

**THE RETIREMENT PLAN FOR
LOS ANGELES NEWSPAPER GUILD EMPLOYEES
OF
PRESS TELEGRAM PUBLICATIONS, INC.**

Summary Plan Description

Effective Date of This Summary: July 1, 2002

ABOUT YOUR RETIREMENT PLAN

The Retirement Plan for Los Angeles Newspaper Guild Employees of Press Telegram Publications, Inc. (the “Plan”) was originally adopted effective November 23, 1970, restated and amended effective January 1, 1997. (Press Telegram Publications, Inc., a wholly owned subsidiary of Knight-Ridder, Inc., was formerly named Twin Coast Newspapers, Inc.) It was maintained since its adoption pursuant to a collective bargaining agreement between Press Telegram Publications, Inc. (the “Company”) and the Los Angeles Newspaper Guild (the “Guild”), until the sale of the Company on December 17, 1997. The Plan is designed to provide Participants with retirement income.

Benefit accruals under the Plan ceased effective December 17, 1997, due to the sale of the Company and the expiration of the collective bargaining agreement with the Guild. The Plan has been formally terminated as of August 31, 2001. Approval of the termination has been recently received from the Internal Revenue Service. Although the Plan is terminated, you are still entitled to any Plan benefits you previously accrued and that were vested or became vested.

This booklet describes the terms of the Plan as applicable to an individual who was entitled to benefits under the Plan as of December 17, 1997, if at that time he or she was employed by the Company, retired from the Company, terminated with vested benefits, or on disability leave, or if he or she is a surviving beneficiary of any such individual who died before or after that date.

As you read this booklet, you will notice that some of the terms are in quotes and/or underlined. This is done so that some terms can be shortened whenever they are used in the booklet. If you don’t remember what a particular term means, check the “Index of Important Terms” following the Table of Contents. It will tell you the page on which the term is defined.

Please read this plan summary carefully. Make sure you understand how you entered the Plan, when you became eligible for a benefit, how the amount of your benefit is determined, and under what circumstances a benefit will or will not be paid.

The Plan Administrator is the Board of Trustees (Board or Board of Trustees); half the Board’s members are appointed by Knight-Ridder and half are appointed by the Guild. The address for the Board of Trustees is as follows:

Board of Trustees
Los Angeles Newspaper Guild Retirement Plan
P.O. Box 41071
Long Beach, CA 90853

The Trustees have hired Tanja Pierce on a part-time basis as the “Local Plan Administrator” to assist in the day-to-day activities of Plan administration. She can be reached at the address above or by telephone at (562) 433-1029. Please address all inquiries regarding the Plan to her, rather than to Knight-Ridder or the Press-Telegram. She can provide general information about the Plan or direct you to some one who can provide you more specific information.

After December 31, 2002, all remaining benefits payable under the Plan based on Benefit Accrual Service will have been “annuitized.” This means that the Plan has arranged with an insurance company to provide these annuity benefits payable under the Plan by paying the insurance company for the cost of the benefits in advance. The insurance company will also be paying Surplus Benefits under the terms of the Plan. The insurance company is Principal Life Insurance Company (the “Insurance Company”). After December 31, 2002, you should contact the Insurance Company at the following address and telephone number for questions regarding the amount or timing of your benefits and to request any forms you need to commence or elect benefits:

Vicki Prorock
Principal Life Insurance Co.
3025 College Street
Grand Island, NE 68802-4930
(800) 944-8631, Ext. 57274

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ELIGIBILITY AND PARTICIPATION IN THE PLAN

Who Is Eligible

To be eligible to participate in and receive a benefit from the Plan (an “Eligible Employee”), you must have been employed by the Company under employment terms governed by a collective bargaining agreement with the Guild **and** you must have satisfied one of the following conditions as of December 17, 1997:

- You were a regular employee of the Company employed at or out of the Long Beach Press-Telegram work site, or
- You had retired from the Company or previously terminated your employment from the Company with a deferred vested benefit from the Plan, or
- You were on disability leave from the Company.

You may also be eligible to participate in and receive a benefit from the Plan if you are an “Eligible Beneficiary” at any time on or after December 17, 1997. Eligible Beneficiary requirements are explained in the section on the Plan surplus benefit.

When Participation Began

You automatically entered the Plan (i.e., become a “Participant”) on the first day of the month after you completed 60 days of service as an Eligible Employee.

SERVICE UNDER THE PLAN

NOTE: All benefits under the Plan which are based on Benefit Accrual Service have been “annuitized” by the Plan. This means that the Plan has arranged with an insurance company to provide the annuity benefits payable under the Plan by paying the insurance company for the cost of the benefits in advance. This is explained more fully on page ii of the Introduction section.

Two types of service count under the Plan for purposes of determining retirement benefits: (1) Benefit Accrual Service and (2) Vesting Service.

Benefit Accrual Service

If you were a Participant in the Plan before January 1, 1988, the Plan uses Benefit Accrual Service to determine how much of a retirement benefit you accrued before that date. (For service after 1987, your retirement benefit is based upon your total compensation received from the Company after 1987.) Your “Benefit Accrual Service” is your total period of continuous service as an Eligible Employee of the Company prior to January 1, 1988, rounded to the nearest 1/12th of a year, up to a maximum of 35 years. In addition, Benefit Accrual Service may include a leave of absence after November 23, 1970 for full-time employment by the Guild if you or the Guild contributed to the Plan

during the leave. See “Plan Funding” on page 22. Notwithstanding any provision of the Plan or this summary plan description to the contrary, benefit accruals and service credit with respect to qualified military service after October 13, 1994, and before December 17, 1997, will be provided in accordance with Internal Revenue Code (“Code”) §414(u).

Vesting Service

Vesting Service determines whether you are entitled to receive the retirement benefit you have accrued. You are entitled to (or “Vested”) in your retirement benefit once you have completed five full years of Vesting Service (provided that if you terminated employment before age 55, at least two of those years must have been completed after November 23, 1970) or you continued to work for the Company (i.e., the Press Telegram) or any of its affiliates (“Other Knight Ridder Companies”) after age 65. Also, if you had retirement benefits accrued on December 17, 1997, the date Plan benefit accruals ceased, you became 100% vested in those benefits due to the termination of the Plan.

Your “Vesting Service” is the total of:

- for service prior to January 1, 1976, the vesting service credited to you under the terms of the Plan as then in effect; and
- for service after January 1, 1976, each calendar year in which you are credited with —
 - if you are a full-time regular employee of the Company, 1,000 or more “Hours of Service” (as defined below), or
 - if you are a part-time regular employee, 500 or more Hours of Service.

