

N46024968



Option Agreement and Approval Form

Please Complete All Sections

Account No. [REDACTED] Account Name Jeffrey Epstein

Account Type Cash Account Registration Individual

Managed Account Discretionary Account Other

Name(s) of person(s) other than account owner(s) authorized to place orders for the account:

Jeffrey Epstein, Harry Beller, Jeanne Brennan

Account and Owner Information (Provide requested information for each account owner ("Client"). Attach supplement to this Agreement if necessary.)

Name Jeffrey Epstein

Address Little Saint James, St. Thomas Country Virgin Islands, US

Phone [REDACTED] Number of Dependents _____ Marital Status Single Birthdate 01/20/1953

Employer Southern Financial LLC Business Phone [REDACTED]

Business Address 6100 Red Hook Quarter, B3, St. Thomas, Virgin Islands, USVI 00802

Type of Business Finance Position President Years Held _____

Present Brokerage Accounts with: JPMorgan

Does the individual or entity that controls this account have the power to control any other Option Account(s) with Deutsche Bank Securities Inc.?

Yes No If yes, please provide the account number(s): Will Provide List

Client(s) Financial Information

Approximate Aggregate Annual Income of Account Owner(s) from All Sources	Sources of Income (Approximate)	Approximate Aggregate Net Worth	
<input type="checkbox"/> Less than \$50,000 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$100,000 - \$249,999 <input type="checkbox"/> \$250,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$999,999 <input type="checkbox"/> \$1,000,000 - \$2,499,999 <input type="checkbox"/> \$2,500,000 - \$4,999,999 <input checked="" type="checkbox"/> \$5,000,000 and over	Salary/Bonus <u>50</u> % Interest/Dividends <u>50</u> % Other (specify): _____ % _____ % _____ %	Liquid Net Worth <input type="checkbox"/> Less than \$50,000 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$100,000 - \$249,999 <input type="checkbox"/> \$250,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$999,999 <input type="checkbox"/> \$1,000,000 - \$2,499,999 <input type="checkbox"/> \$2,500,000 - \$4,999,999 <input checked="" type="checkbox"/> \$5,000,000 and over	Approximate Net Worth Excluding Principal Residence <input type="checkbox"/> Less than \$50,000 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$100,000 - \$249,999 <input type="checkbox"/> \$250,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$999,999 <input type="checkbox"/> \$1,000,000 - \$2,499,999 <input type="checkbox"/> \$2,500,000 - \$4,999,999 <input checked="" type="checkbox"/> \$5,000,000 and over

Investment Experience of Account Owner(s)

	Year First Traded	Average # Trades Per Year	Average Size of Trades in \$	Average Size in Shares / Contracts	Types of Previous Option Experience
Options	1988	10	\$1,000,000.00	1,000	<input checked="" type="checkbox"/> Covered Call Writing <input checked="" type="checkbox"/> Purchased Options <input checked="" type="checkbox"/> Option Spreads <input checked="" type="checkbox"/> Uncovered Put Writing <input checked="" type="checkbox"/> Uncovered Call Writing <input type="checkbox"/> None
Stocks	1988	10	\$1,000,000.00	1,000	
Bonds	1988	10	\$1,000,000.00	1,000	
Commodities	1988	10	\$1,000,000.00	1,000	
Listed Stock Index	1988	10	\$1,000,000.00	1,000	
OTC Derivatives	1988	10	\$1,000,000.00	1,000	
Structured Products	1988	10	\$1,000,000.00	1,000	
Other (Specify) _____					

Deutsche Bank Securities Inc., a subsidiary of Deutsche Bank AG, conducts investment banking and securities activities in the United States.



OPT1
09-PWM-0127 QM 14 (05/11)
SDNY GM 00038786
006404.052711

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Option Objectives (check ALL that apply):

- Income (covered call writing) Portfolio Protection (protective puts) Speculation (spreads & uncovered writing)

Client(s) Strategy Requests (Please check as many of the following strategies sought to be employed)

