

#### **DESIGNATION OF BENEFICIARY**

For:

Group Supplemental Retirement Annuities
Supplemental Retirement Annuities
Group Retirement Annuities
Retirement Annuities
After-Tax Retirement Annuities
Savings & Investment Plan (for Survivors Only)

Rollover Individual Retirement Annuities Classic Individual Retirement Annuities Roth Individual Retirement Annuities Transfer Payout Annuities Keogh Contracts

Your beneficiary(ies) will receive the value of the accumulation under your annuity(ies) as a death benefit if you die before you begin to receive retirement income. A beneficiary can be an individual, an institution, a trustee, or your estate. You should always name a beneficiary. You can guard against complications and help ensure faster payment of benefits by keeping your designation as simple as possible.

The primary beneficiary (Class I) receives the benefits to be paid when you die. If no primary beneficiary (Class I) is living, the benefits go to the contingent beneficiary (Class II). If a class includes more than one person, the benefits are divided equally among the living beneficiaries of the class unless you specify otherwise. If none of the beneficiaries is living, the benefits go to your estate. This order of payment and division of benefits is provided for in the Additional Provisions section. Instructions for completing the *Designation of Beneficiary* are given in the margins.

If all or part of your accumulation for which this designation applies is attributable to contributions made under a retirement plan or tax-deferred annuity plan covered by the Employee Retirement Income Security Act (ERISA) of 1974, or your institution has adopted an equivalent special spousal policy, and if you are married at your death, then your designation of beneficiary may be subject to your spouse's rights to receive a preretirement survivor death benefit, as explained below. Although you may currently be exempt from ERISA requirements, please be aware that if you move to another institution through which premiums are remitted or you change your marital status, your future benefits may be subject to ERISA.

TIAA-CREF annuity benefits are considered annuity benefits under retirement or tax-deferred annuity plans covered by ERISA. Therefore, they may be subject to this rule.

# Your Spouse's Right to Annuity Death Benefits

Federal pension law (ERISA) provides that:

If you are married at the time of your death, your spouse is entitled to receive, as primary beneficiary, 50% of your qualified preretirement survivor annuity death benefits under a retirement or tax-deferred annuity plan covered by ERISA (or the required amount under your institution's spousal policy). If you name someone other than your spouse as primary beneficiary for more than 50% (or more than the required amount) of the benefits **and** he or she has not consented to this primary beneficiary designation by completing a Spousal Waiver, then 50% (or more if the required amount is more than 50%) of those qualified preretirement survivor annuity death benefits will be payable to your spouse **regardless of your beneficiary designation** in **effect at the time of your death.** The remainder will be payable to any other named beneficiaries.

Certain institutions, including some non-ERISA institutions, require that more than 50% of any qualified preretirement survivor annuity death benefit be paid to your spouse upon your death. If your designation does not satisfy your institution's policy, we will notify you when we confirm your designation change.

# **Exemptions From Spousal Rights to Survivor Benefits**

You are not subject to ERISA spousal benefits rules described above and may designate whomever you wish as beneficiary, if: you are not married (this exemption also applies to non-ERISA contracts); **or**,

you are covered by a retirement or tax-deferred annuity plan provided by a publicly supported institution (state colleges or universities are generally not included, though some state and other governmental plans have similar provisions) or certain churches; **or**,

your accumulations for which this designation applies are attributable to self-remitted, after-tax contributions, or to contributions made under a retirement plan or tax-deferred annuity plan prior to the August 23, 1984 effective date of the Retirement Equity Act, which amended ERISA to provide these spousal rights.

### How to Waive a Preretirement Survivor Death Benefit

If you are married and want more than 50% of your benefits (or the required amount, if greater) to go to someone other than your spouse, you must be able to claim an exemption as explained above or have your spouse authorize the designation by completing the Spousal Waiver form. This form must be signed by your spouse, and either notarized or verified by your plan representative. Under federal law, if you are under 35, you cannot complete a Spousal Waiver unless your plan provides otherwise. Even if your plan does allow you to complete a Spousal Waiver, you must complete *another* Spousal Waiver once you reach age 35. We will notify you at that time.

# **Online Beneficiary Changes**

Some beneficiary changes can be entered online. To view or change your beneficiary designation online, please visit our Web Center at **www.tiaa-cref.org** and log in to "Secure Access."



### **Additional Provisions**

Note: For institution-owned contracts and certificates, "You" and "Your" refer to the employee.

