

EMPLOYEE STOCK PURCHASE PLAN ENROLLMENT FORM

To enroll in your company's Employee Stock Purchase Plan ("ESPP"), please complete this form, read the ESPP Terms & Conditions, separate and retain them for your records and return the form to your employer:

- If you are a U.S. citizen or resident, complete Sections I, II, and III.
- If you are not a U.S. citizen or resident, complete Sections I, II, and IV.

SECTION I—Employee Information

Please print the information requested below. For your permanent home address, please enter the street address of the location you consider your permanent and primary residence. This is the address in the country where you claim to be a resident for purposes of that country's income tax. If you do not have a tax residence in any country, provide the address at which you normally reside. Do not enter a post office box number, temporary mailing address or an office address.

Your Name

Your Permanent Home Address City State Country Zip/Postal Code

Your U.S. Social Security Number
or assigned Merrill Lynch Account Number
for this Plan

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Your Country of Citizenship

Your company and work location

SECTION II—Authorizations

Please read this section and enter in the first paragraph the amount you want deducted from your paycheck to buy shares of your company's stock.

I authorize my employer to deduct from my paycheck

\$ _____ .00

every pay period to buy shares of my company's stock through my company's Employee Stock Purchase Plan.

I understand that these deductions will begin as soon as possible, and will continue until I instruct my employer in writing to change the amount or stop making these deductions.

By signing the Account Agreement portion of this form in Section III or Section IV, I am certifying that I am at least 18 years old and/or of legal age in the state or country of my residence.

I also authorize Merrill Lynch to disclose my name, address and the number of any securities I have in my ESPP account to the issuers of those securities, under a U.S. Securities and Exchange rule that permits companies to communicate directly with the beneficial owners of their securities who don't object to this disclosure. (If you don't want Merrill Lynch to disclose this information, you may cross out this paragraph.)

SECTION III—W9 Certification and Account Agreement

Instructions: Complete and sign this section twice if you *are* a U.S. citizen or resident. Do **not** complete and sign Section IV.

Your U.S. Social Security Number:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Under penalties of perjury, I hereby certify (a) that the number set forth above is my correct Social Security Number and (b) that I am not subject to backup withholding, either because I have not been informed by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all my interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

(Instruction: You must cross out the language in clause

(b) if you have been notified by the IRS that you are subject to backup withholding due to underreporting of interest or dividends, and you have not received a notice from the IRS that backup withholding is no longer required.)

X

Your Signature

Today's Date

By signing below, I also confirm that (1) I have received, read and agree to the Terms and Conditions of an ESPP account; (2) in accordance with paragraph 5 of the Terms and Conditions, I agree in advance to arbitrate any controversies which may arise with Merrill Lynch; and (3) I agree with the provisions of the ESPP detailed in Section II on the front of this form.

X

Your Signature

Today's Date

SECTION IV—Substitute Form W-8BEN and Account Agreement

Instructions: Complete and sign this section twice if you are a **non-U.S.** individual (one who is neither a citizen nor a resident of the U.S.) and you are the beneficial owner of this account. The beneficial owner is the person who is the owner of the account for income tax purposes. If you have obtained a U.S. Taxpayer Identification Number (such as a U.S. Social Security Number or International Taxpayer Identification Number), enter it in the space provided. Indicating this number makes this Substitute Form W-8BEN valid for long as the certifications you make remain unchanged. If you do not have a U.S. Taxpayer Identification Number, this Substitute Form W-8BEN will remain in effect for the year in which you sign it, plus three additional years. With respect to the certification for broker proceeds, you are an exempt foreign person if, in addition to being a non-U.S. individual and not being engaged in a U.S. trade or business, you are not or do not expect to be in the U.S. for 183 days or more during the calendar year. (Mere investing in U.S. securities generally is not considered being engaged in a U.S. trade or business.) If any of the certifications you make on this form change, you must notify Merrill Lynch within 30 days of such change and file a revised form.

U.S. Tax ID Number (if any):

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Check one:

- U.S. Social Security Number
 International Taxpayer Identification Number

I certify that I am a resident of _____
(provide country name; do not abbreviate) within the meaning of the income tax treaty between the U.S. and that country.

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am a non-U.S. individual and the beneficial owner of the income in this account and am considered an exempt foreign person with respect to broker transactions.
- The income referenced above is not effectively connected with the conduct of a trade or business in the U.S.
- I am not a former citizen or long-term resident of the U.S., subject to section 877 or if I am subject to 877, I am nevertheless entitled to treaty benefits with respect to amounts received.

