

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

**PROSPECTUS**



18,000,000 Shares of Common Stock Offered Pursuant to the  
AECOM  
Amended and Restated Employee Stock Purchase Plan

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- This prospectus relates to shares of the common stock, par value \$0.01 per share, of AECOM (“we” or the “Company”) that have been reserved for issuance pursuant to purchase rights that may be granted to eligible persons under the AECOM Amended and Restated Employee Stock Purchase Plan (the “ESPP”).
- The ESPP contains important terms that govern the terms and conditions of the offer and sale of the shares of common stock and define and limit participants’ rights and benefits.
- Our common stock is traded on the New York Stock Exchange under the symbol “ACM.”
- We may from time to time update the information contained in this prospectus by preparing a supplement to the prospectus or by including updating information in reports we file with the Securities and Exchange Commission.
- **Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

THIS PROSPECTUS SHOULD BE RETAINED FOR FUTURE REFERENCE.

The date of this prospectus is March 12, 2019

## CONTENTS

BACKGROUND .....	1
DESCRIPTION OF THE ESPP.....	2
1. Who Administers the ESPP? .....	2
2. What is the basic structure of the ESPP? .....	2
3. How Many Shares of Common Stock Are Subject to the ESPP?.....	2
4. Who is Eligible to Participate in the ESPP? .....	3
5. How Can I Participate in the ESPP? .....	3
6. What is the Purchase Price for Shares of Common Stock Offered Pursuant to the ESPP?.....	3
7. How do I Pay the Purchase Price for Shares of Common Stock Offered Pursuant to the ESPP? .....	3
8. What Part of My Compensation is Eligible for Payroll Deductions? .....	4
9. Will the Amount of My Payroll Deductions be Affected by My Rate of Pay? .....	4
10. Can I Contribute Additional Amounts if I Want to Buy Additional Shares of Common Stock?.....	4
11. Can I Make a Change to My Payroll Deduction Authorization? .....	4
12. Can I Withdraw Funds From My Payroll Deduction Account?.....	4
13. Do I Have Any Rights With Respect to Shares of Common Stock Covered by a Right of Purchase? .....	4
14. Can I Transfer or Assign Rights to Purchase Shares of Common Stock?.....	5
15. What Happens Upon a Change in the Company's Capitalization? .....	5
16. What Happens Upon My Termination of Employment? .....	5
17. Can the ESPP be Amended or Terminated? .....	5
18. Are There Restrictions on the Resale of the Shares of Common Stock I Purchase? .....	5

19.	What if I Am Currently Considered an Insider or Affiliate for Federal Securities Law Purposes?.....	6
20.	What is the Effective Date of the ESPP? .....	6
21.	Does Receipt of an Award Constitute an Employment Agreement? .....	6
22.	Is the ESPP or My Award Subject to ERISA?.....	6
UNITED STATES FEDERAL TAX CONSEQUENCES .....		6
23.	Am I Taxed on the Money Withheld to Purchase Common Stock? .....	7
24.	Do I Have to Pay Tax When I Purchase Common Stock Under the ESPP?.....	7
25.	When Will I Be Subject to U.S. Federal Income Tax on the Common Stock I Purchase Under the ESPP? .....	7
26.	How is My U.S. Federal Income Tax Liability Determined When I Sell My Common Stock? .....	7
27.	What Happens if I Make a Disqualifying Disposition? .....	7
28.	What Happens if I Make a Qualifying Disposition? .....	8
29.	What Happens if I Sell My Shares of Common Stock at a Loss?.....	8
30.	Does the Company Report My Sale to the IRS?.....	8
31.	Do I Have to Report the Sale of Common Stock to the Company?.....	8
32.	Does the Company Withhold Any Taxes Due as a Result of Any Income I Recognize on the Sale of My Shares of Common Stock? .....	8
33.	What Happens if I Die Before Disposing of My Shares of Common Stock?.....	9
SECURITIES LAWS MATTERS .....		9
General Information .....		9
Where You Can Find More Information.....		10

## **BACKGROUND**

The purpose of the ESPP is to encourage ownership of common stock of the Company by all eligible employees and to provide incentives for them to exert maximum efforts for the success of the Company. By extending to eligible employees the opportunity to acquire proprietary interests in the Company and to participate in its success, the ESPP may be expected to benefit the Company and its shareholders by making it possible for the Company to attract and retain qualified employees. The ESPP is intended to qualify as an employee stock purchase plan within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended (the “Code”).

