

AMERISOURCEBERGEN CORP
Form SD
May 27, 2015

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM SD

SPECIALIZED DISCLOSURE REPORT

AmerisourceBergen Corporation

(Exact name of the registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-16671
(Commission
File Number)

23-3079390
(IRS Employer
Identification No)

1300 Morris Drive, Chesterbrook PA
(Address of principal executive offices)

19087-5594
(Zip code)

Kathy H. Gaddes 610-727-7000

(Name and telephone number, including area code, of the
person to contact in connection with this report.)

Check the appropriate box to indicate the rule pursuant to which this form is being filed, and provide the period to which the information in this form applies:

x Rule 13p-1 under the Securities Exchange Act (17 CFR 240.13p-1) for the reporting period from January 1 to December 31, 2014.

Section 1 Conflict Minerals Disclosure

Item 1.01 Conflict Minerals Disclosure and Report

Conflict Minerals Disclosure

This Form SD of AmerisourceBergen Corporation (the Company) is filed pursuant to Rule 13p-1 promulgated under the Securities Exchange Act of 1934, as amended, for the reporting period January 1, 2014 to December 31, 2014.

A copy of the Company's Conflict Minerals Report is provided as Exhibit 1.01 to this Form SD, and is publicly available on the Company's website, www.amerisourcebergen.com.

Item 1.02 Exhibit

The Company has filed the Conflict Minerals Report required by Form SD as Exhibit 1.01 hereto.

Section 2 Exhibits

Item 2.01 Exhibits

The following exhibit is filed as part of this report.

Exhibit

No.

Description of Exhibit

1.01	Conflict Minerals Report of AmerisourceBergen Corporation for the reporting period from January 1, 2014 to December 31, 2014
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the duly authorized undersigned.

AMERISOURCEBERGEN CORPORATION

Date: May 27, 2015

By: /s/ Kathy H. Gaddes
Name: Kathy H. Gaddes
Title: Vice President, Group General Counsel and Secretary

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over the telephone by calling a toll-free number;

electronically, using the Internet;

by completing, signing and mailing the printed proxy card, if you received one; or

via the Internet, during the 2014 Annual Meeting by going to www.virtualshareholdermeeting.com/MOS14 and using your control number (included on the Notice of Internet Availability of Proxy Materials we mailed to you or on the proxy card, if you requested one be sent to you).

The telephone and Internet voting procedures have been set up for your convenience. We encourage you to save corporate expense by submitting your vote by telephone or Internet. The procedures have been designed to authenticate your identity, to allow you to give voting instructions, and to confirm that those instructions have been recorded properly. If you are a stockholder of record and you would like to submit your proxy by telephone or Internet, please refer to the specific instructions provided in the proxy materials. If you received a printed proxy card and wish to submit your proxy by mail, please return your signed proxy card to us before the 2014 Annual Meeting.

If you hold your shares in street name, you must vote your shares in the manner prescribed by your broker or other nominee. Your broker or other nominee has enclosed or otherwise provided an Internet Notice or printed voting instruction card for you to use in directing the broker or nominee how to vote your shares. Telephone and Internet voting are also encouraged for stockholders who hold their shares in street name.

What is the difference between a stockholder of record and a street name holder?

If your shares are registered directly in your name, you are considered the stockholder of record with respect to those shares. If your shares are held in a stock brokerage account or by a bank, trust or other nominee, then the broker, bank, trust or other nominee is considered to be the stockholder of record with respect to those shares. However, you still are considered the beneficial owner of those shares, and your shares are said to be held in street name. Street name holders generally cannot vote their shares directly and must instead instruct the broker, bank, trust or other nominee how to vote their shares using the method described above.

How do I vote if my shares are held in the Mosaic Investment Plan (the Mosaic 401(k) Plan) or the Mosaic Union Savings Plan?

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If you hold any shares in the Mosaic 401(k) Plan or the Mosaic Union Savings Plan, you are receiving, or being provided access to, the same proxy materials as any other stockholder of record. However, your proxy vote will serve as voting instructions to Vanguard Fiduciary Trust Company (the Trustee), as Trustee of the Mosaic 401(k) Plan or the Mosaic Union Savings Plan, respectively, and, in accordance with the terms of each plan, the Trustee will vote all of the shares held in each plan in the same proportion as the actual proxy vote instructions submitted by the respective plan participants. If voting instructions are not received by the Trustee by May 12, 2014, or if they are received but are invalid, the shares with respect to which you could have instructed the Trustee will be voted in the same proportion as the shares for which the Trustee received valid participant voting instructions.

What does it mean if I receive more than one Internet Notice or proxy card?

If you receive more than one Internet Notice or proxy card, it means that you hold shares registered in more than one account. To ensure that all of your shares are voted, you will need to be sure to vote once for each account.

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Can I vote my shares in person at the meeting?

If you are a stockholder of record, you may vote your shares in person at the meeting by completing a ballot at the meeting. You may also vote your shares on the Internet during the meeting by going to www.virtualshareholdermeeting.com/MOS14 and using your control number (included on the Notice of Availability of Proxy Materials we mailed to you or on the proxy card (if you requested one be sent to you)). Even if you currently plan to attend the meeting, we recommend that you also submit your proxy as described above so that your vote will be counted if you later decide not to attend the meeting.

If you are a street name holder, you may vote your shares in person at the meeting only if you obtain a signed letter or other proxy from your broker, bank, trust or other nominee giving you the right to vote the shares at the meeting.

If you are a participant in the Mosaic 401(k) Plan or the Mosaic Union Savings Plan, you may submit a proxy vote as described above, but you may not vote your plan shares in person at the meeting or on the Internet via the virtual meeting.

What vote is required for the election of directors and the other proposals to be approved?

To be elected in an uncontested election, directors must receive a majority of the votes cast by the holders of the shares of our Common Stock and Class A Shares, voting together as a single class, present in person or by proxy at the 2014 Annual Meeting and entitled to vote in the election of directors (meaning the number of shares voted for a director must exceed the number of shares voted against that director). In contested elections (an election in which the number of nominees for director is greater than the number of directors to be elected) the vote standard will be a plurality of votes cast.

With respect to the amendment to Mosaic's Restated Certificate of Incorporation to declassify the Board, The Mosaic Company 2014 Stock and Incentive Plan, ratification of the appointment of KPMG LLP as our independent registered public accounting firm and the Say-on-Pay Proposal, the affirmative vote of the holders of a majority of the votes cast by the holders of the outstanding shares of Common Stock and Class A Shares present in person or by proxy and entitled to vote at the 2014 Annual Meeting, voting together as a single class, is required for the approval of those proposals.

How are votes counted?

You may vote FOR, AGAINST or ABSTAIN for each nominee for the Board and on the other proposals.

If you submit your proxy but abstain from voting on one or more matters, your shares will be counted as present at the meeting for the purpose of determining a quorum. If you abstain from voting for one or more of the directors, this will have no effect on the election of those directors, however, directors must receive a majority of the votes cast to be elected (meaning the number of shares voted FOR a director must exceed the number of shares voted Against that director). If you abstain from voting on the amendment to Mosaic's Restated Certificate of Incorporation, approval of The Mosaic Company 2014 Stock and Incentive Plan, appointment of KPMG LLP as our independent registered public accounting firm or the Say-on-Pay Proposal, this likewise will have no effect on those proposals.

How does the Board of Directors recommend that I vote?

We are asking for your vote on the following proposals:

Approval of the amendment to Mosaic's Restated Certificate of Incorporation to declassify the Board;

Election of five directors: Denise C. Johnson, Nancy E. Cooper, James L. Popowich, James T. Prokopanko and Steven M. Seibert;

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Approval of The Mosaic Company 2014 Stock and Incentive Plan;

Ratification of the appointment of KPMG LLP as our independent registered public accounting firm for the year ending December 31, 2014; and

A non-binding Say-on-Pay advisory vote on Mosaic's executive compensation program.

Our Board of Directors recommends that you vote **FOR** the amendment to Mosaic's Restated Certificate of Incorporation to declassify the Board of Directors, **FOR** each of the nominees to the Board of Directors, **FOR** approval of The Mosaic Company 2014 Stock and Incentive Plan; **FOR** the ratification of KPMG LLP as our independent registered public accounting firm for the year ending December 31, 2014, and **FOR** the Say-on-Pay Proposal. We are not aware of any other matters that will be voted on at the 2014 Annual Meeting. However, if any other business properly comes before the meeting, the persons named as proxies for stockholders will vote on those matters in a manner they consider appropriate.

What if I do not specify how I want my shares voted?

If you hold your shares through a stock brokerage account, bank, trust or other nominee, and do not provide voting instructions to your broker, bank, trustee or nominee, your shares will be counted as present at the meeting for purposes of determining a quorum but, in accordance with applicable law and the rules of the NYSE, may not be voted on Proposal No. 1 Amendment of Mosaic's Restated Certificate of Incorporation, Proposal No. 2 Election of Directors, Proposal No. 3 Approval of The Mosaic Company 2014 Stock and Incentive Plan or Proposal No. 4 Say-on-Pay Proposal. Shares for which you do not provide voting instructions may, however, be voted on Proposal No. 5 Ratification of the Appointment of Independent Registered Public Accounting Firm, at the discretion of your broker, bank, trustee or nominee. Broker non-votes will have no effect on the outcome of each of these proposals.

If you vote your shares directly (as opposed to voting through a broker or other intermediary) and do not specify on your proxy card (or when giving your proxy by telephone or the Internet) how you want to vote your shares, we will vote your shares:

FOR the amendment of Mosaic's Restated Certificate of Incorporation to declassify the Board of Directors;

FOR the election of all of the nominees for director;

FOR approval of The Mosaic Company 2014 Stock and Incentive Plan;

FOR the ratification of the appointment of KPMG LLP as our independent registered public accounting firm for year ending December 31, 2014; and

FOR the Say-on-Pay Proposal.

Can I change my vote after submitting my proxy?

Yes. Except as otherwise provided below, you may revoke your proxy and change your vote at any time before your proxy is voted at the 2014 Annual Meeting. If you are a stockholder of record, you may revoke your proxy and change your vote:

if you voted over the telephone or by Internet, by voting again over the telephone or by Internet no later than 11:59 p.m. Eastern time on May 14, 2014;

if you completed and returned a proxy card, by submitting a new proxy card with a later date and returning it prior to the meeting;

by submitting timely written notice of revocation to our Corporate Secretary at the address shown on page 29 of this Proxy Statement;
or

by voting virtually during the meeting at www.virtualshareholdermeeting.com/MOS14.

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Attending the meeting will not revoke your proxy unless you specifically request to revoke it or submit a ballot at the meeting. If you have any questions about the 2014 Annual Meeting or how to vote or revoke your proxy, you should write to The Mosaic Company, Atria Corporate Center, Suite E490, 3033 Campus Drive, Plymouth, Minnesota 55441, Attention: Vice President Investor Relations, or call (763) 577- 8213.

If you are a participant in the Mosaic 401(k) Plan or the Mosaic Union Savings Plan, you may revoke your proxy and change your vote as described above, but only until May 12, 2014. If you hold your shares in street name, contact your broker or other nominee regarding how to revoke your proxy and change your vote.

How can I attend the meeting?

You may be asked to present valid picture identification, such as a driver's license or passport, before being admitted to the meeting. If you hold your shares in street name, you also will need proof of ownership to be admitted to the meeting. A recent brokerage statement or letter from your broker or other nominee are examples of proof of ownership.

Please let us know whether you plan to attend the meeting by responding affirmatively when prompted during telephone or Internet voting or by marking the attendance box on the proxy card.

You may also attend the annual meeting virtually via the Internet by going to www.virtualshareholdermeeting.com/MOS14. Stockholders of record who use their control number (included on your Notice Regarding the Availability of Proxy Materials we mailed to you and on the proxy card, if you requested one be sent to you), will be able to vote electronically during the meeting. If you do not have your control number at the time of the meeting, you will still be able to attend virtually, but you will not be able to vote.

Who pays for the cost of proxy preparation and solicitation?

We pay for the cost of proxy preparation and solicitation, including the reasonable charges and expenses of brokerage firms, banks or other nominees for forwarding proxy materials to street name holders.

