

**ENTERTAINMENT INDUSTRY FLEX
PLAN
CA3895-0001**

LONG TERM DISABILITY BENEFITS

**ENTERTAINMENT
INDUSTRY
Flex Plan**

**Underwritten By
FORT DEARBORN LIFE
INSURANCE COMPANY**



Fort Dearborn Life Insurance Company

Group Certificate

Fort Dearborn Life Insurance Company
(A stock life insurance company)
Chicago, Illinois

This Certificate replaces any Long Term Disability Certificate previously issued to you by Fort Dearborn Life Insurance Company (referred to herein as "we," "our" and "us").

Fort Dearborn Life Insurance Company Certifies that the Holder of this Certificate, while entitled to the benefits described in this Certificate if eligible for insurance under the provisions of the Policy and according to the records of the policyholder, is insured subject to all the terms and conditions contained in the Policy.

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY. It does not form a part of the Policy, nor does it amend, extend or alter the coverage provided by the Policy. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the Policy. In case of dispute, you should refer to the language contained in the Policy.

President

Secretary

**Group Long Term Disability
Income Insurance Certificate**

2-LTD-86-1.0

CERTIFICATE

Section I Schedule of Benefits

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SECTION I: SCHEDULE OF BENEFITS

INSURED: AS SHOWN ON COMPANY'S RECORDS **CERTIFICATE NO.:** EMPLOYEE'S SOCIAL SECURITY NUMBER
POLICYHOLDER: ENTERTAINMENT INDUSTRY FLEX PLAN **POLICY NUMBER:** CA3895-0001

MASTER POLICY EFFECTIVE DATE: AS SHOWN ON MASTER APPLICATION

CLASS OF INSUREDS:

DEFINITION:

1-01 All active full-time employees employed by a Participating Employer who: a) has entered into a collective bargaining agreement with a participating union and the Entertainment Industry Flex Plan; and b) makes contributions of at least \$100 per month to the Entertainment Flex Plan in two of the three immediate preceding months from the employee's effective date. Coverage will terminate when the employee does not receive \$100 in contributions in six consecutive months.

Waiting Period (Service Requirement):

Present employees- Upon completion of 30 days of service, subject to
* Evidence of Insurability requirements, if applicable.
Future employees- Upon completion of 30 days of service, subject to
* Evidence of Insurability requirements, if applicable.

* Evidence of Insurability will be required for: a) employees who do not apply within 31 days of becoming eligible; b) employees who are eligible members but were not insured under the prior plan; and c) reinstatements - employees who are satisfying their eligibility requirements for the second time or more and who had not applied for coverage under their initial eligibility.

CORE PLAN:

Amount of Insurance: 50% of Basic Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

The Maximum Monthly Benefit is \$ 5000.

The Minimum Monthly Benefit is \$ 100.

Elimination Period: 90 Days

Contributory (Employee contributes towards premium) YES

Non-Contributory (Employer pays all premium) NO

HIGH OPTION:

Optional Buy-up Plan: If elected by member

Amount of Insurance: 60% of Basic Monthly Earnings not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

The Maximum Monthly Benefit is \$5000.

Elimination Period: 60 Days

Satisfactory Evidence of Insurability required

FOR CORE PLAN AND HIGH OPTION:

In order to be eligible to receive disability benefits, you must have worked for a participating employer within 90 days of the date of disability.

MAXIMUM BENEFIT PERIOD FOR DISABILITY

<u>Age at Disability</u>	<u>Benefit Duration</u>
Less than age 65	5 Years
65 - 69	To age 70 or 1 year, whichever is longer
69 and over	1 year

2-LTD-89-3.1

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

ACTIVE EMPLOYMENT means you must be working:

1. for your employer on a permanent full-time basis and paid regular earnings;
2. at least the minimum number of hours shown in the Schedule of Benefits and either:
 - a. at your employer's usual place of business; or
 - b. at a location to which your employer's business requires you to travel.

ANNUAL SALARY means those earnings in effect for the twelve month period immediately prior to the date disability begins. For current employees with more than one year of service, the prior year's W-2 will be used.

BASIC MONTHLY EARNINGS or PREDISABILITY INCOME means your monthly rate of earnings from your employer (for current employees with more than one year of service, the prior year's W-2 divided by 12) in effect immediately prior to the date disability begins.

COMPANY means Fort Dearborn Life Insurance Company.