- 1. **Covered Call Writing**
Moderate Risk. Calls fully covered by underlying stock. Stock may be called at any time or at expiration, requiring owner to sell at strike price.
- 2. **Purchasing Options**
Involves Substantial Risk. Entire premium is at risk. Profit or loss usually determined by selling position. If position is not closed or exercised by expiration date, options will expire worthless.
- 3. **Option Spreads — Margin account required.**
Involves Substantial Risk. In addition to risk of purchasing puts or calls, if long side is closed out, leaving only a short position, the financial risk becomes unlimited. Option assignments require purchase of the underlying stock in the open market to effect delivery to purchaser of option.
- 4. **Uncovered Put Writing — Margin account and special statement for uncovered option writers required.**
Involves Substantial Risk. If assigned, the client must purchase the underlying stock at the strike price, which may be substantially higher than the then-current market price.
- 5. **Uncovered Call Writing — Margin account and special statement for uncovered option writers required.**
Involves Substantial Risk. Writing uncovered calls involves unlimited financial risk. Option assignments require purchase of the underlying stock in open market to effect delivery to purchaser of option.

I have read and understand all of the conditions and stipulations on the reverse side of this form in regard to trading in options and represent that trading in options is suitable in light of my investment objectives, financial situation, risk tolerance and knowledge. I hereby confirm that I am the source of and attest to the accuracy of the above information and authorize Deutsche Bank Securities Inc. (also referred to herein as "Deutsche Bank Alex. Brown") to verify any representation contained therein, at its discretion. I will promptly notify Deutsche Bank Alex. Brown, in writing, of any material change in the above-stated information. I acknowledge that I may obtain an options clearing corporation prospectus upon request.

I have received and read the Options Clearing Corporation Disclosure Document entitled "Characteristics and Risks of Standardized Options."

Signed: Henry Keller Date: 10/23/13

Signed _____ Date 11

Print Client Advisor Name Tazia Smith CA # TDS
 Client Advisor Signature [Signature] Date 10/24/13
 ROP Approval [Signature] Date 10/24/13

FOR OPTION DEPT. TO COMPLETE	OPTION DEPT. APPROVAL:		Comments:	
	SRDP	DATE		
	<input checked="" type="checkbox"/> Covered Call Writing	_____		_____
	<input checked="" type="checkbox"/> Purchasing Options	_____		_____
	<input checked="" type="checkbox"/> Option Spreads	<u>JK</u>		<u>10-28-13</u>
<input type="checkbox"/> Uncovered Put Writing	_____	_____		
<input type="checkbox"/> Uncovered Call Writing	_____	_____		

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Risks, Prohibitions and General Information Concerning Option Trading

I understand that options transactions involve a high degree of risk and offer no guarantee of gain or assurance against loss. Accordingly, I understand that prior to engaging in any option transaction, I should review my present financial situation and determine whether it is advisable to incur the risk of loss associated with that particular investment.

