

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2022

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 33-92990; 333-263515

**TIAA REAL ESTATE ACCOUNT**

(Exact name of registrant as specified in its charter)

New York

(State or other jurisdiction of  
incorporation or organization)

NOT APPLICABLE

(I.R.S. Employer Identification No.)

C/O TEACHERS INSURANCE AND  
ANNUITY ASSOCIATION OF AMERICA

730 Third Avenue

New York, New York 10017-3206

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (212) 490-9000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None.		

Securities registered pursuant to Section 12(g) of the Act:

None.
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act:

Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" or "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Non-accelerated filer (Do not check if a smaller reporting company) ☒

Accelerated filer ☐

Smaller Reporting Company ☐

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Aggregate market value of voting stock held by non-affiliates: Not Applicable

Documents Incorporated by Reference: None

## TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
<u>Part I</u>	
<u>Item 1.</u> Business	3
Summary Risk Factors	9
<u>Item 1A.</u> Risk Factors	10
<u>Item 1B.</u> Unresolved Staff Comments	35
<u>Item 2.</u> Properties	35
<u>Item 3.</u> Legal Proceedings	45
<u>Item 4.</u> Mine Safety Disclosures	45
<u>Part II</u>	
<u>Item 5.</u> Market for the Registrant's Securities, Related Stockholder Matters, and Issuer Purchases of Equity Securities	46
<u>Item 6.</u> [Reserved]	46
<u>Item 7.</u> Management's Discussion and Analysis of the Account's Financial Condition and Results of Operations	46
<u>Item 7A.</u> Quantitative and Qualitative Disclosures about Market Risk	62
<u>Item 8.</u> Consolidated Financial Statements and Supplementary Data	64
<u>Item 9.</u> Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	112
<u>Item 9A.</u> Controls and Procedures	112
<u>Item 9B.</u> Other Information	112
<u>Item 9C.</u> Disclosure Regarding Foreign Jurisdictions that Prevent Inspection	112
<u>Part III</u>	
<u>Items 10 and 11.</u> Directors, Executive Officers, and Corporate Governance of the Registrant; Executive Compensation	113
<u>Item 12.</u> Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	115
<u>Item 13.</u> Certain Relationships and Related Transactions, and Director Independence	115
<u>Item 14.</u> Principal Accountant Fees and Services	116
<u>Part IV</u>	
<u>Item 15.</u> Exhibits and Consolidated Financial Statement Schedules	117
<u>Item 16.</u> Form 10-K Summary	118
<u>Signatures</u>	119

## PART I

### ITEM 1. BUSINESS.

**General.** The TIAA Real Estate Account (the “Real Estate Account”, the “Account” or the “Registrant”) was established on February 22, 1995, as an insurance company separate account of Teachers Insurance and Annuity Association of America (“TIAA”), a New York insurance company, by resolution of TIAA’s Board of Trustees (the “Board”). The Account, which invests mainly in real estate and real estate-related investments, is a variable annuity investment option offered through individual, group and tax-deferred annuity contracts available to employees in the academic, medical, cultural and research fields. The Account commenced operations on July 3, 1995, and interests in the Account were first offered to eligible participants (or “contract owners”) on October 2, 1995.

The Account offers individual and group accumulating annuity contracts (with contributions made on a pre-tax or after-tax basis), as well as individual lifetime and term-certain variable payout annuity contracts (including the payment of death benefits to beneficiaries). Investors are entitled to transfer funds to or from the Account under certain circumstances. Funds invested in the Account for each category of contract are expressed in terms of units, and unit values will fluctuate depending on the Account’s performance.

The Account is regulated by the New York State Department of Financial Services (“NYDFS”), and the insurance departments of certain other jurisdictions in which the annuity contracts are offered. Although TIAA owns the assets of the Real Estate Account and the Account’s obligations are obligations of TIAA, the Account’s income, investment gains and investment losses are credited to or charged against the assets of the Account without regard to TIAA’s other income, gains, or losses. Under New York insurance law, the Account cannot be charged with liabilities incurred by any other TIAA business activities or any other TIAA separate account.

The Real Estate Account is designed as an option for retirement and tax-deferred savings plans for employees of non-profit and governmental institutions. TIAA currently offers the Real Estate Account under the following annuity contracts:

- RAs and GRAs (Retirement Annuities and Group Retirement Annuities)
- SRAs (Supplemental Retirement Annuities)
- GSRAs (Group Supplemental Retirement Annuities)
- Retirement Choice and Retirement Choice Plus Annuities
- GAs (Group Annuities) and Institutionally Owned GSRAs
- Traditional and Roth IRAs (Individual Retirement Annuities) including SEP IRAs (Simplified Employee Pension Plans)
- Keoghs
- ATRAs (After-Tax Retirement Annuities)
- Real Estate Account Accumulation Contracts

Note that state regulatory approval may be pending for certain of these contracts and these contracts may not currently be available in every state. TIAA may also offer the Real Estate Account as an investment option under additional contracts, both at the individual and plan sponsor level, in the future.

**Investment Objective.** The Real Estate Account seeks to generate favorable total returns primarily through the rental income and appreciation of a diversified portfolio of directly held, private real estate investments and real estate-related investments, while offering investors guaranteed, daily liquidity.

#### **Investment Strategy**

*Real Estate-Related Investments.* The Account intends to have between 75% and 85% of its net assets invested directly in real estate or real estate-related investments with the goal of producing favorable long-term returns primarily through rental income and appreciation. These investments may consist of:

- Direct ownership interests in domestic and foreign real estate;
- Direct ownership of real estate through interests in joint ventures; or



- Indirect interests in real estate through real estate-related securities, such as:
  - private real estate limited partnerships and limited liability companies (collectively, “real estate funds”);
  - real estate operating businesses;
  - investments in equity or debt securities of domestic and foreign companies whose operations involve real estate (i.e., that primarily own, develop or manage real estate) which may not be real estate investment trusts (“REITs”);
  - domestic or foreign loans, including conventional commercial mortgage loans, participating mortgage loans, secured domestic and foreign (including U.K.) mezzanine loans, subordinated loans and collateralized mortgage obligations, including commercial mortgage-backed securities (“CMBS”), collateralized mortgage obligations (“CMOs”) and other similar investments; and
  - public and/or privately placed, domestic and foreign, registered and unregistered equity investments in REITs, which investments may consist of registered or unregistered common or preferred stock interests.

The Account’s principal strategy is to purchase direct ownership interests in income-producing real estate, including the four primary sectors of office, industrial, retail, and multi-family, and alternative real estate sectors (defined as real estate outside of the four primary sectors noted above). The Account targets holding between 65% and 85% of the Account’s net assets in such direct ownership interests.

In addition, the Account is authorized to hold up to 25% of its net assets in liquid real estate-related securities, including publicly traded REITs and CMBS. Management intends that the Account will not hold more than 10% of net assets in such securities on a long-term basis. As of December 31, 2022, the Account did not hold any publicly traded REITs or CMBS.

In making commercial real estate investments within the Account, TIAA seeks to make investments that are suitable from a financial perspective, taking into account the potential financial impacts associated with industry recognized environmental, social and governance (“ESG”) criteria. The Account intends to promote awareness of these criteria to its joint venture partners, vendors and other stakeholders in connection with portfolio related activity involving commercial real estate transactions. TIAA believes awareness, and, as appropriate, implementation of ESG criteria in commercial real estate holdings is beneficial to total long-term returns for the Account. In its evaluation of commercial real estate opportunities, the Account will take ESG considerations into account as part of the financial assessment of a commercial real estate portfolio asset, and not to achieve a desired outcome or as an investment qualification or screen. Ultimately, the Account will make an investment decision that incorporates ESG criteria only to the extent that the criteria is reasonably expected to enhance our understanding of the investment’s ability to achieve desired returns for the Account.

*Liquid, Fixed-Income Investments.* The Account will invest the remaining portion of its assets (targeted to be between 15% and 25% of its net assets) in the following types of liquid, fixed income investments;

- U.S. Treasury or U.S. Government agency securities;
- Intermediate-term or long-term government related instruments, such as bond or other fixed-income securities issued by U.S. Government agencies, U.S. states or municipalities or U.S. Government-sponsored entities as well as foreign governments and their agencies (including those in emerging markets) and supranational or multinational organizations (e.g., European Union);
- Intermediate-term or long-term non-government related instruments, such as corporate debt securities, domestic- or foreign mezzanine or other debt, and structured securities, (e.g. unsecured debt obligations with a return linked to the performance of an underlying asset). Such structured securities may include asset-backed securities (“ABS”) issued by domestic or foreign entities, mortgage backed securities (“MBS”), residential mortgage backed securities (“RMBS”), debt securities of foreign governments, and collateralized debt (“CDO”), collateralized bond (“CBO”) and collateralized loan (“CLO”) obligations, but only if such non-government related instruments are investment-grade securities;
- Money market instruments and other cash equivalents. These will usually be high-quality, short-term debt instruments, including U.S. Government or government agency securities, commercial paper, certificates of

deposit, bankers' acceptances, repurchase agreements, interest-bearing time deposits, and corporate debt securities; and

- To a limited extent, privately issued (or non-publicly traded) debt securities, including Rule 144A securities, issued by domestic and foreign companies that do not primarily own or manage real estate, but only if such domestic and foreign privately issued debt securities are investment-grade securities.

*Liquid Securities Generally.* Primarily due to management's need to manage fluctuations in cash flows, in particular during and following periods of significant contract owner net transfer activity into or out of the Account, the Account may, on a temporary basis (i) exceed the upper end of its targeted holdings (currently 35% of the Account's net assets) in liquid securities of all types, including both publicly traded non-real estate-related liquid investments and liquid real estate-related securities, such as REITs, and structured securities including ABS, RMBS, CMBS and MBS, or (ii) be below the low end of its targeted holdings in such liquid securities (currently 15% of the Account's net assets).

The portion of the Account's net assets invested in liquid investments of all types may exceed the upper end of its target, for example, if (i) the Account receives a large inflow of money in a short period of time, in particular due to significant contract owner transfer activity into the Account, (ii) the Account receives significant proceeds from sales or financings of direct real estate assets, (iii) there is a lack of attractive direct real estate investments available on the market, and/or (iv) the Account anticipates more near-term cash needs, including to acquire or improve direct real estate investments, pay expenses or repay indebtedness. Conversely, the portion of the Account's net assets invested in liquid investments of all types may exceed the lower end of its target, for example, during and immediately following periods of significant net contract owner outflows.

*Foreign Investments.* The Account may also make foreign real estate, foreign real estate-related investments and foreign liquid, fixed-income investments. Under the Account's investment guidelines, investments in direct foreign real estate and real estate loans, together with foreign real estate-related securities and foreign liquid, fixed-income investments may not comprise more than 25% of the Account's net assets. However, management does not intend such foreign investments, in the aggregate, to exceed 10% of the Account's net assets. As of December 31, 2022, the Account held \$29.4 million in foreign real estate investments.

In managing any domestic or foreign mezzanine debt or other domestic or foreign loans or securities, the Account may enter into certain derivatives transactions (including forward currency contracts and swaps, futures contracts, put and call options and other hedging transactions) in order to hedge against the risks of exchange rate uncertainties, interest rate uncertainties and foreign currency or market fluctuations impacting the Account's domestic or foreign investments. The Account does not intend to speculate in such transactions.

**Investments Summary.** At December 31, 2022, the Account's net assets totaled \$29.7 billion. As of that date, the Account's investments in real estate properties, real estate joint ventures, real estate funds, a real estate operating business and loans receivable, net of the fair value of loans payable on real estate and the Account's outstanding balance on the term loan and senior notes payable, represented 92.9% of the Account's net assets. The remaining 7.1% of net assets is primarily comprised of short-term marketable securities such as U.S. Treasury securities, U.S. government agency notes and corporate bonds.

**Borrowing.** The Account is authorized to borrow money and assume or obtain a mortgage on a property (i.e., make leveraged real estate investments) in accordance with the Account's current investment guidelines. Under such guidelines, management intends to maintain the Account's loan-to-value ratio (as defined below) at or below 30%. Forms of borrowing may include:

- placing new debt on properties;
- refinancing outstanding debt;
- assuming debt on the Account's properties;
- extending the maturity date of outstanding debt;
- an unsecured line of credit, credit facility or bank loan; or
- the issuance of debt securities.

The Account's loan-to-value ratio at any time is based on the ratio of the outstanding principal amount of the Account's debt to the Account's total gross asset value and excludes leverage, if any, employed by REITs and underlying partnerships or investment funds in which the Account invests. This ratio will be measured at the time of any debt incurrence and will be assessed after giving effect thereto. The Account's total gross asset value, for these purposes, is equal to the total fair value of the Account's assets (including the fair value of the Account's interest in joint ventures), with no reduction associated with any indebtedness on such assets. In calculating outstanding indebtedness, we include only the Account's actual percentage interest in any borrowings on a joint venture investment and not that of any joint venture partner. Also, at the time the Account (or a joint venture in which the Account is a partner) enters into a revolving or other line of credit, management includes only amounts outstanding when calculating outstanding indebtedness.

From time to time, the Account may increase its loan-to-value ratio above the targeted ratio of 20% or less in order to satisfy short-term and long-term portfolio management needs such as addressing debt maturities and ongoing working capital requirements. If the value of the Account's portfolio investments decrease, then the Account's loan-to-value ratio of the Account may increase above the loan-to-value ratio which Account management intends to achieve or has targeted.

As of December 31, 2022, the principal amount of mortgages secured by the Account's wholly-owned properties was \$1.9 billion. When combined with the Account's equity share of the \$3.0 billion in mortgages held within and serviced by the Account's joint venture investments, \$500.0 million of term loan outstanding, \$500.0 million of senior notes payable outstanding and \$264.5 million in loans collateralized by loans receivable, the Account's total outstanding debt is \$6.2 billion, which is used to derive the Account's loan-to-value ratio of 17.2% as of December 31, 2022.

In times of high net inflow activity, in particular during times of high net contract owner transfer inflows, management may determine to apply a portion of cash flows to make prepayments of indebtedness prior to scheduled maturity, which would have the effect of reducing the Account's loan-to-value ratio. Such prepayments may require the Account to pay fees or "yield maintenance" amounts to lenders.

The Account may borrow up to 70% of the then-current value of a property, although construction loans may be for 100% of costs incurred in developing the property. Except for construction loans, any mortgage loans on a property will be non-recourse to the Account. For this purpose, non-recourse means that if there is a default on a loan in respect to a specific property, the lender will have recourse to (i.e., be able to foreclose on) only the property encumbered (or the joint venture owning the property), or to other specific Account properties that may have been pledged as security for the defaulted loan, but not to any other assets of the Account.

Currently, TIAA, on behalf of the Account, maintains a credit agreement with a syndicate of third-party bank lenders, including JPMorgan Chase Bank, N.A. (the "Credit Agreement"), comprised of an unsecured revolving line of credit and a term loan. In addition, TIAA, on behalf of the Account, entered into a note purchase agreement (the "Note Purchase Agreement") with certain qualified institutional purchasers party thereto (collectively, the "Note Holders"). The Notes are unsecured obligations of the Account and were offered and sold by the Account to the Note Holders pursuant to an applicable exemption under the federal securities laws. The Account may use the proceeds of borrowings under the Credit Agreement, the Note Purchase Agreement, or future similar lending and debt arrangements for funding general organizational purposes of the Account in the ordinary course of business, including financing certain real estate portfolio investments. The Account may enter into additional unsecured lines of credit, credit facilities, term bank loans underwritten by one or more third-party lenders, and note purchase agreements or similar contractual arrangements related to the issuance of debt securities.

**Risk Factors.** The Account's assets and income can be affected by a variety of risk factors. These risks are more fully described under Item 1A of this report.

**Personnel and Management.** The Account has no officers, directors or employees. TIAA employees, under the direction and control of the Board, manage the investment of the Account's assets, following investment management procedures TIAA has adopted for the Account. References to "Management" herein refer to the employees and officers of TIAA responsible for management of the Account. In addition, TIAA performs

administration functions for the Account (which includes receiving and allocating premiums, calculating and making annuity payments and providing recordkeeping and other services). Distribution services for the Account (which include, without limitation, distribution of the annuity contracts, advising existing annuity contract owners in connection with their accumulations and helping employers implement and manage retirement plans) are performed by TIAA-CREF Individual & Institutional Services, LLC (“Services”), a wholly-owned subsidiary of TIAA, and a registered broker-dealer and member of the Financial Industry Regulatory Authority (“FINRA”). TIAA and Services provide investment management, administration, and distribution services, as applicable, to the Account on an “at-cost” basis.

**Contracts.** TIAA offers the Account as a variable option for the annuity contracts listed earlier in this Item 1, although some employer plans may not offer the Account as an option for certain contracts. Each payment to the Account buys a number of accumulation units. Similarly, any transfer or withdrawal from the Account results in the redemption of a number of accumulation units. The price paid for an accumulation unit, and the price received for an accumulation unit when redeemed, is the accumulation unit value (“AUV”) calculated for the business day on which the contract owner’s purchase, redemption or transfer request is received in good order (unless a contract owner asks for a later date for a redemption or transfer).

Subject to the terms of the contracts and a contract owner’s employer’s plan, a contract owner can move money to and from the Account in the following ways, among others:

- from the Account to a College Retirement Equities Fund (“CREF”) investment account, a TIAA Access variable account (if available), TIAA’s Traditional Annuity or a mutual fund (including TIAA-CREF affiliated mutual funds) or other options available under the plan;
- to the Account from a CREF investment account, a TIAA Access variable account (if available), TIAA’s Traditional Annuity (transfers from TIAA’s Traditional Annuity under RA, GRA or Retirement Choice contracts are subject to restrictions), a TIAA-CREF affiliated mutual fund or from other companies’ plans;
- by withdrawing cash; and/or
- by setting up a program of automatic withdrawals or transfers.

Importantly, transfers out of the Account to a TIAA or CREF account or into another investment option can be executed on any business day, but are limited to once per calendar quarter, although some plans may allow systematic transfers that result in more than one transfer per calendar quarter. TIAA reserves the right to stop accepting transfers into the Account at any time. Other limited exceptions may apply. Also, transfers to CREF accounts or to certain other options may be restricted by an employer’s plan, current tax law or by the terms of a contract owner’s contract. In addition, with most contracts, individual contract owners are subject to certain limitations on making internal transfers into their Account accumulation if, after giving effect to such transfer, the total value of such contract owner’s Account accumulation (under all contracts issued to such contract owner) would exceed \$150,000. Categories of transactions that TIAA deems “internal funding vehicle transfers” for purposes of this limitation are described in the applicable contract or endorsement form in the Account’s prospectus. The effective date of the limitation as it applies to an individual contract owner will be reflected on his or her applicable contract or endorsement form.

**Appraisals and Valuations.** With respect to the Account’s real property investments or associated interest in the underlying property held by a joint venture investment (collectively “real properties”), following the initial purchase of a property or the making of a mortgage loan on a property by the Account (at which time the Account normally receives an independent appraisal on such property), each of the Account’s real properties are appraised, and mortgage loans are valued, at least once every calendar quarter or sooner as circumstances arise. Each of the Account’s real estate properties is appraised each quarter by an independent third-party state-certified (or its foreign equivalent) appraiser (which we refer to in this report as an “independent appraiser”) who is a member of a professional appraisal organization. In addition, TIAA’s internal appraisal staff performs a review of each of these quarterly appraisals, in conjunction with the Account’s independent fiduciary, and TIAA’s internal appraisal staff or the independent fiduciary may request an additional appraisal or valuation outside of this quarterly cycle. Any differences in the conclusions of TIAA’s internal appraisal staff and the independent appraiser will be reviewed by the independent fiduciary, which will make a final determination on the matter (which may include ordering a subsequent independent appraisal).

In general, the Account records appraisals of its real estate properties spread out throughout the quarter, which is intended to result in appraisal adjustments and thus adjustments to the valuations of its holdings (to the extent adjustments are made) happen regularly throughout each quarter and not on one specific day in each period. In addition, an estimated daily equivalent of net operating income is taken into consideration and is adjusted for actual transactional activity. The remaining assets in the Account are primarily marketable securities that are priced on a daily basis. See “Management’s Discussion and Analysis of the Account’s Financial Condition and Results of Operations—Critical Accounting Estimates” in this Form 10-K for more information on how each class of the Account’s investments are valued.

**Liquidity Guarantee.** The TIAA General Account provides the Account with a liquidity guarantee enabling the Account to have funds available to meet contract owner redemption, transfer or cash withdrawal requests. The Account pays TIAA for the risk associated with providing the liquidity guarantee through a daily deduction from the Account’s net assets. If the Account cannot fund contract owner requests from the Account’s own cash flow and liquid investments, the TIAA General Account will fund them by purchasing accumulation units issued by the Account (accumulation units that are purchased by TIAA are generally referred to as “liquidity units”). The liquidity guarantee is required by the NYDFS. TIAA guarantees that contract owners can redeem their accumulation units at the accumulation unit value next determined after their transfer or cash withdrawal request is received in good order. Liquidity units owned by TIAA are valued in the same manner as accumulation units owned by the Account’s contract owners.

The liquidity guarantee is not a guarantee of the investment performance of the Account or a guarantee of the value of a contract owner’s units.

*Redemption of Liquidity Units.* The independent fiduciary is vested with oversight and approval over any redemption of TIAA’s liquidity units, acting in the best interests of Real Estate Account contract owners.

To the extent liquidity units are held by the TIAA General Account, the independent fiduciary reserves the right to authorize or direct the redemption of all or a portion of liquidity units at any time. Upon termination and liquidation of the Account (wind-up), any liquidity units held by TIAA will be the last units redeemed, unless the independent fiduciary directs otherwise.

**Independent Fiduciary.** Because TIAA’s ability to purchase and sell liquidity units raises certain technical issues under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), TIAA applied for and received a prohibited transaction exemption from the U.S. Department of Labor in 1996 (“PTE 96-76”). In connection with the exemption, TIAA has appointed an independent fiduciary for the Account, with overall responsibility for reviewing the Account’s transactions to determine whether they are in accordance with the Account’s investment guidelines. SitusAMC Real Estate Valuation Services, LLC, formerly known as RERC, LLC, a real estate consulting firm whose principal offices are located in West Des Moines, IA (“SitusAMC”), was appointed as independent fiduciary beginning March 1, 2006 and currently serves as the Account’s independent fiduciary, pursuant to an engagement letter agreement effective March 1, 2022, whose term expires on February 28, 2027. The independent fiduciary’s responsibilities include:

- reviewing and approving the Account’s investment guidelines and monitoring whether the Account’s investments comply with those guidelines;
- reviewing and approving valuation procedures for the Account’s properties;
- approving adjustments to any property valuations that change the value of the property or the Account as a whole above or below certain prescribed levels, or that are made within three months of the annual independent appraisal;
- reviewing and approving how the Account values accumulation and annuity units;
- approving the appointment of all independent appraisers;
- reviewing the purchase and sale of units by TIAA to ensure that the Account uses the correct unit values; and
- requiring appraisals besides those normally conducted, if the independent fiduciary believes that any of the properties have changed materially, or that an additional appraisal is necessary to ensure the Account has correctly valued a property.

In addition, the independent fiduciary has certain responsibilities with respect to the Account that it had historically undertaken or is currently undertaking with respect to TIAA's purchase and ownership of liquidity units, including among other things, reviewing the purchases and redemption of liquidity units by TIAA to ensure the Account uses the correct unit values. In connection therewith, as set forth in PTE 96-76, the independent fiduciary's responsibilities include:

- establishing the percentage of total accumulation units that TIAA's ownership should not exceed (the "trigger point") and creating a method for changing the trigger point;
- approving any adjustment of TIAA's ownership interest in the Account and, in its discretion, requiring an adjustment if TIAA's ownership of liquidity units reaches the trigger point; and
- once the trigger point has been reached, participating in any program to reduce TIAA's ownership in the Account by utilizing cash flow or liquid investments in the Account, or by utilizing the proceeds from asset sales.

If the independent fiduciary were to determine that TIAA's ownership should be reduced following the trigger point, its role in participating in any asset sales program would include (i) participating in the selection of properties for sale, (ii) providing sales guidelines, and (iii) approving those sales if, in the independent fiduciary's opinion, such sales are desirable to reduce TIAA's ownership of liquidity units.

**Available Information.** The Account's annual report on Form 10-K, quarterly reports on Form 10-Q, and any amendments to those reports, filed by the Account with the Securities and Exchange Commission on or after the date hereof, can be accessed free of charge at [www.tiaa.org](http://www.tiaa.org). Information contained on this website is expressly not incorporated by reference into this annual report on Form 10-K.

## **SUMMARY RISK FACTORS.**

Investing in the Account involves a high degree of risk. Some, but not all, of the risks and uncertainties that we face are risks related to:

- Acquiring, owning and selling real property and real estate investments, including risks related to general economic and real estate market conditions, the risk that the Account's properties become too concentrated (whether by geography, sector or by tenant mix) and the risk that the sales price of a property might differ from its estimated or appraised value;
- Property valuations, including the fact that the Account's appraisals are generally obtained on a quarterly basis and there may be periods in between appraisals of a property during which the value attributed to the property for purposes of the Account's daily accumulation unit value may be more or less than the actual realizable value of the property;
- Financing the Account's properties, including the risk of default on loans secured by the Account's properties (which could lead to foreclosure);
- Contract owner transactions, in particular that (i) significant net contract owner transfers out of the Account may impair our ability to pursue or consummate new investment opportunities, (ii) significant net contract owner transfers into the Account may result, on a temporary basis, in our cash holdings and/or holdings in liquid non-real estate-related investments exceeding our long-term targeted holding levels and (iii) high levels of cash and liquid non-real estate-related investments in the Account during times of appreciating real estate values can impair the Account's overall return;
- Joint ventures and real estate funds, including the risk that the Account may have limited rights with respect to the joint venture or that a co-venturer or fund manager may have financial difficulties;
- Governmental regulatory matters such as zoning laws, rent control laws, and property and other taxes;
- Potential liability for damage to the environment or injury to individuals caused by hazardous substances used or found on its properties, as well as risks associated with federal and state environmental laws, which may impose restrictions on the manner in which a property may be used;
- Certain catastrophic losses that may be uninsurable, as well as risks related to climate-related changes and hazards, which could adversely impact the Account's investment returns;

- ESG criteria used to assess economic risk or financial opportunity projections in the evaluation of commercial real estate investments may not materialize in the way we have anticipated, resulting in the Account subsequently underperforming relative to other investment vehicles that did not utilize such ESG criteria in selecting and managing portfolio properties;
- Countries with emerging market, foreign commercial real properties, foreign real estate loans, foreign debt investments and foreign securities investments that may experience unique risks such as changes in currency exchange rates, imposition of market controls or currency exchange controls, seizure, expropriation or nationalization of assets, political, social or diplomatic events or unrest, regulatory and taxation risks and risks associated with enforcing judgments in foreign countries that could cause the Account to lose money;
- Investments in REITs, including changes in the value of the underlying properties or by the quality of any credit extended, as well as exposure to market risk due to changing conditions in the financial markets;
- Investments in mortgage-backed securities, which are subject to the same risks inherent in real estate investing, making mortgage loans and investing in debt securities. For example, the underlying mortgage loans may experience defaults, are subject to prepayment risks and are sensitive to economic conditions impacting the credit markets generally;
- Risks associated with the Account's investments in mortgage loans, including (i) borrower default that results in the Account being unable to recover its original investment, (ii) liens that may have priority over the Account's security interest, (iii) a deterioration in the financial condition of tenants, and (iv) changes in interest rates for the Account's variable-rate mortgage loans and other debt instruments;
- Risks associated with the Account's investments in, and leasing of, single-family real estate include risks relating to the condition of the properties, the credit quality and employment stability of the tenants, and compliance with applicable local laws regarding the acquisition and leasing of single family real estate (which may include manufactured housing);
- Investment securities issued by U.S. Government agencies and U.S. Government-sponsored entities, including the risk that the issuer may not have their securities backed by the full faith and credit of the U.S. Government, which could adversely affect the pricing and value of such securities;
- Risks associated with investments in liquid, fixed-income investments and real estate-related liquid assets (which could include, from time to time, registered or unregistered REIT securities and CMBS), and non-real estate-related liquid assets,
- Conflicts of interests associated with TIAA serving as investment manager of the Account and provider of the liquidity guarantee while also serving as an investment manager to other real estate accounts or funds;
- Lending securities, which has the Account bear the market risk with respect to the investment of collateral or a portion of the income generated by interest paid by the securities lending agent on the cash collateral balance;
- The Account's requirement to sell property in the event that TIAA owns too large of a percentage of the Account's accumulation units, which sales could occur at a time or price that is not optimal for the Account's returns; and
- The tax rules applicable to the contracts vary and your rights under a contract may be subject to the terms of your employer's retirement plan itself, regardless of the terms of the contract. We cannot provide detailed information on all tax aspects of owning the contracts. Tax rules may change without notice, and we cannot predict whether, when, or how tax rules could change or what, if any, tax legislation will actually be proposed or enacted.

This summary does not address all of the risks that we face. Additional discussion of the risks summarized above, and other risks that we face, can be found in the "Risk Factors" section directly below.

## **ITEM 1A. RISK FACTORS.**

**The value of your investment in the Account will fluctuate based on the value of the Account's assets, the income the assets generate and the Account's expenses. Contract owners can lose money by investing in the Account. The past performance of the Account is not indicative of future results.** There is risk associated with an investor attempting to "time" an investment in the Account's units, or effecting a redemption of an investor's units. The Account's assets and income can be affected by many factors, and you should consider the specific risks

presented below before investing in the Account. In particular, for a discussion of how forward-looking statements contained in this annual report on Form 10-K are subject to uncertainties that are difficult to predict, which may be beyond management's control and which could cause actual results to differ materially from historical experience or management's present expectations, please refer to the subsection entitled "*Forward-Looking Statements*," which is contained in the section entitled "*Management's Discussion and Analysis of the Account's Financial Condition and Results of Operations*."

## **RISKS ASSOCIATED WITH REAL ESTATE INVESTING**

**General Risks of Acquiring and Owning Real Property.** As referenced elsewhere in this report, the substantial majority of the Account's net assets consist of direct ownership interests in real estate. As such, the Account is particularly subject to the risks inherent in acquiring and owning real property, including in particular the following:

- *Adverse Global and Domestic Economic Conditions.* The economic conditions in the markets where the Account's properties are located may be adversely impacted by factors which include:
  - adverse domestic or global economic conditions, particularly in the event of a deep recession which results in significant employment losses across many sectors of the economy and reduced levels of consumer spending;
  - a weak market for real estate generally and/or in specific locations where the Account may own property, including, among other reasons, as a result of an epidemic, pandemic or other health-related issue, or changing economic or market environment with high inflation or rapid increases in interest rates, in one or more markets where the Account owns property;
  - business closings, industry or sector slowdowns, employment losses and related factors;
  - the availability of financing (both for the Account and potential purchasers of the Account's properties);
  - an oversupply of, or a reduced demand for, certain types of real estate properties;
  - natural disasters (including hurricanes, tornadoes, earthquakes and tsunamis), rising sea levels due to global climate warming or otherwise, flooding and other significant and severe weather-related events;
  - health emergencies, such as pandemics and epidemics;
  - changing economic or market environments with high inflation or rapid increases in interest rates;
  - cyber attacks;
  - terrorist attacks and/or other man-made events; and
  - decline in population or shifting demographics.

The incidence of some or all of these factors could reduce occupancy, rental rates and the fair value of the Account's real properties or interests in investment vehicles (such as real estate funds) which directly hold real properties.

*Concentration Risk.* The Account may experience periods in which its investments are geographically concentrated, either regionally or in certain markets with similar demographics. Further, while the Account seeks diversification across the four primary sectors of office, industrial, retail and multi-family, as well as across alternative real estate sectors, the Account may experience periods where it has concentration in one property type, increasing the potential exposure if there were to be an oversupply of, or a reduced demand for, certain types of real estate properties in the markets in which the Account operates. Also, the Account may experience periods in which its tenant base is concentrated within a particular primary industry sector (e.g., retail mall shopping centers, industrial properties or office space) or an alternative real estate sector. If any or all of these events occur, the Account's income and performance may be adversely impacted disproportionately by deteriorating economic conditions in those areas or industry sectors in which the Account's investments are concentrated. Also, the Account could experience a more rapid negative change in the value of its real estate investments than would be the case if its real estate investments were more diversified.

*Leasing Risk.* A number of factors could cause the Account's rental income, a key source of the Account's revenue and investment return, to decline, which would adversely impact the Account's results and investment returns. These factors include the following:



- A property may be unable to attract new tenants or retain existing tenants. This situation could be exacerbated if a concentration of lease expirations occurred during any one time period or multiple tenants exercise early termination at the same time.
- The financial condition of our tenants may be adversely impacted, particularly in a prolonged economic downturn. The Account could lose revenue if tenants do not pay rent when contractually obligated, request some form of rent relief and/or default under a lease at one of the Account's properties. Such a default could occur if a tenant declared bankruptcy, suffered from a lack of liquidity, failed to continue to operate its business or for other reasons. In the event of any such default, we may experience a delay in, or an inability to effect, the enforcement of our rights against that tenant, particularly if that tenant filed for bankruptcy protection. Further, any disputes with tenants could involve costly and time consuming litigation.
- In the event a tenant vacates its space in one of the Account's properties, whether as a result of a default, the expiration of the lease term, rejection of the lease in bankruptcy or otherwise, given current market conditions, we may not be able to re-lease the vacant space either (i) for as much as the rent payable under the previous lease or (ii) at all. Also, we may not be able to re-lease such space without incurring substantial expenditures for tenant improvements and other lease-up related costs, while still being obligated for any mortgage payments, real estate taxes and other expenditures related to the property. In some instances, the Account's properties may be specifically suited to and/or outfitted for the particular needs of a certain tenant based on the type of business the tenant operates. The Account may have difficulty obtaining a new tenant for any vacant space in its properties, particularly if the current structure of the developed property (e.g., floor plan or otherwise) limits the types of businesses that can use the space without major renovation, which may require the Account to incur substantial expense in re-planning the space. Also, upon expiration of a lease, the space preferences of the Account's major tenants may no longer align with the space they previously rented, which could cause those tenants to not renew their lease, or may require the Account to expend significant sums to reconfigure the space to their needs.
- The Account owns and operates retail properties, which, in addition to the risks listed above, are subject to specific risks, including the insolvency and/or closing of an anchor tenant for certain properties. Many times, anchor tenants will be "big box" stores and other large retailers that have been particularly adversely impacted by a global recession, competition from online retailers and reduced consumer spending generally. Factors that can impact the level of consumer spending include increases in fuel and energy costs, residential and commercial real estate and mortgage conditions, labor and healthcare costs, access to credit, consumer confidence and other macroeconomic factors. Changes in consumer spending patterns may increasingly favor online retailers over physical retail locations. These changes in consumer spending patterns may reduce net operating income and appraised values of retail properties held by the Account, adversely impacting such properties' financial condition and the performance returns of the Account. Under certain circumstances, co-tenancy clauses in tenants' leases may allow certain tenants in a retail property to terminate their leases or reduce or withhold rental payments when overall occupancy at the property falls below certain minimum levels. The insolvency and/or closing of an anchor tenant may also cause such tenants to terminate their leases, or to fail to renew their leases at expiration.
- The Account also owns and operates office properties, which, in addition to the risks listed above, are subject to specific risks, including the risk of long term demand for traditional office space declining significantly in the future as employers shift from traditional in-office working models to work-from-home and hybrid working arrangements as a result of the ongoing COVID-19 pandemic or other factors.
- From time to time, the Account may own and lease single family real estate (which may include manufactured housing). In addition to the risks listed above, single-family real estate investment may subject the Account to a variety of additional risks, including risks relating to the condition of the properties, the credit quality and employment stability of the tenants, and compliance with applicable local laws regarding the acquisition and leasing of single family real estate. Until recently, the single-family rental business consisted primarily of private and individual investors in local markets and was managed individually or by small, local property managers. This part of our real estate-related investment strategy involves purchasing, renovating, maintaining and managing residential properties and leasing them to suitable tenants. Large, well-capitalized institutional investors such as the Account have only recently entered this business and, as a result, there are very few peer companies with an established long-term track record to assist us in predicting whether our single family

investment strategy can be implemented and sustained successfully over time. Furthermore, the single family real estate (which may include manufactured housing) that we may acquire can vary materially in terms of time to possession, renovation, quality and type of construction, location and hazards. Our success depends on our ability to acquire single family properties that can be quickly possessed renovated, repaired, upgraded and rented with minimal expense and maintained in rentable condition. Our ability to identify and acquire such properties is fundamental to this part of our real related investment strategy. In addition, the recent market and regulatory environments relating to single-family residential properties have been changing rapidly, making future trends difficult to forecast. For example, an increasing number of homeowners now wait for an eviction notice or eviction proceedings to commence before vacating foreclosed premises, which can significantly increase the time period between the acquisition and leasing of a single family property. Such changes affect the accuracy of our assumptions on investment return for single family properties and, in turn, may adversely affect the Account's performance.

- The COVID-19 pandemic has had, and another pandemic in the future could have, repercussions across regional and global economies and financial markets. Most countries, including the United States, reacted to the pandemic by restricting many business and travel activities, mandating the partial or complete closures of certain business and schools and taking other actions to mitigate the spread of the virus, most of which had a disruptive effect on economic activity, including the use of and demand for office space. Many private businesses, including some of our customers, continue to permit some or all of their employees to work from home some or all of the time even after the pandemic has subsided. Potential changes in customer behavior, such as the continued social acceptance, desirability and perceived economic benefits of work-from-home arrangements prompted initially by the pandemic, could materially and negatively impact the future demand for office space over the long-term, which could have an adverse effect on business.

*Competition.* The Account may face competition for real estate investments from multiple sources, including individuals, corporations, insurance companies or other insurance company separate accounts, as well as real estate funds, commercial developers, pension plans, other institutional and foreign investors and other entities engaged in real estate investment activities. Some of these competitors may have similar financial and other resources as the Account, and/or they may have investment strategies and policies (including the ability to incur significantly more leverage than the Account) that allow them to compete more aggressively for real estate investment opportunities, which could result in the Account paying higher prices for investments, experiencing delays in acquiring investments or failing to consummate such purchases. Any resulting delays in the acquisition of investments, or the failure to consummate acquisitions the Account deems desirable, may increase the Account's costs or otherwise adversely affect the Account's investment results. In addition, the Account's properties may be located close to properties that are owned by other real estate investors and that compete with the Account for tenants. These competing properties may be better located, more suitable for tenants than our properties, or have owners who may compete more aggressively for tenants, resulting in a competitive advantage for these other properties. The Account may also face similar competition from other properties that may be developed in the future. This competition may limit the Account's ability to lease space, increase its costs of securing tenants, and limit the Account's ability to maximize our rents and/or require the Account to make capital improvements it otherwise would not, in order to make its properties more attractive to prospective tenants.

*Operating Costs.* A property's cash flow could decrease if operating costs, such as property taxes, utilities, litigation expenses associated with a property, maintenance and insurance costs that are not reimbursed by tenants, increase in relation to gross rental income, or if the property needs unanticipated repairs and renovations. In addition, the Account's expenses of owning and operating a property are not necessarily reduced when the Account's income from a property is reduced.

*Condemnation.* A governmental agency may condemn and convert for a public use (i.e., through eminent domain) all or a portion of a property owned by the Account. While the Account would receive compensation in connection with any such condemnation, such compensation may not be in an amount that TIAA, as the manager of the Account, believes represents the equivalent value for the condemned property. Further, a partial condemnation could impair the ability of the Account to maximize the value of the property during its operation, including making

it more difficult to find new tenants or retain existing tenants. Finally, a property which has been subject to a partial condemnation may be more difficult to sell at a price the Account believes is appropriate.

*Terrorism and Acts of War and Violence.* Terrorist attacks may harm our property investments. The Account can provide no assurance that there will not be further terrorist attacks against the United States or U.S. businesses or elsewhere in the world. These attacks or armed conflicts may directly or indirectly impact the value of the property the Account owns or that secure our loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered. Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States, worldwide financial markets, and the global economy. Such events could also result in economic uncertainty in the United States or abroad. Adverse economic conditions resulting from terrorist activities could reduce demand for space in the Account's properties and thereby reduce the value of the Account's properties and therefore your investment return.

*Risk of Limited Warranty.* Purchasing a property "as is" or with limited warranties, which limit the Account's recourse if due diligence fails to identify all material risks, can negatively impact the Account by reducing the value of such properties and increasing the Account's cost to hold or sell properties.

*Risk of ESG-Related Factors.* Third party property management services employed by TIAA may not sufficiently assess and/or appropriately manage ESG-related criteria when acquiring and/or operating commercial real property held in the Account's portfolio, and any resulting ESG-related financial performance issues with the commercial property may have the potential in certain circumstances to negatively impact the value of the property and resulting investment returns for the Account.

**General Risks of Selling Real Estate Investments.** Among the risks of selling real estate investments are:

- The sale price of an Account property might differ, perhaps significantly, from its estimated or appraised value, leading to losses or reduced profits to the Account.
- The Account might not be able to sell a property at a particular time for a price which management believes represents its fair or full value. This illiquidity may result from the cyclical nature of real estate, general economic conditions impacting the location of the property, disruption in the credit markets or the availability of financing on favorable terms or at all, and the supply of and demand for available tenant space, among other reasons. This might make it difficult to raise cash quickly which could impair the Account's liquidity position (particularly during any period of sustained significant net contract owner outflows) and also could lead to Account losses. Further, the liquidity guarantee does not serve as a working capital facility or credit line to enhance the Account's liquidity levels generally, as its purpose is tied to contract owners having the ability to redeem their accumulation units upon demand (thus alleviating the Account's need to dispose of properties solely to increase liquidity levels in what management deems a suboptimal sales environment).
- The Account may need to provide financing to a purchaser if no cash buyers are available, or if buyers are unable to receive financing on terms enabling them to consummate the purchase. Such seller financing introduces a risk that the counterparty may not perform its obligations to repay the amounts borrowed from the Account to complete the purchase.
- For any particular property, the Account may be required to make expenditures for improvements to, or to correct defects in, the property before the Account is able to market and/or sell the property.
- Interests in real estate funds tend to be, in particular, illiquid and the Account may be unable to dispose of such investments at opportune times.
- Sales of the Account's properties are subject to other risks including, but not limited to, negative changes in the climate for real estate, risks related to local, regional, national and global economic conditions, overbuilding and increased competition, property taxes and operating expenses, uninsured losses at properties due to terrorism, natural disasters or acts of violence, and costs resulting from the cleanup of environmental problems.
- When the Account sells property, it is often required to provide some amount of indemnity for loss to the buyer. While the Account takes steps to try to mitigate the impact of the indemnities, such indemnities could negatively impact the sale price or result in claims by the buyer for indemnity in the future, which could increase the Account's expenses and thereby reduce the return on investment.

**Valuation and Appraisal Risks.** Investments in the Account's assets are stated at fair value, which is defined as the price that would be received to sell the asset in an orderly transaction between market participants at the measurement date. Because fair value excludes transaction costs that will be incurred to sell an investment, the Account's unit value won't necessarily reflect the net realizable value of its investments. Determination of fair value, particularly for real estate assets, involves significant judgment. Valuation of the Account's real estate properties (which comprise a substantial majority of the Account's net assets) are based on real estate appraisals, which are estimates of property values based on a professional's opinion and may not be accurate predictors of the amount the Account would actually receive if it sold a property. Appraisals can be subjective in certain respects and rely on a variety of assumptions and conditions at that property or in the market in which the property is located, which may change materially after the appraisal is conducted. Among other things, market prices for comparable real estate may be volatile, in particular if there has been a lack of recent transaction activity in such market. Any future disruptions in the macro-economy, real estate markets and the credit markets, such as those that occurred from 2008-2011, were caused by the COVID-19 pandemic, or occur as a result of changing economic or market environments with high inflation or rapid increase in interest rates, could lead to a significant decline in real estate transaction activity in most markets and sectors in which the Account is invested. The resulting lack of observable transaction data may make it more difficult for a property appraisal to determine the fair value of the Account's investment in one or more real estate assets. In addition, a portion of the data used by appraisers is based on historical information at the time the appraisal is conducted, and subsequent changes to such data, after an appraiser has used such data in connection with the appraisal, may not be adequately captured in the appraised value. Also, to the extent that the Account uses a relatively small number of independent appraisers to value a significant portion of its properties, valuations may be subject to any institutional biases of such appraisers and their valuation procedures.

Further, as the Account generally obtains appraisals on a quarterly basis, there may be circumstances in the period between appraisals or interim valuation adjustments in which the true realizable value of a property is not reflected in the Account's daily net asset value calculation or in the Account's periodic consolidated financial statements. This disparity may be more apparent when the commercial and/or residential real estate markets experience an overall and possibly dramatic decline (or increase) in property values in a relatively short period of time between appraisals.

If the appraised values of the Account's properties as a whole are too high, those contract owners who purchased accumulation units prior to (i) a downward valuation adjustment of a property or multiple properties or (ii) a property or properties being sold for a lower price than the appraised value will be credited with less of an interest than if the value had previously been adjusted downward. Also, those contract owners who redeem during any such period will have received more than their pro rata share of the value of the Account's assets, to the detriment of other non-redeeming contract owners. In particular, appraised property values may prove to be too high (as a whole) in a rapidly declining commercial real estate market. Further, implicit in the Account's definition of fair value is a principal assumption that there will be a reasonable time to market a given property and that the property will be exchanged between a willing buyer and willing seller in a non-distressed scenario. However, an appraised value may not reflect the actual realizable value that would be obtained in a rush sale where time was of the essence. Also, appraised values may lag actual realizable values to the extent there is significant and rapid economic deterioration in a particular geographic market or a particular sector within a geographic market.

If the appraised values of the Account's properties as a whole are too low, those contract owners who redeem prior to (i) an upward valuation adjustment of a property or multiple properties or (ii) a property or properties being sold for a higher price than the appraised value will have received less than their pro rata share of the value of the Account's assets, and those contract owners who purchase units during any such period will be credited with more than their pro rata share of the value of the Account's assets.

Finally, the Account recognizes items of income (such as net operating income from real estate investments, distributions from real estate funds or joint ventures, or dividends from REIT stocks) and expense in many cases on an intermittent basis, where the Account cannot predict with certainty the magnitude or the timing of such items. As such, even as the Account estimates items of net operating income on a daily basis, the AUV for the Account may fluctuate, perhaps significantly, from day to day, as a result of adjusting these estimates for the actual realized item of income or expense.

**Risks of Borrowing.** The Account acquires some of its properties subject to existing financing and from time to time borrows new funds at the time of purchase. The Account may borrow pursuant to mortgages placed on individual properties, under the Account's Credit Agreement, under another unsecured line of credit, credit facility or term bank loan into which the Account enters in the future, or under the terms of debt securities issued by the Account. Also, the Account may from time to time place new leverage on, increase the leverage already placed on, or refinance maturing debt on, existing properties the Account owns. Under the Account's current investment guidelines, the Account intends to maintain its loan-to-value ratio at or below 30% (measured at the time of incurrence and after giving effect thereto) with a targeted loan-to-value ratio of 20% or less. From time to time, the Account may increase its loan-to-value ratio above the targeted ratio of 20% or less in order to satisfy short-term and long-term portfolio management needs such as addressing debt maturities and ongoing working capital requirements. If the values of the Account's portfolio investments decrease, the loan-to-value ratio of the Account may increase above the loan-to-value ratio which Account management intends to achieve or has targeted.

As of December 31, 2022, the Account's loan-to-value ratio was approximately 17.2%. Also, the Account may borrow up to 70% of the then-current value of a particular property. Non-construction mortgage loans on a property will be non-recourse to the Account, except for standard non-recourse carve outs. Among the risks of borrowing money, including borrowing under the Credit Agreement, any additional future line of credit, credit facility or term bank loan, the issuance of debt securities by the Account, or under another line of credit or credit facility, or otherwise investing in a property subject to a mortgage are the following:

- *General Economic Conditions.* General economic conditions, dislocations in the capital or credit markets generally or the market conditions then in effect in the real estate finance industry, may hinder the Account's ability to obtain financing or refinancing for its property investments on favorable terms or at all, regardless of the quality of the Account's property for which financing or refinancing is sought. Such unfavorable terms might include high interest rates, increased fees and costs and restrictive covenants applicable to the Account's operation of the property. Longer term disruptions in the capital and credit markets as a result of uncertainty, changing or increased regulation, reduced alternatives, rising interest rates or failures of significant financial institutions could adversely affect our access to financing necessary to make profitable real estate investments. Our failure to obtain financing or refinancing on favorable terms due to the current state of the credit markets or otherwise could have an adverse impact on the returns of the Account. Also, the Account's ability to continue to secure financing may be impaired if negative marketplace effects, such as those which followed from the worldwide economic slowdown following the 2008-2011 financial crisis or the subsequent sovereign debt and banking difficulties experienced in parts of the Eurozone, were to occur. Such marketplace effects could result in tighter lending standards instituted by banks and financial institutions, the reduced availability of credit facilities and project finance facilities from banks and the fall of consumer and/or business confidence.
- *Default Risk.* The property or group of encumbered properties may not generate sufficient cash flow to support the debt service on the mortgage loan. The property may also fail to meet certain financial or operating covenants contained in the loan documents and/or the property may have negative equity (i.e., the loan balance exceeds the value of the property) or inadequate equity. In addition, income from properties or investments or any other source of income for the Account may not generate sufficient cash flow to support the debt service on a line of credit or credit facility or debt securities issued by the Account. In any of these circumstances, we (or a joint venture in which we invest) may default on the loan, including due to the failure to make required debt service payments when due. If a loan is in default, the Account or the venture may determine that it is not economically desirable and/or in the best interests of the Account to continue to make payments on the loan (including accessing other sources of funds to support debt service on the loan), and/or the Account or venture may not be able to otherwise remedy such default on commercially reasonable terms or at all. In either case, the lender then could accelerate the outstanding amount due on the loan and/or foreclose on the underlying property, in which case the Account could lose the value of its investment in the foreclosed property. Further, any such default or acceleration could trigger a default under loan agreements in respect of other Account properties pledged as security for the defaulted loan or other loans. Finally, any such default could subject the Account to the costs of litigation, increase the Account's borrowing costs, or result in less favorable terms, with respect to financing future properties or entering into future lines of credit or credit facilities, obtaining future bank term loans or issuing debt securities.

- *Balloon Maturities.* If the Account obtains a mortgage loan that involves a balloon payment, there is a risk that the Account will not be able to make the lump sum principal payment due under the loan at the end of the loan term, or otherwise obtain adequate refinancing on terms commercially acceptable to the Account or at all. The Account then may be forced to sell the property or other properties under unfavorable market conditions, restructure the loan on terms not advantageous to the Account, or default on its mortgage, resulting in the lender exercising its remedies, which may include repossession of the property, and the Account could lose the value of its investment in that property.
- *Variable Interest Rate Risk.* If the Account obtains variable-rate loans, the Account's returns may be volatile when interest rates are volatile. Generally, changes in interest rates will have a smaller effect on the market value of variable-rate loans than on the market value of comparable fixed-rate obligations. Further, the Account is exposed to interest rate risk with respect to variable-rate indebtedness based on current property-level mortgage financings, and may become exposed to such interest rate risk in any future borrowings under the Credit Agreement, one or more future bank term loans or any issuance of debt securities. Any increase in interest rates under such debt financing arrangements would directly result in higher interest expense costs to the Account. Any interest rate hedging activities the Account engages in to mitigate this risk may not fully protect the Account from the impact of interest rate volatility. As of December 31, 2022, the outstanding principal balance of our variable rate indebtedness, including mortgage loans payable and term loans, was \$811.3 million.
- *Variable Rate Demand Obligation ("VRDO") Risk.* To the extent the Account obtains financing pursuant to a VRDO subject to periodic remarketing or similar mechanisms, the Account or the joint ventures in which it invests could face higher borrowing costs if the remarketing results in a higher prevailing interest rate. In addition, the terms of such VRDOs may allow the remarketing agent to cause the Account or venture to repay the loan on demand in the event insufficient market demand for such loans is present.
- *Valuation Risk.* The market valuation of loans payable could have an adverse impact on the Account's performance. Valuations of loans payable are generally based on the amount at which the liability could be transferred in a current transaction, exclusive of transaction costs, and such valuations are subject to a number of assumptions and factors with respect to the loan and the underlying property, a change in any of which could cause the value of a mortgage loan to fluctuate. In addition, the Account may not be able to transact at a price deemed to be attractive, if at all, which may inhibit the Account from pursuing its investment strategies or negatively impact the values of portfolio holdings. Further, an increase in interest rates or other adverse conditions (e.g., inflation/deflation, increased selling of fixed-income investments across other pooled investment vehicles or accounts, changes in investor perception or changes in government intervention in the markets) may lead to increased transaction activity by contract owners and increased portfolio turnover, which could reduce liquidity for certain Account investments, adversely affect values of portfolio holdings and increase the Account's costs.
- *Underlying Leverage Risk by Certain Portfolio Investments.* Certain of the Account's portfolio investments, including investments in certain REITs, joint ventures and real estate funds and other investment vehicles often utilize leverage in connection with their investment activity. Such leverage is generally not included in the Account's loan-to-value calculation. In addition, higher amounts of leverage by such portfolio investments could cause the investments to lose money and negatively impact the Account's performance.
- *Ability to Incur Additional Indebtedness.* The Account and Account Subsidiaries may also incur additional indebtedness in the future. Although our Syndicated Credit Agreement, Note Purchase Agreement, and other financing agreements contain certain financial covenants, these restrictions are subject to a number of qualifications and exceptions, and the indebtedness incurred in compliance with these restrictions could be substantial. In addition, to the extent new debt is added to the Account and the Account Subsidiaries' current debt levels, the substantial risks of borrowings described above would increase.

A general disruption in the credit markets, such as the disruption experienced in 2008 and 2009, caused by the COVID-19 pandemic in 2020, or caused by changing economic or market environments with high inflation or rapid increases in interest rates, may aggravate some or all of these risks.

**Investment and Cash Management Risks Associated with Contract Owner Transactions.** The amount the Account has available to invest in new properties and other real estate-related assets will depend, in large part, on the level of net contract owner transfers into or out of the Account as well as contract owner premiums into the Account. As noted elsewhere in this report, the Account intends to hold between 15% and 25% of its net assets in liquid, fixed-income investments. These liquid assets are intended to be used to satisfy contract owner redemption requests and meet the Account's expense needs (including, from time to time, obligations on debt). Significant contract owner transaction activity into or out of the Account's units is generally not predictable, and wide fluctuations can occur as a result of macroeconomic, geopolitical or market conditions (including market disruptions, volatility or downturns), the performance of equities or fixed income securities or general investor sentiment, regardless of the historical performance of the Account or of the performance of the real estate asset class generally. In the event that the Account were to experience significant net contract owner transfers out of the Account, such transfers can eventually cause the Account's liquid, fixed-income investments to comprise less than 10% of the Account's assets (on a net and total basis), as occurred over the course of 2022. As of December 31, 2022, the Account's liquid, fixed-income investments comprised 7.1% of its net assets. Such situations could trigger the need to execute the TIAA liquidity guarantee. If a significant amount of net contract owner transfers out of the Account were to recur, particularly in high volumes, the Account may not have enough available liquid assets to pursue, or consummate, new investment opportunities presented to us that are otherwise attractive to the Account. This, in turn, could harm the Account's returns. Even though the Account has over time experienced both net inflows (purchases) and net outflows (redemptions) of contract owner investments on an annual basis, there is no guarantee that net outflow or redemption activity will not increase, perhaps in a significant and rapid manner, particularly in response to market cycles in the domestic and foreign securities and commercial real estate markets and other factors.

Alternatively, periods of significant net transfer activity into the Account can result in the Account holding a higher percentage of its net assets in liquid, fixed-income investments than the Account's managers would target to hold under the Account's long-term strategy. At times, the portion of the Account's net assets invested in these types of liquid instruments may exceed 25%, particularly if the Account receives a large inflow of money in a short period of time, coupled with a lack of attractive real estate-related investments on the market. Also, large inflows from contract owner transactions often occur in times of appreciating real estate values and pricing, which can render it challenging to execute on some transactions at ideal prices.

In an appreciating real estate market generally, a large percentage of assets held in liquid, fixed-income investments and not in real estate and real estate-related investments may impair the Account's overall returns. This scenario may be exacerbated in a low interest rate environment for U.S. Treasury and Agency securities and other liquid, fixed-income investments. In addition, to manage cash flow, the Account may temporarily hold a higher percentage of its net assets in liquid real estate-related securities, such as REIT and CMBS securities, than its long-term targeted holdings in such securities, particularly during and immediately following times of significant net transfer activity into the Account. Such holdings could increase the volatility of the Account's returns.

**Joint Venture Investment Risks.** Investing in joint ventures or other forms of joint property ownership may involve special risks, many of which are exacerbated when the consent of parties other than the Account is required to take action.

- The co-venturer may have interests or goals inconsistent with those of the Account, including during times when a co-venturer may be experiencing financial difficulty. For example:
  - a co-venturer may desire a higher current income return on a particular investment than does the Account (which may be motivated by a longer-term investment horizon or exit strategy), or vice versa, which could cause difficulty in managing a particular asset;
  - a co-venturer may desire to maximize or minimize leverage in the venture, which may be at odds with the Account's strategy;
  - a co-venturer may be more or less likely than the Account to agree to modify the terms of significant agreements (including loan agreements) binding the venture, or may significantly delay in reaching a determination whether to do so, each of which may frustrate the business objectives of the Account and/or lead to a default under a loan secured by a property owned by the venture; or

- for reasons related to its own business strategy, a co-venturer may have different concentration standards as to its investments (geographically, by sector, or by tenant), which might frustrate the execution of the business plan for the joint venture.
- The co-venturer may be unable to fulfill its obligations (such as to fund its pro rata share of committed capital, expenditures or guarantee obligations of the venture) during the term of such agreement or may become insolvent or bankrupt, any of which could expose the Account to greater liabilities than expected and frustrate the investment objective of the venture.
- If a co-venturer does not follow the Account's instructions or adhere to the Account's policies, the jointly owned properties, and consequently the Account, might be exposed to greater liabilities than expected.
- The Account may have limited rights with respect to the underlying property pursuant to the terms of the joint venture, including the right to operate, manage or dispose of a property, and a co-venturer could have approval rights over the marketing or the ultimate sale of the underlying property.
- The terms of the Account's ventures often provide for complicated agreements which can impede our ability to direct the sale of the property owned by the venture at times the Account views most favorable. One such agreement is a "buy-sell" right, which may force us to make a decision (either to buy our co-venturer's interest or sell our interest to our co-venturer) at inopportune times.
- A co-venturer can make it harder for the Account to transfer its equity interest in the venture to a third party, which could adversely impact the valuation of the Account's interest in the venture.
- To the extent the Account serves as the general partner or managing member in a venture, it may owe certain contractual or other duties to the co-venturer, including fiduciary duties, which may present perceived or actual conflicts of interest in the management of the underlying assets. Such an arrangement could also subject the Account to liability to third parties in the performance of its duties as a general partner or managing member.
- The venture may incur higher than normal levels of investment leverage, including levels that exceed the Account's typical loan-to-value ratio.
- A partner that administratively operates a particular co-venture may not sufficiently assess and/or appropriately manage ESG-related criteria when acquiring and/or operating commercial real property, and any resulting ESG-related financial performance issues with the commercial property may have the potential in certain circumstances to negatively impact the value of, and subsequent investment returns on, the property.

**Risks of Developing or Redeveloping Real Estate or Buying Recently Constructed Properties.** If the Account chooses to develop or redevelop a property or buys a recently constructed property, it may face the following risks:

- There may be delays or unexpected increases in the cost of property development, redevelopment and construction due to strikes, bad weather, material shortages, increases in material and labor costs or other events.
- There are risks associated with potential underperformance or non-performance by, and/or solvency of a contractor we select or other third party vendors involved in developing or redeveloping the property.
- If the Account were viewed as developing or redeveloping underperforming properties, suffering losses on our investments, or defaulting on any loans on our properties, our reputation could be damaged. Damage to our reputation could make it more difficult to successfully develop or acquire properties in the future and to continue to grow and expand our relationships with our lenders, venture partners and tenants.
- Because external factors may have changed from when the project was originally conceived (e.g., slower growth in the local economy, periods of high inflation or rising interest rates, overbuilding in the area, or changes in the regulatory and permitting environment), the property may not attract tenants on the schedule we originally planned and/or may not operate at the income and expense levels first projected.

**Real Estate Regulatory Risks.** Government regulation at the federal, state and local levels, including, without limitation, zoning laws, rent control or rent stabilization laws, laws regulating housing on the Account's multi-family and single family properties, the Americans with Disabilities Act, property taxes and fiscal, accounting, environmental or other government policies, could operate or change in a way that adversely affects the Account and its properties. For example, these regulations could raise the cost of acquiring, owning, improving or maintaining properties, present barriers to otherwise desirable investment opportunities or make it harder to sell,



rent, finance, or refinance properties either on economically desirable terms, or at all, due to the increased costs associated with regulatory compliance.

In addition, some state and local municipal jurisdictions, such as New York City, Boston, MA, and Washington D.C. and the States of Washington and Colorado, have enacted legislation which compels building owners to meet standards for energy efficiency or carbon emission limits which may result in unplanned capital expenditures or require amendments to leases or other financial agreements with tenants (which represent a significant portion of building energy consumption) to improve building efficiency. If standards are not met, the Account could be subject to fines and/or other regulatory penalties that may impact the value of non-compliant building held in the Account's portfolio. Additional state and local jurisdictions (including foreign jurisdictions where the Account could own commercial property) that have committed to achieve carbon reduction, clean energy standards and other ESG-related criteria may implement similar legislation impacting commercial real estate that could increase costs and negatively impact the performance of such properties in the Account's portfolio where it may not be financially feasible to meet such standards. Buildings that do not meet these standards could be discounted at the time of sale based on the cost required to meet regulatory requirements.

**Environmental Risks.** How well a company manages its impacts on the natural environment can support longer-term sustainable growth, or present unmitigated costs and risks. The Account may be liable for damage to the environment or injury to individuals caused by hazardous substances used or found on its properties. Under various environmental regulations, the Account may also be liable, as a current or previous property owner or mortgagee, for the cost of removing or cleaning up hazardous substances found on a property, even if it did not know of and was not responsible for the hazardous substances. If any hazardous substances are present or the Account does not properly clean up any hazardous substances, or if the Account fails to comply with regulations requiring it to actively monitor the business activities on its premises, the Account may have difficulty selling or renting a property or be liable for monetary penalties. Further, environmental laws may impose restrictions on the manner in which a property may be used, the tenants which may be allowed, or the manner in which businesses may be operated, which may require the Account to expend funds in order to comply with these laws. These laws may also cause the most ideal use of the property to differ from that originally contemplated and as a result could impair the Account's returns. The cost of any required clean-up relating to a single real estate investment (including remediating contaminated property) and the Account's potential liability for environmental damage, including paying personal injury claims and performing under indemnification obligations to third parties, could exceed the value of the Account's investment in a property, the property's value, or in an extreme case, a significant portion of the Account's assets. Finally, while the Account may from time to time acquire third-party insurance related to environmental risks, such insurance coverage may be inadequate to cover the full cost of any loss and would cause the Account to be reliant on the financial health of our third-party insurer at the time any such claim is submitted.

**Uninsurable Loss Risks.** Certain catastrophic losses (e.g., from earthquakes, wars, terrorist acts, nuclear accidents, hurricanes, tsunamis, high winds, wildfires, inland or coastal floods, rising sea levels or environmental or industrial hazards or accidents) may be uninsurable or so expensive to insure against that it is economically disadvantageous to buy insurance for them. Further, the terms and conditions of the insurance coverage the Account has on its properties, in conjunction with the type of loss actually suffered at a property, may subject the property, or the Account as a whole, to a cap on insurance proceeds that is less than the loss or losses suffered. If a disaster that we have not insured against occurs, if the insurance contains a high deductible, and/or if the aggregate insurance proceeds for a particular type of casualty are capped, the Account could lose some of its original investment and any future profits from the property. Also, the Account may not have sufficient access to internal or external sources of funding to repair or reconstruct a damaged property to the extent insurance proceeds do not cover the full loss. In addition, some leases may permit a tenant to terminate its obligations in certain situations, regardless of whether those events are fully covered by insurance. In that case, the Account would not receive rental income from the property while that tenant's space is vacant, and any such vacancy might impact the value of that property. Finally, as with respect to all third-party insurance, the Account is reliant on the continued financial health of such insurers and their ability to pay on valid claims. If the financial health of an insurer were to deteriorate quickly, the Account may not be able to find adequate coverage from another carrier on favorable terms, which could adversely impact the Account's investment returns.

**Physical Climate Change Related Financial Risks.** Many of the Account's commercial properties are located within geographical regions in the United States and likely foreign jurisdictions in the future that currently are, and in the future will continue to be, affected by increasingly severe and adverse weather conditions across the globe, including, among others, earthquakes, hurricanes, tsunamis, high winds, wildfires, changes in rainfall patterns, inland or coastal flooding, and rising sea levels. Impacts from climate change may include significant risks to global financial assets and economic growth. As regions experience changes to the climate and extreme weather events become more frequent and intense, commercial real estate assets within the Account that are located in such regions could be adversely impacted by direct damage to buildings and other improvements thereon and result in loss of revenue, the incurrence of unplanned capital and other expenses not covered by insurance, and increase operating expenses for such properties, including utility, insurance and maintenance costs. Climate related changes and resulting hazards may stress local populations (including as a result of malnutrition, mortality and population migration), real estate financing and operational systems, and local infrastructure to the point where such changes and hazards negatively impact local market attractiveness of such properties as investments, rental market growth, and ultimately decrease demand for and value of commercial real estate in such regions. Any resulting losses from such climate changes and hazards could adversely impact the Account's investment returns; however, should climate change assumptions be incorrect it may result in the Account forgoing investments that may have ultimately been beneficial to the Account.

**Climate Change Transition Risks.** Climate change poses long-term risks to investments that should be assessed and mitigated. Risks fall into two primary categories, as outlined with the Task Force on Climate related Financials Disclosures ("TCFD"):

- Physical Risk (as described above); and
- Low Carbon Transition Related Risks: Transitioning to a low-carbon economy may entail extensive policy, legal, regulatory, technology and market changes as public and private organizations and institutions attempt to mitigate and adapt to climate change. Depending on the nature, speed and focus of these changes, transition risks may pose varying levels of financial and reputational risk to organizations and, by definition, also to their investors and portfolio assets (such as those held by the Account). While transition risk is relevant across sectors, it is likely to be especially severe for carbon-intensive industries. The Account will attempt to develop a specific pathway to achieve net zero carbon impact across its portfolio properties ("Net Zero Carbon") in order to mitigate financial risk associated with the transition to a low-carbon economy as part of what TIAA believes is its fiduciary responsibility to mitigate risk in the Account's portfolio and enhance the financial performance for the Account's real estate investments. Given the long-term nature of commercial real estate investments, TIAA will target to protect and enhance the value of the Account's commercial real estate investments by achieving Net Zero Carbon prior to the time period where a commercial real estate investment may become obsolete or illiquid if it cannot reasonably reduce emissions to meet required standards. TIAA will continue to ensure that all portfolio investment decisions for the Account with regard to Net Zero Carbon are based on expected financial performance, taking into account potential risks to asset value or liquidity, and opportunities to improve performance through improvements to commercial real estate properties held by the Account that reduce energy use and carbon emissions and thus decrease long-term costs for the Account.

**ESG Criteria Risks.** Management of the Account looks to utilize industry recognized environmental, social and governance (ESG) criteria in its commercial real estate underwriting given TIAA's view that the application of such criteria, as part of the underwriting process, is beneficial in achieving positive long-term returns for the Account. In its evaluation of commercial real estate opportunities, the Account will take ESG considerations into account as part of the financial assessment of a commercial real estate portfolio asset, and not to achieve a desired outcome or as an investment qualification or screen. Ultimately, the Account will make an investment decision that incorporates ESG criteria only to the extent that the criteria is reasonably expected to enhance the ability to achieve desired returns for the Account. However, the Account's utilization of ESG criteria in its commercial real estate underwriting may, if economic risk or financial opportunity projections do not materialize in the way we have anticipated, result in the Account forgoing some commercial real estate market opportunities that could have ultimately been beneficial to

the Account. Consequently, the Account may underperform other investment vehicles that do not utilize such ESG criteria in selecting portfolio properties.

**Foreign Real Property Investment Risks.** Investment in foreign commercial real properties, foreign real estate loans, and foreign debt investments may present the following special risks:

- The value of foreign investments or rental income can increase or decrease due to changes or fluctuations in foreign currency exchange rates, imposition of currency exchange control or market control regulations, possible expropriation or confiscatory taxation, political, social, diplomatic and economic developments and foreign regulations. The Account translates into U.S. dollars purchases and sales of securities, income receipts and expense payments made in foreign currencies at the exchange rates prevailing on the respective dates of the transactions. The effect of any changes in currency exchange rates on foreign debt investments and loans payable is included in the Account's net realized and unrealized gains and losses. As such, fluctuations in currency exchange rates, even if hedged, may impair or reduce the Account's returns and result in poorer overall performance of the Account than if it had not acquired such foreign investments or entered into any foreign currency hedging transactions.
- In managing any domestic or foreign commercial real property investments, the Account may, but is not required to, use or enter into forward currency contracts and foreign currency swaps, and may buy or sell put and call options and futures contracts on foreign currencies as well as other types of derivatives transactions (including interest rate swaps and options, futures contracts or swaps) in order to hedge against the risks of currency or exchange rate uncertainties, interest rate uncertainties and foreign currency or market fluctuations impacting the Account's domestic or foreign real estate investments. Changes in exchange rates and exchange control regulations or interest rates may increase or reduce the value of domestic or foreign real estate investments. Currency hedging, interest rate hedging and similar transactions involve special risks and may limit potential gains due to increases in a currency's value or changes in interest rates. Unanticipated changes in interest rates, domestic or foreign securities prices or currency exchange rates may result in poorer overall performance of the Account than if it had not entered into any such currency-related or interest rate-related hedging transactions for such real property investments. In addition, the Account could incur additional costs of paying hedge unwind fees, if it has to terminate cross-currency or interest rate swaps, futures contracts or options prematurely due to early repayment of domestic or foreign mortgage loans related to such properties. The Account does not intend to speculate in foreign currency exchange transactions, forward currency contracts, interest rate options, futures contracts or swaps or other types of hedging transactions related to its portfolio of domestic or foreign real property investments.
- Non-U.S. jurisdictions may impose withholding taxes on the Account as a result of its investment activity in that jurisdiction. TIAA may be eligible for a foreign tax credit in respect of such tax paid by the Account and such credit (if available to TIAA) would be reimbursed to the Account. However, there may be circumstances where TIAA is unable to receive some or all of the benefit of a foreign tax credit and the Account would thus not receive reimbursement, which could harm the value of the Account's units.
- Foreign real estate markets may have different liquidity and volatility attributes than U.S. markets.
- The regulatory environment in non-U.S. jurisdictions may disfavor owners and operators of real estate investment properties, resulting in less predictable and/or economically harmful outcomes if the Account were to face a significant dispute with a tenant or with a regulator itself.
- The Account may be subject to increased risk of regulatory scrutiny pursuant to U.S. federal statutes, such as the Foreign Corrupt Practices Act, which, among other things, requires robust compliance and oversight programs to help prevent violations. The costs associated with maintaining such programs, in addition to costs associated with a potential regulatory inquiry, could impair the Account's returns and divert management's attention from other Account activities.
- It may be more difficult for the Account to obtain and collect a judgment on foreign investments than on domestic investments, and the costs to the Account that are associated with contesting claims relating to foreign investments may exceed those costs associated with a similar claim on domestic investments.

## **RISKS OF INVESTING IN REAL ESTATE INVESTMENT TRUST (REIT) SECURITIES**

The Account may invest in registered and unregistered REIT securities for diversification, liquidity management and other purposes. The Account's investment in REITs may also increase, as a percentage of net assets, during periods in which the Account is experiencing large net inflow activity, in particular due to net contract owner transfers into the Account. As of December 31, 2022, the Account did not hold any REIT securities. Investments in REIT securities are subject to many of the same general risks associated with direct real property ownership. In particular, equity REITs may be affected by changes in the value of the underlying properties owned by the entity, while mortgage REITs may be affected by the quality of any credit extended. Moreover, changes in consumer behavior that affect the use of commercial spaces could negatively impact the value of properties underlying certain REITs. In addition to these risks, because REIT investments are securities and generally publicly traded, they may be exposed to market risk and potentially significant price volatility due to changing conditions in the financial markets and, in particular, changes in overall interest rates, regardless of the value of the underlying real estate such REIT may own.

