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(Exact name of registrant as specified in its charter) Â Nevada Â 26-2178141 (State or other Jurisdiction ofIncorporation or Organization) Â (I.R.S. EmployerIdentification No.) Â 5220 Spring Valley Road, Suite 500Dallas, TX Â 75242 (Address of Principal Executive Offices) Â (Zip Code) Â (949) 281-2606 (Registrantâ€™s telephone number, including area code) Â Â (Former name, former address and former fiscal year, if changed since last report) Â Securities registered pursuant to SectionÂ 12(b) of the Act: Â Title of each class Â Trading symbol(s) Â Name of exchange on which registered Common Stock, $0.001 par value Â VIVK Â The Nasdaq Stock Market LLC (Nasdaq Capital Market) Â Indicate by check mark whether the registrant (1) has filed all reports required to be filed by SectionÂ 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YesÂ â˜'Â Â Â NoÂ â˜ Â Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to RuleÂ 405 of Regulation S-T (Â§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YesÂ â˜'Â Â Â NoÂ â˜ Â Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See the definitions of â€œlarge accelerated filer,â€ â€œaccelerated filer,â€ a â€œsmaller reporting companyâ€ and â€œemerging growth companyâ€ in RuleÂ 12b-2 of the Exchange Act. Â Large accelerated filer â˜ Accelerated filer â˜ Non-accelerated filer â˜' Smaller reporting company â˜' Â Â Emerging growth company â˜' Â If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to SectionÂ 7(a)(2)(B) of the Securities Act:Â â˜ Â Indicate by check mark whether the registrant is a shell company (as defined in RuleÂ 12b-2 of the Exchange Act). YesÂ â˜Â Â Â NoÂ â˜' Â As of NovemberÂ 11, 2024, there were 33,638,273 shares of the registrantâ€™s common stock outstanding. Â Â Â Â Â Â VIVAKOR, INC. FORM 10-Q FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2024 Â TABLE OF CONTENTS Â Â Â Â Â Page PART I. FINANCIAL INFORMATION Â 1 Â Â Â Â Â ITEM 1. 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Â Legal Proceedings Â 37 Â Â Â Â Â ITEM 1A. Â Risk Factors Â 37 Â Â Â Â Â ITEM 2. Â Unregistered Sales of Equity Securities and Use of Proceeds Â 38 Â Â Â Â Â ITEM 3. Â Defaults Upon Senior Securities Â 39 Â Â Â Â Â ITEM 4. Â Mine Safety Disclosures Â 39 Â Â Â Â Â ITEM 5. Â Other Information Â 40 Â Â Â Â Â ITEM 6. Â Exhibits Â 45 Â Â Â Â Â SIGNATURES Â 48 Â i Â Â PART I - FINANCIAL INFORMATION Â ITEM 1. FINANCIAL STATEMENTS Â VIVAKOR, INC. CONDENSED CONSOLIDATED BALANCE SHEETS Â Â Â Â Â Â Â Â Â Â Â Â SeptemberÂ 30, 2024 Â Â DecemberÂ 31, 2023 Â Â Â (Unaudited) Â Â Â Â ASSETS Â Â Â Â Â Â Â Â Current assets: Â Â Â Â Â Â Â Â Cash and cash equivalents Â $ 687,172 Â Â $ 744,307 Â Accounts receivable Â Â 691,895 Â Â Â 2,458,730 Â Accounts receivable- related party Â Â 137,000 Â Â Â 174,083 Â Prepaid expenses Â Â 81,484 Â Â Â 74,876 Â Marketable securities Â Â 1,239,565 Â Â Â 495,826 Â Inventories Â Â 184,882 Â Â Â 44,632 Â Other assets Â Â 1,639,084 Â Â Â 1,118,188 Â Total current assets Â Â 4,661,082 Â Â Â 5,110,642 Â Â Â Â Â Â Â Â Â Other investments Â Â 4,000 Â Â Â 4,000 Â Notes receivable Â Â 220,088 Â Â Â 213,168 Â Property and equipment, net Â Â 28,348,642 Â Â Â 24,299,317 Â Right of use assets- operating leases Â Â 1,283,378 Â Â Â 1,534,870 Â License agreements, net Â Â 1,560,703 Â Â Â 1,651,324 Â Intellectual property, net Â Â 21,481,049 Â Â Â 23,437,654 Â Goodwill Â Â 14,984,768 Â Â Â 14,984,768 Â Total assets Â $ 72,543,710 Â Â $ 71,235,743 Â Â Â Â Â Â Â Â Â Â LIABILITIES AND STOCKHOLDERSâ€™ EQUITY Â Â Â Â Â Â Â Â Current liabilities: Â Â Â Â Â Â Â Â Accounts payable and accrued expenses Â $ 19,635,178 Â Â $ 16,578,642 Â Accounts payable and accrued expenses- related parties Â Â 778,559 Â Â Â 1,933,817 Â Accrued compensation Â Â 1,046,481 Â Â Â 1,968,063 Â Operating lease liabilities, current Â Â 177,249 Â Â Â 435,906 Â Finance lease liabilities, current Â Â 717,828 Â Â Â 963,900 Â Loans and notes payable, current Â Â 3,236,529 Â Â Â 2,477,970 Â Loans and notes payable, current- related parties Â Â 21,538,331 Â Â Â 15,626,168 Â Total current liabilities Â Â 47,130,154 Â Â Â 39,984,466 Â Â Â Â Â Â Â Â Â Operating lease liabilities, long term Â Â 1,199,082 Â Â Â 1,193,915 Â Finance lease liabilities, long term Â Â 1,734,193 Â Â Â 1,852,178 Â Loans and notes payable, long term Â Â 355,812 Â Â Â 856,034 Â Loans and notes payable, long term- related parties Â Â - Â Â Â 5,590,008 Â Long-term debt (working interest royalty programs) Â Â 5,264,818 Â Â Â 4,433,630 Â Deferred tax liability Â Â 120,076 Â Â Â 88,323 Â Total liabilities Â Â 55,804,135 Â Â Â 53,998,554 Â Â Â Â Â Â Â Â Â Â Stockholdersâ€™ equity: Â Â Â Â Â Â Â Â Preferred stock, $0.001 par value; 15,000,000 shares authorized, none outstanding Â Â Â Â Â Â Â Â Common stock, $0.001 par value; 200,000,000 shares authorized; 33,638,273 and 26,220,508 were issued and outstanding as of September 30, 2024 and December 31, 2023, respectively Â Â 33,638 Â Â Â 26,221 Â Additional paid-in capital Â Â 89,576,500 Â Â Â 83,097,553 Â Treasury stock, at cost Â Â (20,000) Â Â (20,000) Accumulated deficit Â Â (72,791,791) Â Â (65,908,406) Total Vivakor, Inc. stockholdersâ€™ equity Â Â 16,798,347 Â Â Â 17,195,368 Â Noncontrolling interest Â Â (58,772) Â Â 41,821 Â Total stockholdersâ€™ equity Â Â 16,739,575 Â Â Â 17,237,189 Â Total liabilities and stockholdersâ€™ equity Â $ 72,543,710 Â Â $ 71,235,743 Â Â See accompanying notes to consolidated financial statements Â 1 Â Â VIVAKOR, INC. CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Three Months Ended Â Â Nine Months Ended Â Â Â SeptemberÂ 30, Â Â SeptemberÂ 30, Â Â Â 2024 Â Â 2023 Â Â 2024 Â Â 2023 Â Revenues Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Product revenue - third parties Â $ 4,775,771 Â Â $ 12,849,613 Â Â $ 30,999,451 Â Â $ 35,614,821 Â Product revenue - related party Â Â 11,140,652 Â Â Â 3,463,793 Â Â Â 17,119,485 Â Â Â 9,834,095 Â Total revenues Â Â 15,916,423 Â Â Â 16,313,406 Â Â Â 48,118,936 Â Â Â 45,448,916 Â Cost of revenues Â Â 14,190,073 Â Â Â 14,766,494 Â Â Â 44,213,635 Â Â Â 41,174,082 Â Gross

profit Â Â 1,726,350 Â Â Â 1,546,912 Â Â Â 3,905,301 Â Â Â 4,274,834 Â Operating expenses: Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Sales and marketing Â Â 6,650 Â Â Â 1,240 Â Â Â 18,318 Â Â Â 2,457 Â General and administrative Â Â 2,613,394 Â Â Â 1,473,728 Â Â Â 7,252,540 Â Â Â 4,710,852 Â Amortization and depreciation Â Â 1,064,943 Â Â Â 817,058 Â Â Â 3,062,416 Â Â Â 2,269,445 Â Total operating expenses Â Â 3,684,987 Â Â Â 2,292,026 Â Â Â 10,333,274 Â Â Â 6,982,754 Â Loss from operations Â Â (1,958,367) Â Â (745,114) Â Â (6,427,973) Â Â (2,707,920) Other income (expense): Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Unrealized gain (loss) on marketable securities Â Â 826,377 Â Â Â (661,101) Â Â 743,739 Â Â Â (991,652) Gain deconsolidation of subsidiary Â Â - Â Â Â - Â Â Â 177,550 Â Â Â - Â Interest income Â Â 2,307 Â Â Â - Â Â Â 6,920 Â Â Â - Â Interest expense Â Â (641,244) Â Â (516,357) Â Â (1,565,231) Â Â (1,426,730) Interest expense- related parties Â Â - Â Â Â (828,739) Â Â - Â Â Â (2,387,523) Other income Â Â 31,000 Â Â Â 99,420 Â Â Â 115,000 Â Â Â 123,536 Â Total other income (expense) Â Â 218,440 Â Â Â (1,906,777) Â Â (522,022) Â Â (4,682,369) Loss before provision for income taxes Â Â (1,740,197) Â Â (2,651,891) Â Â (6,949,995) Â Â (7,390,289) Provision for income taxes Â Â - Â Â Â - Â Â Â (33,983) Â Â (800) Consolidated net loss Â Â (1,740,197) Â Â (2,651,891) Â Â (6,983,978) Â Â (7,391,089) Less: Net loss attributable to noncontrolling interests Â Â (52,045) Â Â (134,517) Â Â (100,593) Â Â (494,450) Net loss attributable to Vivakor, Inc. Â $ (1,688,152) Â $ (2,517,374) Â $ (6,883,385) Â $ (6,896,639) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Basic and diluted net loss per share Â $ (0.06) Â $ (0.14) Â $ (0.24) Â $ (0.38) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Basic weighted average common shares outstanding Â Â 30,625,756 Â Â Â 18,120,344 Â Â Â 28,282,472 Â Â Â 18,083,543 Â Â See accompanying notes to consolidated financial statements Â 2 Â Â VIVAKOR, INC. CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERSâ€™ EQUITY Â Series A Preferred Stock Â Â Common Stock Â Â Additional Paid-in Â Â Treasury Â Â Accumulated Â Â Non-controlling Â Â Total Stockholdersâ€™ Â Â Â Shares Â Â Amount Â Â Shares Â Â Amount Â Â Capital Â Â Stock Â Â Deficit Â Â Interest Â Â Equity Â JuneÂ 30, 2024 (unaudited) Â Â - Â Â $ - Â Â Â 29,135,547 Â Â $ 29,136 Â Â $ 86,134,795 Â Â $ (20,000) Â $ (71,103,639) Â $ (6,727) Â $ 15,033,565 Â Issuance of common stock for services Â Â - Â Â Â - Â Â Â 150,000 Â Â Â 150 Â Â Â 353,700 Â Â Â - Â Â Â - Â Â Â - Â Â Â 353,850 Â Issuance of common stock for cash Â Â - Â Â Â - Â Â Â 2,667,568 Â Â Â 2,667 Â Â Â 1,422,333 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,425,000 Â Issuance of common stock on conversion of debt Â Â Â Â Â Â Â Â Â Â 1,000,000 Â Â Â 1,000 Â Â Â 1,178,000 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,179,000 Â Stock based compensation Â Â - Â Â Â - Â Â Â 685,158 Â Â Â 685 Â Â Â 487,672 Â Â Â - Â Â Â - Â Â Â - Â Â Â 488,357 Â Net loss Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (1,688,152) Â Â (52,045) Â Â (1,740,197) SeptemberÂ 30, 2024 (unaudited) Â Â - Â Â $ - Â Â Â 33,638,273 Â Â $ 33,638 Â Â $ 89,576,500 Â Â $ (20,000) Â $ (72,791,791) Â $ (58,772) Â $ 16,739,575 Â Â Â Â Series A Preferred Stock Â Â Common Stock Â Â Additional Paid-in Â Â Treasury Â Â Accumulated Â Â Non-controlling Â Â Total Stockholdersâ€™ Â Â Â Shares Â Â Amount Â Â Shares Â Â Amount Â Â Capital Â Â Stock Â Â Deficit Â Â Interest Â Â Equity Â DecemberÂ 31, 2023 Â Â - Â Â $ - Â Â Â 26,220,508 Â Â $ 26,221 Â Â $ 83,097,553 Â Â $ (20,000) Â $ (65,908,406) Â $ 41,821 Â Â $ 17,237,189 Â Issuance of common stock for services Â Â - Â Â Â - Â Â Â 633,292 Â Â Â 633 Â Â Â 735,017 Â Â Â - Â Â Â - Â Â Â - Â Â Â 735,650 Â Issuance of common stock for cash Â Â - Â Â Â - Â Â Â 2,667,568 Â Â Â 2,667 Â Â Â 1,422,333 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,425,000 Â Issuance of common stock for a reduction of liabilities Â Â - Â Â Â - Â Â Â 400,000 Â Â Â 400 Â Â Â 378,890 Â Â Â - Â Â Â - Â Â Â - Â Â Â 379,290 Â Issuance of common stock on conversion of debt Â Â Â Â Â Â Â Â Â Â 1,903,095 Â Â Â 1903 Â Â Â 2,225,590 Â Â Â - Â Â Â - Â Â Â - Â Â Â 2,227,493 Â Issuance of warrants for services Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 92,522 Â Â Â - Â Â Â - Â Â Â - Â Â Â 92,522 Â Stock based compensation Â Â - Â Â Â - Â Â Â 1,813,810 Â Â Â 1,814 Â Â Â 1,624,595 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,626,409 Â Net loss Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (6,883,385) Â Â (100,593) Â Â (6,983,978) SeptemberÂ 30, 2024 (unaudited) Â Â - Â Â $ - Â Â Â 33,638,273 Â Â $ 33,638 Â Â $ 89,576,500 Â Â $ (20,000) Â $ (72,791,791) Â $ (58,772) Â $ 16,739,575 Â Â Â Â Series A Preferred Stock Â Â Common Stock Â Â Additional Paid-in Â Â Treasury Â Â Accumulated Â Â Non-controlling Â Â Total Stockholdersâ€™ Â Â Â Shares Â Â Amount Â Â Shares Â Â Amount Â Â Capital Â Â Stock Â Â Deficit Â Â Interest Â Â Equity Â JuneÂ 30, 2023 (unaudited) Â Â - Â Â $ - Â Â Â 18,064,838 Â Â $ 18,065 Â Â $ 74,493,672 Â Â $ (20,000) Â $ (59,549,046) Â $ 8,575,445 Â Â $ 23,518,136 Â Issuance of common stock for a reduction of liabilities Â Â - Â Â Â - Â Â Â 154,744 Â Â Â 155 Â Â Â 219,845 Â Â Â - Â Â Â - Â Â Â - Â Â Â 220,000 Â Distributions to noncontrolling interest Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (414,328) Â Â (414,328) Issuance of noncontrolling interest for a reduction of debt Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,970,000 Â Â Â 1,970,000 Â Stock based compensation Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,260,476 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,260,476 Â Net loss Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (2,517,374) Â Â (134,517) Â Â (2,651,891) SeptemberÂ 30, 2023 (unaudited) Â Â - Â Â $ - Â Â Â 18,219,582 Â Â $ 18,220 Â Â $ 75,973,993 Â Â $ (20,000) Â $ (62,066,420) Â $ 9,996,600 Â Â $ 23,902,393 Â Â Â Â Series A Preferred Stock Â Â Common Stock Â Â Additional Paid-in Â Â Treasury Â Â Accumulated Â Â Non-controlling Â Â Total Stockholdersâ€™ Â Â Â Shares Â Â Amount Â Â Shares Â Â Amount Â Â Capital Â Â Stock Â Â Deficit Â Â Interest Â Â Equity Â DecemberÂ 31, 2022 Â Â - Â Â $ - Â Â Â 18,064,838 Â Â $ 18,065 Â Â $ 74,026,163 Â Â $ (20,000) Â $ (55,169,781) Â $ 8,206,614 Â Â $ 27,061,061 Â Issuance of common stock for a reduction of liabilities Â Â - Â Â Â - Â Â Â 154,744 Â Â Â 155 Â Â Â 219,845 Â Â Â - Â Â Â - Â Â Â - Â Â Â 220,000 Â Distributions to noncontrolling interest Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (1,020,564) Â Â (1,020,564) Issuance of noncontrolling interest for a reduction of debt Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 3,305,000 Â Â Â 3,305,000 Â Non-qualified stock options issued to third party Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 467,509 Â Â Â - Â Â Â - Â Â Â - Â Â Â 467,509 Â Stock based compensation Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,260,476 Â Â Â - Â Â Â - Â Â Â - Â Â Â 1,260,476 Â Net loss Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â - Â Â Â (6,896,639) Â Â (494,450) Â Â (7,391,089) SeptemberÂ 30, 2023 (unaudited) Â Â - Â Â $ - Â Â Â 18,219,582 Â Â $ 18,220 Â Â $ 75,973,993 Â Â $ (20,000) Â $ (62,066,420) Â $ 9,996,600 Â Â $ 23,902,393 Â Â See accompanying notes to consolidated financial statements Â 3 Â Â VIVAKOR, INC. CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED) Â Â Â Â Â Â Â Â Â Â Â Nine Months Ended SeptemberÂ 30, Â Â Â 2024 Â Â 2023 Â OPERATING ACTIVITIES: Â Â Â Â Â Â Â Â Consolidated net loss Â $ (6,983,978) Â $ (7,391,089) Adjustments to reconcile net income to net cash used in operating activities: Â Â Â Â Â Â Â Â Depreciation and amortization Â Â 3,062,416 Â Â Â 2,269,445 Â Forgiveness of liabilities Â Â - Â Â Â (40,584) Stock-based compensation Â Â 1,626,409 Â Â Â 1,260,476 Â Unrealized (gain) loss- marketable securities Â Â (743,739) Â Â 991,652 Â Gain on deconsolidation of variable interest entity Â Â (177,550) Â Â - Â Deferred income taxes Â Â 31,753 Â Â Â - Â Changes in operating assets and liabilities: Â Â Â Â Â Â Â Â Accounts receivable Â Â 1,753,918 Â Â Â (442,307) Prepaid expenses Â Â (6,608) Â Â (35,822) Inventory Â Â (140,250) Â Â (16,500) Other assets Â Â (520,896) Â Â (348,943) Right of use assets- finance leases Â Â (26,648) Â Â 785,817 Â Right of use assets- operating leases Â Â 251,492 Â Â Â 257,286 Â Operating lease liabilities Â Â (253,490) Â Â (257,286) Accounts payable and