

[SAMPLE DEFERRED ANNUITY ORDER]

DISCLAIMER: This model is for informational purposes only. It does not represent all of the alternatives available in drafting a qualified domestic relations order (QDRO), nor does it cover all of the issues that arise in regard to a QDRO. The parties to the order should consult with their attorneys to ensure that their intentions are accurately reflected in the order submitted for review. The format of this model QDRO may vary depending on the rules of the court in which the domestic relations order (DRO) is obtained.

IN THE _____ COURT OF _____ COUNTY, _____
(STATE)
ACTION-LAW.

_____ No. _____
Plaintiff/Petitioner

vs.

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Defendant/Respondent

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

This Order creates and recognizes the existence of an alternate payee's right to receive a portion of the participant's benefits payable under one or more of the TIAA accounts maintained under the employer-sponsored plans listed below.

The Plans are subject to Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA") [MODIFY AS NECESSARY, e.g. IF PLAN(S) ARE SUBJECT TO OTHER CODE PROVISIONS OR EXEMPT FROM ERISA]. This Order is intended to meet the requirements for a qualified domestic relations order (the "QDRO") as set forth under Section 414(p) of the Code [and Section 206(d) of ERISA].

AND NOW, THIS _____ day of (_____), the Court finds as follows:

1. a.) The Participant is _____, social security number ____-____-____.

b.) The Plan(s) to which this Order applies are:

Plan name: _____

Plan name: _____

Plan name: _____

(Add additional lines as needed).

Please complete paragraph 5 below, to indicate the amount of the award to the Alternate Payee and the contracts that will be divided to fund the award.

c.) The Participant's current and last known address is _____

d.) The Participant's date of birth is _____.

2. a.) The Alternate Payee is _____ whose current and last known street address is _____.

b.) The Alternate Payee's mailing address is

Select One:

☐ same as the street address noted above.

☐ different, e.g. P.O. Box. The mailing address is:

_____.

c.) The Alternate Payee's Telephone Number is _____.

d.) The Alternate Payee's Social Security Number is _____, and date of birth is _____.

3. e.) The Alternate Payee's email address is _____.

f.) The Alternate Payee is the

Select One:

- ☐ spouse of the Participant.
- ☐ former spouse of the Participant.
- ☐ child or other dependent of the Participant.

4. The Court has jurisdiction of this domestic relations matter pursuant to *(State)* law.

This Order relates to the provision of

Select One or More, as applicable:

- ☐ marital property rights
- ☐ spousal support
- ☐ child support

to the Alternate Payee as a result of

Select One or More, as applicable:

- ☐ an order of divorce
- ☐ a spousal support order
- ☐ a child support order
- ☐ another order requiring the division of retirement benefits,

dated [DATE], between the Participant and the Alternate Payee.

5. For purposes of calculating the Alternate Payee's award, the Valuation Date (i.e. the date the Participant's account is valued for purposes of calculating the

Alternate Payee's award) is: Date of Transfer (*i.e. the date TIAA segregates the monies from the Participant's account(s) into the Alternate Payee's account(s).*

6. This Order assigns to the Alternate Payee the following amounts from the Plan(s) identified in paragraph 1 as subject to this Order:

Select One (a, b or c), as applicable:

- a. ☐ \$_____ (a specific dollar amount awarded proportionately from each contract held under all Plans in paragraph 1).
- b. ☐ _____% (a specific percentage awarded proportionately from each contract held under all Plans in paragraph 1).
- c. ☐ The award shall be taken from the contracts held under the Plan(s) identified in paragraph 1 as subject to this Order, as follows:

Plan Name (*required*): _____
TIAA Contract No.: _____ \$_____ or _____%
CREF Contract No.: _____ \$_____ or _____%
Other Investments: _____ \$_____ or _____%

Plan Name (*required*): _____
TIAA Contract No.: _____ \$_____ or _____%
CREF Contract No.: _____ \$_____ or _____%
Other Investments: _____ \$_____ or _____%

(Add additional tables as needed)

All amounts transferred are subject to the terms and conditions of the contracts, including applicable liquidity restrictions.

7. Upon finalization of this Order, the current value of the amounts identified in paragraph 6 shall be awarded to the Alternate Payee and shall become the Alternate Payee's sole and exclusive property.

8. Following the Plan Administrator's (or its delegate's) determination that this Order is a QDRO, the death of the Participant prior to the time the Alternate Payee receives the Alternate Payee's distribution, or the establishment of separate account(s) or contract(s) in the name of the Alternate Payee shall have no effect on the Alternate Payee's award.
9. The Participant's beneficiary designations for each of the employer-sponsored plans in which the Participant participates shall be determined in accordance with the terms of the applicable Plan. All beneficiary designation changes must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the Plan.
10. This Order:
- i. does not require any of the employer-sponsored plans to provide any type or form of benefit, or any options not otherwise provided under the plans;
 - ii. does not provide for increased benefits under any of the employer-sponsored plans and the terms of the funding vehicles;
 - iii. does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a QDRO; and
 - iv. does not require a TIAA Traditional Retirement Annuity to allow single-sum withdrawals or transfers to alternate carriers.
11. This Court reserves jurisdiction to issue further orders as needed to execute this Order.

By the Court _____ Date _____

Participant _____ Date _____

Alternate Payee _____ Date _____

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TIAA
APPROVAL GUIDELINES AND PROCEDURES
FOR
QUALIFIED DOMESTIC RELATIONS ORDERS
Effective November, 2021

Introduction

Plans subject to the anti-assignment rule under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and/or the Internal Revenue Code of 1986, as amended (the “Code”) are prohibited from paying benefits to individuals other than Plan Participants and their beneficiaries. An exception to this general rule is for the payment of benefits to an Alternate Payee if the payment is mandated by a qualified domestic relations order (“QDRO”).

In accordance with the applicable provisions of ERISA and the Code, the following Approval Guidelines and Procedures for Qualified Domestic Relations Orders (“QDRO Guidelines”) are used by TIAA to process Domestic Relations Orders that are (i) intended to be Immediate Annuity Orders (as hereinafter defined); or (ii) intended to be Deferred Annuity Orders (as hereinafter defined) and received in connection with those Plans under which the Plan Administrator has delegated to TIAA the duty of processing Deferred Annuity Orders, including those governmental, non-electing church and eligible deferred compensation plans that are not subject to the anti-assignment rule under ERISA and/or the Code. These QDRO Guidelines apply only with respect to Plan assets that are on TIAA’s recordkeeping platform.

1. Definitions

The terms used in these QDRO Guidelines shall have the following meaning:

- a. “Alternate Payee” means a Participant’s spouse, former spouse, child or other dependent of the Participant.
- b. “Date of Distribution” means the date an Alternate Payee’s award (made pursuant to a qualified Deferred Annuity Order) is distributed from the Plan.
- c. “Date of Transfer” means the date the Alternate Payee’s account under the Plan is funded following qualification of a Deferred Annuity Order.
- d. “Deferred Annuity Order” means an Order that divides the Participant’s account or contract into two separate accounts or contracts: one for the Participant and one for the Alternate Payee. A Deferred Annuity Order is sometimes referred to as a Separate Interest Order. An Order that seeks to divide a Transfer Payout Annuity will be treated as a Deferred Annuity Order.
- e. “Domestic Relations Order” or “Order” means any executed judgment, decree or order (including approval of a property settlement agreement) issued by a state authority

which relates to the provision of child support, alimony payments or marital property rights to an Alternate Payee, and which is made pursuant to a state domestic relations law (including a community property law). An Order may be issued by a court of law or by a state agency, such as a child support enforcement agency.

