

SUMMARY PLAN DESCRIPTION
FOR
THE 401(k) PLAN AND TRUST
OF
PHYSICIAN'S ENDOSCOPY, L.L.C.

EFFECTIVE JANUARY 1, 2010

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**SUMMARY PLAN DESCRIPTION
FOR THE
401(k) PLAN AND TRUST
OF
PHYSICIAN'S ENDOSCOPY, L.L.C.**

(1) **General.** Physician's Endoscopy, L.L.C., has joined with an affiliated group of employers in order to co-sponsor a qualified 401(k) Plan and Trust. The name, address and Federal employer identification number of each Employer is attached to this Summary as "Exhibit A."

Your Employer has established a 401(k) profit sharing retirement plan ("Plan") to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability or in the event of your termination of employment prior to retirement. If after reading this Summary you have any questions, you should direct your questions to the Plan Administrator identified in Section (4). We emphasize that this Summary is a highlight of the more important provisions of the Plan. If there is a conflict between a statement in this Summary and in the Plan, the terms of the Plan will control. A copy of the Plan is available from your Employer by request.

(2) **Identification of Plan.** The Plan is known as The 401(k) Plan and Trust of Physician's Endoscopy, L.L.C. Your Employer has assigned 001 as the Plan identification number. The Plan Year is the period on which the Plan maintains its records, January 1 through December 31. The IRS issued a favorable determination letter on the terms of the Plan and Trust effective January 31, 2005.

(3) **Type of Plan.** The Plan is commonly known as a 401(k) profit sharing plan. Section (8) of this Summary, entitled "Contributions," explains how you make 401(k) deposits to the Plan and share in your Employer's annual contribution(s) to the Trust fund and the extent to which your Employer has an obligation to make annual contribution(s) to the Trust fund.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balance at the time of your retirement or other distributable event. Your account balance will reflect the annual allocations, the period of time you participate in the Plan and the success of the Plan in investing and re-investing the assets of the Trust fund. Furthermore, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under certain plans which provide for fixed and determinable retirement benefits such as a "defined benefit" pension plan. Since this Plan does not provide a fixed and determinable "defined benefit" pension at retirement, the PBGC does not include this Plan within its insurance program.

(4) **Plan Administrator.** Physician's Endoscopy, LLC is designated as the Plan Administrator. The Plan Administrator's telephone number is (215) 589-9012. The Plan Administrator is responsible for providing you and other participants with information regarding your rights and

benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan are Devitt D. Barnett, Thorson Barnett & McDonald, P.C., 3315 Two Union Square, Seattle, Washington 98101. A legal processor also may serve the Trustee of the Plan or the Plan Administrator.

Your Employer has also appointed an Advisory Committee to assist in the administration of the Plan. The Advisory Committee has the responsibility for making all discretionary determinations under the Plan and for giving distribution directions to the Trustee. The members of the Advisory Committee may change from time to time. You may obtain the names of the current members of the Advisory Committee from the Plan Administrator.

(5) Trustee/Trust Fund. The Employer has appointed Christopher Reitz and Karen Sablyak to hold the office of Trustee. The Trustee will hold all amounts the Employer contributes to it in a Trust fund. Upon the direction of the Advisory Committee, the Trustee will make all distribution and benefit payments from the Trust fund to participants and beneficiaries. The Trustee will maintain Trust fund records on a Plan Year basis (see Section (2)).

(6) Hours of Service. The Plan and this Summary Plan Description include references to hours of service. The Plan conditions your eligibility to participate, your right to share in certain Employer contributions for a Plan Year and your advancement on the vesting schedule upon your completing a minimum number of hours of service during a specified period, such as the Plan Year. The sections of this Summary covering eligibility to participate, employer contributions and vesting in employer contributions explain this aspect of the Plan in the context of those topics. However, hour of service has the same meaning for all purposes under the Plan.