If you did not complete at least 1,000 Hours of Service (500 if you were a part-time, regular employee) in your first calendar year of employment, you would still be credited with a year of Vesting Service for your first calendar year if you completed at least 1,000 Hours of Service (500 if you were a part-time, regular employee) in the 12-month period commencing on your first date of hire.

Hours of Service

Generally, you are credited with an “Hour of Service” for each hour that you were paid, including periods when you were not at work. These non-working hours include paid time for vacations and holidays, illness or short-term disability (but not long-term disability, other than as described in the section below entitled “Periods During Which A Participant Received Long Term or Short Term Disability”), and periods for which back pay was awarded. Notwithstanding any provision of the Plan or this summary plan description to the contrary, benefit accruals and service credit with respect to qualified military service will be provided in accordance with Code §414(u).

Breaks in Service

If you left the Company and all Other Knight Ridder Companies and were later rehired, you may, under some circumstances, have had any prior Benefit Accrual and Vesting Service restored. See “If

You Left the Company and Were Later Rehired” on page 12. Notwithstanding any provision of the Plan or this summary plan description to the contrary, benefit accruals and service credit with respect to qualified military service will be provided in accordance with Code §414(u).

Periods of Disability

Effective for periods on and after September 8, 1983, for both Vesting and Benefit Accrual purposes, the Plan will credit all Hours of Service for all periods during which you were a Plan Participant and were receiving long-term or short-term disability benefits. In such cases, for purposes of determining Final Average Compensation in computing benefits, the Plan will assume that a disabled Participant had continued to be paid throughout the period of disability at the rate in effect immediately before the start of the period of disability. However, no Hours of Service shall be granted to the Participant for Benefit Accrual Service unless the Participant (1) returned to active employment with the Company after the period of disability, (2) attained the Participant’s Normal Retirement Date or (in the case of a Participant who elects Early Retirement) the Participant’s Early Retirement Date while still receiving long term or short term disability benefits from the Company or workers’ compensation benefits on account of employment with the Company, or (3) was still receiving long term or short term disability benefits from the Company or workers’ compensation benefits on account of employment with the Company on December 17, 1997.

WHEN YOU MAY RETIRE

You may begin to receive benefits from the Plan only under one of four types of retirement: normal retirement, deferred retirement, early retirement, and terminated vested retirement. You should provide the Local Plan Administrator (after December 31, 2002, the Insurance Company) with written notice that you intend to retire at least 90 days before your selected retirement date so that your retirement can be timely processed.

Normal Retirement Date

If you work until age 65, you may retire on the first day of the month on or after which you reach age 65 (your “Normal Retirement Date”).

Deferred Retirement

You may continue to work beyond age 65 and defer retirement benefit payments under the Plan. However, federal law requires that benefit payments begin by April 1 following the close of the calendar year in which you have a termination of employment from the Company or any Other Knight Ridder Company, or, if later, April 1 following the close of the calendar year in which you reach age 70½.

Early Retirement

If you are at least 55 years old and completed at least five full years of Vesting Service (“Early Retirement”), you may elect to retire on the first day of any month.

Terminated Vested Retirement

If you left the Company and all Other Knight Ridder Companies before age 55 but after you completed five or more years of Vesting Service (at least two of which years were completed after November 23, 1970), you are entitled to a Terminated Vested Retirement benefit. You will begin receiving benefits at your Normal Retirement Date. You may, however, elect to receive benefits as of the first day of any earlier month after you reach age 55 or you may elect to defer retirement benefits. However, federal law requires that benefit payments begin by April 1 following the close of the calendar year in which you have a termination of employment from the Company, or, if later, April 1 following the close of the calendar year in which you reach age 70½.

Non-Vested Termination

If you left the Company before age 65 and before completing five years of Vesting Service and before December 17, 1997, you will not be entitled to any benefits from the Plan, except that if contributions to the Plan were made by you or on your behalf by the Guild while you were on a leave of absence for full-time employment with the Guild, you will be entitled to a refund of any such contributions that were not previously refunded to you. See "Plan Funding" on page 22.

Vested after December 17, 1997

If you left the Company before age 65 and before completing five years of Vesting Service but were an employee of the Company on December 17, 1997, you are deemed to be fully vested in any retirement benefits you did accrue. You will begin receiving benefits at your Normal Retirement Date. You may, however, elect to receive benefits as of the first day of any earlier month after you reach age 55 or you may elect to defer retirement benefits. However, federal law requires that benefit payments begin by April 1 following the close of the calendar year in which you have a termination of employment from the Company and all Other Knight Ridder Companies, or, if later, April 1 following the close of the calendar year in which you attain age 70½.

Special Distribution Rules

The Internal Revenue Code imposes special distribution rules which require commencement of benefits at age 70½, regardless of employment status, on Participants who are more than five percent (5%) owners of the Company or any Other Knight Company. Since the Plan covers only employees whose employment with the Company was governed by a collective bargaining agreement, it is not likely that these special rules would have application in this Plan.

HOW YOUR BENEFIT WILL BE DETERMINED

Normal or Deferred Retirement

Basic Benefit Formula For Participants Who Terminated Employment Before July 1, 1997:

Effective January 1, 1992, if you retire on or after age 65, and *were not a Plan participant actively employed at the Press-Telegram on or after July 1, 1997*, you will be entitled to a monthly benefit

payable for your life determined under either (i) the basic benefit formula described immediately below, or (ii) under the calculation called the alternate benefit formula if it would be higher (described below under the heading “Alternate Benefit Formula”) :

Step One - Pre-1988 Participation

If you were a Plan Participant prior to 1988, multiply (a) your average annual rate of “compensation” (as defined below) paid for the period during 1985, 1986 and 1987 that you were a Participant in the Plan, by (b) your total Benefit Accrual Service prior to January 1, 1988 and (c) .0011000

Step Two - Post-1987 Participation

Multiply (a) your aggregate “compensation” (as defined below) for the period after December 31, 1987 during which you were a Plan participant, by (b).0011916

Step Three

Add the results of Steps One and Two.

