OAKWOOD HEALTHCARE, INC.
MATCHED SAVINGS PLAN
SUMMARY PLAN DESCRIPTION

Effective January 1, 2010
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INTRODUCTION

Oakwood Healthcare, Inc. established the Oakwood Healthcare, Inc. Matched Savings Plan, a 403(b) tax deferred annuity plan, effective as of July 1, 1997. The plan was amended and restated as of January 1, 2001. Effective January 1, 2002, the Oakwood Downriver Medical Center Retirement and Savings Plan and the Oakwood Home Care Services Retirement Savings Value Plan were merged into the plan. As of February 1, 2004, the Balmoral Skilled Nursing Center Retirement Savings Value Plan and the Oakwood Common Retirement Savings Value Plan were merged into the plan. The plan was most recently amended and restated effective January 1, 2009 to comply with changes in the laws governing 403(b) plans and was amended further, effective January 1, 2010. The amended plan is called the Oakwood Healthcare, Inc. Matched Savings Plan, and is called simply the “Plan” in this booklet. Oakwood Healthcare, Inc. is called the Company in this booklet.

This booklet summarizes the provisions of the Plan in effect on and after January 1, 2010 and applies to eligible individuals employed on or after such date by the Company. This booklet is intended to be a summary. Some points in which you may be interested, or which may arise in unusual situations, are not covered. Different Plan provisions may apply to different union groups and employees of other employers who sponsor the Plan. Different summary plan descriptions have been prepared for different groups of employees.

IN THE CASE OF ANY ITEM NOT COVERED BY THIS BOOKLET, OR IN THE EVENT OF ANY CONFLICT BETWEEN THIS BOOKLET AND THE PLAN, THE PLAN ALWAYS WILL CONTROL. YOU SHOULD NOT RELY ON ANY ORAL EXPLANATION, DESCRIPTION, OR INTERPRETATION OF THE PLAN BY ANY EMPLOYEE OF THE COMPANY, BECAUSE THE WRITTEN TERMS OF THE PLAN ALWAYS WILL GOVERN.

The entire Plan is contained in the Plan document, which you may examine in the Corporate Benefits Department of Oakwood Healthcare, Inc., 23400 Michigan Avenue, Suite 225, Dearborn, Michigan 48124. You may obtain a copy of the Plan and other documents relating to the Plan for your own use, but there will be a copying charge. If you still have any questions about this booklet or about the Plan, you should contact the Corporate Benefits Department.

A. IMPORTANT INFORMATION

1. What is a 403(b) plan?

A 403(b) plan is a tax deferred annuity plan. It is named after a section in the Internal Revenue Code that authorizes this special kind of arrangement for employees of tax-exempt organizations, such as Oakwood Healthcare, Inc. The Plan contains provisions permitting the Company and any affiliated employers listed on the back of this booklet to make contributions for eligible participants and also contains a “salary reduction arrangement,” which permits you to elect to reduce part of your compensation on a pre-tax basis and have that amount contributed on your behalf to the Plan. Your contributions and your employer’s contributions, if any, are invested in an insurance contract or mutual fund offered by one of the fund sponsors selected by the Company.
You may have heard that some retirement plans are insured by a government agency called the Pension Benefit Guaranty Corporation (PBGC). However, because tax deferred annuity plans do not guarantee a specific retirement benefit, the PBGC does not insure them.

2. **Who is the Plan Sponsor?**

The Plan Sponsor is:

Oakwood Healthcare, Inc.
23400 Michigan Ave., Suite 225
Dearborn, MI  48124
(313) 586-5850
Employer Identification Number: 38-1405141

3. **Who are the Participating Employers?**

The following affiliate of the Company is a participating employer in the Plan:

Oakwood Health Promotions, Inc.
23400 Michigan Ave., Suite 225
Dearborn, MI  48124
(313) 586-5850
Employer Identification Number: 38-2601965

4. **Who is the Plan Administrator?**

Oakwood Healthcare, Inc. is the Plan Administrator. The Company’s address, telephone, and employer identification number are given above.

5. **What is the Plan Number?**

The Plan Number is 005.

6. **Who is the agent for service of process?**

Process may be served upon the Plan Administrator at the address given above. You should be advised that if you are unsuccessful in any legal action involving your rights under the Plan, your account in the Plan may have to bear the expenses of the legal action.

7. **What is the Plan Year?**

The Plan Year is the year designated by the Plan on which the records of Plan must be kept. The Plan Year is the twelve month period beginning each January 1st and ending on the following December 31st.

8. **Is the Plan the result of collective bargaining?**

Certain Plan participants are represented by the following collective bargaining units that have negotiated to participate in the Plan: (1) the Service Employees International Union,
Healthcare Michigan, (“SEIU”) and; (2) the American Federation of State, County and Municipal Employees, Council No. 25, and its Local 2568 (AFL-CIO) (“AFSCME”). A copy of the applicable collective bargaining agreements may be examined by Plan participants and beneficiaries in the Corporate Benefits Department.

B. PARTICIPATION IN THE PLAN

1. How do I become eligible to make salary reduction contributions?

To be eligible to become a participant in the Plan and to make salary reduction employee contributions to the Plan:

(a) you must be a regular full-time or regular part-time (with or without benefits) or contingent employee of the Company, including Alternatively Scheduled Employees represented by AFSCME, or any participating employer listed at the back of this booklet; and

(b) you must not be providing services to Oakwood Healthcare, Inc., or Oakwood Health Promotions, Inc. while on the payroll of a professional employer organization (PEO); and

(c) you must not be represented by a collective bargaining unit, unless the unit has negotiated to participate in the Plan. Employees represented by SEIU or AFSCME participate in the Plan; and

(d) you must complete a salary reduction election agreement.

Independent contractors and individuals covered by a special contract with the Company or any affiliated employer listed at the back of this booklet are not eligible.

