VERIZON COMMUNICATIONS INC
Form 424B2
March 25, 2011
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PROSPECTUS SUPPLEMENT Filed Pursuant to Rule 424(b)(2)

(To Prospectus Dated March 23, 2011) Registration Statement Nos. 333-173000 and 333-151922

$6,250,000,000

Verizon Communications Inc.

$1,000,000,000 Floating Rate Notes due 2014

$1,500,000,000 1.95% Notes due 2014

$1,250,000,000 3.00% Notes due 2016

$1,500,000,000 4.60% Notes due 2021

$1,000,000,000 6.00% Notes due 2041

We are offering $1,000,000,000 of our floating rate notes due 2014, $1,500,000,000 of our notes due 2014, $1,250,000,000 of our notes due 2016, $1,500,000,000 of our notes due 2021 and $1,000,000,000 of our notes due 2041. The floating rate notes due 2014 will bear interest at a rate equal to three-month LIBOR plus 0.61% and will be reset quarterly. The notes due 2014 will bear interest at the rate of 1.95% per year, the notes due 2016 will bear interest at the rate of 3.00% per year, the notes due 2021 will bear interest at the rate of 4.60% per year and the notes due 2041 will bear interest at the rate of 6.00% per year.

Interest on the floating rate notes due 2014 is payable quarterly on March 28, June 28, September 28 and December 28, beginning on June 28, 2011. Interest on the notes due 2014 is payable on March 28 and September 28 of each year, beginning on September 28, 2011. Interest on the notes due 2016, the notes due 2021 and the notes due 2041 is payable on April 1 and October 1 of each year, beginning on October 1, 2011. The floating rate notes due 2014 will mature on March 28, 2014, the notes due 2014 will mature on March 28, 2014, the notes due 2016 will mature on April 1, 2016, the notes due 2021 will mature on April 1, 2021 and the notes due 2041 will mature on April 1, 2041. We may not redeem the floating rate notes due 2014 prior to maturity. We may redeem the notes due 2014, the notes due 2016, the notes due 2021 and the notes due 2041, in whole or in part, at any time prior to maturity at redemption prices to be determined using the procedure described in this prospectus supplement. The notes will be our senior obligations and will rank on a parity with all of our existing and future unsecured and unsubordinated indebtedness.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the related prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Floating Rate Note due 2014	Total	Per Note due 2014	Total	Per Note due 2016	Total	Per Note due 2021	Total	Per Note due 2041	Total
Public Offering Price(1)	100.000%	$ 1,000,000,000	99.867%	$ 1,498,005,000	99.480%	$ 1,243,500,000	99.145%	$ 1,487,175,000	98.333%	$ 983,330,000
Underwriting Discount	0.250%	$ 2,500,000	0.250%	$ 3,750,000	0.350%	$ 4,375,000	0.450%	$ 6,750,000	0.750%	$ 7,500,000
Proceeds to Verizon Communications Inc. (before expenses)	99.750%	$ 997,500,000	99.617%	$ 1,494,255,000	99.130%	$ 1,239,125,000	98.695%	$ 1,480,425,000	97.583%	$ 975,830,000

(1) Plus accrued interest, if any, from March 28, 2011 to date of delivery.

The underwriters are severally underwriting the notes being offered. The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company and its participants, including Euroclear, S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, against payment in New York, New York on or about March 28, 2011.

Joint Book-Running Managers

Citi **J.P. Morgan** **Morgan Stanley** **Wells Fargo Securities** **Goldman, Sachs & Co.**

Barclays Capital **BofA Merrill Lynch** **RBS**

Senior Co-Managers

Mitsubishi UFJ Securities **UBS Investment Bank**

Co-Managers

Deutsche Bank Securities **Mizuho Securities** **RBC Capital Markets** **Santander**

Junior Co-Managers

Banca IMI **BNY Mellon Capital Markets, LLC** **US Bancorp**

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PROSPECTUS SUPPLEMENT

PROSPECTUS

ABOUT THIS PROSPECTUS SUPPLEMENT

You should read this prospectus supplement along with the prospectus that follows carefully before you invest. Both documents contain important information you should consider when making your investment decision. This prospectus supplement contains information about the specific notes being offered and the prospectus contains information about our debt securities generally. This prospectus supplement may add, update or change information in the prospectus. You should rely only on the information provided or incorporated by reference in this prospectus supplement and the prospectus. The information in this prospectus supplement is accurate as of March 23, 2011. We have not authorized anyone else to provide you with different information.