- f. “Funding Vehicle(s)” means the annuity contract(s) or custodial account(s) issued for funding amounts under the Plan.
- g. “Immediate Annuity Order” means an Order that assigns a portion of each benefit payment to the Alternate Payee. An Immediate Annuity Order is sometimes referred to as a Shared Interest Order.
- h. “Interest-Only Payments” means payment made under the Interest Payment and Retirement Annuity available under certain TIAA Traditional Funding Vehicles.
- i. “Joinder” means a legal document issued under the jurisdiction of a state court that results in the addition of one or more parties, such as an employee benefit plan, to an existing lawsuit for divorce or legal separation. It may be signed by a judge or a court clerk.
- j. “Letter of Adverse Interest” means any written communication on behalf of a spouse, former spouse, child, or other dependent of the Participant indicating that such spouse, former spouse, child or other dependent has an adverse interest in the Participant’s account(s)/benefit(s) under the Plan.
- k. “Minimum Distribution Payment” means payments made under the Minimum Distribution Annuity that allows participants to meet the minimum distribution requirements under federal law without having to either request payment each year or choose another distribution option.
- l. “Participant” means the employee or former employee of the employer sponsoring the Plan who has an account under such Plan that is the subject of an Order.
- m. “Plan” means the qualified pension, profit-sharing or cash or deferred arrangement, or tax-deferred annuity of an employer, to the extent that the assets of the Plan are on TIAA’s recordkeeping platform. For the avoidance of doubt, “Plan” shall also include a governmental plan or an eligible deferred compensation plan, each as defined in the Code, and a church plan, as defined in ERISA.
- n. “Plan Administrator” means the individual or entity appointed under the terms of the Plan to administer Domestic Relations Orders.
- o. “Sample Model Order(s)” means the Deferred Annuity Order and Immediate Annuity Order templates available from TIAA that can be used for assigning the Participant’s account and/or benefit to an Alternate Payee.

- p. "Transfer Payout Annuities" means certain fixed payment options from certain TIAA Traditional Funding Vehicles.
- q. "Valuation Date" must be the Date of Transfer and is used for the purpose of calculating the Alternate Payee's award.

2. Notification Upon Receipt of Order.

Upon receipt of an Order, TIAA will send written notification of the Order's receipt to the Participant and the Alternate Payee(s) named in the Order by regular mail to the address(es) specified in the Order, and to any other Alternate Payee under a prior QDRO. If the Order does not specify an address, the notice will be sent to the last address of each party that is known to the Plan Administrator. Please note TIAA will not process the Order until TIAA receives an original or certified copy of the Order.

In the event TIAA completes its review of the Order within thirty (30) days of receipt, TIAA shall send, in lieu of the notification described in the preceding paragraph, notification of its determination of the qualified or nonqualified status of the submitted Order to the Participant, the Alternate Payee named in the Order and any other Alternate Payee under a prior QDRO.

A copy of these QDRO Guidelines will be sent with any notice provided under this section 2 (unless previously provided in connection with the same domestic relations matter that is the subject of the Order).

The Participant and the Alternate Payee may each designate a representative for receipt of copies of notices that are sent to the Participant and Alternate Payee under these QDRO Guidelines. Unless the Participant or Alternate Payee otherwise requests, whenever notices are sent to the Participant or Alternate Payee under these QDRO Guidelines, copies also will be sent to their respective designated representatives.

In addition, TIAA will place a disbursement restriction on the Participant's account(s) or benefit payments, as applicable, in accordance with section 4.

3. Notice of a Pending Order

- a. If, prior to the Plan's receipt of an Order, TIAA receives written notice from the Plan Administrator, the Participant, the potential Alternate Payee(s) or their designated representatives that a Participant's account(s) or benefit payments will be subject to a forthcoming Order based on a domestic relations action ("Notice of a Pending Order"), the following will apply:
 - i. TIAA will promptly notify the Participant and each potential Alternate Payee (specified in the Notice of a Pending Order as entitled to a payment of benefits under the Plan) of receipt of the notice. TIAA will follow the procedures in section 2 for delivering notice, including providing a copy of these QDRO Guidelines.

- ii. If the Participant is not receiving annuity payments or Minimum Distribution Payments, TIAA will take the actions deemed necessary to maintain the status of the Participant's account, including, but not limited to, placing a disbursement restriction on the Participant's account(s) in accordance with section 4, unless otherwise directed by the Plan Administrator.
 - iii. If the Participant is receiving annuity payments or Minimum Distribution Payments, TIAA will not place a disbursement restriction on the Participant's account(s) or benefits payments until TIAA receives an Order.
- b. Receipt of the following documents will be considered Notice of a Pending Order:
- i. A court-order or subpoena requesting information about the Participant's account/benefit payments in connection with a domestic relations matter.
 - ii. A draft Order (other than a draft amended Order described in section 7.b.)
 - iii. A court order, including Joinder of the Plan to the domestic relations matter, directing the Plan to prohibit payment of benefits to the Participant pending further order from the court.
 - iv. A Letter of Adverse Interest (as defined in Section 1.j of these Guidelines), provided it (i) clearly identifies the Participant and the Plan to which it applies, and (ii) has been notarized by a notary public or signed by an attorney, or has been filed with a court of competent jurisdiction (i.e., the document must be file-stamped by the court clerk's office).

4. Disbursement Restrictions

The disbursement restrictions will depend upon whether TIAA has received an Order or Notice of a Pending Order (e.g. a draft Order, Joinder or Letter of Adverse Interest). While the Participant's account(s) or benefit payment is(are) subject to a disbursement restriction, he/she may not initiate loans, withdrawals or distributions. However, the Participant may continue to direct the investment of future contributions and existing balances.

a. Order

If the Participant is currently receiving benefits at the time an Order is received, distributions will be suspended as soon as administratively practicable and for the duration of the disbursement restriction period. The disbursement restriction will remain on a Participant's account(s) until the earliest of the following occurs:

- i. In the case of a Deferred Annuity Order, the Date of Transfer;
- ii. In the case of an Immediate Annuity Order, the date the Order is processed. For this purpose, an Immediate Annuity Order is considered processed on the date

all administrative steps are completed by TIAA to split each payment between the Participant and the Alternate Payee, even if the actual payments to the Alternate Payee will not begin for a period of time following TIAA's completion of the administrative steps;

- iii. The expiration of 18-months following receipt of the Order; or
- iv. Receipt of an Order vacating a previously received Order (the receipt of which caused the disbursement restriction to be originally placed on the Participant's account(s)).

b. Notice of a Pending Order

In general, current payment elections by the Participant shall remain in effect. However, any elections to receive Systematic Withdrawal and Transfer payments will be suspended during the disbursement restriction period. The disbursement restriction will remain on a Participant's account(s) until the earliest of the following occurs:

- i. The date Minimum Distribution Payments must commence, but only to the extent of the Minimum Distribution Payments;
- ii. Six (6) months following receipt of the notice. This six (6) month period may be extended for an additional six (6) months from the date TIAA receives a subsequent written notice (other than in the form of a new or subsequent draft Order), provided this subsequent written notice is received before the expiration of the first 6-month period, and the Participant has not commenced Minimum Distribution Payments; or
- iii. Subsequent notice in form and substance acceptable to TIAA indicating that the domestic relations matter has been resolved without affecting the Participant's account(s) under the Plans, e.g. receipt of a court order releasing the Joinder on the Plan(s).

The submission of a new or subsequent draft Order (other than a draft amended Order described in section 7.b.) is considered a separate Notice of a Pending Order. Accordingly, a separate disbursement restriction period will begin upon receipt of the new or subsequent draft Order.

5. Requirements to be a QDRO

- a. The Order must clearly provide the following information in order to be qualified:
 - i. Account Identification

The Order must clearly specify the Plan's name (and the TIAA and CREF contracts and certificates or other investments, if applicable) to which it applies. The Order

will apply to all the Participant's vested assets in the Plan on TIAA's recordkeeping system; provided, however, that the accumulations under any account that are needed to secure (as collateral) an outstanding loan are not available to be awarded to an Alternate Payee.

ii. Participant Information

The Order must clearly specify:

- a) The Participant's name;
- b) Last known mailing address;
- c) Social Security Number; and
- d) Date of Birth.