DISABILITY BENEFITS - when used with the term retirement plan means money which:

1. is payable under a retirement plan due to disability as defined in the plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as explained in this certificate of coverage.)

ELIGIBILITY DATE means the date you become eligible for insurance after completing the waiting period shown in the Schedule of Benefits.

ELIMINATION PERIOD means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the Schedule of Benefits and begins on the first day of disability.

Exception: If you return to work for any 7 or less days during the elimination period and cannot continue, we will count only those days you are disabled to satisfy the elimination period.

EMPLOYER means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.

EVIDENCE OF INSURABILITY means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

HOME OFFICE means Fort Dearborn Life Insurance Company, 233 North Michigan Avenue, Chicago, Illinois 60601.

2-LTD-89-4.0

Definitions

SICKNESS means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under this policy.

GROSS MONTHLY BENEFIT means your monthly benefit before any reduction for other income benefits and earnings.

INDEXED PRE-DISABILITY EARNINGS means your basic monthly earnings in effect just prior to the date disability began adjusted on the first anniversary of benefit payments and each anniversary thereafter.

INJURY means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

(Exception: Any disability which begins more than 60 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.)

MONTHLY BENEFIT means the amount we will pay you when you are disabled.

OWN OCCUPATION - See Total Disability or Totally Disabled definition.

PHYSICIAN means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. is legally qualified as a medical practitioner operating within the scope of his license; and
3. is not an employee or his spouse, daughter, son, father, mother, sister, or brother.

PRE-DISABILITY EARNINGS - See definition of Basic Monthly Earnings.

RETIREMENT BENEFIT, when used with the term retirement plan, means money which:

1. is payable under a retirement plan either in a lump sum or in the form periodic payments;
2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

RETIREMENT PLAN means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include: a 401(K), profit-sharing plan, thrift plan, informal salary continuation plan, individual retirement account (IRA), tax sheltered annuity (TSA), stock ownership plan, or a non-qualified plan of deferred compensation.

SECTION II
TERMS YOU SHOULD KNOW/DEFINITIONS

WAITING PERIOD as shown in the Schedule of Benefits, means the continuous length of time you must serve in an eligible class to reach your eligibility date. Credit will be given for any portion of your Waiting Period satisfied prior to an approved family or medical leave of absence.

2-LTD-90-5.0a FAM. LEAVE Definitions

If you are a full-time active employee, you are eligible for the 24 month own occupation benefit.

TOTAL DISABILITY or TOTALLY DISABLED means that during the elimination period and the next 24 months of disability you are:

1. unable to perform all of the material and substantial duties of your occupation on a full-time basis because of a disability:
 - a. caused by injury or sickness;
 - b. that started while you are insured under this coverage; and

2. after 24 months of benefits have been paid, you are unable to perform with reasonable continuity all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity.

2-LTD-89-6.1a Total Disability
24 Month Own Occupation

With respect to insureds employed as pilots, co-pilots and crew of aircraft:

"Total disability" or "totally disabled" means because of injury or sickness you cannot perform the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute total disability.

2-LTD-86-6.2a Total Disability
For Pilots

SECTION III

ENROLLMENT AND DATE INSURANCE STARTS

WHEN CAN YOU ENROLL?

You can enroll if you are:

1. in active employment with your employer; and
2. in a class eligible for insurance.

WHEN DOES INSURANCE START?

Insurance will start at 12:01 a.m. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

1. If you do not contribute toward the plan's cost, your insurance will start on your eligibility date.
2. If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:
 - a. the date you enroll if you do so on or before the 31st day after your eligibility date.
 - b. the date we give approval, if you:
 - i. apply more than 31 days after your eligibility date; or
 - ii. terminated your insurance while still eligible.

In the case of i. and ii. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But, no initial, increased or additional insurance will apply to you if you are not in active employment because of a disability on the date such insurance otherwise would become effective. Such insurance will start for you on the day you return to active full-time employment.

If you enter another eligible class, you will not be eligible for any additional benefits until you have completed a 30-day waiting period, and have been actively at work one full day in the new class.

2-LTD-86-7.1

Combination Contributory
and Non-Contributory

SECTION IV - BENEFITS

PROOF OF DISABILITY

WHEN DO DISABILITY BENEFITS BECOME PAYABLE?

We will pay your benefit a month after the end of the elimination period when we have proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

WHAT CONDITIONS MUST BE MET FOR BENEFIT PAYMENTS TO CONTINUE?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay a benefit any greater than your amount of insurance or any longer than the maximum benefit period shown in the Schedule of Benefits.