The Department of Labor, in its regulations, has prescribed various methods under which the Employer may credit hours of service. Your Employer has selected the "actual" method for crediting hours of service. Under the actual method, you will receive credit for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If your absence from employment is due to maternity or paternity leave, you will receive credit for unpaid hours of service related to your leave not to exceed 501 hours. The Advisory Committee will credit those hours to the first period during which you otherwise would incur a one (1) year break in service as a result of the unpaid absence. In addition, if your absence is due to qualified military service, the Advisory Committee will credit you with hours of service in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA").

(7) Eligibility to Participate. In order to become a Participant, you must complete one (1) year of service and attain age twenty-one (21). You will become a Participant on the first day of the

calendar quarter (i.e., January 1, April 1, July 1 or October 1) that coincides with or immediately follows the date on which you complete the age and service requirements.

The Plan defines "year of service" as a twelve (12) month eligibility service period in which you work at least 1,000 hours for your Employer. The twelve (12) month period starts on your first day of employment with your Employer. For example, if you begin work on May 15 of a particular Plan Year and work 1,000 hours from that May 15 through the following May 14, you would enter the Plan on the July 1 immediately following the completion of the one year of service assuming you are at least age 21 when you complete one year of service. If you have not yet attained age 21 when you complete one year of service, then you will become a participant in the Plan on the first day of the calendar quarter immediately following your attaining age 21.

If you terminate employment after becoming a participant in the Plan and later return to employment, you will re-enter the Plan immediately upon your re-employment. Also, if you terminate employment after satisfying the Plan's eligibility conditions but before actually becoming a participant in the Plan, you will become a participant in the Plan on the later of your scheduled entry date or your re-employment date. If you terminate employment before satisfying the eligibility conditions and later return to employment, you must satisfy the eligibility conditions before you are eligible to participate in the Plan.

The Plan specifically excludes the following individuals from participation in the Plan: (a) all employees working in a classification of employees covered by a collective bargaining agreement, (b) all "leased employees" as defined in the Plan, and (c) all independent contractors regardless of any reclassification or attempted reclassification by the Internal Revenue Service, court of law or other governing authority.

(8) Contributions.

401(k) Arrangement. The Plan includes a "401(k) Arrangement," under which you may elect to have your Employer contribute a portion of your current compensation to the Plan. The contributions your Employer makes under your election are 401(k) "elective deferrals." The Advisory Committee will allocate your elective deferrals to a separate account designated by the Plan as your 401(k) Deferral Contributions Account.

As a Participant in the Plan, you may enter into a salary reduction agreement with your Employer. The Advisory Committee will provide you with a salary reduction form that will explain your salary reduction options. Your Employer will withhold from your compensation the amount you have agreed to have your Employer contribute to the Plan as an elective deferral.

For any calendar year, your elective deferrals may not exceed a specific dollar amount as determined by the Internal Revenue Service. For example, for calendar year 2010, the maximum dollar amount is \$16,500. If your elective deferrals for a particular calendar year exceed the dollar limitation in effect for that calendar year, the Plan will refund the excess amount, plus any earnings (or loss) allocated to that excess amount. If you participate in another "401(k) Arrangement" or in similar

arrangements under which you elect to have an employer contribute on your behalf, your total elective deferrals may not exceed the dollar limitation in effect for that calendar year. The IRS Form W-2 that you receive from each employer for the calendar year will report the amount of your elective deferrals for that year under each employer's plan. If your elective deferrals exceed the dollar limitation in effect for that calendar year, you should decide which plan you wish to designate as the plan with the excess amount. If you designate this Plan as holding the excess amount for any calendar year, you must notify the Advisory Committee of your designation by March 1 of the following calendar year. The Trustee of this Plan will then distribute the excess amount to you, plus earnings (or loss) allocated to the excess amount.