Basic Benefit Formula For Participants Who Terminated Employment On or After July 1, 1997:

Effective January 1, 1992, if you retire on or after age 65, and *were a Plan participant actively employed at the Press-Telegram on or after July 1, 1997*, you will be entitled to a monthly benefit payable for your life determined under either (i) the basic benefit formula described immediately below, or (ii) under the calculation called the alternate benefit formula if it would be higher (described below under the heading “Alternate Benefit Formula”) :

Step One - Pre-1988 Participation

If you were a Plan Participant prior to 1988, multiply (a) your average annual rate of “compensation” (as defined below) paid for the period during 1985, 1986 and 1987 that you were a Participant in the Plan, by (b) your total Benefit Accrual Service prior to January 1, 1988 and (c) 1/12 of 1.39% (0.00115833).

Step Two - Post-1987 Participation

Multiply (a) your aggregate “compensation - (as defined below) for the period after December 31, 1987 during which you were a Plan participant, by (b)1/12 of 1.50% (0.001215)

Step Three

Add the results of Steps One and Two.

Example:

Let's say you were employed at the Press Telegram on July 1, 1997, and then retired at age 65 after completing 29 years of Benefit Accrual Service, 20 of which were completed prior to January 1, 1988. Your average annual compensation for 1985, 1986 and 1987 is \$20,000. Your total compensation for your full and partial years after December 31, 1987 is \$230,000.

Using these assumptions, your monthly normal retirement benefit would be determined as follows:

1.	$\$20,000 \times 10 \times .00115833$	\$220.00
2.	$\$230,000 \times .00125$	\$247.07
3.	$\$220.00$ and $\$274.07$	\$494.07

In this case your normal retirement benefit will be \$494.07 each month for your life. Note that the benefit described above is described in the form of a "Life Only" annuity; however, if the benefit you choose is payable as a 50% Joint and Survivor Annuity, the monthly amount will be less.

Definitions and Rules Applicable to All of the Above Benefit Formulas:

"Compensation" means only your regular straight-time salary or wages and does not include overtime, bonuses, shift differential or other payments.

If you have more than 35 years of Benefit Accrual Service, only the most recent 35 years of Benefit Accrual Service during which you received compensation from the Company will be counted for purposes of determining your normal retirement benefit.

If no event will your monthly benefit as determined under these formulas be less than the monthly benefit to which you would have been entitled under the formula in effect prior to 1991 based on your service and compensation through December 31, 1991.

Alternate Benefit Formula:

The Plan provides that if your benefit would be higher under this alternate benefit formula than under the basic benefit formula described above, you will receive benefits calculated under this alternate formula. Under the alternate formula, effective April 5, 1994, and applicable to Plan participants who were credited with an Hour of Service after that date, the monthly benefit is determined by multiplying 1/12 times the product of the following: (a) 1.05% of your "Final Average Compensation" (as described in the next sentence), times (b) your total years of Benefit Accrual Service, up to a maximum of 35. Effective July 1, 1997, "Final Average Compensation" is calculated by averaging the highest five of your last 10 calendar years while covered by the Plan.

Under any of these formulas, it is important to note that the Normal Retirement benefit so determined is a Life Only Benefit. That is, if you receive the 50% Joint and Survivor Benefit with your spouse as beneficiary or you elect another form of payment which provides survivor benefits (as discussed below under "How Your Benefit Will Be Paid"), your monthly benefit will be actuarially reduced to take the survivor benefit into account.

Early Retirement

Pre-January 1, 1992, Early Retirement

If you elected Early Retirement effective before January 1, 1992, the benefit you would receive would be determined under the same formula that applies to Normal Retirement on or after age 65 (see “Normal or Deferred Retirement” above), except that if you elected to commence payment of your retirement benefits more than 12 months before your 65th birthday, your monthly benefit would have been reduced by 5% for each year by which your early retirement date preceded your 65th birthday, interpolated for months. If your early retirement date was within the 12 months before your 65th birthday, you would have received an unreduced benefit. The benefit reduction is illustrated in the following table:

<u>If your benefits began at age . . .</u>	<u>You would have received this % of your retirement benefit</u>
65	100%
64	100%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

Example:

Assume you were entitled to a normal retirement of \$300 per month for your life beginning at age 65. If you elected early retirement on the first day of the month after you reached age 62, you were entitled to a monthly benefit of \$255 (85% of \$300) for your life.

Early Retirement on or after January 1, 1992

For Participants retiring on or after January 1, 1992, the early retirement reduction will be 3% for each year or portion of year by which your early retirement precedes your 64th birthday. The revised benefit reduction is illustrated in the following table:

<u>If your benefits begin at age . . .</u>	60
	59
	58
65	57
64	56
63	55
62	
61	

You will receive this %
of your retirement benefit

100%
100%
97%
94%
91%
88%
85%
82%
79%
76%
73%

Example:

Assume you were entitled to a normal retirement of \$300 per month for your life beginning at age 65. If you elected early retirement on the first day of the month after you reached age 62, you were entitled to a monthly benefit of \$282 (94% of \$300) for your life.

Terminated Vested Retirement

If you leave the Company before age 55 but are Vested, and you choose to start receiving benefits before age 65, the timing and amount of your benefits will be calculated in the same manner as are early retirement benefits. See “Early Retirement” above.

Surplus Benefit

In addition to the foregoing benefits, a “Surplus Benefit” may be available to “Qualified Participants” and their Beneficiaries. The total value of all Surplus Benefits under the Plan is 100% of the amount remaining in the Plan after all of the Plan liabilities for Participant and Beneficiary retirement benefits and Plan expenses have been paid. Any Surplus Benefit will be calculated and disbursed as explained under the heading Surplus Benefit beginning on page 14.

HOW YOUR BENEFITS WILL BE PAID

Once your benefit has been determined, it will be paid through an annuity contract which has been purchased from the Insurance Company, which will pay you a monthly income.

Your marital status at retirement will determine the normal form of benefit payment for you. However, the Plan allows you to choose from several optional forms of payment to meet your personal needs.

Normal Forms of Payment

Unless you elect an optional form of payment, your benefit will be payable under the normal form described below:

- If You are Married at Retirement. If you are married at your retirement date, the normal form of payment is the “50% Joint and Survivor Benefit.” Under this payment form, you will receive monthly benefits for as long as you live and your spouse, if he or she survives you, will receive for his or her lifetime monthly benefits in an amount equal to 50% of the benefits which were payable to you. Because a benefit is payable to your spouse after you die, your benefit under this form of payment is lower than the benefit that would be paid if you received a Life Only Benefit.
- If You are Unmarried at Retirement. If you are unmarried at your retirement date, the normal form of payment is the “Life Only Benefit.” Under this payment method, you will receive an unreduced benefit from the Plan for as long as you live. No payments will be made after your death.