***Note:** The failure to include the Participant's social security number and date of birth will not cause the Order to be non-qualified. TIAA may request that the Participant's social security number and date of birth be provided in an addendum in form and substance acceptable to TIAA attached to the Order. This addendum will not be part of the public record.*

iii. Alternate Payee Information

The Order must clearly specify:

- a) The Alternate Payee's name;
- b) Last known physical address and mailing address (a mailing address must be included only if it is different than the physical address);
- c) Telephone number;
- d) Social Security Number;
- e) Date of Birth; and
- f) Relationship to the Participant.

***Note:** If the Order pertains to child support, the minor child(ren) **must** be named as the Alternate Payee(s); however, the Order **must** also provide the name and physical and mailing address of the Alternate Payee's legal representative (i.e., guardian, a party acting in loco parentis, a trustee as agent for the Alternate Payee or a Division of Child Support Enforcement acting as an agent for the child.)*

***Note:** If the telephone number, social security number, date of birth and the relationship to the Participant are not included in the Order, TIAA will request that the information be provided in an addendum in form and substance acceptable to TIAA attached to the Order. This addendum will not be part of the public record. The failure to provide this information will not cause the Order to be non-qualified; however, it will delay the processing of the distribution to the Alternate Payee.*

iv. The Alternate Payee's Award

a) *Amount.*

An Order must award the Alternate Payee one of the following:

1. If the Order is a Deferred Annuity Order, a percentage or specific dollar amount of the Participant's account balance in the Plan assets for which TIAA acts as the sole recordkeeper as of the Valuation Date; or
2. If the Order is an Immediate Annuity Order, a percentage or specific dollar amount of the Participant's benefit payments for which TIAA acts as the sole recordkeeper.

b) *Earnings and Adjustments.*

1. If the Order is a Deferred Annuity Order, the Valuation Date must be the Date of Transfer.
2. If the Order is an Immediate Annuity Order, the Alternate Payee will automatically share in any increase or decrease in the Participant's benefit payments at the same percentage as stated in the Alternate Payee's award, unless the Immediate Annuity Order states otherwise.

c) *Timing*

1. If the Order is a Deferred Annuity Order, the Valuation Date must be Date of Transfer.
2. If the Order is an Immediate Annuity Order, the number of payments or the time period to which the Order applies must be specified; provided, however, that an Immediate Annuity Order cannot apply to payments that have been processed before the date the Order is received by TIAA.

b. The Order will be non-qualified if it:

- i. Requires the Plan to provide any type or form of benefit, or any option, which is not otherwise provided by the Plan;

- ii. Provides for increased benefits (determined on the basis of actuarial value);
- iii. Provides for payment of benefits to an Alternate Payee which are required to be paid to a different Alternate Payee under a previous QDRO;
- iv. Contains a beneficiary designation;
- v. Contains a Valuation Date that is not the Date of Transfer; or
- vi. With respect to Deferred Annuity Orders only, provides that the Alternate Payee's award be transferred from a specific contribution source (e.g., the after-tax source only). See section 6.b.iv. below.

Subject to the other requirements of these QDRO Guidelines, an Order will not fail to be treated as qualified solely because of the time at which it is issued or solely because the Order is issued after, or revises, another Order or QDRO (but only if the Order does not assign benefits that are assigned to another Alternate Payee under another QDRO).

6. Determination That Order is a QDRO

If TIAA determines that the Order is qualified, the following will apply:

- a. The Participant and the Alternate Payee, and their representatives, if any, will be notified of TIAA's determination of the Order's qualified status in accordance with the standards set forth in section 2. This notice shall include a statement of the right of the Participant and the Alternate Payee, and their representatives, to dispute this determination, as set forth in section 9 below.
- b. If the QDRO is a Deferred Annuity Order:
 - i. An account under the Plan will be established for the Alternate Payee as soon as administratively feasible following the determination that the Order is qualified. However, if the information necessary to establish the Alternate Payee's account has not been provided to TIAA, e.g. the Alternate Payee's social security number is not included in the Order or an addendum to the Order, TIAA will contact the Alternate Payee to request the missing information at the same time TIAA notifies the Alternate Payee that the Order is qualified, in accordance with the standards set forth in section 2. Failure to supply any missing information will delay establishment of the Alternate Payee's account.
 - ii. Once the account is established, the Alternate Payee will receive a letter with instructions for contacting TIAA's National Contact Center and accessing TIAA's website. All distributions of the Alternate Payee's account must be initiated in accordance with the administrative procedures that have been established for the Plan and are subject to any applicable restrictions in the

Funding Vehicles. All requests for distributions, rollovers, current account statements, designation of a beneficiary, direction of investments or requests for information, related to the Alternate Payee's account, must be initiated in accordance with the Plan's administrative procedures.

- iii. The Alternate Payee's award will be transferred from the Participant's investment options in effect as of the Date of Transfer. No portion of any outstanding loan balance shall be transferred to the Alternate Payee. However, if the Participant's account includes brokerage funds, the QDRO Relationship Manager ("QRM") assigned to the Participant and the Alternate Payee will coordinate with them to liquidate the brokerage fund assets needed to satisfy the Alternate Payee's award. If a QRM has not been assigned to the Participant and the Alternate Payee, or the Participant and the Alternate Payee are unsure if a QRM has been assigned, they should contact TIAA's National Contact Center at 1-800-842-2252. Consultants are available weekdays from 8 a.m. to 10 p.m. (ET). An Order will not be qualified if the award cannot be satisfied without including the assets currently held in the brokerage funds.
- iv. The Alternate Payee's award must be transferred proportionately from all contribution sources in the Participant's account(s) as of the Date of Transfer. The Order cannot specify that the Alternate Payee's award be transferred from a specific contribution source (e.g., the after-tax source only). Orders that provide for this will be non-qualified.
- v. Until the Alternate Payee provides investment directions, the account established for the Alternate Payee will remain invested in the same manner as it was invested by the Participant on the Date of Transfer. However, if the Alternate Payee's award includes a Transfer Payout Annuity, all payments from the Transfer Payout Annuity will be deposited in the Plan's default investment option until otherwise directed by the Alternate Payee.
- vi. The Alternate Payee's award will be adjusted for earnings and losses from the Date of Transfer to the Date of Distribution.
- vii. Specific rollover instructions contained in the Order will be disregarded. However, an Alternate Payee who is a spouse or former spouse may separately elect a rollover distribution pursuant to the administrative procedures of the Plan following the Date of Transfer. An award paid to an Alternate Payee who is a child or other dependent cannot be rolled over.
- viii. If an Order is silent regarding the payment of benefits in the event that the Alternate Payee dies prior to the complete distribution of his/her account, the Alternate Payee will have the right to designate a beneficiary in the same manner that the Participant could designate a beneficiary under the Plan, and the Alternate Payee's account will be distributed to his or her beneficiary. If the Alternate Payee does not designate a beneficiary, then his or her account

shall be distributed in accordance with the administrative procedures established for the Plan.

c. If the Order is an Immediate Annuity Order:

- i. The Alternate Payee shall receive payment of his/her award as soon as administratively feasible following the later of (i) qualification of the Order, or (ii) the date stated in the Order. The portion of each benefit payment (e.g. a flat-dollar amount or percentage) assigned to the Alternate Payee under an Immediate Annuity Order will be made from the payments processed after TIAA determines that the Order is a QDRO.
- ii. If an Order is silent regarding the payment of benefits in the event that the Alternate Payee dies prior to the complete distribution of the award, the payments due to the Alternate Payee will revert to the Participant.
- iii. Unless ended earlier in accordance with the time stated in the Order, payments to the Alternate Payee will cease upon the Participant's death, subject to any right to survivor benefits.

7. Determination that the Order is not a QDRO

If TIAA determines that the Order is non-qualified, the following will apply:

- a. The Participant and the Alternate Payee, and their representatives, if any, will be notified of TIAA's determination of an Order's non-qualified status in accordance with the standards set forth in section 2. This notice will clearly identify and detail the deficiencies in the Order and the information necessary to render the Order qualified pursuant to these QDRO Guidelines.
- b. Subsequent to the determination that an Order is non-qualified, a draft amended Order must be provided to TIAA for review within 18 months following receipt of the original Order. (A draft amended Order is defined as an Order that has not been executed by a court of proper jurisdiction and follows an Order that TIAA has reviewed and determined to be non-qualified relative to the same domestic relations proceeding.)

