A SUMMARY PLAN DESCRIPTION OF

BOSQUE SCHOOL

DEFINED CONTRIBUTION RETIREMENT PLAN

MODRALL SPERLING

PREPARED BY:

Modrall Sperling Roehl Harris & Sisk, P.A.
P.O. Box 2168
Albuquerque, New Mexico 87103
(505) 848-1800

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INTRODUCTION

Type of Plan
Effective July 1, 2008, Bosque School amended the retirement plan it previously established on August 1, 1995 under Section 403(b) of the Internal Revenue Code. The plan is named the Bosque School Defined Contribution Retirement Plan, but it will be referred to in this summary plan description as the "Plan". This is a cash or deferred plan, and once you're eligible to participate, you can contribute your own money to the Plan on a tax deferred basis through payroll deductions.

Plan Sponsor
Bosque School is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Employer," "we," "us" or "our". Our address is 4000 LEARNING RD NW, Albuquerque, NM 87120-2546; our telephone number is (505) 123-3456; and our employer identification number is 85-0420092.

Purpose of This Summary
This summary describes highlights of the Plan and is not intended to be a complete description. If there is a conflict between this summary and the Plan, the provisions of the Plan control your right to benefits. Also, no provision of the Plan or this summary is intended to give you the right to continued employment or prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this summary, you can contact the Plan Administrator who is described in the next section.

PLAN ADMINISTRATION

Plan Administrator
The Plan is administered under a written agreement, and all matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator is Bosque School, whose address is 4000 Learning Road NW, Albuquerque, NM 87120-2546, and whose telephone number is (505) 123-3456.

Other Information
We have assigned number 001 to the Plan. The accounting year of the Plan, called the Plan Year, begins January 1st and ends the following December 31st. Legal process can be served on either the Administrator or the Employer.

PLAN DEFINITIONS

While many definitions are used in this summary, most are only defined in the section where they actually appear. The following terms, however, have broader application and are used throughout the summary:

Account
Your Account represents the aggregate value of the various contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account has the following sub-accounts: the Elective Deferral Account, the Matching Contribution Account, and the Non-Elective Contribution Account.

Elective Deferral
An Elective Deferral is the amount you elect to contribute to the Plan through payroll withholding.

Matching Contribution
A Matching Contribution is a contribution we make to the Plan which matches some portion (or all) of the Elective Deferrals you made to the Plan for that Plan Year.

Non-Elective Contribution
A Non-Elective Contribution is an additional type of contribution we may elect to make to the Plan for any Plan Year. Non-Elective Contributions are generally made as a percentage of pay.

PLAN PARTICIPATION

General Requirements
In order to participate in the Plan with respect to any specific type of contribution, you must satisfy the following three criteria: (1) you must be an Eligible Employee with respect to that type of contribution as described in the next paragraph captioned *Eligible Employees*; (2) you must satisfy any age and/or service requirements applicable to that type of contribution as described in the paragraph captioned *Age and Service Requirements*; and (3) you must still be employed by us on the entry date applicable to that type of contribution as described in the paragraph captioned *Entry Date*.

Eligible Employees
With respect to each type of contribution specified below, the following employees are eligible (or ineligible, as the case may be) to participate in the Plan:

♦***Elective Deferrals***. All employees are considered to be Eligible Employees for the purpose of making Elective Deferrals to the Plan except for the following ineligible classes of employees: (1) employees who are students; and (2) employees who are normally credited with fewer than 20 Hours of Service per week.

♦***Matching Contributions***. All employees are considered to be Eligible Employees for the purpose of receiving Matching Contributions except for the following ineligible classes of employees: (1) employees who are students; and (2) employees who are normally credited with fewer than 20 Hours of Service per week.

♦***Non-Elective Contributions***. All of our employees are considered to be Eligible Employees for the purpose of Non-Elective Contributions except for the following ineligible classes of employees: (1) employees who are students; and (2) employees who are normally credited with fewer than 20 Hours of Service per week.

Age and Service Requirements
In addition to being an Eligible Employee as described above, you must also satisfy any age/service requirements which apply to a specific type of contribution before you can qualify to participate in the Plan. The age/service requirements for each type of contribution permitted under this Plan are:

♦***Elective Deferrals***. There are no age and service requirements you must satisfy in order to become a Participant for the purpose of making Elective Deferrals to the Plan.