We are soliciting proxies primarily by mail and Internet. In addition, our directors, officers and regular employees may solicit proxies by personal interview, telephone or telegrams. These individuals will receive no additional compensation for their services other than their regular salaries.

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APPENDIX A

**PROPOSED AMENDMENT TO ARTICLE VIII TO
THE MOSAIC COMPANY RESTATED CERTIFICATE OF INCORPORATION**

ARTICLE VIII

BOARD OF DIRECTORS

The business of the Corporation shall be managed by or under the direction of the Board of Directors. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Any director may tender his resignation at any time. Subject to any rights of the holders of any series of Preferred Stock, any director may be removed from office at any time, but only for cause and then only by the affirmative vote of the holders of at least a majority of the voting power of the then outstanding Voting Stock (as hereafter defined), voting together as a single class. For purposes of this Restated Certificate of Incorporation, *Voting Stock* shall mean the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors.

The number of directors to constitute the whole Board of Directors shall be established as provided in the bylaws. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, at the annual meeting of stockholders of the Corporation that is held in calendar year 2014 (the 2014 Annual Meeting), the directors whose terms expire at the 2014 Annual Meeting (or such directors successors) will be elected to hold office for a one-year term expiring at the annual meeting of stockholders of the Corporation that is held in calendar year 2015 (the 2015 Annual Meeting); the directors whose terms expire at the 2015 Annual Meeting (or such directors successors), will be elected to hold office for a one-year term expiring at the annual meeting of stockholders of the Corporation that is held in calendar year 2016; and at the 2016 Annual Meeting, and each annual meeting of stockholders of the Corporation thereafter, all directors shall be elected to hold office for a one-year term expiring at the next annual meeting of stockholders of the Corporation. For the avoidance of doubt, each person appointed by the directors of the Corporation or elected by the stockholders of the Corporation to the Board of Directors before the 2014 Annual Meeting will serve for the full term to which he or she was appointed or elected before the 2014 Annual Meeting.

Notwithstanding the foregoing provisions of this section, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

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APPENDIX B

THE MOSAIC COMPANY

2014 STOCK AND INCENTIVE PLAN

Section 1. Purpose

The purpose of the Plan is to promote the interests of the Company and its stockholders by aiding the Company in attracting and retaining employees, officers, consultants, advisors and directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through various stock-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's stockholders.

Section 2. Definitions

As used in the Plan, the following terms shall have the meanings set forth below:

- (a) *Affiliate* shall mean any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company.
- (b) *Award* shall mean any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent, Other Stock Grant or Other Stock-Based Award granted under the Plan.
- (c) *Award Agreement* shall mean any written agreement, contract or other instrument or document evidencing any Award granted under the Plan. An Award Agreement may be in an electronic medium and need not be signed by a representative of the Company or the Participant. Each Award Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee.
- (d) *Board* shall mean the Board of Directors of the Company.
- (e) *Code* shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.
- (f) *Committee* shall mean any committee of Directors designated by the Board to administer the Plan, in whole or in part, which shall initially be the Compensation Committee of the Board or a subcommittee thereof with respect to Eligible Persons and Participants who are employees or officers. The Committee shall be comprised of not less than such number of Directors as shall be required to permit Awards granted under the Plan to qualify under Rule 16b-3, and each member of the Committee shall be a Non-Employee Director within the meaning of Rule 16b-3 and an outside director within the meaning of Section 162(m).
- (g) *Company* shall mean The Mosaic Company, a Delaware corporation, and any successor corporation.
- (h) *Director* shall mean a member of the Board, including any Non-Employee Director.
- (i) *Dividend Equivalent* shall mean any right granted under Section 6(f) of the Plan.
- (j) *Eligible Person* shall mean any employee, officer, Director, consultant, independent contractor or advisor providing services to the Company or any Affiliate who the Committee determines to be an Eligible Person.

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- (k) *Exchange Act* shall mean the Securities Exchange Act of 1934, as amended.
- (l) *Fair Market Value* shall mean, with respect to any property (including any Shares or other securities), the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee. Notwithstanding the foregoing, unless otherwise determined by the Committee, the Fair Market Value of a Share as of a given date shall be the closing price of one Share as reported on the New York Stock Exchange, and any successor securities exchange thereof, or, if the New York Stock Exchange is not the principal trading market for the Shares, such other securities exchange that is the principal trading market for the Shares on such date or, if the applicable securities exchange is not open for trading on such date, on the most recent preceding date when such exchange is open for trading.
- (m) *Incentive Stock Option* shall mean an option granted under Section 6(a) of the Plan that is intended to meet the requirements of Section 422 of the Code or any successor provision.
- (n) *including* shall mean including but not limited to and including without limitation.
- (o) *Non-Employee Director* shall mean any Director who is not also an employee of the Company or an Affiliate within the meaning of Rule 16b-3 and an outside director within the meaning of Section 162(m) of the Code.
- (p) *Non-Qualified Stock Option* shall mean an option granted under Section 6(a) of the Plan that is not an Incentive Stock Option.
- (q) *or* shall include any of the listed items, individually or in any combination.
- (r) *Option* shall mean an Incentive Stock Option or a Non-Qualified Stock Option.
- (s) *Other Stock Grant* shall mean any right granted under Section 6(g) of the Plan.
- (t) *Other Stock-Based Award* shall mean any right granted under Section 6(h) of the Plan.
- (u) *Participant* shall mean an Eligible Person designated to be granted an Award under the Plan.
- (v) *Performance Award* shall mean any right granted under Section 6(d) of the Plan.
- (w) *Performance Goal* shall mean one or more of the following performance goals, or any one or more components thereof, either individually, alternatively or in any combination, applied on a corporate, subsidiary, division, business unit, line of business, product line, product or other basis: revenue (gross or net); cash flow (including free cash flow or cash flow from operating, investing or financing activities) or cash generation; gross profit; earnings (including operating earnings; earnings from consolidated companies; earnings from continuing operations; equity in net earnings of nonconsolidated companies; net earnings including noncontrolling interests; net earnings attributable to the Company; net profit; net operating profit; earnings before interest and taxes (EBIT); earnings before interest, taxes, depreciation, depletion and amortization (EBITDA); any of such measures of earnings as a percentage of other items including net sales, earnings or earnings from continuing operations per share (EPS) (basic or diluted)); margins (including one or more of gross, operating and net income margins); returns (including one or more of return on actual or pro forma assets; net assets; equity; investment; revenue; sales; capital; invested capital; net capital employed; revenue; total stockholder return (TSR); or total business return (TBR)); sales; costs (including cost of goods sold); expenses (including selling, general and administrative expenses); ratios (including price-to-earnings; debt-to-assets; debt-to-net assets; costs per tonne; and ratios regarding liquidity, solvency, fiscal capacity, productivity or risk); budget comparisons; unit volume; stock price; net working capital; value creation; environmental, health, safety or sustainability (EHSS, and including employee or contractor safety (including the OSHA Reportable Injury Frequency Rate or Lost-Time

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Injury Frequency Rate, components thereof or fatalities, for employees or contractors, or the application of such measures to employees or contractors not covered by OSHA rules) or other lagging or leading measures related to EHSS performance); other production or operating metrics; development, implementation or completion of key projects; strategic plan development and implementation; stock price; economic value added (EVA); working capital; market share; market capitalization; cost reductions; workforce satisfaction; diversity; employee retention; employee engagement; and customer satisfaction. Such goals may reflect absolute entity or business unit performance or a relative comparison to the performance of one or more peer groups of entities, indices or other external measures of the selected performance criteria, and may be before or after the effect of taxes (including or excluding discrete items).

Each such Performance Goal may be based (i) solely by reference to absolute results of individual performance or organizational performance at various levels (including the Company's performance or the performance of all or one or more parts of a subsidiary, division, business segment, business unit, line of business, product line or product of the Company or within one or more countries or other geographic areas), or (ii) upon organizational performance relative to the comparable performance of other companies selected by the Committee. The Committee may, when it establishes performance criteria, also provide for the inclusion or exclusion of items, including items related to an event or occurrence, which the Committee determines should appropriately be included or excluded, including the impact of (V) asset-write downs or write-offs (on a cash or non-cash basis), litigation or claim judgments or settlements, extraordinary items, and other unusual or non-recurring items or charges, (W) reorganizations, mergers, acquisitions and divestitures, capital expenditures including construction in progress, investments, restructurings, discontinued operations, capital decisions (including issuances or repurchases of equity or issuances or repayment of indebtedness or other obligations) or other changes in the business, (X) changes in tax laws or regulations, (Y) foreign exchange gains and losses or an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (Z) the effects of tax or accounting changes. To the extent that Section 162(m) or applicable tax and/or securities laws or regulations, or the interpretation thereof, change to, or otherwise, permit Committee discretion to alter the governing performance measures without disclosing to stockholders and obtaining stockholder approval of such changes and without thereby exposing the Company to potentially adverse tax or other legal consequences, the Committee shall have the sole discretion to make such changes without obtaining stockholder approval.

(x) *Person* shall include any individual or entity, including a corporation, partnership, limited liability company, association, joint venture or trust.

(y) *Plan* shall mean The Mosaic Company 2014 Stock and Incentive Plan, as amended from time to time.

(z) *Restricted Stock* shall mean any Share granted under Section 6(c) of the Plan.

(aa) *Restricted Stock Unit* shall mean any unit granted under Section 6(c) of the Plan evidencing the right to receive a Share (or a cash payment equal to the Fair Market Value of a Share) at some future date.

(bb) *Rule 16b-3* shall mean Rule 16b-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any successor rule or regulation.

(cc) *Section 162(m)* shall mean Section 162(m) of the Code, or any successor provision, and the applicable Treasury Regulations promulgated thereunder.

(dd) *Section 409A* shall mean Section 409A of the Code, or any successor provision, and applicable Treasury Regulations and other applicable guidance thereunder.

(ee) *Securities Act* shall mean the Securities Act of 1933, as amended.

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(ff) *Share or Shares* shall mean a share or shares of Common Stock, \$0.01 par value per share, of the Company (or such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(c) of the Plan), provided that such class is listed on a securities exchange.

(gg) *Specified Employee* shall mean a specified employee as defined in Section 409A(a)(2)(B) of the Code or applicable proposed or final regulations under Section 409A, determined in accordance with procedures established by the Company and applied uniformly with respect to all plans maintained by the Company that are subject to Section 409A.

(hh) *Stock Appreciation Right* shall mean any right granted under Section 6(b) of the Plan.

Section 3. Administration

(a) **Power and Authority of the Committee.** The Plan shall be administered by the Committee. Subject to the express provisions of the Plan and to applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or the method by which payments or other rights are to be determined in connection with) each Award; (iv) determine the terms and conditions of any Award or Award Agreement; (v) amend the terms and conditions of any Award or Award Agreement; (vi) accelerate the exercisability of any Award or the lapse of any restrictions relating to any Award, (vii) determine whether, to what extent and under what circumstances Awards may be exercised in cash, Shares, promissory notes (*provided, however*, that the par value of any Shares to be issued pursuant to such exercise shall be paid in the form of cash, services rendered, personal property, real property or a combination thereof, and *provided, further*, that the acceptance of such promissory notes does not conflict with Section 402 of the Sarbanes-Oxley Act of 2002), other securities, other Awards or other property, or canceled, forfeited or suspended; (viii) determine whether, to what extent and under what circumstances cash, Shares, promissory notes, other securities, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or the Committee (*provided, however*, that the par value of any Shares and Restricted Stock shall be paid in the form of cash, services rendered, personal property, real property or a combination thereof prior to their issuance); (ix) interpret and administer the Plan and any instrument or agreement, including an Award Agreement, relating to the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) delegate authority under the Plan; (xii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan; and (xiii) adopt such modifications, rules, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of non-U.S. jurisdictions in which the Company or an Affiliate may operate, including establishing any special rules for Affiliates, Eligible Persons or Participants located in any particular country, in order to meet the objectives of the Plan and to ensure the viability of the intended benefits of Awards granted to Participants located in such non-U.S. jurisdictions. Unless otherwise expressly provided in the Plan, all actions taken and all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award or Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon any Eligible Person or Participant, any holder or beneficiary of any Award or Award Agreement, and any employee of the Company or any Affiliate.

(b) **Power and Authority of the Board.** Notwithstanding anything to the contrary contained herein, the Board may, at any time and from time to time, without any further action of the Committee, exercise the powers and duties of the Committee under the Plan.

