

Bolded, underlined text indicates proposed added language

~~Bolded, strikethrough text~~ indicates proposed deleted language

The Depository Trust Company

Deposits Service Guide

SECURITY ELIGIBILITY

DTC-Eligible Securities

Legal Considerations

Nontransferable Securities Procedures

A. Deposit Procedures

When DTC announces to Participants that an issue is “nontransferable,” DTC will change the transfer agent number on DTC’s records, which may be viewed by Participants via DTC’s Participant Terminal System, to reflect the fact that the issue is nontransferable. Participants will be permitted to deposit their DTC-eligible nontransferable securities by adhering to several procedures. Specifically, Participants will be asked to:

1. Provide DTC Account Administration with a copy of a Blanket Indemnification for Losses Related to Non-Transferable Securities (“Blanket Indemnification”), executed by an authorized officer. Procedures set forth in the Blanket Indemnification will, among other things, require the Participant to verify with the Securities Information Center (“SIC”) that the certificate has not been reported to SIC as lost, stolen, missing, or counterfeit;
2. Use a DAM deposit ticket, whereby the certificate details on the deposit ticket match the corresponding certificates (e.g., CUSIP, certificate #, certificate denomination, total quantity). No more than ten certificates may be included in each individual deposit. Participants will also be asked not to commingle different types of registrations on a single deposit ticket (i.e., all nominee-name and street-name registrations will be deposited under separate tickets); and
3. Check the certificates for assignment to Cede & Co., New York State tax waiver, endorsements, and other requirements, and provide the appropriate signature guarantees.”

B. Procedures for Sharing of Loss Related to Deposit of Nontransferable Securities

DTC has developed a loss allocation method in the event that a certificate the represents a nontransferable security is deposited at DTC and later, most likely after the reinstatement of transfer services and presentation of the certificate for transfer,

is found to be stolen, counterfeit or otherwise defective. If the depositing/indemnifying Participant is still in business or if DTC is holding the Participant's Participants Fund deposit in an amount sufficient to cover the loss, DTC will first seek to charge the Participant or its deposit. In the event, however, in which at the time that DTC becomes aware of the loss: (1) the depositing Participant has transferred the underlying securities by book-entry; (2) the Participant does not itself cover the loss because it is not in business or for some other reason; and (3) the Participant's deposit to the Participants Fund is insufficient to cover the loss, then the loss will be allocated as follows:

The loss will be shared pro rata among all Participants that have a position in such issue on the date that DTC determines that the certificate is defective, excluding Participants' positions, however, to the extent that positions existed on the day that DTC first announced to Participants that the issue was "nontransferable." For example, if a Participant already held a position of 1,000 shares in an issue at the time that the issue was identified by DTC as being nontransferable and then acquires 500 additional shares later, any proportionate loss calculation would be only against the additional 500 shares and not against the 1,500 share total position. DTC will first seek to charge the Participant's Participants Fund deposit in an amount sufficient to cover the loss. If the deposit will not cover the total amount of the loss, DTC will then charge the Participant directly for the remaining amount. In the event, however, that the loss allocation method as described above does not cover the total amount of the loss related to the deposit of the nontransferable securities, DTC will then charge the loss in accordance with its current loss allocation scheme.

Blanket Indemnification for Losses Related to Non-Transferable Certificates Deposited with DTC

Any application to become a Participant shall include a blanket indemnification for losses related to non-transferable certificates deposited with DTC in the form set forth below:

The undersigned ("Participant"), a participant in The Depository Trust Company ("DTC"), intends to deposit with DTC from time to time certain certificates (the "Certificates") representing securities for which transfer services are not available (the "Securities").

Participant wishes to deposit the Securities with DTC and to receive credit for the Securities in its DTC Participant account. To induce DTC to so credit the Securities and to make DTC's book-entry services available for transactions in the Securities, Participant represents, warrants, and covenants to DTC as follows:

1. Other than the unavailability of transfer services, Participant, after due investigation, is not aware of any impediments to transfer of the Certificates.

2. It is understood that DTC cannot provide its normal certificate withdrawal services in the Securities, including CODs and W/Ts. Participant will comply fully with applicable industry practice and rules respecting the need for it to advise other participants to which it makes book-entry deliveries of the Securities, if any, of this limitation.

3. If Participant publishes or submits for publication a quotation for the Securities where the applicable information requirements of Securities Exchange Act Rule 15c2-11 are not satisfied, Participant shall not use DTC's book-entry services to effect contemporaneous deliveries in any such Securities.

4. The indemnification set forth in DTC Rule 2(k) shall apply with respect to the Securities notwithstanding the absence of transfer services for the Securities at the time that they are first credited to Participant's DTC account.

5. Participant shall inquire with SIC, and as of the date of deposit with DTC the Certificates shall not have been reported to SIC as lost, stolen, missing, or counterfeit.

6. If DTC incurs any loss or liability because any of the Certificates are counterfeit, are reported stolen, or are or become, for any reason, not in good deliverable form, Participant agrees that DTC may charge such loss or liability to Participant.

7. Participant agrees that DTC may charge any future distribution of rights, including voting rights, or other property (a "Distribution") involving the Securities to Participant's account if DTC does not receive the Distribution on the Distribution date.

Tracking Deposits