The salary reduction election agreement authorizes your employer to reduce your pre-tax pay by the amount of pay that you elect and to contribute that amount to the Plan on your behalf.

2. How do I become eligible to receive an employer matching contribution?

Appendix B to this Summary Plan Description describes the Plan’s eligibility requirements for a matching contribution.

3. When do I begin to participate?

You are eligible to begin participation in the Plan and to elect to make salary reduction employee contributions when you satisfy the Plan’s eligibility requirements. In order to begin deferring part of your pay into the Plan, you need to complete and submit a salary reduction election agreement. Your salary reduction election will be effective no later than two payroll periods after it is submitted. Check with the Company to obtain a salary reduction election agreement.
4. **What does participation mean?**

Once you have become a participant, you will be entitled to begin saving under the Plan by agreeing to defer a portion of your pre-tax pay. You will pay no current tax on the portion you defer. You will have an account maintained for you on the books and records of the Plan, which will record any deferrals which you elect to make to the Plan from your pay, and any employer matching contributions made on your behalf (if you are eligible for them). The account also will show your share of income, gains and losses on Plan investments, and of any expenses of the Plan’s operations.

5. **What happens if I leave employment and then return to work for the Company?**

If you are a participant when you leave employment, and then return to work for the Company or an affiliate listed at the back of this booklet, you will become a participant immediately upon filing a new salary reduction election agreement, provided that you then satisfy the eligibility requirements. If you are not a participant when you leave employment, you will need to qualify for participation in the same manner as any new employee.

**C. CONTRIBUTIONS TO THE PLAN**

1. **What happens to my contributions once they are made to the Plan?**

   Appendix B to this Summary Plan Description describes your investment options.

2. **How much of my pay may I defer in a year?**

   The amount that you may defer is described in Appendix B to this Summary Plan Description.

3. **Can I change the amount I elect to defer?**

   You may change your salary reduction election as often as once every two-week payroll period, and the change will become effective no later than two payroll periods after notice of the requested change has been received by the Company. You will be deemed to have elected to defer the same amount, if any, until you change your salary reduction election. You may revoke your election at any time by reducing your election to zero, and your revocation will be effective no later than two payroll periods after the Company receives your election agreement. If you do so, you may resume contributions at any time by filing a new election agreement.

4. **Are there employer matching contributions?**

   Employer matching contributions are described in Appendix B to this Summary Plan Description.

5. **Are other kinds of contributions permitted?**

   The Plan does not permit employees to make after-tax contributions. Some rollover contributions may be accepted by the Plan, as described in Part C, Question 8.
6. **What are the overall legal restrictions on contributions?**

The tax laws place restrictions on Plan contributions. The limitations break down into two categories.

(a) **Annual Limit on the Amount of Elective Deferrals.**

The law limits the dollar amount of your elective deferrals in any calendar year. As of January 1, 2010, the limit is $16,500 and may increase in future years. This limitation applies not only to the salary reduction employee contributions that you make under this Plan, but also to any salary reduction contributions that you make under another 403(b) tax-deferred annuity, any simplified employee pension program, or a 401(k) cash or deferred arrangement.

Because the Company can account only for the salary reduction employee contributions you make to this Plan, it is your responsibility to determine whether your contributions to this and other plans have exceeded the annual dollar limit in any calendar year. If you find that you have made contributions for any calendar year in excess of this limit, you should request a refund of the excess no later than March 1st of the year following the calendar year for which the excess was made. A request for a refund from this Plan must be in writing and addressed to the Corporate Benefits Department.

There are tax disadvantages if you do not request a refund and your excess deferrals are left in the Plan. A refund request received after March 1st cannot be honored, and you will be required by law to include the excess amount and applicable earnings in your taxable income even though those contributions and earnings are left in the Plan. You also will be required to pay tax again on the excess when your Plan funds eventually are distributed at retirement, death, or other severance from employment. In other words, excess contributions and the earnings on them that are not timely removed are subject to double taxation.

(b) **Limitations On Contributions for All Years.**

As of January 1, 2002, the Section 403(b) limit that previously took into account service and contributions from prior years has been eliminated.

(c) **Annual Limit on Total Contributions.**

In addition to the dollar limitation on your elective deferrals, the tax laws restrict the total annual contributions to your account to the lesser of $49,000 (as adjusted for cost-of-living by the IRS) or 100% of your compensation. Your own before-tax contributions and matching contributions to this Plan and other defined contribution plans sponsored by the Company or certain of its affiliates count against the total annual contributions limit, but age 50 catch-up contributions, investment gains, and rollover contributions do not.
7. **What are catch-up contributions?**

Catch-up contributions are additional pre-tax contributions to the Plan that exceed the IRS dollar limits that normally apply to before-tax contributions for the calendar year.

(a) **15-year catch-up contributions**

If you have at least 15 years of service with the Company and other participating employers listed in Appendix A, you are eligible for a special “15-year catch-up contribution” limit. The annual dollar limit that otherwise would apply is increased by the least of:

- $3,000,
- $15,000 minus pre-tax contributions made in prior years to the Plan using this special rule, or
- $5,000 multiplied by your years of service with the Company and participating employers listed on Appendix A minus all pre-tax contributions that you made in prior years to 403(b) plans or 401(k) plans sponsored by the Company and participating employers listed on Appendix A.

(b) **Age 50 catch-up contributions**

You will be able to make “age 50 catch-up contributions” to the Plan if you are at least 50 years old by the end of the year.

The maximum age 50 catch-up contribution under all 403(b), 401(k) or simplified employee pension plans in which you participate during the 2010 calendar year is $5,500. The limit may increase in future years.

As a result of the availability of catch-up contributions, anyone age 50 or older by December 31st of a calendar year may make before-tax contributions for that year in an amount up to the maximum shown below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Limit on Before-Tax Contributions</th>
<th>Maximum Age 50 Catch-Up Contributions</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>2010</td>
<td>$16,500</td>
<td>$5,500</td>
<td>$22,000</td>
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You will be allowed to make age 50 catch-up contributions in the same manner as your regular pre-tax contributions.

