TIAA CREF

Teachers Insurance and Annuity Association
College Retirement Equities Fund
730 Third Avenue, New York, NY 10017-3206
212 490-9000 1 800 842-2776

DESIGNATION OF BENEFICIARY
For:

Group Supplemental Retirement Annuities
Supplemental Retirement Annuities
Group Retirement Annuities
Retirement Annuities
Savings & Investment Plan ***(for Survivors Only)***

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

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 may be an individual, an institution, a trustee, or your estate; but a beneficiary should always be designated.

You can guard against complications and 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 are living, the benefits go to your estate.

If all or part of your accumulation 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, 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, please be aware that if you move to another institution through which premiums are remitted, future benefits could be affected.

Notice of Spouse's Right to Annuity Death Benefits

Federal pension law (ERISA) provides that at least 50% of annuity death benefits covered by the law must be paid to the surviving spouse of a deceased retirement or tax-deferred annuity plan participant regardless of the designation of beneficiary in effect at the time of death, unless the surviving spouse has consented to the designation of beneficiary. TIAA-CREF annuity benefits covered by the law are annuity benefits under a retirement or tax-deferred annuity plan subject to ERISA, which covers private retirement plans. Retirement or tax-deferred annuity plans at publicly supported institutions (state colleges or universities) or certain churches, are generally not covered. However, some state plans and other government plans have similar provisions.

If you name a person other than your spouse as primary beneficiary for more than 50% of your benefits, and your spouse's right to receive a preretirement annuity death benefit has not been waived, here is how the law may affect your annuity death benefits that are payable before retirement income begins.

> If you are married at your death, then 50% of your covered annuity death benefits will be payable to the person to whom you are married at the time of your death and the remainder will be payable to the person(s) you have named in your beneficiary designation.
>
> If you are not married at your death, then the law does not affect your annuity benefits. Your annuity benefits will be payable to the person(s) you have named in your beneficiary designation.

Waiver of Spouse's Preretirement Survivor Death Benefit

If you are married and you want more than 50% of your benefits to go to someone besides your spouse, your spouse's rights can be waived by completing the *Spouse's Waiver* section on this form. To waive spousal rights, you must be at least 35 years old, or you must have terminated from the employer funding the retirement or tax-deferred annuity plan. A waiver isn't official until your spouse's signature has been acknowledged by a notary public or verified by your plan representative.

Sample Illustration of Beneficiary Designations

- **PLEASE PRINT OR TYPE using blue or black ink.**
- Instructions in the left margin will help you in completing this form.
- Please use the following examples as a reference when completing the beneficiary section.
- 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 Primary Beneficiary and children Contingent Beneficiaries (names of guardians should not be stated):

3. YOUR PRIMARY BENEFICIARIES (CLASS I)

Martha B. Doe		*01-01-1934*
Name		Date of Birth (mm-dd-yyyy)
Wife	*999-99-9999*	*100* %
Relationship	Social Security Number or Taxpayer ID	Allocation

4. YOUR CONTINGENT BENEFICIARIES (CLASS II)

Avery Doe		*02-14-1965*
Name		Date of Birth (mm-dd-yyyy)
Son	*000-00-0000*	*100* %
Relationship	Social Security Number or Taxpayer ID	Allocation

SAMPLE

- More than one beneficiary in a Class; each to share equally in benefits:

3. YOUR PRIMARY BENEFICIARIES (CLASS I)

Jane B. Smith-Brown		*05-10-1945*
Name		Date of Birth (mm-dd-yyyy)
Sister	*999-99-9999*	*50* %
Relationship	Social Security Number or Taxpayer ID	Allocation

John P. Smith		*03-03-1980*
Name		Date of Birth (mm-dd-yyyy)
Brother	*999-99-9999*	*50* %
Relationship	Social Security Number or Taxpayer ID	Allocation

- Estate as Beneficiary:

My Estate		
Name		Date of Birth (mm-dd-yyyy)
Relationship	Social Security Number or Taxpayer ID	Allocation %

- Trustee named in Inter Vivos (living) Trust agreement:

First Bank and Trust Columbus, Ohio, or its
Successors as Trustee(s) under trust agreement dated
April 1, 1998

- Trustee named in your Will (testamentary trustee):

The trustee(s) qualified under my Last Will and
Testament and/or any Codicil thereto

- Institution as beneficiary (state the full legal name and address; also state whether it is a corporation):

The ABC Company (a New York Corporation) *Taxpayer ID: 99-0000000*
1234 Main Street
Silver Springs, New York 10018

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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 Designation is satisfactory by TIAA-CREF's standards and the contract(s)/certificate(s) is/are recorded by TIAA-CREF. When recorded, it will be effective from the date it was signed by the Participant, but subject to any payment made or other action taken by TIAA-CREF before such recording.

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

(a) Unless otherwise provided: (i) 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; and (ii) 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: (i) 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; and (ii) 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 that survive you. 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 fraction of the total benefits by the sum of the fractions of the total benefits all beneficiaries in the class who survive you are designated to receive;

(c) If all Beneficiaries predecease you, all interest in the benefits will vest in you or your Estate;

(d) Payment at your death will be subject to your spouse's rights, if any, to receive a preretirement survivor death benefit.

3. **DEFINITION OF TERMS.** Unless otherwise provided, these terms mean the following:

(a) **Estate** - your duly appointed Executor(s) or Administrator(s).

(b) **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 TRUSTEE 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 has 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) as designated on the reverse side, if any such beneficiary(ies) are designated and survive 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) as designated on page 3, if any such beneficiary(ies) are designated and survive you, otherwise to your estate.