Optional Forms of Payment

If you don't want to have your benefit paid under the normal form, you may elect one of the optional forms of payment described below. This election must be made within the 90-day period ending on your retirement date. Your election period will not end before the 30th day after the date you received the explanation of the optional forms of payment required by Code Section 417(a)(6)(A). In addition, if you are married, your spouse must give his or her written, notarized consent to the optional form you elect and to any beneficiary you designate under that option.

These are the available optional forms of payment:

- Life Only Option. Although this is the normal form of payment for unmarried employees, married employees may elect this option. It provides an unreduced benefit for your lifetime only. No benefits are paid after your death.
- 10-Year Certain and Life Option. This option provides benefits to you for as long as you live, but guarantees that a minimum of 120 monthly payments will be made. If you die after your retirement date but before 120 monthly payments are made, your spouse or beneficiary will continue to receive monthly payments until a total of 120 payments have been made. If you die after receiving at least 120 payments, no benefits will be paid after your death. Because of the guarantee of 120 monthly payments, your monthly benefit under this option will be less than under the Life Only Benefit.
- Joint and Survivor Option. This option provides benefits to you for as long as you live and also provides benefits to your spouse or other designated beneficiary, if he or she survives you, in an amount equal to 50% or 100% (as you elect) of the benefits which were payable to you for his or her lifetime. Your benefit will be less than it would be under the Life Only Benefit because of the survivor benefit feature. The amount of the reduction will depend on the survivor benefit percentage you elect and the age of your spouse or beneficiary.

- Level Income Option. This option is available only if you elect early retirement and elect to receive benefits under the Life Only Benefit. Under this option you may receive an increased monthly benefit from the Plan until you first become eligible for Social Security benefits. Then, once Social Security benefits become payable, benefits from the Plan are reduced so that your monthly benefit is approximately level throughout your retirement.

Automatic Lump Sum Payments. If the single sum present value of your retirement benefit is \$5,000 or less, your benefit will automatically be paid in a lump sum. You will not be permitted to select another form of payment. If your benefit is paid in a lump sum, the Plan will be relieved of all future obligations to you.

Spouse's Consent

If you are married and elect an optional form of payment, or designate someone other than your spouse as your beneficiary, your spouse must, during the 90-day period preceding your retirement date, consent in writing to the payment option or beneficiary you have elected. Your spouse's signature must be witnessed by a notary public or Plan representative.

Choosing a Payment Option

You should notify the Local Plan Administrator (after December 31, 2002, the Insurance Company) at least 90 days before you wish to retire. You will be provided with an explanation about the various payment options, including the amount of your benefit under each option. You will also be given an option election form that must be completed and returned within the 90-day period before your retirement date. Notwithstanding anything to the contrary herein, the 90-day applicable election period to waive the qualified joint and survivor annuity described above and in Code §417(a)(6)(A) shall not end before the 30th day after the date on which the explanation is provided.

When choosing a payment method, it is important to remember that:

- If you elect one of the optional forms of payment and you are married, your spouse must consent in writing to this election.
- You can change your payment election any time within the 90-day period before you retire. However, you cannot change your payment election once benefits have begun.
- If your spouse or beneficiary dies after your elected retirement date, then, unless your benefit is being paid under the 10-year Certain and Life Option, you may not name someone else to receive a survivor's benefit after your death.
- If your spouse or beneficiary dies before your elected retirement date, your election will be revoked and your benefit will be paid under the normal form of payment applicable to you, unless you make another election.
- If you die before your retirement date, no benefit will be payable unless you are eligible for the pre-retirement death benefit. See "If You Die Before Retirement" on page 11.

- Because the Plan is designed to pay you a retirement income, you may not elect a survivor option that is expected to pay you less than 50% of the value of your benefit during your lifetime. This restriction may apply if there is a substantial age difference between you and your beneficiary.

Surplus Benefit

Any Surplus Benefit will be calculated and disbursed as explained below under the heading Surplus Benefit on page 14.

IF YOU DIE BEFORE RETIREMENT

If you should die after you have become Vested in your retirement benefit but before your retirement date, your surviving spouse, designated beneficiary, children, or estate may be eligible to receive a pre-retirement death benefit from this Plan. If you die after your retirement date, survivor benefits, if any, will be payable only in accordance with the terms of the form of retirement benefit you are receiving, as described in the previous section.

Who Is Eligible For This Protection

Married Participants. If you are married and have completed at least five years of Vesting Service or reached age 65 while an employee of the Company and die before your retirement benefits have commenced, your spouse will receive a survivor annuity. You may not designate anyone else to receive this benefit.

Unmarried Participants. If you are not married and you die (a) after November 1, 1991, (b) while an employee of the Company, and (c) after you have completed at least five years of Vesting Service or have reached age 65, a survivor annuity will be payable to your designated beneficiary. If you fail to designate a beneficiary for this benefit on a form supplied by the Plan, it will be paid in equal shares to your surviving children. If you do not have any surviving children and fail to designate a beneficiary, this benefit will not be payable. However, if you were an Employee of the Company on December 17, 1997, and die on or after September 1, 2001, and had no surviving children or designated beneficiary, this benefit will be paid in a lump sum to your estate.

Amount and Timing of Pre-Retirement Survivor Annuity

If you are Vested and die after age 55, your surviving spouse or designated beneficiary, as applicable, will receive an annuity for his or her life equal to the benefit he or she would have received if you had retired on the day before your death under the 50% Joint and Survivor Benefit with him or her as the designated survivor annuitant. This benefit is payable beginning as of the first day of the month following your death.

If you are Vested and die before age 55, your spouse or designated beneficiary, as applicable, will receive an annuity for his or her life equal to the benefit he or she would have received under the 50% Joint and Survivor Benefit with him or her as the designated survivor annuitant if you had terminated employment with the Company on the date of your death (if you had not already terminated

employment) and survived until age 55. This benefit is payable beginning as of the first day of the month on or after the date you would have reached age 55. In either case, if the single sum present value of this benefit is \$5,000 or less, it will be paid to your spouse or designated beneficiary, as applicable, in a single sum. Special rules apply to calculation and payment of pre-retirement survivor benefits to estates and children, under certain circumstances.

IF YOU LEFT THE COMPANY AND WERE LATER REHIRED

If you left the Company and all Other Knight Ridder Companies and were later rehired as an Eligible Employee, any Vesting Service and accrued retirement benefit which was credited to you under the Plan at the time you left may have been restored to you when you were rehired. Your prior Vesting Service was be restored if you were Vested when you left. Your prior accrued retirement benefit was also be restored if you were Vested when left, unless you had received a lump sum payment of your prior accrued retirement benefit.

