

403(b)
THRIFT PLAN

Summary Plan Description

For Employees of

IMAGINE!

Lafayette, Colorado

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INTRODUCTION


Imagine!, (hereafter "we", "us" and "our") is pleased to provide this 403(b) Thrift Plan to enable our employees (hereafter "you" and "your") to accumulate long term savings for your retirement while benefiting from favorable tax treatment.

This voluntary retirement savings program offers you the advantage of making contributions from your pre-tax salary. You defer payment of federal income taxes on amounts you contribute until they are withdrawn or paid as benefits. Moreover, any interest and investment earnings accumulate on a tax-deferred basis until withdrawn or paid as benefits. Your contributions are made each payroll period by salary reduction.

We will also make contributions on your behalf.

Under a contract with us, Mutual of America receives the plan contributions, maintains participants' individual accounts, offers the investment options and pays benefits to participants and their beneficiaries. Benefits are based on a stated contribution formula and are fully funded at all times. Therefore, the plan is classified as a defined contribution plan and is not covered for plan termination insurance provided by the Pension Benefit Guaranty Corporation.

Although we intend to continue the plan indefinitely, we reserve the right to amend, modify, discontinue or terminate the plan at such time as in our discretion may be deemed appropriate, without the consent of or prior notice to any employee, retiree or beneficiary, subject to the provisions of applicable laws. No amendment to the plan can retroactively reduce benefits, except as required or permitted by applicable law. If the plan is terminated, you will become 100% vested in the value of your account. (See section entitled, **Plan Amendments Or Termination**.)

 This booklet generally explains the major provisions of the plan. It also contains a general discussion of some federal tax law rules. It does not discuss state or local taxes. It is not intended as tax advice. This booklet is only a summary of the highlights of the plan. It is not the complete plan document. It does not in any way alter or modify any of the provisions of the plan document. If there are any inconsistencies between this booklet and the actual plan document, the actual plan document controls. Please retain this booklet for your reference.

This Summary Plan Description outlines the principal provisions of our plan as of January 1, 2009.

ELIGIBILITY

Salary Reduction Contributions

All employees are eligible to make salary reduction contributions, except non-resident aliens with no U.S. source income and employees who are eligible to make Salary Reduction Contributions to another plan of the Employer described in Sections 401(k), 403(b) or 457(b) of the Code.

Employer Matching Contributions

All employees are eligible to receive employer matching contributions, except those indicated below and non-resident aliens with no U.S. source income and employees who are eligible to receive Employer Matching Contributions in another plan of the Employer described in Sections 401(k), 403(b) or 457(b) of the Code.

Employees who are Substitute Employees and Family Recruited Providers are not eligible to receive employer matching contributions under this plan.

Employer Base Contributions

All employees are eligible to receive employer base contributions, except those indicated below and non-resident aliens with no U.S. source income and employees who are eligible to receive Employer Base Contributions in another plan of the Employer described in Sections 401(k), 403(b) or 457(b) of the Code.

Employees who are Substitute Employees and Family Recruited Providers are not eligible to receive employer base contributions under this plan.

MINIMUM AGE AND SERVICE REQUIREMENTS

Salary Reduction Contributions

There is no minimum age requirement to make salary reduction contributions to this plan.

There is no minimum service requirement to make salary reduction contributions to this plan.

Employer Matching Contributions

You must be at least 21 years of age to receive employer matching contributions under this plan.

You must complete at least one year of service to receive employer matching contributions under this plan.

Employer Base Contributions

You must be at least 21 years of age to receive employer base contributions under this plan.

You must complete at least one year of service to receive employer base contributions under this plan.

Participation In The Plan

You are included as a participant in the plan on the first day of the month coinciding with or immediately following your date of hire.

You will be credited with a year of service for eligibility at the end of your first twelve months of employment provided you complete at least 1,000 hours of service within that twelve-month period. If you complete fewer than 1,000 hours during your first twelve months with us, you will be credited with a year of service for eligibility at the end of the first twelve-month period, beginning on the anniversary date of your date of hire, in which you complete 1,000 hours of service.

If you have a break-in-service after becoming a participant in the plan and are later rehired, you will be eligible to resume participation in the plan on the first day of the month coinciding with or immediately following the date you are rehired:

- (a) if you were at least partially vested in your benefit before you terminated service, or
- (b) if, regardless of your vesting status when you terminated service, your break-in-service did not exceed five consecutive years.

