



Guide to Your TIAA Retirement Plan

Effective January 1, 2018



TIAA RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

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INTRODUCTION

This summary plan description (“SPD”) summarizes the main features of the TIAA Retirement Plan (referred to in this SPD as the “Retirement Plan”). The Retirement Plan is intended to qualify as a money purchase plan that provides retirement income to participants through employer contributions. The Retirement Plan was established on July 1, 1929.

The Retirement Plan is available to eligible employees of Teachers Insurance and Annuity Association of America (“TIAA”) and certain of its subsidiaries and affiliates that have adopted the Retirement Plan with approval from TIAA. The Retirement Plan operates under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”).

In this SPD, “Your Employer” means either TIAA (if you are employed by TIAA) or the Participating Employer that employs you.

Some of the terms used in this SPD have a certain meaning when used herein. These terms are defined in the Glossary.

IMPORTANT NOTICES

This document is intended to meet requirements for a Summary Plan Description under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), for the Retirement Plan. This SPD supersedes any prior Retirement Plan SPD documents (whether printed or electronic). The SPD is shorter and less technical than the underlying legal documents that establish the Plan including the TIAA Retirement Plan document. As a result, the SPD may not describe every situation that may affect every eligible employee or their beneficiary. The SPD is not meant to modify the terms of the plan document or any legal instrument related to the Retirement Plan’s creation, operation, funding or benefit payment obligations.

If there is any conflict or inconsistency between the SPD and the formal Retirement Plan document (including, but not limited to, the meaning of defined terms), or with respect to any provision that is not discussed in the SPD, the Retirement Plan document will control. No one speaking on behalf of the Retirement Plan, TIAA or Your Employer can alter the terms of the plan.

TIAA reserves the right to modify, amend, or terminate any or all of the benefits under the Retirement Plan at any time and for any reason. Each Participating Employer reserves the right to terminate participation in the Retirement Plan at any time and for any reason.

The terms “you” and “your” as used in this document refer to an individual who is otherwise eligible to participate in the Retirement Plan. Receipt of this SPD does not guarantee that the recipient is a participant under the Retirement Plan and/or is otherwise eligible for benefits under the Retirement Plan. This SPD, and the Retirement Plan, including any changes to it, or any payments to you under its terms, does not constitute a contract of employment with Your Employer and does not give you the right to be retained in the employment of Your Employer.

ELIGIBLE EMPLOYEES

Employees of TIAA and Participating Employers are generally eligible to participate in the Retirement Plan (other than Leased Employees (as defined in the Retirement Plan document) and employees included in a unit of employees covered by a collective bargaining agreement unless the agreement specifically includes participation in the Retirement Plan). Those individuals who are deemed by the Plan Administrator, in its sole discretion, to be independent contractors are not eligible to participate in the Retirement Plan.

There may be special eligibility rules applicable to a Participating Employer. Please see Schedule B to see if special eligibility rules apply to Your Employer.

PARTICIPATION

If you are an “Eligible Employee” (as summarized above and as defined in the plan document), you will generally begin participation in the Retirement Plan on the later of your first day of employment with Your Employer (or, if later, as of the date Your Employer

adopted the Retirement Plan) and your attainment of age 21. Those individuals who are classified as temporary employees (including the categories of short-term associates, on-call associates or interns) must complete 90 days in a Plan Year before beginning participation in the Retirement Plan (or in their first 12 months of employment). Your Employer will notify you when your participation in the Retirement Plan begins. In order to participate in the Retirement Plan, TIAA may require you to complete and return the appropriate enrollment form(s).

Each participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of the Retirement Plan, including any and all amendments which from time to time may be adopted, including (to the extent not inconsistent with the terms of the Retirement Plan) the terms, provisions and conditions of any contract and/or certificate issued to the participant under the Retirement Plan. All determinations about eligibility and participation will be made by the Plan Administrator. The Plan Administrator will base its determinations on its records, the records of the applicable Participating Employer and the official plan document.

CONTRIBUTIONS

When you become a participant, employer contributions will be made on your behalf for each pay period in which you receive compensation (as defined under the Retirement Plan and summarized below). Employer contributions are a percentage of your eligible compensation that varies depending upon your age as set forth on the following schedule:

Age-Graded Contribution Schedule Plan Contributions as a Percentage of Compensation

<i>Participant's Attained Age</i>	<i>Contribution Rate</i>
Through the last full pay period prior to your 30th birthday	5%
From the pay period in which your 30th birthday occurs through the pay period prior to your 45th birthday	9%
From the pay period in which your 45th birthday occurs through the pay period prior to your 55th birthday	11%
From the pay period in which your 55th birthday occurs	12.5%

Eligible compensation for the purpose of the Retirement Plan means your base salary, shift differential, and sales commissions (including any payment identified by your Employer as a draw) paid to you (not including any service award, overtime pay, bonus, or any other non-regular compensation) prior to the application of (i) contributions made pursuant to a salary reduction agreement which are not includable in your gross income under the TIAA Code Section 401(k) Plan or a plan or program of Your Employer that meets the requirements of Section 125 or Section 132(f)(4) of the Internal Revenue Code (e.g., a cafeteria plan or a

commuter benefits program); and (ii) any lump sum or single sum salary advance agreement (“Compensation”).