If you were not Vested when you left, upon your rehire your prior Vesting Service and accrued retirement benefit were restored unless:

- you left before December 31, 1984 and, as of that date, your consecutive number of “Break in Service Years” (as defined below) was equal to or greater than your prior years of Vesting Service, or
- regardless of when you left, your consecutive number of Break in Service Years was equal to or greater than the greater of (a) your prior years of Vesting Service, or (b) five years.

Special rules apply to any interruption of service which occurred prior to January 1, 1976.

A “Break In Service Year” is any calendar year in which you were credited with fewer than 501 Hours of Service. However, a Break in Service Year will not include any calendar year which you were: (a) on an authorized leave of absence or (b) on a layoff and on the preferential hiring list of the Company (not to exceed 6 months) provided you return to work or apply for rehire within 3 days of the end of your leave or the date set in any notice of rehire.

In the case of a leave of absence because of pregnancy, childbirth or adoption of a child, or to take care of a child immediately following birth or adoption, you were credited with up to eight Hours of Service a day for each day absent, up to a maximum of 501 Hours of Service. If this leave extended over more than one calendar year, the hours were credited to the calendar year for which they were needed to prevent a Break in Service Year from occurring. However, these hours were not counted in determining Vesting Service or Benefit Accrual Service.

Example:

Assume you left the Company (and did not go to work for any Other Knight Ridder Company) in January 1990 when you had three years of Vesting Service (and thus were not Vested), were rehired in February 1994 and were credited with at least 501 Hours of Service in 1994. In this situation, you would retain credit for your prior three years of Vesting

Service, because your consecutive number of Break in Service Years (four–1990 through 1993) would be less than five.

Notwithstanding any provision of the Plan or this summary plan description to the contrary, benefit accruals and service credit with respect to qualified military service will be provided in accordance with Code §414(u).

Re-employment After Retirement

If you were re-employed by the Company or any of the Other Knight Ridder Companies after you began receiving retirement benefits, your benefit payments were suspended during your period of re-employment if you were re-employed to work more than 40 hours per month. If you were rehired after retirement, you received an explanation of these “suspension of benefit” rules.

IF YOU TRANSFERRED

If You Transferred to Guild-Covered Employment at the Company From Non Guild-Covered Employment at the Company or From One of the Other Knight Ridder Companies

If you transferred from employment with the one of the Other Knight Ridder Companies or from a non-bargaining unit position at the Company (i.e., employment as other than an Eligible Employee) to bargaining unit employment by the Company before December 17, 1997, when all benefit accruals under the Plan ceased, both your non bargaining unit service or service at the Other Knight Ridder Company and/or your bargaining unit service at the Company will count towards Vesting Service. Your non bargaining unit service at the Company and/or your service with the Other Knight Ridder Company will not, however, be credited for purposes of determining the amount of your retirement benefit.

If You Transferred to a Non-Guild Position or To One of the Other Knight Ridder Companies

If you transferred from bargaining unit employment by the Company to employment with the Company not represented by the Guild (i.e., other than as an Eligible Employee) or to one of the Other Knight Ridder Companies, the amount of your retirement benefit is fixed as of the date of the transfer and any vested retirement benefits will not be payable until you leave the Company and all of the Other Knight Ridder Companies. However, your continued service with the Company or any of the Other Knight Ridder Companies counted towards Vesting Service until December 17, 1997, when all benefit accruals under the Plan ceased.

FORFEITURE, LOSS OR REDUCTION OF BENEFITS

There are some other situations where you, your spouse or your beneficiary will not receive a benefit or your benefit will be less than expected. Some of those circumstances are:

- If you left the Company before age 65 and before completing five years of Vesting Service and before December 17, 1997, you will not be eligible for a Plan benefit.

- If you die before your retirement date and you are not Vested, no benefit will be payable.*
- If you die before your retirement date and you are not married, and fail to designate a pre-retirement death beneficiary, then under certain circumstances no benefit will be payable.* See section on pre-retirement death benefits under the heading If You Die Before Retirement on page 11.
- If you are single when you retire and you do not elect an optional form of payment, benefit payments will stop when you die.
- Federal law may impose limits on the amount of benefits which you may receive from the Plan. Generally these limits apply only to higher paid employees. You will be notified if this applies to you.
- A “qualified domestic relations order” (as discussed below) may require the payment of a portion of your benefits to someone else such as your spouse, former spouse or children. You will be notified if the Plan receives such an order relating to your benefits.

SURPLUS BENEFIT

What is a Surplus Benefit?

Under the terms of the Plan, when the Press-Telegram was sold on December 17, 1997, the retirement benefits that each affected Participant accrued under the Plan became fully vested and non-forfeitable to the extent funded under the Plan. At that time, the then present value of the retirement income benefit for each Participant was determined. As provided under the Plan, the Board of Trustees has calculated the amount of Plan assets to be allocated to Participants and Beneficiaries to pay Plan benefits and pay for Plan expenses.

Under the terms of the Plan, in the event of a termination, the Board of Trustees were to “annuitize” benefits. This means that the retirement income benefits payable will be provided through the Board of Trustees’ purchase of a non-transferable annuity contract or contracts from a commercial life insurance company and through lump sum distributions to Participants entitled to benefits having an Actuarial Equivalent single sum value of \$3,500 (effective December 17, 1997, \$5,000) or less on the date of termination. These Plan provisions have been carried out by the Board of Trustees.

After undertaking those calculations, determining the costs of annuitizing the benefits and projecting the final expenses of the Plan, the Board of Trustees determined that the Plan would have excess funds. Under the Plan, in such a circumstance the Board of Trustees was directed to amend the Plan

* If you contributed to the Plan or the Guild contributed for you while you were on a leave of absence for full-time employment by the Guild, a refund of such contributions plus credited interest will be payable to you or, in the event of your death, your beneficiary. See “Plan Funding” on page 22.

to provide Participants and Beneficiaries with additional benefits or increased benefits out of the expected surplus, beyond the normal benefits otherwise payable under the Plan, a Surplus Benefit.

