

Retirement Plan of Saratoga Hospital

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Introduction

The Retirement Plan of Saratoga Hospital ("Plan") was established effective as of March 1, 1989 to provide you with greater financial security. The Plan is known as a 403(b) tax deferred annuity plan. It has been established to help you provide for your future financial security through a combination of personal savings, current tax savings and contributions made by your Employer.

This Summary Plan Description -- or SPD -- will explain how the Plan works. It describes your benefits and rights under the Plan, as it was amended and restated, effective as of April 1, 2012.

This SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that it cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, which you may request from your Plan Administrator.

Every effort has been made to accurately describe the Plan. If you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact your Plan Administrator or Diversified Retirement Corporation.

Important Information About the Plan

Plan Sponsor: Saratoga Care, Inc. ("Employer")
211 Church Street
Saratoga Springs, NY 12866
518-583-8435
EIN: 14-1338547

Plan Name: Retirement Plan of Saratoga Hospital

Plan Number: 001

Plan Effective Date: The Plan was originally effective as of March 1, 1989. This SPD describes the Plan as amended and restated effective as of April 1, 2012.

Plan Year: January 1st - December 31st

Plan Administrator: Saratoga Care, Inc.
211 Church Street
Saratoga Springs, NY 12866
518-583-8435

Plan Custodian: State Street Bank & Trust Company
One Lincoln Street
Boston, MA 02111

Agent for Service of Legal Process*: Saratoga Care, Inc.
211 Church Street
Saratoga Springs, NY 12866

*Service of legal process may be made upon the Plan Trustee, if applicable, or the Plan Administrator.

Plan Funding: All assets of the Plan are held in a custodial account. The custodial account established by the Plan's custodian will be the funding medium used for the accumulation of assets from which benefits will be distributed.

Plan Recordkeeper: Diversified Retirement Corporation ("Diversified")
440 Mamaroneck Avenue
Harrison, NY 10528

Joining the Plan

May I join the Plan?

Provided you are not an excluded employee, you may join the Plan once you satisfy the Plan's eligibility condition(s) described below.

You may not join the Plan if you are an excluded employee.

Who are excluded employees?

You are an excluded employee if you are an independent contractor, a leased employee, or a non-resident alien with no U.S. source income.

What happens if I become an excluded employee?

If you become an excluded employee, you will no longer be allowed to make or receive additional contributions under the Plan. You will, however, still have the ability to manage your account and keep certain rights and benefits.

When can I become a participant in the Plan?

For purposes of salary deferral contributions, there is no age or service requirement and you may enter the Plan immediately upon your date of hire or as soon as administratively feasible thereafter.

For purposes of Employer contributions, you may enter the Plan immediately upon your attainment of age 21 or as soon as administratively feasible thereafter.

If you are a rehired employee, or you are returning from a qualified military service leave, and you were previously a participant in the Plan, you may join the Plan on your rehire date.

If you are a rehired employee, and you were not previously a participant in the Plan, your Plan Administrator will determine the date you may enter the Plan.

How do I become a participant in the Plan?

When you are eligible to participate in the Plan, your Plan Administrator will provide you with enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801.

If you do not join the Plan when you first become eligible, you may join on any business day thereafter, or as soon as administratively feasible.

The Plan has adopted an automatic enrollment provision. This means that newly hired employees who satisfy the Plan's eligibility requirements will be automatically enrolled in the Plan at the stated percentage rate.

Unless you elect otherwise, 2% of your salary will be automatically deducted as a pre-tax salary deferral contribution to the Plan. This automatic enrollment will occur on the greater of your Plan entry date after meeting the Plan's eligibility requirements or your plan entry date plus the opt out days.

Unless you elect otherwise these contributions will be invested in one of the T. Rowe Price Target Date Funds, based on the year in which you turn age 65.

Can I opt out of the automatic salary deferral enrollment feature of the Plan?

You have the right to elect not to have salary deferral contributions automatically made on your behalf or to elect to have such contributions made at a percentage that is different from the percentage designated above (see the question "**How often may I change the percentage of my salary deferral contributions and catch-up contributions?**") for how to make an affirmative election).

If I am married, may I designate someone other than my spouse as the beneficiary of my account?

Yes, but you must first submit the written consent of your spouse witnessed by either a notary public or Plan representative.

Contributions to the Plan

What are the tax advantages of being in the Plan?

Saving through the Plan provides you with tax advantages. You pay no current income taxes on contributions and on the earnings in your account while the money is in the Plan. Money in the Plan is not subject to federal taxation until it is actually distributed to you.

NOTE: You will not pay income taxes on any Roth deferrals or voluntary after-tax contributions you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. The earnings on your voluntary after tax contributions will be taxable. However, the earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this SPD.

In addition to the age 50 and over catch-up contributions explained above, you may be eligible to exceed the applicable annual salary deferral limit by an additional amount of \$3,000 (e.g., for 2012 you may contribute 17,000 + 5,500 (age 50 catch-up) + \$3,000 = 25,500) if you have 15 or more years of service with your current Employer (note that your current Employer must be a “qualified organization”). While 15 or more years of service is one of the requirements for this election, a calculation will be needed to determine if you are eligible to take advantage of this catch-up election.

If you are interested in performing the calculation, please contact your Diversified Representative to request a 403(b) Contribution Planner Worksheet. Once Diversified receives the completed worksheet, the calculation will be performed to determine your eligibility. Note that the 15 years of service calculation should be performed each year, as there are limitations as to the total dollar amount that can be contributed under this election.

NOTE: Salary deferral contributions in excess of the regular annual deferral or plan limit will first be allocated to the special 15 years service 403(b) catch-up contribution, if applicable, and then to the age 50 catch-up contribution, if applicable.

Is there a limit on how much of my salary I can contribute as a Roth deferral?

Yes. The total of your combined pre-tax salary deferral contributions and Roth deferrals may not exceed the maximum dollar limitation allowable under the law. In 2012, the maximum dollar limitation is \$17,000.

If you are age 50 or older at any time during 2012, your 2012 limit is increased to \$ 22,500.

How often may I change the percentage of my salary deferral contributions and catch-up contributions?

You may change the percentage of your pre-tax or Roth salary deferral contributions, as well as catch-up contributions, at any time by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Changes will be effective as of the next payroll period or as soon as administratively possible thereafter.