This prospectus is divided into three main parts: summary information regarding the ESPP, information regarding the tax consequences of participating in the ESPP, and information on how you can learn more about the Company. You should consider this information in deciding whether and to what extent you wish to participate in the ESPP. If the prospectus does not adequately address a specific question, you should request a copy of the actual text of the ESPP from the Company. If this prospectus and the text of the ESPP conflict in any way, you should rely on the ESPP.

If you would like additional information about the ESPP or the ESPP’s administrators, contact:

**AECOM  
1999 Avenue of the Stars  
Suite 2600  
Los Angeles, California 90067  
(213) 593-8000  
Attn: Corporate Secretary**

***As you know, no one can predict the future value of any stock, and investment in a single security is inherently subject to greater risk than diversified investments. You should carefully and periodically evaluate your investments in the Company’s common stock to make sure that the amount of your investment is appropriate for your individual financial situation.***

## **DESCRIPTION OF THE ESPP**

### **1. Who Administers the ESPP?**

The ESPP is administered by the Compensation/Organization Committee of the Board of Directors of the Company (the “Committee”). The Committee may delegate administrative matters relating to the ESPP to such of the Company’s officers or employees as the Committee so determines in accordance with the terms of the ESPP. The Committee will have the plenary power, subject to and within the limits of the express provisions of the ESPP: (i) to construe and interpret the ESPP and to establish, amend, and revoke rules and regulations for its administration, including determining all questions of policy and expediency that may arise, and correcting any defect, supplying any omission, reconciling any inconsistency and interpreting or resolving any ambiguity in the ESPP or in any instrument associated with the ESPP in a manner and to the extent it deems necessary or appropriate to the operation of the ESPP; and (ii) to the extent not provided in the ESPP, to establish the terms under which common stock may be purchased. The Committee may adopt rules or procedures relating to the operation and administration of the ESPP to accommodate the specific requirements of local laws and procedures and may further adopt sub-plans applicable to particular subsidiaries or locations, which may be designed to be outside the scope of Section 423 of the Code.

### **2. What is the basic structure of the ESPP?**

The ESPP is a payroll deduction plan which provides an opportunity for eligible employees of the Company and its subsidiaries to purchase shares of common stock on a favorable basis. The ESPP will be implemented by a series of offering periods. Unless the Committee determines otherwise, there will be six 2-month offering periods each calendar year: (1) commencing on the first trading day of January and ending on the last trading day of the next following February; (2) commencing on the first trading day of March and ending on the last trading day of the next following April; (3) commencing on the first trading day of May and ending on the last trading day of the next following June; (4) commencing on the first trading day of July and ending on the last trading day of the next following August; (5) commencing on the first trading day of September and ending on the last trading day of the next following October; and (6) commencing on the first trading day of November and ending on the last trading day of the next following December.

### **3. How Many Shares of Common Stock Are Subject to the ESPP?**

The total number of shares of common stock that may be issued pursuant to purchase rights granted under the ESPP will not exceed 18,000,000. Such shares of common stock may be unissued shares, treasury shares or shares acquired by the Company in open market transactions.

Unless the Committee determines otherwise, the maximum number of shares of common stock that any individual will be offered the right to purchase during an offering period is 1,300. Further, any right to purchase shares of common stock under the ESPP will be subject to the limitations of Section 423(b)(8) of the Code (generally limiting accrual of the right of any employee to purchase shares under all employee stock purchase plans of the Company and any

subsidiary or parent corporation, qualified under Section 423 of the Code, to an annual rate of \$25,000 in fair market value on the offering date).

#### **4. Who is Eligible to Participate in the ESPP?**

The persons eligible to participate in the ESPP consist of all employees of the Company and/or a designated subsidiary whose customary employment is for at least 20 hours a week and who are 18 years of age or older. Interim or temporary employees shall not be eligible unless such individual has performed two years of service with the Company or a subsidiary and any individuals classified by the Company or a subsidiary as an independent contractor will not qualify as an employee for purposes of the ESPP unless a court or governmental agency determines that the individual is an “employee” under applicable law. The Committee or its delegate may designate subsidiaries that are eligible to participate in the ESPP.

