

ADOPTION AGREEMENT FOR THE PROTOTYPE QUALIFIED KEOGH MONEY PURCHASE PLAN

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Section 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Sections 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77.

Sponsored by:

**Teachers Insurance and Annuity Association
College Retirement Equities Fund
730 Third Avenue
New York, NY 10017**



**FINANCIAL SERVICES
FOR THE GREATER GOOD®**

ADOPTION AGREEMENT FOR THE PROTOTYPE QUALIFIED KEOGH MONEY PURCHASE PLAN

By completing and executing this Adoption Agreement, you formally adopt the Prototype Qualified Keogh Money Purchase Plan funded through TIAA-CREF. The provisions you select in completing this Adoption Agreement will apply to your Plan as if they were set forth in the Plan document. You may find that flexibilities that are available in an individually designed plan are not available in a standardized prototype plan.

In completing this Adoption Agreement, you are urged to consult with your attorney or other tax advisor. TIAA-CREF does not and cannot provide legal or tax advice. Failure to properly fill out this Adoption Agreement may result in the failure of your Plan to qualify for exemption under the Internal Revenue Code of 1986, as amended.

1. IDENTIFYING INFORMATION

NAME OF EMPLOYER (Please print the name of your business. If your business does not have a formal name, please print your full name.)

ADDRESS OF EMPLOYER

FEDERAL TAX ID NUMBER OF EMPLOYER (TIN)

TELEPHONE NUMBER (Include area code.)

Prototype Qualified Keogh Money Purchase Plan
NAME OF PLAN (Please print the name of the Employer)

PLAN ADMINISTRATOR (Please identify the Plan Administrator. Unless you indicate otherwise, the Plan Administrator will be the Employer.)

PLAN NUMBER (Please insert "002" unless you are already using this number for another plan. If 002 is being used for another plan, select another three digit number.)

2. EFFECTIVE DATE (SECTION 1.15)

Select **Box (A)** or **(B)** and complete as appropriate. The Effective Date or Restated Effective Date generally may be January 1 of the current calendar year; however, if your business was formed in the current calendar year, the Effective Date may be the date the business was formed.

(A) The Effective Date of the Plan is: _____

(B) This is a restatement of a prior plan known as: _____

The Restated Effective Date of the Plan is: _____

3. PLAN YEAR (SECTION 1.29)

Select **Box (A)** or **(B)** and complete as appropriate. If you select **Box (B)**, insert the first day and the last day of the Plan Year. If the initial Plan Year is a short Plan Year, select and complete **Box (C)** and either **Box (A)** or **(B)**, as appropriate, for all subsequent Plan Years.

Plan Year means:

- (A) The calendar year.
- (B) The twelve (12)-month period commencing each _____ and ending each _____.
- (C) The period beginning on _____ and ending on _____. Thereafter, the twelve (12)-month period selected in **Box (A)** or **(B)** above.

4. ELIGIBILITY TO PARTICIPATE (SECTION 2.1)

A plan may impose minimum age and/or service requirements for purposes of eligibility to participate. Select **Box (A)**, and also Select **Box (B)** or **(C)**.

An Eligible Employee will be eligible to become a Participant in the Plan as follows:

- (A) Immediate eligibility (upon completion of One (1) Hour of Service).
- (B) Upon attainment of age 21.
- (C) No minimum age requirement.

5. EMPLOYER CONTRIBUTIONS (SECTION 3.1)

- (A) Complete **Item 5(A)** as appropriate.

The Employer will contribute to the Plan on behalf of each Active Participant an amount each year equal to _____% of the Participant's Compensation or Earned Income, as the case may be.

- (B) The Plan document provides that an Employee who is otherwise eligible to participate under the Plan will not receive an allocation of Employer contributions for a Plan Year if the Employee terminates employment during the Plan Year with no more than Five Hundred (500) Hours of Service and is not an active Employee as of the last day of the Plan Year. Check **Box (B)** only if it is desired that an Eligible Employee who terminates employment during the Plan Year without exceeding Five Hundred (500) Hours of Service, and is not an active Employee on the last day of the Plan Year, will nevertheless be eligible to receive an allocation of Employer contributions.

