As filed with the Securities and Exchange Commission on July 20, 2006
File No. 001-13498

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
to
Form 10

GENERAL FORM FOR REGISTRATION OF SECURITIES PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

Assisted Living Concepts, Inc.
(Exact name of registrant as specified in its charter)

Nevada *(State or Other Jurisdiction of Incorporation or Organization)*	**93-1148702** *(I.R.S. Employer Identification Number)*
111 West Michigan Street **Milwaukee, Wisconsin** *(Address of Principal Executive Offices)*	**53203** *(Zip Code)*

Registrant's telephone number, including area code:
(414) 908-8800

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class to be so Registered	Name of Each Exchange on Which Each Class is to be Registered
Class A Common Stock, $0.01 par value per share	New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:
None

Assisted Living Concepts, Inc.

Cross-Reference Sheet Between the Information Statement and Items of Form 10

Information Included in the Information Statement and Incorporated by Reference into the Registration Statement on Form 10

Our Information Statement may be found as Exhibit 99.1 to this Form 10. For your convenience, we have provided below a cross-reference sheet identifying where the items required by Form 10 can be found in the Information Statement.

Item No.	Caption	Location in Information Statement
1.	Business	"Summary;" "Risk Factors;" and "Business"
1A.	Risk Factors	"Risk Factors"
2.	Financial Information	"Summary — Summary Combined Financial and Other Data;" "Capitalization;" "Selected Combined Financial Data;" "Unaudited Pro Forma Condensed Combined Financial Statements;" and "Management's Discussion and Analysis of Financial Condition and Results of Operations"
3.	Properties	"Business — Properties and Facilities"
4.	Security Ownership of Certain Beneficial Owners and Management	"Security Ownership of Certain Beneficial Owners and Management"
5.	Directors and Executive Officers	"Management"
6.	Executive Compensation	"Management"
7.	Certain Relationships and Related Transactions	"Our Separation from and Relationship with Extendicare After the Exchange"
8.	Legal Proceedings	"Business — Legal Proceedings"
9.	Market Price of and Dividends on the Registrant's Common Equity and Related Shareholder Matters	"Summary;" "Risk Factors;" "The Exchange;" "Capitalization;" "Dividend Policy;" and "Description of Our Capital Stock"
10.	Recent Sale of Unregistered Securities	None
11.	Description of Registrant's Securities to be Registered	"Description of Our Capital Stock"
12.	Indemnification of Directors and Officers	"Description of Our Capital Stock"
13.	Financial Statements and Supplementary Data	"Summary — Summary Combined Financial and Other Data;" "Selected Combined Financial Data;" "Unaudited Pro Forma Condensed Combined Financial Statements;" "Management's Discussion and Analysis of Financial Condition and Results of Operations;" and "Index to Financial Statements"
14.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	None
15.	Financial Statements and Exhibits	"Index to Financial Statements;" and "Unaudited Pro Forma Condensed Combined Financial Statements"

(a) List of Financial Statements and Schedule.

The following financial statements are included in the Information Statement and filed as part of this Registration Statement on Form 10:

- Combined Financial Statements of Assisted Living Concepts, Inc. (a combination of the assisted living businesses in the United States owned by Extendicare Inc.) ("ALC" or the "Company") as of December 31, 2005 and 2004 and for the three-year period ended December 31, 2005, including Report of Independent Registered Public Accounting Firm.
- Consolidated Financial Statements of Assisted Living Concepts, Inc. and subsidiaries ("Historic ALC") as of December 31, 2004 and 2003 and for the three-year period ended December 31, 2005, including Report of Independent Registered Public Accounting Firm.
- Unaudited Pro Forma Condensed Combined Financial Statements of Assisted Living Concepts, Inc.

Other than Schedule 12-09, which is set forth at the end of the Information Statement, schedules have been omitted because the information required to be set forth therein is not applicable or the information is otherwise included in the Financial Statements or notes thereto.

(b) Exhibits. The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1	Form of Arrangement Agreement between Extendicare Real Estate Investment Trust, Extendicare Inc., Assisted Living Concepts, Inc. and the other parties thereto.*
2.2	Form of Separation Agreement between Assisted Living Concepts, Inc. and Extendicare Real Estate Investment Trust.
3.1	Form of Amended and Restated Articles of Incorporation of Assisted Living Concepts, Inc.
3.2	Form of Amended and Restated Bylaws of Assisted Living Concepts, Inc.
4.1	Specimen Class A common stock certificate of Assisted Living Concepts, Inc.*
10.1	Form of Separation Agreement between Assisted Living Concepts, Inc. and Extendicare Real Estate Investment Trust (filed under Exhibit No. 2.2 to this Form 10).
10.2	Form of Tax Allocation Agreement between Extendicare Inc. and Assisted Living Concepts, Inc.
10.3	Form of Agreement for Payroll and Benefits Services between Assisted Living Concepts, Inc. and Extendicare Health Services, Inc.
10.4	Form of Agreement for Reimbursement Services between Assisted Living Concepts, Inc. and Extendicare Health Services, Inc.
10.5	Form of Technology Services Agreement between Assisted Living Concepts, Inc. and Virtual Care Provider, Inc.
10.6	Form of Statement of Work related to Technology Services Agreement between Assisted Living Concepts, Inc. and Virtual Care Provider, Inc.
10.7	Form of 2006 Omnibus Incentive Compensation Plan.
10.8	Employment Agreement with Laurie A. Bebo.
10.9	Employment Agreement with Terry Usher.
10.10	Employment Agreement with Walter A. Levonowich.
10.11	Employment Agreement with Rae Schweer.
10.12	Form of Purchase and Sale Agreement pertaining to EHSI assisted living facilities.
10.13	Master Lease Agreement (I) between LTC Properties, Inc. and Texas-LTC Limited Partnership, as Lessor, and Assisted Living Concepts, Inc. and Extendicare Health Services, Inc., as Lessee, dated January 31, 2005.**
10.14	Master Lease Agreement (II) between LTC Properties, Inc., as Lessor, and Assisted Living Concepts, Inc., Carriage House Assisted Living, Inc. and Extendicare Health Services, Inc., as Lessee, dated January 31, 2005.**
21.1	Subsidiaries of Assisted Living Concepts, Inc.**
99.1	Information Statement of Assisted Living Concepts, Inc., subject to completion, dated July 20, 2006.

* To be filed in a future amendment to this Form 10.

** Previously filed

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Assisted Living Concepts, Inc.

By: /s/ Laurie A. Bebo

Laurie A. Bebo
President and Chief Operating Officer

Dated: July 20, 2006

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EXHIBIT 2.2

SEPARATION AGREEMENT

Dated as of , 2006

Between

EXTENDICARE REAL ESTATE INVESTMENT TRUST

and

ASSISTED LIVING CONCEPTS, INC.

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Schedules and Exhibits

SEPARATION AGREEMENT dated as of , 2006 (this "Separation Agreement"), between EXTENDICARE REAL ESTATE INVESTMENT TRUST, an unincorporated open-ended real estate trust established under the laws of Ontario ("Extendicare"), and Assisted Living Concepts, Inc., a corporation organized under the laws of Nevada ("ALC") and, prior to the Separation (as defined herein), a wholly owned subsidiary of Extendicare.

WHEREAS Extendicare, ALC and the other parties thereto have entered into an Arrangement Agreement, dated as of July , 2006 (the "Arrangement Agreement"), providing for the Arrangement (as defined in the Arrangement Agreement);

WHEREAS, pursuant to the Arrangement Agreement, it is a condition to the completion of the Arrangement that Extendicare and ALC shall enter into this Separation Agreement and effect the Separation;

WHEREAS the respective Boards of Directors of Extendicare and ALC have approved this Separation Agreement, pursuant to which the Separation will be consummated;

WHEREAS the purpose of the Separation is to complete the separation of the Assets and Liabilities of ALC and its subsidiaries from the Assets and Liabilities of Extendicare; and

WHEREAS the parties to this Separation Agreement have determined that it is necessary and desirable to set forth certain agreements that will govern certain matters that may arise following the Separation.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Definitions. Unless otherwise noted, terms used but not defined in this Separation Agreement shall have the meanings set forth in the Arrangement Agreement. In addition, the following terms shall have the following meanings:

"Action" shall have the meaning set forth in Section 4.09(c).

"Affiliate" of any Person shall mean any other Person that controls, is controlled by, or is under common control with such Person. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise, and the terms “controlling” and “controlled” have meanings that correlate to the foregoing.

“ALC” shall have the meaning set forth in the Preamble.

“ALC Assets” shall mean all Assets primarily used, held for use or intended to be used in the operation or conduct of the ALC Business as of the Effective Time, including the Assets described as being Assets of ALC (and excluding the Assets described as not being Assets of ALC) on a pro forma basis in the financial statements included in the ALC Information Statement.

“ALC Business” shall mean the business of ALC described in the ALC Information Statement.

“ALC Companies” shall mean ALC and its subsidiaries (determined after giving effect to the ALC Reorganization).

“ALC Distribution” shall have the meaning set forth in the Arrangement Agreement.

“ALC Indemnitees” shall mean the ALC Companies and their Affiliates, including any of their direct or indirect subsidiaries, each of their respective Representatives and each of the heirs, executors, successors and assigns of any of the foregoing.

“ALC Information” shall mean all information and documentation primarily related to the ALC Companies of a confidential nature, including the ALC Records and any and all information, technical data or know-how, whether written or oral (including that which relates to products, services, suppliers, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances or individuals in the employment) of the ALC Companies or any of their Affiliates; provided, however, that the term “ALC Information” does not include information that

(a) is in the public domain or becomes generally available to the public through no wrongful act of a member of the Extendicare Group or any of their Representatives after the Separation; or

(b) is or becomes available to any member of the Extendicare Group or any of their Representatives after the Separation on a non-confidential basis from a source other than an ALC Company or their Representatives, provided that such source is not known by any member of the Extendicare Group or their Representatives to be subject to a confidentiality agreement with an ALC Company.

"ALC Information Statement" shall mean the Information Statement of ALC filed with the SEC on Form 10, a copy of which is attached hereto as Schedule 1.01(a).

"ALC Names" shall mean the "Assisted Living Concepts" name and all other names, imprints, trademarks, trade names, trade name rights, trade dress, logos, domain names, service marks, service mark rights and service names of Extendicare and its applicable subsidiaries, whether or not registered, that include, or are derivatives of, or are confusingly similar to the "Assisted Living Concepts" name, including all common law rights and all goodwill associated therewith.

"ALC Records" shall mean any of the following, unless such item is, or cannot be separated from, an Extendicare Record:

(a) the minute books of ALC;

(b) the financial and accounting records of ALC;

(c) all filings made by ALC (i) with the SEC and all correspondence with such entities related thereto and (ii) with the NYSE and all correspondence with such entities related thereto;

(d) all filings and other documentation related to the ALC Names;

(e) the litigation files of the Extendicare Group and the ALC Companies related to any litigation listed on Schedule 1.01(b) or which otherwise primarily relates to an Assumed Liability (copies of which records shall be retained by the Extendicare Group to the extent required by applicable Law);

(f) all documentation primarily related to the ALC Assets;

(g) all documentation primarily related to the Assumed Liabilities;

(h) all documentation primarily related to the 2006 Omnibus Incentive Compensation Plan of ALC and any other incentive compensation or health and welfare plan of ALC; and

(i) Tax Returns and related workpapers to the extent they relate to separate Tax Returns or the separate Tax Liability of the ALC Companies (including, for the avoidance of doubt, any ALC Separate Returns (within the meaning of the Tax Allocation Agreement) and copies of the portions of any other Tax Returns that relate to any of the ALC Companies or their predecessors).

"ALC Separate Returns" shall have the meaning set forth in the Tax Allocation Agreement.

"ALC Successor Company" shall have the meaning set forth in Section 4.07(a).

“Arrangement” shall have the meaning set forth in the Arrangement Agreement.

“Arrangement Agreement” shall have the meaning set forth in the Recitals.

“Assets” shall mean any and all of the business, assets, properties, interests and rights of whatever kind and nature, whether tangible or intangible, whether real, personal or mixed, whether fixed, contingent or otherwise, and wherever located, including the following:

(a) real property interests (including leases, subleases and licenses), land, plants, buildings, improvements and fixtures thereon and all other easements, rights, privileges and appurtenances thereto;

(b) machinery, equipment, tooling, vehicles, furniture and fixtures, leasehold improvements, repair parts, tools, plant, laboratory and office equipment and other tangible personal property, together with any rights or claims arising out of the breach of any express or implied warranty by the manufacturers or sellers of any of such assets or any component part thereof;

(c) inventories, including raw materials, work-in-process, finished goods, parts, accessories and supplies (including items in transit, on consignment or in the possession of any third party);

(d) cash, bank accounts, notes, loans and accounts receivable (whether current or not current), interests as beneficiary under letters of credit, advances and performance and surety bonds;

(e) certificates of deposit, banker’s acceptances, shares of stock (including capital stock of subsidiaries), bonds, debentures, evidences of indebtedness, certificates of interest or participation in profit-sharing agreements, collateral-trust certificates, reorganization certificates or subscriptions, transferable shares, investment contracts, voting trust certificates, puts, calls, straddles, options, swaps, collars, caps and other securities or hedging arrangements of any kind;

(f) financial, accounting, operating and other data and records, including books, minute books, records, notes, sales and sales promotional data, advertising materials, credit information, cost and pricing information, customer and supplier lists, reference catalogs, payroll and personnel records, minute books, stock ledgers, stock transfer records and other similar property, rights and information;

(g) patents (including all reissues, divisions, continuations, continuations in part and extensions thereof), patent applications (including renewal applications), patent rights, patent improvements and related technology, patent improvement rights, trademarks, trademark applications, registrations and other rights, trade names and trade dress, domain names, trade name rights and other indications of origin, service marks, service mark rights, service names, copyrights and copyright applications and registrations, commercial and technical information (including engineering, production and other designs, drawings, notebooks and other recording methods, specifications, formulae and technology), computer and electronic data processing programs and software, inventions, processes, trade secrets, know-how, confidential information and other proprietary property, rights and interests;

(h) Contracts, sale orders, purchase orders, open bids and other commitments and all other legally binding arrangements, whether written or oral, and all rights and interests therein (including rights to earned or accrued but unpaid amounts);

(i) credits, prepaid expenses, deposits and receipts held by third parties;

(j) claims, causes of action, choses in action, rights under insurance policies, rights under express or implied warranties, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind arising from the ownership of any Asset;

(k) Permits;

(l) all rights in and to products sold or leased (including products returned after the Separation and rights of rescission, repletion and reclamation); and

(m) goodwill and going concern value.

"Assumed Liabilities" shall mean, without duplication, (a) all Liabilities primarily related to, arising out of or resulting from the operation or conduct of the ALC Business, including any Liabilities to the extent relating to, arising out of or resulting from the use or ownership of any ALC Asset, (b) all Liabilities described as being Liabilities of ALC on a pro forma basis in the balance sheets of ALC included in the ALC Information Statement, (c) all Liabilities relating to any Actions, suits, claims and proceedings listed (1) on Schedule 1.01 (b) or (2) otherwise primarily related to, arising out of or resulting from the operation or conduct of the ALC Business, (d) all Liabilities of the Extendicare Group under any agreement between a member of the Extendicare Group and any of the directors or director nominees of any ALC Company entered prior to the Effective Time that indemnifies such directors or director nominees for actions taken in their capacity as directors or director nominees of any ALC Company, and (e) any debt or other Liability that is expressly assumed by any ALC Company, in each case whether arising before, on or after the Effective Time; provided, that Assumed Liabilities do not include (i) any Liability related to any EHSI Assisted Living Facility to the extent they arise out of or result from the operation of such EHSI Assisted Living Facility prior to its transfer from EHSI or a subsidiary thereof to an ALC Company and (ii) any Liabilities for Taxes (which are addressed in the Tax Allocation Agreement).

"Business Day" shall mean any day other than a Saturday, Sunday and any day on which banks in the United States or Canada or the federal or national courts in the United States or Canada are permitted or required by applicable Law to close.

"Contract" shall mean a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which a party hereto, or any Subsidiaries of such a party, is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not.

"Divided Facility Leases" shall mean those Leases, dated as of , 2006, between the Extendicare Group entities party thereto and ALC Operating, LLC, which Leases shall be in effect after the Separation as a result of the subject property named therein not being transferred prior to the Separation.

"Divided Facility Purchase Agreements" shall mean those Purchase and Sale Agreements, dated as of , 2006, between the transferor party thereto, ALC Real Estate, LLC, ALC and EHSI, which agreements shall be in effect after the Separation as a result of the subject property named therein not being transferred prior to the Separation.

"EHSI" shall mean Extendicare Health Services, Inc., a Delaware corporation.

"EHSI Assisted Living Facilities" shall mean the properties listed on Schedule 1.01(c).

"Excluded Assets" shall mean all Assets of the Extendicare Group other than the ALC Assets and all of the Assets set forth on Schedule 1.01(d).

"Excluded Liabilities" shall mean any Liability of the Extendicare Group other than the Assumed Liabilities.

"Extendicare" shall have the meaning set forth in the Preamble.

"Extendicare Group" shall mean Extendicare and its subsidiaries (determined after giving effect to the ALC Reorganization and the Arrangement).

"Extendicare Indemnitees" shall mean each member of the Extendicare Group and their Affiliates, including each of their respective Representatives and each of the heirs, executors, successors and assigns of any of the foregoing, other than any Person that constitutes an ALC Indemnitee.

"Extendicare Information" shall mean all information and documentation primarily related to a member of the Extendicare Group of a confidential nature, including the Extendicare Records and any and all information, technical data or know-how, whether written or oral (including that which relates to products, services, suppliers, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances or individuals in the employment) of the Extendicare

Group or any of their Affiliates (other than the ALC Information); provided, however, that the term “Extendicare Information” does not include information that:

(a) is in the public domain or becomes generally available to the public through no wrongful act of an ALC Company or any of their Representatives after the Separation; or

(b) is or becomes available to an ALC Company or any of their Representatives after the Separation on a non-confidential basis from a source other than a member of the Extendicare Group or any of their Representatives, provided that such source is not known by an ALC Company or their Representatives to be subject to a confidentiality agreement with any member of the Extendicare Group.

“Extendicare Names” shall mean the Extendicare name and any of its subsidiaries’ names and all other names, imprints, trademarks, trade name rights, trade dress, logos, domain names, service marks, service mark rights and service names of the Extendicare Group, whether or not registered, that include, or are derivatives of, or are confusingly similar to the “Extendicare” name or the names of any member of the Extendicare Group, including all common law rights and all goodwill associated therewith, other than the ALC Names.

“Extendicare Records” shall mean all Records of the Extendicare Group, other than the ALC Records, including:

(a) the minute books of the members of the Extendicare Group;

(b) the financial and accounting records of the members of the Extendicare Group;

(c) all filings made by any member of the Extendicare Group (i) with the Canadian Securities Administrators and the SEC and all correspondence with such entities related thereto and (ii) with the NYSE and TSX and all correspondence with such entities related thereto;

(d) all filings and other documentation related to the Extendicare Names;

(e) the litigation files of the Extendicare Group and the ALC Companies related to any litigation other than the litigation listed on Schedule 1.01(b) or which otherwise primarily relates to an Assumed Liability (copies of which records shall be retained by Extendicare to the extent required by applicable Law);

(f) all documentation related to any Assets other than ALC Assets;

(g) all documentation related to any Liabilities other than Assumed Liabilities;

(h) all documentation related to the stock plans listed on Schedule 1.01(e); and

(i) Tax Returns and related workpapers excluding any items described in clause (i) of the definition of ALC Records.

"Extendicare Successor Company" shall have the meaning set forth in Section 4.07(b).

"Filings" shall mean the ALC Registration Statement and any other document filed or required to be filed with the SEC by Extendicare or ALC in connection with the Separation, or any preliminary or final form thereof or any amendment or supplement thereto.

"Final Determination" shall have the meaning set forth in the Tax Allocation Agreement.

"Governmental Entity" means (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board or authority of the foregoing or (c) any quasi-governmental body exercising any regulatory, expropriation or taxing authority under for the account of any of the foregoing.

"ICC" shall have the meaning set forth in Section 7.11.

"Indemnifiable Losses" shall mean, subject to Section 5.04 and Section 5.06, all losses, Liabilities, damages, deficiencies, fines, expenses, Actions, demands, judgments or settlements, whether or not resulting from Third Party Claims, including interest and penalties recovered by a third party with respect thereto and out-of-pocket expenses and reasonable attorneys' and accountants' fees and expenses incurred in the investigation or defense of any of the same or in asserting, preserving or enforcing any of an Indemnitee's rights hereunder, suffered or incurred by an Indemnitee.

"Indemnifying Party" shall have the meaning set forth in Section 5.03(a).

"Indemnitee" shall mean any of the Extendicare Indemnitees or the ALC Indemnitees, as the case may be, who or which may seek indemnification under this Separation Agreement.

"Intercompany Arrangements" shall have the meaning set forth in Section 3.04.

"Law" shall mean all laws (including common law), statutes, rules, regulations, codes, orders, ordinances, judgments, writs, decrees, awards or other requirements and the guidelines, policies, notices or directions of a Governmental Entity or the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self regulatory authority.

"Liabilities" shall mean any and all charges, debts, demands, damages, liabilities, indemnities, commitments and obligations, whether fixed, contingent or absolute, contractual or non-contractual, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising and whether or not the same would be required by generally accepted accounting policies to be reflected in financial statements or disclosed in the notes thereto.

"Payroll and Benefit Services Agreement" shall mean the agreement for payroll and benefit services, dated the date hereof, between EHSI and ALC, the form of which is attached hereto as Exhibit II.

"Permits" of a person shall mean such person's approvals, certificates, consents, licenses, orders, grants, filings, franchises, licenses, notices, permits or other authorizations of or from all Governmental Entities.

"Potential Contributor" shall have the meaning set forth in Section 5.04.

"Records" shall mean the ALC Records and Extendicare Records.

"Reimbursement Agreement" shall mean the agreement for reimbursement services, dated the date hereof, between EHSI and ALC, the form of which is attached hereto as Exhibit V.

"Representative" of any Person shall mean an officer, director or employee of such Person or any investment banker, attorney or other advisor or representative of such Person.

"Request" shall have the meaning set forth in Section 4.09(c).

"Rules" shall have the meaning set forth in Section 7.11.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Separation" shall have the meaning set forth in Section 3.01.

"Separation Agreement" shall have the meaning set forth in the Preamble.

"Tax" or "Taxes" shall have the meaning set forth in the Tax Allocation Agreement.

"Tax Allocation Agreement" shall mean the Tax Allocation Agreement, dated the date hereof, among Extendicare Inc., Extendicare Holdings, Inc. and ALC, the form of which is attached hereto as Exhibit I.

“Tax Returns” shall have the meaning set forth in the Tax Allocation Agreement.

“Technology Services Agreement” shall mean the master technology service agreement, dated the date hereof, between Virtual Care Provider, Inc. and ALC and the related Statement of Works, the form of which is attached hereto as Exhibit VI.

“Third Party Claim” shall have the meaning set forth in Section 5.03(a).

“Transaction Agreements” shall mean the Tax Allocation Agreement, the Technology Services Agreement, the Payroll and Benefit Services Agreement, the Reimbursement Agreement, the Divided Facility Purchase Agreements, the Divided Facility Leases, and any deeds, bills of sale, stock powers, certificates of title, assignments and other instruments of sale, contribution, conveyance, assignment, transfer and delivery required to consummate the Separation.

ARTICLE II

Tax Matters

Notwithstanding anything in this Separation Agreement to the contrary, Liabilities of the parties for Taxes are subject to the terms of the Tax Allocation Agreement. Except for Section 4.02, Section 4.10 and Section 5.04(d) of this Separation Agreement, the Tax Allocation Agreement shall be the exclusive agreement among the parties with respect to all Tax matters, including indemnification and any procedures in connection therewith.

ARTICLE III

Separation and Assumed Liabilities

Section 3.01. Separation. At any time prior to the Effective Time, to the extent such actions have not been taken prior to the date hereof, Extendicare Inc. and ALC shall take, or shall cause their subsidiaries to take, the actions described on Schedule 3.01 hereto. The transactions contemplated by Schedule 3.01, together with the ALC Distribution (as defined in the Arrangement Agreement), are referred to collectively as the “Separation”.

Section 3.02. Transfer and Assumption Documentation. In furtherance of the sale, contribution, conveyance, assignment, transfer and delivery of the ALC Assets and the assumption of the Assumed Liabilities, in each case, pursuant to Schedule 3.01, (a) the transferor shall execute and deliver, and cause its subsidiaries to execute and deliver, such deeds, bills of sale, stock powers, certificates of title, assignments of Contracts and other instruments of sale, contribution, conveyance, assignment, transfer and delivery necessary or appropriate to evidence such sale, contribution, conveyance, assignment, transfer and delivery and (b) the transferee shall execute and deliver such instruments of assumption as necessary or appropriate to evidence such assumption.

Section 3.03. Disclaimer. (a) Each of ALC and Extendicare (on behalf of itself and each of its subsidiaries) understands and agrees that, except as expressly set forth herein or in any Transaction Agreement, neither party makes any representation or warranty, express or implied, regarding the ALC Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities, including any warranty of merchantability or fitness for a particular use, or any representation or warranty regarding any consent or authorization from any Governmental Entity required in connection therewith or their transfer, regarding the value or freedom from encumbrances of, or any other matter concerning, any ALC Asset or Excluded Asset, or regarding the absence of any defense or right of setoff or freedom from counterclaim with respect to any claim, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any ALC Asset or Excluded Asset upon the execution, delivery and filing hereof or thereof.

(b) Except as may expressly be set forth herein or in any Transaction Agreement, all ALC Assets and Excluded Assets are being transferred on an “as is, where is” basis, at the own risk of the respective transferees without any warranty whatsoever on the part of the transferor, formal or implicit, legal, statutory or conventional and the respective transferees shall bear the economic and legal risks that (i) any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any encumbrance, and (ii) any necessary third party consent or consent of a Governmental Entity is not obtained or that any requirement of applicable Law is not met.

Section 3.04. Intercompany Arrangements. Except as set forth on Schedule 3.04, all Contracts, arrangements, commitments and undertakings (other than this Separation Agreement and the Transaction Agreements), whether oral or written, solely between any ALC Company or any operating unit of any ALC Company, on the one hand, and any member of the Extendicare Group or any operating unit thereof (other than any ALC Company or operating unit thereof), on the other hand, entered into prior to the Effective Time (“Intercompany Arrangements”) shall terminate upon the Effective Time. No such terminated Intercompany Arrangement (including any provisions thereof that purport to survive termination) shall be of any further force or effect after the Effective Time, and all amounts under such Intercompany Arrangements that are unbilled and have not been charged to the related Contract, arrangement, commitment or undertaking as of the Effective Time shall be settled upon the Effective Time and the parties shall be released from all future Liabilities thereunder. Except as set forth on Schedule 3.04, at or before the Effective Time, Extendicare shall cause all intercompany indebtedness (which shall include payables and receivables) between any ALC Company or any operating unit of any ALC Company, on the one hand, and any member of the Extendicare Group or any operating unit thereof (other than any ALC Company or operating unit thereof), on the other hand, including any indebtedness under the Intercompany Arrangements, to be settled.

ARTICLE IV

Other Agreements

Section 4.01. Use of Names. (a) Except as provided below, from and after the Effective Time, (i) ALC and its subsidiaries, solely and exclusively, shall have all rights in and use of the ALC Names and Extendicare shall take such actions as are reasonably necessary or appropriate to vest such rights in ALC or any of its subsidiaries and (ii) Extendicare and its subsidiaries, solely and exclusively, shall have all rights in and use of the Extendicare Names and ALC shall take such actions as are reasonably necessary or appropriate to vest such rights in Extendicare or any of its subsidiaries. As a result of and subject to Section 4.01(b), prior to the Effective Time, Extendicare shall take or cause to be taken all action necessary or appropriate to deliver to ALC, on or promptly following the Effective Time, any and all stationery, business cards, brochures, sales literature, promotional material and other documents, including invoices and purchase orders ("Materials") in its possession, bearing any ALC Name.

(b) Within 90 days after the Effective Date, (i) Extendicare and its subsidiaries shall (A) cease using the ALC Names and shall destroy, redact or relabel all (except for one copy solely for archival purposes) Materials in its possession bearing any ALC Name even if such Materials include any Extendicare Name, except for legal documents that cannot be altered, and (B) shall take or cause to be taken all actions necessary to change the name of any member of the Extendicare Group to eliminate the ALC Names and (ii) ALC and its subsidiaries (A) shall cease using the Extendicare Names and shall destroy, redact or relabel all (except for one copy solely for archival purposes) Materials in its possession bearing any Extendicare Name even if such Materials also include any ALC Name, except for legal documents that cannot be altered, and (B) shall take or cause to be taken all actions necessary to change the name of any of the ALC Companies to eliminate the Extendicare Names.

(c) Subject to the terms and conditions of this Separation Agreement, as of the Effective Time, each party hereby grants to the other party a 90-day non-exclusive, non-transferable, royalty-free, fully paid up license, with no right to sublicense, to use the ALC Names or Extendicare Names, respectively, in the United States, solely as consistent with past practice and in a reasonable transitional manner. Each party hereby indemnifies the other party for any third party claims that may arise under the above-mentioned 90-day period based on the licensed party's use of the ALC Names or Extendicare Names, as applicable. Neither party shall use the ALC Names or Extendicare Names, respectively, after such 90-day period, except to accurately describe the former ownership of the ALC Companies by Extendicare.

Section 4.02. Books and Records. (a) Prior to or as promptly as practicable after the Effective Time, ALC shall, and shall cause the other ALC Companies to, deliver to Extendicare any Extendicare Records in its or their possession and copies of any ALC Records relating to the Extendicare Group that Extendicare reasonably requests; provided, however that ALC shall be entitled to retain copies of such Extendicare Records (unless Extendicare determines in good faith, after consultation with outside counsel, that such retention of copies would reasonably be expected to result in the loss of any applicable claim to privilege, immunity, confidentiality or other similar protection) solely for archival purposes and such copies shall for all purposes constitute ALC Assets.

(b) Prior to or as promptly as practicable after the Effective Time, Extendicare shall, and shall cause the other members of the Extendicare Group to, deliver to ALC any ALC Records in its or their possession and copies of any Extendicare Records relating to ALC that ALC reasonably requests; provided, however that Extendicare shall be entitled to retain copies of such ALC Records (unless ALC determines in good faith, after consultation with outside counsel, that such retention of copies would reasonably be expected to result in the loss of any applicable claim to privilege, immunity, confidentiality or other similar protection) solely for archival purposes and such copies shall for all purposes constitute Excluded Assets.

Section 4.03. Further Assurances. (a) In the event that at any time or from time to time after the Effective Time, either Extendicare or ALC or any of their Affiliates become aware that a member of the Extendicare Group possesses any ALC Asset or remains obligated in respect of any Assumed Liability (and which should have been transferred to or assumed by ALC prior to the Effective Time), Extendicare shall promptly transfer, or cause to be transferred, such ALC Asset to ALC or an ALC Company or, in the case of an Assumed Liability, ALC shall promptly assume such Assumed Liability. Prior to any such transfer, Extendicare shall hold any such ALC Asset in trust for ALC.

(b) In the event that at any time or from time to time after the Effective Time either Extendicare or ALC or any of their Affiliates become aware that any ALC Company possesses any Excluded Asset or remains obligated in respect of any Excluded Liability (and which should have been transferred out of ALC or assumed by Extendicare prior to the Effective Time), ALC shall promptly transfer, or cause to be transferred, such Asset to Extendicare or its designated Affiliate or, in the case of an Excluded Liability, Extendicare or an Affiliate of Extendicare shall promptly assume such Excluded Liability. Prior to any such transfer, ALC shall hold such Asset in trust for Extendicare.

(c) Without limitation of the foregoing:

(i) If the transfer, assignment or assumption of any ALC Asset or any Assumed Liability intended to be transferred, assigned or assumed hereunder is not consummated prior to or at the Effective Time, whether as a result of the failure to obtain a Permit as contemplated by Section 4.06 or for any other reason, then the member of the Extendicare Group retaining such Asset or such Liability shall thereafter hold such Asset or such Liability for the use and benefit, including entering into subcontracting, sub-licensing, leasing, sub-leasing or other arrangements insofar as reasonably practicable and subject to applicable Law and to the fullest extent permitted under any applicable third party agreement, of ALC (at the expense of ALC). In addition, other than with respect to any EHSI Assisted Living Facility that has not been transferred at the Effective Time, the member of the Extendicare Group retaining such Asset or such Liability shall take such other actions in order to place ALC, insofar as reasonably practicable and subject to applicable Law and to the fullest extent permitted under any applicable third party agreement, in the same position as if such Asset or such Liability had been transferred or assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or such Liability, including possession, use, indemnification, risk of loss, potential for gain, and dominion, control and command over such Asset or Liability, are to inure, from and after the Effective Time, to ALC. With respect to any EHSI Assisted Living Facility that has not been transferred at the Effective Time, Extendicare and ALC or their respective subsidiaries shall enter into a purchase and sale agreement substantially in the form of Exhibit VII hereto. To the extent permitted by Law and to the extent otherwise permissible in light of any legal or contractual impediment or required Permit, ALC shall be entitled to, and shall be responsible for, the management and the benefits and burdens of any such Asset or any such Liability not yet transferred to or assumed by it and the parties agree to use their respective commercially reasonable efforts to cooperate and coordinate with respect thereto.

(ii) If and when the legal or contractual impediments and the Permits (the failure to remove or the absence of which caused the deferral of the transfer or assumption of any ALC Asset or Assumed Liability pursuant to this Section 4.03(c)) are removed or obtained, as the case may be, the transfer and assumption of the applicable ALC Asset or Assumed Liability shall be promptly effected in accordance with the terms of this Separation Agreement or the applicable Transaction Agreements, without the payment of additional consideration (except as otherwise contemplated by any Transaction Agreement).

(iii) Except as otherwise contemplated by any Transaction Agreement, the member of the Extendicare Group retaining an ALC Asset or Assumed Liability due to the deferral of the transfer or assumption of such ALC Asset or Assumed Liability pursuant to this Section 4.03(c) shall not be obligated to expend any money to obtain a Permit or removal of a legal impediment unless the necessary funds are advanced by ALC.

(d) This Section 4.03 is intended solely to address Assets and Liabilities that should have been properly transferred to or assumed by an ALC Company or a member of the Extendicare Group, as the case may be, prior to the Effective Time.

Section 4.04. Cooperation. The parties shall cooperate with each other in all reasonable respects to ensure (a) that the Separation and the assumption of the Assumed Liabilities are consummated in accordance with the terms hereof, including using commercially reasonable efforts to obtain all Permits and remove all legal impediments as required in connection with the Separation, (b) the retention by Extendicare of the Excluded Assets and (c) the transfer to ALC of all the ALC Assets. To the extent that any ALC Asset is also material to the business of the Extendicare Group or any Excluded Asset is also material to the ALC Business, the parties shall, at the Effective Time, (i) to the extent such Asset is owned by a member of the Extendicare Group or an ALC Company as applicable, enter into reasonable arrangements, including licensing or leasing, as shall enable the members of the Extendicare Group or the ALC Companies, as the case may be, to continue to use such Asset perpetually and on commercially reasonable terms, or (ii) for third party owned Assets, use commercially reasonable efforts to obtain a license or sublicense, lease or sublease, on substantially similar terms as the applicable member of the Extendicare Group or the applicable ALC Company currently licenses the third party Asset. The parties shall share any accompanying expenses pro rata based on their respective use of the Asset.

Section 4.05. Insurance. From the Effective Time until the expiration of the current terms of such policies in existence as of the Effective Time according to their terms, Extendicare shall use commercially reasonable efforts to maintain in effect the third party insurance policies maintained by the Extendicare Group immediately prior to the Effective Time for which premiums have been paid in full prior to the Effective Time and shall not take any action to surrender, terminate or otherwise limit the coverage thereof; provided, however, that in maintaining such policies, Extendicare shall not be required to make any expenditures or incur any Liabilities with respect to the maintenance of such policies (other than any expenditures in connection with administering or making claims under such policies, which expenditures shall be reimbursed by ALC). In the event that any ALC Asset suffers any damage, destruction or other casualty loss, Extendicare shall, to the extent covered by any such policy, surrender to ALC (a) all net insurance proceeds actually received with respect to such damage (after deducting the costs incurred in proceeding with any such recovery), destruction or casualty loss and (b) all rights of the Extendicare Group with respect to any causes of action in connection with such damage, destruction or casualty loss; provided, however that ALC shall be the party responsible for taking actions to cause such recovery to occur. Extendicare shall promptly pay to ALC all insurance proceeds relating to the ALC Business, the ALC Assets or the Assumed Liabilities received by the Extendicare Group under any third party insurance policy. Nothing in this Section 4.05 shall (i) reduce, limit or otherwise affect the right of a member of the Extendicare Group to seek or obtain insurance proceeds with respect to any damage, destruction or casualty loss to or of an Excluded Asset, nor shall anything in this Section 4.05 reduce, limit or otherwise affect any of the rights of ALC or any other ALC Indemnitee set forth in Article V or (ii) require Extendicare to obtain any additional insurance with respect to any ALC Asset. After the expiration of the current term of any such policy, Extendicare and each of its subsidiaries shall have no further obligation to maintain any insurance for any ALC Company or with respect to any ALC Asset.

Section 4.06. Agreement Not to Solicit Employees. (a) Each of the parties hereto understands that the other party shall be entitled to protect and preserve the going concern value of its respective business to the extent permitted by applicable Law and that neither party would have entered into this Separation Agreement or the other Transaction Agreements to which it is a party absent the provisions of this Section 4.06; provided, however, that this Section 4.06 shall not inure to the benefit of any person (or such person's Affiliates) other than Extendicare and ALC and their respective subsidiaries as of immediately prior to the date of such sale, conveyance, transfer, lease or acquisition (i) to whom either party sells, conveys, transfers or leases, in one transaction or a series of related transactions, directly or indirectly, all or substantially all of its assets or (ii) who acquires, in one transaction or a series of related transactions, directly or indirectly, more than a majority of the outstanding equity of ALC or Extendicare, as applicable, whether by stock purchase, merger, share exchange or otherwise.

(b) Extendicare agrees that for a period of two years following the Effective Date, it shall not, and shall not permit any member of the Extendicare Group to, directly or indirectly, solicit for employment or recruit any individual employed by any ALC Company or any of their respective divisions, or induce or attempt to induce any such individual to terminate or cease his or her relationship with the applicable ALC Company or any of their respective divisions. Extendicare further agrees that neither it nor any member of the Extendicare Group will enter into any employment, consulting, independent contractor or similar arrangement with any employee or former employee of any ALC Company or any of their respective divisions until one year after the effective date of termination of such employee's employment with the applicable ALC Company or any of their respective divisions, provided that such prohibition shall not apply to former employees whose employment has been terminated (i) by the employer (with or without cause) or (ii) by mutual agreement between the employee and employer. Notwithstanding the foregoing, it shall not constitute a breach of the foregoing sentence if Extendicare or a member of the Extendicare Group makes solicitations for employment by general advertisements in periodicals of broad distribution or other advertisement media of similar nature that are not specifically directed at employees of ALC and as a result of such solicitations, employs such person.

(c) ALC agrees that for a period of two years following the Effective Date, it shall not, and shall not permit any ALC Company to, directly or indirectly, solicit for employment or recruit any individual employed by any member of the Extendicare Group or any of their respective divisions, or induce or attempt to induce any such individual to terminate or cease his or her relationship with the applicable member of the Extendicare Group or any of their respective divisions. ALC further agrees that no ALC Company will enter into any employment, consulting, independent contractor or similar arrangement with any employee or former employee of any member of the Extendicare Group or any of their respective divisions until one year after the effective date of termination of such employee's employment with the applicable member of the Extendicare Group or any of their respective divisions, provided that such prohibition shall not apply to former employees whose employment has been terminated (i) by the employer (with or without cause) or (ii) by mutual agreement between the employee and employer. Notwithstanding the foregoing, it shall not constitute a breach of the foregoing sentence if any ALC Company makes solicitations for employment by general advertisements in periodicals of broad distribution or other advertisement media of similar nature that are not specifically directed at employees of the Extendicare Group and as a result of such solicitations, employs such person.

Section 4.07. Successors. (a) ALC shall not consolidate or amalgamate with or merge with or into, or sell, convey, transfer or lease, in one transaction or a series of related transactions, all or substantially all of its assets to, any person, unless the resulting, surviving or transferee person (the "ALC Successor Company") shall expressly assume in writing all the obligations of ALC under this Separation Agreement. Except as otherwise provided in Section 4.06(a), such ALC Successor Company shall be the successor to ALC and shall succeed to, and be substituted for, ALC under this Separation Agreement, but in the case of a sale, conveyance, transfer or lease of less than substantially all of its assets, ALC shall not be released from its obligations hereunder.

(b) Extendicare shall not consolidate or amalgamate with or merge with or into, or sell, convey, transfer or lease, in one transaction or a series of related transactions, all or substantially all of its assets to, any person, unless the resulting, surviving or transferee person (the "Extendicare Successor Company") shall expressly assume in writing all the obligations of Extendicare under this Separation Agreement. Except as otherwise provided in Section 4.06(a), such Extendicare Successor Company shall be the successor to Extendicare and shall succeed to, and be substituted for, Extendicare under this Separation Agreement, but in the case of a sale, conveyance, transfer or lease of less than substantially all of its assets, Extendicare shall not be released from its obligations hereunder.

Section 4.08. Retention of Records. Except as provided in Section 4.02 or in any of the Transaction Agreements, and except for any Records related to Taxes, if any Records are retained by a member of the Extendicare Group or an ALC Company pertaining to the other, Extendicare and ALC shall, and shall cause their respective subsidiaries to, use reasonable best efforts to retain all such Records in their possession or under their respective control until such Records are at least six years old (or for such longer period as may be required by applicable Law), except that if, prior to the expiration of such period, Extendicare or ALC or any of their respective subsidiaries wishes to destroy or dispose of any such Records that are at least three years old, then prior to destroying or disposing of any of such Records, (a) Extendicare or ALC, as applicable, shall provide no less than 60 days' prior written notice to the other person, specifying the Records proposed to be destroyed or disposed of, and (b) if, prior to the scheduled date of such destruction or disposal, the other person requests in writing that any of the Records proposed to be destroyed or disposed of be delivered to such other person, Extendicare or ALC, as applicable, promptly shall arrange for the delivery of the requested Records to a location specified by, and at the expense of, the requesting person.

Section 4.09. Confidentiality; Preservation of Privilege; Access. (a) Extendicare shall keep, and shall cause its Affiliates and Representatives to keep, the ALC Information strictly confidential and will disclose such ALC Information only to such of its Affiliates and Representatives who need to know such ALC Information and who agree to be bound by this Section 4.09 and agree not to disclose such ALC Information to any other person. Without the prior written consent of ALC, Extendicare shall not, and Extendicare shall cause each other receiving person and their respective Representatives not to, disclose the ALC Information to any person except as may be required by applicable Law or judicial process and in accordance with this Section 4.09. ALC shall keep, and shall cause its Affiliates and Representatives to keep, the Extendicare Information strictly confidential and will disclose such Extendicare Information only to such of its Affiliates and Representatives who need to know such Extendicare Information and who agree to be bound by this Section 4.09 and agree not to disclose such Extendicare Information to any other person. Without the prior written consent of Extendicare, ALC shall not, and ALC shall cause each other receiving person and their respective Representatives not to disclose the Extendicare Information to any person except as may be required by applicable Law or judicial process and in accordance with this Section 4.09.

(b) In the event that any receiving person or any of its Representatives receives a request or is required by applicable Law or judicial process to disclose to a court or other tribunal all or any part of the ALC Information, such receiving party shall, to the extent permitted by applicable Law, promptly notify (or shall cause its Representatives to notify) ALC of the request in writing, and consult with and assist ALC in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or ALC waives compliance with the requirement to seek a protective order or other remedy, such receiving party shall disclose (or shall cause its Representatives to disclose) only that portion of the ALC Information or facts which it determines in good faith, after consultation with outside counsel, is legally required to be disclosed, and will exercise its reasonable best efforts to assure that confidential treatment will be accorded such ALC Information or facts by the persons or entities receiving the same. ALC will be given an opportunity to review the ALC Information or facts prior to disclosure. In the event that any receiving person or any of its Representatives receives a request or is required by applicable Law or judicial process to disclose to a court or other tribunal all or any part of the Extendicare Information, such receiving party shall, to the extent permitted by applicable Law, promptly notify (or shall cause its Representatives to notify) Extendicare of the request in writing, and consult with and assist Extendicare in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or Extendicare waives compliance with the requirement to seek a protective order or other remedy, such receiving party shall disclose (or shall cause it Representatives to disclose) only that portion of the Extendicare Information or facts which it determines in good faith, after consultation with outside counsel, is legally required to be disclosed, and will exercise its reasonable best efforts to assure that confidential treatment will be accorded such Extendicare Information or facts by the persons or entities receiving the same. Extendicare will be given an opportunity to review the Extendicare Information or facts prior to disclosure.

(c) Each party to this Separation Agreement shall, promptly (and in any event within 10 Business Days of such receipt) upon its receipt or the receipt by any of its Affiliates or Representatives of a request or requirement (by oral questions, interrogatories, requests for documents, Extendicare Information or ALC Information, as applicable, subpoenas, civil investigative demands or other similar processes) reasonably regarded as calling for the inspection or production of any documents or other Extendicare Information or ALC Information, as applicable, which relates to the business or operations of the other party to this Separation Agreement (a "Request"), notify the party to this Separation Agreement whose documents, Extendicare Information or ALC Information, as applicable, is the subject of such Request. The preceding sentence shall apply regardless of whether the person delivering the Request is a party in the claim, suit, action, arbitration, inquiry, investigation or other proceeding of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any arbitrator or Governmental Entity or similar person or body (each, an "Action"), to which the Request relates. In addition to complying with the applicable provisions of Section 4.09(b), each party shall use reasonable best efforts to assert and maintain, or cause its Affiliates and Representatives to assert and maintain, any applicable claim to privilege, immunity, confidentiality or protection in order to protect such documents and other Extendicare Information or ALC Information, as applicable, from disclosure, and shall use reasonable best efforts to seek to condition any disclosure which may be required on such protective terms as it may reasonably determine to be appropriate. Following the receipt of the notice described in the first sentence of this Section 4.09(c), no party may waive an applicable privilege without the prior written consent of the affected party to this Separation Agreement (or any affected Affiliate or Affiliates of any such party) except, in the opinion of such party's counsel, as required by applicable Law.

(d) From and after the Effective Time, ALC shall, and shall cause each ALC Company to, afford to Extendicare, and to Extendicare's Representatives, reasonable access during normal business hours to documents within the possession or control of any ALC Company that were Assets of Extendicare transferred to ALC in the Separation as soon as reasonably practicable after request therefor to the extent such access is reasonably required (i) for the purposes of defending any Action commenced or threatened in writing against Extendicare (other than any adversarial Action by a party or its Affiliates against the other party or its Affiliates) directly relating to the business, Assets or Liabilities of Extendicare as they existed immediately prior to giving effect to the Separation, (ii) to comply with reporting, disclosure, filing or other requirements imposed on the requesting party (including under applicable securities Laws) by a Governmental Entity having jurisdiction over the requesting party, (iii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation or other similar requirements or (iv) to comply with its obligations under this Separation Agreement or any other Transaction Agreement; provided, however, that such access will not unreasonably interfere with the normal operations of any ALC Company and the reasonable out-of-pocket expenses of any ALC Company incurred in connection therewith will be paid by Extendicare. In connection with granting of any such access, any ALC Company may withhold (i) any document (A) the disclosure of which would violate any Contract with a third party or any applicable Law or judgment or would result in the waiver of any legal privilege or work-product protection or (B) that otherwise relates to any Action between ALC and any of its Affiliates, on the one hand, and Extendicare and any of its Affiliates, on the other hand (which shall be governed by the rules of discovery applicable thereto), or (ii) such documents or portions of documents that ALC determines in good faith, after consultation with outside counsel, should not be disclosed in order to ensure compliance with antitrust or other similar Law or judgment. For the avoidance of doubt, all documents provided to Extendicare, or Extendicare's Representatives pursuant to this Section 4.09(d) shall be subject to Extendicare's obligations with respect to ALC Information contained in paragraphs (a), (b) and (c) of this Section 4.09.

(e) From and after the Effective Time, Extendicare shall, and shall cause each of its subsidiaries to, afford to ALC, and to ALC's Representatives, reasonable access during normal business hours to documents within the possession or control of Extendicare or any of its subsidiaries that were Assets of Extendicare prior to the Separation as soon as reasonably practicable after request therefor to the extent such access is reasonably required (i) for the purposes of defending any Action commenced or threatened in writing against ALC (other than any adversarial Action by a party or its Affiliates against the other party or its Affiliates) directly relating to the business, Assets or Liabilities of ALC as they existed immediately prior to giving effect to the Separation, (ii) to comply with reporting, disclosure, filing or other requirements imposed on the requesting party (including under applicable securities Laws) by a Governmental Entity having jurisdiction over the requesting party, (iii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation or other similar requirements, (iv) to comply with its obligations under this Separation Agreement or any other Transaction Agreement or (v) if such document would otherwise be an ALC Record but for the fact that it could not be separated from an Extendicare Record; provided, however, that such access will not unreasonably interfere with the normal operations of Extendicare or any of its subsidiaries and the reasonable out-of-pocket expenses of Extendicare or any of its subsidiaries incurred in connection therewith will be paid by ALC. In connection with granting of any such access, Extendicare may withhold (i) any document (A) the disclosure of which would violate any Contract with a third party or any applicable Law or judgment or would result in the waiver of any legal privilege or work-product protection or (B) that otherwise relates to any Action between Extendicare and any of its Affiliates, on the one hand, and ALC and any of its Affiliates, on the other hand (which shall be governed by the rules of discovery applicable thereto), or (ii) such documents or portions of documents that Extendicare determines in good faith, after consultation with outside counsel, should not be disclosed in order to ensure compliance with antitrust or other similar Law or judgment. For the avoidance of doubt, all documents provided to ALC, or ALC's Representatives pursuant to this Section 4.09(e) shall be subject to ALC's obligations with respect to Extendicare Information contained in paragraphs (a), (b) and (c) of this Section 4.09.

(f) Any confidentiality provisions contained in a Transaction Agreement shall, with respect to the information covered by such provisions, supercede this Section 4.09.

Section 4.10. Novation of Liabilities. (a) ALC shall use commercially reasonable efforts to (i) obtain, or cause to be obtained, any release, consent, substitution, approval or amendment required to novate all members of the Extendicare Group from and assign all obligations under Contracts, licenses and other obligations or Liabilities of any nature whatsoever that constitute Assumed Liabilities, or to obtain in writing the unconditional release of all members of the Extendicare Group to such obligations, so that, in any such case, ALC or any other ALC Company, shall be solely responsible for such Assumed Liabilities, (ii) terminate, or cause ALC Assets to be substituted in all respects for any Excluded Assets in respect of, the encumbrances on Excluded Assets which are securing any Assumed Liabilities and (iii) obtain the unconditional release of any member of the Extendicare Group from any guarantee of the Assumed Liabilities after the Separation.

(b) If ALC is unable to obtain, or to cause to be obtained, any such required release, consent, substitution, approval or amendment pursuant to Section 4.10, the applicable member of the Extendicare Group shall continue to be bound by such Contracts, licenses and other obligations or Liabilities and, unless not permitted by Law or the terms thereof, ALC shall, as agent or subcontractor for such member of the Extendicare Group, pay, perform and discharge fully all the obligations or other Liabilities of such member of the Extendicare Group thereunder from and after the Effective Time. ALC shall, and shall cause each other ALC Company, without further consideration to, pay and remit, or cause to be paid or remitted, to the applicable member of the Extendicare Group, promptly all money, rights and other consideration received by it or any other ALC Company in respect of such performance. ALC (i) shall indemnify and hold harmless each Extendicare Indemnitee against any Liabilities arising in connection therewith and (ii) without the prior written consent of Extendicare, from and after the Effective Time, shall not, and shall not permit any ALC Company to, renew or extend the term of, increase its obligations under or transfer any Contract, license or other obligation for which a member of the Extendicare Group is or may be liable, pursuant to which any Excluded Asset is or may be encumbered, unless all obligations of the members of the Extendicare Group and all encumbrances on any Excluded Asset with respect thereto are thereupon released and terminated by documentation reasonably satisfactory in form and substance to Extendicare.

(c) Extendicare shall use commercially reasonable efforts to (i) obtain, or cause to be obtained, any release, consent, substitution, approval or amendment required to novate all ALC Companies from and assign all obligations under Contracts, licenses and other obligations or Liabilities of any nature whatsoever that constitute Excluded Liabilities, or to obtain in writing the unconditional release of all ALC Companies to such obligations, so that, in any such case, Extendicare or any other member of the Extendicare Group shall be solely responsible for such Excluded Liabilities, (ii) terminate, or cause Excluded Assets to be substituted in all respects for any ALC Assets in respect of, the encumbrances on ALC Assets which are securing any Excluded Liabilities and (iii) obtain the unconditional release of any ALC Company from any guarantee of the Excluded Liabilities after the Separation.

(d) If Extendicare is unable to obtain, or to cause to be obtained, any such required release, consent, substitution, approval or amendment pursuant to Section 4.10(c), the applicable ALC Company shall continue to be bound by such Contracts, licenses and other obligations or Liabilities and, unless not permitted by Law or the terms thereof, Extendicare shall, as agent or subcontractor for such ALC Company, pay, perform and discharge fully all the obligations or other Liabilities of such ALC Company thereunder from and after the Effective Time. Extendicare shall, and shall cause each other member of the Extendicare Group to, without further consideration, pay and remit, or cause to be paid or remitted, to the applicable ALC Company, promptly all money, rights and other consideration received by it or any other member of the Extendicare Group in respect of such performance. Extendicare (i) shall indemnify and hold harmless each ALC Indemnitee against any Liabilities arising in connection therewith and (ii) without the prior written consent of ALC, from and after the Effective Time, shall not, and shall not permit any member of the Extendicare Group to, renew or extend the term of, increase its obligations under or transfer any Contract, license or other obligation for which any ALC Company is or may be liable, pursuant to which any ALC Asset is or may be encumbered, unless all obligations of the ALC Companies and all encumbrances on any ALC Asset with respect thereto are thereupon released and terminated by documentation reasonably satisfactory in form and substance to ALC.

ARTICLE V

Indemnification

Section 5.01. Indemnification by ALC. Subject to the provisions of this Article V, from and after the Effective Time ALC shall indemnify, and shall cause the other ALC Companies to indemnify, defend and hold harmless the Extendicare

Indemnitees from and against, and pay or reimburse the Extendicare Indemnitees for, all Indemnifiable Losses, as incurred, to the extent:

(a) relating to or arising from the ALC Business, the ALC Assets or the Assumed Liabilities (including the failure by ALC to pay, perform or otherwise discharge any of the Assumed Liabilities in accordance with their terms), whether such Indemnifiable Losses relate to or arise from events, occurrences, actions, omissions, facts or circumstances occurring, existing or asserted before, at or after the Effective Time, other than any Indemnifiable Losses related to any EHSI Assisted Living Facility to the extent they arise out of or result from the operation of such EHSI Assisted Living Facility prior to its transfer from EHSI or a subsidiary thereof to an ALC Company;

(b) relating to or arising from any untrue or allegedly untrue statement of a material fact contained in any of the Filings, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but in each case only with respect to information, statements, facts or omissions relating to the ALC Companies; or

(c) relating to or arising from the breach by any ALC Company of any agreement or covenant contained in this Separation Agreement or any Transaction Agreement which is to be performed or complied with by it after the Effective Time, unless and to the any extent such Transaction Agreement contains alternative indemnification, damages or remedy provisions.

Section 5.02. Indemnification by Extendicare. Subject to the provisions of this Article V, from and after the Effective Time, Extendicare shall, and shall cause the other members of the Extendicare Group to, indemnify, defend and hold harmless the ALC Indemnitees from and against, and pay or reimburse the ALC Indemnitees, for all Indemnifiable Losses, as incurred, to the extent:

(a) relating to or arising from the Excluded Assets or the Excluded Liabilities (including the failure by Extendicare to pay, perform or otherwise discharge any of the Excluded Liabilities in accordance with their terms), whether such Indemnifiable Losses relate to or arise from events, occurrences, actions, omissions, facts or circumstances occurring, existing or asserted before, at or after the Effective Time;

(b) relating to any EHSI Assisted Living Facilities to the extent they arise out of or result from the operation of such EHSI Assisted Living Facility prior to its transfer from EHSI or a subsidiary thereof to an ALC Company;

(c) relating to or arising from any untrue statement of a material fact contained in any of the Filings, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but in each case only with respect to information, statements, facts or omissions not relating to the ALC Companies; or

(d) relating to or arising from the breach by Extendicare or any of its Affiliates (other than an ALC Company) of any agreement or covenant contained in this Separation Agreement or any Transaction Agreement which is to be performed or complied with by it after the Effective Time, unless and to the extent any such Transaction Agreement contains alternative indemnification, damages or remedy provisions.

Section 5.03. Procedures Relating to Indemnification. (a) In order for an Indemnitee to be entitled to any indemnification provided for under this Separation Agreement in respect of, arising out of or involving a claim made by any person who is not an Indemnitee against such Indemnitee (a "Third Party Claim"), such Indemnitee must notify the party who may become obligated to provide indemnification hereunder (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim reasonably promptly, and in any event within 10 Business Days after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually and materially prejudiced in its ability to successfully defend the matter giving rise to such claim as a result of such failure. After any required notification (if applicable), the Indemnitee shall deliver to the Indemnifying Party, promptly after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnitee, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof (at the expense of the Indemnifying Party), with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnitee. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party will not be liable to the Indemnitee for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof. If the Indemnifying Party assumes such defense, the Indemnitee shall have the right to participate, at its own expense, in the defense thereof solely to assert any additional defenses and to employ counsel, at its own expense, except as set forth below, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the reasonable fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has not assumed the defense thereof (other than during any period in which the Indemnitee shall have failed to give notice of the Third Party Claim as provided above). Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall not be liable for the fees and expenses of counsel incurred by the Indemnitee in defending such Third Party Claim, except for the reasonable fees and expenses of counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnitee) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnitee which the Indemnitee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(c) The indemnification required by Section 5.01 or Section 5.02, as the case may be, shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or the Indemnifiable Loss is incurred. If the Indemnifying Party chooses to defend or prosecute a Third Party Claim (i) all the parties hereto reasonably necessary or appropriate for such defense or prosecution shall cooperate in the defense or prosecution thereof, which cooperation shall include the retention in accordance with this Separation Agreement and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information which are reasonably relevant to such Third Party Claim and in such party's control, (ii) the Indemnifying Party shall keep the Indemnitee reasonably informed of all significant developments in connection with the defense or prosecution of such Third Party Claim and (iii) the Indemnitee will agree to any settlement, compromise or discharge of such Third Party Claim which the Indemnifying Party may recommend (after representing to the Indemnitee that such settlement is reasonably likely to be acceptable to the parties to the Third Party Claim) and which by its terms obligates the Indemnifying Party to pay the full amount of liability in connection with such Third Party Claim; provided, however, that, without the Indemnitee's consent (which consent shall not be unreasonably withheld, conditioned or delayed), the Indemnifying Party shall not consent to entry of any judgment or enter into any settlement (x) that provides for injunctive or other nonmonetary relief affecting the Indemnitee or its properties or (y) that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnitee of a release from all liability with respect to such claim; provided, further, however, that if the Indemnitee does not consent to any settlement recommended by the Indemnifying Party pursuant to subclause (iii) above (after representing to the Indemnitee that such settlement is reasonably likely to be acceptable to the parties to the Third Party Claim) then the Indemnifying Party (1) shall not in any event be obligated to indemnify the Indemnitee, or otherwise be responsible, for any amount in excess of the amount of the settlement so recommended by the Indemnifying Party and (2) shall be entitled to reimbursement of the fees and expenses of counsel incurred by the Indemnifying Party after the date on which the recommendation was made to the Indemnitee in the event the final and unappealable judgment in such Third Party Claim exceeds the amount of the settlement so recommended. If the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnitee shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnifying Party's prior written consent, not to be unreasonably withheld. If the Indemnifying Party does not or is not entitled to assume the defense of a Third Party Claim, the Indemnitee may defend the same in such manner as it may deem appropriate; provided, however, that the Indemnitee shall not admit any liability with respect to, or settle, compromise or discharge such Third Party Claim without the Indemnifying Party's prior written consent, not to be unreasonably withheld.

(d) In order for an Indemnitee to be entitled to any indemnification provided for under this Separation Agreement in respect of a claim that does not involve a Third Party Claim, the Indemnitee shall deliver notice of such claim (in reasonably sufficient detail to enable the Indemnifying Party to evaluate such claim) with reasonable promptness to the Indemnifying Party. The failure by any Indemnitee to give such notification shall not affect the indemnification provided hereunder except to the extent that the Indemnifying Party shall have been actually and materially prejudiced in its ability to successfully defend the matter giving rise to such claim as a result of such failure. If the Indemnifying Party does not notify the Indemnitee within 20 Business Days following its receipt of such notice that the Indemnifying Party disputes its liability with respect to such claim under Section 5.01 or Section 5.02, as the case may be, the claim shall be conclusively deemed a liability of the Indemnifying Party under Section 5.01 or Section 5.02, as the case may be, and the Indemnifying Party shall pay the amount of such liability to the Indemnitee on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party has timely disputed its liability with respect to such claim, as provided above, the Indemnifying Party and the Indemnitee shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved in accordance with Section 7.11.

Section 5.04. Certain Limitations. (a) If any Indemnitee receives any payment from an Indemnifying Party in respect of any Indemnifiable Losses and the Indemnitee could have recovered all or a part of such Indemnifiable Loss from a third party (a "Potential Contributor") based on the underlying claim or demand asserted against such Indemnifying Party, such Indemnitee shall, to the extent permitted by applicable Law, assign such of its rights to proceed against the Potential Contributor as are necessary to permit such Indemnifying Party to recover from the Potential Contributor the amount of such payment or the Indemnifying Party shall otherwise be subrogated to such Indemnitee's rights against the Potential Contributor.

(b) If notwithstanding Section 5.04 an Indemnitee receives an amount from a third party in respect of an Indemnifiable Loss that is the subject of indemnification hereunder after all or a portion of such Indemnifiable Loss has been paid by an Indemnifying Party pursuant to this Article V, the Indemnitee shall promptly remit to the Indemnifying Party the excess (if any) of (i) the amount paid by the Indemnifying Party in respect of such Liability, plus the amount received from the Third Party in respect thereof, less (ii) the full amount of the Indemnifiable Loss.

(c) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a "wind-fall" (i.e. a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof.

(d) Notwithstanding anything to the contrary, the amount of any indemnification or contribution obligations under this Separation Agreement shall not be adjusted to take into account the Tax treatment of the relevant Indemnitee with respect to the indemnification or contribution payment or the indemnified item.

Section 5.05. Contribution. If the indemnification provided for in this Article V shall, for any reason, be unavailable or insufficient to hold harmless the Indemnitee hereunder in respect of any Indemnifiable Loss, then each Indemnifying Party shall, in lieu of indemnifying such Indemnitee, contribute to the amount paid or payable by such Indemnitee as a result of such Indemnifiable Loss, in such proportion as shall be sufficient to place the Indemnitee in the same position as if such Indemnitee were indemnified hereunder, the parties intending that their respective contributions hereunder be as close as possible to the indemnification provided for under Section 5.01 and Section 5.02. If the contribution provided for in the previous sentence shall, for any reason, be unavailable or insufficient to put the Indemnitee in the same position as if it were indemnified under Section 5.01 or Section 5.02, as the case may be, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnitee as a result of such Indemnifiable Loss, in such proportion as shall be appropriate to reflect the relative benefits received by and the relative fault of the Indemnifying Party on the one hand the Indemnitee on the other hand with respect to the matter giving rise to the Indemnifiable Loss.

Section 5.06. Exclusivity of Remedies. From and after the Effective Time and except as otherwise expressly provided in any Transaction Agreement, the remedies provided for in this Article V shall, as between the parties, be the exclusive monetary remedies of the parties to this Separation Agreement with respect to the Transaction Agreements. Each party hereto agrees that the previous sentence shall not limit or otherwise affect any non-monetary right or remedy which any party to this Separation Agreement may have under the Transaction Agreements or otherwise limit or affect any such party's right to seek equitable relief, including specific performance. For the avoidance of doubt, each party hereto agrees that this Article V shall not confer any remedy on any person for any breach of any representation, covenant or agreement set forth in any Transaction Agreement that does not survive the Effective Time.

ARTICLE VI

Conditions

The obligations of Extendicare and ALC to consummate the Separation shall be subject to the satisfaction or, to the extent permitted under applicable Law, waiver of the conditions set forth in each of the Transaction Agreements and the Arrangement Agreement.

ARTICLE VII

Miscellaneous and General

Section 7.01. Modification or Amendment. The parties hereto may modify or amend this Separation Agreement only by written agreement executed and delivered by duly authorized officers of the respective parties.

Section 7.02. Termination. In the event the Arrangement Agreement is terminated pursuant to its terms prior to the Effective Time, this Separation Agreement shall automatically and simultaneously terminate and the Separation shall automatically and simultaneously be abandoned without the approval of ALC, Extendicare or the shareholders of Extendicare. In the event of such termination, no party shall have any Liability to any other party pursuant to this Separation Agreement. It is understood and agreed that the consummation of the Arrangement shall not constitute a termination of this Separation Agreement.

Section 7.03. Notices. All notices, requests, claims, demands and other communications under this Separation Agreement shall be in writing and shall be deemed given upon receipt by the parties at the following addresses (or at such other address for a party as shall be specified by like notice) of a fax followed by delivery of such notice by overnight courier of an international reputation:

(a) if to Extendicare, to

Extendicare Real Estate Investment Trust
3000 Steeles Avenue East
Markham, Ontario
Canada
L3R 9W2

Attention:
Fax:

with a copy to:

Attention:
Fax:

(b) if to ALC, to

Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, Wisconsin 53203

Attention:
Fax:

with a copy to:

Attention:
Fax:

Section 7.04. Interpretation. When a reference is made in this Separation Agreement to a Section, Exhibit, Schedule or party, such reference shall be to a Section of, or an Exhibit, Schedule or party to, this Separation Agreement unless otherwise indicated. The headings contained in this Separation Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Separation Agreement. Whenever the words "include", "includes" or "including" are used in this Separation Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein", "hereby" and "hereunder" and words of similar import when used in this Separation Agreement shall refer to this Separation Agreement as a whole and not to any particular provision of this Separation Agreement. The words "date hereof" shall refer to the date of this Separation Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Separation Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented. References to a person are also to its permitted successors and assigns.

Section 7.05. Severability. If any term or other provision of this Separation Agreement is invalid, illegal or incapable of being enforced by any applicable Law, or public policy, all other conditions and provisions of this Separation Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Separation Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 7.06. Counterparts. This Separation Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each party need not sign the same counterpart.

Section 7.07. Entire Agreement; Third Party Beneficiaries. This Separation Agreement, taken together with the other Transaction Agreements constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the transactions contemplated hereby and thereby; provided, that the indemnification provisions contained herein supersede any indemnification provision contained in any other Transaction Agreement other than the Tax Allocation Agreement, including any indemnification provision contained in a transfer agreement between Extendicare or any of its subsidiaries and any ALC Company related to an EHSI Assisted Living Facility. Except for the provisions set forth in Article V nothing contained in this Separation Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Separation Agreement; provided, however, that any claim under Article V by an Extendicare Indemnitee or an ALC Indemnitee, as the case may be, that is not a party to this Separation Agreement shall be brought on behalf of such Extendicare Indemnitee or ALC Indemnitee, as the case may be, by the party to this Separation Agreement from which such Indemnitee's status as an Extendicare Indemnitee or ALC Indemnitee is derived.

Section 7.08. Certain Obligations. Whenever this Separation Agreement requires any of the subsidiaries or Representatives of any party to take any action, this Separation Agreement will be deemed to include an undertaking on the part of such party to cause such subsidiary or Representative to take such action; provided, however, that for the avoidance of doubt, at any time after the Effective Time, the ALC Companies shall not be considered to be subsidiaries of Extendicare.

Section 7.09. Governing Law. This Separation Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 7.10. Assignment. Neither this Separation Agreement nor any of the rights, interests or obligations under this Separation Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Separation Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns in accordance with Section 4.07.

Section 7.11. Dispute Resolution; Waiver of Jury Trial. To the fullest extent permitted by applicable Law, any controversy, claim or dispute arising out of or relating of this Separation Agreement or any Transaction Agreement (including the Tax

Allocation Agreement, insofar as it refers to this Section 7.11, but excluding any Transaction Agreement that expressly provides for an alternative dispute resolution mechanism), or any breach hereof or thereof, including any dispute concerning the scope of this Section 7.11, shall be resolved exclusively by binding arbitration conducted before an arbitrator in accordance with the most applicable then existing Rules of Arbitration (the "Rules") of the International Chamber of Commerce ("ICC") (or any successor or other institution performing comparable services). In order to commence a proceeding pursuant to this Section 7.11, any Person having rights under this Separation Agreement or any Transaction Agreement (other than the Tax Allocation Agreement) shall provide written notice of such intent to each other Person having an interest in any such proceeding. Within 20 Business Days after notice of any such proceeding is deemed to have been given, the parties to such proceeding shall use commercially reasonable efforts to appoint a sole arbitrator by agreement of such parties confirmed in accordance with the Rules. If the parties to such proceeding shall fail to appoint an arbitrator within the requisite time period, they shall, within 20 Business Days after the expiration of such time period, use commercially reasonable efforts to appoint a former judge of an appellate court of the state in which ALC's headquarters is located, or of a United State District Court or of a United State Court of Appeals, to serve as the arbitrator for the proceeding. In the event that the parties to such proceeding are unable to select an arbitrator pursuant to the immediately preceding sentence, they shall petition the Chief Judge for the United States District Court for the Southern District of New York to appoint the arbitrator. If such Chief Judge shall fail to appoint an arbitrator, the parties to such proceeding shall either (i) comply with any legal process specified by a judge of such District Court to appoint an arbitrator or (ii) if no such process is specified, use commercially reasonable efforts to appoint a sole arbitrator by submitting an application to such District Court pursuant to Section 5 of the United States Federal Arbitration Act. The arbitration shall be conducted in the English language, and the arbitrator shall be bound to give effect to the express terms of this Separation Agreement or the relevant Transaction Agreement and may not award relief or otherwise make an award that is contrary to such express terms. Judgment upon any such arbitration award may be entered by a Federal, state or foreign court having proper jurisdiction thereof. Each party hereto hereby consents to jurisdiction for such purposes in any Federal or state court in the State of New York and irrevocably waives any objection to the laying of venue of any such action in any such court or that any such court is an inconvenient forum. Unless otherwise agreed to by the parties to an arbitration, the situs of any such arbitration shall be selected by the arbitrator, provided that such location is within 25 miles of the headquarters of ALC. The costs of arbitration shall be borne by the parties on such equitable basis as the arbitrator shall determine.

Section 7.12. Limitation of Liability. In no event shall any ALC Company be liable to Extendicare or any of its Affiliates, or shall Extendicare or any of its Affiliates be liable to any ALC Company, for any special, consequential, indirect, collateral, incidental or punitive damages or lost profits or failure to realize expected savings or other commercial or economic loss of any kind, however caused and on any theory of liability (including negligence), arising in any way out of this Separation Agreement, whether or not such party has been advised of the possibility of any such damages; provided, however, that the foregoing limitation shall not limit either party's

Liabilities with respect to Third Party Claims as set forth in Article V or either party's Liabilities for the breach or failure to perform or comply with the covenants set forth in Section 4.06.

Section 7.13. Extension; Waiver. The parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties or (b) waive compliance with any of the agreements or conditions contained in this Separation Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Separation Agreement to assert any of its rights under this Separation Agreement or otherwise shall not constitute a waiver of such rights.

IN WITNESS WHEREOF, this Separation Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

EXTENDICARE REAL ESTATE INVESTMENT TRUST,

by ________________________________

Name:
Title:

ASSISTED LIVING CONCEPTS, INC.

by ________________________________

Name:
Title:

EXHIBIT 3.1

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

ASSISTED LIVING CONCEPTS, INC.

The corporation was incorporated under the name "Assisted Living Concepts, Inc." by the filing of its original Articles of Incorporation with the Secretary of State of Nevada on July 19, 1994. These Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Title 7, Chapter 78 of the Nevada Revised Statutes (collectively, the "Nevada Corporation Law" or "NCL"), Sections 390 and 403. The undersigned does hereby certify that the Amended and Restated Articles of Incorporation of the corporation are as follows:

ARTICLE I

NAME

The name of the corporation is Assisted Living Concepts, Inc. (hereinafter, the "Corporation").

ARTICLE II

REGISTERED OFFICE

The address of the Corporation's registered office in the State of Nevada is The Prentice-Hall Corporation System, Inc., 502 East John Street #E, Carson City, Nevada, 89706. The name of the registered agent at such address is The Prentice-Hall Corporation System, Inc. The Corporation may, from time to time, in the manner provided by law, change the resident agent and the registered office within the State of Nevada. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Nevada.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the NCL.

ARTICLE IV

EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE V

CAPITAL STOCK

SECTION 5.01. Authorized Shares. (a) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 500,000,000 shares consisting of:

(i) 400,000,000 shares of Class A Common Stock, par value of $0.01 per share (the "Class A Stock");

(ii) 75,000,000 shares of Class B Common Stock, par value of $0.01 per share (the "Class B Stock" and, together with the Class A Stock, the "Common Stock"); and

(iii) 25,000,000 shares of Preferred Stock (the "Preferred Stock").

(b) Subject to Section 5.04(c) of this Article V and in addition to any authority granted to the board of directors of the Corporation (the "Board") under the NCL (either acting alone or together with approval of the Company's Stockholders), the number of authorized shares of any of the Class A Stock, the Class B Stock or the Preferred Stock may be increased or decreased (but not below the number of shares then outstanding), by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 390(2) of the NCL (or any successor provision thereto), and no vote of the holders of any of the Class A Stock, Class B Stock or the Preferred Stock voting separately as a class shall be required therefor. Upon these Amended and Restated Articles of Incorporation becoming effective pursuant to Section 403(5) of the NCL (the "Effective Time"), each share of the Corporation's common stock, par value $0.01 per share (the "Old Common Stock"), issued and outstanding immediately prior to the Effective Time, shall be automatically reclassified as and converted into shares of Class A Stock and Class B Stock. The number of shares of Class A Stock resulting from such reclassification and conversion shall be equal to the number of shares of Extendicare Inc. Subordinate Voting Shares outstanding as of the Effective Time and the number of shares of Class B Stock resulting from such reclassification and conversion shall be equal to the number of shares of Extendicare Inc. Multiple Voting Shares outstanding as of the Effective Time. Any stock certificate that, immediately prior to the Effective Time, represented shares of Old Common Stock shall be canceled and, upon presentation to the Corporation, be replaced with new stock certificates (the denominations of which shall be determined in the Corporation's sole discretion) representing the applicable number of shares of Class A Stock and Class B Stock.

SECTION 5.02. Common Stock. (a) Except as otherwise provided in these Amended and Restated Articles of Incorporation, the Class A Stock and the Class B Stock shall have the same rights and privileges and shall rank equally and share ratably as to all matters.

(b) Dividends and Distributions. (i) Subject to Section 5.02(b)(ii), and subject to the provisions of law and the terms of any outstanding Preferred Stock, dividends or other distributions with respect to the Class A Stock and the Class B Stock shall be made in an equal amount per share, at such times and in such amounts as may be determined by the Board and declared out of any funds lawfully available therefor, and shares of Preferred Stock of any series shall not be entitled to share therein except as otherwise expressly provided in the resolution or resolutions of the Board providing for the issue of such series. Dividends and other distributions with respect to the Class A Stock and the Class B Stock shall be payable only when, as and if declared by the Board.

(ii) Subject to the provisions of law and the terms of any outstanding Preferred Stock, if at any time a dividend or other distribution with respect to the Class A Stock or Class B Stock is to be paid in shares of Class A Stock or Class B Stock or any other securities of the Corporation or any other corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust or legal entity (a "Person", which term includes the Corporation) (hereinafter sometimes called a "share distribution"), such share distribution shall be declared and paid only as follows:

(A) in the case of a share distribution consisting of shares of Class A Stock or Class B Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class A Stock), the share distribution shall consist of shares of Class A Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class A Stock) with respect to shares of Class A Stock and, on an equal per share basis, shares of Class B Stock (or Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class B Stock) with respect to shares of Class B Stock;

(B) subject to Section 5.02(f) of this Article V, in the case of a share distribution consisting of shares of any class or series of securities of the Corporation other than Class A Stock or Class B Stock (and other than Convertible Securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class A Stock or Class B Stock) or of a Subsidiary of the Corporation, on the basis of a distribution of one class or series of securities with respect to shares of Class A Stock and another class or series of securities with respect to shares of Class B Stock, and the securities so distributed (and, if applicable, the securities into which the distributed securities are convertible, or for which they are exchangeable, or which the distributed securities evidence the right to purchase) shall differ with respect to, but solely with respect to, their relative voting rights and related differences in conversion and share distribution provisions, and all such differences shall be identical to the corresponding differences in voting rights, conversion and share distribution provisions between the Class A Stock and the Class B Stock, so as to preserve the relative voting rights of each Class as in effect immediately prior to such share distribution, and such distribution shall be made on an equal per share basis; and

(C) subject to Section 5.02(f) of this Article V, in the case of a share distribution consisting of shares of any class or series of securities of any Person other than the Corporation or a Subsidiary of the Corporation, on the basis of a distribution of identical securities, on an equal per share basis, with respect to shares of Class A Stock and Class B Stock.

As used herein, the term “Subsidiary” means, when used with respect to any Person, (i) a corporation in which such Person and/or one or more Subsidiaries of such Person, directly or indirectly, owns capital stock having a majority of the total voting power in the election of directors (“Voting Power”) of all outstanding shares of all classes and series of capital stock of such corporation entitled generally to vote in such election (“Voting Stock”) and (ii) any other Person (other than a corporation) in which such Person and/or one or more Subsidiaries of such Person, directly or indirectly, has (x) a majority ownership interest or (y) the power to elect or direct the election of a majority of the members of the governing body of such first-named Person.

As used herein, the term “Convertible Securities” shall mean any securities of the Corporation (other than any class of Common Stock) that are convertible into, exchangeable for or evidence the right to purchase any class of Common Stock, whether upon conversion, exercise or exchange, pursuant to anti-dilution provisions of such securities or otherwise.

(c) Subdivision or Combination. If the Corporation shall in any manner subdivide or combine the outstanding shares of Class A Stock or Class B Stock, the outstanding shares of the other class of Common Stock shall be proportionally subdivided or combined in the same manner and on the same basis as the outstanding shares of Class A Stock or Class B Stock, as the case may be, that have been subdivided or combined so as to preserve the relative aggregate Voting Power of the outstanding shares of each class and the relative proportion of the equity of the Corporation represented by the outstanding shares of each class and the conversion rights of the outstanding shares of each class, immediately prior to the transaction giving rise to an adjustment pursuant to this paragraph.

(d) Liquidation, Dissolution, Winding Up. Upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, subject to any preferential or other amounts to be distributed to the holders of the Preferred Stock and any other class or series of stock then outstanding, the holders of Class A Stock and Class B Stock shall be entitled to receive all the assets of the Corporation available for distribution to its stockholders ratably as a single class in proportion to the number of shares held by them.

(e) Conversion. (i) Each share of Class B Stock may at any time be converted by the record holder thereof into 1.075 fully paid and nonassessable shares of Class A Stock. The conversion right set forth immediately above shall be exercised by the surrender of the certificate representing such share or shares of Class B Stock to be converted to the Corporation at any time during normal business hours at the principal executive offices of the Corporation, or if an agent for the registration of transfer of shares of Class B Stock is then duly appointed and acting (said agent being hereinafter called the “Transfer Agent”), then at the office of the Transfer Agent, accompanied by a written notice of the election by the record holder thereof to convert and (if so required by the Corporation or the Transfer Agent) by instruments of transfer, in form satisfactory to the Corporation and to the Transfer Agent, duly executed by such holder or such holder’s duly authorized attorney, and together with any necessary transfer tax stamps or funds therefor, if required. As promptly as practicable after the surrender for conversion of a certificate or certificates representing shares of Class B Stock in the manner provided above, the Corporation will deliver or cause to be delivered at the office of the Transfer Agent to or upon the written order of the holder thereof, a certificate or certificates representing the number of full shares of Class A Stock issuable upon such conversion, issued in such name or names as such holder may direct. Fractional shares of Class A Stock will not be issued upon such a conversion and the Corporation shall instead pay or cause to be paid to the record holder thereof cash in an amount equal to the fair value of such fractional shares, as determined by the Corporation in its sole discretion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the certificates representing shares of Class B Stock, and all rights of the holder of such shares as such holder shall cease at such time and the person or persons in whose name or names the certificate or certificates representing the shares of Class A Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Stock at such time; provided, however, if any such surrender is made on any date when the stock transfer books of the Corporation shall be closed, the person or persons in whose name or names the certificate or certificates representing shares of Class A Stock are to be issued as the record holder or holders thereof shall be treated for all purposes as having become the record holder or holders of such shares immediately prior to the close of business on the next succeeding day on which such stock transfer books are open.

(ii) Effective immediately upon any transfer of a share of Class B Stock, other than a Permitted Transfer (as defined in Section 5.02(g)(iii) below), such transferred share of Class B Stock shall automatically be converted into 1.075 shares of Class A Stock, without any further action on the part of the Corporation, the transferor, the transferee or any other person or entity, and, upon such transfer, the certificate formerly representing the shares of Class B Stock transferred shall, to the extent of such transfer, represent instead the product of the number of shares of Class A Stock it previously represented and 1.075, less any fractional share resulting therefrom, which shall be deemed cancelled.

(iii) No retroactive adjustments in respect of dividends or other distributions shall be made upon the conversion of any share of Class B Stock; provided, however, that if a share shall be converted subsequent to the record date for the payment of a dividend or other distribution on shares of Class B Stock, but prior to such payment, the registered holder of such share at the close of business on such record date shall be entitled to receive the dividend or other distribution payable (based on the number of shares of Class B Stock owned) on such share upon the date set for payment of such dividend or other distribution notwithstanding the conversion thereof or the Corporation's default in payment of the dividend or other distribution due on such date (provided, however, that if the applicable distribution is a share distribution then the type of security distributed in respect of such share shall be the type that would have been distributed had the conversion been made prior to such record date).

(iv) The Corporation will at all times reserve and keep available, solely for the purpose of issuance upon conversion of the outstanding shares of Class B Stock, such number of shares of Class A Stock as shall be issuable upon the conversion of all such outstanding shares; provided, however, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class B Stock by delivery of purchased shares of Class A Stock which are held in the treasury of the Corporation. All shares of Class A Stock which shall be issued upon conversion of the shares of Class B Stock will, upon issue, be fully paid and nonassessable and not subject to any preemptive rights.

(v) The issuance of certificates for shares of Class A Stock upon conversion of shares of Class B Stock shall be made without charge for any stamp or other similar tax in respect of such issuance. However, if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class B Stock converted, the person or persons requesting the issuance thereof shall pay the amount of any tax which may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid.

(vi) If the Corporation registers the transfer of shares of Class B Stock in a transaction that is not a Permitted Transfer and issued a new certificate representing such shares to any person or entity, such person or entity (or any successive transferee of such certificate) shall surrender such new certificate for cancellation, accompanied by the written notice of conversion required by Section 5.02(e)(i) above, in which case (A) such person, entity or transferee shall be deemed to have elected to treat the endorsement on (or instrument of transfer accompanying) the certificate so delivered by such former record holder as authorizing such person, entity or transferee on behalf of such former record holder to convert such shares and to give such notice, (B) the shares of Class B Stock registered in the name of such former record holder shall be deemed to have been surrendered for conversion for the purpose of the transfer to such person, entity or transferee of the shares of Class A Stock issuable upon conversion and (C) the appropriate entries shall be made on the books of the Corporation to reflect such actions.

(vii) No one other than those holders in whose names shares of Class B Stock become registered on the original stock ledger of the Corporation by reason of their record ownership of Extendicare Inc. Multiple Voting Shares as of the Effective Time (such holders, the "Original Class B Holders"), or transferees or successive transferees who receive shares of Class B Stock in connection with a Permitted Transfer, shall, by virtue of the acquisition of a certificate for shares of Class B Stock, have the status of an owner or holder of shares of Class B Stock or be recognized as such by the Corporation or be otherwise entitled to enjoy for his or her own benefit the special rights and powers of a holder of shares of Class B Stock.

(f) Equivalent Consideration. In the event of any merger, consolidation, share exchange, reclassification of the outstanding shares of Class A Stock or Class B Stock or other reorganization to which the Corporation is a party, in which the shares of Class A Stock or Class B Stock will be exchanged for or converted into, or will receive a distribution of, cash or other property or securities of the Corporation or any other Person, each share of Common Stock shall be entitled to receive Equivalent Consideration (as defined herein) on a per share basis. As used herein, the term "Equivalent Consideration" shall mean consideration in the same form, in the same amount and, if applicable, with the same voting rights on a per share basis; provided, (i) that holders of Class B Stock will be entitled to receive consideration on a per share basis in excess of that received by holders of Class A Stock in an amount equal to the consideration received by holders of Class A Stock times 1.075 and (ii) that, in the event that securities of the Corporation (or any surviving entity or any direct or indirect parent of the surviving entity) are to be issued or paid with respect to shares of Class A Stock or Class B Stock in a Control Transaction, then such securities shall only be issued or paid on the basis of one class or series of securities with respect to shares of Class A Stock and another class or series of securities with respect to shares of Class B Stock, and such securities (and, if applicable, the securities into which such securities are convertible, or for which they are exchangeable, or which they evidence the right to purchase) shall differ with respect to, but solely with respect to, their relative voting rights and related differences in conversion and share distribution provisions, and all such differences shall be identical to the corresponding differences in voting rights, conversion and share distribution provisions in this Article V, between the Class A Stock and the Class B Stock, so as to preserve the relative voting rights of each Class as in effect immediately prior to such transaction. As used herein, the term "Control Transaction" shall mean any merger, consolidation, share exchange, reclassification or other reorganization to which the Corporation is a party in which the holders of Common Stock of the Corporation immediately prior to consummation of such transaction continue to hold at least a majority of the equity or Voting Power in the Corporation (or any surviving entity or any direct or indirect parent of the surviving entity) immediately after consummation of such transaction.

(g) Transfer Restrictions. Shares of Common Stock may be transferred only in accordance with the provisions of this Section 5.02(g).

(i) Shares of Class A Stock may be transferred by the record holder thereof to any other person or entity without any restriction imposed by these Amended and Restated Articles of Incorporation.

(ii) Shares of Class B Stock may not be transferred except in a Permitted Transfer. A holder of Class B Stock that desires to transfer any of such holder's interest therein, in a transaction that is not a Permitted Transfer, must first convert such Class B Stock into Class A Stock pursuant to Section 5.02(e) above. In the event of a transfer of Class B Stock in a transaction that is not a Permitted Transfer, such Class B Stock shall be converted into 1.075 shares of Class A Stock, as provided by Section 5.02(e)(ii) above.

(iii) Shares of Class B Stock may be transferred without any restriction imposed by these Amended and Restated Articles of Incorporation in any one or more of the following transactions (each, a "Permitted Transfer"):

(A) a transfer of shares of Class B Stock by a holder thereof to (1) any Subsidiary of such holder, provided that all the holders of the equity interests in such Subsidiary are holders of Class B Stock or are persons referred to in subclause (B) below, (2) any person or entity that holds, directly or indirectly, all of the capital stock of such holder or all of the capital stock of another holder, provided that such person or entity are holders of Class B Stock or are persons referred to in subclause (B) below, or (3) a wholly-owned Subsidiary of a person or entity described in clause (2); or

(B) a transfer of shares of Class B Stock by a holder thereof who is a natural person to (1) the members of the family (as defined below) of such holder or a trust existing for the benefit of such holder or such family members; or (2) the estate of such holder or a successor in interest of a holder, including the executor, administrator or personal representative of such holder's estate or the heirs, legatees or any other persons who have succeeded, by operation of law, to such holder's shares of Class B Stock if there is no executor, administrator or personal representative then serving who has control over such shares. For purposes of this Section 5.02(g), "family", with respect to a natural person, means such person's spouse (current or former), descendents, ancestors, siblings and descendents of siblings, in each case including any such persons related by adoption.

(iv) Shares of Common Stock shall be transferred on the books of the Corporation and a new certificate therefor issued, upon presentation at the office of the Secretary of the Corporation or the Transfer Agent (or at such additional place or places as may from time to time be designated by the Secretary or any Assistant Secretary of the Corporation) of the certificate for such shares, in proper form for transfer, and accompanied by all requisite stock transfer tax stamps and, with respect to a transfer of shares of Class B Stock, an affidavit setting forth sufficient facts to establish to the Corporation's reasonable satisfaction that such transfer is a Permitted Transfer. Any such affidavit shall be executed by the record holder thereof (or, with respect to a Permitted Transfer described in Section 5.02(g)(iii), by such successor in interest), and verified as of a date not earlier than five days prior to the date of delivery thereof (where such record holder is a corporation, partnership, limited liability company or trust, such verification shall be by an officer of the corporation, a general partner of the partnership, a manager or officer of the limited liability company or a trustee of the trust, as the case may be).

(v) Every certificate representing shares of Class B Stock shall bear a legend on the reverse thereof reading as follows:

"The shares of Class B Common Stock represented by this certificate may not be transferred to any person or entity in connection with a transaction that is not a "Permitted Transfer", as such term is defined in Section 5.02(g) of ARTICLE V of the Amended and Restated Articles of Incorporation of this Corporation. No person or entity who receives such shares in connection with a transfer (other than such a "Permitted Transfer") is entitled to own or to be registered as the record holder of such shares of Class B Common Stock, but the record holder of this certificate may at such time and in the manner set forth in Section 5.02(e)(i) of ARTICLE V of the Amended and Restated Articles of Incorporation convert such shares of Class B Common Stock into 1.075 shares of Class A Common Stock for purposes of effecting the sale or other disposition of such shares of Class A Common Stock to any person or entity. Each holder of this certificate, by accepting the same, accepts and agrees to all of the foregoing."

(vi) In the event that the Board of the Corporation (or any committee of the Board, or any officer of the Corporation, designated for the purpose by the Board) shall determine, upon the basis of facts not disclosed in any affidavit or other document accompanying the certificate for shares of Class B Stock when presented for transfer, that such shares of Class B Stock have been registered in violation of the provisions of this Section 5.02(g), or shall determine that a person or entity is enjoying for his, her or its own benefit the special rights and powers of shares of Class B Stock in violation of such provisions, then the Corporation shall take such action at law or in equity as is appropriate under the circumstances.

(h) In connection with any conversion of shares of Class B Stock into shares of Class A Stock pursuant to Section 5.02(e) (whether optional or automatic), any transfer of shares of Common Stock pursuant to Section 5.02(g), or the making of any determination required by such Section 5.02(e) or Section 5.02(g):

(i) the Corporation shall be under no obligation to make any investigation of facts unless an officer, employee or agent of the Corporation responsible for issuing shares of Class A Stock upon such conversion, for registering such transfer or for making such determination has substantial reason to believe, or unless the Board (or a committee of the Board designated for the purpose) determines that there is substantial reason to believe, that any affidavit or other document executed in connection therewith is incomplete or incorrect in any material respect or that an investigation into the facts relating thereto is otherwise warranted, in either of which events the Corporation shall make or cause to be made such investigation as it may deem necessary or desirable in the circumstances and have a reasonable time to complete such investigation; and

(ii) to the fullest extent permitted by law, neither the Corporation, nor any director, officer, employee or agent of the Corporation shall be liable in any manner for any action taken or omitted to be taken.

(i) The Class A Stock and the Class B Stock are subject to all the powers, rights, privileges, preferences and priorities of any series of Preferred Stock as shall be stated and expressed in any resolution or resolutions adopted by the Board, pursuant to authority expressly granted to and vested in it by the provisions of this Article V.

SECTION 5.03. Preferred Stock. Subject to Section 5.04(c) of this Article V, the Board is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

SECTION 5.04. Stockholder Voting. (a) Except as otherwise provided in these Amended and Restated Articles of Incorporation or required by law, with respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of any outstanding shares of Class A Stock and the holders of any outstanding shares of Class B Stock shall vote together without regard to class, and every holder of the outstanding shares of Class A Stock shall be entitled to cast thereon one (1) vote in person or by proxy for each share of Class A Stock standing in such holder's name and every holder of the outstanding shares of Class B Stock shall be entitled to cast thereon ten (10) votes in person or by proxy for each share of Class B Stock standing in such holder's name.

(b) In addition to any other vote required hereunder or by applicable law, the affirmative vote of the holders of a majority of the Voting Power of all outstanding shares of Class A Stock, voting separately as a class, shall be required for any amendment, alteration, change or repeal of Sections 5.02(a), (b), (c), (d), (e), (f) or (i) of Article V, other than any amendment to Section 5.02(f) that is approved by the requisite vote of the holders of Class B Stock and provides for holders of Class B Stock to be offered or paid securities in a Control Transaction that either have lesser voting rights than the shares of Class B Stock or that do not differ in any respect from the securities to be offered or paid with respect to shares of Class A Stock and does not otherwise affect the consideration to be offered or paid with respect to shares of Class A Stock.

(c) For so long as shares of Class B Stock are outstanding, and notwithstanding anything herein to the contrary, in addition to any other vote required hereunder or by applicable law, the affirmative vote of the holders of eighty percent (80%) of the Voting Power of all outstanding shares of Class B Stock, voting separately as a class, shall be required (i) for the authorization or issuance by the Corporation of shares of Class B Stock (other than pursuant to any dividend or other distribution payable in shares of Class B Stock pursuant to Section 5.02(b)(ii)(A) of this Article V) or the authorization or issuance by the Corporation of any securities convertible into or exchangeable for shares of Class B Stock, or options, warrants or other rights to acquire shares of Class B Stock or any securities convertible into or exchangeable for shares of Class B Stock, (ii) for the authorization or issuance by the Corporation of shares of any series or class of capital stock (other than Class A Stock or Class B Stock) having more than one vote per share or having any right to elect directors voting as a separate class or any class voting or consent rights, in each case other than as required by applicable law or the rules or regulations of any stock exchange upon which such series or class of capital stock is to be listed for trading ("Special Vote Stock"), or securities convertible into or exchangeable for shares of Special Vote Stock, or options, warrants or other rights to acquire shares of Special Vote Stock or any securities convertible into or exchangeable for shares of Special Vote Stock and (iii) for any amendment, alteration, change or repeal of any provision of these Amended and Restated Articles of Incorporation setting forth any of the rights, powers or preferences of the Class A Stock or Class B Stock (including Section 5.02 of this Article V).

ARTICLE VI

BOARD OF DIRECTORS

SECTION 6.01. Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board, the exact number of directors comprising the entire Board to be not less than 3 nor more than 17 (subject to any rights of the holders of Preferred Stock to elect additional directors under specified circumstances) as determined from time to time by resolution adopted by affirmative vote of a majority of the entire Board. As used in these Amended and Restated Articles of Incorporation, the term "entire Board" means the total number of directors that the Corporation would have if there were no vacancies or unfilled newly created directorships. Directors shall be elected at each annual meeting of stockholders, and each director elected shall hold office until such director's successor has been elected and qualified, subject, however, to earlier death, resignation or removal from office. In the interim between elections of directors by stockholders entitled to vote, all vacancies (including vacancies caused by an increase in the number of directors or resulting form the removal of directors by the stockholders entitled to vote) shall be filled by the remaining directors, though less than a quorum.

SECTION 6.02. Advance Notice of Nominations. Advance notice of nominations for the election of directors shall be given in the manner and to the extent provided in the Bylaws.

SECTION 6.03. Limitation on Personal Liability. (a) The personal liability of the directors and officers of the Corporation is hereby eliminated to the fullest extent permitted by the NCL.

(b) The Corporation shall, to the fullest extent permitted by the NCL, indemnify and hold harmless its directors, officers, employees and agents under said law from and against any and all of the expenses, liabilities or other matters referred to in or covered by said law, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, insurance, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE VII

BYLAWS

In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized and empowered to adopt, amend and repeal the Bylaws of the Corporation at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to adopt, amend or repeal any Bylaws. Notwithstanding any other provision of these Articles of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any series of Preferred Stock required by law, by these Articles of Incorporation or by a certificate of designations, the affirmative vote of the holders of a majority of the total voting power of the Voting Stock, voting together as a single class, shall be required for the stockholders of the Corporation (but, for clarity, such approval shall not be required with respect to alternatives, amendments or repeals by the Board) to alter, amend or repeal any provision of the Bylaws, or to adopt any new Bylaw; provided, however, that at least 80% of the total voting power of the Voting Stock, voting together as a single class, shall be required for the stockholders of the Corporation to alter, amend or repeal, or adopt any Bylaw inconsistent with, the following provisions of the Bylaws: Sections 2, 3, 4, 5, 6, and 7 of Article II; Sections 1, 2 and 5 of Article

III; Article VIII and Section 1(b) of Article IX, or, in each case, any successor provision (including, without limitation, any such article or section as renumbered as a result of any amendment, alteration, change, repeal or adoption of any other Bylaw).

ARTICLE VIII

STOCKHOLDER MATTERS

SECTION 8.01. Meetings of Stockholders. Meetings of stockholders may be held within or without the State of Nevada, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the NCL) outside the State of Nevada at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

SECTION 8.02. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called only at the request in writing of a majority of the Board.

SECTION 8.03. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders, unless such consent is unanimous.

SECTION 8.04. Advance Notice Requirements. Advance notice of any stockholder proposal for action to be taken at an annual or special meeting of stockholders shall be given in the manner and to the extent provided in the Bylaws.

ARTICLE IX

CERTAIN NEVADA LAW PROVISIONS

SECTION 9.01. Business Combination Provisions. The Corporation hereby expressly elects not to be governed by Section 411 to Section 444 of the NCL (NRS 78.411 to 78.444), inclusive, or any successor provisions thereto.

SECTION 9.02. Control Share Provisions. The provisions of Section 378 to 3793 of the NCL (NRS 78.378 to 78.3793), or any successor provisions thereto, shall not apply to the Corporation or to any acquisition of a controlling interest by any current or future holder of Common Stock or Preferred Stock of the Corporation.

ARTICLE X

AMENDMENTS

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation), the affirmative vote of the holders of 80% or more of the Voting Power of the outstanding Voting Stock shall be required to amend, alter, change or repeal Section 6.02 of Article VI, Article VII, Article VIII or this Article X.

ARTICLE XI

CERTAIN PRE-SEPARATION AGREEMENTS

No contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof) entered into between the Corporation or any of its Subsidiaries, on the one hand, and Extendicare Inc. (or any successor thereto) or any of its Subsidiaries, on the other hand, before the Corporation ceased to be a Subsidiary of Extendicare Inc. or the subsequent performance thereof by the Corporation or any of its Subsidiaries shall be void or voidable or be considered unfair to the Corporation or any of its Subsidiaries for the reason that Extendicare Inc. (or any successor thereto) is a party thereto, or because any officer, director or employee of Extendicare Inc. (or any successor thereto) is a party thereto, or because any officer, director or employee of Extendicare Inc. (or any successor thereto) was present at or participated in any meeting of the Board, or committee thereof, of the Corporation, or the board of directors, or committee thereof, of a Subsidiary of the Corporation, that authorized the contract, agreement, arrangement or transaction (or any amendment, modification or termination thereof), or because his, her or their votes were counted for such purpose. No such contract, agreement, arrangement or transaction (or the amendment, modification or termination thereof) or the subsequent performance thereof by the Corporation or any of its Subsidiaries shall be considered to be contrary to any fiduciary duty owed to the Corporation or any Subsidiary of the Corporation or to any of their respective stockholders by Extendicare Inc. (or any successor thereto) or any of its Subsidiaries or by any of their officers, directors or employees (including any officer, director or employee of the Corporation who may have been an officer, director or employee of Extendicare Inc. or its Subsidiaries) and each such officer, director or employee shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and its Subsidiaries, and shall be deemed not to have breached his or her duties of loyalty to the Corporation or its Subsidiaries and their respective stockholders, and not to have derived an improper personal benefit therefrom. No officer, director or employee of the Corporation or its Subsidiaries shall have or be under any fiduciary duty to the Corporation or its Subsidiaries or its stockholders to refrain from acting on behalf of any such Corporation or Subsidiary in respect of any such contract, agreement, arrangement or transaction (or the amendment, modification, or termination thereof) or to refrain from performing any such contract, agreement, arrangement or transaction (or the amendment, modification or termination thereof) in accordance with its terms.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by the of the Corporation on this day of , 2006.

