SUMMARY PLAN DESCRIPTION

to the

AMENDMENT and RESTATEMENT

of

THE DETROIT FREE PRESS, INC. – NEWSPAPER GUILD OF DETROIT PENSION PLAN

Effective January 1, 2006
Revised October 1, 2011

This summary describes benefits which may be payable to Members of the Guild who are active members of the Pension Plan after January 1, 1997. Members of the Guild who terminated employment before January 1, 1997 may not be eligible for benefits as described in this summary, as their rights are governed by earlier Plan documents.

CONTENTS

This Summary Plan Description is intended to provide you with an easy-to-understand explanation of your benefits. Every effort has been made to assure its accuracy. However, if any conflict should arise between it and the official plan document, the official plan document will always govern.

ELIGIBILITY AND MEMBERSHIP

You are eligible to participate in the Plan if you are an employee of the Detroit Free Press, Inc. and you are represented by the Newspaper Guild of Detroit as defined in the collective bargaining agreement between the Publisher and the Guild. You will begin participation in the Plan on the day you are hired by the Publisher and are a member of the Guild.

DEFINITIONS

There are certain definitions relating to your service with the Detroit Free Press, Inc. with which you should become familiar. These definitions will help you determine your right to receive a Plan benefit and how your Plan benefits are calculated.

Shift: means 7½ Hours of Service.

Week: is defined as 5 Shifts.

Hour of Service: each hour for which you are paid or entitled to payment. This includes periods of paid vacation, paid illness, paid holidays and certain leaves of absence, up to a maximum of 501 hours.

Normal Retirement Age: is age 62 for Employees whose Eligibility Services includes service prior to January 1, 1976. For Employees whose eligibility service entirely postdates January 1, 1976, Normal Retirement Age is the later of age 62 and the 5^{th} anniversary date of such Employee's date of hire.

Average Monthly Compensation: is the average of your monthly compensation for your 60 highest paid months out of the last 120 months before you retire or terminate employment. For this purpose, your compensation includes your regular salary, wages, commissions and night differential; it does not include overtime or bonuses. Monthly compensation is determined by taking your annual salary and dividing by the number of months in which you received compensation during that year.

If you received compensation for less than 60 months, your Average Monthly Compensation would be determined using the compensation received by you over the shorter period of time.

SERVICE REQUIREMENTS

Eligibility Service: Eligibility Service is used to determine your right or your beneficiary's right to a plan benefit.

You earn Eligibility Service in the following manner:

(a) For periods of employment with the Publisher prior to January 1, 1976, you generally will be credited with 1 year of Eligibility Service if you received compensation for 12 months of employment. This includes periods you were on vacation and certain leaves of absence. If you received compensation for less than

12 months, you will be credited with the proportionate amount of a year of Eligibility Service to the nearest one-twelfth of a year.

(b) For periods of employment with the Publisher on or after January 1, 1976, you will generally receive credit for one Week of Eligibility Service for any calendar week in which you receive compensation from the Publisher. This includes calendar weeks in which you work less than 5 shifts. This also includes weeks for which you are paid but not working and for certain leaves of absence. If you receive credit for 17 Weeks of Eligibility Service during a calendar year, you will be credited with 1 year of Eligibility Service.

You may forfeit accumulated Eligibility Service if you terminate employment or have a Break in Service. (See Break in Service on page 10 for more information.)

Benefit Service: Benefit Service is used to determine the amount of your benefit.

You earn Benefit Service in the following manner:

(a) For periods of employment with the Publisher prior to January 1, 1967, the amount of Benefit Service you earned is equal to the amount of Eligibility Service earned for that period.

(b) For periods of employment with the Publisher on or after January 1, 1967, you will receive credit for one Week of Benefit Service for any calendar week in which you receive compensation for 5 Shifts. This includes weeks you are paid but not working and certain leaves of absence. If you receive compensation for less than 5 Shifts during any calendar week, you will receive credit for a proportionate amount of one Week of Benefit Service, based on the number of Shifts for which you received compensation. If you are credited with 52 weeks during the calendar year, you will be credited with 1 year of Benefit Service. If you are credited with less than 52 Weeks during a calendar year, you will receive credit for a proportionate amount of 1 year of Benefit Service. The maximum benefit service you can earn is 30 years.