In general, during periods of high interest rates, REITs may lose some of their appeal for investors who may be able to obtain higher yields from other income-producing investments, such as long-term bonds. Rising interest rates generally increase the cost of financing for real estate projects, which could cause the value of an equity REIT to decline. During periods of declining interest rates, mortgagors may elect to prepay mortgages held by mortgage REITs, which could lower or diminish the yield on the REIT. Also, sales of REIT securities by the Account for liquidity management purposes may occur at times when values of such securities have declined and it is otherwise an inopportune time to sell the security. Volatility in REITs can cause significant fluctuations in the Account's AUV on a daily basis, as they are correlated to equity markets which have experienced significant day to day fluctuations over the past few years. Finally, certain REITs may be self-liquidating in that a specific term of existence is provided for in their trust document. In acquiring the securities of REITs, the Account runs the risk that it will sell them at an inopportune time.

REITs do not pay federal income taxes if they distribute most of their earnings to their shareholders and meet other tax requirements. Many of the requirements to qualify as a REIT, however, are highly technical and complex. Failure to qualify as a REIT results in tax consequences, as well as disqualification from operating as a REIT for a period of time. Consequently, if the Account invests in securities of a REIT that later fails to qualify as a REIT, this may adversely affect the performance of our investment.

## **RISKS OF MORTGAGE-BACKED SECURITIES**

The Account from time to time has invested in mortgage-backed securities and may in the future invest in such securities. Mortgage-backed securities, such as CMBS and RMBS, are subject to many of the same general risks inherent in real estate investing, making mortgage loans and investing in debt securities. The underlying mortgage loans may experience defaults with greater frequency than projected when such mortgages were underwritten, which would impact the values of these securities, and could hamper our ability to sell such securities. In particular, these types of investments may be subject to prepayment risk or extension risk (i.e., the risk that borrowers will repay the loans earlier or later than anticipated). If the underlying mortgage assets experience faster than anticipated prepayments of principal, the Account could fail to recoup some or all of its initial investment in these securities, since the original price paid by the Account was based in part on assumptions regarding the receipt of interest payments. If the underlying mortgage assets are repaid later than anticipated, the Account could lose the opportunity to reinvest the anticipated cash flows at a time when interest rates might be rising. The rate of prepayments depends on a variety of geographic, social and other functions, including prevailing market interest rates and general economic factors. Further, it is possible that issuers of U.S. Government Securities will not have the funds to meet their payment obligations in the future, and the U.S. Government may change its support of, and policies regarding, Fannie Mae and Freddie Mac. Both Fannie Mae and Freddie Mac have been operating under conservatorship with the Federal Housing Finance Administration ("FHFA") since September 2008. The entities are dependent upon the continued support of the U.S. Department of the Treasury and FHFA in order to continue their business operations. These factors, among others, could affect the future status and role of Fannie Mae and Freddie Mac and the value of their securities and the securities which they guarantee. Even if the Account acquired such securities, such changes may have a negative effect on the pricing of such securities. Other policy changes impacting Fannie Mae and Freddie Mac and/or U.S. Government programs related to mortgages that may be implemented in the future could

create market uncertainty and affect the actual or perceived credit quality of issued securities, adversely affecting mortgage-backed securities through an increased risk of loss.

Importantly, the fair market value of these securities is also highly sensitive to changes in interest rates, liquidity of the secondary market and economic conditions impacting financial institutions and the credit markets generally. Note that the potential for appreciation, which could otherwise be expected to result from a decline in interest rates, may be limited by any increased prepayments. Further, volatility and disruption in the mortgage market and credit markets generally, including periods of high inflation or rapid increases in interest rates, may cause there to be a very limited or even no secondary market for these securities and they therefore may be harder to sell than other securities.

## **RISKS OF INVESTING IN MORTGAGE LOANS AND RELATED INVESTMENTS**

The Account's investment strategy includes, to a limited extent, investments in mortgage loans (i.e., the Account serving as lender).

*General Risks of Mortgage Loans.* The Account will be subject to the risks inherent in making mortgage loans, including:

- The borrower may default on the loan, requiring that the Account foreclose on the underlying property to protect the value of its mortgage loan. Since its mortgage loans are usually non-recourse, the Account must rely solely on the value of a property for its security. In addition, there is a risk of delay in exercising any contractual remedies due to actions of the borrower, including, without limitation, bankruptcy or insolvency of the borrower.
- The larger the mortgage loan compared to the value of the property securing it, the greater the loan's risk. Upon default, the Account may not be able to sell the property for its estimated or appraised value. Also, certain liens on the property, such as mechanic's or tax liens, may have priority over the Account's security interest.
- A deterioration in the financial condition of tenants, which could be caused by general or local economic conditions or other factors beyond the control of the Account, or the bankruptcy or insolvency of a major tenant, may adversely affect the income of a property, which could increase the likelihood that the borrower will default under its obligations.
- The borrower may be unable to make a lump sum principal payment due under a mortgage loan at the end of the loan term, unless it can refinance the mortgage loan with another lender.
- If interest rates are volatile during the loan period, the Account's variable rate mortgage loans could have volatile yields. Further, to the extent the Account makes mortgage loans with fixed interest rates, it may receive lower yields than that which is then available in the market if interest rates rise generally.

*Interest Rate Risk.* The risk that the value or yield of fixed-income investments may decline if interest rates change. In general, when prevailing interest rates decline, the market values of outstanding fixed-income investments (particularly those paying a fixed rate of interest) tend to increase while yields on similar newly issued fixed-income investments tend to decrease, which could adversely affect the Account's income. Conversely, when prevailing interest rates increase, the market values of outstanding fixed-income investments (particularly those paying a fixed rate of interest) tend to decline while yields on similar newly issued fixed income investments tend to increase. If a fixed-income investment pays a floating or variable rate of interest, changes in prevailing interest rates may increase or decrease the investment's yield. Fixed-income investments with longer durations tend to be more sensitive to interest rate changes than shorter-term investments. Interest rate risk is generally heightened during periods when prevailing interest rates are low or negative. During periods of very low or negative interest rates, a fixed-income investment may not be able to maintain positive returns. As of December 31, 2022, interest rates in the United States and in certain foreign markets have recently started to rise rapidly from historic low levels. In general, changing interest rates could have unpredictable effects on the markets and may expose fixed-income and related markets to heightened volatility. A wide variety of factors can cause interest rates to rise (e.g., central bank monetary policies, inflation rates, or general economic conditions). Additional interest rate-related risk include the following:

- *London Interbank Offered Rate ("LIBOR") Risks.* LIBOR is an average interest rate, determined by the ICE Benchmark Administration, that banks charge one another for the use of short-term money. Certain financial

contracts in which the Account may invest are subject to rates that are tied to a specific reference interest rate, such as LIBOR. On March 5, 2021, the United Kingdom's Financial Conduct Authority, which regulates LIBOR, announced that all LIBOR settings will either cease to be provided by any administrator, or no longer be representative immediately after December 31, 2021, for all four LIBOR settings (British Pound ("GBP"), Euro, Swiss Franc and Japanese Yen), as well as one-week and two-month U.S. dollar LIBOR settings, and immediately after June 30, 2023 for the remaining U.S. dollar LIBOR settings, including three-month U.S. dollar LIBOR. On December 16, 2022, the Board of Governors of the U.S. Federal Reserve System adopted the Secured Overnight Financing Rate ("SOFR"), which will replace U.S. dollar LIBOR in certain financial contracts after June 30, 2023. SOFR measures the cost of overnight borrowings through repurchase agreement transactions collateralized with U.S. Treasury securities. Other replacement rates could be adopted by market participants and foreign central banks in the future for different types of financial contracts. Although the transition process away from LIBOR has become increasingly well-defined in advance of the discontinuation date on June 30, 2023, there remains uncertainty regarding the future utilization of SOFR and the nature of any other replacement rates for different types of financial contracts. Any potential effects of the transition away from LIBOR to SOFR (or to other replacement rates) for certain financial contracts held by the Account, or on certain instruments in which the Account invests, can be difficult to ascertain. Such effects may vary depending on factors that include, but are not limited to: (i) existing fallback or termination provisions in certain financial contracts, and (ii) whether, how, and when industry participants develop and adopt new reference rates and fallbacks for both legacy and new products and instruments. In addition, interest rate provisions included in such contracts may need to be renegotiated in contemplation of the transition away from LIBOR to SOFR.

The transition may also result in a reduction in the value of certain instruments held by the Account or a reduction in the effectiveness of related Account transactions such as currency or other hedges. In addition, an instrument's transition to a replacement rate could result in variations in the reported yields of such instrument held by the Account. The usefulness of LIBOR as a benchmark could deteriorate during the transition period prior to June 30, 2023, and, at this time, it is not possible to predict the effect of the establishment of SOFR or any other replacement rates for different types of financial contracts. Any such effects of the transition away from LIBOR to SOFR, as well as other unforeseen effects, could result in losses to the Account; and

- *Negative Interest Rate Risk.* Certain European countries and Japan have in the past pursued negative interest rate policies. A negative interest rate policy is an unconventional central bank monetary policy tool where nominal target interest rates are set with a negative value (i.e., below zero percent) intended to help create self-sustaining growth in the local economy. If a bank charges negative interest, instead of receiving interest on deposits, a depositor must pay the bank fees to keep money with the bank. In such a scenario, certain debt instruments may trade at negative yields, which means the purchaser of the instrument may receive at maturity less than the total amount invested. Such market conditions may increase the Account's exposure to the risks associated with rising interest rates. A number of factors may contribute to debt instruments trading at a negative yield. While negative yields can be expected to reduce demand for fixed-income investments trading at a negative interest rate, investors may be willing to continue to purchase such investments for a number of reasons including, but not limited to, price insensitivity, arbitrage opportunities across fixed-income markets, rules-based investment strategies, capital preservation, reduced volatility, or decreased investment opportunities. If negative interest rates become prevalent in the market, it is expected that investors would seek to reallocate assets to other income-producing assets such as investment-grade and high-yield debt instruments, or equity investments that pay a dividend. This increased demand for higher yielding assets may cause the price of such instruments to rise while triggering a corresponding decrease in yield and the value of debt instruments over time. In addition, a move to higher yielding investments may cause investors, including the Account, to seek fixed-income investments with longer duration and/or potentially reduced credit quality in order to seek the desired level of yield. These considerations may limit the Account's ability to locate fixed-income instruments containing the desired risk/return profile. Changing interest rates, including, but not limited to, rates that in the future fall below zero, could have unpredictable effects on the markets and may expose fixed-income and related markets to heightened volatility and potential illiquidity, increasing the potential for losses for the Account.

*Extension Risk.* The risk that during periods of rising interest rates, borrowers pay off their mortgage loans later than expected, preventing the Account from reinvesting principal proceeds at higher interest rates, resulting in less income than potentially available. These risks are normally present in mortgage-backed securities and other ABS. For example, homeowners have the option to prepay their mortgages. Therefore, the duration of a security backed by home mortgages can lengthen depending on homeowner prepayment activity. A decline in the prepayment rate and the resulting increase in duration of fixed-income securities held by the Account can result in losses to the Account.

*Prepayment Risk.* The Account's mortgage loan investments will usually be subject to the risk that the borrower repays a loan early. Also, the Account may be unable to reinvest the proceeds at as high an interest rate as the original mortgage loan rate, resulting in a decline in income. These risks are normally present in mortgage-backed securities and other ABS. For example, homeowners have the option to prepay their mortgages. Therefore, the duration of a security backed by home mortgages can shorten depending on homeowner prepayment activity. A rise in the prepayment rate and the resulting decline in duration of fixed-income securities held by the Account can result in losses to investors in the Account.

*Interest Limitations.* The interest rate we charge on mortgage loans may inadvertently violate state usury laws that limit rates, if, for example, state law changes during the loan term. If this happens, the Account could incur penalties or may be unable to enforce payment of the loan.

*Risks of Investing in Domestic and Foreign Debt or Loans.* The Account may invest from time to time in domestic and foreign mezzanine and other debts or loans to entities which own real estate assets. Generally these loans will be secured by a pledge of the equity securities of the entity, but not by a first lien security interest in the property itself. As such, the Account's recovery in the event of an adverse circumstance at the property (such as a default under a mortgage loan on the property) will be subordinated to the recovery available to the first lien mortgage lender(s) to the property. The Account's remedy may solely consist of foreclosing on the equity interest in the entity owning the property, and that equity interest will be junior in right of recovery to a loan secured by the property owned by the entity. Also, as a subordinated lender, the Account may have limited rights to exercise control over the process by which the mortgage loan is restructured or the property is liquidated following a default. Any of these circumstances may result in the Account being unable to recover some or all of its original investment.

*Risks of Hedging Strategies for Domestic and Foreign Loans and Securities.* In managing any domestic or foreign mezzanine debt or other domestic or foreign loans, securities or real estate, the Account may use or enter into forward currency contracts and foreign currency swaps, and may buy or sell put and call options and futures contracts on foreign currencies as well as other types of derivatives transactions (including interest rate swaps and options, futures contracts or swaps) in order to hedge against the risks of exchange rate uncertainties, interest rate uncertainties and foreign currency or market fluctuations impacting the Account's domestic or foreign loans, securities and real estate investments. Changes in exchange rates and exchange control regulations or interest rates may increase or reduce the value of domestic or foreign mezzanine debt or other types of loans, securities and real estate. Currency hedging, interest rate hedging and similar transactions involve special risks and may limit potential gains due to increases in a currency's value or changes in interest rates. Unanticipated changes in interest rates, domestic or foreign securities prices or currency exchange rates may result in poorer overall performance of the Account than if it had not entered into any such currency-related or interest rate-related hedging transactions for such loans and securities. In addition, the Account could incur additional costs of paying hedge unwind fees, if it has to terminate cross-currency or interest rate swaps, futures contracts or options prematurely due to early repayment of domestic or foreign mezzanine or other debt or securities. The Account does not intend to speculate in foreign currency exchange transactions, forward currency contracts, interest rate options, futures contracts or swaps or other types of hedging transactions relating to its portfolio of domestic and foreign loans and securities.

*Risks of Participations.* To the extent the Account invested in a participating mortgage, the following additional risks would apply:

- The participation feature, in tying the Account's returns to the performance of the underlying asset, might generate insufficient returns to make up for the higher interest rate the loan would have obtained without the participation feature.

- In very limited circumstances, a court may characterize the Account's participation interest as a partnership or joint venture with the borrower and the Account could lose the priority of its security interest or become liable for the borrower's debts.

## **RISKS OF U.S. GOVERNMENT AND GOVERNMENT AGENCY SECURITIES AND CORPORATE OBLIGATIONS**

The Account invests in securities issued by U.S. Government agencies and U.S. Government-sponsored entities. Some of these issuers may not have their securities backed by the full faith and credit of the U.S. Government, which could adversely affect the pricing and value of such securities. U.S. Government securities that are supported by the full faith and credit of the United States present limited credit risk compared to other types of debt securities but are not free of risk. Other U.S. Government securities are supported by the right of the agency or instrumentality to borrow an amount limited to a specific line of credit from the U.S. Treasury or by the discretionary authority of the U.S. Government to purchase financial obligations of the agency or instrumentality, which are thus subject to a greater amount of credit risk than those supported by the full faith and credit of the United States. Still other U.S. Government securities are only supported by the credit of the issuing agency or instrumentality which are subject to greater credit risk as compared to other U.S. Government securities. The maximum potential liability of the issuers of some U.S. Government securities may exceed then current resources, including any legal right to support from the U.S. Treasury. Because the U.S. Government is not obligated by law to support an agency or instrumentality that it sponsors, or such agency's or instrumentality's securities, the Account only invests in U.S. Government securities when TIAA determines that the credit risk associated with the obligation is suitable for the Account.

It is possible that issuers of U.S. Government securities will not have the funds to meet their payment obligations in the future. Federal Home Loan Mortgage Corp. ("FHLMC") and Federal National Mortgage Association ("FNMA") have been operating under conservatorship, with the FHFA acting as their conservator, since September 2008. The FHFA and U.S. Presidential administration have made public statements regarding plans to consider ending the conservatorships. In the event that FHLMC or FNMA are taken out of conservatorships, it is unclear how their respective capital structure would be constructed and what impact, if any, there would be on FHLMC's or FNMA's creditworthiness and guarantees of certain mortgage-backed securities. The entities are dependent upon the continued support of the U.S. Department of the Treasury and FHFA in order to continue their business operations. These factors, among others, could affect the future status and role of FHLMC and FNMA and the value of their securities and the securities which they guarantee.

Uncertainty regarding the status of negotiations in the U.S. Congress to increase the statutory debt ceiling may increase the risk that the U.S. Government may default on payments on certain U.S. Government securities, including those held by the Account.

In addition, the Account may invest in corporate obligations (such as commercial paper and other types of corporate debt obligations) and while the Account seeks out such holdings in short-term or intermediate-term, higher-quality liquid instruments, the ability of the Account to sell these securities may be uncertain, particularly when there are general dislocations in the finance or credit markets. Any such volatility could have a negative impact on the value of these securities. Further, transaction activity may fluctuate significantly from time to time, which could impair the Account's ability to dispose of a security at a favorable time, regardless of the credit quality of the underlying issuer. Also, inherent with investing in any corporate obligation is the risk that the credit quality of the issuer will deteriorate, which could cause the obligations to be downgraded and hamper the value or the liquidity of these securities. Finally, any further downgrades or threatened downgrades of the credit rating for U.S. Government obligations generally could impact the pricing and liquidity of agency securities or corporate obligations in a manner which could impact the value of the Account's units. On one occasion, the long-term credit rating of the United States has been downgraded by at least one leading rating agency as a result of disagreements within the U.S. Government over raising the debt ceiling to repay outstanding obligations. Similar situations in the future could result in periods of high inflation, rising interest rates, changes in the prices of U.S. Treasury securities and increase the costs of various kinds of debt, which may adversely affect the Account.



## RISKS OF LIQUID, FIXED-INCOME INVESTMENTS

The Account's investments in liquid, fixed-income investments, whether real estate-related securities (such as REITs, CMBS or some loans receivable) or non real estate-related securities (such as ABS, MBS, RMBS, CLOs, CMOs, CDOs, cash equivalents, municipal bond securities, other domestic and foreign government and corporate securities and structured securities), and whether debt or equity, are subject to the following general risks:

*Issuer Risk (often called Financial Risk).* The risk that an issuer's earnings or revenue prospects and overall financial position will deteriorate (or be perceived to deteriorate by market participants, rating agencies, pricing services or otherwise), causing a decline in the value of the issuer's financial instruments over short or extended periods of time. In times of market turmoil, perceptions of an issuer's credit risk can quickly change and even large, well-established issuers may deteriorate rapidly with little or no warning.

*Credit Risk.* The risk that the issuer of the fixed-income investments may not be able or willing to meet interest or principal payments when the payments become due, or, in the case of structured securities, the risk that the underlying collateral for the security may be insufficient to support such interest or principal payments, thereby causing a loss to the Account on the investment. Credit risk is heightened in times of market turmoil when perceptions of an issuer's credit risk can quickly change and even large, well-established issuers and/or governments or, in the case of structured securities, higher quality underlying collateral for the security, may deteriorate rapidly with little or no warning.

*Credit Spread Risk.* The risk that credit spreads (i.e., the difference in yield between securities that is due to differences in each security's respective credit quality) may increase when market participants believe that bonds generally have a greater risk of default. Increasing credit spreads may reduce the market values of the Account's securities. Credit spreads often increase more for lower-rated and unrated securities than for investment-grade securities. In addition, when credit spreads increase, reductions in market value will generally be greater for longer-maturity securities.

*Market Volatility, Liquidity and Valuation Risk.* The risk that volatile or dramatic reductions in trading activity, or the cessation of trading at any time, whether due to general market turmoil, limited dealer capacity, problems experienced by a single company or a market sector, or other factors, such as natural disasters or public emergencies (pandemics and epidemics), or periods of high inflation or rapid increases in interest rates, in securities markets make it difficult for the Account to properly value its investments. In such situations, the Account may not be able to purchase or sell a securities investment at an attractive price, if at all. This risk is particularly acute to the extent the Account holds equity securities, which have experienced significant short-term price volatility in recent years.

*Interest Rate Risk.* The risk that increases or volatility in interest rates can cause the prices of certain fixed-income investments to decline. This risk is heightened to the extent the Account invests in fixed-income investments and during periods when prevailing interest rates are low. Periods of very low or negative interest rates may challenge the Account's ability to maintain positive returns. As of the date of this annual report on Form 10-K, interest rates in the United States and in certain foreign markets have risen rapidly recently from historic low levels in anticipation of tightening monetary policy by central banks, which may increase the Account's exposure to risks associated with rising interest rates. In general, changing interest rates could have unpredictable effects on the markets and may expose fixed-income and related markets to heightened volatility. A wide variety of factors can cause interest rates to rise (e.g., central bank monetary policies, inflation rates, or general economic conditions).

*Downgrade Risk.* The risk that securities are subsequently downgraded should TIAA and/or rating agencies believe the issuer's business outlook or creditworthiness has deteriorated. If this occurs, the values of these investments may decline, or it may affect the issuer's ability to raise additional capital for operational or financial purposes and increase the chance of default, as a downgrade may be seen in the financial markets as a signal of an issuer's deteriorating financial position.

*Income Volatility Risk.* Income volatility refers to the degree and speed with which changes in prevailing market interest rates diminish the level of current income from the Account's portfolio of fixed-income securities. The risk of income volatility is that the level of current income from a portfolio of fixed-income securities may decline in certain interest rate environments.

*Call Risk.* The risk that an issuer will redeem a fixed-income investment prior to maturity. This often happens when prevailing interest rates are lower than the rate specified for the fixed-income investment. If a fixed-income investment is called early, the Account may not be able to benefit fully from the increase in value that other fixed-income investments experience when interest rates decline. Additionally, the Account would likely have to reinvest the payoff proceeds at current yields, which are likely to be lower than the fixed-income investment in which the Account originally invested, resulting in a decline in income.

*Prepayment Risk.* The risk that, during periods of falling interest rates, borrowers may pay off their loans sooner than expected, forcing the Account to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in income. These risks are normally present in mortgage-backed securities and other asset-backed securities. For example, borrowers have the option to prepay their mortgages. Therefore, the duration of a security backed by home mortgages can shorten depending on borrower prepayment activity. A rise in the prepayment rate and the resulting decline in duration of fixed-income securities held by the Account can result in losses to the Account.

*Extension Risk.* The risk that, during periods of rising interest rates, borrowers may pay off their mortgage loans later than expected, preventing a Fund from reinvesting principal proceeds at higher interest rates, resulting in less income than potentially available. These risks are normally present in mortgage-backed securities and other asset-backed securities. For example, homeowners have the option to prepay their mortgages. Therefore, the duration of a security backed by home mortgages can lengthen depending on homeowner prepayment activity. A decline in the prepayment rate and the resulting increase in duration of fixed-income securities held by the Account can result in losses to the Account.

*U.S. Government Securities Risk.* Securities issued by the U.S. Government or one of its agencies or instrumentalities may receive varying levels of support from the U.S. Government, which could affect the Account's ability to recover should they default. Therefore, securities issued by U.S. Government agencies or instrumentalities that are not backed by the full faith and credit of the U.S. Government may involve increased risk of loss of principal and interest. In addition, the value of U.S. Government securities may be affected by changes in the credit rating of the U.S. Government. To the extent the Account invests significantly in securities issued or guaranteed by the U.S. Government or its agencies or instrumentalities, any market movements, regulatory changes or changes in political or economic conditions that affect the securities of the U.S. Government or its agencies or instrumentalities in which the Account invests may have a significant impact on the Account's performance. Events that would adversely affect the market prices of securities issued or guaranteed by one U.S. Government agency or instrumentality may adversely affect the market prices of securities issued or guaranteed by other agencies or instrumentalities.

*State and Municipal Investment Risk.* Events affecting states and municipalities may adversely affect the Account's investments and its performance. These events may include severe financial difficulties and continued budget deficits, economic or political policy changes, tax base erosion, state constitutional limits on tax increases, and changes in the credit ratings assigned to state and municipal issuers of debt instruments that the Account may hold. Since 2008, many states and municipalities have experienced—and continue to experience—severe financial difficulties. As a result, the economies and fiscal condition of these states and municipalities have deteriorated significantly as a result of a number of economic and other factors, including continued state and local housing crises, high unemployment levels, a drop in tax revenue and periods of larger national economic slowdown. The continued deterioration of state and municipal economies has resulted in large state and municipal budget deficits and it is unclear at this time when and how states and municipalities will close their budget gaps or how those solutions might affect state or municipal governments. A negative change in any one of these or other areas could affect the ability of state or municipal issuers to meet their debt obligations and result in losses to the Account.

*Foreign Securities Investment Risk.* Foreign investments, which may include securities of foreign issuers, securities or contracts traded or acquired in non-U.S. markets or on non-U.S. exchanges, or securities or contracts payable or denominated in non-U.S. currencies, can involve special risks that arise from one or more of the following events or circumstances: (1) changes in currency exchange rates; (2) possible imposition of market controls or currency exchange controls; (3) possible imposition of withholding taxes on dividends and interest; (4) possible seizure, expropriation or nationalization of assets; (5) more limited financial information or difficulties interpreting it because of foreign regulations and accounting standards; (6) lower liquidity and higher volatility in some foreign

markets; (7) the impact of political, social or diplomatic events; (8) economic sanctions or other measures by the United States or other governments; (9) the difficulty of evaluating some foreign economic trends; and (10) the possibility that a foreign government could restrict an issuer from paying principal and interest to investors outside the country. Brokerage commissions and custodial and transaction costs are often higher for foreign investments, and it may be difficult for the Account to use foreign laws and courts to enforce financial or legal obligations. Foreign investments may also be subject to risk of loss because of more or less foreign government regulation, less public information, and less stringent investor protections and disclosure standards.

*Emerging Markets Risk.* The risk of foreign investment often increases in countries with emerging markets. For example, these countries may have more unstable governments than developed countries, and their economies may be based on only a few industries. Emerging markets countries may also have less stringent regulation of accounting, auditing, financial reporting, and recordkeeping requirements, which could affect the Account's ability to evaluate potential investments. Because their financial markets may be very small, share prices of financial instruments in emerging market countries may be volatile and difficult to determine. Financial instruments of issuers in these countries may have lower overall liquidity than those of issuers in more developed countries. In addition, foreign investors such as the Account are subject to a variety of special restrictions in many emerging market countries. The risks outlined above are often more pronounced in "frontier markets" in which the Account may invest. Moreover, legal remedies for investors in emerging markets (including derivative litigation) may be more limited, and U.S. authorities may have less ability to bring actions against bad actors in emerging markets countries. Frontier markets are those emerging markets that are considered to be among the smallest, least mature and least liquid. These factors may make investing in frontier market countries significantly riskier than investing in other countries.

*Fixed-Income Foreign Investment Risk.* Foreign fixed-income securities investments, including securities or contracts payable or denominated in non-U.S. currencies, can involve special risks that arise from one or more of the following events or circumstances: (1) changes in currency exchange rates; (2) possible imposition of market controls or currency exchange controls; (3) possible imposition of withholding taxes on dividends and interest; (4) possible seizure, expropriation or nationalization of assets; (5) more limited financial information about the foreign debt issuer or difficulties interpreting it because of foreign regulations and accounting standards; (6) lower liquidity and higher volatility in some foreign markets; (7) the impact of political, social or diplomatic events; (8) economic sanctions or other measures by the United States or other governments; (9) the difficulty of evaluating some foreign economic trends; and (10) the possibility that a foreign government could restrict an issuer from paying principal and interest on its debt obligations to investors outside the country. It may also be difficult to use foreign laws and courts to force a foreign issuer to make principal and interest payments on its debt obligations. In addition, the cost of servicing external debt will also generally be adversely affected by rising international interest rates because many external debt obligations bear interest at rates which are adjusted based upon international interest rates. The risks described above often increase in countries with emerging markets. For example, the ability of a foreign sovereign issuer, especially in an emerging market country, to make timely and ultimate payments on its debt obligations may be strongly influenced by the issuer's balance of payments, including export performance, its access to international credit and investments, fluctuations of interest rates and the extent of its foreign reserves. If a deterioration occurs in the foreign country's balance of payments, it could impose temporary restrictions on foreign capital remittances. In addition, there is a risk of restructuring certain foreign debt obligations that could reduce and reschedule interest and principal payments.

*Sovereign Debt Risk.* The risk that the issuer of non-U.S. sovereign debt or the governmental authorities that control the repayment of such debt may be unable or unwilling to repay principal or interest when due. This may result from political or social factors, the general economic environment of a country, levels of foreign debt or foreign currency exchange rates, among other possible reasons. To the extent the issuer or controlling governmental authority is unable or unwilling to repay principal or interest when due, the Account may have limited recourse to compel payment in the event of default and could result in losses to the Account.

*Supranational Debt Risk.* The risk that the issuer of multinational or supranational foreign debt (e.g., the European Union or the International Monetary Fund (IMF)) that controls the repayment of such debt may be unable or unwilling to repay principal or interest when due. This may result from, among other possible reasons, political or social factors (e.g., the sudden or gradual disintegration of the multinational or supranational organization), the

general economic environment of the countries or foreign markets that comprise the organization, levels of foreign debt or foreign currency exchange rates. To the extent the issuer or controlling multinational or supranational authority is unable or unwilling to repay principal or interest when due, the Account may have limited recourse to compel payment in the event of default and could result in losses to the Account.

*Active Management Risk.* The risk that the Account's strategy, investment selection or trading execution for securities, including REIT stocks, may cause the Account to underperform relative to a stated benchmark index or funds or accounts with similar investment objectives.

*Currency Risk.* The risk of a decline in the value of a foreign currency versus the U.S. dollar, which reduces the dollar value of securities denominated in that foreign currency. The overall impact on the Account's holdings can be significant and long lasting depending on the currencies represented in the portfolio, how each currency appreciates or depreciates in relation to the U.S. dollar, and whether currency positions are hedged. Foreign currency exchange rates may fluctuate significantly over short periods of time, particularly with respect to emerging markets currencies. Currency exchange rates can also be affected unpredictably by intervention by U.S. or foreign governments or central banks, or by currency controls or political developments.

*Derivatives Risk.* The risks associated with investing in derivatives may be different and greater than the risks associated with directly investing in the underlying securities and other instruments. Derivatives such as swaps are subject to risks such as liquidity risk, interest rate risk, market risk, and credit risk. These derivatives involve the risk of mispricing or improper valuation and the risk that the prices of certain options, futures, swaps (including credit default swaps), forwards and other types of derivative instruments may not correlate perfectly with the prices or performance of the underlying security, currency, rate, index or other asset. Certain derivatives present counterparty risk, or the risk of default by the other party to the contract, and some derivatives are, or may suddenly become, illiquid. Some of these risks exist for futures, options and swaps which may trade on established markets. Unanticipated changes in interest rates, securities prices or currency exchange rates may result in poorer overall performance of the Account than if it had not entered into derivatives transactions. The potential for loss as a result of investing in derivatives, and the speed at which such losses can be realized, may be greater than investing directly in the underlying security or other instrument. Derivative investments can create leverage by magnifying investment losses or gains, and the Account could lose more than the amount invested.

*Currency Management Strategies Risk.* Currency management strategies, including forward currency contracts, may substantially change the Account's exposure to currency exchange rates and could result in losses to the Account if currencies do not perform as TIAA expects. In addition, currency management strategies, to the extent that such strategies reduce the Account's exposure to currency risks, may also reduce the Account's ability to benefit from favorable changes in currency exchange rates. There is no assurance that TIAA's use of currency management strategies will benefit the Account or that they will be, or can be, used at appropriate times. Furthermore, there may not be a perfect correlation between the amount of exposure to a particular currency and the amount of securities in the portfolio denominated in that currency. Currency markets are generally less regulated than securities markets. Derivatives transactions, especially forward currency contracts and currency-related futures contracts and swap agreements, may involve significant amounts of currency management strategies risk.

*Counterparty and Third Party Risk.* Transactions involving a counterparty to a derivative or other instrument, or a third party responsible for servicing the instrument, are subject to the credit risk of the counterparty or third party, and to the counterparties or third party's ability to perform in accordance with the terms of the transaction. If a counterparty defaults, the Account may have contractual remedies but the Account may be unable to enforce them due to the application of bankruptcy, insolvency and other laws affecting the rights of creditors. Counterparty risk is still present even if a counterparties' obligations are secured by collateral because, for example, the Account's interest in collateral may not be perfected or additional collateral may not be promptly posted as required. The Account is also subject to counterparty risk to the extent it executes a significant portion of its securities or derivatives transactions through a single broker, dealer, or futures commission merchant.

*Rule 144A Securities Risk.* The risk that SEC Rule 144A securities may be less liquid, and have less disclosure and investor protections, than publicly traded securities. Such securities may involve a high degree of business and financial risk and may result in losses to the Account.

*Deposit/Money Market Risk.* The risk that, to the extent the Account's cash held in bank deposit accounts exceeds federally insured limits as to that bank, the Account could experience losses if banks fail. In addition, there is some risk that investments held in money market accounts or funds can suffer losses. Further, to the extent that a significant portion of the Account's net assets at any particular time consist of cash, cash equivalents and non-real estate-related liquid securities, the Account's returns may suffer as compared to the return that could have been generated by more profitable real estate-related investments. Such a potential negative impact on returns may be exacerbated in times of low prevailing interest rates payable on many classes of liquid securities.

*Risks Related to Liquid Securities.* In addition to the risks noted above, the U.S. capital markets may experience extreme volatility and disruption for a variety of reasons, including a global pandemic, such as the COVID-19 pandemic and similar health concerns. Disruptions in the capital markets, and periods of high inflation or rapid increases in interest rates, can increase the spread between the yields realized on risk-free and higher risk securities, resulting in illiquidity in parts of the capital markets. Such disruptions may adversely affect the Account's business, financial position and results of operations.

*Structured Securities Risk.* The risk that the value of a structured security or its underlying collateral can rise or fall in inverse proportion to the movement of interest rates. In addition, structured securities are often subject to limited liquidity, market volatility, the credit risk of the issuer or the underlying collateral for the security, changes in credit spreads charged by the market for taking the issuer's or underlying collateral's credit risk, early termination events (which can lower the payout at maturity), contractual provisions that may impose maximum gains, participation rights or similar features that limit investment return on the security, and hidden fees and costs embedded in the price of the security, all of which can adversely impact the value of, and result in the loss of principal or interest on, the security at maturity.

### **Illiquid Investments Risk**

The risk that illiquid investments may be difficult to sell for the value at which they are carried, if at all, or at any price within the desired time frame. Illiquid investments are those that are not reasonably expected to be sold or disposed of in current market conditions in seven calendar days or less without the sale or disposition significantly changing the market value of the investment. The Account's investments in illiquid investments may reduce the returns of the Account because it may be unable to sell the illiquid investment at an advantageous time or price, which could prevent the Account from taking advantage of other investment opportunities. Illiquid investments may trade less frequently, in lower quantities and/or at a discount as compared to more liquid investments, which may cause the Account to receive distressed prices and incur higher transaction costs when selling such investments. Securities that are liquid at the time of purchase may subsequently become illiquid due to events such as adverse developments for an issuer, industry-specific developments, market events, rising interest rates, changing economic conditions or investor perceptions and geopolitical risk. Dislocations in certain parts of markets have resulted, and may continue to result, in reduced liquidity for certain investments. It is uncertain when financial markets will improve and economic conditions will stabilize. Liquidity of financial markets may also be affected by government intervention and political, social, health, economic or market developments. During periods of market stress, the Account's assets could potentially experience significant levels of illiquidity.

### **GLOBAL ECONOMIC RISKS**

National and regional economies and financial markets have become increasingly interconnected, which increases the possibilities that conditions in one country, region or market might adversely impact issuers in a different country, region or market. Changes in legal, political, regulatory, tax and economic conditions may cause fluctuations in markets and securities and commercial real property prices around the world, which could negatively impact the value of the Account's investments. For example, the United Kingdom's referendum decision to leave the European Union resulted in the depreciation in value of the British pound, short term declines in the stock markets and ongoing economic and political uncertainty concerning the consequences of the exit. Similar major economic or political disruptions, particularly in large economies like China, may have global negative economic and market repercussions. Additionally, events such as war (e.g., the escalating conflict in Ukraine), terrorism, natural and environmental disasters, the spread of infectious illnesses, pandemics or other public health emergencies, or changing economic or market environments with high inflation or rapid increase in interest rates,

may adversely affect the global economy and the securities, local commercial real estate markets and issuers in which the Account invests. Historical examples of such events include the outbreak of the COVID-19 pandemic in early 2020, which resulted in government imposed shutdowns across the globe. These events have reduced and could continue to reduce consumer demand and economic output, result in market closures, travel restrictions or quarantines, and generally have a significant impact on the economy, including the commercial real estate sector. Governmental and quasi-governmental authorities and regulators throughout the world have responded to the ongoing impact of the COVID-19 pandemic with a variety of significant fiscal and monetary policy changes, including, but not limited to, direct capital infusions into companies and new monetary programs. An unexpected or quick reversal of these policies, or the ineffectiveness of these policies, could increase volatility in securities and commercial real estate markets, which could adversely affect the Account's investments.

## **CONFLICTS OF INTEREST WITHIN TIAA**

*General.* TIAA and its affiliates (including Nuveen Alternatives Advisors LLC ("NAA") and Teachers Advisors, LLC ("TAL"), its wholly owned subsidiaries and registered investment advisers, and Nuveen Management AIFM Limited (dba Nuveen Real Estate ("NRE"), its wholly owned subsidiary) have interests in other real estate programs and accounts and also engage in other business activities. As such, they will have conflicts of interest in allocating their time between the Account's business and these other activities. Also, the Account may be buying properties at the same time as TIAA affiliates that may have similar investment objectives to those of the Account. There is also a risk that TIAA will choose a property that provides lower returns to the Account than a property purchased by TIAA and its affiliates. Further, the Account will likely acquire properties in geographic areas where TIAA and its affiliates own or manage properties, including in foreign markets. In addition, the Account may desire to sell a property at the same time another TIAA affiliate is selling a property in an overlapping market. Conflicts could also arise because some properties owned or managed by TIAA and its affiliates may compete with the Account's properties for tenants. Among other things, if one of the TIAA entities attracts a tenant that the Account is competing for, the Account could suffer a loss of revenue due to delays in locating another suitable tenant. TIAA has adopted allocation policies and procedures applicable to the purchasing conflicts scenario, but the resolution of such conflicts may be economically disadvantageous to the Account. As a result of TIAA's and its affiliates' obligations to TIAA itself and to other current and potential investment vehicles sponsored by TIAA affiliates with similar objectives to those of the Account, there is no assurance that the Account will be able to take advantage of every attractive investment opportunity that otherwise is in accordance with the Account's investment objectives.

*Liquidity Guarantee.* In addition, as discussed elsewhere in this report, the TIAA General Account provides a liquidity guarantee to the Account. While an independent fiduciary is responsible under the prohibited transaction exemption issued to the Account in 1996 under PTE 96-76 ("PTE 96-76") for establishing a "trigger point" (a percentage of TIAA's ownership of liquidity units beyond which TIAA's ownership may be reduced at the fiduciary's direction), there is no express cap on the amount TIAA may be obligated to fund under this guarantee. Further, the Account's independent fiduciary oversees any redemption of TIAA liquidity units. TIAA's ownership of liquidity units (including the potential for changes in its levels of ownership in the future) from time to time could result in the perception that TIAA is taking into account its own economic interests while serving as investment manager for the Account. In particular, the value of TIAA's liquidity units fluctuates in the same manner as the value of accumulation units held by all contract owners. Any perception of a conflict of interest could cause contract owners to transfer accumulations out of the Account to another investment option, which could have an adverse impact on the Account's ability to act most optimally upon its investment strategy.

## **RISKS OF SECURITIES LENDING**

In lending its securities, the Account bears the market risk with respect to the investment of collateral and the risk the borrower or securities lending agent (the "Agent") may default on its contractual obligations to the Account. Each Agent bears the risk that the borrower may default on its obligation to return the loaned securities as the Agent is contractually obligated to indemnify the Account if at the time of a default by a borrower some or all of the loaned securities have not been returned. Substitute payments for dividends received by the Account for securities loaned out by the Account will not be considered as qualified dividend income or as eligible for the corporate dividend received deduction.

## **REQUIRED PROPERTY SALES UNDER THE PTE**

If TIAA were to own too large a percentage of the Account's accumulation units through funding the liquidity guarantee (as determined by the Account's independent fiduciary), the independent fiduciary could, pursuant to its obligations under PTE 96-76, require the Account to sell commercial real properties or other portfolio assets in the Account to reduce TIAA's ownership interest. Any such required sales could occur at times and at prices that depress the sale proceeds to the Account and result in losses to the Account.

## **NO OPPORTUNITY FOR PRIOR REVIEW OF TRANSACTIONS**

Investors do not have the opportunity to evaluate the economic or financial merit of the purchase, sale or financing of a property or other investment before the Account completes the transaction, so investors will need to rely solely on TIAA's judgment and ability to select investments consistent with the Account's investment objective and policies. Further, the Account may change its investment objective and pursue specific investments in accordance with any such amended investment objective without the consent of the Account's investors.

## **RISKS OF REGISTRATION UNDER THE INVESTMENT COMPANY ACT OF 1940**

The Account has not registered, and management intends to continue to operate the Account so that it will not have to register, as an "investment company" under the Investment Company Act of 1940, as amended (the "Investment Company Act"). Generally, a company is an "investment company" and required to register under the Investment Company Act if, among other things, it holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities, or it is engaged or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire investment securities having a value exceeding 40% of the value of such company's total assets (exclusive of government securities and cash items) on an unconsolidated basis.

If in the future the Account elected to or was obligated to register as an investment company, the Account would have to comply with a variety of substantive requirements under the Investment Company Act that impose, among other things, limitations on capital structure, restrictions on certain investments, compliance with reporting, record-keeping, voting and proxy disclosure requirements and other rules and regulations that could significantly increase its operating expenses and reduce its operating flexibility. To maintain compliance with the exemptions from the Investment Company Act, the Account may be unable to sell assets it would otherwise want to sell and may be unable to purchase securities it would otherwise want to purchase, which might materially adversely impact the Account's performance.

## **CYBERSECURITY AND OTHER BUSINESS CONTINUITY RISKS**

With the increased use of connected technologies such as the Internet to conduct business, the Account and its service providers (including, but not limited to, TIAA, Services, the independent fiduciary and the Account's custodian and financial intermediaries) are susceptible to cybersecurity risks. In general, cybersecurity attacks can result from infection by computer viruses or other malicious software or from deliberate actions or unintentional events, including gaining unauthorized access through "hacking" or other means to digital systems, networks, or devices that are used to service the Account's operations in order to misappropriate assets or sensitive information, corrupt data, or cause operational disruption. Cybersecurity attacks can also be carried out in a manner that does not require gaining unauthorized access, including by carrying out a "denial-of-service" attack on the Account or its service providers. In addition, authorized persons could inadvertently or intentionally release and possibly destroy confidential or proprietary information stored on the Account's systems or the systems of its service providers.

Cybersecurity failures by the Account or any of its service providers, or the issuers of any portfolio securities in which the Account invests (e.g., issuers of REIT stocks or debt securities), have the ability to result in disruptions to and impacts on business operations and may adversely affect the Account and the value of your accumulation units. Such disruptions or impacts may result in: financial losses; interference with the processing of contract transactions, including the processing of orders from TIAA's website; interfere with the Account's ability to calculate AUVs; barriers to trading and order processing; Account contract owners' inability to transact business with the Account; violations of applicable federal and state privacy or other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs; or additional compliance costs. The Account and its service providers

may also maintain sensitive information (including relating to personally identifiable information of investors) and a cybersecurity breach may cause such information to be lost, improperly accessed, used or disclosed. The Account may incur additional, incremental costs to prevent and mitigate the risks of cybersecurity attacks or incidents in the future. The Account and its contract owners could be negatively impacted by such cybersecurity attacks or incidents. Although the Account has established business continuity plans and risk-based processes and controls to address such cybersecurity risks, there are inherent limitations in such plans and systems in part due to the evolving nature of technology and cybersecurity attack tactics. As a result, it is possible that the Account or the Account's service providers will not be able to adequately identify or prepare for all cybersecurity attacks. In addition, the Account cannot directly control the cybersecurity plans or systems implemented by its service providers.

Other disruptive events, including, but not limited to, natural disasters, terrorism, or public health or pandemic crises (such as the COVID-19 pandemic), may adversely affect the Account's ability to conduct business. Such adverse effects may include the inability of TIAA's employees, or the employees of its affiliates and the Account's service providers, to perform their responsibilities as a result of any such event. Any resulting disruptions to the Account's business operations can interfere with our processing of contract transactions (including the processing of orders from our website), impact our ability to calculate annuity unit values, or cause other operational issues.

## TAX RISKS

The tax rules applicable to the contracts vary according to the type of retirement plan and the terms and conditions of the plan. Your rights under a contract may be subject to the terms of the retirement plan itself, regardless of the terms of the contract. Adverse tax consequences may result if contributions, distributions, and other transactions with respect to the contract are not made or effected in compliance with applicable law. We cannot provide detailed information on all tax aspects of the contracts. Moreover, the tax aspects that apply to a particular person's contract may vary depending on the facts applicable to that person and state of residence. Tax rules may change without notice. We cannot predict whether, when, or how these rules could change. Any change could affect contracts purchased before the change. We cannot predict what, if any, legislation will actually be proposed or enacted. Before making contributions to your contract or taking other action related to your contract, you should consult a qualified tax advisor to determine the tax implications of an investment in, and payments received under, the contract.

## ITEM 1B. UNRESOLVED STAFF COMMENTS.

Not applicable.

## ITEM 2. PROPERTIES.

### THE PROPERTIES—GENERAL

In the table below, contract owners will find general information about each of the Account's investments as of December 31, 2022. The Account's investments include both properties that are wholly owned by the Account and properties owned by the Account's joint venture investments. Certain investments include a portfolio of properties.

Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
<b>OFFICE PROPERTIES</b>					
1001 Pennsylvania Ave	Washington, D.C.	100.00%	765,820	92.7%	\$ 702.4 <sup>(3)</sup>
Lincoln Centre	Dallas, TX	100.00%	1,689,674	77.9%	543.7
701 Brickell Avenue	Miami, FL	100.00%	685,215	91.1%	503.0 <sup>(3)</sup>
99 High Street	Boston, MA	100.00%	730,208	81.1%	482.7 <sup>(3)</sup>
Four Oaks Place	Houston, TX	51.00%	2,341,332	83.7%	348.8 <sup>(4)</sup>
1900 K Street, NW	Washington, D.C.	100.00%	361,616	97.6%	327.6 <sup>(3)</sup>
780 Third Avenue	New York, NY	100.00%	515,809	52.9%	310.0 <sup>(3)</sup>
Foundry Square II	San Francisco, CA	50.10%	520,218	97.2%	296.8
21 Penn Plaza	New York, NY	100.00%	374,424	94.1%	284.0
One Boston Place	Boston, MA	50.25%	804,875	89.9%	267.8



Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
Seavest MOB	Pittsburgh, PA	98.30%	771,097	92.4%	257.9 <sup>(4)</sup>
Campus Pointe 1	San Diego, CA	45.00%	449,759	99.2%	235.9
Wilshire Rodeo Plaza	Beverly Hills, CA	100.00%	263,727	79.1%	233.0
1401 H Street, NW	Washington, D.C.	100.00%	367,698	77.0%	218.0 <sup>(3)</sup>
Juniper MOB Portfolio	Various	50.00%	1,058,651	85.5%	213.8
Fort Point Creative Exchange Portfolio	Boston, MA	100.00%	312,293	82.7%	204.6
Campus Pointe 2 & 3	San Diego, CA	45.00%	305,006	100.0%	200.6
837 Washington Street	New York, NY	100.00%	55,497	100.0%	193.0
501 Boylston	Boston, MA	50.10%	613,018	69.6%	179.8 <sup>(4)</sup>
Campus Pointe 6	San Diego, CA	45.00%	314,103	87.8%	172.8
88 Kearny Street	San Francisco, CA	100.00%	233,887	60.8%	170.0
Fourth & Madison	Seattle, WA	51.00%	845,533	73.2%	135.9 <sup>(4)</sup>
Vista Station Office Portfolio	Draper, UT	100.00%	400,000	100.0%	119.5 <sup>(3)</sup>
1600 Broadway Street	Denver, CO	100.00%	444,595	81.0%	102.0
101 Pacific Coast Highway	El Segundo, CA	100.00%	203,006	90.5%	96.5
440 Ninth Avenue	New York, NY	88.52%	410,815	47.1%	83.1 <sup>(4)</sup>
9625 Towne Centre Drive	San Diego, CA	49.90%	163,648	100.0%	77.3
The Ellipse at Ballston	Arlington, VA	100.00%	196,305	55.4%	70.3
101 North Tryon Street	Charlotte, NC	85.00%	551,647	52.7%	49.3 <sup>(4)</sup>
Campus Pointe 4	San Diego, CA	45.00%	44,034	100.0%	48.7
3131 McKinney	Dallas, TX	100.00%	146,551	61.6%	48.1
355 West 52nd St	New York, NY	95.00%	55,621	100.0%	45.5
8270 Greensboro Drive	McLean, VA	100.00%	163,484	40.1%	43.8
West Lake North Business Park	Westlake Village, CA	100.00%	196,230	58.3%	42.3
Campus Pointe 5	San Diego, CA	45.00%	269,048	100.0%	37.1
Wilton Woods Corporate Campus	Wilton, CT	100.00%	534,251	36.7%	35.4
30700 Russell Ranch	Westlake Village, CA	100.00%	136,082	73.4%	32.4
Colorado Center	Santa Monica, CA	2.00%	1,196,365	84.6%	13.0 <sup>(4)</sup>
817 Broadway	New York, NY	61.46%	139,062	62.3%	11.1 <sup>(4)</sup>
<b>Subtotal—Office Properties</b>				<b>80.4%</b>	<b>\$ 7,437.5</b>

Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
<b>INDUSTRIAL PROPERTIES</b>					
Ontario Industrial Portfolio	Various	100.00%	3,362,129	100.0%	\$ 1,290.0
Great West Industrial Portfolio	Rancho Cucamonga and Fontana, CA	100.00%	1,358,925	100.0%	502.0
Dallas Industrial Portfolio	Dallas and Coppell, TX	100.00%	3,684,941	98.2%	371.8
Southern CA RA Industrial Portfolio	Los Angeles, CA	100.00%	920,078	93.0%	351.7
Cerritos Industrial Park	Cerritos, CA	100.00%	934,213	99.6%	327.0
Oakmont IE West Portfolio	Fontana, CA	100.00%	709,941	100.0%	288.0
South River Road Industrial	Cranbury, NJ	100.00%	858,957	100.0%	265.5
Rainier Corporate Park	Fife, WA	100.00%	1,104,071	100.0%	249.0
Rancho Cucamonga Industrial Portfolio	Rancho Cucamonga, CA	100.00%	573,000	100.0%	226.0
Port St. Lucie	Port St. Lucie, FL	100.00%	1,080,306	100.0%	215.2
Seneca Industrial Park	Pembroke Park, FL	100.00%	882,182	97.3%	210.7
Frontera Industrial Business Park	San Diego, CA	100.00%	794,330	99.2%	189.3
Regal Logistics Campus	Seattle, WA	100.00%	968,535	100.0%	187.0
Shawnee Ridge Industrial Portfolio	Atlanta, GA	100.00%	1,422,922	100.0%	187.0
Ontario Mills Industrial Portfolio	Ontario, CA	100.00%	435,733	100.0%	183.0
Pinto Business Park	Houston, TX	100.00%	1,641,141	100.0%	177.3
Northern CA RA Industrial Portfolio	Oakland, CA	100.00%	625,304	100.0%	154.0
Minneapolis Core Portfolio	Brooklyn Park, MN	100.00%	952,642	100.0%	149.1
Chicago Caleast Industrial Portfolio	Chicago, IL	100.00%	1,145,152	100.0%	127.7
Pinnacle Industrial Portfolio	Grapevine, TX	100.00%	899,200	100.0%	123.0
Stevenson Point	Newark, CA	100.00%	312,885	83.2%	119.6
Hendricks Gateway	Indianapolis, IN	100.00%	1,072,069	100.0%	108.0
Weston Business Center	Weston, FL	100.00%	455,268	100.0%	104.4
Centre Pointe and Valley View	Los Angeles County, CA	100.00%	307,685	98.7%	99.3
Northeast RA Industrial Portfolio	Boston, MA	100.00%	384,126	100.0%	98.6
Northwest Houston Industrial Portfolio	Houston, TX	100.00%	1,010,957	100.0%	97.8
Weston Business Center EF	Weston, FL	100.00%	396,090	100.0%	97.0
Pacific Corporate Park	Fife, WA	100.00%	388,783	100.0%	88.5
Broward Industrial Portfolio	Various, FL	100.00%	355,088	100.0%	86.7
The Hub	Long Island City, NY	95.00%	351,679	80.7%	78.5 <sup>(4)</sup>
Jackson Shaw Forward Portfolio: 46 Ranch	Fort Worth, TX	100.00%	562,670	52.4%	77.7
Fairfield Tolenas	Fairfield, CA	100.00%	496,541	100.0%	77.5
200 Milik Street	Carteret, NJ	100.00%	232,134	100.0%	76.2
Midway 840	Mount Juliet, TN	100.00%	670,680	100.0%	73.9
Atlanta Industrial Portfolio	Lawrenceville, GA	100.00%	495,440	100.0%	71.3
One Beeman Road	Northborough, MA	100.00%	342,900	100.0%	70.9
Northwest RA Industrial Portfolio	Seattle, WA	100.00%	312,321	100.0%	70.7
Landover Logistics	Landover, MD	100.00%	360,550	84.0%	68.4
Otay Mesa Industrial Portfolio	San Diego, CA	100.00%	265,712	100.0%	59.2
Almond Avenue	Fontana, CA	100.00%	146,864	100.0%	58.0
Chicago Industrial Portfolio	Chicago, IL	100.00%	334,824	88.7%	54.4
I-35 Logistics Center	Fort Worth, TX	95.00%	485,330	100.0%	53.3
Central 64 Portfolio	Denver, CO	100.00%	220,100	100.0%	49.0
Riverside 202 Industrial	Phoenix, AZ	100.00%	319,860	100.0%	48.3
10 New Maple	Pine Brook, NJ	100.00%	266,338	100.0%	47.0
Jackson Shaw Forward Portfolio: Centerpoint	San Antonio, TX	100.00%	302,518	48.6%	37.9
Jackson Shaw Forward Portfolio: Parc 20	Arlington, TX	100.00%	154,127	71.3%	25.3
Park 10 Distribution	Houston, TX	100.00%	152,638	100.0%	18.1
Chisolm Trail	Houston, TX	100.00%	86,904	69.1%	7.6
<b>Subtotal—Industrial Properties</b>				<b>97.4%</b>	<b>\$ 7,797.4</b>

Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
<b>RETAIL PROPERTIES</b>					
Fashion Show	Las Vegas, NV	50.00%	1,916,257	95.6%	\$ 503.9 <sup>(4)</sup>
The Florida Mall	Orlando, FL	50.00%	1,114,868	81.8%	414.8 <sup>(4)</sup>
West Town Mall	Knoxville, TN	50.00%	918,401	89.1%	225.0 <sup>(4)</sup>
Westwood Marketplace	Los Angeles, CA	100.00%	202,202	100.0%	177.0
Village Crossing	Skokie, IL	100.00%	722,457	97.2%	148.3
Pacific City	Huntington Beach, CA	100.00%	194,744	90.6%	143.0 <sup>(3)</sup>
Birkdale Village	Huntersville, NC	93.00%	340,567	92.4%	143.0 <sup>(4)</sup>
Florida Retail Portfolio	Various, FL	80.00%	328,594	86.4%	131.7
350 Washington	Boston, MA	100.00%	147,504	100.0%	123.0
Bridgepointe Shopping Center	San Mateo, CA	100.00%	467,683	82.3%	121.0
Fayette Pavilion	Fayetteville, GA	100.00%	1,523,161	96.5%	111.9
Plaza America	Reston, VA	100.00%	163,407	90.8%	100.1
The Shops at Wisconsin Place	Chevy Chase, MD	100.00%	117,202	78.5%	91.5 <sup>(5)</sup>
Marketfair	West Windsor, NJ	100.00%	243,212	94.4%	90.5
Marketplace at Mill Creek	Buford, GA	100.00%	401,896	96.6%	86.8 <sup>(3)</sup>
Miami International Mall	Miami, FL	50.00%	1,086,704	91.2%	78.3 <sup>(4)</sup>
Publix at Weston Commons	Weston, FL	100.00%	126,922	97.7%	71.5
Pavilion at Turkey Creek	Knoxville, TN	100.00%	452,770	100.0%	58.8
Heritage Pavilion	Smyrna, GA	100.00%	255,971	100.0%	55.0
Overlook At King Of Prussia	King of Prussia, PA	100.00%	192,218	100.0%	54.7 <sup>(3)</sup>
Creeks at Virginia Center	Glen Allen, VA	100.00%	266,023	93.7%	52.6
Southside at McEwen	Franklin, TN	100.00%	92,470	94.1%	52.5
Winslow Bay Commons	Mooresville, NC	100.00%	441,773	99.7%	49.9 <sup>(3)</sup>
Columbiana Station	Columbia, SC	100.00%	435,567	84.8%	46.9
The Forum at Carlsbad	Carlsbad, CA	50.00%	262,715	88.8%	45.7
Cypress Trace	Fort Myers, FL	100.00%	279,171	85.9%	41.5
32 South State Street	Chicago, IL	100.00%	96,354	100.0%	41.0 <sup>(3)</sup>
Alexander Place	Raleigh, NC	100.00%	198,309	91.7%	40.4
Town and Country	Knoxville, TN	100.00%	650,229	97.2%	38.2
Riverchase Village	Hoover, AL	100.00%	176,211	92.9%	33.8
401 West 14th Street	New York, NY	42.19%	62,583	91.9%	32.9 <sup>(4)</sup>
Market Square	Fort Myers, FL	100.00%	118,945	89.6%	24.3
River Ridge	Birmingham, AL	100.00%	349,734	98.4%	21.5
Shoppes at Lake Mary	Lake Mary, FL	100.00%	74,234	62.9%	20.3
1619 Walnut Street	Philadelphia, PA	100.00%	34,047	30.0%	13.4
Valencia Town Center	Valencia, CA	50.00%	1,218,200	72.8%	4.9 <sup>(4)</sup>
<b>Subtotal—Retail Properties</b>				<b>91.0%</b>	<b>\$ 3,489.6</b>

<b>OTHER PROPERTIES</b>					
Storage Portfolio IV	Various, U.S.A.	90.00%	2,611,356	90.4%	\$ 517.6
Storage Portfolio II	Various, U.S.A.	90.00%	2,700,927	92.6%	396.9 <sup>(4)</sup>
Storage Portfolio I	Various, U.S.A.	66.02%	1,684,789	94.4%	230.6 <sup>(4)</sup>
Lincoln Centre - Hilton Dallas	Dallas, TX	100.00%	384,791	47.6%	87.6
Storage Portfolio V	Various, U.S.A.	90.00%	384,793	81.7%	86.5
Storage Portfolio III	Various, U.S.A.	90.00%	359,097	94.0%	78.6
Carson South End Co-GP Development	Charlotte, NC	75.00%	N/A	N/A	30.8 <sup>(6)</sup>
Archway Baytown Development	Baytown, TX	95.00%	N/A	N/A	22.2 <sup>(6)</sup>
Castleforbes	Not Applicable	51.00%	N/A	N/A	20.4 <sup>(6)</sup>
Lennar MFPV Cave Creek	Phoenix, AZ	90.00%	N/A	N/A	17.3 <sup>(6)</sup>
735 Watkins Mill	Washington, D.C.	50.00%	N/A	N/A	16.0 <sup>(6)</sup>
Lennar MFPV Cane Bay Phase I	Summerville, SC	90.00%	N/A	N/A	8.7 <sup>(6)</sup>

Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
Lennar MFPV Emblem at Conyers	Conyers, GA	90.00%	N/A	N/A	\$ 6.6 <sup>(6)</sup>
Monee Development	Monee, IL	100.00%	N/A	N/A	5.7 <sup>(6)</sup>
Empire Business Park (KBC)	Peoria, AZ	100.00%	N/A	N/A	4.3 <sup>(6)</sup>
<b>Subtotal—Other Properties</b>				<b>89.7%</b>	<b>\$ 1,529.8</b>
<b>Subtotal—Commercial and Other Properties</b>				<b>91.1%</b>	<b>\$ 20,254.3</b>
<b>RESIDENTIAL PROPERTIES</b>					
Simpson Housing Portfolio	Various, U.S.A.	80.00%	N/A	93.3%	\$ 768.9 <sup>(4)</sup>
The Colorado	New York, NY	100.00%	N/A	98.9%	266.8
THP Student Housing Portfolio	Various, U.S.A.	97.00%	N/A	96.8%	248.6 <sup>(4)</sup>
Holly Street Village	Pasadena, CA	100.00%	N/A	92.8%	211.0 <sup>(3)</sup>
Houston Apartment Portfolio	Houston, TX	100.00%	N/A	91.9%	187.8
Terra House	San Jose, CA	100.00%	N/A	87.4%	173.2
Stella	Marina Del Rey, CA	100.00%	N/A	88.0%	170.9
The Manor at Flagler Village	Fort Lauderdale, FL	100.00%	N/A	91.9%	166.3
Sole at Center City	West Palm Beach, FL	100.00%	N/A	90.5%	166.1
The Louis at 14th	Washington, D.C.	100.00%	N/A	93.0%	165.1
AmpliFi - Fullerton	Fullerton, CA	100.00%	N/A	90.7%	165.0
Larkspur Courts	Larkspur, CA	100.00%	N/A	91.5%	162.0
The Legacy at Westwood	Los Angeles, CA	100.00%	N/A	93.6%	161.0
Mass Court	Washington, D.C.	100.00%	N/A	92.7%	160.2
Hudson Woodstock	Woodstock, GA	100.00%	N/A	90.4%	156.9
Regents Court	San Diego, CA	100.00%	N/A	92.0%	145.0
The Palatine	Arlington, VA	100.00%	N/A	90.8%	144.0
Ashford Meadows Apartments	Herndon, VA	100.00%	N/A	92.0%	141.0
Union - South Lake Union	Seattle, WA	100.00%	N/A	85.6%	136.0 <sup>(3)</sup>
Fusion 1560	St. Petersburg, FL	100.00%	N/A	91.7%	130.2
803 Corday	Naperville, IL	100.00%	N/A	96.6%	129.4
Henley at Kingstowne	Alexandria, VA	100.00%	N/A	92.5%	129.0 <sup>(3)</sup>
Sun SYNC Venture	Various, U.S.A.	95.00%	N/A	94.0%	128.9 <sup>(4)</sup>
Casa Palma	Coconut Creek, FL	100.00%	N/A	93.4%	128.1
The District at La Frontera	Austin, TX	100.00%	N/A	93.9%	124.0 <sup>(3)</sup>
Sole at Brandon	Riverview, FL	100.00%	N/A	92.3%	122.0
Rancho Del Mar	San Clemente, CA	100.00%	N/A	91.6%	116.3
Ascent at Windward	Alpharetta, GA	100.00%	N/A	89.0%	114.3
Creekside Alta Loma	Rancho Cucamonga, CA	100.00%	N/A	89.7%	113.0
Circa Green Lake	Seattle, WA	100.00%	N/A	87.4%	107.0 <sup>(3)</sup>
Lofts at SoDo	Orlando, FL	100.00%	N/A	94.2%	105.1 <sup>(3)</sup>
Boca Arbor Club	Boca Raton, FL	100.00%	N/A	92.8%	102.0
Carrington Park	Plano, TX	100.00%	N/A	89.8%	101.0
Churchill on the Park	Dallas, TX	100.00%	N/A	89.3%	97.4
Biltmore at Midtown	Atlanta, GA	100.00%	N/A	85.5%	96.6 <sup>(3)</sup>
5 West	Tampa, FL	100.00%	N/A	93.4%	92.0
Greene Crossing	Columbia, SC	100.00%	N/A	99.2%	89.5
Glen Lake	Atlanta, GA	100.00%	N/A	91.9%	88.9
The Residences at the Village of Merrick Park	Coral Gables, FL	100.00%	N/A	95.0%	88.3
Cherry Knoll	Germantown, MD	100.00%	N/A	95.0%	86.5 <sup>(3)</sup>
Centric Gateway	Charlotte, NC	100.00%	N/A	96.0%	86.4
Prescott Wallingford Apartments	Seattle, WA	100.00%	N/A	89.6%	84.1
Allure at Camarillo	Camarillo, CA	100.00%	N/A	90.3%	76.6
Lakepointe at Jacaranda	Plantation, FL	100.00%	N/A	94.7%	74.1
Westcreek	Westlake Village, CA	100.00%	N/A	93.7%	73.0
The Maroneal	Houston, TX	100.00%	N/A	94.5%	72.7
The Manor Apartments	Plantation, FL	100.00%	N/A	90.9%	65.6

Property	Location	Ownership Percentage	Rentable Area (Sq. ft.) <sup>(1)</sup>	Percent Leased	Fair Value <sup>(2)</sup> (millions)
Orion on Orpington	Orlando, FL	100.00%	N/A	99.8%	\$ 64.6
Cliffs at Barton Creek	Austin, TX	100.00%	N/A	93.8%	64.3
The Bridges	Minneapolis, MN	100.00%	N/A	93.8%	63.8
The Row at the Stadium	Columbia, SC	98.50%	N/A	99.8%	60.0
Park Creek	Fort Worth, TX	100.00%	N/A	89.7%	59.7
Orchards	Marlborough, MA	100.00%	N/A	95.5%	57.7
MiMA	New York, NY	21.00%	N/A	98.0%	51.7 <sup>(4)</sup>
The Cordelia	Portland, OR	100.00%	N/A	94.1%	41.3
12 South	Nashville, TN	100.00%	N/A	92.2%	38.6
The Knoll	Minneapolis, MN	100.00%	N/A	94.0%	37.0
The Ashton	Washington, D.C.	100.00%	N/A	89.8%	27.8
<b>Subtotal—Residential Properties</b>				<b>93.4%</b>	<b>\$ 7,284.3</b>
<b>Total—All Properties</b>				<b>91.7%</b>	<b>\$ 27,538.6</b>

<sup>(1)</sup> The square footage is an approximate measure and is subject to periodic remeasurement.

<sup>(2)</sup> Wholly owned properties are represented at fair value and gross of any debt, while joint venture properties are represented at the net equity value.

<sup>(3)</sup> Property is subject to a mortgage. The fair value shown represents the Account's interest gross of debt.

<sup>(4)</sup> Property held by the joint venture is subject to a mortgage. The fair value reflects the Account's interest in the joint venture and is net of debt.

<sup>(5)</sup> Fair value shown reflects a retail property wholly-owned by the Account, as well as the Account's 33.33% interest in a joint venture investment.

<sup>(6)</sup> Investment represents developable land or land currently under development.

## Commercial (Non-Residential) Investments

**Major Tenants:** The following tables list the Account's ten most significant tenants based on the total space they occupied as of December 31, 2022 in each of the Account's commercial property types.

Major Office Tenants	Occupied Sq. Ft.	% of Total Rentable Area of Account's Office Properties	% of Total Rentable Area of Non-Residential Properties
BHP Petroleum (Americas), Inc. <sup>(1)</sup>	1,002,947	5.1 %	1.4 %
Crowell & Moring LLP <sup>(2)</sup>	391,757	2.0 %	0.6 %
Hulu LLC <sup>(1)</sup>	349,913	1.8 %	0.5 %
Atmos Energy Corporation <sup>(2)</sup>	330,252	1.7 %	0.5 %
WeWork <sup>(3)</sup>	312,875	1.6 %	0.4 %
Eli Lilly and Company <sup>(1)</sup>	305,006	1.6 %	0.4 %
Leidos, Inc. <sup>(3)</sup>	269,048	1.4 %	0.4 %
Signal Pharmaceuticals <sup>(1)</sup>	251,893	1.3 %	0.4 %
Bank of New York Mellon <sup>(1)</sup>	226,165	1.2 %	0.3 %
McKenna Long & Aldridge LLP <sup>(2)</sup>	211,528	1.1 %	0.3 %

Major Industrial Tenants	Occupied Sq. Ft.	% of Total Rentable Area of Account's Industrial Properties	% of Total Rentable Area of Non-Residential Properties
Amazon.com Services LLC <sup>(2)</sup>	1,555,530	4.4 %	2.2 %
Wal-Mart Stores, Inc. <sup>(2)</sup>	1,099,112	3.1 %	1.6 %
XPO Logistics, LLC <sup>(2)</sup>	1,072,069	3.0 %	1.5 %
Federal Express <sup>(2)</sup>	1,036,064	2.9 %	1.5 %
Regal West Corporation <sup>(2)</sup>	968,535	2.7 %	1.4 %
Custom Goods, LLC <sup>(2)</sup>	886,055	2.5 %	1.2 %
Kumho Tire U.S.A. Inc. <sup>(2)</sup>	830,485	2.3 %	1.2 %
Del Monte Fresh Product, N.A., Inc. <sup>(2)</sup>	689,660	1.9 %	1.0 %
R.R Donnelley & Sons Company <sup>(2)</sup>	659,157	1.9 %	0.9 %
Rheem Sales Company, Inc. <sup>(2)</sup>	656,600	1.8 %	0.9 %

Major Retail Tenants	Occupied Sq. Ft.	% of Total Rentable Area of Account's Retail Properties	% of Total Rentable Area of Non-Residential Properties
Target Corporation <sup>(2)</sup>	878,852	5.6 %	1.2 %
Dick's Sporting Goods, Inc. <sup>(3)</sup>	693,802	4.4 %	1.0 %
Macy's Inc. <sup>(1)</sup>	496,603	3.2 %	0.7 %
Belk, Inc. <sup>(3)</sup>	372,812	2.4 %	0.5 %
J.C. Penney Corporation, Inc. <sup>(1)</sup>	330,096	2.1 %	0.5 %
Nordstrom Inc. <sup>(3)</sup>	273,329	1.7 %	0.4 %
Ross Stores, Inc. <sup>(2)</sup>	232,811	1.5 %	0.3 %
Wal-Mart Stores, Inc. <sup>(2)</sup>	209,751	1.3 %	0.3 %
Forever 21 <sup>(3)</sup>	206,927	1.3 %	0.3 %
Dillard's <sup>(1)</sup>	200,000	1.3 %	0.3 %

<sup>(1)</sup> Tenant occupied space within joint venture investments.

<sup>(2)</sup> Tenant occupied space within wholly-owned investments.

<sup>(3)</sup> Tenant occupied space within wholly-owned and joint venture investments.

The following tables list the rentable area for long term leases subject to expiring leases during the next ten years and an aggregate figure for expirations in 2033 and thereafter, in the Account's commercial (non-residential) properties that are both wholly-owned by the Account and held within the Account's joint venture investments. While many of the leases contain renewal options with varying terms, these charts assume that none of the tenants exercise their renewal options, including those with terms that expired on December 31, 2022 or are month to month leases.

### Office Properties

Year of Lease Expiration	Number of Tenants with Expiring Leases	Base Rent Associated with Such Leases (millions) <sup>(1)</sup>	Expiring Rent as a % of Rental Income <sup>(1)</sup>	Rentable Area Subject to Expiring Leases (sq. ft.)	% of Total Rentable Area of Account's Office Properties Represented by Expiring Leases
2023	147	\$ 23.4	1.2 %	883,647	4.5 %
2024	137	30.4	1.6 %	1,897,565	9.7 %
2025	158	63.6	3.3 %	2,247,169	11.4 %
2026	104	53.3	2.7 %	1,749,002	8.9 %
2027	93	36.1	1.9 %	1,412,144	7.2 %
2028	90	27.8	1.4 %	1,345,134	6.9 %
2029	63	27.1	1.4 %	1,066,332	5.4 %
2030	42	23.5	1.2 %	670,747	3.4 %
2031	23	28.5	1.5 %	887,975	4.5 %
2032	30	45.5	2.3 %	1,030,271	5.2 %
Thereafter	75	58.0	3.0 %	1,666,463	8.5 %
Total	962	\$ 417.2	21.5 %	14,856,449	75.6 %

### Industrial Properties

Year of Lease Expiration	Number of Tenants with Expiring Leases	Base Rent Associated with Such Leases (millions) <sup>(1)</sup>	Expiring Rent as a % of Rental Income <sup>(1)</sup>	Rentable Area Subject to Expiring Leases (sq. ft.)	% of Total Rentable Area of Account's Industrial Properties Represented by Expiring Leases
2023	93	\$ 19.4	1.0 %	5,325,930	15.0 %
2024	114	20.8	1.1 %	4,566,972	12.8 %
2025	75	13.7	0.7 %	3,763,423	10.6 %
2026	77	26.1	1.3 %	6,906,513	19.4 %
2027	92	39.4	2.0 %	5,526,020	15.5 %
2028	30	15.0	0.8 %	1,450,529	4.1 %
2029	19	11.9	0.6 %	2,072,390	5.8 %
2030	3	0.4	— %	45,220	0.1 %
2031	6	6.1	0.3 %	1,277,947	3.6 %
2032	12	8.1	0.4 %	1,699,049	4.8 %
Thereafter	7	12.3	0.6 %	1,733,853	4.9 %
Total	528	\$ 173.2	8.8 %	34,367,846	96.6 %



## Retail Properties

Year of Lease Expiration	Number of Tenants with Expiring Leases	Base Rent Associated with Such Leases (millions) <sup>(1)</sup>	Expiring Rent as a % of Rental Income <sup>(1)</sup>	Rentable Area Subject to Expiring Leases (sq. ft.)	% of Total Rentable Area of Account's Retail Properties Represented by Expiring Leases
2023	296	\$ 20.4	1.0 %	1,637,027	10.4 %
2024	259	19.1	1.0 %	1,610,920	10.3 %
2025	233	24.3	1.2 %	1,631,060	10.4 %
2026	182	16.7	0.9 %	1,745,811	11.1 %
2027	167	13.6	0.7 %	1,355,905	8.7 %
2028	104	9.4	0.5 %	484,025	3.1 %
2029	59	5.3	0.3 %	344,849	2.2 %
2030	81	15.6	0.8 %	541,465	3.5 %
2031	58	7.8	0.4 %	628,714	4.0 %
2032	78	6.1	0.3 %	389,256	2.5 %
Thereafter	43	11.9	0.6 %	1,179,016	7.5 %
Total	1,560	\$ 150.2	7.7 %	11,548,048	73.7 %

<sup>(1)</sup> Includes base rent from wholly-owned properties and properties held through joint ventures.

