



B #:	B3943-16
Date:	August 26, 2016
To:	All DTC Participants, Underwriters, and Paying Agents
Category:	Operations
From:	DTC Asset Services
Attention:	Operations Manager/Reorganization Manager/Corporate Trust Officer
Subject:	Maturity for Stock Processing Fee Accessed to Agents

Effective January 1, 2017, the Depository Trust Company (DTC) will be assessing an exception processing fee of \$5,000 per CUSIP to the Agents, in line with the SEC Rule Filing DTC-2013-06, for the facilitation of maturity for stock redemptions. This event type occurs most commonly on a derivative security that is linked to the performance of another security or securities (e.g., a specific common stock, or a basket of securities, as specified in the issuer's offering document), when there is a market triggering event that results in the payment of a security or securities upon maturity in lieu of all or part of the cash payment.

Agents are not complying with DTC's initial notification timeline to alert DTC that the offer will be redeeming for securities instead of cash, which is as soon as possible, but no later than three business days prior to maturity as outlined in Important Notice 3755-08. Additionally, the Agents are not providing DTC with timely and accurate information to allocate the entitlement shares on maturity date. As a result, DTC has implemented an exception processing routine to ensure that DTC clients are receiving the information as soon as possible and reduce the risk of allocating entitlements late.

Processing Procedures

The procedures issuers, agents and participants holding the entitlement shares must follow to help ensure timely allocation of maturity-for-stock transactions are described below. These procedures are designed to increase the likelihood that maturity-for-stock announcements are disseminated to participants prior to maturity date and that the security entitlements (e.g., common stock) are allocated on maturity date. The procedures and timeframes described herein have been the subject of prior discussions DTC has individually held with Issuers, Agents and/or Trustees servicing these securities. While the structure of some of these securities may prevent the Issuer, Agent, and/or Trustee from fully complying with these procedures and timeframes, failure to do so may result in allocations of entitlement shares occurring one or more days after the maturity date.

1. As soon as possible but no later than three business days prior to the maturity date, the Agent must e-mail the notice of maturity-for-stock payment to DTC's Announcement group e-mail address at:

mandatoryreorgannouncements@dtcc.com

Delivery of the notice to an e-mail address other than the above e-mail address will not constitute a valid notification.

2. The e-mail subject line must state the maturing CUSIP number, the maturity date and that it is a maturity-for-stock (e.g., CUSIP 123456AB0, due 10/05/16, maturity-for-stock).
3. The notice shall state the following, (*See the notice template in Exhibit A to this Important Notice*):
 - Issuer name and CUSIP number of the maturing security, the maturity date, and that it is a maturity-for-stock.
 - Issuer name and CUSIP number of the entitlement stock, total number of shares to be paid to DTC, and the rate of payment.

(Note: When the maturing security is denominated in shares, the rate of payment is to be calculated per share, and when the maturing security is denominated in principal amount, the rate of payment is to be calculated per \$1,000 principal amount.)

- Name and DTC participant account number of the participant holding the entitlement shares at DTC.
 - If a cash component is applicable, provide the total cash payment amount to be paid to DTC and the cash rate.
 - If an accrued interest payment is applicable, provide the total interest payment amount to be paid to DTC, the interest rate, and the number of days of accrued interest.
4. In addition to the notice, DTC must receive the holding DTC participant's letter authorizing DTC to reduce their position in the entitlement security by the total quantity of shares to which DTC's nominee name, Cede & Co., is entitled. Such letter must be on the DTC participant's letterhead, and include both the indemnity statement as outlined by DTC and a medallion signature stamp. The letter should be scanned into PDF format and included as an attachment to the notice e-mail (as described in step 1), (*See the letter template in Exhibit B to this Important Notice*).

