

**A SUMMARY PLAN DESCRIPTION OF
NEW URBAN ENTERTAINMENT, INC.
401(K) PROFIT SHARING PLAN**

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INTRODUCTION

Type Of Plan

Effective May 1, 2000, New Urban Entertainment, Inc. (hereafter "Employer") established a 401(k) profit sharing plan, which is called the New Urban Entertainment, Inc. 401(k) Profit Sharing Plan (hereafter the "Plan"). This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements by the Employer about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions that are not addressed in this summary, contact the Administrator.

Administration Of The Plan

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for the Plan's investment policy. The names and the address of the Trustees are:

Robert Townsend
Dennis Brownlee
2 Wisconsin Circle
Chevy Chase, MD 20815

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The name, address, telephone number and employer I.D. number (EIN) of the Administrator are:

New Urban Entertainment, Inc.
2 Wisconsin Circle
Chevy Chase, MD 20815
Telephone (301) 280-5930
EIN 52-2225216

The Employer has assigned number 001 to the Plan. The Plan Year begins January 1st and ends December 31st. If it becomes necessary for you to bring legal action against the Plan for any reason, process can be served on either the Administrator, the Employer, or the Trustees.

PLAN PARTICIPATION

Adopting Employers

All Employees of New Urban Entertainment, Inc. are eligible to participate in the Plan upon satisfying the eligibility requirements set forth below. Space Station Television, Inc. has also adopted the Plan for the benefit of its Employees, who are also eligible to participate in the Plan upon satisfying the eligibility requirements. Anyone who is deemed to be an independent contractor on his or her employment commencement date is not eligible to participate in the Plan.

Eligibility Requirements

If you were an Employee on May 1, 2000, you will be eligible to enter the Plan as a Participant as of that date. If you were hired after May 1, 2000 but by the last day of the first Plan Year, which ends December 31, 2000, you will be eligible to enter the Plan as a Participant as of your date of hire. If you were hired by the Employer on or after January 1, 2001, you will be eligible to enter the Plan

as a Participant when you reach Age 21 and complete 1 Year of Service. Service with Space Station Television, Inc. will be counted in determining your eligibility to participate in this Plan.

Eligibility Year Of Service

To be credited with a Year of Service for eligibility purposes, you must be credited with at least 1,000 Hours of Service during an eligibility computation period. An eligibility computation period is a 12-consecutive month measuring period. An Hour of Service is any hour for which you have a right to be paid, including vacations, holidays, illness, back pay and maternity or paternity leave.

The first eligibility computation period begins on your employment commencement date and ends the day before the first anniversary of your employment commencement date. If you are not credited with at least 1,000 Hours of Service during the first eligibility computation period, the second eligibility computation period, and each succeeding eligibility computation period, begins on the anniversary of your employment commencement date.

Break In Service Rules

In any Plan Year in which you do not receive credit for at least 501 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease; but you will not incur a Break in Service if you are on an authorized leave of absence, you are ill, or you are on maternity leave.

Entry Date

If you were an Employee on May 1, 2000, you will enter the Plan as a Participant on that date. If you were not an Employee on that date, you will actually enter the Plan as a Participant on the January 1st, April 1st, July 1st, or October 1st which coincides or next follows the date on which you satisfy the eligibility requirements. Upon becoming a Participant, the Administrator will establish an Account to receive your share of any Employer contributions and investment earnings and losses. The total value of your Account will consist of the sum of the following sub-accounts: the Elective Deferral Account, the Matching Contribution Account and the Non-Elective Contribution Account.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

You can sign a salary deferral election form authorizing the Employer to withhold up to the maximum annual dollar limit permitted by law (which is currently \$10,500 per year). The amount you elect to defer is called an Elective Deferral. The Employer will allocate your Elective Deferrals to your Elective Deferral Account.

Salary Deferral Election Forms

You can change your salary deferral election form at any time. You can also suspend or cancel your election form effective 30 days after giving written notice to the Administrator, in which case you can make a new election at any time. In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can authorize that up to 100% of your Compensation be withheld for one or more pay periods in order to raise your deferral to the maximum rate. If necessary to insure that the Plan satisfies certain non-discrimination tests required by the Internal Revenue Code, the Employer also has the right to reduce or suspend your deferral election at any time.