Compensation Limit

Federal tax law limits the amount of Compensation that may be considered in determining your employer contribution based upon base salary (\$275,000 for 2018, which limit may be adjusted in the future for changes in the cost of living).

Contribution Limit

The Internal Revenue Code also limits the total amount of contributions (both employer and employee) that can be made on your behalf under all tax-qualified retirement plans of the TIAA Family of Companies each calendar year (\$55,000 for 2018, which limit may be adjusted in the future for changes in the cost of living).

VESTING

Your retirement benefits will become nonforfeitable and fully vested upon the completion of three “Years of Service.” In addition, your retirement benefits will become fully vested: (a) if your employment terminates after you reach age 65; (b) upon your death; or (c) if your employment is terminated due to a job elimination, job relocation or a change in job responsibilities, as determined by the Plan Administrator, in its sole discretion.

If your employment with the TIAA Family of Companies ends before you are vested in your retirement benefits, such contributions will be forfeited. If you resume employment, you will be credited with your past service and an amount equal to the forfeited contributions will be restored as of the date of your re-employment, subject to your satisfaction of the vesting requirements.

If you transfer employment within the TIAA Family of Companies, you will continue to accrue service credit for vesting while employed by such entity as though you remained employed by Your Employer.

YEARS OF SERVICE

For all employees (including Hourly Employees beginning in 2015), you are credited with a Year of Service for each 12-month period of employment with TIAA (and any other company within the TIAA Family of Companies) starting with the later of your date of employment (or anniversary date of re-employment) or the date you reach age 18. If you are (or were) an employee of a Participating Employer prior to it joining the TIAA Family of Companies, different rules may apply. Please contact the appropriate party identified on Appendix A to determine if different rules apply to you.

For Hourly Employees prior to 2015, you were credited with a year of service for each 12 consecutive-month period in which you completed 1,000 or more Hours of Service (as defined in the Retirement Plan document).

LEAVE OF ABSENCE & DISABILITY

During a period of absence, contributions will continue to be made based on your

Compensation paid during your leave of absence, if any. Therefore if you are an unpaid leave of absence, no contributions will be made during that time.

During a period that you are receiving benefits pursuant to Your Employer's short-term disability plan, contributions will continue to be made to the Retirement Plan. Effective as of January 1, 2017, contributions will be based on your Compensation paid during this time (i.e., the amount that you are receiving as salary payments pursuant to TIAA's short-term disability plan).

If you qualified for benefits pursuant to TIAA's long-term disability plan on or prior to December 31, 2016 and are totally disabled, contributions will continue to be made based on your Compensation immediately before you become disabled (as may be adjusted under the terms of the TIAA's long-term disability plan), subject to the limits imposed by the Internal Revenue Code. Effective as of January 1, 2017, contributions will not be made on your behalf if you first become entitled to disability payments pursuant to TIAA's long-term disability plan on or after such date or if you are receiving long-term disability payments under another Participating Employer's plan (in each case, unless such individuals also receive Compensation during such time).

INVESTMENT OPTIONS

Contributions may be allocated at your election to one or more of the following investment options that are available under the Retirement Plan:

Asset Allocation Funds

- *TIAA-CREF Lifecycle 2010 Fund Institutional*
- *TIAA-CREF Lifecycle 2015 Fund Institutional*
- *TIAA-CREF Lifecycle 2020 Fund Institutional*
- *TIAA-CREF Lifecycle 2025 Fund Institutional*
- *TIAA-CREF Lifecycle 2030 Fund Institutional*
- *TIAA-CREF Lifecycle 2035 Fund Institutional*
- *TIAA-CREF Lifecycle 2040 Fund Institutional*
- *TIAA-CREF Lifecycle 2045 Fund Institutional*
- *TIAA-CREF Lifecycle 2050 Fund Institutional*
- *TIAA-CREF Lifecycle 2055 Fund Institutional*
- *TIAA-CREF Lifecycle 2060 Fund Institutional*
- *TIAA-CREF Lifecycle Retirement Income Fund Institutional*

