



**Shareowner Service Plus PlanSM
Investment Brochure**

**Dividend Reinvestment &
Direct Stock Purchase Plan
for investors in
RPM International Inc.**

CUSIP# 749685 10 3

Sponsored and Administered by:

Wells Fargo Shareowner Services

**WELLS
FARGO**

PLAN ADMINISTRATOR:

Wells Fargo Shareowner Services, a Division of Wells Fargo Bank, N.A.

Plan Requests should be mailed to:

Wells Fargo Shareowner Services
P.O. Box 64856
St. Paul, MN 55164-0856

Certified/Overnight Mail:

Wells Fargo Shareowner Services
161 North Concord Exchange
South St. Paul, MN 55075-1139

General Information:

Fax: 651-450-4085

Tel: 1-800-988-5238

Tel: 651-450-4064 (outside the United States)

An automated voice response system is available 24 hours a day, 7 days a week. Customer Service Representatives are available from 7:00 a.m. to 7:00 p.m., Central Standard Time, Monday through Friday

Internet:

General Inquiries –

www.wellsfargo.com/shareownerservices

Account Information –

www.shareowneronline.com



Dear Shareowners and Interested Investors:

Wells Fargo Shareowner Services is pleased to announce the Shareowner Service Plus PlanSM. A Dividend Reinvestment & Direct Stock Purchase Plan offering the following services to RPM International Inc. shareowners of record and other interested investors:

- ◆ Purchase shares of RPM International Inc. common stock through cash investments made by check or by automatic deductions from a checking or savings account
- ◆ Reinvest dividends on all or a portion of shares registered in a shareowner's name
- ◆ Deposit share certificates for credit to a Plan account
- ◆ Purchase additional shares of RPM International Inc. common stock for others by making cash investments on their behalf
- ◆ Sell shares held in the Plan
- ◆ Obtain certificates for shares held in the Plan
- ◆ Online account information and transaction privileges
- ◆ Telephone transaction privileges

The Shareowner Service Plus Plan is offered and administered by Wells Fargo Shareowner Services, a Registered Transfer Agent. Please read the enclosed brochure carefully for complete details about the Plan features and fees.

Neither Wells Fargo Shareowner Services nor RPM International Inc. provides advice or recommendations with respect to purchasing or selling shares of RPM International Inc. common stock. Any decision to purchase or sell must be made by each individual based on his or her own research and judgment.

Sincerely,

Wells Fargo Shareowner Services

SHAREOWNER SERVICE PLUS PLANSM

Wells Fargo Shareowner Services (“Wells Fargo”) is pleased to offer an alternative to traditional methods of purchasing, holding and selling RPM International Inc. (“Company”) common stock through its Shareowner Service Plus PlanSM (“Plan”). The Plan offers a variety of flexible services to aid in managing your investment.

PLAN FEATURES

As a Plan participant, you may:

- ◆ Systematically increase your holdings of Company shares through dividend reinvestment;
- ◆ Reinvest dividends on a portion of your shares and receive cash dividends on your remaining shares;
- ◆ Purchase additional shares with cash investments for your Plan account either by check or by automatic deductions from your checking or savings account;
- ◆ Deposit share certificates for credit to your account under the Plan;
- ◆ Withdraw shares from the Plan;
- ◆ Purchase additional shares of Company common stock for others by making cash investments on their behalf;
- ◆ Transfer all or a portion of your Plan shares to a Plan account for another person;
- ◆ Sign up for telephone and online transaction privileges; and
- ◆ Receive statements showing your account transactions and balance

The Company has appointed Wells Fargo Shareowner Services as Processing Agent and Administrator for the Plan. The Plan is not sponsored or administered by the Company.

Securities in the Plan are not subject to protection under the Securities Investor Protection Act of 1970.