#### **5. How Can I Participate in the ESPP?**

In order to participate in the ESPP for a particular offering period, you must complete the required enrollment forms and file such forms with the Committee or its designee no later than the due date prescribed by the Committee. The enrollment forms will include a payroll deduction authorization directing the Company to make payroll deductions from your compensation.

#### **6. What is the Purchase Price for Shares of Common Stock Offered Pursuant to the ESPP?**

Unless the Committee determines otherwise, the purchase price per share for an offering period will be 88% of the fair market value of the Company’s common stock on the last day of the offering period. In no event will the purchase price be less than the lesser of (i) 85% of the fair market value of the common stock on the date the offering period commences or (ii) 85% of the fair market value of the common stock on the last day of the offering period. The fair market value of a share of common stock on any relevant date will be the closing price of the common stock on the New York Stock Exchange on the date in question (or if there is no trading on such date, then on the first previous date on which there is trading).

#### **7. How do I Pay the Purchase Price for Shares of Common Stock Offered Pursuant to the ESPP?**

The purchase price of shares of common stock offered pursuant to the ESPP will be paid through payroll deductions. The Committee will maintain a payroll deduction account for you on the Company’s books (no separate account will actually be established). Unless the Committee determines otherwise, you may authorize a payroll deduction of any whole percentage up to a maximum of 10% of your eligible compensation per pay period for the purpose of purchasing common stock under the ESPP. Interest will not be accrued, payable or credited under ESPP on any amount in the payroll deduction account.

Each outstanding purchase right will be exercised automatically as of the last day of the offering period. The exercise of the purchase right will be effected by applying the amount

credited to your account on the last day of the offering period to the purchase of shares of common stock at the purchase price in effect for the offering period.

**8. What Part of My Compensation is Eligible for Payroll Deductions?**

Your base salary or base wages, plus all overtime pay received from the Company and/or subsidiaries (but excluding all bonus compensation) are eligible for payroll deductions.

**9. Will the Amount of My Payroll Deductions be Affected by My Rate of Pay?**

Yes. The rate of payroll deductions which you have authorized is a percentage of your eligible compensation. Thus, if your compensation changes, the amount of your payroll deductions as a dollar amount will change, but the percentage of compensation deducted will remain the same.

**10. Can I Contribute Additional Amounts if I Want to Buy Additional Shares of Common Stock?**

No.

**11. Can I Make a Change to My Payroll Deduction Authorization?**

You may decrease (but not increase) the rate of your payroll deductions during the offering period by completing or filing with the Company a new enrollment form authorizing a change in payroll deduction rate. The Committee may, in its discretion, limit the number of deduction rate changes during any offering period. The change in rate will be effective with the first full payroll period following 5 business days after the Company's receipt of the new deduction authorization form unless the Company elects to process a given change in participation more quickly. Unless the Committee provides otherwise, your deduction authorization will continue in effect from offering period to offering period, unless you cease participation in the ESPP or elect a different rate by filing the appropriate form with the Committee on the due date designated by the Committee prior to the first day of the offering period for which the new rate is to become effective.

**12. Can I Withdraw Funds From My Payroll Deduction Account?**

Yes. You may, through notification to the Committee or its designee by the due date specified by the Committee prior to the close of the offering period, terminate your outstanding purchase right and receive a refund of the amounts deducted from your earnings under the terminated right. You will not be eligible to rejoin the offering period following the termination of the purchase right and will have to re-enroll in the ESPP in accordance with the terms of the ESPP should you wish to resume participation in a subsequent offering period.

**13. Do I Have Any Rights With Respect to Shares of Common Stock Covered by a Right of Purchase?**

You will have no rights as a stockholder with respect to shares subject to any purchase

right you hold under the ESPP until that right is exercised and common stock is credited to your account at the end of a purchase period. No adjustments will be made for any dividends or distributions for which the record date is prior to such date.

**14. Can I Transfer or Assign Rights to Purchase Shares of Common Stock?**

No purchase right granted to you will be assignable or transferable and a purchase right will be exercisable only by you.

**15. What Happens Upon a Change in the Company's Capitalization?**

In the event there is any change in the shares of the Company through the declaration of stock dividends or a stock split-up, or through recapitalization resulting in share split-ups, or combinations or exchanges of shares, or otherwise, the Committee will make appropriate adjustments in the number of shares available for purchase under the ESPP, as well as the shares subject to purchase rights and purchase price thereof, and will take any further actions which, in the exercise of its discretion, may be necessary or appropriate under the circumstances, and its determination will be final, binding and conclusive.