1. I understand that when I engage in option trading I expose myself to certain, potentially substantial financial risks in addition to those identified on the front side of this form under the heading "Client(s) Strategy Requests," including but not limited to the following:
 - I understand that I should not buy an option unless I am able to sustain a total loss of the premium and transaction costs;
 - If I sell (write) covered options, I understand that I may forfeit participation in capital gains but retain risk of participation in capital losses in the underlying security. I understand that if an exercise is assigned to me, I may be forced to liquidate my position in the underlying security at a time which may be unfavorable to me. I also understand that I should not sell (write) a covered call option unless I am prepared to deliver the underlying security (or a security convertible, exchangeable, or exercisable into such underlying security) upon the exercise of the option.
 - If I sell (write) uncovered (naked) options, I risk substantial capital loss if, and to the extent that, the market price of the underlying security increases above the strike price of a call or decreases below the strike price of a put. If an exercise is assigned to me, it will, in all likelihood, be at a time which will force me to assume such a capital loss. I understand that I should not sell (write) a put option or an uncovered call option, especially an index option, unless I am able to sustain potentially unlimited losses.
 - I am aware that various factors may affect the price of an option contract, such as the relationship between the exercise price and market price of the underlying security, the time period remaining until the option expires, and the price fluctuation or other characteristics of the underlying security.
 - I am aware that the respective option exchanges ("Exchanges") may, in their discretion and from time to time, restrict transactions in particular options or the exercise of option contracts in the interest of maintaining a fair and orderly market in option contracts or in the underlying security, for the protection of investors. I understand that I may not be able to close a position in the event that a secondary market in the option ceases to exist or the listing exchange restricts or suspends trading in the option.
 - I am aware that the Exchanges have established restrictions on certain opening purchase and sale transactions on the Exchanges which are considered to be restricted options.
2. I understand and agree that my account(s) with Deutsche Bank Securities Inc. (also referred to herein as "Deutsche Bank Alex. Brown") will be handled in accordance with the Rules of the Financial Industry Regulatory Authority ("FINRA") and the Exchanges on which listed options are traded and of the Options Clearing Corporation ("OCC"), as expressed in its prospectus. I am aware of and agree to be bound by such rules. In accordance with such rules:
 - I will not attempt to acquire at any time, either by myself or in concert with others, a position in excess of the limits prescribed from time to time by the Exchanges. For the purpose of computing such limits, I understand that total long call options and short put options of the same underlying stock must be added to compute the position limit. Similarly, total long put options and short call options of the same underlying stock must be added to compute the position limit.
 - I will not attempt to exercise, either by myself or in concert with others, during any period of five consecutive business days, a quantity in excess of the limit prescribed by the Exchanges.
 - I understand that if found in violation of either the position limit or the exercise limit I may be subject to sanctions imposed by the Exchange involved and that these sanctions may include liquidation of the positions in violation.
3. I understand that Deutsche Bank Alex. Brown has policies which may be more restrictive than or impose requirements in addition to those of the Exchanges, FINRA or the New York Stock Exchange. I agree to abide by such policies as a condition of doing business with Deutsche Bank Alex. Brown. I understand that these policies include but are not limited to the following:
 - Settlement date for all option trades is the business day following trade date. Notwithstanding this provision, Deutsche Bank Alex. Brown may, in its discretion, elect not to accept purchase orders in options unless cash equal to the purchase price has first been deposited in my account, and may elect not to accept opening sale orders in options unless I have first deposited in my account either the required margin or unrestricted negotiable shares of the underlying stock in an amount specified by Deutsche Bank Alex. Brown.
 - Deutsche Bank Alex. Brown may refuse orders to trade options in my account if there are restrictions against my account, including restrictions regarding trading in the underlying security, or for any other reason, at its discretion.
 - Deutsche Bank Alex. Brown has set trading and exercise deadlines which correspond to deadlines established by the OCC and will accept no responsibility for completion of orders entered by clients after such deadline.
 - Margin, either in cash or securities, posted by me against short option positions, may not be included in my margin account equity or interest computations. Deutsche Bank Alex. Brown may, in turn, use these deposits to secure said short positions with the OCC.
 - Option exercise notices assigned to Deutsche Bank Alex. Brown in respect of a short position in option contracts in customer accounts shall be allocated to customers of Deutsche Bank Alex. Brown on an automated random basis. I understand that if I am assigned, the assignment will be processed as a sale (in the case of a call) or a purchase (in the case of a put), settling two business days from the date of assignment (except for non-equity options, which settle for cash on the day of assignment) and that I am obligated to deliver the underlying stock or required cash to Deutsche Bank Alex. Brown no later than settlement date.
4. I understand that margin requirements exist in connection with certain options and I agree to meet all margin calls as made by Deutsche Bank Alex. Brown. I understand that Deutsche Bank Alex. Brown, in computing the margin requirements for option positions, may impose a higher margin requirement for individual option positions than other investment firms, and that Deutsche Bank Alex. Brown will inform me of its existing margin requirements for option positions upon request. In the event I do not meet margin calls promptly, Deutsche Bank Alex. Brown is authorized, in its sole discretion and without notification to me, to take any and all steps necessary to protect itself in connection with put and/or call transactions made for my account, including the right to buy and/or sell short, or short exempt, for my account and risk any part or all of the shares represented by options endorsed by Deutsche Bank Alex. Brown for my account, or to buy for my account and risk any puts and/or calls as Deutsche Bank Alex. Brown may deem necessary for its protection. I further agree that any and all expenses incurred by Deutsche Bank Alex. Brown in this connection will be reimbursed by me.
5. This agreement shall apply to all option orders for my/our account, whether or not such orders are executed.
6. I understand that options may be listed on one or more Exchanges and that if no Exchange is specified by me, Deutsche Bank Alex. Brown will use its discretion in routing my order(s).
7. I hereby authorize you in your sole discretion and with notification to me (or in the event of my death, without notification to representatives of my estate or to my heirs) whenever you deem it necessary for your protection, to take such action, including, without limitation, to buy, sell or sell short for my account(s) and my risk, puts, calls, or other forms of options and/or to buy, sell, or sell short any part or all of the underlying securities represented by options endorsed by you for my account(s). Any and all expenses, including, without limitation attorneys' fees and their reasonable disbursements, incurred by you in connection with such transactions will be reimbursed by me or by my estate.
8. You are under no obligation to convey to me any information relating to the underlying securities covered by an option or any securities related thereto, or any information relating to options whether such information is then or thereafter known or available. Any information, advice or notification in respect to any option or any underlying securities or securities relating thereto which you may give me and which you are not required to give by the terms of this agreement or any other agreement, expressed or implied, shall not be construed as creating an implied agreement or course of dealing between us and shall not impair the provisions of this or any other agreement between us.
9. This agreement and its enforcement shall be governed by the laws of the State of New York and its provisions shall be continuous; shall cover all options transactions hereunder, whether you are acting as broker or principal, and all accounts, individually and collectively, which I may open or re-open with you; shall inure to the benefit of your present organization, its successors and assigns; and shall be binding upon me and my estate, executors, administrators and assigns, but no assignment shall release me from any of my obligations hereunder. Written notice of revocations of this agreement shall not release either of us from any obligations hereunder arising prior to the actual receipt of such notice by the other.
10. Whenever any law or regulation is adopted which affects or is inconsistent with any provision hereof, such provision shall be deemed modified or superseded, as the case may be, by such law or regulation, and such provisions as so modified or superseded and all other provisions hereof shall in all respects continue in full force and effect. All other agreements existing between us or hereafter made which, by their provisions apply to any of my transactions and accounts with you, shall be applicable to any of my options transactions and accounts where they are not in conflict with this agreement. Should such a conflict exist it shall be resolved in favor of this agreement. Otherwise, the provisions of each agreement shall be applicable.
11. As used herein, "I" and "me" refers to all account owners. "You" and "Your" refers to Deutsche Bank Alex. Brown.