Name:
Title:

EXHIBIT 3.2

AMENDED AND RESTATED

BYLAWS

OF

ASSISTED LIVING CONCEPTS, INC.

(hereinafter, the "Corporation")

ARTICLE I

Offices and Records

Section 1. Principal Executive Office. The Board of Directors (the "Board") shall fix the location of the principal executive office of the Corporation at any place within or without the State of Nevada. The Board shall fix and designate a registered business office in the State of Nevada.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Nevada as the Board may from time to time determine or the business of the Corporation may require.

Section 3. Records. The books and records of the Corporation may be kept outside of the State of Nevada at such place or places as may from time to time be designated by the Board.

ARTICLE II

Stockholders

Section 1. Place of Meetings. All meetings of the stockholders shall be held at such time and place, either within or without the State of Nevada as shall be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the Corporation.

Section 2. Annual Meetings. (a) *Notice of Meeting.* The annual meetings of the stockholders shall be held on such date and at such time as shall be designated from time to time by the Board and stated in the notice of the meeting, for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting in accordance with these Bylaws. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, notice is given when deposited in the

United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the Corporation.

(b) *Notice of Stockholder Business*. To be properly brought before the annual meeting, business must be either: (i) specified in the notice of annual meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by a stockholder. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive office of the Corporation, not less than fifty (50) days nor more than seventy-five (75) days prior to the anniversary date of the immediately preceding annual meeting; provided, however, that for the purpose of calculating the timeliness of stockholder notices for the 2007 annual meeting, the date of the immediately preceding annual meeting shall be deemed to be May 15, 2006; provided, further, with respect to any annual meeting other than the 2007 annual meeting, in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder must be given not later than fifteen (15) days following the earlier of the date on which notice of the annual meeting was mailed to stockholders or the date on which public disclosure of the annual meeting was made. A stockholder's notice to the Secretary shall set forth: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the stockholder proposing such business, (iii) the class, series and number of shares of the Corporation which are beneficially owned by the stockholder and (iv) any material interest of the stockholder in such business. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Article II, Section 2. The Chairman of the annual meeting shall, if the facts warrant, determine and declare to the annual meeting that business was not properly brought before the annual meeting in accordance with the provisions of this Article II, Section 2, and if he or she should so determine, he or she shall so declare to the annual meeting and any such business not properly brought before the meeting shall not be transacted.

Section 3. Special Meetings. Unless otherwise prescribed by law or provided by the resolution or resolutions adopted by the Board designating the rights, powers and preferences of any series of preferred stock and the certificate of designations filed by the Corporation with respect thereto (collectively, "Certificate of Designations"), and except as set forth in the Amended and Restated Articles of Incorporation of the Corporation (the "Articles of Incorporation"), special meetings of the stockholders, for any purpose or purposes, may be called only at the request in writing of a majority of the Board. Such request shall state the purpose or purposes of the proposed meeting.

Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the Corporation.

Section 4. Quorum. Unless otherwise required by law, the Articles of Incorporation, any Certificate of Designations or these Bylaws, the holders of a majority in total voting power of the capital stock issued and outstanding and entitled to vote generally in the election of directors ("Voting Stock"), present in person or represented by proxy, shall constitute a quorum at a meeting of the stockholders for the transaction of business, except that when specified business is to be voted on by a class or series of stock voting as a separate class or series, the holders of a majority in total voting power of the issued and outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. The Chairman of the meeting or the holders of a majority of the votes entitled to be cast by the stockholders who are present in person or by proxy may adjourn the meeting from time to time whether or not a quorum is present. In such event, notice need not be given of the date, time or place of the adjourned meeting if they are announced at the meeting at which the adjournment is taken. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, unless a different period is prescribed by applicable law.

Section 5. Voting. Election of directors at all meetings of the stockholders at which directors are to be elected shall be by ballot and, subject to the rights of the holders of any series of preferred stock to elect directors under specified circumstances, a plurality of the votes cast thereat shall elect directors. Except as otherwise provided by law, the Articles of Incorporation, any Certificate of Designations or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of at least a majority of the total number of votes cast with respect to a matter shall be the act of the stockholders. No stockholder shall be entitled to exercise any right of cumulative voting. Every reference in these Bylaws to a majority or other proportion of shares, or a majority or other proportion of the votes of the capital stock (or any one or more classes or series of the capital stock) shall refer to such majority or other proportion of the votes to which such shares of capital stock entitle their holders to cast as provided in the Articles of Incorporation (sometimes referred to herein as the "voting power").

Section 6. Conduct of Business. The Chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The Chairman shall have the power to adjourn the meeting to another place, date and time.

Section 7. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Articles of Incorporation or any Certificate of Designations, any action required or permitted to be taken at any meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of all of the outstanding capital stock entitled to vote thereon.

Section 8. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order for each class of stock, and showing the address of each stockholder and the number of shares and class of stock registered in the name of each stockholder. Such list shall be open to examination by any stockholder at the time and place where the meeting is to be held. The stock ledger of the Corporation shall constitute the list required by this Section 8 and shall be the only evidence as to who are the stockholders entitled to examine the stock ledger or to vote in person or by proxy at any meeting of stockholders.

Section 9. Inspectors of Elections; Opening and Closing the Polls. The Board shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the Chairman of the meeting shall appoint one or more inspectors to act at the meeting.

The Chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting

ARTICLE III

Directors

Section 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authorities expressly conferred upon the Board by these Bylaws, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Articles of Incorporation or these Bylaws required to be exercised or done by the stockholders.

Section 2. Number of Directors; Nomination; Removal. (a) *Number of Directors*. Subject to any limitations in the laws of the State of Nevada, the Articles of

Incorporation or the rights of the holders of any series of preferred stock to elect directors under specified circumstances, the number of directors shall be fixed, and may be increased or decreased from time to time, exclusively by a resolution adopted by a majority of the entire Board. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his or her term of office. For purposes of these Bylaws, the term "entire Board" means the total number of directors fixed by the Board from time to time, disregarding any vacancies or unfilled newly created directorships.

(b) *Nominations*. Nominations of persons for election to the Board of the Corporation at the annual meeting may only be made at such meeting (i) by or at the direction of the Board, (ii) by any committee or persons appointed by the Board or (iii) by any stockholder at the meeting who complies with the notice procedures set forth in this Section 2 of Article III. Such nominations by any stockholder shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than fifty (50) days nor more than seventy-five (75) days prior to the anniversary date of the immediately preceding annual meeting; provided, however, that for the purpose of calculating the timeliness of stockholder notices for the 2007 annual meeting, the date of the immediately preceding annual meeting shall be deemed to be May 15, 2006; provided, further, with respect to any annual meeting other than the 2007 annual meeting, in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder must be given not later than fifteen (15) days following the earlier of the date on which notice of the annual meeting was mailed to stockholders or the date on which public disclosure of the annual meeting was made. Such stockholder's notice to the Secretary shall set forth (i) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class, series and number of shares of capital stock of the Corporation which are beneficially owned by the person and (d) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to the Rules and Regulations of the Securities and Exchange Commission under Section 14 of the Securities Exchange Act of 1934, as amended; and (ii) as to the stockholder giving the notice, (a) the name and record address of the stockholder and (b) the class, series and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein. The Chairman of the annual meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

(c) *Removal*. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 5 of this Article III, and each director elected shall hold office until his or her successor is elected and qualified; provided, however, that unless otherwise restricted by the Articles of Incorporation, any Certificate of Designations or by law, any director or the entire Board may be removed, either with or without cause, from the Board at any meeting of stockholders by the holders of two-thirds ($^{2}/_{3}$) in total voting power of the Voting Stock.

Section 3. Qualification and Election of Directors. Directors need not be stockholders or citizens or residents of the United States of America. Each of the directors shall hold office until his or her resignation or removal in the manner hereinafter provided.

Section 4. Resignations. Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 5. Vacancies. Except as otherwise provided by a Certificate of Designations, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board, or by the sole remaining director. Any director so chosen shall hold office until his or her successor shall be elected and qualified at the next annual meeting of stockholders. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 6. Meetings. Meetings of the Board shall be held at such place or places, on such date or dates, and such time or times as shall have been established by the Board and publicized among directors. A notice of each regular meeting shall not be required.

Section 7. Special Meetings. Special meetings of the Board may be called by the Chairman of the Board, the President or by any two directors on twenty-four (24) hours notice to each director, either personally, by mail or by facsimile or other electronic transmission. The person or persons authorized to call special meetings of the Board may fix the place and time of the meetings.

Section 8. Quorum. Unless otherwise provided by law, the Articles of Incorporation or any Certificate of Designations, at all meetings of the Board, a majority of the entire Board, less any vacancies, shall constitute a quorum for the transaction of business and the vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is fixed, such sole director shall constitute a quorum.

Section 9. Action by Consent of Board. Any action required or permitted to be taken at any meeting of the Board, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. Meeting by Means of Conference Telephone. Members of the Board, or any committee thereof, may participate in a meeting of the Board, or any committee, by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 11. Committees. The Board may, by resolution or resolutions passed by a majority of the entire Board, less any vacancies, designate from among its members one or more committees; provided that no committee shall have the power or authority to: (i) fill a vacancy in the Board or in a committee thereof, (ii) amend or repeal any Bylaw or adopt any new Bylaw, (iii) amend or repeal any resolution of the Board, (iv) increase the number of directors on the Board or (v) remove any director. Members of any committee shall hold office for such period as may be prescribed by the vote of the entire Board, subject, however, to removal at any time by the majority vote of the entire Board. Vacancies in membership of such committees shall be filled by majority vote of the entire Board. Committees may adopt their own rules of procedures and may meet at stated times or on such notice as they may determine. Each committee shall keep a record of its proceedings and report the same to the Board when required.

Section 12. Compensation. The Board shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

Officers

Section 1. General. The elected officers of the Corporation shall be a Chairman of the Board, a President, a Secretary, a Treasurer and such other officers (including, without limitation, one or more Vice Presidents, a Chief Operating Officer and a Chief Financial Officer) as the Board from time to time may deem proper. The Chairman of the Board shall be chosen from among the directors. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have such powers and duties as from time to time may be conferred by the Board or by any committee thereof. The Board, or any committee thereof, may from time to time elect, or the Chairman of the Board or the President may appoint, such other officers (including one or more Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Controllers) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board, or such committee, or by the Chairman of the Board or President, as the case may be.

Section 2. Election and Term of Office. The elected officers of the Corporation shall be elected annually by the Board at the regular meeting of the Board held after the annual meeting of the stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign, but any officer may be removed from office at any time by the Board or, except in the case of an officer or agent elected by the Board, by the Chairman of the Board or President. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 3. Chairman of the Board. The Chairman of the Board shall be the Chairman of all meetings of the stockholders and shall preside at all meetings of the Board. The Chairman shall have the power to designate any other person as the Chairman of any meeting of stockholders. Except where by law the signature of the President is required, the Chairman of the Board shall possess the power to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board. The Chairman of the Board shall perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board.

Section 4. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by any officer of the Corporation and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present, in each case subject to having obtained the requisite approvals from the Board and stockholders with respect to any such matter. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 5. Vice Chairman. The Vice Chairman of the Board, if one shall be appointed, or the Vice Chairmen, if there shall be more than one, shall perform such duties and may exercise such other powers as from time to time may be assigned by these Bylaws, the Board or the Chairman of the Board. In the absence or disability of the Chairman of the Board, the Vice Chairman shall preside at meetings of the stockholders and the Board.

Section 6. President. The President shall preside at meetings of the stockholders and the Board in the absence of the Chairman of the Board. The President shall in addition be the Chief Executive Officer of the Corporation and shall exercise general and active supervision over and management of the property, affairs and business of the Corporation and shall authorize other officers of the Corporation to exercise such powers as he or she, in his or her discretion, may deem to be in the best interests of the Corporation. The President shall, in general, perform all duties incident to the office of President and shall have such other duties as the Board may from time to time prescribe.

Section 7. Vice Presidents. The Vice President, or Vice Presidents, if any shall be appointed, shall have such duties as the Board, the President or these Bylaws may from time to time prescribe. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board, or if not ranked, the Vice President designated by the Board, shall perform all duties of the President, and when so acting shall have all the powers of and be subject to all restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board.

Section 8. Chief Financial Officer. The Chief Financial Officer, if any, shall act in an executive financial capacity. He or she shall assist the Chairman of the Board and the President in the general supervision of the Corporation’s financial policies and affairs.

Section 9. Treasurer. The Treasurer shall have custody of the Corporation’s funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board. He or she shall disburse the funds of the Corporation as may be ordered by the Board or the President, taking proper vouchers for such disbursements. He or she shall have such further powers and duties and shall be subject to such directions as may be granted or imposed upon him or her from time to time by the Board, the Chairman of the Board or the President.

Section 10. Secretary. The Secretary shall keep, or cause to be kept, in one or more information storage devices provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the stockholders. In addition, he or she shall see that all notices are duly given in accordance with the provisions of the Articles of Incorporation, these Bylaws and as required by law. He or she shall be custodian of the records and the seal of the Corporation, shall affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and to all other documents to be executed on behalf of the Corporation under its seal, and shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed. In general, he or she shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board, the Chairman of the Board or the President.

Section 11. Assistant Treasurers and Assistant Secretaries. Assistant Treasurers and Assistant Secretaries, if any, shall perform such duties as from time to time shall be assigned to them by the Board, the Chairman of the Board, the President, or by the Treasurer or Secretary, respectively. An Assistant Treasurer or Assistant Secretary need not be an officer of the Corporation.

Section 12. Vacancies. Any newly created elected office and any vacancy in any elected office because of death, resignation or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board. Any vacancy in an office appointed by the Chairman of the Board or the President because of death, resignation or removal may be filled by the Chairman of the Board or the President.

ARTICLE V

Stock

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman or the Vice Chairman of the Board, or the President or a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him or her in the Corporation.

Section 2. Signatures. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent, or registrar on the date of issue.

Section 3. Lost Certificates. The Board may direct a new certificate to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to advertise the same in such manner as the Board shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Except as otherwise provided by law, the Articles of Incorporation, any Certificate of Designations or these Bylaws, upon surrender to the Corporation, or the transfer agent of the Corporation, of a certificate or shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action; provided, however, that if no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day immediately preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for the purpose of any other lawful action, the record date shall be at the close of business on the day on which the Board adopts a resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

Notices

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation, any Certificate of Designations or these Bylaws, to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by facsimile or other electronic transmission or as otherwise permitted by law.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation, any Certificate of Designations or these Bylaws, to be given to any director or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director or a stockholder in person or by proxy at such a meeting shall constitute a waiver of notice to such director or stockholder of such meeting, except when such director or stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

General Provisions

Section 1. Dividends. Subject to applicable law and the provisions of the Articles of Incorporation and any Certificate of Designations, dividends upon the capital stock of the Corporation may be declared by the Board at any meeting, and may be paid in cash or in property. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for any proper purpose, and the Board may modify or abolish any such reserve.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the calendar year, or such other period as may be adopted by resolution of the Board.

Section 3. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Nevada." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced.

ARTICLE VIII

Indemnification

Section 1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was, or has agreed to become, a director, officer, agent or employee of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee, fiduciary, agent or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity or in any other capacity while serving as a director, officer, partner, employee, fiduciary, agent or trustee, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines, taxes in respect of the Employee Retirement Income Security Act of 1974 ("ERISA") or penalties and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee (i) is not liable pursuant to Chapter 78 of the Nevada Revised Statutes (the "NCL"), Title 7, Section 138, or any successor thereto or (ii) acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee is liable pursuant to Section 138 of the NCL or that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee (i) is not liable pursuant to Section 138 of the NCL or (ii) acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under this Article VIII, Section 2 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which such court deems proper.

Section 3. Indemnification for Expenses of Successful Party. Notwithstanding any other provisions of this Article VIII (but subject to Section 8 of this Article VIII), to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VIII, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that Indemnitee had reasonable cause to believe his conduct was unlawful, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

Section 4. Advance of Expenses. In the event of any threatened or pending action, suit, proceeding or investigation of which the Corporation receives notice under this Article VIII, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined by final judicial decision from which there is no further right to appeal that Indemnitee is not entitled to be indemnified by the Corporation. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment. Any advances or undertakings to repay pursuant to this Section 4 shall be unsecured and interest-free.

Section 5. Notification and Defense of Claim. As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Indemnitee for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit, proceeding or investigation, other than as provided below in this Article VIII, Section 5. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit, proceeding or investigation or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article VIII. The Corporation shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above. The Corporation shall not be required to indemnify Indemnitee under this Article VIII for any amounts paid in settlement of any action, suit, proceeding or investigation effected without its written consent. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

Section 6. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Sections 1, 2, 3 or 4 of this Article VIII, an Indemnitee shall submit to the Corporation a written request. Any such indemnification or advancement of expenses shall be made as soon as practicable after written demand by Indemnitee therefor is presented to the Corporation, and in any event within (i) in the case of indemnification under Section 3 or Section 4, 20 business days after receipt by the Corporation of the written request of Indemnitee, or (ii) in the case of all other indemnification, 45 business days after receipt by the Corporation of the written request of Indemnitee, unless with respect to requests under this clause (ii), the Corporation (y) has assumed the defense pursuant to Section 5 of this Article VIII (and none of the circumstances described in Section 5 of this Article VIII that would nonetheless entitle Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (z) has determined, by clear and convincing evidence, within such 45 business-day period referred to above, that Indemnitee did not meet the applicable standard of conduct. Such determination, and any determination that advanced expenses must be repaid to the Corporation, shall be made in each instance (i) if requested by the Indemnitee, by independent legal counsel in a written opinion or (ii) if no request is made by the Indemnitee for a determination by independent legal counsel, (A) by the Board by a majority vote of a quorum consisting solely of directors who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), or (B) if a quorum of the Board consisting of disinterested directors is not obtainable or, even if obtainable, such quorum of disinterested directors so directs, by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (C) if a quorum of disinterested directors so directs, by the stockholders of the Corporation.

Section 7. Remedies. The right to indemnification or advancement of expenses as granted by this Article VIII shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 of this Article VIII that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. In any suit brought by Indemnitee to enforce a right to indemnification, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation. Indemnitee's expenses (including attorneys' fees) reasonably incurred in connection with any action instituted by Indemnitee to enforce or interpret its right to indemnification, in whole or in part, shall also be indemnified by the Corporation, regardless of whether Indemnitee is ultimately successful in such action, unless as a part of such action a court of competent jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous; provided, however, that until such final judicial determination is made, Indemnitee shall be entitled under Section 4 of this Article VIII to advancement of expenses with respect to such action.

Section 8. Limitations. Notwithstanding anything to the contrary in this Article, except as set forth in Section 7 of this Article VIII, the Corporation shall not indemnify an Indemnitee pursuant to this Article VIII in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of the Corporation. Notwithstanding anything to the contrary in this Article VIII, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

Section 9. Subsequent Amendment. No amendment, termination or repeal of this Article VIII or of the relevant provisions of the NCL or any other applicable laws shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

Section 10. Other Rights. Notwithstanding any provision in these Bylaws to the contrary, the Corporation shall, to the fullest extent permitted by Nevada law, indemnify and hold harmless any person made or threatened to be made a party to any action by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee or agent of the Corporation, or while a director, officer, employee or agent of the Corporation is or was serving, at the Corporation's request, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director or officer, employee or agent. The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any statute, provision of the Articles of Incorporation or these Bylaws, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of any such Indemnitee. Nothing contained in this Article VIII shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers, directors, employees and agents providing indemnification rights and procedures different from those set forth in this Article VIII. In addition, the Corporation may, to the extent authorized from time to time by the Board, grant indemnification rights to other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article VIII.

Section 11. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article VIII to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), liabilities, losses, judgments, fines, ERISA taxes or penalties or amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), liabilities, losses, judgments, fines, ERISA taxes or penalties or amounts paid in settlement to which Indemnitee is entitled.

Section 12. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the NCL.

Section 13. Savings Clause. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), liabilities, losses, judgments, fines, ERISA taxes or penalties and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this

Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 14. Subsequent Legislation. If the NCL is amended after adoption of this Article VIII to expand further the indemnification permitted to Indemnitees, then the Corporation shall indemnify such persons to the fullest extent permitted by the NCL, as so amended.

ARTICLE IX

Amendments

Section 1. Amendments, etc. (a) Any provision of these Bylaws may be altered, amended or repealed at the annual or any regular meeting of the Board without prior notice, or at any special meeting of the Board if notice of such alteration or repeal be contained in the notice of such special meeting.

(b) These Bylaws may also be altered, amended or repealed at a duly convened meeting of the stockholders by the affirmative vote of a majority in total voting power of the Voting Stock; provided, however, that the affirmative vote of the holders of at least 80% of the total voting power of the Voting Stock shall be required for the stockholders (but, for clarity, such approvals shall not be required with respect to alterations, amendments or repeals by the Board) to amend, alter or repeal, or adopt any Bylaw inconsistent with any of the following provisions of these Bylaws: Sections 2, 3, 4, 5, 6, and 7 of Article II; Sections 1, 2 and 5 of Article III; Article VIII and this Section 1(b) of Article IX or, in each case, any successor provision (including, without limitation, any such article or section as renumbered as a result of any amendment, alteration, change, repeal or adoption of any other Bylaw).

EXHIBIT 10.2 TO THE SEPARATION AGREEMENT

TAX ALLOCATION AGREEMENT dated as of , 2006 (this "Agreement"), among EXTENDICARE, INC., a Canadian corporation ("Extendicare"), EXTENDICARE HOLDINGS, INC., a Wisconsin corporation and indirect, wholly owned subsidiary of Extendicare ("EHI"), and ASSISTED LIVING CONCEPTS, INC., a Nevada corporation and, prior to the Separation, an indirect, wholly owned subsidiary of EHI ("ALC" and, collectively with EHI and Extendicare, the "Companies").

WHEREAS, as of the date of this Agreement, EHI and ALC belong to an Affiliated Group that has elected to file consolidated U.S. federal income Tax Returns;

WHEREAS, as of the date of this Agreement, ALC is a direct, wholly owned subsidiary of Extendicare Health Services, Inc. ("EHSI").

WHEREAS, Extendicare will purchase the stock of ALC from EHSI in exchange for a note with a face amount equal to the fair market value of ALC (the "ALC Purchase");

WHEREAS, ALC will reorganize its share capital to create two classes of common shares (the ALC Multiple Voting Shares and the ALC Subordinate Voting Shares) which will have similar voting rights to the subordinate voting and multiple voting common shares of Extendicare, respectively;

WHEREAS, pursuant to the Plan of Arrangement, the existing subordinate voting shareholders of Extendicare (other than any dissenters) will exchange each existing Extendicare Share for one new Extendicare Share and one ALC Subordinate Voting Share and the multiple voting shareholders of Extendicare (other than any dissenters) will exchange each existing Extendicare Share for 1.075 new Extendicare Shares and one ALC Multiple Voting Share ("the ALC Distribution");

WHEREAS, pursuant to the Plan of Arrangement and immediately after the ALC Distribution, the new Extendicare Shares will be transferred to Newco for Newco Notes or, at the election of certain holders, to the Holding Partnership in exchange for units of Holding Partnership, and the Newco Notes will then immediately be transferred to Extendicare REIT in exchange for REIT Units (the "Conversion" and, together with the ALC Distribution, the "Separation"); and

WHEREAS, the Companies desire to allocate the Tax liabilities and benefits of transactions that occur on or prior to, and that may occur after, the date on which the Separation occurs (the "Separation Date") and to provide for certain other Tax matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Companies (each on behalf of itself, each of its Affiliates and its future Affiliates) hereby agree as follows:

ARTICLE I

Definitions

The following terms shall have the following meanings:

"Adjustment Request" means any claim or request filed with any governmental authority for any adjustment of Tax, Refund or change in available Tax attributes.

"Affiliate" of any person means any other person that, after the Separation, controls, is controlled by, or is under common control with such person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

"Affiliated Group" means an affiliated group of corporations within the meaning of Section 1504(a) of the Code, or any analogous concept under local, state or foreign law for the taxable period in question.

"Agreement" is defined in the preamble.

"ALC" is defined in the preamble.

"ALC Distribution" is defined in the recitals.

"ALC Group" means ALC and its Affiliates.

"ALC Multiple Voting Shares" is defined in the Plan of Arrangement.

"ALC Purchase" is defined in the recitals.

"ALC Subordinate Voting Shares" is defined in the Plan of Arrangement.

"Applicable Rate" means the sum of (i) the prime rate of interest per annum published in the print edition of the Wall Street Journal, the international daily newspaper published in New York City, and (ii) 2%; each change in the prime rate shall be effective from and including the date such change is published in the Wall Street Journal.

"Arrangement Agreement" means the Arrangement Agreement, dated as of , 2006, between , Extendicare REIT, the Trust, Extendicare Holding General Partner Inc., Holding Partnership, Extendicare, Newco, ULC and ALC.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" is defined in the preamble.

"Conversion" is defined in the recitals.

"Due Date" means, with respect to any Tax Return, the date on which such Tax Return is due to be filed with the appropriate Taxing Authority pursuant to applicable law, giving effect to any applicable extensions.

"EHI" is defined in the preamble.

"EHSI" is defined in the recitals.

"Employee Benefits Services Agreement" is defined in the Separation Agreement.

"Extendicare" is defined in the preamble.

"Extendicare Group" means Extendicare and its Affiliates. For the avoidance of doubt, the Extendicare Group excludes any entity that is a member of the ALC Group.

"Extendicare REIT" means Extendicare Real Estate Investment Trust, a trust established under the laws of the Province of Ontario.

"Extendicare Shares" is defined in the Plan of Arrangement.

"Final Determination" means the final resolution of liability for any Tax for any taxable period by or as a result of: (i) a final and unappealable decision, judgment, decree or other order by any court of competent jurisdiction; (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Code Sections 7121 or 7122 or a comparable settlement, agreement or accepted offer in compromise under the laws of another jurisdiction; (iii) any allowance of a Refund, but only after the expiration of all periods during which such Refund may be recovered by the Taxing Authority imposing the Tax; or (iv) any other final disposition, including by reason of the expiration of the applicable statute of limitations.

"Group" means the Extendicare Group or the ALC Group, or both, as the context requires.

"Holding Partnership" is defined in the Plan of Arrangement.

“Indemnifying Party” has the meaning set forth in Section 5.01.

“Indemnitee” has the meaning set forth in Section 5.01.

“Intended Tax Treatment” has the meaning set forth in Section 4.01.

“IRS” means the United States Internal Revenue Service.

“Joint Return” means any Return for an Affiliated Group that includes both a member of the Extendicare Group and a member of the ALC Group.

“Newco” is defined in the Plan of Arrangement.

“Newco Notes” is defined in the Plan of Arrangement.

“Past Practices” has the meaning set forth in Section 3.03.

“Plan of Arrangement” means the Plan of Arrangement, concluded in connection with the Arrangement Agreement.

“Pre-Separation Period” means any taxable period (or portion thereof) ending on or before the Separation Date.

“Refund” means any cash refund of Tax or reduction of Tax by means of credit, offset or otherwise.

“Separate Return” means (i) in the case of the ALC Group, a Tax Return of any member of that Group (including any consolidated, combined, affiliated or unitary Return) that does not include, for all or any portion of the relevant taxable period, any member of the Extendicare Group and (ii) in the case of the Extendicare Group, a Tax Return of any member of that Group (including any consolidated, combined, affiliated or unitary Return) that does not include, for all or any portion of the relevant taxable period, any member of the ALC Group.

“Separation” is defined in the recitals.

“Separation Agreement” means the Separation Agreement, dated as of   , 2006, between Extendicare REIT and ALC.

“Separation Date” is defined in the recitals.

“Tax” means all forms of taxation, levies or duties imposed, or required to be collected or withheld, including charges, together with any related interest, penalties or other additional amounts. For the avoidance of doubt, Tax includes Canadian employment insurance premiums, Canada or provincial pension plan contributions, Canadian employee health premiums and Canadian workers’ compensation premiums imposed by the government of Canada or a province of Canada.

"Tax Advisor" means a U.S. tax counsel or other tax advisor of recognized national standing.

"Tax Contest" means an audit, review, examination, assessment, reassessment or any other administrative or judicial proceeding with the purpose or effect of determining or redetermining Tax (including any administrative or judicial review of any Adjustment Request).

"Tax Dispute" means any dispute arising in connection with this Agreement.

"Tax Return" or "Return" means any return, filing, report, questionnaire, information statement, claim for refund, or other document required or permitted to be filed, including any amendments that may be filed, for any taxable period with any Taxing Authority (whether or not a payment is required to be made with respect to such filing).

"Taxing Authority" means any governmental authority that imposes, assesses or collects Tax, including the IRS, any U.S. state or local taxing authority, the Canada Revenue Agency, the Ontario Ministry of Finance and any other relevant provincial taxing authority.

"Transaction Agreements" means this Agreement, the Arrangement Agreement, the Plan of Arrangement and the Separation Agreement.

"Transactions" means the transactions described on Exhibit [A], including the ALC Purchase, the ALC Distribution and the Conversion, and any other transactions related thereto or otherwise contemplated by the Transaction Agreements.

"Trust" is defined in the Plan of Arrangement.

"ULC" is defined in the Plan of Arrangement.

"ULC Notes" is defined in the Plan of Arrangement.

ARTICLE II

Liability For Tax

SECTION 2.01. Ordinary Course Tax. (a) Subject to Section 2.03, ALC shall be liable, and shall indemnify and hold the Extendicare Group harmless, for all Tax that is attributable to members of the ALC Group for all periods. [In the case of any Tax the liability for which would be determined on a consolidated, combined, affiliated, unitary or similar basis, the amount of Tax "attributable to" the ALC Group shall be determined in accordance with the principles described in Exhibit B.

(b) EHI shall be liable, and shall indemnify and hold the ALC Group harmless, for all Tax that is attributable to members of the Extendicare Group for all periods. The amount of Tax "attributable to" members of the Extendicare Group shall be determined in accordance with the principles described in Exhibit B.

(c) For purposes of this Section 2.01, all Tax that is attributable to each Assisted Living Facility listed on Schedule 2.01(c) (i) shall be treated as attributable to the Extendicare Group for all periods (or portion thereof) ending on or before the date listed on Schedule 2.01(c) with respect to such Assisted Living Facility and (ii) shall be treated as attributable to the ALC Group for all periods (or portion thereof) beginning after the date listed on Schedule 2.01(c) with respect to such Assisted Living Facility.

(d) EHI and ALC shall agree on a reasonable apportionment between the Extendicare Group and the ALC Group of any existing limitation under Code Section 382 that applies to any net operating loss carryforwards in the existing Extendicare Group, and any comparable limitations under state or local law.

SECTION 2.02. Transaction Taxes. EHI shall be liable, and shall indemnify and hold the ALC Group harmless, for any Tax resulting from, or arising in connection with, the Transactions.

SECTION 2.03. Refunds. Any Refund attributable to (i) any Tax for which any member of the ALC Group is responsible under this Article II shall be for the account of ALC and (ii) any Tax for which any member of the Extendicare Group is responsible under this Article II shall be for the account of EHI. To the extent a party receives a Refund that is for the account of the other party under the preceding sentence, the recipient-party shall pay or cause to be paid the amount of the Refund to the other party. If all or any portion of such Refund is not paid to the other party within 30 days after receipt, interest shall accrue on the unpaid portion of such Refund at the Applicable Rate compounded quarterly.

SECTION 2.04. Tax Sharing Agreements. Except as set forth in this Agreement, any and all existing Tax sharing agreements, arrangements, understandings and practices regarding Tax and its payment, allocation or sharing between any member of the ALC Group and any member of the Extendicare Group shall be terminated as of the Separation. This Section 2.04 does not address any Tax sharing agreements solely between members of the ALC Group or solely between members of the Extendicare Group.

ARTICLE III

Preparation and Filing of Tax Returns

SECTION 3.01. Extendicare Responsibility. (a) Subject to paragraph (b), EHI shall make all determinations with respect to, shall have ultimate control over the preparation of, and shall file all (i) Joint Returns and (ii) Extendicare Separate Returns, in each case as it determines to be mandatory or advisable and for all taxable periods.

(b) If, in connection with the preparation of any Joint Return, EHI modifies any information relating to, or provided in, the pro forma federal and state income Tax Returns or other information related to members of the ALC Group prepared by ALC and provided to EHI pursuant to Section 3.02, the portions of the Joint Returns that include such information shall be submitted to ALC no later than 15 days prior to the Due Date for such Joint Returns (or if such Due Date is within 15 days following the Separation Date, as promptly as practicable following the Separation Date). Within 5 days after delivery of any such revised portions of any Joint Return, ALC shall provide comments to EHI in writing where ALC objects to any revisions that could, in its reasonable discretion, be expected to adversely impact any member of the ALC Group. Such ALC comments shall be incorporated into the Joint Return.

SECTION 3.02. ALC Responsibility. (a) ALC shall make all determinations with respect to, shall have ultimate control over the preparation of, and shall file all ALC Separate Returns as it determines to be mandatory or advisable and for all taxable periods.

(b) ALC shall prepare and provide to EHI all pro forma federal and state income Tax Returns and other information related to members of the ALC Group required to complete any Joint Return, at least 30 days prior to the Due Date of the relevant Joint Return.

SECTION 3.03. Tax Accounting Practices. Any Tax Return for any Pre-Separation Period shall be prepared in accordance with practices, accounting methods, elections, conventions and Tax positions used with respect to the Tax Return in question for periods prior to the Separation ("Past Practices"), and, in the case of any item the treatment of which is not addressed by Past Practices, in accordance with generally accepted Tax accounting practices. Notwithstanding the foregoing, for any Tax Return described in the preceding sentence, (i) a party will not be required to follow Past Practices with either the written consent of the other party (not to be unreasonably withheld) or a "should" level opinion from a Tax Advisor that the proposed method of reporting is correct and (ii) all Tax Returns shall be filed in a manner consistent with the Intended Tax Treatment, unless otherwise required by a Final Determination.

SECTION 3.04. Right to Review Tax Returns. Upon request, each party shall make available to the other party the portion of Pre-Separation Period Tax Returns that relates to the ALC Group that the first party is responsible for preparing under this Article III.

SECTION 3.05. Payment of Tax. The party responsible under this Agreement for preparing a Tax Return shall remit, or cause to be remitted, in a timely manner to the appropriate Taxing Authority all Tax due in connection with that Tax Return. For the avoidance of doubt, this Section shall not in any way affect any right of indemnification under this Agreement.

SECTION 3.06. Adjustment Requests. (a) Except with the written consent of EHI (not to be unreasonably withheld), ALC will not file any Adjustment Request with respect to any Joint Return, unless required by law. Except with the written consent of ALC (not to be unreasonably withheld), EHI will not file any Adjustment Request with respect to any Joint Return, unless required by law.

(b) Any Adjustment Request made under this Section 3.06 shall be prepared by the party that filed the Tax Return to be adjusted. The party preparing the Adjustment Request shall be reimbursed for its preparation and filing costs at a rate of $30 per hour, without regard to the identity of the persons assigned to prepare the Adjustment Request, and, if the parties engage a third party to prepare the Adjustment Request, the parties shall bear the out-of-pocket costs of engaging such third party in proportion to the benefit that each would receive from such adjustment.

(c) ALC agrees to waive its right to carry back any loss incurred by any member of the ALC Group during any taxable period following Separation, to the extent permitted by law.

ARTICLE IV

Intended Tax Treatment

SECTION 4.01. Intended Tax Treatment. Each of Extendicare, EHI and ALC agree to treat the Transactions for all U.S. Tax purposes as set out in Exhibit C (the "Intended Tax Treatment"), unless otherwise required by a Final Determination.

ARTICLE V

Tax Contests; Indemnification; Cooperation

SECTION 5.01. Notice. As soon as practicable and, in any event, within 30 days after a party (the "Indemnitee") becomes aware of the existence of a Tax Contest that may give rise to an indemnification claim under this Agreement by it against the other party (the "Indemnifying Party"), the Indemnitee shall notify the Indemnifying Party of the Tax Contest, and thereafter shall promptly forward or make available to the Indemnifying Party copies of notices and communications with a Taxing Authority relating to such Tax Contest.

SECTION 5.02. Control of Tax Contests. (a) EHI shall have sole control over any Tax Contest relating to any Extendicare Separate Returns. In the case of any Tax Contest relating to any Joint Returns for which ALC determines, in its reasonable discretion, that it could be liable for an amount greater than $10,000 under Article II as a result of such Tax Contest, ALC may elect to jointly control, and to have the right to equally participate in, at its own expense, all material activities and decisions (including strategic decisions) with respect to, any such Tax Contest and EHI shall not settle any such Tax Contest without ALC's prior written consent.

(b) ALC shall have sole control over any Tax Contest relating to any ALC Separate Returns; provided, however, that ALC shall notify EHI in writing of, and consult EHI in good faith about all material activities and decisions (including strategic decisions) with respect to, any such Tax Contest.

(c) Where the parties mutually engage a Tax Advisor to assist them in handling, settling or contesting a Tax Contest, any out-of-pocket costs shall be borne ratably by the parties based on their ultimate liability under this Agreement for the Tax to which the Tax Contest relates. In the absence of such mutual agreement, each party shall be liable for its own out-of-pocket costs incurred in handling, settling or contesting a Tax Contest.

SECTION 5.03. Indemnification Payments. (a) Subject to paragraph (b), if an Indemnitee has a claim for an indemnification payment from an Indemnifying Party under this Agreement, the Indemnitee shall promptly provide to the Indemnifying Party notice of such claim, including a description of such claim and a detailed calculation of the amount of the indemnification payment that is claimed; provided, however, that no delay on the part of the Indemnitee in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is actually and materially prejudiced thereby. The Indemnifying Party shall make the claimed payment to the Indemnitee within 45 days after receiving such notice, unless the Indemnifying Party reasonably disputes the amount of, or its liability for, such payment.

(b) No party shall be entitled to receive an indemnification payment under this Agreement more than 5 days before the Tax (including estimated Tax, if any) is required to be paid.

(c) Payments made prior to the Separation by any member of the ALC Group to any member of the Extendicare Group with respect to a particular Tax shall be credited against any indemnity obligation of the ALC Group in respect of such Tax under this Agreement. This Section 5.03(c) shall be applied in a manner consistent with the illustrative examples included in Exhibit D.

SECTION 5.04. Interest on Late Payments. Interest shall accrue with respect to any indemnification payment (including any disputed payment that is ultimately required to be made), not made when due (as determined under Section 5.03 and without regard to whether such payment is disputed), at the Applicable Rate compounded quarterly.

SECTION 5.05. Treatment of Payments. Indemnification payments under this Agreement shall not be adjusted to take into account the Tax treatment of the relevant Indemnitee with respect to such payments or the indemnified items. Any payments made to one party by another party pursuant to this Agreement or the Separation Agreement shall be treated for all Tax purposes as a distribution by, or capital contribution to, ALC, as the case may be, made immediately prior to the ALC Purchase, except to the extent otherwise required by a Final Determination.

SECTION 5.06. Expenses. Except as otherwise provided herein, each party shall bear its own expenses incurred in connection with preparation of Tax Returns, Tax Contests and other matters under this Agreement.

SECTION 5.07. Cooperation. Each member of the Extendicare Group and the ALC Group shall cooperate fully with all reasonable requests from the other party in connection with the preparation and filing of Tax Returns and Adjustment Requests, Tax Contests and other matters covered by this Agreement.

(a) Such cooperation shall include:

(i) the retention until the expiration of the applicable statute of limitations, and the provision upon request, of Tax Returns, books, records (including information regarding ownership and tax basis of property), documentation and other information relating to the Tax Returns, including accompanying schedules, related workpapers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Contest, the filing of a Tax Return or Adjustment Request by a member of the Extendicare Group or the ALC Group, obtaining a tax opinion, a private letter ruling or an advance tax ruling, or other matters covered by this Agreement, including certification (provided in such form as may be required by applicable law or reasonably requested and made to the best of a party's knowledge) of the accuracy and completeness of the information it has supplied;

(iii) the use of the parties' commercially reasonable efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing;

(iv) the use of Extendicare Group's commercially reasonable efforts to assist the ALC Group in obtaining a waiver from Section 1504(a)(3) of the Code, including the making of any representations and the obtaining of any private letter ruling; provided, however, that ALC shall retain sole control over, and be liable, and indemnify and hold the Extendicare Group harmless, for all costs incurred in connection with, the obtaining of such waiver;

(v) the use of the parties' commercially reasonable efforts to make the applicable party's current or former directors, officers, employees, agents and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters; and

(vi) the reasonable use by ALC of Extendicare Group's systems, including any relevant hardware and software, for the preparation and filing of Returns for all tax periods ending on or before the Separation Date.

(b) If a party fails ,without good cause, to comply with any of its obligations set forth in this Section 5.07 upon reasonable request and notice by the other party, and such failure results in the imposition of additional Tax, the nonperforming party shall be liable in full and shall indemnify and hold the other party harmless for such additional Tax.

SECTION 5.08. Confidentiality. Any information or documents provided under this Agreement shall be kept confidential by the recipient-party, except as may otherwise be necessary in connection with the filing of Tax Returns or with any Tax Contest. In addition, if Extendicare, EHI or ALC determines that providing such information could be commercially detrimental, violate any law or agreement or waive any privilege, the parties shall use commercially reasonable efforts to permit compliance with the obligations under this Agreement in a manner that avoids any such harm or consequence.

SECTION 5.09. Retention of Tax Records. If either Extendicare, EHI or ALC intends to dispose of documentation with respect to any Pre-Separation Period, including books, records, Tax Returns and all supporting schedules and information relating thereto (after the expiration of the applicable statute of limitations), of any member of the other Group, they shall provide written notice to the other party describing the documentation to be disposed of 60 days prior to taking such action. The other party may arrange to take delivery of the documentation described in the notice at its own expense during the succeeding 60 day period.

ARTICLE VI

Resolution of Disputes

SECTION 6.01. Tax Disputes. The parties will endeavor to resolve in an amicable manner all disputes arising in connection with this Agreement. The parties shall negotiate in good faith to resolve any Tax Dispute for not less than 45 days. Upon written notice of either party after 45 days, the matter will be referred to a Tax Advisor acceptable to both parties. The Tax Advisor may, in its discretion, obtain the services of any third-party necessary to assist it in resolving the dispute. The Tax Advisor shall provide written notice to the Companies of its resolution of the dispute as soon as practicable, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be binding on the parties and the parties shall take, or cause to be taken, any action necessary to implement the resolution. All fees and expenses of the Tax Advisor shall be shared equally by EHI, on the one hand, and ALC, on the other hand. If, having determined that the dispute must be referred to a Tax Advisor, after 45 days the parties are unable to find a Tax Advisor willing to adjudicate the dispute in question and whom the parties in good faith find acceptable, then the dispute will be resolved pursuant to the procedures described in Section 7.11 of the Separation Agreement, provided, however, that only an arbitrator that qualifies as a Tax Advisor shall be selected.

ARTICLE VII

Miscellaneous and General

SECTION 7.01. Modification or Amendment. The parties may modify or amend this Agreement only by written agreement executed and delivered by duly authorized officers of the respective parties.

SECTION 7.02. Termination. In the event the Arrangement Agreement is terminated pursuant to its terms prior to the Separation, this Agreement shall automatically and simultaneously terminate without the approval of ALC, EHI, Extendicare or the shareholders of Extendicare. In the event of such termination, no party shall have any liability to any other party pursuant to this Agreement, except under Section 5.08. It is understood and agreed that the consummation of the Transactions shall not constitute a termination of this Agreement.

SECTION 7.03. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the parties at the following fax numbers (or at such other address for a party as shall be specified by like notice) of a fax followed by delivery at the following addresses of such notice by overnight courier of an international reputation:

If to Extendicare or EHI, to:

Extendicare Real Estate Investment Trust
3000 Steeles Avenue East
Markham, Ontario
Canada
L3R 9W2

Attention:
Fax:

with a copy to:

Extendicare Health Services, Inc.
111 West Michigan Street
Milwaukee, Wisconsin 53203

Attention: Tax Department
Fax:

If to ALC, to:

Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, Wisconsin 53203

Attention:
Fax:

with a copy to:

Attention:
Fax:

SECTION 7.04. Interpretation. When a reference is made in this Agreement to a Section, Exhibit, Schedule or party, such reference shall be to a Section of, or an Exhibit, Schedule or party to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein", "hereby" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "date hereof" shall refer to the date of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented. References to a person are also to its permitted successors and assigns. IF, AND TO THE EXTENT, THE PROVISIONS OF THIS AGREEMENT CONFLICT WITH THE SEPARATION AGREEMENT, ARRANGEMENT AGREEMENT OR OTHER AGREEMENT BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

SECTION 7.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that objectives contemplated hereby are fulfilled to the extent possible.

SECTION 7.06. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each party need not sign the same counterpart.

SECTION 7.07. Entire Agreement; Third-Party Beneficiaries. This Agreement, taken together with the other Transaction Agreements, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the Transactions. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement.

SECTION 7.08. Certain Obligations. Whenever this Agreement requires any of the Affiliates of any party to take any action, this Agreement will be deemed to include an undertaking on the part of such party to cause such Affiliates to take such action.

SECTION 7.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

SECTION 7.10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 7.11. Survival. Except with respect to Sections 5.07, 5.08 and 5.09, which shall remain in effect without limitation as to time, the provisions in this Agreement shall be unconditional and absolute and shall remain in effect until the expiration of the statute of limitations for all taxable periods that end before or include December 31 of the calendar year in which the Separation occurs and, if later, until the resolution of all disputes under this Agreement that arose during such periods.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers as the date first set forth above.

EXTENDICARE, INC.,

by ______________________________

Name:
Title:

EXTENDICARE HOLDINGS, INC.,

by ______________________________

Name:
Title:

ASSISTED LIVING CONCEPTS, INC.,

by ______________________________

Name:
Title:

Exhibit 10.3

AGREEMENT FOR PAYROLL AND BENEFIT SERVICES

This agreement (the "Agreement") is entered into this day of , 2006 (the "Effective Date") between Extendicare Health Services, Inc., a Delaware corporation, Milwaukee, Wisconsin ("EHSI") and Assisted Living Concepts, Inc., a Nevada corporation, Milwaukee, Wisconsin ("ALC").

Whereas, ALC is currently a wholly owned subsidiary of EHSI; and

Whereas, EHSI currently provides ALC with certain Payroll and Benefit services, as hereafter defined, for all ALC employees; and

Whereas, effective on the Separation Date, as hereafter defined, ALC shall become an independent, public company; and

Whereas, ALC shall continue to need the Payroll and Benefit Services currently provided by EHSI and EHSI is willing to provide such Payroll and Benefit Services;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged between the parties including without limitation the mutual covenants contained in this Agreement, the parties hereby covenant and agree as follows:

1. Payroll Services.

1.1. Payroll Services Defined. EHSI covenants and agrees to provide to ALC, during the Term, as hereafter defined, of this Agreement the specific Payroll Services which are set forth on Exhibit 1.1 hereto, which is incorporated herein by reference (the "Payroll Services"). Exhibit 1.1 sets forth the description of the specific Payroll Services now provided by EHSI to ALC and the hours per month which are needed to provide the Payroll Services. These identical Payroll Services shall continue to be provided to ALC during the Term of this Agreement unless expanded or reduced by ALC as provided for herein.

1.2 Additional Payroll Services. The Payroll services do not include services that may be required upon wage and hour audits, or other specific projects that ALC may request of EHSI. In the event that ALC determines that it needs additional payroll services, EHSI agrees to provide such additional payroll services, provided that EHSI is currently providing such additional payroll services to its own employees. The parties shall agree upon the additional compensation to be provided to EHSI by ALC for such additional payroll services which shall be based upon the actual costs and benefits being paid by EHSI to those employees who will be providing such additional payroll services plus a reasonable markup. The parties shall enter into an Addendum to this Agreement setting forth the terms and conditions governing the delivery of such additional payroll services. Thereafter, such additional payroll services shall be deemed Payroll Services pursuant to this Agreement.

1.2 New Facility Fees. EHSI agrees to provide set-up services for any newly constructed or acquired assisted living facilities (the "New Facilities") that ALC may acquire (the "New Facility Set Up Service"). The new facility set-up fee for each new assisted living facility added by ALC is:

Number of ALF's Added:	Total One Time Set-Up Fee:
Between 1 to 4 ALF's	$ 800.00
Between 5 to 9 ALF's	$2,500.00
Between 10 to 20 ALF's	$3,500.00
More than 20 ALF's	To be negotiated be no less than $170 per facility

2. Employee Benefit Services.

2.1 **Employee Benefit Services Defined**. EHSI covenants and agrees to provide to ALC, during the Term, as hereafter defined, of this Agreement the specific Employee Benefit Services which are set forth on Exhibit 2.1, which is incorporated herein by reference (the "Benefit Services"). Exhibit 2.1 sets forth the description of the specific benefit services now provided by EHSI to ALC and the hours per month which are needed to provide such services. These identical Benefit Services shall continue to be provided to ALC during the Term of this Agreement unless expanded or reduced by ALC as provided for herein.

2.2 **Additional Benefit Services**. In the event that ALC determines that it needs additional benefit services, EHSI agrees to provide such additional benefit services, provided that EHSI is currently providing such additional benefit services to its own employees. The parties shall agree upon the additional compensation to be provided to EHSI by ALC for such additional benefit services which shall be based upon the actual costs and benefits being paid by EHSI to those employees who will be providing such additional benefit services plus a reasonable markup equivalent to the markup provided for the Services. The parties shall enter into an Addendum to this Agreement setting forth the terms and conditions governing the delivery of such additional benefit services. Thereafter, such additional benefit services shall be deemed Benefit Services pursuant to this Agreement.

3. Cancellation or Addition to Payroll and Benefit Services.

In the event that ALC determines that it does not need or plans to add, and EHSI has agreed to add, certain specific Payroll and/or Benefit Services, ALC shall provide a Notice, as hereafter defined, to EHSI at least ninety (90) days in advance of the date the specific Payroll and/or Benefit Services are no longer needed by ALC; and, in such event, an adjustment shall be made by the parties in the Per Check Fee and the Annual and Monthly Fee, as hereafter defined, payable to EHSI by ALC for the Payroll and Benefit Services.

4. **Standard for Performance**. The Payroll and Benefit Services shall be provided to all of ALC's current employees and any future employees hired by ALC during the Term in the same manner and quality as are currently provided to ALC employees and to the employees of EHSI.

5. **Term of the Agreement; Termination.**

5.1 **Initial Term**. The initial term (the "Term") of this Agreement shall be five (5) years commencing on the date ALC becomes an independent, public company (the "Commencement Date) and expiring, unless sooner terminated or extended pursuant to the provisions of this Agreement, on the last day preceding the fifth (5^{th}) anniversary of such Commencement Date (the "Expiration Date"). The parties shall record the Commencement Date and the Expiration Date at such time as the Commencement Date has been established on Exhibit 5.1, which is incorporated herein by reference (the "Term Commencement and Expiration Date"). In the event the Commencement Date is not the first day of the month, the Monthly Fee for the first month of payment shall include the prorated portion of the Monthly Fee from the Commencement Date to the end of the month in which the Commencement Date occurs.

5.2 **Renewal Term**. ALC shall have the absolute right, exercisable within its sole discretion, to extend the Term of this Agreement for one (1) additional period of two (2) years (the "Renewal Term") on the same terms, covenants, and conditions as are set forth in this Agreement, except there shall be no further options to extend the Term or the Renewal Term. The option to extend shall be exercised by a written Notice from ALC to EHSI at least six (6) months prior to the Expiration Date of the Term. The Notice shall be give pursuant to the Notice provisions of this Agreement.

5.3 **Termination Rights**. ALC shall have the absolute right to terminate this Agreement (a) in the event of an uncured default as provided in this Agreement and, further, (b) at anytime and for any reason, during the Term or the Renewal Term upon ninety (90) days prior written Notice . EHSI shall have the right to terminate this Agreement during the Term or the Renewal Term, solely in the event of an uncured default as provided in this Agreement. The right of termination provided to the parties in this Section shall be in addition to any other rights and remedies available to the parties in the event of a default and shall not be the exclusive remedy for an uncured default.

6. Fee for Payroll and Benefit Services.

6.1 <u>The Per-Check Fee</u>.

6.1.1. Per-Check Fee and Fee Annual Procedure and Monthly Payment.

ALC shall pay to EHSI, during the Term of this Agreement including any renewal term, an annual fee based upon the number of checks processed by ALC pursuant to this Agreement (the "Annual Per-Check Fee"). The Annual Per-Check Fee shall be paid by ALC in equal, consecutive monthly installments (the "Monthly Per-Check Fee Payment") based upon the parties estimate of the number of checks to be processed with a annual audit and "true up" of the actual number of checks processed as described below. The monthly payment shall be made on or prior to the fifteenth (15th) day of each month based upon the estimate of the number of checks to be processed. The first Monthly Payment shall be made on the fifteenth (15th) day of the first month following the Commencement Date. If the Commencement Date does not occur on the first (1st) day of the Month the first Monthly Payment shall include both the Monthly Payment due and any prorated portion of the Monthly Payment for the month in which the Commencement Date occurred.

6.1.2 Annual Per-Check Fee Estimate. Monthly Fee Payment. Annual Increase.

The parties agree that the estimated number of checks to be processed for the first (1st) year of the Term is 113,480 and the Per-Check fee (the "Per-Check Fee") for the first (1st) year of the Term shall be Two and 80/100 Dollars ($2.80). The Monthly Per-Check Fee Payment, based on the above estimate, shall be Twenty Six Thousand, Four Hundred Seventy Eight and no/100 Dollars ($26,478.00). The Annual Per-Check Fee of $2.80 shall be increased on the first anniversary of the Commencement Date and each anniversary date thereafter during the Term and any renewal term by three percent (3%) per annum. The Monthly Per-Check Fee Payment shall be increased on the first anniversary of the Commencement Date and each anniversary date thereafter during the Term and any renewal term based upon the prior years' annual check volume and the revised annual per-check fee.

6.2 Fixed Costs Fee and Payment.

6.2.1 EV3 License Fee.

In addition to the Annual Per-Check Fee, ALC shall pay to EHSI a EV3 License Fee of Thirteen Thousand, Six Hundred and Eighty 00/100 Dollars ($13,680.00) for the first (1st) year of the Term (the "EV3 Annual License Fee"), based upon the percentage of ALC employees listed on the EV3 master file to the total number of employees (including all ALC and EHSI and other non-ALC and non-EHSI employees) on the master file. The EV3 Annual License Fee shall be paid in equal, consecutive monthly installments of One Thousand, One Hundred Fifty Five and 00/100 Dollars ($1,155.00) at the same time as the payment of the Monthly Per-Check Payment Fee with an adjustment and "True up" made on an annual basis at the same time as the "true up" as provided below. The EV3 Annual License Fee shall be adjusted annually based the current EV3 Annual License Fee multiplied by 1.25 and then multiplied by the percentage of ALC employees listed on the EV3 master file to the total number of employees (including all ALC and EHSI and other non-ALC and non-EHSI employees) on the master file upon the anniversary date. There shall be no annual increase in the EV3 License Fee except for the annual maintenance cost increases for the EV3 software.

6.2.2. Other Fixed Services Costs Paid by ALC.

In addition to the Annual Per-Check Fee and the EV3 License Fee, ALC shall pay to EHSI a fixed charge of Twenty One Thousand, Two Hundred and no/100 Dollars ($21,200.00) (the "Other Fixed Services Costs") in equal, consecutive monthly installments of One Thousand, Seven Hundred Sixty Six and 67/100 Dollars ($1,766.67) at the same times as the payment of the Monthly Per-Check Payment Fee. The Other Fixed Services Costs shall be subject to an increase on an annual basis of three percent (3%) on the first anniversary date of the Commencement Date and each anniversary date thereafter during the Term and any renewal term.

The Other Fixed Services Costs shall not be subject to any adjustment based upon the number of checks actually processed by EHSI for ALC.

6.3 Costs To Be Paid Directly By ALC To Vendors.

6.3.1 The following costs and expenses associated with the performance of the Payroll and Employee Benefit Services are not included in the payments described above and shall be paid by ALC directly to the specific vendor providing such services or, if such costs and expenses are advanced by EHSI , shall be separately reimbursed to EHSI upon submission of an invoice setting for the such costs and expenses. EHSI shall arrange, wherever possible, to have these costs and expenses, billed directly to ALC. The costs and expenses shall be the following:

(a) All E-Time service fees including without limitation license and maintenance fees; and (b) All ADP fees for payroll processing, set-up costs for new facilities, year end processing and garnishment services. (c) Courier costs associated with the delivery of checks from ADP or from EHSI.

6.4 **Annual True-up of Payment**. EHSI covenants to provide ALC with a summary of the quarterly volume of checks issued, within thirty (30) days of each quarter end to monitor the final Annual Per-Check Fee fees due pursuant to the Agreement for the preceding twelve (12) month period. Within 30 days prior to each anniversary date of the Commencement Date, EHSI agrees to provide ALC with a summary of the total volume of checks for the preceding twelve (12) months. ALC covenants to reimburse EHSI for any excess of fees due in excess of the installment payments made to EHSI during the year and EHSI covenants to reimburse ALC for any excess of installments paid in excess of fees due upon 30 days of receipt of the true-up information from EHSI.

7. Default and Remedies.

7.1 **Event of Default: Payment**. An event of default shall occur in the event that ALC fails to pay to EHSI the Fees, costs or expenses provided for herein and such default in payment extends for a period of five (5) business days from the date EHSI delivers Notice of such Payment Default to ALC ("Payment Default"); provided, that in the event of a dispute, ALC shall not be required to pay in full within five (5) business days of receipt of a Payment Default Notice any disputed amounts. If ALC disputes in good faith any portion of the Fees, costs or expenses, ALC shall notify EHSI in writing of the nature and basis of the dispute within five (5) days of receipt of the Payment Default Notice, and ALC shall be entitled to withhold from payment all or a portion of such disputed amounts. Each of the parties hereto shall use commercially reasonable efforts to resolve any such dispute as soon as reasonably possible, and if such dispute is not resolved or if any disputed amounts are not paid on or before the next payment due date, any of the parties to such dispute may deliver Notice of the existence of a dispute and refer the matter to arbitration pursuant to dispute resolution provisions in the Separation Agreement, on the effective date of the Separation Agreement between Extendicare Real Estate Investment Trust and ALC (the "Separation Agreement"). ALC shall pay any disputed amounts within five (5) days after resolution of any disputed items, if such dispute is resolved in EHSI's favor after the original payment due date. Without prejudice to the rights of EHSI, in the event payment of any undisputed amount is not received by EHSI on or prior to the applicable payment due date, such amount shall be subject to a late payment charge equal to one and one-half percent (1.5%) per month (or the maximum rate permissible by law, if less), based on a thirty (30) day month, of the amount overdue for the actual number of calendar days such payment is overdue (including the date payment is actually made).

7.2 **Event of Default: Non-Payment**. An event of default shall occur in the event that either party fails to perform any of its obligations provided for herein (other than the Payment Default which shall be governed by the provisions of Section 4.1 hereof) and such failure continues for a period of fifteen (15) business days following the receipt of a Notice of such failure (a "Non-Payment Default"); provided however, in the event the Non-Payment Default is unable to be cured within such fifteen (15) business day period there shall not be a default if the defaulting party has commenced good faith actions to cure such default and continues to exercise such good faith efforts. (Hereafter, both the Payment Default and the Non-Payment Default shall be collectively referred to as an "Event of Default").

7.3 **Remedies.** In the event of the occurrence of an Event of Default, the parties shall have the right to exercise all remedies available to them at law or in equity resulting from such Event of Default, including without limitation the Termination rights referred to in Section 5.3 above.

7.3 **Limitation of Liability**. None of the parties hereto shall, nor shall their subsidiaries, employees or agents, be liable to another party hereto for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (all of the foregoing collectively "Losses") arising out of or connected to the provision of the Payroll and Benefit Services under this Agreement, other than any Losses caused by the gross negligence or willful misconduct of such party, its subsidiaries, employees, or agents arising out of or in connection with the provision of the Services under this Agreement. Each party hereto waives all rights to recover against any other party for any Losses to its respective tangible personal property (whether owned or leased) from any cause which is covered by insurance maintained by such party or should have been covered by insurance required to be maintained under this Agreement, including respective deductibles or self-insured retentions, and agrees to obtain any necessary consent from its insurers with respect to such waiver.

7.5 **Amount of Damages**. Notwithstanding anything to the contrary in this Agreement, the maximum liability of EHSI and its subsidiaries and their employees and agents, and the sole remedy of ALC for any losses under this Agreement or otherwise arising with respect to the matters addressed herein, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, shall be a refund of the aggregate annual fee paid to EHSI by ALC for the Payroll and Benefit Services in the year such liability occurred and a termination of the provision of the services related to such liability, and none of the parties hereto or their subsidiaries or their respective employees or agents shall be liable to any other party hereto for loss of profits or consequential, incidental, special, indirect or punitive damages.

7.6 **<u>Additional Representations</u>**. EHSI does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any materials, deliverables or services provided under this Agreement. EHSI does not guarantee that any work product or deliverable will be error free.

8. Independent Contractor.

The parties acknowledge and agree that EHSI is being retained by ALC solely as a third party independent contractor. Neither this Agreement nor the relationship created between the parties pursuant to this Agreement is intended to, and shall not be interpreted or construed to, create the relationship of agent, servant, employee, partnership, joint venture or association between the parties for any purpose.

9. Confidential Information.

As a result of the performance of this Agreement, EHSI shall have access to and the use of confidential and proprietary information and documents of ALC (the "Confidential Information"). EHSI hereby agrees that any and all information and documentation disclosed to EHSI by ALC in the performance of EHSI's Payroll and Benefit Services shall be Confidential Information. EHSI covenants to maintain the confidentiality of such Confidential Information and shall not use or disclose such Confidential Information to any person except as is required in the performance of the Payroll and Benefit Services. EHSI shall not disclose, except as required by law, any such Confidential Information and EHSI shall not copy, reproduce, retain or in any manner appropriate such Confidential lnformation without the prior written consent of ALC. EHSI agrees that the remedy at law for any breach of this Confidentiality provision will be inadequate and that upon a breach hereof, ALC shall be entitled as a matter of right to injunctive relief in any court having jurisdiction to enforce the provisions hereof by specific performance without the necessity of proving actual damages or the inadequacy of a legal remedy. The rights conferred on ALC by this section shall not be exclusive of any other right or remedy which ALC might have at law, or in equity, upon a breach of this Confidentiality provision.

10. Restrictive Covenant.

During the Term and any Renewal Term of this Agreement and for a period of one (1) year following the expiration or earlier termination of this Agreement, neither party shall, without the prior written consent of the other party, knowingly employ, engage for hire, solicit for hire, or otherwise contract with or employ, directly or indirectly, through any subsidiary or affiliate, any employee of the other party who was involved in the performance of the Payroll and Benefit Services.

11. Compliance with Governmental Directives

11.1 **Disqualified Individuals**. The parties represent that they are not excluded or debarred from participation in the Medicare, Medicaid, or other Federal health care programs, and agree not to employ, contract with, or obtain goods or services from any person or entity so excluded or debarred in violation of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, the Balanced Budget Act of 1997, Pub. L. No. 105-33, or the Office of Inspector General Special Advisory Bulletin 9925427, 9/29/99, or other applicable laws. The parties shall verify compliance with this paragraph by reviewing the Website maintained by the US Department of Health and Social Services Office of Inspector General (http://www.dhhs.gov/oig), and the U.S. General Services Administration (http://epls.arnet.gov). In the event a party employs, contracts with, or obtains goods or services from an excluded or debarred person or entity, the party shall immediately notify the other parties in writing and the other parties shall have the right to immediately terminate this Agreement, notwithstanding any other provisions of this Agreement, without penalty or costs except those incurred prior to the date of termination.

11.2 **Governmental Agency Access.** Until the expiration of five (5) years after the furnishing of all Payroll Services pursuant to this Agreement, EHSI shall make available, upon written request to any governmental agency having jurisdiction, this Agreement, and the books, documents and records of EHSI that are necessary to certify the nature and extent of the costs incurred by EHSI in the performance of this Agreement, and, if EHSI carries out any of the duties of the Agreement through a subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization (as that term is defined by regulation), such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such subcontracted services, the related organization shall make available, upon written request to such governmental agency, such subcontract, and any books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

11.3. **HIPAA Compliance.** The parties shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1966, Pub. L. No. 104-191 (“HIPAA”), and the regulations promulgated by the U.S. Department of Health and Human Services (the “Privacy Rule”) and as further stated in Exhibit 11.3 titled “Business Associate Requirements”, which is incorporated herein by reference.

11.4. **SOX Compliance.** The parties covenant and agree to take any and all actions deemed reasonably required in order to enable ALC to comply the requirements of the Sarbanes-Oxley Act of 2002 including without limitation the actions set forth on Exhibit 11.3 attached hereto (the “SOX Compliance Requirements”).

12. Hardware and Software Compatibility with EHSI’s Payroll and Benefit System

ALC agrees to maintain hardware at its facilities and software compatible to EHSI’s system and to upgrade such hardware and software to be consistent to the hardware and software systems deployed by EHSI, including when EHSI may choose to upgrade or replace such hardware or software. EHSI agrees to provide ALC with a minimum notice of ninety (90) days before deployment of any changes to or upgrade of its hardware or software that may require ALC to upgrade its hardware and software at its facilities.

EHSI shall utilize software programs to detect errors made by ALC as it normally does for EHSI. ALC acknowledges that guidelines and regulations for payment are subject to interpretation by the applicable governmental agency(ies). EHSI does not represent or guarantee that a governmental agency will not interpret a guideline or regulation in a manner inconsistent with the software programs used by EHSI. EHSI sole obligation is to maintain and to utilize its usual and customary software, and the currently available updates of the software programs. ALC is obligated to ensure that its facilities maintains hardware, equipment and software that is consistent and compatible with EHSI's software systems, hardware and other equipment, so that EHSI may perform the Payroll and Benefit Services in an efficient, cost-effective manner, without requiring significant modification to EHSI's standard systems, software and programs. In the event EHSI identifies any changes to be made to the ALC's hardware, equipment, systems or software, EHSI agrees to provide ninety (90) days advanced notice to ALC including the associated cost, and ALC agrees that it shall bear the associated cost of any change. ALC hereby acknowledges and agrees that EHSI is not responsible and shall bear no liability for the nature or accuracy of the information provided by or used in conjunction with the software programs or the form and substance of the underlying transactions thereto. EHSI shall not be responsible for any ALC provided information that is inaccurate or for any transaction to which such information related that violates or breaches any applicable Laws. EHSI shall not be responsible and shall bear no liability for data entry errors or other actions or omissions made by ALC personnel.

13. Notices.

13.1 **<u>Form of Notice. Delivery Methods</u>**. Each party giving any notice or making any request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and shall use one or more of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery with proof thereof by affidavit from the person who has personally delivered the Notice; or (b) registered or certified mail, in each case, return receipt requested and postage prepaid; or (c) a nationally (or internationally) recognized overnight courier, with all fees prepaid and with a written proof of delivery provided by such courier; or (d) facsimile along with proof of receipt by the party intending to be bound or such party's designated agent by an acknowledgement of transmission report generated from the machine from which the facsimile was sent.

13.2 **<u>Persons to Whom Notice Must be Delivered</u>**. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below or to another or additional Addressee or at another address designated below or by the party in a Notice pursuant to this Section:

13.2.1 If to EHSI:

Extendicare Health Services, Inc.
111 West Michigan Street
Milwaukee, WI 53203
Attention: President

With a copy to:
Extendicare Health Services, Inc.
111 West Michigan Street
Milwaukee, WI 53203
Attention: Vice President and General Counsel

13.2.2 If to ALC:

Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, WI 53203
Attention: President

With a copy to:
Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, WI 53203
Attention: Corporate Legal Counsel

13.3 **Effective Date of Notice**. A notice to the Addressee is effective only when each person required to receive a copy of the Notice has received the copy. Despite the other clauses of this Section, if any Notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the Addressee is located, then the Notice is deemed received at 9:00 am on the next business day where the Address is located. For purposes hereof a business day shall mean Monday through Friday excluding any national holidays.

14. Cooperation and Further Assurances.

Each party and its officers and representatives shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the performance of this Agreement. If at anytime after the Commencement Date any action is necessary or desirable to carry out the purposes of this Agreement, each party and its officers and representatives shall use all commercially reasonable efforts to take, or cause to be taken, all such action.

15. Successors and Assigns.

15.1 <u>Assignment Prohibited</u>. Neither party shall have the right to assign this Agreement nor its rights and interest hereunder except with the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

15.2 <u>Successors and Assigns</u>. This Agreement is for the sole benefit of the parties and their permitted successors and assigns, and shall be binding upon the permitted successors and assigns of the parties.

15.3 <u>Delegation of Responsibility</u>. EHSI shall have the right to employ, retain, or subcontract with other third party persons, firms, or corporations to perform all or any part of the Payroll and Benefit Services to be performed hereunder with the prior written consent of ALC, which consent shall not be unreasonably withheld or delayed, but such delegation shall not relieve EHSI from its obligations hereunder.

16. Governing Law

The laws of the State of Wisconsin (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

17. Force Majeure.

The parties to this Agreement shall not be liable to each other for any delay or failure to perform any of the terms of this Agreement if such delay or failure is due to or cause by acts of God, war, rebellion, riot, strike of labor dispute, fire, flood, or laws or demands of the United States or any State thereof or any governmental agency or any other such cause which is beyond the control of the parties and for which the parties have expended every reasonable effort to circumvent or prevent.

18. Severability.

If any part of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

19. Construction.

The use of the singular or masculine pronoun in this Agreement shall include, wherever appropriate, the plural and feminine. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction shall be applied against any party by virtue of its counsel having drafted this Agreement or otherwise. The captions preceding the sections of this Agreement are solely for the convenience of the parties in the use of this Agreement and shall not be used nor are they intended to be used in the interpretation or construction of the substantive portions of the sections to which they relate.

20. Entire Agreement. Modifications. Exhibits Incorporated.

19.1 **Entire Agreement.** This Agreement and the Separation Agreement constitute the entire agreement of the parties relating to its subject matter. Any and all prior understandings, agreements or courses of conduct, whether in writing or verbal, are hereby rescinded in full with respect to any and all terms, covenants and conditions thereof and neither party shall have any liability of any nature or kind whatsoever with respect thereto. The relationship between the parties with respect to the subject matter of this Agreement shall be governed solely in accordance with the terms, covenants and conditions of this Agreement.

19.2 **Modifications**. Any change or modification of this Agreement must be in writing and signed by both parties.

19.3 **Exhibits**. All exhibits referred to herein shall be an integral part of this Agreement and shall be deemed incorporated herein.

21. Waivers and Compliance.

Any failure of the parties to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

22. Counterparts and Facsimiles

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together will be deemed to constitute one and the same Agreement. The parties agree that facsimile signatures of the parties shall be binding and enforceable.

In Witness whereof the parties have executed this Agreement, being fully authorized to do so and intending to fully bind their respective corporations to the full and faithful performance of the terms, covenants and conditions set forth herein and in any Exhibits attached hereto or referred to herein.

Extendicare Health Services, Inc. a Delaware corporation	Assisted Living Concepts, Inc. a Nevada corporation
____________________ Philip W. Small, President	____________________ Laurie A. Bebo, President

Exhibit 10.4

, 2006

Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, WI 53203
Attention: Laurie A. Bebo, President

Re: Agreement for Reimbursement Services

Dear Ms. Bebo:

This letter shall serve as the agreement (the "Agreement") between Extendicare Health Services, Inc., a Delaware corporation, Milwaukee, Wisconsin ("EHSI") and Assisted Living Concepts, Inc., a Nevada corporation, Milwaukee, Wisconsin ("ALC") relating to the provision of certain specific reimbursement services to ALC by EHSI.

1. EHSI, through its Reimbursement Services Department, shall provide to ALC the specific reimbursement services described on Exhibit A, attached hereto and incorporated herein by reference (the "Reimbursement Services" or "Services"). Additional Reimbursement Services shall be provided at the request of ALC at the hourly rates set forth in Exhibit A. These Reimbursement Services do not include the actual preparation of the Texas or other cost reports. The Reimbursement Services only provide that EHSI shall provide advice to ALC to enable ALC personnel to prepare the cost reports, to review the cost reports for accuracy, to co-sign the report (as a authorized), and to respond to questions on cost reports for those specific cost reports years for which ALC has engaged EHSI to perform the Services.
2. ALC will engage EHSI to perform the Services for a defined cost report year. For example, ALC will engage EHSI to provide services for the Texas 2006 Cost Reports that have a fiscal year end of August 31, 2006. The term of this Agreement shall commence on the date ALC becomes an independent, public company (the "Commencement Date") and expire prior to the commencement of the next cost report year being August 31, 2007, unless extended or terminated pursuant hereto.
3. ALC shall not have the right to terminate this Agreement.
4. ALC shall have the option to extend the Term of this Agreement for one additional period of twelve months upon written notice provided no later than three (3) months prior to the commencement of the next cost report year, being August 31st. The extended term shall be on the same terms, covenants and conditions except the Annual Fee shall be $20,600.00 for the one year renewal term.

5. ALC shall pay EHSI the total amount of Twenty Thousand and 00/100 Dollars ($20,000.00) (the "Fee") for the Reimbursement Services for the Initial Term. The payment shall be paid no later than 30 days after filing of the Texas Cost reports. The payment of the Fee shall be made without notice, demand or setoff to EHSI by wire transfer or delivery on such dates, time being of the essence.

6. The parties acknowledge EHSI is acting solely as an independent contractor in the performance of the Services. EHSI shall keep any and all information and documentation provided to EHSI by ALC in the performance of this Agreement confidential. EHSI shall comply with any and all laws and regulations in the performance of the Services and shall indemnify and hold ALC harmless from any liability resulting from the delivery of the Services.

7. Until the expiration of five (5) years after the furnishing of all Services pursuant to this Agreement, upon written request EHSI shall make available, to any governmental agency having jurisdiction, this Agreement, and the books, documents and records of EHSI that are necessary to certify the nature and extent of the costs incurred by EHSI in the performance of this Agreement; and, if EHSI carries out any of the duties of the Agreement through a subcontract, with a value or cost of Ten Thousand and 00/100 Dollars ($10,000.00)or more over a twelve-(12) month period, with a Related Organization (as that term is defined by regulation), such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such subcontracted services, the Related Organization shall make available, upon written request to such governmental agency, such subcontract, and any books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

8. The parties shall each execute an original of the Business Associate Agreement attached hereto as Exhibit B (the "Business Associate Agreement"), which is required pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law Number 104-191 ("HIPAA") and the regulations promulgated by the U.S. Department of Health and Human Services.

9. Any notices required or given pursuant to this agreement shall be personally delivered or sent by certified or registered mail, return receipt requested or by a nationally recognized courier with proof of delivery, and shall be sent to the individuals executing this Agreement at the address set forth above with copies to the Legal Counsel for each party.

10. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement constitutes the entire agreement and understanding between the parties relating to its subject matter. This Agreement may not be modified or changed except by a written document executed by both parties. This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same document.

If you are in agreement with the terms, covenants and conditions of this Agreement please indicate your acceptance and intent to be bound thereto by executing the enclosed copy and returning it to the undersigned.

Very Truly Yours,

Extendicare Health Services, Inc.

By: ________________________________
Philip W. Small, President

The undersigned, Laurie A. Bebo, President of Assisted Living Concepts, Inc. hereby accepts the terms, covenants and conditions of this Agreement on behalf of ALC this day of , 2006.

Assisted Living Concepts, Inc.

By: ________________________________
Laurie A. Bebo, President

MASTER TECHNOLOGY SERVICES – STANDARD PROVISIONS

AN AGREEMENT ("Agreement") is being entered into by and between Virtual Care Provider, Inc., a Wisconsin corporation (hereinafter "Service Provider"), with offices at 111 West Michigan Street, Milwaukee, Wisconsin 53203, and Assisted Living Concepts (hereinafter "Client"), 111 West Michigan Street, Milwaukee, Wisconsin 53203.

Background

Client desires to engage Service Provider from time to time pursuant to one or more Statement of Works to perform various technology-related Projects, and Service Provider is interested in accepting such engagements, subject to the parties' further agreement on the scope and terms of each such Statement of Work.

Terms and Conditions

NOW THEREFORE, unless Client and Service Provider otherwise agree in writing, the following standards will govern the Statement of Work(s):

1. Definitions.

The following definitions shall apply:

1.1 "Intellectual Property Rights" shall mean any rights under patent, semiconductor chip protection, copyright, trade secret, trademark, or similar laws throughout the world.

1.2 "Other Service Provider Software" shall mean any source or object code or other materials originally created independent of work under a Statement of Work, to the extent such code or materials are included in or used for the Work Product delivered to Client under a Statement of Work (e.g. commercially available preexisting software).

1.3 "Work Product" shall mean the deliverable items (services, materials, products, etc., but not hardware or software purchased from a third party supplier by Service Provider and resold or leased to Client) that Service Provider provides or creates as described more specifically in each applicable Statement of Work.

1.4 "Work Product IP Rights" shall mean all Intellectual Property Rights with respect to any Work Product created pursuant to a Statement of Work and delivered to Client by Service Provider (including without limitation any software source or object code), except to the extent that such Intellectual Property Rights relate to Other Service Provider Software included in the Work Product.

2. Nature And Scope Of Work.

2.1 Statement of Work. This sets forth the general terms and conditions applicable to Projects which may be performed by Service Provider pursuant to one or more Statement of Works as provided below. Each Statement of Work shall be effective only when signed by both parties.

2.2 Statement of Works. A Statement of Work is a Project description that refers to this standard, describes work to be done pursuant to this standard, and identifies the Work Product to be produced and delivered there under. Each Statement of Work shall also preferably identify the services, equipment, facilities, and any other resources to be provided by each party in order for the tasks specified in such Statement of Work to be performed.

2.3 Adoption Of Statement of Works; Changes. Statement of Works, changes to Statement of Works, and amendments to these general terms and conditions shall be effective only if in writing accompanied by dated signatures of authorized representatives of both parties. Replacement pages initialed and dated by authorized representatives of both parties will be sufficient for that purpose. Unless otherwise indicated, a change or amendment shall be effective on the date signed by both parties. Each party recognizes that as various Projects are carried out, unforeseen circumstances may result in the need to change the scope of the Project described in the Statement of Work or may require other reasonable adjustments to the Statement of Work. Each party agrees to consider in good faith any changes proposed by the other party to any particular Statement of Work. However, no such Statement of Work shall be amended except in writing signed by both parties as described above. For example, as a result of the Health Information Portability and Accountability Act ("HIPAA") and regulations which might be promulgated in connection therewith, certain modifications to the Agreement and/or internal procedures may be appropriate in order to comply therewith. Each party agrees to consider in good faith any such changes. However, no such changes shall be required unless agreed to in a writing signed by both parties as described above. In the event that modifications necessary as a result of HIPAA are not agreed upon within thirty days of a party requesting in writing that a change be made for that purpose, the party requesting the change will have the right to terminate the agreement.

3. Performance.

3.1 Reasonable Efforts. Service Provider agrees to use commercially reasonable effort to perform the tasks specified in and to complete the Work Product specified in each applicable Statement of Work. Service Provider shall endeavor in good faith to provide services in a good and workmanlike manner by personnel having a level of skill commensurate with their responsibilities. However, Client acknowledges that "debugging" and similar working through of technology problems is a normal part of the computer technology development process (especially where problems derive from existing compatibility problems between software obtained from multiple different third party suppliers).

3.2 Target Dates. Unless otherwise expressly agreed in the Statement of Work, scheduled performance dates are Service Provider's best estimates only, based on its experience. Both parties recognize that such dates are dependent on development, resource availability, funding, assistance, incompatibility between existing software, hardware, and communications systems, and other factors that may cause dates to shift or interfere with completion. Upon Client's request, Service Provider will provide Client with reports on Service Provider's progress with regard to specific Statement of Works and any anticipated delays in estimated work schedules.

3.3 Third-Party Resources. References to Work Product or the assignment to Service Provider of responsibility for particular services relating to Work Product shall not be construed to make Service Provider responsible for securing any related Intellectual Property Rights that may be owned or retained by third parties, unless the applicable Statement of Work expressly makes Service Provider responsible for securing those Intellectual Property Rights. Unless the problem arises because Service Provider fails to provide Intellectual Property Rights that it is required to provide, Client shall hold Service Provider harmless from all problems arising out of such Intellectual Property Rights being used by Service Provider or Client as contemplated in a Statement of Work. A statement or reference in a Statement of Work that Service Provider is responsible for obtaining third-party resources, including services, equipment, facilities, or Intellectual Property Rights, is subject to the availability of those resources.

4. Payments.

4.1 Method Of Compensation.

4.1.1 General. Client shall pay Service Provider fees for all work performed pursuant to these standards in accordance with one of two methods: (a) fixed price; or (b) hourly rate. The method of compensation will be specified in the Statement of Work. If no method is specified then the work will be performed on an hourly rate basis.

4.1.2 Fixed Price. If the fixed price method is specified in the Statement of Work, then the Client shall pay Service Provider the total fixed price specified in the Statement of Work in accordance with the schedule specified in the Statement of Work. If milestones are specified in the Statement of Work with percentages of completion, then Client shall pay Service Provider the specified percentage of the total fixed price upon completion or attainment of each such milestone. Otherwise, fifty percent (50%) of the fixed price specified in the Statement of Work shall be due upon execution of the Statement of Work and the remaining fifty percent (50%) shall be due within thirty days after delivery of the Work Product specified in the Statement of Work where the Work Product operates as required hereunder. The fixed price shall be payable without regard to the number of hours actually worked by Service Provider with respect to such Statement of Work, even if the hours used to determine the fixed price are set forth in the Statement of Work. However, any changes to the scope of the Project identified in the Statement of Work may require an increase in the fixed price for that Project. Such change to the scope and the correlating fixed price shall be agreed to in writing by amendment to the applicable Statement of Work.

4.1.3 Hourly Rate. If the hourly rate method is specified in the Statement of Work, then the Client shall pay Service Provider for all work performed by Service Provider (including travel time) pursuant to the Statement of Work at Service Provider's then current standard hourly rate with respect to such services. Service Provider will advise Client of applicable hourly rates and may adjust these rates upon 90 days written notice to Client. Where a particular service needs to be provided and there is no standard existing rate provided therefore, Service Provider and Client shall jointly establish an initial rate before Service Provider shall be required to proceed therewith. If the Project is to be provided on an hourly basis, upon Client's request, Service Provider will provide Client with a good faith estimate of the number of hours, costs and expenses that Service Provider reasonably believes will be needed for Service Provider's performance under a Statement of Work. Such estimate will not be binding on Service Provider, but is intended to provide Client with a reasonable expectation of the hours and costs involved with a particular Project or task.

4.2 Expenses. Unless the Statement of Work otherwise specifies to the contrary, Client will reimburse Service Provider for all reasonable out of pocket third-party expenses relating to travel, telephone charges for computer connections, messenger and shipping costs, and media charges sustained by Service Provider in providing services to Client pursuant to the Statement of Work(s). Expenses for auto travel will be billed at the then-applicable federal mileage rate.

4.3 Payment. All fixed price fees shall be due as specified in Section 4.1.2. Fees for work performed on an hourly rate basis are incurred as the work is performed. All hourly fees and expenses shall be due within thirty (30) days after receipt of an invoice from Service Provider specifying the amount due. Any charges not paid within thirty days after they are due shall accrue interest at the rate of one and one-half (1.50%) per month. If Client does not pay any amount when due, Service Provider may temporarily stop work on any Statement of Work until such amount is paid, provided that Service Provider notifies Client of such stoppage of work. Any deadlines applicable to Service Provider under any Statement of Work may be delayed based on the delay caused by such work stoppage.

4.4 Compensation Upon Termination. In the event of any termination of any Statement of Work prior to completion, payment shall immediately be due for performance rendered pursuant to such Statement of Work, including expenses incurred in connection with discontinuance of the work in a mutually agreed, orderly fashion.

5. Contract Administration.

5.1 Contacts. The parties will designate and maintain Principal and Legal Contacts for purposes of all work and business between them concerning the Statement of Works and all notices required or permitted hereunder. These initially will be:

For Service Provider:

For day to day matters:

Principal Contact:	Mr. Dan Weise
Business Phone:	(414) 908-8794
Business Mailing Address:	111 West Michigan Street Milwaukee, WI 53203
Business Email Address:	DWEISE@VCPI.COM

For legal matters:

Legal Contact:	Mr. Hugh McManus
Business Phone:	(414) 908-8236
Business Mailing Address:	111 West Michigan Street Milwaukee, WI 53203
Business Email Address:	HMCMANUS@VCPI.COM

For Client:

For day to day matters:

Principal Contact:	Laurie Bebo
Business Phone:	(414) 980-8471
Business Mailing Address:	111 West Michigan Street Milwaukee, WI 53203
Business Email Address:	LBEBO@ALCCO.COM

For legal matters:

Legal Contact:	NAME
Business Phone:	PHONE NUMBER
Business Mailing Address:	STREET ADDRESS CITY, STATE, ZIP
Business Email Address:	EMAIL@CLIENT.COM

5.2 Authorizations. The signature or initials of the Principal Contacts on Statement of Works or changes or amendments to Statement of Works shall be deemed sufficient as an authorized signature of the respective party (regardless of whether they are company officers). For all other matters, the signature of the Legal Contacts will also be needed. Further, all formal legal notices to a party shall be sent to the Legal Contact.

5.3 Replacement of Principal Contact. If either party decides at any time to replace the person serving as its Principal Contact, an officer of the party may do so by written notice to the other party.

However, prior to Service Provider appointing a new Principal Contact for itself, Service Provider will discuss the matter with Client.

5.4 Notification. Any formal notice pursuant to these standards shall be presumed given three days after being sent postage prepaid by a nationally recognized overnight courier, facsimile or mail directed to the appropriate Contact of the party being notified.

6. Intellectual Property Issues.

6.1 Third-Party Intellectual Property Rights. Except as otherwise stated in a Statement of Work, Client shall have sole responsibility for obtaining any Intellectual Property Rights of third parties necessary to enable the parties to produce and exploit the Work Product or otherwise perform their obligations hereunder. The party required to obtain the Intellectual Property Rights shall indemnify, defend and hold harmless the other party (as well as any others acting by or under authority of the other party) for any loss, liability, damage, or expense (including court costs and attorney fees) arising out of a claim of infringement of such Intellectual Property Rights arising in connection with Client Products or by virtue of the performance of Service Provider's obligations hereunder with respect thereto.

6.2 Rights In Work Product. Except as otherwise noted in the Statement of Work, any Work Product IP Rights shall be retained and owned by Service Provider (or to the extent Service Provider so designates, a third party). To the extent delivered to Client, Service Provider hereby grants to Client a nonexclusive, worldwide license under the Work Product IP Rights to copy, make, have made, use and sell, distribute, perform, display, and prepare derivative works of the Work Product or any derivative work thereof, albeit only for its internal business operations and for communications with Service Provider; provided that such license is further subject to any conditions and limitations provided by any third party who provided the software where third party source software is specified.

6.3 Other Service Provider Software. Service Provider grants Client a worldwide, royalty-free, nontransferable, nonexclusive license to copy, make, have made, use and sell, distribute, perform, display, and prepare derivative works of the Other Service Provider Software, including the right to sublicense any or all of the foregoing rights, as necessary for the design, manufacture, sale, use, or repair of products or software based on the Work Product.

6.4 Client's Rights Contingent on Payment in Full. Client's rights under Sections 6.2 through 6.3 above are contingent upon Client's performance of its obligations under any applicable Statement of Work, including payment of charges due, and Service Provider retains all such rights and no right or license is granted or conveyed by Service Provider to Client except when and as such obligations have been performed in accordance with the terms of these standards and any other applicable standards of Service Provider.

6.5 Trademarks. Nothing in these standards shall be deemed to give either party any rights to use the other party's trademarks or trade names without the other party's specific, written consent.

7. Confidentiality.

7.1 Confidentiality. "Confidential Information" shall include, but not be limited to, (a) technical processes and formulas, source or object code, product designs, fees or sales price and other unpublished financial information, product and business plans, and marketing data); or (b) (prior to the disclosure) identified as confidential by class (e.g. personal medical records); (c) any health information subject to confidentiality protection under the Health Information Portability and Accountability Act and the regulations promulgated in connection therewith ("HIPAA Information"); or (d) would be considered confidential by a reasonable person. Except for HIPAA Information, Confidential Information does not include any information that is: (i) generally known or available to the public through no act of the receiving party, (ii) already known to the receiving party at the time of receiving the Confidential Information, (iii) independently developed by the receiving party; or (iv) furnished to the receiving party by a third party with the right to do so.

7.2 Care And Protection Of Confidential Information. During the Term of this Agreement and for a period of five (5) years thereafter, neither party shall disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any Confidential Information relating to the other party obtained by virtue of this Agreement or the Services performed pursuant to the Agreement. Client shall use reasonable care to prevent the unauthorized use or dissemination of the Confidential Information by its employees. Reasonable care means at least the same degree of care Client uses to protect its own confidential information from unauthorized use or disclosure. Service Provider is hereby authorized to use the Confidential Information in connection with any work under any Statement of Work and for any other purpose consistent with its obligations under the applicable standards. Nothing herein is intended to authorize Service Provider to disclose Confidential Information to other affiliates of Service Provider, unless Client specifically agrees that it may do so.

7.3 Exceptions. Service Provider may use or disclose the Confidential Information if required by any request or order of any government authority, or otherwise as required by law, or as necessary to establish and enforce Service Provider's rights. Service Provider may use or disclose the Confidential Information on a confidential basis to its business, legal and financial advisors. Before disclosing that Confidential Information for such purpose, reasonable effort must be made to notify Client of the circumstances, and the parties shall cooperate with each other to obtain protection for the confidentiality thereof to the extent available. Unless otherwise compelled by court order, Service Provider shall provide at least notice of thirty (30) days to Client before disclosing Confidential Information without Client's permission.

8. <u>General Limitations On Liability</u>. Except as specifically otherwise stated in a Statement of Work, and subject to the additional provisions of any applicable exhibit attached hereto:

8.1 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED BELOW, AND EXCEPT FOR A WARRANTY OF NONINFRINGEMENT WITH REGARD TO USES OF THE WORK PRODUCT IP RIGHTS IN THE MANNER CONTEMPLATED HEREIN, ALL SERVICES PROVIDED AND DELIVERIES MADE UNDER EACH STATEMENT OF WORK, INCLUDING ALL WORK PRODUCT, IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DESCRIPTIONS OR SPECIFICATIONS OF DELIVERABLES SHALL CONSTITUTE PROJECT OBJECTIVES AND NOT EXPRESS WARRANTIES.

8.2 Exclusive Remedy. Except as otherwise specifically provided herein (e.g. clause 6.1) Client's exclusive remedy for any breach under any Statement of Work shall be the re-performance of Service Provider's services, albeit if it becomes apparent that Service Provider is unable to satisfactorily re-perform the services in a manner complying with the Statement of Work within a reasonable time after the problem is identified, Client shall be entitled to recover (to the extent already paid) that portion of the fees for Service Provider's services that relate to the deficient services/items, plus a one time payment of One Hundred U.S. Dollars.

8.3 EXCLUSION OF CERTAIN DAMAGES. EXCEPT AS PROVIDED IN PARAGRAPH 6.1, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY REASON IN CONTRACT OR TORT FOR

ANY AMOUNT IN EXCESS OF THE FEES PAID BY CLIENT WITH RESPECT TO THE STATEMENT OF WORK TO WHICH SUCH LIABILITY RELATES, PLUS THE AFORESAID PAYMENT OF ONE HUNDRED U.S. DOLLARS.

8.4. Indemnification. Except as provided above in clauses 6.1 and 8.3, Client agrees to defend or settle, and to indemnify and to hold Service Provider harmless from, any Claim by or on behalf of any third party relating to the Work Product, or any other work provided under any Statement of Work. “Claims” shall include without limitation all claims, demands, actions, liabilities, losses, damages and expenses including, without limitation, settlement costs, and reasonable attorney’s fees.

9. Term And Termination.

9.1 Term. These standards shall be effective upon the date the first Statement of Work referring thereto is executed, and unless (and to the extent) terminated earlier as provided below it shall remain in force for three years after the last Statement of Work referring thereto is executed.

9.2. Term And Termination Of Statement Of Work.

9.2.1 General. Unless otherwise stated in the applicable Statement of Work or as provided in this Section 9.2, the term of a Statement of Work shall last until performance there under is completed.

9.2.2 Termination Of Statement Of Work. Either party may terminate an the Statement of Work for its own convenience upon not less than ninety (90) days notice to the other party with or without cause, but shall remain in effect as to fees owed for the period prior to termination.

9.2.3 Termination For Breach. If a party commits a material breach of any Statement of Work and such party fails to cure such breach within thirty (30) days after providing notice of such breach to the other party, the non-breaching party may terminate any or all Statements of Work by providing written notice of such termination.

9.2.4 Winding Up Upon Termination Of Statement Of Work. Upon early termination of a Statement of Work other than for a Client’s breach under Section 9.2.5, Service Provider shall inform Client of the extent to which performance has been completed through such date, and collect and deliver all work in process to Client upon full payment of any amounts remaining due to Service Provider. In the event of termination, Service Provider agrees to wind up its work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination.

9.3 Survival. Notwithstanding any termination of a Statement of Work, the provisions of Sections 4 (to the extent payments remain due), 6, 7, 8, 9 and 10 shall remain in effect.

9.4 Return Of Materials. With respect to those Statement(s) of Work that are terminated, each party shall promptly (and in no case more than 30 days) return to the other all data, materials and other property of the other party then held by it.

10. Miscellaneous.

10.1 Taxes. The charges specified on any Statement of Work and any hourly rates specified by Service Provider shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes based on the services provided. If Service Provider is required to pay such taxes, the taxes shall be billed to Client and Client agrees to pay Service Provider (within thirty days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

10.2 Force Majeure. Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

10.3 No Agency Or Employment. Service Provider, in rendering performance under Statement of Work(s) referring hereto from time to time, is acting solely as an independent contractor. In no way is Service Provider to be construed as an employee or agent or acting as the agent of Client in any respect. Service Provider has the sole right to control and direct the means, manner and method by which the services required will be performed and may perform the services at any place or locations as Service Provider may determine. Service Provider shall provide all equipment and materials necessary to provide services except to the extent otherwise specified in a Statement of Work or to the extent that some of Service Provider's work must be performed on Client's computer, or existing software, or in Client-specified facilities (e.g. if Service Provider is implementing the installation of computer hardware or software at Client's facilities and training Client employees there).

10.4 No Exclusivity. Nothing herein or in any Statement of Work shall be construed as establishing an exclusive arrangement between Client and Service Provider. Service Provider shall have the right to perform any services (including without limitation the same kinds of services provided to Client hereunder) to others during the term of the activities hereunder, and Client shall have the right to engage others to provide any services to Client (including without limitation the same kinds of services provided to Client hereunder).

10.5 Severability. If any provision of a Statement of Work or any standard referred to therein be held to be invalid, the other provisions will not be affected to the greatest extent possible consistent with the parties' intent.

10.6 No Waiver. The failure of either party to require the performance of any item or obligation, or the waiver by either party of any breach shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10.7 Governing Law. The validity, construction and enforcement of the obligations of the parties relating to a Statement of Work shall be determined in accordance with the laws of Wisconsin, and any disputes relating thereto may only be initially litigated in a Wisconsin state court or Wisconsin federal district court.

10.8 Entire Agreement. The Statement of Work(s), together with the standards referred to therein, and any confidentiality agreement entered into by the parties before the date of the first Statement of Work between them subject to this standard, constitute the entire agreement between the parties relating to the subject matter, and supersede any prior or contemporaneous understandings, representations or agreements relating thereto. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

10.9 No Assignment. Neither party may, without the prior written consent of the other party, assign or transfer any obligation incurred relating to a Statement of Work.

IN WITNESS WHEREOF, the parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

Accepted by VCPI	**Accepted by Assisted Living Concepts:**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Exhibit 10.6

Statement of Work

For
Assisted Living Concepts

Statement of Work

Table of Contents

Statement of Work

Executive Summary

VCPI is pleased to present this Statement of Work (SOW) defining the services to be provided to Assisted Living Concepts ("Client"). It is the goal of both organizations to reduce the total cost of ownership for information technology for Assisted Living Concepts. VCPI believes that by providing the services outlined in this SOW we can enable Assisted Living Concepts to benefit from a more stable information technology environment and to increase focus on providing quality care to its residents.

This Contract is entered into pursuant to the Master Technology Services–Standard Provisions Agreement ("Master Agreement") between VCPI and Assisted Living Concepts ("Client"), the terms and provisions of which are hereby incorporated herein by this reference as fully as though set forth herein. This Statement of Work replaces and supersedes any prior Statement of Work, however titled, between the parties.

1. Scope of Work

1.1 Services to be delivered

<u>Recurring Services</u>

- Co-Location/Hosting Services
- Client Support Services – Limited Scope
- Telecommunication Services

Non-Recurring Services – as needed

- Service Desk – Call Escalation
- Field Support Services
- Facility Implementation Services
- IT Consulting Services
- Procurement Services
- Software Rental Services

1.2 VCPI Responsibilities

- Provide an Account Manager to serve as the communication focal point between Client and VCPI.
- Provide reasonable notification to Client of planned changes to the VCPI network or hosting environment that could potentially impact Client.

1.3 Client Responsibilities

- Provide an individual to serve as the focal point for communication between Client and VCPI.
- Client-owned hardware and software maintenance will be the responsibility of the client.
- Disaster recovery costs for client-owned hardware with third-party vendor(s) will be the responsibility of the client.

1.4 Assumptions

- Software that is being hosted and supported by VCPI is at a level that is supported by the manufacturer.
- Client will not have access to the VCPI data center. Any access needed for client will be in the presence of a VCPI employee and will need to be pre-approved with the Director of Production Services 24-hours prior to time access is needed.
- All non-recurring fees are subject to VCPI quarterly rate changes.

- All fees are subject to annual price increase provisions not to exceed 10% of prior Fee/Unit.

1.5 Change Management

- Changes to this Scope of Work will be managed utilizing the Change Management Process defined in Attachment B.
- Additional recurring quantities and services may be added to this SOW by means of the Statement of Work — Addendum. Any additional recurring quantities and services added 6 months after the effective date of this SOW will cause the term on this SOW to be extended by 12 months.

1.6 Other Conditions and Exceptions

- In the event of software manufacturer (beyond the control of VCPI) or regulatory changes requiring architectural or infrastructure changes, VCPI reserves the right to adjust fees by a reasonable amount.
- In the event VCPI resources are required to address situations clearly caused by the Client or any party acting on behalf of the Client, they will be billed at the Time & Materials rate with no Service Level Agreement (SLA) guarantees.

1.7 Service Level Agreement(s) (SLA)

- The service levels agreed to between VCPI and Client are contained in Attachment C.
- SLA attainment is dependent upon Client Requirements/Assumptions identified within each deliverable being met.

1.8 Deliverables

Co-Location/Hosting Services (150)

Production Services – Application Hosting (150.1)

Overview

- VCPI will host up to five (5) applications on the Client Software Declaration (Attachment A) on a Citrix Metaframe distribution model.
- Additional fees will be charged for every hosted application above the five (5) included in the Application Hosting base offering.
- VCPI supports applications certified to work in a Microsoft operating system (Windows 2000 and later) with a terminal services topology.
- Applications will be available 24x7x365 with the exception of scheduled maintenance windows which will be communicated and coordinated with advance notice.
- Client will not have access to the VCPI data center. Any access needed for client will be in the presence of a VCPI employee and will need to be pre-approved with the Director of Production Services 24-hours prior to time access is needed.

