

SUMMARY PLAN DESCRIPTION

POTTSTOWN MEDICAL SPECIALISTS, INC.

PROFIT SHARING 401(K) PLAN

January 2006

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INTRODUCTION

Type of Plan

Effective January 1, 2003, Pottstown Medical Specialists, Inc. amended its 401(k) plan, which is named the Pottstown Medical Specialists, Inc. Profit Sharing 401(k) Plan and which will be referred to in this summary plan description as the "Plan". The Plan was originally effective August 1, 1978.

Plan Sponsor

The sponsor of the Plan is Pottstown Medical Specialists, Inc., and this summary will sometimes refer to Pottstown Medical Specialists, Inc. as the "Employer", "we", "us" or "our". Our address is 1569 Medical Drive, Suite # 202, Pottstown, PA 19464; our telephone number is (610) 327-4200; and our employer identification number is 23-2067171.

Purpose of the Summary

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 we may have made 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 about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is set forth in the next section.

PLAN ADMINISTRATION

Plan Trustees

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for management of the Plan's assets. The Trustees are Jeffrey W. Smith, Michael L. Popolow, Michael Pawlowsky and Joseph D. Krantzler, and their address is 1569 Medical Drive, Suite # 202, Pottstown, PA 19464.

Plan Administrator

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is Pottstown Medical Specialists, Inc., whose address is 1569 Medical Drive, Suite # 202, Pottstown, PA 19464, and whose telephone number is (610) 327-4200.

Other Information

We have assigned number 002 to the Plan. The accounting year of the Plan, called the Plan Year, begins January 1st and ends the following December 31st; and legal process can be served on either the Administrator, the Employer, or the Trustees.

PLAN PARTICIPATION

Eligible Employees

Any employee of Pottstown Medical Specialists, Inc. who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*.

All persons who are employees of the Employer are considered Eligible Employees except for the following ineligible classes of Employees:

- (1) **Employees ineligible to make Elective Deferrals:** (1) any employee whose employment is governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for his or her inclusion in the Plan; and (2) any employee who is a non-resident alien who does not receive any earned income from us which constitutes income from sources within the United States.
- (2) **Employees ineligible to receive Matching Contributions:** (1) any employee whose employment is governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for his or her inclusion in the Plan; and (2) any employee who is a non-resident alien who does not receive any earned income from us which constitutes income from sources within the United States.
- (3) **Employees ineligible to receive Non-Elective Contributions:** (1) any employee whose employment is governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for his or her inclusion in the Plan; and (2) any employee who is a non-resident alien who does not receive any earned income from us which constitutes income from sources within the United States.

Any employee who is otherwise eligible to participate can make a one-time irrevocable election to waive participation in the Plan, except that the Administrator may in its sole discretion elect not to make this option available to certain "non-highly compensated employees".

General Eligibility Requirements

If you are not already a Participant and you are an Eligible Employee, you will be eligible to enter the Plan as a Participant upon satisfying the following eligibility requirements:

- (1) **To make Elective Deferrals:** You will be eligible to enter the Plan as a Participant for the purpose of making Elective Deferrals upon reaching Age 21 and completing (a) 1 Year of Service, or if earlier (b) 1 full calendar month of employment. You will be deemed to have completed a full calendar month of employment for any calendar month in which you are continuously employed by us without interruption for that entire calendar month (except for those permitted interruptions described in the definition of *Hour of Service* below).
- (2) **To receive Matching Contributions:** You will be eligible to enter the Plan as a Participant for the purpose of receiving Matching Contributions upon reaching Age 21 and completing 1 Year of Service.
- (3) **To receive Non-Elective Contributions:** You will be eligible to enter the Plan as a Participant for the purpose of receiving Non-Elective Contributions upon reaching Age 21 and completing 1 Year of Service.

In determining eligibility and the applicable entry date for Plan participation, you will be deemed to have completed a Year of Service on the last day of the applicable eligibility computation period during which you are credited with the required number of Hours of Service.