If you are eligible to make the 15-year catch-up contribution described in paragraph (a) and the age 50 catch-up, your catch-up contributions first will be treated as 15-year catch-up contributions and then as age 50 catch-up contributions.
8. **Does the Plan accept rollover contributions?**

Rollover contributions from 401(k) or 403(b) plans sponsored by a prior employer, excluding after-tax and Roth contributions, will be accepted by the Plan. A separate rollover contribution account will be set up to hold your rollover contributions and investment earnings on those contributions. You are always 100% vested in your rollover contribution account.

9. **May employer matching contributions be merged with salary reduction and rollover contributions?**

Due to the vesting requirements, employer matching contributions may not be merged with salary reduction or rollover contributions. This requirement applies both while you are employed as well as after you terminate employment.

**D. PAYMENT OF BENEFITS AND RIGHTS TO YOUR ACCOUNT**

1. **In general, what are my rights to my benefits?**

Your vested rights are explained in Appendix B to this Summary Plan Description.

2. **What is a Year of Service and a Break in Service?**

The terms “Years of Service” and “Break in Service” are described in Appendix B to this Summary Plan Description.

3. **Under what circumstances will my benefits be paid to me?**

The Plan permits distribution of your account upon your death or other termination of employment. Distributions to you will be subject to a 10% early distribution tax, in addition to income tax, unless: you are at least age 59½ at the time of the distribution, or your distribution is paid over your life expectancy (or the joint life expectancy of you and your beneficiary), or you terminate employment at or after age 55, or you take a hardship distribution to pay certain medical expenses. Distributions that are not made solely because of hardship or because of the age 70½ rule described in Part E(2)(b) below, or which are not paid as installments over 10 years or more, or over your lifetime, or over your lifetime and that of your beneficiary, may be eligible to be rolled-over without penalty taxes or current taxes, to an individual retirement account or to a 401(k) Plan or other employer-sponsored retirement plan or tax deferred annuity that will accept your rollover. Taxable distributions which are eligible to be rolled-over directly to another retirement plan or IRA and are not, will be subject to an automatic 20% income tax withholding. Distribution of your account is made as described in Part E.

**E. DISTRIBUTION OF YOUR ACCOUNT**

1. **When and how will my benefits be distributed?**

As soon as possible following the date of your termination of employment, or your death, the fund sponsor will provide you or your beneficiary with the appropriate forms with which to apply for benefits and to elect a distribution date. If you should die before payment of your benefits begin, your account will be paid to your spouse or beneficiary as later described.
Subject to the rules described below, your account will be paid to you according to the terms of the annuity contract or custodial account under which your account is invested. Generally, payments will begin within 60 days after the end of the Plan Year in which you leave employment, or following your death, unless more time is required to determine the amount of the benefit, or unless you cannot be located, or your beneficiary determined. You may defer receiving your benefit until a later date if you wish, subject to the restrictions in Question 2 below.

If you are single, benefits automatically will be paid to you as a life annuity. If you are married, benefits automatically will be paid as a 50% joint and survivor annuity. You should contact your fund sponsor for other available distribution options.

Distributions generally are subject to income taxes in the year received. The payor is required to withhold federal income taxes from each distribution and to send them directly to the IRS. You may elect not to have taxes withheld from annuity or installment payments that are not eligible to be rolled-over by filing a W-4P form with the payor.

2. **Are there any restrictions on my distributions?**

There are certain restrictions on the time you select for payment of your account and the method by which it is paid.

(a) First, if you are single, your account will be used to purchase a lifetime annuity providing a benefit each month for your lifetime. If you are married when payments are scheduled to begin, the amount accumulated under your annuity contract or custodial account automatically will be used to provide a 50% joint and survivor annuity for you and your spouse. It provides a monthly benefit for each month of your life, with a monthly benefit continuing to your spouse after your death for his or her life equal to 50% of the benefit you were getting before your death.

(b) The second restriction is that your account must be distributed to you in full (or payments must at least begin) by April 1 of the year following the year in which you reach age 70½, or the year in which you retire, if later. This requirement was suspended by the IRS for 2009 only.

3. **What happens upon my death?**

You automatically are 100% vested in your matching contribution account if you die while you are an employee of the Company or an affiliated employer.

If you are married and you die before beginning to receive your benefits, the vested amount accumulated under your annuity contract or custodial account automatically will be used to provide a lifetime survivor annuity for your spouse, unless: (1) prior to your death, you have rejected this form of payment for another form and your spouse consented to your election, or (2) your spouse does not survive you. If your spouse does not survive you, or if you are not married, a survivor benefit will be paid to your beneficiary. If you are married and designate a beneficiary other than your spouse, your spouse must give his or her written consent, witnessed by a notary public, to the beneficiary you have designated.
If you die after beginning to receive benefits, your spouse or beneficiary will be entitled only to the benefit, if any, provided by the type of distribution you chose for payment of your benefit.

4. **May I borrow from my account?**

Depending on which fund sponsor you select, you may be eligible to borrow funds from your salary reduction contribution account and from your rollover contribution account.

The maximum amount you may borrow depends on the current market value of your salary reduction contribution account, rollover account and current laws and regulations. Presently, the maximum amount that you may borrow from your salary reduction contribution and rollover accounts is the lesser of:

- 50% of your salary reduction contribution and rollover account balances; or
- $50,000 (reduced by the highest prior outstanding loan balance).

Loans must be made in whole increments of $100. The minimum amount you may borrow is $1,000. You may take out only one loan in any Plan Year and may not have more than five loans outstanding at any one time. You will be responsible for any costs assessed by the fund sponsor to obtain loans from your account.

The Plan is required to have adequate security for any loan made. One-half of the value of your salary reduction contribution account and rollover account will serve as security for your loan. If you are married, your spouse must consent to the use of your accounts as security for your loan.