6. LIMITATIONS ON ALLOCATIONS (SECTIONS 4.3 AND 4.4)

Coordination of the Code Section 415 limit is a technical legal matter with regard to which you are urged to consult with your attorney or other tax advisor. If the Employer maintains more than one retirement plan covering the same Employees, this item may be completed to indicate how the Code Section 415 limitations will be coordinated.

Box (A)(1) and **(A)(2)** refer to coordination among two or more defined contribution plans. **Box (A)(2)** should be selected and completed if it is desired that in the event of contributions in excess of the Code Section 415 limit, contributions under the other plan will be reduced first.

(A) If a Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a master or prototype plan:

- (1)** The provisions of Section 4.3 of the Plan document will apply as if the other plan were a master or prototype plan.
 - (2)** Provide the method under which the plans will limit total annual additions to the maximum amount permissible under Code Section 415, and will reduce any excess amounts, in a manner that precludes Employer discretion.
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(B) In the event the Employer maintains a defined benefit plan in addition to this Plan, the Employer must for years beginning before January 1, 2000 and may for years beginning on or after January 1, 2000, limit the aggregate of contributions made, and benefits accrued, under this Plan and under the defined benefit plan, on behalf of any Participant. Select and complete Box (B)(1), and also if desired, Box (B)(2), to limit the aggregate of contributions and benefits to this Plan and to any such defined benefit plan.

- (1)** For Limitation Years beginning before January 1, 2000, if any Participant is or has ever been a Participant in a defined benefit plan maintained by the Employer you may provide the method under which the sum of the defined benefit accrued and the annual additions under this Plan will not exceed the 1.0 limitation of Code Section 415(e), if applicable, if you desire a reduction other than under this Plan. Such language must preclude Employer discretion. See Treasury Regulation 1.415-1 for guidance.
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- (2)** Notwithstanding anything in the Plan document or this Adoption Agreement to the contrary, the limitations of Section 415(e) of the Code shall continue to apply for Limitation Years beginning on or after January 1, 2000.

(C) Select and complete Box (C)(1) only if it is desired to select as the Limitation Year, a twelve-month period other than the calendar year.

- (1)** The Limitation Year will not be the calendar year. Instead, the Limitation Year will be the following twelve (12)-month period:

7. FUNDING VEHICLES (SECTION 5.1)

Complete as appropriate.

The Funding Vehicles may be a fixed and/or variable annuity contract offered by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF). For purposes of this Plan, the following Funding Vehicles will be used:

TIAA Keogh Group Retirement Annuity Certificate.

CREF Keogh Group Retirement Unit Annuity Certificate.

(A) Under the CREF Certificate, all accounts will be available.

(B) Under the TIAA Certificate, the Real Estate Account will be available.

8. VESTING (SECTION 6.1)

A Participant's vested interest in his or her Employer Contribution Account will be 100% immediately vested at all times.

9. TOP-HEAVY PROVISIONS

The Plan will operate as if it is always top-heavy and the Plan will comply with the top-heavy requirements.

10. ADMINISTRATION

The Sponsoring Organizations of this standardized prototype plan are Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF). Their National Headquarters are at 730 Third Avenue, New York, NY 10017. Questions about this standardized prototype plan or about TIAA-CREF's other products and services should be directed to the TIAA-CREF Regional Office serving the Employer. Questions may also be directed to TIAA-CREF's Home Office at (800) 842-2733.

By executing this Adoption Agreement, the Employer adopts the Prototype Qualified Keogh Money Purchase Plan, funded through TIAA-CREF, described herein and in the Plan document. The selections and specifications contained in this Adoption Agreement, together with the terms, provisions and conditions provided in the Plan document constitute the Plan. Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

It is understood that TIAA-CREF is not a party to the Plan and shall not be responsible for any tax or legal aspects of the Plan. The Employer assumes responsibility for these matters. TIAA-CREF will notify the Employer of any amendment it makes to the Plan, or of the discontinuance or abandonment of the Plan, if any such event should occur. The Employer shall notify TIAA-CREF of any changes it makes to its selections in this Adoption Agreement.

