

SERFF Tracking Number: TCRE-126810872 State: Arkansas
Filing Company: Teachers Insurance and Annuity Association of America State Tracking Number: 46864
Company Tracking Number: IGRS-CERT2-5-ACC
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
Product Name: IGRSP-RC and RCP
Project Name/Number: 2010 IGRS & IGRSP-CERT2-05/60/84 Filing/2010 IGRS & IGRSP-CERT2-05/60/84 Filing

Filing at a Glance

Company: Teachers Insurance and Annuity Association of America

Product Name: IGRSP-RC and RCP SERFF Tr Num: TCRE-126810872 State: Arkansas
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 46864
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: IGRS-CERT2-5-ACC State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Author: Patrick McGroarty Disposition Date: 09/27/2010
Date Submitted: 09/21/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: 2010 IGRS & IGRSP-CERT2-05/60/84 Filing Status of Filing in Domicile: Pending
Project Number: 2010 IGRS & IGRSP-CERT2-05/60/84 Filing Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer
Filing Status Changed: 09/27/2010 Explanation for Other Group Market Type:
State Status Changed: 09/27/2010
Deemer Date: Created By: Patrick McGroarty
Submitted By: Patrick McGroarty Corresponding Filing Tracking Number: IGRS-CERT2-5-ACC
Filing Description:
Reference: Certificate Revision
Retirement Choice and Retirement Choice Plus Annuity Certificates
Form Numbers:
IGRS-CERT2-5-ACC
IGRS-CERT2-60-ACC
IGRS-CERT2-84-ACC

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Variable and Variable
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IGRSP-CERT2-5-ACC
IGRSP-CERT2-60-ACC
IGRSP-CERT2-84-ACC

Attached for your approval are copies of each of the above referenced forms. These forms will replace our previously approved forms as detailed immediately below:

New Certificate Number // Replaces Certificate Number // Approval Date

Retirement Choice Annuity Certificates

IGRS-CERT2-5-ACC // IGRS-CERT1-5-ACC // April 26, 2007
IGRS-CERT2-60-ACC // IGRS-CERT1-60-ACC // April 26, 2007
IGRS-CERT2-84-ACC // IGRS-CERT1-84-ACC // April 26, 2007

Retirement Choice Plus Annuity Certificates

IGRSP-CERT2-5-ACC // IGRSP-CERT1-5-ACC // April 26, 2007
IGRSP-CERT2-60-ACC // IG IGRSP-CERT1-60-ACC // April 26, 2007
IGRSP-CERT2-84-ACC // IGRSP-CERT1-84-ACC // April 26, 2007

We are substituting the following two sentences located at the end of the third paragraph on each certificate cover page and also at the end of the Accumulation provision on page 2.

“The contractholder owns your accumulation under the contract. You have no ownership rights to your accumulation. “

We are replacing the above language with the following sentence:

“Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.”

As a result of this modification, we have changed the form numbers as identified above and also provided our current

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officers' names and signatures to the cover page. The balance of the language within these certificates will remain unchanged.

We have bracketed those elements that are being submitted as variable.

The paper forms will be pre-printed or laser emitted with identical language approved by the Department. We reserve the right to change the book-turn duplex printing, pagination, location of print lines and words, signature graphic, and the type of font (but not to a point size less than 10) of these forms without resubmitting for approval. The application form will also be available on the Internet to be downloaded and printed by the applicant.

We plan to implement these forms as soon as possible after we receive your approval. Please feel free to contact me if you have any questions. Thank you for your consideration of this submission.