USE OF PROCEEDS

We will use the net proceeds from the sale of the notes for the repayment of commercial paper, the retirement of a portion of the outstanding notes issued by our telephone operating company subsidiaries due on or before April 1, 2012 with interest rates ranging from 5.65% to 6.875% and general corporate purposes. Our commercial paper outstanding at March 22, 2011 was approximately $3,736,153,000 at an average interest rate of 0.40%.

DESCRIPTION OF THE NOTES

Principal Amount, Maturity and Interest for the Floating Rate Notes due 2014

We are offering $1,000,000,000 of our floating rate notes due 2014 which will mature on March 28, 2014.

We will pay interest on the floating rate notes due 2014 at a rate per annum equal to three-month LIBOR plus 0.61%, which rate will be reset quarterly as described below. We will pay interest on the floating rate notes due 2014 quarterly in arrears on each March 28, June 28, September 28 and December 28, beginning June 28, 2011, each an interest payment date.

If any interest payment date falls on a day that is not a business day, as defined below, we will make the interest payment on the next succeeding business day unless that business day is in the next succeeding calendar month,

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in which case we will make the interest payment on the immediately preceding business day. Interest on the floating rate notes due 2014 will be computed on the basis of a 360-day year and the actual number of days elapsed.

Interest on the floating rate notes due 2014 will accrue from, and including, March 28, 2011, to, but excluding, the first interest payment date and then from, and including, the immediately preceding interest payment date to which interest has been paid or duly provided for to, but excluding, the next interest payment date or the maturity date, as the case may be. We refer to each of these periods as an interest period. The amount of accrued interest that we will pay for any interest period can be calculated by multiplying the face amount of the floating rate notes due 2014 by an accrued interest factor. This accrued interest factor is computed by adding the interest factor calculated for each day from March 28, 2011, or from the last interest payment date to which interest has been paid or duly provided for, to the date for which accrued interest is being calculated. The interest factor for each day is computed by dividing the interest rate applicable to that day by 360. If the maturity date of the floating rate notes due 2014 falls on a day that is not a business day, we will pay principal and interest on the next succeeding business day, but we will consider that payment as being made on the date that the payment was due. Accordingly, no interest will accrue on the payment for the period from and after the maturity date to the date we make the payment on the next succeeding business day. Interest on the floating rate notes due 2014 on any interest payment date, subject to certain exceptions, will be paid to the person in whose name the floating rate notes due 2014 are registered at the close of business on the fifteenth calendar day, whether or not a business day, immediately preceding the interest payment date. However, interest that we pay on the maturity date will be payable to the person to whom the principal will be payable.

When we use the term business day with respect to the floating rate notes due 2014, we mean any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York; provided that the day is also a London business day. London business day means a day on which commercial banks are open for business, including dealings in U.S. dollars, in London.

The interest rate on the floating rate notes due 2014 will be calculated by the calculation agent, which will be an independent investment banking or commercial banking institution of international standing appointed by us, and will be equal to three-month LIBOR plus 0.61%, except that the interest rate in effect for the period from March 28, 2011 to but excluding June 28, 2011, the initial interest reset date, as defined below, will be established by us as the rate for deposits in U.S. dollars having a maturity of three months commencing March 28, 2011 that appears on the Designated LIBOR Page, as defined below, as of 11:00 a.m., London time, on March 24, 2011, plus 0.61%. The calculation agent will reset the interest rate on each interest payment date, each of which we refer to as an interest reset date. The second London business day preceding an interest reset date will be the interest determination date for that interest reset date. The interest rate in effect on each day that is not an interest reset date will be the interest rate determined as of the interest determination date pertaining to the immediately preceding interest reset date, except that the interest rate in effect for the period from and including March 28, 2011 to but excluding the initial interest reset date will be the initial interest rate. The interest rate in effect on any day that is an interest reset date will be the interest rate determined as of the interest determination date pertaining to that interest reset date.

LIBOR will be determined by the calculation agent in accordance with the following provisions:

(1) With respect to any interest determination date, LIBOR will be the rate for deposits in U.S. dollars having a maturity of three months commencing on the first day of the applicable interest period that appears on the Designated LIBOR Page as of 11:00 a.m., London time, on that interest determination date. If no rate appears, then LIBOR, in respect to that interest determination date, will be determined in accordance with the provisions described in (2) below.

