SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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FILER

TIAA SEPARATE ACCOUNT VA-3
CIK:**1364783**| IRS No.: **131624203** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **485BPOS** | Act: **33** | File No.: **333-134820** | Film No.: **162027129**

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TIAA SEPARATE ACCOUNT VA-3
CIK:**1364783**| IRS No.: **131624203** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **485BPOS** | Act: **40** | File No.: **811-21907** | Film No.: **162027130**

Mailing Address
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As filed with the Securities and Exchange Commission on December 1, 2016
Registration File Nos. 333-134820 and 811-21907

U.S. SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM N-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933 ☐

Pre-Effective Amendment No. ☐

Post-Effective Amendment No. 12 ☒

and/or

REGISTRATION STATEMENT

UNDER

THE INVESTMENT COMPANY ACT OF 1940 ☐

Amendment No. 13 ☒

(Check appropriate box or boxes.)

TIAA Separate Account VA-3

(Exact Name of Registrant)

Teachers Insurance and
Annuity Association of America
(Name of Insurance Company)

730 Third Avenue
New York, New York 10017
(Address of Insurance Company' s Principal Executive Offices)

Insurance Company' s Telephone Number, Including Area Code: (212) 490-9000

Name and Address of Agent for Service:

Rachel D. Mendelson, Esquire
Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, New York 10017

Copy to:

Stephen E. Roth, Esquire
Sutherland Asbill & Brennan LLP
700 Sixth Street, N.W., Suite 700
Washington, DC 20001-3980

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It is proposed that this filing will become effective (check appropriate box)

☐ immediately upon filing pursuant to paragraph (b) of Rule 485
☒ on December 1, 2016, pursuant to paragraph (b) of Rule 485
☐ 60 days after filing pursuant to paragraph (a)(1) of Rule 485
☐ on (date) pursuant to paragraph (a)(1) of Rule 485

If appropriate, check the following box:

☐ This post-effective amendment designates a new effective date for a previously filed post-effective amendment.

Title of Securities Being Registered: Interests in a separate account funding variable annuity contracts.

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TIAA Separate Account VA-3

Teachers Insurance and Annuity Association of America

SUPPLEMENT NO. 1
dated December 1, 2016
to the Prospectus Level 1 dated May 1, 2016

This supplement amends certain disclosure in the prospectus for the TIAA Access individual and group variable annuity contracts. Please keep this supplement with your prospectus for future reference.

1. The following Funds are added as underlying investments for investment accounts available under the terms of your contract. You may only invest in those investment accounts available under the terms of your employer' s plan.

Fund	Investment Advisor	Investment Objective / Benchmark
American Beacon Holland Large Cap Growth Fund (Institutional Shares)	American Beacon Advisers, Inc.	The Fund primarily seeks long-term growth of capital. The receipt of dividend income is a secondary consideration.
Ariel Appreciation Fund (Institutional Class)	Ariel Investments, LLC	The Fund seeks long-term capital appreciation.
Champlain Mid Cap Fund (Institutional Shares)	Champlain Investment Partners, LLC	The Fund seeks capital appreciation.
Delaware Emerging Markets Fund (Class R6)	Delaware Management Company	The Fund seeks long-term capital appreciation.
JP Morgan Small Cap Value Fund (Class R6)	J.P. Morgan Investment Management Inc.	The Fund seeks long-term capital growth primarily by investing in equity securities of small-capitalization companies.
Lazard International Equity Portfolio (R6 Shares)	Lazard Asset Management LLC	The Fund seeks long-term capital appreciation.
Lord Abbett High Yield Fund (Class R6)	Lord, Abbett & Co. LLC	The Fund seeks a high current income and the opportunity for capital appreciation to produce a high total return.
MFS Mid Cap Value Fund (Class R5)	Massachusetts Financial Services Company	The Fund seeks capital appreciation.
Nationwide Geneva Small Cap Growth Fund (Institutional Class)	Nationwide Fund Advisors	The Fund seeks long-term capital appreciation.
Parnassus Fund (Institutional Shares)	Parnassus Investments	The Fund seeks long-term capital appreciation.
Templeton Global Bond Fund (Class R6)	Franklin Advisors, Inc.	The Fund seeks current income with capital appreciation and growth of income.

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Fund	Investment Advisor	Investment Objective / Benchmark
T. Rowe Price QM U.S. Small-Cap Growth Equity Fund	T. Rowe Price Associates, Inc.	The Fund seeks long-term growth of capital by investing primarily in common stocks of small growth companies.
Vanguard 500 Index Fund (Admiral Shares)	The Vanguard Group, Inc.	The Fund seeks to track the performance of a benchmark index that measures the investment return of large-capitalization stocks. The Fund primarily invests its assets in securities selected to track the S&P 500 Index.
Vanguard Equity Income Fund (Admiral Shares)	Wellington Management Company, LLP and The Vanguard Group, Inc.	The Fund seeks to provide an above-average level of current income and reasonable long-term capital appreciation.
Vanguard Extended Market Index Fund (Admiral Shares)	The Vanguard Group, Inc.	The Fund seeks to track the performance of a benchmark index that measures the investment return of small- and mid-capitalization stocks. The Fund primarily invests its assets in securities selected to track the S&P Completion Index.
Vanguard Total Bond Market Index Fund (Admiral Shares)	The Vanguard Group, Inc.	The Fund seeks to track the performance of a broad, market-weighted bond index. The Fund primarily invests its assets in securities selected to track the Bloomberg Barclays U.S. Aggregate Float Adjusted Index.

2. The Range of Total Annual Fund Operating Expenses is updated to reflect a Net Annual Fund Operating Expenses minimum of 0.05% and a maximum of 1.32%.

3. The Total Annual Fund Operating Expense By Fund table is updated with the following information about the Funds listed above.

TOTAL ANNUAL FUND OPERATING EXPENSES BY FUND

	Management (investment advisory) Fees	12b-1 Fees	Other Expenses	Acquired Fund Fees and Expenses	Total Annual Fund Operating Expenses	Expense Reimburse-ments/ Waivers	Net Annual Fund Operating Expenses
American Beacon Holland Large Cap Growth Fund (Institutional Shares)	0.45%	–	0.43%	0.01%	0.89%	–	0.90%
Ariel Appreciation Fund (Institutional Class)	0.69%	–	0.10%	–	0.79%	–	0.79%
Champlain Mid Cap Fund (Institutional Shares)	0.73%	–	0.23%	–	0.96%	0.01%	0.95%
Delaware Emerging Markets Fund (Class R6)	1.18%	–	0.17%	–	1.35%	0.03%	1.32%
JP Morgan Small Cap Value Fund (Class R6)	0.65%	–	0.12%	0.01%	0.78%	0.01%	0.77%
Lazard International Equity Portfolio (R6 Shares)	0.75%	–	0.17%	–	0.92%	0.12%	0.80%
Lord Abbett High Yield Fund (Class R6)	0.54%	–	0.14%	–	0.68%	–	0.68%
MFS Mid Cap Value Fund (Class R6)	0.72%	–	0.06%	–	0.78%	0.01%	0.77%
Nationwide Geneva Small Cap Growth Fund (Institutional Class)	0.84%	–	0.15%	–	0.99%	–	0.99%
Parnassus Fund (Institutional Shares)	0.62%	–	0.08%	–	0.70%	–	0.70%

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	Management (investment advisory) Fees	12b-1 Fees	Other Expenses	Acquired Fund Fees and Expenses	Total Annual Fund Operating Expenses	Expense Reimburse-ments/ Waivers	Net Annual Fund Operating Expenses
T. Rowe Price QM U.S. Small-Cap Growth Equity Fund	0.64%	–	0.18%	–	0.82%	–	0.82%
Templeton Global Bond Fund (Class R6)	0.48%	–	0.04%	0.01%	0.53%	0.02%	0.51%
Vanguard 500 Index Fund (Admiral Shares)	0.04%	–	0.01%	–	0.05%	–	0.05%
Vanguard Equity Income Fund (Admiral Shares)	0.16%	–	0.01%	–	0.17%	–	0.17%
Vanguard Extended Market Index Fund (Admiral Shares)	0.08%	–	0.01%	–	0.09%	–	0.09%
Vanguard Total Bond Market Index Fund (Admiral Shares)	0.05%	–	0.01%	–	0.06%	–	0.06%

† The most recently ended fiscal year for the American Beacon Holland Large Cap Growth Fund is December 31, 2015; most recently ended fiscal year for the Ariel Appreciation Fund is September 30, 2016; most recently ended fiscal year for the Champlain Mid Cap Fund is November 30, 2016 (the expenses reflected in the table are for the fiscal year ended November 30, 2015); most recently ended fiscal year for the Delaware Emerging Markets Fund is November 30, 2016 (the expenses reflected in the table are for the fiscal year ended November 30, 2015); most recently ended fiscal year for the JP Morgan Small Cap Value Fund is June 30, 2016; most recently ended fiscal year for the Lazard International Equity Portfolio is December 31, 2015; most recently ended fiscal year for the Lord Abbett High Yield Fund is November 30, 2016 (the expenses reflected in the table are for the fiscal year ended November 30, 2015); most recently ended fiscal year for the MFS Mid Cap Value Fund is September 30, 2016; most recently ended fiscal year for the Nationwide Geneva Small Cap Growth Fund is October 31, 2016 (the expenses reflected in the table are for fiscal year ended October 31, 2015); most recently ended fiscal year for the Parnassus Fund is December 31, 2015; most recently ended fiscal year for the T. Rowe Price QM U.S. Small-Cap Growth Equity Fund is December 31, 2015; most recently ended fiscal year for the Templeton Global Bond Fund is September 30, 2016; most recently ended fiscal year for the Vanguard 500 Index Fund is December 31, 2015; most recently ended fiscal year for the Vanguard Equity Income Fund is September 30, 2016; most recently ended fiscal year for the Vanguard Extended Market Index Fund is December 31, 2015; most recently ended fiscal year for the Vanguard Total Bond Market Index Fund is December 31, 2015. More information concerning each fund' s fees and expenses is contained in the prospectus for the fund.

4. The Market timing/excessive trading policy section is updated to include Delaware Emerging Markets Fund, Lazard International Equity Portfolio, and Templeton Global Bond Fund in the list of portfolios where the risk of pricing inefficiencies can be particularly acute for portfolios invested primarily in foreign securities.

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5. New share classes of the following Vanguard Funds will be available on January 20, 2017 as underlying investments for investment accounts available under the terms of your contract. You may only invest in those investment accounts available under the terms of your employer' s plan.

Fund	Old Share Class	New Share Class
Vanguard Emerging Markets Stock Index Fund	Admiral Shares	Institutional Shares
Vanguard Explorer Fund	Investor Shares	Admiral Shares
Vanguard Intermediate-Term Treasury Fund	Investor Shares	Admiral Shares
Vanguard Small-Cap Value Index Fund	Investor Shares	Institutional Shares
Vanguard Wellington Fund	Investor Shares	Admiral Shares

A15659 (12/16)

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TIAA Separate Account VA-3

Teachers Insurance and Annuity Association of America

SUPPLEMENT NO. 1
dated December 1, 2016
to the Prospectus Levels 2, 3, 4 dated May 1, 2016

This supplement amends certain disclosure in the prospectus for the TIAA Access individual and group variable annuity contracts. Please keep this supplement with your prospectus for future reference.

New share classes of the following Vanguard Funds will be available on January 20, 2017 as underlying investments for investment accounts available under the terms of your contract. You may only invest in those investment accounts available under the terms of your employer' s plan.

Fund	Old Share Class	New Share Class
Vanguard Emerging Markets Stock Index Fund	Admiral Shares	Institutional Shares
Vanguard Explorer Fund	Investor Shares	Admiral Shares
Vanguard Intermediate-Term Treasury Fund	Investor Shares	Admiral Shares
Vanguard Small-Cap Value Index Fund	Investor Shares	Institutional Shares
Vanguard Wellington Fund	Investor Shares	Admiral Shares

A15660 (12/16)

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Part A and Part B of Post-Effective Amendment No. 11 to the Registration Statement (File Nos. 333-134820, 811-21907), which was filed with the Securities and Exchange Commission on April 25, 2016, are incorporated by reference into this Post-Effective Amendment No. 12 to the Registration Statement.

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Part C − OTHER INFORMATION

Item 24. Financial Statements and Exhibits

(a) Financial statements

Part A: None

Part B: Includes all required financial statements of TIAA Separate Account VA-3 and Teachers Insurance and Annuity Association of America

(b) Exhibits:

(1)(a) Resolutions of the Board of Trustees of Teachers Insurance and Annuity Association of America establishing the Registrant (Incorporated by reference to Registrant' s Pre-Effective Amendment No. 1 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed September 29, 2006.)

(b) Amended Resolutions of the Board of Trustees of Teachers Insurance and Annuity Association of America establishing the Registrant (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(c) Amended Resolutions of the Board of Trustees of Teachers Insurance and Annuity Association of America establishing the Registrant (Incorporated by reference to Registrant' s Post-Effective Amendment No. 6 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 22, 2011.)

(2) None

(3) Form of Distribution Agreement (Incorporated by reference to Registrant' s Initial Registration Statement on Form N-4, Registration No. 333-134820 Filed June 7, 2006.)

(4) (A) RA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Initial Registration Statement on Form N-4, Registration No. 333-134820 Filed June 7, 2006.)

(A.1) Amended and Restated RA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(B) SRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Initial Registration Statement on Form N-4, Registration No. 333-134820 Filed June 7, 2006.)

(B.1) Amended and Restated SRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Post- Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(C) GRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Initial Registration Statement on Form N-4, Registration No. 333-134820 Filed June 7, 2006.)

(C.1) Amended and Restated GRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(D) GSRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Initial Registration Statement on Form N-4, Registration No. 333-134820 Filed June 7, 2006.)

(D.1) Amended and Restated GSRA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(E) GA Annuity Wrap Endorsement (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(E.1) Group Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

(E.2) Endorsement to Group Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

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(E.3) Endorsement to TIAA Group Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

(F) RC Annuity Wrap Endorsement and Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(G) RCP Annuity Wrap Endorsement and Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(H) Minimum Distribution Annuity Contract Endorsement – Cashable (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

(I) Minimum Distribution Annuity Contract Endorsement – Non-Cashable (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

(J) Separate Account One-Life Annuity Supplemental Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 5 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2010.)

(K) Separate Account Two-Life Annuity Supplemental Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 5 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2010.)

(L) Separate Account Fixed-Period Annuity Supplemental Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 5 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2010.)

(M) Endorsement to TIAA Deferred Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(N) Endorsement to TIAA Group Deferred Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(O) Endorsement to TIAA Retirement Choice Annuity Contract or TIAA Retirement Choice Plus Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(P) Endorsement to TIAA Group Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(Q) Endorsement to TIAA Immediate Annuity Contract Applicable to Minimum Distribution Annuity and Installment Refund Contracts (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(R) Endorsement to TIAA Immediate Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(S) Endorsement to TIAA Deferred Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(T) Endorsement to TIAA Deferred Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(U) Endorsement to TIAA Group Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

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(V) Endorsements to TIAA Deferred Annuity Contract – Minimum Distribution Annuity Election (Incorporated by reference to Registrant' s Post-Effective Amendment No. 9 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2014.)

(W) Supplement to TIAA Retirement Choice Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(X) Supplement to TIAA Retirement Choice Annuity Plus Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(Y) Supplement to TIAA Retirement Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(Z) Supplement to TIAA Supplemental Retirement Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A1) Supplement to TIAA Group Retirement Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A2) Supplement to TIAA Group Supplemental Retirement Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A3) Endorsement to TIAA Retirement Choice Annuity Contract or TIAA Retirement Choice Plus Annuity Contract (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A4) Endorsement to TIAA Retirement Choice Annuity Certificate or TIAA Retirement Choice Plus Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A5) Supplement to TIAA Retirement Choice Annuity Certificate(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A6) Supplement to TIAA Retirement Choice Plus Annuity Certificate(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A7) Supplement to TIAA Retirement Annuity Contract(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A8) Endorsement to TIAA Retirement Choice Annuity Contract or TIAA Retirement Choice Plus Annuity Contract(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A9) Endorsement to TIAA Retirement Choice Annuity Certificate or TIAA Retirement Choice Plus Annuity Certificate(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A10) Endorsement to TIAA Retirement Choice Annuity Certificate or TIAA Retirement Choice Plus Annuity Certificate(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A11) Endorsement to TIAA Retirement Choice Annuity Contract or TIAA Retirement Choice Plus Annuity Contract(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(A12) Endorsement to TIAA Retirement Choice Annuity Contract or TIAA Retirement Choice Plus Annuity Contract(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

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(A13) Endorsement to TIAA Retirement Choice Annuity Certificate or TIAA Retirement Choice Plus Annuity Certificate (Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(5) Form of Application (Incorporated by reference to Registrant' s Post-Effective Amendment No. 2 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed May 1, 2007.)

(6) (A) Restated Charter of Teachers Insurance and Annuity Association of America (as amended) (Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(B) Bylaws of Teachers Insurance and Annuity Association of America (as amended) (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(7) None

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(8) (A) Form of Participation Agreement among Teachers Insurance and Annuity Association of America, TIAA-CREF Institutional Mutual Funds, Teachers Advisors, Inc., and Teachers Personal Investors Services, Inc. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 1 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed December 22, 2006.)

(B) Form of Participation Agreement among Legg Mason Investor Services, LLC, Western Asset Management Company, and Teachers Insurance and Annuity Association of America (Incorporated by reference to Registrant' s Post-Effective Amendment No. 1 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed December 22, 2006.)

(C) Form of Participation Agreement among T. Rowe Price Investment Services, Inc., T. Rowe Price Associates, Inc., and Teachers Insurance and Annuity Association of America (Incorporated by reference to Registrant' s Post- Effective Amendment No. 1 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed December 22, 2006.)

(D) Form of Participation Agreement between Teachers Insurance and Annuity Association of America, TIAA-CREF Individual & Institutional Services, LLC, American Funds Distributors, Inc., American Funds Service Company, and Capital Research and Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 1 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed December 22, 2006.)

(E) Form of Amendment to Participation Agreements re: Rule 22c-2 (Incorporated by reference to Registrant' s Post-Effective Amendment No. 2 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed May 1, 2007.)

(F) Form of Amendment to Participation Agreements re: Rule 22c-2 (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(G) Form of Amendment to Participation Agreements (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(H) Form of Investment Accounting Agreement by and between State Street Bank and Trust Company and Teachers Insurance and Annuity Association of America and TIAA-CREF Life Insurance Company on behalf of the separate account. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(I) Form of Domestic Custody Agreement by and between JPMorgan Chase Bank, N.A. and Teachers Insurance and Annuity Association of America on behalf of the separate account. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 3 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2008.)

(J) Amendment to Participation Agreement among Teachers Insurance and Annuity Association of America, TIAA-CREF Institutional Mutual Funds, and Teachers Personal Investors Services, Inc. re: Rule 22c-2. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 4 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2009.)

(K) Third Amendment to Fund Participation and Service Agreement by and among Teachers Insurance and Annuity Association of America, TIAA-CREF Individual & Institutional Services, LLC, American Funds Distributors, Inc., American Funds Service Company, and Capital Research and Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 5 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2010.)

(L) Amendment to Participation Agreement among Teachers Insurance and Annuity Association of America, TIAA-CREF Institutional Mutual Funds, and Teachers Personal Investors Services, Inc. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 6 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 22, 2011.)

(M) Participation Agreement among Teachers Insurance and Annuity Association of America, DFA Investment Dimensions Group Inc., Dimensional Fund Advisors LP and DFA Securities LLC (Incorporated by reference to Registrant' s Post-Effective Amendment No. 6 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 22, 2011.)

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(N) Participation Agreement by and between Teachers Insurance and Annuity Association of America and Dodge & Cox Funds (Incorporated by reference to Registrant' s Post-Effective Amendment No. 6 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 22, 2011.)

(O) Defined Contribution Clearance & Settlement Agreement by and between The Vanguard Group, Inc., Teachers Insurance and Annuity Association of America and JPMorgan Chase Bank, N.A. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 6 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 22, 2011.)

(P) Amendment to Participation Agreement among Teachers Insurance and Annuity Association of America, TIAA-CREF Institutional Mutual Funds, and Teachers Personal Investors Services, Inc. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(Q) First Amendment to the Defined Contribution Clearance & Settlement Agreement between The Vanguard Group, Inc. and Teachers Insurance and Annuity Association of America (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(R) Amendment to Participation Agreement by and among Teachers Insurance and Annuity Association of America, Legg Mason Investor Services, LLC, and Western Asset Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(S) Amendment to Fund Participation and Service Agreement by and among Teachers Insurance and Annuity Association of America, TIAA-CREF Individual & Institutional Services, LLC, American Funds Distributors, Inc., American Funds Service Company, and Capital Research and Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 7 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 23, 2012.)

(T) Amendment to Fund Participation and Service Agreement among Teachers Insurance and Annuity Association of America, DFA Investment Dimensions Group Inc., Dimensional Fund Advisors LP and DFA Securities LLC (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(U) Amendment to Fund Participation and Service Agreement by and between Teachers Insurance and Annuity Association of America and Dodge & Cox Funds (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(V) Amendment to Participation Agreement among Teachers Insurance and Annuity Association of America, TIAA-CREF Funds, Teachers Advisors, Inc. and Teachers Personal Investors Services, Inc. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(W) Third Amendment to Participation Agreement by and among Teachers Insurance and Annuity Association of America, Legg Mason Investor Services, LLC, and Western Asset Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(X) Fifth Amendment to Fund Participation and Service Agreement by and among Teachers Insurance and Annuity Association of America, TIAA-CREF Individual & Institutional Services, LLC, American Funds Distributors, Inc., American Funds Service Company, and Capital Research and Management Company (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(Y) Amendment to Fund Participation and Service Agreement among T. Rowe Price Investment Services, Inc., T. Rowe Price Associates, Inc., and Teachers Insurance and Annuity Association of America (Incorporated by reference to Registrant' s Post-Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

(Z) Amendment to the Agreement by and among The Vanguard Group, Inc., Teachers Insurance and Annuity Association of America, and JPMorgan Chase Bank, N.A. (Incorporated by reference to Registrant' s Post- Effective Amendment No. 8 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2013.)

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(A1) Amendment to Participation Agreement by and among Teachers Insurance and Annuity Association of America, TIAA-CREF Funds, Teachers Advisors, Inc. and Teachers Personal Investors Services, Inc. (Incorporated by reference to Registrant' s Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 24, 2015.)

(A2) Form of Participation Agreement among American Beacon Advisors, Inc., Foreside Fund Services, LLC, and Teachers Insurance and Annuity Association of America*

(A3) Form of Participation Agreement among Ariel Distributors, LLC and Teachers Insurance and Annuity Association of America*

(A4) Form of Participation Agreement among The Advisors' Inner Circle Fund II, Champlain Investment Partners LLC, SEI Investment Distribution Co., and Teachers Insurance and Annuity Association of America*

(A5) Form of Participation Agreement among Delaware Investments Family of Funds, Delaware Management Company, a series of Delaware Management Business Trust, Delaware Distributors, L.P., and Teachers Insurance and Annuity Association of America*

(A6) Form of Participation Agreement among JPMorgan Trust II, JPMorgan Distribution Services, Inc., and Teachers Insurance and Annuity Association of America*

(A7) Form of Participation Agreement among The Lazard Funds, Inc., Lazard Asset Management LLC, Lazard Asset Management Securities LLC, and Teachers Insurance and Annuity Association of America*

(A8) Form of Participation Agreement among Lord Abbett Investment Trust, Lord Abbett & Co. LLC, Lord Abbett Distributor LLC, and Teachers Insurance and Annuity Association of America*

(A9) Form of Participation Agreement among MFS Series Trust XI, MFS Fund Distributors, Inc. and Teachers Insurance and Annuity Association of America*

(A10) Form of Participation Agreement among Nationwide Mutual Funds, Nationwide Fund Distributors LLC, and Teachers Insurance and Annuity Association of America*

(A11) Form of Participation Agreement among Parnassus Fund, Parnassus Investments, Parnassus Funds Distributor, and Teachers Insurance and Annuity Association of America*

(A12) Form of Participation Agreement among Franklin Templeton Distributors, Inc. and Teachers Insurance and Annuity Association of America*

(A13) Amendment to Fund Participation and Service Agreement among T. Rowe Price Investment Services, Inc., T. Rowe Price Associates, Inc., and Teachers Insurance and Annuity Association of America*

(A14) Amendment to the Agreement by and among The Vanguard Group, Inc., Teachers Insurance and Annuity Association of America, and JPMorgan Chase Bank, N.A.*

(A15) Form of Administrative Services Agreement among Ariel Investment Trust and Teachers Insurance and Annuity Association of America*

(A16) Form of Administrative Services Agreement among Parnassus Investments and Teachers Insurance and Annuity Association of America*

(9) Opinion and consent of Meredith Kornreich, Esquire(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(10) (A) Consent of Sutherland Asbill & Brennan LLP(Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(B) Consents of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm (Incorporated by reference to Registrant' s Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No 333-134820 Filed April 25, 2016.)

(11) None

(12) None

(13) (A) Powers of Attorney (Incorporated by reference to Registrant' s Post-Effective Amendment No. 9 to the Registration Statement Filed April 25, 2014, Post-Effective Amendment No. 10 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 24, 2015, and Post-Effective Amendment No. 11 to the Registration Statement on Form N-4, Registration No. 333-134820 Filed April 25, 2016.)

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* Filed herewith

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Item 25. Directors and Officers of the Depositor

Name and Principal Business Address*	Positions and Offices with Insurance Company
Ronald L. Thompson	Trustee and Chairman
Jeffrey R. Brown	Trustee
James R. Chambers	Trustee
Lisa W. Hess	Trustee
Edward M. Hundert, M.D.	Trustee
Lawrence H. Linden	Trustee
Maureen O' Hara	Trustee
Donald K. Peterson	Trustee
Sidney A. Ribeau	Trustee
Dorothy K. Robinson	Trustee
Kim M. Sharan	Trustee
David L. Shedlarz	Trustee
Marta Tienda	Trustee
Roger W. Ferguson, Jr.	President and Chief Executive Officer and Trustee
Kathie Andrade	Executive Vice President
Scott Blandford	Executive Vice President
Richard S. Biegen	Chief Compliance Officer of the Separate Account
Douglas Chittenden	Executive Vice President
Sue A. Collins	Senior Vice President and Chief Actuary
Carol Deckbar	Executive Vice President
Phillip Goff	Senior Vice President, Corporate Controller
Stephen B. Gruppo	Executive Vice President
Alice Hocking	Executive Vice President
Robert G. Leary	Executive Vice President
Rahul Merchant	Executive Vice President
J. Keith Morgan	Executive Vice President and Chief Legal Officer
Ronald R. Pressman	Executive Vice President
Glenn Richter	Executive Vice President
Phillip Rollock	Senior Managing Director, Corporate Secretary
Otha Spriggs	Executive Vice President
Paul J. Van Heest	Executive Vice President
Constance K. Weaver	Executive Vice President
Virginia M. Wilson	Executive Vice President

* The principal business address for each individual is:
TIAA
730Third Avenue
NewYork, New York 10017-3206

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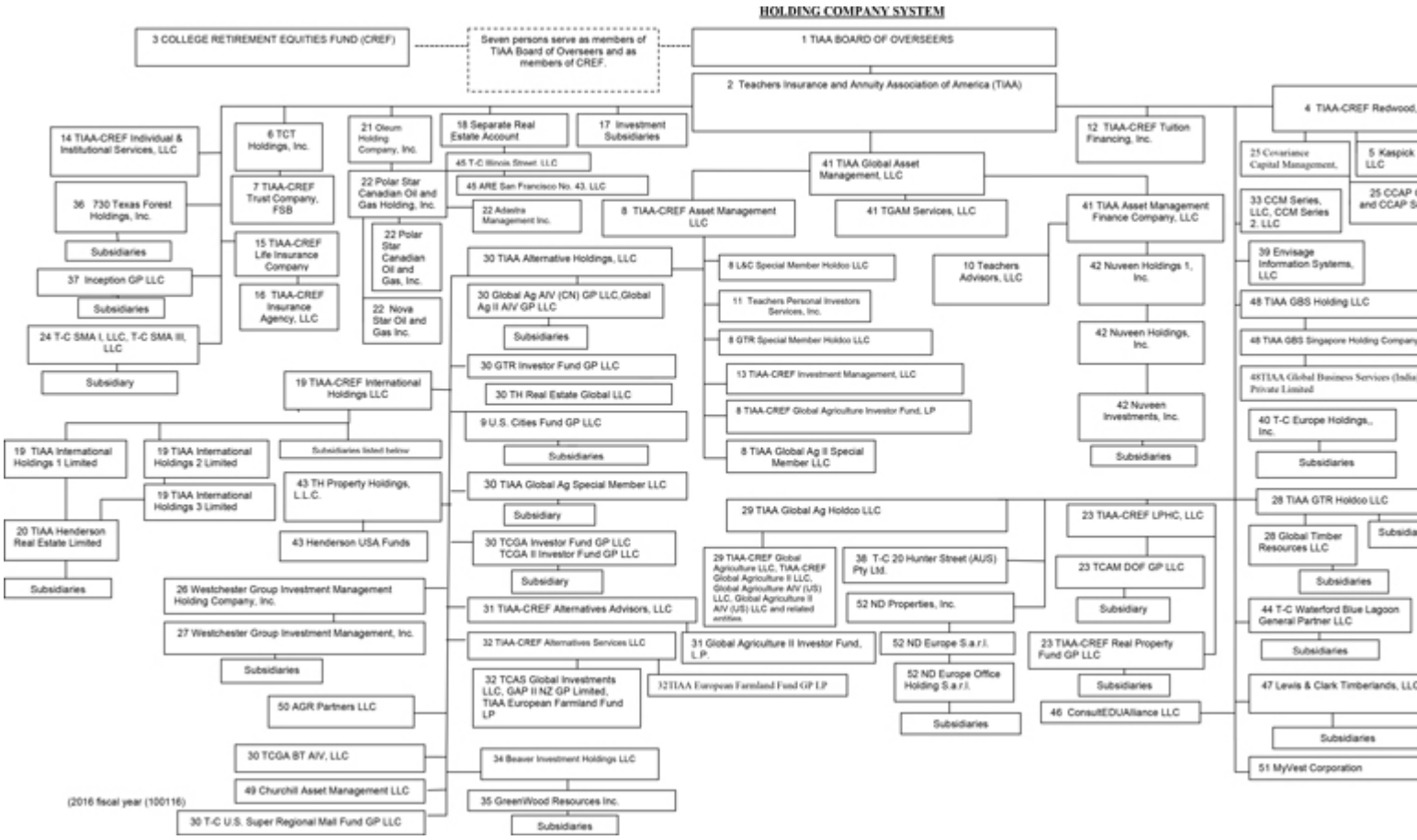
Item 26. Persons Controlled by or under Common Control with the Depositor or Registrant

The following chart indicates subsidiaries of Teachers Insurance and Annuity Association of America. These subsidiaries are included in the consolidated financial statements of Teachers Insurance and Annuity Association of America.

All Teachers Insurance and Annuity Association of America subsidiary companies are Delaware corporations, except as indicated.

EXHIBIT C



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(1) TIAA Board of Overseers is a New York not-for-profit corporation established to further education and other non-profit purposes by holding the stock of TIAA. TIAA' s capital stock, constituting all of its authorized shares of stock, was originally issued to the Carnegie Corporation of New York. The shares were transferred to Trustees of T.I.A.A. Stock, renamed TIAA Board of Overseers, after the enactment of the Laws of 1937, Chapter 880, New York State Law, approved by the Governor on June 3, 1937.

(2) Teachers Insurance and Annuity Association of America ("TIAA") is a New York domiciled life insurance company that issues guaranteed and variable annuities and life insurance for nonprofit and government institutions and their employees. TIAA employs all TIAA entities' staff except for those employed by Adastra Management, Inc., AGR Partners LLC, Churchill Asset Management, LLC, Envisage Information Systems, LLC, GreenWood Resources, Inc. and its subsidiaries, Kaspick & Company, LLC, ND Europe S.a.r.l., Nuveen Investments, Inc. and its subsidiaries, Polar Star Canadian Oil and Gas, Inc., REA Europe S.a.r.l., TCAM Global Australia Pty Ltd, TCAM Global UK Limited, TIAA-CREF Alternatives Services, LLC, TIAA-CREF Trust Company, FSB, TIAA Henderson Real Estate Limited and its subsidiaries, and Westchester Group Investment Management, Inc. and its subsidiaries. The TIAA Board of Overseers elects TIAA' s trustees.

TIAA Separate Account VA-1 ("VA-1") is a separate account registered with the U.S. Securities and Exchange Commission ("SEC") as an open-end management investment company that offers individual, variable, after-tax annuities. VA-1 has only one investment portfolio, the Stock Index Account.

TIAA Real Estate Account VA-2 ("VA-2") is a separate account of TIAA that allows TIAA to offer a variable investment option based on real estate investments for TIAA' s pension annuities.

TIAA Separate Account VA-3 ("VA-3") is registered with the SEC as an investment company under the Investment Company Act of 1940 and operates as a unit investment trust. VA-3 is designed to fund individual and group variable contracts in retirement plans.

TIAA Stable Value Separate Account – 1 (SVSA-1) created to support the obligations of TIAA under a group annuity contract offered to TIAA' s pension customers.

(3) College Retirement Equities Fund is a New York not-for-profit corporation and an SEC registered investment company that issues variable annuity contracts for employees of nonprofit and government institutions. Art. II, Sec. 1 of CREF' s Constitution limits eligibility of the members of CREF to those persons who are members of TIAA Board of Overseers. The trustees of CREF are elected by CREF policyholders.

(4) TIAA-CREF Redwood, LLC was established for the purpose of owning the membership interests in Kaspick & Company, LLC and Covariance Capital Management, Inc.

(5) Kaspick & Company, LLC a registered investment adviser providing investment advice and gift administration services to charitable organizations and other non-profit institutions through investment management and gift administration agreements with charitable organizations, which act as trustees for donors (and their beneficiaries) participating in their planned giving programs.

(6) TCT Holdings, Inc. is organized for the purpose of holding the stock of TIAA-CREF Trust Company, FSB, a federal savings bank.

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(7) TIAA-CREF Trust Company, FSB ("TIAA-FSB") is a federally chartered savings bank that provides individual and institutional asset management and investment advice and retail banking and lending products for its customers. TIAA-FSB provides custodial trustee and administrative services to TIAA for TIAA' s customers. TIAA-FSB provides investment advisory services to TIAA-CREF Individual & Institutional Services, LLC. ("TC Services") as well as a deposit sweep program to TC Services' clients. TIAA-FSB also serves as trustee or custodian for certain TIAA investment funds.

(8) TIAA-CREF Asset Management LLC, formerly, TIAA-CREF Asset Management, Inc. and TIAA-CREF Enterprises, Inc. is organized for the purpose of holding (i) the stock of Teachers Personal Investors Services, Inc. and (ii) the membership interests of GTR Special Member Holdco LLC, L&C Special Member Holdco, LLC, TIAA Alternative Holdings, LLC, TIAA Global Ag II Special Member LLC, TIAA-CREF Global Agriculture Investor Fund, LP and TIAA-CREF Investment Management, LLC.

(9) U.S. Cities Fund GP LLC was established to act as the general partner of U.S. Cities Fund LP, which was organized as an open-end private investment fund which owns an interest in U.S. Cities Fund REIT LLC ("REIT"). The REIT owns membership interests in U.S. Cities Fund Operating GP LLC ("GP"), T-C Coronado LLC and U.S. Cities Fund Operating LP. GP was organized to act as the general partner of U.S. Cities Fund Operating LP, which is an unregistered fund organized as a vehicle for direct real estate investment.

(10) Teachers Advisors, LLC ("TAI") is a registered investment advisor organized for the purpose of providing investment advice and management services to the TIAA Separate Account VA-1, the TIAA-CREF Funds, the TIAA-CREF Life Funds, and other products. It provides investment adviser services for set contractual fees, with the intent of making a profit. TAI provides investment advice and other investment-related services to TIAA-CREF Trust Company, FSB. TAI acts as Manager of TIAA CLO I, Ltd., organized in the Cayman Islands, which acts as a private investment vehicle that will offer debt securities to third party investors.

(11) Teachers Personal Investors Services, Inc. is a registered broker-dealer which distributes registered and unregistered investment products for its affiliated entities.

(12) TIAA-CREF Tuition Financing, Inc. ("TFI") provides program management services on behalf of state entities to qualified tuition programs ("529 Plans") formed pursuant to Section 529 of the Internal Revenue Code ("IRC"). Under Section 529 of the IRC, only states and educational institutions may establish and maintain 529 Plans. TFI, with permission from the states, subcontracts with other entities to perform certain of its program management services.

(13) TIAA-CREF Investment Management, LLC is a registered investment advisor, and provides investment management services for College Retirement Equities Fund.

(14) TIAA-CREF Individual & Institutional Services, LLC ("Services") is a registered broker-dealer and investment advisor, and provides distribution and related services for College Retirement Equities Fund, TIAA Real Estate Account and TIAA Separate Account VA-3, distribution services for the TIAA and Nuveen Families of Funds, the TIAA-CREF Life Funds, TIAA-CREF Life Insurance Company' s fixed and variable annuity and variable life products, and third party funds within retirement and savings plans and administrative services to tuition savings products. Services also introduces self-directed brokerage accounts cleared through Pershing, LLC. Services also provides certain broker-dealer, referral and support services to TIAA-FSB.

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(15) TIAA-CREF Life Insurance Company is a New York domiciled life insurance company that issues guaranteed and variable annuities, funding agreements, and life insurance, including variable life insurance, to the general public. TIAA-CREF Life Insurance Company is the sole member of TIAA-CREF Insurance Agency, LLC.

TIAA-CREF Life Separate Account VA-1 is registered with the SEC as a unit investment trust under the Investment Company Act of 1940 and qualifies as a separate account within the meaning of the federal securities laws. TC Life VA-1 offers variable investment options for its after-tax annuities. The Separate Account is divided into Investment Accounts, each of which invests in shares of one portfolio of affiliated and third-party mutual funds;

TIAA-CREF Life Separate Account VLI-1 is registered with the SEC as a unit investment trust under the Investment Company Act of 1940 and qualifies as a separate account within the meaning of the federal securities laws. TC Life VLI-1 is used to provide values and benefits for life insurance policies. The Separate Account is divided into Investment Accounts, each of which invests in shares of one portfolio of affiliated and third-party mutual funds.

TIAA-CREF Life Separate Account VLI-2 is registered with the SEC as a unit investment trust under the Investment Company Act of 1940 and qualifies as a separate account within the meaning of the federal securities laws. TC Life VLI-2 is used to provide values and benefits for life insurance policies. The Separate Account is divided into Investment Accounts, each of which invests in shares of one portfolio of affiliated and third-party mutual funds.

TIAA-CREF Life Separate Account (MVA-1) is a non-unitized separate account that will support a flexible premium deferred fixed annuity contract subject to withdrawal charges and a market value adjustment feature ("MVA Contract"). Since the MVA Contract is viewed as a security under the Securities Act of 1933, TC Life has filed a Registration Statement Form S-1 for TC Life MVA-1 with the SEC.

TIAA-CREF Life Stable Value Separate Account 1, TIAA-CREF Life Stable Value Separate Account 2, and TIAA-CREF Life Stable value Separate Account 3 are each an insulated, non-unitized separate account. The Separate Account will support one or more book value separate account agreements, group annuity contracts, guaranteed investment contracts or similar contracts (each a "Contract"). The Contract is intended to be issued in connection with pooled investment funds, stable value funds, retirement and other employee welfare, pension or college savings plans with a stable value investment option, and Qualified Trusts.

(16) TIAA-CREF Insurance Agency, LLC is a licensed life insurance agent offering insurance services and products.

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(17) Investment Subsidiaries:

The following corporations, trusts, and limited liability companies ("LLCs") were organized by TIAA to hold real estate, mortgage, and securities investments for the General Account. Some may no longer hold any assets. All issued and outstanding stock of the corporations, trusts, and membership interests in the LLCs are owned, directly or indirectly, by TIAA.

Entity Name	Domestic Jurisdiction
1000 Waterford Operating LP	**DE**
485 Properties, LLC	**DE**
5200 Waterford Operating LP	**DE**
5201-5301 Waterford Operating LP	**DE**
701-703 Waterford Operating LP	**DE**
730 Carroll, LLC	**DE**
730 Catsolar, LLC	**DE**
730 Cricket, LLC	**DE**
730 Orion, LLC	**DE**
730 Power Development, LLC	**DE**
730 Telecom LLC	**DE**
730 Texas Timberlands II, Ltd.	**TX**
730 Texas Timberlands, Ltd.	**TX**
8 Spruce Street GA Investor LLC	**DE**

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Actgas, LLC	**DE**
Active Extension Fund I, LLC	**DE**
Active Extension Fund III, LLC	**DE**
Actoil Bakken, LLC	**DE**
Actoil Colorado, LLC	**DE**
Actoil Utica, LLC	**DE**
Actoil, LLC	**DE**
AGR Agricultural Investments LLC	**DE**
Almond Processors, LLC	**DE**
Alta Loma Vineyard LLC	**CA**
Arroyo Loma, LLC	**DE**
Boca 10 A & B LLC	**DE**
Boca 10 C & D LLC	**DE**
Boca 11 A LLC	**DE**
Boca 54 Land Associates LLC	**DE**
Boca 54 North LLC	**DE**
Bridge View Land, LLC	**CA**

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Broadleaf Timberland Investments, LLC	**DE**
CCM Series 2, LLC	**DE**
CCM Series, LLC	**DE**
Ceres Agricultural Properties, LLC	**DE**
Chalk Ridge Vineyard, LLC	**CA**
Churchill MMSLF Funding 1, LLC	**DE**
Churchill MMSLF Funding 2, LLC	**DE**
Clarendon Virginia IV, LLC	**DE**
CPPIB-TIAA U.S. Real Property Fund, L.P.	**DE**
C-T REIT LLC	**DE**
C-T Shenandoah LLC	**DE**
Demeter Agricultural Properties II, LLC	**DE**
Demeter Agricultural Properties, LLC	**DE**
Dionysus Properties, LLC	**DE**
Global AG II FFI LLC	**DE**
Global AG II US Corp.	**DE**
Global AG Properties II USA LLC	**DE**

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Global AG Properties USA LLC	**DE**
Global AG US Corp.	**DE**
Global Agriculture AIV (US) LLC	**DE**
Global Agriculture II AIV (US) LLC	**DE**
Global Agriculture II AIV, LP	**DE**
Global Timber International, LLC	**DE**
Global Timber SA LLC	**DE**
Growth Capital Fund I, L.P.	**DE**
GTR Special Member Holdco LLC	**DE**
Hassett Lane Vineyard, LLC	**CA**
Hobson Avenue Vineyard, LLC	**CA**
I 595 Toll Road, LLC	**DE**
IAI USA Fund II, LLC	**DE**
IAI USA, LLC	**DE**
Inception Partners III, LP	**DE**
Inception Partners IV, LP	**DE**
Inception Partners V, LP	**DE**

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Infra Alpha LLC	**DE**
International Agricultural Investors Fund II, LLC	**DE**
International Agricultural Investors, LLC	**DE**
JWL Properties, Inc.	**DE**
L&C Special Member Holdco, LLC	**DE**
L&C Tree Farms, LLC	**DE**
L&C TRS LLC	**DE**
Loma del Rio Vineyards LLC	**DE**
Loma Verde, LLC	**DE**
Marsino Vineyard, LLC	**CA**
ND 70SMA LLC	**DE**
ND Festival Place LLC	**DE**
ND Properties, Inc.	**DE**
Oak Knoll Napa Vineyards, LLC	**CA**
Occator Agricultural Properties, LLC	**DE**
Pennmuni-TIAA U.S. Real Estate Fund, LLC	**DE**
Premiere Agricultural Properties, LLC	**DE**

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Premiere Columbia Properties, LLC	**DE**
Premiere Farm Properties, LLC	**DE**
Quercus Forestland Account, LLC	**NC**
Quercus Panama LLC	**DE**
Quercus West Virginia LLC	**DE**
Renewable Timber Resources LLC	**DE**
Rodgers Creek Vineyard LLC	**CA**
Silverado Gonzales Vineyards, LLC	**CA**
Silverado Los Alamos Vineyards, LLC	**CA**
Silverado Monterey Vineyards, LLC	**CA**
Silverado Premium Properties, LLC	**DE**
Silverado SLO Vineyards, LLC	**CA**
Silverado Sonoma Vineyards, LLC	**CA**
Silverado Suscol, LLC	**CA**
Silverado Sweetwater Vineyards, LLC	**CA**
Silverado Winegrowers Holdings, LLC	**DE**
Silverado WineGrowers, LLC	**CA**

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Social Infra, LLC	**DE**
SPP Napa Vineyards, LLC	**DE**
Stage Gulch Ridge Vineyard, LLC	**CA**
Stanly Ranch Vineyards, LLC	**CA**
Sugarloaf East Vineyard, LLC	**DE**
Sugarloaf Vineyard, LLC	**DE**
Suscol Mountain Vineyards, LLC	**CA**
SWG Delta Vineyards, LLC	**CA**
SWG Paso Vineyards, LLC	**CA**
T-C 101 Miller Street Holding Company LLC	**DE**
T-C 101 Miller Street LLC	**DE**
T-C 1101 Pennsylvania Avenue LLC	**DE**
T-C 1101 Pennsylvania Avenue Owner LLC	**DE**
T-C 1101 Pennsylvania Avenue Venture LLC	**DE**
T-C 1608 Chestnut General Partner LLC	**DE**
T-C 1608 Chestnut Limited Partner LLC	**DE**
T-C 2 Herald Square Member LLC	**DE**

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T-C 2 Herald Square Owner LLC	**DE**
T-C 2 Herald Square Venture LLC	**DE**
T-C 20 Hunter Street (US) LLC	**DE**
T-C 2300 Broadway LLC	**DE**
T-C 33 Arch Street LLC	**DE**
T-C 33 Arch Street Member LLC	**DE**
T-C 33 Arch Street Venture LLC	**DE**
T-C 3333 Wisconsin Avenue, LLC	**DE**
T-C 40 Broad Street LLC	**DE**
T-C 400 Montgomery, LLC	**DE**
T-C 470 Park Avenue South Member LLC	**DE**
T-C 470 Park Avenue South Owner LLC	**DE**
T-C 470 Park Avenue South Venture LLC	**DE**
T-C 475 Fifth Avenue LLC	**DE**
T-C 475 Fifth Avenue Member LLC	**DE**
T-C 475 Fifth Avenue Venture LLC	**DE**
T-C 51 Sleeper Street LLC	**DE**

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T-C 526 Route 46 LLC	**DE**
T-C 636 Sixth Avenue Retail LLC	**DE**
T-C 680 Belleville LLC	**DE**
T-C 685 Third Avenue Member LLC	**DE**
T-C 699 Bourke Street LLC	**DE**
T-C 77 Central LLC	**DE**
T-C 800 17th Street NW Member LLC	**DE**
T-C 800 17th Street NW Owner LLC	**DE**
T-C 800 17th Street NW Venture LLC	**DE**
T-C 888 Brannan Member LLC	**DE**
T-C 888 Brannan Owner LLC	**DE**
T-C 888 Brannan TRS LLC	**DE**
T-C 888 Brannan Venture LLC	**DE**
T-C 919 N. Michigan Avenue Retail LLC	**DE**
T-C Aspira LLC	**DE**
T-C Australia RE Holdings I, LLC	**DE**
T-C Australia RE Holdings II, LLC	**DE**

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T-C Barton Springs LLC	**DE**
T-C Century Plaza LLC	**DE**
T-C Copley, LLC	**DE**
T-C Coronado LLC	**DE**
T-C Cypress Park West LLC	**DE**
T-C Des Peres Corners LLC	**DE**
T-C Ellington, LLC	**DE**
T-C Fairway Center II LLC	**DE**
T-C Falls Center Townhouses LLC	**DE**
T-C Fort Point Creative Exchange LLC	**DE**
T-C Franklin Square Member LLC	**DE**
T-C Franklin Square Venture LLC	**DE**
T-C GA Real Estate Holdings LLC	**DE**
T-C Hall of States Member LLC	**DE**
T-C Hall Of States Owner LLC	**DE**
T-C Hall Of States Venture LLC	**DE**
T-C H-T REIT LLC	**DE**

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T-C H-T Venture LLC	**DE**
T-C HV Member LLC	**DE**
T-C Illinois Street, LLC	**DE**
T-C JK I LLC	**DE**
T-C JK II LLC	**DE**
T-C King Street Station LLC	**DE**
T-C Kings Crossing LLC	**DE**
T-C Legacy Place Member LLC	**DE**
T-C Lux Fund Holdings LLC	**DE**
T-C Mt. Ommaney Centre Holding Company LLC	**DE**
T-C Mt. Ommaney Centre LLC	**DE**
T-C Newbury Common LLC	**DE**
T-C Ocean Air LLC	**DE**
T-C Park 19 LLC	**DE**
T-C Pearl Reit 2 LLC	**DE**
T-C Port Northwest Development LLC	**DE**
T-C Potomac Promenade LLC	**DE**

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T-C RDC, LLC	**DE**
T-C Republic Square Member LLC	**DE**
T-C Republic Square Mezzanine LLC	**DE**
T-C Republic Square Owner LLC	**DE**
T-C Republic Square Reit LLC	**DE**
T-C Republic Square Venture LLC	**DE**
T-C Roosevelt Square LLC	**DE**
T-C Savier Street Flats LLC	**DE**
T-C SBMC Joint Venture LLC	**DE**
T-C Scripps Ranch LLC	**DE**
T-C Shoppes At Monarch Lakes LLC	**DE**
T-C SMA 2, LLC	**DE**
T-C State House On Congress Apartments LLC	**DE**
T-C Stonecrest LLC	**DE**
T-C The Edge At Flagler Village LLC	**DE**
T-C Trio Apartments LLC	**DE**
T-C UK RE Holdings I, LLC	**DE**

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T-C UK RE Holdings II, LLC	**DE**
T-C UK RE Holdings III, LLC	**DE**
T-C Uptown Apartments, LLC	**DE**
T-C Waterford Blue Lagoon LLC	**DE**
TCAM Core Property Fund REIT 2 LLC	**DE**
TCPC Associates, LLC	**DE**
Teachers Mayflower, LLC	**DE**
Terra Ventosa Vineyards, LLC	**CA**
TGA Japan Holdings, LLC	**DE**
The Flats 130 DC Residential LLC	**DE**
The Flats 140 DC Residential LLC	**DE**
The Flats DC Grocery LLC	**DE**
The Flats Holding Company LLC	**DE**
The Plata Wine Partners Trust	**CA**
THRE Global Investments LLC	**DE**
TIAA 485 Boca 54 LLC	**DE**
TIAA 485 Clarendon, LLC	**DE**

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TIAA CMBS I, LLC	**DE**
TIAA Diamond Investor, LLC	**DE**
TIAA Diversified Public Investments, LLC	**DE**
TIAA Franklin Square, LLC	**DE**
TIAA Gemini Office, LLC	**DE**
TIAA Global AG II Special Member LLC	**DE**
TIAA Global AG Special Member LLC	**DE**
TIAA Global Equity Income, LLC	**DE**
TIAA Global Public Investments, LLC	**DE**
TIAA Infrastructure Investments, LLC	**DE**
TIAA Oil And Gas Investments, LLC	**DE**
TIAA Park Evanston, LLC	**DE**
TIAA Realty, LLC	**DE**
TIAA SF One, LLC	**DE**
TIAA SMA Strategies LLC	**DE**
TIAA Stafford-Harrison LLC	**DE**
TIAA Super Regional Mall Member Sub LLC	**DE**

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TIAA SynGas, LLC	**DE**
TIAA Timberlands I, LLC	**DE**
TIAA Timberlands II, LLC	**DE**
TIAA Union Place Phase I, LLC	**DE**
TIAA Wind Investments LLC	**DE**
TIAA-CPPIB Commercial Mortgage Company REIT LLC	**DE**
TIAA-CPPIB Commercial Mortgage Company, L.P.	**DE**
TIAA-Stonepeak Investments I, LLC	**DE**
TIAA-Stonepeak Investments II, LLC	**DE**
T-Investment Properties Corp.	**DE**
True Oak Napa Vineyard, LLC	**DE**
U.S. Cities Fund Operating LP	**DE**
U.S. Cities Fund REIT LLC	**DE**
U.S. Cities Retail Fund Operating LP	**DE**
U.S. Cities Retail Fund REIT LLC	**DE**
Union Place Phase I, LLC	**DE**
W R C Properties, LLC	**DE**

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Waterford Blue Lagoon Reit LP	**DE**
Waterford Core Operating LP	**DE**
Westland At Waterford Operating LP	**DE**
Westland At Waterford Reit LP	**DE**

The following INTERNATIONAL entities were organized by TIAA to hold investments for the General Account and Separate Accounts. All issued and outstanding stock is owned indirectly by TIAA.