Please Initial Here: 

09-PWM-0127 OM 14 (05/11)
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Special Statement for Uncovered Option Writers

Deutsche Bank Alex. Brown

A Division of Deutsche Bank Securities Inc.



Account No. [REDACTED] Account Name Jeffrey Epstein

There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. I understand that this type of strategy may not be suitable for all customers approved for options transactions. I also understand each of the following:

1. The potential loss of uncovered call writing is unlimited, since there is no upper limit on a stock's price and the loss to a writer of an uncovered call equals the stock price minus the exercise price. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price. Such a loss can exceed the equity in the call writer's account.
2. The potential loss from writing uncovered put options is also substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. However, since stock prices cannot be lower than zero, the maximum loss is equal to the strike price of the put sold less the premium received for that put. Such loss could be substantial if there is a significant decline in the value of the underlying instrument and can exceed the equity in the put writer's account.
3. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited and can exceed the equity in the option writer's account.
4. Uncovered option writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, the investor's broker may request significant additional margin payments. If an investor does not make such margin payments, the broker may liquidate stock or options positions in the investor's account, with little or no prior notice in accordance with the investor's margin agreement.
5. The option writer may not be able to rely on the secondary market. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.
6. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period.

NOTE: It is expected that the person(s) signing below will read the booklet entitled Characteristics and Risks of Standardized Options available from your broker. Particular attention is directed to the chapter entitled "Risks of Buying and Writing Options." This statement is not intended to enumerate all of the risks entailed in writing uncovered options.

I have read and understand the above statement regarding the special risks associated with uncovered option writing and represent that such trading is suitable in light of my investment objectives, which include speculation, as well as my financial situation, risk tolerance and knowledge. I understand that you will rely on the representations I have made herein and in the Option Agreement and Approval Form I provided to you in determining whether to approve my account for the options strategies I have elected and I hereby certify the truth and accuracy of such statements.

Signed [Signature] Date 10/24/13
Signed _____ Date _____
Signed _____ Date _____
Signed _____ Date _____
Signed _____ Date _____

Approved for: Uncovered Calls Uncovered Puts

ROP/Manager Approval: [Signature] Date: 10/24/13

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Epstein Account Options Coding [REDACTED]
Jay Lipman to: Donna R Taylor
Cc: Vahe Stepanian, Tazia Smith, Amanda Kirby

10/28/2013 02:27 PM

Classification: For internal use only

Hi Donna,

Thank you for calling me regarding the Epstein account. Per your questions, the account Holder has 0 dependants, and we do not know when the account will be funded. As such, please can you go ahead and code the account for what you are able to, without any capital in the account. Thanks Donna.