You may forfeit accumulated Benefit Service if you terminate employment or have a Break in Service. (See page 11 for more information on Break in Service.)

ELIGIBILITY TO RECEIVE A RETIREMENT BENEFIT

Eligibility to receive a retirement benefit is based on your age and/or your years of Eligibility Service. In order to retire and receive a benefit, you must meet one of the requirements listed below:

Normal Retirement Benefits

You are eligible to receive a Normal Retirement Benefit upon attaining Normal Retirement Age. If you choose, you may continue to work beyond Normal Retirement Age, however, no benefits will be paid to you until you actually retire.

Early Retirement Benefits

To be eligible to receive an Early Retirement Benefit, you must be at least 55 years old and have completed at least 10 years of Eligibility Service. Once you have met these two requirements, you may elect to receive an Early Retirement Benefit.

Disability Retirement Benefit

If you have completed at least 10 years of Eligibility Service and you terminate employment with the Publisher because you are totally and permanently disabled, you may be eligible to receive a Disability Retirement Benefit.

Determination of total and permanent disability must be based upon medical evidence satisfactory to the Board of Administration, or satisfactory evidence that you are eligible to receive disability benefits under the Social Security Act in effect at the date of your disability.

You will be deemed to be totally and permanently disabled if you have a physical or mental condition which totally and permanently prevents you from meeting the job requirements of the Publisher. Total and permanent disability does not include a disability which is a result of either an intentional self-inflicted injury or military service.

Deferred Vested Retirement Benefits

If you have terminated employment prior to January 1, 1989 with at least 10 years of Eligibility Service, or on or after January 1, 1989 with at least 5 years of Eligibility Service, but you are not eligible for a Normal, Early or a Disability Retirement Benefit on your date of termination, you maybe eligible to receive a Deferred Vested Retirement Benefit.

AMOUNT OF RETIREMENT BENEFITS

Your retirement benefits are calculated using a formula based on two components –your Benefit Service and your Average Monthly Compensation.

To calculate your Benefit Service component, we use the total number of years of Benefit Service which have been credited to you multiplied by a dollar amount based on your employment termination date.

For employees who terminated employment on or after January 1, 1987 and before January 1, 1995	\$14.00 per year of benefit service post January 1, 1967
For employees who terminated employment on or after January 1, 1995	\$16.00 per year of benefit service post January 1, 1967

Average Monthly Compensation is the average of your monthly compensation for your 60 highest paid months out of the last 120 months before you retire or terminate employment. For this purpose, your compensation includes your regular salary, wages, commissions and night differential; it does not include overtime or bonuses. Monthly compensation is determined by taking your annual salary and dividing by the number of months in which you received compensation during that year.

If you received compensation for less than 60 months, your Average Monthly Compensation would be determined using the compensation received by you over the shorter period of time.

To calculate your Average Monthly Compensation (AMC) component, we multiply AMC by the appropriate multiple:

If vested but not then entitled to benefits and not actively employed as of June 1, 1972	.0095

If entitled to receive but not actively employed or receiving benefits as of June 1, 1972	.01045
If actively employed on and after June 1, 1972	.01100
If you terminated covered employment between January 1, 1987 and December 31, 1994	.01200
If you terminated covered employment on or after January 1, 1995	.01300

Normal Retirement Benefits

If you elect to retire when you attain Normal Retirement Age your monthly retirement benefit will be calculated using the following formula:

Years of Benefit Service x appropriate multiple x Average Monthly Compensation

plus

Years of Benefit Service x appropriate dollar factor.

Example

Assume you elect to retire on January 1, 2006 at age 62. On that date, you had earned 21 years of Benefit Service, and your Average Monthly Compensation is $3,000.00. Your monthly retirement benefit would equal the following:

21 years x 1.3% x $3,000	= $819.00
21 years x $16.00	= $336.00
Total Retirement Income	=$1,155.00

If you are married, your benefit may be paid in the form of a Qualified Joint and Survivor Annuity and the amount shown above would be reduced.

