

Linear Technology Corporation
2005 Employee Stock Purchase Plan
Prospectus

The date of this prospectus is October 3, 2005

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

TABLE OF CONTENTS (continued)

	<u>Page</u>
TABLE OF CONTENTS	
	<u>Page</u>
INTRODUCTION	4
1. What is the Purchase Plan?	4
2. How does the Purchase Plan work?	4
3. How many shares are available under the Purchase Plan?	5
4. What should I know about this prospectus?	5
5. When will the Purchase Plan terminate?	5
ADMINISTRATION AND ELIGIBILITY	6
6. Who administers the Purchase Plan?	6
7. Can the Purchase Plan be amended?	6
8. Who is eligible to participate?	6
OPERATION OF THE PURCHASE PLAN	6
9. How do I become a participant?	6
10. If I decide not to enroll right now, will I have another opportunity?	6
11. How much may I contribute?	7
12. When are my contributions credited to the Purchase Plan?	7
13. May I make cash contributions to the Purchase Plan in addition to my payroll deduction?	7
14. Do I automatically own common stock as soon as the cost has been deducted from my compensation?	7
15. What price will I pay?	7
16. How many shares can I buy?	8
17. May I begin participating in the middle of an offering period?	8
18. May I increase or decrease my payroll deductions during an offering period?	8
19. May I withdraw from the Purchase Plan at any time?	8
20. What happens to the shares I purchase?	9
21. What records will I receive regarding my account?	9
22. Do I receive interest on my contributions?	9
23. What happens if Linear Technology is dissolved or liquidated?	9
24. What happens if Linear Technology is acquired or sold?	9
25. Does participation in the Purchase Plan affect my employment with Linear Technology or its designated subsidiary employing me?	9
26. What happens if my employment with Linear Technology (or its designated subsidiary employing me) terminates?	10
27. What happens if I die while a Participant?	10
28. What happens if I go on a leave of absence?	10
29. How does Linear Technology use the funds from the Purchase Plan?	10
30. Can I transfer my payroll deductions or rights to participate in the Purchase Plan?	10

TABLE OF CONTENTS

(continued)

	<u>Page</u>
TAX AND ERISA INFORMATION	10
31. Am I taxed on the money withheld to purchase shares?.....	11
32. When will I be subject to federal income tax on shares acquired under the Purchase Plan?	11
33. Is there any withholding tax at the time I purchase or sell common stock?	11
34. How is the federal income tax liability determined?	11
35. What if I make a disqualifying disposition?	11
36. What if I make a qualifying disposition?	12
37. What if I die before disposing of the shares?	13
38. What are the federal tax consequences to Linear Technology?.....	13
39. Is the Purchase Plan subject to ERISA?	13
INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE	15
ADDITIONAL INFORMATION ABOUT THE PURCHASE PLAN AND PROSPECTUS	13
40. Does the Purchase Plan limit a participant's ability to resell shares acquired under the Purchase Plan?	13
41. What other conditions are associated with the purchase, issuance, and delivery of my shares?	14
42. What if I need more information?.....	14
43. What else should I know about this prospectus?	14

INTRODUCTION

Linear Technology Corporation is adopting a new 2005 Employee Stock Purchase Plan, referred to below as the “**Purchase Plan**.” The new Purchase Plan has been put forward for the approval of our stockholders at their Annual Meeting on November 2, 2005. If the Purchase Plan is approved by the stockholders, it will be implemented immediately, replacing our existing 1986 Employee Stock Purchase Plan, which expires in April 2006.

The questions and answers in this prospectus give a summary of the main features of the Purchase Plan. Please read this prospectus carefully. Linear Technology Corporation and any subsidiary whose employees are designated by our Board to participate in the Purchase Plan are referred to in this prospectus as “**Linear Technology**,” “**we**,” “**us**” and “**our**.”

1. *What is the Purchase Plan?*

Our Purchase Plan provides employees with an opportunity to purchase common stock through accumulated payroll deductions.

The Purchase Plan allows you to:

- Invest up to ten percent (10%) of your eligible compensation in our common stock through payroll deductions.
- Purchase shares of our common stock, up to a maximum of three hundred (300) during an offering period (i.e., every six months) at a discount of fifteen percent (15%) of its fair market value on the purchase date.

The Purchase Plan is not a qualified deferred compensation plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is not subject to the provisions of the Employee Retirement Income Security Act of 1974 (“**ERISA**”).