In any other case, you will be eligible to resume participation in the plan only upon completion of the applicable service requirement.

A break-in-service means a twelve consecutive month period during which you do not complete more than 500 hours of service with us due to your termination, layoff, leave or similar reason.

HOW TO ENROLL

Every employee who satisfies the requirements in the **Eligibility** section of this booklet will have an opportunity to enroll in and contribute to the plan. To enroll in this plan, you should complete a "salary reduction agreement" and an "enrollment form".

The "salary reduction agreement" is an agreement between you (the employee) and us (the employer) that states the amount you will contribute to the plan each pay period. You may choose to contribute a percentage of your compensation from 1% to 100%, (in multiples of .001%). You may also elect to contribute nothing to the plan. If you elect to contribute, your election will take effect as soon as reasonably possible on the first day of a pay period beginning on or after the date you specify in the salary reduction agreement, the date we receive the salary reduction agreement, or date you first became a participant covered under the plan, whichever is the latest.

Your salary reduction contributions are made from your salary before federal income taxes are deducted. In other words, the amount of your compensation subject to current federal income taxation will be reduced by the amount you contribute. Generally, Social Security taxes and benefits are not affected by your contributions. See the section of this booklet entitled **Tax Treatment of Distributions And Eligible Rollovers** for more details.

Your salary reduction agreement may not be made retroactively, shall not be applied retroactively to compensation earned before the salary reduction agreement, must be irrevocable for contributions made during the time the agreement is in effect, and will remain in effect until either you modify or revoke the agreement, or you are no longer eligible to contribute to the plan.

If you ever want to change the amount you contribute, or suspend, discontinue, or resume contributions to the plan, you will have to complete a new salary reduction agreement. You may obtain a new salary reduction agreement from us.

All contributions to the plan are made through salary reductions withheld from your pay. You may not contribute to the plan by check or any other form of payment.

The "enrollment form" indicates how you want to invest your contributions to the plan. You have the opportunity to exercise control over the investments in your account by selecting one or more of the investment alternatives provided under the plan. Before you complete the enrollment form, you must first read Mutual of America Life Insurance Company's prospectus and the prospectuses of the management investment companies. That information is available from the Plan Administrator. A detailed description

of your options appears in that material. You may change your investment allocation in the future by completing a new form available from the Plan Administrator identified on the last page of this booklet. See the section of this booklet entitled **Your Investment Choices** for more details.

The enrollment form also permits you to choose the beneficiary who will be entitled to receive any death benefit payable under this plan. See the section of this booklet entitled **Death Benefits** for more details.

You will become entitled to receive employer contributions the first day of the month coinciding with or immediately following the date you meet all of the eligibility requirements.

When we notify Mutual of America of your enrollment, they will establish an individual account for you.

IF YOU DO NOT ENROLL

If you do not complete a salary reduction agreement advising us whether or not you want to contribute to the plan, we will not deduct any amount from your salary and no contribution to the plan will be made on your behalf.

HOW MUCH CAN YOU CONTRIBUTE

You can contribute any percentage of your salary provided that you do not contribute more than the maximum permitted by law.

The maximum contribution permitted by the Internal Revenue Code is \$16,500 in 2009, as may be adjusted for inflation in future years. Additionally, if you have attained age 50, you are eligible to make an additional catch-up contribution. This age-50 catch-up contribution cannot exceed \$5,500 in 2009, as may be adjusted for inflation in future years.

Special Catch-Up Contributions

If you are an employee of a hospital or a home health service agency, health or welfare service agency, church or educational organization, you may be eligible to make an additional contribution, called a special catch-up contribution. To be eligible for this special catch-up contribution, you must have completed at least 15 years of service with us.

If you are eligible to make a special catch-up contribution, Mutual of America will calculate the amount upon your request.

Rollover Contributions From Certain Retirement Plans

You may also make rollover contributions to this plan. A rollover contribution is a distribution that you are entitled to receive from another eligible retirement plan which you transfer into this plan. An eligible rollover distribution may be any of the following:

- (a) An eligible distribution from an arrangement described in Section 403(b) of the Code;
- (b) An eligible distribution from an individual retirement account or annuity described in Section 408(a) or (b) of the Code;
- (c) An eligible rollover distribution from a qualified plan described in Section 401(a) or 403(a) of the Code; or
- (d) A repayment of a qualified hurricane distribution in accordance with Section 1400Q(a) of the Code.

