



**TIAA TRUST, N.A.**  
**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
 (To designate, or to change or revoke the designation of,  
 transfer on death beneficiaries)

If you wish to designate, or to change or revoke the designation of, one or more beneficiaries who are to receive, after your death, the property in the TIAA Trust, N.A. ("TIAA Trust") account shown below, you must complete and sign this form. The attached Transfer on Death Account Agreement<sup>†</sup> also controls your Transfer on Death directions in this form. Therefore, before completing this form, please review the attached Transfer on Death Account Agreement. This form will replace any similar form you may have completed with respect to this account. Be sure to complete all requested information; if you leave any section blank, this will be understood as your intention to delete any prior information you may have provided in the same section. (This form and the attached Transfer on Death Account Agreement are collectively referred to herein as "Agreement," as the context requires, and the term "you" refers to the account holder named below.)

**1. ACCOUNT INFORMATION**

Received by TIAA (Date & Initial)

This form is applicable for (select only one) (hereinafter the "Account")

- A new account     An existing account     Change an existing designation     Revoke an existing designation

**ACCOUNT HOLDER**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Account Number	Account Holder Social Security Number
<input type="text"/>	<input type="text"/>

Account Holder Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<sup>†</sup>The TIAA group of companies does not provide legal or tax advice. Please consult your independent legal or tax advisor for advice specific to your needs.





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**2. TRANSFER ON DEATH DESIGNATIONS**

**Primary Beneficiary Designations:** The Primary Beneficiaries you name below will receive the property in your account following your death. Be sure to indicate the particular share of your account, which you would like TIAA Trust to distribute to each of your Primary Beneficiaries after your death. Please also indicate if you would like the "LDPS" option to apply for each Beneficiary you have named. (See below for an explanation of "LDPS.") If any Primary Beneficiary predeceases you and you have chosen the LDPS option with respect to such Beneficiary, such deceased Beneficiary's share of your account property will be distributed to his or her descendants, by right of representation. If you did not choose the LDPS option with respect to such Beneficiary, his or her share will be distributed to the remaining Primary Beneficiaries equally, or in the percentage share you may have indicated. If all of your Primary Beneficiaries (and their descendants, if you chose the LDPS option for each of them) predecease you, your account property will be distributed to the Contingent Beneficiaries you named below, if any.

**Primary Beneficiaries**

**1. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**2. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No





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**3. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**4. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Total: 100%**





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**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
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**Contingent beneficiary designations:** You may choose to designate Contingent Beneficiaries. Contingent Beneficiaries are Beneficiaries who will receive your account property after the death of the surviving account holder if all of your Primary Beneficiaries (as well as their descendants, if you chose the LDPS option for each of them) predecease you. Be sure to also indicate the share or proportion of your account property you would like TIAA Trust to distribute to each Contingent Beneficiary, and to decide whether you wish the LDPS option to apply for each of your Contingent Beneficiaries. If a Contingent Beneficiary predeceases you, his or her share of your account property will be distributed to his or her descendants, by right of representation (if you chose the LDPS option for such Beneficiary). If you did not choose the LDPS option for such Beneficiary, his or her share will be distributed to the remaining Contingent Beneficiaries equally, or in the percentage share you may have indicated. If you do not designate any Contingent Beneficiaries, and if all of your Primary Beneficiaries (as well as their descendants, if you chose the LDPS option for each of them) predecease you, the property in your account will be distributed to the surviving account holder's estate.

**Contingent Beneficiaries**

**1. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**2. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No





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**3. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**4. Legal Name**

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For Trust, list name of trust and name of trustee

Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Phone Number	Email Address
<input type="text"/>	<input type="text"/>

Social Security Number/ Taxpayer Identification Number	Shares %	Date of Birth/ Date of Trust (mm/dd/yyyy)	Relationship to Account Holder	LDPS (Lineal Descendants Per Stirpes)*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Total: 100%**

\* If a Beneficiary predeceases you and if you chose "Yes" to an "LDPS" (Lineal Descendants Per Stirpes) distribution with respect to such Beneficiary, then the share of your account which such deceased Beneficiary would have received had he or she survived you will instead be distributed to such deceased Beneficiary's surviving lineal descendants, by right of representation. If you chose "No" to an "LDPS" distribution, then such deceased Beneficiary's share of your account will be distributed to the other living Beneficiaries equally, or in the percentage share you may have indicated, unless you state otherwise in the form. The term "descendants" includes individuals of the class living on the effective date of the form and individuals legally adopted or born after the effective date of the form and who are members of the class on the date of your death. Please consult your estate planning attorney prior to making any "LDPS" designation. TIAA Trust does not, and cannot, provide you with legal advice.