In the event the participant's letter is sent separately from the notice e-mail, it must be e-mailed to DTC no later than 3:00 p.m. (Eastern Time) on the business day prior to the maturity date to the following e-mail addresses: mandatoryreorgannouncements@dtcc.com, and mandatoryreorg@dtcc.com

The e-mail subject line must reflect the same information as indicated in step 2, followed by "participant's letter", (e.g., CUSIP 123456AB0, due 10/05/16, maturity-for-stock, **DTC participant's letter**).

IMPORTANT: The holding participant must ensure that the total quantity of shares needed by DTC to fund the distribution of common shares is on deposit in the holding participant's DTC General Free Account no later than 10:00 a.m. (Eastern Time) on the maturity date.

5. Also, in the event the Agent (or any DTC participant) needs to withhold their DTC position from receiving a portion or the entire entitlement of the maturity allocation, DTC must receive timely instructions from the DTC participant in the form of a suppression letter, (*See the letter template in Exhibit C to this Important Notice*). This letter will authorize DTC to both remove the maturing security position from the DTC participant account noted in the letter and suppress the payment. The letter must be on the DTC participant's letterhead, include the indemnity statement as outlined by DTC and a medallion signature stamp. The letter should be scanned into PDF format and included as an attachment to the notice e-mail (as described in step #1).

In the event the DTC participant's suppression letter is sent separately from the notice e-mail, it must be e-mailed to DTC no later than 3:00 p.m. (Eastern Time) on the business day prior to the maturity date following e-mail addresses: mandatoryreorgannouncements@dtcc.com, and mandatoryreorg@dtcc.com

The e-mail subject line must reflect the same information as indicated in step 2, followed by "suppression letter ", (e.g., CUSIP 123456AB0, due 10/05/16, maturity-for-stock, **suppression letter**).

DTC must implement exception processing to manage through Agents often not complying with these requirements. This includes late notification of the event, debit letters and suppression letters being received late, inaccurate, and/or incomplete, Agents having insufficient entitlement position to allocate the stock entitlements and funding for the cash entitlement portion being sent late or wired to the wrong account at DTC.

The amount of the exception processing to be assessed to the Agent to facilitate this process will be \$5,000 per CUSIP that is redeemed for stock in whole or in part in lieu of the cash payment.

Please contact your DTCC Relationship Manager with any questions you may have regarding the proposed change.

To be Re-Typed & Completed on the DTC Participant's Letterhead

This letter should be scanned into PDF format and must be sent by e-mail to DTCC's Mandatory Announcements Department at: mandatoryreorgannouncements@dtcc.com, (and if sent after 3pm on the business day prior to maturity date also to mandatoryreorg@dtcc.com).

Date _____

Exhibit A

The Depository Trust & Clearing Corporation
570 Washington Blvd.
Jersey City, NJ 07310
Attn: Mandatory Reorg Announcements (mandatoryreorgannouncements@dtcc.com)

Re: Notice for the Maturity of _____ (insert issuer name & CUSIP#) to be paid in Stock

Please be advised that on _____ (*insert maturity date*) a maturity payment will be effected in connection with the above- referenced security.

The principal will be settled in the shares of _____, (*insert issuer name of entitlement security*), under **CUSIP#:** _____ / **Ticker:** _____ at the rate of _____.

[**Note on Rate Calculation:** When the maturing security is denominated in shares, the rate of payment is to be calculated per share, and when the maturing security is denominated in principal amount, the rate of payment is to be calculated per \$1,000 principal amount.]

The total shares to be allocated to DTC are _____ which are currently held by DTC participant _____ (*insert DTC participant name & number*).

Additionally, a cash component of the entitlement will be allocated at a cash rate of _____ (See "Note on Rate Calculation") for a total cash distribution to DTC of \$_____. (*If not applicable to this payment, enter "N/A".*) Accrued interest is owed DTC, at a rate of _____ for _____ days of accrued interest for a total interest payment to DTC of \$_____. (*If not applicable to this payment, enter "N/A".*).

Please process this maturity request accordingly.