Company and Contact

Filing Contact Information

Pat McGroarty, Senior Contract Forms Specialist
730 Third Avenue
730/3/33
New York, NY 10017
pmcgroarty@tiaa-cref.org
212-913-3284 [Phone]
212-916-5903 [FAX]

Filing Company Information

Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, NY 10017
(212) 490-9000 ext. [Phone]
CoCode: 69345
Group Code: 1216
Group Name: TIAA-CREF
FEIN Number: 13-1624203
State of Domicile: New York
Company Type: L&H
State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: 6 certificates X \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Teachers Insurance and Annuity Association of America	\$300.00	09/21/2010	39725568

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	09/27/2010	09/27/2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Retirement Choice Annuity Certificate		Yes
Form	Retirement Choice Annuity Certificate		Yes
Form	Retirement Choice Annuity Certificate		Yes
Form	Retirement Choice Plus Annuity Certificate		Yes
Form	Retirement Choice Plus Annuity Certificate		Yes
Form	Retirement Choice Plus Annuity Certificate		Yes

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Form Schedule

Lead Form Number: IGRS-CERT2-5-ACC

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IGRS-CERT2-5-ACC	Certificate	Retirement Choice Annuity Certificate	Initial		0.000	IGRS-CERT2-5-ACC.pdf
	IGRS-CERT2-60-ACC	Certificate	Retirement Choice Annuity Certificate	Initial		0.000	IGRS-CERT2-60-ACC.pdf
	IGRS-CERT2-84-ACC	Certificate	Retirement Choice Annuity Certificate	Initial		0.000	IGRS-CERT2-84-ACC.pdf
	IGRSP-CERT2-5-ACC	Certificate	Retirement Choice Plus Annuity Certificate	Initial		0.000	IGRSP-CERT2-5-ACC.pdf
	IGRSP-CERT2-60-ACC	Certificate	Retirement Choice Plus Annuity Certificate	Initial		0.000	IGRSP-CERT2-60-ACC.pdf
	IGRSP-CERT2-84-ACC	Certificate	Retirement Choice Plus Annuity Certificate	Initial		0.000	IGRSP-CERT2-84-ACC.pdf

Teachers Insurance and Annuity Association of America
730 Third Avenue, New York, N.Y. 10017-3206
Telephone: [800-842-2733]

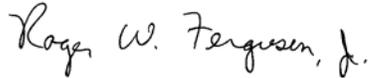
Retirement Choice Annuity Certificate

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Annuity Contract. Your employer plan sponsor is the contractholder to whom the contract is issued. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the contractholder, and you. This certificate refers briefly to some of the contract's features.

The contractholder remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.**

TIAA will pay to the contractholder all benefits set forth, with respect to you, under the terms of the contract and in accordance with the employer plan of the contractholder as from time to time amended, or any successor plan. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.


*Vice President and
Corporate Secretary*


*President and
Chief Executive Officer*

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate
Nonparticipating

Your TIAA Retirement Choice Annuity Certificate

Your Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the authorization of the contractholder. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. The contractholder may revoke or modify any such authorization. Notwithstanding the authorization of the contractholder, such rights are subject to the vesting provisions of the employer plan.

Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

Accumulations

A record of your accumulation is maintained for the sole purpose of providing a record of amounts held under the contract on your behalf. Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.

Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited to premiums and internal transfers applied to the Traditional Annuity will be based on the calendar year in which the premium or internal transfer is applied to the Traditional Annuity. For each such calendar year, an initial rate will be set equal to the CMT for that year (as defined below) less 0.0125, rounded to the nearest 0.0005, provided however that the resulting minimum rate will not be less than 1% nor greater than 3%. Such initial rate will apply for [ten] calendar years, after which it will be reset to the initial rate then being established for premiums and internal transfers applied in the calendar year immediately following the end of such [ten] calendar-year period. If this rate schedule is no longer in effect on such scheduled reset date, the reset rate will be the initial rate that would have been established had this rate schedule continued to be in effect. The resulting reset rate will be subject to the same reset procedure every [ten] calendar years thereafter.

The applicable minimum interest rates determined as described above, will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

The CMT to be used in setting this rate for each calendar year is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [November], preceding that calendar year. We may make future changes to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Your TIAA Retirement Choice Annuity Certificate

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the contractholder three months' written notice of the change.

Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to elect lump-sum benefits from your accumulation. Lump-sum benefits from your Traditional Annuity accumulation may be withdrawn in their entirety, or in any part thereof not less than \$1,000. Such withdrawals from your Traditional Annuity accumulation can only be made within 120 days after:

- A) the date you terminate employment or, if later;
- B) the specific date stipulated in the employer plan.