Also, you must give us proof of these facts at your own expense, when we ask for it.

HOW IS THE BENEFIT FIGURED?

To figure the amount of your monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of:
 - a. the amount figured in step (1) above; or
 - b. the maximum monthly benefit shown in the Schedule of Benefits; and then
3. Deduct other income benefits, shown on the next page from this amount.

This is the total disability benefit which you may receive.

Your monthly benefit will never be less than the minimum benefit shown in your Schedule of Benefits.

WHAT ARE "OTHER INCOME BENEFITS"?

Other income benefits means those benefits shown below:

1. The amount for which you are eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law; or
 - c. any other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
 - a. any other group insurance plan of your employer;
 - b. any governmental retirement system as a result of your job with your employer.
4. The amount of benefits you receive under your employer's retirement plan as follows:
 - a. any disability benefits;
 - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act, the Canada Pension Plan, or the Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability or unreduced retirement benefit for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability for unreduced retirement benefits;
 - or
 - iii. your spouse, child, or children are eligible because of your eligibility for unreduced retirement benefits;
 - or

- b. reduced retirement benefits received by:
 - i. you; and
 - ii. your spouse, child and children because of your receipt of the reduced retirement benefits.

2-LTD-88-9.1 Primary and Family
Social Security Integration

- 6. The amount of earnings you earn or receive from any form of employment.
- 7. The amount of earnings you receive from any sick leave or formal salary continuation plan paid by your employer.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

2-LTD-89-9.1a Primary and Family
Social Security Integration

WHAT HAPPENS IF YOU RECEIVE INCREASES IN THESE OTHER INCOME BENEFITS?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits. This provision does not apply to increases received from any form of Employment.

WHAT IF YOU RECEIVE LUMP SUM PAYMENTS?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime. In each case, the amount to be prorated will be calculated by an actuary based on a morbidity table, with interest, or a mortality table, with interest, depending on the source of the lump sum.

WHEN DOES THE TOTAL DISABILITY MONTHLY BENEFIT CEASE?

The monthly benefit will cease on the earliest of:

1. the date your disability ends; or
2. the date you die; or
3. the end of the maximum benefit period.
4. the date your current earnings exceed 85% of your pre-disability earnings.

NOTE: Because your current earnings may fluctuate, your insurance company may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your pre-disability income has been reached.

BENEFIT PERIOD EXTENSION

The maximum benefit period is shown in the Schedule of Benefits. However, benefits will be extended beyond the end of the maximum benefit period if you are totally disabled and have attained the age specified in the benefit duration and have not received twelve monthly benefit payments. In this event, the benefit period will be extended during the continuance of disability until twelve monthly payments have been paid.

2-LTD-89-10.0

Termination Provisions

RECURRENT DISABILITY

WHAT HAPPENS IF YOU TRY TO RETURN TO WORK AND BECOME DISABLED AGAIN?

"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as a continuation of the original disability if, after receiving disability benefits, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

To qualify for a recurrent disability benefit, you must experience more than a 20% loss of predisability earnings.

Benefit payments will be subject to the terms of this plan for the original disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability and you must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

WAIVER OF PREMIUM

DO PREMIUMS HAVE TO BE PAID WHILE YOU ARE RECEIVING BENEFITS?

No, while you are receiving benefits, premiums do not have to be paid. However, if coverage is to be continued, premium payments may be resumed following a period during which they were waived.

2-LTD-89-11.0

Recurrent Disability

THREE MONTH SURVIVOR BENEFIT

WHAT HAPPENS TO YOUR BENEFIT IF YOU DIE?

We will pay a lump sum benefit to your eligible survivor when we receive proof that you died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The lump sum benefit will be an amount equal to three times your last monthly benefit.

"Eligible survivor" means your spouse, if living, otherwise your children under age 23.

If the payment becomes due to your children, payment will be made to:

1. the children; or
2. a person named by us to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

"Last monthly benefit" means the monthly benefit we paid to you immediately prior to your death but not including any reduction for earnings.

2-LTD-86-12.1

Three Month Survivor Benefit

MENTAL ILLNESS AND/OR SUBSTANCE ABUSE LIMITATION

Benefits for disability due to mental illness and substance abuse will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

1. You are in a hospital or institution at the end of the 24 month period.
We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:

- a. after the 24 month period; and

- b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

HOSPITAL or INSTITUTION means a facility licensed to provide care and treatment for the condition causing the insured's disability.