2. *How does the Purchase Plan work?*

The Purchase Plan is implemented through consecutive offering periods of approximately six months in length, with the first offering period expected to commence upon stockholder approval of the Purchase Plan on November 2, 2005 and to end on April 28, 2006.

If you elect to enroll in the Purchase Plan you will be granted the right at the start of the offering period to purchase shares of our common stock at the end of the offering period with contributions made by you through payroll deductions of either five percent (5%) or ten percent (10%) of your eligible compensation. Your payroll deductions will be accumulated and at the end of the offering period will be applied to purchase shares of common stock. The purchase price will be eighty-five percent (85%) of the fair market value of our common stock on the last day of an offering period. The fair market value of our common stock on the first day of an offering period is no longer a factor in determining purchase prices under the Purchase Plan.

3. *How many shares are available under the Purchase Plan?*

There are one million (1,000,000) shares of our common stock available for sale under the Purchase Plan.

In the event of any increase or decrease in the number of shares of our common stock resulting from a dividend or other distribution, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, exchange of our common stock or other securities, or other change in our corporate structure, the Administrator will adjust the number and class of shares available under the Purchase Plan, and the price per share and number of shares of our common stock covered by each outstanding option. Such adjustments will be made by the Administrator, whose determination in that respect will be final, binding, and conclusive.

4. *Is the Purchase Plan subject to approval of our stockholders?*

Yes. The Purchase Plan will be implemented if our stockholders do not approve it at the Annual Meeting on November 2, 2005. If they approve it, the Purchase Plan will be implemented immediately, with the first offering period commencing that day. If the stockholders do not approve the Purchase Plan, it will not be implemented, and the existing 1986 Employee Stock Purchase Plan will continue to operate until it expires in April 2006.

5. *If I'm already participating in the 1986 Employee Stock Purchase Plan, do I need to sign up again to participate in the new Purchase Plan?*

Yes. The new Purchase Plan is a completely different plan from the 1986 Employee Stock Purchase Plan. Your participation in the 1986 Employee Stock Purchase Plan will not be rolled over automatically into the new Purchase Plan. If you want to participate in the new Purchase Plan, you must complete and return a new enrollment form. See Question 11 below for more information about enrolling.

6. *When will the Purchase Plan terminate?*

The Purchase Plan will continue in effect until terminated by the Administrator.

7. *What should I know about this prospectus?*

This prospectus describes the main features of the Purchase Plan as of October 3, 2005. However, this prospectus does not contain all of the terms and conditions of the official Purchase Plan document. Accordingly, if there is any difference between the terms and conditions of the Purchase Plan as described in this prospectus and the provisions of the Purchase Plan document, the Purchase Plan document will govern.

ADMINISTRATION AND ELIGIBILITY

8. *Who administers the Purchase Plan?*

The Purchase Plan is administered, at our expense, by our Board or a committee appointed by our Board (the “**Administrator**”). The Administrator has final authority on all questions of interpretation, construction and application under the Purchase Plan.

9. *Can the Purchase Plan be amended?*

Yes. The Administrator may at any time and for any reason amend or terminate the Purchase Plan, except that certain amendments may require stockholder approval. The Purchase Plan will continue until terminated by the Administrator. Generally, no termination may affect the terms of an offering period in progress, except that the offering period may be shortened as determined by the Administrator in its sole discretion. Nonetheless, the Administrator may make certain changes without your consent, if the Administrator determines the change to the ongoing operation of the Purchase Plan would be in the best interest of the Company and its stockholders.

10. *Who is eligible to participate?*

You are eligible to participate in the Purchase Plan if, at the beginning of an offering period, you are employed by us (or a designated subsidiary) and scheduled to work for us for at least twenty (20) hours per week and more than five (5) months in any calendar year. The Administrator may change the eligibility requirements consistent with the terms of the Purchase Plan, provided that any such determination must be made prior to the commencement of the applicable offering period and must be made on a uniform and nondiscriminatory basis.

You may not participate in the Purchase Plan if, taking into account your participation in the Purchase Plan, you own five percent (5%) or more of the total combined voting power or value of all classes of our capital stock. In addition, your right to buy shares under the Purchase Plan may not accrue at a rate in excess of \$25,000 in the fair market value of such shares (determined at the beginning of the applicable offering period) per calendar year for each calendar year in which the offering period is in effect.