8. Requests for Information for Drafting QDROs.

A Participant may access information about his or her account or benefit payments at any time by calling 1-800-842-2252. Information regarding the Participant's account or benefit payments will be provided in writing to parties other than the Participant only in response to a properly served subpoena or other court-order requesting information about the Participant's account or benefit payments, or authorization from the Participant in the following manner: (i) notarized written authorization, or (ii) written authorization sent by secure electronic message from the Participant's My Account homepage. For questions regarding a Participant's account

or benefit payments, please call 1-800-842-2252. Consultants are available weekdays from 8 a.m. to 10 p.m. (ET).

Upon request, TIAA will also provide a copy of the Sample Model Orders that would be acceptable under these QDRO Guidelines. Since each QDRO is unique, TIAA does not require use of the Sample Model Orders. However, no Order will be qualified unless it meets the requirements of ERISA (if applicable), the Code and these QDRO Guidelines.

9. Disputes.

Once an Order is determined to be a QDRO, TIAA will proceed with processing the Alternate Payee's award in accordance with the QDRO. Notwithstanding the preceding sentence, if either the Participant, the Alternate Payee and/or their designated representative contact TIAA to indicate that there is a dispute regarding the terms of the Order, or TIAA's determination that an Order is qualified, TIAA will place a temporary disbursement restriction on the Participant's and the Alternate Payee's account(s) or benefit payments for up to **60 days**. In general, notice of a dispute must be provided **in writing** within **(30) days** following the date of TIAA's written notification that an Order has been determined to be qualified. However, a temporary disbursement restriction will be placed if TIAA receives **verbal notification** of a dispute within **(30) days** following the date of TIAA's written notification that an Order has been determined to be qualified, provided **written notification** of the dispute is then received by TIAA within **(48) hours** of the verbal notification.

If a new Order or court document demonstrating that the parties are in dispute and intend to seek an amended Order is not received within **60 days** of TIAA receiving written notification of the dispute, the disbursement restriction on the Participant's and the Alternate Payee's account(s) or benefit payments will be removed and the terms of the original QDRO will be honored.

If, following TIAA's receipt of a notice of dispute, the Participant and Alternate Payee notify TIAA in writing signed by each party and notarized indicating that they are no longer disputing the terms of the QDRO, TIAA will lift the temporary disbursement restriction. This subsequent notice shall be considered a waiver of their rights to dispute the terms of the QDRO. The Alternate Payee will be entitled to take a distribution or continue receiving payment of benefits, assuming he/she is otherwise entitled to do so in accordance with the terms of the QDRO and the Plan

10. Contacting TIAA

All written notices, submission of documents and disputes shall be sent to:

TIAA
Attn: QDRO Unit
P.O. Box 1259
Charlotte, NC 28201

FAX: (800) 914-8922
(draft Orders only)

RETIREMENT ACCUMULATIONS AND DOMESTIC RELATIONS MATTERS FREQUENTLY ASKED QUESTIONS

In providing this overview, TIAA is not providing legal, tax or investment advice, and will not be held liable for errors or omissions in any domestic relations orders received.

Please review all materials with counsel.

Overview: TIAA accounts and contracts are designed to provide an array of income options to meet our clients' financial needs at retirement. In general, TIAA accounts and contracts cannot be assigned to someone other than the account or contract holder. An exception exists for assignments made pursuant to a domestic relations order ("Order"), such as a divorce decree or decree of separate maintenance. If the TIAA accounts or contracts involve an employer-sponsored retirement plan, such as a 403(b) or 401(k) plan, TIAA will not assign any portion of the TIAA account or contract unless the Order meets the requirements of a Qualified Domestic Relations Order ("QDRO"), as defined under federal law.

These FAQs consist of two (2) distinct parts: Part 1 contemplates account and contract splits involving an employer-sponsored retirement plan. Part 2 contemplates an account split involving an Individual Retirement Account. We recommend that all FAQs be reviewed.

If, after reviewing the FAQs, you have further questions, please speak to your QDRO relationship manager ("QRM") for specifics pertaining to your situation. If you do not have a QRM, please contact TIAA's National Contact Center at 1-800-842-2252. Consultants are available weekdays from 8a.m. to 10p.m. (ET).

Part 1 – Account and Contract Splits Involving Employer-Sponsored Retirement Plans

A. General Information

1. How do I start the process for splitting an account or contract involving an employer-sponsored retirement plan?

You should contact TIAA's National Contact Center at 1-800-842-2252 and request an Information Kit. The Information Kit explains the circumstances under which an account or contract involving an employer-sponsored retirement plan can be split. In addition, TIAA will assign you a QDRO relationship manager ("QRM") to help guide you through the process. Consultants are available weekdays from 8a.m. to 10p.m. (ET).

2. What is a domestic relations order?

A domestic relations order (an "Order") means any executed judgment, decree or order (including approval of a property settlement agreement) issued by a state authority which relates to the provision of child support, alimony payments or marital property rights to an Alternate Payee, and which is made pursuant to a state domestic relations law (including a community property law). An Order may be issued by a court of law or by a state agency, such as a child support enforcement agency. An account or contract will

not be split unless the Order meets the requirements of a qualified domestic relations order (a “QDRO”).

3. Who can be an Alternate Payee?

An Alternate Payee can be the spouse, former spouse, child or other dependent of the account-holder or contract-holder.

4. Who determines if an Order is a QDRO?

TIAA will determine if an Immediate Annuity Order is a QDRO. An Immediate Annuity Order (sometimes referred to as a Shared Interest Order) should be used when the Participant is currently receiving lifetime and/or fixed-period annuity payments. Please refer to Part 1, Section C for specific FAQs regarding Immediate Annuity Orders.

TIAA may determine if a Deferred Annuity Order is a QDRO only if the Plan Administrator of the employer-sponsored retirement plan has delegated this responsibility to TIAA. A Deferred Annuity Order (sometimes referred to as a Separate Interest Order) should be used when the Participant is not currently taking withdrawals from his/her account or contract as lifetime or fixed-period annuity payments. Please refer to Part 1, Section B for specific FAQs regarding Deferred Annuity Orders.

If the Plan Administrator of the employer-sponsored retirement plan is responsible for determining if a Deferred Annuity Order is a QDRO, or has delegated that responsibility to a third-party vendor other than TIAA, the Information Kit described in Part 1, FAQ A-1 will contain the contact information for the Plan Administrator or other third-party vendor. Please be sure to contact the Plan Administrator or other third-party vendor regarding their procedures for processing QDROs.

Regardless of who determines if an Order is a QDRO, TIAA can only process an Order if the account or contract is maintained on TIAA’s recordkeeping platform.

5. How does TIAA process Orders if the Participant has accounts or is receiving benefit payments from more than one employer-sponsored retirement plan?

It will depend on the type of Order and the QDRO review process for each of the employer-sponsored retirement plans named in the Order.

As noted in the preceding FAQ A-4, TIAA will determine if an Immediate Annuity Order is a QDRO. Once TIAA determines the Immediate Annuity Order is a QDRO, TIAA can proceed with processing the benefit payments that are the subject of the Immediate Annuity Order.

If each Plan Administrator has delegated the responsibility for determining if a Deferred Annuity Order is a QDRO to TIAA (as described in the preceding FAQ A-4), TIAA will process the Order in accordance with TIAA’s Approval Process and Guidelines for

Domestic Relations Orders (the “Guidelines”). The Guidelines will be provided to you in the Information Kit described in Part 1, FAQ A-1.

However, if the Plan Administrator for one or more of the employer-sponsored retirement plans named in the Deferred Annuity Order is responsible for determining if the Order is a QDRO, TIAA cannot complete the splitting process for the Order until TIAA receives approval from the responsible Plan Administrator(s). This may delay the splitting of all or a portion of the accounts from the employer-sponsored retirement plans named in the Order. The QRM assigned to you (as described in Part 1, FAQ A-1) will be able to assist you in this regard.

