

**NEXCARE HEALTH SYSTEMS, L.L.C.  
RETIREMENT SAVINGS PLAN  
10503 Citation Drive  
Suite 100  
Brighton, Michigan 48116**

August 12, 2010

Dear plan participant;

Attached is a revised Summary Plan Description (SPD) for the NexCare Health Systems, L.L.C. Retirement Savings Plan (the Plan). The SPD provides a concise explanation of the Plan and how it works. You should retain a copy of the SPD.

If you have not previously done so, or you would like to modify a prior beneficiary designation, please contact your Human Resources Department for a Qualified Election Form, or download the one attached at the end of this document. Please complete the form in duplicate. Upon completion, return one copy to the HR Department and keep one copy.

The plan is sponsored by NexCare to provide you with retirement benefits. This is one way for us to say that we appreciate your efforts as an employee.

Very truly yours,

NexCare Health Systems, L.L.C.  
Plan Administrator

**SUMMARY PLAN DESCRIPTION**

**FOR THE**

**NEXCARE HEALTH SYSTEMS, L.L.C.**

**RETIREMENT SAVINGS PLAN**

**NexCare Health Systems, L.L.C.,  
Plan Administrator  
10503 Citation Drive  
Suite 100  
Brighton, Michigan 48116**

**Employer I.D. No.: 38-3378353**

**Plan No.: 001**

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**NEXCARE HEALTH SYSTEMS, L.L.C.**

**RETIREMENT SAVINGS PLAN**

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**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**NEXCARE HEALTH SYSTEMS, L.L.C.**  
**RETIREMENT SAVINGS PLAN**

We wish to advise you that the NexCare Health Systems, L.L.C. Retirement Savings Plan (“Plan”) was recently amended. This Summary Plan Description shall serve to highlight the important provisions of the Plan, in light of the recent amendment, and shall give you other information concerning its operation.

**PURPOSE**

Briefly, our aim is to provide security to our Employees and their families in appreciation of their services and in accordance with our ever-present objective of making our companies good organizations for which to work. The benefit payable under the Plan will be in addition to your social security benefits.

**ELIGIBILITY**

All present Participants shall remain eligible to participate. Any Employee currently employed by a Participating Employer who is not a Participant, and any Employee employed by a Participating Employer in the future, may participate in the Plan on the Entry Date as of which he or she meets the eligibility requirements.

“Entry Date” means the first day of the calendar month coinciding or following the date on which you meet the eligibility requirements. You have met the eligibility requirements if you:

(a) Have met any of the following tests:

(1) Have completed three (3) months of service. You will be deemed to have completed three (3) months of service if you are in the employ of a Participating Employer at any time three (3) months after the first day on which you are credited with an hour of service,

(2) Have been employed for a twelve (12) consecutive month period commencing on the first day on which you are credited with one (1) hour of service, and you have completed, during such period, not less than one thousand (1,000) hours of service, or

(3) Have been employed for any twelve (12) consecutive month period coincident with a Plan Year, and you completed, during such Plan Year, not less than one thousand (1,000) hours of service.

(b) Are not a union member covered under union sponsored pension plans or a union member covered under collectively bargained agreements sponsored by the (i) United Steel Workers of America, (ii) International Union, United Automobile, Aerospace and Agricultural

Implement Workers of America, (iii) SEIU Healthcare Michigan, and (iv) International Union Security, Police, Fire Professionals of America.

### **DEFERRAL ELECTIONS AND DISTRIBUTIONS**

As a Participant, you may elect to defer a portion of your earnings each year instead of receiving that amount in cash. The amount you elect to defer will be deducted from your pay in accordance with written procedures established by the Administrator. The amount you elect to defer, and any earnings on that amount, will not be subject to income tax until it is actually distributed to you. This amount will, however, be subject to social security taxes at all times. Each Participant shall have an account established, known as the Participant's 401(k) Account, to which their deferrals will be credited.

Your total deferrals in any calendar year may not exceed a dollar limit, which is set by law. The annual dollar limit for 2010 is Sixteen Thousand Five Hundred (\$16,500.00) Dollars. For Participants age fifty (50) and older, the annual dollar limit is increased to allow for "catch-up" deferrals. The catch-up limit for 2010 is Five Thousand Five Hundred (\$5,500.00) Dollars. Future annual dollar limits and catch-up limits can be provided to you by the Administrator.