Entity Name	Domestic Jurisdiction
154 rue de l' Université	**France**
36 rue La Fayette	**France**
70 St Mary Axe Unit Trust	**Jersey**
A-30 Canadian Transport Inc.	**QC, Canada**
Abford House Unit Trust	**Jersey**
Adeoti Empreendimentos Imobiliários Ltda	**Brazil**
BCIMC (TCGA II) Investment Trust	**Canada**
Brusno Maszyny Sp. z.o.o.	**Poland**
Brusno Resort Spolka Z Organiczona Odpowiedzialnoscia w Organizacji	**Poland**

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Bruyeres I SAS	**France**
Bruyeres II SAS	**France**
CD (TCGA II) Investment Trust	**BC, Canada**
Cityhold Nymphe S.à r.l	**Luxembourg**
Cityhold Participations S.à r.l	**Luxembourg**
Cityhold Peak Participations S.à r.l	**Luxembourg**
Cityhold Peak S.à r.l	**Luxembourg**
Cityhold Propco 10 S.à r.l	**Luxembourg**
Cityhold Propco 11 S.à r.l	**Luxembourg**
Cityhold Propco 12 S.à r.l	**Luxembourg**
Cityhold Propco 6 S.à r.l	**Luxembourg**
Cityhold Propco 7 S.à r.l	**Luxembourg**
Cityhold Propco 9 S.à r.l	**Luxembourg**
Cityhold UK Investment S.à r.l	**Luxembourg**
CLOF Victoria Nominee 1 Limited	**United Kingdom**

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CLOF Victoria Nominee 2 Limited	**United Kingdom**
Courcelles 70	**France**
Cranston Investments SP. z.o.o.	**Poland**
Easley Investments SP. z.o.o.	**Poland**
Eko Topola Sp. z o.o.	**Poland**
Erlangen Arcaden GmbH & Co. KG	**Germany**
Erlangen Arcaden Verwaltungs GmbH	**Germany**
EURL Olympe	**France**
EURL Servin	**France**
Forestal GTR Chile Limitada	**Chile**
Forestal Monterrey Colombia SAS	**Colombia**
Forestal y Agricola Silvoligna Chile Limitada	**Chile**
Global Timber Spain, S.L.	**Spain**
Gropius KG	**Germany**
Gropius Passagen Verwaltungs GmbH	**Germany**

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Gropius S.a.r.l.	**Luxembourg**
HV Freehold S.à r.l	**Luxembourg**
HV Properties S.à r.l	**Luxembourg**
IAI Australia Fund II Trust	**Australia**
IAI Australia Trust	**Australia**
IPOPEMA 87 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych	**Poland**
Ipopema 95 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych ("FIZAN")	**Poland**
KS Freehold S.à r.l	**Luxembourg**
KS Leasehold S.à r.l	**Luxembourg**
London Belgrave Unit Trust	**Jersey**
Mandala Food Co-Investment Holdings II SPV	**Mauritius**
Mansilla Participacoes Ltda	**Brazil**
Monterrey Forestal GWR SAS	**Colombia**
ND Europe S.a.r.l.	**Luxembourg**
Neptune Annopol SP Zo.o.	**Poland**

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Neptune Holding Spain, S.L.	**Spain**
Neptune Krakow SP Z .O.O.	**Poland**
Neptune OPCI	**France**
Neptune Polish Property Venture BV	**Netherlands**
Neptune Property Venture S.à r.l.	**Luxembourg**
Neptune Roppenheim 1 S.à r.l.	**Luxembourg**
Neptune Roppenheim 2 S.à r.l.	**Luxembourg**
Neptune Roppenheim Holding S.à r.l	**Luxembourg**
New Fetter Lane Unit Trust	**Jersey**
Nightingale LuxCo S.à r.l.	**Luxembourg**
Norteshopping Centro Comercial S.A. Portuguese SA	**Portugal**
Norteshopping Retail & Leisure B.V.	**Netherlands**
Olympe (Holding)	**France**
Paddington Central III Unit Trust	**Jersey**
Promcat Alternativa, S.L.	**Spain**

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Quercus Algoma Corporation	**Canada**
Quercus Algoma Land Corporation	**Canada**
Roosevelt Participation S.à r.l	**Luxembourg**
Roppenheim Holding SAS	**France**
Roppenheim Outlet SNC	**France**
Rue de L' Universite 154	**France**
SARL Des Brateaux	**France**
SARL Servin (Holding)	**France**
SAS Malachite	**France**
SAS Roosevelt	**France**
SNC Garnet-TIAA	**France**
SNC La Défense	**France**
SNC Lazuli	**France**
SNC Péridot	**France**
SNC Roosevelt	**France**

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Sweden Nova Lund 1 AB	**Sweden**
Sweden Nova Lund 2 AB	**Sweden**
T-C 20 Hunter Street (AUS) Trust	**Australia**
T-C Europe S.à.r.l.	**Luxembourg**
T-C Luxembourg Neptune Holding S.à r.l.	**Luxembourg**
T-C Neptune Holdings S.à r.l.	**Luxembourg**
T-C Neuperlach Development S.a.r.l.	**Luxembourg**
T-C Nordics Investment AB	**Sweden**
T-C PEP Asset S.a.r.l.	**Luxembourg**
T-C PEP Holding S.à r.l	**Luxembourg**
T-C PEP Property S.a.r.l.	**Luxembourg**
Thurrock Retail Park Unit Trust	**Jersey**
TIAA Australia Real Estate Trust	**Australia**
TIAA Lux 11 S.a.r.l.	**Luxembourg**
TIAA Lux 5 S.a.r.l.	**Luxembourg**

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TIAA Lux 8 S.a.r.l.	**Luxembourg**
TIAA Melbourne Retail Asset 1 Trust	**Australia**
TIAA Melbourne Retail Holding 1 Trust	**Australia**
UK PPP Investments LP	**United Kingdom**
Villabe SAS	**France**
Wigg (Holdings) Limited	**United Kingdom**
Wigg Investments Limited	**United Kingdom**

(18) Separate Real Estate Account Subsidiaries:

The following subsidiaries own real estate or hold partnership interests in joint ventures that own commercial real estate for the benefit of the Separate Real Estate Account (VA-2).

Entity Name	Domestic Jurisdiction
Blue Ridge PP Condominium Association, Inc.	CO
BRKLYN NY 250 N 10th Street Owner LLC	DE
Green River PP Condominium Association, Inc.	CO
Light Street Partners, LLP	MD
MDR L&M Apartments, LLC	DE
Mima Investor Member LLC	DE
One Boston Place LLC	DE
One Boston Place Real Estate Investment Trust	MD
Pepper Building Associates LP	PA
Provence 110	France
Red Canyon PP Condominium Association, Inc.	CO
Seneca Industrial Holdings, LLC	DE
T-C 1500 Owens, LLC	DE

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T-C 1619 Walnut Street GP LLC	DE
T-C 200 Milik Street LLC	DE
T-C 200 W 72nd Street LLC	DE
T-C 225 Binney, LLC	DE
T-C 401 West 14th Street Member LLC	DE
T-C 425 Park Avenue LLC	DE
T-C 430 West 15th Street LLC	DE
T-C 4th & Madison LLC	DE
T-C 501 Boylston Street LLC	DE
T-C 55 Second Street, LLC	DE
T-C 701 Brickell LLC	DE
T-C 780 Third Avenue Member LLC	DE
T-C 780 Third Avenue Owner LLC	DE
T-C Ashford Meadows LLC	DE
T-C Ashton Judiciary LLC	DE
T-C Charleston Plaza, LLC	DE
T-C Five Oaks LLC	DE
T-C Forum At Carlsbad LLC	DE
T-C Foundry Square II Member LLC	DE
T-C Foundry Square II Owner LLC	DE
T-C Foundry Square II Venture LLC	DE
T-C Four Oaks General Partner LLC	DE
T-C Four Oaks Place LLC	DE
T-C Legacy At Westwood LLC	DE
T-C Legend At Kierland LLC	DE
T-C Mass Court, LLC	DE
T-C Montecito LLC	DE
T-C Palatine LLC	DE
T-C Palomino Blue Ridge LLC	DE
T-C Palomino Green River LLC	DE
T-C Palomino Red Canyon LLC	DE
T-C Pepper Building GP LLC	DE
T-C Phoenician LLC	DE
T-C REA 400 Fairview Investor LLC	DE
T-C Regents Court LLC	DE
T-C San Montego TX LLC	DE

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T-C Southside At Mcewen Retail LLC	DE
T-C SP, Inc.	DE
T-C The Caruth LLC	DE
T-C The Colorado LLC	DE
T-C The Manor at Flagler Village LLC	DE
T-C The Manor LLC	DE
T-C Tradition At Kierland LLC	DE
T-C Valencia Town Center General Partner LLC	DE
T-C Valencia Town Center Limited Partner LLC	DE
T-C Wisconsin Place Member LLC	DE
T-C Wisconsin Place Owner LLC	DE
TC Rancho Cucamonga LLC	DE
Teachers REA II, LLC	DE
Teachers REA, LLC	DE
The Louis DC Residential LLC	DE
The Woodley DC Residential LLC	DE
TIAA Florida Mall, LLC	DE
TIAA Miami International Mall, LLC	DE
TIAA Separate Account VA-1 (VA-1)	DE
TIAA West Town Mall, LLC	DE
TIAA-CREF Global Separate Real Estate Company LLC	DE
TREA 1401 H, LLC	DE
TREA 32 South State Street LLC	DE
TREA 9625 Town Center, LLC	DE
TREA Campus Pointe 1, LLC	DE
TREA Campus Pointe 2, LLC	DE
TREA Fashion Show Investor Member LLC	DE
TREA Florida Retail, LLC	DE
Trea Greene Crossing LLC	DE
TREA Hub Investor Member LLC	DE
TREA Pacific Center LLC	DE
TREA Pacific Plaza, LLC	DE
TREA Retail Property Portfolio 2006 LLC	DE
TREA Weston, LLC	DE
TREA Wilshire Rodeo, LLC	DE
Walnut Street Retail Investors, L.P.	PA

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(19) TIAA-CREF International Holdings LLC was organized to hold the ownership interests in the following entities : (i) TGAM APAC LLC organized to hold ownership interests in TGAM HK HC LLC; (ii) TGAM Asia LLC organized to hold ownership interests in TGAM HK HC LLC; (iii) TGAM Subsidiary HC LLC and TIAA International Subsidiary HC LLC both organized to hold ownership interests in TGAM APAC LLC, TGAM Asia LLC, TIAA International APAC LLC and TIAA International Asia LLC; (iv) TIAA International APAC LLC organized to hold ownership interests in TGAM HK HC LLC; (v) TIAA International Asia LLC organized to hold ownership interests in TGAM HK HC LLC ; (vi) TIAA International Holdings I Limited, organized in United Kingdom to hold ownership interests in TIAA Henderson Real Estate Limited, (vii) TIAA International Holdings 2 Limited, organized in the United Kingdom to hold the ownership interests in TIAA International Holdings 3 Limited (viii) TIAA Global Asset Management London Limited organized in United Kingdom to distribute financial products to institutional client and (ix) TIAA Global Asset Management Australia Pty Ltd. organized in Australia to provide distribution and marketing services.

(20) TIAA Henderson Real Estate Limited ("THRE Limited") was organized in the United Kingdom, to hold directly or indirectly, the ownership interests in the following entities:

Entity Name	Domestic Jurisdiction	Business Purpose
TH RE Administration Limited	United Kingdom	To provide administrative services and hold the employees of THRE Limited and to serve as the leasing party under TH RE leases.
TH RE Administration US LLC	DE	This entity is dormant.
TH RE AIFM Group Limited	United Kingdom	To act as a holding company for entities regulated under the UK' s Alternative Investment Fund Managers Directive.
TH RE FCACO Limited	United Kingdom	To act as a holding company for entities regulated by the UK' s Financial Conduct Authority and the Markets in Financial Instruments Directive.
TH RE Group Holdings Limited	United Kingdom	To act as a holding company for non-regulated European entities.
TH RE US Holdings LLC	DE	To act as a holding company for US entities.
TH RE US Limited	United Kingdom	To conduct business in the US.
TH Real Estate US LLC	DE	This entity is dormant.

a. TH RE AIFM Group Limited acts as a direct or indirect holding company for various entities regulated in the United Kingdom under the Alternative Investment Fund Managers Directive including:

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Entity Name	Domestic Jurisdiction	Business Purpose
Henderson Asia Pacific Indirect Property Fund Management S.a.r.l.	Luxembourg	To manage real estate funds.
Henderson European Retail Property Fund Management S.a.r.l.	Luxembourg	To manage real estate funds.
Henderson Funds Management (Jersey) Limited	Jersey	To manage real estate funds.
Henderson Funds Management Vanquish (Jersey) Limited	Jersey	To manage real estate funds.
Henderson Funds Management Vanquish II (Jersey) Limited	Jersey	To manage real estate funds.
Henderson Indirect Property Fund (Europe) Management S.a.r.l.	Luxembourg	To manage real estate funds.
Henderson Property Management (Jersey) Limited	Jersey	To act as a property manager.
Henderson Property Management Company (Luxembourg) No 1 S.à r.l	Luxembourg	To manage real estate funds.
Henderson Property UK AIFM Limited	United Kingdom	To act as an asset manager.

b. TH RE FCACO Limited acts as a holding company for various entities regulated by the United Kingdom' s Financial Conduct Authority under the Markets in Financial Instruments Directive including:

Entity Name	Domestic Jurisdiction	Business Purpose
Henderson Real Estate Asset Management Limited	United Kingdom	To manage real estate funds.
Henderson Shopping Centre Verwaltungs GmbH	Germany	To hold real estate and related investments.
TIAA-CREF Asset Management UK Limited	United Kingdom	To provide real estate investment advisory services.
TIAA-CREF Luxembourg S.a.r.l.	Luxembourg	To provide accounting and domiciliary services to certain Luxembourg entities.

c. TH RE Group Holdings Limited was organized to directly or indirectly hold ownership interests or otherwise directly or indirectly control the following entities which were organized to own or manage real estate related investments or act as vehicles for third party investment:

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Entity Name	Domestic Jurisdiction	Business Purpose
Anglo-Sino Henderson Investment Consultancy (Beijing) Co Limited	China	To provide investment consulting services.
AREFM (BVI) Limited	British Virgin Islands	To act as advisor to Asia Property No. 1 Property Fund Limited.
CLOF II (No 1 Nominee) Limited	United Kingdom	To hold real estate investments.
Enhanced Debt Carry (GP) S.a r.l.	Luxembourg	To act as general partner for and provide advisory, management, accounting and administrative services to Enhanced Debt Carry SCSp
European Cities Partnership (GP) S.a.r.l.	Luxembourg	To act as general partner of a limited partnership.
Henderson Administration Services Limited	United Kingdom	To provide administrative services.
Henderson Beteiligung Verwaltungs GmbH	Germany	To manage real estate investments.
Henderson CLOF II (GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson CLOF II (No 1 GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson CLOF II (No 2 GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson CLOF II (No 3 GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson CLOF II Vanquish Limited	Jersey	Entity formed to invest in real estate and related investments.
Henderson CLOF II Partnership LP	United Kingdom	Entity formed to invest in real estate and related investments.
Henderson Global Investors Immobilien Austria GmbH	Austria	To manage real estate investments.
Henderson Global Investors Property (No. 2) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson Joint Ventures Property Funds Management S.a.r.l.	Luxembourg	To manage joint venture.
Henderson Matador LP General Partner Limited	United Kingdom	To act as general partner of a limited partnership.

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Henderson OMP (GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson Property Nominees Limited	United Kingdom	To hold real estate investments.
Henderson Real Estate Singapore Private Limited	Singapore	To act as a real estate investment advisor.
Henderson UK OM (LP1) (GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson UK OM (LP1) Limited	United Kingdom	To hold real estate investments.
Henderson UK OM (LP2) (GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson UK OM (LP2) Limited	United Kingdom	To hold real estate investments.
Henderson UK OM (LP3) (GP) Limited	United Kingdom	To act as general partner of a limited partnership.
Henderson UK OM (LP3) Limited	United Kingdom	To hold real estate investments.
HGI Immobilien GmbH	Germany	To act as a general partner of a limited partnership.
Islazul General Partner S.à.r.l.	Luxembourg	To act as general partner of a limited partnership.
T-C Lux Investments GP S.a r.l.	Luxembourg	To act as general partner of a limited partnership.
T-C Lux Investments Special Limited Partnership	Luxembourg	To hold real estate investments.
TH RE Corporate Secretarial Services Limited	United Kingdom	To provide administrative services.
TH RE Italy S.r.I	Italy	To manage real estate investments.
TH RE Operations Limited	United Kingdom	To enter into Nondisclosure Agreements on behalf of THRE Limited.
TH Real Estate (Australia) Limited	Australia	To provide real estate advisory and management services.
TH Real Estate (France) SAS	France	To provide real estate advisory services.
TH Real Estate Limited	United Kingdom	Established to safeguard the name.
TH Real Estate PELV GP S.à r.l	Luxembourg	To act as general partner of the PELV fund.
TIAA Henderson Investment Consulting (Shanghai) Co. Ltd.	China	To provide investment consulting services in China.

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TIAA Henderson Real Estate Enhanced Debt (GP) S.à.r.l.	Luxembourg	To act as general partner of a limited partnership.
Enhanced Debt Holding S.à r.l.	Luxembourg	To hold investments as part of the Enhanced Debt Carry SCSp investment fund.
Enhanced Debt Holding S.à r.l.	Luxembourg	To hold investments as part of the Enhanced Debt Carry SCSp investment fund.
Enhanced Debt Lending Limited	United Kingdom	To hold investments as part of the Enhanced Debt Carry SCSp investment fund.
PELV France Holdings S.à r.l	Luxembourg	To hold real estate investments.
PELV OPCI SAS	France	To hold real estate investments.
PELV France (SCI)	France	To hold real estate investments.
PELV Villabé (SCI)	France	To hold real estate investments.
PELV Bruyères (SCI)	France	To hold real estate investments.
PELV Amiens (SCI)	France	To hold real estate investments.
PELV Lagny (SCI)	France	To hold real estate investments.
PELV Germany Holdings S.à r.l	Luxembourg	To hold real estate investments.
PELV Holdings S.à r.l	Luxembourg	To hold real estate investments.
PELV Spain Holdings S. L. (Spain)	Spain	To hold real estate investments.
PELV Alovera S. L. (Spain)	Spain	To hold real estate investments.
PELV BV (Netherlands)	Netherlands	To hold real estate investments.
PELV CV (Netherlands)	Netherlands	To hold real estate investments.
CLOF II Vanquish Limited	Jersey	To hold real estate investments.
Vanquish Properties (UK) Limited Partnership	United Kingdom	To hold real estate investments.
Vanquish Properties GP Limited	Jersey	To act as general partner of a limited partnership.
Vanquish Properties GP Nominee 1 Limited	Jersey	To hold real estate investments.
Vanquish Properties GP Nominee 2 Limited	Jersey	To hold real estate investments.
Vanquish Properties LP Limited	Jersey	To hold an entity that acts as the general partner of a limited partnership.
Henderson UK Outlet Mall Partnership LP	United Kingdom	To hold real estate investments.

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d. Additionally, real estate asset management business, certain entities within the THRE Limited group act as managers, general partners, asset managers or in other similar roles for other entities within the THRE Limited group pursuant to services agreements, the organizational documents governing such THRE Limited group entities, asset management agreements and other similar agreements.

(21) Oleum Holding Company, Inc. was organized to own the shares of Polar Star Canadian Oil and Gas Holding, Inc., a Canadian entity.

(22) Polar Star Canadian Oil and Gas Holding, Inc. was organized in Canada to hold the ownership interests in the following entities each organized in Canada: (i) Polar Star Canadian Oil and Gas, Inc. which is engaged in oil and gas exploration and production; (ii) Adastra Management, Inc., the manager of Polar Star Canadian Oil and Gas, Inc. and (iii) Nova Star Oil and Gas Inc. which owns and manages oil and gas assets.

(23) TIAA-CREF LPHC, LLC, was organized to hold the membership interests in (i) TCAM DOF GP LLC, TIAA-CREF Real Property Fund LP and (ii) TIAA-CREF Real Property Fund GP, LLC.

TCAM DOF GP LLC was organized to act as the general partner of TIAA-CREF Asset Management Distressed Opportunities Fund, L.P., a closed-end private investment fund which will primarily invest in pooled investment vehicles with distressed debt or distressed equity strategies and will issue limited partnership interests to investors.

TIAA-CREF Real Property Fund GP, LLC was organized to act as the general partner of TIAA-CREF Real Property Fund LP, which was organized to act as the member of TIAA-CREF Real Property Fund REIT, LLC which was organized to own real estate.

(24) T-C SMA I, LLC was organized to act as the general partner of CPPIB-TIAA U.S. Real Property Fund, L.P, which acts as a member of C-T REIT LLC, which acts as member of C-T Shenandoah which was organized to own real estate. T-C SMA III, LLC was organized to act as the general partner of TIAA-CPPIB Commercial Mortgage Company, L.P., which acts as a member of TIAA-CPPIB Commercial Mortgage Company REIT LLC which was organized to originate and manage mortgage loans secured by real estate.

(25) Covariance Capital Management, Inc. was organized to (i) act as an investment adviser to mid-size endowments and foundations and (ii) own the membership interests in CCAP GP, LLC, which in turn acts as the general partner of CCAP Fund 3, L.P. a Cayman Islands limited partnership, CCAP Fund 6 – 2015, L.P., CCAP Fund 6-2016, L.P., CCAP Fund 8 – 2015, L.P.,CCAP Fund 8-2016, L.P., CCAP Fund 8-2017, L.P., CCAP Fund EF, LP, CCAP Fund EIP, L.P., CCAP Fund F1, L.P., CCAP Fund GE, L.P., CCAP Fund HFD (Cayman), Ltd. organized in the Cayman Islands, CCAP Fund HFND (Cayman), Ltd. organized in the Cayman Islands, CCAP Fund MRA, L.P., CCAP Fund MRA (Cayman), Ltd. organized in the Cayman Islands, CCAP Fund PDS, L.P., CCAP Fund PDS (Cayman), Ltd. organized in the Cayman Islands, each organized to hold investments.

(26) Westchester Group Investment Management Holding Company, Inc. was organized to own shares in Westchester Group Investment Management, Inc.

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(27) Westchester Group Investment Management, Inc. was organized to operate an agricultural asset management business. Westchester Group Investment Management, Inc. holds the ownership interests in the following entities which hold interests in agricultural-related investments: (i) Westchester Group Asset Management, Inc., an Illinois corporation, (ii) Westchester Group Farm Management, Inc., an Illinois corporation, (iii) Westchester Group Real Estate, Inc., an Illinois corporation, (iv) Terra Land Company, an Illinois corporation, (v) The Plata Wine Partners Trust, a California trust, (vi) Westchester Group of Europe Limited, organized in the United Kingdom to hold the ownership interests in Westchester Group of Poland sp.z o.o., (vii) Westchester Group of Australia Pty Ltd., organized in Australia, (viii) Premiere Agricultural Management International LLC; (ix) Westchester Group South America Gestao De Investimentos Ltda. organized in Brazil; and (ix) International Agricultural Management, LLC. Premiere Agricultural Management International LLC acts as the manager of International Agricultural Investors Fund II, LLC, which holds the ownership interests in IAI Australia Fund II Pty, Ltd. and IAI Australia Fund II Trust, each organized in Australia and IAI USA Fund II, LLC. International Agricultural Management, LLC acts as the manager of International Agricultural Investors, LLC which owns the interests in IAI Australia Pty, Ltd. and IAI Australia Trust, each organized in Australia and IAI USA, LLC which hold agricultural investments.

(28) TIAA GTR Holdco LLC was organized to hold the ownership interest in Global Timber Resources LLC ("GTR"). GTR was organized to act as the managing member of Global Timber SA LLC and Global Timber International, LLC and to hold the ownership interests in GT Europe Cooperatief U.A. organized in the Netherlands. GT Europe Cooperatief U.A. was organized to hold ownership interests in Global Timber NL, B.V. organized in the Netherlands and GTR Brasil Participacoes Ltda. organized in Brasil. Global Timber NL, B.V. was organized to hold ownership interests in GTR Brasil Participacoes Ltda. GTR Brasil Participacoes Ltda. was organized to hold ownership interests in Brasilwood Reflorestamento S.A. organized in Brazil to hold timber related investments. Global Timber International, LLC was organized to hold ownership interests in the following entities organized to hold alternative investments: Brusno Maszny Sp. Zoo organized in Poland, Ipopema 95 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych organized in Poland, Global Timber Spain, S.L. organized in Spain and GT Europe Cooperatief U.A. organized in the Netherlands.

(29) TIAA Global Ag Holdco LLC was organized to hold the ownership interest in TIAA-CREF Global Agriculture LLC, TIAA-CREF Global Agriculture II LLC, Global Agriculture AIV (US) LLC and Global Agriculture II AIV (US) LLC which hold agricultural investments.

(30) TIAA Alternative Holdings, LLC ("TAH") was organized to hold ownership interests in the following entities: (i) AGR Partners LLC organized to manage agricultural investments, (ii) Beaver Investment Holdings LLC which was organized to hold ownership interests in GreenWood Resources, Inc., (iii) Global Ag AIV (CN) GP LLC organized to act as a general partner of Global Agriculture AIV (CN), LP, (iv) Global Ag II AIV GP LLC organized to act as a general partner of Global Agriculture II AIV, LP, (v) GTR Investor Fund GP LLC organized to act as the general partner of Global Timber Resources Investor Fund LP, (vi) U.S. Cities Fund GP LLC organized to act as a general partner of TIAA-CREF Asset Management Core Property Fund LP,(vii) TCGA BT AIV, LLC organized to act as the trustee of BCIMC (TCGA) Investment Trust organized in British Columbia, Canada, (viii) TCGA Investor Fund GP LLC organized to act as the general partner of TIAA-CREF Global Agriculture Investor Fund, LP, (ix) TCGA II Investor Fund GP LLC, which acts as the general partner of Global Agriculture II Investor Fund, LP, (x) TH Property Holdings, L.L.C., (xi) TH Real Estate Global LLC organized to act as a holding company; (xii) TIAA Global Ag Special Member LLC organized to act as a special member of Global Agriculture AIV LLC and Global Agriculture AIV (US) LLC, (xiii) TIAA-CREF Alternatives Advisors, LLC, (xiv) TIAA-CREF Alternatives Services, LLC, (xv) TIAA-CREF International Holdings LLC, (xvi)Westchester Group Investment Management Holding Company, Inc. , (xvii) Churchill Asset Management LLC and (xviii) T-C U.S. Super Regional Mall Fund GP LLC organized to act as a general partner of T-C U.S. Super Regional Mall Fund LP organized as a real estate investment fund.

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(31) TIAA-CREF Alternatives Advisors, LLC was organized to advise on alternative investments and hold ownership interests in Global Agriculture II Investor Fund, LP.

(32) TIAA-CREF Alternatives Services, LLC was organized (i) to hold ownership interests in (a) TCAS Global Investments LLC, which was organized to enter into contracts on behalf of certain other TIAA subsidiaries; (b) GAP II NZ GP Limited organized in New Zealand to act as a general partner of Global Ag Properties II New Zealand Limited Partnership organized in New Zealand to hold agricultural investments; (c) TIAA European Farmland Fund GP LP organized in the Cayman Islands to act as the general partner of TIAA European Farmland Fund LP organized in the Cayman Islands to hold ownership interests in TEFF Holding Sarl organized in Luxembourg to hold ownership interests in TEFF Investments BV organized in the Netherlands to hold ownership interests in legal entities which will hold alternative investments ; (ii) to provide administrative services for alternative investments and (iii) to serve as a general partner or a parent to general partner entities engaged in the sponsorship of unregistered real estate and real asset related pooled investment vehicles.

(33) CCM Series, LLC and CCM Series 2, LLC were organized to hold investments.

(34) Beaver Investment Holdings, LLC was organized to hold ownership interests in GreenWood Resources, Inc.

(35) GreenWood Resources, Inc. ("GWR") is an advisor and manager of timber-related investments. GWR holds the ownership interest in the following entities: (i) GreenWood Resources Capital Management, LLC, a registered investment advisor; (ii) GWR-GTFF Investment LLC, the limited partner of GreenWood Tree Farm Fund, LP; (iii) GTFF GP, LLC; (iv) GWR International Limited , organized in the United Kingdom to hold the ownership interests in (a) GWR China Ltd. organized in the British Virgin Islands to hold the ownership interests in (1) GreenWood Resources China Ltd. organized in Hong Kong to hold the ownership interests in GreenWood Resources Beijing Forestry Co. organized in China; (b) GWR Europe Ltd. organized in the United Kingdom to hold the ownership interest in GreenWood Resources Poland sp z.o.o. organized in Poland.; (c) GWR SA, Ltd. organized in the British Virgin Islands to hold the ownership interest in GreenWood Resources Chile SA organized in Chile; (v) Greenwood Resources Brasil, Ltda. organized in Brazil to provide property management services; (vi) GWR Property Management International, LLC organized to hold ownership interests in Greenwood Resources Brasil, Ltda. organized in Brazil; and (vii) Monterrey Forestal GWR SAS organized in Colombia.

(36) 730 Texas Forest Holdings, Inc. acts as general partner of the following entities organized in Texas, all of which own alternative investments:730 Texas Timberlands, Ltd. and 730 Texas Timberlands II, Ltd.

(37) Inception GP LLC acts as general partner of the following entities, all of which own interests in real estate funds: Inception Partners III, L.P., Inception Partners IV, L.P., Inception Partners V, L.P.

(38) T-C 20 Hunter Street (AUS) Pty Ltd. was organized in Australia to act as the trustee of T-C 20 Hunter Street (AUS) Trust organized in Australia.

(39) Envisage Information Systems, LLC was organized in New York and is a software development company.

(40) T-C Europe Holdings, Inc. was organized to act as the general partner of T-C Europe, LP organized to hold investments.

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(41) TIAA Global Asset Management, LLC was organized to hold the ownership interests in (i) TGAM Services, LLC organized to act as the employer entity for all TGAM employees and to enter into commercial relationships pertaining to the provisions of shared services, TIAA-CREF Asset Management LLC and (ii) TIAA Asset Management Finance Company, LLC, which was organized to hold the ownership interests in Nuveen Holdings I, Inc. and Teachers Advisors, LLC.

(42) Nuveen Holdings I, Inc. was organized to hold the ownership interests in Nuveen Holdings, Inc.' s whose principal business operation is to hold Nuveen Investments, Inc. ("Nuveen" and together with its affiliates, the "Nuveen Group"). Nuveen directly or indirectly holds ownership interests in or otherwise controls the following entities:

Gresham Investment Management LLC ("GIM"), a U.S. Securities and Exchange Commission registered investment adviser, U.S. Commodity Futures Trading Commission registered commodity pool operator and U.S. Commodity Futures Trading Commission registered commodity trading advisor, and Gresham Asset Management LLC ("GAM" and together with GIM, "Gresham") whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts, including the following investment vehicle subsidiaries, which are private funds formed to act as a vehicle for third party investors where the investments of such vehicle are managed by a Nuveen Group entity: The Gresham EJ Master Fund, Ltd., The ETAP Master Fund, Ltd., The Gresham G+ Master Fund, Ltd., The TAP WP Master Fund, Ltd., The Tap Master Fund Ltd., The Gresham A+ Master Fund, Ltd., The ETAP Fund, Ltd., The Gresham G+ Fund, Ltd., The Gresham A+ Fund, Ltd., The Gresham EJ Fund, Ltd., The Gresham Gold Plus Fund, Ltd., The TAP Fund, Ltd., The Onshore Gresham A+ Fund, LLC, The Strategic Commodities Fund II LLC, The ETAP Fund, LLC, The Gresham A+ Fund LLC, The Gresham DJF CommodityBuilder Fund, LLC, The Gresham G+ Fund, LLC, The Gresham Gold Plus Fund, LLC, The Gresham MTAP Commodity Builder Fund, LLC, The Onshore ETAP Fund, L.L.C., The Strategic Commodities Fund LLC, The TAP CommodityBuilder Fund, L.L.C., The Tap Fund, LLC, The TAP WP Fund, LLC, The Strategic Commodities Master Fund, Ltd., Strategic Commodities Fund, Ltd. Gresham also provides services to the following investment vehicle subsidiary, which is an umbrella fund with segregated liability between sub-funds, established as a designated investment company under the laws of Ireland and formed to act as a vehicle for third party investors: Gresham Qualifying Investor Funds plc. The principal business operation of Gresham Investment Management Asia Pte. Ltd., which is a wholly owned subsidiary of GIM, is to provide sales and marketing services with respect to the investment advisory and management services offered by Gresham.

Tradewinds Global Investors, LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts. Tradewinds Global Investors, LLC provides services to the following investment vehicle subsidiary, which is a private fund formed to act as a vehicle for third party investors where the investments of such vehicle are managed by a Nuveen Group entity: The Tradewinds Institutional Investment Trust. The principal business operation of Nuveen Tradewinds Holdings, LLC is to hold Tradewinds Global Investors, LLC.

NWQ Investment Management Company, LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts. Nuveen NWQ Holdings, LLC' s principal business operation is to hold NWQ Partners, LLC. The principal business operation of NWQ Partners, LLC is to hold NWQ Investment Management Company, LLC.

Santa Barbara Asset Management, LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts.

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Winslow Capital Management, LLC ("WCM"), a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts. The principal business operation of Growth Capital GP I, LLC, which is a wholly owned subsidiary of WCM, is to provide management services to collective investment vehicles sponsored by the Nuveen Group (which currently facilitates primarily investments by Teachers Insurance and Annuity Association of America), including Growth Capital Fund I, L.P., which is a private fund formed to act as a vehicle for third party investors (but which currently facilitates primarily investments by Teachers Insurance and Annuity Association of America) where the investments of such vehicle are managed by a Nuveen Group entity. The principal business operation of Nuveen WCM Holdings, LLC is to hold WCM.

Symphony Asset Management LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts, including each of the following investment vehicle subsidiaries, which are private funds formed to act as a vehicle for third party investors where the investments of such vehicle are managed by a Nuveen Group entity: Bravura 99 Fund, L.P., Overture 7 Fund, L.P., Rhapsody Fund, L.P., Symphony CLO Holdings, L.P., Symphony Convertible Arbitrage Master Fund, L.P., Symphony Convertible Bond Fund, L.P., Symphony Event Driven Opportunities Fund, L.P., Symphony Event Driven Opportunities Master Fund, L.P., Symphony Long Short Credit Fund, L.P., Symphony Senior Loan Fund, L.P., Symphony Small Cap Core Fund, L.P., Symphony Long Short Credit Unit Trust, SSF-1 LLC, Symphony Credit Opportunities Fund L.P., Symphony Corporate Arbitrage and Relative Value Fund, L.P., Symphony Customized Solution Fund R, L.P., Symphony Customized Solution Fund S, L.P., Montgomery Street CLO Debt Fund LLC, Arpeggio Fund and Symphony Specialty Finance LLC.

Nuveen Investments Canada Co.' s principal business operation is to provide sales and marketing services with respect to the investment advisory and management services offered by its affiliates.

Nuveen Investments Advisers, LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts.

Nuveen Global Investments Ltd. ("Nuveen Global"), U.K. FCA Registered Exempt CAD Firm, whose principal business operation is to provide sales and marketing services with respect to the investment advisory and management services offered by its affiliates. The principal business operation of Nuveen Global Investments Holdings, LLC is to hold Nuveen Global.

Various members of the Nuveen Group provide services to Nuveen Global Investors Fund PLC, which is an umbrella fund with segregated liability between sub-funds, established as an open-ended investment company with variable capital organized under the laws of Ireland and formed to act as a vehicle for third party investors.

Nuveen Asset Management, LLC, a U.S. Securities and Exchange Commission registered investment adviser, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts, including each of the following investment vehicle subsidiaries, which are private funds formed to act as a vehicle for third party investors where the investments of such vehicle are managed by a Nuveen Group entity: Core Plus Bond Fund, LLC and Municipal Cash Portfolio LLC.

Nuveen Commodities Asset Management, LLC, a U.S. Commodity Futures Trading Commission registered commodity pool operator, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments), including each of the following investment vehicle subsidiaries, which are exchange-traded commodity pools formed to act as a vehicle for third party investors where the investments of such vehicle are managed by a Nuveen Group entity: Nuveen Long/Short Commodity Total Return Fund and Nuveen Diversified Commodity Fund.

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Nuveen Investments Holdings, Inc. whose principal business operation is to provide the shared service platform for all members of the Nuveen Group. This shared service platform includes administrative and operational services for Nuveen Investments Holdings, Inc. and the other members of the Nuveen Group.

Nuveen Fund Advisors, LLC, a U.S. Securities and Exchange Commission registered investment adviser and U.S. Commodity Futures Trading Commission registered commodity pool operator, whose principal business operation is to provide investment management services to Nuveen Group-sponsored investment vehicles (which facilitate primarily third party investments) and other third parties via collective investment vehicles and segregated investment accounts.

Nuveen Securities, LLC, a U.S. Securities and Exchange Commission registered broker-dealer and Financial Industry Regulatory Authority member, whose principal business operation is to act as a broker-dealer that distributes and/or underwrites Nuveen Group-sponsored investment vehicles and facilitates certain trades made by the Nuveen Group' s investment managers on behalf of their clients.

Nuveen Investment Solutions, Inc. is inactive.

(43) TH Property Holdings, LLC was organized to own directly or indirectly ownership interests in the following entities organized to own or manage real estate-related investments:

Entity Name	Domestic Jurisdiction
1931 Norman Drive, L.L.C.	DE
BOA Partnership GP, L.L.C.	DE
BOA Partnership, L.P.	TX
Boston Road Manager, LLC	DE
Boston Road, LLC	DE
BV Apartments, L.L.C.	DE
CASA Grande Investments I, LLC	DE
CASA Grande Investments II, LP	IL
CASA III-Ross LLC	DE
CASA IV Acquisition, LLC	DE
CASA IV-Evets I Fund, LLC	DE
CASA Partners III, L.P.	IL
CASA Partners IV, L.P.	DE
CASA Partners V Holdings, L.L.C.	DE
CASA Partners V, LP	DE
CASA Partners VI GP, LLC	DE
CASA Partners VI Holdings, LLC	DE
CASA Partners VI, LP	DE
CASA Partners VII GP, LLC	DE
CASA Partners VII Holdings, LLC	DE
CASA Partners VII, LP	DE
CASA Student Housing Fund GP, LLC	DE
CASA Student Housing Fund Holdings, LLC	DE
CASA Student Housing Fund, LP	DE
CASA VI 50WB, LLC	DE

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Castle-Renaissance Borrower, LLC	MD
Castle-Renaissance, LLC	DE
CGL Banyan Bay, L.P.	DE
CGL Investments, LLC	DE
CGL Los Prados, L.P.	DE
CGL Management, LLC	DE
Chelmsford Commons Manager, LLC	DE
Chelmsford Commons, LLC	DE
Columbia Commons Apartments, L.P.	MD
Columbia Commons Funding, LLC	MD
Country Village Shopping Center, LLC	DE
CVII - Shoreline LLC	DE
CVII - Waterstone LLC	DE
DDR-SAU Retail Fund, L.L.C.	DE
Fordham Glen Apartments, LLC	DE
Forestwood Apartments, LLC	DE
Glenlake Club I, LLC	DE
Global Investors GP II, L.L.C.	DE
Global Investors GP IV, L.L.C.	DE
Global Investors GP, L.L.C.	DE
Innesbrook Apartments, LLC	DE
Madison Dell Ranch Apartments, LLC	DE
Mansion Apartments, LLC	DE
Metro Centre Office Park, L.L.C.	DE
ML CASA II Management, LLC	DE
ML CASA II, L.P.	DE
ML CASA III Management, LLC	DE
ML CASA III, L.P.	DE
ML CASA IV Management, LLC	DE
ML CASA IV, L.P.	DE
ML CASA V Management, LLC	DE
ML CASA V, L.P.	DE
ML CASA VI Management, LLC	DE
ML CASA VI, LP	DE
ML CASA VII Management, LLC	DE
ML CASA VII, LP	DE
MLVI Boca Vista Apartments, LLC	DE
MLVI Martha’ s Vineyard Apartments, LLC	DE
MLVI Park Lake Apartments, LLC	DE
MLVI Paseo Apartments, LLC	DE
MLVI Pointe At Crabtree Apartments, LLC	DE
MLVI Symphony Place Apartments, LLC	DE

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NA Property Fund Holdings, L.L.C.	DE
North American Property Fund, L.P.	DE
Overlook At Woodholme Apartments, LLC	DE
Owings Park Apartments, LLC	DE
Park At City West Apartments, LLC	DE
Park At Winterset Apartments Funding, LLC	DE
Park At Winterset Apartments, LLC	DE
Pelican Cove Apartment Homes, LLC	DE
Pine Tree-SAU Retail Fund, L.L.C.	DE
Prairie Point Complex, L.L.C.	DE
Regency Dell Ranch Apartments, LLC	DE
Renaissance Plaza Castle, LLC	MD
Retail Housing IDF, LLC	DE
Rittenhouse Apartments, LLC	DE
River Oaks Apartments, LLC	DE
Runaway Bay, LLC	DE
San Regis, LLC	DE
Santa Fe Ranch, LLC	DE
SHF-33D North Apts, LLC	DE
SHF-Millennium One Apts, LLC	DE
SHF-The Rocks Apts, LLC	DE
Silverwood Apartments, LLC	DE
Special Account-U, L.P.	DE
Springing Druid, Inc.	DE
Stonegate Complex GP, L.L.C.	DE
Stonegate Complex, L.P.	DE
Sunpointe Cove, LLC	DE
TCAS Global Investments LLC	DE
TH Property Holdings, L.L.C.	DE
The Grove Apartments, LLC	DE
The Lantern Apartments LLC	DE
The Pointe At Chapel Hill Apartments, LLC	DE
Tramonto Apartments LLC	DE
TXCGL Properties, L.P.	DE
Vista Pointe Apartments, LLC	DE
Walk Apartments, LLC	DE
Waterford at The Lakes Apartments, LLC	DE
Waterford Park Apartments, LLC	DE

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(44) T-C Waterford Blue Lagoon General Partner LLC was organized to enter into a joint venture with Waterford Blue Lagoon LP to own and manage real estate and to act as a General Partner of Waterford Blue Lagoon LP, which owns ownership interests in Waterford Blue Lagoon REIT General Partner LLC, Westland at Waterford REIT General Partner LLC and Waterford Core General Partner LLC. Waterford Blue Lagoon REIT General Partner LLC was organized to act as the General Partner of Waterford Blue Lagoon REIT LP. Westland at Waterford REIT General Partner LLC was organized to act as the General Partner of Westland at Waterford REIT LP. 701-703 Waterford General Partner LLC was organized to act as the General Partner of 701-703 Waterford Operating LP. 1000 Waterford General Partner LLC was organized to act as the General Partner of 1000 Waterford Operating LP. 5200 Waterford General Partner LLC was organized to act as the General Partner of 5200 Waterford Operating LP. 5201-5301 General Partner LLC was organized to act as the General Partner of 5201-5301 Waterford Operating LP. Westland at Waterford General Partner LLC was organized to act as the General Partner of Westland at Waterford Operating LP. Waterford Core General Partner LLC was organized to act as the General Partner of Waterford Core Operating LP.

(45) T-C Illinois Street, LLC was organized to hold the ownership interests in ARE-San Francisco No. 43, LLC which was organized to act as a joint venture vehicle for real estate investments.

(46) ConsultEDUAlliance LLC was organized to provide consulting services to higher education institutions.

(47) Lewis & Clark Timberlands, LLC was to hold direct/indirect ownership interests in the following entities which own timber related investments: L&C Log Co, LLC and L&C Tree Farms, LLC,L&C TRS LLC.

(48) TIAA GBS Holding LLC was organized to hold the ownership interests in TIAA GBS Singapore Holding Company Pte. Ltd., organized in Singapore to hold the ownership interests in TIAA Global Business Services (India) Private Limited organized in India to provide certain information technology related services.

(49) Churchill Asset Management LLC was organized to hold the ownership interests in TGAM Churchill Fund GP LLC which was organized to hold the ownership interests in Churchill MMSLF Master, LP, TGAM Churchill Middle Market Senior Loan Fund, LP organized to hold the ownership interests in Churchill MMSLF Funding I, LLC, TGAM Churchill Middle Market Senior Loan Fund Offshore LP. organized in the Cayman Islands to hold the ownership interests in Churchill MMSLF Master, LP. which was organized in the Cayman Islands to hold the ownership interests in Churchill MMSLF Funding 2, LLC.

(50) AGR Partners LLC was organized to hold the ownership interests in TGAM Agribusiness Fund GP LLC which was organized to hold the ownership interests in TGAM Agribusiness Fund-B LP organized in the Cayman Islands to make private equity investments in agribusiness companies for international third party investors.

(51) MyVest Corporation was organized to provide digital financial account management services.

(52) ND Properties, Inc. was organized to hold the ownership interests in ND Europe S.a.r.l. organized in Luxembourg, which was organized to hold the ownership interests in ND Europe Office Holding S.a.r.l. and indirect interests in investments. ND Europe Office Holding S.a.r.l. organized in Luxembourg to hold the ownership interests in the following Luxembourg entities which hold real estate investments: TIAA Lux 8 S.a.r.l, Cityhold Euro S.a.r.l. and Cityhold Office Partnership S.a.r.l. Cityhold Office Partnership S.a.r.l. holds direct/indirect ownership interests in the following entities which hold real estate investments:

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Entity Name	Domestic Jurisdiction
70 St Mary Axe Unit Trust	Jersey
Abford House Unit Trust	Jersey
Cityhold Euro S.à r.l	Luxembourg
Cityhold Nymphe S.à r.l	Luxembourg
Cityhold Office Partnership S.à r.l	Luxembourg
Cityhold Participations S.à r.l	Luxembourg
Cityhold Peak Participations S.à r.l	Luxembourg
Cityhold Peak S.à r.l	Luxembourg
Cityhold Propco 10 S.à r.l	Luxembourg
Cityhold Propco 11 S.à r.l	Luxembourg
Cityhold Propco 12 S.à r.l	Luxembourg
Cityhold Propco 6 S.à r.l	Luxembourg
Cityhold Propco 7 S.à r.l	Luxembourg
Cityhold Propco 9 S.à r.l	Luxembourg

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Entity Name	Domestic Jurisdiction
Cityhold Sterling S.à r.l	Luxembourg
Cityhold UK Holding S.à r.l	Luxembourg
Cityhold UK Investment S.à r.l	Luxembourg
CLOF Victoria Nominee 1 Limited	United Kingdom
CLOF Victoria Nominee 2 Limited	United Kingdom
HV Freehold S.à r.l	Luxembourg
HV Properties S.à r.l	Luxembourg
KS Freehold S.à r.l	Luxembourg
KS Leasehold S.à r.l	Luxembourg
London Belgrave Unit Trust	Jersey
ND Europe Office Holding S.à r.l	Luxembourg
New Fetter Lane Unit Trust	Jersey
Paddington Central III Unit Trust	Jersey
Roosevelt Participation S.à r.l	Luxembourg
SARL 154 rue de l' Université	France

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Entity Name	Domestic Jurisdiction
SAS 36 rue La Fayette	France
SAS Courcelles 70	France
SAS Malachite	France
SAS Roosevelt	France
SAS rue de l' Universite 154	France
SNC Garnet-TIAA	France
SNC La Défense	France
SNC Lazuli	France
SNC Péridot	France
SNC Roosevelt	France
TIAA Lux 8 S.a.r.l.	Luxembourg
TIAA Lux 9 S.a.r.l.	Luxembourg

Unless otherwise indicated, entities referenced herein are domiciled in the State of Delaware

Additional entities, comprised of joint ventures are not individually listed herein. While they technically are controlled by TIAA by virtue of the grant of voting rights to TIAA upon creation of each subsidiary, TIAA does not actively control the day-to-day activities and instead defers to its partners.