Passive Core Options

- *BlackRock Mid Capitalization Equity Index Fund M*
- *BlackRock MSCI ACWI ex-U.S. Index M*
- *BlackRock Russell 2000 Index M*
- *BlackRock Equity Index Fund J*
- *BlackRock Strategic Completion Fund M*
- *BlackRock U.S. Debt Index Fund M*

Active Core Options

- *AB Discovery Value Z*
- *CREF Bond Market Account R3*
- *CREF Money Market Account R3*
- *Meridian Growth Institutional*
- *Schroders International Multi-Cap Equity Trust*
- *TIAA Traditional Annuity*
- *TIAA-CREF Bond Plus Institutional*
- *TIAA-CREF Large-Cap Growth Institutional*
- *TIAA-CREF Large-Cap Value Institutional*
- *Wellington International Opportunities*

Specialty Options

- *CREF Global Equities Account R3*
- *CREF Growth Account R3*
- *CREF Social Choice Account R3*
- *CREF Stock Account R3*
- *TIAA Real Estate Account*
- *TIAA-CREF High-Yield Fund Institutional*
- *TIAA-CREF Short-Term Bond Fund Institutional*
- *TIAA-CREF Social Choice Equity Fund Institutional*
- *TIAA Self-Directed Brokerage Account*

Frozen Options

- *CREF Equity Index Account R3*
- *CREF Inflation-Linked Bond Account R3*

For more information on these investments, please refer to the prospectuses and annuity contracts (as applicable) and other investment information available at www.tiaa.org. The available investment options may be changed at any time. You will be notified of any investment options that are added to or removed from the available lineup.

In addition, you may also open a TIAA Self-Directed Brokerage Account. This option is designed for individuals who feel comfortable making investment decisions and would like a wider range of investment choices. You will have access to a wide variety of mutual funds, not included in the 401(k) Plan's core investment menu, enabling you to further diversify your account.

There is no annual fee to maintain a TIAA Self-Directed Brokerage Account. For many of the mutual funds, there will be no transaction fees (nor initial sales charges or commissions), other than a short-term redemption fee that may apply for shares held less than three months. For certain other funds, you will incur a \$35 fee on transactions. Additional fees and expenses apply to a continued investment in the funds and are described in the fund's current prospectus. If you are interested in the TIAA Self-Directed Brokerage Account, please read

the TIAA Brokerage Services brochure available www.tiaa.org.

The Retirement Plan is designed to qualify for the participant-directed investment exception to ERISA's fiduciary duty rules set forth in ERISA Section 404(c) and the DOL regulations thereunder.

ALLOCATION OF CONTRIBUTIONS

You may allocate contributions among the investment options in any whole-number percentage. You specify these allocation percentages on the application that you complete when you begin participation.

If you do not choose an investment option for your contributions, they will be invested in the TIAA-CREF Lifecycle Fund listed below based on your date of birth:

Your birthday	Lifecycle Fund
Before 1949	2010
1949 – 1953	2015
1954 – 1958	2020
1959 – 1963	2025
1964 – 1968	2030
1969 – 1973	2035
1974 – 1978	2040
1979 - 1983	2045
1984 – 1988	2050
1989 – present*	2055

*= If additional Lifecycle Funds with later target dates are added, your contributions would be invested in the fund with a date closest to your 65th birthday.

You may change your allocation of future contributions at any time after participation begins by calling the Automated Telephone Service toll free at 1 800 842-2252 or visiting www.tiaa.org. When you receive your Retirement Annuity certificates, you'll also be sent a Personal Identification Number (PIN). The PIN enables you to change your allocation by using the Automated Telephone Service or visiting www.tiaa.org.

TRANSFERS OF PLAN INVESTMENTS

Transfers of plan investments among investment options may be made subject to any restrictions under the prospectuses or annuity contracts issued to participants and beneficiaries under the Retirement Plan, which may include market timing restrictions and redemption fees. Accumulations may be transferred among the investment options, with limited restrictions as generally described herein. Complete transfers may be made at any time, and partial transfers may be made as long as at least \$1,000 is transferred each time, except that transfers from the TIAA Real Estate Account may be made only once per calendar quarter. There is no charge for transferring accumulations among the investment options except that fees may apply for

transfers and withdrawals out of the Self-Directed Brokerage Account.

TIAA Traditional Annuity accumulations may be transferred to any of the investment options described above through the Transfer Payout Annuity (TPA). Transfers will be made in ten substantially equal annual amounts over a period of 9 years. Transfers made under the TPA contracts are subject to the terms of that contract. The minimum transfer under a TPA to a CREF account, the Real Estate Account and/or the Funds is \$10,000 (or the entire accumulation if it totals less than \$10,000).