You should also be aware that the annual dollar limit is an aggregate limit which applies to all deferrals you may make under this Plan or other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans in which you may be participating). Generally, if your total deferrals under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, the excess must be included in your income for the year. If you participate in another cash or deferred arrangement and your total deferrals exceed the annual dollar limit, it is desirable to request in writing that these excess deferrals be returned to you. Failure to request such a return may result in your being taxed a second time when the excess deferral is ultimately distributed from the Plan. You must decide which plan or arrangement you would like to have return the excess. If you decide that the excess should be distributed from this Plan, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. The Trustees will then return the excess deferral and any earnings to you by April 15th.

Participants will always be One Hundred (100%) Percent vested in their Participant's 401(k) Account. Your interest in your 401(k) Account cannot be forfeited for any reason. Distributions from your 401(k) Account will be permitted following the earliest of:

- (a) Death.
- (b) Disability.
- (c) Termination of employment.

## **CONTRIBUTIONS AND ALLOCATIONS TO YOUR PARTICIPANT'S ACCOUNT**

The Plan further provides that a Participating Employer may also contribute the following to your Participant's Account:

- (a) Your share of a discretionary contribution to be determined annually.
- (b) Your share of a discretionary matching contribution to be determined at the end of each calendar quarter.

After a contribution has been determined, the Administrator is responsible for its allocation. For purposes of making allocations to your Participant's Account for the first Plan Year in which you are eligible to participate, your compensation is recognized from your Entry Date. Each Participant shall have a Participant's Account (in addition to a Participant's 401(k) Account as described above) established to which their share of these discretionary contributions will be credited.

Each year, the discretionary contribution made under paragraph (a) above will be allocated to eligible Participants in the proportion, which their compensation bears to the compensation of all eligible Participants. For purposes of allocating the discretionary contribution, all Participants will be considered an "eligible Participant."

The discretionary matching contribution made under paragraph (b) above will be allocated to eligible Participants in the proportion which their deferred compensation bears to the deferred compensation of all eligible Participants; provided, however, each calendar quarter the Participating Employer may limit the matching contribution by establishing the maximum amount of deferred compensation to be matched, the maximum percentage of deferred compensation to be matched, the maximum hourly amount of deferred compensation to be matched, the maximum number of hours for which a Participant may receive a matching contribution, or the maximum matching contribution amount that any Participant shall receive. For purposes of allocating the discretionary matching contribution, all Participants will be considered an "eligible Participant."

## **RETIREMENT BENEFIT**

Upon attaining Normal Retirement Age you will be entitled to a retirement benefit equal to One Hundred (100%) Percent of your Participant's 401(k) Account and Participant's Account, payable at your Normal Retirement Date. At that time, such amount may be paid by the Trustees as soon as practical, in one lump sum.

## **NORMAL RETIREMENT AGE AND DATE**

Normal Retirement Age under the Plan is age fifty-nine and one-half (59 1/2). Your Normal Retirement Date is the date on which you attain Normal Retirement Age.

**DISABILITY RETIREMENT DATE AND BENEFIT**

If you become totally and permanently disabled, you may qualify for a disability retirement benefit. The amount of the disability retirement benefit and the manner of payment shall be determined in the same manner that normal retirement benefits are determined.

**DEATH BENEFITS**

In the event of your death, One Hundred (100%) Percent of your Participant's 401(k) Account and Participant's Account shall be paid as a death benefit. The death benefit under this Plan will be paid to your spouse, if you are married at the date of death, unless you and your spouse have designated some other beneficiary. All beneficiary designations and all changes of prior designations should be made through the Administrator. You may wish to consult with your attorney or other professional advisors concerning your beneficiary designation.

**TERMINATION OF EMPLOYMENT**

If you terminate employment, you will be entitled to One Hundred (100%) Percent of your Participant's 401(k) Account.