Hardware Provided by VCPI

- Application, database and access server hardware.
- Data center networking hardware.
- Storage and application backup hardware.
- Maintenance of provided hardware including hardware lifecycle management.

Software Provided by VCPI

- Server and network operating systems.
- Systems management, network management and storage hierarchy management software.
- Application server security solutions.

Services Provided by VCPI

- Routine server and network administration.
- Server and network monitoring, troubleshooting.
- System recovery in the event of failure of hosted system(s).

- Daily backup of user and application data on hosted systems.
- Offsite archival of backed up data.
- Microsoft security management.

Statement of Work

Messaging

- Hosted Email system is using Microsoft Exchange platform.
- Highly redundant and highly available solution.
- VCPI supports MS Outlook, Citrix access and MS Outlook Web Access (OWA).
- Mobile messaging via MS Windows Mobile or Blackberry technology available.
- Environment backup up daily.
- Anti-Spam solution available.
- Mailbox/Email restoration available.
- Email Archiving available.

Data Storage

- Highly redundant file systems for high availability.
- Network attached systems available for hosting business data.
- SAN (Storage Area Network) attached database environment.
- Environment backup up daily.
- On site MS SQL database expertise.

Client Requirements and Assumptions

Hardware

- Client provides all application, database and access server hardware and is responsible for any maintenance of the hardware.
- Client provides personal computers and networking devices (or other VCPI-approved devices) configured for access to the VCPI network using TCP/IP.
- Any applications that require additional hardware resources or do not conform with standard hardware configurations could be an additional expense for clients

Software Licensing, Software Support and Software Maintenance

- Client is responsible for all application and database software licensing, server operating system software, Client-access licenses, software support and software maintenance costs.
- Client is responsible for all workstation based operating systems, applications and network access licensing, connectivity software (i.e. Microsoft Terminal Server and/or Citrix) licensing, support and maintenance.
- Client is to provide software technical support contact for non-VCPI software partners.

Email

- Client will use the VCPI domain name (i.e. user@vcpiclients.com) unless Client has a registered domain.
- Client is responsible for domain name registration and renewal.
- Client must provide VCPI engineering staff with technical contact access to domain name registration for proper routing of mail to VCPI mail servers.
- All mailboxes are limited to 25mb of storage.
- All Corporate offices are entitled to 50 mailboxes with base hosting fee.
- All sites are entitled to 20 mailboxes with base hosting fee.

General

- Telecommunications equipment owned and/or managed by the Client must be configured for access to the VCPI network. Client understands that VCPI involvement is billed at a Time & Materials rate.
- Client must adhere to the VCPI issued IP address scheme.

- For the safety and security of all hosted users, Client must follow VCPI User/Network Security policies (i.e. Username standards, password format and change period, etc.)
- Undeclared/non-contracted software and systems are the responsibility of the Client to support. Any VCPI involvement or integration is billed at a Time & Materials rate and is outside the scope of any specified SLAs.
- Storage allowance included in base hosting fee: 1GB for Corporate Offices, 500MB per site.
- Default tape retention is current calendar year + 2 years from date of backup.
- All personal computers and servers connected to the VCPI network must have current Anti-virus software, and latest Operating System security and service packs installed to be eligible for SLAs.
- Virus infections and related support and cleanup will be billed at a Time & Materials rate. If Client does not address identified infections, Client will be disconnected from the VCPI network until resolved.

Statement of Work

Production Services – Information Security Services (150.2)

Overview

VCPI will strive to protect Client's information from damage, loss, misuse, or unauthorized disclosure in a manner that helps VCPI develop and preserve valuable trust relationships, instill absolute confidence with our clients, and comply with applicable regulatory compliance objectives.

VCPI will protect the confidentiality, integrity, and availability of Client's information by identifying, controlling, and minimizing or eliminating security risks through targeted protection, detection, and response services and capabilities established throughout each of VCPI's Service Offerings.

The Identity & Access Management and Information Security Engineering & Operations Services have been outlined commensurate with the IT business needs of the Long Term Care Industry to minimize Client's security risks, including; reputational (competitive advantage), operational, legal, financial, and regulatory.

Production Services – Identity & Access Management (150.3)

Overview

The VCPI Identity & Access Management (IAM) Team Provide a single, centralized authorization and role based user account provisioning solution for all VCPI hosted solutions.

VCPI provides a user provisioning process to ensure compliance with applicable internal Information Security Policies for user account management and regulatory requirements such as Sarbanes Oxley & HIPAA to ensure the protection of Client's data in a consistent and repeatable manner.

Hardware Provided by VCPI

- Fully Redundant Domain Controller server hardware.
- Data center networking hardware.
- Maintenance of provided hardware.

Software Provided by VCPI

- Microsoft Active Directory (AD) and defined services.
- Server and network operating systems.
- Systems management, security management, and network management software.

Services Provided by VCPI

Centralized Network and Application User Account Management including:

- New Account Requests: Employees who are new or have never logged onto the PC using their own credentials.
- Additional Access Requests: Employees who have an existing account in which more access is needed. This Type of request does not remove the existing access that employee already has.
- Transfer/Change Position Requests: Employees who have relocated to a new House and/or have changed positions. This type of request does result in the removal of access not required at the new House or under the new position.
- Name Change Requests: Employees who have had a name change and need to have their existing account updated to reflect the new name. This type of request does not change the existing employee access.
- Disable/Employee Termination Account Requests: Employees who have been terminated or are still employed but no longer need a computer account.

Production Services – Server & Workstation Anti-Virus (150.4)

Overview

- VCPI will ensure anti-virus software is configured to proactively protect and automatically update to the latest anti-virus files on a regular basis to protect the Client's physical and electronic assets.
- VCPI will proactively manage the Anti-Virus software in a in a professional and planned way to reduce the potential impact of

Malware (e.g. viruses, worms, Trojans). Failure to respond appropriately to a virus incident can rapidly result in multiple system failures and continued infection.

Statement of Work

Hardware Provided by VCPI

- Data center networking hardware.
- Maintenance of provided hardware.

Software Provided by VCPI

- VCPI defined Anti-Virus agents and management software.
- Network operating systems.
- Systems management, security management, database management, and network management software.

Services Provided

- Installation as well as ongoing updates and management of Anti-Virus agents on Client's desktops and servers.
- VCPI provides protection from the newest potentially unwanted program security threats, application-specific buffer overflow attacks, and blended attacks
- VCPI utilizes firewall and intrusion prevention technology to delivers maximum proactive protection in a single, integrated solution package
- VCPI utilizes a single, centralized event monitoring and alerting repository solution to provide a complete security management solution, including detailed graphical reporting on a client by client basis.

Client Requirements and Assumptions

- Users must log out of PC and leave PC powered on in order to receive updates after business hours.
- If anti-virus software provider has not recognized the virus and it does cause damage to the Client's software/hardware, VCPI is not responsible for the damages.
- Telecommunications equipment owned and/or managed by the Client must be configured for access to the VCPI network. VCPI involvement is billed on a Time & Materials basis.
- Client adherence to VCPI issued IP address scheme.
- For the safety and security of all hosted users, Client must follow VCPI User/Network Security policies. (i.e. Username standards, password format and change period, etc.).

Production Services – Messaging Security (150.5)

Overview

- Unsecured communications and uncontrolled content not only threaten your ability to be HIPAA compliant, they can also damage your relationship with clients, partners, and suppliers.
- VCPI's Messaging Security services defend your organization against such dangers, allowing you to control email content, and to secure communications into your organization.

Services Provided by VCPI

- VCPI provides Messaging Security services to guard against email specific threats such as viruses, spam, identity theft (i.e. phishing) and targeted blackmail campaigns that jeopardize business continuity, regulatory compliance, reputation and brand.
- VCPI provides initial service implementation as well as ongoing support for service changes, information, and training
- VCPI guarantees 100% protection from all viruses
- VCPI guarantees 95% of all inbound unsolicited, bulk email (SPAM) will not reach your email box.

Production Services – Security Event Monitoring (150.6)

Services Provided by VCPI

- VCPI utilizes a centralized, intelligent Security event monitoring appliance to collect and correlate log data from selected network and system devices to alert the VCPI staff of any suspicious information or events related to VCPI's servers and network infrastructure. Where necessary, this information is utilized as part of the VCPI Incident Response & Management Process (IRAMP), which is a cross functional response process, which includes reporting and corrective action guidelines and based upon incident criticality in a professional and planned way reducing its impact (i.e. downtime) and cost to the business.

Statement of Work

General

- Telecommunications equipment owned and/or managed by the Client must be configured for access to the VCPI network. Client understands that VCPI involvement is billed at a Time & Materials rate.
- Client must adhere to the VCPI issued IP address scheme.
- For the safety and security of all hosted users, Client must follow VCPI User/Network Security policies (i.e. Username standards, password format and change period, etc.)
- Undeclared/non-contracted software and systems are the responsibility of the Client to support. Any VCPI involvement or integration is billed at a Time & Materials rate and is outside the scope of any specified SLAs.
- Storage allowance included in base hosting fee: 1GB for Corporate Offices, 500MB per site.
- Default tape retention is current calendar year + 2 years from date of backup.
- All personal computers and servers connected to the VCPI network must have current Anti-virus software, and latest Operating System security and service packs installed to be eligible for SLAs.
- Virus infections and related support and cleanup will be billed at a Time & Materials rate. If Client does not address identified infections, Client will be disconnected from the VCPI network until resolved.

Production Services – Hosting Facilities and Environment (150.7)

Services Provided

- Complete Data Center environmental management including:
  - Redundant power via Uninterruptible Power Supply (UPS) units
  - Backup generators covering all systems and environments.
  - Fire suppression system
  - Redundant cooling system
  - Raised Floor
- Physical access controls
- 7x24 environmental monitoring of all critical systems including UPS, Cooling Units, and Fire Suppression System
- Network Operations Center (NOC) onsite for continuous environment monitoring and management

Production Services – Business Resumption (150.8)

Services Provided

Disaster Recovery

- Contract with Sungard providing:
  - Data Center facilities
  - Production equipment including servers, network, and data storage platforms
  - DR exercises conducted 3 to 4 times annually
- Defendable and Auditable Disaster Recovery Plan documenting all procedures and responsibilities.
- Disaster Recovery Coordinator overseeing all DR planning and exercises.
- Production data duplicated daily and stored at an offsite location.

Client Requirements and Assumptions

- Client is responsible for costs incurred directly with SunGard for Disaster Recovery (DR) coverage for client owned hardware. These fees will be passed to client at VCPI's cost and are subject to change as the client's data center environment changes. Any changes to the SunGard DR contract or changes in fees for client-owned hardware would need to be pre-approved by client.

Production Services – Enterprise Monitoring and Management (150.9)

Services Provided

- 7x24 monitoring of all critical production systems including:
  - Servers
  - Network
  - Storage
  - Backup
  - Data Access – Data Security
- Incidents and events identified are automatically communicated to Engineering Support Teams, Operations, and the Service Desk.
- Centralized availability and performance dashboard implemented to provide visibility and information on the status of production systems.

Production Services – Change and Performance Management (150.10)

Services Provided

- Centralized Change Management standards and procedures to ensure coordination and communication of all scheduled system updates.
- Daily review and approval process for all requested system changes, upgrades, and maintenance activities.
- Performance Management for production systems coordinated within Engineering Team to ensure high levels of client application performance.
- Centralized systems management tools gathering availability and performance metrics for all production equipment.

Statement of Work

Client Support Services (210)

Service Desk (210.1)

Services Provided

- Support calls requiring escalation from Client's Service Desk to VCPI's Service Desk for support needed from VCPI personnel such as Tier 3 techs, system and network engineering, and other support groups within VCPI.
- Phone coverage, 24 hours per day, 7 days per week, is provided:
  - **Monday through Friday**: Client Service Desk is staffed with onsite analyst(s) taking calls from 6:30 AM through 8:30 PM Central Time.
  - **Holidays (excluding Christmas Day)**: Client Service Desk is staffed with onsite analyst taking calls from 8:00 AM through 2:30 PM Central Time (during high call volume, calls may be answered by answering service).
  - **Saturday and Sunday**: Calls are answered by an answering service. The answering service will triage and escalate to the on-call analyst, and Client will receive a call back.

General

- Standardized call reports, generated from the Remedy Call Tracking database, may be provided to Client on a weekly basis by request.
- VCPI will meet or exceed service levels outlined above at a 90% or greater level based on a rolling monthly average of all Client calls within a specific priority.

Priority Definitions

The VCPI service desk triages incoming service requests based upon the impact to the client. VCPI utilizes four levels of priorities to categorize service requests. The four levels are defined below. Employing these four levels of priorities ensures that those service issues with greatest financial or business impact are addressed as quickly as possible to eliminate or reduce the impact to our clients' ability to perform their job functions.

- **Urgent:** Entire facility or corporate department down; severe business impact (compliance, resident care); time deadline with financial penalties (e.g. MDS submission; payroll; State is in the building)
  SLA: Warm Transfer
- **High:** Affecting single user, work cannot continue elsewhere; possible financial impact; issue must be resolved same day
  SLA: 2.5 Hours
- **Medium:** Affecting single user; work can continue elsewhere; no financial impact.
  SLA: 8 Business Hours
- **Low:** Installation/Move/Add/Change (IMAC)
  SLA: As scheduled

Client Support Services – Service Desk Objective Level Agreement

Call Back

- Urgent – Call will be warm transferred to a technician.
- High – Initial call back within 2.5 hours.
- Medium – Initial call back within 8 business hours.
- Low – As scheduled per work order or project plan.

Definition of Terms

Business Day

- Calls placed to the VCPI 800 service desk Monday through Friday between 6:00 AM and 6:00 PM will be returned between Monday and Friday, 7:30 AM to 5:30 PM local time based on caller location (excluding published Holidays.)

- Calls placed to the VCPI 800 service desk Monday through Friday between 6:00 AM and 5:00 PM will be returned Monday through Friday, 6:00 AM to 6:00 PM local time based on caller location (excluding published Holidays.)

Example:

A call placed at 3:00 PM Central Time on Monday, the business day will begin at 3:00 PM and end at 6:00 PM. The business day will start again at 7:00 AM the following day.

Events which can delay service levels and service delivery

- Virus affecting multiple sites and VCPI servers.
- Third Party Vendor takes application off line, planned or unplanned.
- Client makes a change that causes the server to go down, creates performance issues on the server, or causes access issues.
- Force Majeure (e.g. Flood, Weather, Tornado, etc.).
- Third Party Vendor is the defined service provider for specific client/area.

Client Requirements and Assumptions

- VCPI staff will identify call priority based on Priority Definitions above.
- Client will provide an accurate site number (see attachment D – Site Listing for site numbers) when placing a call.
- Client must be available to take the analyst's call or identify alternate contact person.
- PC or printer must be connected to VCPI network.
- PC must be running anti-virus software with updated definition files.
- Client must have called the VCPI Service desk directly to log the call. Calls placed to other members of the organization are not subject to Service Desk SLAs.
- Cabling must be certified and clearly marked.
- Workstation hardware requirement:
    - NeoWare ThinClient (or equivalent)
    - PC: P200 or above, 128 MB RAM, 4 GB HDD

Management Services – Account Manager (210.2)

Services Provided

- Serve as a focal point of communication between Client and VCPI.
- Facilitate weekly or monthly meetings to update status of projects and to report on service level agreements.
- Conduct quarterly satisfaction surveys.
- Project Management for projects with VCPI resources.
- Responsible for getting necessary authorization for: installations, moves, adds and/or changes to the current environment as well as the labor and travel required to provide such service.
- Review monthly invoices for accuracy prior to issuance.
- Provide case studies to justify current Client expenditures.
- Identify and effectively communicate services that VCPI has to offer as it relates to the Client's business requirements.

Objective Level Agreement

- Respond to Client E-mails/voicemails in a timely manner.

Client Requirements and Assumptions

- Provide a single point of contact to serve as the focal point for communications between Client and Account Manager, especially communications regarding project approvals, billing and issue resolution.

Statement of Work

Telecommunication Services (450)

Telecommunication Services and Network Operations– Network Connectivity (450)

Services Provided

- Access to the VCPI network via Virtual Private Networking (VPN) through the Internet.
- Network analysis and growth planning.
- Wide Area Network (WAN) monitoring, reporting, troubleshooting, security, and maintenance for Client's corporate, facility sites, and other business locations.
- Where applicable, frame relay service with a port speed from 128K to 1.5Mbps with rate limited Internet service.
- Configuration and Management of all Customer Premise Equipment (CPE) including wireless based upon VCPI standards

Client Requirements and Assumptions

- Location-level connectivity to the VCPI network through dedicated point-to-point connection, Frame relay, or Virtual Private Network (VPN).
- Equipment procurement based upon pre-approved/VCPI standard CPE.
- WAN Telecommunication troubleshooting and escalation to data carriers and problem resolution.
- Business Class broadband service with static IP Addressing such as DSL and Cable modem with static IP address is required for facility VPN connectivity.
- Remote or VPN access requires VCPI approved VPN technology and Internet connectivity using DSL, Cable modem or dial-up access. VCPI can provide dial-up access service.
- High speed Internet service (DSL, cable modem) will be billed directly to Client.
- All connectivity services require a minimum 45-60 days notice prior to requested installation date (expedited installations are available for an additional charge based on carrier availability).
- Hardware purchased independently by Client for connectivity use must be delivered to VCPI at least 2 weeks prior to requested turn-up date.
- Cisco routers are required for all frame relay installations. Juniper Netscreens or Cisco routers are required for all site VPN installations as CPE.
- Access to CPE is limited to VCPI staff only.

Statement of Work

Field Support Services (310) – As needed

Onsite Technical Support (310.1)

Services Provided

- Onsite technical support to resolve issues that cannot be fixed remotely.
- Hardware diagnosis, troubleshooting, repair, and potential replacement.
- Operating System diagnosis, troubleshooting, repair, and potential reinstallation not related to scheduled updates.
- Local Area Network (LAN) diagnosis, troubleshooting, and potential repair.
- "Good Faith" estimates (labor, travel, and mileage) will be given to Clients before we go onsite.
- Onsite service is offered Monday thru Friday from 8:00am to 5:00pm (local standard time) and is billed at the current VCPI Standard Hourly Rate (see Attachment E – "Standard Rate Schedule") plus applicable travel and expenses. Requests for weekend, after hours, or Holiday work must be given two weeks in advance. However, availability is based on FTE schedule. All weekend and after hours work is to be billed at Time and a Half, all Holiday work is billed at Double Time (labor and travel).

Client Requirements and Assumptions

- Client must authorize prior to site visit.

Field Support Services – Site Assessment (510)

Services Provided

Comprehensive IT assessment of sites as requested by client including:

- Inventory of PC's, printers (local and network), servers, network equipment and network infrastructure.
- Inventory of current systems in use by the site (i.e. Dietary, Therapy, AP, AR, GL, Resident Trust, Clinical and Financial Applications).
- Inventory of any other local software in use by sites (i.e. office productivity, anti-virus, communications programs, etc.).
- Inventory of user drives to be moved to network share.
- Determine internet connectivity.
- Floor plan of site (if one is available) detailing cable runs, locations of offices, PC's, printers, etc.

Deliverables:

- Document detailing site assessment objectives.
- Schedule with date of visit by facility and technician's name.
- Call to facility the day prior to site assessment.
- Recommendation detailing equipment not meeting VCPI standards which must be upgraded to be covered by support agreements.

Client Requirements and Assumptions

- VCPI will need at least 2 weeks notice prior to site assessment to ensure availability of resource to perform this survey.
- VCPI will provide Client with the VCPI site assessment objectives before going onsite. If there is any other information the Client requires, they must provide this to VCPI one day prior to the technician going onsite.
- Provide contact to tour site with VCPI technician.
- A site not ready fee of $750 per FTE scheduled will be assessed to Client if the site denies access to VCPI technician on the scheduled date for the site visit.
- Standard facility implementation will be completed no earlier than 45-days from contact execution date. If an expedited implementation is requested by client, VCPI's standard list price for site implementation will be voided, and the client will be billed on a time and material basis for time spent to implement these expedited facilities.

- Fee for Site Assessment (510) does not include travel expenses or travel time. These will be billed to the client as they occur.

Field Support Services – Site Implementation (515)

Services Provided

- Setup of IT equipment at new/existing Client sites.
- Configuration of Client's hardware (that meets VCPI hardware specs) for use on the VCPI network.
- Establish connectivity to the VCPI network, through use of VCPI approved network appliance.
- Move user files to network share, as required.
- Basic user training on accessing and logging in to Citrix.

VCPI Requirements

- Due to the lead times dictated by telecom companies to install Frame Circuits or high speed Cable/DSL service, VCPI requires 45-60 days notice prior to site implementation to have Frame circuits installed and 30 days notice to have Cable/DSL modem connectivity established. VCPI will make no guarantees that said service will be installed by a given date because of our reliance on the telecom companies to finish their work.

Note:

- If client requires installation dates which require VCPI to work with the telecom company twice; the second work will be billable at current Field Engineering Services hourly rate in Appendix E.

- If the site will need cabling and Client will contract with VCPI to install cabling, VCPI requires at least 30 days notice. VCPI can have cable runs done at a Time & Materials rate using 3rd parties that VCPI has contracts with. Emergency jobs can be done at $150/hr or more.
- VCPI recommends the Client have the cabling contractor that will be installing cable, perform a cabling survey to determine the cost and the time required for the cabling run. This also ensures that they have the proper materials and manpower available to do the installations in a timely manner.

Client Requirements and Assumptions

- Minimum of 45 days notice prior to Site Implementation. VCPI cannot guarantee Cabling, hardware availability, and availability of staff for Site Implementation without this notice.
- Data carrier connectivity must be established prior to Site Implementation date for the site.
- Connection to VCPI must have a fixed IP address provisioned to it.
- All locations in the site that will have a network device (PC, Printer, Thin Client, etc) must all be cabled from devices to the network closet.
- All hardware purchased independently by Client for use in Site Implementation must be delivered to VCPI or Site at least one (1) week prior to Site Implementation date. Configuration of hardware after Site Implementation will be performed as a separate project.
- A "Site Not Ready" fee of $750 per scheduled FTE may be assessed if the connectivity and/or cabling arranged by the Client or hardware purchased by the Client are not available by the scheduled Site Implementation date.
- Existing cabling or cabling installed by Client must be tested and certified for VCPI to ensure that connectivity can be established from network devices to VCPI network. VCPI will not make any guarantees for cabling that is pre-existing or that has been installed by a contractor other than those that VCPI has existing contracts with.
- Standard facility implementation will be completed no earlier than 45-days from contact execution date. If an expedited implementation is requested by client, VCPI's standard list price for site implementation will be voided, and the client will be billed on a time and material basis for time spent to implement these expedited facilities.
- Fee for Site Implementation (515) does not include travel expenses or travel time. These will be billed to the client as they occur.

Statement of Work

IT Consulting Services (760) – As needed

Service Options

This service is available for IT solutions beyond the scope of the Recurring Services offering. This offering includes:

- Leading industry expertise in various IT disciplines
- Access to leading IT research materials and bleeding edge technologies
- Long-Term Care specific IT knowledge
- PMI Project Management disciplines
- See Attachment E – “Standard Rate Schedule” for VCPI’s Standard hourly rates

Procurement Services – Procurement (995) – As needed

Services Provided

Acquire technology components on Client’s behalf at current VCPI List Price:

- Desktops and Accessories
- Laptops and Accessories
- Miscellaneous Technology Accessories
- Networking Equipment
- Printers and Accessories
- Servers and Accessories

Objective Level Agreements

- For emergency requests VCPI can purchase items at Client-set deadline. However, VCPI cannot guarantee delivery time.
- VCPI will obtain refund or replacement for Client if hardware received is damaged or defective. VCPI will obtain refund or replacement upon receipt of hardware from Client and credit Client account with VCPI as appropriate.

VCPI Purchasing Time Frames (From time order is received by VCPI Purchasing to when order is delivered to site)

	Standard Order (Equipment listed on VCPI Standards List)	Rush Order	Large Order (Quantified as over 10 pieces of equipment)	Non-Standard Order (Equipment not on VCPI Standards List)	Service Parts Order
Turnaround time (including order processing)	5-7 business days.	1-3 business days.	9-12 business days.	5-7 business days – Reasonable Effort.	5-7 business days – Reasonable Effort.

Product Availability

VCPI reserves the right to substitute models within brands, potentially at a higher rate, if Client requested hardware becomes discontinued or unavailable. VCPI will notify Client of rate and/or model change as soon as the model information becomes available to VCPI personnel and will provide advice to Client on a migration path.

Client Requirements and Assumptions

- If software licenses are not rented/purchased through VCPI then Client is responsible for producing valid proof of licensure for software hosted through VCPI.
- If Client requires that an emergency request be processed and shipped same day, VCPI must receive the purchase request by 3 PM CST.

- If hardware arrives defective or damaged, Client must ship hardware back to VCPI within 2 business days of receipt of hardware so that VCPI may obtain replacement or refund for Client.

Software Rental (158)

Services Provided

Software rental through VCPI for the current supported versions of the following software:

- Microsoft Office XP Standard & Professional Editions
- Microsoft Exchange 2000
- Microsoft Terminal Services
- Microsoft Visio
- Microsoft SQL Standard & Professional Server Editions
- Clinical/Financial Client chosen applications
- McAfee Anti-virus software

Client Requirements/Assumptions

- Client must indicate to VCPI which option for software is chosen.
- Client must sign "Client License Terms and Conditions Regarding Use of Microsoft Software Products" (Attachment B).
- Client agrees to provide properly licensed software necessary to host Client's applications (the "Third Party Software") other than VCPI standard monitoring, and statistics software (the "VCPI Software), which will be provided by VCPI.
- Client will provide VCPI with proof of licensing for Third Party Software not acquired by VCPI. Client assumes the full responsibility for all Third Party Software used in connection with hosting Client's applications, other than software acquired on its behalf by VCPI. Third Party Software shall be licensed to Client from its respective owner(s) (The "Software Vendor(s)").
- Client hereby indemnifies VCPI for any claims, damages, and/or causes of action arising from or relating to (1) Client's failure to acquire and maintain valid software licenses for all Third Party Software; and (2) any claims by a software vendor that Client, or any party who has received access to the Third Party Software through Client (other than VCPI), has misused its Third Party Software, breached a Third Party Software license, or infringed its intellectual property rights in its Third Party Software.

2. SUMMARY of SERVICES and PRICING

This Contract is entered into pursuant to the Master Technology Services–Standard Provisions agreement (“Master Agreement”) between VCPI and client name (“Client”) the terms and provisions of which are hereby incorporated herein by this reference as fully as though set forth herein.

2.1 Pricing Sheet

Service	Occurrence	Fee/Unit	Quantity	One-Time Fee	Monthly Fee
Recurring Services					
Co-Location/Hosting Services [150]	Monthly	$ 305.00	210		$64,050.00
Client Support Services [210.2]	Monthly	$ 30.00	210		$ 6,300.00
Telecommunication Services [450]	Monthly	$ 100.00	210		$21,000.00
IT Consulting Services					
Service Desk - Call Escalation [210.1]	As needed	Attachment E - Standard Rates			
IT Consulting Services [760]	As needed	Attachment E - Standard Rates			
Total Service Fees		**$ 435.00**		**$**	**$91,350.00**

<u>Additional Pricing Terms:</u>

1. All non-recurring fees are subject to VCPI quarterly rate changes. Prices do not include annual software maintenance fees or taxes.
2. Licensing fees are subject to vendor rate at time of contract draft.
3. All recurring fees are subject to annual price increase provisions not to exceed 10% of prior Fee/Unit.

2.2 Contract Term

36 months beginning the first full month after effective date

This SOW shall be deemed effective as of __________, 20___(“Effective Date”).

All recurring fees stated within this contract, or new recurring fees added for additional services during the term of the contract are valid through the end date of the Contract Term listed above.

Monthly recurring fees will be charged beginning the first full month after the execution date of the SOW.

Upon renewal of this contract, prices are subject to change.

2.3 Method of Payment

Monthly fees are billed, in arrears, as the services are performed or the expenses are incurred. Payment is due within 30 days of the invoice date.

Accepted by VCPI:	**Accepted by Assisted Living Concepts:**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

ATTACHMENT A: Client Software Declaration

Required Licenses: Client agrees to provide properly licensed software necessary to host Client's applications (the "Third Party Software") other than VCPI standard monitoring, and statistics software (the "VCPI Software"), which will be provided by VCPI. Client agrees that all Third Party Software required in connection with its initial configuration is set forth below, and will be acquired through the option selected by Client.

To the extent that Client desires to install, or have VCPI install on its behalf, additional Third Party Software, it will provide VCPI with proof of licensing for Third Party Software not acquired by VCPI. Client assumes the full responsibility for acquiring and maintaining valid software licenses for all Third Party Software used in connection with hosting Client's applications, other than software acquired on its behalf by VCPI. Third Party Software shall be licensed to Client from its respective owner(s) (the "Software Vendor(s)").

All title and intellectual property rights in and to Third Party Software shall be controlled by the terms of the applicable licenses, and Client agrees to only use such software in accordance with the instructions, use rights and/or licenses provided by the applicable Software Vendor. All right, title and interest in and to the VCPI Software shall be controlled by the applicable license agreement, or if not specified, shall be owned at all times by VCPI. All title and intellectual property rights in and to any content accessed through use of Third Party Software or VCPI Software is the property of the respective content owner, may be protected by applicable copyright or other intellectual property laws and treaties, and may only be used as authorized by such owner. Nothing herein grants Client any rights to use such content.

Client hereby indemnifies VCPI for any claims, damages, and/or causes of action arising from or relating to (i) Client's failure to acquire and maintain valid software licenses for all Third Party Software; and (ii) any claims by a Software Vendor that Client, or any party who has received access to the Third Party Software through Client (other than VCPI), has misused its Third Party Software, breached a Third Party Software license, or infringed its intellectual property rights in its Third Party Software.

Statement of Work

Hosted Software Schedule

Vendor	Title	Version	VCPI Monthly Price[1]	Option	Quantity[2]
ADP	Payroll		N/A	C	N/A
Comshare	ALC Budgeting application.		N/A	C	N/A
Document Entry	Accounts Payable invoice information		N/A	C	N/A
eTime	Time and Attendence		N/A	C	N/A
F9	Solomon Add-on application		N/A	C	N/A
FAS	Fixed Asset application. - Still used?		N/A	C	N/A
FRx	Report Generator Application		N/A	C	N/A
NetSatisfaction			N/A	C	N/A
Office	Microsoft Office		N/A	C	N/A
Petty Checks			N/A	C	N/A
QCT Review			N/A	C	N/A
Rate Increase	Annual rate increase application.		N/A	C	N/A
Sharepoint Portal	Intranet Server		N/A	C	N/A
Solomon	Accounts Payable, Accounts Receivable, General Ledger		N/A	C	N/A
SQL 2000	SQL Database Server		N/A	C	N/A
U are U	Employee identification verification application		N/A	C	N/A

1 **VCPI Monthly Price:** This VCPI price is a monthly charge for Microsoft licenses if Option A is selected, which includes Client and server licensing; Citrix user licenses are One-Time-Charge (OTC).

2 **Quantity:** Quantity listed is the number reported to VCPI by Client at the time of signature. This number may be updated during the term of the active agreement.

Statement of Work

Option A. Monthly Rental from VCPI of Microsoft Software:

Client hereby agrees that VCPI will acquire licenses on a monthly basis for the Microsoft products set forth as Option A (the "Microsoft Software Products"). VCPI may change the prices charged to Client for such Microsoft Software Products on 30 days' prior written notice due to increases in the prices charged by Microsoft. Client hereby agrees to comply with all terms and conditions set forth in Attachment B with respect to such Software Products, and to otherwise cooperate with VCPI to use the Microsoft Software Products only as authorized by Microsoft.

Option B. Client to use VCPI as Preferred Software Vendor:

Client hereby directs and authorizes VCPI to order on Client's behalf the Third Party Software products listed as Option B. Client agrees to remit payment to VCPI, (a) the amount of the license fee, which VCPI will remit to the Third Party Software provider on Client's behalf; and (b) a 5% service fee for this administration. Upon payment by Client, title to such software licenses will pass directly to Client.

Option C. Client-Supplied Third Party Software:

Client agrees to acquire directly from its own supplier licenses for the Third Party Software products listed as Option C. Client agrees to supply to VCPI prior to Activation with software media and proof of licensing for such Software Products, however, Client assumes the full responsibility for acquiring and maintaining valid software licenses for all Third Party Software acquired by Client for use in connection with hosting Client's applications.

Client License Terms
Terms and Conditions Regarding Use of Microsoft Software Products

This document concerns Client's use of Microsoft software, which includes computer software provided to Client as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). VCPI does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which VCPI needs to inform the Client. Client's right to use the SOFTWARE PRODUCTS provided by your agreement with VCPI, and to your understanding of, compliance with and consent to the following terms and conditions, which VCPI does not have authority to vary, alter or amend.

1. DEFINITIONS.

a. **"Client Software"** means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

b. **"Device"** means each of a computer, workstation, terminal, handheld PC, pager, telephone, "smart phone", or other electronic device.

c. **"MICROSOFT SOFTWARE"** means computer software, and may also include associated media, printed materials, and "online" or electronic documentation licensed by Microsoft and provided to Client as a service by VCPI.

d. "**Server Software**" means software that provides services or functionality on a computer acting as a server.

e. "**Redistribution Software**" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2. OWNERSHIP OF SOFTWARE PRODUCTS. The SOFTWARE PRODUCTS are licensed to **VCPI** from an affiliate of the Microsoft Corporation. All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Client's possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to the Client.

3. USE OF CLIENT SOFTWARE. Client may only use the MICROSOFT SOFTWARE PRODUCTS in accordance with the instructions, and in connection with the application services, provided to Client by **VCPI.** Client is only authorized to remotely access the functionality of the MICROSOFT SOFTWARE PRODUCTS except for certain Client Software and Other Software that may be installed on Client's Devices as expressly authorized by **VCPI**. Other than such Client Software and Other Software, Client may not install any other components of the MICROSOFT SOFTWARE PRODUCTS on Client's Devices.

4. COPIES. Client may not make any copies of the SOFTWARE PRODUCTS; provided, however, that Client may (a) install one (1) copy of certain Client Software on Client's Device as expressly authorized by **VCPI**; and (b) Client may install copies of certain Other Software as described in Paragraph 14 (Other Rights and Limitations) below. Client must erase or destroy such Client Software and/or the Other Software upon termination of Client's agreement with **VCPI**, upon notice from **VCPI** or upon transfer of Client's Device to another person or entity, whichever first occurs. Client may not copy the printed materials accompanying the MICROSOFT SOFTWARE PRODUCTS.

5. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. Client may not reverse engineer, decompile, or disassemble the MICROSOFT SOFTWARE PRODUCTS, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6. RENTAL. Client may not rent, lease, lend, or transfer, directly or indirectly, the MICROSOFT SOFTWARE PRODUCTS to any third party.

7. TERMINATION. Without prejudice to any other rights, **VCPI** may terminate Client's rights to use the MICROSOFT SOFTWARE PRODUCTS if Client fails to comply with these licensing terms. In such event, Client must cease using and destroy all copies of the MICROSOFT SOFTWARE PRODUCTS and all of its component parts, and delete same from any Device owned or controlled by Client.

8. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. CLIENT'S AGREEMENT IS WITH **VCPI** AND ANY WARRANTIES, ASSUMPTION OF LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED BY **VCPI** AND NOT BY MICROSOFT.

9. INDEMNIFICATION. Client agrees to indemnify and hold VCPI harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs and expenses, including attorneys' fees, arising from Client's use of MICROSOFT SOFTWARE or any violation by Client of any of the terms of this Agreement.

10. PRODUCT SUPPORT. Product support for the SOFTWARE PRODUCTS is provided to Client by VCPI and is not provided by Microsoft or its affiliates or subsidiaries.

11. NOT FAULT TOLERANT. THE MICROSOFT SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN THE ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE MICROSOFT SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS. Client acknowledges that the MICROSOFT SOFTWARE PRODUCTS are U.S. origin. Client agrees to comply with all applicable international and national laws that apply to the MICROSOFT SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

13. NOTE ON JAVA SUPPORT. The MICROSOFT SOFTWARE PRODUCTS may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear sites, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

14. U.S. GOVERNMENT RIGHTS. All MICROSOFT SOFTWARE PRODUCTS provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. ALL SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for FAR, 48 CFR 52.277-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

15. OTHER RIGHTS AND LIMITATIONS.

a. For Commerce Server, Host Integrations Server and Internet Security and Acceleration Server—Use of Redistributable Software ("SKD Software"). If included in the SOFTWARE PRODUCT, Client may install and use copies of the SDK Software on one or more computers located at the Client's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). Client may modify the Sample Code (identified in the "samples" directories) to design, develop, and test Client Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at Client's premises. Client may also reproduce and distribute the Sample Code, along with any modifications Client make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that Client agrees:

(1) to distribute the Redistributable Code in object code form and only in conjunction with Client's Application, which Application adds significant and primary functionality to the Redistributable Code;

(2) not to use MICROSOFT's name, logo, or trademarks to market the Application;

(3) to include a valid copyright notice in Client's name on the Application;

(4) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Application;

(5) to otherwise comply with the terms of this License; and

(6) that Microsoft reserves all rights not expressly granted.

b. For Small Business Server-General (excluding Microsoft SQL Server). Note Regarding Use of Redistributable Components. Client may modify, reproduce and/or distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components") provided that Client complies with the Modifications Distribution Terms listed in such REDIST.TXT file.

c. For Small Business Server-Microsoft SQL Server. Note Regarding the Use of Redistributable Components. Client has the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT contained in the SOFTWARE PRODUCT (collectively, the "Redistributable Code"), provided that Client also complies with the following:

(1) General Requirements. If Client chooses to redistribute any portion of the Redistributable Code, Client agrees:

a. to distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by Client that adds significant and primary functionality to the SOFTWARE PRODUCT (“Application”);

b. not to use Microsoft’s name, logo, or trademarks to market the Application;

c. to include a valid copyright notice in Client’s name on the Application;

d. to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Application; and

e. to otherwise comply with the terms of this License.

Client also agrees not to permit further distribution of the Redistributable Code by Client’s end users except Client may permit further redistribution of the Redistributable Code by Client distributors if they only distribute the Redistributable Code in conjunction with, and as part of, the Application and Client and Client’s distributors comply with all other terms of this License.

(2) Additional Requirements for MSDE. If Client chooses to redistribute MSDE, Client also agrees:

a. that Client’s Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and

b. that unless Client Application requires Client’s Clients to license Microsoft Access in order to operate, Client shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” product.

d. For Microsoft SQL Server. Use of Redistributable Code. Client have the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine (“MSDE”) and the files listed in the REDIST.TXT contained in the SOFTWARE PRODUCT (collectively, the “Redistributable Code”), provided that Client also comply with the following:

(1) General Requirements. If Client chooses to redistribute any portion of the Redistributable Code, Client agrees:

a. to distribute the Redistributable Code in object code from and only in conjunction with and as a part of a software application product developed by Client that adds significant and primary functionality to the SOFTWARE PRODUCT (“Application”);

b. not to use Microsoft’s name, logo, or trademarks to market the Application;

c. to include a valid copyright notice in Client’s name on the Application;

d. to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result form the use of distribution of the Application; and

e. To otherwise comply with the terms of this License.

Client also agrees not to permit further distribution of the Redistributable Code by Client’s end users except Client may permit further redistribution of the Redistributable Code by Client distributors if they distribute the Redistributable Code in conjunction with, and as part of, the Application and Client’s distributors comply with all other terms of this License.

(2) Additional Requirements for MSDE. If Client chooses to redistribute MSDE, Client also agrees:

a. that Client’s Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and

b. that unless Client’s Application requires Client’s Clients to license Microsoft Access in order to operate, Client shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” produce.

c. For SMS Server. Installation — *Client Software.* Client may install and use the Installer component of the Client Software (“SMS Installer”) only for the purpose of creating installation programs through the use of SMS Installer (“Setup Programs”). Client may also use and modify the source code

designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing Client's Setup Programs. Client may also install and use in object code form the Redistributable Components (as defined below), along with any modifications Client may make to the Sample Code, only on Devices within Client's organization for a purpose other than creation of Setup Programs, provided that: (a) Client reproduces and uses the Redistributable Components only in conjunction with or as part of a Setup Program; (b) a valid SAL is acquired by VCPI on Client's behalf for Microsoft Systems Management Server for each User that uses the Redistributable Components; and (c) Client indemnifies, holds harmless and defends Microsoft and its suppliers from and against any claims or lawsuit, including attorneys' fees, that arise or result from the use of Client Setup Program or any software installed by Client Setup Program. Client does not have any other right to install or use SMS Installer. Client may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications Client may make to the Sample Code, provided that Client comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described above. **Use of the Redistributable Components.** Client may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications Client may make to the Sample Code, provided that Client comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described in subsection (a)-(c) of the Client Software note above.

IN WITNESS WHEREOF, the parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

Accepted by VCPI:	**Accepted by Assisted Living Concepts:**
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Statement of Work

ATTACHMENT B: Change Management Process
Requirements for initiating a change to the scope of work being performed

The VCPI Statement of Work ("SOW") provides comprehensive, detailed information concerning the scope and pricing of all services provided by VCPI to the Client.

The SOW is executed by the joint signing of both Section 2 and Attachment A. Section 2 summarizes the services and pricing, and Attachment A details the hosted software and method of licensure.

On the SOW, the Version and Release numbers are indicated in the lower left-hand corner of each page. As VCPI periodically changes our standard SOW, the Version number will change to reflect those improvements. The VCPI Account Manager will notify the Client of new Versions of the SOW as available, and the Client will choose whether to migrate to the newer Version of the SOW. If the Client would like to benefit from the enhanced Version, the Account Manager will draft an updated SOW for joint execution.

Client-initiated changes require a Statement of Work – Addendum to be signed. Examples of changes requiring a new Release would include:

(a) Acquisitions/divestitures of sites;

(b) Additions/deletions of hosted applications; and

(c) Scope and/or pricing changes, etc.

The VCPI Account Manager will notify the Client if any Client-requested change requires an amendment to the SOW. If so, the Account Manager will draft a Statement of Work – Addendum agreement, which details the changes to be made to the SOW.

Through this process the SOW will always represent a cumulative and current documentation of the services to be performed by VCPI and the pricing to be paid by the Client. The VCPI Account Manager will ensure accurate record-keeping of the SOW history, and is available to the Client to address any questions or issues.

ATTACHMENT C: Service Level Agreements
VCPI minimum performance standards

Service level agreements and non-performance penalties (if applicable) between VCPI and Client for services delivered under this contract are defined below.

General Disclaimer

In the event VCPI fails to attain the service levels identified below, in total or in part, the Client is entitled to receive a negotiated portion of the monthly application hosting fees as a credit with the following stipulations:

- The Client has executed the Statement of Work.
- The Client has no past-due balances at the time of the credit request.
- VCPI systems management tools and data will be the basis for calculations and determinations.
- Client must notify VCPI in writing of a credit request within 30 days after the applicable month-end.
- The Client meets Client Requirements/Assumptions identified in the Deliverables section of this Statement of Work.
- All personal computers and servers connected to the VCPI network must have current Anti-virus software, and latest OS security and service packs installed to be eligible for SLAs .

Production Services — Application Hosting SLA

Availability

- Shared storage environment meets or exceeds 99.9% scheduled uptime.
- Wide area network (WAN) environment meets or exceeds 99.9% scheduled uptime.

Utilization

- Central Processor Unit (CPU) utilization not to exceed 70% monthly average during normal business hours (7am – 7pm Central Time).
- Memory utilization not to exceed 70% monthly average during normal business hours (7am – 7pm Central Time).

Definitions

- ‘Scheduled Uptime’ is defined as the duration in hours of system availability, including planned scheduled outages, divided by the total hours in a month, expressed as a percentage.
- ‘Scheduled Uptime’ is alternatively defined as the total hours in a month less unscheduled outage or interruption duration, divided by the total hours in a month, expressed as a percentage.
- ‘Unscheduled Outage or Interruption’ is defined as the duration in hours that the Client cannot access of the specifically named hosted applications (please refer to the Client Software Declaration), excluding:
  (1) planned scheduled outages for system maintenance.
  (2) access circuit problems of the Client’s local network connection.
  (3) latency or other problems related to Internet-based Virtual Private Networks (VPNs).
  (4) unscheduled outages or interruptions caused by Client-owned equipment, applications not listed on the Client Software Declaration, or Client-site network problems.
  (5) unscheduled outages or interruptions caused by circumstances beyond VCPI’s reasonable control (i.e. *force majeure*, exploits in packaged software, etc.).
  (6) Software no longer supported by the vendor.
  (7) Software in non-current releases and/or patch levels.

Telecommunication Services – Network Connectivity SLA

General

- Credits due to data carrier Service Level Agreement violations will be passed through to the Client if VCPI is paying carrier invoices on Client's behalf.

Client Support Services – Service Desk SLA

Call Back

- **URGENT**– Call will be warm transferred to a technician.
- **HIGH** – Initial call back within 2.5 hours.
- **MEDIUM** – Initial call back within 8 business hours.
- **LOW** – As scheduled per work order or project plan.

General

- Call reports generated from the HEAT call tracking database will be provided to Client on a weekly basis.
- SLAs are void in the following conditions:
  - Planned, scheduled outages for system maintenance.
  - Access circuit problems of the Client's local network connection.
  - Latency or other problems related to Internet-based Virtual Private Networks (VPNs).
  - Unscheduled outages or interruptions caused by Client-owned equipment, applications not listed on the Client Software Declaration, or Client-site network problems.
  - Unscheduled outages or interruptions caused by circumstances beyond VCPI's reasonable control (i.e. *force majeure*, exploits in packaged software, etc.).
  - Software no longer supported by the vendor.
  - Software in non-current releases and/or patch levels.

Field Support Services – Onsite Technical Support SLA

Onsite

VCPI will have a technician onsite to troubleshoot the reported issue within the timeframes listed below (based on issue severity):

- Priority 1 (high priority): Resource onsite within two (2) business days.
- Priority 3 (medium priority): Resource onsite within five (5) business days.
- Priority 5 (low priority): Resource onsite within ten (10) business days.

General

- If a VCPI technician is not available to fulfill the timeframes listed above, a third party technical resource will be utilized to troubleshoot and resolve the issue.
- Rates will be billed per 3rd party rates in the Client's area; however, these time frames cannot be guaranteed by VCPI.

Statement of Work

ATTACHMENT D: Site Listing

Facility Name	Address	City	County	State

Total Facilities **0**

Statement of Work

ATTACHMENT E: Standard Rate Schedule
Effective until September 30, 2006

Service	Standard Hourly Rate	ALC Hourly Rate
Training Services	$125/Hr	$125/Hr
System Engineering Support	$125/Hr	$125/Hr
Network Engineering Support	$125/Hr	$125/Hr
Telecommunications Support	$ 85/Hr	$ 85/Hr
IT Security Support	$125/Hr	$125/Hr
Service Desk Analyst Service	$ 85/Hr	$ 75/Hr
Field Engineering Support	$ 85/Hr	$ 85/Hr
Disaster Recovery Services	$125/Hr	$125/Hr
Development Services	$110/Hr	$110/Hr
Project Management	$125/Hr	$125/Hr
IT Hardware Procurement	VCPI current list	VCPI current list

Exhibit 10.7

ASSISTED LIVING CONCEPTS, INC.
2006 OMNIBUS INCENTIVE COMPENSATION PLAN

SECTION 1. Purpose. The purpose of this Assisted Living Concepts, Inc. 2006 Omnibus Incentive Compensation Plan is to promote the interests of Assisted Living Concepts, Inc., a Nevada corporation (the "Company"), and its stockholders by (a) attracting and retaining exceptional directors, officers, employees and consultants (including prospective directors, officers, employees and consultants) of the Company and its Affiliates (as defined below) and (b) enabling such individuals to participate in the long-term growth and financial success of the Company.

SECTION 2. Definitions. As used herein, the following terms shall have the meanings set forth below:

"Affiliate" means (a) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (b) any entity in which the Company has a significant equity interest, in either case following the Initial Distribution and as otherwise determined by the Committee.

"Award" means any award that is permitted under Section 6 and granted under the Plan.

"Award Agreement" means any written agreement, contract or other instrument or document evidencing any Award, which may, but need not, require execution or acknowledgment by a Participant.

"Board" means the Board of Directors of the Company.

"Cash Incentive Award" shall have the meaning specified in Section 6(f).

"Change of Control" shall (a) have the meaning set forth in an Award Agreement or (b) if there is no definition set forth in an Award Agreement, mean the occurrence of any of the following events, not including any events occurring prior to or in connection with the Initial Distribution (including the occurrence of such Initial Distribution):

(i) the consummation of (A) a merger, consolidation, statutory share exchange or similar form of corporate transaction involving (x) the Company or (y) any of its subsidiaries, but in the case of this clause (y) only if Company Voting Securities (as defined below) are issued or issuable in connection with such transaction (each of the transactions referred to in this clause (A), a "Reorganization") or (B) a sale or other disposition of all or substantially all the assets of the Company to a person that is not an Affiliate of the Company (a "Sale"), in each case, if such Reorganization or Sale requires the approval of the Company's stockholders under the law of the Company's jurisdiction of organization (whether such approval is required for such Reorganization or Sale or for the issuance of securities in such Reorganization or Sale), unless, immediately following such Reorganization or Sale, (1) all or substantially all the persons who were the "beneficial owners" (as such term is defined in Rule 13d-3 under the Exchange Act) of the securities eligible to vote for the election of the Board ("Company Voting Securities") outstanding immediately prior to the consummation of such Reorganization or Sale beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Reorganization or Sale (including a corporation or other entity that as a result of such transaction directly or indirectly owns the Company or all or substantially all the Company's assets) (the "Continuing Company") in substantially the same proportions as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Company Voting Securities (excluding any outstanding voting securities of the Continuing Company that such beneficial owners hold immediately following the consummation of such Reorganization or Sale as a result of their ownership prior to such consummation of voting securities of any corporation or other entity (other than the Company) involved in or forming part of such Reorganization or Sale), (2) no Person (excluding (x) any employee benefit plan (or related trust or fiduciary) sponsored or maintained by the Company or its Affiliates, (y) Scotia and (z) the Company and its Affiliates) beneficially owns, directly or indirectly, 20% or more of the combined voting power of the outstanding voting securities of the Continuing Company immediately following the consummation of such Reorganization or Sale and (3) immediately following the consummation of such Reorganization or Sale, at least a majority of the members of the board of directors (or equivalent body) of the Continuing Company are Incumbent Directors;

(ii) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company, unless such liquidation or dissolution is part of a transaction or series of transactions described in paragraph (i) above that does not otherwise constitute a Change of Control; or

(iii) any Person or "group" (as used in Section 14(d)(2) of the Exchange Act) (excluding (x) any employee benefit plan (or related trust or fiduciary) sponsored or maintained by the Company or its Affiliates, (y) Scotia and (z) the Company and its Affiliates) becomes the beneficial owner, directly or indirectly, of Company Voting Securities representing 20% or more of the combined voting power of the then outstanding Company Voting Securities; provided, however, that, for purposes of this subparagraph (iv), no acquisition of Company Voting Securities (x) directly from the Company or (y) by any employee benefit plan (or related trust or fiduciary) sponsored or maintained by the Company or its Affiliates shall constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Committee" means the Compensation/ Nominating/ Governance committee of the Board, or such other committee of the Board as may be designated by the Board from time to time to administer the Plan.

"EBITDA" means earnings before interest, taxes, depreciation and amortization.

"Effective Date" has the meaning assigned thereto in the Arrangement Agreement, dated as of July , 2006, among Extendicare Real Estate Investment Trust, the Company and the other parties thereto.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto.

"Exercise Price" means (a) in the case of Options, the price specified in the applicable Award Agreement as the price-per-Share at which Shares may be purchased pursuant to such Option or (b) in the case of SARs, the price specified in the applicable Award Agreement as the reference price-per-Share used to calculate the amount payable to the Participant.

"Fair Market Value" means (a) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee and (b) with respect to the Shares, as of any date, (i) the mean between the high and low sales prices of the Shares (A) as reported by the NYSE for such date or (B) if the Shares are listed on any other national stock exchange, as reported on the stock exchange composite tape for securities traded on such stock exchange for such date or, with respect to each of clauses (A) and (B), if there were no sales on such date, on the closest preceding date on which there were sales of Shares or (ii) in the event there shall be no public market for the Shares on such date, the fair market value of the Shares as determined in good faith by the Committee.

"Incentive Stock Option" means an option to purchase Shares from the Company that (a) is granted under Section 6 and (b) is intended to qualify for special Federal income tax treatment pursuant to Sections 421 and 422 of the Code, as now constituted or subsequently amended, or pursuant to a successor provision of the Code, and which is so designated in the applicable Award Agreement.

"Independent Director" means a member of the Board who is neither (a) an employee of the Company nor (b) an employee of any Affiliate, and who, at the time of acting, is a "Non-Employee Director" under Rule 16b-3.

"Initial Distribution" means the issuance of shares of Class A common stock and Class B common stock of the Company to the holders of Extendicare Inc. Subordinate Voting Shares and Multiple Voting Shares, respectively, on the Effective Date pursuant to the Plan of Arrangement to be filed by Extendicare Inc. with Canadian authorities in connection with, among other things, the Company's separation from Extendicare Inc.

"IRS" means the Internal Revenue Service or any successor thereto and includes the staff thereof.

"Nonqualified Stock Option" means an option to purchase Shares from the Company that (a) is granted under Section 6 and (b) is not an Incentive Stock Option.

“NYSE” means the New York Stock Exchange or any successor thereto.

“Option” means an Incentive Stock Option or a Nonqualified Stock Option or both, as the context requires.

“Participant” means any director, officer, employee or consultant (including any prospective director, officer, employee or consultant) of the Company or its Affiliates who is eligible for an Award under Section 5 and who is selected by the Committee to receive an Award under the Plan or who receives a Substitute Award pursuant to Section 4(c).

“Performance Compensation Award” means any Award designated by the Committee as a Performance Compensation Award pursuant to Section 6(i).

“Performance Criteria” means the criterion or criteria that the Committee shall select for purposes of establishing a Performance Goal for a Performance Period with respect to any Performance Compensation Award, Performance Unit or Cash Incentive Award under the Plan.

“Performance Formula” means, for a Performance Period, the one or more objective formulas applied against the relevant Performance Goal to determine, with regard to the Performance Compensation Award, Performance Unit or Cash Incentive Award of a particular Participant, whether all, a portion or none of the Award has been earned for the Performance Period.

“Performance Goal” means, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria.

“Performance Period” means the one or more periods of time as the Committee may select over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to and the payment of a Performance Compensation Award, Performance Unit or Cash Incentive Award.

“Performance Unit” means an Award under Section 6(e) that has a value set by the Committee (or that is determined by reference to a valuation formula specified by the Committee or the Fair Market Value of Shares), which value may be paid to the Participant by delivery of such property as the Committee shall determine, including without limitation, cash or Shares, or any combination thereof, upon achievement of such Performance Goals during the relevant Performance Period as the Committee shall establish at the time of such Award or thereafter.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization or a government agency or political subdivision thereof or any other entity.

“Plan” means this Assisted Living Concepts, Inc. 2006 Omnibus Incentive Compensation Plan, as in effect from time to time.

“Restricted Share” means a Share delivered under the Plan that is subject to certain transfer restrictions, forfeiture provisions and/or other terms and conditions specified herein and in the applicable Award Agreement.

“RSU” means a restricted stock unit Award that is designated as such in the applicable Award Agreement and that represents an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property in accordance with the terms of the applicable Award Agreement.

“Rule 16b-3” means Rule 16b-3 as promulgated and interpreted by the SEC under the Exchange Act or any successor rule or regulation thereto as in effect from time to time.

“SAR” means a stock appreciation right Award that represents an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property equal in value to the excess, if any, of the Fair Market Value per Share over the Exercise Price per Share of the SAR, subject to the terms of the applicable Award Agreement.

“Scotia” means, collectively, Scotia Investments Limited, Minas Basin Creditco Limited, Parrsboro Lumber Company, Minas Basin Investments and BH Investments Limited, and any Person who would be deemed the same “person” as any such entity for purposes of Sections 13(d) and 14(d) of the Exchange Act, whether or not applicable or who is directly or indirectly controlled by members of the family of the late R.A. Jodrey.

“SEC” means the Securities and Exchange Commission or any successor thereto and shall include the staff thereof.

“Shares” means shares of Class A common stock of the Company, $0.01 par value, or such other securities of the Company (a) into which such shares shall be changed by reason of a recapitalization, merger, consolidation, split-up, combination, exchange of shares or other similar transaction or (b) as may be determined by the Committee pursuant to Section 4(b).

“Subsidiary” means any entity in which the Company, directly or indirectly, possesses 50% or more of the total combined voting power of all classes of its stock.

“Substitute Awards” shall have the meaning specified in Section 4(c).

SECTION 3. Administration. (a) Composition of Committee. The Plan shall be administered by the Committee, which shall be composed of one or more directors, as determined by the Board; provided that after the date of the consummation of the Initial Distribution, to the extent necessary to comply with the rules of the NYSE and Rule 16b-3 and to satisfy any applicable requirements of Section 162(m) of the Code and any other applicable laws or rules, the Committee shall be composed of two or more directors, all of whom shall be Independent Directors and all of whom shall (i) qualify as “outside directors” under Section 162(m) of the Code and (ii) meet the independence requirements of the NYSE.

(b) Authority of Committee. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have sole and plenary authority to administer the Plan, including, but not limited to, the authority to (i) designate Participants, (ii) determine the type or types of Awards to be granted to a Participant, (iii) determine the number of Shares to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with, Awards, (iv) determine the terms and conditions of any Awards, (v) determine the vesting schedules of Awards and, if certain performance criteria must be attained in order for an Award to vest or be settled or paid, establish such performance criteria and certify whether, and to what extent, such performance criteria have been attained, (vi) determine whether, to what extent and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended, (vii) determine whether, to what extent and under what circumstances cash, Shares, other securities, other Awards, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee, (viii) interpret, administer, reconcile any inconsistency in, correct any default in and supply any omission in, the Plan and any instrument or agreement relating to, or Award made under, the Plan, (ix) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, (x) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards, (xi) amend an outstanding Award or grant a replacement Award for an Award previously granted under the Plan if, in its sole discretion, the Committee determines that (A) the tax consequences of such Award to the Company or the Participant differ from those consequences that were expected to occur on the date the Award was granted or (B) clarifications or interpretations of, or changes to, tax law or regulations permit Awards to be granted that have more favorable tax consequences than initially anticipated and (xii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) Committee Decisions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award shall be within the sole and plenary discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all persons, including the Company, any Affiliate, any Participant, any holder or beneficiary of any Award and any stockholder.

(d) Indemnification. No member of the Board, the Committee or any employee of the Company (each such person, a “Covered Person”) shall be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award hereunder. Each Covered Person shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability or expense (including attorneys’ fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement and (ii) any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding, and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the Company's Amended and Restated Articles of Incorporation or Bylaws. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's Amended and Restated Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

(e) Delegation of Authority to Senior Officers. The Committee may delegate, on such terms and conditions as it determines in its sole and plenary discretion, to one or more senior officers of the Company the authority to make grants of Awards to officers (other than executive officers), employees and consultants of the Company and its Affiliates (including any prospective officer, employee or consultant) and all necessary and appropriate decisions and determinations with respect thereto.

(f) Awards to Independent Directors. Notwithstanding anything to the contrary contained herein, the Board may, in its sole and plenary discretion, at any time and from time to time, grant Awards to Independent Directors or administer the Plan with respect to such Awards. In any such case, the Board shall have all the authority and responsibility granted to the Committee herein.

SECTION 4. Shares Available for Awards; Other Limits. (a) Shares Available. Subject to adjustment as provided in Section 4(b), the aggregate number of Shares that may be delivered pursuant to Awards granted under the Plan shall be 4,000,000, of which the maximum number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan shall be 4,000,000, provided that each such number of Shares shall automatically be adjusted to take into account any stock distribution or stock split that occurs in connection with the Initial Distribution. If, after the effective date of the Plan, any Award granted under the Plan is forfeited, or otherwise expires, terminates or is canceled without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or canceled Award shall again become available to be delivered pursuant to Awards under the Plan. If Shares issued upon exercise, vesting or settlement of an Award, or Shares owned by a Participant (which are not subject to any pledge or other security interest), are surrendered or tendered to the Company in payment of the Exercise Price of an Award or any taxes required to be withheld in respect of an Award, in each case, in accordance with the terms and conditions of the Plan and any applicable Award Agreement, such surrendered or tendered Shares shall again become available to be delivered pursuant to Awards under the Plan; provided, however, that in no event shall such Shares increase the number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan. Subject to adjustment as provided in Section 4(b), (i) the maximum number of Shares with respect to which Awards may be granted to any Participant in any fiscal year of the Company shall be 200,000, provided that such number of Shares shall automatically be adjusted to take into account any stock distribution or stock split that occurs in connection with the Initial Distribution, and (ii) the maximum aggregate amount of cash and other property (valued at its Fair Market Value) other than Shares that may be paid or delivered pursuant to Awards to any Participant in any fiscal year of the Company shall be $2,000,000.

(b) Adjustments for Changes in Capitalization and Similar Events. In the event that the Committee determines that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee in its discretion to be appropriate or desirable, then the Committee may (i) in such manner as it may deem equitable or desirable, adjust any or all of (A) the number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted, including (1) the aggregate number of Shares that may be delivered pursuant to Awards granted under the Plan, as provided in Section 4(a) and (2) the maximum number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted to any Participant in any fiscal year of the Company and (B) the terms of any outstanding Award, including (1) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards or to which outstanding Awards relate and (2) the Exercise Price with respect to any Award, (ii) if deemed appropriate or desirable by the Committee, make provision for a cash payment to the holder of an outstanding Award in consideration for the cancellation of such Award, including, in the case of an outstanding Option or SAR, a cash payment to the holder of such Option or SAR in consideration for the cancellation of such Option or SAR in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option or SAR over the aggregate Exercise Price of such Option or SAR and (iii) if deemed appropriate or desirable by the Committee, cancel and terminate any Option or SAR having a per Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option or SAR without any payment or consideration therefor.

(c) Substitute Awards. Awards may, in the discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by the Company or any of its Affiliates or a company acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines ("Substitute Awards"). The number of Shares underlying any Substitute Awards shall be counted against the aggregate number of Shares available for Awards under the Plan; provided, however, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding awards previously granted by an entity that is acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines shall not be counted against the aggregate number of Shares available for Awards under the Plan; provided further, however, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding stock options intended to qualify for special tax treatment under Sections 421 and 422 of the Code that were previously granted by an entity that is acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines shall be counted against the aggregate number of Shares available for Incentive Stock Options under the Plan.

(d) Sources of Shares Deliverable Under Awards. Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

SECTION 5. Eligibility. Any director, officer, employee or consultant (including any prospective director, officer, employee or consultant) of the Company or any of its Affiliates shall be eligible to be designated a Participant.

SECTION 6. Awards. (a) Types of Awards. Awards may be made under the Plan in the form of (i) Options, (ii) SARs, (iii) Restricted Shares, (iv) RSUs, (v) Performance Units, (vi) Cash Incentive Awards and (viii) other equity-based or equity-related Awards that the Committee determines are consistent with the purpose of the Plan and the interests of the Company. Awards may be granted in tandem with other Awards. No Incentive Stock Option (other than an Incentive Stock Option that may be assumed or issued by the Company in connection with a transaction to which Section 424(a) of the Code applies) may be granted to a person who is ineligible to receive an Incentive Stock Option under the Code.

(b) Options. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom Options shall be granted, the number of Shares to be covered by each Option, whether the Option will be an Incentive Stock Option or a Nonqualified Stock Option and the conditions and limitations applicable to the vesting and exercise of the Option. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code and any regulations related thereto, as may be amended from time to time. All Options granted under the Plan shall be Nonqualified Stock Options unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option. If an Option is intended to be an Incentive Stock Option, and if for any reason such

Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan; provided that such Option (or portion thereof) otherwise complies with the Plan's requirements relating to Nonqualified Stock Options.

(ii) Exercise Price. Except as otherwise established by the Committee at the time an Option is granted and set forth in the applicable Award Agreement, the Exercise Price of each Share covered by an Option shall be not less than 100% of the Fair Market Value of such Share (determined as of the date the Option is granted); provided, however, that in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Affiliate, the per Share Exercise Price shall be no less than 110% of the Fair Market Value per Share on the date of the grant. Options are intended to qualify as "qualified performance-based compensation" under Section 162(m) of the Code.

(iii) Vesting and Exercise. Each Option shall be vested and exercisable at such times, in such manner and subject to such terms and conditions as the Committee may, in its sole and plenary discretion, specify in the applicable Award Agreement or thereafter. Except as otherwise specified by the Committee in the applicable Award Agreement, an Option may only be exercised to the extent that it has already vested at the time of exercise. Except as otherwise specified by the Committee in the Award Agreement, Options shall become vested and exercisable with respect to one-fourth of the Shares subject to such Options on each of the first four anniversaries of the date of grant. An Option shall be deemed to be exercised when written or electronic notice of such exercise has been given to the Company in accordance with the terms of the Award by the person entitled to exercise the Award and full payment pursuant to Section 6(b)(iv) for the Shares with respect to which the Award is exercised has been received by the Company. Exercise of an Option in any manner shall result in a decrease in the number of Shares that thereafter may be available for sale under the Option and, except as expressly set forth in Section 4(c), in the number of Shares that may be available for purposes of the Plan, by the number of Shares as to which the Option is exercised. The Committee may impose such conditions with respect to the exercise of Options, including, without limitation, any relating to the application of Federal or state securities laws, as it may deem necessary or advisable.

(iv) Payment. (A) No Shares shall be delivered pursuant to any exercise of an Option until payment in full of the aggregate Exercise Price therefor is received by the Company, and the Participant has paid to the Company an amount equal to any Federal, state, local and foreign income and employment taxes required to be withheld. Such payments may be made in cash (or its equivalent) or, in the Committee's sole and plenary discretion, (1) by exchanging Shares owned by the Participant (which are not the subject of any pledge or other security interest) or (2) if there shall be a public market for the Shares at such time, subject to such rules as may be established by the Committee, through delivery of irrevocable instructions to a broker to sell the Shares otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the aggregate Exercise Price, or by a combination of the foregoing; provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Shares so tendered to the Company as of the date of such tender is at least equal to such aggregate Exercise Price and the amount of any Federal, state, local or foreign income or employment taxes required to be withheld.

(B) Wherever in the Plan or any Award Agreement a Participant is permitted to pay the Exercise Price of an Option or taxes relating to the exercise of an Option by delivering Shares, the Participant may, subject to procedures satisfactory to the Committee, satisfy such delivery requirement by presenting proof of beneficial ownership of such Shares, in which case the Company shall treat the Option as exercised without further payment and shall withhold such number of Shares from the Shares acquired by the exercise of the Option.

(v) Expiration. Except as otherwise set forth in the applicable Award Agreement, each Option shall expire immediately, without any payment, upon the earlier of (A) the tenth anniversary of the date the Option is granted and (B) 90 days after the date the Participant who is holding the Option ceases to be a director, officer, employee or consultant of the Company or one of its Affiliates. In no event may an Option be exercisable after the tenth anniversary of the date the Option is granted.

(c) SARs. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom SARs shall be granted, the number of Shares to be covered by each SAR, the Exercise Price thereof and the conditions and limitations applicable to the exercise thereof. SARs may be granted in tandem with another Award, in addition to another Award or freestanding and unrelated to another Award. SARs granted in tandem with, or in addition to, an Award may be granted either at the same time as the Award or at a later time.

(ii) Exercise Price. Except as otherwise established by the Committee at the time a SAR is granted and set forth in the applicable Award Agreement, the Exercise Price of each Share covered by a SAR shall be not less than 100% of the Fair Market Value of such Share (determined as of the date the SAR is granted). SARs are intended to qualify as “qualified performance-based compensation” under Section 162(m) of the Code.

(iii) Exercise. A SAR shall entitle the Participant to receive an amount equal to the excess, if any, of the Fair Market Value of a Share on the date of exercise of the SAR over the Exercise Price thereof. The Committee shall determine, in its sole and plenary discretion, whether a SAR shall be settled in cash, Shares, other securities, other Awards, other property or a combination of any of the foregoing.

(iv) Other Terms and Conditions. Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine, at or after the grant of a SAR, the vesting criteria, term, methods of exercise, methods and form of settlement and any other terms and conditions of any SAR. Any such determination by the Committee may be changed by the Committee from time to time and may govern the exercise of SARs granted or exercised thereafter. The Committee may impose such conditions or restrictions on the exercise of any SAR as it shall deem appropriate or desirable.

(d) Restricted Shares and RSUs. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom Restricted Shares and RSUs shall be granted, the number of Restricted Shares and RSUs to be granted to each Participant, the duration of the period during which, and the conditions, if any, under which, the Restricted Shares and RSUs may vest or may be forfeited to the Company and the other terms and conditions of such Awards.

(ii) Transfer Restrictions. Restricted Shares and RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered except as provided in the Plan or as may be provided in the applicable Award Agreement; provided, however, that the Committee may in its discretion determine that Restricted Shares and RSUs may be transferred by the Participant. Certificates issued in respect of Restricted Shares shall be registered in the name of the Participant and deposited by such Participant, together with a stock power endorsed in blank, with the Company or such other custodian as may be designated by the Committee or the Company, and shall be held by the Company or other custodian, as applicable, until such time as the restrictions applicable to such Restricted Shares lapse. Upon the lapse of the restrictions applicable to such Restricted Shares, the Company or other custodian, as applicable, shall deliver such certificates to the Participant or the Participant's legal representative.

(iii) Payment/Lapse of Restrictions. Each RSU shall be granted with respect to one Share or shall have a value equal to the Fair Market Value of one Share. RSUs shall be paid in cash, Shares, other securities, other Awards or other property, as determined in the sole and plenary discretion of the Committee, upon the lapse of restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement. If a Restricted Share or an RSU is intended to qualify as "qualified performance-based compensation" under Section 162(m) of the Code, all requirements set forth in Section 6(i) must be satisfied in order for the restrictions applicable thereto to lapse.

(e) Performance Units. (i) Grant. Subject to the provisions of the Plan, the Committee shall have sole and plenary authority to determine the Participants to whom Performance Units shall be granted and the terms and conditions thereof.

(ii) Value of Performance Units. Each Performance Unit shall have an initial value that is established by the Committee at the time of grant. The Committee shall set Performance Goals in its discretion which, depending on the extent to which they are met during a Performance Period, will determine the number and value of Performance Units that will be paid out to the Participant.

(iii) Earning of Performance Units. Subject to the provisions of the Plan, after the applicable Performance Period has ended, the holder of Performance Units shall be entitled to receive a payout of the number and value of Performance Units earned by the Participant over the Performance Period, to be determined by the Committee, in its sole and plenary discretion, as a function of the extent to which the corresponding Performance Goals have been achieved.

(iv) Form and Timing of Payment of Performance Units. Subject to the provisions of the Plan, the Committee, in its sole and plenary discretion, may pay earned Performance Units in the form of cash or in Shares (or in a combination thereof) that has an aggregate Fair Market Value equal to the value of the earned Performance Units at the close of the applicable Performance Period. Such Shares may be granted subject to any restrictions in the applicable Award Agreement deemed appropriate by the Committee. The determination of the Committee with respect to the form and timing of payout of such Awards shall be set forth in the applicable Award Agreement. If a Performance Unit is intended to qualify as "qualified performance-based compensation" under Section 162(m) of the Code, all requirements set forth in Section 6(i) must be satisfied in order for a Participant to be entitled to payment.

(f) Cash Incentive Awards. Subject to the provisions of the Plan, the Committee, in its sole and plenary discretion, shall have the authority to grant Cash Incentive Awards. The Committee shall establish Cash Incentive Award levels to determine the amount of a Cash Incentive Award payable upon the attainment of Performance Goals. If a Cash Incentive Award is intended to qualify as "qualified performance-based compensation" under Section 162(m) of the Code, all requirements set forth in Section 6(i) must be satisfied in order for a Participant to be entitled to payment.

(g) Other Stock-Based Awards. Subject to the provisions of the Plan, the Committee shall have the sole and plenary authority to grant to Participants other equity-based or equity-related Awards (including, but not limited to, fully-vested Shares) in such amounts and subject to such terms and conditions as the Committee shall determine. If such an Award is intended to qualify as "qualified performance-based compensation" under Section 162(m) of the Code, all requirements set forth in Section 6(i) must be satisfied in order for a Participant to be entitled to payment.

(h) Dividend Equivalents. In the sole and plenary discretion of the Committee, an Award, other than an Option, SAR or Cash Incentive Award, may provide the Participant with dividends or dividend equivalents, payable in cash, Shares, other securities, other Awards or other property, on a current or deferred basis, on such terms and conditions as may be determined by the Committee in its sole and plenary discretion, including, without limitation, payment directly to the Participant, withholding of such amounts by the Company subject to vesting of the Award or reinvestment in additional Shares, Restricted Shares or other Awards.

(i) Performance Compensation Awards. (i) General. The Committee shall have the authority, at the time of grant of any Award, to designate such Award (other than Options and SARs) as a Performance Compensation Award in order to qualify such Award as "qualified performance-based compensation" under Section 162(m) of the Code. Options and SARs granted under the Plan shall not be included among Awards that are designated as Performance Compensation Awards under this Section 6(i).

(ii) Eligibility. The Committee shall, in its sole discretion, designate within the first 90 days of a Performance Period (or, if shorter, within the maximum period allowed under Section 162(m) of the Code) which Participants will be eligible to receive Performance Compensation Awards in respect of such Performance Period. However, designation of a Participant eligible to receive an Award hereunder for a Performance Period shall not in any manner entitle the Participant to receive payment in respect of any Performance Compensation Award for such Performance Period. The determination as to whether or not such Participant becomes entitled to payment in respect of any Performance Compensation Award shall be decided solely in accordance with the provisions of this Section 6(i). Moreover, designation of a Participant eligible to receive an Award hereunder for a particular Performance Period shall not require designation of such Participant eligible to receive an Award hereunder in any subsequent Performance Period and designation of one person as a Participant eligible to receive an Award hereunder shall not require designation of any other person as a Participant eligible to receive an Award hereunder in such period or in any other period.

(iii) Discretion of Committee with Respect to Performance Compensation Awards. With regard to a particular Performance Period, the Committee shall have full discretion to select the length of such Performance Period, the types of Performance Compensation Awards to be issued, the Performance Criteria that will be used to establish the Performance Goals, the kinds and levels of the Performance Goals that are to apply to the Company or any of its Subsidiaries, Affiliates, divisions or operational units, or any combination of the foregoing, and the Performance Formula. Within the first 90 days of a Performance Period (or, if shorter, within the maximum period allowed under Section 162 (m) of the Code), the Committee shall, with regard to the Performance Compensation Awards to be issued for such Performance Period, exercise its discretion with respect to each of the matters enumerated in the immediately preceding sentence and record the same in writing.

(iv) Performance Criteria. Notwithstanding the foregoing, the Performance Criteria that will be used to establish the Performance Goals shall be based on the attainment of specific levels of performance of the Company or any of its Subsidiaries, Affiliates, divisions or operational units, or any combination of the foregoing, and shall be limited to the following: (A) net income before or after taxes, (B) earnings before or after taxes (including EBITDA), (C) operating income, (D) earnings per share, (E) return on stockholders' equity, (F) return on investment or capital, (G) return on assets, (H) level or amount of acquisitions, (I) share price, (J) profitability and profit margins (including EBITDA margins), (K) market share, (L) revenues or sales (based on units or dollars), (M) costs, (N) cash flow, (O) working capital and (P) project completion time and budget goals. Such performance criteria may be applied on an absolute basis and/or be relative to one or more peer companies of the Company or indices or any combination thereof. To the extent required under Section 162(m) of the Code, the Committee shall, within the first 90 days of the applicable Performance Period (or, if shorter, within the maximum period allowed under Section 162(m) of the Code), define in an objective manner the method of calculating the Performance Criteria it selects to use for such Performance Period.

(v) Modification of Performance Goals. The Committee is authorized at any time during the first 90 days of a Performance Period (or, if shorter, within the maximum period allowed under Section 162(m) of the Code), or any time thereafter (but only to the extent the exercise of such authority after such 90-day period (or such shorter period, if applicable) would not cause the Performance Compensation Awards granted to any Participant for the Performance Period to fail to qualify as "qualified performance-based compensation" under Section 162(m) of the Code), in its sole and plenary discretion, to adjust or modify the calculation of a Performance Goal for such Performance Period to the extent permitted under Section 162(m) of the Code (A) in the event of, or in anticipation of, any unusual or extraordinary corporate item, transaction, event or development affecting the Company or any of its Affiliates, Subsidiaries, divisions or operating units (to the extent applicable to such Performance Goal) or (B) in recognition of, or in anticipation of, any other unusual or nonrecurring events affecting the Company or any of its Affiliates, Subsidiaries, divisions or operating units (to the extent applicable to such Performance Goal), or the financial statements of the Company or any of its Affiliates, Subsidiaries, divisions or operating units (to the extent applicable to such Performance Goal), or of changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange, accounting principles, law or business conditions.

(vi) Payment of Performance Compensation Awards. (A) Condition to Receipt of Payment. A Participant must be employed by the Company on the last day of a Performance Period to be eligible for payment in respect of a Performance Compensation Award for such Performance Period. Notwithstanding the foregoing, in the discretion of the Committee, Performance Compensation Awards may be paid to Participants who have retired or whose employment has terminated prior to the last day of a Performance Period for which a Performance Compensation Award is made or to the designee or estate of a Participant who has died prior to the last day of a Performance Period.

(B) Limitation. A Participant shall be eligible to receive payments in respect of a Performance Compensation Award only to the extent that (1) the Performance Goals for such period are achieved and certified by the Committee in accordance with Section 6(i)(vi)(C) and (2) the Performance Formula as applied against such Performance Goals determines that all or some portion of such Participant's Performance Compensation Award has been earned for the Performance Period.

(C) Certification. Following the completion of a Performance Period, the Committee shall meet to review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, to calculate and certify in writing that amount of the Performance Compensation Awards earned for the period based upon the Performance Formula. The Committee shall then determine the actual size of each Participant's Performance Compensation Award for the Performance Period and, in so doing, may apply negative discretion as authorized by Section 6(i)(vi)(D).

(D) Negative Discretion. In determining the actual size of an individual Performance Compensation Award for a Performance Period, the Committee may, in its sole and plenary discretion, reduce or eliminate the amount of the Award earned in the Performance Period, even if applicable Performance Goals have been attained.

(E) Timing of Award Payments. The Performance Compensation Awards granted for a Performance Period shall be paid to Participants as soon as administratively possible following completion of the certifications required by Section 6(i)(vi)(C), unless the Committee shall determine that any Performance Compensation Award shall be deferred.

(F) Discretion. In no event shall any discretionary authority granted to the Committee by the Plan be used to (1) grant or provide payment in respect of Performance Compensation Awards for a Performance Period if the Performance Goals for such Performance Period have not been attained, (2) increase a Performance Compensation Award for any Participant at any time after the first 90 days of the Performance Period (or, if shorter, the maximum period allowed under Section 162(m)) or (3) increase a Performance Compensation Award above the maximum amount payable under Section 4(a) of the Plan.

SECTION 7. Amendment and Termination. (a) Amendments to the Plan. Subject to any applicable law or government regulation, to any requirement that must be satisfied if the Plan is intended to be a stockholder approved plan for purposes of Section 162(m) of the Code and to the rules of the NYSE or any successor exchange or quotation system on which the Shares may be listed or quoted, the Plan may be amended, modified or terminated by the Board without the approval of the stockholders of the Company except that stockholder approval shall be required for any amendment that would (i) increase the maximum number of Shares for which Awards may be granted under the Plan or increase the maximum number of Shares that may be delivered pursuant to Incentive Stock Options granted under the Plan; provided, however, that any adjustment under Section 4(b) shall not constitute an increase for purposes of this Section 7(a) or (ii) change the class of employees or other individuals eligible to participate in the Plan. No modification, amendment or termination of the Plan may, without the consent of the Participant to whom any Award shall theretofor have been granted, materially and adversely affect the rights of such Participant (or his or her transferee) under such Award, unless otherwise provided by the Committee in the applicable Award Agreement.

(b) Amendments to Awards. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any Award theretofor granted, prospectively or retroactively; provided, however, that, except as set forth in the Plan, unless otherwise provided by the Committee in the applicable Award Agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely impair the rights of any Participant or any holder or beneficiary of any Award theretofor granted shall not to that extent be effective without the consent of the impaired Participant, holder or beneficiary.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee is hereby authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(b) or the occurrence of a Change of Control) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or of changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange, accounting principles or law (i) whenever the Committee, in its sole and plenary discretion, determines that such adjustments are appropriate or desirable, including, without limitation, providing for a substitution or assumption of Awards, accelerating the exercisability of, lapse of restrictions on, or termination of, Awards or providing for a period of time for exercise prior to the occurrence of such event, (ii) if deemed appropriate or desirable by the Committee, in its sole and plenary discretion, by providing for a cash payment to the holder of an Award in consideration for the cancellation of such Award, including, in the case of an outstanding Option or SAR, a cash payment to the holder of such Option or SAR in consideration for the cancellation of such Option or SAR in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option or SAR over the aggregate Exercise Price of such Option or SAR and (iii) if deemed appropriate or desirable by the Committee, in its sole and plenary discretion, by canceling and terminating any Option or SAR having a per Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option or SAR without any payment or consideration therefor.

SECTION 8. Change of Control. Unless otherwise provided in the applicable Award Agreement, in the event of a Change of Control after the date of the adoption of the Plan, unless provision is made in connection with the Change of Control for (a) assumption of Awards previously granted or (b) substitution for such Awards of new awards covering stock of a successor corporation or its “parent corporation” (as defined in Section 424(e) of the Code) or “subsidiary corporation” (as defined in Section 424(f) of the Code) with appropriate adjustments as to the number and kinds of shares and the Exercise Prices, if applicable, (i) any outstanding Options or SARs then held by Participants that are unexercisable or otherwise unvested shall automatically be deemed exercisable or otherwise vested, as the case may be, as of immediately prior to such Change of Control, (ii) all Performance Units and Cash Incentive Awards shall be paid out as if the date of the Change of Control were the last day of the applicable Performance Period and “target” performance levels had been attained and (iii) all other outstanding Awards (i.e., other than Options, SARs, Performance Units and Cash Incentive Awards) then held by Participants that are unexercisable, unvested or still subject to restrictions or forfeiture, shall automatically be deemed exercisable and vested and all restrictions and forfeiture provisions related thereto shall lapse as of immediately prior to such Change of Control.

SECTION 9. General Provisions. (a) Nontransferability. Except as otherwise specified in the applicable Award Agreement, during the Participant’s lifetime each Award (and any rights and obligations thereunder) shall be exercisable only by the Participant, or, if permissible under applicable law, by the Participant’s legal guardian or representative, and no Award (or any rights and obligations thereunder) may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that (i) the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance and (ii) the Board or the Committee may permit further transferability, on a general or specific basis, and may impose conditions and limitations on any permitted transferability; provided, however, that Incentive Stock Options granted under the Plan shall not be transferable in any way that would violate Section 1.422-2(a)(2) of the Treasury Regulations. All terms and conditions of the Plan and all Award Agreements shall be binding upon any permitted successors and assigns.

(b) No Rights to Awards. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated.

(c) Share Certificates. All certificates for Shares or other securities of the Company or any Affiliate delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement or the rules, regulations and other requirements of the SEC, the NYSE or any other stock exchange or quotation system upon which such Shares or other securities are then listed or reported and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(d) Withholding. A Participant may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant, the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding taxes in respect of an Award, its exercise or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Committee or the Company to satisfy all obligations for the payment of such taxes.

(e) Award Agreements. Each Award hereunder shall be evidenced by an Award Agreement, which shall be delivered to the Participant and shall specify the terms and conditions of the Award and any rules applicable thereto, including, but not limited to, the effect on such Award of the death, disability or termination of employment or service of a Participant and the effect, if any, of such other events as may be determined by the Committee.

(f) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of options, restricted stock, shares and other types of equity-based awards (subject to stockholder approval if such approval is required), and such arrangements may be either generally applicable or applicable only in specific cases.

(g) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as a director, officer, employee or consultant of or to the Company or any Affiliate, nor shall it be construed as giving a Participant any rights to continued service on the Board. Further, the Company or an Affiliate may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(h) No Rights as Stockholder. No Participant or holder or beneficiary of any Award shall have any rights as a stockholder with respect to any Shares to be distributed under the Plan until he or she has become the holder of such Shares. In connection with each grant of Restricted Shares, except as provided in the applicable Award Agreement, the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Shares. Except as otherwise provided in Section 4(b), Section 7(c) or the applicable Award Agreement, no adjustments shall be made for dividends or distributions on (whether ordinary or extraordinary, and whether in cash, Shares, other securities or other property), or other events relating to, Shares subject to an Award for which the record date is prior to the date such Shares are delivered.

(i) Governing Law. The validity, construction and effect of the Plan and any rules and regulations relating to the Plan and any Award Agreement shall be determined in accordance with the laws of the State of Nevada, without giving effect to the conflict of laws provisions thereof.

(j) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(k) Other Laws. The Committee may refuse to issue or transfer any Shares or other consideration under an Award if, acting in its sole and plenary discretion, it determines that the issuance or transfer of such Shares or such other consideration might violate any applicable law or regulation or entitle the Company to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary. Without limiting the generality of the foregoing, no Award granted hereunder shall be construed as an offer to sell securities of the Company, and no such offer shall be outstanding, unless and until the Committee in its sole and plenary discretion has determined that any such offer, if made, would be in compliance with all applicable requirements of the U.S. Federal and any other applicable securities laws.

(l) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate, on one hand, and a Participant or any other Person, on the other hand. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or such Affiliate.

(m) No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(n) Requirement of Consent and Notification of Election Under Section 83(b) of the Code or Similar Provision. No election under Section 83(b) of the Code (to include in gross income in the year of transfer the amounts specified in Section 83(b) of the Code) or under a similar provision of law may be made unless expressly permitted by the terms of the applicable Award Agreement or by action of the Committee in writing prior to the making of such election. If an Award recipient, in connection with the acquisition of Shares under the Plan or otherwise, is expressly permitted under the terms of the applicable Award Agreement or by such Committee action to make such an election and the Participant makes the election, the Participant shall notify the Committee of such election within ten days of filing notice of the election with the IRS or other governmental authority, in addition to any filing and notification required pursuant to regulations issued under Section 83(b) of the Code or other applicable provision.

(o) Requirement of Notification Upon Disqualifying Disposition Under Section 421(b) of the Code. If any Participant shall make any disposition of Shares delivered pursuant to the exercise of an Incentive Stock Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions) or any successor provision of the Code, such Participant shall notify the Company of such disposition within ten days of such disposition.

(p) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

SECTION 10. Term of the Plan. (a) Effective Date. The Plan shall be effective as of the date of its adoption by the Board and approval by the Company's stockholders; provided, however, that no Incentive Stock Options may be granted under the Plan unless it is approved by the Company's stockholders within twelve (12) months before or after the date the Plan is adopted by the Board.

(b) Expiration Date. No Award shall be granted under the Plan after the tenth anniversary of the date the Plan is approved under Section 10(a). Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted hereunder may, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award or to waive any conditions or rights under any such Award shall, nevertheless continue thereafter.

Exhibit 10.8

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") dated as of June 26, 2006 by and between Assisted Living Concepts, Inc. a Nevada corporation with its principal place of business at 111 West Michigan, Milwaukee, WI 53203, (the "Company") and Laurie A. Bebo, President and Chief Operating Officer (the "Employee").

WITNESSETH

The Company desires to continue to employ the Employee as an employee of the Company or its subsidiaries, and the Employee desires to provide services to the Company or its subsidiaries, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Offer and Acceptance of Employment. The Company hereby agrees to employ the Employee as the President and Chief Operating Officer of the Company until the separation of the Company from Extendicare Inc. pursuant to the Arrangement Agreement to be entered into by, among others, the Company, Extendicare Real Estate Investment Trust and Extendicare Inc. (the "Separation") and, effective as of the Separation, to employ the Employee as the President and Chief Executive Officer of the Company. The Employee accepts such employment and agrees to perform the customary responsibilities of such position with the Company and/or certain of its subsidiaries as may be assigned to her from time to time by the Company. The Employee will perform such other duties as may from time to time be reasonably assigned to her by the Company, provided such duties are comparable with the type of duties performed by persons of similar titles with the Company, its subsidiaries or other affiliates.

2. Compensation and Benefits.

(a) Base Salary. As long as Employee remains an employee of Company, Employee will be paid a base salary, less applicable withholding, which shall continue at the rate currently in effect, subject to adjustment as hereinafter provided. Employee's base salary shall be reviewed on an annual basis and the Company shall increase such base salary, by an amount, if any, it determines to be appropriate. Any such increase shall not reduce or limit any other obligation of the Company hereunder. Employee's annual base salary payable hereunder, as it may be increased from time to time, less applicable withholding, and without reduction for any amounts deferred as described below, is referred to herein as "Base Salary". Employee's Base Salary, as in effect from time to time, may not be reduced by the Company without Employee's consent, provided that the Base Salary payable under this paragraph shall be reduced to the extent Employee elects to defer or reduce such salary under the terms of any deferred compensation plan or other employee benefit arrangement maintained or established by the Company. The Company shall pay Employee the portion of her Base Salary not deferred in accordance with its customary periodic payroll practices.

(b) Incentive Compensation. Subject to Board approval and based on the recommendation of the Human Resources Committee, the Employee may be eligible to participate in stock option, incentive compensation and other plans, which reward performance, at a level consistent with Employee's then assigned position(s) with the Company or certain of its subsidiaries and other affiliates and the Company's then current policies and practices.

(c) Benefits, Perquisites and Expenses.

(i) Benefits. Employee shall be eligible to participate in (1) each welfare benefit plan sponsored or maintained by the Company, including, without limitation, each life, optional life, hospitalization, medical, dental, vision, health, accident or disability insurance, individual disability/long term care plan, or similar plan or program of the Company, and (2) each deferred compensation (including Executive Retirement) or savings plan sponsored or maintained by the Company, in each case, whether now existing or established hereafter, to the extent that Employee is eligible to participate in any such plan under Company policies and practices and consistent with the generally applicable provisions thereof. With respect to benefits payable to Employee, Employee's service credited for purposes of determining Employee's benefits and vesting shall be determined in accordance with the terms of the applicable plan or program. Nothing in this Section 2(c), in and of itself, shall be construed to limit the ability of the Company to amend or terminate any particular plan, program or arrangement.

(ii) Vacation. The Employee shall be entitled to the number of paid vacation days in each anniversary year determined by the Company from time to time for similar positions. The Employee shall also be entitled to all paid holidays given by the Company to employees with similar positions.

(iii) Business Expenses. The Company shall pay or reimburse Employee for all reasonable expenses incurred or paid by Employee in the performance of Employee's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may reasonably require and in accordance with the then generally applicable policies and practices of the Company.

(iv) Auto. The Company shall provide the Employee with a leased Company vehicle with terms that are similar to those that the Employee enjoys as of the date of this Agreement, to include auto insurance. Additionally, the Employee will be reimbursed for miles driven on Company business at the applicable reimbursement rate that is set from time to time by the Company.

3. Employment Termination. The Employee's employment under this Agreement may be terminated as follows:

(a) Good Cause. For purposes hereof, a termination by the Company for "Good Cause" shall mean termination by action of the Company upon written notice to

Employee specifying the particulars of the action or inaction alleged to constitute "Good Cause" because of (i) Employee's commission of any felony (whether or not involving the Company or any of its subsidiaries), including, without limitation, those involving moral turpitude which subjects, or if generally known, would subject, the Company or any of its subsidiaries to public ridicule or embarrassment, (ii) fraud or other willful misconduct by Employee in respect of her obligations under this Agreement, (iii) refusal or continuing failure to attempt, without proper cause and, other than by reason of illness, to follow the lawful directions of the senior officers or the Board of Directors of the Company, (iv) willful violation of any material policy of the Company or material agreement with the Company, or (v) or other conduct that may be detrimental to the best interests of the Company or any affiliate thereof as determined by the Board.

(b) Without Cause. Notwithstanding anything to the contrary contained in this Agreement, the Company may, at any time terminate the Employee's employment hereunder without Cause.

(c) Death. If Employee dies, her employment shall terminate as of the date of death.

(d) Change in Location; Material Failure. The Employee's employment shall terminate upon:

(i) the provision of written notice from the Company to the Employee that the Employee's work location in being shifted to a location more than 30 miles away from the Employee's current work location; or

(ii) There is a material diminution of the Employee's assigned duties and responsibilities including any material diminution of the powers associated with such position;

(iii) The Employee advises the Company, in writing, that the amendments to the conditions of employment in (i) and/or (ii) above are not acceptable and that the Employer has not received such change within thirty (30) days.

(e) Date of Termination. "Date of Termination" shall mean whichever of the following is applicable:

(i) if Employee's employment is terminated under paragraph (c) of this Section 3, the date of death;

(ii) if the Employee's employment is terminated under paragraph (a) or (b) of this Section 3, the date specified in the Notice of Termination (which shall not be less than 7 days in case of paragraph (a) and 60 days in case of paragraph (b) nor more than 180 days from the date such Notice of Termination is given);

(iii) in the case of an event described in paragraph (d) of this Section 3 the last day of the month in which such event occurs; or

(iv) Employee may terminate voluntarily and, in such event, the Employee's Date of Termination shall be the date which is two weeks after the date the Employee provides notice to the Company of voluntary termination. It is understood and agreed that the Employee is required to provide the Company with sixty (60) days notice of resignation.

4. Payments upon Termination.

(a) Termination Due to Death or Voluntary Termination. Upon termination of the Employee under Section 3(c) or in the event of Employee's voluntary termination the Company shall no later than the first day of the third month following the month in which the Date of Termination occurs pay to the Employee or her estate (1) her full Base Salary and other accrued benefits earned up to the Date of Termination and (2) if any bonus, under any bonus plan, shall be payable in respect of the year in which the Employee's Date of Termination occurs. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(b) Termination for Cause. If the Employee's employment shall be terminated under Section 3(a), the Company shall no later than thirty (30) days following the month in which the Date of Termination occurs pay the Employee her full Base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(c) Termination by the Company for Reasons other than for Cause, Death or Disability.

In the event the Company terminates the Employee pursuant to paragraph (b) or (d) of Section 3, then:

(i) the Company shall make a lump sum payment (less applicable deductions to include withholdings for taxes) to the Employee as follows no later than thirty (30) days after the month in which the Date of Termination occurs equal to the sum of the following:

(A) Payment of any Base Salary owed to the Date of Termination which has not yet been paid.

(B) Severance pay in the amount of two years of Base Salary at the rate in effect at the time of the event described in Section 3(b) or (d) (whichever is applicable) plus $30,000.

(C) A payment in lieu of bonus in an amount equivalent to 45% of Base Salary (as described in clause (B) above) and, also, for the year in which termination occurs, a bonus shall be paid to the Employee on a pro-rata basis for the portion of the year in which the Employee was employed, up to the Date of Termination, on the assumption that 100% of the bonus payment would have been achieved.

(D) The cash equivalent of 24 months of the leased arrangement which is currently $1,250 per month.

(E) The amount that the Company would have credited as Company contributions over the twenty-four (24) month period of time beginning immediately after the Date of Termination to any of the deferred compensation (including Executive Retirement) plans in which the Employee was a participant.

(ii) Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation plans.

(iii) For the twenty-four (24) months beginning with the Date of Termination, the Employee shall be treated as if the Employee had continued to be employed for all purposes under insured welfare benefit plans (other than plans providing medical benefits) sponsored or maintained by the Company on the same participation terms as if still employed. Beginning with the Date of Termination, the Employee shall be entitled to receive medical plan continuation coverage required under ERISA ("COBRA Benefits") subject to payment of full COBRA premiums by Employee.

(iv) In order to receive the payments described in (c)(i) above, the Employee must (no later than thirty (30) days following the month in which the Date of Termination occurs) execute (and not revoke during the seven day revocation period), a release in form substantially similar to that attached as Exhibit A hereto.

5. Section 280G Limitation on Compensation. In the event that the severance benefits payable to the Employee under this Agreement or any other payments or benefits received or to be received by the Employee from the Company (whether payable pursuant to the terms of this Agreement, any other plan, agreement or arrangement with the Company) or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Internal Revenue Code of 1986, as amended (the "Code"), in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Employee, constitute "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the Employee's "base amount" within the meaning of Section 280G(b)(3) of the Code, such severance benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by the Employee from the Company (or an Affiliate) that are deemed "parachute payments") is equal to 2.99 times the "base amount," notwithstanding any other provision to the contrary in this Agreement.

6. Employee's Covenants.

(a) Nondisclosure. At all times during and after Employee's employment with the Company, Employee shall keep confidential and shall not, except with Company's express prior written consent, or except in the proper course of her employment with Company, directly or indirectly, communicate, disclose, divulge, publish, or otherwise express, to any Person, or use for her own benefit or the benefit of any Person, any trade secrets, confidential or proprietary knowledge or information, no matter when or how acquired concerning the conduct and details of Company's business, including without limitation, names of customers and suppliers, marketing methods, trade secrets, policies, prospects and financial condition. For purposes of this Section 6, confidential information shall not include any information which is now known by or readily available to the general public or which becomes known by or readily available to the general public other than as a result of any improper act or omission of Employee.

(b) Non-Competition. For a period of two (2) years following termination of Employee's employment with the Company for any reason, Employee shall not, except with Company's express prior written consent, directly or indirectly, in any capacity, for the benefit of any Person:

(i) Solicit or hire any Person who is or during such period becomes a customer, supplier, employee, salesman, agent or representative of Company, in any manner which interferes or might interfere with such Person's relationship with Company, or in an effort to obtain such Person as a customer, supplier, employee, salesman, agent, or representative of any business in competition with Company which conducts operations within 50 miles of the Employee's present office.

(ii) Establish, engage, own, manage, operate, join or control, or participate in the establishment, ownership (other than as the owner of less than one percent of the stock of a corporation whose shares are publicly traded), management, operation or control of, or be a director, officer, employee, salesman, agent or representative of, or be a consultant to, any Person in any business in competition with Company, if such Person has any office or facility at any location within 50 miles of any location of the Company over which the Employee has direct responsibility or within 100 miles of the Employee's current office, or conduct herself in any manner which she would have reason to believe inimical or contrary to the best interests of Company.

(c) Enforcement. Employee acknowledges that any breach by her of any of the covenants and agreements of this Section 6 ("Covenants") will result in irreparable injury to Company for which money damages could not adequately compensate Company, and therefore, in the event of any such breach, Company shall be entitled, in addition to all other rights and remedies which Company may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Employee and/or all other Persons involved therein from continuing such breach. The existence of any claim or cause of action which Employee or any such other Person may have against Company shall not constitute a defense or bar to the enforcement of any of the Covenants. If Company is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a material breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a material breach occurred, or, if later, the last day of the original fixed term of such Covenant.

(d) Consideration. Employee expressly acknowledges that the Covenants are a material part of the consideration bargained for by Company and, without the agreement of Employee to be bound by the Covenants, Company would not have agreed to enter into this Agreement.

(e) Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, duration, geographical area or similar factor, then the court making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such Covenant shall then be enforceable in its reduced or limited form.

7. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of payment provided for under this Agreement be reduced by any compensation earned by the Employee as the result of employment by another employer after the Date of Termination, or otherwise. The amounts payable to Employee under Section 4 hereof shall not be treated as damages but as severance compensation to which Employee is entitled by reason of termination of her employment in the circumstances contemplated by this Agreement.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Employee's existing rights, or rights which would accrue solely as a result of the passage of time, under any benefit plan, employment agreement or other contract, plan or arrangement.