Should you have any questions, please contact _____. (*If different than the sender of this letter, please include phone & email*) _____.

Sincerely,

Signature _____

Title: _____ Phone #: _____ E-mail: _____

To be Re-Typed & Completed on the DTC Participant's Letterhead

This letter should be scanned into PDF format and must be sent by e-mail to DTCC's Mandatory Announcements Department at: mandatoryreorgannouncements@dtcc.com, (and if sent after 3pm on the business day prior to maturity date also to mandatoryreorg@dtcc.com).

Date _____

Exhibit B

The Depository Trust & Clearing Corporation
570 Washington Blvd.
Jersey City, NJ 07310
Attn: Mandatory Reorg Announcements

Re: DTC Participant Account Debit Authorization Letter for the Entitlement of a Maturity for Stock Payment for _____ (insert issuer name & CUSIP # of the maturing security)

Sir/Madam:

Holders of the above-referenced security (CUSIP) will be paid shares in lieu of all or part of the cash payment upon maturity of the principal amount of such security. To facilitate this payment, please accept this letter as authorization for DTC to debit our DTC participant account _____ (insert firm name & number) in the amount of _____ shares of _____ (insert issuer name & CUSIP# of entitlement shares).

Additionally, if a cash component is applicable, DTC will be paid in the amount of \$ _____ to DTC's JP Morgan Chase account 066027608 / ABA 021-000-021. (If a cash component is not applicable to this payment, enter "N/A".)

[INSERT INDEMNITOR'S NAME] hereby agrees to jointly and severally indemnify and defend DTC and Cede & Co., and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses¹ and Legal Actions² suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with [INSERT THE NATURE OF THE REQUEST] (the "Request"), except as a result of the Indemnitees willful misconduct or gross negligence or fraud. By way of example but not by way of limitation, this indemnity applies to Legal Actions between and/or among [INSERT INDEMNITOR'S NAME] and/or Indemnitees.

[INSERT INDEMNITOR'S NAME] represent and warrant that we are duly authorized to execute this indemnity.

Sincerely,

Name: _____

Title: _____

Phone #: _____

E-mail: _____

Place Medallion Signature Guarantee State
Here

¹ "Losses" means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with the Request), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees.

² "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self regulatory organization.

To be Re-Typed & Completed on the DTC Participant's Letterhead

This letter should be scanned into PDF format and must be sent by e-mail to DTCC's Mandatory Announcements Department at: mandatoryreorgannouncements@dtcc.com, (and if sent after 3pm on the business day prior to maturity date also to mandatoryreorg@dtcc.com).

Date _____

Exhibit C

The Depository Trust & Clearing Corporation
570 Washington Blvd.
Jersey City, NJ 07310
Attn: Mandatory Reorg Announcements

Re: Request to suppress upcoming payment due holders of _____ (insert issuer name and CUSIP#)

Sir/Madam:

Please accept this letter as our authorization to suppress our DTC participant account _____ (insert firm name and number) from payment due on the above-referenced security and remove _____ shares/principal amount (as applicable) of the above-referenced CUSIP from our DTC position, as we are not entitled to the payment/distribution for these shares.

[INSERT INDEMNITOR'S NAME] hereby agrees to jointly and severally indemnify and defend DTC and Cede & Co., and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses³ and Legal Actions⁴ suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with [INSERT THE NATURE OF THE REQUEST] (the "Request"), except as a result of the Indemnitees willful misconduct or gross negligence or fraud. By way of example but not by way of limitation, this indemnity applies to Legal Actions between and/or among [INSERT INDEMNITOR'S NAME] and/or Indemnitees.

[INSERT INDEMNITOR'S NAME] represent and warrant that we are duly authorized to execute this indemnity.

Sincerely,

Name: _____

Title: _____

Phone #: _____

E-mail: _____

Place Medallion Signature
Guarantee State Here

³ "Losses" means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with the Request), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees.

⁴ "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self regulatory organization.