See the section titled *SERVICE RULES* for an explanation of how eligibility computation periods and Years of Service for eligibility are determined.

Entry Date

Upon satisfying the eligibility requirements described above, you will actually enter the Plan as a Participant on the following dates:

- (1) **To make Elective Deferrals:** After you have satisfied the eligibility requirements described above in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the same date on which you satisfy those requirements.
- (2) **To receive Matching Contributions:** After you have satisfied the eligibility requirements described above in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the same date on which you satisfy those requirements.
- (3) **To receive Non-Elective Contributions:** After you have satisfied the eligibility requirements described above in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the same date on which you satisfy those requirements.

Participation by Employees Whose Status Changes

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended but your Vested Interest percentage will continue to increase, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan.

Participation upon Re-employment

If you terminate employment but you are subsequently re-employed by us, your Years of Service for purposes of eligibility, as well as for purposes of determining when you enter or re-enter the Plan as a Participant, will be determined as described in *SERVICE RULES* below.

SERVICE RULES

Service Definitions

Service for purposes of vesting and eligibility will be determined by your Years of Service. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. An *Hour of Service* is any hour for which you have a right to be paid by us, by an adopting Employer, or by an affiliated employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions and the computation of your Vested Interest. You will receive credit for a Year of Service as follows:

- (1) **To determine your eligibility to participate:** In determining your eligibility to participate in the Plan, you will be credited with a Year of Service if you complete 1 Hours of Service within a 12-consecutive month eligibility computation period. Your initial eligibility computation period begins on your date of hire. The second eligibility computation period will begin on the first day of the Plan Year which begins prior to the first anniversary of your

date of hire. If you complete 1 Hours of Service in both the initial eligibility computation period and in the second eligibility computation period, you will be credited with two Years of Service for eligibility purposes.

- (2) **To determine your Vested Interest:** In determining the Vested Interest in your Account, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month vesting computation period, which is the Plan Year.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be deemed interrupted. If you return to employment with us after a Break in Service, your Breaks in Service will not be counted but your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment, subject to the following rules:

- (1) **In determining your eligibility:** In determining your eligibility to participate in the Plan, your prior Years of Service will not be counted if you did not have a Vested Interest in your Account and if the number of your consecutive Breaks in Service equals or exceeds the greater of five or your aggregate number of Years of Service.
- (2) **In determining your Vested Interest:** In determining the Vested Interest in your Account, if you had five or more Breaks in Service, your prior Years of Service will not be counted if you did not have a Vested Interest before incurring five or more Breaks in Service and the number of your consecutive Breaks in Service equals or exceeds your aggregate number of Years of Service before incurring five or more Breaks in Service.

Credit for Service with Other Employers

For Plan purposes, your Service counts if it was completed with us, with another Employer that adopts the Plan, and with any direct predecessor business that is or would have been considered a part of the same group of affiliated employers with us or another adopting Employer.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

For any Plan Year in which you are eligible to make Elective Deferrals and in which you fail to file a Salary Deferral Election form with the Administrator, you will be deemed to have made a Salary Deferral Election for that Plan Year which authorizes us to withhold 3% of your Compensation as an Elective Deferral. In the alternative, you can file a Salary Deferral Election form with the Administrator which authorizes us to withhold up to 100% of your Compensation. Elective Deferrals can be made in whole percentages of Compensation or in specific dollar amounts, and your Elective Deferrals will be allocated to your Elective Deferral Account.

Notwithstanding the preceding paragraph, your Elective Deferrals for any calendar year cannot exceed the annual permissible dollar limit in effect for that year, which is \$12,000 in 2003, \$13,000 in 2004, \$14,000 in 2005 and \$15,000 in 2006. You can also make additional catch-up contributions beginning in the calendar year in which you reach age 50. The maximum catch-up contribution is \$2,000 in 2003, \$3,000 in 2004, \$4,000 in 2005 and \$5,000 in 2006.

Beginning with the Plan Year which begins in 2003, the maximum Elective Deferral you can make for any Plan Year will be 100% of your Compensation.