TIAA-CREF has applied to, and received from, the Internal Revenue Service, a favorable opinion letter as to the acceptability of the Plan documents. The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B. The Employer assumes responsibility for this matter.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Section 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Sections 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77.

The Employer acknowledges that it has counseled, to the extent necessary, with its attorney or other tax advisor and has not relied on TIAA-CREF, or any representative thereof, for any legal or tax advice in connection with this Plan. The obligations of TIAA-CREF shall be governed solely by the provisions of its Contract and policies. TIAA-CREF shall not be required to inquire into any action taken by the Plan Administrator or the Employer and shall be fully protected in taking, permitting, or omitting any action on the basis of the actions of the Employer. TIAA-CREF shall incur no liability or responsibility for carrying out actions as directed by the Plan Administrator or the Employer.

IN WITNESS WHEREOF, this Adoption Agreement has been executed this

_____ day of _____, 200____.

NAME OF EMPLOYER (Please print the name of Employer)

BY (Authorized Signature)

NAME AND TITLE (Please print Name and Title of Authorized Individual)

TIAA-CREF PROTOTYPE QUALIFIED KEOGH MONEY PURCHASE PLAN ADOPTION AGREEMENT FIRST AMENDMENT FOR ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 ("EGTRRA ADOPTION AGREEMENT")

This Adoption Agreement incorporates amendments to the TIAA-CREF Prototype Qualified Keogh Money Purchase Plan, as amended and restated to incorporate GUST provisions (02/02) (the "Plan") to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). It supplements the Adoption Agreement for the Plan, as amended and restated for GUST (Rev. 02/02). Further amendments for EGTRRA compliance may be required as the Internal Revenue Service ("IRS") publishes additional guidance. Until the IRS issues further guidance, you may adopt the EGTRRA amendments set forth in Notice 2001-57, 2001-38 I.R.B. 279, to be in good faith compliance with the EGTRRA requirements.

This Amendment is intended to meet the EGTRRA requirements in accordance with Notice 2001-57. Accordingly, Employers need to execute both the Plan Adoption Agreement (02/02) and this EGTRRA Adoption Agreement in order to bring their plans into compliance with current qualification requirements under the Internal Revenue Code of 1986, as amended (the "Code").

The provisions you select in completing this Adoption Agreement will apply to your Plan as if they were set forth in the Plan document. The prototype program administered by the IRS limits the types of provisions an employer may select. As a result, Employers may find that certain flexibilities that are available in individually designed plans are not available in a prototype plan.

In completing this Adoption Agreement, you are urged to consult with your attorney or other tax advisor. TIAA-CREF does not and cannot provide legal or tax advice. Failure to properly fill out this Adoption Agreement may result in the failure of your Plan to qualify for exemption under Section 401(a) of the Code.

TIAA-CREF PROTOTYPE QUALIFIED KEOGH MONEY PURCHASE PLAN EGTRRA ADOPTION AGREEMENT

1. TOP HEAVY RULES – MINIMUM BENEFITS FOR EMPLOYEES ALSO COVERED UNDER ANOTHER PLAN (SECTION 3.1(G))

The Employer should describe below the extent, if any, to which the top-heavy minimum benefit requirement of Section 416(c) of the Code and Section C of the EGTRRA Amendments to the Plan shall be met in another plan. This should include the name of the other plan, the minimum benefit that will be provided under such other plan, and the employees who will receive the minimum benefit under such other plan.