Certain leases provide for additional rental amounts based upon the recovery of actual operating expenses in excess of specified base amounts, sales volume or contractual increases as defined in the lease agreement. These contractual contingent rentals are not included in the table above.

The following table details the leasing activity during the year ended December 31, 2022.

	Leasing Activity (sq. ft.)
Vacant space beginning of year	6,516,073
Vacant space acquired during the year	468,209
Vacant space disposed of during the year	(154,383)
Vacant space placed into service during the year	(8,476,365)
Expiring leases during the year	7,975,245
Vacant space end of year	6,328,779
Average remaining lease term*	46 months

\*Includes office, industrial and retail properties.

Based on leases in place at December 31, 2022, leases representing approximately 11.1% of net rentable area are scheduled to expire throughout 2023. Upon lease expirations, current prevailing market rent estimates will be applied to the respective space based on market-oriented rollover assumptions.

## Residential Investments

The Account's residential property investment portfolio is comprised of first class or luxury multi-family, garden, mid-rise, and high-rise apartment buildings. The complexes generally contain one to three bedroom apartment units with a range of amenities, such as patios or balconies, washers and dryers, and central air conditioning. Many of these apartment communities have on-site fitness facilities, including some with swimming pools. Rents on each of the properties tend to be comparable with competitive communities and are not subject to rent regulation. The Account is responsible for the expenses of operating its residential properties.



The following table contains detailed information regarding the apartment complexes in the Account's portfolio as of December 31, 2022.

<b>Property</b>	<b>Location</b>	<b>Number Of Units</b>	<b>Average Unit Size (Sq. Ft.)</b>
The Ashton	Washington, D.C.	49	1,639
The Residences at the Village of Merrick Park	Coral Gables, FL	120	1,231
Glen Lake	Atlanta, GA	270	1,199
The Legacy at Westwood	Los Angeles, CA	187	1,181
Houston Apartment Porfolio <sup>(1)</sup>	Houston, TX	877	1,158
Birkdale Village	Huntersville, NC	320	1,147
Casa Palma	Coconut Creek, FL	350	1,123
Orchards	Marlborough, MA	156	1,121
Hudson Woodstock	Woodstock, GA	498	1,110
Ascent at Windward	Alpharetta, GA	328	1,075
Sole at Brandon	Riverview, FL	366	1,060
The Palatine	Arlington, VA	262	1,055
Ashford Meadows Apartments	Herndon, VA	440	1,050
Simpson Housing Portfolio <sup>(1)</sup>	Various, U.S.A.	3,827	1,005
Larkspur Courts	Larkspur, CA	248	1,001
Sun SYNC Venture <sup>(1)</sup>	Various, U.S.A.	1,282	997
5 West	Tampa, FL	318	978
The Manor Apartments	Plantation, FL	197	977
Cherry Knoll	Germantown, MD	300	968
The Manor at Flagler Village	Fort Lauderdale, FL	382	964
Lofts at SoDo	Orlando, FL	308	961
Cliffs at Barton Creek	Austin, TX	210	952
Westcreek	Westlake Village, CA	126	951
Stella	Marina Del Rey, CA	250	941
803 Corday	Naperville, IL	440	937
Carrington Park	Plano, TX	364	936
Henley at Kingstowne	Alexandria, VA	358	930
The Maroneal	Houston, TX	309	928
District at La Frontera	Austin, TX	512	920
AmpliFi	Fullerton, CA	290	901
Boca Arbor Club	Boca Raton, FL	304	896
Centric Gateway	Charlotte, NC	297	890
Creekside Alta Loma	Rancho Cucamonga, CA	290	887
Regents Court	San Diego, CA	251	886
Allure at Camarillo	Camarillo, CA	165	880
Lakepointe at Jacaranda	Plantation, FL	246	880
Holly Street Village	Pasadena, CA	374	879
The Colorado	New York, NY	175	877
Churchill on the Park	Dallas, TX	448	868
Avana	San Clemente, CA	250	841
Mass Court	Washington, DC	371	836
Fusion 1560	St. Petersburg, FL	325	834
Park Creek Apartments	Fort Worth, TX	300	833
Sole at City Center	West Balm Beach, FL	317	822

Property	Location	Number Of Units	Average Unit Size (Sq. Ft.)
Terra House	San Jose, CA	348	814
Biltmore at Midtown	Atlanta, GA	276	765
Circa Green Lake	Seattle, WA	199	765
MiMA	New York, NY	500	739
12 South	Nashville, TN	90	712
Union - South Lake Union	Seattle, WA	284	695
The Cordelia	Portland, OR	135	667
Prescott Wallingford Apartments	Seattle, WA	154	665
The Louis at 14th	Washington, DC	273	663
THP Student Housing Portfolio <sup>(1)(2)</sup>	Various, U.S.A.	4,648	491
Greene Crossing <sup>(2)</sup>	Columbia, SC	727	370
Orion on Orpington <sup>(2)</sup>	Orlando, FL	624	324
The Bridges <sup>(2)</sup>	Minneapolis, MN	720	262
The Knoll <sup>(2)</sup>	Minneapolis, MN	452	230

<sup>(1)</sup> Represents a portfolio containing multiple properties.

<sup>(2)</sup> Investment is a student housing asset. Units are rented per bedroom, and multiple bedrooms can exist in one apartment.

### Other Real Estate Investments

In addition to the Account's commercial and residential real estate investments, the Account has other real estate investments comprised of five storage portfolios, a hotel and land developments. The storage portfolios are held through joint ventures with an established operator in the self-storage industry. The storage portfolios are diversified throughout the United States, with exposure present in more than twenty U.S. metropolitan areas. The hotel, located in Dallas, TX, is located within the Lincoln Centre campus, which is also the location of an office property held by the Account. The Account has nine parcels of land currently under development in eight U.S. metropolitan areas and one developable land parcel located in Dublin, Ireland.

### ITEM 3. LEGAL PROCEEDINGS.

In the normal course of business, the Account may be named, from time to time, as a defendant or may be involved in various legal actions, including arbitrations, class actions and other litigation.

The Account establishes an accrual for all litigation and regulatory matters when it believes it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. Once established, accruals are adjusted, as appropriate, in light of additional information. The amount of loss ultimately incurred in relation to those matters may be higher or lower than the amounts accrued for those matters.

As of December 31, 2022, management of the Account does not believe that the results of any such claims or litigation, individually or in the aggregate, will have a material effect on the Account's business, financial position or results of operations.

### ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

## PART II

### ITEM 5. MARKET FOR THE REGISTRANT'S SECURITIES, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information. There is no established public trading market for securities issued by the Account. Accumulation units in the Account are sold to eligible contract owners at the Account's current accumulation unit value, which is based on the value of the Account's then current net assets, and are redeemable in accordance with the terms of the contract owner's annuity contract. For the period from January 1, 2022 to December 31, 2022, the high and low accumulation unit values for the Account were \$577.620 and \$514.849, respectively. For the period January 1, 2021 to December 31, 2021, the high and low accumulation unit values for the Account were \$514.765 and \$436.778, respectively.

Holders. The approximate number of Account contract owners at December 31, 2022 was 1,017,462.

Securities Authorized for Issuance under Equity Compensation Plans. Not applicable.

Use of Proceeds. Not applicable.

Purchases of Equity Securities by Issuer. Not applicable.

### ITEM 6. [RESERVED]

### ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF THE ACCOUNT'S FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

*The following discussion and analysis of the Account's financial condition and results of operations should be read together with the Consolidated Financial Statements and notes contained in this report and with consideration to the sub-section entitled "Forward-looking Statements," which begins below, and the section entitled "Item 1A. Risk Factors." The past performance of the Account is not indicative of future results.*

#### **Forward-looking Statements**

*Some statements in this Form 10-K which are not historical facts may be "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements about management's expectations, beliefs, intentions or strategies for the future, include the assumptions and beliefs underlying these forward-looking statements, and are based on current expectations, estimates and projections about the real estate industry, domestic and global economic conditions, including conditions in the credit and capital markets, the sectors, and markets in which the Account invests and operates, and the transactions described in this Form 10-K. While management believes the assumptions underlying its forward-looking statements and information to be reasonable, such information may be subject to uncertainties and may involve certain risks which may be difficult to predict and are beyond management's control. These risks and uncertainties could cause actual results to differ materially from those contained in any forward-looking statement. These risks and uncertainties include, but are not limited to, those described under "Item 1—Summary Risk Factors."*

*More detailed discussions of certain of these risk factors are contained in the section of this Form 10-K entitled "Item 1A. Risk Factors" and also in the section entitled "Item 7A. Quantitative and Qualitative Disclosures About Market Risk," that could cause actual results to differ materially from historical experience or management's present expectations.*

*Caution should be taken not to place undue reliance on management's forward-looking statements, which represent management's views only as of the date that this report is filed. Neither management nor the Account undertake any obligation to update publicly or revise any forward-looking statement, whether as a result of new information, changed assumptions, future events or otherwise.*

*Commercial real estate market statistics discussed in this section are obtained by the Account from sources that management considers reliable, but some of the data is preliminary for the year or quarter ended December 31,*

2022 and may be subsequently revised. Prior period data may have been adjusted to reflect updated calculations. Investors should not rely exclusively on the data presented below in forming a judgment regarding the current or prospective performance of the commercial real estate market generally.

## **2022 U.S. ECONOMIC AND COMMERCIAL REAL ESTATE OVERVIEW**

### **Economic Overview and Outlook**

#### **Key Macro Economic Indicators\***

	Actuals				Forecast	
	1Q 2022	2Q 2022	3Q 2022	4Q 2022	2023	2024
<b>Economy<sup>(1)</sup></b>						
Gross Domestic Product ("GDP")	(1.6)%	(0.6)%	3.2%	2.9%	1.0%	2.5%
Employment Growth (Thousands) <sup>(2)</sup>	539	349	366	247	74	103
Unemployment Rate	3.6%	3.6%	3.5%	3.5%	4.1%	3.9%
<b>Interest Rates<sup>(3)</sup></b>						
10 Year Treasury	2.32%	2.98%	3.83%	3.88%	4.26%	3.78%

Sources: Blue Chip Economic Indicators, Blue Chip Financial Forecasts, BEA, Bureau of Labor Statistics, Federal Reserve and Moody's Analytics

\* Data subject to revision

(1) GDP growth rates are annual rates. Quarterly unemployment rates are the reported value for the final month of the quarter while average annual values represent a twelve-month average.

(2) Values represented in thousands. Forecast values represent average monthly employment growth in the respective periods.

(3) The Treasury rates are an average over the stated period.

Growth conditions are likely to remain subdued in most of the world's largest economies in 2023, as policymakers continue to confront the combination of high inflation, the resurgence of COVID-19 in China, and fallout from the Russia/Ukraine conflict. The U.S. economy is estimated to have grown at a 2.9% pace quarter-over-quarter in the fourth quarter of 2022, as year-over-year growth decelerated to a two-year low of 0.9%. The U.S. is likely to continue to face headwinds in 2023 as the rapid tightening of monetary policy in 2022 has begun to affect key areas of the economy like housing and sales of durable goods. Manufacturing activity has also weakened over the past few months in the face of weaker domestic demand and slower global growth reducing the demand for U.S. exports.

However, the U.S. still benefits from several tailwinds and may avoid a full-blown recession in 2023. High inflation has pressured U.S. consumers in recent quarters, forcing them to reduce savings and increase credit card debt, but consumers remain relatively well positioned thanks to significant savings, government stimulus in 2020 and 2021, and low debt burdens. Job growth remains generally healthy as the economy added 742,000 jobs in fourth quarter according to the Bureau of Labor Statistics, with unemployment remaining near historical lows at 3.5% at the end of 2022. The amount of job openings has moderated in recent months but there remain more openings than there are unemployed workers to fill them. This has put upward pressure on wage growth in the economy and may sustain consumer spending and help prevent a sharp downturn in the overall economy.

While overall consumer spending remains solid, consumer preferences in the U.S. clearly began to normalize in 2022. After two years of rapid spending growth on tangible items, sales of goods have stalled in recent quarters in favor of spending on services. This rebalancing is likely to continue in 2023 as part of a broader normalization in the U.S. and has implications for sector performance even in the absence of a recession.

Much of the U.S. economic outlook hinges on U.S. monetary policy and the ability of the Federal Reserve to effectively curb inflation. The central bank voted to raise interest rates seven times throughout the course of 2022, increasing the effective federal funds rate by 4.25% in the process. Inflation as measured by the Consumer Price Index appears to have peaked in the middle of 2022 and has trended down steadily in recent months, but it remains well above the Federal Reserve's target rate of inflation ~2%. The Federal Reserve remains committed to fighting inflation and officials have explicitly stated that they are willing to endure a recession if necessary to prevent high inflation. Markets are currently pricing in more modest increases in early 2023 before small rate cuts toward the end of the year, but investors may not be fully acknowledging the Federal Reserve's hawkish stance. Should inflation

prove to be more stubborn than expected, interest rate policy will likely be more aggressive, with potential implications for growth.

Regions outside of the U.S. also face significant growth challenges in 2023. The war between Russia and the Ukraine has had more noticeable effects in Europe which depends more heavily on trade with Russia. As a result, Europe faced higher inflation than the U.S. throughout most of 2022, particularly for food and energy. The European Central Bank has followed a similar strategy as the U.S. Federal Reserve in response, raising interest rates to bring inflation down. This has sapped momentum from Eurozone growth and will likely keep economic growth subdued this year. However, while recession risks are clearly elevated, major Eurozone economies like Germany and France have displayed considerable resilience in recent months and, like the U.S., the Eurozone may avoid a full-blown recession altogether in 2023.

In Asia, growth conditions have been affected over the past few quarters by a surge in COVID-19 cases in China. China has adopted a 'zero-COVID' approach throughout most of the pandemic, only loosening some of the tight protocols at the end of 2022. In addition, China has experienced a significant downturn in its real estate sector, which had been an important engine for growth in recent years. As a result, growth slowed to 2.9% year-over-year in the fourth quarter of 2022, which marks its second slowest pace of growth in over 40 years. This slower pace has hurt growth in many of China's key trading partners in the region by reducing the demand for consumer goods, energy, food, and other imports. Early signs point to some stabilization in the Chinese economy as it moves away from its tight COVID policies, but growth in the region is expected to be challenged given the broader global economic backdrop.

### **Real Estate Market Conditions and Outlook**

Real estate in the United States has generally performed well since the onset of the COVID-19 pandemic, particularly in the apartment and industrial sectors which have produced impressive returns over the last few years. Low vacancies and high rental growth have translated into healthy net operating income growth in these sectors and remained a key portfolio diversifier last year during a time when many other assets classes performed poorly. However, rising interest rates have put upward pressure on cap rates across all real estate sectors in recent quarters and reduced transaction volume in the second half of 2022. According to Real Capital Analytics, sales of commercial properties fell 62% in the fourth quarter of 2022, putting downward pressure on pricing and leading to negative appreciation in commercial real estate.

The Account returned -3.49% in the fourth quarter of 2022 and 8.19% since December 31, 2021. Attractive supply, favorable borrowing costs and heightened investor appetite in early 2022 were dominant contributors to appreciation within the industrial, self-storage, and apartment sectors in the first half of the year. However, as borrowing costs increased as a result of the Federal Reserve's actions to reduce inflation, property values have begun to adjust downward. The fourth quarter net return was negative for the first time since the third quarter of 2020, and reflects the impact of these broader economic conditions. Despite market headwinds, the Account remains focused on improving portfolio diversification by reducing exposure to lower-growth assets and acquiring assets with higher growth prospects and economic resiliency. The Account was less active from a transaction standpoint in 2022 due to the ongoing market volatility and will closely monitor market conditions to determine the most prudent timing for potential acquisitions and dispositions during 2023.

Data for the Account's top five markets in terms of market value as of December 31, 2022 are provided below. The five markets presented below represent 41.4% of the Account's total real estate portfolio. Across all markets, the Account's properties are 91.7% leased.

<b>Top 5 Metro Areas by Fair Value</b>	<b>Account % Leased Fair Value Weighted*</b>	<b>Number of Property Investments</b>	<b>Metro Area Fair Value as a % of Total RE Portfolio**</b>	<b>Metro Area Fair Value as a % of Total Investments**</b>
Riverside-San Bernardino-Ontario, CA	100.0%	7	9.7%	8.2%
Washington-Arlington-Alexandria, DC-VA-MD-WV	84.1%	18	9.3%	7.9%
Los Angeles-Long Beach-Anaheim, CA	85.9%	22	8.9%	7.5%
Miami-Fort Lauderdale-West Palm Beach, FL	95.4%	14	7.1%	6.0%
New York-Newark-Jersey City, NY-NJ-PA	82.0%	14	6.4%	5.4%

\*Weighted by fair value, which differs from the calculations provided for market comparisons to CBRE-EA data and are used here to reflect the fair value of the Account's monetary investments in those markets.

\*\*Wholly-owned properties are represented at fair value and gross of any debt, while joint venture properties are represented at the net equity value.

## **Office**

Office demand saw signs of stabilization during the first half of the year but began to weaken again going into the second half, ultimately hitting a decline. Companies are requiring less space due to reduced on-site employee presence and are continuing to invest in telecommuting options and infrastructure to facilitate remote work (e.g. new hardware, additional data storage). While some companies are adding additional space to better facilitate open-office concepts that incorporate distancing between employees and it is expected that office usage will continue to increase as companies encourage employees to be present in the office several days a week, overall vacancy will likely increase throughout 2023.

Vacancy nationwide increased slightly from 12.4% in the third quarter of 2022 to 12.5% in the fourth quarter, as reported by CoStar. Vacancy rates have remained high in large downtown markets, such as Dallas, Washington D.C. and New York, while suburban markets are experiencing some rent growth. Although new construction has slowed, expected deliveries will be dropped into a weak leasing environment and drive vacancy rates higher in the coming year. The vacancy rate of the Account's office portfolio increased to 19.6% in the fourth quarter of 2022, as compared to 19.5% in the prior quarter. The above-average vacancy rate in the New York metro area is driven by two properties currently undergoing redevelopment to increase the long term value of the properties. The vacancy rate in the New York metro will remain elevated over the near term as legacy tenants fully vacate the properties and redevelopment efforts continue. Vacancy in the Boston metro area is primarily driven by lease expirations of two large tenants at one property. The depth of large tenants in the market is thin which is causing difficulty in releasing the space. The increased vacancy rate in the Washington and San Diego markets can be attributed to expiring leases.

<b>Top 5 Office Metropolitan Areas</b>	<b>Total Sector by Metro Area (\$M)</b>	<b>% of Total Investments</b>	<b>Account Square Foot Weighted Average Vacancy</b>		<b>Market Vacancy*</b>	
			<b>2022 Q4</b>	<b>2022 Q3</b>	<b>2022 Q4</b>	<b>2022 Q3</b>
<b>Account / Nation</b>			<b>19.6%</b>	<b>19.5%</b>	<b>12.5%</b>	<b>12.4%</b>
Washington-Arlington-Alexandria, DC-VA-MD-WV	\$ 1,362.1	4.2%	18.0%	17.7%	15.4%	15.5%
Boston-Cambridge-Newton, MA-NH	1,134.9	3.5%	18.7%	19.6%	9.6%	9.4%
New York-Newark-Jersey City, NY-NJ-PA	945.2	2.9%	33.3%	31.6%	12.3%	12.2%
San Diego-Carlsbad, CA	772.3	2.4%	2.7%	1.6%	10.9%	10.8%
Dallas-Fort Worth-Arlington, TX	591.8	1.8%	23.4%	23.6%	17.2%	17.1%

\*Source: CoStar. Market vacancy is defined as the percentage of space available for rent. The Account's vacancy is defined as the square foot-weighted percentage of unleased space.

## Industrial

The industrial sector saw record-breaking activity in 2022. Leasing activity in the fourth quarter remained stable, keeping vacancy rates low. Consumers' long-term shift to e-commerce caused demand for industrial space to rise to unprecedented levels; however, inflation has caused a reduction in consumption, reducing the fourth quarter activity. Despite this, investor interest remains high. Construction of industrial properties remained at a record high as developers try to keep up with the demand. The need for improved supply chain and automation is expected to keep demand steady in 2023.

The national industrial availability remained at 3.9% in the fourth quarter of 2022, as reported by CoStar. The average vacancy rate of the industrial properties held by the Account decreased from 6.9% in the third quarter of 2022 to 2.6% in the fourth quarter of 2022, primarily due to a newly delivered property that is fully leased and new leases at existing properties.

Top 5 Industrial Metropolitan Areas	Total Sector by Metro Area (\$M)	% of Total Investments	Account Square Foot Weighted Average Vacancy		Market Vacancy*	
			2022 Q4	2022 Q3	2022 Q4	2022 Q3
Account / Nation			2.6%	6.9%	3.9%	3.9%
Riverside-San Bernardino-Ontario, CA	\$ 2,547.0	7.8%	—%	—%	1.9%	1.6%
Los Angeles-Long Beach-Anaheim, CA	778.0	2.4%	3.3%	4.0%	2.3%	2.3%
Dallas-Fort Worth-Arlington, TX	597.8	1.8%	8.0%	8.9%	5.3%	5.6%
Seattle-Tacoma-Bellevue, WA	595.2	1.8%	—%	—%	3.8%	4.2%
Miami-Fort Lauderdale-West Palm Beach, FL	498.8	1.5%	1.2%	1.2%	2.8%	2.8%

\*Source: CoStar. Market vacancy is defined as the percentage of space available for rent. The Account's vacancy is the square foot-weighted percentage of unleased space.

## Multi-Family

The national apartment vacancy rate increased from 4.1% in the third quarter of 2022 to 5.2% in the fourth quarter of 2022, as reported by RealPage. Demand for apartments began to slow down towards the end of 2022 and market rents decreased but the market is expected to stay strong in 2023. Projected deliveries for 2023 will most likely drive the vacancy rate slightly higher as construction of luxury properties took precedence during the pandemic and they are now being delivered to a market that is looking for mid-priced housing. The vacancy rate of the Account's apartment properties increased to 6.6% in the fourth quarter of 2022 as compared to 4.0% in the prior quarter driven by small declines in occupancy at the majority of the Account's properties.

Top 5 Apartment Metropolitan Areas	Total Sector by Metro Area (\$M)	% of Total Investments	Account Units Weighted Average Vacancy		Market Vacancy*	
			2022 Q4	2022 Q3	2022 Q4	2022 Q3
Account / Nation			6.6%	4.0%	5.2%	4.1%
Washington-Arlington-Alexandria, DC-VA-MD-WV	\$ 853.6	2.6%	7.4%	4.3%	5.1%	4.1%
Los Angeles-Long Beach-Anaheim, CA	851.6	2.6%	8.5%	3.8%	4.2%	3.4%
Miami-Fort Lauderdale-West Palm Beach, FL	790.5	2.4%	7.5%	3.5%	3.9%	3.2%
Atlanta-Sandy Springs-Roswell, GA	456.7	1.4%	10.6%	4.7%	6.5%	5.4%
Tampa-St. Petersburg-Clearwater, FL	344.2	1.1%	9.2%	2.6%	5.6%	4.7%

\*Source: RealPage. Market vacancy is the percentage of units vacant. The Account's vacancy is the percentage of unleased units.



## **Retail**

National vacancy rates remained low in the fourth quarter of 2022, slightly decreasing from 4.4% in the third quarter to 4.3%, however, the retail sector is likely to face some short-term demand headwinds in 2023 as high inflation, higher interest rates and economic uncertainty continue to pressure consumer spending. Physical retail locations face strong competition from online retailers. Changes in consumer spending patterns may increasingly favor online retailers over physical retail locations.

The Account's retail portfolio is composed primarily of high-end lifestyle shopping centers and regional malls in large metropolitan or tourist centers, which tend to have higher vacancy rates than the overall national retail market. The Account has over 1,100 retailers across its portfolio, with its largest retail exposure comprising less than 5.0% of total retail rentable area. The retail portfolio is managed to minimize significant exposure to any single retailer. The Account's retail vacancy improved to 9.0% in the fourth quarter, down from 10.3% in the third quarter, due to a new lease of space by a large retailer.

	Total by Retail Type (\$M)	% of Total Investments	Account Square Foot Weighted Average Vacancy		Market Vacancy*	
			2022 Q4	2022 Q3	2022 Q4	2022 Q3
National Retail			9.0%	10.3%	4.3%	4.4%
Lifestyle & Mall	\$ 1,580.5	4.8%	12.7%	13.9%	8.9%	8.8%
Neighborhood, Community & Strip**	1,329.8	4.1%	4.9%	7.1%	5.9%	6.1%
Power Center**	463.5	1.4%	11.9%	9.0%	4.5%	4.7%

\*Source: CoStar. Market vacancy is the percentage of space available for rent. The Account's vacancy is the square foot-weighted percentage of unleased space.

\*\*The Power Center designation is reserved for properties with three or more anchor units. Anchor units are leased to large retailers such as department stores, home improvement stores, and warehouse clubs. Properties with the Neighborhood, Community and Strip designation consist of two or less anchor units.

## **Hotel**

The hotel industry had strong growth in the first half of 2022 but that growth slowed in the third and fourth quarters as inflation and cost of travel continued to rise. Continued challenges are expected in 2023 as leisure travel may hit a decline due to the continued increase in travel cost; however, corporate travel may ease some of the loss as companies push for more in-person events.

The Account's exposure to the hospitality sector is limited to one hotel in the Dallas metro area. The hotel is located in a business park and caters largely to business travelers. Key metrics to track hotel performance include occupancy, the average daily rate ("ADR") and revenue per available room ("RevPAR"). For the quarter ended December 31, 2022, occupancy of the property decreased to 45.0%, as compared to 47.6% in the previous quarter. ADR and RevPAR were \$129.07 and \$103.20, respectively, for the fourth quarter of 2022, as compared to \$135.77 and \$140.50, respectively, in the prior quarter.

## **INVESTMENTS**

As of December 31, 2022, the Account had total net assets of \$29.7 billion, a 5.7% increase from December 31, 2021.

As of December 31, 2022, the Account held 84.5% of its total investments in real estate and real estate joint ventures. The Account also held investments in loans receivable, including those with related parties, representing 4.5% of total investments, U.S. government agency notes representing 2.8% of total investments, real estate funds representing 2.7% of total investments, a real estate operating business representing 2.0% of total investments, U.S. treasury securities representing 1.8% of total investments, corporate bonds representing 1.6%, and foreign government agency notes representing 0.1% of total investments.



The outstanding principal on loans payable on the Account's wholly-owned real estate portfolio as of December 31, 2022 was \$1.9 billion. The Account's proportionate share of outstanding principal on loans payable within its joint venture investments was \$3.0 billion, which is netted against the underlying properties when determining the joint venture investments fair value presented on the Consolidated Schedules of Investments. Total outstanding principal on the Account's portfolio as of December 31, 2022, inclusive of loans payable within the joint venture investments, \$264.5 million in loans collateralized by a loan receivable, \$500.0 million of term loans outstanding and \$500.0 million in senior notes payable, was \$6.2 billion, which represented a loan-to-value ratio of 17.2%.

Management believes that the Account's real estate portfolio is diversified by location and property type. The Account does not intend to buy and sell its real estate investments simply to make short-term profits. Rather, the Account's general strategy in selling real estate investments is to dispose of those assets that management believes (i) have maximized in value, (ii) have underperformed or face deteriorating property-specific or market conditions, (iii) need significant capital infusions in the future, (iv) are appropriate to dispose of in order to remain consistent with the Account's intent to diversify the Account by property type and geographic location (including reallocating the Account's exposure to or away from certain property types in certain geographic locations), or (v) otherwise do not satisfy the investment objectives of the Account. Management, from time to time, will evaluate the need to manage liquidity in the Account as part of its analysis as to whether to undertake a particular asset sale. The Account may reinvest any sale proceeds that it does not need to pay operating expenses or to meet debt service or redemption requests (e.g., contract owner withdrawals or benefit payments).

The following charts reflect the diversification of the Account's real estate assets by region and property type and the Account's ten largest investments based on fair value at December 31, 2022.

<b>Diversification by Fair Value<sup>(1)</sup></b>						
	<b>West<sup>(2)</sup></b>	<b>South<sup>(3)</sup></b>	<b>East<sup>(4)</sup></b>	<b>Midwest<sup>(5)</sup></b>	<b>Foreign<sup>(6)</sup></b>	<b>Total</b>
Industrial	16.8 %	7.3 %	2.6 %	1.6 %	— %	28.3 %
Office	8.1 %	5.6 %	13.1 %	0.2 %	— %	27.0 %
Apartments	8.1 %	10.8 %	6.9 %	1.0 %	— %	26.8 %
Retail	3.6 %	5.3 %	2.7 %	0.7 %	— %	12.3 %
Other <sup>(7)</sup>	1.8 %	2.1 %	1.4 %	0.2 %	0.1 %	5.6 %
<b>Total</b>	<b>38.4 %</b>	<b>31.1 %</b>	<b>26.7 %</b>	<b>3.7 %</b>	<b>0.1 %</b>	<b>100.0 %</b>

<sup>(1)</sup> Wholly-owned properties are represented at fair value and gross of any debt, while joint venture properties are represented at the net equity value.

<sup>(2)</sup> Properties in the "West" region are located in: AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY

<sup>(3)</sup> Properties in the "South" region are located in: AL, AR, FL, GA, LA, MS, OK, TN, TX

<sup>(4)</sup> Properties in the "East" region are located in: CT, DC, DE, KY, MA, MD, ME, NC, NH, NJ, NY, PA, RI, SC, VA, VT, WV

<sup>(5)</sup> Properties in the "Midwest" region are located in: IA, IL, IN, KS, MI, MN, MO, ND, NE, OH, SD, WI

<sup>(6)</sup> Represents a developable land investment located outside of the United States.

<sup>(7)</sup> Represents interests in Storage Portfolio investments, a hotel investment and land.

### Ten Largest Real Estate Investments

Property Investment Name	Ownership Percentage	City	State	Type	Gross Real Estate Fair Value <sup>(1)</sup>	Debt Fair Value <sup>(2)</sup>	Net Real Estate Fair Value <sup>(3)</sup>	Property as a % of Total Real Estate Portfolio <sup>(4)</sup>	Property as a % of Total Investments <sup>(5)</sup>
Ontario Industrial Portfolio	100%	Ontario	CA	Industrial	\$ 1,290.0	\$ —	\$ 1,290.0	4.2%	3.6%
Simpson Housing Portfolio	80%	Various	U.S.A.	Apartment	1,227.5	373.5	854.0	4.0%	3.4%
Fashion Show	50%	Las Vegas	NV	Retail	912.5	417.5	495.0	3.0%	2.6%
1001 Pennsylvania Avenue	100%	Washington	DC	Office	702.4	301.2	401.2	2.3%	2.0%
The Florida Mall	50%	Orlando	FL	Retail	700.6	297.0	403.6	2.3%	2.0%
Storage Portfolio II	90%	Various	U.S.A.	Storage	629.5	160.2	469.3	2.1%	1.8%
Lincoln Centre	100%	Dallas	TX	Office	543.7	—	543.7	1.8%	1.5%
701 Brickell Avenue	100%	Miami	FL	Office	503.0	165.1	337.9	1.6%	1.4%
Great West Industrial Portfolio	100%	Rancho Cucamonga	CA	Industrial	502.0	—	502.0	1.6%	1.4%
99 High Street	100%	Boston	MA	Office	482.7	242.5	240.2	1.6%	1.3%

(1) The Account's share of the fair value of the property investment, gross of debt.

(2) Debt fair values are presented at the Account's ownership interest.

(3) The Account's share of the fair value of the property investment, net of debt.

(4) Total real estate portfolio is the aggregate fair value of the Account's wholly-owned properties and the properties held within a joint venture, gross of debt.

(5) Total investments are the aggregate fair value of all investments held by the Account, gross of debt. Total investments, as calculated within this table, will vary from total investments, as calculated in the Account's Schedule of Investments, as joint venture investments are presented in the Schedule of Investments at their net equity position in accordance with accounting principles generally accepted in the United States ("U.S. GAAP").

### Property Investments Acquired in 2022 (millions)

Property Name	Ownership Percentage	Property Type	City	State	Net Purchase Price (less closing costs) <sup>(1)</sup>	Mortgage Debt
<b>Wholly-Owned</b>						
Minneapolis Core Portfolio <sup>(3)</sup>	100.00%	Industrial	Various	MN	\$ 154.1	\$ —
12 South Apartments	100.00%	Apartments	Nashville	TN	44.0	—
Empire Business Park	100.00%	Land	Peoria	AZ	4.1	—
Orchards Apartments	100.00%	Apartments	Marlborough	MA	59.3	—
Jackson Shaw Portfolio <sup>(4)</sup>	100.00%	Industrial	Various	TX	72.0	—
Monee Development	100.00%	Land	Monee	IL	5.8	—
Fairfield Tolenas	100.00%	Industrial	Fairfield	CA	80.5	—
Central 64	100.00%	Industrial	Denver	CO	47.6	—
<b>Total Wholly-Owned</b>					\$ 467.4	\$ —
<b>Joint Ventures</b>						
Sun Holdings Multifamily Portfolio <sup>(5)</sup>	95.00%	Apartments	Various	U.S.A.	\$ 286.6	\$ 189.9
Storage Portfolio IV <sup>(6)</sup>	90.00%	Storage	Various	U.S.A.	92.0	\$ —
Carson South End Development	75.00%	Land	Charlotte	NC	28.9	\$ —
Seavest MOB Portfolio <sup>(7)</sup>	98.30%	Land	Bethpage	NY	0.3	\$ —
Juniper MOB Portfolio <sup>(8)</sup>	50.00%	Office	Various	CA	50.0	\$ —
Archway Baytown Development	95.00%	Land	Baytown	TX	8.6	\$ —
Lennar MFPV Cane Bay Phase	90.00%	Land	Summerville	SC	5.2	\$ —

### Property Investments Acquired in 2022 (millions)

Property Name	Ownership Percentage	Property Type	City	State	Net Purchase Price (less closing costs) <sup>(1)</sup>	Mortgage Debt
Lennar MFPV Cave Creek	90.00%	Land	Phoenix	AZ	6.9	\$ —
355 W 52nd Street	95.00%	Office	New York	NY	45.6	\$ —
Storage Portfolio V <sup>(9)</sup>	90.00%	Storage	Various	U.S.A	86.1	\$ —
Lennar Emblem at Conyers	90.00%	Land	Conyers	GA	4.0	\$ —
<b>Total Joint Ventures</b>					\$ 614.2	\$ 189.9
<b>Total Properties Acquired</b>					\$ 1,081.6	\$ 189.9

### Property Investments Sold in 2022 (millions)

Property Name	Ownership Percentage	Property Type	City	State	Net Sales Price (less selling expense) <sup>(2)</sup>	Mortgage Loan Payoff
<b>Wholly-Owned</b>						
Warwick Center	100.00%	Retail	Warwick	RI	\$ 11.8	\$ —
South Denver Marketplace	100.00%	Retail	Lone Tree	CO	73.0	—
Charleston Plaza	100.00%	Retail	Mountain View	CA	71.1	—
Fusion 1560	100.00%	Apartments	St. Petersburg	FL	—	37.4
Oceano	100.00%	Apartments	Woodland Hills	CA	112.5	—
200 Middlefield	100.00%	Office	Menlo Park	CA	62.1	—
Regents Court	100.00%	Apartments	San Diego	CA	—	39.6
Legacy at Westwood	100.00%	Apartments	Los Angeles	CA	—	46.7
Camelback Center	100.00%	Office	Phoenix	AZ	61.3	—
Fayette Pavilion - Walmart <sup>(10)</sup>	100.00%	Retail	Fayetteville	GA	23.1	—
BLVD 63	100.00%	Apartments	San Diego	CA	170.6	—
20 Westport Road	100.00%	Office	Wilton	CT	28.3	—
<b>Total Wholly-Owned</b>					\$ 613.8	\$ 123.7
<b>Joint Ventures</b>						
150 Industrial Road	98.00%	Office	San Carlos	CA	\$ 147.7	\$ —
MiMA <sup>(11)</sup>	70.00%	Apartments	New York	NY	79.8	—
West Town Mall	50.00%	Retail	Knoxville	TN	—	101.2
Fairfield Tolenas	95.00%	Industrial	Fairfield	CA	79.7	—
Colorado Center <sup>(12)</sup>	2.00%	Office	Santa Monica	CA	350.9	—
<b>Total Joint Ventures</b>					\$ 658.1	\$ 101.2
<b>Total Properties Sold</b>					\$ 1,271.9	\$ 224.9

(1) The net purchase price represents the Account's interest.

(2) The net sales price represents the Account's interest.

(3) The Account purchased a portfolio of industrial properties located throughout Minnesota. These properties will be collectively known as Minneapolis Core Portfolio.

(4) The Account purchased a portfolio of industrial properties located throughout Texas. These properties will be collectively known as Jackson Shaw Portfolio.

(5) The Account purchased a portfolio of apartment properties located in various cities throughout the United States. These properties are held in the Account's Sun Holdings Multifamily Portfolio joint venture investment, in which the Account has a 95% interest.

(6) The Account purchased multiple storage properties located in various cities throughout the United States. These properties are held in the Account's Storage Portfolio IV joint venture investment, in which the Account has a 90% interest.

- (7) The account purchased land located in Bethpage, NY that is held in the Seavest MOB Portfolio joint venture investment, in which the Account has a 98.3% interest.
- (8) The Account purchased a 50% interest in a portfolio of office properties located in various cities throughout CA. These properties will be held in Juniper MOB Portfolio.
- (9) The Account purchased interest in multiple storage properties located in various cities throughout the United States. These properties are held in the Account's Storage Portfolio V joint venture investment, in which the Account has a 90% interest.
- (10) The Account sold the Walmart parcel held within the Fayette Pavilion investment portfolio.
- (11) The Account sold a portion of its interest in the RGM 42, LLC joint venture, which holds the property known as MiMA, effectively reducing the Account's ownership in the joint venture investment, from 70% to 21%. The Account's portion of the mortgage obligation was also reduced following the decrease in ownership in the joint venture investment.
- (12) The Account sold a portion of its interest in the CA- Colorado Center Limited Partnership, which holds the property known as Colorado Center, effectively reducing the Account's ownership in the joint venture investment, from 50% to 2%. The Account's portion of the mortgage obligation was also reduced following the decrease in ownership in the joint venture investment.

## **Results of Operations**

### ***Year Ended December 31, 2022 Compared to Year Ended December 31, 2021***

#### **Net Investment Income**

The following table shows the results of operations for the years ended December 31, 2022 and 2021 and the dollar and percentage changes for those periods (millions).

	<b>Years Ended December 31,</b>		<b>Change</b>	
	<b>2022</b>	<b>2021</b>	<b>\$</b>	<b>%</b>
<b>INVESTMENT INCOME</b>				
<b><i>Real estate income, net</i></b>				
Rental income	\$ 1,251.7	\$ 1,194.8	\$ 56.9	4.8 %
Real estate property level expenses:				
Operating expenses	293.2	266.9	26.3	9.9 %
Real estate taxes	203.7	208.1	(4.4)	(2.1)%
Interest expense	85.0	88.0	(3.0)	(3.4)%
Total real estate property level expenses	581.9	563.0	18.9	3.4 %
Real estate income, net	669.8	631.8	38.0	6.0 %
Income from real estate joint ventures	194.2	191.1	3.1	1.6 %
Income from real estate funds	30.3	15.9	14.4	90.6 %
Interest	116.7	81.5	35.2	43.2 %
Other income	4.5	—	4.5	N/M
<b>TOTAL INVESTMENT INCOME</b>	<b>1,015.5</b>	<b>920.3</b>	<b>95.2</b>	<b>10.3 %</b>
<b><i>Expenses</i></b>				
Investment management charges	86.3	62.4	23.9	38.3 %
Administrative charges	43.2	51.1	(7.9)	(15.5)%
Distribution charges	23.3	26.2	(2.9)	(11.1)%
Mortality and expense risk charges	0.5	1.3	(0.8)	(61.5)%
Liquidity guarantee charges	89.2	69.1	20.1	29.1 %
Interest expense	27.4	2.5	24.9	N/M
<b>TOTAL EXPENSES</b>	<b>269.9</b>	<b>212.6</b>	<b>57.3</b>	<b>27.0 %</b>
<b>INVESTMENT INCOME, NET</b>	<b>\$ 745.6</b>	<b>\$ 707.7</b>	<b>\$ 37.9</b>	<b>5.4 %</b>

The table below illustrates and compares rental income, operating expenses and real estate taxes for properties held by the Account for the entirety of each respective year, "same property," as compared to the comparative increases or decreases associated with the acquisition and disposition of properties throughout each respective year.

	Rental Income				Operating Expenses				Real Estate Taxes			
	Change				Change				Change			
	2022	2021	\$	%	2022	2021	\$	%	2022	2021	\$	%
Same Property	\$1,150.1	\$1,072.6	\$ 77.5	7.2 %	\$ 265.8	\$ 236.0	\$ 29.8	12.6 %	\$ 187.7	\$ 188.7	\$ (1.0)	(0.5)%
Properties Acquired	42.0	5.1	36.9	N/M	8.2	0.7	7.5	N/M	6.6	0.5	6.1	N/M
Properties Sold	59.6	117.1	(57.5)	(49.1)%	19.2	30.2	(11.0)	(36.4)%	9.4	18.9	(9.5)	(50.3)%
<b>Impact of Properties Acquired/Sold</b>	101.6	122.2	(20.6)	(16.9)%	27.4	30.9	(3.5)	(11.3)%	16.0	19.4	(3.4)	(17.5)%
<b>Total Property Portfolio</b>	\$1,251.7	\$1,194.8	\$ 56.9	4.8 %	\$ 293.2	\$ 266.9	\$ 26.3	9.9 %	\$ 203.7	\$ 208.1	\$ (4.4)	(2.1)%

N/M—Not meaningful

#### *Rental Income:*

Rental income increased \$56.9 million, or 4.8%, primarily driven by increases across the industrial and apartment sectors due to increased market rents, driven by increased demand, coupled with higher occupancy; as well as decreases in rent concessions and bad debt. The Account's hotel property also experienced an increase in income due to an increase in occupancy and convention activity.

#### *Operating Expenses:*

Operating expenses increased \$26.3 million, or 9.9%, primarily attributed to a rise in repairs and maintenance costs, as well as utility costs, amongst the office and apartment properties. The Account's hotel property also saw a large increase in operating expenses as occupancy increased.

#### *Real Estate Taxes:*

Real estate taxes decreased \$4.4 million, or 2.1%, primarily attributed to net disposition activity.

#### *Interest Expense:*

Interest expense on mortgage loans decreased \$3.0 million, or 3.4%, primarily due to a lower average outstanding principal balance, as compared to the same period in 2021.

#### *Income from Real Estate Joint Ventures:*

Income from real estate joint ventures increased \$3.1 million, or 1.6%, which is primarily attributed to the Account's storage portfolios. Increases were also seen amongst the apartment and retail sectors.

#### *Income from Real Estate Funds:*

Income from real estate funds increased \$14.4 million, or 90.6%, due to increased dividends received from two of the funds.

#### *Interest income:*

Interest income increased \$35.2 million, due to an increases in the Account's marketable securities holdings during the period, as well as an increase in the average interest rate on loans receivable.

#### *Expenses:*

Investment management, administrative and distribution services are provided "at cost" to the Account by TIAA and Services, as applicable. Investment management charges are comprised primarily of fixed components, but fluctuate based on the size of the Account's portfolio of investments, whereas administrative and distribution charges are comprised of more variable components that generally correspond with movements in net assets. These expenses increased \$13.1 million, as compared to the prior period.

Mortality and expense risk and liquidity guarantee expenses are contractual charges to the Account from TIAA for TIAA's assumption of these risks and provision of the liquidity guarantee. The rate for these charges is established annually and is charged at a fixed rate based on the Account's net assets. Mortality and expense risk expenses decreased when compared to the previous year due to a reduction in the expense ratio in May 2022. Liquidity

guarantee expenses increased \$20.1 million as a result of higher average nets assets and a higher expense ratio during the period.

Interest expense on the Account's credit facility and other unsecured debt increased \$24.9 million when compared to prior year, due to the issuance of \$500.0 million of senior notes in June 2022 and a higher average outstanding balance on the credit facility.

### **Net Realized and Unrealized Gains and Losses on Investments and Loans Payable**

The following table shows the net realized and unrealized (losses) gains on investments and loans payable for the years ended December 31, 2022 and 2021 and the dollar and percentage changes for those periods (millions).

	<b>Years Ended December 31,</b>		<b>Change</b>	
	<b>2022</b>	<b>2021</b>	<b>\$</b>	<b>%</b>
<b>NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS AND DEBT</b>				
<i>Net realized gain (loss) on investments:</i>				
Real estate properties	\$ (93.8)	\$ 215.9	\$ (309.7)	N/M
Real estate joint ventures	316.2	199.8	116.4	58.3 %
Real estate funds	15.4	3.5	11.9	N/M
Marketable securities	(2.8)	(0.1)	(2.7)	N/M
Loans receivable	—	(14.1)	14.1	N/M
<b>Total realized gain on investments</b>	<b>235.0</b>	<b>405.0</b>	<b>(170.0)</b>	<b>(42.0)%</b>
<i>Net change in unrealized gain (loss) on:</i>				
Real estate properties	1,380.1	2,250.3	(870.2)	(38.7)%
Real estate joint ventures	(232.3)	644.5	(876.8)	N/M
Real estate funds	(12.9)	98.7	(111.6)	N/M
Real estate operating business	212.2	74.9	137.3	N/M
Foreign currency exchange on forward contracts	(2.3)	—	(2.3)	N/M
Marketable securities	(37.7)	(9.2)	(28.5)	N/M
Loans receivable	(115.7)	22.7	(138.4)	N/M
Loans payable	116.9	12.2	104.7	N/M
Other unsecured debt	46.9	—	46.9	N/M
<b>Net change in unrealized gain on investments and debt</b>	<b>1,355.2</b>	<b>3,094.1</b>	<b>(1,738.9)</b>	<b>(56.2)%</b>
<b>NET REALIZED AND UNREALIZED GAIN ON INVESTMENTS AND DEBT</b>	<b>\$ 1,590.2</b>	<b>\$ 3,499.1</b>	<b>\$ (1,908.9)</b>	<b>(54.6)%</b>

N/M—Not meaningful

#### *Real Estate Properties:*

Wholly-owned real estate investments experienced net realized and unrealized gains of \$1.3 billion during 2022, compared to net gains of \$2.5 billion during 2021. While the Account saw appreciation across various real estate sectors during the period, unrealized gains were primarily driven by industrial properties in the Western and Southern region, as well as multi-family properties in the South, due to increased average market and contract rents, reflective of increased demand.

#### *Real Estate Joint Ventures:*

Real estate joint ventures experienced net realized and unrealized gains of \$83.9 million in 2022, compared to \$844.3 million of net gains during 2021. Net gains in 2022 were primarily driven by realized gains from the sale of properties, offset by unrealized losses driven by the Account's retail and office joint venture investment properties.

#### *Real Estate Funds:*

Real estate funds incurred net realized and unrealized gains of \$2.5 million in 2022, compared to \$102.2 million in net gains during 2021. Current period gains are a result of a partial equity sale of one of the Account's funds.

#### *Real Estate Operating Business:*

The Account's real estate operating business experienced unrealized gains of \$212.2 million during 2022 compared to \$74.9 million during 2021. Unrealized gains were primarily attributed to favorable projected cash flows and industry share price growth due to a recapitalization of the business.

#### *Marketable Securities:*

The Account's marketable securities experienced net realized and unrealized losses of \$40.5 million for the year ended December 31, 2022, compared to net realized and unrealized losses of \$9.3 million for 2021. The current period losses are the result of rising interest and U.S. Treasury rates.

#### *Loans Receivable, including those with related parties:*

Loans receivable, including loans receivable with related parties, experienced unrealized losses of \$115.7 million in 2022 compared to net realized and unrealized gains of \$8.6 million in 2021. The current period losses are attributable to the decline in value of an underperforming loan collateralized by an office property located in Chicago, Illinois.

#### *Loans Payable:*

Loans payable experienced unrealized gains of \$116.9 million during 2022, compared to unrealized gains of \$12.2 million during 2021. The unrealized gains in 2022 were attributable to increases in U.S. Treasury yields driven by inflation risk and widening credit spreads.

#### *Other Unsecured Debt:*

Other unsecured debt experienced unrealized gains of \$46.9 million in 2022, in line with the increase in U.S. Treasury yields driven by inflation risk and widening credit spreads.

#### ***Year Ended December 31, 2021 Compared to Year Ended December 31, 2020***

A discussion of the results of operations for the year ended December 31, 2021 is found in Item 7 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on March 10, 2022, which is available free of charge on the SEC's website at [www.sec.gov](http://www.sec.gov).

#### **Liquidity and Capital Resources**

As of December 31, 2022 and 2021, the Account's cash and cash equivalents and non-real estate-related marketable securities had a value of \$2.1 billion and \$2.2 billion, respectively (7.1% and 7.9% of the Account's net assets at such dates, respectively). The Account's liquid assets continue to be available to purchase suitable real estate properties, meet the Account's debt obligations, expense needs, and contract owner redemption requests (i.e., contract owner withdrawals or benefit payments).

#### *Liquidity Guarantee*

The liquidity guarantee ensures that the account will be able to meet its cash requirements (particularly with respect to redeeming accumulation unit contract owners) both in the short- and long-term. In accordance with the liquidity guarantee obligation, TIAA guarantees that all contract owners in the Account may redeem their accumulation units at their accumulation unit value next determined after their transfer or cash withdrawal request is received in good order. The Account pays TIAA a fee for the risks associated with providing the liquidity guarantee through a daily deduction from the Account's net assets.

Management cannot predict whether any future TIAA liquidity unit purchases will be required under this liquidity guarantee. If net outflows occur as they did in 2020, it could have a negative impact on the Account's operations and returns and could require TIAA to purchase additional liquidity units, perhaps to a significant degree, as was the case in late 2008 and early 2009.

TIAA's obligation to provide Account contract owners liquidity through purchases of liquidity units is not subject to an express regulatory or contractual limitation, although as described in the following paragraph, the independent fiduciary may (but is not obligated to) require the reduction of TIAA's interest through sales of assets from the

Account if TIAA's interest exceeds the trigger point. Even if the independent fiduciary so requires TIAA's obligation to provide liquidity under the guarantee, which is required by the New York State Department of Financial Services, will continue. Management believes that TIAA has the ability to meet its obligations under this liquidity guarantee.

Whenever TIAA owns liquidity units, the duties of the Account's independent fiduciary, as part of its monitoring of the Account, include reviewing the purchase and redemption of liquidity units by TIAA to ensure the Account uses the correct accumulation unit values. In addition, the independent fiduciary's responsibilities include:

- establishing the percentage of total accumulation units that TIAA's ownership should not exceed (the "trigger point") and creating a method for reviewing the trigger point;
- approving any adjustment of TIAA's ownership interest in the Account and, in its discretion, requiring an adjustment if TIAA's ownership of liquidity units reaches the trigger point; and
- once the trigger point has been reached, participating in any program to reduce TIAA's ownership in the Account by utilizing cash flow or liquid investments in the Account, or by utilizing the proceeds from asset sales. If the independent fiduciary were to determine that TIAA's ownership should be reduced following the trigger point, its role in participating in any asset sales program would include (i) participating in the selection of properties for sale, (ii) providing sales guidelines and (iii) approving those sales if, in the independent fiduciary's opinion, such sales are desirable to reduce TIAA's ownership of liquidity units.

In establishing the appropriate trigger point, including whether or not to require certain actions once the trigger point has been reached, the independent fiduciary will assess, among other things and to the extent consistent with PTE 96-76 with respect to the liquidity guarantee and the independent fiduciary's duties under ERISA, the risk that a conflict of interest could arise due to the level of TIAA's ownership interest in the Account.

*Redemption of Liquidity Units.* The independent fiduciary is vested with oversight and approval over any redemption of TIAA's liquidity units, acting in the best interests of Account contract owners.

As a general matter, the independent fiduciary may authorize or direct the redemption of all or a portion of liquidity units at any time and TIAA will request the approval of the independent fiduciary before any liquidity units are redeemed. Upon termination and liquidation of the Account (wind-up), any liquidity units held by TIAA will be the last units redeemed, unless the independent fiduciary directs otherwise.

#### *Net Income and Marketable Securities*

Net investment income continues to be an additional source of liquidity for the Account. Net investment income was \$745.6 million for the year ended December 31, 2022 as compared to \$707.7 million in the prior year. Total net investment income increased slightly as described more fully in the *Results of Operations* section.

#### *Leverage*

As of December 31, 2022, the Account's ratio of outstanding principal amount of debt (inclusive of the Account's proportionate share of debt held within its joint venture investments, senior notes payable and any loans outstanding on the Account's Credit Agreement) to total gross asset value (i.e., a "loan-to-value ratio") was 17.2%. The Account intends to maintain its loan-to-value ratio at or below 30% (this ratio is measured at the time of incurrence and after giving effect thereto). The Account's total gross asset value, for these purposes, is equal to the total fair value of the Account's assets (including the fair value of the Account's net equity interest in joint ventures), with no reduction associated with any indebtedness on such assets.

As of December 31, 2022, total principal and interest payments due for mortgages on properties held directly by the account, five collateralized by a loan receivable, and senior notes payable are \$2.7 billion and \$371.5 million, respectively. Principal and interest payments due in the next year for mortgages on properties held directly by the Account are \$582.4 million and \$63.5 million, respectively. The Account currently has sufficient liquidity in the form of cash and cash equivalents and short term securities to meet its current mortgage obligations.



The Account's credit facility, which is a \$500.0 million unsecured term loan, as well as a \$500.0 million unsecured line of credit, is used to facilitate short-term cash needs, as further described in *Note 10—Credit Facility*. As of December 31, 2022, the Account had \$500.0 million outstanding on the term loan.

In times of high net inflow activity, in particular during times of high net contract owner transfer inflows, management may determine to apply a portion of such cash flows to make prepayments of indebtedness prior to scheduled maturity, which would have the effect of reducing the Account's loan-to-value ratio.

### *Material Cash Requirements<sup>(1)</sup>*

The following table sets forth a summary regarding the Account's known contractual and other material cash obligations, including required interest payments for those items that are interest bearing, as of December 31, 2022 (millions):

	Amounts Due During Years Ending December 31,						
	2023	2024	2025	2026	2027	Thereafter	Total
Loans Payable:							
Principal Payments	\$ 582.4	\$ 757.6	\$ 626.8	\$ 170.2	\$ 109.7	\$ 922.0	\$ 3,168.7
Interest Payments <sup>(2)</sup>	120.6	96.5	57.7	39.3	36.1	69.6	419.8
Subtotal	\$ 703.0	\$ 854.1	\$ 684.5	\$ 209.5	\$ 145.8	\$ 991.6	\$ 3,588.5
Ground Leases <sup>(3)</sup>	2.4	2.4	2.5	2.5	2.5	424.3	436.6
Other Commitments <sup>(4)</sup>	422.3	—	—	—	—	—	422.3
Tenant Improvements <sup>(5)</sup>	85.6	—	—	—	—	—	85.6
Total Contractual and Material Cash Requirements	\$ 1,213.3	\$ 856.5	\$ 687.0	\$ 212.0	\$ 148.3	\$ 1,415.9	\$ 4,533.0

<sup>(1)</sup> The material cash requirements do not include payments on debt held in joint ventures, which are the obligation of the individual joint venture entities.

<sup>(2)</sup> These amounts represent interest payments due on loans payable based on the stated rates at December 31, 2022.

<sup>(3)</sup> These amounts represent future minimum annual payments related to ground leases at December 31, 2022.

<sup>(4)</sup> This includes the Account's commitment to purchase interests in its real estate funds and remaining funding commitments on loans receivable, which could be called by the partner or borrower at any time.

<sup>(5)</sup> This amount represents tenant improvements and leasing inducements committed by the Account as of December 31, 2022.

### **Recent Transactions**

*The following describes property and property-related transactions by the Account during the fourth quarter of 2022. Except as noted, the expenses for operating the properties purchased are either borne or reimbursed, in whole or in part, by the property tenants, although the terms vary under each lease.*

### **Real Estate Properties and Joint Ventures**

#### *Purchases*

Property Name	Purchase Date	Ownership Percentage	Sector	Location	Net Purchase Price <sup>(1)</sup>
Central 64	10/03/2022	100.00%	Industrial	Denver, CO	\$ 47.6
Storage Portfolio V <sup>(2)</sup>	11/04/2022	90.00%	Storage	San Antonio, TX	9.2

<sup>(1)</sup> Represents purchase price net of closing costs.

<sup>(2)</sup> During the fourth quarter of 2022, the Account purchased a storage property located in San Antonio, TX. This property is held in the Account's Storage Portfolio V joint venture investment, in which the Account has a 90% interest.

## Sales

Property Name	Sales Date	Ownership Percentage	Sector	Location	Net Sales Price <sup>(1)</sup>	Realized Gain (Loss) on Sale <sup>(2)</sup>
BLVD 63	10/04/2022	100.00%	Apartments	San Diego, CA	\$ 170.6	\$ 11.9
20 Westport Road <sup>(3)</sup>	12/2/2022	100.00%	Office	Wilton, CT	28.3	(100.1)

<sup>(1)</sup> Represents the sales price, less selling expenses.

<sup>(2)</sup> Majority of the realized gain (loss) has been previously recognized as unrealized gains (losses) in the Account's Consolidated Statements of Operations.

<sup>(3)</sup> Partial disposition.

## Financings

### Debt payoff

Property Name	Transaction Date	Interest Rate	Sector	Maturity Date	Principal Amount
Lincoln Court	10/13/2022	2.35% + LIBOR	Office	10/15/2022	\$ 1.8

## Loan Receivable

### Debt Payoff

Property Name	Transaction Date	Interest Rate	Sector	Maturity Date	Principal Amount
5 Points Towers	11/30/2022	5.50% + LIBOR	Apartment	3/9/2024	\$ 46.3

## Critical Accounting Estimates

Management's discussion and analysis of the Account's financial condition and results of operations is based on the Account's Consolidated Financial Statements, which have been prepared in accordance with U.S. GAAP. The preparation of the Account's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Management considers the valuation of real estate properties and valuation of real estate joint ventures to be critical accounting estimates because they involve a significant level of estimation uncertainty and have a material impact on the Account's financial condition and results of operations.

### Valuation of Real Estate Properties

Investments in real estate properties are stated at fair value, the determination of which involves significant levels of judgment because the actual fair value of real estate can be determined only by negotiation between the parties in a sales transaction. Property and investment values are affected by, among other things, the availability of capital, occupancy rates, rental rates, and interest and inflation rates. As a result, determining real estate and investment values involves many assumptions. Key inputs and assumptions include, but are not limited to, rental income and expense amounts, related rental income and expense growth rates, capital expenditures, discount rates and capitalization rates. Valuation techniques include discounted cash flow analysis, direct capitalization analysis, analysis of recent comparable sales transactions, actual sale negotiations and bona fide purchase offers received from third parties.

### Valuation of Real Estate Joint Ventures

Real estate joint ventures are stated at the fair value of the Account's ownership interests of the underlying entities. The Account's ownership interests are valued based on the fair value of the underlying real estate, any related loans payable, and other factors, such as ownership percentage, ownership rights, buy/sell agreements, distribution provisions and capital call obligations. The fair value of real estate held by joint ventures is determined in the same manner and involves the same judgment, uncertainties and assumptions described above in *Valuation of Real Estate Properties*.

For further discussion of the Account's valuation methodologies used to determine the fair value of the Account's investments as well as a summary of the Account's significant accounting policies, please see *Note 1—Organization and Significant Accounting Policies* to the Account's Consolidated Financial Statements included herewith.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

The Account's real estate holdings, including real estate joint ventures, funds, an operating business and loans receivable including those with related parties, which, as of December 31, 2022, represented 93.7% of the Account's total investments, expose the Account to a variety of risks. These risks include, but are not limited to:

- **General Real Estate Risk**—The risk that the Account's property values or rental and occupancy rates could go down due to general economic conditions, a weak market for real estate generally, disruptions in the credit and/or capital markets, or changing supply and demand for certain types of properties;
- **Appraisal Risk**—The risk that the sale price of an Account property (i.e., the value that would be determined by negotiations between independent parties) might differ substantially from its estimated or appraised value, leading to losses or reduced profits to the Account upon sale;
- **Risk Relating to Property Sales**—The risk that the Account might not be able to sell a property at a particular time for its full value, particularly in a poor market. This might make it difficult to raise cash quickly and also could lead to Account losses;
- **Risks of Borrowing**—The risk that interest rate changes may impact Account returns if the Account takes out a mortgage on a property, buys a property subject to a mortgage or holds a property subject to a mortgage, and hedging against such interest rate changes, if undertaken by the Account, may entail additional costs and be unsuccessful; and
- **Foreign Currency Risk**—The risk that the value of the Account's foreign investments, related debt, or rental income could increase or decrease due to changes in foreign currency exchange rates or foreign currency exchange control regulations, and hedging against such currency changes, if undertaken by the Account, may entail additional costs and be unsuccessful.

The Account believes the diversification of its real estate portfolio, both geographically and by sector, along with its quarterly valuation procedures, helps manage the real estate and appraisal risks described above.

As of December 31, 2022, 6.3% of the Account's total investments were comprised of marketable securities. Marketable securities may include high-quality debt instruments (i.e., government agency notes) and REIT securities. The Account's Consolidated Statements of Investments sets forth the general financial terms of these instruments, along with their fair values, as determined in accordance with procedures described in *Note 1—Organization and Significant Accounting Policies* to the Account's Consolidated Financial Statements included herewith. As of December 31, 2022, the Account does not invest in derivative financial investments, although it does engage in hedging activity related to foreign currency denominated investments.

Risks associated with investments in real estate-related liquid assets (which could include, from time to time, REIT securities and CMBS), and non-real estate-related liquid assets, include the following:

- **Financial/Credit Risk**—The risk, for debt securities, that the issuer will not be able to pay principal and interest when due (and/or declare bankruptcy or be subject to receivership) and, for equity securities such as common or preferred stock, that the issuer's current earnings will fall or that its overall financial soundness will decline, reducing the security's value.
- **Market Volatility Risk**—The risk that the Account's investments will experience price volatility due to changing conditions in the financial markets regardless of the credit quality or financial condition of the underlying issuer. This risk is particularly acute to the extent the Account holds equity securities, which have experienced significant short-term price volatility over the past year. Also, to the extent the Account holds debt securities, changes in overall interest rates can cause price fluctuations.
- **Interest Rate Volatility**—The risk that interest rate volatility may affect the Account's current income from an investment.
- **Deposit/Money Market Risk**—The risk that, to the extent the Account's cash held in bank deposit accounts exceeds federally insured limits as to that bank, the Account could experience losses if banks fail. The Account

does not believe it has exposure to significant concentration of deposit risk. In addition, there is some risk that investments held in money market accounts can suffer losses.

In addition, to the extent the Account were to hold mortgage-backed securities (including commercial mortgage-backed securities) these securities are subject to prepayment risk or extension risk (i.e., the risk that borrowers will repay the loans earlier or later than anticipated). If the underlying mortgage assets experience faster than anticipated repayments of principal, the Account could fail to recoup some or all of its initial investment in these securities, since the original price paid by the Account was based in part on assumptions regarding the receipt of interest payments. If the underlying mortgage assets are repaid later than anticipated, the Account could lose the opportunity to reinvest the anticipated cash flows at a time when interest rates might be rising. The rate of prepayment depends on a variety of geographic, social and other functions, including prevailing market interest rates and general economic factors. The fair value of these securities is also highly sensitive to changes in interest rates. Note that the potential for appreciation, which could otherwise be expected to result from a decline in interest rates, may be limited by any increased prepayments. These securities may be harder to sell than other securities.

In addition to these risks, real estate equity securities (such as REIT stocks and mortgage-backed securities) would be subject to many of the same general risks inherent in real estate investing, making mortgage loans and investing in debt securities. For more information on the risks associated with all of the Account's investments, see "Item 1A. Risk Factors" in this Form 10-K.

**ITEM 8. CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS  
TIAA REAL ESTATE ACCOUNT**

	<b>Page</b>
<a href="#"><u>Report of Management Responsibility</u></a>	65
<a href="#"><u>Report of the Audit Committee</u></a>	66
<a href="#"><u>Report of Independent Registered Public Accounting Firm</u></a>	67
<a href="#"><u>Audited Consolidated Financial Statements:</u></a>	
<a href="#"><u>Consolidated Statements of Assets and Liabilities</u></a>	69
<a href="#"><u>Consolidated Statements of Operations</u></a>	70
<a href="#"><u>Consolidated Statements of Changes in Net Assets</u></a>	71
<a href="#"><u>Consolidated Statements of Cash Flows</u></a>	72
<a href="#"><u>Notes to the Consolidated Financial Statements</u></a>	73
<a href="#"><u>Consolidated Schedules of Investments</u></a>	98

## REPORT OF MANAGEMENT RESPONSIBILITY

To the Participants of the TIAA Real Estate Account:

The accompanying consolidated financial statements of the TIAA Real Estate Account (“Account”) of Teachers Insurance and Annuity Association of America (“TIAA”) are the responsibility of TIAA’s management. They have been prepared in accordance with accounting principles generally accepted in the United States of America and have been presented fairly and objectively in accordance with such principles.

TIAA has established and maintains an effective system of internal controls over financial reporting designed to provide reasonable assurance that assets are properly safeguarded, that transactions are properly executed in accordance with management’s authorization, and to carry out the ongoing responsibilities of management for reliable consolidated financial statements. In addition, TIAA’s internal audit personnel provide regular reviews and assessments of the internal controls and operations of the Account, and the Executive Vice President, Chief Auditor regularly reports to the Audit Committee of the TIAA Board of Trustees.

The independent registered public accounting firm of PricewaterhouseCoopers LLP has audited the accompanying consolidated financial statements for the years ended December 31, 2022, 2021 and 2020. The report of the independent registered public accounting firm expresses an independent opinion on the fairness of presentation of the Account’s consolidated financial statements.

The Audit Committee of the TIAA Board of Trustees, comprised entirely of independent, non-management trustees, meets regularly with management, representatives of the independent registered public accounting firm and internal audit group personnel to review matters relating to financial reporting, internal controls and auditing. In addition to the annual independent audit of the Account’s consolidated financial statements, the New York State Department of Financial Services and other state insurance departments regularly examine the operations and consolidated financial statements of the Account as part of their periodic corporate examinations.

March 9, 2023

/s/ Christine E. Dugan

Executive Vice President and Product General Manager –  
Institutional Lifetime Income, Teachers Insurance and Annuity  
Association of America  
(Principal Executive Officer)

/s/ Christopher Baraks

Senior Vice President, Chief Accounting Officer and Corporate  
Controller of Teachers Insurance and Annuity Association of  
America  
(Principal Financial and Accounting Officer)

## **REPORT OF THE AUDIT COMMITTEE**

To the Participants of the TIAA Real Estate Account:

The TIAA Audit Committee (“Committee”) oversees the financial reporting process of the TIAA Real Estate Account (“Account”) on behalf of TIAA’s Board of Trustees. The Committee operates in accordance with a formal written charter (copies of which are available upon request) which describes the Audit Committee’s responsibilities. All members of the Committee are independent, as defined under the listing standards of the New York Stock Exchange.

TIAA's management has the primary responsibility for the Account’s Consolidated Financial Statements, development and maintenance of a strong system of internal controls and disclosure controls, and compliance with applicable laws and regulations. In fulfilling its oversight responsibilities, the Committee reviewed and approved the audit plans of TIAA's internal audit group and the independent registered public accounting firm in connection with their respective audits of the Account. The Committee also meets regularly with the internal audit group and the independent registered public accounting firm, both with and without management present, to discuss the results of their examinations, their evaluation of internal controls, and the overall quality of financial reporting. As required by its charter, the Committee will formally evaluate rotation of the independent registered public accounting firm whenever circumstances warrant, but in no event will the evaluation be less frequent than every ten years of the engagement.

The Committee reviewed and discussed the accompanying audited Consolidated Financial Statements with management, including a discussion of the quality and appropriateness of the accounting principles and financial reporting practices followed, the reasonableness of significant judgments, and the clarity and completeness of disclosures in the consolidated financial statements. The Committee has also discussed the audited Consolidated Financial Statements with PricewaterhouseCoopers LLP, the independent registered public accounting firm responsible for expressing an opinion on the conformity of these audited Consolidated Financial Statements with accounting principles generally accepted in the United States of America.

The discussion with PricewaterhouseCoopers LLP focused on their judgments concerning the quality and appropriateness of the accounting principles and financial reporting practices followed by the Account, the clarity and completeness of the audited Consolidated Financial Statements and related disclosures, and other significant matters, such as any significant changes in accounting policies, internal controls, management judgments and estimates, and the nature of any uncertainties or unusual transactions. In addition, the Committee discussed with PricewaterhouseCoopers LLP, the auditors’ independence from management and the Account, and has received a written disclosure regarding such independence, as required by the Securities and Exchange Commission.

Based on the review and discussions referred to above, the Committee has approved the release of the accompanying audited Consolidated Financial Statements for publication and filing with appropriate regulatory authorities.

Jason E. Brown, Audit Committee Chair

Samuel R. Bright, Audit Committee Member

Jeffrey R. Brown, Audit Committee Member

Lisa E. Hess, Audit Committee Member

Maureen O’Hara, Audit Committee Member

Dorothy K. Robinson, Audit Committee Member

La June Montgomery Tabron, Audit Committee Member

March 9, 2023

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Trustees of Teachers Insurance and Annuity Association of America and Participants of TIAA Real Estate Account

### Opinion on the Financial Statements

We have audited the accompanying consolidated statements of assets and liabilities, including the consolidated schedules of investments, of TIAA Real Estate Account and its subsidiaries (the “Account”) as of December 31, 2022 and 2021, and the related consolidated statements of operations, of changes in net assets and of cash flows for each of the three years in the period ended December 31, 2022, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Account as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These consolidated financial statements are the responsibility of the Account’s management. Our responsibility is to express an opinion on the Account’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Account in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Account is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Account's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### *Valuation of Real Estate Properties and Real Estate Joint Ventures*

As described in Notes 1 and 5 to the consolidated financial statements, the Account had total investments in real estate properties of \$20.4 billion and real estate joint ventures of \$7.1 billion as of December 31, 2022. Investments in real estate properties are stated at fair value and investments in real estate joint ventures are stated at fair value of the Account’s ownership based on the fair value of the underlying real estate, any related loans payable, and other factors. To determine the valuation of the real estate properties and the real estate joint ventures, management utilizes the income approach, either the discounted cash flow or direct capitalization valuation model, provided by an independent third party appraiser, using key inputs and assumptions including, but not limited to, rental income and expense amounts, related rental income and expense growth rates, capital expenditures, discount rates, and



capitalization rates (terminal capitalization rates for the discounted cash flow model and overall capitalization rates for the direct capitalization model).

The principal considerations for our determination that performing procedures relating to valuation of real estate properties and real estate joint ventures is a critical audit matter are (i) the significant judgment by management in establishing significant inputs and assumptions related to the discount rate, terminal capitalization rate, and rental income and expense amounts, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to these significant inputs and assumptions; and (ii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of real estate properties and real estate joint ventures, including controls over the review of the competency and qualifications of third party appraisers, the completeness and accuracy of data used by the appraisers in the valuation models, and the completeness of consideration of material events subsequent to the appraisal. These procedures also included, among others, (i) testing management's process for determining the fair value of the real estate properties and real estate joint ventures; (ii) testing the completeness and accuracy of certain data used in the models; (iii) evaluating the appropriateness of the valuation models; and (iv) evaluating the significant inputs and assumptions used by management related to the discount rate, terminal capitalization rate, and rental income and expense amounts by comparing assumptions to external market data and considering current and past performance of the real estate properties and real estate joint ventures. Professionals with specialized skill and knowledge were used to assist in the evaluation of the assumptions.