If you choose, you may elect to continue working beyond Normal Retirement Age. In this event, your retirement benefit will be calculated in the same manner except that your Average Monthly Compensation and your years of Benefit Service (up to a maximum of 30) earned as of the date you actually retire will be used.

Early Retirement Benefit

If you are eligible to retire early, and you elect to do so, your monthly retirement benefit will be calculated in the same manner as a Normal Retirement Benefit, but your benefit will be reduced by one-half of one percent (.005%) for each month by which your age on the date you begin receiving benefits precedes age 62.

Example

Assume the same facts as above, but you are only 59 years old. Because you have elected to begin receiving your retirement benefit 36 months prior to your 62nd birthday, your benefit must be reduced by 18% (36 x .005) to cover the longer period over which your benefit will be paid out.

$1,155.00 x 18% = $207.90

$1,155.00 – $207.90 = $947.10

Accordingly, if you elect to being receiving your benefit at age 59, you would receive $947.10 per month for the rest of your lifetime.

If you are married, your benefit may be paid in the form of a Qualified Joint and Survivor Annuity and the amount of your benefit will be reduced for the cost of this benefit.

If you want to retire early, you must submit an application to the Board of Administration stating when you want Early Retirement benefits to begin. Generally, this form should be submitted at least 90 days prior to the date you want your benefits to begin, but not earlier than age 55.

Disability Retirement Benefit

If you retire because you are totally and permanently disabled, as determined by the Board of Administration, your benefits will be calculated in the same manner as a Normal Retirement Benefit but unreduced by any amount due to your age.

If you recover from your disability prior to Normal Retirement Age, benefit payments will stop. You may then apply for Early Retirement Benefits if you are at least age 55 at that time.

If you recover from your disability and are reemployed by the Publisher, your prior years of Eligibility Service and Benefit Service will be reinstated, but you will not receive credit for Benefit Service during the period you were absent because of your disability.

Deferred Vested Retirement Benefit

If you terminated employment prior to January 1, 1989 with at least 10 years of Eligibility Service or on or after January 1, 1989 with at least 5 years, but are not age 55 or disabled, you may be eligible to receive a Deferred Vested Retirement Benefit. Your benefit will be calculated in the same manner as a Normal Retirement Benefit based on your Average Monthly Compensation and your Benefit Service as of the date you terminate employment.

You may begin receiving your benefit when you attain age 62 or you request that payments begin earlier, anytime after you have attained age 55. If payments begin before age 62, your benefit will be reduced by one-half of one percent (.005) for each month your age precedes age 62. See the example under Early Retirement Benefit.

HOW YOUR BENEFITS WILL BE PAID

Under the Plan, there is an automatic form of benefit payment depending on whether you are single or married. “Automatic” means you will automatically receive a certain form of payment unless you elect otherwise.

If You Are Not Married–Single Life Annuity

The automatic form of payment to an employee who is not married is a Single Life Annuity. This means that you will receive monthly benefit payments for the rest of your life. When you die, payments will stop and no further benefits will be paid from the Plan.

The examples for Normal and Early Retirement Benefits shown on the previous pages show the amount you would receive under a Single Life Annuity.

If You Are Married–
Qualified Joint and Survivor Annuity

The standard form of payment for an employee who is married is a Qualified Joint and Survivor Annuity. Under a Qualified Joint and Survivor Annuity you will receive a reduced Retirement Benefit for your lifetime, but after your death, your Spouse will receive 50% of your reduced benefit for the remainder of his or her lifetime. For purposes of this form of payment, your spouse is the person you are married to on the date payment of your benefits begin.

Under this form, your monthly payment is reduced to take into account the continued payments to your Spouse. The amount of the reduction is based on the difference in you and your Spouse's ages. If you and your Spouse are the same age, your benefit under this form will equal 85% of the benefit payable under a Single Life Annuity. If your Spouse is older than you, the 85% will be increased by one-half of one percent (.005) (up to 100%) for each 12 months that your spouse's age exceeds your age. If your Spouse is younger than you, the 85% will be decreased by one-half of one percent (.005) for each 12 months that the age of your Spouse is less than your age.

Examples

In the example of a Normal Retirement Benefit on page 4, the benefit payable in a Single Life Annuity equals $1,155.00.