♦***Matching Contributions***. In order to become a Participant for the purpose of receiving Matching Contributions, you must have reached age 18 and completed one Year of Service.

♦***Non-Elective Contributions***. In order to become a Participant for the purpose of receiving allocations of Non-Elective Contributions, you must have reached age 18 and completed 1 Year of Service.

Entry Date
Once you have satisfied any age/service requirements which apply to a specific type of contribution, and assuming you are an Eligible Employee with respect to that type of contribution, you must be employed on the entry date for that type of contribution to actually enter the Plan as a Participant with respect to that type of contribution. The entry date or dates for each type of contribution permitted under this Plan are:

♦***Elective Deferrals***. You can actually enter the Plan as a Participant on your employment commencement date for the purpose of making Elective Deferrals, which you can begin making on the first payroll period which occurs after your employment commencement date.

♦***Matching Contributions***. You can actually enter the Plan as a Participant for the purpose of receiving allocations of Matching Contributions on the January 1st, April 1st, July 1st or October 1st that coincides with or next follows the date on which you first satisfy the age and service requirements described above in the paragraph *Age and Service Requirements*.

♦***Non-Elective Contributions***. You can actually enter the Plan as a Participant for the purpose of receiving allocations of Non-Elective Contributions on the January 1st, April 1st, July 1st or October 1st that coincides with or next follows the date on which you first satisfy the age and service requirements described above in the paragraph *Age and Service Requirements*.

Year of Service

Your service for eligibility purposes is determined by your Years of Service. A Year of Service for eligibility purposes is a 12-month computation period during which you complete at least 1,000 Hours of Service. Your initial eligibility computation period begins on your date of hire. Your second eligibility computation period overlaps your first computation period and begins on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. For example, if your date of hire is March 1st, your second eligibility computation period will begin on the January 1st which begins immediately prior to the anniversary of your date of hire.

Hour of Service

An Hour of Service is any hour for which you have a right to be paid by us or by any adopting Employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave.

Break in Service

You will incur a Break in Service for eligibility purposes if you fail to perform more than 500 Hours of Service during a 12-month eligibility computation period (as described above). A Break in Service may affect your eligibility to receive an allocation of contributions to your Account.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be interrupted. If you return to employment with us after a Break in Service, your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) after you complete an additional Year of Service, subject to the following exception: Your prior Years of Service will not be counted if you did not have a Vested Account balance and if your consecutive Breaks in Service equals or exceeds the greater of five or your aggregate number of Years of Service.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

In order to make Elective Deferrals, you must file an Enrollment Form with the Administrator in which you indicate the amount you want us to withhold (or defer) from your Compensation and contribute to the Plan on your behalf. The amount of your Elective Deferrals for any calendar year can't exceed the annual dollar limit permitted by law, which is $15,500 for calendar year 2008 and $16,500 for calendar year 2009. This amount is adjusted annually by law for increases in the cost of living.

After you make your initial deferral election, you can change it as permitted by the Administrator. You can also cancel your deferral election at any time by giving written notice (not to exceed 30 days) to the Plan Administrator. If you do cancel your deferral election, you will not be permitted to put a new deferral election into effect until such time as permitted by the Administrator.

Catch-Up Contributions

If you are eligible, you can make additional "catch-up" contributions to the Plan in excess of the annual limit on Elective Deferrals. If you're interested, the Administrator can provide more information.

Matching Contributions

We may elect to make a Matching Contribution in an amount determined each year at our discretion. Matching Contributions will not be made with respect to the catch-up contributions you make to the Plan. Matching Contributions will be allocated to your Matching Contribution Account. Participants who make an Elective Deferral during a Plan Year for which we make a Matching Contribution will be eligible to receive an allocation for that Plan Year under the following circumstances:

♦***Active Participants***. Participants who are still employed by us on the last day of that Plan Year will be eligible to receive an allocation if they are still Eligible Employees for Matching Contribution purposes on the last day of that Plan Year.

♦***Terminated Participants***. Participants who terminate employment for any reason before the last day of that Plan Year will also be eligible to receive an allocation, but only if they are still Eligible Employees for Matching Contribution purposes on the day they terminate employment.