DIRECT REGISTRATION

The Company is a participant in the Direct Registration System (DRS). DRS is a method of recording shares of stock in book-entry form. Book-entry means that your shares are registered in your name on the books of Employers Holdings, Inc. without the need for physical certificates and are held separately from any Plan shares you may own. Shares held in book-entry have all the traditional rights and privileges as shares held in certificate form. With DRS you can:

- ◆ Eliminate the risk and cost of storing certificates in a secure place
- ◆ Eliminate the cost associated with replacing lost, stolen, or destroyed certificates
- ◆ Move shares electronically to your broker

How to Begin – Any future share transactions will be issued to book-entry form rather than physical certificates unless you specify otherwise. You may convert any Company common stock certificate(s) you are currently holding into book-entry form by sending the stock certificate(s) to Wells Fargo with a request to deposit them to your DRS account. There is no cost to you for this custodial service and by doing so you will be relieved of the responsibility for loss or theft of your certificate(s).

Because you bear the risk of loss in sending stock certificate(s), it is recommended that you use registered mail, insuring your certificate(s) for 2% of their current market value. **Certificate(s) should not be endorsed.**

Electronic Share Movement – You may choose to have a portion or all of your full book-entry (DRS) or Plan shares delivered directly to your broker by contacting your broker. When using your broker to facilitate a share movement, please provide them with a copy of your DRS account statement.

INTERNET PRIVILEGES

You may access your account information and perform transactions on the internet.

For shareowners of record, to activate your account and establish a Personal Identification Number (PIN), you will need your 10-digit Wells Fargo account number (which is listed on your account statement), your Social Security Number, your e-mail address, and the company name you own stock in, RPM International Inc.

Instructions to create an account or access your account online are as follows:

For new investors: Go to www.shareowneronline.com and click on “Account Access” and click “Continue.” Next, simply click on the box titled “First Time Visitor,” then click on “New Investor” and follow the instructions found on the “First Time Visitor, New Investor Select A Company” page.

For shareowners of record: Go to www.shareowneronline.com and click on “Account Access” and click “Continue.” Next, simply click on the box titled “First Time Visitor,” then click on “New Member Sign-Up” and follow the instructions found on the “First Time Visitor, New Member Registration” page.

Once you have successfully signed up, you will be able to access your account immediately.

Once you have activated your account online, you can also:

- ◆ Authorize, change or discontinue your Automatic Cash Withdrawal and Investment Service;
- ◆ Change your dividend reinvestment option (for example, from full to partial reinvestment); and
- ◆ Sell some or all of your Plan shares if the current market value of the shares to be sold is \$25,000 or less

Certain restrictions may apply.

TELEPHONE TRANSACTIONS

You may establish telephone privileges for your Plan account enabling you to execute certain Plan orders by phone as follows:

- ◆ Sell a portion or all of your Plan shares if the current market value of the shares to be sold is \$25,000 or less
- ◆ Request a certificate for a portion or all of your full Plan shares if the current market value of shares to be issued is \$50,000 or less
- ◆ Discontinue or change the dollar amount of your Automatic Cash Withdrawal and Investment Service

If you already participate in the Plan and want to establish telephone privileges for your account, please contact Wells Fargo.

Certain restrictions may apply.

ELIGIBILITY

All shareowners of record may participate in the Plan. If you are a beneficial holder of Company common stock whose shares are held in names other than your own (e.g., held by brokers, trustees or bank nominees), you may participate in the Plan by:

- ◆ Becoming a shareowner of record, registering the shares you currently hold in your brokerage account into your own name; or
- ◆ Enrolling in the Plan in the same manner as a new investor

If you are not currently a shareowner, you can enroll in the Plan by making the initial cash investment and completing the online enrollment process (see “Internet Privileges”) or by completing an Account Authorization form.

ENROLLMENT IN THE PLAN

To become a Plan participant, go online or complete the Account Authorization form enclosed with this brochure and mail it in the envelope provided. If you are **NOT** already a shareowner of record, be sure to include an initial cash investment. If you authorize monthly investments of \$25 or more using the Plan’s Automatic Cash Withdrawal and Investment Service, the initial cash investment will be waived and you need only include a check in the amount of the first optional cash investment which must be at least \$25.

REINVESTMENT OPTIONS

When you enroll in the Plan, you may, online or on the Account Authorization form, elect one of the following three reinvestment options:

- ◆ Full Dividend Reinvestment
- ◆ Partial Dividend Reinvestment
- ◆ No Dividend Reinvestment

Full Dividend Reinvestment – All cash dividends on shares held in physical certificate form registered in your name, including book-entry (DRS), on the records of the Company and all cash dividends on all Plan shares credited to your account under the Plan will be used to purchase additional shares. You will not receive cash dividends from the Company; instead, the dividends will be reinvested.