Except for Part 1, FAQs A-6 through A-10, the balance of the Part 1 FAQs assume TIAA has been delegated the responsibility for determining if a Deferred Annuity Order is a QDRO. Please contact your QRM if you have any additional questions regarding the QDRO process for any employer-sponsored retirement plan for which TIAA does not determine if the Deferred Annuity Order is a QDRO.

6. Does TIAA provide sample QDROs?

Yes, TIAA will provide sample QDROs for use by Participants and Alternate Payees of employer-sponsored retirement plans in the Information Kit described in Part 1, FAQ A-1.

Please refer to Part 2 of these FAQs if you are looking to split an Individual Retirement Account.

7. Which sample QDRO should I use?

It depends on the requirements of the employer-sponsored retirement plan and the current pay status of the Participant. Please refer to the immediately following FAQ A-8 and FAQ A-9 for further details.

8. How do the requirements of the employer-sponsored retirement plan indicate which sample QDRO I should use?

Since TIAA will determine if an Immediate Annuity Order is a QDRO, this FAQ A-8 only applies to Deferred Annuity Orders

If the Plan Administrator of an employer-sponsored retirement plan requires Participants and Alternate Payees to use its sample QDRO, the sample QDRO required by the Plan Administrator will be included in the Information Kit described in Part 1, FAQ A-1 or TIAA will provide the contact information of the Plan Administrator in order for the parties to obtain their sample QDRO and must be used to split accounts from that specific employer-sponsored retirement plan.

However, if the Plan Administrator of an employer-sponsored retirement plan does not

require use of its sample QDRO, you may use TIAA's sample Deferred Annuity QDRO. TIAA's sample Deferred Annuity QDRO will also be included in the Information Kit described in Part 1, FAQ A-1 if the Order will involve an employer-sponsored retirement plan that does not require use of its own sample QDRO.

9. How does the Participant's current pay status affect which of TIAA's sample QDROs I should use?

If the Participant has not yet commenced lifetime or fixed-period annuity payments, TIAA's sample Deferred Annuity Order is appropriate. A Deferred Annuity Order should be used even if the Participant is currently receiving Transfer-Payout Annuity payments, Minimum Distribution Payments, or Interest-Only Payments. Please refer to Part 1, Section B for specific FAQs regarding Deferred Annuity Orders.

If the Participant has commenced lifetime or fixed-period annuity payments, TIAA's sample Immediate Annuity Order is appropriate. Please refer to Part 1, Section C for specific FAQs regarding Immediate Annuity Orders.

10. Must the sample TIAA QDROs be used?

No. However, TIAA's sample QDROs are a good indication of what information TIAA will require to deem an Order a QDRO.

Recall, however, that if the Plan Administrator of an employer-sponsored retirement plan requires use of its own QDRO template for Deferred Annuity Orders, you must use their sample QDRO. Please refer to Part 1, FAQ A-7 and Part 1, FAQ A-8 for information regarding use of sample QDROs.

11. Should a draft Order be reviewed by TIAA before submitting an executed Order for review?

While it is not required, TIAA strongly recommends that all Orders be submitted in draft form for review before submitting an executed Order for review. TIAA's review of a draft Order should help expedite the process for splitting TIAA accounts or contracts by identifying required items that need correction. For example, Orders pertaining to certain TIAA products must contain specific terms to be considered QDROs. In addition, the Order must specifically identify the TIAA Contract, CREF Contract and/or Other Investment option that should be used to fund the Alternate Payee's award.

Draft Orders may be faxed to 800-914-8922 for review by TIAA.

12. When Will TIAA Review an executed Order?

TIAA will review an executed Order upon receipt. However, no account or contract splits will be processed until TIAA receives an original or certified copy of the Order. Facsimiles, emails, and/or photo-copies of an executed Order will not be accepted for processing.

A hard copy of the original or certified copy of the Order must be mailed to the following address:

TIAA
Attn: QDRO Unit
P.O. Box 1259
Charlotte, NC 28201

13. What disbursement restrictions, if any, are placed on a Participant's account or contract if TIAA receives an Order?

Any disbursement restrictions will depend upon whether TIAA receives an executed Order or notice that an Order may be forthcoming (a "Pending Order"). During a disbursement restriction period, the Participant may not initiate loans, withdrawals or distributions. However, the Participant may continue to direct the investment of future contributions and existing balances.

a. *Order*

If TIAA receives an executed Order, the disbursement restriction will remain in effect for a period of no longer than 18-months following receipt of the Order. However, the disbursement restriction may be lifted earlier. Please refer to Part 1, FAQ B.8 and Part 1, FAQ C.3 for additional FAQs regarding disbursement restrictions involving Deferred Annuity Orders and Immediate Annuity Orders.

b. *Pending Order*

TIAA will treat the receipt of the following documents as notice of a Pending Order: (i) a court-order or subpoena requesting information about a Participant's account/benefit payments in connection with a domestic relations matter, (ii) a draft Order, (iii) a court order, including Joinder of the Plan to the domestic relations matter, directing an employer-sponsored retirement plan to prohibit payment of benefits to the Participant pending further order from the court, or (iv) a Letter of Adverse Interest provided it (a) clearly identifies the participant and the employer-sponsored retirement plan to which it applies, and (b) has been notarized by a notary public or signed by an attorney, or has been filed with a court of competent jurisdiction (i.e., the document must be file-stamped by the court clerk's office). The disbursement restriction will remain on a Participant's account, in general, for a period of no longer than six (6) months. However, the disbursement restriction may be extended or lifted earlier, depending on the circumstances. Any Minimum Distribution Payments required during the disbursement restriction period will be paid to the Participant. In addition, current payment elections, other than those for Systematic Withdrawal and Transfer payments, will continue to be made to the Participant. As a result, funds

may be paid out of the account or contract before an Order is received. TIAA cannot process an account or contract split unless the account or contract contains sufficient assets.

For this purpose, a Letter of Adverse Interest is any written communication on behalf of a prospective Alternate Payee indicating that the prospective Alternate Payee has an adverse interest in the Participant's account or benefit payments under the employer-sponsored retirement plan.

14. What Does TIAA Do Upon Receipt of an executed Order or a draft Order?

TIAA will review the executed or draft Order to determine if it meets the requirements to be a QDRO. In general this review is completed within thirty (30) days of receipt of the executed or draft Order. TIAA will notify the Participant, the Alternate Payee and any other Alternate Payee under a prior QDRO of its determination. In the event the executed or draft Order would not meet the requirements to be a QDRO, TIAA's notice will explain why the executed or draft Order is noncompliant.

If TIAA cannot make its determination within thirty (30) days of receipt, TIAA will send notice acknowledging receipt of the executed or draft Order to the Participant, the Alternate Payee and any other Alternate Payee under a prior QDRO.

15. Can the Participant or Alternate Payee Dispute the terms of a QDRO or TIAA's Determination that an Order is a QDRO?

Yes. Once an Order is determined to be a QDRO, TIAA will proceed with processing the Alternate Payee's award in accordance with the QDRO. However, if either the Participant, the Alternate Payee and/or their designated representative (e.g. their attorney) contacts TIAA to indicate that there is a dispute regarding the terms of the Order, or TIAA's determination that an Order is qualified, TIAA will place a temporary disbursement restriction on the Participant's and the Alternate Payee's account(s) or benefit payments for up to 60 days. In general, notice of a dispute must be provided in writing within thirty (30) days following the date of TIAA's written notification that an Order has been determined to be qualified. However, a temporary disbursement restriction will be placed if TIAA receives verbal notification of a dispute within thirty (30) days following the date of TIAA's written notification that an Order has been determined to be qualified, provided written notification of the dispute is then received by TIAA within forty-eight (48) hours of the verbal notification.