The interest rate on your loan will bear a reasonable rate of interest, comparable to that being charged by local financial institutions on loans of similar type. Contact your fund sponsor for further information.

Repayment of the loan is made directly to your fund sponsor and must be paid in level amortized payments. The repayment period for your loan may not exceed five years unless you use the loan for the purchase of your principal residence. Your loan payments may be suspended for military duty or for leaves of absence without pay or at a rate of pay less than your repayment obligation. Check with the Plan Administrator for more information. Otherwise, if you do not make your required repayment, the loan will be considered in default and will be reported as a taxable distribution. You will be ineligible to take another loan if you are in default.

When you become eligible for a distribution from the Plan, the amount of your outstanding loan balance will be treated as distributed and reported as taxable income to you on a 1099-R form.

5. **Does the Plan permit hardship distributions while I’m still employed?**

Yes, but only after you have taken all available loans and distributions from the Plan. Only your rollover contribution account balance and your salary reduction employee contributions may be distributed for hardship. Earnings on your salary reduction employee
contributions, employer matching contributions, and earnings on employer matching contributions, may not be distributed.

A request for a hardship withdrawal must be accompanied or supplemented by evidence of the hardship as requested by the Plan Administrator. The distribution must be approved by the Plan Administrator, subject to the terms of the applicable fund sponsor. The amount of a hardship distribution cannot be in excess of the amount required to satisfy your heavy and immediate financial need. The following events will be considered to cause a heavy and immediate financial need: (a) medical expenses incurred by you or your spouse or dependent children, (b) purchase of your principal residence, (c) payment of tuition, related educational fees, and room and board expenses for post-secondary school for you, your spouse or dependent children, (d) payment to prevent eviction or foreclosure with respect to your principal residence, (e) funeral expenses for your parents, spouse, child, or dependent, and (f) repair of damage to your principal residence that would qualify as a casualty deduction on your U.S. tax return without regard to the 10% of adjusted gross income minimum loss. If you take a hardship distribution you will not be permitted to contribute to this Plan or to any other plan of the Company or affiliated employer for six months from the date of your receipt of the hardship distribution.

You will be required to pay income tax on your hardship distribution. In addition, if you are not at least age 59½, this distribution may be subject to an additional 10% federal tax. You also will be responsible for any costs assessed by the fund sponsor to process your hardship withdrawal.

6. **Does the Plan allow other in-service distributions?**

If you are at least 59½, you may withdraw all or part of your rollover contribution account and salary reduction contribution account. After making the withdrawal, you may continue making salary reduction contributions, and you will continue to be eligible for employer matching contributions, if any.

**F. ADMINISTRATION OF THE PLAN AND CLAIMS**

1. **How is the Plan administered?**

As stated earlier in this booklet, the Company is the Plan Administrator. As Plan Administrator, the Company is required to supply you with this booklet and other information and to file various reports and documents with government agencies. In its role of administering the Plan, the Plan Administrator also may make rulings, interpret the Plan, prescribe procedures, gather needed information, receive and review valuations of the Plan, employ or appoint individuals to assist in any administrative function.

2. **How do I file a claim for benefits?**

Your right to a benefit from the Plan will be determined by the Plan Administrator unless the Plan Administrator has delegated that responsibility to the fund sponsor holding the assets in your account.
If you wish to file a claim for benefits under the Plan, the fund sponsor will supply you with the necessary forms upon request.

If your claim is denied, you will receive a written statement explaining the reason that the claim was denied and making specific reference to the section or sections of the Plan which are relevant to the claim. The Plan Administrator or its delegate will also provide a written explanation of how the claim denial may be appealed.

Generally, you may request a review of any denied claim by sending a written request for review to the Plan Administrator, or its delegate, within 90 days of the date of the notice of denial. You may submit to the Plan Administrator, or its delegate, issues or comments, in writing or otherwise, that you consider relevant to a determination of your claim, and you may request a hearing in person before the Plan Administrator or its delegate. Prior to submitting your request for review, you may examine any documents pertinent to your claim. At all stages of review, you may be represented by counsel, legal or otherwise, but at your own expense. The Plan Administrator, or its delegate, will respond promptly to all requests for review, unless special circumstances, such as the need to hold a hearing, prevent this. A final determination concerning your benefits will be provided by the Plan Administrator or its delegate.

G. OTHER THINGS YOU SHOULD KNOW

1. **Can the Plan be amended or terminated?**

   The Company fully intends to continue the Plan. To protect against unforeseen situations, however, the Company reserves the right to change the Plan and to completely discontinue making contributions on behalf of participants or to terminate the Plan.

2. **Can my benefits be assigned?**

   No. For the protection of your interests and those of your dependents, your account cannot be assigned, that is, paid over at your direction to any other person or organization, except as specifically provided by the Plan. Also, your account generally is not subject to garnishment or attachment, except for tax liens, which means that your creditors generally cannot reach your account to satisfy your debts to them.

   The Plan and the law specifically provide, however, that a portion or all of your account may be paid to your spouse, former spouse, or your children if ordered by a court in a qualified domestic relations order under state divorce or other domestic relations law. The Plan has established written procedures for determining whether domestic relations orders are “qualified” domestic relations orders, and for implementing qualified domestic relations orders. A copy of the Plan’s procedure is available from the Plan Administrator without charge to Plan members and beneficiaries.

3. **What are the employer’s rights?**

   While the Company and your employer believe in the benefits, policies and procedures described in the Plan, the language in the Plan is not intended to create, nor is it to be interpreted to constitute, a contract of employment between the Company, any affiliated employers listed at the back of this booklet, and any of their employees. The Company and any affiliated employers
listed at the back of this booklet retain all of their rights to discipline or discharge employees. You continue to have the right to terminate your employment at any time, for any reason, and the Company, and any affiliated employers listed at the back of this booklet retain a similar right. This condition of your employment with the Company or any affiliate cannot in any way be modified, orally or in writing, by any individual employed by or associated with the Company or its affiliates.