OPERATION OF THE PURCHASE PLAN

11. *How do I become a participant?*

You may enroll in the Purchase Plan by completing an enrollment agreement and submitting it to our payroll office prior to the applicable enrollment date. Your enrollment agreement will remain in effect for subsequent offering periods unless you revise or revoke it.

12. *If I decide not to enroll right now, will I have another opportunity?*

Yes. You may enroll before the start of any subsequent offering period during which the Purchase Plan is in effect. However, you may not enroll in an offering period after the enrollment date for that offering period has passed.

13. *How much may I contribute?*

You may contribute payroll deductions of either five percent (5%) or ten percent (10%) of your eligible compensation. For this purpose, eligible compensation generally means base gross earnings, but excludes payments for overtime, shift premiums, incentive compensation, incentive payments, bonuses and other compensation.

After you authorize us to make deductions for the purchase of shares under the Purchase Plan, we will make those deductions from your paycheck each pay period during an offering period and hold the accumulated amounts in an account in your name until the completion of the offering period. You will not receive any interest on the amounts of your compensation that we accumulate in that account for the purchase of shares under the Purchase Plan.

14. *When are my contributions credited to the Purchase Plan?*

Your authorized payroll deductions will begin on the first payday following the commencement of the offering period and will end on the last payday in the offering period (unless your participation in the Purchase Plan has already terminated). Your payroll deductions will be held in an account in your name until the completion of the offering period.

15. *May I make cash contributions to the Purchase Plan in addition to my payroll deductions?*

No.

16. *Do I automatically own common stock as soon as a deduction has been made from my compensation?*

No. Shares of common stock are actually purchased only on the date determined by the Administrator, which is referred to as the “**purchase date**,” for that offering period. Unless you have withdrawn from the Purchase Plan, your accumulated deductions will be used to purchase the shares automatically on the purchase date. Generally, the purchase date will be the last trading day of each offering period, unless the Administrator provides otherwise.

You will have no interest or voting right in any shares until the offering period has ended and the shares have been purchased for you on the purchase date. In addition, you must still be employed by us on the purchase date for shares to be purchased for you.

17. *What price will I pay?*

The purchase price will be eighty-five percent (85%) of the fair market value of our common stock on the purchase date of an offering period (i.e., the last day of an offering period). The Administrator in its sole discretion, however, may change the way the purchase price is calculated for any future offering periods, provided that in no event may the purchase price be less than eighty-five percent (85%) of the lower of the fair market value of our common stock on:

- the first trading date of each offering period, or

- the purchase date for the offering period.

The fair market value is determined by the Administrator as provided in the Purchase Plan, but generally is the closing sale price of our common stock on the applicable date.

18. *How many shares can I buy?*

You may purchase up to a maximum of three hundred (300) shares of our common stock during an offering period. If your contributions would allow you to purchase more than three hundred (300) shares on any purchase date, then your excess contributions will be returned to you promptly after the end of the applicable offering period.

Within this limit, the number of shares purchased depends on the fair market value of our common stock on the purchase date for that offering period and the total amount of your accumulated payroll deductions on the purchase date. On the purchase date, your accumulated contributions will be used to purchase whole shares at the purchase price.

You cannot buy a fraction of a share. Any cash remaining to buy less than a whole share will automatically be rolled over into the next offering period.

If the number of shares that are to be purchased for an offering period exceeds the number of shares available under the Purchase Plan on either the enrollment date or purchase date for the offering period, the Administrator may, in its sole discretion, provide for a pro rata allocation of the available shares of common stock among the participants.

19. *May I begin participating in the middle of an offering period?*

No. To participate in an offering period, you must enroll prior to the first day of that offering period.

20. *May I increase or decrease my payroll deductions during an offering period?*

Yes. You may decrease (but not increase) your rate of payroll deductions during an offering period by submitting a new enrollment agreement. The Administrator may, in its sole discretion, change the nature and/or number of payroll deduction rate changes that may be made by participants during any offering period.

21. *May I withdraw from the Purchase Plan at any time?*

Yes. If you find it necessary to withdraw from the Purchase Plan, simply complete a written notice of withdrawal form and send it to our payroll office prior to the purchase date of the offering period. Your payroll deductions will stop, and you will be issued a check for the balance in your account within a reasonable time period. If you do withdraw from the Purchase Plan, you cannot rejoin until the next offering period.