2. EFFECTIVE DATE OF DIRECT ROLLOVER AND PARTICIPANT ROLLOVER CONTRIBUTION PROVISIONS

Section D of the EGTRRA Amendments (Rollovers From Other Plans,) shall be effective

_____ (Enter a date no earlier than January 1, 2002)

The Sponsoring Organizations of this prototype are Teachers Insurance and Annuity Association (“TIAA”) and College Retirement Equities Fund (“CREF”). Their National Headquarters are at 730 Third Avenue, New York, New York 10017. Questions about this prototype Plan and EGTRRA Amendment or about TIAA-CREF’s other products and services should be directed to the TIAA-CREF Regional Office serving the Employer. Questions may also be directed to Institutional and Individual Consulting Services at the National Office at (800) 842-2733.

By executing this Adoption Agreement, the Employer adopts the EGTRRA Amendments to the Plan, a Standardized Money Purchase Plan described in the Adoption Agreement for the Plan and the Plan document, as amended and restated for GUST (Rev. 02/02). The selections and specifications contained in this Adoption Agreement for EGTRRA Amendments (Rev. 12/02), together with the terms, provisions and conditions provided in the Plan document, as amended and restated for GUST (Rev. 02/02) constitute the Plan.

It is understood that TIAA-CREF is not a party to the Plan and shall not be responsible for any tax or legal aspects of the Plan. The Employer assumes responsibility for these matters. TIAA-CREF will inform the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Employer must notify TIAA-CREF of any changes it makes to its selections in this Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code only to the extent provided in Announcement 2001-77, 2001-30 I.R.B. 83. The Employer may rely on Notice 2001-57, 2001- 38 I.R.B. 279, only to the extent that EGTRRA amendments are made in accordance therewith. Further amendments to comply with EGTRRA may be required as the IRS publishes further guidance.

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the plan and in Announcement 2001-77. The Employer may rely on Notice 2002-57 only to the extent that EGTRRA amendments are made in accordance therewith.

In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

The Employer acknowledges that it has counseled, to the extent necessary, with its attorney or other tax advisor. The obligations of the Funding Vehicles shall be governed solely by the provisions of its Contracts and policies. TIAA-CREF shall not be required to inquire into any action taken by the Plan Administrator or the Employer and shall be fully protected in taking, permitting or omitting any action on the basis of the actions of the Employer. TIAA-CREF shall incur no liability or responsibility for carrying out actions as directed by the Plan Administrator or the Employer.

IN WITNESS WHEREOF, this Adoption Agreement has been executed this

_____ day of _____, 200_____.

NAME OF EMPLOYER (Please print the name of Employer)

PLAN NUMBER

BY (Authorized Signature):

NAME AND TITLE (Please print Name and Title of Authorized Individual):

Please keep a copy for your records.

TIAA-CREF PROTOTYPE QUALIFIED KEOGH MONEY PURCHASE PLAN FIRST AMENDMENT FOR ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001(“EGTRRA AMENDMENTS”)

A. PREAMBLE

1. Adoption and effective date of amendment. This amendment of the TIAA-CREF Prototype Qualified Keogh Money Purchase Plan (the “Plan”) is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”). This amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, this amendment shall be effective as of the first day of the first plan year beginning after December 31, 2001.
2. Supersession of inconsistent provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

B. INCREASE IN COMPENSATION LIMIT (ARTICLE I)

The annual compensation of each Participant taken into account in determining allocations for any plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

C. MODIFICATION OF TOP-HEAVY RULES (SECTION 3.1(G))

1. Effective date. This Section shall apply to the Plan for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the Code for plan years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This Section amends Section 3.1(g) of the Plan.

2. **Determination of top-heavy status.**
 - 2.1. Key employee. Key employee means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1- percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

 - 2.2. Determination of present values and amounts. This Section 2.2 shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.
 - 2.2.1 Distributions during year ending on the determination date. The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

 - 2.2.2 Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

3. **Minimum benefits.**
 - 3.1 Matching contributions. Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. If the Plan provides that the minimum contribution requirement shall be met in another plan, the preceding sentence shall apply with respect to matching contributions under such other plan.

 - 3.2 Contributions under other plans. The Employer may provide in the Adoption Agreement that the minimum benefit requirement shall be met in another plan.