If you need additional space, please attach an additional sheet identifying the additional Primary Beneficiaries or Contingent Beneficiaries you wish to designate, and the other information requested in the charts. You will need to sign and date each additional sheet.

Please indicate here if you attached an additional sheet:

Yes  No

Please indicate here the number of attached additional sheets:  additional sheets





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**3. SPOUSAL CONSENT (FOR USE IN COMMUNITY PROPERTY OR MARITAL PROPERTY STATES, INCLUDING AZ, CA, ID, LA, NV, NM, TX, WA AND WI)**

If you are married, reside in a community property or marital property state, and designate someone other than your spouse as your sole Primary Beneficiary, your spouse must sign this form below.

"I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to see a tax professional. I hereby give to my spouse, the account holder named above, any interest I have in the funds or property deposited in this account and consent to the Beneficiary Designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by TIAA Trust."

Spousal Signature	Today's Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>

**WITNESS ATTESTATION**

Witness should sign and print below.

Witness Signature	Witness Printed Name	Today's Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>	<input type="text"/>

**4. SIGNATURE(S) (REQUIRED)**

By signing this form (a) I authorize TIAA Trust to open a transfer on death account, and/or to designate or to change or revoke the designations of transfer on death beneficiaries, as the case may be, according to the terms set forth in the Transfer on Death Account Agreement, of which this form is a part; and (b) I certify that I have received and read the Transfer on Death Account Agreement, and that I am bound by the terms of such Agreement, which terms are applicable to my transfer on death directions in this form.

Title	First Name	Middle Name	Last Name	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Your Signature (Account Owner)	Today's Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>

**AGREED TO AND ACCEPTED BY TIAA TRUST:**

Signature	Today's Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>

Print Name	Print Title
<input type="text"/>	<input type="text"/>

**For Office Use Only**

ISD	PIN	WMA	Branch Office
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>





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**OPTIONS TO RETURN COMPLETED FORM(S)**

**OPTION 1:** Use the TIAA mobile app to quickly upload your completed document(s). It's as simple as taking a picture. Haven't downloaded the TIAA mobile app? Get it today in the [App Store](#) or [Google Play](#).

- Tap the **Message Center** icon in the upper-right corner of your main screen.
- Go to the **Files** tab, select **Upload** and then follow the instructions.

**OPTION 2:** If you are using your personal computer, here's what you'll need to do to upload your completed document(s):

- Log in to your [TIAA.org](#) account and select the **Actions** tab.
- Choose **Upload document(s)** from the options presented.
- Select **Upload Files** and follow the step-by-step instructions.