After the 120-day period expires the election of a lump-sum benefit from your Traditional Annuity accumulation will never again be available. Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 2.5%.

At any time you may, subject to the limits described below, withdraw as a lump-sum benefit all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer from your Investment Account accumulations to TIAA's Traditional Annuity accumulation or to CREF accounts under a companion CREF contract, if any. The contractholder may also permit you to transfer among your Investment Account accumulations. Internal transfers may be for all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000. TIAA reserves the right to limit internal transfers from each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

The contractholder may permit you to apply your Traditional Annuity accumulation, or any part thereof not less than \$10,000, to a Transfer Payout Annuity (TPA) to provide internal transfers to a companion CREF contract, if any; internal transfers to an Investment Account; cash withdrawals; or payment to another funding vehicle as permitted under the employer plan and federal tax law. TPA payments will be made monthly over an 84-month period. If TPA payments are being made to provide internal transfers to a companion CREF contract, if any, or to an Investment Account and the contractholder requests a contractholder payment (as described below) from either a CREF account to which you are transferring or from such Investment Account, the TPA payments to that account will be stopped and the TPA will be redirected in accordance with the terms of the employer plan. TIAA reserves the right to stop accepting TPA payments to any or all Investment Accounts at any time.

The contractholder may permit you to transfer from your accumulation in a companion CREF contract, if any, to the TIAA contract. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

Your TIAA Retirement Choice Annuity Certificate

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to the contractholder on behalf of your beneficiary, in accordance with the terms of the employer plan of the contractholder.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

Employer Plan Fee Withdrawals

The contractholder may, in accordance with the terms of the employer plan, and with TIAA's approval, instruct TIAA to withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

Contractholder Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Contractholder Payments

The contractholder has the right to withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Contractholder payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A contractholder payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract.

The contract does not require the contractholder to elect any withdrawals that would be subject to any surrender charge.

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate Nonparticipating

Teachers Insurance and Annuity Association of America
730 Third Avenue, New York, N.Y. 10017-3206
Telephone: [800-842-2733]

Retirement Choice Annuity Certificate

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Annuity Contract. Your employer plan sponsor is the contractholder to whom the contract is issued. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the contractholder, and you. This certificate refers briefly to some of the contract's features.

The contractholder remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.**

TIAA will pay to the contractholder all benefits set forth, with respect to you, under the terms of the contract and in accordance with the employer plan of the contractholder as from time to time amended, or any successor plan. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.


*Vice President and
Corporate Secretary*


*President and
Chief Executive Officer*

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate
Nonparticipating

Your TIAA Retirement Choice Annuity Certificate

Your Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the authorization of the contractholder. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. The contractholder may revoke or modify any such authorization. Notwithstanding the authorization of the contractholder, such rights are subject to the vesting provisions of the employer plan.

Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

Accumulations

A record of your accumulation is maintained for the sole purpose of providing a record of amounts held under the contract on your behalf. Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.

Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited to premiums and internal transfers applied to the Traditional Annuity will be based on the calendar year in which the premium or internal transfer is applied to the Traditional Annuity. For each such calendar year, an initial rate will be set equal to the CMT for that year (as defined below) less 0.0125, rounded to the nearest 0.0005, provided however that the resulting minimum rate will not be less than 1% nor greater than 3%. Such initial rate will apply for [ten] calendar years, after which it will be reset to the initial rate then being established for premiums and internal transfers applied in the calendar year immediately following the end of such [ten] calendar-year period. If this rate schedule is no longer in effect on such scheduled reset date, the reset rate will be the initial rate that would have been established had this rate schedule continued to be in effect. The resulting reset rate will be subject to the same reset procedure every [ten] calendar years thereafter.

The applicable minimum interest rates determined as described above, will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

The CMT to be used in setting this rate for each calendar year is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [November], preceding that calendar year. We may make future changes to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Your TIAA Retirement Choice Annuity Certificate

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the contractholder three months' written notice of the change.

Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to elect lump-sum benefits from your accumulation. Lump-sum benefits from your Traditional Annuity accumulation may be withdrawn in their entirety, or in any part thereof not less than \$1,000. Such withdrawals from your Traditional Annuity accumulation can only be made within 120 days after:

- A) the date you terminate employment or, if later;
- B) the specific date stipulated in the employer plan.

After the 120-day period expires the election of a lump-sum benefit from your Traditional Annuity accumulation will never again be available. Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 2.5%.

At any time you may, subject to the limits described below, withdraw as a lump-sum benefit all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer from your Investment Account accumulations to TIAA's Traditional Annuity accumulation or to CREF accounts under a companion CREF contract, if any. The contractholder may also permit you to transfer among your Investment Account accumulations. Internal transfers may be for all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000. TIAA reserves the right to limit internal transfers from each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

The contractholder may permit you to apply your Traditional Annuity accumulation, or any part thereof not less than \$10,000, to a Transfer Payout Annuity (TPA) to provide internal transfers to a companion CREF contract, if any; internal transfers to an Investment Account; cash withdrawals; or payment to another funding vehicle as permitted under the employer plan and federal tax law. TPA payments will be made monthly over an 84-month period. If TPA payments are being made to provide internal transfers to a companion CREF contract, if any, or to an Investment Account and the contractholder requests a contractholder payment (as described below) from either a CREF account to which you are transferring or from such Investment Account, the TPA payments to that account will be stopped and the TPA will be redirected in accordance with the terms of the employer plan. TIAA reserves the right to stop accepting TPA payments to any or all Investment Accounts at any time.

The contractholder may permit you to transfer from your accumulation in a companion CREF contract, if any, to the TIAA contract. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

Your TIAA Retirement Choice Annuity Certificate

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to the contractholder on behalf of your beneficiary, in accordance with the terms of the employer plan of the contractholder.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

Employer Plan Fee Withdrawals

The contractholder may, in accordance with the terms of the employer plan, and with TIAA's approval, instruct TIAA to withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

Contractholder Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Contractholder Payments

The contractholder has the right to withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Contractholder payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A contractholder payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract.

The contract does not require the contractholder to elect any withdrawals that would be subject to any surrender charge.

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate Nonparticipating

Teachers Insurance and Annuity Association of America
730 Third Avenue, New York, N.Y. 10017-3206
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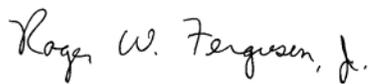
Retirement Choice Annuity Certificate

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Annuity Contract. Your employer plan sponsor is the contractholder to whom the contract is issued. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the contractholder, and you. This certificate refers briefly to some of the contract's features.

The contractholder remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.**

TIAA will pay to the contractholder all benefits set forth, with respect to you, under the terms of the contract and in accordance with the employer plan of the contractholder as from time to time amended, or any successor plan. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.


*Vice President and
Corporate Secretary*


*President and
Chief Executive Officer*

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate
Nonparticipating

Your TIAA Retirement Choice Annuity Certificate

Your Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the authorization of the contractholder. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. The contractholder may revoke or modify any such authorization. Notwithstanding the authorization of the contractholder, such rights are subject to the vesting provisions of the employer plan.

Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

Accumulations

A record of your accumulation is maintained for the sole purpose of providing a record of amounts held under the contract on your behalf. Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.

Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited to premiums and internal transfers applied to the Traditional Annuity will be based on the calendar year in which the premium or internal transfer is applied to the Traditional Annuity. For each such calendar year, an initial rate will be set equal to the CMT for that year (as defined below) less 0.0125, rounded to the nearest 0.0005, provided however that the resulting minimum rate will not be less than 1% nor greater than 3%. Such initial rate will apply for [ten] calendar years, after which it will be reset to the initial rate then being established for premiums and internal transfers applied in the calendar year immediately following the end of such [ten] calendar-year period. If this rate schedule is no longer in effect on such scheduled reset date, the reset rate will be the initial rate that would have been established had this rate schedule continued to be in effect. The resulting reset rate will be subject to the same reset procedure every [ten] calendar years thereafter.