Section 4. Shares Available for Awards

(a) **Shares Available.** Subject to adjustment as provided in Section 4(c) of the Plan, the aggregate number of Shares that may be issued under all Awards under the Plan shall be 25,000,000. Shares to be issued under the

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Plan may be either authorized but unissued Shares or Shares re-acquired and held in treasury. Notwithstanding the foregoing, the number of Shares available for granting Incentive Stock Options under the Plan shall not exceed 25,000,000, subject to adjustment as provided in Section 4(c) of the Plan and subject to the provisions of Sections 422 or 424 of the Code or any successor provision.

(b) Accounting for Awards. For purposes of this Section 4, (i) with respect to a Stock Appreciation Right that is to be settled in Shares, on the date of grant, the aggregate number of Shares for which the Stock Appreciation Right may be exercised shall be counted against the number of Shares available for Awards under the Plan, without regard to the number of actual Shares issued or delivered upon settlement; (ii) with respect to a Performance Award (other than an Option or Stock Appreciation Right) that is to be settled in Shares, or Restricted Stock or a Restricted Stock Unit, on the date Shares are issued or delivered to the Participant upon settlement of the Award, the number of Shares so issued or delivered shall be counted as two Shares against the number of Shares available for Awards under the Plan; and (iii) with respect to any other form of Award (including an Option) that entitles the holder thereof to receive or purchase Shares, on the date of grant, the number of Shares covered by such Award or to which such Award relates shall be counted against the number of Shares available for Awards under the Plan. Awards that do not entitle the holder thereof to receive or purchase Shares shall not be counted against the aggregate number of Shares available for Awards under the Plan.

If any Shares covered by an Award or to which an Award relates and which have been counted against the number of Shares available for Awards under the Plan are not purchased or acquired, or if any are forfeited or are reacquired by the Company (including Shares of Restricted Stock, whether or not dividends have been paid on such Shares), or to the extent an Award otherwise terminates or is cancelled without delivery of the full number of Shares covered by such Award or to which such Award relates (collectively, Unacquired Shares), then such Unacquired Shares shall again be available for granting Awards under the Plan. Notwithstanding anything to the contrary in this Section 4, the following Shares will not again become available for issuance under the Plan: (i) any Shares which would have been issued upon any exercise of an Option but for the fact that the exercise price was paid by a net exercise pursuant to Section 6(a)(iv) or any Shares tendered in payment of the exercise price of an Option; (ii) any Shares withheld by the Company or Shares tendered to satisfy any tax withholding obligation with respect to an Option or a Stock Appreciation Right; or (iii) Shares covered by a Stock Appreciation Right issued under the Plan that are not issued in connection with settlement in Shares upon exercise. For the avoidance of doubt, Shares that are repurchased by the Company using Option exercise proceeds shall not be added to or increase the number of Shares available to be issued under the Plan.

(c) Adjustments. In the event that any dividend (other than a regular cash dividend) or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, make such adjustment, which may include any one or more of adjustments to (i) the number and type of Shares (or other securities or other property) that thereafter may be made the subject of Awards, (ii) the number and type of Shares (or other securities or other property) subject to outstanding Awards, (iii) the purchase price or exercise price with respect to any Award and (iv) the limitations contained in Section 4(d)(i) below; *provided, however*, that the number of Shares covered by any Award or to which such Award relates shall always be a whole number. Such adjustment shall be made by the Committee or the Board, whose determination in that respect shall be final, binding and conclusive.

(d) Award Limitations Under the Plan.

- (i) Individual Limitation for Awards Denominated in Shares. No Eligible Person may be granted any Award or Awards denominated in Shares, for more than 1,000,000 Shares (subject to adjustment as provided for in Section 4(c) of the Plan), in the aggregate in any calendar year. This limitation contained

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in this Section 4(d)(i) does not apply to any Award or Awards subject to the limitations contained in Section 4(d)(ii) or Section 4(d)(iii).

- (ii) Individual Limitation for Performance Awards for Performance Periods Longer than Twelve Months Denominated in Cash. The maximum amount payable pursuant to all Performance Awards for performance periods longer than twelve months denominated in cash to any Participant in the aggregate in any taxable year shall be \$7,000,000 in value, whether payable in cash, Shares or other property. This limitation contained in this Section 4(d)(ii) does not apply to any Award or Awards subject to the limitations contained in Section 4(d)(i) or Section 4(d)(iii).
- (iii) Individual Limitation for Performance Awards for Performance Periods of Twelve Months or Less Denominated in Cash. The maximum amount payable pursuant to all Performance Awards for performance periods of twelve months or less denominated in cash to any Participant in the aggregate in any taxable year shall be \$7,000,000 in value, whether payable in cash, Shares or other property. This limitation contained in this Section 4(d)(iii) does not apply to any Award or Awards subject to the limitations contained in Section 4(d)(i) or Section 4(d)(ii).

The limitation contained in this Section 4(d) shall apply only with respect to any Award or Awards granted under this Plan, and any limitations on awards granted under any other incentive plan will be governed solely by the terms of such other plan.

Section 5. Eligibility

Any Eligible Person shall be eligible to be designated as a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company or such other factors as the Committee, in its discretion, shall deem relevant. Notwithstanding the foregoing, an Incentive Stock Option may only be granted to full-time or part-time employees (which term as used herein includes, without limitation, officers and Directors who are also employees), and an Incentive Stock Option shall not be granted to an employee of an Affiliate unless such Affiliate is also a subsidiary corporation of the Company within the meaning of Section 424(f) of the Code or any successor provision.

Section 6. Awards

(a) Options. The Committee is hereby authorized to grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

- (i) Exercise Price. The purchase price per Share purchasable under an Option shall be determined by the Committee; *provided, however*, that such purchase price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option; *provided, further*, that the Committee may designate a per share purchase price below Fair Market Value on the date of grant if the Option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company or an Affiliate.
- (ii) Option Term. The term of each Option shall be fixed by the Committee at the date of grant, but shall not be longer than 10 years from the date of grant.
- (iii) Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms including cash, Shares (actually or by attestation), promissory notes (*provided, however*, that the par value of any Shares to be issued pursuant to such exercise shall be paid in the form of cash, services rendered, personal property, real property or a combination thereof, and *provided, further*, that the acceptance of such promissory notes does not conflict with Section 402 of the Sarbanes-Oxley Act of

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2002), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

- (iv) Net Exercises. The Committee may, in its discretion, permit an Option to be exercised by delivering to the Participant a number of Shares having an aggregate Fair Market Value (determined as of the date of exercise) equal to the excess, if positive, of the Fair Market Value of the Shares underlying the Option being exercised on the date of exercise, over the exercise price of the Option for such Shares.

- (v) Incentive Stock Options. Notwithstanding anything in the Plan to the contrary, the following additional provisions shall apply to the grant of stock options which are intended to qualify as Incentive Stock Options:
 - (A) The Committee will not grant Incentive Stock Options in which the aggregate Fair Market Value (determined as of the time the Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year (under this Plan and all other plans of the Company and its Affiliates) shall exceed \$100,000.

 - (B) All Incentive Stock Options must be granted within ten years from the earlier of the date on which this Plan was adopted by the Board or the date this Plan was approved by the stockholders of the Company.

 - (C) Unless sooner exercised, all Incentive Stock Options shall expire and no longer be exercisable no later than 10 years after the date of grant; *provided, however*, that in the case of a grant of an Incentive Stock Option to a Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, such Incentive Stock Option shall expire and no longer be exercisable no later than five years from the date of grant.

 - (D) The purchase price per Share for an Incentive Stock Option shall be not less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option; *provided, however*, that, in the case of the grant of an Incentive Stock Option to a Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, the purchase price per Share purchasable under an Incentive Stock Option shall be not less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.

 - (E) Any Incentive Stock Option authorized under the Plan shall contain such other provisions as the Committee shall deem advisable, but shall in all events be consistent with and contain all provisions required in order to qualify the Option as an Incentive Stock Option.

- (b) Stock Appreciation Rights. The Committee is hereby authorized to grant Stock Appreciation Rights to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine. A Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive, upon exercise thereof, as determined by the Committee, cash or a number of Shares equal to the excess of (i) the Fair Market Value of one Share on the date of exercise (or, if the Committee shall so determine, at any time during a specified period before or after the date of exercise) over (ii) the grant price of the Stock Appreciation Right as specified by the Committee, which price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right; *provided, however*, that the Committee may designate a per share grant price below Fair Market Value on the date of grant if the Stock Appreciation Right is granted in substitution for a stock appreciation right previously granted by an entity that is acquired by or merged with the Company or an Affiliate. Subject to the terms of the Plan, the grant price, term, methods of exercise, dates of exercise, methods of settlement and any other terms and conditions of any Stock Appreciation Right shall be as determined by the

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Committee (except that the term of each Stock Appreciation Right shall be subject to the term limitation in Section 6(a)(ii) above applicable to Options). The Committee may impose such other conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

(c) Restricted Stock and Restricted Stock Units. The Committee is hereby authorized to grant Restricted Stock and Restricted Stock Units to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Restrictions. Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate.

(ii) Issuance and Delivery of Shares. Any Restricted Stock granted under the Plan shall be issued at the time such Awards are granted and may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company or held in nominee name by the stock transfer agent, brokerage service or other Person selected by the Company to provide such services for the Plan. Such certificate or certificates shall be registered in the name of the Participant and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. Shares representing Restricted Stock that are no longer subject to restrictions shall be delivered (including by updating the book-entry registration) to the Participant promptly after the applicable restrictions lapse or are waived. In the case of Restricted Stock Units, no Shares shall be issued at the time such Awards are granted. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Shares, such Shares shall be issued and delivered to the holder of the Restricted Stock Units.

(iii) Forfeiture. Except as otherwise determined by the Committee, upon a Participant's termination of employment or resignation or removal as a Director (in either case, as determined under criteria established by the Committee) during the applicable restriction period, all Shares of Restricted Stock and all Restricted Stock Units held by such Participant at such time shall be forfeited and reacquired by the Company; *provided, however*, that the Committee may waive in whole or in part any or all remaining restrictions with respect to Shares of Restricted Stock or Restricted Stock Units (including in the event of the Participant's death, disability or retirement).

(d) Performance Awards. The Committee is hereby authorized to grant to Eligible Persons Performance Awards, including Performance Awards that are intended to satisfy the requirements for qualified performance-based compensation within the meaning of Section 162(m). A Performance Award granted under the Plan (i) may be denominated or payable in cash, Shares (including Restricted Stock or Restricted Stock Units), other securities, other Awards or other property and (ii) shall confer on the holder thereof the right to receive payments, in whole or in part, upon the achievement of one or more objective Performance Goals during such performance periods as the Committee shall establish. Subject to the terms of the Plan, the Performance Goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted, the amount of any payment or transfer to be made pursuant to any Performance Award and any other terms and conditions of any Performance Award shall be determined by the Committee. The Committee shall also certify in writing that such Performance Goals have been met prior to payment of the Performance Awards to the extent required by Section 162(m).

(e) Timing of Designations; Duration of Performance Periods. For each Performance Award, the Committee shall, not later than 90 days after the beginning of each performance period, (i) designate all Participants for such performance period and (ii) establish the objective performance factors for each Participant for that performance

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period on the basis of one or more of the Performance Goals, the outcome of which is substantially uncertain at the time the Committee actually establishes the Performance Goal. The Committee shall have sole discretion to determine the applicable performance period, provided that in the case of a performance period less than 12 months, in no event shall a performance goal be considered to be pre-established if it is established after 25% of the performance period (as scheduled in good faith at the time the Performance Goal is established) has elapsed.

(f) Dividend Equivalents. The Committee is hereby authorized to grant Dividend Equivalents to Eligible Persons under which the Participant shall be entitled to receive payments (in cash, Shares, other securities, other Awards or other property as determined in the discretion of the Committee) equivalent to the amount of cash dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Committee. Subject to the terms of the Plan and any applicable Award Agreement, such Dividend Equivalents may have such terms and conditions as the Committee shall determine. Notwithstanding the foregoing, (i) subject to Section 4(c), the Committee may not grant Dividend Equivalents to Eligible Persons in connection with grants of Options or Stock Appreciation Rights to such Eligible Persons, and (ii) no Dividend Equivalent payments shall be made to a Participant with respect to any Award prior to the date on which all conditions or restrictions relating to such Award (or portion thereof to which the Dividend Equivalent relates) have been satisfied, waived or lapsed.