You may complete transfers (other than with respect to the Self-Directed Brokerage Account) by calling the Automated Telephone Service at 800-842-2252, in writing or on www.tiaa.org. Accumulation transfers, as well as premium allocation changes, will generally be effective as of the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) on the day the instructions are received. Instructions received after the close of the New York Stock Exchange are effective as of its close on the next business day.

PARTICIPANT STATEMENTS

You will receive a confirmation of your balance on your quarterly statement. This report shows the total accumulation, a summary of transactions made during the period, and the value of each your current investments (but not for individual mutual funds within a TIAA Self-Directed Brokerage Account). You also may receive Premium Adjustment Notices. These notices summarize any adjustments made to your annuities and are sent at the time the adjustments are processed.

RETIREMENT AGE

“Normal retirement age” is age 65. However, benefits will not commence under the Retirement Plan until you (and your spouse, if applicable) elect to receive distributions or distributions are required by law in the calendar year after the later of your retirement or your attainment of age 70½.

RETIREMENT INCOME

Retirement benefits may begin following your severance from employment and must commence no later than your “required beginning date.” Your “required beginning date” is the first day of April of the year following the calendar year in which you turned age 70 ½ or retired from the TIAA Family of Companies, if later. You may not receive income under the Retirement Plan while you are still employed, except as required by law.

Although benefits must commence by your required beginning date, you may elect to begin to receive benefits at any time after your severance from employment. You may not elect to receive benefits while you are still employed. A severance from employment will not be deemed to occur until you are no longer employed by any member of the TIAA Family of Companies.

You may choose from among several income options. If you are married, your right to choose an income option will be subject to your spouse’s right to survivor benefits (as discussed in the next section), unless this right is waived by both you and your spouse. The following annuity forms of payments are only available from the TIAA and CREF Retirement

Annuities contracts and certificates (RAs).

The following retirement income options are available under the Retirement Plan:

Single Life Annuity. This option pays you an income for as long as you live, with payments stopping at your death. A single life annuity provides you with a larger monthly income during your lifetime than other options. This option is also available with a 10-, 15-, or 20-year guaranteed payment period (but not exceeding your life expectancy at the time you begin annuity income). If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary(ies) for the rest of the guaranteed period. This is the default distribution option if you are unmarried unless you consent to another payout option within the 180 day period ending on the first day of the first period for an amount is paid as an annuity or any other form.

Survivor Annuity. This option pays you a lifetime income, and if your spouse (or other “second annuitant”) lives longer than you, he or she continues to receive an income for life. Under this option, the amount payable to you is less than it would have been under the single life annuity option to account for the survivor benefit payable. After payment under the annuity begins, you cannot change your choice of second annuitant. The amount you receive and the amount continuing to the survivor depend on which of the following three options you choose:

- *Full Benefit to Survivor.* The same amount of monthly income will be payable as long as either you or your second annuitant is living. If you choose an option with a guaranteed payment period, and both you and the second annuitant die during the guaranteed period, the same amount of income will be payable to the designated beneficiary(ies) for the remainder of the guaranteed period.
- *Three-quarters Benefit to Survivor.* A monthly payment is made to you until the death of either you or your second annuitant, following which the amount of the payments is reduced to three-quarters of the prior amount and will continue for the remainder of the life of the survivor. If you choose an option with a guaranteed payment period, and both you and the second annuitant die during the guaranteed period, the three-quarters benefit amount will be payable to the designated beneficiary(ies) for the remainder of the guaranteed period.
- *Two-thirds Benefit to Survivor.* A monthly payment is made to you until the death of either you or your second annuitant, following which the amount of the payments is reduced to two-thirds of the prior amount and will continue for the remainder of the life of the survivor. If you choose an option with a guaranteed payment period, and both you and the second annuitant die during the guaranteed period, the two-thirds benefit amount will be payable to the designated beneficiary(ies) for the remainder of the guaranteed period.
- *Half Benefit to Second Annuitant.* A monthly payment is made to you as long as you live. If your second annuitant survives you, that person will receive payments for his or her life equal to 50% of the amount you had been receiving. If your Second Annuitant dies before you, the full income continues to you for life. (The value of this option is the actuarial equivalent of the single life annuity for your life). If you choose an option with a guaranteed payment period, and both you and the second annuitant

die during the guaranteed period, the 50% benefit amount will be payable to the designated beneficiary(ies) for the remainder of the guaranteed period.

All survivor annuities are available with a 10-, 15-, or 20-year guaranteed period, which may not exceed the joint life expectancies of you and your spouse (or other second annuitant). The period may be limited by federal tax law.