However, this plan will not accept any rollovers from a governmental 457(b) plan and cannot accept any rollovers of after-tax contributions.

You must notify the Plan Administrator in advance if you would like to make a rollover contribution. You must also notify the plan administrator of the plan from which you are receiving the distribution if you want to make a direct transfer to this plan.

Your rollover contribution(s) will be placed in your rollover contribution account(s). You will always be 100% vested in the amounts in your rollover contribution account(s) and these amounts may be withdrawn or distributed to you, in whole or in part, at anytime.

A rollover contribution may result in tax savings to you. You should consult your tax advisor before making such a contribution.

EMPLOYER CONTRIBUTIONS

Each plan year we will make an employer base contribution on your behalf equal to a percentage of your compensation for that plan year. This employer base contribution will be made whether or not you are making contributions and shall be equal to the percentage determined under the following table:

Years of Service	Percentage of Compensation
Less than 5	3%
5 but less than 10	6%
10 but less than 15	9%
15 but less than 20	12%
20 or more	16%

A year of service for purposes of calculating employer contributions is determined from your date of hire. You are credited with service for all months of employment up to your date of termination. If you work an hour in a month, you will be credited with a complete month of service. You will be credited for a year of service for each 12 months of completed service.

We will make a matching contribution on your behalf equal to the lesser of 100% of the salary reduction amount you are contributing during the plan year or 4% of your Compensation received during the plan year.

Age-50 catch-up contributions are eligible for a matching contribution.

For certain employees who are, according to Internal Revenue Service regulations, considered "highly compensated", an additional limit may apply to the matching contribution. This limit must be determined each year as a percentage of the amount we contribute as a matching contribution and generally cannot be determined until the end of the year. Employees affected by this limit will be notified at the appropriate time if the limit has been exceeded and, if so, that some amount (with earnings) must be paid to them. This payment, if required, is taxable.

Compensation Defined

For purposes of calculating employer contributions, compensation generally means, all your taxable earnings from us. It will also include contributions made by a salary reduction agreement with us to certain other retirement or benefit plans.

It excludes reimbursements, expense allowances, fringe and welfare benefits, moving expenses and certain deferred compensation.

Compensation in excess of \$245,000 per year in 2009, as may be adjusted for inflation in future years, is not counted for purposes of employer contributions. This federal tax law limit may be increased for future years according to the Internal Revenue Code.

LIMITATIONS ON CONTRIBUTIONS

Federal tax law limits the total of all contributions that may be made to a participant's account. Generally, the maximum annual contribution (including any forfeitures) to all plans that can be made on behalf of a participant is (1) \$49,000 in 2009, as may be adjusted for inflation in future years or (2) 100% of compensation, whichever is less. This amount may have to be reduced because of other contributions to, or benefits of, other retirement plans.

YOUR INDIVIDUAL ACCOUNT

All contributions to this plan will be credited to your individual account on or as soon as is reasonably practical after the date received in Mutual of America's home office in New York.

Mutual of America will send you quarterly statements showing the contributions, interest and investment gains or losses, charges, opening and closing account balances and any transactions you have made during the quarter.

YOUR INVESTMENT CHOICES

Detailed information about the interest and investment alternatives will be provided by the Plan Administrator or may be obtained directly from Mutual of America. This detailed information, which includes a prospectus or brochure, describes your alternatives, including details about charges and expenses.

You should read this material carefully before making your decisions. This information is not intended by the Plan Administrator or Mutual of America as investment advice. You should consult your own professional investment advisor for such advice.

When you enroll, you should specify the interest or investment alternatives to which your contributions are to be allocated. You can place your contributions in one or more of the interest and investment alternatives available under the group annuity contract issued by Mutual of America.

You can direct the allocation of future contributions or transfer money from one interest or investment alternative to another by completing a form provided for that purpose by the Plan Administrator or Mutual of America. You will also receive a Personal Identification Number (PIN) that you can use to change future allocations or make transfers by phone. Your PIN should be kept confidential.

You can use your PIN to transfer money from one interest or investment alternative to another or change the allocation of future contributions by calling Mutual of America's toll-free telephone number: 1-(800) 468-3785 or visiting their website at www.mutualofamerica.com at any time.