Matching Contributions

The Employer may make a discretionary Matching Contribution each Plan Year. Matching Contributions will be allocated to your Matching Contribution Account.

Non-Elective Contributions

The Employer may also make other discretionary contributions to the Plan. These contributions are called Non-Elective Contributions. In any Plan Year in which Non-Elective Contributions are made and in which you are an eligible Participant, an allocation will be made to your Non-Elective Contribution Account using the cross-tested method. You will be provided with an annual statement of the actual amount allocated to your Account each Plan Year.

Definition Of Compensation

The amount of your Compensation used to determine Plan benefits is the amount reported on your Form W-2 during the period covered by the Plan Year, up to the maximum annual dollar limit permitted by law (which is currently \$160,000 per year).

Participants Eligible For Allocations

All Participants who are employed on December 31st and who complete at least 1,000 Hours of Service during the Plan Year will receive an allocation of all Employer contributions made for that Plan Year. Participants who terminate employment before December 31st will not receive a contribution allocation (including Matching Contributions) for that Plan Year.

Top Heavy Contributions

A top heavy plan is a plan in which more than 60% of the Employer's contributions are allocated to Key Employees (certain owners and officers). For each year in which this Plan is top heavy, the Account of each Participant who is a Non-Key Employee and who is employed on December 31st will receive a minimum top heavy allocation equal to the lesser of 3% of Compensation or the percentage of Compensation allocated to the Accounts of Participants who are Key Employees.

Rollover Contributions

If you participated in another retirement plan before you were employed by the Employer, you can transfer (or rollover) to this Plan any distribution you received from that plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account. Your Rollovers can be withdrawn at any time.

BENEFIT UPON RETIREMENT

You are entitled to 100% of your Account if you reach Normal Retirement Age before termination of employment. Normal Retirement Age is the later of the date you reach age 65 or your 5th anniversary of becoming a Participant in the Plan. You can postpone retirement and continue working, in which case distribution of your Account will be postponed until you actually retire. Your Account will be distributed in a lump sum as soon as administratively feasible after you retire.

BENEFIT UPON DISABILITY

If you become disabled while you are still employed by the Employer, you can retire and receive the Vested Interest in your Account. To be considered disabled, you must suffer a physical or mental condition that qualifies you for disability benefits under the Social Security Act; but even if you qualify for Social Security disability benefits, you will not be considered disabled if the condition is caused (1) by the use of intoxicants or other substances; (2) by an intentionally self-inflicted injury or sickness; (3) by an unlawful act on your part; or (4) by military service which qualifies you for a military disability pension.

Your Vested Interest will be distributed in a lump sum as soon as administratively feasible after you retire on account of the disability. However, if your Vested Interest exceeds \$5,000, you can defer distribution to a later date (but not beyond your Normal Retirement Age).

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary will receive the Vested Interest in your Account as a death benefit. If you are married, your spouse is designated by law to be your beneficiary unless he or she waives the death benefit in writing. Your death benefit will be distributed to your beneficiary in a lump sum as soon as administratively feasible after your death.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment before Normal Retirement Age, or before death or disability, you are entitled to the Vested Interest in your Account. Your Vested Interest will be distributed in a lump sum as soon as administratively feasible after you request payment. However, if your Vested Interest exceeds \$5,000, you can defer distribution to a later date (but not beyond Normal Retirement Age).

DETERMINATION OF VESTED INTEREST

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. You will have a 100% Vested Interest in your Account when you reach Normal Retirement Age prior to termination of employment, or upon your death or disability prior to that date. The determination of your Vested Interest at any other time, including termination of employment prior to your retirement, death or disability, is described in the next paragraph.

Your Vested Interest in all Elective Deferrals allocated to your Account will be 100% at all times; but your Vested Interest in all Matching Contributions and Non-Elective Contributions will be determined by the number of Years of Service you have completed as indicated in the vesting schedule following this paragraph. A Year of Service for vesting purposes is a Plan Year in which you complete at least 1,000 Hours of Service. Any part of your Account which is not vested will be forfeited when you terminate employment.

