



INVESTOR SERVICES

Direct Registration

the security and convenience of certificateless share ownership

The Company has elected to offer the Direct Registration System (DRS) as a means of recording stock ownership. This brochure outlines what DRS means to you as a shareholder.

DRS is share ownership without paper stock certificates. Your shares are held in book-entry form at Citibank. When you transfer or sell DRS shares, the transaction takes place electronically without the movement of stock certificates. The following more fully describes DRS.

Welcome to the new standard in stock ownership!

We are pleased to issue your shares to you in electronic form. Electronic shares (also called book-entry shares, statement shares, shares held by agent, or DRS shares for **D**irect **R**egistration **S**ystem) are held in an account for you on the Company's records at its transfer agent. Electronic shares are like certificate shares only better! Here's why:

- You retain full ownership of your shares, without having to hold a stock certificate. This eliminates the risk of a certificate being lost, damaged or stolen, and eliminates the cost of having to replace it.
- Electronic shares eliminate the need to store physical certificates in a safe deposit box so they are more convenient. No more special trips to the bank.
- It is easier and more convenient to complete transactions with electronic shares, allowing you to take advantage of 24/7 self-service options rather than having to mail certificates.
- You continue to receive Company communications, dividends (if applicable), annual reports or proxy materials directly from the Company.
- You may be able to sell your shares through a convenient, low-cost sales facility without having to transfer them to a broker.
- If you have a brokerage account, electronic shares can be easily moved to and from your broker.
- Electronic shares help reduce expenses and streamline processing, improving the service available to you while driving down costs throughout the industry.
- Holding shares in electronic form is the new standard in stock ownership.

Any time there is any share activity on your account you will receive a confirmation or statement like the one enclosed. In addition, you may receive periodic communications indicating the number of shares you own. **Be sure to save your advices and statements for tax purposes and as proof of ownership.**

Frequently Asked Questions

Can I convert my certificate shares into book-entry shares?

Yes, you can convert your shares held in certificate form into book-entry shares by mailing your certificates and a letter of instruction via registered or certified mail with return receipt requested, or some other form of traceable, insured mail to the address listed on your statement. *For security purposes, please do not sign your certificates.* Once the certificate shares are converted to book-entry or electronic form, you will be sent a statement confirming your account balance.

How do I transfer my book-entry shares?

The requirements for transferring ownership of book-entry shares are the same as for certificate shares. In order to complete a transfer, you must submit written instructions and proper documentation, along with a Medallion Guarantee. For more information, or to request a Transfer of Ownership Form, please call customer service at the number on your statement or, if a website is listed on your statement, go online and follow the instructions.

Is it possible to move shares held by my broker to an account on the Company's records?

Yes. Your broker can move shares electronically from your brokerage account to either a new or existing account on the Company's records. Please contact your broker for more information.

Can I get a certificate for my shares?

You can request a certificate for all or a portion of your whole shares by accessing your account via the Internet if a website is listed on your statement, by calling the customer service telephone number on your statement, or by sending a written request to the customer service address listed on your statement. If you choose to have a stock certificate issued for all of your book-entry shares, any fractional share you may own at that time will be sold and you will receive a check for the sale proceeds of that fractional share less any applicable fees. It is recommended that your certificates be placed in a safe deposit box in a secure financial institution. If the certificates are accidentally lost, there is a surety bond fee, plus any applicable processing fee, to replace the shares. Contact customer service at the telephone number listed on your statement for more information on replacing lost certificates.

How do I deliver my book-entry shares to broker?

All or part of the book-entry shares in your account on the Company's records can be moved to your brokerage account electronically. You will need to provide your broker with specific information about your account in order for your broker to move your shares. Please contact your broker for more information.

How do I sell my book-entry shares?

You may be able to sell your book-entry shares by calling the customer service number appearing on your statement or, if a website is listed on your statement, by going online and following the instructions. You can also sell your shares through a broker, after moving them electronically to the broker as discussed in the preceding question.

Who should I contact if I have any questions?

If you have any additional questions on your book-entry shares or require other assistance, contact customer service at the telephone number listed on your statement or go online if a website is listed on your statement.

Terms and Conditions of Sales Facility

As a condition to using the Direct Registration services provided by Citibank, N.A. ("Citibank"), you hereby agree to the following terms:

1. Sale Requests.

- (a) As a holder of book-entry shares, you may request that Citibank sell all or a portion of your shares in writing (via your *Transaction Request Form*), or online at www.computershare.com/investor or via telephone. In submitting the sale instruction, you agree that Citibank may transfer your shares to complete the sale, including transfers to a nominee account of Citibank and to Citibank's brokerage firm.
 - (b) If available, market order sale requests received at www.computershare.com/investor through Investor Centre or by telephone will be placed promptly upon receipt during market hours (normally 9:30 a.m. to 4:00 p.m. Eastern Time). Any orders received after 4:00 p.m. Eastern Time will be placed promptly on the next day the market is open. The price shall be the market price of the sale obtained by Citibank's broker, net of fees.
 - (c) Batch order sale requests received in writing (including via your *Transaction Request Form*), by telephone or at www.computershare.com/investor through Investor Centre by Citibank will be processed no later than five Business Days after the date on which the order is received assuming the relevant markets are open and sufficient market liquidity exists (and except where deferral is required under applicable federal or state laws or regulations). (As used herein, the term "Business Day" means any day except a Saturday, Sunday, Federal Reserve Bank holiday or New York Stock Exchange holiday). All sale requests received in writing will be submitted as batch order sales. In every batch order sale, the price to each selling shareholder shall be the weighted average sale price obtained by Citibank's broker net of fees for each batch order placed by Citibank and executed by the broker. To maximize cost savings for batch order sale requests, Citibank will seek to sell shares in round lot transactions. For this purpose Citibank may combine each selling shareholder's shares with those of other selling shareholders.
 - (d) Proceeds from the sale will generally be mailed within three (3) Business Days of the date upon which the sale transaction is settled. You agree that Citibank makes no representations or warranty that any of the services shall be performed at any set time, and Citibank shall not be liable of any change in the market value of any security at any time. If you are a shareholder enrolled in the Company's dividend reinvestment or direct stock purchase plan (collectively, the "Plan"), and the Plan provides that split, spin-off, or distributed shares are to be allocated to the shareholder through the Plan, then the sale of book-entry shares will be subject to the Plan, in which case such shareholder may not use the sales facility.
 - (e) Citibank will instruct its broker, which may be an affiliate of Citibank, to effect sales on any securities market where the Company's shares are traded, subject to such terms with respect to price, delivery or other factors as Citibank may determine. No instruction to sell shares recently acquired will be accepted until the shares have been completely posted by Citibank to your book-entry Direct Registration account. You do not have any authority or power to direct the exact time at which shares may be sold or to select the broker or dealer through whom sales are to be made.
 - (f) All sales requests are final. Once Citibank receives your sale instructions, the request cannot be stopped or cancelled. Shares sold may be a combination of DRS and plan shares. Citibank does not provide any investment advice or recommendations with respect to any sale transaction initiated by you. Any decision to sell any security under the Sales Facility must be made by you based upon your own research and judgment. The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.
2. **Fees.** In processing a sale instruction, you agree that Citibank is entitled to compensation under its fee schedule. The charge for the transaction is described on the *DRS Transaction Request Form* and available online at www.computershare.com/investor. All fees shall be deducted from the sale proceeds. The fees are subject to change at any time without notice. You may inquire about the applicable fee before requesting a sale.
 3. **Taxes.** Citibank, as dividend disbursing agent and as Direct Registration sales service agent, is required to perform backup withholding on those accounts which do not have a certified tax identification number. To avoid backup withholding on dividend disbursements or on sales of shares, please be sure your tax identification number on file with us is certified through the completion of Form W-9. Please visit us online if you need a W-9 for this purpose.
 4. **Corporate Insiders.** If you are subject to Section 16 of the Securities Exchange Act of 1934 (or any rule promulgated thereunder) or are an affiliate of the Company (as that term is defined in Rule 144 of the Securities Act of 1933), you agree not to use the Sales Facility except in strict compliance with applicable securities law. You further agree that you are solely responsible for determining and maintaining compliance under applicable securities law. (Please note that the processing of such sales orders may entail additional delays.)
 5. **Limitation of Liability.** No obligations are assumed by Citibank other than those that are specifically set forth herein, it being expressly understood that there are no implied duties or obligations under this Sales Facility. Citibank shall not be liable to you for any action taken or omitted to be taken in connection with or under this Sales Facility, except that Citibank shall be liable for direct losses incurred by you arising out of the willful misconduct of Citibank. Under no circumstances whatsoever shall Citibank be liable for special, indirect, incidental, punitive or consequential loss, or damage of any kind whatsoever (including, but not limited to, lost profits), even if Citibank has been advised of the possibility of such loss or damage. Under no circumstances whatsoever shall Citibank be liable for any actions or inactions of any brokerage firm retained by Citibank to perform any services under this Sales Facility. Citibank shall not be liable for any loss or damage resulting from its inability to comply with these Terms and Conditions by reason of events beyond its reasonable control, including acts of war, terrorism, riots, civil emergencies, acts of God or nature, local or regional electrical or communications system breakdowns, or acts of civil or military authority.
 6. **Entire Agreement and Modifications.** The terms and conditions of this Sales Facility, including this brochure and all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Citibank reserves the right to amend or modify these Terms and Conditions and to terminate this Sales Facility at any time, by sending a copy of such modification or notice of termination (that may be included with normal company mailings to shareholders) to shareholders in Direct Registration [or by posting a copy of such modification or notice at www.computershare.com/investor].
 7. **Governing Law and Jurisdiction.** The Sales Facility shall be governed by the laws of the State of New York (without regard to the conflict of law principles), and the parties hereby consent to the jurisdiction of courts in Illinois, New Jersey, and Massachusetts (whether state or federal) over all matters relating to this Sales Facility.

Privacy Notice

At Citibank, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans, direct registration services and/or custody services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Citibank or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information, date of birth, government-issued identification number, and other financial information.

With respect both to current and former customers, Citibank does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Citibank maintains physical, electronic and procedural safeguards to protect your personal information.

Citibank realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.