22. *What happens to the shares I purchase?*

As soon as reasonably practicable after the purchase date, the shares you purchased will be delivered to you.

23. *What records will I receive regarding my account?*

Individual accounts will be maintained for each participant in the Purchase Plan. You will receive a statement of your account at least once a year. The statement will summarize the amount of your payroll deductions, the purchase price of the shares you purchased, the number of shares you purchased, and any remaining cash balance.

24. *Do I receive interest on my contributions?*

No.

25. *What happens if Linear Technology is dissolved or liquidated?*

In the event of our proposed dissolution or liquidation, the Administrator will shorten the offering period then in progress by setting a new purchase date before the date of our proposed dissolution or liquidation. The Administrator will notify you that the purchase date has been changed and that shares will automatically be purchased for you on that new date, unless you have withdrawn from the offering period.

26. *What happens if Linear Technology is acquired or sold?*

In the event we merge with or into another corporation, we sell substantially all of our assets, a person becomes the owner of fifty percent (50%) or greater of our stock, or certain changes happen in the composition of our Board, your right to purchase shares under the Purchase Plan will be assumed or substituted for by the successor corporation (or a parent or subsidiary of such successor corporation). If the successor corporation refuses to assume or substitute for your right to purchase shares, any offering period then in progress will be shortened by setting a new purchase date. In such event, the Administrator will notify you that the purchase date has been changed, and participants may withdraw if they do not want to purchase shares on the new purchase date.

27. *Does participation in the Purchase Plan affect my employment with Linear Technology or its subsidiaries?*

Neither the Purchase Plan nor any outstanding purchase right under it is intended to provide you with any right or claim to remain in the employ of Linear Technology (or its designated subsidiary employing you) for any specific period. Regardless of your participation in the Purchase Plan, your employment may be terminated at any time, with or without cause.

28. *What happens if my employment with Linear Technology (or its subsidiary) terminates?*

Upon your termination of employment, you will automatically be withdrawn from the Purchase Plan, and the payroll deductions credited to your account during the pending offering period not yet used to purchase shares will be returned to you. You cannot purchase shares under the Purchase Plan after termination of your employment.

29. *What happens if I die while I am a participant?*

When you enroll in the Purchase Plan, you may file a written designation of a beneficiary who is to receive any shares or cash in your account in the event of your death. You may change your beneficiary at any time by written notice. If you do not have a beneficiary validly designated at the time of your death, any shares or cash will be delivered to the executor or administrator of your estate. If no executor or administrator has been appointed, we may deliver such amounts to your spouse, dependents, relatives or certain other persons, in our discretion.

30. *What happens if I go on a leave of absence?*

If at any time you cease to be actively employed by us or any of our designated subsidiaries for a period of more than ninety (90) days because of a leave of absence, you generally will be withdrawn from the Purchase Plan, and the payroll deductions accumulated in your account will be returned to you, unless your right to employment is guaranteed by contract or statute. You may rejoin the Purchase Plan on your return to active employee status at the commencement of the next offering period by filing a new subscription agreement through the normal enrollment process.

31. *How does Linear Technology use the funds from the Purchase Plan?*

We may use all funds held by us under the Purchase Plan for any corporate purpose.

32. *Can I transfer my payroll deductions or rights to participate in the Purchase Plan?*

No. Any attempt to assign, transfer, pledge or otherwise dispose of your payroll deductions or rights to purchase stock may be treated as an election to withdraw from an offering period.

TAX AND ERISA INFORMATION

The following discussion is intended only as a summary of the general United States income tax laws that apply to participation in the Purchase Plan and the sale of any shares purchased thereunder. The particular federal, state and local tax consequences for any particular taxpayer will depend upon his or her individual circumstances. Accordingly, we strongly advise you to seek the advice of a qualified tax adviser regarding your participation in the Purchase Plan. **Also, if you are not a United States taxpayer, the taxing jurisdiction or jurisdictions that apply to you will determine the tax effect of your participation in the Purchase Plan.**

33. *Am I taxed on the money withheld to purchase shares?*

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

34. *When will I be subject to federal income tax on shares acquired under the Purchase Plan?*

Even though you are buying the common stock at a price that may be up to fifteen percent (15%) or more below the fair market value of the common stock at the time of purchase, you do not have to pay income tax on this benefit to you at the time of purchase. You will recognize income only in the year in which you dispose of your Purchase Plan shares. A disposition generally includes any transfer of legal title, including a transfer by sale, exchange or gift, but does not include a transfer to your spouse, a transfer into joint ownership (if you are one of the joint owners), a pledge, a transfer by bequest or inheritance following your death, or certain tax-free exchanges permitted under the Code.