Partial Dividend Reinvestment – All cash dividends on a percentage (chosen by you) of both your Plan shares and shares held by you in physical certificate form, including book-entry (DRS), will be used to purchase additional shares. You may elect percentages from 10-90 in increments of 10%. If you elect Partial Dividend Reinvestment, you will receive checks from the Company for dividends, when declared and paid, only for those shares not subject to dividend reinvestment.

For example, a shareowner has 90 shares held in physical certificate form or book-entry (DRS) and 10 Plan shares. The shareowner specifies 50% of his total shares subject to dividend reinvestment. All cash dividends on 50 shares (50% of 100 shares) will be used to purchase additional shares for their account under the Plan. They will receive dividend checks or automatic bank deposits from the Company, when declared and paid, only for the 50 shares not subject to dividend reinvestment.

No Dividend Reinvestment – All cash dividends on shares held in physical certificate form registered in your name, including book-entry (DRS), on the records of the Company and all cash dividends on all Plan shares credited to your account under the Plan will continue to be received, as declared, by check or direct deposit.

You may also send in optional cash with any of the above options.

You may change your reinvestment option at any time by going online (see “Internet Privileges”), calling (see “Telephone Transactions”) or sending written notice to Wells Fargo. Notices received on or before a dividend record date will be effective for that dividend. Notices received after a dividend record date will not be effective until after that dividend has been paid.

OPTIONAL CASH INVESTMENTS

Direct Stock Purchase – If you are not currently a shareowner of record, you may enroll in the Plan by going online (see “Internet Privileges”) and having the initial cash investment and enrollment fee automatically debited from your bank account or by completing an Account Authorization form and enclosing an **initial cash investment of \$200** (see “Enrollment In the Plan”). If you authorize monthly investments of \$25 or more using the Plan’s Automatic Cash Withdrawal and Investment Service, the initial cash investment will be waived and you

need only include a check in the amount of the first optional cash investment which must be at least \$25. Your request must be received by Wells Fargo no later than two business days prior to the cash investment date.

Additional Cash Investment – You may invest in additional shares of Company common stock by sending a check payable to **Shareowner Services**, along with a Transaction Request form from one of your account statements. You may invest under this option at any time and as often as you wish in accordance with the Plan provisions. Each cash payment must be at least \$25 and not more than \$5,000 per month. Your request must be received by Wells Fargo no later than one business day prior to the cash investment date.

Checks must be in United States dollars and drawn on a United States bank. Third party checks cannot be accepted.

Automatic Cash Withdrawal and Investment Service – Automatic Cash Withdrawal and Investment Service is a convenient method to have money automatically withdrawn from your checking or savings account and invested in your Plan account, thus eliminating the need to write and mail checks. To take advantage of this feature, go online (see “Internet Privileges”) or complete the appropriate section on the Account Authorization form. To be effective in respect to a certain investment date, requests to enroll, change or discontinue the Automatic Cash Withdrawal and Investment feature must be received by Wells Fargo at least 15 business days prior to the investment date. Once automatic deductions have begun, funds will be withdrawn from your checking or savings account on the 25th of each month, or the next business day if either the 25th is not a business day, and will normally be invested within five business days.

The minimum withdrawal amount is \$25 and the aggregate investment is limited to \$5,000 per month.

Your bank statement will show the details of each automatic withdrawal and you can discontinue the Automatic Cash Withdrawal and Investment Service by going online, telephoning if you have authorized telephone transactions for your account, or writing to Wells Fargo.

You may obtain the return of any optional cash investment if that request is received by Wells Fargo on or before the second business day prior to the date on which it is to be invested.

You are under no obligation to make additional cash investments. Funds awaiting purchase do not earn interest.

If any optional cash investment, including payments by check or automatic withdrawal, is returned for any reason, Wells Fargo will remove from your account any shares purchased upon prior credit of such funds, and will sell these shares. Wells Fargo may sell other shares in the account to recover the returned funds fee for each optional cash investment returned unpaid for any reason and may sell additional shares as necessary to cover any market loss incurred by Wells Fargo.