The applicable minimum interest rates determined as described above, will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

The CMT to be used in setting this rate for each calendar year is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [November], preceding that calendar year. We may make future changes to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Your TIAA Retirement Choice Annuity Certificate

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the contractholder three months' written notice of the change.

Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to elect lump-sum benefits from your accumulation. Lump-sum benefits from your Traditional Annuity accumulation may be withdrawn in their entirety, or in any part thereof not less than \$1,000. Such withdrawals from your Traditional Annuity accumulation can only be made within 120 days after:

- A) the date you terminate employment or, if later;
- B) the specific date stipulated in the employer plan.

After the 120-day period expires the election of a lump-sum benefit from your Traditional Annuity accumulation will never again be available. Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 2.5%.

At any time you may, subject to the limits described below, withdraw as a lump-sum benefit all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer from your Investment Account accumulations to TIAA's Traditional Annuity accumulation or to CREF accounts under a companion CREF contract, if any. The contractholder may also permit you to transfer among your Investment Account accumulations. Internal transfers may be for all of any of your Investment Account accumulations, or any part of any of your Investment Account accumulations not less than \$1,000. TIAA reserves the right to limit internal transfers from each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

The contractholder may permit you to apply your Traditional Annuity accumulation, or any part thereof not less than \$10,000, to a Transfer Payout Annuity (TPA) to provide internal transfers to a companion CREF contract, if any; internal transfers to an Investment Account; cash withdrawals; or payment to another funding vehicle as permitted under the employer plan and federal tax law. TPA payments will be made monthly over an 84-month period. If TPA payments are being made to provide internal transfers to a companion CREF contract, if any, or to an Investment Account and the contractholder requests a contractholder payment (as described below) from either a CREF account to which you are transferring or from such Investment Account, the TPA payments to that account will be stopped and the TPA will be redirected in accordance with the terms of the employer plan. TIAA reserves the right to stop accepting TPA payments to any or all Investment Accounts at any time.

The contractholder may permit you to transfer from your accumulation in a companion CREF contract, if any, to the TIAA contract. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or to any or all Investment Accounts at any time.

Your TIAA Retirement Choice Annuity Certificate

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to the contractholder on behalf of your beneficiary, in accordance with the terms of the employer plan of the contractholder.

Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

Employer Plan Fee Withdrawals

The contractholder may, in accordance with the terms of the employer plan, and with TIAA's approval, instruct TIAA to withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

Contractholder Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Contractholder Payments

The contractholder has the right to withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Contractholder payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A contractholder payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract. Under the contract's current rate schedule, any amounts that the contractholder withdraws from the Traditional Annuity are subject to a 1.5% surrender charge.

The contract does not require the contractholder to elect any withdrawals that would be subject to the surrender charge.

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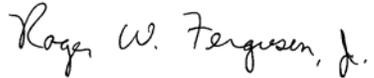
Retirement Choice Plus Annuity Certificate

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Plus Annuity Contract. Your employer plan sponsor is the contractholder to whom the contract is issued. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the contractholder, and you. This certificate refers briefly to some of the contract's features.

The contractholder remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.**

TIAA will pay to the contractholder all benefits set forth, with respect to you, under the terms of the contract and in accordance with the employer plan of the contractholder as from time to time amended, or any successor plan. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.


*Vice President and
Corporate Secretary*


*President and
Chief Executive Officer*

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Your TIAA Retirement Choice Plus Annuity Certificate

Your Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the authorization of the contractholder. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. The contractholder may revoke or modify any such authorization. Notwithstanding the authorization of the contractholder, such rights are subject to the vesting provisions of the employer plan.

Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

Accumulations

A record of your accumulation is maintained for the sole purpose of providing a record of amounts held under the contract on your behalf. Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.

Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less 0.0125, rounded to the nearest 0.0005, provided however that the minimum rate will not be less than 1% nor greater than 3%. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [January] preceding the reset date.

The minimum interest rate so determined will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the contractholder three months' written notice of the change.