If you were hired prior to January 1, 2008 and you terminate employment (other than by death, disability or retirement) or complete five (5) consecutive breaks in service while still employed, you will be entitled to One Hundred (100%) Percent of your Participant's Account.

If your were hired on or after January 1, 2008 and you terminate employment (other than by death, disability or retirement) or complete five (5) consecutive breaks in service while still employed, you will be entitled to a certain percentage of your Participant's Account, based upon the following:

<u>Number of Years of Covered Service</u>	<u>Percentage</u>
Less than 3 years	-0- thereof
3 years and over	100% thereof

Covered service includes all of your years working for a Participating Employer or a combination of Participating Employers (including years prior to eligibility to participate and the year of termination). You will receive credit for a year of covered service for each Plan Year that you work at least one thousand (1,000) hours for a Participating Employer or a combination of Participating Employers. Further, you will be considered to have completed a break in service if you fail to work more than five hundred (500) hours during any Plan Year.

After the amount in your Accounts has been determined:

(a) If the sum of your Participant's 401(k) Account, the vested portion of your Participant's Account and any funds that you have transferred to the Plan as a rollover

contribution does not exceed One Thousand (\$1,000.00) Dollars, payment will be made to you in a lump sum.

(b) If the sum of your Participant's 401(k) Account, the vested portion of your Participant's Account and any funds that you have transferred to the Plan as a rollover contribution is more than One Thousand (\$1,000.00) Dollars, payment of the benefit to which you have become entitled will be made in one lump sum payment as soon as practical following your election to receive your benefit.

### **PARTICIPANT'S ACCOUNT - FORFEITURES**

Any portion of a Participant's Account that is not vested in accordance with the schedule set forth in the section entitled "Termination of Employment" shall be considered forfeited. Forfeitures shall first be used to pay expenses of the Plan. To the extent forfeitures exceed Plan expenses during a Plan Year, they will be used to reduce contributions made to the Plan.

Under no circumstances will forfeited amounts be returned to a Participating Employer. If you return to work for a Participating Employer before you have completed five (5) consecutive breaks in service, any portion of your Participant's Account that was forfeited will be reinstated by that Participating Employer through an additional contribution on your behalf.

### **EMPLOYEE TRANSFERS**

If a Participant is transferred between Participating Employers, such Participant's accumulated service and eligibility shall also transfer between the Participating Employers. Additionally, all amounts credited to such Participant's 401(k) Account and Participant's Account shall continue to his or her credit and no such transfer shall effect a termination of employment with respect to such Participant for Plan purposes. The Participating Employer to which the Participant is transferred shall become obligated under the Plan with respect to such Participant in the same manner as was the Participant's former Employer from which he or she transferred.

### **CREDITED SERVICE**

Employees of any business entity acquired by any Participating Employer shall receive credit for service completed with the business entity acquired by the Participating Employer, for all purposes, including, but not limited to, determination of eligibility, contribution allocations, and vesting.

### **TOP-HEAVY RULES**

Under a complicated set of rules and mathematical calculations set out in the Plan, as required by the Internal Revenue Code, the Plan may be a "Top-Heavy Plan." Simply stated, a Top-Heavy Plan is one where more than Sixty (60%) Percent of the contributions or benefits have been allocated to "Key Employees." Key Employees are generally owners, officers, or shareholders. Each year, the Administrator is responsible for determining whether the Plan is a Top-Heavy Plan.

If the Plan becomes a Top-Heavy Plan in any Plan Year, you may be entitled to certain minimum benefits and special rules will apply. Among these top-heavy rules are the following:

(a) Your Employer may be required to make a contribution to the Plan that will provide each non-Key Employee with an allocation of up to Three (3%) Percent of Compensation. However, if you are a Participant in more than one plan maintained by your Employer, you may not be entitled to minimum benefits or contributions under both plans.

(b) A Top-Heavy Plan must meet one of two alternative accelerated vesting schedules for all benefits. Each Participant's vested percentage as determined under the section entitled "Termination of Employment" satisfies the accelerated vesting requirements for a plan determined to be a Top-Heavy Plan.

The Administrator will advise you of your rights under the Top-Heavy Plan rules if the Plan becomes a Top-Heavy Plan.