If a new, executed Order or court document demonstrating that the parties are in dispute and intend to seek an amended Order is not received within 60 days of TIAA receiving written notification of the dispute, the disbursement restriction on the Participant's and the Alternate Payee's account(s) or benefit payments will be removed and the terms of the original QDRO will be honored.

If, following TIAA's receipt of a notice of dispute, the Participant and Alternate Payee

notify TIAA in writing signed by each party and notarized indicating that they are no longer disputing the terms of the QDRO, TIAA will lift the temporary disbursement restriction. The Alternate Payee will be entitled to take a distribution or continue receiving payment of benefits, assuming he/she is otherwise entitled to do so in accordance with the terms of the QDRO and the Plan.

16. Can a QDRO Change Current Beneficiary Designations?

No. The Participant's beneficiary designations for any employer-sponsored retirement plan will be determined in accordance with the terms of the applicable Plan. Additionally, all beneficiary designation changes must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the applicable employer-sponsored retirement plan.

TIAA recommends that the Participant review his or her beneficiary designations during or following a domestic relations matter affecting retirement plan assets.

17. Can a Participant's account or contract be subject to more than one QDRO?

Yes, a Participant's account or contract can be subject to more than one QDRO, e.g. if a Participant is divorcing a subsequent spouse. If an Order concerns an account or contract that is subject to a previously approved QDRO, TIAA will notify the Alternate Payee and any other Alternate Payee under a prior QDRO. In no instance, however, can an Alternate Payee's award include amounts already assigned to the other Alternate Payee under the prior QDRO, nor can an Alternate Payee's award exceed the assets available in the Participant's account or contract.

18. Can a previously approved QDRO be revised?

Yes, a previously approved QDRO can be revised to increase or decrease the amount of the award to the Alternate Payee. However, any distribution or payments already made in accordance with the previously-approved QDRO will not be rescinded.

19. Is There a Time-Limit By Which an Order Must be Submitted?

No, an Order will not fail to be a QDRO solely because of the time at which it is issued. For example, an Order can be a QDRO issued after a divorce is finalized and even after the Participant has died. However, the Order would still need to meet all the requirements of a QDRO, including, for example, not requiring the employer-sponsored retirement plan to pay benefits not otherwise provided for under the terms of the plan.

B. Deferred Annuity Orders

1. What is a Deferred Annuity Order?

A Deferred Annuity Order divides a Participant's account or contract into two separate

accounts or contracts: one for the Participant and one for the Alternate Payee. A Deferred Annuity Order is sometimes referred to as a Separate Interest Order.

2. When Should a Deferred Annuity Order be Used?

A Deferred Annuity Order should be used when the Participant is not currently taking withdrawals from his/her account or contract as lifetime or fixed-period annuity payments. A Deferred Annuity Order should also be used for Participants who are currently receiving payments from a Transfer Payout Annuity, Minimum Distribution Payments or Interest-Only Payments.

3. What are Transfer Payout Annuities, Minimum Distribution Payments and Interest-Only Payments?

A Transfer Payout Annuity provides for certain fixed payment options from certain TIAA Traditional Funding Vehicles.

Minimum Distribution Payments are payments made under the Minimum Distribution Annuity that allows Participants to meet the minimum distribution requirements under federal law without having to either request payment each year or choose another distribution option.

Interest-Only Payments are payment made under the Interest Payment and Retirement Annuity available under certain TIAA Traditional Funding Vehicles.

4. What is the Valuation Date and the Date of Transfer and How are they Used to split Accounts or Contracts under a Deferred Annuity Order?

The Valuation Date is used to determine the amount that will be awarded to the Alternate Payee. The Date of Transfer is the date the Alternate Payee's account is funded following the determination that the Deferred Annuity Order is a QDRO. The Valuation Date must be the Date of Transfer.

5. What if the assets (or accumulations) in the Participant's account are being used as collateral on an outstanding loan?

If the assets (or accumulations) in a Participant's account are being used as collateral on an outstanding loan, the assets (or accumulations) in the account are not available to be awarded to an Alternate Payee. However, the assets (or accumulations) in the account may be taken into account in determining the total value of a Participant's account under an employer-sponsored retirement plan.

It may be more appropriate to transfer other accounts or assets of the Participant if the designated account has insufficient assets to fund the award to be made to the Alternate Payee. Any instructions to use another accounts or assets of the Participant held in an

employer-sponsored retirement plan must be specified in a QDRO.

6. What if the Participant's account or contract includes brokerage funds?

If the Participant's account or contract includes brokerage funds, the QDRO Relationship Manager ("QRM") assigned to the Participant and the Alternate Payee will coordinate with them to liquidate the brokerage fund assets needed to satisfy the Alternate Payee's award. If a QRM has not been assigned to the Participant and the Alternate Payee, or the Participant and the Alternate Payee are unsure if a QRM has been assigned, they should contact TIAA's National Contact Center at 1-800-842-2252. Consultants are available weekdays from 8 a.m. to 10 p.m. (ET). An Order will not be qualified if the award cannot be satisfied without including the assets currently held in the brokerage funds.

7. How Do the Disbursement Restrictions Apply to Deferred Annuity Orders?

As noted in Part 1, FAQ A-13 above, TIAA may place a disbursement restriction on a Participant's account or contract upon receipt of an Order or Pending Order.

Disbursement restrictions placed following receipt of a Deferred Annuity Order may be lifted prior to the end of the 18-month period described in Part 1, FAQ A-13 upon the Date of Transfer or receipt of a subsequent Order canceling the Order that caused the disbursement restriction to be placed on the Participant's account or contracts.

Disbursement restrictions placed following receipt of a Pending Order may be extended beyond the six (6) month period described in Part 1, FAQ A-13 (i.e. for an additional six (6) month period) if TIAA receives written notice or another draft within the existing six (6) month period that additional time is needed to prepare the Order. In addition, any disbursement restrictions placed following receipt of a Pending Order will be lifted prior to the end of the six (6) month period described in Part 1, FAQ A-13 to the extent Minimum Distribution Payments must begin or be made, or if TIAA receives subsequent notice in form and substance acceptable to TIAA that the domestic relations matter has been resolved without affecting the Participant's accounts or contracts.

8. What Happens if the Deferred Annuity Order is determined to be a QDRO?

The Participant's account or contract will be split with the Alternate Payee. In general, this split takes three (3) to six (6) weeks to complete. However, it may take longer if the Alternate Payee has not provided the information necessary to set up his or her account or contract, e.g. social security number. In addition, as noted in Part 1 FAQ A-11, TIAA will not split an account or contract until TIAA receives an original or certified copy of the Order.

Once the account or contract is funded, the Alternate Payee will receive a letter with instructions for contacting TIAA to learn more about the Alternate Payee's right and obligations, e.g. how to access TIAA's website, how to make investment elections, how to request a distribution of funds, etc.

Please refer to Part 1 FAQ B-10 and Part 1 FAQ B-11 for specific information regarding the splitting of Transfer Payout Annuities and Minimum Distribution Payments.

9. How are Transfer Payout Annuities Split?

In order to transfer funds from a Participant's Transfer Payout Annuity contract to a Transfer Payout Annuity contract for the Alternate Payee, a conduit Retirement Annuity will be issued in the Alternate Payee's name. The conduit Retirement Annuity will be identical to the original Retirement Annuity contract owned by the Participant that was converted to the Transfer Payout Annuity. All amounts in the conduit Retirement Annuity will be converted to the Alternate Payee's Transfer Payout Annuity contract and annual installment payments will be made to the Alternate Payee. Unless a different distribution option is selected by the Alternate Payee, the annual installments made from the Transfer Payout Annuity will be transferred to the conduit Retirement Annuity. All amounts redirected to the conduit Retirement Annuity will be invested in the default investment option under the employer-sponsored retirement plan until otherwise directed by the Alternate Payee.

10. How are Minimum Distribution Payments Split?

In general, federal law requires that distributions from the employer-sponsored retirement plan must begin no later than April 1st of the year following the year in which the Participant attains the age mandated by federal law. A Participant can automatically comply with federal law by receiving Minimum Distribution Payments from his or her Minimum Distribution Annuity.

