Computershare

INVESTOR SERVICES

Direct Registration

the security and convenience of certificateless share ownership

The Company in which you own stock has elected to use the Direct Registration System (DRS) as its 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. As the Company's transfer agent, Computershare keeps a record of your shares on the Company's register of owners. When you transfer or sell DRS shares, the transaction takes place electronically without the movement of stock certificates. The following pages more fully describe DRS.

Frequently Asked Questions

Why is the Company using DRS?
DRS:

- Eliminates your risk of loss, theft or destruction of certificates, plus the time and expense to replace a lost certificate
- Eliminates the cost of maintaining a secure place to keep your certificates
- Makes your stock transactions faster and easier
- Saves the Company unnecessary printing and mailing expenses
- Supports the U.S. securities industry's move towards certificateless shares
- Has become the global standard for share ownership
- Offers a quick and convenient way of selling your DRS shares

Without certificates, how will I know how many shares I own?
Each time you have a share transaction you are sent a *Direct Registration Transaction Advice (Advice)* reporting the number of the Company's shares you hold in book-entry form. For instructions on how to transfer your shares, please visit us online or call Computershare at the telephone number on your *Advice*.

What about the certificates I already hold?
If applicable, you may convert your **certificated shares** in the Company to DRS if you wish. To do this, send your stock certificate(s), along with a signed written request to deposit the enclosed certificates into your account, to:

Computershare
Attn: Stock Transfer Department
462 South 4th Street, Suite 1600
Louisville, KY 40202

Note: We cannot convert your stock certificates to DRS shares without receipt of the actual certificates.

We recommend that you use a courier service and please make sure that you **DO NOT** sign the back of your certificates.

How do I sell my DRS shares?
You may sell your shares through the DRS Sales Facility, administered by Computershare Trust Company, N.A. The types of sale orders available may be different for each company. You may go online at www.computershare.com/investor or call Computershare to find out what order types are available. The following describes the types of orders.

Market Order. A market order is a request to sell shares promptly at market price. For Market Orders, depending on the number of shares being sold and current trading volume in the shares, a Market Order may only be partially filled or not filled at all on the trading day in which it is placed, in which case the order, or remainder of the order, as applicable, will be cancelled at the end of such day. To determine if your shares were sold, you should check your account online at www.computershare.com or contact us. If your Market Order sale was not filled and you still want the shares sold, you will need to re-enter the sale request. A sale request received in writing may, in Computershare's sole discretion, be treated as a Market Order sale or may be submitted with other sales requests for a security received in writing as an aggregated request. Sale instructions received in writing by Computershare will be processed no later than five business days after the date on which the order is received (except where deferral is required under applicable federal or state laws or regulations), assuming the applicable market is open for trading and sufficient market liquidity exists.

Day Limit Order. A Day Limit Order is an order to sell shares when and if the stock reaches a specific price on a specific day. The order is automatically canceled if the price is not met by the end of that trading day (or, for orders placed outside of market hours, the next trading day). Depending on the number of shares being sold and current trading volume in the shares, such an order may only be partially filled, in which case the remainder of the order will be canceled. Any request by you to otherwise cancel a pending Day Limit Order will be honored on a best efforts basis.

Good-Til-Canceled (GTC) Limit Order. A GTC Limit Order is an order to sell shares when and if the stock reaches a specific price at any time while the order remains open (typically 30 days, but may differ by company). Depending on the number of shares being sold and current trading volume in the shares, sales may be executed in multiple transactions and may be traded on more than one day. If shares trade on more than one day a separate fee will be charged for each day. The order (or any unexecuted portion thereof) is automatically canceled if the price is not met by the end of the order period. The order also may be canceled by the applicable stock exchange or at your request, by telephone or online.

Are there any fees?
Sales proceeds in Market Orders, Day Limit Orders and GTC Limit Orders equal the market price that the broker receives for your shares, less applicable taxes and fees. If available, requests for such order types may only be placed online or by telephone using the Interactive Voice Response (IVR) system or through a Customer Service Representative (CSR).

For more information about the timing, processing, and the pricing of sale requests, see the Terms and Conditions of Sales Facility on the back of this page. For questions on fees please log into your account at www.computershare.com. Note: the different types of orders and orders placed by telephone through a CSR are subject to different fees.