/s/ PricewaterhouseCoopers LLP (Auditor Firm ID 238)  
Charlotte, North Carolina  
March 9, 2023

We have served as the Account's auditor since 2005.

**TIAA REAL ESTATE ACCOUNT**  
**AUDITED CONSOLIDATED STATEMENTS OF ASSETS AND LIABILITIES**  
(In millions, except per accumulation unit amounts)

	December 31,	
	2022	2021
<b>ASSETS</b>		
Investments, at fair value:		
Real estate properties (cost: \$14,323.2 and \$14,163.2)	\$ 20,444.0	\$ 18,903.9
Real estate joint ventures (cost: \$5,738.1 and \$5,497.9)	7,103.6	7,175.9
Real estate funds (cost: \$787.7 and \$692.9)	893.4	811.5
Real estate operating business (cost: \$355.0 and \$251.6)	641.9	326.3
Marketable securities (cost: \$2,077.1 and \$2,217.0)	2,030.2	2,207.8
Loans receivable (cost: \$1,546.0 and \$1,434.3)	1,418.7	1,422.7
Loans receivable with related parties (cost: \$69.9 and \$69.8)	69.9	69.9
Total investments (cost: \$24,897.0 and \$24,326.7)	32,601.7	30,918.0
Cash and cash equivalents	72.4	21.2
Due from investment manager	—	9.9
Other	359.5	327.3
<b>TOTAL ASSETS</b>	<b>33,033.6</b>	<b>31,276.4</b>
<b>LIABILITIES</b>		
Loans payable, at fair value (principal outstanding: \$2,168.7 and \$2,362.6)	2,069.7	2,380.5
Line of credit, at fair value (principal outstanding: \$— and \$500.0)	—	500.0
Other unsecured debt, at fair value (principal outstanding: \$1,000.0 and \$—)	953.1	—
Due to investment manager	7.1	—
Accrued real estate property expenses	291.8	287.6
Other	53.8	36.3
<b>TOTAL LIABILITIES</b>	<b>3,375.5</b>	<b>3,204.4</b>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>NET ASSETS</b>		
Accumulation Fund	29,025.7	27,476.0
Annuity Fund	632.4	596.0
<b>TOTAL NET ASSETS</b>	<b>\$ 29,658.1</b>	<b>\$ 28,072.0</b>
<b>NUMBER OF ACCUMULATION UNITS OUTSTANDING</b>	<b>52.1</b>	<b>53.4</b>
<b>NET ASSET VALUE, PER ACCUMULATION UNIT</b>	<b>\$ 556.923</b>	<b>\$ 514.765</b>

See notes to the audited consolidated financial statements

**TIAA REAL ESTATE ACCOUNT**  
**AUDITED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(millions)

	<b>Years Ended December 31,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>INVESTMENT INCOME</b>			
<i>Real estate income, net</i>			
Rental income	\$ 1,251.7	\$ 1,194.8	\$ 1,192.6
Real estate property level expenses:			
Operating expenses	293.2	266.9	261.1
Real estate taxes	203.7	208.1	209.2
Interest expense	85.0	88.0	95.2
Total real estate property level expenses	581.9	563.0	565.5
Real estate income, net	669.8	631.8	627.1
Income from real estate joint ventures	194.2	191.1	146.8
Income from real estate funds	30.3	15.9	10.4
Interest	116.7	81.5	105.7
Dividends	—	—	18.0
Other income	4.5	—	—
<b>TOTAL INVESTMENT INCOME</b>	<b>1,015.5</b>	<b>920.3</b>	<b>908.0</b>
<i>Expenses</i>			
Investment management charges	86.3	62.4	65.3
Administrative charges	43.2	51.1	48.5
Distribution charges	23.3	26.2	26.5
Mortality and expense risk charges	0.5	1.3	1.2
Liquidity guarantee charges	89.2	69.1	59.4
Interest expense	27.4	2.5	2.3
<b>TOTAL EXPENSES</b>	<b>269.9</b>	<b>212.6</b>	<b>203.2</b>
<b>INVESTMENT INCOME, NET</b>	<b>745.6</b>	<b>707.7</b>	<b>704.8</b>
<b>NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS AND DEBT</b>			
<i>Net realized gain (loss) on investments</i>			
Real estate properties	(93.8)	215.9	(52.8)
Real estate joint ventures	316.2	199.8	(454.9)
Real estate funds	15.4	3.5	(5.6)
Marketable securities	(2.8)	(0.1)	103.0
Loans receivable	—	(14.1)	(1.6)
Net realized gain (loss) on investments	235.0	405.0	(411.9)
<i>Net change in unrealized gain (loss) on</i>			
Real estate properties	1,380.1	2,250.3	(296.1)
Real estate joint ventures	(232.3)	644.5	(22.2)
Real estate funds	(12.9)	98.7	(18.6)
Real estate operating business	212.2	74.9	(0.2)
Foreign currency exchange on forward contracts	(2.3)	—	—
Marketable securities	(37.7)	(9.2)	(148.1)
Loans receivable	(115.7)	22.7	(33.0)
Loans receivable with related parties	—	—	0.4
Loans payable	116.9	12.2	(3.1)
Other unsecured debt	46.9	—	—
Net change in unrealized gain (loss) on investments and debt	1,355.2	3,094.1	(520.9)
<b>NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS AND DEBT</b>	<b>1,590.2</b>	<b>3,499.1</b>	<b>(932.8)</b>
<b>NET INCREASE (DECREASE) IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b>\$ 2,335.8</b>	<b>\$ 4,206.8</b>	<b>\$ (228.0)</b>

See notes to the audited consolidated financial statements

**TIAA REAL ESTATE ACCOUNT**  
**AUDITED CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**  
(millions)

	<b>Years Ended December 31,</b>		
	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>FROM OPERATIONS</b>			
Investment income, net	\$ 745.6	\$ 707.7	\$ 704.8
Net realized gain (loss) on investments	235.0	405.0	(411.9)
Net change in unrealized gain (loss) on investments and debt	1,355.2	3,094.1	(520.9)
<b>NET INCREASE (DECREASE) IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b>2,335.8</b>	<b>4,206.8</b>	<b>(228.0)</b>
<b>FROM PARTICIPANT TRANSACTIONS</b>			
Premiums	2,981.3	2,981.7	2,025.9
Annuity payments	(55.8)	(47.7)	(47.8)
Death benefits	(165.0)	(125.5)	(104.3)
Withdrawals	(3,510.2)	(2,187.2)	(5,709.8)
<b>NET (DECREASE) INCREASE IN NET ASSETS RESULTING FROM PARTICIPANT TRANSACTIONS</b>	<b>(749.7)</b>	<b>621.3</b>	<b>(3,836.0)</b>
<b>NET INCREASE (DECREASE) IN NET ASSETS</b>	<b>1,586.1</b>	<b>4,828.1</b>	<b>(4,064.0)</b>
<b>NET ASSETS</b>			
Beginning of period	28,072.0	23,243.9	27,307.9
End of period	<u>\$ 29,658.1</u>	<u>\$ 28,072.0</u>	<u>\$ 23,243.9</u>

See notes to the audited consolidated financial statements

**TIAA REAL ESTATE ACCOUNT**  
**AUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(millions)

	Years Ended December 31,		
	2022	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net increase (decrease) in net assets resulting from operations	\$ 2,335.8	\$ 4,206.8	\$ (228.0)
<i>Adjustments to reconcile net changes in net assets resulting from operations to net cash provided by (used in) operating activities:</i>			
Net realized (gain) loss on investments	(235.0)	(405.0)	411.9
Net change in unrealized (gain) loss on investments and debt	(1,355.2)	(3,094.1)	520.9
Purchase of real estate properties	(465.2)	(581.8)	(1,147.7)
Capital improvements on real estate properties	(410.8)	(283.9)	(242.4)
Proceeds from sale of real estate properties	620.0	920.9	612.1
Purchases of other real estate investments	(885.0)	(1,231.2)	(1,322.6)
Proceeds from sales of other real estate investments	858.4	711.2	2,357.7
Purchases and originations of loans receivable	(366.6)	(326.2)	(118.0)
Originations of loans receivable with related parties	—	(0.5)	—
Proceeds from sales of loans receivable	—	294.5	63.0
Proceeds from payoffs of loans receivable	254.9	110.8	28.6
Decrease (Increase) in other investments	137.1	(1,477.8)	3,398.5
Net change in due to/from investment manager	17.0	8.0	(12.4)
(Increase) Decrease in other assets	(12.4)	5.6	(43.1)
Decrease (Increase) in other liabilities	21.6	25.0	(2.9)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<b>514.6</b>	<b>(1,117.7)</b>	<b>4,275.6</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from line of credit	—	500.0	540.0
Payments on line of credit	(500.0)	—	(790.0)
Proceeds from other unsecured debt	1,000.0	—	—
Mortgage loan proceeds received	24.1	188.9	—
Payments on mortgage loans	(218.0)	(207.6)	(168.9)
Premiums	2,981.3	2,981.7	2,025.9
Annuity payments	(55.8)	(47.7)	(47.8)
Death benefits	(165.0)	(125.5)	(104.3)
Withdrawals	(3,510.2)	(2,187.2)	(5,709.8)
<b>NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES</b>	<b>(443.6)</b>	<b>1,102.6</b>	<b>(4,254.9)</b>
<b>NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	<b>71.0</b>	<b>(15.1)</b>	<b>20.7</b>
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>			
Beginning of period cash, cash equivalents and restricted cash	46.0	61.1	40.4
Net (decrease) increase in cash, cash equivalents and restricted cash	71.0	(15.1)	20.7
End of period cash, cash equivalents and restricted cash	<u>\$ 117.0</u>	<u>\$ 46.0</u>	<u>\$ 61.1</u>
<b>SUPPLEMENTAL DISCLOSURES</b>			
Cash paid for interest	<u>\$ 84.2</u>	<u>\$ 94.9</u>	<u>\$ 97.8</u>
Mortgage loan assumed as part of a real estate acquisition	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 289.6</u>
Loan receivable converted to equity in real estate investment	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (1.7)</u>
Loan assignment as part of a real estate disposition	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 77.4</u>

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Statements of Assets and Liabilities that sum to the total of the same such amounts shown in the Consolidated Statements of Cash Flows (millions):

	As of December 31,		
	2022	2021	2020
Cash and cash equivalents	\$ 72.4	\$ 21.2	\$ 37.8
Restricted cash <sup>(1)</sup>	44.6	24.8	23.3
<b>TOTAL CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	<u><b>\$ 117.0</b></u>	<u><b>\$ 46.0</b></u>	<u><b>\$ 61.1</b></u>

<sup>(1)</sup> Restricted cash is included within other assets on the Account's Consolidated Statements of Assets and Liabilities.

See notes to the audited consolidated financial statements

**TIAA REAL ESTATE ACCOUNT**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1—Organization and Significant Accounting Policies**

**Business:** The TIAA Real Estate Account (“Account”) is an insurance separate account of Teachers Insurance and Annuity Association of America (“TIAA”) and was established by resolution of TIAA’s Board of Trustees (the “Board”) on February 22, 1995, under the insurance laws of the State of New York for the purpose of funding variable annuity contracts issued by TIAA. The Account offers individual and group accumulating annuity contracts (with contributions made on a pre-tax or after-tax basis), as well as individual lifetime and term-certain variable payout annuity contracts (including the payment of death benefits to beneficiaries). Investors are entitled to transfer funds to or from the Account and make withdrawals from the Account on a daily basis under certain circumstances. Funds invested in the Account for each category of contract are expressed in terms of units, and unit values will fluctuate depending on the Account’s performance.

The investment objective of the Account is to seek favorable total returns primarily through rental income and appreciation of a diversified portfolio of directly held, private real estate investments and real estate-related investments while offering investors guaranteed, daily liquidity. The Account holds real estate properties directly and through subsidiaries wholly-owned by TIAA for the sole benefit of the Account. The Account also holds limited interests in real estate joint ventures and funds, as well as investments in loans receivable with commercial real estate properties as underlying collateral. Additionally, the Account invests in real estate-related and non-real estate-related publicly traded securities, cash and other instruments to maintain adequate liquidity levels for operating expenses, capital expenditures and to fund benefit payments (withdrawals, transfers and related transactions).

**Use of Estimates:** The Consolidated Financial Statements were prepared in accordance with accounting principles generally accepted in the United States of America, which requires the use of estimates made by management. Actual results may vary from those estimates, and such differences may be material.

**Basis of Presentation:** The accompanying Consolidated Financial Statements include the Account and those subsidiaries wholly-owned by TIAA for the benefit of the Account. Certain prior period amounts have been reclassified for comparative purposes to conform to the current period financial statement presentation. These reclassifications had no effect on previously reported results of operations or cash flows. All significant intercompany accounts and transactions between the Account and such subsidiaries have been eliminated.

The Accumulation Unit Value (“AUV”) used for financial reporting purposes may differ from the AUV used for processing transactions. The AUV used for financial reporting purposes includes security and participant (or “contract owner”) transactions effective through the period end date to which this report relates. Total return is computed based on the AUV used for processing transactions.

**Determination of Assets and Liabilities at Fair Value:** The Account reports all investments at fair value in accordance with the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 946, *Financial Services—Investment Companies*. Further in accordance with the adoption of the fair value option allowed under ASC 825, *Financial Instruments*, and at the election of TIAA’s management, loans payable, the Account’s line of credit, term loans and senior notes payable are reported at fair value. The FASB has defined fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants excluding transaction costs.

The following is a description of the valuation methodologies used to determine the fair value of the Account’s investments and loans payable and unsecured debt.

*Valuation of Real Estate Properties*—Investments in real estate properties are stated at fair value, as determined in accordance with policies and procedures reviewed by the Investment Committee of the Board and in accordance with the responsibilities of the Board as a whole. Accordingly, the Account does not record depreciation.

Determination of fair value involves significant levels of judgment because the actual fair value of real estate can be determined only by negotiation between the parties in a sales transaction.

The Account's primary objective when valuing its real estate investments will be to produce a valuation that represents a reasonable estimate of the fair value of its investments. Implicit in the Account's definition of fair value are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Property and investment values are affected by, among other things, the availability of capital, occupancy rates, rental rates, and interest and inflation rates. As a result, determining real estate and investment values involves many assumptions. Key inputs and assumptions include, but are not limited to, rental income and expense amounts, related rental income and expense growth rates, capital expenditures, discount rates and capitalization rates. Valuation techniques include discounted cash flow analysis, direct capitalization analysis, analysis of recent comparable sales transactions, actual sale negotiations and bona fide purchase offers received from third parties.

Real estate properties owned by the Account are initially valued based on an independent third party appraisal, as reviewed by TIAA's internal appraisal staff and as applicable by the Account's independent fiduciary at the time of the closing of the purchase. Such initial valuation may result in a potential unrealized gain or loss reflecting the difference between an investment's fair value (i.e., exit price) and its cost basis (which is inclusive of transaction costs).

Subsequently, each property is appraised each quarter by an independent third party appraiser, reviewed by TIAA's internal appraisal staff and as applicable the Account's independent fiduciary. In general, the Account obtains appraisals of its real estate properties spread out throughout the quarter, which is intended to result in appraisal adjustments, and thus, adjustments to the valuations of its holdings (to the extent such adjustments are made) that happen regularly throughout each quarter and not on one specific day or month in each period.

Further, management reserves the right to order an appraisal and/or conduct another valuation outside of the normal quarterly process when facts or circumstances at a specific property change. For example, under certain circumstances a valuation adjustment could be made when the account receives a bona fide bid for the sale of a property held within the Account or one of the Account's joint ventures. Adjustments may be made for events or circumstances indicating an impairment of a tenant's ability to pay amounts due to the Account under a lease (including due to a bankruptcy filing of that tenant). Alternatively, adjustments may be made to reflect the execution or renewal of a significant lease. Also, adjustments may be made to reflect factors (such as sales values for comparable properties or local employment rate) bearing uniquely on a particular region in which the Account holds properties. TIAA's internal appraisal staff oversees the entire appraisal process, in conjunction with the Account's independent fiduciary (the independent fiduciary is more fully described in the following paragraph). Any differences in the conclusions of TIAA's internal appraisal staff and the independent appraiser will be reviewed by the independent fiduciary, which will make a final determination on the matter (which may include ordering a subsequent independent appraisal).

The independent fiduciary, SitusAMC, has been appointed by a special subcommittee of the Investment Committee of the Board to, among other things, oversee the appraisal process. The independent fiduciary must approve all independent appraisers used by the Account. All appraisals are performed in accordance with Uniform Standards of Professional Appraisal Practices, the real estate appraisal industry standards created by The Appraisal Foundation. Real estate appraisals are estimates of property values based on a professional's opinion. Appraisals of properties held outside of the U.S. are performed in accordance with industry standards commonly applied in the applicable jurisdiction. These independent appraisers are always expected to be MAI-designated members of the Appraisal

Institute (or its European equivalent, Royal Institute of Chartered Surveyors) and state certified appraisers from national or regional firms with relevant property type experience and market knowledge. Under the Account's current procedures, each independent appraisal firm will be rotated off of a particular property at least every three years, although such appraisal firm may perform appraisals of other Account properties subsequent to such rotation.

Also, the independent fiduciary can require additional appraisals if factors or events have occurred that could materially change a property's value (including those identified above) and such change is not reflected in the quarterly valuation review, or otherwise to ensure that the Account is valued appropriately. The independent fiduciary must also approve any valuation change of real estate-related assets where a property's value changed by more than 6% from the most recent independent annual appraisal, or if the value of the Account would change by more than 4% within any calendar quarter or more than 2% since the prior calendar month. When a real estate property is subject to a mortgage, the property is valued independently of the mortgage and the property and mortgage fair values are reported separately (see *Valuation of Loans Payable*). The independent fiduciary reviews and approves all mortgage valuation adjustments before such adjustments are recorded by the Account. The Account continues to use the revised value for each real estate property and loan payable to calculate the Account's daily net asset value until the next valuation review or appraisal.

*Valuation of Real Estate Joint Ventures*—Real estate joint ventures are stated at the fair value of the Account's ownership interests of the underlying entities. The Account's ownership interests are valued based on the fair value of the underlying real estate, any related loans payable, and other factors, such as ownership percentage, ownership rights, buy/sell agreements, distribution provisions and capital call obligations. The fair value of real estate and loans payable held by joint ventures is determined in the same manner described above in *Valuation of Real Estate Properties*. The independent fiduciary reviews and approves all valuation adjustments before such adjustments are recorded by the Account. Upon the disposition of all real estate investments by an investee entity, the Account will continue to state its equity in the remaining net assets of the investee entity during the wind down period, if any, which occurs prior to the dissolution of the investee entity.

*Valuation of Real Estate Funds*—Real estate fund interests are stated at the fair value of the Account's ownership in the fund. Management uses net asset value information provided by fund managers as a practical expedient to estimate fair value. The Account receives estimates from fund managers on a quarterly basis, and audited information is provided annually. Upon receipt of the information, management reviews and concludes on whether the net asset values provided are an appropriate representation of the fair value of the Account's interests in the real estate funds and makes valuation adjustments as necessary. Valuation of real estate funds proceeds under the direction of the Investment Committee of the Board and in accordance with the responsibilities of the Board as a whole.

*Valuation of Real Estate Operating Businesses*—Real estate operating businesses are held at fair value, which is equal to their cost basis on the initial investment date. Subsequently, valuations are completed on a quarterly basis, with a third-party vendor utilized semi-annually and the interim quarters completed by TIAA's internal valuation department. Valuations are subject to review by the independent fiduciary. Fair value is based on the enterprise value of the business, subject to any preferential distributions that would be required upon liquidation, if applicable. Management reserves the right to order an external valuation outside of the normal quarterly process when facts or circumstances at the business materially change from the latest available valuation. Any differences in the conclusions of TIAA's internal valuation department and the external vendor will be reviewed by the independent fiduciary, which will make a final determination on the matter (which may include ordering a subsequent additional valuation).

*Valuation of Marketable Securities*—Equity securities listed or traded on any national market or exchange are valued at the last sale price as of the close of the principal securities market or exchange on which such securities are traded or, if there is no sale, at the mean of the last bid and ask prices on such market or exchange, exclusive of transaction costs.

*Valuation of Debt Securities*—Debt securities with readily available market quotations, other than money market instruments, are generally valued at the most recent bid price or the equivalent quoted yield for such securities (or those of comparable maturity, quality and type). Debt securities for which market quotations are not readily



available, are valued at fair value as determined by TIAA's management and the Investment Committee of the Board and in accordance with the responsibilities of the Board as a whole.

Short-term investments are valued in the same manner as debt securities, as described above.

Money market instruments are valued at amortized cost, which approximates fair value.

*Valuation of Loans Receivable (i.e. the Account as a creditor)*—Loans receivable are stated at fair value and are initially valued at the face amount of the loan funding. Subsequently, loans receivable are valued at least quarterly by TIAA's internal valuation department based on market factors, such as market interest rates and spreads for comparable loans, the liquidity for loans of similar characteristics, the performance of the underlying collateral (such as the loan-to-value ratio and the cash flow of the underlying collateral) and the credit quality of the counterparty. The independent fiduciary reviews and approves all loan receivable valuation adjustments before such adjustments are recorded by the Account. The Account continues to use the revised value for each loan receivable to calculate the Account's daily net asset value until the next valuation review.

*Valuation of Loans Payable (i.e. the Account as a debtor)*—Mortgage or other loans payable, including the Account's senior notes and any borrowings under the credit facility, are stated at fair value. The estimated fair value of loans payable is generally based on the amount at which the liability could be transferred in a current transaction, exclusive of transaction costs. Fair values are estimated based on market factors, such as market interest rates and spreads on comparable loans, the liquidity for loans of similar characteristics, the performance of the underlying collateral (such as the loan-to-value ratio and the cash flow of the underlying collateral), the maturity date of the loan, the return demands of the market, and the credit quality of the Account. Different assumptions or changes in future market conditions could significantly affect estimated fair values.

See *Note 5—Assets and Liabilities Measured at Fair Value on a Recurring Basis* for further discussion and disclosure regarding the determination of the fair value of the Account's investments.

**Foreign Currency Transactions and Translation:** The Account's investments, other assets and liabilities that are denominated in a foreign currency are translated into U.S. dollars using the effective exchange rates at the end of the period. Transactions, such as the purchases and sales of securities or properties, income received, and expenses paid, executed in a foreign currency are translated into U.S. dollars at the effective exchange rate on the date of the transaction. The effects of foreign currency exchange rate translation on the Account's assets and liabilities are included in realized and unrealized gains and losses on the Account's Consolidated Statements of Operations.

**Accumulation and Annuity Funds:** The accumulation fund represents the net assets attributable to contract owners in the accumulation phase of their investment ("Accumulation Fund"). The annuity fund represents the net assets attributable to the contract owners currently receiving annuity payments ("Annuity Fund"). The net increase or decrease in net assets from investment operations is apportioned between the accounts based upon their relative daily net asset values. Once an Account participant begins receiving lifetime annuity income benefits, payment levels cannot be reduced as a result of the Account's actual mortality experience. In addition, the contracts pursuant to which the Account is offered are required to stipulate the maximum expense charge for all Account level expenses that can be assessed, which is not to exceed 2.5% of average net assets per year. The Account pays a fee to TIAA to assume mortality and expense risks.

**Accounting for Investments:** The investments held by the Account are accounted for as follows:

*Real Estate Properties*—Rent from real estate properties consists of all amounts earned under tenant operating leases, including base rent, recoveries of real estate taxes and other expenses and charges for miscellaneous services provided to tenants. Rental income is recognized in accordance with the billing terms of the lease agreements. The Account bears the direct expenses of the real estate properties owned. These expenses include, but are not limited to, fees to local property management companies, property taxes, utilities, maintenance, repairs, insurance, and other operating and administrative costs. An estimate of the net operating income earned from each real estate property is accrued by the Account on a daily basis and such estimates are adjusted when actual operating results are determined.

*Real Estate Joint Ventures*—The Account has ownership interests in various real estate joint ventures (collectively, the “joint ventures”). The Account records its contributions as increases to its investments in the joint ventures, and distributions from the joint ventures are treated as income within income from real estate joint ventures in the Account’s Consolidated Statements of Operations. Distributions that are identified as returns of capital are recorded as a reduction to the cost basis of the investment, whereas distributions identified as capital gains or losses are recorded as realized gains or losses. Income distributions from the joint ventures are recorded based on the Account’s proportional interest of the income distributed by the joint ventures. Income and losses incurred but not yet distributed or realized from the Account by the joint ventures are recorded as unrealized gains and losses.

*Real Estate Funds*—The Account has limited ownership interests in various private real estate funds. The Account records its contributions as increases to the investments, and distributions from the investments are treated as income within income from real estate funds in the Account’s Consolidated Statements of Operations. Distributions that are identified as returns of capital are recorded as a reduction to the cost basis of the investment, whereas distributions identified as capital gains or losses are recorded as realized gains or losses. Unrealized gains and losses are recorded based upon the changes in the net asset values of the real estate funds as determined from the financial statements of the real estate funds when received by the Account. Prior to the receipt of the financial statements from the real estate funds, the Account estimates the value of its interest using information provided by the limited partners. Changes in value based on such estimates are recorded by the Account as unrealized gains and losses.

*Real Estate Operating Business*—The Account has a non-controlling ownership interest in one real estate operating business. The Account records contributions into the business as increases to the cost basis of its investment. Distributions are characterized by the business as either income, capital gains, or return of capital. Distributions classified as income are presented within income from real estate operating businesses in the Account’s Consolidated Statements of Operations. Distributions identified as capital gains are presented as realized gains in the Account’s Consolidated Statements of Operations. Distributions identified as returns of capital are recorded as a reduction to the cost basis of the investment. Unrealized gains and losses are recorded based upon the changes in the fair value of the enterprise value of the business.

*Marketable Securities*—Transactions in marketable securities are accounted for as of the date the securities are purchased or sold (trade date). Interest income is recorded as earned. Dividend income is recorded on the ex-dividend date within dividend income. Dividends that are identified as returns of capital are recorded as a reduction to the cost basis of the investment, whereas dividends identified as capital gains or losses are recorded as realized gains or losses. Realized gains and losses on securities transactions are accounted for on the specific identification method.

*Loans Receivable*—The Account may originate, purchase or sell loans collateralized by real estate. The cost basis of originated loans is comprised of the principal balance and direct costs incurred that represent a component of loan’s reported fair value. The cost basis of purchased loans consists of the purchase price of the loan and additional direct costs incurred that represent a component of the loan’s reported fair value. Additional costs incurred by the Account to originate or purchase loans that do not represent a component of a loan’s fair value are recorded as expenses in the period incurred. Nonrefundable origination fees paid by borrowers are recognized as interest income once all activities required to execute the loan are completed. Prepayment fees received from the payoff of loans in advance of their maturity date are recognized as interest income on the date the payoff occurs. Interest income from loans in accrual status is recognized based on the current coupon rate of the loans.

Interest income from loans in accrual status is recognized based on the current coupon rate of the loans. Interest income accruals are suspended when a loan becomes a non-performing loan, defined as a loan more than ninety days in arrears or at any point when management believes the full collection of principal is doubtful. Interest income on non-performing loans is recognized only as cash payments are received. Loans can be rehabilitated to normal accrual status once all past due interest has been collected and management believes the full collection of principal is likely.

*Realized and Unrealized Gains and Losses*—Realized gains and losses are recorded at the time an investment is sold or a distribution is received in relation to an investment sale from a joint venture or fund. Real estate and loan receivable transactions are accounted for as of the date on which the purchase or sale transactions close (settlement

date). The Account recognizes a realized gain on the sale of an investment to the extent that the contract sales price exceeds the cost-to-date of the investment being sold. A realized loss occurs when the cost-to-date exceeds the sales price. Realized gains and losses from partial sales of non-financial assets are recognized in accordance with ASC 610-20 - *Gains and Losses from the Derecognition of Nonfinancial Assets*. Realized gains and losses from the sale of financial assets are recognized in accordance with ASC 860 - *Transfers and Servicing*. Unrealized gains and losses are recorded as the fair values of the Account's investments are adjusted, and as discussed within the *Real Estate Joint Ventures*, *Real Estate Funds* and *Loans Receivable* sections above.

**Net Assets:** The Account's net assets as of the close of each valuation day are valued by taking the sum of:

- the value of the Account's cash; cash equivalents, and short-term and other debt instruments;
- the value of the Account's other securities and other non-real estate assets;
- the value of the individual real properties (based on the most recent valuation of that property) and other real estate-related investments owned by the Account;
- an estimate of the net operating income accrued by the Account from its properties, other real estate-related investments and non-real estate-related investments (including short-term marketable securities) since the end of the prior valuation day; and
- actual net operating income earned from the Account's properties, other real estate-related investments and non-real estate-related investments (but only to the extent any such item of income differs from the estimated income accrued for on such investments),

and then reducing the sum by liabilities held within the Account, including the daily investment management fee, administration and distribution fees, mortality and expense fee, liquidity guarantee fee, and certain other expenses attributable to operating the Account. Daily estimates of net operating income are adjusted to reflect actual net operating income on a monthly basis, at which time such adjustments (if any) are reflected in the Account's unit value.

After the end of every quarter, the Account reconciles the amount of expenses deducted from the Account (which is established in order to approximate the costs that the Account will incur) with the expenses the Account actually incurred. If there is a difference, the Account adds it to or deducts it from the Account in equal daily installments over the remaining days of the following quarter. Material differences may be repaid in the current calendar quarter. The Account's at-cost deductions are based on projections of Account assets and overall expenses, and the size of any adjusting payments will be directly affected by the difference between management's projections and the Account's actual assets or expenses.

**Variable Interest Entities:** Variable interests are financial relationships which expose a reporting entity to the risks and rewards of variability in the entity's assets and operations. When variable interests exist, they are subject to evaluation under the variable interest entity ("VIE") model if any one of the following four characteristics are present: a) the entity is insufficiently capitalized; b) the equity holders do not have power to control the activities that most significantly impact the entity's financial performance; c) the voting rights of the equity holders are not proportionate to their economic interests; or d) the equity holders are not exposed to the residual losses or benefits that would normally be associated with equity interests.

ASC 810 - *Consolidation* prohibits a reporting entity that qualifies as an investment company under ASC 946 - *Financial Services - Investment Companies* from consolidating an investee that is not an investment company. This scope exception does not apply to situations in which an investment company has an interest in another investment company. Accordingly, the Account's investments in other investment companies (e.g., real estate funds) are subject to evaluation under the VIE model.

The Account consolidates a VIE if it concludes that the Account is the primary beneficiary of the VIE. The primary beneficiary has both: a) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance; and b) the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. The following activities have been identified by the Account as having the most significant impact on a VIE's economic performance:

- control over the ability to acquire and dispose of investments held by the entity;

- the ability to kick out a managing entity without cause, either unilaterally or with a group of equity investors;
- the ability to modify the power of the managing entity without its consent; and
- control over the day-to-day decision making of the underlying investments

An equity investor in a VIE may not actively be involved in the significant activities (i.e., it may cede day-to-day decision making to a third party), but if the equity investor has approval rights or some other mechanism to retain ultimate control, the equity investor with these rights would be concluded as having power over the activity.

On a quarterly basis, the Account evaluates all involvements with VIEs, including any changes to governing powers of continuing VIEs. The consolidation status of VIEs may change as a result of such continued evaluation. At the reporting date, the Account was not deemed to be the primary beneficiary of any VIEs. Refer to *Note 7—Investments in Real Estate Funds* for additional detail.

**Cash and Cash Equivalents:** Cash and cash equivalents are balances held by the Account in bank deposit accounts which, at times, may exceed federally insured limits. The Account's management monitors these balances to mitigate the exposure of risk due to concentration and has not experienced any losses from such concentration.

**Other Assets and Other Liabilities:** Other assets and other liabilities consist of operating assets and liabilities utilized and held at each individual real estate property investment. Other assets consist of, amongst other items, cash, tenant receivables and prepaid expenses; whereas other liabilities primarily consist of security deposits. Other assets also include cash collateral held for securities on loan.

**Federal Income Taxes:** Based on provisions of the Internal Revenue Code, Section 817, the Account is taxed as a segregated asset account of TIAA and as such, the Account incurs no material federal income tax attributable to the net investment activity of the Account. The Account's federal income tax return is generally subject to examination for a period of three years after filed. State and local tax returns may be subject to examination for an additional period of time depending on the jurisdiction. Management has analyzed the Account's tax positions taken for all open federal income tax years and has concluded that no provision for federal income tax is required in the Account's Consolidated Financial Statements.

**Restricted Cash:** The Account held restricted cash in escrow accounts for security deposits, as required by certain states, as well as property taxes, insurance, and various other property related matters as required by certain creditors related to outstanding loans payable collateralized by certain real estate investments. These amounts are recorded within other assets on the Consolidated Statements of Assets and Liabilities. See *Note 9—Loans Payable* for additional information regarding the Account's outstanding loans payable.

**Changes in Net Assets:** Premiums include premiums paid by existing accumulation unit holders in the Account and transfers into the Account. Withdrawals and death benefits include withdrawals out of the Account which include transfers out of the Account and required minimum distributions.

**Due to/from Investment Manager:** Due to/from investment manager represents amounts that are to be paid or received by TIAA on behalf of the Account. Amounts generally are paid or received by the Account within one or two business days and no interest is contractually charged on these amounts.

**Securities Lending:** The Account may lend securities to qualified borrowers to earn additional income. The Account receives cash collateral against the loaned securities and maintains cash collateral in an amount not less than 100% of the market value of loaned securities during the period of the loan; any additional collateral required due to changes in security values is delivered to the Account the next business day. Cash collateral received by the Account is invested exclusively in an interest-bearing deposit account. The value of the loaned securities and the liability to return the cash collateral received are reflected in the Consolidated Statements of Assets and Liabilities. When loaning securities, the Account retains the benefits of owning the securities, including the economic equivalent of dividends or interest generated by the securities. All income generated by the securities lending program is reflected within interest income on the Consolidated Statements of Operations.

Securities lending transactions are for real-estate related equity securities, and the resulting loans are continuous, can be recalled at any time, and have no set maturity. Securities lending income recognized by the Account consists of interest earned on cash collateral and lending fees, net of any rebates to the borrower and compensation to the agent. Such income is reflected within interest income on the Consolidated Statements of Operations. In lending its securities, the Account bears the market risk with respect to the investment of collateral and the risk that the agent may default on its contractual obligations to the Account. The agent bears the risk that the borrower may default on its obligation to return the loaned securities as the agent is contractually obligated to indemnify the Account if at the time of a default by a borrower some or all of the loan securities have not been returned.

**Foreign Currency Forwards**—The Account uses foreign currency forward contracts to manage foreign currency exchange rate risk related to foreign currency-denominated investments. Foreign currency forward contracts are recorded at fair value and are reflected in Other assets or liabilities on the Consolidated Statements of Assets and Liabilities. The fair value of foreign currency forward contracts is determined using the prevailing forward exchange rate which is derived from quotes provided by an independent pricing source.

**Recent Accounting Pronouncements:** In July 2021, the FASB issued ASU 2021-05—Leases (Topic 842): Lessors—Certain Leases with Variable Lease Payments (“ASU 2021-05”). The amendments in ASU 2021-05 amend the lease classification requirements for lessors to align them with practice under Topic 840. Lessors should classify and account for a lease with variable lease payments that do not depend on a reference index or a rate as an operating lease if certain criteria are met. When a lease is classified as operating, the lessor does not recognize a net investment in the lease, does not derecognize the underlying asset, and, therefore, does not recognize a selling profit or loss. The amendments are effective for fiscal years beginning after December 15, 2021, for all entities, and interim periods within those fiscal years for public business entities. Entities that have adopted Topic 842 before the issuance date of ASU 2016-05 have the option to apply the amendments either (1) retrospectively to leases that commenced or were modified on or after the adoption of Update 2016-02 or (2) prospectively to leases that commence or are modified on or after the date that an entity first applies the amendments. Management adopted the guidance and it did not have a material impact to the Account.

In March 2020, the FASB issued ASU 2020-04, Facilitation of the Effects of Reference Rate Reform on Financial Reporting (“ASU 2020-04”). The guidance provides optional expedients and exceptions for applying generally accepted accounting principles to contract modifications and hedging relationships, subject to meeting certain criteria, that reference the London Interbank Offered Rate (“LIBOR”) or another reference rate expected to be discontinued. In December 2022, the FASB issued ASU 2022-06, Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848 (“ASU 2022-06”). The amendments in ASU 2022-06 extend the period of time preparers can utilize the reference rate reform relief guidance. ASU 2022-06 is effective for all entities upon issuance. To ensure the relief in Topic 848 covers the period of time during which a significant number of modifications may take place, the ASU defers the sunset date of Topic 848 from December 31, 2022, to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. Management does not expect the guidance to have a material impact to the Account.

## **Note 2—Related Party Transactions**

Investment management, administrative and distribution services are provided to the Account at cost by TIAA. Services provided at cost are paid by the Account on a daily basis based upon projected expenses to be provided to the Account. Payments are adjusted periodically to ensure daily payments are as close as possible to the Account’s actual expenses incurred. Differences between actual expenses and the amounts paid by the Account are reconciled and adjusted quarterly.

Investment management services for the Account are provided by TIAA officers, under the direction and control of the Board, pursuant to investment management procedures adopted by TIAA for the Account. TIAA’s investment management guidelines for the Account are subject to review by the Account’s independent fiduciary. TIAA also provides various portfolio accounting and related services for the Account.

Part of TIAA’s compensation for provision of at cost investment management services to the Account includes reimbursement of costs incurred by TIAA to manage certain of the Account’s joint ventures. Such joint ventures also reimburse the Account directly in its capacity as general partner or managing member (collectively, the “GP”)

of the joint venture in the form of an asset management fee for GP-related services provided by the Account, and such fee is based on a percentage of the fair market value of the underlying properties held in the joint venture.

The Account is a party to a distribution agreement for the contracts issued by TIAA and funded by the Account, dated January 1, 2008 (the "Distribution Agreement"), by and among TIAA, for itself and on behalf of the Account, and TIAA-CREF Individual and Institutional Services, LLC ("Services"), a wholly-owned subsidiary of TIAA, a registered broker-dealer and a member of the Financial Industry Regulatory Authority. Pursuant to the Distribution Agreement, Services performs distribution services for the Account which include, among other things, (i) distribution of annuity contracts issued by TIAA and funded by the Account, (ii) advising existing annuity contract owners in connection with their accumulations and (iii) helping employers implement and manage retirement plans. In addition, TIAA performs administrative functions for the Account, which include, among other things, (i) maintaining accounting records and performing accounting services, (ii) receiving and allocating premiums, (iii) calculating and making annuity payments, (iv) processing withdrawal requests, (v) providing regulatory compliance and reporting services, (vi) maintaining the Account's records of contract ownership and (vii) otherwise assisting generally in all aspects of the Account's operations. Both distribution services (pursuant to the Distribution Agreement) and administrative services are provided to the Account by Services and TIAA, as applicable, on an at cost basis. The Distribution Agreement is terminable by either party upon 60 days written notice and terminates automatically upon any assignment thereof.

In addition to providing the services described above, TIAA charges the Account fees to bear certain mortality and expense risks and risks with providing the liquidity guarantee. These fees are charged as a percentage of the net assets of the Account. Rates for these fees are established annually.

Once an Account participant begins receiving lifetime annuity income benefits, payment levels cannot be reduced as a result of the Account's actual mortality experience. As such, mortality and expense risk are contractual charges for TIAA's assumption of this risk.

TIAA provides the Account with a liquidity guarantee enabling the Account to have funds available to meet contract owner redemption, transfer or cash withdrawal requests. The liquidity guarantee is required by the New York State Department of Financial Services and is subject to a prohibited transaction exemption that the Account received in 1996 (96-76) from the U.S. Department of Labor (the "PTE 96-76"). The Account pays TIAA for the risk associated with providing the liquidity guarantee through a daily deduction from the Account's net assets. Whether the liquidity guarantee is exercised is based on the cash level of the Account from time to time, as well as recent contract owner withdrawal activity and the Account's expected working capital, debt service and cash needs, and subject to the oversight of the independent fiduciary. If the Account cannot fund contract owner withdrawal or redemption requests from the Account's own cash flow and liquid investments, TIAA will fund them by purchasing accumulation units issued by the Account (accumulation units that are purchased by TIAA are generally referred to as "liquidity units"). TIAA guarantees that contract owners can redeem their accumulation units at the accumulation unit value next determined after their transfer or cash withdrawal request is received in good order. Liquidity units owned by TIAA are valued in the same manner as accumulation units owned by the Account's contract owners. The independent fiduciary, which has the right to adjust the percentage of total accumulation units that TIAA's ownership should not exceed (the "trigger point"), has established the trigger point at 45% of the outstanding accumulation units.

Expenses for the services and fees described above are identified as such in the accompanying Consolidated Statements of Operations and are identified as "Expenses" in *Note 12—Financial Highlights*.

The independent fiduciary, which has the right to adjust the trigger point, has established the trigger point at 45% of the outstanding accumulation units and it will continue to monitor TIAA's ownership interest in the Account and provide further recommendations as necessary.

The Account has loans receivable outstanding with related parties as of December 31, 2022. One loan is with a joint venture partner and the others are with joint ventures in which the Account also has an equity interest. The loans are held at fair value in accordance with the valuation policies described in *Note 1—Organization and Significant Accounting Policies*. The following table presents the key terms of the loans as of the reporting date (in millions):

Principal		Related Party	Equity Ownership Interest	Interest Rate	Maturity Date	Fair Value at	
2022	2021					December 31, 2022	December 31, 2021
\$ 36.5	\$ 36.5	MRA Hub 34 Holding, LLC	95.00%	2.50% + LIBOR	9/1/2023	\$ 36.5	\$ 36.5
0.5	0.5	MRA 34 LLC	—%	3.75% + LIBOR	8/23/2023	0.5	0.5
32.8	32.8	THP Student Housing, LLC	97.00%	3.20%	9/1/2024	32.9	32.9
<b>TOTAL LOANS RECEIVABLE WITH RELATED PARTIES</b>						<b>\$ 69.9</b>	<b>\$ 69.9</b>

### Note 3—Concentration Risk

Concentrations of risk may arise when a number of properties are located in a similar geographic region such that the economic conditions of that region could impact tenants' obligations to meet their contractual obligations or cause the values of individual properties to decline. Additionally, concentrations of risk may arise if any one tenant comprises a significant amount of the Account's rent, or if tenants are concentrated in a particular industry.

As of December 31, 2022, the Account had no significant concentrations of tenants as no single tenant had annual contract rent that made up more than 4% of the rental income of the Account. Moreover, the Account's tenants have no notable concentration present in any one industry.

The Account's wholly-owned real estate investments and investments in joint ventures are primarily located in the United States. The following table represents the diversification of the Account's portfolio by region and property type as of December 31, 2022:

Diversification by Fair Value <sup>(1)</sup>						
	West <sup>(2)</sup>	South <sup>(3)</sup>	East <sup>(4)</sup>	Midwest <sup>(5)</sup>	Foreign <sup>(6)</sup>	Total
Industrial	16.8 %	7.3 %	2.6 %	1.6 %	— %	28.3 %
Office	8.1 %	5.6 %	13.1 %	0.2 %	— %	27.0 %
Apartments	8.1 %	10.8 %	6.9 %	1.0 %	— %	26.8 %
Retail	3.6 %	5.3 %	2.7 %	0.7 %	— %	12.3 %
Other <sup>(7)</sup>	1.8 %	2.1 %	1.4 %	0.2 %	0.1 %	5.6 %
<b>Total</b>	<b>38.4 %</b>	<b>31.1 %</b>	<b>26.7 %</b>	<b>3.7 %</b>	<b>0.1 %</b>	<b>100.0 %</b>

<sup>(1)</sup> Wholly-owned properties are represented at fair value and gross of any debt, while joint venture properties are represented at the net equity value.

<sup>(2)</sup> Properties in the "West" region are located in: AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY

<sup>(3)</sup> Properties in the "South" region are located in: AL, AR, FL, GA, LA, MS, OK, TN, TX

<sup>(4)</sup> Properties in the "East" region are located in: CT, DC, DE, KY, MA, MD, ME, NC, NH, NJ, NY, PA, RI, SC, VA, VT, WV

<sup>(5)</sup> Properties in the "Midwest" region are located in: IA, IL, IN, KS, MI, MN, MO, ND, NE, OH, SD, WI

<sup>(6)</sup> Represents a developable land investment in Ireland.

<sup>(7)</sup> Represents interests in Storage Portfolio investments, a hotel investment and land.

### Note 4—Leases

The Account's wholly-owned real estate properties are leased to tenants under operating lease agreements which expire on various dates through 2051. Rental income is recognized in accordance with the billing terms of the lease agreements. The leases do not have material variable payments, material residual value guarantees or material restrictive covenants. Certain leases have the option to extend or terminate at the tenant's discretion, with termination options resulting in additional fees due to the Account. Aggregate minimum annual rentals for wholly-owned real estate investments owned by the Account through the non-cancelable lease term, excluding short-term residential leases, are as follows (millions):

	<b>For the Years Ending December 31,</b>
2023	\$ 689.0
2024	634.5
2025	556.9
2026	460.0
2027	362.0
Thereafter	1,276.1
<b>Total</b>	<b>\$ 3,978.5</b>

Certain leases provide for additional rental amounts based upon the recovery of actual operating expenses in excess of specified base amounts, sales volume or contractual increases as defined in the lease agreement. These contractual contingent rentals are not included in the table above.

The Account has ground leases for which the Account is the lessee. The leases do not contain material residual value guarantees or material restrictive covenants. The fair value of right-of-use assets and leases liabilities related to ground leases are reflected on the balance sheet within other assets and other liabilities, respectively.

The fair values and key terms of the right-of-use assets and lease liabilities related to the Account's ground leases are as follows (millions):

	<b>As of December 31, 2022</b>
<b>Assets:</b>	
Right-of-use assets, at fair value	\$ 43.3
<b>Liabilities:</b>	
Ground lease liabilities, at fair value	\$ 43.3
<b>Key Terms</b>	
Weighted-average remaining lease term (years)	69.9
Weighted-average discount rate <sup>(1)</sup>	7.51 %

<sup>(1)</sup> Discount rates are reflective of the rates utilized during the most recent appraisal of the associated real estate investments.

For the year ended December 31, 2022, operating lease costs related to ground leases were \$2.3 million. These costs include variable lease costs, which are immaterial. Aggregate future minimum annual payments for ground leases held by the Account are as follows (millions):

	<b>For the Years Ending December 31,</b>
2023	\$ 2.4
2024	2.4
2025	2.5
2026	2.5
2027	2.5
Thereafter	424.3
<b>Total</b>	<b>\$ 436.6</b>



## Note 5—Assets and Liabilities Measured at Fair Value on a Recurring Basis

**Valuation Hierarchy:** The Account's fair value measurements are grouped categorically into three levels, as defined by the FASB. The levels are defined as follows:

- Level 1 fair value inputs are quoted prices for identical items in active, liquid and visible markets such as stock exchanges.
- Level 2 fair value inputs are observable information for similar items in active or inactive markets, and appropriately consider counterparty creditworthiness in the valuations.
- Level 3 fair value inputs reflect our best estimate of inputs and assumptions market participants would use in pricing an asset or liability at the measurement date. The inputs are unobservable in the market and significant to the valuation estimate.

An asset or liability's categorization within the valuation hierarchy described above is based upon the lowest level of input that is significant to the fair value measurement. Real estate fund investments are excluded from the valuation hierarchy, as these investments are fair valued using their net asset value as a practical expedient since market quotations or values from independent pricing services are not readily available. See *Note 1—Organization and Significant Accounting Policies* for further discussion regarding the use of a practical expedient for the valuation of real estate funds.

The following tables show the major categories of assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 and 2021, using unadjusted quoted prices in active markets for identical assets (Level 1); significant other observable inputs (Level 2); significant unobservable inputs (Level 3); and Practical Expedient (millions):

Description	Level 1: Quoted Prices in Active Markets for Identical Assets	Level 2: Significant Other Observable Inputs	Level 3: Significant Unobservable Inputs	Fair Value Using Practical Expedient	Total at December 31, 2022
Real estate properties	—	—	20,444.0	—	20,444.0
Real estate joint ventures	—	—	7,103.6	—	7,103.6
Real estate funds	—	—	—	893.4	893.4
Real estate operating business	—	—	641.9	—	641.9
Marketable securities:					
U.S. government agency notes	—	902.9	—	—	902.9
Foreign government agency notes	—	16.9	—	—	16.9
U.S. treasury securities	—	574.0	—	—	574.0
Corporate bonds	—	536.4	—	—	536.4
Loans receivable <sup>(1)</sup>	—	—	1,488.6	—	1,488.6
<b>Total Investments at December 31, 2022</b>	<b>\$ —</b>	<b>\$ 2,030.2</b>	<b>\$ 29,678.1</b>	<b>\$ 893.4</b>	<b>\$ 32,601.7</b>
Loans payable	\$ —	\$ —	\$ (2,069.7)	\$ —	\$ (2,069.7)
Other unsecured debt	\$ —	\$ (453.1)	\$ (500.0)	\$ —	\$ (953.1)

Description	Level 1: Quoted Prices in Active Markets for Identical Assets	Level 2: Significant Other Observable Inputs	Level 3: Significant Unobservable Inputs	Fair Value Using Practical Expedient	Total at December 31, 2021
Real estate properties	\$ —	\$ —	\$ 18,903.9	\$ —	\$ 18,903.9
Real estate joint ventures	—	—	7,175.9	—	7,175.9
Real estate funds	—	—	—	811.5	811.5
Real estate operating business	—	—	326.3	—	326.3
Marketable securities:					
U.S. government agency notes	—	864.1	—	—	864.1
Foreign government agency notes	—	7.6	—	—	7.6
U.S. treasury securities	—	784.3	—	—	784.3
Corporate bonds	—	551.8	—	—	551.8
Municipal bonds	—	—	—	—	—
Loans receivable <sup>(1)</sup>	—	—	1,492.6	—	1,492.6
<b>Total Investments at December 31, 2021</b>	<b>\$ —</b>	<b>\$ 2,207.8</b>	<b>\$ 27,898.7</b>	<b>\$ 811.5</b>	<b>\$ 30,918.0</b>
Loans payable	\$ —	\$ —	\$ (2,380.5)	\$ —	\$ (2,380.5)
Line of credit	\$ —	\$ —	\$ (500.0)	\$ —	\$ (500.0)

<sup>(1)</sup> Includes loans receivable with related parties.

The following tables show the reconciliation of the beginning and ending balances for assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the years ended December 31, 2022 and 2021 (millions):

	Real Estate Properties	Real Estate Joint Ventures	Real Estate Operating Business	Loans Receivable <sup>(3)</sup>	Total Level 3 Investments	Loans Payable	Line of Credit	Other Unsecured Debt
<b>For the year ended December 31, 2022</b>								
Beginning balance January 1, 2022	\$ 18,903.9	\$ 7,175.9	\$ 326.3	\$ 1,492.6	\$ 27,898.7	\$ (2,380.5)	\$ (500.0)	\$ —
Total realized and unrealized (losses) gains included in changes in net assets	1,286.3	83.9	212.2	(115.7)	1,466.7	116.9	—	—
Purchases <sup>(1)</sup>	873.8	640.9	103.4	366.6	1,984.7	(24.1)	—	(500.0)
Sales <sup>(4)</sup>	(620.0)	—	—	—	(620.0)	—	—	—
Settlements <sup>(2)</sup>	—	(797.1)	—	(254.9)	(1,052.0)	218.0	500.0	—
Ending balance December 31, 2022	<u>\$ 20,444.0</u>	<u>\$ 7,103.6</u>	<u>\$ 641.9</u>	<u>\$ 1,488.6</u>	<u>\$ 29,678.1</u>	<u>\$ (2,069.7)</u>	<u>\$ —</u>	<u>\$ (500.0)</u>

	Real Estate Properties	Real Estate Joint Ventures	Real Estate Operating Business	Loans Receivable <sup>(3)</sup>	Total Level 3 Investments	Loans Payable	Line of Credit
<b>For the year ended December 31, 2021</b>							
Beginning balance January 1, 2021	\$ 16,476.7	\$ 6,128.9	\$ 250.0	\$ 1,562.6	\$ 24,418.2	\$ (2,411.4)	\$ —
Total realized and unrealized gains (losses) included in changes in net assets	2,466.2	844.3	74.9	8.6	3,394.0	12.2	—
Purchases <sup>(1)</sup>	881.9	899.6	1.4	326.7	2,109.6	(188.9)	(500.0)
Sales <sup>(4)</sup>	(920.9)	—	—	(294.5)	(1,215.4)	—	—
Settlements <sup>(2)</sup>	—	(696.9)	—	(110.8)	(807.7)	207.6	—
Ending balance December 31, 2021	<u>\$ 18,903.9</u>	<u>\$ 7,175.9</u>	<u>\$ 326.3</u>	<u>\$ 1,492.6</u>	<u>\$ 27,898.7</u>	<u>\$ (2,380.5)</u>	<u>\$ (500.0)</u>

(1) Includes purchases, contributions for joint ventures, capital expenditures, lending for loans receivable, assumption of loans payable and term loan borrowings.

(2) Includes operating income for real estate joint ventures net of distributions, payments of loans receivable, and payments of loans payable and line of credit.

(3) Includes loans receivable with related parties.

(4) Real estate properties amount shown is inclusive of post closing realized losses.

The following table shows quantitative information about unobservable inputs related to the Level 3 fair value measurements as of December 31, 2022.

Type	Asset Class	Valuation Technique(s)	Unobservable Inputs <sup>(1)</sup>	Range (Weighted Average)
Real Estate Properties and Joint Ventures	Office	Income Approach—Discounted Cash Flow	Discount Rate	6.0%–9.0% (7.1%)
			Terminal Capitalization Rate	4.8%–8.5% (5.8%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	4.3%–8.0% (5.4%)
	Industrial	Income Approach—Discounted Cash Flow	Discount Rate	5.8% - 8.0% (6.6%)
			Terminal Capitalization Rate	4.3% - 7.0% (5.0%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	1.8% - 6.0% (4.3%)
	Residential	Income Approach—Discounted Cash Flow	Discount Rate	5.5% - 7.0% (6.1%)
			Terminal Capitalization Rate	4.3% - 5.8% (4.7%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	3.5% - 5.0% (4.1%)
	Retail	Income Approach—Discounted Cash Flow	Discount Rate	6.0% - 11.5% (7.3%)
			Terminal Capitalization Rate	5.3% - 8.8% (6.0%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	4.5% - 8.5% (5.4%)
	Hotel	Income Approach—Discounted Cash Flow	Discount Rate	10.0%
			Terminal Capitalization Rate	8.0%
		Income Approach—Direct Capitalization	Overall Capitalization Rate	7.5%
Real Estate Operating Business		Income Approach—Discounted Cash Flow	Discount Rate	9.8%
			Terminal Growth Rate	7.0%
		Market Approach	EBITDA Multiple	31.3x
Loans Receivable, including those with related parties	Office	Discounted Cash Flow	Loan-to-Value Ratio	40.0% - 105.0% (69.7%)
			Equivalency Rate	5.5% - 13.2% (8.7%)
	Industrial	Discounted Cash Flow	Loan-to-Value Ratio	49.5% - 66.0% (57.8%)
			Equivalency Rate	5.3% - 9.8% (6.4%)

Type	Asset Class	Valuation Technique(s)	Unobservable Inputs <sup>(1)</sup>	Range (Weighted Average)
Loans Payable	Residential	Discounted Cash Flow	Loan-to-Value Ratio	36.4% - 76.1% (45.4%)
			Equivalency Rate	5.5% - 8.6% (7.0%)
	Retail & Hospitality	Discounted Cash Flow	Loan-to-Value Ratio	54.9% - 104.5% (80.1%)
			Equivalency Rate	7.3% - 18.2% (10.2%)
	Office	Discounted Cash Flow	Loan-to-Value Ratio	35.4% - 64.3% (48.7%)
			Equivalency Rate	3.7% - 7.0% (6.0%)
		Net Present Value	Loan-to-Value Ratio	35.4% - 64.3% (48.7%)
			Weighted Average Cost of Capital Risk Premium Multiple	1.1 - 1.3 (1.2)
	Industrial	Discounted Cash Flow	Loan-to-Value Ratio	27.8% - 37.0% (31.4%)
			Equivalency Rate	5.7% - 6.1% (5.9%)
		Net Present Value	Loan-to-Value Ratio	27.8% - 37.0% (31.4%)
			Weighted Average Cost of Capital Risk Premium Multiple	1.1 - 1.1 (1.1)
	Residential	Discounted Cash Flow	Loan-to-Value Ratio	24.8% - 66.4% (39.0%)
			Equivalency Rate	5.6% - 6.4% (6.0%)
		Net Present Value	Loan-to-Value Ratio	24.8% - 66.4% (39.0%)
			Weighted Average Cost of Capital Risk Premium Multiple	1.1 - 1.3 (1.1)
	Retail	Discounted Cash Flow	Loan-to-Value Ratio	44.8% - 74.6% (47.2%)
			Equivalency Rate	5.5% - 6.3% (5.7%)
		Net Present Value	Loan-to-Value Ratio	44.8% - 74.6% (47.2%)
			Weighted Average Cost of Capital Risk Premium Multiple	1.1 - 1.3 (1.2)

The following table shows quantitative information about unobservable inputs related to the Level 3 fair value measurements as of December 31, 2021.

Type	Asset Class	Valuation Technique(s)	Unobservable Inputs <sup>(1)</sup>	Range (Weighted Average)
Real Estate Properties and Joint Ventures	Office	Income Approach—Discounted Cash Flow	Discount Rate	5.8%–9.5% (6.6%)
			Terminal Capitalization Rate	4.5%–8.5% (5.5%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	4.0%–8.0% (5.0%)
	Industrial	Income Approach—Discounted Cash Flow	Discount Rate	5.0% - 8.3% (6.0%)
			Terminal Capitalization Rate	4.0% - 6.8% (4.6%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	2.5% - 6.5% (4.0%)
	Residential	Income Approach—Discounted Cash Flow	Discount Rate	5.3% - 7.3% (5.9%)
			Terminal Capitalization Rate	4.0% - 5.8% (4.5%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	3.5% - 5.3% (4.0%)
	Retail	Income Approach—Discounted Cash Flow	Discount Rate	6.0% - 11.8% (7.0%)
			Terminal Capitalization Rate	5.0% - 9.5% (5.7%)
		Income Approach—Direct Capitalization	Overall Capitalization Rate	4.5% - 9.3% (5.2%)
	Hotel	Income Approach—Discounted Cash Flow	Discount Rate	9.8%
			Terminal Capitalization Rate	7.8%
		Income Approach—Direct Capitalization	Overall Capitalization Rate	7.3%

Type	Asset Class	Valuation Technique(s)	Unobservable Inputs <sup>(1)</sup>	Range (Weighted Average)	
Real Estate Operating Business		Income Approach—Discounted Cash Flow	Discount Rate	7.3%	
			Terminal Growth Rate	4.0%	
		Market Approach	EBITDA Multiple	21.6x	
Loans Receivable, including those with related parties	Office	Discounted Cash Flow	Loan-to-Value Ratio	41.9% - 94.7% (73.1%)	
			Equivalency Rate	2.4% - 9.5% (5.7%)	
	Industrial	Discounted Cash Flow	Loan-to-Value Ratio	29.9% - 71.3% (65.9%)	
			Equivalency Rate	4.3% - 5.1% (4.6%)	
	Residential	Discounted Cash Flow	Loan-to-Value Ratio	38.4% - 77.3% (49.1%)	
			Equivalency Rate	2.5% - 8.6% (5.0%)	
	Retail & Hospitality	Discounted Cash Flow	Loan-to-Value Ratio	59.8% - 79.8% (65.0%)	
			Equivalency Rate	3.5% - 6.9% (5.2%)	
	Loans Payable	Office	Discounted Cash Flow	Loan-to-Value Ratio	36.1% - 63.5% (45.8%)
			Equivalency Rate	1.8% - 3.7% (3.2%)	
		Net Present Value	Loan-to-Value Ratio	36.1% - 63.5% (45.8%)	
			Weighted Average Cost of Capital Risk Premium Multiple	1.2 - 1.4 (1.3)	
	Industrial	Discounted Cash Flow	Loan-to-Value Ratio	34.0% - 44.9% (38.3%)	
			Equivalency Rate	3.3% - 3.7% (3.4%)	
		Net Present Value	Loan-to-Value Ratio	34.0% - 44.9% (38.3%)	
			Weighted Average Cost of Capital	1.2 - 1.3 (1.3)	
	Residential	Discounted Cash Flow	Loan-to-Value Ratio	28.8% - 53.6% (40.0%)	
			Equivalency Rate	2.1% - 3.0% (2.8%)	
		Net Present Value	Loan-to-Value Ratio	28.8% - 53.6% (40.0%)	
			Weighted Average Cost of Capital Risk Premium Multiple	1.3 - 1.4 (1.3)	
	Retail	Discounted Cash Flow	Loan-to-Value Ratio	36.0% - 76.3% (46.0%)	
			Equivalency Rate	3.1% - 4.0% (3.5%)	
		Net Present Value	Loan-to-Value Ratio	36.0% - 76.3% (46.0%)	
			Weighted Average Cost of Capital Risk Premium Multiple	1.2 - 1.9 (1.4)	

<sup>(1)</sup> Equivalency Rate is defined as the prevailing market interest rate used to discount the contractual loan payments.

Significant increases (decreases) in any of those inputs in isolation would result in significantly lower (higher) fair value measurements, respectively.

*Line of Credit and Other Unsecured Debt:* The Account's line of credit and term loans are recorded at par as Management believes par approximates fair value due to the short-term nature of the credit facility.

During the years ended December 31, 2022 and 2021 there were no transfers between Levels 1, 2 or 3.

The amount of total net unrealized (losses) gains included in changes in net assets attributable to the change in net unrealized gains relating to Level 3 investments and loans payable using significant unobservable inputs still held as of the reporting date is as follows (millions):

	Real Estate Properties	Real Estate Joint Ventures	Real Estate Operating Business	Loans Receivable <sup>(1)</sup>	Total Level 3 Investments	Mortgage Loans Payable
For the year ended December 31, 2022	\$ 1,352.7	\$ 86.9	\$ 212.2	\$ (115.6)	\$ 1,536.2	\$ 116.9
For the year ended December 31, 2021	\$ 2,371.8	\$ 745.7	\$ 74.9	\$ 10.9	\$ 3,203.3	\$ 12.2

<sup>(1)</sup> Amount shown is reflective of loans receivable and loans receivable with related parties.

## Note 6—Investments in Joint Ventures

The Account owns interests in several real estate properties through joint ventures and receives distributions and allocations of profits and losses from the joint ventures based on the Account's ownership interest in those investments. Several of these joint ventures have loans payable collateralized by the properties owned by the aforementioned joint ventures. At December 31, 2022, the Account held investments in joint ventures with ownership interest percentages that ranged from 2.0% to 98.5%. Certain joint ventures are subject to adjusted distribution percentages when earnings in the investment reach a predetermined threshold.

A condensed summary of the gross financial position and results of operations of the combined joint ventures is shown below (millions):

	December 31,	
	2022	2021
<b>Assets</b>		
Real estate properties, at fair value	\$ 17,586.1	\$ 16,681.2
Other assets	759.7	684.9
Total assets	\$ 18,345.8	\$ 17,366.1
<b>Liabilities &amp; Equity</b>		
Mortgage notes payable and other obligations, at fair value	\$ 5,522.4	\$ 5,187.3
Other liabilities	15.7	240.7
Total liabilities	5,538.1	5,428.0
Total equity	12,807.7	11,938.1
Total liabilities and equity	\$ 18,345.8	\$ 17,366.1

	Years ended December 31,		
	2022	2021	2020
<b>Operating Revenue and Expenses</b>			
Revenues	\$ 1,159.3	\$ 1,040.5	\$ 1,021.6
Expenses	685.3	577.7	571.9
Excess of revenues over expenses	\$ 474.0	\$ 462.8	\$ 449.7

## Note 7—Investments in Real Estate Funds

The Account has ownership interests in real estate funds (each a “Fund”, and collectively the “Funds”). The Funds are setup as limited partnerships or entities similar to a limited partnership, and as such, meet the definition of a VIE as the limited partners collectively lack the power, through voting or similar rights, to direct the activities of the Fund that most significantly impact the Fund's economic performance. Management has determined that the Account is not the primary beneficiary for any of the Funds, as the Account lacks the power to direct the activities of each Fund that most significantly impact the respective Fund's economic performance, and the Account further lacks substantive kick-out rights to remove the entity with these powers. Refer to *Note 1—Organization and Significant Accounting Policies* for a description of the methodology used to determine the primary beneficiary of a VIE.

No financial support (such as loans or financial guarantees) was provided to the Funds during the year ended December 31, 2022. The Account is contractually obligated to make additional capital contributions in certain Funds in future years. These commitments are included in the maximum exposure to loss presented below.

The carrying amount and maximum exposure to loss relating to unconsolidated VIEs in which the Company holds a variable interest but is not the primary beneficiary were as follows at December 31, 2022 (in millions):

Fund Name	Carrying Amount	Maximum Exposure to Loss	Liquidity Provisions	Investment Strategy
<b>LCS SHIP Venture I, LLC</b> (90.0% Account Interest)	\$ 227.6	\$ 227.6	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2025.  The Account is permitted to sell or transfer its interest in the fund, subject to consent and approval of the manager.	To invest in senior housing properties.
<b>Veritas - Trophy VI, LLC</b> (90.4% Account Interest)	\$ 73.0	\$ 88.4	Redemptions prohibited prior to liquidation.  The Account is not permitted to sell or transfer its interest in the fund until August 2023. After this date, the Account can sell or transfer its interest in the fund with the consent and approval of the manager.	To invest in multi-family properties primarily in the San Francisco Bay and Los Angeles metropolitan statistical area ("MSA").
<b>SP V - II, LLC</b> (61.8% Account Interest)	\$ 102.5	\$ 112.5	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2023.  The Account is permitted to sell or transfer its interest in the fund, subject to consent and approval of the manager.	To invest in medical office properties in the U.S.
<b>Taconic New York City GP Fund, LP</b> (60.0% Account Interest)	\$ 24.7	\$ 28.9	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2024.  The Account is permitted to sell its interest in the fund, subject to consent and approval of the general partner.	To invest in real estate and real estate-related assets in the New York City MSA.
<b>Silverpeak NRE FundCo LLC</b> (90.0% Account Interest)	\$ 40.1	\$ 66.3	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2028.  The Account is permitted to sell its interest in the fund to qualified institutional investors, subject to consent and approval of the manager.	To invest in alternative real estate investments primarily in major U.S. metropolitan markets.

<b>IDR - Core Property Index Fund, LLC</b> <b>(1.2% Account Interest)</b>	\$	44.0	\$	44.0	Redemptions are permitted for a full calendar quarter and upon at least 90 days prior written notice, subject to fund availability.  The Account is permitted to sell its interest in the fund, subject to consent and approval of the manager.	To invest primarily in open-ended funds that fall within the NFI-ODCE Index and are actively managed.
<b>Townsend Group Value-Add Fund</b> <b>(99.0% Account Interest)</b>	\$	173.6	\$	258.3	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2027.  The Account is prohibited from transferring its interest in the fund without consent by the general partner, which can be withheld in their sole discretion	To invest in value-add real estate investment opportunities in the U.S. market.
<b>Flagler REA Healthcare Properties Partnership</b> <b>(90.0% Account Interest)</b>	\$	21.1	\$	22.3	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2025.  The Account is permitted to transfer its interest in the fund to a qualified institutional investor, subject to the right first offer by the partner, following the one year anniversary of the fund launch.	To acquire healthcare properties within the top 50 MSA's in the U.S.
<b>Grubb Southeast Real Estate Fund VI, LLC</b> <b>(66.7% Account Interest)</b>	\$	19.8	\$	19.8	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2026.  The Account is permitted to sell or transfer its interest in the fund with the consent and approval of the manager.	To acquire office investments across the Southeast.
<b>Silverpeak NRE FundCo 2 LLC</b> <b>(90.0% Account Interest)</b>	\$	82.6	\$	112.2	Redemptions prohibited prior to liquidation.  The Account is permitted to sell its interest in the fund to qualified institutional investors, subject to consent and approval of the manager.	To invest in value-add real estate investment opportunities in the top 25 major U.S. metropolitan markets.
<b>JCR Capital - REA Preferred Equity Parallel Fund</b> <b>(31.1% Account Interest)</b>	\$	54.7	\$	103.3	Redemptions prohibited prior to liquidation.  Liquidation estimated to begin no earlier than 2026.  The Account is prohibited from transferring its interest in the fund without consent by the general partner, which can be withheld in their sole discretion	To invest primarily in multi-family properties.
<b>Silverpeak NRE FundCo 3 LLC</b> <b>(90.0% Account Interest)</b>	\$	29.7	\$	99.7	Redemptions prohibited prior to liquidation.  The Account is permitted to sell its interest in the fund to qualified institutional investors, subject to consent and approval of the manager.	To invest in value-add real estate investment opportunities in the top 25 major U.S. metropolitan markets.
<b>Total</b>					<b>\$ 893.4</b>	<b>\$ 1,183.3</b>

## Note 8—Loans Receivable

The Account's loan receivable portfolio is primarily comprised of mezzanine loans secured by the borrower's indirect interest in commercial real estate. Mezzanine loans are subordinate to first mortgages on the underlying real estate collateral. The following property types represent the underlying real estate collateral for the Account's mezzanine loans (in millions):



	December 31, 2022			December 31, 2021		
	Principal Outstanding	Fair Value	% of Fair Value	Principal Outstanding	Fair Value	% of Fair Value
Office <sup>(1)</sup>	\$ 904.6	\$ 788.4	52.9 %	\$ 862.4	\$ 853.4	57.2 %
Apartments <sup>(1)</sup>	214.2	209.6	14.1 %	253.3	252.0	16.9 %
Industrial	131.6	130.6	8.8 %	161.4	161.3	10.8 %
Hotel	139.3	134.9	9.1 %	125.3	125.3	8.4 %
Retail	226.1	225.1	15.1 %	101.7	100.6	6.7 %
	<u>1,615.8</u>	<u>1,488.6</u>	<u>100.0 %</u>	<u>1,504.1</u>	<u>1,492.6</u>	<u>100.0 %</u>

<sup>(1)</sup> Includes loans receivable with related parties.

The Account monitors the risk profile of the loan receivable portfolio with the assistance of a third-party rating service that models the loans and assigns risk ratings based on inputs such as loan-to-value ratios, yields, credit quality of the borrowers, property types of the collateral, geographic and local market dynamics, physical condition of the collateral, and the underlying structure of the loans. Ratings for loans are updated monthly. Assigned ratings can range from AAA to C, with an AAA designation representing debt with the lowest level of credit risk and C representing a greater risk of default or principal loss. Loans that are more than 90 days past due are classified as delinquent and assigned a D rating. Mezzanine debt in good health is typically reflective of a risk rating in the B range (e.g., BBB, BB, or B), as these ratings reflect borrowers' having adequate financial resources to service their financial commitments, but also acknowledging that adverse economic conditions, should they occur, would likely impede on a borrowers' ability to pay.

All borrowers of loans rated C or higher are current as of December 31, 2022.

The following table presents the fair values of the Account's loan portfolio based on the risk ratings as of December 31, 2022, listed in order of the strength of the risk rating (from strongest to weakest):

	December 31, 2022			December 31, 2021		
	Number of Loans	Fair Value	% of Fair Value	Number of Loans	Fair Value	% of Fair Value
AA	—	—	— %	1	62.6	4.2 %
A+	1	—	— %	—	—	— %
A	2	130.6	8.8 %	4	248.5	16.6 %
A-	1	—	— %	—	—	— %
BBB+	3	191.0	12.8 %	—	—	— %
BBB	2	137.4	9.2 %	6	374.7	25.1 %
BBB-	1	47.5	3.2 %	—	—	— %
BB+	2	64.9	4.4 %	—	—	— %
BB	2	72.3	4.8 %	10	437.8	29.3 %
BB-	1	18.9	1.3 %	—	—	— %
B+	3	87.2	5.9 %	—	—	— %
B	2	72.5	4.9 %	5	144.3	9.7 %
B-	5	171.0	11.5 %	—	—	— %
CCC+	3	223.4	15.0 %	—	—	— %
CCC-	2	60.9	4.1 %	—	—	— %
CC	1	66.0	4.4 %	—	—	— %
C	1	75.1	5.0 %	2	154.8	10.4 %
NR <sup>(1)</sup>	3	69.9	4.7 %	3	69.9	4.7 %
	<u>35</u>	<u>1,488.6</u>	<u>100.0 %</u>	<u>31</u>	<u>1,492.6</u>	<u>100.0 %</u>

<sup>(1)</sup> "NR" designates loans not assigned an internal credit rating. As of December 31, 2022 and 2021, this is comprised of three loans with related parties. The loans are collateralized by equity interests in real estate investments.

