

Confirmation

Morgan Stanley

MORGAN STANLEY WEALTH MGMT
GLOBAL STOCK PLAN SERVICES
4343 EASTON COMMONS, 2ND FL
COLUMBUS, OH 43219

Account Number: xxx-xx-x029 Plan 33F 33V
FINANCIAL CONSULTANT: GOOGLE STOCK PLAN ADMINIS
RESTRICTED STOCK PLAN 650-858-4839
1-801-617-7414

MAGNUS BACK
135 WEST 96TH STREET, APT 3C
NEW YORK NY 10025

You sold 10.0000 at a price of 876.3200

GOOGLE, INC.

CUSTOMER SERVICE CENTER
1-866-GOOG-STK

Gross Amount	\$8,763.20
Transaction Costs	\$5.16
Net Amount	\$8,758.04

Transaction Costs:

Transaction Fee	5.00
Other Fee	.16

Versus Purchase(s)	
Rpt Price to NASDAQ	876.320000
Px Inclds Mark-dwn:	0

<u>Settlement Date(mm/dd/yy)</u>	05/29/13
<u>Account Balance</u>	
Previous Share Balance	10.0000
Less Shares Sold	10.0000
Current Share Balance	.0000
Shares Available for Sale	.0000

Execution Time: 09.30.15 EDST

Trade Date: 05/23/13

Market: Over the Counter

CUSIP#: 38259P-50-8

Security #: 00ARD04

Symbol #: GOOG

Unsolicited Order

RST STK Wire proceeds

REF # 0000002

A Federal Funds wire will be sent on settlement day.

Morgan Stanley Smith Barney acted as agent in this transaction, which was executed by our affiliate acting as principal.

CONDITIONS AND DISCLOSURES

CODES, ABBREVIATIONS AND EXPLANATIONS		CONDITIONS
EXCHANGE WHERE EXECUTED		IT IS AGREED THAT All transactions are subject to the rules, regulations, requirements and customs of the exchange or market (and its clearing agency, if any) where executed, the regulations of the Federal Reserve Board and the Securities and Exchange Commission. Payment for securities purchased must be received by us no later than the Settlement Date indicated on the reverse side hereof. Payments not received by Settlement Date may be subject to late payment fees. Securities held in margin accounts or purchased but not yet paid for in cash accounts may be hypothecated by Morgan Stanley Smith Barney LLC. under circumstances which will permit the commingling thereof with securities of other clients. Securities sold "long" must be on deposit in your account(s) or delivered to us by Settlement Date. Morgan Stanley Smith Barney LLC. will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC. in connection with the transaction. Morgan Stanley Smith Barney LLC. and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request. When Morgan Stanley Smith Barney LLC. is acting as principal in a reported security, the price shown is the reported trade price made in accordance with the last sale reporting requirements. Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request. Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances, the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see http://www.morganstanleyindividual.com/markets/bondcenter/school/credit/default.asp , or request a copy from your Financial Advisor. Insurance trades are subject to carrier underwriting approval. Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side. This transaction is conclusive and binding if not objected to in writing within five days of receiving this trade confirmation. All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account. NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act. This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC..
EXECUTION CODE		
OTHER ABBREVIATIONS		
FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE		
Indicates that these securities are being sold (i) pursuant to an SEC registration statement or where a prospectus is otherwise required or (ii) in the case of certain exempted securities, either where offering documentation is required or there is an agreement to deliver offering documentation. For assistance obtaining a copy of the final prospectus/offering documentation relating to these securities, you may contact us at 800-584-6837.		
CHARGES AND FEES		Morgan Stanley Smith Barney LLC. will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC. in connection with the transaction. Morgan Stanley Smith Barney LLC. and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request. When Morgan Stanley Smith Barney LLC. is acting as principal in a reported security, the price shown is the reported trade price made in accordance with the last sale reporting requirements. Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request. Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances, the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see http://www.morganstanleyindividual.com/markets/bondcenter/school/credit/default.asp , or request a copy from your Financial Advisor. Insurance trades are subject to carrier underwriting approval. Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side. This transaction is conclusive and binding if not objected to in writing within five days of receiving this trade confirmation. All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account. NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act. This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC..
CHARGE	Represents the markup/down from the wholesaler's or dealer's price.	
FSCF	Represents a pass through of Foreign Securities clearance fees incurred by Morgan Stanley Smith Barney LLC. for this transaction.	
SUPPLEMENTAL TRANSACTION FEE	Represents fee to offset additional expenses associated with processing certain transactions.	
PROCESSING FEE	Represents processing charges for certain executed orders.	
CDSC	Represents Contingent Deferred Sales Charge.	
DSC	Represents Deferred Sales Charge.	
BACKUP WITHHOLDING		Morgan Stanley Smith Barney LLC. will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC. in connection with the transaction. Morgan Stanley Smith Barney LLC. and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request. When Morgan Stanley Smith Barney LLC. is acting as principal in a reported security, the price shown is the reported trade price made in accordance with the last sale reporting requirements. Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request. Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances, the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see http://www.morganstanleyindividual.com/markets/bondcenter/school/credit/default.asp , or request a copy from your Financial Advisor. Insurance trades are subject to carrier underwriting approval. Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side. This transaction is conclusive and binding if not objected to in writing within five days of receiving this trade confirmation. All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account. NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act. This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC..
Under Federal Income Tax Law, the customer is required to provide Morgan Stanley Smith Barney LLC. with a certification of the customer's Social Security or Taxpayer Identification Number. In the absence of such certification, Morgan Stanley Smith Barney LLC. is required to withhold taxes from the proceeds of sales at the current withholding rate.		
GROSS PROCEEDS		
If the transaction being confirmed is a sale or a redemption, this information will be furnished to the Internal Revenue Service.		
SECURITY MEASURES		Morgan Stanley Smith Barney LLC. will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC. in connection with the transaction. Morgan Stanley Smith Barney LLC. and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request. When Morgan Stanley Smith Barney LLC. is acting as principal in a reported security, the price shown is the reported trade price made in accordance with the last sale reporting requirements. Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request. Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances, the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see http://www.morganstanleyindividual.com/markets/bondcenter/school/credit/default.asp , or request a copy from your Financial Advisor. Insurance trades are subject to carrier underwriting approval. Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side. This transaction is conclusive and binding if not objected to in writing within five days of receiving this trade confirmation. All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account. NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act. This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC..
Your Morgan Stanley Smith Barney LLC. trade confirmation features an embedded security element to safeguard its authenticity. It is a unique security mark -- a blue rectangle in heat-sensitive blue ink. When exposed to warmth, the blue rectangle will disappear, and then reappear.		
SECURITY MEASURES		
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