**4. How might I lose all or part of my benefits?**

Some individuals may not qualify for a benefit and others may lose a benefit even if they once qualified. Circumstances resulting in a denial or loss of benefits are discussed more fully elsewhere in this booklet. You should be aware that the following are some, but not all, of the possible reasons you may not receive all or a portion of a benefit:

- If you do not defer a portion of your pay into the Plan, you will not receive a benefit.
- If your investments in the annuity contract(s) or custodial accounts lose money, your benefit may fall in value or may be lost altogether.
- If you take a hardship distribution or other in-service distribution from the Plan, your Plan account will be reduced accordingly.
- If you borrow money from your account and fail to repay it (with interest), your account will be reduced.
- If you terminate employment before your matching contribution account becomes 100% vested, you will lose the non-vested balance that you accumulated in your account.
- If your account becomes subject to a qualified domestic relations order, part or all of it may be assigned to your spouse, former spouse, child, or other dependent.
- If your account is charged for administrative expenses, such as loan administration fees, your account will be reduced.

For a more complete picture of possible reasons for loss of a benefit, you should review the Plan Document.

**5. Do veterans have special rights under the Plan?**

Please contact the Plan Administrator for details about any of the following veteran’s benefits:

- If you return to work for Oakwood Healthcare, Inc. or any affiliate listed at the back of this booklet after serving in the U.S. uniformed services for five years or less, and while you have veteran’s re-employment rights, you may be able to make up the pre-tax contributions you would have been able to make if you had remained employed by the Company or an affiliated employer sponsoring the
Plan, and you may be eligible for an Employer matching contribution, if any were made in your absence but, only if you would have been eligible for the matching contribution if you had remained employed.

- Your uniformed service will count as eligibility and vesting service under the Plan.

- If you die while in qualified military service and while you have re-employment rights, you will be treated as having resumed and then terminated employment on your date of death; consequently, you will become 100% vested in your matching contribution account if you are not 100% vested already.

- If you are on active duty in the uniformed services for a period of more than 30 days, you will be treated as having severed from service and eligible for a distribution of your salary reduction contributions. If you take a distribution of your salary reduction contributions, you may not make salary reduction contributions during the six month period beginning with the date of distribution.

6. **What are my rights under ERISA?**

The following statement is required by law and regulations in order to inform you of your rights under the Employee Retirement Income Security Act of 1974 (ERISA).

As a participant in the Oakwood Healthcare, Inc. Matched Savings Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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 Employee Benefits Security Administration or at www.efast.dol.gov.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan’s annual report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether or not you have a right to obtain benefits at Normal Retirement Age (see Part D, Question 1) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If
you do not have a right to a benefit, the statement will tell you how many years you have to work to obtain a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

**Prudent Actions by Plan Fiduciaries**

In addition to creating the rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your Plan benefit or exercising your rights under ERISA.

**Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, 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, all within certain time schedules. 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 federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations 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 will 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.

**Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits 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 Ave. 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 Pension and Welfare Benefits Administration.
### APPENDIX A

**PARTICIPATING EMPLOYERS**

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oakwood Healthcare, Inc.</td>
<td>July 1, 1997</td>
</tr>
<tr>
<td>Oakwood Health Promotions, Inc.</td>
<td>February 1, 2004</td>
</tr>
</tbody>
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APPENDIX B

Participants Who are Employees of Oakwood Healthcare, Inc. Including Employees Represented by SEIU but Excluding Employees Represented by AFSCME

B. PARTICIPATION IN THE PLAN

2. How do I become eligible to receive an employer matching contribution?

To be eligible to receive any employer matching contribution:

(a) you must be a participant in the Plan;

(b) you must make salary reduction contributions from pay as a regular full-time or regular part-time employee; and

(c) you must be an employee on the last day of the Plan Year.

C. CONTRIBUTIONS TO THE PLAN

1. What happens to my contributions once they are made to the Plan?

Your employer withholds from your pre-tax pay, through salary reduction, the amount you elect to defer (“elective deferrals” or “salary reduction contributions”), and contributes it directly to the Plan. All contributions made under the Plan either are applied toward the purchase of annuity contract(s) issued by ING Aetna or Lincoln National Life or are invested in mutual funds under a custodial account with VALIC.

All new participants who begin contributing to the Plan on or after March 1, 2004, and participants who recommence contributions on or after March 1, 2004, must invest their contributions with VALIC. Employees who were contributing to the Plan as of February 29, 2004 may continue investing their contributions with ING Aetna or Lincoln National Life, or they may elect both to move their current account balances or invest future contributions with VALIC.

Upon request, you may receive from the Plan Administrator or fund sponsor the latest available:

- Description of the annual operating expenses which reduce each investment option’s rate of return, and the total amount of those expenses as a percentage of average net assets of that option;

- Copy of prospectuses, financial statements and reports, to the extent that information is provided to the Plan;

- List of the assets in the portfolio of each investment option, the value of each asset, and for each asset which is a fixed rate investment contract issued by a
bank, savings and loan association, or insurance company, the name of the issuer of the contract, the contract’s term and rate of return;

- Value of shares or units in each investment option, as well as past and current investment performance of each investment option, determined net of expenses, on a reasonable and consistent basis; and

- Value of shares or units of each investment option in your account.

Because the Plan allows you to direct the investment of your account, the Company and the fund sponsor may be relieved of liability for any losses which are the direct and necessary result of your individual investment instructions. A plan such as this is referred to as a “404(c) plan” where “404(c)” refers to the section of the Employee Retirement Income Security Act of 1974 (“ERISA”) which specifies the requirements a plan must satisfy in order for the Company and the fund sponsor to be relieved of liability for the consequences of your investment decisions. Regulations explaining Section 404(c) are found in Title 29 of the Code of Federal Regulations, Section 2550.404c-1.