(2) With respect to an interest determination date on which no rate appears on the Designated LIBOR Page, as specified in (1) above, the calculation agent will request the principal London offices of each of four major

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reference banks in the London interbank market, as selected by the calculation agent, to provide the calculation agent with its offered quotation for deposits in U.S. dollars for the period of three months, commencing on the first day of the applicable interest period, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that interest determination date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, then LIBOR on that interest determination date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, then LIBOR on the interest determination date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in The City of New York, on the interest determination date by three major banks in The City of New York selected by the calculation agent for loans in U.S. dollars to leading European banks, having a three-month maturity and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time; provided, however, that if the banks selected by the calculation agent are not providing quotations in the manner described by this sentence, LIBOR determined as of that interest determination date will be LIBOR in effect on that interest determination date.

The Designated LIBOR Page means the Reuters screen LIBOR01 page, or any successor page on Reuters selected by us with the consent of the calculation agent, or if we determine that no such successor page shall exist on Reuters, an equivalent page on any successor service selected by us with the consent of the calculation agent.

We may issue additional floating rate notes due 2014 in the future.

Principal Amount, Maturity and Interest for the Notes due 2014, the Notes due 2016, the Notes due 2021 and the Notes due 2041

We are offering $1,500,000,000 of our notes due 2014 which will mature on March 28, 2014, $1,250,000,000 of our notes due 2016 which will mature on April 1, 2016, $1,500,000,000 of our notes due 2021 which will mature on April 1, 2021 and $1,000,000,000 of our notes due 2041 which will mature on April 1, 2041.

We will pay interest on the notes due 2014 at the rate of 1.95% per annum, on March 28 of each year to holders of record on the preceding March 13, and on September 28 of each year to holders of record on the preceding September 13. We will pay interest on the notes due 2016 at the rate of 3.00% per annum, interest on the notes due 2021 at the rate of 4.60% per annum and interest on the notes due 2041 at the rate of 6.00% per annum, in each case, on April 1 of each year to holders of record on the preceding March 15, and on October 1 of each year to holders of record on the preceding September 15. If interest or principal on the notes is payable on a Saturday, Sunday or any other day when banks are not open for business in The City of New York, we will make the payment on the next business day, and no interest will accrue as a result of the delay in payment. The first interest payment date on the notes due 2014 is September 28, 2011. The first interest payment date on the notes due 2016, the notes due 2021 and the notes due 2041 is October 1, 2011. Interest on the notes due 2014, the notes due 2016, the notes due 2021 and the notes due 2041 will accrue from March 28, 2011, and will accrue on the basis of a 360-day year consisting of 12 months of 30 days.

We may issue additional notes due 2014, notes due 2016, notes due 2021 and notes due 2041 in the future.

Form

The notes will only be issued in book-entry form, which means that the notes of each series will be represented by one or more permanent global certificates registered in the name of The Depository Trust Company, New York, New York, commonly known as DTC, or its nominee. You may hold interests in the notes directly through DTC, Euroclear Bank, S.A./N.V., commonly known as Euroclear, or Clearstream Banking, *société anonyme*, Luxembourg, commonly known as Clearstream, if you are a participant in any of these clearing systems, or indirectly through organizations which are participants in those systems. Links have been established among DTC, Clearstream and Euroclear to facilitate the issuance of the notes and cross-market transfers of the notes associated with secondary market trading. DTC is linked indirectly to Clearstream and Euroclear through the depositary accounts of their respective U.S. depositaries. Beneficial interests in the notes may be held in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. Notes of each series in book-entry form that can be exchanged for definitive notes of the applicable series under the circumstances

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described in the accompanying prospectus under the caption CLEARING AND SETTLEMENT will be exchanged only for definitive notes of the applicable series issued in minimum denominations of $2,000 and multiples of $1,000 in excess of $2,000.

Redemption of the Floating Rate Notes due 2014

We may not redeem the floating rate notes due 2014 prior to maturity. However, we may at any time purchase the floating rate notes due 2014 by tender, in the open market or by private agreement, subject to applicable law.

Redemption of the Notes due 2014, the Notes due 2016, the Notes due 2021 and the Notes due 2041

We have the option to redeem any of the notes due 2014, the notes due 2016, the notes due 2021 or the notes due 2041 on not less than 30 nor more than 60 days notice, in whole or in part, at any time prior to maturity, at a redemption price equal to the greater of:

(1) 100% of the principal amount of the notes being redeemed, or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (exclusive of interest accrued to the date of redemption), as the case may be, discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points for the notes due 2014, the Treasury Rate plus 20 basis points for the notes due 2016, the Treasury Rate plus 25 basis points for the notes due 2021 and the Treasury Rate plus 30 basis points for the notes due 2041,

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to but excluding the date of redemption.

The Treasury Rate will be determined on the third business day preceding the date of redemption and means, with respect to any date of redemption:

(1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release published by the Board of Governors of the Federal Reserve System designated as Statistical Release H. 15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight-line basis, rounding to the nearest month), or

(2) if that release (or any successor release) is not published during the week preceding the calculation date or does not contain those yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the date of redemption.

