PARTICIPANT DISCLOSURE STATEMENT

In connection The Bank of New York Mellon (the “Trustee”), a Trustee of the Plan in which I am a participant, opening a Self-Directed Account (the “Account”) through which I may direct the purchase and sale of securities for my account in the Plan in accordance with the self-directed brokerage option offered by the Plan, I hereby acknowledge, by signing the front of this form, that I understand and agree that the following terms and conditions shall govern the Account.

1. My authority to give instructions with respect to the Account, including the placing of trading orders for the Account, is derived from a limited power of attorney granted to me by the Trustee upon the direction of the Plan Sponsor and that this authority shall be exercised in accordance with the terms and conditions set forth herein. The Trustee, on behalf of the Plan, shall have the right to reject any order at any time by giving written notice of revocation to MBSC Securities Corporation (“MBSC Securities”).

2. MBSC Securities is a securities broker/dealer registered with the Securities and Exchange Commission (SEC) and a member of the FINRA and the terms and conditions for establishing the Account are promulgated under these agencies. MBSC Securities is an affiliate of The Bank of New York Mellon Corporation, the Trustee of the Plan.

3. A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVIEW OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

C) THE ABILITY TO OBTAIN THE PARTIES’ DOCUMENTS AND WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

The Trustee, on behalf of the Plan, has entered into a Master Brokerage Agreement with MBSC Securities (the “Master Agreement”) and any dispute or controversy relating to the Account or transactions for the Account will be subject to the terms of the Master Agreement. The Plan Sponsor may, at any time, effective upon notice to MBSC Securities, renew, amend or terminate the Master Agreement or issue any new Master Agreement and at any time, effective upon notice to MBSC Securities (the “Master Agreement”) and any dispute or controversy relating to the Account or transactions for the Account will be subject to the terms of the Master Agreement. The Plan Sponsor may, at any time, effective upon notice to MBSC Securities, renew, amend or terminate the Master Agreement or issue any new Master Agreement.

4. MBSC Securities is authorized to carry out my directions with respect to the purchase or sale of securities, including stocks, bonds, options and other eligible securities or instruments for the Account in accordance with MBSC Securities' terms and conditions and subject to any administrative limitations communicated to MBSC Securities by the Trustee for the Plan from time to time. MBSC Securities is subject to FINRA rules and regulations.

5. The Account will be carried by Pershing LLC (“Pershing”) and that all transactions for my Account will be cleared and settled by Pershing or its affiliates. Transactions will be placed by and through MBSC Securities (or any other agent deemed acceptable by MBSC Securities that meets MBSC Securities’ standards of execution).

6. The Account will be titled “The Bank of New York Mellon, as Trustee for the benefit of Plan Account of (Participant’s name)” and the securities held by the Account may be registered in a nominee name.

7. I authorize and direct the Trustee and MBSC Securities at the close of business each day to invest any cash balances in the Account in shares of the General Treasury & Agency Money Market Fund, Class A (the “Money Market Fund”). Shares of that fund held by the Account will be redeemed as necessary to pay for securities purchased for the Account and to pay applicable commissions, fees and charges.

8. The Trustee, on behalf of the Plan, has agreed to the brokerage commissions, fees and charges indicated on the fee schedule which I received. MBSC Securities may charge the Account for any commissions, fees and charges which are incurred in connection with transactions for the Account and these commissions, fees and charges will be paid from the Account. MBSC Securities may charge the Account for any commissions, fees and charges which are incurred in connection with transactions for the Account and these commissions, fees and charges will be paid from the Account. MBSC Securities may charge the Account for any commissions, fees and charges which are incurred in connection with transactions for the Account and these commissions, fees and charges will be paid from the Account.

9. MBSC Securities may share, remit or otherwise pay its agents for their services in handling transactions for the Account. MBSC Securities or Pershing may refuse to carry out my instructions with respect to the purchase of securities for the Account in the event that the balance of the Account, including shares of the Money Market Fund, together with expected proceeds of any sales of securities for the Account that are scheduled to settle on or prior to the settlement date for the proposed purchase, is insufficient to pay for the proposed purchase (including the commissions, fees and charges of the transaction). In such event, or if for any other reason, the Account does not have a sufficient balance (as described above) to pay for the purchase, (i) the purchase shall not be settled by Pershing and neither MBSC Securities nor Pershing will be liable therefore; and (ii) the Account may be liable for damages and charges resulting from its failure to effect the transaction. If the balance in the Account is not sufficient to cover relevant commissions, fees and charges due to MBSC Securities and/or Pershing, MBSC Securities and Pershing have the right to sell any property in the Account to cover such amounts.

10. From commissions and/or fees charged to the Account for services rendered, MBSC Securities may share, remit or otherwise pay its agents for their services in handling transactions for the Account. MBSC Securities or Pershing may refuse to carry out the Account or to process any transaction which I may wish to effect.

11. For our mutual protection, MBSC Securities may tape-record any of our phone conversations.

12. I will neither instruct MBSC Securities to sell any securities of a corporation of which I am a director, officer, or affiliate, nor instruct MBSC Securities to buy and/or sell any “restricted” securities except in compliance with applicable laws and regulations.

13. Before instructing MBSC Securities to sell restricted securities, I will inform MBSC Securities as to the status of such securities and will furnish promptly whatever information and documents (including opinions of legal counsel, if requested) that MBSC Securities may request in connection with its regulatory duties.

14. Communications may be sent to me at my address as set forth on the Enrollment Form or at such other address as I may hereafter direct, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not.

15. MBSC Securities shall not be liable for any loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market ruling or other conditions beyond the control of MBSC Securities. If any provision or condition of the Master Agreement (as described in this Participant Disclosure Statement) shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and the Master Agreement (as described in this Participant Disclosure Statement) shall be carried out as if such invalid or unenforceable provision or condition was not contained therein.

16. MBSC Securities may, unless specifically directed by me to the contrary, direct equity orders to selected market makers, exchanges or specialists.

17. Governing Law. The Master Agreement (and the Account established thereunder) shall be governed by the Laws of New York without giving effect to principles of conflicts of law.

18. This Participant Disclosure Statement and the Master Agreement contain all of the agreements, representations and understandings of MBSC Securities, the Trustee, the Plan and me applicable to the Account. All modifications to these documents must be made in writing.