Salary reduction contributions you make to the Plan, and investment earnings on those contributions, always are 100% vested.

2. **How much of my pay may I defer in a year?**

As of January 1, 2010, you may elect to defer any whole dollar amount or percentage of your pre-tax pay up to $16,500, but not less than $200. For these purposes, your pay is your wages, salary, bonuses, military differential pay, if any, Combined Time Off (“CTO”) and other payments made to you for a Plan Year as reportable on your W-2 form, plus amounts not reportable on your W-2 form because they are applied to purchase benefits under the Company-sponsored cafeteria plan or contributed to this Plan or to any other deferred compensation plan of your employer in which you participate. Your pay does not include severance pay, sick and accident pay received through a third party, taxable fringe benefits, or the value of non-cash forms of payment. Generally, you may make salary reduction contributions only from pay that is paid before your severance from employment. There is an exception for certain payments of regular pay or cashed-out vacation or sick pay, made within 2½ months of your severance date or by the end of the Plan Year during which you terminate employment, if later.

The amount that you elect to defer into the Plan will not be paid to you as current income. Therefore, it will not be subject to current federal or, under most state laws, state income tax. However, the deferred amount will be subject to current Social Security taxes until your non-deferred pay exceeds the Social Security Wage Base. For 2010, the Social Security Wage Base is $106,800. If, during any calendar year, your non-deferred pay never exceeds the Social Security Wage Base, all of your deferrals made during that calendar year will be subject to Social Security withholding.

The amount that you defer into the Plan (and any investment gains on your deferrals) generally will not be taxed to you until withdrawn.
4. **Are there employer matching contributions?**

The Company and any affiliated employers listed at the back of this booklet may make matching contributions on your behalf if you are an eligible participant who makes salary reduction contributions during a Plan Year. Matching contributions are based only on pay that you earn after you start making salary reduction contributions and while you are a regular full-time or regular part-time employee and not a contingent employee. For this purpose, “pay” includes regular wages (before salary reduction contributions to the Plan), differential pay, if any, while in the military, lump sum salary adjustments, combined time off (“CTO”), holiday pay and overtime payments for hours which, when added to your straight-time hours for the payroll period do not exceed 80. “Pay” does not include overtime (except as specified in the preceding sentence), bonuses, shift differential, premium or severance pay, CTO payoffs, third-party administered sick and accident pay, matching contributions to the Plan, or taxable or non-taxable fringe benefits.

The amount of the matching contribution is determined annually by the Board of Directors.

**D. PAYMENT OF BENEFITS AND RIGHTS TO YOUR ACCOUNT**

1. **In general, what are my rights to my benefits?**

Your vested right in your account is based on your Years of Service. You have a 100% vested right to benefits attributable to your salary reduction employee contributions, and to rollover contributions, at all times. If you have at least one Hour of Service after December 31, 2001, your matching contribution account will vest according to the following schedule:

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<td>60%</td>
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<td>100%</td>
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</tbody>
</table>

If you are not credited with at least one Hour of Service after December 31, 2001, your benefits attributable to employer matching contributions will be 100% vested after you have completed five Years of Service.

You are 100% vested in your matching contribution account, regardless of your Years of Service, when you reach your Normal Retirement Age, if you are an employee of the Company or an affiliate on that date. Your Normal Retirement Age is your age on the date when you have both reached age 65 and either have completed five Years of Service or reached the fifth anniversary of your Plan entry date.

If you leave employment with the Company and affiliated employers for reasons other than retirement or death, you will forfeit the nonvested portion of your matching contributions, if any. The forfeiture generally will occur when you take a distribution of your vested account balance, or as of the last day of the Plan Year in which you incur five consecutive one-year Breaks in Service, whichever is earlier. When the nonvested portion of your account is forfeited,
it is used by your employer to reduce future matching contributions or to pay Plan administrative expenses.

If you leave employment before you are 100% vested in your matching contributions, receive a distribution of the full portion of your matching contributions that are vested, forfeit the portion of your matching contributions that are not vested and return to employment covered by the Plan prior to incurring five consecutive one-year Breaks in Service, you may elect to repay the full amount distributed to you, and the forfeited amount will be returned to your account. To restore a forfeiture, you must make the repayment prior to the earlier of (a) five years after the date when your employment resumes, or (b) the last day of the Plan Year in which you incur the fifth consecutive one-year Break in Service after receiving the distribution.

Your vested right does not insure you against changes in value of the contributions made to your account under the Plan, because your account is subject to investment gains and losses. If the investments of your account lose money, your ultimate distribution from the Plan could be less than the amount that you and your employer contributed to the Plan.

2. **What is a Year of Service and a Break in Service?**

To complete one Year of Service, you must be credited with 900 or more Hours of Service during any Plan Year.

You receive one Hour of Service for each hour that you are paid or entitled to payment for your work for the Company or an affiliated employer. However, Hours of Service also can include up to 501 hours for which you are paid or entitled to payment for a period during which you perform no work, such as during a paid vacation, holiday, illness, layoff, jury duty, or authorized leave of absence. You also may receive Hours of Service credit for hours for which back pay is either awarded to you or agreed to be given to you by the Company or a member of its controlled group. You will be credited with up to 501 Hours of Service for maternity/paternity leave, and for leave under the Family and Medical Leave Act if you return to work for the Company or a member of its controlled group at the expiration of your FMLA leave. If no record of your hours is kept, you automatically are credited with 45 Hours of Service for each week that you work.