D. ROLLOVERS FROM OTHER PLANS (SECTION 3.6(A))

The Plan will accept participant rollover contributions and direct rollovers of distributions made after December 31, 2001, from the following types of plans, beginning on the effective date specified in the Adoption Agreement:

1. A direct rollover of an eligible rollover distribution from:

- (a) A qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions,
- (b) An annuity contract described in Section 403(b) of the Code, excluding after-tax employee contributions, and
- (c) An eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

2. A participant contribution of an eligible rollover distribution from:

- (a) A qualified plan described in Section 401(a) or 403(a) of the Code,
- (b) An annuity contract described in Section 403(b) of the Code, and
- (c) An eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

- 3.** The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

E. DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS (SECTION 3.6(B))

- 1.** Effective date. This Section shall apply to distributions made after December 31, 2001.
- 2.** Modification of definition of eligible retirement plan. For purposes of the direct rollover provisions in Section 3.6 (b) of the Plan, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.
- 3.** Modification of definition of eligible rollover distribution to exclude hardship distributions. For purposes of the direct rollover provisions in Section 7.10 of the Plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

F. LIMITATIONS ON CONTRIBUTIONS (ARTICLE IV)

1. Effective date. This Section shall be effective for limitation years beginning after December 31, 2001.
2. Maximum annual addition. Except to the extent permitted under Section 414(v) of the Code, if applicable, the annual addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year shall not exceed the lesser of:
 - (a) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or
 - (b) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code), which is otherwise treated as an annual addition.

The limit on deductible annual contributions is 25% of compensation, which effectively means self-employed individuals may contribute 20% of their sum compensation for a plan year.

ELECTION TO PARTICIPATE IN THE TIAA AND CREF KEOGH RETIREMENT ANNUITY TRUSTS

_____, PURSUANT TO HIS/HER OR ITS Keogh plan (“Keogh Plan”), as duly adopted, does hereby elect to participate in the TIAA Keogh Retirement Annuity Trust and the CREF Keogh Retirement Annuity Trust (“the Trusts”), and further, does agree to the following:

Contributions to the Keogh Plan, commencing on _____ will be remitted by me/us to TIAA and/or CREF, which shall apply them as premiums to Keogh Group Retirement Annuities issued by TIAA and CREF, as applicable.

I/We will remit only Keogh Plan premium contributions for application to the Keogh Group Retirement Annuities.

Benefits will be provided by the Keogh Group Retirement Annuities issued to participating employees and their beneficiaries.

This election is made in accordance with the terms of the Trust agreements and is subject to their provisions.

The Keogh Plan qualifies under Section 401(a) of the Internal Revenue Code.

The Keogh Plan provides for the following vesting schedule: 100% immediate vesting

I/We acknowledge that TIAA-CREF employees act as pension consultants in the sale of TIAA and CREF Keogh Group Retirement Annuities and that they may only recommend TIAA and CREF products. There are no sales commissions paid by TIAA-CREF in connection with the TIAA and CREF Keogh Group Retirement Annuities recommended by TIAA-CREF employees. There are no fees associated with TIAA’s traditional annuity. The fees and charges associated with the TIAA Real Estate Account are described in the TIAA Real Estate Account prospectus and the fees and charges associated with CREF variable annuities are described in the CREF prospectus.

I/We acknowledge that I/we am/are a plan fiduciary of the Plan who may approve transactions dealing with that plan. I/We have received the CREF and TIAA Real Estate prospectuses and on behalf of the Plan approve the purchase of TIAA and CREF Keogh Group Retirement Annuities. I/We shall not receive directly or indirectly any commission or consideration from any party as a result of the purchase of any TIAA or CREF contract or annuity by plan participants or beneficiaries.

Dated: _____

(Name of Plan Owner or, in the case of a Partnership, Name of Partnership) _____

By (Name): _____

Title: _____

TIAA-CREF hereby consents to the participation of _____, in the Trusts, this _____ day of _____.