1. **EFFECTIVENESS.** This *Designation of Beneficiary* is effective for each annuity contract and certificate listed by number or by definition of all contracts as stated in the Annuity Numbers section. If the beneficiary designations are satisfactory by TIAA-CREF's standards and the designations are accepted by TIAA-CREF, the designations will be effective from the date the form was signed by the participant, but subject to any payment made or other action taken by TIAA-CREF before such acceptance.

#### 2. ORDER OF PAYMENT AND DIVISION OF BENEFITS:

- (a) Unless otherwise provided: Payment at your death is to be made to a beneficiary if he or she is then living and if there is no beneficiary in a prior class living. If a class of beneficiaries contains more than one person, the benefits due the beneficiaries in such class at your death are to be apportioned in equal proportions to the then-living beneficiaries in the class.
- (b) If otherwise provided: Payment at your death is to be made to a beneficiary if he or she is then living and if there is no beneficiary in a prior class living. If a class of beneficiaries contains more than one person, the benefits due the beneficiaries in such class at your death are to be apportioned in accordance with the proportions stated. If a beneficiary predeceases you, the proportion of the benefits that would have otherwise been apportioned to such deceased beneficiary shall instead be apportioned to the other beneficiaries who survive you. Unless otherwise provided, the portion of such deceased beneficiary's proportion of the benefits that shall be payable to each such surviving beneficiary shall be determined by dividing the deceased beneficiary's fraction of the total benefits by the sum of the fractions of the total benefits that all beneficiaries in the class who survive you are designated to receive.

### (c) Payment to children of a deceased child/Payment to children of a deceased beneficiary

By choosing one of these provisions, you may elect for TIAA-CREF to pay benefits to the children of a deceased child of yours (your grandchildren) or the children of any deceased beneficiary. You may add *one* of these provisions to your primary beneficiary designations, your contingent beneficiary designations, or both. If you do not select one of these provisions, the deceased beneficiary's benefits are reallocated among the surviving beneficiaries of a class, i.e., the surviving primary or contingent beneficiaries. The following examples illustrate how these provisions work.

# Provision: "Payment to the children of a deceased <u>child</u> of mine" provision applied to your contingent beneficiaries.

Example: You name your spouse as primary beneficiary, and name your son and daughter as equal contingent beneficiaries. Your son and daughter each have two children. Your spouse and son both predecease you. Since your primary beneficiary is not alive, the benefits would be payable to your contingent beneficiaries. Upon your death, your daughter would receive 50% of the benefits and the 50% that would have been paid to your son would instead be split equally between his two children.

# Provision: "Payment to the children of a deceased beneficiary" provision applied to your primary beneficiary.

Example: A friend, your sole primary beneficiary, predeceases you. He has three children. You name your brother and sister as contingent beneficiaries. Upon your death, the benefits that would have been paid to your friend would instead be split among his three children. Benefits pass to your brother and sister as contingent beneficiaries, only if your friend and all his children predecease you.

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# Provision: "Payment to the children of a deceased <u>child</u> of mine" provision applied to your primary beneficiaries.

Example: You name your son, daughter and wife as primary beneficiaries. Your wife has two children from a former marriage. Your wife predeceases you. Upon your death, your wife's 1/3 share would be split equally between the surviving beneficiaries — your two children. In addition, they each would be entitled to another 1/3 of the benefits. If either your son or daughter predeceases you, their children — your grandchildren — would be eligible for benefits. If you had selected the "Payment to the children of a deceased <u>beneficiary</u>" provision, then your wife's 1/3 share would have been split between **her** surviving children.

- (d) If all beneficiaries predecease you, all interest in the benefits will be payable to your estate, i.e., your duly appointed executor(s) or administrator(s).
- (e) Payment at your death will be subject to your spouse's rights, if any, to receive a preretirement survivor death benefit.
- 3. LUMP-SUM PAYMENT OF BENEFITS TIAA and CREF reserve the right to pay in a lump sum the benefits (a) if at the time of payment, a beneficiary is a corporation, association, partnership, executor, or administrator; (b) unless otherwise provided, if any periodic payment to be made to any beneficiary is less than the equivalent of \$25 per month, or \$10 per month if such amount is specified in the contract; or (c) if any beneficiary's share to be applied under a method of settlement is less than \$5,000, or \$1,000 if such amount is specified in the annuity contract.