In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can elect to defer up to 100% of your Compensation for one or more pay periods to raise your deferral to the maximum rate permitted by the Plan.

For Elective Deferral purposes, your Compensation is the amount reported on the Form W-2 you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The annual limit is \$200,000 for 2003 and \$205,000 for 2004, and this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. Your Compensation for Elective Deferral purposes will also exclude any amount you receive while you are a member of an ineligible class of employees.

Elective Deferrals made by certain “highly compensated” employees (or HCEs) may be limited under IRS rules unless (a) there are no Participants who are not considered HCEs, or (b) there are Participants who are considered HCEs and the amount of Elective Deferrals for non-HCEs when compared to the amount of Elective Deferrals for HCEs is considered sufficient to pass special IRS non-discrimination testing. This test is intended to ensure that there is a fair level of participation by all Participants regardless of compensation level.

To meet the non-discrimination test, we encourage participation from all Eligible Employees. Depending upon the results of the test, shortly after the end of each Plan Year, the Administrator may have to refund to certain HCEs a portion of their Elective Deferrals that have already been contributed to the Plan, as determined under IRS regulations. You will be notified by the Plan Administrator if any of your Elective Deferral contributions will be refunded to you.

Salary Deferral Election Forms

You can change your Salary Deferral Election form as permitted by the Administrator. You can also suspend or cancel your Salary Deferral Election form effective 30 days after giving written notice to the Administrator, in which case you cannot make a new election until the next available date specified by the Administrator. If necessary to insure that the Plan satisfies the non-discrimination tests mentioned in the preceding section, we also have the right to reduce or suspend your Salary Deferral Election at any time.

Matching Contributions

We may elect to make a Matching Contribution to the Plan. For any Plan Year in which we do make a Matching Contribution and in which you are also eligible to receive a Matching Contribution, you will be notified of the amount allocated to your Matching Contribution Account.

If you make an Elective Deferral during the Plan Year and you are an Employee on the last day of the Plan Year in an eligible class of Employees, you will be an Eligible Participant for that Plan Year for the purpose of receiving an allocation of Matching Contributions if you also complete at least 1,000 Hours of Service during the Plan Year. If you terminate employment before the last day of the Plan Year and you are not in an eligible class of Employees on the date you terminate, you cannot be an Eligible Participant for that Plan Year. If you terminate employment before the last day of the Plan Year and you are in an eligible class of Employees on the date you terminate, you will only be an Eligible Participant for the purpose of receiving a Matching Contribution as described below:

- (1) **Termination because of retirement:** If you terminate employment because of retirement on or after Normal or Early Retirement Age, you will not be an Eligible Participant for that Plan Year.

- (2) **Termination because of death:** If you terminate because of your death, you will not be an Eligible Participant for that Plan Year.
- (3) **Termination because of disability:** If you terminate because of Disability, you will not be an Eligible Participant for that Plan Year.
- (4) **Termination for any other reason:** If you terminate for reasons other than retirement, death or Disability, you will not be an Eligible Participant for that Plan Year.

For certain Plan Years, we may elect to make a Qualified Matching Contribution to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Matching Contribution Account, which will be 100% Vested at all times.

Non-Elective Contributions

The Employer may also make other contributions to the Plan which are called Non-Elective Contributions. These contributions are totally discretionary, including the discretion to forego a contribution for one or more Plan Years. In any Plan Year in which a Non-Elective Contribution is made and in which you are an Eligible Participant, an allocation will be made to your Non-Elective Contribution Account using the grouping method. Under this method, you will be assigned to a group which will share in the contribution (if any) that we make for that group. The amount contributed for each group is usually (but not always) allocated in the ratio that the Compensation of each Participant who is a member of that group bears to the total Compensation of all Participants who are members of that group. This means that the amount allocated to the Non-Elective Contribution Account of each Participant who is a member of that group will, as a percentage of Compensation, be the same. For example, if the contribution made for a particular group is equal to 5% of the Compensation of each Participant who is a member of that group, that's the amount that will actually be allocated each such Participant's Non-Elective Contribution Account.