8. Miscellaneous.

(a) Notices. All notices, requests, demands, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when (i) delivered personally, (ii) five (5) days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized express courier service, postage or delivery changes prepaid, with receipt, or (iv) delivered by telecopy (with receipt, and with original delivered in accordance with any of (i), (ii) or (iii) above) to the parties at their respective addresses stated below or to such other addresses of which the parties may give notice in accordance with this Section.

If to Company, to:

Assisted Living Concepts, Inc.
111 W. Michigan
Milwaukee, WI 53203

Attention: President and Chief Executive Officer
Facsimile: (414) 908-8111

If to Employee, to:

Ms. Laurie Bebo

(b) Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof, with the exception of existing deferred compensation (including Executive Retirement) plans, benefits plans and incentive plans.

(c) Modification. This Agreement shall not be amended, modified, supplemented or terminated except in writing signed by both parties.

(d) Termination of Prior Severance Agreements. All prior severance agreements between Employee and Company and/or any of its affiliates (and any of their predecessors) are hereby terminated as of the date hereof as fully performed on both sides.

(e) Assignability and Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and permitted assigns and upon Employee and her heirs, executors, legal representatives, successors and permitted assigns. However, neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any of its or her rights hereunder without prior written consent of the other party, and any such attempted assignment, transfer, pledge, encumbrance, hypothecation or other disposition without such consent shall be null and voice without effect. Notwithstanding the foregoing, this Agreement may be assigned by the Company to any of its subsidiaries or other affiliates and the Agreement shall continue in full force and effect following the sale of any such subsidiary or affiliate; provided that the buyer of any such subsidiary or affiliate agrees to be bound by the terms hereof.

(f) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(h) Section Headings. Section and subsection headings in this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect.

(i) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(j) Controlling Law. This Agreement is made under, and shall be governed by, construed and enforced in accordance with, the substantive laws of the State of Wisconsin applicable to agreements made and to be performed entirely therein.

(k) Settlement of Disputes. The Company and Employee agree that any claim, dispute or controversy arising under or in connection with this Agreement, or otherwise in connection with Employee's employment by the Company (including, without limitation, any such claim, dispute or controversy arising under any federal, state or local statute, regulation or ordinance or any of the Company's employee benefit plans, policies or programs) shall be resolved solely and exclusively by binding arbitration. The arbitration shall be held in Milwaukee County, Wisconsin (or at such other location as shall be mutually agreed by the parties). The arbitration shall be conducted in accordance with the Expedited Employment Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except that the arbitrator shall be selected by alternatively striking from a list of five arbitrators supplied by the AAA. All fees and expenses of the arbitration, including a transcript if either requests, shall be borne equally by the parties. Each party will pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs (unless the party prevails on a claim for which attorney's fees are recoverable under the Rules). Any action to enforce or vacate the arbitrator's award shall be governed by the Federal Arbitration Act, if applicable, and otherwise by applicable state law.

(l) Indulgences, Etc. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(m) Notwithstanding anything herein to the contrary, if the severance payment(s) described herein are considered deferred compensation subject to the provisions of Code Section 409A, then this Agreement shall be deemed automatically amended to comply with the requirements thereof in a manner that would cause the payments to comply with the provisions of Code Section 409A, including but not limited to providing that the severance payment shall be made only upon the Executive's separation from service within the meaning of Code Section 409A and requiring that if the Executive is a "specified employee" within the meaning of Code Section 409A, that any severance payment(s) due hereunder shall not be paid until six months following the date of the Executive's separation from service to the extent required by Code Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned, under seal, intending to be legally bound hereby.

Attest:

/s/ Witness
Executive Assistant

COMPANY:

By: /s/ Mel Rhinelander
Name: Mel Rhinelander
Title: President and Chief Executive Officer

Witness:
/s/ Witness

EMPLOYEE:
/s/ Laurie A. Bebo
Laurie A. Bebo

EXHIBIT 10.9

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) dated as of June 26, 2006 by and between Assisted Living Concepts, Inc. a Nevada corporation with its principal place of business at 111 West Michigan, Milwaukee, WI 53203, (the “Company”) and Terry Usher, Division Vice President (the “Employee”).

WITNESSETH

The Company desires to continue to employ the Employee as an employee of the Company or its subsidiaries, and the Employee desires to provide services to the Company or its subsidiaries, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Offer and Acceptance of Employment. The Company hereby agrees to employ the Employee as a Division Vice President of the Company. The Employee accepts such employment and agrees to perform the customary responsibilities of such position with the Company and/or certain of its subsidiaries as may be assigned to him from time to time by the Company. The Employee will perform such other duties as may from time to time be reasonably assigned to him by the Company, provided such duties are comparable with the type of duties performed by persons of similar titles with the Company, its subsidiaries or other affiliates.

2. Compensation and Benefits.

(a) Base Salary. As long as Employee remains an employee of Company, Employee will be paid a base salary, less applicable withholding, which shall continue at the rate currently in effect, subject to adjustment as hereinafter provided. Employee’s base salary shall be reviewed on an annual basis and the Company shall increase such base salary, by an amount, if any, it determines to be appropriate. Any such increase shall not reduce or limit any other obligation of the Company hereunder. Employee’s annual base salary payable hereunder, as it may be increased from time to time, less applicable withholding, and without reduction for any amounts deferred as described below, is referred to herein as “Base Salary”. Employee’s Base Salary, as in effect from time to time, may not be reduced by the Company without Employee’s consent, provided that the Base Salary payable under this paragraph shall be reduced to the extent Employee elects to defer or reduce such salary under the terms of any deferred compensation plan or other employee benefit arrangement maintained or established by the Company. The Company shall pay Employee the portion of his Base Salary not deferred in accordance with its customary periodic payroll practices.

(b) Incentive Compensation. Subject to Board approval and based on the recommendation of the Human Resources Committee, the Employee may be eligible to participate in stock option, incentive compensation and other plans, which reward

performance, at a level consistent with Employee's then assigned position(s) with the Company or certain of its subsidiaries and other affiliates and the Company's then current policies and practices.

(c) Benefits, Perquisites and Expenses.

(i) Benefits. Employee shall be eligible to participate in (1) each welfare benefit plan sponsored or maintained by the Company, including, without limitation, each life, optional life, hospitalization, medical, dental, vision, health, accident or disability insurance, individual disability/long term care plan, or similar plan or program of the Company, and (2) each deferred compensation (including Executive Retirement) or savings plan sponsored or maintained by the Company, in each case, whether now existing or established hereafter, to the extent that Employee is eligible to participate in any such plan under company policies and practices and consistent with the generally applicable provisions thereof. With respect to benefits payable to Employee, Employee's service credited for purposes of determining Employee's benefits and vesting shall be determined in accordance with the terms of the applicable plan or program. Nothing in this Section 2(c), in and of itself, shall be construed to limit the ability of the Company to amend or terminate any particular plan, program or arrangement.

(ii) Vacation. The Employee shall be entitled to the number of paid vacation days in each anniversary year determined by the Company from time to time for similar positions. The Employee shall also be entitled to all paid holidays given by the Company to employees with similar positions.

(iii) Business Expenses. The Company shall pay or reimburse Employee for all reasonable expenses incurred or paid by Employee in the performance of Employee's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may reasonably require and in accordance with the then generally applicable policies and practices of the Company.

(iv) Auto. The Company shall provide Employee with a monthly automobile allowance in the amount of $800. Additionally, the Employee will be reimbursed for miles driven on Company business at the applicable reimbursement rate that is set from time to time by the Company.

3. Employment Termination. The Employee's employment under this Agreement may be terminated as follows:

(a) Good Cause. For purposes hereof, a termination by the Company for "Good Cause" shall mean termination by action of the Company upon written notice to Employee specifying the particulars of the action or inaction alleged to constitute "Good Cause" because of (i) Employee's commission of any felony (whether or not involving the Company or any of its subsidiaries), including, without limitation, those involving moral turpitude which subjects, or if generally known, would subject, the Company or any of its subsidiaries to public ridicule or embarrassment, (ii) fraud or other willful misconduct by Employee in respect of his obligations under this Agreement, (iii) refusal

or continuing failure to attempt, without proper cause and, other than by reason of illness, to follow the lawful directions of the senior officers or the Board of Directors of the Company, (iv) willful violation of any material policy of the Company or material agreement with the Company, or (v) or other conduct that may be detrimental to the best interests of the Company or any affiliate thereof as determined by the Board.

(b) Without Cause. Notwithstanding anything to the contrary contained in this Agreement, the Company may, at any time terminate the Employee's employment hereunder without Cause.

(c) Death. If Employee dies, his employment shall terminate as of the date of death.

(d) Change in Location; Material Failure. The Employee's employment shall terminate upon:

(i) the provision of written notice from the Company to the Employee that the Employee's work location in being shifted to a location more than 30 miles away from the Employee's current work location; or

(ii) There is a material diminution of the Employee's assigned duties and responsibilities including any material diminution of the powers associated with such position;

(iii) The Employee advises the Company, in writing, that the amendments to the conditions of employment in (i) and/or (ii) above are not acceptable and that the Employer has not received such change within thirty (30) days.

(e) Date of Termination. "Date of Termination" shall mean whichever of the following is applicable:

(i) if Employee's employment is terminated under paragraph (c) of this Section 3, the date of death;

(ii) if the Employee's employment is terminated under paragraph (a) or (b) of this Section 3, the date specified in the Notice of Termination (which shall not be less than 7 days in case of paragraph (a) and 60 days in case of paragraph (b) nor more than 180 days from the date such Notice of Termination is given);

(iii) in the case of an event described in paragraph (d) of this Section 3 the last day of the month in which such event occurs; or

(iv) Employee may terminate voluntarily and, in such event, the Employee's Date of Termination shall be the date which is two weeks after the date the Employee provides notice to the Company of voluntary termination. It is understood and agreed that the Employee is required to provide the Company with sixty (60) days notice of resignation.

4. Payments upon Termination.

(a) Termination Due to Death or Voluntary Termination. Upon termination of the Employee under Section 3(c) or in the event of Employee's voluntary termination the Company shall no later than the first day of the third month following the month in which the Date of Termination occurs pay to the Employee or his estate (1) his full Base Salary and other accrued benefits earned up to the Date of Termination and (2) if any bonus, under any bonus plan, shall be payable in respect of the year in which the Employee's Date of Termination occurs. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(b) Termination for Cause. If the Employee's employment shall be terminated under Section 3(a), the Company shall no later than thirty (30) days following the month in which the Date of Termination occurs pay the Employee his full Base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(c) Termination by the Company for Reasons other than for Cause, Death or Disability.

In the event the Company terminates the Employee pursuant to paragraph (b) or (d) of Section 3, then:

(i) the Company shall make a lump sum payment (less applicable deductions to include withholdings for taxes) to the Employee as follows no later than thirty (30) days after the month in which the Date of Termination occurs equal to the sum of the following:

(A) Payment of any Base Salary owed to the Date of Termination which has not yet been paid.

(B) Severance pay in the amount of one year of Base Salary at the rate in effect at the time of the event described in Section 3(b) or (d) (whichever is applicable) plus $15,000.

(C) A payment in lieu of bonus in an amount equivalent to 45% of Base Salary (as described in clause (B) above) and, also, for the year in which termination occurs, a bonus shall be paid to the Employee on a pro-rata basis for the portion of the year in which the Employee was employed, up to the Date of Termination, on the assumption that 100% of the bonus payment would have been achieved.

(D) The cash equivalent of 12 months of auto allowance.

(E) The amount that the Company would have credited as Company contributions over the 12 month period of time beginning immediately after the Date of Termination to any of the deferred compensation (including Executive Retirement) plans in which the Employee was a participant.

(ii) Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation plans.

(iii) For the 12 month period beginning with the Date of Termination, the Employee shall be treated as if the Employee had continued to be employed for all purposes under insured welfare benefit plans (other than plans providing medical benefits) sponsored or maintained by the Company on the same participation terms as if still employed. Beginning with the Date of Termination, the Employee shall be entitled to receive medical plan continuation coverage required under ERISA ("COBRA Benefits") subject to payment of full COBRA premiums by Employee.

(iv) In order to receive the payments described in (c)(i) above, the Employee must (no later than thirty (30) days following the month in which the Date of Termination occurs) execute (and not revoke during the seven day revocation period), a release in form substantially similar to that attached as Exhibit A hereto.

5. Section 280G Limitation on Compensation. In the event that the severance benefits payable to the Employee under this Agreement or any other payments or benefits received or to be received by the Employee from the Company (whether payable pursuant to the terms of this Agreement, any other plan, agreement or arrangement with the Company) or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Internal Revenue Code of 1986, as amended (the "Code"), in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Employee, constitute "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the Employee's "base amount" within the meaning of Section 280G(b)(3) of the Code, such severance benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by the Employee from the Company (or an Affiliate) that are deemed "parachute payments") is equal to 2.99 times the "base amount," notwithstanding any other provision to the contrary in this Agreement.

6. Employee's Covenants.

(a) Nondisclosure. At all times during and after Employee's employment with the Company, Employee shall keep confidential and shall not, except with Company's express prior written consent, or except in the proper course of his employment with Company, directly or indirectly, communicate, disclose, divulge, publish, or otherwise express, to any Person, or use for his own benefit or the benefit of any Person, any trade secrets, confidential or proprietary knowledge or information, no

matter when or how acquired concerning the conduct and details of Company's business, including without limitation, names of customers and suppliers, marketing methods, trade secrets, policies, prospects and financial condition. For purposes of this Section 6, confidential information shall not include any information which is now known by or readily available to the general public or which becomes known by or readily available to the general public other than as a result of any improper act or omission of Employee.

(b) Non-Competition. For a period of two (2) years following termination of Employee's employment with the Company for any reason, Employee shall not, except with Company's express prior written consent, directly or indirectly, in any capacity, for the benefit of any Person:

(i) Solicit or hire any Person who is or during such period becomes a customer, supplier, employee, salesman, agent or representative of Company, in any manner which interferes or might interfere with such Person's relationship with Company, or in an effort to obtain such Person as a customer, supplier, employee, salesman, agent, or representative of any business in competition with Company which conducts operations within 50 miles of the Employee's present office.

(ii) Establish, engage, own, manage, operate, join or control, or participate in the establishment, ownership (other than as the owner of less than one percent of the stock of a corporation whose shares are publicly traded), management, operation or control of, or be a director, officer, employee, salesman, agent or representative of, or be a consultant to, any Person in any business in competition with Company, if such Person has any office or facility at any location within 50 miles of any location of the company over which the Employee has direct responsibility or within 100 miles of the Employee's current office, or act or conduct himself in any manner which he would have reason to believe inimical or contrary to the best interests of Company.

(c) Enforcement. Employee acknowledges that any breach by him of any of the covenants and agreements of this Section 6 ("Covenants") will result in irreparable injury to Company for which money damages could not adequately compensate Company, and therefore, in the event of any such breach, Company shall be entitled, in addition to all other rights and remedies which Company may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Employee and/or all other Persons involved therein from continuing such breach. The existence of any claim or cause of action which Employee or any such other Person may have against Company shall not constitute a defense or bar to the enforcement of any of the Covenants. If Company is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a material breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a material breach occurred, or, if later, the last day of the original fixed term of such Covenant.

(d) Consideration. Employee expressly acknowledges that the Covenants are a material part of the consideration bargained for by Company and, without the

agreement of Employee to be bound by the Covenants, Company would not have agreed to enter into this Agreement.

(e) Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, duration, geographical area or similar factor, then the court making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such Covenant shall then be enforceable in its reduced or limited form.

7. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of payment provided for under this Agreement be reduced by any compensation earned by the Employee as the result of employment by another employer after the Date of Termination, or otherwise. The amounts payable to Employee under Section 5 hereof shall not be treated as damages but as severance compensation to which Employee is entitled by reason of termination of his employment in the circumstances contemplated by this Agreement.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Employee's existing rights, or rights which would accrue solely as a result of the passage of time, under any benefit plan, employment agreement or other contract, plan or arrangement.

8. Miscellaneous.

(a) Notices. All notices, requests, demands, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when (i) delivered personally, (ii) five (5) days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized express courier service, postage or delivery changes prepaid, with receipt, or (iv) delivered by telecopy (with receipt, and with original delivered in accordance with any of (i), (ii) or (iii) above) to the parties at their respective addresses stated below or to such other addresses of which the parties may give notice in accordance with this Section.

If to Company, to:

Assisted Living Concepts, Inc.
111 W. Michigan
Milwaukee, WI 53203

Attention: President and Chief Executive Officer

Facsimile: (414) 908-8111

If to Employee, to:

Mr. Terry Usher

(b) Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof, with the exception of existing deferred compensation (including Executive Retirement) plans, benefits plans and incentive plans.

(c) Modification. This Agreement shall not be amended, modified, supplemented or terminated except in writing signed by both parties.

(d) Termination of Prior Severance Agreements. All prior severance agreements between Employee and Company and/or any of its affiliates (and any of their predecessors) are hereby terminated as of the date hereof as fully performed on both sides.

(e) Assignability and Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and permitted assigns and upon Employee and his heirs, executors, legal representatives, successors and permitted assigns. However, neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any of its or his rights hereunder without prior written consent of the other party, and any such attempted assignment, transfer, pledge, encumbrance, hypothecation or other disposition without such consent shall be null and void without effect. Notwithstanding the foregoing, this Agreement may be assigned by the Company to any of its subsidiaries or other affiliates and the Agreement shall continue in full force and effect following the sale any such subsidiary or affiliate; provided that the buyer of any such subsidiary or affiliate agrees to be bound by the terms hereof.

(f) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(h) Section Headings. Section and subsection headings in this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect.

(i) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(j) Controlling Law. This Agreement is made under, and shall be governed by, construed and enforced in accordance with, the substantive laws of the State of Wisconsin applicable to agreements made and to be performed entirely therein.

(k) Settlement of Disputes. The Company and Employee agree that any claim, dispute or controversy arising under or in connection with this Agreement, or otherwise in connection with Employee's employment by the Company (including, without limitation, any such claim, dispute or controversy arising under any federal, state or local statute, regulation or ordinance or any of the Company's employee benefit plans, policies or programs) shall be resolved solely and exclusively by binding arbitration. The arbitration shall be held in Milwaukee County, Wisconsin (or at such other location as shall be mutually agreed by the parties). The arbitration shall be conducted in accordance with the Expedited Employment Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except that the arbitrator shall be selected by alternatively striking from a list of five arbitrators supplied by the AAA. All fees and expenses of the arbitration, including a transcript if either requests, shall be borne equally by the parties. Each party will pay for the fees and expenses of its or his own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs (unless the party prevails on a claim for which attorney's fees are recoverable under the Rules). Any action to enforce or vacate the arbitrator's award shall be governed by the Federal Arbitration Act, if applicable, and otherwise by applicable state law.

(l) Indulgences, Etc. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(m) Notwithstanding anything herein to the contrary, if the severance payment(s) described herein are considered deferred compensation subject to the provisions of Code Section 409A, then this Agreement shall be deemed automatically amended to comply with the requirements thereof in a manner that would cause the payments to comply with the provisions of Code Section 409A, including but not limited to providing that the severance payment shall be made only upon the Executive's separation from service within the meaning of Code Section 409A and requiring that if the Executive is a "specified employee" within the meaning of Code Section 409A, that

any severance payment(s) due hereunder shall not be paid until six months following the date of the Executive's separation from service to the extent required by Code Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned, under seal, intending to be legally bound hereby.

Attest:	COMPANY:
/s/ Witness	By: /s/ Mel Rhinelander
Executive Assistant	Name: Mel Rhinelander
	Title: President and Chief Executive Officer
/s/ Witness	By: /s/ Laurie Bebo
Executive Assistant	Name: Laurie Bebo
	Title: President and Chief Operating Officer
Witness:	EMPLOYEE:
/s/ Witness	/s/ Terry Usher
	Terry Usher

EXHIBIT 10.10

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) dated as of June 26, 2006 by and between Assisted Living Concepts, Inc. a Nevada corporation with its principal place of business at 111 West Michigan, Milwaukee, WI 53203, (the “Company”) and Wally Levonowich, Vice President and Controller (the “Employee”).

WITNESSETH

The Company desires to continue to employ the Employee as an employee of the Company or its subsidiaries, and the Employee desires to provide services to the Company or its subsidiaries, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Offer and Acceptance of Employment. The Company hereby agrees to employ the Employee as the Vice President and Controller of the Company. The Employee accepts such employment and agrees to perform the customary responsibilities of such position with the Company and/or certain of its subsidiaries as may be assigned to him from time to time by the Company. The Employee will perform such other duties as may from time to time be reasonably assigned to him by the Company, provided such duties are comparable with the type of duties performed by persons of similar titles with the Company, its subsidiaries or other affiliates.

2. Compensation and Benefits.

(a) Base Salary. As long as Employee remains an employee of Company, Employee will be paid a base salary, less applicable withholding, which shall continue at the rate currently in effect, subject to adjustment as hereinafter provided. Employee’s base salary shall be reviewed on an annual basis and the Company shall increase such base salary, by an amount, if any, it determines to be appropriate. Any such increase shall not reduce or limit any other obligation of the Company hereunder. Employee’s annual base salary payable hereunder, as it may be increased from time to time, less applicable withholding, and without reduction for any amounts deferred as described below, is referred to herein as “Base Salary”. Employee’s Base Salary, as in effect from time to time, may not be reduced by the Company without Employee’s consent, provided that the Base Salary payable under this paragraph shall be reduced to the extent Employee elects to defer or reduce such salary under the terms of any deferred compensation plan or other employee benefit arrangement maintained or established by the Company. The Company shall pay Employee the portion of his Base Salary not deferred in accordance with its customary periodic payroll practices.

(b) Incentive Compensation. Subject to Board approval and based on the recommendation of the Human Resources Committee, the Employee may be eligible to participate in stock option, incentive compensation and other plans, which reward

performance, at a level consistent with Employee's then assigned position(s) with the Company or certain of its subsidiaries and other affiliates and the Company's then current policies and practices.

(c) Benefits, Perquisites and Expenses.

(i) Benefits. Employee shall be eligible to participate in (1) each welfare benefit plan sponsored or maintained by the Company, including, without limitation, each life, optional life, hospitalization, medical, dental, vision, health, accident or disability insurance, individual disability/long term care plan, or similar plan or program of the Company, and (2) each deferred compensation (including Executive Retirement) or savings plan sponsored or maintained by the Company, in each case, whether now existing or established hereafter, to the extent that Employee is eligible to participate in any such plan under company policies and practices and consistent with the generally applicable provisions thereof. With respect to benefits payable to Employee, Employee's service credited for purposes of determining Employee's benefits and vesting shall be determined in accordance with the terms of the applicable plan or program. Nothing in this Section 2(c), in and of itself, shall be construed to limit the ability of the Company to amend or terminate any particular plan, program or arrangement.

(ii) Vacation. The Employee shall be entitled to the number of paid vacation days in each anniversary year determined by the Company from time to time for similar positions. The Employee shall also be entitled to all paid holidays given by the Company to employees with similar positions.

(iii) Business Expenses. The Company shall pay or reimburse Employee for all reasonable expenses incurred or paid by Employee in the performance of Employee's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may reasonably require and in accordance with the then generally applicable policies and practices of the Company.

(iv) Auto. The Company shall provide Employee with a monthly automobile allowance in the amount of $650. Additionally, the Employee will be reimbursed for miles driven on Company business at the applicable reimbursement rate that is set from time to time by the Company.

3. Employment Termination. The Employee's employment under this Agreement may be terminated as follows:

(a) Good Cause. For purposes hereof, a termination by the Company for "Good Cause" shall mean termination by action of the Company upon written notice to Employee specifying the particulars of the action or inaction alleged to constitute "Good Cause" because of (i) Employee's commission of any felony (whether or not involving the Company or any of its subsidiaries), including, without limitation, those involving moral turpitude which subjects, or if generally known, would subject, the Company or any of its subsidiaries to public ridicule or embarrassment, (ii) fraud or other willful misconduct by Employee in respect of his obligations under this Agreement, (iii) refusal

or continuing failure to attempt, without proper cause and, other than by reason of illness, to follow the lawful directions of the senior officers or the Board of Directors of the Company, (iv) willful violation of any material policy of the Company or material agreement with the Company, or (v) or other conduct that may be detrimental to the best interests of the Company or any affiliate thereof as determined by the Board.

(b) Without Cause. Notwithstanding anything to the contrary contained in this Agreement, the Company may, at any time terminate the Employee's employment hereunder without Cause.

(c) Death. If Employee dies, his employment shall terminate as of the date of death.

(d) Change in Location; Material Failure. The Employee's employment shall terminate upon:

(i) the provision of written notice from the Company to the Employee that the Employee's work location in being shifted to a location more than 30 miles away from the Employee's current work location; or

(ii) There is a material diminution of the Employee's assigned duties and responsibilities including any material diminution of the powers associated with such position;

(iii) The Employee advises the Company, in writing, that the amendments to the conditions of employment in (i) and/or (ii) above are not acceptable and that the Employer has not received such change within thirty (30) days.

(e) Date of Termination. "Date of Termination" shall mean whichever of the following is applicable:

(i) if Employee's employment is terminated under paragraph (c) of this Section 3, the date of death;

(ii) if the Employee's employment is terminated under paragraph (a) or (b) of this Section 3, the date specified in the Notice of Termination (which shall not be less than 7 days in case of paragraph (a) and 60 days in case of paragraph (b) nor more than 180 days from the date such Notice of Termination is given);

(iii) in the case of an event described in paragraph (d) of this Section 3 the last day of the month in which such event occurs; or

(iv) Employee may terminate voluntarily and, in such event, the Employee's Date of Termination shall be the date which is two weeks after the date the Employee provides notice to the Company of voluntary termination. It is understood and agreed that the Employee is required to provide the Company with sixty (60) days notice of resignation.

4. Payments upon Termination.

(a) Termination Due to Death or Voluntary Termination. Upon termination of the Employee under Section 3(c) or in the event of Employee's voluntary termination the Company shall no later than the first day of the third month following the month in which the Date of Termination occurs pay to the Employee or his estate (1) his full Base Salary and other accrued benefits earned up to the Date of Termination and (2) if any bonus, under any bonus plan, shall be payable in respect of the year in which the Employee's Date of Termination occurs. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(b) Termination for Cause. If the Employee's employment shall be terminated under Section 3(a), the Company shall no later than thirty (30) days following the month in which the Date of Termination occurs pay the Employee his full Base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(c) Termination by the Company for Reasons other than for Cause, Death or Disability.

In the event the Company terminates the Employee pursuant to paragraph (b) or (d) of Section 3, then:

(i) the Company shall make a lump sum payment (less applicable deductions to include withholdings for taxes) to the Employee as follows no later than thirty (30) days after the month in which the Date of Termination occurs equal to the sum of the following:

(A) Payment of any Base Salary owed to the Date of Termination which has not yet been paid.

(B) Severance pay in the amount of one year of Base Salary at the rate in effect at the time of the event described in Section 3(b) or (d) (whichever is applicable) plus $15,000.

(C) A payment in lieu of bonus in an amount equivalent to 30% of Base Salary (as described in clause (B) above) and, also, for the year in which termination occurs, a bonus shall be paid to the Employee on a pro-rata basis for the portion of the year in which the Employee was employed, up to the Date of Termination, on the assumption that 100% of the bonus payment would have been achieved.

(D) The cash equivalent of 12 months of auto allowance.

(E) The amount that the Company would have credited as Company contributions over the 12 month period of time beginning immediately after the Date of Termination to any of the deferred compensation (including Executive Retirement) plans in which the Employee was a participant.

(ii) Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation plans.

(iii) For the 12 month period beginning with the Date of Termination, the Employee shall be treated as if the Employee had continued to be employed for all purposes under insured welfare benefit plans (other than plans providing medical benefits) sponsored or maintained by the Company on the same participation terms as if still employed. Beginning with the Date of Termination, the Employee shall be entitled to receive medical plan continuation coverage required under ERISA ("COBRA Benefits") subject to payment of full COBRA premiums by Employee.

(iv) In order to receive the payments described in (c)(i) above, the Employee must (no later than thirty (30) days following the month in which the Date of Termination occurs) execute (and not revoke during the seven day revocation period), a release in form substantially similar to that attached as Exhibit A hereto.

5. Section 280G Limitation on Compensation. In the event that the severance benefits payable to the Employee under this Agreement or any other payments or benefits received or to be received by the Employee from the Company (whether payable pursuant to the terms of this Agreement, any other plan, agreement or arrangement with the Company) or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Internal Revenue Code of 1986, as amended (the "Code"), in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Employee, constitute "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the Employee's "base amount" within the meaning of Section 280G(b)(3) of the Code, such severance benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by the Employee from the Company (or an Affiliate) that are deemed "parachute payments") is equal to 2.99 times the "base amount," notwithstanding any other provision to the contrary in this Agreement.

6. Employee's Covenants.

(a) Nondisclosure. At all times during and after Employee's employment with the Company, Employee shall keep confidential and shall not, except with Company's express prior written consent, or except in the proper course of his employment with Company, directly or indirectly, communicate, disclose, divulge, publish, or otherwise express, to any Person, or use for his own benefit or the benefit of any Person, any trade secrets, confidential or proprietary knowledge or information, no

matter when or how acquired concerning the conduct and details of Company's business, including without limitation, names of customers and suppliers, marketing methods, trade secrets, policies, prospects and financial condition. For purposes of this Section 6, confidential information shall not include any information which is now known by or readily available to the general public or which becomes known by or readily available to the general public other than as a result of any improper act or omission of Employee.

(b) Non-Competition. For a period of two (2) years following termination of Employee's employment with the Company for any reason, Employee shall not, except with Company's express prior written consent, directly or indirectly, in any capacity, for the benefit of any Person:

(i) Solicit or hire any Person who is or during such period becomes a customer, supplier, employee, salesman, agent or representative of Company, in any manner which interferes or might interfere with such Person's relationship with Company, or in an effort to obtain such Person as a customer, supplier, employee, salesman, agent, or representative of any business in competition with Company which conducts operations within 50 miles of the Employee's present office.

(ii) Establish, engage, own, manage, operate, join or control, or participate in the establishment, ownership (other than as the owner of less than one percent of the stock of a corporation whose shares are publicly traded), management, operation or control of, or be a director, officer, employee, salesman, agent or representative of, or be a consultant to, any Person in any business in competition with Company, if such Person has any office or facility at any location within 50 miles of any location of the company over which the Employee has direct responsibility or with 100 miles of the Employee's current office, or act or conduct himself in any manner which he would have reason to believe inimical or contrary to the best interests of Company.

(c) Enforcement. Employee acknowledges that any breach by him of any of the covenants and agreements of this Section 6 ("Covenants") will result in irreparable injury to Company for which money damages could not adequately compensate Company, and therefore, in the event of any such breach, Company shall be entitled, in addition to all other rights and remedies which Company may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Employee and/or all other Persons involved therein from continuing such breach. The existence of any claim or cause of action which Employee or any such other Person may have against Company shall not constitute a defense or bar to the enforcement of any of the Covenants. If Company is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a material breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a material breach occurred, or, if later, the last day of the original fixed term of such Covenant.

(d) Consideration. Employee expressly acknowledges that the Covenants are a material part of the consideration bargained for by Company and, without the

agreement of Employee to be bound by the Covenants, Company would not have agreed to enter into this Agreement.

(e) Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, duration, geographical area or similar factor, then the court making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such Covenant shall then be enforceable in its reduced or limited form.

7. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of payment provided for under this Agreement be reduced by any compensation earned by the Employee as the result of employment by another employer after the Date of Termination, or otherwise. The amounts payable to Employee under Section 5 hereof shall not be treated as damages but as severance compensation to which Employee is entitled by reason of termination of his employment in the circumstances contemplated by this Agreement.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Employee's existing rights, or rights which would accrue solely as a result of the passage of time, under any benefit plan, employment agreement or other contract, plan or arrangement.

8. Miscellaneous.

(a) Notices. All notices, requests, demands, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when (i) delivered personally, (ii) five (5) days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized express courier service, postage or delivery changes prepaid, with receipt, or (iv) delivered by telecopy (with receipt, and with original delivered in accordance with any of (i), (ii) or (iii) above) to the parties at their respective addresses stated below or to such other addresses of which the parties may give notice in accordance with this Section.

If to Company, to:

Assisted Living Concepts, Inc.
111 W. Michigan
Milwaukee, WI 53203

Attention: President and Chief Executive Officer

Facsimile: (414) 908-8111

If to Employee, to:

Mr. Wally Levonowich

(b) Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof, with the exception of existing deferred compensation (including Executive Retirement) plans, benefits plans and incentive plans.

(c) Modification. This Agreement shall not be amended, modified, supplemented or terminated except in writing signed by both parties.

(d) Termination of Prior Severance Agreements. All prior severance agreements between Employee and Company and/or any of its affiliates (and any of their predecessors) are hereby terminated as of the date hereof as fully performed on both sides.

(e) Assignability and Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and permitted assigns and upon Employee and his heirs, executors, legal representatives, successors and permitted assigns. However, neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any of its or his rights hereunder without prior written consent of the other party, and any such attempted assignment, transfer, pledge, encumbrance, hypothecation or other disposition without such consent shall be null and void without effect. Notwithstanding the foregoing, this Agreement may be assigned by the Company to any of its subsidiaries or other affiliates and the Agreement shall continue in full force and effect following the sale any such subsidiary or affiliate; provided that the buyer of any such subsidiary or affiliate agrees to be bound by the terms hereof.

(f) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(h) Section Headings. Section and subsection headings in this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect.

(i) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(j) Controlling Law. This Agreement is made under, and shall be governed by, construed and enforced in accordance with, the substantive laws of the State of Wisconsin applicable to agreements made and to be performed entirely therein.

(k) Settlement of Disputes. The Company and Employee agree that any claim, dispute or controversy arising under or in connection with this Agreement, or otherwise in connection with Employee's employment by the Company (including, without limitation, any such claim, dispute or controversy arising under any federal, state or local statute, regulation or ordinance or any of the Company's employee benefit plans, policies or programs) shall be resolved solely and exclusively by binding arbitration. The arbitration shall be held in Milwaukee County, Wisconsin (or at such other location as shall be mutually agreed by the parties). The arbitration shall be conducted in accordance with the Expedited Employment Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except that the arbitrator shall be selected by alternatively striking from a list of five arbitrators supplied by the AAA. All fees and expenses of the arbitration, including a transcript if either requests, shall be borne equally by the parties. Each party will pay for the fees and expenses of its or his own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs (unless the party prevails on a claim for which attorney's fees are recoverable under the Rules). Any action to enforce or vacate the arbitrator's award shall be governed by the Federal Arbitration Act, if applicable, and otherwise by applicable state law.

(l) Indulgences, Etc. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(m) Notwithstanding anything herein to the contrary, if the severance payment(s) described herein are considered deferred compensation subject to the provisions of Code Section 409A, then this Agreement shall be deemed automatically amended to comply with the requirements thereof in a manner that would cause the payments to comply with the provisions of Code Section 409A, including but not limited to providing that the severance payment shall be made only upon the Executive's separation from service within the meaning of Code Section 409A and requiring that if the Executive is a "specified employee" within the meaning of Code Section 409A, that

any severance payment(s) due hereunder shall not be paid until six months following the date of the Executive's separation from service to the extent required by Code Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned, under seal, intending to be legally bound hereby.

Attest:	COMPANY:
/s/ Witness	By: /s/ Mel Rhinelander
Executive Assistant	Name: Mel Rhinelander Title: President and Chief Executive Officer
/s/ Witness	By: /s/ Laurie Bebo
Executive Assistant	Name: Laurie Bebo Title: President and Chief Operating Officer
Witness: /s/ Witness	EMPLOYEE: /s/ Wally Levonowich
	Wally Levonowich

Exhibit 10.11

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") dated as of June 26, 2006 by and between Assisted Living Concepts, Inc. a Nevada corporation with its principal place of business at 111 West Michigan, Milwaukee, WI 53203, (the "Company") and Rae Schweer, Vice President Sales and Marketing (the "Employee").

WITNESSETH

The Company desires to continue to employ the Employee as an employee of the Company or its subsidiaries, and the Employee desires to provide services to the Company or its subsidiaries, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Offer and Acceptance of Employment. The Company hereby agrees to employ the Employee as the Vice President Sales and Marketing of the Company. The Employee accepts such employment and agrees to perform the customary responsibilities of such position with the Company and/or certain of its subsidiaries as may be assigned to her from time to time by the Company. The Employee will perform such other duties as may from time to time be reasonably assigned to her by the Company, provided such duties are comparable with the type of duties performed by persons of similar titles with the Company, its subsidiaries or other affiliates.

2. Compensation and Benefits.

(a) Base Salary. As long as Employee remains an employee of Company, Employee will be paid a base salary, less applicable withholding, which shall continue at the rate currently in effect, subject to adjustment as hereinafter provided. Employee's base salary shall be reviewed on an annual basis and the Company shall increase such base salary, by an amount, if any, it determines to be appropriate. Any such increase shall not reduce or limit any other obligation of the Company hereunder. Employee's annual base salary payable hereunder, as it may be increased from time to time, less applicable withholding, and without reduction for any amounts deferred as described below, is referred to herein as "Base Salary". Employee's Base Salary, as in effect from time to time, may not be reduced by the Company without Employee's consent, provided that the Base Salary payable under this paragraph shall be reduced to the extent Employee elects to defer or reduce such salary under the terms of any deferred compensation plan or other employee benefit arrangement maintained or established by the Company. The Company shall pay Employee the portion of her Base Salary not deferred in accordance with its customary periodic payroll practices.

(b) Incentive Compensation. Subject to Board approval and based on the recommendation of the Human Resources Committee, the Employee may be eligible to participate in stock option, incentive compensation and other plans, which reward

performance, at a level consistent with Employee's then assigned position(s) with the Company or certain of its subsidiaries and other affiliates and the Company's then current policies and practices.

(c) Benefits, Perquisites and Expenses.

(i) Benefits. Employee shall be eligible to participate in (1) each welfare benefit plan sponsored or maintained by the Company, including, without limitation, each life, optional life, hospitalization, medical, dental, vision, health, accident or disability insurance, individual disability/long term care plan, or similar plan or program of the Company, and (2) each deferred compensation (including Executive Retirement) or savings plan sponsored or maintained by the Company, in each case, whether now existing or established hereafter, to the extent that Employee is eligible to participate in any such plan under company policies and practices and consistent with the generally applicable provisions thereof. With respect to benefits payable to Employee, Employee's service credited for purposes of determining Employee's benefits and vesting shall be determined in accordance with the terms of the applicable plan or program. Nothing in this Section 2(c), in and of itself, shall be construed to limit the ability of the Company to amend or terminate any particular plan, program or arrangement.

(ii) Vacation. The Employee shall be entitled to the number of paid vacation days in each anniversary year determined by the Company from time to time for similar positions. The Employee shall also be entitled to all paid holidays given by the Company to employees with similar positions.

(iii) Business Expenses. The Company shall pay or reimburse Employee for all reasonable expenses incurred or paid by Employee in the performance of Employee's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may reasonably require and in accordance with the then generally applicable policies and practices of the Company.

(iv) Auto. The Company shall provide Employee with a monthly auto allowance in the amount of $650. Additionally, the Employee will be reimbursed for miles driven on Company business at the applicable reimbursement rate that is set from time to time by the Company.

3. Employment Termination. The Employee's employment under this Agreement may be terminated as follows:

(a) Good Cause. For purposes hereof, a termination by the Company for "Good Cause" shall mean termination by action of the Company upon written notice to Employee specifying the particulars of the action or inaction alleged to constitute "Good Cause" because of (i) Employee's commission of any felony (whether or not involving the Company or any of its subsidiaries), including, without limitation, those involving moral turpitude which subjects, or if generally known, would subject, the Company or any of its subsidiaries to public ridicule or embarrassment, (ii) fraud or other willful misconduct by Employee in respect of her obligations under this Agreement, (iii) refusal

or continuing failure to attempt, without proper cause and, other than by reason of illness, to follow the lawful directions of the senior officers or the Board of Directors of the Company, (iv) willful violation of any material policy of the Company or material agreement with the Company, or (v) or other conduct that may be detrimental to the best interests of the Company or any affiliate thereof as determined by the Board.

(b) Without Cause. Notwithstanding anything to the contrary contained in this Agreement, the Company may, at any time terminate the Employee's employment hereunder without Cause.

(c) Death. If Employee dies, her employment shall terminate as of the date of death.

(d) Change in Location; Material Failure. The Employee's employment shall terminate upon:

(i) the provision of written notice from the Company to the Employee that the Employee's work location in being shifted to a location more than 30 miles away from the Employee's current work location; or

(ii) There is a material diminution of the Employee's assigned duties and responsibilities including any material diminution of the powers associated with such position;

(iii) The Employee advises the Company, in writing, that the amendments to the conditions of employment in (i) and/or (ii) above are not acceptable and that the Employer has not received such change within thirty (30) days.

(e) Date of Termination. "Date of Termination" shall mean whichever of the following is applicable:

(i) if Employee's employment is terminated under paragraph (c) of this Section 3, the date of death;

(ii) if the Employee's employment is terminated under paragraph (a) or (b) of this Section 3, the date specified in the Notice of Termination (which shall not be less than 7 days in case of paragraph (a) and 60 days in case of paragraph (b) nor more than 180 days from the date such Notice of Termination is given);

(iii) in the case of an event described in paragraph (d) of this Section 3 the last day of the month in which such event occurs; or

(iv) Employee may terminate voluntarily and, in such event, the Employee's Date of Termination shall be the date which is two weeks after the date the Employee provides notice to the Company of voluntary termination. It is understood and agreed that the Employee is required to provide the Company with sixty (60) days notice of resignation.

4. Payments upon Termination.

(a) Termination Due to Death or Voluntary Termination. Upon termination of the Employee under Section 3(c) or in the event of Employee's voluntary termination the Company shall no later than the first day of the third month following the month in which the Date of Termination occurs pay to the Employee or his estate (1) her full Base Salary and other accrued benefits earned up to the Date of Termination and (2) if any bonus, under any bonus plan, shall be payable in respect of the year in which the Employee's Date of Termination occurs. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(b) Termination for Cause. If the Employee's employment shall be terminated under Section 3(a), the Company shall no later than thirty (30) days following the month in which the Date of Termination occurs pay the Employee her full Base Salary through the Date of Termination at the rate in effect at the time Notice of Termination is given. Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation arrangements. The Company shall have no further obligations to the Employee under this Agreement.

(c) Termination by the Company for Reasons other than for Cause, Death or Disability.

In the event the Company terminates the Employee pursuant to paragraph (b) or (d) of Section 3, then:

(i) the Company shall make a lump sum payment (less applicable deductions to include withholdings for taxes) to the Employee as follows no later than thirty (30) days after the month in which the Date of Termination occurs equal to the sum of the following:

(A) Payment of any Base Salary owed to the Date of Termination which has not yet been paid.

(B) Severance pay in the amount of one year of Base Salary at the rate in effect at the time of the event described in Section 3(b) or (d) (whichever is applicable) plus $15,000.

(C) A payment in lieu of bonus in an amount equivalent to 30% of Base Salary (as described in clause (B) above) and, also, for the year in which termination occurs, a bonus shall be paid to the Employee on a pro-rata basis for the portion of the year in which the Employee was employed, up to the Date of Termination, on the assumption that 100% of the bonus payment would have been achieved.

(D) The cash equivalent of 12 months of auto allowance.

(E) The amount that the Company would have credited as Company contributions over the 12 month period of time beginning immediately after the Date of Termination to any of the deferred compensation (including Executive Retirement) plans in which the Employee was a participant.

(ii) Employee shall also be entitled to all vested deferred compensation (including Executive Retirement) of any kind at such times and in such amounts provided under the terms of applicable deferred compensation plans.

(iii) For the 12 month period beginning with the Date of Termination, the Employee shall be treated as if the Employee had continued to be employed for all purposes under insured welfare benefit plans (other than plans providing medical benefits) sponsored or maintained by the Company on the same participation terms as if still employed. Beginning with the Date of Termination, the Employee shall be entitled to receive medical plan continuation coverage required under ERISA ("COBRA Benefits") subject to payment of full COBRA premiums by Employee.

(iv) In order to receive the payments described in (c)(i) above, the Employee must (no later than thirty (30) days following the month in which the Date of Termination occurs) execute (and not revoke during the seven day revocation period), a release in form substantially similar to that attached as Exhibit A hereto.

5. Section 280G Limitation on Compensation. In the event that the severance benefits payable to the Employee under this Agreement or any other payments or benefits received or to be received by the Employee from the Company (whether payable pursuant to the terms of this Agreement, any other plan, agreement or arrangement with the Company) or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Internal Revenue Code of 1986, as amended (the "Code"), in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Employee, constitute "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the Employee's "base amount" within the meaning of Section 280G(b)(3) of the Code, such severance benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by the Employee from the Company (or an Affiliate) that are deemed "parachute payments") is equal to 2.99 times the "base amount," notwithstanding any other provision to the contrary in this Agreement.

6. Employee's Covenants.

(a) Nondisclosure. At all times during and after Employee's employment with the Company, Employee shall keep confidential and shall not, except with Company's express prior written consent, or except in the proper course of her employment with Company, directly or indirectly, communicate, disclose, divulge, publish, or otherwise express, to any Person, or use for her own benefit or the benefit of any Person, any trade secrets, confidential or proprietary knowledge or information, no

matter when or how acquired concerning the conduct and details of Company's business, including without limitation, names of customers and suppliers, marketing methods, trade secrets, policies, prospects and financial condition. For purposes of this Section 6, confidential information shall not include any information which is now known by or readily available to the general public or which becomes known by or readily available to the general public other than as a result of any improper act or omission of Employee.

(b) Non-Competition. For a period of two (2) years following termination of Employee's employment with the Company for any reason, Employee shall not, except with Company's express prior written consent, directly or indirectly, in any capacity, for the benefit of any Person:

(i) Solicit or hire any Person who is or during such period becomes a customer, supplier, employee, salesman, agent or representative of Company, in any manner which interferes or might interfere with such Person's relationship with Company, or in an effort to obtain such Person as a customer, supplier, employee, salesman, agent, or representative of any business in competition with Company which conducts operations within 50 miles of the Employee's present office.

(ii) Establish, engage, own, manage, operate, join or control, or participate in the establishment, ownership (other than as the owner of less than one percent of the stock of a corporation whose shares are publicly traded), management, operation or control of, or be a director, officer, employee, salesman, agent or representative of, or be a consultant to, any Person in any business in competition with Company, if such Person has any office or facility at any location within 50 miles of any location of the company over which the Employee has direct responsibility or within 100 miles of the Employee's current office, or act or conduct herself in any manner which she would have reason to believe inimical or contrary to the best interests of Company.

(c) Enforcement. Employee acknowledges that any breach by her of any of the covenants and agreements of this Section 6 ("Covenants") will result in irreparable injury to Company for which money damages could not adequately compensate Company, and therefore, in the event of any such breach, Company shall be entitled, in addition to all other rights and remedies which Company may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Employee and/or all other Persons involved therein from continuing such breach. The existence of any claim or cause of action which Employee or any such other Person may have against Company shall not constitute a defense or bar to the enforcement of any of the Covenants. If Company is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a material breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a material breach occurred, or, if later, the last day of the original fixed term of such Covenant.

(d) Consideration. Employee expressly acknowledges that the Covenants are a material part of the consideration bargained for by Company and, without the

agreement of Employee to be bound by the Covenants, Company would not have agreed to enter into this Agreement.

(e) Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, duration, geographical area or similar factor, then the court making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such Covenant shall then be enforceable in its reduced or limited form.

7. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of payment provided for under this Agreement be reduced by any compensation earned by the Employee as the result of employment by another employer after the Date of Termination, or otherwise. The amounts payable to Employee under Section 5 hereof shall not be treated as damages but as severance compensation to which Employee is entitled by reason of termination of her employment in the circumstances contemplated by this Agreement.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Employee's existing rights, or rights which would accrue solely as a result of the passage of time, under any benefit plan, employment agreement or other contract, plan or arrangement.

8. Miscellaneous.

(a) Notices. All notices, requests, demands, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when (i) delivered personally, (ii) five (5) days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized express courier service, postage or delivery changes prepaid, with receipt, or (iv) delivered by telecopy (with receipt, and with original delivered in accordance with any of (i), (ii) or (iii) above) to the parties at their respective addresses stated below or to such other addresses of which the parties may give notice in accordance with this Section.

If to Company, to:

Assisted Living Concepts, Inc.
111 W. Michigan
Milwaukee, WI 53203

Attention: President and Chief Executive Officer

Facsimile: (414) 908-8111

If to Employee, to:

Ms. Rae Schweer

(b) Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof, with the exception of existing deferred compensation (including Executive Retirement) plans, benefits plans and incentive plans.

(c) Modification. This Agreement shall not be amended, modified, supplemented or terminated except in writing signed by both parties.

(d) Termination of Prior Severance Agreements. All prior severance agreements between Employee and Company and/or any of its affiliates (and any of their predecessors) are hereby terminated as of the date hereof as fully performed on both sides.

(e) Assignability and Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and permitted assigns and upon Employee and her heirs, executors, legal representatives, successors and permitted assigns. However, neither party may assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement or any of its or her rights hereunder without prior written consent of the other party, and any such attempted assignment, transfer, pledge, encumbrance, hypothecation or other disposition without such consent shall be null and void without effect. Notwithstanding the foregoing, this Agreement may be assigned by the Company to any of its subsidiaries or other affiliates and the Agreement shall continue in full force and effect following the sale any such subsidiary or affiliate; provided that the buyer of any such subsidiary or affiliate agrees to be bound by the terms hereof.

(f) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(h) Section Headings. Section and subsection headings in this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect.

(i) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(j) Controlling Law. This Agreement is made under, and shall be governed by, construed and enforced in accordance with, the substantive laws of the State of Wisconsin applicable to agreements made and to be performed entirely therein.

(k) Settlement of Disputes. The Company and Employee agree that any claim, dispute or controversy arising under or in connection with this Agreement, or otherwise in connection with Employee's employment by the Company (including, without limitation, any such claim, dispute or controversy arising under any federal, state or local statute, regulation or ordinance or any of the Company's employee benefit plans, policies or programs) shall be resolved solely and exclusively by binding arbitration. The arbitration shall be held in Milwaukee County, Wisconsin (or at such other location as shall be mutually agreed by the parties). The arbitration shall be conducted in accordance with the Expedited Employment Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except that the arbitrator shall be selected by alternatively striking from a list of five arbitrators supplied by the AAA. All fees and expenses of the arbitration, including a transcript if either requests, shall be borne equally by the parties. Each party will pay for the fees and expenses of its or her own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs (unless the party prevails on a claim for which attorney's fees are recoverable under the Rules). Any action to enforce or vacate the arbitrator's award shall be governed by the Federal Arbitration Act, if applicable, and otherwise by applicable state law.

(l) Indulgences, Etc. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(m) Notwithstanding anything herein to the contrary, if the severance payment(s) described herein are considered deferred compensation subject to the provisions of Code Section 409A, then this Agreement shall be deemed automatically amended to comply with the requirements thereof in a manner that would cause the payments to comply with the provisions of Code Section 409A, including but not limited to providing that the severance payment shall be made only upon the Executive's separation from service within the meaning of Code Section 409A and requiring that if the Executive is a "specified employee" within the meaning of Code Section 409A, that

any severance payment(s) due hereunder shall not be paid until six months following the date of the Executive's separation from service to the extent required by Code Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned, under seal, intending to be legally bound hereby.

Attest:	COMPANY:
/s/ Witness Executive Assistant	By: /s/ Mel Rhinelander Name: Mel Rhinelander Title: President and Chief Executive Officer
/s/ Witness Executive Assistant	By: /s/ Laurie Bebo Name: Laurie Bebo Title: President and Chief Operating Officer
Witness: /s/ Witness	EMPLOYEE: /s/ Rae Schweer Rae Schweer

EXHIBIT 10.12

[FORM OF]
PURCHASE AND SALE AGREEMENT
(Divided Facility)

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of ___________, 2006, by and between ____________________, a ____________________corporation ("Transferor"), ALC REAL ESTATE, LLC, a Wisconsin limited liability company ("Transferee"), ASSISTED LIVING CONCEPTS, INC., a Nevada corporation ("Assisted Living"), and EXTENDICARE HEALTH SERVICES, INC., a Delaware corporation ("Extendicare").

WHEREAS, Transferor is the owner of certain real property located at ______________________________and legally described on Exhibit A (the "Property"); and

WHEREAS, the Facility (as defined in Section 1.01) is located on a portion of the Property; and

WHEREAS, Transferor is in the process of dividing the Property so that the portion of the Property on which the Facility is located will be a separate legal parcel (the "Property Division"); and

WHEREAS, upon the completion of the Property Division, Transferor desires to transfer to Transferee, and Transferee desires to accept and assume from Transferor, the Assets and the Assumed Liabilities (each as defined below); and

WHEREAS, Extendicare is the ultimate parent of Transferor and Assisted Living is the sole member of Transferee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE
Transfer of Assets; Assumption of Liabilities

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, effective upon the completion of the Property Division and receipt of all required approvals, Transferor hereby sells, assigns, conveys, transfers, and delivers to Transferee, and Transferee hereby accepts and acquires from Transferor, all of Transferor's right, title and interest in and to that portion of the Property shown on Exhibit A-1 (the "Facility"), together with all buildings, improvements, structures and fixtures located thereon, all furniture, equipment and other personal property located therein (except as excluded below), and all rights-of-way, easements and privileges appurtenant thereto (collectively, the "Assets").

1.02 Excluded Assets. Notwithstanding the terms of Section 1.01, Transferor is not selling, assigning, conveying, transferring or delivering to Transferee any operating assets of the Facility which have been transferred to ALC Operating, LLC by the operator of the Facility pursuant to a separate agreement dated the date hereof.

1.03 Assumed Liabilities. Except as set forth on Exhibit B and subject to Sections 4.02 and 4.03 hereof, on the terms and subject to the conditions set forth in this Agreement, Transferor hereby assigns, conveys, transfers and delivers to Transferee, and Transferee hereby accepts and assumes from Transferor, all of the liabilities of Transferor that primarily relate to the Assets (the "Assumed Liabilities"); provided, however, that the Assumed Liabilities do not include any liability to the extent such liability arises out of or results from the operations of the Facility or the Property prior to the date of the Closing (as that term is defined in Section 3.03 below).

ARTICLE TWO
Consideration

2.01 Purchase Price. The purchase price for the Assets shall be ______________________________ Dollars ($____________________) (the "Purchase Price"). The Purchase Price shall be paid in accordance with the provisions of Article Three.

2.02 Allocation. The Purchase Price shall be allocated as shown on Exhibit D to this Agreement.

ARTICLE THREE
Loan of Purchase Price

3.01 Execution of Note. Immediately prior to the distribution by Extendicare, Inc. of the Assisted Living stock to holders of Extendicare, Inc. stock, Assisted Living shall lend an amount equal to the amount of the Purchase Price to Extendicare in exchange for a note in the form attached hereto as Exhibit C (the "Note") and Extendicare shall immediately deliver the Note to Assisted Living.

3.02 Transfer of Note by Assisted Living. Promptly upon receipt of the Note from Extendicare, Assisted Living shall endorse and deliver the Note to Transferee as a contribution to capital and not in exchange for additional membership interests in Transferee.

3.03 Payment of Purchase Price. Upon the closing of the sale of the Assets to Transferee (the "Closing"), Transferee shall pay the Purchase Price to Transferor.

ARTICLE FOUR
Closing

4.01 Conveyance. At Closing, in exchange for payment of the Purchase Price, Transferor shall convey title to the Assets to Transferee by special warranty deed and bill of sale free and clear of all liens and encumbrances created by or through Transferor other than those matters shown as permitted encumbrances on the deed.

4.02 Prorations. Real estate and personal property taxes shall be prorated as of the date of Closing based on 105% of the most current tax bills if taxes are paid in arrears and otherwise in accordance with the current tax bill and adjusted accordingly between the parties. All other items of income and expense relating to the Assets shall be prorated between Transferor and Transferee as of Closing, and the Purchase Price shall be adjusted accordingly.

4.03 Closing Costs. Transferor shall pay all transfer taxes, survey and title costs and all other closing costs.

4.04 Contracts Relating to the Assets. At Closing, Transferor shall assign to Transferee and Transferee shall assume Transferor's right, title and interest in all third-party contracts relating to the Assets other than any such contracts assigned to ALC Operating, LLC by the operator of the Facility pursuant to a separate agreement dated the date hereof.

4.05 Cooperation. The parties shall cooperate with each other in all reasonable respects to ensure that the Closing occurs upon completion of the Property Division, including using their commercially reasonable efforts to obtain all permits and remove all legal impediments as required in connection with the Property Division. To the extent that the assignment of any contract requires the consent of a third party, Transferor and Transferee shall use their commercially reasonable efforts to obtain such consent. If such consent cannot be obtained, Transferor and Transferee shall take such other actions in order to place Transferee, insofar as reasonably practicable and subject to applicable law and to the fullest extent permitted under the applicable third party contract, in the same position as if such contract had been assigned to Transferee as contemplated hereby and so that all the benefits and burdens relating to such contract are to inure to Transferee.

ARTICLE FIVE
Miscellaneous

5.01 NO REPRESENTATIONS OR WARRANTIES REGARDING THE ASSETS. TRANSFEREE ACKNOWLEDGES AND AGREES THAT NONE OF TRANSFEROR, ASSISTED LIVING OR EXTENDICARE MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY OF THE ASSETS OR ASSUMED LIABILITIES OR REGARDING ANY OTHER MATTERS IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF TRANSFEROR, ASSISTED LIVING AND EXTENDICARE HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY OF THE ASSETS OR ASSUMED LIABILITIES OR ANY MATTER RELATED THERETO.

5.02 "AS IS" TRANSFER. THE TRANSFER OF THE ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND "WITH ALL FAULTS." TRANSFEREE ACCEPTS THE ASSETS AND THE ASSUMED LIABILITIES IN THEIR "AS IS" "WHERE IS" "WITH ALL FAULTS" CONDITION WITHOUT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM ANY OF THE OTHER PARTIES TO THIS AGREEMENT. TRANSFEREE ACKNOWLEDGES AND AGREES THAT NONE OF TRANSFEROR, ASSISTED LIVING OR EXTENDICARE

SHALL BE RESPONSIBLE OR LIABLE TO TRANSFEREE FOR ANY DEFECTS, ERRORS OR OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE ASSETS OR THE ASSUMED LIABILITIES.

5.03 Authority. Each party to this Agreement represents and warrants that (i) it is an entity organized and existing and in good standing under the laws of the state in which it is organized, and (ii) it has the right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement.

5.04 Further Assurances. At and after closing, each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as any other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement or otherwise carryout the intent and purposes of this Agreement. Without limiting the foregoing, in the event that the Property Division is not able to be legally completed due to applicable laws or decisions of governmental agencies having jurisdiction , the parties hereby covenant and agree to cooperate in good faith to take such other action(s)as such parties shall deem appropriate to accomplish the Property Division including, without limitation, the (a) creation of a tenancy in common; or (b) the creation of a condominium form of ownership; or (c) the sale-leaseback of the entire Property; or (e) such other form upon which the parties shall agree.

5.05 Amendment and Waiver. Any amendment, supplement or modification of this Agreement, and any consent to any departure by any party hereto from the terms of this Agreement, shall be effective only if it is made or given in writing and signed by each party hereto.

5.06 Binding Effect. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.07 Complete Agreement. Other than the Separation Agreement dated as of ___, 2006 between Assisted Living and Extendicare Real Estate Investment Trust, this Agreement and the exhibits hereto contain the complete agreement between the parties and supercede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

5.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.09 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5.10 GOVERNING LAW. EXCEPT FOR THE NOTE, WHICH SHALL BE GOVERNED BY WISCONSIN LAW, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE FACILITY IS LOCATED, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE CONFLICT OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of each party hereto as of the date first above written.

[TRANSFEROR]

By: ____________________________________
Name: __________________________________
Title: ___________________________________

ALC REAL ESTATE, LLC

By: ASSISTED LIVING CONCEPTS, INC.,
Its Sole Member

By: ____________________________________
Name: __________________________________
Title: ___________________________________

EXTENDICARE HEALTH SERVICES, INC.

By: ____________________________________
Name: __________________________________
Title: ___________________________________

ASSISTED LIVING CONCEPTS, INC.

By: ____________________________________
Name: __________________________________
Title: ___________________________________

EXHIBIT A

Legal Description of the Property

EXHIBIT A-1

Facility

EXHIBIT B

Exceptions to Assumed Liabilities

1. Payment of any indebtedness owed by Transferor and secured by any mortgage affecting the Assets.
2. Payment of any judgment against Transferor.
3. Payment of any other amounts owed by Transferor and secured by a lien on the Assets, such as a security interest or mechanic’s lien.

EXHIBIT C

PROMISSORY NOTE

$____________________ ____________________, 2006

FOR VALUE RECEIVED, the undersigned, ("Extendicare"), promises to pay to the order of Assisted Living Concepts, Inc., a Nevada corporation ("Assisted Living"), at 111 West Michigan Street, Milwaukee, Wisconsin 53203, or such other place as may be designated from time to time by the holder of this Note, the principal sum of ____________________Dollars ($__________), together with interest at the annual rate of six percent (6%), on the following terms:

(a) Promptly upon receipt of this Note from Extendicare, Assisted Living shall endorse and deliver this Note to ALC Real Estate, LLC ("ALC") as a contribution to capital and not in exchange for additional membership interests in ALC; and

(b) Upon the earliest of (i) closing (the "Closing") of the sale of that certain assisted living facility located at ____________________(the "Facility") by __________("Transferor") to ALC, (ii) the date on which the lease for the Facility between Transferor and ALC dated __________, 2006 (the "Lease") matures, or (iii) the date that ALC elects not to extend the term of the Lease, the outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, shall be paid by Extendicare to ALC.

This Note is to be governed by and construed according to the domestic laws of the State of Wisconsin without giving effect to the conflict of law provisions (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the law of any other jurisdiction. This Note is given for an actual loan of money for business purposes and not for personal, residential or agricultural purposes. The records of holder shall be prima facie evidence of the amount owing on this Note.

IN WITNESS WHEREOF, the undersigned has duly executed this Note as of this ___day of __________, 2006.

EXTENDICARE HEALTH SERVICES, INC.,
a Delaware corporation

By: ________________________________

Pay to the order of ALC Real Estate, LLC as a contribution to capital this ___day of __________, 2006.

ASSISTED LIVING CONCEPTS, INC.

By: ________________________________

EXHIBIT D

Allocation of Purchase Price

Real Property:	$
Personal Property:	$

Assisted Living Concepts, Inc.

111 West Michigan Avenue
Milwaukee, Wisconsin 53203

, 2006

Dear Assisted Living Concepts, Inc. Shareholder:

It is my pleasure to welcome you as a shareholder of Class A common stock of Assisted Living Concepts, Inc. ("ALC"). As a separate, publicly traded company, ALC is comprised of 206 assisted living facilities, making it one of the five largest publicly traded assisted living companies in the United States. Our business is to provide senior housing and assisted living services to the local markets we serve in 17 states.

As an independent company, we believe we can more effectively focus on our objectives and satisfy the capital needs of our company than we could as a subsidiary of Extendicare. Our business objectives include increasing our occupancy rates, growing our property portfolio through selective acquisitions of quality properties and expanding existing properties with new units, and leveraging our existing management and systems.

We believe our competitive strength will be in providing an aesthetically pleasing environment where seniors will enjoy life enrichment through wellness education, socialization and customer service. Our main goal is to be recognized as a superior provider of quality services and value to our clients.

We intend to have ALC's Class A common stock listed on the New York Stock Exchange under the symbol "ALC". We expect the separation will be completed and that your new stock will begin trading in the third quarter of 2006.

I invite you to learn more about ALC by reviewing the enclosed Information Statement. We look forward to our future as a separate publicly traded company and to your support as a holder of Class A common stock of ALC.

Sincerely,

By: /s/ Laurie A. Bebo

Chief Executive Officer

SUBJECT TO COMPLETION, DATED JULY 20, 2006

INFORMATION STATEMENT

Assisted Living Concepts, Inc.
Class A Common Stock
(Par Value $0.01 per share)

This Information Statement is being furnished in connection with the initial listing of our Class A common stock on the New York Stock Exchange. The listing of our Class A common stock will coincide with the delivery of shares of our Class A common stock to holders of Extendicare Inc. ("Extendicare") Subordinate Voting Shares pursuant to the exchange described below.

Shares of our Class A common stock will be exchanged for shares of Extendicare Subordinate Voting Shares in connection with a Plan of Arrangement that has been approved by Extendicare's Board of Directors. As part of the Plan of Arrangement, Extendicare will convert to Extendicare Real Estate Investment Trust, an unincorporated open-ended investment trust established under the laws of Ontario, which we refer to as Extendicare REIT. Holders of Extendicare Subordinate Voting Shares at the effective time of the Plan of Arrangement (the "Effective Time"), other than any holders that validly exercise dissent rights, will receive (i) one Extendicare Common Share and (ii) one share of Class A common stock of ALC from Extendicare for each Extendicare Subordinate Voting Share held. In addition, holders of Extendicare Multiple Voting Shares at the Effective Time of the Plan of Arrangement, other than any holders that validly exercise dissent rights, will receive (i) 1.075 Extendicare Common Shares and (ii) one share of Class B common stock of ALC from Extendicare for each Extendicare Multiple Voting Share held. Holders of Class B common stock of ALC will be entitled to convert their Class B common stock into Class A common stock of ALC on the basis of 1.075 shares of Class A common stock for each share of Class B common stock. Each Extendicare Common Share received in such exchanges will then immediately be exchanged for one unit of Extendicare REIT or, at the election of holders that are taxable Canadian residents, for one limited partnership unit of Extendicare Holding Partnership, which will be freely exchangeable for Extendicare REIT units.

Approval of the Plan of Arrangement is being sought from the holders of Extendicare Subordinate and Multiple Voting Shares pursuant to a separate management proxy circular, which we refer to as the Circular, being distributed by Extendicare to all holders of its Subordinate and Multiple Voting Shares. As a result, we are not asking you for a proxy and you are requested not to send us a proxy in connection with this Information Statement. Together with the Circular, Extendicare has sent to each holder of its Subordinate and Multiple Voting Shares a letter of transmittal that contains instructions for the surrender of Extendicare share certificates in connection with the exchange. There is currently no trading market for our Class A common stock. However, we expect that a limited market, commonly known as a "when-issued" trading market, for our Class A common stock will develop on or shortly before the completion of the Plan of Arrangement, and we expect "regular way" trading of our Class A common stock will begin the first trading day after the completion of the Plan of Arrangement. We intend to have ALC's Class A common stock listed on the New York Stock Exchange under the symbol "ALC."

In reviewing this Information Statement, you should carefully consider the matters described under the caption "Risk Factors" beginning on page 11.

Neither the Securities and Exchange Commission nor any state or provincial securities commission has approved or disapproved these securities or determined if this Information Statement is truthful or complete. Any representation to the contrary is a criminal offense.

This Information Statement is not an offer to sell, or a solicitation of an offer to buy, any securities.

The date of this Information Statement is , 2006.

Extendicare Inc. first mailed this document to its shareholders on , 2006.

TABLE OF CONTENTS

INDUSTRY DATA

This Information Statement includes industry data, forecasts and information that we have prepared based, in part, upon industry data, forecasts and information obtained from independent industry publications and surveys and other information available to us. Some data are also based on our good faith estimates, which are derived from management's knowledge of the industry and independent sources. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources.

SUMMARY

This summary highlights information contained elsewhere in this Information Statement and provides an overview of our company and the material aspects of our separation from Extendicare. You should read this entire Information Statement carefully, especially the risk factors beginning on page 11 and the financial statements and notes to those statements appearing elsewhere in this Information Statement.

We describe in this Information Statement the businesses and assets that we will own and operate immediately following our separation from Extendicare. We have acquired certain of these assets and businesses at different times over the past several years and will acquire certain of these assets when they are transferred to us by Extendicare prior to our separation. On January 31, 2005, Extendicare acquired all of the outstanding capital stock of Assisted Living Concepts, Inc., a Nevada corporation, which at the time operated 177 assisted living facilities located in 14 states. Although we will continue as the same legal entity organized under the laws of the State of Nevada, the assets and liabilities that comprise our business are different from those that were acquired by Extendicare on January 31, 2005. Therefore, references in this Information Statement to (i) "Assisted Living Concepts," "ALC," "we," "our" and "us" refer to Assisted Living Concepts, Inc. and its consolidated subsidiaries, as constituted after the separation, (ii) "Historic ALC" refers to Assisted Living Concepts, Inc. and its consolidated subsidiaries, as constituted upon its acquisition by Extendicare on January 31, 2005, and (iii) "Extendicare" refers to Extendicare Inc. and its consolidated subsidiaries (other than us) prior to the separation and conversion, and to Extendicare REIT and its consolidated subsidiaries after the separation, unless the context otherwise requires.

Following the exchange, we will be a separate publicly-traded company, and Extendicare will have no continuing stock ownership in us, except to the extent that Extendicare continues to own stock that would have been distributed to holders of Extendicare shares had they not validly dissented to the Plan of Arrangement. The historical financial results that are contained herein may not reflect our financial results in the future as an independent company or what our financial results would have been had we been operated as a separate publicly-traded company during the periods presented.

Assisted Living Concepts, Inc.

Our Business

We are one of the five largest publicly traded operators of assisted living facilities in the United States, based on total capacity, with 206 assisted living facilities totaling 8,251 units. Our assisted living facilities, or residences, typically consist of 35 to 50 units and offer residents a supportive, home-like setting and assistance with the activities of daily living. Our facilities are purpose-built to meet the special needs of seniors and are located in targeted, middle-market suburban bedroom communities that are selected on the basis of a number of factors, including the size of our target resident pool in the community. We own 151 of our facilities, and the remaining are under long-term leases, giving us significant operational flexibility with respect to our properties. For the three months ended March 31, 2006, the average occupancy rate for our facilities was approximately 84.3% (with mature facilities, defined as facilities with all units open for at least a year, having an occupancy rate of 85.6%), the average combined monthly rate for rent and services was $2,656 per unit and the percentage of our revenue generated from private pay sources, which we define as payment coming from individual residents or their families (as opposed to government programs, including Medicaid), was 78.7%.

We believe we are well positioned to take advantage of the growing demand for senior living facilities. This growing demand is the result of a number of demographic and macro-economic factors, including:

- *An Aging Population.* The population of Americans over the age of 65 is projected to steadily and significantly increase over the next 20 years — both in absolute numbers and as a percentage of the overall population.
- *Cost Containment Pressures.* As life expectancies increase and the size of the elderly population grows, the cost of caring for the elderly also increases. Federal and state governments, as well as private insurers, are increasingly turning to lower cost alternatives to acute care facilities to help contain the increase in these costs.

- *Changing Family Dynamics and Economics.* We believe that an increasing number of families are unwilling or incapable of providing the day-to-day care that the elderly require. However, we believe these families are capable of assisting with the financial support for the elderly to receive the care they need in nursing homes or assisted living facilities.

As a result of these trends, we believe the demand for senior living facilities will continue to increase. Within the senior living industry, we believe that most seniors prefer the home-like setting and lifestyle of assisted living facilities to the institutional setting of nursing facilities and will therefore choose to live in assisted living facilities over nursing facilities for so long as their health and physical condition permit them to do so.

Our Competitive Strengths

Our major competitive strengths are:

Leading Provider of Long-term Care Services. We are one of the five largest publicly traded operators of assisted living facilities in the United States. We operate 206 assisted living facilities, totaling 8,251 units, in 17 states, 151 of which are owned and the remaining 55 of which are leased under long-term leases. The size and breadth of our portfolio, as well as the depth of our experience in the senior living industry, allow us to achieve operating efficiencies that many of our competitors in the highly fragmented senior living industry cannot.

Significant Ownership of Purpose-Built, Attractive and Efficient Facilities. We own 151 assisted living facilities, or 73% of the total number of facilities we operate. We believe that owning properties, rather than leasing, increases our operating flexibility.

Focus on Wellness, Quality of Care and Customer Service. The staffing model of our facilities emphasizes the importance we place on delivering high quality care to our residents, with a particular emphasis on preventative care and wellness.

Facility Portfolio in Targeted Locations. Most of our facilities are located in middle-market, suburban bedroom communities with populations typically ranging from 10,000 to 40,000. We have targeted these communities based on their demographic profile, the average wealth of the population and the cost of operating in the community.

Experienced Executive and Senior Management Team. Our corporate executive and senior divisional management team is highly experienced, with an average of 20 years of experience in the senior living industry.

Our Strategy

The principal elements of our business strategy are to:

Build the Company Brand. We believe our success will be determined by the quality of services we provide and our reputation in the communities we serve, and we will strive to establish ourselves as the provider of choice in these communities for residents who value wellness, quality of care and customer service.

Increase Private Census within our Assisted Living Facilities. For the three months ended March 31, 2006, approximately 70.7% of our residents were private pay, generating 78.7% of our revenues. Our strategy is to increase the number of residents in our facilities that are private pay, both by filling existing vacancies at our facilities with private pay residents and by gradually decreasing the number of units in our facilities that are available for residents that rely on Medicaid.

Expand Our Asset Portfolio. We expect to grow our portfolio of assisted living facilities primarily through selective acquisitions in markets with favorable private pay demographics and, to a lesser extent, by expanding existing properties to meet any additional private pay demand in markets where we currently operate.

Our Relationship with Extendicare

For a further discussion of the separation and our relationship with Extendicare REIT after the separation, and the related risks, see "Our Separation from and Relationship with Extendicare After the Exchange" and "Risk Factors — Risks Relating to Our Relationship with Extendicare."

After our separation from Extendicare, Extendicare will consist of its North American nursing home operations (approximately 25,400 beds), a small number of assisted living units (approximately 900 units), and related contracted services and purchasing operations. In addition, in the United States, Extendicare will continue to offer medical specialty services, and in Canada it will continue to offer home health care services. Extendicare also will retain a one third interest in Crown Life Insurance Company.

Our History

Upon our separation from Extendicare, our business will be primarily composed of the following assets:

- 29 assisted living facilities that were formerly owned and operated by Extendicare Health Services, Inc. ("EHSI"), a wholly-owned subsidiary of Extendicare; and
- 177 assisted living facilities that have been directly owned or leased from third parties by ALC since Extendicare's acquisition of Historic ALC on January 31, 2005.

In addition, we will own 100% of the capital stock of Pearson Indemnity Company, Ltd. ("Pearson"), a Bermuda based captive insurance company that we expect to be capitalized with $10.0 million and that will provide our self-insured general and professional liability coverages. We will also own minority interests in Omnicare, Inc. ("Omnicare"), a U.S. publicly-traded corporation, BNN Investments Ltd. ("BNN"), a Canadian publicly-traded corporation, and MedX Health Corporation ("MedX"), a Canadian corporation. These interests will have an aggregate market value of approximately $4.4 million. We expect to dispose of the Omnicare and BNN investments, using the cash for future growth opportunities, while retaining the interest in MedX. In addition, we expect to purchase an office building in Milwaukee, Wisconsin that will serve as our headquarters beginning in 2007 from an unrelated party for an estimated purchase price of $5.0 million.

Since January 1, 2003, Extendicare has operated between 29 and 36 assisted living facilities through EHSI, primarily in the states of Wisconsin and Washington. As of December 31, 2005, 2004 and 2003, EHSI operated 29, 32 and 34 assisted living facilities, respectively, all of which were owned except for one leased facility. On January 31, 2005, EHSI completed the acquisition of Historic ALC, a Nevada corporation headquartered in Dallas, Texas, which at the time operated a portfolio of 177 assisted living facilities, representing 6,838 units, located in 14 states. During 2005, EHSI completed construction of two new assisted living facilities, which were opened and operated by ALC, and expanded one facility by 16 units.

Since the acquisition of Historic ALC, Extendicare has consolidated its assisted living operations by moving ALC's headquarters to Milwaukee, Wisconsin, installing a new management team and by reorganizing its internal reporting structure and operations. Since December 31, 2005, EHSI has closed two of its assisted living facilities (105 units) and terminated the lease and operations at the only leased facility (63 units). Since March 31, 2006, subject to state regulatory approval, EHSI transferred to ALC the licenses to operate its 29 assisted living facilities. In addition, since March 31, 2006, ALC has completed the purchase of 14 of EHSI's 29 facilities, and it is currently seeking local planning commission approval to subdivide the land associated with the remaining 15 properties between the assisted living facilities and skilled nursing facilities that make up those properties. We expect ALC to complete the transfer of EHSI's remaining 15 facilities upon receipt of approval and have provided for a lease of the properties in the interim. In the event that local planning commission approval is withheld or delayed, EHSI will transfer the buildings associated with any such facility to ALC and ALC will enter into long-term land leases, which will not require local planning commission approval.

Historic ALC was incorporated in the State of Nevada on July 19, 1994 as Assisted Living Concepts, Inc. From its founding until January 31, 2005, Historic ALC was operated as an independent company, separate from Extendicare and, prior to October 2001, was listed on the American Stock Exchange. In October 2001, Historic ALC voluntarily filed for bankruptcy as a result of its inability to make payments on its indebtedness. In January

2002, it emerged from bankruptcy pursuant to a prenegotiated plan of reorganization and was listed on the over the counter, or OTC, bulletin boards until it was acquired by EHSI in January 2005.

* * *

Assisted Living Concepts, Inc. is a Nevada corporation. Our principal executive offices are located at 111 West Michigan Street, Milwaukee, Wisconsin 53203, and our telephone number is (414) 908-8800.

Summary of the Transactions

The following is a brief summary of the terms of the exchange and other concurrent transactions:

The Exchange

Pursuant to the Plan of Arrangement, and subject to the rights of holders to dissent from the transaction, holders of Extendicare Subordinate and Multiple Voting shares will receive units of Extendicare REIT and shares of ALC in exchange for their Extendicare shares (the "Exchange"). Specifically, in the Exchange:

- Holders of Extendicare Subordinate Voting Shares will receive (i) one Extendicare Common Share and (ii) one share of Class A common stock of ALC from Extendicare for each Extendicare Subordinate Voting Share that they hold as of the Effective Time;
- Holders of Extendicare Multiple Voting Shares will receive (i) 1.075 Extendicare Common Shares and (ii) one share of Class B common stock of ALC from Extendicare for each Extendicare Multiple Voting Share that they hold as of the Effective Time; and
- Each Extendicare Common Share received in the transactions described above will immediately be exchanged by the holder thereof for units of Extendicare REIT on a 1:1 basis, or, at the election of holders that are taxable Canadian residents, for units of Extendicare Holding Partnership on a 1:1 basis. The option of taxable Canadian holders to receive Extendicare Holding Partnership units affords such holders an opportunity to defer certain Canadian taxes. Other than the tax deferral, receipt of Extendicare Holding Partnership units will be economically equivalent to receiving Extendicare REIT units.

After the Exchange, Extendicare will not own any shares of our capital stock, except to the extent that it continues to hold shares that would have been distributed to holders of Extendicare Subordinate and Multiple Voting Shares had they not validly dissented to the Plan of Arrangement.

Separated Company

Assisted Living Concepts, Inc. is currently a wholly-owned subsidiary of Extendicare. After the separation, ALC will be a separate publicly-traded company.

ALC Securities to be received in the Exchange

In addition to the units of Extendicare REIT or Extendicare Holding Partnership received in the Exchange, holders of Extendicare Subordinate Voting Shares will receive one share of Class A common stock of ALC for each Extendicare Subordinate Voting Share in the Exchange and holders of Extendicare Multiple Voting Shares will receive one share of Class B common stock of ALC for each Extendicare Multiple Voting Share in the Exchange.

The Class A and Class B common stock of ALC will constitute all of our outstanding common stock immediately after the Exchange. Holders of our Class B common stock will be entitled to convert their Class B common stock into shares of our Class A common stock on the basis of 1.075 shares of Class A common stock for each share of Class B common stock. We intend to list ALC's Class A common stock on the New York Stock Exchange under the symbol "ALC." See "Description of Our Capital Stock" for a more complete description of the rights and privileges of our common stock.

Approval

The Plan of Arrangement, including the Exchange, requires the approval of two-thirds of the vote of the holders of Extendicare's Subordinate Voting Shares and Multiple Voting Shares voting separately as a class in person or by proxy, as well as the approval of the Ontario Superior Court of Justice (Commercial List). Approval is being sought pursuant to the Circular.

Exchange Date

If approved, we expect the Exchange to occur within two weeks following the special meeting of holders of Extendicare's Subordinate and Multiple Voting Shares called to approve the Plan of Arrangement.

Reason for Furnishing this Information Statement

This Information Statement is being furnished solely to provide information to Extendicare shareholders who will receive shares of our common stock in the Exchange. It is not and is not to be construed as an inducement or encouragement to buy, hold or sell any of our securities. We believe that the information contained in this Information Statement is accurate as of the date set forth on the cover. Changes may occur after that date and neither Extendicare nor we undertake any obligation to update the information except in the normal course of our respective public disclosure obligations.

Questions and Answers about ALC and the Exchange

Why is Extendicare separating ALC and distributing its stock?

The Board of Directors of Extendicare has determined that the separation of ALC from Extendicare is in the best interests of Extendicare and its holders of Subordinate and Multiple Voting Shares, by providing opportunities and benefits to each of Extendicare and ALC, including:

- The separation will allow the independent management of each of Extendicare and us to focus its attention and its company's financial resources on its respective distinct business and challenges and to lead each independent company to adopt strategies and pursue objectives that are appropriate to its respective business.
- As a U.S. based company listed on the NYSE, ALC will have the opportunity to attract more U.S. investors, which should lead to greater investor awareness and a more liquid market for ALC's Class A common stock. Extendicare shares are currently primarily traded on the Toronto Stock Exchange, and may not have attracted a significant number of U.S. investors due to its lack of visibility in the United States and foreign exchange risk associated with Canadian operations.

- Through the split of Extendicare's skilled nursing and assisted living businesses, investors should be in a better position to value the two independent companies and to better evaluate the performance of each company against their industry peers.
- ALC should have access to lower cost capital to fund acquisitions and growth.

How will the separation and Exchange work?

The separation and the Exchange will be accomplished through a Plan of Arrangement that has been approved by Extendicare's Board of Directors and is subject to approval by holders of Extendicare Subordinate and Multiple Voting Shares pursuant to separate class votes and the Ontario Superior Court of Justice (Commercial List). Shareholder approval is being solicited separately through the Circular and related proxy materials described below. If approved, subject to the satisfaction or waiver of all of the conditions to the completion of the Plan of Arrangement, a series of transactions will occur that will result in the separation of ALC from Extendicare and the simultaneous conversion of Extendicare Inc. into Extendicare REIT, an unincorporated open-ended real estate investment trust established under the laws of Ontario:

- Prior to the completion of the Plan of Arrangement:
  - Extendicare will contribute to ALC certain assets not already owned by ALC; and
  - Extendicare and ALC will enter into a separation agreement, a tax allocation agreement and a number of transitional services agreements, each of which allocates certain liabilities and sets forth the responsibilities of each party.
- On the date that the Plan of Arrangement is completed:
  - Holders of Extendicare Subordinate Voting Shares, other than holders who validly exercise dissent rights, will receive (i) one Extendicare Common Share and (ii) one share of Class A common stock of ALC from Extendicare for each Extendicare Subordinate Voting Share that they hold as of the Effective Time;
  - Holders of Extendicare Multiple Voting Shares, other than holders who validly exercise dissent rights, will receive (i) 1.075 Extendicare Common Shares and (ii) one share of Class B common stock of ALC from Extendicare for each Extendicare Multiple Voting Share that they hold as of the Effective Time; and
  - Each Extendicare Common Share received in the transactions described above will immediately be exchanged by the holder thereof for one unit of Extendicare REIT or, at the election of holders that are taxable Canadian residents, for one limited partnership unit of Extendicare Holding Partnership.

What do shareholders need to do to participate in the Exchange?

In connection with the Plan of Arrangement, you will receive the Circular, which will explain the Plan of Arrangement in more detail. The Circular will be accompanied by proxy solicitation materials that will instruct you on how to vote on the overall Plan of Arrangement. If the Plan of Arrangement is approved by the requisite votes of Extendicare's Subordinate and Multiple Voting Shares, no further shareholder approval of the Exchange will be required or sought, although we urge you to read this entire document carefully.

Does ALC plan to pay dividends?

We presently do not intend to pay any dividends.

What will the relationship between Extendicare and ALC be following the Exchange?

After the Exchange, we do not expect to have any material relationships with Extendicare other than the following relationships:

- Following the Separation, Extendicare, through its subsidiaries, will provide certain transitional services to us related to information technology, payroll and benefits processing and reimbursement functions. For a more detailed description of these services and their related costs, please see the sections of this Information Statement entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Our Separation from and Relationship with Extendicare After the Exchange."
- One of our directors will also serve on Extendicare REIT's board of trustees. See "Management."

What if I want to sell my ALC common stock?

You should consult with your own financial advisors, such as your stockbroker, bank or tax advisor. Neither we nor Extendicare make any recommendations on the purchase, retention or sale of shares of ALC common stock to be delivered in the Exchange.

Where will I be able to trade shares of ALC Class A common stock?

There is not currently a public market for our Class A common stock. We intend to have ALC's Class A common stock listed on the New York Stock Exchange under the symbol "ALC." We anticipate that trading in shares of our Class A common stock will begin trading on a "when-issued" basis on or shortly before the completion of the Plan of Arrangement, and "regular way" trading will begin on the first trading day following its completion. If trading does begin on a "when-issued" basis, you may purchase or sell our Class A common stock after that time, but your transaction will not settle until after the completion of the Exchange. On the first trading day following the completion of the Plan of Arrangement, when-issued trading in respect of our Class A common stock will end and regular way trading will begin. We cannot predict the trading prices for our Class A common stock before or after the completion of the Plan of Arrangement.

Will the number of Extendicare shares I own change as a result of the Exchange?

Yes. Pursuant to the Plan of Arrangement you will no longer own shares of Extendicare upon the completion of the transactions contemplated thereby. Instead you will own units of Extendicare REIT, or, at the election of holders that are taxable Canadian residents, units of Extendicare Holding Partnership, or, if you validly exercise dissent rights, you will receive cash. If you own Extendicare Subordinate Voting Shares, you will receive an equal number of Extendicare Common Shares, which will be exchanged for units of Extendicare

REIT (or Extendicare Holding Partnership) on a 1:1 basis. If you own Extendicare Multiple Voting Shares, you will receive 1.075 Extendicare Common Shares for each Multiple Voting Share you own, which will be exchanged for a corresponding number of units of Extendicare REIT (or Extendicare Holding Partnership), meaning that you will receive 1.075 units for each Extendicare Multiple Voting Share that you hold.

What will happen to the listing of Extendicare shares?

Extendicare Subordinate Voting Shares that are outstanding as of the date that the Plan of Arrangement is completed will be cancelled pursuant to the Plan of Arrangement and will be delisted from the New York Stock Exchange and the Toronto Stock Exchange. Extendicare Multiple Voting Shares also will be cancelled and delisted from the Toronto Stock Exchange. Units of Extendicare REIT are expected to be listed on the Toronto Stock Exchange only. Units of Extendicare Holding Partnership are not expected to be listed.

Are there risks to owning ALC Class A common stock?

Yes. Our business is subject both to general and specific business risks relating to our leverage, our business, our relationship with Extendicare and our being a separate publicly-traded company, as well as risks related to the nature of the separation transaction itself. These risks are described in the "Risk Factors" section of this Information Statement beginning on page 11. We encourage you to read that section carefully.

Where can holders of Extendicare Subordinate and Multiple Voting shares get more information?

If you have any questions relating to the Exchange, you should contact:

Assisted Living Concepts, Inc.
111 West Michigan Street
Milwaukee, Wisconsin 53203
Tel: (414) 908-8800
Fax: (414) 908-8481

Who will be the Exchange agent, transfer agent and registrar for our common stock?

Computershare Trust Company, Inc.
350 Indiana Street Suite 800
Golden, Colorado 80401

For a more detailed description of the Exchange, please see the section of this Information Statement entitled "The Exchange."

Summary Combined Financial and Other Data

The table below presents the historical summary combined financial and other data of ALC. The historical combined financial and other data have been prepared to include all of Extendicare's assisted living business in the United States and are a combination of (i) assisted living facilities operated by EHSI prior to and after its acquisition of Historic ALC, which ranged from 36 facilities as of January 1, 2003 to 29 facilities as of March 31, 2006, (ii) 177 assisted living facilities operated by ALC since Extendicare completed the acquisition of Historic ALC on January 31, 2005 and (iii) two assisted living facilities that were constructed by EHSI during 2005 but were opened and operated by ALC. The historical summary combined financial statements and other operating data do not contain data related to certain assets that will be transferred to us in connection with our separation from Extendicare. In addition, the historical summary combined financial and other operating data include certain assets and operations that will not be transferred to us in connection with our separation from Extendicare. Please see our unaudited pro forma condensed combined financial statements and the notes thereto for a more detailed description of these transactions.

The historical summary combined financial data should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical audited and interim unaudited financial statements and the accompanying notes thereto included elsewhere in this Information Statement. The combined statements of operations data for each of the three years in the three year period ended December 31, 2005, and the combined balance sheet data as of December 31, 2004 and 2005, are derived from the audited combined financial statements of ALC included elsewhere in this Information Statement, and should be read in conjunction with those combined financial statements and the accompanying notes. The combined statement of operations data for the three months ended March 31, 2005 and 2006, and the consolidated balance sheet data as of March 31, 2006, are derived from the unaudited combined financial statements of ALC included elsewhere in this Information Statement. The combined balance sheet data as of December 31, 2003 and March 31, 2005 are derived from the unaudited combined financial statements of ALC, which are not included in this Information Statement. In management's opinion, these unaudited combined financial statements have been prepared on substantially the same basis as the audited financial statements and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial data for the periods presented. The results of operations for the interim period are not necessarily indicative of the operating results for the entire year or any future period.

The financial information presented below may not reflect what our results of operations, financial position and cash flows would have been had we operated as a separate, stand-alone entity during the periods presented or what our results of operations, financial position and cash flows will be in the future.

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
	(Unaudited)				
	(Thousands of dollars, except operating data)				
Income Statement Data:					
Revenues	$56,776	$37,665	$204,949	$33,076	$31,177
Costs and expenses:					
Operating	37,214	25,605	138,126	23,837	22,163
General and administrative	3,454	2,226	6,789	506	503
Lease costs	3,488	2,348	12,852	66	73
Depreciation and amortization	4,123	2,390	14,750	3,281	3,032
Interest expense, net	2,830	2,452	11,603	1,738	2,698
Loss on early retirement of debt	—	—	—	647	—
	51,109	35,021	184,120	30,075	28,469
Income from continuing operations before income taxes	5,667	2,644	20,829	3,001	2,708
Net income	$ 2,310	$ 1,526	$ 12,342	$ 1,635	$ 1,067
Operating Data (Note 1):					
Number of facilities at end of period:					
Owned (Note 2)	153	152	155	31	33
Capital leases	5	5	5	—	—
Operating leases	50	51	51	1	1
Total owned and leased	208	208	211	32	34
Available units at end of period	8,538	8,263	8,505	1,424	1,338

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
	(Unaudited)				
	(Thousands of dollars, unless otherwise noted)				
Average resident census (units occupied)	7,164	5,258	6,817	1,193	1,184
Average occupancy rate	84.3%	88.9%	87.9%	85.3%	88.4%
Percent of payor source of total revenue:					
Private pay	78.7%	78.9%	78.2%	92.7%	94.1%
Medicaid	21.3%	21.1%	21.8%	7.3%	5.9%
Balance Sheet Data (end of period):					
Cash and cash equivalents	$ 9,343	$ 4,604	$ 6,439	$ 119	$ 225
Property and equipment	373,563	380,909	378,362	73,390	66,070
Total assets	420,109	411,085	420,697	84,622	77,574
Total debt	130,906	212,842	131,526	—	—
Parent's investment	205,844	164,673	203,443	79,372	71,392

Notes:

(1) All of the operating data, except for the number of facilities at the end of the period, are for continuing operations. Please see "Management Discussion and Analysis of Financial Condition and Results of Operations" for a description of continuing operations.

(2) Owned facilities includes 15 facilities that EHSI has agreed to sell to ALC and ALC has agreed to purchase, subject only to the receipt from local planning commissions of approval to subdivide the facilities. We have leased these facilities from EHSI in the interim.

RISK FACTORS

You should carefully consider each of the following risks and all of the other information set forth in this Information Statement. The following risks relate principally to our business, our relationship with Extendicare and our being a separate publicly-traded company, as well as risks related to the nature of the separation transaction itself. The risks and uncertainties described below are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business. If any of the following risks and uncertainties develop into actual events, this could have a material adverse effect on our business, financial condition or results of operations. In that case, the trading price of our Class A common stock could decline.

Risk Relating to Our Business

The risk factors and uncertainties facing our industry and us include:

We face national, regional and local competition, and, if we are unable to compete successfully, we could lose market share and revenue.

The assisted living business is highly competitive, particularly with respect to private pay residents. Our assisted living facilities compete on a local and regional basis with other long-term care providers, including other assisted living providers, independent living providers, congregate care providers, home healthcare providers, nursing facilities and continuing care retirement centers, including both for-profit and not-for-profit entities. We compete based on price, the type of services provided, quality of care, reputation, age and appearance of facilities. Because there are relatively few barriers to entry in the assisted living industry, competitors could enter our communities with new facilities or upgrade existing facilities. Such facilities could offer residents more modern facilities with more amenities than ours at a lower cost. The entrance of additional competitors in the communities where we are located could negatively affect our ability to attract and retain residents, to maintain or increase resident service fees or to expand our business. In addition, we may be required to expand existing facilities to respond to competitive threats, which could negatively impact our operating margins. The availability and quality of competing facilities in the communities in which we operate significantly influences the occupancy levels in our assisted living facilities, and the entrance of any additional competitors, or the expansion of existing competing facilities, could result in our loss of market share and revenue. For example, in 2005, if our occupancy percentage had decreased by one percentage point proportionately across all payor sources, our revenue would have decreased by approximately $2.5 million.

We may not be able to compete effectively in those markets where overbuilding exists and future overbuilding in other markets where we operate our residences may adversely affect our operations.

Overbuilding in the late 1990s in the senior living industry reduced the occupancy rates of assisted living facilities and, in some cases, reduced the monthly rate that assisted living facilities were able to obtain for their services. This resulted in lower revenues for assisted living facilities during that time, which, combined with unsustainable levels of indebtedness, forced several assisted living facility operators into bankruptcy, including Historic ALC, which at the time was owned and operated by entities unrelated to Extendicare and our management. While we believe that overbuilt markets have stabilized, the effects of this period of overbuilding could affect our occupancy rates and resident fee rate levels in the future. In addition, another period of overbuilding could occur in the future.

If we fail to cultivate new or maintain existing relationships with physicians and others in the communities in which we operate, our occupancy rates may decrease.

Our ability to increase our overall occupancy rates, as well as the number of private pay residents in our communities, depends on our reputation in the communities we serve and our ability to successfully market to our target residents. A large part of our marketing and sales efforts is directed towards cultivating and maintaining relationships with key community organizations who work with seniors, physicians and other healthcare providers in the communities we serve, whose referral practices significantly affect the choices seniors make with respect to their long-term care needs. Community organizations, physicians and other healthcare providers referring residents to our facilities are not our employees and are free to refer to other providers. If we are unable to successfully cultivate and maintain strong relationships with these community organizations, physicians and other healthcare providers, our occupancy rates and revenue could decline, which could adversely affect our financial condition and results of operations.

Due to the dependency of our revenues on private pay sources, events which adversely affect the ability of seniors to afford our monthly resident fees could cause our occupancy rates, revenues and results of operations to decline.

Costs to seniors associated with independent and assisted living services are not generally reimbursable under government reimbursement programs such as Medicare and Medicaid. Accordingly, in 2005 approximately 78.2% of our total revenues were derived from private pay sources consisting of income or assets of residents or their family members. Only seniors with income or assets meeting or exceeding the comparable median in the regions where our facilities are located typically can afford to pay our monthly resident fees. Economic downturns, changes in demographics or changes in social security payment levels could limit the ability of seniors to afford our resident fees. In addition, downturns in the housing markets could limit the ability of seniors to afford our resident fees as our customers frequently use the proceeds from the sale of their homes to cover the cost of our fees. If we are unable to retain or attract seniors with sufficient income, assets or other resources required to pay the fees associated with independent and assisted living services, our occupancy rates and revenues could decline, which could adversely affect our financial condition and results of operations.

Changes in the percentage of our residents that are private residents and, where applicable, Medicaid rates may significantly affect our profitability.

The sources and amounts of our assisted living facility resident revenues will be determined by a number of factors, including the mix of private versus Medicaid funded residents and, where applicable, Medicaid rates. Where residents pay privately, the income and assets of our residents and their family members can impact our private pay revenues. Economic downturns or changes in demographics could limit the ability of seniors to afford our daily resident fees. If we are unable to attract seniors with sufficient income, assets or other resources, our resident revenues and results of operations could decline. The differential in the Medicaid rate to market rate varies by state and by community; however, on average, for ALC, the differential was approximately $27 per day for the year ended December 31, 2005. Our goal is to minimize the number of our residents that rely on Medicaid to make payments to us, and, as part of our marketing strategy, we will at times maintain a unit's availability for private pay residents. Our ability to maintain a unit's availability for private pay residents only is, in some cases, restricted by applicable state laws and regulatory requirements imposed by agreements related to some of our facilities that were financed with tax exempt bonds. In such a case, if private pay demand is inadequate at such a facility, our occupancy rate and revenue at that facility would decrease. Furthermore, if changes in law were to require us to have a minimum percentage of Medicaid residents within our facilities above our current levels, our revenue and results of operations could be materially and adversely affected, especially in states with reimbursement levels below the cost of providing care and other services.

Changes or reductions in Medicaid rates may decrease our revenues.

Medicaid is an essential part of the health coverage in every state and is jointly financed by federal and state governments. Medicaid outlays are projected to approximate $322.0 billion in calendar year 2006 and account for nearly 16% of total national healthcare expenditures, and Medicaid is available in each of the states in which we operate to pay for the purchase of assisted living facility services. Although we aim to decrease the number of our residents that rely on Medicaid, in 2005, Medicaid payments comprised approximately $45 million, or 21.8%, of our total revenue and, as of December 31, 2005, Medicaid residents comprised approximately 29.2% of our entire resident population. Financial pressures on state budgets will directly impact the level of available Medicaid funding and hence the level of available funding for inflationary increases. A majority of states continue to face financial budgetary constraints as a result of rapidly increasing demand and therefore spending, offset by slow state revenue growth. Medicaid programs are often the first to be cut as they represent a significant portion of state budgets. In addition, the proposed 2006 federal budget included reforms of the Medicaid program to cut a total of $60.0 billion in projected Medicaid expenditure growth over 10 years. Congress scaled back the proposed reduction in the final version of the budget and the final enactment is a compromise establishing a Medicaid Commission authorized to make specific policy recommendations, while agreeing to defer Medicaid cuts during fiscal year 2006, and providing reconciliations instructions to Congress to make $10.0 billion in Medicaid reductions during fiscal years 2007 to 2011. If adopted at either the federal or the state level, legislative proposals to reduce the federal and state budget deficits by limiting Medicaid reimbursement in general could result in a decline in our revenue, which could adversely affect our financial condition and results of operations. For example, in 2005, a hypothetical one percent decrease in our average Medicaid rate could have resulted in a $0.5 million decrease in our revenues.

Termination of our resident agreements and vacancies in the living spaces we lease could adversely affect our revenues, earnings and occupancy levels.

State regulations governing assisted living facilities require written resident agreements with each resident. Several of these regulations also require that each resident have the right to terminate the resident agreement for any reason on reasonable notice. Consistent with these regulations, several of our assisted living resident agreements allow residents to terminate their agreements upon 0 to 30 days' notice. Unlike typical apartment leasing or independent living arrangements that involve lease agreements with specified leasing periods of up to a year or longer, in many instances we cannot contract with our assisted living residents to stay in those living spaces for longer periods of time. If multiple residents terminate their resident agreements at or around the same time, our revenues and occupancy rates could decrease, which could adversely affect our financial condition and results of operations. In addition, because of the demographics of our typical residents, including age and health, resident turnover rates in our facilities are difficult to predict. As a result, the living spaces we lease may be unoccupied for a period of time, which could result in a decrease in our revenues.