**OPTION 3:** If you prefer to fax or mail this form, use the information provided below:

**FAX:**  
314-244-5012 (within U.S.)

**STANDARD MAIL:**  
TIAA Trust  
Attn: Account Services  
211 N. Broadway, Suite 1000  
St. Louis, MO 63102-2733

**OVERNIGHT DELIVERY:**  
TIAA Trust  
Attn: Account Services  
211 N. Broadway, Suite 1000  
St. Louis, MO 63102-2733





## TRANSFER ON DEATH ACCOUNT AGREEMENT

If you wish to transfer the property in your “Account” (defined below) to any person following your death (or following the death of the last surviving holder of an Account held as joint tenants with right of survivorship or as tenants by the entireties (these joint accounts are sometimes referred to in this Agreement as “Jointly-Held Accounts”)), you are required to complete and submit to TIAA Trust the attached Individual Transfer On Death Account form or Joint Transfer On Death Account form, as the case may be (the “form”). When TIAA Trust accepts the beneficiary designations listed in the form with respect to your Account, or registers your Account in beneficiary form, you and TIAA Trust agree that, unless your latest beneficiary designations are revoked prior to your death (or prior to the death of the last surviving holder of a Jointly-Held Account), on proof of your death (or such last surviving holder’s death) and upon compliance with TIAA Trust’s requirements for showing proof of entitlement of your Account property, such property will be transferred to, and placed in the name and control of, the beneficiary(ies) you have named in the form (the “Beneficiaries”). Such transfer on death will occur subject to the terms of the form, this Transfer on Death Account Agreement (the “Agreement”) and applicable law. TIAA Trust is not obligated to accept, and may refuse for any reason, your request to designate, change or revoke, in whole or in part, any transfer on death beneficiary designation with respect to your Account. When used in this Agreement, the term “Beneficiaries” also includes your Primary Beneficiaries, your Contingent Beneficiaries, and the respective descendants of any Beneficiary for whom you may have chosen the Lineal Descendants Per Stirpes (LDPS) option, as the context may require. The term “Account” means the Account for which you have submitted, and TIAA Trust has accepted, your Beneficiary Designations stated in the form. The term “you” means the holder of an Account registered in one individual’s name, and each then living Account holder, in the case of an Account held by two or more individuals as joint tenants with right of survivorship or as tenants by the entireties. The term “your estate” means the probate estate of the deceased holder of an Account registered in such holder’s name only, and the probate estate of the last surviving holder of a Jointly-Held Account. Your completed form is incorporated into this Agreement by this reference.

1. **Eligible Accounts.** In order for an Account to be subject to transfer on death directions, the Account must be registered either in your individual name, or in the names of two or more individuals as joint tenants with right of survivorship or as tenants by the entireties. Accounts registered in any other manner will not be eligible for transfer on death designations under this Agreement.

These other types of accounts must be re-registered in an eligible form for transfer on death designations to be applicable. If your Account is registered in your name only and if, after completing and submitting the form with respect to your Account, you re-register the Account in your name and the name of one or more other persons, whether as joint tenants with right of survivorship or as tenants by the entireties, this Agreement will be deemed to have been revoked on the date of the subsequent registration in multiple names. In such event, on the death of the last surviving holder of the Jointly-Held Account, the Account property will be transferred to such holder’s estate if you have not submitted a separate form for such Jointly-Held Account.

2. **During your Lifetime.** During your lifetime (a) you will continue to retain full ownership of the property held in the Account; and (b) the Beneficiaries you have named in the form will not acquire any right to the property in the Account by virtue of your transfer on death directions stated in the form. For this reason, during your lifetime a signature or consent from any Beneficiary is not required for any transaction related to the property in your Account. If you transfer any part of your property out of your Account during your lifetime, your Beneficiary designation will terminate, but only with respect to the property you transferred.
3. **Request for Transfer of Account Property to Beneficiaries Following your Death.** A request for transfer of Account property to your Beneficiaries following your death (or the death of the last surviving holder of a Jointly-Held Account) must be submitted to TIAA Trust, in writing, by any Beneficiary, a Beneficiary’s legal representative or attorney in fact, or by the personal representative of your estate (or the estate of such last surviving holder). The request must be made under oath or affirmation, subscribed before a notary public or other person authorized to administer oaths, and must include the following: (a) the full name, street address and tax identification number of each Beneficiary; (b) the percentage or fractional share of Account property to be distributed to each Beneficiary; (c) the manner in which the percentage or fractional shares in nondivisible property or the proceeds therefrom are to be distributed; (d) a statement that there are no known disputes as to the persons entitled to a distribution pursuant to the Beneficiary designations or as to the amounts to be distributed to each such person, and no known claims that would affect the distribution requested; and (e) such other information as TIAA Trust may require, in its sole discretion, including some or all of the foregoing information from or on behalf of all Account Beneficiaries.







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**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
**(To designate, or to change or revoke the designation of,**  
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Page 2 of 5