## Note 9—Loans Payable

At December 31, 2022 and 2021, the Account had outstanding loans payable secured by the following properties (millions):

Property	Interest Rate and Payment Frequency <sup>(2)</sup>	Principal Amounts Outstanding as of December 31,		Maturity
		2022	2021	
Fusion 1560 <sup>(1)</sup>	3.42% paid monthly	\$ —	\$ 37.4	June 10, 2022
The Colorado <sup>(1)</sup>	3.69% paid monthly	—	84.7	November 1, 2022
The Legacy at Westwood <sup>(1)</sup>	3.69% paid monthly	—	43.2	November 1, 2022
Regents Court <sup>(1)</sup>	3.69% paid monthly	—	36.6	November 1, 2022
1001 Pennsylvania Avenue <sup>(2)</sup>	3.70% paid monthly	301.2	308.1	June 1, 2023
Biltmore at Midtown	3.94% paid monthly	36.4	36.4	July 5, 2023
Cherry Knoll	3.78% paid monthly	35.3	35.3	July 5, 2023
Lofts at SoDo	3.94% paid monthly	35.1	35.1	July 5, 2023
San Diego Office Portfolio <sup>(3)</sup>	1.50% + LIBOR paid monthly	58.2	51.4	August 9, 2023
Pacific City	2.10% + SOFR paid monthly	105.0	105.0	October 1, 2023
The Stratum <sup>(3)</sup>	2.25% + LIBOR paid monthly	\$ 40.4	\$ 39.8	May 9, 2024
Spring House Innovation Park <sup>(3)</sup>	1.25% + LIBOR paid monthly	52.3	40.5	July 9, 2024
1401 H Street NW	3.65% paid monthly	115.0	115.0	November 5, 2024
The District on La Frontera <sup>(2)</sup>	3.84% paid monthly	37.0	37.8	December 1, 2024
The District on La Frontera <sup>(2)</sup>	4.96% paid monthly	4.2	4.2	December 1, 2024
Circa Green Lake	3.71% paid monthly	52.0	52.0	March 5, 2025
Union - South Lake Union	3.66% paid monthly	57.0	57.0	March 5, 2025
Holly Street Village	3.65% paid monthly	81.0	81.0	May 1, 2025
Henley at Kingstowne <sup>(2)</sup>	3.60% paid monthly	67.7	69.1	May 1, 2025
32 South State Street	4.48% paid monthly	24.0	24.0	June 6, 2025
Vista Station Office Portfolio <sup>(2)</sup>	4.00% paid monthly	18.6	19.3	July 1, 2025
780 Third Avenue	3.55% paid monthly	150.0	150.0	August 1, 2025
780 Third Avenue	3.55% paid monthly	20.0	20.0	August 1, 2025
Reserve at Chino Hills <sup>(3)</sup>	1.50% + LIBOR paid monthly	72.5	68.2	August 9, 2025
Vista Station Office Portfolio <sup>(2)</sup>	4.20% paid monthly	41.9	42.9	November 1, 2025
Sixth & Main <sup>(3)</sup>	1.87% + LIBOR paid monthly	41.1	40.4	November 9, 2025
701 Brickell Avenue <sup>(2)</sup>	3.66% paid monthly	178.5	\$ 182.0	April 1, 2026
Marketplace at Mill Creek	3.82% paid monthly	39.6	39.6	September 11, 2027
Overlook at King of Prussia	3.82% paid monthly	40.8	40.8	September 11, 2027
Winslow Bay	3.82% paid monthly	25.8	25.8	September 11, 2027
1900 K Street, NW <sup>(2)</sup>	3.93% paid monthly	161.1	163.0	April 1, 2028
99 High Street	3.90% paid monthly	277.0	277.0	March 1, 2030
Total Principal Outstanding		\$ 2,168.7	\$ 2,362.6	
Fair Value Adjustment <sup>(4)</sup>		(99.0)	17.9	
Total Loans Payable		\$ 2,069.7	\$ 2,380.5	

(1) The principal amount of the outstanding debt was paid off during the year.

(2) The mortgage is adjusted monthly for principal payments.

(3) The loan is collateralized by a mezzanine loan receivable. The mezzanine loan receivable is collateralized by the property reflected within the table above.

(4) The fair value adjustment consists of the difference (positive or negative) between the principal amount of the outstanding debt and the fair value of the outstanding debt. See *Note 1-Organization and Significant Accounting Policies*.

Principal payment schedule on loans payable as of December 31, 2022 was as follows (in millions):

	<b>Amount</b>
2023	\$ 582.4
2024	257.6
2025	626.8
2026	170.2
2027	109.7
Thereafter	422.0
Total maturities	<u>\$ 2,168.7</u>

#### **Note 10—Credit Facility**

The Account has a credit agreement (the “Credit Agreement”) with a syndicate of third-party bank lenders, including JPMorgan Chase Bank, N.A., comprised of revolving credit loans ("Line of Credit" or "Revolving Credit Loans") up to \$500.0 million and up to \$500.0 million in term loans ("Term Loans"). The Account may use the proceeds of borrowings under the Credit Agreement for general organizational purposes in the ordinary course of business, including to finance certain real estate portfolio investments. The Account may prepay borrowings under the Credit Agreement at any time during the life of the loan without penalty.

The Account previously had a fully drawn \$500.0 million unsecured line of credit that was scheduled to mature on September 20, 2022, that was paid off and terminated concurrently with the Account entering into the Credit Agreement.

The Account may elect for each borrowing under the Credit Agreement to bear annual interest at an adjusted base rate ("ABR") or adjusted SOFR plus an applicable margin which is dependent on the leverage ratio of the Account. The applicable margin for adjusted SOFR Term Loans ranges from 1.00% to 1.50% and for ABR Term Loans ranges from 0.00% to 0.50%. The applicable margin for adjusted SOFR Revolving Credit Loans ranges from 0.875% to 1.30% and for ABR Revolving Credit Loans ranges from 0.00% to 0.30%. In addition, the Account pays facility fees ranging from 0.125% to 0.20%, depending on the leverage ratio of the Account, on the total revolving commitments (used and unused) under the Credit Agreement.

As of December 31, 2022, the Account was in compliance with all covenants required by the Credit Agreement.

The following table provides a summary of the key characteristics of the Credit Agreement as of December 31, 2022:

Current Balance - Line of Credit (in millions)	\$ —
Current Balance - Term Loans (in millions)	\$ 500.0
Maximum Capacity (in millions)	\$ 1,000.0
Inception Date	September 16, 2022
Revolving Commitment Termination and Term Loan Maturity Date	September 16, 2024
Extension Option <sup>(1)</sup>	Yes
ABR Revolving Credit Loans Interest Rate	ABR + Applicable Margin
ABR Term Loans Interest Rate	ABR + Applicable Margin
SOFR Revolving Credit Loans Interest Rate	Adjusted SOFR + Applicable Margin
SOFR Term Loans Interest Rate <sup>(3)</sup>	Adjusted SOFR + Applicable Margin
Facility Fee <sup>(2)</sup>	0.125% - 0.20% quarterly

<sup>(1)</sup> The Account has three options to extend the Commitment Termination Date for an additional twelve months each. The Account may also request additional funding, not to exceed \$500.0 million, at any time prior to the Commitment

Termination Date or the Term Loan Maturity Date; however, this request is subject to approval at the sole discretion of the lenders and is not guaranteed.

- (2) The Account is charged a fee on the Line of Credit, whether used or unused, which is determined based on the Account's loan-to-value ratio.
- (3) The weighted average interest rate for the period since inception through December 31, 2022 was 4.621%.

## Note 11—Senior Notes Payable

In June 2022, the Account entered into a note purchase agreement with certain qualified institutional investors. Under the note purchase agreement, the Account issued \$500.0 million of debt securities, in the form of Series A senior notes and Series B senior notes (the "Notes"). The Account may be obligated to repay the Notes at par, plus accrued and unpaid interest to, but not including, the date of repayment. The Account may also prepay the Notes in whole or in part at any time, or from time to time, at the Account's option at par plus accrued interest to the prepayment date and, if prepaid on or before 90 days prior to the applicable maturity date, a make-whole premium.

As of December 31, 2022, the Account was in compliance with all covenants required by the note purchase agreement.

The following table provides a summary of the key characteristics of the outstanding Notes, as of December 31, 2022:

	Principal (in millions)	Interest Rate	Maturity Date
<b>Series A</b>	\$ 300.0	3.24%	June 10, 2029
<b>Series B</b>	\$ 200.0	3.35%	June 10, 2032

## Note 12—Financial Highlights

Selected condensed financial information for an Accumulation Unit of the Account is presented below. Per Accumulation Unit data is calculated on average units outstanding.

	Years ended December 31,				
	2022	2021	2020	2019	2018
Per Accumulation Unit Data:					
Rental income	\$ 23.751	\$ 22.672	\$ 21.145	\$ 18.165	\$ 17.757
Real estate property level expenses	11.042	10.683	10.027	8.734	8.548
Real estate income, net	12.709	11.989	11.118	9.431	9.209
Other income	6.559	5.474	4.980	6.752	6.162
Total income	19.268	17.463	16.098	16.183	15.371
Expenses <sup>(1)</sup>	5.121	4.035	3.603	3.439	3.161
Investment income, net	14.147	13.428	12.495	12.744	12.210
Net realized and unrealized gain (loss) on investments and loans payable	28.011	64.615	(16.195)	10.262	6.877
Net increase (decrease) in Accumulation Unit Value	42.158	78.043	(3.700)	23.006	19.087
Accumulation Unit Value:					
Beginning of period	\$514.765	\$436.722	\$440.422	\$417.416	\$398.329
End of period	\$556.923	\$514.765	\$436.722	\$440.422	\$417.416
Total return	8.19 %	17.87 %	(0.84)%	5.51 %	4.79 %
Ratios to Average Net Assets:					
Expenses <sup>(1)</sup>	0.89 %	0.84 %	0.81 %	0.78 %	0.76 %
Investment income, net	2.45 %	2.82 %	2.85 %	2.90 %	2.95 %
Portfolio turnover rate:					

	Years ended December 31,				
	2022	2021	2020	2019	2018
Real estate properties <sup>(2)</sup>	5.6 %	7.6 %	7.1 %	7.8 %	11.8 %
Marketable securities <sup>(3)</sup>	4.7 %	— %	113.4 %	28.7 %	5.1 %
Accumulation Units outstanding at end of period (millions):	52.1	53.4	52.0	60.8	60.7
Net assets end of period (millions)	\$29,658.1	\$28,072.0	\$23,243.9	\$27,307.9	\$25,842.6

<sup>(1)</sup> Expense charges per Accumulation Unit and the Ratio of Expenses to average net assets reflect the year to date Account level expenses and exclude real estate property level expenses which are included in real estate income, net.

<sup>(2)</sup> Real estate investment portfolio turnover rate is calculated by dividing the lesser of purchases or sales of real estate property investments (including contributions to, or return of capital distributions received from, existing joint venture and Funds investments) by the average value of the portfolio of real estate investments held during the period.

<sup>(3)</sup> Marketable securities portfolio turnover rate is calculated by dividing the lesser of purchases or sales of securities, excluding securities having maturity dates at acquisition of one year or less, by the average value of the portfolio securities held during the period.

### Note 13—Accumulation Units

Changes in the number of Accumulation Units outstanding were as follows (in millions):

	Years ended December 31,		
	2022	2021	2020
Outstanding:			
Beginning of period	53.4	52.0	60.8
Credited for premiums	5.4	6.4	4.6
Annuity, other periodic payments, withdrawals and death benefits	(6.7)	(5.0)	(13.4)
End of period	52.1	53.4	52.0

### Note 14—Commitments and Contingencies

*Commitments*—As of December 31, 2022 and 2021, the Account had the following immediately callable commitments to purchase additional interests in its real estate funds or provide additional funding through its loan receivable investments (in millions):

	Commitment Expiration	December 31, 2022	December 31, 2021
<b>Real Estate Funds<sup>(1)</sup></b>			
Silverpeak NRE FundCo 3 LLC	06/2023	\$ 70.0	\$ —
SP V - II, LLC	08/2023	10.0	12.9
Veritas Trophy VI, LLC	08/2023	15.4	20.6
Taconic New York City GP Fund	11/2023	4.2	4.2
JCR Capital - REA Preferred Equity Parallel Fund	02/2024	48.6	75.3
Flagler - REA Healthcare Properties Partnership	02/2025	1.2	1.2
Townsend Group Value-Add Fund	12/2026	84.7	125.9
Silverpeak NRE FundCo LLC	12/2028	26.2	37.3
Silverpeak NRE FundCo 2 LLC	12/2029	29.6	43.7
		<b>\$ 289.9</b>	<b>\$ 321.1</b>

<b>Loans Receivable<sup>(2)</sup></b>			
BREP VIII Industrial Mezzanine	03/2022	\$ —	\$ 22.4
San Diego Office Portfolio Senior Loan	08/2022	—	6.8
San Diego Office Portfolio Mezzanine	08/2022	—	2.2
1330 Broadway Mezzanine	09/2022	—	10.9
311 South Wacker Mezzanine	03/2023	2.2	2.2

	<b>Commitment Expiration</b>	<b>December 31, 2022</b>	<b>December 31, 2021</b>
SCG Oakland Portfolio Mezzanine	03/2023	5.4	6.1
Five Oak Mezzanine	03/2023	1.5	1.6
MRA Hub 34 Holding, LLC	08/2023	1.5	1.5
Liberty Park Mezzanine	11/2023	2.6	2.6
Colony New England Hotel Portfolio Senior Loan	11/2023	3.6	14.1
Colony New England Hotel Portfolio Mezzanine	11/2023	1.2	4.7
Exo Apartments Mezzanine	01/2024	2.4	2.4
5 Points Towers Mezzanine	03/2024	—	4.2
The Stratum Senior Loan	05/2024	1.3	2.0
The Stratum Mezzanine	05/2024	0.4	0.7
Spring House Innovation Park Senior Loan	07/2024	23.4	38.0
Spring House Innovation Park Mezzanine	07/2024	7.8	12.7
Project Sonic Senior Loan	06/2025	3.9	—
Project Sonic Mezzanine	06/2025	1.3	—
One Biscayne Tower Senior Loan	07/2025	31.8	—
One Biscayne Tower Mezzanine	07/2025	10.6	—
The Reserve at Chino Hills	08/2025	12.7	20.0
735 Watkins Mill	08/2025	9.2	—
Sixth and Main Senior Loan	11/2025	6.2	6.9
Sixth and Main Mezzanine	11/2025	3.4	3.7
		<b>\$ 132.4</b>	<b>\$ 165.7</b>
<b>TOTAL COMMITMENTS</b>		<b>\$ 422.3</b>	<b>\$ 486.8</b>

- (1) Additional capital can be called during the commitment period at any time. The commitment period can only be extended by the manager with the consent of the Account. The commitment expiration date is reflective of the most recent signed agreement between the Account and the fund manager, including any side letter agreements.
- (2) Advances from the Account can be requested during the commitment period at any time. The commitment expiration date is reflective of the most recent signed agreement between the Account and the borrower, including any side letter agreements. Certain loans contain extension clauses on the term of the loan that do not require the Account's prior consent. If elected, the Account's commitment may be extended through the extension term.

**Contingencies**—In the normal course of business, the Account may be named, from time to time, as a defendant or may be involved in various legal actions, including arbitration, class actions and other litigation.

The Account establishes an accrual for all litigation and regulatory matters when it believes it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. Once established, accruals are adjusted, as appropriate, in light of additional information. The amount of loss ultimately incurred in relation to those matters may be higher or lower than the amounts accrued for those matters.

As of the date of this report, TIAA's management does not believe that the results of any such claims or litigation, individually or in the aggregate, will have a material effect on the Account's business, financial position or results of operations.

#### **Note 15—Subsequent Events**

In preparing these financial statements, Management has evaluated events and transactions for potential recognition or disclosure subsequent to December 31, 2022, through March 9, 2023, the date the financial statements were issued and determined there were no material events or transactions to disclose.

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

**REAL ESTATE PROPERTIES—68.9% and 67.3%**

Property Name	Location	Property Type	Fair Value at December 31,	
			2022	2021
River Ridge	Alabama	Retail	\$ 21.5	\$ 26.9
Riverchase Village	Alabama	Retail	33.8	34.9
Camelback Center	Arizona	Office	—	55.0
Empire Business Park (KBC)	Arizona	Land	4.3	—
Riverside 202 Industrial	Arizona	Industrial	48.3	33.3
101 Pacific Coast Highway	California	Office	96.5	95.3
200 Middlefield Road	California	Office	—	59.2
30700 Russell Ranch	California	Office	32.4	36.6
88 Kearny Street	California	Office	170.0	199.3
Allure at Camarillo	California	Apartment	76.6	71.6
Almond Avenue	California	Industrial	58.0	45.3
AmpliFi - Fullerton	California	Apartment	165.0	168.0
BLVD63	California	Apartment	—	161.0
Bridgepointe Shopping Center	California	Retail	121.0	121.0
Centre Pointe And Valley View	California	Industrial	99.3	83.3
Cerritos Industrial Park	California	Industrial	327.0	281.0
Charleston Plaza	California	Retail	—	72.1
Creekside Alta Loma	California	Apartment	113.0	114.0
Fairfield Tolenas	California	Industrial	77.5	—
Frontera Industrial Business Park	California	Industrial	189.3	181.4
Great West Industrial Portfolio	California	Industrial	502.0	402.0
Holly Street Village	California	Apartment	211.0 <sup>(1)</sup>	189.1 <sup>(1)</sup>
Larkspur Courts	California	Apartment	162.0	163.0
Northern CA RA Industrial Portfolio	California	Industrial	154.0	147.3
Oakmont IE West Portfolio	California	Industrial	288.0	244.0
Oceano at Warner Center	California	Apartment	—	103.0
Ontario Industrial Portfolio	California	Industrial	1,290.0	836.0
Ontario Mills Industrial Portfolio	California	Industrial	183.0	129.2
Otay Mesa Industrial Portfolio	California	Industrial	59.2	52.6
Pacific City	California	Retail	143.0 <sup>(1)</sup>	140.0 <sup>(1)</sup>
Rancho Cucamonga Industrial Portfolio	California	Industrial	226.0	164.0
Rancho del Mar	California	Apartment	116.3	107.9
Regents Court	California	Apartment	145.0	128.0 <sup>(1)</sup>
Southern CA RA Industrial Portfolio	California	Industrial	351.7	267.7
Stella	California	Apartment	170.9	164.9
Stevenson Point	California	Industrial	119.6	106.0
Terra House	California	Apartment	173.2	166.1
The Legacy at Westwood	California	Apartment	161.0	157.1 <sup>(1)</sup>
Westcreek	California	Apartment	73.0	65.5
West Lake North Business Park	California	Office	42.3	58.6
Westwood Marketplace	California	Retail	177.0	174.0
Wilshire Rodeo Plaza	California	Office	233.0	322.1
1600 Broadway	Colorado	Office	102.0	108.0
Central 64 Portfolio	Colorado	Industrial	49.0	—



**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Property Name	Location	Property Type	Fair Value at December 31,	
			2022	2021
South Denver Marketplace	Colorado	Retail	\$ —	\$ 69.5
Wilton Woods Corporate Campus	Connecticut	Office	35.4	73.7
5 West	Florida	Apartment	92.0	86.9
701 Brickell Avenue	Florida	Office	503.0 <sup>(1)</sup>	490.3 <sup>(1)</sup>
Boca Arbor Club	Florida	Apartment	102.0	80.2
Broward Industrial Portfolio	Florida	Industrial	86.7	82.2
Casa Palma	Florida	Apartment	128.1	109.1
Cypress Trace	Florida	Retail	41.5	37.9
Fusion 1560	Florida	Apartment	130.2	106.0 <sup>(1)</sup>
Lakepointe at Jacaranda	Florida	Apartment	74.1	59.8
Lofts at SoDo	Florida	Apartment	105.1 <sup>(1)</sup>	87.6 <sup>(1)</sup>
Market Square	Florida	Retail	24.3	21.9
Orion on Orpington	Florida	Apartment	64.6	64.4
Port St. Lucie	Florida	Industrial	215.2	55.2
Publix at Weston Commons	Florida	Retail	71.5	73.1
Seneca Industrial Park	Florida	Industrial	210.7	163.1
Shoppes At Lake Mary	Florida	Retail	20.3	20.5
Sole at Brandon	Florida	Apartment	122.0	99.9
Sole at City Center	Florida	Apartment	166.1	111.0
The Manor Apartments	Florida	Apartment	65.6	52.5
The Manor at Flagler Village	Florida	Apartment	166.3	140.1
The Residences at the Village of Merrick Park	Florida	Apartment	88.3	77.0
Weston Business Center	Florida	Industrial	104.4	97.2
Weston Business Center EF	Florida	Industrial	97.0	110.0
Ascent at Windward	Georgia	Apartment	114.3	92.6 <sup>(1)</sup>
Atlanta Industrial Portfolio	Georgia	Industrial	71.3	60.9
Biltmore at Midtown	Georgia	Apartment	96.6 <sup>(1)</sup>	82.8 <sup>(1)</sup>
Fayette Pavilion	Georgia	Retail	111.9	113.4
Glen Lake	Georgia	Apartment	88.9	69.7
Heritage Pavilion	Georgia	Retail	55.0	45.6
Hudson Woodstock	Georgia	Apartment	156.9	148.0
Marketplace At Mill Creek	Georgia	Retail	86.8 <sup>(1)</sup>	83.8 <sup>(1)</sup>
Shawnee Ridge Industrial Portfolio	Georgia	Industrial	187.0	132.1
32 South State Street	Illinois	Retail	41.0 <sup>(1)</sup>	42.9 <sup>(1)</sup>
803 Corday	Illinois	Apartment	129.4	120.0
Chicago CalEast Industrial Portfolio	Illinois	Industrial	127.7	103.0
Chicago Industrial Portfolio	Illinois	Industrial	54.4	46.6
Monee Development	Illinois	Land	5.7	—
Village Crossing	Illinois	Retail	148.3	153.8
Hendricks Gateway	Indiana	Industrial	108.0	115.0
Cherry Knoll	Maryland	Apartment	86.5 <sup>(1)</sup>	73.1 <sup>(1)</sup>
Landover Logistics Center	Maryland	Industrial	68.4	67.7
The Shops at Wisconsin Place	Maryland	Retail	74.4	73.5
350 Washington	Massachusetts	Retail	123.0	125.0
99 High Street	Massachusetts	Office	482.7 <sup>(1)</sup>	530.7 <sup>(1)</sup>



**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Property Name	Location	Property Type	Fair Value at December 31,	
			2022	2021
Fort Point Creative Exchange Portfolio	Massachusetts	Office	\$ 204.6	\$ 206.0
Northeast RA Industrial Portfolio	Massachusetts	Industrial	98.6	77.3
One Beeman Road	Massachusetts	Industrial	70.9	49.7
Orchards	Massachusetts	Apartment	57.7	—
Minneapolis Core Portfolio	Minnesota	Industrial	149.1	—
The Bridges	Minnesota	Apartment	63.8	69.2
The Knoll	Minnesota	Apartment	37.0	38.7
10 New Maple Avenue	New Jersey	Industrial	47.0	32.7
200 Milik Street	New Jersey	Industrial	76.2	75.4
Marketfair	New Jersey	Retail	90.5	96.1
South River Road Industrial	New Jersey	Industrial	265.5	198.3
21 Penn Plaza	New York	Office	284.0	312.5
780 Third Avenue	New York	Office	310.0 <sup>(1)</sup>	374.5 <sup>(1)</sup>
837 Washington Street	New York	Office	193.0	203.0
The Colorado	New York	Apartment	266.8	260.2 <sup>(1)</sup>
Alexander Place	North Carolina	Retail	40.4	40.4
Centric Gateway	North Carolina	Apartment	86.4	79.4
Winslow Bay Commons	North Carolina	Retail	49.9 <sup>(1)</sup>	49.0 <sup>(1)</sup>
The Cordelia	Oregon	Apartment	41.3	38.9
1619 Walnut Street	Pennsylvania	Retail	13.4	17.3
Overlook At King Of Prussia	Pennsylvania	Retail	54.7 <sup>(1)</sup>	53.5 <sup>(1)</sup>
Warwick Shopping Center	Rhode Island	Retail	—	12.5
Columbiana Station	South Carolina	Retail	46.9	48.2
Greene Crossing	South Carolina	Apartment	89.5	89.2
12 South	Tennessee	Apartment	38.6	—
Midway 840	Tennessee	Industrial	73.9	70.8
Pavilion at Turkey Creek	Tennessee	Retail	58.8	51.2
Southside at McEwen	Tennessee	Retail	52.5	47.9
Town and Country	Tennessee	Retail	38.2	33.2
3131 McKinney	Texas	Office	48.1	44.4
Carrington Park	Texas	Apartment	101.0	84.3
Chisolm Trail	Texas	Industrial	7.6	5.7
Churchill on the Park	Texas	Apartment	97.4	84.4
Cliffs at Barton Creek	Texas	Apartment	64.3	56.5
Dallas Industrial Portfolio	Texas	Industrial	371.8	333.0
Jackson Shaw Forward Portfolio: 46 Ranch	Texas	Industrial	77.7	—
Jackson Shaw Forward Portfolio: Centerpoint	Texas	Industrial	37.9	29.6
Jackson Shaw Forward Portfolio: Parc 20	Texas	Industrial	25.3	—
Lincoln Centre - Hilton Dallas	Texas	Hotel	87.6	98.1
Lincoln Centre	Texas	Office	543.7	538.7
Montecito Apartments	Texas	Apartment	54.7	53.4
Northwest Houston Industrial Portfolio	Texas	Industrial	97.8	88.3
Park 10 Distribution Center	Texas	Industrial	18.1	14.5
Park Creek Apartments	Texas	Apartment	59.7	54.0
Phoenician Apartments	Texas	Apartment	60.2	55.6

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Property Name	Location	Property Type	Fair Value at December 31,	
			2022	2021
Pinnacle Industrial Portfolio	Texas	Industrial	\$ 123.0	\$ 87.3
Pinto Business Park	Texas	Industrial	177.3	174.6
San Montego Apartments	Texas	Apartment	72.9	64.4
The District on La Frontera	Texas	Apartment	124.0 <sup>(1)</sup>	106.6 <sup>(1)</sup>
The Maroneal	Texas	Apartment	72.7	63.5
Vista Station Office Portfolio	Utah	Office	119.5 <sup>(1)</sup>	124.5 <sup>(1)</sup>
8270 Greensboro Drive	Virginia	Office	43.8	45.2
Ashford Meadows Apartments	Virginia	Apartment	141.0	122.4
Creeks At Virginia Center	Virginia	Retail	52.6	46.7
Henley at Kingstowne	Virginia	Apartment	129.0 <sup>(1)</sup>	129.2 <sup>(1)</sup>
Plaza America	Virginia	Retail	100.1	108.0
The Ellipse at Ballston	Virginia	Office	70.3	77.3
The Palatine	Virginia	Apartment	144.0	141.0 <sup>(1)</sup>
Circa Green Lake	Washington	Apartment	107.0 <sup>(1)</sup>	115.0 <sup>(1)</sup>
Northwest RA Industrial Portfolio	Washington	Industrial	70.7	57.9
Pacific Coast Corporate Park	Washington	Industrial	88.5	79.4
Prescott Wallingford Apartments	Washington	Apartment	84.1	86.5
Rainier Corporate Park	Washington	Industrial	249.0	210.9
Regal Logistics Campus	Washington	Industrial	187.0	161.0
Union - South Lake Union	Washington	Apartment	136.0 <sup>(1)</sup>	129.0 <sup>(1)</sup>
1001 Pennsylvania Avenue	Washington, D.C.	Office	702.4 <sup>(1)</sup>	811.2 <sup>(1)</sup>
1401 H Street, NW	Washington, D.C.	Office	218.0 <sup>(1)</sup>	228.5 <sup>(1)</sup>
1900 K Street, NW	Washington, D.C.	Office	327.6 <sup>(1)</sup>	336.0 <sup>(1)</sup>
Mass Court	Washington, D.C.	Apartment	160.2	157.2
The Ashton	Washington, D.C.	Apartment	27.8	29.2
The Louis	Washington, D.C.	Apartment	165.1	161.2
<b>(Cost \$14,323.2 and \$14,163.2)</b>			<b>\$ 20,444.0</b>	<b>\$ 18,903.9</b>

**REAL ESTATE JOINT VENTURES—24.0% and 25.6%**

Entity/Property Name	Account Interest	Location	Property Type	Fair Value at December 31,	
				2022	2021
TREA GM Industrial Road Owner LLC 150 Industrial Road	98.00%	California	Office	\$ —	\$ 151.3
ARE-SD Region No 39 LLC 9625 Towne Centre Drive	49.90%	California	Office	77.3	73.8
TREA Campus Pointe 1, LLC Campus Pointe 1	45.00%	California	Office	235.9	221.8
TREA Campus Pointe 2 & 3, LLC Campus Pointe 2 & 3	45.00%	California	Office	200.6	177.4
ARE SD Region No 47 LLC Campus Pointe 4	45.00%	California	Office	48.7	31.3
TREA Campus Pointe 5, LLC Campus Pointe 5	45.00%	California	Office	37.1	64.7
ARE-SD Regions No 58, LLC Campus Pointe 6	45.00%	California	Office	172.8	169.6
Colorado Center LP Colorado Center	2.00%	California	Office	13.0 <sup>(2)</sup>	377.3 <sup>(2)</sup>

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Entity/Property Name	Account Interest	Location	Property Type	Fair Value at December 31,	
				2022	2021
TREA JP Venture Fairfield LLC Fairfield Tolenas Development	95.00%	California	Industrial	\$ —	\$ 59.0
T-C Foundry Square II Venture LLC Foundry Square II	50.10%	California	Office	296.8	315.7
TREA The Forum at Carlsbad Investor Member The Forum at Carlsbad	50.00%	California	Retail	45.7 <sup>(2)</sup>	40.9 <sup>(2)</sup>
Valencia Town Center Associates LP Valencia Town Center	50.00%	California	Retail	4.9 <sup>(2)</sup>	51.5 <sup>(2)</sup>
TREA Florida Retail, LLC Florida Retail Portfolio	80.00%	Florida	Retail	131.7	128.2
West Dade County Associates Miami International Mall	50.00%	Florida	Retail	78.3 <sup>(2)</sup>	84.9 <sup>(2)</sup>
Florida Mall Associates Ltd The Florida Mall	50.00%	Florida	Retail	414.8 <sup>(2)</sup>	613.7 <sup>(2)</sup>
TREA MCC3 Investor Member LLC 735 Watkins Mill	50.00%	Maryland	Land	16.0	6.5
WP Project Developer LLC The Shops at Wisconsin Place	33.33%	Maryland	Retail	17.1	15.7
T-C 501 Boylston Street Venture LLC 501 Boylston	50.10%	Massachusetts	Office	179.8 <sup>(2)</sup>	192.2 <sup>(2)</sup>
One Boston Place REIT One Boston Place	50.25%	Massachusetts	Office	267.8	265.8
Fashion Show Holding I LLC Fashion Show	50.00%	Nevada	Retail	503.9 <sup>(2)</sup>	557.8 <sup>(2)</sup>
401 West 14th Associates LLC 401 West 14th Street	42.19%	New York	Retail	32.9 <sup>(2)</sup>	31.2 <sup>(2)</sup>
440 Ninth Avenue Holdings LLC 440 Ninth Avenue	88.52%	New York	Office	83.1 <sup>(2)</sup>	123.1 <sup>(2)</sup>
817 Broadway Holdings LLC 817 Broadway	61.46%	New York	Office	11.1 <sup>(2)</sup>	25.2 <sup>(2)</sup>
RGM 42 LLC MiMA	21.00%	New York	Apartment	51.7 <sup>(2)</sup>	114.7 <sup>(2)</sup>
MRA Hub 34 Holding LLC The Hub	95.00%	New York	Industrial	78.5 <sup>(2)</sup>	82.3 <sup>(2)</sup>
Crescent/TREA 101 North Tryon Venture LLC 101 North Tryon Street	85.00%	North Carolina	Office	49.3 <sup>(2)</sup>	47.4 <sup>(2)</sup>
NAP Birkdale, LLC Birkdale Village	93.00%	North Carolina	Retail	143.0 <sup>(2)</sup>	127.7 <sup>(2)</sup>
TREA The Row at the Stadium Investor Member The Row at the Stadium	98.50%	South Carolina	Apartment	60.0	58.7
West Town Mall Joint Venture West Town Mall	50.00%	Tennessee	Retail	225.0	116.6 <sup>(2)</sup>
Four Oaks Venture LP Four Oaks Place	51.00%	Texas	Office	348.8 <sup>(2)</sup>	347.4 <sup>(2)</sup>
FW I-35 Logistics Center LLC I-35 Logistics Center	95.00%	Texas	Industrial	53.3	50.6
TREA 4th and Madison Investor Member LLC Fourth and Madison	51.00%	Washington	Office	135.9 <sup>(2)</sup>	164.3 <sup>(2)</sup>
TREA Cane Bay Investor Member LLC Lennar MFPV Cane Bay Phase I	90.00%	South Carolina	Land	8.7	—
TREA Cave Creek Investor Member LLC Lennar MFPV Cave Creek	90.00%	Arizona	Land	17.3	—
TREA SV MOB Investor Member II LLC 355 West 52nd St	95.00%	New York	Office	45.5	—

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Entity/Property Name	Account Interest	Location	Property Type	Fair Value at December 31,	
				2022	2021
TREA Baytown 10 CC Investor Member LLC Archway Baytown Development	95.00%	Texas	Land	\$ 22.2	\$ —
TREA Conyers Investor Member LLC Lennar MFPV Emblem at Conyers	90.00%	Texas	Land	6.6	—
TREA Carson Station Investor Member LLC Carson South End Co-GP Development	75.00%	North Carolina	Land	30.8	—
Juniper MOB Investment Venture, LLC Juniper MOB Portfolio	50.00%	Various	Office	213.8 <sup>(3)</sup>	163.2 <sup>(3)</sup>
TREA SV MOB Investor Member LLC Seavest MOB Portfolio	98.30%	Various	Office	257.9 <sup>(2,3)</sup>	243.2 <sup>(2,3)</sup>
TREA Sun Venture LLC Sun SYNC Venture	95.00%	Various	Apartment	128.9 <sup>(2,3)</sup>	—
TREA SH Venture LLC Simpson Housing Portfolio	80.00%	Various	Apartment	768.9 <sup>(2,3)</sup>	689.2 <sup>(2,3)</sup>
Storage Portfolio I, LLC Storage Portfolio	66.02%	Various	Storage	230.6 <sup>(2,3)</sup>	161.8 <sup>(2,3)</sup>
Storage Portfolio II, LLC Storage Portfolio II	90.00%	Various	Storage	396.9 <sup>(2,3)</sup>	285.9 <sup>(2,3)</sup>
Storage Portfolio III JV LLC Storage Portfolio III	90.00%	Various	Storage	78.6 <sup>(3)</sup>	65.8 <sup>(3)</sup>
TREA Self Storage Investor Member IV LLC Storage Portfolio IV	90.00%	Various	Storage	517.6 <sup>(3)</sup>	389.2 <sup>(3)</sup>
TREA Self Storage Investor Member V LLC Storage Portfolio V	90.00%	Various	Storage	86.5 <sup>(3)</sup>	—
THP Student Housing, LLC THP Student Housing Portfolio	97.00%	Various	Apartment	248.6 <sup>(2,3)</sup>	249.4 <sup>(2,3)</sup>
TREA European Investment Holdco LP Castleforbes	51.00%	Foreign	Land	20.4 <sup>(4)</sup>	39.9 <sup>(4)</sup>
TREA European Investment Holdco LP Present Made	70.00%	Foreign	Other	9.0 <sup>(5)</sup>	—
<b>TOTAL REAL ESTATE JOINT VENTURES</b> (Cost \$5,738.1 and \$5,497.9)				<b>\$ 7,103.6</b>	<b>\$ 7,175.9</b>

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

**REAL ESTATE FUNDS—3.0% and 2.9%**

Fund Name	Account Interest	Fair Value at December 31,	
		2022	2021
LCS SHIP Venture I, LLC	90.00%	\$ 227.6	\$ 230.2
Townsend Group Value-Add Fund	99.00%	173.6	114.8
SP V - II, LLC	61.80%	102.5	102.3
Silverpeak NRE FundCo II LLC	90.00%	82.7	62.8
Veritas Trophy VI, LLC	90.40%	73.0	81.6
JCR Capital - REA Preferred Equity Parallel Fund	31.10%	54.7	25.5
IDR - Core Property Index Fund, LLC	1.20%	44.0	40.6
Silverpeak NRE FundCo LLC	90.00%	40.1	62.9
Silverpeak NRE REA FundCo III (LP)	90.00%	29.7	—
Taconic New York City GP Fund	60.00%	24.7	29.8
Flagler-REA Healthcare Properties Partnership	90.00%	21.1	26.5
Grubb Southeast Real Estate Fund VI, LLC	66.70%	19.7	34.5
<b>TOTAL REAL ESTATE FUNDS</b> (Cost \$787.7 and \$692.9)		\$ 893.4	\$ 811.5

**REAL ESTATE OPERATING BUSINESS—2.2% and 1.2%**

Fund Name	Account Interest	Fair Value at December 31,	
		2022	2021
Colony Zeus Partners LP	14.70%	\$ 641.9	\$ 326.3
<b>TOTAL REAL ESTATE OPERATING BUSINESS</b> (Cost \$355.0 and \$251.6)		\$ 641.9	\$ 326.3

**OTHER MARKETABLE SECURITIES—6.8% and 7.9%**

**U.S. GOVERNMENT AGENCY NOTES—3.0% and 3.1%**

Principal		Issuer	Yield <sup>(6)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021				2022	2021
\$ —	\$ 13.0	Federal Home Loan Bank Discount Notes	0.010%	1/3/2022	\$ —	\$ 13.0
—	4.0	Farmer Mac Discount Notes	0.010%	1/3/2022	—	4.0
—	28.5	Federal Home Loan Bank Discount Notes	0.010%	1/4/2022	—	28.5
—	123.3	Federal Home Loan Bank Discount Notes	0.005%-0.049%	1/5/2022	—	123.3
—	54.8	Federal Home Loan Bank Discount Notes	0.041%-0.046%	1/10/2022	—	54.8
—	25.0	Federal Home Loan Bank Discount Notes	0.005%-0.041%	1/12/2022	—	25.0
—	30.0	Federal Home Loan Bank Discount Notes	0.050%	1/20/2022	—	30.0
—	11.0	Federal Home Loan Bank Discount Notes	0.040%	1/21/2022	—	11.0
—	38.0	Federal Home Loan Bank Discount Notes	0.010%	1/28/2022	—	38.0
—	20.0	Federal Home Loan Bank Discount Notes	0.050%	2/4/2022	—	20.0
—	20.4	Federal Home Loan Bank Discount Notes	0.035%-0.050%	2/9/2022	—	20.4
—	6.3	Federal Home Loan Bank Discount Notes	0.020%-0.045%	2/16/2022	—	6.3
—	25.0	Federal Farm Credit Discount Notes	0.050%	2/16/2022	—	25.0
—	134.2	Federal Home Loan Bank Discount Notes	0.020%-0.051%	2/18/2022	—	134.2
—	25.1	Federal Home Loan Bank Discount Notes	0.050%	2/22/2022	—	25.1

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Principal		Issuer	Yield <sup>(6)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021				2022	2021
\$ —	\$ 50.0	Federal Home Loan Bank Discount Notes	0.050%	2/23/2022	\$ —	\$ 50.0
—	13.9	Federal Farm Credit Discount Notes	0.030%	2/25/2022	—	13.9
—	47.5	Farmer Mac Discount Notes	0.005%-1.752%	2/28/2022	—	47.5
—	12.5	Federal Farm Credit Discount Notes	0.040%	3/1/2022	—	12.5
—	50.0	Federal Home Loan Bank Discount Notes	0.040%	3/9/2022	—	50.0
—	35.0	Federal Farm Credit Discount Notes	0.040%	3/17/2022	—	35.0
—	28.0	Federal Home Loan Bank Discount Notes	0.051%-0.054%	4/1/2022	—	28.0
—	15.6	Federal Home Loan Bank Discount Notes	0.060%	4/8/2022	—	15.6
—	25.0	Federal Farm Credit Discount Notes	0.051%	4/8/2022	—	25.0
—	20.0	Federal Farm Credit Discount Notes	0.070%	5/11/2022	—	20.0
—	8.0	Federal Farm Credit Discount Notes	0.071%	5/23/2022	—	8.0
22.0	—	Farmer Mac Discount Notes	3.300%	1/3/2023	22.0	—
54.2	—	Federal Home Loan Bank Discount Notes	3.894%-4.061%	1/3/2023	54.2	—
25.0	—	Farmer Mac Discount Notes	3.950%	1/3/2023	25.0	—
84.4	—	Federal Home Loan Bank Discount Notes	3.712%-4.081%	1/4/2023	84.4	—
6.0	—	Federal Farm Credit Discount Notes	4.020%	1/4/2023	6.0	—
45.4	—	Federal Home Loan Bank Discount Notes	3.915%-4.103%	1/5/2023	45.4	—
43.5	—	Federal Home Loan Bank Discount Notes	4.063%-4.155%	1/6/2023	43.5	—
7.5	—	Federal Farm Credit Discount Notes	4.110%	1/6/2023	7.5	—
54.0	—	Federal Farm Credit Discount Notes	2.692%-4.118%	1/9/2023	54.0	—
1.3	—	Federal Home Loan Bank Discount Notes	4.140%	1/9/2023	1.3	—
25.0	—	Tennessee Valley Authority Discount Notes	4.050%	1/11/2023	25.0	—
50.0	—	Federal Home Loan Bank Discount Notes	2.640%	1/11/2023	50.0	—
64.9	—	Federal Home Loan Bank Discount Notes	1.866%-3.952%	1/13/2023	64.8	—
20.0	—	Federal Home Loan Bank Discount Notes	4.040%-4.188%	1/18/2023	20.0	—
9.9	—	Federal Home Loan Bank Discount Notes	4.065%-4.191%	1/20/2023	9.9	—
49.9	—	Federal Home Loan Bank Discount Notes	4.100%	1/25/2023	49.9	—
24.9	—	Federal Home Loan Bank Discount Notes	4.180%	2/3/2023	24.9	—
93.1	—	Federal Home Loan Bank Discount Notes	4.276%-4.303%	2/8/2023	93.2	—
69.0	—	Federal Home Loan Bank Discount Notes	4.276%-4.444%	2/10/2023	69.0	—
19.9	—	Federal Home Loan Bank Discount Notes	4.410%	2/17/2023	19.9	—
49.8	—	Federal Home Loan Bank Discount Notes	2.750%	2/27/2023	49.7	—
19.8	—	Federal Home Loan Bank Discount Notes	4.570%	3/24/2023	19.8	—
24.7	—	Federal Home Loan Bank Discount Notes	4.640%	4/14/2023	24.7	—
9.8	—	Federal National Mortgage Discount Notes	4.070%	7/10/2023	9.8	—
5.0	—	Federal Home Loan Bank Discount Notes	4.630%	7/20/2023	5.0	—
23.9	—	Federal Farm Credit Discount Notes	4.950%	12/13/2023	24.0	—
<b>TOTAL U.S. GOVERNMENT AGENCY NOTES</b> (Cost \$902.9 and \$864.1)					<b>\$ 902.9</b>	<b>\$ 864.1</b>

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

**FOREIGN GOVERNMENT AGENCY NOTES—0.1% and 0.0%**

Principal		Issuer	Yield <sup>(6)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021				2022	2021
\$ 2.5	\$ 2.5	Kommuninvest I Sverige	0.560%	7/5/2023	\$ 2.4	\$ 2.5
10.0	10.0	Swedish Export Credit	0.610%	11/10/2023	9.6	9.9
2.1	2.1	Japan Bank for International Cooperation	0.550%	4/15/2024	2.0	2.1
3.1	3.1	Swedish Export Credit	0.720%	10/7/2024	2.9	3.0
<b>TOTAL FOREIGN GOVERNMENT AGENCY NOTES</b> (Cost \$17.7 and \$17.7)					<b>\$ 16.9</b>	<b>\$ 17.5</b>

**UNITED STATES TREASURY SECURITIES—1.9% and 2.8%**

Principal		Issuer	Yield <sup>(6)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021				2022	2021
\$ —	\$ 10.5	United States Treasury Bills	0.020%	1/6/2022	\$ —	\$ 10.4
—	25.0	United States Treasury Bills	0.010%	2/17/2022	—	25.0
—	49.9	United States Treasury Bills	0.080%	4/30/2022	—	49.9
—	50.0	United States Treasury Bills	0.150%	6/23/2022	—	50.0
—	20.0	United States Treasury Bills	0.120%	10/6/2022	—	20.0
86.0	105.0	United States Treasury Bills	0.155%-0.168%	3/31/2023	85.1	104.5
25.0	25.0	United States Treasury Bills	0.160%	4/30/2023	24.7	24.9
20.0	20.0	United States Treasury Bills	0.160%	5/31/2023	19.6	19.9
189.7	208.9	United States Treasury Bills	0.238%-0.271%	6/30/2023	185.6	207.9
20.0	20.0	United States Treasury Bills	0.210%	7/31/2023	19.5	19.8
70.0	69.9	United States Treasury Bills	0.218%-0.220%	8/31/2023	67.9	69.4
25.0	25.0	United States Treasury Bills	0.370%	4/15/2024	23.6	24.7
25.0	24.9	United States Treasury Bills	0.380%	5/15/2024	23.5	24.7
49.8	49.8	United States Treasury Bills	0.391%-0.475%	6/15/2024	46.9	49.3
34.9	34.9	United States Treasury Bills	0.454%-0.471%	7/15/2024	32.8	34.6
44.9	49.9	United States Treasury Bills	0.480%	9/15/2024	41.9	49.3
1.0	—	United States Treasury Bills	2.190%	2/29/2024	1.0	—
1.9	—	United States Treasury Bills	3.510%	8/31/2024	1.9	—
<b>TOTAL UNITED STATES TREASURY SECURITIES</b> (Cost \$593.2 and \$788.7)					<b>\$ 574.0</b>	<b>\$ 784.3</b>

**CORPORATE BOND SECURITIES—1.8% and 2.0%**

Principal		Issuer	Coupon Rate	Credit Rating <sup>(7)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021					2022	2021
\$ —	\$ 3.2	Abbvie, Inc.	0.660%	BBB+	11/14/2023	\$ —	\$ 3.1
10.3	10.5	Abbvie, Inc.	0.155%-5.780%	BBB+	11/21/2024	9.6	10.4
3.9	—	American Express Credit Account	3.490%	BBB+	5/3/2024	3.8	—
5.0	—	American Express Credit Account	4.110%	BBB+	8/1/2025	4.9	—
4.8	4.9	American Express Credit Account	0.290%	AAA	10/15/2025	4.7	4.9
3.9	3.9	American Express Credit Account	0.980%	AAA	11/15/2026	3.6	3.9
5.7	5.7	AmeriCredit Automobile Receivables Trust	0.810%	NR	8/18/2026	5.4	5.6
2.7	2.7	AmeriCredit Automobile Receivables Trust	0.560%	AAA	12/18/2026	2.6	2.6
3.1	3.2	American Honda Finance	0.610%	A-	10/10/2023	3.0	3.1



**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Principal		Issuer	Coupon Rate	Credit Rating <sup>(7)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021					2022	2021
\$ 5.0	\$ 5.0	American Honda Finance	0.830%	A-	8/9/2024	\$ 4.7	\$ 4.9
5.0	5.0	Astrazeneca Finance, LLC	0.750%	A	5/28/2024	4.7	5.0
4.0	4.0	Banco Santander	0.730%	A+	6/30/2024	3.9	4.0
—	15.4	Bank of America Corporation	0.517%-0.613%	A-	12/20/2023	—	15.3
3.0	3.0	Bank of America Corporation	5.080%	A-	5/28/2024	3.0	3.0
2.1	2.2	Bank of America Corporation	1.250%	BBB+	8/26/2024	2.0	2.1
1.0	1.0	Bank of America Credit Card Trust	0.470%	AAA	9/15/2026	0.9	1.0
—	5.0	Bank of Montreal	0.450%	A-	9/15/2023	—	5.0
—	5.0	Bank of Montreal	0.520%	A-	12/8/2023	—	5.0
5.0	5.0	Bank of Montreal	0.730%	A-	7/9/2024	4.7	4.9
—	3.0	Bank of New York Mellon Corporation	0.550%	A	4/26/2024	—	3.0
3.0	3.0	Bank of Nova Scotia	0.760%	A-	4/15/2024	2.8	3.0
5.0	5.0	Bank of Nova Scotia	0.460%	A-	9/15/2023	4.8	5.0
—	2.4	BOC Aviation USA Corporation	1.750%	A-	4/29/2024	—	2.4
4.9	4.9	Barclays Dryrock Issuance	0.680%	AAA	7/15/2027	4.5	4.8
—	5.0	Baxter International, Inc.	1.340%	BBB	11/29/2024	—	5.0
5.0	—	Baxter International, Inc.	1.430%	BBB	11/29/2024	4.7	—
5.0	5.0	Canadian Imperial Bank	0.630%	A-	12/14/2023	4.8	4.9
10.9	6.0	Canadian Pacific Railway	1.415%-2.868%	BBB+	12/2/2024	10.3	6.0
—	4.9	Capital One Multi Asset	0.190%	AAA	8/15/2024	—	4.9
5.0	5.0	Carmax Auto	0.810%	AAA	6/15/2026	4.7	5.0
2.4	2.4	Carmax Auto	0.600%	AAA	9/15/2026	2.3	2.3
4.8	5.0	Carmax Auto Owner Trust	0.550%	AAA	2/17/2026	4.6	5.0
8.2	8.2	Carvana Auto Receivables Trust	1.400%	AAA	1/11/2027	7.8	8.2
3.0	3.1	Cigna Corporation	0.550%	A-	7/15/2023	3.0	3.1
13.0	13.0	Citigroup Inc.	0.709%-0.869%	BBB+	10/30/2024	12.5	12.9
3.0	—	Citigroup Inc.	4.260%	BBB+	5/24/2025	2.9	—
2.9	—	Citigroup Inc.	5.500%	BBB+	1/25/2026	2.9	—
2.1	2.1	CNH Equipment Trust	0.470%	AAA	8/17/2026	2.0	2.1
3.3	3.3	CNH Equipment Trust	0.880%	AAA	12/15/2026	3.1	3.3
5.0	—	ConocoPhillips	2.590%	A-	3/7/2025	4.8	—
5.2	5.3	Credit Agricole London	1.120%	A-	10/4/2024	4.8	5.2
5.0	5.0	Credit Suisse New York	0.550%	A-	8/9/2023	4.8	5.0
5.0	—	Daimler Truck Financial	3.710%	BBB+	4/7/2025	4.8	—
5.0	5.0	Discover Card Execution Note Trust	0.640%	AAA	9/15/2026	4.7	4.9
7.7	7.8	DTE Energy Corporation	0.901%-0.904%	BBB	10/1/2024	7.1	7.7
5.0	—	DTE Energy Corporation	4.320%	BBB	11/1/2024	4.9	—
3.5	3.5	Enbridge, Inc.	0.600%	BBB+	10/4/2023	3.4	3.5
5.0	—	Enbridge, Inc.	2.290%	BBB+	2/16/2024	4.8	—
5.0	5.0	Equitable Financial Life	0.870%	A+	8/12/2024	4.6	4.9
5.0	5.0	European Investment Bank	0.520%	AAA	7/24/2024	4.7	4.9
4.8	4.9	Eversource Energy	0.963%	BBB+	10/1/2024	4.5	4.8
5.0	5.0	Fed Caisses Desjardins	0.760%	A-	5/21/2024	4.7	4.9



**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Principal		Issuer	Coupon Rate	Credit Rating <sup>(7)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021					2022	2021
\$ 5.0	\$ 5.0	Ford Credit Auto	0.690%	AAA	10/15/2024	\$ 4.9	\$ 5.0
5.0	5.0	Ford Credit Auto	0.690%	AAA	12/15/2024	4.8	4.9
2.1	2.1	GM Financial Automobile	0.690%	AAA	5/20/2025	2.0	2.1
2.2	2.2	GM Financial	0.510%	AAA	6/16/2026	2.1	2.2
1.8	1.8	GM Financial	0.730%	AAA	9/16/2026	1.7	1.8
4.5	—	GM Financial	1.350%	AAA	11/16/2026	4.3	—
3.0	3.0	Goldman Sachs Group, Inc.	1.280%	BBB+	12/6/2023	2.9	3.0
2.1	2.1	Goldman Sachs Group, Inc.	0.860%	BBB+	2/20/2024	2.0	2.1
5.0	5.0	Goldman Sachs Group, Inc.	0.720%	BBB+	3/8/2024	4.9	5.0
8.5	8.5	Goldman Sachs Group, Inc.	0.666%-0.725%	BBB+	9/10/2024	8.2	8.4
5.0	5.0	Goldman Sachs Group, Inc.	0.980%	BBB+	10/21/2024	4.8	5.0
5.0	—	Goldman Sachs Group, Inc.	3.820%	BBB+	1/24/2025	4.9	—
7.0	—	GSK Consumer Healthcare	3.140%	BBB	3/24/2024	6.8	—
4.7	4.9	Honda Auto	0.350%	AAA	8/15/2025	4.6	4.9
3.5	3.5	Honda Auto	0.440%	AAA	11/18/2025	3.3	3.5
2.5	2.5	Honda Auto Receivables Owner Trust	0.940%	AAA	1/21/2026	2.4	2.5
3.3	3.3	HSBC Holdings PLC	0.770%	A-	8/17/2024	3.2	3.3
2.1	2.2	Hyundai Auto	0.400%	AAA	9/15/2025	2.0	2.2
3.0	3.0	Hyundai Capital America	0.950%	BBB+	6/14/2024	2.8	2.9
3.0	3.0	Hyundai Capital America	1.150%	BBB+	9/17/2024	2.8	2.9
10.2	10.6	Ing Groep Nv	0.615%-0.708%	A-	10/2/2023	9.9	10.5
3.9	3.9	John Deere Owner Trust	0.560%	AAA	3/16/2026	3.7	3.9
5.2	5.3	Jpmorgan Chase & Co.	0.780%	A-	12/5/2024	4.9	5.3
5.0	5.0	Jpmorgan Chase & Co.	0.560%	A-	3/16/2024	4.9	5.0
3.0	—	Jpmorgan Chase & Co.	3.970%	A-	6/14/2025	2.9	—
10.0	10.0	KFW	0.560%	AAA	9/20/2024	9.3	9.9
1.3	1.3	Kia Corporation	1.180%	BBB+	4/16/2024	1.2	1.3
3.3	—	Kia Corporation	2.660%	BBB+	2/14/2025	3.1	—
1.9	—	Korea East-West Power Co., Ltd.	3.910%	AA	5/6/2025	1.8	—
2.9	—	Magna International of America, Inc.	5.700%	A-	6/15/2024	2.9	—
3.1	3.2	Marathon Petroleum Corporation	1.030%	BBB	9/15/2024	2.9	3.2
5.0	5.0	MetLife Global Funding I	0.630%	AA-	6/7/2024	4.7	4.9
5.0	—	MetLife Global Funding I	4.180%	AA-	8/25/2025	4.9	—
5.0	5.0	Mondelez International Holdings	0.870%	BBB	9/24/2024	4.6	4.9
5.1	5.2	Morgan Stanley	0.710%	BBB+	5/22/2023	5.0	5.2
5.0	5.0	Morgan Stanley	0.550%	A-	1/25/2024	5.0	5.0
1.7	1.7	Morgan Stanley	0.750%	A-	4/5/2024	1.6	1.7
5.0	5.0	Morgan Stanley	0.770%	A-	1/22/2025	4.7	4.9
5.0	—	Morgan Stanley	4.670%	A-	1/24/2025	4.9	—
7.0	7.0	National Rural Utilities Cooperative	1.120%	A-	10/18/2024	6.5	6.9
0.8	0.8	Natwest Markets PLC	0.930%	A-	8/12/2024	0.7	0.8
5.0	5.0	NBN Co. Ltd.	1.070%	AA	10/8/2024	4.6	4.9
3.0	3.0	New York Life Global Funding	0.610%	AA+	4/26/2024	2.8	3.0

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

Principal		Issuer	Coupon Rate	Credit Rating <sup>(7)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021					2022	2021
\$ 5.0	\$ —	New York Life Global Funding	3.760%	AA+	8/5/2025	\$ 4.8	\$ —
5.0	5.0	Nextera Energy Capital	0.510%	BBB+	3/1/2023	5.0	5.0
3.0	—	Nextera Energy Capital	4.230%	BBB+	9/1/2024	3.0	—
8.6	8.8	Niagara Mohawk Power	1.020%	BBB+	10/1/2024	8.0	8.7
13.5	13.7	Oracle Corporation	0.818%-0.870%	BBB	11/15/2024	12.5	13.5
3.0	3.0	Phillips 66	0.840%	BBB+	2/15/2024	2.9	3.0
2.0	2.0	Pioneer Natural Resource	0.570%	BBB	5/15/2023	2.0	2.0
5.0	5.0	Principal Life Global Funding II	0.840%	A+	8/23/2024	4.6	4.9
5.0	5.0	Protective Life	0.840%	AA-	7/5/2024	4.7	4.9
5.5	5.7	Raytheon Tech Corporation	0.590%	A-	12/15/2023	5.3	5.6
5.0	5.0	Royal Bank of Canada	0.730%	A	7/29/2024	4.7	4.9
—	10.0	Salesforce.Com, Inc.	0.660%	A+	7/15/2024	—	9.9
—	2.9	Santander Drive Auto	0.350%	AAA	2/18/2025	—	2.9
—	3.2	Santander Drive Auto	0.340%	AAA	3/17/2025	—	3.2
1.2	2.9	Santander Drive Auto Receivable	0.530%	AAA	8/15/2025	1.2	2.9
—	8.3	Shell International Finance BV	0.682%-0.753%	A+	11/7/2024	—	8.2
5.1	5.2	Societe Generale	1.350%	BBB	10/16/2024	4.7	5.1
5.0	—	Starbucks Corporation	4.530%	BBB+	2/14/2024	5.0	—
5.1	5.3	Sumitomo Mitsui Financial Group	0.650%	A-	10/16/2023	4.9	5.3
5.1	5.2	Sumitomo Mitsui Financial Group	0.980%	A-	9/27/2024	4.7	5.1
8.0	8.0	Thermo Fisher Scientific	1.310%	A-	10/18/2024	7.5	8.0
5.0	5.0	Toronto Dominion Bank	0.790%	A	9/10/2024	4.7	4.9
5.0	5.0	Toyota Auto	0.630%	AAA	11/17/2025	4.8	5.0
4.2	4.2	Toyota Auto	0.460%	AAA	1/15/2026	4.0	4.2
5.0	—	Toyota Motor Credit Corporation	4.730%	A+	1/13/2025	4.9	—
3.5	3.6	Trane Technologies Lux	1.030%	BBB	11/1/2024	3.3	3.6
5.0	5.0	UBS AG London	0.770%	A+	8/9/2024	4.7	4.9
—	5.0	Unilever Capital Corporation	0.640%	A+	8/12/2024	—	5.0
—	5.0	UnitedHealth Group, Inc.	0.600%	A+	5/15/2024	—	5.0
4.4	4.4	Verizon Master Trust	0.910%	AAA	5/20/2027	4.1	4.5
5.2	5.3	Verizon Communications	1.100%	BBB+	11/1/2024	4.9	5.3
3.8	3.8	Verizon Master Trust	1.070%	AAA	4/20/2028	3.6	3.8
6.5	6.5	Volkswagen Auto Loan Enhanced	1.090%	AAA	6/22/2026	6.2	6.5
11.3	11.5	Volkswagen Group America	0.942%-1.029%	BBB+	9/26/2024	10.5	11.3
3.0	3.0	Volkswagen Group America	0.720%	BBB+	11/22/2023	2.9	3.0
5.0	5.0	Wec Energy Group, Inc.	0.820%	BBB+	3/15/2024	4.7	4.9
2.5	2.5	World Omni Auto	0.450%	AAA	6/15/2026	2.4	2.5
3.0	3.0	World Omni Auto	0.470%	AAA	8/17/2026	2.9	3.0
5.0	5.0	World Omni Automobile	0.440%	AAA	8/15/2024	4.9	5.0
2.9	2.9	World Omni Auto Receivables Trust	0.870%	AAA	10/15/2026	2.7	2.9
<b>TOTAL CORPORATE BOND SECURITIES</b> (Cost \$563.3 and \$546.5)						<b>\$ 536.4</b>	<b>\$ 541.9</b>

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

**LOANS RECEIVABLE—4.8% and 5.1%**

<u>Principal</u>		<u>Borrower</u>	<u>Property Type</u>	<u>Interest Rate<sup>(8)</sup></u>	<u>Maturity Date</u>	<u>Fair Value at December 31,</u>	
<u>2022</u>	<u>2021</u>					<u>2022</u>	<u>2021</u>
\$ —	\$ 98.7	Project Glacier Mezzanine	Industrial	4.40% + LIBOR	10/9/2022	\$ —	\$ 98.7
33.9	33.9	Exo Apartments Mezzanine	Apartments	3.50% + LIBOR	1/9/2023	33.9	33.9
55.3	54.7	SCG Oakland Portfolio	Office	4.25% + LIBOR	3/1/2023	54.4	54.4
93.0	92.9	311 South Wacker Mezzanine	Office	4.70% + LIBOR	3/7/2023	10.0	92.2
85.0	85.0	Park Avenue Tower Mezzanine	Office	4.35% + LIBOR	3/9/2023	82.6	84.1
—	62.6	BREP VIII Industrial Loan Facility Mezzanine	Industrial	5.00% + LIBOR	3/9/2023	—	62.6
14.3	14.1	Five Oak Mezzanine	Office	2.35% + LIBOR	4/9/2023	14.0	14.1
11.2	41.7	Blackstone RioCan Retail Portfolio Mezzanine	Retail	4.65% + LIBOR	6/9/2023	11.2	40.6
60.0	60.0	River North Point Junior Mezzanine	Office	4.30% + LIBOR	7/9/2023	58.5	60.0
77.6	68.6	San Diego Office Portfolio Mezzanine & Senior Loan	Office	2.45% + LIBOR	8/9/2023	76.4	68.6
41.5	30.6	1330 Broadway Mezzanine	Office	5.01% + LIBOR	8/10/2023	40.4	30.6
17.1	17.1	Liberty Park Mezzanine	Office	7.500%	11/9/2023	16.8	17.0
139.3	125.3	Colony New England Hotel Portfolio Mezzanine & Senior Loan	Hotel	2.80% + LIBOR	11/9/2023	134.9	125.3
—	45.7	5 Points Towers	Apartments	5.50% + LIBOR	3/9/2024	—	45.7
53.9	53.0	The Stratum Mezzanine & Senior Loan	Office	3.15% + LIBOR	5/9/2024	53.6	53.0
86.4	66.9	Spring House Innovation Park	Office	3.15% + LIBOR	7/9/2024	86.4	66.9
131.6	—	Project Sonic Mezzanine & Senior Loan	Industrial	2.75% + SOFR	6/9/2025	130.6	—
170.9	—	One Biscayne Tower Mezzanine & Senior Loan	Retail	3.75% + SOFR	7/9/2025	169.9	—
95.3	88.0	Reserve at Chino Hills	Apartments	2.40% + LIBOR	8/9/2025	95.3	88.0
44.0	60.0	SoNo Collection Mezzanine	Retail	6.75% + LIBOR	9/6/2025	44.0	60.0
68.5	67.5	Sixth & Main Mezzanine & Senior Loan	Office	3.85% + LIBOR	11/9/2025	68.5	67.5
20.0	20.0	Aspen Lake Office Portfolio Mezzanine	Office	8.250%	3/6/2028	18.9	20.0
95.0	95.0	Merritt on the River Office Portfolio Mezzanine	Office	8.000%	8/1/2028	75.1	87.9
100.0	100.0	Charles River Plaza North Mezzanine	Office	6.080%	4/6/2029	95.7	100.0
52.2	53.0	Sol y Luna Mezzanine	Apartments	6.550%	1/6/2030	47.6	51.6
<b>TOTAL LOANS RECEIVABLE</b> (Cost \$1,546.0 and \$1,434.3)						<b>\$ 1,418.7</b>	<b>\$ 1,422.7</b>

**TIAA REAL ESTATE ACCOUNT**  
**CONSOLIDATED SCHEDULES OF INVESTMENTS**  
(Dollar values shown in millions)

**LOANS RECEIVABLE WITH RELATED PARTIES—0.2% and 0.2%**

Principal		Borrower	Property Type	Interest Rate <sup>(8)</sup>	Maturity Date	Fair Value at December 31,	
2022	2021					2022	2021
\$ 0.5	\$ 0.5	MRA 34 LLC	Office	3.75% + LIBOR	8/23/2023	\$ 0.5	\$ 0.5
36.5	36.5	MRA Hub 34 Holding, LLC	Office	2.50% + LIBOR	9/1/2023	36.5	36.5
32.9	32.8	THP Student Housing, LLC	Apartments	3.200%	9/1/2024	32.9	32.9
<b>TOTAL LOANS RECEIVABLE WITH RELATED PARTIES</b> (Cost \$69.9 and \$69.8)						<b>\$ 69.9</b>	<b>\$ 69.9</b>
<b>TOTAL INVESTMENTS</b> (Cost \$24,897.0 and \$24,326.7)						<b>\$ 32,601.7</b>	<b>\$ 30,918.0</b>

<sup>(1)</sup> The investment has a loan payable outstanding, as indicated in *Note 9 - Loans Payable*.

<sup>(2)</sup> The fair value reflects the Account's interest in the joint venture and is net of debt.

<sup>(3)</sup> Properties within this investment are located throughout the United States.

<sup>(4)</sup> Property is located outside of the United States.

<sup>(5)</sup> The value represents the equity interest in the joint venture investment, which does not currently hold any properties.

<sup>(6)</sup> For zero-coupon securities issued at a discount or premium to par, yield represents the annualized yield to maturity. For all other securities, the coupon rate is presented.

<sup>(7)</sup> Credit ratings are sourced from Standard & Poor's ("S&P"), Moody's or Fitch. Ratings are presented using the S&P rating tier definition. (NR designation represents "Not Rated").

<sup>(8)</sup> Fixed interest rate loans are represented with a single rate. Variable interest rate loans are presented with their base spread and the corresponding index rate. Variable interest loans currently held by the Account use the one month LIBOR or SOFR rate on U.S. dollar deposits as the index rate, as published by ICE Benchmark Administration Limited.

## ADDITIONAL INFORMATION

### ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

Not applicable.

### ITEM 9A. CONTROLS AND PROCEDURES.

(a) The registrant maintains a system of disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in the registrant's reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the registrant's Principal Executive Officer ("PEO") and the Principal Financial Officer ("PFO"), as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision and participation of the registrant's management, including the registrant's PEO and PFO, the registrant conducted an evaluation (as required under Rules 13a-15(b) and 15d-15(b) under the Exchange Act, under the supervision and with the participation of our PEO and PFO, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based upon management's review, the PEO and the PFO concluded with reasonable assurance that the registrant's disclosure controls and procedures were effective as of December 31, 2022.

(b) Management's Report on Internal Control over Financial Reporting. Management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting, as defined in Exchange Act Rules 13a-15(f) and 15d-15(f), is a process designed by, or under the supervision of the Account's PEO and PFO to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Account's Consolidated Financial Statements for external purposes in accordance with U.S. generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management has made a comprehensive review, evaluation, and assessment of the Account's internal control over financial reporting as of December 31, 2022. In making its assessment of internal control over financial reporting, management used the criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control-Integrated Framework* (2013 Framework). Based on this assessment, management has concluded that as of December 31, 2022, the Account's internal control over financial reporting was effective to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

This annual report does not include an attestation report of the registrant's independent registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by the Registrant's independent registered public accounting firm pursuant to the rules of the U.S. Securities and Exchange Commission that permit the company to provide only management's report in this annual report.

(c) Changes in internal control over financial reporting. There have been no changes in the registrant's internal control over financial reporting that occurred during the registrant's last fiscal quarter that materially affected, or are reasonably likely to materially affect, the registrant's internal control over financial reporting.

### ITEM 9B. OTHER INFORMATION

Not applicable.

### ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENTS INSPECTION

Not applicable.

## PART III

### ITEMS 10 AND 11. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE OF THE REGISTRANT; EXECUTIVE COMPENSATION.

The TIAA Real Estate Account has no officers or directors. Rather, TIAA officers, under the direction and control of the Board, manage the investment of the Account's assets, following investment management procedures that TIAA has adopted for the Account. No TIAA Trustee or executive officer receives compensation from the Account. The Trustees and certain executive officers of TIAA as of March 1, 2023, their years of birth and their principal occupations during at least the past five years, are as follows:

#### Trustees

**James R. Chambers (Chairman of the TIAA Board of Trustees), YOB: 1957**

Director, President and Chief Executive Officer (2013 to 2016), and Special Advisor, Board (2016), Weight Watchers International, Inc. Chairman (2018 to present), Director (2012 to present), Big Lots, Inc. Investment Committee Member (2021 to present), Atlantic Health Systems. Strategic Advisor to the Board, Ocean Spray (2022 to present).

**Priya Abani, YOB: 1975**

President, Chief Executive Officer and Director, Alive Cor Inc. (2019 to present). General Manager, Alexa Voice Service team, Amazon, Inc. (2016 to 2019). Director, Jacobs Engineering Group, Inc. (2021 to present).

**Samuel R. Bright, YOB: 1984**

Vice President and General Manager of Google Play at Google (2023 to present). Chief Product and Experience Officer, Upwork (2020 to 2022). Vice President, General Manager – Verticals (2019 to 2020); Vice President, Soft Goods (2018 to 2019); Senior Director, Art & Collectibles (2016 to 2018); and a series of other M&A and Strategic Partnership roles (2012 to 2016), eBay. President and Board Member of certain Upwork subsidiaries (2020 to 2022). Advisory Council Member, Smithsonian National Postal Museum (2019 to 2022). Board Member, Benetech (2016 to 2021).

**Jason E. Brown, YOB: 1978**

CEO, MRO Corp. (2022 to present). CEO, Discovery Health Partners (2018 to 2022). President, Evolent Health (2014 to 2018). Board Member, YMCA Chicago.

**Jeffrey R. Brown, YOB: 1968**

Josef and Margot Lakonishok Professor of Business and Dean of the Gies College of Business at the University of Illinois at Urbana-Champaign (2015 to present). Chair (2019 to present) and Member (2016 to present), Board of Managers of Illinois Global Gateway, LLC. Member, Board of Managers of University of Illinois Research Park (2019 to present). Member, Carle Foundation Finance Committee (2020 to 2022). Board Member (2020 to present), Executive Vice Chair (2022 to present), and President (2023 to present), Prairielands Council, Scouting BSA.

**Lisa W. Hess, YOB: 1955**

President and Managing Partner, SkyTop Capital (2010 to 2020). Director, Radian Group, Inc. (2011 to present). Director, TIAA, FSB (a wholly owned subsidiary of TIAA) (2015 to present).

**Edward M. Hundert, M.D., YOB: 1956**

Dean for Medical Education, Associate Director of the Center for Bioethics and Daniel D. Federman, M.D. Professor in Residence of Global Health and Social Medicine and Medical Education, Harvard Medical School (2014 to present). Faculty member, Massachusetts General Hospital Center for Law, Brain and Behavior (2011 to present).

**Gina L. Loftin, YOB: 1965**

Chief Technology Officer for the US at Microsoft Corporation (2019 to 2021). Chief Technology Officer for IBM North American Consulting Services (2018 to 2019), Chief Innovation Officer for IBM (2015 to 2018). Director, TTEC (2021 to present). Director, Thoughtworks (2021 to present). Director, Foursquare (2021 to present). Board Member, Modernizing Medicine (2021 to present). Director, Interwell Health (2022 to present). Director, NC School of Science and Mathematics Foundation (2021 to present). Board Member, North Carolina A&T Foundation (2021 to present). Advisory Board Member, North Carolina A&T School of Engineering (2021 to present). Director, DECODE (2021 to present).

**La June Montgomery Tabron, YOB: 1962**

President and CEO of the W.K. Kellogg Foundation (2014 to present). Board Member, Kellogg Company, Chair of the W.K. Kellogg Trust (2014 to present). Director, Bronson Healthcare Group (2011 to present). Board Member, Detroit Regional Partnership (2019 to present). Trustee, Upjohn Institute for Employment Research (2022 to present).

**Maureen O'Hara, YOB: 1953**

R.W. Purcell Professor of Finance, Johnson Graduate School of Management, Cornell University (1992 to present), where she has taught since 1979. Professor of Finance, University of Technology Sydney (2016 to 2018). Director, National Bureau of Economic Research (2021 to present). Executive Advisor, Symbiont (2015 to present). Executive Advisor, Ava Labs, Inc. (2019 to present). Executive Advisor, BMLL Technologies (2022 to present).