Special 401(k) Catch-up Contributions. Each participant who is eligible to make 401(k) elective deferrals under the Plan, and who has attained age 50 before the close of the Plan Year, will be eligible to make catch-up contributions in accordance with special limitations announced annually by the IRS. These special “catch-up” contributions are in addition to the maximum dollar limitations described in the immediately preceding paragraph, and are currently \$5,500 in 2010. As an example, assume that you are an eligible participant and defer \$16,500 into your 401(k) account during the 2010 Plan Year. Assume also that you are age 50 as of September 1, 2010, and desire to make an additional \$5,500 catch-up contribution under the provisions of this paragraph. During the 2010 Plan Year, your combined 401(k) and catch-up contributions could be as high as \$22,000 (i.e., \$16,500 plus \$5,500 = \$22,000). You will always be 100% vested in any catch-up contributions you make to the Plan, and such contributions will be subject to the ordinary rules regarding 401(k) contributions with respect to deductibility from your current income and subject to employment taxes as would be the case for your ordinary 401(k) deposits. Distributions of these amounts will occur in the same manner as your 401(k) deferrals made under the Plan.

Safe-Harbor Matching Contributions. In accordance with the Notice issued by your Employer, the Plan is intended to satisfy the “safe-harbor” matching contribution rules under the Internal Revenue Code. Under this provision, your Employer will contribute matching contributions on a dollar-for-dollar basis on your 401(k) salary deferrals up to 3% of your compensation, and then a 50¢ on the dollar matching contribution on your salary deferrals from 3% to 5% of your compensation. As an example, assume that you earn \$30,000 in compensation for the 2010 Plan Year. Assume also that you elect to defer \$3,000 or 10% of your compensation into the Plan. Your Employer will provide you with a matching contribution of \$1,200 (a \$900 match on the first \$900 of 401(k) deferrals and \$300 on the next \$600). You will always be 100% vested in the safe-harbor matching contributions your Employer makes to the Plan. However, these contributions may not be withdrawn until you separate from service, attain age 59½, or become disabled. Hardship is not an event that will allow you to withdraw your safe-harbor matching contributions under the Plan.

Employer Profit Sharing Contributions. Your Employer has also reserved the right to contribute “profit sharing” contributions to the Plan in an amount determined by your Employer in its discretion. Your Employer may choose not to contribute to the Plan for any particular Plan Year. For each Plan Year in which your Employer contributes to the Trust fund, the Advisory Committee will allocate the contribution to the separate accounts maintained for participants. The Advisory Committee will base your allocation upon your compensation and certain “actuarial factors”

including your age, life expectancy tables and interest rate assumptions. Your proportionate share of any profit sharing contributions, if declared by your Employer, will be included on the annual statement that you receive regarding your benefits under the Plan.

Allocation of Forfeitures. If there are participant forfeitures under the Plan, the Advisory Committee will allocate those forfeitures to the remaining participants as an “offset” to any matching contribution obligation the Employer has for the Plan Year.

Top-Heavy Provisions. The contribution allocation described in this Section (8) may vary for certain employees if the Plan is top heavy. Generally, the Plan is top heavy if more than 60% of the Plan's assets are allocated to the accounts of Key Employees (i.e., certain owners and officers). If the Plan is top heavy, any Participant who is not a Key Employee and who is employed on the last day of the Plan Year, may not receive a contribution allocation which is less than a certain minimum amount. Usually that minimum is 3%, but if the contribution allocation for the Plan Year is less than 3% for all of the Key Employees, the top heavy minimum contribution is the smaller allocation rate. If you are a Participant in the Plan, your allocation described in this Section (8) in most cases will be equal to or greater than the top heavy minimum contribution allocation.

Conditions for Annual Allocation. With limited exceptions, you must complete 1,000 hours of service during a Plan Year in order to share in the allocation of your Employer's profit sharing contributions, if any, for that Plan Year. Your employment on the last day of the Plan Year is also a condition to sharing in the Employer profit sharing contributions for the Plan Year. The 1,000 hours of service requirement and employment on the last day of the Plan Year do not apply to the allocation of your 401(k) deferral contributions nor to an allocation of Employer safe-harbor matching contributions for the Plan Year.

(9) Employee After-Tax Contributions. The Plan does not permit you to make voluntary after-tax or Roth contributions to the Trust fund.