**4. Documents Required upon Request for Transfer of Account**

**Property.** To transfer Account property to your Beneficiaries after your death (or the death of the last surviving holder of a Jointly-Held Account), TIAA Trust must timely receive (a) the appropriate form(s) requesting a transfer of Account property; (b) any certificate or instrument evidencing ownership of the Account; (c) a certified or authenticated copy of your death certificate (or the death certificate of the last surviving holder of a Jointly-Held Account) issued by an official or agency of the place where the death occurred showing the fact, place, date, time of death and the identity of the decedent; (d) a certified or authenticated copy of the death certificate of each deceased Beneficiary, issued in the manner set forth above in paragraph (c); (e) a certified copy of the court order appointing the legal representative of your estate (or the estate of the last surviving holder of a Jointly-Held Account) or of the estate of a deceased Beneficiary when such legal representative made the request for transfer of Account property; (f) a certified copy of the trust instrument which designates a trustee as a Beneficiary, if applicable; (g) a certified copy of relevant birth certificates; (h) an inheritance tax waiver from relevant states that require it; and (i) such other documents as TIAA Trust may require, in its sole discretion. Further, prior to distributing any Account property to or for the benefit of any Beneficiary, TIAA Trust may, in its sole discretion, require any and all Beneficiaries or any such Beneficiary's legal representative to sign any document it may deem necessary or appropriate to effect the transfer of Account property including, but not limited to, an indemnification agreement in favor of TIAA Trust to the extent of the value of the Account property received by each such Beneficiary. TIAA Trust may rely on, and has no duty to independently verify (a) any representation of facts made under oath or affirmation regarding the identity and personal information of named and unnamed Beneficiaries received from any Beneficiary, or a Beneficiary's attorney in fact, or the legal representative of your estate (or of the estate of the last surviving holder of a Jointly-Held Account) or of the estate of a deceased Beneficiary; and (b) copies of death certificates received from any of the foregoing persons. A certified or authenticated copy of any report or record of a governmental agency, domestic or foreign, certifying that you or a Beneficiary is missing, detained, dead or alive, and the dates, circumstances and places disclosed by the record or report, in a form acceptable to TIAA Trust in its sole discretion, may be substituted for the death certificate referenced in this Agreement. In its sole discretion, TIAA Trust may require each Beneficiary to open an account with TIAA Trust or any of its affiliates to facilitate the transfer of Account property.

**5. Omitted Children.** (A) Unless a Beneficiary designation in the form provides otherwise, a Beneficiary designation designating your "children," or the "children" of any other person as a class and not by name, will include all of your children or all of the children of such other person, as the case may be, whether born or legally adopted before or after the Beneficiary designation is made. (B) Unless a Beneficiary designation in the form provides otherwise, if you designate an individual in the form who is your child, and if you have a child born or legally adopted after the effective date of the form, your after-born or after-adopted child will be entitled to receive a share of the Account property otherwise transferable to any of your children who is (are) named in the Beneficiary designation, computed in the manner prescribed by applicable law; in such event, the Account property otherwise transferable to your children named in the Beneficiary designation will be reduced in the proportion that their shares bear to each other. If you did not designate any of your children in the form as your Beneficiaries, then any child of yours, who is born or legally adopted after the effective date of the designation, will not receive any share of your Account property. TIAA Trust, however, has no obligation to transfer Account property in the manner and as provided in this paragraph B. The fact that TIAA Trust is not so obligated does not affect the ownership interest of any after-born or after-adopted child in Account property.

**6. Deceased Beneficiaries.** Unless you have otherwise provided in the form, if two or more Beneficiaries survive you, there is no right of survivorship among them if one of such Beneficiaries should die after you; in such event, the Beneficiaries will hold their separate interests in the Account property as tenants in common, and the share of any subsequently deceased Beneficiary will belong to such deceased Beneficiary's estate. If no Beneficiary survives you, your Account property will pass to your estate. If you have chosen the "LDPS" option with respect to a Beneficiary, the lineal descendants of such Beneficiary, who predeceased you or who is treated as not having survived you, will succeed to any portion of your Account property if they are of the same degree of kinship as such nonsurviving Beneficiary, and will share equally; if such descendants are of unequal degree, then those of more remote degree will take the share of their parent by right of representation. Whenever, according to the form, the Agreement and applicable law, lineal descendants are to succeed to a deceased Primary Beneficiary's share of your property and there are no such lineal descendants who survived you, then the deceased Primary Beneficiary's share will belong to the surviving Primary Beneficiaries, and/or their respective lineal descendants, as you may have expressly provided in the form, in





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**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
**(To designate, or to change or revoke the designation of,**  
**transfer on death beneficiaries)**

Page 3 of 5

equal shares or in the percentage share you have stated in the form. If no such Primary Beneficiaries or their descendants, as applicable, are then living, your Account property will belong to your Contingent Beneficiaries in equal shares or in the percentage share so stated. If one or more of your Contingent Beneficiaries predeceased you, their share of your Account property will be distributed as provided above with respect to your Primary Beneficiaries. If no such Contingent Beneficiaries, or their descendants, as applicable, are then living, your Account property will be transferred to your estate.

