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TIAA-CREF GROUP ANNUITY SPOUSE'S WAIVER OF QUALIFIED JOINT AND SURVIVOR ANNUITY

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If you are single, please use this form to certify that you are not married. If you are married, please use this form to provide your spouse's consent to a waiver of Qualified Joint and Survivor Annuity benefits. Your spouse should read the "Explanation of Spouse's Waiver of Qualified Joint and Survivor Annuity" which accompanies this form.

First and Middle Name or Initial

Last Name

Name of Institution

If you are married and do not receive your retirement benefits in the Qualified Joint and Survivor Annuity payment form, with your spouse as your annuity partner, Part A must be completed by your spouse.

If you are not married, you must complete Part B on the reverse side.

PART A: SPOUSE'S CONSENT TO A WAIVER OF QUALIFIED JOINT AND SURVIVOR ANNUITY BENEFITS

To be completed by the participant's spouse and verified by a notary public or plan representative.

As the spouse of the participant named above, I understand that I have the right to have my spouse's retirement benefits paid in the special Qualified Joint and Survivor Annuity (QJSA) payment form, and I agree to give up that right. I understand that by signing this agreement, I may receive less money than I would have received under the special QJSA payment form, and I may receive nothing after my spouse dies, depending on the payment form or annuity partner that my spouse chooses.

I understand that by signing this agreement, my spouse can choose any retirement benefit form and any annuity partner that is allowed by the plan without telling me and without getting my agreement. I also understand that my spouse can change the retirement benefit form selected or the annuity partner at any time before retirement benefits begin without telling me and without getting my agreement.

I understand that I can limit my spouse's choice to a particular retirement benefit form and a particular annuity partner who will receive payments from the plan after the death of my spouse, and that I am giving up that right by signing this agreement.

I understand that I do not have to sign this agreement. I am signing this agreement voluntarily. I understand that if I do not sign this agreement, then my spouse and I will receive payments from the plan in the special QJSA payment form.

I have read and I understand the "Explanation of Spouse's Waiver of Qualified Joint and Survivor Annuity" which accompanies this form. I hereby release TIAA-CREF from all liability for making payments under the TIAA-CREF Group Annuity Contract based on this authorization.

Signature of Spouse

Date (mm/dd/yyyy)

To Be Completed By Notary Public

State of

County of

On this

day of

before me personally appeared

, to me known and known to me to be the individual who signed the above spouse's consent and acknowledged to me that he/she signed the consent.

Notary Public

To Be Completed By Plan Representative

Verified by

Title

Name of Institution

Date

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CHARLOTTE, NC 28201-1267

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PART B: VERIFICATION OF MARITAL STATUS FOR SINGLE PARTICIPANTS

To be completed by the participant and verified by a plan representative.

To Be Completed By Participant

I am not married. If I'm employed, my employer's plan representative must establish my unmarried status to his/her satisfaction and sign in the box to the right.

Your Signature

Date / /

To Be Completed By Plan Representative

Verified by

Title

Name of Institution

Date / /



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TIAA-CREF GROUP ANNUITY EXPLANATION OF SPOUSE'S WAIVER OF QUALIFIED JOINT AND SURVIVOR ANNUITY

If you are the Participant's spouse, please read this explanation.

1. What is a Qualified Joint and Survivor Annuity (QJSA)?

Federal law requires that retirement benefits be paid in a special payment form unless the participant chooses a different payment form and you (the participant's spouse) agree to that choice. This special payment form is often called a "qualified joint and survivor annuity" or "QJSA" payment form. The QJSA payment form gives the participant a monthly retirement payment for the rest of his or her life. This is often called an "annuity". Under the QJSA payment form, after the participant dies, each month the plan will pay you 50% of the retirement benefit that was paid to the participant. The benefit paid to you after your spouse dies is often called a "survivor annuity" or a "survivor benefit". You will receive this survivor benefit for the rest of your life.

Example

Pat Doe and Pat's spouse, Robin, receive payments from the plan under the QJSA payment form.