Kind Regards,

Jay Lipman



Jay Lipman
Analyst | Markets Coverage Group

Deutsche Bank Securities Inc
Deutsche Asset & Wealth Management
345 Park Avenue - 28th Floor
New York, NY 10154
Tel. ([REDACTED])
Fax ([REDACTED])
Email ([REDACTED])

Passion to Perform

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DB-SDNY-0001614
EFTA_00149399

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FOR INTERNAL OFFICE USE ONLY

Applicable Account No(s):

All Epstein

AUTHORIZATION OF POWER OF ATTORNEY

For Natural/Individual Persons For Brokerage Accounts and/or retirement accounts with DBSI

This Authorization/Power of Attorney constitutes a non-durable limited power of attorney, designed to give a person or persons designated by you either (1) limited authority over your Account(s) or (2) full authority over your Account(s) as set forth below.

NOTE: UNDER NEW YORK LAW, THE FOLLOWING DISCLOSURE IS REQUIRED TO BE INCLUDED, VERBATIM, IN EVERY POWER OF ATTORNEY.

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "Principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority. When your agent exercises this authority, he or she must act according to any instructions you have provided or, when there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this. The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything in this document that you do not understand, you should consult with your lawyer.

AUTHORITY

The undersigned Principal (the "Undersigned" or "Principal") hereby appoints:

Harry Bellow or Terence Brennan as the Undersigned's agent(s) and attorney(s) in-fact ("Agent(s)") to act **INDIVIDUALLY** with respect to any and all accounts, if applicable (see below) in the Undersigned's name ("Account(s)"), held individually or jointly (provided that all joint account holders have executed this form) with DBSI, as well as individual retirement accounts held for the benefit of the Undersigned ("IRAs"), with the authority to direct DBSI to buy, sell (including short sales) and otherwise transact in any security, including but not limited to stocks, bonds, mutual fund shares, limited partnership interests, call and put options (covered and uncovered), on margin or otherwise, and any instrument, agreement or contract relating to same, on margin or otherwise, or enter into futures, options on futures and forward contracts, interest rate, currency, equity or commodity swap transactions, deposit accounts at financial institutions and direct or indirect interests in securities, deposit instruments or contracts where all or part of the return is calculated by reference to changes in, among other things, the value of securities, commodities, currencies, interest rates, property of any description or indices, in each case in accordance with DBSI's terms and conditions for the Undersigned's account, account type, and risk and in the Undersigned's names, or number(s) on DBSI's books. Agent(s) must exercise the authority granted herein pursuant to the Undersigned's institutions, or otherwise for purposes which the Agent(s) reasonably deems to be in the Undersigned's best interest. By giving this authority, the Undersigned authorizes Agent(s) to make inquiries on the Account(s), including requesting information about account transactions, balances and holdings.

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Principal agrees that DBSI shall not be obligated to proceed with instructions that are inconsistent with the terms of any agreements governing the Account(s), or that would violate any applicable laws, rules or regulations, or that would be otherwise limited by the account type or documentation on file.

THE UNDERSIGNED AUTHORIZES THE AGENT(S) TO RECEIVE COPIES OF ACCOUNT STATEMENTS AND TRANSACTION CONFIRMATIONS UPON THE AGENT(S)'S REQUEST. DBSI RETAINS THE RIGHT IN ITS SOLE DISCRETION TO REFUSE TO ACCEPT INSTRUCTIONS BY THE AGENT(S) TO CHANGE THE MAILING ADDRESS ASSIGNED TO THE UNDERSIGNED'S ACCOUNT(S) OR ANY BENEFICIARY DESIGNATIONS.

NOTE: If you want to authorize your Agent(s) to make gifts of your money or assets or other property held in the Account(s) during your lifetime, without restriction, to any one or more persons, including the Agent(s) himself, herself or themselves, you will need to execute a Statutory Major Gifts Rider. Giving such a power to your Agent(s) grants your Agent(s) authority to take actions which could significantly reduce your property or change how your property is distributed at death. DBSI shall not be responsible to monitor whether any payments or transfers are gifts and/or require the execution of a Statutory Major Gifts Rider.

SELECT AND INITIAL THE APPLICABLE BOX FOR LIMITED OR FULL TRADING AUTHORIZATION

LIMITED TRADING AUTHORIZATION. In all such purchases, sales or trades, DBSI is authorized to follow the instructions of Agent(s) in every respect concerning the Account(s), and Agent(s) is/are authorized to act for the Undersigned and on the Undersigned's behalf in the same manner and with the same force and effect as the Undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

Note: This Limited Authorization does not permit Agent(s) to withdraw or transfer assets from the Account(s).

