EXHIBIT 5

<u>Bold, underlined text</u> indicates proposed added language.

~~Bold, strikethrough text~~ indicates proposed deleted language.

DTC CORPORATE ACTIONS

DISTRIBUTIONS SERVICE GUIDE

IMPORTANT LEGAL INFORMATION

The contents of all Service Guides constitute "Procedures" of The Depository Trust Company ("DTC") as defined in the Rules of DTC. If Participants or other authorized users of DTC's services fail to follow these Procedures precisely, DTC shall bear no responsibility for any losses associated with such failures.

In connection with their use of the Corporation's services, Participants and Pledgees must comply with all applicable laws, including all applicable laws relating to securities, taxation, and money laundering, as well as sanctions administered and enforced by the Office of Foreign Assets Control ("OFAC"). As part of their compliance with OFAC sanctions regulations, all Participants and Pledgees must agree not to conduct any transaction or activity through DTC that violates sanctions administered and enforced by OFAC.

From time to time, DTC receives from outside sources notices and other documents, including corporate action information, and communications concerning financial assets. Although DTC may make certain of such documents and communications, or extracts therefrom ("Information") available to Participants and other authorized users, it shall be under no obligation to do so nor, having once or more done so, shall DTC have a continuing obligation to make available Information of a certain type. Information is not independently verified by DTC and is not intended to be a substitute for obtaining advice from an appropriate professional advisor. Therefore, Participants and other authorized users are advised to obtain and monitor Information independently. In addition, nothing contained in Information made available to Participants and other authorized users shall relieve them of their responsibility under DTC's Rules and Procedures or other applicable contractual obligations to check the accuracy, where applicable, of Participant Daily Activity Statements and all other statements and reports received from DTC and to notify DTC of any discrepancies. **DTC DOES NOT REPRESENT THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY INFORMATION (AS DEFINED ABOVE) PROVIDED TO PARTICIPANTS AND OTHER AUTHORIZED USERS, WHICH IS PROVIDED AS-IS. DTC SHALL NOT BE LIABLE FOR ANY LOSS RELATED TO SUCH INFORMATION (OR THE ACT OR PROCESS OF PROVIDING SUCH INFORMATION) RESULTING DIRECTLY OR INDIRECTLY FROM MISTAKES, ERRORS, OR OMISSIONS, OTHER THAN THOSE CAUSED DIRECTLY BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF DTC.** Further, such Information is subject to change. Participants and other authorized users should obtain, monitor, and review independently any available documentation relating to their activities and should verify independently information received from DTC.

DTC SHALL NOT BE LIABLE FOR: (1) ANY LOSS RESULTING DIRECTLY OR INDIRECTLY FROM INTERRUPTIONS, DELAYS, OR DEFECTS ARISING FROM OR RELATED TO ITS SERVICES; AND (2) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES.

The services provided by DTC to its Participants and other authorized users are provided only pursuant to the terms and conditions of the Participants Agreement, which references the Rules and Procedures of DTC, and/or other contractual documents (collectively, the "Contractual Documents"). DTC's obligations to Participants and other authorized users are therefore contractual in nature and are limited solely to those obligations expressly set forth in the Contractual Documents. Participants and other authorized users are obligated to, among other things, follow precisely the procedures outlined in the Contractual Documents and provide DTC with complete and accurate information. In accepting financial assets from Participants and/or providing services to other authorized users, DTC relies, among other things, upon the duty of Participants and other authorized users to exercise diligence in all aspects of each transaction processed through DTC.

Participants and other authorized users expressly acknowledge that the services provided by DTC are ministerial in nature. Moreover, as further reflected by DTC's fee structure (which typically bears no relationship to the dollar value of any given transaction), DTC does not accept any risk of loss to Participants, other authorized users and possible third party beneficiaries with respect to transactions being processed by DTC.