accrued expenses Â Â 1,184,103 Â Â Â (929,360) Interest on notes receivable Â Â (6,920) Â Â - Â Interest on notes payable Â Â 1,115,347 Â Â Â 3,058,522 Â Net cash provided (used) in operating activities Â Â 165,359 Â Â Â (838,693) Â Â Â Â Â Â Â Â INVESTING ACTIVITIES: Â Â Â Â Â Â Â Â Purchase of equipment Â Â (2,362,898) Â Â (3,841,589) Net cash used in investing activities Â Â (2,362,898) Â Â (3,841,589) Â Â Â Â Â Â Â Â FINANCING ACTIVITIES: Â Â Â Â Â Â Â Â Payment on financing lease liabilities Â Â (364,057) Â Â (299,993) Proceeds from loans and notes payable Â Â 3,365,309 Â Â Â 3,723,458 Â Proceeds from loans and notes payable- related party Â Â 1,304,150 Â Â Â 776,500 Â Proceeds from sale of common stock Â Â 1,425,000 Â Â Â - Â Payment of notes payable Â Â (1,439,461) Â Â - Â Payment of notes payable- related party Â Â (2,150,537) Â Â (482,815) Distributions to noncontrolling interest Â Â - Â Â Â (1,020,564) Net cash provided by financing activities Â Â 2,140,404 Â Â Â 2,696,586 Â Â Â Â Â Â Â Â Â Net increase (decrease) in cash and cash equivalents Â Â (57,135) Â Â (1,983,696) CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD Â Â 744,307 Â Â Â 3,182,793 Â CASH AND CASH EQUIVALENTS, END OF PERIOD Â $ 687,172 Â Â $ 1,199,097 Â Â Â Â Â Â Â Â Â SUPPLEMENTAL CASHFLOW INFORMATION: Â Â Â Â Â Â Â Â Cash paid during the year for: Â Â Â Â Â Â Â Â Interest Â $ 460,343 Â Â $ 2,485,211 Â Income taxes Â $ - Â Â $ - Â Â Â Â Â Â Â Â Â Noncash transactions: Â Â Â Â Â Â Â Â Accounts payable on purchase of equipment Â Â 1,571,608 Â Â Â 432,857 Â Noncontrolling interest issued for a reduction in liabilities Â $ - Â Â $ 3,305,000 Â Capitalized interest on construction in process Â $ 1,015,402 Â Â $ 735,919 Â Common stock issued with debt Â $ 464,290 Â Â $ - Â Non-qualified stock options issued with debt Â $ - Â Â $ 467,509 Â Common stock issued for services Â $ 735,650 Â Â $ - Â Common stock issued on conversion of debt Â $ 2,227,493 Â Â $ - Â Common stock issued for a reduction in liabilities Â $ 379,290 Â Â $ 220,000 Â Â See accompanying notes to consolidated financial statements Â 4 Â Â VIVAKOR, INC. NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS(UNAUDITED) Â Note 1. Basis of Presentation Â Interim Financial Information Â The accompanying unaudited condensed consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America (â€œU.S. GAAPâ€) for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission (â€œSECâ€). Certain information and disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the related notes for the year ended DecemberÂ 31, 2023 that were filed with our Form 10-K. The unaudited condensed consolidated financial statements have been prepared on a basis consistent with that used to prepare the audited annual consolidated financial statements and include, in the opinion of management, all adjustments, consisting of normal and recurring items, necessary for the fair presentation of the condensed consolidated financial statements. The operating results for the three and nine months ended SeptemberÂ 30, 2024 are not necessarily indicative of the results expected for the full year ending DecemberÂ 31, 2024. Â Business Â Vivakor, Inc. (â€œVivakorâ€ or the â€œCompanyâ€) is a socially responsible operator, acquirer and developer of technologies and assets in the oil and gas industry, as well as related environmental solutions. Currently, our efforts are primarily focused on operating crude oil gathering, storage and transportation facilities, as well as contaminated soil remediation services. Â One of our facilities in Delhi, Louisiana sells crude under agreements with a large energy company. A different facility owns crude oil storage tanks near Colorado City, Texas. The storage tank is presently connected to the Lotus pipeline system and an extension to a major pipeline system is being constructed. Â Our soil remediation services specialize in the remediation of soil and the extraction of hydrocarbons, such as oil, from properties contaminated by or laden with heavy crude oil and other hydrocarbon-based substances utilizing our Remediation Processing Centers (RPCs). Our patented process allows us to successfully recover the hydrocarbons which we believe could then be used to produce asphaltic cement and/or other petroleum-based products. We are currently focusing our soil remediation efforts on our project in Kuwait and our upcoming project in the Houston, Texas area. Â Deconsolidation Â On SeptemberÂ 7, 2023 we entered into an Acquisition Agreement (the â€œAgreementâ€) to sell 100% of the common stock of VivaSphere, Inc. (â€œVivaSphereâ€) and its assets, which were completely impaired by the Company in the fiscal year 2022, to a private buyer. The transaction closed on FebruaryÂ 15, 2024. Under the terms of the Agreement, the purchase price of approximately $7.5 million consists of a promissory note payable (the â€œConvertible Noteâ€) to the Company payable in full four years after the closing date. In the event the buyer does not close a transaction with a public company within one year from the close of the transaction, then the Company has the right to foreclose on and repossess the assets. The Convertible Note is convertible into common shares of a public company after the buyer closes a transaction to become a public company, which has a ceiling of 17.99% of the total number of shares outstanding of the public company. The â€œConversion Priceâ€ shall equal the greater of (a) $0.75 per share or (b) the lesser of (i) 90% of the volume weighted average price for the Common Stock during the ten (10) consecutive trading days of the Common Stock immediately preceding the applicable Conversion Date on which the Company elects to convert all or part of this Note or (ii) $2.25 per share. Due to uncertainty of the collectability of the principal amount of the Convertible Note, we have established an allowance for the entire amount, and we have not accrued any interest receivable in connection with the Convertible Note. Â In accordance with ASC 810, as of OctoberÂ 1, 2023, we deconsolidated Viva Wealth Fund I, LLC (â€œVWFIâ€), recognizing a gain on deconsolidation of $438,099 in the fourth quarter of fiscal year 2023, and as of FebruaryÂ 15, 2024 we deconsolidated VivaSphere, recognizing a gain of $177,550 for the six months ended SeptemberÂ 30, 2024. The assets, liabilities and equity related to VWFI and VivaSphere were removed from our financial statements on their respective deconsolidation dates, resulting in the gains on deconsolidation. Â 5 Â Â Long Lived Assets Â The Company reviews the carrying values of its long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the expected future cash flow from the use of the asset and its eventual disposition is less than the carrying amount of the asset, an impairment loss is recognized and measured using the fair value of the related asset. For the nine months ended SeptemberÂ 30, 2024, the Company continued to build its wash plant for planned operations at its Houston, Texas site. The Company evaluated, and determined that there was no trigger event, and therefore there was no impairment incurred during the nine months ended SeptemberÂ 30, 2024. There can be no assurance that market conditions will not change or demand for the Companyâ€™s services will continue, which could result in impairment of long-lived assets in the future. Â Intangible Assets and Goodwill Â We account for intangible assets and goodwill in accordance with ASC 350 â€œIntangibles-Goodwill and Otherâ€ (â€œASC 350â€). We assess our intangible assets in accordance with ASC 360 â€œProperty, Plant, and Equipmentâ€ (â€œASC 360â€). Impairment testing is required when events occur that indicate an asset group may not be recoverable (â€œtriggering eventsâ€). As detailed in ASC 360-10-35-21, the following are examples of such events or changes in circumstances (sometimes referred to as impairment indicators or triggers): (a) A significant decrease in the market price of a long-lived asset (asset group) (b) A significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used or in its physical condition. (c) A significant adverse change in legal factors or in the business climate that could affect the value of a long-lived asset (asset group), including an adverse action or assessment by a regulator (d) An accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group) (e) A current-period operating or cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the use of a long-lived asset (asset group) (f) A current expectation that, more likely than not, a long-lived asset (asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. The term more likely than not refers to a level of likelihood that is more than 50 percent. We performed an analysis and assessed no triggering event has occurred, and no impairment for the nine months ended SeptemberÂ 30, 2024. Â Revenue Recognition Â For the nine months ended SeptemberÂ 30, 2024, our sales consisted of storage services and the sale of crude oil or like products. For the nine months ended SeptemberÂ 30, 2024, disaggregated revenue by customer type was as follows: $40,132,938 in crude oil sales, and $7,985,998 in product related to natural gas liquids sales. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with White Claw Crude (â€œWC Crudeâ€). Both WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. Â Related Party Revenues Â We sell crude oil or like products and provide storage services to related parties under long-term contracts. We acquired these contracts in our AugustÂ 1, 2022 acquisition of Silver Fuels Delhi, LLC and White Claw Colorado City, LLC. Our revenue from related parties for 2024 and 2023 was $17,119,485 and $9,834,095. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. Â Major Customers and Concentration of Credit Risk Â The Company has two major customers, which account for approximately 99% of the balance of accounts receivable as of SeptemberÂ 30, 2024 and 2023. Our two major customers (one of which is a related party) accounted for 99% of the Companyâ€™s revenues for the nine months ended SeptemberÂ 30, 2024 and 2023. Â Advertising Expense Â Advertising costs are expensed as incurred. The Company did not incur advertising expense for the nine months ended SeptemberÂ 30, 2024 and 2023. Â 6 Â Â Net Income/Loss Per Share Â Basic net income (loss) per share is calculated by subtracting any preferred interest distributions from net income (loss), all divided by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net income (loss) per common share is computed by dividing the net income (loss) by the weighted-average number of common share equivalents outstanding for the period determined using the treasury stock method if their effect is dilutive. Potential dilutive instruments have been excluded from the calculation of the weighted-average number of common shares outstanding when the Company is in a net loss position. For the three and nine months ended SeptemberÂ 30, 2024 and 2023 our potential dilutive instruments were excluded from the weighted-average calculation as they were antidilutive. Potential dilutive instruments as of SeptemberÂ 30, 2024 and 2023 include the following: convertible notes payable, which are convertible into approximately 773,269 and 214,560 shares of common stock, stock options and vesting or unissued stock awards granted to previous and current employees of 2,003,252 and 2,590,968 shares of common stock, stock options and vesting or unissued stock awards granted to board members or consultants of 572,948 and 680,274 shares of common stock. The Company issued free standing stock options to purchase 1,000,000 shares of our common stock to a third

party in a bundled transaction with debt during 2023 (see Note 6), which such stock option was exercised in SeptemberÂ 2024 for a reduction in debt. The Company also has warrants outstanding to purchase 399,040 shares of common stock as of SeptemberÂ 30, 2024 and 2023. Â Use of Estimates Â The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates, judgments, and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We believe our critical accounting estimates relate to the following: Recoverability of current and noncurrent assets, stock-based compensation, income taxes, effective interest rates related to long-term debt, lease assets and liabilities, valuation of stock used to acquire assets, derivatives, and fair values of the intangible assets and goodwill. Â While our estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from these estimates and assumptions. Â Fair Value of Financial Instruments Â The Company follows Accounting Standards Codification (â€œASCâ€) 820, â€œFair Value Measurements and Disclosuresâ€ (â€œASC 820â€), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Companyâ€™s financial position or operating results but did expand certain disclosures. Â ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below: Â Level 1: Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities. Â Level 2: Applies to assets or liabilities for which there are inputs other than quoted prices that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data. Â Level 3: Applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities. Â The Company analyzes all financial instruments with features of both liabilities and equity under the Financial Accounting Standard Boardâ€™s (â€œFASBâ€) accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The carrying amounts reported in the consolidated balance sheets for marketable securities are classified as Level 1 assets due to observable quoted prices for identical assets in active markets. The carrying amounts reported in the consolidated balance sheets for cash, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their estimated fair market values based on the short-term maturity of these instruments. The recorded values of notes payable approximate their current fair values because of their nature, rates, and respective maturity dates or durations. Â 7 Â Â Note 2. Going Concern & Liquidity Â We have historically suffered net losses and cumulative negative cash flows from operations, and as of SeptemberÂ 30, 2024, we had an accumulated deficit of approximately $72.8 72,791,791 million. As of SeptemberÂ 30, 2024 and 2023, we had a working capital deficit of approximately $42.5 million and $19 million, respectively. As of SeptemberÂ 30, 2024, we had cash of approximately $687 thousand. As of SeptemberÂ 30, 2024, we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered common stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once construction is completed of these sites, of the $13 million, approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Companyâ€™s ability to continue as a going concern. Â During the nine months ended SeptemberÂ 30, 2024, subject to available cash flows, the Company continued to develop its technologies, its strategy to monetize its intellectual properties and execute its business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3 million through debt financings with individual investors, $2.2 million through a sale lease back agreement. During the nine months ended SeptemberÂ 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock. Â Based on the above, we believe there is substantial doubt about the Companyâ€™s ability to continue as a going concern. The Company has prepared the consolidated financial statements on a going concern basis. If the Company encounters unforeseen circumstances that place constraints on its capital resources, management will be required to take various measures to conserve liquidity. Management cannot provide any assurance that the Company will be able to execute its plans to raise additional capital, close its merger and acquisitions, or that its operations or business plan will be profitable. Â Note 3. Property and Equipment Â The following table sets forth the components of the Companyâ€™s property and equipment at SeptemberÂ 30, 2024 and DecemberÂ 31, 2023: Â Schedule of property and equipment, net Â SeptemberÂ 30, 2024 Â Â DecemberÂ 31, 2023 Â Â Â Gross Carrying Amount Â Â Accumulated Depreciation Â Â Net Book Value Â Â Gross Carrying Amount Â Â Accumulated Depreciation Â Â Net Book Value Â Office furniture Â $ 14,998 Â Â $ 14,998 Â Â $ 0 Â Â $ 14,998 Â Â $ 7,823 Â Â $ 7,175 Â Vehicles Â Â 36,432 Â Â Â 36,432 Â Â Â 0 Â Â Â 36,432 Â Â Â 33,396 Â Â Â 3,036 Â Equipment Â Â 942,880 Â Â Â 539,814 Â Â Â 403,066 Â Â Â 942,880 Â Â Â 435,260 Â Â Â 507,620 Â Property Â Â 17,000 Â Â Â - Â Â Â 17,000 Â Â Â 17,000 Â Â Â 0 Â Â Â 17,000 Â Finance lease- Right of use assets Â Â 3,579,544 Â Â Â 2,270,142 Â Â Â 1,309,402 Â Â Â 3,579,544 Â Â Â 1,484,324 Â Â Â 2,095,220 Â Construction in process: Â Wash Plant Facilities Â Â 5,722,632 Â Â Â - Â Â Â 5,722,632 Â Â Â 3,344,968 Â Â Â - Â Â Â 3,344,968 Â Cavitation device Â Â 72,201 Â Â Â - Â Â Â 72,201 Â Â Â 72,201 Â Â Â - Â Â Â 72,201 Â Remediation Processing Unit 1 Â Â 4,594,325 Â Â Â - Â Â Â 4,594,325 Â Â Â 4,464,513 Â Â Â - Â Â Â 4,464,513 Â Remediation Processing Unit 2 Â Â 9,101,198 Â Â Â - Â Â Â 9,101,198 Â Â Â 8,187,425 Â Â Â - Â Â Â 8,187,425 Â Remediation Processing Unit System A Â Â 2,936,167 Â Â Â - Â Â Â 2,936,167 Â Â Â 2,795,391 Â Â Â - Â Â Â 2,795,391 Â Remediation Processing Unit System B Â Â 2,936,167 Â Â Â - Â Â Â 2,936,167 Â Â Â 2,795,391 Â Â Â - Â Â Â 2,795,391 Â WCCC Tank Expansion Â Â 1,256,484 Â Â Â - Â Â Â 1,256,484 Â Â Â 9,377 Â Â Â - Â Â Â 9,377 Â Total fixed assets Â $ 31,210,028 Â Â $ 2,861,386 Â Â $ 28,348,642 Â Â $ 26,260,120 Â Â $ 1,960,803 Â Â $ 24,299,317 Â Â For the nine months ending SeptemberÂ 30, 2024 and 2023, depreciation expense was $114,765 and $111,452. Equipment that is currently being manufactured is considered construction in process and is not depreciated until the equipment is placed into service. Equipment that is temporarily not in service is not depreciated until placed into service. Â 8 Â Â Note 4. Intangible Assets, Net and Goodwill Â The following table sets forth the components of the Companyâ€™s intangible assets at SeptemberÂ 30, 2024 and DecemberÂ 31, 2023: Â Schedule of components of intellectual property Â SeptemberÂ 30, 2024 Â Â DecemberÂ 31, 2023 Â Â Â Gross Carrying Amount Â Â Accumulated Amortization Â Â Net Book Value Â Â Gross Carrying Amount Â Â Accumulated Amortization Â Â Net Book Value Â Extraction Technology patents Â $ 113,430 Â Â $ 23,909 Â Â $ 89,521 Â Â $ 113,430 Â Â $ 18,905 Â Â $ 94,525 Â Extraction Technology Â Â 16,385,157 Â Â Â 7,919,493 Â Â Â 8,465,664 Â Â Â 16,385,157 Â Â Â 7,305,049 Â Â Â 9,080,108 Â Acquired crude oil contracts Â Â 16,788,760 Â Â Â 3,862,896 Â Â Â 12,925,864 Â Â Â 16,788,760 Â Â Â 2,525,739 Â Â Â 14,263,021 Â Total intangible assets Â $ 33,287,347 Â Â $ 11,806,298 Â Â $ 21,481,049 Â Â $ 33,287,347 Â Â $ 9,849,693 Â Â $ 23,437,654 Â Â The changes in the carrying amount of goodwill are as follows: Â Schedule of goodwillÂ Â Â Â Â Â Â Goodwill Â JanuaryÂ 1, 2023 Â $ 12,678,108 Â Business combination acquisition(1) Â Â 2,306,660 Â DecemberÂ 31, 2023 Â $ 14,984,768 Â SeptemberÂ 30, 2024 Â $ 14,984,768 Â Â Â (1) The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023. Â Note 5. Accounts Payable and Accrued Expenses Â Accounts payable and accrued expenses consist of the following: Â Schedule of accounts payable and accrued expenses Â Â Â Â Â Â Â Â Â Â SeptemberÂ 30, Â Â DecemberÂ 31, Â Â Â 2024 Â Â 2023 Â Accounts payable Â $ 8,070,842 Â Â $ 5,226,071 Â Office access deposits Â Â - Â Â Â - Â Unearned revenue Â Â 9,107,297 Â Â Â 9,107,297 Â Accrued interest (various notes and loans payable) Â Â 122,331 Â Â Â 178,999 Â Accrued interest (working interest royalty programs) Â Â 1,591,907 Â Â Â 1,396,528 Â Accrued tax penalties and interest Â Â 742,801 Â Â Â 669,747 Â Accounts payable and accrued expenses Â $ 19,635,178 Â Â $ 16,578,642 Â Â Schedule of accounts payable and accrued expenses related parties Â Â Â Â Â Â Â Â Â Â SeptemberÂ 30, Â Â DecemberÂ 31, Â Â Â 2024 Â Â 2023 Â Accounts payable- related parties Â $ 738,633 Â Â $ 1,933,817 Â Accrued interest (notes payable)- related parties Â Â 39,926 Â Â Â 0 Â Accounts payable and accrued expenses- related parties Â $ 778,559 Â Â $ 1,933,817 Â Accrued compensation Â $ 1,046,481 Â Â $ 1,968,063 Â Â 9 Â Â For the nine months ended SeptemberÂ 30, 2024, our accounts payable and accrued expenses include unverified billings from a service provider in the amount of $371,075, of which the Company is in the process of reviewing and may dispute in the near future. Â As of SeptemberÂ 30, 2024 and DecemberÂ 31, 2023, our accounts payable are primarily made up of trade payables for the purchase of crude oil and unearned revenue related to the construction of and intended sale leaseback of Remediation Processing Unit- System A & B. Â As of SeptemberÂ 30, 2024 and DecemberÂ 31, 2023, trade accounts payables in the amount of $109,129 and $1,933,817 is with a vendor who our CEO is a beneficiary of. As of SeptemberÂ 30, 2024 and DecemberÂ 31, 2023, accounts payable related to consulting services rendered of $596,341 and $178,325, are with a vendor who our CEO is a beneficiary of. Â As of SeptemberÂ 30, 2024, accrued compensation to current employees includes $147,982 in accrued vacation pay due to our Chief Executive Officer, which may be payable in cash or stock if unused, and $315,627 due to our Chief Financial Officer, which includes $90,002 in accrued sick and vacation pay is payable in cash if unused and $168,443 in accrued bonuses. Accrued compensation includes prorated year end accrued cash bonuses that are considered probable. Â On AugustÂ 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the â€œBase Salaryâ€), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (â€œLTIPâ€), and the shares will only vest as set forth in the LTIP. Â Note 6. Loans and Notes Payable Â Loans and notes payable and their maturities consist of the following: Â Third party debt: Â Schedule of loans and notes payableÂ Â Â Â Â Â Â Â Â Â Â SeptemberÂ 30, 2024 Â Â DecemberÂ 31, 2023 Â Various promissory notes and convertible notes Â $ 50,960 Â Â $ 50,960 Â Novus Capital Group LLC Note Â Â - Â Â Â 171,554 Â National Buick GMC Â Â 13,556 Â Â Â 13,556 Â Blue Ridge Bank Â Â 410,200 Â Â Â 410,200 Â Small Business Administration Â Â 349,579 Â Â Â 299,900 Â Al Dali International for Gen. Trading & Cont. Co. (a) Â Â 173,167 Â Â Â 974,594 Â RSF, LLC Â Â 500,000 Â Â Â 500,000 Â Keke Mingo Â Â - Â Â Â 913,240 Â Justin Ellis (b) Â Â 322,000 Â Â Â - Â Cedarview Opportunities Master Fund LP Â Â 1,772,879 Â Â Â - Â Total notes payable Â $ 3,592,341 Â Â $ 3,334,004 Â Â Â Â Â Â Â Â Â Loans and notes payable, current Â $ 3,236,529 Â Â $ 2,477,970 Â Loans and notes payable, long term Â $ 355,812 Â Â $ 856,034 Â Â 10 Â Â Related party debt: Â Schedule of loans and notes payable related parties Â Â Â Â Â Â Â Â Â Â SeptemberÂ 30, 2024 Â Â DecemberÂ 31, 2023 Â Jorgan Development, LLC Â $ 18,763,296 Â Â Â 20,841,052 Â Ballengee Holdings, LLC (c) Â Â 1,264,150 Â Â Â - Â Tyler Nelson Â Â 1,115,849 Â Â Â - Â Triple T Trading Company LLC Â Â 395,036 Â Â Â 375,124 Â Total notes payable- related parties Â $ 21,538,331 Â Â $ 21,216,176 Â Â Â Â Â Â Â Â Â Â Loans and notes payable, current- related parties Â $ 21,538,331 Â Â $ 15,626,168 Â Loans and notes payable, long term- related parties Â $ - Â Â $ 5,590,008 Â Â Schedule of maturities of loans and notes payable Â Â Â Â 2024 Â $ 17,313,784 Â 2025 Â Â 7,519,146 Â 2026 Â Â 35,552 Â 2027 Â Â 17,232 Â 2028 Â Â 17,232 Â Thereafter Â Â 227,726 Â Total Â $ 25,130,672 Â Â Â (a) On September 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed. (b) On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Companyâ€™s common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. (c) As previously disclosed, on MayÂ 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company. Â Additionally, on JulyÂ 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Companyâ€™s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on DecemberÂ 31, 2024 and was amended on JulyÂ 19, 2024 to mature on SeptemberÂ 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. Â (c) As previously disclosed, on MayÂ 23, 2024, we issued a promissory note (the â€œNoteâ€), to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company. Additionally, on JulyÂ 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Companyâ€™s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on DecemberÂ 31, 2024 and was amended on JulyÂ 19, 2024 to mature on SeptemberÂ 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. Â 11 Â Â Note 7. Commitments and Contingencies Â Finance Leases Â On AugustÂ 9, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 4â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â On JuneÂ 18, 2024, our subsidiary WCCC, entered into a supplement (â€œSupplement No. 3â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus. Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant equipment is

constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $683,000 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â As previously disclosed, on MayÂ 23, 2023 we entered into a supplement (â€œSupplement No. 2â€) to the Master Agreement Maxus, under which Maxus funded approximately $2.2 million to finance the build-out of other Houston wash plant equipment additions, which such lease was anticipated to commence in the second quarter of 2024. As of SeptemberÂ 30, 2024, we anticipate that this lease will now commence in the first quarter of 2025. Under the terms of this lease, we expect our lease payments to Maxus under the supplement to be approximately $57,962 per month over four years, with an early buyout option of approximately $685,000 or lease-end option to purchase the facilities for the fair market value. Â Because we were involved in the construction of the wash plant and the Texas pipeline extension, and were responsible for paying a portion of the construction costs, we evaluated the control criteria in â€˜build to suitâ€™ lease accounting guidance under GAAP ASC 842 (Leases) where the Company was deemed, for accounting purposes, to have control of the wash plant and pipeline extension during the construction period. Accordingly, the Company recorded project construction costs incurred during the construction period for the wash plant and pipeline extension incurred by the landlord as a construction-in-process asset and a related financing obligation on our consolidated balance sheets. The total of the projectsâ€™ construction costs have been capitalized and recorded to construction-in-process within â€˜Property and equipment, netâ€™. The total $3.9 million of construction costs funded by Maxus have been recorded as a component of â€˜Accounts payable and accrued expenses. Â Employment Agreements Â On AugustÂ 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the â€œBase Salaryâ€), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (â€œLTIPâ€), and the shares will only vest as set forth in the LTIP. Â 12 Â Â Note 8. Share-Based Compensation & Warrants Â Stock Options & Awards Â Generally accepted accounting principles require share-based payments to employees, including grants of employee stock options, warrants, and common stock to be recognized in the income statement based on their fair values at the date of grant, net of estimated forfeitures. Â The Company has granted stock-based compensation to employees, including stock options and stock awards in conjunction with our Board of Director and executive employment agreements, including stock awards and bonuses that are prorated or vest. In 2024, we issued additional stock awards for 450,244 common shares that vested immediately or that will vest quarterly in conjunction with annual compensation for current and a new Board of Direct compensation, and three executed executive employment contracts. In 2023, our CEOâ€™s executive employment agreement renewed including stock awards of 1,657,016 common shares that vest quarterly, and the continued vesting of two stock incentive awards issued to our Executive Vice President, Operations quarterly of 245,536 common shares, one of which vests quarterly and second cliff vests at 12 and 18 months. For the nine months ended SeptemberÂ 30, 2024, stock-based compensation was $1,626,409. Non-statutory stock-based compensation was $92,522 for the nine months ended SeptemberÂ 30, 2024. Â There were no other options or awards granted during the nine months ended SeptemberÂ 30, 2024. The following table summarizes all stock option activity of the Company for the nine months ended SeptemberÂ 30, 2024 and 2023: Â Schedule of option activity Â Â Â Â Â Â Â Â Â Â Â NumberÂ of Shares Â Â Weighted Average Exercise Price Â Â Weighted Average Remaining Contractual Life (Years) Â Outstanding, DecemberÂ 31, 2023 Â Â 2,816,900 Â Â $ 2.03 Â Â Â 4.08 Â Granted Â Â - Â Â Â - Â Â Â - Â Exercised Â Â (1,000,000) Â $ 1.179 Â Â Â - Â Forfeited Â Â - Â Â Â - Â Â Â - Â Outstanding, SeptemberÂ 30, 2024 Â Â 1,816,900 Â Â $ 2.50 Â Â Â 4.76 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Outstanding, DecemberÂ 31, 2022 Â Â 1,833,566 Â Â $ 2.59 Â Â Â 6.47 Â Granted Â Â 1,000,000 Â Â Â 1.18 Â Â Â 2.00 Â Exercised Â Â - Â Â Â - Â Â Â - Â Forfeited Â Â (16,667) Â Â 12.00 Â Â Â - Â Outstanding, SeptemberÂ 30, 