— OR —

FULL AUTHORIZATION TO TRADE AND MOVE ASSETS. DBSI is authorized to follow the instructions of Agent(s) in every respect concerning the Account(s), and to make deliveries or transfers of assets (including cash), from the Account(s) and payment of moneys as directed by Agent(s), **without restriction (including to the Agent(s); himself, herself or themselves except in connection with IRAs)** in accordance with DBSI's terms and conditions and account type. In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the Account(s), Agent(s) may act in the same manner and with the same force and effect as the Undersigned might or could do.

Note: This Full Authorization grants Agent(s) unrestricted authority to trade in the Account(s) and to withdraw or transfer assets from the Account(s).

For IRAs, Agent is authorized to elect whether to make tax withholding elections in connection with distributions.

This Authorization/Power of Attorney shall remain in full force and effect until DBSI receives actual written notice signed by the Undersigned of its revocation to be delivered to the Undersigned's DBSI Client Advisor or his or her branch manager. However, the limited power of attorney granted hereunder is **not** a durable power of attorney and will cease to be effective upon actual receipt by DBSI of written notice of the occurrence of either of the following events: (i) the Undersigned is judicially declared to be incompetent, or (ii) the death of the Undersigned. Notwithstanding the foregoing, the Undersigned acknowledges that DBSI shall be entitled to continue to rely upon this Authorization/Power of Attorney until such time as DBSI receives such actual written notice.

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The Undersigned understands and agrees that DBSI has the right to require additional verification and documentation from the Undersigned or the Undersigned's Agent(s) in certain transactions that DBSI, in its sole discretion, deems necessary. In addition, DBSI has the right to request that either a new Authorization/Power of Attorney be executed or that the Agent(s) verify in writing the validity of the current Authorization/Power of Attorney.

Agent Name:	<u>Harry Peltier</u>
Address:	<u>575 Livingston Avenue</u> <u>NY NY 10022</u>
TIN of Agent:	<u>[REDACTED]</u>
Relationship to Principal:	<u>Accountant</u>

Agent Name:	<u>Jeanne Freeman</u>
Address:	<u>6100 Riv Hoads Bldg B2</u> <u>37 Thomas, USA 06022</u>
TIN of Agent:	<u>[REDACTED]</u>
Relationship to Principal:	<u>Employee</u>

THIS DOCUMENT DOES NOT REVOKE ANY OTHER POWERS OF ATTORNEY THAT THE UNDERSIGNED HAS PREVIOUSLY EXECUTED, UNLESS THE UNDERSIGNED HAS SPECIFIED OTHERWISE ON THE LINES BELOW.

INDEMNIFICATION

The Undersigned acknowledges and agrees that the Undersigned is responsible for all acts of the Agent(s). The Undersigned hereby agrees, individually and on behalf of his/her heirs, executors, legal representatives, and assigns to indemnify and hold harmless DBSI and its parents, affiliates, subsidiaries, officers, employees, and agents (collectively, "DB") from all claims that may arise in connection herewith, and to pay DB promptly, on demand, any and all losses and liabilities arising therefrom or from any action taken or not taken by DB in reliance hereon, including without limitation, any debit balance due with respect to the Account(s). The Undersigned further hereby ratifies and confirms any and all transactions (including any payments or transfers) made by the Undersigned's Agent(s) in connection with the Account(s) prior or subsequent to the execution of this document and holds harmless DB regarding same.

This Authorization/Power of Attorney shall inure to the benefit of DB and its successors and assigns irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever.

The Undersigned understands and agrees that the DBSI may require joint account holder(s) to sign all requests for withdrawals from an account jointly with the Agent(s).

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The Undersigned by signing below confirms that he/she has read the contents of this Power of Attorney and understands same, and has executed this Power of Attorney of his/her own free will and has received advice about the effect of this Power of Attorney from his/her advisers as he/she has deemed necessary or advisable.

In witness whereof, the Undersigned has executed this Authorization/Power of Attorney.

Date: 10/9/13 Signature: _____
Print Name: Patricia Epstein
(the "Undersigned")

TO BE EFFECTIVE FOR JOINT ACCOUNT(S), ALL ACCOUNT HOLDERS MUST SIGN:

In witness whereof, the Undersigned has executed this Authorization/Power of Attorney.