If the QDRO requires a transfer of funds from the Participant's Minimum Distribution Annuity to a Minimum Distribution Annuity for the Alternate Payee, a conduit annuity identical to the annuity that funded the Participant's Minimum Distribution Annuity (the "Originating Annuity") will be issued in the Alternate Payee's name. All amounts in the conduit Originating Annuity will then be moved to the Alternate Payee's Minimum Distribution Annuity, which will make the Minimum Distribution Payments required by federal law based on the Participant's age.

11. Does the Alternate Payee have to complete an enrollment form to open his or her account or contract?

No. TIAA will issue accounts or contracts in the name of the Alternate Payee for the awarded funds. TIAA will use the Alternate Payee's personal information, e.g. social security number, to establish the account. This personal information is either set forth in the QDRO or provided by the Alternate Payee or his/her attorney in writing (in form and substance acceptable to TIAA) as an addendum to the QDRO.

12. Can the Alternate Payee add Additional Funds to his/her Awarded Account or Contract?

No. However, the Alternate Payee may consider other investment products that are appropriate for his or her investment needs.

13. Can the Alternate Payee reallocate how the awarded Account or Contract is Invested?

Yes. Investment allocation changes may be made by the Alternate Payee only after the account is split, subject to the terms of the contract and the employer-sponsored retirement plan. Since the Alternate Payee's award will be adjusted for market fluctuations between the Date of Transfer and the date the Alternate Payee takes a distribution from his/her account, the Alternate Payee should review and understand how his or her account is invested. See Part 1, FAQ B-15 and Part 1, FAQ B-16 for a discussion regarding distributions to the Alternate Payee.

Please contact TIAA's National Contact Center at 1-800-842-2252 for instructions regarding investment elections. Consultants are available weekdays from 8 a.m. to 10 p.m. (ET).

14. Is the Splitting of an Account or Contract the same as a Distribution?

No. Splitting the Participant's account or contract separates the Alternate Payee's award from the account or contract of the Participant by establishing a separate account or contract for the Alternate Payee. No payments are made to the Alternate Payee as a result of the account or contract split. Please refer to Part 1 FAQ B-16 for a discussion of when the Alternate Payee can take a distribution from his/her account or contract.

15. When Can the Alternate Payee take a Distribution from his/her awarded Accounts or Contracts?

Distributions to the Alternate Payee must be initiated in accordance with the administrative procedures that have been established for the employer-sponsored retirement plan and will be subject to any applicable restrictions in the contract. However, Minimum Distribution Payments must be paid to the Alternate Payee.

In addition, for awards other than Minimum Distribution Payments, the Alternate Payee must commence distribution in accordance with tax law requirements. This means that payments must begin no later than date by which payments to the Participant must begin.

16. What Are the Tax Consequences to the Participant and Alternate Payee?

There are no tax consequences to the Participant and Alternate Payee at the time the account or contract is split. However, distributions to the Alternate Payee from his/her account will be taxable to him/her, provided the Alternate Payee is the Participant's spouse or former spouse. Taxes may be deferred in the event the Alternate Payee rolls over the distribution to another plan or Individual Retirement Account. Distributions to Alternate Payees who are not the Participant's spouse or former spouse, e.g. a child or other

dependent, will be taxable to the Participant.

17. Can the Alternate Payee Rollover his/her Award?

A rollover cannot be made at the time the account or contract is split for the benefit of the Alternate Payee. However, once amounts are available to be distributed to the Alternate Payee under the terms of the employer-sponsored retirement plan and contract, they can be rolled over to another plan or Individual Retirement Account if the Alternate Payee is the Participant's spouse or former spouse.

18. What Happens if either the Participant or Alternate Payee Die While the Order is Being Reviewed?

TIAA will proceed with its process for reviewing the Order. As noted in Part 1, FAQ A-19, a QDRO can be issued after the Participant has died. Similarly, unless the Order provides otherwise, an award will be made on behalf of the deceased Alternate Payee even if he or she dies before the Order is reviewed and processed, provided the Order is determined to be a QDRO.

19. What Happens if the Alternate Payee Dies Prior to a Complete Distribution of His/Her Account?

If an Order is silent regarding the payment of benefits in the event that the Alternate Payee dies prior to the complete distribution of his/her account, the Alternate Payee will have the right to designate a beneficiary in the same manner that the Participant could designate a beneficiary under the employer-sponsored retirement plan, and the Alternate Payee's account will be distributed to his or her beneficiary. If the Alternate Payee does not designate a beneficiary, then his or her account will be distributed in accordance with the administrative procedures established for the employer-sponsored retirement plan.

C. Immediate Annuity Orders

1. What is an Immediate Annuity Order?

An Immediate Annuity Order assigns a flat-dollar amount or percentage of each benefit payment to the Alternate Payee. An Immediate Annuity Order is sometimes referred to as a Shared Interest Order.

2. When Should an Immediate Annuity Order be Used?

An Immediate Annuity Order should be used when the Participant is currently receiving lifetime and/or fixed-period annuity payments.

3. How Do the Disbursement Restrictions Apply to Immediate Annuity Orders?

As noted in Part 1 FAQ A-13, TIAA may place a disbursement restriction on a Participant's account or contract upon receipt of an Order or Pending Order. However,

if a Participant is currently receiving lifetime and/or fixed-period annuity payments, a disbursement restriction will only be applied upon receipt of an Order.

Disbursement restrictions placed following receipt of an Immediate Annuity Order may be lifted prior to the end of the 18-month period described in Part 1, FAQ A-13 on the date all administrative steps are completed by TIAA to split each payment between the Participant and Alternate Payee, or receipt of a subsequent Order canceling the Order that caused the disbursement restriction to be placed on the Participant's benefit payments.

The flat-dollar amount or percentage of each benefit payment assigned to the Alternate Payee under an Immediate Annuity Order will be made from the periodic payments processed after TIAA determines that the Order is a QDRO, unless the Order provides otherwise. For example, all benefit payments that were subject to a disbursement restriction during the period in which the Order was being reviewed will not be split, unless the Order otherwise provides. Please see Part 1 FAQ C-2 for a description of the disbursement restrictions applicable to Immediate Annuity Orders.

4. What Happens if the Immediate Annuity Order is determined to be a QDRO?

The Alternate Payee will begin to receive his/her benefit payments as soon as administratively feasible following the later of (i) the qualification of the Order, or (ii) the date stated in the Order. In general, this split takes six (6) weeks to complete. However, it may take longer if the Alternate Payee has not provided the information necessary to make the split, e.g. provided his or her social security number.

As noted in Part 1 FAQ C-3, the flat-dollar amount or percentage of each benefit payment assigned to the Alternate Payee under an Immediate Annuity Order will be made from the periodic payments processed after TIAA determines that the Order is a QDRO, unless the Order provides otherwise.

5. What Are the Tax Consequences to the Participant and Alternate Payee?

Benefit payments to the Alternate Payee will be taxable to him/her, provided the Alternate Payee is the Participant's spouse or former spouse. Distributions to Alternate Payees who are not the Participant's spouse or former spouse, e.g. a child or other dependent, will be taxable to the Participant.

6. Does the Alternate Payee Need to Complete Any Tax Forms to Receive Benefit Payments?

Yes, if the Alternate Payee is the spouse or former spouse of the Participant he/she will need to provide TIAA with a signed Form W-9 ("Request for Taxpayer Identification Number and Certification") and Form W-4P ("Withholding Certificate for Pension or Annuity Payments").

The Form W-9 is used to certify the Alternate Payee's social security number and back-up withholding.

The Form W-4P is used by the Alternate Payee to elect whether federal income taxes should be withheld from the annuity payments and, if so elected, at what amount.

7. What Happens if the Participant or Alternate Payee Dies?

Payments to the Alternate Payee pursuant to an Immediate Annuity Order will end upon the Participant's death, unless ended earlier in accordance with the terms of the QDRO.