Labor costs comprise a substantial portion of our operating expenses. An increase in wages, as a result of a shortage of qualified personnel or otherwise, could substantially increase our operating costs.

We compete for residence directors and nurses with other healthcare providers and with various industries for healthcare assistants and other employees. A national shortage of nurses and other trained personnel, a shortage of workers in some of the communities we serve, and general inflationary pressures have forced us to enhance our wage and benefits packages in order to compete for qualified personnel. According to a survey by the American Healthcare Association, or AHCA, issued in February 2003, there were over 96,000 vacant positions in the long-term care sector, of which 39,000 were professional nursing staff and the remainder certified nursing assistants, or CNAs, for skilled nursing facilities, and personal service assistants, or PSAs, for assisted living facilities. The survey reported that average turnover within the industry was 50% with a 36% turnover rate for professional staff and 71% turnover rate for CNAs. However, the report cited that these turnover and vacancy levels varied by state and location of the facility. Furthermore, the U.S. Labor Department reports that there will be a 1.0 million shortfall of professional nurses by 2010. In addition, a report by the North Carolina Medical Journal in March/April 2002, reported that between 2000 and 2010 there will be 874,000 more nursing workers needed in the senior living industry.

We attempt to limit the use of temporary help from staffing agencies to maintain a higher quality of care and to reduce costs. However, in order to supplement staffing levels, we periodically may be forced to utilize costly temporary help from staffing agencies, which results in premiums of 25% to 60%. For 2005, our temporary staffing usage was less than $50,000. In addition, we have been subject to additional costs associated with the increasing levels of reference checks and criminal background checks that we have performed on our hired staff to ensure that they are suitable for the functions they will perform within our facilities. Because labor costs represent such a substantial portion of our operating expenses, increases in wage rates could have a material adverse effect on our future operating results. A 3% increase in salaries and wages would increase operating expenses by approximately $2 million.

We operate in an industry that has an inherent risk of personal injury claims. If one or more claims are successfully made against us, our financial condition and results of operations could be materially and adversely affected.

The senior living industry has an inherent risk of liability and has experienced an increasing trend in the number and severity of personal injury claims and punitive settlements. Personal injury claims and lawsuits can result in significant legal defense costs, settlement amounts and awards. According to a report issued by AON Risk Consultants in March 2005 on long-term care operators, which primarily includes skilled nursing facilities but also includes assisted living facilities, general liability and professional liability costs were three times higher in 2004 as compared to 1996. This trend is a result of the increasing number of large judgments, including large punitive damage awards, against providers in recent years resulting in an increased awareness by plaintiff's lawyers of potentially large recoveries. The states of Florida, Arkansas and Mississippi are the states where the largest general and professional liability costs are being incurred; however, the states of Texas, Arizona, California, Georgia and Alabama are showing similar signs. The AON Risk Consultants report the average cost of a claim in Florida in 2004 was approximately three times higher than most of the rest of the United States. In addition, Florida healthcare providers experienced approximately three times the number of claims that were experienced by providers in most other states. In some states, state law may prohibit or limit insurance coverage for the risk of punitive damages arising from professional liability and general liability or litigation. As a result, we may be liable for punitive damage awards in these states that either are not covered or are in excess of our insurance policy limits. Our expense related to such claims in 2005 was approximately $750,000 but this may not be indicative of future or unasserted claims.

We insure against general and professional liability risks with affiliated and unaffiliated insurance companies with levels of coverage and self-insured retention levels that we believe are adequate based on the nature and risk of our business, historical experience and industry standards. We are responsible for the costs of claims up to a self-insured limit determined by individual policies and subject to aggregate limits. We accrue based upon an actuarial projection of future self-insured liabilities, and have an independent actuary review our claims experience and attest to the adequacy of our accrual on an annual basis. As of December 31, 2005, we had provided for $1.3 million in accruals for known or potential general and professional liability claims. We may need to increase our accruals as a result of future actuarial reviews and claims that may develop. Claims in excess of our insurance may, however, be asserted and claims against us may not be covered by our insurance policies. If a lawsuit or claim arises that ultimately results in an uninsured loss or a loss in excess of insured limits, our financial condition and results of operation could be materially and adversely affected. Furthermore, claims against us, regardless of their merit or eventual outcome, could have a negative affect on our reputation and our ability to attract residents and our management could be required to devote time to matters unrelated to the day-to-day operation of our business.

We self-insure a portion of our workers compensation, health and dental and certain other risks.

We primarily insure against workers compensation risks with third-party insurers with levels of coverage and self-insured retention levels that we believe are adequate based upon the nature and risk of the business, historical experience and industry standards. We are therefore responsible for the costs of claims up to the self-insured limits determined by the policy. Our workers compensation self insurance program expense was $3.7 million in 2005.

In addition, for the majority of our employees, we self-insure our health and dental coverage. Our costs related to our self-insurance are a direct result of claims incurred, some of which are not within our control and, although we employ risk management personnel to maintain safe workplaces and to manage workers compensation claims, and we use a third-party provider to manage our health claims, any materially adverse claim experience could have an adverse affect on our business. Our health and dental self insurance program expense was $4.1 million in 2005.

Certain of our facilities are located in areas that may be subject to flooding or susceptible to hurricanes and tornadoes. Although we retain property and business interruption insurance, in certain locations, our facilities are not fully insured for flood damage and we may not fully recover all losses sustained in the case of flooding, hurricanes, tornadoes or other incidents. In 2005, we incurred approximately $0.5 million in property damages and business interruption losses at three locations as a result of hurricane Rita, and are seeking partial compensation for this incident. If we were to incur significant losses as a result of flooding, hurricanes, tornadoes, or other natural disasters or incidents, our financial condition and results of operations could be adversely affected.

We conduct our assisted living business in a regulated industry and our failure to comply with laws and government regulation could lead to fines and penalties.

Our assisted living facilities are generally subject to regulation and laws by federal, state and local health and social service agencies, and other regulatory bodies. Although less burdensome and punitive than the federal survey process conducted for nursing facilities, we are heavily regulated by state-specific regulations. The regulatory requirements for assisted living facility licensure and participation in Medicaid generally prescribe standards relating to the provision of services, resident rights, qualification and level of staffing, employee training, administration and supervision of medication needs for the residents, and the physical environment and administration. The regulatory environment surrounding the senior living industry continues to evolve and intensify in the amount and type of laws and regulations affecting it, many of which vary from state to state.

In several of the states in which we operate or may operate, we are prohibited from providing certain higher levels of senior care services without first obtaining the appropriate licenses. Furthermore, federal, state and local officials are increasingly focusing their efforts on enforcement of these laws, particularly with respect to large for-profit, multi-facility providers like us. These requirements, and the increased enforcement thereof, could affect our ability to expand into new markets, to expand our services and facilities in existing markets and, if any of our presently licensed facilities were to operate outside of its licensing authority, may subject us to penalties including closure of the facility. Future regulatory developments as well as mandatory increases in the scope and severity of deficiencies determined by survey or inspection officials could cause our operations to suffer. If regulatory requirements increase, whether through enactment of new laws or regulations or changes in the enforcement of existing rules, our earnings and operations could be adversely affected.

Assisted living facilities are subject to periodic unannounced surveys by state and other local government agencies to assess and assure compliance with the respective regulatory requirements. Surveys can also occur following a state's receipt of a complaint regarding a facility. If our assisted living facilities were cited for alleged deficiencies by the respective state or other agencies, we would be required to implement a plan of correction within a prescribed timeframe. Upon notification or receipt of a deficiency report, our regional and corporate teams assist the assisted living facility to develop, implement and submit an appropriate corrective action plan. Most state citations and deficiencies are resolved through the submission of a plan of correction which is reviewed and approved by the state agency. In some instances, the survey team will conduct a re-visit to validate substantial compliance with the state rules and regulations.

If we do not comply with applicable laws and regulations, then we could be subject to liabilities, including criminal and civil penalties and exclusion of one or more of our facilities from participation in Medicaid and state healthcare programs. If one of our facilities were to lose its certification under the Medicaid program, it would have to cease future admissions and displace residents funded by the programs from the facility. In order to become re-certified, a facility must rectify all identified deficiencies and, over a specified period of time, pass a survey conducted by representatives of the respective program through demonstrated care and operations for residents in the facility. Until the appropriate agency has verified through the "reasonable assurance" process that the facility can achieve and maintain substantial compliance with all applicable participation requirements, the facility will not be admitted back into Medicaid programs. Re-certification requires considerable staff resources. Like other assisted living facilities, we have received notices of deficiencies from time to time in the ordinary course of business. However, none of the facilities in our portfolio have been de-certified since they were acquired by Extendicare or, to our knowledge, prior to such time.

Compliance with the Americans with Disabilities Act, Fair Housing Act and fire, safety and other regulations may require us to make unanticipated expenditures which could increase our costs and therefore adversely affect our earnings and financial condition.

All of our facilities are required to comply with the Americans with Disabilities Act, or ADA. The ADA has separate compliance requirements for "public accommodations" and "commercial properties," but generally requires that buildings be made accessible to people with disabilities. Compliance with ADA requirements could require removal of access barriers and non-compliance could result in imposition of government fines or an award of damages to private litigants.

We must also comply with the Fair Housing Act, which prohibits us from discriminating against individuals on certain bases in any of our practices if it would cause such individuals to face barriers in gaining residency in any of our facilities. Additionally, the Fair Housing Act and other state laws require that we advertise our services in such a way that we promote diversity. We may be required, among other things, to change our marketing techniques to comply with these requirements.

In addition, we are required to operate our facilities in compliance with applicable fire and safety regulations, building codes and other land use regulations and food licensing or certification requirements as they may be adopted by governmental agencies and bodies from time to time. Like other healthcare facilities, senior living facilities are subject to periodic survey or inspection by governmental authorities to assess and assure compliance with regulatory requirements. Surveys occur on a regular (often annual or biannual) schedule, and special surveys may result from a specific complaint filed by a resident, a family member or one of our competitors. We may be required to make substantial capital expenditures to comply with those requirements.

We face periodic reviews, audits and investigations under our contracts with federal and state government agencies, and these audits could have adverse findings that may negatively impact our business.

As a result of our participation in the Medicaid programs, we are subject to various governmental reviews, audits and investigations to verify our compliance with these programs and applicable laws and regulations. Private pay sources also reserve the right to conduct audits. An adverse review, audit or investigation could result in:

- refunding amounts we have been paid pursuant to the Medicaid programs or from private payors;
- state or federal agencies imposing fines, penalties and other sanctions on us;
- loss of our right to participate in the Medicaid programs or one or more private payor networks; or
- damages to our reputation in various markets.

Both federal and state government agencies have heightened and coordinated civil and criminal enforcement efforts as part of numerous ongoing investigations of healthcare companies. The focus of these investigations includes:

- cost reporting and billing practices;
- quality of care;
- financial relationships with referral sources; and
- medical necessity of services provided.

We also are subject to potential lawsuits under a federal whistleblower statute designed to combat fraud and abuse in the healthcare industry. These lawsuits can involve significant monetary and award bounties to private plaintiffs who successfully bring these suits.

Failure to comply with environmental laws, including laws regarding the management of infectious medical waste, could materially and adversely affect our financial condition and results of operations.

Our operations are subject to regulation under various federal, state and local environmental laws, including those relating to:

- the handling, storage, transportation, treatment and disposal of medical waste products generated at our facilities;
- identification and warning of the presence of asbestos-containing materials in buildings, as well as removal of such materials;

- the presence of other substances in the indoor environment; and
- protection of the environment and natural resources in connection with development or construction of our properties.

Some of our facilities generate infectious or other hazardous medical waste due to the illness or physical condition of the residents. Each of our facilities has an agreement with a waste management company for the proper disposal of all infectious medical waste, but the use of such waste management companies does not immunize us from alleged violations of such laws, nor does it immunize us from third-party claims for the cost to cleanup disposal sites at which such wastes have been disposed.

Federal regulations require building owners and those exercising control over a building's management to identify and warn their employees and certain other employers operating in the building of potential hazards posed by workplace exposure to installed asbestos-containing materials and potential asbestos-containing materials in their buildings. Significant fines can be assessed for violation of these regulations. Building owners and those exercising control over a building's management may be subject to an increased risk of personal injury lawsuits. Federal, state and local laws and regulations also govern the removal, encapsulation, disturbance, handling and disposal of asbestos-containing materials and potential asbestos-containing materials when such materials are in poor condition or in the event of construction, remodeling, renovation or demolition of a building. These laws may impose liability for improper handling or a release to the environment of asbestos-containing materials and potential asbestos-containing materials and may provide for fines to, and for third parties to seek recovery from, owners or operators of real properties for personal injury or improper work exposure associated with asbestos-containing materials and potential asbestos-containing materials.

The presence of mold, lead based paint, contaminants in drinking water, radon or other substances at any of the facilities we own or may acquire may lead to the incurrence of costs for remediation, mitigation or the implementation of an operations and maintenance plan and may result in third-party litigation for personal injury or property damage. Furthermore, in some circumstances, areas affected by mold may be unusable for periods of time for repairs, and even after successful remediation, the known prior presence of extensive mold could adversely affect the ability of a facility to retain or attract residents and could adversely affect a facility's market value.

If we fail to comply with environmental laws, we would face increased expenditures both in terms of fines and remediation of the underlying problems, potential litigation relating to exposure to these materials, and potential decrease in value to our business.

Changes in the environmental regulatory framework also could have a material adverse effect on our business. In addition, because environmental laws vary from state to state, expansion of our operations to states where we do not currently operate may subject us to additional restrictions on the manner in which we operate our facilities.

Failure to comply with laws governing the transmission and privacy of health information could materially and adversely affect our financial condition and results of operations.

We are subject to state laws to protect the confidentiality of our resident's health information. In addition, we are subject to the Health Insurance Portability and Accountability Act of 1996, or HIPAA, in 70 of our facilities in five states where we electronically invoice the state's Medicaid program. HIPAA requires us to comply with standards relating to the privacy of protected health information, the exchange of health information within our company and with third parties and to protect the confidentiality and security of protected electronic health information. Our ability to comply with the transaction and security standards of HIPAA is, in part, dependent upon third parties, such as the state that provides us the software to electronically invoice and other fiscal intermediaries and state program payors. If we do not comply with the HIPAA standards or state laws, we could be subject to civil sanctions, which could materially and adversely affect our financial condition and results of operations.

State efforts to regulate the construction or expansion of healthcare providers could impair our ability to expand through construction and redevelopment.

Most of the states in which we currently operate have adopted laws to regulate the expansion of nursing facilities, although currently the restrictions on assisted living facilities are significantly less. Certificate of need laws applicable to skilled nursing facilities generally require that a state agency approve certain acquisitions or physical plant changes and determine that a need exists prior to the addition of beds or services, the implementation of the physical plant changes or the incurrence of capital expenditures exceeding a prescribed amount. Some states also prohibit, restrict or delay the issuance of certificates of need.

Several states have established similar certificate of need processes to regulate the expansion of assisted living facilities. If states implement certificate of need or other similar requirements for assisted living facilities, our failure or inability to obtain the necessary approvals, changes in the standards applicable to such approvals and possible delays and expenses associated with obtaining such approvals could adversely affect our ability to expand and, accordingly, to increase our revenues and earnings.

We may make acquisitions that could subject us to a number of operating risks.

Our future growth depends in part on our selective acquisition of additional assisted living facilities and the expansion of existing facilities. We may be unable to identify suitable targets for acquisition or expansion or make acquisitions or expansions at favorable prices or on favorable terms. If we identify a suitable acquisition candidate, our ability to successfully implement the acquisition would depend on a variety of factors, including our ability to obtain financing on acceptable terms and requisite government approvals.

Furthermore, acquisitions involve risks, including those associated with:

- integrating the operations, financial reporting, technologies and personnel of acquired facilities;
- managing geographically dispersed operations;
- the diversion of management's attention from other business concerns;
- the inherent risks in entering markets in which we have either limited or no direct experience; and
- the potential loss of key employees of acquired facilities.

We may not be able to successfully integrate any facilities that we acquire in the future and may not be able to achieve anticipated revenue and cost benefits. Acquisitions and expansions may be expensive, time consuming and may strain our resources. Acquisitions and expansions may not be accretive to our earnings and may negatively impact our results of operations as a result of, among other things, the incurrence of debt, one-time write-offs of goodwill and amortization expenses of other intangible assets. In addition, future acquisitions that we may pursue could result in dilutive issuances of equity securities.

Competition for the acquisition of strategic assets from buyers with lower costs of capital than us or that have lower return expectations than we do could limit our ability to compete for strategic acquisitions and therefore to grow our business effectively.

Several real estate investment trusts, or REITs, have similar asset acquisition objectives as we do, as well as greater financial resources and lower costs of capital than we are able to obtain. This may increase competition for acquisitions that would be suitable to us, making it more difficult for us to compete and successfully implement our growth strategy. There is significant competition among potential acquirers in the senior living industry, including REITs, and we may not be able to successfully implement our growth strategy or complete acquisitions as a result of competition from REITs, which could limit our ability to grow our business effectively.

Certain members of our senior management team are new to their current positions, and they may not be able to operate our business effectively.

In connection with our separation from Extendicare, Laurie A. Bebo, who previously served as our President and Chief Operations Officer, will be appointed our new President and Chief Executive Officer. Our success depends, in part, upon the contributions of our senior management and key employees. Therefore, losing the services of one or more members of our senior management or our key employees could adversely affect our operations. If our management team is not able to develop and implement an effective business strategy to optimize and grow our current business, our operations and results of operations could be adversely affected.

Costs associated with capital improvements could adversely affect our profitability.

Growth or maintenance of our existing revenues depends in part on consistent investment in our assisted living facilities, and we expect to continue to make substantial capital improvements in our assisted living facilities. Numerous factors, many of which are beyond our control, may influence the ultimate costs and timing of various capital improvements, including:

- availability of financing on favorable terms;
- increases in the cost of construction materials and labor;
- additional land acquisition costs;
- litigation, accidents or natural disasters affecting construction;
- national or regional economic changes;
- environmental or hazardous conditions; and
- undetected soil or land conditions.

The amount of capital expenditures can vary significantly from year to year. In addition, actual costs could vary materially from our estimates if the factors listed above and our assumptions about the quality of materials or workmanship required or the cost of financing such construction were to change. Construction also is subject to governmental permitting processes which, if changed, could materially affect the ultimate cost. We generally plan to spend $750 to $1,000 per unit on capital improvements each year.

Risk Relating to Our Indebtedness and Lease Arrangements

Our new credit facilities and existing mortgage loans contain covenants that restrict our operations and any default under such facilities or loans could result in the acceleration of indebtedness or cross-defaults, any of which would negatively impact our liquidity and inhibit our ability to grow our business and increase revenues.

Immediately after our separation from Extendicare, we expect to have approximately $92.6 million of outstanding indebtedness bearing interest at a weighted average rate of 6.3%. Over the next five years, based upon our current debt, we expect our annual debt service requirements to be approximately $8.8 million in 2006, $8.8 million in 2007, $31.6 million in 2008, $23.8 million in 2009 and $23.1 million in 2010. We plan to arrange a new line of credit that may restrict our overall leverage, require compliance with financial operating ratios such as EBITDA and EBITDAR to debt service, and contain cross-default provisions. These restrictions may interfere with our ability to obtain financing or to engage in other business activities, which may inhibit our ability to grow our business and increase revenues. If we fail to comply with any of these requirements, then the related indebtedness could become immediately due and payable. We may not be able to pay this debt if it became due, which could result in a default on our indebtedness.

Furthermore, in some cases, indebtedness is secured by both a mortgage on a facility (or facilities) and a guaranty by us. In the event of a default under one of these scenarios, the lender could avoid judicial procedures required to foreclose on real property by declaring all amounts outstanding under the guaranty immediately due and payable, and requiring us to fulfill our obligations to make such payments. The realization of any of these scenarios would have an adverse effect on our financial condition and capital structure. Additionally, a foreclosure on any of our properties could cause us to recognize taxable income, even if we did not receive any cash proceeds in connection with such foreclosure. For tax purposes, a foreclosure of any of our properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds, which could negatively impact our earnings. Further, because our mortgages and leases generally contain cross-default and cross-collateralization provisions, a default by us related to one facility could affect a significant number of facilities and their corresponding financing arrangements and leases.

If we do not comply with the requirements prescribed within our leases or debt agreements pertaining to Revenue Bonds, we would be subject to financial penalties.

In connection with the construction or lease of some of our facilities, we or our landlord issued federal income tax exempt revenue bonds guaranteed by the states in which they were issued. Under the terms of the debt agreements relating to these bonds, we are required, among other things, to lease at least 20% of the units of the projects to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. This condition is required in order to preserve the federal income tax exempt status of the bonds during the term they are held by the bondholders. There are additional requirements as to the age and physical condition of the residents with which we must also comply. Non-compliance with these restrictions may result in an event of default and cause fines and other financial costs to us. For revenue bonds issued pursuant to our lease agreements, an event of default would result in a default of the terms of the lease. Any default under a revenue bond could adversely affect our financial condition and results of operations.

If we do not comply with terms of the leases related to certain of our assisted living facilities, or if we fail to maintain the facilities, we could be faced with financial penalties and/or the termination of the lease related to the facility.

Exclusive of the 15 assisted living facilities that we lease on an interim basis from EHSI, we currently lease 55 assisted living facilities from several landlords, and we have annual operating lease commitments that range from approximately $13.2 million to $13.6 million between 2006 and 2010. Certain of our leases require us to maintain a standard of property appearance and maintenance, operating performance and insurance requirements. Certain of the leases require us to provide the landlord with our financial records and grant the landlord the right to inspect the facilities. Failure to meet the conditions of any particular lease could result in a default under such lease, which could lead to the loss of the right to operate on the premises, and financial and other costs.

Our indebtedness and long-term leases could adversely affect our liquidity and our ability to operate our business and our ability to execute our growth strategy.

Immediately after our separation from Extendicare, we expect to have approximately $92.6 million of outstanding indebtedness bearing interest at a weighted-average rate of 6.3%. Over the next five years, based upon our current debt, we expect our annual debt service requirements to be approximately $8.8 million in 2006, $8.8 million in 2007, $31.6 million in 2008, $23.8 million in 2009 and $23.1 million in 2010. Based upon our current lease arrangements, we expect our annual operating lease commitments to range from approximately $13.2 million to $13.6 million between 2006 and 2010. Our level of indebtedness and our long-term leases could adversely affect our future operations or impact our stockholders for several reasons, including, without limitation:

- we may have little or no cash flow apart from cash flow that is dedicated to the payment of any interest, principal or amortization required with respect to outstanding indebtedness and lease payments with respect to our long-term leases;
- increases in our outstanding indebtedness, leverage and long-term leases will increase our vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure;
- increases in our outstanding indebtedness may limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions, general corporate and other purposes; and
- our ability to satisfy our obligations with respect to holders of our capital stock may be limited.

Our ability to make payments of principal and interest on our indebtedness and to make lease payments on our leases depends upon our future performance, which will be subject to general economic conditions, industry cycles and financial, business and other factors affecting our operations, many of which are beyond our control. Our business might not continue to generate cash flow at or above current levels. If we are unable to generate sufficient cash flow from operations in the future to service our debt or to make lease payments on our leases, we may be required, among other things, to seek additional financing in the debt or equity markets, refinance or restructure all or a portion of our indebtedness, sell selected assets, reduce or delay planned capital expenditures or delay or abandon desirable acquisitions. Such measures might not be sufficient to enable us to service our debt or to make lease payments on our leases. The failure to make required payments on our debt or leases or the delay or abandonment of our planned growth strategy could result in an adverse effect on our future ability to generate revenues and sustain profitability. In addition, any such financing, refinancing or sale of assets might not be available on economically favorable terms to us.

Increases in market interest rates could significantly increase the costs of our unhedged debt and lease obligations, which could adversely affect our liquidity and earnings.

Prior to our separation from Extendicare, we plan to arrange a line of credit that will be subject to variable interest rates. Any unhedged floating-rate debt incurred in the future, exposes us to interest rate risk. Therefore, increases in prevailing interest rates could increase our payment obligations which would negatively impact our liquidity and earnings.

Risk Relating to Our Relationship with Extendicare

Conflicts of interest may arise between us and Extendicare that could be resolved in a manner unfavorable to us.

Questions relating to conflicts of interest may arise between us and Extendicare in a number of areas relating to our past and ongoing relationships. Areas in which conflicts of interest between us and Extendicare could arise include, but are not limited to, the following:

- identification and segregation of corporate records and documents; and
- segregation, coordination and transfer of work assignments within certain corporate functions that conducted duties for both the assisted living and other Extendicare operations.

Stock ownership of our directors. Ownership interests of our directors in Extendicare could create, or appear to create, conflicts of interest when directors are faced with decisions that could have different implications for us and Extendicare. None of our directors will own (or be associated with) more than % of the outstanding Extendicare REIT units, other than Mr. Hennigar, who is a member of the Jodrey family. In addition, one of our director nominees, Mr. Rhinelander, the current chief executive officer of Extendicare Inc., will serve as both a director of us and a trustee of Extendicare REIT following the separation. For example, these decisions could relate to:

- the nature, quality and cost of transitional services rendered to us by Extendicare;
- competition for potential acquisition or other business opportunities; or
- employee retention or recruiting.

Our intercompany agreements were negotiated when we were a subsidiary of Extendicare. Prior to our separation from Extendicare, we will enter into a number of agreements pursuant to which Extendicare will provide to us certain services, including payroll and benefits processing for all of our employees, hosting services for certain of our software applications and purchasing services, for which we will reimburse Extendicare at the rates set forth in those agreements, which are intended to reflect market rates. We will also enter into a separation agreement with Extendicare, which will cover other matters such as the allocation of responsibility for certain liabilities pre-existing our separation from Extendicare. In addition, we will enter into a tax allocation agreement that covers the allocation of taxes related to the exchange and other matters. The terms of these agreements were established while we were a wholly owned subsidiary of Extendicare and, therefore, may not reflect arms' length negotiations. In addition, conflicts could arise in the interpretation or any extension or renegotiation of the foregoing agreements after the separation.

Intercompany transactions. From time to time, Extendicare or its affiliates may enter into transactions with us or our subsidiaries or other affiliates. Although the terms of any such transactions will be established based upon negotiations between employees of the transacting entities and, when appropriate, subject to the approval of the independent directors on our Board or a committee of disinterested directors, the terms of any such transactions may not be as favorable to us or our subsidiaries or affiliates as would be the case where the parties were completely at arms' length.

If Extendicare engages in the same type of business we conduct or takes advantage of business opportunities that might be attractive to us, our ability to successfully operate and expand our business may be hampered.

Extendicare will not be prohibited from entering the assisted living business in the United States pursuant to any of the agreements between us and Extendicare, nor will there exist any corporate mechanism to address potential business opportunities between Extendicare and us. If Extendicare were to enter the assisted living business in the United States, it could use the knowledge that it has gained through its ownership of us to its advantage, which could negatively affect our ability to compete.

Risks Related to Our Class A Common Stock and the Exchange

There is no existing market for our Class A common stock and a trading market that will provide you with adequate liquidity may not develop for the Class A common stock, and you could lose all or part of your investment.

Prior to the Exchange, there has been no public market for our Class A common stock. However, we intend to have ALC's Class A common stock listed on the New York Stock Exchange under the symbol "ALC." We anticipate that trading will commence on a when-issued basis on or shortly before the Exchange date, which will occur on the same day as the completion of the Plan of Arrangement. On the first trading day following the Exchange date, when-issued trading in respect of the Class A common stock will end and regular way trading will begin. We cannot predict the extent to which investor interest will lead to the development of an active and liquid trading market in our Class A common stock on the NYSE or otherwise. If an active trading market does not develop, you may have difficulty selling any of your shares of Class A common stock or receiving a price when you sell your shares of Class A common stock that will be favorable.

We cannot predict the prices at which our Class A common stock may trade after the separation.

The market price of our Class A common stock may decline below the initial price on the Exchange date. The market price of our Class A common stock may fluctuate significantly due to a number of factors, some of which may be beyond our control, including:

- our business profile and market capitalization may not fit the investment objectives of Extendicare's shareholders, causing them to sell our shares after the separation;
- our quarterly or annual earnings, or those of other companies in our industry;
- actual or anticipated fluctuations in our operating results;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the failure of securities analysts to cover our Class A common stock after the Exchange or changes in financial estimates by analysts;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- overall market fluctuations; and
- general economic conditions.

In particular, the realization of any of the risks described in these "Risk Factors" could have a significant and adverse impact on the market price of our Class A common stock. In addition, the stock market in general has experienced extreme price and volume volatility that has often been unrelated to the operating performance of particular companies. This volatility has had a significant impact on the market price of securities issued by many companies, including companies in our industry. The changes frequently appear to occur without regard to the operating performance of these companies. The price of our Class A common stock could fluctuate based upon factors that have little or nothing to do with our company, and these fluctuations could materially reduce our stock price.

Substantial sales of our Class A common stock following the Exchange may have an adverse impact on the trading price of our Class A common stock.

Extendicare expects that under the United States federal securities laws and Canadian provincial securities laws, all of our shares of Class A common stock may be resold immediately in the public market, except for any shares held by our affiliates or control persons.

Some of the holders of Extendicare Subordinate Voting Shares who receive our shares of Class A common stock may decide that their investment objectives do not include ownership of shares in a U.S. assisted living facility company, and may sell their shares of Class A common stock following the Exchange. In addition, holders of our Class B common stock may convert those shares into shares of our Class A common stock, on the basis of 1.075 shares of Class A common stock for each share of Class B common stock, which would increase the number of shares of Class A common stock available to be sold on the open market. We cannot predict whether shareholders will resell large numbers of our shares of Class A common stock in the public market following the Exchange or how quickly they may resell these shares. If our shareholders sell large numbers of our shares of Class A common stock over a short period of time, or if investors anticipate large sales of our shares of Class A common stock over a short period of time, this could adversely affect the trading price of our shares of Class A common stock.

Our corporate governance documents may delay or prevent an acquisition of us that stockholders may consider favorable, which could decrease the value of your shares.

Our amended and restated articles of incorporation and bylaws include a number of provisions that may deter or impede hostile takeovers or changes of control or management. These provisions include the following:

- the authority of our Board of Directors to issue shares of preferred stock and to determine the price, rights, preferences, and privileges of these shares, without stockholder approval;
- all stockholder actions must be effected at a duly called meeting of stockholders or by the unanimous written consent of stockholders, unless such action or proposal is first approved by our Board of Directors;
- special meetings of the stockholders may be called only by our Board of Directors;
- stockholders are required to give advance notice of business to be proposed at a meeting of stockholders; and
- cumulative voting is not allowed in the election of our directors.

These provisions of our amended and restated articles of incorporation and bylaws could prohibit or delay mergers or other takeover or change of control of our company and may discourage attempts by other companies to acquire us, even if such a transaction would be beneficial to our stockholders. See "Description of our Capital Stock" for a more detailed description of the rights and privileges of our common stock.

A significant stockholder will control the direction of our business. The concentrated ownership of our common stock after the Exchange will make it difficult for holders of our Class A common stock to influence significant corporate decisions.

Based on information known to Extendicare regarding the ownership of its Subordinate and Multiple Voting Shares through May 31, 2006, following the completion of the Exchange, Scotia Investments Limited, which is owned directly or indirectly by members of the Jodrey family, will own approximately 64.5% of the outstanding shares of our Class B common stock (which represents approximately 43.3% of the total voting power of our common stock). Accordingly, Scotia Investments Limited generally will have the ability to strongly influence or effectively control all matters requiring stockholder approval, including the nomination and election of directors, the determination, without the consent of our other stockholders, of the outcome of any corporate transaction or other matter submitted to our stockholders for approval, including potential mergers or acquisitions, asset sales and other significant corporate transactions. Our chairman nominee, Mr. Hennigar, is a member of the Jodrey family. In addition, the disproportionate voting rights of the Class B common stock relative to the Class A common stock may make us a less attractive takeover target. See "Security Ownership of Certain Beneficial Owners and Management" for a description of certain of our expected shareholders.

We are required to comply with Section 404 of the Sarbanes Oxley Act of 2002, or SOX, which involves an in-depth evaluation of our internal controls and compliance with the reporting requirements mandated for non-accelerated filers by December 31, 2007.

To comply with Section 404, we are required to conduct a thorough assessment of the effectiveness of our internal control structure and procedures for financial reporting to ascertain whether those controls are sufficient to prevent a material misstatement of our financial statements. The requirements of SOX are extensive and will involve considerable internal resources and the use of external consultants. We have a combination of newer self-developed and legacy accounting systems requiring additional internal resources to ensure proper controls are in place. Certain of our financial systems are also reaching capacity limitations that may limit our ability to grow, and will require implementation of new systems within the next 12 to 18 months. Furthermore, following our separation from Extendicare, subsidiaries of Extendicare will provide certain transitional services to us, including services related to information technology, payroll and benefits processing and reimbursement functions, which means that we will be reliant on the adequacy of Extendicare's internal controls with respect to those functions. When we undertake responsibility to process payroll and benefits for ourselves, or host our hardware and software internally, such undertaking will require additional resources and be implemented and tested to meet proper internal controls standards. Although we are on schedule with our SOX assessment, we may uncover material internal control weaknesses that will require disclosure in our SEC filings or additional resources to rectify the deficiencies identified. The existence of one or more material weaknesses, management's conclusion that its internal controls over financial reporting are not effective, or the inability of our auditors to express an opinion or attest that our management's report is fairly stated, could result in a loss of investor confidence in our financial reports, adversely affect our stock price or subject us to sanctions or investigations by regulatory authorities.

We have not operated as a separate publicly-traded company and our historical financial information is not necessarily representative of the results we would have achieved as a separate publicly-traded company and may not be a reliable indicator of our future results.

We are being separated from Extendicare, our parent company, and we have not operated as a separate publicly-traded company under our current management and therefore an evaluation of our prospects is difficult to make. Our prospects must be considered in light of the risks, expenses and difficulties encountered by companies in the early stages of independent business operations. Furthermore, our assets and liabilities are different from the assets and liabilities that are reflected in our historical combined financial statements. Therefore, the historical combined financial information included in this Information Statement do not reflect the financial condition, results of operations or cash flows we would have achieved as a separate publicly-traded company during the periods presented or those we will achieve in the future.

We could be liable for taxes imposed on Extendicare with respect to the distribution of our common stock.

Extendicare will be subject to U.S. Federal income tax on the disposition of our common stock. The amount of tax will depend on the fair market value of our common stock, which we expect to be determined by reference to the trading price of our Class A common stock after the separation. We cannot predict the price at which our Class A common stock will trade after the separation and also cannot predict the amount of tax that will be imposed on Extendicare with respect to the disposition of our common stock. Under U.S. Federal income tax law, we will be jointly and severally liable for any taxes imposed on Extendicare for the periods during which we were a member of its consolidated group, including any taxes imposed with respect to the disposition of our common stock. Under the Tax Allocation Agreement, Extendicare has agreed to indemnify us if we are held liable for any taxes imposed in connection with the disposition of common stock. Extendicare may not have sufficient assets, however, to satisfy any such liability, and we may not successfully recover from Extendicare any amounts for which we are held liable. Our liability for any taxes imposed on Extendicare could materially reduce the price of our common stock.

THE EXCHANGE

Reasons for the Separation

The Board of Directors of Extendicare regularly reviews the various businesses it conducts to ensure that resources are deployed and activities are pursued in the best interests of its shareholders. On February 22, 2006, Extendicare announced that its Board of Directors had appointed a special committee of independent members of its Board of Directors to consider various structures and options that would provide value to shareholders, including a sale or reorganization of all or part of the Extendicare businesses. On May 31, 2006 Extendicare announced that its special committee had recommended, and the Board of Directors had authorized, the separation of ALC from Extendicare and the simultaneous conversion of Extendicare into an unincorporated open-ended real estate investment trust established under the laws of Ontario, pursuant to a plan of arrangement (the "Plan of Arrangement"). The Board of Directors of Extendicare has determined that the separation of ALC from Extendicare and the conversion of Extendicare into an unincorporated open-ended real estate investment trust is in the best interests of Extendicare and its holders of Subordinate and Multiple Voting Shares, by providing opportunities and benefits to each company, including:

- The separation will allow the independent management of each of Extendicare and us to focus its attention and its company's financial resources on its respective distinct business and challenges and to lead each independent company to adopt strategies and pursue objectives that are appropriate to its respective business. In addition, the separation will result in two organizations with strong balance sheets that should enable the growth of each company.
- As a U.S. based company listed on the NYSE, ALC will have the opportunity to attract more U.S. investors, which should lead to greater investor awareness and a more liquid market for its Class A common stock. Extendicare Shares are currently primarily traded on the Toronto Stock Exchange, and may not have attracted a significant number of U.S. investors due to its lack of visibility in the United States and foreign exchange risk associated with Canadian operations.
- Through the split of Extendicare's skilled nursing and assisted living businesses, investors should be in a better position to value the two independent companies and to better evaluate the performance of each company against their industry peers.
- ALC should have access to lower cost capital to fund acquisitions and growth.

The Plan of Arrangement, which is subject to the approval of the holders of Extendicare's Subordinate and Multiple Voting Shares and by the Ontario Superior Court of Justice (Commercial List), is described below.

Arrangement Agreement

Overview

The Arrangement Agreement will set forth the arrangement regarding the conversion of Extendicare Inc. into an unincorporated open-ended real estate investment trust established under the laws of Ontario and our separation from Extendicare. The Arrangement Agreement includes a Plan of Arrangement, which sets forth the steps to be taken by the parties to the Arrangement Agreement to complete the Exchange. Pursuant to the Arrangement Agreement, Extendicare will be obligated to apply to the Ontario Superior Court of Justice (Commercial List) for an Interim Order providing for a meeting of Extendicare's shareholders so that the holders of Extendicare Subordinate and Multiple Voting Shares may vote on whether to approve the Plan of Arrangement and any other matters set forth in the Circular. The Plan of Arrangement requires the approval of two-thirds of the vote of holders of Extendicare's Subordinate Voting Shares and Multiple Voting Shares, voting separately as a class in person or by proxy. Extendicare is soliciting such proxies pursuant to the Circular and other proxy materials that it is distributing to its holders of Subordinate and Multiple Voting Shares (and not pursuant to this Information Statement). If the approval of the Plan of Arrangement is obtained from holders of Extendicare's Subordinate and Multiple Voting Shares, and all other approvals required by the Interim Order are obtained, Extendicare will apply to the Ontario Superior Court of Justice (Commercial List) for a Final Order approving the Plan of Arrangement. Once the Final Order is obtained, and provided that all of the conditions referred to below have been satisfied or waived, Extendicare will file Articles of Arrangement, and such other documents as may be required under the Canadian Business Corporations Act (the "CBCA"), with the Director appointed under the CBCA to give effect to the Plan of Arrangement.

Plan of Arrangement

The Plan of Arrangement gives effect to the Exchange by providing for:

(1) the amendment of the articles of Extendicare to create an unlimited number of Extendicare Common Shares;

(2) the exchange of each Extendicare Subordinate Voting Share outstanding at the Effective Time (other than any such share in respect of which the registered holder has exercised dissent rights) by the holder thereof with Extendicare for (i) one Extendicare Common Share and (ii) one share of Class A common stock of ALC;

(3) the exchange of each Extendicare Multiple Voting Share outstanding at the Effective Time (other than any such share in respect of which the registered holder has exercised dissent rights) by the holder thereof with Extendicare for (i) 1.075 Extendicare Common Shares and (ii) one share of Class B common stock of ALC;

(4) the cancellation of all outstanding Extendicare Subordinate Voting Shares and Multiple Voting Shares; and

(5) the exchange of each Extendicare Common Share received pursuant to items (2) and (3) above for, ultimately, one unit of Extendicare REIT or, at the election of holders that are taxable Canadian residents, for one limited partnership unit of Extendicare Holding Partnership (which units of Extendicare Holding Partnership are exchangeable, subject to adjustment on the occurrence of certain specified events, at any time for units of Extendicare REIT on a 1:1 basis).

For purposes of this Information Statement, "taxable Canadian residents" means holders of Extendicare Common Shares that are not Excluded Shareholders. Excluded Shareholders, as more fully defined in the Circular, includes each of the following holders: (i) non-residents of Canada for purposes of the Canadian Income Tax Act, (ii) tax exempt shareholders, (iii) partnerships, (iv) holders that would acquire limited partnership units of Extendicare Holding Partnership as a tax shelter investment or (v) holders in which an interest itself is a tax shelter investment.

Shareholders that validly exercise dissent rights in connection with the transactions described above will be entitled to receive the fair value of their Extendicare Shares and will not receive any shares of ALC pursuant to the Plan of Arrangement. After the completion of the Plan of Arrangement, Extendicare will not own any shares of our capital stock, except to the extent that Extendicare shareholders validly dissent to the Plan of Arrangement, and shares of ALC common stock that would have been exchanged with them will be owned by Extendicare after the completion of the Exchange.

After the completion of the Plan of Arrangement, Extendicare Subordinate Voting Shares will be delisted from the New York Stock Exchange and the Toronto Stock Exchange, and Extendicare Multiple Voting Shares will be delisted from the Toronto Stock Exchange. Units of Extendicare REIT are expected to be listed on the Toronto Stock Exchange only.

Conditions and Termination

In addition to the requirement for shareholder approval, court approval and other conditions customary for a transaction of this nature, completion of the Plan of Arrangement will be conditional on:

- all required consents and approvals being obtained and continuing in force without conditions or undertakings deemed unsatisfactory any party to the Arrangement Agreement;
- no orders being in force enjoining consummation of the transactions;

- no law being enacted which interferes or is inconsistent with the completion of the Arrangement;
- holders of Subordinate Voting Shares and Multiple Voting shares holding more than % of the issued and outstanding shares not having validly exercised dissent rights;
- holders of Subordinate Voting Shares and Multiple Voting Shares who immediately prior to the Effective Time are non-residents of Canada and who are to receive Extendicare REIT units not owning, immediately following closing of the Arrangement, in excess of 40% of all then outstanding units;
- the Registration Statement (of which this Information Statement Forms a part) being declared effective by the SEC;
- our obtaining conditional approval to list our Class A common stock on the NYSE and Extendicare REIT obtaining conditional approval to list its units on the Toronto Stock Exchange; and
- our entering into the separation agreement and tax allocation agreement.

Each of the conditions can be waived at any time prior to the Effective Time by the applicable party in whose favor the condition exists.

By its terms, the Arrangement Agreement may be amended by the parties thereto or terminated without the approval of shareholders at any time prior to the Plan of Arrangement becoming effective pursuant to the provisions of the CBCA. In addition, the Arrangement Agreement will terminate if the transactions contemplated thereby have not occurred on or before , 2006.

Manner of Effecting the Exchange

In order to effect the Exchange, Extendicare will deposit with such Exchange Agent all of the issued and outstanding capital stock of ALC. Prior to such deposit, we will reclassify our common stock as required to effect the Exchange. The Circular will contain more detailed instructions for the surrender of Extendicare Subordinate and Multiple Voting Shares and other procedures related to the Exchange.

Dissent Rights

Registered holders of Extendicare Subordinate or Multiple Voting Shares that validly exercise dissent rights in connection with the transactions described above will be entitled to receive the fair value of their Extendicare Shares and will not receive any shares of ALC pursuant to the Plan of Arrangement. After the Plan of Arrangement is completed, each holder of Extendicare Subordinate or Multiple Voting Shares exercising his or her dissent rights will no longer have any rights as a shareholder of Extendicare with respect to his or her shares, except for the right to receive payment of the judicially-determined fair value of his or her shares pursuant to Canadian law, if the shareholder has validly perfected and not withdrawn such right.

Results of the Separation and Exchange

We are currently a wholly owned subsidiary of Extendicare. After the completion of the Plan of Arrangement, we will be a separate publicly-traded company. Immediately following the completion of the Plan of Arrangement, we expect to have approximately 56.2 million shares of our Class A common stock outstanding and approximately 11.8 million shares of our Class B common stock outstanding, based on the number of Subordinate and Multiple Voting Shares of Extendicare outstanding as of June 30, 2006 (excluding Subordinate Voting Shares of Extendicare that underlie approximately 1.6 million outstanding options). The actual number of ALC shares to be distributed in the Exchange will be determined on the completion date of the Plan of Arrangement and will reflect the exercise of any Extendicare options between the date the Arrangement Agreement is signed and its completion.

We and Extendicare will be parties to a number of agreements that will govern our separation from Extendicare and our future relationship. For a more detailed description of these agreements, see "Our Separation from and Relationship with Extendicare After the Exchange."

SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this Information Statement, including the sections entitled "Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," that are based on our management's beliefs and assumptions and on information currently available to our management. Forward-looking statements include, but are not limited to, the information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, potential growth opportunities, potential operating performance improvements, benefits resulting from our separation from Extendicare, the effects of competition and the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believe," "expect," "plan," "intend," "anticipate," "estimate," "predict," "potential," "continue," "may," "will," "should" or the negative of these terms or similar expressions.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in these forward-looking statements. The risk factors discussed in "Risk Factors" beginning on page 14 set forth many of the risks and uncertainties that may cause actual results to differ from those expressed in the forward looking statements. There may be other risks and uncertainties that could have a similar impact. Therefore, you should not put undue reliance on any forward-looking statements. We do not have any intention or obligation to update forward-looking statements after we distribute this Information Statement.

DIVIDEND POLICY

We presently do not intend to pay any dividends. Payment of future cash dividends, if any, will be at the discretion of our Board of Directors in accordance with applicable law after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, plans for expansion and contractual restrictions with respect to the payment of dividends.

CAPITALIZATION

The following table sets forth our capitalization (i) on an actual basis as of March 31, 2006 and (ii) on a pro forma basis as of March 31, 2006 as adjusted to give effect to:

- the Exchange; and
- the pro forma adjustments described in our unaudited pro forma condensed combined financial statements and the notes thereto, including the contribution to capital of debt due to Extendicare.

This table should be read in conjunction with "Selected Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Statements," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical financial statements and the notes to our historical financial statements included elsewhere in this Information Statement.

	As of March 31, 2006	
	Actual	Proforma As Adjusted
	(Unaudited) (In thousands)	
Cash and cash equivalent	$ 9,343	$ 19,729
Long-term debt	$127,934	$ 89,968
Due to shareholder and affiliates:		
Interest-bearing advances	40,718	—
Total debt	168,652	89,968
Total parent's investment	205,844	—
Total shareholders' equity(1)	—	309,503
Total capitalization	$374,496	$399,471

(1) Total shareholders' equity assumes that the number of shares of our Class A and Class B common stock outstanding is equal to the number of Extendicare Subordinate and Multiple Voting Shares outstanding as of June 30, 2006, respectively. As of June 30, 2006, the number of Extendicare shares outstanding were as follows:

	Number of Shares Outstanding
Subordinate Voting Shares(*)	56,177,520
Multiple Voting Shares	11,778,433

(*) Excludes 1,643,875 outstanding options to purchase Extendicare Subordinate Voting Shares as of June 30, 2006.

SELECTED COMBINED FINANCIAL DATA

The historical selected combined financial and other data have been prepared to include all of Extendicare's assisted living business in the United States and are a combination of (i) assisted living facilities operated by EHSI prior to and after its acquisition of Historic ALC, which ranged from 36 facilities as of January 1, 2003 to 29 facilities as of March 31, 2006, (ii) 177 assisted living facilities operated by ALC since Extendicare completed the acquisition of Historic ALC on January 31, 2005 and (iii) two assisted living facilities that were constructed by EHSI during 2005 but were opened and operated by ALC. The historical selected combined financial and other operating data do not contain data related to certain assets that will be transferred to us in connection with our separation from Extendicare. In addition, the historical selected combined financial statements and other operating data include certain assets and operations that will not be transferred to us in connection with our separation from Extendicare. Please see our unaudited pro forma condensed combined financial statements and the notes thereto for a more detailed description of these transactions.

The historical selected combined financial data should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical audited and interim unaudited financial statements and the accompanying notes thereto included elsewhere in this Information Statement. The combined statements of operations data for each of the three years in the three year period ended December 31, 2005, and the combined balance sheet data as of December 31, 2004 and 2005, are derived from the audited combined financial statements of ALC included elsewhere in this Information Statement, and should be read in conjunction with those combined financial statements and the accompanying notes. The combined statement of operations data set forth below for the three months ended March 31, 2005 and 2006, and the consolidated balance sheet data as of March 31, 2006, are derived from the unaudited combined financial statements of ALC included elsewhere in this Information Statement. The combined statements of operations for each of the two years in the period ended December 31, 2002, and the combined balance sheet data as of December 31, 2001, 2002 and 2003 and March 31, 2005 are derived from the unaudited combined financial statements of ALC, which are not included in this Information Statement. In management's opinion, these unaudited combined financial statements have been prepared on substantially the same basis as the audited financial statements and include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the financial data for the periods presented. The results of operations for the interim period are not necessarily indicative of the operating results for the entire year or any future period.

The financial information presented below may not reflect what our results of operations, financial position and cash flows would have been had we operated as a separate, stand-alone entity during the periods presented or what our results of operations, financial position and cash flows will be in the future.

	Three Months Ended March 31,		Year Ended December 31,				
	2006	2005	2005	2004	2003	2002	2001
	(Unaudited)						
	(Thousands of dollars, except operating data)						
Income Statement Data:							
Revenues	$56,776	$37,665	$204,949	$33,076	$31,177	$28,596	$26,813
Costs and expenses:							
Operating	37,214	25,605	138,126	23,837	22,163	21,400	19,312
General and administrative	3,454	2,226	6,789	506	503	503	607
Lease costs	3,488	2,348	12,852	66	73	76	88
Depreciation and amortization	4,123	2,390	14,750	3,281	3,032	2,995	3,387
Interest expense, net	2,830	2,452	11,603	1,738	2,698	2,514	3,846
Loss on early retirement of debt	—	—	—	647	—	—	—
	51,109	35,021	184,120	30,075	28,469	27,488	27,240
Income (loss) from continuing operations before income taxes	5,667	2,644	20,829	3,001	2,708	1,108	(427)
Net income (loss)	$ 2,310	$ 1,526	$ 12,342	$ 1,635	$ 1,067	$ 430	$ (100)
Operating Data (Note 1):							
Number of facilities at end of period:							
Owned (Note 2)	153	152	155	31	33	35	35
Capital leases	5	5	5	—	—	—	—
Operating leases	50	51	51	1	1	1	1
Total owned and leased	208	208	211	32	34	36	36

	Three Months Ended March 31,		Year Ended December 31,				
	2006	2005	2005	2004	2003	2002	2001
	(Thousands of dollars unless otherwise noted)						
Available units at end of period	8,538	8,263	8,505	1,424	1,338	1,340	1,340
Average resident census (units occupied)	7,164	5,258	6,817	1,193	1,184	1,137	1,109
Average occupancy rate	84.3%	88.9%	87.9%	85.3%	88.4%	84.8%	82.5%
Percent of payor source of total revenue:							
Private pay	78.7%	78.9%	78.2%	92.7%	94.1%	94.0%	94.6%
Medicaid	21.3%	21.1%	21.8%	7.3%	5.9%	6.0%	5.4%
Balance Sheet Data (end of period):							
Cash and cash equivalents	$ 9,343	$ 4,604	$ 6,439	$ 119	$ 225	$ 863	$ 3,144
Property and equipment	373,563	380,909	378,362	73,390	66,070	66,027	67,880
Total assets	420,109	411,085	420,697	84,622	77,574	78,127	81,996
Total debt	130,906	212,842	131,526	—	—	—	—
Parent's investment	205,844	164,673	203,443	79,372	71,392	67,230	76,847

Notes:

(1) All of the operating data, except for the number of facilities at the end of the period, are for continuing operations only. Please see "Management Discussion and Analysis of Financial Condition and Results of Operations" for a description of continuing operations.

(2) Owned facilities includes 15 facilities that EHSI has agreed to sell to ALC and ALC agreed to purchase, subject only to the receipt of approval from local planning commission to the subdivision of the underlying property. We have leased these facilities from EHSI in the interim.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma condensed combined statements of income of ALC for the year ended December 31, 2005 and the three months ended March 31, 2006 assume the separation from Extendicare was effective as of January 1, 2005. The following unaudited pro forma condensed combined balance sheets of ALC as of March 31, 2006 assume the separation from Extendicare was effective as of such date. The pro forma adjustments are based on available information and upon assumptions that our management believes are reasonable in order to reflect, on a pro forma basis, the impact of the acquisition of Historic ALC and the separation transactions on the historical financial information of ALC. The adjustments are described in the notes to the unaudited pro forma condensed combined statements of income and the unaudited pro forma condensed combined balance sheets, and principally include the results of our separation from Extendicare (which are described in more detail in "Management's Discussion and Analysis of Financial Condition and Results of Operations"). The significant adjustments made to the historical combined financial statements are:

- the acquisition of Historic ALC by EHSI;
- adjustments to remove data related to assets and liabilities that will not be transferred to us in connection with our separation from Extendicare, including (i) three assisted living facilities (168 units) that were closed in the three months ended March 31, 2006 and (ii) two free-standing assisted living facilities (141 units) and another 129 assisted living units that are contained in skilled nursing facilities that will be retained by EHSI;
- the following capital contributions made by Extendicare or EHSI and related items:
  - a capital contribution in the amount of approximately $40.7 million by EHSI as settlement of the outstanding debt owed by ALC to EHSI and an additional $10.3 million cash contribution by EHSI;
  - a capital contribution in the amount of $10.0 million to our captive insurance subsidiary;
  - a capital contribution in the amount of approximately $4.2 million related to share investments in unrelated companies that are classified as short term investments, and an additional $0.2 million of share investments that are classified as long-term investments; and
  - a capital contribution in the amount of approximately $5.0 million to fund the purchase of an office building in Milwaukee, Wisconsin that will become our headquarters in 2007; and
- the new employment contracts for corporate officers and the provision of certain contractual transitional services from Extendicare to us following the separation.

The unaudited pro forma combined financial statements reported below should be read in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations," the combined financial statements and the corresponding notes, and the unaudited interim combined financial statements and the corresponding notes included elsewhere in this information statement.

The pro forma combined financial information is included for informational purposes only and does not purport to reflect the results of operations or financial position of ALC that would have occurred had it operated as a separate, independent company during the periods presented. Actual results might have differed from pro forma results if ALC had operated independently. The pro forma combined financial information should not be relied upon as being indicative of ALC's results of operations or financial condition had the transactions contemplated in connection with the acquisition of Historic ALC or the separation been completed on the dates assumed. The pro forma combined financial information also does not project the results of operations or financial position for any future period or date.

The pro forma combined financial statements do not reflect the additional costs of being a publicly listed company. Annual listing fees, audit fees, shareholder relations, board and other costs associated with being a publicly listed company are estimated at $1.0 million. In addition, there are other incremental general and administrative costs associated with the separation that cannot be defined and have not been reflected in the pro forma combined financial statements.

Assisted Living Concepts, Inc.

Pro Forma Condensed Combined Statement of Income
Year Ended December 31, 2005

	Assisted Living Concepts, Inc.	Pro Forma Adjustments	Notes	Assisted Living Concepts, Inc. (Pro Forma, As Adjusted)
	(Unaudited) (Dollars in thousands)			
REVENUES	$204,949	$15,102	(A)	$214,344
		(5,707)	(B)	
COSTS AND EXPENSES:				
Operating	138,126	11,078	(A)	144,633
		(4,571)	(B)	
General and administrative	6,789	1,163	(A)	9,247
		1,295	(I)	
Lease costs	12,852	1,365	(A)	14,214
		(3)	(B)	
Depreciation and amortization	14,750	945	(A)	14,927
		(768)	(B)	
Interest expense, net	11,603	820	(A)	8,143
		(90)	(B)	
		(1,213)	(C)	
		(911)	(F)	
		(2,066)	(K)	
	184,120	7,044		191,164
Income from continuing operations before income taxes	20,829	2,351		23,180
Income tax expense	8,119	718	(D)	8,837
Net income from continuing operations	12,710	1,633		14,343
Loss from discontinued operations before income taxes	(692)	692	(B)	—
Income tax benefit on discontinued operations	(324)	324	(D)	—
Net loss from discontinued operations	(368)	368		—
NET EARNINGS	$ 12,342	$ 2,001		$ 14,343
Basic income per common share				$ 0.21
Diluted income per common share				$ 0.20
Weighted average common shares outstanding:				
Basic			(J)	69,600
Diluted			(J)	70,483

See Notes to Unaudited Pro Forma Condensed Combined Financial Information.

Assisted Living Concepts, Inc.

Pro Forma Condensed Combined Statement of Income
Three Months Ended March 31, 2006

	Assisted Living Concepts, Inc.	Pro Forma Adjustments	Notes	Assisted Living Concepts, Inc. (Pro Forma, As Adjusted)
		(Unaudited) (Dollars in thousands)		
REVENUES	$56,776	$(1,422)	(B)	$55,354
COSTS AND EXPENSES:				
Operating	37,214	(1,146)	(B)	36,068
General and administrative	3,454	214	(I)	3,668
Lease costs	3,488	(1)	(B)	3,487
Depreciation and amortization	4,123	(189)	(B)	3,934
Interest expense, net	2,830	(10)	(B)	1,411
		(96)	(C)	
		(676)	(F)	
		(637)	(K)	
	51,109	(2,541)		48,568
Income from continuing operations before income taxes	5,667	1,119		6,786
Income tax expense	2,189	442	(D)	2,631
Net income from continuing operations	3,478	677		4,155
Loss from discontinued operations before income taxes	(1,927)	1,927	(B)	—
Income tax benefit on discontinued operations	(759)	759	(D)	—
Net loss from discontinued operations	(1,168)	1,168		—
NET EARNINGS	$ 2,310	$ 1,845		$ 4,155
Basic income per common share				$ 0.06
Diluted income per common share				$ 0.06
Weighted average common shares outstanding:				
Basic			(J)	69,600
Diluted			(J)	70,483

See Notes to Unaudited Pro Forma Condensed Combined Financial Information.

Assisted Living Concepts, Inc.

Pro Forma Condensed Combined Balance Sheet
As of March 31, 2006

	Assisted Living Concepts, Inc.	Pro Forma Adjustments	Notes	Assisted Living Concepts, Inc. (Pro Forma, As Adjusted)
		(Unaudited) (Dollars in thousands)		
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 9,343	$ 88	(B)	$ 19,729
		10,298	(F)	
Accounts receivable, less allowances	4,545	(224)	(B)	4,321
Supplies, prepaid expenses and other current assets	5,075	(87)	(B)	4,988
Deferred state income taxes	436	—		436
Short-term investments	—	4,197	(G)	4,197
Due from shareholder and affiliates:				
Deferred federal income taxes	9	—		9
Total current assets	19,408	14,272		33,680
Property and equipment, net	373,563	(3,028)	(B)	375,535
		5,000	(L)	
Goodwill and other intangible assets, net	19,423	(275)	(M)	19,148
Other assets	7,715	10,000	(E)	15,835
		(2,038)	(B)	
		158	(H)	
Total Assets	$420,109	$ 24,089		$444,198
LIABILITIES AND PARENT'S INVESTMENT (SHAREHOLDERS' EQUITY)				
Current Liabilities:				
Accounts payable	$ 4,111	$ (116)	(B)	$ 3,995
Accrued liabilities	20,438	(212)	(B)	20,226
Accrued state income taxes	632	—		632
Current maturities of long-term debt	2,972	(386)	(K)	2,586
Due from shareholder and affiliates:				
Accrued federal income taxes	998	—		998
Other	3,527	—		3,527
Current portion of accrual for self-insured liabilities	300	—		300
Total current liabilities	32,978	(714)		32,264
Accrual for self-insured liabilities	1,086	—		1,086
Long-term debt	127,934	(37,966)	(K)	89,968
Deferred state income taxes	857	—		857
Other long-term liabilities	7,468	(172)	(B)	7,296
Due to shareholder and affiliates:				
Deferred federal income taxes	3,224	—		3,224
Interest-bearing advances	40,718	(40,718)	(F)	—
Total liabilities	214,265	(79,570)		134,695
Parent's investment	205,844	(4,789)	(B)	—
		10,000	(E)	
		40,718	(F)	
		4,197	(G)	
		158	(H)	
		5,000	(L)	
		38,352	(K)	
		(275)	(M)	
		10,298	(F)	
		(309,503)	(N)	
Shareholders' Equity		309,503	(N)	309,503
Total Liabilities and Parent's Investment (Shareholders' Equity)	$420,109	$ 24,089		$444,198

See Notes to Unaudited Pro Forma Condensed Combined Financial Information.

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION ASSISTED LIVING CONCEPTS, INC.

Note 1 — Pro Forma Adjustments

The pro forma adjustments included in the unaudited pro forma condensed combined financial information are as follows:

(A) To add the results of operations of ALC for the month of January 2005, including pro forma amortization of purchase accounting adjustments. The historical statement of income for the year ended December 31, 2005 includes operations of ALC beginning February 1, 2005, the day after Historic ALC was acquired by Extendicare Health Services, Inc. (“EHSI”).

(B) To remove operations, assets and liabilities of three discontinued assisted living facilities (168 units) and two free-standing EHSI assisted living facilities (141 units) and another 129 assisted living units contained within skilled nursing facilities that are not being transferred to ALC. These assets and operations are included in the historical statements of income for the year ended December 31, 2005 and the three months ended March 31, 2006. The assets and liabilities are included in the historical balance sheet as of March 31, 2006.

(C) To remove interest expense allocated from EHSI to ALC relating to debt instruments recorded on the balance sheet of EHSI. EHSI’s debt obligations are not included in the historical balance sheets of ALC. The allocation of interest expense to ALC was based on the estimated use of proceeds of EHSI’s debt. Pursuant to the separation agreement, ALC will not assume or otherwise be obligated on any of EHSI’s debt.

(D) To reflect the income tax effect of the other pro forma adjustments at applicable income tax rates.

(E) To reflect estimated capital contribution of $10.0 million to establish, at a date to be determined in 2006, Pearson Indemnity Company, Ltd. (“Pearson”), ALC’s Bermuda based wholly-owned captive insurance subsidiary. Pearson will provide general and professional liability insurance to ALC subsequent to the separation transaction.

(F) To reflect the contribution of capital by EHSI through conversion of the outstanding balance of the advance to ALC ($40.7 million as of March 31, 2006) to equity and an additional $10.3 million cash contribution to equity. The $40.7 million and the $10.3 million cash contribution represent the original $51.0 million interest bearing advance to ALC. Therefore, the advance to EHSI is reclassified from liabilities to the parent’s investment. These amounts were advanced to ALC by EHSI and the interest was charged at 6%. This adjustment includes the removal of interest expense for purposes of the pro forma income statements.

(G) To record parent’s contribution of capital to ALC consisting of the following securities available for sale stated at market value:

	March 31, 2006 (In thousands)
Omnicare, Inc. common stock, 50,000 shares at $54.99 per share at March 31, 2006	$2,749
BNN Investments, Ltd. common stock, 12,100 shares at Cdn $139.75 (U.S. $119.65) per share at March 31, 2006	1,448
	$4,197

(H) To record parent’s contribution of capital to ALC of $158,000, consisting of 500,622 shares of MedX Health Corp. common stock stated at cost of Canadian $0.37 per share (US$0.32) as of March 31, 2006. The investment is carried at cost because the market value is not readily determinable.

(I) To record estimated incremental costs relating to certain employment contracts and transitional services agreements for payroll and benefits processing and reimbursement services with EHSI, information technology support with Virtual Care Provider, Inc., a subsidiary of Extendicare, and other newly appointed executive staff.

(J) The basic weighted average shares of common stock was determined by reviewing the number of outstanding Subordinate Voting Shares of Extendicare Inc. for the applicable periods (including options for such shares), which would have approximated the number of outstanding shares of Class A common stock, and the number of outstanding Multiple Voting Shares of Extendicare Inc. for the applicable periods, which would have approximated the number of outstanding shares of Class B common stock. For purposes of determining the diluted weighted average shares, the Multiple Voting Shares were deemed to have been converted into Subordinate Voting Shares at the 1 to 1.075 conversion ratio applicable to the Class B common stock. This conversion feature resulted in an additional 0.9 million shares included in the diluted weighted average shares outstanding.

(K) To reflect the reclassification of a loan within the EHSI credit facility and the interest allocated from this loan to ALC. The loan was incurred as a direct result of the acquisition of Historic ALC. Therefore, the loan is reclassified from long-term debt to parent's investment ($38.4 million as of March 31, 2006). The loan will not be converted into equity of ALC. Pursuant to the separation agreement, ALC will not assume or otherwise be obligated on any of EHSI's debt. EHSI will continue to be liable for the loans under the EHSI credit facility and be responsible for releasing the assisted living facilities held as security under the line of credit in connection with the refinancing of the EHSI credit facility.

(L) To reflect the purchase of a new building to replace leased office space. The purchase of the office building will be through cash contribution by EHSI into ALC. The estimated purchase price of the new building is $5.0 million and the purchase is expected to close during the three month period ending September 30, 2006.

(M) To reflect goodwill pertaining to assisted living facilities returned to EHSI.

(N) To reflect the change in capitalization from parent's investment to shareholders' equity. The number of shares of ALC Class A and Class B common stock outstanding is assumed to be equal to the number of Extendicare Subordinate and Multiple Voting Shares outstanding as of June 30, 2006, as follows (excluding Subordinate Voting Shares that underlie approximately 1.6 million outstanding options):

Subordinate Voting Shares	56,177,520
Multiple Voting Shares	11,778,433

Note 2 — Pro Forma Net Income Per Common Share

Basic earnings per share (EPS) is calculated using net income attributable to common shares divided by the weighted average number of common shares outstanding for the period. Diluted EPS is calculated using income attributable to common shares divided by the weighted average number of common shares and dilutive potential common shares outstanding for the period.

The following table summarizes the basic and diluted net income per common share amounts presented in the accompanying Pro Forma Condensed Combined Statements of Operations (in thousands, except per share data):

	3 Months Ended March 31, 2006	One Year Ended December 31, 2005
Basic:		
Numerator for basic net income per share:		
Net income to common shareholders	$ 4,155	$14,343
Denominator for basic net income per share:		
Weighted average of common shares outstanding	69,600	69,600
Basic net income per share	$ 0.06	$ 0.21
Diluted:		
Numerator for diluted net income per share:		
Net income to common shareholders	$ 4,155	$14,343
Denominator for diluted net income per share:		
Weighted average of common shares outstanding	69,600	69,600
Assumed conversion of Class B shares	883	883
	70,483	70,483
Diluted net income per share	$ 0.06	$ 0.20

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations together with the audited and unaudited combined financial statements, the notes to our audited combined financial statements, our unaudited pro forma combined financial statements and the notes to our unaudited pro forma combined financial statements included elsewhere in this Information Statement. This discussion contains forward-looking statements that involve risks and uncertainties. The forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our industry, business and future financial results. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed in the sections of this Information Statement entitled "Risk Factors," "Special Note About Forward-Looking Statements" and other sections in this Information Statement.

Executive Overview

We are one of the five largest publicly traded operators of assisted living facilities in the United States, based on total capacity, and we currently operate 206 assisted living facilities with 8,251 units in 17 states. We own 151 of our facilities, and the remaining are under long-term leases, giving us significant operational flexibility with respect to our properties. For the three months ended March 31, 2006, the average occupancy rate for all of our facilities was 84.3% (with mature facilities, defined as facilities with all units open for at least one year, having an occupancy rate of 85.6%), the average combined monthly rate for rent and services was $2,656 per unit and the percentage of our revenue generated from private pay sources was 78.7%. For the eleven month period after the acquisition of Historic ALC on January 31, 2005, including the 177 assisted living facilities of Historic ALC, the average occupancy rates for all facilities was 88.3% (for mature facilities — 87.3%), the average combined monthly rate for rent and services was $2,475 per unit and the percentage of our revenue generated from private pay sources was 78.2%.

We are currently a wholly-owned subsidiary of Extendicare. On May 31, 2006, the Board of Directors of Extendicare approved the separation of all of Extendicare's assisted living operations from Extendicare in connection with the simultaneous conversion of Extendicare into an unincorporated open-ended real estate investment trust established under the laws of Ontario. If approved by the holders of Extendicare's Subordinate and Multiple Voting shares and the Ontario Superior Court of Justice (Commercial List), we expect the separation to occur within two weeks following the special meeting of holders of Extendicare's Subordinate and Multiple Voting shares called to approve the transactions. In connection with our separation, Extendicare will transfer to us certain assets, we will assume certain liabilities and enter into agreements with Extendicare that are described more fully in "Our Separation from and Relationship with Extendicare After the Exchange."

In addition to our core business, we also will hold (i) share investments in Omnicare, Inc., or Omnicare, a publicly traded corporation in the United States, BNN Investments Ltd., or BNN, a Canadian publicly traded company, and MedX Health Corporation, or MedX, a Canadian corporation, (ii) cash or other investments from the contribution of $10.0 million into Pearson Indemnity Company, Ltd., or Pearson, our wholly owned Bermuda based captive insurance company that has been formed to provide our self insurance general liability coverage, and (iii) an office building in Milwaukee, Wisconsin for our future headquarters that we expect to purchase for approximately $5.0 million from an unrelated party and use as our headquarters in 2007.

We plan to grow our revenue and operating income by:

- increasing the overall size of our portfolio through both acquisitions and building additional capacity to existing facilities;
- increasing our occupancy rate and the percentage of revenue derived from private pay sources; and
- capitalizing on the efficiencies that larger organizations can achieve in the highly fragmented senior living facility industry.

We plan to grow our portfolio by making selective acquisitions in markets with favorable private pay demographics and, to a lesser extent, by expanding existing properties to meet any additional private pay demand in markets we currently serve. With regard to general and administrative costs associated with our future acquisition plans, we are in the process of recruiting a vice president of acquisitions to coordinate these activities. Additional regional, divisional and corporate costs associated with our growth are anticipated to be proportionate to current operating levels. In addition, we plan to increase demand for our services among private pay residents through a focused sales and marketing effort intended to establish ALC as the provider of choice for residents who value wellness and quality of care. Because of the size of our operations and the depth of our experience in the senior living industry, we believe we are able to effectively identify and maximize cost efficiencies and to expand our portfolio by investing in attractive assets in our target communities. Our business strategy and competitive strengths are outlined in detail in "Summary" and "Business" sections of this Information Statement.

In the three months ended March 31, 2006, we completed our first full year of operating ALC since its acquisition by Extendicare.

The remainder of Management's Discussion and Analysis of Financial Condition and Results of Operations is organized as follows:

- *Basis of Presentation of Historical Combined Financial Statements.* This section provides an overview of our historical assisted living operations and the basis of presentation for our historical combined financial statements.

- *Business Overview.* This section provides a general financial description of our business. More specifically, this section describes the sources and composition of our revenues and operating expenses. In addition, the section outlines the key performance indicators that we use to monitor and manage our business and anticipate future trends.

- *Combined Results of Operations.* This section provides an analysis of our results of operations for the three months ended March 31, 2006 compared to the three months ended March 31, 2005; and the analysis of our results for the years ended December 31, 2005, 2004 and 2003.

- *Liquidity and Capital Resources.* This section provides a discussion of our liquidity and capital resources as of March 31, 2006 and December 31, 2005 and our future cash needs.

- *Critical Accounting Policies.* This section discusses accounting policies important to an analysis of our combined financial statements and an understanding of our discussion of our combined results of operation. Our critical accounting policies are those that require significant judgment and estimates on the part of management in their application. In addition, a full description of our significant accounting policies are included in Note 3 to our combined financial statements, which are included elsewhere in this Information Statement.

Basis of Presentation of Historical Combined Financial Statements

The combined historical financial statements consist of the assisted living operations of Extendicare in the United States. As of December 31, 2005, Extendicare assisted living operations consisted of 211 assisted living facilities (8,673 units), and on March 31, 2006, Extendicare assisted living operations consisted of 208 assisted living facilities (8,521 units). We acquired the majority of these facilities when EHSI acquired all of the outstanding capital stock of Historic ALC on January 31, 2005, which at the time of its acquisition owned or leased 177 facilities (6,838 units). The remainder of our assisted living facilities have been either owned and operated by EHSI or, in the case of two facilities, owned by EHSI and opened and operated by ALC.

Our historical combined financial statements have been prepared to include all of Extendicare's assisted living business in the United States and are a combination of: (i) the assisted living facilities operated by EHSI prior to and after its acquisition of Historic ALC, which ranged from 36 facilities as of January 1, 2003 to 29 facilities as of December 31, 2005; (ii) 177 assisted living facilities operated by ALC since Extendicare completed the acquisition of Historic ALC on January 31, 2005; (iii) the assisted living facilities that were constructed by EHSI during 2005 but were opened and operated by ALC. Our historical audited combined financial statements include results from several assets and operations that will not be part of our business following the separation transactions. These assets consist of (i) two assisted living facilities that will be retained by EHSI and another 129 assisted living units that are contained within skilled nursing facilities and (ii) three assisted living facilities formerly operated by EHSI where operations were discontinued in the three months ended March 31, 2006.

Below is a description of the significant events that have occurred to Extendicare's assisted living business since January 2003 and how these events affected the basis of presentation:

- As of January 1, 2003, EHSI operated 36 assisted living facilities (1,756 units) in nine states, with 25 of these facilities located in Wisconsin and Washington.

- During 2003 and 2004, EHSI completed construction projects that resulted in increased capacity to two assisted living facilities (46 units), opened one newly constructed assisted living facility (40 units) in Wisconsin and closed two assisted living facilities (53 units). In addition, EHSI sold three of its assisted living facilities (181 units) located in Arkansas. As a result, as of December 31, 2004, EHSI operated 32 assisted living facilities (1,604 units) in nine states, 31 of which were owned and 1 of which was leased.

- On January 31, 2005, EHSI acquired all of the outstanding capital stock of Historic ALC, which had a portfolio of 177 assisted living facilities (6,838 units) in 14 states at the time, 122 of which were owned and 55 of which were leased.

- During 2005, EHSI completed construction projects that resulted in increased capacity at five assisted living facilities (96 units), opened a newly constructed assisted living facility in Wisconsin (60 units) and closed one assisted living facility in Washington (12 units). In addition, EHSI completed construction on two new assisted living facilities (90 units) in Ohio and Indiana that were opened and operated by ALC. As a result, as of December 31, 2005, EHSI operated 32 facilities and ALC operated 179 facilities, for a combined operation of 211 facilities (8,673 units) in 17 states.

- Between January 1, 2006 and March 31, 2006, EHSI closed an assisted living facility (60 units) in Texas and commenced actions to dispose of the property. It also closed an assisted living facility in Oregon (45 units) and discontinued operations at an assisted living facility (63 units) in Washington for which the underlying lease had expired. EHSI also completed construction projects that increased capacity (37 units) at two assisted living facilities. As a result, as of March 31, 2006, EHSI operated 29 facilities and ALC operated 179 facilities, for a combined operation of 208 facilities (8,521 units) in 17 states.

- Since March 31, 2006, in order to consolidate all of Extendicare's assisted living operations within ALC, EHSI transferred to ALC, subject to state regulatory approval, the licenses to operate its 29 assisted living facilities. In addition ALC purchased 14 of the 29 facilities from EHSI at an aggregate fair market value of $49.6 million. EHSI is currently seeking local planning commission approval to subdivide the remaining 15 properties between the assisted living facilities and skilled nursing facilities that make up those properties. We expect to complete the purchase of EHSI's remaining 15 facilities upon receipt of approval, and have provided for a lease of the land component of the properties and the assisted living facilities in the interim. The aggregate fair market value of the remaining 15 facilities is $44.9 million. If EHSI does not obtain approval to subdivide any of the properties immediately prior to the separation, we will purchase all but the land component of the applicable property, which in aggregate totals $42.3 million, and EHSI will make a capital contribution to us in an amount equal to the purchase price of the land component of the property, which in aggregate totals $2.6 million, which we would subsequently loan back to EHSI in exchange for a note. In addition, for any property awaiting local planning approval, the applicable lease agreement with EHSI will be adjusted to become only a land lease of such property. We will lease the land component for any properties awaiting planning permission for an initial term of five years, with two successive renewal periods of five years each, exercisable at our option. Should all of the properties await local planning approval, the initial aggregate lease payments due under these leases will be $0.3 million. The lease amounts will increase annually based upon the Consumer Price Index. In addition, at the end of each lease period, the lease rates will be reassessed and reset to reflect fair market value rates. Upon receipt of approval, the land leases will be terminated, EHSI will repay the amount due on the note and we will pay EHSI for the land. The note will bear interest at 6.0% and will mature at the earliest of the date that planning commission approval is received or the date that the corresponding lease matures. The historical combined financial statement reflects the transfer of all 29 properties to ALC as an equity contribution at the aggregate net book value of $60.8 million.

For periods prior to the acquisition of Historic ALC, during which EHSI's assisted living operations had a small corporate management staff, EHSI's assisted living operations were allocated charges based upon estimated incremental cost to support the assisted living operations for accounting, human resources, information technology and other administrative services. Interest expense was allocated to the assisted living facilities based upon the assisted living facilities' historic cost and the average borrowing rates of EHSI for those periods. For the years ended 2003 and 2004, all other assets and liabilities associated with EHSI's assisted living operations and its corporate staff have been reflected in the historical audited combined financial statements.

Prior to March 2005, Historic ALC's head office was headquartered in Dallas, Texas. As part of the consolidation of Historic ALC and EHSI, the headquarters for the combined assisted living facility business was moved to Milwaukee, Wisconsin. The Dallas office provided all administrative functions, information technology, accounting, human resources, clinical, risk management and corporate operational oversight for the Historic ALC operations. Since moving to Milwaukee, through both internal and externally recruited personnel, ALC established a new management team to oversee clinical, marketing, risk management and corporate operational functions of the combined operation, and ALC purchased from EHSI services for accounting, human resources and information technology. For periods subsequent to March 31, 2005, charges related to the combined EHSI and ALC operations for accounting, human resources, information technology and certain other administrative services have been allocated based upon estimated incremental cost to support the combined operations. Stock options of Extendicare shares granted to ALC senior management have been charged to general and administrative expenses, based upon the number of options granted and the share price for the periods reflected. Interest charges have been allocated based upon: (i) any Historic ALC specific facility-based debt instruments in place with the applicable interest charges; (ii) interest incurred by EHSI on the replacement of Historic ALC debt; (iii) for the facilities owned by EHSI, based upon the assisted living facilities' historic cost and average borrowing rates of EHSI for those periods; or (iv) for the debt incurred under EHSI's line of credit in connection with the acquisition of Historic ALC, the interest incurred on the average balance of the line of credit and EHSI's average interest rate on the line of credit.

In addition, all assets and liabilities associated with the assisted living operations of Historic ALC since January 31, 2005 have been reflected in the historical audited combined financial statements.

For purposes of the audited combined financial statements, facilities that were sold or closed have been reported as discontinued operations and are summarized in Note 18 of the financial statements.

The audited combined financial statements include two assisted living facilities (141 units) that are owned and operated by EHSI and an additional 129 assisted living units that are contained within skilled nursing facilities that will not be transferred to ALC as part of the separation. The audited combined financial statements do not reflect (i) the transfer of share investments in Omnicare, BNN, or MedX, (ii) a capital contribution of $10.0 million into Pearson by Extendicare, (iii) a capital contribution of approximately $40.7 million by EHSI as settlement of the outstanding debt owed by ALC to EHSI and an additional $10.3 million cash contribution to equity by EHSI or (iv) the purchase of the Milwaukee headquarters building by ALC for approximately $5.0 million. For a discussion of the adjustments made to our historical audited combined financial statements to reflect these transactions, please see the "Unaudited Pro Forma Condensed Combined Financial Statements" located elsewhere in this Information Statement.

Business Overview

Revenues

We generate revenue from private and Medicaid sources. For the three months ended March 31, 2006, approximately 78.7% of our revenue was generated from private sources, which consists of direct payments from residents or their families or indirect payments from their insurers or other third-party providers. Residents are charged a fee that is based on the type of accommodation they occupy and a services fee that is based upon their assessed level of care. The accommodation fee is based on prevailing market rates of similar assisted living accommodations. The assessed level of care service fee is based upon a periodic assessment, which includes input of the resident, their physician and family, and establishes the additional hours of care and service provided to the resident. We offer various levels of care for assisted living residents who require less or more frequent and intensive care or supervision. Approximately 80% and 20% of our private revenue is derived from the accommodation fee and the level of care services fee, respectively. Both the accommodation and level of care service fee are charged on a daily basis.

Medicaid rates are generally lower than rates earned from private, commercial insurance and other sources. Therefore, we consider our non-Medicaid census, which we refer to as our Quality Mix or private pay, an important performance measurement indicator. We define our Quality Mix to be our revenues or census earned from payor sources other than from Medicaid programs.

We have elected in 9 of our 17 states to provide assisted living services and to retain Medicaid funded residents in our assisted living facilities. The Medicaid program in each state determines the revenue rate for accommodation and level of care. The basis of the Medicaid rate varies by state and in certain states is subject to negotiation. Unlike nursing facilities, Medicaid rates are not determined on a cost-based or price-based system, and cost reports are not completed each year to the state, with the exception of Texas. We normally receive our new annual Medicaid rates in January of each year.

The level of private rates exceeds those offered through state Medicaid programs. Therefore, our goal is to increase the percentage of private residents in our assisted living facilities. Below is an overview of the difference between the private and Medicaid rates achieved by us in the states where we participate in the Medicaid waiver program, along with our average Medicaid census during 2005.

State	2005 Average Rates per Day			2005 Medicaid ADC(1)
	Private	Medicaid	Difference	
Arizona	$100.32	$56.28	$44.04	209
Idaho	$ 94.55	$48.99	$45.56	184
Iowa	$ 84.03	$59.56	$24.47	20
Indiana	$ 76.77	$56.66	$20.11	34
Nebraska	$ 94.56	$65.99	$28.57	73
New Jersey	$116.05	$78.50	$37.55	135
Oregon	$ 99.35	$67.37	$31.98	295
Texas	$ 87.66	$62.21	$25.45	514
Washington	$ 90.48	$62.03	$28.45	502
Weighted average	$ 89.25	$62.21	$27.04	

(1) ADC is Average Daily Census, which is defined under Key Performance Indicators below.

The following table sets forth our Medicaid and private pay sources of revenue for all of our assisted living facilities by percentage of total revenue.

	Percentage of Total Assisted Living Revenues				
	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
Private	78.7%	78.9%	78.2%	92.7%	94.1%
Medicaid	21.3%	21.1%	21.8%	7.3%	5.9%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

Prior to the acquisition of Historic ALC, approximately 8% of our assisted living facilities revenues were from Medicaid programs, compared to approximately 26% after the acquisition. After the acquisition of Historic ALC, our private percentage averaged 21.8% for the 2005. The mix of revenues resulted in relatively consistent percentages between the three months ended March 31, 2006 and March 31, 2005 and 2006 quarters.

Operating Expenses

The largest component of our operating expenses consist of wages and benefits, utility and property related costs, and variable operating costs related to the provision of services to our residents. As a percentage of total expenses, wages and benefits, utility and property related costs, and variable operating costs historically have been approximately 65%, 20% and 15%, respectively. A significant portion of our wages and benefits are fixed and do not vary based upon occupancy, as we must employ a minimum number of employees to properly maintain our facilities and provide care and services to our residents. However, a smaller portion of our wages and benefits vary because they are contingent upon occupancy, as we offer bonus programs to all levels of staff including facility staff to promote common corporate objectives including high quality of services and occupancy levels. Other than these contingent costs, directly variable costs pertain only to food, supplies, and certain administrative expenses. As a result, it is important that we manage our expenses.

Operating Margins

Due to the high percentage of fixed costs, we generally need to sustain occupancy levels in excess of 50% to 60%, depending on the percentage of and rates of private residents, to achieve a breakeven operating margin, exclusive of financing and capital replacement costs. We generally target margins in our facilities at levels in excess of 35% to 40%, when occupancy levels are in excess of 90%.

General and Administrative Costs

After completion of the Plan of Arrangement, we will operate independently of Extendicare, and therefore will require services and will incur additional costs associated with being a public company. We anticipate additional annual public company costs relating to:

- board of director fees;
- Sarbanes-Oxley compliance;
- corporate secretary;
- stock registration and listing fees;
- quarterly and annual filings; and
- stock transfer fees and other public relations.

In addition to the additional costs of being public, certain other general and administrative costs that had been synergized by Extendicare through its acquisition of Historic ALC will be required to be re-established after completion of the Plan of Arrangement. We anticipate additional annual general and administrative costs associated with the following:

- Chief Financial Officer;
- Vice President of acquisitions;
- annual audit fees; and
- other general and administrative costs anticipated for reporting and compliance.

Subsequent to Extendicare's acquisition of Historic ALC, certain general and administrative services were provided to us by Extendicare. Extendicare's incremental costs, and, in the case of information technologies, the price that Extendicare's related company, Virtual Care Provider Inc. (VCPI), sold services to external clients, was charged to us. Some of these services previously provided through Extendicare will be provided directly to us, such as those services outlined above. Pursuant to transitional services agreements with subsidiaries of Extendicare, certain services will continue to be provided to us on a transitional basis pursuant to an arrangement with Extendicare. These services include information technology, payroll and employee benefits processing and reimbursement services (Medicaid cost reporting). The costs associated with these services on an annual basis will be approximately $1.5 million.

Key Performance Indicators

We manage our business by monitoring certain key performance indicators. We believe our most important key performance indicators are:

Census

Census is defined as the number of units that are occupied at a given time.

Average Daily Census

Average Daily Census, or ADC, is the sum of occupied units for each day over a period of time, divided by the number of days in that period.

Occupancy Percentage or Occupancy Rate

Occupancy is measured as the percentage of average daily census relative to the total available units. Total operational resident capacity is the number of units available for occupancy in the period.

Private Mix

Private Mix is the measure of the percentage of private or non-Medicaid census. We focus on increasing the level of private and non-Medicaid funded units.

Average Revenue Rate by Payor Source

The average revenue rate by each payor source represents the average daily revenues earned from accommodation and level of care services provided to private and Medicaid residents. The daily revenue is calculated by the aggregate revenues earned by payor type, divided by the total ADC in the corresponding period.

EBITDA and EBITDAR

EBITDA is defined as net income from continuing operations before income taxes, interest expense net of interest income, depreciation and amortization, and non-cash, non-recurring gains and losses, including disposal of assets and impairment of long-lived assets and loss on refinancing and retirement of debt. EBITDAR is defined as EBITDA before rent expenses incurred for leased assisted living properties. EBITDA and EBITDAR are not measures of performance under accounting principles generally accepted in the United States of America, or GAAP. We use EBITDA and EBITDAR as key performance indicators and EBITDA and EBITDAR expressed as a percentage of total revenues as a measurement of margin.

We understand that EBITDA and EBITDAR, or derivatives thereof, are customarily used by lenders, financial and credit analysts, and many investors as a performance measure in evaluating a company's ability to service debt and meet other payment obligations or as a common valuation measurement in the long-term care industry. Moreover, substantially all of EHSI's financing agreements contain covenants in which EBITDA was used as a measure of compliance, and we anticipate EBITDA and EBITDAR will be used in covenants as a measure of compliance with the new credit facility and financing arrangements that we will establish. Thus, we expect to use EBITDA and EBITDAR to monitor our compliance with these financing agreements. We believe EBITDA and EBITDAR provide meaningful supplemental information regarding our core results because these measures exclude the effects of non-operating factors related to our capital assets, such as the historical cost of the assets.

We report specific line items separately, and exclude them from EBITDA and EBITDAR because such items are transitional in nature, and would otherwise distort historical trends. In addition, we use EBITDA and EBITDAR to assess our operating performance and in making financing decisions. In particular, we use EBITDA and EBITDAR in analyzing potential acquisitions and internal expansion possibilities. EBITDA and EBITDAR performance also will be used in determining compensation levels for our senior executives. EBITDA and EBITDAR should not be considered in isolation or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity. We present EBITDA and EBITDAR on a consistent basis from period to period, thereby allowing for comparability of operating performance.

Review of Key Performance Indicators

In order to compare our performance between periods, we assess the key performance indicators for all of our continuing facilities. All "continuing operations" or "continuing facilities" are defined as all facilities excluding (i) three facilities in Arkansas sold in August 2004, (ii) one assisted living facility in Washington that, in the three months ended December 31, 2005, we decided to convert to nursing beds and combine with an existing nursing facilities, (iii) one assisted living facility in Oregon that we decided to convert to a skilled nursing facility during the three months ended March 31, 2006, (iv) a leased assisted living facility in Washington that we decided to terminate operations at in the three months ended March 31, 2006, and (v) an assisted living facility in Texas that we decided to close during the three months ended March 31, 2006.

In addition, we assess the key performance indicators for facilities that we operated in all reported periods, or "same facility" operations. Given the significance of the 177 assisted living facilities acquired when EHSI acquired Historic ALC, we have included these facilities in our same facility key performance indicators for the periods after the acquisition. Same facility operations are defined as all continuing operations excluding the four newly-constructed assisted living facilities (190 units).

We have classified the two assisted living facilities owned by EHSI, but opened during 2005 and operated by ALC, as EHSI facilities. This allows us to consistently analyze the key performance statistics for the facilities obtained in the acquisition of Historic ALC for all reported periods.

ADC

All Continuing Facilities

The following table sets forth our average daily census for the past five quarters and for full years 2003 through 2005 for both private payors and Medicaid for all of the continuing facilities whose results are reflected in our audited combined financial statements:

Average Daily Census

	First Quarter 2006	First Quarter 2005(2)	Second Quarter 2005	Third Quarter 2005	Fourth Quarter 2005	Full Year 2005(1,2)	Full Year 2004(1)	Full Year 2003(1)
EHSI facilities:								
Private Pay	1,117	1,079	1,113	1,129	1,135	1,114	1,073	1,073
Medicaid	175	132	126	133	145	134	120	111
Total ADC	1,292	1,211	1,239	1,262	1,280	1,248	1,193	1,184
ALC facilities:								
Private Pay	3,948	4,225	4,108	4,049	3,994	4,081	—	—
Medicaid	1,924	1,949	2,004	2,040	2,004	2,004	—	—
Total ADC	5,872	6,174	6,112	6,089	5,998	6,085	—	—
Total facilities:								
Private Pay	5,065	5,304	5,221	5,178	5,129	5,195	1,073	1,073
Medicaid	2,099	2,081	2,130	2,173	2,149	2,138	120	111
Total ADC	7,164	7,385	7,351	7,351	7,278	7,333	1,193	1,184
Private Pay Percentage:								
EHSI	86.5%	89.1%	89.8%	89.5%	88.7%	89.3%	89.9%	90.6%
ALC	67.2%	68.4%	67.2%	66.5%	66.6%	67.1%	—	—
All Facilities	70.7%	71.8%	71.0%	70.4%	70.5%	70.8%	89.9%	90.6%

(1) Comparability to periods in 2005 is limited because data for 2003 and 2004 does not include the 177 assisted living facilities acquired upon the acquisition of Historic ALC on January 31, 2005.

(2) The data for ALC for the two month period ended March 31, 2005 has been reflected in the above table as if it were for the three month period. The two month period ALC facilities figures above, adjusted by averaging two months of occupancy over the entire three month period, would have been: Private pay — 2,770 and Total ADC — 4,048.

From the fourth quarter of 2005 to the first quarter of 2006, total ADC declined 1.6% and private ADC declined 1.3%, however there was an increase in the private mix percentage from 70.5% to 70.7%. In the first quarter of 2006, we implemented a focused marketing strategy to increase our private census and residents with lower care needs, and established facility limits on our Medicaid population. Our strategy is to increase the number of residents in our facilities that are private pay, both by filling existing vacancies at our facilities with private pay residents and by gradually decreasing the number of units in our facilities that are available for residents that rely on Medicaid.

During 2005, we saw a decline of ADC from the first quarter of 2005 to the fourth quarter of 2005 of 1.5% in total and 3.4% in private census along with a decline in the private pay percentage from 71.8% to 70.5%. The decline in census during 2005 occurred primarily in our ALC portfolio and was due to a focused effort to increase the percentage of private rates closer to market for both existing and new residents. In addition, with the acquisition of Historic ALC and changes as part of the consolidation of our operations, we experienced change in both senior management and other facility-based personnel. Our EHSI portfolio census increased on a consistent basis, due in part to newly constructed facilities and additional capacity at those facilities with additions.

During 2003 through 2005, we saw an overall increase in our EHSI private and total census, despite fluctuations that occurred between quarters during this period of time.

Same Facility Basis

The following table is presented on a same facility basis, and therefore removes the impact of the four newly constructed facilities described above. The table sets forth our average daily census for the past five quarters and for full years 2003 through 2005 for both private payors and Medicaid for all of the assisted living facilities on a same facility basis. Since ALC would report the same figures, only the EHSI facilities and total facilities along with the private pay percentages are summarized below.

	Average Daily Census							
	First Quarter 2006	First Quarter 2005(2)	Second Quarter 2005	Third Quarter 2005	Fourth Quarter 2005	Full Year 2005(1,2)	Full Year 2004(1)	Full Year 2003(1)
EHSI facilities:								
Private Pay	1,070	1,079	1,113	1,123	1,105	1,105	1,073	1,073
Medicaid	175	132	126	133	145	134	120	111
Total ADC	1,245	1,211	1,239	1,256	1,250	1,239	1,193	1,184
Total facilities:								
Private Pay	5,018	5,304	5,221	5,172	5,099	5,186	1,073	1,073
Medicaid	2,099	2,081	2,130	2,173	2,149	2,138	120	111
Total ADC	7,117	7,385	7,351	7,345	7,248	7,324	1,193	1,184
Private Pay Percentage:								
EHSI	85.9%	89.1%	89.8%	89.4%	88.4%	89.2%	89.9%	90.6%
ALC	67.2%	68.4%	67.2%	66.5%	66.6%	67.1%	—	—
All Facilities	70.5%	71.8%	71.0%	70.4%	70.4%	70.8%	89.9%	90.6%

(1) Comparability to periods in 2005 is limited because data for 2003 and 2004 does not include the 177 assisted living facilities acquired upon the acquisition of Historic ALC on January 31, 2005.

(2) The data for ALC for the two month period ended March 31, 2005 has been reflected in the above table as if it were for the three month period.

From the fourth quarter of 2005 to the first quarter of 2006, total ADC declined 1.8% and private ADC declined 1.6%, however an increase in the private mix percentage from 70.4% to 70.5%. During 2005, we saw a decline from the first quarter to the fourth quarter of 1.9% in total and 3.9% in private census along with a decline in the private pay percentage from 71.8% to 70.4%. During 2003 through 2005, we saw an increase in our EHSI private and total census. The comments noted from the all facilities performance indicators apply to these statistics.

Occupancy Percentage

Occupancy percentages can be impacted by our completion and opening of new assisted living facilities and additions to existing assisted living facilities. As total capacity of a newly completed addition or a new facility increases, occupancy percentages are impacted as the assisted living facility is filling the additional units. We generally plan for additional units to take anywhere from several months to one and a half years to reach optimum occupancy levels (defined by us as at least 90%).

Due to the significant impact on occupancy rates that developmental facilities have, we have split occupancy information between mature and developmental facilities. In general, developmental facilities are defined as a facility that has undergone an expansion or a new facility that has opened. An assisted living facility identified as developmental is classified as such for a period of no longer than 12 months. However, for purposes of the tables below, developmental facilities have been classified as such for all reporting periods. Between January 1, 2003 and March 31, 2006 we completed the following projects that increased our operational capacity: (1) 2004 — one new facility (40 units) and two additions (46 units), (2) 2005 — three new facilities (150 units) and five additions (96 units), (3) 2006 — one addition (16 units). As a result, these facilities constitute the "developmental" facilities in the tables below. All facilities that are not developmental are considered mature facilities, including all of the 177 facilities that we acquired in connection with the acquisition of Historic ALC.

All Continuing Facilities

The following table sets forth our occupancy percentages for the past five quarters and for full years 2003 through 2005 for all mature and developmental continuing facilities whose results are reflected in our audited combined financial statements:

	Occupancy Percentage							
	First Quarter 2006	First Quarter 2005(2)	Second Quarter 2005	Third Quarter 2005	Fourth Quarter 2005	Full Year 2005(1,2)	Full Year 2004(1)	Full Year 2003(1)
EHSI Facilities:								
Mature	84.1%	83.8%	85.4%	85.5%	84.7%	84.9%	83.9%	87.0%
Developmental	60.4%	92.3%	67.6%	61.3%	57.5%	66.2%	94.0%	96.3%
Total EHSI	77.8%	85.0%	82.0%	80.0%	77.7%	81.0%	85.3%	88.4%
ALC Facilities	85.9%	90.1%	89.2%	88.8%	87.7%	88.9%	—%	—%
Total Facilities:								
Mature	85.6%	88.8%	88.7%	88.3%	87.3%	88.3%	83.9%	87.0%
Developmental	60.4%	92.3%	67.6%	61.3%	57.5%	66.2%	94.0%	96.3%
Total Facilities	84.3%	88.9%	87.9%	87.2%	85.8%	87.3%	85.3%	88.4%

(1) Comparability to periods in 2005 is limited because data for 2003 and 2004 does not include the 177 assisted living facilities acquired upon the acquisition of Historic ALC on January 31, 2005.

(2) The data for ALC for the two month period ended March 31, 2005 has been reflected in the above table as if it were for the three month period. The percentage would not change if presented for the two month period.

From the fourth quarter of 2005 to the first quarter of 2006, mature total occupancy decreased from 87.3% to 85.6%, primarily due to occupancy declines in our ALC portfolio. Occupancy percentages for all mature and developmental facilities decreased from 85.8% in the fourth quarter of 2005 to 84.3% for the first quarter of 2006. This decrease was the result of our strategy to increase our percentage of private mix and residents with lower care needs and establish a lower Medicaid census. However, occupancy in our developmental facilities increased from 57.5% to 60.4% from the fourth quarter of 2005 to the first quarter of 2005.

During 2005, we saw a decline from the first quarter of 2005 to the fourth quarter of 2005 in our occupancy for mature facilities from 88.8% to 87.3%. The decline in our occupancy percentage during 2005 occurred primarily in our ALC portfolio where occupancy decreased from 90.1% to 87.7% and was due to a focused effort to increase private rates closer to market for both existing and new residents. Occupancy declined from 92.3% to 57.5% for EHSI's developmental facilities, as a result of the opening of new facilities during the year.

Occupancy percentages were lower generally in 2005 and 2006 as a result of our not having a residential care license in our Historic ALC facilities in the state of Indiana, which impeded us from attracting and maintaining residents. Although the Residential Care license for the state was obtained during the fourth quarter of 2005, in certain facilities, we are still implementing the balance of staffing and procedures in order to offer full services under the Residential Care license. Occupancy in the state of Indiana was 69% for the first quarter of 2006 compared to 88% in our facilities outside of the state of Indiana. Below is a summary of the licensure change we made in Indiana.

Historic ALC owned and operated 20 assisted living facilities in Indiana. When constructed, these properties did not meet certain building requirements that would have allowed the facilities to operate under State of Indiana Residential Care license. Due to the building deficiencies, the facilities initially operated under the State of Indiana Independent Care license, or Care license. The primary differences between the Residential Care and Care license are restrictions on resident medication assistance and management. Under Residential Care license, the provider is allowed to manage, assist, secure, and distribute prescription medications to the resident, whereas under the Care license, the provider is only allowed to "assist" the resident with their self — medication needs. In the State of Indiana, "assist" means reading labels and opening pharmaceutical containers, but does not include pharmacy management, including the passing of medications to the resident. As a result, Historic ALC found itself unable to admit residents who were in need of pharmacy management as part of their plan of care. In addition, a resident who was admitted as independent for self medication purposes, but later developed medication assistance needs during their stay with Historic ALC, was required to be discharged to an appropriately licensed provider. In addition, due to the pharmacy management restrictions, the Care license does not qualify a provider to accept residents whose payment source is under the Indiana Medicaid Waiver program. As a result, the Care license created a census challenge in a state where the average occupancy for assisted living facilities was 70.2% in 2005.