May I stop making salary deferral contributions and catch-up contributions to the Plan?

Yes, you may stop making pre-tax or Roth salary deferral contributions, as well as catch-up contributions, at any time by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Your change will be effective as of the next payroll period or as soon as administratively possible thereafter. If you decide to start making salary deferral contributions and/or catch-up contributions again at a later date, you may begin making them by visiting Diversified Direct Online or by calling Diversified Direct. Contributions will be deducted as of the next payroll period or as soon as administratively possible thereafter.

Does my Employer make contributions to the Plan?

Your Employer may make contributions to the Plan as follows:

Matching Contributions. Your Employer may make a matching contribution on an annual basis for all participants who elect to make pre-tax or Roth salary deferral contributions to the Plan. The amount of the matching contribution, if any, will be determined each Plan Year and announced to all participants.

Nonelective Contributions. Your Employer may choose to make a nonelective contribution. If so, the amount credited to your account will be in the same ratio that your salary bears to the total salary of all participants in the Plan. The amount of the nonelective contribution, if any, will be determined each Plan Year and announced to all participants.

In order to receive the matching and nonelective contributions, you must complete 975 hours of service during the Plan Year. This requirement does not apply if you terminate employment due to death, disability or retirement.

Are Roth deferrals eligible for an Employer matching contribution?

Yes. Roth deferrals are eligible for an Employer matching contribution in the same manner as pre-tax salary deferral contributions, but they do not increase the amount or rate of the maximum Employer matching contribution that can be made to the Plan.

What happens if I go on a qualified military service leave?

Generally, when you go on a qualified military service leave, you are no longer able to make pre-tax or Roth salary deferral contributions or catch-up contributions until you return to work. However, when you return to work, you will be given an opportunity to make up the contributions that you could have made while you were on such leave. You will have a period of three times the period of military service to make up these contributions, not to exceed five years.

When you return from a qualified military service leave, your Employer is required to restore your account with any contributions that would have been made on your behalf, had you not been absent due to the leave. If you make the missed contributions you were not able to make due to your qualified military service leave, you will also be entitled to receive any applicable matching contributions. Your Employer will make the applicable matching contributions within a reasonable period after you make up any missed contributions.

When determining the contributions to be restored to your account, your Employer will use the salary you would have received during the period of your leave, based on your rate of pay, or if not reasonably certain, your average salary during the 12-month period preceding your leave.

May I make a rollover contribution to the Plan?

Yes, unless you are an excluded employee. If you were a participant in another plan (for example, a 403(b) plan, qualified plan or governmental 457(b) plan from a previous employer), you may elect a direct rollover or a participant rollover contribution into this Plan from the other plan. You generally have 60 days from the date of a distribution to contribute that amount to this Plan as a participant rollover contribution. If you elect a direct rollover, that amount will be contributed directly to this Plan and may include after-tax contributions, provided the direct rollover is from a qualified Roth contribution program, or a 401(a) plan or another 403(b) plan. You may also roll over amounts that were previously contributed to a traditional Individual Retirement Account ("IRA"). To make a rollover contribution, you must provide Diversified with a certification from your former employer, plan administrator or IRA provider stating that the distribution you received from their plan or traditional IRA qualifies as a rollover contribution. Please call Diversified Direct at 800-755-5801 if you want to make a rollover contribution.

May I make a rollover contribution prior to meeting the Plan's eligibility requirements?

Yes, as long as you are not an excluded employee.

What is the most that may be contributed to the Plan on my behalf?

The Internal Revenue Service (IRS) places a maximum limit on the amount of money (the "Annual Contributions") that may be contributed to your account each Plan Year. For your Plan, this limit applies to:

- your own contributions to the Plan (excluding catch-up contributions).
- your Employer's contributions to the Plan.

For the 2012 Plan Year, the maximum Annual Contributions to your account cannot exceed the lesser of \$50,000 or 100% of your total salary. Total salary for this purpose includes any salary deferral contributions to 401(k) plans, Section 125 cafeteria plans, Section 132(f)(4) plans, governmental 457(b) plans, 403(b) accounts, simplified employee pension plans or simple retirement accounts.

NOTE: In general, for purposes of applying these limits (which may be adjusted in future years), contributions to all 403(b) defined contribution plans, maintained by your Employer are counted.

If you are a "highly compensated employee", the IRS also places an annual limit on the amount of matching contributions and voluntary after-tax contributions which may be made to your account. Contributions may be limited to an amount that enables the Plan to meet certain nondiscrimination tests.

In addition, in order to pass this test (known as the ACP test), your Employer may return or forfeit excess contributions to highly compensated employees. As an alternative your

www.divinvest.com for more information. Diversified Direct at 800-755-5801 is also available to provide investment information to help you make investment decisions. Diversified is equipped to handle your calls and questions in over 140 languages through Language Line® service. It also provides services for those who are hearing-impaired. All calls are recorded for your protection.

Once you decide how you would like your contributions invested, you will need to call Diversified Direct at 800-755-5801. Please note that your choices must be in whole percentages.

NOTE: If you have not made your investment elections, all contributions made on your behalf will be invested in one of the T. Rowe Price Target Date Funds, based on the year in which you turn age 65. This is known as the "Default Alternative." Your Employer has chosen to qualify the Default Alternative as a Qualified Default Investment Alternative ("QDIA") established in accordance with the legal requirements under section 404(c)(5) of ERISA and regulations there under. This means that the plan fiduciary would not be liable for any investment losses that result, notwithstanding that you did not affirmatively elect to invest in the Default Alternative. This relief from liability applies whether or not the Plan is intended to be an ERISA 404(c) plan. You have the right to direct any assets invested in the Default Alternative to other investment options available under the Plan, without financial penalty.

Your Plan is intended to be a 404(c) plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). This provision provides special rules for plans that permit participants to have control over their accounts (like yours). Because you choose your own investments, you are responsible for any investment gains or losses that result from your investment decisions. The Plan's fiduciaries (the Plan Administrator, etc.) are not liable if the value of your account declines because of investment losses based on your investment decisions.

Is there any other information available?