X

Your Signature

Today's Date

By signing below, I also confirm that (1) I have received, read and agree to the Terms and Conditions of the ESPP account; (2) in accordance with paragraph 5 of the Terms and Conditions, I agree in advance to arbitrate any controversies which may arise with Merrill Lynch; and (3) I agree with the provisions of the ESPP detailed in Section II on the front of this form.

X

Your Signature

Today's Date

Terms and Conditions

I understand that *unless other terms and conditions are specifically made applicable*, the following terms and conditions shall govern all transactions in my Employee Stock Purchase Plan account ("Account") with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and the voting and handling of securities in such account.

1. I may apply to open an Account, subject to approval by Merrill Lynch. My Account will be governed by these terms and conditions, as well as any information contained in the brochure or on the application accompanying these terms and conditions.
2. I warrant that I have attained the age of majority in the state or country in which I reside.
3. All transactions are subject to the constitution, rules, regulations, usages, rulings, and interpretations of the exchange or market, and its clearing house, if any, where the transactions are executed, and if not executed on any exchange, the National Association of Securities Dealers, Inc.
4. This agreement, including the Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its choice of law or conflict of laws principles.

5. Agreement to Arbitrate Controversies.

- **Arbitration is final and binding on the parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

I agree that all controversies which may arise between Merrill Lynch and me, including, but not limited to, those involving any transaction or the construction, performance or breach of this or any other agreement between Merrill Lynch and me, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted only before the New York Stock Exchange, Inc., the American Stock Exchange, Inc., or arbitration facility provided by any other exchange of which Merrill Lynch is a member, the National Association of Securities Dealers, Inc., or the Municipal Securities Rulemaking Board, and in accordance with its arbitration rules then in force. I may elect in the first instance whether arbitration shall be conducted before the New York Stock Exchange, Inc., the American Stock Exchange, Inc., or other exchange of which Merrill Lynch is a member, the National Association of Securities Dealers, Inc., or the Municipal Securities Rulemaking Board, but if I fail to make such election, by registered letter or telegram addressed to Merrill Lynch Group Employee Services, New Brunswick, NJ 08989, or such other address that Merrill Lynch may advise me of from time to time, before the expiration of five days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election. Judgment upon the award of the arbitrators may be entered in any court, state or federal, having jurisdiction.

Nothing contained in the Terms and Conditions shall limit the ability of the arbitrators to make an award under the rules of the arbitration forum and applicable law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute Arbitration Agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- i. The class certification is denied.
- ii. The class is decertified; or
- iii. The customer is excluded from the class by the court.

Such forbearance to enforce an Agreement to Arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

6. Commissions, fees, or other charges on any transaction in my Account, or for any service for my Account, will be in accordance with the Merrill Lynch rates in effect at the time of the transaction or the provision of the service. Transaction fees will be deducted from the total amount of my purchase or the proceeds of my sale. Merrill Lynch may deduct from my Account any such fees, tax reimbursements or expenses owed to Merrill Lynch. If sufficient cash is not available in my Account, Merrill Lynch reserves the right to sell any assets in my Account to cover amounts due to Merrill Lynch.
7. Orders to purchase securities are subject to certain minimum dollar requirements, which are subject to change. Merrill Lynch will acquire securities as agent for me or sell as principal to me. All securities acquired for me shall be delivered to, and held and registered in the nominee name designated by Merrill Lynch. I may instruct Merrill Lynch to sell all or part of the securities in my Account and to use the proceeds to purchase another security, to leave the proceeds as cash in my Account pending further instructions, or to mail a check to me for the proceeds of the sale. Merrill Lynch will sell securities as agent for me or buy as principal from me. Upon request and subject to a delivery and/or transfer charge, a certificate in my name for the full shares of the security held in my Account, will be delivered to me. Unless I instruct you otherwise, any remaining fractional shares will be sold and the proceeds delivered to me. Proceeds of sales, where no transfer is involved, will be held for my Account as a free credit balance unless you are instructed otherwise.
8. Merrill Lynch may combine any of my orders to buy or sell securities with all other such orders received on a daily basis from other BlueprintSM Program clients. Orders are generally executed on the first business day following Merrill Lynch's acceptance of my order or as soon as practicable thereafter in accordance with procedures Merrill Lynch may announce from time to time. In the over-the-counter market, shares may be purchased or sold by or through Merrill Lynch over a period of time, and the average price of the shares shall be the price per share allocable to me.
9. Cash dividends on shares held in my Account on the record date for dividends will be credited to my Account on payment date and reinvested in the same security unless I instruct you to the contrary. My pro-rata share of stock dividends and stock splits will be credited to my Account. Other distributions of securities and rights to subscribe will be sold and the gross proceeds reinvested in additional shares of the underlying security with no transaction fees. In Optional Dividend Plans, dividends will be allocated in stock and not cash.
10. On receipt by you or your legal representative of advice of my legal incapacity or death, securities and other assets in my Account shall be held pending receipt of proper authorization and instructions.
11. Executions and other services shall be limited to those described in these Terms and Conditions or which Merrill Lynch may from time to time announce. All security purchases shall be made subject to the approval of Merrill Lynch. Clients who wish to avail themselves of services not offered in these accounts may at any time apply for a regular cash or margin account.
12. I will have the right to vote full shares, and Merrill Lynch will solicit instructions concerning the voting of full shares held in my Account. If such instructions are not received by Merrill Lynch on a timely basis, the voting of shares in my Account will be governed by the rules and policies of the New York Stock Exchange and the Securities and Exchange Commission then in effect.

