

The Agreement defines the “Covered Period” as the period beginning on the date the Agreement was executed and ending upon the earliest to occur of:

- the other party to the agreement materially breaching an obligation thereunder;
- no Icahn Designee is elected to the Board of Directors at the 2014 Annual General Meeting;
- at any time on or after January 15, 2015, all the Icahn Designees have resigned and the Icahn Group has not designated replacements, as provided in the Agreement;
- 90 days after the Icahn Group ceases to own 3% of the outstanding shares of Company stock as of the date of the Agreement;
- the date on which (A) the Company has announced an extraordinary general meeting of the shareholders for any purpose (except as contemplated in the Agreement or if the Icahn Designees voted in favor of such extraordinary general meeting), (B) the Icahn Designees tender their resignation from the Board of Directors and (C) the Icahn Group provides written notice that it does not intend to exercise its right to designate replacement directors; or
- by mutual agreement of the parties.

Further, the Company has agreed to include the Icahn Designees in its slate of nominees for election to the Board of Directors at the 2014 Annual General Meeting and use the same solicitation efforts on behalf of the Icahn Designees as it does for the rest of the Company’s slate, including recommending that the Company’s shareholders vote in favor of the Icahn Designees. The obligation to include one or both of the Icahn Designees on the Company’s slate is predicated on the Icahn Group maintaining certain minimum share ownership levels in the Company. Further, if after the election of the Icahn Designees the Icahn Group ceases to own certain specified minimum amounts of Company stock, some or all of the Icahn Designees must resign from the Board of Directors. Prior to the 2014 Annual General Meeting, Mr. Intrieri has the right to attend meetings of the Board of Directors as a non-voting observer, provided that the Agreement has not been terminated prior to his attendance at any such meeting.

The foregoing is not a complete description of the terms of the Agreement. For a further description of the Agreement, including a copy of the Agreement, please see our Current Report on Form 8-K that we filed with the SEC on November 12, 2013.

Recommendation

The Board of Directors recommends you vote “**FOR**” the (re) election of these candidates as directors.