For Non-Elective Contribution purposes, your Compensation is the amount reported on the Form W-2 you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The annual limit is \$200,000 for 2003 and \$205,000 for 2004, and this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. Your Compensation for Non-Elective Contribution purposes will also exclude any amount you receive while you are a member of an ineligible class of employees.

If you are an Employee on the last day of the Plan Year in an eligible class of Employees, you will be an Eligible Participant for that Plan Year for the purpose of receiving an allocation of Non-Elective Contributions if you also complete at least 1,000 Hours of Service during the Plan Year. If you terminate employment before the last day of the Plan Year and you are not in an eligible class of Employees on the date you terminate, you cannot be an Eligible Participant for that Plan Year. If you terminate employment before the last day of the Plan Year and you are in an eligible class of Employees on the date you terminate, you will only be an Eligible Participant for the purpose of receiving a Non-Elective Contribution as described below:

- (1) **Termination because of retirement:** If you terminate because of retirement on or after Normal or Early Retirement Age, you will not be an Eligible Participant for that Plan Year.

- (2) **Termination because of death:** If you terminate because of your death, you will not be an Eligible Participant for that Plan Year.
- (3) **Termination because of disability:** If you terminate because of Disability, you will not be an Eligible Participant for that Plan Year.
- (4) **Termination for any other reason:** If you terminate for reasons other than retirement, death or Disability, you will not be an Eligible Participant for that Plan Year.

For certain Plan Years, we may elect to make a Qualified Non-Elective Contribution to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Non-Elective Contribution Account, which will be 100% Vested at all times.

“Safe Harbor” Non-Elective Contributions

For certain Plan Years, we may make a “safe harbor” Non-Elective Contribution to automatically satisfy certain non-discrimination tests required by the IRS. This contribution will be made for each Participant who is a “non-highly compensated employee” under IRS rules (or at our discretion, who is a “highly compensated employee” under IRS rules) and who was eligible to make an Elective Deferral at any time during the Plan Year (or who would have been eligible to make an Elective Deferral but for some type of statutory limitation). This contribution will equal 3% of your Compensation for any Plan Year in which it is made. You always have a 100% Vested Interest in these contributions, and they are subject to the same restrictions on withdrawals that apply to Elective Deferrals. We will give you a written notice before the beginning of each Plan Year in which intend to make a "safe harbor" Non-Elective Contribution to the Plan.

Maximum Contribution Allocation

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions, your Elective Deferrals, and to any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of our contributions, your Elective Deferrals, and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or \$44,000 for 2006. This dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. This allocation limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Top Heavy Allocations

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if any) that we sponsor, or in which our contribution to this Plan consists solely of a "safe harbor" Non-Elective Contribution.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are a "non-key" employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are "key" employees. The top heavy minimum allocation

requirement is deemed to be satisfied for any Plan Year in which we make a "safe harbor" Non-Elective Contribution to the Plan.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees. A "key" employee for top heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain IRS limits.

Rollover Contributions

If you participated in another qualified retirement plan before you were employed by us, you can transfer (or rollover) any distribution made to you from that plan to this Plan provided that 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 over 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 Contribution Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Contribution Account.

You may withdraw up to 100% of your Rollover Contribution Account at any time prior to becoming a Participant in the Plan, and thereafter upon the earlier of (a) the date you are entitled to a distribution of your Plan Account, or (b) within an administratively reasonable time after you terminate employment. You may also request a withdrawal of all or any portion of your Rollover Contribution Account at any time prior to the dates described in (a) and (b) above. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal. Any amount withdrawn cannot be redeposited to your Rollover Contribution Account.

BENEFIT UPON RETIREMENT

You will have a 100% Vested Interest in your Account if you reach Normal or Early Retirement Age while you are still employed by us. Normal Retirement Age is the later of the date you reach age 65 or the fifth anniversary of the date you became a Participant. Early Retirement Age is any date after you reach age 55 and complete at least 6 Years of Service. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal or Early Retirement Age. However, if you continue working for us after Normal or Early Retirement Age, you can elect to receive a distribution even though you remain employed.