If we assume you are married and you and your Spouse are the same age, the benefit you would receive will be equal to 92.5% of $1,155.00, or $1,068.38. Your Spouse would then receive 50% of this, or $534.19 upon your death.

If you are married and your Spouse is 4 years older than you, the 85% would be increased by 2% (4 x .005) to 94.5%. Your benefit would equal 94.5% of $1,155.00, or $1,091.48 and your Spouse's benefit would equal 50% of your benefit, or $545.74.

If you are married and your Spouse is 10 years younger than you, the 92.5% would be decreased by 5% (10 x .005) to 87.5%. Your benefit would equal 87.5% of $1,155.00, or $1,010.63 and your Spouse's benefit would equal 50% of your benefit, or $505.32.

Optional Form of Payment–If You Are Married

If you are married and the Qualified Joint and Survivor Annuity does not meet your needs at retirement, you may choose one of the optional forms of payment:

Single Life Annuity: This form of payment (which is the automatic form of payment for single employees) is an option for married employees. Under this form, you will receive an unreduced monthly payment for your life, with nothing payable after your death.

Optional Joint and Survivor Annuity: Under this form, you will receive a reduced monthly benefit for your lifetime. You may select what percentage of your monthly payments – either 67%, 75% or 100% – will be paid to your Spouse after your death for his or her lifetime.

You have the option of electing which percentage of your benefit you want paid to your Spouse after your death. The monthly benefit you receive will be reduced to take into account the continued benefit payable to your Spouse. The higher the percentage chosen, the more your benefit will be reduced. The chart below outlines how much your benefit will be reduced by for each percentage:

Percentage of Your Benefit to be Paid to Your Spouse	Percentage of Benefit Under a Single Life Annuity Payable During Your Lifetime*
67%	90.3%
75%	89.2%
100%	86.1%

* Each of these percentages will be increased .005 for each year your Spouse is older than you, and decreased .005 for each year your Spouse is younger than you.

Example

You are married and you and your Spouse elect to receive the Optional Joint and Survivor Annuity with 75% of your benefit to be continued to your Spouse after your death. Your Spouse is 12 years younger than you. Your benefit under the Single Life Annuity form equals $1,155.00.

Based on the preceding chart, your benefit payable as a Single Life Annuity will be multiplied by 80% and then adjusted for the difference in your and your Spouse's ages. In this example, the 89.2% factor would be reduced another 6% (.005 x 12). Therefore, your monthly benefit would equal $960.96 ($1,155.00 x 83.2%). Your Spouse's benefit would equal 75% of your benefit, or $720.72.

Lump Sum Form of Payment

If the amount of your monthly retirement benefit under a Single Life Annuity would be $25.00 or less, the Board of Administration may pay you your benefits quarterly, or at your option in the form of a single lump sum payment. This lump sum payment represents the current total value of your benefit on the day you retire. In order to be paid a lump sum, the total value of your benefit cannot exceed $5000.00.

HOW TO CHOOSE AN OPTIONAL FORM OF PAYMENT

If you are married and do not want to receive the standard form of payment, with your spouse's consent, you may choose an optional form by completing an election form and returning it to the Board of Administration within the time limits described below. Your wife's consent must be signed and witnessed by the Board of Administration, its representative or a notary public. By submitting this election form, you and your spouse confirm that you do not want to receive the automatic form of payment and elect to receive the optional form of payment indicated on the election form.

Not less than 30 nor more than 90 days prior to your Normal Retirement Date, the Board of Administration will send you the election form along with an explanation of each form of payment. This explanation will describe how your choice will affect the amount of your monthly benefit and the length of time payments will be made under each form. It will also state when the form must be completed and returned to the Board of Administration. You may change your mind as often as you like and choose a new form of payment at any time prior to the date payments begin. However, each time you complete a new election form, it must be signed by both you and your Spouse, if you are married, in order to be effective.

If your Spouse dies before you retire and you remain unmarried when your payments begin, your benefit will automatically be paid as a Single Life Annuity. If you and your Spouse are divorced after you have elected a form of benefit, but before payment of your benefits has begun, your benefit will automatically be paid as a Single Life Annuity unless you are ordered by a court to provide continued coverage for your Spouse. The effect of a divorce on your retirement benefit is explained later in this summary.