Years of Service	Vested Interest
2	20%
3	40%
4	60%

5	80%
6	100%

HARDSHIP DISTRIBUTIONS

You can withdraw up to 100% of your Elective Deferrals, plus up to 100% of your Vested Interest in your Matching Contribution and Non-Elective Contribution Accounts to help pay for a financial hardship caused by (1) eligible medical expenses incurred by you or your family; (2) the purchase (excluding mortgage payments) of your principal residence; (3) tuition for the next 12 months of college for you or your family; (4) payments needed to prevent your eviction from, or foreclosure on the mortgage of, your principal residence; (5) funeral expenses for a member of your family; or (6) any other immediate and heavy financial need as determined by the Administrator. A hardship distribution cannot exceed the amount required to relieve the financial need, and you must give the Administrator a written statement that you cannot satisfy the hardship from other resources available to you, such as ceasing your Elective Deferrals to the Plan or borrowing from a commercial source on reasonable terms. In the alternative, no written representation will be required if the distribution is made for one of the reasons described in (1), (2), (3) or (4) above, provided you agree to suspend your Elective Deferrals for 12 months after you receive the hardship distribution, and you agree to limit the maximum amount you can defer for the calendar year after the hardship distribution is made to your maximum permitted deferral minus the amount you actually deferred during the calendar year in which the hardship distribution was made. Distribution will be made in a lump sum.

INVESTMENT OF CONTRIBUTIONS

You can direct the investment of your Account. You can choose from a range of mutual funds and related investments approved by the Trustees. All earnings on the funds you invest in will be credited to your account. You can switch between investment alternatives ***directed6*** by contacting the Trustees or their designee in writing or through an 800 number which will be made available to you. Any change you wish to make to your investment alternatives will go into effect as soon as practicable after the change is received by the Trustees or their designee.

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if the plan permits you to exercise independent control over the assets in your account, then the fiduciaries of the Plan, including the Trustees, the Administrator and the Employer, are relieved of liability for any losses resulting from your exercise of such control.

TAX WITHHOLDING ON PLAN BENEFITS

Distributions Not Subject To Withholding

Any eligible rollover distribution which is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution can be rolled over to another qualified plan or an individual retirement account (IRA) unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are additional distributions that are not eligible to be rolled over. Contact the Administrator if you have questions regarding whether a Plan distribution is eligible to be rolled over.

Distributions Subject To Withholding

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding.

The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accepts rollovers. You can still rollover any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

OTHER INFORMATION**Claims For Benefits**

If you are not satisfied with a decision made about your benefits, you should submit a written claim to the Administrator. If your claim is denied, the Administrator will notify you within 90 days after you filed your claim. If your claim is denied, you can have the denial reviewed by making a written request to the Administrator, which along with a written statement explaining your position must be filed within 60 days of the date you were notified in writing that the claim was denied.

The Administrator may (but is not required to) provide you with a hearing, but the Administrator must decide your appeal within 60 days and give written notice of the decision. If your claim for benefits is denied or ignored, in whole or part, you can file suit in a state or federal court.

Non-Alienation Of Benefits

Your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. If you separate from or divorce your spouse, a court can direct that all or part of your Account be paid to another person, usually your ex-spouse or children.

Amendment Or Termination

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed in a lump sum. Should the Plan ever be amended or terminated, each Participant (and each beneficiary receiving benefits) will be notified in writing.

Your Account under this Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 1200 K Street NW, Washington, D.C. 20005, or you can call (202) 326-4000.

STATEMENT OF 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 Participants are entitled: (a) to examine without charge at the Administrator's office and at other specified locations (such as worksites and union halls) all Plan documents, including insurance contracts, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; (b) to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge); (c) to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and (d) to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working 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 pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided by the Administrator free of charge.

The Employee Retirement Income Security Act also imposes duties upon the people responsible for the operation of the plan. These people, called fiduciaries, have a duty to do so prudently and in the interest of all Participants. No one, including the Employer, a union, or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your ERISA rights. If your claim is denied in whole or part, you must receive a written explanation, and you have the right to have the Plan review and reconsider your claim.

There are steps you can take to enforce your rights under ERISA. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. If fiduciaries misuse the Plan's money or if you are discriminated against for asserting your ERISA rights, you may seek help from the United States 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 win your suit, the court may order the person you sued to pay the costs and fees. If you lose your suit, the court may order you to pay court costs and legal fees, if, for example, the court finds that your claim was frivolous. If you have questions about the Plan, contact the Administrator. If you have questions about this statement or your rights under ERISA, contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.