SEPARATE THIS PAGE AND RETAIN FOR YOUR RECORDS

13. Employee Stock Purchase Plan: I understand that the substance of this paragraph 13 and paragraphs 14 and 15 below applies to my Account if I am an eligible participant in a stock purchase plan established by my employer pursuant to an Agreement with Merrill Lynch. Single payments in my Account may be made by forwarding to you a check or money order with a designation of the security to be purchased. Each acceptable payment, less standard charges, will be applied to the purchase of full shares and/or a fractional interest. The execution of single payment purchases or sales will be in accordance with the terms and conditions of this Account.

14. Employee Stock Purchase Plan: Payments for a Payroll Deduction Plan will periodically be made through payroll deductions by my employer. Each such payment may be commingled with other participants' funds and additional funds, if any, forwarded by my employer to purchase shares and fractional interest in shares. If shares for the Plan are purchased in the open market, they may be purchased over a period of time, and the average price of shares purchased shall be the price per share allocable to me. If shares are purchased directly from my employer, the Plan Document will state the investment date and purchase price formula to be used. I agree that Merrill Lynch may provide my employer with information concerning any transactions in my Plan shares.

15. A statement of all activity in my Account, including numbers of shares purchased or sold, the price per share, the transaction date, stock splits, dividends paid, and the total number of shares in my Account will be sent to me at least once each calendar quarter. Confirmation of dividend reinvestments will be contained in this statement. Other statements will be sent as required by law or regulation. Information on dividends paid on the shares held in my Account will be sent to the Internal Revenue Service and to me.

16. I may terminate my Account at any time by appropriate notice to Merrill Lynch. Merrill Lynch reserves the right to discontinue purchasing any security or to terminate purchases or sales for me or to terminate my Account upon reasonable notice to me. If I discontinue investments, I may leave any securities with Merrill Lynch to reinvest dividends. According to my instructions, when my Account is terminated, full shares will be delivered, subject to fees or charges. Any fractional shares will be sold and the proceeds, less any fees or charges, will be paid.

17. Merrill Lynch's liability shall be limited to the liability of a broker-dealer acting as an agent or principal with respect to the purchase and sale of a client's securities, and Merrill Lynch shall not be liable for the acts or omissions of any other person.

18. Merrill Lynch shall have the right to amend these Terms and Conditions by modifying or rescinding any of its existing provisions or by adding a new provision. Any such amendment shall be effective as of a date to be established by Merrill Lynch.

19. Unless I indicate non-acquiescence in writing, this agreement shall inure to the benefit of the successors of Merrill Lynch by merger, consolidation, or otherwise, and its assigns, and Merrill Lynch is authorized to transfer my Account to any such successors and assigns.

20. *Joint Accounts.* We confirm to Merrill Lynch that in all matters pertaining to the Joint Account you may act upon orders and instructions from either of us. In opening this Joint Account, we intend to create a joint tenancy with full rights of survivorship except that, if we are opening this account in the State of Louisiana or Texas or the Commonwealth of Puerto Rico, this account will be tenancy in common (a joint account without the Right of Survivorship).

Please be advised that Merrill Lynch, Pierce, Fenner & Smith Incorporated is not a bank and securities offered by us, unless otherwise indicated are not backed or guaranteed by any bank nor are they insured by the Federal Deposit Insurance Corporation.