

**A SUMMARY PLAN DESCRIPTION OF
SUBURBAN ANIMAL CLINIC, P.C.
RETIREMENT PLAN**

INTRODUCTION

Purpose Of This Summary

The purpose of this summary plan description is to familiarize you with important information concerning the Suburban Animal Clinic, P.C. Retirement Plan (the Plan), which was amended and restated by Suburban Animal Clinic, P.C. (the Employer) as a cross-tested 401(k) plan, effective January 1, 1999. This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements by the Employer about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator.

Administration Of The Plan

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

Gary W. Schrader
Cynthia C. Schrader
6879 Lee Highway
Arlington, VA 22213

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

Suburban Animal Clinic, P.C.
6879 Lee Highway
Arlington, VA 22213
Telephone (703) 532-4043
EIN 54-1351910

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

PLAN PARTICIPATION

Eligibility Requirements

If you are currently a Participant in the Plan, you will continue to participate. If you are not a Participant, you will be eligible to enter the Plan as a Participant when you reach Age 21 and complete 1 Year of Service.

Eligibility Year Of Service

A Year of Service for eligibility purposes is a 12-consecutive month period in which you complete at least 1,000 Hours of Service. An Hour of Service is any hour for which you have a right to be paid, including vacations, holidays, illness, back pay and maternity leave. To be eligible to enter the Plan as a Participant, you must complete at least 1,000 Hours of Service in any 12-consecutive month computation period in order to satisfy the 1 Year of Service eligibility requirement. Your first 12-month computation period starts on your employment commencement date. The second 12-month computation period will overlap the first computation period and will start on the January 1st which occurs prior to the first anniversary of your employment commencement date. Each succeeding 12-month computation period will begin January 1st and end December 31st.

Break In Service Rules

In any Plan Year in which you do not complete more than 500 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease. You will not incur a Break in Service if you are absent from work because of an authorized leave; and if you are absent from work because of illness or maternity leave, you will receive credit for up to 500 Hours of Service if necessary to prevent a Break in Service. An Hour of Service is any hour for which you have a right to be paid, including vacation, holidays, illness, back pay and maternity leave.

Entry Date

You will enter the Plan as a Participant on the January 1st or the July 1st which coincides with or next follows the date on which you satisfy the eligibility requirements. Upon becoming a Participant, the Administrator will establish an Account to receive your share of any Employer contributions and investment earnings and losses. Your Account will consist of the following sub-accounts: the Elective Deferral Account, the Matching Contribution Account and the Non-Elective Contribution Account.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

Effective January 1, 2000, you can enter into a salary reduction agreement authorizing the Employer to withhold up to \$10,000 of your Compensation each calendar year. This amount is called an Elective Deferral, which the Employer will contribute to the Plan and allocate to your Elective Deferral Account. The exact amount you wish to defer will be indicated in your salary reduction agreement.

Salary Reduction Agreements

You can change your salary reduction agreement as permitted by the Administrator. You can also suspend or cancel the agreement at any time upon reasonable written notice not to exceed 30 days. If you do cancel or suspend your salary reduction agreement, you will not be permitted to put a new agreement into effect until such time as indicated by the Administrator. If necessary to insure that the Plan satisfies certain non-discrimination tests, the Employer can also amend or terminate your agreement. In any Plan Year in which you have not authorized the Employer

to withhold from your Compensation at the maximum rate permitted, you can authorize that a supplemental amount up to 100% of your Compensation be withheld for one or more pay periods. However, the amount withheld under your salary reduction agreement plus the supplemental withholding cannot exceed 25% of your Compensation.

Matching Contributions

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

Non-Elective Contributions

The Employer may also make other discretionary contributions to the Plan. These contributions are called Non-Elective Contributions. In any Plan Year in which Non-Elective Contributions are made and in which you are an eligible Participant, an allocation will be made to your Non-Elective Contribution Account using the cross-tested method. Under the cross-tested method, there are two groups of employees in the Plan: Group 1, defined as Owner Employees; and Group 2, defined as all other staff. You will be provided with an annual statement of the actual amount allocated to your Account each Plan Year.

Definition Of Compensation

Compensation for Plan Year 1999 purposes is the amount reported on your Form W-2 during the Plan Year, up to \$160,000. Compensation for Plan Year 2000 purposes is the amount reported on your Form W-2 during the Plan Year, up to \$170,000.

Participants Eligible For Allocations

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

Top Heavy Contributions

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

Rollover Contributions

If you participated in another retirement plan before you were employed by the Employer, you can transfer (or rollover) to this Plan any distribution you received from that plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account. Your Rollovers can be withdrawn at any time.

BENEFIT UPON RETIREMENT

You are entitled to 100% of your Account after you reach Normal or Early Retirement Age. Normal Retirement Age is the later of the date you reach age 65 or your 5th anniversary of becoming a Participant in the Plan. Early Retirement Age is the date you reach age 55 and complete 10 Years of Service. You can choose to postpone retirement and continue working, in which case distribution of your Account will be postponed until your actual retirement date.

If your Account does not exceed \$5,000, it will be distributed in a lump sum. If your Account 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 for the life of your surviving spouse after you die. Each payment to your surviving spouse will be at least 50% of the payment you are receiving when you die, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage is, the smaller the annuity 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 choose to have your Account distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time.

BENEFIT UPON DISABILITY

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

Your Vested Interest will normally be distributed as soon as administratively feasible after you become disabled, but if your Vested Interest exceeds \$5,000, you can choose to defer distribution (but not beyond Normal Retirement Age).