If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married, your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum or in installments.

BENEFIT UPON DISABILITY

If you become disabled before your Account is distributed, you are entitled to your Vested Interest. To be considered disabled, you must suffer a physical or mental condition that, in the opinion of a doctor approved by the Administrator, totally and permanently prevents you from performing your customary duties. However, you will not be considered disabled if the disability is caused by (1) chronic or excessive use of intoxicants or other substances; (2) an intentionally self-inflicted injury or illness; or (3) an unlawful act you commit. Your Vested Interest will be distributed within an administratively reasonable time after you terminate employment because of the disability.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married, your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum or in installments.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to your Vested Interest. If you are married, your spouse is designated by law to be the beneficiary of 50% of your Vested Interest, but you can name anyone else (including your spouse) to receive the other 50%. Your spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest.

Any death benefit paid to a non-spouse beneficiary will be distributed in a lump sum. Any death benefit payable to your spouse will be distributed as monthly annuity payments until his or her death. You can waive the annuity form of payment if your spouse consents in writing, in which case the death benefit payable to your spouse will be distributed in a lump sum.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment with us before Normal or Early Retirement Age, or if you terminate employment with us before you die or become disabled, you will be entitled to receive the Vested Interest in your Account. Distribution will be made within an administratively reasonable time after you terminate employment.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum or in installments.

DETERMINATION OF VESTED INTEREST

The Vested Interest in your Account is the percentage of an Account to which you are entitled at any point in time. You will at all times have a 100% Vested Interest in your Elective Deferral Account. You will also have a 100% Vested Interest in all other Accounts maintained on your behalf upon reaching Normal or Early Retirement Age prior to termination of employment, and also upon death or Disability prior to termination of employment.

The Vested Interest in your Matching Contribution Account at any time prior to Normal or Early Retirement Age, death or Disability will be determined by the vesting schedule which immediately follows this paragraph based on the number of your Years of Service. Any portion of your Matching Contribution Account which is not vested when you terminate employment will be forfeited.

Years of Service	Vested Interest
2	20%
3	40%
4	60%
5	80%
6	100%

The Vested Interest in your Non-Elective Contribution Account at any other time prior to Normal or Early Retirement Age, death or Disability will be determined by the vesting schedule which immediately follows this paragraph based on your Years of Service. Any portion of your Non-Elective Contribution Account which is not vested when you terminate employment will be forfeited.

Years of Service	Vested Interest
2	20%
3	40%
4	60%
5	80%
6	100%

PRE-RETIREMENT DISTRIBUTIONS

At any time prior to reaching Normal Retirement Age, you may, with the written consent of your spouse, withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account, Matching Contribution Account and Non-Elective Contribution Account.

To be eligible for an in-service distribution from your Elective Deferral Account, you must have reached age 60 with 15 years of service. To be eligible for an in-service distribution from your Matching Contribution Account and Non-Elective Contribution Account, you must have reached age 60 with 15 years of service.

HARDSHIP DISTRIBUTIONS

With the written consent of your spouse, you may withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account (and any investment earnings as of the end of 1988) to 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; or (4) payments needed to prevent your eviction from your principal residence or payments needed to prevent foreclosure on the mortgage of your principal residence.

A hardship distribution cannot exceed the amount required to relieve the financial need, and you cannot make any Elective Deferrals for 6 months after the date you receive the distribution.

PARTICIPANT LOANS

Under certain conditions, you will be permitted to borrow from the Plan. All loans will be made in accordance with the Participant Loan Policy established by the Administrator. If the Participant Loan Policy is not attached to this summary, you can obtain a copy from the Administrator.

INVESTMENT OF ACCOUNTS

You are permitted to direct how your Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account and Rollover Contribution Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from a range of mutual funds, insurance company funds, and/or bank funds approved by the Trustees. You can switch between investment alternatives as often as is permitted by the investment provider 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.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, the Employer will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

Investment results will reflect any fees or other investment expenses for the alternative investments that you select. You may request more information on fees associated with an Account from the Plan Administrator. Fees and expenses can fall into three basic categories:

- (a) **Investment fees** are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, "12b-1" fees, or management fees. You can obtain more information about investment fees from the documents (such as a prospectus) that describe the types of investments that are available to you under this Plan.