IF YOU DIE BEFORE RETIREMENT

Your Plan is designed to protect your Spouse or Beneficiary in case you should die after you have become vested (i.e., either completed the necessary years of Eligibility Service or attained age 62) but prior to the date payment of your retirement benefits begin. If you should die prior to your benefits becoming vested, your Spouse or Beneficiary will not receive a benefit from the Plan.

Pre-Retirement Lump Sum Death Benefit

If you have attained Normal Retirement Age or are eligible for a Deferred Vested Benefit and you should die while actively employed by the Publisher, a lump sum payment will automatically be paid to your designated beneficiary if you are not married or you have been married for less than 1 year.

This benefit is calculated by multiplying your number of years of Benefit Service earned after December 31, 1966, up to a maximum of 30 years, by $1,000.00.

Example

Assume your death occurs on January 1, 1987 at the age of 50. As of your date of death, you had accumulated 18 years of Benefit Service, all of which was earned after 1966. Your lump sum death benefit would be equal to 18 x $1,000, or $18,000.

Based on this example, if you are single when your death occurs, $18,000 is the amount your Beneficiary would receive. If you have been married for less than one year as of your date of death, your spouse will receive the $18,000 **only** if you have designated her as your Beneficiary. If you have not named a Beneficiary, the $18,000 will be paid to your estate.

Pre-Retirement Survivor's Benefit

If you have attained Normal Retirement Age or are eligible for a Deferred Vested Retirement benefit and you and your Spouse have been married throughout the one year period ending on the date of your death (and payment of your retirements benefits has not commenced), your spouse is referred to as your Surviving Spouse and will automatically receive a Pre-Retirement Survivor's Benefit.

Determination of the amount of this benefit requires two computations. The first part of the computation is always payable and is equal to the amount your Surviving Spouse would receive under a Qualified Joint and Survivor Annuity, assuming you had elected to retire early and using your Average Monthly Compensation and your years of Benefit Service earned as of your date of death. This monthly benefit will be paid to your Surviving Spouse beginning on the later of first day of the month following your death or the first day of the month following the month you would have attained age 55. Your Surviving Spouse can request payments begin at a later date, but they must begin before the date you would have attained age 70½. Payments will be made for your Surviving Spouse's lifetime.

Your Surviving Spouse may also be entitled to an additional benefit, if the present value of the Qualified Joint and Survivor Annuity payable to your Surviving Spouse is less than the amount of the Pre-Retirement Lump Sum Death Benefit, as calculated above.

Example

Assume you are 50 years old and an active employee when your death occurs. On your date of death you are vested in your benefit and have earned 18 years of Benefit Service. Let's assume your benefit, payable as a Single Life Annuity at age 62, is equal to $396.00. You have a Surviving Spouse and you and your spouse are the same age. Your Surviving Spouse has elected to begin receiving benefits on the date you would have attained age 55.

Part One–The first part of this benefit is the amount your Surviving Spouse would receive under the Qualified Joint and Survivor Annuity at your age 55. This is calculated in the following manner:

1. To calculate the Qualified Joint and Survivor Annuity, we must reduce your benefit payable as a Single Life Annuity. Since you and your Spouse are the same age, your benefit would equal 85% of $396.00, or $336.60. Your Spouse's benefit is equal to 50% of this amount, or $168.30.

2. Since your Surviving Spouse has elected to begin receiving payments when you would have attained age 55 (84 months prior to Normal Retirement), her benefit of $168.30 must be reduced by 42% (.005 x 84) to take into account the early payment of benefits:

$168.30 x 42% = $70.69

$168.30 - $70.69 = $97.61

Your Surviving Spouse will receive $97.61 monthly for her lifetime beginning on the first of the month after your 55th birthday.

Part Two– Next, we must calculate the difference, if any, between the Pre-Retirement Lump Sum Death Benefit and the value of the monthly benefit payable to your Surviving Spouse.