Name: _____

Title: _____

HOW TO ENROLL WITH TIAA-CREF

To enroll, you must complete your Enrollment Form and Plan Contribution Allocation Administrative Form, and sign the Consent to Electronic Delivery. There is also one optional form – the Spousal Waiver Form – that depends on your beneficiary designation if you are married. When these are ready, simply return your completed forms to: TIAA-CREF, Keogh Department, P.O. Box 1272, Charlotte, NC, 28201.

Your enrollment with TIAA-CREF can be completed in four easy steps that are outlined below.

STEP ONE

COMPLETE YOUR ENROLLMENT FORM

The instructions will guide you through completing your enrollment form. Please be sure to read the agreement in section 6 before signing and dating the form.

You are eligible to open a Keogh with TIAA-CREF if you have self-employment income and you:

- are employed with or retired from an eligible institution, or serve as trustee of an eligible institution;
- have an existing contract with TIAA or CREF (TIAA-CREF Mutual Funds or TIAA-CREF Life Insurance Company products are not applicable);
- are the spouse/domestic partner with self-employment income of a person who meets the above criteria, subject to state regulations.

Eligible institutions include colleges, universities, private schools, public K-12 schools, teaching hospitals, museums, cultural institutions, and libraries, as well as other nonprofit organizations that are primarily engaged in education or research.

STEP TWO

SELECT YOUR ALLOCATION

Select the accounts to which you would like to allocate your contributions by completing the Plan Contribution Allocation Administrative Form. For information about the accounts available, please see **“Your Investment Choices.”** There may be transfer and withdrawal restrictions on some or all of the accounts and funds. You may change your allocation at any time in the future.

If your allocation is invalid in any way, your contributions will be allocated to the CREF Money Market Account. Upon receiving clarification from you, we will apply all future contributions according to your instructions.

STEP THREE

COMPLETE THE SPOUSAL WAIVER FORM

(Applicable only if you are married)

If your Keogh plan is subject to the Employee Retirement Income Security Act (ERISA), your spouse is entitled to at least 50% of the death benefit under the plan. If the plan is not subject to ERISA, your spouse is entitled to the percentage specified by the plan. Therefore, your spouse must consent and sign the waiver if you wish to name someone else for more than 50% (or the amount specified by the plan) of the death benefit. Generally, waiving spousal rights is available if you are age 35 or older.

STEP FOUR

SIGN NOTICE ON PROSPECTUSES AND DOCUMENTS

You should read the prospectuses for the accounts and funds carefully before you invest. Please acknowledge that you have received the prospectuses and supplementary documents on CD by signing the notice.

GENERAL INFORMATION

Whenever a new account is opened, federal law requires all financial institutions to help the government fight the funding of terrorism and prevent money laundering activities by obtaining, verifying and recording information that identifies each person who opens an account.

For this reason, we request your name, address, date of birth, Social Security number (or taxpayer identification number), telephone number and other information that will allow us to identify you. Without this information, we may not be able to open an account or process any transactions for you.

State regulations require that you provide information on any existing annuity or life insurance contracts that would be replaced by the TIAA-CREF account for which you are applying. If your new TIAA-CREF account is going to replace more than one existing contract, please include that information on an additional page with your name and Social Security number.

Need Help? For assistance in setting up your Keogh plan, please call us at **800 842-2776** Monday to Friday from 8 a.m. to 10 p.m. or Saturday from 9 a.m. to 6 p.m. (ET).



4 Indicate Replacement of Existing Contracts/Policies (if applicable)

Will these annuity certificates replace an existing annuity contract/certificate or life insurance policy? If so, please provide the name of your insurer and the contract/policy number.

Company name

Contract/Policy Number

5 Basis of Eligibility

Please see the list of eligibility criteria in Step One of the instructions for details.

- You or your spouse/domestic partner currently own any TIAA or CREF annuity contract or certificate or TIAA individual insurance policy.

If spouse/domestic partner, provide name and Social Security Number:

Title: Mr, Mrs, Dr, other

First Name

Middle Name

Last Name

Suffix: Jr, Sr, other

Social Security Number

- You or your spouse/domestic partner are/were employed at an eligible institution, or serve as trustee of an eligible institution.