2023 Â Â 2,816,899 Â Â $ 2.03 Â Â Â 4.58 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Exercisable, DecemberÂ 31, 2023 Â Â 2,720,221 Â Â $ 2.05 Â Â Â 3.93 Â Exercisable, SeptemberÂ 30, 2024 Â Â 1,816,900 Â Â $ 2.50 Â Â Â 4.76 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Exercisable, DecemberÂ 31, 2022 Â Â 1,526,869 Â Â $ 2.65 Â Â Â 5.94 Â Exercisable, SeptemberÂ 30, 2023 Â Â 2,671,883 Â Â $ 2.05 Â Â Â 4.10 Â Â As of SeptemberÂ 30, 2024 and 2023, the aggregate intrinsic value of the Companyâ€™s outstanding options was approximately none. The aggregate intrinsic value will change based on the fair market value of the Companyâ€™s common stock. Â 13 Â Â Note 9. Income Tax Â The Company calculates its quarterly tax provision pursuant to the guidelines in ASC 740 Income Taxes. ASC 740 requires companies to estimate the annual effective tax rate for current year ordinary income. In calculating the effective tax rate, permanent differences between financial reporting and taxable income are factored into the calculation, and temporary differences are not. The estimated annual effective tax rate represents the Companyâ€™s estimate of the tax provision in relation to the best estimate of pre-tax ordinary income or loss. The estimated annual effective tax rate is then applied to year-to-date ordinary income or loss to calculate the year-to-date interim tax provision. Â The Company recorded a provision for income taxes of $33,983 and $800 for the nine months ended SeptemberÂ 30, 2024 and 2023, respectively. The Company is projecting a (-0.73%) effective tax rate for the year ending DecemberÂ 31, 2024, which is primarily the result of permanent book to tax differences, increase in the valuation allowance, and the change in the naked credit deferred tax liability. The Companyâ€™s effective tax rate for the year ending DecemberÂ 31, 2023 was (-0.87%), which was primarily the result of prior year true-ups and permanent adjustments. Â Note 10. Related Party Transactions Â In 2023 we subleased office space to Spectra Global Cuisine, LLC (Spectra), which shares officers with WealthSpace, LLC (the Fund Manager of VWFI). For the nine months ended SeptemberÂ 30, 2024, we realized $115,000 in office sublease lease revenue from Spectra. As of SeptemberÂ 30, 2024, the Company is carrying accounts receivable of $137,000 related to this sublease. Â On JuneÂ 15, 2022, we entered into a Membership Interest Purchase Agreement (the â€œMIPAâ€), with Jorgan Development, LLC, (â€œJorganâ€) and JBAH Holdings, LLC, (â€œJBAHâ€ and, together with Jorgan, the â€œSellersâ€), as the equity holders of Silver Fuels Delhi, LLC (â€œSFDâ€) and White Claw Colorado City, LLC (â€œWCCCâ€) whereby, at closing, which occurred on AugustÂ 1, 2022, we acquired all of the issued and outstanding membership interests where the consideration included secured three-year promissory notes issued by us in favor of the Sellers (the â€œNotesâ€). At the time of the closing of these transactions Jorgan, JBAH, and our newly hired CEO, James Ballengee were not considered related parties. As James Ballengee is now our Chief Executive Officer and is the beneficiary of Jorgan and JBAH, and the Sellers are significant shareholders, certain transactions, as noted below, related to Jorgan, JBAH, and James Ballengee are now considered related party transactions. As of SeptemberÂ 30, 2024 and 2023, we have accrued interest of approximately none and $232,745 owed on the note. For the nine months ended SeptemberÂ 30, 2024 and 2023, we made cash payments of $2,077,755 and $2,807,032 on the note. Â In the business combination of acquiring WCCC we also acquired WCCCâ€™s Oil Storage Agreement with White Claw Crude, LLC (â€œWC Crudeâ€), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, WC Crude has the right, subject to the payment of service and maintenance fees, to store volumes of crude oil and other liquid hydrocarbons at a certain crude oil terminal operated by WCCC. WC Crude is required to pay $150,000 per month even if the storage space is not used. The agreement expires on DecemberÂ 31, 2031. For the nine months ended SeptemberÂ 30, 2024 and 2023, we realized tank storage revenue of approximately $1,350,000 and $1,351,237. Â In the business combination of acquiring SFD, we acquired an amended Crude Petroleum Supply Agreement with WC Crude (the â€œSupply Agreementâ€), under which WC Crude supplies volumes of Crude Petroleum to SFD, which provides for the delivery to SFD a minimum of 1,000 sourced barrels per day, and includes a guarantee that when SFD resells these barrels, if SFD does not make at least a $5.00 per barrel margin on the oil purchased from WC Crude, then WC Crude will pay to SFD the difference between the sales price and $5.00 per barrel. In the event that SFD makes more than $5.00 per barrel, SFD will pay WC Crude a profit-sharing payment in the amount equal to 10% of the excess price over $5.00 per barrel, which amount will be multiplied by the number of barrels associated with the sale. The Supply Agreement expires on DecemberÂ 31, 2031. For the nine months ended SeptemberÂ 30, 2024 and 2023, we made crude oil purchases from WC Crude of $33,236,475 and $26,373,647, respectively, and received deficiency payments of $661,186 and $364,309, respectively. In addition, SFD entered into a sales agreement on AprilÂ 1, 2022 with WC Crude to sell a natural gas liquid product. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. We produced and sold crude and natural gas liquids to WC Crude in the amount of $17,119,485 and $9,599,740, respectively, for the nine months ended SeptemberÂ 30, 2024 and 2023. Â 14 Â Â In the business combination of acquiring SFD and WCCC we also entered into a Shared Services Agreement with Endeavor Crude, LLC (â€œEndeavorâ€), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, we have the right, but not the obligation to use Endeavor for certain consulting services. For the nine months ended SeptemberÂ 30, 2024 and 2023, Endeavor rendered services in the amount of $596,341 and $254,946, respectively. Â On MayÂ 14, 2024, we issued a promissory note, to James Ballengee, in the principal amount of up to $1,500,000, for which loan advances will be made to the Company as requested. The Company will use the proceeds of the promissory note for general working capital purposes and to repay certain indebtedness. The intent of the promissory note is to be short term in nature and be repaid in 30 days. Any amounts that are not repaid in 30 days will bear interest thereafter at a rate of 11% per annum. Each advance matures after six months from the date the Company receives the funds. On MayÂ 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner, which replaced and rescinded the above referenced note with James Ballengee effective back to MayÂ 14, 2024, under the same terms such that all obligations under the notes are the responsibility of Ballengee Holdings, LLC and the prior note with James Ballengee is no longer enforceable. As of SeptemberÂ 30, 2024, the principal balance and accrued interest of this note was $804,150 and $21,274. Â On JuneÂ 13, 2024, we owed our Chief Financial Officer $1,167,750 in accrued salary and bonuses, plus interest (together, the â€œAccrued Compensationâ€), for serving as the Companyâ€™s Chief Financial Officer, and executed a Settlement Agreement where the Accrued Compensation would be paid under the terms of a straight promissory note in the principal amount of the Accrued Compensation. Under the terms of the note, the amounts due will accrue interest at 8% per annum and will be paid by paying 5% of any money received by the Company from closed future financings or acquisition/merger/sale transactions until the note has been paid in full. In the event the note has not been paid in full by DecemberÂ 31, 2024, the note will mature and any amounts due thereunder will be due and payable in full on such date. As of SeptemberÂ 30, 2024 the balance of principal and accrued interest was $1,115,849 and $6,695. Â On JulyÂ 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($500,000) restricted shares of the Companyâ€™s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on DecemberÂ 31, 2024 and was amended on JulyÂ 19, 2024 to mature on SeptemberÂ 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. As of SeptemberÂ 30, 2024 the balance of principal and accrued interest was $500,000 and $11,957. Â We have an existing note payable issued to Triple T, which is owned by Dr. Khalid Bin Jabir Al Thane, the 51% majority-owner of Vivakor Middle East LLC. The note is interest free, has no fixed maturity date and will be repaid from revenues generated by Vivakor Middle East LLC. As of SeptemberÂ 30, 2024 and 2023, the balance owed was $395,036 and $365,857, respectively. Â Note 11. Subsequent Events Â The Company has evaluated subsequent events through the date the financial statements were available to issue. Â Acquisition of Endeavor Entities Â On OctoberÂ 1, 2024, Jorgan Development, LLC, a Louisiana limited liability company (â€œJorganâ€) and JBAH Holdings, LLC, a Texas limited liability company (â€œJBAHâ€ and, together with Jorgan, the â€œSellersâ€), as the equity holders of Endeavor Crude, LLC, a Texas limited liability company, Equipment Transport, LLC, a Pennsylvania limited liability company, Meridian Equipment Leasing, LLC, a Texas limited liability company, and Silver Fuels Processing, LLC, a Texas limited liability company (collectively, the â€œEndeavor Entitiesâ€) closed the transactions that were the subject of the previously-disclosed Membership Interest Purchase Agreement among them dated MarchÂ 21, 2024, as amended (the â€œMIPAâ€) (the â€œClosingâ€). In accordance with the terms of the MIPA, at the Closing, the Company acquired all of the issued and outstanding membership interests in each of the Endeavor Entities (the â€œMembership Interestsâ€), making them wholly-owned subsidiaries of the Company. Â 15 Â Â The Endeavor Entities own and operate a combined fleet of more than 500 commercial tractors and trailers for the hauling of crude oil and produced water. On a daily basis, the trucking fleet hauls approximately 60,000 barrels of crude oil, tank bottoms, and petroleum wastes, and approximately 30,000 barrels of produced water. In addition, the Endeavor Entities own and operate a crude oil shuttle pipeline and exclusive connected blending and processing facility in Blaine County, Oklahoma. Â The purchase price for the Membership Interests is $120 million (the â€œPurchase Priceâ€), subject to post-closing adjustments, including a reduction for assumed debt and a possible increase for an earn-out adjustment, payable by the Company in a combination of Company common stock, $0.001 par value per share (â€œCommon Stockâ€) and Company Series A Preferred Stock $0.001 par value per share (â€œPreferred Stockâ€). The Preferred Stock will have the terms set forth in the Series A Preferred Stock Certificate of Designations, including, but not limited to, liquidation preference over the Common Stock, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears in shares of Common Stock (so long as such issuances of Common Stock would not result in the Sellers beneficially owning greater than 49.99% of the issued and outstanding Common Stock), and the Company having the right to convert the Preferred Stock at any time using the stated value of $1,000 per share of Preferred Stock and the conversion price of one dollar ($1.00) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Companyâ€™s chief executive officer and principal shareholder. The Company is currently still calculating the reduction in the Purchase Price, as a result of Endeavor Entities debt that the Company assumed at Closing. Â As a result of the Closing, the Company will issue to the Sellers, (i) a number of shares of Common Stock equal to an undivided nineteen and ninety-nine hundredths percent (19.99%) of all of the Companyâ€™s issued and outstanding Common Stock immediately prior to Closing, or a lesser percentage, if such issuance would result, when taking into consideration the percentage of Common Stock owned by Sellers prior to such issuance, in Sellers owning in excess of 49.99% of the Common Stock issued and outstanding on a post-Closing basis, with such shares of Common Stock valued at $1.00 per share (the â€œCommon Stock Considerationâ€), and (ii) a number of shares of Preferred Stock equal to the Purchase Price, less the value of the Common Stock Consideration (the â€œPreferred Stock Considerationâ€). Sellers will entered into 18-month lock-up agreements at Closing, with regard to the Common Stock Consideration and any Common Stock they receive during the lock-up period in connection with conversions of Preferred Stock or the payment of dividends on the Preferred Stock. Â According to our Chief Financial Officerâ€™s previously disclosed employment contract, upon the closing (October 1, 2024) of the Endeavor Entities, he will be paid $200,000, with $100,000 to be paid in cash and the remaining $100,000 to be paid in shares of the Companyâ€™s common stock, valued at approximately $1.89 per share. Â Upon the Closing of our acquisition of the Endeavor Entities, the parties of that certain Membership Interest Purchase Agreement dated June 15, 2022, and the Amendment of Transaction Documents Related to Threshold Payment dated March 31, 2024 (together, the â€œ2022 MIPAâ€), agreed that Section 8.7 Unwinding of the 2022 MIPA expired and is no longer enforceable. As a result, the selling entities in the 2022 MIPA no longer have the right to unwind our acquisitions of White Claw Colorado City and Silver Fuels Dehli. Â Executive Employment Agreements Â In connection with the Closing of the Endeavor Entities on OctoberÂ 1, 2024, the Company entered into an executive employment agreement with Russ Shelton (the â€œShelton Agreementâ€) with respect to the Companyâ€™s appointment of Mr.Â Shelton as Executive Vice President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement, Mr.Â Shelton will receive (i) base salary compensation of $337,000 USD annually (the â€œBase Compensationâ€); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance criteria as more particularly described therein. As an inducement to enter into the Shelton Agreement, Mr.Â Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant, subject to an eighteen (18)-month lockup period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr.Â Sheltonâ€™s employment is at-will under Texas law, except as modified therein. Mr.Â Sheltonâ€™s employment with Vivakor Administration, LLC, a subsidiary of the Company, began on OctoberÂ 1, 2024. Â On OctoberÂ 1, 2024 (the â€œEffective Dateâ€), Vivakor