- 7. Beneficiary Survival Period; Trust Existence Required.** TIAA Trust will not transfer Account property to a Beneficiary (a) if such Beneficiary is an individual who fails to survive you by at least one hundred twenty (120) hours; or (b) if such Beneficiary is a trust or other legal entity which is not in existence or does not come into existence on the date of your death, unless the form provides otherwise.
- 8. Account Property Transferred Subject to Set-Offs, Liens and Debit Balance.** Your Beneficiary(ies) will succeed to your interest in your Account property subject to all conveyances, assignments, contracts, set-offs, liens and security interests you may have granted or made, or to which you may have been subject as of the date of your death (or the death of the last surviving holder of a Jointly-Held Account), and subject to all requests for payment of money, which you may have made prior to your death (or the death of such last surviving holder), whether paid by TIAA Trust before or after your death (or the death of such last surviving holder), or unpaid. Your Account property transferable to your Beneficiaries will also be reduced by any financial obligation for which you may have been liable as of the date of your death (or the death of such last surviving holder), including TIAA Trust's fees and expenses. Further, TIAA Trust may withhold a portion of the Account property transferable to any Beneficiary, which portion may be subject to tax under any relevant state statute or federal law.
- 9. Right to Liquidate Account Property After Your Death.** If, at your death (or at the death of the last surviving holder of a Jointly-Held Account), your Account shows a debit balance, TIAA Trust will have the option to liquidate any securities or other property required to satisfy such debit balance prior to transferring any property in your Account to the Beneficiary(ies). Further, if there is more than one Beneficiary to receive the property in your Account and if there is any property in your Account which cannot be partitioned or transferred, for any reason, to the Beneficiaries, TIAA Trust may liquidate securities or other property in the Account and distribute

the proceeds therefrom to and amongst the Beneficiaries as otherwise provided in this Agreement and pursuant to applicable law. TIAA Trust's decision to liquidate such property, the particular property which TIAA Trust proposes to liquidate, and all other issues related to such liquidation are within TIAA Trust's sole discretion.

- 10. Annulment or Dissolution of Your Marriage.** If, after you make a Beneficiary designation, your marriage is dissolved or annulled, any provision you may have made in the form in favor of your former spouse or a "relative of your former spouse" (defined below) may be considered revoked on the date your marriage to such spouse is dissolved or annulled, whether or not the form refers to your marital status. TIAA Trust may give effect to the form as if your former spouse or relative of your former spouse had disclaimed their share of your Account property. If a Beneficiary designation in favor of your former spouse is deemed to be revoked solely by virtue of the dissolution or annulment of your marriage to such spouse, the Beneficiary designation may be revived if you remarry such former spouse or if the dissolution or annulment of your marriage is nullified. The foregoing provisions of this paragraph do not apply to a Beneficiary designation which (a) you have noted as being irrevocable, or revocable only with such spouse's consent; (b) which is made after your marriage was dissolved or annulled; or (c) which expressly states that the dissolution or annulment of your marriage to your spouse will not affect the designation of such spouse or relative of such spouse as Beneficiary. When used in this Agreement, the terms "relative of your former spouse" or "relative of such spouse" mean an individual who is related to your former spouse by blood, adoption or affinity and who, after the divorce or annulment, is not related to you by blood, adoption or affinity.
- 11. No Obligation on Trust Company's Part.** Notwithstanding the provisions of this Agreement, including the provisions related to Beneficiary designations in favor of your former spouse or relative of your former spouse, TIAA Trust does not have any duty to determine any fact or law that would (a) cause your Beneficiary designation to be revoked, in whole or in part, as to any person because of a change in marital status or other reason; (b) qualify or disqualify any person to receive a share of your Account property; or (c) vary the distribution of your Account property. Further, TIAA Trust has no obligation (a) to attempt to locate any Beneficiary or the lineal descendants of any deceased Beneficiary, or to determine whether a deceased Beneficiary had lineal descendants who survived you; (b) to





**TIAA TRUST, N.A.**  
**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
**(To designate, or to change or revoke the designation of,**  
**transfer on death beneficiaries)**

Page 4 of 5

locate a trustee or custodian, obtain the appointment of a successor trustee or custodian, or discover the existence of a trust instrument or a will that creates an express trust; (c) to notify any person of the date, manner and persons to whom a transfer of Account property will be made under the Beneficiary designation, except as may otherwise be provided in this Agreement or applicable law; (d) to question or investigate the circumstances of your death; or (e) to determine the age or any other facts concerning any Beneficiary. The possibility that a Beneficiary may disclaim, in whole or in part, the transfer of any interest in any Account property will not require TIAA Trust to withhold making the transfer to such Beneficiary in the normal course of its business.