If you call between 9:00 am and 9:00 pm (Eastern Time) on a business day, you will be able to talk to a service representative. At other times, you will be asked to leave recorded instructions. Transactions requested before 4:00 pm (Eastern Time) on a business day will be processed as of that day and, in the case of a transfer, will be based on the unit value at the close of that day. Transactions requested at any other time will be processed as of the next business day.

If you choose not to use your PIN, a form is provided for you to notify Mutual of America in writing that you want to transfer money from one interest or investment alternative to another or change the allocation of future contributions.

You can allocate all contributions that we make on your behalf to any of the available alternatives. You have the right and the responsibility to make your own choices.

Because you have the right to decide how to invest your retirement plan funds, you are responsible for any losses that result from your decision.

Under the Employee Retirement Income Security Act of 1974 (ERISA), the people who operate a retirement plan (called "fiduciaries") are generally responsible for the investment of all plan funds and are usually liable for any losses that result from imprudent investment decisions. However, an exception to this rule (enacted as Section 404(c) of ERISA) provides that if a retirement plan permits a participant or beneficiary to direct the investment of his or her plan funds in accordance with certain Department of Labor regulations, the plan's fiduciaries will not be liable for any loss that directly results from the participant's or beneficiary's investment decisions. Our plan is designed to comply with these regulations, so the plan's fiduciaries are not responsible for your investment results.

Since you bear the risk of your investment decisions, you should carefully weigh the potential earnings and risk of the plan's Investment Options (including charges and expenses) before you decide how to invest your plan

funds. You may consider dividing your plan funds among several investment options to help avoid potential losses.

VESTING

Vesting means that you are entitled to the value of your individual account attributable to employer contributions, even if you terminate employment with us before retirement, provided you have satisfied the service requirement outlined below upon your termination of employment with us.

The value of your individual account attributable to your own contributions is always fully and immediately vested.

Vesting is determined by your years of service from your date of hire to your date of termination. You are credited with vesting service for all years and months of employment. If you work an hour of service in a month, you will be credited with a complete month of service.

The value of your individual account attributable to employer contributions is vested according to the following schedule:

Years of Service	Percentage
Less than 2	0
2	50
3 or more	100

Moreover, the account value of contributions is fully and automatically vested when you reach age 55 or if you are totally and permanently disabled or die. Disability must be proven by submitting a medical determination of disability from a licensed physician, or a final determination from the Social Security Administration of eligibility for Social Security Disability Insurance benefits.

If there is a break in your employment, vesting service will be credited as follows:

- (a) If you return to work within 12 months after the break began, your vesting service will include the time you were away from work.
- (b) If you return to work more than 12 months after the break began, your vesting service will not include the time you were away from work unless you were absent because of disability, layoff or leave, in which case your vesting service will include such a period of absence up to a maximum of 12 months.

In no case, however, will your vesting service include any period before your return to work unless you either return within 5 years or were vested when the break began.

FORFEITURES

Forfeitures are the non-vested amounts in the accounts of participants who terminate employment. Each year, if there are any forfeitures, they are used first to pay certain plan expenses.

Any amount of forfeitures remaining will be used to reduce our future contribution to the plan.

If you terminated employment with us and your entire account was forfeited because you were not vested at the time of your termination, your forfeited account will be restored upon your reemployment with us if your break-in-service did not exceed five years.

If you terminated employment with us and you received a distribution of your vested account, but had a portion of your account forfeited because it was not vested, we will restore this forfeited portion to your account, if you are reemployed by us before you incur a five year break-in-service and you repay to the plan the total amount of the distribution within five years of the date that you were reemployed.

LOANS

You may request a loan based on the vested value of your individual account. The following discussion describes in general terms the basic loan rules.

The Plan Administrator has the sole discretion to approve or deny all loan requests and may adopt reasonable administrative rules and prescribe forms.

In general, loans are subject to the following federal law and plan requirements:

- (a) The loan may not exceed the amount that may be borrowed from a qualified pension plan without being subject to income tax (currently, \$50,000 or, if less, 50% of the value of your vested account balance). This amount may be further limited by the provisions of the contract or if you have other loans under this plan or any other retirement plan we maintain. You cannot borrow less than \$1,000.
- (b) If you are married, your spouse must consent in writing to the loan. Your spouse's consent must be witnessed by a notary public or an

authorized representative of the Plan Administrator. Loan application and spouse's consent must be made on forms provided by the plan for that purpose within the 180-day period before the loan is made.