MENTAL ILLNESS means psychiatric, nervous or emotional diseases or disorders of any type.

SUBSTANCE ABUSE means a pattern of pathological use of alcohol or other psychoactive drugs resulting in: impairment of social and/or occupational functioning; debilitating physical condition; inability to abstain from or reduce consumption of the substance; or the need for daily substance use for adequate functioning.

2T-LTD-94-12.4

Mental Illness
and/or Substance Abuse Limitation

PROGRESSIVE PARTIAL DISABILITY BENEFIT

The Company will pay a Progressive Partial Disability Benefit for a disability which is caused by an injury or sickness once you have met your Elimination Period. The Elimination Period can be a combination of total and partial disability, or all total, or all partial disability. You do not have to be totally disabled prior to receiving a Progressive Partial Disability Benefit.

To receive a Progressive Partial Disability Benefit, you must meet your elimination period and:

1. be able to perform one or more, but not all of the material and substantial duties of your own or any other occupation on a full-time or a part-time basis; or
2. be able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

To qualify for a Progressive Partial Disability Benefit you must be earning less than 80% of your predisability income at the time partial disability employment begins.

MONTHLY BENEFIT

You must supply proof that you are partially disabled from a sickness or injury and be under the regular attendance of a physician.

To figure the amount of monthly benefit:

1. Multiply the your predisability income by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. 100% of your predisability income less other income benefits, shown in the Other Income Benefit Section; or
 - c. the maximum monthly benefit shown in the Schedule of Benefits.

The Progressive Partial Disability Benefit will never be less than the minimum monthly benefit shown on the Schedule of Benefits.

2-LTD-89-12.7

Progressive Partial
Disability Benefit

SECTION V
TERMINATION PROVISIONS

WHEN DOES YOUR INSURANCE TERMINATE?

You will cease to be insured at 12:00 midnight on the earliest of the following dates:

1. the date the policy terminates;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
 - a. your insurance will be continued if you are absent due to total disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived.
 - b. your employer may choose to continue your insurance by paying the required premium, subject to the following:
 - i. insurance may be continued during a family or medical leave of absence, but not beyond the end of the approved leave of absence period;

- ii. insurance may continue if you are temporarily laid off or given any other leave of absence, but not beyond the end of the month following the month the lay-off or leave of absence begins;
 - iii. the employer must act so as not to discriminate unfairly among employees in similar situations.
6. the date you cease active work due to labor dispute, including any strike, work slowdown or lockout.

The insurer reserves the right to review and terminate all classes insured under this policy if any class(es) ceases to be covered.

2-LTD-90-13.0 FAM. LEAVE

TERMINATION PROVISIONS

SECTION VI - GENERAL INFORMATION

NOTICE AND PROOF OF CLAIM

WHEN MUST WE BE NOTIFIED OF A CLAIM?

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

WHEN DOES PROOF OF CLAIM HAVE TO BE GIVEN?

You must give us proof of claim no later than 90 days after the end of the Elimination Period.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Except in the absence of legal capacity, proof of claim may not be given later than one year after the time proof is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. the degree of disability.

WHAT ARE OUR EXAMINATION RIGHTS?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any Sickness or Injury for which you have made a claim. This right may be used as often as reasonably required.

CAN LEGAL PROCEEDINGS BE STARTED AT ANY TIME?

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

2-LTD-89-14.0 REV. 12/93

General Information

WHEN ARE CLAIMS PAID?

When we receive satisfactory proof of claim, benefits payable under the policy will be monthly during any period for which we are liable.

WHO ARE CLAIMS PAID TO?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled to the benefit. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

RIGHT OF RECOVERY

If LTD benefits have been overpaid on your claim, you will be required to reimburse Fort Dearborn Life Insurance Company within 60 days, or Fort Dearborn has the right to reduce future benefits until reimbursement is made. Fort Dearborn Life Insurance Company also has the right to recover such overpayment from your estate.

DOES THIS COVERAGE AFFECT WORKERS' or WORKMEN'S COMPENSATION?

This policy is not in lieu of, and does not affect, any requirement for coverage by Workers' or Workmen's Compensation insurance.

HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR THIS INSURANCE BE USED?

In absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements made by you will be used to reduce or deny a claim unless a copy of your statements has been given to you.

WHAT HAPPENS IF FACTS ARE MISSTATED?

