

# Durable Power of Attorney Security Account

Account Number Branch	Account	I	C	FA
39A	49777	19	853	

# Morgan Stanley Smith Barney

## Full Discretionary Authorization

This authorization is a full discretionary authorization. It empowers the agent named herein to withdraw money, securities or other property in his or her own name, in the name of the principal(s) or otherwise. Morgan Stanley Smith Barney policy does not permit its employees to exercise full discretionary authority.

### WARNING

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

- a) This document may provide the person you designate as your attorney-in-fact with broad powers to dispose, sell, convey and encumber your property.
- b) These powers will exist for an indefinite period of time and will continue to exist notwithstanding your subsequent disability, incompetency or incapacity.
- c) You have the right to revoke or terminate this durable power of attorney by giving us written notice addressed to the branch office servicing your account.

Such revocation shall not affect your liability for any transaction initiated prior to our receipt of said revocation.

To: Morgan Stanley Smith Barney LLC (MSSB)

1. I hereby constitute and appoint

Claude Simon



(Agent's Name)

(whose signature appears on the reverse) as my agent and attorney-in-fact ("Agent"), with full and unlimited power and authority to act for me in all matters in connection with my account or accounts held by you, however designated and whether presently open or hereafter opened. Without limiting the foregoing general authority, the Agent is authorized to buy and sell (including short sales) to subscribe for and trade in stocks, bonds, options (including uncovered short positions in option contracts or in the uncovering of any existing short position in option contracts), limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise, in accordance with your terms and conditions for my account and risk in my name or number on your books. It is further understood that any transaction may be effected with you as a principal or dealer or through you as agent or broker as a principal or dealer, and that any such transactions may involve securities in the distribution of which you or your agent or broker may have an interest as an underwriter, member of a selling group, or otherwise.

2. Without limiting the general authority of the foregoing, the Agent is further authorized to (a) deliver to you securities for my account(s), and instruct you to deliver securities from said account(s) to said Agent or to others, in such name and form, including the name of said Agent, as he or she may direct; (b) to instruct you to make payment of money from my account(s) including the establishment of automatic funds transfer instructions (AFT) and to receive and direct payments therefrom payable to said Agent or to others; (c) to sell, assign, endorse and transfer securities of any nature standing in my name and to execute any documents necessary to effectuate the foregoing; (d) to receive statements of transactions made for said account(s) and to approve and confirm the same; (e) to receive any and all notices, calls for margin, or other demands with reference to my account(s) and to make any and all agreements with you on my behalf. **This authorization does not give the agent the authority to make gifts of funds or property but you are under no duty to inquire into the nature of any instruction given by said agent to deliver or transfer funds or property from my account(s).**

3. In all matters relating to my account(s) you are authorized to follow the instructions of the aforesaid Agent in every respect and you shall be fully protected in relying upon said instructions without inquiry and without liability or accountability for the use or application of any securities or moneys delivered or paid pursuant to said instructions. I hereby agree to release, indemnify and hold you harmless from any and all liabilities that may arise by virtue of your following the instructions of said Agent and I hereby ratify and confirm any and all transactions made with you heretofore or hereafter made by such Agent. Any and all losses or debit balances due you arising

from instructions or transaction given by said Agent shall be paid to you promptly by me upon your demand. **If this authorization is connected to a retirement account it does not include the authority to change beneficiaries.**

4. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between me and your corporation.

5. To revoke this authorization, I hereby agree to submit a written notice addressed to you and delivered to the branch office serving the account, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

6. This agreement shall inure to the benefit of your present corporation and of any successor corporation(s) or assigns and shall be binding on my heirs, successors or assigns.

### 7. ARBITRATION.

I acknowledge that I have agreed to the arbitration provisions of the Client Agreement and that by appointing an agent, that agent will also be subject to those arbitration provisions.