- (c) You must repay the loan in level periodic payments. The loan term may generally not be longer than five years. Loans made for the purchase of your primary residence may be for a longer term.
- (d) The outstanding loan balance will automatically become due and payable in full, upon your death, or if you begin to receive retirement benefits from the plan, or if the plan is terminated, or if you fail to make a scheduled repayment.
- (e) If you default on repayment of the loan, your individual account balance will be reduced when benefits become payable by the amount of the outstanding loan including interest. According to federal income tax rules, the amount of any outstanding loan balance is considered a taxable distribution upon default, and must be reported to you and the Internal Revenue Service.

Interest repayments on these loans generally are not deductible on your federal income tax return.

To inquire about loans, including details about the interest and repayment terms or to request an application, you may contact the Plan Administrator or call Mutual of America's toll-free telephone number: 1-(800) 468-3785.

WITHDRAWALS FROM YOUR ACCOUNT

Salary Reduction Contributions

Amounts in your salary reduction contribution account as of December 31, 1988, if any, may be withdrawn at anytime. In addition, if applicable, any amounts in your salary reduction contribution account as of December 31, 1988 attributable to any prior tax-deferred annuity plan may be withdrawn at anytime.

Federal tax law restricts withdrawals of salary reduction amounts made to your account after December 31, 1988. The law also restricts withdrawals of interest and investment earnings credited after that date on all salary reduction contributions. These amounts may not be withdrawn before you reach age 59½ unless the withdrawal is made on account of death or if you incur a disability that prevents you from working. Vested amounts can also be withdrawn after you have terminated employment with us or if the plan is terminated.

Employer Contributions

While you remain employed with us, you can withdraw vested amounts from your employer contribution account if you incur a disability that prevents you from working. Vested amounts can also be withdrawn after termination of employment with us or if the plan is terminated.

You must specify on all withdrawals the interest and investment alternatives from which the withdrawal is to be made. All requests must be made on forms provided for that purpose. (See section entitled, **Tax Treatment Of Distributions And Eligible Rollovers.**)

Hardship

In addition, federal law permits you to withdraw salary reduction contributions and vested employer contributions because of a financial hardship. However, interest and investment earnings credited after December 31, 1988, to your individual account attributable to salary reduction contributions cannot be withdrawn for financial hardship.

A hardship is generally defined as an immediate and heavy financial need by you, or in some cases by certain of your family members, dependents or beneficiaries, that cannot be met from other sources. Hardship situations are limited to purchase of (and certain repairs to) a primary residence, certain tuition expenses, certain funeral expenses, deductible unreimbursed medical expenses and the need to prevent eviction from, or the foreclosure of a mortgage on, your principal residence.

The hardship withdrawal cannot exceed the amount of the immediate need, including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

Before you can qualify for a hardship withdrawal, you will be required to make any available withdrawals and take any available loans from this and other retirement plans.

After taking a hardship withdrawal you will not be permitted to make contributions for a period of 6 months to this or any other retirement plan which we maintain, except for mandatory contributions to a defined benefit plan.

Methods Of Payment For Withdrawals

Any amounts withdrawn due to a hardship must be distributed in a single sum. Any other withdrawal may be paid in a single sum or in any other

method of payment permitted by the contract from which the withdrawal is made, such as the Specified Payment Option, as described below.

If you have met other requirements for withdrawals and you (a) are age 59½ or older, or (b) have terminated employment at age 55 or later, you can elect to receive regularly scheduled withdrawals from your account under the Specified Payments Option. Under this form of benefit, you can choose to receive regular monthly payments of \$100 or more. You can also specify in advance the number of payments you wish to receive. You can increase or decrease (not below \$100) the amount of income you receive and you can stop payments at any time subject to Minimum Distribution Requirements described below.

Your monthly payments of \$100 or more, as you elect, will be made from the amount maintained for you in the interest or investment alternatives you specify. Payments will continue up to the earliest of the following events: (a) the date you elect to have payments end, (b) the date you elect to purchase an annuity benefit, (c) your date of death and (d) the date your balance in any account from which you are receiving payments is insufficient to pay the specified amount.