DESIGNATION OF BENEFICIARY

1. PERSONAL INFORMATION

*This section only applies to you, **not** your beneficiary.*

First Name | M.I. | Last Name

Social Security Number | Date of Birth (mm-dd-yyyy)

Daytime Telephone Number (Area Code First) ext. | Evening Telephone Number (Area Code First)

2. ANNUITY NUMBERS

Check the applicable box.

*Check the first box only if you want the **same beneficiary designation** for all of your applicable TIAA-CREF annuities. This does not include Payout Annuities (except for Transfer Payout Annuities) and Life Insurance Products, i.e. the Teachers Personal Annuity. Please call us for these forms.*

☐ This designation applies to **all** the TIAA-CREF annuities I have which are referenced by contract type, on the cover page of this form. *(If you select this box, you do not need to list the numbers below.)*

OR

☐ This designation applies **only** to my TIAA-CREF annuity contract and/or certificate numbers indicated below. *(Please use the space available to list the applicable TIAA and CREF numbers that correspond with the annuities listed on the cover page of this form.)*

TIAA Contract Numbers	CREF Certificate Numbers

3. YOUR PRIMARY BENEFICIARIES (CLASS I)

Tell us who should receive any payments due after you die.

Unless you specify otherwise, equal percentages will be allocated to your beneficiaries. Total allocations to the beneficiaries of this class must equal 100%.

*If necessary, please use an attached sheet of paper, signed and dated, to list additional beneficiaries and specify if they are **primary or contingent.***

Use these lines to provide Trust Information or lengthy organization names. Remember to include the Taxpayer ID number.

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | % Allocation

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | % Allocation

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | % Allocation

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | % Allocation

If you have questions, call us at **1 800 842-2776**, Monday through Friday from 8:00 a.m. to 11:00 p.m. ET, and Saturday and Sunday from 9:00 a.m. to 6:00 p.m. ET.

4. CONTINGENT BENEFICIARIES (CLASS II)

Tell us who should receive any payments due if your primary beneficiary(ies) predecease you.

Unless you specify otherwise, equal percentages will be allocated to your beneficiaries. Total allocations to the beneficiaries of this class must equal 100%.

If necessary, please use an attached sheet of paper, signed and dated, to list additional beneficiaries and specify if they are primary or contingent.

Use these lines to provide Trust Information or lengthy organization names.

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | Allocation %

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | Allocation %

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | Allocation %

Name | Date of Birth (mm-dd-yyyy)

Relationship | Social Security Number or Taxpayer ID | Allocation %

5. PAYMENT TO CHILDREN OF A DECEASED BENEFICIARY

Please check all applicable boxes.

If any deceased **child** of yours would have been entitled to receive a share of the benefits if he or she were living, you can elect to have the children of that deceased child, "your grandchildren," receive the designated benefits by marking the box below.

☐ Payment to children of a deceased **child** of mine

If any of your **named beneficiaries** would have been entitled to receive a share of the benefits if he or she were living, you can elect to have the children of that deceased beneficiary receive the designated benefits by marking the box below.

☐ Payment to children of a deceased **beneficiary**

6. YOUR AGREEMENT

I, the undersigned, agree that:

- All prior designations of beneficiary and methods of payment requested for the annuity contract(s) indicated on this form 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 if any or all of my accumulation 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, then my right to exclude naming my spouse as a primary beneficiary for at least 50% of these death benefits is subject to my spouse's consent.
- I understand that this *Designation of Beneficiary* is subject to all of the terms and conditions of the contract and the *Additional Provisions* page.
- I request that any contract provision which requires the contract(s) to be submitted for endorsement of this change be waived.
- I reserve the right to make further changes to my beneficiary designations.
- 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.

Your signature

Signature _____ Date (mm-dd-yyyy) _____

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

7A. EXEMPTION FROM SPOUSAL RIGHTS TO SURVIVOR 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 benefit requirements.

7B. UNMARRIED DETERMINATION

Check the box if you are not married.

☐ I am not married.

7C. SPOUSE'S WAIVER

If you named your spouse as a primary beneficiary for at least 50% of the survivor benefits for the contract(s) listed on this form, or you completed Section 7A or 7B skip this section. Otherwise, your spouse must read and sign this section. The spouse's signature must be witnessed by either your employer's Plan Representative or a Notary Public and the date of the signature must be the same as or later than the date of your signature.

Under federal law, you may have the right to receive a survivor benefit of at least 50% of the amount(s) in the contract(s) listed on this application that is(are) subject to the Employee Retirement Income Security Act of 1974 (ERISA), if your spouse dies before you. As a result, you must provide your written consent in order for your spouse to name someone other than you - for more than 50% of the amount in the contract(s) - as a primary beneficiary. If you consent to the waiver and your spouse should predecease you, you **will not** be entitled to the qualified preretirement survivor death benefit under the ERISA. This waiver authorizes any benefits payable by reason of death of your spouse prior to the time annuity income payments begin, to be paid to the beneficiary(ies) listed on this form in accordance with the provisions of the annuity contract(s) and/or certificate(s) indicated on this Beneficiary Designation form.

I understand and agree that I am giving up my right to receive preretirement survivor death benefits covered under ERISA from the TIAA-CREF contract(s) listed on this form. I release TIAA and CREF from all liability for making payment based on this authorization.

The spouse signs here.

Spouse's Signature _____ Date _____

The Employer's Plan Representative signs here.

Name of Institution _____

Signature of Employer's Plan Representative _____ Title _____ Date _____

OR

OR

Spouse's Signature Witnessed by Notary Public

State of)

:ss

The Notary Public completes this section to notarize the spouse's signature.

County of)

On (date) _____, before me personally

appeared _____

to me known and known to me to be the individual who signed the above spousal consent and acknowledged to me that he/she signed the consent.

_____

Notary Public*

* Notary Public must include notorial number and the date appointment expires with signature (include notorial seal if outside New York State)