

## SUMMARY OF MATERIAL MODIFICATIONS UMATILLA-MORROW HEAD START, INC. 403(B) PLAN (“PLAN”)

Due to the recent amendment of the above-referenced Plan, changes have been made that could affect your rights under the Plan. This Summary of Material Modifications (SMM) describes the recent Plan amendment and how that amendment may affect you. This Summary of Material Modifications overrides any inconsistent information included in the Plan’s Summary Plan Description (SPD) or other Plan forms.

The modifications described in this Summary of Material Modifications are effective as of 1-1-2009. All other provisions are effective as described in the Summary Plan Description.

### Loan Provision

The Plan permits Participants to take a loan from the Plan. Thus, you may take a loan from your vested benefits under the Plan. The following procedures generally apply for purposes of administering Participant loans. The Plan Administrator may modify these procedures in a separate, written loan policy. For more information regarding the procedures for receiving a Participant loan, please contact the Plan Administrator.

- **Availability of Participant loans.** Participant loans are available to Participants and Beneficiaries who are parties in interest under the Plan. To receive a Participant loan, you must sign a promissory note and pledge your Account Balance as security for the loan. You will have to enter into a written loan agreement that specifies the amount and term of the loan, and the repayment schedule.
- **Loan limitations.** The total amount you may take as a loan from the Plan may not exceed one-half (½) of your vested Account Balance. In addition, the total amount you may have outstanding as a loan during any 12-month period may not exceed \$50,000. If you have any questions regarding the amount that is available as a Participant loan under the Plan, please contact the Plan Administrator.
- **Number of outstanding loans and minimum loan amounts.** The Plan may limit the minimum amount available for a loan and the number of loans you may take under the Plan. In determining the availability of a Plan loan, you may only have 2 loans outstanding at any time. There is no minimum amount that you must take out as a Participant loan. The Plan Administrator may refuse to make a loan if it is decided that you are not creditworthy to receive a Participant loan.
- **Reasonable rate of interest and periodic repayment requirement.** If you take a loan from the Plan, you will be charged a reasonable rate of interest. The Plan Administrator will disclose the applicable interest rate at the time you request the loan. The Plan Administrator will provide you with an amortization schedule providing for level periodic payments. The loan repayment period may not extend beyond five years (unless the loan is taken for the purchase of a primary residence). Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of your wages, the frequency with which you are paid, or other circumstances.
- **Adequate Security.** All Participant loans must be adequately secured. If you take a loan from the Plan, your vested Account Balance will be used as security for the loan. The Plan Administrator may require you to provide additional collateral if the Plan Administrator determines such additional collateral is required to protect the interests of Plan participants.
- **Loan repayment and default procedures.** You must continue to repay your loan throughout the loan period. If you fail to make a required loan payment by the end of the calendar quarter following the calendar quarter in which the loan payment is due, you will be taxed on the entire amount of the outstanding loan (plus accrued interest) through the date of the default. If you take a loan from the Plan, the loan will become due and payable in full upon your termination of employment. Upon your termination of employment, you may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following your termination of employment. If you do not repay the entire outstanding loan balance, your vested Account Balance will be reduced by the remaining outstanding balance of the loan. Alternatively, you may be able to rollover your loan to a qualified plan maintained by another employer (provided such employer will accept a rollover of your loan note).

### **ADDITIONAL INFORMATION**

If you have any questions about the modifications described in this Summary of Material Modifications or about the Plan in general, or if you would like a copy of the Summary Plan Description or other Plan documents, you may contact:

**Name:** Umatilla-Morrow Head Start, Inc.

**Address:**

110 NE 4<sup>th</sup> Street

Hermiston, OR 97838

**Telephone number:** (541) 564-6878