12. **Notification of Claim Adverse to Proposed Transfer.** Following your death (or the death of the last surviving holder of a Jointly-Held Account), TIAA Trust will have no duty to withhold making a proposed transfer of Account property to your Beneficiary(ies) based on its knowledge of any fact or claim which is or may be adverse to its proposed transfer unless, before such transfer, TIAA Trust receives a written notice from a claimant which sets forth: (a) the assertion of a claim of beneficial interest in the transfer which is adverse to the proposed transfer; (b) the name of the claimant and an address for communications directed to the claimant; (c) your name and the property to which the claim applies; and (d) a statement of the amount and nature of the claim as it affects the proposed transfer. TIAA Trust must receive such notice at a place and time and in a manner which affords it a reasonable opportunity to act on it before the proposed transfer is made. TIAA Trust will not be liable to any person for any damages resulting from its transfer of Account property before it receives such notice, or after it received such notice but before it has had a reasonable opportunity to act on it. Following its receipt of any such notice by a claimant, TIAA Trust will nevertheless have the right to make its proposed transfer of Account property unless it is restrained by a court order. Any such court order must be obtained no later than 30 days after the date TIAA Trust sends a notice to the claimant by certified mail or personal delivery at the address provided by the claimant in the claimant's notice, notifying the claimant that it may make the proposed transfer unless it is restrained by court order within 30 days after the date of such notice.
13. **Indemnification.** You, your legal representatives, your heirs and all of your Beneficiaries, and each of them, agrees to indemnify and hold TIAA Trust, its directors, officers, shareholders, employees, agents, control persons, and affiliates

and their respective heirs, executors, legal representatives, successors and assigns, harmless from any and against any and all claims, actions, judgments, interests, costs (including reasonable attorneys' fees) and all other claims of any kind, at law or in equity, whether now known or unknown, liquidated or unliquidated, arising out of or related to any action taken by TIAA Trust in opening or maintaining the Account under the Agreement, in distributing Account property pursuant to your Beneficiary designations, in taking any action related to any conflicting Beneficiary designations you may have made in any kind of instruments, or in taking any action related to any change to any Beneficiary designations you may have made, which TIAA Trust did not accept pursuant to this Agreement.

14. **Effective Date of Your Beneficiary Designation.** If TIAA Trust accepts it, your completed form, including the Beneficiary designations stated therein, will become effective as of the date TIAA Trust received it. Notwithstanding any provisions of this Agreement to the contrary, the transfer on death directions submitted in the form with respect to your Account will transfer your interest therein to your Beneficiary(ies) effective on the date of your death (or the death of the last surviving holder of a Jointly-Held Account), if (a) such Account was registered in Beneficiary form prior to your death (or the death of such last surviving holder), or (b) TIAA Trust accepts the form prior to your death (or the death of such last surviving holder).
15. **Change or Revocation of Beneficiary Designations.** You may change or revoke your Beneficiary designation with respect to the Account, in whole or in part, at any time during your lifetime, by fully completing and submitting to TIAA Trust a form in accordance with the provisions of this Agreement and applicable law. Any subsequently submitted Beneficiary designation, which TIAA Trust accepts, automatically revokes your prior Beneficiary designation. This revocation takes effect when your subsequently submitted designation becomes effective, unless you have expressly provided otherwise in your subsequent designation. The effective date of any change to or revocation of a Beneficiary designation is determined in the same manner as the effective date of a Beneficiary designation. A Beneficiary designation may not be changed or revoked by, and TIAA Trust will not give effect to any proposed change or revocation made in, a verbal request or in your estate planning documents, including your pre-nuptial agreement, post-nuptial agreement, Last Will and Testament, a trust of which you are a grantor, or any other document you may have signed, except a properly submitted form. TIAA Trust will honor a Beneficiary designation or change or revocation of a





**TIAA TRUST, N.A.**  
**INDIVIDUAL TRANSFER ON DEATH ACCOUNT FORM**  
**(To designate, or to change or revoke the designation of,**  
**transfer on death beneficiaries)**

Page 5 of 5

Beneficiary designation, which a conservator, an attorney-in-fact, or other legal representative duly appointed to represent your interests may make on your behalf, if the instrument, including court order, which gives the authority to such person to represent your interests specifically authorizes such person to take such action for you. Prior to implementing such action, TIAA Trust may require assurances from such conservator, attorney-in-fact or other legal representative in such form as TIAA Trust deems appropriate in its sole discretion.