Non-Elective Contributions

We may also make other discretionary contributions to the Plan. These contributions are called Non-Elective Contributions. Making a Non-Elective Contribution for any Plan Year is entirely discretionary, as is the amount. Non-Elective Contributions will be allocated to each eligible Participant's Account based on the ratio that his or her Compensation bears to the total Compensation of all eligible Participants for that Plan Year. This means that the amount allocated to each eligible Participant's Non-Elective Contribution Account will, as a percentage of Compensation, be the same that is allocated to all other eligible Participants. In any Plan Year for which we make a Non-Elective Contribution, Participants will be eligible to receive an allocation under the following circumstances:

♦***Active Participants***. Participants who are still employed by us on the last day of that Plan Year will be eligible to receive an allocation if they are still Eligible Employees for Nonelective Contribution purposes on the last day of that Plan Year.

♦***Terminated Participants***. Participants who terminate employment for any reason before the last day of that Plan Year will also be eligible to receive an allocation, but only if they are still Eligible Employees for Non-Elective Contribution purposes on the day they terminate employment.

Definition of Compensation

Your Compensation for Plan purposes is the amount reported on your Form W-2 during the Plan Year, up to the annual dollar limit permitted by law, which is $230,000 for the Plan Year which begins in 2008 and $245,000 for the Plan Year which begins in 2009. This amount is adjusted annually by law for increases in the cost of living.

Rollover Contributions

If you participated in another eligible retirement plan or you have an individual retirement account, you can you can roll over your assets from the other plan (or from your IRA) to this Plan provided all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds over into this Plan. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Account, and you can withdraw your rollovers only when you terminate employment with us.

BENEFITS UPON RETIREMENT

Determination of Benefit

You are entitled to 100% of your Account after you reach Normal Retirement Age. Normal Retirement Age is the date you reach age 65. Your Account will be distributed as soon as administratively feasible after you terminate employment.

Form of Distribution

Your Account will be distributed in a lump sum which can be paid to you or, at your election, paid directly to any eligible retirement account you designate - either to another qualified retirement plan which agrees to receive the distribution or to an individual retirement account. Prior to distribution, you will receive a distribution forms package from the Administrator in which you will make the election described in the preceding sentence, as well as certain other elections regarding your benefit. If the forms are not timely signed and returned to the Administrator, a check will be remitted directly to you.

BENEFITS UPON DISABILITY

Determination of Benefit

If you terminate employment because you become disabled, you are entitled to your Vested Account. (For an explanation of what your Vested Account is and how it is determined, see the section titled *Determination of Vested Interest*.) In order to be considered disabled for Plan purposes, you must suffer a physical or mental condition that qualifies you for disability benefits under the Social Security Act. Your Vested Interest will normally be distributed as soon as administratively feasible after you terminate employment because of disability.

Form of Distribution

Your Vested Account balance will be distributed in a lump sum which can be paid to you or, at your election, paid directly to any eligible retirement account you designate - either to another qualified retirement plan which agrees to receive the distribution or to an individual retirement account.

BENEFITS UPON DEATH

Determination of Benefit

Upon your death, your beneficiary is entitled to your Vested Account. (For an explanation of what your Vested Account is and how it is determined, see the section titled *Determination of Vested Interest*.) Your death benefit will be distributed to your beneficiary as soon as administratively practicable.

Naming of Beneficiaries

If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse is deemed by law to be your beneficiary unless he or she waives the death benefit in writing.

Form of Distribution

Your death benefit will be distributed to your beneficiary in a lump sum payment.

BENEFITS UPON TERMINATION OF EMPLOYMENT

Determination of Benefit

If you terminate employment before Normal Retirement Age, or before your death or disability, you are entitled to your Vested Account, which will normally be distributed to you within an administratively practicable time after you terminate employment.

Form of Distribution

Your Vested Account will be distributed in a lump sum which can be paid to you or, at your election, paid directly to any eligible retirement account you designate - either to another qualified retirement plan which agrees to receive the distribution or to an individual retirement account.

DETERMINATION OF VESTED INTEREST

100% Vesting Upon Retirement, Death or Disability

Your Vested Account is the percentage of your Account to which you are entitled at any point in time. You will automatically have a 100% Vested Account (and in all sub-accounts) when you reach Normal Retirement Age prior to termination of employment, or upon your death or disability prior to that date. The determination of your Vested Account at any other time, including upon termination of employment prior to your retirement, death or disability, is described in the following paragraphs.