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Exhibit A

Entity Name	Owner Name	Ownership %
1000 Waterford General Partner LLC	Waterford Blue Lagoon Reit LP	100
1000 Waterford Operating LP	1000 Waterford General Partner LLC	0
1000 Waterford Operating LP	Waterford Blue Lagoon Reit LP	100
154 rue de l' Université	Rue de L' Universite 154	100
1867 Infrastructure Holdings Inc.	ACS Infrastructure Canada Inc.	49
1867 Infrastructure Holdings Inc.	A-30 Canadian Transport Inc.	51
1931 Norman Drive, L.L.C.	NA Property Fund Holdings, L.L.C.	100
36 rue La Fayette	Cityhold Office Partnership S.à r.l	100
485 Properties, LLC	Teachers Insurance and Annuity Association of America	100
5200 Waterford General Partner LLC	Waterford Blue Lagoon Reit LP	100
5200 Waterford Operating LP	5200 Waterford General Partner LLC	0
5200 Waterford Operating LP	Waterford Blue Lagoon Reit LP	100
5201-5301 Waterford General Partner LLC	Waterford Blue Lagoon Reit LP	100
5201-5301 Waterford Operating LP	5201-5301 Waterford General Partner LLC	0
5201-5301 Waterford Operating LP	Waterford Blue Lagoon Reit LP	100
70 St Mary Axe Unit Trust	Cityhold UK Investment S.à r.l	0.1
70 St Mary Axe Unit Trust	Cityhold UK Holding S.à r.l	99.9
701-703 Waterford General Partner LLC	Waterford Blue Lagoon Reit LP	100
701-703 Waterford Operating LP	701-703 Waterford General Partner LLC	0
701-703 Waterford Operating LP	Waterford Blue Lagoon Reit LP	100
730 Carroll, LLC	730 Power Development, LLC	100

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730 Catsolar, LLC	TIAA SynGas, LLC	100
730 Cricket, LLC	730 Power Development, LLC	100
730 Data Centers, LLC	Teachers Insurance and Annuity Association of America	100
730 Databridge, LLC	730 Data Centers, LLC	100
730 Holdings, LLC	TIAA Board Of Overseers	100
730 Orion, LLC	TIAA SynGas, LLC	100
730 Power Development, LLC	Teachers Insurance and Annuity Association of America	100
730 Telecom LLC	Teachers Insurance and Annuity Association of America	100
730 Texas Forest Holdings, Inc.	Teachers Insurance and Annuity Association of America	100
730 Texas Timberlands II, Ltd.	730 Texas Forest Holdings, Inc.	0.5
730 Texas Timberlands II, Ltd.	Teachers Insurance and Annuity Association of America	99.5
730 Texas Timberlands, Ltd.	730 Texas Forest Holdings, Inc.	0.5
730 Texas Timberlands, Ltd.	TIAA Timberlands I, LLC	99.5
730 Westlands, LLC	730 Power Development, LLC	100
8 Spruce Street GA Investor LLC	T-C GA Real Estate Holdings LLC	100
A-30 Canadian Transport Inc.	TIAA Infrastructure Investments, LLC	100
Abford House Unit Trust	Cityhold Participations S.à r.l	5
Abford House Unit Trust	Cityhold Peak S.à r.l	95
Actgas, LLC	TIAA Oil And Gas Investments, LLC	100
Active Extension Fund I, LLC	Teachers Insurance and Annuity Association of America	100
Active Extension Fund III, LLC	Teachers Insurance and Annuity Association of America	100
Actoil Bakken, LLC	TIAA Oil And Gas Investments, LLC	100

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Actoil Colorado, LLC	TIAA Oil And Gas Investments, LLC	100
Actoil Utica, LLC	TIAA Oil And Gas Investments, LLC	100
Actoil, LLC	TIAA Oil And Gas Investments, LLC	100
Adastra Management Inc.	Darrin Foster	15
Adastra Management Inc.	Evelyn Burnett	15
Adastra Management Inc.	Karl Rumpf	15
Adastra Management Inc.	Kevin Orriss	15
Adastra Management Inc.	Polar Star Canadian Oil and Gas Holding, Inc.	40
Adeoti Empreendimentos Imobiliários Ltda	T-C JK II LLC	49
Adeoti Empreendimentos Imobiliários Ltda	T-C JK I LLC	51
AGR Agricultural Investments LLC	Occator Agricultural Properties, LLC	100
AGR Partners LLC	Ejnar Knudsen	25
AGR Partners LLC	TIAA Alternative Holdings, LLC	75
Agricola Ag II Limitada	Mulpun S.A.	0.001
Agricola Ag II Limitada	TIAA-CREF Global Agriculture II LLC	99.999
Agrobio Investimentos e Participações S.A.	Cosan S.A. Industria E Comercio	0.01
Agrobio Investimentos e Participações S.A.	Tellus Brasil Participações S.A.	100
Aguas da Ponte Alta S.A.	Cosan S.A. Industria E Comercio	0.01
Aguas da Ponte Alta S.A.	Administração de Participações Aguassanta Ltda	100
AGW Empreendimentos e Participações S.A.	Cosan S.A. Industria E Comercio	0.01
AGW Empreendimentos e Participações S.A.	Janus Brasil Participacoes, S.A.	99.99
Ala Moana Holding, LLC	T-C Pearl Investor LLC	12.5

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Almond Processors, LLC	Teachers Insurance and Annuity Association of America	100
Alta Loma Vineyard LLC	Silverado WineGrowers, LLC	100
Anglo-Sino Henderson Investment Consultancy (Beijing) Co Limited	TH RE Group Holdings Limited	100
AREFM (BVI) Limited	Alpha Investment Partners (BVI) Limited	50
AREFM (BVI) Limited	TH RE Group Holdings Limited	50
ARE-San Francisco No. 43, LLC	T-C Illinois Street, LLC	40
ARE-San Francisco No. 43, LLC	Alexandria Real Estate Equities, L.P.	60
Aroeira Propriedades Agrícolas Ltda	Cosan S.A. Industria E Comercio	0.01
Aroeira Propriedades Agrícolas Ltda	Janus Brasil Participacoes, S.A.	99.99
Arpeggio Fund	Symphony Asset Management LLC	100
Arroyo Loma, LLC	Silverado Premium Properties, LLC	100
AUB (CASA VI) Investment Fund, LLC	Shuaib Holdings	0.2494
AUB (CASA VI) Investment Fund, LLC	Arab Fund for Economic and Social Development	16.6251
AUB (CASA VI) Investment Fund, LLC	The Public Institution for Social Security	83.1255
BayCity CLO Holdings, L.P.	Symphony Asset Management LLC	0
Baycity Convertible Arbitrage Master Fund, L.P.	Symphony Asset Management LLC	0.11
Baycity Convertible Arbitrage Master Fund, L.P.	Non-TIAA 3rd Party LPs	99.89
BayCity Convertible Bond Fund, L.P.	Symphony Asset Management LLC	1.02
BayCity Corporate Arbitrage and Relative Value Fund, L.P.	Symphony Asset Management LLC	0
BayCity Credit Opportunities Fund L.P.	Symphony Asset Management LLC	0
BayCity Customized Solution Fund R, L.P.	Symphony Asset Management LLC	0.009
BayCity Customized Solution Fund S, L.P.	Symphony Asset Management LLC	0.009

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BayCity Event Driven Opportunities Fund, L.P.	Symphony Asset Management LLC	0.48
BayCity Event Driven Opportunities Master Fund, L.P.	Symphony Asset Management LLC	0.07
BayCity Event Driven Opportunities Master Fund, L.P.	Non-TIAA 3rd Party LPs	99.93
BayCity Long Short Credit Fund, L.P.	Symphony Asset Management LLC	0.91
BayCity Long Short Credit Unit Trust	Symphony Asset Management LLC	0
BayCity Long Short Credit Unit Trust	Non-TIAA Owners	100
BayCity Senior Loan Fund L.P.	Symphony Asset Management LLC	0.01
BayCity Small Cap Core Fund, L.P.	Symphony Asset Management LLC	1.31
BCIMC (TCGA II) Investment Trust	8160309 Canda Inc, as Bare Trustee, Nominee and Agent fo The College Pension Plan (British Columbia),and several other entities	100
Beaver Investment Holdings LLC	TIAA Alternative Holdings, LLC	100
Bioinvestments Negócios e Participações	Cosan S.A. Industria E Comercio	0.01
Bioinvestments Negócios e Participações	Radar II Propriedades Agrícolas S.A.	99.99
Blue Ridge PP Condominium Association, Inc.	T-C Palomino Blue Ridge LLC	100
BOA Partnership GP, L.L.C.	NA Property Fund Holdings, L.L.C.	100
BOA Partnership, L.P.	BOA Partnership GP, L.L.C.	0.01
BOA Partnership, L.P.	NA Property Fund Holdings, L.L.C.	99.99
Boardman Tree Farm, LLC	GreenWood Tree Farm Fund, LP	100
Boca 10 A & B LLC	Boca 54 Land Associates LLC	100
Boca 10 C & D LLC	Boca 54 Land Associates LLC	100
Boca 11 A LLC	Boca 54 Land Associates LLC	100
Boca 54 Land Associates LLC	Flagler Boca 54 LLC	20

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Boca 54 Land Associates LLC	TIAA 485 Boca 54 LLC	80
Boca 54 North LLC	Boca 54 Land Associates LLC	100
Boston Road Manager, LLC	CASA Partners VI Holdings, LLC	100
Boston Road, LLC	Boston Road Manager, LLC	100
Brasilwood Reflorestamento S.A.	GAPX Investimentos Ltda.	25
Brasilwood Reflorestamento S.A.	GTR Brasil Participacoes Ltda.	75
Bravura 99 Fund, L.P.	Symphony Asset Management LLC	47.25
Bridge View Land, LLC	Silverado Premium Properties, LLC	100
BRKLYN NY 250 N 10th Street Owner LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
Broadleaf Timberland Investments, LLC	Teachers Insurance and Annuity Association of America	100
Brusno Maszyny Sp. z.o.o.	Global Timber International, LLC	100
Brusno Resort Spolka Z Organiczona Odpowiedzialnoscia w Organizacji	Ipopema 95 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych (“FIZAN”)	100
Bruyeres I SAS	ND Europe S.a.r.l.	100
Bruyeres II SAS	ND Europe S.a.r.l.	100
BV Apartments, L.L.C.	CASA Grande Investments I, LLC	100
CASA Grande Investments I, LLC	Global Investors GP, L.L.C.	0
CASA Grande Investments I, LLC	Public Employees Retirement Association of Colorado - Non TIAA	48.6
CASA Grande Investments I, LLC	Utah State Retirement Investment Fund - Non TIAA	51.4
CASA Grande Investments II, LP	Global Investors GP, L.L.C.	0.0024

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CASA Grande Investments II, LP	Public Employees Retirement Association of Colorado - Non TIAA	49.9988
CASA Grande Investments II, LP	Utah State Retirement Investment Fund - Non TIAA	49.9988
CASA III-Ross LLC	CASA Partners III, L.P.	100
CASA IV Acquisition, LLC	CASA Partners IV, L.P.	100
CASA IV-Evets I Fund, LLC	Evets I Fund, LLC	10
CASA IV-Evets I Fund, LLC	CASA Partners IV, L.P.	90
CASA Partners III, L.P.	Global Investors GP, L.L.C.	0
CASA Partners III, L.P.	Terry Senger	0.00002218
CASA Partners III, L.P.	AJ & Karen Richard	0.00004437
CASA Partners III, L.P.	Daniel McDonough (Non-TIAA Henderson)	0.00004437
CASA Partners III, L.P.	Brian P. Eby	0.00006655
CASA Partners III, L.P.	James O' Brien (Non-TIAA Henderson)	0.00008874
CASA Partners III, L.P.	JP Rachmaninoff (Non-TIAA Henderson)	0.00008874
CASA Partners III, L.P.	Karen & Richard Sheehan	0.00008874
CASA Partners III, L.P.	Edward Pierzak	0.00011092
CASA Partners III, L.P.	Michael Schwaab	0.00013311
CASA Partners III, L.P.	Douglas G. Denyer	0.00017747

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CASA Partners III, L.P.	James Martha	0.00017747
CASA Partners III, L.P.	Charles Wurtzebach	0.00066552
CASA Partners III, L.P.	Public Employees Retirement Association of Colorado - Non TIAA	22.184263
CASA Partners III, L.P.	Utah State Retirement Investment Fund - Non TIAA	33.276394
CASA Partners III, L.P.	Wisconsin Retirement System	44.368525
CASA Partners IV, L.P.	Global Investors GP, L.L.C.	0
CASA Partners IV, L.P.	A. J. Richard	0.0024
CASA Partners IV, L.P.	Brian P. Eby	0.0024
CASA Partners IV, L.P.	Daniel McDonough (Non-TIAA Henderson)	0.0024
CASA Partners IV, L.P.	Edward Pierzak	0.0049
CASA Partners IV, L.P.	James O' Brien	0.0049
CASA Partners IV, L.P.	Susan Motowidlak	0.0049
CASA Partners IV, L.P.	Terry Senger	0.0049
CASA Partners IV, L.P.	JP Rachmaninoff (Non-TIAA Henderson)	0.0073
CASA Partners IV, L.P.	Michael Schwaab	0.0073
CASA Partners IV, L.P.	James Martha	0.0122
CASA Partners IV, L.P.	Charles Wurtzebach	0.0244
CASA Partners IV, L.P.	Kwiker Trust	0.0244
CASA Partners IV, L.P.	Nagy Pension	0.0244
CASA Partners IV, L.P.	Texas General Land Office - Non TIAA	12.1797
CASA Partners IV, L.P.	Honeywell	14.6156
CASA Partners IV, L.P.	Public Employees Retirement Association of Colorado - Non TIAA	24.3593

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CASA Partners IV, L.P.	Utah State Retirement Investment Fund - Non TIAA	24.3593
CASA Partners IV, L.P.	Wisconsin Retirement System	24.3593
CASA Partners V Holdings, L.L.C.	CASA Partners V, LP	100
CASA Partners V, LP	Global Investors GP II, L.L.C.	0
CASA Partners V, LP	Brian P. Eby	0.0064
CASA Partners V, LP	Daniel McDonough (Non-TIAA Henderson)	0.0064
CASA Partners V, LP	Susan Motowidlak	0.0064
CASA Partners V, LP	James O' Brien (Non-TIAA Henderson)	0.0097
CASA Partners V, LP	A. J. Richard	0.0161
CASA Partners V, LP	Edward Pierzak	0.0161
CASA Partners V, LP	James Martha	0.0161
CASA Partners V, LP	Michael Schwaab	0.0161
CASA Partners V, LP	James Darkins (Non-TIAA Henderson)	0.029
CASA Partners V, LP	Michael Sales (Non-TIAA Henderson)	0.0322
CASA Partners V, LP	Texas General Land Office - Non TIAA	19.3237
CASA Partners V, LP	Public Employees Retirement Association of Colorado - Non TIAA	32.2061
CASA Partners V, LP	Utah State Retirement Investment Fund - Non TIAA	48.3092
CASA Partners VI GP, LLC	TH Property Holdings, L.L.C.	100
CASA Partners VI Holdings, LLC	CASA Partners VI, LP	100
CASA Partners VI, LP	CASA Partners VI GP, LLC	0
CASA Partners VI, LP	Brian P. Eby	0.0029
CASA Partners VI, LP	Taeuk Namkoong	0.0038

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CASA Partners VI, LP	Terry Senger	0.0038
CASA Partners VI, LP	Michael Schwaab	0.0058
CASA Partners VI, LP	Susan Motowidlak	0.0058
CASA Partners VI, LP	A. J. Richard	0.0077
CASA Partners VI, LP	Michael Sales (Non-TIAA Henderson)	0.0115
CASA Partners VI, LP	James Martha	0.0192
CASA Partners VI, LP	James O' Brien (Non-TIAA Henderson)	0.0192
CASA Partners VI, LP	Public Employees Retirement Association of Colorado - Non TIAA	19.2044
CASA Partners VI, LP	Utah State Retirement Investment Fund - Non TIAA	19.2044
CASA Partners VI, LP	AUB (CASA VI) Investment Fund, LLC	23.1028
CASA Partners VI, LP	Wisconsin Retirement System	38.4087
CASA Partners VII GP, LLC	TH Property Holdings, L.L.C.	100
CASA Partners VII Holdings, LLC	CASA Partners VII, LP	100
CASA Partners VII, LP	Public Employees Retirement Association of Colorado - Non TIAA	22.22
CASA Partners VII, LP	Utah State Retirement Investment Fund - Non TIAA	33.33
CASA Partners VII, LP	Wisconsin Retirement System	44.45
CASA Student Housing Fund GP, LLC	TH Property Holdings, L.L.C.	100
CASA Student Housing Fund Holdings, LLC	CASA Student Housing Fund, LP	100
CASA Student Housing Fund, LP	CASA Student Housing Fund GP, LLC	0
CASA Student Housing Fund, LP	Teachers Insurance and Annuity Association of America	0
CASA VI 50WB, LLC	CASA Partners VI Holdings, LLC	100
Castle-Renaissance Borrower, LLC	Renaissance Plaza Castle, LLC	100

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Castle-Renaissance, LLC	CASA III-Ross LLC	100
CCAP Fund 3, L.P.	CCAP GP, LLC	0
CCAP Fund 3, L.P.	East Wildlife Foundation	100
CCAP FUND 6 - 2015, L.P.	CCAP GP, LLC	0
CCAP FUND 6 - 2015, L.P.	Covariance Capital Management, Inc.	100
CCAP Fund 6-2016, L.P.	Covariance Capital Management, Inc.	0
CCAP FUND 8 - 2015, L.P.	CCAP GP, LLC	0
CCAP FUND 8 - 2015, L.P.	Covariance Capital Management, Inc.	100
CCAP Fund 8-2016, L.P.	Covariance Capital Management, Inc.	0
CCAP Fund EF, LP	CCAP GP, LLC	0
CCAP Fund EF, LP	East Foundation	100
CCAP Fund EIP, L.P.	CCAP GP, LLC	0
CCAP Fund HFD (Cayman), Ltd.	CCAP GP, LLC	100
CCAP Fund HFND (Cayman), Ltd.	CCAP GP, LLC	100
CCAP Fund MRA (Cayman), Ltd.	CCAP GP, LLC	100
CCAP Fund PDS (Cayman), Ltd.	CCAP GP, LLC	100
CCAP GP, LLC	Covariance Capital Management, Inc.	100
CCM Series 2, LLC	Teachers Insurance and Annuity Association of America	100
CCM Series, LLC	Teachers Insurance and Annuity Association of America	100
CD (TCGA II) Investment Trust	Caisse De Depot Et Placement Du Quebec	100
Ceres Agricultural Properties, LLC	Teachers Insurance and Annuity Association of America	100
Cerpon Participações S.A.	Cosan S.A. Industria E Comercio	0.01

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Cerpon Participações S.A.	Tellus Brasil Participações S.A.	100
CGL Banyan Bay, L.P.	CGL Management, LLC	0.01
CGL Banyan Bay, L.P.	CGL Investments, LLC	99.99
CGL Investments, LLC	CASA Grande Investments I, LLC	100
CGL Los Prados, L.P.	CGL Management, LLC	0.1
CGL Los Prados, L.P.	CGL Investments, LLC	99.9
CGL Management, LLC	CASA Grande Investments I, LLC	100
Chalk Ridge Vineyard, LLC	Silverado Premium Properties, LLC	100
Chelmsford Commons Manager, LLC	CASA Partners VI Holdings, LLC	100
Chelmsford Commons, LLC	Chelmsford Commons Manager, LLC	100
China Designer Outlet Mall SA	Teachers Insurance and Annuity Association of America	18.81
Churchill Asset Management LLC	Christopher Cox	2.5
Churchill Asset Management LLC	TIAA Alternative Holdings, LLC	75
Churchill MMSLF Funding 1, LLC	TGAM Churchill Middle Market Senior Loan Fund, LP	100
Churchill MMSLF Funding 2, LLC	Churchill MMSLF Master, LP	100
Churchill MMSLF Master, LP	TGAM Churchill Fund GP LLC	50
Churchill MMSLF Master, LP	TGAM Churchill Middle Market Senior Loan Fund, Offshore LP	50
Cityhold Euro S.à r.l	Chapone S.à r.l (AP1)	3
Cityhold Euro S.à r.l	Chaptwo S.à r.l (AP2)	3
Cityhold Euro S.à r.l	ND Europe Office Holding S.à r.l	6
Cityhold Euro S.à r.l	Cityhold Office Partnership S.à r.l	88
Cityhold Nymphe S.à r.l	Cityhold Euro S.à r.l	100

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Cityhold Office Partnership S.à r.l	Chapone S.à r.l (AP1)	25
Cityhold Office Partnership S.à r.l	Chaptwo S.à r.l (AP2)	25
Cityhold Office Partnership S.à r.l	ND Europe Office Holding S.à r.l	50
Cityhold Participations S.à r.l	Cityhold Sterling S.à r.l	100
Cityhold Peak Participations S.à r.l	Cityhold Sterling S.à r.l	100
Cityhold Peak S.à r.l	Cityhold Sterling S.à r.l	100
Cityhold Propco 10 S.à r.l	Cityhold Euro S.à r.l	100
Cityhold Propco 11 S.à r.l	Cityhold Euro S.à r.l	100
Cityhold Propco 12 S.à r.l	Cityhold Euro S.à r.l	100
Cityhold Propco 6 S.à r.l	Cityhold Sterling S.à r.l	100
Cityhold Propco 7 S.à r.l	Cityhold Euro S.à r.l	100
Cityhold Propco 9 S.à r.l	Cityhold Euro S.à r.l	100
Cityhold Sterling S.à r.l	Cityhold Office Partnership S.à r.l	100
Cityhold UK Holding S.à r.l	Cityhold Office Partnership S.à r.l	100
Cityhold UK Investment S.à r.l	Cityhold UK Holding S.à r.l	100
Clarendon Virginia IV, LLC	TIAA Realty, LLC	100
CLOF II (No 1 Nominee) Limited	Henderson CLOF II (No 1 GP) Limited	100
CLOF Jersey General Partner Limited	Non-TIAA 3rd Party LPs	100
CLOF Jersey Nominee A Limited	Non-TIAA 3rd Party LPs	100
CLOF Jersey Nominee B Limited	Non-TIAA 3rd Party LPs	100
CLOF Victoria Nominee 1 Limited	London Belgrave Unit Trust	100
CLOF Victoria Nominee 2 Limited	London Belgrave Unit Trust	100

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Columbia Commons Apartments, L.P.	CASA IV Acquisition, LLC	1
Columbia Commons Apartments, L.P.	CASA Partners IV, L.P.	99
Columbia Commons Funding, LLC	Columbia Commons Apartments, L.P.	100
Companhia Agrícola Botucatu	Cosan S.A. Industria E Comercio	0.01
Companhia Agrícola Botucatu	Janus Brasil Participacoes, S.A.	99.99
ConsultEDUAlliance LLC	Teachers Insurance and Annuity Association of America	100
Core Plus Bond Fund, LLC	Nuveen Asset Management, LLC	0
Country Village Shopping Center, LLC	NA Property Fund Holdings, L.L.C.	100
Courcelles 70	Cityhold Office Partnership S.à r.l	100
Covariance Capital Management, Inc.	TIAA-CREF Redwood, LLC	100
CPF 1511 Third Avenue LLC	CPF/UIR Joint Venture LLC	100
CPF 636 Sixth Avenue LLC	CPF/UIR Joint Venture LLC	100
CPF 856 Market Street LLC	CPF/UIR Joint Venture LLC	100
CPF/UIR Joint Venture LLC	Union Investment Real Estate GmbH	49
CPF/UIR Joint Venture LLC	CPF/UIR JV Member LLC	51
CPF/UIR JV Member LLC	U.S. Cities Retail Fund Operating LP	100
CPPIB-TIAA U.S. Real Property Fund, L.P.	T-C SMA I, LLC	1
CPPIB-TIAA U.S. Real Property Fund, L.P.	CPPIB US RE-2 GP	49
CPPIB-TIAA U.S. Real Property Fund, L.P.	Teachers Insurance and Annuity Association of America	50
Cranston Investments SP. z.o.o.	Neptune Polish Property Venture BV	100
C-T REIT LLC	Reit Shareholders	0.01
C-T REIT LLC	CPPIB-TIAA U.S. Real Property Fund, L.P.	99.99

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C-T Shenandoah LLC	C-T REIT LLC	100
CVII - Shoreline LLC	ML CASA VII, LP	100
CVII - Waterstone LLC	CASA Partners VII Holdings, LLC	100
DDR-SAU Retail Fund, L.L.C.	Developer' s Diversified Realty	20
DDR-SAU Retail Fund, L.L.C.	Special Account-U, L.P.	80
DDRTC Alexander Place LLC	DDRTC Holdings Pool 5 LLC	100
DDRTC Amity Square LLC	DDR TC LLC	15
DDRTC Amity Square LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	85
DDRTC Bellevue Place LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Birkdale Village LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Columbiana Station I LLC	DDRTC Holdings Pool 6 LLC	100
DDRTC Columbiana Station II LLC	DDRTC Holdings Pool 2 LLC	100
DDRTC Core Retail Fund, LLC	DDR TC LLC	15
DDRTC Core Retail Fund, LLC	TREA Retail Property Portfolio 2006 LLC	85
DDRTC CP LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Creeks at Virginia Center LLC	DDRTC Holdings Pool 6 LLC	100
DDRTC Cypress Trace LLC	DDRTC Holdings Pool 6 LLC	100
DDRTC Eisenhower Crossing LLC	DDRTC Holdings Pool 5 LLC	100
DDRTC Fayette Pavilion I and II LLC	DDRTC Holdings Pool 6 LLC	100
DDRTC Fayette Pavilion III and IV LLC	DDRTC Holdings Pool 1 LLC	100
DDRTC Heritage Pavilion LLC	DDRTC Holdings Pool 6 LLC	100
DDRTC Hillsboro Square LLC	DDRTC Holdings Pool 5 LLC	100

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DDRTC Holdings Pool 1 LLC	DDRTC Core Retail Fund, LLC	100
DDRTC Holdings Pool 2 LLC	DDRTC Core Retail Fund, LLC	100
DDRTC Holdings Pool 3 LLC	DDRTC Core Retail Fund, LLC	100
DDRTC Holdings Pool 4 LLC	DDR TC LLC	15
DDRTC Holdings Pool 4 LLC	TREA Retail Property Portfolio 2006 LLC	85
DDRTC Holdings Pool 5 LLC	DDRTC Core Retail Fund, LLC	100
DDRTC Holdings Pool 6 LLC	DDRTC Core Retail Fund, LLC	100
DDRTC Market Place LLC	DDRTC Holdings Pool 1 LLC	100
DDRTC Marketplace at Mill Creek LLC	DDR TC LLC	15
DDRTC Marketplace at Mill Creek LLC	TREA Retail Property Portfolio 2006 LLC	85
DDRTC Marketplace at Mill Creek LLC	DDRTC Holdings Pool 1 LLC	100
DDRTC McFarland Plaza LLC	DDRTC Holdings Pool 5 LLC	100
DDRTC Naugatuck Valley SC LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Newnan Pavilion LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Overlook at King of Prussia LLC	DDRTC Holdings Pool 2 LLC	100
DDRTC River Ridge LLC	DDRTC Holdings Pool 2 LLC	100
DDRTC Shoppes at Lake Mary LLC	DDRTC Holidngs Pool 5 LLC	100
DDRTC T&C LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Turkey Creek LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Village Crossing LLC	DDRTC Holdings Pool 3 LLC	100
DDRTC Westside Centre LLC	DDRTC Holdings Pool 5 LLC	100
DDRTC Winslow Bay Commons LLC	DDRTC Holdings Pool 1 LLC	100

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DDRTC Woodstock Square LLC	DDRTC Holdings Pool 1 LLC	100
Demeter Agricultural Properties II, LLC	Ceres Agricultural Properties, LLC	100
Demeter Agricultural Properties, LLC	Teachers Insurance and Annuity Association of America	100
Dionysus Properties, LLC	Teachers Insurance and Annuity Association of America	100
Easley Investments SP. z.o.o.	Neptune Polish Property Venture BV	100
ECF Italian Venture S.à r.l	Megatrends European Holdings S.à r.l	100
ECF Waverelygate S.à r.l	Megatrends European Holdings S.à r.l	100
Eko Topola Sp. z o.o.	Ipopema 95 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych (“FIZAN”)	100
Energy Power Investment Company, LLC	Energy Power Partners I, L.P.	9.48
Energy Power Investment Company, LLC	North American Sustainable Energy Fund, L.P.	90.52
Enhanced Debt Carry (GP) S.a r.I.	TH RE Group Holdings Limited	100
Enhanced Debt Carry S.C.S.p	Enhanced Debt Carry (GP) S.a r.I.	100
Enhanced Debt Holding S.à r.l.	TIAA Henderson Real Estate Enhanced Debt Fund SCSp-SIF	100
Enhanced Debt Lending Limited	TIAA Henderson Real Estate Enhanced Debt Fund SCSp-SIF	100
Envisage Information Systems, LLC	Teachers Insurance and Annuity Association of America	100
EPP Renewable Energy LLC	Energy Power Investment Company, LLC	100
Erlangen Arcaden GmbH & Co. KG	Erlangen Arcaden Verwaltungs GmbH	5.1
Erlangen Arcaden GmbH & Co. KG	TIAA Lux 5 S.a.r.l.	94.9
Erlangen Arcaden Verwaltungs GmbH	TIAA Lux 5 S.a.r.l.	100
Esus Brasil Participações S. A.	Cosan S.A. Industria E Comercio	0.01
Esus Brasil Participações S. A.	Janus Brasil Participacoes, S.A.	100
EURL Olympe	Olympe (Holding)	100

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EURL Servin	SARL Servin (Holding)	100
European Cities Partnership (GP) S.à.r.l.	TH RE Group Holdings Limited	100
European Cities Partnership SCSp	European Cities Partnership (GP) S.à.r.l.	100
FCP-ASC Holdings, LLC	Teachers Insurance and Annuity Association of America	25.193
Five Oaks JV General Partner LLC	Four Oaks Place LP	100
Five Oaks Place Holdings General Partner LLC	Five Oaks Holdings LP	100
Five Oaks Place REIT LP	Five Oaks Place Holdings General Partner LLC	0
Five Oaks Place REIT LP	Five Oaks Holdings LP	100
Fordham Glen Apartments, LLC	CASA Partners V Holdings, L.L.C.	100
Forestal GTR Chile Limitada	Global Timber SA LLC	100
Forestal Monterrey Colombia SAS	Pizano, S.A.	20
Forestal Monterrey Colombia SAS	Global Timber Spain, S.L.	80
Forestal y Agricola Silvoligna Chile Limitada	Renewable Timber Resources LLC	99.99
Forestwood Apartments, LLC	CASA Grande Investments II, LP	100
Four Oaks JV General Partner LLC	Four Oaks Place LP	100
Four Oaks Place LP	T-C Four Oaks General Partner LLC	1
Four Oaks Place LP	T-C Four Oaks Place LLC	50
Four Oaks Place Operating LP	Four Oaks REIT General Partner LLC	0
Four Oaks Place Operating LP	Four Oaks Place REIT LP	100

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Four Oaks Place REIT LP	Four Oaks JV General Partner LLC	0
Four Oaks Place REIT LP	Four Oaks Place LP	100
Four Oaks Place TRS LLC	Four Oaks Place REIT LP	100
Four Oaks REIT General Partner LLC	Four Oaks Place REIT LP	100
GAP II NZ GP Limited	TIAA-CREF Alternatives Services, LLC	100
Glenlake Club I, LLC	CASA Partners IV, L.P.	100
Global AG AIV (CN) GP LLC	TIAA Alternative Holdings, LLC	100
Global AG II AIV GP LLC	TIAA Alternative Holdings, LLC	100
Global AG II FFI LLC	TIAA-CREF Global Agriculture II LLC	100
Global AG II US Corp.	Global Agriculture II AIV, LP	100
Global AG Properties Australia Pty, Ltd	TIAA-CREF Global Agriculture LLC	100
Global Ag Properties Australia Trust	TIAA-CREF Global Agriculture LLC	100
Global Ag Properties II Australia Pty Ltd.	TIAA-CREF Global Agriculture II LLC	100
Global Ag Properties II Australia Trust	TIAA-CREF Global Agriculture II LLC	100
Global Ag Properties II New Zealand Limited Partnership	GAP II NZ GP Limited	0
Global AG Properties II USA LLC	Global AG II US Corp.	50
Global AG Properties II USA LLC	Global Agriculture II AIV (US) LLC	50
Global AG Properties USA LLC	Global Agriculture AIV (US) LLC	42.5
Global AG Properties USA LLC	Global AG US Corp.	57.5
Global AG US Corp.	Global Agriculture AIV (CN), LP	43.5
Global AG US Corp.	Global Agriculture AIV LLC	56.5
Global Agriculture AIV (CN), LP	Global AG AIV (CN) GP LLC	0.01

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Global Agriculture AIV (CN), LP	bcIMC Renewable Resource Investment Trust	49.995
Global Agriculture AIV (CN), LP	CDP Infrastructures Fund G.P.	49.995
Global Agriculture AIV (US) LLC	TIAA Global AG Special Member LLC	0
Global Agriculture AIV (US) LLC	TIAA Global AG Holdco LLC	98.1
Global Agriculture AIV LLC	TIAA Global AG Special Member LLC	0
Global Agriculture AIV LLC	AVWL	15.4
Global Agriculture AIV LLC	NPS Korea	15.4
Global Agriculture AIV LLC	Chaptwo S.à r.l (AP2)	69.2
Global Agriculture II AIV (US) LLC	TIAA Global AG II Special Member LLC	0
Global Agriculture II AIV, LP	TIAA Global AG II Special Member LLC	0
Global Agriculture II AIV, LP	Global AG II AIV GP LLC	50
Global Agriculture II Investor Fund, LP	TIAA-CREF Alternatives Advisors, LLC	0
Global Investors GP II, L.L.C.	TH Property Holdings, L.L.C.	100
Global Investors GP IV, L.L.C.	TH Property Holdings, L.L.C.	100
Global Investors GP, L.L.C.	TH Property Holdings, L.L.C.	100
Global Timber International, LLC	Global Timber Resources LLC	100
Global Timber NL, B.V.	GT Europe Cooperatief U.A.	100
Global Timber Resources Investor Fund, LP	GTR Special Member Holdco LLC	0
Global Timber Resources Investor Fund, LP	GTR Investor Fund GP LLC	50
Global Timber Resources LLC	Certain HNW Investors	0.525
Global Timber Resources LLC	Global Timber Resources Investor Fund, LP	3.741
Global Timber Resources LLC	The Lincoln National Life Insurance Company	3.749

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Global Timber Resources LLC	BAEK SICAV FIS-Timber I	4.498
Global Timber Resources LLC	AP2 Global Timber LLC	7.497
Global Timber Resources LLC	Tameside Metropolitan Borough Council as Administering Authority of the Greater Manchester Pension Fund	7.497
Global Timber Resources LLC	CDP Global Timber LLC	22.492
Global Timber Resources LLC	TIAA GTR Holdco LLC	50
Global Timber SA LLC	Global Timber Resources LLC	100
Global Timber Spain, S.L.	Global Timber International, LLC	100
Green River PP Condominium Association, Inc.	T-C Palomino Green River LLC	100
GreenWood Resources Beijing Forestry Co.	GreenWood Resources China Ltd. (HK)	100
Greenwood Resources Brasil, Ltda.	GreenWood Resources, Inc.	1
Greenwood Resources Brasil, Ltda.	GWR Property Management International, LLC	99
GreenWood Resources Capital Management, LLC	GreenWood Resources, Inc.	100
GreenWood Resources Chile SA	Carlos Sierra	5
GreenWood Resources Chile SA	GWR SA Ltd (BVI)	95
GreenWood Resources China Ltd. (HK)	GWR China Ltd. (BVI)	100
GreenWood Resources Poland sp z.o.o.	GWR Europe Limited	100
GreenWood Resources, Inc.	Cory Boswell (Non-TIAA)	0.1115
GreenWood Resources, Inc.	Rich Shuren (Non-TIAA)	0.1255
GreenWood Resources, Inc.	Carlos Sierra	0.5351
GreenWood Resources, Inc.	Don Rice (Non-TIAA)	0.5351
GreenWood Resources, Inc.	Jake Eaton (Non-TIAA)	0.5351
GreenWood Resources, Inc.	Marc Hiller	0.5351

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GreenWood Resources, Inc.	Lincoln Bach	0.8919
GreenWood Resources, Inc.	Hunter Brown	1.349
GreenWood Resources, Inc.	Brian Stanton	2.0074
GreenWood Resources, Inc.	Clark S. Binkley	5.671
GreenWood Resources, Inc.	Jeffery Lee Nuss	7.5053
GreenWood Resources, Inc.	Beaver Investment Holdings LLC	80
GreenWood Tree Farm Fund, LP	GWR-GTFF Investment, LLC	0.58
Gresham Investment Management Asia Pte Ltd.	Gresham Investment Management LLC	59
Gropius KG	Gropius GmbH	0
Gropius KG	Unibail-Rodamco Beteiligungs GmbH (MFI Deutschland GmbH)	0.04
Gropius KG	TIAA Lux 11 S.a.r.l.	0.16
Gropius KG	Gropius S.a.r.l.	99.8
Gropius Passagen Verwaltungs GmbH	Unibail-Rodamco Beteiligungs GmbH (MFI Deutschland GmbH)	20
Gropius Passagen Verwaltungs GmbH	TIAA Lux 11 S.a.r.l.	80
Gropius S.a.r.l.	Unibail-Rodamco Beteiligungs GmbH (MFI Deutschland GmbH)	20
Gropius S.a.r.l.	TIAA Lux 11 S.a.r.l.	80
Growth Capital Fund I, L.P.	Teachers Insurance and Annuity Association of America	94
Growth Capital GP I, LLC	Winslow Capital Management, LLC	100
GT Europe Cooperatief U.A.	Global Timber Resources LLC	1
GT Europe Cooperatief U.A.	Global Timber International, LLC	99
GTFF GP, LLC	GreenWood Resources, Inc.	100
GTFF Mill Corp.	GreenWood Tree Farm Fund, LP	100

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GTR Brasil Participacoes Ltda.	GT Europe Cooperatief U.A.	1
GTR Brasil Participacoes Ltda.	Global Timber NL, B.V.	99
GTR Investor Fund GP LLC	TIAA Alternative Holdings, LLC	100
GTR Special Member Holdco LLC	TIAA-CREF Asset Management LLC	100
GWR China Ltd. (BVI)	GWR International Limited	100
GWR Europe Limited	GWR International Limited	100
GWR International Limited	GreenWood Resources, Inc.	100
GWR Property Management International, LLC	GreenWood Resources, Inc.	100
GWR SA Ltd (BVI)	GWR International Limited	100
GWR-GTFF Investment, LLC	GreenWood Resources, Inc.	100
Hassett Lane Vineyard, LLC	Silverado WineGrowers, LLC	100
Helios Brasil Participacoes, Ltda	TIAA-CREF Global Agriculture II BR, LLC	0.01
Helios Brasil Participacoes, Ltda	TIAA-CREF Global Agriculture II LLC	99.99
Henderson Administration Services Limited	TH RE Group Holdings Limited	100
Henderson Asia Pacific Indirect Property Fund Management S.a.r.l.	TH RE AIFM Group Limited	100
Henderson Beteiligung Verwaltungs GmbH	TH RE Group Holdings Limited	100
Henderson CLOF II (GP) Limited	TH RE Group Holdings Limited	100
Henderson CLOF II (No 1 GP) Limited	TH RE Group Holdings Limited	100
Henderson CLOF II (No 2 GP) Limited	TH RE Group Holdings Limited	100
Henderson CLOF II (No 3 GP) Limited	TH RE Group Holdings Limited	100
Henderson CLOF II Partnership LP	AIMCO (FREP 1 (General) Ltd)	6
Henderson CLOF II Partnership LP	AIMCO (FREP 1 PX General Ltd)	6

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Henderson CLOF II Partnership LP	CLOF II JPUT	6
Henderson CLOF II Partnership LP	Elo Mutual Pension Insurance Company	6
Henderson CLOF II Partnership LP	Henderson Property UK AIFM Limited	6
Henderson CLOF II Partnership LP	T-C Lux Investments GP S.a r.l.	6
Henderson CLOF II Vanquish Limited	Henderson CLOF II (GP) Limited	100
Henderson European Retail Property Fund Management S.a.r.l.	Henderson Global Investors (International Holdings) B.V	15.6
Henderson European Retail Property Fund Management S.a.r.l.	TH RE AIFM Group Limited	84.4
Henderson Funds Management (Jersey) Limited	TH RE AIFM Group Limited	100
Henderson Funds Management Vanquish (Jersey) Limited	Henderson Funds Management (Jersey) Limited	100
Henderson Funds Management Vanquish II (Jersey) Limited	Henderson Funds Management (Jersey) Limited	100
Henderson Global Investors Immobilien Austria GmbH	Wiener Stadtische (Non-TIAA)	35
Henderson Global Investors Immobilien Austria GmbH	TH RE Group Holdings Limited	65
Henderson Global Investors Property (No.2) Limited	HGI Immobilien GmbH	100
Henderson Global Property (No.2) Limited	HGI Immobilien GmbH	100
Henderson Indirect Property Fund (Europe) Management S.a.r.l.	TH RE AIFM Group Limited	100
Henderson Joint Ventures Property Funds Management S.a.r.l.	TH RE Group Holdings Limited	100
Henderson Matador LP General Partner Limited	TH RE Group Holdings Limited	100
Henderson OMP (GP) Limited	TH RE Group Holdings Limited	100
Henderson Property Management (Jersey) Limited	TH RE AIFM Group Limited	100
Henderson Property Management Company (Luxembourg) No 1 S.à r.l	Henderson Holdings Group B.V. (Non-TIAA)	5.1
Henderson Property Management Company (Luxembourg) No 1 S.à r.l	TH RE AIFM Group Limited	94.9
Henderson Property Nominees Limited	TH RE Group Holdings Limited	100

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Henderson Property UK AIFM Limited	TH RE AIFM Group Limited	100
Henderson Real Estate Asset Management Limited	TH RE FCACO Limited	100
Henderson Real Estate Singapore Private Limited	TH RE Group Holdings Limited	100
Henderson Shopping Centre Verwaltungs GmbH	Henderson Real Estate Asset Management Limited	100
Henderson UK OM (LP1) (GP) Limited	TH RE Group Holdings Limited	100
Henderson UK OM (LP1) Limited	Henderson UK OM (LP1) (GP) Limited	100
Henderson UK OM (LP2) (GP) Limited	TH RE Group Holdings Limited	100
Henderson UK OM (LP2) Limited	Henderson UK OM (LP2) (GP) Limited	100
Henderson UK OM (LP3) (GP) Limited	TH RE Group Holdings Limited	100
Henderson UK OM (LP3) Limited	Henderson UK OM (LP3) (GP) Limited	100
Henderson UK Outlet Mall Partnership, LP	HGI OMP UK Limited (Non-TIAA)	100
HGI Immobilien GmbH	R&V Lebensversicherung AG	50
HGI Immobilien GmbH	TH RE Group Holdings Limited	50
Hobson Avenue Vineyard, LLC	Silverado Premium Properties, LLC	100
HPF-GLB Fund II, LLC	GLB HA II, LLC (Non-TIAA)	25
HPF-GLB Fund II, LLC	NA Property Fund Holdings, L.L.C.	75
HSCF Exeter (Jersey) Limited	Non-TIAA 3rd Party LPs	100
HSCF Feeder (Jersey) Limited	Non-TIAA 3rd Party LPs	100
HV Freehold S.à r.l	HV Properties S.à r.l	100
HV Properties S.à r.l	Cityhold Sterling S.à r.l	100
I 595 Toll Road, LLC	TIAA Infrastructure Investments, LLC	100
IAI Australia Fund II Pty, Ltd	International Agricultural Investors Fund II, LLC	100

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IAI Australia Fund II Trust	International Agricultural Investors Fund II, LLC	100
IAI Australia Pty, Ltd	International Agricultural Investors, LLC	100
IAI Australia Trust	International Agricultural Investors, LLC	100
IAI USA Fund II, LLC	International Agricultural Investors Fund II, LLC	100
IAI USA, LLC	International Agricultural Investors, LLC	100
Inception GP LLC	Teachers Insurance and Annuity Association of America	100
Inception Partners III, LP	Inception GP LLC	0
Inception Partners III, LP	Teachers Insurance and Annuity Association of America	100
Inception Partners IV, LP	Inception GP LLC	0
Inception Partners IV, LP	Teachers Insurance and Annuity Association of America	49
Inception Partners V, LP	Inception GP LLC	0
Inception Partners V, LP	Teachers Insurance and Annuity Association of America	49
Infra Alpha LLC	Teachers Insurance and Annuity Association of America	100
Innesbrook Apartments, LLC	CASA Partners V Holdings, L.L.C.	100
International Agricultural Investors Fund II, LLC	Helgram Investments, LLC	0.132
International Agricultural Investors Fund II, LLC	Cozad Asset Management, Inc.	0.143
International Agricultural Investors Fund II, LLC	Global Agricultural Partners, Inc.	0.7151
International Agricultural Investors Fund II, LLC	Ceres Agricultural Properties, LLC	99.0099
International Agricultural Investors, LLC	Helgram Investments, LLC	0.0992
International Agricultural Investors, LLC	Cozad Asset Management, Inc.	0.1103
International Agricultural Investors, LLC	Global Agricultural Partners, Inc.	0.5513
International Agricultural Investors, LLC	Ceres Agricultural Properties, LLC	99.2392

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International Agricultural Management, LLC	Helgram Investments, LLC	50
International Agricultural Management, LLC	Westchester Group Investment Management, Inc.	50
Investmenti Commerciali Meraville S.r.l.	T-C Meraville S.r.l.	100
IPOPEMA 87 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych	Renewable Timber Resources LLC	1
IPOPEMA 87 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych	Renewable Timber Europe, LLC	99
Ipopema 95 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych (“FIZAN”)	Global Timber International, LLC	100
Iris Brasil Participacoes Ltda.	TIAA-CREF Global Agriculture II BR, LLC	0.01
Iris Brasil Participacoes Ltda.	Helios Brasil Participacoes, Ltda	99.99
Islazul Centro Comercial S.L	Islazul HoldCo S.L	100
Islazul General Partner S.à.r.l.	TH RE Group Holdings Limited	100
Islazul HoldCo S.L	Islazul Joint Venture S.à r.l.	100
Islazul Joint Venture Feeder Société en Commandite Spéciale	Teachers Insurance and Annuity Association of America	5
Islazul Joint Venture Feeder Société en Commandite Spéciale	Islazul General Partner S.à.r.l.	95
Islazul Joint Venture S.à r.l.	Islazul Joint Venture Feeder Société en Commandite Spéciale	100
Janus Brasil Participacoes, S.A.	Radar Propriedades Agricolas SA	5.55
Janus Brasil Participacoes, S.A.	Iris Brasil Participacoes Ltda.	49
Janus Brasil Participacoes, S.A.	Cosan S.A. Industria E Comercio	51
Janus Brasil Participacoes, S.A.	Helios Brasil Participacoes, Ltda	94.45
Jatobá Propriedades Agrícolas Ltda.	Cosan S.A. Industria E Comercio	0.01
Jatobá Propriedades Agrícolas Ltda.	Janus Brasil Participacoes, S.A.	99.99
Jequitibá Propriedades Agrícolas Ltda	Cosan S.A. Industria E Comercio	0.01

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Jequitibá Propriedades Agrícolas Ltda	Janus Brasil Participacoes, S.A.	99.99
JWL Properties, Inc.	485 Properties, LLC	100
Kaspick & Company, LLC	TIAA-CREF Redwood, LLC	100
KS Freehold S.à r.l	Cityhold Sterling S.à r.l	100
KS Leasehold S.à r.l	Cityhold Sterling S.à r.l	100
L&C Log Co, LLC	Lewis & Clark Timberlands, LLC	100
L&C Special Member Holdco, LLC	TIAA-CREF Asset Management LLC	100
L&C Tree Farms, LLC	Lewis & Clark Timberlands, LLC	100
L&C TRS LLC	L&C Tree Farms, LLC	100
Laney Directional Drilling (Texas), LLC	Laney Directional Drilling Co.	100
Laney Directional Drilling Co.	LDD Acquisition Corp	100
Laney Directional Drilling do Brasil Perfuracoes LTDA	Laney Directional Drilling (Texas), LLC	0.01
Laney Directional Drilling do Brasil Perfuracoes LTDA	Laney Directional Drilling Co.	99.99
Lewis & Clark Timberlands, LLC	Teachers Insurance and Annuity Association of America	100
Light Street Partners, LLP	Teachers REA, LLC	10
Light Street Partners, LLP	Teachers REA II, LLC	90
Loma del Rio Vineyards LLC	Premiere Agricultural Properties, LLC	45
Loma del Rio Vineyards LLC	Global AG Properties USA LLC	55
Loma Verde, LLC	Silverado Premium Properties, LLC	100
London Belgrave Unit Trust	Cityhold UK Investment S.à r.l	0.23
London Belgrave Unit Trust	Cityhold UK Holding S.à r.l	99.77
Lower Columbia Tree Farm, LLC	GreenWood Tree Farm Fund, LP	100

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Madison Dell Ranch Apartments, LLC	CASA Grande Investments I, LLC	100
Mandala Food Co-Investment Holdings II SPV	Occator Agricultural Properties, LLC	100
Mansilla Participacoes Ltda	Demeter Agricultural Properties, LLC	0.1
Mansilla Participacoes Ltda	Teachers Insurance and Annuity Association of America	99.9
Mansion Apartments, LLC	CASA Partners IV, L.P.	100
Marsino Vineyard, LLC	Silverado Premium Properties, LLC	100
McCommas Bluff Holdings LLC	North American Sustainable Energy Fund, L.P.	36.9
McCommas Bluff Holdings LLC	Energy Power Partners I, L.P.	63.1
MDR L&M Apartments, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
Megatrends European Holdings S.à r.l	European Cities Partnership SCSp	100
Merseylink (Finance) Limited	Merseylink (Holdings) Limited	100
Merseylink (Holdings) Limited	FCC Mersey Gateway Limited	25
Merseylink (Holdings) Limited	MG Bridge Investments Ltd (BBGI Entity)	37.5
Merseylink (Holdings) Limited	Wigg Investments Limited	37.5
Merseylink (Issuer) PLC	Merseylink (Finance) Limited	100
Merseylink Limited	Merseylink (Finance) Limited	100
Metro Centre Office Park, L.L.C.	NA Property Fund Holdings, L.L.C.	100
Mima Investor Member LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
ML CASA II Management, LLC	CASA Grande Investments II, LP	100

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ML CASA II, L.P.	ML CASA II Management, LLC	0.1
ML CASA II, L.P.	CASA Grande Investments II, LP	99.9
ML CASA III Management, LLC	Global Investors GP, L.L.C.	0
ML CASA III Management, LLC	CASA Partners III, L.P.	100
ML CASA III, L.P.	ML CASA III Management, LLC	0.1
ML CASA III, L.P.	CASA Partners III, L.P.	99.9
ML CASA IV Management, LLC	Global Investors GP, L.L.C.	0
ML CASA IV Management, LLC	CASA Partners IV, L.P.	100
ML CASA IV, L.P.	ML CASA IV Management, LLC	0.1
ML CASA IV, L.P.	CASA Partners IV, L.P.	99.9
ML CASA V Management, LLC	Global Investors GP II, L.L.C.	0
ML CASA V Management, LLC	CASA Partners V Holdings, L.L.C.	100
ML CASA V, L.P.	ML CASA V Management, LLC	0
ML CASA V, L.P.	CASA Partners V Holdings, L.L.C.	100
ML CASA VI Management, LLC	CASA Partners VI GP, LLC	0
ML CASA VI Management, LLC	CASA Partners VI Holdings, LLC	100
ML CASA VI, LP	ML CASA VI Management, LLC	0
ML CASA VI, LP	CASA Partners VI Holdings, LLC	100
ML CASA VII Management, LLC	CASA Partners VII Holdings, LLC	100