Status: Active Retired Trustee

Eligible Institution

State

Institution Type:

College or University Primary or Secondary School

Teaching Hospital Museum or Library

Other:
(see instructions)

If spouse/domestic partner, provide name and Social Security Number:

Title: Mr, Mrs, Dr, other

First Name

Middle Name

Last Name

Suffix: Jr, Sr, other

Social Security Number



6

Indicate your agreement and signature

Your Keogh plan may offer mutual funds as an investment choice in addition to the TIAA and CREF annuities. The TIAA and CREF annuities and amounts in any of the mutual funds cannot be assigned and do not allow for loans. All contributions must be remitted under the terms of your Keogh plan. Your Keogh plan may limit your ability to make withdrawals and transfers from the TIAA and CREF annuities and amounts in any of the mutual funds.

Cash withdrawals and transfers from the TIAA Traditional Annuity are currently not subject to a surrender charge. If such a charge is imposed in the future, you would receive three months' advance notice, and the charge would apply only to subsequently remitted premiums including any amounts transferred from the CREF accounts, the TIAA Real Estate Account or the mutual funds after the charge is imposed.

The accumulations in and the benefit payments from the CREF accounts, the TIAA Real Estate Account, and the mutual funds are **variable** and **not guaranteed**; they depend on the investment performance of these accounts.

Your beneficiary designation will apply to your TIAA and CREF annuity certificates and to the mutual fund accounts for which TIAA keeps records. Under your plan, your spouse has the right to a death benefit. If the plan is subject to ERISA, your spouse is entitled to at least 50% of the death benefit specified by the plan. If the plan is not subject to ERISA, your spouse is entitled to the percentage stipulated by the plan. Your spouse must consent to any beneficiary designation that doesn't meet this requirement by completing the "Waiver of Spouse's Right to Preretirement Death Benefits."

I have read and acknowledge all provisions of this enrollment form.

Under penalties of perjury, you certify that the taxpayer identification number shown on this form is your correct Social Security number.

The Internal Revenue Service does not require your consent to any provision of this document.

Signed

Date (mm/dd/yyyy)

 / /

The following information does not apply to New York applicants. Some states require a fraud warning to appear on the form. These states, including Arkansas, Kentucky, Maine and New Mexico require a warning substantially similar to the following:

People who file applications for insurance or statements of claim commit a fraudulent insurance act if they: knowingly do so with intent to injure, defraud or deceive any insurance company or another person; and/or knowingly include in their application or statement of claim any materially false or misleading information; and/or knowingly conceal information, for the purpose of misleading, concerning any fact material to the application or claim.

A fraudulent insurance act is a crime, and penalties may include imprisonment, fines, denial of insurance and civil damages.

New Jersey residents, please note: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio residents, please note: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

District of Columbia residents, please note: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.





FINANCIAL SERVICES
FOR THE GREATER GOOD®

SELECT YOUR ALLOCATION

PLAN CONTRIBUTION ALLOCATION ADMINISTRATIVE FORM

For information about the investments available in your plan, please review **"Your Investment Choices."** If you need help creating an allocation, you can use our **Asset Allocation Evaluator** at www.tiaa-cref.org/calcs. You can also have a custom portfolio prepared for you by calling us at **800 842-2776**.

Please refer to **"Your Investment Choices"** for the names and three-digit numbers of your investment choices, and enter in the spaces provided. Please use only whole numbers and make sure your total allocation equals 100%. If the number and name don't match, we will use the number for your allocation choice. If you are allocating to more than ten accounts or funds, you may copy this page and include your name and Social Security number to indicate your instructions.

Account/ Fund Number	Account/ Fund Name	Allocation Percent
1. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
2. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
3. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
4. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
5. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
6. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
7. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
8. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
9. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
10. <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
		100%



AL19L



SPOUSAL WAIVER FORM (IF APPLICABLE)

WAIVER OF SPOUSE'S RIGHT TO PRERETIREMENT DEATH BENEFITS

If you wish to waive your spouse's right to a preretirement survivor death benefit under your plan and/or ERISA, your spouse must consent to the waiver. Generally, waiving spousal rights is available if you are age 35 or older.