#### **AMENDMENT AND TERMINATION OF THE PLAN**

A Participating Employer has the right to amend the Plan at any time. Any such amendment shall be adopted by formal action by the Employer. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries or cause any reduction in the amount credited to your Accounts.

Participation in the Plan may be terminated at any time by a Participating Employer. Upon termination, all of such Participating Employer's respective Participants' Accounts will be fully vested. The Participants' 401(k) Accounts and the Participants' Accounts will be distributed in accordance with the distribution options available at normal retirement.

#### **DOMESTIC RELATIONS ORDER**

In general, a Participant is not permitted to assign or alienate his or her interest in the Plan to another person. However, a limited exception to the anti-assignment and alienation rules is provided for assignments of pension benefits through qualified domestic relations orders. Under this exception, a domestic relations order ("DRO") may assign some or all of a Participant's benefits to a spouse, former spouse, child, or other dependent (an "alternate payee") to satisfy family support or marital property obligations if and only if the DRO is a "qualified" domestic relations order ("QDRO").

A DRO is a judgment, decree, or order that (i) is made pursuant to state domestic relations law, and (ii) relates to the provision of child support, alimony payments, or marital property rights for the benefit of an alternate payee of a Participant.

A QDRO is a DRO that creates or recognizes the existence of an alternate payee's right to receive, or assigns to an alternate payee, the right to receive, all or a portion of the benefits pay-

able with respect to a Participant under the Plan. The DRO must include certain information and must meet certain requirements to qualify as a QDRO.

If a DRO is received by the Administrator, all or a portion of a Participant's benefits may be used to satisfy the obligation. Within a reasonable period of time after receiving a DRO, the Administrator will determine the validity of the DRO in accordance with the following procedures:

(a) Upon receipt of a DRO, the Administrator will refer the DRO to legal counsel for the Plan to render an opinion as to whether the DRO is a QDRO as defined by Employee Retirement Income Security Act of 1974 ("ERISA"). The Administrator shall notify the concerned Participant and any other alternate payee of the receipt by the Plan of the DRO and of this procedure.

(b) Promptly upon receiving the determination made by the Plan's legal counsel as to the status of the DRO, the concerned Participant and each alternate payee (or any representative designated by an alternate payee by written notice to the Administrator) shall be furnished a copy of such determination.

(1) If the DRO is determined to be a QDRO, the notice of determination shall state that the Administrator, within a reasonable period of time, will commence any payments currently due under the Plan to the person or persons entitled thereto. The Administrator shall, as soon as practical following such determination, ascertain the dollar amount currently payable to the payee or payees pursuant to the Plan and QDRO and disburse any such amounts.

(2) If there is a dispute as to the "qualified" status of a DRO, there shall be a delay in making payments of the amounts currently due to the payee or payees. In that event, the Administrator shall direct that the amounts payable be held in a separate account within the Plan. If, within eighteen (18) months after the deferral the DRO is determined not to be a valid QDRO, or if the status of the DRO has not been finally determined, amounts held in the Plan (including earnings or losses thereon) shall be paid to the person or persons who would have been entitled to such amounts if there had been no DRO. Any determination thereafter that the DRO is a QDRO shall be applied prospectively only.

### **CLAIMS FOR PLAN BENEFITS**

If you wish to make a claim for a benefit you believe you may be entitled to under the Plan, your claim should be made in writing to the Administrator. If your claim for a benefit is denied or ignored, in whole or in part, under ERISA you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial (see the section entitled "Explanation of ERISA Rights").

You will be notified in writing of the result of your claim, including the reasoning for the result, within ninety (90) days after the claim is filed. If your claim is denied, you have sixty (60) days from your receipt of the written notice of disposition of your claim to request a hearing to

reconsider your claim. Within thirty (30) days after receipt of the request, the Administrator shall schedule a hearing and notify you, in writing, of the same. At this hearing, you may present evidence, examine any evidence against you, and make arguments, in person, in writing, or by a representative, as you see fit. Within sixty (60) days after this hearing, a written decision will be issued to you, again specifying the result.

### **EXPLANATION OF ERISA RIGHTS**

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that you shall be entitled to receive information about the Plan and benefits, including the right to:

(a) Examine, without charge, at the Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

(b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for such copies.