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ML CASA VII, LP	ML CASA VII Management, LLC	0.01
ML CASA VII, LP	CASA Partners VII Holdings, LLC	99.99
MLVI Boca Vista Apartments, LLC	ML CASA VI, LP	100
MLVI Martha' s Vineyard Apartments, LLC	ML CASA VI, LP	100
MLVI Park Lake Apartments, LLC	ML CASA VI, LP	100
MLVI Paseo Apartments, LLC	ML CASA VI, LP	100
MLVI Pointe At Crabtree Apartments, LLC	ML CASA VI, LP	100
MLVI Symphony Place Apartments, LLC	ML CASA VI, LP	100
MMSL Access GP, LLC	Nuveen Alternative Investments, LLC	100
Monterrey Forestal GWR SAS	GreenWood Resources, Inc.	100
Montgomery Street CLO Debt Fund LLC	Neil L. Rudolph	0
Municipal Cash Portfolio LLC	Nuveen Asset Management, LLC	0
MyVest Corporation	Teachers Insurance and Annuity Association of America	100
NA Property Fund Holdings, L.L.C.	GLB HA II, LLC (Non-TIAA)	25
NA Property Fund Holdings, L.L.C.	North American Property Fund, L.P.	75
ND 70SMA LLC	ND Properties, Inc.	100
ND Europe Office Holding S.à r.l	ND Europe S.a.r.l.	100
ND Europe S.a.r.l.	ND Properties, Inc.	100
ND Festival Place LLC	ND Properties, Inc.	100
ND Properties, Inc.	Teachers Insurance and Annuity Association of America	100
Neptune Annopol SP Zo.o.	Neptune Polish Property Venture BV	100
Neptune Holding Spain, S.L.	Neptune Property Venture S.à r.l.	100

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Neptune Krakow SP Z .O.O.	Neptune Polish Property Venture BV	100
Neptune OPCI	Neptune Property Venture S.à r.l.	100
Neptune Polish Property Venture BV	Neptune Property Venture S.à r.l.	100
Neptune Property Venture S.à r.l.	Neinver Nemab S.à r.l (Lu)	50
Neptune Property Venture S.à r.l.	T-C Neptune Holdings S.à r.l.	50
Neptune Roppenheim 1 S.à r.l.	Neptune Property Venture S.à r.l.	100
Neptune Roppenheim 2 S.à r.l.	Neptune Property Venture S.à r.l.	100
Neptune Roppenheim Holding S.à r.l	Neptune Property Venture S.à r.l.	100
New Fetter Lane Unit Trust	Cityhold UK Investment S.à r.l	0.1
New Fetter Lane Unit Trust	Cityhold UK Holding S.à r.l	99.9
NGC-Pilot Investments, LLC	Narrow Gauge Capital GP, LLC (Non-TIAA)	3.2
NGC-Pilot Investments, LLC	Siguler Guff Pilot Holdings, LLC (Non-TIAA)	48.4
NGC-Pilot Investments, LLC	Teachers Insurance and Annuity Association of America	48.4
Nightingale LuxCo S.à r.l.	T-C Europe S.à.r.l.	100
Norteshopping Centro Comercial S.A. Portuguese SA	Norteshopping Retail & Leisure B.V.	100
Norteshopping Retail & Leisure B.V.	ND Properties, Inc.	50
Norteshopping Retail & Leisure B.V.	Sierra European Retail Real Estate Assets Holdings B.V.	50
North American Property Fund, L.P.	Global Investors GP IV, L.L.C.	0.0001
North American Property Fund, L.P.	Phoenix Life Insurance Company	9.62481
North American Property Fund, L.P.	Utah State Retirement Investment Fund - Non TIAA	90.37519
North American Sustainable Energy Fund, L.P.	North American Sustainable Energy GP, LLC	0.1
North American Sustainable Energy Fund, L.P.	TIAA Infrastructure Investments, LLC	99.9

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North American Sustainable Energy GP, LLC	TIAA Infrastructure Investments, LLC	99.9
North American Sustainable Energy Manager, LLC	TIAA Infrastructure Investments, LLC	100
Nova Agricola Ponte Alta S.A.	Cosan S.A. Industria E Comercio	0.01
Nova Agricola Ponte Alta S.A.	Radar Propriedades Agricolas SA	99.99
Nova Amaralina S.A. Propriedades Agrícolas	Cosan S.A. Industria E Comercio	0.01
Nova Amaralina S.A. Propriedades Agrícolas	Radar Propriedades Agricolas SA	99.99
Nova Gaia Brasil Participaco Ltda.	TIAA-CREF Global Agriculture BR, LLC	0.01
Nova Gaia Brasil Participaco Ltda.	TIAA-CREF Global Agriculture LLC	99.99
Nova Ibiajara Propriedades Agrícolas S.A.	Cosan S.A. Industria E Comercio	0.001
Nova Ibiajara Propriedades Agrícolas S.A.	Tellus Brasil Participações S.A.	99.999
Nova Santa Barbara Agrícola S.A.	Cosan S.A. Industria E Comercio	0.01
Nova Santa Barbara Agrícola S.A.	Radar Propriedades Agricolas SA	100
Nova Star Oil and Gas Inc.	Polar Star Canadian Oil and Gas Holding, Inc.	100
NRFC Inception II, LP	Teachers Insurance and Annuity Association of America	49
NRFC Inception, LP	Teachers Insurance and Annuity Association of America	49
Nuveen Alternative Investments, LLC	Nuveen Investments, Inc.	100
Nuveen Asset Management, LLC	Nuveen Fund Advisors, LLC	100
Nuveen Commodities Asset Management, LLC	Nuveen Investments, Inc.	100
Nuveen Diversified Commodity Fund	Nuveen Commodities Asset Management, LLC	0.01
Nuveen Fund Advisors, LLC	Nuveen Investments, Inc.	100
Nuveen Global Investments Holdings, LLC	Nuveen Investments, Inc.	100
Nuveen Global Investments Ltd	Nuveen Global Investments Holdings, LLC	100

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Nuveen Global Investors Funds PLC	Nuveen Controlled Board of Directors	11
Nuveen Holdings 1, Inc.	TIAA Asset Management Finance Company, LLC	100
Nuveen Holdings 1, Inc.	TIAA Asset Management Finance Company, LLC	100
Nuveen Holdings, Inc.	TIAA Asset Management Finance Company, LLC	100
Nuveen Investments Advisers, LLC	Nuveen Investments, Inc.	100
Nuveen Investments Canada Co.	Nuveen Investments Holdings, Inc.	100
Nuveen Investments Holdings, Inc.	Nuveen Investments, Inc.	100
Nuveen Investments, Inc.	Nuveen Holdings, Inc.	100
Nuveen Long/Short Commodity Total Return Fund	Nuveen Commodities Asset Management, LLC	0
Nuveen NWQ Holdings, LLC	Nuveen Investments, Inc.	100
Nuveen Tradewinds Holdings, LLC	Nuveen Investments, Inc.	100
Nuveen WCM Holdings, LLC	Nuveen Investments, Inc.	100
NWQ Investment Management Company, LLC	Nuveen NWQ Holdings, LLC	100
NWQ Partners, LLC	Nuveen NWQ Holdings, LLC	100
Oak Knoll Napa Vineyards, LLC	Silverado WineGrowers, LLC	100
Oakville 38 Vineyard, LLC	Global AG Properties II USA LLC	100
Occator Agricultural Properties, LLC	Teachers Insurance and Annuity Association of America	100
Oleum Holding Company, Inc.	Teachers Insurance and Annuity Association of America	100
Olympe (Holding)	Bruyeres I SAS	100
One Boston Place LLC	One Boston Place Real Estate Investment Trust	100
One Boston Place Real Estate Investment Trust	SITQ BST REIT, LP	49.75
One Boston Place Real Estate Investment Trust	Teachers Insurance and Annuity Association of America	50.25

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Overlook At Woodholme Apartments, LLC	CASA Partners VI Holdings, LLC	100
Overture 7 Fund, L.P.	Symphony Asset Management LLC	45.51
Owings Park Apartments, LLC	CASA Partners V Holdings, L.L.C.	100
Paddington Central III Unit Trust	Cityhold Participations S.à r.l	0.256
Paddington Central III Unit Trust	KS Freehold S.à r.l	99.744
Pan-European Logistics Venture SCSp	TH Real Estate PELV GP S.à r.l	0.001
Pan-European Logistics Venture SCSp	Non-TIAA 3rd Party LPs	99.999
Park At City West Apartments, LLC	CASA Partners V Holdings, L.L.C.	100
Park At Winterset Apartments Funding, LLC	CASA Partners V Holdings, L.L.C.	100
Park At Winterset Apartments, LLC	Park At Winterset Apartments Funding, LLC	100
Pelican Cove Apartment Homes, LLC	CASA Partners III, L.P.	100
PELV Alovera S. L.	PELV Spain Holdings S. L.	100
PELV Amiens	PELV OPCI	0.001
PELV Amiens	PELV France	99.999
PELV Bruyeres	PELV OPCI	0.001
PELV Bruyeres	PELV France	99.999
PELV BV	PELV Holdings S.à r.l	100
PELV CV	PELV BV	0.001
PELV CV	Pan-European Logistics Venture SCSp	99.999
PELV France	PELV France Holdings S.à r.l	0.001
PELV France	PELV OPCI	99.999
PELV France Holdings S.à r.l	PELV Holdings S.à r.l	100

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PELV Germany Holdings S.à r.l	PELV Holdings S.à r.l	100
PELV Holdings S.à r.l	Pan-European Logistic Venture (Non-TIAA)	100
PELV Lagny	PELV OPCI	0.001
PELV Lagny	PELV France	99.999
PELV OPCI	PELV France Holdings S.à r.l	100
PELV Spain Holdings S. L.	PELV Holdings S.à r.l	100
PELV Villabe	PELV OPCI	0.001
PELV Villabe	PELV France	99.999
Pennmuni-TIAA U.S. Real Estate Fund, LLC	T-C SMA 2, LLC	20
Pennmuni-TIAA U.S. Real Estate Fund, LLC	Pennsylvania Municipal Retirement System	80
Pepper Building Associates LP	T-C Pepper Building GP LLC	0.1
Pepper Building Associates LP	Teachers Insurance and Annuity Association of America	99.9
Pine Tree-SAU Retail Fund, L.L.C.	Pine Tree-SAU Investor 1, L.L.C.	5
Pine Tree-SAU Retail Fund, L.L.C.	Special Account-U, L.P.	95
Plata Wine Partners, LLC	Plata Managers LLC	10
Plata Wine Partners, LLC	Plata Advisors LLC	45
Plata Wine Partners, LLC	The Plata Wine Partners Trust	45
Polar Star Canadian Oil and Gas Holding, Inc.	Oleum Holding Company, Inc.	100
Polar Star Canadian Oil and Gas, Inc.	Polar Star Canadian Oil and Gas Holding, Inc.	100
Prairie Point Complex, L.L.C.	NA Property Fund Holdings, L.L.C.	100
Premiere Agricultural Management International, LLC	Helgram Investments, LLC	13.3333
Premiere Agricultural Management International, LLC	Westchester Group Investment Management, Inc.	86.6667

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Premiere Agricultural Properties, LLC	Ceres Agricultural Properties, LLC	100
Premiere Columbia Properties, LLC	Ceres Agricultural Properties, LLC	100
Premiere Farm Properties, LLC	Ceres Agricultural Properties, LLC	100
Promcat Alternativa, S.L.	Neptune Holding Spain, S.L.	100
Proud Participações S.A.	Cosan S.A. Industria E Comercio	0.01
Proud Participações S.A.	Radar II Propriedades Agrícolas S.A.	100
Provence 110	REA Europe S.a.r.l.	100
Quercus Algoma Corporation	Quercus Forestland Account, LLC	100
Quercus Algoma Land Corporation	Quercus Algoma Corporation	100
Quercus Forestland Account, LLC	Quercus Forestland Advisors, LLC	1
Quercus Forestland Account, LLC	Broadleaf Timberland Investments, LLC	99
Quercus Panama LLC	Quercus Forestland Account, LLC	100
Quercus West Virginia LLC	Quercus Forestland Account, LLC	100
Radar II Propriedades Agrícolas S.A.	Mansilla Participacoes Ltda	34.95
Radar II Propriedades Agrícolas S.A.	Cosan S.A. Industria E Comercio	60.05
Radar Propriedades Agricolas SA	Radar II Propriedades Agrícolas S.A.	15.31
Radar Propriedades Agricolas SA	Cosan S.A. Industria E Comercio	18.92
Radar Propriedades Agricolas SA	Mansilla Participacoes Ltda	65.77
Red Canyon PP Condominium Association, Inc.	T-C Palomino Red Canyon LLC	100
Regency Dell Ranch Apartments, LLC	CASA Grande Investments I, LLC	100
Renaissance Plaza Castle, LLC	Castle-Renaissance, LLC	100
Renewable Timber Europe, LLC	Teachers Insurance and Annuity Association of America	100

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Renewable Timber Netherlands B.V.	Renewable Timber Europe, LLC	100
Renewable Timber Resources LLC	Teachers Insurance and Annuity Association of America	100
Retail Housing IDF, LLC	AGL Life Assurance Company Separate Account GVA 5 (Non TIAA)	100
RGM 42, L.L.C.	Mima Investor Member LLC	70
Rhapsody Fund, L.P.	Symphony Asset Management LLC	0.47
Rittenhouse Apartments, LLC	CASA Partners IV, L.P.	100
River Oaks Apartments, LLC	CASA Partners VI Holdings, LLC	100
Rodgers Creek Vineyard LLC	Silverado WineGrowers, LLC	100
Roosevelt Participation S.à r.l	Cityhold Office Partnership S.à r.l	100
Roppenheim Holding SAS	Neptune OPCI	100
Roppenheim Outlet SNC	Neptune Roppenheim Holding S.à r.l	0.01
Roppenheim Outlet SNC	Roppenheim Holding SAS	99.99
Rue de L' Universite 154	Cityhold Office Partnership S.à r.l	100
Runaway Bay, LLC	CASA Partners IV, L.P.	100
Samambaia Propriedades Agrícolas Ltda	Cosan S.A. Industria E Comercio	0.01
Samambaia Propriedades Agrícolas Ltda	Janus Brasil Participacoes, S.A.	99.99
San Regis, LLC	CASA Partners III, L.P.	100
Santa Barbara Asset Management, LLC	Nuveen Investments, Inc.	100
Santa Fe Ranch, LLC	CASA Grande Investments II, LP	100

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SARL Des Brateaux	Villabe SAS	100
SARL Servin (Holding)	Bruyeres II SAS	100
SAS Malachite	TIAA Lux 9 S.a.r.l.	100
SAS Roosevelt	Cityhold Office Partnership S.à r.l	100
ScanTech Sciences, Inc.	Occator Agricultural Properties, LLC	12.5
Seneca Industrial Holdings, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
SHF-33D North Apts, LLC	CASA Student Housing Fund Holdings, LLC	100
SHF-Millennium One Apts, LLC	CASA Student Housing Fund Holdings, LLC	100
SHF-The Rocks Apts, LLC	CASA Student Housing Fund Holdings, LLC	100
Silk Road Holdings Pte. Ltd.	China Designer Outlet Mall SA	7.5
Silverado Gonzales Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Los Alamos Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Monterey Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Premium Properties, LLC	Dionysus Properties, LLC	100
Silverado SLO Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Sonoma Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Suscol, LLC	Silverado WineGrowers, LLC	100
Silverado Sweetwater Vineyards, LLC	Silverado Premium Properties, LLC	100
Silverado Winegrowers Holdings, LLC	Dionysus Properties, LLC	100
Silverado WineGrowers, LLC	Silverado Winegrowers Holdings, LLC	100
Silverhill Winchester 1 Limited	Winchester Silverhill Limited	100
Silverhill Winchester 2 Limited	Silverhill Winchester 1 Limited	100

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Silverwood Apartments, LLC	CASA Grande Investments II, LP	100
SNC Garnet-TIAA	TIAA Lux 9 S.a.r.l.	0.01
SNC Garnet-TIAA	SAS Malachite	99.99
SNC La Défense	TIAA Lux 9 S.a.r.l.	0.01
SNC La Défense	SAS Malachite	99.99
SNC Lazuli	TIAA Lux 9 S.a.r.l.	0.01
SNC Lazuli	SAS Malachite	99.99
SNC Péridot	TIAA Lux 9 S.a.r.l.	0.01
SNC Péridot	SAS Malachite	99.99
SNC Roosevelt	Roosevelt Participation S.à r.l	0.01
SNC Roosevelt	SAS Roosevelt	99.99
Social Infra, LLC	Teachers Insurance and Annuity Association of America	100
Special Account-U, L.P.	Global Investors GP, L.L.C.	0.01
Special Account-U, L.P.	Utah State Retirement Investment Fund - Non TIAA	99.99
SPP Napa Vineyards, LLC	Silverado Premium Properties, LLC	100
Springing Druid, Inc.	CASA Partners V Holdings, L.L.C.	100
SSF-1 LLC	Symphony Specialty Finance LLC	46.16
Stage Gulch Ridge Vineyard, LLC	Silverado WineGrowers, LLC	100
Stanly Ranch Vineyards, LLC	Silverado Premium Properties, LLC	100

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Stonegate Complex GP, L.L.C.	NA Property Fund Holdings, L.L.C.	100
Stonegate Complex, L.P.	Stonegate Complex GP, L.L.C.	0.01
Stonegate Complex, L.P.	NA Property Fund Holdings, L.L.C.	99.99
Strategic Commodities Fund, Ltd.	Gresham Investment Management LLC	0.0099
Strategic Commodities Fund, Ltd.	Non-TIAA Owners	99.9901
Sugarloaf East Vineyard, LLC	Global AG Properties II USA LLC	100
Sugarloaf Vineyard, LLC	Global AG Properties USA LLC	100
Sunpointe Cove, LLC	CASA Grande Investments II, LP	100
Suscol Mountain Vineyards, LLC	Silverado Premium Properties, LLC	100
Sweden Nova Lund 1 AB	T-C Nordics Investment AB	100
Sweden Nova Lund 2 AB	T-C Nordics Investment AB	100
SWG Delta Vineyards, LLC	Silverado WineGrowers, LLC	100
SWG Paso Vineyards, LLC	Silverado WineGrowers, LLC	100
Symphony Asset Management LLC	Nuveen Investments Holdings, Inc.	49
Symphony Asset Management LLC	Nuveen Investments, Inc.	51
Symphony CLO Opportunities Master Fund, L.P.	Symphony Asset Management LLC	0.19
Symphony CLO Opportunities Master Fund, L.P.	Non-TIAA 3rd Party LPs	99.81
Symphony Specialty Finance LLC	Nuveen Investments, Inc.	46.16
T-C 101 Miller Street Holding Company LLC	Teachers Insurance and Annuity Association of America	100

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T-C 101 Miller Street LLC	T-C 101 Miller Street Holding Company LLC	100
T-C 1101 Pennsylvania Avenue LLC	T-C GA Real Estate Holdings LLC	100
T-C 1101 Pennsylvania Avenue Owner LLC	Reit Shareholders	0.1
T-C 1101 Pennsylvania Avenue Owner LLC	T-C 1101 Pennsylvania Avenue Venture LLC	99.9
T-C 1101 Pennsylvania Avenue Venture LLC	NBIM Woodrow Evening Star WDC LLC	49.9
T-C 1101 Pennsylvania Avenue Venture LLC	T-C 1101 Pennsylvania Avenue LLC	50.1
T-C 1500 Owens, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 1608 Chestnut General Partner LLC	U.S. Cities Fund Operating LP	100
T-C 1608 Chestnut Limited Partner LLC	U.S. Cities Fund Operating LP	100
T-C 1619 Walnut Street GP LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 2 Herald Square Member LLC	T-C GA Real Estate Holdings LLC	100
T-C 2 Herald Square Owner LLC	Reit Shareholders	0.1
T-C 2 Herald Square Owner LLC	T-C 2 Herald Square Venture LLC	99.9
T-C 2 Herald Square Venture LLC	NBIM Woodrow	49.9
T-C 2 Herald Square Venture LLC	T-C 2 Herald Square Member LLC	50.1
T-C 20 Hunter Street (AUS) Pty Ltd	Teachers Insurance and Annuity Association of America	100
T-C 20 Hunter Street (AUS) Trust	T-C 20 Hunter Street (US) LLC	100
T-C 20 Hunter Street (US) LLC	Teachers Insurance and Annuity Association of America	100
T-C 200 Milik Street LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 200 W 72nd Street LLC	T-C SP, Inc.	0
T-C 200 W 72nd Street LLC	Teachers REA, LLC	100
T-C 225 Binney, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100

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T-C 2300 Broadway LLC	T-C GA Real Estate Holdings LLC	100
T-C 33 Arch Street LLC	Reit Shareholders	0.1
T-C 33 Arch Street LLC	T-C 33 Arch Street Venture LLC	99.9
T-C 33 Arch Street Member LLC	T-C GA Real Estate Holdings LLC	100
T-C 33 Arch Street Venture LLC	NBIM Woodrow 33 Arch St Bos LLC	49.9
T-C 33 Arch Street Venture LLC	T-C 33 Arch Street Member LLC	50.1
T-C 3333 Wisconsin Avenue, LLC	U.S. Cities Fund Operating LP	100
T-C 40 Broad Street LLC	U.S. Cities Fund Operating LP	100
T-C 400 Montgomery, LLC	Teachers Insurance and Annuity Association of America	100
T-C 401 West 14th Street Member LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 425 Park Avenue LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 430 West 15th Street LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 470 Park Avenue South Member LLC	T-C GA Real Estate Holdings LLC	100
T-C 470 Park Avenue South Owner LLC	Reit Shareholders	0.1
T-C 470 Park Avenue South Owner LLC	T-C 470 Park Avenue South Venture LLC	99.9
T-C 470 Park Avenue South Venture LLC	NBIM Woodrow 470 PAS NYC LLC	49.9
T-C 470 Park Avenue South Venture LLC	T-C 470 Park Avenue South Member LLC	50.01
T-C 475 Fifth Avenue LLC	Reit Shareholders	0.1
T-C 475 Fifth Avenue LLC	T-C 475 Fifth Avenue Venture LLC	99.9
T-C 475 Fifth Avenue Member LLC	T-C GA Real Estate Holdings LLC	100
T-C 475 Fifth Avenue Venture LLC	NBIM Woodrow 475 Fifth Ave NYC LLC	49.9
T-C 475 Fifth Avenue Venture LLC	T-C 475 Fifth Avenue Member LLC	50.1

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T-C 4th & Madison LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 501 Boylston Street LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 51 Sleeper Street LLC	U.S. Cities Fund Operating LP	100
T-C 526 Route 46 LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C 55 Second Street, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 636 Sixth Avenue Retail LLC	U.S. Cities Fund Operating LP	100
T-C 680 Belleville LLC	TIAA Realty, LLC	100
T-C 685 Third Avenue LLC	T-C 685 Third Avenue Venture LLC	100
T-C 685 Third Avenue Member LLC	Teachers Insurance and Annuity Association of America	100
T-C 685 Third Avenue Venture LLC	The Future Fund Board of Guardians as Beneficial Investor	49.99
T-C 685 Third Avenue Venture LLC	T-C 685 Third Avenue Member LLC	50.01
T-C 699 Bourke Street LLC	Teachers Insurance and Annuity Association of America	100
T-C 701 Brickell LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C 77 Central LLC	Teachers Insurance and Annuity Association of America	100
T-C 780 Third Avenue Member LLC	Teachers REA, LLC	100
T-C 780 Third Avenue Owner LLC	T-C 780 Third Avenue Member LLC	100
T-C 800 17th Street NW Member LLC	T-C GA Real Estate Holdings LLC	100
T-C 800 17th Street NW Owner LLC	125 REIT Preferred Members	0.1
T-C 800 17th Street NW Owner LLC	T-C 800 17th Street NW Venture LLC	99.9
T-C 800 17th Street NW Venture LLC	NBIM Woodrow	49.9
T-C 800 17th Street NW Venture LLC	T-C 800 17th Street NW Member LLC	50.1
T-C 888 Brannan Member LLC	T-C GA Real Estate Holdings LLC	100

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T-C 888 Brannan Owner LLC	T-C 888 Brannan Venture LLC	100
T-C 888 Brannan TRS LLC	T-C 888 Brannan Owner LLC	100
T-C 888 Brannan Venture LLC	NBIM Woodrow 888 Brannan LLC	49.9
T-C 888 Brannan Venture LLC	T-C 888 Brannan Member LLC	50.1
T-C 919 N. Michigan Avenue Retail LLC	T-C GA Real Estate Holdings LLC	100
T-C Ashford Meadows LLC	T-C SP, Inc.	0
T-C Ashford Meadows LLC	Teachers REA, LLC	100
T-C Ashton Judiciary LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Aspira LLC	T-C GA Real Estate Holdings LLC	100
T-C Australia RE Holdings I, LLC	Teachers Insurance and Annuity Association of America	100
T-C Australia RE Holdings II, LLC	T-C Australia RE Holdings I, LLC	100
T-C Barton Springs LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Century Plaza LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Charleston Plaza, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Copley, LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Coronado LLC	U.S. Cities Fund REIT LLC	100
T-C Cypress Park West LLC	U.S. Cities Fund Operating LP	100
T-C Des Peres Corners LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Ellington, LLC	U.S. Cities Fund Operating LP	100
T-C Europe Holding, Inc.	Teachers Insurance and Annuity Association of America	100
T-C Europe S.à.r.l.	T-C Europe, LP	100
T-C Europe, LP	T-C Europe Holding, Inc.	1

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T-C Europe, LP	Teachers Insurance and Annuity Association of America	99
T-C Fairway Center II LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Falls Center Townhouses LLC	U.S. Cities Fund Operating LP	100
T-C Five Oaks LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Forum At Carlsbad LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Foundry Square II Member LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Foundry Square II Owner LLC	Reit Shareholders	0.1
T-C Foundry Square II Owner LLC	T-C Foundry Square II Venture LLC	99.9
T-C Foundry Square II Venture LLC	NBIM Woodrow	49.9
T-C Foundry Square II Venture LLC	T-C Foundry Square II Member LLC	50.1
T-C Four Oaks General Partner LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Four Oaks Place LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Franklin Square Member LLC	T-C GA Real Estate Holdings LLC	100
T-C Franklin Square Venture LLC	T-C Franklin Square Member LLC	50.1
T-C GA Real Estate Holdings LLC	Teachers Insurance and Annuity Association of America	100
T-C Hall of States Member LLC	T-C GA Real Estate Holdings LLC	100
T-C Hall Of States Owner LLC	125 REIT Preferred Members	0.1
T-C Hall Of States Owner LLC	T-C Hall Of States Venture LLC	99.9
T-C Hall Of States Venture LLC	NBIM Woodrow	49.9
T-C Hall Of States Venture LLC	T-C Hall of States Member LLC	50.1
T-C H-T REIT LLC	T-C H-T Venture LLC	100
T-C H-T Venture LLC	T-C HV Member LLC	51

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T-C HV Member LLC	Teachers Insurance and Annuity Association of America	100
T-C Illinois Street, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C International Plaza Investor GP LLC	T-C International Plaza Reit LLC	100
T-C International Plaza Investor LP LLC	T-C International Plaza Reit LLC	100
T-C International Plaza Reit LLC	Reit Shareholders	0.1
T-C International Plaza Reit LLC	T-C Super Regional Mall Venture LLC	99.9
T-C JK I LLC	Teachers Insurance and Annuity Association of America	100
T-C JK II LLC	Teachers Insurance and Annuity Association of America	100
T-C King Street Station LLC	U.S. Cities Fund Operating LP	100
T-C Kings Crossing LLC	T-C GA Real Estate Holdings LLC	100
T-C Las Vegas Retail Investor LLC	T-C Las Vegas Retail REIT LLC	100
T-C Las Vegas Retail REIT LLC	T-C Super Regional Mall Venture LLC	100
T-C Legacy At Westwood LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Legacy Place Member LLC	T-C GA Real Estate Holdings LLC	100
T-C Legend At Kierland LLC	T-C SP, Inc.	0
T-C Legend At Kierland LLC	Teachers REA, LLC	100
T-C Lux Fund Holdings LLC	Teachers Insurance and Annuity Association of America	100
T-C Lux Investments GP S.a r.l.	TH RE Group Holdings Limited	100
T-C Lux Investments Special Limited Partnership	T-C Lux Investments GP S.a r.l.	100
T-C Luxembourg Neptune Holding S.à r.l.	T-C Europe S.à r.l	100
T-C Mass Court, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Meraville S.r.l.	ECF Italian Venture S.à r.l	100

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T-C Midwest REIT LLC	Reit Shareholders	0.2
T-C Midwest REIT LLC	T-C Super Regional Mall Venture LLC	99.8
T-C Midwest Retail LLC	T-C Midwest REIT LLC	100
T-C Montecito LLC	T-C SP, Inc.	0
T-C Montecito LLC	Teachers REA, LLC	100
T-C Montgomery Mall LLC	T-C Montgomery Mall REIT LLC	100
T-C Montgomery Mall REIT LLC	Reit Shareholders	0.2
T-C Montgomery Mall REIT LLC	T-C Super Regional Mall Venture LLC	99.8
T-C Mt. Ommaney Centre Holding Company LLC	Teachers Insurance and Annuity Association of America	100
T-C Mt. Ommaney Centre LLC	T-C Mt. Ommaney Centre Holding Company LLC	100
T-C Mt. Ommaney Centre LLC	Teachers Insurance and Annuity Association of America	100
T-C Neptune Holdings S.à r.l.	T-C Luxembourg Neptune Holding S.à r.l.	100
T-C Neuperlach Development S.a.r.l.	SAS PIAL 34 (Non-TIAA)	49
T-C Neuperlach Development S.a.r.l.	ND Europe S.a.r.l.	51
T-C Newbury Common LLC	U.S. Cities Fund Operating LP	100
T-C Nordics Investment AB	Nightingale LuxCo S.à r.l.	100
T-C Ocean Air LLC	TCAM Core Property Fund REIT 2 LLC	100
T-C Palatine LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Palomino Blue Ridge LLC	T-C SP, Inc.	0
T-C Palomino Blue Ridge LLC	Teachers REA, LLC	100
T-C Palomino Green River LLC	T-C SP, Inc.	0
T-C Palomino Green River LLC	Teachers REA, LLC	100

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T-C Palomino Red Canyon LLC	T-C SP, Inc.	0
T-C Palomino Red Canyon LLC	Teachers REA, LLC	100
T-C Park 19 LLC	U.S. Cities Fund Operating LP	100
T-C Pearl Reit 2 LLC	T-C U.S. Super Regional Mall Fund LP	99.9
T-C PEP Asset S.a.r.l.	T-C PEP Holding S.à r.l	100
T-C PEP Holding S.à r.l	SAS PIAL 34 (Non-TIAA)	49
T-C PEP Holding S.à r.l	ND Europe S.a.r.l.	51
T-C PEP Property S.a.r.l.	T-C PEP Holding S.à r.l	100
T-C Pepper Building GP LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Phoenician LLC	T-C SP, Inc.	0
T-C Phoenician LLC	Teachers REA, LLC	100
T-C Port Northwest Development LLC	TIAA Realty, LLC	100
T-C Potomac Promenade LLC	U.S. Cities Fund Operating LP	100
TC Rancho Cucamonga LLC	Teachers REA, LLC	100
T-C RDC, LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C REA 400 Fairview Investor LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Regents Court LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Republic Square Member LLC	T-C GA Real Estate Holdings LLC	100
T-C Republic Square Mezzanine LLC	T-C Republic Square Reit LLC	100
T-C Republic Square Owner LLC	T-C Republic Square Mezzanine LLC	100
T-C Republic Square Reit LLC	125 REIT Preferred Members	0.01
T-C Republic Square Reit LLC	T-C Republic Square Venture LLC	99.9

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T-C Republic Square Venture LLC	T-C Republic Square Member LLC	50.1
T-C Roosevelt Square LLC	U.S. Cities Fund Operating LP	100
T-C San Montego TX LLC	T-C SP, Inc.	0
T-C San Montego TX LLC	Teachers REA, LLC	100
T-C Savier Street Flats LLC	U.S. Cities Fund Operating LP	100
T-C SBMC Joint Venture LLC	Teachers Insurance and Annuity Association of America	100
T-C Scripps Ranch LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Shoppes At Monarch Lakes LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C SMA 2, LLC	Teachers Insurance and Annuity Association of America	100
T-C SMA I, LLC	Teachers Insurance and Annuity Association of America	100
T-C SMA III, LLC	Teachers Insurance and Annuity Association of America	100
T-C Southside At Mcewen Retail LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C SP, Inc.	Teachers REA, LLC	100
T-C State House On Congress Apartments LLC	U.S. Cities Fund Operating LP	100
T-C Stonecrest LLC	U.S. Cities Fund Operating LP	100
T-C Super Regional Mall Venture LLC	Starllam, LLC	49.98689
T-C Super Regional Mall Venture LLC	TIAA Super Regional Mall Member Sub LLC	50.01311
T-C The Caruth LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C The Colorado LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C The Edge At Flagler Village LLC	Teachers Insurance and Annuity Association of America	100
T-C The Manor at Flagler Village LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C The Manor LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100

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T-C Tradition At Kierland LLC	T-C SP, Inc.	0
T-C Tradition At Kierland LLC	Teachers REA, LLC	100
T-C Trio Apartments LLC	U.S. Cities Fund Operating LP	100
T-C U.S. Super Regional Mall Fund Gp LLC	TIAA Alternative Holdings, LLC	100
T-C U.S. Super Regional Mall Fund LP	T-C U.S. Super Regional Mall Fund Gp LLC	0
T-C U.S. Super Regional Mall Fund LP	T-C Mall Fund Initial Limited Partner LLC	100
T-C UK RE Holdings I, LLC	Teachers Insurance and Annuity Association of America	100
T-C UK RE Holdings II, LLC	T-C UK RE Holdings I, LLC	100
T-C UK RE Holdings III, LLC	T-C UK RE Holdings II, LLC	100
T-C Uptown Apartments, LLC	Pennmuni-TIAA U.S. Real Estate Fund, LLC	100
T-C Valencia Town Center General Partner LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Valencia Town Center Limited Partner LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
T-C Waterford Blue Lagoon General Partner LLC	Teachers Insurance and Annuity Association of America	100
T-C Waterford Blue Lagoon LLC	Teachers Insurance and Annuity Association of America	100
T-C Wisconsin Place Member LLC	Teachers REA, LLC	100
T-C Wisconsin Place Owner LLC	T-C Wisconsin Place Member LLC	100
TCAM Core Property Fund REIT 2 LLC	U.S. Cities Fund Operating LP	100
TCAM DOF GP LLC	TIAA-CREF LPHC, LLC	100
TCAS Global Investments LLC	TIAA-CREF Alternatives Services, LLC	100
TCAS Global Investments LLC	TIAA-CREF Alternatives Services, LLC	100
TCGA BT AIV, LLC	TIAA Alternative Holdings, LLC	100
TCGA II Investor Fund GP LLC	TIAA Alternative Holdings, LLC	100

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TCGA Investor Fund GP LLC	TIAA Alternative Holdings, LLC	100
TCPC Associates, LLC	485 Properties, LLC	100
TCT Holdings, Inc.	Teachers Insurance and Annuity Association of America	100
Teachers Advisors, LLC	TIAA Asset Management Finance Company, LLC	100
Teachers Insurance and Annuity Association of America	TIAA Board Of Overseers	100
Teachers Mayflower, LLC	Teachers Insurance and Annuity Association of America	100
Teachers Personal Investors Services, Inc.	TIAA-CREF Asset Management LLC	100
Teachers REA II, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
Teachers REA, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TEFF Holdco LLC	Teachers Insurance and Annuity Association of America	100
TEFF Holding Sarl	TIAA European Farmland Fund LP	100
TEFF Investments BV	TEFF Holding Sarl	100
Tellus Bahia Propriedades Agrícolas Ltda.	Cosan S.A. Industria E Comercio	0.0001
Tellus Bahia Propriedades Agrícolas Ltda.	Tellus Brasil Participações S.A.	99.9999
Tellus Brasil Participações S.A.	Radar Propriedades Agricolas SA	0.0279
Tellus Brasil Participações S.A.	Nova Gaia Brasil Participaco Ltda.	0.4736
Tellus Brasil Participações S.A.	Terraviva Brasil Participacoes Ltda.	48.8986
Tellus Brasil Participações S.A.	Cosan S.A. Industria E Comercio	50.5999
Terra do Sol Propriedades Agrícolas S.A.	Cosan S.A. Industria E Comercio	0.0003
Terra do Sol Propriedades Agrícolas S.A.	Tellus Brasil Participações S.A.	99.9997
Terra Land Company	Westchester Group Investment Management, Inc.	100
Terra Ventosa Vineyards, LLC	Silverado Premium Properties, LLC	100

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Terrainvest Propriedades Agrícolas S.A.	Cosan S.A. Industria E Comercio	0.0004
Terrainvest Propriedades Agrícolas S.A.	Tellus Brasil Participações S.A.	99.9996
Terras da Ponte Alta S.A.	Cosan S.A. Industria E Comercio	0.01
Terras da Ponte Alta S.A.	Radar Propriedades Agricolas SA	99.99
Terraviva Brasil Participacoes Ltda.	TIAA-CREF Global Agriculture BR, LLC	0.01
Terraviva Brasil Participacoes Ltda.	Nova Gaia Brasil Participaco Ltda.	99.99
TGA 299 Franklin LLC	Teachers Insurance and Annuity Association of America	100
TGA 70 Federal Street LLC	Teachers Insurance and Annuity Association of America for the benifit of its Separate Real Estate Account	100
TGA Japan Holdings, LLC	Teachers Insurance and Annuity Association of America	100
TGAM Agribusiness Fund GP LLC	AGR Partners LLC	100
TGAM Agribusiness Fund LP	Christine Taylor	0
TGAM Agribusiness Fund LP	Heather Davis	0.02
TGAM Agribusiness Fund LP	John Leland MacCarthy Revocable Trust	0.04
TGAM Agribusiness Fund LP	Jose Minaya	0.04
TGAM Agribusiness Fund LP	John S. Goodreds	0.06
TGAM Agribusiness Fund LP	2007 Knudsen Family Trust Dated 8.16.07	0.14
TGAM Agribusiness Fund LP	Teachers Insurance and Annuity Association of America	99.7
TGAM APAC LLC	TGAM Subsidiary HC LLC	33.3333
TGAM APAC LLC	TIAA International Subsidary HC LLC	33.3333
TGAM APAC LLC	TIAA-CREF International Holdings LLC	33.3333
TGAM Asia LLC	TGAM Subsidiary HC LLC	33.3333
TGAM Asia LLC	TIAA International Subsidary HC LLC	33.3333

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TGAM Asia LLC	TIAA-CREF International Holdings LLC	33.3333
TGAM Churchill Fund GP LLC	Churchill Asset Management LLC	100
TGAM Churchill Middle Market Senior Loan Fund, LP	Teachers Insurance and Annuity Association of America	50
TGAM Churchill Middle Market Senior Loan Fund, LP	TGAM Churchill Fund GP LLC	50
TGAM Churchill Middle Market Senior Loan Fund, Offshore LP	Teachers Insurance and Annuity Association of America	50
TGAM Churchill Middle Market Senior Loan Fund, Offshore LP	TGAM Churchill Fund GP LLC	50
TGAM HK HC LLC	TGAM APAC LLC	25
TGAM HK HC LLC	TGAM Asia LLC	25
TGAM HK HC LLC	TIAA International APAC LLC	25
TGAM HK HC LLC	TIAA International Asia LLC	25
TGAM Services, LLC	TIAA Global Asset Management LLC	100
TGAM Subsidiary HC LLC	TIAA-CREF International Holdings LLC	100
TH Property Holdings, L.L.C.	TIAA Alternative Holdings, LLC	100
TH RE Administration Limited	TIAA Henderson Real Estate Limited	100
TH RE Administration US LLC	TH RE US Holdings LLC	100
TH RE AIFM Group Limited	TIAA Henderson Real Estate Limited	100
TH RE Corporate Secretarial Services Limited	TH RE Group Holdings Limited	100
TH RE FCACO Limited	TIAA Henderson Real Estate Limited	100
TH RE Group Holdings Limited	TIAA Henderson Real Estate Limited	100
TH RE Italy S.r.I	TH RE Group Holdings Limited	100
TH RE Operations Limited	TH RE Group Holdings Limited	100
TH RE US Holdings LLC	TH RE US Limited	100

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TH RE US Limited	TIAA Henderson Real Estate Limited	100
TH Real Estate (Australia) Limited	TH RE Group Holdings Limited	100
TH Real Estate (France) SAS	TH RE Group Holdings Limited	100
TH Real Estate Global LLC	TIAA Alternative Holdings, LLC	100
TH Real Estate Limited	TH RE Group Holdings Limited	100
TH Real Estate PELV GP S.à r.l	TH RE Group Holdings Limited	100
TH Real Estate US LLC	TH RE US Holdings LLC	100
The ETAP Fund, LLC	Gresham Investment Management LLC	0
The ETAP Fund, Ltd.	Gresham Investment Management LLC	0
The ETAP Fund, Ltd.	Non-TIAA 3rd Party LPs	100
The ETAP Master Fund, Ltd.	Gresham Asset Management LLC	0.0036
The ETAP Master Fund, Ltd.	Non-TIAA Owners	99.9964
The Flats 130 DC Residential LLC	The Flats Holding Company LLC	100
The Flats 140 DC Residential LLC	The Flats Holding Company LLC	100
The Flats DC Grocery LLC	The Flats Holding Company LLC	100
The Flats Holding Company LLC	T-C GA Real Estate Holdings LLC	100
The Gresham A+ Fund LLC	Gresham Investment Management LLC	0.01
The Gresham A+ Fund, Ltd.	Gresham Investment Management LLC	0.0086
The Gresham A+ Fund, Ltd.	Non-TIAA Owners	99.9914
The Gresham A+ Master Fund, Ltd.	Gresham Asset Management LLC	0.01
The Gresham A+ Master Fund, Ltd.	Non-TIAA Owners	99.99
The Gresham DJF CommodityBuilder Fund, LLC	Gresham Investment Management LLC	0.0009

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The Gresham EJ Fund, Ltd.	Gresham Investment Management LLC	0
The Gresham EJ Fund, Ltd.	Non-TIAA Owners	100
The Gresham EJ Master Fund, Ltd.	Gresham Asset Management LLC	0.004
The Gresham EJ Master Fund, Ltd.	Non-TIAA Owners	99.996
The Gresham G+ Fund, LLC	Gresham Investment Management LLC	0.03
The Gresham G+ Fund, Ltd.	Gresham Investment Management LLC	0.06
The Gresham G+ Fund, Ltd.	Non-TIAA Owners	99.94
The Gresham G+ Master Fund, Ltd.	Gresham Asset Management LLC	0.0291
The Gresham G+ Master Fund, Ltd.	Non-TIAA Owners	99.9709
The Gresham Gold Plus Fund, Ltd.	Gresham Investment Management LLC	0
The Gresham Gold Plus Fund, Ltd.	Non-TIAA Owners	100
The Gresham MTAP Commodity Builder Fund, LLC	Gresham Investment Management LLC	0.01
The Gresham Qualifying Investor Funds PLC	Gresham Investment Management LLC	0
The Grove Apartments, LLC	CASA Grande Investments I, LLC	100
The Lantern Apartments LLC	CASA Grande Investments I, LLC	100
The Louis DC Residential LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
The Onshore ETAP Fund, L.L.C.	Gresham Investment Management LLC	0.0043
The Onshore Gresham A+ Fund, LLC	Gresham Investment Management LLC	0
The Plata Wine Partners Trust	Westchester Group Investment Management, Inc.	100
The Pointe At Chapel Hill Apartments, LLC	CASA Partners IV, L.P.	100
The Strategic Commodities Fund II LLC	Gresham Investment Management LLC	0.0149
The Strategic Commodities Fund LLC	Gresham Investment Management LLC	0.0099

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The Strategic Commodities Master Fund, Ltd.	Gresham Investment Management LLC	0.0016
The Strategic Commodities Master Fund, Ltd.	Non-TIAA Owners	99.9984
The TAP CommodityBuilder Fund, L.L.C.	Gresham Investment Management LLC	0.0042
The Tap Fund, LLC	Gresham Investment Management LLC	0.0016
The TAP Fund, Ltd.	Gresham Investment Management LLC	0
The TAP Fund, Ltd.	Non-TIAA Owners	100
The Tap Master Fund Ltd.	Gresham Investment Management LLC	0.0032
The Tap Master Fund Ltd.	Non-TIAA Owners	99.9968
The TAP WP Fund, LLC	Gresham Investment Management LLC	0.11
The TAP WP Master Fund, Ltd.	Gresham Investment Management LLC	100
The Tradewinds Institutional Investment Trust	Tradewinds Global Investors, LLC	0
The Woodley DC Residential LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
THRE Australia Real Estate Pty. Ltd.	TH Real Estate (Australia) Limited	100
THRE Global Investments LLC	485 Properties, LLC	100
THRE Melbourne Retail Asset 1 Pty. Ltd.	THRE Melbourne Retail Holding 1 Pty. Ltd.	100
THRE Melbourne Retail Holding 1 Pty. Ltd.	TH Real Estate (Australia) Limited	100
TIAA 485 Boca 54 LLC	485 Properties, LLC	100
TIAA 485 Clarendon, LLC	485 Properties, LLC	100
TIAA Alternative Holdings, LLC	TIAA-CREF Asset Management LLC	100
TIAA Asset Management Finance Company, LLC	TIAA Global Asset Management LLC	100
TIAA Australia Real Estate Trust	T-C Australia RE Holdings II, LLC	0.01
TIAA Australia Real Estate Trust	T-C Australia RE Holdings I, LLC	99.99

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TIAA Churchill Middle Market CLO I Ltd.	Maples FS Limited	100
TIAA Churchill Middle Market CLO II Ltd.	Maples FS Limited	100
TIAA CLO I LLC	TIAA CLO I, Ltd.	100
TIAA CLO I, Ltd.	Maples FS Limited	100
TIAA CMBS I Trust	TIAA CMBS I, LLC	100
TIAA CMBS I, LLC	Charisse Rodgers	0
TIAA CMBS I, LLC	Mark Serlen	0
TIAA CMBS I, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Diamond Investor, LLC	Diamond Managers, L.P.	0.001
TIAA Diamond Investor, LLC	Teachers Insurance and Annuity Association of America	99.999
TIAA Diversified Public Investments, LLC	Teachers Insurance and Annuity Association of America	100
TIAA European Farmland Fund GP LP	TEFF Holdco LLC	50
TIAA European Farmland Fund GP LP	TIAA-CREF Alternatives Services, LLC	50
TIAA European Farmland Fund LP	TEFF Holdco LLC	50
TIAA European Farmland Fund LP	TIAA European Farmland Fund GP LP	50
TIAA Florida Mall, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TIAA Franklin Square, LLC	Reit Shareholders	0.1
TIAA Franklin Square, LLC	T-C Franklin Square Venture LLC	99.9
TIAA GBS Holding LLC	Teachers Insurance and Annuity Association of America	100
TIAA GBS Singapore Holding Company Pte. Ltd.	TIAA GBS Holding LLC	100
TIAA Gemini Office, LLC	485 Properties, LLC	100
TIAA Global AG Holdco LLC	Teachers Insurance and Annuity Association of America	100

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TIAA Global AG II Special Member LLC	TIAA-CREF Asset Management LLC	100
TIAA Global AG Special Member LLC	TIAA Alternative Holdings, LLC	100
TIAA Global Asset Management Australia Pty Ltd	TIAA-CREF International Holdings LLC	100
TIAA Global Asset Management Hong Kong Limited	TGAM HK HC LLC	100
TIAA Global Asset Management LLC	Teachers Insurance and Annuity Association of America	100
TIAA Global Asset Management London Limited	TIAA-CREF International Holdings LLC	100
TIAA Global Business Services (India) Private Limited	TIAA GBS Singapore Holding Company Pte. Ltd.	99
TIAA Global Equity Income, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Global Public Investments, LLC	Teachers Insurance and Annuity Association of America	100
TIAA GTR Holdco LLC	Teachers Insurance and Annuity Association of America	100
TIAA Henderson Investment Consulting (Shanghai) Co., Ltd	TH RE Group Holdings Limited	100
TIAA Henderson Real Estate Enhanced Debt (GP) S.à.r.l.	TH RE Group Holdings Limited	100
TIAA Henderson Real Estate Enhanced Debt Fund SCSp-SIF	TIAA Henderson Real Estate Enhanced Debt (GP) S.à.r.l.	100
TIAA Henderson Real Estate Limited	TIAA International Holdings 1 Limited	1
TIAA Henderson Real Estate Limited	TIAA International Holdings 3 Limited	99
TIAA Infrastructure Investments, LLC	Teachers Insurance and Annuity Association of America	100
TIAA International APAC LLC	TGAM Subsidiary HC LLC	33.3333
TIAA International APAC LLC	TIAA International Subsidary HC LLC	33.3333
TIAA International APAC LLC	TIAA-CREF International Holdings LLC	33.3333
TIAA International Asia LLC	TGAM Subsidiary HC LLC	33.3333
TIAA International Asia LLC	TIAA International Subsidary HC LLC	33.3333
TIAA International Asia LLC	TIAA-CREF International Holdings LLC	33.3333

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TIAA International Holdings 1 Limited	TIAA-CREF International Holdings LLC	100
TIAA International Holdings 2 Limited	TIAA-CREF International Holdings LLC	100
TIAA International Holdings 3 Limited	TIAA International Holdings 2 Limited	100
TIAA International Subsidary HC LLC	TIAA-CREF International Holdings LLC	100
TIAA Lux 11 S.a.r.l.	SAS PIAL 34 (Non-TIAA)	49
TIAA Lux 11 S.a.r.l.	ND Europe S.a.r.l.	51
TIAA Lux 5 S.a.r.l.	SAS PIAL 34 (Non-TIAA)	49
TIAA Lux 5 S.a.r.l.	ND Properties, Inc.	51
TIAA Lux 8 S.a.r.l.	Chapone S.à r.l (AP1)	3
TIAA Lux 8 S.a.r.l.	Chaptwo S.à r.l (AP2)	3
TIAA Lux 8 S.a.r.l.	ND Europe Office Holding S.à r.l	6
TIAA Lux 8 S.a.r.l.	Cityhold Office Partnership S.à r.l	88
TIAA Lux 9 S.a.r.l.	ND Europe S.a.r.l.	100
TIAA Melbourne Retail Asset 1 Trust	TIAA Melbourne Retail Holding 1 Trust	100
TIAA Melbourne Retail Holding 1 Trust	TIAA Australia Real Estate Trust	100
TIAA Miami International Mall, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TIAA Oil And Gas Investments, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Park Evanston, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Realty, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Separate Account VA-1 (VA-1)	Teachers Insurance and Annuity Association of America	100
TIAA SF One, LLC	Donald J. Puglisi	0
TIAA SF One, LLC	Teachers Insurance and Annuity Association of America	100