Calculation of Surplus Benefit

The Surplus Benefit for each “Qualified Participant or Beneficiary” has been determined by the Board of Trustees. In order to provide for payment of the Surplus Benefit amount to each Qualified Participant or Beneficiary the Board of Trustees has adopted an amendment to the Plan (new Section 4.3(4)) which outlines how the Surplus Benefit will be calculated and shared for each Qualified Participant or Beneficiary and when and how each Qualified Participant or Beneficiary will receive his or her share. The amendment defines two key terms to be used by the Plan to determine the exact amount of Surplus Benefit available to the Plan for distribution. Those terms are “Final Distribution Date” and “Net Aggregate Surplus Benefit.”

The “Final Distribution Date” is the earliest administratively feasible date on which a Surplus Benefit could be paid by the Plan. This date can be no sooner than the first business day following (1) receipt by the Plan of all governmental approvals relative to the termination of the Plan, (2) payment of all other Accrued Benefits to all Qualified Participants and Beneficiaries, and (3) deduction for and payment of all expenses of the Plan, including expenses incurred in connection with the Plan’s termination, payment of Accrued Benefits, and determination and payment of the Surplus Benefit amount for each Qualified Participant and Beneficiary.

The “Net Aggregate Surplus Benefit” is the total value of the Surplus Benefit amount for each Qualified Participant or Beneficiary. It equals the aggregate Actuarial Equivalent value, expressed as a single sum, of one hundred percent (100 %) of the amount remaining in the Plan after (1) payment by the Plan of all liabilities for Participants' and Beneficiaries' Accrued Benefits and (2) deduction of all expenses and administrative fees and costs of the Plan, including those incurred by the Plan in connection with its termination, payment of Accrued Benefits, and determination and payment of the Surplus Benefit amount for each Qualified Participant or Beneficiary.

No Qualified Participant or Beneficiary has any right to any Surplus Benefit amount prior to the Final Distribution Date. When the Final Distribution Date has arrived the Board of Trustees will arrange for notice to each Qualified Participant and Beneficiary of his or her “Surplus Benefit” amount. The notice will also describe when and how each Qualified Participant and Beneficiary may elect to receive his or her share of the Surplus Benefit.

Not every Qualified Participant or Beneficiary will receive the same share of the Surplus Benefit. The Board of Trustees has made a thorough actuarial study of the Qualified Participants and Beneficiaries in the Plan and established a formula for sharing the Net Aggregate Surplus Benefit among three distinct groups: (a) Active Qualified Participants, (b) Terminated Vested Qualified Participants and (c) Retired Qualified Participants. Beneficiaries are placed in groups according to the status of the Qualified Participants from whom the Beneficiaries’ rights derive. Each Qualified Participant or Beneficiary in a group will receive a share of the Net Aggregate Surplus Benefit allocated to that group, determined by multiplying the ratio of the Actuarial Equivalent value, expressed as a single sum, of the Qualified Participant’s or Beneficiary’s Accrued Benefit in the Plan to the aggregate

Actuarial Equivalent value of the Accrued benefits in the Plan, expressed as a single sum, for all Qualified Participants and Beneficiaries in the group.

- The Surplus Benefit amount for the Active Qualified Participant group is forty-three and five tenths percent (43.5%) of the Net Aggregate Surplus Benefit. An “Active Qualified Participant” is a Qualified Participant who was employed by the Company or any of the Other Knight Ridder Companies or was on long-term disability as of December 17, 1997, and meets the Plan definition of Eligible Employee.
- The Surplus Benefit amount for the Terminated Vested Qualified Participant group is ten and five tenths percent (10.5%) of the Net Aggregate Surplus Benefit. A “Terminated Vested Qualified Participant” is a Qualified Participant who was entitled to Deferred Vested Retirement Income under the Plan as of December 17, 1997.
- The Surplus Benefit amount for the Retired Qualified Participant group is forty-six percent (46%) of the Net Aggregate Surplus Benefit. A “Retired Qualified Participant” means a Qualified Participant who was receiving Retirement Income from the Plan as of December 17, 1997, or a Beneficiary of a Qualified Participant who was receiving or entitled to receive benefits as of December 17, 1997.

These percentages do not represent the increased amount of any participant’s benefit. Remember, the amount of your benefit will depend on actuarial factors as explained above.

The Surplus Benefit will be payable from the Plan in accordance with any payment method permitted under the Plan for regular Plan benefits, including any optional form of payment. In addition the Surplus Benefit may also be paid in the form of a single lump sum payment, calculated as the actuarial equivalent of the Qualified Participant’s Surplus Benefit, subject to spousal consent. The distribution rules set out in the Plan (and described elsewhere in this Summary) will apply to any distribution, including payment in a lump sum. The Surplus Benefit for any Qualified Participant or Beneficiary cannot exceed any benefit limitation otherwise imposed on the Plan by the Code.

Special rules apply if the Surplus Benefit is payable to a surviving spouse (“Eligible Spouse”) or other Beneficiary. If the Surplus Benefit is payable to an Eligible Spouse, it is payable automatically in the form of a 100% survivor annuity, rather than a 50% survivor annuity. If the Surplus Benefit is payable to a Beneficiary other than an Eligible Spouse, the benefit will be distributed in a lump sum.

To accomplish payment of the Surplus Benefit, the Plan will deliver all remaining assets as of the Final Distribution Date to the Insurance Company. The Insurance Company will offer the distribution options to all Qualified Participants and Beneficiaries described above. When computing and paying monthly annuity payments to any Qualified Participant or Beneficiary based on the Qualified Participant's or Beneficiary's appropriate share of the Surplus Benefit, the Insurance Company will use an interest discount rate of six and twenty-five hundredths percent (6.25%) and a unisex mortality table based on the GAM-94 Basic, projection scale AA.

Surplus Benefit Definitions

For purposes of calculating the Surplus Benefit, certain specific definitions will also apply. They are included here for your reference. Some of these definitions are technical and used by the Plan for purposes of determining actuarial equivalence and current values of possible benefit payment forms.

“Accrued Benefit” means the amount of retirement benefit determined in accordance with the Plan calculated as of December 17, 1997. However, anyone that is entitled to or already receiving a benefit that includes disability credit under the Plan will not have the disability credit taken into account when determining the Accrued Benefit.

“Qualified Participant or Beneficiary” means, with respect to a Participant, an individual who was entitled to receive an Accrued Benefit from the Plan on or after December 17, 1997 (including a person so entitled as an Eligible Spouse, Beneficiary, or surviving child), and with respect to a Beneficiary, an individual who is entitled to receive a benefit from the Plan as a consequence of his or her status with respect to a Qualified Participant who is deceased as of the date of distribution of the Surplus Benefit.