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

NOTE: A refund of premium will not be made for a period more than twelve months before the date the Company is advised of the error.

WHAT AUTHORITY DOES THE COMPANY HAVE IN MAKING A BENEFITS DETERMINATION?

In making any determination regarding the benefits under the policy, the Company shall have the discretionary authority to determine your eligibility for benefits and to interpret the terms of the policy.

2-LTD-89-15.0 REV. 12/93

General Information

GENERAL EXCLUSIONS

WHAT DISABILITIES AREN'T COVERED?

We will not cover any disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot;
4. your committing of or attempting to commit felony or any type of assault or battery.

2-LTD-89-16.0

Pregnancy Covered

PRE-EXISTING CONDITION EXCLUSION

ARE THERE ANY OTHER DISABILITIES NOT COVERED?

Yes, we will not cover any disability:

1. which is caused or contributed to by, or results from a pre-existing condition; and
2. which begins in the first 12 months after your effective date, unless you have had no treatment of the condition for 6 consecutive months after your effective date.

"Treatment" means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

"Pre-existing Condition" means a sickness or injury for which you received treatment within 3 months prior to your effective date.

2-LTD-89-17.2

3/6/12 Pre-Existing Exclusion

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

ARE YOU COVERED IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO INJURY OR SICKNESS?

We will cover you, subject to premium payments, if you:

1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

WILL A DISABILITY DUE TO A PRE-EXISTING CONDITION BE COVERED?

Benefits may be payable for a disability due to a pre-existing condition if you:

1. were insured by the prior carrier at the time of transfer; and
2. were in active employment and insured under this plan on its effective date.

Such benefits will be determined as follows:

1. We will apply this plan's pre-existing condition exclusion. If you qualify for benefits, you will be paid according to this plan's benefit schedule.
2. If you cannot satisfy this plan's pre-existing condition exclusion, we will then apply the prior carrier's pre-existing condition exclusion.
 - a. If you satisfy the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both policies, you will be paid according to the prior carrier's benefit schedule.
 - b. If you cannot satisfy the pre-existing condition exclusion of this plan or that of the prior carrier, no benefit will be paid.

CERTIFICATE AMENDMENT

Effective Date of this Amendment: 01/01/1997

Policy No.: CA3895-0001

Certificate No.: EMPLOYEE'S
SOCIAL SECURITY
NUMBER

This certificate is hereby amended to read as follows:

If you are on a family or medical leave of absence, We will continue coverage, in accordance with your Employer's Human Resource policy on family and medical leaves of absence, as if you were in active employment, if the following conditions are met:

1. premiums are paid; and
2. you have written, approved leave from the Employer.

Coverage will be continued for up to the greater of:

1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
2. the leave period required by applicable state law.

For the purpose of claims determination should you become disabled while on an approved Family and Medical Leave of Absence, Basic Monthly Earnings will be based on your earnings just prior to the date the leave of absence began.

If coverage is not continued during a family or medical leave of absence, upon your return to active employment:

1. no new waiting period will apply, including new waiting periods for coverage of pre-existing conditions; and
2. no evidence of insurability will be required to reinstate the coverage in effect before the leave began.

In all other respects your certificate remains unchanged.

FORT DEARBORN LIFE INSURANCE COMPANY



President

***ERISA INFORMATION STATEMENT**

***If this Plan is an ERISA plan, these ERISA provisions apply.
Rev. 1/16/02**

The benefits described in your certificate and this ERISA Information Statement (collectively the "Summary Plan Description" a/k/a the SPD) are provided by **Entertainment Industry Flex Plan** and are insured by a Policy issued by Fort Dearborn Life Insurance Company. This SPD describes the provisions of the Plan in effect as of **January 1, 1997**. It is not the intention of the SPD to cover all situations that may arise, but to provide you with a general understanding of your benefits. In the case of any item not covered by the SPD, or in the event of any conflict between the SPD and the Policy, the Plan will always control. You should not rely on any oral explanation, description, or interpretation of the Plan because the written terms of the Plan will govern. Your right to any benefit depends on the actual facts and terms and conditions of the particular Plan; no rights accrue by reason of or arising out of any statement shown in or omitted from, this SPD.