WHILE THIS SERVICE GUIDE DISCUSSES CERTAIN TAX CONSEQUENCES OF THE VARIOUS CORPORATE ACTIONS DESCRIBED HEREIN, DTC DOES NOT PROVIDE TAX ADVICE. FURTHERMORE, THIS SERVICE GUIDE DOES NOT DISCUSS ALL THE RELEVANT TAX CONSIDERATIONS THAT MAY BE APPLICABLE TO PARTICIPANTS AND OTHER AUTHORIZED USERS. IN ADDITION, THE SUBJECT TAX LAWS AND REGULATIONS MAY BE SUBJECT TO DIFFERING INTERPRETATIONS AND MAY BE CHANGED, PERHAPS RETROACTIVELY. PARTICIPANTS AND OTHER AUTHORIZED USERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING ALL THE RELEVANT TAX CONSEQUENCES OF ANY PARTICULAR CORPORATE ACTION OR OTHER TAXABLE EVENT.

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DTC shall have the right, but not the obligation, to audit the use and distribution of Information and Data Files by any Participant. Unauthorized use or distribution by Participant, any of its Affiliates or any of its account holders may result in a fine or other reasonable penalty determined by DTC in accordance with its rules in light of the facts and circumstances of such unauthorized use or distribution. By its acceptance of Information or any Data File, each Participant agrees that, in addition to all other remedies that may be available, DTC and its affiliate DTCC Solutions shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach of this Procedure by such Participant, its officers, employees, advisors or agents. Neither DTC nor DTCC Solutions shall be liable for any loss, cost or expense arising out of the use of any Data File or the Information contained therein, or the gross negligence or willful misconduct of any Participant with respect to any Data File or the Information contained therein, provided hereunder, the failure of any Participant to comply with these Rules and Procedures or applicable law, or for any consequential, special or punitive damages related thereto.

The contents of the Service Guides are updated in different formats on a periodic basis. Participants and other authorized users of the Service Guides will find the most current version of the Service Guides, as well as DTC Important Notices which address the contents of the Service Guides, at http://dtcc.com. You can access the Important Notices at http://dtcc.com/legal/important-notices.aspx. DTC shall bear no responsibility for any losses associated with the failure of Participants or other authorized users to follow DTC's most current Service Guides and/or Important Notices.

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U.S. Tax Withholding

The U.S. Tax Withholding service (UTW) is available to non-U.S. participants~~**, including subaccounts of U.S. participants**~~.

To the extent allowable under U.S. federal income tax laws, UTW allows qualified intermediaries to submit withholding instructions to DTC on U.S. source income payments.

A qualified intermediary (QI) is any non-U.S. intermediary (or non-US branch of a U.S. intermediary) that has entered into a qualified intermediary withholding agreement with the IRS. Non-qualified intermediaries (NQIs) cannot make elections to secure reductions in applicable maximum statutory withholding rates. All U.S. source payments made to NQI participants will be withheld at the maximum statutory rate. A non-U.S. participant with a direct account at DTC that has provided a Form W-8BEN-E may be paid at a reduced rate of withholding depending on the certifications associated with the tax form.

Foreign Account Tax Compliance Act ("FATCA") Requirements

DTC's Rules generally require that any DTC Participant (or applicant) that is treated as a non-U.S. entity for U.S. federal income tax purposes, must be FATCA compliant as set forth in DTC Rule 2.

How it Works

As a U.S. tax withholding agent, DTC:

- Provides certain users of the service with access to the U.S. Tax Withholding menu item on the CA Web
- Notifies non-U.S. participants of taxable events
- Informs QI users of the "instruction window" during which they must send withholding rate instructions to the depository; the instruction window generally extends from one day after the record date ("record date +1") to one day before the payable date ("payable date -1")
- Pays U.S. source income to non-U.S. participants on the payable date, net of appropriate withholding tax
- Issues settlement statements that will reflect the gross dividend amount, tax amounts withheld at each designated rate and net dividends paid
- Remits tax funds to the IRS on a quarter-monthly schedule
- Prepares and sends the appropriate year-end 1042-S tax forms to non-U.S. participants

Legal Considerations

Users must submit to DTC the applicable IRS tax forms. These tax forms are available on the IRS website at http://www.irs.gov/

To the extent the IRS modifies or substitutes such forms, Users may be required to submit such modified or substitute forms to replace the forms already provided to DTC. The decision to impose a requirement to replace forms will be at the sole discretions of DTC subject to the relevant tax laws.