Administration, LLC, a subsidiary of Vivakor, Inc, entered into an executive employment agreement with Jeremy Gamboa as the Companyâ€™s Division President, Logistics (the â€œGamboa Agreementâ€). Â The Gamboa Agreement provides for an annual base salary of $325,000 and provides for annual incentive cash and equity compensation of up to $780,000, based on certain performance goals as further set forth therein. As an inducement to enter into the Gamboa Agreement, Mr.Â Gamboa shall receive a one-time signing grant of Vivakor common stock equivalent in value to $150,000, which is priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the execution date of the Gamboa Agreement, subject to an eighteen (18) month lockup period and a conditional clawback obligation concurrent therewith, which shall be granted within thirty (30) days after the Start Date, as defined therein. Pursuant to the Gamboa Agreement, Mr.Â Gamboaâ€™s employment is at-will under Texas law, except as modified therein. Â 16 Â Â Upon the Closing of our acquisition of the Endeavor Entities, a certain Subordinated Business Loan and Security Agreement by and between Agile Capital Funding, LLC and Agile Lending, LLC (the lenders and Endeavor Crude, LLC, Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC (the borrowers) dated September 27, 2024 (the â€œAgile Agreementâ€) will be contained in our consolidated financial statements going forward. Under the Agile Agreement, the listed borrowers received $1,420,000 in October 2024. Â Loan and Security Agreement and Issuance of Secured Promissory Note Â On OctoberÂ 31, 2024, Vivakor, Inc., as the borrower, and certain of its subsidiaries, being Vivaventures Management Company, Inc., Vivaventures Oil Sands, Inc., Silver Fuels Delhi, LLC, White Claw Colorado City, LLC, Vivaventures Remediation Corporation, Vivaventures Energy Group, Inc., Endeavor Crude, LLC, and Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC, as guarantors (collectively, the â€œGuarantorsâ€ or â€œSubsidiariesâ€, as context requires), Cedarview Opportunities Master Fund LP, as the lender (the â€œLenderâ€); and Cedarview Capital Management, LLC, as the agent (the â€œAgentâ€), entered into a Loan and Security Agreement (the â€œLoan Agreementâ€). Â Pursuant to the Loan Agreement, the Company issued a secured promissory note (the â€œNoteâ€) in the principal amount of $3,670,160.77, and the Lenders agreed to provide such term loan to the Company (the â€œTerm Loanâ€) with maturity on OctoberÂ 31, 2025. On NovemberÂ 5 and 6, 2024, the Company received the net proceeds from the Term Loan less (i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated FebruaryÂ 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the â€œPrevious Cedarview Loanâ€). Â The amounts borrowed under the Loan Agreement will bear interest at a rate per annum of 22%. As a result, the Company will be obligated to make 12 equal monthly payments of $343,506.42 beginning NovemberÂ 30, 2024. Â In the event of any prepayment, the Company shall pay a prepayment premium in the amount of ten percent (10%) of the balance of the Term Loan outstanding prior to such prepayment. Notwithstanding the foregoing, if and when the Company raises in the aggregate $10,000,000 or more from the sale of its equity in sales (other than in connection with any acquisition, merger, or like transaction), the Company shall immediately offer to prepay the entire outstanding balance of the Term Loan, which offer may be accepted or rejected by the Agent. Â In connection with the Loan Agreement, and as additional consideration for the Lender agreeing to loan funds to the Company thereunder, the Company issued an irrevocable letter to its transfer agent (the â€œTransfer Agentâ€) to reserve 3,000,000 shares of the Companyâ€™s common stock (the â€œCollateral Securitiesâ€) until the Term Loan is repaid in full. In the event the Term Loan is not paid in full by the Maturity Date, the Agent may instruct the Transfer Agent to issue the Collateral Securities to the Agent, which the Agent may then sell until such time the amounts due under the Term Loan are repaid in full, after which any shares of Collateral Securities remaining shall be returned to the Company. Â As a result of the Term Loan, and the use of proceeds of the Term Loan, the Previous Cedarview Loan has been paid in full and the irrevocable letter to the transfer agent regarding the Previous Cedarview Loan has been withdrawn. Â In connection with the Closing of the Endeavor Entities on OctoberÂ 1, 2024, a certain Secured Promissory Note dated December 31, 2023, made by Meridian Equipment Leasing, LLC, as Borrower (â€œBorrowerâ€), to the order of Pilot OFS Holdings LLC, as Lender (â€œLenderâ€), in the original principal amount of $12,500,000 plus the sum of $500,000 (the â€œNoteâ€) will be contained in our consolidated financial statements going forward. On October 1, 2024, the parties entered into a Letter Agreement regarding the Secured Promissory Note and related Loan Documents, which stipulates and agrees the amount outstanding pursuant to a certain AR Assignment (also acquired through the close of the Endeavor Entities) is equal to $2,910,574. Upon the full and final closing and initial funding of a revolving line of credit from a specific lender, Borrower shall cause to be paid to Lender the outstanding AR balance of $2,910,574, plus interest at a rate of one and one-half percent (1.5%) per month on all amounts outstanding from July 1, 2024 through the date of repayment, no later than the close of business two (2) business days thereafter. Borrower shall also cause to be paid $57,750, representing all amounts currently due and owing under the Truck Yard Leases (as defined below), all of which is stipulated and agreed to in exchange for the Lender entering into two amended secured promissory notes that extends the maturity dates of the loans to December 31, 2024, and the agree that the Truck Yard Leases are considered terminated effective as of September 30, 2024, which includes (a) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 306 E. Greene St., Carlsbad, New Mexico 88220, as amended, (b) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 2260 US 181, Hobson, Texas 78117, as amended, and (c) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 620 S CR 153, Kenedy, Texas 78119, as amended (collectively, the â€œTruck Yard Leasesâ€). Â 17 Â Â In connection with the Closing of the Endeavor Entities on OctoberÂ 1, 2024, a certain Repair and Maintenance Subscription Plan dated October 1, 2024 was entered into between Horizon Truck and Trailer, LLC, which is a related party as our Chief Executive Officer is the beneficiary, and Meridian Equipment Leasing, LLC (â€œMELâ€) for the maintenance and repairs of all commercial trailers and tractors owned, leased, or controlled by MEL, which includes a $100,000 monthly retainer that is credited against open monthly charges and invoices. Â On October 17 2024, our newly acquired subsidiaries under the Endeavor Entities, received funding of $530,000 under our May 14, 2024 promissory note between Vivakor, Inc. and Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner. The Company also made payments of $530,000 on this promissory note in October 2024. See Note 6 for further information regarding the promissory note between Ballengee Holdings, LLC and Vivakor, Inc. Â On October 29, 2024, our subsidiary Meridian Equipment Leasing LLC (â€œMELâ€), which subsidiary was acquired on October 1, 2024 in the acquisition of the Endeavor Entities, entered into a supplement (â€œSupplement No. 21â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 21, Maxus agreed to finance approximately $1.5 million for the build-out of a pipeline at our acquired pipeline facility in Oklahoma. Once the pipeline is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 21. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $41,522 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $484,111 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the firstÂ quarter of 2025. Â 18 Â Â ITEM 2. MANAGEMENTâ€™S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS Â Note Regarding Forward-Looking Statements Â This Quarterly Report on Form 10-Q includes a number of forward-looking statements within the meaning of SectionÂ 27A of the Securities Act of 1933, as amended (the â€œSecurities Actâ€), and SectionÂ 21E of the Securities Exchange Act of 1934, as amended, (the â€œExchange Actâ€) that reflect managementâ€™s current views with respect to future events and financial performance. These statements are based upon beliefs of, and information currently available to, the Companyâ€™s management as well as estimates and assumptions made by the Companyâ€™s management. Readers are cautioned not to place undue reliance on these forward-looking statements, which are only predictions and speak only as of the date hereof. When used herein, the words â€œanticipate,â€ â€œbelieve,â€ â€œestimate,â€ â€œexpect,â€ â€œforecast,â€ â€œfuture,â€ â€œintend,â€ â€œplan,â€ â€œpredict,â€ â€œproject,â€ â€œtarget,â€ â€œpotential,â€ â€œwill,â€ â€œwould,â€ â€œcould,â€ â€œshould,â€ â€œcontinueâ€ or the negative of these terms and similar expressions as they relate to the Company or the Companyâ€™s management identify forward-looking statements. Such statements reflect the current view of the Company with respect to future events and are subject to risks, uncertainties, assumptions, and other factors, including the risks relating to the Companyâ€™s business, industry, and the Companyâ€™s operations and results of operations. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended, or planned. Â Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance, or achievements. Except as required by applicable law, including the securities laws of the United States, the Company does not intend to update any of the forward-looking statements to conform these statements to actual results. Â Our financial statements are prepared in accordance with accounting principles generally accepted in the United States (â€œGAAPâ€). These accounting principles require us to make certain estimates, judgments and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us at the time that these estimates, judgments and assumptions are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements as well as the reported amounts of revenues and expenses during the periods presented. Our financial statements would be affected to the extent there are material differences between these estimates and actual results. The following discussion should be read in conjunction with our financial statements and notes thereto appearing elsewhere in this report. The forward-looking statements made in this report are based only on events or information as of the date on which the statements are made in this report. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this report and the documents we refer to in this report and have filed as exhibits to this report completely and with the understanding that our actual future results may be materially different from what we expect. Â Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, or performance. Readers are urged to carefully review and consider the various disclosures made by us in this report and in our other reports filed with the SEC. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes in the future operating results over time except as required by law. We believe that our assumptions are based upon reasonable data derived from and known about our business and operations. No assurances are made that actual results of operations or the results of our future activities will not differ materially from our assumptions. Â 19 Â Â As used in this Quarterly Report on Form 10-Q and unless otherwise indicated, the terms â€œCompany,â€ â€œwe,â€ â€œus,â€ and â€œourâ€ refer to Vivakor, Inc., its wholly owned and majority-owned active subsidiaries, or joint ventures (collectively, the â€œCompanyâ€). Intercompany balances and transactions between consolidated entities are eliminated. Vivakor has the following wholly and majority-owned subsidiaries: Silver Fuels Delhi, LLC, a Louisiana limited liability company, White Claw Colorado City, LLC, a Texas limited liability company, RPC Design and Manufacturing LLC (â€œRDMâ€), a Utah limited liability company, Vivaventures Remediation Corp., a Texas corporation, Vivaventures Management Company, Inc., a Nevada corporation, Vivaventures Oil Sands, Inc., a Utah corporation, Vivakor Supply & Trading, LLC, a Texas limited liability company, Empire Energy Acquistion Corp, a Delaware corporation. We have a 99.95% ownership interest in Vivaventures Energy Group, Inc., a Nevada Corporation; the 0.05% minority interest in Vivaventures Energy Group, Inc. is held by a private investor unaffiliated with us. We also have an approximate 49% ownership interest in Vivakor Middle East Limited Liability Company, a Qatar limited liability company. Vivakor manages and consolidates RPC Design and Manufacturing LLC, which includes a noncontrolling interest investment from Vivaopportunity Fund, LLC, which is also managed by Vivaventures Management Company, Inc. In accordance with ASC 810, as of OctoberÂ 1, 2023, we deconsolidated Viva Wealth Fund I, LLC (VWFI), recognizing a gain on deconsolidation of $438,099 for the year ended DecemberÂ 31, 2023, and as of FebruaryÂ 15, 2024 we deconsolidated Vivasphere, Inc. (Vivasphere), recognizing a gain of $177,550 for the six months ended SeptemberÂ 30, 2024. The assets, liabilities and equity related to VWFI and Vivasphere were removed from our financial statements on their respective deconsolidation dates, resulting in the gains on deconsolidation. Â Business Overview Â Vivakor, Inc. is a socially responsible operator, acquirer and developer of technologies and assets in the oil and gas industry, as well as related environmental solutions. Currently, our efforts are primarily focused on operating crude oil gathering, storage and transportation facilities, as well as contaminated soil remediation services. Â One of our facilities in Delhi, Louisiana sells crude under agreements with a large energy company. A different facility owns crude oil storage tanks near Colorado City, Texas. The storage tank is presently connected to the Lotus pipeline system and an extension to a major pipeline system is being constructed. Â Our soil remediation services specialize in the remediation of soil and the extraction of hydrocarbons, such as oil, from properties contaminated by or laden with heavy crude oil and other hydrocarbon-based substances utilizing our