Your TIAA Retirement Choice Plus Annuity Certificate

Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to withdraw your Traditional Annuity accumulation or any of your Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than \$1,000

Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer between your Traditional Annuity accumulation and your Investment Account accumulations. In addition, the contractholder may permit you to transfer all or part of your Traditional Annuity accumulation or Investment Account accumulations to the companion CREF contract, if any, or from your accumulation in any such companion CREF contract to the TIAA contract. The contractholder may also permit you to transfer among your Investment Account accumulations. Such transfers may be for all of your Traditional Annuity accumulation or all of any of your Investment Account accumulations, or any part of any of these accumulations not less than \$1,000. Transfers from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit internal transfers from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or internal transfers to any or all Investment Accounts at any time.

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to the contractholder on behalf of your beneficiary, in accordance with the terms of the employer plan of the contractholder.

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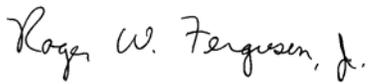
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Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

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Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less 0.0125, rounded to the nearest 0.0005, provided however that the minimum rate will not be less than 1% nor greater than 3%. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [January] preceding the reset date.

The minimum interest rate so determined will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

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Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to withdraw your Traditional Annuity accumulation or any of your Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than \$1,000

Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer between your Traditional Annuity accumulation and your Investment Account accumulations. In addition, the contractholder may permit you to transfer all or part of your Traditional Annuity accumulation or Investment Account accumulations to the companion CREF contract, if any, or from your accumulation in any such companion CREF contract to the TIAA contract. The contractholder may also permit you to transfer among your Investment Account accumulations. Such transfers may be for all of your Traditional Annuity accumulation or all of any of your Investment Account accumulations, or any part of any of these accumulations not less than \$1,000. Transfers from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit internal transfers from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or internal transfers to any or all Investment Accounts at any time.

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

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Employer Plan Fee Withdrawals

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The contractholder has the right to withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Contractholder payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A contractholder payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract.

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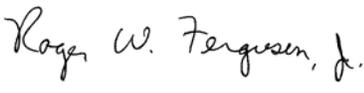
Retirement Choice Plus Annuity Certificate

This certificate is issued to you, the employee, by us, Teachers Insurance and Annuity Association of America (TIAA), in connection with amounts recorded in your name under an employer plan funded by a TIAA Retirement Choice Plus Annuity Contract. Your employer plan sponsor is the contractholder to whom the contract is issued. The contract shall govern the payment of all benefits by TIAA and the rights and obligations of TIAA, the contractholder, and you. This certificate refers briefly to some of the contract's features.

The contractholder remits all premiums under the contract. Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. **Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.**

TIAA will pay to the contractholder all benefits set forth, with respect to you, under the terms of the contract and in accordance with the employer plan of the contractholder as from time to time amended, or any successor plan. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.


*Vice President and
Corporate Secretary*


*President and
Chief Executive Officer*

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate
Nonparticipating

Your TIAA Retirement Choice Plus Annuity Certificate

Your Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

Your right (or that of your beneficiaries, after your death) to make choices and elections available under the contract, with respect to amounts recorded in your name under the contract, is subject to the authorization of the contractholder. Such rights include but are not limited to the right to allocate premiums, name a second annuitant, designate beneficiaries and payees, elect lump-sum benefits, make transfers, and choose forms of benefit payment. The contractholder may revoke or modify any such authorization. Notwithstanding the authorization of the contractholder, such rights are subject to the vesting provisions of the employer plan.

Allocation Options

Premiums are allocated between the Traditional Annuity and the Investment Accounts. Each premium allocated to the Traditional Annuity under the contract buys a guaranteed minimum amount of benefit payments, based on the rate schedule in effect at the time the premium is credited. Traditional Annuity accumulations will be credited with a guaranteed interest rate, and may also be credited with additional amounts declared by TIAA. TIAA does not guarantee that there will be additional amounts. Each premium allocated to any of the Investment Accounts under the contract buys a number of accumulation units. Accumulations in the Investment Accounts are not guaranteed, and may increase or decrease depending on investment results.

Accumulations

A record of your accumulation is maintained for the sole purpose of providing a record of amounts held under the contract on your behalf. Your accumulation consists of the portion of the Traditional Annuity accumulation and Investment Account accumulations held on your behalf under the contract. Your rights under the contract are those in accordance with the terms of the employer plan and as delegated to you by the contractholder.