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TIAA SMA Strategies LLC	Teachers Insurance and Annuity Association of America	100
TIAA Stafford-Harrison LLC	ND Properties, Inc.	100
TIAA Super Regional Mall Member Sub LLC	Teachers Insurance and Annuity Association of America	100
TIAA SynGas, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Timberlands I, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Timberlands II, LLC	Teachers Insurance and Annuity Association of America	100
TIAA Union Place Phase I, LLC	Teachers Insurance and Annuity Association of America	100
TIAA West Town Mall, LLC	Teachers REA, LLC	100
TIAA Wind Investments LLC	TIAA Oil And Gas Investments, LLC	100
TIAA-CPPIB Commercial Mortgage Company REIT LLC	Reit Shareholders	0.01
TIAA-CPPIB Commercial Mortgage Company REIT LLC	TIAA-CPPIB Commercial Mortgage Company, L.P.	99.99
TIAA-CPPIB Commercial Mortgage Company, L.P.	T-C SMA III, LLC	1
TIAA-CPPIB Commercial Mortgage Company, L.P.	CPPIB Real Estate Debt Investments Inc.	49
TIAA-CPPIB Commercial Mortgage Company, L.P.	Teachers Insurance and Annuity Association of America	50
TIAA-CREF Alternatives Advisors, LLC	TIAA Alternative Holdings, LLC	100
TIAA-CREF Alternatives Services, LLC	TIAA Alternative Holdings, LLC	100
TIAA-CREF Asset Management Distressed Opportunities Fund, L.P.	TCAM DOF GP LLC	0.0007
TIAA-CREF Asset Management Distressed Opportunities Fund, L.P.	ASF IV Central Limited	49.9996
TIAA-CREF Asset Management Distressed Opportunities Fund, L.P.	Teachers Insurance and Annuity Association of America	49.9996
TIAA-CREF Asset Management LLC	TIAA Global Asset Management LLC	100
TIAA-CREF Asset Management UK Limited	TH RE FCACO Limited	100
TIAA-CREF Global Agriculture BR, LLC	TIAA-CREF Global Agriculture LLC	100

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TIAA-CREF Global Agriculture II BR, LLC	TIAA-CREF Global Agriculture II LLC	100
TIAA-CREF Global Agriculture II LLC	TIAA Global AG II Special Member LLC	0
TIAA-CREF Global Agriculture II LLC	Feeder Fund and HNW Investors	0.63
TIAA-CREF Global Agriculture II LLC	NMR Pension Fund	0.7
TIAA-CREF Global Agriculture II LLC	Cummins UK Pension Plan Trustee Ltd.	0.83
TIAA-CREF Global Agriculture II LLC	Environmental Agency Active Pension Fund	1
TIAA-CREF Global Agriculture II LLC	NCPP Investment Holding Company	1.37
TIAA-CREF Global Agriculture II LLC	Thales Pension Trustee Limited as Trustee of the Thales UK Pension Scheme	1.47
TIAA-CREF Global Agriculture II LLC	Labourers Pension Fund of Central and Eastern Canada	1.67
TIAA-CREF Global Agriculture II LLC	Ontario Power Generation Inc. Pension Fund	1.67
TIAA-CREF Global Agriculture II LLC	Ontario Power Generation Inc. On behalf of the Decommissioning Segregated Fund	2.25
TIAA-CREF Global Agriculture II LLC	Greater Manchester Pension Fund	2.33
TIAA-CREF Global Agriculture II LLC	Ontario Power Generation Inc. On behalf of the Used Fuel Segregated Fund	2.75
TIAA-CREF Global Agriculture II LLC	Islazul General Partner S.à.r.l.	3.33
TIAA-CREF Global Agriculture II LLC	SA Real Assets 2 Limited	3.33
TIAA-CREF Global Agriculture II LLC	CDP Infrastructures Fund G.P.	6.67
TIAA-CREF Global Agriculture II LLC	State of New Mexico State Investment Council	6.67
TIAA-CREF Global Agriculture II LLC	Stichting Pensioenfonds ABP	6.67
TIAA-CREF Global Agriculture II LLC	bcIMC Renewable Resource Investment Trust	10
TIAA-CREF Global Agriculture II LLC	Comptroller of the State of New York, as Trustee of the Common Retirement Fund (“CRF”)	10
TIAA-CREF Global Agriculture II LLC	TIAA Global AG Holdco LLC	11.67
TIAA-CREF Global Agriculture II LLC	AP2 Ag-land Investments KB	25

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TIAA-CREF Global Agriculture Investor Fund, LP	TCGA Investor Fund GP LLC	0
TIAA-CREF Global Agriculture Investor Fund, LP	TIAA-CREF Asset Management LLC	100
TIAA-CREF Global Agriculture LLC	TIAA-CREF Global Agriculture Investor Fund, LP	0.79
TIAA-CREF Global Agriculture LLC	Caisse -BCIMC	25
TIAA-CREF Global Agriculture LLC	AP2-AVWL-NPS Korea	32.5
TIAA-CREF Global Agriculture LLC	TIAA Global AG Holdco LLC	41.7
TIAA-CREF Global Separate Real Estate Company LLC	Teachers REA, LLC	100
TIAA-CREF Individual & Institutional Services, LLC	Teachers Insurance and Annuity Association of America	100
TIAA-CREF Insurance Agency, LLC	TIAA-CREF Life Insurance Company	100
TIAA-CREF International Holdings LLC	TIAA Alternative Holdings, LLC	100
TIAA-CREF Investment Management, LLC	TIAA-CREF Asset Management LLC	100
TIAA-CREF Life Insurance Company	Teachers Insurance and Annuity Association of America	100
TIAA-CREF LPHC, LLC	Teachers Insurance and Annuity Association of America	100
TIAA-CREF Luxembourg S.a.r.l.	TH RE Group Holdings Limited	100
TIAA-CREF Real Property Fund GP LLC	TIAA-CREF LPHC, LLC	100
TIAA-CREF Real Property Fund LP	TIAA-CREF Real Property Fund GP LLC	0.01
TIAA-CREF Real Property Fund LP	TIAA-CREF LPHC, LLC	99.99
TIAA-CREF Real Property Fund REIT LLC	125 REIT Preferred Members	0.01
TIAA-CREF Real Property Fund REIT LLC	TIAA-CREF Real Property Fund LP	99.99
TIAA-CREF Redwood, LLC	Teachers Insurance and Annuity Association of America	100
TIAA-CREF Trust Company, FSB	TCT Holdings, Inc.	100
TIAA-CREF Tuition Financing, Inc.	Teachers Insurance and Annuity Association of America	100

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TIAA-Stonepeak Investments I, LLC	Teachers Insurance and Annuity Association of America	100
TIAA-Stonepeak Investments II, LLC	Teachers Insurance and Annuity Association of America	100
T-Investment Properties Corp.	485 Properties, LLC	100
Toperone Agrícola S.A.	Cosan S.A. Industria E Comercio	0.01
Toperone Agrícola S.A.	Tparone Participações S.A.	99.99
Topertwo Agrícola S.A.	Cosan S.A. Industria E Comercio	0.01
Topertwo Agrícola S.A.	Tpartwo Participações S.A.	99.99
Topola Lasy spolka z o. o.	Renewable Timber Resources LLC	1
Topola Lasy spolka z o. o.	IPOPEMA 87 Fundusz Inwestycyjny Zamknięty Aktywów Niepublicznych	99
Tparone Participações S.A.	Cosan S.A. Industria E Comercio	0.01
Tparone Participações S.A.	Tellus Brasil Participações S.A.	99.99
Tpartwo Participações S.A.	Cosan S.A. Industria E Comercio	0.01
Tpartwo Participações S.A.	Tellus Brasil Participações S.A.	99.99
Tramonto Apartments LLC	CASA Grande Investments I, LLC	100
TREA 1401 H, LLC	Teachers REA, LLC	100
TREA Florida Retail, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TREA Hub Investor Member LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TREA Pacific Plaza, LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TREA Retail Property Portfolio 2006 LLC	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	100
TREA Weston, LLC	Teachers REA, LLC	100
TREA Wilshire Rodeo, LLC	Teachers REA, LLC	100
TRPF 1525 Harvard Avenue LLC	TIAA-CREF Real Property Fund REIT LLC	100

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TRPF 51 Commerce Drive LLC	TIAA-CREF Real Property Fund REIT LLC	100
TRPF Global Investments, LLC	TIAA-CREF Real Property Fund REIT LLC	100
True Oak Napa Vineyard, LLC	Global AG Properties II USA LLC	21.875
TXCGL Properties, L.P.	CGL Management, LLC	0.01
TXCGL Properties, L.P.	CGL Investments, LLC	99.99
U.S. Cities Fund GP LLC	TIAA Alternative Holdings, LLC	100
U.S. Cities Fund LP	U.S. Cities Fund GP LLC	0.000074
U.S. Cities Fund LP	ND Properties, Inc.	7.98
U.S. Cities Fund Operating GP LLC	U.S. Cities Fund REIT LLC	100
U.S. Cities Fund Operating LP	U.S. Cities Fund Operating GP LLC	0.0001
U.S. Cities Fund Operating LP	U.S. Cities Fund REIT LLC	99.999
U.S. Cities Fund REIT LLC	U.S. Cities Fund LP	99
U.S. Cities Industrial Fund GP LLC	U.S. Cities Fund Operating LP	100
U.S. Cities Industrial Fund LP	U.S. Cities Fund Operating LP	100
U.S. Cities Industrial Fund REIT LLC	U.S. Cities Industrial Fund LP	100
U.S. Cities Multifamily Fund GP LLC	U.S. Cities Fund Operating LP	100
U.S. Cities Multifamily Fund LP	U.S. Cities Fund Operating LP	100
U.S. Cities Multifamily Fund Operating GP LLC	U.S. Cities Multifamily Fund REIT LLC	100
U.S. Cities Multifamily Fund REIT LLC	U.S. Cities Multifamily Fund LP	100
U.S. Cities Office Fund GP LLC	U.S. Cities Fund Operating LP	100
U.S. Cities Office Fund LP	U.S. Cities Fund Operating LP	100
U.S. Cities Office Fund Operating GP LLC	U.S. Cities Office Fund Reit LLC	100

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UK PPP Investments LP	Teachers Insurance and Annuity Association of America	37.5
Union Place Phase I, LLC	TIAA Union Place Phase I, LLC	100
Vale da Ponte Alta S.A.	Cosan S.A. Industria E Comercio	0.01
Vale da Ponte Alta S.A.	Radar II Propriedades Agrícolas S.A.	99.99
Vanquish Properties (UK) Limited Partnership	LEADENHALL UNIT TRUST	33.33
Vanquish Properties (UK) Limited Partnership	VANQUISH I UNIT TRUST	33.33
Vanquish Properties (UK) Limited Partnership	VANQUISH II UNIT TRUST	33.33
Vanquish Properties GP Limited	Vanquish Properties LP Limited	100
Vanquish Properties GP Nominee 1 Limited	Vanquish Properties GP Limited	100
Vanquish Properties GP Nominee 2 Limited	Vanquish Properties GP Limited	100
Vanquish Properties GP Nominee 3 Limited	Non-TIAA Owners	100
Vanquish Properties GP Nominee 4 Limited	Non-TIAA Owners	100
Vanquish Properties LP Limited	BNP Paribas Jersey Trust Corporation Limited and Anley Trustees Limited ATO CLOF	33.3
Vanquish Properties LP Limited	Henderson CLOF II Vanquish Limited	33.3
Vanquish Properties LP Limited	AIMCO Leadenhall Holdings Sarl	33.4
Villabe SAS	ND Europe S.a.r.l.	100
Vista Pointe Apartments, LLC	CASA Partners IV, L.P.	100
W R C Properties, LLC	Teachers Insurance and Annuity Association of America	100
Walk Apartments, LLC	CASA Partners III, L.P.	100
Walnut Street Retail Investors, L.P.	T-C 1619 Walnut Street GP LLC	0.5
Walnut Street Retail Investors, L.P.	Teachers Insurance and Annuity Association of America for the benefit of the Real Estate Account	99.5
Waterford at The Lakes Apartments, LLC	CASA Partners V Holdings, L.L.C.	100

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Waterford Blue Lagoon LP	T-C Waterford Blue Lagoon General Partner LLC	1
Waterford Blue Lagoon LP	Non-TIAA Owners	49
Waterford Blue Lagoon LP	T-C Waterford Blue Lagoon LLC	50
Waterford Blue Lagoon Reit General Partner LLC	Waterford Blue Lagoon LP	100
Waterford Blue Lagoon Reit LP	Waterford Blue Lagoon Reit General Partner LLC	0
Waterford Blue Lagoon Reit LP	Waterford Blue Lagoon LP	100
Waterford Core General Partner LLC	Waterford Blue Lagoon LP	100
Waterford Core Operating LP	Waterford Core General Partner LLC	0
Waterford Core Operating LP	Waterford Blue Lagoon LP	100
Waterford Park Apartments, LLC	CASA Partners V Holdings, L.L.C.	100
Westchester Group Asset Management, Inc.	Westchester Group Investment Management, Inc.	100
Westchester Group Farm Management, Inc.	Westchester Group Investment Management, Inc.	100
Westchester Group Investment Management Holding Company, Inc.	TIAA Alternative Holdings, LLC	100
Westchester Group Investment Management, Inc.	Global Agricultural Partners, Inc. (Non-TIAA)	15
Westchester Group Investment Management, Inc.	Westchester Group Investment Management Holding Company, Inc.	85
Westchester Group of Australia Pty Ltd	Westchester Group Investment Management, Inc.	100
Westchester Group of Europe Limited	Westchester Group Investment Management, Inc.	100
Westchester Group of Poland sp.z o.o.	Westchester Group of Europe Limited	100
Westchester Group Real Estate, Inc.	Westchester Group Investment Management, Inc.	100
Westchester Group South America Gestao De Investimentos Ltda.	Westchester Group Real Estate, Inc.	1
Westchester Group South America Gestao De Investimentos Ltda.	Westchester Group Investment Management, Inc.	99
Westland At Waterford General Partner LLC	Westland At Waterford Reit LP	100

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Westland At Waterford Operating LP	Westland At Waterford General Partner LLC	0
Westland At Waterford Operating LP	Westland At Waterford Reit LP	100
Westland At Waterford Reit General Partner LLC	Waterford Blue Lagoon LP	100
Westland At Waterford Reit LP	Westland At Waterford Reit General Partner LLC	0
Westland At Waterford Reit LP	Waterford Blue Lagoon LP	100
Wigg (Holdings) Limited	UK PPP Investments LP	100
Wigg Investments Limited	Wigg (Holdings) Limited	100
Winchester Silverhill Limited	Non-TIAA 3rd Party LPs	100
Winslow Capital Management, LLC	Nuveen WCM Holdings, LLC	100

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Item 27. Number of Contractowners

As of October 31, 2016 there were 189,556 owners of the contracts.

Item 28. Indemnification

Trustees, officers, and employees of TIAA may be indemnified against liabilities and expenses incurred in such capacity pursuant to Article Six of TIAA' s bylaws (see Exhibit 6(B)). Article Six provides that, to the extent permitted by law, TIAA will indemnify any person made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a trustee, officer, or employee of TIAA or, while a trustee, officer, or employee of TIAA, served any other organization in any capacity at TIAA' s request. To the extent permitted by law, such indemnification could include judgments, fines, amounts paid in settlement, and expenses, including attorney' s fees. TIAA has in effect an insurance policy that will indemnify its trustees, officers, and employees for liabilities arising from certain forms of conduct.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to officers and directors of the Depositor, pursuant to the foregoing provision or otherwise, the Depositor has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in that Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Depositor of expenses incurred or paid by a director or officer in connection with the successful defense of any action, suit or proceeding) is asserted by a director or officer in connection with the securities being registered, the Depositor will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in that Act and will be governed by the final adjudication of such issue.

Item 29. Principal Underwriters

(a) TIAA-CREF Individual & Institutional Services, LLC acts as principal underwriter for Registrant, College Retirement Equities Fund, TIAA Real Estate Account, TIAA-CREF Life Insurance Company Separate Account VA-1, TIAA-CREF Life Insurance Company Separate Accounts VLI-I and VLI-2, and TIAA Separate Account VA-1.

(b) Management

Name and Principal Business Address*	Positions and Offices with Underwriter
Kathie Jane Andrade	Manager, President, Chief Executive Officer, and Chairman of the Board
Rashmi Badwe	Manager
William Griesser	Manager
Christopher Weyrauch	Manager and President
Catherine McCabe	Manager
Eric Thomas Jones	Manager
Christy R. Lee	Controller and Chief Financial Officer
Jorge Gutierrez	Treasurer
Peter Anthony Kennedy	Manager and Vice President
Angela Kahrmann	Chief Operating Officer
Samuel A. Turvey	Chief Compliance Officer
Cherita Thomas	Secretary
Pamela Lee Lewis Marlborough	Vice President, Chief Legal Officer, Assistant Secretary
Steven Butzine	Anti-Money Laundering Officer
Patricia Adams	Managing Director

* The principal business address is: TIAA-CREF Individual & Institutional Services, LLC, 730 Third Avenue, New York, NY 10017.

(c) Not Applicable.

Item 30. Location of Accounts and Records

All accounts, books and other documents required to be maintained by Section 31(a) of the 1940 Act and the rules promulgated thereunder are maintained at the Registrant' s home office, 730 Third Avenue, New York, New York 10017, and at other offices of the Registrant located at 8500 Andrew Carnegie Boulevard, Charlotte, North Carolina 28262. In addition, certain duplicated records are maintained at Iron Mountain (Pierce Leahy) Archives, 22 Kimberly Road, East Brunswick, New Jersey 08816, Citistorage, 5 North

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11th Street, Brooklyn, New York 11211, File Vault, 839 Exchange Street, Charlotte, North Carolina 28208, JP Morgan Chase Bank, N.A., 4 Chase Metrotech Center Brooklyn, New York 11245, and State Street Bank and Trust Company, located at 801 Pennsylvania Avenue, Kansas City, MO 64105.

Item 31. Management Services

Not Applicable.

Item 32. Undertakings

(a) The Registrant undertakes to file a post-effective amendment to this Registration Statement as frequently as is necessary to ensure that the audited financial statements in the Registration Statement are never more than 16 months old for so long as payments under the variable annuity contracts may be accepted.

(b) The Registrant undertakes to include either (1) as part of any application to purchase a contract offered by the Prospectus, a space that an applicant can check to request a Statement of Additional Information, or (2) a postcard or similar written communication affixed to or included in the Prospectus that the applicant can remove to send for a Statement of Additional Information.

(c) The Registrant undertakes to deliver any Statement of Additional Information and any financial statements required to be made available under Form N-4 promptly upon written or oral request.

Representations

Teachers Insurance and Annuity Association of America represents that the fees and charges deducted under the contracts, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by Teachers Insurance and Annuity Association of America.

TIAA represents that the No-Action Letters issued by the Staff of the Division of Investment Management on November 28, 1988 to the American Council of Life Insurance and August 30, 2012 to ING Life Insurance Company are being relied upon, and that the terms of those No-Action positions have been complied with.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, TIAA Separate Account VA-3 certifies that it meets the requirements of Securities Act Rule 485(b) for effectiveness of this Registration Statement and has caused this Post-Effective Amendment to be signed on its behalf by the undersigned, duly authorized, in the City of New York, and State of New York, on the 1st day of December, 2016.

TIAA SEPARATE ACCOUNT VA-3

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA (On behalf of Registrant and itself)

By: /s/ PAUL J. VAN HEEST JR.
Name: **Paul J. Van Heest Jr.**
Title: **Executive Vice President, TIAA and CREF Income Products**

As required by the Securities Act of 1933, this Post-Effective Amendment has been signed by the following persons on December 1, 2016 in the capacities indicated.

Signature	Title
/s/ PAUL J. VAN HEEST JR. **Paul J. Van Heest Jr.**	**Executive Vice President, TIAA and CREF Income Products (Principal Executive Officer)**
/s/ VIRGINIA M. WILSON **Virginia M. Wilson**	**Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)**
SIGNATURE OF TRUSTEE	SIGNATURE OF TRUSTEE
* **Jeffrey R. Brown**	* **Maureen O' Hara**
* **James R. Chambers**	* **Donald K. Peterson**
* **Sidney A Ribeau**	* **Roger W. Ferguson, Jr.**
* **Dorothy K. Robinson**	* **Lisa W. Hess**
* **Kim M. Sharan**	* **David L. Shedlarz**
* **Edward M. Hundert M.D.**	* **Ronald L. Thompson**
* **Lawrence H. Linden**	* **Marta Tienda**
	/s/ RACHEL D. MENDELSON **Rachel D. Mendelson**

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Attorney-in-fact

* Signed by Rachel D. Mendelson as attorney-in-fact pursuant to powers of attorney filed previously with the SEC, which are incorporated herein by reference.

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Exhibit Index

(8)	(A2)	Form of Participation Agreement among American Beacon Advisors, Inc., Foreside Fund Services, LLC, and Teachers Insurance and Annuity Association of America
	(A3)	Form of Participation Agreement among Ariel Distributors, LLC and Teachers Insurance and Annuity Association of America
	(A4)	Form of Participation Agreement among The Advisors' Inner Circle Fund II, Champlain Investment Partners LLC, SEI Investment Distribution Co., and Teachers Insurance and Annuity Association of America
	(A5)	Form of Participation Agreement among Delaware Investments Family of Funds, Delaware Management Company, a series of Delaware Management Business Trust, Delaware Distributors, L.P., and Teachers Insurance and Annuity Association of America
	(A6)	Form of Participation Agreement among JPMorgan Trust II, JPMorgan Distribution Services, Inc., and Teachers Insurance and Annuity Association of America
	(A7)	Form of Participation Agreement among The Lazard Funds, Inc., Lazard Asset Management LLC, Lazard Asset Management Securities LLC, and Teachers Insurance and Annuity Association of America
	(A8)	Form of Participation Agreement among Lord Abbett Investment Trust, Lord Abbett & Co. LLC, Lord Abbett Distributor LLC, and Teachers Insurance and Annuity Association of America
	(A9)	Form of Participation Agreement among MFS Series Trust XI, MFS Fund Distributors, Inc. and Teachers Insurance and Annuity Association of America
	(A10)	Form of Participation Agreement among Nationwide Mutual Funds, Nationwide Fund Distributors LLC, and Teachers Insurance and Annuity Association of America
	(A11)	Form of Participation Agreement among Parnassus Fund, Parnassus Investments, Parnassus Funds Distributor, and Teachers Insurance and Annuity Association of America
	(A12)	Form of Participation Agreement among Franklin Templeton Distributors, Inc. and Teachers Insurance and Annuity Association of America
	(A13)	Amendment to Fund Participation and Service Agreement among T. Rowe Price Investment Services, Inc., T. Rowe Price Associates, Inc., and Teachers Insurance and Annuity Association of America
	(A14)	Amendment to the Agreement by and among The Vanguard Group, Inc., Teachers Insurance and Annuity Association of America, and JPMorgan Chase Bank, N.A.
	(A15)	Form of Administrative Services Agreement among Ariel Investment Trust and Teachers Insurance and Annuity Association of America
	(A16)	Form of Administrative Services Agreement among Parnassus Investments and Teachers Insurance and Annuity Association of America

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PARTICIPATION AGREEMENT

Among

AMERICAN BEACON ADVISORS, INC., A DELAWARE CORPORATION, (THE "ADVISER") AS INVESTMENT MANAGER ON BEHALF OF EACH OF THE FUNDS LISTED ON SCHEDULE A ATTACHED HERETO, SEPARATELY AND NOT JOINTLY, AND AMERICAN BEACON FUNDS, A MASSACHUSETTS BUSINESS TRUST, (THE "FUND"),

and

FORESIDE FUND SERVICES, LLC ("DISTRIBUTOR")

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____ , 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), the Adviser, the Fund, and the Distributor.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

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WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Adviser knows of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Distributor is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and such shares are authorized to be sold to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Distributor agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Fund and the Distributor, as applicable, agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, such orders to be executed on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Adviser or its designee agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value in accordance with the Fund' s prospectus (a "Business Day"). Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board"), the Adviser, or the Distributor, as applicable, may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in its sole discretion and acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

1.3 [Reserved]

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on each

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Business Day at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

1.5 The Fund hereby appoints the Company as an agent of the Fund for the sole limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time on Business Day and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in

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additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 7:00 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company promptly upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

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(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 The parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Section 1.3 and Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

1.13 Pursuant to Rule 22c-2 of the 1940 Act, the Fund and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion

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from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Adviser represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Adviser shall amend the Registration Statement for the Fund shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Adviser shall register and qualify the shares of the Fund for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Adviser, the Fund or the Distributor.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Adviser will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states. The Adviser represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Adviser represents that the Fund is lawfully organized and validly existing under the laws of the Commonwealth of Massachusetts and that the Fund does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Distributor represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Distributor further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will distribute the Fund shares in accordance with applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with the laws of the State of New York and any applicable state and federal securities laws.

2.8 The Adviser represents and warrants that all of its directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund, who are required to under law, rule or regulation, are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund, who are required to under law, rule or regulation, are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The Company

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agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Adviser, the Fund and the Distributor in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Adviser represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser represents that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser agrees to provide the Company with prompt notice, in writing, of such change in, or plans to change, regulatory status.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, or its designee, shall provide the Company with as many copies of the Fund' s current prospectus (describing the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, or its designee, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus electronically, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document and the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s

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prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Fund, at its expense, shall be responsible to print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Adviser, at its expense, shall be responsible for providing the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Adviser, or its designee, shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports electronically, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

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3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Adviser hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, the Fund' s trademarks, its name, and the Fund name(s) solely in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Adviser' s/Fund' s trademark(s) and/or the Adviser' s/Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes other fund companies' trademarks and/or fund names as a listing of funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Adviser and the Distributor, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of the Adviser or the Fund or the Distributor appears or is shown or (b) the Fund (or a Designated Portfolio thereof) or the Adviser or the Distributor is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Adviser, the Fund or the Distributor reasonably objects to such use within ten calendar days after receipt of such material. The Adviser, the Fund and the Distributor reserve the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Adviser, the Fund or the Distributor so objects. All such use by Company of such material shall be in accordance with Adviser' s, the Fund' s or the Distributor' s reasonable policies regarding advertising and trademark use. The Adviser, the Fund and the Distributor, in their sole discretion from time to time, may change the appearance and/or style of their trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) the Adviser, the Fund and the Distributor have the rights to license their trademarks, (ii) Company has no rights, title or interest in or to the Adviser' s, the Fund' s or the Distributor' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of the Adviser, the Fund and the Distributor, respectively. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of the Adviser' s, the Fund' s or the Distributor' s trademarks anywhere in the world. The Adviser, the Fund and the Distributor may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on the Adviser, the Fund or the Distributor. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of the Adviser, the Fund and the Distributor except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund, the Adviser or the Distributor or concerning the Fund, the Adviser or the Distributor in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other

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Promotional Materials approved by the Adviser, the Fund or their designee or by the Distributor, except with the permission of the Adviser, the Fund or the Distributor or their designee (except with respect to Sales Literature only with permission of the Distributor).

4.3 The Fund and the Adviser, or their designee, shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund, the Adviser and the Distributor shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund, or its designee, will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund, or its designee, will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration

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statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners, as allowed by law, rule or regulation, to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund, the Adviser and the Distributor shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses (the "Plan"), then payments may be made to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Fund and the Adviser in writing pursuant to the Plan. No such payments shall be made directly by the Fund. If the Distributor is required to make any payments pursuant to this Agreement, the Distributor shall be obligated to make such payments only after, for so long as, and to the extent that it receives such payments from the Fund or the Adviser, as applicable.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Adviser shall see to it that all Fund shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Adviser, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

5.3 The applicable parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Adviser represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Adviser, the Fund and the Distributor immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

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ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Adviser, the Fund and the Distributor and each of their respective officers, trustees and directors and each person, if any, who controls the Adviser, the Fund or the Distributor within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

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(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

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7.1(d). The Indemnified Parties, as applicable, will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Distributor

7.2(a). The Distributor agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Distributor) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the distribution of the Fund' s shares; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing) provided to the Company by the Distributor (and used by the Company on the terms and for the period specified by the Distributor or stated in such material), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Distributor, the Adviser or the Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations by the Distributor (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials of the Fund not supplied by the Distributor or persons under its control) with respect to the distribution of the Fund' s shares; or arise out of or result from Distributor' s willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of Distributor' s reckless disregard of its obligations or duties under this Agreement; or

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(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Distributor; or

(iv) arise out of or result from any material breach of any representation and/or warranty made by the Distributor in this Agreement or arise out of or result from any other material breach of this Agreement by the Distributor;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

7.2(b). The Distributor shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement.

7.2(c). The Distributor shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Distributor in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Distributor of any such claim shall not relieve the Distributor from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Distributor and the Distributor is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Distributor will be entitled to participate, at its own expense, in the defense thereof. The Distributor also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Distributor to such party of the Distributor' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Distributor will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Distributor and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Distributor and the

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Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Distributor will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Distributor agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Distributor of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Adviser

7.3(a). The Adviser agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Adviser) or litigation (including legal and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to distribution of the Fund' s sharesand:

(i) arise as a result of any material failure by the Fund or the Adviser to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund or the Adviser in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund or the Adviser;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Adviser shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement.

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7.3(c). The Adviser shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Adviser in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Adviser of any such claim shall not relieve the Adviser from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Adviser and the Adviser is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Adviser will be entitled to participate, at its own expense, in the defense thereof. The Adviser also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Adviser to such party of the Adviser' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Adviser will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Adviser and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Adviser will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Adviser agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.3(d). The Company agrees promptly to notify the Adviser of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

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ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Adviser, the Fund and the Distributor with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Adviser, the Fund and the Distributor in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Adviser, the Fund or the Distributor in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Adviser, the Fund or the Distributor determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund, the Adviser or the Distributor by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund, the Adviser or the Distributor to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Adviser, the Fund and the Distributor with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

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(g) termination by the Adviser, the Fund or the Distributor by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Adviser, the Fund or the Distributor reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Adviser, the Fund or the Distributor by written notice to the Company, if either one or all of the Adviser, the Fund or the Distributor respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Adviser, the Fund and the Distributor, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Distributor has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Adviser, the Fund and the Distributor shall, at the option of the Company, and so long as not prohibited by law, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Distributor reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund and the Distributor 45 days' notice of its intention to do so.

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9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

American Beacon Funds
220 East Las Colinas Blvd., Suite 1200
Irving, Texas 75039
Attn: General Counsel

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Distributor:

Foreside Fund Services, LLC
Three Canal Plaza, Suite 100
Portland, Maine 04101
Attn: Legal Department

If to Adviser:

American Beacon Advisors, Inc.
220 East Las Colinas Blvd., Suite 1200
Irving, Texas 75039
Attn: General Counsel

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with

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the Company, the Adviser and the Distributor. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers or clients, as applicable, of the Company, the Fund, the Adviser, the Distributor or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers or clients, as applicable, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Distributor may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, the Adviser or the Distributor as set forth in this Agreement; and the Company, the Fund, the Adviser and the Distributor agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, the Adviser or the Distributor may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund, the Adviser and the Distributor agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) As applicable to it, the Company, the Adviser, the Fund and the Distributor agree to implement appropriate measures reasonably designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund, the Adviser or to the Distributor; the Company, the Fund, the Adviser and the Distributor further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

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(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order or to a regulatory agency with authority or otherwise pursuant to law, rule, or regulation, to the extent permitted by law, such receiving party will promptly notify the disclosing party of such disclosure.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will reasonably cooperate to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, the Company, the Fund,

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the Distributor and the Adviser, as applicable, further agree to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend this Agreement and the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 8/8/2016

FUND: AMERICAN BEACON FUNDS, on behalf of each of its series, separately and not jointly

By its authorized officer

By: /s/ Jeffrey K. Ringdahl

Title: Vice President

Date:

DISTRIBUTOR: FORESIDE FUND SERVICES, LLC

By its authorized officer

By: /s/ Mark Fairbanks

Title: Vice President

Date: 9/2/2016

ADVISER: AMERICAN BEACON ADVISORS, INC.

By its authorized officer

By: /s/ Brian Brett

Title: Vice President Sales

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	American Beacon Funds – Institutional Class

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in

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place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but

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does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If the Adviser or its designee determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in its computation of the net asset value of Fund shares, dividend or capital gain errors ("Price Error"), Adviser will promptly notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance. Adviser may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Adviser will also communicate to Company the amount and nature of any changes to applicable records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Adviser shall reimburse, or shall cause to be reimbursed, the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect and return such overpayment, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. Adviser shall promptly pay, or cause to be paid, direct out of pocket costs (including preparing and mailing revised statements) directly related solely to the Price Error up to $10,000 for each Price Error occurrence; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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 Exhibit (8)(A3)

PARTICIPATION AGREEMENT

Between

ARIEL DISTRIBUTORS, LLC

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____ , 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account") and Ariel Distributors, LLC, a Delaware limited liability company.

WHEREAS, Ariel Distributors, LLC (the "Underwriter") serves as distributor for several series of Ariel Investment Trust (the "Fund"); and

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Underwriter, on behalf of the Fund knows of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at the net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Underwriter on behalf of the Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

1.3 Section 1.3 has been intentionally left blank.

1.4 On behalf of the Fund, the Underwriter agrees to redeem, at the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

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1.5 On behalf of the Fund, the Underwriter hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption of orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered under the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish, via the daily emailed NAV reports from the Fund' s service provider, same day notice to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

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1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7:30 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company immediately upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Underwriter and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Underwriter and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Underwriter and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Underwriter and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Underwriter, Fund and/or its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Underwriter and the Fund to effect Fund/SERV transactions.

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(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 Section 1.12 has intentionally been left blank.

1.13 The parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies and the cash value of the Contracts may be invested in other investment companies.

1.14 Pursuant to Rule 22c-2 of the 1940 Act, the Underwriter, on behalf of the Fund, and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material

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respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Underwriter on behalf of the Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 **Section 2.3 has intentionally been left blank.**

2.4 The Underwriter on behalf of the Fund makes no representations as to whether any aspect of the Fund' s operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Underwriter on behalf of the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws as may be applicable to the extent required to perform this Agreement.

2.5 The Underwriter represents that the Fund is lawfully organized and validly existing under the laws of the Commonwealth of Massachusetts and the Fund does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with applicable state and federal securities laws.

2.7 On behalf of itself and the Fund, the Underwriter represents and warrants that all of the Fund and Underwriter' s directors, officers, employees, investment advisers, and other individuals or entities controlled by the Underwriter or Fund dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company. The Underwriter agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Underwriter or the Fund and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

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2.8 Section 2.8 has intentionally been left blank.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to promptly notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Underwriter on behalf of the Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Underwriter represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Underwriter represents that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Underwriter agrees to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Underwriter, shall cause *electronic* copies of the Fund' s current prospectus and any supplements thereto to be made available to the Company to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

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3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available on the Fund' s website in a readily printable and downloadable format.

3.3 The Underwriter shall deliver to the Company *electronic* copies of Fund proxy material, reports to shareholders, and other communications to shareholders. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter shall make available to the Company electronic copies of the Fund' s annual and semi-annual reports to shareholders.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Underwriter represents that the Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Underwriter represents that the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, non-transferable, non-sub-licensable, royalty-free limited license to use its trademarks, its name, the name of the Fund' s investment manager and the Designated Portfolios' names and the Funds' and investment adviser' s trademark and logo in connection with the Company' s obligations under this Agreement, including as part of the Company' s sales literature and other promotional materials in its product specific materials when listing the funds available on its platform. All such uses by Company shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter or Fund, in their sole discretion from time to time, may change the appearance and/ or style of their trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter, for itself and on behalf of the Fund, the Designated Portfolios and the Fund' s investment manager, has the rights to license its trademarks under this Agreement, (ii) Company has no rights, title or interest in or to

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Underwriter' s, Fund investment manager' s Fund' s or Designated Portfolios' trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter or Fund. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s, Fund' s, Designated Portfolios' or Fund' s investment manager' s trademarks anywhere in the world. Underwriter may rescind this license at any time if it determines, in its sole discretion, that use of trademarks or name(s) will have an adverse effect on it, the Fund' s investment manager or the Fund. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of the Fund, the Designated Portfolios, the Fund' s investment manager and the Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the prior approval of the Fund or the Underwriter or the designee of either.

4.3 The Underwriter shall make available to the Company, through electronic means, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Underwriter represents that neither it nor the Fund shall give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Underwriter itself will, or will cause the Fund to, provide to the Company, through *electronic* means, one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide or make generally available to the Fund, through its website and other *electronic* means, one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

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4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, or reprints), and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed and made generally available with regard to the Fund.

4.8 The Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement.

5.2 All expenses incident to performance by the Underwriter and the Fund under this Agreement shall be paid by the Underwriter or the Fund, except as otherwise provided herein. The Underwriter will ensure that all Fund shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

ARTICLE VI. Qualification

6.1 The Underwriter represents on the Fund' s behalf that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

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6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

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(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Underwriter or Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

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(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

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7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter, on its own behalf and on behalf of the Fund, agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

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(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on

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any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of Illinois.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by sixty days (60) advance written notice delivered to the other parties or, if later, upon

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receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

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(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

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(h) termination by the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Fund' s investment manager, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to the other party of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund and the Underwriter 45 days' notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

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ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

Ariel Distributors, LLC
200 E. Randolph Street
Suite 2900
Chicago, Illinois 60601
Attention: Merrillyn J. Kosier

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

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(b) Neither the Company, the Fund, or Underwriter, or any of their affiliates, may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, and Underwriter (on its own behalf and the Fund' s behalf) agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company and the Underwriter (on its own behalf and the Fund' s behalf) agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company and Underwriter (on its own behalf and the Fund' s behalf) agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company and Underwriter (on its own behalf and the Fund' s behalf) further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to

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seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 8/17/2016

UNDERWRITER : ARIEL DISTRIBUTORS, LLC

By its authorized officer

By: /s/ Merrillyn J. Kosier

Title**:** President

Date: 8/19/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Fund Names: **Ariel Fund** Institutional Class ARAIX 040337842 **Ariel Appreciation Fund** Institutional Class CAAIX 040337834 **Ariel Focus Fund** Institutional Class AFOYX 040337826 **Ariel Discovery Fund** Institutional Class ADYIX 040337818 **Ariel International Fund** Institutional Class AINIX 040337875 **Ariel Global Fund** Institutional Class AGLYX 040337859

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Underwriter will cause the Fund to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 120 consecutive Business Days

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account

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number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Underwriter (on its own behalf and the Fund' s behalf) agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Underwriter (on its own behalf and the Fund' s behalf) agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but

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does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will immediately notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effected by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. For each Price Error occurrence, Underwriter shall promptly pay for systems and reasonable out of pocket costs (including the costs attributable to preparing and mailing revised statements) up to a maximum of the lesser of $10,000 or the amount of management fees payable to the Fund' s investment manager through the Accounts' ownership of the Fund for the twelve (12) month period prior to the occurrence of the Price Error; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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Exhibit (8)(A4)

PARTICIPATION AGREEMENT

Among

THE ADVISORS' INNER CIRCLE FUND II,

CHAMPLAIN INVESTMENT PARTNERS LLC,

SEI INVESTMENTS DISTRIBUTION CO.,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this _____ day of July, 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), The Advisors' Inner Circle Fund II (the "Trust"), a Massachusetts business trust, on behalf of Champlain Funds (hereinafter the "Fund"), Champlain Investment Partners LLC (hereinafter the "Adviser"), and SEI Investments Distribution Co. (hereinafter the "Underwriter"), a Pennsylvania corporation.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to offer to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

1.3 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

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1.4 The Fund hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 8:00 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.5 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.6 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 5:00 p.m., but in any event no later than 6:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.4 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.6). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

1.7 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.8 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in

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additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.9 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company promptly upon discovery.

1.10 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

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(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.12 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.11 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

1.12 Pursuant to Rule 22c-2 of the 1940 Act, the Fund and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and

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warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Fund represents that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with any applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with any applicable state and federal securities laws.

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

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2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser and the Underwriter represent that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser agrees to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund shall provide the Company with as many copies of the Fund' s current prospectus and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other

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assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Fund, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Fund shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

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so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 The Fund and Adviser hereby grant to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its name, the name of Adviser and the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Adviser, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Adviser appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Adviser reasonably objects to such use within ten calendar days after receipt of such material. Adviser reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Adviser so objects. All such use by Company of such material shall be in accordance with Adviser' s reasonable policies regarding advertising and trademark use. Adviser, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Adviser has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Adviser' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Adviser. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Adviser' s trademarks anywhere in the world. Adviser may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Adviser or a Fund. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Adviser except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or

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prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

4.3 The Fund, Adviser, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Adviser shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund or Adviser will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

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4.8 The Fund and Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses, then the Underwriter may make payments to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Underwriter in writing, and such payments will be made out of existing fees otherwise payable to the Underwriter, past profits of the Underwriter, or other resources available to the Underwriter. No such payments shall be made directly by the Fund.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such

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treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

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(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests

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between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Underwriter or persons under their control, with respect to the sale or distribution of Fund shares; or

(iii) arise out of any untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or

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Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to

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assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including legal and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to the operations of the Fund and:

(i) arise as a result of any material failure by the Fund to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

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For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Fund shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Fund in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Fund of any such claim shall not relieve the Fund from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Fund and such Fund is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Fund will be entitled to participate, at its own expense, in the defense thereof. The Fund also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Fund to such party of the Fund' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Fund will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Fund and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Fund will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Fund agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.3(d). The Company and the Underwriter agree promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

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ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

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(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

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9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

Advisors' Inner Circle Fund II on behalf of Champlain Funds
c/o SEI Investments
1 Freedom Valley Drive
Oaks, PA 19456
Attention : General Counsel

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

SEI Investments Distribution Co.
1 Freedom Valley Drive
Oaks, PA 19456
Attention : General Counsel

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If to Adviser:

Champlain Investment Partners LLC
180 Battery Street
Burlington, VT 05401
Attention:

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter each represent and warrant that it has adopted and implemented procedures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential

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Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company and otherwise ensure that it is in compliance with the Gramm-Leach-Bliley Act of 1999 and regulations promulgated thereunder, as applicable. The Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

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11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 10/10/2016

FUND: ADVISORS' INNER CIRCLE FUND II on behalf of CHAMPLAIN FUNDS

By its authorized officer

By: /s/ Dianne Descoteaux

Title: Vice President and Secretary

Date: 9/21/2016

UNDERWRITER: SEI INVESTMENTS DISTRIBUTION CO.

By its authorized officer

By: /s/ Michael Reese

Title: Vice President

Date: 9/22/2016

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ADVISER: CHAMPLAIN INVESTMENT PARTNERS LLC

By its authorized officer

By: /s/ Judith W. O' Connell

Title:

Date: 9/19/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Champlain Funds

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly, but in any event not later than five (5) business days, after receipt of a request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder for any reason deemed appropriate by the Fund, including for a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific

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restriction(s) to be executed, including the length of time such restriction shall remain in place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

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The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Fund will promptly notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance and Fund procedures. Fund may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Fund will also communicate to Company the amount and nature of any changes to Fund' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Fund shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Fund, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. If the pricing error occurred through no fault of the Company, the Adviser shall reimburse Company, or cause the party responsible for the error to reimburse the Company for reasonable and demonstrable systems and out of pocket costs (including preparing and mailing revised statements) specifically related to the price correction up to $10,000 for each Price Error occurrence if such costs or expenses are a result of a Fund' s failure to provide correct net asset values; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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PARTICIPATION AGREEMENT

Among

DELAWARE INVESTMENTS FAMILY OF FUNDS,

DELAWARE MANAGEMENT COMPANY,
a series of Delaware Management Business Trust

DELAWARE DISTRIBUTORS, L.P.

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this _____ day of September, 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), the Funds list on Schedule A (each a "Fund"), and each an open-end management investment company under the Investment Company Act of 1940, Delaware Management Company (hereinafter the "Adviser"), a series of Delaware Management Business Trust, a Delaware statutory trust and Delaware Distributors, L.P. (hereinafter the "Underwriter"), a Delaware limited partnership.

WHEREAS, each Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

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WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

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1.3 The Fund and the Underwriter will not sell Fund shares to any insurance company or separate account unless an agreement containing provisions substantially the same as Articles I and III of this Agreement is in effect to govern such sales.

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus. The Fund will not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to individual Accounts. The Company alone will be responsible for such action.

1.5 The Fund hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 8:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

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1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company as soon as practicable after discovering the need for any adjustments. In no event, however, will the Fund be liable for material errors in calculating or reporting net asset values where such errors are the result of information supplied by the Company or persons under its control.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Fund/SERV and Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV and Networking systems ("NSCC Systems").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the

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NSCC Systems by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the NSCC Systems and to limit the access to, and the inputting of data into, NSCC Systems to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the NSCC Systems by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the NSCC Systems, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the NSCC Systems shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the NSCC Systems for a particular transaction, or (ii) there are technical problems with the NSCC Systems that render it impracticable for a party to transmit or receive information through the NSCC Systems, the party who determines not to use the NSCC Systems will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.12 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.13 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Section 1.3 and Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

1.14 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

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ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Delaware and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

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2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with the laws of the State of New York and any applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with the laws of the State of New York and any applicable state and federal securities laws.

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser represents that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to

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claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser agrees to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

2.12 The Company represents and acknowledges that the current eligibility requirements of the Class R6 Funds set forth on Schedule A hereto are as follows:

Class R6 shares are generally available only to certain employer-sponsored retirement plans, such as 401(k) plans, 457 plans, 403(b) plans, profit-sharing plans and money purchase pension plans, defined benefit plans, employer-sponsored benefit plans, and non-qualified deferred compensation plans.

In addition, the Class R6 shares must be held through plan level or omnibus accounts held on the books of the Fund, and Class R6 shares are only available for purchase through financial intermediaries who have the appropriate agreement with the Distributor (or its affiliates) related to Class R6.

Class R6 shares generally are not available to nonretirement accounts, traditional individual retirement accounts (IRAs), Roth IRAs, Coverdell Education Savings Accounts, SEPs, SARSEPs, SIMPLE IRAs, owner-only 401(k) plans, or 529 college savings plans.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

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3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c)

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of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 The Company agrees and acknowledges that the Company has no right, title or interest in the names and marks of the Fund, Adviser and Underwriter and that all use of any designation comprised in whole or part or such names or marks under this Agreement shall inure to the benefit of the Fund, the Adviser and the Underwriter. Except as provided in this Section 4.1, the Company shall not use any such names or marks on its own behalf or on behalf of a Separate Account in connection with marketing the Contracts without prior written consent of the Fund, the Adviser or the Underwriter. Upon termination of this Agreement for any reason, the Company shall cease all use of any such names or marks. Notwithstanding the foregoing, if the Company uses the Fund' s, the Adviser' s and/or the Underwriter' s trademark(s) and/or name(s) in or as a part of sales literature or other promotional materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks and will provide the Company with sufficient notice to implement any such changes. Company acknowledges and agrees that (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind Company' s use of the trademarks of the Fund, the Adviser and/or the Underwriter, at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Adviser or a Fund. Upon the expiration or termination of this Agreement, Company shall cease using the trademarks of the Fund, the Adviser and/or the Underwriter except as the parties may agree in writing.

4.2 Neither the Company nor any person contracting with the Company shall give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

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4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund and Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund

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will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all

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losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including reasonable legal and other expenses) (for purposes of this Section 7.1, collectively a "Loss"), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

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as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

For purposes of this Section 7.1, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Company to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

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7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including reasonable legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or sales literature or other promotional materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in sales literature or other promotional materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or sales literature or other promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or sales literature or other promotional materials of the Contracts, or any amendment thereof or supplement thereto, or the

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omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense of such action. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any

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additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including reasonable legal and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to the operations of the Fund and:

(i) arise as a result of any material failure by the Fund to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

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For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Fund shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Fund in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Fund of any such claim shall not relieve the Fund from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Fund and such Fund is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Fund will be entitled to participate, at its own expense, in the defense of such action. The Fund also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Fund to such party of the Fund' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Fund will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Fund and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Fund will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Fund agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.3(d). The Company and the Underwriter agree promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

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ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by sixty (60) days advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

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(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

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9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail (postage prepaid, return receipt requested) or by prepaid courier (return receipt requested) to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:
Delaware Investments Family of Funds
One Commerce Square, 2005 Market Street
Philadelphia, PA 19103

If to the Company:
TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:
Delaware Distributors, L.P.
One Commerce Square, 2005 Market Street
Philadelphia, PA 19103

If to Adviser:
Delaware Management Company
One Commerce Square, 2005 Market Street
Philadelphia, PA 19103 - With a copy to General Counsel at the same address.

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ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the

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Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

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11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may reasonably request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

11.10 Anti-Money Laundering Compliance. Each party to this Agreement acknowledges that it is a financial institution subject to the USA Patriot Act of 2001 and the Bank Secrecy Act (collectively, the "AML Acts"), which require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Each party represents and warrants that it is in compliance and will continue to comply with the AML Acts and applicable rule thereunder ("AML Laws"). Each party hereby represents that it has adopted policies and procedures that are reasonably designed to comply with the AML Laws. Subject to the applicable provisions of the AML Laws regarding the sharing of information each party shall inform the other of any suspicious activities in a commercially reasonable and timely manner.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 9/29/2016

FUND: DELAWARE INVESTMENTS FAMILY OF FUNDS

By its authorized officer

By: /s/ David F. Connor

Title: Senior Vice President/General Counsel

Date: 9/19/2016

UNDERWRITER: DELAWARE DISTRIBUTORS, L.P.