- (b) **Administration fees** cover day-to-day expenses for Plan record keeping, accounting, legal and trustee services, as well as additional services that may be available such as daily valuation, telephone response systems, internet access, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by us as your Employer, or are passed through to the participants in the Plan, in which case a record keeping fee will be deducted from your Account.
- (c) **Transaction-based fees** are associated with optional services offered under the Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available (now or in the future), such as a Plan loan.

Please Note: Any portion of an Account that is self-directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of an Account, the fiduciaries of the Plan, including the trustees, the Administrator, and we as the Employer, may be relieved of certain legal liabilities for losses which can result from your exercise of such control.

TAX WITHHOLDING ON PLAN BENEFITS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties, and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from us at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Any distribution from this Plan that is eligible to be rolled over and that 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 from this Plan can be rolled over to another qualified plan or to an 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 that must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

If you choose to have your benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the payment. The Administrator is required by law to withhold 20% of the payment and to remit that amount to the IRS 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 can still roll over all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to roll over 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.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

OTHER INFORMATION

Claims for Benefits

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records, and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and its denial by the Administrator, the Administrator/Committee will consider all information that you have provided, regardless of whether the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding, and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

Non-Alienation of Benefits

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. There are two exceptions: (1) your Account must be pledged as collateral for a loan from the Plan; and (2) if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

Amendment or Termination

The Plan is intended to be permanent, but 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. If the Plan is amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account 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 this plan. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

Missing Payees or Beneficiaries

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of Pennsylvania.

Payment of Plan Expenses

The Plan routinely incurs expenses for services rendered by lawyers, actuaries, accountants, third party administrators, and other Plan advisors. Some of these expenses may be paid by us directly on behalf of the Plan while others may be paid from Plan assets. The expenses that are paid from Plan assets will either be shared by all Participants or will be charged directly to the Account of the Participant on whose sole behalf the expense is incurred.

Expenses shared by all Participants will be paid either on a pro-rata basis or on an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its

value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ($\$1,000 \times 5\%$) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

Any expenses incurred by the Plan on your behalf to perform the administrative functions listed below will be paid directly from your Account. The amount for some of these functions may be fixed from time to time while the amount for other functions may simply be a pass-through of the amount charged to the Plan at the time by any third parties (e.g., lawyers, actuaries, etc.) whose services are necessary to perform that function.

- ▶ Calculating a lump sum benefit: Pass-through
- ▶ Calculating an installment benefit: Pass-through
- ▶ Calculating an annuity benefit: Pass-through
- ▶ Processing normal distribution forms: Pass-through
- ▶ Processing hardship distribution forms: Pass-through
- ▶ Processing in-service distribution forms: Pass-through
- ▶ Processing loan application forms: Pass-through
- ▶ Maintaining an existing loan: Pass-through annually
- ▶ Calculating a required minimum distribution: Pass-through
- ▶ Processing a domestic relations order: Pass-through
- ▶ Maintaining an undistributed account for a terminated participant: Pass-through annually
- ▶ Establishing an IRA for a missing participant: Pass-through.
- ▶ Using the directed investment feature of the Plan: Pass-through annually

STATEMENT OF ERISA RIGHTS

As a Participant in the Pottstown Medical Specialists, Inc. Profit Sharing 401(k) Plan (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 are 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 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 operation of the Plan. The people who operate your Plan, who are 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 request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied, in whole or in part, on review. If your claim for benefits is ignored, you may file suit in a state or Federal court.

If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you can 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 is frivolous.

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

For even more information, you can also contact the U.S. Department of Labor at its internet website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*WHAT YOU SHOULD KNOW ...about your pension rights*". If you would like a copy of that publication, you can call the Department of Labor toll free at (866) 444-3272.