Benefit Guarantees

Under the contract's current rate schedule, the minimum effective annual interest rate to be credited will be reset each [March 1]. The rate will be set equal to the CMT less 0.0125, rounded to the nearest 0.0005, provided however that the minimum rate will not be less than 1% nor greater than 3%. The CMT is the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month of [January] preceding the reset date.

The minimum interest rate so determined will be credited on amounts applied to the Traditional Annuity accumulation from the end of the day on which such amount is credited to the date such amount is deducted from the Traditional Annuity accumulation or applied to an annuity form of benefit in accordance with the contract. Such annuity benefits will be based on interest at the effective annual rate of 2% and the mortality table provided for in the contract.

We may make future changes to the reset date and/or to the choice of calendar month for which the average five-year Constant Maturity Treasury Rate will be used to set the CMT. Any such change will be effected only after obtaining any regulatory approvals.

These guarantees cease to apply to amounts that leave the Traditional Annuity.

Subject to applicable insurance law, the contract's rate schedule may be changed. Such a change will not affect any benefits purchased prior to the change. A change in the rate schedule will be made only after we have given the contractholder three months' written notice of the change.

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Additional Amounts

Additional amounts may be credited to accumulations in the Traditional Annuity under the contract. TIAA does not guarantee that there will be additional amounts. TIAA will determine at least annually if additional amounts will be credited.

Lump-sum Benefits

Under the terms of the contract, the contractholder may permit you to withdraw your Traditional Annuity accumulation or any of your Investment Account accumulations as a lump-sum benefit. Such withdrawal must be for all of an accumulation or any part of any accumulation not less than \$1,000

Lump-sum benefits paid from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit lump-sum benefits from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter.

Transfers

Under the terms of the contract, the contractholder may permit you to transfer between your Traditional Annuity accumulation and your Investment Account accumulations. In addition, the contractholder may permit you to transfer all or part of your Traditional Annuity accumulation or Investment Account accumulations to the companion CREF contract, if any, or from your accumulation in any such companion CREF contract to the TIAA contract. The contractholder may also permit you to transfer among your Investment Account accumulations. Such transfers may be for all of your Traditional Annuity accumulation or all of any of your Investment Account accumulations, or any part of any of these accumulations not less than \$1,000. Transfers from the Traditional Annuity accumulation will be reduced by any surrender charge in accordance with the applicable rate schedule or schedules. Under the contract's current rate schedule the surrender charge is 0%.

TIAA reserves the right to limit internal transfers from your Traditional Annuity accumulation and each of your Investment Account accumulations to not more than one in a calendar quarter. TIAA reserves the right to stop accepting internal transfers to the Traditional Annuity and/or internal transfers to any or all Investment Accounts at any time.

To the extent permitted by applicable law, we may reject, limit, defer or impose other conditions on transfers into or out of an Investment Account in order to curb frequent transfer activity to the extent that comparable limitations are imposed on the purchase, redemption or exchange of shares of any of the funds held by an Investment Account. In accordance with applicable law, we may terminate the transfer feature of the contract at any time.

A fund in which an Investment Account invests may impose a redemption charge on its assets that are redeemed out of the fund in connection with a transfer. The fund determines the amount of the redemption charge and the charge is retained by or paid to the fund and not by or to TIAA. The redemption charge may affect the number and value of accumulation units transferred out of the Investment Account that invests in that fund and, therefore, may affect the Investment Account accumulation.

Death Benefits

If you die, your accumulation will provide for a death benefit for your beneficiary. The death benefit is the current value of your accumulation under the contract. It will be payable to the contractholder on behalf of your beneficiary, in accordance with the terms of the employer plan of the contractholder.

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Benefits Based on Incorrect Data

If the amount of benefits is determined by data as to a person's age or sex that is incorrect, the benefits payable will be such as the premium paid would have purchased based on the correct data. Any amounts underpaid by TIAA on the basis of the incorrect data will be paid at the time the correction is made. Any amounts overpaid by TIAA on the basis of the incorrect data will be charged against the payments due after the correction is made. Any amounts so paid or charged will include compound interest at the effective annual rate of 6% per year.