(10) Vesting in Contributions. Your interest in the 401(k) deferral contributions and safe-harbor matching contributions allocated to your account will be 100% vested (nonforfeitable) at all times. In addition, your interest in any profit sharing contributions your Employer makes to the Plan for your benefit will become 100% vested (nonforfeitable) upon your attaining the Plan's normal retirement age of 65, or if you terminate employment because of death or disability. If you terminate employment prior to normal retirement age for any reason other than death or disability, then your interest in any profit sharing contributions your Employer makes to the Plan for your benefit will become vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Nonforfeitable %</u>
Any service less than 2 years	None
At least 2 years	20%
At least 3 years	40%
At least 4 years	60%
At least 5 years	80%
At least 6 or more years	100%

In general, you will receive a year of service credit for purposes of the vesting schedule for all Plan Years (even though not consecutive) during which you work at least 1,000 hours for your Employer. You will receive credit for years of service with your Employer prior to the time your Employer established the Plan and for years of service vesting credit prior to the time you became a participant in the Plan. If you complete 1,000 hours of service during a Plan Year, you will receive vesting credit for that Plan Year even though not employed on the last day of the Plan Year. The Plan provides two methods of vesting forfeiture which may apply before a Participant becomes 100% vested in his Employer contribution account. The primary method of vesting forfeiture is the "forfeiture break in service" rule. The secondary method of forfeiture is the "cash out" rule. Also see Section (15) relating to loss or denial of benefits.

Forfeiture Break in Service Rule. Termination of employment alone will not result in a forfeiture under the Plan unless you do not return to employment with the Employer before incurring a "forfeiture break in service." A "forfeiture break in service" is a period of five (5) consecutive Plan Years in which you do not work more than 500 hours in each Plan Year comprising the five (5) year period. For example, assume you are 100% vested in your 401(k) and safe-harbor matching account and 60% vested in your remaining account balance. After working 300 hours during a particular Plan Year, you terminate employment and perform no further service for the Employer during the next four (4) Plan Years. Under this example, you would have a "forfeiture break in service" during the fourth Plan Year following the Plan Year in which you terminated employment because you did not work more than 500 hours during each Plan Year of a five (5) consecutive Plan Year period. Consequently, you would forfeit the 40% non-vested portion of your account. If you had returned to employment with the Employer at any time during the five (5) consecutive Plan Year period and worked at least 501 hours during any Plan Year within that period, you would not incur a forfeiture under the "forfeiture break in service" rule during that five (5) consecutive Plan Year period.

Cash Out Rule. The cash out rule applies if you terminate employment and receive a total distribution of the vested portion of your account balance before you incur a forfeiture break in service. For example, assume you terminated employment during a particular Plan Year after completing 800 hours of service. Assume further the total value of your fully vested 401(k) and safe-harbor matching account is \$10,000 and your remaining account balance of \$6,000 is 60% vested. Before you incur a forfeiture break in service, you receive a distribution of the \$10,000 401(k) and Safe-Harbor Matching account and the \$3,600 vested portion of your remaining account balance. Upon payment of the vested portion of your account balance, you would forfeit the \$2,400 nonvested portion. If you return to employment before you incur a "forfeiture break in service," you may have the Plan restore your "cash out forfeiture" by repaying the amount of the distribution you received attributable to your Employer contributions. This repayment right applies only if you do not incur a "forfeiture break in service." You must make this repayment no later than the date which is five (5) years after you return to employment with your Employer. Upon your re-employment with the Employer, you may request that the Advisory Committee provide you with an explanation of your rights regarding the repayment option.

If the vested portion of your account balance does not exceed \$1,000, the Plan will distribute the vested portion of your account balance to you in a lump sum, without your consent. This involuntary cash-out distribution will result in the forfeiture of your nonvested account balance, in the same manner as an employee who voluntarily elects to receive a cash-out distribution. Furthermore, upon your re-employment, you would have the same repayment option as an employee who elected a cash-out distribution, provided you return to employment with your Employer before incurring a "forfeiture break in service."

(11) Payment of Benefits After Termination of Employment. After you terminate employment with your Employer, the time at which the Plan will commence distribution to you and the form of that distribution depends on whether your vested account balance exceeds \$1,000. If you receive a distribution from the Plan before you attain age 59½, the law generally imposes a 10% penalty on the amount of the distribution you must include in your gross income, unless you qualify for an exception from the penalty. You should consult a tax advisor regarding the 10% penalty. This summary makes references to your normal retirement age. The normal retirement age under the Plan is age 65.