“Actuarial Equivalent” means a benefit in an alternative form which has an actuarial present value equal to the actuarial present value of the benefit which otherwise would have been provided to the Participant, computed as of the Final Distribution Date in accordance with accepted actuarial principles and determined on the basis of the actuarial assumptions set forth below:

- the GAM ‘94 Blended Mortality Table, and
- interest at the rate of 6.00% per annum.

Special Death Benefit Distribution Rules

The Surplus Benefit amendment provides special, separate rules to determine the qualified Beneficiary in the event a Qualified Participant dies on or after December 17, 1997, but before the time that the Qualified Participant’s right to a Surplus Benefit is deemed accrued under the amendment. These rules are listed here:

- If the Qualified Participant was married at the time of death, the Eligible Spouse is automatically the Qualified Beneficiary.
- If the Qualified Participant was not married at the time of death, but the Qualified Participant had designated a beneficiary or beneficiaries for purposes of his or her benefits or prospective benefits under the Plan (other than the Surplus Benefit) in the manner provided by the Plan, then any beneficiary so designated is the Qualified Beneficiary.
- If the Qualified Participant was not married at the time of death and had not designated a beneficiary or beneficiaries for purposes of his or her benefits or prospective benefits under the Plan (other than the Surplus Benefit) in the manner provided by the Plan, then the Qualified Beneficiary or Beneficiaries are (in the following order) the surviving issue, parents, and siblings of the Qualified Participant. However, if the Participant is deceased prior to the

effective date of the Surplus Benefit amendment (the Final Distribution Date), the Beneficiaries must be identified by December 15, 2002, or sixty (60) days after the death of the Participant, if later. Payment to multiple Beneficiaries of any class will be made in equal shares, unless payment is to the Participant's issue, in which event payment will be made by representation.

- The Board of Trustees has also reserved the right to exercise its discretion so as to recognize any beneficiary designation made by a Qualified Participant which is specific to the Surplus Benefit and which is made by the Qualified Participant between January 1, 1998 and the date of the Qualified Participant's death, regardless of whether the designation is made on a form provided by the Trustees.
- An Eligible Spouse, Qualified Beneficiary or Beneficiary may only receive a Surplus Benefit on account of the death of a Participant if he or she survives the Participant by at least thirty (30) days.

BENEFITS NOT ASSIGNABLE

You may not assign or otherwise transfer your interest in the Plan. Similarly, your interest in the Plan may not generally be taken voluntarily or involuntarily for the satisfaction of any debt or claim against you. An important exception to this rule is any payment required as a result of a “qualified domestic relations order” also known as a “QDRO.” A qualified domestic relations order is a state court order issued in connection with an alimony, marital property right, child support or similar proceeding that meets certain requirements and may require distribution of all or part of your Plan benefit to someone else, such as to your spouse, former spouse or children.

CLAIMS PROCEDURE

If any part of a benefit claim is denied, the claimant (you or your beneficiary) will be notified in writing within 90 days (180 days under special circumstances) after the date of the claim was received by the Trustees. This notice will explain the reasons for denial of the claim, specify the Plan provisions on which the denial is based, explain the Plan’s claims review procedures and specify any material or information still needed to pursue the claim further and why this information is necessary. At that time, the claimant will have the right to review pertinent documents and submit issues and comments in writing.

Within 60 days after receiving such notice, an appeal of the claim denial may be filed with the Trustees. This request must be in writing and include the reasons why the claimant feels the claim is valid, the reasons why the claimant thinks the claim shouldn’t be denied, and any other appropriate issues or comments. The claimant may also request that copies of the Plan documents be made available for examination.

The Trustees will respond to a request for a review within 60 days (120 days under special circumstances). The decision of the Trustees on review is final and binding. After December 31, 2002, the Plan's claims procedure will be administered by the Insurance Company.

HOW YOUR BENEFIT IS TAXED

Currently, federal law requires that pension payments be taxed when they are paid. You have the choice of having the Trustees (after December 31, 2002, the Insurance Company) withhold your taxes or paying taxes on your own. Before you begin receiving benefits, you will be notified of your choices about the withholding of taxes.

If you choose not to have taxes withheld from your retirement benefits, you will be responsible for paying them when you file your federal tax return. If no taxes are withheld, or if the amount withheld is not enough to cover the actual taxes due, you may be required to pay estimated taxes. A penalty tax could also apply.

If your benefit is paid in an automatic lump sum distribution (because its present value is \$5,000 or less), or you elect a lump sum payment for an eligible distribution, you may be able to defer taxation by rolling the payment over into an individual retirement account (IRA) or another company's eligible retirement plan. If you do not roll over your distribution, it will be taxed as ordinary income and, if it is paid before you are age 55, you might have to pay an additional 10% tax. When you receive your lump sum payment, you will be given an explanation of special tax treatment and rollover options that may be available. You should consult with your own tax advisor to learn more about the tax implications of receiving a lump sum payment.

QUALIFIED DOMESTIC RELATIONS ORDERS

If you are divorced, your benefits under the Plan can be subject to an order of the court. The Plan has specific procedures governing these orders and how the Plan responds to them. Participants and beneficiaries are entitled to receive upon request of the Local Plan Administrator, without charge, a copy of such procedures. This policy is available from the Insurance Company after December 31, 2002.

ADMINISTRATIVE INFORMATION ABOUT YOUR PLAN

Official Plan Name

Retirement Plan for Los Angeles Newspaper Guild Employees of Press-Telegram Publications, Inc.

Plan Sponsor

Board of Trustees
Los Angeles Newspaper Guild Retirement Plan
P.O. Box 41071

Long Beach, California 90853
(310) 433-1029

After December 31, 2002, benefits are payable through the Insurance Company only.

Type of Plan

The Plan is a defined benefit pension plan.

Plan Identification

The Company identification number assigned to the Company by the Internal Revenue Service (IRS) is 13-5169700. The Plan's identification number assigned by the Company is 452.

Plan Administrator

The Plan is administered by a "Board of Trustees" whose members are appointed half by Knight-Ridder and half by the Press-Telegram Unit of the Los Angeles Newspaper Guild. The Board of Trustees also serves as the Trustee for the Plan. The address for the Board of Trustees is as follows:

Board of Trustees
Los Angeles Newspaper Guild Retirement Plan
P.O. Box 41071
Long Beach, CA 90853
Telephone: (562) 433-1029
Attn: Tanja Pierce, Local Administrator

The Trustees have hired Tanja Pierce on a part-time basis as the "Local Administrator" to assist in the day-to-day activities of Plan administration. She can be reached at the address above or by telephone at (562) 433-1029. Please address all inquiries regarding the Plan to her, rather than to Knight-Ridder or the Press-Telegram. She can provide general information about the Plan or direct you to some one who can provide you more specific information.