(g) Other Stock Grants. The Committee is hereby authorized, subject to the terms of the Plan, to grant to Eligible Persons Shares without restrictions thereon as are deemed by the Committee to be consistent with the purpose of the Plan. Subject to the terms of the Plan and any applicable Award Agreement, such Other Stock Grant may have such terms and conditions as the Committee shall determine.

(h) Other Stock-Based Awards. The Committee is hereby authorized to grant to Eligible Persons, subject to the terms of the Plan, such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including securities convertible into Shares), as are deemed by the Committee to be consistent with the purpose of the Plan. The Committee shall determine the other terms and conditions of such Awards, subject to the terms of the Plan. Shares or other securities delivered pursuant to a purchase right granted under this Section 6(h) shall be purchased for consideration having a value equal to at least 100% of the Fair Market Value of such Shares or other securities on the date the purchase right is granted. The consideration paid by the Participant may be paid by such method or methods and in such form or forms, including cash, Shares, promissory notes (*provided, however*, that the par value of any Shares to be issued pursuant to such exercise shall be paid in the form of cash, services rendered, personal property, real property or a combination thereof, and *provided, further*, that the acceptance of such promissory notes does not conflict with Section 402 of the Sarbanes-Oxley Act of 2002), other securities, other Awards or other property or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, shall not be less than 100% of the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

(i) General.

- (i) Consideration for Awards. Awards may be granted for no cash consideration or for any cash or other consideration as may be determined by the Committee or required by applicable law.
- (ii) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with or in substitution for any other Award or any award granted under any other plan or arrangement of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or in addition to or in tandem with awards granted under any other plan or arrangement of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.
- (iii) Forms of Payment under Awards. Subject to the terms of the Plan and of any applicable Award Agreement, payments or transfers to be made by the Company or an Affiliate upon the grant, exercise or

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payment of an Award may be made in such form or forms as the Committee shall determine (including cash, Shares, promissory notes (*provided, however*, that the acceptance of such promissory notes does not conflict with Section 402 of the Sarbanes-Oxley Act of 2002), other securities, other Awards or other property or any combination thereof), and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents with respect to installment or deferred payments.

- (iv) **Limits on Transfer of Awards.** No Award and no right under any such Award shall be transferable by a Participant other than by will or by the laws of descent and distribution and the Company shall not be required to recognize any attempted assignment of such rights by any Participant. Notwithstanding the foregoing, the Committee may allow a Participant to (i) designate a beneficiary or beneficiaries to exercise the rights of the Participant and receive any property distributable with respect to any Award upon the death of the Participant, (ii) transfer a Non-Qualified Stock Option to any Family Member (as such term is defined in the General Instructions to Form S-8, or any successor to such Instructions or such Form, under the Securities Act) at any time that such Participant holds such Option; provided, however, that such transfer may not be for value (as such term is defined in the General Instructions to Form S-8, or any successor to such Instructions or such Form, under the Securities Act), the family member may not make any subsequent transfers other than by will or by the laws of descent and distribution, and the Company receives written notice of such transfer, or (iii) transfer an Award under other circumstances determined by the Committee. Except as otherwise determined by the Committee, each Award or right under any such Award shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. Except as otherwise determined by the Committee, no Award or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or other encumbrance thereof shall be void and unenforceable against the Company or any Affiliate. No Incentive Stock Option shall be transferable by a Participant other than by will or by the laws of descent and distribution.
- (v) **Restrictions.** All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such restrictions as the Committee may deem advisable under the Plan, applicable federal or state securities laws and regulatory requirements, and the Committee may cause appropriate entries to be made with respect to, or legends to be placed on the certificates for, such Shares or other securities to reflect such restrictions. The Company shall not be required to deliver any Shares or other securities covered by an Award unless and until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.
- (vi) **Prohibition on Option and Stock Appreciation Right Repricing.** Except as provided in Section 4(c) hereof, the Committee may not, without prior approval of the Company's stockholders, seek to effect any re-pricing of any previously granted underwater Option or Stock Appreciation Right by: (i) amending or modifying the terms of the Option or Stock Appreciation Right to lower the exercise price; (ii) canceling the underwater Option and granting either (A) replacement Options or Stock Appreciation Rights having a lower exercise price; or (B) Restricted Stock, Restricted Stock Units or Performance Award in exchange; or (iii) repurchasing the underwater Options or Stock Appreciation Rights. An Option or Stock Appreciation Right will be deemed to be underwater at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price.
- (vii) **Section 409A Provisions.** Notwithstanding anything in the Plan or any Award Agreement to the contrary, to the extent that any amount or benefit that constitutes deferred compensation to a Participant under Section 409A and applicable guidance thereunder is otherwise payable or distributable to a Participant under the Plan or any Award Agreement solely by reason of the occurrence of a change in control or due to the Participant's disability or separation from service (as such term is defined

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under Section 409A), such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless the Committee determines in good faith that (i) the circumstances giving rise to such change in control, disability or separation from service meet the definition of a change in ownership or effective control, disability, or separation from service, as the case may be, in Section 409A(a)(2)(A) of the Code and applicable proposed or final regulations, or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A by reason of the short-term deferral exemption or otherwise. Any payment or distribution that otherwise would be made to a Participant who is a Specified Employee (as determined by the Committee in good faith) on account of separation from service may not be made before the date which is six months after the date of the Specified Employee's separation from service (or if earlier, upon the Specified Employee's death) unless the payment or distribution is exempt from the application of Section 409A by reason of the short-term deferral exemption or otherwise.

Section 7. Amendment and Termination; Corrections

(a) Amendments to the Plan and Awards. The Board may from time to time amend, suspend or terminate this Plan, and the Committee may amend the terms of any previously granted Award, provided that no amendment to the terms of any previously granted Award may, except as expressly provided in the Plan or the applicable Award Agreement, or with the written consent of the Participant or holder thereof, adversely alter or impair the terms or conditions of the Award previously granted to a Participant under this Plan. Any amendment to this Plan, or to the terms of any Award previously granted, is subject to compliance with all applicable laws, rules, regulations and policies of any applicable governmental entity or securities exchange, including receipt of any required approval from the governmental entity or stock exchange. For greater certainty and without limiting the foregoing, the Board may amend, suspend, terminate or discontinue the Plan, and the Committee may amend or alter any previously granted Award, as applicable, without obtaining the approval of stockholders of the Company in order to:

- (i) amend the eligibility for, and limitations or conditions imposed upon, participation in the Plan;
- (ii) amend any terms relating to the granting or exercise of Awards, including terms relating to the amount and payment of the exercise price, or the vesting, expiry, assignment or adjustment of Awards, or otherwise waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively;
- (iii) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange (including amendments to Awards necessary or desirable to avoid any adverse tax results under Section 409A, and no action taken to comply with Section 409A shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof); or
- (iv) amend any terms relating to the administration of the Plan, including the terms of any administrative guidelines or other rules related to the Plan.

For greater certainty and without limiting the foregoing, prior approval of the stockholders of the Company shall be required for any amendment to the Plan or an Award that would:

- (v) require stockholder approval under applicable rules or regulations of the Securities and Exchange Commission, the New York Stock Exchange or any other securities exchange;
- (vi) increase the number of Shares authorized under the Plan as specified in Section 4(a) of the Plan;
- (vii) modify the limitations contained in Section 4(d) of the Plan;
- (viii) permit any repricing of Options or Stock Appreciation Rights that is currently prohibited by Section 6(i)(vi) of the Plan;

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- (ix) permit the award of Options or Stock Appreciation Rights at a price less than 100% of the Fair Market Value of a Share on the date of grant of such Option or Stock Appreciation Right, contrary to the provisions of Section 6(a) and Section 6(b) of the Plan; or

 - (x) cause the Company to be unable to grant Incentive Stock Options under the Plan, or would cause Section 162(m) to become unavailable with respect to the Plan.
- (b) **Corporate Transactions**. In the event of any reorganization, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Shares or other securities of the Company, change in control or any other similar corporate transaction or event involving the Company (or in the event the Company shall enter into a written agreement to undergo such a transaction or event), the Committee may, in its sole discretion, provide for any of the following, to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, provided that the consummation of the event subsequently occurs):
- (i) termination of any or all outstanding Awards, whether or not vested, in exchange for, or replacement of such Award with an amount of cash and/or other rights or property, if any, with a value equal to that of the terminated or replaced award;

 - (ii) that any or all outstanding Awards be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices; or

 - (iii) that any or all outstanding Awards shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement.
- (c) **Correction of Defects, Omissions and Inconsistencies**. The Committee may, without prior approval of the stockholders of the Company, correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the Plan.

Section 8. Income Tax Withholding

In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant. In order to assist a Participant in paying all or a portion of the applicable taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (i) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes or (ii) delivering to the Company Shares other than Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

Section 9. General Provisions

(a) **No Rights to Awards**. No Eligible Person, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Persons, Participants or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.

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(b) **Award Agreements**. The terms and conditions of Awards under the Plan may be set forth in whole or in part in written Award Agreements from the Company to the Participant, to the extent specified by the Committee. Each Award Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee. An Award Agreement need not be signed by a representative of the Company or by a Participant unless required by the Committee.

(c) **Plan Provisions Control**. In the event that any provision of an Award Agreement conflicts with or is inconsistent in any respect with the terms of the Plan as set forth herein or subsequently amended, the terms of the Plan shall control.

(d) **No Rights of Stockholders**. Neither a Participant nor the Participant's legal representative shall be, or have any of the rights and privileges of, a stockholder of the Company with respect to any Shares issuable upon the exercise or payment of any Award, in whole or in part, unless and until such Shares have been issued (subject to such conditions and restrictions as the Committee may impose).

(e) **No Limit on Other Compensation Arrangements**. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation plans or arrangements, and such plans or arrangements may be either generally applicable or applicable only in specific cases.

(f) **No Right to Employment**. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ, or as giving a Director of the Company or an Affiliate the right to continue as a Director or an Affiliate of the Company or any Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate such employment at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment, or terminate the term of a Director of the Company or an Affiliate, free from any liability or any claim under the Plan or any Award, unless otherwise expressly provided in the Plan or in any Award Agreement. Nothing in this Plan shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, each Participant shall be deemed to have accepted all the conditions of the Plan and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(g) **Governing Law**. The internal law, and not the law of conflicts, of the State of Delaware shall govern all questions concerning the validity, construction and effect of the Plan or any Award, and any rules and regulations relating to the Plan or any Award. Unless otherwise provided in the Award Agreement, recipients of an Award under the Plan are deemed to submit to the nonexclusive jurisdiction and venue of the federal or state courts of Delaware, to resolve any and all issues that may arise out of or relate to the Plan or any related Award Agreement.

(h) **Severability**. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction or Award, and the remainder of the Plan or any such Award shall remain in full force and effect.

(i) **No Trust or Fund Created**. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or

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any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(j) **Other Benefits.** No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation or benefits under any pension, retirement, savings, profit sharing, group insurance, disability, severance, termination pay, welfare or other benefit plan of the Company, unless required by law or otherwise provided by such other plan.

(k) **No Fractional Shares.** No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash shall be paid in lieu of any fractional Share or whether such fractional Share or any rights thereto shall be canceled, terminated or otherwise eliminated.

(l) **Headings.** Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(m) **Forfeiture for Misconduct.** With respect to each Award, if fraudulent or intentional misconduct contributes to the need for a material restatement of all or a portion of the Company's financial statements filed with the SEC or otherwise contributes to the use of inaccurate metrics to determine the amount of any Award or the amount of any incentive compensation that was paid to or earned by any Participant under the Plan (including any profit from the sale of stock that was the subject of an Award) or accrued by the Company in respect of any Award, in addition to any other disciplinary or other action available to the Company under any agreement, Company policy including its Code of Business Conduct and Ethics for Directors, Officers and Employees, applicable law or otherwise, the Board, upon the recommendation of the Committee, may require any Participant to forfeit any Award made to, and/or reimburse the Company the amount of any incentive compensation paid to, or received or earned by, such Participant or accrued by the Company in connection with any Award, provided that such Participant either knowingly or grossly negligently engaged in such misconduct, or grossly negligently failed to prevent such misconduct, if in any such case the amount of such Award or incentive compensation was greater than it would have been absent the misconduct.