A Break in Service is a Plan Year in which you are credited with fewer than 501 Hours of Service because you have terminated employment. If you leave employment and return to work with the Company, or any affiliated employer listed at the back of this booklet, you will be able to participate in the Plan again immediately upon your re-employment if you are re-employed in an eligible class of employees. If you were at least partially vested when you terminated employment, or if you were not vested but your Break in Service was less than five consecutive years, you will not lose credit for any Years of Service earned before you left employment.
APPENDIX B
Participants
Who are Represented in Collective Bargaining by AFSCME and are Employed at Oakwood Hospital and Medical Center - Dearborn

B. PARTICIPATION IN THE PLAN

2. How do I become eligible to receive an employer matching contribution?

To be eligible to receive any employer matching contribution:

(a) you must be a participant in the Plan; and

(b) you must make salary reductions contributions from pay as a regular full-time or regular part-time employee.

C. CONTRIBUTIONS TO THE PLAN

1. What happens to my contributions once they are made to the Plan?

Your employer withholds from your pre-tax pay, through salary reduction, the amount you elect to defer (“elective deferrals” or “salary reduction contributions”), and contributes it directly to the Plan. All contributions made under the Plan either are applied toward the purchase of annuity contract(s) issued by ING Aetna or Lincoln National Life or are invested in mutual funds under a custodial account with VALIC.

All new participants who begin contributing to the Plan on or after March 1, 2004, and participants who recommence contributions on or after March 1, 2004, must invest their contributions with VALIC. Employees who were contributing to the Plan as of February 29, 2004 may continue investing their contributions with ING Aetna or Lincoln National Life, or they may elect both to move their current account balances or invest future contributions with VALIC.

Upon request, you may receive from the Plan Administrator or fund sponsor the latest available:

- Description of the annual operating expenses which reduce each investment option’s rate of return, and the total amount of those expenses as a percentage of average net assets of that option;

- Copy of prospectuses, financial statements and reports, to the extent that information is provided to the Plan;

- List of the assets in the portfolio of each investment option, the value of each asset, and for each asset which is a fixed rate investment contract issued by a bank, savings and loan association, or insurance company, the name of the issuer of the contract, the contract’s term and rate of return;
- Value of shares or units in each investment option, as well as past and current investment performance of each investment option, determined net of expenses, on a reasonable and consistent basis; and

- Value of shares or units of each investment option in your account.

Because the Plan allows you to direct the investment of your account, the Company and the fund sponsor may be relieved of liability for any losses which are the direct and necessary result of your individual investment instructions. A plan such as this is referred to as a “404(c) plan” where “404(c)” refers to the section of the Employee Retirement Income Security Act of 1974 (“ERISA”) which specifies the requirements a plan must satisfy in order for the Company and the fund sponsor to be relieved of liability for the consequences of your investment decisions. Regulations explaining Section 404(c) are found in Title 29 of the Code of Federal Regulations, Section 2550.404c-1.

Salary reduction contributions you make to the Plan, and investment earnings on those contributions, always are 100% vested.

2. **How much of my pay may I defer in a year?**

   As of January 1, 2010, you may elect to defer any whole dollar amount or percentage of your pre-tax pay up to $16,500, but not less than $200. For these purposes, your pay is your wages, salary, bonuses, military differential pay, if any, Combined Time Off (“CTO”) and other payments made to you for a Plan Year as reportable on your W-2 form, plus amounts not reportable on your W-2 form because they are applied to purchase benefits under the Company-sponsored cafeteria plan or contributed to this Plan or to any other deferred compensation plan of your employer in which you participate. Your pay does not include severance pay, sick and accident pay received through a third party, taxable fringe benefits, or the value of non-cash forms of payment. Generally, you may make salary reduction contributions only from pay that is paid before your severance from employment. There is an exception for certain payments of regular pay or cashed-out vacation or sick pay, made within 2½ months of your severance date or by the end of the Plan Year during which you terminate employment, if later.

   The amount that you elect to defer into the Plan will not be paid to you as current income. Therefore, it will not be subject to current federal or, under most state laws, state income tax. However, the deferred amount will be subject to current Social Security taxes until your non-deferred pay exceeds the Social Security Wage Base. For 2010, the Social Security Wage Base is $106,800. If, during any calendar year, your non-deferred pay never exceeds the Social Security Wage Base, all of your deferrals made during that calendar year will be subject to Social Security withholding.

   The amount that you defer into the Plan (and any investment gains on your deferrals) generally will not be taxed to you until withdrawn.

4. **Are there employer matching contributions?**

   The Company will make a matching contribution on your behalf equal to the lesser of:

   - 50% of your salary reduction contributions or
• 1% of your pay,

provided the matching contribution relates to salary reduction contributions you make while you are:

• a regular full-time or regular part-time employee and not a contingent employee,
• represented in collective bargaining by AFSCME, and
• employed at Oakwood Hospital and Medical Center – Dearborn.

Matching contributions are based only on pay that is earned during a pay period beginning after April 1, 2010 and after you start making salary reduction contributions. For this purpose, “pay” includes regular wages (before salary reduction contributions), differential pay, if any, while in the military, lump sum salary adjustments, combined time off (“CTO”), holiday pay, and overtime payments for hours which, when added to your straight-time hours for the payroll period, do not exceed 80. “Pay” does not include overtime (except as specified in the preceding sentence), bonuses, shift differential, premium or severance pay, CTO payoffs, third-party administered sick and accident pay, matching contributions to the Plan, or taxable or non-taxable fringe benefits.

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If you are not credited with at least one Hour of Service after December 31, 2001, your benefits attributable to employer matching contributions will be 100% vested after you have completed five Years of Service.

You are 100% vested in your matching contribution account, regardless of your Years of Service, when you reach your Normal Retirement Age, if you are an employee of the Company or an affiliate on that date. Your Normal Retirement Age is your age on the date when you have both reached age 65 and either have completed five Years of Service or reached the fifth anniversary of your Plan entry date.

If you leave employment with the Company and affiliated employers for reasons other than retirement or death, you will forfeit the nonvested portion of your matching contributions, if
any. The forfeiture generally will occur when you take a distribution of your vested account balance, or as of the last day of the Plan Year in which you incur five consecutive one-year Breaks in Service, whichever is earlier. When the nonvested portion of your account is forfeited, it is used by your employer to reduce future matching contributions or to pay Plan administrative expenses.