After December 31, 2002, all benefits payable under the Plan based on Benefit Accrual Service will have been "annuitized." This means that the Plan has arranged with the Insurance Company to provide the annuity benefits payable under the Plan by paying the Insurance Company for the cost of the benefits in advance. You may contact the Insurance Company as follows:

Vicki Prorock
Principal Life Insurance Co.
3025 College Street
Grand Island, NE 68802-4930
(800) 944-8631 Ext. 57274

All Surplus Benefits will also be paid by the Insurance Company.

The designated agent for service of legal process on the Plan is:

Jeffrey Lewis, Esq.
Lewis and Feinberg, P.C.
436 14th Street, Suite 1505
Oakland, CA 94612
(510) 839-6824

Service of legal process may also be made upon a member of the Board of Trustees or the Plan Administrator.

Names, Addresses, and Telephone Numbers of the members of the Board of Trustees:

Lindsay Chaney
c/o SCMG / TNG
CWA Local 9400
7844 E. Rosecrans Ave.
Paramount, CA 90723
(562) 259-9430

Don Chorpenning
c/o SCMG / TNG
CWA Local 9400
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San Jose, CA 95113
(408) 938-7700

Juan Rey
Knight-Ridder, Inc.
50 W. San Fernando St.
Suite 1500
San Jose, CA 95113
(408) 938-7700

Plan Year

For record-keeping purposes, the Plan Year is January 1 to December 31.

Plan Funding

The Plan was funded by Company contributions, except that participant contributions were required until 1976. The contributions have been held in Trust under the direction of the Board of Trustees. All accrued benefits under the Plan are now funded through annuity contracts purchased by the Plan from Principal Financial Group. Beginning in 1976, contributions to the Plan by participants were not required and were permitted only under certain circumstances for employees on a leave of absence for full-time employment by the Guild, as described below. Company contributions to the Plan were set through collective bargaining between the Company and the Guild, subject to the requirements and limitations of federal law. Benefit accruals under the Plan ceased effective December 17, 1997, due to the sale of the Company and the expiration of the collective bargaining agreement with the Guild. There are no further contributions to the Plan or Trust either by the Company, the Guild, or the Participants.

Prior to the cessation of benefit accruals under the Plan, if you took a leave of absence from the Company for full-time employment with the Guild, you or the Guild could have been allowed to contribute to the Plan to “buy” years of Vesting Service and Benefit Accrual Service for such leave.

This applied to only one employee at any one time. If more than two employees were on such leave, only the employee who went on such leave first was allowed to make such contributions.

All contributions to the Plan have been held, invested, and distributed by the Board of Trustees pursuant to the terms of the Plan and a trust agreement entered into between the Company and the Board of Trustees.

PENSION BENEFIT GUARANTY CORPORATION

Certain pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay. **The PBGC guarantee also does not cover the benefits under this plan which have been annuitized through the Insurance Company.**

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 five years before 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 the PBGC guarantees, which is adjusted periodically.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from the Company or Other Knight Ridder Companies.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

YOUR ERISA 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 administrator’s office or other locations such as work sites or union halls, during normal working hours, 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 annual reports and plan descriptions. Although ERISA does not require such action, the Trustees have arranged for Plan documents to be available for examination by appointment at the Long Beach Guild offices.
- Obtain copies of all Plan documents and other Plan information, including documents filed with the United States Department of Labor, upon written request to the Plan Administrator. The Plan Administrator may make reasonable charge for the copies.
- Receive a summary of the Plans’ annual financial reports (Form 5500 Series). The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age if you stop working under the Plan now and the amount of that pension. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn 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 Administrator 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 operation of your employee benefit plans. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the sole interest of you and other Plan participants and beneficiaries. Fiduciaries must act solely in the interest of the Plan participants and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plans. No one, including your Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from the benefits plans or exercising your rights under ERISA.

If your claim for a benefit under the Plan is denied in whole or in part, or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal the denial, all within certain time frames.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials

and to 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 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 frivolous.

If you have any questions about your benefits, contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration (PWBA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

AMENDMENT/TERMINATION OF PLAN

Pursuant to the provisions of the Plan, benefit accruals ceased as of December 17, 1997. The Board of Trustees has taken formal action to terminate the Plan as of August 31, 2001. However, the Board of Trustees has continued to retain the power to amend the Plan at any time. Once all Plan benefits have been annuitized, no further amendments will be made.

Because of the sale of the newspaper, if you were a Plan Participant employed by the Company on December 17, 1997, you became fully vested in the retirement benefits you had earned under the Plan as of that time even if you had not otherwise vested in those benefits. The amount of your benefit payable depends on the funding level of the Plan and the benefit guaranty of the Pension Benefit Guaranty Corporation.

The Plan is fully funded. The Board of Trustees anticipates that all eligible Participants and Beneficiaries will receive full earned benefits, as well as an allocation of the Plan's surplus. If the Plan were to become underfunded for any reason, Plan assets will be allocated to Participants and beneficiaries according to the Employee Retirement Income Security Act of 1974 ("ERISA") in the following order:

- benefits derived from employee contributions,

- certain annuities that participants have been receiving or could have been receiving for three years prior to plan termination,
- other vested benefits guaranteed by the PBGC,
- other vested benefits, and
- remaining plan benefits.

Because the Plan has surplus funding and all remaining benefits have been or will be annuitized, it is very unlikely that the Plan will become underfunded or subject to the foregoing payment rules. Once your benefit has been determined, it will be paid through an annuity contract purchased from a life insurance company which will pay you a monthly income.

NO ENLARGEMENT OF EMPLOYMENT RIGHTS

Neither the Plan nor this summary creates any contractual employment rights or limit the Company's right to discharge or discipline any employee; any implication to the contrary is expressly disclaimed. Participation in the benefits program does not give you the right to be employed by the Company, nor does it give you the right to claim any benefit not covered by the Plan document.

PLAN DOCUMENT

This booklet is intended to summarize the main provisions of the Plan in non-technical language. It does not attempt to describe all of the Plan provisions. If there are any differences between this booklet and the Plan document, the Plan document will govern. Copies of the text of the Plan are available for your review in the Guild offices.

July 1, 2002
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