The Pre-Retirement Lump Sum Death Benefit is equal to 18 x $1,000 or $18,000. The value of $ 97.61 in this example is assumed to be equal to $ 13,800 (this amount is actually calculated by using interest rates and mortality tables published by the Pension Benefit Guaranty Corporation for the Plan Year in which the distribution of this benefit is made).

$18,000 – $ 13,800 = $4,200

$ 4,200 is the amount your Surviving Spouse will receive in a lump sum. This amount is payable as soon as practical following your date of death.

If the value of a Qualified Joint and Survivor Annuity is **greater** than the amount calculated under the Pre-Retirement Lump Sum Death Benefit, there is no lump sum benefit payable. Also, if you are not an active employee of the Publisher when your death occurs, there is no lump sum benefit payable.

BENEFICIARIES

If you qualify for a Pre-Retirement Lump Sum Death Benefit and you are not married, your named beneficiary can be anyone you choose. You may change beneficiaries at any time by completing the proper form obtained from the Board of Administration. If you have not named a beneficiary at the time of your death or your beneficiary dies before you do, any benefits payable will be paid to your estate.

EMPLOYMENT AFTER AGE 62

Once you attain age 62, you are entitled to receive a vested benefit, even if you have not completed 5 years of Eligibility Service. However, if you remain actively employed by the Publisher after you attain age 62, your Normal Retirement Benefit will not be paid to you until your actual date of retirement.

When you retire, your benefit will be calculated based upon your Average Monthly Compensation and your years of Benefit Service as of your actual date of retirement, but you will not receive any benefits for any month during which you were eligible to receive them but elected to work at least 40 hours of service instead.

If you retire and begin receiving your benefit and then are reemployed by the Publisher after age 62, payment of your benefit will not be made during any month in which you are credited with 40 or more Hours of Service. You will receive a notice from the Board of Administration explaining why your benefit payments have stopped. When you stop working 40 hours per calendar month, you will once again be paid your retirement benefits but the amount may be adjusted to take into account your additional period of employment.

OTHER THINGS YOU SHOULD KNOW

Breaks in Service: A Break in Service is an interruption of coverage under the Plan. Ordinarily, a Break in Service occurs if your employment with the Publisher terminates, and you thereafter return to employment with the Publisher. However, you will also have a Break in Service if you have less than 9 weeks of service during a calendar year (except in the first year of your employment).

If you are not vested (that is, you have less than 5 years of Eligibility Service) and you terminate employment with the Publisher, all of your service earned prior to termination will be lost. If you are reemployed at a later date by the Publisher, your years of Eligibility Service and Benefit Service earned prior to your break may be reinstated under the following circumstances:

(a) **Break in Service between 1976 and 1985**

If you had a Break in Service after January 1, 1976 but prior to January 1, 1985 and you were thereafter reemployed by the Publisher, your prior years of Eligibility Service and Benefit Service will be reinstated following the completion of one year of Eligibility Service provided the length of your break was less than the number of years of Eligibility Service you earned before the break.

For example, if you had 6 years of Eligibility Service when you terminated and you are reemployed after a 4 year break, your prior service will be reinstated (4 years of break is less than 6 years of Eligibility Service). If, however, you are reemployed after a 7 year break, your prior service would not be reinstated; you would be treated as a new employee. (7 years of break are greater than 6 years of Eligibility Service).

(b) **Break in Service during or after 1985**

If you have a Break in Service on or after January 1, 1985, your prior years of Eligibility Service and Benefit Service will be reinstated only if the length of the break does not equal or exceed the greater of:

(i) 5 years, or

(ii) The number of years of Eligibility Service earned prior to your break.

For example, if you quit after completing 2 years of Eligibility Service and you are reemployed 4 years later, your prior years of Eligibility and Benefit Service would be reinstated because the length of the break (4 years) does not exceed 5 years (the greater of 5 years or 2 years . . . the number of years of Eligibility Service earned prior to the break).

If you quit after completing 2 years of Eligibility Service and you are reemployed 7 years later, your prior service would not be reinstated because the length of the break (7 years) exceeds 5 years (the greater of 5 years or the number of years of Eligibility Service earned before the break).