Certain additional information is available to you directly from your Plan Administrator upon request. The information for each investment fund includes:

- a description of the annual operating expenses;
- the most recent copies of financial statements, prospectuses (if applicable), reports and other information;
- a listing of assets comprising the portfolio of each designated investment fund holding "plan assets", its value, and information related to fixed-rate investment contracts (rate of return and maturity date); and
- a performance history and information regarding the value of shares or units in the investment fund and in your account.

How do I change the way my future contributions will be invested?

You may change the way your contributions are invested by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Changes received by Diversified before 4:00 p.m. Eastern Time will be effective the same day. You may change the way your contributions are invested at any time. Please note that your choices must be in whole percentages. Confirmation of any changes you make will be sent to you within five business days.

May I transfer money from/to another 403(b) plan?

Incoming Transfers: You **may** initiate a plan-to-plan transfer of your 403(b) account from another 403(b) Plan.

Outgoing Transfers: You **may not** initiate a plan-to-plan transfer of your 403(b) account to another 403(b) plan from this 403(b) Plan. However, you will only be permitted to initiate a plan-to-plan transfer of your 403(b) account to another 403(b) plan while in service to a controlled group Employer. Please contact your Plan Administrator for a list of approved providers.

Outgoing Transfers: Eligible Employees **may not** make transfers from this Plan to a governmental defined benefit plan for purposes of purchasing permissive service credit or a repayment of certain prior refunds to which Code section 415 does not apply.

May I transfer money among the different investment funds?

Yes, you may transfer money among the various investment funds by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801. Transfers received before 4:00 p.m. Eastern Time will be processed the same day. You may transfer money among the various investment funds at any time. Confirmation of your transfer will be sent to you within five business days.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

Ownership of Your Account (Vesting)

What does vesting mean?

Vesting means ownership of your account. The portion of your account that is yours is called your vested account.

How do I know which portion of my account is vested?

You are always 100% vested in (i.e., have full ownership of) the following portions of your account:

- salary deferral contributions;
- Roth deferral contributions;
- catch-up contributions;
- rollover contributions; and
- any earnings on the above contributions.

Matching contributions, nonelective contributions and minimum contributions, if any, become "vested" based on your number of years of service with your Employer. The schedule below shows how your vested percentage is determined:

<u>Completed Years of Service</u>	<u>Vested Percentage</u>
Less Than 2	0 % Vested
2	25 % Vested
3	50 % Vested
4	75 % Vested
5 or more	100 % Vested

NOTE: Saratoga Emergency Physicians PC is a predecessor organization and service with this organization will be counted when calculating your vested percentage.

Your vested percentage is directly tied to your years of service. You will be credited with a year of service if you complete 975 hours during a consecutive 12-month period ending on each December 31. If you go on a qualified military service leave, for purposes of determining years of service, such period of leave will be counted upon your return to employment.

In addition, you will be 100% vested in Employer matching contributions and nonelective contributions, if any, and the earnings on such contributions if, while employed by your Employer,

- you attain the Plan's normal retirement age of 59 1/2;
- you become permanently disabled; or
- you die.

You will be considered disabled if you furnish proof of the existence of a disability in the form and manner consistent with the requirements of the Social Security Administration to receive benefits. In other words, if you are not able to work in any substantially gainful activity because of any physical or mental impairment(s) that can be shown medically and those impairments are expected to result in death or to last for a continuous period of more than 12 months, you may be considered disabled under the Social Security Administration's

guidelines. Furnishing a letter from the Social Security Administration stating that you are entitled to disability benefits would be sufficient proof of your disability.

If I terminate service with my Employer, will I receive the total value of my account?

The answer to this question depends on why and when you terminate service. If you terminate employment under any of the circumstances listed above or you have 5 or more years of service, you will receive the total value of your account.

Is my vesting affected if I become an excluded employee?

No. While you cannot participate in the Plan if you become an excluded employee, your vesting will not be affected. You will continue to be credited with years of service.

The vested percentage of your matching contributions, nonelective contributions and minimum contributions, if any, will increase as long as you continue working for your Employer.

When I terminate employment, what will happen to the portion of my account that is not vested?

The portion of your account that is not yet vested will be considered a "forfeiture." You will not be entitled to any portion of your account that is not vested when you terminate employment. Forfeitures will be used in the following sequence:

- 1) Restore Participants Accounts
- 2) Offset Plan Expenses
- 3) Reduce Any Employer Contributions

What happens to my prior years of service if I am later reemployed with my Employer?

If you are reemployed, you will receive credit for all prior years of service.

What happens to my forfeited money if I am later reemployed with my Employer?

If you return to work for the Employer before five consecutive one-year Breaks in Service, you may restore the forfeited portion of your account by repaying any payment you received at termination. Your account will automatically be restored if you did not receive a distribution and you are reemployed by your Employer.

A one-year Break in Service occurs when you do not complete more than 500 hours of service with your Employer during the applicable 12-month computation period.

Please see your Plan Administrator for further details, including the deadline by which you would need to repay any payment you received.

What if a Qualified Domestic Relations Order ("QDRO") is issued against my account?

Generally, your vested account may not be sold, used as collateral for a loan outside the Plan, given away, or otherwise transferred. In addition, with certain limited exceptions (e.g., an IRS levy), your creditors may not interfere with your account in any way. An exception to this general rule, however, is a QDRO. A QDRO is a decree or order issued by a court that makes you pay child support or alimony, or otherwise allocates a portion of your account to your spouse, former spouse, child or other dependent. If a QDRO is received by Diversified, all or a portion of your benefits may be used to satisfy such order. Diversified will determine if the decree or order issued by the court meets the requirements of a QDRO. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Diversified, and should do so before having their legal counsel draft any domestic relations order.

Withdrawals

May I make other withdrawals while I am employed?

Yes, you may make other withdrawals as follows:

Age 59 1/2 or Older

When you reach age 59 1/2, you may withdraw all or a portion of your vested account balance from the following sources:

- salary deferral contributions;
- Roth deferral contributions;
- catch-up contributions;
- rollover contributions;
- matching contributions; and
- nonelective contributions.

NOTE: The conditions for the withdrawal of Roth deferrals while you are still employed are the same as those that apply to in-service withdrawals of pre-tax salary deferral contributions.