Vesting of Elective Deferrals

Your Vested percentage in your Elective Deferral Account will be 100% at all times.

Vesting of Matching Contributions

If you were hired on or after July 1, 2008, your Vested percentage in your Matching Contribution Account will be determined by the vesting schedule in the table below based on the number of Years of Service you have completed. In determining your Vested percentage in your Matching Contribution Account, all of your Years of Service will be counted. Any part of your Matching Contribution Account which is not Vested will be forfeited when you terminate employment and will be used to reduce our future contributions to the Plan. If you were hired prior to July 1, 2008, your Vested Percentage in your Matching Contribution Account is 100%.

Years of Service	Vested Interest
1	0%
2	0%
3	100%

Vesting of Non-Elective Contributions

If you were hired on or after July 1, 2008, your Vested percentage in your Non-Elective Contribution Account will be determined by the vesting schedule which immediately follows this paragraph based on the number of Years of Service you have completed. In determining your Vested Interest in your Non-Elective Contribution Account, all of your Years of Service will be counted. If you were hired prior to July 1, 2008, your Vested Percentage in your Non-Elective Contribution Account is 100%.

Years of Service	Vested Interest
1	0%
2	0%
3	100%

Year of Service

Your service for vesting purposes is determined by your Years of Service. A Year of Service for vesting purposes is a 12-month computation period during which you complete 1,000 Hours of Service (as previously described in the section of this summary titled Plan Participation. The vesting computation period in this Plan is the Plan Year.

Break in Service

You will incur a *Break in Service* for vesting purposes if you fail to perform more than 500 Hours of Service during a 12-consecutive month vesting computation period (as described above). A Break in Service may affect the number of your Years of Service counted for vesting purposes.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service for vesting purposes will not be interrupted. If you return to employment with us after a Break in Service, your prior Years of Service will be counted for vesting purposes after the completion of an additional Year of Service, subject to the following exception: If you had five or more Breaks in Service, your prior Years of Service will not be counted if you did not have a Vested Interest before incurring the five or more Breaks in Service and the number of your consecutive Breaks in Service equals or exceeds your aggregate number of Years of Service before incurring the five or more Breaks in Service.

HARDSHIP DISTRIBUTIONS

To the extent permitted by the Funding Vehicle, and the Policy adopted by the Employer, you can withdraw up to 100% of your Elective Deferrals and up to 100% of your Vested Matching Contribution Account and/or Non-Elective Contribution Account to pay for a financial hardship caused by (1) eligible medical expenses incurred by you or your family; (2) the purchase (excluding mortgage payments) of your principal residence; (3) tuition for the next 12 months of college for you or your family; (4) payments needed to prevent your eviction from, or foreclosure on the mortgage of, your principal residence; (5) funeral expenses for your deceased parent, spouse, children, or eligible dependents; or (6) eligible expenses for repair of damage to your principal residence. You cannot make any Elective Deferrals for 6 months after you receive a distribution.

IN-SERVICE DISTRIBUTIONS

To the extent permitted by the Funding Vehicle, even if you have not yet terminated employment, you can withdraw up to 100% of your Elective Deferrals from the Plan if you've reached age 59½. You can also withdraw up to 100% of your Matching Contribution Account and Non-Elective Contribution Account if have reached age 59½ and you have a 100% Vested percentage in your Account. In-service distributions can only be taken in a lump sum.

LOANS TO PARTICIPANTS

To the extent permitted by the Funding Vehicle, you are permitted to borrow from the Plan with the approval of the Administrator. All loans will be made in accordance with the Loan Policy established by the Administrator. If the Loan Policy is not attached to this summary, you can obtain a copy from the Administrator.

INVESTMENT OF ACCOUNTS

You are permitted to direct how your Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account and Rollover Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from any investment alternatives approved by us, including but not limited to savings and/or money market accounts, stocks, bonds, and mutual funds. You can switch between investment alternatives as often as is permitted under the investment alternatives you choose.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, we will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

Investment results will reflect any fees or other investment expenses for the alternative investments that you select. You may request more information on fees associated with an Account from the Plan Administrator. Fees and expenses can fall into three basic categories:

(a) **Investment fees** are generally assessed as a percentage of assets and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, "12b-1" fees, or management fees. You can obtain more information about investment fees from the documents (such as a prospectus) that describe the types of investments that are available to you under this Plan.

