

**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. Union 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.

UNION 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.: 002

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

UNION RETIREMENT SAVINGS PLAN

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

UNION RETIREMENT SAVINGS PLAN

We wish to advise you that the NexCare Health Systems, L.L.C. Union 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 January 1st or July 1st coinciding or following the date on which you meet the eligibility requirements.

(a) With respect to the elective deferrals made to the Plan pursuant to paragraph (a) of the section entitled “Contributions and Allocations to Your Participant’s 401(k) Account,” you have met the eligibility requirements if you:

(1) Have met any of the following tests:

(A) Have completed six (6) months of service. You will be deemed to have completed six (6) months of service if you are in the employ of a Participating Employer at any time six (6) months after the first day on which you are credited with an hour of service,

(B) 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

(C) 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.

(2) Are not a non-resident alien who received no earned income from the Participating Employer, which constitutes income from sources within the United States.

(3) Are employed by the Employer pursuant to a collective bargaining agreement that provides for participation in the Plan.

(b) With respect to the contributions made to the Plan pursuant to paragraphs (b) and (c) of the section entitled “Contributions and Allocations to Your Participant’s 401(k) Account” and paragraphs (a) and (b) of the section entitled “Contributions and Allocations to Your Participants Account,” you have met the eligibility requirements if you:

(1) Have met either of the following tests:

(A) 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

(B) 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.

(2) Are not a non-resident alien who received no earned income from the Participating Employer, which constitutes income from sources within the United States.

(3) Are employed by the Employer pursuant to a collective bargaining agreement that provides for participation in the Plan.

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 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.
- (d) Attainment of age fifty-nine and one-half (59-1/2) and submission of a written request for distribution to the Administrator.

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 payroll period.

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 company, NexCare Health Systems, L.L.C., will make a discretionary contribution to the employee's retirement account. Under paragraph (a) above, the contribution will be allocated to eligible Participants proportionate to their compensation and this will be how contributions are determined for 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 proportionate to their deferred compensation and this will be how contributions are determined for all eligible Participants. However, 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, including the transfer of any policies and contracts on your life.

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, and the proceeds of any life insurance on your life that may have been purchased within the Plan, 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

The contributions made to your Participant’s Account are fully vested and non-forfeitable immediately upon your entry into the Plan. Therefore, if you terminate employment or complete five (5) consecutive breaks in service while still employed, you will be entitled to One Hundred (100%) Percent of the sum of your Participant’s 401(k) Account and your Participant’s Account. You will be considered to have completed a break in service if you fail to work more than five hundred (500) hours for a Participating Employer or a combination of Participating Employers during any Plan Year.

After the amount in your Accounts has been determined:

(a) If the sum of your Participant's 401(k) Account, 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, 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.

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.

TRANSFER OF ASSETS AND LIABILITIES

Effective as of January 1, 2008, the assets and liabilities of the NexCare Health Systems, L.L.C. Retirement Savings Plan, with respect to those Participants who were employed by a Participating Employer pursuant to a collective bargaining agreement, were transferred to the NexCare Health Systems, L.L.C. Union Retirement Savings Plan.

Beneficiary designations, spousal consents, benefit elections and options, and the applicability of qualified domestic relations orders carry over from the NexCare Health Systems, L.L.C. Retirement Savings Plan to the NexCare Health Systems, L.L.C. Union Retirement Savings Plan without interruption.

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. Under the terms of the Plan, however, each Participant's Account is fully vested and non-forfeitable immediately upon entry into the 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, the respective Participants' 401(k) Accounts and Participants' Accounts of such Participating Employer 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 payable 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, including insurance contracts, 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, including insurance contracts, 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 that 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. Union Retirement Savings Plan is 002.

(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, life insurance, 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, except for a minimal amount, which represents the term insurance cost of any life insurance policy purchased on your life within the Plan.

(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.

UNION 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 a beneficiary (ies) other than your spouse to receive your benefit. Your death benefit will be paid to your beneficiary in one lump sum payment.

Please 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.

(For additional Beneficiaries, use last page.)

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 your benefits. If you are married, you may revoke prior designations without the consent of your spouse.

You may designate a new beneficiary by 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. Union 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. Union 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 _____

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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.