Qualified Joint and Survivor Annuity. An annuity providing for payments for your life with a survivor annuity for the life of your spouse (or other second annuitant) which is at least 50% of the amount (depending on election) payable during your joint lives. This is the default distribution option if you have a spouse unless you and your spouse consent to another payout option within the 180 day period ending on the first day of the first period for an amount is paid as an annuity or any other form.

Qualified Optional Survivor Annuity. An annuity providing for payments for your life with a survivor annuity for the life of your spouse (or other second annuitant) which is 75% of the amount payable during your joint lives.

Minimum Distribution Option (MDO). The MDO is for participants who are required under the Internal Revenue Code to begin receiving distributions following the later of age 70½ and retirement. With the MDO, you'll receive the required minimum distribution while preserving as much of your accumulation as possible. The minimum distribution will be paid to you annually or in installments as permitted under the MDO contract.

Limited Periodic Withdrawal Option. This option is available only for those participants age 55 or older. Under this option you may receive systematic periodic withdrawals from any or all of the CREF or TIAA variable accounts (but not the TIAA Traditional Annuity) that will not exceed 7% of the annual accumulation of the applicable account or accounts. Such withdrawal will cease no later than the required beginning date. At that time you must choose another income option.

Retirement Transition Benefits. This option permits a participant to receive a one-time payment of up to 10% of your Accumulation Account at the time annuity income begins, provided that the one-sum payment does not exceed 10% of the Accumulation Account then being converted to retirement income. This option cannot be selected in conjunction with the qualified joint and survivor annuity, the MDO, the Limited Periodic Withdrawal option, or the IPRO.

TIAA Interest Payment Retirement Option (IPRO). Participants between ages 55 and 69½ with a TIAA accumulation of at least \$10,000 can receive monthly payments equal to the interest (guaranteed plus dividends) that would otherwise be credited to your TIAA Traditional annuity. Payments will be made at the end of each month. Your principal accumulation is not reduced while you are receiving interest payments.

Payments under the IPRO will consist of the contract interest rate (currently 3%), plus dividends as declared by the TIAA Board of Trustees. Dividends are declared prior to each "Dividend Year", which begins each March 1, and are not guaranteed after the Dividend Year. If you elect the IPRO, these rates will be used to determine your monthly payment rather than be credited to your annuities.

Interest payments made under the IPRO must continue for at least 12 months. Once you start

to receive interest income payments, you must continue receiving them until you begin receiving your accumulation under an annuity income option. Usually, you may delay beginning your annuity income benefits as late as permitted under federal law. When you do begin annuity income from your TIAA accumulations, you may choose any of the lifetime annuity income options available. If you die while receiving interest payments under the IPRO, your beneficiary will receive the amount of your starting accumulation, plus interest earned but not yet paid. If you die after you've begun to receive your accumulation as an annuity, your beneficiary will receive the benefits provided under the annuity income option you have selected.

NOTE: The annuity forms of payments described above are only available from the RAs. Amounts in any other investments will need to be transferred to the RAs in order to be paid as an annuity.

SPOUSE'S RIGHTS

Benefits may be paid to married participants in the Retirement Plan only as described below, unless a written waiver of the benefits by the participant and a written consent to the waiver by the spouse is signed (and notarized) and filed with the Plan Administrator. This provision applies to both retirement benefits and pre-retirement death benefits.

If annuity payments commence before your death, your surviving spouse at your death shall continue to receive income that is at least half, depending on your election, of the annuity income payable during the joint lifetime of you and your spouse (joint and survivor annuity). If you die before annuity payments begin, your surviving spouse shall receive a benefit that is equal to at least half of the full current value of your annuity accumulation (pre-retirement death benefit), payable in a lump sum or under one of the income options offered under your annuity contracts and certificates as elected by your spouse.

A waiver of post-retirement survivor benefits (joint and survivor annuity), must be made during the 30- to 180-day period before the commencement of benefits. The waiver also may be revoked during the same period. It may not be revoked after annuity payments begin.

The period during which you and your spouse may elect to waive the pre-retirement survivor death benefit begins on the first day of the plan year in which you attain age 35. The period continues until the earlier of your death or the date you receive annuity income. If you die before attaining age 35 - that is, before you have had the option to make a waiver - at least half of the full current value of the annuity accumulation is payable automatically to your surviving spouse in a single sum, or under one of the income options offered. If you terminate employment before age 35, the period for waiving the pre-retirement death benefit begins no later than the date of termination. The waiver also may be revoked during the same period.