35. *Is there any withholding tax at the time I purchase or sell Purchase Plan shares?*

Linear and its subsidiaries are not currently required to withhold any income, employment or other taxes when Purchase Plan shares are either purchased or sold by you.

However, if applicable law changes such that at the time shares are purchased for you, or at the time some or all of the shares issued to you under the Purchase Plan are disposed of, requires us to withhold any tax amounts, you must make adequate provision for us to meet these withholding obligations. We may also at any time, but will not be obligated to, withhold from your compensation the amount necessary for us to meet applicable withholding obligations, including any withholding required to make available to us any tax deductions or benefits attributable to the sale or early disposition of your shares.

36. *How is the federal income tax liability determined?*

Your federal income tax liability will depend on whether you make a qualifying or disqualifying disposition of your Purchase Plan shares. A qualifying disposition is a sale or other disposition of shares (a) more than two (2) years after the start of the particular offering period in which such shares were acquired and (b) more than one (1) year after the actual purchase date (generally the end of that offering period). A disqualifying disposition is any sale or other disposition that is made prior to the satisfaction of either of these minimum holding period requirements.

37. *What if I make a disqualifying disposition?*

If you make a disqualifying disposition, you will generally recognize ordinary income in the year of the disposition in an amount equal the excess of (a) the fair market value of the purchased shares on the purchase date over (b) the purchase price paid for the shares. We are required to report to the Internal Revenue Service any ordinary income recognized by you as a

result of a disqualifying disposition if that information is available to us. The amount of this ordinary income will, however, be added to your basis in the shares, and any resulting gain or loss recognized upon the disposition will be a capital gain or loss. If the shares have been held for more than one (1) year since the date of purchase, the gain or loss will be long-term and taxed at a maximum federal rate of fifteen percent (15%).

Example: On October 30, 2005 you purchased 20 shares of common stock at a price of \$32.30 per share when the market price was \$38.00 per share. On June 1, 2006, you sell the shares for \$40.00 per share in a disqualifying disposition.

Because the disposition of the shares is made less than one (1) year after the purchase date, the sale is a disqualifying disposition of the shares. For federal income tax purposes, the gain upon the sale will be divided into two components:

- **Ordinary Income:** You will recognize ordinary income in the amount of \$5.70 per share, the excess of the \$38.00 per share market value of the shares on the purchase date over the \$32.30 per share purchase price.
- **Capital Gain:** You will also recognize a short-term capital gain of \$2.00 per share, the excess of the \$40.00 per share selling price over the \$38.00 per share market value on the purchase date.

38. *What if I make a qualifying disposition?*

If you make a qualifying disposition, you will generally realize ordinary income in the year of the disposition equal to the lesser of (a) the amount by which the fair market value of the shares on the date of the qualifying disposition exceeds the purchase price or (b) fifteen percent (15%) of the fair market value of the shares on the start date for the offering period in which those shares were acquired. We are required to report to the Internal Revenue Service any ordinary income recognized by you as a result of a qualifying disposition if that information is available to us. This amount of ordinary income will, however, be added to your basis in the shares, and any additional gain recognized upon the qualifying disposition will be a long-term capital gain. If the fair market value of the shares on the date of the qualifying disposition is less than the purchase price, there will be no ordinary income and any loss recognized will be a long-term capital loss.

Example: On November 2, 2005, the start date of an offering period, the market value of the common stock is \$35.00 per share. On the April 28, 2006 purchase date, 200 shares of common stock are purchased on your behalf at a price of \$32.30 per share when the market value is \$38.00 per share. On June 1, 2008 you sell the shares for \$40.00 per share.

Because the sale of the shares is made (a) more than two (2) years after the start date of the offering period in which the shares were acquired and (b) more than one (1) year after the purchase date, the sale is a qualifying disposition. For federal income tax purposes, your gain will be divided into two components:

- Ordinary Income: You will recognize ordinary income in the amount of \$5.25 per share, which is the lower of (a) fifteen percent (15%) of the \$35.00 market price on the start date of the offering period or (b) the excess of the \$40.00 per share selling price over the \$32.30 purchase price.
- Long-Term Capital: You will recognize a long-term capital gain of \$2.45 per share, which is the excess of the \$40.00 per share selling price over your new basis in the shares (\$32.30 purchase price plus \$5.25 ordinary income).