Payments are subject to any restrictions that apply to withdrawals.

Spousal Consent

If you are married, federal law requires that your spouse consent in writing before a withdrawal is made. Your spouse's consent must be made on a form provided by the plan and must be witnessed by a notary public or an authorized representative of the Plan Administrator.

TAX TREATMENT OF DISTRIBUTIONS AND ELIGIBLE ROLLOVERS

Benefit payments and withdrawals from the plan are normally subject to income taxes. Generally, a federal tax penalty applies to withdrawals made before age 59½. Among the exceptions to the penalty tax are distributions or withdrawals made in the case of death, disability or termination at age 55 or older. The penalty tax equals 10% of the amount of the distribution that is includable in gross income.

Depending on the type and amount of a payment and the reason for which it is made, it may be possible to reduce the amount of taxes which might otherwise be due or to "roll over" (transfer) the payment to an Individual Retirement Annuity or Account (IRA) or certain other eligible retirement plans. For some payments, you may request the plan to make a rollover for you. When you are about to receive a payment, you will be given a notice

that explains these tax rules, including rules concerning required income tax withholding, or payments, in greater detail. However, neither that notice nor this booklet is an adequate substitute for specific tax advice from your own tax advisor.

IF YOU LEAVE OUR EMPLOY

If you terminate employment with us and your vested account balance is greater than \$1,000, you have the following choices:

- (a) You can withdraw all or part of your vested account in a single sum provided you have met the requirements for withdrawals. (See section entitled **Withdrawals From Your Account**.)
- (b) You can generally leave all or part of your vested account in the plan and defer receipt of your benefit. Your account will continue to accumulate interest or share in the investment experience of the funds in which your vested account is invested.

If your vested account balance is \$1,000 or less, you will receive a single-sum payment at termination of employment.

Once this cash payment is made, you will not be entitled to any further benefits under this plan. (See section entitled **Tax Treatment Of Distributions And Eligible Rollovers**.)

REHIRED VETERANS' RIGHTS

If you are absent from work due to "qualified U.S. military service", you will continue to earn retirement benefits during your absence if you return to work for us within the time required by law.

If you qualify, your period of military service will be treated as service with us for purposes of determining whether you are eligible to participate in the Plan and whether you are entitled to a vested benefit.

When you return to work, you may make any salary reduction contributions and receive any employer contributions (including any matching contribution provided you make the past salary reduction contribution) that you could have made if you had continued to work during your period of qualified military service.

Contact the Plan Administrator for more details if you will be absent from work due to military service.

DEATH BENEFITS

If you die before you begin to receive annuity payments, your beneficiary will be entitled to the total value of your account. If you are married, your spouse will automatically be your beneficiary unless he or she consents to your naming another beneficiary. Your spouse's consent must be given in writing on a form provided by the plan and must be witnessed by a notary public or an authorized representative of the Plan Administrator. A spousal waiver which is signed before the first day of the plan year that contains a participant's 35th birthday is valid only until the participant's 35th birthday. A new spousal waiver would have to be signed on or after the first day of the plan year in which the participant reaches age 35.

Your beneficiary can elect to receive the death benefit in a single sum or, provided your beneficiary is not an entity such as your estate or a trust, use the account to purchase a guaranteed lifetime annuity subject to the applicable tax laws, including regulations governing the time by which death benefits must be distributed.

If you die after annuity payments have begun, a death benefit, if any, will be paid in accordance with the form of annuity you chose at retirement.

Participants have the opportunity to designate a beneficiary by completing the appropriate enrollment form or Beneficiary Designation form. A beneficiary is a person entitled to receive all or part of the value of your account in the event of your death. If a beneficiary is not surviving when a payment is made to a beneficiary, the plan will make a single sum payment or the commuted value of any remaining periodic payment to the first surviving class of the following classes of successive preference beneficiaries:

- (a) your surviving spouse;
- (b) your surviving children in equal shares;
- (c) your surviving parents in equal shares;
- (d) your surviving brothers and sisters in equal shares; or
- (e) the executors or administrators of your estate.

RETIREMENT BENEFITS

You may elect to retire and receive your vested benefit any time on or after the date you terminate employment. (See section entitled, **Minimum Distribution Requirements After Age 70¹/₂**.)