Beginning after Pat retires, Pat receives \$600 each month from the plan. Pat then dies. The plan will pay Robin \$300 a month for the rest of Robin's life.

2. How Can Your Spouse Change the Way Benefits Are Paid?

Your spouse and you will receive benefits from the plan in the special QJSA payment form required by federal law unless your spouse chooses a different payment form and you agree to the choice. If you agree to change the way the plan's retirement benefits are paid, you give up your right to the special QJSA payments.

3. Do You Have to Give Up Your Right to the QJSA Benefit?

Your choice must be voluntary. It is your personal decision whether you want to give up your right to the QJSA payment form.

4. What Other Payment Options Can My Spouse Choose?

If you agree, your spouse can choose to have the retirement benefits paid using a different option. Other payment options may give your spouse larger retirement benefits while he or she is alive, but might not pay you any benefits after your spouse dies.

Example of Single Life Annuity Payment Form

If Pat and Robin Doe receive retirement benefits in the special QJSA payment form, Pat would receive retirement benefits of \$600 each month from the plan until Pat dies, and then Robin would receive \$300 a month for the rest of Robin's life. Pat and Robin Doe agree not to receive retirement benefits in the special QJSA payment form, and decide instead to receive payments only during Pat's life. After Pat retires, Pat will receive more than \$600 each month from the plan until Pat's death. Robin will not receive any payments from the plan after Pat's death.

Example of Lump Sum Payment Form

Pat and Robin Doe agree not to receive the special QJSA payments and decide instead that Pat will receive a single payment equal to the value of all of Pat's retirement benefits. In this case, no further payment will be made to Pat or Robin.

Note: The payment forms described above are examples of commonly available payment forms, which may or may not be available under the specific terms of your spouse's retirement plan.

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TIAA-CREF GROUP ANNUITY EXPLANATION OF SPOUSE'S WAIVER OF QUALIFIED JOINT AND SURVIVOR ANNUITY (continued)

5. Can My Spouse Name Someone Other Than Me To Receive the Survivor Benefits?

If you agree, your spouse can name someone other than you to receive the survivor benefits from the plan after your spouse dies. The person your spouse selects to receive the survivor benefits is often called an “annuity partner”. If you agree to let your spouse name someone else as the annuity partner, you will not receive any payments from the plan after your spouse dies.

6. Can Your Spouse Make Future Changes if You Sign this Agreement?

If you sign this agreement, you agree that your spouse can choose the form of payments that he or she will receive from the plan without telling you and without getting your agreement. Your spouse can also choose the annuity partner who will receive any survivor benefits from the plan after your spouse dies without telling you and without getting your agreement. Your spouse does not need to tell you or get your agreement to any future changes in the form of payments or the annuity partner.

You may limit your agreement to a particular payment form or a particular annuity partner. If you want to allow your spouse to select only a particular payment form or a particular annuity partner, do not sign this form. In that case, contact the plan administrator for more information and to get a new agreement.

7. Can You Change Your Mind After You Sign this Agreement?

No. Your decision is final, even if your spouse later chooses a different type of retirement benefit or annuity partner.

8. What Happens to this Agreement if You Become Separated or Divorced?

Legal separation or divorce may end your right to survivor benefits from the plan even if you do not sign this agreement. However, if you become legally separated or divorced, you might be able to get a special court order (which is called a qualified domestic relations order or “QDRO”) that would give you rights to receive retirement benefits even if you sign this agreement. If you are thinking about separating or getting a divorce, you should get legal advice on your rights to benefits from the plan.

9. What Should You Know Before Signing this Agreement?

This is a very important decision. You should think very carefully about whether you want to sign this agreement. Before signing, be sure that you understand what retirement benefits you may get and what benefits you will no longer be able to receive.

Your spouse should have received information on the types of retirement benefits available from the plan. If you have not seen this information, you should get it and read it before you sign this agreement.

For additional information, you can contact the Benefits Office at your spouse's place of employment.