(b) **Plan administration fees** cover the day-to-day expenses for Plan record keeping, accounting and legal services, as well as other services that may be available such as daily valuation, telephone response systems, internet access, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these fees are either paid directly by us or are passed through to the participants in the Plan, in which case a record keeping fee will be deducted from your Account.

(c) **Transaction-based fees** are associated with optional services offered under the Plan and are charged directly to your Account if you take advantage of a particular plan feature that may be available (now or in the future), such as a Plan loan.

IF SPD 404c included

TAX WITHHOLDING ON DISTRIBUTIONS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Direct Rollovers Not Subject to Tax

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another eligible retirement account if the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70(. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about whether a particular distribution can be rolled over.

20% Withholding on Taxable Distributions

If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59(, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the

20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

CLAIMS PROCEDURE

General Claims Procedure

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim with the Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

Review of a Denied Claim

If your claim is denied, you can request a review as described below. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and the denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and the Administrator's denial of your claim, the Administrator/Committee will consider all information that you have provided, whether or not the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. But in certain cases, the Administrator/Committee may need additional time to review your claim, in which case the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, the time for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding and non-appealable.

Arbitration Procedure

If your claim is denied on review by the Administrator/Committee, you can request arbitration. A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

OTHER INFORMATION

Non-Alienation of Plan Benefits

Your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account except as collateral for a loan from the Plan. However, if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or children). The Plan has a procedure for processing domestic relations orders, which you can obtain free of charge from the Administrator.

Amendment or Termination of the Plan

Although we intend for the Plan to be permanent, we can still amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts (and all sub-accounts) as of the date of termination, and all Accounts (and sub-accounts) will be available for distribution at such time and in such manner as would have been permissible had the Plan not been terminated.

Accounts Are Not Insured

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the ERISA do not apply to plans established under Internal Revenue Section 403(b) of the Internal Revenue Code. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

Payment of Plan Expenses

The Plan routinely incurs expenses for services rendered by lawyers, actuaries, accountants, third party administrators, and other Plan advisors. Some of these expenses may be paid by us directly while others may be paid from Plan assets. The expenses that are paid from Plan assets will either be shared by all Participants or will be charged directly to the Account of the Participant on whose sole behalf the expense is incurred.

Expenses shared by all Participants will be paid either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays $1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, $50 would be deducted from your Account ($1,000 x 5%) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

Any expenses incurred on your behalf to perform the administrative functions listed below will be paid directly from your Account. The amount for some of these functions may be fixed from time to time while the amount for other functions may simply be a pass-through of the amount charged to the Plan at the time by any third parties (lawyers, actuaries, etc.) whose services are necessary for that function.

- ♦*Calculating a lump sum benefit*: Pass-through of any third-party charges
- ♦*Processing normal distribution forms*: Pass-through of any third-party charges
- ♦*Processing hardship distribution forms*: Pass-through of any third-party charges
- ♦*Processing in-service distribution forms*: Pass-through of any third-party charges
- ♦*Processing loan application forms*: Pass through of third-party charge
- ♦*Maintaining an existing loan*: Pass-through of any third-party charges annually
- ♦*Calculating a required minimum distribution*: Pass-through of any third-party charges
- ♦*Processing a domestic relations order*: Pass-through of any direct expenses incurred by the Plan
- ♦*Maintaining a terminated participant's account*: Pass-through of any third-party charges annually
- ♦*Establishing an IRA for a missing participant*: Pass-through of any third-party charges.
- ♦*Using the directed investment feature of the Plan*: Pass-through of any third-party charges annually

STATEMENT OF ERISA RIGHTS

Basic Rights

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to (1) examine, without charge, at the Plan Administrator(s office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions (2) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies; (3) 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; and (4) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (as defined elsewhere in this summary) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Duties of Plan Fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operating the Plan. The people who operate your Plan, who are 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 pension benefit or exercising your rights under ERISA.