In 2003, Historic ALC commenced an initiative to receive a Residential Care license in each of its Indiana assisted living facilities that required us to make numerous building modifications, including the adding of fire walls in attic spaces. We completed those modifications during 2004 and 2005 and by May 2005, seven of the facilities obtained a Residential Care license. In the three months ended December 31 2005, the remaining 13 facilities were granted a Residential Care license. We have also obtained Medicaid Waiver licensure status in four of the assisted living facilities. We continue to evaluate whether to seek Medicaid licensure in the remainder of the properties based upon market and other factors.

Same Facility Basis

The following table sets forth the occupancy percentages outlined above on a same facility basis.

	Occupancy Percentage							
	First Quarter 2006	First Quarter 2005(2)	Second Quarter 2005	Third Quarter 2005	Fourth Quarter 2005	Full Year 2005(1,2)	Full Year 2004(1)	Full Year 2003(1)
EHSI Facilities:								
Mature	84.1%	83.8%	85.4%	85.5%	84.7%	84.9%	83.9%	87.0%
Developmental	75.3%	92.3%	75.9%	76.9%	78.1%	80.0%	94.0%	96.3%
Total EHSI	82.4%	85.0%	83.8%	83.9%	83.5%	84.0%	85.3%	88.4%
ALC Facilities	85.9%	90.1%	89.2%	88.8%	87.7%	88.9%	—%	—%
Total Facilities								
Mature	85.6%	88.8%	88.7%	88.3%	87.3%	88.25%	83.9%	87.0%
Developmental	75.3%	92.3%	75.9%	76.9%	78.1%	80.0%	94.0%	96.3%
Total Facilities	85.2%	88.9%	88.3%	87.9%	87.0%	87.9%	85.3%	88.4%

(1) Comparability to periods in 2005 is limited because data for 2003 and 2004 does not include the 177 assisted living facilities acquired upon the acquisition of Historic ALC on January 31, 2005.

(2) The data for ALC for the two month period ended March 31, 2005 has been reflected in the above table as if it was for the three month period. The percentage would not change if presented for the two month period.

From the fourth quarter of 2005 to the first quarter of 2006, mature total occupancy decreased from 87.3% to 85.6%, primarily due to occupancy declines in our ALC portfolio. Occupancy percentages for all mature and developmental facilities decreased from 87.0% in the fourth quarter of 2005 to 85.2% in the first quarter of 2006. This decrease, as outlined above, was the result of a strategy to increase our private mix and residents with lower care needs and establish a lower Medicaid census. Occupancy in our facilities with additions also decreased from 78.1% in the fourth quarter of 2005 to 75.3% in the first quarter of 2006.

During 2005, we saw a decline in our occupancy rates for mature facilities from 88.8% in the first quarter of 2005 to 87.3% in the fourth quarter of 2006. The decline in census during 2005 occurred primarily in our ALC portfolio where occupancy decreased from 90.1% to 87.7% and was attributed to our focused effort to increase the level of private rates closer to market for both existing and new resident. Occupancy declined from 92.3% to 78.1% for facilities with added capacity as a result of the completed additions during the year.

Average Revenue Rate by Payor Source

All Continuing Facilities

The following table sets forth our average daily revenue rate for the past five quarters and for full years 2003 through 2005 for both private and Medicaid payors for all of the continuing facilities whose results are reflected in our historical audited combined financial statements:

	Average Daily Revenue Rate							
	First Quarter 2006	**First Quarter 2005(2)**	**Second Quarter 2005**	**Third Quarter 2005**	**Fourth Quarter 2005**	**Full Year 2005(1,2)**	**Full Year 2004(1)**	**Full Year 2003(1)**
EHSI facilities:								
Private Pay	$86.96	$81.72	$81.43	$82.35	$82.07	$81.90	$78.12	$74.95
Medicaid	61.15	55.18	55.10	55.21	56.08	55.41	54.81	45.19
Total	83.45	78.82	78.74	79.49	79.12	79.05	75.77	72.16
ALC facilities:								
Private Pay	99.80	87.35	91.30	92.39	92.93	91.32	—	—
Medicaid	64.29	63.50	62.04	62.32	63.27	62.71	—	—
Total	88.17	79.82	81.71	82.32	83.02	81.89	—	—
Total facilities:								
Private Pay	96.97	85.77	89.20	90.20	90.53	89.15	78.12	74.95
Medicaid	64.03	62.72	61.62	61.88	62.79	62.21	54.81	45.19
Total	$87.32	$79.59	$81.21	$81.83	$82.34	$81.37	$75.77	$72.16

(1) Comparability to periods in 2005 is limited because data for 2003 and 2004 does not include the 177 assisted living facilities acquired upon the acquisition of Historic ALC on January 31, 2005.

(2) Includes data for Historic ALC for only two months, as data from the Historic ALC's 177 assisted living facilities is included beginning February 1, 2005. The figures would not change if presented for the two month period.

The private pay revenue rate increased 7.1% in the first quarter 2006 compared to the fourth quarter 2005 primarily as a result of annual rate increases that occur on January 1st for all private residents. Our Medicaid rates also increased 2% due to rate increases received from the majority of our states. The private pay revenue rate increased 13.1% in the first quarter 2006 compared to the first quarter 2005, due to 15.8% rate increases achieved in the ALC portfolio. Historic ALC had offered discounts for accommodation and levels of care fees to residents to increase occupancy levels. However, since we acquired Historical ALC, we have identified opportunities to increase our accommodation and levels of care fees to market rates in the communities that ALC serves and made concerted efforts to move existing residents to those market rates and only admit residents at those market rates. However, as noted above, this effort also contributed to the lower ADC and occupancy rates. Nonetheless, our overall revenues increased as a result of this strategy.

During 2005, we increased our total revenue rate 4.7% primarily through private rate increases of 7.2%, the majority of which was in our ALC portfolio. Prior to 2005, EHSI experienced 5.6%, 4.3% and 5.0% total revenue rate increases when comparing the three months ended March 31, 2006 to the three months ended March 31, 2005, the 2005 to the 2004 year and the 2004 to the 2003 year, respectively.

Number of Facilities Under Operation

The following table sets forth the number of facilities under operation:

	As of March 31, 2006	As of December 31, 2005	As of December 31, 2004	As of December 31, 2003
Owned (Note 1)	151	155	31	33
Under capital lease	5	5	—	—
Under operating leases	50	51	1	1
Total under operation	206	211	32	34
Percent of facilities:				
Owned	73.3%	73.4%	96.9%	97.1%
Under capital leases	2.4%	2.4%	—%	—%
Under operating leases	24.3%	24.2%	3.1%	2.9%
	100.0%	100.0%	100.0%	100.0%

(1) Includes 29 assisted living properties that EHSI owned as of March 31, 2006. Of the 29 assisted living facilities, 14 have been transferred between March 31, 2006 and June 2006. EHSI has agreed to sell the remaining facilities to ALC, subject only to the receipt from local planning commissions of approval to subdivide the facilities. We have leased these facilities from EHSI in the interim.

EBITDA and EBITDAR

The following table sets forth a reconciliation of income from continuing operations before income taxes and cumulative effect of changes in accounting principle and EBITDA and EBITDAR.

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
Income from continuing operations before income taxes	$ 5,667	$2,644	$20,829	$3,001	$2,708
Add:					
Depreciation and amortization	4,123	2,390	14,750	3,281	3,032
Interest expense, net	2,830	2,452	11,603	1,738	2,698
Loss on early retirement of debt	—	—	—	647	—
EBITDA	12,620	7,486	47,182	8,667	8,438
Add: Lease expense	3,488	2,348	12,852	66	73
EBITDAR	$16,108	$9,834	$60,034	$8,733	$8,511

The following table sets forth the calculations of EBITDA and EBITDAR percentages:

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
Revenues	$56,776	$37,665	$204,949	$33,076	$31,177
EBITDA	$12,620	$ 7,486	$ 47,182	$ 8,667	$ 8,438
EBITDAR	$16,108	$ 9,834	$ 60,034	$ 8,733	$ 8,511
EBITDA as percent of total revenue	22.2%	19.9%	23.0%	26.2%	27.1%
EBITDAR as percent of total revenue	28.4%	26.1%	29.3%	26.4%	27.3%

EBITDA, as a percentage of total revenues, decreased to 23.0% in 2005 from 26.2% in 2004 and 27.1%. This decrease in EBITDA was primarily attributable to lease costs. ALC leased 50 of its assisted living facilities, whereas EHSI had only one leased assisted living facility, resulting in lease expense increasing from 0.2% to 6.3% of total revenues between 2004 and 2005. Both general and administrative expenses and operating expenses, as a percentage of revenues, decreased as a result of the ALC acquisition. Between the March 2005 and March 2006 quarters, EBITDA and the EBITDA percentage, increased from $7.5 million and 19.9%, to $12.6 million and 22.2% percentage, respectively.

EBITDAR, as a percentage of total revenues increased from 26.4% in 2004 to 29.3% in 2005 as a result of the synergies resulting from the consolidation of EHSI and Historic ALC operations. In addition, EBITDAR increased from 26.1% in the three months ended March 31, 2005 to 28.4% in the three months ended March 31, 2006. Lower EBITDAR in the three months ended March 31, 2006 compared to full year 2005 was attributable in part to higher energy costs due to the winter period and a decline in private and total census.

Please see "— Business Overview — Key Performance Indicators — EBITDA and EBITDAR" above for a discussion of our use of EBITDA and EBITDAR and a description of the limitations of such use.

Results from Operations:

Three Months Ended March 31, 2006 Compared with the Three Months Ended March 31, 2005

The following table sets forth details of our revenues and income as a percentage of total revenues:

	Three Months Ended March 31,	
	2006	2005
Revenues	100.0%	100.0%
Operating costs	65.5	68.0
General and administrative costs	6.1	5.9
Lease, depreciation and amortization	13.4	12.6
Interest expense, net	5.0	6.5
Income from continuing operations	10.0	7.0
Income tax expense	3.9	2.7
Net income from continuing operations before income taxes	6.1	4.3
Loss from discontinued operations before income taxes	(3.4)	(0.5)
Income tax benefit on discontinued operations	(1.4)	(0.2)
Net loss from discontinued operations	(2.0)	(0.3)
Net income	4.1	4.0

Revenues

Revenues in the three months ended March 31, 2006 increased $19.1 million, or 50.7%, to $56.8 million from $37.7 million in the three months ended March 31, 2005. Revenues increased $18.0 million as a result of the acquisition of Historic ALC. Revenues from other facilities increased $1.1 million, or 13.0%, due to an average rate increase of 9.7% and an increase in ADC in the period related to the opening during 2005 of three newly-constructed facilities (150 units) and the opening during 2005 and 2006 of 112 newly-constructed units at four existing facilities.

Operating Costs

Operating costs increased $11.6 million, or 45.3%, in the three months ended March 31, 2006 compared to the three months ended March 31, 2005. Operating costs increased $11.3 million as a result of the acquisition of Historic ALC. Operating costs at other facilities increased $0.3 million, or 5.1%.

General and Administrative Costs

General and administrative costs increased $1.2 million, or 55.1%, in the three months ended March 31, 2006 compared to the three months ended March 31, 2005. The increase was primarily due to the acquisition of Historic ALC.

Lease Costs, Depreciation and Amortization

Lease costs increased $1.1 million to $3.5 million in the three months ended March 31, 2006 compared to the three months ended March 31, 2005 as a result of the acquisition of Historic ALC, which added 55 leased facilities. Depreciation and amortization increased $1.7 million to $4.1 million in the three months ended March 31, 2006 compared to $2.4 million in the three months ended March 31, 2005. This increase was primarily due to the acquisition of Historic ALC, and includes the amortization of customer relationship intangibles, totaling $0.5 million.

Interest Expense, Net

Interest expense, net of interest income, increased $0.4 million to $2.8 million in the three months ended March 31, 2006 compared to the three months ended March 31, 2005 due to the acquisition of Historic ALC.

Net Income from Continuing Operations before Income Taxes

Net income from continuing operations before income taxes for the three months ended March 31, 2006 was $5.7 million compared to $2.6 million for the three months ended March 31, 2005 due to the reasons described above.

Income Taxes

Income tax expense for the three months ended March 31, 2006 was $2.2 million compared to $1.0 million for the three months ended March 31, 2005. Our effective tax rate was 38.6% for the three months ended March 31, 2006 compared to 38.1% for the three months ended March 31, 2005.

Net Income from Continuing Operations

Net income from continuing operations for the three months ended March 31, 2006 was $3.5 million compared to $1.6 million for the three months ended March 31, 2005 due to the reasons described above.

Loss from Discontinued Operations

The loss from discontinued operations before income taxes was $1.9 million in the three months ended March 31, 2006 compared to $0.2 million in the three months ended March 31, 2005. The increase was due to a $1.7 million loss from impairment of long-lived assets relating to a facility in Texas that we decided in March 2006 to close and sell. Discontinued operations also included operations of two facilities in Washington and one facility in Oregon. All these facilities were discontinued due to poor financial performance.

Net Income

Net income for the three months ended March 31, 2006 was $2.3 million compared to $1.5 million for the three months ended March 31, 2006 due to the reasons described above.

Three Year Financial Comparative Analysis

The following table sets forth details of our revenues and income as a percentage of total revenues:

	Year Ended December 31,		
	2005	2004	2003
Revenues	100.0%	100.0%	100.0%
Operating costs	67.4	72.1	71.1
General and administrative costs	3.3	1.5	1.6
Lease, depreciation and amortization	13.5	10.1	10.0
Interest expense, net	5.6	5.2	8.6
Loss on retirement of debt	—	2.0	—
Income from continuing operations	10.2	9.1	8.7
Income tax expense	4.0	3.5	3.3
Net income from continuing operations	6.2	5.6	5.4
Loss from discontinued operations, net of tax	(0.2)	(0.7)	(2.0)
Net income	6.0%	4.9%	3.4%

Year Ended December 31, 2005 Compared with Years Ended December 31, 2004 and 2003

Revenues

Revenues increased $171.9 million in 2005 to $204.9 million from $33.1 million in 2004. Revenue increased by $169.1 million due to the acquisition of Historic ALC on January 31, 2005. Revenues from other assisted living facilities increased $2.8 million, or 8.4%. Revenues increased $1.9 million, or 6.1%, in 2004 to $33.1 million from $31.2 million in 2003 due primarily to annual rate increases and an increase in census.

Operating Costs

Operating costs increased $114.4 million in 2005 to $138.1 million from $23.8 million in 2004 due primarily to the acquisition of Historic ALC. Operating costs increased by $112.6 million due to the acquisition of Historic ALC. Operating costs for other assisted living facilities increased $1.8 million, or 7.4%. Operating costs increased $1.6 million, or 7.2% in 2004 to $23.8 million from $22.2 million in 2003 due primarily to an increase in census.

General and Administrative Costs

General and administrative costs increased $6.3 million in 2005 to $6.8 million from $0.5 million in 2004 due primarily to the acquisition of Historic ALC. General and administrative costs were $0.5 million both in 2004 and 2003.

Lease Costs, Depreciation and Amortization

Lease costs increased $12.8 million in 2005 to $12.9 million as a result of the acquisition of Historic ALC that as a result we acquired 55 leased facilities. Depreciation and amortization increased $11.5 million in 2005 to $14.8 million primarily due to the acquisition of Historic ALC, and includes the amortization of $1.9 million for ALC customer relationships. Lease costs were $0.1 million in both 2004 and 2003. Depreciation and amortization increased $0.3 million in 2004 compared to 2003.

Interest Expense, Net

Interest expense, net of interest income, increased $9.9 million in 2005 to $11.6 million due to the acquisition of ALC. Interest expense, net of interest income, decreased $1.0 million in 2004 compared to 2003. The indebtedness and the associated interest was less in 2004 due to EHSI's lower debt balances.

Loss on Refinancing and Retirement of Debt

There was no loss in 2005 or 2003, but a $0.6 million loss was allocated in 2004 relating to the early retirement of EHSI debt.

Net Income from Continuing Operations before Income Taxes

Net income from continuing operations for 2005 was $20.8 million compared to $3.0 million in 2004 and $2.7 million in 2003 due to the reasons described above.

Income Taxes

Income tax expense for 2005 was $8.1 million compared to $1.1 million in 2004 and $1.0 million in 2003. Our effective tax rate was 39.0% in 2005 compared to 37.9% in 2004 and 37.4% in 2003.

Net Income from Continuing Operations

Net income from continuing operations for 2005 was $12.7 million compared to $1.9 million in 2004 and $1.7 million in 2003 due to the reasons described above.

Loss from Discontinued Operations

The loss from discontinued operations before income taxes was $0.7 million in 2005 compared to $0.4 million in 2004 and $1.0 million in 2003. The 2005 loss included operations from two facilities in Washington, one facility in Oregon and one facility in Texas. The 2004 loss included the same facilities as for 2005 plus operations from three facilities in Arkansas and one facility in Ohio. These facilities were discontinued due to poor financial performance.

Net Income

Net income for 2005 was $12.3 million compared to $1.6 million for 2004 to $1.1 million for 2003. The increase in net income was due to the reasons described above.

Related Party Transactions

Transactions with Shareholder and Affiliates

Prior to our separation from Extendicare, we insured certain risks with Laurier Indemnity Company, Ltd. an affiliated insurance subsidiary of Extendicare and third party insurers. The combined statements of income for 2005, 2004 and 2003 include intercompany insurance premium expenses of $704,000, $58,000 and $41,000, respectively. The combined statements of income for the three months ended March 31, 2006 and 2005 include intercompany insurance premium expenses of $153,000 and $72,000, respectively.

Prior to our separation from Extendicare, we purchased computer hardware and software support services from Virtual Care Provider, Inc., a subsidiary of Extendicare. The annual cost of services was based on agreed upon rates that, we believe, approximated market rates, and was $985,000, $267,000 and $272,000 for 2005, 2004 and 2003, respectively. In addition, we purchased payroll and benefits, financial management and reporting, legal, human resources and reimbursement services from EHSI. The annual cost was based upon actual incremental costs of the services provided and was $670,000, $238,000, $231,000 in 2005, 2004 and 2003, respectively. The combined statements of income for the three months ended March 31, 2006 and 2005 include intercompany information technology, accounting and administrative support charges of $685,000, $242,000, respectively.

Prior to our separation from Extendicare, EHSI's U.S. parent company, Extendicare Holdings Inc., or EHI, was responsible for all U.S. federal tax return filings and therefore we incurred charges (payments) from (to) EHI for income taxes. Accordingly, we had balances due to EHSI, who in turn had balances due to EHI, in each of the three years 2005, 2004 and 2003. Advances made and outstanding in respect of federal tax payments and other sundry working capital advances were non-interest bearing.

EHSI's has also borrowed under its line of credit to fund the purchase of Historic ALC and for other reasons related to our assisted living facilities. Please see "— Liquidity and Capital Resources — Debt Instruments" below for a description of the EHSI credit facility and related transactions.

Balances Due to Shareholder and Affiliates

Affiliate	Purpose	As of March 31, 2006	As of December 31, 2005	2004
		(In thousands) Receivable (payable)		
Current assets:				
Extendicare Holdings, Inc.	Deferred federal income taxes	$ 9	$ 350	$ 352
Extendicare Health Services, Inc.	Working capital advances	—	76	—
		9	426	352
Current liabilities:				
Extendicare Holdings, Inc.	Federal income taxes	$ (998)	$ —	$ —
Extendicare Health Services, Inc.	Working capital advances	(3,527)	—	—
		(4,525)	—	—
Long-term liabilities:				
Extendicare Holdings, Inc.	Deferred federal income taxes	(3,224)	(3,324)	(1,137)
Extendicare Health Services, Inc.	Interest-bearing advances	(40,718)	(47,218)	—
		(43,942)	(50,542)	(1,137)
		$(48,458)	$(50,116)	$ (785)

Liquidity and Capital Resources

Three Months Ended March 31, 2006 Compared with Three Months Ended March 31, 2005

Sources and Uses of Cash

We had cash and cash equivalents of $9.3 million at March 31, 2006 compared to $6.4 million at December 31, 2005. The table below sets forth a summary of the significant sources and uses of cash:

	Three Months Ended March 31, 2006	2005
	(In thousands)	
Cash provided by operating activities	$11,983	$ 8,279
Cash used in investing activities	(2,260)	(144,120)
Cash provided by (used in) financing activities	(6,819)	140,326
Increase in cash and cash equivalents	2,904	4,485

Cash flow from operating activities was $12.0 million in the three months ended March 31, 2006 compared to $8.3 million in the three months ended March 31, 2005. The increase of $3.7 million was primarily a result of the acquisition of Historic ALC, since cash flow from Historic ALC is only for the two months of the three month period ended March 31, 2005.

Our working capital decreased $1.0 million in the three months ended March 31, 2006 compared to December 31, 2005, primarily relating to a $6.5 million repayment of the interest-bearing advance due to EHSI, partially offset by an increase in cash and cash equivalents.

It is not unusual for us to operate in the position of a working capital deficit because our revenues are collected more quickly, often in advance, than our obligations are required to be paid. This can result in a low level of current assets to the extent cash has been deployed in business development opportunities or used to pay off longer term liabilities. As discussed below, we plan to have a line of credit in place following our separation from Extendicare.

Property and equipment decreased $4.8 million in the three months ended March 31, 2006 compared to December 31, 2005. Property and equipment decreased by (i) $3.5 million from depreciation expense, (ii) $1.7 million resulting from a provision for impairment of long-lived assets, and (iii) $1.8 million as a result of the reclassification of assets held for sale. These decreases were partially offset by increases of (i) $1.4 million due to normal capital expenditures, and (ii) $0.8 million from new construction projects.

Total long-term debt, including both current and long-term maturities of debt, was $130.9 million as of March 31, 2006 compared to $131.5 million at December 31, 2005. In addition, as of March 31, 2006, we owed EHSI $40.7 million compared to $47.2 million as of December 31, 2005. The decrease was due to a prepayment of $6.5 million. This bears interest at 6% and is due in January 2010, but can be prepaid at any time. We expect that this loan will be converted into equity at the time of our separation from Extendicare.

Cash used in investing activities was $2.3 million for the three months ended March 31, 2006 compared to $144.1 million in the three months ended March 31, 2005. The three months ended March 31, 2005 included a net payment of $137.7 million for the acquisition of ALC and there was no similar payment in the three months ended March 31, 2006. Payments for new construction projects were $0.8 million for the three months ended March 31, 2006 compared to $5.2 million for the three months ended March 31, 2005.

Cash used in financing activities was $6.8 million for the three months ended March 31, 2006 compared to cash provided by financing activities of $140.3 million in the three months ended March 31, 2005. A capital contribution of $80.0 million was received from EHSI and debt proceeds of $60.0 million were also received in the three months ended March 31, 2005 to finance the ALC acquisition. In the three months ended March 31, 2006, a $6.5 million prepayment was made to EHSI to reduce the balance of debt owed to it.

Three Year Financial Comparative Analysis

Sources and Uses of Cash

We had cash and cash equivalents of $6.4 million at December 31, 2005 compared to $0.1 million at December 31, 2004 and $0.2 million as of December 31, 2003. The table below sets forth a summary of the significant sources and uses of cash:

	Year Ended December 31,		
	2005	2004	2003
	(In thousands)		
Cash provided by operating activities	$ 28,762	$ 4,818	$ 5,224
Cash used in investing activities	(158,966)	(10,471)	(3,690)
Cash provided by (used in) financing activities	136,524	5,547	(2,172)
Increase (decrease) in cash and cash equivalents	6,320	(106)	(638)

Cash flow from operating activities was $28.8 million in 2005 compared to $4.8 million in 2004 and $5.2 million in 2003. Comparing 2005 with 2004, the increase of $24.0 million was primarily a result of the acquisition of Historic ALC.

Our working capital decreased by $9.9 million, $0.1 million and $0.7 million for 2005, 2004 and 2003, respectively. The 2005 decrease related primarily to the acquisition of Historic ALC. The decreases for 2004 and 2003 related primarily to the use of cash for new construction projects.

Property and equipment increased by $305.0 million in 2005. Property and equipment increased by (i) $283.7 million from the acquisition of Historic ALC, (ii) $12.8 million due to a capital lease recorded pursuant to the modification of our lease with Assisted Living Facilities, Inc., or ALF, an unrelated party, (iii) $15.2 million from new construction projects, and (iv) $5.8 million due to normal capital expenditures. These decreases were partially offset by depreciation expense of $12.4 million and other items of $0.1 million.

Total long-term debt, including current and long-term maturities, increased by $131.5 million during 2005. This increase included $143.6 million of debt assumed in the acquisition of ALC, a capital lease obligation of $12.8 million recorded pursuant to the modification of our lease with ALF and $60.0 million of debt from borrowings under EHSI's credit facility. These increases were partially offset by decreases of (i) $34.0 million due to termination and repayment of the ALC GE Capital term loan, (ii) $22.0 million due to prepayment of variable rate revenue bonds, (iii) $21.6 million due to payments of borrowings under the EHSI credit facility, and (iv) $7.3 million in other debt payments and other items. The ALC GE Capital term loan of $34.0 million and $22.0 million in variable rate revenue bonds were repaid using cash of $5.0 million and advances of $51.0 million from EHSI. In December 2005, we repaid $3.8 million of this advance to reduce the balance due to EHSI to $47.2 million at December 31, 2005. The advance to EHSI bears interest at 6% and is due in January 2010, but can be prepaid at any time. Upon our separation from Extendicare, the loan to EHSI will be converted into equity.

Cash used in investing activities was $159.0 million, $10.5 million and $3.7 million for 2005, 2004 and 2003 respectively. The increase of $148.5 million in investing activities between 2004 and 2005 was due to(i) the acquisition of Historic ALC which resulted in a net payment of $138.1 million, (ii) increased capital expenditures for construction projects of $2.5 million, (iii) increased normal capital expenditures of $4.3 million resulting from the greater number of facilities after the acquisition of Historic ALC, (iv) an increase of $3.7 million relating to proceeds received in 2004 from the sale of three Arkansas facilities, and (v) other decreases of $0.1 million. The increase in investing activities between 2003 and 2004 of $6.8 million was the result of increased capital expenditures for new construction projects of $9.7 million, other increases of $0.8 million, and a decrease of $3.7 million relating to proceeds received in 2004 from the sale of three Arkansas facilities.

Cash provided by financing activities was $136.5 million for 2005 and $5.5 million for 2004 compared to cash used by financing activities of $2.2 million in 2003. For 2005, cash provided by financing activities included: (i) a capital contribution of $101.6 million received from EHSI to finance the acquisition of Historic ALC, (ii) debt proceed of $60.0 million to finance the acquisition of Historic ALC, (iii) an interest-bearing advance of $51.0 million received from EHSI to enable us to repay debt as mentioned above, (iv) other capital contributions of $9.5 million from EHSI primarily to finance new construction projections, and (v) other items of $2.6 million. These amounts were partially offset by payments of long-term debt of $84.4 million and repayment of interest-bearing advance of $3.8 million. The only financing activities for 2004 and 2003 were capital contributions from EHSI and capital distributions to EHSI.

Debt Instruments

Summary of Long-Term Debt

	Interest Rate(1)	March 31, 2006	December 31, 2005	December 31, 2004
		(In thousands)		
6.24% Red Mortgage Capital Note due 2014	6.51%	$ 36,367	$ 36,533	$—
DMG Mortgage notes payable, interest rates ranging from 7.58% to 8.65%, due 2008	6.01%	26,981	27,263	—
Capital lease obligations, interest rates ranging from 2.84% to 13.54%, maturing through 2009	6.36%	12,126	12,222	—
Oregon Trust Deed Notes, interest rates ranging from 0.25% to 10.90%, maturing from 2020 through 2026	6.75%	9,425	9,483	—
HUD Insured Mortgages, interest rates ranging from 7.40% to 7.55%, due 2036	6.89%	7,655	7,673	—
Term Loan due 2010 under EHSI Credit Facility, at variable interest rates	6.02%	38,352	38,352	—
Long-term debt before current maturities		130,906	131,526	—
Less current maturities		2,972	2,925	—
Total long-term debt		$127,934	$128,601	$—

(1) Interest rate is effective interest rate as of December 31, 2005. Interest rates were the same at March 31, 2006 as at December 31, 2005, except that the interest rate on the Term Loan due 2010 was 6.31% at March 31, 2006. The above summary of long-term debt excludes the loan due to EHSI of $47.2 million as of December 31, 2005. The effective interest rate is determined as the cost of interest to the recorded fair value of the debt instrument.

6.24% Red Mortgage Capital Note due 2014

The Red Mortgage Capital Note has a fixed interest rate of 6.24%, with a 25-year principal amortization, and is secured by 24 assisted living facilities. The Red Mortgage Capital Note was entered into by subsidiaries of Historic ALC and is subject to a limited guaranty by ALC. The Red Mortgage Capital Note will remain in place post separation.

DMG Mortgage Notes Payable due 2008

DMG Mortgage Notes Payable ("DMG Notes") includes three fixed rate notes that are secured by 13 assisted living facilities located in Texas, Oregon and New Jersey. The DMG Notes were entered into by subsidiaries of Historic ALC and are subject to a limited guaranty by ALC. These notes collectively require monthly principal and interest payments of $0.2 million, with balloon payments of $11.8 million, $5.3 million and $7.2 million due at maturity in May, August and September 2008, respectively. These loans bear interest at fixed rates ranging from 7.58% to 8.65%. The DMG Notes will remain in place post separation.

Capital Lease Obligations

In March 2005, we amended lease agreements with ALF, relating to five assisted living facilities located in Oregon. The amended lease agreements provide us with an option to purchase the facilities in 2009 at a fixed price. The option to purchase was determined to be a bargain purchase price, requiring that the classification of these leases be changed from operating to capital. As a result, a capital lease obligation of $12.8 million was recorded, which represents the estimated market value of the properties as of the lease amendment date and also approximates the present value of future payments due under the lease agreements, including the purchase option payment. The option to purchase must be exercised prior to July 1, 2009 with closing on or about December 31, 2009.

Oregon Trust Deed Notes

The Oregon Trust Deed Notes ("Oregon Revenue Bonds") are secured by buildings, land, furniture and fixtures of six Oregon assisted living facilities of Historic ALC. The notes are payable in monthly installments including interest at effective rates ranging from 0.25% to 10.9%.

Under debt agreements relating to the Oregon Revenue Bonds, we are required to comply with the terms of certain regulatory agreements until the scheduled maturity dates of the Oregon Revenue Bonds. Please see "— Revenue Bond Commitments" below for details of the regulatory agreements. The Oregon Revenue Bonds will remain in place post separation.

HUD Insured Mortgages due 2036

The HUD insured mortgages include three separate loan agreements entered into in 2001. The mortgages are each secured by a separate assisted living facility located in Texas. These loans mature between July 1, 2036 and August 1, 2036 and collectively require principal and interest payments of $50,000 per month. The loans bear interest at fixed rates ranging from 7.40% to 7.55% and will remain in place post separation.

Line of Credit

We have access to utilize, subject to certain restrictions, the EHSI's line of credit. As at December 31, 2005 and March 31, 2006 we had not accessed the EHSI's line of credit. Prior our separation from Extendicare, we plan to arrange a separate line of credit. We expect that EHSI's debt will be refinanced in connection with our separation from Extendicare, and that security interests on our assets associated with the EHSI line of credit will be released.

Term Loan Due 2010 under EHSI Credit Facility

EHSI has periodically borrowed under its previous line of credit for reasons related to our assisted living facilities. In January 2005, EHSI borrowed $60.0 million under its credit facility to finance the acquisition of Historic ALC. An allocated portion of these borrowings have been reflected on our historic combined balance sheet as long-term debt. As of December 31, 2005, and March 31, 2006, ALC's allocated share of the term loan under the EHSI credit facility was $38.4 million and is included in ALC's long-term debt. Interest paid to EHSI during 2005 relating to the EHSI term loan was $2.1 million.

Upon our separation from Extendicare, this term loan will not be converted into equity and EHSI will continue to be liable for all of the outstanding amounts under the loan. Although some of our assisted living facilities currently secure EHSI's credit facility, we expect EHSI to obtain a release of these security interests in connection with the refinancing of its credit facility. In addition, neither we nor any of our subsidiaries will guarantee any amounts under the credit facility.

EHSI Long Term Debt

EHSI has two private placements, consisting of Senior and Subordinated Notes, that are secured in part by certain of our assisted living facilities. Upon completion of our separation from Extendicare, we expect that the Senior and Subordinated Notes will be repaid in full, the associated swap and cap agreements will be terminated, and alternative financing arranged by EHSI. We expect that all costs associated with the repayment of the Senior and Subordinated Notes will be borne by EHSI. The cost associated with such repayments is not reflected in our historical combined financial statements or in our unaudited pro forma condensed combined financial statements.

EHSI 6% Advance to ALC

As of December 31, 2005 and March 31, 2006, EHSI had advanced to ALC $47.2 million and $40.7 million, respectively. The EHSI advance is reported on the combined balance sheet as "Due to Shareholders and Affiliates," and separate from long-term debt. On August 4, 2005, EHSI entered into a new credit facility and borrowed the full $86.0 million term loan portion of the facility and also borrowed $13.9 million of the $114.0 million revolving credit portion of the facility. It used the proceeds to repay in full the $64.0 million balance under its former credit facility (including the $60.0 million borrowed for the ALC acquisition) and advanced $34.0 million to ALC to repay ALC's GE Capital term loan that Historic ALC had entered into; the remainder was paid in fees and expenses. In December 2005, EHSI advanced $17.0 million to ALC to repay $21.1 million of indebtedness that Historic ALC had incurred under certain revenue bonds. As a result of these transactions, ALC incurred indebtedness of $51.0 million to EHSI that was subsequently reduced to $47.2 million at December 31, 2005 and further reduced to $40.7 million at March 31, 2006 through prepayments. The advance from EHSI bears interest at 6% and ALC paid interest of $0.9 million to EHSI in 2005 on this advance. Upon the separation transaction, this advance will be converted into equity of ALC.

Principal Repayment Schedule

Principal payments on long-term debt, net of discount and excluding intercompany debt, due within the next five years and thereafter are as follows (dollars in thousands):

2006	$ 2,925
2007	3,115
2008	26,897
2009	30,691
2010	19,889
After 2010	48,009
	$131,526

Letters of Credit

As of December 31, 2005, we had issued $0.8 million in letters of credit secured by cash held as collateral for landlords of certain leased facilities. In addition, we had issued $2.9 million of letters of credit, secured by cash held as collateral for workers compensation claims. The letters of credit are renewed annually and have maturity dates ranging from January 2007 to February 2007.

Off Balance Sheet Arrangements

We have no off balance sheet arrangements.

Cash Management

As of December 31, 2005, we held cash and cash equivalents of $6.4 million. We forecast on a regular monthly basis cash flows to determine the investment periods, if any, of certificates of deposit and monitor daily the incoming and outgoing expenditures to ensure available cash is invested on a daily basis.

Future Liquidity and Capital Resources

We believe that our cash from operations, together with other available sources of liquidity, including borrowings available under the credit facility that we plan to enter prior to the separation, will be sufficient for the next 12 months and beyond to fund operations, anticipated capital expenditures and required payments of principal and interest on our debt post separation. We expect that our credit facility will provide to us the ability to finance acquisition and construction projects to increase our overall capacity and to provide working capital as required for our operations.

Capital Commitments

During 2005, we completed eight construction projects for a total cost of $25.5 million. We have four additional construction projects in progress that will increase operational capacity at four assisted living facilities by 77 units. Total costs incurred through December 31, 2005 on these projects were approximately $2.2 million and purchase commitments of $0.5 million are outstanding. The total estimated cost of the uncompleted projects is approximately $12.5 million.

Accrual for Self-Insured Liabilities

At December 31, 2005, we had an accrued liability for settlement of self-insured liabilities of $1.3 million in respect of general and professional liability claims. Claim payments were $0.3 million in 2005. There was no liability or payments prior to 2005. The accrual for self-insured liabilities includes estimates of the cost of both reported claims and claims incurred but not yet reported. We estimate that $0.3 million of the total $1.3 million liability will be paid within the next twelve months. The timing of payments is not directly within our control, and, therefore, estimates are subject to change in the future. We believe we have provided sufficient provisions for incurred general and professional liability claims as of December 31, 2005.

Revenue Bonds Commitments

We have six ALC assisted living facilities in Oregon that are financed by revenue bonds that mature between 2020 through 2026. Under the terms and conditions of the debt agreements, we are required to comply with the terms of the regulatory agreement until the original scheduled maturity dates for the revenue bonds outlined below. In addition, we financed 15 assisted living facilities located in the States of Washington, Idaho and Ohio with revenue bonds that were prepaid in full in December 2005. The aggregate amount of the revenue bonds upon repayment was $21.1 million. Despite the prepayment of the revenue bonds, under the terms and conditions of the debt agreements, we are required to continue to comply with the terms of the regulatory agreements described below until the original scheduled maturity dates for the revenue bonds. The original scheduled maturity dates were 2018 for the Washington revenue bonds, 2017 for the Idaho revenue bonds, and 2018 for the Ohio revenue bonds.

Under the terms of the debt agreements relating to the Revenue bonds, we are required, among other things, to lease at least 20% of the units of the facilities to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. This condition is required in order to preserve the federal income tax exempt status of the Oregon Revenue Bonds during the term they are held by the bondholders. There are additional requirements as to the age and physical condition of the residents with which we must also comply. We must also comply with the terms of the conditions of the underlying trust deed relating to the debt agreement and report on a periodic basis to the State of Oregon, Housing and Community Services Department, ("OHCS"), for the Oregon revenue bonds, the Washington State Housing Finance Commission, ("WSHFC"), for the Washington revenue bonds, the Ohio Housing Finance Commission, ("OHFC"), for the Ohio revenue bonds, and the Idaho Housing & Community Services, ("IHCS"), for the Idaho revenue bonds. Non-compliance with these restrictions may result in an event of default and cause fines and other financial costs.

In addition, we lease five properties from Assisted Living Facilities, Inc., or ALF, an unrelated party, in Oregon and five properties from LTC Properties, Inc., or LTC, in Washington that were financed through the sale of revenue bonds. We must comply with the terms and conditions contained in related debt agreements and failure to adhere to those terms and conditions may result in an event of default to the lessor and termination of the lease. The leases requires, among other things, that in order to preserve the federal income tax exempt status of the bonds, we are required to lease at least 20% of the units of the facilities to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. There are additional requirements as to the age and physical condition of the residents with which we must also comply. Pursuant to the lease agreements with ALF and LTC, we must comply with the terms and conditions of the underlying trust deed relating to the debt agreement and report on a periodic basis to the OHCS, for the ALF leases, and the WSHFC, for the LTC leases.

Contractual Obligations

Set forth below is a table showing the estimated timing of payments under our contractual obligations as of December 31, 2005. There was no material change from December 31, 2005 to March 31, 2006:

	Payments Due by Year						
	Total	2006	2007	2008	2009	2010	After 2010
	(Dollars in thousands)						
Long-term debt(1)	$119,304	$ 2,535	$ 2,670	$26,392	$19,809	$19,889	$ 48,009
Interest payments	44,516	6,309	6,156	5,226	3,946	3,187	19,692
Operating lease commitments	115,616	13,203	13,066	13,362	13,472	13,643	48,870
Capital lease commitments	12,222	390	445	505	10,882	—	—
New construction purchase commitments	500	500	—	—	—	—	—
Other capital expenditure purchase commitments	1,400	1,400	—	—	—	—	—
Total	$293,558	$24,337	$22,337	$45,485	$48,109	$36,719	$116,571

(1) Excludes intercompany debt of $40.7 million that will be converted to equity at the time of our separation from Extendicare.

(2) Excludes leases with Extendicare for as many as 15 properties that will be leased until planning approval for subdivision of the property is received and ALC purchases the property.

Critical Accounting Policies

Our combined financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP"). For a full discussion of our accounting policies as required by GAAP, refer to the accompanying notes to the combined financial statements. We consider the accounting policies discussed below to be critical to an understanding of our combined financial statements because their application requires significant judgment and reliance on estimations of matters that are inherently uncertain. Specific risks related to these critical accounting policies are described below.

Revenue Recognition and Accounts Receivable

We derive our revenues primarily from providing assisted living accommodation and healthcare services. In 2005, approximately 78% of our revenues were derived from our residents and their families or third party insurers. The remaining revenues are derived from state Medicaid programs whose rates are established for the facility or facilities in the state.

We record accounts receivable at the net realizable value we expect to receive from individual residents and state Medicaid programs. We continually monitor and adjust our allowances associated with these receivables. We evaluate the adequacy of our allowance for doubtful accounts by conducting a specific account review of amounts in excess of predefined target amounts and aging thresholds, which vary by payor type. Provisions are considered based upon the evaluation of the circumstances for each of these specific accounts. In addition, we have established internally-determined percentages for allowance for doubtful accounts that are based upon historical collection trends for each payor type and age of these receivables. Accounts receivable that we estimate to be uncollectible, based upon the above process, are fully reserved for in the allowance for doubtful accounts until they are written off or collected. If circumstances change, for instance due to economic downturn, resulting in higher than expected defaults or denials, our estimates of the recoverability of our receivables could be reduced by a material amount. Our allowance for doubtful accounts for current accounts receivable totaled $0.9 million and $0.1 million at December 31, 2005 and 2004, respectively. Our allowance for doubtful accounts for accounts receivable totaled $0.7 million as at March 31, 2006.

Measurement of Acquired Assets and Liabilities in Business Combinations

We account for acquisitions in accordance with SFAS No. 141, “Business Combinations” and have adopted the guidelines in Emerging Issues Task Force, or EITF, 02-17 for the identification of and accounting for acquired customers, which for us represents resident relationships. In an acquisition, we assess the fair value of acquired assets which include land, building, furniture and equipment, licenses, resident relationships and other intangible assets, and acquired leases and liabilities. In respect of the valuation of the real estate acquired, we calculate the fair value of the land and buildings, or properties, using an “as if vacant” approach. The fair value of furniture and equipment is estimated on a depreciated replacement cost basis. The value of resident relationships and below (or above) market resident contracts are determined based upon the valuation methodology outlined below. We allocate the purchase price of the acquisition based upon these assessments with, if applicable, the residual value purchase price being recorded as goodwill. Goodwill recorded on acquisitions is not a deductible expense for tax purposes. These estimates are based upon historical, financial and market information. Imprecision of these estimates can affect the allocation of the purchase price paid on the acquisition of facilities between intangible assets and liabilities and the properties and goodwill values determined, and the related depreciation and amortization.

Resident relationships represent the assets acquired by virtue of acquiring a facility with existing residents and thus avoiding the cost of obtaining new residents, plus the value of lost net resident revenue over the estimated lease-up period of the property. In order to effect such purchase price allocation, management is required to make estimates of the average facility lease-up period, the average lease-up costs and the deficiency in operating profits relative to the facility’s performance when fully occupied. Resident relationships are amortized on a straight-line basis over the estimated average resident stay at the facility.

Below (or above) market resident contracts represent the value of the difference between amounts to be paid pursuant to the in-place resident contracts and management’s estimate of the fair market value rate, measured over a period of either the average resident stay in the facility, or the period under which we can change the current contract rates to market. The amortization period for the ALC acquisition is 24 months. Amortization of below (or above) market resident contracts are included in revenues in the consolidated statement of income.

Valuation of Assets and Asset Impairment

We record property and equipment at cost less accumulated depreciation and amortization. We depreciate and amortize these assets using a straight-line method for book purposes based upon the estimated lives of the assets. Goodwill represents the cost of the acquired net assets in excess of their fair market values. Pursuant to SFAS No. 142 we do not amortize goodwill and intangible assets with indefinite useful lives. Instead we test for impairment at least annually. Other intangible assets, consisting of the cost of leasehold rights, are deferred and amortized over the term of the lease including renewal options and resident relationships over the estimated average length of stay at the facility. We periodically assess the recoverability of long-lived assets, including property and equipment, goodwill and other intangibles, when there are indications of potential impairment based upon the estimates of undiscounted future cash flows. The amount of any impairment is calculated by comparing the estimated fair market value with the carrying value of the related asset. We consider such factors as current results, trends and future prospects, current estimated market value and other economic and regulatory factors in performing these analyses.

A substantial change in the estimated future cash flows for these assets could materially change the estimated fair values of these assets, possibly resulting in an additional impairment. Changes which may impact future cash flows include, but are not limited to, competition in the marketplace, changes in private and Medicaid rates, increases in wages or other operating costs, increased litigation and insurance costs, and increased operational costs resulting from changes in legislation and regulatory scrutiny and changes in interest rates.

Self-insured Liabilities

Insurance coverage for resident care liability and other risks has become difficult to obtain from independent insurance carriers. We insure certain risks with affiliated insurance subsidiaries of Extendicare and third-party insurers. The insurance policies cover comprehensive general and professional liability, workers' compensation and employer's liability insurance in amounts and with such coverage and deductibles as we deem appropriate, based on the nature and risks of our business, historical experiences, availability and industry standards. We self-insure for health and dental claims, in certain states for workers' compensation and employer's liability for general and professional liability claims up to deductible amounts as defined in our insurance policies.

We accrue our self-insured liabilities based upon past trends and information received from an independent actuary. We regularly evaluate the appropriateness of the carrying value of the self-insured liabilities through an independent actuarial review. Our estimate of the accrual for general and professional liability costs is significantly influenced by assumptions, which are limited by the uncertainty of predicting future events, and assessments regarding expectations of several factors. Such factors include, but are not limited to: the frequency and severity of claims, which can differ materially by jurisdiction; coverage limits of third-party reinsurance; the effectiveness of the claims management process; and the outcome of litigation.

Changes in our level of retained risk, and other significant assumptions that underlie our estimate of self-insured liabilities, could have a material effect on the future carrying value of the self-insured liabilities. Our accrual for self-insured liabilities totaled $1.3 million as of December 31, 2005. We had no accrued liability balance as of December 31, 2004. Our accrual for self-insured liabilities totaled $1.4 million as of March 31, 2006.

Conditional Asset Retirement Obligation

We recognize future asset retirement obligations in accordance with FIN No. 47. Conditional asset retirement obligations refer to a legal obligation to perform an asset retirement activity in which the timing or method of settlement are conditional on a future event that may or may not be in control of the entity. FIN No. 47 requires that either a liability be recognized for the fair value of a legal obligation to perform asset-retirement activities that are conditional on a future event if the amount can be reasonably estimated, or where it can not, that disclosure of the liability exists, but has not been recognized and the reasons why a reasonable estimate can not be made. FIN No. 47 became effective for us as of December 31, 2005 and we recorded in operating expenses in the financial statements for the year ended December 31, 2005 approximately $0.2 million for future asset retirement obligations.

We have determined that a conditional asset retirement obligation exists for asbestos remediation. Though asbestos is not currently a health hazard in our facilities, upon renovation, we may be required to take the appropriate remediation procedures in compliance with state law to remove the asbestos. The removal of asbestos-containing materials includes primarily floor and ceiling tiles from our pre-1980 assisted living facilities. The fair value of the conditional asset retirement obligation was determined as the present value of the estimated future cost of remediation based on an estimated expected date of remediation. This computation is based on a number of assumptions which may change in the future based on the availability of new information, technology changes, changes in costs of remediation, and other factors.

The determination of the asset retirement obligation is based upon a number of assumptions that incorporate our knowledge of the facilities, the asset life of the floor and ceiling tiles, the estimated timeframes for periodic renovations which would involve floor and ceiling tiles, the current cost for remediation of asbestos and the current technology at hand to accomplish the remediation work. These assumptions to determine the asset retirement obligation may be imprecise or be subject to changes in the future. Any change in the assumptions can impact the value of the determined liability and impact our future earnings.

Deferred Tax Assets

Our results of operations are included in the consolidated federal tax return of our U.S. parent company, EHI. Federal current and deferred income taxes payable (or receivable) are determined as if we filed our own income tax returns. Deferred tax assets and liabilities are recognized to reflect the expected future tax consequences attributed to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. We measure deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which we expect those temporary differences to be recovered or settled. We establish a valuation allowance if we determine that it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets depends upon us generating future taxable income during the periods in which those temporary differences become deductible. We consider the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. There was no valuation allowance for net state deferred tax assets at December 31, 2005 or 2004.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Qualitative Disclosures

At December 31, 2005, our long-term debt consisted of fixed-rate debt of $93.2 million and variable-rate debt of $38.4 million. Assuming that the balance of the variable-rate debt remained constant, each one percentage point increase in the six-month LIBOR would result in an annual increase in interest expense, and a corresponding decrease in cash flows, of approximately $0.4 million. Conversely, each one percentage point decrease in the six-month LIBOR would result in an annual decrease in interest expense, and a corresponding increase in cash flows, of approximately $0.4 million.

As of December 31, 2005, we had no derivative instruments. We do not speculate using derivative instruments and do not engage in trading activity of any kind.

Quantitative Disclosures

The table below presents principal, or notional, amounts and related weighted average interest rates by year of maturity for our debt obligations as of December 31, 2005 (dollars in thousands). There were no significant changes in this information from December 31, 2005 to March 31, 2006:

	2006	2007	2008	2009	2010	After 2010	Total	Fair Value Liability (Asset)
LONG-TERM DEBT:								
Fixed Rate	$2,538	$2,732	$26,515	$12,090	$ 1,290	$48,009	$93,174	$93,775
Average Interest Rate	6.34%	6.36%	6.05%	6.38%	6.58%	6.60%	6.40%	
Variable Rate	$ 387	$ 383	$ 382	$18,601	$18,599	—	$38,352	$38,352
Average Interest Rate	6.02%	6.02%	6.02%	6.02%	6.02%	—	6.02%	

The above table incorporates only those exposures that existed as of December 31, 2005, and does not consider those exposures or positions which could arise after that date or future interest rate movements.

BUSINESS

Our Business

We are one of the five largest publicly traded operators of assisted living facilities in the United States, based on total capacity, with 206 assisted living facilities totaling 8,251 units. Our assisted living facilities, or residences, typically consist of 35 to 50 units and offer residents a supportive, home-like setting and assistance with the activities of daily living. Our facilities are purpose-built to meet the special needs of seniors and are located in targeted, middle-market suburban bedroom communities that are selected on the basis of a number of factors, including the size of our target resident pool in the community. We own 151 of our facilities, and the remaining are under long-term leases, giving us significant operational flexibility with respect to our properties. For the three months ended March 31, 2006, the average occupancy rate for our facilities was approximately 84.3% (with mature facilities, defined as facilities with all units open for at least a year, having an occupancy rate of 85.6%), the average combined monthly rate for rent and services was $2,656 per unit and the percentage of our revenue generated from private pay sources was 78.7%.

We plan to grow our revenue and operating income by:

- increasing the overall size of our property portfolio;
- increasing our occupancy rate and the percentage of revenue derived from private pay sources; and
- capitalizing on the efficiencies that larger organizations can achieve in the highly fragmented senior living facility industry.

We plan to grow our property portfolio by making selective acquisitions in markets with favorable private pay demographics and, to a lesser extent, by expanding existing properties to meet any additional private pay demand in markets we currently serve. In addition, we plan to increase demand for our services among private pay residents through a focused sales and marketing effort intended to establish ALC as the provider of choice for residents who value wellness, quality of care and customer service. Because of the size of our operations and the depth of our experience in the senior living industry, we believe we are able to effectively identify and maximize cost efficiencies and to expand our portfolio by investing in attractive assets in our target communities.

We believe we are well positioned to take advantage of the growing demand for senior living facilities. This growing demand is the result of a number of demographic and macro-economic factors, including:

- *An Aging Population.* The population of Americans over the age of 65 is projected to steadily and significantly increase over the next 20 years — both in absolute numbers and as a percentage of the overall population.
- *Cost Containment Pressures.* As life expectancies increase and the size of the elderly population grows, the cost of caring for the elderly also increases. Federal and state governments, as well as private insurers, are increasingly turning to lower cost alternatives to acute care facilities to help contain the increase in these costs.
- *Changing Family Dynamics and Economics.* We believe that an increasing number of families are unwilling or incapable of providing the day-to-day care that the elderly require. However, we believe these families are capable of assisting with the financial support for the elderly to receive the care they need in nursing homes or assisted living facilities.

As a result of these trends, we believe the demand for senior living facilities will continue to increase. Within the senior living industry, we believe that most seniors prefer the home-like setting and lifestyle of assisted living facilities to the institutional setting of nursing facilities and will therefore choose to live in assisted living facilities over nursing facilities for so long as their health and physical condition permit them to do so.

Our Competitive Strengths

Our major competitive strengths are:

Leading Provider of Long-term Care Services. We are one of the five largest publicly traded operators of assisted living facilities in the United States. We operate 206 assisted living facilities, totaling 8,251 units, in 17 states, 151 of which are owned and the remaining 55 of which are leased under long-term leases. The size and breadth of our portfolio, as well as the depth of our experience in the senior living industry, allow us to achieve operating efficiencies that many of our competitors in the highly fragmented senior living industry cannot.

Significant Ownership of Purpose-Built, Attractive and Efficient Facilities. We own 151 assisted living facilities, or 73% of the total number of facilities we operate. We also have the option to purchase another five assisted living facilities from an unrelated landlord in 2009. We believe that owning properties, rather than leasing, increases our operating flexibility by allowing us to:

- refurbish facilities to meet changing consumer demands;
- expand facilities without having to obtain landlord consent; and
- divest facilities and exit markets at our discretion.

In addition, our facilities, which have an average age of approximately nine years, have been specifically built for the needs of senior residents and include features designed to appeal to the senior living community and their decision makers. The majority of our facilities are approximately 40-unit, single story, square shaped buildings with an enclosed courtyard, a mix of studio and one-bedroom apartments and wide hallways to accommodate our residents who use walkers and wheelchairs. The relatively small number of units and the design of our buildings enhances our ability to provide effective security and quality care, while also appealing to seniors who generally prefer easy access to their living quarters, pleasing aesthetics and simplicity of design. Our moderate sized facilities are primarily on a single level and appeal to seniors for mobility and safety reasons and provide them with easy access to common areas and exterior gardens.

Focus on Wellness, Quality of Care and Customer Service. The staffing model of our facilities emphasizes the importance we place on delivering high quality care to our residents, with a particular emphasis on preventative care and wellness. Each of our facilities staffs a full-time registered nurse who supervises the clinical plans and health services for our residents. At each facility, we organize and oversee a variety of social and recreational activities that promote wellness and education regarding preventative healthcare measures. Furthermore, at almost all of our facilities, we employ a minimum of two staff members at all times to ensure that we meet the healthcare and security needs of our residents.

Facility Portfolio in Targeted Locations. Most of our facilities are located in middle-market, suburban bedroom communities with populations typically ranging from 10,000 to 40,000. We have targeted these communities based on their demographic profile, the average wealth of the population and the cost of operating in the community. Focusing on smaller, middle-market suburban communities permits us to quickly build the relationships necessary to establish our reputation and effectively market to our target residents, whom we define as people having a net worth between $100,000 and $500,000. In addition, smaller middle-market communities tend to have lower real estate related costs, lower labor costs and less employee turnover than urban and larger suburban markets, which allows us to operate more efficiently and to provide more consistent services.

Experienced Executive and Senior Management Team. Our corporate executive and senior divisional management team is highly experienced, with an average of 20 years of experience in the senior living industry. Their experience spans the senior healthcare industry and includes experience in both the assisted living and post- acute care industries, which will assist us in identifying the clinical needs of seniors and delivering high quality care to our residents.

Our Strategy

The principal elements of our business strategy are to:

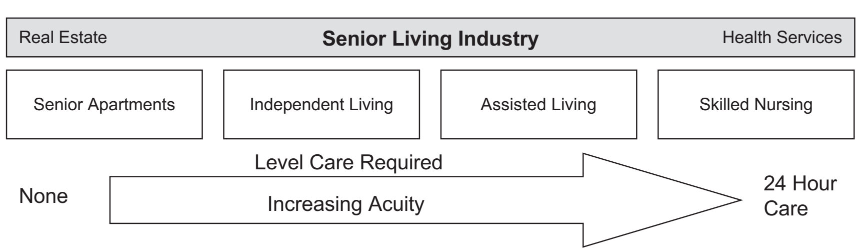
Build the Company Brand. We believe our success will be determined by the quality of services we provide and our reputation in the communities we serve, and we will strive to establish ourselves as the provider of choice in these communities for residents who value wellness, quality of care and customer service. To support the provision of high quality services to our residents, we have instituted a number of corporate, regional and facility level programs and implemented staffing models at our facilities that we believe will allow us to monitor and continually improve the level of service we provide in a cost effective manner. We believe that there are few, if any, recognized brands in the assisted living industry and that, if we can establish ourselves as the provider of choice for wellness, quality of care and customer service, demand for our services among the private pay population will grow. To implement our brand awareness strategy, we have recently launched a marketing campaign targeted at referral sources for residents, including physicians, other healthcare providers and community organizations. In addition, to further improve the level of care provided to our residents, we are exploring relationships with third-party providers that would involve the provision of ancillary healthcare or life enrichment services to our residents on our premises.

Increase Private Census within our Assisted Living Facilities. For the three months ended March 31, 2006, approximately 70.7% of our residents were private pay, generating 78.7% of our revenues. Our strategy is to increase the number of residents in our facilities that are private pay, both by filling existing vacancies at our facilities with private pay residents and by gradually decreasing the number of units in our facilities that are available for residents that rely on Medicaid. We believe that demand among the private pay population for senior living services, including assisted living facilities, will continue to increase. We are positioning ourselves to take advantage of this expected increase in demand, both by building the company brand as described above, and, in some cases, by holding vacancies open rather than filling them with residents that rely on Medicaid. In addition to increasing awareness of our brand among referral sources and the senior population, we are seeking to increase our private pay census through our focused sales and marketing effort, which emphasizes relationship building between all levels of employees and referral sources.

Expand Our Asset Portfolio. We expect to grow our portfolio of assisted living facilities primarily through selective acquisitions in markets with favorable private pay demographics and, to a lesser extent, by expanding existing properties to meet any additional private pay demand in markets where we currently operate. We believe our management team has the requisite experience and knowledge to successfully evaluate and integrate potential acquisitions. We expect to finance any acquisitions or add-ons primarily by a combination of fixed and variable rate debt.

The Senior Living Industry

We operate assisted living facilities within the senior living industry, which consists of a broad variety of living options for seniors. In general, the type of facility that is appropriate for a senior depends on his or her particular life circumstances, especially health and physical condition and the corresponding level of care that he or she requires.



Assisted living facilities fall in the middle of the spectrum of care and service provided to seniors in connection with their living arrangements. The various health services/living options in the senior living industry are described in more detail below:

- *Senior Apartments.* Senior apartments are multifamily residential properties for persons age 55 years or older. Senior apartments do not have central dining facilities and generally do not provide meals to residents, but many offer community rooms, social activities and other amenities associated with apartment living, such as a pool, wellness center and security/emergency response systems.

- *Independent Living.* Independent living communities are age-restricted multifamily properties that may have central dining facilities that provide residents as part of their monthly fee with access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Independent living is designed for seniors who choose to live in an environment surrounded by their peers, but are generally not reliant on assistance with activities of daily life, such as bathing, eating, toileting, transferring and dressing; some residents, however, may contract with outside providers for those services. Independent living residents tend to move into a facility by choice, oftentimes to be in a metropolitan area that is closer to their adult children.

- *Congregate Care.* Congregate care is similar to independent living, but features a community environment, with one or more meals per day prepared and served in a community dining room. Many other services and amenities may be provided, such as transportation, pools, a convenience store, bank, a barber/beauty shop, resident laundry, housekeeping, and security.

- *Home Healthcare.* Home healthcare is a desirable option for older people who wish to remain in their own homes, but require some form of health services due to frailty or disability. Home healthcare is provided in an individual's home by outside providers and aims to keep the individual functioning at the highest possible level. Home healthcare services range from basic assistance with household chores to skilled nursing services. This includes home health agencies that provide nursing, skilled care, attendant care and hospice services; medical equipment companies; and infusion service companies. Non-medical components of the industry include those that provide such services as emergency alarm device monitoring and security surveillance, non-Medicare covered home attendant care, homemaker services, and Meals-on-Wheels.

- *Assisted Living.* Assisted living is designed for seniors who seek housing with supportive care and services, including assistance with activities of daily living, memory care and other services (for example, housekeeping, meals and activities). Assisted living residents can move into a facility by choice or by necessity.

- *Continuing Care Retirement Communities.* Continuing care retirement communities, or CCRCs, offer a variety of living arrangements and services to accommodate residents of varying levels of physical ability and health. The goal of a CCRC is to accommodate changing lifestyle preferences and healthcare needs. Generally, CCRCs make independent living, assisted living and skilled nursing available all on one campus location.

- *Skilled Nursing.* On the other end of the spectrum are skilled nursing facilities, which offer a broad range of care including nursing services, subacute care and rehabilitative therapy services and which are generally designed to assist patients in their recovery from acute illness or injury.

Nursing facilities, assisted living facilities and other healthcare businesses are subject to licensure and other state and local regulatory requirements. Skilled nursing and assisted living facilities are generally subject to unannounced annual inspections by state or local authorities for purposes of licensure. These surveys confirm whether the nursing or assisted living facility continues to meet the regulatory standards to participate in the Medicare or, in the case of assisted living facilities, Medicaid program. Though the regulatory standards are similar, as a result of participating in the Medicare reimbursement regime, skilled nursing facilities are generally subject to heavier regulation at the federal level, and are required to meet prescribed standards relating to provision of services, resident rights, staffing, employee training, physical environment and administration. Assisted living facilities are generally subject to regulation and laws by federal, state and local health and social service agencies, and other regulatory bodies. Although less burdensome and punitive than the federal survey process conducted for skilled nursing facilities, assisted living facilities are heavily regulated by state-specific regulations.

The senior living industry is changing as a result of several fundamental factors, including an aging population, cost containment pressures and changing family dynamics and economics, which are described below.

Aging Population. The aging of the U.S. population is a leading driver of demand for senior living services. According to the most recent census conducted by the U.S. Census Bureau, there were approximately 35.0 million Americans aged 65 or older in 2000. The U.S. Census Bureau has forecasted that the population of Americans aged 65 or older will increase to 36.7 million in 2005, 40.2 million in 2010, 54.6 million by 2020 and 86.7 million in 2050. As a result, the percentage of Americans aged 65 or older will increase from 12.4% in 2000 to 16.3% in 2020 and 20.7% by 2050. While the overall U.S. population is projected to grow at a rate of approximately 4% every five years from 2005 until 2030, the 65-years and older segment of the U.S. population is expected to increase by approximately 10% to 17% during each of the same five-year periods. The following table indicates the projected growth rates within the elderly U.S. populations.

	Total U.S. Population Growth Rate	65-74	75-84	85+	Total Elderly (65+)
2005-2010	4.5%	14.2%	(0.8)%	19.6%	9.7%
2010-2015	4.3%	25.1%	4.0%	11.4%	16.3%
2015-2020	4.2%	19.4%	16.6%	6.6%	16.8%
2020-2025	4.1%	12.3%	27.2%	10.2%	16.3%
2025-2030	4.0%	6.3%	20.6%	19.9%	12.5%

Source: U.S. Census Bureau

Cost Containment Pressures. According to the Social Security Administration, the remaining life expectancy of a male age 65 has increased to 15.9 years in 2002 from 12.4 years in 1942, and the remaining life expectancy of a female age 65 has increased to 19.0 years in 2002 from 14.1 years in 1942. As the number of people over age 65 continues to grow and as advances in medicine and technology continue to increase life expectancies, the likelihood of chronic conditions requiring treatment, and the resulting healthcare costs, are projected to rise faster than the availability of resources from government-sponsored healthcare programs. Federal and state governments that are facing increased healthcare costs have responded by initiating steps to limit the growth of healthcare funding. These steps include cost containment measures that encourage reduced lengths of stay in acute care hospitals. As a result, average acute care hospital stays have been shortened, and many patients are discharged despite a continuing need for nursing or specialty healthcare services, including therapy. This trend has increased demand for long-term care, including assisted living facilities, home healthcare, outpatient facilities and hospices.

Changing Family Dynamics and Economics. Changing family dynamics play an important role in the growth of the senior living industry. As a result of the growing number of two-income families, we believe the immediate family has become less of a primary source of care-giving for the elderly. Our opinion is based upon a number of facts, including:

- according to the U.S. Department of Labor, women, who under more traditional roles were viewed as the primary caretakers of the family, have moved into the workforce in increasing numbers, which is evidenced by their labor participation rates increasing from 38% in 1970 to 46% in 2005, which is forecasted to increase to 47% by 2014; and

- according to the U.S. Census Bureau, the parent support ratio (the ratio of individuals over age 85 to those 50 to 64 years of age) has more than tripled from 3:100 in 1960 to 10:100 in 2000. Further, this ratio is expected to reach 30:100 by the year 2050.

The projected increase is partly due to the fact that, by 1989, approximately 34% of early baby boomers and 44% of late baby boomers, respectively, were childless. At the same time that the ratio of elderly persons to middle aged persons has increased, two-income families have become better able to provide financial support for elderly parents to receive the care they need in nursing homes or assisted living facilities. In addition, we believe there is an increasing number of seniors who are able to afford the costs of assisted living facilities independent of their family's resources. According to a 2000 study by the Joint Center for Housing Studies of Harvard University, almost 20% of U.S. seniors have a net worth between $100,000 and $200,000, and another 18% have a net worth between $200,000 and $500,000. We believe this study underestimated seniors' wealth because it excluded the value of ongoing social security and pension plan benefits that many seniors receive. In 1984, the mean net worth of Americans aged 65 and older was $98,900 (based on the value of the U.S. dollar in 2001). In 2001 the mean net worth was $179,800.

Our Services

Residents of our facilities are individuals who, for a variety of reasons, elect not to live alone, but do not need the 24-hour skilled medical care provided in nursing facilities. We design services provided to these residents to respond to their individual needs and to improve their quality of life. This individualized assistance is available 24 hours a day and includes routine health-related services, which are made available and are provided according to the resident's individual needs and state regulatory requirements. Available services include:

- general services, such as meals, activities, laundry and housekeeping;
- support services, such as assistance with medication, monitoring health status, coordination of transportation, coordination with physician offices;
- personal care, such as dressing, grooming and bathing; and
- the provision of a safe and secure environment with 24-hour access to assistance.

We also arrange access to additional services from third-party providers beyond basic housing and related services, including physical therapy, home health, hospice and pharmacy services.

Although a typical package of basic services provided to a resident includes meals, housekeeping, laundry and personal care, we accommodate the varying needs of our residents through the use of individual service plans and flexible staffing patterns. Our multi-tiered rate structure for services is based upon the acuity, or level, of services needed by each resident. Supplemental and specialized health-related services for those residents requiring 24-hour supervision, or more extensive assistance with activities of daily living, are provided by third-party providers who are reimbursed directly by the resident or a third-party payor (such as Medicare, Medicaid or long-term care insurance). To ensure that we are meeting the needs of our residents, we assess the level of need of each resident regularly.

Operations

Sales and Marketing

Most of our assisted living facilities are located in smaller suburban bedroom communities. We focus our marketing efforts predominantly at the local level. We believe that residents selecting an assisted living facility are strongly influenced by word-of-mouth and referrals from physicians, hospital discharge planners, community leaders, neighbors and family members. The residence director, the wellness director and the sales team member at each facility is, therefore, a key element of our sales strategy. Each residence director is responsible for developing relationships with potential referral sources. Each residence director is supported by a regional director of sales and marketing is responsible for establishing the overall sales and marketing strategy, developing relationships with local organizations and providing direction with training and community specific promotional materials.

The corporate sales and marketing department has responsibility for developing long-term strategic sales and marketing plans and establishing a branding strategy. It also is responsible for the development and maintenance of the sales and marketing process, systems and training programs, and the establishment and monitoring of occupancy goals. The corporate team works closely with regional staff to conduct marketing evaluations and development of specific marketing initiatives at the local or regional level. In addition, the corporate department ensures compliance with sales and marketing systems and processes across all regions. Our goal is to be the provider of choice in the communities we serve, known for wellness promotion, quality of care and customer service.

The assisted living industry is very competitive as there are few barriers to entry for new and existing operators. We compete with numerous other operators that provide a wide degree of senior living alternatives, such as home healthcare agencies, community-based service programs, and retirement and independent living communities. Although new construction of senior living communities has declined over the past five years, we continue to experience new competition in the marketplace. We believe our success will be determined by the quality of services we provide and our reputation in the communities we serve.

Structure

Each of our facilities has an on-site residence director who is responsible for the overall day-to-day operation of the facility, including quality of care, sales, life enrichment, dining services and financial performance. Each residence director is assisted by a full or part-time associate administrator, and they are supported by a staff of personal service assistants, maintenance, and kitchen personnel. Each of our facilities employs a full-time registered nurse as its wellness director, who is responsible for the clinical plans for the residents. In addition, independent third-party providers are selectively used in connection with the provision of ancillary healthcare or life enrichment services for our residents. Company regional dieticians and registered nurses are responsible for menu planning and responding to any special dietary or care needs of residents. Personal service assistants, who primarily are full-time employees, are responsible for personal care, dining services, housekeeping and laundry services. Maintenance services are performed by full and part-time employees. We coordinate with external pharmacists to meet the medication needs of our residents.

Our infrastructure currently includes three divisional vice presidents of operations, each of whom oversees the overall performance of a geographic division, 14 regional directors of operations, each of whom oversees 14 to 18 facilities, and operational specialists who provide peer support for subgroups of facilities. Each region has a director of sales and marketing, who, along with the residence directors, leads a team of community and residence sales managers. Each region also has a regional director of quality and clinical services who is a registered nurse. We also employ divisional property managers who oversee the maintenance and refurbishment of each of our facilities. Corporate, divisional, and regional personnel work with the residence directors to establish residence goals and strategies, quality assurance oversight, development of our internal policies and procedures, marketing and sales, community relations, development and implementation of new wellness programs, cash management, risk management, legal support, treasury functions, and human resource management.

Quality of Care

We strive to create warm, home-like settings for older adults who want to live their life with choice. Whether that includes an active social schedule or a slower-paced way of life, our respect for each resident's individuality and dignity is central to our philosophy. To maintain an enriched quality of life, each resident receives personalized care and service that promotes wellness and independence.

Our corporate quality and clinical services department establishes resident care and quality of life standards, monitors issues and trends in the industry and implements our systems, policies and procedures. Training programs and initiatives are developed at the corporate level and implemented throughout the company. On-site data is integrated with quality and clinical indicators, facility-level human resource data and state regulatory outcomes to provide a detailed picture of problems, challenges and successes at all levels of our organization. This information pool allows us to determine best practices. In addition, the corporate quality and clinical services department conducts periodic quality reviews of our residences to ensure compliance with state regulations and corporate standards and programs. Our corporate quality and clinical services group monitors residence visit reports, quality and clinical key performance indicators and survey results. It also drives continuous quality improvement processes at the facility, regional and divisional levels.

We hold focused interdisciplinary review conference calls and meetings on a regular basis to monitor trends in residences and to communicate new protocols and issues within the industry. The corporate clinical services department directs an internal team of field-based area directors of quality and clinical services. These individuals are registered nurses who are responsible for monitoring and communicating adherence with corporate policies and standards, as well as state-specific regulations to ensure ongoing compliance and quality of care. They are instrumental in the continuous and on-going auditing of care and service delivery systems. They also provide direction, orientation and training for our wellness directors and all levels of staff.

Quality Improvement Processes

We coordinate our quality assurance programs through our corporate clinical services staff. Our quality assurance program is designed to continually improve the services we provide and to assure a high degree of resident and family member satisfaction with the care and services provided by us. An example of one of our quality assurance programs is the Family and Resident Feedback Program. Within one month of admission and on a quarterly basis, we survey residents and family members to monitor the quality of services provided to residents. Annual written surveys are used to appraise and monitor the level of satisfaction of residents and their families. We also have a toll-free telephone line that may be used at any time by residents or family members to convey comments.

In addition, our regional, divisional, and corporate operations staff conduct a variety of inspections on a regular basis to monitor the quality of care, dining and housekeeping services, professionalism and friendless of staff, physical appearance of the facility, and compliance with government regulations. All inspections are documented and reports provided to the facility administrator and regional senior management. Inspections also conducted by members of our corporate team.

Employee Training

The development and implementation of interdisciplinary policies, educational initiatives and our employee training program is coordinated through our corporate education and training team. We seek to hire highly dedicated, experienced personnel. Employee orientation and training at all levels is an integral part of our ongoing efforts to improve and maintain our service quality. Each new residence director and wellness director is required to attend company-provided training to ensure that he or she understands all aspects of the assisted living residence operations, including sales training, quality and clinical programs, regulatory compliance, and management and business operations. We conduct additional training for these individuals and all other staff on a regional, divisional or local basis. For residence directors and senior management staff, we provide an interdisciplinary modular based supervisory training program, which is conducted in each division on a quarterly basis. This supervisory training program includes a sales and marketing seminar that is designed to improve the overall sales skill set and to raise awareness of the need to continually improve our referral base and our private pay census.

Risk Management

The provision of services in assisted living facilities involves an inherent risk of personal injury liability. Assisted living facilities are subject to general and professional liability lawsuits alleging negligence of care and services and related legal theories, many of which may involve substantial claims and can result in significant legal defense costs.

We approach risk management through various programs that center on providing excellent customer service and quality clinical care. Our corporate risk management group works closely with our corporate clinical services group to track, trend and investigate resident events. Resident complaints are also monitored to ensure that we are managing expectations and communicating appropriately with potential claimants. Based on these reviews, policy or procedural changes are made or additional training is delivered. Our corporate risk management group works closely with our operations staff, our corporate clinical services group and our corporate property management group to maintain a safe environment for our residents and employees.

We insure against general and professional liability risks in loss-sensitive insurance policies with affiliated and unaffiliated insurance companies with levels of coverage and self-insured retention levels that we believe are adequate based on the nature and risk of the business, historical experience and industry standards. We are responsible for the costs of claims up to a self-insured limits determined by individual policies and subject to aggregate limits. We accrue based upon an actuarial projection of future self-insured liabilities, and have an independent actuary review our claims experience and attest to the adequacy of our accrual on an annual basis. As of

December 31, 2005, we had provided for $1.3 million in accruals for known or potential general and professional liability claims.

Our staff is involved in the acts of daily living with our residents. As a result, there are risks beyond personal injury lawsuits that are associated with assisted living facilities. We conduct training sessions on basic health and safety practices in the facility. However, we cannot eliminate the risk of injury and are therefore subject to workers compensation claims. To manage this risk, we maintain policies to cover such risks in amounts that we believe are consistent with industry practice. In the state of Washington, we are part of the state workers' compensation plan. Otherwise, we insure against workers' compensation risks in loss-sensitive policies with third-party insurers with levels of coverage and self-insured retention levels that we believe are adequate based upon the nature and risk of the business, historical experience and industry standards. We are responsible for the costs of claims up to the self-insured limits determined by the policy.

Federal and state laws govern the handling and disposal of medical, infectious and hazardous waste. Failure to comply with these laws and other related regulations could subject the applicable facility or employees to fines, criminal penalties and other enforcement actions. Federal regulations established by the Occupational Safety and Health Administration impose additional requirements on us to protect employees from exposure to blood borne pathogens. We have developed policies for the handling and disposal of medical, infectious and hazardous waste to assure that each of our facilities and employees complies with these laws and regulations. As a result, we incur ongoing operational costs to comply with environmental laws and regulations.

As a result of fires in long-term care facilities in recent years, states are reconsidering laws that would require various types of facilities to have sprinkler systems. In February 2004, the American Healthcare Association reaffirmed its position that facilities nationwide should be required to install sprinkler systems, provided that federal funding or low-cost financing is made available for the installation of such systems. Currently, all of our assisted living facilities contain fire sprinkler systems.

Property Management

We believe that our assisted living facilities should provide a comfortable and warm appearance for our residents and their families. Our goal is to ensure the proper maintenance of both the interior and exterior of our facilities, as well as the grounds they occupy. To achieve this goal, we have established facility standards for appearance of the facilities, maintenance programs for our maintenance personnel, a periodic renovation plan for all facilities, and central control of all improvements and major capital expenditures.

Our corporate property management department has the responsibility for capital planning, the establishment of building and renovation standards, oversight of state and other building, fire, and life safety code compliance. The project management department has project management responsibilities for all renovations, major projects and equipment replacement that involve contract and specification compliance, inspection and acceptance of new construction projects.

The corporate property management department has a capital replacement and systems upgrade program that addresses current capital requirements for systems and refurbishment initiatives based on useful life and other system replacement requirements. An organization-wide interior standards program for carpeting and hard-floor surfaces was developed to assure both an aesthetically pleasing environment and to meet or exceed all fire code, smoke density, and any other applicable flammability standards. We maintain a contractor and supplier database that, along with our construction contracts and procedures, facilitates the management of the construction process, and which includes construction draws and payments, mechanics lien management and waivers, and warranty compliance.

The corporate property management department also has responsibility for developing and maintaining the preventative maintenance program and routine maintenance initiatives. Through regionally located property management teams, periodic audits are conducted on the assisted living facilities to ensure that all required system testing is completed reliably and timely, and that our assisted living facilities are properly maintained.

Competition

The senior living industry is highly competitive. We expect that the assisted living business, in particular, will become even more competitive in the future as a result of relatively low barriers to entry combined with increased healthcare cost containment pressures.

We compete with both other companies that provide assisted living services to seniors as well as other companies that provide similar long-term care alternatives. We operate in 17 states, and each community that we operate in within those states presents unique challenges and rewards. In most of our communities, we face one or two competitors that offer assisted living facilities that are similar in size, price and range of services offered by us. In addition, we face competition from other providers in the senior living industry, increasingly from independent living facilities and companies that provide adult day care in the home, but also from congregate care facilities where residents elect the services to be provided, and continuing care retirement centers on campus-like settings. Each of these types of competitors is described above in "— The Senior Living Industry."

The senior living industry, and specifically the independent living and assisted living segments thereof, are large and fragmented, characterized predominantly by numerous local and regional operators, although there are several national operators similar in size or larger than us. According to figures available from the American Seniors Housing Association and the National Investment Center for the Seniors Housing and Care Industry, the top five operators of senior living facilities measure by total resident capacity control only 9% of total capacity. Among national competitors, we face competition from companies such as Brookdale Senior Living Inc., American Retirement Corporation, Manor Care, Inc., Five Star Quality Care, Inc., Capital Senior Living Corp. and Sunrise Assisted Living, Inc. The independent and assisted living facility industry can be segregated into different market segments based on the resources of the target population. Some operators, such as Sunrise Assisted Living, Inc., cater to a more affluent market segment and typically offer larger facilities with more amenities at higher prices. As a result, these facilities tend to be located in more affluent areas outside of our targeted communities. Other local, regional and national companies compete with us directly in the middle-market, suburban bedroom communities that we target.

We expect to face increased competition from new market entrants as the demand for assisted living grows and the number of states that include assisted living in their Medicaid programs increases. Nursing facilities that provide long-term care services are also a potential source of competition for us. Providers of assisted living facilities compete for residents primarily on the basis of quality of care, price, reputation, physical appearance of the facilities, services offered, family preferences, physician referrals and location. Some of our competitors operate on a not-for-profit basis or as charitable organizations. We believe that many markets, including some of the markets in which we operate, have been overbuilt, in part because regulation and other barriers to entry into the assisted living industry are not substantial. In addition, because the segment of the population that can afford to pay our daily resident fee is finite, the supply of assisted living facilities may outpace demand in some markets. The impact of such overbuilding include: (i) increased time to reach capacity at assisted living facilities, (ii) loss of existing residents to new facilities, (iii) pressure to lower or refrain from increasing rates, (iv) competition for workers in tight labor markets and (v) lower margins until excess units are absorbed. In general, the markets in which we currently operate are capable of supporting only one or two assisted living facilities.

We believe that each local market is different, and our response to the specific competitive environment in any market will vary. However, if a competitor were to attempt to enter one of our communities, we may be required to reduce our rates, provide additional services, or expand our facilities to meet perceived additional demand, any of which could adversely affect our operating income. We may not be able to compete effectively in markets that become overbuilt.

Sources of Revenue

Assisted living residents or their families generally pay the cost of care from their own financial resources, including social security payments and other pension income. In addition, depending on the nature of an individual's health insurance program or long-term care insurance policy, the individual may receive reimbursement for costs of care under an "assisted living," "custodial" or "alternative care benefit." Government subsidies for assisted living have been limited. Some state and local governments offer subsidies for rent or services for low-income elders. Others may provide subsidies in the form of additional payments for those who receive Supplemental Security Income (SSI). Medicaid provides coverage for certain financially needy persons, regardless of age, and is funded jointly by federal, state and local governments. Medicaid contracts for assisted living vary from state to state.

Private pay and Medicaid accounted for approximately 78.7% and 21.3% of our revenues, respectively, in the three months ended March 31, 2006.

Private Pay

Assisted living facility revenue is primarily derived from private pay residents at rates we establish based upon the services we provide and market conditions in the area of operation. Residents are charged for their type of accommodation and services based upon their assessed level of care. The assessed level of care service fee is determined based upon a periodic assessment, which includes input of the resident, their physician and family, and establishes the additional hours of care and service provided to the resident. We offer various levels of care for assisted living residents who require less or more frequent and intensive care or supervision. Approximately 70% of our private-pay assisted living residents participate in our level of care programs. Both the accommodation and level of care service fee are charged on a daily basis. In addition, we charge a non-refundable new resident fee that covers the costs of moving a person into one of our communities.

Medicaid

In 1981, the federal government approved a Medicaid waiver program called Home and Community Based Care, which was designed to permit states to develop programs specific to the healthcare and housing needs of the low-income elderly eligible for nursing home placement (a "Medicaid Waiver Program"). In 1986, Oregon became the first state to use federal funding for licensed assisted living services through a Medicaid Waiver Program authorized by CMS. Under a Medicaid Waiver Program, states apply to CMS for a waiver to use Medicaid funds to support community-based options for the low-income elderly who need long-term care. These waivers permit states to reallocate a portion of Medicaid funding for nursing facility care to other forms of care such as assisted living. In 1994, the federal government implemented new regulations that empowered states to further expand their Medicaid Waiver Programs and eliminated restrictions on the amount of Medicaid funding states could allocate to community-based care, such as assisted living. Certain states, including Oregon, New Jersey, Texas, Arizona, Nebraska, Minnesota, Indiana, Iowa, Idaho and Washington, currently have operating Medicaid Waiver Programs that allow them to pay for assisted living care. We participate in Medicaid programs in all of these states. Without a Medicaid Waiver Program, states can only use federal Medicaid funds for long-term care in nursing facilities.

We have elected in 9 of our 17 states to provide assisted living services and to retain Medicaid funded residents in our assisted living facilities. The majority of states provide or have been approved to provide Medicaid reimbursement for board and care services provided in assisted living facilities. However, in states that we are registered to provide care to Medicaid residents, the Medicaid program determines the total amount of the accommodation and level of care rate. The basis of the Medicaid rate varies by state. However, unlike nursing facilities, Medicaid rates are not determined on a cost-based or price-based system, and cost reports are not completed each year to the state, with the exception of Texas. The table below illustrates the average variance between rates paid by our Medicaid residents and those paid by our private pay residents:

	2005 Average Rates per Day			2005 Medicaid
State	**Private**	**Medicaid**	**Difference**	**ADC(1)**
Arizona	$100.32	$56.28	$44.04	209
Idaho	$ 94.55	$48.99	$45.56	184
Iowa	$ 84.03	$59.56	$24.47	20
Indiana	$ 76.77	$56.66	$20.11	34
Nebraska	$ 94.56	$65.99	$28.57	73
New Jersey	$116.05	$78.50	$37.55	135
Oregon	$ 99.35	$67.37	$31.98	295
Texas	$ 87.66	$62.21	$25.45	514
Washington	$ 90.48	$62.03	$28.45	502
Weighted average	$ 89.25	$62.21	$27.04	

(1) Average Daily Census, or ADC, is the average number of occupied units over a period of time.

Medicaid rates are normally increased on an annual basis. Should a resident meet the financial asset and income qualifications, a portion of the resident's accommodation and care, determined by the state, is funded by the Medicaid program. The balance of the rate is paid by the resident and or family from remaining assets or income of the resident. In states where we are not registered to provide assisted living services to Medicaid funded residents, or where there is no Medicaid funded program and the resident exhausts their assets, we work with the resident and family to find an alternative place of accommodation.

Our goal is to reduce our dependency on state funding programs by gradually reducing the number of our units that are available for residents that rely on Medicaid. However, until we have significantly increased our private pay census, we expect that state Medicaid reimbursement programs will continue to constitute a significant source of our revenue. If adopted at either the federal or the state level, legislative proposals to reduce the federal and state budget deficits by limiting Medicaid reimbursement in general could have an adverse affect on our revenue, financial condition, and results of operations.

Government Regulation

Our assisted living facilities are generally subject to regulation by federal, state and local health and social service agencies, and other regulatory bodies. Although our regulation by federal authorities is generally less burdensome than that of nursing facilities, we are heavily regulated by state-specific regulations. Requirements vary by state, however most requirements include:

- licensure and certification and related community services;
- qualifications of healthcare and support personnel;
- minimum staffing levels and the provision of quality of healthcare services, including monitoring of resident wellness and medication administration;
- minimum requirements and inspections related to dining and housekeeping services;
- admission and discharge criteria, and relationships with physicians and referral sources;
- documentation and reporting requirements, and confidentiality and security issues associated with medical records;
- operating policies and procedures, resident rights and responsibilities;
- licensure and certification related to additions or changes to facilities and services;
- maintenance of physical plant and equipment, safety and evacuation plans; and
- requirements related to maintenance of general common areas and resident units.

Our facilities are licensed by state or local health and social service agencies and are subject to state or local building codes, life safety and fire codes, food service licensing and certification requirements. State laws also regulate the storage, exchange and administration of medications. In addition, where we provide assisted living services to residents funded by Medicaid, we are licensed and regulated under the Medicaid programs within those states. In addition, there are ongoing initiatives at the federal and state levels for increased standards of facilities and services for assisted living services and regulations and policies of regulatory agencies are subject to change.

Assisted living facilities are subject to periodic unannounced surveys by state and other local government agencies to assess and assure compliance with the respective regulatory requirements. A survey can also occur following a state's receipt of a complaint regarding the facility. When one of our assisted living facilities is cited for alleged deficiencies by the respective state or other agencies, we are required to implement a plan of correction within a prescribed timeframe. Upon notification or receipt of a deficiency report, our regional and corporate teams assist the facility develop, implement and submit an appropriate corrective action plan. Most state citations and deficiencies are resolved through the submission of a plan of correction that is reviewed and approved by the state agency. In some instances, the survey team will conduct a re-visit to validate substantial compliance with the state rules and regulations.

If we do not comply with applicable laws and regulations, then we could be subject to liabilities, including criminal penalties and civil penalties and exclusion of one or more of our facilities from participation in Medicaid and state healthcare programs. If one of our facilities were to lose its certification under the Medicaid program, then it would have to cease future admissions and displace residents funded by the programs from the facility. In order to become re-certified, a facility must rectify all identified deficiencies and, over a specified period of time, pass a survey conducted by representatives of the respective program through demonstrated care and operations for residents in the facility. Until the appropriate agency has verified through the "reasonable assurance" process that the facility can achieve and maintain substantial compliance with all applicable participation requirements, the facility will not be admitted back into Medicaid programs. Re-certification requires considerable staff resources. Like other assisted living facilities, we have received notices of deficiencies from time to time in the ordinary course of business. However, none of the facilities in our portfolio have been de-certified since they were acquired by Extendicare or, to our knowledge, prior to such time.

Health Privacy Regulations and Health Insurance Portability and Accountability Act

Our assisted living facilities are subject to state laws to protect the confidentiality of our resident health information. We have implemented procedures to meet the requirements of the state laws and have trained our facility personnel on those requirements.

We are not a covered entity in respect of the Health Insurance Portability and Accountability Act of 1996, or HIPAA. However, we are subject to all of the requirements of HIPAA in the facilities where we electronically invoice the state Medicaid programs, and must comply with all of the standards outlined by HIPAA. Currently, we electronically invoice state Medicaid programs in 70 facilities in five states. In these states, we use state provided software programs that reduce the complexity and risk in compliance with the HIPAA regulations. HIPAA requires us to comply with standards for the exchange of health information at those facilities and to protect the confidentiality and security of health data. The Department of Health and Human Services has issued four rules that mandate the standards with respect to certain healthcare transactions and health information. The four rules pertain to:

- privacy standards to protect the privacy of certain individually identifiable health information;
- standards for electronic data transactions and code sets to allow entities to exchange medical, billing and other information and to process transactions in a more effective manner;
- security of electronic health information privacy; and
- use of a unique national provider identifier effective May 2007.

We believe we are in compliance with the three rules that are currently in effect at our facilities that electronically invoice the state Medicaid program. We have a Privacy and Security Officer to monitor compliance with health privacy rules including the HIPAA standards. Should it be determined that we have not complied with the new standards, we could be subject to criminal penalties and civil sanctions.

Corporate Organization

Our corporate headquarters is located in Milwaukee, Wisconsin, where we have centralized various functions in support of our assisted living operations, including our human resources, legal, purchasing, internal audit, and accounting and information technology support functions. At our corporate offices, senior management provide overall strategic direction, seek development and acquisition opportunities, and manage the overall assisted living business. Human resources implement corporate personnel policies and administer wage and benefit programs. We have dedicated clinical, marketing, risk management and environmental support groups for our assisted living operations. Senior departmental staff are responsible for the development and implementation of corporate-wide policies pertaining to resident care, employee hiring, training and retention, marketing initiatives and strategies, risk management, facility maintenance and project coordination.

We have three area offices located in Dallas, Portland and Milwaukee that oversee our South/Central, Western, and Mid-West/Eastern operations, respectively. A small area office staff is responsible for overseeing all operational aspects of our facilities, through a team of professionals located throughout the area. The area team is responsible for the compliance to company standards involving resident care, rehabilitative services, recruitment and personnel matters, state regulatory requirements, marketing and sales activities, internal control and accounting support, and participation in state associations.

Our operations are organized into a number of different direct and indirect wholly-owned subsidiaries primarily for legal purposes. We manage our operations as a single unit. Operating policies and procedures are substantially the same at each subsidiary. Several of our subsidiaries own and operate a significant number of our total portfolio of facilities. No single facility generates more than 1.0% of our total revenues.

Properties and Facilities

Immediately following our separation from Extendicare, our assisted living operations will consist of 206 assisted living facilities with 8,251 units, as outlined in the following table:

	Owned(1)		Leased from Others(2)		Total Facilities Under Operation(3)	
	Number	Resident Capacity	Number	Resident Capacity	Number	Resident Capacity
Texas	27	1,085	14	563	41	1,648
Washington	13	588	8	308	21	896
Indiana	21	852	2	78	23	930
Ohio	15	541	5	191	20	732
Oregon	11	382	8	276	19	658
Wisconsin	12	614	—	—	12	614
Pennsylvania	10	376	1	39	11	415
Arizona	7	324	2	76	9	400
South Carolina	6	234	3	117	9	351
Idaho	5	196	4	148	9	344
Nebraska	5	168	4	156	9	324
New Jersey	5	195	3	117	8	312
Iowa	5	189	1	35	6	224
Louisiana	4	173	—	—	4	173
Michigan	3	117	—	—	3	117
Minnesota	1	58	—	—	1	58
Kentucky	1	55	—	—	1	55
Total	151	6,147	55	2,104	206	8,251

(1) Owned facilities includes 15 facilities that EHSI has agreed to sell to ALC and ALC agreed to purchase, subject only to the receipt of approval from local planning commission to the subdivision of the underlying property. We have leased these facilities from EHSI in the interim.

(2) The remaining life of the leases, not including renewal options, range from one to nine years, with the average being seven years. We have two master leases with LTC Properties, Inc., or LTC, in respect of 37 of our properties. Under the terms of the master lease agreements, which became effective January 1, 2005, we agreed to increase the aggregate annual rent paid to LTC by $250,000 per annum for each of the successive four years, commencing on January 1, 2005, and amended the terms relating to inflationary increases. There are three successive 10-year lease renewal terms, to be exercised at our option and no significant economic penalties to us if we decide not to exercise the renewal options. The aggregate minimum rent payments for the LTC leases for the calendar years 2005 through 2008 are $9.4 million, $9.8 million, $10.2 million and $10.7 million, respectively. The minimum rent will increase by 2% over the prior year's minimum rent for each of the calendar years 2009 through 2014. Annual minimum rent during any renewal term will increase a minimum of 2% over the minimum rent of the immediately preceding year. In addition, we have options to purchase five assisted

living properties that we lease from Assisted Living Facilities, Inc., or ALF. We account for these leases as capital leases. The remaining 13 leases are with independent third-party landlords.

Employees

As of December 31, 2005, we employed approximately 4,300 people, including approximately 300 registered and licensed practical nurses, 2,500 nursing assistants and 1,500 dietary, housekeeping, maintenance and other staff.

We have not been subject to union organization efforts at any of our facilities. To our knowledge, we have not been, and are not currently subject to any other organizational efforts.

The national shortage of nurses and other personnel have required us to adjust our wage and benefits packages to compete in the healthcare marketplace. We compete for residence directors and nurses with other healthcare providers and with various industries for healthcare assistants and other lower-wage employees. To the extent practicable, we avoid using temporary staff, as the costs of temporary staff are prohibitive and the quality of care provided is generally lower. We have been subject to additional costs associated with the increasing levels of reference and criminal background checks that we have performed on our hired staff to ensure that they are suitable for the functions they will perform within our facilities. Our inability to control labor availability and costs could have a material adverse effect on our future operating results.

Legal Proceedings and Insurance

The provision of services in assisted living facilities involves an inherent risk of personal injury liability. Assisted living facilities are subject to general and professional liability lawsuits alleging negligence of care and services and related legal theories, many of which may involve substantial claims and can result in significant legal defense costs.

We insure against general and professional liability risks in loss-sensitive insurance policies with affiliated and unaffiliated insurance companies with levels of coverage and self-insured retention levels that we believe are adequate based on the nature and risk of the business, historical experience and industry standards. We are responsible for the costs of claims up to a self-insured limits determined by individual policies and subject to aggregate limits.

MANAGEMENT

Executive Officers, Directors, and Significant Employees

Set forth below are the names and ages and current positions of our executive officers, current and proposed directors and significant employees, after giving effect to our separation from Extendicare. Ages are as of the date of this Information Statement. We also expect to appoint a chief financial officer prior to our separation from Extendicare.

Name	Age	Position
Laurie A. Bebo	35	President and Chief Executive Officer
Alan Bell	58	Director Nominee
Derek H.L. Buntain	65	Director Nominee
Sir Graham Day	73	Director Nominee
David M. Dunlap	67	Director Nominee
David J. Hennigar	67	Director Nominee, Chairman Nominee
Walter A. Levonowich	50	Vice President and Controller
Malen S. Ng	54	Director Nominee
Mel Rhinelander	56	Director, Vice-Chairman Nominee
Charles H. Roadman II, MD	62	Director Nominee
Rae Schweer	38	Vice President, Sales and Marketing
Terry Usher	57	Divisional Vice President

Laurie A. Bebo, age 35, is currently one of our directors and our President and Chief Operating Officer. Immediately following our separation from Extendicare, Ms. Bebo will no longer be a director and will become our President and Chief Executive Officer. Ms. Bebo's career with EHSI began in 1999 when she joined the company as Vice President of Sales and Marketing. In addition, Ms. Bebo has overseen two areas of operation for EHSI's skilled nursing facilities, the Ohio/West Virginia and Wisconsin/Minnesota regions. In February 2002, Ms. Bebo was given responsibility for EHSI's assisted living operations. With the acquisition of Historic ALC in January 2005, Ms. Bebo became responsible for all of ALC's assisted and independent living properties in her capacity as the Chief Operating Officer. In November 2005, Ms. Bebo was appointed ALC's President and Chief Operating Officer. Ms. Bebo has worked in operations and sales in the long-term care and senior living profession for more than ten years. Ms. Bebo finished her undergraduate degree at Marquette University, attended Webster University for her Masters in Business Administration and completed the Harvard University Advanced Management Program in November 2004.

Alan Bell, age 58, is a corporate partner of Bennett Jones LLP specializing in mergers and acquisitions, private and public financing and corporate governance. Bennett Jones LLP advised Extendicare in connection with the Plan of Arrangement and its separation from us. Mr. Bell resides in Toronto, Ontario.

Derek H.L. Buntain, age 65, is President of The Dundee Bank, a private bank offering banking services to international clients, and President and Chief Executive Officer of Goodman & Company (Bermuda) Limited (investment counsel). Mr. Buntain is currently a director of Extendicare and following the separation will be appointed to our Board of Directors. He also serves as a director of the following public companies: Dundee Precious Metals Inc., Eurogas Corporation, Sentex Systems Ltd., and CencoTech Inc. Mr. Buntain resides in Grand Cayman, Cayman Islands.

Sir Graham Day, age 73, is Counsel to the Atlantic Canada law firm of Stewart McKelvey Stirling Scales. He is currently a director of Extendicare and following the separation will be appointed to our Board of Directors. Sir Graham also serves as a Lead Director of DHX Media Ltd. (a public film production company) and as a director of Empire Company Limited (a public holding company with investments in retail food distribution, real estate, theatres and corporate investment activities). He also serves as a director of a number of private companies, including Minas Basin Holdings Limited, Scotia Investments Limited and Jacques Whitford Group Ltd. (a private consulting and environmental solutions firm). Sir Graham is a Fellow of the Institute of Corporate Directors and holds the Herbert S. Lamb Chair in Business Education at the Dalhousie University Graduate Business School. Sir Graham resides in Hantsport, Nova Scotia.

David M. Dunlap, age 67, is Chairman of G.F. Thompson Co. Ltd., a private company in the business of manufacturing and distributing plumbing products. Mr. Dunlap is currently a director of Extendicare and following the separation will be appointed to our Board of Directors. He also is a director of St. Andrew's College. Mr. Dunlap resides in the Township of King, Ontario.

David J. Hennigar, age 67, is currently Chairman of Extendicare and has held this position since 1985. Following the separation, he will cease to be a director and Chairman of Extendicare Inc., and will be appointed to our Board of Directors as Chairman. Mr. Hennigar also is Chairman of Annapolis Group Inc. (a private holding company in real estate development), High Liner Foods Incorporated (a public value-added food processing company), and Aquarius Coatings Inc. (a public company in paint manufacturing and developing), as well as Chairman and CEO of Landmark Global Financial Corporation (a public investment and management company), and Chairman and founder of Acadian Securities Inc. (a private investment dealer). In addition, Mr. Hennigar serves as a director of the following public companies: Crombie Real Estate Investment Trust, MedX Health Corp., Sentex Systems Ltd., SolutionInc Technologies Limited and VR Interactive Corporation. He also serves as a director of a number of private companies, including Crown Life Insurance Company, Minas Basin Holdings Limited and Scotia Investments Limited. Mr. Hennigar resides in Bedford, Nova Scotia.

Walter A. Levonowich, age 50, has been our Vice President and Controller since January 2005. Mr. Levonowich became part of the Extendicare group of companies through the acquisition on Unicare Health Services in 1983. He has held a number of positions in various financial capacities including Vice President of Reimbursement Services and Vice President of Accounting for EHSI. He has over 28 years of experience in the healthcare industry.

Malen S. Ng, age 54, is Chief Financial Officer of the Workplace Safety and Insurance Board of Ontario (2003 — present). She is currently a director of Extendicare and following the separation will be appointed to our Board of Directors. From 1975 to 2002, Ms. Ng was employed by Hydro One Inc., its subsidiaries and predecessor Ontario Hydro, where she occupied several executive positions, including: President and CEO of Hydro One Networks Inc. (2000 — 2002); Executive Vice President of Wires Operations Hydro One Inc. (2001 — 2002); and Executive Vice President and CFO of Hydro One Inc. (1999 — 2001). Ms. Ng is a director of Sobeys Inc. (a public retail food distribution company) and of Jacques Whitford Group Ltd. Ms. Ng resides in Richmond Hill, Ontario.

Mel Rhinelander, age 56, is currently a director and the President and Chief Executive Officer of Extendicare, as well as the Chairman and Chief Executive Officer of EHSI. Following the separation, Mr. Rhinelander will no longer be an employee of Extendicare, but will remain on the board of Extendicare as a trustee and will become one of our directors. He also serves as a director of Sobeys Inc. (a public retail food distribution company). Mr. Rhinelander has been with the Extendicare group of companies since 1977 and has served in a number of senior positions. He was appointed Chief Executive Officer of Extendicare Inc. in August 2000, following his appointment as President in August 1999. Mr. Rhinelander resides in Milwaukee, Wisconsin.