Exceptions to the Break in Service Rules: You may be absent from employment or may no longer be covered by the Plan without having a Break in Service in the following cases:

(a) **Maternity or Paternity Leave of Absence:** If you are absent beginning after December 31, 1984 due to your pregnancy, the birth or adoption of your child or the care of your child after its birth or adoption. While a Break in Service occurs if you complete less than 9 weeks of service in a calendar year, if you are on a maternity or paternity leave of absence, you will receive a maximum of 9 weeks of service during the year in which the absence begins if you need these weeks to prevent a Break in Service. If you already have at least 9 weeks of service in the year your absence begins, the 9 weeks of service will be credited to the next following year.

(b) **Military Service:** If you are absent from employment because you are in the Military Service of the United States, you will not be considered to have terminated employment and you will not incur a Break in Service as long as you return to the employ of the Publisher within the time period specified by law following your military discharge.

(c) **Transfers:** If you are transferred to a position not covered by this Plan while still in the employ of the Publisher, or with another corporation which is part of a controlled group of corporations of which the Publisher is a member, you will receive credit for your years of Eligibility Service earned during your period of other employment but you will not earn additional Benefit Service.

(d) **Other Leaves of Absence:** If you are granted a leave of absence at your request, for reasons other than maternity, paternity or military service you may only receive credit for Eligibility Service and Benefit Service during your absence if you contribute to the Fund the amount of money the Publisher would have had to contribute on your behalf if you were not absent. In addition, you must return to the employ of the Publisher within the time period specified in the leave of absence. If you do not return within that time period, you will not receive credit for your Eligibility Service or Benefit Service and your contribution(s) will be returned to you.

ASSIGNMENT OF BENEFITS

Assignment of Benefits: For the protection of your interests and those of your dependents, your benefits under this Plan cannot be assigned and are not subject to the claims of creditors. However, benefits can be assigned to another individual if required by a "qualified domestic relations order." A qualified domestic relations order is a Court order which requires that part or all of your pension be paid to another person, such as a spouse or child, if required under a provision of a domestic relations order, which generally relates to alimony, child support or property settlement in the event of a divorce. The Board of Administration has established procedures to determine if Court order is a qualified domestic relations order.

CONTRIBUTIONS TO THE TRUST FUND

Contributions to the Trust Fund are made by the Publisher. The amount of the contribution is determined in accordance with the Collective Bargaining Agreement between the Publisher and the Guild. You are not required to make contributions to the Trust Fund. You may voluntarily contribute money to the Trust Fund only while you are on an approved leave of absence and would like to earn Eligibility Service and Benefit Service during your absence.

Contributions are held in Trust, invested and managed by professionals hired by the Board of Administration, and used to pay benefits in accordance with the Plan.

ADMINISTRATION OF THE PLAN

The Plan is administered by a Board of Administration composed of six individuals. Three members of the Board are appointed by the Publisher and three members shall be appointed by the Union. Members of the Board of Administration do not receive compensation from the Trust Fund for serving on the Board.

CLAIMS FOR BENEFITS

Normally, if you are entitled to benefits under the Plan, any benefits to which you are entitled under the Plan will be paid to you. However, if you or your beneficiary feels entitled to benefits which the Board of Administration has denied, or if you and your beneficiary disagree with the amount or timing of any benefits to be paid under the Plan, you or your beneficiary may make a claim for benefits. The claim must be in writing and mailed or delivered to the Board of Administration at the Publisher's office at the address indicated on the last page of this summary. This written claim should include the claimant's name, mailing address and telephone number and should explain the claim as clearly as possible.

Within 60 days after a claim is received, the Board of Administration will notify the claimant in writing whether the claim has been granted or denied in whole or in part. If the Board of Administration denies the claim, the notice must describe the specific reason or reasons for the denial, give a description of any additional material or information necessary to perfect the claim and explain the claim review procedure set forth in the Plan. If within 60 days after you or your beneficiary make the claim the Board of Administration neither grants nor denies it, it is treated as denied for purposes of this review procedure.

Upon denial of a claim in whole or in part, the claimant will have 60 days within which he or she may file with the Board of Administration a written request for a review of the denial. Within 60 days after receiving such a request, the Board of Administration will schedule a hearing to review the claim. This hearing must be attended by at least a majority of the Board of Administration. A decision on the claim will be rendered at the hearing or as soon as possible thereafter but in no event later than 120 days after the Board of Administration has received your written request for review.