By its authorized officer

By: /s/ Brett Wright

Title: President

Date: 9/19/2016

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ADVISER:

DELAWARE MANAGEMENT COMPANY, a series of Delaware Management Business Trust

By its authorized officer

By: /s/ Susan Natalini

Title: Senior Vice President

Date: 9/19/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	
TIAA Separate Account VA-3 May 17, 2006	Access Annuities (for qualified pension and retirement plans)	

DESIGNATED PORTFOLIOS

Fund Number	Registrant	Fund Name	Share Class	Type	CUSIP Number	NASDAQ Symbol
199	Delaware Group® Adviser Funds	Delaware Diversified Income	R6*	Fixed Income	245917612	DPZRX
200	Delaware Group® Global & International Funds	Delaware Emerging Markets	R6*	Equity	245914510	DEMZX
487	Delaware Group® Income Funds	Delaware Extended Duration Bond	R6*	Fixed Income	245908629	DEZRX
548	Delaware Pooled® Trust	Delaware REIT	R6*	Equity	246248454	DPRDX
488	Delaware Group® Equity Funds V	Delaware Small Cap Core	R6*	Equity	24610B826	DCZRX
489	Delaware Group® Equity Funds V	Delaware Small Cap Value	R6*	Equity	24610B818	DVZRX
500	Delaware Group® Equity Funds IV	Delaware Smid Cap Growth	R6*	Equity	24610A505	DFZRX
517	Delaware Group® Adviser Funds	Delaware U.S. Growth	R6*	Equity	245917596	DUZRX
518	Delaware Group® Equity Funds II	Delaware Value	R6*	Equity	24610C840	DDZRX

*No fees will be paid to financial intermediary for any investments in Class R6 Shares.

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly, but in any event not later than five (5) Business Days upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in

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place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements, and to ensure compliance with the Fund' s compliance policies and procedures.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

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The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will notify Company of the Price Error as soon as practicable after discovering the need for any adjustments. The materiality of an incorrect price will be determined with reference to applicable SEC guidance, however, Underwriter reserves the right to follow its own guidelines. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts affected by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

In no event, however, will the Fund be liable for material errors in calculating or reporting net asset values where such errors are the result of information supplied by the Company or persons under its control.

In the event the Company has to reprocess accounts due solely to an incorrect NAV submitted to Company by a Fund, the Parties shall discuss in good faith whether Underwriter will reimburse Company for its actual direct expenses incurred in reprocessing.

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Exhibit (8)(A6)

PARTICIPATION AGREEMENT

Among

JPMORGAN TRUST II,

JPMORGAN DISTRIBUTION SERVICES, INC.,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____ , 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), JPMorgan Trust II (hereinafter the "Fund") on behalf of the Portfolio (as defined herein), a Delaware statutory trust, and JPMorgan Distribution Services, Inc. (hereinafter the "Underwriter"), a Delaware corporation.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 Subject to 1.2 below, the Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s Prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") or its designee may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio in the sole discretion of the Board.

1.3 [RESERVED]

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the Fund' s then current Prospectus.

1.5 The Company will make available shares to Contract owners only in accordance with the terms and conditions of the applicable Portfolio' s current prospectus ("Prospectus") and Statement of Additional Information ("SAI") and applicable rules, regulations and requirements. The Company will make no representations concerning any shares not included in the Prospectus or SAI or in any authorized supplemental sales material supplied to Company by JPMDS or the Funds. The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current Prospectus of the Fund and in accordance with the provisions of such Prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

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1.6 [RESERVED]

1.7 All accepted orders for the purchase of any shares shall be executed at the next determined public offering price per share (i.e., the net asset value per share plus the applicable initial sales load, if any) and all accepted orders for the redemption of any shares shall be executed at the next determined net asset value per share, in each case as described in the Prospectus and SAI. Any applicable deferred sales charge, redemption fee, or similar charge or fee will be deducted by the Portfolio prior to the transmission of the redemption proceeds to Company or its customer. The Underwriter and the Portfolio reserve the right to reject any purchase request in their sole discretion.

(a) The execution of all orders for share transactions will be subject to the terms of the Prospectus and SAI and the Underwriter' s written instructions to Company from time to time, and if executed through Fund/SERV, the DTCC' s rules and procedures. Specifically, the Company certifies that:

(i) all orders received by Company or its "Correspondents" (as defined in Section B.2. (e) below) prior to the close of a Portfolio (generally, 4:00 p.m., Eastern Time ("ET") (each close of a Portfolio, a "Market Close") on any day that a Portfolio is open for business ("Day 1") will be electronically transmitted to the Portfolio by 8:00 a.m., ET on the next day that the Portfolio is open for business ("Day 2") (such orders are referred to as "Day 1 Trades"); and

(ii) all orders received by Company or its Correspondents after the final Market Close on Day 1, but prior to the final Market Close on Day 2 ("Day 2 Trades") will be electronically transmitted to the Portfolio by 8 a.m., ET on the second day that the Portfolio is open for business following Day 1.

(iii) if the Company cannot electronically transmit Day 1 Trades to the Portfolios by 8:00 a.m., ET on Day 2, Company will transmit such orders by facsimile prior to the beginning of trading on the New York Stock Exchange (generally 9:30 a.m. ET) on Day 2.

(b) Day 1 Trades will be effected at the net asset value per share next calculated by the Portfolio following receipt of the trade by the Company or its Correspondents on Day 1, and Day 2 Trades will be effected at the net asset value per share next calculated by the Portfolio following receipt of the trade by Company or its Correspondents on Day 2. Dividends shall accrue as set forth in the applicable Prospectus and SAI.

(c) Payments for shares shall be made as specified in the Prospectus. If payment for any purchase order is not received in accordance with the terms of the Prospectus, Underwriter reserves the right, without notice, to cancel the sale and to hold the Company responsible for any loss sustained as a result thereof, including loss of profit.

(d) Company confirms that it will be considered the Portfolios' agent for the sole purpose of receiving purchase and redemption orders from its customers and transmitting them to the

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Portfolios. Company may authorize such intermediaries as it deems appropriate ("Correspondents") to receive orders on the Portfolios' behalf. Company shall be liable to the Portfolios for each Correspondent' s compliance with applicable regulations, requirements and this Article I to the same extent as if Company itself had acted or failed to act instead of the Correspondent.

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1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by electronic media) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value pursuant to Schedule C as subsequently determined by the Fund. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company promptly upon discovery. In the event the Company has to reprocess accounts due solely to an incorrect net asset value submitted to Company by a Fund through no fault of the Company, the Parties shall discuss in good faith whether Underwriter will reimburse Company for its actual direct expenses incurred in reprocessing.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.13 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares will be sold the general public and may be sold to other insurance companies and the cash value of the Contracts may be invested in other investment companies.

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1.14 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

1.15 The Company agrees that neither the Portfolio, the Underwriter nor any of their affiliates or agents will have any responsibility or liability to review any purchase or redemption request which is presented by Company (i) to determine whether such request is genuine or authorized by the Company' s customer or (ii) to determine the suitability of a particular Fund or class of shares for such customer. The Portfolio, the Underwriter and their affiliates and agents will be entitled to rely conclusively on any purchase or redemption request communicated to the Portfolio by Company, and will have no liability whatsoever for any losses, claims or damages to or against Company or any of its customers resulting from the failure of Company to transmit any such request, or from any errors contained in any request.

1.16 The Company agrees that it will at all times follow relevant rules, regulations and requirements in connection with the handling of orders for transactions in the Fund, including, without limitation: (i) Rule 22c-1(a) and other applicable rules under the Investment Company Act of 1940, as amended ("Investment Company Act"); (ii) the provisions of this Agreement and (iii) the Portfolio' s Prospectus and statement of additional information.

1.17 The Company further agrees that it: (i) has adopted and implemented and will monitor, on a continuous basis, its compliance with procedures reasonably designed to prevent violations of relevant law, regulation with respect to late trading, market timing and abusive trading practices; (ii) has determined that each Correspondent has adopted and implemented and will monitor, on a continuous basis, its compliance with its own internal procedures reasonably designed to prevent violations of relevant law, regulation and Prospectus and SAI requirements with respect to late trading, market timing and abusive trading practices (iii) will provide information and further certification to Underwriter or its designee to verify compliance with this Agreement; and (iii) will cooperate in monitoring and enforcing (to the extent operationally feasible) the Portfolio' s market timing, late trading, and any redemption fee policies as set forth in the Portfolio' s Prospectus and such other policies established by the Portfolio from time to time.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the

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extent deemed advisable by the Company. The Company will at all times comply in all material respects with all applicable laws. The Company represents that it is an insurance company and that all purchases of shares are being made by the Separate Account maintained by the Company and not by the Contract owners. The Company agrees that the Portfolios are relying on this representation in determining that such sales qualify for institutional investor exemptions under state blue sky laws. Company will not knowingly accept or act upon any instructions to purchase shares from a customer located outside the United States of America or for the account of any non-US person. However, the Account is the owner of the Fund shares and Contract owners do not have any direct ownership in those shares.

2.2 Company understands and acknowledges that the Portfolios may offer shares in multiple classes, and represents and warrants that it has established compliance procedures designed to ensure (i) that its customers are made aware of the terms of each available class of shares, (ii) that each customer is offered only shares that are suitable investments for him or her, (iii) that each customer is given the opportunity to obtain sales charge break points or other sales charge reductions and discounts as detailed in the Prospectus and SAI, and (iv) proper supervision of its representatives in recommending and offering the shares of multiple classes to its customers.

2.3 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.4 The Fund represents that a majority of its disinterested trustees have approved the Trust' s distribution plan adopted pursuant to Rule 12b-1 under the 1940 Act.

2.5 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states.

2.6 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Delaware and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.7 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with any applicable securities laws.

2.8 The Underwriter represents and warrants that the Fund' s investment adviser is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with any applicable securities laws.

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2.8 [RESERVED]

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 [RESERVED]

2.11 The Underwriter represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO with regard to its operation of the Designated Portfolios. In addition, the Underwriter represents that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA with regard to any commodity interest trading advice it provides the Designated Portfolios. To the extent that the investment manager to the Fund(s) becomes no longer eligible to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Underwriter agrees to provide the Company with prompt notice, in writing, of such change in regulatory status

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 Company will forward or cause to be forwarded to Contract owners the Prospectus, SAI, periodic financial reports, proxy materials and other Portfolio communications as required to be delivered to, or received by, Contract owners under applicable law or as reasonably requested by Underwriter or a Portfolio. At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Prospectus and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Prospectus and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said Prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new Prospectus as set in type or on a

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diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the Prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s Prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Prospectus through electronic means to facilitate the Company' s efforts to provide Prospectuses via electronic delivery. Company shall update its website with the most recent version of a Prospectus no earlier than the date of such Prospectus or supplement and shall remove from its website any earlier copies of the Prospectus or supplement no later than the time for which the effectiveness of such Prospectus expires.

3.2 The Fund, at its expense, shall print, or otherwise reproduce, and provide sufficient copies of its current statement of additional information ("SAI") and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

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so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, its name, the name of the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind this license at any time in its sole discretion by providing written notice. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or Prospectus or SAI for the Fund shares, as such registration statement and Prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the written permission of the Fund or the Underwriter.

4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement,

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prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the written permission of the Company.

4.5 [RESERVED]

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Underwriter will provide the Company with as much notice as it deems is reasonably practicable of any proxy solicitation for any Designated Portfolio, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies. The Fund will cooperate with the Company, so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 Except as otherwise provided in this Agreement, the Fund shall pay no fee, other compensation or other expenses under this Agreement. The Fund may, however, pay the Company servicing fees under a written servicing agreement for certain Portfolios pursuant to the services plan it has adopted. In addition, the Trust has adopted a plan pursuant to Rule 12b-1 to finance distribution expenses for certain Portfolios, and the Trust' s distributor may pay fees under such plan to the Company or to a designated affiliate under a separate written agreement between such parties.

5.2 All expenses, including expenses to be borne by the Fund pursuant to Section Article III hereof, incident to performance by the Trust under this Agreement shall be paid by the Fund. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares.

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5.3 The parties shall bear the expenses of printing the Fund' s Prospectus, SAI and other documents and of distributing the Fund' s Prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

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ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company promptly upon ceasing to so qualify. Company acknowledges that the Portfolio is offered to the general public and it not intended to and may not comply with the diversification requirements of Section 817(h) of the Internal Revenue Code of 1986, as amended, and Treas. Reg. 1-817.5 thereunder.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon

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and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, Prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, Prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of any Contract owner' s claim arising from a Fund' s failure to comply with the diversification requirements of Section 817(h) of the Internal Revenue Code of 1986, as amended, and Treas. Reg. 1-817.5 thereunder; or

(vi) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the

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Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or Prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based

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upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or Prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) [RESERVED]

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on

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any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.2(e) Notwithstanding anything herein to the contrary, no party hereto shall be liable for special, consequential or incidental damages. This indemnity agreement will be in addition to any liability which the parties may otherwise have.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

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ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, upon 90 days' advance written notice delivered to the other parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

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(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund may, in its sole discretion, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts") unless such further sale of Fund shares is proscribed by law, regulation or applicable regulatory body, or unless the Fund determines otherwise in its sole discretion, including if liquidation of the Fund is in the best interests of the Fund and its shareholders. Subject to the terms herein, if the Fund becomes publicly offered on a limited basis, the Fund may, in its sole discretion, elect to work with the Company to make additional shares of the Fund available to Existing Contracts to the extent practicable.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

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ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

JPMorgan Trust II.
Mail Code OH1-1019
1111 Polaris Parkway
OH1-1019
Columbus, Ohio 43240
Attn: Contract Administrator

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

J.P. Morgan Distribution Services, Inc.
Mail Code OH1-1019
1111 Polaris Parkway
OH1-1019
Columbus, Ohio 43240
Attn: Contract Administrator

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 The Company will comply with all applicable laws and regulations aimed at preventing, detecting, and reporting money laundering and suspicious transactions. Without limiting the generality of the foregoing, the Company shall take all necessary and appropriate steps, consistent with applicable regulations and generally accepted industry practices, to: (i) obtain, verify, and retain information with regard to Contract owner identification and source of Contract owner funds, and (ii) maintain records of all Contract owner transactions. The Company will take all steps necessary and appropriate to provide the Fund with any requested information about

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Contract owners and their accounts in the event that the Fund shall request such information due to an inquiry or investigation by any law enforcement, regulatory, or administrative authority. To the extent permitted by applicable law and regulations, the Company will notify the Fund of any concerns that the Company may have in connection with any Contract owner in the context of relevant anti-money laundering laws or regulations

11.3 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

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(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 The Underwriter and the Company each agree to cooperate in a reasonable manner with each other in the event that any of them should become involved in a regulatory investigation by a governmental authority (including without limitation the SEC, FINRA, and state insurance regulators) as a result of performing its obligations under this Agreement.

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11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

11.10 Company will maintain all records required to be kept by state and federal law, regulation or rules relating to transactions in shares and, upon request by the Fund, will promptly make such records available to the Fund or their designee.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: _____

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FUND: JPMORGAN TRUST II

By its authorized officer

By: /s/ Julie Roach

Title: Assistant Treasurer

Date: _____

UNDERWRITER: JPMORGAN DISTRIBUTION SERVICES, INC.,

By its authorized officer

By: /s/ Susan Montgomery

Title: President

Date: _____

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	JPMorgan Small Cap Value Fund – Class R6 Shares

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account

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number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but does not include transactions

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that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund

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as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will promptly notify Company of the Price Error. The materiality of an incorrect price shall be based on the Fund' s policy for correction of pricing errors. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effected by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

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Exhibit (8)(A7)

PARTICIPATION AGREEMENT

Among

THE LAZARD FUNDS, INC.,

LAZARD ASSET MANAGEMENT LLC,

LAZARD ASSET MANGEMENT SECURITIES LLC,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), The Lazard Funds, Inc. (hereinafter the "Fund"), a Maryland corporation, Lazard Asset Management LLC (hereinafter the "Adviser"), and Lazard Asset Management Securities LLC (hereinafter the "Underwriter"), a New York limited liability company.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

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WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

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1.3 The Fund and the Underwriter will not sell Fund shares to any insurance company or separate account unless an agreement containing provisions substantially the same as Articles I and III of this Agreement is in effect to govern such sales.

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

1.5 The Fund hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

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1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its commercially reasonable efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company immediately upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

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(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.12 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.13 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Section 1.3 and Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

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1.14 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Maryland and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered

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under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with the laws of the State of New York and any applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with the laws of the State of New York and any applicable state and federal securities laws.

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its commercially reasonable efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser and Underwriter represent that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser and the Underwriter represent that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser and Underwriter agree to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

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ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall

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reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, its name, the name of Adviser and the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Underwriter' s trademark(s) and/or the Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after

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receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Adviser or a Fund. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales

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Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund and Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses, then the Underwriter may make payments to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Underwriter in writing, and such payments will be made out of existing fees otherwise payable to the Underwriter, past profits of the Underwriter, or other resources available to the Underwriter. No such payments shall be made directly by the Fund.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

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5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including reasonable legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or

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omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such

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action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including reasonable legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or

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supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement; or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

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7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including reasonable legal and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages,

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liabilities or expenses (or actions in respect thereof) or settlements, are related to the operations of the Fund and:

(i) arise as a result of any material failure by the Fund to provide the services and furnish the materials under the terms of this Agreement; or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Fund shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Fund in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Fund of any such claim shall not relieve the Fund from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Fund and such Fund is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Fund will be entitled to participate, at its own expense, in the defense thereof. The Fund also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Fund to such party of the Fund' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Fund will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Fund and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests

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between them. The Fund will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Fund agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.3(d). The Company and the Underwriter agree promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state

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or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations or financial condition since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations or financial condition since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 90 days prior written notice to the Fund of the date of substitution.

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9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

The Lazard Funds, Inc.
c/o Lazard Asset Management LLC
30 Rockefeller Plaza
New York, New York 10112
Attention: General Counsel

If to the Company:

TIAA
8500 Andrew Carnegie Blvd

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Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

Lazard Asset Management Securities LLC
c/o Lazard Asset Management LLC
30 Rockefeller Plaza
New York, New York 10112
Attention: General Counsel

If to Adviser:

Lazard Asset Management LLC
30 Rockefeller Plaza
New York, New York 10112
Attention: General Counsel

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom.

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any

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other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances.

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent

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jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hall Moody

Title: Senior Director

Date: 9/28/2016

FUND: THE LAZARD FUNDS, INC.

By its authorized officer

By: /s/ Stephen St. Claire

Title: Treasurer

Date: 9/19/2016

UNDERWRITER: LAZARD ASSET MANAGEMENT SECURITIES LLC

By its authorized officer

By: /s/ Charles L. Carroll

Title: President

Date: 9/19/2016

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ADVISER: LAZARD ASSET MANAGEMENT LLC

By its authorized officer

By: /s/ Charles L. Carroll

Title: Deputy Chairman

Date: 9/19/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	The Lazard Funds, Inc. existing and future series (R6 share class).

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Formof and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Formand Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreementto Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in

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place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitationon Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but

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does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will immediately notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. Underwriter shall promptly pay for systems and out of pocket costs (including preparing and mailing revised statements) up to $10,000 for each Price Error occurrence; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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 Exhibit (8)(A8)

PARTICIPATION AGREEMENT

Among

Lord Abbett Investment Trust,

Lord, Abbett & Co. LLC,

Lord Abbett Distributor LLC,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS PARTICIPATION AGREEMENT (the "**Agreement**"), made and entered into as of this ____ day of _____, 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "**Company**"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "**Account**"), the Lord Abbett Investment Trust a Delaware statutory trust, including each separate investment portfolio thereof, whether existing at the date of this Agreement or established subsequent thereto (hereinafter the "**Fund**"), Lord, Abbett & Co. LLC (hereinafter the "**Adviser**"), and Lord Abbett Distributor LLC (hereinafter the "**Underwriter**"), a Delaware limited liability company.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "**1940 Act**") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "**1933 Act**"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("**Participating Insurance Companies**") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "**Portfolio**" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "**Contracts**"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

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WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("**SEC**") under the Securities Exchange Act of 1934, as amended (hereinafter the "**1934 Act**"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "**FINRA**"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "**Designated Portfolios**") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

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1.3 The Fund and the Underwriter will not sell Fund shares to any insurance company or separate account unless an agreement containing provisions substantially the same as Articles I and III of this Agreement is in effect to govern such sales.

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

1.5 The Fund hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

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1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C (Schedule C also contains further reciprocal provisions regarding errors in the pricing, purchase, redemption, transfer or registration of Designated Portfolios). Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company immediately upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or

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their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via Fund/SERV by the time of receipt of Cycle 8 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through Fund/SERV, unless an order is submitted manually. All orders submitted prior to Cycle 8 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Section 1.3 and Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

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1.13 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Delaware and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered

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under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with the laws of the State of New York and any applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with the laws of the State of New York and any applicable state and federal securities laws.

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than that required to be maintained by entities subject to the requirements of Rule 17g-1 of the 1940 Act. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser and Underwriter represent that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser and the Underwriter represent that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser and Underwriter agree to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

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ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall

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reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, its name, the name of Adviser and the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Underwriter' s trademark(s) and/or the Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after

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receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Adviser or a Fund. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales

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Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund and Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses, then the Underwriter may make payments to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Underwriter in writing, and such payments will be made out of existing fees otherwise payable to the Underwriter, past profits of the Underwriter, or other resources available to the Underwriter. No such payments shall be made directly by the Fund.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

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5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

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ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon

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and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the

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extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a

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material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of

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such Indemnified Party' s willful misfeasance, bad faith, or negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of

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this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including legal and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to the Fund and:

(i) arise as a result of any failure by the Fund to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Fund shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Fund in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Fund of any such claim shall not relieve the Fund from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Fund and such Fund is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Fund will be entitled to participate, at its own expense, in the defense thereof. The Fund also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Fund to such party of the Fund' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Fund will not be

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liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Fund and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Fund will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Fund agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.3(d). The Company and the Underwriter agree promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

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(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance

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with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

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9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days' notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by overnight delivery service or registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302
Attention: General Counsel

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If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302
Attention: General Counsel

If to Adviser:

Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302
Attention: General Counsel

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for

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which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach

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by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement that it may reasonably request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative as of the date specified below.

COMPANY: **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**
By its authorized officer

By: /s/ Hal Moody
Name: Hal Moody
Title: Senior Director
Date: 8/17/2016

FUND: **Lord Abbett Investment Trust**
By its authorized officer

By: /s/ Lawrence H. Kaplan
Lawrence H. Kaplan
Vice President and Secretary
Date: 8/18/2016

UNDERWRITER: **Lord Abbett Distributor LLC, by its Managing Member, Lord, Abbett & Co. LLC**
By its authorized officer

By: /s/ Lawrence H. Kaplan
Lawrence H. Kaplan
Member
Date: 8/18/2016

ADVISER: **Lord, Abbett & Co. LLC**
By its authorized officer

By: /s/ Lawrence H. Kaplan
Lawrence H. Kaplan
Member

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Date: 8/18/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Lord Abbett High Yield Fund

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in

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place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but

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does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

Errors or Delays

In the event of (i) any error or delay with respect to information regarding the pricing, purchase, redemption, transfer or registration of Shares (including transactions on an as-of-basis which must be approved and authorized by the Funds and/or the Distributor), or (ii) a determination by the Funds or their designee that an order submitted by the Company is not in compliance with a Fund' s policies and procedures as set forth in the Fund' s Prospectus and/or SAI, the parties agree that each is obligated to make Account and the Funds, respectively, whole for any such error or delay, or determination, that it causes or that has been caused in connection with any transaction or trade it has transmitted or submitted, subject in each case to the relevant Fund' s policies on materiality of pricing errors, if applicable. In addition, each party agrees that neither will receive compensation from the other for the costs of any reprocessing necessary as a result of an error or delay, or determination. Each party agrees to provide the other with prompt notice of any errors or delays, or determinations, of the type referred to in this Section.

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 Exhibit (8)(A9)

PARTICIPATION AGREEMENT

among

MFS SERIES TRUST XI,

MFS FUND DISTRIBUTORS, INC.,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), MFS Series Trust XI (hereinafter the "Fund"), a Massachusetts business trust, and MFS Fund Distributors, Inc. (hereinafter the "Underwriter"), a Delaware corporation.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Fund' s investment adviser, Massachusetts Financial Services Company ("Adviser"), is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Fund may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio at any time.

1.3 [RESERVED]

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus. The Trust may redeem shares in cash or, to the extent permitted by applicable law, in-kind.

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1.5 The Fund hereby appoints the Company as an agent of the Fund solely for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by 4:00 p.m. Eastern time and the Fund receives notice of such order by 9:00 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC. The Company and the Fund shall net purchase and redemption orders with respect to each Designated Portfolio and shall transmit one net payment for all of the Designated Portfolios in accordance with Section 1.7 hereof.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement. The Company will not engage in, authorize or facilitate market timing or late trading in the Funds and will take reasonable steps necessary to identify and prevent market timing and late trading in the Funds by Account holders.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund, it being understood receipt may be delayed due to bank errors or other factors beyond the control of the parties. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company, it being understood receipt may be delayed due to bank errors or other factors beyond the control of the parties.

1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

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1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election, or to elect otherwise in the account application or NSCC account establishment instructions, and to receive all such income dividends and capital gain distributions in cash. The Fund shall reflect in an account statement and/or trade confirmation the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Fund shall make an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company promptly upon discovery. In the event the Company has to reprocess accounts due solely to an incorrect NAV submitted to Company by a Fund, the Parties shall discuss in good faith whether Underwriter will reimburse Company for its actual direct expenses incurred in reprocessing.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares are executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to

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ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

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1.13 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

1.14 The parties agree that the Accounts are not intended to serve as vehicles for frequent transfers among the Designated Portfolios in response to short-term stock market fluctuations. Accordingly, the Company represents and warrants that:

1.14.1 All purchase and redemption orders it provides under this Article I shall result solely from Account holder transactions fully received and recorded by the Company before the time as of which each applicable Designated Portfolio net asset value was calculated (currently 4:00 p.m. New York time);

1.14.2 It will comply with its policies and procedures reasonably designed to prevent excessive trading;

1.14.3 Any annuity contract forms or variable life insurance policy forms not in use at the time of execution of this Agreement, but added to in the future via amendment hereto, will contain language reserving to the Company the right to refuse to accept instructions from persons that engage in market timing or other excessive or disruptive trading activity.

1.15 The Company agrees to comply with its obligations under applicable anti-money laundering ("AML") laws, rules and regulations, including but not limited to its obligations under the United States Bank Secrecy Act of 1970, as amended (by the USA PATRIOT Act of 2001 and other laws), and the rules, regulations and official guidance issued thereunder (collectively, the "BSA"). The Company agrees to undertake inquiry and due diligence regarding the customers to whom the Company offers and/or sells the Accounts or on whose behalf the Company purchases Designated Portfolio shares. The Company further represents that the inquiry and due diligence are reasonably designed to determine whether the Company is prohibited from dealing with any such customer by (i) economic sanctions administered by the U.S. Treasury Department' s Office of Foreign Assets Control ("OFAC") (collectively, the "Sanctions"); or (ii) any of the Special Measures under 31 USC 5318 A of the BSA ("Special Measures"). The Company hereby represents, covenants and warrants to each Fund and the Underwriter that neither the Company nor any of the Company' s affiliates maintain offices in any country or territory to which any of the Sanctions or Special Measures prohibit the export of financial services. The Company agrees to notify each Fund and the Underwriter promptly when and if it learns that the establishment or maintenance of any account holding Designated Portfolio shares or a transaction in Designated Portfolio shares violates any of the Sanctions or Special Measures.

1.16 Each party represents, warrants and covenants that it has implemented and maintains a fully-documented business continuity plan and disaster recovery program in conformity with applicable law. A supervisory structure is responsible for ensuring the implementation and updating of the plan and program.

1.17 Each party agrees to adopt policies and practices related to the protection of non-public personal information pursuant to SEC Regulation S-P. These policies and practices are designed to comply with Regulation S-P in all material respects, including, but not limited to, the

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obligation to provide appropriate administrative, technical and physical safeguards reasonably designed to (i) ensure the security and confidentiality of customer records or information; (ii) protect against any anticipated threats or hazards to the security or integrity of customer records and information; and (iii) protect against unauthorized access to or use of customer records or information that could result in substantial harm or inconvenience to any customer.

1.18 Each of the parties to this Agreement affirms that is has procedures in place reasonably designed to protect the privacy of non-public customer information and it will maintain such information that it may acquire pursuant to this Agreement in confidence and in accord with all applicable privacy laws. Each of the parties agrees not to use, or permit the use of, any such customer information for any purpose except to carry out the terms of this Agreement and/or pursuant to any exceptions set forth in such privacy laws. This provision shall survive the termination of this Agreement.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws, and the rules of applicable self-regulatory organizations, and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the Commonwealth of Massachusetts and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to do so in a manner that complies with the requirements of Rule 12b-1 under the 1940 Act.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states.

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2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the Commonwealth of Massachusetts and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with any applicable state and federal securities laws.

2.7 [RESERVED]

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 under the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Underwriter represents that the investment manager, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3 as of the effective date of this Agreement, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Underwriter represents that, as of the effective date of this Agreement, the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment manager to the

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Fund(s) becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, Underwriter agrees to provide the Company with prompt notice, in writing, of such change in, or plans to change, regulatory status. In the event new Designated Portfolios are added to the Agreement after its effective date, the Underwriter will, upon request, provide confirmation as to whether such Designated Portfolio is claiming and/or relying on such exclusions.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto (which may include series other than the Designated Portfolios) as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto (which may include series other than the Designated Portfolios) as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners that are invested in the Designated Portfolios to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement as required by applicable law or regulation. The Fund hereby notifies the Company that it may be appropriate to include in the prospectus pursuant to which a Contract is offered disclosure regarding the potential risks of mixed and shared funding.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available free of charge on the Fund' s website, and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

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3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, annual and semi-annual reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners that are invested in the Designated Portfolios. The Company will distribute this proxy material, reports and other communications to existing Contract owners. If requested by the Company in lieu thereof, the Fund shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners that are invested in the Designated Portfolios to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners that are invested in the Designated Portfolios together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and whatever rules and interpretations the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use various trademarks, service marks, and Fund name(s) owned by Distributor, its affiliates and the Funds ("IP") in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the IP in or as a part of Sales Literature or Other Promotional Materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that

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the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of the IP. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license the IP, (ii) Company has no rights, title or interest in or to the IP, and (iii) all use of the IP by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any IP anywhere in the world. Underwriter may rescind this license at any time in its sole discretion. The license granted herein shall terminate automatically upon the termination of this Agreement and Company shall forthwith cease to use the IP except as the parties may agree in writing. If Company makes any unauthorized use of the IP, the parties acknowledge that the Underwriter and/or its affiliates shall suffer irreparable harm for which monetary damages may be inadequate and thus, each such party shall be entitled to injunctive relief, as well as any other remedy available under law.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

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4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund or Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses, then the Underwriter may make payments to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Underwriter in writing, and such payments will be made out of existing fees otherwise payable to the Underwriter, past profits of the Underwriter, or other resources available to the Underwriter. No such payments shall be made directly by the Fund. With respect to any class of shares of a Designated Portfolio that pays a fee pursuant to the Fund' s Rule 12b-1 plan, the Fund may make payments quarterly to the Underwriter under a Portfolio' s Rule 12b-1 plan, and the Underwriter may in turn use these payments to pay or reimburse the Company or to the underwriter for the Contracts for expenses incurred or paid (as the case may be) by the Company or underwriter for the Contracts attributable to Contracts offered by the Company, provided that

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no such payment shall be made with respect to any quarterly period in excess of an amount determined from time to time by the Fund' s Board of Trustees and disclosed in the Fund' s prospectus. The Underwriter shall not be required to provide any payment to the Company or to the underwriter for the Contracts with respect to any quarterly period pursuant to the Fund' s Rule 12b-1 plan unless and until the Underwriter has received the corresponding payment from the Fund pursuant to the Fund' s Rule 12b-1 plan. The Underwriter shall not be required to provide any payment to the Company or to the underwriter for the Contracts with respect to any quarterly period pursuant to the Fund' s Rule 12b-1 plan if (i) the Fund' s Rule 12b-1 plan is no longer in effect during such quarterly period; or (ii) regulatory changes result in the rescission of Rule 12b-1 or otherwise prohibit the making of such payments. The Fund' s prospectus or statement of additional information may provide further details about such payments and the provisions and terms of the Fund' s Rule 12b-1 plan, and the Company hereby agrees that neither the Fund, MFS nor the Underwriter has made any representations to the Company with respect to the Fund' s Rule 12b-1 plan in addition to, or conflicting with, the description set forth in the Fund' s prospectus.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company as soon as reasonably practicable upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

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ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement

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(including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.4 hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

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(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.4 hereof.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including legal

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and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to the operations of the Fund and:

(i) arise as a result of any material failure by the Fund furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.4 hereof.

For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Company and the Underwriter agree promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

7.4 Promptly after receipt by an Indemnified Party under this Article VII of notice of commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the indemnifying party under this article, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any Indemnified Party otherwise than under this section. In case any such action is brought against any Indemnified Party, and it notified the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, assume the defense thereof, with counsel satisfactory to such Indemnified Party. After notice from the indemnifying party of its intention to assume the defense of an action, the Indemnified Party shall bear the expenses of any additional counsel obtained by it, and the indemnifying party shall not be liable to such Indemnified Party under this section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation.

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7.5 A successor by law of the parties to this Agreement shall be entitled to the benefits of the indemnification contained in this Article VII. The indemnification provisions contained in this Article VII shall survive any termination of this Agreement.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the Commonwealth of Massachusetts.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

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(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all

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Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party. Also, to the fullest extent permitted by relevant law, (a) all requirements in this Agreement that any action be taken by means of any writing, including, without limitation, any notice, shall be deemed to be satisfied by means of any electronic record in such form that is mutually acceptable to the Parties; and (b) all requirements in this Agreement that any writing be signed shall be deemed to be satisfied by any electronic signature in such form that is mutually acceptable to the Parties.

If to the Fund:

MFS Series Trusts
111 Huntington Avenue
Boston, Massachusetts 02199
Facsimile No.: (617) 954-7812
Email: DLGDSDealerSpt @mfs.com
Attn: Ethan D. Corey, Assistant Secretary

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If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Email:fundrelationshipmana@tiaa.org
Attention: Mike Kloss

If to Underwriter:

MFS Fund Distributors, Inc.
111 Huntington Avenue
Boston, Massachusetts 02199
Facsimile No.: (617) 954-7561
Email: DLGDSDealerSpt@MFS.com
Attn: General Counsel

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the board of trustees of the Fund, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund. A copy of the Fund' s Declaration of Trust is on file with the Secretary of State of The Commonwealth of Massachusetts. The Company acknowledges that the obligations of or arising out of this instrument are not binding upon any of the Fund' s trustees, officers, employees, agents or shareholders individually, but are binding solely upon the assets and property of the Fund in accordance with its proportionate interest hereunder. The Company further acknowledges that the assets and liabilities of each Designated Portfolio are separate and distinct and that the obligations of or arising out of this instrument are binding solely upon the assets or property of the Designated Portfolio on whose behalf the Fund has executed this instrument. The Company also agrees that the obligations of each Designated Portfolio hereunder shall be several and not joint, in accordance with its proportionate interest hereunder, and the Company agrees not to proceed against any Designated Portfolio for the obligations of another Designated Portfolio.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public

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domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers or shareholders of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

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(b) Neither the Company, the Fund, nor Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on

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their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party or its designee shall maintain and preserve all records as required by law to be maintained and preserved in connection with providing the services hereunder and in making Funds available to the Account holders and will, upon reasonable request, provide copies of such records to the other party to the extent necessary for the requesting party to meet its obligations under applicable law or regulation, including to comply with any request of a governmental body or self-regulatory organization. Each party hereto shall cooperate with each other party and all appropriate governmental authorities having jurisdiction over it (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

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11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party, other than to an affiliate, without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

[signature page follows]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 9/30/2016

FUND: MFS SERIES TRUST XI

By its authorized officer

By: /s/ Ethan D. Corey

Title: Assistant Secretary

Date: 9/14/2016

UNDERWRITER: MFS FUND DISTRIBUTORS, INC.

By its authorized officer

By: /s/ James A. Jessee

Title: President

Date: 9/13/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	All currently funds offered by the Underwriter as per the then current prospectus.

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including certain identifying information (e.g., account number(s)) that may provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Any such request will not cover a period of more than 90 consecutive Business Days. The Fund or its designee may request transaction information older than 90 days from the date of the request as it deems necessary to investigate compliance with policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

C. Form and Timing of Response.

The Company agrees to provide promptly in a secure manner, but in no event later than 5 business days, upon request by the Fund or its designee the requested information specified in Section A. If the requested information is not on the Company' s books and records but is on the books and records of a financial intermediary ("indirect intermediary") Company shall either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) if directed by the Fund or its designee, restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder (or indirect intermediary) who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in place. If the TIN, ITIN, GII or specific individual Contract

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owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted Trusts" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines in its sole discretion that, pursuant to its policies and/or the terms of the prospectus, corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will promptly notify Company of the Price Error. The materiality of an incorrect price will be determined in a manner that is not inconsistent with applicable SEC guidance. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

For the avoidance of doubt, Underwriter may delegate any of its responsibilities hereunder to an affiliate but will remain responsible for performance.

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 Exhibit (8)(A10)

PARTICIPATION AGREEMENT

Among

NATIONWIDE MUTUAL FUNDS,

NATIONWIDE FUND DISTRIBUTORS LLC,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____ , 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), Nationwide Mutual Funds (hereinafter the "Fund"), a Delaware statutory trust, and Nationwide Fund Distributors LLC (hereinafter the "Underwriter"), a Delaware limited liability company.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Underwriter agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Trustees of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

1.3 Upon notice to the Company, the Underwriter reserves the right to reject any purchase orders for Fund shares, including exchanges, if the Underwriter reasonably believes owners of Contracts are engaging in short-term or excessive trading into and out of a Designated Portfolio or otherwise engaging in trading that may be disruptive to a Designated Portfolio ("Market Timing"). The Company has policies and procedures in effect to discourage Market Timing. The Underwriter acknowledges that the Company shall apply its own Market Timing policies and procedures to trading of Fund shares hereunder which may differ from the criteria set forth in the Fund' s prospectuses and statements of additional information.

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1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

1.5 The Underwriter hereby appoints the Company as its agent for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order by the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern time) and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.7 and 2.8 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

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1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company immediately upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Underwriter and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares are executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Underwriter and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Underwriter and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Underwriter and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Underwriter

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and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Underwriter to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System before 9:30 a.m. Eastern time on the following Business Day (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted via the Networking System prior to 9:30 a.m. Eastern time on the following Business Day (T+1), which the Company certifies it shall have received before 4:00 p.m. Eastern time on the prior Business Day (T), shall receive the net asset value determined as of 4:00 p.m. Eastern time on the prior Business Day (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to the general public or other insurance companies and the cash value of the Contracts may be invested in other investment companies.

1.13 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

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1.14 The Company, the Underwriter and the Fund each will make every effort to remain in full compliance with all applicable anti-money laundering laws, rules and regulations, including but not limited to, the Bank Secrecy Act (the "BSA"), its implementing regulations, and the USA Patriot Act, which amends certain sections of the BSA and sets forth certain other anti-money laundering requirements. To facilitate compliance with anti-money laundering laws, as applicable, each party has developed and implemented policies and procedures required by federal law to detect, deter and prevent money laundering, including those required by the BSA and the USA Patriot Act. Each party further agrees to cooperate and share information with the other to the extent required by law to facilitate implementation of each other' s anti-money laundering program.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states.

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2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Delaware and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with the laws of the State of New York and any applicable state and federal securities laws.

2.7 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.8 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.09 The Fund represents and warrants that the Fund is and shall maintain compliance with Rule 38a-1 under the 1940 Act in all material respects.

2.10 The Underwriter represents that the investment adviser to the Fund, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Underwriter represents that the investment manager to those Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the investment adviser to the Fund becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA with respect to the Designated Portfolios, or an exemption from registration as a CPO or CTA, the Underwriter agrees to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

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ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Underwriter will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Underwriter will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of the Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Company (or, in the Fund' s discretion, from the Fund), and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Underwriter will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall

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reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings to the extent legally required or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, its name, the name of the Fund' s investment adviser and the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Underwriter' s trademark(s) and/or the Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or its investment adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company unless the Underwriter approves such use in writing,

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which such approval shall not be unreasonably withheld. All such use by Company of such material shall be in accordance with Underwriter' s reasonable policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Fund or its investment adviser. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund' s shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Underwriter, except with the permission of the Fund or the Underwriter, which such permission shall not be unreasonably withheld.

4.3 The Underwriter or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used unless the Company approves such use in writing, which such approval shall not be unreasonably withheld.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports and proxy statements that relate to the Fund or its shares and which have been filed with the SEC within a reasonable time after the filing of such document(s) with the SEC.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports and solicitations for voting instructions that relate to the Contracts or the Account within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

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4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund, the Underwriter or any affiliate of either: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund, the Underwriter or their respective affiliates.

4.8 The Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Underwriter to mail such supplements to Fund' s shareholders. The Underwriter will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses (a "12b-1 Plan"), then the Underwriter may make payments to the underwriter for the Contracts to the extent and manner provided in such 12b-1 Plan. Neither the Fund, the Underwriter, nor any of their affiliates shall be liable hereunder for any payments to the underwriter of the Contracts, or any of their affiliates except as prescribed by the Fund' s 12b-1 Plan.

5.2 All expenses incident to performance by the Underwriter or Fund under this Agreement shall be paid by the Underwriter or Fund (as applicable), except as otherwise provided herein. The Underwriter shall see to it that all of the Fund' s shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Underwriter, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance of the Fund' s shares.

5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

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ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on

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behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or result from statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund or Underwriter by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the

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Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that the Company shall not, without the prior written consent of the Indemnified Parties, settle or compromise the liability of any Indemnified Party in such action unless in connection with such settlement or compromise each Indemnified Party receives from the claimant a release from all liability in respect of such claim. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based

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upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or result from statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or Fund or persons under their control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter or Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter or Fund;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

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7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that that the Underwriter shall not, without the prior written consent of the Indemnified Party, settle or compromise the liability of any Indemnified Party in such action unless in connection with such settlement or compromise each Indemnified Party receives from the claimant a release from all liability in respect of such claim. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or the Fund or any of their respective officers, directors or trustees in connection with the issuance or sale of the Contracts or the operation of the Account.

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ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, upon three (3) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

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(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, its investment adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as

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necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

Nationwide Mutual Funds
1000 Continental Drive, Suite 400
King of Prussia, Pennsylvania 19406
Attention: Fund Administration

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

Nationwide Fund Distributors LLC
1000 Continental Drive, Suite 400
King of Prussia, Pennsylvania 19406
Attention: Fund Administration

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the

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Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents nor shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

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11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, nor Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

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(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order

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to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

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Date: 8/11/2016

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FUND: NATIONWIDE MUTUAL FUNDS

By its authorized officer

By: /s/ Lee Cummings

Title: Senior Vice President

Date: 8/10/2016

UNDERWRITER: NATIONWIDE FUND DISTRIBUTORS LLC

By its authorized officer

By: /s/ Lee Cummings

Title: Senior Vice President

Date: 8/10/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Nationwide Geneva Small Cap Growth Instl

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days, unless the Fund deems it necessary to investigate compliance with policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner

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number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted funds" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

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The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Designated Portfolio determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will immediately notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Designated Portfolio' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. Underwriter shall promptly pay for systems and out of pocket costs (including preparing and mailing revised statements) up to $10,000 for each Price Error occurrence; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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 Exhibit (8)(A11)

PARTICIPATION AGREEMENT

Among

Parnassus Fund

Parnassus Investments,

Parnassus Funds Distributor,

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this __ day of , 2016 by and among Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), Parnassus Fund (hereinafter the "Fund"), a Massachusetts Business Trust, Parnassus Investments (hereinafter the "Adviser"), a California Corporation, and Parnassus Funds Distributor (hereinafter the "Underwriter"), a California Corporation.

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

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WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts;

WHEREAS, the Fund and the Underwriter know of no reason why shares in the Fund may not be sold to Participating Insurance Companies to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the Adviser is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value;

NOW, THEREFORE, in consideration of their mutual promises, the Company, the Fund, the Adviser, and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Account orders, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 The Fund agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company and the Account on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Fund shall calculate such net asset value on each day which the New York Stock Exchange is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Directors of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board acting in good faith and in light of their fiduciary duties under federal and any applicable state laws, necessary in the best interests of the shareholders of such Designated Portfolio.

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1.3 The Fund and the Underwriter will not sell Fund shares to any insurance company or separate account unless an agreement containing provisions substantially the same as Articles I and III of this Agreement is in effect to govern such sales.

1.4 The Fund agrees to redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company, executing such requests on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption consistent with Section 22(e) of the 1940 Act and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in the then current prospectus.

1.5 The Fund hereby appoints the Company as an agent of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of those Designated Portfolios made available hereunder, and receipt by such agent shall constitute receipt by the Fund; provided that the Company receives the order in proper form in accordance with the then current prospectus by 4:00 p.m. Eastern time and the Fund receives notice of such order by 9:30 a.m. Eastern time on the next following Business Day. "Business Day" shall mean any day on which the New York Stock Exchange is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus to the extent not inconsistent with the terms and conditions of this Agreement.

1.7 The Company shall pay for Fund shares one Business Day after receipt of an order to purchase Fund shares is made in accordance with the provisions of Section 1.5 hereof. Payment shall be in federal funds transmitted by wire by 3:00 p.m. Eastern time (unless the Fund determines and so advises the Company that sufficient proceeds are available from redemption of shares of other Designated Portfolios effected pursuant to redemption requests tendered by the Company on behalf of the Account, or unless the Fund otherwise determines and so advises the Company to delay the date of payment, to the extent the Fund may do so under the 1940 Act). If payment in federal funds for any purchase is not received or is received by the Fund after 3:00 p.m. Eastern time on such Business Day, the Company shall promptly, upon the Fund' s request, reimburse the Fund for any charges, costs, fees, interest or other expenses incurred by the Fund in connection with any advances to, or borrowings or overdrafts by, the Fund, or any similar expenses incurred by the Fund, as a result of portfolio transactions effected by the Fund based upon such purchase request. For purposes of Section 2.8 and 2.9 hereof, upon receipt by the Fund of the federal funds so wired, such funds shall cease to be the responsibility of the Company and shall become the responsibility of the Fund. Payment for Designated Portfolio shares redeemed by the Account or the Company shall be made by the Fund in federal funds transmitted by wire to the Company or any other designated person by 3:00 p.m. Eastern time on the next Business Day after an order to redeem a Designated Portfolio' s shares is made in accordance with the provision of Section 1.5 hereof (unless redemption proceeds are to be applied to the purchase of shares of other Designated Portfolios in accordance with this Section 1.7). Upon receipt by the Company of the payment, such funds shall cease to be the responsibility of the Fund and shall become the responsibility of the Company.

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1.8 Issuance and transfer of the Fund' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Fund shall furnish same day notice (by wire or telephone, followed by written confirmation) to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of that Fund at the ex-dividend date net asset values. The Company reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Fund shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Fund shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7 p.m. Eastern time each Business Day. If the net asset value is materially incorrect through no fault of the Company, the Company on behalf of each Account, shall be entitled to an adjustment to the number of shares purchased or redeemed to reflect the correct net asset value in accordance with Fund procedures and the Fund shall bear the cost of correcting such errors, pursuant to Schedule C. Any material error in the calculation or reporting of the net asset value, dividends, or capital gain information shall be reported to the Company promptly upon discovery.

1.11 If transactions in shares of the Designated Portfolios are settled through the National Securities Clearing Corporation ("NSCC") Fund/SERV system, the following provisions shall apply:

(1) The Fund and the Company each represent that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

(2) The Fund and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Fund and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Fund and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

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(3) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(4) Based on Contract owner instructions and other authorized account transactions received by the Company prior to the close of the New York Stock Exchange on each Business Day (T), the Company or its designee shall transmit to the Fund via the Networking System by the time of receipt of Cycle 11 from the NSCC on the following Business Day, (T+1), a file containing the order, in dollars or shares, by each Account for shares of each Designated Portfolio for the preceding Business Day.

(5) Settlement for all orders effected pursuant to the Agreement will occur on a (T+1) basis, in same day funds, through the Networking System, unless an order is submitted manually. All orders submitted prior to Cycle 11 via the Networking System shall receive prices from the trade date (T).

If, on any Business Day, (i) a party to this Agreement chooses not to use the Networking System for a particular transaction, or (ii) there are technical problems with the Networking System that render it impracticable for a party to transmit or receive information through the Networking System, the party who determines not to use the Networking System will notify the other party of such determination as early as possible. In such event, the procedures set forth in Article I of this Agreement shall apply.

If federal funds are not received on the day the Fund is notified of the purchase request for shares of the Designated Portfolio, then such funds will be invested, and the shares of the Designated Portfolio purchased thereby will be issued at the net asset value next determined after the Fund receives such payment.

The Fund shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.12 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.13 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; the Fund' s shares may be sold to other insurance companies (subject to Section 1.3 and Article VI hereof) and the cash value of the Contracts may be invested in other investment companies.

1.14 Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

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ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that the Contracts are or will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act. The Company further represents and warrants that the Contracts will be issued and sold in compliance in all material respects with all applicable federal and state laws and that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements. The Company further represents and warrants that it is an insurance company duly organized and in good standing under applicable law and that it has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under the New York insurance laws and has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts or that it has not registered the Account in proper reliance upon an exclusion from registration under the 1940 Act. The Company shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

2.2 The Fund represents and warrants that Fund shares sold pursuant to this Agreement shall be registered under the 1933 Act, duly authorized for issuance and sold in compliance with the laws of the state of New York and all applicable federal and state securities laws and that the Fund is and shall remain registered under the 1940 Act. The Fund shall amend the Registration Statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares. The Fund shall register and qualify the shares for sale in accordance with the laws of the various states only if and to the extent deemed advisable by the Fund or the Underwriter.

2.3 To the extent that the Fund decides to finance distribution expenses pursuant to Rule 12b-1 under the 1940 Act, the Fund will undertake to have the Board, a majority of whom are not interested persons of the Fund, formulate and approve any plan pursuant to Rule 12b-1 under the 1940 Act to finance distribution expenses.

2.4 The Fund makes no representations as to whether any aspect of its operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states, except that the Fund represents that the Fund' s investment policies, fees and expenses are and shall at all times remain in compliance with the laws of the state of New York to the extent required to perform this Agreement.

2.5 The Fund represents that it is lawfully organized and validly existing under the laws of the state of Massachusetts and that it does and will comply in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered

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under all applicable federal and state securities laws. The Underwriter further represents and warrants that it serves as principal underwriter/distributor of the Fund and that it will sell and distribute the Fund shares in accordance with the laws of the State of New York and any applicable state and federal securities laws.

