Margin Disclosure Statement

TIAA Brokerage is furnishing this document to you to provide some basic facts about purchasing securities on margin and to alert you to the risks involved with trading securities in a margin account:

Before trading stocks in a margin account, you should carefully review the margin agreement provided within your Customer Account Agreement. Consult TIAA Brokerage regarding any questions or concerns you may have with your margin account(s).

When you purchase securities, you have the option of paying for them in full or borrowing part of the purchase price from TIAA Brokerage and/or Pershing. If you choose to borrow funds from TIAA Brokerage and/or Pershing, you will need to open a margin account. The securities purchased are used as collateral for the loan that was made to you or any other indebtedness arising after the initial transaction. If the securities in your investment account decline in value, so does the value of the collateral supporting your loan. As a result, TIAA Brokerage and/or Pershing can take action. For instance, TIAA Brokerage and/or Pershing can issue a margin call and/or sell securities or liquidate other assets in any of your investment accounts held with TIAA Brokerage and/or Pershing, in order to maintain the required equity in the margin account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

You can lose more funds or securities than you deposit in the margin account.

A decline in value of securities that are purchased on margin may require you to provide additional funds to TIAA Brokerage and/or Pershing to avoid the forced sale of those securities or other securities or assets in your account(s).

TIAA Brokerage and/or Pershing can force the sale of securities or other assets in your account(s).

If the equity in your account falls below the maintenance margin requirements, TIAA Brokerage and/or Pershing can sell the securities or other assets in any of your accounts held at TIAA Brokerage and/or Pershing to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

TIAA Brokerage and/or Pershing can sell your securities or other assets without contacting you.

Some investors mistakenly believe that a financial organization must contact them for a margin call to be valid, and that the financial organization cannot liquidate securities or other assets in their accounts to meet the call unless the financial organization has contacted them first. This is not the case. Most financial organizations will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a financial organization has contacted a customer and provided a specific date by which the customer can meet a margin call, the financial organization can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.

TIAA Brokerage and/or Pershing may change margin requirements or margin call time periods without notice to you.

In regard to house, maintenance, and other margin calls, in lieu of immediate liquidations, TIAA Brokerage and/or Pershing may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish the firm's right in its sole discretion, to shorten the time period in which you may satisfy a call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of TIAA Brokerage and/or Pershing to sell out positions to satisfy the call, which can be as high as the full indebtedness owed by you. Margin requirements may be established and changed by TIAA Brokerage and/or Pershing in its sole discretion and judgment.

You are not entitled to choose which securities or other assets in your investment account(s) are liquidated or sold to meet a margin call.

Because the securities or other assets are collateral for the margin loan, TIAA Brokerage and/or Pershing has the right to decide which security to sell in order to protect its interests. TIAA Brokerage and/or Pershing can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice. These changes in policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause TIAA Brokerage and/or Pershing to liquidate or sell securities in your investment account(s).

You are not entitled to an extension of time on a margin call.

While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Your written Margin Agreement with Pershing and TIAA provides for certain important obligations by you.

The Margin Agreement is a legally binding agreement, cannot be modified by conduct, and no failure on the part of Pershing or TIAA Brokerage at any time to enforce its rights under the Margin Agreement to the greatest extent permitted shall in any way be deemed to waive, modify, or relax any of the rights granted Pershing or TIAA Brokerage, including those rights vested in Pershing or TIAA Brokerage to deal with collateral on all loans advanced to you.

Also, the Margin Agreement constitutes the full and entire understanding between the parties with respect to the provision of the Margin Agreement, and there are no oral or other agreements in conflict with the Margin Agreement unless you have advised in writing to Pershing or TIAA Brokerage of such conflict. Any future modification, amendment, or supplement to the Margin Agreement or any individual provision of the Margin Agreement can only be in writing signed by a representative of TIAA Brokerage and Pershing. You should carefully review your Margin Agreement for the rights and limitations governing your margin account relationship.

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