The date of your spouse's signature must be the same or later than the date you sign your enrollment form.

Consent by Spouse (Must Be Witnessed)

With this consent I am voluntarily and irrevocably giving up my right to a qualified preretirement survivor death benefit. I recognize that any preretirement death benefit payable under these annuities or the mutual funds will be paid to the beneficiaries as described in the enrollment form.

Signature of Spouse

Spouse's Date of Birth (mm/dd/yyyy)

 / /

Social Security Number

 - -

Date (mm/dd/yyyy)

 / /

Signature of Notary Public or Plan Representative

Date (mm/dd/yyyy)

 / / 



CONSENT TO ELECTRONIC DELIVERY

Please check the box below acknowledging your receipt of the following documents:

- Prospectuses for the investment options available under your Keogh
- Month-end performance information
- Keogh Prototype Plan and IRS Approval Letters
- TIAA-CREF Privacy Policy
- TIAA-CREF Business Continuity Statement
- Federal Register Notice for the TIAA Real Estate Account
- Statements of Additional Information, which supplement the prospectuses

I acknowledge that I consent to receiving and have received the above-referenced documents through TIAA-CREF's website (www.tiaa-cref.org) or by means of the CD accompanying my enrollment form. I further acknowledge that I am able to access these documents on the website or the CD. I understand that this acknowledgment applies only to this initial enrollment.

In order to sign this acknowledgment, you must either have access to the website noted above or a computer with a CD drive. In either case, you must also be able to download, view and print the documents. You understand and acknowledge that accessing documents electronically may involve additional costs including, but not limited to, subscription access fees from an Internet service provider and printing costs.

Paper versions of the above documents can be ordered, both now and in the future, by calling toll-free 877 518-9161 or by going to www.tiaa-cref.org. If you are unable to acknowledge that you have received and accessed the documents on the website or CD, please call us toll-free at 877 518-9161 to request paper versions at no charge.

Note: Unless indicated above, I acknowledge that I have received paper copies of the above-referenced documents.

Signature (Applicant)

Date (mm/dd/yyyy)

 / /

You should consider the investment objectives, risks, charges and expenses carefully before investing. Please read the prospectuses for the accounts and funds carefully before you invest. This form must be accompanied or preceded by current prospectuses. For additional copies, call 877 518-9161 or visit www.tiaa-cref.org.

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Teachers Insurance and Annuity Association
730 Third Avenue, New York NY 10017
Telephone: 800 842-2733

STATE OF TENNESSEE

NOTICE REGARDING REPLACEMENT

REPLACING YOUR LIFE INSURANCE POLICY

Are you thinking about buying a new life insurance policy and discontinuing or changing an existing one? If you are, your decision could be a good one -- or a mistake. You will not know for sure unless you make a careful comparison of your existing benefits and the proposed benefits.

Make sure you understand the facts. You should ask the company or agent that sold you your existing policy to give you information about it. You are urged not to take action to terminate, assign or alter your existing life insurance coverage until you have been issued the new policy, examined it and have found it acceptable.

Hear both sides before you decide. This way you can be sure you are making a decision that is in your best interest.

IF YOU SHOULD FAIL TO QUALIFY FOR THE LIFE INSURANCE FOR WHICH YOU HAVE APPLIED, YOU MAY FIND YOURSELF UNABLE TO PURCHASE OTHER LIFE INSURANCE OR ABLE TO PURCHASE IT ONLY AT SUBSTANTIALLY HIGHER RATES.

POSTAGE-PAID LABEL FOR IRA AND KEOGH CONTRACTS

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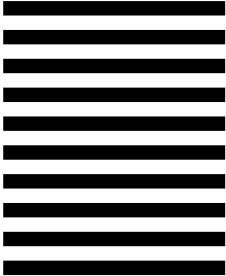
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- Remember to include your return address in the upper left corner.

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