(n) **Employees Based Outside of the United States.** Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company or its Affiliates operate or have Eligible Persons, the Committee, in its sole discretion, shall have the power and authority to:

- (i) determine which Affiliates shall be covered by the Plan;
- (ii) determine which Eligible Persons outside the United States are eligible to participate in the Plan;
- (iii) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 9(n) by the Committee shall be attached to this Plan document as appendices; and
- (iv) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals.

Section 10. Effective Date of the Plan

The Plan was adopted by the Board on March 11, 2014. The Plan shall be subject to approval by the stockholders of the Company at the annual meeting of stockholders of the Company to be held on May 15, 2014, and the Plan shall be effective as of the date of such stockholder approval.

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Section 11. Term of the Plan

No Award shall be granted under the Plan, and the Plan shall terminate, on May 15, 2024 or any earlier date of discontinuation or termination established pursuant to Section 7(a) of the Plan. In all events, no Performance Award shall be granted under the Plan after the fifth year following the year in which stockholders approved the Performance Goals unless and until the Performance Goals are re-approved by the stockholders. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such dates, and the authority of the Committee provided for hereunder with respect to the Plan and any Awards, and the authority of the Board to amend the Plan, shall extend beyond the termination of the Plan.

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Table of Contents**APPENDIX C****LIST OF COMPANIES INCLUDED IN****THIRD-PARTY GENERAL INDUSTRY AND CHEMICAL AND MINING INDUSTRIES****SURVEY DATA****2012 Mercer Benchmark Database Executive Compensation Survey**

Greater Than \$5 Billion Revenue Sample

7-Eleven, Inc.	Federal-Mogul Corporation	Parker Hannifin Corporation
Abbott Laboratories	FedEx Corporation	Peabody Energy Corporation
AECOM Technology Corporation	Ferguson Enterprises, Inc.	Pearson Education
Aetna, Inc.	Fidelity National Information Services	Philip Morris International, Inc.
Aflac Incorporated	Fifth Third Bancorp	Phillips-Van Heusen Corporation
Allergan, Inc.	FirstEnergy Corporation	Pitney Bowes, Inc.
Altria	FirstGroup America	PPG Industries, Inc.
American Express	Fluor Corporation	PPL Corporation
American International Group, Inc.	Foot Locker, Inc.	Praxair, Inc.
Amerigroup Corporation	Fox Networks Group	Principal Financial Group
Ameriprise Financial	Fresenius Medical Care NA	Progressive Corporation
APL Ltd.	GEICO	QBE The Americas
Arrow Electronics, Inc.	General Dynamics Corporation	QVC, Inc.
Automatic Data Processing (ADP)	General Dynamics Information Technology (GDIT)	Regions Financial Corporation
AutoNation, Inc.	General Mills, Inc.	Reynolds American, Inc.
AutoZone, Inc.	General Motors	Ricoh Americas Corporation
Avery Dennison Corporation	Genuine Parts	Rite Aid Corporation
Avis Budget Group Inc.	Genworth Financial	Rockwell Automation, Inc.
Aviva USA	GKN America Corporation	Royal Caribbean Cruises Ltd.
Avon Products, Inc.	GKN Driveline	RR Donnelley & Sons
AXA Equitable	Goodrich Corporation	Ryder Systems, Inc.
Ball Corporation	Halliburton Company	Samsung Telecommunications America
Baxter International Inc.	Harley-Davidson, Inc.	Schlumberger Limited Schlumberger Oilfield Services
Best Buy Company, Inc.	HCA	Science Applications International Corporation (SAIC)
Big Lots, Inc.	Health Net, Inc.	Siemens Corporation
BMW Financial Services NA, LLC	HollyFrontier Corporation	Sodexo USA
BMW of North America, LLC	Hormel Foods Corporation	Southern Company
Branch Banking & Trust Company	Humana, Inc.	Southwest Airlines
Cablevision Systems Corporation	Illinois Tool Works	Spectra Energy Corp.
Campbell Soup Company	ING North America Insurance Corporation	SPX Corporation
Capital One Financial Corp.	Financial Services	Staples, Inc.
Cardinal Health, Inc.	Ingram Micro, Inc.	Stryker Corporation
CarMax, Inc.	Insight	SuperValu
Celestica	International Paper Company	Target Corporation
CenterPoint Energy	Interpublic Group of Companies	TE Connectivity
CenturyLink	J. C. Penney Company, Inc.	Tenet Healthcare Corporation
CHS Inc.	Jabil Circuit, Inc.	Textron Inc.
Citi Citi North America, Operations & Technology	Jacobs Engineering Group, Inc.	The Allstate Corporation
CNA Financial Corporation	John Hancock Financial Services, Inc.	The Chubb Corporation
CNH America LLC	Johnson Controls, Inc.	The Coca-Cola Company
	KBR, Inc.	
	Kellogg Company	
	Kelly Services Inc.	

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Colgate-Palmolive Company	Kimberly-Clark Corporation	The Hershey Company
Comcast Corporation	Kindred Healthcare, Inc.	The Hertz Corporation
Community Health Systems	Kohl's Corporation	The Nielsen Company
Compass Group North America	Laboratory Corporation of America	The Pantry, Inc.
Computer Sciences Corporation	Limited Brands, Inc.	The Sherwin-Williams Company
Con-way Inc.	Lorillard Inc.	The TJX Companies, Inc.
Corn Products	Lubrizol Corporation	The Travelers Companies, Inc.
Corning, Inc.	Macy's, Inc.	The Walt Disney Company
Coventry Health Care, Inc.	Manpower, Inc.	The Williams Companies, Inc.
Cummins, Inc.	Marriott International	Thermo Fisher Scientific, Inc.
CVS Caremark	Marsh & McLennan Companies, Inc.	Time Warner Cable
Darden Restaurants, Inc.	MasterCard Incorporated	Transocean, Inc.
Dassault Falcon Jet Corporation	McDonald's Corporation	Turner Broadcasting System, Inc.
Dean Foods Company	MeadWestvaco Corporation	United Parcel Service
Deere & Company	Medtronic, Inc.	United States Steel Corporation
Delhaize America	Mercedes-Benz USA	United Stationers Supply Company
Devon Energy	MetLife	UnitedHealth Group
Dick's Sporting Goods	Michelin North America, Inc.	Universal Health Services, Inc.
DISH Network Corp.	Mitsui & Co. (USA), Inc.	UNUM Group
Dole Food Company, Inc.	Mohawk Industries Inc.	US Bancorp
Dollar General Corporation	Monsanto Company	Valero Energy Corporation
Dollar Tree, Inc.	Mylan Inc.	Visteon Corporation
Dominion Resources, Inc.	Navistar, Inc.	Wal-Mart Stores, Inc.
Domtar Corporation	Nestlé USA, Inc.	Waste Management, Inc.
Dover Corporation	NextEra Energy, Inc.	WellCare Health Plans
Dr. Pepper Snapple Group	Norfolk Southern Corporation	WellPoint, Inc.
Duke Energy Corporation	Novartis Pharmaceuticals	Wells Fargo & Company
Ecolab	Novelis	WESCO International, Inc.
EMCOR Group, Inc.	NuStar Energy LP	Western Digital
Enterprise Products Partners L.P.	O'Reilly Auto Parts, Inc.	Whole Foods Market, Inc.
EOG Resources, Inc.	Office Depot	Xcel Energy Inc.
Estee Lauder Companies, Inc.	OfficeMax Incorporated	Yamaha Corporation of America
Exelis Inc.	Omnicare, Inc.	Zimmer Holdings, Inc. Zimmer Dental
Exelon Corporation	Owens Corning	Zimmer Holdings, Inc. Zimmer Spine
Express Scripts, Inc.	PACCAR	Zurich North America
	Pacific Gas & Electric Company	Zurich North America Farmers Insurance Group

Table of Contents**2012 Hay Executive Survey**

Total Sample Data

24 Hour Fitness		DSM Resins	DSM Nutritional Products	New York & Company
3M		DSM Resins	DSM Services USA	New Zealand Consulate
7-Eleven		DSW		Newark InOne
Abercrombie & Fitch		Duraline		NewMarket
Abercrombie & Fitch	abercrombie	Dyno Nobel		Nexen Petroleum
Abercrombie & Fitch	abercrombie	E. I. du Pont de Nemours		Nitto Denko America Permacel Automotive
Outlets				
Abercrombie & Fitch	Gilly Hicks	EADS North America		Nordstrom
Abercrombie & Fitch	Gilly Hicks	Eagle Ottawa		Nordstrom Nordstrom Direct
Outlets				
Abercrombie & Fitch	Hollister	Eastman Chemical		Nordstrom Nordstrom Rack
Abercrombie & Fitch	Hollister Outlets	Eaton		NORFALCO
Abercrombie & Fitch	Outlets	Elevance Renewable Sciences		North American Breweries
Academy Sports & Outdoors		Elliott		NOVA Chemicals
Ace Hardware		Embraer		Noven Pharmaceuticals
Aceto		EMD Serono		Novo Nordisk
Advance Auto Parts		Endo Pharmaceuticals		Novo Nordisk Inc
Afren		EnerSys		Nutreco Holding Trouw Nutrition USA
Afton Chemical		ENI Group		Nyrstar Tennessee Mines
AGC Chemicals Americas, Inc.		Eni US Operating		Oasis Petroleum
Agrana		EPL Oil & Gas		Occidental Petroleum Occidental Chemical
Ahold USA		Eramet Marietta		OCI Enterprises
Ahold USA	Giant Food Stores	Ethyl		Octapharma
Ahold USA	Stop & Shop Supermarket	Evonik Degussa		Octapharma Octapharma Plasma
Ainsworth Pet Nutrition		EXCO Resources		Odfjell USA
Air Liquide America		Express		Office Depot
Air Products & Chemicals		Faconnable		OfficeMax
AK Steel Corporation		Family Dollar		Olam Americas
Akzo Nobel		Farmland Foods		Omron Management Center of America
Akzo Nobel	Automotive and Aerospace	FedEx		Openlands
Coatings				
Akzo Nobel	Deco Paints	FedEx	FedEx Express	Orion Engineered Carbons, LLC
Akzo Nobel	Functional Chemicals	FedEx	FedEx Office and Print Services	Outotec Oyj
Akzo Nobel	Industrial Coatings	FedEx	FedEx Supply Chain	Owens-Illinois
Akzo Nobel	Marine and Protective	FedEx	Corporate Services	Pantry
Coatings				
Akzo Nobel	Powder Coatings	Ferrero USA		Park District Management Association
Akzo Nobel	Pulp & Paper Chemicals	Ferro		Payless ShoeSource
Akzo Nobel	Surface Chemistry	Fifth & Pacific Companies		Peabody Holding
Akzo Nobel	Wood Finishes and Adhesives	Fifth & Pacific Companies	Adelington Design Group	PepsiCo
Albemarle		Fifth & Pacific Companies	Juicy Couture	Pernod Ricard SA Pernod Ricard USA
Alex Lee		Fifth & Pacific Companies	Kate Spade	Perrigo
Alex Lee	Lowes Foods Stores	Fifth & Pacific Companies	Lucky Brand	Perry Ellis International
Alex Lee	Merchants Distributors	Finish Line		PETCO
Allergan		Firmenich		PetSmart
Almatis		Five Below		Philip Morris International
Amazon.com		FMC		Phillips-Van Heusen
Amcor Limited	Flexibles	FMC	Agricultural Products Group	Pier 1 Imports