Comparable Treasury Issue means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term, referred to as the Remaining Life, of the notes due 2014, the notes due 2016, the notes due 2021 or the notes due 2041, as the case may be, to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes due 2014, the notes due 2016, the notes due 2021 or the notes due 2041, as the case may be.

Independent Investment Banker means an independent investment banking or commercial banking institution of national standing appointed by us.

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Comparable Treasury Price means (1) the average of three Reference Treasury Dealer Quotations for that date of redemption, or (2) if the Independent Investment Banker is unable to obtain three Reference Treasury Dealer Quotations, the average of all quotations obtained.

Reference Treasury Dealer means (1) any independent investment banking or commercial banking institution of national standing and any of its successors appointed by us, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States, referred to as a Primary Treasury Dealer, we shall substitute therefor another Primary Treasury Dealer, and (2) any other Primary Treasury Dealer selected by the Independent Investment Banker and approved in writing by us.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any date of redemption, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 3:30 p.m., New York City time, on the third business day preceding the date of redemption.

In addition, we may at any time purchase the notes due 2014, the notes due 2016, the notes due 2021 or the notes due 2041 by tender, in the open market or by private agreement, subject to applicable law.

Additional Information

See DESCRIPTION OF THE DEBT SECURITIES in the accompanying prospectus for additional important information about the notes. That information includes:

- additional information about the terms of the notes;
- general information about the indenture and the trustee;
- a description of certain restrictions; and
- a description of events of default under the indenture.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations relevant to the purchase, ownership and disposition of the notes under current law (which is subject to change, possibly on a retroactive basis). The summary applies only to holders who are beneficial owners of the notes who purchase the notes in the original offering at the initial offering prices indicated in this prospectus supplement and own the notes as capital assets. The summary does not purport to be a complete analysis of all the potential U.S. federal income tax consequences relating to the purchase, ownership and disposition of the notes and does not address the U.S. federal income tax consequences to holders that are subject to special treatment, including:

- dealers in securities or currencies;
- insurance companies;
- financial institutions or financial services institutions; thrifts;

tax-exempt entities;

regulated investment companies;

real estate investment trusts;

brokers or dealers;

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- persons who hold notes as part of a straddle, hedge, conversion transaction, or other integrated investment;
- traders in securities that elect to use a mark-to-market method of accounting;
- persons subject to alternative minimum tax;
- U.S. Holders (as defined below) that have a functional currency other than the United States dollar;
- certain expatriates or former long-term residents of the United States; or
- partnerships or pass-through entities or investors in partnerships or pass-through entities that hold the notes.

This summary does not address the effect of any U.S. state or local income or other tax laws, any U.S. federal estate and gift tax laws, any foreign tax laws, or any tax treaties.

For purposes of the following discussion, U.S. Holder means a beneficial owner of a note who is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or of any State or political subdivision thereof or therein, including the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust with respect to which (i) a court within the United States is able to exercise primary supervision over its administration and (ii) one or more U.S. persons have the authority to control all of its substantial decisions, or certain trusts that were in existence on August 19, 1996, were treated as domestic trusts on that date and have made valid elections to be treated as U.S. persons for U.S. federal income tax purposes.

For purposes of the following discussion, Non-U.S. Holder means any beneficial owner of the notes that is not a U.S. Holder.

Circular 230 Disclosure

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS PROSPECTUS SUPPLEMENT IS NOT INTENDED OR WRITTEN BY US TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

U.S. Holders

Taxation of Interest. We will treat the interest payable on the notes as qualified stated interest. Accordingly, interest payable on the notes generally will be included in a U.S. Holder s gross income as ordinary income in accordance with the holder s regular method of tax accounting.

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Sale, *Exchange*, *Redemption or Other Taxable Disposition.* Upon a sale, exchange or other taxable disposition of the notes, the U.S. Holder will recognize a gain or loss equal to the difference, if any, between the amount realized and the holder s adjusted tax basis in the notes. The amount of any proceeds attributable to accrued but unpaid interest will not be taken into account in computing the holder s gain or loss. Instead, that portion will be recognized as ordinary income to the extent that the holder has not previously included the accrued interest in income.

A gain or loss recognized generally will be treated as a capital gain or loss and generally will be treated as a long- term capital gain or loss if, at the time of the sale or exchange, the holder has held the notes for more than one year. Non-corporate taxpayers are subject to a reduced tax rate on their long-term capital gains. All taxpayers are subject to certain limitations on the deductibility of their capital losses.