**16. What Happens Upon My Termination of Employment?**

If you cease to be an employee for any reason during an offering period, your outstanding purchase right will immediately terminate and all sums previously collected from you under the terminated right will be refunded.

**17. Can the ESPP be Amended or Terminated?**

The Committee may amend the ESPP at any time, provided, that no amendment will be made without shareholder approval, where such approval is required under Section 423 of the Code or other applicable laws or regulations, including the rules and regulations of any applicable securities exchange. The rights and obligations with respect to purchase rights at any time outstanding under the ESPP may not be altered or impaired by any amendment of the ESPP, except (i) with the consent of the person to whom such purchase rights were granted, (ii) as necessary to comply with any laws or regulations, or (iii) as necessary to ensure that the ESPP and/or purchase rights granted under the ESPP comply with the requirements of Section 423 of the Code.

**18. Are There Restrictions on the Resale of the Shares of Common Stock I Purchase?**

It is against the law for you to buy or sell common stock when you are aware of material nonpublic information. Federal laws and our policies prohibit directors, officers, employees and consultants from trading on the basis of information that has not been disclosed to the public when buying or selling stock. This includes any "material information" that may affect the price of our common stock. This restriction also applies to members of your household and others who may receive the information from you. Please refer to our insider trading policy for



questions about our policies. You may be subject to further trading restrictions in order to prevent the appearance of insider trading.

**19. What if I Am Currently Considered an Insider or Affiliate for Federal Securities Law Purposes?**

If you are an “affiliate” of ours (generally, the executive officers named in our annual report and in subsequent filings with the Securities and Exchange Commission), you will generally have to sell your shares of common stock pursuant to Rule 144 under the Securities Act of 1933, as amended. Rule 144 limits the amount of our common stock that may be sold in any three-month period by an affiliate to no more than the greater of (i) one 1% of the outstanding shares of common stock and (ii) the average weekly reported volume of trading in common stock on any exchange on which the Company’s common stock is traded, during the 4 calendar weeks preceding the sale. If you are an affiliate, you may not use this prospectus to reoffer or resell shares of common stock you obtained under the ESPP.

If you are an “insider” subject to Section 16 of the Securities Exchange Act of 1934, as amended (generally the same persons as those defined as “affiliates” for Rule 144 purposes), your acquisitions of common stock under the ESPP generally will not be considered matchable “purchases” for purposes of Section 16(b) short-swing liability. You should note, however, that the *sale* of shares of common stock received under the ESPP may not be exempt from Section 16(b) and may be matched with certain purchases outside the ESPP within a 6-month period before or after the sale. Acquisitions and sales under the ESPP by insiders are also subject to reporting under Section 16(a). The Company advises officers, directors and 10% stockholders to consult their counsel with respect to the effect of Section 16 upon their participation in the ESPP.

**20. What is the Effective Date of the ESPP?**

The ESPP originally became effective on March 5, 2010. The ESPP was most recently approved by the Company’s shareholders on March 6, 2019.

**21. Does Receipt of an Award Constitute an Employment Agreement?**

Nothing in the ESPP or in any purchase right under the ESPP will confer on any employee any right to continue in the employment of the Company or any of its subsidiaries or to interfere in any way with the right of the Company or any of its subsidiaries to terminate his or her employment at any time.

**22. Is the ESPP or My Award Subject to ERISA?**

We believe that the ESPP is not subject to the Employee Retirement Income Security Act of 1974 or Section 401(a) of the Code.

**UNITED STATES FEDERAL TAX CONSEQUENCES**

The following discussion is for general information only and is based on the U.S. federal

income tax law now in effect, which is subject to change, possibly retroactively. The questions and answers below do not discuss all aspects of the U.S. federal income taxation which may be important to you in light of your individual investment circumstances or if you are subject to special tax rules. Moreover, this summary does not address specific state, local or foreign tax consequences. This summary assumes that the common stock you acquire upon purchase will be held as a “capital asset” (generally property held for investment) as defined by the Code. **YOU ARE URGED TO CONSULT YOUR TAX ADVISOR REGARDING THE SPECIFIC U.S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF YOUR TRANSACTIONS.**

**23. Am I Taxed on the Money Withheld to Purchase Common Stock?**

Yes. The money withheld from your compensation to purchase common stock under the ESPP is taxable income to you just as if you had actually received the money. The amount withheld under the ESPP is subject to all payroll taxes such as Social Security and state, local and federal income taxes.