Employer Plan Fee Withdrawals

The contractholder may, in accordance with the terms of the employer plan, and with TIAA's approval, instruct TIAA to withdraw amounts from the contract's accumulation, to pay fees associated with the administration of the plan.

Contractholder Rights

The contractholder owns the contract. The contractholder may, to the extent permitted by law, exercise every right that is granted to the contractholder under the contract without the consent of any other person unless the right has been given to such other person under the contract and authorized by the contractholder.

The contractholder has the right to withdraw the contract's entire Traditional Annuity accumulation and/or the contract's entire accumulation in an Investment Account. Contractholder payments from the Traditional Annuity accumulation will be made only as a series of payments of the contract's entire Traditional Annuity accumulation. A contractholder payment from an Investment Account accumulation will be a lump-sum payment of that Account's entire accumulation under the contract. Under the contract's current rate schedule, any amounts that the contractholder withdraws from the Traditional Annuity are subject to a 1.5% surrender charge.

The contract does not require the contractholder to elect any withdrawals that would be subject to the surrender charge.

Group Flexible Premium Fixed and Variable Deferred Annuity Certificate Nonparticipating

SERFF Tracking Number: TCRE-126810872 State: Arkansas
Filing Company: Teachers Insurance and Annuity Association of America State Tracking Number: 46864
Company Tracking Number: IGRS-CERT2-5-ACC
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
Product Name: IGRSP-RC and RCP
Project Name/Number: 2010 IGRS & IGRSP-CERT2-05/60/84 Filing/2010 IGRS & IGRSP-CERT2-05/60/84 Filing

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR ComplianceCertification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: Retirement Choice Statement of Variability IGRS-CERT2-5-ACC.pdf RCP Generic Statement of Variability.pdf		

STATE OF ARKANSAS

CERTIFICATIONS

You have our assurance that we are in compliance with the applicable sections of Ark. Code Ann. 23-79-138.

You also have our assurance that we provide the Life and Health Guaranty Association notice to each certificate holder in compliance with the requirements of Regulation 49.

Ark. Code Ann. 23-79-109 states that applications are required to be filed with the Department when the application is to be made a part of the policy or contract. We have not submitted the forms used for these group annuity contracts since they are not attached to and do not form a part of the contracts issued.

I hereby certify that I have reviewed the forms listed below; and that, to the best of my knowledge, information, and belief the forms listed below meet the provisions of the Arkansas Insurance Regulation 19 and all applicable requirements of the Arkansas State Insurance Department.

Since the contracts to which these certificates apply have been filed as variable products, we believe this filing to be exempt from the readability requirements.

Forms: IGRS-CERT2-5-ACC
 IGRS-CERT2-60-ACC
 IGRS-CERT2-84-ACC

 IGRSP-CERT2-5-ACC
 IGRSP-CERT2-60-ACC
 IGRSP-CERT2-84-ACC



Peretz Perl, FSA, MAAA
Director and Actuary
September 21, 2010

Memorandum of Variable Material for Form:
IGRS-CERT2-5-ACC
IGRS-CERT2-60-ACC
IGRS-CERT2-84-ACC

Variable Material is Denoted in Form with Bracketing

<u>Page</u> <u>Number</u>	<u>Item</u>	<u>Range of Values</u>
1	Telephone Number Signatures & Titles	Company telephone number as of issue date. Names of company officers as of issue date.
2	Length of time for which an interest rate is guaranteed for funds remitted in a calendar year before being reset	Number of years
2	CMT measurement month	Any month

Statement of Variability for Forms

IGRSP-CERT2-5-ACC, IGRSP-CERT2-60-ACC, IGRSP-CERT2-84-ACC

Variable Material is denoted in Form with Bracketing

Page Number	Item	Range of Values
1	Telephone Number Signatures & Titles	Company telephone number as of issue date. Names of company officers as of issue date.
2	Interest rate reset month	Any month
2	Constant Maturity Treasury Rate measurement month	Any month