ERISA INFORMATION

A. GENERAL INFORMATION

Name of Plan:	Long Term Disability Insurance
Plan Sponsor:	Entertainment Industry Flex Plan 2330 Beverly Boulevard Los Angeles, CA. 90057
Plan Sponsor Tax ID Number:	95-6832043
Plan Number:	501
Type of Plan:	Group Insurance Plan
Plan Year Begins On:	January 1
Plan Year Ends On:	December 31
Plan Administrator:	William L. Seay & Associates 2330 Beverly Boulevard Los Angeles, CA. 90057-2297 (213) 385-6644
Type of Administration:	Contract Administration
Agent for Service of Legal Process:	Plan Administrator

Plan Funding: Contributions to finance the Plan are Provided by the Employer and the Employee

Funding Entity: Benefits are fully insured by Fort Dearborn Life Insurance Company

B. ADMINISTRATION OF THE PLAN

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator has full discretionary authority and control over the Plan. This authority provides the Plan Administrator with the power necessary to operate, manage and administer the Plan. This authority includes, but is not limited to, the power to interpret the Plan and determine who is eligible to participate, to determine the amount of benefits that may be paid to a participant or his or her beneficiary, and the status and rights of participants and beneficiaries. The Plan Administrator also has the authority to prescribe the rules and procedures under which the Plan shall operate, to request information, and to employ or appoint persons to aid the Plan Administrator in the administration of the Plan.

Failure by the Plan or the Plan Administrator to insist upon compliance with any provisions of the Plans at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same. No waiver of any term or condition of the Plan shall be valid unless contained in a written memorandum expressing the waiver and signed by the person authorized by the Plan Administrator to sign the waiver.

The Plan may be amended, terminated or suspended in whole or in part, at any time without the consent of the employees or beneficiaries. Any amendment, termination or suspension shall be in writing, and attached to the Plan. Any amendment, termination or suspension shall be executed according to the Employer's authorized procedures. Any such authorization may be specific to the Plan or persons authorized to act on behalf of the Employer or may be general as to duties of such person. Except for termination or suspensions, any amendments affecting the Policy must also be approved in writing by an officer of Fort Dearborn Life Insurance Company (the "Insurer") and shall be effective as of the date agreed to, in writing by the Plan Sponsor and the Insurer. Notwithstanding anything to the contrary in this document, the Policy shall terminate according to the provisions in the Policy.

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company. The Insurer's services shall be limited to, and the Plan Administrator has the full discretionary and final authority to:

- resolve all matters when a review pursuant to the claims procedures has been requested;
- interpret, establish and enforce rules and procedures for the administration of the Policy and any claim under it; and
- determine eligibility of Employees and Dependents for benefits and their entitlement to and the amount of benefits.

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a).

The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits.

C. CLAIMS PROCEDURE: Disability Insurance Plans

When you or your Beneficiary are eligible to receive benefits, you or your Beneficiary, or your authorized representative (collectively, "you") must notify the Plan Administrator by submitting the proper form. You may do this by sending notice of your claim to the Plan Administrator who has been appointed to assist Fort Dearborn in the claims processing for this Plan or by contacting Fort Dearborn directly at:

Claims Department
Fort Dearborn Life Insurance Company
300 E. Randolph Street
Chicago, IL 60601-5099
1-800-348-4511

Fort Dearborn will give you a written response to your claim, usually within 45 days. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, Fort Dearborn notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If the extension is due to your failure to submit information necessary to decide your claim, the time for decision shall be tolled from the date on which we send you notice of the extension until the date we receive your response to our request. This period will be no longer than 45 days after we have requested the information. At that time we will decide your claim based on the information we have at that time.

If the claim is denied, in whole or in part, you will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed;
- the steps that you have to follow to have the claim reviewed;
- a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal; and

- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion; or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request; and
- if denial is based on medical judgement, either (i) an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

If the claim has been denied, in whole or in part, you can appeal the denial to us for a full and fair review. You have at least 180 days to appeal from the claim denial.

You may:

- a) request a review upon written application within 180 days of the claim denial;
- b) request, free of charge, copies of all documents, records and other information relevant to your claim; and
- c) submit written comments, documents, records and other information relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Fort Dearborn will make a decision no more than 45 days after we receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, Fort Dearborn notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request. The written decision will include specific references to the Plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

D. ERISA NOTICE OF YOUR RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employers, your union, or any other persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, United States Department of Labor, 200 Constitution Avenue, NW Washington DC 20210.

E. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Company and any participant or to be consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any participant or employee at any time regardless of the effect which such discharge shall have upon him or her as a participant of this Plan.

ENDTEXT