November 14, 1963

Teachers Insurance & Annuity Asso. of America College Retirement Equities Fund 730 Third Avenue New York I. N.Y.

ell

Attention: Miss Jean Mang, Policy Benefits Dept.

Re: TIAA Contract #A 49903-6

Dear Miss Mang:

I am writing to you to confirm our telephone conversation of to-day. I ask you to disregard my letter of November 12th, of which you will find a copy attached.

Would you be kind enough to inform me whether it is correct that if I should die while payment on my annuity remains deferred, my wife would receive automatically upon my death the amount that has been accumulated under my policy, in one lump gum i

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I need this information in order to be able to decide whether I wish to have my annuity payments deferred or whether I wish to begin to draw such payments under one or the other options that are open to me.

Yours very truly,

Leo Szilard

DR. LEO SZILARD
HOTEL DUPONT PLAZA
DUPONT CIRCLE
WASHINGTON, D.C.

November 12, 1963

Teachers Insurance & Annuity Asso. of America College Retirement Equities Fund 730 Third Avenue
New York 17, N.Y.

Attention: Miss Jean Mang, Policy Benefits Dept.

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Dear Miss Mang:

This is to advise you that I have decided to apply for my annuity on the above identified contract and withdraw my prior notice of deferral.

Will you please advise me if there are any new forms that must be completed by me of if I may merely restate my instructions as set forth in the option which I chose and mailed to you on February 27, 1963. I would appreciate your early reply.

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telephone Lan Nov 14/63

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Teachers Insurance & Annuity Asso. of America College Retirement Equities Fund 730 Third Avenue New York D, N.Y.

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Leo Szilard

GALEF & JACOBS 22 EAST 40TH STREET GABRIEL GALEF NEW YORK 16, N. Y. MURRAY HILL 3-7866 VICTOR JACOBS CABLE ADDRESS:"VICLEF" HENRY MAYER SHIRLEY CHERIN WILLIAM M. IVLER STUART J. GORDON MELVYN I. WEISS November 11, 1963 'NY & CONN. BARS Dr. Leo Szilard Hotel Dupont Plaza Dupont Circle Washington, D.C. Dear Dr. Szilard: Enclosed is notice to TIAA concerning your desire to draw your annuity without delay. I suggest that you sign and mail the original to Miss Mang at your earliest convenience. Sincerely, SHIRLEY CHERIN SC/bg enc.

CREF

730 THIRD AVENUE, NEW YORK, N. Y. 10017

212 OXford 7-7600

November 27, 1963

Dr. Leo Szilard Hotel Dupont Plaza Dupont Circle Washington, D. C.

Dear Dr. Szilard:

Thank you for your letter of November 14 confirming that you wish to defer the beginning of your annuity payments.

You are quite correct in your understanding that you may begin receiving payments on your annuity at any time. Payments may begin as of the first day of any month you elect, provided we receive all the necessary papers and any premium to be paid by the last day of that month.

Assuming that present premiums of \$156.25 monthly are continued through February 1, 1964 one of the following life incomes will be available under the Survivor options beginning March 1, 1964.

| Option | Semiannual Income |
|---|-------------------|
| Last Survivor - 1/2 | \$685.19 |
| Last Survivor - full | 548.07 |
| Joint & 2/3 to Survivor with 10 Year Guaranteed Period | 640.15 |
| Accumulation | \$23649.22 |

These figures use December 28, 1909 as Mrs. Szilard's date of birth.

I am enclosing a leaflet which describes the options in detail. If payments are to begin soon just let us know and we'll be glad to make the necessary arrangements.

In the event that your death occurs before annuity payments begin,

as your contract now stands your wife, as beneficiary, will receive any benefit due her in one sum or in accordance with any other method of payment available at that time.

Please do not hesitate to let me know if I may be of any further assistance.

Sincerely yours,

AH:ep Enclosure (Miss) Jean Mang

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Policy Benefits Department

TIAA-CREF ANNUITY INCOME OPTIONS

(If you do not have a CREF certificate, please disregard all references to CREF)

This leaflet is offered to help you choose the annuity income option most suited to your retirement needs.

TIAA-CREF offers a variety of income options from which you may choose. All of the options provide a lifetime income to you, and all except the Single Life Annuity provide income for your beneficiary in the event of your early death.