8. This Agreement and authorization and all the terms herein shall be governed and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws and without regard for the principal(s) residence, domicile or place of execution. The statute of limitations applicable to any claim shall be that which would be applied by the courts of the state in which I reside or if I do not reside in the United States, the statute of limitations shall be that which would be applied by the courts in the state where the office servicing my account(s) is located.

9. If any provision of this agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant law, rule or regulation. All other provisions of this agreement will continue and remain in full force and effect.

10. **This authorization shall not be affected by the subsequent disability, incapacity or incompetency of any of the undersigned nor by a lapse of time between its execution and exercise.**

11. To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party. I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.



**CLIENT'S COPY - KEEP FOR YOUR RECORDS**

Continued on reverse side

Complete name  
of account Mr. John M. Simon and Mrs. Vicki C. Simon JTWROS

This authorization contains a pre-dispute arbitration acknowledgement at paragraph 7.

<b>CLIENT'S SIGNATURE(S) THIS AGREEMENT MUST BE SIGNED BEFORE A NOTARY PUBLIC</b>	Client's Signature	Date
	Client's Signature	
	State of _____ County of _____	
	On this _____ day of _____ 20_____ Public for the County of _____ personally appeared _____ and _____ (SEAL) to me known and known to me to be the individual(s) described in and who executed the above instrument, and acknowledged to me that he/she/they executed the same.	
_____ SIGNATURE OF NOTARY PUBLIC		

**Complete this section for discretionary accounts in which the agent is NOT an employee of MSSB or one of its affiliates, divisions or subsidiaries or is not an approved manager in an MSSB managed account program. The information which follows pertains to the AGENT.**

**AGENT: PLEASE ATTACH COPY OF PASSPORT OR DRIVERS LICENSE**

Agent's Name Claude Simon	Agent's Employer Veratex, Inc.			
Agent's Home Address 71 Tonjes Road	Agent's Employer's Address 160 Madison Ave, 7th Floor			
City, State and ZIP Code Callicoon, NY 12723	City, State and ZIP Code New York, NY 10016			
Agent's Citizenship USA	Type of Business Textiles	Position Owner		
Agent's Home Telephone Number ( 845 ) 483-3439	Agent's Business Telephone Number (212 ) 683-9300			
Passport Number	Country	Drivers License State NY Number 356-097-313		
Does agent have an account with MSSB or its affiliates, etc.? Yes	Give Account Number: 39A-49816	Agent's Investment Experience Firm Years		
Is agent an INVESTMENT ADVISOR registered with the State and/or the S.E.C. or CFTC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
<b>If Yes</b>	Registered with the State		Registered with the S.E.C. or CFTC	
	State	File No.	Eff. Date	File No.

<b>AGENT'S ACKNOWLEDGMENT AND AFFIDAVIT THIS ACKNOWLEDGMENT AND AFFIDAVIT MUST BE SIGNED BEFORE A NOTARY PUBLIC</b>	By signing below, I the agent for the principal(s) named herein, accept this appointment and agree to be bound by the terms of this authorization and the Client Agreement executed by the principal(s) including the provisions for arbitration of disputes. Being first duly sworn, I do hereby state that this authorization was executed by the principal(s) at a time when he or she was legally competent to perform such act and that it has not been terminated by any means including voluntary revocation or death of the principal(s).				
	<b>SIGNATURE OF AGENT (individual to whom authorization is granted)</b> <i>Claude Simon</i>			Date	3-9-12
	State of <u>New York</u> County of <u>New York</u>	ss	9	day of <u>March</u> 20 <u>12</u>	<i>Darryl M. Vernon</i>
<b>DARRYL M. VERNON</b> Notary Public, State of New York No. 02VE4755587 Qualified in New York County Commission Expires Dec. 31, 2013					
_____ SIGNATURE OF NOTARY PUBLIC					

For SB Internal Use Only	Approved by Branch Manager	Date
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Morgan Stanley Smith Barney LLC. Account carried by Citigroup Global Markets Inc.