Hardship

Your Plan allows you to make hardship withdrawals. A "hardship withdrawal" is a withdrawal made for an "immediate and heavy financial need," such as:

- unreimbursed medical expenses for you, a dependent, a properly designated primary beneficiary of your account under the Plan or a non-custodial child;

- purchase of your principal residence, excluding mortgage payments. Funds cannot be withdrawn to purchase a vacation home;
- post-secondary education (e.g., college), tuition and related educational fees and room and board expenses for the next 12 months for you, your spouse, your child, a properly designated primary beneficiary of your account under the Plan or your dependent;
- amounts necessary to prevent foreclosure or eviction from your principal residence (e.g., unpaid rent or mortgage payments);
- unreimbursed burial or funeral expenses for your deceased parent, spouse, child, a properly designated primary beneficiary of your account under the Plan or dependent;
- unreimbursed expenses for the repair of damage to your principal residence that qualifies for the casualty loss deduction under Code Section 165 (without regard to whether the loss exceeds 10% of adjusted gross income); or
- amounts for other expenses which the IRS may later define as a hardship withdrawal.

The amount of the hardship withdrawal cannot exceed the exact amount needed to cover your financial need, plus any income taxes or penalties reasonably anticipated to result from the hardship withdrawal. In addition, in order to receive approval for a hardship withdrawal, it must be determined by Diversified that your need for the withdrawal cannot reasonably be relieved by:

- stopping of salary deferral contributions under the Plan; or
- other distributions from plans maintained by the Employer or any other employer.

Diversified will determine whether you qualify for a hardship withdrawal using uniform and nondiscriminatory standards. If Diversified determines that you qualify for a hardship withdrawal, you may withdraw the following contributions and earnings:

- salary deferral contributions;
- Roth deferral contributions; and
- rollover contributions.

Are there any restrictions relating to hardship withdrawals?

Yes. If you take a hardship withdrawal, you may not make any voluntary after-tax, pre-tax or Roth salary deferral contributions for 6 months from the date of your hardship withdrawal.

How do I apply for a withdrawal?

You can apply for a withdrawal by calling Diversified Direct at 800-755-5801 and requesting a withdrawal form. Diversified will process your withdrawal request within five business days (or as soon as administratively possible) after it receives your properly completed request.

If I make a withdrawal, may I repay it?

No, amounts withdrawn from the Plan may not be repaid.

What are the tax effects of making a withdrawal?

If you make a withdrawal from the Plan, you generally will have to pay income taxes on the money you withdraw. Unless you are withdrawing money to make a direct rollover contribution to another qualified plan, governmental 457(b) plan, 403(b) account, or traditional IRA, your withdrawal is generally subject to the mandatory 20% federal income tax withholding. Since hardship withdrawals are not eligible to be rolled over to another plan, they are subject to optional 10% federal income tax withholding. Also, if you are under age 59 1/2 when you make your withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income tax on any Roth Deferrals you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. The earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question "**What is a 'qualified distribution' from a Roth deferral account?**" in the "**Taxes on Distributions**" section of this SPD.

Benefits

When may I retire under the Plan?

Your normal retirement date is your 59 1/2 birthday.

When will I begin to receive benefits from the Plan?

If you terminate service, you have the option to receive the total vested value of your account at any time. The Plan is required by law to distribute your benefits no later than April 1st of the calendar year following the year in which you reach age 70 1/2.

However, if you are still working for your Employer at the time you reach age 70 1/2 (and you are not a 5% owner of your Employer), you may:

- delay payment of your benefits until April 1st of the calendar year following the year you retire; or
- provided you did not elect an annuity, delay the rest of your benefit payments until April 1st of the calendar year following the year you retire, if you had already begun to receive payment of your benefits.

If I terminate employment with my Employer for any reason, do I need to take my money immediately?

It depends.

If your vested account balance is over \$5,000, you may leave your money in the Plan, unless otherwise required by the Plan's minimum distribution requirements.

A special rule applies (known as a "mandatory distribution") if your vested account balance is over \$1,000 but not more than \$5,000 (excluding Rollover Contributions), and you have not attained the later of age 62 or the normal retirement age under the Plan. In such case, if you do not make a timely distribution or direct rollover election, your entire vested account balance, including any prior rollover contributions, will automatically be rolled over to a traditional IRA serviced by Diversified (in computing your vested account balance for purposes of any automatic rollover to an IRA, any loan default amount is not included). If your vested account balance is \$1,000 or less, and you do not make a timely distribution or direct rollover election, your vested account balance will be paid directly to you by check as a mandatory distribution (subject to required 20% federal withholding and any applicable state withholding).

The IRA will be invested in the Money Market Fund of the Transamerica Partners Funds Group. This Fund has been designated to preserve principal and provide a reasonable rate of return and liquidity. You may thereafter elect to transfer your monies from such IRA by completion of the appropriate form(s) provided by Diversified. There are no administrative fees or sales charges associated with this account.

For additional information, please visit Diversified Direct Online at www.divinvest.com or call Diversified Direct at 800-755-5801.

How will my account be paid to me?

Your account will be paid to you in one lump sum payment.

May I elect a different payment option?

Yes, other payment options are available (*Note, however, that if you elect any of the annuity options below, other than the joint and survivor annuity, spousal consent is required*). If your vested account balance is over \$5,000 (excluding rollover contributions), the other payment options available to you are:

Life Annuity

This annuity provides a monthly payment to you for your lifetime. No payments will be made after your death.

Life Annuity with a 5-Year Period Certain

This annuity provides a monthly payment to you for your lifetime. If you die before receiving 5 years of payments (60 months), the remaining payments will be made to your beneficiary. Your beneficiary can choose to have the remaining payments made in one lump sum.

Life Annuity with a 10-Year Period Certain

This annuity is the same as a life annuity for a 5-year period certain (see above). However, payments will be made to your beneficiary for the remainder of 10 years (120 months), not 5.

Life Annuity with a 15-Year Period Certain

This annuity is also the same as the 5- and 10-year life annuities explained above. However, payments will be made to your beneficiary for the remainder of 15 years (180 months).

Life Annuity with a 20-Year Period Certain

This annuity is also the same as the 5-, 10- and 15-year life annuities explained above. However, payments will be made to your beneficiary for the remainder of 20 years (240 months).