Non-U.S. Holders

U.S. Federal Withholding Tax. U.S. federal withholding tax will not apply to any payment made to a Non-U.S. Holder of principal or interest on the notes, provided that:

- the holder does not own 10% or more of the total combined voting power of all classes of our voting stock for U.S. federal income tax purposes;
- the holder is not a controlled foreign corporation that is related to us through stock ownership; and
- the holder (a) provides a properly executed Internal Revenue Service, referred to as the IRS, Form W-8BEN (or a suitable substitute form), and certifies, under penalties of perjury, that it is not a U.S. person or (b) holds the notes through a qualified intermediary or withholding foreign partnership that has entered into a withholding agreement with the IRS or through a clearing organization or other financial institution and, in each case, certain certification requirements are satisfied.

Interest payments that are effectively connected with the conduct of a trade or business by a Non-U.S. Holder within the United States are not subject to the U.S. federal withholding tax, but instead are subject to U.S. federal income tax, as described below.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments of interest will be subject to the 30% U.S. federal withholding tax subject to reduction under any applicable tax treaty.

United States Federal Income Tax. If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business, the holder will be subject to U.S. federal income tax (but not withholding tax) on that interest on a net income basis in the same manner as if it were a U.S. person. In addition, in certain circumstances, if the Non-U.S. Holder is a foreign corporation, it may be subject to a 30% (or, if a tax treaty applies, a lower rate as provided) branch profits tax.

Any gain or income realized by a Non-U.S. Holder on the disposition of the notes will generally not be subject to U.S. federal income tax unless:

- the gain or income is effectively connected with its conduct of a trade or business in the United States; or
- the holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Information Reporting and Backup Withholding

Information reporting to the IRS may be required with respect to payments of principal or interest on the notes and payments of proceeds of the disposition of the notes to holders other than corporations and other exempt

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recipients. A backup withholding tax may apply to those payments that are subject to information reporting if the holder fails to provide certain required documentation to the payor. Non-U.S. Holders may be required to comply with certification procedures to establish that they are not U.S. Holders in order to avoid information reporting and backup withholding. Holders should consult their tax advisors about the procedures for obtaining an exemption from backup withholding. Amounts withheld under the backup withholding rules will be refunded or allowed as a credit against a holder s U.S. federal income tax liabilities if the required information is furnished to the IRS.

UNDERWRITING

Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. Incorporated, Wells Fargo Securities, LLC, Goldman, Sachs & Co., Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc. are acting as joint book-running managers for the notes.

Subject to the terms and conditions stated in the purchase agreement dated the date of this prospectus supplement, each underwriter named below has agreed to purchase, and we have agreed to sell to that underwriter, the principal amount of floating rate notes due 2014, notes due 2014, notes due 2016, notes due 2021 and notes due 2041 set forth opposite the underwriter s name.

Underwriters	Principal Amount of Floating Rate Notes due 2014	Principal Amount of Notes due 2014	Principal Amount of Notes due 2016	Principal Amount of Notes due 2021	Principal Amount of Notes due 2041
Citigroup Global Markets Inc.	$ 100,000,000	$ 150,000,000	$ 125,000,000	$ 150,000,000	$ 100,000,000
J.P. Morgan Securities LLC	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Morgan Stanley & Co. Incorporated	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Wells Fargo Securities, LLC	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Goldman, Sachs & Co.	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Barclays Capital Inc.	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
RBS Securities Inc.	100,000,000	150,000,000	125,000,000	150,000,000	100,000,000
Mitsubishi UFJ Securities (USA), Inc.	40,000,000	60,000,000	50,000,000	60,000,000	55,000,000
UBS Securities LLC	40,000,000	60,000,000	50,000,000	60,000,000	55,000,000
Deutsche Bank Securities Inc.	20,000,000	30,000,000	25,000,000	30,000,000	20,000,000
Mizuho Securities USA Inc.	0	0	0	0	30,000,000
RBC Capital Markets, LLC	20,000,000	30,000,000	25,000,000	30,000,000	20,000,000
Santander Investment Securities Inc.	20,000,000	30,000,000	25,000,000	30,000,000	20,000,000
Banca IMI S.p.A.	10,000,000	15,000,000	12,500,000	15,000,000	0
BNY Mellon Capital Markets, LLC	10,000,000	15,000,000	12,500,000	15,000,000	0
U.S. Bancorp Investments, Inc.	10,000,000	15,000,000	12,500,000	15,000,000	0
Guzman & Company	7,500,000	11,250,000	9,375,000	11,250,000	0
Loop Capital Markets LLC	7,500,000				