If an Order is silent regarding the payment of benefits in the event that the Alternate Payee dies prior to the complete distribution of the award, the payments due to the Alternate Payee will revert to the Participant.

Part 2 – Account Splits Involving an Individual Retirement Account (IRAs)

1. Why Are Account Splits Involving IRAs Treated Differently than Account Splits Involving Employer-Sponsored Retirement Plans?

In many instances, federal law prohibits the splitting of assets held in an employer-sponsored retirement plan. An exception exists for splits made pursuant to a QDRO. In addition, federal law limits the circumstances under which a participant in an employer-sponsored retirement plan can take a distribution from his/her account. These same limitations do not apply to assets held in an IRA. In other words, assets in an IRA can be distributed at any time. Please note, however, that IRA distributions are taxable, and are subject to a 10% additional income tax charge unless you meet certain exceptions under the law.

Please consult with your personal tax advisor to determine the federal tax consequences of distributions from an IRA.

2. How do I start the process for splitting an account or contract involving an IRA?

You should contact TIAA's National Contact Center at 1-800-842-2252 and request an IRA Information Letter. The IRA Information Letter explains how an IRA can be split in a domestic relations matter. In addition, TIAA will assign you a QDRO relationship manager ("QRM") to help guide you through the process. Consultants are available weekdays from 8a.m. to 10p.m. (ET).

3. Under What Circumstances Will TIAA Split an IRA in a Domestic Relations Matter?

TIAA will split an IRA in a domestic relations matter only upon receipt of an Order, as defined in Part 2 FAQ 4 below, and, where applicable, a Letter of Instruction, as defined in Part 2 FAQ 5 below.

4. What is an Order for purposes of splitting an IRA?

For purposes of splitting an IRA, an Order means any executed judgment, decree or order (including approval of a property settlement agreement) issued by a state authority which relates to the provision of child support, alimony payments or marital property rights, and which is made pursuant to a state domestic relations law (including a community property law). An Order may be issued by a court of law or by a state agency, such as a child support enforcement agency. However, in order for an IRA split to receive favorable tax treatment as described in Part 2 FAQ 11 below, the Order must be a divorce or separation instrument as defined in Part 2 FAQ 12 below.

5. What is a Letter of Instruction for purposes of splitting an IRA?

A Letter of Instruction is a document used to supplement an Order of divorce or separate maintenance when the Order does not set forth the details for splitting an IRA. The Letter of Instruction must be signed and dated by the IRA account holder and the IRA account holder's spouse or former spouse, and must be notarized.

6. Does TIAA have a sample Order and a sample Letter of Instruction that Can Be Used for an IRA Split?

Yes. The sample Order and sample Letter of Instruction will be included with the IRA Information Letter described in Part 2 FAQ 2 above.

7. Must the Parties Use the sample Order and, where applicable, the sample Letter of Instruction?

No. However, the sample Order and sample Letter of Instruction provide a good indication of what information TIAA will require to split an IRA in a domestic relations matter.

8. Should a draft Order and, where applicable, a draft Letter of Instruction be reviewed by TIAA before submitting an executed Order and/or Letter of Instruction for review?

TIAA recommends that all Orders and Letters of Instruction be submitted in draft form for review before submitting executed documents, but submitting draft documents is not required.

Draft Orders and/or draft Letters of Instruction may be faxed to 800-914-8922 for review by TIAA.

9. When Will TIAA Review an executed Order and, where applicable, an executed Letter of Instruction?

TIAA will review an executed Order and, where applicable, an executed Letter of Instruction upon receipt. However, no account or contract splits will be processed until

TIAA receives an original or certified copy of the Order and, where applicable, a copy of the notarized Letter of Instruction. Facsimiles, emails, and/or photo-copies of an executed Order will not be accepted for processing.

A hard copy of the original or certified copy of the Order must be mailed to the following address:

TIAA
Attn: QDRO Unit
P.O. Box 1259
Charlotte, NC 28201

10. What disbursement restrictions, if any, are placed on an IRA if TIAA receives an Order and, where applicable, a Letter of Instruction?

TIAA will place a disbursement restriction on an IRA upon receipt of (i) an executed Order, (ii) an executed Letter of Instruction, or (iii) notice that an Order may be forthcoming (a "Pending Order"). During a disbursement restriction period, the Participant may not initiate withdrawals or distributions. However, the Participant may continue to direct the investment of future contributions and existing balances.

The duration of the disbursement restriction will depend upon the document received by TIAA.

a. *Executed Order and/or executed Letter of Instruction*

If TIAA receives an executed Order and/or executed Letter of Instruction, the disbursement restriction will remain in effect until the earliest of: (i) 18-months following receipt of the executed Order and/or Letter of Instruction; (ii) receipt of a subsequent court order canceling the disbursement restriction placed on the IRA; (iii) the date Minimum Distribution Payments must commence (but only to the extent of the Minimum Distribution Payments); or (iv) the date the IRA is split pursuant to an Order and, where applicable, the Letter of Instruction.

b. *Pending Order*

The disbursement restriction will remain on the IRA, in general, for a period of no longer than six (6) months. However, the disbursement restriction may be extended or lifted earlier, depending on the circumstances. Any Minimum Distribution Payments required during the disbursement restriction period will be paid to the IRA account holder. As a result, funds may be paid out of the IRA before an Order is received. TIAA cannot split the IRA unless the IRA contains sufficient assets.

TIAA will treat the receipt of the following documents as notice of a Pending Order: (i) a court-order or subpoena requesting information about a Participant's account/benefit payments in connection with a domestic relations matter, (ii) a

draft Order and/or draft Letter of Instruction, (iii) a court order, including Joinder of the IRA to the domestic relations matter, prohibiting distribution to the IRA account holder pending further order from the court, or (iv) a Letter of Adverse Interest provided it (a) clearly identifies the IRA account holder and the IRA to which it applies, and (b) has been notarized by a notary public or signed by an attorney, or has been filed with a court of competent jurisdiction (i.e., the document must be file-stamped by the court clerk's office).

For this purpose, a Letter of Adverse Interest is any written communication on behalf of the person seeking the transfer of assets in the IRA account holder's IRA.

11. What if the IRA includes brokerage funds?

If the IRA includes brokerage funds, the QDRO Relationship Manager ("QRM") will coordinate with you to liquidate the brokerage fund assets needed to split the IRA. If a QRM has not been assigned to you, or you are unsure if a QRM has been assigned, you should contact TIAA's National Contact Center at 1-800-842-2252. Consultants are available weekdays from 8 a.m. to 10 p.m. (ET). An Order will not be processed if the split cannot be satisfied without including the assets currently held in the brokerage funds.

12. What Are the Federal Tax Consequences for Splitting an IRA?

The federal tax consequences for splitting an IRA will depend on the parties involved. For example, if the IRA account holder transfers a portion of the IRA to his/her spouse or former spouse pursuant to a divorce or separation instrument, the transfer is not a taxable event. In contrast, a transfer to another person, such as a child, is treated as a distribution and is taxable to the IRA account holder.

Please consult with your personal tax advisor to determine the federal tax consequences of splitting an IRA.

13. What is a Divorce or Separation Instrument?

The Internal Revenue Code defines a divorce or separation instrument as a decree of divorce or separate maintenance or a written instrument incident to such a decree. TIAA interprets the definition to mean an Order and any written document issued prior to, at the same time as, or after the Order is entered, and which written document is specifically incorporated by reference into the Order. For example, a written separation agreement between an IRA account holder and his/her spouse or former spouse that is not incorporated into an Order will not be considered a divorce or separation instrument.

14. Can an IRA be Split if there is no Order?

As noted in Part 2 FAQ 3 above, TIAA will not split IRAs without an Order. However,

as also noted in Part 2 FAQ 1 above, distributions can be taken from an IRA at any time. If TIAA cannot process a request to split an IRA, the IRA account holder may seek to settle any controversy by taking a distribution from his/her IRA.

Please consult your personal tax and financial advisor regarding distributions from your IRA.