Term Certain Annuity guaranteed for 5-Years

This annuity provides a monthly payment to you for a guaranteed period of 5 years. If you die before receiving 5 years of payments (60 months), the remaining payments will be made to your beneficiary. Your beneficiary can choose to have the remaining payments made in one lump sum.

Term Certain Annuity guaranteed for 10-Years

This annuity is also the same as a term certain annuity for 5 years (explained above). However, payments will be made to your beneficiary for the remainder of 10 years (120 months).

Term Certain Annuity guaranteed for 15-Years

This annuity is also the same as the 5 and 10 year term certain annuity (explained above). However, payments will be made to your beneficiary for the remainder of 15 years (180 months).

Term Certain Annuity guaranteed for 20-Years

This annuity is also the same as the 5, 10 and 15 year term certain annuity (explained above). However, payments will be made to your beneficiary for the remainder of 20 years (240 months).

Joint and Survivor Annuity

This annuity pays a monthly lifetime benefit to you and, upon your death, to your spouse. You may elect to have your spouse receive another amount (such as 50%, 66 2/3%, 75% or 100% of your payment). No payment will be made after your death if your spouse does not survive you.

Installment Payments

You may also elect to receive payments on a monthly, quarterly, semi-annual (twice a year) or annual basis. If you die before receiving all of the payments, the balance in your account will be paid to your beneficiary in one lump sum payment. Your beneficiary may elect another form of benefit.

Partial Cash Payments

You may elect to receive partial cash payments. This means that you may receive part of your account balance while leaving the remainder of your account in the Plan. You may receive partial cash payments from your account at any time, and as often as you like. If you die before receiving all of your account, the balance in your account will be paid to your beneficiary in one lump sum payment.

Lump Sum

You may also elect to have your account paid to you in one lump sum payment. If your vested balance is \$5,000 (excluding rollover contributions) or less, it will automatically be paid to you in one lump sum payment.

What happens if I become disabled?

If you become disabled, you will be fully vested in your account. Your disability retirement date will be the first day of the month following the date that you become disabled. Your account will be paid to you in one lump sum payment. You may, however, choose any other payment option listed above.

Does the Plan provide for death benefits?

Yes. If you die before your benefits begin under the Plan, your account will be paid to your beneficiary. Your beneficiary may choose any payment option listed above (except a joint and survivor annuity).

Who will be the beneficiary of my death benefits?

If you are married, you may not designate a beneficiary other than your spouse without your spouse's written consent.

You have the right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary, if your beneficiary designation is not valid or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: (1) your spouse; (2) your descendents; (3) your surviving parents in equal shares; and (4) your estate.

You can designate your beneficiary by completing a beneficiary form that is in your enrollment materials.

IMPORTANT NOTE: If you have designated your spouse as your beneficiary and you then get legally divorced, your designation of your spouse will be considered **not** valid unless you complete a new beneficiary form after the divorce redesignating your former spouse as beneficiary.

May a nonspouse beneficiary roll over a death benefit?

Yes, a nonspouse designated beneficiary of a deceased participant may request a direct rollover to an "inherited IRA". An inherited IRA means that the title of the IRA account must identify it as an IRA with respect to a deceased individual and also identify the deceased individual and the beneficiary. The rules for determining the required minimum distributions under the Plan with respect to a nonspouse beneficiary also apply under the inherited IRA.

Taxes on Distributions

What are the tax effects of taking my taxable money?

If you withdraw money from the Plan and you do not directly roll it over into another qualified plan, governmental 457(b) plan, 403(b) account or eligible IRA, you generally will have to pay income taxes on the money. The amount you withdraw is generally subject to a mandatory 20% federal income tax. **NOTE:** Since hardship withdrawals are not eligible to be rolled over to another plan, they are subject to an optional 10% federal income tax withholding. In addition, if you separate from service and are under age 55 in the year when you make the withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income taxes on any Roth deferrals you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. The earnings in your Roth deferral account may qualify for federal tax-free treatment if such a distribution is a "qualified distribution" from your Roth deferral account. See the question **"What is a**

'qualified distribution' from a Roth deferral account?" in the **"Taxes on Distributions"** section of this SPD.

Is there a way to reduce or defer the taxes due on the taxable portion of my distribution?

Yes, there are ways to either reduce or defer the income taxes due on your distribution. For example:

(1) If you receive a taxable distribution from the Plan, you generally have 60 days from the date of the distribution to roll over all or a portion of that amount to a traditional IRA, another employer's qualified plan, a governmental 457(b) plan or to a 403(b) account. If you roll over your account in any of these ways, you generally will not pay taxes on the money. You will however, have to pay taxes when you begin to withdraw money from a traditional IRA or new employer's plan.

Under certain circumstances, all or a portion of your distribution may not qualify as a rollover contribution to an eligible IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account. In addition, most distributions will be subject to a mandatory 20% federal income tax. This tax will reduce the actual amount you receive in your distribution. For this reason, if you wish to roll over all or a portion of your distribution, you may want to take advantage of the direct rollover option described in (2) below.

(2) If you roll over your distribution directly to a pre-tax IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account, no taxes will be taken out. Taxes will be payable, however, when you begin to receive payments, or roll over to a Roth IRA.

Like the rollover (described in (1) above), all or a portion of your distribution may not qualify for a direct rollover to a traditional IRA, other qualified plan, governmental 457(b) plan, or 403(b) account.

(3) If you qualify, you may also elect favorable income tax treatment, such as "10-year forward averaging" or "capital gains" method of taxation.

You will receive additional information regarding the special tax rules, rollover distributions and direct rollovers when you request a distribution.

Are there any special rules regarding direct rollovers of Roth deferrals?

Yes, there are some special rules that apply to direct rollovers of Roth deferrals. A direct rollover of a distribution from a Roth deferral account under this Plan can only be made to a Roth deferral account under another plan that accepts rollovers from a Roth deferral account or to a Roth IRA.

The Plan does not provide for a direct rollover (including any automatic rollover) of distributions from your Roth deferral account if the amount of those distributions that are "eligible rollover distributions" is less than \$200 during a year. Additionally, any distribution from your Roth deferral account will not be taken into consideration when determining

whether distributions from your other accounts are reasonably expected to total less than \$200 during a year.