Charles H. Roadman II, MD, age 62, is the retired President and Chief Executive Officer of the American Health Care Association (1999 — 2004) and the former Surgeon General of the U.S. Air Force (1996 — 1999). He is currently a director of Extendicare and following the separation will be appointed to our Board of Directors. Dr. Roadman serves as a director and advisor on a number of private corporate boards and associations. He resides in San Antonio, Texas.

Rae Schweer, age 38, is our Vice President, Sales and Marketing. Ms. Schweer joined ALC in March 2005 from Alterra Healthcare where she worked collectively for nine years in various sales and marketing management, training and systems capacities on a national level, and during the last three years as the Divisional Sales Manager for the Central United States. Ms. Schweer started in the industry in Chicago with Hyatt Hotel Senior Retirement Communities and has worked in the Senior Housing division of the Prime Group, Inc., a worldwide real estate/ development company, and as Corporate Sales Director for Brookdale Senior Living Communities in Chicago. She has 14 years of experience in assisted living/senior housing sales and marketing. Ms. Schweer has been involved in all phases of new construction, lease up and stabilized senior communities, and has directed sales and marketing efforts, managed budgets and increased occupancy for up to 137 assisted living residences. She holds a B.A. in Music with an emphasis on Music and Business from Colorado University at Boulder.

Terry Usher, age 57, has been our Divisional Vice President of the Midwest/Atlantic region since January 2005. Mr. Usher joined EHSI in January 1999 as Vice President of Assisted Living Operations and Development. He is responsible for senior living residences in Wisconsin, Minnesota, Michigan, Ohio, Pennsylvania, New Jersey and South Carolina. Mr. Usher has been involved in senior management positions in the assisted living/retirement housing industry in both Canada and the U.S. since 1987. His 17 years of management experience in the Canadian Hospitality industry prior to 1987 laid the foundation for a very successful transition to the assisted living/retirement housing industry. Mr. Usher is an Honors HRIA graduate from Ryerson University in Toronto.

Committees of the Board of Directors after Our Separation from Extendicare

The standing committees of our Board of Directors will be an audit committee, a compensation/ nominating/ governance committee and an executive committee, each of which is described below.

Audit Committee

Our audit committee members will be Malen S. Ng, who will be the chairman, Alan Bell, Derek H.L. Buntain and Charles H. Roadman, II. Our audit committee will comply with the independence standards set forth in SEC regulations and NYSE rules. We anticipate that Malen S. Ng will be designated by our Board of Directors as the audit committee financial expert (as defined in the applicable regulations of the Securities and Exchange Commission). The audit committee will operate under a written charter adopted by the Board of Directors, which reflects standards set forth in SEC regulations and NYSE rules. The composition and responsibilities of the audit committee and the attributes of its members, as reflected in the charter, are intended to be in accordance with applicable requirements for corporate audit committees. The charter will be reviewed, and amended if necessary, on an annual basis. The full text of the audit committee's charter will be available on our website at www.alcco.com or will be available upon request from our secretary.

As set forth in more detail in the charter, the audit committee's purpose is to assist the Board of Directors in its general oversight of ALC's financial reporting, internal control and audit functions. Extendicare's internal audit department will document, test and evaluate our internal control over financial reporting in response to the requirements set forth in Section 404 of the Sarbanes-Oxley Act of 2002 and related regulations. The responsibilities of the audit committee will include:

- recommending the hiring or termination of the independent registered public accounting firm and approving any non-audit work performed by such firm;
- approving the overall scope of the audit;
- assisting our Board of Directors in monitoring the integrity of our financial statements, the independent registered public accounting firm's qualifications and independence, the performance of the independent registered public accounting firm and our internal audit function and our compliance with legal and regulatory requirements;
- annually reviewing our independent registered public accounting firm's report describing the independent registered public accounting firm's internal quality control procedures, any material issues raised by the most recent internal quality control review, or peer review, of the firm;
- discussing the annual audited financial and quarterly statements with our management and the independent registered public accounting firm;
- discussing earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies;
- discussing policies with respect to risk assessment and risk management;
- meeting separately, periodically, with management, internal auditors and the independent registered public accounting firm;

- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- setting clear hiring policies for employees or former employees of the independent auditors;
- annually reviewing the adequacy of the audit committee's written charter;
- reviewing with management any legal matters that may have a material impact on us; and
- reporting regularly to our full Board of Directors.

Compensation/Nominating/Governance Committee

The compensation/nominating/governance committee members will be Derek H.L. Buntain, who will be the chairman, Alan Bell, Sir Graham Day and David Dunlap. The compensation/nominating/governance committee will operate under a written charter adopted by the Board of Directors. The committee will be responsible for administering our incentive compensation plans, determining compensation arrangements for all of our executive officers and for making recommendations to the Board of Directors concerning compensation policies for us and our subsidiaries. In addition, the committee will be responsible for assembling and reviewing background information for and recommending candidates for our Board of Directors, including those candidates designated by our shareholders. The committee will also make recommendations to our Board of Directors regarding the structure and membership of the other Board committees, annually review director compensation and benefits and oversee annual self-evaluations of our Board of Directors and committees.

Executive Committee

The executive committee members will be David J. Hennigar, who will be the chairman, Mel Rhinelander and Derek H.L. Buntain. The executive committee will be responsible for acting on behalf of the full Board between regularly scheduled Board meetings, usually when timing is critical. The committee will have, and may exercise, all of the powers and authority of the Board of Directors, subject to such limitations as the Board or applicable law may from time to time impose.

Compensation Committee Interlocks and Insider Participation in Compensation Decisions

None of our executive officers serve as a member of the compensation committee or as a member of the Board of Directors of any other company of which any member of our compensation committee or Board of Directors is an executive officer.

Code of Business Conduct and Ethics

We adopted a Code of Business Conduct and Ethics applicable to all of our directors and employees, including our chief executive officer and chief financial officer, which is a "code of ethics" as defined by applicable SEC rules. This code will be publicly available on our website at www.alcco.com or may be obtained upon request from our Secretary. If we make any amendments to this code, other than technical, administrative or other non-substantive amendments, or grant any waivers, including implicit waivers, from any provisions of this code that apply to our chief executive officer and chief financial officer and relate to an element of the SEC's "code of ethics" definition, we will disclose the nature of the amendment or waiver, its effective date and to whom it applies on our website or in a report on Form 8-K filed with the SEC.

Director Compensation

Directors who are our employees are not compensated for their services as directors or members of committees of our Board of Directors. Directors will be required to attain and hold common shares of ALC equivalent to one year's annual retainer within five years of Board appointment.

Non-management directors will be entitled to receive the following compensation for the next two years:

- Annual retainer: \$15,000;
- Board chairman's retainer: \$50,000;

- Board vice chairman's retainer: $25,000;
- Committee chair retainer: $10,000, or $15,000 for the chair of the audit committee;
- Board and committee meeting fee: $1,500;
- Telephone conference meeting fee: $500; and
- Related travel and out-of-pocket expenses (economy class airfare only).

Executive Compensation

The following table sets forth compensation information for our chief executive officer and our other three most highly compensated executive officers, based on their employment with Extendicare, as determined by reference to total annual salary and bonus during 2005. We expect that our chief financial officer, whom we have yet to designate, will be one of our four most highly compensated officers other than our chief executive officer. These officers are currently employed by Extendicare, but will become our executive officers following our separation from Extendicare, and therefore all of the information included in this table reflects compensation earned by the individuals for services with Extendicare. We refer to these individuals as our "named executive officers" elsewhere in this Information Statement.

Summary Compensation Table

		Annual Compensation			Long-term Compensation	
Name and Principal Position	Year	Salary ($)	Bonus ($)	Other Annual Compensation (1) ($)	Securities Underlying Options/SARs (#)	All Other Compensation (2) ($)
L.A. Bebo President and Chief Executive Officer(3)	2005	275,000	123,750	—	30,000	31,979
T. Usher Division Vice President	2005	185,000	48,563	—	—	—
W. Levonowich Vice President and Controller	2005	144,200	43,260	—	—	—
R.L. Schweer Vice President Sales and Marketing	2005	150,000	33,750	—	—	—

(1) The aggregate amount of perquisites and other benefits for each named executive officer is less than the lesser of $50,000 or 10% of total annual salary and bonus.

(2) In the case of Laurie A. Bebo, all other compensation includes payments for life insurance and long-term disability premiums and contributions to a deferred compensation plan and a defined contribution retirement plan. The amount of salary or bonus deferred by the named executive officer is included within the figures set forth in the "Salary" or 'Bonus' columns in the above table. EHSI's contribution is included within the "All Other Compensation" column. The amounts contributed by the officer to the deferred compensation plan are as follows:

Named Executive Officer	2005
L.A. Bebo	$26,833
Officer contribution	—
Officer interest	2,383

(3) Ms. Bebo was President and Chief Operating Officer of Assisted Living Concepts, Inc. during 2005, and will be appointed our President and Chief Executive Officer upon our separation from Extendicare.

Share Options

The following table sets forth certain information regarding options to acquire shares of Extendicare granted to our named executive officers in 2005. The options are subject to the terms of Extendicare's Amended and Restated Share Option and Tandem SAR Plan. At the time of the Exchange, we will have in place our own stock incentive plan. We expect to make stock option or other stock-based awards under our new stock incentive plan at or shortly after the time of the separation. However, the number of shares covered by the initial awards and details relating to individual awards have not yet been determined. The effect of the separation on the Extendicare share options held by our employees who separate from Extendicare is described below under the heading "— Employee Benefit Plans."

Share Option Grant Table

Name	Number of Securities Underlying Options/ SARs Granted	Percent of Total Options/ SARs Granted to Employees in Fiscal Year	Exercise or Base Price (C$) per Share	Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term (C$)		Expiration Date
				5%	10%	
L.A. Bebo	30,000	5.35	18.00	339,603	860,621	February 22, 2015

These amounts do not represent the present value of the options. All amounts are stated in Canadian dollars (C$), as Extendicare is a Canadian entity and the awards underlying the option grants are stated in Canadian dollars. The amounts shown represent what would be received upon exercise 10 years after the date of grant, assuming vesting and the stated rates of stock price appreciation during the entire period.

Exercise of Share Options

The following table discloses information regarding the exercise of options to acquire shares of Extendicare by our named executive officers in 2005 and the value of unexercised share options held by the named executive officers.

Aggregated Option Exercises and Fiscal Year-End Option Value Table

Name	Shares Acquired on Exercise (#)	Value Realized (C$)	Number of Securities Underlying Unexercised Options/SARs at Fiscal Year-End (#)		Value of Unexercised In-the-Money Options/SARs at Fiscal Year-End (C$)	
			Exercisable	Unexercisable	Exercisable	Unexercisable
L.A. Bebo	21,250	298,775	10,000	58,750	79,438	226,475

All amounts are stated in Canadian dollars (C$), as Extendicare is a Canadian entity and the awards underlying the option grants are stated in Canadian dollars, as Extendicare is a Canadian entity and the awards underlying the agreements are stated in Canadian dollars.

Employee Benefit Plans

2006 Omnibus Incentive Compensation Plan

We intend to establish the 2006 Omnibus Incentive Compensation Plan (the "Plan") in connection with our separation from Extendicare for the benefit of our and our affiliates' directors, officers, employees or consultants (including any prospective director, officer, employee or consultant). The following description of the Plan is qualified by reference to the full text thereof, a form of which is filed as an exhibit to the registration statement of which this Information Statement is a part.

Awards

The Plan provides for the grant of options intended to qualify as incentive stock options ("ISOs") under Sections 421 and 422 of the Internal Revenue Code of 1986, as amended (the "Code"), non-statutory stock options ("NSOs"), stock appreciation rights ("SARs"), restricted stock awards, restricted stock units ("RSUs"), performance units, cash incentive awards and other equity-based or equity-related awards.

Plan Administration

The Plan will be administered by the Compensation/Nominating/Governance committee of our Board of Directors or such other committee as our Board may designate to administer the plan (referred to below as the "committee"). Subject to the terms of the plan and applicable law, the committee has sole and plenary authority to administer the Plan, including, but not limited to, the authority to (i) designate Plan participants, (ii) determine the type or types of awards to be granted to a participant, (iii) determine the number of shares of our common stock to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with, awards, (iv) determine the terms and conditions of any awards, including vesting schedules (and whether to accelerate such schedules), performance criteria and whether awards may be deferred or settled or exercised in cash, shares of our Class A common stock, other securities or other property, or canceled, forfeited or suspended, (v) amend an outstanding award or grant a replacement award for an award previously granted under the Plan if, in its sole discretion, the committee determines that (A) the tax consequences of such award to us or the participant differ from those consequences that were initially anticipated or (B) clarifications or interpretations of, or changes to, tax law or regulations permit awards to be granted that have more favorable tax consequences than initially anticipated, (vi) interpret, administer, reconcile any inconsistency in, correct any default in and supply any omission in, the Plan and any instrument or agreement relating to, or award made under, the Plan, (vii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, (viii) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, awards and (ix) make any other determination and take any other action that the committee deems necessary or desirable for the administration of the Plan.

Committee Decisions

Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any award shall be within the sole and plenary discretion of the committee, may be made at any time and shall be final, conclusive and binding upon all persons, including us, any of our affiliates, any participant, any holder or beneficiary of any award and any stockholder.

Indemnification

No member of our Board of Directors, the committee or any of our employees (each such person, a "Covered Person") will be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any award thereunder. Each Covered Person will be indemnified and held harmless by us against and from (i) any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any award agreement and (ii) any and all amounts paid by such Covered Person, with our approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided that we will have the right, at our own expense, to assume and defend any such action, suit or proceeding, and, once we give notice of our intent to assume the defense, we will have sole control over such defense with counsel of our choice. The foregoing right of indemnification will not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by our Certificate of Incorporation or Bylaws. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under our Certificate of Incorporation or

Bylaws, as a matter of law, or otherwise, or any other power that we may have to indemnify such persons or hold them harmless.

Awards to Independent Directors

Notwithstanding anything to the contrary contained in the Plan, our Board of Directors may, in its sole and plenary discretion, at any time and from time to time, grant awards to independent directors or administer the Plan with respect to such awards. In any such case, the Board will have all the authority and responsibility granted to the committee pursuant to the Plan.

Shares Available For Awards

Subject to adjustment as provided below, the aggregate number of shares of our Class A common stock that may be delivered pursuant to awards granted under the Plan is 4,000,000. If an award granted under the Plan is forfeited, or otherwise expires, terminates or is canceled without the delivery of shares, then the shares covered by such award will again be available to be delivered pursuant to awards under the Plan. If shares issued upon exercise,vesting or settlement of an award, or shares owned by a participant (which are not subject to any pledge or other security interest and which have been owned by the participant for at least six months), are surrendered or tendered to us in payment of the exercise price of an award or any taxes required to be withheld in respect of an award, in each case, in accordance with the terms and conditions of the Plan and any applicable award agreement, such surrendered or tendered shares shall again become available to be delivered pursuant to awards under the Plan; provided, however, that in no event shall such shares increase the number of shares that may be delivered pursuant to ISOs granted under the Plan. Subject to adjustment for changes in capitalization and similar events, (i) the maximum number of shares of our Class A common stock with respect to which awards may be granted to any Participant in any fiscal year of the Company shall be 200,000, provided that such number of shares shall automatically be adjusted to take into account any stock distribution or stock split that occurs in connection with the initial distribution of our Class A common stock and (ii) the maximum aggregate amount of cash and other property (valued at its fair market value) other than shares that may be paid or delivered pursuant to awards to any Participant in any fiscal year of the Company shall be $2,000,000.

In the event of any corporate event affecting the shares of our common stock, the committee in its discretion may make such adjustments and other substitutions to the Plan and awards under the Plan as it deems equitable or desirable in its sole discretion.

Stock Options

The committee may grant both ISOs and NSOs under the Plan. Except as otherwise determined by the committee in an award agreement, the exercise price for options is the price specified in the applicable award agreement as the price-per-share at which shares may be purchased pursuant to such option. In the case of ISOs granted to an employee who, at the time of the grant of an option, owns stock representing more than 10% of the voting power of all classes or our stock or the stock of any of our affiliates, the exercise price cannot be less than 110% of the fair market value of a share of our common stock on the date of grant. All options granted under the Plan will be NSOs unless the applicable award agreement expressly states that the option is intended to be an ISO.

Subject to any applicable award agreement, options shall vest and become exercisable on each of the first four anniversaries of the date of grant. The term of each option will be determined by the committee; provided that no option will be exercisable (i) after the tenth anniversary of the date the option is granted or (ii) 90 days after the date the participant who is holding the option ceases to be a director, officer, employee or consultant of us or one of our affiliates. The exercise price will be payable with cash (or its equivalent) or by other methods as permitted by the committee. All options are intended to qualify as “performance-based compensation” under Section 162(m) of the Code.

Stock Appreciation Rights

The committee may grant SARs under the Plan either alone or in tandem with, or in addition to, any other award permitted to be granted under the Plan. SARs granted in tandem with, or in addition to, an award may be granted either at the same time as the award or at a later time. Subject to the applicable award agreement, the exercise price of each share of our Class A common stock covered by a SAR is the price specified in the applicable award agreement as the price-per-share used to calculate the amount payable to the participant. Upon exercise of a SAR, the holder will receive cash, shares of our common stock, or other property or a combination thereof, as determined by the committee, equal in value to the excess, if any, of the fair market value of the common stock subject to the SAR at the exercise date over the exercise price. All SARs are intended to qualify as "performance-based compensation" under Section 162(m) of the Code. Subject to the provisions of the Plan and the applicable award agreement, the committee will determine, at or after the grant of a SAR, the vesting criteria, term, methods of exercise, methods and form of settlement and any other terms and conditions of any SAR.

Restricted Shares and Restricted Stock Units

The committee may grant restricted shares and restricted stock units to participants. Upon the grant of a restricted share, certificates will be issued and registered in the name of the participant and deposited by the participant, together with a stock power endorsed in blank, with us or a custodian designated by the committee or us. Upon lapse of the restrictions applicable to such restricted shares, we or the custodian, as applicable, will deliver such certificates to the participant or his or her legal representative. An RSU will represent an unfunded and unsecured promise to deliver shares of our Class A common stock, cash, other securities, other awards permitted under the Plan or other property in accordance with the terms of the applicable award agreement.

Restricted shares and RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered except as provided in the Plan or the applicable award agreement; provided, however, that the committee may determine that restricted shares and RSUs maybe transferred by the participant.

Performance Units

Subject to the provisions of the Plan, the committee may grant performance units to participants. Performance units are awards with an initial value established by the committee (or that is determined by reference to a valuation formula specified by the committee or the fair market value of shares of our Class A common stock). In its discretion, the committee will set performance goals that, depending on the extent to which they are met during a specified performance period, will determine the number and/or value of performance units that will be paid out to the participant. The committee, in its sole and plenary discretion, may pay earned performance units in the form of cash, shares of our Class A common stock or any combination thereof that has an aggregate fair market value equal to the value of the earned performance units at the close of the applicable performance period. The determination of the committee with respect to the form and timing of payout of performance units will be set forth in the applicable award agreement.

Cash Incentive Awards

Subject to the provisions of the Plan, the committee may grant cash incentive awards payable upon the attainment of performance goals.

Other Stock-Based Awards

Subject to the provisions of the Plan, the committee may grant to participants other equity-based or equity-related awards (including, but not limited to, fully-vested shares of our Class A common stock). The committee may determine the amounts and terms and conditions of any such awards provided that they comply with applicable laws.

Dividend Equivalents

In the sole and plenary discretion of the committee, an award (other than an option or SAR or cash incentive award) may provide the participant with dividends or dividend equivalents, payable in cash, shares of our Class A common stock, other securities, other awards or other property, on such terms and conditions as determined by the committee in its sole and plenary discretion.

Performance Compensation Awards

The committee may designate any award granted under the Plan (other than ISOs, NSOs and SARs) as a performance compensation award in order to qualify such award as "qualified performance-based compensation" under Section 162(m)of the Code. The committee will, in its sole discretion, designate within the first 90 days of a performance period which participants will be eligible to receive performance compensation awards in respect of such performance period, as well as the performance criteria and other terms related to the award (to the extent required under Section 162(m) of the Code).

The performance measure or measures shall be limited to the following: (i) net income before or after taxes, (ii) earnings before or after taxes (including earnings before interest, taxes, depreciation and amortization, or "EBITDA"), (iii) operating income, (iv) earnings per share, (v) return on shareholders' equity, (vi) return on investment, (vii) return on assets, (viii) level or amount of acquisitions, (ix) share price, (x) profitability/profit margins (including EBITDA margins), (xi) market share, (xii) revenues or sales (based on units or dollars), (xiii) costs, (xiv) cash flow, (xv) working capital and (xvi) project completion time and budget goals. Such performance criteria may be applied on an absolute basis and/or be relative to one or more of our peer companies or indices or any combination thereof.

The committee may adjust or modify the calculation of performance goals for a performance period in the event of, in anticipation of, or in recognition, of any unusual or extraordinary corporate item, transaction, event or development or any other unusual or nonrecurring events affecting our company; provided that such adjustment or modification does not cause the performance based award to fail to qualify as "qualified performance-based compensation" under Section 162(m) of the Code. In order to be eligible for payment in respect of a performance compensation award for a particular performance period, participants must be employed by us on the last day of such performance period (unless otherwise determined in the discretion of the committee), the performance goals for such period must be satisfied and certified by the committee and the performance formula must determine that all or some portion of such performance compensation award has been earned for such period. The committee may, in its sole and plenary discretion, reduce or eliminate the amount of a performance compensation award earned in a particular performance period, even if applicable performance goals have been attained. In no event shall any discretionary authority granted to the committee under the Plan be used to grant or provide payment in respect of performance compensation awards for which performance goals have not been attained, increase a performance compensation award for any participant at any time after the first 90 days of the performance period or increase a performance compensation award above the maximum amount payable under the underlying award.

Amendment and Termination of The Plan

Subject to any applicable law or regulation, to any requirement that must be satisfied if the Plan is intended to be a shareholder approved plan for purposes of Section 162(m) of the Code and to the rules of the NYSE or any successor exchange or quotation system on which shares of our Class A common stock may be listed or quoted, the Plan may be amended, modified or terminated by our Board of Directors without the approval of our stockholders, except that stockholder approval shall be required for any amendment that would (i) increase the maximum number of shares of our Class A common stock available for awards under the Plan or increase the maximum number of shares of our Class A common stock that may be delivered pursuant to ISOs granted under the Plan or (ii) modify the requirements for participation under the Plan. No modification, amendment or termination of the Plan may, without the consent of the participant to whom any award was granted, materially and adversely affect the rights of such participant (or his or her transferee) under such award, unless otherwise provided by the committee in the applicable award agreement.

The committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any award previously granted, prospectively or retroactively; provided, however, that, unless otherwise provided by the committee in the applicable award agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely impair the rights of any participant to any award previously granted will not to that extent be effective without the consent of the affected participant.

Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events

The committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, awards in recognition of unusual or nonrecurring events (including, without limitation, changes in capitalization or the occurrence of a change of control) affecting the Company, any affiliate, or the financial statements of the Company or any affiliate, or of changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange, accounting principles or law (i) whenever the committee, in its sole and plenary discretion, determines that such adjustments are appropriate or desirable, including, without limitation, providing for a substitution or assumption of awards, accelerating the exercisability of, lapse of restrictions on, or termination of, awards or providing for a period of time for exercise prior to the occurrence of such event, (ii) if deemed appropriate or desirable by the committee, in its sole and plenary discretion, by providing for a cash payment to the holder of an award in consideration for the cancelation of such award, including, in the case of an outstanding option or SAR, a cash payment to the holder of such option or SAR in consideration for the cancelation of such option or SAR in an amount equal to the excess, if any, of the fair market value (as of a date specified by the committee) of the shares of our Class A common stock subject to such Option or SAR over the aggregate exercise price of such option or SAR and (iii) if deemed appropriate or desirable by the committee, in its sole and plenary discretion, by canceling and terminating any option or SAR having a per share exercise price equal to, or in excess of, the fair market value of a share subject to such option or SAR without any payment or consideration therefor.

Change of Control

The Plan provides that, unless otherwise provided in an award agreement, in the event of a change of control of ALC, unless provision is made in connection with the change of control for assumption, or substitution of, awards previously granted:

- any options and SARs outstanding as of the date the change of control is determined to have occurred will become fully exercisable and vested, as of immediately prior to the change of control;
- all performance units and cash incentive awards will be paid out as if the date of the change of control were the last day of the applicable performance period and "target" performance levels had been attained; and
- all other outstanding awards will automatically be deemed exercisable or vested and all restrictions and forfeiture provisions related thereto will lapse as of immediately prior to such change of control.

Unless otherwise provided pursuant to an award agreement, a change of control is defined to mean any of the following events, generally:

- the consummation of a merger, reorganization or consolidation or sale or other disposition of all or substantially all of our assets;
- the approval by our stockholders of a plan of our complete liquidation or dissolution; or
- an acquisition by any individual, entity or group of beneficial ownership of 20% or more of either the then outstanding shares of our Class A common stock or the combined voting power of our then outstanding voting securities entitled to vote generally in the election of directors.

Term of The Plan

The Plan will be effective as of the date of its adoption by our Board; provided that no ISOs may be granted under the Plan unless it is approved by the our stockholders within twelve (12) months before or after the date the Plan is adopted. No award may be granted under the Plan after the tenth anniversary of the date the Plan is approved by our stockholders.

Employment Agreements

Effective June 26, 2006, we entered into employment agreements with each of our named executive officers. The material terms of each employment agreement are substantially the same. Each employment agreement provides that the executive will be paid a base salary at the current rate, subject to annual review, and that the executive may be eligible to participate in our equity compensation and other performance-based plans at a level consistent with the executive's position. In addition, the executive is eligible to participate in our welfare benefit plans and our deferred compensation and savings plans and is entitled to a monthly automobile allowance.

If the executive's employment is terminated by us for reasons other than cause (as defined in the employment agreements), death or disability, the executive is entitled to receive a lump sum payment equal to: (i) any base salary owed to the date of termination, (ii) one year of base salary plus $15,000 (two years of base salary plus $30,000 in the case of Laurie Bebo), (iii) an amount equal to 30% (45% in the case of Ms. Bebo and Terry Usher) of base salary, in lieu of bonus, (iv) an additional pro-rata bonus payment for the year in which termination occurs, (v) the cash equivalent of 12 months (24 months for Ms. Bebo) of automobile allowance and (vi) any amount that would have been credited by us to any deferred compensation plan for the executive over the 12 month period after termination. In addition, the executive will also be entitled to all vested deferred compensation, continued coverage under any welfare benefit plans (except medical benefit plans) for 12 months (24 months for Ms. Bebo) after termination and medical plan continuation coverage required under applicable law, subject to payment in full of all insurance premiums by the executive.

In addition, in the event that the severance benefits payable to the executive are made in connection with a change in control of the Company and equal or exceed three times the executive's "base amount" within the meaning of Section 280G(b)(3) of the Internal Revenue Code, such severance benefits shall be reduced to an amount the present value of which is equal to 2.99 times the "base amount."

The executive is also subject to restrictive covenants relating to confidential information, nonsolicitation and noncompetition.

OUR RELATIONSHIP WITH EXTENDICARE AFTER THE EXCHANGE

We have provided below a summary description of each of the agreements between Extendicare and us relating to the separation and our ongoing relationship with Extendicare after the separation. This description, which summarizes the material terms of these agreements, is not complete. You should read the full text of these agreements, which have been included as exhibits to the Registration Statement of which this Information Statement is a part.

Overview

We and Extendicare will enter into a number of agreements, which are described below, and which include:

- a separation agreement, which we refer to as the Separation Agreement;
- a tax allocation agreement, which we refer to as the Tax Allocation Agreement;
- a number of transitional services agreements, which we refer to as the Transitional Services Agreements; and
- a number of operating leases and purchase agreements relating to the transfer of EHSI assisted living facilities to us, which we refer to as the EHSI Transfer Documents.

These agreements will govern the allocation of assets and liabilities related to our business as well as the ongoing relationship between Extendicare and us after the separation. In addition, we and Extendicare will execute any deeds, bills of sale, stock powers, certificates of title, assignments and other instruments of sale, contribution, conveyance, assignment, transfer and delivery required to consummate our separation from Extendicare. These documents, including the Separation Agreement, the Tax Allocation Agreement, the Transitional Services Agreements and the EHSI Transfer Documents, are referred to as the Transaction Agreements.

Separation Agreement

The Separation Agreement will set forth our agreements with Extendicare related to the transfer of assets and the assumption of liabilities necessary to separate our company from Extendicare. It also will set forth our indemnification obligations to each other following the separation.

The Separation and Assumed Liabilities

Although we expect that most of the assets described as being owned by us in this Information Statement will be owned by us prior to our entering the Separation Agreement, the Separation Agreement will obligate Extendicare to transfer, and cause its affiliates to transfer to us or our subsidiaries any asset that is held for use or intended to be used primarily in the operation of our business, as described in this Information Statement. We will be obligated to transfer to Extendicare certain assets that we own or hold that are not used primarily in the operation of our business. In addition, we or our subsidiaries will assume and agree to perform, discharge and fulfill:

- all liabilities primarily related to, arising out of or resulting from the operation or conduct of our business, except for any pre-separation liabilities related to the 29 assisted living facilities being transferred to us by EHSI arising prior to the transfer of the applicable facility, and including any liabilities to the extent relating to, arising out of or resulting from any other asset that is transferred to us by Extendicare, in each case whether before, on or after the completion of the Plan of Arrangement;
- all liabilities recorded or reflected in the financial statements included in this Information Statement (except for any liabilities related to the 29 assisted living facilities being transferred to us by EHSI that arose or arise prior to their transfer);
- all liabilities relating to certain specified lawsuits that primarily relate to us; and
- all liabilities of Extendicare under any agreement between Extendicare and any of our directors or director nominees, entered prior to the completion of the Plan of Arrangement, that indemnifies such directors or director nominees for actions taken in their capacity as directors or director nominees of us.

Except as expressly set forth in the Separation Agreement or in any other Transaction Agreement, neither we nor Extendicare will make any representation or warranty as to:

- the assets, businesses or liabilities transferred or assumed, or excluded from such transfer or assumption, as part of the separation, including any warranty of merchantability or fitness for a particular use;
- any consents or authorization from any governmental entity required in connection with the transfers;
- the value, or freedom from any encumbrances of, or any other matter concerning, any assets or liabilities transferred or assumed, or excluded from such transfer or assumption;
- the absence of any defenses or right of set-off or freedom from counterclaim with respect to any claim of either us or Extendicare; or
- the legal sufficiency of any assignment, document or instrument delivered to convey title to any asset transferred.

Except as expressly set forth in any transaction document, all assets will be transferred on an "as is," "where is" basis, at the own risk of the respective transferees without any warranty whatsoever on the part of the transferor, and we and our subsidiaries will agree to bear the economic and legal risks that any conveyance was insufficient to vest in us good and marketable title, free and clear of any encumbrance, and that any necessary consents or approvals were not obtained or that any requirements of applicable laws were not met.

Pursuant to the Separation Agreement, we and Extendicare will cooperate in all reasonable respects to ensure that the separation, assumption of liabilities and transfer of assets to ALC, and the retention by Extendicare of all assets and liabilities excluded from the transfer are consummated in accordance with the terms of the Separation Agreement.

Use of Names

The Separation Agreement will provide that, after our separation from Extendicare, and subject to a limited license that will allow Extendicare to continue use for a short period following the separation, we will have all rights in and use of the "Assisted Living Concepts" name and all other names, imprints, trademarks, trade names, trade name rights, trade dress, domain names, service marks, service mark rights and service names, which we refer to collectively as the ALC Names, of Extendicare and its applicable subsidiaries, whether or not registered, that include or are derivatives of the "Assisted Living Concepts" name, including all common law rights and all goodwill associated therewith, and Extendicare will take such actions as are necessary or appropriate to vest such rights in us and our subsidiaries. The Separation Agreement will also contain complementary provisions related to our use of Extendicare's names.

Records; Confidentiality

The Separation Agreement will also provide for the mutual sharing of information between us and Extendicare to enable each party to comply with reporting, filing, audit or tax requirements for use in judicial proceedings and in order to comply with other obligations as set forth in the Separation Agreement. The Separation Agreement will also contain provisions that require each party to treat confidential information of the other party confidentially.

Indemnification; Contribution

Pursuant to the Separation Agreement, we will indemnify, defend and hold harmless and will pay or reimburse Extendicare, each of its affiliates, including any of its direct or indirect subsidiaries, each of its directors, officers and employees, or any of its investment bankers, attorneys or other advisors or representatives, for all identifiable losses, as incurred, to the extent relating to or arising from:

- our assisted living care business, any assets transferred to us by Extendicare, or any of the liabilities that we assume as part of the separation, other than any pre-transfer liabilities related to the 29 assisted living facilities being transferred to us by EHSI;

- any untrue or allegedly untrue statement of a material fact contained in any filing we make with the SEC, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and relating to information, statements, facts or omissions relating to us or our subsidiaries; and
- the breach by us or our subsidiaries of any agreement or covenant contained in any Transaction Agreement which is to be performed or complied with by us or our subsidiaries after the separation, unless and to the extent such Transaction Agreement contains alternative indemnification provisions.

Extendicare will indemnify, hold harmless and defend and will pay or reimburse us, each of our affiliates, including any direct or indirect subsidiaries, each of our directors, officers and employees, or any of our investment bankers, attorneys or other advisors or representatives, for all identifiable losses, as incurred, to the extent relating to or arising from:

- those assets and liabilities that are not transferred to us as part of the separation, whether such losses relate to or arise from events, occurrences, actions, omissions, facts or circumstances occurring, existing or asserted before, at or after our separation from Extendicare;
- any pre-transfer liabilities related to the 29 assisted living facilities being transferred to the Company by EHSI;
- any untrue or allegedly untrue statement of a material fact contained in any filing Extendicare makes with the SEC, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading and relating to information, statements, facts or omissions not relating to us or our subsidiaries; and
- the breach by Extendicare or any of its affiliates (other than us or our subsidiaries) of any agreement or covenant contained in any Transaction Agreement which is to be performed or complied with by it after our separation from Extendicare, unless and to the extent such Transaction Agreement contains alternative indemnification provisions.

The Separation Agreement will also specify the procedures and limitations with respect to claims subject to indemnification and will provide for contribution in the event that indemnification is not available or insufficient to hold harmless an indemnified party.

Dispute Resolution

Pursuant to the Separation Agreement, we and Extendicare will agree to binding arbitration for any claims arising under the Separation Agreement or any other Transaction Agreement (unless otherwise specified in such Transaction Agreement). Any arbitration will follow the rules of the International Chamber of Commerce. The Separation Agreement will set forth the procedures that we and Extendicare will be obligated to follow with regard to any dispute, including the procedures to select an arbitrator.

Tax Allocation Agreement

The Tax Allocation Agreement, which we and Extendicare will enter into immediately prior to the separation, will govern both our and Extendicare's rights and obligations after the separation with respect to taxes for both pre- and post- separation periods. Under the Tax Allocation Agreement, we generally will be required to indemnify Extendicare for any taxes attributable to our operations (excluding the assisted living facilities being transferred to us from EHSI as of the separation) for all pre-separation periods and Extendicare generally will be required to indemnify us for any taxes attributable to its operations (including the assisted living facilities being transferred to us from EHSI as part of the separation) for all pre-separation periods. In addition, Extendicare will be liable, and will indemnify us, for any taxes incurred in connection with the separation.

Under U.S. Federal income tax law, we will be jointly and severally liable for any taxes imposed on Extendicare for the periods during which we were a member of its consolidated group, including any taxes imposed with respect to the disposition of our common stock. Extendicare may not have sufficient assets, however, to satisfy any such liability and we may not successfully recover from Extendicare any amounts for which we are held liable. Our liability for any taxes imposed on Extendicare could materially reduce the price of our common stock.

Though valid as between the parties, the Tax Allocation Agreement is not binding on the U.S. Internal Revenue Service or any other taxing authority and does not affect the joint and several liability of Extendicare's U.S. affiliates and us for all U.S. federal taxes of the U.S. consolidated group relating to periods before the separation.

Transitional Services Agreements

Following the separation, we will receive and rely on certain transitional services to be provided to us by Extendicare and its subsidiaries, including services related to information technology, payroll and benefits processing and reimbursement functions. These services will be provided pursuant to a number of agreements (the "Transitional Services Agreements") that we will enter into with two subsidiaries of Extendicare, Virtual Care Provider Inc. ("Virtual Care") and EHSI. We expect the cost of these services to be approximately $1.5 million per year in the aggregate, which we believe approximates the fair value of the services.

In addition to the terms described below, the Transitional Services Agreements contain customary provisions designed to protect the interests of the parties to the respective agreements, including restrictions on the use of confidential information and intellectual property, indemnification provisions, restrictions on assignment and the availability of remedies in connection with default.

Information Technology Services

For an initial period of three years following the separation, Virtual Care will provide specified information technology services to us. The agreement with Virtual Care will provide for termination, with or without cause, by either party upon 90 days' notice. We expect to pay approximately $1.1 million per year for these services, which include:

- hosting services for our software, messaging, data storage, anti-virus and identity and access management programs;
- monitoring and management services for our information technology systems;
- support services via telephone; and
- telecommunication services allowing us to maintain and grow our network.

Virtual Care also has agreed to provide us with other specified technology services on an as-needed basis, including onsite support and technology implementation services, information technology consulting and procurement services and software rental services.

Payroll Processing and Employee Benefits Services

For an initial period of five years following the separation, EHSI will provide specified payroll and benefits processing services for all of our employees. We also will have the option to extend these services for renewal periods of two additional years under the same terms and conditions, other than the renewal term. The agreement relating to these services may be terminated by us, with or without cause, upon 90 days' prior written notice. We expect to pay approximately $362,000 per year for payroll processing and employee benefits services, subject to a 3% annual increase. These services will include the following:

- payroll maintenance and processing services, including related tax and banking matters;
- general management services for payroll processing, employee benefits and customer service functions;

• services relating to additions, changes and deletions from employee insurance plans; and

• services relating to benefit claims and 401(k) and ERISA compliance.

Reimbursement Services

For an initial period beginning upon the separation and ending on August 30, 2007, EHSI will provide specified reimbursement and planning services to us. We also will have the option to extend these services for a renewal period of one additional year. We will not be able to terminate this agreement during the initial period. We expect to pay approximately $20,000 per year for these services, subject to a 3% annual increase if we exercise our renewal option. These services primarily relate to the development of facilities in Texas.

EHSI Transfer Documents

Since March 31, 2006, we have acquired the license to operate all of EHSI's 29 assisted living facilities and have entered into purchase agreements with respect to each facility. We have completed the purchase of 14 of these facilities for an aggregate purchase price of $49.6 million. Unlike the 14 free standing facilities that we have purchased, the remaining 15 facilities require the approval of local planning commissions to subdivide the properties between the assisted living facilities and skilled nursing facilities that make up those properties. We have applied for such approval and, once obtained, we expect to complete the purchase of the remaining 15 facilities for an aggregate purchase price of $44.9 million in accordance with the terms of the purchase and sale agreements that we have entered with EHSI with respect to these facilities. In the interim, we have entered into a lease agreement with EHSI for the land component of the properties and the assisted living facilities. If EHSI has not obtained approval to subdivide any of the properties immediately prior to the separation, we will purchase all but the land component of the applicable property, which in aggregate totals $42.3 million, and EHSI will make a capital contribution to us in an amount equal to the purchase price of the land component of the property, which in aggregate totals $2.6 million, which we would subsequently loan back to EHSI in exchange for a note. In addition, for any property awaiting local planning approval, the applicable lease agreement with EHSI will be adjusted to become only a land lease of such property. We will lease the land component for any properties awaiting planning permission for an initial term of five years, with two successive renewal periods of five years each, exercisable at our option. Should all of the properties await local planning approval, the initial aggregate lease payments due under these leases will be $0.3 million. The lease amounts will increase annually based upon the Consumer Price Index. In addition, at the end of each lease period, the lease rates will be reassessed and reset to reflect fair market value rates. Upon receipt of approval, the land leases will be terminated, EHSI will repay the amount due on the note and we will pay EHSI for the land. The note will bear interest at 6.0% and will mature at the earliest of the date that planning commission approval is received or the date that the corresponding lease matures.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Extendicare beneficially and of record holds, and will hold before the separation, all of the outstanding shares of our common stock. Holders of Extendicare Subordinate Voting Shares and Extendicare Multiple Voting Shares, including certain of our directors and executive officers will receive shares of our common stock in the Exchange.

The following table provides information, based on information known to Extendicare regarding the ownership of its Subordinate and Multiple Voting Shares through June 30, 2006, regarding the anticipated beneficial ownership of our common stock by (1) each of our shareholders who we believe will be a beneficial owner of more than 5% of any class of our common stock, (2) each of our directors and those persons nominated to serve as our directors, (3) each of our named executive officers and (4) all of our executive officers and directors as a group. Except as otherwise indicated, each stockholder listed below has sole voting and investment power with respect to the shares beneficially owned by such person. The rules of the SEC consider a person to be the "beneficial owner" of any securities over which the person has or shares voting power or investment power, or any security that the person has the right to acquire, within 60 days, such sole or shared power.

Name of Beneficial Owner	Approximate Number of Shares to be Owned(1)(2)		Percentage of Issued Shares(1)		Percent of Total Votes
	Class A	Class B	Class A	Class B	
5% Beneficial Holders:					
Scotia Investments Limited(3)	8,667	7,600,000	*	64.52%	43.28%
Clearwater Capital Management Inc.(4)	—	1,762,320	—	14.96%	10.04%
Phillips, Hager & North Investment Management Ltd.(5)	4,880,662	—	8.44%	—	2.78%
Connor, Clark & Lunn Investment Management Partnership(6)	3,493,140	—	6.04%	—	1.99%
Directors/Director Nominees:					
Alan Bell	—	—	—	—	—
Derek H.L. Buntain	115,900	200	*	*	*
Sir Graham Day	43,120	2,000	*	*	*
David M. Dunlap	120,500	—	*	—	*
David J. Hennigar(3)	80,000	15,400	*	*	*
Malen S. Ng	11,228	—	*	—	*
Mel Rhinelander	511,700	2,000	*	*	*
Charles H. Roadman II, MD	20,665	—	*	—	*
Named Executives:					
Laurie A. Bebo	85,565	—	*	—	*
Walter A. Levonowich	—	—	—	—	—
Terry Usher	37,750	—	*	—	*
Rae Schweer	—	—	—	—	—
All directors and executive officers as a group (12 persons)	1,026,428	19,600	1.78%	*	*

* Less than 1.0%.

(1) Includes the shares underlying the options described below, which are assumed to be exercised. All percentages assume that all outstanding options of Extendicare, representing 1,643,875 Subordinate Voting Shares of Extendicare at June 30, 2006, are exercised and the underlying shares issued prior to the Exchange.

(2) Each share of Class B common stock may be converted into 1.075 shares of Class A common stock at the option of the holder thereof. Accordingly, the additional number of shares of Class A common stock, assuming full conversion, that would be owned by Scotia Investments Limited, Clearwater Capital Management Inc., Mr. Buntain, Mr. Day, Mr. Hennigar, Mr. Rhinelander and all of our directors and executive officers as a group

would be 8,170,000 shares (Scotia), 1,894,494 shares (Clearwater), 215 shares (Buntain), 2,150 shares (Day), 16,555 shares (Hennigar), 2,150 shares (Rhinelander) and 21,070 (all directors and executive officers), respectively. Any conversion would have the effect of reducing the voting power of the applicable holder of Class B common stock, since each share of Class B common stock has ten times the voting power of a share of Class A common stock. For example, the holder of 1,000 shares of Class B common stock would be entitled to 10,000 votes in connection with a shareholder vote. Upon conversion into Class A common stock, such holder would be entitled to 1,075 votes instead.

(3) Scotia Investments Limited holds directly 8,667 Subordinate Voting Shares of Extendicare and 1,480,000 Multiple Voting Shares of Extendicare. The remaining Multiple Voting Shares of Extendicare are held indirectly through related companies as follows: Minas Basin Creditco Limited — 5,420,000; Parrsboro Lumber Company — 440,000; Minas Basin Investments — 200,000; and BH Investments Limited — 60,000. All of the outstanding voting shares of Scotia Investments Limited are held directly or indirectly by members of the family of the late R.A. Jodrey. David J. Hennigar, our chairman nominee, is a member of the Jodrey family and one of twelve directors of Scotia Investments Limited. Mr. Hennigar disclaims beneficial ownership of the shares to be held directly or indirectly by Scotia Investments Limited.

(4) Based on information provided to Extendicare by Clearwater Capital Management Inc. ("Clearwater"). Clearwater holds the shares on behalf of its managed accounts and is controlled by Ronald Keiper, President of Clearwater. Clearwater has indicated that it has acquired the shares for investment purposes only.

(5) Based on publicly available information filed by Phillips, Hager & North Investment Management Ltd. in Canada on March 23, 2006. The report indicates that the securities of Extendicare are controlled (but not owned) by Phillips, Hager & North Investment Management Ltd., Phillips, Hager & North Investment Management Limited Partnership and Sky Investment Counsel Ltd. (collectively, the "Eligible Institutional Investors") on behalf of client accounts over which they have discretionary trading authority. The report further states that the securities were acquired in the ordinary course of business, for investment purposes only and not for the purpose of exercising control or direction over Extendicare.

(6) Based on a Schedule 13G filed with the U.S. Securities and Exchange Commission by Connor, Clark & Lunn Investment Management Partnership ("Connor Clark"), which indicates that Connor Clark is a parent holding company of Connor, Clark & Lunn Investment Management Ltd., which is a registered investment adviser. The Schedule 13G filing further states that the securities of Extendicare were acquired in the ordinary course of business and were not acquired for the purpose of and do not have the effect of changing or influencing the control of the issuer of such securities and were not acquired in connection with or as a participant in any transaction having such purposes or effect. In addition, the report states that Connor Clark and Connor, Clark & Lunn Investment Management Ltd. are of the view that they and the investment companies and other accounts that they manage are not acting as a "group" for the purposes of section 13(d) under the Securities and Exchange Act and that they and such investment companies and accounts are not otherwise required to attribute to each other the "beneficial ownership" of securities "beneficially owned" under Rule 13D-3 promulgated under the Securities and Exchange Act of 1934. Therefore, they are of the view that the shares held by Connor Clark and Connor, Clark & Lunn Investment Management Ltd. and such investment companies and accounts should not be aggregated for purposes of section 13(d).

MATERIAL UNITED STATES AND CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The discussion below is a summary of the principal United States federal and Canadian federal income tax considerations relating to an investment in our common shares. The discussion does not take into account the individual circumstances of any particular investor. Therefore, prospective investors in our common shares should consult their own tax advisors for advice concerning the tax consequences of an investment in our common shares based on their particular circumstances, including any consequences of an investment in our common shares arising under state, provincial or local tax laws or the tax laws of any jurisdiction other than the United States or Canada.

This summary does not address the tax consequences of the Exchange. Please see the management proxy Circular related to the Plan of Arrangement for a description of the tax consequences of the Exchange.

United States Taxation

General

This section summarizes the material U.S. federal income tax consequences of owning and disposing of shares of our common stock. The discussion is limited in the following ways:

- The discussion only covers you if you will hold shares of our common stock as a capital asset (that is, for investment purposes), and if you do not have a special tax status.
- The discussion does not cover tax consequences that depend upon your particular tax situation in addition to your ownership of shares of our common stock.
- The discussion does not cover you if you are a partner in a partnership (or entity treated as a partnership for U.S. tax purposes). If a partnership holds shares of our common stock, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership.
- The discussion is based on current law. Changes in the law may change the tax consequences discussed below.
- The discussion does not cover state, local or foreign law.
- We have not requested a ruling from the U.S. Internal Revenue Service ("IRS") on the tax consequences of owning and disposing of our common stock. As a result, the IRS could disagree with portions of this discussion.

We suggest that you consult your tax advisor about the tax consequences of owning and disposing of shares of our common stock in your particular situation.

Tax Consequences to U.S. Holders

This section applies to you if you are a "U.S. Holder". A "U.S. Holder" is a beneficial owner of shares of our common stock that, for U.S. federal tax purposes, is:

- an individual U.S. citizen or resident alien;
- a corporation that was created under U.S. law (federal or state); or
- an estate or trust whose world-wide income is subject to U.S. federal income tax.

Distributions

The gross amount of any distribution we make on our common stock generally will be included in the gross income of a U.S. Holder as dividend income to the extent that the distribution is paid out of our current or accumulated earnings and profits. If the amount of any distribution exceeds our earnings and profits, the excess will be treated first as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in its shares of our common stock (resulting in a reduction by an equal amount of that basis) and thereafter as a taxable capital gain.

If you are an individual, dividends you receive before January 1, 2011 generally will be subject to reduced rates of taxation. However, individuals who fail to satisfy a minimum holding period during which they are not protected from a risk of loss or who elect to treat the dividend income as "investment income" will not be eligible for the reduced rates of taxation. If you are a corporation, you may be entitled, subject to holding period and other requirements, to the dividends-received deduction under the Code. You should consult your tax advisor regarding eligibility for reduced rates on dividends and the dividends-received deduction.

Sale or Disposition

A U.S. Holder generally will recognize gain or loss on the sale or other disposition of our common stock in an amount equal to the difference between the amount realized on the disposition and the U.S. Holder's adjusted tax basis in the stock. The gain or loss will be long-term capital gain or loss if the U.S. Holder has held the stock for more than one year. For U.S. Holders that are individuals, long-term capital gain is generally subject to a reduced rate of tax. Short-term capital gain recognized by a U.S. Holder will be subject to tax at ordinary income tax rates. Deductions for capital losses are subject to certain limitations.

Non-U.S. Holders

This section applies to you if you are a "Non-U.S. Holder." A "Non-U.S. Holder" is a beneficial owner of our common stock (other than a partnership) that is not a U.S. Holder.

Dividends

In general, the gross amount of any distribution we make on our common stock will be treated as a dividend to the extent of our current or accumulated earnings and profits. If the amount of any distribution exceeds our earnings and profits, the excess will be treated first as a non-taxable return of capital to the extent of the Non-U.S. Holder's adjusted tax basis in its shares of our common stock (resulting in a reduction by an equal amount of that basis) and thereafter as capital gains from the disposition of our common stock. See "— Sale or Disposition."

Dividends paid to a Non-U.S. Holder generally will be subject to U.S. withholding tax at a rate of 30% or such lower rate as may be provided by an applicable income tax treaty between the United States and the country of which the Non-U.S. Holder is a tax resident. In general, the U.S. withholding tax rate on dividends paid to a resident of Canada is 15%.

Dividends received by a Non-U.S. Holder that are effectively connected with the conduct of a trade or business within the United States (and, in some instances if an income tax treaty applies, are attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States) are subject to U.S. federal income tax on a net income basis (that is, after allowance for applicable deductions) at graduated individual or corporate rates. Any such dividends received by a Non-U.S. Holder that is a corporation may, under certain circumstances, be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A Non-U.S. Holder eligible for a reduced rate of withholding of U.S. federal income tax may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Sale or Disposition

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain recognized on a sale, exchange or other disposition of shares of our common stock unless (i) the gain is effectively connected with the conduct of a United States trade or business of such Non-U.S. Holder and, in some instances where an income tax treaty applies, is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States, (ii) the Non-U.S. Holder is an individual who is present in the United States for 183 or more days in the taxable year of disposition, and certain other conditions are satisfied, or (iii) we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes, and such Non-U.S. Holder owned more than 5% of the total fair market value of either class of our common stock, at any time within the shorter of the five-year period ending on the date of disposition or the Non-U.S. Holder's holding period. We expect to be a United States real property holding corporation for U.S. federal income tax purposes.

Backup Withholding Tax and Information Reporting

U.S. Holders

U.S. Holders will be subject to information reporting requirements and backup withholding with respect to proceeds paid on the disposition of, and dividends paid on, shares of our common stock. Backup withholding will not apply if the U.S. Holder provides an IRS Form W-9 to the payor or otherwise establishes an exemption. Certain shareholders (including, among others, corporations and Non-U.S. Holders) are not subject to the backup withholding rules. Under the backup withholding rules, we are required to withhold and remit to the IRS an amount equal to 28% of the fair market value of any distributions on our common stock to a shareholder of record if such shareholder is subject to backup withholding. If we do not have the appropriate information from a shareholder or have received a notice from the IRS that a shareholder is subject to backup withholding, we will withhold pursuant to the backup withholding rules.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against a shareholder's U.S. federal income tax liability, provided the required information is provided to the IRS.

Non-U.S. Holders

Non-U.S. Holders are generally subject to information reporting requirements with respect to dividends paid by us to such Non-U.S. Holders and any tax withheld with respect to such dividends. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which a Non-U.S. Holder resides under the provisions of an applicable income tax treaty. Non-U.S. Holders are not subject to backup withholding provided the Non-U.S. Holder certifies under penalties of perjury as to his or its status as a Non-U.S. Holder (and the payor does not have actual knowledge that such Non-U.S. Holder is a U.S. person) or otherwise establishes an exemption.

Canadian Federal Taxation

The following is a summary of the principal Canadian federal income tax considerations generally applicable to the ownership and disposition of shares of our common stock acquired by persons who, at all relevant times and for purposes of the Income Tax Act (Canada) ("Tax Act"), are resident or are deemed to be resident in Canada, deal at arm's length with us, are not affiliated with us and who hold or will hold shares of our common stock as capital property ("holder"). The Tax Act contains provisions relating to securities held by certain financial institutions, registered securities dealers and corporations controlled by one or more of the foregoing (the "Mark-to-Market Rules"). This summary does not take into account the Mark-to-Market Rules and taxpayers that are "financial institutions" as defined for the purpose of the Mark-to-Market Rules should consult their own legal and tax advisors. In addition, this opinion assumes that the shares of our common stock will, at all relevant times, be listed on a "prescribed stock exchange" for purposes of the Tax Act, which is currently defined to include the New York Stock Exchange.

This summary is based upon the current provisions of the Tax Act and regulations thereunder (the "Regulations') in force as at the date hereof, all specific proposals to amend the Tax Act and Regulations that have been publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "Proposed Amendments") and counsel's understanding of the current published administrative policies and practices of the Canada Revenue Agency. Except as otherwise indicated, this summary does not take into account or anticipate any changes in the applicable law or administrative practices or policies whether by judicial, regulatory, administrative or legislative action, nor does it take into account provincial, territorial or foreign tax laws or considerations, which may differ significantly from those discussed herein. No assurance can be given that the Proposed Amendments will be enacted or that they will be enacted in the form announced.

This summary is of a general nature only and is not intended to be, nor should it be relied upon or construed to be, legal or tax advice to any particular holder. This summary is not exhaustive of all possible income tax considerations under the Tax Act that may affect a holder. Accordingly, holders of shares of our common stock should consult their own legal and tax advisors with respect to their own particular circumstances.

All amounts relevant in computing the Canadian federal income tax liability of a holder are to be reported in Canadian currency at the rate of exchange prevailing at the relevant time.

Taxation of Dividends

Dividends received by a holder of shares of our common stock will be included in computing the income of that holder. The gross-up and dividend tax credit does not apply to dividends on shares of our common stock.

The adjusted cost base to a holder of shares of our common stock will be reduced by any amount received by the holder on a reduction of our paid-up capital in respect of the holder's shares. If the reduction exceeds the adjusted cost base to a holder of the shares, the amount of the excess is deemed to be a capital gain of the holder from a disposition of the shares (see "— Disposition of Shares" below).

The characterization of a particular distribution by us for purposes of the Tax Act will generally be determined by the classification of the distribution under the governing corporate law.

A holder that is an individual may be entitled to a foreign tax credit for U.S. withholding tax paid in respect of a dividend on shares of our common stock up to a maximum of 15% of the dividend. If the U.S. withholding tax in respect of a particular dividend on shares of our common stock exceeds 15% of that dividend, the individual may be entitled to deduct the excess in computing income. A holder (other than an individual) may be entitled to a foreign tax credit for the full amount of U.S withholding tax paid by that holder in respect of a dividend on shares of our common stock. Holders of shares of our common stock should consult their own legal and tax advisers regarding the availability of foreign tax credits in their particular circumstances.

If we are a "foreign affiliate" (as defined in the Tax Act) of a holder of shares of our common stock that is a corporation, no foreign tax credit is available for U.S withholding tax paid by that holder in respect of a dividend on shares of our common stock and the foreign affiliate rules apply. Any such holder should consult its own legal and tax advisers regarding the application of these rules in its particular circumstances.

Disposition of Shares

In general, a disposition or a deemed disposition of shares of our common stock will give rise to a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of such shares, net of reasonable costs of disposition, if any, exceed (or are exceeded by) the adjusted cost base. For this purpose, the adjusted cost base to a holder of shares of our common stock will generally be determined by averaging the cost of all shares of our common stock held at that time by the holder.

One-half of a capital gain must be included in income as a taxable capital gain and one-half of a capital loss is an allowable capital loss. An allowable capital loss for a year may be deducted from any taxable capital gains of the holder in the year. Any allowable capital loss not deducted in the year may be deducted against taxable capital gains of the holder realized in any of the three preceding years or any subsequent year (in accordance with the rules contained in the Tax Act). Capital gains realized by an individual may give rise to liability for alternative minimum tax.

A holder of shares of our common stock that is subject to U.S. tax on a gain realized on a disposition of shares of our common stock may be entitled to a foreign tax credit. Holders of shares of our common stock should consult their own legal and tax advisers regarding the availability of foreign tax credits in their particular circumstances.

Additional Refundable Tax

A holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of 6⅔% on certain investment income including taxable capital gains.

DESCRIPTION OF OUR CAPITAL STOCK

Below we have provided a summary description of our capital stock. This description is not complete. You should read the full text of our amended and restated articles of incorporation and *amended and restated bylaws, which will be included as exhibits to the Registration Statement of which this Information Statement is a part, as well as the provisions of applicable Nevada law.*

General

Our authorized capital stock consists of 400,000,000 shares of Class A common stock, par value $0.01 per share, 75,000,000 shares of Class B common stock, par value $0.01 per share, and 25,000,000 shares of preferred stock. Based on the number of Extendicare Subordinate and Multiple Voting Shares outstanding as of June 30, 2006 (excluding shares underlying 1,643,875 outstanding options to purchase Extendicare Subordinate Voting Shares), immediately following the separation:

- 56,177,520 shares of Class A common stock will be issued and outstanding;
- 11,778,433 shares of Class B common stock will be issued and outstanding, all of which will be held by holders of Extendicare Multiple Voting Shares as of the Effective Time; and
- no shares of preferred stock will be outstanding.

Common Stock

The relative rights of the Class A common stock and Class B common stock are substantially identical in all respects, except for voting rights, conversion rights and transferability.

Voting Rights

Each share of Class A common stock entitles the holder to one vote and each share of Class B common stock entitles the holder to ten votes with respect to each matter presented to our stockholders on which the holders of common stock are entitled to vote. Except as otherwise provided in our amended and restated certificate of incorporation or required by law, all matters to be voted on by our stockholders must be approved by a majority, or, in the case of election of directors, by a plurality, of the votes entitled to be cast by all shares of Class A common stock and Class B common stock present in person or represented by proxy, voting together as a single class.

In addition to any other vote required by our amended and restated articles of incorporation or by applicable law, the affirmative vote of the holders of a majority of the voting power of all outstanding shares of Class A common stock, voting separately as a class, will be required for certain amendments to the dividend, subdivision or combination, conversion and equivalent consideration provisions of our amended restated articles of incorporation described below.

Our amended and restated articles of incorporation will also provide that for so long as shares of Class B common stock are outstanding, in addition to any other vote required by our amended and restated certificate of incorporation or by applicable law, the affirmative vote of the holders of 80% of the voting power of all outstanding shares of Class B common stock, voting separately as a class, will be required:

- for the authorization or issuance of shares of Class B common stock or the authorization or issuance of any securities convertible into or exchangeable for shares of Class B common stock;
- for the authorization or issuance of shares of any series or class of capital stock (other than Class A common stock or Class B common stock) having more than one vote per share or having any right to elect directors voting as a separate class or any class voting or consent rights, in each case other than as required by applicable law or the rules or regulations of any stock exchange upon which such series or class of capital stock is to be listed for trading (or securities convertible into or exchangeable therefor);
- for any amendment to any provision of our amended and restated articles of incorporation setting forth any of the rights, powers or preferences of the Class A common stock or Class B common stock; and

- for certain amendments to the dividend, subdivision or combination, conversion, transfer restrictions and equivalent consideration provisions of our amended and restated articles of incorporation described below.

Dividends

Holders of Class A common stock and Class B common stock will share equally in any dividend declared by our Board of Directors, subject to any preferential rights of any outstanding preferred stock. Dividends consisting of shares of Class A common stock or Class B common stock or any of our other securities or the securities of any other legal entity may be paid only as follows subject to the equivalent consideration provisions described below:

- a share distribution consisting of shares of Class A common stock (or convertible securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class A common stock) with respect to shares of Class A common stock and, on an equal per share basis, shares of Class B common stock (or convertible securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class B common stock) with respect to shares of Class B common stock;
- in the case of a share distribution consisting of shares of any class or series of our securities other than Class A common stock or Class B common stock (and other than convertible securities that are convertible into, exchangeable for or evidence the right to purchase shares of Class A common stock or Class B common stock) or of one of our subsidiaries, on the basis of a distribution of one class or series of securities with respect to shares of our Class A common stock and another class or series of securities with respect to shares of our Class B common stock, and the securities so distributed (and, if applicable, the securities into which the distributed securities are convertible, or for which they are exchangeable, or which the distributed securities evidence the right to purchase) shall differ with respect to, but solely with respect to, their relative voting rights and related differences in conversion and share distribution provisions, and all such differences shall be identical to the corresponding differences in voting rights, conversion and share distribution provisions between our Class A common stock and our Class B common stock, so as to preserve the relative voting rights of each class as in effect immediately prior to such share distribution, and such distribution shall be made on an equal per share basis; and
- in the case of a share distribution consisting of shares of any class of series of securities of any other legal entity other than us or one of our subsidiaries, on the basis of a distribution of identical securities, on an equal per share basis, with respect to shares of Class A common stock and Class B common stock.

Subdivision or Combination

If we in any manner subdivide or combine the outstanding shares of Class A common stock or Class B common stock, the outstanding shares of other classes of common stock will be proportionately subdivided or combined in the same manner and on the same basis as the outstanding shares of Class A common stock or Class B common stock, as the case may be, that have been subdivided or combined.

Conversion

Each share of Class B common stock is convertible at any time and from time to time at the option of the holder thereof into 1.075 shares of Class A common stock. In addition, any shares of Class B common stock transferred to a person other than a permitted holder (as described below) of Class B common stock will automatically convert into shares of Class A common stock on a 1:1.075 basis upon any such transfer. Shares of Class A common stock are not convertible into shares of Class B common stock.

Transfer Restrictions

In general, shares of our Class A common stock are freely transferable by the holders thereof. Shares of our Class B common stock are not transferable unless (i) first converted into shares of our Class A common stock or (ii) transferred pursuant to a Permitted Transfer. A Permitted Transfer is a transfer of Class B common stock to:

- for holders that are not natural persons, (i) any subsidiary entity of such holder; provided that all the holders of the equity interests in such entity are holders of our Class B common stock or the persons referred to under natural persons below, or (ii) any person or entity that holds, directly or indirectly, all of the capital stock of such holder or all of the capital stock of another holder; provided such person or entity are holders of Class B common stock or the persons referred to under natural persons below or (iii) a wholly-owned subsidiary of a person or entity described in clause (ii); or

- for holders that are natural persons, (i) the members of the family of such holder or a trust existing for the benefit of such holder or such family members or (ii) the estate of such holder or a successor in interest of a holder, including the executor, administrator or personal representative of such holder's estate or the heirs, legatees or any other persons who have succeeded, by operation of law, to such holder's shares of Class B common stock if there is no executor, administrator or personal representative then serving who has control over such shares.

Equivalent Consideration in Certain Transactions

In the event of any merger, consolidation, share exchange, reclassification of our capital stock or other reorganization to which we are a party, pursuant to which shares of Class A common stock or Class B common stock will be exchanged for or converted into, or will receive a distribution of, cash or other property or our securities or the securities of any other person, each share of common stock will be entitled to receive Equivalent Consideration (as defined below) on a per share basis. As defined in our amended and restated certificate of incorporation, the term "Equivalent Consideration" means consideration in the same form, in the same amount and, if applicable, with the same voting rights on a per share basis; provided (i) that holders of Class B common stock will be entitled to receive consideration in excess of that received by holders of Class A common stock in an amount equal to the Class B conversion premium described above under "— Conversion" and (ii) that, in the event that our securities (or securities of any surviving entity or any direct or indirect parent of the surviving entity) are to be issued or paid in a Control Transaction (as defined below), then such securities shall be issued or paid in two classes and such classes shall differ with respect to, but solely with respect to, their relative voting rights and related differences in conversion and share distribution provisions, and all such differences shall be identical to the corresponding differences in voting rights, conversion and share distribution provisions between the Class A common stock and the Class B common stock, so as to preserve the relative voting rights of each class as in effect immediately prior such transaction. As defined in our amended and restated certificate of incorporation, the term "Control Transaction" means any merger, consolidation, share exchange, reclassification of our capital stock or other reorganization to which we are a party in which the holders of our common stock immediately prior to consummation of such transaction continue to hold at least a majority of the equity or voting power in us (or any surviving entity or any direct or indirect parent of the surviving entity) immediately after consummation of such transaction.

Other Rights

Our stockholders have no preemptive or other rights to subscribe for additional shares. All holders of common stock, regardless of class, are entitled to share equally on a share-for-share basis in any assets available for distribution to common stockholders upon our liquidation, dissolution or winding up. All outstanding shares are, and all shares distributed in the Exchange will be, when distributed, validly issued, fully paid and nonassessable.

Preferred Stock

Subject to the voting rights of the holders of Class B common stock described above, our Board of Directors is authorized to provide for the issuance of preferred stock in one or more series and to fix the designation, preferences, powers and relative, participating, optional and other rights, qualifications, limitations and restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption price and liquidation preference and to fix the number of shares to be included in any such series. Any preferred stock so issued may rank senior to our common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. In addition, any such shares of preferred stock may have class or series voting rights.

Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Nevada Law

Some provisions of Nevada law and our amended and restated certificate of incorporation and amended and restated bylaws could make the following more difficult:

- acquisition of us by means of a tender offer or merger;
- acquisition of us by means of a proxy contest or otherwise; or
- removal of our incumbent officers and directors.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions also are designed to encourage persons seeking to acquire control of us to first negotiate with our Board of Directors. We believe that the benefits of the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our company outweigh the disadvantages of discouraging those proposals because negotiation of them could result in an improvement of their terms.

Shareholder Action by Written Consent

Our amended and restated articles of incorporation provide that any action required or permitted to be taken at any annual or special meeting of the stockholders must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders, unless such consent is unanimous.

Calling of Special Meeting

Our amended and restated articles of incorporation and bylaws provide that special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called exclusively upon request by the majority of our Board of Directors.

Requirements for Advance Notification of Shareholder Nominations and Proposals

Our bylaws establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors other than nominations made by or at the direction of our Board of Directors or a committee of our Board of Directors.

In general, for nominations or other business to be properly brought before an annual meeting by a stockholder, the stockholder must give notice in writing to our principal executive office 50 to 75 days before the first anniversary of the preceding year's annual meeting, and the business must be a proper matter for stockholder action. The stockholder's notice must include for each proposed nominee and business, as applicable, (i) the proposed nominee's name, age, business address, residence and principal occupation, (ii) the class, series and number of shares of ALC beneficially owned by the nominee, (iii) all required information under the Securities and Exchange Act of 1934, as amended, (iv) a brief description of the proposed business and the reasons for conducting such business at the meeting, (v) the stockholder's name and address that is making the proposal, (iv) the class, series and number of shares which are beneficially owned by such stockholder and (v) such stockholder's material interest in the business being proposed.

In general, the only business that shall be conducted at a special meeting of stockholders shall be the matters set forth in the applicable notice of meeting.

Only persons who are nominated in accordance with the procedures set forth in our bylaws shall be eligible to serve as directors, and the only business that shall be conducted at a meeting of stockholders shall be the matters properly brought before the meeting in accordance with the procedures set forth in our bylaws. The chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed in accordance with the procedures set forth in our bylaws and, if any proposed nomination or business is not in compliance with our bylaws, to declare that such defective proposal or nomination shall be disregarded.

Amendment of Certain of the Provisions of our Amended and Restated Articles of Incorporation and Bylaws

The provisions in our amended and restated articles of incorporation and bylaws relating to amendment of the certificate of incorporation and bylaws, advance notice of director nominations and business at an annual meeting, stockholder meetings and action by written consent may not be amended, altered, changed or repealed in any respect unless such amendment, alteration, change or repeal is approved by the affirmative vote of not less than 80% of the combined voting power of the voting stock.

In addition, our amended and restated articles of incorporation and bylaws provide that the provisions of our bylaws relating to the calling of meetings of stockholders, notice of meetings of stockholders, required quorum at meetings of stockholders, conduct of meetings of stockholders, stockholder action by written consent, advance notice of stockholder business or director nominations, the authorized number of directors, the filling of director vacancies or the removal of directors and indemnification of officers and directors (and any provision relating to the amendment of any of these provisions) may only be amended by the vote of a majority of our entire Board of Directors or by the vote of holders of at least 80% of the votes entitled to be cast by the outstanding capital stock in the election of our Board of Directors.

Nevada Anti-Takeover Law

Business Combinations Act

We are subject to the anti-takeover provisions under Nevada law. This law provides that specified persons who, together with affiliates and associates, own, or within three years did own, 10% or more of the outstanding voting stock of a corporation cannot engage in specified business combinations with the corporation for a period of three years after the date on which the person became an interested stockholder. The law defines the term "combination" to encompass a wide variety of transactions with or caused by an interested stockholder, including mergers, asset sales, and other transactions in which the interested stockholder receives or could receive a benefit on other than a pro rata basis with other stockholders. Although we have included a provision in our Amended and Restated Articles of Incorporation pursuant to which we have elected not to be governed by this anti-takeover law, we will remain subject to the anti-takeover law for 18 months following the amendment to our Articles of Incorporation. During this period, third parties (other than certain existing shareholders of Extendicare) may find it more difficult to pursue a takeover transaction that was not approved by our board of directors.

No Cumulative Voting

Our amended and restated certificate of incorporation and amended and restated bylaws do not provide for cumulative voting in the election of directors.

Blank Check Preferred Stock

The authorization of our undesignated preferred stock makes it possible for our Board of Directors to issue our preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deterring hostile takeovers or delaying changes of control of our management.

Pre-Exchange Transactions with Extendicare

Our amended and restated certificate of incorporation provides that neither any agreement nor any transaction entered into between us or any of our affiliated companies and Extendicare and any of its affiliated companies prior to the Exchange nor the subsequent performance of any such agreement will be considered void or voidable or unfair to us because Extendicare or any of its affiliated companies is a party or because directors or officers of Extendicare were on our Board of Directors when those agreements or transactions were approved. In addition, those agreements and transactions and their performance will not be contrary to any fiduciary duty of any directors or officers of our company or any affiliated company.

Limitation on Liability of Directors and Indemnification of our Directors and Officers

Nevada law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party by reason of the fact that the person is or was a director, officer, employee of or agent to the corporation, or is or was serving at the request of the corporation in such capacity of another entity (other than an action by or in the right of the corporation — a "derivative action"), if they are not liable under Section 78.138 of the Nevada Revised Statutes or if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including amounts paid in settlement and attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, shareholder vote, agreement, or otherwise.

Our amended and restated certificate of incorporation provides that the personal liability of our directors, officers, employees and agents is eliminated to the fullest extent permitted by Nevada law.

Section 78.138(7) of the Nevada Revised Statutes provides that, with certain exceptions, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his other capacity as a director or officer unless it is proven that:

(a) his other act or failure to act constituted a breach of his other fiduciary duties as a director or officer; and

(b) his other breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

Our amended and restated bylaws provide that, to the fullest extent permitted by Nevada law, as now in effect or as amended, we will indemnify and hold harmless any person made or threatened to be made a party to any action by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was our director, officer, employee or agent or while our director or officer is or was serving, at our request, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by us, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director or officer, employee or agent. Any amendment of this provision will not reduce our indemnification obligations relating to actions taken before an amendment. Our amended and restated articles of incorporation contain similar provisions.

We intend to obtain policies insuring our directors and officers and those of our subsidiaries against certain liabilities they may incur in their capacity as directors and officers. Under these policies, the insurer, on our behalf, may also pay amounts for which we have granted indemnification to our directors or officers.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is expected to be Computershare Trust Company, Inc.

New York Stock Exchange Listing

We intend to have ALC's Class A common stock listed on the New York Stock Exchange under the symbol "ALC."

DESCRIPTION OF INDEBTEDNESS

We financed the acquisition or construction of some of our assisted living facilities with various debt instruments, which are described above in "Management's Discussion and Analysis of Financial Condition and Results of Operation" under "— Debt Instruments." Our existing debt instruments that will survive our separation from Extendicare are the Red Mortgage Capital Note in the principal amount of $36.4 million, the DMG Notes in the principal amount of $27.0 million, the Oregon Revenue Bonds in the principal amount of $9.4 million and the HUD insured mortgages in the principal amount of $7.7 million (each principal amount as of March 31, 2006). In addition, our capital leases will remain outstanding after the separation. As of March 31, 2006, we had capital lease obligations of $12.1 million. In addition to our surviving indebtedness, we expect to enter into a credit facility prior to our separation from Extendicare to replace the borrowing capacity available to us under EHSI's existing credit facility.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission (SEC) a Registration Statement on Form 10 under the Securities Exchange Act of 1934 (Exchange Act) with respect to the Class A common stock being distributed. This Information Statement, which forms a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement. For further information with respect to us and the shares of our Class A common stock, reference is made to the Registration Statement. Statements contained in this Information Statement as to the contents of any contract or other document are not necessarily complete. We are not currently subject to the informational requirements of the Exchange Act. As a result of the distribution of the shares of our Class A common stock, we will become subject to the informational requirements of the Exchange Act and, in accordance therewith, will file reports and other information with the SEC. The Registration Statement, such reports and other information can be inspected and copied at the Public Reference Room of the SEC located at 100 F Street, N.E., Washington, D.C. 20549. Copies of such materials, including copies of all or any portion of the Registration Statement, can be obtained from the Public Reference Room of the SEC at prescribed rates. You can call the SEC at 1-800-SEC-0330 to obtain information on the operation of the Public Reference Room. Such materials may also be accessed electronically by means of the SEC's home page on the Internet at http://www.sec.gov.

We intend to furnish holders of our common stock with annual reports containing consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles and audited and reported on, with an opinion expressed, by an independent registered public accounting firm. We also intend to furnish holders of our common stock with quarterly reports and periodic updates.

No person is authorized to give any information or to make any representations with respect to the matters described in this Information Statement other than those contained in this Information Statement or in the documents incorporated by reference in this Information Statement and, if given or made, such information or representation must not be relied upon as having been authorized by us or Extendicare. Neither the delivery of this Information Statement nor consummation of the separation contemplated hereby shall, under any circumstances, create any implication that there has been no change in our affairs or those of Extendicare since the date of this Information Statement, or that the information in this Information Statement is correct as of any time after its date.

INDEX TO COMBINED FINANCIAL STATEMENTS

ASSISTED LIVING CONCEPTS, INC.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Assisted Living Concepts, Inc.:

We have audited the accompanying combined balance sheets of Assisted Living Concepts, Inc. ("the Company") (a combination of certain assisted living businesses in the United States owned by subsidiaries of Extendicare Inc. as defined in Notes 1 and 2), as of December 31, 2005 and 2004, and the related combined statements of income, parent's investment, and cash flows for each of the years in the three-year period ended December 31, 2005. These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall combined financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Assisted Living Concepts, Inc. as of December 31, 2005 and 2004, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2005, in conformity with U.S. generally accepted accounting principles.

KPMG LLP

Milwaukee, Wisconsin
June 5, 2006

ASSISTED LIVING CONCEPTS, INC.

COMBINED BALANCE SHEETS

	March 31, 2006 (Unaudited)	December 31, 2005	December 31, 2004
		(In thousands)	
ASSETS			
Current Assets:			
Cash and cash equivalents	$ 9,343	$ 6,439	$ 119
Accounts receivable, less allowances of $727, $872 and $102 respectively	4,545	4,351	243
Supplies, prepaid expenses and other current assets (Note 5)	5,075	4,904	453
Deferred state income taxes (Note 16)	436	392	53
Due from shareholder and affiliates (Note 13):			
Deferred federal income taxes	9	350	352
Other	—	76	—
Total current assets	19,408	16,512	1,220
Property and equipment, net (Note 6)	373,563	378,362	73,390
Goodwill and other intangible assets, net (Note 7)	19,423	19,953	9,983
Other assets (Note 8)	7,715	5,870	29
Total Assets	$420,109	$420,697	$84,622
LIABILITIES AND PARENT'S INVESTMENT			
Current Liabilities:			
Accounts payable	$ 4,111	$ 5,027	$ 1,435
Accrued liabilities (Note 10)	20,438	20,267	2,505
Accrued state income taxes (Note 16)	632	570	
Current maturities of long-term debt (Note 9)	2,972	2,925	—
Due to shareholder and affiliates			
Accrued federal income taxes (Note 16)	998	—	—
Other	3,527	—	—
Current portion of self-insured liabilities (Note 11)	300	300	—
Total current liabilities	32,978	29,089	3,940
Accrual for self-insured liabilities (Note 11)	1,086	1,027	—
Long-term debt (Note 9)	127,934	128,601	—
Deferred state income taxes (Note 16)	857	814	173
Other long-term liabilities (Note 12)	7,468	7,181	—
Due to shareholder and affiliates (Note 13):			
Deferred federal income taxes	3,224	3,324	1,137
Interest-bearing advances (Note 3)	40,718	47,218	—
Total Liabilities	214,265	217,254	5,250
Commitments and Contingencies (Note 15)			
Parent's investment	205,844	203,443	79,372
Total Liabilities and Parent's Investment	$420,109	$420,697	$84,622

The accompanying notes are an integral part of these combined financial statements.

ASSISTED LIVING CONCEPTS, INC.

COMBINED STATEMENTS OF INCOME

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
	(Unaudited)		(In thousands)		
REVENUES	$56,776	$37,665	$204,949	$33,076	$31,177
COSTS AND EXPENSES:					
Operating	37,214	25,605	138,126	23,837	22,163
General and administrative	3,454	2,226	6,789	506	503
Lease costs (Note 14)	3,488	2,348	12,852	66	73
Depreciation and amortization	4,123	2,390	14,750	3,281	3,032
Interest expense, net (Note 9)	2,830	2,452	11,603	1,738	2,698
Loss on early retirement of debt	—	—	—	647	—
Total Expenses	51,109	35,021	184,120	30,075	28,469
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	5,667	2,644	20,829	3,001	2,708
Income tax expense (Note 16)	2,189	1,008	8,119	1,138	1,013
NET INCOME FROM CONTINUING OPERATIONS	3,478	1,636	12,710	1,863	1,695
Loss from discontinued operations before income taxes (Note 18)	(1,927)	(177)	(692)	(380)	(1,018)
Income tax benefit on discontinued operations (Note 16)	(759)	(67)	(324)	(152)	(390)
NET LOSS FROM DISCONTINUED OPERATIONS	(1,168)	(110)	(368)	(228)	(628)
NET INCOME	$ 2,310	$ 1,526	$ 12,342	$ 1,635	$ 1,067

The accompanying notes are an integral part of these combined financial statements.

ASSISTED LIVING CONCEPTS, INC.

COMBINED STATEMENTS OF PARENT'S INVESTMENT

	(In thousands)
BALANCES at DECEMBER 31, 2002	$ 71,771
Net income	1,067
Net cash transferred to parent	(2,070)
Other intercompany transactions	624
BALANCES at DECEMBER 31, 2003	71,392
Net income	1,635
Net cash transferred from parent	5,758
Other intercompany transactions	587
BALANCES at DECEMBER 31, 2004	79,372
Net income	12,342
Cash contribution from parent for acquisition of ALC	101,648
Net cash transferred from parent	9,521
Other intercompany transactions	560
BALANCES at DECEMBER 31, 2005	203,443
Net income (unaudited)	2,310
Net cash transferred to parent (unaudited)	(35)
Other intercompany transactions (unaudited)	126
BALANCES at MARCH 31, 2006 (unaudited)	$205,844

The accompanying notes are an integral part of these combined financial statements.

ASSISTED LIVING CONCEPTS, INC.

COMBINED STATEMENTS OF CASH FLOWS

	Three Months Ended March 31, 2006	Three Months Ended March 31, 2005	Year Ended December 31, 2005	Year Ended December 31, 2004	Year Ended December 31, 2003
	(Unaudited)	(Unaudited)	(In thousands)		
OPERATING ACTIVITIES:					
Net income	$ 2,310	$ 1,526	$ 12,342	$ 1,635	$ 1,067
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	4,177	2,402	14,920	3,744	4,237
Amortization of purchase accounting adjustments for:					
Leases and debt	(131)	(83)	(663)	—	—
Below market resident leases	(475)	—	(2,488)	—	—
Provision for bad debt	139	44	458	102	41
Provision for self-insured liabilities (Note 11)	177	95	795	—	—
Payments of self-insured liabilities (Note 11)	(117)	(30)	(371)	—	—
Loss on impairment of long-lived assets	1,722	—	—	—	—
Deferred income taxes	240	929	3,347	(516)	(203)
Changes in assets and liabilities:					
Accounts receivable	(333)	(23)	(1,079)	139	161
Other assets	—	—	4	—	—
Supplies, prepaid expenses and other current assets	(171)	(972)	(651)	(55)	(192)
Accounts payable	(917)	(502)	764	(265)	325
Accrued liabilities	645	5,796	3,010	34	(212)
Income taxes payable/ receivable	1,557	(903)	1,845	—	—
Current due to shareholder and affiliates	3,160	—	(3,471)	—	—
Cash provided by operating activities	11,983	8,279	28,762	4,818	5,224
INVESTING ACTIVITIES:					
Payment for acquisition of Assisted Living Concepts, Inc. (Note 4)	—	(144,199)	(144,578)	—	—
Cash balances in ALC as of acquisition	—	6,547	6,522	—	—
Payments for new construction projects (Note 6)	(771)	(5,187)	(15,198)	(12,684)	(2,955)
Payments for purchases of property and equipment	(1,425)	(1,058)	(5,822)	(1,520)	(1,692)
Proceeds from sale of property and equipment	—	—	—	3,728	966
Changes in other non-current assets	(64)	(223)	110	5	(9)
Cash used in investing activities	(2,260)	(144,120)	(158,966)	(10,471)	(3,690)
FINANCING ACTIVITIES:					
Capital contributions (distributions) from (to) parent	(35)	4,445	9,521	5,758	(2,070)
Capital contributions to ALC	—	80,000	101,648	—	—
Proceeds from debt to finance ALC acquisition	—	60,000	60,000	—	—
Interest bearing advances from parent to payoff debt	—	—	51,016	—	—
Repayment of interest bearing advances to parent	(6,500)	—	(3,798)	—	—
Payments of long-term debt (Note 9)	(516)	(4,344)	(84,388)	—	—
Other long-term liabilities	232	225	2,525	(211)	(102)
Cash provided by (used in) financing activities	(6,819)	140,326	136,524	5,547	(2,172)
Increase (decrease) in cash and cash equivalents	2,904	4,485	6,320	(106)	(638)
Cash and cash equivalents, beginning of period	6,439	119	119	225	863
Cash and cash equivalents, end of period	$ 9,343	$ 4,604	$ 6,439	$ 119	$ 225
Supplemental schedule of cash flow information:					
Cash paid during the period for:					
Interest	$ 2,946	$ 2,279	$ 12,116	$ 1,738	$ 2,702
Income tax payments, net of refunds	129	1,108	5,949	1,502	826
Supplemental schedule of non-cash investing and financing activities:					
The Company acquired all of the capital stock of Assisted Living Concepts, Inc. In connection with the acquisition, liabilities were assumed as follows:					
Fair value of assets acquired	$ —	$ 315,200	$ 315,200	$ —	$ —
Cash paid	—	(144,199)	(144,578)	—	—
Liabilities assumed	$ —	$ 171,001	$ 170,622	$ —	$ —
Capital lease obligations incurred to purchase properties (Note 14)	$ —	$ 12,848	$ 12,848	$ —	$ —

The accompanying notes are an integral part of these combined financial statements.

ASSISTED LIVING CONCEPTS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

1. BUSINESS

The combined financial statements represent the combined historical financial position and results of operation of the assisted living operations of Extendicare Inc. ("Extendicare") in the United States. As of December 31, 2005, Extendicare's assisted living operations consisted of 211 assisted living facilities (8,673 units). Through the share acquisition of Assisted Living Concepts, Inc. ("ALC") on January 31, 2005, by a wholly owned subsidiary of Extendicare, Extendicare Health Services Inc. ("EHSI"), Extendicare acquired 177 of these assisted living facilities. The remaining assisted living facilities were owned by EHSI prior to the ALC acquisition. Through a series of transactions that are expected to occur in 2006 that are described in notes 2 and 19, substantially all of Extendicare's assisted living operations and properties will be owned and operated by ALC. These combined historical financial statements, referred to as ALC ("the Company") combined financial statements, represent a combination of all of Extendicare's assisted living operations in the United States, the majority of which, will be included within ALC upon the separation from Extendicare. References to "Historic ALC" in these combined financial statements pertain to ALC and its consolidated subsidiaries, as constituted prior to its acquisition by Extendicare on January 31, 2005.

Extendicare is a publicly traded company with shares listed on the New York and Toronto Stock Exchanges. As of December 31, 2005, Extendicare operated 439 nursing and assisted living facilities in North America. Through its U.S. wholly-owned subsidiary, EHSI, as at December 31, 2005, EHSI operated or managed 146 nursing facilities and 216 assisted living facilities. EHSI was incorporated in Delaware in 1984 and as at December 31, 2004, operated 32 assisted living facilities (1,604 units) in nine states. On January 31, 2005, EHSI completed its acquisition of all of the outstanding common shares of ALC for a total of approximately $285 million, including the assumption of $141 million of ALC's existing debt. Upon acquisition, ALC had a portfolio of 177 assisted living facilities, including 122 owned and 55 leased facilities representing 6,838 units. During 2005, EHSI constructed two assisted living facilities that were opened and operated by ALC. As at December 31, 2005, Extendicare operated 211 assisted living facilities (8,673 units) in the United States. As at March 31, 2006, Extendicare operated 208 assisted living facilities (8,521 units) in the United States.

2. ALC SEPARATION TRANSACTION

a) Transaction Agreements to be Completed Prior to Separation Transaction (unaudited)

In preparation for, and immediately prior to the completion of the separation, EHSI and the Company expect to enter into a Separation Agreement, a Tax Allocation Agreement and other agreements related to the separation. These agreements are intended to govern the allocation of assets and liabilities between Extendicare and ALC as well as certain aspects of the ongoing relationship between Extendicare and the Company after the separation. In addition, the Company and Extendicare expect to execute any deeds, bills of sale, stock powers, certificates of title, assignments and other instruments of sale, contribution, conveyance, assignment, transfer and delivery required to consummate the separation of ALC from Extendicare.

Separation Transaction

The Separation Agreement is expected to set forth the agreements with Extendicare related to the transfer of assets and the assumption of liabilities necessary to separate the Company from Extendicare. It also is expected to set forth the Company's and Extendicare's indemnification obligations following the separation. Although the Company expects that most of the assets that constitute its business will be owned by it prior to the Company entering the Separation Agreement, the Separation Agreement is expected to obligate Extendicare to transfer, and cause its affiliates to transfer certain assets, to the Company or its subsidiaries.

In addition, the Company is expected to assume and agree to perform, discharge and fulfill: (i) all liabilities primarily related to, arising out of or resulting from the operation or conduct of the Company's business, except for any pre-separation liabilities related to the 29 assisted living facilities being transferred to the Company by EHSI (see Note 2(b)), and including any liabilities to the extent relating to, arising out of or resulting from any other asset that is transferred to the Company by Extendicare, in each case whether before, on or after the completion of the Plan of Arrangement; (ii) all liabilities recorded or reflected in the financial statements of the Company; (iii) all liabilities relating to certain specified lawsuits that primarily relate to the Company; (iv) liabilities of Extendicare under any agreement between Extendicare and any of the Company's directors or director nominees, entered prior to the completion of the Plan of Arrangement that indemnifies such directors or director nominees for actions taken in their capacity as directors or director nominees of the Company.

Transitional Services

The Company and Extendicare intend to enter into a number of transitional services agreements immediately prior to the separation, pursuant to which Extendicare and its affiliates will perform certain services for the Company for a limited period of time following the separation including. (i) payroll and benefits processing for all of our employees, at pre-defined monthly rates based upon the number of facilities and units being processed; (ii) hosting services for certain of the Company's software applications; and (iii) purchasing services, through EHSI's purchasing group, United Health Facilities, Inc. The Company expects to pay Extendicare for the services it provides based upon rates established with Extendicare that reflect market rates for the applicable service.

Tax Allocation Agreement

The Tax Allocation Agreement, which the Company and Extendicare intend to enter into immediately prior to the separation, is expected to govern both the Company's and Extendicare's rights and obligations after the separation with respect to taxes for both pre and post separation periods. Under the Tax Allocation Agreement, the Company generally is expected to be required to indemnify Extendicare for any taxes attributable to its operations (excluding the assisted living facilities being transferred to the Company from EHSI as part of the separation) for all pre-separation periods and Extendicare generally is expected to be required to indemnify the Company for any taxes attributable to its operations (including the assisted living facilities being transferred to the Company from EHSI as part of the separation) for all pre-separation periods. In addition, it is expected that Extendicare will be liable, and indemnify the Company, for any taxes incurred in connection with the separation.

Under U.S. Federal income tax law, we will be jointly and severally liable for any taxes imposed on Extendicare for the periods during which we were a member of its consolidated group, including any taxes imposed with respect to the disposition of our common stock. There is no assurance, however, that Extendicare will have sufficient assets to satisfy any such liability or that we will successfully recover from Extendicare any amounts for which we are held liable. Our liability for any taxes imposed on Extendicare could materially reduce the price of our common stock.

b) Transactions in 2006 Prior to ALC Separation Transaction (unaudited)

As of December 31, 2005 EHSI owned 33 assisted living facilities and leased one assisted living facility, and operated 32 of the 34 assisted living facilities, with two assisted living facilities owned by EHSI being operated by ALC. In the 2006 March quarter, EHSI closed an assisted living facility (60 units) in Texas, closed an assisted living facility in Oregon (45 units) and the term of a leased assisted living facility (63 units) in Washington ended and EHSI decided to terminate the operations due to poor financial performance. Therefore, as of March 31, 2006 EHSI owned 31 and operated 29 assisted living facilities, with two assisted living facilities owned by EHSI, being operated by ALC.

Since March 31, 2006, the Company has acquired the licenses to operate all of EHSI's 29 assisted living facilities and has entered into purchase agreements with respect to each facility. The Company has completed the purchase of 14 of these facilities for an aggregate purchase price of $49.6 million. The remaining 15 facilities require the approval of local planning commissions to subdivide the properties between the assisted living facilities and skilled nursing facilities that make up those properties. The Company and EHSI have applied for such approval and, once obtained, the Company expects to complete the purchase of the remaining 15 facilities for an aggregate purchase price of $44.9 million in accordance with the terms of the purchase and sale agreements regarding these facilities. These 29 assisted living properties and the corresponding equity contribution are recorded on the Company's historical combined balance sheet at net book value of $60.8 million at December 31, 2005. See further discussion in Note 19c.

In addition, prior to the separation, Extendicare or EHSI expects to make certain capital contributions into ALC as follows: (1) the contribution of cash into ALC to establish Pearson Indemnity Company, Ltd. ("Pearson"), the Company's Bermuda based captive insurance company, (2) the contribution of Omnicare, Inc. ("Omnicare") shares owned by EHSI to ALC with a fair value of $2.7 million at March 31, 2006 (unaudited), (3) the contribution of cash by EHSI into ALC for $5.0 million to fund ALC's acquisition of an office building, (4) a capital contribution of approximately $40.7 million by EHSI as settlement of the outstanding debt owed by ALC to EHSI and an additional $10.3 million cash contribution to equity and (5) the contribution to the Company of Canadian share investments in BNN Investments Ltd. ("BNN") with a fair value of $1.5 million at March 31, 2006 (unaudited) and MedX Health Corporation ("MedX") which had a carrying value of $0.2 million at March 31, 2006 (unaudited), that are currently owned by Extendicare. These transactions are not reflected in these combined financial statements.

c) Basis of Presentation of ALC Combined Financial Statements

The historical combined financial statements of ALC have been prepared to include all of the accounts of various subsidiaries and divisions that comprise Extendicare's assisted living business in the United States and are a combination of: (i) the assisted living facilities operated by EHSI prior to and after its acquisition of Historic ALC, which ranged from 36 facilities as of January 1, 2003 to 29 facilities as of December 31, 2005; (ii) 177 assisted living facilities operated by ALC since Extendicare completed the acquisition of Historic ALC on January 31, 2005; (iii) the assisted living facilities that were constructed by EHSI during 2005 but were opened and operated by ALC. Our historical audited combined financial statements include results from several assets and operations that will not be part of ALC's business following the separation transactions. These assets consist of (i) two assisted living facilities that will be retained by EHSI and another 129 assisted living units that are contained within skilled nursing facilities and (ii) three assisted living facilities formerly operated by EHSI where operations were discontinued in the three months ended March 31, 2006.

The combined financial statements include the transfer of assisted living facility operations and assets that are expected to occur after March 31, 2006 from EHSI to ALC that are outlined below and in Note 19. More specifically, these historical financial statements reflect: (1) the transfer of licenses from EHSI to ALC to operate 29 assisted living facilities that were subject to state regulatory approval, (2) the transfer of ownership from EHSI to ALC as an equity contribution at an aggregate net book value of $60.8 million, 29 assisted living properties that, for 15 of the properties, are subject to planning permission approval.

For purposes of the combined financial statements, assisted living facilities that were sold or closed have been reported as discontinued operations and are summarized in Note 18. Discontinued operations include the two assisted living facilities (141 units) that will be retained by EHSI along with another 129 assisted living units that are contained within skilled nursing facilities that are not expected to be transferred to ALC as part of the Separation Transaction and certain other assisted living facilities that were sold or closed.

For periods prior to the acquisition of Historic ALC, during which EHSI's assisted living operations had a small corporate management staff, estimated incremental costs to support the accounting, human resources, information technology and other administrative services have been allocated to the assisted living operations. Interest expense has also been allocated to the assisted living facilities based upon the facilities historical allocated interest based upon the assisted living facilities' historic cost and current borrowing rates. For the years ended 2003 and 2004, all other assets and liabilities associated with EHSI assisted living operations and its corporate staff have been reflected in the historical audited combined financial statements.

Prior to March 2005, Historic ALC's were headquartered in Dallas, Texas. As part of the consolidation of Historic ALC and EHSI, the headquarters for the combined assisted living facility business was moved to Milwaukee Wisconsin, senior management was replaced and the majority of personnel in the Dallas office were terminated. In addition, the Dallas office administrative functions, composed of information technology, accounting, human resources and corporate management personnel, were relocated to Milwaukee.

For periods subsequent to March 31, 2005, charges related to the combined operations for accounting, human resources, information technology and other administrative services have been allocated to ALC based upon estimated incremental cost to support the combined operations. The incremental cost was determined by comparing the number of employees required to perform the above mentioned functions before and after the ALC acquisition. The incremental employees' wages and benefits were considered an additional cost as a result of the ALC acquisition. Non wage and benefit related costs were reviewed individually and a determination was made as to whether they were related to the ALC acquisition or not. The Company believes that the method used is reasonable. The Company believes that the stand alone costs would not be significantly different than the incremental cost method of allocating these expenses. Stock options of Extendicare shares granted to ALC senior management have been charged to general and administrative expense. Interest charges have been allocated to ALC based upon (1) specific facility debt instruments in place with the applicable interest charges, or (2) interest incurred on the replacement of debt incurred by EHSI in order to repay Historic ALC debt, or (3) for the facilities owned by EHSI, historical allocated interest based upon the assisted living facilities' historic cost and current borrowing rates, or (4) for the debt incurred against the EHSI line of credit on the acquisition of Historic ALC, the interest incurred based upon the average balance of the line of credit and EHSI's average line of credit interest rate. For the year ended December 31, 2005, all assets and liabilities associated with the EHSI assisted living operations have been reflected in the historical audited combined financial statements. In addition, all assets and liabilities associated with the assisted living operations of ALC have been reflected in the historical audited combined financial statements since January 31, 2005, the date of acquisition of ALC.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Principles of Presentation

The combined financial statements include a combination of historical financial assets and operations of the assisted living operations of Extendicare described in Note 1 and Note 2. All significant intercompany accounts and transactions with subsidiaries have been eliminated from the consolidated financial statements.

The combined financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management's most significant estimates include revenue recognition and valuation of accounts receivable, measurement of acquired assets and liabilities in business combinations, valuation of assets and determination of asset impairment, self-insured liabilities for general and professional liability, workers' compensation and health and dental claims, valuation of conditional asset retirement obligations and valuation of deferred tax assets. Actual results could differ from those estimates.

The combined financial statements as of, and for the three months ended March 31, 2006 and 2005 are unaudited and have been prepared in accordance with the Securities and Exchange Commission regulations. Such financial statements do not include all of the information and the footnotes required by accounting principles generally accepted in the United States of America for complete statements. In the opinion of the Company's management, all adjustments necessary for a fair presentation of such financial statements have been included.

The Company operates in only one business segment, being the assisted living business.

b) Cash and Cash Equivalents

The Company considers highly liquid investments that have a maturity of 90 days or less to be cash equivalents. EHSI has a centralized approach to cash management and therefore periodically transfers all excess funds of the Company to EHSI's main cash deposit account. Transfers of cash to (from) EHSI reduces (increases) the Company's advance to EHSI.

c) Accounts Receivable

Accounts receivable are recorded at the net realizable value expected to be received from individual residents, other third- party payors and state assistance programs.

Accounts receivable, other than from government agencies, consist of receivables from residents, families of residents, and various payors that are subject to differing economic conditions. As of December 31, 2005 and December 31, 2004, the Company had approximately 49% and 37%, respectively of its accounts receivable derived from services provided to and owing from residents or third party payors, with the balance owing under various state Medicaid programs. Management does not believe there are any credit risks associated with these government agencies other than possible funding delays.

The Company periodically evaluates the adequacy of its allowance for doubtful accounts by conducting a specific account review of amounts in excess of predefined target amounts and aging thresholds, which vary by payor type. Allowances for uncollectibility are considered based upon the evaluation of the circumstances for each of these specific accounts. In addition, the Company has established internally-determined percentages for allowance for doubtful accounts, which is based upon historical collection trends for each payor type and age of the receivables. Accounts receivable that the Company specifically estimates to be uncollectible, based upon the above process, are fully reserved for in the allowance for doubtful accounts until they are written off or collected. In 2005, 2004 and 2003 the Company incurred write-offs of bad debts of $396,000, $99,000 and $63,000, respectively.

d) Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Provisions for depreciation and amortization are computed using the straight-line method for financial reporting purposes at rates based upon the following estimated useful lives:

Buildings	30 to 40 years
Building improvements	5 to 20 years
Building expenditures pertaining to conditional asset retirement obligations	The shorter of the useful life of the asset or 35 years
Furniture and equipment	3 to 10 years
Leasehold improvements	The shorter of the useful life of the assets or a term that includes required lease periods and renewals that are deemed to be reasonably assured at the date the leasehold improvements are purchased

Construction in progress includes pre-acquisition costs and other direct costs related to acquisition, development and construction of properties, including interest, which are capitalized until the facility is opened. Depreciation of the facility, including interest capitalized, is commenced the month after the facility is opened and is based upon the useful life of the asset, as outlined above.