A choice of benefit payment methods is available so that you can choose the one best suited to your needs. All forms of annuity available under the plan provide a monthly income for your lifetime. Some forms also provide an income to another person after your death. The amount of your monthly income will depend on the type and the extent of the payments, if any, that Mutual of America will make after your death. Before retirement, you or your spouse should request Mutual of America to provide an estimate of the income you would receive under the annuity forms before you decide which form of benefit to choose.

If you are married when you retire, you will automatically receive the 66²/₃% Joint and Survivor with 10 Years Certain and Continuous Annuity with your spouse as the joint annuitant unless your spouse has signed a spouse's waiver within the 180-day period before benefit payments are to begin consenting to the naming of another individual as your beneficiary or the election of another method of benefit payment. Your spouse's consent must be on a form provided by the plan and must be witnessed by a notary public or an authorized representative of the Plan Administrator.

If you are not married when you retire, your benefit will be paid as a Life Annuity unless you choose another form of benefit.

The available forms of annuity are:

- Non-Refund Life Annuity - You will receive monthly payments for life. All payments cease upon your death.
- Full Cash Refund Annuity - You will receive monthly payments for life. If your death occurs before your benefit payments equal the total value of your account when you began to receive annuity payments, your beneficiary will receive the balance of that value in a single sum.
- Period Certain and Continuous Annuity - You will receive monthly payments for life. You may choose a 36, 60, 100, 120 or 180 month guarantee. If your death occurs before you have received the entire 36, 60, 100, 120 or 180 monthly payments, as selected, the same monthly benefit will be continued to your beneficiary until a total of 36, 60, 100, 120 or 180 payments have been made.
- Joint and Survivor Life Annuity - You will receive monthly payments for life. You may choose a survivorship percentage of 50%, 66²/₃%, 75% or 100%. After your death, your joint annuitant will receive a lifetime monthly income equal to 50%, 66²/₃%, 75% or 100%, as selected, of your original monthly payment. Payments will end upon the death of the last survivor.

- Joint and Survivor with Period Certain and Continuous Annuity - You will receive monthly payments for life. You may choose a survivorship percentage of 50%, 66 $\frac{2}{3}$ %, 75% or 100%. After your death, if your joint annuitant is still alive, your joint annuitant will receive monthly payments for life equal to that elected percentage of your original monthly payment amount. If both you and your joint annuitant die before the period certain elected, your beneficiary will receive monthly payments (in the amount paid to the last surviving annuitant) until the period ends. You may choose a 36, 60, 120 or 180 month period certain.
- Lump Sum Payment - You will receive a single payment instead of a monthly annuity. This payment will be the single sum amount equal to the total value of your vested individual account. However, if any portion of your account is allocated to an investment account that restricts the distribution of such portion, the value of such portion shall be subtracted from 100% of the value of the account and any single sum cash payment made to you under this option shall not exceed the difference.

In lieu of an annuity, you will receive your benefit in a single sum payment if your vested account balance is \$1,000 or less. Once annuity payments begin, you cannot change your payment form or your joint annuitant. (See section entitled **Tax Treatment of Distributions And Eligible Rollovers.**)

MINIMUM DISTRIBUTION REQUIREMENTS AFTER AGE 70 $\frac{1}{2}$

The Internal Revenue Code generally requires that payments from this plan begin by April 1 of the calendar year following the year in which you reach age 70 $\frac{1}{2}$. However, there are several exceptions:

- If you reach age 70 $\frac{1}{2}$ and remain actively employed with us, you may postpone payments until April 1 of the calendar year following the year in which you terminate your employment.
- Contributions, interest and investment earnings credited to your account before January 1, 1987, must begin to be distributed no later than the end of the calendar year in which you attain age 75 or, if later, April 1 of the calendar year following the calendar year in which you terminate employment.
- Instead of receiving your required minimum distribution from this plan, you may withdraw it from any balance that you may have in any other 403(b) Thrift or Tax Deferred Annuity plan.

- Under a special provision of law, no participant will have to take a required distribution in calendar year 2009. Required minimum distributions are scheduled to resume in 2010.