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If your Vested Interest is over \$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 for the life of your surviving spouse after you die. Each payment to your surviving spouse will be at least 50% of the payment you are receiving when you die, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage is, the smaller the annuity 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 choose to have your Vested Interest distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to the Vested Interest in your Account. If you are not married, you can name anyone to be your beneficiary. 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% of your Vested Interest. Your spouse can waive in writing his or her statutory death benefit entirely, in which case you can name another beneficiary to receive 100% of your Vested Interest.

Unless you indicate otherwise in a beneficiary designation form, a non-spouse beneficiary can choose to have his or her death benefit distributed as soon as administratively feasible after your death in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time. Any death benefit payable to your spouse will be distributed as monthly annuity payments until his or her death, and distribution will begin as soon as administratively feasible after your death. You can waive the annuity form of payment if your spouse consents in writing, in which case you can choose to have the benefit distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment before reaching Normal or Early Retirement Age, or before death or disability, you are entitled to the Vested Interest in your Account.

Your Vested Interest will normally be distributed as soon as administratively feasible after you request payment, but if your Vested Interest exceeds \$5,000, you can choose to defer distribution (but not beyond Normal Retirement Age).

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If your Vested Interest 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 for the life of your surviving spouse after you die. Each payment to your surviving spouse will be at least 50% of the payment you are receiving when you die, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage is, the smaller the annuity 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 choose to have your Vested Interest distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time.

DETERMINATION OF VESTED INTEREST

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

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

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

PARTICIPANT LOANS

General Loan Requirements

You are permitted to borrow from the Plan with the consent of the

Administrator. The maximum amount you can borrow is 50% of your Vested Interest or \$50,000, whichever is less. If a loan is approved, your Account must be pledged as security and your spouse must give written consent. Each loan will bear a rate of interest to be determined when the loan is made, and must be repaid within 5 years by equal payments at least quarterly, except that a loan used to buy your principal residence can be repaid over more than 5 years. The interest you pay will be credited directly to your own Account.

Repayment After Termination Of Employment

If you terminate employment before the loan is repaid, you can continue to repay the loan until your Account balance is distributed. Any such loan payments must be made at least quarterly. If you fail to make payments for two successive quarters, your loan will be considered in default and your Account will be reduced by the outstanding loan balance. You will also be liable in the year of default for federal and state income taxes on the outstanding loan balance, and, if you have not reached age 59½, a 10% penalty tax. If you continue to make timely loan payments after you terminate employment and there is an outstanding loan balance at the time your Account is to be distributed, the loan balance will be subtracted from your Account before distribution.

INVESTMENT OF CONTRIBUTIONS

You can direct the investment of all or a portion of your Account. Any amount that is not self directed will be invested in the trust maintained by the Trustees. With regard to these funds, you will share in the investment performance of the trust. The Trustees will invest the funds in a diversified set of investment vehicles, including but not limited to stocks, bonds, and mutual funds. You will also be allowed to invest in a range of mutual funds and related investments approved by the Trustees. You will be able to switch between investment alternatives offered under this option at any time by contacting the Trustees or their designee either in writing or through an 800 number which will be made available to you. The change will go into effect as soon as practicable after it is received by the Trustees or their designee. The portion of this Plan 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 the plan permits you to exercise independent control over any portion of the assets in your account, then the fiduciaries of the Plan, including the Trustees, the Administrator and the Employer, are relieved of liability for any losses resulting from your exercise of such control.

TAX WITHHOLDING ON PLAN BENEFITS

Distributions Not Subject To Withholding

Any distribution that is eligible to be rolled over and which is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution can be rolled over to another qualified plan or an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you

and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are additional distributions that are not eligible to be rolled over. Contact the Administrator if you have questions regarding whether a Plan distribution is eligible to be rolled over.

Distributions Subject To Withholding

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding. The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accepts rollovers. You can still roll over any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to 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. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

OTHER INFORMATION

Claims For Benefits

If you are not satisfied with a decision made about your Plan benefits, you should submit a written claim to the Administrator. If your claim for benefits is denied, the Administrator will notify you within 90 days after you filed your claim. If your claim is denied, you can have the denial reviewed by making a written request to the Administrator, which along with a written statement explaining your position must be filed within 60 days of the date you were notified in writing that the claim was denied. The Administrator may (but is not required to) provide you with a hearing, but must decide your appeal within 60 days and give written notice of the decision. If your claim for benefits is denied or ignored, in whole or part, you can file suit in a state or federal court.

Non-Alienation Of Benefits

Your general creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account except as collateral for a loan from the Plan, in which case any distribution you receive will be offset by any unpaid balance of the loan. In the event you separate from your spouse or get divorced, a court can direct that all or part of your benefit be paid to an alternate payee, usually your ex-spouse or your children.

Amendment Or Termination

Although the Plan is intended to be permanent, the Employer can amend or terminate the Plan at any time. If the Plan and trust are terminated, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all benefits will be distributed in a lump sum or as a deferred annuity purchased from an insurance company to guarantee payment of a monthly pension at Normal Retirement Age. Should the Plan ever be amended or terminated, each Participant (and each beneficiary receiving benefits) will be notified in writing.

STATEMENT OF ERISA RIGHTS

As a Plan Participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to examine without charge at the Administrator's office and at other specified locations (such as worksites and union halls) all Plan documents, including insurance contracts, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; are entitled to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge for the copies); are entitled to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and are entitled to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided free of charge.

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

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