Remediation Processing Centers (RPCs). Our patented process allows us to successfully recover the hydrocarbons which we believe could then be used to produce asphaltic cement and/or other petroleum-based products. We are currently focusing our soil remediation efforts on our project in Kuwait and our upcoming project in the Houston, Texas area. Â Reclassifications Â Certain reclassifications may have been made to prior yearsâ€™ amounts to conform to the 2024 presentation. Â Recent Developments Â Finance Leases Â On AugustÂ 9, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 4â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â 20 Â Â On JuneÂ 18, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 3â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant equipment is constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $683,000, or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â As previously disclosed, on MayÂ 23, 2023, we entered into a supplement (â€œSupplement No. 2â€) to the Master Agreement Maxus, under which Maxus funded approximately $2.2 million to finance the build-out of other Houston wash plant equipment additions, which such lease was anticipated to commence in the second quarter of 2024. As of SeptemberÂ 30, 2024, we anticipate that this lease will now commence in the first quarter of 2025. Under the terms of this lease, we expect our lease payments to Maxus under the supplement to be approximately $57,962 per month over four years, with an early buyout option of approximately $685,000 or lease-end option to purchase the facilities for the fair market value. Â Promissory Note with Related Party Â As previously disclosed, on MayÂ 14, 2024, we issued a promissory note, to Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficiary, in the principal amount of up to $1,500,000, for which loan advances will be made to the Company as requested. The Company will use the proceeds of the promissory note for general working capital purposes and to repay certain indebtedness. The intent of the promissory note is to be short term in nature and be repaid in 30 days. Any amounts that are not repaid in 30 days will bear interest thereafter at a rate of 11% per annum. Each advance matures after six months from the date the Company receives the funds. On MayÂ 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner, which replaced and rescinded the above referenced note with James Ballengee effective back to MayÂ 14, 2024, under the same terms such that all obligations under the notes are the responsibility of Ballengee Holdings, LLC and the prior note with James Ballengee is no longer enforceable. As of SeptemberÂ 30, 2024, the principal and accrued interest balance of this note was $804,150 and $21,274. Â Sales Contract with Related Party Â During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with White Claw Crude, LLC (â€œWC Crudeâ€). Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. Â Director Appointment Â On JuneÂ 3, 2024, the Board of Directors (the â€œBoardâ€) of the Company appointed Mr.Â Michael Thompson as a member of the Board, effective immediately. Mr.Â Thompson has been determined by the Board to be an independent director consistent with RuleÂ 5605(a)(2) of the NASDAQ listing standards. In addition to serving as an independent director, Mr.Â Thompson will serve as chair of the Audit Committee of the Board (the â€œAudit Committeeâ€). Â Executive Employment Agreement and Settlement Agreement with Chief Financial Officer Â On JuneÂ 9, 2022, the Company entered into an executive employment agreement (the â€œOriginal Agreementâ€) with Tyler Nelson, the Chief

Financial Officer of the Company (the â€œExecutiveâ€), for a term of two years, and, on JanuaryÂ 16, 2023, Mr.Â Nelson was appointed as member of the Companyâ€™s Board of Directors (the â€œBoardâ€). Â As previously disclosed, on FebruaryÂ 26, 2024, the Company entered into an Agreement and Plan of Merger (the â€œMerger Agreementâ€) with Empire Energy Acquisition Corp., a Delaware corporation, and wholly owned subsidiary, Empire Diversified Energy, Inc., a Delaware corporation (collectively â€œEmpireâ€), whereby, at closing, subject to the conditions set forth in the Merger Agreement, Empire will become a wholly-owned subsidiary of the Company. On MarchÂ 21, 2024, the Company entered into a Membership Interest Purchase Agreement (the â€œEndeavor MIPAâ€), the equity holders of Endeavor Crude, LLC (â€œEndeavorâ€), whereby, at closing, subject to the conditions set forth in the Endeavor MIPA, the Company will acquire several entities that will become wholly-owned subsidiaries of the Company. Â 21 Â Â On JuneÂ 13, 2024, the Company entered into a new Executive Employment Agreement (the â€œNew Employment Agreementâ€) with Mr.Â Nelson, and, in connection therewith the Company and Mr.Â Nelson also entered into a settlement agreement with respect to compensation owed by the Company to Mr.Â Nelson (the â€œSettlement Agreementâ€). Â New Employment Agreement Â On JuneÂ 13, 2024, the Company entered into the New Employment Agreement with respect to the Companyâ€™s appointment of Mr.Â Nelson as Chief Financial Officer. Pursuant to the New Employment Agreement, Mr.Â Nelson will receive: (i) $450,000 annually (the â€œBase Salaryâ€); (ii) an annual cash incentive bonus of a minimum of 50% of the Base Salary (a portion of which may be payable in the form of restricted common stock of the Company) and a maximum of 120% of the Base Salary; and (iii) an annual equity incentive bonus of a minimum of 25% of the Base Salary and a maximum of 120% of the Base Salary in shares of restricted stock. Mr.Â Nelson will also be eligible for a cash transaction bonus (the â€œTransaction Bonusâ€) for Qualified Transactions, as defined in the New Employment Agreement, of 0.5% of the enterprise value of the assets, equity or business sold or acquired or the listing value of the equity or debt being listed on a national exchange. For each of the closing of the Merger Agreement and Endeavor MIPA, Mr.Â Nelson will receive a bonus of $200,000, with $100,000 for each such bonus to be paid in cash and the remaining $100,000 for each such bonus to be paid in shares of the Companyâ€™s common stock, valued on the date of close of the Merger Agreement and the Endeavor MIPA, respectively. The foregoing bonuses are in lieu of a Transaction Bonus for either the Merger Agreement or the Endeavor MIPA. The New Employment Agreement is for an initial term of two years and will auto-renew for subsequent one-year terms if not terminated by either party at the end of a term, which requires 90 days prior notice. The New Employment Agreement may also be terminated under standard cause and without cause termination and resignation provisions. Â Settlement Agreement and Promissory Note Â At the time of the termination of the Original Agreement, the Company owed Mr.Â Nelson $1,167,750 in accrued salary and bonuses, plus interest (together, the â€œAccrued Compensationâ€), for serving as the Companyâ€™s Chief Financial Officer under the Original Agreement. Pursuant to the Settlement Agreement, the Company and Mr.Â Nelson agreed the Accrued Compensation would be paid to Mr.Â Nelson under of a straight promissory note in the principal amount of the Accrued Compensation (the â€œNoteâ€). Under the terms of the Note, the amounts due under the Note will accrue interest at 8% per annum and will be paid to Mr.Â Nelson by paying him 5% of any money received by the Company from closed future financings or acquisition/merger/sale transactions until the Note has been paid in full. In the event the Note has not been paid in full by DecemberÂ 31, 2024, the Note will mature and any amounts due thereunder will be due and payable in full in such date. Â Stock Option Â Under the terms of the Settlement Agreement, the Company issued Mr.Â Nelson a stock option agreement (the â€œOption Agreementâ€) setting forth the stock options Mr.Â Nelson were issued on JuneÂ 9, 2022 (the â€œGrant Dateâ€). Pursuant to the Option Agreement, as of the Grant Date, Mr.Â Nelson was granted 917,825 stock options (the â€œOptionsâ€) at an exercise price per share of $1.80. The Options shall vest as follows: (i) 360,145 shares on the Grant Date, (ii) 219,312 shares three (3) months after the Grant Date, (iii) 48,338 shares for each of the following six (6) quarters, and (iv) 48,340 shares following the eighth (8th) quarter after the Grant Date. The Options were fully vested as of JuneÂ 9, 2024. Â Executive Employment Agreement with Executive Vice President, General Counsel and Secretary Â On JuneÂ 26, 2024 (the â€œEffective Dateâ€), Vivakor, Inc., pursuant to the approval of its Board of Directors (the â€œBoardâ€), on the recommendation of the Compensation Committee of the Board entered into that certain Executive Employment Agreement with Patrick M. Knapp to join the Company as its Executive Vice President, General Counsel, & Secretary (the â€œKnapp Agreementâ€). Â 22 Â Â The Knapp Agreement provides for an annual base salary of $350,000, payable in equal installments every two weeks. In addition, the Knapp Agreement provides for annual incentive cash and equity compensation of up to $840,000 based on certain performance goals as further set forth therein. As an inducement to enter into the Knapp Agreement, Mr.Â Knapp shall receive a one-time signing grant of Company common stock equivalent in value to $250,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant (calculated to be 140,190 shares based on the effective date of the Knapp Agreement), subject to an eighteen (18) month lockup period and a conditional clawback obligation concurrent therewith, which shall be granted within thirty (30) days after the Start Date, as defined therein. Pursuant to the Knapp Agreement, Mr.Â Knappâ€™s employment is at-will under Texas law, except as modified therein. Mr.Â Knappâ€™s employment with the Company began on JuneÂ 26, 2024. Â As previously disclosed in the Companyâ€™s Current Report on Form 8-K filed with the SEC on MarchÂ 1, 2024, the Company entered into that certain Agreement and Plan of Merger dated effective FebruaryÂ 26, 2024 with Empire Energy Acquisition Corp. and Empire Diversified Energy, Inc. (the â€œMerger Agreementâ€). The Company obtained the consent of Empire Diversified Energy, Inc. with respect to the Knapp Agreement, as required under SectionÂ 5.02(iv) of the Merger Agreement. Â New Executive Employment Agreement Vice President, Marketing Â On AugustÂ 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the â€œBase Salaryâ€), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (â€œLTIPâ€), and the shares will only vest as set forth in the LTIP. Â Sale of Common Stock Â On JulyÂ 26, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 67,568 shares of restricted common stock in exchange for $125,000. Â On JulyÂ 26, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 1,600,000 shares of restricted common stock in exchange for $800,000. Â On SeptemberÂ 5, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 1,000,000 shares of restricted common stock in exchange for $500,000. Â Loan and Security Agreement and Issuance of a Secured Promissory Note Â As previously disclosed, on FebruaryÂ 5, 2024, we issued a secured promissory note (the â€œNoteâ€) due as described below, to Cedarview Opportunities Master Fund LP (the â€œLenderâ€), in the principal amount of $3,000,000 (the â€œPrincipal Amountâ€), in relation to a Loan and Security Agreement by and between the Company, its subsidiaries, and the Lender (the â€œAgreementâ€). The Company will use the proceeds of the Note for general working capital purposes and to repay certain indebtedness. The Company received the funds on FebruaryÂ 6, 2024, minus a 3% origination fee. Through SeptemberÂ 30, 2024, we have repaid $250,000 of principal due under the Note, as well as $220,000 in interest, and still owe $2,750,000 as of SeptemberÂ 30, 2024. Â This summary is not a complete description of all of the terms of the Agreement and the Note and is qualified in its entirety by reference to the full text of the Agreement and the Note, which are filed as Exhibit 10.2 hereto, which are incorporated by reference into the Companyâ€™s Form 10-K for the year ended DecemberÂ 31, 2023, filed with the SEC on AprilÂ 17, 2024. On OctoberÂ 31, 2024, entered into a Loan and Security Agreement (the â€œLoan Agreementâ€) with the Lender. Â 23 Â Â Pursuant to the Loan Agreement, the Company issued a secured promissory note (the â€œNoteâ€) in the principal amount of $3,670,160.77, and the Lenders agreed to provide such term loan to the Company (the â€œTerm Loanâ€) with maturity on OctoberÂ 31, 2025. On NovemberÂ 5 and 6, 2024, the Company received the net proceeds from the Term Loan less (i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated FebruaryÂ 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the â€œPrevious Cedarview Loanâ€). Â The amounts borrowed under the Loan Agreement will bear interest at a rate per annum of 22%. As a result, the Company will be obligated to make 12 equal monthly payments of $343,506.42 beginning NovemberÂ 30, 2024. Â In the event of any prepayment, the Company shall pay a prepayment premium in the amount of ten percent (10%) of the balance of the Term Loan outstanding prior to such prepayment. Notwithstanding the foregoing, if and when the Company raises in the aggregate $10,000,000 or more from the sale of its equity in sales (other than in connection with any acquisition, merger, or like transaction), the Company shall immediately offer to prepay the entire outstanding balance of the Term Loan, which offer may be accepted or rejected by the Agent. Â In connection with the Loan Agreement, and as additional consideration for the Lender agreeing to loan funds to the Company thereunder, the Company issued an irrevocable letter to its transfer agent (the â€œTransfer Agentâ€) to reserve 3,000,000 shares of the Companyâ€™s common stock (the â€œCollateral Securitiesâ€) until the Term Loan is repaid in full. In the event the Term Loan is not paid in full by the Maturity Date, the Agent may instruct the Transfer Agent to issue the Collateral Securities to the Agent, which the Agent may then sell until such time the amounts due under the Term Loan are repaid in full, after which any shares of Collateral Securities remaining shall be returned to the Company. Â As a result of the Term Loan, and the use of proceeds of the Term Loan, the Previous Cedarview Loan has been paid in full and the irrevocable letter to the transfer agent regarding the Previous Cedarview Loan has been withdrawn. Â Exercise of Stock Option Â On SeptemberÂ 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (â€œDICâ€), exercised its stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of our JuneÂ 20, 2023 secured promissory note with DIC. Under the terms of the stock option, DIC used as consideration for the stock option, a reduction of principal and interest under its Note in the amount of $1,179,000. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then any remaining portion of note is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed. Â Issuance of a Convertible Promissory Notes Â On JulyÂ 5, 2024, the Company received a loan from Ballengee Holdings, LLC, whose beneficial owner is our Chief Executive Officer, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Companyâ€™s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on DecemberÂ 31, 2024 and was amended on JulyÂ 19, 2024 to mature on SeptemberÂ 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. As of SeptemberÂ 30, 2024 the balance of principal and accrued interest was $500,000 and $11,957. Â 24 Â Â On JulyÂ 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Companyâ€™s common stock. As of SeptemberÂ 30, 2024, these shares have not been issued and are accrued for accounts payable. The loan bears interest at the rate of 10% per annum. The loan originally matured on DecemberÂ 31, 2024 and was amended on JulyÂ 19, 2024 to mature on SeptemberÂ 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. Â Merger Agreement with Empire Â The Merger Agreement Â On FebruaryÂ 26, 2024 (the â€œExecution Dateâ€), we (the â€œParentâ€), entered into an Agreement and Plan of Merger (the â€œMerger Agreementâ€) with Empire Energy Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Parent (â€œMerger Subâ€), and Empire Diversified Energy, Inc., a Delaware corporation (â€œEmpireâ€ and collectively with the Parent and Merger Sub, the â€œPartiesâ€). Pursuant to the Merger Agreement, on the Closing Date, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into Empire (the â€œMergerâ€), with Empire surviving the Merger as a wholly owned subsidiary of the Parent (the â€œSurviving Companyâ€). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement. Â As a result of the Merger, at Closing, all shares of Empireâ€™s common stock, par value $0.00001 per share (the â€œEmpire Common Stockâ€), on a fully diluted and as converted basis, shall be converted into and exchanged for the right to receive an aggregate of 67,200,000 shares (the â€œConsideration Sharesâ€) of the Parentâ€™s common stock, par value $0.001 per share (the â€œParent Common Stockâ€), stipulated to be $1.00 per share of Parent Common Stock for an aggregate value equal to $67,200,000. Â Representations and Warranties; Covenants Â Pursuant to the Merger Agreement, the Parties made customary representations and warranties for transactions of this type; provided, that the Parties agreed that each of the Parent and Empire shall deliver fully completed copies of their respective disclosure schedules as soon as reasonably practicable, but in no event later than fourteen (14) days following the Execution Date. Both Parties shall have sixty (60) days from the Execution Date (the â€œDiligence Expiration Dateâ€) to conduct due diligence review of the other Party, giving rise to the termination right by either Party until the Diligence Expiration Date. Â Net Cash Minimum Â Pursuant to the Merger Agreement, at the Closing, Empire is required to have a minimum of $2,500,000 of unrestricted net cash on its books (â€œNet Minimum Cashâ€), which Net Minimum Cash shall be available to the Parent following the Closing. Â Registration Statement and Proxy Â As promptly as practicable following the date the Net Minimum Cash is obtained pursuant to the Merger Agreement, but in no event after the later of the (i) 45th day following the Execution Date and (ii) 10th day following the date the Net Minimum Cash is obtained, so long as the Parent has received all necessary information from Empire, the Parent shall file with the U.S. Securities and Exchange Commission (the â€œSECâ€) a registration statement on Form S-4 (the â€œRegistration Statementâ€) relating to, among other things, the registration of the Consideration Shares issuable to the Empire Stockholders pursuant to the Merger Agreement, including the Proxy Statement portion thereof relating, among other things, to the approval of the Proposals (as defined below) to be voted on at the Parent Stockholders Meeting (as defined below). Â 25 Â Â Parent Stockholders Meeting Â As promptly as practicable following the date on which the Registration Statement is declared effective by the SEC pursuant to the Securities Act of 1933, as amended (the â€œSecurities Actâ€), and after reasonable consultation with Empire, the Parent shall establish the record date, and duly call, give notice of, convene and hold a special meeting of the stockholders of the Parent (the â€œParent Stockholders Meetingâ€) in accordance with Nevada law (and in any event within 10 Business Days after the date of effectiveness of the Registration Statement, unless otherwise required by applicable Laws). At such Parent Stockholders Meeting, the Parentâ€™s board of directors (the â€œBoardâ€) is to recommend that the Parent Stockholders approve and adopt the following proposals (the â€œProposalsâ€): (i) the Merger Agreement, the Merger, the Ancillary Agreements and the Transactions; (ii) for purposes of complying with Nasdaq listing RuleÂ 5635(a), (b) and (d), the issuance of the Consideration Shares to the Empire Stockholders as contemplated in the Merger Agreement; (iii) the adjournment of such Parent Stockholders Meeting as permitted by SectionÂ 5.08 of the Merger Agreement; and (iv) any other proposal or proposals that the Parent reasonably deems necessary or desirable to consummate the transactions contemplated by the Merger Agreement (collectively, the â€œParent Board Recommendationsâ€). Â Board of Directors and Officers Â Upon the Closing, (i) the number of members of the Board shall be fixed at seven, and (ii) the members of the Board shall be (A) James Ballengee, who shall serve as Chairman, (B) three (3) members to be chosen by Empire, (C) two (2) members to be chosen by the Parent, and (D) one (1) member to be chosen by both the Parent and Empire. At least four (4) of the individuals identified in (B), (C), and (D) shall qualify as independent directors under the rules of the Nasdaq Stock Market LLC (â€œNasdaqâ€). If any individual identified in (B) of the foregoing clause (ii) is unable or unwilling to serve in such capacity, Empire may choose a successor but not less than five (5) days in advance of the Closing or such earlier period as may be required by disclosure requirements under applicable Law. If any individual identified in (C) of the foregoing clause (ii) is unable or unwilling to serve in such capacity, the Parent may choose a successor but not less than five days in advance of the Closing or such earlier period as may be required by disclosure requirements under applicable Law. Â From and after the Effective Time, James Ballengee shall continue to serve as the Parentâ€™s Chief Executive Officer until the earlier of the Boardâ€™s appointment of a successor or Mr.Â Ballengeeâ€™s death, resignation, termination or removal. Â Conditions to Each Partyâ€™s Obligations to Consummate the Transactions Â The respective obligation of each Party to effect, or cause to be effected, the Transactions, including the Merger, is subject to the satisfaction on or before the Closing Date of

each of the following conditions, unless waived in writing by each of Parent and the Parent: (a) the Parent Board Recommendations have been approved by the required Parent Stockholders at the Parent Stockholders Meeting; (b) the Merger Agreement and the Merger shall have been duly adopted by the required Empire Stockholders; (c) the Registration Statement shall have become effective; (d) the Parties shall have received all approvals with any Governmental Authority necessary to consummate the Transactions, including, but not limited to, the expiration or termination of the waiting period under the HSR Act, if applicable; (e) there shall not have been enacted, promulgated or made effective after the Execution Date any Law or Orders by a Governmental Authority of competent jurisdiction that enjoins or otherwise prohibits or makes illegal, or any Legal Action by any Governmental Authority seeking to enjoin or prohibit or make illegal, consummation of the Transactions and there shall not be in effect any injunction (whether temporary, preliminary or permanent) by any Governmental Authority of competent jurisdiction that enjoins or otherwise prohibits consummation of the Transactions; (f) the Parent shall have obtained a Fairness Opinion concluding that the Merger and the related Transactions are fair to the Parent Stockholders from a financial point of view; (g) the executed Lock-Up Agreement has been delivered to the Parent; (h) the Lock-Up Extension has been delivered to Empire; and (i) all of the Convertible Securities of Empire have been exercised, converted or exchanged for Empire Common Stock and the Parties shall have mutually agreed as to the treatment of warrants exercisable for shares of Empire Common Stock (the â€œEmpire Warrantsâ€) at Closing provided that if the Empire Warrants have been terminated or exercised into Empire Common Stock prior to the Closing, this condition shall have been deemed satisfied. Â 26 Â Â Conditions to Obligations of the Parent Â The obligations of the Parent to effect, or cause to be effected, the Transactions, including the Merger, are subject to the satisfaction on or before the Closing Date of the following conditions, unless waived in writing by the Parent (subject to certain qualifications and exceptions as set forth in the Merger Agreement for each): (A) the representations and warranties of Empire regarding the capitalization of Empire shall be true and correct as of the Closing as though made on such date; (B) the representations and warranties of Empire set forth in SectionÂ 3.01 (Organization and Power), SectionÂ 3.04 (Corporate Authorizations), SectionÂ 3.06 (Capitalization) (other than subsections (a), and (b) and (g)), and SectionÂ 3.24 (Brokers) shall be true and correct in all material respects as of the Closing as though made on such date; (C) the remaining representations and warranties of Empire contained in Article III shall be true and correct, in each case as of the Closing as though made on such date; (D) each of the covenants of Empire to be performed as of or prior to the Closing shall have materially been performed; (E) there shall not have been a Company Material Adverse Effect (as defined in the Merger Agreement); (F) the Parent shall have received the Company Officerâ€™s Certificate (as defined in the Merger Agreement); (G) Empire shall have the Net Cash Minimum on hand; and (H) the Parent shall have received each of the agreements, instruments and other document set forth in SectionÂ 1.11(b) of the Merger Agreement. Â Conditions to Obligations of Empire Â The obligations of Empire to effect, or cause to be effected, the Transactions, including the Merger, are subject to the satisfaction on or before the Closing Date of the following conditions, unless waived in writing by Empire (subject to certain qualifications and exceptions as set forth in the Merger Agreement for each): (A) the representations and warranties of the Parent regarding the capitalization of the Parent shall be true and correct as of the Closing as though made on such date; (B) the representations and warranties of the Parent set forth in in SectionÂ 4.01 (Organization and Power), SectionÂ 4.04 (Corporate Authorizations), SectionÂ 4.06 (Capitalization) (other than subsections (a) and (b) and (g)), SectionÂ 4.08 (Business Operations), SectionÂ 4.24 (Takeover Statutes), SectionÂ 5.22 (Opinion of Financial Advisor) and SectionÂ 4.28 (Brokers) shall be true and correct in all material respects as of the Closing as though made on such date; (C) the remaining representations and warranties of the Parent contained in Article IV shall be true and correct, in each case as of the Closing as though made on such date; (D) each of the covenants of the Parent to be performed as of or prior to the Closing shall have materially been performed; (E) there shall not have been a Parent Material Adverse Effect (as defined in the Merger Agreement); (F) Empire shall have received the Parent Officerâ€™s Certificate (as defined in the Merger Agreement); (G) the Parent Common Stock (i) shall be listed on Nasdaq and (ii) shall not have been suspended, as of the Closing Date, by the SEC or Nasdaq from trading on Nasdaq nor shall (x) the Parent have received any notice or communication from Nasdaq noting noncompliance with listing requirements or threatening suspension or delisting of the Parent Common Stock or (y) the Parent fails to meet any of the continued listing requirements applicable to it in order to be in compliance with all such listing and maintenance requirements; (H) the transactions referenced in SectionÂ 6.03(f) of the Merger Agreement have been consummated or terminated; and (I) Empire shall have received each of the agreements, instruments, and other documents set forth in SectionÂ 1.11(a) of the Merger Agreement. Â Indemnification; Limits Â Pursuant to Article VIII of the Merger Agreement, and subject to the limitations set forth therein from the date that is twelve (12) months after the Closing, each Party agreed to indemnify and hold harmless the other party for any all Damages incurred or suffered as a result of (a) any inaccuracy in or breach of any representation or warranty or in any certificate or instrument delivered pursuant to the Merger Agreement and (b) any breach of any covenant or agreement of such Party as set forth in the Merger Agreement. SectionÂ 8.04(a) of the Merger Agreement (i) limits Empireâ€™s ability to assert claims for Damages against the Parent unless and until the aggregate amount of all such Damages exceeds $250,000 (the â€œParent Thresholdâ€) and (ii) caps Parentâ€™s liability for any indemnification payments at $500,000 (the â€œParent Capâ€). Â SectionÂ 8.04(b) of the Merger Agreement limits the Parentâ€™s ability to assert claims for Damages against Empire unless and until the aggregate amount of all such Damages exceeds $250,000 (the â€œEmpire Thresholdâ€). Notwithstanding anything in the Merger Agreement to the contrary, the Parent Threshold, the Parent Cap and the Empire Threshold shall not apply to Damages that arise from, relate to or are accrued, suffered or incurred as a result of