2.7 The Adviser represents and warrants that it is and shall remain duly registered under all applicable federal and state securities laws and that it shall perform its obligations for the Fund in compliance in all material respects with the laws of the State of New York and any applicable state and federal securities laws.

2.8 The Fund and the Underwriter represent and warrant that all of their directors, officers, employees, investment advisers, and other individuals or entities dealing with the money and/or securities of the Fund are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 The Fund represents and warrants that the Fund is in and shall maintain compliance with Rule 38a-1 under the 1940 Act.

2.11 The Adviser represents that the Adviser, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Adviser represents that the Adviser is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder, or is otherwise exempt from registration as a CTA, and therefore is not subject to regulation as a CTA. To the extent that the Adviser becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA, or an exemption from registration as a CPO or CTA, the Adviser agrees to provide the Company with immediate notice, in writing, of such change in, or plans to change, regulatory status.

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ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 At least annually (or in the case of a prospectus supplement, when that supplement is issued), the Fund, through the Underwriter, shall provide the Company with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request, at the Fund' s expense, to distribute to existing Contract owners (including at the time of Contract fulfillment and confirmation). The Fund, through the Underwriter, shall provide the Company (at the Company' s expense) with as many copies of the Fund' s current prospectus (describing only the Designated Portfolios listed on Schedule A) and any supplements thereto as the Company may reasonably request for distribution to prospective purchasers of Contracts. The Fund will provide the copies of said prospectus and supplements to the Company or to its mailing agent. If requested by the Company in lieu thereof, the Fund shall provide such documentation (including a final copy of the new prospectus as set in type or on a diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company once each year (or more frequently if the prospectus for the Fund is amended) to have the prospectus (which shall include an offering memorandum, if any) for the Contracts, and the Fund' s prospectus printed together in one document (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund prospectus to be printed for existing Contract owners together with the prospectus(es) for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s prospectus bears to the total number of pages in the document. The Fund will, upon request, provide the Company with a copy of the Fund' s prospectus through electronic means to facilitate the Company' s efforts to provide Fund prospectuses via electronic delivery. Company shall update its website with the most recent version of a Fund' s prospectus no earlier than the date of such prospectus or supplement and shall remove from its website any earlier copies of the Fund' s prospectus or supplement no later than the time for which the effectiveness of such prospectus expires.

3.2 The Fund' s prospectus shall state that the current Statement of Additional Information ("SAI") for the Fund is available from the Fund, and the Underwriter (or the Fund), at its expense, shall print, or otherwise reproduce, and provide sufficient copies of such SAI and any supplements thereto free of charge to the Company for itself, and for any owner of a Contract who requests such SAI. The Fund will provide the Company with as many copies of the SAI and any supplements thereto as the Company may reasonably request for distribution, at the Company' s expense, to prospective Contract owners. The Company shall send an SAI to any such Contract owner within 3 business days of the receipt of a request.

3.3 The Fund, at its expense, shall provide the Company with copies of its proxy material, reports to shareholders, and other communications to shareholders in such quantity as the Company shall reasonably require for distributing to Contract owners in the Fund. The Company will distribute this proxy material, reports and other communications to existing Contract owners. The Underwriter, at its expense, shall provide the Company with copies of the Fund' s annual and semi-annual reports to shareholders in such quantity as the Company shall reasonably request for use in connection with offering the Contracts issued by the Company. If requested by the Company in lieu thereof, the Underwriter shall provide such documentation (which may include a final copy of the Fund' s annual and semi-annual reports as set in type or on

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diskette, at the Fund' s expense) and other assistance as is reasonably necessary in order for the Company to print such shareholder communications for distribution to Contract owners (such printing for existing Contract owners to be at the Fund' s expense). With respect to any Fund communication to be printed for existing Contract owners together with communications for other investment vehicles funding the Account, the Fund agrees to pay its proportionate share of reasonable expenses as represented by the ratio that the number of pages of the Fund' s communication bears to the total number of pages in the document.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

3.5 The Fund will comply with all provisions of the 1940 Act requiring voting by shareholders, and in particular the Fund will either provide for annual meetings or comply with Section 16(c) of the 1940 Act (although the Fund is not one of the trusts described in Section 16(c) of that Act) as well as with Sections 16(a) and, if and when applicable, 16(b). Further, the Fund will act in accordance with the SEC' s interpretation of the requirements of Section 16(a) with respect to periodic elections of directors or trustees and with whatever rules the SEC may promulgate with respect thereto.

ARTICLE IV. Sales Material and Information

4.1 Underwriter hereby grants to Company a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and limited license to use its trademarks, its name, the name of Adviser and the Fund name(s) in connection with its obligations under this Agreement. Notwithstanding the foregoing license, unless Company will use the Underwriter' s trademark(s) and/or the Fund name(s) in or as a part of Sales Literature or Other Promotional Materials that includes other Fund companies' trademarks and/or Fund names as a listing of Funds available in connection with the sale of Contracts, Company shall furnish, or shall cause to be furnished, to the Underwriter, each piece of Sales Literature or Other Promotional Materials that the Company develops or uses and in which (a) a trademark of Underwriter appears or is shown or (b) a Fund (or a Designated Portfolio thereof) or the Adviser or the Underwriter is named, at least ten calendar days prior to its use. No such material shall be used by Company if the Underwriter reasonably objects to such use within ten calendar days after receipt of such material. Underwriter reserves the right to reasonably object to the continued use of such material, and no such material shall be used by Company if the Underwriter so objects. All such use by Company of such material shall be in accordance with Underwriter' s reasonable

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policies regarding advertising and trademark use. Underwriter, in its sole discretion from time to time, may change the appearance and/or style of its trademarks, provided that Company is given sufficient advance notice to implement any such changes. Company acknowledges and agrees that, except for the limited license granted pursuant to this section, (i) Underwriter has the rights to license its trademarks, (ii) Company has no rights, title or interest in or to Underwriter' s trademarks, and (iii) all use of such trademarks by Company shall inure to the benefit of Underwriter. Company shall not apply for registration of a trademark that is confusingly similar or identical to any of Underwriter' s trademarks anywhere in the world. Underwriter may rescind this license at any time if it determines, in its sole discretion, that use of its trademarks or the Fund name(s) will have an adverse effect on it, the Adviser or a Fund. Upon the expiration or termination of this Agreement or the termination of the license granted in this section, Company shall cease using the trademarks of Underwriter except as the parties may agree in writing.

4.2 The Company shall not give any information or make any representations or statements on behalf of the Fund or concerning the Fund in connection with the sale of the Contracts other than the information or representations contained in the registration statement or prospectus or SAI for the Fund shares, as such registration statement and prospectus or SAI may be amended or supplemented from time to time, or in reports or proxy statements for the Fund, or in Sales Literature or Other Promotional Materials approved by the Fund or its designee or by the Underwriter, except with the permission of the Fund or the Underwriter or the designee of either.

4.3 The Fund, Underwriter, or its designee shall furnish, or shall cause to be furnished, to the Company, each piece of Sales Literature or Other Promotional Materials in which the Company, and/or its Account, is named at least ten calendar days prior to its use. No such material shall be used if the Company reasonably objects to such use within ten calendar days after receipt of such material. The Company reserves the right to reasonably object to the continued use of such material and no such material shall be used if the Company so objects.

4.4. The Fund and the Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

4.5 The Fund will provide to the Company at least one complete copy of all registration statements, prospectuses, SAIs, reports, proxy statements, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Fund or its shares, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

4.6 The Company will provide to the Fund at least one complete copy of all registration statements, prospectuses, SAIs, reports, solicitations for voting instructions, Sales Literature and Other Promotional Materials, applications for exemptions, requests for no-action letters, and all amendments to any of the above, that relate to the Contracts or the Account, within a reasonable time after the filing of such document(s) with the SEC or other regulatory authorities.

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4.7 For purposes of this Article IV, the phrase "Sales Literature and Other Promotional Materials" includes, but is not limited to, any of the following that refer to the Fund or any affiliate of the Fund: advertisements (such as material published, or designed for use in, a newspaper, magazine, or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, or other public media), sales literature (i.e., any written communication distributed or made generally available to customers or the public, including brochures, circulars, reports, market letters, form letters, seminar texts, reprints or excerpts of any other advertisement, sales literature, or published article), educational or training materials or other communications distributed or made generally available to some or all agents or employees, and registration statements, prospectuses, SAIs, shareholder reports, proxy materials, and any other communications distributed or made generally available with regard to the Fund.

4.8 The Fund and Underwriter will provide the Company with as much notice as is reasonably practicable of any proxy solicitation for any Designated Portfolio, and of any material change in the Fund' s registration statement (other than changes that take place at the time of the annual prospectus update), particularly any change resulting in a change to the registration statement or prospectus or statement of additional information for any Account, to the extent such notice is permissible under the law and the Fund' s selective disclosure policies and a determination is made by the Fund to mail such supplements to Fund' s shareholders. The Fund will cooperate with the Company so as to enable the Company to solicit proxies from Contract owners or to make changes to its prospectus, statement of additional information or registration statement, in an orderly manner. The Company will be seeking to combine mailings to Contract owners to reduce costs to the extent practicable.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement, except that if the Fund or any Fund adopts and implements a plan pursuant to Rule 12b-1 to finance distribution expenses, then the Underwriter may make payments to the Company or to the underwriter for the Contracts if and in amounts agreed to by the Underwriter in writing, and such payments will be made out of existing fees otherwise payable to the Underwriter, past profits of the Underwriter, or other resources available to the Underwriter. No such payments shall be made directly by the Fund.

5.2 All expenses incident to performance by the Fund under this Agreement shall be paid by the Fund, except as otherwise provided herein. The Fund shall see to it that all its shares are registered and authorized for issuance in accordance with applicable federal law and, if and to the extent deemed advisable by the Fund, in accordance with applicable state laws prior to their sale. The Fund shall bear the expenses for the cost of registration and qualification of the Fund' s shares, preparation and filing of the Fund' s prospectus and registration statement, proxy materials and reports, setting the prospectus in type, setting in type and printing the proxy materials and reports to shareholders (including the costs of printing a prospectus that constitutes an annual report), the preparation of all statements and notices required by any federal or state law, and all taxes on the issuance or transfer of the Fund' s shares.

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5.3 The parties shall bear the expenses of printing the Fund' s prospectus, SAI and other documents and of distributing the Fund' s prospectus, SAI, proxy materials, and reports to Contract owners and prospective Contract owners as described in Section 3.1 through 3.3.

ARTICLE VI. Qualification

6.1 The Fund represents that each Designated Portfolio is or will be qualified as a Regulated Investment Company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that it has ceased to so qualify or that it might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees and directors and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts and:

(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

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(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own

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expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively a "Loss") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) or settlements are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such

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statement or omission or such alleged statement or omission was made in reliance upon and in conformity with information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares; or

(iii) arise out of any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

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7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

7.3 Indemnification By the Fund

7.3(a). The Fund agrees to indemnify and hold harmless the Company and each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.3) against any and all losses, claims, expenses, damages, liabilities (including amounts paid in settlement with the written consent of the Fund) or litigation (including legal

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and other expenses) (for purposes of this Section 7.3, collectively a "Loss") to which the Indemnified Parties may be required to pay or may become subject under any statute or regulation, at common law or otherwise, insofar as such losses, claims, expenses, damages, liabilities or expenses (or actions in respect thereof) or settlements, are related to the operations of the Fund and:

(i) arise as a result of any material failure by the Fund to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(ii) arise out of or result from any material breach of any representation and/or warranty made by the Fund in this Agreement or arise out of or result from any other material breach of this Agreement by the Fund;

as limited by and in accordance with the provisions of Sections 7.3(b) and 7.3(c) hereof.

For purposes of this Section 7.3, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Article VI, including, without limitation, all costs associated with correcting or responding to any such failure.

7.3(b). The Fund shall not be liable under this indemnification provision with respect to any Loss to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company, the Fund, the Underwriter or the Account, whichever is applicable.

7.3(c). The Fund shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Fund in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Fund of any such claim shall not relieve the Fund from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Fund and such Fund is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Parties, the Fund will be entitled to participate, at its own expense, in the defense thereof. The Fund also shall be entitled to assume the expense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Fund to such party of the Fund' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Fund will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Fund and the Indemnified Party will have mutually agreed to the retention of such counsel; or

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(ii) the named parties to any such proceeding (including any impleaded parties) include both the Fund and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Fund will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Fund agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

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7.3(d). The Company agrees promptly to notify the Fund of the commencement of any litigation or proceeding against it or any of its respective officers or directors in connection with the Agreement, the issuance or sale of the Contracts, the operation of the Account, or the sale or acquisition of shares of the Fund.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of New York.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by six (6) months' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio based upon the Company' s determination that shares of the Fund are not reasonably available to meet the requirements of the Contracts; provided that such termination shall apply only to the Designated Portfolio not reasonably available; or

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(c) termination by the Company by written notice to the Fund and the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

(d) termination by the Fund or Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Fund or Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(e) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Fund or Underwriter to perform its obligations under this Agreement; or

(f) termination by the Company by written notice to the Fund and the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(g) termination by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Fund or Underwriter reasonably believes that such Contracts may fail to so qualify; or

(h) termination by either the Fund or the Underwriter by written notice to the Company, if either one or both of the Fund or the Underwriter respectively, shall determine, in their sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company by written notice to the Fund and the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(k) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the Fund in accordance

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with the terms of the Contract, provided that the Company has given at least 45 days prior written notice to the Fund of the date of substitution.

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9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to all other parties of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. Notwithstanding any termination of this Agreement, the Fund and the Underwriter shall, at the option of the Company, continue to make available additional shares of the Fund pursuant to the terms and conditions of this Agreement, for all Contracts in effect on the effective date of termination of this Agreement (hereinafter referred to as "Existing Contracts"). Specifically, without limitation, the owners of the Existing Contracts will be permitted to reallocate investments in the Fund, redeem investments in the Fund and/or invest in the Fund upon the making of additional purchase payments under the Existing Contracts.

9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), or (iii) pursuant to the terms of a substitution order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder. Upon request, the Company will promptly furnish to the Fund and the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Fund or the Underwriter 45 days notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, each party' s obligation under Article VII to indemnify the other parties shall survive. In addition, with respect to Existing Contracts, all provisions of this Agreement also will survive and not be affected by any termination of this Agreement.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Fund:

Parnassus Core Equity Fund
1 Market Street, Suite 1600
San Francisco, CA 94105

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If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to Underwriter:

Parnassus Funds Distributor
1 Market Street, Suite 1600
San Francisco, CA 94105

If to Adviser:

Parnassus Investments
1 Market Street, Suite 1600
San Francisco, CA 94105

ARTICLE XI. Miscellaneous

11.1 All persons dealing with the Fund must look solely to the property of the respective Designated Portfolio listed on Schedule A hereto as though such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any

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other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent

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jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Notwithstanding the generality of the foregoing, each party hereto further agrees to furnish the New York Department of Financial Services with any information or reports in connection with services provided under this Agreement which it may request in order to ascertain whether the variable contract operations of the Company are being conducted in a manner consistent with New York variable annuity laws and regulations and any other applicable law or regulations.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

11.9 The schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference. The parties to this Agreement may agree in writing to amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 7/11/2016

FUND: Parnassus Core Equity Fund

By its authorized officer

By: /s/ Benjamin Allen

Title: Vice President

Date: 7/11/2016

UNDERWRITER: Parnassus Funds Distributor

By its authorized officer

By: /s/ Benjamin Allen

Title: Vice President

Date: 7/11/2016

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ADVISER: Parnassus Investments

By its authorized officer

By: /s/ Benjamin Allen

Title: Vice President

Date: 7/11/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Parnassus Core Equity Fund

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Fund or its designee, upon written request, the taxpayer identification number ("TIN"), the Individual/International Taxpayer Identification Number ("ITIN") or other government-issued identifier ("GII"), if known, of any or all Shareholder(s) of the Account and the amount and date of every purchase, redemption, transfer, and exchange of Shares held through the Account during the period covered by the request. Unless otherwise specifically requested by the Fund or its designee, the Company shall only be required to provide information relating to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions.

B. Form of and Period Covered by a Request.

The Fund agrees to provide to the Company a written request including the TIN, if known, or any other identifying factor that would provide assistance in determining the identity of the Shareholder(s). Requests to provide such information shall set forth the specific period for which transaction information is sought. Unless otherwise agreed to by the Company, any such request will not cover a period of more than 90 consecutive Business Days.

C. Form and Timing of Response.

The Company agrees to provide promptly upon request by the Fund or its designee the requested information specified in Section A. If requested by the Fund or its designee, the Company agrees to use its best efforts to determine promptly whether any specific person about whom it has received the identification and transaction information specified in Section A is itself a financial intermediary ("indirect intermediary") and, upon further request by the Fund or its designee, promptly either (i) provide (or arrange to have provided) the information set forth in Section A for those shareholders who hold an account with an indirect intermediary or (ii) restrict or prohibit the indirect intermediary from purchasing, in nominee name on behalf of other persons, securities issued by the Fund. The Company shall promptly inform the Fund or its designee whether it plans to provide such information or restrict trading. A response required by this paragraph must be in writing and in a mutually agreed upon format. To the extent practical, the format for any transaction information provided should be consistent with the NSCC Standardized Data Reporting Format.

D. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Fund or its designee to restrict or prohibit further purchases or exchanges of Shares by a Shareholder who has been identified by the Fund or its designee as having engaged in violations of the Fund' s frequent trading policy. Instructions must include the TIN, ITIN, or GII and the specific individual Contract owner number or participant account number associated with the Shareholder, if known, and the specific restriction(s) to be executed, including the length of time such restriction shall remain in

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place. If the TIN, ITIN, GII or specific individual Contract owner number or participant account number associated with the Shareholder is not known, then the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates. Unless otherwise directed by the Fund, any such restrictions or prohibitions shall only apply to Shareholder-Initiated Transfer Purchases or Shareholder-Initiated Transfer Redemptions that are effected directly or indirectly through the Company.

The Company agrees to execute instructions to restrict trading as soon as reasonably practical, but not later than five (5) Business Days after receipt of such instructions.

The Company will provide written confirmation to the Fund or its designee that instructions from the Fund to restrict trading have been executed. The Company will provide such confirmation as soon as reasonably practical, but not later than ten (10) Business Days after instructions have been executed.

E. Limitation on Use of Information.

The Fund agrees not to use the information received from the Company for marketing or any other similar purpose without prior written consent of the Company. The Fund agrees to keep any non-public information furnished by the Intermediary confidential consistent with the Fund' s then current privacy policy, except as necessary to comply with federal, state, or local laws, rules, or other applicable legal requirements.

F. Definitions.

The term "Fund" is any open-end mutual Fund and includes the Fund' s principal underwriter and transfer agent. The term does not include any "excepted funds" as defined in Rule 22c-2(b) under the 1940 Act.

The term "Shares" means the interest of Shareholders corresponding to the redeemable securities of record issued by the Fund under the 1940 Act that are held by the Company.

The term "Shareholder" means the holder of interests in a Contract or a participant in an employee benefit plan with a beneficial interest in a Contract.

The term "Shareholder-Initiated Transfer Purchase" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract to the Fund, but does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollment such as transfer of assets within a Contract to the Fund as a result of "dollar cost averaging" programs, Company-approved asset allocation programs, or automatic rebalancing programs; (ii) pursuant to a Contract death benefit; (iii) one-time step-up in contract value pursuant to a Contract death benefit; (iv) step-ups in contract value pursuant to a Contract living benefit; (v) allocation of assets to the Fund through a Contract as a result of payments such as loan repayments, scheduled contributions, retirement plan salary reduction contributions, or planned premium payments to the Contract; or (vi) pre-arranged transfers at the conclusion of a required free look period.

The term "Shareholder-Initiated Transfer Redemption" means a transaction that is initiated or directed by a Shareholder that results in a transfer of assets within a Contract out of the Fund, but

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does not include transactions that are executed: (i) automatically pursuant to a contractual or systematic program or enrollments such as transfers of assets within a Contract out of the Fund as a result of annuity payouts, loans, systematic withdrawal programs, Company-approved asset allocation programs and automatic rebalancing programs; (ii) as a result of any deduction of charges or fees under a Contract; (iii) within a Contract out of the Fund as a result of scheduled withdrawals or surrenders from a Contract; or (iv) as a result of payment of a death benefit from a Contract.

The term "writing" includes electronic writing and facsimile transmissions.

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SCHEDULE C

If a Fund determines that corrective action is necessary with respect to the Account or the Contracts as a result of an error in the computation of the net asset value of its shares, dividend or capital gain errors ("Price Error"), Underwriter will immediately notify Company of the Price Error. The materiality of an incorrect price will be determined with reference to applicable SEC guidance. Underwriter may provide notice of a Price Error via facsimile or via direct or indirect systems access and shall state the incorrect price, the correct price and, to the extent communicated to the Fund' s other shareholders, the reason for the price change. Underwriter will also communicate to Company the amount and nature of any changes to Underwriter' s records with respect to an Account made in order to correct a Price Error. The Company shall adjust all Contract owners' accounts effect by the Price Error and such loss incurred by those Contract owners owed additional shares shall be offset by the gain in Contract owners' accounts who received excess shares. Upon receipt of reasonable documentation verifying such losses, Underwriter shall reimburse the Account with the appropriate number of additional shares. In the event of an overpayment to a Contract owner as a result of any error, Company will make a good faith attempt to the extent practicable and permitted by law to collect such overpayment on behalf of, and return such overpayment to, Underwriter, provided that Company is not responsible for any losses to the Fund resulting from such overpayments.

Compensating the Company for its Expenses. Underwriter shall promptly pay for systems and out of pocket costs (including preparing and mailing revised statements) up to $10,000 for each Price Error occurrence; provided, the Company provides a full accounting of expenses and uses its best efforts to mitigate all expenses; and provided further, such cap shall be applied in the aggregate across all agreements between the Company and its affiliates.

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PARTICIPATION AGREEMENT

Between

FRANKLIN TEMPLETON DISTRIBUTORS, INC.

and

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2016 by and between Teachers Insurance and Annuity Association of America (hereinafter, the "Company"), a New York insurance company, on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A hereto as may be amended from time to time (each account hereinafter referred to as the "Account"), and Franklin Templeton Distributors, Inc., a New York corporation (hereinafter the "Underwriter"), with respect to investments in Templeton Income Trust, a Delaware statutory trust (hereinafter the "Fund").

WHEREAS, the Fund is registered as an open-end management investment company under the Investment Company Act of 1940, as amended, (hereinafter the "1940 Act") and shares of the Fund are registered under the Securities Act of 1933, as amended (hereinafter the "1933 Act"); and

WHEREAS, the Fund issues shares to the general public and to certain qualified investors, which may include the separate accounts of insurance companies ("Participating Insurance Companies") to fund variable annuity contracts sold to certain qualified pension and retirement plans; and

WHEREAS, the beneficial interest in the Fund is divided into several series of shares, each designated a "Portfolio" and representing the interest in a particular managed portfolio of securities and other assets; and

WHEREAS, the Company has issued or will issue certain individual and group annuity contracts designed to fund tax qualified pension plans under Internal Revenue Code of 1986, as amended (the "Code"), Sections 401(a), 403(a), 403(b), 414(d) and 457, or certificates thereunder, set forth in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Contracts"); and

WHEREAS, the Account is duly established and maintained as a segregated asset account, established by resolution of the Board of Trustees of the Company, on the date shown for such Account on Schedule A hereto, to set aside and invest assets attributable to the aforesaid Contracts; and

WHEREAS, the Company has registered or will register the Account as a unit investment trust under the 1940 Act or will not register the Account in proper reliance upon an exclusion from registration under the 1940 Act; and

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WHEREAS, the Company intends to purchase shares of other open-end management investment companies that offer shares to the general public to fund the Contracts; and

WHEREAS, the investment manager to each Designated Portfolio (as defined below) (the "Adviser") is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and any applicable state securities laws; and

WHEREAS, the Underwriter, which serves as distributor to the Fund, is registered as a broker dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), and is a member in good standing of the Financial Industry Regulatory Authority (hereinafter "FINRA"); and

WHEREAS, to the extent permitted by applicable insurance laws and regulations, the Company intends to purchase shares in the Portfolios listed in Schedule A hereto, as it may be amended from time to time by mutual written agreement (the "Designated Portfolios") on behalf of the Account to fund the aforesaid Contracts, and the Underwriter is authorized to sell such shares to unit investment trusts such as the Account at net asset value.

NOW, THEREFORE, in consideration of their mutual promises, the Company and the Underwriter agree as follows:

ARTICLE I. Sale of Fund Shares

1.1 The Underwriter agrees to sell to the Company those shares of the Designated Portfolios which the Company orders on behalf of the Account, executing such orders on a daily basis at the net asset value next computed after receipt by the Fund or its designee of the order for the shares of the Designated Portfolios.

1.2 Subject to Article VIII hereof, and the terms set forth in the registration statement of the Fund, as amended from time to time (including the Fund' s right to refuse to sell shares to any person), the Underwriter agrees to make shares of the Designated Portfolios available for purchase at the applicable net asset value per share by the Company on behalf of the Account based on allocations to the Accounts or subaccounts thereof under the Contracts on those days on which the Fund calculates its net asset value pursuant to rules of the SEC, and the Underwriter shall use its best efforts to calculate (or to have calculated) such net asset value on each day which the New York Stock Exchange ("NYSE") is open for trading unless otherwise permitted by law and in accordance with the Fund' s prospectus. Notwithstanding the foregoing, the Board of Trustees of the Fund (hereinafter the "Board") may refuse to sell shares of any Designated Portfolio to any person, or suspend or terminate the offering of shares of any Designated Portfolio, or class thereof, if such action is required by law or by regulatory authorities having jurisdiction, or is, in the sole discretion of the Board deemed to be in the best interests of the shareholders of such Designated Portfolio. The Fund reserves the right, upon prior written notice to the Company (given at the earliest practicable time), to take all actions, including but not limited to, the dissolution, reorganization, liquidation, merger or sale of all assets of the Fund or any Designated Portfolio upon the sole authorization of the Board, acting in good faith.

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1.4 The Underwriter agrees that the Fund will redeem, on the Company' s request, any full or fractional shares of the Designated Portfolios held by the Company based on allocations of amounts to the Accounts or subaccounts thereof under the Contracts, ordinarily executing such requests at the net asset value next computed after receipt by the Fund or its designee of the request for redemption, except that (i) the Company shall not redeem Designated Portfolio shares attributable to Contract owners except in circumstances permitted in Section 9.4 of this Agreement, and (ii) the Fund reserves the right to suspend the right of redemption or postpone the date of payment or satisfaction upon redemption to the extent permitted by the 1940 Act, and any rules thereunder, and in accordance with the procedures and policies of the Fund as described in its then current prospectus.

1.5 For purposes of Sections 1.7 and 1.11, the Company is hereby appointed as a designee of the Fund for the limited purpose of receipt of purchase and redemption orders on behalf of the Account for shares of the Designated Portfolios made available hereunder, and receipt by such designee shall constitute receipt by the Fund; provided that the Company receives the order in proper form for shares of a Designated Portfolio from the Account on any Business Day prior to 1:00 p.m. Pacific time for that Business Day ("Trade Date"), and the Underwriter receives notice of such order by 9:00 a.m. Eastern time on the next following Business Day, the Account shall receive the net asset value for the shares computed as of the Trade Date. "Business Day" shall mean any day on which the NYSE is open for trading and on which the Fund calculates its net asset value pursuant to the rules of the SEC.

1.6 The Company agrees to purchase and redeem the shares of each Designated Portfolio offered by the then current prospectus of the Fund and in accordance with the provisions of such prospectus (including restrictions on frequent trading, imposition of redemption fees and maintenance of account balance minimums). Notwithstanding the foregoing, the Company' s obligations with respect to frequent trading and redemption fees are solely governed by Section 1.14.

1.7 Net purchase and net redemption transactions with respect to each Account shall be settled in accordance with National Securities Clearing Corporation ("NSCC") rules and procedures as provided in Section 1.11 below.

In the event that systems of the NSCC are not functioning on or as of a given Business Day (the "Designated Day"), the Company shall transmit net purchase and/or net redemption orders for each Account (each a "Separate Account Instruction") to the Underwriter via facsimile by 9:00 a.m. Eastern time, 6:00 a.m. Pacific time, on the Business Day following the Designated Day. Immediately following the transmittal of any Separate Account Instruction via facsimile because of an NSCC system failure, the Company must call the Underwriter to notify the Underwriter of the transmittal and the Underwriter will use commercially reasonable efforts to process those Separate Account Instructions in a mutually satisfactory manner. However, this Section 1.7 will not be applicable to Separate Account Instructions which have already been entered into the NSCC' s Defined Contribution Clearance and Settlement System.

In the event that NSCC systems are not functioning on a given Business Day: (1) for net purchase Separate Account Instructions, the Company shall wire payment, or arrange for payment to be wired by its designated bank, in immediately available funds, to the Fund custodial account or accounts designated by the Underwriter; and (2) for net redemption Separate Account Instructions, the Fund shall wire payment, or arrange for payment to be wired, in immediately available funds, to an account

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designated by the Company in the Application described in Section 1.11(2) below. The Fund must receive wires from the Company no later than the close of the Federal Reserve Bank on the Business Day such Separate Account Instructions are received by the Underwriter in accordance with Sections 1.11(5) and (6) below. The Company shall be solely responsible for the accuracy of any instruction transmitted to the Underwriter via NSCC systems or otherwise and the transmission of such Separate Account Instruction shall constitute the Company' s representation to the Underwriter that the Separate Account Instruction is accurate, complete and consistent with instructions received from each person with an indirect interest in shares of a Designated Portfolio through an Account (each a "Beneficial Owner") for the purchase and/or sale of shares of any Designated Portfolio issued to an Account for allocation by the Company to each Beneficial Owners' interest in the Contracts. The Company shall assume responsibility for any loss to the Underwriter or to a Designated Portfolio caused by any delayed payment, or a cancellation or correction made subsequent to the date as of which a Separate Account Instruction has been placed, and the Company will immediately pay such loss to the Underwriter or such Designated Portfolio upon notification.

1.8 Issuance and transfer of the Designated Portfolio' s shares will be by book entry only. Stock certificates will not be issued to the Company or any Account. Shares ordered from the Fund will be recorded in an appropriate title for each Account or the appropriate subaccount of each Account.

1.9 The Underwriter shall furnish notice as soon as reasonably practicable to the Company of any income, dividends or capital gain distributions payable on the Designated Portfolios' shares. The Company on its behalf and on behalf of the Account hereby elects to receive all such income, dividends, and capital gain distributions as are payable on Designated Portfolio shares in additional shares of such Designated Portfolio at the ex-dividend date net asset values. The Company on its behalf and on behalf of the Account reserves the right to revoke this election and to receive all such income dividends and capital gain distributions in cash. The Underwriter shall notify the Company of the number of shares so issued as payment of such dividends and distributions.

1.10 The Underwriter shall make the net asset value per share for each Designated Portfolio available to the Company on a daily basis as soon as reasonably practical after the net asset value per share is calculated (normally by 6:30 p.m. Eastern time) and shall use its best efforts to make such net asset value per share available by 7:00 p.m. Eastern time on each Business Day. Each party to the Agreement agrees that, in the event of a material error resulting from incorrect information or confirmations, the parties will seek to comply in all material respects with the provisions of applicable federal securities laws.

1.11 If transactions in shares of the Designated Portfolios are settled through the NSCC Fund/SERV system, the following provisions shall apply:

(1) The Underwriter and the Company each represents that it or one of its affiliates, or in the case of the Company its custodian, has entered into the Standard Networking Agreement with the NSCC and it desires to participate in the programs offered by the NSCC Fund/SERV system, which provide (i) an automated process whereby shareholder purchases and redemptions, exchanges and transactions of mutual fund shares and executed through the Fund/SERV system, and (ii) a centralized and standardized communication system for the exchange of customer-level information and account activity through the Fund/SERV Networking system ("Networking System").

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(2) The Company agrees that all Accounts will be established with the same registration.

(3) The Underwriter and the Company or their designees will be bound by the rules of the NSCC. Without limiting the generality of the following provisions of this section, the Underwriter and the Company or their designees each will use its best efforts to (i) perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level utilized; and (ii) ensure that any information transmitted through the Networking System by it to the other party and pursuant to this Agreement is accurate, complete, and in the format prescribed by the NSCC. The Underwriter and the Company or their designees will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through the Networking System and to limit the access to, and the inputting of data into, Networking System to persons specifically authorized by such party.

(4) For each Fund/SERV transaction, including transactions establishing accounts with the Fund or its affiliates, the Company or its designee shall provide the Fund and its affiliates with all information reasonably necessary or appropriate to establish and maintain each Fund/SERV transaction (and any subsequent changes to such information), which the Company hereby certifies is and shall remain true and correct. The Company or its designee shall maintain documents required by the Fund to effect Fund/SERV transactions.

(5) As limited designee of each Designated Portfolio in accordance with Section 1.5 hereof, the Company is authorized on behalf of each Designated Portfolio to: (1) receive orders from each Beneficial Owner in Contract owners' plans (for acceptance before 1:00 p.m. Pacific time on each Business Day) for the purchase and/or sale of shares of any Designated Portfolio issued to an Account for allocation by the Company to each Beneficial Owners' interest in the Contracts (each a "Beneficial Owner' s Instruction"); (2) transmit to the NSCC Separate Account Instructions to be received by the Underwriter no later than the time set forth below; and (3) upon acceptance of any such Separate Account Instruction, communicate such acceptance to the applicable Beneficial Owners in Contract owners' plans. All Separate Account Instructions shall include the fund number assigned to the Accounts.

(6) On each Business Day, the Company shall aggregate all purchase and redemption orders for shares of a Designated Portfolio that the Company received prior to 1:00 p.m. Pacific time. The Company represents and warrants that all orders for net purchases or net redemptions derived from Beneficial Owner' s Instructions received by the Company and transmitted to the NSCC for processing on or as of a Designated Day shall have been received in proper form and time stamped by the Company prior to 1:00 p.m. Pacific time on the Designated Day. Such orders shall receive the Designated Portfolio share price next calculated following 1:00 p.m. Pacific time on the Designated Day (the "Designated Day Price"), provided that the Underwriter receives Separate Account Instructions from the NSCC by 9:00 a.m. Eastern Time, 6:00 a.m. Pacific Time, on the Business Day following

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the Designated Day (the "Submission Time"). Any such Separate Account Instructions that the Underwriter receives after the Submission Time may, but are not guaranteed to, receive the Designated Day Price. The Company assumes responsibility for any loss to a Designated Portfolio caused by the Underwriter' s receipt of Separate Account Instructions after the Submission Time including, but not limited to, losses caused by such Separate Account Instructions receiving the Designated Day Price, or any cancellation or correction made subsequent to the Submission Time. The Company will immediately pay the amount of such loss to a Designated Portfolio upon notification by the Underwriter. The Company represents and warrants that it has, maintains and periodically tests, procedures and systems in place reasonably designed to prevent Beneficial Owner' s Instructions received after 1:00 p.m. Pacific time on a Designated Day from being executed with Beneficial Owner' s Instructions received before 1:00 p.m. Pacific time on that Designated Day.

The Fund and the Underwriter shall not bear any responsibility whatsoever for the proper disbursement or crediting of redemption proceeds to Contract owners; the Company alone shall be responsible for such action.

To the extent not inconsistent with this Section 1.11 or the NSCC' s Rules and Procedures, the provisions of Article I of this Agreement shall apply to transactions processed through the NSCC.

1.12 RESERVED.

1.13 The Parties hereto acknowledge that the arrangement contemplated by this Agreement is not exclusive; Designated Portfolio shares may be sold to other investors and the cash value of the Contracts may be invested in other investment companies.

1.14 Without limiting the other provisions of this Article I, among other delegations by the Board, the Board has determined that there is a significant risk that the Fund and its shareholders may be adversely affected by investors with short term trading activity and/or whose purchase and redemption activity follows a market timing pattern as defined in the prospectus for the Fund, and have authorized the Fund, the Underwriter and the Fund' s transfer agent to adopt procedures and take other action (including, without limitation, rejecting specific purchase orders in whole or in part) as they deem necessary to reduce, discourage, restrict or eliminate such trading and/or market timing activity. The Company agrees that its purchases and redemptions of Designated Portfolio shares are subject to, and that the Company will assist the Fund in implementing, the Market Timing Trading Policy and Additional Policies (as described in the Fund' s prospectus from time to time) and the Fund' s restrictions on excessive and/or short term trading activity and/or purchase and redemption activity that follows a market timing pattern. Pursuant to Rule 22c-2 of the 1940 Act, on behalf of the Fund, the Underwriter and the Company agree to comply with the terms included in the attached Schedule B as of the effective date of this Agreement.

1.15 The Company shall not intentionally withhold placing orders received from customers solely to profit the Company as a result of such withholding, *e.g.*, by a change in the "net asset value" from that used in determining the offering price to the customers.

1.16 RESERVED.

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1.17 The Company shall act in accordance with the Fund' s policies and procedures that have been provided to the Company and that are applicable to the Company' s activities under this Agreement, to the extent permitted by applicable law. Notwithstanding the foregoing, the Company' s obligations with respect to frequent trading and redemption fees are solely governed by Section 1.14.

ARTICLE II. Representations and Warranties

2.1 The Company represents and warrants that:

(a) The Contracts and any certificates thereunder are, or prior to any issuance or sale, will be registered under the 1933 Act or that the Contracts are not registered because they are properly exempt from registration under the 1933 Act or will be offered exclusively in transactions that are properly exempt from registration under the 1933 Act, in which case the Company will make every effort to maintain such exemption and will notify the Fund and Underwriter immediately upon having a reasonable basis for believing that such exemption no longer applies or might not apply in the future.

(b) The Contracts and any certificates thereunder (i) will be sold by broker-dealers, or their registered representatives, who are registered with the SEC under the 1934 Act, and who are members in good standing of FINRA; (ii) will be issued and sold in compliance in all material respects with all applicable federal and state laws; (iii) will not be sold outside the United States; and (iv) that the sale of the Contracts shall comply in all material respects with state insurance suitability requirements and FINRA suitability guidelines. Without limiting the foregoing, the Company agrees that in recommending to a Contract owner the purchase, sale or exchange of any subaccount units under the Contracts, the person making the recommendation shall have reasonable grounds for believing that the recommendation is suitable for such Contract owner.

(c) It is an insurance company duly organized and in good standing under the laws of its state of organization and is duly qualified to carry on its business in such state and in each other jurisdiction in which its activities hereunder require it to be so qualified.

(d) It has legally and validly established the Account prior to any issuance or sale thereof as a segregated asset account under New York insurance laws.

(e) It has registered or, prior to any issuance or sale of the Contracts, will register the Account as a unit investment trust in accordance with the provisions of the 1940 Act to serve as a segregated investment account for the Contracts.

(f) It is authorized by applicable law and pursuant to its governing documents to enter into and perform all of its duties under this Agreement.

(g) This Agreement constitutes a legal, valid and binding obligation of the Company, and is fully enforceable against the Company in accordance with its terms.

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(h) Shares of the Fund will only be available through individual and group annuity contracts designed to fund tax qualified pension plans under Code Sections 401(a), 403(a), 403(b), 414(d) and 457, and will not be available through variable life insurance separate accounts.

(i) It has and will continue to have the necessary facilities, equipment and personnel to perform its duties and obligations under the Agreement.

(j) It shall register and qualify the Contracts or interests therein as securities in accordance with the laws of the various states only if and to the extent deemed advisable by the Company.

(k) The fees and charges deducted under each Contract, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by the Company.

2.2 The Underwriter represents and warrants that:

(a) Designated Portfolio shares sold pursuant to this Agreement shall be registered under the 1933 Act

(b) The Fund is registered under the 1940 Act.

(c) The Fund amends its registration statement for its shares under the 1933 Act and the 1940 Act from time to time as required in order to effect the continuous offering of its shares.

2.3 RESERVED.

2.4 The Underwriter makes no representations as to whether any aspect of the Fund' s operations, including but not limited to, investment policies, fees and expenses, complies with the insurance and other applicable laws of the various states.

2.5 The Underwriter represents that the Fund is lawfully organized and validly existing under the laws of the State of Delaware and that the Fund complies in all material respects with the 1940 Act and any regulations thereunder.

2.6 The Underwriter represents and warrants that it is a member in good standing of the FINRA and is registered as a broker-dealer with the SEC and will remain duly registered under all applicable federal and state securities laws.

2.7 RESERVED.

2.8 The Underwriter represents and warrants that all of the Fund' s trustees, officers, employees, and other individuals or entities dealing with the money and/or securities of the Designated Portfolios are and shall continue to be at all times covered by a blanket fidelity bond or similar coverage

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for the benefit of the Fund in an amount not less than the minimum coverage as required currently by Rule 17g-1 of the 1940 Act or related provisions as may be promulgated from time to time. The aforesaid bond shall include coverage for larceny and embezzlement and shall be issued by a reputable bonding company.

2.9 The Company represents and warrants that all of its directors, officers, employees, and other individuals/entities employed or controlled by the Company dealing with the money and/or securities of the Fund are covered by a blanket fidelity bond or similar coverage in an amount not less than $5 million. The aforesaid bond includes coverage for larceny and embezzlement and is issued by a reputable bonding company. The Company agrees that any amounts received under such bond in connection with claims that arise from the arrangements described in this Agreement will be held by the Company for the benefit of the Fund. The Company agrees to make all reasonable efforts to see that this bond or another bond containing these provisions is always in effect, and agrees to notify the Fund and the Underwriter in the event that such coverage no longer applies. The Company agrees to exercise its best efforts to ensure that other individuals/entities not employed or controlled by the Company and dealing with the money and/or securities of the Fund maintain a similar bond or coverage in a reasonable amount.

2.10 RESERVED.

2.11 The Underwriter represents that the Adviser, with respect to the Designated Portfolios listed in Schedule A of the Agreement that are available for investment by the investment accounts of TIAA Separate Account VA-3, has claimed an exclusion from the definition of "commodity pool operator" ("CPO") under the Commodity Exchange Act ("CEA") and the Commodity Futures Trading Commission ("CFTC") rules promulgated thereunder, or is otherwise exempt from registration as a CPO, and therefore is not subject to regulation as a CPO. In addition, the Underwriter represents that the Adviser to the Designated Portfolios is relying on an exclusion from the definition of "commodity trading advisor" ("CTA") under the CEA and the CFTC rules promulgated thereunder with respect to the Designated Portfolios, and therefore is not subject to regulation as a CTA. To the extent that the Adviser to the Designated Portfolios becomes no longer eligible, or actively takes steps so that it will no longer be eligible, to claim or rely on an exclusion from the definition of a CPO or CTA with respect to the Designated Portfolios, the Underwriter agrees to provide the Company with prompt notice, in writing, of such change in, or plans to change, regulatory status.

2.12 The Company agrees to comply with applicable U.S. Department of Treasury and/or Office of Foreign Assets Control laws, regulations, requirements and guidance (including, but not limited to, those regarding Specially Designated Nationals and Blocked Persons, or any similar provisions; collectively, "OFAC Requirements") by adopting compliance policies and procedures with respect to Contract owners' investments in the Accounts.

2.13 The Company agrees to comply with applicable money laundering and currency transactions reporting laws, regulations and government or regulatory guidance, including the use of a customer identification program, suspicious activity reporting and recordkeeping requirements (collectively with the OFAC Requirements, "AML Requirements"), and with any "money laundering" guidelines as may be agreed to by the parties. The Company will ensure the ability of federal examiners to obtain information and records relating to AML Requirements. Upon the reasonable request of the Underwriter or its agents, and in accordance with AML Requirements, the Company will provide sufficient documentation regarding the Company' s compliance with AML Requirements.

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2.14 Notwithstanding anything herein to the contrary, the Underwriter makes no representations regarding and expressly disclaims any liability for (i) the Company' s, an Account' s or a Contract owner' s compliance with Section 817(h) of the Code, and the regulations thereunder or (ii) any "investor control" issues caused by any Contract owners.

ARTICLE III. Prospectuses, Statements of Additional Information, and Proxy Statements; Voting

3.1 The Company shall be responsible for providing and/or making available all Fund documents required to be sent under the federal securities laws, such as prospectuses, proxy material and periodic shareholder reports ("Regulatory Required Mailings"), and if otherwise required by applicable law governing Accounts and Contracts to Contract owners. At the request of or on behalf of the Company, the Underwriter shall provide the Company or its mailing agent with a sufficient physical quantity of each Designated Portfolio' s Regulatory Required Mailings.

3.2 For purposes of this section, the terms "Summary Prospectus" and "Statutory Prospectus" shall have the same meaning as set forth in Rule 498. If the Company elects to use the Fund' s Summary Prospectuses to satisfy the Company' s prospectus delivery requirement, the Company agrees to do so in compliance with this Agreement and Rule 498, and to give the Underwriter no less than sixty (60) days' advance written notice of such intended use. The Company also agrees that any binding together of Summary Prospectuses, Statutory Prospectuses, and other materials will be done in compliance with Rule 498(c). The Company further agrees that it will be responsible for compliance with the provisions of Rule 498(f)(1) involving contract owner requests for additional Fund documents made directly to the Company, or one of its affiliates or third-party providers. In connection with the Company' s distribution of any Fund Summary Prospectus, the Company agrees to be solely responsible for the maintenance of website links to the Fund documents site. The Company acknowledges that the Fund documents site is transmitted over the Internet on a reasonable efforts basis, and the Underwriter does not warrant or guarantee its reliability. The Company agrees that it will comply with any posted website Terms of Use.

3.3 RESERVED.

3.4 The Company shall:

(i) solicit voting instructions from Contract owners;

(ii) vote the Fund shares in accordance with instructions received from Contract owners; and

(iii) vote Fund shares for which no timely instructions have been received in the same proportion as Fund shares of such Designated Portfolio for which instructions have been received,

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so long as and to the extent that the SEC continues to interpret the 1940 Act to require pass-through voting privileges for variable contract owners or to the extent otherwise required by law. The Company reserves the right to vote Fund shares held in any segregated asset account in its own right, to the extent permitted by law.

ARTICLE IV. Sales Material and Information

4.1 RESERVED.

4.2 The Company is not authorized to give any information or make any representations concerning shares of a Designated Portfolio except those contained in the Designated Portfolio' s then current Prospectus, Summary Prospectus, Statement of Additional Information or in other materials produced by the Underwriter or by the Fund, nor may the Company present or create any information or materials that are contrary to or inconsistent with the materials so provided to the Company. The Underwriter will supply reasonable quantities of, and/or reasonable electronic access to, sales or other marketing materials, and additional information as issued by the Fund or by the Underwriter. The Underwriter will not be responsible for reimbursing the Company for any costs or expenses the Company may incur for accessing or printing such materials. The Company is not authorized to modify or translate any materials the Underwriter has provided to the Company. The Company agrees, represents and warrants that it is solely responsible for any materials prepared by the Company that are based upon information concerning shares of a Designated Portfolio produced by the Underwriter or the Fund and that such materials will: (a) conform to all requirements of any applicable laws or regulations of any government or authorized agency in the U.S. or any other country having jurisdiction over the offering or sale of shares of the Fund, (b) not be contrary to or inconsistent with the information or materials provided to the Company by the Underwriter or the Fund, and (c) be made available to the Underwriter upon request. The Company agrees to file any advertising or sales material relating to a Designated Portfolio prepared by the Company with the applicable legal or regulatory authority, within the timeframes that may be required from time to time by such legal or regulatory authority. Unless otherwise expressly agreed to in writing, it is understood that the Underwriter will neither review nor approve for use any materials prepared by the Company and will have no involvement in the preparation of, or responsibility for, any such materials prepared by the Company. Notwithstanding the above, the Company may not use the Franklin Templeton Investments name or logo in materials prepared by the Company without the Underwriter' s prior written consent.

4.3 RESERVED.

4.4 The Underwriter shall not give any information or make any representations on behalf of the Company or concerning the Company, the Account, or the Contracts other than the information or representations contained in a registration statement, prospectus, or SAI for the Contracts, as such registration statement, prospectus or SAI may be amended or supplemented from time to time, or in published reports for the Account which are in the public domain or approved by the Company for distribution to Contract owners, or in Sales Literature or Other Promotional Materials approved by the Company or its designee, except with the permission of the Company.

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4.6 The Company shall be solely responsible for the timely delivery to Contract owners of (i) Fund prospectuses, including all annual revised copies of the prospectus and other revisions, to Contract owners invested in the Fund, (ii) semi-annual and annual shareholder reports and (iii) proxy material, as required by applicable law.

ARTICLE V. Fees and Expenses

5.1 The Fund and the Underwriter shall pay no fee or other compensation to the Company under this Agreement.

5.2 All expenses incident to performance by the Underwriter under this Agreement shall be paid by the Underwriter. All expenses incident to performance by the Company under this Agreement shall be paid by the Company.

5.3 The Company shall bear the expenses of providing and/or making available all Regulatory Required Mailings, and all Fund documents otherwise required by applicable law governing Accounts and Contracts to Contract Owners. The Underwriter agrees to cause each Designated Portfolio to reimburse the Company or its agent for its sufficiently documented out-of-pocket mailing costs for sending Regulatory Required Mailings to the Company' s Contract owners.

ARTICLE VI. Qualification

6.1 The Underwriter represents that each Designated Portfolio is qualified as a Regulated Investment Company under Subchapter M of the Code, and that it will make every effort to maintain such qualification (under Subchapter M or any successor or similar provisions) and that it will notify the Company immediately upon having a reasonable basis for believing that the Fund has ceased to so qualify or that the Fund might not so qualify in the future.

6.2 The Company represents that the Contracts are currently, and at the time of issuance shall be, treated as life insurance, endowment contracts, or annuity insurance contracts, under applicable provisions of the Code, and that it will make every effort to maintain such treatment, and that it will notify the Fund and the Underwriter immediately upon having a reasonable basis for believing the Contracts have ceased to be so treated or that they might not be so treated in the future.

ARTICLE VII. Indemnification

7.1 Indemnification By the Company

7.1(a). The Company agrees to indemnify and hold harmless the Fund and the Underwriter and each of their officers, trustees, directors, employees, agents, and each person, if any, who controls the Fund or the Underwriter within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.1) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Company) or litigation (including legal and other expenses) (for purposes of this Section 7.1, collectively "Losses"), to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such Losses (or actions in respect thereof) are related to the sale or acquisition of the Fund' s shares or the Contracts and:

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(i) arise out of or are based upon any untrue statements or alleged untrue statements of any material fact contained in the Registration Statement, prospectus (which shall include an offering memorandum, if any), or statement of additional information ("SAI") for the Contracts or contained in Sales Literature or Other Promotional Materials for the Contracts (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was accurately derived from and in conformity with written information furnished to the Company by or on behalf of the Fund for use in the Registration Statement, prospectus or SAI for the Contracts or in the Contracts or Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in and accurately derived from the Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund not supplied by the Company or persons under its control) or wrongful conduct of the Company or persons under its authorization or control, with respect to the sale or acquisition of the Contracts or Fund shares; or

(iii) arise out of or result from any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Fund or any amendment thereof or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading if such a statement or omission was made in reliance upon and accurately derived from written information furnished to the Fund by or on behalf of the Company; or

(iv) arise as a result of any material failure by the Company to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Company in this Agreement or arise out of or result from any other material breach of this Agreement by the Company; or

(vi) arise out of or result from any failure by the Company to satisfy requirements, including but not limited to compliance with all applicable laws, relating to the

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Company' s electronic delivery of any Regulatory Required Mailings of the Fund or any amendment thereof or supplement thereto, or the Company making such documents available on-line,

as limited by and in accordance with the provisions of Sections 7.1(b) and 7.1(c) hereof.