During the period that an optional cash investment is pending, the collected funds in the possession of Wells Fargo may be invested in certain Permitted Investments. For purposes of this Plan, "Permitted Investments" shall mean any money market mutual funds registered under the Investment Company Act (including those of an affiliate of Wells Fargo or for which Wells Fargo or any of its affiliates provides management advisory or other services) consisting entirely of (i) direct obligations of the United States of America; or (ii) obligations fully guaranteed by the United States of America. The risk of any loss from such Permitted Investments shall be the responsibility of Wells Fargo. Investment income from such Permitted Investments shall be retained by Wells Fargo.

INVESTMENT DATES

Dividend Reinvestment – Cash dividends are expected to be reinvested on the applicable dividend payment date or, if the dividend payment date is not a business day, the next business day following the dividend payment date.

Cash Investments – Cash payments will be invested promptly, but in no event later than five business days following receipt of the investment (except where deferral is necessary under applicable federal or state laws or regulations).

PRICE PER SHARE

The funds of participants may be pooled by Wells Fargo for the purpose of purchasing shares. The price per share paid by each participant will be the weighted average price of all shares purchased during an investment period. Your account will be credited with the number of Plan shares purchased for you, in full and fractional shares, computed to three decimal places.

PLAN SHARES AND STOCK CERTIFICATES

Wells Fargo will hold the Plan shares. Stock certificates will be issued to you upon your request and will be issued to the registration on record and sent to the address of record.

Neither the Plan shares in your account nor the account itself may be assigned or used as collateral. Shares held in the Plan are not subject to protection under the Securities Investor Protection Act of 1970.

CERTIFICATE DEPOSIT

As a participant in the Plan you may also send in your stock certificate(s) to Wells Fargo for credit to your account under the Plan. There is no charge for depositing stock certificate(s) for credit to your account under the Plan. These shares will be held as Plan shares.

Because you bear the risk of loss in sending stock certificate(s), it is recommended that you use registered mail, insuring your certificate(s) for 2% of their current market value. **Certificate(s) should not be endorsed on the back.**

GIFTING PLAN SHARES

You may gift Company common stock by:

- ◆ Making the initial cash investment to establish an account in the recipient's name. To do this, go online (see "Internet Privileges") or complete an Account Authorization form and submit it to Wells Fargo together with the required initial investment and enrollment fee (see "Enrollment in the Plan"); or
- ◆ Transferring shares from your account to another person (see "Share Transfers within Plan").

If transferring Plan shares, all accounts opened will be automatically enrolled in the Plan.

SHARE TRANSFERS WITHIN THE PLAN

Plan shares may be transferred to a Plan account of another person subject to compliance with any applicable laws. To do this, participants must complete and return to Wells Fargo an executed Stock Power form. The signature of the transferring participant on the Stock Power form must be **medallion guaranteed** by an eligible financial institution. The Stock Power form can be obtained online or from Wells Fargo. If the person to whom the shares are transferred is not a participant in the Plan, Wells Fargo will automatically open an account for the person and enroll them in the Plan.

If you request to transfer all shares in your Plan account between a dividend record date and payable date, your transfer request will be processed; however, your Plan account will not be terminated. You may receive additional dividend reinvestment shares which will require you to submit a written request to transfer the additional shares.

STATEMENT OF YOUR ACCOUNT

Following each purchase or other transaction involving your account, you will be furnished with a statement that includes:

1. The amount of any investment from:
 - a. cash dividends paid on shares registered in your name,
 - b. cash dividends paid on full and fractional Plan shares in your account,
 - c. cash investments;
2. The date of the transaction;
3. The number and price per share of any Plan shares purchased for your account;
4. The number and price per share of any Plan shares sold for your account;
5. The number of Plan shares withdrawn from or deposited to your account by you;
6. The fees and brokerage commission, if any, for the transaction;
7. The total number of Direct Registration shares (book-entry), shares held in certificate form and Plan shares in your account; and
8. A year-to-date summary of transactions in your account.