Date: _____ Signature: _____
Print Name: _____
(the "Undersigned")

This section intentionally left blank.

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ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE IN NEW YORK STATE

STATE OF NEW YORK, COUNTY OF New York ss.:

On October 9, 2013 before me, Harry Beller, personally appeared Tiffany Eskin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

Harry I. Beller
Notary Public HARRY I. BELLER
Notary Public, State of New York
No. 01854853924
Commission Expires Feb. 17, 2014

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE OUTSIDE NEW YORK STATE

STATE OF _____, COUNTY OF _____ ss.:

On _____ before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the Undersigned in _____ (state/country).

(signature and office of the individual taking acknowledgement)

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE IN NEW YORK STATE (for joint accounts)

STATE OF NEW YORK, COUNTY OF _____ ss.:

On _____ before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE OUTSIDE NEW YORK STATE (for joint accounts)

STATE OF _____, COUNTY OF _____ ss.:

On _____ before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the Undersigned in _____ (state/country).

(signature and office of the individual taking acknowledgement)

CONFIDENTIAL

IMPORTANT INFORMATION FOR THE AGENT(S):

When you accept the authority granted under this Authorization/Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes on you legal responsibilities that continue until you resign or the Authorization/Power of Attorney is terminated or revoked. You must:

1. act according to any instructions from the Principal, or, where there are no instructions, in the Principal's best interest;
2. avoid conflicts that would impair your ability to act in the Principal's best interest;
3. keep the Principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
4. keep a record of all receipts, payments, and transactions conducted for the Principal;
5. disclose your identity as an Agent whenever you act for the Principal by writing or printing the Principal's name and signing your own name as "Agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name); and
6. agree that DBSI shall not be obligated to proceed with instructions that are inconsistent with the terms of any agreements governing the Account(s) or that would violate any applicable laws, rules or regulations.

You may not use the Principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the Principal has specifically granted you that authority in this Authorization/Power of Attorney and in a Statutory Major Gifts Rider which the Principal may attach to this Authorization/Power of Attorney. If you have that authority, you must act according to any instructions of the Principal or, where there are no such instructions, in the Principal's best interest. You may resign by giving written notice to the Principal and to any co-agent, successor agent, or the Principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of Agent: The meaning of authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Authorization/Power of Attorney, you may be liable under the law for your violation.

AGENT(S)' SIGNATURE AND ACKNOWLEDGEMENT OF APPOINTMENT:

It is not required that the Principal and the Agent(s) sign at the same time, nor that multiple Agents sign at the same time.

I/we, Jeanne Brennan / Harry Peller, have read the foregoing
(insert name(s) of Agent(s))

Authorization/Power of Attorney.

I am/we are the person(s) identified therein as Agent(s) for the Principal named therein.

Jeanne Brennan
Agent's signature

Harry Peller
Agent's signature

Dated: 10/9/13

Dated: 10/15/13

CONFIDENTIAL

ACKNOWLEDGEMENT OF AGENT(S)' SIGNATURE IN NEW YORK STATE

STATE OF NEW YORK, COUNTY OF New York ss.:

On 10/9/13 before me, Harry Beller personally appeared Jessie Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

[Signature]
Notary Public

HARRY I. BELLER
Notary Public, State of New York
No. 01BE4853924
Qualified in Rockland County
Commission Expires Feb. 17, 2014

ACKNOWLEDGEMENT OF AGENT(S)' SIGNATURE OUTSIDE NEW YORK STATE

STATE OF _____, COUNTY OF _____ ss.:

On _____ before me, _____ personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the Undersigned in _____ (state/country).

(signature and office of the individual taking acknowledgement)

ACKNOWLEDGEMENT OF AGENT(S)' SIGNATURE IN NEW YORK STATE (for joint accounts)

STATE OF NEW YORK, COUNTY OF New York ss.:

On 10/15/13 before me, Yolanda Richardson personally appeared Harry Beller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

[Signature]
Notary Public

YOLANDA RICHARDSON
Notary Public, State of New York
No. OIR16053071
Qualified in Queens County
Commission Expires January 2, 2015

ACKNOWLEDGEMENT OF AGENT(S)' SIGNATURE OUTSIDE NEW YORK STATE (for joint accounts)

STATE OF _____, COUNTY OF _____ ss.:

On _____ before me, _____ personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the Undersigned in _____ (state/country).

(signature and office of the individual taking acknowledgement)

CONFIDENTIAL