However, eligible rollover distributions from your Roth deferral account are taken into consideration when determining whether the total amount of your account balances under the Plan exceed \$1,000 for purposes of mandatory distributions from the Plan and the treatment of those distributions (see the "**Benefits**" section of this SPD for the full explanation of "eligible rollover distributions" and for information regarding mandatory distributions and the automatic rollover provisions of this Plan).

If you were a participant in another Roth plan and you receive a distribution from that plan which includes monies in a Roth deferral account, you may be able to roll over those amounts to this Plan through a direct rollover (see the section "**Contribution to the Plan**" in this SPD to verify that direct rollovers are accepted by this Plan). All Roth deferral account amounts will be accounted for separately from any other contribution accounts you have under this Plan. The Roth plan that you wish to transfer your Roth deferral account from over to this Plan must first report to this Plan the amount of your Roth deferrals, as well as associated earnings, and the first year of the five taxable years of Plan participation in this Plan (as the recipient Plan), year one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral account established for you under the transferor plan or the recipient plan, whichever Roth contribution date is earlier.

What is a "qualified distribution" from a Roth deferral account?

A distribution from a Roth deferral account in the Plan is considered a "qualified distribution" if certain conditions are met. First, such distribution is made on or after the date on which you attain age 59 1/2, or is made to your beneficiary (or to your estate) on or after your death, or is distributed to you due to your becoming disabled (as defined in this SPD). Second, such distribution must be paid from a Roth deferral account after a five-taxable year period of participation in order for the distribution to be qualified. When counting the five taxable years, year number one is calculated as starting on the first day of the first taxable year in which you make a Roth deferral to the Plan. Note: If you roll over (by means of a direct rollover) Roth deferrals from another Roth plan to this Plan, your five-taxable-year period of participation under this Plan is the earliest of the two participation periods applicable to both plans.

If a distribution is a qualified distribution, neither your contributions nor the earnings will be includible in your gross income.

May I convert my non-Roth contributions to Roth deferrals?

Yes. Any vested non-Roth contributions in the Plan may be converted to Roth contributions, provided that the non-Roth contributions are available for distribution as an eligible rollover distribution (e.g., in-service withdrawals and distributions upon separation from service). Amounts not eligible include amounts available only for hardship withdrawals, minimum required distributions, corrective distributions, and other similar payments. In general, once a conversion occurs, revocation of the conversion is not permitted.

Once converted, the converted amounts will be treated the same as any Roth rollover contributions you may have for purposes of the in-service withdrawal, loan or hardship withdrawal rules. In addition, note that if your Plan requires spousal consent for a distribution, you will also need spousal consent for any Roth conversion you make (see the "Benefits" section of your SPD for more information on spousal consent).

How are the converted amounts taxed?

All taxable amounts that are converted to Roth deferrals will be immediately taxed in the year of conversion. The converted amounts are not subject to the 10% early withdrawal tax at the time of conversion.

Distribution Claim Procedures

How do I apply for benefits?

You ("you" includes your beneficiary throughout this section) may apply for benefits by submitting a request as previously described. Your request for benefits must be made at least 30 days before you want to receive your distribution.

What if my claim is denied?

Your application for benefits is also known as your "claim for benefits". If your claim for benefits is wholly or partially denied, you will receive written notice of this decision no later than 90 days after the date you submitted your claim. This written notice will explain:

- why your claim was denied;
- the Plan provisions which led to your claim being denied;
- the additional information, if any, needed to process your request for benefits; and
- the Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

How may I appeal a claim denial?

If your claim for benefits is denied, you may appeal the decision. However, you must do so within 60 days of receiving the denial notice from your Plan Administrator. You and your representative (such as your attorney) are entitled to review any of the appropriate documents involved in the denial of your claim. All comments must be submitted in writing.

A final decision on your appeal will be made in writing no later than 60 days after receipt of the appeal. The Plan Administrator may request an extension of time to review your appeal, if there are special circumstances (e.g., a need to hold a hearing concerning the appeal). Such an extension will not be longer than 120 days counting from the date your appeal was received.

Legal Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may charge a reasonable amount for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to retirement benefits from your Plan at normal retirement age (age 59 1/2) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to your retirement benefits. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights.

- For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if the court finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact your Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Additional Information

Who handles the administration of the Plan?

The Plan is administered by your Employer. As Plan Administrator, your Employer is generally responsible for Plan operations and has sole discretion to interpret Plan provisions. Note that Diversified has agreed to assume certain fiduciary responsibilities of the Plan Administrator in accordance with certain agreed upon administrative procedures between Diversified and your Employer.

Diversified performs some, but not all, of the recordkeeping services for your Plan. Diversified performs these functions at the direction of the Plan Administrator in accordance with the provisions of the Plan and the Plan funding documents. Diversified:

- receives the Plan contributions;
- credits your account for those contributions; and
- pays benefits to you and/or your beneficiaries.

Who pays the costs of administering the Plan?

The costs of administering your Plan may be shared between you and your Employer. In addition, some of the costs of administering your Plan may be paid from Plan assets. Note that any Plan administrative fees that are actually deducted from your contributions or your account will be disclosed on your quarterly Plan benefit statement. Any Plan administrative fees are in addition to any expenses of the underlying investment options available under the Plan.

In addition, a plan service credit may be added to your account. If applicable, this will lower the effective annual expense ratios of the investment fund(s) for which a plan service credit applies. Any plan service credit will be disclosed on your quarterly Plan benefit statement.

Can my Employer amend and/or terminate the Plan?

Your Employer may choose to amend and/or terminate the Plan at any time. If your Employer terminates the Plan (or a partial plan termination occurs), you will automatically become 100% vested in your account. This means that you would have full ownership of the money in your account. If your Employer decides to amend the Plan, your vested benefit in the account cannot be reduced.

Upon full termination of the Plan, the Employer will direct the distribution of the assets to participants in a manner that is consistent with the provisions of the Plan. Distributions will be made in cash and if permitted by the Plan, through the purchase of irrevocable nontransferable commitments from Transamerica Financial Life Insurance Company. Except

as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

Is this Plan insured?