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Amcor Limited Rigid Plastics	FMC Industrial Chemicals Group	Pirelli Tire NA
American Crystal Sugar	FMC Specialty Chemicals Group	Plains Exploration & Production
American Eagle Outfitters	Fonterra	Plastic Omnium
Amsted Industries	Foot Locker	Plastiflex
Amsted Industries Amsted Rail	Foot Locker CCS	Ply Gem Siding Group
Amsted Industries Baltimore Aircoil	Foot Locker Champs Sports	PolyOne
Amsted Industries Burgess Norton	Foot Locker Footlocker.com/Eastbay	Potash Corporation of Saskatchewan
Amsted Industries Consolidated Metco	Foot Locker Team Edition	Prada USA
Amsted Industries Diamond Chain	Forbo Flooring	Praxair
Amsted Industries Griffin Pipe	Forest Laboratories	Premier
Amsted Industries Means Industries	Forest Pharmaceuticals	Procter & Gamble
Amway Alticor	Forth Worth Transportation Authority	Proximo Spirits
Andersons, The	Fossil	Public Building Commission of Chicago
Anheuser-Busch InBev Anheuser-Busch	Fresh Market	Purdue Frederick
Ann	Fuller (H.B.)	PVH Corp Bass
Ann AnnTaylor Factory	Futurist Automotive	PVH Corp Calvin Klein
Ann AnnTaylor Loft	Gamesa Technology	PVH Corp Izod
Ann AnnTaylor Stores	Gander Mountain	PVH Corp Tommy Hilfiger
Apple	Gap	PVH Corp Van Heusen
Aptalis Pharma	Gap Banana Republic	QVC
ARCADIS	Gap Gap Direct	Ralph Lauren
ArcelorMittal	Gap Gap International	Ralph Lauren Club Monaco
ArcelorMittal ArcelorMittal Tubular	Gap Gap Outlet	Ralph Lauren Outlets
Arizona Chemical	Gap Gap Stores	Ralph Lauren Polo Ralph Lauren
Arkema	Gap Old Navy	Ralph Lauren Rugby
Ascena Retail Group	Geberit Chicago Faucet	Ranbaxy Pharmaceuticals
Ascena Retail Group dressbarn	Gentherm	Randstad Holding
Ascena Retail Group Justice	GEO Specialty Chemicals	Reiter Affiliated
Ascena Retail Group Maurices	Gerdau AmeriSteel	Remy Cointreau USA
Ascend Performance Materials	Gestamp	Rent-A-Center
Ashland	Ghirardelli Chocolate	Rich Products
Ashland Aqualon Functional Ingredients	Gilt Groupe	Richemont North America
Ashland Consumer Markets	Givaudan	Rio Tinto Group
Ashland Hercules Water Technologies	Glatfelter	Rite Aid
Ashland Performance Materials	Glatfelter Specialty Papers	RockTenn
Asics America	GNC	Rolls Royce
ASML	Google	Roquette America
Associated Grocers of New England	Gordmans Stores	Rosetta Resources
Associated Materials	Great Lakes Dredge and Dock	Ross Stores
Astellas	Griffith Laboratories USA	Ross Stores dd s Discounts
Atlas Energy	Groupe PSA	rue21
Aurubis AG	Groupon	S&B Industrial Minerals S.A.
Austin Packaging Company	Grupo Eulen	SABIC Innovative Plastics US
AutoZone	Halcon Resources	Sabine Oil & Gas
Avantor Performance Materials	Hallmark Cards	Sabra Dipping Company
Avis Budget Group	Harris Teeter	Safeway
Avon Products	Harry Winston	Saint-Gobain Abrasives
Babcock & Wilcox	Heineken USA	Saint-Gobain Ceramics
Babcock & Wilcox B&W Nuclear Energy	Helsinn Thera	Saint-Gobain Certain Teed
Babcock & Wilcox B&W Nuclear	Helzberg Diamonds	Saint-Gobain Containers

Operations

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Babcock & Wilcox	B&W Power Generation Group	Henkel	Saint-Gobain	Delegation
Babcock & Wilcox	Babcock & Wilcox	Hershey Foods	Saint-Gobain	Gypsum
Babcock & Wilcox	Babcock & Wilcox	hhgregg	Saint-Gobain	Technical Fabrics
Bacardi Limited	Bacardi USA	HighMount Exploration & Production	Saint-Gobain	Vetrotex
Baker Hughes		Hilcorp Energy Company	Saks	
Bare Escentuals		Hilti US	Saks	Off 5th
Barnes Group		Holcim Group Support	Saks	Saks Direct
Barnes Group	Barnes Aerospace	Home Depot	Saks	Saks Fifth Avenue
Barnes New York		Honeywell Specialty Materials	Sanofi-Aventis	
BASF		Hormel Foods	SAS Autosystemtechnik	
Bassett Furniture		Hot Topic	Sasol North America	
Bausch & Lomb		Houghton International	Sazerac	
Baxter		Hudson's Bay Lord & Taylor	Schnucks	
Baxter International		Huhtamaki	Sears Holdings	
Bayer MaterialScience		Huntsman Advanced Materials	Sears Holdings	Kmart
Bayer Pharmaceuticals		Huntsman Performance Products	Sears Holdings	Kmart
BE Aerospace		Huntsman Polyurethanes	Sears Holdings	Lands End
Beam Global Spirits & Wine		Huntsman Textile Effects	Sears Holdings	Sears, Roebuck
Beiersdorf		ICL Industrial Products	Service Management Group	
Belden		IKEA Services AB	Severstal	Severstal North America
Belden	Belden Americas	Ineos	Sherwin Alumina	
Belk		INEOS Oligomers	Shire	
Beneo		Infineum USA	Shiseido Cosmetics America	
Berry Plastics		Innophos	Shopko	
Best Buy		Intermix	Sidel	
BIC		International Flavors & Fragrances	Siegwerk USA	
Big Lots		Interstates	Sika	
Biogen Idec		inVentiv Health	Silgan Holdings	
BIPI		INVISTA	Smith & Wesson	
Bombardier Transportation Holdings USA		Iroquois Pipeline	Sojitz Corporation of America	
Bon-Ton Stores		Italcementi	Solvay Rhodia	
Boot Barn		Itochu International	Solvay America	
Boral Industries		ivivva usa	Solvay America	Flourides
Boston Beer		J.Crew	Solvay America	Solvay Advanced Polymers
BPZ Energy		Japan Tobacco JT International USA	Solvay America	Solvay Chemicals
Braskem America		J.C. Penney	Solvay America	Solvay Information Technologies
BreitBurn Management Company		JMW Consultants	Sonic Automotive	
Bridgestone Americas		Johnson Matthey, Inc. Precious Metal Products	Sonoco Products	
Brookhaven National Laboratory		Jotun Coating	Southco	
Brooks Brothers		Joy Global	Southern Research Institute	
Brown-Forman		Jubilant Organosys	Southern Star Concrete	
Buckman Laboratories		K&L Gates	Southwestern Energy Company	
Burberry		Kansas Turnpike Authority	Stage Stores	
Bureau Veritas		Kellogg	Stage Stores	Peebles
Burlington Northern Santa Fe Railway		Kemira Chemicals	Stage Stores	Stage
Cabela's		Kenneth Cole	Stage Stores	Steeles
Cabot		Kering	Staples	
Calgon Carbon		Kforce	Statoil USA	

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Campari America	Kimberly-Clark	Stepan
Campbell Soup	Knorr-Bremse AG Bendix	Stryker
Canadian National Railways	Knowledge Universe	Student Transportation
Capital Metropolitan Transportation Authority	Kohl's	Sunovion Pharmaceuticals
Cardone Industries	Kongsberg Automotive	Superior Energy
Cargill	Kroger	SUPERVALU
Carolina Herrera	Kuraray Americas	SuperValu Cub Foods
Carrizo Oil & Gas	L.L. Bean	SuperValu Farm Fresh
Carter's	L.L. Bean Outlets	SuperValu Hornbacher's
Carter's OshKosh B Gosh	Landauer	SuperValu Shop N Save
Caterpillar	Lansing Trade Group LLC	Supreme Industries
Cedar Fair Entertainment Company	LANXESS	Swift Energy Operating
Celanese Americas	Lapp Insulators LLC	Talbots
CF Industries	Lavazza Premium Coffees	Talisman Energy USA
CGGVeritas	Legrand North America	Taminco Higher Amines, Inc.
Chanel	Lehigh Hanson	Tampico
Charlotte Pipe & Foundry	Lehigh Hanson Building Products	Target
Charlotte Russe	Lehigh Hanson Canada Region	Tata Global Beverages
Charming Charlie	Lehigh Hanson Lehigh White	Tate & Lyle Americas
Chef's Warehouse	Lehigh Hanson North Region	Tate & Lyle Americas Custom Ingredients
Chemtrade Logistics	Lehigh Hanson South Region	Tate & Lyle Americas Ingredients Americas
Chico's	Lehigh Hanson West Region	Tecan Group Tecan Systems
Chico's Chico's	Lely Holding	Tecan Group Tecan US
Chico's Soma Intimates	Leslie's Poolmart, Inc.	Tekni-Plex
Chico's White House/Black Market	Lhoist North America	Tesa Tape
Chico's FAS, Inc. Boston Proper	Limited Brands	Tessengerlo
Children's Place	Limited Brands Bath & Body Works	The Corporate Executive Board
Children's Place, The Outlets	Limited Brands Henri Bendel	The Estee Lauder Companies
CHS	Limited Brands Victoria's Secret Direct	ThromboGenics
Church & Dwight	Limited Brands Victoria's Secret Stores	ThyssenKrupp
Cintra Infraestructuras	Limited Stores	Tiffany & Co.
Clariant	Linde Group, NA	Tigre USA
CNH Global	L'Oréal USA	TJX
Coach	Lotus Bakeries	TJX Companies, The Home Goods
Coca-Cola	Lowe's	TJX Companies, The Marmaxx
Coca-Cola Bottling	Lubrizol	TJX Companies, The Marshalls
COG Operating	lululemon athletica	TNT Express TNT Express USA
Colgate-Palmolive	Lundbeck	Tory Burch
Commercial Metals	Luxottica	TOTAL S.A. Total Petrochemicals & Refining USA
ConAgra Foods	LVMH Moët Hennessy Louis Vuitton Bulgari	Toyota Financial Services
Continental Automotive Systems	LVMH Moët Hennessy Louis Vuitton Fendi	Toyota Motor North America Toyota Motor Sales, USA
Continental Resources	LVMH Moët Hennessy Louis Vuitton Louis Vuitton	Toys R Us
Continental Tire	LVMH Moët Hennessy Louis Vuitton Moët Hennessy USA	Tractor Supply
Corbion	LyondellBasell North America Lyondell	Treasury Wine Estates
Coty	MacDermid	Trifleet Leasing
Crate and Barrel	Macy's	Tronox
Crown Imports	Macy's Bloomingdale's	Tumi, Inc.
CSN	Magotteaux	Tyson Foods

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Cubist Pharmaceuticals	Maidenform Brands	UGN
Cumberland Farms	Marine Harvest	Ulta Inc.
Cumberland Gulf Group	Marmon Group Union Tank Car	Umicore (N.V.)
Curtiss-Wright	Martek Biosciences Corporation	Unilever US
CVS/Caremark	Matthews International	Union Pacific
CVS/Caremark Pharmacy Services	Mauser	United Natural Foods
Cyberonics	MBM Corporation	United Space Alliance
Cytec Industries	McCormick & Company	United States Steel
D&B	McDermott International	Vera Bradley Designs
D&M	MeadWestvaco	Vernay Laboratories
Daiichi Sankyo	Meijer	Viterra
Daikin America	Michaels Stores	Volkert & Associates
Dallas Fort Worth International Airport	Michaels Stores Aaron Brothers Stores	VWR Funding
Danfoss	Michaels Stores Michaels Stores	Walgreens
David s Bridal	Michelin North America	Walmart Stores
Day & Zimmermann	Millennium Inorganic Chemicals	Walmart Stores Sam s Club
Dean Foods	Minn-Dak Farmers Cooperative	Walmart Stores Stores and Super Stores
Deere	Mitsubishi International	Watson Pharma
Del Monte Foods	Mitsubishi Polycrystalline Silicon America	Wawa
Denbury Resources	Molnlycke Health Care	WD-40
Denton County Transportation Authority	Molson Coors Brewing	Wegmans Food Markets
Diageo North America	Momentive Specialty Chemicals	Westlake Chemical
Dick s Sporting Goods	Moog	Wienerberger General Shale Brick
Dollar General	Mosaic	William Grant & Sons
Dollar Tree	Movado Group	Williams Companies
Dorman Products	National Association of Realtors	Williams-Sonoma
Dow Chemical	Neiman Marcus	Williams-Sonoma Pottery Barn
Dow Chemical Dow AgroSciences	Neiman Marcus Bergdorf Goodman	Williams-Sonoma Pottery Barn Kids
Dow Corning	Neiman Marcus Last Call	Williams-Sonoma West Elm
Dow Corning Hemlock Semiconductor	Neiman Marcus Neiman Marcus Stores	Williams-Sonoma Williams-Sonoma Stores
DSM Dyneema	Neovia	Wilo
DSM Pharmaceuticals	Nestle USA	Winn-Dixie
		Zale