**Dorothy K. Robinson, YOB: 1951**

Senior Of Counsel, K&L Gates (2016 to present). Senior Counselor to the President (2014 to 2015), General Counsel (1986 to 2014), and Vice President (1995 to 2014), Yale University. Trustee, Swarthmore College (2019 to present). Trustee, Yale University Press, London (2015 to present). Director, Oak Spring Garden Foundation (2018 to present). Director, TIAA, FSB (a wholly owned subsidiary of TIAA) (2015 to present).

**Ramona E. Romero, YOB: 1962**

Vice President & General Counsel (2019 to present) and General Counsel (2014 to 2019), Princeton University. General Counsel, US Department of Agriculture (2011 to 2014). Senior Counsel and Corporate Counsel, E.I. du Pont de Nemours & Company (1998 to 2011). Trustee, Barnard College (2019 to present). Trustee, Legal Services of New Jersey (2020 to present). Director, National Association of Women Lawyers (2022 to present). Member, Presidential Commission on White House Fellowships (2021 to present).

**Kim M. Sharan, YOB: 1957**

Founder and CEO, Kim M. Sharan, LLC (2014 to present). Consultant, The Council (2021 to present). Managing Partner, Connective Partners (2022 to present). CEO, The Acelera Connective (2022 to present). President of Financial Planning and Wealth Strategies and Chief Marketing Officer, Ameriprise Financial (2005 to 2014). Board Member, PartnerHere (2014 to present). Director, Ag Resource Management (2023 to present). Executive Advisor, Own the Room (2016 to present). Executive Advisor, Hearsay Social (2019 to 2021). Executive Advisor, Girls, Inc. (2020 to present). Executive Advisor, Yext (2016 to 2018 and 2021 to 2022). Executive Advisor, Vera Health (2021 to present). Director, Council for Economic Education (2021 to present). Director, TIAA, FSB (a wholly owned subsidiary of TIAA) (2020 to present).

**Marta Tienda, YOB: 1950**

Professor Emeritus (2021 to present), Maurice P. During '22 Professor in Demographic Studies (1999 to 2021) and Professor of Sociology and Public Affairs (1997 to 1999), Princeton University. President, American Academy of Political and Social Science (2021 to present). Director, Robin Hood Foundation (2017 to present). External Fellow, American Institutes for Research (2017 to present). Trustee, Urban Institute (2019 to present). Director, Holdsworth Center (2019 to present).

**Officer—Trustees****Thasunda Brown Duckett, YOB: 1973**

President and Chief Executive Officer of TIAA (2021 to present).

Prior positions: Chief Executive Officer, Consumer Banking (2016 to 2021) and Chief Executive Officer, Chase Auto Finance (2013 to 2016) at JPMorgan Chase & Co. Director, Nike, Inc. (2019 to present). Director, Brex (2022 to present).

**Other TIAA Executive Officers****Colbert Narcisse, YOB: 1965**

Senior Executive Vice President, Chief Product and Business Development Officer, TIAA; Manager, TIAA-CREF Individual & Institutional Services, LLC. Prior positions: Executive Vice President, National Wealth Advisory Services; Senior Managing Director, National Wealth Advisory Services, TIAA. Managing Director and the Head of International Wealth Management at Morgan Stanley (2017 to 2019).

**Christine E. Dugan, YOB: 1963**

Executive Vice President and Product General Manager – Institutional Lifetime Income, TIAA. Prior positions: Senior Vice President, Chief Actuary, TIAA. U.S. Life M&A Leader at Willis Towers Watson (2016 to 2018).

**Christopher Baraks, YOB: 1970**

Senior Vice President, Chief Accounting Officer and Corporate Controller, TIAA and CREF. Prior positions: Vice President, Head of Tax, TIAA and CREF.

**Portfolio Management Team**

**Chris Burk, YOB: 1971**

Managing Director, Portfolio Manager, Head of TIAA Real Estate Account (since January 2023). Prior positions: Managing Director, Co-Portfolio Manager, Co-Head of TIAA Real Estate Account (September 2022 to December 2022); Managing Director, Senior Portfolio Manager, Real Estate, TIAA (March 2020 to September 2022). Senior Director, Real Estate Portfolio Management, TIAA (2018 to 2020). Senior Director, Regional Head of Acquisitions, TIAA (2017 to 2018).

**Audit Committee Financial Expert**

On February 15, 2023, the Board of Trustees of TIAA determined that Jeffrey R. Brown, Lisa W. Hess, La June Montgomery Tabron and Maureen O'Hara qualify as Audit Committee Financial Experts. Each such Trustee is independent (as that term is used in Item 7(d)(3)(iv) of Schedule 14A under the Securities Exchange Act of 1934) and has not accepted, directly or indirectly, any consulting, advisory or other compensatory fee from TIAA, other than in his or her capacity as Trustee.

**Code of Conduct**

The Board of Trustees of TIAA has adopted a code of conduct for senior financial officers, including its principal executive officer, principal financial officer, principal accounting officer, or controller, and persons performing similar functions, in conformity with rules promulgated under the Sarbanes-Oxley Act of 2002.

The code of conduct is filed as an exhibit to this annual report.

During the reporting period, there were no implicit or explicit waivers granted by the Registrant from any provision of the code of conduct.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.**

Not applicable.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.**

The TIAA General Account plays a significant role in operating the Account, including providing a liquidity guarantee, and investment advisory, administrative, and other services. In addition, Services, a wholly-owned subsidiary of TIAA, provides distribution services for the Account.

Liquidity Guarantee. If the Account's liquid assets and its cash flow from operating activities and participant transactions are insufficient to fund redemption requests, the TIAA general account has agreed to purchase liquidity units. TIAA thereby guarantees that a participant can redeem accumulation units at their net asset value next determined. For the year ended December 31, 2022, the Account expensed \$89.2 million for this liquidity guarantee from TIAA through a daily deduction from the net assets of the Account.

Investment Advisory and Administration Services/Mortality and Expense Risks Borne by TIAA. Deductions are made each valuation day from the net assets of the Account for various services required to manage investments, administer the Account and distribute the contracts. These services are performed at cost by TIAA and Services. Deductions are also made each valuation day to cover mortality and expense risks borne by TIAA.



For the year ended December 31, 2022, the Account expensed \$86.3 million for investment management services and \$0.5 million for mortality and expense risks provided/borne by TIAA. For the same period, the Account expensed \$66.5 million for administrative and distribution services provided by TIAA and Services.

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.**

PricewaterhouseCoopers LLP (“PwC”) performs independent audits of the registrant’s consolidated financial statements. To maintain auditor independence and avoid even the appearance of conflicts of interest, the registrant, as a policy, does not engage PwC for management advisory or consulting services.

Audit Fees. PwC’s fees for professional services rendered for the audits of the registrant’s annual consolidated financial statements for the years ended December 31, 2022 and 2021 and review of consolidated financial statements included in the registrant’s quarterly reports were \$1,317,537 and \$1,190,052 respectively.

Audit-Related Fees. The registrant had no audit-related services for the years ended December 31, 2022 and 2021.

Tax Fees. PwC had no tax fees with respect to registrant for the years ended December 31, 2022 and 2021.

All Other Fees. Other than as set forth above, there were no additional fees with respect to registrant.

Preapproval Policy. The audit committee of the Board (“Audit Committee”) has adopted a Preapproval Policy for External Audit Firm Services (the “Policy”), which applies to the registrant. The Policy describes the types of services that may be provided by the independent auditor to the registrant without impairing the auditor’s independence. Under the Policy, the Audit Committee is required to preapprove services to be performed by the registrant’s independent auditor in order to ensure that such services do not impair the auditor’s independence.

The Policy requires the Audit Committee to: (i) appoint the independent auditor to perform the financial statement audit for the registrant and certain of its affiliates, including approving the terms of the engagement and (ii) preapprove the audit, audit-related and tax services to be provided by the independent auditor and the fees to be charged for provision of such services from year to year.

## PART IV

### ITEM 15. EXHIBITS AND CONSOLIDATED FINANCIAL STATEMENT SCHEDULES.

- (1) (A) [Distribution Agreement for the Contracts Funded by the TIAA Real Estate Account, dated as of January 1, 2008, by and among Teachers Insurance and Annuity Association of America, for itself and on behalf of the Account, and TIAA-CREF Individual & Institutional Services, LLC](#)<sup>4</sup>
- (3) (A) [Restated Charter of TIAA \(as amended\)](#)<sup>5</sup>
- (B) [Amended Bylaws of TIAA](#)<sup>6</sup>
- (4) + (A) [Forms of RA, GRA, GSRA, SRA, IRA Real Estate Account Endorsements, Keogh Contract, Retirement Select and Retirement Select Plus Contracts and Endorsements](#)<sup>1</sup> and [Retirement Choice and Retirement Choice Plus Contracts](#)<sup>3</sup>
- (B) [Forms of Income-Paying Contracts](#)<sup>2</sup>
- (C) (1) [Form of Contract Endorsement for Internal Transfer Limitation](#)<sup>7</sup>
- (2) [Form of Contract Endorsement for Internal Transfer Limitation](#)<sup>\*</sup>
- (D) (1) [Form of Non-ERISA Retirement Choice Plus Contract](#)<sup>9</sup>
- (2) [Form of Non-ERISA Retirement Choice Plus Certificate](#)<sup>9</sup>
- (E) (1) [Form of Trust Company Retirement Choice Contract](#)<sup>10</sup>
- (2) [Form of Trust Company Retirement Choice Certificate](#)<sup>10</sup>
- (3) [Form of Trust Company Retirement Choice Contract](#)<sup>\*</sup>
- (4) [Form of Trust Company Retirement Choice Certificate](#)<sup>\*</sup>
- (F) (1) [Form of Trust Company Retirement Choice Plus Certificate](#)<sup>11</sup>
- (2) [Form of Trust Company Retirement Choice Plus Contract](#)<sup>11</sup>
- (3) [Form of Trust Company Retirement Choice Plus Contract](#)<sup>\*</sup>
- (4) [Form of Trust Company Retirement Choice Plus Certificate](#)<sup>\*</sup>
- (G) [Form of Income Test Drive Endorsement for Retirement Annuity Contracts, After-Tax Retirement Annuity Contracts, Supplemental Retirement Annuity Contracts and IRA Contracts \(including Rollover IRA, Contributory IRA, Roth IRA, OneIRA\)](#)<sup>13</sup>
- (H) [Form of Income Test Drive Endorsement for Group Retirement Annuity Certificates, Group Supplemental Retirement Annuity Certificates, Keogh Certificates, Retirement Choice Certificates, Retirement Choice Plus Certificates, Non-ERISA Retirement Choice Plus Certificates, Trust Retirement Choice Certificates, and Trust Retirement Choice Plus Certificates](#)<sup>14</sup>
- (I) [Form of OneIRA Non-Qualified Deferred Annuity Contract \(and Rate Schedule\)](#)<sup>15</sup>
- (J) (1) [Form of Endorsement to Retirement Choice and Retirement Choice Plus Contracts for Custom Portfolios](#)<sup>16</sup>
- (2) [Form of Endorsement to Retirement Choice and Retirement Choice Plus Certificates for Custom Portfolios](#)<sup>16</sup>
- (K) [Form of Endorsement to Group Supplemental Retirement Annuity \(GSRA\) Certificate](#)<sup>17</sup>
- (L) (1) [Form of Contract, Rate Schedule and Certificate for Multiple Employer Plan Retirement Choice Annuity Contract](#)<sup>18</sup>
- (2) [Form of Contract, Rate Schedule and Certificate for Multiple Employer Plan Retirement Choice Plus Annuity Contract](#)<sup>18</sup>
- (M) [Form of Retirement Plan Loan Endorsement to Group Retirement Annuity Certificate](#)<sup>19</sup>
- (N) [Form of Retirement Plan Loan Endorsement to Retirement Annuity Contract](#)<sup>20</sup>
- (O) [Form of Retirement Plan Loan Endorsement to Supplemental Retirement Annuity Contract](#)<sup>21</sup>
- (P) [Form of Required Minimum Distribution Endorsement to All Annuity Contracts](#)<sup>22</sup>
- (Q) [Form of Required Minimum Distribution Endorsement to All Annuity Contracts](#)<sup>23</sup>
- (10) (A) [Engagement Letter Agreement with Independent Fiduciary, dated February 10, 2022, between TIAA, on behalf of the Registrant, and SitusAMC Real Estate Valuation Services, LLC](#)<sup>12</sup>
- (B) [Custodian Agreement, dated as of March 3, 2008, by and between TIAA, on behalf of the Registrant, and State Street Bank and Trust Company, N.A.](#)<sup>8</sup>
- (21) Subsidiaries of the Registrant
- (14) [Code of Conduct of TIAA](#)<sup>\*</sup>
- (31) [Rule 13\(a\)-15\(e\)/ Rule 13a-15\(e\)/15d-15\(e\) Certifications](#)<sup>\*</sup>
- (32) [Section 1350 Certifications](#)<sup>\*</sup>
- (101) The following financial information from the annual report on Form 10-K for the year ended December 31, 2022, formatted in XBRL (Extensible Business Reporting Language): (i) the Statements of Assets and Liabilities, (ii) the Statements of Operations, (iii) the Statements of Changes in Net Assets, (iv) the Statements of Cash Flows, and (v) the Notes to the Financial Statements. Any other required schedule has been omitted because the schedule is not applicable to the registrant.\*\*

\* Filed herewith.

\*\* Furnished electronically herewith.

- ✦ The registrant agrees to furnish a copy of any omitted non-material instruments defining the rights of holders of long-term debt securities to the Commission upon request.
- (1) Previously filed and incorporated herein by reference to Exhibit 4(A) to the Account's Pre-Effective Amendment No. 1 to the Registration Statement on Form S-1 filed April 29, 2004 (File No. 333-113602).
- (2) Previously filed and incorporated herein by reference to the Account's Post-Effective Amendment No. 2 to the Registration Statement on Form S-1 filed April 30, 1996 (File No. 33-92990).
- (3) Previously filed and incorporated herein by reference to the Account's Post-Effective Amendment No. 1 to the Registration Statement on Form S-1 filed May 2, 2005 (File No. 333-121493).
- (4) Previously filed and incorporated herein by reference to Exhibit 1(A) to the Account's Registration Statement on Form S-1, filed with the Commission on March 15, 2013 (File No. 333-187309).
- (5) Previously filed and incorporated herein by reference to Exhibit 3(A) to the Account's Registration Statement On Form S-1, filed with the Commission on April 22, 2015 (File No. 333-202583).
- (6) Previously filed and incorporated herein by reference to Exhibit 3(B) to the Account's Registration Statement on Form S-1, filed with the Commission on April 22, 2015 (File No. 333-202583).
- (7) Previously filed and incorporated by reference to Exhibit 4(C) to the Account's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010 and filed with the Commission on November 12, 2010 (File No. 33-92990).
- (8) Previously filed and incorporated herein by reference to Exhibit 10(B) to the Annual Report on Form 10-K of the Account for the fiscal year ended December 31, 2012 and filed with the Commission on March 14, 2013 (File No. 33-92990).
- (9) Previously filed and incorporated by reference to Exhibit 4(D)(1) and 4(D)(2) to the Account's Registration Statement on Form S-1, filed with the Commission on March 21, 2017 (File No. 333-216849).
- (10) Previously filed and incorporated by reference to Exhibit 4(E)(1) and 4(E)(2) to the Account's Registration Statement on Form S-1, filed with the Commission on March 21, 2017 (File No. 333-216849).
- (11) Previously filed and incorporated by reference to Exhibit 4(F)(1) and 4(F)(2) to the Account's Registration Statement on Form S-1, filed with the Commission on March 21, 2017 (File No. 333-216849).
- (12) Previously filed and incorporated by reference to Exhibit 10.1 to the Account's Current Report on Form 8-K, filed with the Commission on February 16, 2022 (File No. 33-92990).
- (13) Previously filed and incorporated by reference to Exhibit 4(G) to the Account's Annual Report on Form 10-K, filed with the Commission on March 15, 2018 (File No. 33-92990).
- (14) Previously filed and incorporated by reference to Exhibit 4(H) to the Account's Annual Report on Form 10-K, filed with the Commission on March 15, 2018 (File No. 33-92990).
- (15) Previously filed and incorporated by reference to Exhibit 4(I) to the Account's Annual Report on Form 10-K, filed with the Commission on March 15, 2018 (File No. 33-92990).
- (16) Previously filed and incorporated by reference to Exhibit 4(J)(1) and 4(J)(2) to the Account's Annual Report on Form 10-K, filed with the Commission on March 14, 2019 (File No. 33-92990).
- (17) Previously filed and incorporated by reference to Exhibit 4(K) to the Account's Annual Report on Form 10-K, filed with the Commission on March 14, 2019 (File No. 33-92990).
- (18) Previously filed and incorporated by reference to Exhibit 4(L)(1) and 4(L)(2) to the Account's Annual Report on Form 10-K, filed with the Commission on March 12, 2020 (File No. 33-92990).
- (19) Previously filed and incorporated by reference to Exhibit 4(M) to the Account's Annual Report on Form 10-K, filed with the Commission on March 11, 2021 (File No. 33-92990).
- (20) Previously filed and incorporated by reference to Exhibit 4(N) to the Account's Annual Report on Form 10-K, filed with the Commission on March 11, 2021 (File No. 33-92990).
- (21) Previously filed and incorporated by reference to Exhibit 4(O) to the Account's Annual Report on Form 10-K, filed with the Commission on March 11, 2021 (File No. 33-92990).
- (22) Previously filed and incorporated by reference to Exhibit 4(P) to the Account's Annual Report on Form 10-K, filed with the Commission on March 11, 2021 (File No. 33-92990).
- (23) Previously filed and incorporated by reference to Exhibit 4(Q) to the Account's Annual Report on Form 10-K, filed with the Commission on March 11, 2021 (File No. 33-92990).

## **ITEM 16. FORM 10-K SUMMARY.**

Not applicable.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant, TIAA Real Estate Account, has duly caused this annual report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in New York, New York, on the 9th day of March, 2023.

TIAA REAL ESTATE ACCOUNT

By: TEACHERS INSURANCE AND  
ANNUITY ASSOCIATION OF AMERICA

March 9, 2023

/s/ Christine E. Dugan

Christine E. Dugan

Executive Vice President and Product General Manager –  
Institutional Lifetime Income, Teachers Insurance and  
Annuity Association of America (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed by the following trustees and officers of Teachers Insurance and Annuity Association of America, in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ THASUNDA BROWN DUCKETT</u>	President and Chief Executive Officer of Teachers Insurance and Annuity Association of America and Trustee	March 9, 2023
<u>/s/ CHRISTINE E. DUGAN</u>	Executive Vice President and Product General Manager – Institutional Lifetime Income, Teachers Insurance and Annuity Association of America (Principal Executive Officer)	March 9, 2023
<u>/s/ CHRISTOPHER BARAKS</u>	Senior Vice President, Chief Accounting Officer and Corporate Controller of Teachers Insurance and Annuity Association of America (Principal Financial and Accounting Officer)	March 9, 2023
<u>/s/ JAMES R. CHAMBERS</u>	Chairman of the Board of Trustees	March 9, 2023
<u>/s/ PRIYA ABANI</u>	Trustee	March 9, 2023
<u>/s/ SAMUEL R. BRIGHT</u>	Trustee	March 9, 2023
<u>/s/ JASON E. BROWN</u>	Trustee	March 9, 2023
<u>/s/ JEFFREY R. BROWN</u>	Trustee	March 9, 2023
<u>/s/ LISA W. HESS</u>	Trustee	March 9, 2023
<u>/s/ EDWARD M. HUNDERT, M.D.</u>	Trustee	March 9, 2023
<u>/s/ GINA L. LOFTEN</u>	Trustee	March 9, 2023
<u>/s/ LA JUNE MONTGOMERY TABRON</u>	Trustee	March 9, 2023
<u>/s/ MAUREEN O'HARA</u>	Trustee	March 9, 2023
<u>/s/ DOROTHY K. ROBINSON</u>	Trustee	March 9, 2023
<u>/s/ RAMONA E. ROMERO</u>	Trustee	March 9, 2023
<u>/s/ KIM M. SHARAN</u>	Trustee	March 9, 2023
<u>/s/ MARTA TIENDA</u>	Trustee	March 9, 2023

**SUPPLEMENTAL INFORMATION TO BE FURNISHED WITH REPORTS FILED PURSUANT TO  
SECTION 15(D) OF THE ACT BY REGISTRANTS WHICH HAVE NOT REGISTERED  
SECURITIES PURSUANT TO SECTION 12 OF THE ACT**

Because the Registrant has no voting securities, nor its own management or board of directors, no annual report or proxy materials will be sent to contract owners holding interests in the Account.

**TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA  
(TIAA)**

[730 Third Avenue, New York, N.Y. 10017-3206]  
Telephone: [800-842-2733]

**Endorsement to Your TIAA Deferred Annuity Contract**

Effective Date: [Attached at issue / Specific Date]

This endorsement is part of your contract with TIAA and becomes part of it. Please read this endorsement and attach it to your contract.

*[The following provision is added to your contract:]*

*[The **internal funding vehicle transfer** provision is replaced with the following:]*

An **internal funding vehicle transfer** is the movement of accumulations among or between any of the following:

- i. your Traditional Annuity accumulation
- ii. your Real Estate Account accumulation
- iii. your Investment Account accumulation
- iv. your companion CREF certificate
- v. any other funding vehicle accumulation you may have which is administered by TIAA or CREF on the same record-keeping system as this contract.

[However, an internal funding vehicle transfer does not include any of the following:

- [Systematic withdrawals and transfers (SWATs)]
- [Automatic rebalances]
- [Any transaction arising from a TIAA sponsored advice product or service]
- [Transfer Payout Annuity (TPA) payments directed to the Real Estate Account].]

You may not apply internal funding vehicle transfers to your Real Estate Account accumulation if after giving effect to such transfer the total value of your Real Estate Account accumulation under this contract and any other TIAA annuity contract or certificate issued to you would exceed a threshold amount of [\$150,000]. Any internal funding vehicle transfer which cannot be applied pursuant to this rule will be rejected in its entirety and we will communicate such rejection to you. If, as of the effective date of this endorsement, the total value of your Real Estate Account accumulation under this contract and any other TIAA annuity contract or certificate issued to you already exceeds the threshold amount, you will not be required to reduce such accumulation to a level at or below the threshold.


The Real Estate Account accumulation unit values used in applying this provision will be those calculated as of the valuation day preceding the day on which the proposed transfer is to be effective. For the purpose of this provision, the total value of your Real Estate Account accumulation will include the value of any pending internal funding vehicle transfers into your Real Estate Account accumulation under any TIAA annuity contracts or certificates issued to you.

## **Endorsement to Your TIAA Contract**

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TIAA reserves the right in the future to increase or decrease the threshold dollar amount associated with this provision. However, the threshold amount will never be less than \$100,000. If, as of the effective date of such a change in the threshold amount, the total value of your Real Estate Account accumulation under this contract and any other TIAA annuity contract or certificate issued to you already exceeds the new threshold amount, you will not be required to reduce such accumulation to a level at or below the new threshold. TIAA also reserves the right in the future to include among the restricted transactions any of the categories currently excluded above or to include any categories of transactions associated with services that may be introduced in the future. Any such future changes will only affect transactions with effective dates on or after the effective date of such change. You will be given at least two months advance written notice of any such change.

Nothing in this endorsement shall be construed to limit TIAA's right to stop accepting premiums and/or internal transfers at any time.

  
*President and  
Chief Executive Officer*

**Teachers Insurance and Annuity Association of America**

730 Third Avenue, New York, N.Y. 10017-3206

Telephone: [800-842-2733]

**Retirement Choice Annuity Contract**

*Contractholder:* [XYZ Trust Company]  
*Contract Number:* [T-123456]  
*Companion CREF Contract Number:* [C-123456/NONE]  
*Date of Issue:* [01-01-2023]

This contract is delivered in [New York] and is subject to the laws and regulations therein.

This is a legal contract between the Contractholder, [XYZ Trust Company], as Trustee of the [Retirement Choice Annuity Trust] ("Trust"), and us, Teachers Insurance and Annuity Association of America (TIAA). This page refers briefly to some of the features of this contract. The next pages set forth in detail the rights and obligations of TIAA, the employer, employer plan and the Contractholder under the contract. PLEASE READ THIS CONTRACT CAREFULLY. IT IS IMPORTANT.

**GENERAL DESCRIPTION**

The employer remits all premiums for this contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts to the extent such allocation options are made available under the terms of the employer plan. TIAA reserves the right to stop accepting or to limit premiums under the contract at any time.

**Traditional Annuity.** Each premium allocated to the Traditional Annuity under this contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA.

**Investment Accounts.** Each premium allocated to any of the Investment Accounts under this contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.** The separate account charges that apply to each Investment Account will reduce the net annual investment return. For all Investment Accounts other than the Real Estate Account, the separate account charge is guaranteed not to exceed [2.0%] per year of average net assets. The Real Estate Account separate account charge is guaranteed not to exceed [2.5%] per year of average net assets.

For questions about the contract or for help to resolve a problem, contact us at the address or phone number above.

  
 SMD, Corporate Secretary

  
 President and Chief Executive Officer

**Group Flexible Premium Deferred Annuity**  
**Fixed and Variable Accumulations**  
**Nonparticipating**



## INDEX OF PROVISIONS

Section	Section
Accumulation	- Availability ..... 60
- Definition..... 1	- Effective Date ..... 62
- Employee's ..... 9	Maturity Date ..... 21
- Employee's Investment Account ..... 46	Net Investment Factor
- Employee's Traditional Annuity..... 40	- For Other Investment Accounts ..... 47
- Investment Account ..... 45	Ownership ..... 82
- Report of ..... 80	Payee ..... 21
- Traditional Annuity..... 39	Payment to an Estate, Trustee, etc..... 85
Accumulation Units	Plan Benefit Payment..... 58
- Definition..... 44	Plan Directed Payment
- Number of..... 50	- From an Investment Account..... 66
Additional Amounts ..... 41	- From the Traditional Annuity ..... 65
Assignment -Void and of no effect ..... 83	Plan Expense Reimbursement Agreement ..... 77
Benefit Payment ..... 51	Premiums
Benefits Based on Incorrect Data..... 87	- Allocation of ..... 37
Business Day ..... 3	- Payment of ..... 36
Claims of Creditors - Protection Against ..... 89	- Taxes ..... 38
Commuted Value ..... 4	Proof of Survival ..... 88
Companion CREF Contract ..... 35	Rate Schedule
Contestability ..... 34	- Change of..... 92
Contract..... 33	- Definition..... 23
Correspondence with us ..... 91	Real Estate Account
Custom Portfolios Model Service Program	- Definition of..... 42
- CPMSP accumulation ..... 6	Retirement Plan Loan
- Definition ..... 5	- Amount and Effective Date ..... 64
- Employee's CPMSP accumulation ..... 10	Revenue Credit Account ..... 24
Death Benefit	Revenue Credit Account Payment
- Amount of Payments..... 56	- Amount and Effective Date ..... 60
- Beneficiary ..... 2	Roth Accounting ..... 74
- Definition ..... 7	Second Annuitant..... 25
- Payment Methods ..... 55	Section 403(b) of the Internal Revenue Code ..... 75
- Payments after Death of Beneficiary ..... 57	Separate Account
Elections and Changes - Procedure for ..... 84	- Charge..... 49
Employee ..... 8	- Definition..... 26
Employer..... 11	Service of Process upon TIAA..... 86
Employer Plan..... 12	Severance from Employment ..... 27
Employer Plan Fee Withdrawals..... 76	Surrender Charge ..... 28
- Definition..... 13	Termination of Employment ..... 29
ERISA ..... 14	TIAA Access Account ..... 43
Forfeiture Account ..... 15	Traditional Annuity ..... 30
Forfeiture Account Payment	Transfers
- Amount and Effective Date ..... 59	- Crediting Internal Transfers ..... 71
Funding Vehicle..... 16	- Definition of Internal Transfer ..... 18
General Account..... 17	- Effective Date of Transfers ..... 70
Gross Investment Factor..... 48	- Internal Transfers from CREF ..... 69
Income Benefit	- Internal Transfers from
- Amount ..... 54	or among Investment Accounts ..... 67
- Options..... 52	- Restrictions on Transfers ..... 72
- Post-mortem Payments ..... 53	- Restrictions on Transfers into the Real Estate
Investment Account ..... 19	Account - Additional ..... 73
- Insulation of ..... 78	- Transfers from the Traditional Annuity ..... 68
- Modification of ..... 79	Valuation Day and Valuation Period..... 32
Investment Company Act of 1940..... 81	
IRC ..... 20	
Laws and Regulations - Compliance with..... 90	
Lump-sum Benefit	
- Amount ..... 63	

**Account Specifications Page**

The following Investment Accounts are available as of the issue date of this contract. The employer plan may restrict the right to invest in some or all of the accounts:

TIAA Real Estate Account:

[TIAA Access Account Level ☐ Subaccounts:

[Account 1]:

[Account 2]:

[Account 3]:]

This page has been left blank intentionally.

**PART A: TERMS USED IN THIS CONTRACT**

1. The contract's **accumulation** is equal to the sum of all employees' accumulations, as well as any unallocated accumulations, under the contract.
2. A **beneficiary** is any person eligible to receive death benefit payments upon the death of an employee. If none of the beneficiaries named is alive at the time of the employee's death, or if, at the employee's death, no beneficiary had ever been named for that employee, then the death benefit will be paid to the person entitled to such benefits under the terms of the employer plan. If the plan does not specify how to distribute such death benefits, the death benefit will be paid to the employee's estate. If distributions to a named beneficiary are barred by operation of law, the death benefit due that beneficiary will be paid to the employee's estate.
3. A **business day** is any day that the New York Stock Exchange, or its successor, is open for trading. A business day ends at 4:00 P.M. Eastern time, or when trading closes on such exchange, if different.
4. The **commuted** (discounted) **value** is a one-sum amount paid in lieu of a series of payments that are not contingent upon the survival of an employee or second annuitant. It is less than the total of those payments, because future interest, included when computing the series of payments, will not be earned if payment is to be made in one sum. The commuted value of future payments is therefore the sum of those payments less the interest from the date of commutation to the date each payment would have been made. The same interest rate or rates used in computing the benefit payments will be used to determine the commuted value.
5. A **Custom Portfolios Model Service Program (CPMSP)** is an asset allocation program whereby contributions under the employer plan are allocated to model portfolios comprised of funding options in accordance with prescribed target allocation percentages. Some or all of the funding options under this contract may be administered as part of a CPMSP. For employees subscribed in a model within the CPMSP, TIAA will periodically execute Plan Directed Payments from Investment Account accumulations to track the target allocation percentages of the models created for the CPMSP. However, except as specified below in connection with Plan Directed Payments, there will be no movement of Traditional Annuity accumulations out of the Traditional Annuity in connection with the administration of a CPMSP. The terms of the CPMSP and the particular funding options that may be administered as part of a CPMSP will be as agreed upon by TIAA and the employer plan or a duly authorized plan representative. More than one model in a CPMSP may be administered under the contract. However, any specific employee's accumulation can only be managed under one model within the CPMSP at any time.

If the contract is being used in connection with an employer plan in which both an Retirement Choice (RC) and Retirement Choice Plus (RCP) contracts are simultaneously being used as funding vehicles and record-kept as a single plan in TIAA's recordkeeping systems for the purposes of making CPMSPs available to employees, then the only amounts that may be applied to the RCP would be those associated with administering a model(s) in a CPMSP. TIAA may transfer an employee's Investment Account accumulations between the RCP and the corresponding accounts in the RC in accordance with the terms of the CPMSP as agreed upon by TIAA and the employer plan or a duly authorized plan representative under circumstances in which an employee begins or ceases participation in a model in a CPMSP.

In connection with any CPMSP, and notwithstanding any other provisions in the contract to the contrary, each employee retains, with respect to the employee's accumulation in the CPMSP,

the following rights to the full extent an employee may be granted these rights under the contract: the right to (i) withdraw accumulations subject to all otherwise applicable restrictions on an employee's right to withdraw or transfer such accumulations; (ii) vote securities, or delegate the authority to vote securities to another person; (iii) be provided in a timely manner with a written confirmation or other notification of each transaction, and all other documents required by law to be provided to a security holder; and (iv) proceed directly as a security holder against the issuer of any security in the employee's account.

6. A **Custom Portfolios Model Service Program accumulation (CPMSP accumulation)** is the portion of the contract accumulation equal to the sum of all employees' CPMSP accumulations in a given CPMSP under the contract.
7. The **death benefit** for an employee is the current value of the employee's accumulation.
8. An **employee** is any employee entitled to benefits under the employer plan.
9. An **employee's accumulation** is the sum of the employee's Traditional Annuity accumulation (as defined in section 40) and the employee's Investment Account accumulations (as defined in section 46). Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 31.
10. An **employee's Custom Portfolios Model Service Program accumulation (employee's CPMSP accumulation)** is the portion of the employee's accumulation maintained for the sole purpose of providing a record of amounts accumulated in the Traditional Annuity in a model in a CPMSP and/or an Investment Account in a model in a CPMSP.
11. The **employer** is [ABC Institution].
12. The **employer plan** is the retirement plan of the employer as amended from time to time, or any successor retirement plan. Employees' and beneficiaries' eligibility to receive benefits available under the contract and the conditions of such benefit payments will be determined by reference to the employer plan, the terms of which comprise valid instructions from the plan administrator for the employer plan to the extent such plan terms do not enlarge the rights otherwise available under the contract. However, neither the Contractholder nor the employer plan may modify the manner in which the amounts of any lump-sum benefits, death benefits, or annuity benefits available under the contract are to be calculated. The plan administrator for the employer plan must notify TIAA of any changes to the terms of the employer plan. If TIAA takes any action in good faith before receiving such notice, we will not be subject to liability even if our acts were contrary to the terms of the employer plan as modified by such change.
13. **Employer plan fee withdrawals** are amounts deducted from the contract's accumulation in accordance with the terms of the employer plan to pay fees associated with the administration of the plan.
14. **ERISA** is the Employee Retirement Income Security Act of 1974, as amended.

15. **Forfeiture account.** A forfeiture account is an unallocated suspense account that holds amounts forfeited when an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan. The **forfeiture account accumulation** is the total amounts held in such an account.
16. A **funding vehicle** is an annuity contract (and any underlying investment options), custodial account trust, mutual fund, or other such similar arrangement designated to receive contributions under the employer plan. A funding vehicle may or may not be administered as part of TIAA's recordkeeping services for the employer plan. A funding vehicle will be referred to as an **internal funding vehicle** if it is being administered under the same recordkeeping system as that which is maintaining the individual employee records for this contract, whether or not TIAA is providing those recordkeeping services. Otherwise a funding vehicle will be referred to as an **external funding vehicle**.
17. The **general account** consists of all of TIAA's assets other than those in separate accounts.
18. An **internal transfer** is the movement of accumulations between the employee's Traditional Annuity accumulation and the employee's Investment Account accumulations, among an employee's Investment Account accumulations, or between this contract and a companion CREF contract, if any. The provisions concerning internal transfers are set forth in Part F.
19. An **Investment Account** under this contract refers to the Real Estate Account. It also refers to any subaccount of any other Separate Account available under this contract, that holds shares of a fund or funds which are managed with a specified investment objective. The Investment Accounts available as of the issue date of this contract are listed on the account specifications page and, for accounts other than the Real Estate Account, are specific to the indicated level.
20. The **IRC** is the Internal Revenue Code of 1986, as amended. All references to any section of the IRC shall be deemed to refer not only to such section but also to any amendment thereof, any successor statutory provisions, and any regulations thereunder.
21. **Contract and employee maturity dates.** The **contract maturity date** is the date as of which all accumulations under the contract have been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract beyond those associated with any ongoing payout annuity benefits. An **employee maturity date** is the date as of which all of an employee's accumulation has been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract with regard to that employee, beyond those associated with any ongoing payout annuity benefits being paid in connection with such employee. TIAA is not obliged to accept new premiums with regard to that employee.
22. The **payee** is a person named to receive any periodic payments or amounts due under an income option or death benefit payment method as explained in sections 53 and 57.
23. The **rate schedule** sets forth the bases for computing the Traditional Annuity accumulation and any benefits and distributions arising from it. To the extent permitted by law, TIAA may change the rate schedule for amounts applied after the change, as explained in section 92.
24. **Revenue credit account** (sometimes called an **ERISA account**). A revenue credit account is an unallocated suspense account established to cover reasonable and necessary plan expenses or to

provide credits to employee and beneficiary plan accounts. The revenue credit account is comprised of payments that TIAA makes to it in its capacity as the plan's recordkeeper. These payments are derived from the excess, if any, of fees paid by the plan to TIAA in connection with the recordkeeping and administrative services for the funding options selected by the plan, that exceed the actual costs incurred by TIAA. TIAA shall also remit to the revenue credit account refunds which it collects in its capacity as the plan's recordkeeper, if any, from plan fund providers when the fees paid by the plan to such fund providers exceed the actual costs incurred by the plan's fund providers.

25. A **second annuitant** is the person named when an employee starts to receive income under a two-life annuity, to receive an income for life if he or she survives the employee. The second annuitant may be any person eligible under TIAA's practices then in effect.
26. The **Separate Accounts** are the accounts described in Part D.
27. A **severance from employment** occurs when an employee is no longer employed by any of the entities that are part of the employer as defined herein. In accordance with the provisions of the IRC and applicable regulations, a severance from employment will be deemed to occur even if the employee continues to perform the same job for a different employer that does not maintain the employer plan after a merger, acquisition, consolidation or other business transaction.
28. A **surrender charge** will be assessed against any portion of the Traditional Annuity accumulation withdrawn as a lump-sum benefit as shown in the rate schedule. A surrender charge will also be assessed on each Plan Directed Payment paid from the Traditional Annuity as shown in the rate schedule.
29. **Termination of employment** for the purpose of determining the availability of the lump-sum benefit occurs when an employee is no longer employed by any of the entities that are part of the employer as defined herein. Dissolution or modification of the employer plan; changes in the name or affiliation of the employer; leaves of absence, with or without pay; vacations; or other events not in fact a termination of employment will not be considered a termination of employment.
30. The **Traditional Annuity** refers to the guaranteed annuity benefits under the contract. Each premium and internal transfer allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of income, based on the rate schedule in effect for the contract at the time the premium is paid.
31. **Unallocated accumulations.** As permitted by applicable law and in accordance with the terms of the employer plan, under certain circumstances upon the mutual agreement of TIAA and the plan administrator for the employer plan, including but not limited to the maintenance of a forfeiture account or a revenue credit account (sometimes called an ERISA account), some or all of the contract's accumulation may not be attributable to any individual employee under the employer plan. One or more such unallocated accumulation may be maintained on TIAA's recordkeeping system and the amount of any such accumulation and any benefits arising from it will be determined as if it were a single employee's accumulation without reference to any actual employees.
32. A **valuation day** is any business day. Valuation days end as of the close of all U.S. national exchanges where securities or other investments of the Investment Accounts are principally

traded. A **valuation period** is the time from the end of a valuation day to the end of the next valuation day.

### PART B: CONTRACT AND PREMIUMS

- 33. The contract.** This document and any endorsements thereto, constitute the entire contract between TIAA and the Contractholder, and the provisions therein alone will govern with respect to the rights and obligations of TIAA and the Contractholder. The payment of premiums is the consideration for the contract.

The sole responsibility of the Contractholder (as Trustee of the Trust) is to serve as a party to the contract. The employer is an institution that is participating in the Trust.

The contract may be amended by agreement of TIAA and the Contractholder without the consent of any other person, provided that such change does not reduce any benefit purchased under the contract up to that time. Any endorsement or amendment of this contract, waiver of any of its provisions, or change in rate schedule will be valid only if in writing and signed by an executive officer of TIAA.

Nothing in the contract invalidates or impairs any right granted to the certificate owner by the certificate.

- 34. Contestability.** The contract is incontestable.

- 35. Companion CREF contract.** The College Retirement Equities Fund (CREF) is a companion organization to TIAA. A companion CREF Retirement Choice Annuity contract may have been delivered to the Contractholder, as Trustee of the Trust, when this contract was issued. The contract number for any such companion CREF contract is shown on page 1. If TIAA deletes all Investment Accounts and any of the Investment Accounts was, at any time, available under the terms of the employer plan, then a companion CREF Retirement Choice Annuity contract will be issued, without application, as a funding vehicle for the employer plan, if such companion contract had not been previously issued.

- 36. Premiums** for this contract must be remitted under the terms of the employer plan. Premiums include any transfers, other than internal transfers, to this contract from other funding vehicles. Premiums may be stopped at any time without notice to TIAA and then resumed without payment of any past due premium or penalty of any kind.

TIAA reserves the right to stop accepting or to limit premiums under the contract at any time. TIAA will not accept premiums paid on behalf of an employee after the employee's death. Premiums will be credited to the contract as of the end of the business day in which they are received by TIAA, at the location that TIAA will designate by prior written notice, in good order and in accordance with procedures established by TIAA or as required by law.

- 37. Allocation of premiums.** Premiums may be allocated to either the Traditional Annuity or the Investment Accounts to the extent such allocation options are made available under the terms of the employer plan. Premiums allocated to the Traditional Annuity increase the Traditional Annuity accumulation. Premiums allocated to an Investment Account purchase accumulation units in that Investment Account. TIAA will allocate premiums according to the most recent valid instructions we have received in accordance with the terms of the employer plan in a form acceptable to TIAA. If no valid allocation instructions have been received, we will allocate premiums in accordance with the terms of the employer plan.



TIAA may stop accepting or limit premiums to the Traditional Annuity or to any or all of the Investment Accounts at any time.

38. **Premium taxes.** If premium taxes are incurred, they will be deducted from the contract accumulation, to the extent permitted by law.

### PART C: TRADITIONAL ANNUITY ACCUMULATION

39. The **Traditional Annuity accumulation** is the sum of all employees' Traditional Annuity accumulations, as well as any unallocated Traditional Annuity accumulations, held under the contract.

40. **Employee's Traditional Annuity accumulation.** Except as described in section 31, TIAA will maintain nominal Traditional Annuity accumulations on behalf of each employee in whose name amounts are credited to the Traditional Annuity under the contract. An employee's Traditional Annuity accumulation is the amount so held under the contract for that employee. Any amounts added to or deducted from the Traditional Annuity accumulation under this contract will be attributed to individual employees' Traditional Annuity accumulations, as applicable, in accordance with the terms of the employer plan. Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 31.

An employee's Traditional Annuity accumulation is, with respect to amounts recorded and transactions made on behalf of that employee, the sum of:

- A) all premiums allocated to the Traditional Annuity; plus
  - B) interest credited by TIAA at the guaranteed accumulation interest rate set forth in the rate schedule; plus
  - C) any additional amounts credited to the Traditional Annuity by TIAA; plus
  - D) any internal transfers to the Traditional Annuity; less
  - E) any premium taxes incurred by TIAA for the Traditional Annuity; less
  - F) any employer plan fee withdrawals, interest payments, plan benefit payments, lump-sum benefits, and any minimum distribution payments paid from the Traditional Annuity; less
  - G) any charges for expenses and contingencies deducted by TIAA as set forth in the rate schedule; less
  - H) any amounts deducted to provide an annuity income option or a death benefit payment method from the Traditional Annuity; less
  - I) any transfers from the Traditional Annuity; less
  - J) any amounts forfeited as described above; less
  - K) any Plan Directed Payments paid from the Traditional Annuity; less
  - L) any surrender charges assessed by TIAA as set forth in the rate schedule.
41. **Additional amounts.** TIAA may credit additional amounts to the Traditional Annuity accumulation. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited. Additional amounts may also be paid with any Traditional Annuity benefits payable.
- Any additional amounts credited to the Traditional Annuity accumulation will be credited under a schedule of additional amount rates declared by TIAA. For a Traditional Annuity

accumulation in force as of the effective date of such a schedule, the additional amount rates will not be modified for a period of twelve months following the schedule's effective date. For any premiums and internal transfers applied to the Traditional Annuity during the twelve-month period described in the preceding sentence, TIAA may declare additional amounts at rates which remain in effect through the end of such twelve-month period. Thereafter, any additional amount rates declared for such premiums and internal transfers will remain in effect for periods of twelve months or more.

#### **PART D: SEPARATE ACCOUNTS**

42. The **Real Estate Account** is designated as "VA-2" and was established by TIAA in accordance with New York law to provide benefits under this contract and other contracts. The assets and liabilities of separate account VA-2 are segregated from the assets and liabilities of the general account, and from the assets and liabilities of any other TIAA separate account. All premiums and internal transfers credited to the Real Estate Account become part of separate account VA-2.
43. The **TIAA Access Account (The Access Account)** is designated as "VA-3" and was established by TIAA in accordance with New York law to provide benefits under this contract and other contracts. The assets and liabilities of separate account VA-3 are segregated from the assets and liabilities of the general account, and from the assets and liabilities of any other TIAA separate account. All premiums and internal transfers credited to the Access Account become part of separate account VA-3.
44. **Accumulation unit.** Each Investment Account maintains a separate accumulation unit. The value of each Investment Account's accumulation unit is calculated at the end of each valuation day. For Investment Accounts other than the Real Estate Account, the value of an Investment Account's accumulation unit as of the end of each valuation day is equal to the previous day's value multiplied by that account's net investment factor. For the Real Estate Account, the value of an accumulation unit as of the end of each valuation day is determined by dividing A) the value of the account's accumulation fund as of the end of the valuation day by B) the total number of accumulation units in the account outstanding as of the end of the valuation day. The value of the Real Estate Account's accumulation fund and the total number of accumulation units does not include the impact of units added or subtracted as of that valuation day. The Real Estate Account's accumulation fund equals the portion of the account's total net assets allocated to unitholders in the accumulation period. The value of the Real Estate Account's accumulation fund at the end of a valuation day equals the corresponding value at the end of the previous valuation day, increased by amounts added to the fund during the current period and reduced by amounts withdrawn from the fund during the current period. These changes include the increase by the allocated portion of the current period's net investment income and capital gains and the decrease by the allocated portion of the current period's capital losses and separate account charges incurred since the previous valuation day. This allocated portion is determined in accordance with the proportion of the account's accumulation fund relative to the account's total net assets as of the end of the previous valuation day as adjusted for additions to and withdrawals from each fund as of the beginning of the current period.
45. An **Investment Account accumulation** is the sum of all employees' Investment Account accumulations, as well as any unallocated Investment Account accumulations, for a particular Investment Account, held under the contract.

46. An **employee's Investment Account accumulation** is equal to the number of accumulation units owned under the contract on behalf of that employee, in that Investment Account, multiplied by the value of one accumulation unit in that Investment Account. Investment Account accumulations are variable and are not guaranteed. They may increase or decrease depending on the investment results of the funds underlying the Investment Accounts.

Any amounts added to or deducted from any of the Investment Account accumulations under this contract will be attributed to individual employee's Investment Account accumulations, as applicable, in accordance with the terms of the employer plan. Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 31.

47. The **Net Investment Factor** for any Investment Account other than the Real Estate Account equals that account's gross investment factor minus the separate account charge incurred for that account since the previous valuation day.

48. Each Investment Account other than the Real Estate Account has its own **Gross Investment Factor**. An Investment Account's Gross Investment Factor equals A divided by B, as follows:

- A equals
- i. the value of the shares in the fund(s) held by the account, as reported to us by the fund(s), as of the end of the valuation day, excluding the net effect of Contractholders' transactions (i.e., premiums received, benefits paid, and transfers to and from the account) made during that day; plus
  - ii. investment income and capital gains distributed to the account; less
  - iii. any amount paid and/or reserved for tax liability resulting from the operation of the account since the previous valuation day.

- B equals the value of the shares in the fund(s) held by the account as of the end of the prior valuation day, including the net effect of Contractholders' transactions made during the prior valuation day.

49. Each Investment Account has its own **separate account charge**. The separate account charge for the Real Estate Account is assessed for mortality and expense risk, liquidity risk, and administrative and investment advisory services. The Real Estate Account separate account charge can be increased or decreased at the discretion of TIAA and is guaranteed not to exceed [2.50%] per year of average net assets.

The separate account charge for any Investment Account other than the Real Estate Account is assessed for mortality and expense risk and administration. The separate account charge for any subaccount of TIAA VA-3 under this contract can be increased or decreased at the discretion of TIAA and is guaranteed not to exceed [2.0%] per year of that Investment Account's average net assets.

50. **Number of Accumulation Units.** The number of accumulation units in an Investment Account under this contract will be increased by:

- A) any premiums allocated to that Investment Account; and
- B) any internal transfers made to that Investment Account;

and will be decreased by:

- C) the application of any accumulations in that Investment Account to provide any available form of benefit payments as described in Part E;
- D) any internal transfers from the accumulation in that Investment Account to the Traditional Annuity, another Investment Account, or the companion CREF contract;
- E) any amounts forfeited as described in section 46;
- F) any premium taxes incurred by TIAA for that Investment Account in this contract;
- G) any employer plan fee withdrawals from that Investment Account; and
- H) any minimum distribution payments paid from that Investment Account.

The increase or decrease in the number of accumulation units on any valuation day is equal to the net dollar value of all transactions divided by the value of the Investment Account's accumulation unit as of the end of the business day on which the transaction becomes effective.

### PART E: BENEFIT PAYMENTS

- 51.** A **benefit payment** is any of the following types of payments made from this contract, under the terms of the employer plan.

An **income benefit** is a payment to an employee made under one of the options described in section 52.

A **death benefit payment** is a payment to a beneficiary under one of the methods described in section 55.

A **plan benefit payment** is a single-sum payment of an employee's entire accumulation made directly to an employee, beneficiary, or the estate of an employee or beneficiary as a benefit distribution under the terms of the employer plan. A plan benefit payment is only available when an employee has a severance from employment with the employer and is subject to the restrictions on mandatory distributions under the IRC. A plan benefit payment may also be applied to a TIAA annuity contract or certificate issued to an employee.

A **forfeiture account payment** is the payment of amounts held under a forfeiture account as described in sections 40, 46, and 59.

A **revenue credit account payment** is the payment of amounts held under a revenue credit account as described in section 60.

A **lump-sum benefit** is a single-sum payment, made at the voluntary direct affirmative request of an employee, of some or all of an employee's accumulation, less any applicable surrender charges.

A **retirement plan loan** is a disbursement of some or all of an employee's Investment Account accumulation to provide loans.

**Plan Directed Payments** are payments directed by the plan or a duly authorized plan representative in accordance with and to the extent permitted by the terms of the employer plan, to any person, trustee, or corporation (other than an employee or beneficiary under the terms of the employer plan or the estate of such employee or beneficiary) duly designated, including payments made to effect transfers among the Traditional Annuity

accumulations, Investment Account accumulations, or the companion CREF contract, if any. Plan Directed Payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation, less any applicable surrender charges as described in section 65. Plan Directed Payments from the Traditional Annuity accumulation can also include payments made as a series of payments of the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract, less any applicable surrender charges. A Plan Directed Payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract, subject to the provisions of section 66. A Plan Directed Payment from an Investment Account accumulation can also include a lump-sum payment of that Account's entire accumulation in a specific model in a CPMSP under the contract.

- 52. Income options** are the ways in which an employee's income benefit may be paid. The income options are available from an employee's Traditional Annuity accumulation only. Some or all of an employee's Investment Account accumulations may be transferred to the employee's Traditional Annuity accumulation to provide benefits under these options.

The choice of option may be made any time before such income benefit payments begin. The choice may be changed any time before payments begin, but once they have begun, the election to begin receiving benefits is irrevocable and no change can be made. The employee may not begin a one-life annuity after he or she attains age 90, nor may the employee begin a two-life annuity after the employee or the second annuitant attains age 90.

If the plan administrator for the employer plan or his or her designee notifies us that distribution from an employee's accumulation must begin under the minimum distribution rules of federal tax law, we will begin distributions satisfying such requirements.

The following are the available annuity income options:

**One-life annuity.** A payment will be made to the employee each month for as long as he or she lives. A guaranteed period of 10, 15, or 20 years may be included. If no guaranteed period is included, all payments will cease at his or her death. If a guaranteed period is included and the employee dies before the end of that period, payments will continue until the end of that period and then cease, as explained in section 53.

**Two-life annuity.** A payment will be made to the employee each month for as long as he or she lives. After the employee's death, a payment will be made each month to the second annuitant, for as long as such second annuitant lives. The choice of second annuitant may not be changed after payments to the employee have begun. A guaranteed period of 10, 15, or 20 years may be included. If no guaranteed period is included, all payments will cease after both the employee and the second annuitant have died. The following forms of two-life annuity are available.

**Full benefit to survivor.** At the death of either the employee or the second annuitant, the full amount of the monthly payments that would have been paid if they both had lived will continue to be paid to the survivor. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, the full amount of the monthly payments that would have been paid if both had lived will continue to be paid until the end of that period and then cease, as explained in section 53.

**Two-thirds benefit to survivor.** At the death of either the employee or the second annuitant, two-thirds of the monthly payments that would have been paid if they both had lived will continue to be paid to the survivor. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, two-thirds of the monthly payments that would have been paid if they both had lived will continue to be paid until the end of that period and then cease, as explained in section 53.

**Half benefit to second annuitant.** The full monthly payments will continue to be paid as long as the employee lives. After the employee's death, if the second annuitant survives the employee, one-half of the monthly payments that would have been paid if the employee had lived will continue to be paid to the second annuitant. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, one-half of the monthly payments that would have been paid if the employee had lived will continue to be paid until the end of that period and then cease, as explained in section 53.

**Three-quarters benefit to second annuitant.** The full monthly payments will continue to be paid as long as the employee lives. After the employee's death, if the second annuitant survives the employee, three-quarters of the monthly payments that would have been paid if the employee had lived will continue to be paid to the second annuitant. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, three-quarters of the monthly payments that would have been paid if the employee had lived will continue to be paid until the end of that period and then cease, as explained in section 53.

Other available income option(s):

**Interest payments option.** The value of the Traditional Annuity accumulation placed under this option must be at least [\$10,000]. This option may only be elected by an employee when the date on which the employee must begin receiving distributions in accordance with the requirements of federal tax law is at least one year in the future and the employee is at least age 55. The amount of payment under this option will be based on the interest rates that TIAA would otherwise credit to the employee's Traditional Annuity accumulation. A payment will be made to an employee each month until the employee dies or converts to another income option or until such time that the accumulation under this option is otherwise disbursed under the terms of the contract. An employee may not convert to a one-life annuity after he or she attains age 90, nor may an employee convert to a two-life annuity after that employee or that employee's second annuitant attains age 90.

Any subsequent elections or transactions available under the contract, attributable to the employee's Traditional Annuity accumulation, will correspondingly reduce the amount of that employee's Traditional Annuity accumulation providing for interest payments under this option, in accordance with procedures established by TIAA.

- 53. Post-mortem payments during a guaranteed period.** Any periodic payments or other amounts remaining due after the death of the employee and the death of the second annuitant, if any, during a guaranteed period will be paid to the payee named to receive them. The payee designated to receive these payments is named at the time the income option is chosen.

A payee may choose to receive in one sum the commuted value of any remaining periodic payments that do not involve life contingencies, unless prohibited under the terms of the

employer plan. If no payee was named to receive these payments, or if no one so named is then living, we will pay the remaining payments due or the commuted value of the remaining periodic payments in one sum to the estate of the employee, or to the estate of the last survivor of the employee and the second annuitant if a two-life annuity has been chosen.

If a payee receiving payments during a guaranteed period dies while payments remain due, the commuted value of any remaining payments due to that person will be paid to any other surviving payee that had been named to receive them. If no payee so named is then living, the commuted value will be paid to the estate of the last payee who was receiving these benefit payments.

**54.** The **amount of the income benefit** payable to an employee will be determined as of the effective date for that income option, on the basis of:

- A) the income option chosen;
- B) if a one-life annuity is chosen, the employee's age;
- C) if a two-life annuity is chosen, the employee's age and the second annuitant's age;
- D) the amount of the employee's Traditional Annuity accumulation applied to provide the income benefit; and
- E) the rate schedule or schedules under which any premiums and internal transfers were applied to the Traditional Annuity accumulation on behalf of that employee.

If the income benefit payable to the employee would be less than [\$100] a month, TIAA will have the right to change to quarterly, semi-annual or annual payments, whichever will result in payments of [\$100] or more and the shortest interval between payments. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the income benefit chosen will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

**55.** **Death benefit payment methods** are the ways in which a beneficiary may receive the death benefit. The single-sum payment method is available from all or any part of an employee's accumulation. The other methods are available from the employee's Traditional Annuity accumulation only. All or any part of the employee's Investment Account accumulations may be transferred to the employee's Traditional Annuity accumulation to provide benefits under the other payment methods.

The choice of method may be made any time before the date the death benefit payment is paid or begins. The choice may be changed any time before payments begin, but once they have begun, no change can be made. If the amount of the death benefit due to any one beneficiary is less than [\$5,000], TIAA may change the method of payment for the portion of the death benefit payable to that beneficiary to the single-sum payment method. A beneficiary may not begin to receive the death benefit under the one-life annuity method after he or she attains age 90.

If the plan administrator for the employer plan or his or her designee notifies us that distribution from an employee's accumulation must begin under the minimum distribution rules of federal tax law, we will begin distributions satisfying such requirements.

The following are the available methods:

**Single-sum payment.** The death benefit will be paid to the beneficiary in one sum.

**One-life annuity.** A payment will be made to the beneficiary each month for life. A guaranteed period of 10, 15, or 20 years may be included. If a guaranteed period isn't included, all payments will cease at the death of the beneficiary. If a guaranteed period is

included and the beneficiary dies before the end of that period, monthly payments will continue until the end of that period and then cease, as explained in section 57.

- 56. The amount of death benefit payments** under a one-life annuity will be determined as of the date payments are to begin by:

- A) the amount of the employee's Traditional Annuity accumulation applied to the one-life annuity;
- B) the rate schedule or schedules under which any premiums and internal transfers were applied to the Traditional Annuity accumulation on behalf of that employee; and
- C) the age of the beneficiary.

If any method chosen would result in payments of less than [\$100] a month, TIAA will have the right to require a change in choice that will result in payments of at least [\$100] a month. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the death benefit payment method chosen will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

- 57. Payments after the death of a beneficiary.** Any periodic payments or other amounts remaining due after the death of a beneficiary during a guaranteed period will be paid to the payee named to receive them. The commuted value of these payments may be paid in one sum unless prohibited under the terms of the employer plan. The payee designated to receive these payments is named at the time the payment method is chosen.

If no payee was named to receive these payments, or if no one so named is living at the death of the beneficiary, the commuted value will be paid in one sum to the beneficiary's estate.

If a payee receiving these payments dies before the end of the guaranteed period, the commuted value of any payments still due that person will be paid to any other payee named to receive it. If no one has been so named, the commuted value will be paid to the estate of the last payee who was receiving these payments.

- 58. Amount and effective date of a plan benefit payment.** If an employee has a severance from employment with the employer, we may distribute all of that employee's accumulation as a plan benefit payment in accordance with the terms of the employer plan and subject to the restrictions on mandatory distributions under the IRC.

A plan benefit payment will be effective as of the end of the business day in which we receive the plan administrator's request for the plan benefit payment in a form acceptable to TIAA. The plan administrator for the employer plan may defer the effective date of the plan benefit payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A plan benefit payment may not be revoked after its effective date. TIAA may defer the payment of a Traditional Annuity plan benefit payment for up to six months.

- 59. Amount and effective date of a forfeiture account payment.** In accordance with and to the extent permitted by the terms of the employer plan, the plan administrator for the employer plan may request a withdrawal of some or all of the forfeiture account accumulation, if any, to pay reasonable and necessary plan expenses, provide additional contributions to employee accounts, or for use as a premium offset of plan contributions. To the extent such payments are used to reduce the employer's obligation to make contributions on behalf of other employees, they will be treated under the terms of the contract as premiums newly allocated to such employees'



accumulations. Such payments will only be made directly to the plan administrator for the employer plan or to another funding vehicle selected by the plan administrator for the employer plan to administer such payments, following procedures that enable TIAA to determine that such payments are permitted under ERISA and/or applicable state law.

A forfeiture account payment will be effective as of the end of the business day in which we receive the plan administrator's request for the forfeiture account payment in a form acceptable to TIAA. The plan administrator for the employer plan may defer the effective date of the forfeiture account payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A forfeiture account payment will reduce the forfeiture account accumulation by the amount paid. If different rate schedules apply to different parts of the Traditional Annuity portion of the forfeiture account accumulation, such reduction will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. A forfeiture account payment may not be revoked after its effective date.

- 60. Amount and effective date of a revenue credit account payment.** The plan administrator for the employer plan may instruct us in writing to withdraw all or part of a revenue credit account accumulation to pay reasonable and necessary plan expenses or to issue credits to employee and beneficiary plan accounts. Revenue credit account payments will only be made directly to the plan administrator for the employer plan or to another funding vehicle selected by the plan administrator for the employer plan to administer such payments, following procedures that enable TIAA to determine that such payments are permitted under ERISA and/or applicable state law.

A revenue credit account payment will be effective as of the end of the business day in which we receive the plan administrator's written request for the revenue credit account payment. The plan administrator for the employer plan may defer the effective date of the revenue credit account payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A revenue credit account payment reduces the accumulation from which it is paid by the amount paid. If different rate schedules apply to different parts of the revenue credit account's Traditional Annuity accumulation, such reduction will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. A revenue credit account payment may not be revoked after its effective date.

- 61. Availability of the lump-sum benefit.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may withdraw his or her Traditional Annuity accumulation or any of his or her Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than [\$1,000]. Lump-sum benefits from an employee's Traditional Annuity accumulation can only be made within [120 days] after:

- A) the date an employee terminates employment or, if later;
- B) the specific date stipulated in the employer plan.

After the [120-day] period expires the election of a lump-sum benefit from an employee's Traditional Annuity accumulation will never again be available. Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules.

TIAA reserves the right to limit lump-sum benefits from an employee's Traditional Annuity accumulation and each of an employee's Investment Account accumulations to not more than one in a calendar quarter.

- 62. Effective date of a lump-sum benefit.** Any choice of lump-sum benefit must be made by notice to TIAA as explained in section 84 in a form acceptable to TIAA. A lump-sum benefit will be effective as of the business day on which we receive, in a form acceptable to TIAA:

- A) an employee's request for a lump-sum benefit; and
- B) verification from the employer of the employee's eligibility for a lump-sum benefit, and certification of termination of employment if the lump-sum benefit is requested from the Traditional Annuity accumulation.

An employee may choose to defer the effective date of the lump-sum benefit until any business day following the date on which we receive the above requirements. In no event, however, can a lump-sum benefit from the Traditional Annuity accumulation be effective before the date that the employee terminates employment or after the [120 day] period described in section 61.

TIAA will determine all values as of the end of the effective date. An employee can't revoke a request for a lump-sum benefit after its effective date.

TIAA may defer the payment of a Traditional Annuity lump-sum benefit for up to six months.

If any accumulations under this contract are attributable either directly or indirectly to transfers from another TIAA or CREF contract, where such other contracts included any "Equity Wash" provisions or any other such provisions restricting the timing of transfers, then the payment of any lump-sum benefits of such accumulations will be constrained by any such applicable provisions.

- 63. Amount of a lump-sum benefit.** If an employee chooses a lump-sum benefit from his or her Traditional Annuity accumulation, when such lump-sum is available as described above, we will pay the portion of the employee's Traditional Annuity accumulation chosen, less any surrender charge in accordance with the applicable rate schedule or schedules. If an employee chooses a lump-sum benefit from the employee's Investment Account accumulations, we will pay the portion of the employee's Investment Account accumulation chosen. Payment of a lump-sum benefit reduces the accumulation from which it is paid by the amount chosen, including any surrender charge. Lump-sum benefits from the Traditional Annuity accumulation will be paid first from any amounts remaining to be transferred under a Transfer Payout Annuity, then from any amounts under the interest payments option, if necessary, and then from the balance of the employee's Traditional Annuity accumulation, if necessary. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the lump-sum benefit will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

- 64. Amount and effective date of a retirement plan loan.** If the employer plan so provides and in accordance with section 72(p) of the IRC, as amended, and ERISA, to the extent applicable, an employee may request a retirement plan loan from his or her Investment Account accumulations, at any time prior to that employee's maturity date. The amount of a retirement plan loan may generally not exceed the least of:

- i) the total of the employee's Investment Account accumulations;

- ii) [50%] of the present value of the employee's vested accrued benefit under any of the employee's employer's plans; and
- iii) [\$50,000]

In determining the amount available for a retirement plan loan, all plans of the employee's employer, including 403(b), 401(a), 403(a) and 457(b) plans, to the extent loans are available, and all such plans of any related employers under IRC Section 414(b), (c) or (m) shall be considered employer plans for this purpose.

A request for a retirement plan loan must be made on or before the employee's maturity date. A retirement plan loan will be effective as of the business day on which we receive the employee's request, in a form acceptable to TIAA as well as any spousal waiver that may be required under ERISA or the terms of the employer plan. TIAA will determine all values as of the end of the effective date. A request for a retirement plan loan can't be revoked after its effective date.

A retirement plan loan reduces the accumulations from which it is paid by the amount of the loan chosen. The loan will be issued in accordance with the terms of a loan agreement. The loan agreement will describe the terms, conditions and any fees or charges for the loan. Any loan repayments applied to this contract will be applied as new premiums.

**65. Amount and effective date of Plan Directed Payments from the Traditional Annuity.** Plan Directed Payments from the Traditional Annuity accumulation are a series of payments made for the purpose of paying out the contract's entire Traditional Annuity accumulation, including payments made to effect a transfer to an Investment Account accumulation or to the companion CREF contract, if any.

Plan Directed Payments from the Traditional Annuity accumulation can also include payments made as a series of payments, to be paid over the period of time described below, for the purpose of paying out the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract including payments made to effect a transfer to an Investment Account accumulation or to the companion CREF contract, if any. Plan Directed Payments executed for this purpose will be referred to as Custom Portfolios Model Service Program Plan Directed Payments (CPMSP PDPs). Any Plan Directed Payments, including CPMSP PDPs, will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules.

The availability of CPMSP PDPs is subject to the following:

1. CPMSP PDPs may only be paid from Traditional Annuity accumulations held within a model in a CPMSP.
2. Any portion of the contract's accumulation being paid as CPMSP PDPs may not be included in the calculation of any request for or calculation of any other series of Plan Directed Payments.
3. The request for CPMSP PDPs is irrevocable once we receive the written request in good order from the plan administrator or a duly authorized representative of the plan. The first payment will be effective as of the end of a business day that is not more than [90] days after the business day that we receive the written request for such CPMSP PDPs. TIAA will determine all values as of such effective date.

Such Plan Directed Payments will be made [monthly] over [a 60-month period]. The amount of each payment will be equal to the total remaining Traditional Annuity accumulation divided by the number of remaining payments. Each Plan Directed Payment will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. TIAA and the

plan administrator or a duly authorized representative of the plan may agree to Plan Directed Payment arrangements with alternative schedules and associated charges. Any such surrender charges may be deducted from employees' accumulations. The consent of an employee is not required to elect Plan Directed Payments.

The first Plan Directed Payment will be effective as of the end of the business day that is [60 days] after the business day we receive the authorized request of the plan administrator or a duly authorized representative of the plan to begin Plan Directed Payments from the Traditional Annuity accumulation by written instructions in a form acceptable to TIAA.

TIAA will determine all values as of the end of the effective date. The request for Plan Directed Payments may not be revoked after the effective date of the first payment. Each Plan Directed Payment reduces each employee's Traditional Annuity accumulation. The reduction, including any applicable surrender charge, will be allocated among the employees' Traditional Annuity accumulations on a pro-rata basis. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the reduction to that employee's accumulation will be on a pro-rata basis among the parts in accordance with procedures established by TIAA.

As of the effective date of Plan Directed Payments from the Traditional Annuity accumulation, no further premiums or internal transfers will be accepted into the Traditional Annuity accumulation.

- 66. Amount and effective date of a Plan Directed Payment from an Investment Account.** A Plan Directed Payment from an Investment Account accumulation is a lump-sum payment of the contract's entire accumulation in that Account, including payments made to effect a transfer to the Traditional Annuity accumulation or to the companion CREF contract, if any.

A Plan Directed Payment from an Investment Account accumulation can also be a lump-sum payment of some or all of the contract's accumulation in that Investment Account in a specific model in a CPMSP under the contract, including payments made to effect a transfer to the Traditional Annuity accumulation or to the companion CREF contract, if any. A Plan Directed Payment from an Investment Account accumulation can also be lump-sum payments and transfers of any part of an employee's CPMSP accumulation in that Investment Account effected to achieve the rebalancing objectives associated with the target allocations of the model in a CPMSP.

A lump-sum Plan Directed Payment from an Investment Account accumulation will be effective as of the end of the business day in which we receive the request of the plan administrator or a duly authorized representative of the plan for a Plan Directed Payment from an Investment Account accumulation by written instructions in a form acceptable to TIAA. However, for Plan Directed Payments from the Real Estate Account, TIAA reserves the right to defer the effective date of payment, for some or all of the amount to be paid, for up to [180 days] if the total amount to be paid exceeds [\$10 million]. TIAA will determine all values as of the end of the effective date. The request for a Plan Directed Payment from an Investment Account accumulation may not be revoked after the effective date of the payment. A Plan Directed Payment reduces each employee's accumulation in the chosen Account. The reduction will be allocated among the employees' accumulations on a pro-rata basis. The consent of an employee is not required to elect Plan Directed Payments.

As of the effective date of Plan Directed Payments from an Investment Account accumulation, no further premiums or internal transfers will be accepted into that Investment Account's accumulation.

## **PART F: TRANSFERS**

- 67. Internal transfers from or among the Investment Accounts.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may transfer from his or her Investment Account accumulations to that employee's TIAA Traditional Annuity accumulation or to that employee's CREF accounts under a companion CREF contract, if any, or may transfer among his or her Investment Account accumulations. Internal transfers may be for all of any of an employee's Investment Account accumulations, or any part of any of the Investment Account accumulations not less than [\$1,000]. Any internal transfer to CREF is subject to the terms of the companion CREF contract and CREF's Rules of the Fund. TIAA reserves the right to limit internal transfers from each of an employee's Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or internal transfers to the Real Estate Account at any time.
- 68. Transfers from the Traditional Annuity.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may apply all of his or her Traditional Annuity accumulation not previously applied to an income option, or any part thereof not less than [\$10,000], to a Transfer Payout Annuity (TPA) to provide:
- A) internal transfers to an Investment Account;
  - B) cash withdrawals; or
  - C) payments to another funding vehicle as permitted under the employer plan and under federal tax law.

If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to the TPA will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

TPA payments will be made [monthly] over [an 84-month period]. The amount of each TPA payment will be equal to the total remaining amount to be transferred divided by the number of remaining TPA payments.

After TPA payments have commenced, an employee may elect to have the amount remaining to be transferred, converted to a one-life annuity or two-life annuity as described in section 52, but may not convert such amount to an interest payments option. The amount of income benefit provided by such a conversion will be in accordance with section 54. While TPA payments are being made, an employee may elect to change the destination for future TPA payments in accordance with A) through C) above.

If an employee dies or converts to a one or two-life annuity before all TPA payments have been made, or if the amount remaining to be transferred is otherwise disbursed under the terms of the contract, the TPA will be cancelled and no future TPA payments will be made.

If TPA payments are being made to provide internal transfers to a companion CREF contract, if any, or to an Investment Account and an authorized request is made for a Plan Directed Payment from the CREF account to which the employee is transferring or from such Investment Account, the TPA payments to that account will be stopped and the TPA will be redirected in accordance with the terms of the employer plan.

An employee's request for a TPA must be made by notice to TIAA as described in section 84 in a form acceptable to TIAA. Each TPA payment to CREF is subject to the terms of the companion CREF contract and CREF's Rules of the Fund. TIAA reserves the right to stop accepting or to limit TPA payments to the Real Estate Account at any time.

- 69. Internal transfers from CREF.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may transfer from his or her accumulation in a companion

CREF contract, if any, to this contract. Any internal transfer from CREF is subject to the terms of the companion CREF contract and CREF's Rules of the Fund. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or internal transfers to the Real Estate Account at any time.

- 70. Effective date of transfers.** An internal transfer from an Investment Account will be effective as of the end of the business day in which we receive an employee's request for an internal transfer in a form acceptable to TIAA. For TPAs, the first TPA payment will be effective as of the end of the business day in which we receive the request to begin the TPA payment stream in a form acceptable to TIAA. An employee may defer the effective date of the internal transfer from an Investment Account or the date of the first TPA payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. An employee can't revoke a request for an internal transfer after its effective date. The election to begin TPA payments cannot be revoked after the effective date of the first TPA payment. Any subsequent elections or transactions available under the contract, attributable to the employee's Traditional Annuity accumulation, will correspondingly reduce the remaining amount of that employee's Traditional Annuity accumulation to be transferred under the TPA, in accordance with procedures established by TIAA.

If any accumulations under this contract are attributable either directly or indirectly to transfers from another TIAA or CREF contract, where such other contracts included any "Equity Wash" provisions or any other such provisions restricting the timing of transfers, then any transfers of such accumulations out of this contract will be constrained by any such applicable provisions.