If your vested account balance does not exceed \$1,000, the Plan will distribute the vested portion of your account balance to you in a lump sum as soon as administratively practicable after you terminate employment with your Employer. If you have already attained normal retirement age when you terminate employment, the Plan must make the distribution to you no later than the 60th day following the close of the Plan Year in which your employment terminates, even if the normal distribution date would occur later. The Plan does not permit you to receive distribution in any form other than a lump sum if your vested account balance does not exceed \$1,000.

If your vested account balance exceeds \$1,000, the Plan will commence distribution to you at the time you elect to commence distribution. The Plan permits you to elect distribution as of any distribution date permitted under the Plan after you terminate employment with your Employer. A "distribution date" under the Plan means the first day of any calendar quarter throughout the Plan Year. You may not actually receive distribution on the distribution date you elect. The Plan provides the Trustee with an administratively reasonable period of time following a particular distribution date to make the actual distribution to any participant.

The Advisory Committee will provide you with a notice explaining your right to elect distribution from the Plan and the forms necessary to make your election. If you do not make a distribution election, the Plan will commence distribution to you on the 60th day following the close of the Plan Year in which the latest of three events occurs: (1) your attainment of normal retirement age; (2) your attainment of age 62; or (3) your termination of employment with your Employer. To determine whether your vested account balance exceeds \$1,000, the Plan looks to the last valuation of your account prior to the scheduled distribution date.

With limited exceptions, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 70-1/2, if you have terminated employment with your Employer. This required distribution date overrides any

contrary distribution date described in this summary. If your Employer terminates the Plan before you receive a complete distribution of your vested benefits, the Plan may make a distribution to you before you otherwise would elect to receive your distribution. Upon Plan termination, if your vested account balance exceeds \$1,000, you will receive an explanation of your distribution rights.

For purposes of making the distribution of any portion of your vested account balance, the Plan refers to the latest valuation of your account balance. The Plan requires valuation of the Trust fund, and adjustment of participant accounts, as of the last day of the Plan Year. The Advisory Committee may also require a valuation on any other date. To the extent that the Trust is invested in daily priced and/or "unitized" funds and utilizes a daily priced record-keeping system, the term "valuation date" will mean each business day throughout the Plan Year in which such funds are reported and allocated by the Plan record-keeper.

Forms of Benefit Payment. If your vested account balance exceeds \$1,000, the Plan permits you to elect distribution under any one of the following methods:

- (a) Lump sum.
- (b) Partial payment in lump sum and partial payment in installments.
- (c) Installment payments (annually, quarterly or monthly) over a specified period of time, not exceeding your life expectancy or the joint life expectancy of you and your beneficiary.

The benefit payment rules described in Sections (11) through (14) reflect the current Plan provisions. If the Employer amends its Plan to change benefit payment options, some options may continue for those participants or beneficiaries who have account balances at the time of the change. If an eliminated option continues to apply to you, the information you receive from the Advisory Committee at the time you first are eligible for distribution from the Plan will include an explanation of that option.

(12) Payment of Benefits Prior to Termination of Employment. If you continue to work for your Employer after attaining normal retirement age, you have the continuing election to request that the Trustee distribute all or any portion of your account balance in the Plan to you. The Advisory Committee will provide you with a form for this purpose. You may also be eligible to receive a distribution of your Account if you are fully vested and have attained age 59-1/2. The Plan also allows for a distribution of your 401(k) deferral account if you incur an immediate and heavy financial hardship. However, a hardship distribution is available only from your 401(k) Deferral Contributions Account. A hardship distribution must be on account of any of the following: (1) expenses for medical care incurred by the Participant, by the Participant's spouse, or by any of the Participant's dependents; (2) the purchase (excluding mortgage payments) of a principal residence for the Participant; (3) the payment of post-secondary education tuition, for the next 12-month period, for the Participant, for the Participant's spouse, or for any of the Participant's dependents; (4) to prevent the eviction of the Participant from his principal residence or the