You will want to give careful consideration to your choice in order to select the option best suited to your retirement needs and those of your family. Your health, your financial obligations and your family circumstances will play a large part in your decision. You will also want to review your other assets such as Social Security benefits, life insurance, savings and investments. Once annuity payments begin, a different option cannot be substituted.

Since the option you choose will provide an income throughout your retirement years, you will want to make sure that you have a clear understanding of each option, so you can elect the one that will provide the maximum usefulness of the benefit available. A Survivor Annuity, for example, pays less than a Single Life Annuity because it is based on two lives rather than one; and those who choose the Instalment Refund option in TIAA will receive an income smaller than a Single Life Annuity during their lifetimes in return for the guarantee that instalments will be continued in any event until the amount of the accumulation at the time of retirement has been paid.

The amount of income payable to you depends upon several factors; for example, the option you choose, the size of your accumulation when payments begin, your date of birth, the interest and mortality rates applicable and, in CREF, the experience of CREF's common stocks during your retirement years. If you choose a Survivor option, your spouse's age will also affect the amount of the income.

Single Life Annuity

The Single Life Annuity will pay you an income as long as you live, with all payments ceasing at your death. It pays a larger income than other options because it does not provide for continuation of payments to a beneficiary.

If you are in good health and have no dependents (or have made other provisions for them, such as life insurance), you should presumably choose a Single Life Annuity because it will give you the largest possible income while you live. Some people hesitate to take a Single Life Annuity, feeling that if they die soon after payments begin they will lose financially because the total return from the contract will have been small. True, if you should die soon, your "savings" would be gone and the aggregate return to you would have been small; but if you should live long, the return would be larger under this option than under any other and might be considerably more than the original accumulation. An insurance company, issuing annuities to thousands of persons, can rely on the "law of averages" (your annuity income would be much less if it couldn't). Any "gain" resulting from the early death of one annuitant helps to pay the "loss" arising from another annuitant living longer than expected.

Survivor Options

The Last Survivor – Half Benefit to Second Annuitant Option will pay you an income for life, and, if you die before your wife (or husband), one-half of the income you would have received will be paid to her for her remaining lifetime. If your spouse dies before you do, the full income will continue to you for life.

The Last Survivor — Full Benefit to Second Annuitant Option will pay you an income for life. Regardless of which spouse dies first, the full income will continue to the survivor for his or her remaining lifetime.

The Joint and 2/3 to Survivor With 10-Year Guaranteed Period Option will pay you and your wife (or husband) an income for life. At the death of *either*, the payments will be reduced to 2/3 the amount that would have been paid if both you and your spouse had continued to live, and will continue to the survivor for his or her remaining lifetime. If both Annuitants die within 10 years after the date payments first began, the 2/3 amount will be continued to a Beneficiary you name for the remainder of the 10-year guaranteed period.

Usually, one of the Survivor Options is chosen when an Annuitant's wife is dependent upon him when he retires. These are the only options that guarantee a lifetime income to your spouse as well as to yourself. Any expected increase or decrease in the income or expenses of either spouse should be considered. For example, you may want payments continued in half to your wife if she would have income from other sources beginning after your death. Or, you may want payments continued in full if other income would be terminated by your death. If you are not married but want to provide for someone through a Survivor Option, you may arrange to do so for a person having an insurable interest in you; for example, a dependent sister.

Life Annuity Options With Certain Payments Guaranteed

The Life Annuity With Guaranteed Period Option will pay you an income for life. In addition, payments are guaranteed for the first 10 or 20 years, whichever you elect. If your death occurs before payments have been made for the full guaranteed period, the payments will continue to your beneficiary for the remainder of that period. Or, you may give your beneficiary the right to have any guaranteed payments remaining at your death "commuted" and paid in one sum. The commuted value of any guaranteed payments will be less than the sum of the remaining payments due because future interest, originally included in computing the amount of the payments, will not be earned. Of course, if you live longer than the guaranteed period, payments go right on for the rest of your life.