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\$6 Billion to \$20 Billion Revenue Sample

ACH Food Companies, Inc.*	Eastman Chemical Company	Mylan Inc.
Agilent Technologies, Inc.	Eaton Corporation PLC	Navistar International Corporation
Agrium Inc.*	eBay Inc.	Neoris USA, Inc.*
Air Liquide*	Ecolab Inc.	Newmont Mining Corporation
Air Products & Chemicals Inc.	Eisai Co., Ltd.*	Norfolk Southern Corporation
Alcatel Lucent	EMC Metals Corp.	Novo Nordisk Pharmaceuticals*
Allergan, Inc.	Encana Oil & Gas (USA)*	Office Depot, Inc.
Amgen Inc.	Essilor of America, Inc.*	Omnicare, Inc.
Anixter Internaional Inc.	Estee Lauder Companies Inc.	Owens Corning
APL Limited*	Exelis Inc.	Parker Hannifin Corporation
ARAMARK Corporation	Federal-Mogul Corporation	PCL Constructors Inc.*
Arkema*	Freeport-McMoRan Copper & Gold Inc.	Performance Food Group Company
Arrow Electronics, Inc.	The GAP, Inc.	Pitney Bowes Inc.
Ashland Inc.	Gavilon	Potash Corporation of Saskatchewan Inc.*
Atos IT Solutions and Services GmbH*	General Mills, Inc.	PPG Industries, Inc.
Automatic Data Processing, Inc.	Gilead Sciences, Inc.	Praxair, Inc.
Avaya Inc.	Goodrich Corporation	Quest Diagnostics Incorporated
Avis Budget Group, Inc.	GROWMARK, Inc.	R.R. Donnelley & Sons Company
Ball Corporation	The Hershey Company	Research in Motion Limited
Baxter International Inc.	Hertz Corporation	Rockwell Automation, Inc.
Becton, Dickinson and Company	Hilton Worldwide	Rolls-Royce PLC*
Big Lots, Inc.	Hormel Foods Corporation	S. C. Johnson
Boehringer Ingelheim International GmbH*	HTC Golf Club, LLC*	SAIC, Inc.
Booz Allen Hamilton Inc.	Hunt Consolidated, Inc.	SCA Americas*
BorgWarner Inc.	Illinois Tool Works Inc.	Seagate Technology PLC
Boston Scientific Corporation	Ingersoll-Rand PLC	Sealed Air Corporation
Bristol-Myers Squibb Company	J.R. Simplot Company	The Sherwin-Williams Company
Carnival Corporation	Jabil Circuit, Inc.	Sodexo Group*
Catalyst Health Solutions, Inc.	Jacobs Engineering Group Inc.	Solvay America, Inc.*
Celanese Americas LLC	Kao Corporation*	SPX Corporation
Celestica Inc.	KBR, Inc.	Starbucks Corporation
CEVA Logistics	Kellogg Company	Starwood Hotels & Resorts Worldwide, Inc.
CH2M HILL Companies, Ltd.	Kelly Services, Inc.	Stryker Corporation
Clear Channel Communications, Inc.	Kimberly-Clark Corporation	Syngenta AG*
Cliffs Natural Resources Inc.	Kyocera Corporation*	TE Connectivity Ltd.
Coca-Cola Enterprises, Inc.	L-3 Communications Corporation	Terex Corporation
Colgate-Palmolive Company	Land O Lakes, Inc.	Textron Inc.
ConAgra Foods, Inc.	Lend Lease Corporation*	Thermo Fisher Scientific Inc.
Cooper Industries PLC	Limited Stores, LLC	Thomson Reuters Corporation
Corning Incorporated	Lorillard Tobacco Company	Time Warner Cable Inc.
Covidien PLC	Marriott International, Inc.	Transocean Ltd.
CSC Holdings, LLC	Mattel, Inc.	TRW Automotive Holdings Corp.
CSX Corporation	McGraw-Hill Companies, Inc.	Union Pacific Corporation
Cummins Inc.	MeadWestvaco Corporation	URS Corporation
Daiichi Sankyo Company, Ltd.*	Medtronic, Inc.	Viacom Inc.
Danaher Corporation	Micron Technology, Inc.	Waste Management, Inc.
Darden Restaurants, Inc.	MillerCoors LLC	Weyerhaeuser Company
Dean Foods Company	Monsanto Company	Whirlpool Corporation
Dollar Tree, Inc.	Motorola Mobility LLC	Xerox Corporation
Domtar Corporation	Motorola Solutions, Inc.	Yum! Brands, Inc.
Dow Corning Corp.		

* Subsidiary company data used.

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Total Sample Data

(Size Adjusted to Mosaic Revenue Scope Using Regression Analysis)

AAA	Freeport-McMoRan Copper & Gold	Prometric Inc
Accident Fund Insurance	Gannett	PSS World Medical
ACUMED	General Dynamics Information Technology	Publix Super Markets
AFLAC	Genesis Energy	QBE the Americas
Alfa Laval, Inc.	GenOn Energy	QTI Human Resources
Alliant Energy	Gentiva Health Services	Quadion Corporation
Alta Resources Corp	Georg Fischer Signet	Quality Bicycle Products
American Career College	Gerdau Long Steel North America	Quest Diagnostics
American Commercial Lines	GKN	Ralph Lauren
AmeriPride Services	G&K Services	Rational Energies
Ames True Temper	GNC	REA Magnet Wire Company Inc
AMETEK	GOJO Industries	Recology
Amica Mutual Insurance	Gold Eagle	Redcats USA
A.O. Smith	Grande Cheese	Red Wing Shoe Co
Applied Research Associates	Great American Insurance	Regency Centers
Asahi Kasei Plastics N.A. Inc.	Greyhound Lines	Regions Financial
Ascend Performance Materials	GROWMARK	Rembrandt
ASCO Valve	GTECH	Renaissance Learning
Ash Grove Cement Company	Harman International Industries	Rexnord Corporation
Automobile Club of Southern California	Hastings Mutual Insurance Co	RiceTec
Avis Budget Group	Haynes International	Rich Products
Avista	HDR Inc	Ricoh Americas
Axcess Financial Services Inc	HD Supply	Ricoh Electronics Inc
Bank of America Merchant Services	Hendrickson	Rite-Hite Holding Corporation
Baxter International	Herman Miller	Riverside Research Institute
B Braun Medical	Hill Phoenix	Rollins
Belk	Hilton Worldwide	R.R. Donnelley
Bemis Manufacturing Company	Hitachi Computer Products	RSC Equipment Rental
Beneficial Bank	HNI	The Ryland Group
The Bergquist Company	HNTB	Ryman Hospitality Properties
Berwick Offray	Hu-Friedy Manufacturing Company, Inc.	Safety-Kleen Systems
BIC-Graphic	Hunter Industries	Sage Publications
Black Hills	IDEX Corporation	Sally Beauty
Bloomin Brands	IDEXX Laboratories	Sauer-Danfoss
Blue Cross Blue Shield of South Carolina	Information Management Service	SCANA
Blue Cross Blue Shield of Tennessee	Ingram Industries	S&C Electric
Bluegreen Corporation	Insperty	Schaumburg Township District Library
Bluestem Brands	Integra Lifesciences Corporation	Schwan Food
Bob Evans Farms	Intertape Polymer Corp	Scientific Research Corporation
Boddie-Noell Enterprises Inc	Intrepid Potash	The Scooter Store
Bosch Rexroth	Iron Mountain	Seaman Corporation
Boyd Gaming	Irvine	Seco Tools Inc
Bradley	Isuzu Motors America	Securus Technologies Inc
Bridgepoint Education	Itochu International	SEMCO Energy
Bristow Group	Jacobs Technology	Seneca Gaming Corporation
Brown-Forman	Jarden	Sentry Insurance
Build-A-Bear Workshop	Jefferson Science Associates	Serco
Bulk Handling Systems	J J Keller & Associates Inc	Service Corporation International
Cablevision Systems	John Crane	ServiceMaster Company
CACI International	Johnson Outdoors	Seventh Generation
Caelum Research Corporation	Jones Lang LaSalle	Sharp Electronics
California Casualty Management	Joy Global	Simmons Bedding Company

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Camcraft	J.R. Simplot	Simon Property Group Inc
Carlson	Kansas City Southern	SMSC Gaming Enterprise
CarMax	Katun Corporation	Sole Technology, Inc.
CDM Smith	Kewaunee Scientific Corporation	Solo Cup
CEC Entertainment	Keystone Foods	Southco, Inc.
Cell Therapeutics	KI, Inc	Southeastern Freight Lines
CEMEX, Inc.	KIK Custom Products	South Jersey Gas
CenturyLink	Kingston Technology	Southwest Gas
Choice Hotels International	Klein Tools	SPX Corporation
CHS	Laboratory Corporation of America	Stampin' Up!
Chumash Employee Resource Center	Lake Federal Bank	Standard Motor Products
CIGNA	Lake Region Medical	Staples
Citizens Energy Group	Lane Enterprise, Inc.	Stericycle Inc.
Citizens Republic Bank	Lantech.com	Stinger Ghaffarian Technologies
ClubCorp Inc	Lawson Products	Stonyfield Farm Inc
CNH America, LLC	L Brands	Subaru of Indiana Automotive, Inc.
Cobham Management Services	Learning Care Group	SuperValu Stores
Coca-Cola Bottling	Legal & General America	Sykes Enterprises
Coca-Cola Refreshments	Leggett and Platt	Synthes
Colsa	LG&E and KU Energy	Taubman Centers
CommScope	Lieberman Research Worldwide	TDS Telecom
Community Coffee	Little Lady Foods	Tecolote Research Inc
Compressor Controls	L.L. Bean	Tenet Healthcare Corporation
Computer Task Group	Logic PD	Terumo BCT
ConnectiCare Capital LLC	LSG Sky Chefs	Texas Industries Inc
Core Laboratories	Lutron Electronics	Texas Mutual Insurance
Corrections Corp of America	Magellan Health Services	Thule
Coventry Health Care	Magna Seating	TIMET (Titanium Metals Corp.)
Cox Enterprises	Malco Products Inc	TJX Companies
Cracker Barrel Old Country Stores	Manpower	Total System Service (TSYS)
CSIG	MAPFRE U.S.A.	Transamerica
CUNA Mutual	Mary Kay	Tribune
D&B	McGladrey and Pullen	Trinity Consultants Inc
Decurion	Medical Mutual of Ohio	Trinity Health
DeKalb Regional Healthcare Systems	Merit Medical Systems	True Value Company
Delhaize America	Merrill	Turner Broadcasting
Dickstein Shapiro	Metagenics	UDR
Diebold	MetLife	Underwriters Laboratories
Doherty Employer Services	MFS Investment Management.	United Conveyor Corporation
Dole Foods	Michael Baker	UnitedHealthCare
Domino's Pizza	Mine Safety Appliances	United Maritime Group
Duke Realty	Mitsubishi International	United Natural Foods, Inc.
Dyn McDermott	Mitsui U S A.	United States Steel
E A Sween Company	Molex	Universal Studios Orlando
Edward Jones	Molina Healthcare	Uponor, Ltd.
Edwards Lifesciences	MTD Products Inc	UPS
Elizabeth Arden	MTS Systems	URS
EMCOR Group	MultiPlan	USAA
Emerson Electric	Mutual of Omaha	U.S. Foodservice
Energy Future Holdings	Nash-Finch	USG Corporation
Energy Solutions	National Interstate	Vail Resorts Management
Engineered Plastics Company	Nature's Sunshine Products	Valpak/Cox Target Media
Enpro Industries (Fairbanks Morse Engine)	Navistar International	Ventura Foods
Entergy	Navy Exchange Enterprise	Verde Realty
Erickson Retirement Communities	Neenah Paper	Vermeer Mfg Company
Erie Insurance	NJVC LLC	VF