(c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

(d) Obtain a statement telling you whether you have a right to receive a benefit at normal retirement and if so, what your benefits would be at normal retirement if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you must work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Administrator must provide the statement free of charge.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (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 One Hundred Ten (\$110.00) Dollars 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, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees.

If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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 the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interests of you and other 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 benefit or exercising your rights under ERISA.

#### **OTHER INFORMATION YOU SHOULD KNOW**

(a) The Employers whose employees are eligible to participate in the Plan are listed on the attached Schedule of Participating Employers.

(b) The Plan Number assigned to the NexCare Health Systems, L.L.C. Retirement Savings Plan is 001.

(c) The Plan Year end used by the Plan for maintaining its records is December 31st.

(d) This type of plan is identified as a 401(k) profit sharing trust.

(e) The Administrator for the Plan is NexCare Health Systems, L.L.C. The address of the Administrator is 10503 Citation Drive, Suite 100, Brighton, Michigan 48116 and its telephone number is (810) 534-0150. The Administrator has been designated as agent for service of legal process. Service of legal process may also be made upon the Trustees.

(f) The Trustees of the Trust Fund, holding the trust assets, are Thomas G. Rau, Richard A. Scherrer, and Lisa Stack-Vera. For purposes of the Trust Fund, their address is 10503 Citation Drive, Suite 100, Brighton, Michigan 48116.

(g) The Trustees are empowered to invest the contributions in investments such as stocks, bonds, savings accounts, and other investments. The Administrator may, however, establish rules for the investment of your Participant’s 401(k) Account and/or Participant’s Account. If permitted by the Administrator, you may direct the investment of your Participant’s 401(k) Account and/or Participant’s Account among the alternative investments allowed by the

Administrator. Your Accounts will separately increase or decrease based upon your choice among the investment alternatives. Therefore, you should carefully consider the alternative investment programs and individual rates of return. Neither a Participating Employer, the Trustees, nor the Administrator will be responsible for your decisions concerning the investment choices, nor will a Participating Employer, the Trustees or the Administrator provide you with investment advice. This investment program is designed to comply with ERISA Section 404(c). You will be provided additional information on the various investment alternatives allowed under the Plan.

(h) Written loan procedures have been adopted which set forth the rules and guidelines for making loans to Participants. A copy of the loan procedures and loan applications can be obtained from the Administrator. Applications will be reviewed on a non-discriminatory basis, but will be judged on the applicant's creditworthiness, purpose, and requested terms of the loan.

(i) Additional copies of this Summary Plan Description are available upon request. Under ERISA, summary plan descriptions are required to be distributed to Plan Participants.

(j) If there is an inconsistency between a provision in this Summary Plan Description and a provision in the Plan, or if this Summary Plan Description is silent on any aspect of the operation of the Plan, the provisions of the Plan shall be controlling.

(k) Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions under ERISA are not applicable to the Plan.

### **TAX ADVANTAGES**

The Plan offers you the following tax benefits:

(a) You pay no income taxes on monies set aside for you at the time such monies are placed in your Accounts.

(b) You pay no taxes on the yearly growth in the Plan.

(c) At the time your Accounts are finally distributed, the income tax consequences are generally more favorable than they may be while you are actively employed. However, we urge you to consult with your tax advisor at the time you receive any distribution in order to fully and carefully consider any options you may have and the specific tax consequences to you.

### **HOW THE PLAN WORKS**

A formal Trust Agreement has been entered into by the Participating Employers and the Trustees. The Administrator is charged with the responsibility of administering the day-to-day operation of the Plan.

This Summary Plan Description is a brief description of the Plan and Trust Agreement. It is not meant to interpret, extend, or change the Plan in any way. The provisions of the Plan can only be determined accurately by consulting the Plan itself.

Although each Participating Employer must necessarily reserve the right to discontinue or modify the Plan in the future, it is hoped and expected that the Plan will be continued indefinitely.