The Instalment Refund Annuity (available in TIAA but not in CREF) will pay you an income as long as you live. If your death occurs before the sum of the payments you have received is equal to the value of your accumulation at the time payments started, the payments will continue to your beneficiary until the sum of all payments made equals the amount of such original accumulation. Or, you may give your beneficiary the right to have any guaranteed payments remaining at your death "commuted" and paid in one sum. The commuted value of any guaranteed payments will be less than the sum of the remaining payments due because future interest, originally included in computing the amount of the payments, will not be earned. Under this option too, if you live longer than the guaranteed period, the payments will continue for your remaining lifetime.

Ordinarily, one of these options should be chosen if a dependent will need your support for only a limited period of time. For example, if your spouse is not living but there are minor children dependent upon you, one of these options would assure them of an income in the event of your early death. Or, if your wife expects to receive another income beginning at a later date (from Social Security, life insurance or some other source), she may not require a *lifetime* income from your annuity if she should survive you. By electing one of these options, you can probably assure protection for her until that other income begins. It is important to realize that these options should not be chosen if you must provide a *lifetime* income for a dependent; the Survivor Options are designed for that purpose.

If you are a CREF Participant...

CREF's variable unit-annuity was designed to provide, with TIAA, reasonably stable purchasing power. If you are participating in CREF, it is important for you to understand that your CREF payments will vary in amount.

An income from CREF is expressed as a number of annuity units, payable to you each month for life. These units are like shares of ownership in CREF's broadly diversified common stock fund. Although the number of units payable to you remains constant, their dollar value changes once a year, reflecting primarily changes in the market prices of the common stocks owned by the Fund.

Because common stock values and earnings tend to rise during inflation, the CREF annuity tends to pay more annuity dollars when the cost of living rises, fewer when it falls. The TIAA contract, on the other hand, provides a fixed number of dollars regardless of economic trends and will therefore provide higher purchasing power when the cost of living falls. Thus, the two parts of this system are intended to complement each other, providing good income during periods of steady living costs and acting as a hedge against both inflation and deflation. You can take the best advantage of this system by choosing the option in CREF which corresponds to your choice in TIAA.

In accordance with your CREF Certificate, it is possible to transfer a part or all of the current accumulation value in CREF to TIAA to purchase a fixed-dollar annuity. Details on this option will be sent to you upon request.

We hope the information contained in this leaflet will help you decide which option is best suited to your needs. Please let us know if you have any questions or if there is any way we can help you.

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA and COLLEGE RETIREMENT EQUITIES FUND 730 Third Avenue, New York 17, N. Y.

January 7, 1964

Teachers Insurance & Annuity Asso. of America College Retirement Equities Fund 730 Third Avenue New York 17, N.Y.

Attention: Miss Jean Mang, Policy Benefits Dept.

Re: TIAA Contract #A 49903-6

Dear Miss Mange:

On November 14th of last year, I asked you to let me know the amount of the annuity which TIAA would pay me, if I elected the full annuity to be paid to either me or my wife as long as either of us survives. (Last survivor - full).

Your reply was based on the assumption that premium payments would be kept up to the end of February. This assumption is not correct, however. No premiums are being currently paid and none will be paid hereafter. I should therefore appreciate it if you were to recompute the annuity on a factually correct basis on the assumption that annuities would be paid starting April 1, 1964. (Rather than March, 1964).

I confirm that my wife's date of birth is December 28, 1909.

Further, I would appreciate it if you would also inform me, for purposes of comparison, the amount of the annuity which would be paid to me on a six months' basis starting April 1, 1964, if I elected a different option, namely, the option of receiving an annuity paid to me as long as I live, with the proviso that upon my death, the unused amount, if there is any left, be paid in one lump sum to my wife.

Please note that until you hear from me to the contrary, I don't wish to begin to receive any annuity payment under either of these two options.

I should appreciate your addressing your reply to me at the above address.

Sincerely yours,

Leo Szilard

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730 THIRD AVENUE, NEW YORK, N. Y. 10017

212 OXford 7-7600

January 28, 1964

Dr. Leo Szilard The Enrico Fermi Institute for Nuclear Studies The University of Chicago Chicago 37, Illinois

Dear Dr. Szilard:

Thank you for your letter of January 7. I am sorry for the delay in replying and hope that it has not caused you any inconvenience.

We have calculated the income which would be available beginning April 1, 1964 under the various options based on premiums which have been paid through December 1, 1963.