16. **Other Account Documents.** Except for prior Beneficiary designations you may have made with respect to your Account, your duly completed form does not supersede or in any manner affect any other documents you may have signed with respect to the Account; you continue to be bound by the terms of any such other documents. If there is a conflict between the terms of this Agreement and those in any such other documents, this Agreement will govern any conflict related to the issues that are addressed herein.
17. **Registration of Securities in Name of Trust Company or other Nominee.** During your lifetime, the securities in your Account may be registered and held in TIAA Trust's name, or other street or nominee name. However, if necessary to facilitate delivery or transfer of the securities, TIAA Trust may at any time and in its sole discretion, and without further authorization, register the securities held in your name in accordance with transfer agent requirements, without the names of any of the Beneficiaries thereon. By entering into this Agreement, you acknowledge that such right is necessary because not all issuers, transfer agents, financial organizations or states recognize transfer on death registrations or beneficiary designations.
18. **No Representation or Legal Advice from TIAA Trust.** Not all states recognize transfer on death registrations and beneficiary designations. By signing the form, you acknowledge that (a) TIAA Trust is not making and has not made any representation to you prior to signing the form regarding the validity of this registration or your Beneficiary designation as a means of transferring your Account property following your death (or the death of the last surviving holder of a Jointly-Held Account); (b) you are not relying on TIAA Trust for any assurances of the validity of the transfer on death registration or your Beneficiary designation; (c) TIAA Trust has not advised you at any time in your decision to complete the form and name certain Beneficiaries; and (d) prior to signing the form, you have had the opportunity to consult with your estate planning attorney, tax attorney or other legal advisor with respect to its appropriateness for you.

19. **Legal Recourse.** If TIAA Trust has doubts regarding any matter related to the proposed transfer of Account property following your death (or the death of the last surviving holder of a Jointly-Held Account), TIAA Trust may, in its sole discretion, seek judicial determination as to its proper course of conduct, which determination will be binding on all parties claiming an interest in the Account. All expenses, which TIAA Trust incurs in such respect, including reasonable attorneys' fees and courts costs, will be borne by the property in the Account in such manner as TIAA Trust determines, in its sole discretion. If any claimant files a lawsuit against TIAA Trust with respect to any proposed or completed transfer of Account property to Beneficiaries following your death (or the death of the last surviving holder of a Jointly-Held Account), TIAA Trust will be entitled to recover its reasonable attorneys' fees and court costs incurred in such lawsuit from such claimant and out of the property in the Account, in such manner as TIAA Trust determines, in its sole discretion.

20. **Miscellaneous.** If you are a non-U.S. individual, you acknowledge and agree that (a) TIAA Trust is not responsible for complying with the laws of succession or forced heirship, if any, in your country of domicile; (b) your Account property will be transferred in accordance with the laws of the State of Missouri; (c) this Account may be subject to the U.S. Non-Resident Alien Estate tax; and that (d) TIAA Trust is not responsible for your compliance with U.S. tax laws. This Agreement, including the attached form, is binding upon you, your Beneficiaries, your legal representatives, your heirs, and your successors and assigns, and will inure to the benefit of TIAA Trust and its successors and assigns, whether by merger, consolidation, or otherwise. Your Beneficiary designations and the transfer of your Account property after your death (or after the death of the last surviving holder of a Jointly-Held Account) are governed by the terms of this Agreement, of which the form is a part, and by the laws of the State of Missouri in effect on the date of your death (or the death of such last surviving holder), without regard to the laws of conflict. If there is any conflict between the terms of this Agreement and the then applicable Missouri law, the provisions of this Agreement will govern such conflict. Sections 461.003 to 461.081, including the rules of Section 461.062.3, RSMo. (1989), paragraphs 1 through 15 inclusively, are hereby incorporated in this Agreement by this reference to the extent of any conflict with the terms hereof.