~~**Users must enter into a Withholding Agent Agreement.**~~

Every non-U.S. entity seeking membership in the depository must complete a valid W-8 form. The form must be (1) valid for the type of entity; (2) filled out completely; and (3) signed by an authorized signatory of the entity. Forms may expire after 3 years at which time DTC will solicit a new form.

Each entity having a deposit in the DTC Participants Fund must submit a W-8BEN-E. U.S. branches of foreign banks must also submit the appropriate W-8 form.

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Interim Accounting

Overview

Interim ~~A~~**a**ccounting is an important part of the ~~E~~**e**ntitlements and ~~A~~**a**llocations process **for distributions**. The interim period **(also referred to as the due bill period)** is ~~defined as~~ the ~~time~~ period during which a **settling** trade ~~settling still~~ has due bills attached to it. **A due bill is an indication of a seller's obligation to deliver a pending distribution (such as a cash dividend, stock dividend, interest payment, etc.) to the buyer in a securities transaction. For distributions that are the subject of a due bill,** ~~T~~**t**he ~~period of time in which due bills are used is called the due bill period, which~~**interim period** extends from the **Interim Accounting Start Date (**record date +1**)** up to the **Due Bill Redemption Date (typically** ex-date +1 **for equities and payable date -1 for debt)**.

Reasons for Interim Accounting

Normally, the registered holder of a security on the close of business on the record date is entitled to the distribution. There are times, however, when that is not the case. There are two common reasons why this ~~could~~ occur**s**:

1. **Listed Exchange Declares a Late/Irregular Ex-Date: There are times for equity issues when the listed exchange will declare an ex-date that is not one business day prior to the record date (for example, an ex-date that equals payable date +1). At such times,** ~~The~~**a** buyer is entitled to the distribution when the registered holder of an equity issue ~~where ex-date is not one business day prior to record date (for example, if the ex-date is after the record date)~~ sells the security prior to the ex-date ~~with the distribution.~~
2. For most bonds, the buyer ~~(receiver)~~ of the security is entitled to the interest payment **(the distribution)** on trades **that** settl~~ing~~**e** up to**,** ~~and~~ including the day before**,** the payable date, even though the buyer is not the ~~registered~~ **record date** holder.

Without DTC's Interim Accounting

~~**Normally, due bill processing involves the following activities:**~~

- Trades that ~~would~~ settle after the record date "with distribution**,**" ~~(those that~~ **thus** entitl**ing**~~e~~ the ~~receiver~~ **buyer** to the distribution**,**~~) would~~ **will** have a due bill attached to them **(meaning, the seller owes the buyer the distribution)**. **Without DTC's interim accounting process,** ~~T~~**t**he distribution ~~entitlement would then~~ **will** need to be handled between the seller and the buyer ~~of the security~~ outside of DTC's ~~D~~**d**istribution processing service**,** potentially in the form of a ~~special~~ payment order, wire or postdated check equal to the amount of the distribution.
  - ~~**The receiver must present the due bill on the payable date to the deliverer to receive the distribution.**~~

With DTC's Interim Accounting

With DTC's interim accounting process, ~~D~~**d**uring the due**-**-bill period, DTC:

- ~~T~~**t**racks all **settled** activity, ~~such as trades,~~ where the receiver **(typically a buyer)** is entitled to ~~the announced~~**a** distribution**;** ~~(cash/stock dividend or interest payment).~~ **and**

- ~~A~~adjusts ~~p~~**P**articipants' record date positions, crediting the receiver **(typically a buyer)** and debiting the deliverer **(typically a seller) the distribution amount.**

This **process helps** ensure~~s~~ accurate payment on the payable date and eliminates time-consuming, costly paper processing.