39. *What if I die before disposing of the shares?*

The lesser of (a) the amount by which the fair market value of the shares on the date of your death exceeds the purchase price paid for the shares or (b) fifteen percent (15%) of the fair market value of the shares on the start date for the offering period in which those shares were acquired will be reportable as ordinary income in the year of your death.

40. *What are the federal tax consequences to Linear Technology?*

We may have certain obligations with respect to reporting of employee's income and withholding of employment taxes. See Questions 37 and 38.

We do not realize income in respect of shares purchased by an employee pursuant to the Purchase Plan. If shares acquired by an employee pursuant to the Purchase Plan are disposed of in a qualifying disposition, we generally will be entitled to a federal income tax deduction equal to the amount of ordinary income recognized by the employee upon such disposition. If the purchased shares are the subject of a disqualifying disposition, we will be entitled to a deduction in the year of the disqualifying disposition equal to the amount of ordinary income recognized by the employee upon such disposition.

41. *Is the Purchase Plan subject to ERISA?*

The Purchase Plan is not subject to any of the provisions of ERISA.

ADDITIONAL INFORMATION ABOUT THE PURCHASE PLAN AND THIS PROSPECTUS

42. *Does the Purchase Plan limit a participant's ability to resell shares acquired under the Purchase Plan?*

Except as described below, the Purchase Plan generally places no limitations upon your ability to sell shares acquired under the Purchase Plan.

Our insider trading policy applies to all of our employees, directors and consultants. The insider trading policy prohibits a participant from buying or selling shares when he or she has "inside information." Inside information is material information about us that is not yet public but that a reasonable investor would consider important in deciding whether to buy or sell shares.

There are additional limitations on anyone who is an “affiliate” of ours, as defined under the Securities Act. Generally, our executive officers and members of our board of directors are considered to be “affiliates” for this purpose, although it is Linear’s policy that executive officers and directors not participate in the Purchase Plan.

If one of such persons, or any other affiliate, were to participate in the Purchase Plan, he or she would not be allowed to any shares purchased under the Purchase Plan, except if that sale were registered on an additional registration statement or conducted in compliance with the requirements of Rule 144 under the Securities Act (or another exemption available under the Securities Act).

Also, Section 16(b) of the Securities Exchange Act permits us to recover any profit realized by our executive officers, directors and certain of our principal stockholders through certain sales and purchases, or purchases and sales, of shares of our common stock within any period of less than six (6) months.

43. *What other conditions are associated with the purchase, issuance and delivery of my shares?*

Shares will not be issued under the Purchase Plan unless the issuance and delivery of the shares complies with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act, the Securities Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which our common stock may then be listed, in the judgment of our legal counsel.

44. *What if I need more information?*

We will provide you free of charge with a copy of any or all of the documents incorporated by reference in this prospectus and in the Registration Statement on Form S-8 filed with the SEC relating to the Purchase Plan (excluding any exhibits to these documents), including our annual report, and copies of other reports, proxy statements and communications distributed to our stockholders. You should direct your requests to our Stock Administrator.

45. *What else should I know about this prospectus?*

We may update this prospectus in the future by furnishing to participants an appendix, memorandum, notice or replacement page containing updated information. We generally will not send you a new prospectus, except upon request. Accordingly, you should keep this prospectus for future reference.

You should rely only on the information provided in this prospectus, incorporated by reference or contained in any subsequent prospectus supplement. We have not authorized anyone to provide you with different or additional information. We are not making an offer to sell any stock in any state or country where such an offer is not permitted. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of this document.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to “incorporate by reference” information we file with the SEC in our periodic reports, which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference is considered to be part of this prospectus, and information later filed with the SEC will update and supersede this information.

We are incorporating by reference the documents listed below, as well as any future filings we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934.

- Our latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act, or the latest prospectus filed pursuant to Rule 424(a) under the Securities Act of 1933, that contains, either directly or by incorporation by reference, audited financial statements for our latest fiscal year for which such statements have been filed.
- All other reports and proxy statements filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act since the end of the fiscal year covered by the annual report or prospectus referred to in the paragraph above.
- The description of our common stock contained in our Registration Statement on Form 8-A, as it may have been amended from time to time.