- 71. Crediting internal transfers.** Internal transfers to an employee's Traditional Annuity accumulation are credited to the Traditional Annuity as of the end of the effective date of the internal transfer and begin participation in the Traditional Annuity as of the following day. Internal transfers to an employee's Investment Account accumulations purchase accumulation units as of the end of the effective date of the internal transfer.

- 72. Restrictions on transfers.** To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. TIAA reserves the right to stop accepting or to limit internal transfers to any of the Investment Accounts under Separate Account VA-3 to the extent any such subaccount is to be deleted within 120 days, in accordance with section 79.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

- 73. Additional restrictions on transfers into the Real Estate Account.** For the purposes of this section, an **internal funding vehicle transfer** is the movement of accumulations among or between any of the following:

- i. the Traditional Annuity accumulation held on behalf of an employee
- ii. the Real Estate Account accumulation held on behalf of an employee

- iii. any other Investment Account accumulation held on behalf of an employee
- iv. the CREF accumulation held on behalf of an employee in a companion CREF certificate
- v. any other funding vehicle accumulation held on behalf of an employee which is administered by TIAA or CREF on the same record-keeping system as this contract.

[However, an internal funding vehicle transfer does not include any of the following:

- [i. Systematic withdrawals and transfers (SWATs)]
- [ii. Automatic rebalances]
- [iii. Any transaction arising from a TIAA sponsored advice product or service]
- [iv. Transfer Payout Annuity (TPA) payments directed to the Real Estate Account].]

Internal funding vehicle transfers may not be applied to the Real Estate Account accumulation held on behalf of an employee if the Real Estate Accumulation held on behalf of an employee under this contract and any other TIAA annuity contract or certificate already exceeds a threshold amount of [\$150,000], or if after giving effect to such transfer, such threshold would be exceeded. Any internal funding vehicle transfer which cannot be applied pursuant to this rule will be rejected in its entirety and we will communicate such rejection to the employee.

The Real Estate Account accumulation unit values used in applying this provision will be those calculated as of the valuation day preceding the day on which the proposed transfer is to be effective. For the purpose of this provision, the total value of the Real Estate Account accumulation held on behalf of an employee will include the value of any pending internal funding vehicle transfers into the Real Estate Account accumulation held on behalf of the employee under any TIAA annuity contracts or certificates.

TIAA reserves the right in the future to increase or decrease the threshold dollar amount associated with this provision. However, the threshold amount will never be less than [\$100,000]. If, as of the effective date of such a change in the threshold amount, the total value of the Real Estate Account accumulation held on behalf of an employee under this contract and any other TIAA annuity contract or certificate already exceeds the new threshold amount, the employee will not be required to reduce such accumulation to a level at or below the new threshold. TIAA also reserves the right in the future to include among the restricted transactions any of the categories currently excluded above or to include any categories of transactions associated with services that may be introduced in the future. Any such future changes will only affect transactions with effective dates on or after the effective date of such change. The Contractholder will be given at least two months advance written notice of any such change.

Nothing in this section shall be construed to limit TIAA's right to stop accepting or to limit premiums and/or internal transfers to the Real Estate Account at any time.

### PART G: GENERAL PROVISIONS

- 74. **Roth accounting.** Notwithstanding any other provision in this contract, all amounts added to or deducted from accumulations under the contract will be accounted for separately to the extent required by IRC Section 402A, or any successor section governing Roth amounts. If there is a change in IRC Section 402A, this provision shall be construed as referring to such section as changed.
- 75. **Section 403(b).** Notwithstanding any other provision in this contract, if this contract is intended to comply with Section 403(b) of the Internal Revenue Code of 1986, as amended, its terms shall

be interpreted accordingly. As such, TIAA and the employer shall apply the limitations of and follow the requirements of Treasury Regulation sections 1.403(b)-3(a)(4) (deferral limitations), 1.403(b)-3(a)(6) (minimum required distributions), 1.403(b)-3(a)(7) (rollover distribution requirements), 1.403(b)-3(a)(8) (limitation on incidental benefits) and 1.403(b)-3(a)(9) (maximum annual additions) and such other limitations, requirements or successor Treasury regulation sections as may be promulgated pursuant to Applicable Law.

- 76. Employer plan fee withdrawals.** To the extent provided by the terms of the employer plan, and in accordance with TIAA's procedures, TIAA will withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

The amount and the effective date of an employer plan fee withdrawal will be in accordance with the terms of the employer plan. TIAA will determine all values as of the end of the effective date. An employer plan fee withdrawal cannot be revoked after it has been withdrawn.

An employer plan fee withdrawal reduces the accumulation from which it is paid by the amount withdrawn.

No surrender charge applies to employer plan fee withdrawals.

If a portion of an employer plan fee withdrawal is payable from an employee's Traditional Annuity accumulation and different rate schedules apply to different parts of the employee's accumulation, the portion applied to provide the withdrawal will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

- 77. Plan Expense Reimbursement Agreement.** TIAA and the plan administrator for the employer plan may enter into a plan expense reimbursement agreement under which TIAA shall agree to pay certain reasonable and necessary plan expenses on behalf of the employer plan.

- 78. Insulation of the Investment Accounts.** TIAA owns the assets in each Investment Account. To the extent permitted by law, the assets in each Investment Account will not be charged with liabilities arising out of any other business TIAA may conduct. All income, investment gains and investment losses of each Investment Account, whether or not realized, will be credited to or charged against only that account without regard to TIAA's other income, gains or losses.

- 79. Modification of an Investment Account.** We may, as permitted by applicable law, combine or delete Investment Accounts. We may add other Investment Accounts in accordance with the terms of the employer plan. We may also, as permitted by applicable law and the New York Department of Financial Services, change or substitute the fund(s) whose shares are held by the Investment Accounts. If any Investment Accounts were, at any time, available under the terms of the employer plan, and all Investment Accounts are subsequently deleted, then a companion CREF contract will be issued to the Contractholder at the time of the deletion, if one had not been previously issued. If accumulation units are owned under the contract in an Investment Account that is deleted, the units must be transferred to the Traditional Annuity accumulation or to the companion CREF contract in accordance with the terms of the employer plan.

- 80. Report of accumulation.** At least once each year, we will provide the plan administrator for the employer plan with a report for this contract. It will show the value of the accumulation.

- 81. Investment Company Act of 1940.** The TIAA Access Account is a unit-investment trust which is a registered investment company under the Investment Company Act of 1940. However, we may operate the separate account using any other form permitted under the Act. Also, we may deregister the separate account under the Act, subject to compliance with applicable law.



- 82. Ownership.** The Contractholder owns this contract.
- 83. No assignment or transfer.** No one may assign, pledge, or transfer ownership of this contract or any benefits under its terms. Any such action will be void and of no effect.

- 84. Procedure for elections and changes and requests for benefits.** Notice in a form acceptable to TIAA and including all information required by TIAA must be provided to TIAA identifying each person that becomes eligible for benefit payments. Upon receipt of proof of an employee's death, we will divide that employee's accumulation into as many portions as there are validly designated beneficiaries for that employee's accumulation. If different rate schedules apply to different parts of that employee's Traditional Annuity accumulation, the resulting portions will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. Each validly designated beneficiary will then have the right to make elections available under this contract in connection with his or her portion of such employee's accumulation.

The right of an employee (or the employee's beneficiaries, after the employee's death) to make choices and elections available under the contract, with respect to that employee's accumulation under the contract, are subject to the terms of the employer plan. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment.

To be valid, any choices or elections available under the contract must be made in a form acceptable to TIAA at a location that we designate. Valid instructions will take effect as of the date TIAA receives the instructions. TIAA will only accept as valid, instructions received from the party entitled to issue the instruction, as determined by our records. If TIAA takes any action in good faith before receiving a valid instruction, we will not be subject to liability even if our acts were contrary to such instruction. All benefits are payable at our home office or at another location that we designate.

For purposes of determining the effective dates of any transactions and premium receipts, transaction requests and premiums will only be deemed to have been received when they are received by TIAA, or its appropriately designated agent, in good order, in accordance with procedures established by TIAA or as required by law. No available transaction may be made effective on a day that is not a business day. TIAA reserves the right to limit the number of transactions that may be made effective on a single business day.

- 85. Payment to an estate, trustee, etc.** Upon the death of an employee, TIAA reserves the right to pay in one sum the commuted value of any benefits due an estate, corporation, partnership, trustee or other entity that isn't a natural person. TIAA won't be responsible for the acts or neglects of any executor, trustee, guardian, or other third party receiving payments under this contract. If a trustee of a trust is designated as beneficiary, TIAA is not obliged to inquire into the terms of the underlying trust or any will.

If death benefits become payable to the designated trustee of a testamentary trust, but:

- A) no qualified trustee makes claim for the benefits within nine months after the death of the employee; or
- B) evidence satisfactory to TIAA is presented at any time within such nine-month period that no trustee can qualify to receive the benefits due,

payment will be made to the successor beneficiaries, if any are designated and survive the employee; otherwise payment will be made to the executors or administrators of the employee's estate.

If benefits become payable to an *inter-vivos* trustee (the person appointed to execute a trust created during an individual's lifetime), but the trust is not in effect or there is no qualified trustee, payment will be made to the successor beneficiaries, if any are designated and survive the employee; otherwise payment will be made to the executors or administrators of the employee's estate.

Payment to any trustee, successor beneficiary, executor, or administrator, as provided for above, shall fully satisfy TIAA's payment obligations under the contract to the extent of such payment.

- 86. Service of process upon TIAA.** We will accept service of process in any action or suit against us on this contract in any court of competent jurisdiction in the United States provided such process is properly made. We will also accept such process sent to us by registered mail if the plaintiff is a resident of the jurisdiction in which the action or suit is brought. This section does not waive any of our rights, including the right to remove such action or suit to another court.
- 87. Benefits based on incorrect data.** If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.
- 88. Proof of survival.** TIAA reserves the right to require satisfactory proof that anyone named to receive benefits under the terms of the contract is alive on the date any benefit payment is due. If this proof is not received after it has been requested in writing, TIAA will have the right to make reduced payments or to withhold payments entirely until such proof is received. If under a two-life annuity TIAA has overpaid benefits because of a death of which we were not notified, subsequent payments will be reduced or withheld until the amount of the overpayment, plus compound interest at the effective annual rate of 6% per year, has been recovered.
- 89. Protection against claims of creditors.** The benefits and rights accruing under the contract are exempt from the claims of creditors or legal process to the fullest extent permitted by law. Such exemption does not apply to the extent this contract is issued in connection with a non-qualified deferred compensation plan sponsored by an employer that is not a state or local government, an IRC section 457(b) plan sponsored by an employer that is not a state or local government, a plan operating under IRC section 457(f), or a plan operating under IRC section 415(m).
- 90. Compliance with laws and regulations.** TIAA will administer the contract to comply with the restrictions of all laws and regulations pertaining to the terms and conditions of the contract. No benefit may be elected and no right may be exercised under the contract if the election of that benefit or exercise of that right is prohibited under an applicable state or federal law or regulation.

The choice of income option and effective date thereof, beneficiary or second annuitant, death benefit payment method and effective date, the availability of transfers and lump-sum benefits, and the rights of spouses to benefits, are all subject to the applicable restrictions, distribution requirements and incidental benefit requirements of ERISA and the IRC and any rulings and regulations issued under ERISA and the IRC.

- 91. Correspondence.** For questions about the contract, or inquiries about our service, or for help to resolve a problem, contact us at the web address or phone number below or at such other location that we may designate.

TIAA  
[www.tiaa.org  
800 842-2733]

- 92. Change of rate schedule.** We may, at any time and from time to time, substitute a new rate schedule for the one currently effective in this contract. A new rate schedule will apply only to benefits arising from any premiums and internal transfers applied to the Traditional Annuity while such rate schedule is in effect. Any change in the rate schedule will not affect the amount of benefits purchased prior to the change by any premiums and internal transfers applied to the Traditional Annuity. A change in the rate schedule will be made only after we have given the Contractholder three months' written notice of the change. Any new rate schedule will specify:

- A) the charges for expenses and contingencies;
- B) the interest rates and the mortality bases used for determining benefits arising from amounts applied to the Traditional Annuity; and
- C) any applicable surrender charges on lump-sum benefits arising from amounts applied to the Traditional Annuity; and
- D) any applicable surrender charges on Plan Directed Payments arising from amounts applied to the Traditional Annuity.

**RATE SCHEDULE**

- A) Rates applicable to premiums and internal transfers applied to the Traditional Annuity.** The benefits bought by any premiums and internal transfers applied to the Traditional Annuity while this rate schedule is in effect will be computed on the basis described below. This basis applies to such amounts for as long as such amounts remain in the Traditional Annuity. Any guaranteed interest and additional amounts credited to the Traditional Annuity accumulation will buy benefits calculated on the same basis that is applicable to the premiums or internal transfers that gave rise to such guaranteed interest and additional amounts:

- (1) no deduction for expenses or contingencies, except for any premium taxes incurred by TIAA for the contract and except for any employer plan fee withdrawals in accordance with the terms of the employer plan;
- (2) interest as follows:  
[interest from the end of the day on which the premium or internal transfer is credited, to the date that such amount is deducted from the Traditional Annuity accumulation, in accordance with the terms of the contract, at the effective annual rate of [x.xx%];]

OR

[The minimum effective annual interest rate to be credited to premiums and internal transfers applied to the Traditional Annuity will be based on the calendar year in which the premium or internal transfer is applied to the Traditional Annuity. For each such calendar year, an initial rate will be set equal to the CMT for that year (as defined below) less [0.0125], rounded to the nearest [0.0005], provided however that the resulting minimum rate will not be less than [1%] nor greater than [3%]. Such initial rate will apply for [ten] calendar years, after which it will be reset to the initial rate then being established for premiums and internal transfers applied in the calendar year immediately following the end of such [ten] calendar-year period. If this rate schedule is no longer in effect on such scheduled reset date, the reset rate will be the initial rate that would have been established had this rate schedule continued to be in effect. The resulting reset rate will be subject to the same reset procedure every [ten] calendar years thereafter.

The applicable minimum interest rates determined as described above, will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation, in accordance with the terms of the contract.

The CMT to be used in setting this rate for each calendar year is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the [calendar month of [November]][[12] month period from [December] through the [November]], preceding that calendar year. We may make future changes to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any approvals required by the insurance regulatory authority of the jurisdiction shown on page 1, and will also be made to all other contracts written on this form and delivered in that jurisdiction. Any such change will be made only after we have given the Contractholder three months' written notice.]

OR

[interest from the end of the day on which the premium or internal transfer is credited, to the date that such amount is deducted from the Traditional Annuity accumulation, in accordance with the terms of the contract, as follows:

[The minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less [0.0125], rounded to the nearest [0.0005], provided however that the minimum rate will not be less than [1%] nor greater than [3%]. The CMT is the average five-year Constant Maturity Treasury Rate

**Teachers Insurance and Annuity Association of America**  
**TIAA Retirement Choice Annuity Contract**

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reported by the Federal Reserve for the [calendar month of [January]][[12] month period from [February] through the [January]] preceding the reset date.]

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any approvals required by the insurance regulatory authority of the jurisdiction shown on page 1, and will also be made to all other contracts written on this form and delivered in that jurisdiction. Any such change will be made only after we have given the Contractholder three months' written notice.]

- (3) for one-life annuities and two-life annuities, annuity payments based on interest at the effective annual rate of 2% after the date that payments begin, and mortality according to the Annuity 2000 Mortality Table (TIAA Merged Gender Mod A), with ages set back three months for each completed year between January 1, 2000 and the date that annuity payments begin, as illustrated in the accompanying chart.

[A **surrender charge** of [2.50%] will be deducted from any lump-sum benefit from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect.]

[A **surrender charge** of [0.00%] will be deducted from any Plan Directed Payment from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect.]

**Betterment of rates.** When an employee or an employee's beneficiary begin benefits under a one-life or two-life annuity, we will compute any benefits provided by the portion of the Traditional Annuity accumulation resulting from amounts applied to the Traditional Annuity while this rate schedule is in effect on the basis stated above, or, if it produces a larger guaranteed benefit, on the basis in use for any single premium immediate annuities then being offered by TIAA for contracts of the same class as this contract.

<b>Guaranteed Annual Amount of Income Benefits from the Traditional Annuity  under the One-life  Annuity with 10-Year Guaranteed Period option  Provided by \$10,000 from Employee's Accumulation  (assuming a premium tax rate of 0%)</b>					
One-twelfth of the amount shown is payable each month					
Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments
40	\$309.20	57	\$390.38	74	\$568.43
41	\$312.54	58	\$397.25	75	\$584.44
42	\$316.02	59	\$404.44	76	\$601.22
43	\$319.65	60	\$411.96	77	\$618.78
44	\$323.43	61	\$419.85	78	\$637.13
45	\$327.38	62	\$428.13	79	\$656.25
46	\$331.50	63	\$436.82	80	\$676.14
47	\$335.79	64	\$445.95	81	\$696.74
48	\$340.27	65	\$455.55	82	\$718.03
49	\$344.94	66	\$465.65	83	\$739.91
50	\$349.82	67	\$476.29	84	\$762.31
51	\$354.90	68	\$487.50	85	\$785.11
52	\$360.20	69	\$499.31	86	\$808.15
53	\$365.73	70	\$511.75	87	\$831.28
54	\$371.50	71	\$524.86	88	\$854.30
55	\$377.52	72	\$538.66	89	\$877.00
56	\$383.81	73	\$553.18		
<p>The yearly payments shown above are those that result from the application of an accumulation of \$10,000 (assuming a premium tax rate of 0%) in the Traditional Annuity to the specified income option when the employee has attained an adjusted age as shown, but has not passed the date on which that adjusted age was attained by as much as one month.</p> <p>The employee's adjusted age equals the employee's actual age minus three months for each completed year between January 1, 2000 and the date that payments begin. All ages used in computing benefits are calculated in completed years and months. Payments beginning at ages other than those shown, and under other income options, are computed on the basis stated in the rate schedule. For accumulations other than \$10,000, payments will be proportionate.</p>					

- B) Rates applicable to Investment Account accumulations transferred to immediately begin income from the Traditional Annuity.** The following applies to Investment Account accumulations attributable to any premiums and internal transfers applied to an Investment Account while this rate schedule is in effect and for as long as such amounts remain in the Investment Account accumulation:

If an employee transfers accumulations from an Investment Account to the Traditional Annuity to purchase a one-life or two-life annuity, with benefits beginning immediately, the resulting guaranteed benefit from the Traditional Annuity will be determined on whichever of these bases produces the largest guaranteed payments:

- (1)
  - (a) interest at the effective annual rate of 1.5%; and
  - (b) mortality according to the Annuity 2000 mortality table (TIAA Merged Gender Mod A), with ages set back one year for each completed year between January 1, 2004 and the effective date of the internal transfer;
- (2) the basis otherwise applicable to internal transfers to the Traditional Annuity under the rate schedule in effect on the effective date of the transfer; or
- (3) the basis in use for any single premium immediate annuities then being offered by TIAA for contracts of the same class as this contract.

**Group Flexible Premium Deferred Annuity**  
**Fixed and Variable Accumulations**  
**Nonparticipating**

**Teachers Insurance and Annuity Association of America**  
**730 Third Avenue, New York, N.Y. 10017-3206**  
**Telephone: [800-842-2733]**

**Retirement Choice Annuity Certificate**

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Annuity Contract issued to a Trust as Contractholder. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the Contractholder, the employer and you. This certificate refers briefly to some of the contract's features.

The employer remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.** TIAA reserves the right to stop accepting or to limit premiums under the contract at any time.

TIAA will pay you all benefits set forth under the terms of the contract and in accordance with the employer plan as from time to time amended, or any successor plan. Your rights under the contract are subject to the terms of the employer plan.

*Derek Dorn*  
SMD, Corporate Secretary

*Thasunda Brown Duckett*  
President and Chief Executive Officer

**Group Flexible Premium Fixed and Variable Deferred Annuity Certificate**  
**Nonparticipating**



## **Your TIAA Retirement Choice Annuity Certificate**

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### **Your Rights**

The Contractholder owns the contract.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the terms of the employer plan. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. Your rights under the contract are subject to the vesting provisions of the employer plan.

The contract and this certificate are subject to the provisions, terms and conditions of the employer plan. Any payment, distribution, income option, death benefit, withdrawal, transfer, or other rights exercised under the contract and this certificate shall comply with any applicable terms, provisions, and conditions of the employer plan as determined by the plan administrator, trustee, or other plan designated fiduciary. To the extent this certificate makes reference to the terms of the employer plan, a supplement to this certificate has been issued in conjunction with this certificate and is a part of this certificate. The supplement provides additional details concerning how the terms of the employer plan impacts your rights under the certificate. Please refer to the supplement for such details. Under no circumstances can the employer plan expand the rights or terms under the contract or certificate or impose any responsibilities or duties on TIAA not specifically set forth in the contract.

### **Employee Maturity Date**

Your maturity date is the date as of which all of your accumulation has been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract to you, beyond those associated with any ongoing payout annuity benefits being paid to you. TIAA is not obliged to accept new premiums on your behalf.

### **Allocation Options**

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

### **Accumulations**

Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are subject to the terms of the employer plan.

The portion of the Traditional Annuity accumulation nominally held on your behalf under the contract will be the sum of the following as attributed to your account in accordance with the terms of the employer plan:

- A) all premiums allocated to the Traditional Annuity; plus
- B) interest credited by TIAA at the guaranteed accumulation interest rate set forth in the contract's rate schedule; plus
- C) any additional amounts credited to the Traditional Annuity by TIAA; plus
- D) any internal transfers to the Traditional Annuity; less
- E) any premium taxes incurred by TIAA for the Traditional Annuity; less

## Your TIAA Retirement Choice Annuity Certificate

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- F) any employer plan fee withdrawals, interest payments, plan benefit payments, lump-sum benefits, and any minimum distribution payments paid from the Traditional Annuity; less
- G) any charges for expenses and contingencies deducted by TIAA as set forth in the contract's rate schedule; less
- H) any amounts deducted to provide an annuity income option or a death benefit payment method from the Traditional Annuity; less
- I) any transfers from the Traditional Annuity; less
- J) any amounts forfeited as a result of your failing to satisfy the vesting requirements under your employer plan; less
- K) any Plan Directed Payments from the Traditional Annuity; less
- L) any surrender charges assessed by TIAA as set forth in the contract's rate schedule.

The portion of any Investment Account accumulation nominally held on your behalf under the contract will be based on the number of accumulation units held on your behalf, as attributed to your account in accordance with the terms of the employer plan, which will be increased by:

- A) any premiums allocated to that Investment Account; and
- B) any internal transfers made to that Investment Account;

and decreased by:

- C) the application of any accumulations in that Investment Account to provide any available form of benefit payments;
- D) any internal transfers from the accumulation in that Investment Account to the Traditional Annuity, another Investment Account, or the companion CREF contract;
- E) any amounts forfeited as a result of your failing to satisfy the vesting requirements under your employer plan;
- F) any premium taxes incurred by TIAA for that Investment Account;
- G) any employer plan fee withdrawals from that Investment Account; and
- H) any minimum distribution payments paid from that Investment Account.

The increase or decrease in the number of accumulation units on any valuation day is equal to the net dollar value of all transactions divided by the value of the Investment Account's accumulation unit as of the end of the business day on which the transaction becomes effective.

### **Benefit Guarantees**

[Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be [3.00%]. The minimum interest rate will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.]

OR

[Under the contract's current rate schedule, the minimum effective annual interest rate to be credited to premiums and internal transfers applied to the Traditional Annuity will be based on the calendar year in which the premium or internal transfer is applied to the Traditional Annuity. For each such calendar year, an initial rate will be set equal to the CMT for that year (as defined below) less [0.0125], rounded to the nearest [0.0005], provided however that the resulting minimum rate will not be less than [1%] nor greater than [3%]. Such initial rate will apply for [ten] calendar years, after which it will be reset to the initial rate then being established for premiums and internal transfers applied in the calendar year immediately following the end of such [ten] calendar-year period. If this rate schedule is no longer in effect on such scheduled reset date, the reset rate will be the initial rate that would have been

## Your TIAA Retirement Choice Annuity Certificate

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established had this rate schedule continued to be in effect. The resulting reset rate will be subject to the same reset procedure every [ten] calendar years thereafter.

The applicable minimum interest rates determined as described above, will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

The CMT to be used in setting this rate for each calendar year is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the [calendar month of [November]] [[12] month period from [December] through the [November]], preceding that calendar year. We may make future changes to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.]

OR

[Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less [0.0125], rounded to the nearest [0.0005], provided however that the minimum rate will not be less than [1%] nor greater than [3%]. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the [calendar month of [January]] [[12] month period from [February] through the [January]] preceding the reset date.

The minimum interest rate so determined will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.]

Under the contract's current rate schedule, for one-life annuities and two-life annuities, annuity payments are based on mortality according to the Annuity 2000 Mortality Table (TIAA Merged Gender Mod A), with ages set back three months for each completed year between January 1, 2000 and the date that annuity payments begin, as illustrated in the chart at the end of this document.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the Contractholder three months' written notice of the change.

### **Additional Amounts**

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

### **Income Options**

Income benefits may be payable for your lifetime, or for your lifetime and that of a second annuitant. Lifetime income options may include a guaranteed period of 10, 15 or 20 years, during which

## Your TIAA Retirement Choice Annuity Certificate

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payments will continue even if you (and any second annuitant) die before the end of the guaranteed period.

### **Lump-sum Benefits**

In accordance with and to the extent permitted by the terms of the employer plan, you may elect lump-sum benefits from your accumulation.

Lump-sum benefits from your Traditional Annuity accumulation may be withdrawn in their entirety, or in any part thereof not less than [\$1,000]. Such withdrawals from your Traditional Annuity accumulation can only be made within [120 days] after:

- A) the date you terminate employment or, if later;
- B) the specific date stipulated in the employer plan.

After the [120-day] period expires the election of a lump-sum benefit from your Traditional Annuity accumulation will never again be available. Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is [2.5%].

At any time you may, subject to the limits described below, withdraw as a lump-sum benefit all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than [\$1,000].

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

If any accumulations under the contract are attributable either directly or indirectly to transfers from another TIAA or CREF contract, where such other contracts included any "Equity Wash" provisions or any other such provisions restricting the timing of transfers, then the payment of any lump-sum benefits of such accumulations will be constrained by any such applicable provisions.

### **Transfers**

In accordance with and to the extent permitted by the terms of the employer plan, you may transfer from your Investment Account accumulations to TIAA's Traditional Annuity accumulation or to CREF accounts under a companion CREF contract, if any, or you may transfer among your Investment Account accumulations. Internal transfers may be for all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than [\$1,000]. TIAA reserves the right to limit internal transfers from each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or to the Real Estate Account at any time.

In accordance with and to the extent permitted by the terms of the employer plan, you may apply your Traditional Annuity accumulation, or any part thereof not less than [\$10,000], to a Transfer Payout Annuity (TPA) to provide internal transfers to a companion CREF contract, if any; internal transfers to an Investment Account; cash withdrawals; or payment to another funding vehicle as permitted under the employer plan and federal tax law. TPA payments will be made [monthly] over [an 84-month period]. If TPA payments are being made to provide internal transfers to a companion CREF contract, if any, or to an Investment Account and an authorized request for a Plan Directed Payment (as described below) is made from either a CREF account to which you are transferring or from such Investment Account, the TPA payments to that account will be stopped and the TPA will be redirected in accordance with the terms of the employer plan. TIAA reserves the right to stop accepting or to limit TPA payments to the Real Estate Account at any time.

## **Your TIAA Retirement Choice Annuity Certificate**

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In accordance with and to the extent permitted by the terms of the employer plan, you may transfer from your accumulation in a companion CREF contract, if any, to the TIAA contract. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or to the Real Estate Account at any time.

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. TIAA reserves the right to stop accepting or to limit internal transfers to any of the Investments Accounts under Separate Account VA-3 to the extent any such subaccount is to be deleted within 120 days.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

If any accumulations under the contract are attributable either directly or indirectly to transfers from another TIAA or CREF contract, where such other contracts included any “Equity Wash” provisions or any other such provisions restricting the timing of transfers, then any transfers of such accumulations out of the contract will be constrained by any such applicable provisions.

### **Additional Restrictions on Transfers into the Real Estate Account**

For the purposes of this provision an internal funding vehicle transfer is the movement of accumulations among or between any of the following:

- i. your Traditional Annuity accumulation
- ii. your Real Estate Account accumulation
- iii. your other Investment Account accumulation
- iv. your companion CREF certificate
- v. any other funding vehicle accumulation you may have which is administered by TIAA or CREF on the same record-keeping system as this certificate.

[However, an internal funding vehicle transfer does not include any of the following:

- [Systematic withdrawals and transfers (SWATs)]
- [Automatic rebalances]
- [Any transaction arising from a TIAA sponsored advice product or service]
- [Transfer Payout Annuity (TPA) payments directed to the Real Estate Account].]

You may not apply internal funding vehicle transfers to your Real Estate Account accumulation if the total value of your Real Estate Account accumulation under this certificate and any other TIAA annuity contract or certificate issued to you already exceeds a threshold amount of [\$150,000], or if after giving effect to such transfer, such threshold would be exceeded. Any internal funding vehicle transfer which cannot be applied pursuant to this rule will be rejected in its entirety and we will communicate such rejection to you.

The Real Estate Account accumulation unit values used in applying this provision will be those calculated as of the valuation day preceding the day on which the proposed transfer is to be effective. For the purpose of this provision, the total value of your Real Estate Account accumulation will include the value of any pending internal funding vehicle transfers into your Real Estate Account accumulation under any TIAA annuity contracts or certificates issued to you.

## **Your TIAA Retirement Choice Annuity Certificate**

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TIAA reserves the right in the future to increase or decrease the threshold dollar amount associated with this provision. However, the threshold amount will never be less than [\$100,000]. If, as of the effective date of such a change in the threshold amount, the total value of your Real Estate Account accumulation under this certificate and any other TIAA annuity contract or certificate issued to you already exceeds the new threshold amount, you will not be required to reduce such accumulation to a level at or below the new threshold. TIAA also reserves the right in the future to include among the restricted transactions any of the categories currently excluded above or to include any categories of transactions associated with services that may be introduced in the future. Any such future changes will only affect transactions with effective dates on or after the effective date of such change. You will be given at least two months advance written notice of any such change.

Nothing in this provision shall be construed to limit TIAA's right to stop accepting or to limit premiums and/or internal transfers to the Real Estate Account at any time.

### **Death Benefits**

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to your beneficiary, in accordance with the terms of the employer plan.

### **Retirement Plan Loan**

A retirement plan loan is a disbursement of some or all of your Investment Account accumulation to provide loans. If your employer plan so provides and in accordance with section 72(p) of the IRC, as amended, and ERISA, to the extent applicable, you may request a retirement plan loan from your Investment Account accumulations, at any time prior to your maturity date. The loan will be issued in accordance with the terms of a loan agreement. The loan agreement will describe the terms, conditions and any fees or charges for the loan.

### **Benefits Based on Incorrect Data**

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

### **Employer Plan Fee Withdrawals**

To the extent provided by the terms of the employer plan, and in accordance with TIAA's procedures, TIAA will withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

### **Custom Portfolios Model Service Program**

A Custom Portfolios Model Service Program (CPMSP) is an asset allocation program whereby contributions under the employer plan are allocated to model portfolios comprised of funding options in accordance with prescribed target allocation percentages. Some or all of the funding options under the contract may be administered as part of a CPMSP. If and while you are subscribed in a model within the CPMSP, TIAA will periodically execute Plan Directed Payments from Investment Account accumulations to track the target allocation percentages of the models created for the CPMSP. However, except as specified below in connection with Plan Directed Payments, there will be no movement of Traditional Annuity accumulations out of the Traditional Annuity in connection with the administration of a CPMSP. The terms of the CPMSP and the particular funding options that may be administered as part of a CPMSP will be as agreed upon by TIAA and the employer plan or a duly

## **Your TIAA Retirement Choice Annuity Certificate**

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authorized plan representative. More than one model in a CPMSP may be administered under the contract. However, your accumulation can only be managed under one model within the CPMSP at any time.

If the contract is being used in connection with an employer plan in which both an Retirement Choice (RC) and Retirement Choice Plus (RCP) contracts are simultaneously being used as funding vehicles and record-kept as a single plan in TIAA's recordkeeping systems for the purposes of making CPMSPs available to employees, then the only amounts that may be applied to the RCP would be those associated with administering a model(s) in a CPMSP. TIAA may transfer your Investment Account accumulation between the RCP and the corresponding accounts in the RC in accordance with the terms of the CPMSP as agreed upon by TIAA and the employer plan or a duly authorized plan representative under circumstances in which you begin or cease participation in a model in a CPMSP.

In connection with any CPMSP, and notwithstanding any other provisions in the contract to the contrary, you retain, with respect to your accumulation in the CPMSP, the following rights to the full extent you may be granted these rights under the contract: the right to (i) withdraw accumulations subject to all otherwise applicable restrictions on an employee's right to withdraw or transfer such accumulations; (ii) vote securities, or delegate the authority to vote securities to another person; (iii) be provided in a timely manner with a written confirmation or other notification of each transaction, and all other documents required by law to be provided to a security holder; and (iv) proceed directly as a security holder against the issuer of any security in your account.

### **Contractholder Rights**

The Contractholder owns the contract. The sole responsibility of the Contractholder (as Trustee of the [Retirement Choice Annuity Trust]) is to serve as a party to the contract.

### **Plan Directed Payments**

A duly authorized representative of the Plan may withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Plan Directed Payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A Plan Directed Payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract. Under the contract's current rate schedule, any amounts that are so withdrawn from the Traditional Annuity are subject to a [0.00%] surrender charge. TIAA and a duly authorized representative of the Plan may agree to alternative Plan Directed Payment arrangements with alternative associated charges. Any such surrender charges may be deducted from employees' accumulations. Plan Directed Payments do not require the consent of any employee.

Plan Directed Payments from the Traditional Annuity accumulation can include payments made as a series of payments, to be paid over the period of time described in the contract, of the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract, less any applicable surrender charges. A Plan Directed Payment from an Investment Account accumulation can include a lump-sum payment of some or all of that Account's accumulation in a specific model in a CPMSP under the contract. A Plan Directed Payment from an Investment Account accumulation also includes lump-sum payments and transfers of any part of an employee's CPMSP accumulation in that Investment Account effected to achieve the rebalancing objectives associated with the target allocations of the model in a CPMSP.

The contract does not require the employer plan or a duly authorized representative to elect any withdrawals that would be subject to the surrender charge.

<b>Guaranteed Annual Amount of Income Benefits from the Traditional Annuity under the One-life Annuity with 10-Year Guaranteed Period option Provided by \$10,000 from Employee's Accumulation</b> (assuming a premium tax rate of 0%) One-twelfth of the amount shown is payable each month					
Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments
40	\$309.20	57	\$390.38	74	\$568.43
41	\$312.54	58	\$397.25	75	\$584.44
42	\$316.02	59	\$404.44	76	\$601.22
43	\$319.65	60	\$411.96	77	\$618.78
44	\$323.43	61	\$419.85	78	\$637.13
45	\$327.38	62	\$428.13	79	\$656.25
46	\$331.50	63	\$436.82	80	\$676.14
47	\$335.79	64	\$445.95	81	\$696.74
48	\$340.27	65	\$455.55	82	\$718.03
49	\$344.94	66	\$465.65	83	\$739.91
50	\$349.82	67	\$476.29	84	\$762.31
51	\$354.90	68	\$487.50	85	\$785.11
52	\$360.20	69	\$499.31	86	\$808.15
53	\$365.73	70	\$511.75	87	\$831.28
54	\$371.50	71	\$524.86	88	\$854.30
55	\$377.52	72	\$538.66	89	\$877.00
56	\$383.81	73	\$553.18	90	\$899.17
<p>The yearly payments shown above are those that result from the application of an accumulation of \$10,000 (assuming a premium tax rate of 0%) in the Traditional Annuity to the specified income option when the employee has attained an adjusted age as shown, but has not passed the date on which that adjusted age was attained by as much as one month.</p> <p>The employee's adjusted age equals the employee's actual age minus three months for each completed year between January 1, 2000 and the date that payments begin. All ages used in computing benefits are calculated in completed years and months. Payments beginning at ages other than those shown, and under other income options, are computed on the basis stated in the rate schedule. For accumulations other than \$10,000, payments will be proportionate.</p>					

**Group Flexible Premium Fixed and Variable Deferred Annuity Certificate  
Nonparticipating**



**Teachers Insurance and Annuity Association of America**  
**730 Third Avenue, New York, N.Y. 10017-3206**  
**Telephone: [800-842-2733]**

**Retirement Choice Plus Annuity Contract**

*Contractholder:* [XYZ Trust Company]  
*Contract Number:* [T-123456]  
*Companion CREF Contract Number:* [C-123456/NONE]  
*Date of Issue:* [01-01-2023]

This contract is delivered in [New York] and is subject to the laws and regulations therein.

This is a legal contract between the Contractholder, [XYZ Trust Company], as Trustee of the [Retirement Choice Plus Annuity Trust] ("Trust"), and us, Teachers Insurance and Annuity Association of America (TIAA). This page refers briefly to some of the features of this contract. The next pages set forth in detail the rights and obligations of TIAA, the employer, employer plan and the Contractholder under the contract. PLEASE READ THIS CONTRACT CAREFULLY. IT IS IMPORTANT.

**GENERAL DESCRIPTION**

The employer remits all premiums for this contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts to the extent such allocation options are made available under the terms of the employer plan. TIAA reserves the right to stop accepting or to limit premiums under the contract at any time.

**Traditional Annuity.** Each premium allocated to the Traditional Annuity under this contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA.

**Investment Accounts.** Each premium allocated to any of the Investment Accounts under this contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.** The separate account charges that apply to each Investment Account will reduce the net annual investment return. For all Investment Accounts other than the Real Estate Account, the separate account charge is guaranteed not to exceed [2.0%] per year of average net assets. The Real Estate Account separate account charge is guaranteed not to exceed [2.5%] per year of average net assets.

For questions about the contract or for help to resolve a problem, contact us at the address or phone number above.

*Derek Dorn*  
 SMD, Corporate Secretary

*Thasunda Brown Duckett*  
 President and Chief Executive Officer

**Group Flexible Premium Deferred Annuity**  
**Fixed and Variable Accumulations**  
**Nonparticipating**

## INDEX OF PROVISIONS

	<b>Section</b>		<b>Section</b>
Accumulation		- Definition .....	19
- Definition .....	1	- Effective Date .....	69
- Employee's .....	10	- Restrictions .....	71
- Employee's Investment Account .....	47	- Restrictions on Transfers into the Real Estate	
- Employee's Traditional Annuity .....	41	Account - Additional .....	72
- Investment Account .....	46	Investment Account .....	20
- Report of .....	81	- Insulation of .....	79
- Traditional Annuity .....	40	- Modification of .....	80
Accumulation Units		Investment Company Act of 1940 .....	82
- Definition .....	45	IRC .....	21
- Number of .....	51	Laws and Regulations - Compliance with .....	91
Additional Amounts .....	42	Lump-sum Benefit	
Assignment -Void and of no effect .....	84	- Amount and Effective Date .....	63
Benefit Payment .....	52	- Availability .....	62
Benefits Based on Incorrect Data .....	88	Maturity Date .....	22
Business Day .....	3	Net Investment Factor	
Claims of Creditors - Protection Against .....	90	- For Other Investment Accounts .....	48
Commuted Value .....	4	Ownership .....	83
Companion CREF Contract .....	36	Payee .....	23
Contestability .....	35	Payment to an Estate, Trustee, etc. ....	86
Contract .....	34	Plan Benefit Payment .....	59
Coordinated Transactions .....	5	Plan Directed Payments	
Correspondence with us .....	92	- From an Investment Account .....	66
Custom Portfolios Model Service Program		- From the Traditional Annuity .....	65
- CPMSP accumulation .....	7	Plan Expense Reimbursement Agreement .....	76
- Definition .....	6	Premiums	
- Employee's CPMSP accumulation .....	11	- Allocation of .....	38
Death Benefit		- Payment of .....	37
- Amount of Payments .....	57	- Taxes .....	39
- Beneficiary .....	2	Proof of Survival .....	89
- Definition .....	8	Rate Schedule	
- Payment Methods .....	56	- Change of .....	93
- Payments after Death of Beneficiary .....	58	- Definition .....	24
Disruptive Transactions .....	78	Real Estate Account	
Elections and Changes - Procedure for .....	85	- Definition of .....	43
Employee .....	9	Retirement Plan Loan	
Employer .....	12	- Amount and Effective Date .....	64
Employer Plan .....	13	Revenue Credit Account .....	25
Employer Plan Fee Withdrawals .....	75	Revenue Credit Account Payment	
- Definition .....	14	- Amount and Effective Date .....	61
Equity Wash Restrictions .....	77	Roth Accounting .....	73
ERISA .....	15	Second Annuitant .....	26
Forfeiture Account .....	16	Section 403(b) of the Internal Revenue Code .....	74
Forfeiture Account Payment		Separate Account	
- Amount and Effective Date .....	60	- Charge .....	50
Funding Vehicle .....	17	- Definition .....	27
General Account .....	18	Service of Process upon TIAA .....	87
Gross Investment Factor .....	49	Severance from Employment .....	28
Income Benefit		Surrender Charge .....	29
- Amount .....	55	TIAA Access Account .....	44
- Options .....	53	Traditional Annuity .....	30
- Post-mortem Payments .....	54	Transfer Charge .....	31
Internal Transfers		Valuation Day and Valuation Period .....	33
- Amount .....	68		
- Availability .....	67		
- Crediting .....	70		

**Account Specifications Page**

The following Investment Accounts are available as of the issue date of this contract. The employer plan may restrict the right to invest in some or all of the accounts:

TIAA Real Estate Account:

[TIAA Access Account Level [x] Subaccounts:

[Account 1]:

[Account 2]:

[Account 3]:]

For the purposes of section 77, competing funds will be defined as any of the following:

- [Any money market fund]
- [Any short-term bond fund or other fund comprised primarily of short-term bonds with an average duration of three years or less]
- [The TIAA Real Estate Account]
- [The TIAA Traditional Annuity]
- [The TIAA Stable Value Separate Account-1 (SVSA-1)]
- [The fixed or general account component of any other annuity contract or certificate under which the individual contract owner, certificate owner, or individual on whose behalf an individually allocated accumulation is being recorded under the terms of such contract, may be allowed, under the terms of such contract or certificate, to make discretionary withdrawals of his or her accumulations at any time, regardless of whether or not such withdrawals would be subject to a surrender charge.]
- [A self-directed brokerage account]
- [Specific fund names]

[If additional funding options are added to the employer plan after the issue date of the contract, TIAA reserves the right to determine at such time whether such funding options will be considered competing funds.]

[The following funds will not be considered competing funds as of the date of issue of the contract:]

- [All funding options available as of the date of issue that are not described above as Competing Funds]
- [Fund name]
- [Fund name]

[TIAA reserves the right to recategorize any of these funds as competing funds if it determines that a change in the fund's investment practices and/or objectives warrants such a recategorization.]

**PART A: TERMS USED IN THIS CONTRACT**

1. The contract's **accumulation** is equal to the sum of all employees' accumulations, as well as any unallocated accumulations, under the contract.
2. A **beneficiary** is any person eligible to receive death benefit payments upon the death of an employee. If none of the beneficiaries named is alive at the time of the employee's death, or if, at the employee's death, no beneficiary had ever been named for that employee, then the death benefit will be paid to the person entitled to such benefits under the terms of the employer plan. If the plan does not specify how to distribute such death benefits, the death benefit will be paid to the employee's estate. If distributions to a named beneficiary are barred by operation of law, the death benefit due that beneficiary will be paid to the employee's estate.
3. A **business day** is any day that the New York Stock Exchange, or its successor, is open for trading. A business day ends at 4:00 P.M. Eastern time, or when trading closes on such exchange, if different.
4. The **commuted** (discounted) **value** is a one-sum amount paid in lieu of a series of payments that are not contingent upon the survival of an employee or second annuitant. It is less than the total of those payments, because future interest, included when computing the series of payments, will not be earned if payment is to be made in one sum. The commuted value of future payments is therefore the sum of those payments less the interest from the date of commutation to the date each payment would have been made. The same interest rate or rates used in computing the benefit payments will be used to determine the commuted value.
5. **Coordinated transactions** will be deemed to be occurring if TIAA becomes aware that, within 12 months prior to TIAA's receipt of the request of a duly authorized plan representative to begin one or more Plan Directed Payments from the Traditional Annuity accumulation or at any time after TIAA's receipt of such request, the plan sponsor, plan administrator, employer, or any other party has engaged in an effort to coach or encourage groups of employees to request internal transfers, retirement plan loans, or lump-sum benefits from their Traditional Annuity accumulations.
6. A **Custom Portfolios Model Service Program (CPMSP)** is an asset allocation program whereby contributions under the employer plan are allocated to model portfolios comprised of funding options in accordance with prescribed target allocation percentages. Some or all of the funding options under this contract may be administered as part of a CPMSP. For employees subscribed in a model within the CPMSP, TIAA will periodically execute Plan Directed Payments from Investment Account accumulations to track the target allocation percentages of the models created for the CPMSP. However, except as specified below in connection with Plan Directed Payments, there will be no movement of Traditional Annuity accumulations out of the Traditional Annuity in connection with the administration of a CPMSP. The terms of the CPMSP and the particular funding options that may be administered as part of a CPMSP will be as agreed upon by TIAA and the employer plan or a duly authorized plan representative. More than one model in a CPMSP may be administered under the contract. However, any specific employee's accumulation can only be managed under one model within the CPMSP at any time.

If the contract is being used in connection with an employer plan in which both an Retirement Choice (RC) and Retirement Choice Plus (RCP) contracts are simultaneously being used as funding vehicles and record-kept as a single plan in TIAA's recordkeeping systems for the purposes of making CPMSPs available to employees, then the only amounts that may be

applied to the RCP would be those associated with administering a model(s) in a CPMSP. TIAA may transfer an employee's Investment Account accumulations between the RCP and the corresponding accounts in the RC in accordance with the terms of the CPMSP as agreed upon by TIAA and the employer plan or a duly authorized plan representative under circumstances in which an employee begins or ceases participation in a model in a CPMSP.

In connection with any CPMSP, and notwithstanding any other provisions in the contract to the contrary, each employee retains, with respect to the employee's accumulation in the CPMSP, the following rights to the full extent an employee may be granted these rights under the contract: the right to (i) withdraw accumulations subject to all otherwise applicable restrictions on an employee's right to withdraw or transfer such accumulations; (ii) vote securities, or delegate the authority to vote securities to another person; (iii) be provided in a timely manner with a written confirmation or other notification of each transaction, and all other documents required by law to be provided to a security holder; and (iv) proceed directly as a security holder against the issuer of any security in the employee's account.

7. A **Custom Portfolios Model Service Program accumulation (CPMSP accumulation)** is the portion of the contract accumulation equal to the sum of all employees' CPMSP accumulations in a given CPMSP under the contract.
8. The **death benefit** for an employee is the current value of the employee's accumulation.
9. An **employee** is any employee entitled to benefits under the employer plan.
10. An **employee's accumulation** is the sum of the employee's Traditional Annuity accumulation (as defined in section 41) and the employee's Investment Account accumulations (as defined in section 47). Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 32.
11. An **employee's Custom Portfolios Model Service Program accumulation (employee's CPMSP accumulation)** is the portion of the employee's accumulation maintained for the sole purpose of providing a record of amounts accumulated in the Traditional Annuity in a model in a CPMSP and/or an Investment Account in a model in a CPMSP.
12. The **employer** is [ABC Institution].
13. The **employer plan** is the retirement plan of the employer as amended from time to time, or any successor retirement plan. Employees' and beneficiaries' eligibility to receive benefits available under the contract and the conditions of such benefit payments will be determined by reference to the employer plan, the terms of which comprise valid instructions from the plan administrator for the employer plan to the extent such plan terms do not enlarge the rights otherwise available under the contract. However, neither the Contractholder nor the employer plan may modify the manner in which the amounts of any lump-sum benefits, death benefits, or annuity benefits available under the contract are to be calculated. The plan administrator for the employer plan must notify TIAA of any changes to the terms of the employer plan. If TIAA takes any action in good faith before receiving such notice, we will not be subject to liability even if our acts were contrary to the terms of the employer plan as modified by such change.

14. **Employer plan fee withdrawals** are amounts deducted from the contract's accumulation in accordance with the terms of the employer plan to pay fees associated with the administration of the plan.
15. **ERISA** is the Employee Retirement Income Security Act of 1974, as amended.
16. **Forfeiture account.** A forfeiture account is an unallocated suspense account that holds amounts forfeited when an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan. The **forfeiture account accumulation** is the total amounts held in such an account.
17. A **funding vehicle** is an annuity contract (and any underlying investment options), custodial account trust, mutual fund, or other such similar arrangement designated to receive contributions under the employer plan. A funding vehicle may or may not be administered as part of TIAA's recordkeeping services for the employer plan. A funding vehicle will be referred to as an **internal funding vehicle** if it is being administered under the same recordkeeping system as that which is maintaining the individual employee records for this contract, whether or not TIAA is providing those recordkeeping services. Otherwise a funding vehicle will be referred to as an **external funding vehicle**.
18. The **general account** consists of all of TIAA's assets other than those in separate accounts.
19. An **internal transfer** is the movement of accumulations between the employee's Traditional Annuity accumulation and the employee's Investment Account accumulations, among an employee's Investment Account accumulations, or between this contract and a companion CREF contract, if any. The provisions concerning internal transfers are set forth in Part F.
20. An **Investment Account** under this contract refers to the Real Estate Account. It also refers to any subaccount of any other Separate Account available under this contract, that holds shares of a fund or funds which are managed with a specified investment objective. The Investment Accounts available as of the issue date of this contract are listed on the account specifications page and, for accounts other than the Real Estate Account, are specific to the indicated level.
21. The **IRC** is the Internal Revenue Code of 1986, as amended. All references to any section of the IRC shall be deemed to refer not only to such section but also to any amendment thereof, any successor statutory provisions, and any regulations thereunder.
22. **Contract and employee maturity dates.** The **contract maturity date** is the date as of which all accumulations under the contract have been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract beyond those associated with any ongoing payout annuity benefits. An **employee maturity date** is the date as of which all of an employee's accumulation has been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract with regard to that employee, beyond those associated with any ongoing payout annuity benefits being paid in connection with such employee. TIAA is not obliged to accept new premiums with regard to that employee.
23. The **payee** is a person named to receive any periodic payments or amounts due under an income option or death benefit payment method as explained in sections 54 and 58.

24. The **rate schedule** sets forth the bases for computing the Traditional Annuity accumulation and any benefits and distributions arising from it. To the extent permitted by law, TIAA may change the rate schedule for amounts applied after the change, as explained in section 93.
25. **Revenue credit account (sometimes called an ERISA account).** A revenue credit account is an unallocated suspense account established to cover reasonable and necessary plan expenses or to provide credits to employee and beneficiary plan accounts. The revenue credit account is comprised of payments that TIAA makes to it in its capacity as the plan's recordkeeper. These payments are derived from the excess, if any, of fees paid by the plan to TIAA in connection with the recordkeeping and administrative services for the funding options selected by the plan, that exceed the actual costs incurred by TIAA. TIAA shall also remit to the revenue credit account refunds which it collects in its capacity as the plan's recordkeeper, if any, from plan fund providers when the fees paid by the plan to such fund providers exceed the actual costs incurred by the plan's fund providers.
26. A **second annuitant** is the person named when an employee starts to receive income under a two-life annuity, to receive an income for life if he or she survives the employee. The second annuitant may be any person eligible under TIAA's practices then in effect.
27. The **Separate Accounts** are the accounts described in Part D.
28. A **severance from employment** occurs when an employee is no longer employed by any of the entities that are part of the employer as defined herein. In accordance with the provisions of the IRC and applicable regulations, a severance from employment will be deemed to occur even if the employee continues to perform the same job for a different employer that does not maintain the employer plan after a merger, acquisition, consolidation or other business transaction.
29. A **surrender charge** will be assessed against any portion of the Traditional Annuity accumulation withdrawn to provide any lump-sum benefit as shown in the rate schedule. A surrender charge will also be assessed on each Plan Directed Payment paid from the Traditional Annuity as shown in the rate schedule.
30. The **Traditional Annuity** refers to the guaranteed annuity benefits under the contract. Each premium and internal transfer allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of income, based on the rate schedule in effect for the contract at the time the premium is paid.
31. A **transfer charge** will be assessed against any portion of the Traditional Annuity accumulation deducted to provide an internal transfer as shown in the rate schedule.
32. **Unallocated accumulations.** As permitted by applicable law and in accordance with the terms of the employer plan, under certain circumstances upon the mutual agreement of TIAA and the plan administrator for the employer plan, including but not limited to the maintenance of a forfeiture account or a revenue credit account (sometimes called an ERISA account), some or all of the contract's accumulation may not be attributable to any individual employee under the employer plan. One or more such unallocated accumulation may be maintained on TIAA's recordkeeping system and the amount of any such accumulation and any benefits arising from it will be determined as if it were a single employee's accumulation without reference to any actual employees.



33. A **valuation day** is any business day. Valuation days end as of the close of all U.S. national exchanges where securities or other investments of the Investment Accounts are principally traded. A **valuation period** is the time from the end of a valuation day to the end of the next valuation day.

## **PART B: CONTRACT AND PREMIUMS**

34. **The contract.** This document and any endorsements thereto, constitute the entire contract between TIAA and the Contractholder, and the provisions therein alone will govern with respect to the rights and obligations of TIAA and the Contractholder. The payment of premiums is the consideration for the contract.

The sole responsibility of the Contractholder (as Trustee of the Trust) is to serve as a party to the contract. The employer is an institution that is participating in the Trust.

The contract may be amended by agreement of TIAA and the Contractholder without the consent of any other person, provided that such change does not reduce any benefit purchased under the contract up to that time. Any endorsement or amendment of this contract, waiver of any of its provisions, or change in rate schedule will be valid only if in writing and signed by an executive officer of TIAA.

Nothing in the contract invalidates or impairs any right granted to the certificate owner by the certificate.

35. **Contestability.** The contract is incontestable.

36. **Companion CREF contract.** The College Retirement Equities Fund (CREF) is a companion organization to TIAA. A companion CREF Retirement Choice Plus Annuity contract may have been delivered to the Contractholder, as Trustee of the Trust, when this contract was issued. The contract number for any such companion CREF contract is shown on page 1. If TIAA deletes all Investment Accounts and any of the Investment Accounts was, at any time, available under the terms of the employer plan, then a companion CREF Retirement Choice Plus Annuity contract will be issued, without application, as a funding vehicle for the employer plan, if such companion contract had not been previously issued.

37. **Premiums** for this contract must be remitted under the terms of the employer plan. Premiums include any transfers, other than internal transfers, to this contract from other funding vehicles. Premiums may be stopped at any time without notice to TIAA and then resumed without payment of any past due premium or penalty of any kind.

TIAA reserves the right to stop accepting or to limit premiums under the contract at any time. TIAA will not accept premiums paid on behalf of an employee after the employee's death. Premiums will be credited to the contract as of the end of the business day in which they are received by TIAA, at the location that TIAA will designate by prior written notice, in good order and in accordance with procedures established by TIAA or as required by law.

38. **Allocation of premiums.** Premiums may be allocated to either the Traditional Annuity or the Investment Accounts to the extent such allocation options are made available under the terms of the employer plan. Premiums allocated to the Traditional Annuity increase the Traditional Annuity accumulation. Premiums allocated to an Investment Account purchase accumulation units in that Investment Account. TIAA will allocate premiums according to the most recent valid instructions we have received in accordance with the terms of the employer plan in a form acceptable to TIAA. If no valid allocation instructions have been received, we will allocate premiums in accordance with the terms of the employer plan.

TIAA may stop accepting or limit premiums to the Traditional Annuity or to any or all of the Investment Accounts at any time.

39. **Premium taxes.** If premium taxes are incurred, they will be deducted from the contract accumulation, to the extent permitted by law.

### **PART C: TRADITIONAL ANNUITY ACCUMULATION**

40. The **Traditional Annuity accumulation** is the sum of all employees' Traditional Annuity accumulations, as well as any unallocated Traditional Annuity accumulations, held under the contract.

41. **Employee's Traditional Annuity accumulation.** Except as described in section 32, TIAA will maintain nominal Traditional Annuity accumulations on behalf of each employee in whose name amounts are credited to the Traditional Annuity under the contract. An employee's Traditional Annuity accumulation is the amount so held under the contract for that employee. Any amounts added to or deducted from the Traditional Annuity accumulation under this contract will be attributed to individual employees' Traditional Annuity accumulations, as applicable, in accordance with the terms of the employer plan. Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 32.

An employee's Traditional Annuity accumulation is, with respect to amounts recorded and transactions made on behalf of that employee, the sum of:

- A) all premiums allocated to the Traditional Annuity; plus
  - B) interest credited by TIAA at the guaranteed accumulation interest rate set forth in the rate schedule; plus
  - C) any additional amounts credited to the Traditional Annuity by TIAA; plus
  - D) any internal transfers to the Traditional Annuity; less
  - E) any premium taxes incurred by TIAA for the Traditional Annuity; less
  - F) any employer plan fee withdrawals and any minimum distribution payments paid from the Traditional Annuity; less
  - G) any charges for expenses and contingencies deducted by TIAA as set forth in the rate schedule; less
  - H) any amounts deducted to provide any form of Traditional Annuity benefit payments; less
  - I) any internal transfers from the Traditional Annuity; less
  - J) any amounts forfeited as described above; less
  - K) any Plan Directed Payments paid from the Traditional Annuity; less
  - L) any surrender charges and/or transfer charges assessed by TIAA as set forth in the rate schedule.
42. **Additional amounts.** TIAA may credit additional amounts to the Traditional Annuity accumulation. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited. Additional amounts may also be paid with any Traditional Annuity benefits payable.

Any additional amounts credited to the Traditional Annuity accumulation will be credited under a schedule of additional amount rates declared by TIAA. For a Traditional Annuity accumulation in force as of the effective date of such a schedule, the additional amount rates will not be modified for a period of twelve months following the schedule's effective date. For any premiums and internal transfers applied to the Traditional Annuity during the twelve-month period described in the preceding sentence, TIAA may declare additional amounts at rates which remain in effect through the end of such twelve-month period. Thereafter, any additional amount rates declared for such premiums and internal transfers will remain in effect for periods of twelve months or more.

### PART D: SEPARATE ACCOUNTS

43. The **Real Estate Account** is designated as "VA-2" and was established by TIAA in accordance with New York law to provide benefits under this contract and other contracts. The assets and liabilities of separate account VA-2 are segregated from the assets and liabilities of the general account, and from the assets and liabilities of any other TIAA separate account. All premiums and internal transfers credited to the Real Estate Account become part of separate account VA-2.
44. The **TIAA Access Account (The Access Account)** is designated as "VA-3" and was established by TIAA in accordance with New York law to provide benefits under this contract and other contracts. The assets and liabilities of separate account VA-3 are segregated from the assets and liabilities of the general account, and from the assets and liabilities of any other TIAA separate account. All premiums and internal transfers credited to the Access Account become part of separate account VA-3.
45. **Accumulation unit.** Each Investment Account maintains a separate accumulation unit. The value of each Investment Account's accumulation unit is calculated at the end of each valuation day. For Investment Accounts other than the Real Estate Account, the value of an Investment Account's accumulation unit as of the end of each valuation day is equal to the previous day's value multiplied by that account's net investment factor. For the Real Estate Account, the value of an accumulation unit as of the end of each valuation day is determined by dividing A) the value of the account's accumulation fund as of the end of the valuation day by B) the total number of accumulation units in the account outstanding as of the end of the valuation day. The value of the Real Estate Account's accumulation fund and the total number of accumulation units does not include the impact of units added or subtracted as of that valuation day. The Real Estate Account's accumulation fund equals the portion of the account's total net assets allocated to unitholders in the accumulation period. The value of the Real Estate Account's accumulation fund at the end of a valuation day equals the corresponding value at the end of the previous valuation day, increased by amounts added to the fund during the current period and reduced by amounts withdrawn from the fund during the current period. These changes include the increase by the allocated portion of the current period's net investment income and capital gains and the decrease by the allocated portion of the current period's capital losses and separate account charges incurred since the previous valuation day. This allocated portion is determined in accordance with the proportion of the account's accumulation fund relative to the account's total net assets as of the end of the previous valuation day as adjusted for additions to and withdrawals from each fund as of the beginning of the current period.
46. An **Investment Account accumulation** is the sum of all employees' Investment Account accumulations, as well as any unallocated Investment Account accumulations, for a particular Investment Account, held under the contract.

47. An **employee's Investment Account accumulation** is equal to the number of accumulation units owned under the contract on behalf of that employee, in that Investment Account, multiplied by the value of one accumulation unit in that Investment Account. Investment Account accumulations are variable and are not guaranteed. They may increase or decrease depending on the investment results of the funds underlying the Investment Accounts.

Any amounts added to or deducted from any of the Investment Account accumulations under this contract will be attributed to individual employee's Investment Account accumulations, as applicable, in accordance with the terms of the employer plan. Employees' rights with respect to these accumulations are those in accordance with the terms of the employer plan. If an employee has a severance from employment with the employer and fails to satisfy the vesting requirements of the employer plan, then in accordance with the terms of the employer plan, the amount of that employee's accumulation may be applied to a forfeiture account where it will be maintained as an unallocated accumulation as described in section 32.

48. The **Net Investment Factor** for any Investment Account other than the Real Estate Account equals that account's gross investment factor minus the separate account charge incurred for that account since the previous valuation day.

49. Each Investment Account other than the Real Estate Account has its own **Gross Investment Factor**. An Investment Account's Gross Investment Factor equals A divided by B, as follows:

- A equals
- i. the value of the shares in the fund(s) held by the account, as reported to us by the fund(s), as of the end of the valuation day, excluding the net effect of Contractholders' transactions (i.e., premiums received, benefits paid, and transfers to and from the account) made during that day; plus
  - ii. investment income and capital gains distributed to the account; less
  - iii. any amount paid and/or reserved for tax liability resulting from the operation of the account since the previous valuation day.

- B equals the value of the shares in the fund(s) held by the account as of the end of the prior valuation day, including the net effect of Contractholders' transactions made during the prior valuation day.

50. Each Investment Account has its own **separate account charge**. The separate account charge for the Real Estate Account is assessed for mortality and expense risk, liquidity risk, and administrative and investment advisory services. The Real Estate Account separate account charge can be increased or decreased at the discretion of TIAA and is guaranteed not to exceed [2.50%] per year of average net assets.

The separate account charge for any Investment Account other than the Real Estate Account is assessed for mortality and expense risk and administration. The separate account charge for any subaccount of TIAA VA-3 under this contract can be increased or decreased at the discretion of TIAA and is guaranteed not to exceed [2.0%] per year of that Investment Account's average net assets.

51. **Number of Accumulation Units.** The number of accumulation units in an Investment Account under this contract will be increased by:

- A) any premiums allocated to that Investment Account; and
- B) any internal transfers made to that Investment Account;

and will be decreased by:

- C) the application of any accumulations in that Investment Account to provide any available form of benefit payments as described in Part E;
- D) any internal transfers from the accumulation in that Investment Account to the Traditional Annuity, another Investment Account, or the companion CREF contract;
- E) any amounts forfeited as described in section 47;
- F) any premium taxes incurred by TIAA for that Investment Account in this contract;
- G) any employer plan fee withdrawals from that Investment Account; and
- H) any minimum distribution payments paid from that Investment Account.

The increase or decrease in the number of accumulation units on any valuation day is equal to the net dollar value of all transactions divided by the value of the Investment Account's accumulation unit as of the end of the business day on which the transaction becomes effective.

### **PART E: BENEFIT PAYMENTS**

- 52.** A **benefit payment** is any of the following types of payments made from this contract, under the terms of the employer plan.

An **income benefit** is a payment to an employee made under one of the options described in section 53.

A **death benefit payment** is a payment to a beneficiary under one of the methods described in section 56.

A **plan benefit payment** is a single-sum payment of an employee's entire accumulation made directly to an employee, beneficiary, or the estate of an employee or beneficiary as a benefit distribution under the terms of the employer plan. A plan benefit payment is only available when an employee has a severance from employment with the employer and is subject to the restrictions on mandatory distributions under the IRC. A plan benefit payment may also be applied to a TIAA annuity contract or certificate issued to an employee.

A **forfeiture account payment** is the payment of amounts held under a forfeiture account as described in sections 41, 47, and 60.

A **revenue credit account payment** is the payment of amounts held under a revenue credit account as described in section 61.

A **lump-sum benefit** is a single-sum payment, made at the voluntary direct affirmative request of an employee, of some or all of an employee's accumulation, less any applicable surrender charges.

A **retirement plan loan** is a disbursement of some or all of an employee's accumulation to provide loans.

**Plan Directed Payments** are payments directed by the plan or a duly authorized plan representative in accordance with and to the extent permitted by the terms of the employer plan, to any person, trustee, or corporation (other than an employee or beneficiary under the terms of the employer plan or the estate of such employee or beneficiary) duly designated, including payments made to effect transfers among the Traditional Annuity accumulations, Investment Account accumulations, or the companion CREF contract, if

any. Plan Directed Payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation, less any applicable surrender charges as described in section 65. Plan Directed Payments from the Traditional Annuity accumulation can also include payments made as a series of payments of the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract, less any applicable surrender charges. A Plan Directed Payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract, subject to the provisions of section 66. A Plan Directed Payment from an Investment Account accumulation can also include a lump-sum payment of that Account's entire accumulation in a specific model in a CPMSP under the contract.

- 53. Income options** are the ways in which an employee's income benefit may be paid. The income options are available from an employee's Traditional Annuity accumulation only. Some or all of an employee's Investment Account accumulations may be transferred to the employee's Traditional Annuity accumulation to provide benefits under these options.

The choice of option may be made any time before such income benefit payments begin. The choice may be changed any time before payments begin, but once they have begun, the election to begin receiving benefits is irrevocable and no change can be made. The application of an amount to purchase an income option will result in a corresponding reduction in the employee's accumulation for the full amount applied. The employee may not begin a one-life annuity after he or she attains age 90, nor may the employee begin a two-life annuity after the employee or the second annuitant attains age 90.

If the plan administrator for the employer plan or his or her designee notifies us that distribution from an employee's accumulation must begin under the minimum distribution rules of federal tax law, we will begin distributions satisfying such requirements.

The following are the available options:

**One-life annuity.** A payment will be made to the employee each month for as long as he or she lives. A guaranteed period of 10, 15, or 20 years may be included. If no guaranteed period is included, all payments will cease at his or her death. If a guaranteed period is included and the employee dies before the end of that period, payments will continue until the end of that period and then cease, as explained in section 54.

**Two-life annuity.** A payment will be made to the employee each month for as long as he or she lives. After the employee's death, a payment will be made each month to the second annuitant, for as long as such second annuitant lives. The choice of second annuitant may not be changed after payments to the employee have begun. A guaranteed period of 10, 15, or 20 years may be included. If no guaranteed period is included, all payments will cease after both the employee and the second annuitant have died. The following forms of two-life annuity are available.

**Full benefit to survivor.** At the death of either the employee or the second annuitant, the full amount of the monthly payments that would have been paid if they both had lived will continue to be paid to the survivor. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, the full amount of the monthly payments that would have been paid if both had lived will continue to be paid until the end of that period and then cease, as explained in section 54.

**Two-thirds benefit to survivor.** At the death of either the employee or the second annuitant, two-thirds of the monthly payments that would have been paid if they both had lived will continue to be paid to the survivor. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, two-thirds of the monthly payments that would have been paid if they both had lived will continue to be paid until the end of that period and then cease, as explained in section 54.

**Half benefit to second annuitant.** The full monthly payments will continue to be paid as long as the employee lives. After the employee's death, if the second annuitant survives the employee, one-half of the monthly payments that would have been paid if the employee had lived will continue to be paid to the second annuitant. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, one-half of the monthly payments that would have been paid if the employee had lived will continue to be paid until the end of that period and then cease, as explained in section 54.

**Three-quarters benefit to second annuitant.** The full monthly payments will continue to be paid as long as the employee lives. After the employee's death, if the second annuitant survives the employee, three-quarters of the monthly payments that would have been paid if the employee had lived will continue to be paid to the second annuitant. If a guaranteed period is included and the employee and the second annuitant both die before the end of the period chosen, three-quarters of the monthly payments that would have been paid if the employee had lived will continue to be paid until the end of that period and then cease, as explained in section 54.

- 54. Post-mortem payments during a guaranteed period.** Any periodic payments or other amounts remaining due after the death of the employee and the death of the second annuitant, if any, during a guaranteed period will be paid to the payee named to receive them. The payee designated to receive these payments is named at the time the income option is chosen.

A payee may choose to receive in one sum the commuted value of any remaining periodic payments that do not involve life contingencies, unless prohibited under the terms of the employer plan. If no payee was named to receive these payments, or if no one so named is then living, we will pay the remaining payments due or the commuted value of the remaining periodic payments in one sum to the estate of the employee, or to the estate of the last survivor of the employee and the second annuitant if a two-life annuity has been chosen.

If a payee receiving payments during a guaranteed period dies while payments remain due, the commuted value of any remaining payments due to that person will be paid to any other surviving payee that had been named to receive them. If no payee so named is then living, the commuted value will be paid to the estate of the last payee who was receiving these benefit payments.

- 55. The amount of the income benefit** payable to an employee will be determined as of the effective date for that income option, on the basis of:
- A) the income option chosen;
  - B) if a one-life annuity is chosen, the employee's age;
  - C) if a two-life annuity is chosen, the employee's age and the second annuitant's age;
  - D) the amount of the employee's Traditional Annuity accumulation applied to provide the income benefit; and

- E) the rate schedule or schedules under which any premiums and internal transfers were applied to the Traditional Annuity accumulation on behalf of that employee.

If the income benefit payable to the employee would be less than [\$100] a month, TIAA will have the right to change to quarterly, semi-annual or annual payments, whichever will result in payments of [\$100] or more and the shortest interval between payments. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the income benefit chosen will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

- 56. Death benefit payment methods** are the ways in which a beneficiary may receive the death benefit. The single-sum payment method is available from all or any part of an employee's accumulation. The other methods are available from the employee's Traditional Annuity accumulation only. All or any part of the employee's Investment Account accumulations may be transferred to the employee's Traditional Annuity accumulation to provide benefits under the other payment methods.

The choice of method may be made any time before the date the death benefit payment is paid or begins. The choice may be changed any time before payments begin, but once they have begun, no change can be made. The application of an amount to purchase an annuity method of payment of the death benefit will result in a corresponding reduction in the employee's accumulation for the full amount applied. If the amount of the death benefit due to any one beneficiary is less than [\$5,000], TIAA may change the method of payment for the portion of the death benefit payable to that beneficiary to the single-sum payment method. A beneficiary may not begin to receive the death benefit under the one-life annuity method after he or she attains age 90.

If the plan administrator for the employer plan or his or her designee notifies us that distribution from an employee's accumulation must begin under the minimum distribution rules of federal tax law, we will begin distributions satisfying such requirements.

The following are the available methods:

**Single-sum payment.** The death benefit will be paid to the beneficiary in one sum.

**One-life annuity.** A payment will be made to the beneficiary each month for life. A guaranteed period of 10, 15, or 20 years may be included. If a guaranteed period isn't included, all payments will cease at the death of the beneficiary. If a guaranteed period is included and the beneficiary dies before the end of that period, monthly payments will continue until the end of that period and then cease, as explained in section 58.

- 57. The amount of death benefit payments** under a one-life annuity will be determined as of the date payments are to begin by:

- A) the amount of the employee's Traditional Annuity accumulation applied to the one-life annuity;
- B) the rate schedule or schedules under which any premiums and internal transfers were applied to the Traditional Annuity accumulation on behalf of that employee; and
- C) the age of the beneficiary.

If any method chosen would result in payments of less than [\$100] a month, TIAA will have the right to require a change in choice that will result in payments of at least [\$100] a month. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the death benefit payment method chosen will be



allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

- 58. Payments after the death of a beneficiary.** Any periodic payments or other amounts remaining due after the death of a beneficiary during a guaranteed period will be paid to the payee named to receive them. The commuted value of these payments may be paid in one sum unless prohibited under the terms of the employer plan. The payee designated to receive these payments is named at the time the payment method is chosen.

If no payee was named to receive these payments, or if no one so named is living at the death of the beneficiary, the commuted value will be paid in one sum to the beneficiary's estate.

If a payee receiving these payments dies before the end of the guaranteed period, the commuted value of any payments still due that person will be paid to any other payee named to receive it. If no one has been so named, the commuted value will be paid to the estate of the last payee who was receiving these payments.

- 59. Amount and effective date of a plan benefit payment.** If an employee has a severance from employment with the employer, we may distribute all of that employee's accumulation as a plan benefit payment in accordance with the terms of the employer plan and subject to the restrictions on mandatory distributions under the IRC.

A plan benefit payment will be effective as of the end of the business day in which we receive the plan administrator's request for the plan benefit payment in a form acceptable to TIAA. The plan administrator for the employer plan may defer the effective date of the plan benefit payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A plan benefit payment may not be revoked after its effective date. TIAA may defer the payment of a Traditional Annuity plan benefit payment for up to six months.