HOW TO APPLY FOR BENEFITS

In order to receive benefits under the plan, your claim must be submitted in writing on a form provided for this purpose. Forms may be obtained from, and submitted to the Plan Administrator, or Mutual of America, the insurance company which assists the Plan Administrator and calculates and pays the benefits according to the terms of the plan. The Plan Administrator will generally either approve or deny the claim within 90 days. Under some circumstances, this date may be extended an additional 90 days. You will be notified in writing if there is to be any delay in making a decision on your claim. Misstatements of fact, such as age, will result in an adjustment in the amount of the payment.

CLAIMS REVIEW PROCEDURE

You will be furnished with a detailed written explanation of any denial of your claim. The explanation will include specific reference to the plan provision on which denial was based. You also will be advised of any information that may be needed for the resubmission and review of your claim. The explanation will include any interpretation made by the Plan Administrator, who has the right to interpret the plan provisions. If your claim is fully or partially denied, you or your representative have the right to appeal that decision and request a review by the Plan Administrator. You also have the right to see all pertinent documents, and to submit written comments. A decision generally will be made by the Plan Administrator no later than 60 days after your request for review is received. Under some circumstances this time may be extended for another 60 days, in which case you will be notified in writing of the reason for the delay. The final decision on your appeal will also be explained in writing with specific reasons.

BENEFITS NOT ASSIGNABLE

The benefits provided under this plan may generally not be assigned or attached. As an exception, the Plan Administrator may be required by law to honor a "Domestic Relations Order" issued by a court. A Domestic Relations Order is a court order which obligates a participant to pay child support or alimony or allocates part of his or her benefit to a current or former spouse. The court order must meet certain federal tax law rules to be a "qualified" order. All or a portion of a participant's account balance may be used to satisfy a "Qualified Domestic Relations Order." It is the responsibility

of the employee to provide the Plan Administrator with a copy of the Domestic Relations Order so that the Plan Administrator may determine if it qualifies as a "Qualified Domestic Relations Order." If it does qualify, the Plan Administrator must comply with the order. If it does not qualify, the order must be amended, or the Plan Administrator cannot implement it. Participants should consult their own legal counsel concerning preparation of such orders and their implications.

The plan procedures for review of Domestic Relations Orders to determine whether they are Qualified Domestic Relations Orders are available on request from the Plan Administrator identified on the last page of this booklet.

PLAN AMENDMENTS OR TERMINATION

It is our intention to provide a plan for our employees on a continuing basis. Nevertheless, we reserve the right in our discretion to amend, modify, suspend or terminate the plan permanently or temporarily, at such time as it seems appropriate, without the consent of or prior notice to any employee, retiree or beneficiary, subject to the provisions of applicable laws.

In the event that the plan is terminated, or employer contributions are permanently discontinued, the total value of your individual account will be fully vested.

Only the employer may amend the plan. The employer may amend the plan only by a written amendment which must be executed by an officer duly authorized to do so by the board of directors or authorized board committee of the employer. No amendment to the plan will result in a reduction of the vested value of your account.

Only the employer may decide to terminate the plan. The employer may terminate the plan according to the same procedure required for plan amendments. If the plan is fully or partially terminated, affected participants become fully vested. A plan is considered to be terminated only after all assets have been distributed to participants.

STATEMENT OF ERISA RIGHTS

As a participant in a 403(b) Thrift 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 shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents

governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge 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 receive a pension at normal retirement age 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 receive a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (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 employee benefit 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 pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension 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 \$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 which is denied or ignored, in whole or in part, you may file suit in the state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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.

ANY QUESTIONS

This booklet generally explains the major provisions of the plan. It also contains a general discussion of some federal tax law rules. It does not discuss state or local taxes. It is not intended as tax advice. This booklet is only a summary of the highlights of the plan. It is not the complete plan document. It does not in any way alter or modify any of the provisions of the plan document. If there are any inconsistencies between this booklet and the actual plan document, the actual plan document controls. Please retain this booklet for your reference.

If you have any questions about your plan, contact the **Plan Administrator** shown on the last page, who can give you additional details and has the authority to interpret the provisions of the plan and this booklet.

Plan Administrator:

Imagine!

1400 Dixon Street
Lafayette, CO 80026-2790

(303) 665-7789

The Plan Administrator is designated as the agent for service of legal process.

NOTES

Employer Identification Number: 84-0526620
Plan Number: 003
Plan Year: January 1-December 31
Effective Date: March 1, 1994
Issue Date: 06/2009