Respectfully,

NEXCARE HEALTH SYSTEMS, L.L.C.,  
Plan Administrator

**SCHEDULE OF PARTICIPATING EMPLOYERS**

NexCare Health Systems, L.L.C.  
Bay Shores Nursing Center, L.L.C.  
Diamondale Nursing Care Center, L.L.C.  
Durand Senior Care and Rehab Center, LLC  
Evergreen Manor Senior Care Centre, L.L.C.  
Fairlane Senior Care and Rehab Center, L.L.C.  
Faith Haven Senior Care Centre, L.L.C.  
Tartan Health Care Corporation  
Chaplains, Inc.  
Holt Senior Care and Rehab Center, LLC  
Chelsea Health Center, L.L.C.  
Lakepointe Senior Care and Rehab Center, L.L.C.  
Oakpointe Senior Care and Rehab Center, L.L.C.  
Saginaw Senior Care and Rehab Center, L.L.C.  
South Lyon Senior Care and Rehab Center LLC  
West Oaks Senior Care and Rehab Center, L.L.C.  
Integrity Rehab Services, LLC  
LTC Financial Consulting Services, Inc.  
Project Compassion, Inc.

**QUALIFIED ELECTION FORM – DEATH BENEFITS**  
**NEXCARE HEALTH SYSTEMS, L.L.C.**

**RETIREMENT SAVINGS PLAN**

**DESIGNATION OF BENEFICIARY:**

If you are not married, you should designate below the beneficiary (or beneficiaries) to whom your benefit should be paid in the event of your death. If you are married at your date of death, your death benefit will be paid to your spouse. However, if your spouse consents, you may select another beneficiary(ies) other than your spouse to receive your death benefit. Your death benefit will be paid to your beneficiary in one lump sum payment.

Please designate your beneficiary(ies): (List all names)

I hereby designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary to whom payments shall be made by the Trustees in the event of my death. In the event \_\_\_\_\_ predeceases me, then I designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary.

**WAIVER OF PRIOR ELECTION:**

You may revoke a prior designation of beneficiary(ies) by written notification to the Plan Administrator. The number of revocations shall not be limited at any time before the commencement of benefits. If you are married, you may revoke prior designations, without the consent of your spouse.

You may designate a new beneficiary with the completion of a new Qualified Election Form. If you are married, any new designation of beneficiary(ies) will generally require a new spousal consent.

**ACKNOWLEDGMENT OF PARTICIPANT:**

I  am married **or**  am not married.

My date of birth is \_\_\_\_\_.

I hereby acknowledge and agree that this Qualified Election Form shall govern the designation of a beneficiary in the event of my death.

Signature:

Date: \_\_\_\_\_

(X) \_\_\_\_\_

Participant

**ACKNOWLEDGMENT AND CONSENT OF NON-PARTICIPANT SPOUSE:**

I hereby acknowledge that under the terms of the NexCare Health Systems, L.L.C. Retirement Savings Plan, death benefits are paid to a surviving spouse unless the spouse consents to waive such benefits. I further acknowledge that, by waiving such benefits, I will receive no further benefits from the NexCare Health Systems, L.L.C. Retirement Savings Plan at my spouse's death. In spite of the fact that it may be detrimental to my best interests, I hereby consent, by my signature below, to the beneficiary designation made in this Qualified Election Form.

Signature:

Date: \_\_\_\_\_

(X) \_\_\_\_\_

Spouse

**STATE OF MICHIGAN**

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Name of Non-Participant Spouse) appeared before me and acknowledged this  
Qualified Election Form to be her/his free act and deed.

\_\_\_\_\_  
Notary Public, State of Michigan  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

931552/13755-001(C)

**DESIGNATION OF BENEFICIARY CONTINUED:**

Dear Participant,

Please use this form if you wish to designate death benefits to additional individuals.

Thank you.

Please continue to designate your beneficiary (ies):

I hereby designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary to whom payments shall be made by the Trustees in the event of my death. In the event \_\_\_\_\_ predeceases me, then I designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary.

I hereby designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary to whom payments shall be made by the Trustees in the event of my death. In the event \_\_\_\_\_ predeceases me, then I designate \_\_\_\_\_, whose present address is \_\_\_\_\_, and whose relationship is \_\_\_\_\_, as the beneficiary.