### 4. IF A TESTAMENTARY OR AN INTER VIVOS TRUST IS DESIGNATED AS BENEFICIARY:

- (a) TIAA-CREF shall not be obliged to inquire into the terms of any will or of any trust affecting the annuity contract or its death benefits and shall not be charged with knowledge of terms thereof.
- (b) If benefits become payable to a testamentary trustee and (i) the will is not presented for probate within 90 days following the date of your death; or (ii) the will have been presented for probate within the aforesaid 90 days and no qualified trustee makes claim for the benefits within nine months after your death; or (iii) if evidence is furnished and is satisfactory to TIAA-CREF within such nine-month period that no trustee can qualify to receive the benefits, payment shall be made to the successor beneficiary(ies) if any such beneficiary(ies) is (are) designated and survive(s) you; otherwise to your estate.
- (c) If benefits become payable to an inter vivos trustee and (i) the trust agreement is not in effect; or (ii) no trustee can qualify to receive the benefits; or (iii) the qualified trustee is not willing to accept the benefits, payments shall be made to the successor beneficiary(ies), if any such beneficiary(ies) is (are) designated and survive(s) you; otherwise to your estate.
- (d) Payment to, and receipt by, said trustee, said successor beneficiary(ies) or said estate, as provided for in (b) or (c) above, shall fully discharge TIAA-CREF for all liability to the extent of such payment. TIAA-CREF shall have no obligations as to the application of funds so paid and shall, in all dealings with said trustee or with said executors or administrators, including but not limited to any consent, release or waiver of interest, be fully protected against the claims or demands of any other person(s).

# Sample Illustration of Beneficiary Designations

- PLEASE PRINT OR TYPE using blue or black ink.
- Instructions in the left margin will help you complete this form.
- Please use the following examples as a reference when completing the beneficiary section.
- Do not name the same person as primary and contingent beneficiary.
- You can name your children individually or use the designation "my children." We recommend that you use the "my children" designation only when you plan to have more children.
- Enter the name, date of birth, relationship to you, Social Security or Taxpayer Identification Number and allocation of each primary and contingent beneficiary named. Use the given name of each beneficiary designated (e.g., "Martha B. Doe" not "Mrs. John Doe").

Usual family situation - spouse as primary beneficiary; children as equal contingent beneficiaries (names of guardians

3.	YOUR PRIMARY	Martha B. Doe	01-01-1934							
	BENEFICIARIES	Name		Date of Birth (mm-dd-yyyy)						
	(CLASS I)	Wife	999-99-9999		100%					
		Relationship	Social Security or Taxpayer ID Number		Allocation	1				
4.	YOUR	Avery Doe		02-14-196	5					
	CONTINGENT	Name		Date of Birt	h (mm-dd	-уууу)				
	PRIMARY	Son	000-00-0000		50%					
	BENEFICIARIES	Relationship	nship Social Security or Taxpa, Library							
	(CLASS II)	Doreen Doe	een Doe							
		Name		Date of Birth (mm-dd-yyyy)						
		Daughter	<b>A11-1111</b>		50%					
		Relationship	So Security or Taxpayer ID Number		Allocation	n				
•	More than one beneficiar	ry in a classifier sk	ęd u gu :							
3.	YOUR PRIMARY	Jane Smith-Bro		05-10-194	5					
	BENEFICIARIES	Name		Date of Birth (mm-dd-yyyy)						
	(CLASS I)	Sister	999-99-9999	80%						
		Relationship	Social Security or Taxpayer ID Number	Allocation						
		John P. Smith		03-03-195	0					
		Name		Date of Birt	h (mm-dd	-уууу)				
		Brother	999-99-9999							
		Relationship	Social Security or Taxpayer ID Number		Allocation	n				
•	Estate as beneficiary:									
3.	YOUR PRIMARY	My Estate								
	BENEFICIARIES	Name		Date of Birt	h					
	(CLASS I)					%				
		Relationship	Social Security or Taxpayer ID Number		Allocation	1				
•	Trustee named in inter v trust agreement	vivos (living)	First BankTrust Columbus, Ohio, or its							
	trast agreement		Successors as Trustee(s) under trust agreement dat April 1, 1998.	rea						
•	Trustee named in your will (testamentary trust)  The trustee(s) qualified under my Last Will and Testament and/or any Codicil thereto.									
•		y (state the full legal nam nstitution, must have a T	ne and address, and whether it is a corporation). The	he instituti	on, or					
	•			Taxpayer II	): 99-00	00000				
			1234 Main Street							
			Silver Springs, NY 10018							

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# **DESIGNATION OF BENEFICIARY**

