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Morgan Stanley

For Internal Use Only		
Branch No.	Account No.	FA/PWA No.

Margin Disclosure Statement

Morgan Stanley Smith Barney LLC ("Morgan Stanley"), as applicable ("we," "us" or "our") is furnishing this margin disclosure statement 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 this margin disclosure statement, the margin provisions in the client agreement, and the margin account agreement (where applicable). In the event of a conflict between this document and any other agreements you may have with Morgan Stanley and/or its affiliates, the other agreements will govern. If you have any questions or concerns, please contact your Financial Advisor.

Margin is not appropriate for everyone. You should examine your investment objectives, financial resources and risk tolerance to determine whether borrowing against securities, and trading on Margin in particular, is appropriate for you. The increased leverage that Margin provides may heighten both the risks and rewards of investing. Margin privileges are subject to the firm's review and approval, and are granted at the sole discretion of the firm. Morgan Stanley reserves the right to change the maintenance requirements at any time, without notice to you, due to the volatility and liquidity of your securities and the overall market conditions.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from us. If you choose to borrow funds from us, you will open a margin account with us. The securities purchased are our collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, we can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with us, in order to maintain the required equity in the account. Please note, however, that we do not take into account any Traditional, Roth, Rollover, Inherited, SEP, SAR-SEP, or SIMPLE IRA; VIP, RPM, or EBT account; Coverdell Education Savings Account; or other account holding assets of "a plan" as defined in Section 4975 of the Internal Revenue Code (collectively, "Retirement and Education Savings Accounts") in determining available margin credit or in connection with exercising our margin requirement rights under any account of a different type (i.e., accounts which are not "tax qualified"), or vice versa, as set forth in this disclosure statement or otherwise.

It is important that you understand fully the risks involved in trading securities on margin, which include, but are not limited to, the following:

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

A decline in the value of securities purchased on margin may require you to provide additional funds to Morgan Stanley to avoid the forced sale of those or other securities or assets in your Account.

We can force the sale of securities or other assets in your accounts.

If the equity in your account falls below the NYSE and/or FINRA margin maintenance requirements or Morgan Stanley's higher "house" requirements, we can sell the securities or other assets in any of your Accounts held at Morgan Stanley to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.

We can sell your securities or other assets without contacting you.

Some investors mistakenly believe that their brokerage firm must contact them for a margin call to be valid and that their firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Although, we may attempt to notify you of margin calls, we are not required to do so. Furthermore, even if we contacted you and provided a specific date by which to meet a margin call, we can still take the steps necessary to protect our financial interests, including selling the securities immediately without notice to you.

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

Because the securities are collateral for the margin loan, we have the right to decide which security to sell in order to protect our interests.

We can increase our "house" margin maintenance requirements at any time and are not required to provide you advance written notice.

These changes in policy often take effect immediately and may result in the issuance of a margin maintenance call. Your failure to satisfy the call may require us to liquidate or sell securities in your Accounts.

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 you under certain conditions, you do not have a right to the extension.

We may rehypothecate the securities in your account.

We may borrow money to lend to you or other margin clients and pledge your securities as collateral for such loans. You authorize us to lend any security in the margin credit portion of your Account, together with all attendant rights of ownership, either separately or together with the assets of other margin clients, to us or to others without notice to you. In connection with such loans, and securities loans made to you to facilitate short sales, we are authorized to receive and retain certain benefits, including interest on your collateral posted for such loans, to which you may not be entitled. In addition, we may receive compensation in connection with such loans. In some circumstances, such loans may limit your ability to exercise voting rights of the securities lent, either in whole or in part.

The American Taxpayer Relief Act of 2012 (the "Act") retained the reduced U.S. federal income tax rates on qualifying dividends of 15% (or 20% in the case of certain high-income taxpayers). However, receipt of payment in lieu of dividends (i.e., substitute dividends) will not be eligible for the reduced qualified dividend tax rates. Since assets held in margin accounts with us are generally subject to rehypothecation, substitute (rather than actual) dividends may be received by margin account customers. Under the Act, such dividends will not qualify for the lower rates on dividends.

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