foreclosure on the mortgage of the Participant's principal residence; (5) payments for certain burial or funeral expenses for your spouse, your parent(s), your child or other dependent; or (6) payment for damage or repair to your principal residence that would qualify as a "casualty loss" under the Code (without regard to the percentage limitations set forth in the Code). To qualify for a hardship distribution, the Participant may not make elective deferrals to the Plan for the 6-month period following the date of his hardship distribution, and a Participant first must obtain all other available distributions and all non-taxable loans currently available under the Plan and all other qualified Plans maintained by the Employer.

(13) Disability Benefits. If you terminate employment because of disability, the Plan will pay your vested account balance to you in a lump sum as soon as administratively practicable following your termination of employment. However, if your vested account balance exceeds \$1,000, the disability distribution rules are subject to an election requirement described in Section (11). In general, disability under the Plan means that due to a physical or mental disability you are unable to perform the duties of your customary position of employment for an indefinite period of time, which, in the opinion of the Advisory Committee, will be of long continued duration. The Advisory Committee will also consider you disabled if you terminate employment due to a permanent loss of use of a member or function of your body or a permanent disfigurement. The Advisory Committee may require a physical examination in order to confirm your disability.

(14) Payment of Benefits Upon Death. If you die prior to receiving all of your benefits under the Plan, the Plan will pay the balance of your account to your beneficiary.

The Advisory Committee will provide you with an appropriate form for naming a beneficiary. If you are married, your spouse must consent to the designation of any nonspouse beneficiary. If your vested account balance payable to your designated beneficiary does not exceed \$1,000, the Plan will pay the benefit, in lump sum, to your designated beneficiary as soon as administratively practicable following your death. If your vested account balance payable to your designated beneficiary exceeds \$1,000, the Plan will pay the benefit to your designated beneficiary in the form and at the time elected by the beneficiary, unless, prior to your death, you specify the timing and form of the beneficiary's distribution. The benefit payment election generally must complete distribution of your account balance within five years of your death, unless distribution commences within one year of your death to your designated beneficiary or unless benefits had commenced prior to your death under the mandatory post-age 70-1/2 distribution requirements described in Section (11).

(15) Disqualification of Participant Status -- Loss or Denial of Benefits. There are no specific Plan provisions which provide for a disqualification of your status as a participant under the Plan or for denial or loss of Plan benefits except as provided above. However, you will not receive an allocation of the Employer's contributions during any period of time you are a member of an excluded employment classification as explained under Section (7), "Eligibility to Participate." In addition, if your Plan benefits become payable after termination of employment and the Advisory Committee is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment. Finally, if the Employer terminates the Plan,

which it has the right to do, you would receive benefits under the Plan based on your account balance accumulated to the date of the termination of the Plan. Termination of the Plan could occur prior to your attaining normal retirement age. If the Employer terminates the Plan, your profit sharing account, if any, will also become 100% vested, unless you forfeited the nonvested portion prior to the Plan termination date.

The fact that the Employer has established this Plan does not confer any right to future employment with the Employer. Furthermore, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

(16) Claims Procedures. You need not file a formal claim with the Trustee or Advisory Committee in order to receive your benefits under the Plan. When an event occurs which entitles you to a distribution of your benefits under the Plan, the Trustee or Advisory Committee will notify you regarding your distribution rights.

If you believe that you are being denied rights or benefits under the Plan, you may file a claim in writing with the Advisory Committee. This will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Advisory Committee will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days; 180 days if you receive a notice of extension due to special circumstances) after the receipt of your claim by the Advisory Committee. The written notice must contain the following information:

- (a) The specific reason or reasons for the denial;
- (b) specific reference to those Plan provisions on which the denial is based;
- (c) a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- (d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within such period, the claim is considered to be denied and you may use the Plan's rules for appealing the denial. In addition, you will be considered to have exhausted your administrative remedies and you may file an action in court.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure below.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Advisory Committee.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS, OR IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.

(b) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Advisory Committee.