AMENDMENT AND/OR TERMINATION OF THE PLAN

Although the Publisher intends to continue the Plan indefinitely, it does have the right to amend or terminate the Plan. Also, the Pension Benefit Guaranty Corporation (the "PBGC") (which guarantees payment of a portion of your benefits, as described below) may terminate the Plan if:

(a) it doesn't meet the minimum funding standards;

(b) it can't pay benefits when due; or

(c) the Plan is in such a condition that it would increase the PBGC's liability if the Plan was continued.

In addition, the Plan will automatically terminate upon the dissolution, merger, consolidation or reorganization of the Publisher unless any successor to the Publisher agrees in writing to continue the Plan. There are also certain circumstances which could result in the Plan being partially terminated. You will be notified of the termination or any partial termination of the Plan.

If the Plan is terminated, your benefits will be fully vested and nonforfeitable to the extent then funded. Only those participants affected by a partial termination of the Plan will have fully vested benefits.

SOCIAL SECURITY

The retirement income provided in this Plan is separate from and in addition to your Social Security benefits.

The amount of your Social Security benefits is determined from your average monthly earnings (subject to Social Security taxes) over a certain period of time. The exact amount of your payments can be determined only after an application has been made to get the later information regarding your benefit. To receive this information, write to:

The Department of Health and Human Services
Social Security Administration
Baltimore, Maryland 21235

When you are writing for information regarding your Social Security benefit, be sure to include your Social Security Number.

STATEMENT OF ERISA RIGHTS

As a participant in the Pension 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:

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

2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operations 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 employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension 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 the above rights. For instance, if you properly request materials from the Plan and do not receive them within 30 days, you may file a suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 a federal court. The court will decide who should pay court 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor.

Participants who terminate employment with vested pension benefits and are subsequently unable to locate either: (i) the Plan booklet which describes the benefit formula in effect at termination date; or (ii) a statement from the Trustees which set forth the amount of actual benefits earned as of date of termination, may request from the Plan Administrator information regarding benefits earned under the Plan.

PLAN TERMINATION INSURANCE

Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement date benefits, early retirement date benefits and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered Plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect less than five years before it terminates, or if benefits have been increased within the five years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to:

Pension Benefit Guaranty Corporation
Insurance Operations Department
Standard Termination Processing Division
ARTAB Suite 930
1200 K Street, NW
Washington, DC 20005-4026

You may also call (202) 326-4000 [TTY/TDD (202) 326-4179]. Note: These are not toll free numbers and collect calls cannot be accepted.

GENERAL INFORMATION

Name of Plan:

Amendment and Restatement of the
Detroit Free Press, Inc. – Newspaper Guild of Detroit Pension Plan

Name and Address of Publisher:

The Detroit Free Press, Inc.
321 Lafayette Boulevard
Detroit, MI 48231

Name and Address of Board of Administration:

Board of Administration
The Detroit Free Press, Inc. – Newspaper Guild of Detroit Pension Plan
700 Tower Dr. Suite 300
P.O. Box 4565
Troy, MI 48099

Employer Identification Number:

38-1947531

Plan Number:

001

Type of Plan:

Defined Benefit Plan

Agent for Service of Legal Process:

Board of Administration

Name and Address of Each Board Member:

Guild Representatives:

Lou Mleczko
Secretary–Board of Administration
220 Bagley St.
Suite 1000
Detroit, MI, 48226

Jocelyn Faniel-Heard
Newspaper Guild of Detroit
220 Bagley St.
Suite 1000
Detroit, MI 48226

John Gallagher
Newspaper Guild of Detroit
220 Bagley St.
Suite 1000
Detroit, MI 48226

Publisher Representatives:

Grace Bennett
Chairperson, Board of Administration
Detroit Free Press
615 W. Lafayette
Detroit, MI 48226

Mark Brown
Detroit Free Press
615 W. Lafayette
Detroit, MI 48226

Kristi Plain
Gannett
615 W. Lafayette
Detroit, MI 48226