**24. Do I Have to Pay Tax When I Purchase Common Stock Under the ESPP?**

Even though you are buying the common stock at a discount to the fair market value of the common stock at the time of purchase, you do not have to pay income or employment tax on this benefit to you at the time of purchase.

**25. When Will I Be Subject to U.S. Federal Income Tax on the Common Stock I Purchase Under the ESPP?**

Generally, you will recognize income for purposes of U.S. federal income tax in the year in which you make a disposition of the purchased common stock. The term “disposition” generally includes any transfer of legal title, whether by sale, exchange or gift. It does not include a transfer to your spouse, a transfer into joint ownership if you remain one of the joint owners, or a transfer into your brokerage account.

**26. How is My U.S. Federal Income Tax Liability Determined When I Sell My Common Stock?**

Your U.S. federal income tax liability will depend on whether you make a disqualifying or qualifying disposition of the purchased common stock. A disqualifying disposition is any sale or other disposition which is made within 2 years after the offering date or within 1 year after the purchase date. A qualifying disposition will occur if the sale or other disposition of the common stock is made after you have held the common stock for more than 2 years after the offering date and more than 1 year after the purchase date.

**27. What Happens if I Make a Disqualifying Disposition?**

You will recognize ordinary income in the year of the disqualifying disposition equal to the excess of (i) the fair market value of the common stock on the purchase date over (ii) the

purchase price paid for the common stock. The Company will be entitled to an income tax deduction in an amount equal to such excess for the taxable year in which such disposition occurs. Any additional gain recognized upon the disqualifying disposition will be capital gain. The capital gain will be long-term if you held the common stock more than 1 year after the purchase date, and will be short-term if you held the common stock not more than 1 year from the purchase date.

**28. What Happens if I Make a Qualifying Disposition?**

You will recognize ordinary income in the year of the qualifying disposition equal to the lesser of (i) the amount by which the fair market value of the common stock on the date of the qualifying disposition exceeds the purchase price paid for the common stock, or (ii) the amount by which the fair market value of the common stock on the offering date exceeds the discounted purchase price. The Company is not entitled to an income tax deduction with respect to such disposition. Any additional gain recognized upon the qualifying disposition will be capital gain. Under current law, the capital gain will be long-term because you held the common stock for more than 1 year after the purchase date

**29. What Happens if I Sell My Shares of Common Stock at a Loss?**

Generally, if the fair market value of the common stock on the date of a qualifying disposition is less than the purchase price you paid for the common stock, there will be no ordinary income, and any loss recognized will be a long-term capital loss. However, if the loss arises in connection with a disqualifying disposition, you may still recognize as ordinary income, and be taxed on, the excess of (i) the fair market value of the common stock on the purchase date over (ii) the purchase price paid for the common stock.

**30. Does the Company Report My Sale to the IRS?**

The Company is required to report to the IRS any ordinary income recognized by you as a result of a disposition of your ESPP shares, if such information is available to the Company. Assuming the information is available, the amount of ordinary income you recognize will be reported by the Company on your W-2 wage statement for the year of the disposition.

**31. Do I Have to Report the Sale of Common Stock to the Company?**

IF YOU SELL YOUR COMMON STOCK WITHIN 2 YEARS AFTER THE OFFERING DATE OR WITHIN ONE YEAR AFTER THE PURCHASE DATE, YOU MUST NOTIFY THE COMPANY IN WRITING WITHIN 30 DAYS AFTER THE DATE OF SUCH SALE.

**32. Does the Company Withhold Any Taxes Due as a Result of Any Income I Recognize on the Sale of My Shares of Common Stock?**

Any applicable income taxes which arise in connection with your participation in the ESPP, including any ordinary income which you recognize upon a disqualifying disposition, are

your responsibility to report and pay. The Company has the right, but not the obligation, to make a deduction for ordinary income taxes due on a disqualifying disposition.