Enforcement of Rights

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Administrator. If you have a claim for benefits that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may file suit in a state or Federal court. If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Contact Information

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

For even more information, you can also contact the U.S. Department of Labor at its internet website at http://www.dol.gov/ebsa/publications/wyskapr.html where you can review a publication called *"WHAT YOU SHOULD KNOW ...about your pension rights"*. If you would like a copy of that publication, you can call the Department of Labor toll free at (866) 444-3272.

ENROLLMENT FORM

Bosque School Defined Contribution Retirement Plan

Name ____

Address ____

City ____ **State** ____________ **Zip Code** __________________

Date of Birth _____ / ____ / _________ **Date of Hire** _____ / ___ / _______ **Social Security #** ______________________

☐ Election to Defer

I elect to reduce my pay by the percentage (or dollar amount) indicated below, and I hereby authorize the company to deduct that amount from my period and deposit it into the plan. ☐ This is a change my previous election.

☐ _________% of pay per payroll period **OR** ☐ $_________ per payroll period

- ♦ I understand that I can change my election as permitted periodically by the Administrator unless there is an unforeseen change in my financial circumstances, in which case the Plan Administrator may approve a decrease on other dates.
- ♦ I understand that I can suspend or cancel my election effective 30 days after I give written notice to the Administrator.
- ♦ I understand that if I do cancel or suspend my election, I will not be permitted to put a new deferral election into effect until such time as permitted by the Administrator.
- ♦ I understand that it may be necessary for the Plan to reduce the percentage or dollar amount I have indicated above if the reduction is necessary for the plan to comply with IRS rules, in which case I will be notified by the Plan Administrator.
- ♦ I understand that monies accumulated in the plan as a result of my deferral election will be available to me upon my death, disability, termination of employment, or attainment of normal retirement age, and that taxes will probably be due at the time of a distribution unless the money is rolled into an IRA or another eligible retirement plan.
- ♦ I understand that Monies may also be available in the event of a serious financial hardship and that an additional tax may apply to any such withdrawal unless it is for certain major expenses, as defined by the Internal Revenue Service.

Participant's Signature ___________________________________ **Date** _______________________________

Administrator's Signature _________________________________ **Date** _______________________________

☐ Election Not to Defer

I do not wish to contribute to the plan at this time. However, I understand (1) that I can elect to contribute to the plan in the future; and (2) that any such future election will not be permitted until such time as indicated by the Administrator.

Employee's Signature _____________________________________ **Date** _______________________________

BENEFICIARY DESIGNATION FORM

Bosque School Defined Contribution Retirement Plan

Name ____

Address ____

City ____ **State** ___________ **Zip Code** ________________

Date of Birth _____ / ____ / _________ **Date of Hire** _____ / ___ / _______ **Social Security #** ___________________

Section 1 - Designation of Beneficiary

Primary Beneficiary - I designate the following as my primary beneficiary or beneficiaries:

Name	Social Security #	Address	Relationship	% Share

Contingent Beneficiary - If a primary beneficiary predeceases me, I designate the following as the contingent beneficiary or beneficiaries:

Name	Social Security #	Address	Relationship	% Share

Trust Information: If a trust is named as a beneficiary (primary or contingent), complete the following information:

Names of trustees ____________________________________ Creation date of trust ____________________

Filing Status

☐ I am legally single *(Do not complete Section 2)*
☐ I am legally married and my spouse is the primary beneficiary of 100% of my account. *(Do not complete Section 2)*
☐ I am legally married and my spouse is <u>not</u> a primary beneficiary of 100% of my account. *(You must complete Section 2)*

Employee's Signature _________________________________ **Date** ___________________________

Section 2 - Spousal Consent

I am the spouse of the employee who completed and signed page 1 of this form, and I understand the spousal death benefit to which I am entitled under the plan. I realize that my spouse is waiving this spousal death benefit and I voluntarily consent to the waiver. I hereby consent to my spouse's designation of beneficiary and agree to release and discharge the Trustee, the Plan Administrator, and the Company from liability for acting pursuant to this irrevocable consent.

Signature of Spouse ____ **Date** __________________________________

Signature of Witness _______________________________________ **Date** __________________________________

Printed Name of Witness ____________________________________

☐ The Witness is a Plan Representative
☐ The Witness is a Notary Public *(complete the following)*

State of ____________________________________

County of __________________________________

On the _______ day of ____________________, 200_____, before me, the undersigned, a Notary Public in and for said State, personally appeared ____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

My commission expires _______________________________________