These statements contain information that is required for tax reporting purposes. Therefore, it is imperative that you keep the statements until Plan shares have been disposed of and all tax obligations have been met. If this information is lost, a written request stating the information required may be sent to Wells Fargo at the address contained in this brochure.

FEDERAL INCOME TAX CONSIDERATIONS

All cash dividends, even though reinvested under the Plan, are still treated as income to you for Federal Income Tax purposes for the year in which the dividend was paid.

If you are subject to backup withholding or are a foreign shareowner, only the net amount of dividends will be invested under the dividend reinvestment option. Statements will reflect the amount of dividends reinvested and tax withheld.

You will be provided with a year-end statement (IRS Form 1099-DIV) that you will need to complete your personal tax return. The statement will show the amount of dividends paid in cash or invested for you, any brokerage commissions or service fees paid for you, and if appropriate, the amount of tax withheld.

Please consult your tax advisor for current tax reporting requirements.

VOTING OF PLAN SHARES

The proxy card sent to you permits you to vote or abstain from voting all shares held by you, including your Plan shares.

STOCK DIVIDEND OR STOCK SPLIT

Any shares distributable to you pursuant to a stock dividend or stock split on shares registered in your name or credited to your account under the Plan will be added to your account. If Wells Fargo receives, between record date and payable date for a stock distribution, a request to discontinue participation in the Plan or to sell Plan shares, the request will not be processed until the stock distribution is credited to your account.

WITHDRAWAL, SALE OF SHARES, TERMINATION

You may withdraw full Plan shares, direct the sale of full Plan shares, or terminate your participation in the Plan by telephoning (see "Telephone Transactions"),

going online (see “Internet Privileges”) or sending a written notice to Wells Fargo. **Wells Fargo will make best efforts to process a sales order on the next business day following receipt of a properly completed Transaction Request form, but best efforts is not a guarantee of a specific date or specific price.** There also must be sufficient volume and the request must be received on a business day when the relevant securities market is open. If there is not sufficient volume, sales will be processed at least once per week.

Plan shares to be sold may be aggregated with shares of other participants to be sold and the proceeds distributed to each participant based on the weighted average sale price. If you sell or otherwise dispose of all shares held in physical certificate form registered in your name including book-entry (DRS) on the records of the Company, dividends on all Plan shares will continue to be reinvested as you have elected unless otherwise notified by you.

Withdrawals – You may withdraw full shares from the Plan, into certificate or direct registration form, and continue to reinvest your dividends. Your withdrawal notice to Wells Fargo should specify the number of full Plan shares to be withdrawn from your account. You may call (see “Telephone Transactions”) or use the Transaction Request form attached to your Plan statement and send it to Wells Fargo.

Sales – Your notice to Wells Fargo should specify the number of Plan shares to be sold. You may go online (see “Internet Privileges”), call (see “Telephone Transactions”) or write to Wells Fargo.

If submitting a request to sell all or part of your Plan shares, and you are requesting net proceeds to be automatically deposited to a United States bank checking or savings account, you must provide a voided blank check for a checking account or blank savings deposit slip for a savings account. If you are unable to provide a voided check or deposit slip, your written request must have your signature(s) medallion guaranteed by an eligible financial institution for direct deposit. Requests for automatic deposit of sale proceeds that do not provide the required documentation will not be honored and a check for the net proceeds will be issued.

Termination from the Plan – Use the Transaction Request form attached to your Plan statement and send it to Wells Fargo. Your termination notice should specify whether:

1. Book-entry (DRS) shares should be issued for all full Plan shares in your Plan account and a check sent to you or a direct deposit to your bank account for the proceeds for any fractional share, less any applicable service charges or commissions;
2. Book-entry (DRS) shares should be issued for a portion of full shares in your Plan account. The remaining shares will be sold and a check sent to you or a direct deposit to your bank account for the proceeds, less any applicable service charges or commissions; or
3. All Plan shares will be sold and a check sent to you or a direct deposit to your bank account for the proceeds, less any applicable service charges or commissions.

If no election is made in the request for termination, book-entry (DRS) shares will be issued for the full shares and a check less any service fees and commissions will be issued for the fractional share.