If you leave employment before you are 100% vested in your matching contributions, receive a distribution of the full portion of your matching contributions that are vested, forfeit the portion of your matching contributions that are not vested and return to employment covered by the Plan prior to incurring five consecutive one-year Breaks in Service, you may elect to repay the full amount distributed to you, and the forfeited amount will be returned to your account. To restore a forfeiture, you must make the repayment prior to the earlier of (a) five years after the date when your employment resumes, or (b) the last day of the Plan Year in which you incur the fifth consecutive one-year Break in Service after receiving the distribution.

Your vested right does not insure you against changes in value of the contributions made to your account under the Plan, because your account is subject to investment gains and losses. If the investments of your account lose money, your ultimate distribution from the Plan could be less than the amount that you and your employer contributed to the Plan.

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APPENDIX B

Participants Who are Employees of Oakwood Health Promotions, Inc. at Oakwood Rehabilitation and Skilled Nursing Center – Dearborn
or
Oakwood Common

B. PARTICIPATION IN THE PLAN

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(b) you must make salary reduction contributions from pay as a regular full-time or regular part-time employee;

(c) you must have reached the one-year anniversary of your date of hire; and

(d) you must be an employee on the last day of the Plan Year.

C. CONTRIBUTIONS TO THE PLAN

1. What happens to my contributions once they are made to the Plan?

Your employer withholds from your pre-tax pay, through salary reduction, the amount you elect to defer (“elective deferrals” or “salary reduction contributions”), and contributes it directly to the Plan. All contributions made under the Plan either are applied toward the purchase of annuity contract(s) issued by Lincoln National Life or are invested in mutual funds under a custodial account with VALIC.

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2. **How much of my pay may I defer in a year?**

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The amount that you defer into the Plan (and any investment gains on your deferrals) generally will not be taxed to you until withdrawn.

4. **Are there employer matching contributions?**

The Company and any affiliated employers listed at the back of this booklet may make matching contributions on your behalf if you are an eligible participant who makes salary reduction contributions during a Plan Year. Matching contributions are based only on pay that you earn after you start making salary reduction contributions and after the first anniversary of your date of hire and only while you are a regular full-time or regular part-time employee and not a contingent employee. For this purpose, “pay” includes regular wages (before your salary reduction contributions to this Plan and your pre-tax contributions to the cafeteria plan or 457(b) plan), differential pay, if any, while in the military, lump sum salary adjustments, bonuses, paid time off (“PTO”), holiday pay, overtime payments for hours which, when added to your straight-time hours for the payroll period, do not exceed 80, premium pay and shift differential. “Pay” does not include overtime (except as specified in the preceding sentence) severance pay, PTO payoffs, third-party administered sick and accident pay, matching contributions to the Plan, post-severance payments of regular wages, or taxable or non-taxable fringe benefits.

The amount of the matching contribution is determined annually by the Board of Directors.

**D. PAYMENT OF BENEFITS AND RIGHTS TO YOUR ACCOUNT**

1. **In general, what are my rights to my benefits?**

Your vested right in your account is based on your Years of Service. You have a 100% vested right to benefits attributable to your salary reduction employee contributions, and to rollover contributions, at all times. If you were hired by the Company, including certain related employers such as Oakwood Healthcare, Inc., before August 1, 1992, you are 100% vested in your matching contribution account.

If you were hired by Oakwood Health Promotions, Inc. or certain related employers such as Oakwood Healthcare, Inc. on or after August 1, 1992, your benefits attributable to employer matching contributions will be 100% vested after you have completed three Years of Service.

You are 100% vested in your matching contribution account, regardless of your Years of Service, when you reach your Normal Retirement Age, if you are an employee of the Company or an affiliate on that date. Your Normal Retirement Age is your age on the date when you have both reached age 65 and either completed three Years of Service or reached the fifth anniversary of your Plan entry date.

If you leave employment with Oakwood Health Promotions, Inc. and affiliated employers for reasons other than retirement or death, you will forfeit the nonvested portion of your matching contributions, if any. The forfeiture generally will occur when you take a distribution of your vested account balance, or as of the last day of the Plan Year in which you incur five consecutive one-year Breaks in Service, whichever is earlier. When the nonvested portion of your account is forfeited, it is used by your employer to reduce future matching contributions or to pay Plan administrative expenses.
Your vested right does not insure you against changes in value of the contributions made to your account under the Plan, because your account is subject to investment gains and losses. If the investments of your account lose money, your ultimate distribution from the Plan could be less than the amount that you and your employer contributed to the Plan.

2. **What is a Year of Service and a Break in Service?**

To complete one Year of Service, you must be credited with 1,000 or more Hours of Service during any Plan Year.

You receive one Hour of Service for each hour that you are paid or entitled to payment for your work for the Company or an affiliated employer. However, Hours of Service also can include up to 501 hours for which you are paid or entitled to payment for a period during which you perform no work, such as during a paid vacation, holiday, illness, layoff, jury duty, or authorized leave of absence. You also may receive Hours of Service credit for hours for which back pay is either awarded to you or agreed to be given to you by the Company or a member of its controlled group. You will be credited with up to 501 Hours of Service for maternity/paternity leave, and for leave under the Family and Medical Leave Act if you return to work for the Company or a member of its controlled group at the expiration of your FMLA leave. If no record of your hours is kept, you automatically are credited with 45 Hours of Service for each week that you work.

A Break in Service is a Plan Year in which you are credited with fewer than 501 Hours of Service because you have terminated employment. If you leave employment and return to work with the Company, or any affiliated employer listed at the back of this booklet, you will be able to participate in the Plan again immediately upon your re-employment if you are re-employed in an eligible class of employees. If you were at least partially vested when you terminated employment, or if you were not vested but your Break in Service was less than five consecutive years, you will not lose credit for any Years of Service earned before you left employment.