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ESCO	The Nordam Group	Vi-Jon
ESCO Technologies	Northwestern Mutual	Volvo Group North America
Etnyre International Ltd	NSK Corporation	Wake Forest University
Exel	Oil-Dri Corporation of America	Walgreen Co.
Exelis Information Systems	Oppenheimer Group	Walter Energy
Exide Technologies	Opus Bank	Wawa
Express Scripts	Orbital Science Corporation	Wayne Farms
Fairfield Manufacturing	Oshkosh	W. C. Bradley
Farm Credit Bank of Texas	Panduit Corporation	Wellmark BlueCross BlueShield
Farm Credit Foundations	Papa John's	Wells Dairy
Farmland Foods	Patterson Companies	West Bend Mutual Insurance Co
Federal Reserve Bank of Cleveland	Paychex	Weston Solutions Inc
FedEx Express	Paycor	Whole Foods Market
FedEx Office	Pearson PLC	WilmerHale LLP
Fender Musical Instruments	Pegasus Solutions	Windstream Communications
Ferguson Enterprises	Pepper Construction Company	Winn-Dixie Stores
First American	Pharmavite	Winpak Portion Packaging Ltd
First Citizens Bank	PHH	The Wornick Company
Fleetwood Group	PM	Worthington Industries
Flexcon Company Inc	PMA Companies	Wyle Laboratories
Flexible Steel Lacing	Premier	Xcel Energy
Follett Corporation	Principal Financial Group	XO Communications
Fortune Brands Home & Security	Pro-Build Holdings	Yamaha Corporation of America
Freeman Dallas	Project Management Institute	Zeon Chemicals L.P.
		Zimmer

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2012 Towers Watson CDB Executive Compensation Survey

Chemical and Gases Industry

(Median Revenue Size \$6 Billion)

Agrium Inc.	Dow Corning Corp.	PolyOne Corporation
Air Liquide	E.I. du Pont de Nemours and Company	Potash Corporation of Saskatchewan Inc.
Air Products & Chemicals Inc.	Eastman Chemical Company	PPG Industries, Inc.
Americas Styrenics LLC	Ecolab Inc.	Praxair, Inc.
Arkema	H.B. Fuller Company	Solvay America, Inc.
Ashland Inc.	International Flavors & Fragrances Inc.	Stepan Company
BASF Group	LyondellBasell Industries N.V.	Tronox Incorporated
Celanese Americas LLC	OMNOVA Solutions Inc.	Westlake Chemical Corporation
Chemtura Corporation	Polymer Group, Inc.	

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2014 ANNUAL MEETING

Our 2014 Annual Meeting will be held on Thursday, May 15, 2014, at 10:00 a.m. local time at the Crowne Plaza Hotel. You will also be able to attend the 2014 Annual Meeting via the Internet at www.virtualshareholdermeeting.com/MOS14. You will need the 12-digit number included on the notice or proxy card we mailed to you in order to vote via the Internet during the 2014 Annual Meeting. If you do not have your control number at the time of the meeting, you will still be able to attend virtually, but you will not be able to vote.

DIRECTIONS TO THE CROWNE PLAZA HOTEL

The meeting will be held at the Crowne Plaza Hotel, 3131 Campus Drive, Plymouth, Minnesota 55441. The general telephone number for the Crowne Plaza Hotel is (763) 559-6600.

General Directions

The Crowne Plaza Hotel is just east of I-494 between Highway 55 and Rockford Road. From the County Rd. 9/Rockford Road exit proceed east on County Rd. 9/Rockford Road. Turn South on Vinewood. The Hotel is approximately 2 miles south, on the west side of the road.

From Minneapolis-St. Paul International Airport

Follow Interstate 494 West. It will become Interstate 494 North. Stay on I-494 North until Highway 55, Exit 22. Turn right onto Highway 55 East, then left (north) at the first set of signal lights, onto Northwest Boulevard. Turn left at Xenium Lane and follow Xenium Lane to the Hotel. The Hotel will be on the left.

From Downtown Minneapolis

Take Interstate 394 West to the Plymouth Road Exit. Turn right and follow Plymouth Road, which will become Northwest Boulevard. After crossing Highway 55, turn left at Xenium Lane. Follow Xenium Lane to the Hotel. The Hotel will be on the left.

MEETING ADMITTANCE REQUIREMENTS

You may be asked to present valid picture identification, such as a driver's license or passport, before being admitted to the meeting. If you hold your shares in street name, you also will need proof of ownership to be admitted to the meeting. A recent brokerage statement or letter from your broker or other nominee are examples of proof of ownership.

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***** Exercise Your *Right* to Vote *****

**Important Notice Regarding the Availability of Proxy Materials for the
Stockholder Meeting to Be Held on May 15, 2014.**

Meeting Information

THE MOSAIC COMPANY

Meeting Type: Annual
For holders as of: March 24, 2014

Date: May 15, 2014 **Time:** 10:00 AM Local Time

Location: Crowne Plaza Hotel
3131 Campus Drive
Plymouth, Minnesota 55441

For directions to the annual meeting, please see the end of the proxy statement forming a part of the proxy materials referred to below.

Meeting live via the Internet-please visit

www.virtualshareholdermeeting.com/MOS14

THE MOSAIC COMPANY

You are receiving this communication because you hold shares in the company named above.

C/O AMERICAN STOCK TRANSFER

This is not a ballot. You cannot use this notice to vote these shares. This communication presents only an overview of the more complete proxy materials that are available to you on the Internet. You may view the proxy materials online at www.proxyvote.com or easily request a paper copy (see reverse side).

6201 FIFTEENTH AVENUE

BROOKLYN, NY 11219

We encourage you to access and review all of the important information contained in the proxy materials before voting.

See the reverse side of this notice to obtain proxy materials and voting instructions.



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Before You Vote

How to Access the Proxy Materials

Proxy Materials Available to VIEW or RECEIVE:

NOTICE AND PROXY STATEMENT STUB PERIOD REPORT TO STOCKHOLDERS

How to View Online:

Have the information that is printed in the box marked by the arrow (located on the following page) and visit: www.proxyvote.com.

How to Request and Receive a PAPER or E-MAIL Copy:

If you want to receive a paper or e-mail copy of these documents, you must request one. There is NO charge

for requesting a copy. Please choose one of the following methods to make your request:

- 1) *BY INTERNET:* www.proxyvote.com
- 2) *BY TELEPHONE:* 1-800-579-1639
- 3) *BY E-MAIL*:* sendmaterial@proxyvote.com

* If requesting materials by e-mail, please send a blank e-mail with the information that is printed in the box marked by the arrow (located on the following page) in the subject line.

Requests, instructions and other inquiries sent to this e-mail address will NOT be forwarded to your investment advisor. Please make the request as instructed above on or before May 1, 2014 to facilitate timely delivery.

How To Vote

Please Choose One of the Following Voting Methods

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Vote In Person: Many stockholder meetings have attendance requirements including, but not limited to, the possession of an attendance ticket issued by the entity holding the meeting. Please check the meeting materials for any special requirements for meeting attendance. At the meeting, you will need to request a ballot to vote these shares.

Vote By Internet:

Before The Meeting: Go to www.proxyvote.com. Have the information that is printed in the box marked by the arrow (located on the following page) available and follow the instructions.

During The Meeting: Go to www.virtualshareholdermeeting.com/MOS14. Have the information that is printed in the box marked by the arrow (located on the following page) available and follow the instructions.

Vote By Mail: You can vote by mail by requesting a paper copy of the materials, which will include a proxy card.

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Voting Items

The Board of Directors recommends you vote FOR the following proposal:

1. Approval of an amendment to Mosaic's Restated Certificate of Incorporation to declassify the Board of Directors.

The Board of Directors recommends you vote FOR the listed nominees:

2. Election of one (1) director for a term expiring in 2015, as recommended by the Board of Directors:

Nominee:

- 2a. Denise C. Johnson

Election of four (4) directors for terms expiring in 2015 or, in the alternative, if the proposal to de-classify the Board is rejected, for terms expiring in 2017, as recommended by the Board of Directors:

Nominees:

- 2b. Nancy E. Cooper

- 2c. James L. Popowich

- 2d. James T. Prokopanko

- 2e. Steven M. Seibert

The Board of Directors recommends you vote FOR the following proposals:

3. Approval of The Mosaic Company 2014 Stock and Incentive Plan, as recommended by the Board of Directors.

4. Ratification of the appointment of KPMG LLP as our independent registered public accounting firm to audit our financial statements as of and for the year ending December 31, 2014 and the effectiveness of internal control over financial reporting as of December 31, 2014.

5. A non-binding advisory vote on executive compensation (Say-on-Pay).

6. In their discretion, the persons named as Proxies are authorized to vote on any other business that may properly come before the 2014 Annual Meeting of Stockholders or any adjournment or postponement thereof.

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Board of Directors.

The Board of Directors recommends you vote FOR the listed nominees:

For Against Abstain

2. Election of one (1) director for a term expiring in 2015, as recommended by the Board of Directors:

2c. James L. Popowich

..

2d. James T. Prokopanko

..

2e. Steven M. Seibert

..

Nominee:

2a. Denise C. Johnson

..

The Board of Directors recommends you vote FOR the following proposals:

..

Election of four (4) directors for terms expiring in 2015 or, in the alternative, if the proposal to de-classify the Board is rejected, for terms expiring in 2017, as recommended by the Board of Directors:

3. Approval of The Mosaic Company 2014 Stock and Incentive Plan, as recommended by the Board of Directors.

Nominees:

..

4. Ratification of the appointment of KPMG LLP as our independent registered public accounting firm to audit our financial statements as of and for the year ending December 31, 2014 and the effectiveness of internal control over financial reporting as of December 31, 2014.

..

2b. Nancy E. Cooper

5. A non-binding advisory vote on executive compensation (Say-on-Pay).

..

For address changes and/or comments, please check this box and write them on the back where indicated.

..

Please indicate if you plan to attend this meeting.

.. ..
Yes No

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

6. In their discretion, the persons named as Proxies are authorized to vote on any other business that may properly come before the 2014 Annual Meeting of Stockholders or any adjournment or postponement thereof.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners)

Date

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Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:

The Notice and Proxy Statement and Stub Period Report to Stockholders are available at www.proxyvote.com.

M67605-P48836-Z62545

**THE MOSAIC COMPANY
Annual Meeting of Stockholders
May 15, 2014 10:00 AM Local Time
This proxy is solicited by the Board of Directors**

The undersigned hereby constitutes and appoints James T. Prokopanko, Lawrence W. Stranghoener and Richard L. Mack, and each of them with full power of substitution, Proxies to represent the undersigned at the 2014 Annual Meeting of Stockholders of The Mosaic Company to be held at Crowne Plaza Hotel, 3131 Campus Drive, Plymouth, Minnesota 55441 on May 15, 2014 at 10:00 a.m. local time, and at any adjournments thereof, and to vote on all matters coming before said meeting, hereby revoking any proxy heretofore given.

You are encouraged to specify your choices by marking the appropriate boxes (SEE REVERSE SIDE), but you need not mark any boxes if you wish to vote in accordance with the Board of Directors' recommendations as noted in the proxy statement and on the reverse side of this card. The Proxies cannot vote these shares unless you return this card by mail or instructions by Internet or phone as described on the reverse side of this card.

If the undersigned is a participant in the Mosaic Investment Plan or the Mosaic Union Savings Plan, the undersigned hereby directs Vanguard Fiduciary Trust Company (the Trustee) as Trustee of the Mosaic Investment Plan or the Mosaic Union Savings Plan, to vote at the 2014 Annual Meeting of Stockholders of The Mosaic Company to be held on May 15, 2014 and at any and all adjournments thereof, the shares of common stock of The Mosaic Company, allocated to the account of and as instructed by the undersigned. For participants in the Mosaic Investment Plan or the Mosaic Union Savings Plan, if voting instructions are not received by the Trustee by May 12, 2014, or if they are received but are invalid, the shares with respect to which the undersigned could have instructed the Trustee will be voted in the same proportions as the shares for which the Trustee received valid participant voting instructions for each plan.

Address Changes/Comments: _____

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(If you noted any Address Changes/Comments above, please mark corresponding box on the reverse side.)

Continued and to be signed on reverse side