1.	PERSONAL INFO	RMA	OIT	N	$T^{p}$	nis sec	ction	onl	у арр	olies	s to y	ou, i	not y	our l	bene	ficiar	y.								
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	First Name					<u> </u>			L MI	╛	La	st Na	me (	one c	harac	eter p	er bo	x)							
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		E	xtensi	on L																					
2.	NUMBERS Check only one box. Check the first box if you want the same beneficiary designa- tion(s) for all your applicable TIAA-CREF	. 🗆	This indica	on th	ne cov gnatic belov	on apported particular	ge o lies lease	of thi	s for LY to	m. o m spac	( <b>If y</b> y TI ce av	ou so O AA-0 vaila	e <b>lect</b> R CRE ble t	this Fani o list	box, nuity the	do no contrappli	ot li tract icabl	and	ny n /or c	eum.	<i>bers</i> ficat	<i>belo</i> e nu	w.) mbe	rs	ıat
	contracts. Check the second box if you	TIA	A Co	ontra	ct Nı	umbe	rs							CR	EF	Cert	ifica	ite l	Num	ber	'S				
	want the beneficiary designation applied																								
	to specific contracts.		Щ				_		<u> </u>					Ļ	<u> </u>	<u> </u>	<u> </u>	4				<u> </u>	╛		
	This section and form exclude payout annu-																								
	ities (except Transfer Payout Annuities) and		Н				_		_	] 1				늗	+	+	<u> </u>	井	<u> </u>		+	+	╣		
	life insurance products,																								
	e.g., the Teachers Personal Annuity.	$\vdash$	屵				_		$\vdash$	] ]				늗	<del>_</del>	+	+	_		_		+	_		
	Please call us for these forms.																								
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3.	YOUR PRIMARY BENEFICIARIES	Name	<u> </u>													_			D	ate o	f Birth	(mm-	dd-yy	уу)	—
	(CLASS I)																				%				
	Tell us who should receive any payments	Relationship						Social Security or Taxpayer ID Number Allocation %																	
	due after you die. Unless you specify oth-																								
	erwise, equal percent- ages will be allocated to your beneficiaries.	Name					Date of Birth (n							(mm-	mm-dd-yyyy) %										
	Total allocations to the beneficiaries of this class must equal 100%.	Relationship						S	Social Security or Taxpayer ID Number Allocation %																
	Attach a signed and dated page to list additional beneficiaries.									Date of Birth (mm-dd-yyyy)									%						
	Specify if the beneficiaries are primary or contingent and provide their	Relationship Social Security or Taxpayer ID Number Allocation %								ó															
	relationship to you, their Taxpayer ID or Social Security Number, and	Name	Name													Date of Birth (mm-dd-yyyy)									
	Date of Birth.	Relat	ionship							_	S	ocial S	ecurit	y or Ta	kpayer	ID Nu	mber	_				Alloca	tion .	%	%
	Use these lines to provide trust information or																								$\neg$
	lengthy organization names. Include the																								-
	Taxpayer ID Number and, if applicable, the trust date.																								

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4. CONTINGENT				
BENEFICIARIES (CLASS II) Tell us who should	Name			Date of Birth (mm-dd-yyyy) %
receive any payments due if your primary beneficiary(ies)	Relationship	Social Security or	Taxpayer ID Number	Allocation %
predecease(s) you.  Unless you specify otherwise, equal	Name			Date of Birth (mm-dd-yyyy) %
percentages will be allocated to your beneficiaries. Total allocations to the	Relationship	Social Security or	Taxpayer ID Number	Allocation %
beneficiaries of this class must equal 100%.	Name			Date of Birth (mm-dd-yyyy) %
Attach a signed and dated page to list additional beneficiaries.	Relationship	Social Security or	Taxpayer ID Number	Allocation %
Specify if the beneficiar- ies are <b>primary or con-</b> <b>tingent</b> and provide	Name			Date of Birth (mm-dd-yyyy)  %
their relationship to you, their Taxpayer ID Number or Social Security Number, and Date of Birth.	Relationship	Social Security or 7	Taxpayer ID Number	Allocation %
Use these lines to provide trust information or lengthy organization names. Include				
the Taxpayer ID Number and, if appli- cable, the trust date.				
5. PAYMENT TO CHILDREN OF A DECEASED CHILD/ BENEFI- CIARY	beneficiary's share of the applies to <b>anyone</b> you na only to your <b>children</b> by	dren of a deceased beneficial benefits to be paid to that I me as a beneficiary.) Or, yo choosing the "Payment to the ions section for more information."	beneficiary's child ou can limit the pr the children of a d	dren. (This provision rovision so that it applies
If you want either of these to apply, PLEASE COM-	•	o children of a deceased <b>ch</b> i s <b>designation to my (you n</b>		hoth hoves
PLETE EITHER SECTION A OR B. However, do not complete section A	☐ Prima		Contingent benef (Class II)	ficiary(ies)
unless you have named a child as a beneficiary. If you don't select a class of	•	o children of a deceased be	•	
beneficiaries, we will apply this provision to your primary beneficiary(ies).	☐ Prima		Contingent benef (Class II)	ficiary(ies)
See the "Order of Payments" section on page 2 for more information.				