For purposes of this Section 7.1, Losses shall include, without limitation, all costs associated with or arising out of any failure of a Contract to be considered a life insurance contract, endowment contract, or annuity insurance contract, whichever is appropriate, as specified in Section 6.2, including, without limitation, all costs associated with correcting or responding to any such failure.

7.1(b). The Company shall not be liable under this indemnification provision with respect to any Losses to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of its obligations or duties under this Agreement.

7.1(c). The Company shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Company of any such claim shall not relieve the Company from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Company and the Company is damaged solely as a result of failure to give such notice. In case any such action is brought against an Indemnified Party, the Company shall be entitled to participate, at its own expense, in the defense of such action. The Company also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Company to such party of the Company' s election to assume the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Company will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Company and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final

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judgment for the plaintiff, the Company agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.1(d). The Indemnified Parties will promptly notify the Company of the commencement of any litigation or proceedings against them in connection with the issuance or sale of the Fund shares or the Contracts or the operation of the Fund.

7.2 Indemnification by the Underwriter

7.2(a). The Underwriter agrees to indemnify and hold harmless the Company and each of its trustees, officers, employees, agents, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties" for purposes of this Section 7.2) against any and all losses, claims, damages, liabilities (including amounts paid in settlement with the written consent of the Underwriter) or litigation (including legal and other expenses) (for purposes of this Section 7.2, collectively "Losses") to which the Indemnified Parties may become subject under any statute or regulation, at common law or otherwise, insofar as such Losses (or actions in respect thereof) are related to the sale or acquisition of the Fund' s shares or the Contracts; and

(i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or prospectus or SAI or Sales Literature or Other Promotional Materials of the Fund (or any amendment or supplement to any of the foregoing), or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that this agreement to indemnify shall not apply as to any Indemnified Party if such statement or omission or such alleged statement or omission was accurately derived from and in conformity with written information furnished to the Underwriter or Fund by or on behalf of the Company for use in the Registration Statement or prospectus for the Fund or in Sales Literature or Other Promotional Materials (or any amendment or supplement) or otherwise for use in connection with the sale of the Contracts or Fund shares to the Account; or

(ii) arise out of or as a result of statements or representations (other than statements or representations contained in and accurately derived from the Registration Statement, prospectus or Sales Literature or Other Promotional Materials for the Contracts not supplied by the Underwriter or persons under its control) or wrongful conduct of the Fund or Underwriter or persons under their control, with respect to the sale or distribution of the Contracts or Fund shares to the Account; or

(iii) arise out of or result from any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, prospectus, SAI, or Sales Literature or Other Promotional Materials of the Contracts, or any

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amendment thereof or supplement thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement or statements therein not misleading, if such statement or omission was made in reliance upon and accurately derived from written information furnished to the Company by or on behalf of the Fund or the Underwriter; or

(iv) arise as a result of any material failure by the Fund or the Underwriter to provide the services and furnish the materials under the terms of this Agreement (including a failure, whether unintentional or in good faith or otherwise, to comply with the qualification requirements specified in Article VI of this Agreement); or

(v) arise out of or result from any material breach of any representation and/or warranty made by the Underwriter in this Agreement or arise out of or result from any other material breach of this Agreement by the Underwriter;

as limited by and in accordance with the provisions of Sections 7.2(b) and 7.2(c) hereof.

For purposes of this Section 7.2, Loss shall include, without limitation, all costs associated with or arising out of any failure of the Fund or any Designated Portfolio to comply with the qualification requirements specified in Section 6.1, including, without limitation, all costs associated with correcting or responding to any such failure.

7.2(b). The Underwriter shall not be liable under this indemnification provision with respect to any Losses to which an Indemnified Party would otherwise be subject by reason of such Indemnified Party' s willful misfeasance, bad faith, or gross negligence in the performance or such Indemnified Party' s duties or by reason of such Indemnified Party' s reckless disregard of obligations and duties under this Agreement or to the Company or the Account, whichever is applicable.

7.2(c). The Underwriter shall not be liable under this indemnification provision with respect to any claim made against an Indemnified Party unless such Indemnified Party shall have notified the Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Indemnified Party (or after such Indemnified Party shall have received notice of such service on any designated agent), but failure to notify the Underwriter of any such claim shall not relieve the Underwriter from any liability which it may have to the Indemnified Party against whom such action is brought otherwise than on account of this indemnification provision, except to the extent that the failure to notify results in the failure of actual notice to the Underwriter and the Underwriter is damaged solely as a result of failure to give such notice. In case any such action is brought against the Indemnified Party, the Underwriter will be entitled to participate, at its own expense, in the defense thereof. The Underwriter also shall be entitled to assume the defense thereof, with counsel satisfactory to the party named in the action and to settle the claim at its own expense; provided, however, that no such settlement shall, without the Indemnified Parties' written consent, include any factual stipulation referring to the Indemnified Parties or their conduct. After notice from the Underwriter to such party of the Underwriter' s election to assume

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the defense thereof, the Indemnified Party shall bear the fees and expenses of any additional counsel retained by it, and the Underwriter will not be liable to such party under this Agreement for any legal or other expenses subsequently incurred by such party independently in connection with the defense thereof other than reasonable costs of investigation, unless:

(i) the Underwriter and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(ii) the named parties to any such proceeding (including any impleaded parties) include both the Underwriter and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Underwriter will not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there is a final judgment for the plaintiff, the Underwriter agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

7.2(d). The Company agrees promptly to notify the Underwriter of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the issuance or sale of the Contracts or the operation of the Account.

ARTICLE VIII. Applicable Law

8.1 This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of California.

8.2 This Agreement shall be subject to the provisions of the 1933, 1934 and 1940 Acts, and the rules and regulations and rulings thereunder, including such exemptions from those statutes, rules and regulations as the SEC may grant and the terms hereof shall be interpreted and construed in accordance therewith.

ARTICLE IX. Termination

9.1 This Agreement shall continue in full force and effect until the first to occur of:

(a) termination by any party, for any reason with respect to some or all Designated Portfolios, by one-hundred twenty (120) days' advance written notice delivered to the other parties or, if later, upon receipt of any required exemptive relief or orders from the SEC, unless otherwise agreed in a separate written agreement among the parties; or

(b) termination by the Company by written notice to the Underwriter in the event any of the Designated Portfolio' s shares are not registered, issued or sold in accordance with applicable state and/or federal law or such law precludes the use of such shares as the underlying investment media of the Contracts issued or to be issued by the Company; or

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(c) termination by the Underwriter in the event that formal administrative proceedings are instituted against the Company by the FINRA, the SEC, the Insurance Commissioner or like official of any state or any other regulatory body regarding the Company' s duties under this Agreement or related to the sale of the Contracts or certificates, the operation of any Account, or the purchase of the Fund shares; provided, however, that the Underwriter determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Company to perform its obligations under this Agreement; or

(d) termination by the Company in the event that formal administrative proceedings are instituted against the Fund or Underwriter by the FINRA, the SEC, or any state securities or insurance department or any other regulatory body; provided, however, that the Company determines in its sole judgment exercised in good faith, that any such administrative proceedings will have a material adverse effect upon the ability of the Underwriter to perform its obligations under this Agreement; or

(e) termination immediately by the Company by written notice to the Underwriter with respect to any Designated Portfolio in the event that such Designated Portfolio ceases to qualify as a Regulated Investment Company under Subchapter M, or if the Company reasonably believes that such Designated Portfolio may fail to so qualify or comply; or

(f) termination immediately by the Fund or Underwriter by written notice to the Company in the event that the Contracts fail to meet the qualifications specified in Section 6.2 hereof; or if the Underwriter reasonably believes that such Contracts may fail to so qualify; or

(g) termination by the Underwriter by written notice to the Company, if the Underwriter shall determine, in its sole judgment exercised in good faith, that the Company has suffered a material adverse change in its business, operations, financial condition, or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(h) termination by the Company by written notice to the Underwriter, if the Company shall determine, in its sole judgment exercised in good faith, that the Fund, the Adviser, or the Underwriter has suffered a material adverse change in its business, operations, financial condition or prospects since the date of this Agreement or is the subject of material adverse publicity; or

(i) termination by the Company upon any substitution of the shares of another investment company or series thereof for shares of a Designated Portfolio of the

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Fund in accordance with the terms of the Contract, provided that the Company has given, no later than the date the filing of the application for approval of the proposed substitution of securities, prior written notice to the Underwriter; or

(j) termination by mutual agreement of the parties at any time; or

(k) termination immediately by the Company upon written notice to the Underwriter if the Underwriter materially breaches any of the representations and warranties made in this Agreement or the Underwriter is materially in default in the performance of any of its duties or obligations under this Agreement, receives a written notice thereof and fails to remedy such default or breach to the Company' s reasonable satisfaction within 30 days after such notice; or

(l) termination immediately by the Underwriter upon written notice to the Company if the Company materially breaches any of the representations and warranties made in this Agreement or the Company is materially in default in the performance of any of its duties or obligations under this Agreement, receives a written notice thereof and fails to remedy such default or breach to the Underwriter' s reasonable satisfaction within 30 days after such notice; or

(m) termination by the Underwriter if the Board of the Fund, in the exercise of its fiduciary duties, either (i) determines that such termination is a necessary and appropriate remedy for a material breach of this Agreement, which includes a violation of laws, or (ii) determines to completely liquidate a Designated Portfolio; or

(n) termination immediately in the event of the assignment of this Agreement by any party without the prior written approval of the other parties, or as otherwise required by law.

9.2 Notice Requirement. No termination of this Agreement will be effective unless and until the party terminating this Agreement gives prior written notice to the other party of its intent to terminate, which notice will set forth the basis for the termination.

9.3 Effect of Termination. If this Agreement is terminated in accordance with this Article IX, the Fund may redeem at its option, in kind or for cash, the Fund shares held by the Account on the effective date of termination of this Agreement. In addition, if this Agreement is terminated pursuant to Section 9.1(j), the Underwriter and Fund shall, at the Company' s option, continue to make available additional shares of any Designated Portfolio and redeem shares of any Designated Portfolio for any or all Contracts or Accounts existing on the effective date of termination of this Agreement ("Existing Contracts"), pursuant to the terms and condition, s of this Agreement. If this Agreement is terminated pursuant to Section 9.1(a), the Underwriter and Fund may, at their option, continue to make available additional shares of any Designated Portfolio and redeem shares of any Designated Portfolio for any or all Existing Contracts, pursuant to the terms and conditions of this Agreement.

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9.4 The Company shall not redeem Fund shares attributable to the Contracts (as opposed to Fund shares attributable to the Company' s assets held in the Account) except (i) as necessary to implement Contract owner initiated or approved transactions, (ii) as required by state and/or federal laws or regulations or judicial or other legal precedent of general application (hereinafter referred to as a "Legally Required Redemption"), (iii) upon 45 days prior written notice of the Underwriter, as permitted by an order issued by the SEC pursuant to Section 26(c) of the 1940 Act or a no-action letter thereunder, but only if a substitution of other securities for the shares of the Designated Portfolio is consistent with the terms of the Contracts, or (iv) as permitted under the terms of the Contract. Upon request, the Company shall promptly furnish to the Underwriter reasonable assurance that any redemption pursuant to clause (ii) above is a Legally Required Redemption. Furthermore, except in cases where permitted under the terms of the Contracts, the Company shall not prevent Contract owners from allocating payments to a Designated Portfolio that was otherwise available under the Contracts without first giving the Underwriter 45 days' notice of its intention to do so.

9.5 Notwithstanding any termination of this Agreement, except as provided in Section 9.3, the provisions under Article II (Representations and Warranties) and Article VII (Indemnification) shall survive.

ARTICLE X. Notices

Any notice shall be sufficiently given when sent by registered or certified mail to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party.

If to the Company:

TIAA
8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262
Attention: Mike Kloss

If to the Underwriter:

Franklin Templeton Investments
1 Franklin Parkway
San Mateo, California 94403
Attn: General Counsel

ARTICLE XI. Miscellaneous

11.1 The Company agrees to look solely to the property of the respective Designated Portfolios listed on Schedule A hereto as though each such Designated Portfolio had separately contracted with the Company and the Underwriter for the enforcement of any claims against the Fund. The parties agree that neither the Board, officers, agents or shareholders assume any personal liability or responsibility for obligations entered into by or on behalf of the Fund.

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11.2 Subject to the requirements of legal process and regulatory authority, each party hereto shall treat as confidential the names and addresses of the owners of the Contracts and all information reasonably identified as confidential in writing by any other party hereto and, except as permitted by this Agreement, otherwise required by law or pursuant to an order of a court, government agency or regulatory body, shall not disclose, disseminate or utilize such names and addresses and other confidential information without the express written consent of the affected party until such time as such information may come into the public domain. Notwithstanding anything to the contrary in this Agreement, in addition to and not in lieu of other provisions in this Agreement:

(a) "Confidential Information" includes without limitation all information regarding the customers of the Company, the Fund, Underwriter or any of their subsidiaries, affiliates, or licensees, or the accounts, account numbers, names, addresses, social security numbers or any other personal identifier of such customers, or any information derived therefrom;

(b) Neither the Company, the Fund, Adviser or Underwriter may disclose Confidential Information for any purpose other than to carry out the purpose for which Confidential Information was provided to the Company, the Fund, or Underwriter as set forth in this Agreement; and the Company, the Fund, and Underwriter agree to cause their employees, agents and representatives, or any other party to whom the Company, the Fund, or Underwriter may provide access to or disclose Confidential Information to limit the use and disclosure of Confidential Information to that purpose. The Company, the Fund and the Underwriter agree to maintain in confidence the other' s Confidential Information and limit access to said Confidential Information within their own organization to only those persons who need to know such Confidential Information. Each party will treat the Confidential Information of the others with at least the same degree of care they use to protect their own proprietary information, but no less than reasonable care under the circumstances;

(c) The Company, the Fund, and Underwriter agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such Confidential Information against any anticipated threats or hazards to the security and integrity of such measures implemented to ensure the security and confidentiality of such Confidential Information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm to any of the customers of the Company or any of its subsidiaries, affiliates or licensees or substantial harm to the Company, the Fund or to Underwriter; the Company, the Fund, and Underwriter further agree to cause all their respective agents, representatives or subcontractors, or any other party to whom they provide access to or disclose Confidential Information, to implement appropriate measures to meet the objectives set forth in this Section 11.2.

(d) In the event the receiving party is required to disclose another party' s Confidential Information pursuant to a judicial or governmental order, such receiving party will promptly notify the disclosing party in writing in sufficient time to allow intervention in response to such an order.

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(e) No receiving party shall acquire any rights in or to the Confidential Information of another party, except the limited right to use the Confidential Information solely for the purposes set forth in this Agreement or as agreed upon in writing by the parties.

(f) Each party hereto respectively agrees to be responsible for compliance with the terms of this Section 11.2 and acknowledges that a breach of any of the terms in this Section 11.2 by any of their employees, agents, affiliates or others acting on their behalf will be deemed a breach. Each party hereto shall notify the other party upon discovery of any unauthorized use or disclosure of such party' s Confidential Information or any other breach of this Section 11.2 and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and prevent its further unauthorized use. Each party hereto acknowledges that a party, because of the nature of its Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Section 11.2 in that monetary damages would be inadequate to compensate for such a breach, and that in the event of any material breach or threatened material breach by a party of any such provisions, the non-breaching party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek preliminary or temporary injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by it. If the non-breaching party prevails against the breaching party in any action brought to enjoin a material breach or threatened breach of this Section 11.2, it shall be entitled to reasonable attorney' s fees and costs in connection with such legal proceeding.

(g) Each party hereto agrees that the terms of this Section 11.2 shall survive the termination or cancellation of this Agreement.

11.3 The captions in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11.4 This Agreement may be executed simultaneously in two or more counterparts, each of which taken together shall constitute one and the same instrument.

11.5 If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

11.6 Each party hereto shall cooperate with each other party and all appropriate governmental authorities (including without limitation the SEC, the FINRA, and state insurance regulators) and shall permit such authorities reasonable access to its books and records in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby.

11.7 The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies, and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.8 This Agreement or any of the rights and obligations hereunder may not be assigned by any party without the prior written consent of all parties hereto.

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11.9 No provisions of this Agreement may be amended or modified in any manner except by a written agreement properly authorized and executed by both parties. Notwithstanding the foregoing, the schedules to this Agreement (each, a "Schedule," collectively, the "Schedules") form an integral part hereof and are incorporated herein by reference, and the parties to this Agreement may agree in writing to separately amend the Schedules to this Agreement from time to time to reflect changes in or relating to the Contracts, the Account or the Designated Portfolios of the Fund or other applicable terms of this Agreement. References herein to any Schedule are to the Schedule then in effect, taking into account any amendments thereto.

11.10 Except for the limited purpose specifically described in Section 1, nothing contained in this Agreement shall be deemed or construed to constitute or create a partnership, association, or joint venture or agency relationship among the Company and the Underwriter.

11.11 Each party agrees to maintain all records required of such party by applicable law relating to the offer and sale of shares of the Designated Portfolios. Upon reasonable request by one party, the other party will provide access to or make copies of such records.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative and its seal to be hereunder affixed hereto as of the date specified below.

COMPANY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By its authorized officer

By: /s/ Hal Moody

Title: Senior Director

Date: 11/17/2016

UNDERWRITER: FRANKLIN TEMPLETON DISTRIBUTORS, INC.

By its authorized officer

By: /s/ Dan O' Lear

Title: President

Date: 11/17/2016

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SCHEDULE A

Name of Separate Account and Date Established by Board of Trustees	Contracts Funded by Separate Account	Designated Portfolios (Share Class)
TIAA Separate Account VA-3 May 17, 2006	Access Annuities	Templeton Global Bond Fund (Class R6)

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SCHEDULE B

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

A. Agreement to Provide Shareholder Information.

The Company agrees to provide the Underwriter, upon written request, the taxpayer identification number ("TIN") of any or all Contract owner(s) and/or Beneficial Owner(s) of the account and the amount, date, name or other identifier of any investment professional(s) associated with the Contract owner(s) and/or Beneficial Owner(s) or account (if known), and transaction type (purchase, redemption, transfer, or exchange) of every purchase, redemption, transfer, or exchange of Fund Shares held through an account maintained by the Company during the period covered by the request.

(i) *Period Covered by Request.* Requests must set forth a specific period, not to exceed ninety (90) days from the date of the request, for which transaction information is sought. The Underwriter may request transaction information older than ninety (90) days and up to 24 months from the date of the request as it deems necessary to investigate compliance with policies established by it for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

(ii) *Form and Timing of Response.* The Company agrees to transmit the requested information that is on its books and records to Underwriter or its designee promptly, but in any event not later than five (5) business days, after receipt of a request. If the requested information is not on the Company' s books and records, the Company agrees to: (a) provide or arrange to provide the Underwriter or its designee the requested information regarding Contract owners and/or Beneficial Owners who hold an account with an indirect intermediary; or (b) prohibit further purchases of Fund Shares by such indirect intermediary on behalf of itself or other persons. Responses required by this paragraph must be communicated in writing and in a format mutually agreed upon by the parties. To the extent practicable, the format for any transaction information provided to the Underwriter should be consistent with the NSCC Standardized Data Reporting Format.

(iii) *Limitations on Use of Information.* The Underwriter agrees not to use the information received for marketing or any other similar purpose without the prior written consent of the Company.

B. Agreement to Restrict Trading.

The Company agrees to execute written instructions from the Underwriter or its designee to restrict or prohibit further purchases or exchanges of Fund Shares by a Contract owner or Beneficial Owner who has been identified by the Underwriter or its designee as having engaged in transactions in Fund Shares (directly or indirectly through the Company' s account) that violates policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.

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(i) *Form of Instructions.* Instructions must include the TIN and the specific restriction(s) to be executed. If the TIN is not known, the instructions must include an equivalent identifying number of the Contract owner(s) or Beneficial Owner(s) or account(s) or other agreed upon information to which the instruction relates.

(ii) *Timing of Response.* The Company agrees to execute instructions as soon as reasonably practicable, but not later than five (5) business days after receipt of the instructions by the Company.

(iii) *Confirmation by Intermediary.* The Company must provide written confirmation to the Underwriter or its designee that instructions have been executed. The Company agrees to provide confirmation as soon as reasonably practicable, but not later than ten (10) business days after the instructions have been executed.

C. Definitions.

For purposes of this section:

(i) The term "Fund" includes the fund' s principal underwriter and transfer agent or other designated affiliates. The term does not include any "excepted funds" as defined in SEC Rule 22c-2(b) under the Investment Company Act of 1940 Act.

(ii) The term "Shares" means the interests of Contract owners and/or Beneficial Owners corresponding to the redeemable securities of record issued by the Fund under the Investment Company Act of 1940 that are held by the Company.

(iii) The term "Beneficial Owner" means the person with the indirect interest in Shares including a plan participant notwithstanding that the plan may be deemed to be the beneficial owner of Shares.

(iv) The term "written" includes electronic writings and facsimile transmissions.

(v) The term "purchase" does not include the automatic reinvestment of dividends or distributions.

D. Amendments.

Any amendments to this Schedule shall require a written agreement properly authorized and executed by both parties.

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AMENDMENT TO FUND PARTICIPATION AND SERVICE AGREEMENT

This Amendment is entered into as of _____, 2016, by and among Teachers Insurance and Annuity Association of America (the "Company") on its own behalf and on behalf of each segregated asset account of the Company set forth on Schedule A of the Agreement as may be amended from time to time, T. Rowe Price Associates, Inc. ("Adviser"), on behalf of itself and the T. Rowe Price Funds ("Fund" or "Funds") and T. Rowe Price Investment Services, Inc. (hereinafter the "Underwriter"), a Maryland corporation.

RECITALS

WHEREAS, the parties entered into a Participation Agreement dated December 15, 2006, as amended (the "Agreement");

WHEREAS, the parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, which consideration is full and complete, the parties hereby agree to amend the Agreement as follows:

1. Amendment

Schedule A. Schedule A of the Agreement is deleted in its entirety and replaced with Schedule A attached hereto.

2. Continuing Provisions of the Agreement. Except as otherwise specifically set forth in this Amendment, all other terms of the Agreement shall remain unchanged and continue in full force and effect.

3. Counterpart Signatures. This Amendment may be executed in any number of counterpart signatures with the same effect as if the parties had all signed the same document. Facsimile signatures shall have the same effect as manual signatures. All counterpart signatures shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the date first above written.

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA
By: /s/ Hal Moody
Title: Senior Director
Date: 8/8/2016

T. ROWE PRICE INVESTMENT SERVICES, INC.
By: /s/ Laura Chasney
Title: Vice President
Date: 8/9/2016

T. ROWE PRICE ASSOCIATES, INC.
By: /s/ Laura Chasney
Title: Vice President
Date: 8/9/2016

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Schedule A

Separate Accounts of the Company

Separate Accounts	Funds	Ticker Symbol
TIAA Separate Account VA-3	T. Rowe Price Institutional Large Cap Growth Fund	TRLGX
	T. Rowe Price QM U.S. Small-Cap Growth Equity Fund	PRDSX
	T. Rowe Price QM U.S. Small-Cap Growth Equity Fund-I Class	TQAIX

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SCHEDULE B

VANGUARD FUNDS

Vanguard Emerging Markets Stock Index Fund (Admiral Shares)
Vanguard Emerging Markets Stock Index Institutional
Vanguard Explorer Fund (Admiral Shares)
Vanguard Explorer Fund (Investor Shares)
Vanguard Intermediate-Term Treasury Fund (Admiral Shares)
Vanguard Intermediate-Term Treasury Fund (Investor Shares)
Vanguard Selected Value Fund (Investor Shares)
Vanguard Small-Cap Value Index Fund (Investor Shares)
Vanguard Small-Cap Value Index Institutional
Vanguard Wellington Fund (Admiral Shares)
Vanguard Wellington Fund (Investor Shares)
Vanguard 500 Index Fund (Admiral Shares)
Vanguard Equity Income Fund (Admiral Shares)
Vanguard Extended Market Index Fund (Admiral Shares)
Vanguard Total Bond Market Index Fund (Admiral Shares)

This Schedule B, to the Agreement dated April 15, 2011, is updated and effective as of September 20, 2016 and replaces all prior versions of this Schedule.

THE VANGUARD GROUP, INC.

By: /s/ Rick Poluch
Print Name: Rick Poluch
Title: Principal

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA,
on behalf of itself and each segregated asset account set forth on Schedule A

By: /s/ Hal Moody
Print Name: Hal Moody
Title: Senior Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Edward Semlies

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Title: Vice President

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ADMINISTRATIVE SERVICES AGREEMENT

Teachers Insurance and Annuity Association of America (the "Insurer") and Ariel Investment Trust (the "Fund", collectively, the "Parties"), mutually agree to the arrangements set forth in this Administrative Services Agreement (the "Agreement"), effective the ____of _____, 2016.

WHEREAS, Ariel Investments, LLC (the "Adviser") serves as the investment adviser to the series of funds within Ariel Investment Trust (the funds within Ariel Investment Trust will be referred to the "Portfolios"); and

WHEREAS, the Insurer issues variable annuity contracts (collectively, the "Contracts") on an individual and group basis; and

WHEREAS, the Insurer has entered into a participation agreement with the Ariel Distributors, LLC, a registered broker dealer and distributor of the Portfolios (the "Participation Agreement") pursuant to which the Distributor has agreed to make shares of the Portfolios listed in Schedule B hereto available for purchase by one of the Insurer' s separate accounts thereof (the "Separate Account"), in connection with the allocation by Contract owners of purchase payments to corresponding investment options offered under the Contracts; and

WHEREAS, the Insurer performs the administrative services listed on Schedule A hereto in connection with the Contracts issued by the Insurer which provide for investments in selected Portfolios of the Fund; and

WHEREAS, the Insurer desires to be compensated for providing such administrative services and the Fund wishes to compensate Insurer for the administrative services the Insurer will provide to the Fund; and

NOW, THEREFORE, the Parties agree as follows:

Section 1. Administrative Services; Payments Therefor

(a) The Fund shall pay Insurer a fee for services performed for or provided to the Fund under this Agreement.

(b) The Insurer shall calculate the Quarterly Fee, as specified in Schedule C, at the end of each calendar quarter and provide the Fund with an invoice and such additional information as the Fund may request to substantiate, verify and document the charges for the administrative services performed in accordance with Schedule A, attached hereto and made a part hereof, as the same may be amended from time to time.

(c) After receipt of quarterly invoices from Insurer and provided the Fund deems such invoices to be accurate, the Fund shall pay Insurer for its services within 30 days of the Fund' s receipt of the invoices or in a manner mutually agreed upon by the Parties from time to time.

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Section 2. Nature of Payments

The Parties to this Agreement recognize and agree that the Fund' s payments hereunder are for administrative services only and do not constitute payment in any manner for investment advisory services or for costs of distribution of Contracts or of Portfolio shares, and are not otherwise related to investment advisory or distribution services or expenses. The Insurer represents and warrants that the fees to be paid by the Fund for services to be rendered by the Insurer pursuant to the terms of this Agreement are to compensate the Insurer for providing administrative services to the Portfolios, and are not designed to reimburse or compensate Insurer for providing administrative services with respect to the Contracts or any Separate Account.

Section 3. Termination

Any Party may terminate this Agreement, without penalty, on 60 days written notice to the other Party. This Agreement shall terminate automatically upon:

(a) the redemption of all shares of the Portfolios held in the Separate Accounts,

(b) termination of the Participation Agreement,

(c) as to a Portfolio, upon termination of the investment advisory agreement between the Fund, on behalf of such Portfolio, and the Adviser, or

(d) the assignment of the Participation Agreement by either party to the Agreement (except for assignments to affiliates).

Unless so terminated, this Agreement shall continue in effect for so long as the Adviser or its successor(s) in interest, or any affiliate thereof, continues to perform in a similar capacity for the Fund or a Portfolio, and for so long as the Insurer provides the services contemplated hereunder with respect to Contracts under which values or monies are allocated to a Portfolio.

Section 4. Amendment

This Agreement may be amended upon mutual agreement of the Parties in writing.

Section 5. Miscellaneous

(a) Successors and Assigns. This Agreement shall be binding upon the Parties and their respective transferees, successors, and permitted assigns. The benefits of and the right to enforce this Agreement shall accrue to the Parties and their transferees, successors, and permitted assigns.

(b) Assignment. Neither this Agreement nor any of the rights, obligations, or liabilities of either Party hereto shall be assigned without the written consent of the other Party.

(c) Intended Beneficiaries. Nothing in this Agreement shall be construed to give any person or entity other than the Parties, as well as the Portfolios, any legal or equitable claim, right or remedy. Rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties, as well as the Fund and its Portfolios.

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(d) Compliance with Law. In the performance of such services as described herein, the Insurer shall comply with applicable laws, rules and regulations.

(e) Currency. Payment for services performed by Insurer under this Agreement may be made in the lawful currency of the United States.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

(g) Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the Illinois without reference to the conflict of law principles thereof.

(h) Severability. If any portion of this Agreement shall be found to be invalid or unenforceable by a court or tribunal or regulatory agency of competent jurisdiction, the remainder shall not be affected thereby, but shall have the same force and effect as if the invalid or unenforceable portion had not been inserted.

(j) Performance Standards. Insurer agrees that in performing or providing functions or services hereunder, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Insurer for its own business. Insurer shall perform services according to servicing standards of the Adviser and the Fund or such other standards as may be mutually agreed upon by the Parties. Insurer shall comply with all applicable laws, regulations, rules and orders in connection with providing the services hereunder. Insurer agrees to maintain sufficient facilities and trained personnel of the kind necessary to perform the services under this Agreement.

(k) Capacity of Personnel and Status of Facilities. Whenever Insurer utilizes its personnel or contracts with others to perform services for the Fund pursuant to this Agreement, such personnel or contract workers shall at all times remain employees or contract workers of Insurer, subject solely to its direction and control. The Fund shall have no liability to such employees or contract workers for their welfare, salaries, fringe benefits, legally required employer contributions and tax obligations. No facility of Insurer used in performing services for or subject to use by Fund shall be deemed to be transferred, assigned, conveyed or leased by performance or use pursuant to this Agreement.

(n) Maintenance of Books. The Insurer and the Fund each shall be responsible for maintaining their own respective books, accounts and records in such a way as to disclose clearly and accurately the nature and detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as the Fund may reasonably request for purposes of its internal bookkeeping and accounting operations. Insurer shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by the Fund and persons authorized by the Fund or any governmental agency having jurisdiction over the Fund during all reasonable business hours. As part of its disaster recovery program, Insurer agrees to maintain back-up records, which will be available to the

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Fund in the event of a disaster. All costs for the business continuity and disaster recovery program, including the use of an alternative site, if needed, in the event of a disaster, will be borne by the Insurer.

(o) Ownership and Custody of Records. All records, books, and files established and maintained by Insurer by reason of its performance of services under this Agreement, which absent this Agreement would have been held by the Fund shall be deemed the property of the Fund and shall be maintained in accordance with applicable law and regulation. Such records should be available, during normal business hours, for inspection by the Fund, anyone authorized by the Fund, and any governmental agency that has regulatory authority over the Fund' s business activities. Copies of such records, books and files shall be delivered to the Fund on demand. All such records, books and files shall be promptly transferred to the Fund by Insurer upon termination of this Agreement.

(p) Audit. The Fund and persons authorized by the Fund or any governmental agency having jurisdiction over the Fund shall have the right, at the Fund' s expense, to conduct an audit of the relevant books, records and accounts of Insurer upon giving reasonable notice of its intent to conduct such an audit. In the event of such audit, Insurer shall give to the party requesting the audit reasonable cooperation and access to all books, records and accounts necessary to audit during normal business hours.

(q) Entire Agreement. This Agreement constitutes the entire agreement between the Parties for the services described herein; and no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

(r) Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered, or sent by facsimile or other telecommunications facility to the address set forth below. Any such notice shall be effective when received. Any party may change its address for notice by giving notice in accordance with this Section. The present addresses are as follows:

(i) the Insurer at:

TIAA
8500 Andrew Carnegie Boulevard
Charlotte, North Carolina 28262
Attention: Mike Kloss

(ii) the Fund at:

Ariel Investment Trust
200 E. Randolph Street
Suite 2900
Chicago, Illinois 60601
Attention: Merrillyn J. Kosier

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of first above written.

Ariel Investment Trust

By: /s/ Merrillyn J. Kosier

Name: Merrillyn J. Kosier

Title: Vice President

Teachers Insurance and Annuity Association of America

By: /s/ Hal Moody

Name: Hal Moody

Title: Senior Director

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SCHEDULE A

ADMINISTRATIVE SERVICES RELATING TO THE PORTFOLIOS

Insurer shall provide certain administrative services respecting the operations of the Fund, as set forth below. This Schedule, which may be amended from time to time, as mutually agreed upon by the Parties, constitutes an integral part of the Agreement to which it is attached. Capitalized terms used herein shall, unless otherwise noted, have the same meaning as the defined terms in the Agreement to which this Schedule relates.

A. Records of Portfolio Share Transactions; Miscellaneous Records

1. Insurer shall maintain master accounts with the transfer agent of the Fund on behalf of each Portfolio. Such accounts shall bear the name of Insurer as the record owner of Portfolio shares on behalf of each Separate Account invested in the Portfolio.

2. Insurer shall maintain a daily journal setting out the number of shares of each Portfolio purchased, redeemed, or exchanged by Contract owners each day, as well as the net purchase or redemption orders for Portfolio shares submitted each day, to assist the Fund and the Fund' s transfer agent in tracking and recording Portfolio share transactions, and to facilitate the computation of each Portfolio' s net asset value per share. Insurer shall promptly provide the Fund and the Fund' s transfer agent a copy of such journal entries or information appearing thereon in such format as may be reasonably requested by the Fund from time to time. Insurer shall provide such other assistance to the Fund and the Fund' s transfer agent as may be necessary to cause various Portfolio share transactions effected by Contract owners to be properly reflected on the books and records of the Fund.

3. In addition to the foregoing records, and without limitation, Insurer shall maintain and preserve all records as required by law to be maintained and preserved in connection with providing administrative services hereunder.

B. Order Placement and Payment

1. Insurer shall determine the net amount to be transmitted to the Separate Accounts as a result of redemptions of each Portfolio' s shares based on Contract owner redemption requests and shall disburse or credit to the Separate Accounts all proceeds of redemptions of Portfolio shares. Insurer shall notify the Fund of the cash required to meet redemption payments.

2. Insurer shall determine the net amount to be transmitted to the Fund as a result of purchases of Portfolio shares based on Contract owner purchase payments and transfers allocated to the Separate Accounts investing in each Portfolio. Insurer shall transmit net purchase payments to the Fund' s transfer agent.

C. Accounting Services

Insurer shall perform miscellaneous accounting services as may be reasonably requested from time to time by the Fund, which services shall relate to the business contemplated by the Participation Agreement between Insurer and the Fund, as amended from time to time. Such

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services shall include, periodic reconciliation and balancing of Insurer' s books and records with those of the Fund with respect to such matters as cash accounts, Portfolio share purchase and redemption orders placed with the Fund, dividend and distribution payments by the Fund, and such other accounting matters that may arise from time to time in connection with the operations of the Fund as related to the business contemplated by the Participation Agreement.

D. Reports

Insurer acknowledges that the Fund may, from time to time, be called upon by the Fund' s Board of Directors ("Board"), to provide various types of information pertaining to the operations of the Fund and related matters, and that the Adviser also may, from time to time, decide to provide such information to the Board in its own discretion. Accordingly, Insurer shall provide the Adviser and/or the Fund with such assistance as the Adviser and/or Fund may reasonably request so that the Fund can report such information to the Fund' s Board in a timely manner.

Insurer shall provide the Fund with such assistance as the Fund may reasonably request with respect to the preparation and submission of reports and other documents pertaining to the Fund to appropriate regulatory bodies and third party reporting services.

Insurer shall transmit prospectuses, proxy materials, reports, and other information required to be sent to shareholders pursuant to the federal securities laws subject to the terms agreed to by the Distributor and the Insurer in the Participation Agreement.

Insurer shall create and transmit all forms and reports required to be sent to Contract owners pursuant to the federal tax laws.

E. Account Statements and Internet Access to Account Information

1. Insurer shall prepare and deliver periodic account statements to Contract owners showing for each Contract the total number of Portfolio shares held as of the statement closing date, purchase and redemption of Portfolio shares during the statement period.

2. Insurer shall in accordance with applicable law send Contract owners confirmations related to the processing of purchases and redemption of Portfolio shares.

3. Insurer shall establish Internet access for Contract owners to view account balances and perform certain limited transactions, as determined by the Insurer, in respect of Portfolio shares.

F. Fund-Related Contract Owner and Miscellaneous Services

Insurer shall provide such other services with respect to Contract owners as the Fund may request from time to time that are not otherwise covered by any other agreement, including, assistance with soliciting voting instructions from Contract owners and tabulating the same. In addition, Insurer shall perform such other administrative services for the Fund as mutually agreed between Insurer and the Fund from time to time.

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SCHEDULE B

Portfolios

Ariel Fund		
Institutional Class	ARAIX	040337842
Ariel Appreciation Fund		
Institutional Class	CAAIX	040337834
Ariel Focus Fund		
Institutional Class	AFOYX	040337826
Ariel Discovery Fund		
Institutional Class	ADYIX	040337818
Ariel International Fund		
Institutional Class	AINIX	040337875
Ariel Global Fund		
Institutional Class	AGLYX	040337859

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SCHEDULE C

The annual fee for the administrative services provided under this Agreement, as described in Exhibit A, is 0.10% (ten basis points) of the average daily net asset value of the Institutional Class shares of the Portfolios of the Fund attributable to the Contracts issued by the Insurer and shall be paid on a quarterly basis in arrears.

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ADMINISTRATIVE SERVICES AGREEMENT

Teachers Insurance and Annuity Association of America (the "Insurer") and Parnassus Investments (the "Adviser") (collectively, the "Parties"), mutually agree to the arrangements set forth in this Administrative Services Agreement (the "Agreement"), effective the __of , 2016.

WHEREAS, the Adviser serves as the investment adviser to the Parnassus Core Equity Fund (the "Fund"); and

WHEREAS, the Insurer issues variable annuity contracts (collectively, the "Contracts") on an individual and group basis; and

WHEREAS, the Insurer has entered into a participation agreement with the Fund (the "Participation Agreement") pursuant to which the Fund has agreed to make shares of its portfolios listed in Schedule B hereto ("Portfolios") available for purchase by one of the Insurer' s separate accounts thereof (the "Separate Account"), in connection with the allocation by Contract owners of purchase payments to corresponding investment options offered under the Contracts; and

WHEREAS, the Fund and its Portfolios derive substantial savings in administrative expenses by virtue of having the Separate Account of the Insurer as a single shareholder of record of Portfolio shares, rather than having numerous individual shareholders of such shares; and

WHEREAS, the Insurer performs the administrative services listed on Schedule A hereto in connection with the Contracts issued by the Insurer which provide for investments in selected Portfolios of the Fund; and

WHEREAS, the Insurer has no contractual or other legal obligations to perform such administrative services themselves at its own expense for any of the Portfolios; and

WHEREAS, the Insurer desires to be compensated for providing such administrative services; and

WHEREAS, the Adviser desires that the Portfolios continue to benefit from the administrative services performed by Insurer; and

WHEREAS, the Adviser desires to retain the administrative services of the Insurer and to compensate it for providing such administrative services.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Administrative Services; Payments Therefor

(a) The Adviser shall pay Insurer a fee as compensation for services performed or provided pursuant to this Agreement for the Fund, including the costs related to the office space, supplies and equipment used by personnel in providing or performing such services.

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(b) The Insurer shall provide the administrative services set out in Schedule A hereto and made a part hereof, as the same may be amended from time to time. For such services, the Adviser agrees to pay to the Insurer a quarterly fee ("Quarterly Fee") set out in Schedule C hereto.

(c) The Adviser shall calculate the Quarterly Fee at the end of each calendar quarter and will make such payment to Insurer within 30 days thereafter, in a manner mutually agreed upon by the Parties from time to time.

Section 2. Nature of Payments

The Parties to this Agreement recognize and agree that Adviser' s payments hereunder are for administrative services only and do not constitute payment in any manner for investment advisory services or for costs of distribution of Contracts or of Portfolio shares, and are not otherwise related to investment advisory or distribution services or expenses. The Insurer represents and warrants that the fees to be paid by the Adviser for services to be rendered by the Insurer pursuant to the terms of this Agreement are to compensate the Insurer for providing administrative services to the Portfolios, and are not designed to reimburse or compensate Insurer for providing administrative services with respect to the Contracts or any Separate Account.

Section 3. Termination

Any Party may terminate this Agreement, without penalty, on 60 days written notice to the other Party. This Agreement shall terminate automatically upon:

(a) the redemption of all shares of the Portfolios held in the Separate Accounts,

(b) termination of the Participation Agreement,

(c) as to a Portfolio, upon termination of the investment advisory agreement between the Fund, on behalf of such Portfolio, and the Adviser, or

(d) the assignment of the Participation Agreement by either the Company or the Adviser.

Unless so terminated, this Agreement shall continue in effect for so long as the Adviser or its successor(s) in interest, or any affiliate thereof, continues to perform in a similar capacity for the Fund or a Portfolio, and for so long as the Insurer provides the services contemplated hereunder with respect to Contracts under which values or monies are allocated to a Portfolio.

Section 4. Amendment

This Agreement may be amended upon mutual agreement of the Parties in writing.

Section 5. Miscellaneous

(a) Successors and Assigns. This Agreement shall be binding upon the Parties and their respective transferees, successors, and permitted assigns. The benefits of and the right to enforce this Agreement shall accrue to the Parties and their transferees, successors, and permitted assigns.

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(b) Assignment. Neither this Agreement nor any of the rights, obligations, or liabilities of either Party hereto shall be assigned without the written consent of the other Party.

(c) Intended Beneficiaries. Nothing in this Agreement shall be construed to give any person or entity other than the Parties, as well as the Portfolios, any legal or equitable claim, right or remedy. Rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties, as well as the Fund and its Portfolios.

(d) Compliance with Law. In the performance of such services as described herein, the Insurer shall comply with applicable laws, rules and regulations.

(e) Currency. Payment for services performed by Insurer under this Agreement may be made in the lawful currency of the United States.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

(g) Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the New York without reference to the conflict of law principles thereof.

(h) Severability. If any portion of this Agreement shall be found to be invalid or unenforceable by a court or tribunal or regulatory agency of competent jurisdiction, the remainder shall not be affected thereby, but shall have the same force and effect as if the invalid or unenforceable portion had not been inserted.

(j) Performance Standards. Insurer agrees that in performing or providing functions or services hereunder, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Insurer for its own business. Insurer shall perform services according to servicing standards of the Adviser or such other standards as may be mutually agreed upon by the Parties. Insurer shall comply with all applicable laws, regulations, rules and orders in connection with providing the services hereunder. Insurer agrees to maintain sufficient facilities and trained personnel of the kind necessary to perform the services under this Agreement.

(k) Capacity of Personnel and Status of Facilities. Whenever Insurer utilizes its personnel or contracts with others to perform services for the Adviser pursuant to this Agreement, such personnel or contract workers shall at all times remain employees or contract workers of Insurer, subject solely to its direction and control. The Adviser shall have no liability to such employees or contract workers for their welfare, salaries, fringe benefits, legally required employer contributions and tax obligations. No facility of Insurer used in performing services for or subject to use by Adviser shall be deemed to be transferred, assigned, conveyed or leased by performance or use pursuant to this Agreement.

(n) Maintenance of Books. The Insurer and the Adviser each shall maintain its own books, accounts and records in such a way as to disclose clearly and accurately the nature and

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detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as the Adviser may reasonably request for purposes of its internal bookkeeping and accounting operations. Insurer shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by the Adviser and persons authorized by them or any governmental agency having jurisdiction over the Adviser during all reasonable business hours. As part of its disaster recovery program, Insurer agrees to maintain back-up records, which will be available to the Adviser in the event of a disaster. All costs for the business continuity and disaster recovery program, including the use of an alternative site, if needed, in the event of a disaster, will be borne by the Insurer.

(o) Ownership and Custody of Records. All records, books, and files established and maintained by Insurer by reason of its performance of services under this Agreement, which absent this Agreement would have been held by the Adviser, shall be deemed the property of the Adviser and shall be maintained in accordance with applicable law and regulation. Such records should be available, during normal business hours, for inspection by the Adviser, anyone authorized by the Adviser, and any governmental agency that has regulatory authority over the Adviser' s business activities. Copies of such records, books and files shall be delivered to the Adviser on demand. All such records, books and files shall be promptly transferred to the Adviser by Insurer upon termination of this Agreement.

(p) Audit. The Adviser and persons authorized by the Adviser or any governmental agency having jurisdiction over the Adviser shall have the right, at the Adviser' s expense, to conduct an audit of the relevant books, records and accounts of Insurer upon giving reasonable notice of its intent to conduct such an audit. In the event of such audit, Insurer shall give to the party requesting the audit reasonable cooperation and access to all books, records and accounts necessary to audit during normal business hours.

(q) Entire Agreement. This Agreement constitutes the entire agreement between the Parties for the services described herein; and no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

(r) Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered, or sent by facsimile or other telecommunications facility to the address set forth below. Any such notice shall be effective when received. Any party may change its address for notice by giving notice in accordance with this Section. The present addresses are as follows:

(i) the Insurer at:

TIAA
8500 Andrew Carnegie Boulevard
Charlotte, North Carolina 28262
Attention: Mike Kloss

(ii) the Adviser at:

Parnassus Investments
1 Market Street, Suite 1600
San Francisco, CA 94105
Attention: Scott Liffick

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of first above written.

Parnassus Investments

By: /s/ Benjamin Allen

Name: Benjamin Allen

Title: Vice President

Teachers Insurance and Annuity Association of America

By: /s/ Hal Moody

Name: Hal Moody

Title: Senior Director

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ADMINISTRATIVE SERVICES RELATING TO THE PORTFOLIOS

Insurer shall provide certain administrative services respecting the operations of the Fund, as set forth below. This Schedule, which may be amended from time to time as mutually agreed upon by the Parties, constitutes an integral part of the Agreement to which it is attached. Capitalized terms used herein shall, unless otherwise noted, have the same meaning as the defined terms in the Agreement to which this Schedule relates.

A. Records of Portfolio Share Transactions; Miscellaneous Records

1. Insurer shall maintain master accounts with the Fund, on behalf of each Portfolio, which accounts shall bear the name of Insurer as the record owner of Portfolio shares on behalf of each Separate Account investing in the Portfolio.

2. Insurer shall maintain a daily journal setting out the number of shares of each Portfolio purchased, redeemed, or exchanged by Contract owners each day, as well as the net purchase or redemption orders for Portfolio shares submitted each day, to assist the Adviser and the Fund in tracking and recording Portfolio share transactions, and to facilitate the computation of each Portfolio' s net asset value per share. Insurer shall promptly provide the Adviser and the Fund a copy of such journal entries or information appearing thereon in such format as may be reasonably requested from time to time. Insurer shall provide such other assistance to the Adviser and the Fund as may be necessary to cause various Portfolio share transactions effected by Contract owners to be properly reflected on the books and records of the Fund.

3. In addition to the foregoing records, and without limitation, Insurer shall maintain and preserve all records as required by law to be maintained and preserved in connection with providing administrative services hereunder.

B. Order Placement and Payment

1. Insurer shall determine the net amount to be transmitted to the Separate Accounts as a result of redemptions of each Portfolio' s shares based on Contract owner redemption requests and shall disburse or credit to the Separate Accounts all proceeds of redemptions of Portfolio shares. Insurer shall notify the Fund of the cash required to meet redemption payments.

2. Insurer shall determine the net amount to be transmitted to the Fund as a result of purchases of Portfolio shares based on Contract owner purchase payments and transfers allocated to the Separate Accounts investing in each Portfolio. Insurer shall transmit net purchase payments to the Fund' s custodian.

C. Accounting Services

Insurer shall perform miscellaneous accounting services as may be reasonably requested from time to time by the Adviser, which services shall relate to the business contemplated by the Participation Agreement between Insurer and the Fund, as amended from time to time. Such services shall include, periodic reconciliation and balancing of Insurer' s books and records with

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those of the Fund with respect to such matters as cash accounts, Portfolio share purchase and redemption orders placed with the Fund, dividend and distribution payments by the Fund, and such other accounting matters that may arise from time to time in connection with the operations of the Fund as related to the business contemplated by the Participation Agreement.

D. Reports

Insurer acknowledges that the Adviser may, from time to time, be called upon by the Fund' s Board of Directors ("Board"), to provide various types of information pertaining to the operations of the Fund and related matters, and that the Adviser also may, from time to time, decide to provide such information to the Board in its own discretion. Accordingly, Insurer shall provide the Adviser with such assistance as the Adviser may reasonably request so that the Adviser can report such information to the Fund' s Board in a timely manner.

In addition, Insurer shall provide the Adviser with such assistance as the Adviser may reasonably request with respect to the preparation and submission of reports and other documents pertaining to the Fund to appropriate regulatory bodies and third party reporting services.

E. Account Statements and Internet Access to Account Information

1. Insurer shall prepare and deliver periodic account statements to Contract owners showing for each Contract the total number of Portfolio shares held as of the statement closing date, purchase and redemption of Portfolio shares during the statement period.

2. Insurer shall in accordance with applicable law send Contract owners confirmations related to the processing of purchases and redemption of Portfolio shares.

3. Insurer shall establish Internet access for Contract owners to view account balances and perform certain limited transactions, as determined by the Insurer, in respect of Portfolio shares.

F. Fund-Related Contract Owner and Miscellaneous Services

Insurer shall provide such other services with respect to Contract owners as the Fund may request from time to time that are not otherwise covered by any other agreement, including, assistance with soliciting voting instructions from Contract owners and tabulating the same. In addition, Insurer shall perform such other administrative services for the Fund as mutually agreed between Insurer and the Fund from time to time.

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SCHEDULE B

Portfolios

Parnassus Core Equity Fund

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Quarterly Fee is equal to a percentage of the average daily net assets of the Portfolios attributable to the Contracts issued by the Insurer at the annual rate of [010]% of the total average daily net assets for Portfolios of the Fund.

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