The figures which we gave you previously were based on the guaranteed rates of your contract plus additional interest credited to March 1, 1964. However, these new figures contain the effect of dividends payable in one-twelfth of the annual amount after you start to receive annuity payments. You see, your monthly income is increased by dividends as declared by TIAA's Board of Trustees. All checks for combined guaranteed and dividend payments will show the amounts separately for your records. Dividends cannot, of course, be guaranteed. This explains why the figures we are now giving you are larger than the ones quoted before.

| Option | Monthly Income | |
|---------------------------------|----------------------------|-----|
| Single Life Annuity | \$187.65 | |
| Last Survivor - 1/2* | 149.95 | 5 |
| Last Survivor - full* | 124.87 | |
| Joint & 2/3 to Survivor with | | |
| 10 Year Guaranteed Period* | 142.01 | |
| Life Annuity Guaranteed 10 Yrs. | 173.91 | |
| Life Annuity Guaranteed 20 Yrs. | 146.39 | |
| Instalment Refund | 160.68 (gtd. for 179 month | is) |
| | | |

*Assumes Mrs. Szilard was born December 28, 1909.

We have quoted these figures on a monthly basis but it will be possible for you to elect payments on a semiannual basis. Since payments

are made in advance, the amount of income will be less on a semiannual basis than the sum of six monthly payments. For example, we quoted the Last Survivor 1/2 benefit income as \$685.19 semiannually beginning March 1, 1964. The monthly payment would be \$115.61. Thus the equivalent semiannual payment is a little over \$8.00 less.

We have your wife's date of birth as December 28, 1909 on our records. However, when payments begin, if a Survivor Option is elected, we will need evidence to substantiate this date of birth.

Your annuity payments are currently scheduled to begin as of March 1, 1969. As you know, the payments may begin before that time and all you need do is notify us when you are ready to receive the income.

Please don't hesitate to let us know if we may be of any further assistance.

Sincerely yours,

JM:all

(Miss) Jean Mang

Policy Benefits Department



730 THIRD AVENUE, NEW YORK, N. Y. 10017

212 OXford 7-7600

April 13, 1964

Mr. Leo Szilard 2390 Torrez Pines Road La Jolla, California

Dear Mr. Szilard:

Thank you for completing the TIAA application which the Salk Institute for Biological Studies recently sent us. As you will see from the enclosed copy of our letter to the Institute, your application has been withdrawn.

We thought you might like to know that there is a difference in the beneficiary designations as shown on your existing annuity and on the withdrawn application. Your existing TIAA contract names your wife sole beneficiary, whereas the withdrawn application names your wife primary beneficiary and your sister contingent beneficiary.

If you wish to add your sister as contingent beneficiary to your existing TIAA contract, please let us know. We'll be glad to send you the necessary forms to complete.

Sincerely yours,

(Mrs.) E. Schuessler

Policy Issue Department

MW

Enclosure



730 THIRD AVENUE, NEW YORK, N. Y. 10017

212 OXford 7-7600

April 13, 1964

Mr. George S. Conn, Treasurer Salk Institute for Biological Studies P. O. Box 9499 San Diego 9, California

Dear Mr. Conn:

Thank you for sending us the Tiva annualty application for Mr. Leo Szilard. Since he already was TIVA contract A49903-6, which was issued through the University of Chicago, we have withdrawn this application. Premiums received from the SAIk Institute for Biological Studies will be applied to his existing annualties.

Please do not hesitate to let us know whenever we can be of further service to you.

Sincerely yours,

(Mrs.) E. Schuessler Policy Issue Department

MW: as



730 THIRD AVENUE NEW YORK 17, N. Y.

April 16, 1964

Contract No. A-49903-6

Premiums
Discontinued January 1, 1964
Resumed - - April 1, 1964
In amount of \$ 416.66

Remitted by Salk Institute for Biological Studies

Mr. Leo Szilard Salk Institute for Biological Studies San Diego, California

Dear Mr. Szilard:

Your institution has started premium payments for you as shown above. They will be applied to cover the premiums currently due.

Your contract has been restored to a premium-paying status without the payment of premiums omitted.

Sincerely yours,

Premium Department

Mrs. Sheila Dienchman

P.S. We have changed your address to the above temporarily. However, we will need a more complete address for future mailings. Will

you please fill out the enclosed form and return it to us.

DL