- 60. Amount and effective date of a forfeiture account payment.** In accordance with and to the extent permitted by the terms of the employer plan, the plan administrator for the employer plan may request a withdrawal of some or all of the forfeiture account accumulation, if any, to pay reasonable and necessary plan expenses, provide additional contributions to employee accounts, or for use as a premium offset of plan contributions. To the extent such payments are used to reduce the employer's obligation to make contributions on behalf of other employees, they will be treated under the terms of the contract as premiums newly allocated to such employees' accumulations. Such payments will only be made directly to the plan administrator for the employer plan or to another funding vehicle selected by the plan administrator for the employer plan to administer such payments, following procedures that enable TIAA to determine that such payments are permitted under ERISA and/or applicable state law.

A forfeiture account payment will be effective as of the end of the business day in which we receive the plan administrator's request for the forfeiture account payment in a form acceptable to TIAA. The plan administrator for the employer plan may defer the effective date of the forfeiture account payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A forfeiture account payment will reduce the forfeiture account accumulation by the amount paid. If different rate schedules apply to different parts of the Traditional Annuity portion of the forfeiture account accumulation, such reduction will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. A forfeiture account payment may not be revoked after its effective date.

- 61. Amount and effective date of a revenue credit account payment.** The plan administrator for the employer plan may instruct us in writing to withdraw all or part of a revenue credit account accumulation to pay reasonable and necessary plan expenses or to issue credits to employee and beneficiary plan accounts. Revenue credit account payments will only be made directly to the plan administrator for the employer plan or to another funding vehicle selected by the plan administrator for the employer plan to administer such payments, following procedures that enable TIAA to determine that such payments are permitted under ERISA and/or applicable state law.

A revenue credit account payment will be effective as of the end of the business day in which we receive the plan administrator's written request for the revenue credit account payment. The plan administrator for the employer plan may defer the effective date of the revenue credit account payment until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. A revenue credit account payment reduces the accumulation from which it is paid by the amount paid. If different rate schedules apply to different parts of the revenue credit account's Traditional Annuity accumulation, such reduction will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. A revenue credit account payment may not be revoked after its effective date.

- 62. Availability of the lump-sum benefit.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may withdraw his or her Traditional Annuity accumulation or any of his or her Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than [\$1,000]. TIAA reserves the right to limit lump-sum benefits from an employee's Traditional Annuity accumulation and each of an employee's Investment Account accumulations to not more than one in a calendar quarter.

- 63. Amount and effective date of a lump-sum benefit.** If an employee chooses a lump-sum benefit from his or her Traditional Annuity accumulation, we will pay the portion of the employee's Traditional Annuity accumulation chosen, less any surrender charge in accordance with the applicable rate schedule or schedules. If an employee chooses a lump-sum benefit from the employee's Investment Account accumulations, we will pay the portion of the employee's Investment Account accumulation chosen. Payment of a lump-sum benefit reduces the accumulation from which it is paid by the amount chosen, including any surrender charge. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the lump-sum benefit will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

Any choice of lump-sum benefit must be made by notice to TIAA as explained in section 85 in a form acceptable to TIAA. A lump-sum benefit will be effective as of the business day on which we receive, in a form acceptable to TIAA, an employee's request for a lump-sum benefit. An employee may choose to defer the effective date of the lump-sum benefit until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. TIAA reserves the right to receive satisfactory evidence that a lump-sum benefit payment is being made at the voluntary direct affirmative request of an employee before effecting the payment. An employee can't revoke a request for a lump-sum benefit after its effective date.

TIAA may defer the payment of a Traditional Annuity lump-sum benefit for up to six months.

**64. Amount and effective date of a retirement plan loan.** If the employer plan so provides and in accordance with section 72(p) of the IRC, as amended, and ERISA, to the extent applicable, an employee may request a retirement plan loan from his or her Traditional Annuity accumulation or his or her Investment Account accumulations, at any time prior to that employee's maturity date. The amount of a retirement plan loan may generally not exceed the least of:

- i) the total of the employee's Traditional Annuity accumulation and the Investment Account accumulations;
- ii) [50%] of the present value of the employee's vested accrued benefit under any of the employee's employer's plans; and
- iii) [\$50,000]

In determining the amount available for a retirement plan loan, all plans of the employee's employer, including 403(b), 401(a), 403(a) and 457(b) plans, to the extent loans are available, and all such plans of any related employers under IRC Section 414(b), (c) or (m) shall be considered employer plans for this purpose.

A request for a retirement plan loan must be made on or before the employee's maturity date. A retirement plan loan will be effective as of the business day on which we receive the employee's request, in a form acceptable to TIAA as well as any spousal waiver that may be required under ERISA or the terms of the employer plan. TIAA will determine all values as of the end of the effective date. A request for a retirement plan loan can't be revoked after its effective date. TIAA may defer the payment of a retirement plan loan from the Traditional Annuity accumulation for up to six months.

A retirement plan loan reduces the accumulations from which it is paid by the amount of the loan chosen. The loan will be issued in accordance with the terms of a loan agreement. The loan agreement will describe the terms, conditions and any fees or charges for the loan. Any loan repayments applied to this contract will be applied as new premiums. If an employee chooses a retirement plan loan from his or her Traditional Annuity accumulation and different rate schedules apply to different parts of his or her accumulation, the reduction in his or her accumulation will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

**65. Amount and effective date of Plan Directed Payments from the Traditional Annuity.** Plan Directed Payments from the Traditional Annuity accumulation are a series of payments made for the purpose of paying out the contract's entire Traditional Annuity accumulation, including payments made to effect a transfer to an Investment Account accumulation or to the companion CREF contract, if any.

Plan Directed Payments from the Traditional Annuity accumulation can also include payments made as a series of payments, to be paid over the period of time described below, for the purpose of paying out the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract including payments made to effect a transfer to an Investment Account accumulation or to the companion CREF contract, if any. Plan Directed Payments executed for this purpose will be referred to as Custom Portfolios Model Service Program Plan Directed Payments (CPMSP PDPs). Any Plan Directed Payments, including CPMSP PDPs, will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules.

The availability of CPMSP PDPs is subject to the following:

1. CPMSP PDPs may only be paid from Traditional Annuity accumulations held within a model in a CPMSP.

2. Any portion of the contract's accumulation being paid as CPMSP PDPs may not be included in the calculation of any request for or calculation of any other series of Plan Directed Payments.
3. The request for CPMSP PDPs is irrevocable once we receive the written request in good order from the plan administrator or a duly authorized representative of the plan. The first payment will be effective as of the end of a business day that is not more than [90] days after the business day that we receive the written request for such CPMSP PDPs. TIAA will determine all values as of such effective date.

Such Plan Directed Payments will be made [monthly] over [a 60-month period]. The amount of each payment will be equal to the total remaining Traditional Annuity accumulation divided by the number of remaining payments. Each Plan Directed Payment will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. TIAA and the plan administrator or a duly authorized representative of the plan may agree to Plan Directed Payment arrangements with alternative schedules and associated charges. Any such surrender charges may be deducted from employees' accumulations. The consent of an employee is not required to elect Plan Directed Payments.

The first Plan Directed Payment will be effective as of the end of the business day that is [60 days] after the business day we receive the authorized request of the plan administrator or a duly authorized representative of the plan to begin Plan Directed Payments from the Traditional Annuity accumulation by written instructions in a form acceptable to TIAA.

Neither the plan administrator nor a duly authorized representative of the plan may notify employees of the intention to begin Plan Directed Payments from the Traditional Annuity accumulation prior to making the request of TIAA. In connection with a request for Plan Directed Payments from the Traditional Annuity accumulation, neither the plan administrator nor a duly authorized representative of the plan may intentionally and specifically advise employees, or release employee communications that are intended, to encourage employees to transfer or withdraw part or all of their contributions from their Traditional Annuity accumulation. Any such action may result in TIAA making the determination that coordinated transactions are occurring with the result of the surrender charge associated with coordinated transactions becoming applicable as described in the rate schedule. In such event, TIAA will provide at least 10 days' advance notice before the surrender charge becomes effective.

TIAA will determine all values as of the end of the effective date. The request for Plan Directed Payments may not be revoked after the effective date of the first payment. Each Plan Directed Payment reduces each employee's Traditional Annuity accumulation. The reduction, including any applicable surrender charge, will be allocated among the employees' Traditional Annuity accumulations on a pro-rata basis. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the reduction to that employee's accumulation will be on a pro-rata basis among the parts in accordance with procedures established by TIAA.

As of the effective date of Plan Directed Payments from the Traditional Annuity accumulation, no further premiums or internal transfers will be accepted into the Traditional Annuity accumulation.

- 66. Amount and effective date of a Plan Directed Payment from an Investment Account.** A Plan Directed Payment from an Investment Account accumulation is a lump-sum payment of the contract's entire accumulation in that Account, including payments made to effect a transfer to the Traditional Annuity accumulation or to the companion CREF contract, if any.

A Plan Directed Payment from an Investment Account accumulation can also be a lump-sum payment of some or all of the contract's accumulation in that Investment Account in a specific model in a CPMSP under the contract, including payments made to effect a transfer to the

Traditional Annuity accumulation or to the companion CREF contract, if any. A Plan Directed Payment from an Investment Account accumulation can also be lump-sum payments and transfers of any part of an employee's CPMSP accumulation in that Investment Account effected to achieve the rebalancing objectives associated with the target allocations of the model in a CPMSP.

A lump-sum Plan Directed Payment from an Investment Account accumulation will be effective as of the end of the business day in which we receive the request of the plan administrator or a duly authorized representative of the plan for a Plan Directed Payment from an Investment Account accumulation by written instructions in a form acceptable to TIAA. However, for Plan Directed Payments from the Real Estate Account, TIAA reserves the right to defer the effective date of payment, for some or all of the amount to be paid, for up to [180 days] if the total amount to be paid exceeds [\$10 million]. TIAA will determine all values as of the end of the effective date. The request for a Plan Directed Payment from an Investment Account accumulation may not be revoked after the effective date of the payment. A Plan Directed Payment reduces each employee's accumulation in the chosen Account. The reduction will be allocated among the employees' accumulations on a pro-rata basis. The consent of an employee is not required to elect Plan Directed Payments.

As of the effective date of Plan Directed Payments from an Investment Account accumulation, no further premiums or internal transfers will be accepted into that Investment Account's accumulation.

## **PART F: INTERNAL TRANSFERS**

- 67. Availability of Internal Transfers.** In accordance with and to the extent permitted by the terms of the employer plan, an employee may transfer between his or her Traditional Annuity accumulation and his or her Investment Account accumulations, among his or her Investment Account accumulations, from all or part of his or her Traditional Annuity accumulation or Investment Account accumulations to the companion CREF contract, if any, or may transfer from his or her accumulation in any such companion CREF contract to this contract. TIAA reserves the right to limit internal transfers from an employee's Traditional Annuity accumulation and each of an employee's Investment Account accumulations to not more than one in a calendar quarter. Any internal transfer to or from CREF is subject to the terms of the companion CREF contract and CREF's Rules of the Fund. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or internal transfers to the Real Estate Account at any time.
- 68. Amount of internal transfer.** Internal transfers may be for all of an employee's Traditional Annuity accumulation or all of any of an employee's Investment Account accumulations, or any part of any of these accumulations not less than [\$1,000]. If an employee chooses to transfer from his or her Traditional Annuity accumulation, the amount to be transferred will be reduced by any transfer charge in accordance with the applicable rate schedule or schedules.
- An internal transfer reduces the accumulation from which it is paid by the amount transferred, including any transfer charge. If different rate schedules apply to different parts of an employee's Traditional Annuity accumulation, the portion applied to provide the transfer will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.
- 69. Effective date of internal transfer.** An internal transfer will be effective as of the end of the business day in which we receive an employee's request for an internal transfer in a form

acceptable to TIAA. An employee may defer the effective date of the internal transfer until any business day following the date on which we receive the request. TIAA will determine all values as of the end of the effective date. TIAA reserves the right to receive satisfactory evidence that an internal transfer is being made at the voluntary direct affirmative request of an employee before effecting the transfer. An employee can't revoke a request for an internal transfer after its effective date. TIAA may defer the effective date of an internal transfer from the Traditional Annuity for up to six months.

**70. Crediting internal transfers.** Internal transfers to an employee's Traditional Annuity accumulation are credited to the Traditional Annuity as of the end of the effective date of the internal transfer and begin participation in the Traditional Annuity as of the following day. Internal transfers to an employee's Investment Account accumulations purchase accumulation units as of the end of the effective date of the internal transfer.

**71. Restrictions on transfers.** To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. TIAA reserves the right to stop accepting or to limit internal transfers to any of the Investment Accounts under Separate Account VA-3 to the extent any such subaccount is to be deleted within 120 days, in accordance with section 80.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

**72. Additional restrictions on transfers into the Real Estate Account.** For the purposes of this section, an **internal funding vehicle transfer** is the movement of accumulations among or between any of the following:

- i. the Traditional Annuity accumulation held on behalf of an employee
- ii. the Real Estate Account accumulation held on behalf of an employee
- iii. any other Investment Account accumulation held on behalf of an employee
- iv. the CREF accumulation held on behalf of an employee in a companion CREF certificate
- v. any other funding vehicle accumulation held on behalf of an employee which is administered by TIAA or CREF on the same record-keeping system as this contract.

[However, an internal funding vehicle transfer does not include any of the following:

- [i. Systematic withdrawals and transfers (SWATs)]
- [ii. Automatic rebalances]
- [iii. Any transaction arising from a TIAA sponsored advice product or service]
- [iv. Transfer Payout Annuity (TPA) payments directed to the Real Estate Account].]

Internal funding vehicle transfers may not be applied to the Real Estate Account accumulation held on behalf of an employee if the Real Estate Accumulation held on behalf of an employee under this contract and any other TIAA annuity contract or certificate already exceeds a threshold amount of [\$150,000], or if after giving effect to such transfer, such

threshold would be exceeded. Any internal funding vehicle transfer which cannot be applied pursuant to this rule will be rejected in its entirety and we will communicate such rejection to the employee.

The Real Estate Account accumulation unit values used in applying this provision will be those calculated as of the valuation day preceding the day on which the proposed transfer is to be effective. For the purpose of this provision, the total value of the Real Estate Account accumulation held on behalf of an employee will include the value of any pending internal funding vehicle transfers into the Real Estate Account accumulation held on behalf of the employee under any TIAA annuity contracts or certificates.

TIAA reserves the right in the future to increase or decrease the threshold dollar amount associated with this provision. However, the threshold amount will never be less than [\$100,000]. If, as of the effective date of such a change in the threshold amount, the total value of the Real Estate Account accumulation held on behalf of an employee under this contract and any other TIAA annuity contract or certificate already exceeds the new threshold amount, the employee will not be required to reduce such accumulation to a level at or below the new threshold. TIAA also reserves the right in the future to include among the restricted transactions any of the categories currently excluded above or to include any categories of transactions associated with services that may be introduced in the future. Any such future changes will only affect transactions with effective dates on or after the effective date of such change. The Contractholder will be given at least two months advance written notice of any such change.

Nothing in this section shall be construed to limit TIAA's right to stop accepting or to limit premiums and/or internal transfers to the Real Estate Account at any time.

### PART G: GENERAL PROVISIONS

73. **Roth accounting.** Notwithstanding any other provision in this contract, all amounts added to or deducted from accumulations under the contract will be accounted for separately to the extent required by IRC Section 402A, or any successor section governing Roth amounts. If there is a change in IRC Section 402A, this provision shall be construed as referring to such section as changed.
74. **Section 403(b).** Notwithstanding any other provision in this contract, if this contract is intended to comply with Section 403(b) of the Internal Revenue Code of 1986, as amended, its terms shall be interpreted accordingly. As such, TIAA and the employer shall apply the limitations of and follow the requirements of Treasury Regulation sections 1.403(b)-3(a)(4) (deferral limitations), 1.403(b)-3(a)(6) (minimum required distributions), 1.403(b)-3(a)(7) (rollover distribution requirements), 1.403(b)-3(a)(8) (limitation on incidental benefits) and 1.403(b)-3(a)(9) (maximum annual additions) and such other limitations, requirements or successor Treasury regulation sections as may be promulgated pursuant to Applicable Law.
75. **Employer plan fee withdrawals.** To the extent provided by the terms of the employer plan, and in accordance with TIAA's procedures, TIAA will withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

The amount and the effective date of an employer plan fee withdrawal will be in accordance with the terms of the employer plan. TIAA will determine all values as of the end of the effective date. An employer plan fee withdrawal cannot be revoked after it has been withdrawn.

An employer plan fee withdrawal reduces the accumulation from which it is paid by the amount withdrawn.

No surrender charge applies to employer plan fee withdrawals.

If a portion of an employer plan fee withdrawal is payable from an employee's Traditional Annuity accumulation and different rate schedules apply to different parts of the employee's accumulation, the portion applied to provide the withdrawal will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA.

76. **Plan Expense Reimbursement Agreement.** TIAA and the plan administrator for the employer plan may enter into a plan expense reimbursement agreement under which TIAA shall agree to pay certain reasonable and necessary plan expenses on behalf of the employer plan.
77. **Equity Wash Restrictions.** If an internal transfer from the Traditional Annuity or a lump-sum benefit from the Traditional Annuity is to be applied, whether directly or indirectly, to an internal funding vehicle which has been designated as a competing fund, the amount of the transfer must first be applied to an internal funding vehicle which is a non-competing fund and remain in a non-competing fund for a period of at least 90 days from the effective date of the transfer. At the end of such 90-day period, the amount available to be subsequently applied to a competing fund, would be the amount originally transferred net of any increase or decrease in value resulting from the participation in the non-competing fund(s) during the 90-day period, determined in accordance with the applicable terms of those funds. This 90-day restriction (commonly known as an "equity wash") will be administered in a manner such that when such an amount is removed from the Traditional Annuity and applied to a non-competing fund, the full 90-day period must elapse before any transfer or withdrawal made from non-competing funds and applied to competing funds will be allowed to reduce the total non-competing fund balance below the amount of the transaction that triggered the 90-day period. These "equity wash" restrictions will not apply to transactions made in connection with automated periodic or pre-scheduled purchase, redemption, exchange or transfer arrangements, including, but not limited to, salary reduction agreements, plan benefit payments, "dollar cost averaging" programs, asset allocation programs, or periodic "account rebalancing" programs.
- Irrespective of the provisions above, a transfer from the contract may not be applied to a TIAA or CREF Supplemental Retirement Annuity (SRA), a TIAA or CREF Group Supplemental Retirement Annuity (GSRA), or any other TIAA contract providing for liquidity provisions similar to the aforementioned contracts.
78. **Disruptive transactions.** TIAA reserves the right to restrict transfers into or out of the Traditional Annuity for any employee identified as undertaking a pattern of disruptive trading. The restriction period will start no earlier than 10 days after being notified in writing by TIAA and will continue for the remainder of the calendar quarter and the following calendar quarter. Subsequent instances of disruptive trading can result in the restriction being reinstated. For purposes of this provision, a disruptive trading pattern is defined as one in which an employee cumulatively transfers more than [\$8 million] into and / or out of the Traditional Annuity within a [60] day period. For purposes of determining the dollar amount of transfers under this provision, the amount of transfers in will be added to the amount of transfers out during each rolling [60] day period to determine whether the [\$8 million] threshold has been reached.
79. **Insulation of the Investment Accounts.** TIAA owns the assets in each Investment Account. To the extent permitted by law, the assets in each Investment Account will not be charged with liabilities arising out of any other business TIAA may conduct. All income, investment gains and investment losses of each Investment Account, whether or not realized, will be credited to or charged against only that account without regard to TIAA's other income, gains or losses.



- 80. Modification of an Investment Account.** We may, as permitted by applicable law, combine or delete Investment Accounts. We may add other Investment Accounts in accordance with the terms of the employer plan. We may also, as permitted by applicable law and the New York Department of Financial Services, change or substitute the fund(s) whose shares are held by the Investment Accounts. If any Investment Accounts were, at any time, available under the terms of the employer plan, and all Investment Accounts are subsequently deleted, then a companion CREF contract will be issued to the Contractholder at the time of the deletion, if one had not been previously issued. If accumulation units are owned under the contract in an Investment Account that is deleted, the units must be transferred to the Traditional Annuity accumulation or to the companion CREF contract in accordance with the terms of the employer plan.
- 81. Report of accumulation.** At least once each year, we will provide the plan administrator for the employer plan with a report for this contract. It will show the value of the accumulation.
- 82. Investment Company Act of 1940.** The TIAA Access Account is a unit-investment trust which is a registered investment company under the Investment Company Act of 1940. However, we may operate the separate account using any other form permitted under the Act. Also, we may deregister the separate account under the Act, subject to compliance with applicable law.
- 83. Ownership.** The Contractholder owns this contract.
- 84. No assignment or transfer.** No one may assign, pledge, or transfer ownership of this contract or any benefits under its terms. Any such action will be void and of no effect.
- 85. Procedure for elections and changes and requests for benefits.** Notice in a form acceptable to TIAA and including all information required by TIAA must be provided to TIAA identifying each person that becomes eligible for benefit payments. Upon receipt of proof of an employee's death, we will divide that employee's accumulation into as many portions as there are validly designated beneficiaries for that employee's accumulation. If different rate schedules apply to different parts of that employee's Traditional Annuity accumulation, the resulting portions will be allocated among the parts on a pro-rata basis in accordance with procedures established by TIAA. Each validly designated beneficiary will then have the right to make elections available under this contract in connection with his or her portion of such employee's accumulation.

The right of an employee (or the employee's beneficiaries, after the employee's death) to make choices and elections available under the contract, with respect to that employee's accumulation under the contract, are subject to the terms of the employer plan. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment.

To be valid, any choices or elections available under the contract must be made in a form acceptable to TIAA at a location that we designate. Valid instructions will take effect as of the date TIAA receives the instructions. TIAA will only accept as valid, instructions received from the party entitled to issue the instruction, as determined by our records. If TIAA takes any action in good faith before receiving a valid instruction, we will not be subject to liability even if our acts were contrary to such instruction. All benefits are payable at our home office or at another location that we designate.

For purposes of determining the effective dates of any transactions and premium receipts, transaction requests and premiums will only be deemed to have been received when they are received by TIAA, or its appropriately designated agent, in good order, in accordance with procedures established by TIAA or as required by law. No available transaction may be made

effective on a day that is not a business day. TIAA reserves the right to limit the number of transactions that may be made effective on a single business day.

- 86. Payment to an estate, trustee, etc.** Upon the death of an employee, TIAA reserves the right to pay in one sum the commuted value of any benefits due an estate, corporation, partnership, trustee or other entity that isn't a natural person. TIAA won't be responsible for the acts or neglects of any executor, trustee, guardian, or other third party receiving payments under this contract. If a trustee of a trust is designated as beneficiary, TIAA is not obliged to inquire into the terms of the underlying trust or any will.

If death benefits become payable to the designated trustee of a testamentary trust, but:

- A) no qualified trustee makes claim for the benefits within nine months after the death of the employee; or
- B) evidence satisfactory to TIAA is presented at any time within such nine-month period that no trustee can qualify to receive the benefits due,

payment will be made to the successor beneficiaries, if any are designated and survive the employee; otherwise payment will be made to the executors or administrators of the employee's estate.

If benefits become payable to an *inter-vivos* trustee (the person appointed to execute a trust created during an individual's lifetime), but the trust is not in effect or there is no qualified trustee, payment will be made to the successor beneficiaries, if any are designated and survive the employee; otherwise payment will be made to the executors or administrators of the employee's estate.

Payment to any trustee, successor beneficiary, executor, or administrator, as provided for above, shall fully satisfy TIAA's payment obligations under the contract to the extent of such payment.

- 87. Service of process upon TIAA.** We will accept service of process in any action or suit against us on this contract in any court of competent jurisdiction in the United States provided such process is properly made. We will also accept such process sent to us by registered mail if the plaintiff is a resident of the jurisdiction in which the action or suit is brought. This section does not waive any of our rights, including the right to remove such action or suit to another court.
- 88. Benefits based on incorrect data.** If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.
- 89. Proof of survival.** TIAA reserves the right to require satisfactory proof that anyone named to receive benefits under the terms of the contract is alive on the date any benefit payment is due. If this proof is not received after it has been requested in writing, TIAA will have the right to make reduced payments or to withhold payments entirely until such proof is received. If under a two-life annuity TIAA has overpaid benefits because of a death of which we were not notified, subsequent payments will be reduced or withheld until the amount of the overpayment, plus compound interest at the effective annual rate of 6% per year, has been recovered.

**90. Protection against claims of creditors.** The benefits and rights accruing under the contract are exempt from the claims of creditors or legal process to the fullest extent permitted by law. Such exemption does not apply to the extent this contract is issued in connection with a non-qualified deferred compensation plan sponsored by an employer that is not a state or local government, an IRC section 457(b) plan sponsored by an employer that is not a state or local government, a plan operating under IRC section 457(f), or a plan operating under IRC section 415(m).

**91. Compliance with laws and regulations.** TIAA will administer the contract to comply with the restrictions of all laws and regulations pertaining to the terms and conditions of the contract. No benefit may be elected and no right may be exercised under the contract if the election of that benefit or exercise of that right is prohibited under an applicable state or federal law or regulation.

The choice of income option and effective date thereof, beneficiary or second annuitant, death benefit payment method and effective date, the availability of transfers and lump-sum benefits, and the rights of spouses to benefits, are all subject to the applicable restrictions, distribution requirements and incidental benefit requirements of ERISA and the IRC and any rulings and regulations issued under ERISA and the IRC.

**92. Correspondence.** For questions about the contract, or inquiries about our service, or for help to resolve a problem, contact us at the web address or phone number below or at such other location that we may designate.

TIAA  
[[www.tiaa.org](http://www.tiaa.org)  
800 842-2733]

**93. Change of rate schedule.** We may, at any time and from time to time, substitute a new rate schedule for the one currently effective in this contract. A new rate schedule will apply only to benefits arising from any premiums and internal transfers applied to the Traditional Annuity while such rate schedule is in effect. Any change in the rate schedule will not affect the amount of benefits purchased prior to the change by any premiums and internal transfers applied to the Traditional Annuity. A change in the rate schedule will be made only after we have given the Contractholder three months' written notice of the change. Any new rate schedule will specify:

- A) the charges for expenses and contingencies;
- B) the interest rates and the mortality bases used for determining benefits arising from amounts applied to the Traditional Annuity; and
- C) any applicable surrender charges on lump-sum benefits and transfer charges on internal transfers arising from amounts applied to the Traditional Annuity; and
- D) any applicable surrender charges on Plan Directed Payments arising from amounts applied to the Traditional Annuity.

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**RATE SCHEDULE**

**A) Rates applicable to premiums and internal transfers applied to the Traditional Annuity.**

The benefits bought by any premiums and internal transfers applied to the Traditional Annuity while this rate schedule is in effect will be computed on the basis described below. This basis applies to such amounts for as long as such amounts remain in the Traditional Annuity. Any guaranteed interest and additional amounts credited to the Traditional Annuity accumulation will buy benefits calculated on the same basis that is applicable to the premiums or internal transfers that gave rise to such guaranteed interest and additional amounts:

- (1) no deduction for expenses or contingencies, except for any premium taxes incurred by TIAA for the contract and except for any employer plan fee withdrawals in accordance with the terms of the employer plan;
- (2) [interest from the end of the day on which the premium or internal transfer is credited, to the date that such amount is deducted from the Traditional Annuity accumulation, in accordance with the terms of the contract, at the effective annual rate of [3.00%];]

OR

[interest from the end of the day on which the premium or internal transfer is credited, to the date that such amount is deducted from the Traditional Annuity accumulation, in accordance with the terms of the contract, as follows:

[The minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less [0.0125], rounded to the nearest [0.0005], provided however that the minimum rate will not be less than [1%] nor greater than [3%]. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the [calendar month of [January]] [[12] month period from [February] through the [January]] preceding the reset date.]

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any approvals required by the insurance regulatory authority of the jurisdiction shown on page 1, and will also be made to all other contracts written on this form and delivered in that jurisdiction. Any such change will be made only after we have given the Contractholder three months' written notice.]

- (3) for one-life annuities and two-life annuities, annuity payments based on interest at the effective annual rate of 2% after the date that payments begin, and mortality according to the Annuity 2000 Mortality Table (TIAA Merged Gender Mod C), with ages set back three months for each completed year between January 1, 2000 and the date that annuity payments begin, as illustrated in the accompanying chart.

[A **surrender charge** of [0.00%] will be deducted from any lump-sum benefit from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect.]

**Teachers Insurance and Annuity Association of America**  
**TIAA Retirement Choice Plus Annuity Contract**

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[A **transfer charge** of [0.00%] will be deducted from any internal transfer from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect.]

[A **surrender charge** of [1.50%] will be deducted from any lump-sum benefit from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect and where such transaction is effected during a period of time in which TIAA has determined that coordinated transactions are occurring.]

[A **transfer charge** of [1.50%] will be deducted from any internal transfer from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect and where such transaction is effected during a period of time in which TIAA has determined that coordinated transactions are occurring.]

[A **surrender charge** of [0.00%] will be deducted from any Plan Directed Payment from the Traditional Annuity accumulation arising from amounts applied to the Traditional Annuity while this rate schedule is in effect.]

**Betterment of rates.** When an employee or an employee's beneficiary begin benefits under a one-life or two-life annuity, we will compute any benefits provided by the portion of the Traditional Annuity accumulation resulting from amounts applied to the Traditional Annuity while this rate schedule is in effect on the basis stated above, or, if it produces a larger guaranteed benefit, on the basis in use for any single premium immediate annuities then being offered by TIAA for contracts of the same class as this contract.

<b>Guaranteed Annual Amount of Income Benefits from the Traditional Annuity  under the One-life  Annuity with 10-Year Guaranteed Period option  Provided by \$10,000 from Employee's Accumulation  (assuming a premium tax rate of 0%)</b>					
One-twelfth of the amount shown is payable each month					
Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments
40	\$305.99	57	\$383.81	74	\$553.18
41	\$309.20	58	\$390.38	75	\$568.43
42	\$312.54	59	\$397.25	76	\$584.44
43	\$316.02	60	\$404.44	77	\$601.22
44	\$319.65	61	\$411.96	78	\$618.78
45	\$323.43	62	\$419.85	79	\$637.13
46	\$327.38	63	\$428.13	80	\$656.25
47	\$331.50	64	\$436.82	81	\$676.14
48	\$335.79	65	\$445.95	82	\$696.74
49	\$340.27	66	\$455.55	83	\$718.03
50	\$344.94	67	\$465.65	84	\$739.91
51	\$349.82	68	\$476.29	85	\$762.31
52	\$354.90	69	\$487.50	86	\$785.11
53	\$360.20	70	\$499.31	87	\$808.15
54	\$365.73	71	\$511.75	88	\$831.28
55	\$371.50	72	\$524.86	89	\$854.30
56	\$377.52	73	\$538.66		
<p>The yearly payments shown above are those that result from the application of an accumulation of \$10,000 (assuming a premium tax rate of 0%) in the Traditional Annuity to the specified income option when the employee has attained an adjusted age as shown, but has not passed the date on which that adjusted age was attained by as much as one month.</p> <p>The employee's adjusted age equals the employee's actual age minus three months for each completed year between January 1, 2000 and the date that payments begin. All ages used in computing benefits are calculated in completed years and months. Payments beginning at ages other than those shown, and under other income options, are computed on the basis stated in the rate schedule. For accumulations other than \$10,000, payments will be proportionate.</p>					

- B) Rates applicable to Investment Account accumulations transferred to immediately begin income from the Traditional Annuity.** The following applies to Investment Account accumulations attributable to any premiums and internal transfers applied to an Investment Account while this rate schedule is in effect and for as long as such amounts remain in the Investment Account accumulation:

If an employee transfers accumulations from an Investment Account to the Traditional Annuity to purchase a one-life or two-life annuity, with benefits beginning immediately, the resulting guaranteed benefit from the Traditional Annuity will be determined on whichever of these bases produces the largest guaranteed payments:

- (1)
  - (a) interest at the effective annual rate of 1.5%; and
  - (b) mortality according to the Annuity 2000 mortality table (TIAA Merged Gender Mod A), with ages set back one year for each completed year between January 1, 2004 and the effective date of the internal transfer;
- (2) the basis otherwise applicable to internal transfers to the Traditional Annuity under the rate schedule in effect on the effective date of the transfer; or
- (3) the basis in use for any single premium immediate annuities then being offered by TIAA for contracts of the same class as this contract.

**Group Flexible Premium Deferred Annuity**  
**Fixed and Variable Accumulations**  
**Nonparticipating**



**Teachers Insurance and Annuity Association of America**  
**730 Third Avenue, New York, N.Y. 10017-3206**  
**Telephone: [800-842-2733]**

**Retirement Choice Plus Annuity Certificate**

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Plus Annuity Contract issued to a Trust as Contractholder. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the Contractholder, the employer and you. This certificate refers briefly to some of the contract's features.

The employer remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.** TIAA reserves the right to stop accepting or to limit premiums under the contract at any time.

TIAA will pay you all benefits set forth under the terms of the contract and in accordance with the employer plan as from time to time amended, or any successor plan. Your rights under the contract are subject to the terms of the employer plan.

*Derek Dorn*  
SMD, Corporate Secretary

*Thasunda Brown Duckett*  
President and Chief Executive Officer

**Group Flexible Premium Fixed and Variable Deferred Annuity Certificate**  
**Nonparticipating**

### **Your Rights**

The Contractholder owns the contract.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the terms of the employer plan. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. Your rights under the contract are subject to the vesting provisions of the employer plan.

The contract and this certificate are subject to the provisions, terms and conditions of the employer plan. Any payment, distribution, income option, death benefit, withdrawal, transfer, or other rights exercised under the contract and this certificate shall comply with any applicable terms, provisions, and conditions of the employer plan as determined by the plan administrator, trustee, or other plan designated fiduciary. To the extent this certificate makes reference to the terms of the employer plan, a supplement to this certificate has been issued in conjunction with this certificate and is a part of this certificate. The supplement provides additional details concerning how the terms of the employer plan impacts your rights under the certificate. Please refer to the supplement for such details. Under no circumstances can the employer plan expand the rights or terms under the contract or certificate or impose any responsibilities or duties on TIAA not specifically set forth in the contract.

### **Employee Maturity Date**

Your maturity date is the date as of which all of your accumulation has been distributed or applied to provide benefit payments under the terms of the contract. As of such date, TIAA will have no further obligations under the contract to you, beyond those associated with any ongoing payout annuity benefits being paid to you. TIAA is not obliged to accept new premiums on your behalf.

### **Allocation Options**

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

### **Accumulations**

Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are subject to the terms of the employer plan.

The portion of the Traditional Annuity accumulation nominally held on your behalf under the contract will be the sum of the following as attributed to your account in accordance with the terms of the employer plan:

- A) all premiums allocated to the Traditional Annuity; plus
- B) interest credited by TIAA at the guaranteed accumulation interest rate set forth in the contract's rate schedule; plus
- C) any additional amounts credited to the Traditional Annuity by TIAA; plus
- D) any internal transfers to the Traditional Annuity; less
- E) any premium taxes incurred by TIAA for the Traditional Annuity; less

## Your TIAA Retirement Choice Plus Annuity Certificate

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- F) any employer plan fee withdrawals and any minimum distribution payments paid from the Traditional Annuity; less
- G) any charges for expenses and contingencies deducted by TIAA as set forth in the contract's rate schedule; less
- H) any amounts deducted to provide any form of Traditional Annuity benefit payments; less
- I) any internal transfers from the Traditional Annuity; less
- J) any amounts forfeited as a result of your failing to satisfy the vesting requirements under your employer plan; less
- K) any Plan Directed Payments from the Traditional Annuity; less
- L) any surrender charges and/or transfer charges assessed by TIAA as set forth in the contract's rate schedule.

The portion of any Investment Account accumulation nominally held on your behalf under the contract will be based on the number of accumulation units held on your behalf, as attributed to your account in accordance with the terms of the employer plan, which will be increased by:

- A) any premiums allocated to that Investment Account; and
- B) any internal transfers made to that Investment Account;

and decreased by:

- C) the application of any accumulations in that Investment Account to provide any available form of benefit payments;
- D) any internal transfers from the accumulation in that Investment Account to the Traditional Annuity, another Investment Account, or the companion CREF contract;
- E) any amounts forfeited as a result of your failing to satisfy the vesting requirements under your employer plan;
- F) any premium taxes incurred by TIAA for that Investment Account;
- G) any employer plan fee withdrawals from that Investment Account; and
- H) any minimum distribution payments paid from that Investment Account.

The increase or decrease in the number of accumulation units on any valuation day is equal to the net dollar value of all transactions divided by the value of the Investment Account's accumulation unit as of the end of the business day on which the transaction becomes effective.

### **Benefit Guarantees**

[Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be [3.00%]. The minimum interest rate will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.]

OR

[Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less [0.0125], rounded to the nearest [0.0005], provided however that the minimum rate will not be less than [1%] nor greater than [3%]. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the [calendar month of [January]][[12] month period from [February] through the [January]] preceding the reset date.

The minimum interest rate so determined will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such

## **Your TIAA Retirement Choice Plus Annuity Certificate**

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amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.]

Under the contract's current rate schedule, for one-life annuities and two-life annuities, annuity payments are based on mortality according to the Annuity 2000 Mortality Table (TIAA Merged Gender Mod C), with ages set back three months for each completed year between January 1, 2000 and the date that annuity payments begin, as illustrated in the chart at the end of this document.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the Contractholder three months' written notice of the change.

### **Additional Amounts**

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

### **Income Options**

Income benefits may be payable for your lifetime, or for your lifetime and that of a second annuitant. Lifetime income options may include a guaranteed period of 10, 15 or 20 years, during which payments will continue even if you (and any second annuitant) die before the end of the guaranteed period.

### **Lump-sum Benefits**

In accordance with and to the extent permitted by the terms of the employer plan, you may withdraw your Traditional Annuity accumulation or any of your Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than [\$1,000].

Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is [0.00%].

At any time you may, subject to the limits described below, withdraw as a lump-sum benefit all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than [\$1,000].

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

### **Transfers**

In accordance with and to the extent permitted by the terms of the employer plan, you may transfer between your Traditional Annuity accumulation and your Investment Account accumulations. In addition, and also subject to the terms of the employer plan, you may transfer all or part of your Traditional Annuity accumulation or Investment Account accumulations to the companion CREF contract, if any, or from your accumulation in any such companion CREF contract to the TIAA

## **Your TIAA Retirement Choice Plus Annuity Certificate**

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contract, or among your Investment Account accumulations. Such transfers may be for all of your Traditional Annuity accumulation or all of any of your Investment Account accumulations, or any part of any of these accumulations not less than [\$1,000]. Transfers from the Traditional Annuity accumulation will be reduced by any transfer charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the transfer charge is [0.00%].

TIAA reserves the right to limit internal transfers from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting or to limit internal transfers to the Traditional Annuity and/or internal transfers to the Real Estate Account at any time.

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. TIAA reserves the right to stop accepting or to limit internal transfers to any of the Investments Accounts under Separate Account VA-3 to the extent any such subaccount is to be deleted within 120 days.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

### **Additional Restrictions on Transfers into the Real Estate Account**

For the purposes of this provision an internal funding vehicle transfer is the movement of accumulations among or between any of the following:

- i. your Traditional Annuity accumulation
- ii. your Real Estate Account accumulation
- iii. your other Investment Account accumulation
- iv. your companion CREF certificate
- v. any other funding vehicle accumulation you may have which is administered by TIAA or CREF on the same record-keeping system as this certificate.

[However, an internal funding vehicle transfer does not include any of the following:

- [Systematic withdrawals and transfers (SWATs)]
- [Automatic rebalances]
- [Any transaction arising from a TIAA sponsored advice product or service]
- [Transfer Payout Annuity (TPA) payments directed to the Real Estate Account].]

You may not apply internal funding vehicle transfers to your Real Estate Account accumulation if the total value of your Real Estate Account accumulation under this certificate and any other TIAA annuity contract or certificate issued to you already exceeds a threshold amount of [\$150,000], or if after giving effect to such transfer, such threshold would be exceeded. Any internal funding vehicle transfer which cannot be applied pursuant to this rule will be rejected in its entirety and we will communicate such rejection to you.

The Real Estate Account accumulation unit values used in applying this provision will be those calculated as of the valuation day preceding the day on which the proposed transfer is to be effective. For the purpose of this provision, the total value of your Real Estate Account accumulation will

## **Your TIAA Retirement Choice Plus Annuity Certificate**

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include the value of any pending internal funding vehicle transfers into your Real Estate Account accumulation under any TIAA annuity contracts or certificates issued to you.

TIAA reserves the right in the future to increase or decrease the threshold dollar amount associated with this provision. However, the threshold amount will never be less than [\$100,000]. If, as of the effective date of such a change in the threshold amount, the total value of your Real Estate Account accumulation under this certificate and any other TIAA annuity contract or certificate issued to you already exceeds the new threshold amount, you will not be required to reduce such accumulation to a level at or below the new threshold. TIAA also reserves the right in the future to include among the restricted transactions any of the categories currently excluded above or to include any categories of transactions associated with services that may be introduced in the future. Any such future changes will only affect transactions with effective dates on or after the effective date of such change. You will be given at least two months advance written notice of any such change.

Nothing in this provision shall be construed to limit TIAA's right to stop accepting or to limit premiums and/or internal transfers to the Real Estate Account at any time.

### **Equity Wash Restrictions**

If an internal transfer from your Traditional Annuity accumulation or a lump-sum benefit from your Traditional Annuity accumulation is to be applied, whether directly or indirectly, to an internal funding vehicle which has been designated as a competing fund under the terms of the contract, the amount of the transfer must first be applied to an internal funding vehicle which is a non-competing fund and remain in a non-competing fund for a period of at least 90 days from the effective date of the transfer. For the purposes of this restriction a funding vehicle will be referred to as an internal funding vehicle if it is being administered under the same recordkeeping system as that which is maintaining the individual employee records for the contract, whether or not TIAA is providing those recordkeeping services. At the end of such 90-day period, the amount available to be subsequently applied to a competing fund, would be the amount originally transferred net of any increase or decrease in value resulting from the participation in the non-competing fund(s) during the 90-day period, determined in accordance with the applicable terms of those funds. This 90-day restriction (commonly known as an "equity wash") will be administered in a manner such that when such an amount is removed from your Traditional Annuity accumulation and applied to a non-competing fund, the full 90-day period must elapse before any transfer or withdrawal made from non-competing funds and applied to competing funds will be allowed to reduce the total non-competing fund balance below the amount of the transaction that triggered the 90-day period. These "equity wash" restrictions will not apply to transactions made in connection with automated periodic or pre-scheduled purchase, redemption, exchange or transfer arrangements, including, but not limited to, salary reduction agreements, plan benefit payments, "dollar cost averaging" programs, asset allocation programs, or periodic "account rebalancing" programs.

Irrespective of the provisions above, a transfer from your accumulation may not be applied to a TIAA or CREF Supplemental Retirement Annuity (SRA), a TIAA or CREF Group Supplemental Retirement Annuity (GSRA), or any other TIAA contract providing for liquidity provisions similar to the aforementioned contracts.

Generally, a competing fund, for the purpose of this provision, includes money market funds, short-term bond funds, the TIAA Real Estate Account, the TIAA Traditional Annuity, the TIAA Stable Value Separate Account-1 (SVSA-1), certain guaranteed annuity contracts and other funds with either similar duration characteristics or performance patterns generally consistent with stability as determined by TIAA, and self-directed brokerage accounts.

The designation of funds as competing funds may be modified by TIAA.

### **Coordinated Transactions**

Coordinated transactions occur when TIAA determines that the plan sponsor, plan administrator, employer, or any other party has engaged in an effort to coach or encourage groups of employees to request benefit payments and/or internal transfers from their Traditional Annuity accumulations. Under the contract's current rate schedule, the surrender charge applicable to lump-sum benefits from your Traditional Annuity accumulation and the transfer charge applicable to transfers from your Traditional Annuity accumulation, where such lump-sum benefit or transfer is effected during a period of time in which TIAA has determined that coordinated transactions are occurring, is [1.50%]. If Coordinated Transactions are deemed to be occurring, we will provide you with at least 10 days' notice before the surrender charge and/or transfer charge becomes effective.

### **Disruptive Transactions**

TIAA reserves the right to restrict transfers into or out of the Traditional Annuity for any employee identified as undertaking a pattern of disruptive trading. The restriction period will start no earlier than 10 days after being notified in writing by TIAA and will continue for the remainder of the calendar quarter and the following calendar quarter. Subsequent instances of disruptive trading can result in the restriction being reinstated. For purposes of this provision, a disruptive trading pattern is defined as one in which an employee cumulatively transfers more than [\$8 million] into and / or out of the Traditional Annuity within a [60] day period. For purposes of determining the dollar amount of transfers under this provision, the amount of transfers in will be added to the amount of transfers out during each rolling [60] day period to determine whether the [\$8 million] threshold has been reached.

### **Death Benefits**

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to your beneficiary, in accordance with the terms of the employer plan.

### **Retirement Plan Loan**

A retirement plan loan is a disbursement of some or all of your accumulation to provide loans. If your employer plan so provides and in accordance with section 72(p) of the IRC, as amended, and ERISA, to the extent applicable, you may request a retirement plan loan from your accumulations, at any time prior to your maturity date. The loan will be issued in accordance with the terms of a loan agreement. The loan agreement will describe the terms, conditions and any fees or charges for the loan.

### **Benefits Based on Incorrect Data**

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

### **Employer Plan Fee Withdrawals**

To the extent provided by the terms of the employer plan, and in accordance with TIAA's procedures, TIAA will withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

### **Custom Portfolios Model Service Program**

A Custom Portfolios Model Service Program (CPMSP) is an asset allocation program whereby contributions under the employer plan are allocated to model portfolios comprised of funding options in accordance with prescribed target allocation percentages. Some or all of the funding options under

the contract may be administered as part of a CPMSP. If and while you are subscribed in a model within the CPMSP, TIAA will periodically execute Plan Directed Payments from Investment Account accumulations to track the target allocation percentages of the models created for the CPMSP. However, except as specified below in connection with Plan Directed Payments, there will be no movement of Traditional Annuity accumulations out of the Traditional Annuity in connection with the administration of a CPMSP. The terms of the CPMSP and the particular funding options that may be administered as part of a CPMSP will be as agreed upon by TIAA and the employer plan or a duly authorized plan representative. More than one model in a CPMSP may be administered under the contract. However, your accumulation can only be managed under one model within the CPMSP at any time.

If the contract is being used in connection with an employer plan in which both an Retirement Choice (RC) and Retirement Choice Plus (RCP) contracts are simultaneously being used as funding vehicles and record-kept as a single plan in TIAA's recordkeeping systems for the purposes of making CPMSPs available to employees, then the only amounts that may be applied to the RCP would be those associated with administering a model(s) in a CPMSP. TIAA may transfer your Investment Account accumulation between the RCP and the corresponding accounts in the RC in accordance with the terms of the CPMSP as agreed upon by TIAA and the employer plan or a duly authorized plan representative under circumstances in which you begin or cease participation in a model in a CPMSP.

In connection with any CPMSP, and notwithstanding any other provisions in the contract to the contrary, you retain, with respect to your accumulation in the CPMSP, the following rights to the full extent you may be granted these rights under the contract: the right to (i) withdraw accumulations subject to all otherwise applicable restrictions on an employee's right to withdraw or transfer such accumulations; (ii) vote securities, or delegate the authority to vote securities to another person; (iii) be provided in a timely manner with a written confirmation or other notification of each transaction, and all other documents required by law to be provided to a security holder; and (iv) proceed directly as a security holder against the issuer of any security in your account.

### **Contractholder Rights**

The Contractholder owns the contract. The sole responsibility of the Contractholder (as Trustee of the [Retirement Choice Plus Annuity Trust]) is to serve as a party to the contract.

### **Plan Directed Payments**

A duly authorized representative of the Plan may withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Plan Directed Payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A Plan Directed Payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract. Under the contract's current rate schedule, any amounts that are so withdrawn from the Traditional Annuity are subject to a [0.00%] surrender charge. TIAA and a duly authorized representative of the Plan may agree to alternative Plan Directed Payment arrangements with alternative associated charges. Any such surrender charges may be deducted from employees' accumulations. Plan Directed Payments do not require the consent of any employee.

Plan Directed Payments from the Traditional Annuity accumulation can include payments made as a series of payments, to be paid over the period of time described in the contract, of the contract's entire Traditional Annuity accumulation in a specific model in a CPMSP under the contract, less any applicable surrender charges. A Plan Directed Payment from an Investment Account accumulation can include a lump-sum payment of some or all of that Account's accumulation in a specific model in a CPMSP under the contract. A Plan Directed Payment from an Investment Account accumulation also



## Your TIAA Retirement Choice Plus Annuity Certificate

includes lump-sum payments and transfers of any part of an employee's CPMSP accumulation in that Investment Account effected to achieve the rebalancing objectives associated with the target allocations of the model in a CPMSP.

The contract does not require the employer plan or a duly authorized representative to elect any withdrawals that would be subject to the surrender charge.

<b>Guaranteed Annual Amount of Income Benefits from the Traditional Annuity under the One-life Annuity with 10-Year Guaranteed Period option Provided by \$10,000 from Employee's Accumulation</b> (assuming a premium tax rate of 0%) One-twelfth of the amount shown is payable each month					
Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments	Adjusted Age When Payments Begin	Annual Amount of Monthly Benefit Payments
40	\$305.99	57	\$383.81	74	\$553.18
41	\$309.20	58	\$390.38	75	\$568.43
42	\$312.54	59	\$397.25	76	\$584.44
43	\$316.02	60	\$404.44	77	\$601.22
44	\$319.65	61	\$411.96	78	\$618.78
45	\$323.43	62	\$419.85	79	\$637.13
46	\$327.38	63	\$428.13	80	\$656.25
47	\$331.50	64	\$436.82	81	\$676.14
48	\$335.79	65	\$445.95	82	\$696.74
49	\$340.27	66	\$455.55	83	\$718.03
50	\$344.94	67	\$465.65	84	\$739.91
51	\$349.82	68	\$476.29	85	\$762.31
52	\$354.90	69	\$487.50	86	\$785.11
53	\$360.20	70	\$499.31	87	\$808.15
54	\$365.73	71	\$511.75	88	\$831.28
55	\$371.50	72	\$524.86	89	\$854.30
56	\$377.52	73	\$538.66	90	\$877.00
<p>The yearly payments shown above are those that result from the application of an accumulation of \$10,000 (assuming a premium tax rate of 0%) in the Traditional Annuity to the specified income option when the employee has attained an adjusted age as shown, but has not passed the date on which that adjusted age was attained by as much as one month.</p> <p>The employee's adjusted age equals the employee's actual age minus three months for each completed year between January 1, 2000 and the date that payments begin. All ages used in computing benefits are calculated in completed years and months. Payments beginning at ages other than those shown, and under other income options, are computed on the basis stated in the rate schedule. For accumulations other than \$10,000, payments will be proportionate.</p>					

## Group Flexible Premium Fixed and Variable Deferred Annuity Certificate Nonparticipating



# Code of Business Conduct







## Acting with integrity in all that we do

Like many of you, I was attracted to TIAA because of its proud legacy of making a difference for those who do so much to serve others, and helping millions of people achieve secure retirements and financial well-being for more than a century.

Most importantly though, it is our commitment to our values that sets TIAA apart from the rest and drew me to this very special company. We have become a trusted and respected name in the financial services industry not only because of the results we deliver for clients but also because we are committed to operating each and every day with the highest possible ethical standards.

Once again, we renew our commitment to acting with integrity by reacquainting ourselves with our Code of Business Conduct and attesting to follow it in all that we do. The Code embodies our high ethical standards and values, and it provides a critical and strong foundation for our mission, brand and commitment to our clients. I encourage you to take the time to read the Code in its entirety and reflect on how you will live it every day in your role.

Our cherished reputation with clients has been earned over the past hundred-plus years through the hard work, dedication and integrity of the associates who came before us, and it is up to us to continue upholding this reputation for the future. The very special institutions and individuals we serve are counting on it, and I thank you for the important role you play.

With gratitude,

A handwritten signature in black ink that reads "Thasunda". The signature is stylized with a large, flowing 'T' and a cursive 'a'.

Thasunda Brown Duckett  
President and Chief Executive Officer

**The TIAA Code of Business Conduct contains the following sections and topics:**

Our culture ..... 2

Our values ..... 3

Why does TIAA have a Code of Business Conduct? ..... 4

The Code of Business Conduct with Guidelines ..... 5

Checklist for ethical business conduct..... 13

Guidelines for managers..... 14

Reporting possible misconduct ..... 15

Appendix ..... 20

# Our culture

TIAA’s culture, values and brand have been critical factors in our success, and have served as the foundation for why we occupy a unique place in the world of financial services. Our expertise and our unwavering commitment to integrity and service have all contributed to the organization we are today. Simply stated, our culture comes down to each one of us and the values we bring to our work every day. As we live our values, they work to set us apart from others, reinforcing our stellar reputation and bringing new opportunities for our clients and the TIAA family of companies.



# Our values

For Teachers Insurance and Annuity Association of America (“TIAA”) and its family of companies, we exist to serve our clients and to provide outcomes that truly matter to them. It is our mission to serve, our ability to perform and the values we embrace that make us different. Here are the values that guide us:



**Put the client first**  
We inspire confidence.



**Take personal accountability**  
We each own it.



**Act with integrity**  
We do the right thing.



**Operate as one team**  
We win together.



**Deliver excellence**  
We never stop improving.



**Value our people**  
We take care of each other.

# Why does TIAA have a Code of Business Conduct?

The Code of Business Conduct (the “Code”) embodies the values and mission for all employees of TIAA and its family of companies, and makes plain our requirements of conduct for transacting business. The Code serves as an ethical framework for all of our business-related decisions, actions and interactions with our clients, business partners and each other. Our adherence to this framework remains essential for maintaining our trusted brand name, reputation for excellence and continued success worldwide. Solid corporate values have come to be expected in today’s business world, but what sets us apart is the degree to which we incorporate our Code into our daily business conversations, behaviors and decisions.

## **We all must follow the Code of Business Conduct**

Each employee of TIAA along with its group of subsidiaries (collectively the “Company” or the “TIAA family of companies”) is required to comply with the TIAA Code of Business Conduct. Compliance with this Code is also expected of vendors, contingent workers and third parties serving this organization.

Each employee must attest to having read and understood the Code, and agree to follow it. Any employee who does not comply with the Code or fails to cooperate fully in the investigation of an alleged violation is subject to disciplinary action up to and including termination of employment.

TIAA takes allegations of observed or suspected violations of the TIAA Code of Business Conduct seriously and conducts prompt investigations. We are all expected to cooperate fully with any such investigations by providing accurate and thorough responses.

The TIAA Code of Business Conduct specifies that we will:

**Be honest and fair**

**Use good judgment**

**Be accountable**

**Be respectful and promote inclusion**

**Comply with laws and regulations**


**Protect client and Company information**

**Ask questions and speak up**

## **Human Rights Statement**

TIAA’s values and policies protect and promote human rights. We support the human rights of our employees, clients and suppliers. We have a commitment to fair, ethical and responsible business practices and workplace processes.



A photograph of three business professionals in an office setting. A woman with blonde hair is looking at a document held by a man in a white shirt. Another woman with dark hair is on the right, holding glasses. The background is a light-colored wall with vertical blinds. A red pen and some papers are on the table.

# The Code of Business Conduct with Guidelines



# 1. Be honest and fair

We are committed to conducting our business affairs honestly, fairly and with transparency, and believe all three are essential for winning and maintaining our clients' trust. We must maintain high standards of ethical business conduct and display personal integrity at all times. Doing so is paramount to protecting our Company's reputation and meeting our commitments to the people with whom we work, and the clients and institutions we serve.

## Honesty

fairness and  
straightforwardness of  
conduct; adherence to  
the facts

## Fair

just, honorable

## Guidelines for being honest and fair

**Deal fairly with everyone**, including clients, suppliers, competitors and employees while also remembering your professional responsibility comes before your personal interests.

**Do not take unfair advantage** of another person or party through improper business practices, including: manipulation, fraud, coercion, intimidation, concealment, misuse of confidential information, misrepresentations or criminal wrongdoing.

**Be clear and forthright** concerning your motivations, priorities and decisions.

**Deliver excellence** through outstanding work and service to our clients.

**Listen to our clients** and help them make sound financial decisions.

**Obtain appropriate approval** before engaging in activities that could pose a potential conflict of interest, such as public office, board appointments, political contributions, secondary employment and other outside business activities, business investments and gifts. Your position at the organization cannot be used for inappropriate personal gain for you or a member of your family.





## 2. Use good judgment

Exercising good judgment involves thinking things through and considering the short- and long-term consequences of a decision or action. This may involve sharing information, working through ideas with others and sometimes holding off on an action to avoid a harmful outcome. We should be thoughtful in our approach and conduct ourselves in a way that aligns with TIAA's mission and values.

Let's never forget that our Company's reputation is one of its most valuable assets. Using good judgment is an important way to safeguard it. Each of us plays a vital role in protecting the TIAA name and associated brands, and has a stake in the success of our efforts.

### Judgment

the process of forming an opinion or evaluation by discerning and comparing

### Guidelines for using good judgment

**Obtain input** and signoff, as appropriate, from key internal partners before finalizing a decision. Take action to ensure all relevant considerations are taken into account and appropriately weighed, consistent with the Company's mission and values.

**Act as a brand ambassador** whenever you represent the Company externally, whether for work, business travel or other reasons.

**Exercise care** in the use of email, the Internet and social media on behalf of the Company or when using Company resources.

**Choose words carefully** when responding to inquiries or representing our Company with clients or industry groups.

**Direct all media-related inquiries** for the Company to your Communications representative.

**Uphold our Company's values** and rules in regard to gifts, entertainment, sourcing and solicitation.

**Comply with our organization's policies** regarding conflicts of interest. If you are unsure, consult your Compliance Officer or Human Resources representative.

**Understand, identify and mitigate** risks that may arise from your responsibilities, which include knowing what options are available and the impact of your choices.



## 3. Be accountable

We are personally accountable and answerable for what we do, say and write. We not only take ownership of our own job responsibilities, but support our managers, teams and colleagues as they carry out their duties and obligations. We accept the fact that we're only human and may make mistakes. When mistakes happen, we own our role and do what we can to correct them.

### Accountable

to explain actions and decisions to someone; to be responsible for something

### Guidelines for being accountable

**Respect and follow** internal policies and procedures.

**Take personal responsibility** for your words and actions, no matter the outcome.

**Admit to mistakes** and take action to correct them.

**Keep your promises** and commitments.

**Help each other succeed** in assisting our clients.

**Work with others** to accomplish goals and objectives.

**Prepare and submit** timely and accurate financial reports.





## 4. Be respectful and promote inclusion

Mutual respect and professional conduct are, and have always been, central to our corporate culture. We are aware of and value the diversity of our employees, and take steps to ensure that every company in the TIAA family of companies provides an inclusive workplace for all employees. We understand that our differences make us stronger by vetting our ideas and plans against the experiences and opinions of others, and we value those experiences and opinions for their ability to lead us to better outcomes.

We cannot allow our differences to become a source of disrespect, exclusion or discrimination. Rather, they must always be a source of strength that is leveraged for the continued success of the Company.

### Respect

regard, esteem,  
deference, admiration

### Inclusion

action of including  
or bringing a person  
into a group or  
conversation for purposes  
of active participation

### Guidelines for respect and inclusion

**Respect differences of opinion**, perspectives or approaches to a particular situation.

**Treat everyone fairly**, without regard to age, race, gender, ethnicity, sexual orientation, gender identity, disability, religion or any other category protected by applicable law. Discrimination, harassment and retaliation are strictly prohibited, as is engaging in intimidating, demeaning or offensive behavior.

**Value and use diversity** and its many dimensions to enrich our business results and practices.





## 5. Comply with laws and regulations

Our business activities are subject to many laws and regulations, including comprehensive regulations governing our insurance, retirement, asset management and banking activities. In addition, nondiscrimination and other employment laws govern the workplace. We are committed to conducting our business in a compliant manner. All employees are responsible for understanding and following the specific legal and regulatory requirements that apply to our activities as well as applicable policies and procedures.

### Comply

to conform, submit or adapt  
as required or requested

### Guidelines for complying with laws and regulations

**Know and comply with federal, state, and local laws and regulations** applicable to your job responsibilities.

**Know and comply with corporate, business unit and support area policies** and procedures applicable to your job responsibilities.

**Complete required training** and attestations on time.

**Maintain required licenses and registrations**, including continuing education.

**Ask for guidance and/or clarification** about applicable laws, regulations, policies and procedures when you have a question or are uncertain about their requirements.

**Report any concerns** about matters that may put the Company or our clients at risk, or conduct that may violate this Code. You are encouraged to raise good faith concerns without fear of retaliation, which is not tolerated by the Company.



## 6. Protect client and Company information

All of us who work in the TIAA family of companies are required to protect client and Company information. That means we should review or share client information only to the extent permitted, required and necessary to conduct the business of our Company.

Proprietary business information—including client data, investment data, product information and business strategy—should be shared only with appropriate parties on a need-to-know basis.

### Protect

to cover or shield from exposure, injury, damage or destruction; guard

### Guidelines for protecting client and Company information

**Follow information security and privacy standards** and procedures for handling client and business information.

**Do not alter, misrepresent or manipulate** Company records or financial reports.

**Accurate and thorough records** must be maintained in accordance with record retention requirements, including the destruction of Company records, as established by law, regulation or Company policy.

**Report any suspicious activity** or behavior that could compromise Company or client information.

**Immediately report any possible breach** of information security or compromise of proprietary data.





## 7. Ask questions and speak up

Our corporate culture empowers employees to speak up by asking questions, voicing concerns and sharing opinions in good faith. We work in a complicated business with many legal, regulatory and business requirements, and we face numerous demands on our time. When we are unsure about how to proceed or just want clarification on a matter, we should feel free to ask questions.

When you have concerns, speak up. You should raise them by speaking to your manager or another manager, or by making a report through the Ethics Helpline. See the *Reporting Possible Misconduct* section for more information on how to report and to determine the most appropriate reporting solution for your concern.

### Speak up

means to ask questions, voice concerns and share opinions in good faith with intent to add value or mitigate a possible risk

### Guidelines for asking questions and speaking up

**If there is something you do not understand**, ask someone who is in a position to help you.

**If you have concerns about work-related issues**, tell someone who can best do something about it.

**Do not demean colleagues** who express a different opinion, perspective or point of view.

**Do not retaliate against** an employee who speaks up.



## Checklist for ethical business conduct

Use the following questions to help you follow our Code when representing or making decisions on behalf of the Company. They provide guidance and direction for compliance that may be helpful to you on a daily basis.

### **Please remember...**

Neither the Code nor these guidelines can anticipate every possible situation. If you need guidance or assistance on a matter related to ethical conduct, speak to your manager or to an employee in a supporting or advisory role, such as Human Resources, Compliance or Internal Investigations.

- ☒ **Is the proposed activity legal?**
- ☒ **Are you acting ethically, fairly and in good faith?**
- ☒ **Is this activity consistent with TIAA's values?**
- ☒ **Are you acting in the best interest of the client?**
- ☒ **Could this activity be considered fraudulent or misleading?**
- ☒ **Could this activity damage TIAA's reputation or brand image?**
- ☒ **Could TIAA lose clients if this information were made publicly available?**
- ☒ **Would you be embarrassed if the detail of this activity were known by your colleagues, team members or family and friends, or if it appeared in a newspaper or on the Internet?**
- ☒ **Could this activity in any way be interpreted as, or appear to be, inappropriate or unethical behavior?**

# Guidelines for managers



**Take your management** and supervision responsibilities seriously.



**Inform your team** about options for reporting possible misconduct.



**Seek assistance** from your Human Resources Business Partner.



**Encourage employees** to ask questions and foster an environment that welcomes them.



**Address right away** any suspicions of ethical concerns or misconduct brought to you in good faith and escalate serious concerns for further investigation.



**Point out and explain** pertinent laws, regulations, policies and compliance manuals related to your work.



**Do not engage** in retaliation against an employee who speaks up.



**Provide guidance** to direct reports and others who are questioning a decision or course of action.



**Follow up** on all reports brought to your attention.



**Never ignore** a report of conduct that is in conflict with our policy of diversity and inclusion.



**Lead by example.** Be a role model for personal integrity and ethical business conduct.



**Answer questions promptly.** The sooner you respond, the sooner the problem will be addressed.



A white rounded rectangle outline is positioned in the upper left quadrant of the image. It has a thick white border and rounded corners on the top-left and bottom-right sides.

**Reporting  
possible  
misconduct**

# If you suspect or witness possible misconduct

If you suspect or witness what you believe in good faith to be a violation of this Code, law, regulation or Company policy, speak up immediately. It is much easier for the Company to fix a problem than a damaged reputation. There are a number of different options and ways to relay your concerns.

## Speak up without fear of retaliation

TIAA encourages employees to voice concerns freely. Fear of retaliation should never be a deterrent to speaking up. We take seriously all claims of retaliation against those who speak up and will investigate all such claims. The Company does not tolerate retaliation against an employee who speaks up, as part of or outside of an investigation. Individuals who retaliate will be subject to disciplinary action up to and including termination of employment.



**It is important that you call the correct Ethics Helpline number for your company/location.**

A list of Ethics Helpline phone numbers can be found in the directory at the end of the Code.

## Speak Up Resources:<sup>1</sup> Lots of ways to be heard

**Any manager**

**Employee Relations:**

844-4-TIAAHR (option 7) or [HRServices@tiaa.org](mailto:HRServices@tiaa.org)

**Any HR Business Partner** or similar contact

**Any HR Consulting Group Member:**

Ask HR or [HRServices@tiaa.org](mailto:HRServices@tiaa.org)

**Internal Investigations:**

844-412-5656 or [internalinvestigations@tiaa.org](mailto:internalinvestigations@tiaa.org)

**Global Security Team:**

866-800-0012 or [sechotline@tiaa.org](mailto:sechotline@tiaa.org) or  
[corporatesecurity@tiaa.org](mailto:corporatesecurity@tiaa.org)

**General Counsel** for your organization

**Compliance Officer** for your organization

**Ethics Helpline:**

877-774-6492 (anonymous reporting where permitted by law) or use the web reporting form:  
[www.tiaaethics.org](http://www.tiaaethics.org)

# Guidelines for reporting misconduct



**Always report** in good faith.



**Cooperate** with any subsequent investigation or other follow-up related to your report.



**Speak up** about any activity that could be harmful to a fellow employee, the brand or the reputation of the Company.



**Report to prevent** or stop unfair or inappropriate behavior such as harassment or abuse.



**Be specific** about the activity you observed or experienced.



**Be clear** about the problem or risk presented by the activity when reporting a concern.



**Maintain** your integrity.



Use **discretion**.



If helpful, **seek guidance** from a trusted partner, such as your HR Business Partner or the HR Consulting Group, Compliance Officer, Internal Investigations or your manager. If you are subject to the Advisers Act, report possible noncompliance to your Compliance Officer.

# Helpline directory

**The TIAA Ethics Helpline has dedicated telephone numbers in the countries as indicated below:**

India	000-800-0501-964
United Kingdom	0800-069-8160
United States	1-877-774-6492

For all other countries in the chart below, Call Center representatives of Convercent and My Safe Workplace will greet you. Please be prepared to provide your employer name so that your report is routed appropriately.

## Ethics Helpline international numbers

### Argentina

0800-333-0095

### Australia

1-800-763-983

### Austria

0800-281119

### Brazil\*

0-800-892-2299

### Canada

1-800-235-6302

### Chile

800-914-012

### China

400-120-3062

### Colombia\*

01-800-5189703  
(Bogota – local) 13816523

### Denmark

8082-0058

### Finland

0800-07-635

### France

0805-080339

### Germany

0800-181-2396

### Hong Kong

800-906-069

### Iceland

800-4256

### Ireland

1-800-904-177

### Italy

800-727-406

\*Anonymous reporting not permitted.

# Helpline directory (cont'd)

**Japan**

0800-170-5621

**Korea, Republic of**

080-808-0574

**Luxembourg**

0-800-27-311

**Netherlands\***

0-800-022-0441

**Norway**

800-62-492

**Panama**

800-2066

**Philippines**

2-86263049

**Poland**

00-800-141-0213

**Romania\***

0-800-360-228

**Singapore**

800-852-3912

**Spain\***

900-905460

**Sweden**

020-889-823

**Switzerland**

0800-838-835

**Taiwan**

00801-14-7064

**United Arab Emirates**

8000-3570-3169

**Uruguay**

000-401-912-22

\*Anonymous reporting not permitted.

# Appendix

## **Our obligations as a U.S. government contractor**

Our Company has special obligations regarding fair employment practices and is subject to regulatory oversight of our hiring and workplace policies.

We are committed to providing equal opportunity in all of our employment practices, including hiring, promotion, transfer and compensation of all applicants and employees without regard to race, color, sex, sexual orientation, gender identity, religion, age, marital status, national origin, disability, citizenship status, veteran status, genetic information or any other “protected category” set by applicable law.

In addition to respecting protected categories, we are respectful and considerate of every individual in the conduct of our business, regardless of differences in belief systems, styles, experiences, perspectives and other things that shape their uniqueness.

## **Non-U.S. operations**

As the Company expands its operations internationally, the management principles established in the Code will apply absent potential conflicts with applicable laws in other jurisdictions. These conflicts may involve applicable laws of two or more countries or this Code and applicable non-U.S. laws. If such a circumstance presents, please consult with Legal, Risk and Compliance for guidance on how to resolve that conflict properly.

## **At-will employment**

The Code and Guidelines are not intended to, and do not, create an employment contract (or other contractual obligation) of any kind with any Company employee. Unless otherwise provided by written agreement with your employer, your employment is “at-will,” meaning that either you or your employer may end employment without notice for any reason or no reason at all. Further, nothing herein constitutes conditions of employment or should be construed as express or implied contractual commitments by the Company.

## **Respect for your rights**

Nothing in this Code or any Company policy shall, or shall be construed to, limit any employee’s right, if any, to discuss the terms and conditions of employment or to engage in protected concerted activity as defined by law (such as in Section 7 of the U.S. National Labor Relations Act). In addition, neither this Code nor any Company policy shall be construed to prohibit you from filing a complaint or communicating, reporting or assisting in the reporting or investigation of possible violations of federal, state or local law or regulations to any governmental agency or self-regulatory organization, or making other disclosures that reasonably may be protected under whistleblower or other provisions of any applicable federal, state or local law or regulation. Prior authorization of, or notice to, the TIAA family of companies is not required to make any such reports or disclosures. However, the organization wants employees to share such concerns, anonymously (in countries where permitted by law) if desired, by contacting the Ethics Helpline without fear of retaliation. Phone numbers for the Ethics Helpline can be found in the *Helpline Directory* section of this Code.



<sup>1</sup> For associates outside the United States, use the email addresses provided for Employee Relations, Internal Investigations and Global Security as the listed telephone numbers may not be appropriate. For associates in India, use **Grievance@in.tiaa.org** for Employee Relations and **DL\_SecurityHelpdeskGodrejOne@tiaa.org** for Global Security. In some countries, international regulators provide confidential hotlines of which staff must be made aware at their workplace. Telephone instructions for the Ethics Helpline for international associates can be found in the TIAA Code of Business Conduct on pages 18 and 19.

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BUILT TO PERFORM.

CREATED TO SERVE.

## CERTIFICATIONS

I, Christine E. Dugan, certify that:

1. I have reviewed this annual report on Form 10-K of the TIAA Real Estate Account;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 9, 2023

/s/ Christine E. Dugan

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Christine E. Dugan  
Executive Vice President and Product General  
Manager –Institutional Lifetime Income, Teachers  
Insurance and Annuity Association of America  
(Principal Executive Officer)



I, Christopher Baraks, certify that:

1. I have reviewed this annual report on Form 10-K of the TIAA Real Estate Account;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the consolidated financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 9, 2023

/s/ Christopher Baraks

Christopher Baraks

Senior Vice President, Chief Accounting Officer and Corporate  
Controller of Teachers Insurance and Annuity Association of  
America

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Teachers Insurance and Annuity Association of America, do hereby certify, to such officer's knowledge, that:

The annual report on Form 10-K of the TIAA Real Estate Account (the "Account") for the year ended December 31, 2022 (the "Form 10-K") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Account.

March 9, 2023

/s/ Christine E. Dugan

Christine E. Dugan

Executive Vice President and Product General Manager  
—Institutional Lifetime Income, Teachers Insurance and  
Annuity Association of America  
(Principal Executive Officer)

March 9, 2023

/s/ Christopher Baraks

Christopher Baraks

Senior Vice President, Chief Accounting Officer and  
Corporate Controller of Teachers Insurance and  
Annuity Association of America  
(Principal Financial and Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to the TIAA Real Estate Account and will be retained by the Account and furnished to the Securities and Exchange Commission or its staff upon request.