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6.	YOUR AGREE-
	MENT

I, the undersigned, agree that:

- All prior beneficiary designations and methods of payment requested for the annuity contract(s)/certificate(s) indicated on this *Designation of Beneficiary* will be revoked, and any benefits due by reason of my death will be payable to the beneficiary(ies) named on this form.
- I understand that this *Designation of Beneficiary* is subject to all of the terms and conditions of the contract(s)/certificate(s) and the *Additional Provisions* section.
- I request that any contract provision that requires the contract(s)/certificate(s) to be submitted for endorsement of this change be waived.
- I reserve the right to make further changes to my beneficiary designations. However, if I previously named an irrevocable beneficiary for any benefits, I will need to obtain a consent or release from the beneficiary before a change can be made.
- I understand that if I elect to have this designation apply to all my referenced contract types, it will apply to those issued as of the date this form is accepted by TIAA-CREF.
- I understand that if any or all of my accumulation for which this designation applies is attributable to contributions under a retirement or tax-deferred annuity plan subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and I have been credited with an hour of service or paid leave under the plan after August 22, 1984, or as provided for by the terms of my non-ERISA-governed retirement plan, then my right to exclude naming my spouse as a primary beneficiary for at least 50% of these death benefits (or the required amount, if greater) is subject to my spouse's consent.

Please sign and date.

our Signature	Today's Date (mm-dd-yyy	v)

### COMPLETE SECTION 7A, 7B OR 7C - ONLY ONE IS APPLICABLE

# 7A. EXEMPTION FROM SPOUSAL RIGHTS TO SUR-VIVOR BENEFITS

Check the box and skip the Spouse's Waiver section if you are exempt as described on the cover page.

I am exempt from federal spousal rights to survivor benefits requirements.

# 7B. UNMARRIED DETERMINATION

Check the box if you are not married.

I am not married.

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### 7C. SPOUSE'S WAIVER

If you named your spouse as a primary beneficiary for at least 50% (or the required amount, if greater) of the survivor benefits for the contract(s) indicated on this form, or you completed Section 7A or 7B, skip this section. Otherwise, your spouse must read and sign this section. Your spouse's signature must be witnessed by either your employer's plan representative **OR** a notary public, and the date of your spouse's signature on this waiver must be the same as, or later than, the date of your signature in the "Your Agreement" section.

Under federal law, or the terms of your spouse's non-ERISA-governed retirement plan, if your spouse (the annuity owner) dies before you, you may have the right to receive a qualified preretirement survivor death benefit of at least 50% (or the required amount, if greater) of the amount in the contract(s) indicated on this form that is (are) subject to the Employee Retirement Income Security Act of 1974 (ERISA), or the terms of your spouse's non-ERISA-governed retirement plan. In order for your spouse to name someone other than you as primary beneficiary for more than 50% (or the required amount, if greater) of the amount in the contract(s) covered by ERISA, or under the terms of your spouse's non-ERISA-governed retirement plan, you must provide your written consent to your spouse's "waiver" of your right to this qualified preretirement survivor death benefit.

If you consent to the waiver of your rights and your spouse (the annuity owner) should predecease you, you will **not** be entitled to a qualified preretirement survivor death benefit (prior to the time annuity income payments begin). Instead, benefits will be paid to the designated beneficiary(ies) listed on this form in accordance with the provisions of the annuity contract(s)/certificate(s) indicated on the Designation of Beneficiary.

I understand and agree that I am giving up my right to receive qualified preretirement survivor death benefits from the TIAA-CREF contract(s) indicated on this *Designation of Beneficiary*, which are covered under ERISA, or the terms of my spouse's non-ERISA-governed retirement plan. I release TIAA and CREF from all liability for making payment based on this authorization.

Your spouse signs here	Spouse's Signature		Today's Date (mm-dd-yyyy)						
_									
AND	Name of Institution								
your Employer's Plan Representative signs here	Signature of Employer's Plan Representative	Title	Today's Date (mm-dd-yyyy)						
	OR								
OR	Spouse's Signature Witnessed by Notary Public								
	State of	)							
		:ss							
	County of	)							
After your spouse has	On (date)								
signed, the notary public									
completes this section to	appeared —		,						
notarize your spouse's signature.	to me known and known to me to be the individual who signed the above spousal consent and								
signature.	acknowledged to me that he/she signed the consent.								
	$\frac{1}{1}$	Notary Public*							
	*Notary public must include notarial number and the date appointment expires with signature (include notarial seal if outside New York State).								

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