Maintenance and repairs are charged to expense as incurred. When property or equipment is retired or disposed, the cost and related accumulated depreciation and amortization are removed from the accounts and the resulting gain or loss is included in the results of operations.

e) Leases

Leases that substantially transfer all of the benefits and risks of ownership of property to the Company, or otherwise meet the criteria for capitalizing a lease under accounting principles generally accepted in the United States of America, are accounted for as capital leases. An asset is recorded at the time a capital lease is entered into together with its related long-term obligation to reflect its purchase and financing. Property and equipment recorded under capital leases are depreciated on the same basis as previously described. Rental payments under operating leases are expensed as incurred.

Leases that are operating leases with defined scheduled rent increases are accounted for in accordance with FASB Technical Bulletin 85-3. The scheduled rent increases are recognized on a straight-line basis over the lease term.

f) Goodwill and Other Intangible Assets

Goodwill represents the cost of acquired net assets in excess of their fair market values. Goodwill and intangible assets with indefinite useful lives are not amortized but are tested for impairment at least annually in accordance with the provisions of Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets." Intangible assets with estimable useful lives are amortized over their respective estimated useful lives and also reviewed at least annually for impairment. The Company performs its annual assessment as of September 30 and did not record an impairment of goodwill in 2005, 2004 or 2003.

Resident relationships intangible assets are stated at the amount determined upon acquisition, net of accumulated amortization. Resident relationships intangible assets are amortized on a straight-line basis, based upon a review of the residents' average length of stay. The Company generally amortizes the resident relationships asset over a 36-month period. The amortization period is subject to evaluation upon each acquisition. Amortization of the resident relationships asset is included within amortization expense in the combined statements of income.

g) Long-lived Assets

The Company periodically assesses the recoverability of long-lived assets, including property and equipment, in accordance with the provisions of SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". This statement requires that all long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying value of an asset to the undiscounted future cash flows expected to be generated by the asset. If the carrying value of an asset exceeds its estimated undiscounted future cash flows, an impairment provision is recognized to the extent the book value of the asset exceeds estimated fair value. Assets to be disposed of are reported at the lower of the carrying amount or the fair value of the asset, less all associated costs of disposition. In addition, SFAS No. 144 requires separate reporting of discontinued operations to the component of an entity that either has been disposed of (by sale, abandonment, or in a distribution to owners) or is classified as held for sale. Management considers such factors as current results, trends and future prospects, current market value, and other economic and regulatory factors, in performing these analyses.

h) Parent's Investment

The Company's Parent's Investment represents the historical investment of capital into the Company, accumulated net earnings after taxes, offset by the inter-company transactions that result from the net withdrawals of cash from earnings of the Company. For purposes of these financial statements, it is not possible to segregate the component of Parent's Investment into equity and retained earnings.

EHSI manages cash on a centralized basis, and prior to the acquisition of Historic ALC did not retain any significant cash balances at the assisted living facilities. As a result, cash advances or withdrawals for EHSI facilities prior to and after the acquisition of ALC are recorded in the Parent's Investment account.

After the acquisition of Historic ALC, EHSI maintained ALC's bank account, and until EHSI amended its senior secured credit facility ("Revolving Credit Facility"), did not transfer cash between EHSI and ALC. However, after EHSI amended its Revolving Credit Facility in August 2005, EHSI converted back to its centralized approach to cash management and therefore periodically transferred all excess funds of the Company to EHSI's main cash deposit account. Transfers of cash to (from) EHSI reduces (increases) the Company's advance to EHSI.

i) Revenue Recognition

As of the years ended December 31, 2005, 2004 and 2003 approximately 78%, 93% and 94%, respectively, of revenues are derived from private pay residents or their families directly or through their insurers, Health Maintenance Organization ("HMO"), or other third party providers. The remainder of the Company's revenue is derived from state-funded Medicaid reimbursement programs. Revenues are recorded in the period in which services and products are provided at established rates. Revenues collected in advance are recorded as deferred revenue upon receipt and recorded to revenue in the period the revenues are earned.

j) Interest

For periods prior to the acquisition of Historic ALC, interest expense was allocated to the EHSI assisted living facilities based upon the assisted living facilities' historic cost and the average borrowing rates for those periods. For periods after the acquisition of Historic ALC, interest charges are allocated based upon: (1) any Historic ALC specific facility-based debt instruments in place with the applicable interest charges; (2) interest incurred by EHSI on the replacement of Historic ALC debt; (3) for the facilities owned by EHSI, based upon the assisted living facilities' historic cost and average borrowing rates for those periods, or (4) for the EHSI line of credit debt incurred on the acquisition of Historic ALC, the interest incurred based upon the average balance of the line of credit and EHSI's average interest rate on the line of credit.

k) Asset Retirement Obligations

In March 2005, the FASB issued FASB Interpretation No. 47 ("FIN No. 47"), "Accounting for Conditional Asset Retirement Obligations". FIN No. 47 clarified that the term "conditional asset retirement obligation" as used in SFAS No. 143, "Accounting for Asset Retirement Obligations," refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement are conditional on a future event that may or may not be in control of the entity. FIN No. 47 requires that either a liability be recognized for the fair value of a legal obligation to perform asset-retirement activities that are conditional on a future event if the amount can be reasonably estimated, or where it can not, that disclosure of the liability exists, but has not been recognized and the reasons why a reasonable estimate can not be made. FIN No. 47 became effective as of December 31, 2005. As of December 31, 2005, the Company determined that the amount of the asset retirement obligations was $0.2 million and recorded the charge through operating expenses in the 2005 year.

The Company determined that a conditional asset retirement obligation exists for asbestos remediation for a limited number of older assisted living facilities. Although not a current health hazard in its assisted living facilities, upon renovation, the Company may be required to take the appropriate remediation procedures in compliance with state law to remove the asbestos. The removal of asbestos-containing materials includes primarily floor and ceiling tiles from the Company's pre-1980 constructed assisted living facilities. The fair value of the conditional asset retirement obligation was determined as the present value of the estimated future cost of remediation based on an estimated expected date of remediation. This computation is based on a number of assumptions which may change in the future based on the availability of new information, technology changes, changes in costs of remediation, and other factors.

The determination of the asset retirement obligation was based upon a number of assumptions that incorporate the Company's knowledge of the facilities, the asset life of the floor and ceiling tiles, the estimated timeframes for periodic renovations which would involve floor and ceiling tiles, the current cost for remediation of asbestos and the current technology at hand to accomplish the remediation work. These assumptions to determine the asset retirement obligation may be imprecise or be subject to changes in the future. Any change in the assumptions can impact the value of the determined liability and impact future earnings of the Company.

l) Income Taxes

The Company's results of operations are included in the consolidated federal tax return of the Company's most senior U.S. parent company, Extendicare Holdings, Inc. ("EHI"). Federal current and deferred income taxes payable (or receivable), are determined as if the Company had filed its own income tax returns. Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the expected future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

m) Accounting for Acquisitions

The Company accounts for acquisitions in accordance with SFAS No. 141, "Business Combinations". In October 2002, the Emerging Issues Task Force ("EITF"), issued EITF 02-17, "Recognition of Customer Relationship Intangible Assets Acquired in a Business Combination", which provides implementation guidance in accounting for intangible assets in accordance with FASB No. 141. The Company identifies and accounts for acquired customer and resident relationships pursuant to the provisions of EITF 02-17.

The Company assesses the fair value of acquired assets which include land, building, furniture and equipment, licenses, resident relationships and other intangible assets, and acquired leases and liabilities. In respect to the valuation of the real estate acquired, the Company calculates the fair value of the land and buildings, or properties, using an "as if vacant" approach. The fair value of furniture and equipment is determined on a depreciated replacement cost basis. The value of resident relationships and below (or above) market resident contracts are determined based upon the valuation methodology outlined below. The Company allocates the purchase price of the acquisition based upon these assessments with, if applicable, the residual value purchase price being recorded as goodwill. These estimates were based upon historical, financial and market information. Goodwill acquired on acquisition is not deductible for tax purposes.

Resident relationships represent the assets acquired by virtue of acquiring a facility with existing residents and thus avoiding the cost of obtaining new residents, plus the value of lost net resident revenue over the estimated lease-up period of the property. In order to effect such purchase price allocation, management is required to make estimates of the average facility lease-up period, the average lease-up costs and the deficiency in operating profits relative to the facility's performance when fully occupied. Resident relationships are amortized on a straight-line basis over the estimated average resident stay at the facility.

Below (or above) market resident contracts represent the value of the difference between amounts to be paid pursuant to the in-place resident contracts and management's estimate of the fair market value rate, measured over a period of either the average resident stay in the facility, or the period under which the Company can change the current contract rates to market. The amortization period for the ALC acquisition is 24 months. Amortization of below (or above) market resident contracts are included in revenues in the combined statement of income.

4. ACQUISITION OF ASSISTED LIVING CONCEPTS, INC.

On January 31, 2005, EHSI completed the acquisition of Historic ALC for a total purchase consideration of approximately $285 million, including the assumption of Historic ALC's existing debt with a book value of approximately $141 million. The acquisition was completed immediately subsequent to, and pursuant to, Historic

ALC shareholder approval of the merger and acquisition agreement entered into on November 4, 2004, that provided for the acquisition of all of the outstanding shares and stock options of ALC for $18.50 per share. EHSI financed the acquisition by using approximately $29 million of cash on hand, a $55 million 6% Term Note due 2010 from EHI, and drawing $60 million from its Revolving Credit Facility. The $55 million Term Note and $60 million loan incurred from the Revolving Credit Facility have been accounted for as equity contributions for purposes of the Company's financial statements. On January 31, 2005, ALC had a portfolio of 177 assisted living facilities, comprised of 122 owned properties and 55 leased facilities representing 6,838 units, located in 14 states.

The impact of the acquisition on each asset and liability category in the Company's combined balance sheet is as follows as of January 31, 2005:

	(In thousands)
ASSETS:	
Cash, net of cash used to finance the acquisition	$ 2,348
Accounts receivable	2,898
Other current assets	8,722
Total current assets	13,968
Property, plant and equipment	283,686
Resident relationships intangible	6,357
Goodwill	5,556
Other long-term assets	1,459
Total assets	$311,026
LIABILITIES:	
Current maturities of long-term debt	$ 3,418
Unfavorable leases as lessor	3,715
Other current liabilities	18,318
Total current liabilities	25,451
Long term debt:	
Long-term debt of ALC assumed	140,212
EHSI Credit Facility	60,000
Deferred income taxes	608
Other long-term liabilities	4,755
Total liabilities	231,026
Parent's investment:	
Capital contribution from EHSI	80,000
Total liabilities and parent's investment	$311,026

The financial position and results of operation of ALC are included in the combined financial statements of income and the consolidated statements of cash flows beginning February 1, 2005.

Below is pro forma income statement information of the Company prepared assuming the acquisition of ALC had occurred as of January 1, 2004. This pro forma information includes purchase accounting adjustments but does not include estimated cost savings.

	Years Ended December 31, 2005	2004
	(In thousands)	
Total revenues	$220,051	$211,741
Income from continuing operations before income taxes	$ 20,560	$ 12,164
Net income	$ 12,174	$ 7,568

In January 2005, EHSI amended its then existing senior secured revolving credit facility ("Revolving Credit Facility") to permit the loan from EHI and to partially finance the ALC acquisition. Subsequently, Extendicare advanced $55 million to EHI, which in turn advanced $55 million as a 6% Term Note due to EHSI in 2010. See Note 9.

5. SUPPLIES, PREPAID EXPENSES AND OTHER CURRENT ASSETS

	2005	2004
	(In thousands)	
Deposits	$2,130	$ 56
Prepaid expenses	1,747	80
Supplies	1,027	317
	$4,904	$453

6. PROPERTY AND EQUIPMENT

Property and equipment and related accumulated depreciation and amortization as of December 31 are as follows:

	2005	2004
	(In thousands)	
Land and land improvements	$ 26,317	$ 4,901
Buildings and improvements	370,183	76,391
Furniture and equipment	15,797	7,717
Leasehold improvements	742	605
Construction in progress (Note 15)	1,702	8,086
	414,741	97,700
Less accumulated depreciation and amortization (Note 3(d))	36,379	24,310
	$378,362	$73,390

During 2005, the Company completed eight construction projects for a total cost of $25.5 million. During 2005 the Company completed construction projects that resulted in the opening of three new assisted living facilities (150 units) and increasing the operational capacity at five assisted living facilities (96 units).

During 2004, the Company completed three construction projects for a total cost of $10.0 million. The Company completed construction projects that resulted in increased capacity to two assisted living facilities (46 units) in February 2004 and opened a new assisted living facility (40 units).

7. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill and other intangible assets consisted of the following at December 31:

	2005	2004
	(In thousands)	
Resident relationship intangible, net	$ 4,415	$ —
Goodwill	15,538	9,983
	$19,953	$9,983

Accumulated amortization for resident relationships intangible as at December 31, 2005 was $1.9 million. Estimated amortization expense for the next three years is $2.2 million in 2006, $2.1 million in 2007 and $0.1 million in 2008.

8. OTHER ASSETS

Other assets consisted of the following at December 31:

	2005	2004
	(In thousands)	
Restricted cash for workers' compensation	$2,934	$—
Cash held as collateral for ALC letters of credit	1,041	—
Property tax, insurance and capital expenditure trust funds	958	4
Fund held under deferred compensation plan (Note 10)	275	—
Security deposits	463	—
Assets held for sale	199	25
	$5,870	$29

Restricted cash for workers' compensation is held on deposit as security with a former workers' compensation insurer for periods prior to March 2005.

Cash is held on deposit for security for certain leased assisted living properties. In addition, pursuant to certain leases, the Company is required to fund on a monthly basis amounts for property taxes, insurance and capital expenditures.

9. LONG-TERM DEBT

Long-term debt consisted of the following:

	Interest Rate(1)	March 31, 2006 (Unaudited)	December 31, 2005	December 31, 2004
6.24% Red Mortgage Capital Note due 2014	6.51%	$ 36,367	$ 36,533	$—
DMG Mortgage notes payable, interest rates ranging from 7.58% to 8.65%, due 2008	6.01%	26,981	27,263	—
Capital lease obligations, interest rates ranging from 2.84% to 13.54%, maturing through 2009	6.36%	12,126	12,222	—
Oregon Trust Deed Notes, interest rates ranging from 0.25% to 10.90%, maturing from 2020 through 2026	6.75%	9,425	9,483	—
HUD Insured Mortgages, interest rates ranging from 7.40% to 7.55%, due 2036	6.89%	7,655	7,673	—
Term Loan due 2010 under EHSI Credit Facility, at variable interest rates	6.02%	38,352	38,352	—
Long-term debt before current maturities		130,906	131,526	—
Less current maturities		2,972	2,925	—
Total long-term debt		$127,934	$128,601	$—

(1) Interest rate is effective interest rate as of December 31, 2005. Interest rates were the same at March 31, 2006 (unaudited) as at December 31, 2005 except that the rate on Term Loan due 2010 was 6.31% as of March 31, 2006 (unaudited).

6.24% Red Mortgage Capital Note due 2014

The Red Mortgage Capital Note has a fixed interest rate of 6.24%, with a 25-year principal amortization, and is secured by 24 assisted living facilities. The Red Mortgage Capital Note was entered into by subsidiaries of the Company and is subject to a limited guaranty by ALC.

DMG Mortgage Notes Payable due 2008

DMG Mortgage Notes Payable ("DMG Notes") includes three fixed rate notes that are secured by 13 assisted living facilities located in Texas, Oregon and New Jersey. The DMG Notes were entered into by subsidiaries of Historic ALC and are subject to a limited guaranty by the Company. These notes collectively require monthly principal and interest payments of $0.2 million with balloon payments of $11.8 million, $5.3 million and $7.2 million due at maturity in May, August and September 2008, respectively. These loans bear interest at fixed rates ranging from 7.58% to 8.65%.

Capital Lease Obligations

In March 2005, the Company amended lease agreements with Assisted Living Facilities, Inc. ("ALF"), an unrelated party, relating to five assisted living facilities located in Oregon. The amended lease agreements provide the Company with an option to purchase the facilities in 2009 at a fixed price. The option to purchase was determined to be a bargain purchase price, requiring that the classification of these leases be changed from operating to capital. As a result, a capital lease obligation of $12.8 million was recorded, which represents the estimated market value of the properties as of the lease amendment date and also approximates the present value of future payments due under the lease agreements, including the purchase option payment. The option to purchase must be exercised prior to July 1, 2009 with closing on or about December 31, 2009.

Oregon Trust Deed Notes

The Oregon Trust Deed Notes ("Oregon Revenue Bonds") are secured by buildings, land, furniture and fixtures of six Oregon ALC assisted living facilities. The notes are payable in monthly installments including interest at effective rates ranging from 0.25% to 10.9%.

Under debt agreements relating to the Oregon Revenue Bonds, the Company is required to comply with the terms of certain regulatory agreements until the scheduled maturity dates of the Oregon Revenue Bonds. Refer to Note 15 for details of the regulatory agreements.

HUD Insured Mortgages due 2036

The HUD insured mortgages include three separate loan agreements entered into in 2001. The mortgages are each secured by a separate assisted living facility located in Texas. These loans mature between July 1, 2036 and August 1, 2036 and collectively require principal and interest payments of $50,000 per month. The loans bear interest at fixed rates ranging from 7.40% to 7.55%.

Term Loan due 2010 under EHSI Credit Facility

ALC has access to utilize, subject to certain restrictions, the EHSI credit facility. EHSI has periodically borrowed under its previous line of credit for reasons related to our assisted living facilities. In January 2005, EHSI borrowed $60.0 million under its credit facility to finance the acquisition of Historic ALC. These borrowings have been reflected on our historic combined balance sheet as long-term debt. As of December 31, 2005, and March 31, 2006 (unaudited), ALC's share of the term loan under the EHSI credit facility was $38.4 million and is included in ALC's long-term debt. Interest paid to EHSI during 2005 relating to the EHSI term loan was $2.1 million.

EHSI will continue to be liable for the term loan. Although some ALC and EHSI assisted living facilities currently secure EHSI's credit facility, these security interests will be released, and ALC and its restricted subsidiaries will be released from their obligations under the EHSI Credit Facility in connection with the separation and EHSI's refinancing of its Revolving Credit Facility.

EHSI Long-term Debt

EHSI has two private placements, consisting of Senior and Subordinated Notes, that are secured by EHI, EHSI and ALC, and in part by certain of the Company's assisted living facilities. Upon separation, the Senior and Subordinated Notes will be repaid in full, the associated swap and cap agreements will be terminated, and alternative financing will be arranged by EHSI. EHSI has also a term note payable of $55.0 million due to Extendicare. All costs associated with the repayment of the Senior and Subordinated Notes and the Extendicare term note will be borne by EHSI. The financial cost associated with such repayments will be incurred by EHSI and have not been reflected within these financial statements.

EHSI 6% Advance to ALC

As of December 31, 2005 and March 31, 2006, EHSI had advanced to ALC $47.2 million and $40.7 million (unaudited), respectively. The EHSI advance is reported on the combined balance sheet as "Due to Shareholders and Affiliates," and separate from long-term debt. See Note 13.

Principal Repayment Schedule

Principal payments on long-term debt due within the next five years and thereafter, as of December 31, 2005, are as follows (dollars in thousands):

2006	$ 2,925
2007	3,115
2008	26,897
2009	30,691
2010	19,889
After 2010	48,009
	$131,526

The following summarizes the components of interest expense, net:

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
	(Unaudited)				
			(In thousands)		
Interest expense	$2,945	$2,499	$11,958	$1,738	$2,702
Interest income	(115)	(47)	(355)	—	(4)
	$2,830	$2,452	$11,603	$1,738	$2,698

For period prior to the acquisition of Historic ALC, Interest expense was allocated to the assisted living facilities based upon the assisted living facilities' historic cost and the average borrowing rates for those periods. For periods after the acquisition of Historic ALC, interest charges have been allocated based upon: (1) any Historic ALC specific facility-based debt instruments in place with the applicable interest charges; (2) interest incurred by EHSI on the replacement of Historic ALC debt; (3) for the facilities owned by EHSI, based upon the assisted living facilities' historic cost and average borrowing rates for those periods, or (4) for the EHSI line of credit debt incurred on the acquisition of Historic ALC, the interest incurred based upon the average balance of the line of credit and EHSI's average interest rate on the line of credit.

10. ACCRUED LIABILITIES

Accrued liabilities consisted of the following at December 31:

	2005	2004
	(In thousands)	
Property taxes, utilities and other taxes	$ 4,989	$ 562
Salaries and wages, fringe benefits and payroll taxes	4,278	1,112
Workers' compensation	4,361	509
Accrued operating expenses	3,965	142
Above (or below) market resident contracts	1,227	—
Health and dental claims	1,179	180
Interest and financing	268	—
	$20,267	$2,505

The Company self insures for health and dental claims. In addition, the Company self insures for workers' compensation in all states, with the exception of Washington where the Company participates in a State plan and Texas where the Company is insured with a third-party insurer.

11. ACCRUAL FOR SELF-INSURED GENERAL AND PROFESSIONAL LIABILITIES

The Company insures general and professional liability risks with Laurier Indemnity Company Ltd. ("Laurier"), an affiliated insurance subsidiary of Extendicare and other third-party insurers. The Company insures through Laurier on a claims made basis above specified self-insured retention levels. Laurier insures above the Company's self-insured retention levels and has re-insured for significant or catastrophic risks up to a specified level through a third party insurer. The insurance policies cover comprehensive general and professional liability (including malpractice insurance) for the Company's health providers, assistants and other staff as it relates to their respective duties performed on the Company's behalf and employers' liability in amounts and with such coverage and deductibles as determined by the Company, based on the nature and risk of its businesses, historical experiences, availability and industry standards. Self-insured liabilities with respect to general and professional liability claims are included within the accrual for self-insured liabilities. Self-insured liabilities prior to the acquisition of ALC were insignificant.

Management regularly evaluates the appropriateness of the premiums paid to Laurier through independent third party insurers and of the self-insured liability through an independent actuarial review. General and professional liability claims are the most volatile and significant of the risks for which the Company self insures. Management's estimate of the accrual for general and professional liability costs is significantly influenced by assumptions, which are limited by the uncertainty of predicting future events, and assessments regarding expectations of several factors. Such factors include, but are not limited to: the frequency and severity of claims, which can differ materially by jurisdiction; coverage limits of third-party reinsurance; the effectiveness of the claims management process; and the outcome of litigation. In addition, the Company estimates the amount of general and professional liability claims it will pay in the subsequent year and classifies this amount as a current liability.

Following is a summary of activity in the accrual for self-insured general and professional liabilities:

	2005	2004
	(In thousands)	
Balances at beginning of year	$ —	$—
Increase due to acquisition	903	—
Cash payments	(324)	—
Provisions	748	—
Balances at end of year	$1,327	$—
Current portion	$ 300	$—
Long-term portion	1,027	—
Balances at end of year	$1,327	$—

12. OTHER LONG-TERM LIABILITIES

Other long-term liabilities consisted of the following at December 31:

	2005	2004
	(In thousands)	
Unfavorable lease adjustment as lessee	$3,832	$—
Future lease commitments	2,137	—
Deferred compensation	914	—
Asset retirement obligation	298	—
	$7,181	$—

Unfavorable Lease Adjustment as Lessee

The Company evaluated the ALC leases in existence at the date of the acquisition and determined, based upon future discounted lease payments over the remaining term of the lease, an excess was to be paid, as compared to the market, based upon the operating cash flows of the leased facilities. The unfavorable lease liability upon acquisition was $4.0 million. The unfavorable lease liability is amortized on a straight-line basis, as an offset to lease expense, over the term of the lease agreements. The amount of unfavorable lease amortization for the eleven-month period ended December 31, 2005 was $0.1 million.

Future Lease Commitments

Future lease commitments represent the cumulative excess of lease expense computed on a straight-line basis for the lease term over actual lease payments. Under FASB Technical Bulletin 85-3, the effects of scheduled rent increases, which are included in minimum lease payments under SFAS No. 13, Accounting for Leases, are recognized on a straight-line basis over the lease term.

Deferred Compensation

The Company maintains an unfunded deferred compensation plan offered to all company employees defined as highly compensated by the Internal Revenue Code in which participants may defer up to 10% of their base salary.

The Company matches up to 50% of the amount deferred. The Company also maintains non-qualified deferred compensation plans covering certain executive employees. Expenses incurred for Company contributions under such plans were $26,000, $0 and $0 in 2005, 2004 and 2003, respectively.

Other Employee Pension Arrangements

The Company maintains defined contribution retirement 401(k) savings plans, which are made available to substantially all of the Company's employees. Effective January 1, 2006 for ALC, and previously for EHSI, the Company pays a matching contribution of 25% of every qualifying dollar contributed by plan participants, net of any forfeiture. Expenses incurred by the Company related to the 401(k) savings plans were $26,000, $23,000 and $18,000 in 2005, 2004 and 2003, respectively.

13. BALANCES DUE TO AND TRANSACTIONS WITH SHAREHOLDER AND AFFILIATES

Balances Due to Shareholder and Affiliates

EHSI 6% Advance to ALC

As of March 31, 2006 (unaudited) and December 31, 2005, EHSI had advanced to ALC $40.7 million and $47.2 million, respectively. The advance was the result of two advances after August 2005 when EHSI entered into its new credit facility. The EHSI advance is reported on the combined balance sheet as "Due to Shareholders and Affiliates", and separate from long-term debt. On August 4, 2005, EHSI entered into a new credit facility and used the proceeds to repay in full the $64.0 million balance under its former credit facility (including the $60.0 million borrowed for the ALC acquisition), advanced $34.0 million to ALC to repay ALC's GE Capital term loan, and used the remainder to pay transaction fees and expenses. In December 2005, EHSI advanced $17.0 million to ALC, the proceeds of which, together with available cash, were used to repay $21.1 million of certain revenue bonds. As a result of these transactions, ALC incurred indebtedness of $51.0 million to EHSI that was subsequently reduced to $47.2 million at December 31, 2005 and further reduced to $40.7 million at March 31, 2006 (unaudited) through prepayments. The advance from EHSI bears interest at 6% and ALC paid interest of $0.9 million to EHSI in 2005 on this advance.

Refer to Note 19 (f) on the expected conversion of the EHSI 6% advance into equity of ALC.

Non-interest Bearing Balances Relating to Federal Income Taxes

EHI, the Company's ultimate U.S. parent company, is responsible for all federal tax return filings and therefore the Company incurs charges (payments) from (to) shareholder for income taxes and the Company has balances due to EHI in each of the three years 2005, 2004 and 2003. Advances made and outstanding in respect of federal tax payments are non-interest bearing. Those balances are as follows:

	As of March 31, 2006	As of December 31, 2005	As of December 31, 2004
	(Unaudited)		
	(In thousands) receivable (payable)		
Current assets:			
Deferred federal income taxes	$ 9	$ 350	$ 352
Current liabilities:			
Federal income taxes	$ (998)	$ —	$ —
Long-term liabilities:			
Deferred federal income taxes	$(3,224)	$(3,324)	$(1,137)

Transactions with Shareholders and Affiliates

The following is a summary of the Company's transactions with Extendicare and its affiliates in 2005, 2004 and 2003:

Insurance

The Company insures certain risks with Laurier Indemnity Company, Ltd. an affiliated insurance subsidiary of Extendicare and third party insurers. The consolidated statements of income for 2005, 2004 and 2003 include intercompany insurance premium expenses of $704,000, $58,000 and $41,000, respectively.

Computer, Accounting and Administrative Services

The Company was provided with computer hardware and software support services from Virtual Care Provider, Inc. ("VCPI"). The annual cost of services was based upon rates that are estimated to be equivalent to those from unaffiliated sources and was $985,000, $267,000, $272,000 for the years ended 2005, 2004 and 2003, respectively. In addition, the Company was provided payroll and benefits, financial management and reporting, tax, legal, human resources and reimbursement services from EHSI. The annual cost was based upon actual incremental costs of the services provided and was $670,000, $238,000, $231,000 for the years ended 2005, 2004 and 2003, respectively.

14. LEASE COMMITMENTS

As at December 31, 2005, as a lessee, the Company was committed under non-cancelable leases requiring future minimum rentals as follows:

	Capital Leases	Operating Leases	Total
		(In thousands)	
2006	$ 1,156	$ 13,203	$ 14,359
2007	1,185	13,066	14,251
2008	1,215	13,362	14,577
2009	11,558	13,472	25,030
2010	—	13,643	13,643
After 2010	—	48,870	48,870
Total minimum lease payments	$15,114	$115,616	$130,730
Less amounts representing interest (at rates from 2.8% to 13.5%)	2,892		
Present value of net minimum capital lease payments	12,222		
Less current maturities of capital lease obligations	390		
Capital lease obligations, excluding current maturities	$11,832		

a) Lease agreement with LTC Properties, Inc.

In January 2005, the Company entered into two new master lease agreements with LTC Properties, Inc. ("LTC") in respect of 37 facilities leased to the Company by LTC. Under the terms of the master lease agreements, which became effective January 1, 2005, the Company agreed to increase the annual rent paid to LTC by $250,000 per annum for each of the successive four years, commencing on January 1, 2005, and amended the terms relating to inflationary increases. Formerly, the 37 leases had expiration dates ranging from 2007 through 2015. Under the terms of the master lease agreements, the initial 10 year lease term commenced on January 1, 2005, and there are three successive 10-year lease renewal terms, to be exercised at the option of the Company. There are no significant economic penalties to the Company if it decides not to exercise the renewal options. The aggregate minimum rent payments for the LTC leases for the calendar years 2006 through 2008 are $9.8 million, $10.2 million and $10.7 million, respectively. The minimum rent will increase by 2% over the prior year's minimum rent for each of the calendar years 2009 through 2014. Annual minimum rent during any renewal term will increase a minimum of 2% over the minimum rent of the immediately preceding year. In accordance with FASB Technical Bulletin 85-3, the Company accounts for the effect of scheduled rent increases on a straight-line basis over the lease term.

LTC obtained financing for five of the leased properties in the State of Washington through the sale of Revenue Bonds that contain certain terms and conditions within the debt agreements. The Company must comply with these terms and conditions and failure to adhere to those terms and conditions may result in an event of default to the lessor and termination of the lease. Refer to Note 15 for further details.

b) Lease agreement with Assisted Living Facilities, Inc. ("ALF")

The Company has five leased properties with ALF in the State of Oregon that within the lease contain an option to purchase the properties in July 2009. The option to purchase was determined to be a bargain purchase price, requiring that the classification of these leases as capital leases (see Note 9). ALF obtained financing for these properties through the sale of Revenue Bonds that contain certain terms and conditions within the debt agreements. The Company must comply with these terms and conditions and failure to adhere to those terms and conditions, may result in an event of default to the lessor and termination of the lease. See Note 15 for further details. In addition, a capital replacement escrow account is required to be maintained for the ALF leases to cover future expected capital expenditures.

c) Letters of credit

As of December 31, 2005, the Company had issued $3.7 million in letters of credit. Approximately $1.0 million of the letters of credit are secured with cash collateral and to provide security for landlords of leased properties. Approximately $2.9 million of letters of credit are secured through EHSI line of credit as security for workers compensation liabilities. The letters of credit are renewed annually and have maturity dates ranging from January 2007 to February 2007.

15. COMMITMENTS AND CONTINGENCIES

Revenue Bonds

The Company owns six assisted living facilities in Oregon, financed by Oregon Revenue Bonds that mature between 2020 through 2026. Under the terms and conditions of the debt agreements, ALC is required to comply with the terms of the regulatory agreement until the original scheduled maturity dates for the Revenue Bonds outlined below.

In addition, the Company formerly financed 15 assisted living facilities located in the States of Washington, Idaho and Ohio by Revenue Bonds that were prepaid in full in December 2005. The aggregate amount of the Revenue Bonds upon repayment was $21.1 million. However, despite the prepayment of the Revenue Bonds, under the terms and conditions of the debt agreements, the Company is required to continue to comply with the terms of the regulatory agreement until the original scheduled maturity dates for the Revenue Bonds. The original scheduled maturity dates were 2018 for the Washington Revenue Bonds, 2017 for the Idaho Revenue Bonds, and 2018 for the Ohio Revenue Bonds.

Under the terms of the debt agreements relating to the Revenue Bonds, the Company is required, among other things, to lease at least 20% of the units of the projects to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. This condition is required in order to preserve the federal income tax exempt status of the Revenue Bonds during the term they are held by the bondholders. There are additional requirements as to the age and physical condition of the residents that the Company must also comply. The Company must also comply with the terms and conditions of the underlying trust deed relating to the debt agreement and report on a periodic basis to the State of Oregon, Housing and Community Services Department ("OHCS"), for the Oregon Revenue Bonds, the Washington State Housing Finance Commission ("WSHFC") for the former Washington Revenue Bonds, the Ohio Housing Finance Commission ("OHFC") for the former Ohio Revenue Bonds, and Idaho Housing and Community Services ("IHCS") for the former Idaho Revenue Bonds. Non-compliance with these restrictions may result in an event of default and cause fines and other financial costs.

In addition, the Company leases five properties from ALF in Oregon and five properties from LTC in Washington that were financed through the sale of Revenue Bonds and contain certain terms and conditions within the debt agreements. The Company must comply with these terms and conditions and failure to adhere to those terms and conditions may result in an event of default to the lessor and termination of the lease for the Company. The leases require, among other things, that in order to preserve the federal income tax exempt status of the bonds, the Company is required to lease at least 20% of the units of the projects to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. There are additional requirements as to the age and physical condition of the residents with which the Company must also comply. Pursuant to the lease agreements with ALF and LTC, the Company must comply with the terms and conditions of the underlying trust deed relating to the debt agreement and report on a periodic basis to OHCS, for the ALF leases, and WSHFC, for the LTC leases.

Capital Expenditures

As of December 31, 2005, the Company has four new construction projects in progress, which are expected to add 77 assisted living units. The total estimated cost of the projects is $12.5 million, and they are expected to be completed in 2006 through 2007. Costs incurred through December 31, 2005 on these projects were approximately $2.2 million and purchase commitments of $0.5 million are outstanding. As of December 31, 2005, the Company had other capital expenditure purchase commitments outstanding of approximately $1.4 million.

Insurance and Self-insured Liabilities

The Company insures certain risks with affiliated insurance subsidiaries of Extendicare and third-party insurers. The insurance policies cover comprehensive general and professional liability (including malpractice insurance) for the Company's health providers, assistants and other staff as it relates to their respective duties performed on the Company's behalf, workers' compensation and employers' liability in amounts and with such coverage and deductibles as determined by the Company, based on the nature and risk of its businesses, historical experiences, availability and industry standards. The Company also self insures for health and dental claims, in certain states for workers' compensation and employer's liability and for general and professional liability claims up to a certain amount per incident. Self-insured liabilities with respect to general and professional liability claims are included within the accrual for self-insured liabilities.

Litigation

The Company and its subsidiaries are defendants in actions brought against them from time to time in connection with their operations. While it is not possible to estimate the final outcome of the various proceedings at this time, such actions generally are resolved within amounts provided.

The Company is subject to claims and lawsuits in the ordinary course of business. The largest category of these relates to workers' compensation. The Company records reserves for claims and lawsuits when they are probable and reasonably estimable. For matters where the likelihood or extent of a loss is not probable or cannot be reasonably estimated, the Company has not recognized in the accompanying combined financial statements all potential liabilities that may result. If adversely determined, the outcome of some of these matters could have material adverse effect on the Company's business, liquidity, financial position or results of operations.

16. INCOME TAXES

The Company's results of operations are included in a consolidated federal tax return.

Total income taxes for the years ended December 31, 2005, 2004 and 2003 were as follows:

	2005	2004	2003
		(In thousands)	
Income tax expense	$8,119	$1,138	$1,013

The income tax expense (benefit) consists of the following for the years ended December 31:

	2005	2004	2003
		(In thousands)	
Federal:			
Current	$4,286	$ 970	$ 895
Deferred	2,612	(16)	(45)
Total Federal	6,898	954	850
State:			
Current	448	187	172
Deferred	773	(3)	(9)
Total State	1,221	184	163
Total income tax expense	$8,119	$1,138	$1,013

The differences between the effective tax rates on income before income taxes and the United States federal income tax rate are as follows:

	2005	2004	2003
Statutory federal income tax rate	35.0%	34.0%	34.0%
Increase (reduction) in tax rate resulting from:			
State income taxes, net of Federal income tax benefit	3.8	4.1	4.0
Work opportunity credit	(0.1)	(0.5)	(0.8)
Other, net	0.3	0.3	0.2
Effective tax rate	39.0%	37.9%	37.4%

The Company made payments to its parent of $5.2 million, $1.3 million and $0.7 million in 2005, 2004 and 2003, respectively for federal income taxes.

The components of the net deferred tax assets and liabilities as of December 31 are as follows:

	2005	2004
	(In thousands)	
Deferred tax assets:		
Employee benefit accruals	$ 2,441	$ 368
Accrued liabilities	832	—
Accounts receivable reserves	393	40
Capital loss carryforwards	155	—
Operating loss carryforwards	14,453	—
Goodwill	152	—
Fair value adjustment for leases	3,043	—
Fair value adjustment for debt	1,543	—
Deferred financing fee	2,058	—
Alternative minimum tax carry forward	898	—
Other assets	2,049	5
Total deferred tax assets	28,017	413
Deferred tax liabilities:		
Depreciation	28,347	1,285
Miscellaneous	3,066	33
Total deferred tax liabilities	31,413	1,318
Net deferred tax assets (liabilities)	$ (3,396)	$ (905)

The Company paid state income taxes of $0.8 million, $0.2 million and $ 0.1 million in 2005, 2004 and 2003, respectively.

Historic ALC has $55.2 million of net operating losses available for federal income tax purposes, which will expire between 2009 and 2025. These net operating losses were partially generated prior to and after Historic ALC's emergence from bankruptcy on January 1, 2002. Historic ALC's emergence from bankruptcy created an ownership change as defined by the IRS. Section 382 of the Internal Revenue Code imposes limitations on the utilization of the loss carryfowards and built-in losses after certain ownership changes of a loss company. Historic ALC was deemed to be a loss company for these purposes. Under these provisions, ALC's ability to utilize the Historic ALC loss carryforwards generated prior to Historic ALC's emergence from bankruptcy and built-in losses in the future will generally be subject to an annual limitation of approximately $1.6 million. Any unused amount is added to and increases the limitation in the succeeding year. Historic ALC's net unrealized built-in losses were $38.2 million as of December 31, 2005. The deferred tax assets include loss carryforwards and built-in losses and their related tax benefit available to the Company to reduce future taxable income within the allowable IRS carryover period.

The acquisition of the Historic ALC by EHSI also created an ownership change as defined under Section 382 of the Internal Revenue Code. Historic ALC's loss carryforwards generated subsequent to its emergence from bankruptcy are available to the Company subject to an annual limitation of approximately $5.5 million. Any unused amount is added to and increases the limitation in the succeeding year.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Management believes it is more likely than not the Company will realize the benefits of these deductible differences, net of the valuation allowances.

17. DISCLOSURES ABOUT FAIR VALUES OF FINANCIAL INSTRUMENTS

The estimated fair values of the Company's financial instruments at December 31 are as follows:

	2005		2004	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
	(In thousands)			
ASSETS:				
Cash and cash equivalents	$ 6,439	$ 6,439	$119	$119
Supplies, prepaid expenses and other current assets:				
Deposits	2,130	2,130	56	56
Other assets (long-term):				
Restricted cash for workers' compensation	2,934	2,934	—	—
Cash held as collateral for ALC letters of credit	1,041	1,041	—	—
Property tax, insurance and capital expenditure trust funds	958	958	4	4
Fund held under deferred compensation plan	275	275	—	—
Security deposits	463	463	—	—
LIABILITIES:				
Long-term debt, including current maturities	$131,526	$132,127	$ —	$ —
Interest-bearing advance from EHSI	47,218	47,218	—	—

Trade receivables and payables have an estimated market value equal to their carrying value. The fair value of long-term debt is estimated based on approximate borrowing rates currently available to the Company for debt equal to the existing debt maturities.

18. DISCONTINUED OPERATIONS

The following is a summary of the results of operations for facilities that have been disposed of, or are under a plan of divestiture.

	Three Months Ended March 31,		Year Ended December 31,		
	2006	2005	2005	2004	2003
	(Unaudited)				
	(In thousands)				
Revenues	$ 487	$ 750	$2,900	$5,195	$ 6,397
Costs and expenses (income):					
Operating	522	755	3,021	4,729	5,715
Lease costs	101	97	399	401	485
Depreciation and amortization	53	52	171	468	1,252
Interest expense (income)	7	23	1	(23)	(37)
Loss on impairment of long-lived assets	1,731	—	—	—	—
	2,414	927	3,592	5,575	7,415
Loss from discontinued operations before income taxes	(1,927)	(177)	(692)	(380)	(1,018)
Income tax benefit	(759)	(67)	(324)	(152)	(390)
Net loss from discontinued operations	$(1,168)	$(110)	$ (368)	$ (228)	$ (628)

The above summary of discontinued operations includes the following:

(a) Closure and Disposition of Assisted Living Facility in Texas

In the first quarter of 2006, due to future capital needs of the facility and poor financial performance, the Company decided to close an assisted living facility (60 units) located in San Antonio, Texas and actively pursue the disposition of the property on the market. In the first quarter of 2006 certain required structural costs were identified which resulted in the decision to close the facility. As a result, the Company has reclassified the financial results of this facility to discontinued operations and recorded an impairment charge of $1.7 million. See Note 19 for subsequent events.

(b) Closure of Assisted Living Facility in Washington

In the first quarter of 2006, the lease term ended for an assisted living facility (63 units) in Edmonds, Washington, and the Company decided to terminate its operations due to poor financial performance. The Company concluded its relationship with the landlord on April 30, 2006. As a result, the Company has reclassified the financial results of this facility to discontinued operations. There was no gain or loss on disposition of the operations and leasehold interest.

(c) Sale of Assisted Living Facilities in Arkansas

In August 2004, the Company sold its three assisted living facilities (181 units) in Arkansas for cash of $4.3 million, which was approximately equal to net book value. There was no gain or loss from this sale.

(d) Closure of Other Assisted Living Units

The following assisted living units were discontinued for use within the Company's skilled nursing facilities: (1) a 12-unit facility in Washington in 2005; (2) a 10-unit facility in Ohio in 2004; and (3) a 24-unit facility in Indiana and a 19-unit assisted living facility in Ohio in 2003.

19. SUBSEQUENT EVENTS

(a) Strategic Initiatives

In February 2006, the Board of Directors of Extendicare announced the appointment of a committee of independent directors to review and consider various structures and options that would provide value to its shareholders. The Board of Extendicare believed that the Extendicare share price had not been reflective of its underlying operational performance and historical results. A sale or reorganization of all, or part, of Extendicare, were among the alternatives being explored. Extendicare gave no assurance that any such transaction would be completed in whole or in part.

(b) ALC Separation Transaction (unaudited)

On May 31, 2006, the Board of Directors of Extendicare approved the separation of Company's from Extendicare in connection with the simultaneous conversion of Extendicare into an unincorporated open-ended real estate investment trust established under the laws of Ontario. If approved by the holders of Extendicare's Subordinate and Multiple Voting Shares and the Ontario Superior Court of Justice (Commercial List), the separation is expected to occur within two weeks following the special meeting of holders of Extendicare's Subordinate and Multiple Voting Shares called to approve the transactions. In connection with the separation, holders of Extendicare Subordinate Voting Shares are expected to receive (i) one Extendicare Common Share and (ii) one share of Class A common stock of ALC from Extendicare for each Extendicare Subordinate Voting Share that they hold as of the Effective Time; holders of Extendicare Multiple Voting Shares are expected to receive (i) 1.075 Extendicare Common Shares and (ii) one share of Class B common stock of ALC from Extendicare for each Extendicare Multiple Voting Share that they hold as of the Effective Time; and each Extendicare Common Share received in the transactions described above are expected to immediately be exchanged by the holder thereof for units of Extendicare REIT on a 1:1 basis, or, at the election of holders that are Canadian residents, for units of Extendicare Holding Partnership on a 1:1 basis. The separation is expected to be accounted for at historical cost due to the pro rata nature of the distribution.

The authorized capital stock of the Company consists of shares of Class A common stock, par value of $0.01 per share and shares of Class B common stock, par value $0.01 per share. Subject to certain voting rights of the holders of Class B common stock, the Company's Board of Directors is authorized to provide for the issuance of preferred stock in one or more series and to fix the designations, preferences, powers, participation rights, qualifications and limitations and restrictions, including the dividend rate, conversion rights, voting rights, redemption price and liquidation preferences of such preferred stock. Immediately following the separation, ALC expects to have approximately 57.8 million shares of Class A common stock outstanding, 11.8 million shares of Class B common stock outstanding and no preferred stock outstanding, based upon the number Subordinate and Multiple Voting Shares of Extendicare outstanding as of May 31, 2006 (assuming all of the approximately 1.6 million options to purchase Extendicare Subordinate Voting Shares outstanding are exercised). Each share of

Class B common stock is convertible at any time and from time to time at the option of the holder thereof into 1.075 shares of Class A common stock. Shares of Class A common stock are not convertible into shares of Class B common stock.

Upon the separation of the Company from Extendicare, the Company will operate 206 facilities (8,251 units) in the United States and hold certain other share investments. Following the separation, the Company and Extendicare will operate independently. Other than shares of our common stock held by Extendicare as a result of holders of Extendicare Subordinate and Multiple Voting Shares exercising dissent rights in connection with the Plan of Arrangement, neither we nor Extendicare will have any stock ownership, or, beneficial interest, in the other.

Upon the separation of the Company from Extendicare, the Company expects to have in place a stock incentive plan. Currently, certain employees of the Company participate in Extendicare's stock option plan and have options to purchase Extendicare stock. Compensation expense of $79,000, nil, and nil, for the years ended 2005, 2004 and 2003, respectively, have been reflected in the historical financial statements. For the there month period ended March 31, 2006 and 2005, compensation expense was $278,000 and nil, respectively.

(c) Transfer of EHSI Assisted Living Operations and Properties to the Company (unaudited)

Since March 31, 2006, the Company has acquired the licenses to operate all of EHSI's 29 assisted living facilities and has entered into purchase agreements with respect to each facility. The Company has completed the purchase of 14 of these facilities for an aggregate purchase price of $49.6 million. The remaining 15 facilities require the approval of local planning commissions to subdivide the properties between the assisted living facilities and skilled nursing facilities that make up those properties. The Company and EHSI have applied for such approval and, once obtained, the Company expects to complete the purchase of the remaining 15 facilities for an aggregate purchase price of $44.9 million in accordance with the terms of the purchase and sale agreements regarding these facilities.

In the interim, until local planning commission approval is received for these 15 assisted living facilities, the Company has entered into a lease for the land component of the properties and assisted living facilities with EHSI. Since March 31, 2006, the Company has acquired the license to operate all of EHSI's 29 assisted living facilities and has entered into purchase agreements with respect to each facility. The Company has completed the purchase of 14 of these facilities for an aggregate purchase price of $49.6 million. Unlike the 14 free standing facilities that the Company has purchased, the remaining 15 facilities require the approval of local planning commissions to subdivide the properties between the assisted living facilities and skilled nursing facilities that make up those properties. The Company has applied for such approval and, once obtained, the Company expects to complete the purchase of the remaining 15 facilities for an aggregate purchase price of $44.9 million in accordance with the terms of the purchase and sale agreements that we have entered with EHSI with respect to these facilities. In the interim, the Company has entered into a lease agreement with EHSI for the land component and assisted living facilities. If EHSI has not obtained approval to subdivide any of the properties immediately prior to the separation, the Company expects to purchase all but the land component of the applicable property, which in aggregate totals $42.3 million, and EHSI expects to make a capital contribution to us in an amount equal to the purchase price of the land component of the property, which in aggregate totals $2.6 million, which the Company would subsequently loan back to EHSI in exchange for a note. In addition, for any property awaiting local planning approval, the applicable lease agreement with EHSI would be adjusted to become only a land lease of such property. The Company expects to lease the land component for any properties awaiting planning permission for an initial term of five years, with two successive renewal periods of five years each, exercisable at the Company's option. Should all of the properties await local planning approval, the initial aggregate lease payments due under these leases are expected to be $0.3 million. The lease amounts would increase annually based upon the Consumer Price Index. In addition, at the end of each lease period, the lease rates would be reassessed and reset to reflect fair market value rates. Upon receipt of approval, the land leases would be terminated, EHSI would repay the amount due on the note and the Company would pay EHSI for the land. The note would bear interest at 6.0% and would mature at the earliest of the date that planning commission approval is received or the date that the corresponding lease matures. The historical combined balance sheets reflects the transfer of all 29 properties to ALC as an equity contribution at the aggregate net book value of $60.8 million.

(d) Transfer of Cash, Share Investments and Notes Prior to ALC Separation (unaudited)

Prior to the separation, Extendicare is expected to make certain capital contributions into ALC as follows: (1) the contribution of share investments in Omnicare to ALC, that are currently owned by EHSI, (2) the contribution of $10.0 million in cash into Pearson, (3) a contribution of $5.0 million in cash to enable ALC to purchase an office building for its headquarters, (4) a capital contribution in the amount of approximately $40.7 million by EHSI as settlement of the outstanding debt owed by ALC to EHSI and an additional $10.3 million cash contribution by EHSI and (5) the transfer of Canadian share investments in BNN and MedX to ALC, that are currently owned by Extendicare.

(e) Transitional Service Agreements with Extendicare (unaudited)

Prior to the separation, ALC expects to enter into transitional service agreements with certain subsidiaries of Extendicare. Pursuant to these agreements, Extendicare expects to continue to provide certain information technology, payroll and benefits processing and reimbursement services to the Company. Virtual Care Provider, Inc. ("VCPI") expects to provide the information technology and hosting services for certain of the Company's software applications. The approximate cost of the services fees is expected to be approximately $1.5 million in aggregate, which approximates the fair value of the services. The payroll and benefits processing and technology services arrangements will be terminable upon 90 days' prior notice, however, the Company may not terminate the agreement for reimbursement services during the initial term of that agreement.

(f) Purchase of Office Building (unaudited)

In May 2006, the Company entered into an agreement to acquire an office building in Milwaukee, Wisconsin for approximately $5.0 million in cash. The purchase of the office building is anticipated to be completed in the third quarter of 2006 from an unrelated party. The Company expects the building will be its headquarters starting in June 2007. A portion of the office space will be leased to VCPI.

Report of Independent Registered Public Accounting Firm

The Board of Directors
Assisted Living Concepts, Inc.

We have audited the accompanying consolidated balance sheets of Assisted Living Concepts, Inc. and subsidiaries (the Company) as of December 31, 2004 and 2003, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2004. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Assisted Living Concepts, Inc. and subsidiaries as of December 31, 2004 and 2003, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2004, in conformity with U.S. generally accepted accounting principles.

As discussed in note 2 to the Financial Statements, the Company changed its method of accounting for stock-based compensation effective January 1, 2003.

KPMG LLP

Dallas, Texas
June 5, 2006

ASSISTED LIVING CONCEPTS, INC.

CONSOLIDATED BALANCE SHEETS

	December 31, 2004	December 31, 2003
	(In thousands, except share amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents (Note 3)	$ 6,309	$ 1,943
Cash restricted for resident security deposits (Note 4)	104	104
Accounts receivable, net of allowance for doubtful accounts of $586 and $706 at December 31, 2004 and 2003	2,976	3,415
Escrow deposits (Note 2)	4,256	3,269
Prepaid expenses	1,638	1,187
Cash restricted for workers' compensation claims	2,861	4,014
Other current assets (Note 5)	1,056	1,395
Total current assets	19,200	15,327
Restricted cash (Note 6)	1,019	1,012
Property and equipment, net (Note 7)	181,222	182,972
Deferred income taxes (Note 11)	33,160	606
Other assets, net	3,655	4,297
Total assets	$238,256	$204,214
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 2,009	$ 1,800
Accrued real estate taxes	4,980	3,720
Accrued interest expense	647	96
Accrued payroll expense	6,778	7,275
Other accrued expenses	6,366	6,982
Income taxes payable (Note 11)	1,459	1,267
Resident security deposits	784	1,262
Other current liabilities	1,797	989
Current portion of unfavorable lease adjustment	463	490
Current portion of long-term debt (Note 8)	3,460	3,175
Total current liabilities	28,743	27,056
Other liabilities	694	523
Unfavorable lease adjustment, net of current portion	1,864	2,327
Long-term debt, net of current portion (Note 8)	133,841	144,279
Total liabilities	165,142	174,185
Commitments and contingencies (Notes 1, 2, 7, 8, 9, 10, 12, 14, 15 and 16)		
Shareholders' equity:		
Preferred stock, $.01 par value; 3,250,000 shares authorized; none issued or outstanding	—	—
Common stock, $.01 par value; 20,000,000 shares authorized; issued and outstanding 6,542,251 shares at December 31, 2004 and 6,431,925 shares at December 31, 2003 (57,241 and 68,241 shares to be issued upon settlement of pending claims at December 31, 2004 and 2003, respectively)	66	65
Additional paid-in capital	70,529	34,221
Accumulated earnings (deficit)	2,519	(4,257)
Total shareholders' equity	73,114	30,029
Total liabilities and shareholders' equity	$238,256	$204,214

The accompanying notes are an integral part of these consolidated financial statements.

ASSISTED LIVING CONCEPTS, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	Years Ended December 31,		
	2004	2003	2002
	(In thousands, except per share amounts)		
Revenue	$175,964	$168,012	$153,731
Operating expenses:			
Residence operating expenses	114,334	111,965	105,997
Corporate general and administrative	20,822	18,438	18,141
Building rentals	12,734	12,704	12,223
Depreciation	7,897	7,010	6,646
Total operating expenses	155,787	150,117	143,007
Operating income	20,177	17,895	10,724
Other income (expense):			
Interest expense	(9,655)	(13,714)	(14,145)
Interest income	69	179	214
Loss on early extinguishment of debt	—	(2,956)	—
Other income (expense), net	(23)	(73)	61
	(9,609)	(16,564)	(13,870)
Income (loss) before reorganization costs and discontinued operations	10,568	1,331	(3,146)
Reorganization costs	—	—	(708)
Income (loss) from continuing operations before income taxes	10,568	1,331	(3,854)
Income tax expense	3,792	1,668	—
Income (loss) from continuing operations	6,776	(337)	(3,854)
Discontinued operations:			
Income (loss) from operations (including gains and losses on sales of assets)	—	830	(560)
Income tax expense	—	336	—
Income (loss) from discontinued operations	—	494	(560)
Net income (loss)	$ 6,776	$ 157	$ (4,414)
Basic earnings per share:			
Income (loss) from continuing operations	$ 1.04	$ (0.05)	$ 0.59)
Income (loss) from discontinued operations	—	0.07	0.09)
Net income (loss)	$ 1.04	$ 0.02	$ 0.68)
Diluted earnings per share:			$ (0.59)
Loss from continuing operations	$ 0.98	$ (0.05)	
Income (loss) from discontinued operations	—	0.07	(0.09)
Net income (loss)	$ 0.98	$ 0.02	$ (0.68)

The accompanying notes are an integral part of these consolidated financial statements.

ASSISTED LIVING CONCEPTS, INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Common Stock		Additional Paid-In Capital	Accumulated Earnings (Deficit)	Total Shareholders' Equity
	Shares	Amount			
			(In thousands)		
Balance at December 31, 2001	6,500	$65	$32,734	$ —	$32,799
Net loss	—	—	—	(4,414)	(4,414)
Balance at December 31, 2002	6,500	65	32,734	(4,414)	28,385
Net income	—	—	—	157	157
Utilization of tax net operating losses	—	—	1,229	—	1,229
Exercise of stock options	—	—	1	—	1
Stock-based compensation	—	—	257	—	257
Balance at December 31, 2003	6,500	$65	$34,221	$(4,257)	$30,029
Net income	—	—	—	6,776	6,776
Reversal of tax net operating losses	—	—	35,425	—	35,425
Exercise of stock options	100	1	379	—	380
Tax benefit of options	—	—	169	—	169
Stock-based compensation	—	—	335	—	335
Balance at December 31, 2004	6,600	$66	$70,529	$ 2,519	$73,114

The accompanying notes are an integral part of these consolidated financial statements.

ASSISTED LIVING CONCEPTS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		
	2004	2003	2002
		(In thousands)	
Operating Activities:			
Net income (loss)	$ 6,776	$ 157	$ (4,414)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation	7,897	7,010	6,761
Stock-based compensation expense	335	257	—
Loss on extinguishment of debt	—	2,956	—
Amortization of debt issuance costs	645	110	106
Amortization of fair value adjustment to building rentals	(490)	(298)	(681)
Amortization of fair value adjustment to long-term debt	13	418	427
Amortization of discount on long-term debt	—	577	451
Straight line adjustment to building rentals	91	149	374
Interest paid-in-kind	—	1,339	1,244
Provision for doubtful accounts	240	778	340
(Gain) loss on sale or disposal of assets, net	—	(833)	728
Deferred income taxes	2,871	623	—
Changes in assets and liabilities:			
Accounts receivable	199	(1,478)	(727)
Deposit escrows	(987)	(1,219)	(242)
Prepaid expenses and other current assets	(112)	791	254
Other assets	(3)	(67)	(197)
Accounts payable	209	1,031	(681)
Accrued expenses	698	327	836
Other liabilities	771	462	(156)
Net cash provided by operating activities	19,153	13,090	4,423
Investing Activities:			
Decrease (increase) in restricted cash	1,146	6,810	(1,522)
Purchases of property and equipment	(6,148)	(4,061)	(2,621)
Sales of property and equipment	1	2,569	4,751
Net cash provided by (used in) investing activities	(5,001)	5,318	608
Financing Activities:			
Proceeds from long-term debt	20,000	80,400	3,508
Proceeds from exercise of stock options	380	1	—
Payments on long-term debt	(30,166)	(99,882)	(7,372)
Payment of costs for debt issuance and extinguishment	—	(4,149)	(79)
Net cash used in financing activities	(9,786)	(23,630)	(3,943)
Net increase (decrease) in cash and cash equivalents	4,366	(5,222)	1,088
Cash and cash equivalents, beginning of year	1,943	7,165	6,077
Cash and cash equivalents, end of year	$ 6,309	$ 1,943	$ 7,165
Supplemental disclosure of cash flow information:			
Cash payments for interest	$ 8,446	$ 13,925	$10,864
Cash payments for income taxes	$ 713	$ 50	$ 36

The accompanying notes are an integral part of these consolidated financial statements.

ASSISTED LIVING CONCEPTS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BUSINESS

Assisted Living Concepts, Inc. ("the Company") owns, leases and operates assisted living residences which provide housing to residents who require assistance with their daily activities. The Company provides personal care and support services and makes available routine healthcare services, as permitted by applicable law, designed to meet the needs of its residents.

Reorganization

On October 1, 2001, Assisted Living Concepts, Inc. (the "Company"), and its wholly owned subsidiary, Carriage House Assisted Living, Inc. voluntarily filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code. The bankruptcy court gave final approval to the first amended joint plan of reorganization (the "Plan") on December 28, 2001, and the plan became effective on January 1, 2002 (the "Effective Date"). As a result of the consummation of the Plan, the Company recognized an extraordinary gain on reorganization of $79.5 million in 2001.

The Company held back from the initial issuance of Common Stock and Notes on the Effective Date, $440.2 million of Senior Secured Notes, $166.8 million of Junior Secured Notes and 68,241 shares of Common Stock (collectively, the "Reserve") to be issued to holders of general unsecured claims at a later date. The total amount of, and the identities of all of the holders of, the general unsecured claims were not known as of the Effective Date, either because they were disputed or they were not made by their holders prior to December 19, 2001, the cutoff date for calculating the Reserve (the "Cutoff Date"). In conjunction with the refinancing (see Note 8), the Senior and Junior Notes held in Reserve were defeased and the proceeds were distributed in accordance with the Plan. The shares of New Common Stock held in the Reserve were distributed pro rata to the general unsecured creditors in 2005.

Fresh-start Reporting

Upon emergence from Chapter 11 proceedings, the Company adopted fresh-start reporting in accordance with the American Institute of Certified Public Accountants Statement of Position 90-7, *Financial Reporting By Entities in Reorganization Under the Bankruptcy Code* (SOP 90-7). In connection with the adoption of fresh-start reporting, a new entity has been deemed created for financial reporting purposes effective December 31, 2001.

In adopting the requirements of fresh-start reporting as of December 31, 2001, the Company was required to value its assets and liabilities at fair value and eliminate its accumulated deficit as of December 31, 2001. A $32.8 million reorganization value was determined by the Company with the assistance of financial advisors in reliance upon various valuation methods, including discounted projected cash flow analysis and other applicable ratios and economic industry information relevant to the operation of the Company and through negotiations with various creditor parties in interest. Net fresh-start adjustments totaling $119.3 million were charged to the statement of operations. The adjustments included a $110.9 million write-down of property and equipment.

Merger and Acquisition with Extendicare Health Services Inc.

On November 4, 2004, the Company entered into a definitive merger and acquisition agreement with Extendicare Health Services Inc. ("EHSI") of Milwaukee, Wisconsin providing for the acquisition of all outstanding shares and stock options of the Company at $18.50 per share. The completion of the acquisition was subject to certain conditions, including approval by the Company's shareholders and certain customary regulatory approvals.

On January 31, 2005 the shareholders of the Company approved the merger. Refer to Subsequent Events, Note 16.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Principles of Consolidation

All significant intercompany balances and transactions have been eliminated in consolidation.

b) Cash Equivalents

Cash equivalents of $0.1 million and $0.2 million at December 31, 2004 and 2003, respectively, consist of highly liquid investments with maturities of three months or less at the date of purchase.

c) Accounts Receivable

Accounts receivable are recorded at the net realizable value expected to be received from individual residents, third-party payors and/or state assistance programs.

The Company periodically evaluates the adequacy of its allowance for doubtful accounts by conducting a specific account review of amounts in excess of predefined target amounts and aging thresholds, which vary by payor type. Allowances for uncollectibility are considered based upon the evaluation of the circumstances for each of these specific accounts. In addition, the Company has established internally determined percentages for allowances for doubtful accounts, which are based upon historical collection trends for each payor type and age of receivables.

d) Escrow Deposits

Under certain mortgage and loan agreements, the Company is required to make escrow deposits for taxes, insurance, and replacement or repair of property assets. Escrow deposits were $4.3 million and $3.3 million at December 31, 2004 and 2003.

e) Property and Equipment

Property and equipment are recorded at cost and depreciation is computed over the assets' estimated useful lives on the straight-line basis as follows:

Buildings and building improvements	35 to 40 years
Furniture and equipment	3 to 7 years

As of the Effective Date, the Successor Company adjusted its property, plant and equipment to estimated fair value in conjunction with the implementation of fresh-start reporting. The Successor Company maintains the same policies concerning transactions affecting property and equipment.

The Company evaluates long-lived assets for impairment whenever facts and circumstances indicate an asset's carrying value may not be recoverable on an undiscounted cash flow basis. If an impairment is determined to have occurred, an impairment loss is recognized to the extent the asset's carrying amount exceeds its fair value. Assets the Company intends to dispose of are reported at the lower of (i) carrying amount or (ii) fair value less the cost to sell. The Company did not recognize any impairment losses on property in 2004, 2003 or 2002.

Maintenance and repairs are charged to expense as incurred, and significant betterments and improvements are capitalized.

f) Leases

The Company determines the classification of its leases as either operating or capital at their inception. The Company re-evaluates such classification whenever circumstances or events occur that require the re-evaluation of the leases.

The Company accounts for arrangements entered into under sale and leaseback agreements pursuant to Statement of Financial Accounting Standards (SFAS) No. 98, "Accounting for Leases." For transactions that qualify as sales and operating leases, a sale is recognized and the asset is removed from the books. For transactions that qualify as sales and capital leases, the sale is recognized, but the asset remains on the books and a capital lease obligation is recorded. Transactions that do not qualify for sales treatment are treated as financing transactions. In the case of financing transactions, the asset remains on the books and a finance obligation is recorded as part of long-term debt. Losses on sale and leaseback agreements are recognized at the time of the transaction absent indication that the sales price is not representative of fair value. Gains are deferred and recognized on a straight-line basis over the initial term of the lease.

All of the Company's leases contain various provisions for annual increases in rent, or rent escalators. Certain of these leases contain rent escalators with future minimum annual rent increases that are not considered contingent rents. The total amount of the rent payments under such leases with non-contingent rent escalators is charged to expense on the straight-line method over the term of the leases. The Company records a deferred credit, included in other liabilities, to reflect the excess of rent expense over cash payments which is subsequently reduced in the later years as the cash payments exceed the rent expense. Deferred rent credits at December 31, 2004 totaled $0.7 million.

As of the Effective Date, the Company revalued its leases in conjunction with the implementation of fresh-start reporting. Amortization of unfavorable leases is computed using the straight-line method and credited to rent expense over the life of the respective leases.

g) Long-Lived Assets

The Company periodically assesses the recoverability of long-lived assets, including property and equipment, in accordance with the provisions of SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." This statement requires that all long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying value of an asset to the undiscounted future cash flows expected to be generated by the asset. If the carrying value of an asset exceeds its estimated undiscounted future cash flows, an impairment provision is recognized to the extent of the excess amount. Assets to be disposed of are reported at the lower of the carrying amount or the fair value of the asset, less all associated costs of disposition. In addition, SFAS No. 144 requires companies to separately report discontinued operations and extends that reporting to a component of an entity that either has been disposed of (by sale, abandonment, or in a distribution to owners) or is classified as held for sale. Management considers such factors as current results, trends, and future prospects, current market value and other economic and regulatory factors, in performing these analyses.

The proposed sale of nine South Carolina properties was terminated in May 2003 due to the purchaser's inability to obtain suitable financing. The Company discontinued marketing the properties at that time. The transfer of the assets held for sale to assets held for use did not result in any significant gain or loss.

h) Deferred Financing Costs

Financing costs related to the issuance of debt are capitalized as other assets and amortized to interest expense over the term of the related debt using a method which approximates the effective interest method. Deferred financing costs of $3.8 million were recorded related to the new financing and $0.7 million was amortized to expense in the year ended December 31, 2004. As a result of the refinancing completed in December 2003 (see Note 8), the Company charged the $0.5 million deferred financing balance related to the extinguished debt to expense in the year ended December 31, 2003.

i) Workers' Compensation and Professional Liability

The Company utilizes third-party insurance for losses and liabilities associated with workers' compensation and professional liability claims subject to deductible and retention levels (see Notes 9 and 10). Losses up to the deductible or retention level are accrued based upon the Company's estimates of the aggregate liability for claims incurred based on Company and industry experience.

j) Revenue Recognition

Revenue is recognized when services are rendered and consists of residents' fees for basic housing and support services and fees associated with additional services such as routine healthcare and personalized assistance on a fee for service basis. The majority of revenues are derived from private pay residents or their families and the remainder of the Company's revenue is derived from state-funded Medicaid reimbursement programs. Revenues are recorded in the period in which services and products are provided at established rates. Revenues collected in advance are recorded as deferred revenue upon receipt and recorded to revenue in the period the revenues are earned.

k) Residence Operating and Corporate General and Administrative Expenses

Residence operating expenses include costs directly associated with providing services to residents and expenses associated with the Company's corporate home office or support functions, which have been classified as corporate general and administrative expense.

l) Income Taxes

The Company uses the asset and liability method of accounting for income taxes under which deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amounts of the existing assets and liabilities and their respective tax bases (temporary differences). Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

m) Net Income (Loss) Per Common Share

Basic earnings per share (EPS) is calculated using net income (loss) attributable to common shares divided by the weighted average number of common shares outstanding for the period. Diluted EPS is calculated in periods with net income using income attributable to common shares divided by the weighted average number of common shares and dilutive potential common shares outstanding for the period. The weighted average common shares used for basic net income (loss) per common share was 6,520,000 for the year ended December 31, 2004 and 6,500,000 for the years ended December 31, 2003 and 2002. . The effect of dilutive stock options using the treasury stock method added 369,000 and 171,000 shares for the years ended December 31, 2004 and 2003, respectively. The weighted average number of stock options outstanding for the year ended December 31, 2002 was 151,000, and was antidilutive and therefore was excluded from the calculation.

n) Stock-based Compensation

The Company's stock-based compensation plans are described in Note 14. Previously, the Company accounted for stock-based compensation plans under the recognition and measurement provisions of APB Opinion No. 25, "Accounting for Stock Issued to Employees" (APB No. 25) and related interpretations. No stock-based employee compensation expense for stock options was reflected in Net Income (Loss) previous to April 1, 2003, as all stock options granted under those plans had an exercise price equal to the fair market value of the underlying common stock on the date of grant. Effective January 1, 2003, the Company adopted the fair value recognition provisions of SFAS No. 123, "Accounting for Stock-Based Compensation," and recognizes compensation expense according to the prospective transition method under SFAS No. 148, "Accounting for Stock-Based Compensation — Transition and Disclosure." Under this method the Company expenses the fair value of all new stock options granted after January 1, 2003 over the vesting period. The following table illustrates the effect on net income (loss) and earnings per share had the company applied the fair value accounting method to all of the Company's stock option grants.

	Years Ended December 31,		
	2004	2003	2002
	In thousands	In thousands	In thousands
Net income (loss), as reported	$6,776	$ 157	$(4,414)
Add: Stock-based employee compensation expense included in reported net income, net of related tax effects	221	157	—
Deduct: Total stock-based employee compensation expense determined under fair value method for all awards granted, net of related tax effects	(270)	(188)	(105)
Pro forma net income (loss)	$6,727	$ 126	$(4,519)
Net income (loss) per share:			
Basic — as reported	$ 1.04	$0.02	$ (0.68)
Basic — pro forma	$ 1.03	$0.02	$ (0.70)
Diluted — as reported	$ 0.98	$0.02	$ (0.68)
Diluted — pro forma	$ 0.98	$0.02	$ (0.70)

o) Segment Reporting

Financial Accounting Standards Board (FASB) Statement of Financial Accounting Standards (SFAS) No. 131, *Disclosures about Segments of an Enterprise and Related Information* requires public enterprises to report certain information about their operating segments in a complete set of financial statements to shareholders. It also requires reporting of certain enterprise-wide information about the Company's products and services, its activities in different geographic areas, and its reliance on major customers. The basis for determining the Company's operating segments is the manner in which management operates the business. The Company has no foreign operations and no customers which provide over 10 percent of revenue. The Company reviews operating results at the residence level; it also meets the aggregation criteria in order to report the results as one business segment.

p) Use of Estimates

The Company has made certain estimates and assumptions relating to the reporting of assets and liabilities, and the disclosure of contingent assets and liabilities, and the reported amounts of revenue and expenses during the reporting period to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates. Significant estimates include professional liability, workers' compensation, fresh-start accounting adjustments, the evaluation of long-lived assets for impairment, and allowance for doubtful accounts.

q) Reclassifications

Certain reclassifications have been made in the prior years' financial statements to conform to the current year's presentation. Such reclassifications had no effect on previously reported net income (loss) or shareholders' equity.

r) Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

Cash and cash equivalents — The carrying amount approximates fair value because of the short maturity of those instruments.

Trading receivables and payables have an estimated fair value equal to carrying value.

Long-term debt — The fair value of the Company's long term-debt is estimated based on 1) terms for same or similar debt instruments, or 2) terms of recently completed transactions of similar nature or terms offered to the Company, or 3) quoted market rates.

The estimated fair values of the Company's long-term debt (in thousands) is as follows:

	December 31, 2004	December 31, 2003
Carrying value	$137,301	$147,454
Fair value	$140,092	$150,830

3. CASH

The Company's cash and cash equivalents consist of the following as of December 31 (in thousands):

	2004	2003
Cash	$6,247	$1,733
Cash equivalents	62	210
Total cash and cash equivalents	$6,309	$1,943

4. CASH RESTRICTED FOR RESIDENT SECURITY DEPOSITS

The Company is required to maintain a restricted cash account for resident security deposits associated with the Oregon Housing and Community Service Department loans. The amount of cash restricted for resident security deposits was $0.1 million as of December 31, 2004 and 2003.

5. OTHER CURRENT ASSETS

The Company's other current assets consist of the following as of December 31 (in thousands):

	2004	2003
Supplies	$ 712	$ 913
Refundable deposits	154	482
Insurance refund receivable	104	—
Other	86	—
Total other current assets	$1,056	$1,395

6. RESTRICTED CASH

Restricted cash classified as non-current consists of the following as of December 31 (in thousands):

	2004	2003
Cash held as collateral for various letters of credit	$1,019	$1,012

7. PROPERTY AND EQUIPMENT

As of December 31, 2004 and 2003, property and equipment, consist of the following (in thousands):

	2004	2003
Land	$ 21,180	$ 21,180
Buildings and building improvements	164,612	162,952
Equipment	9,549	7,554
Furniture	4,279	4,093
Vehicles	750	471
Improvements in progress	2,292	265
Total property and equipment	202,662	196,515
Less accumulated depreciation and amortization	21,440	13,543
Property and equipment, net	$181,222	$182,972

As of the Effective Date, the Successor Company adjusted its property, plant and equipment to estimated fair value in conjunction with the implementation of fresh-start reporting.

Land, buildings and certain furniture and equipment relating to 30 residences serve as collateral for the GE Capital loans (See Note 8) and 24 residences serve as collateral for the Red Mortgage Capital — FNMA loan (See Note 8) and 41 residences serve as collateral for other debt.

Depreciation expense was $7.9 million; $7.0 million and $6.6 million for the years ended December 31, 2004, 2003, and 2002, respectively.

8. LINE OF CREDIT AND LONG-TERM DEBT

As of December 31, 2004 and 2003, debt consists of the following (in thousands):

	December 31, 2004		December 31, 2003	
	Carrying Amount	Principal Amount	Carrying Amount	Principal Amount
Trust Deed Notes, payable to the State of Oregon Housing and Community Services Department (OHCS) (Oregon Notes) due 2028	$ 9,322	$ 9,229	$ 9,508	$ 9,412
Variable Rate Multifamily Revenue Bonds, payable to the Washington State Housing Finance Commission Department (Washington Bonds) due 2028	6,557	6,625	6,897	6,970
Variable Rate Demand Housing Revenue Bonds, Series 1997, payable to the Idaho Housing and Finance Association (Idaho Bonds) due 2017	5,701	5,760	5,996	6,060
Variable Rate Demand Housing Revenue Bonds, Series A-1 and A-2 payable to the State of Ohio Housing Finance Agency (Ohio bonds) due 2018	9,502	9,610	9,989	10,105
Housing and Urban Development (HUD) Insured Mortgages due 2036	7,228	7,303	7,280	7,358
Mortgage loans due 2008	26,785	26,749	27,384	27,343
Red Capital (Fannie Mae) due 2013	37,797	37,797	38,400	38,400
G.E. Capital Term Loan due 2008	34,409	34,409	35,000	35,000
G.E. Capital Credit Facility due 2008	—	—	7,000	7,000
Total debt	137,301	$137,482	147,454	$147,648
Less current portion	3,460		3,175	
Long-term debt	$133,841		$144,279	

In December 2003, the Company used proceeds from a new $38.4 million loan from Red Mortgage Capital ("New FNMA Loan"), as lender for Fannie Mae, a new $35 million term loan and a $15 million revolving loan, both from GE Capital ("New GE Term Loan" and "New GE Credit Facility," respectively) to refinance its Senior and Junior Secured Notes and the secured loan provided by GE Capital (collectively "Refinanced Debt"), which had a total principal amount of approximately $90.5 million at the refinancing date. The Senior Notes were due to mature in January 2009 and accrued interest at 10%. The Junior Notes were due to mature in January 2012, bearing interest payable in additional Junior Notes at 8% per annum through 2004 and bearing interest at 12% payable in cash beginning in 2005. Under the terms of the Junior and Senior Indentures, the notes were legally defeased effective December 29, 2003. The GE Capital loan had a maturity of December 2004, and accrued interest at LIBOR plus 4.5% with a minimum interest rate of 8%.

The Red Mortgage Capital Loan has a fixed interest rate of 6.24%, matures in 10 years, has a 25-year principal amortization and is secured by 24 residences, which serve as collateral. The Red Mortgage Capital Loan were entered into by subsidiaries of the Company and are non-recourse to the Company.

The G.E. Term Loan and Credit Facility mature in 5 years, and are secured by a collective pool of 30 residences, which serve as collateral. The G.E. Term Loan requires monthly interest payments and principal reductions based on a 25-year principal amortization schedule, with a balloon payment at maturity. The G.E. Credit Facility has an initial revolving borrowing period of 2 years, which may be extended annually thereafter for three years upon mutual consent by G.E. Capital and the Company. If the initial revolving borrowing period is not extended, then the New GE Credit Facility converts from a revolving loan to a term loan with the same terms as the New GE Term

Loan. During the initial revolving borrowing period, the GE Credit Facility requires monthly interest payments, no principal reductions, and accrues interest on the unused loan availability at a rate of 0.75% per year, which is paid quarterly. Both the Term Loan and Credit Facility accrue interest at LIBOR plus 4.0%, which is calculated based on a 360 day year and charged for the actual number of days elapsed, with an interest rate floor of 5.75%, The G.E. Term Loan and the G.E. Credit Facility contain financial covenants that require a certain level of financial performance for the residences which serve as collateral for the loan. The G.E. Capital Term Loan and the G.E. Capital Facility were entered into by subsidiaries of the Company and were non-recourse to the Company. The Company had $7.0 million in borrowings on the G.E. Credit Facility as of December 31, 2003 and no borrowings on the G.E. Credit Facility as of December 31, 2004.

At December 31, 2004, mortgage loans include three fixed rate loans secured by seven Texas residences, three Oregon residences and three New Jersey residences. These loans collectively require monthly principal and interest payments of $0.2 million, with balloon payments of $11.8 million, $5.3 million and $7.2 million due at maturity in May, August and September 2008, respectively. These loans bear interest at fixed rates ranging from 7.6% to 8.7%.

The Oregon Notes are secured by land, buildings, furniture and fixtures of six Oregon residences. The notes are payable in monthly installments including interest at effective rates ranging from 7.4% to 9.0%.

The Washington Bonds are secured by a $7.1 million letter of credit and land, buildings, furniture and fixtures of the five Washington residences and had an interest rate of 1.2% at December 31, 2004. The letter of credit expires in July 2005 and has an annual commitment fee of 2.0%.

The Idaho Bonds are secured by a $6.2 million letter of credit and land, buildings, furniture and fixtures of four Idaho residences and had an interest rate of 1.2% at December 31, 2004. The letter of credit expires in July 2005 and has an annual commitment fee of 2.0%.

The Ohio Bonds are secured by a $10.3 million letter of credit and land, buildings, furniture and fixtures of six Ohio residences and had an interest rate of 1.2% at December 31, 2004. The letter of credit expires in July 2005 and has an annual commitment fee of 2.0%.

The HUD insured mortgages include three separate loan agreements entered into in 2001. The mortgages are each secured by a separate facility in Texas. These loans mature between July 1, 2036 and August 1, 2036 and collectively require monthly principal and interest payments of $0.1 million. The loans bear interest at fixed rates ranging from 7.4% to 7.6%.

As of the Effective Date of the Reorganization, the Successor Company revalued its long-term debt in conjunction with the implementation of fresh-start reporting. At December 31, 2001, an adjustment of $3.1 million was recorded to reduce long-term debt to its estimated fair value. Amortization of this adjustment is computed using the straight-line method over the life of the corresponding debt.

As of December 31, 2004, the following annual principal payments are required (in thousands):

2005	$ 3,460
2006	3,721
2007	3,960
2008	28,040
2009	3,574
Thereafter	94,727
Total	$137,482

The Company has a series of Reimbursement Agreements with U.S. Bank for Letters of Credit that support certain of our Revenue Bonds Payable. The total amount of these Letters of Credit was approximately $23.6 million as of December 31, 2004. In September 2003, the Company entered into an amendment to the Reimbursement

Agreements effective as of June 2003, which primarily provided for the following modifications among other things: 1) release of approximately $4.3 million of previously restricted cash; 2) standardized and extended the expiration date of the letters of credit to January 2005; 3) amended the annual fees to be 2% of the stated amount of the letters of credit; 4) put in place new financial covenants.

The Company's agreements with U.S. Bank contain financial covenants to include the following: 1) minimum net worth; 2) minimum debt service coverage; 3) minimum liquidity; and 4) minimum earnings. Failure to comply with these covenants could constitute an event of default, which would allow U.S. Bank to declare any amounts outstanding under the loan documents to be due and payable. The agreements also require the Company to deposit $0.5 million in cash collateral with U.S. Bank in the event certain regulatory actions are commenced with respect to the properties securing the Company's obligations to U.S. Bank. U.S. Bank is required to release such deposits upon satisfactory resolution of the regulatory action.

Approximately $23.1 million of the Company's indebtedness was secured by letters of credit held by U.S. Bank as of December 31, 2003, which in some cases have termination dates prior to the maturity of the underlying debt. As such letters of credit expire, in January 2005, the Company will need to extend the current letters of credit, obtain replacement letters of credit, post cash collateral or refinance the underlying debt. There can be no assurance that the Company will be able to extend the current letters of credit or procure replacement letters of credit from the same or other lending institutions on terms that are acceptable to us or at all. In the event that the Company is unable to obtain a replacement letter of credit or provide alternate collateral prior to the expiration of any of these letters of credit, the Company would be in default on the underlying debt.

In addition to the debt agreements with OHCS related to the six owned residences in Oregon, the Company has entered into Lease Approval Agreements with OHCS and the lessor of the Oregon Leases, which obligates the Company to comply with the terms and conditions of the underlying trust deed relating to the leased buildings. Under the terms of the OHCS debt agreements, the Company is required to maintain a capital replacement escrow account to cover expected capital expenditure requirements for the Oregon Leases and the six OHCS loans. As a further condition of the OHCS debt agreements, the Company is required to comply with the terms of certain regulatory agreements which provide, among other things, that in order to preserve the federal income tax exempt status of the bonds, the Company is required to lease at least 20% of the units of the projects to low or moderate income persons as defined in Section 142(d) of the Internal Revenue Code. There are additional requirements as to the age and physical condition of the residents with which the Company must also comply. Non-compliance with these restrictions may result in an event of default and cause acceleration of the scheduled repayment.

In addition, the terms of certain outstanding indebtedness and certain lease agreements may restrict the Company's ability to pay cash dividends.

9. ACCRUAL FOR WORKERS' COMPENSATION

As of December 31, 2004, the Company utilized third-party insurance for losses and liabilities associated with workers' compensation claims subject to deductible levels of $0.5 million per occurrence for all claims incurred beginning January 1, 2004, and $0.3 million for years beginning January 1, 2000 through December 31, 2003. Claims incurred prior to January 1, 2000 were fully insured. Losses up to these deductible levels are accrued based upon the Company's estimates of the aggregate liability for claims incurred based on Company and industry experience. At December 31, 2004 and 2003, other accrued expenses include reserves for workers' compensation claims of approximately $3.0 million and $3.2 million, respectively.

In addition, the Company maintains cash deposits as required by the insurance carrier. At December 31, 2004 and 2003, such deposits were $2.9 million and $4.0 million, respectively. These deposits will be utilized to pay future claim settlements.

10. ACCRUAL FOR PROFESSIONAL LIABILITY CLAIMS

As of December 31, 2004, the Company utilized third-party insurance for losses and liabilities associated with professional liability claims subject to a self-insured retention of $0.1 million per occurrence for the year ended December 31, 2000 and a self-insured retention of $0.3 million for all states except Florida and Texas, which are subject to a self-insured retention of $0.5 million per occurrence, for the years ended December 31, 2001 and 2002 and a self-insured retention of $0.5 million and $0.8 million for all states for the years ended December 31, 2003 and 2004. For the years through 2002, the third-party insurance provides the following limits in excess of the self-insured retention: $1 million per occurrence; $3 million aggregate per location; and $15 million aggregate per policy year. For 2004 and 2003, the limit for aggregate loss per policy year was lowered to $10 million. If a lawsuit or claim arises which ultimately results in an uninsured loss or a loss in excess of insured limits, such an outcome could have a material adverse effect on the Company.

Losses up to the retention levels are accrued based upon the Company's estimates of the aggregate liability for claims incurred based on Company and industry experience. At December 31, 2004 and 2003, other accrued expenses includes reserves for professional liability claims payable of approximately $0.9 million, and $2.1 million, respectively.

11. INCOME TAXES

The Company had taxable income for both financial reporting and tax return purposes for the years ended December 31, 2004 and 2003. The Company incurred a loss for financial reporting and tax return purposes for the year ended December 31, 2002 and as such, there was no current or deferred tax provision allocated to the loss from continuing operations or discontinued operations in that year.

Total income taxes for the years ended December 31, 2004, 2003, and 2002 were allocated as follows (in thousands):

	2004	2003	2002
Income tax expense	$ 3,792	$ 1,668	$—
Income tax expense for discontinued operations	—	336	—
Shareholder's equity for stock options	(169)	—	—
Shareholder's equity for Predecessor Company valuation allowance reversal	(35,425)	(1,229)	—
	$(31,802)	$ 775	$—

The provision for income taxes differs from the amount of tax determined by applying the applicable U.S. statutory federal rate to income (loss) from continuing operations as a result of the following items at December 31:

	2004	2003	2002
Statutory federal tax rate	34.0%	34.0%	(34.0)%
Reorganization cost not deductible	—%	—%	5.4%
State income taxes, net of federal benefit	3.9%	6.2%	—%
Other non-deductible expenses	2.3%	2.8%	—%
Change in valuation allowance	(339.5)%	(10.1)%	28.6%
Utilization of Predecessor Company NOL's recorded as additional paid in capital	335.2%	92.4%	—%
Effective tax rate	35.9%	125.3%	—%

Income tax expense attributable to income from continuing operations consists of the following at December 31:

	2004	2003	2002
Current:			
Federal	$1,082	$ 543	$—
State	37	672	—
	1,119	1,215	—
Deferred:			
Federal	2,702	340	—
State	(29)	113	—
	2,673	453	—
Total	$3,792	$1,668	$—

An analysis of the significant components of deferred tax assets and liabilities consists of the following as of December 31, 2004 and 2003 (in thousands):

	2004	2003
Property and equipment, primarily due to depreciation and fresh start adjustments	$17,886	$ 21,378
Net operating loss carryforward	4,206	4,817
Built-in losses limited under Section 382 of the Internal Revenue Code	12,987	10,124
Investment in joint venture operations	—	1,342
Employee benefit accruals	1,655	1,557
Accrued liabilities	335	802
Accounts receivable reserves	221	266
Goodwill	173	201
Capital loss carryforwards	146	146
Tax credit carryforwards	208	103
Other	2,934	2,931
Total deferred tax assets	40,751	43,667
Valuation allowance	(6,953)	(42,843)
Deferred tax liabilities:		
Other	(638)	(218)
Total deferred tax liabilities	(638)	(218)
Net deferred tax asset	$33,160	$ 606

At December 31, 2004, the Company has approximately $11.1 million of net operating loss (NOL) carryforwards which will expire between 2009 and 2022. The NOLs are subject to certain provisions of the Internal Revenue Code which restricts the utilization of the losses. In addition, any net unrealized built-in losses resulting from the excess of tax basis over the carrying value of the Company's assets (primarily property and equipment) as of the Effective Date, which are recognized within five years are also subject to these provisions. Section 382 of the Internal Revenue Code imposes limitations on the utilization of the loss carryforwards and built-in losses after certain changes of ownership of a loss company. The Company is deemed to be a loss company for these purposes. Under these provisions, the Company's ability to utilize these loss carryforwards and built-in losses in the future will generally be subject to an annual limitation of approximately $1.6 million. The net unrealized built-in losses were $34.4 million at December 31, 2004.

Pursuant to SOP 90-7, the income tax benefit, if any, of any realization of the NOL carryforwards and other deductible temporary differences existing as of the Effective Date is recorded as an adjustment to additional paid-in capital.

The increase in the total valuation allowance for the year ended December 31, 2002 was $1.4 million. The decrease in the total valuation allowance for the years ended December 31, 2004 and 2003 was $35.9 million and $2.1 million, respectively. The decrease in the total valuation allowance allowance in 2004 was the result of recognition of anticipated utilization of loss carryforwards.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversals of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Management believes it is more likely than not the Company will realize the benefits of these deductible differences, net of valuation allowances.

12. LEASES

As of December 31, 2004, 2003 and 2002 the Company has 55 leases, all of which are accounted for as operating leases.

The Company has 37 leases with LTC Properties Inc. ("LTC"). In June 1999, the Company amended all of its 37 leases with LTC Properties, Inc., ("LTC"). These amendments included provisions to eliminate future minimum annual rent increases, or "rent escalators," that were not deemed to be contingent rents. Because of the rent escalators, prior to the amendments, the Company accounted for rent expense related to such leases on a straight-line basis. From the date of the amendment forward, the Company has accounted for the amended leases on a contractual cash payment basis and amortizes the deferred rent balance, at the date of the amendment, over the remaining initial term of the leases. Those amendments also redefined the lease renewal option with respect to certain leases and provided the lessor with the option to declare an event of default in the event of a change of control under certain circumstances. In addition, the amendments also provide the Company with the ability, subject to certain conditions, to sublease or assign its leases with respect to two Washington residences. (see Note 13). The LTC lease agreements provide LTC with the option to exercise certain remedies, including the termination of the leases, upon the occurrence of an Event of Default. A change of control of the Company is deemed to be an Event of Default if certain conditions are not met. A change of control is deemed to occur if, among other things, (i) any person, directly or indirectly, is or becomes the beneficial owner of thirty percent (30%) or more of the combined voting power of the Company's outstanding voting securities, (ii) the stockholders approve under certain conditions a merger or consolidation of the Company with another corporation or entity, or (iii) the stockholders approve a plan of liquidation or sale of all or substantially all of the assets of the Company. However, if upon a change of control, the surviving entity has a net worth of $75 million or more, the change of control would not constitute an Event of Default. In addition, there are cross default provisions in the LTC leases. At the same time that the Company entered into the Master Lease Agreement, it also amended 16 other leases with LTC under which the renewal rights of certain of those leases are tied together.

Andre Dimitriadis, who resigned from the Company's Board of Directors on September 10, 2004, is the President, Chief Executive Officer and Chairman of the Board of LTC Properties, Inc. Mr. Dimitriadis, acting solely as a director of the Company and not in his capacity as an officer or director of LTC, has orally raised certain issues regarding compliance with certain of the LTC Leases, which include at this time, the following: 1) whether there are inconsistencies in the number of units that constitute the leased property in the Athens, Texas, Greenville, Texas and Tiffen, Ohio leases, 2) whether the LTC leases require insurance based on the limits stated in the lease on a per facility basis, and 3) whether the 4 LTC leases with Carriage House require Carriage House to deliver on an annual basis audited consolidated financial statements of Carriage House. Mr. Dimitriadis similarly raised the issue as to whether the Company is required to obtain licenses for the 2 facilities located in Elkhart, Indiana and Madison, Indiana as assisted living facilities. Management believes that the Company has meritorious defenses available to it or could exercise its cure rights under the leases to resolve these matters in the event that LTC were to deliver a notice of default. LTC has not delivered any notice of default to the Company. However, the Company is continuing to review and assess these matters internally and no assurance can be given as to whether the eventual resolution of these issues will be favorable to the Company. The Company is in the process of obtaining licenses for the 2 Indiana properties as assisted living facilities which was completed during 2005. The Company provides LTC on an annual basis with annual consolidated audited financial statements of the Company, but not Carriage House, which was acquired in 1997. Failure to favorably resolve these issues in a manner that avoids an occurrence of an Event of Default under one or more of the LTC leases would have a material adverse effect on the Company. This would include, but not be limited to, creating Events of Default on loan covenants regarding a significant portion of outstanding indebtedness which, if not cured, would make such indebtedness become immediately payable. In January 2005, the Company entered into a Memorandum of Understanding in respect of the LTC leases (refer to Subsequent Event, Note 16).

The Company has five Oregon leases (the "Oregon Leases") where the lessor in each case obtained funding through the sale of bonds issued by the state of Oregon, Housing and Community Services Department ("OHCS"). In connection with the Oregon Leases, the Company entered into "Lease Approval Agreements" with OHCS and the lessor, pursuant to which the Company is obligated to comply with the terms and conditions of certain regulatory agreements to which the lessor is a party (see Note 8). The leases, which have terms ending in 2005 through 2014, have been accounted for as operating leases. Aggregate deposits on these residences as of December 31, 2004 totaled, \$0.1 million, and as of December 31, 2003 totaled \$0.3 million, which are reflected in escrow deposits.

Certain of the Company's leases and loan agreements contain covenants and cross-default provisions such that a default on one of those instruments could cause the Company to be in default on one or more other instruments. Pursuant to certain lease agreements, the Company restricted \$1.0 million of cash balances as additional collateral (see Note 6).

As of December 31, 2004, future minimum annual lease payments under operating leases are as follows (in thousands):

2005	\$13,380
2006	13,205
2007	12,809
2008	12,484
2009	6,983
Thereafter	16,998
Total	\$75,859

Lease expense for 2004, 2003 and 2002 was \$12.7 million, \$12.7 million and \$12.2 million, respectively.

13. RELATED PARTY TRANSACTIONS

Andre Dimitriadis, who resigned from the Company's Board of Directors on September 10, 2004, is the President, Chief Executive Officer and Chairman of the Board of LTC Properties, Inc. ("LTC"). The Company currently leases 37 properties from LTC. (See Note 12). The Company incurred annual lease expense of \$8.5 million, \$8.7 million and \$8.7 million for the years ended December 31, 2002, 2003, and 2004 respectively, pursuant to these leases.

14. STOCK OPTION PLANS AND RESTRICTED STOCK

On May 8, 2002, the shareholders approved a new Stock Option Plan. The Stock Option Plan consists of two plans, one pertaining solely to the grant of incentive stock options and one pertaining to the grant of other incentive awards, including non-qualified stock options. The Stock Option Plan is intended to obtain, retain services of, and provide incentive for, directors, key employees and consultants. The Stock Option Plan allows for grants or awards of incentive stock options, non-qualified stock options, stock appreciation rights, restricted stock, performance awards, dividend equivalents, deferred stock and stock payments.

Under the Stock Option Plan, the aggregate number of shares which may be issued upon exercise of options or other awards shall not exceed 650,000. Except for non-employee directors, the exercise price and vesting period of each option is to be set by the Company's Compensation Committee of its Board of Directors, but the exercise price may not be less than the deemed fair market value of the Company's stock on the date of grant. Each option will expire on the date specified in the option agreement, but not later than the tenth anniversary of the date on which the option was granted. The Board of Directors, at its option, may discontinue or amend the Stock Option Plan at any time, provided that certain conditions are satisfied.

Following is the per share weighted-average fair value of each option grant as estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions.

	2004	2003	2002
Expected dividend yield	0%	0%	0%
Expected volatility	58.7%	58.9%	46.1%
Risk-free interest rate	4.1%	3.9%	3.4%
Expected life (in years)	7	7	7

A summary of the status of the Company's stock options changes during the years ended December 31, 2004, 2003 and 2002 is presented below.

	2004		2003		2002	
	Number of Shares	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price
Options at beginning of the year	595,100	$3.75	251,000	$3.18	0	$ —
Granted	104,999	9.42	390,400	4.07	264,500	3.18
Exercised	(99,326)	3.83	(166)	3.35	0	—
Canceled	(85,971)	3.81	(46,134)	3.37	(13,500)	3.30
Options at end of the year	514,802	$4.72	595,100	$3.75	251,000	$3.18
Options exercisable at end of year	197,306		145,446		28,853	
Weighted-average fair value of options granted during year	$ 5.39		$ 1.66		$ 1.66	

The following table summarizes information for the Company's stock options outstanding at December 31, 2004 issued to employees of the Company:

Range of Exercise Prices	Number Outstanding	Weighted-Average Remaining Life	Weighted-Average Exercise Price	Number Exercisable
$2.94 - $ 3.84	401,767	7.8 years	$3.50	196,831
$4.98 - $11.30	113,035	9.3 years	$9.05	475

15. COMMITMENT AND CONTINGENCIES

Legal Proceedings

The Company is involved in ordinary, routine, or regulatory legal proceedings incidental to its business. In the aggregate, such legal proceedings in management's expectations should not have a material adverse effect on the Company's financial condition, results of operations, cash flow and liquidity.

Employee Benefit Plans

The Company has a 401(k) Savings Plan ("the Savings Plan") which is a defined contribution plan covering employees of Assisted Living Concepts, Inc. who have at least three months of service and are age 21 or older. Each year participants may contribute up to 15% of pre-tax annual compensation and 100% of any Employer paid cash bonus (not to exceed statutory limits), as defined in the Savings Plan. ALC may provide matching contributions as determined annually by ALC's Board of Directors. Contributions are subject to certain limitations. The Company has not made any contributions to this Savings Plan.

Liquidity

The Company had working capital deficits of $9,543,000 and $11,729,000 at December 31, 2004 and 2003, respectively.

The Company has certain contingencies and reserves, including litigation reserves, recorded as current liabilities at December 31, 2004 that management believes it will not be required to liquidate in cash during 2005. However, in the event that all current liabilities become due within twelve months, the Company may be required to obtain debt financing or sell securities on unfavorable terms. There can be no assurance that such action may not be necessary to ensure appropriate liquidity for the operations of the Company.

Concentration of Credit Risk

The Company depends on the economies of Texas, Indiana, Oregon, Ohio and Washington and to some extent, on the continued funding of State Medicaid waiver programs in some of those states. As of December 31, 2004, 22.6% of the Company's properties were in Texas, 11.3% in Indiana, 10.2% in Oregon, 9.6% in Ohio and 9.0% in Washington. Adverse changes in general economic factors affecting the respective healthcare industries or laws and regulator environment in each of these states, including Medicaid reimbursement rates, could have a material adverse effect on the Company's financial condition and results of operations.

State Medicaid reimbursement programs constitute a significant source of revenue for the Company. During the years ended December 31, 2002, 2003, and 2004 direct payments received from state Medicaid agencies accounted for approximately 12.8%, 13.6% and 14.7%, respectively, of the Company's revenue while the resident paid portion received from Medicaid residents accounted for approximately 7.9%, 8.9% and 9.6%, respectively, of the Company's revenue during these periods. The Company expects in the future that State Medicaid reimbursement programs will constitute a significant source of revenue for the Company.

16. SUBSEQUENT EVENTS

On January 31, 2005, the shareholders of the Company approved the merger and acquisition agreement with a subsidiary of EHSI and subsequently shareholders who tendered their shares received in exchange cash of $18.50 per share.

In January 2005, EHSI entered into a Memorandum of Understanding ("MOU") with LTC in respect of 37 leased facilities. Under the terms of the MOU which become effective January 1, 2005, ALC will increase the annual rent paid to LTC by $250,000 per annum for each of the successive four years, commencing on January 1, 2005 and amended the terms of the inflationary increases. Formerly, the 37 leases had expiration dates ranging from 2007 through 2015. Under the terms of the MOU, the amended lease provides for an initial 10 year lease term commencing on January 1, 2005, and three successive 10 year lease terms at the option of the ALC. The aggregate minimum rent for the leases for the calendar years 2005 through 2008 will be $9.4 million, $9.8 million and $10.2 million and $10.7 million, respectively. The minimum rent will increase by 2% over the prior year's minimum rent for each of the calendar years 2009 through 2014. Annual minimum rent during any extended term will increase a minimum of 2% over the minimum rent of the immediately preceding year. The MOU provides that LTC will not assert certain events of default against the Company under the original lease.

Schedule 12-09 — Consolidated Valuation and Qualifying Accounts

Description	Three Months Ended March 31, 2006	Three Months Ended March 31, 2005	Year Ended December 31, 2005	Year Ended December 31, 2004	Year Ended December 31, 2003
	(In thousands)				
Additions					
Balance at beginning of period	$ 872	$ 102	$ 102	$ 99	$121
Charged to cost and expenses	139	44	458	102	41
Acquisition of ALC	—	708	708	—	—
Deductions	(284)	(158)	(396)	(99)	(63)
Balance at end of period	$ 727	$ 696	$ 872	$102	$ 99