If there is a judgment, decree or order made under a state domestic relations law which establishes the rights of another person (the "alternate payee") to any part of your benefits under this Retirement Plan, and if such an order (hereafter called a "qualified domestic relations order") is for providing child support, alimony or other marital property payments, then payments will be made according to that order. You may request from the Plan Administrator a copy of the qualified domestic relations order procedures that are used in determining whether an order qualifies under the Retirement Plan. Depending on its terms, a

qualified domestic relations order could change your current spouse's entitlement to benefits under the Retirement Plan and is an exception to the usual requirement that your spouse be considered your primary beneficiary under the Plan.

LUMP SUM PAYMENT / UNIT ANNUITY / REPURCHASE

Certain options described in the RAs, such as the lump sum benefit and unit annuity for a fixed-period option, are not available under the Retirement Plan. In addition, TIAA will not approve any request to repurchase under this plan.

DEATH BENEFITS

If you die before beginning retirement benefits, the full current value of your accounts at that time is payable as a death benefit. You may choose one or more of the options listed in your annuity contracts for payment of the death benefit, or you may leave the choice to your beneficiary. Amounts invested in any other investments can only be paid as an annuity if they are transferred to RAs. The payment options may include:

- The death benefit will be paid to the beneficiary in one sum.
- Income for the lifetime of the beneficiary with payments ceasing at his or her death.
- Income for the lifetime of the beneficiary, with a minimum period of payments of 10, 15 or 20 years, as selected.
- Income for a fixed period of not fewer than five nor more than 30 years, as elected, but not longer than the life expectancy of the beneficiary.
- A minimum distribution option for beneficiaries. This option pays the required minimum distribution under the Internal Revenue Code each year.

Federal tax law puts limitations on when and how beneficiaries receive their death benefits. If you die before the distribution of benefits has begun, your entire interest must normally be distributed, commencing by December 31 of the year after your death, over the life expectancy (or over a period not extending beyond the life expectancy) of a designated beneficiary. If you do not have a designated beneficiary, your entire benefit must be distributed by the December 31 of the year containing the five-year anniversary of your death. If the sole designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the year in which you would have attained age 70½ had you continued to live. The payment of benefits according to the above rules is extremely important. Federal tax law imposes a 50% excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount.

Your beneficiary will be notified of the applicable requirements at the time he or she applies for benefits. You should review your beneficiary designation periodically to make sure that the person you want to receive the benefits is properly designated. You may change your beneficiary by completing the "Designation of Beneficiary" form available on line at www.tiaa.org. If you die without having named a beneficiary, your spouse will automatically receive half of your accumulation. Your estate will receive the other half. If there's no spouse, your estate receives the entire accumulation.

PLAN ADMINISTRATOR

TIAA is the administrator of this Plan. As the Plan Administrator, TIAA is responsible for enrolling participants, forwarding Retirement Plan contributions to selected mutual funds, or as premiums to selected annuity contracts or certificates for each participant, and performing other duties required for operating the Retirement Plan. TIAA may designate, in writing, other persons to carry out duties under the Retirement Plan. TIAA has designated the Senior Vice President, Head of Total Rewards to carry out many duties as Plan Administrator and has designated the TIAA Plan Investment Review Committee to carry out many duties with respect to investment oversight.

ASSIGNMENT

No benefits or interest available under this Retirement Plan will be subject to assignment or alienation, either voluntarily or involuntarily. The preceding sentence will not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a participant pursuant to a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

APPLICATION FOR BENEFITS

Except where otherwise required by law, benefits provided will be payable upon receipt of a satisfactorily completed application for benefits and supporting documents, including any waiver of spousal rights. The necessary forms will be provided to the participant or beneficiary by the Plan Administrator.

REQUESTS FOR INFORMATION AND CLAIMS PROCEDURES

If you believe that you have not been provided with benefits due under the Retirement Plan, then you may file a written request for benefits under this procedure with VP, Head of Benefits for TIAA (the “Head of Benefits”) within twenty-four (24) months after the date you first become aware (or should have first become aware through reasonable investigation) of a possible claim to benefits under the Retirement Plan. If you make such a request for benefits under the Retirement Plan and that claim is denied, in whole or in part, the Head of Benefits shall notify you of the adverse determination within ninety (90) calendar days unless the Head of Benefits determines that special circumstances require an extension of time for processing. If the Head of Benefits determines that an extension of time is necessary, written notice shall be furnished to you prior to the end of the initial ninety (90) day period and the extension shall not exceed ninety (90) days from the original ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension and the date by which the Head of Benefits expects to render a determination. The Head of Benefits shall notify you of the specific reasons for the denial with specific references to pertinent plan provisions on which the denial is based and shall notify you of any additional material or information that is needed to perfect the claim and explanation of why such material or information is necessary. At that time you will be advised of your right to appeal that determination, and given an explanation of the Retirement Plan’s review and appeal procedure including time limits, and a statement regarding your right to bring a civil action under ERISA § 502(a) following an adverse determination on appeal. You may appeal from the determination or denial by

submitting a writing to senior-most executive officer of Human Resources of TIAA (“Senior HR Officer”) within sixty (60) calendar days after receiving a denial notice:

- (a) Requesting a review by the Senior HR Officer of the claim;
- (b) Setting forth all of the grounds upon which the request for review is based and any facts in support thereof; and
- (c) Setting forth any issues or comments which you deem relevant to the claim.

You may submit written comments, documents, records and other information relating to your claim. Upon request, you may obtain free of charge, copies of all documents and records relevant to your claim.

The Senior HR Officer shall act upon the appeal taking into account all comments, documents, records and other information submitted by you without regard to whether such information was submitted or considered in the initial benefit determination and shall render a decision within sixty (60) days or one hundred twenty (120) days in special circumstances after receipt of the appeal. If the Senior HR Officer determines that an extension of time is necessary, written notice of the extension shall be furnished to you prior to the end of the initial sixty-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Senior HR Officer expects to render a determination. The Senior HR Officer shall review the claim and all written materials submitted by you, and may require you to submit, within ten (10) days of its written notice, such additional facts, documents, or other evidence as the Senior HR Officer in his or her sole discretion deems necessary or advisable in making such a review. On the basis of his or her review, the Senior HR Officer shall make an independent determination of your eligibility for benefits and the amount of such benefits under the Plan. The decision of the Senior HR Officer on any claim shall be final and conclusive upon all persons. If the Senior HR Officer denies a claim on review in whole or in part, he or she shall give you written notice of his or her decision setting forth the following: (a) the specific reasons for the denial and specific references to the pertinent plan provisions on which the decision was based; (b) notice that you may obtain free of charge, copies of all documents, records and other information relevant to your claim; and (c) a statement of your right to bring a civil action under § 502(a) of ERISA. If the decision on review is not made within such period, the claim will be considered denied. You or your legal representative may appeal any final decision by filing an action in a federal court of competent jurisdiction, provided that such action is filed no later than 90 days after receipt of a final decision by you or your legal representative.

MILITARY LEAVE

If you are on a qualified military leave, you may be eligible for special rights under the Uniformed Service Employment and Reemployment Rights Act (USERRA) with respect to the Retirement Plan. Upon your return to active employment with TIAA, contact the Plan Administrator for more information.

PLAN TERMINATION AND AMENDMENT

While it is expected that the Retirement Plan will continue indefinitely, TIAA may, by action of the TIAA Board of Trustees, the Human Resources Committee of the TIAA Board of

Trustees, or a person so authorized by resolution of the TIAA Board of Trustees or the Human Resources Committee, modify or discontinue the Retirement Plan at any time. The TIAA Compensation & Benefits Committee has been delegated the authority to amend and modify the Plan. The decision to amend or terminate the Retirement Plan may be due to changes in federal or state laws, the requirements of the Internal Revenue Code or ERISA, or any other reason. An amendment to the Retirement Plan may not reduce your accrued benefits and on plan termination, all affected Participants will become vested in their accounts.

PENSION BENEFIT GUARANTY CORPORATION (“PBGC”)

Since the Retirement Plan is a defined contribution plan, it is not insured by the PBGC. The PBGC is the federal agency that guarantees certain types of benefits under certain plans.

ERISA RIGHTS AND INFORMATION

Receive Information About Your Plan and Benefits

As a participant in this Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites, all documents governing the plan, including insurance contracts, and copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. This plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about this plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the U.S. Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ADDITIONAL INFORMATION

Plan Name:	TIAA Retirement Plan
Type of Plan:	Defined contribution plan
Plan Year:	January 1 through December 31
Plan Number:	001
Administration:	Annuity contracts and certificates
Funding:	Employer contributions
Plan Sponsor:	TIAA 730 Third Avenue New York, New York 10017 (212) 916 4000
Other Participating Employers:	Set forth on Schedule A. A full list of Participating Employers may be obtained upon written request to the Plan Administrator.
Plan Administrator:	Senior Vice President, Total Rewards TIAA 730 Third Avenue New York, New York 10017 (212) 916 4000
Plan's Sponsor's Employer Identification Number:	13-1624203
Plan Trustees:	TIAA Executive Vice Presidents of each of the Human Resources and Finance & Actuarial areas serve as trustees of the Retirement Plan. Correspondence may be sent to: Teachers Insurance and Annuity Association of America TIAA Retirement Plan Trustees 730 Third Avenue New York, New York 10017
Agent for Service of Legal Process: (Service may also be made on Office of the General Counsel, the Trustees or the Plan Administrator)	TIAA 730 Third Avenue New York, New York 10017