Your written request for termination should be signed by the authorized signer(s) as their name(s) appear on the account statement.

If your request to terminate from the Plan is received on or after a dividend record date, but before the dividend payment date, your termination will be processed as soon as practicable, and a separate dividend check will be mailed to you. Future dividends will be paid in cash, unless you rejoin the Plan.

In addition, your request to stop making optional cash investments by automatic withdrawal must be received by Wells Fargo at least 15 business days prior to the scheduled investment date to ensure that the request is effective as to the next investment.

You should be aware that the share price of Company common stock may fall or rise during the period between a request for sale, its receipt by Wells Fargo, and the ultimate sale in the open market. You should evaluate these possibilities while deciding whether and when to sell any shares through the Plan. The price risk will be borne solely by you.

Wells Fargo can terminate your participation in the Plan if you do not own at least one full share in your name or held through the Plan.

CHANGES IN THE PLAN

The Plan may be amended, modified, changed or terminated, and any shareowner's participation in the Plan may be terminated at any time by giving written notice to the affected participants.

LIMITATIONS OF LIABILITY

Neither the Company, Wells Fargo nor any broker/dealer selected by Wells Fargo will be liable for any acts done in good faith or for any good faith omissions to act including, without limitation, any claim for liability (i) arising out of the failure to terminate a participant's account upon the death of a participant, prior to receiving written notice of the death, (ii) with respect to the price at which Plan shares are purchased or sold for an account, (iii) with respect to the times at which purchases or sales are made, or (iv) with respect to fluctuations in the market value of the Plan shares in a participant's account.

Wells Fargo is acting solely as agent of the Company and owes no duties, fiduciary or otherwise, to any other person by reason of this Plan, and no implied duties, fiduciary or otherwise, shall be read into this Plan. Wells Fargo undertakes to perform such duties and only such duties as expressly set forth herein, to be performed by it, and no implied covenants or obligations shall be read into this Plan against Wells Fargo or the Company.

In the absence of negligence or willful misconduct on its part, Wells Fargo, whether acting directly or through agents or attorneys, shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties hereunder. In no event shall Wells Fargo be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if Wells Fargo has been advised of the likelihood of such loss or damage and regardless of the form of action.

Wells Fargo shall: (i) not be required to and shall make no representations and have no responsibilities as to the validity, accuracy, value or genuineness of any signatures or endorsements, other than its own; and (ii) not be obligated to take any legal action

hereunder that might, in its judgment, involve any expense or liability, unless it has been furnished with reasonable indemnity.

Wells Fargo shall not be responsible or liable for any failure or delay in the performance of its obligations under this Plan arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that Wells Fargo shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Wells Fargo is authorized to choose a broker/dealer, including an affiliated broker/dealer, at its sole discretion to facilitate purchases and sales of common stock by Plan participants. Wells Fargo will furnish the name of the registered broker/dealer, including any affiliated broker/dealer, utilized in share transactions within a reasonable time upon written request from the participant.

Individuals are encouraged to read and understand the provisions of the Plan. All enrollment, investment, and related decisions should be based on your judgment and research. Neither Wells Fargo nor the Company provides any investment advice or recommendations regarding the shares or participation in the Plan.

The Terms and Conditions of the Plan and its operation shall be governed by Minnesota Law.

FEES

Enrollment Fee	Paid by Company
Certificate Issuance	Paid by Company
Certificate Deposit	Paid by Company
Investment Fees	
Dividend reinvestment service fee	Paid by Company
Optional cash investment service fee	Paid by Company
Automatic withdrawal service fee	Paid by Company
Purchase commission	Paid by Company
Sale Fees	
Service fee	\$15.00 per transaction
Sale commission	\$0.10 per share
Direct deposit of proceeds	\$5.00 per transaction
Fee for Returned Checks or Rejected Automatic Bank Withdrawals	
	\$25.00 per item
Prior Year Duplicate Statements	
	Paid by Company

NOTES



RPM International Inc. is a multinational holding company with subsidiaries that manufacture and market high-performance coatings, sealants and specialty chemicals, primarily for maintenance and improvement applications.

www.rpminc.com

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