No, this Plan is not insured. The assets of the Plan are held entirely separate from the assets of your Employer. All assets of the Plan are dedicated to the exclusive benefit of the Plan's participants. ERISA established a special federal agency, the Pension Benefit Guaranty Corporation (PBGC), to protect employees' benefits in certain pension plans when there is not enough money to cover benefits if a plan should terminate. By definition, benefits under this Plan are always equal to the value of the investments in the Plan. Thus, there is no need for insurance, nor is coverage available, for plans of this type.

TO OUR EMPLOYEES:

We wish to announce that the Retirement Plan of Saratoga Hospital ("Plan") has been amended, effective January 1, 2013, in order to add an automatic escalation feature to the Plan. Therefore, in order to conform your Summary Plan Description ("SPD") to the Plan's amended provision, the following is substituted for the answer to the question "**How do I become a participant in the Plan?**" in the Section entitled **Joining the Plan:**

"When you are eligible to participate in the Plan, your Plan Administrator will provide you with enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting Diversified Direct Online at www.divinvest.com or by calling Diversified Direct at 800-755-5801.

If you do not join the Plan when you first become eligible, or you opt out of the automatic enrollment feature you may join on any business day thereafter, or as soon as administratively feasible.

Unless you elect otherwise, 2% of your salary will be automatically deducted as a pre-tax salary deferral contribution to the Plan. This automatic enrollment will occur on the greater of your Plan entry date after meeting the Plan's eligibility requirements or your plan entry date plus the opt out days.

Unless you elect otherwise these contributions will be invested in one of the applicable T. Rowe Price Target Date Funds, based on the year in which you turn age 65 (see the chart in the answer to the question "**Who decides how the money in my account is invested?**" in the Section entitled **Managing Your Account** for fund details).

The initial automatic contribution percentage specified above will increase by one percent (1%) annually until a cap of eight percent (8%) is reached for your salary deferral contributions. Such increase will occur annually as soon as administrative feasible on the anniversary of your automatic enrollment date provided you have been automatically enrolled for a minimum 12 month period. The initial increase will be effective on your automatic enrollment anniversary beginning in 2013 and each subsequent year thereafter."

Please attach this notice to your SPD for future reference.

Saratoga Care, Inc.

Summary of Material Modifications
to the
Retirement Plan of Saratoga Hospital

This notice is to inform you that effective January 1, 2013, Diversified Retirement Corporation changed its name to Transamerica Retirement Solutions Corporation. Therefore, in order to reflect this change in the Summary Plan Description (“SPD”), all references to “Diversified” in the SPD are replaced with “Transamerica” and all references to “Diversified Investment Advisors” and/or “Diversified Retirement Corporation” are replaced with “Transamerica Retirement Solutions Corporation”, formerly known as Diversified Investment Advisors and Diversified Retirement Corporation.

In addition, all references to “Diversified Direct Online at www.divinvest.com” are replaced with “the participant website”.

Please attach this SMM notice to your SPD for future reference.

Saratoga Care, Inc.

TO OUR EMPLOYEES:

We wish to announce that the Retirement Plan of Saratoga Hospital (“Plan”) has been amended, effective January 1, 2014. Therefore, in order to conform your Summary Plan Description (“SPD”) to reflect the Plan’s amended provisions, please note the following changes:

1. In order to modify the eligibility exclusions of the Plan, the following is substituted for the answer to the question **“Who are excluded employees?”** in the Section entitled **Joining the Plan**:

“For purposes of pre-tax and Roth salary deferral contributions, you are an excluded employee if you are an independent contractor, a leased employee, or a non-resident alien with no U.S. source income.

For purposes of Employer contributions, you are an excluded employee if you are an independent contractor, a leased employee, a non-resident alien with no U.S. source income or a temporary employee.

However, if you are a temporary employee and you complete a year of service with the Employer and attained age 21, you will be eligible to receive Employer matching contributions as soon as administratively feasible upon your completion of a year of service.

To complete a year of service, you must have worked 975 hours of service during an eligibility period. The first eligibility period is the 12-month period beginning on your date of hire. Subsequent eligibility periods are based on the Plan Year (see **“Important Information”** for definition of **“Plan Year”**).

Only those hours for which you are paid or for which you are entitled to be paid (for example: vacations, holidays and sick days) can be counted to reach the required 975 hours of service. However, if you go on a qualified military service leave, such period of leave will be counted when determining hours of service.”

2. In order to change the compensation exclusions under the Plan, the following is substituted for the answer to the question **“Is my total salary used to calculate contributions?”** in the Section entitled **Contributions to the Plan**:

“For the 2014 Plan Year, the IRS allows salary up to \$260,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

For purposes of pre-tax and Roth salary deferral contributions, your salary used to calculate contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, excluding incentive bonuses and generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this 403(b) Plan or a Section 125 cafeteria plan).

For purposes of Employer contributions, your salary used to calculate contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, excluding severance pay, reimbursements or other expense allowances, fringe

benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits, tuition assistance, relocation and recognition awards and generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this 403(b) Plan or a Section 125 cafeteria plan).

For your first year of participation in the Plan, your salary will be recognized as of the date you enter the Plan.”

3. In order to recognize vesting service with certain predecessor organizations, the following is substituted for the **NOTE** in the answer to the question “**How do I know which portion of my account is vested?**” in the Section entitled **Ownership of Your Account (Vesting)**:

“**NOTE:** The following organizations are predecessor organizations and service with these organizations will be counted when calculating your vested percentage:

- Saratoga Emergency Physicians, PC (Effective for employees with Saratoga Hospital hire date of 11/30/2010)
- Scotia Glenville Family Medicine, PC (Effective for employees with Saratoga Hospital hire date of 3/31/2013)
- Capital Region Urologic Surgeons, PLLC (Effective for employees with Saratoga Hospital hire date of 10/20/2013)
- Saratoga Surgical Specialists PC (Effective for employees with Saratoga Hospital hire date of 12/24/2012)
- David M. Mastrianni, MD PLLC (Effective for employees with Saratoga Hospital hire date of 12/31/2012)”

Please attach this notice to your SPD for future reference.

Saratoga Care, Inc.