Can I transfer my DRS shares to my broker?
Yes, have your broker request your shares be sent to them through the Depository Trust Company's Direct Registration Profile System. You need to supply your broker with a copy of your latest *Advice* and the following information:

- Your Computershare account number (on your *Advice*)
- Your Social Security Number
- Computershare's DTC number, 7807
- The number of whole shares you wish to move from your Computershare account to your brokerage account

Terms and Conditions of Sales Facility

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

1. **Sale Requests.**

(a) As a holder of book-entry shares, you may request that Computershare sell all or a portion of your shares online at www.computershare.com, via telephone or in writing. In submitting the sale instruction, you agree that Computershare may transfer your shares to complete the sale, including transfers to a nominee account of Computershare and to Computershare's brokerage firm.

(b) If available, Market Order, Day Limit Order, and Good-Til-Canceled (GTC) Limit Order sale requests received at www.computershare.com 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 Computershare's broker, net of fees. For Market Orders, depending on the number of shares being sold and current trading volume in the shares, a Market Order may only be partially filled or not filled at all on the trading day in which it is placed, in which case the order, or remainder of the order, as applicable, will be cancelled at the end of such day. To determine if your shares were sold, you should check your account online at www.computershare.com or contact us. If your Market Order sale was not filled and you still want the shares sold, you will need to re-enter the sale request.

(c) Sale requests received in writing may, in Computershare's sole discretion, be treated as a Market Order sale (as described in Section 1(b) above), or may be submitted with other sale requests for a security received in writing as an aggregated request. Sale requests received in writing by Computershare 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). In the event sale requests are aggregated, the price to each selling shareholder shall be the weighted average sale price obtained by Computershare's broker net of fees for each such order placed by Computershare and executed by the broker. To maximize cost savings for aggregated order sale requests, Computershare will seek to sell shares in round lot transactions. For this purpose Computershare may combine each selling shareholder's shares with those of other selling shareholders.

(d) A Day Limit Order (an order to sell shares when and if the stock reaches a specific price on a specific day) is automatically canceled if the price is not met by the end of that trading day (or, for orders placed outside of market hours, the next trading day). Depending on the number of shares being sold and current trading volume in the shares, such an order may only be partially filled, in which case the remainder of the order will be canceled. Any request by you to otherwise cancel a pending Day Limit Order will be honored on a best efforts basis.

(e) For a GTC Limit Order (an order to sell shares when and if the stock reaches a specific price at any time while the order remains open (typically 30 days, but may differ by company)), depending on the number of shares being sold and current trading volume in the shares, sales may be executed in multiple transactions and may be traded on more than one day. If shares trade on more than one day a separate fee will be charged for each day. The order (or any unexecuted portion thereof) is automatically canceled if the price is not met by the end of the order period. The order also may be canceled by the applicable stock exchange or at your request in writing, by telephone or online.

(f) 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 Computershare makes no representations or warranty that any of the services shall be performed at any set time, and Computershare 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.

(g) Computershare will instruct its broker, which may be an affiliate of Computershare, 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 Computershare may determine. No instruction to sell shares recently acquired will be accepted until the shares have been completely posted by Computershare 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.

(h) Except as otherwise provided for Day Limit Orders and GTC Limit Orders, all sales requests are final. Once Computershare receives your sale instructions, the request cannot be stopped or canceled. Shares sold may be a combination of DRS and Plan shares. Computershare 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 Computershare is entitled to compensation under its fee schedule. The charge for the transaction is available online at www.computershare.com. 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.** Computershare, 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 Computershare 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. Computershare 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 Computershare shall be liable for direct losses incurred by you arising out of the willful misconduct of Computershare. Under no circumstances whatsoever shall Computershare 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 Computershare has been advised of the possibility of such loss or damage. Under no circumstances whatsoever shall Computershare be liable for any actions or inactions of any brokerage firm retained by Computershare to perform any services under this Sales Facility. Computershare 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. Computershare 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.

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 Computershare, 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 Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, date of birth, government-issued identification number, and other financial information.

With respect both to current and former customers, Computershare 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. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

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