GLOSSARY

“Compensation” is defined in the Retirement Plan and generally means your base salary, shift differential, and sales commissions (including any payment labelled by Your Employer as a draw) paid to you prior to the application of (i) contributions made pursuant to a salary reduction agreement which are not includable in your gross income under the 401(k) Plan or a plan or program of your employer that meets the requirements of Section 125 or Section 132(f)(4) of the Internal Revenue Code (e.g., a cafeteria plan or a commuter benefits program); and (ii) any lump sum or single sum salary advance agreement.

“CREF” means College Retirement Equities Fund. CREF is TIAA’s companion organization and provides variable annuities.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Participating Employer” refers to any eligible company that has adopted the 401(k) Plan with approval from TIAA. A full list of Participating Employers may be obtained upon written request to the Plan Administrator.

“RAs” means TIAA and CREF Retirement Annuities contracts and certificates.

“Retirement Plan” means the TIAA Retirement Plan.

“TIAA” means Teachers Insurance and Annuity Association of America.

“TIAA Family of Companies” refers to TIAA and any Related Employer (as defined in the 401(k) Plan Document) and which generally includes corporations of which TIAA owns at least 80%). Note that all Participating Employers are included in TIAA Family of Companies.

“Your Employer” means TIAA (if you are employed by TIAA) or the Participating Employer that employs you.

SCHEDULE A - LIST OF PARTICIPATING EMPLOYERS
As of January 1, 2018

Nuveen Services, LLC

TIAA, FSB and its subsidiaries

This list may be updated from time to time. A full list of Participating Employers may be obtained upon written request to the Plan Administrator.

**SCHEDULE B – SPECIAL ELIGIBILITY RULES FOR
PARTICIPATING EMPLOYERS
As of January 1, 2018**

Nuveen Services, LLC

Employees of Nuveen Services, LLC that have been designated by that company as primarily supporting one of the following entities are not eligible to participate in the Retirement Plan:

- Gresham Asset Management LLC
- Symphony Asset Management, LLC
- Santa Barbara Asset Management or
- Winslow Capital Management, LLC

If you have questions regarding whether your position is eligible for the Retirement Plan, please *call* 1-844-4-TIAAHR (844-484-2247), option 3, then option 1.

APPENDIX A – LIST OF CONTACTS

TIAA Retirement Plan and/or TIAA Code Section 401(k) Plan

<i>If you have questions regarding...</i>	<i>And you work for...</i>	<i>Please contact...</i>
General Participation <ul style="list-style-type: none"> • Eligibility • Contributions • Vesting or Years of Service • Leaves of Absence & Disability 401(k) Only - Loans Transferred from a Participating Employer All Other Questions	TIAA TIAA, FSB Nuveen Services, LLC	<i>Call 1-844-4-TIAAHR (844-484-2247), option 3, then option 1</i>
	Envisage Information Systems, LLC	<i>Call 1-607-275-5710, and ask for human resources</i> <i>Or Email hr&envisagesystems.com</i>
	AGR Partners LLC	<i>Call 1-530-564-0626 and ask for human resources</i> <i>Or Email hr@agrpartners.com</i>
Plan Investments <ul style="list-style-type: none"> • Investment options • Changing allocation of contributions • Transferring plan investments) Distribution Options Death Benefits and Beneficiaries 401(k) Only - Taking Out a New Loan; Hardship Withdrawals	TIAA TIAA, FSB Nuveen Services, LLC	<i>Call 1-844-4-TIAAHR (844-484-2247), option 3, then option 2</i> <i>Or log into your account at TIAA.org</i>
	Envisage Information Systems, LLC	<i>Call 1-877-452-9798</i> <i>Or log into your account at TIAA.org</i>
	AGR Partners LLC	<i>Call 1-877-452-9798</i> <i>Or log into your account at TIAA.org</i>
For a recorded message of <ul style="list-style-type: none"> • Current interest rate for contributions to TIAA Traditional Annuity • Current accumulation unit values for the CREF Accounts, the Real Estate Account and the Funds and the seven-day yield for the CREF Money Market Account 	All Employers	<i>Call 1-800-842-2252</i>
Self-Directed Brokerage Account	All Employers	<i>Call 1 800 927 3059</i> <i>Or log into your account at TIAA.org</i>