(c) Your claim for review must be given a full and fair review. If your claim is denied, the Advisory Committee must provide you with written notice of this denial within 60 days after receipt by the Advisory Committee of your written claim for review. There may be times when this 60-day period may be extended. This extension may only be made, however, when there are special circumstances that are communicated to you in writing within the 60-day period. If there is an extension, a decision will be made as soon as possible, but not later than 120 days after receipt by the Advisory Committee of your claim for review.

(d) The decision by the Advisory Committee on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

(e) If the Advisory Committee's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

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.

(17) Retired Participant, Separated Participant with Vested Benefit, Beneficiary Receiving Benefits. If you are a retired participant or beneficiary receiving benefits, the benefits you presently are receiving will continue in the same amount and for the same period provided in the mode of settlement selected at retirement. If you are a separated participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefit upon request to the Plan Administrator. There is no Plan provision which reduces, changes, terminates, forfeits, or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount, except as provided in Section (15).

(18) Participant's Rights under ERISA. As a participant in this 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:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all Plan documents, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. ERISA requires the Plan Administrator to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you that you have a right to receive a retirement benefit at the normal retirement age under the Plan and what your benefit could be at normal retirement age if you stop working under the Plan now. See the second paragraph of Section (3). If you do not have a right to a retirement benefit, the statement will advise you of the number of additional years you must work to receive a retirement benefit. You must request this statement in writing. The law does not require the Plan Administrator to give this statement 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 employee benefit plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or from exercising your rights under ERISA.

If your claim for a retirement 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 the materials within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator identified in Section (4). If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area 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.

(19) Federal Income Taxation of Benefits Paid. Existing Federal income tax laws do not require you to report currently as income amounts the Employer contributes to the Plan and which the Advisory Committee allocates to your account. However, when the Trustee ultimately distributes your account balance to you, such as upon your retirement or other distributable event, you must report as income the Plan distributions you receive. The Federal tax laws may permit you to defer Federal income taxation of a distribution by making a "rollover" contribution or a "direct transfer" to your own rollover individual retirement account or to another qualified plan. The forms you receive at the time of your distribution will explain these various options to you. We emphasize that you should consult your own tax advisor with respect to the proper method of reporting any distribution you receive from the Plan.

(20) Participant Direction of Investment. The Plan permits each Participant to direct the investment of his or her account balance under the Plan. The Advisory Committee, upon your request, will provide you with a form for making your investment direction. The investment direction form will explain your investment options and will explain the frequency with which you may change your investment elections. The Trustee will invest your account balance under the Plan in accordance with your written instructions. To the extent you direct the investment of your account balance under the Plan, the Employee Retirement Income Security Act of 1974 relieves the Trustee and other Plan fiduciaries from liability for any loss that may result from your exercise of direction of investment for your account.

**PHYSICIAN'S ENDOSCOPY, L.L.C.
(AND ITS AFFILIATED EMPLOYERS)**

January 1, 2010

EXHIBIT A

Physician's Endoscopy, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 91-1882702
Northwest Endoscopy Center, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 91-1919202
Eastside Endoscopy Center, P.L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 91-1665997
East Bay Endoscopy Center, L.P. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 94-3336277
Northwest Gastroenterology, P.L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 91-1919200
Berks Center for Digestive Health, L.P. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 23-3068912
Michigan Endoscopy Center, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 36-4469630
Long Island Center for Digestive Health, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 36-4444162
Endoscopy Center of Western New York, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 36-4427974
Lone Star Endoscopy, L.L.P. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-1939837
Kalamazoo Endo Center, L.L.C. c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-1582174

South Broward Endoscopy, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 11-3685842
Advanced Endoscopy Center, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 01-0719837
The Endoscopy Center at Bainbridge, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-5430025
Central Arizona Endoscopy Center, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-3643513
Burlington County Endoscopy Center, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-8205206
Saint Vincent Endoscopy Center, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 20-8572620
Laredo Center for Digestive Health, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 26-1286495
East Side Endoscopy, L.L.C c/o 1456 Ferry Road, Suite 305 Doylestown, PA 18901	EIN: 26-3006590