TO OUR EMPLOYEES:

We wish to announce that the Retirement Plan of Saratoga Hospital (“Plan”) has been amended, effective September 1, 2015, to modify the automatic enrollment provision in the Plan. Therefore, in order to conform your Summary Plan Description (“SPD”) to the Plan’s amended provision, the following is substituted for the corresponding question and answer which appears in the Section titled **Joining the Plan**:

“How do I become a participant in the Plan?”

When you are eligible to participate in the Plan, your Plan Administrator will provide you with enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting [the participant website](#) or by calling Transamerica at 800-755-5801.

If you are newly eligible to participate in the Plan, or are eligible, but not contributing to the Plan, or are not contributing at least at the default percentage listed below, then, unless you elect otherwise, you will automatically be enrolled as soon as administratively practicable after September 1, 2015, and a percentage of your salary will be automatically deducted each pay period as a pre-tax salary deferral contribution to the Plan and invested in the Default Alternative (see the section **Managing Your Account** for the Default Alternative).

Your Plan has elected 2% of your salary as the Plan’s default automatic deferral percentage, with an annual 1% contribution increase until the Plan’s maximum automatic deferral percentage of 8% is reached.

In addition, if you are currently eligible to participate in the Plan, and are contributing between the default elective deferral percentage and the Plan’s maximum elective deferral percentage as reflected above, then, unless you elect otherwise, this annual increase will also apply to you.

This annual increase will generally occur as soon as administratively practicable on or after the anniversary of your automatic enrollment in the Plan. Your pre-tax contribution level will stay the same for 12 months before each annual increase.

If you are currently automatically enrolled in the Plan, these provisions also apply to you.

A notice will be provided describing how to opt-out or make a different election at least 30 days and no more than 90 days prior to the date you will be automatically enrolled (adjusted by the Plan’s automatic administrative wait period, if any), and at the beginning of each Plan Year.

However, please note that if you opt out on or after that date, you will no longer be considered subject to the automatic enrollment provision.

Can I opt out of the automatic salary deferral feature of the Plan?

You have the right at any time to elect not to make any salary deferral contributions to the Plan, or to elect to have such contributions made at a different percentage from the Plan's default automatic deferral percentage. (See the question "**How often may I change the percentage of my salary deferral contributions and catch-up contributions?**" for how to make an affirmative election)."

Please attach this notice to your SPD for future reference.

Saratoga Care, Inc.

TO OUR EMPLOYEES:

We wish to announce that the Retirement Plan of Saratoga Hospital ("Plan") has been amended, effective April 1, 2016, in order to change the compensation exclusions under the Plan. Therefore, in order to conform your Summary Plan Description ("SPD") to the Plan's amended provision, the following is substituted for the answer to the question "**Is my total salary used to calculate contributions?**" in the Section entitled **Contributions to the Plan**:

"For the 2016 Plan Year, the IRS allows salary up to \$265,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

Your salary used to calculate contributions will be your total salary (up to the maximum salary as described above). For purposes of pre-tax and Roth deferral contributions, salary excludes severance pay, reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation and welfare benefits and incentive bonuses and for purposes of Employer contributions, salary excludes severance pay, reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation and welfare benefits, tuition assistance, relocation and recognition awards. Generally any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this 403(b) Plan or a Section 125 cafeteria plan) are included.

For your first year of participation in the Plan, your salary will be recognized for the entire Plan Year, regardless of the date you enter the Plan."

Please attach this notice to your SPD for future reference.

Saratoga Care, Inc.

TO OUR EMPLOYEES:

We wish to announce that the Retirement Plan of Saratoga Hospital ("Plan") has been amended, effective December 1, 2017, to reflect a change to vesting as a result of the merger of the Retirement Plan of Saratoga Care, Inc. into this Plan. Therefore, in order to conform your Summary Plan Description ("SPD") to reflect the Plan's amended provision, the following is substituted for the answer to the question "**How do I know which portion of my account is vested?**" in the Section entitled **Ownership of Your Account (Vesting)**:

"You are always 100% vested in (i.e., have full ownership of) the following portions of your account:

- salary deferral contributions;
- Roth deferral contributions;
- catch-up contributions;
- rollover contributions; and
- any earnings on the above contributions.

Matching contributions, nonelective contributions and minimum contributions, if any, become "vested" based on your number of years of service with your Employer. The schedule below shows how your vested percentage is determined:

<u>Completed Years of Service</u>	<u>Vested Percentage</u>
Less Than 2	0 % Vested
2	25 % Vested
3	50 % Vested
4	75 % Vested
5 or more	100 % Vested

NOTE: Employer contributions transferred to this Plan, as a result of a merger or acquisition, may be subject to a different vesting schedule than the schedule reflected above. Please see your Plan Administrator for additional information.

NOTE: The following organizations are predecessor organizations and service with these organizations will be counted when calculating your vested percentage:

- Saratoga Emergency Physicians, PC (Effective for employees with Saratoga Hospital hire date of 11/30/2010)
- Scotia Glenville Family Medicine, PC (Effective for employees with Saratoga Hospital hire date of 3/31/2013)
- Capital Region Urologic Surgeons, PLLC (Effective for employees with Saratoga Hospital hire date of 10/20/2013)
- Saratoga Surgical Specialists PC (Effective for employees with Saratoga Hospital hire date of 12/24/2012)

- David M. Mastrianni, MD PLLC (Effective for employees with Saratoga Hospital hire date of 12/31/2012)''

Your vested percentage is directly tied to your years of service. You will be credited with a year of service if you complete 975 hours during a consecutive 12-month period ending on each December 31. If you go on a qualified military service leave, for purposes of determining years of service, such period of leave will be counted upon your return to employment.

- you attain the Plan's normal retirement age of 59 1/2;
- you become permanently disabled; or
- you die.

You will be considered disabled if you furnish proof of the existence of a disability in the form and manner consistent with the requirements of the Social Security Administration to receive benefits. In other words, if you are not able to work in any substantially gainful activity because of any physical or mental impairment(s) that can be shown medically and those impairments are expected to result in death or to last for a continuous period of more than 12 months, you may be considered disabled under the Social Security Administration's guidelines. Furnishing a letter from the Social Security Administration stating that you are entitled to disability benefits would be sufficient proof of your disability.

Please attach this notice to your SPD for future reference.

Saratoga Care, Inc.