Important Note: ~~**During this due bill period, all DTC activities involving the physical movement of securities are excluded from the dividend allocation. These include your deposits, withdrawals-by-transfer (WTs) and certificates-on-demand (CODs)**~~**The physical movement of securities (such as, deposits, withdrawals-by-transfer (WTs) and certificates-on-demand (CODs)) are not transactions that are include in the interim accounting process; thus, they do not result in adjustments between Participants**.

Interim Accounting Usage

Activation of DTC's ~~I~~**i**nterim ~~A~~accounting process depends on the type of distribution. The following table describes the conditions under which interim accounting occurs:

For	Interim accounting is used
Cash dividends	When the ex-date is not equal to record date –1 business days, and DTC is aware of the ex-date prior to the payable date. In this case, the interim period runs from record date +1 through close of business on ex-date +1.
Stock distributions	~~**For:**~~ ~~**All stock splits or**~~ A stock distribution with an ex-date that is not equal to record date −1. In this case, the interim period runs from record date +1 through close of business on ex-date +1. Note: Stock splits are allocated to your general free and pledged accounts on the business day following the close of the due bill period. Shares allocated to the pledged account automatically become additional collateral for the loan.
Rights	When the ex-date is not equal to record date −1, and there is adequate time for you to submit your rights instructions to DTC for presentation to the paying agent prior to the expiration date. In this case, the interim period runs from record date +1 through close of business on ex-date +1. Note: If there is not adequate time for you to submit your rights instructions to DTC for presentation to the paying agent prior to the expiration date, DTC will credit your account based on your record date position. You must settle due bills outside DTC's Distribution event processing service.

Corporate bonds, CDs, and government bond interest	Because the majority of these settle with interest up to the business day before the payable date. In this case, the interim period runs from record date +1 through payable date −1.
Asset-backed securities (ABS)	As dictated by the issuer's accrual period. For example, if the accrual period ends after the record date and before the payable date, the interim period runs from record date +1 through the end of the accrual period. Note: If the accrual period ends prior to the record date, DTC will not run interim or run "reverse" interim (reverse due bill).
Supplemental due bills	For special large cash dividends, when the ex-date is the day after the announced payable date. In this case: The interim period runs from record date +1 through payable date −1 Allocation is made on payable date, and Interim accounting starts again on the payable date and continues on a daily basis through ex-date +1. Allocation is made on the business day following the day of delivery by crediting the money settlement account of the receiver and debiting the money settlement account of the deliverer.

Interim Accounting for an Ex-Date Change Due to Unscheduled Closing of a Stock Exchange

Occasionally, there is an unscheduled closing of one or more stock exchanges (for example, a national day of mourning, an event causing significant market disruption or regional impact, etc.). During an unscheduled closing, a listed exchange will typically move ex-dates that were scheduled for that date to the next business day that the exchange is open, which is usually the record date. Such a move is necessary because, according to exchange rules, ex-dates must occur on a business day that the listed exchange is open.

Because no trading is expected in the impacted securities on the date the listed exchange is closed, there should not be any due bill activity that needs to be tracked. Thus, DTC will not capture interim activity for the related period. For example, if a cash dividend had an ex-date of June 2 and record date of June 3, the standard practice is for DTC to not capture any interim activity, as the ex-date is equal to record date -1. However, if the listed exchange changes the ex-date to June 3, due to an unscheduled closure on June 2, resulting in the ex-date and record date being the same day, DTC still would not apply interim accounting because there should not have been any trades on June 2 that resulted in due bill activity.

Interim Accounting on a Security being Delisted

Listed exchanges are often unable to announce an ex-date that is on or after the date the corresponding security is being delisted. In these instances, if the listed exchange does not declare an ex-date, but it provides direction that trades in that security up to a specified date

include the distribution, then DTC will capture interim accounting based on the exchange's direction.

Note: If a corporate action event (e.g., a merger) would occur during an interim period, special processing arrangements with the industry may be required.