### **33. What Happens if I Die Before Disposing of My Shares of Common Stock?**

The personal representative of your estate must report as ordinary income in the year of your death the lesser of: (i) the amount by which the fair market value of the common on the date of your death exceeds the purchase price paid for the common stock, or (ii) the amount by which the fair market value of the common stock on the offering date exceeds the discounted purchase price.

## **SECURITIES LAWS MATTERS**

### **General Information**

The Company has filed a registration statement on Form S-8 with the Securities and Exchange Commission under the Securities Act of 1933 with respect to the shares of our common stock issuable under the ESPP. This prospectus does not contain all of the information set forth in the registration statement and its exhibits. The terms of the ESPP and the purchase rights granted under the ESPP are controlling over this prospectus, and they contain important information. You should read the ESPP in its entirety.

While this prospectus sets forth information about the ESPP, statements contained in this prospectus may not fully describe all aspects of the ESPP. Please refer to the specific provisions of the ESPP. You can obtain copies of the ESPP by writing or telephoning us at the address given on page 1 of this prospectus.

The Company hereby “incorporates by reference” into this prospectus the documents listed below, which means that the Company is disclosing important information to you by referring you to those documents. The information that the Company files later with the Commission will be deemed to automatically update and supersede this information. Specifically, the Company incorporates by reference:

- The Company’s latest Annual Report on Form 10-K which was filed pursuant to Sections 13(a) or 15(d) of the U.S. Securities Exchange Act of 1934 (the “Exchange Act”), or our latest prospectus filed pursuant to Rule 424(b) under the U.S. Securities Act of 1933, as amended (the “Securities Act”), that contains audited financial statements for our latest fiscal year for which such statements have been filed;
- All other reports filed pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report, the prospectus or the registration statement referred to in (a) above; and
- The description of the common stock contained in the Company’s Registration Statement on Form S-1 filed with the Commission on March 8, 2007, together with any amendment or report filed with the Commission for the purpose of updating such

description.

All reports and other documents filed pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act will be deemed to be incorporated by reference herein and to be a part of this prospectus from the date of the filing of such reports and documents, if such reports or other documents are filed (a) after the date of this prospectus, and (b) prior to the filing of a post-effective amendment which indicates that all securities offered pursuant to the registration statement on Form S-8 we filed with the SEC registering the shares reserved under the ESPP have been sold or which deregisters all securities then remaining unsold.

You may request a copy of these filings, and information about the ESPP or the members of the Committee, at no cost, by writing or telephoning us at AECOM, 1999 Avenue of the Stars, Suite 2600, Los Angeles, California 90067, Attn: Corporate Secretary. The Company will also provide electronic or paper copies of other documents required to be delivered pursuant to Rule 428(b) under the Securities Act of 1933 without charge to each person to whom the Company delivers this prospectus, upon the person's written or oral request. At the time you are first provided this prospectus, you are to be provided access to an electronic copy of the Company's most recent annual report to stockholders or another document that contains the Company's most recent audited financial statements for the Company's last fiscal year. Subsequently, the Company will provide you access to electronic copies of any such reports, proxy statements and other materials distributed to our stockholders generally. If you have not received or do not receive these documents or wish to obtain paper copies of them, please notify the Company at the address contained on page one of this prospectus and copies will be provided you free of charge.

The Company has not authorized any person to give any information or to make any representations other than those contained in this prospectus in connection with the offer contained in this prospectus. If given or made, you must not rely upon any such information or representation as having been authorized by us. This prospectus is not an offer to sell or a solicitation of an offer to buy any of the securities offered by this prospectus, nor will there be any sale of these securities by anyone, in any state in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state, or in which the person making the offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such an offer, solicitation or sale.

### **Where You Can Find More Information**

The Company is subject to the informational requirements of the Securities Exchange Act of 1934. Therefore, we file important reports and other information about the Company with the Securities and Exchange Commission.

- Our Securities and Exchange Commission filings are available to the public over the Internet at the Securities and Exchange Commission's website at <http://www.sec.gov>. Various other websites also provide access to this information through the Securities and Exchange Commission's "EDGAR" database.

- You may also read and copy the reports and other information that we file at the public reference facility maintained by the Securities and Exchange Commission at Room 1580, 100 F Street, N.E., Washington, D.C. 20549. Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information about the public reference room.

We distribute to stockholders, on an annual basis, an annual report. The annual report includes important financial information about us. The financial statements in the annual reports are examined by our independent public accountants and include the opinions of these accountants.