claims relating to fraud or intentional misrepresentation. Â Except for claims relating to fraud or intentional misrepresentation, the sole remedy of the Parent under the Merger Agreement shall be the Escrow Shares held pursuant to the Escrow Agreement (discussed below). Â 27 Â Â Termination Â The Merger Agreement may be terminated and the transactions therein may be abandoned: (A) by mutual written consent of the Parties; (B) by the Parent or Empire (i) within sixty (60) days from the Execution Date as a result of the terminating Partyâ€™s due diligence review of the other Party, (ii) at any time before the Effective Time if the Closing has not occurred on or before the date that is nine (9) months from the Execution Date (the â€œTermination Dateâ€), (iii) at any time before the Effective Time the Parent fails to obtain the vote required to pass the proposals presented at the Parent Stockholders Meeting, (iv) at any time before the Effective Time if Empire fails to obtain the vote required to pass the proposals presented at the special meeting of Empireâ€™s stockholders as set forth in the Merger Agreement (the â€œEmpire Stockholder Meetingâ€), or (v) at any time before the Effective Time if any Law or Order is enacted, issued, promulgated or entered by a Governmental Authority of competent jurisdiction (including Nasdaq) that permanently enjoins, or otherwise prohibits the consummation of the Transactions, and (in the case of any Order) such Order has become final and non-appealable; (C) by Empire if, among other things, (i) there has been a Parent Adverse Recommendation Change (as defined in the Merger Agreement), (ii) if the Board recommends a Superior Proposal (as defined in the Merger Agreement) to the Parent Stockholders or if a tender offer, exchange offer, or other transaction for any outstanding shares of the Parentâ€™s capital stock is commenced before obtaining the required vote at the Parent Stockholders Meeting and if the Board fails to recommend against any such Superior Proposal within ten (10) Business Days after commencement; (iii) if there is a material breach of SectionÂ 5.05 of the Merger Agreement, (iv) if the Parent or any of its subsidiaries breach any of its representations, warranties, covenants or agreements in the Merger Agreement, subject to Parentâ€™s ability to cure such breach within the timeframe set forth in the Merger Agreement, (v) if the obligations in SectionÂ 6.01 and 6.02 of the Merger Agreement have been satisfied and the Parent has failed to fulfill its respective obligations and consummate the Closing within three (3) Business Days following written notice that Empire is willing and able to consummate the Closing, (iv) the Parent fails to pass the proposals at the Parent Stockholders Meeting by the Termination Date solely due to the action or inaction of the Parent and such action or inaction constitutes a material breach of the Merger Agreement, or (vii) if Empireâ€™s board of directors approves termination and Empire has concurrently with such termination entered into a definitive agreement, arrangement or understanding providing for the implementation of a Superior Proposal (Parent) (as defined in the Merger Agreement); or (D) by the Parent if, among other things, (i) Empire breaches any of its representations, warranties, covenants or agreements contained in the Merger Agreement, subject to Empireâ€™s ability to cure such breach within the timeframe set forth in the Merger Agreement, (ii) if the obligations in SectionÂ 6.01 and 6.02 of the Merger Agreement have been satisfied and Empire has failed to fulfill its respective obligations and consummate the Closing within three (3) Business Days following written notice that Empire is willing and able to consummate the Closing; (iii) if Empire fails to pass the proposals presented at the Empire Stockholder Meeting by the Termination Date, or (iv) if the Board approves termination and the Parent has concurrently with such termination entered into a definitive agreement, arrangement or understanding providing for the implementation of a Superior Proposal (Parent) (as defined in the Merger Agreement). Â Ancillary Agreements to Merger Agreement Â Voting and Support Agreements Â Within 30 days of the Execution Date, the Parent agreed to deliver the written agreement of certain directors and executive officers and certain Parent Stockholders holding at least 51% of the voting power of Parent Common Stock (the â€œRelevant Parent Insidersâ€), to enter into, in their capacity as stockholders, a voting and support agreement with the Parent, Empire and Merger Sub (the â€œParent Voting and Support Agreementâ€), pursuant to which such Relevant Parent Insiders agree to vote in favor of the adoption of the Merger Agreement and the Transactions and to take (and refrain from taking) certain other actions in connection with the Transactions, including the Merger, in each case, on the terms set forth in the Parent Voting and Support Agreement. Â Within 30 days of the Execution Date, Empire agreed to deliver the written agreement of certain directors, executive officers and certain Empire Stockholders holding at least 51% of the voting power of shares of Empire Common Stock (the â€œRelevant Empire Insidersâ€), to enter into, in their capacity as stockholders, a voting and support agreement with Empire, the Parent and Merger Sub (the â€œEmpire Voting and Support Agreementâ€), pursuant to which the Relevant Empire Insiders agree to vote in favor of the adoption of the Merger Agreement and the Transactions and to take (and refrain from taking) certain other actions in connection with the Transactions, including the Merger, in each case, on the terms set forth in the Empire Voting and Support Agreement. Â 28 Â Â Lock-Up Agreements Â As a condition to the Parentâ€™s obligations to consummate the Transactions, at Closing, one or more Empire Stockholders representing, individually or collectively, such number of shares of Empire Common Stock that represent not less than 65% of the issued and outstanding shares of Empire Common Stock, in the aggregate, on a fully diluted and as-converted basis, shall enter into a lock-up agreement (the â€œLock-Up Agreementâ€) whereby such Empire Stockholders agree to a lock-up of their respective Consideration Shares for a period of 12 months following the Closing. Â As a condition to Empireâ€™s obligations to consummate the Transactions, at or prior to Closing, the Parent shall cause the lock-up period contained in the lock-up agreement dated AugustÂ 1, 2022 by and between the Parent and JBAH Holdings, LLC to be amended or extended to FebruaryÂ 1, 2025 (the â€œLock-Up Extensionâ€). Â Escrow Agreement and Escrow Shares Â The Parties agreed to enter into an Escrow Agreement (the â€œEscrow Agreementâ€), pursuant to which certain of the Empire Stockholders (the â€œIndemnifying Empire Stockholdersâ€) are to deposit with the Escrow Agent, at Closing, an aggregate of 5,040,000 Consideration Shares otherwise issuable to such Indemnifying Empire Stockholders (the â€œEscrow Sharesâ€) as security for the obligations of the Parent, its members, shareholders, partners, managers, directors, officers, employees and agents, and its and their respective Affiliates (including, after the Closing, the Surviving Company), successors and permitted assigns (each, an â€œIndemnified Acquirorâ€ and together, the â€œIndemnified Acquirorsâ€). The Escrow Agreement shall become effective on the Closing Date and terminate on the 12-month anniversary thereof (the â€œEscrow Termination Dateâ€). On the Escrow Termination Date, any Escrow Shares not previously released or distributed to cover the obligations of the Indemnified Acquirors as set forth in the Merger Agreement shall be released to the Indemnifying Empire Stockholders. Â The foregoing descriptions of the Merger Agreement, the Parent Voting and Support Agreement, the Empire Voting and Support Agreement, the Lock-Up Agreement and the Escrow Agreement do not purport to be complete and are qualified their entirety by reference to the Merger Agreement, the form of Parent Voting and Support Agreement, the form of Empire Voting and Support Agreement, the form of Lock-Up Agreement and the form of Escrow Agreement attached to our Current Report on Form 8-K as Exhibits 2.1, 10.1, 10.2, 10.3 and 10.4, respectively, filed with the SEC on MarchÂ 1, 2024. Â Promissory Note Â On DecemberÂ 5, 2023, the Company received a loan from an individual lender in the principal amount of one million dollars ($1,000,000) (the â€œLoanâ€) and, in connection therewith, the Company and agreed to issue 100,000 restricted shares of the Companyâ€™s common stock. The Loan bears interest at the rate of 10% per annum, matures on DecemberÂ 31, 2024, has been personally guaranteed by James Ballengee, the Companyâ€™s Chief Executive Officer. The lender is not a related party or affiliate of the Company. On AprilÂ 8, 2024, we executed an amended and restated convertible promissory note for the original promissory note (the â€œAmended Noteâ€). The convertible promissory note replaces the original note, but maintains the same interest rate and maturity date of the Original Note, and the obligation to issue 100,000 shares of the Companyâ€™s restricted stock remains in effect. Pursuant to the terms of the Amended Note the holder can convert the outstanding principal and interest due under the Amended Note into shares of our common stock at price equal to 90% of the average closing price of the Companyâ€™s common stock for the previous three (3) trading days prior to the conversion date, with a floor conversion price of $0.75 per share. The holder may not convert amounts owed under the Amended Note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon no less than 61 daysâ€™ notice to us regarding his desire to increase the conversion limitation percentage. In MayÂ 2024, the lender converted all outstanding amounts ($1,048,493) into 903,095 shares of common stock at approximately $1.161 per share. Â The foregoing is only a brief description of the material terms of and does not purport to be a complete description of the rights and obligations of the parties to the agreement in connection with the Loan (the â€œLoan Agreementâ€), and such description is qualified in its entirety by reference to the full text of the Agreement, which is attached hereto as Exhibit 10.13. Â 29 Â Â Acquisition Agreement with Endeavor Â Membership Interest Purchase Agreement Â Effective MarchÂ 21, 2024 (the â€œExecution Dateâ€), Vivakor, Inc., (the â€œCompanyâ€ or â€œPurchaserâ€) entered into a Membership Interest Purchase Agreement, a copy of which is filed herewith as Exhibit 2.2 (the â€œEndeavor MIPAâ€) and incorporated by reference herein, with Jorgan Development, LLC, a Louisiana limited liability company (â€œJorganâ€) and JBAH Holdings, LLC, a Texas limited liability company (â€œJBAHâ€ and, together with Jorgan, the â€œSellersâ€), as the equity holders of Endeavor Crude, LLC (f/k/a Meridian Transport, LLC), a Texas limited liability company (â€œEndeavorâ€), Equipment Transport, LLC, a Pennsylvania limited liability company (â€œETâ€), Meridian Equipment Leasing, LLC, a Texas limited liability company (â€œMELâ€), and Silver Fuels Processing, LLC, a Texas limited liability company (â€œSFPâ€ and, together with Endeavor, ET, and MEL, the â€œAcquireesâ€) whereby, at closing, subject to the conditions set forth in the Endeavor MIPA, the Company will acquire all of the issued and outstanding membership interests in each of the Acquirees (the â€œMembership Interestsâ€) making Endeavor, ET, MEL and SFP wholly owned subsidiaries of the Company. The purchase price for the Membership Interests is $120 million (the â€œPurchase Priceâ€), subject to post-closing adjustments, payable by the Company in a combination of Company common stock, $0.001 par value per share (â€œCommon Stockâ€) and Company Series A Preferred Stock $0.001 par value per share (â€œPreferred Stockâ€). The Preferred Stock will have the terms set forth in the Form of Series A Preferred Stock Certificate of Designations filed herewith as Exhibit 3.2 and incorporated by reference herein, including, but not limited to, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears and conversion rights following the first anniversary of their issuance at a price of one dollar ($1) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Companyâ€™s chairman, chief executive officer and principal shareholder. At a meeting held on MarchÂ 20, 2024, the Companyâ€™s board of directors authorized and approved the Endeavor MIPA and the transactions contemplated thereby. Mr.Â Ballengee recused himself from the vote. On OctoberÂ 1, 2024, Jorgan Development, LLC, a Louisiana limited liability company (â€œJorganâ€) and JBAH Holdings, LLC, a Texas limited liability company (â€œJBAHâ€ and, together with Jorgan, the â€œSellersâ€), as the equity holders of Endeavor Crude, LLC, a Texas limited liability company, Equipment Transport, LLC, a Pennsylvania limited liability company, Meridian Equipment Leasing, LLC, a Texas limited liability company, and Silver Fuels Processing, LLC, a Texas limited liability company (collectively, the â€œEndeavor Entitiesâ€) closed the transactions that were the subject of the previously-disclosed Membership Interest Purchase Agreement among them dated MarchÂ 21, 2024, as amended (the â€œMIPAâ€) (the â€œClosingâ€). In accordance with the terms of the MIPA, at the Closing, the Company acquired all of the issued and outstanding membership interests in each of the Endeavor Entities (the â€œMembership Interestsâ€), making them wholly-owned subsidiaries of the Company. Â The Endeavor Entities own and operate a combined fleet of more than 500 commercial tractors and trailers for the hauling of crude oil and produced water. On a daily basis, the trucking fleet hauls approximately 60,000 barrels of crude oil, tank bottoms, and petroleum wastes, and approximately 30,000 barrels of produced water. In addition, the Endeavor Entities own and operate a crude oil shuttle pipeline and exclusive connected blending and processing facility in Blaine County, Oklahoma. Â The purchase price for the Membership Interests is $120 million (the â€œPurchase Priceâ€), subject to post-closing adjustments, including assumed debt and an earn-out adjustment, payable by the Company in a combination of Company common stock, $0.001 par value per share (â€œCommon Stockâ€) and Company Series A Preferred Stock $0.001 par value per share (â€œPreferred Stockâ€). The Preferred Stock will have the terms set forth in the Series A Preferred Stock Certificate of Designations, including, but not limited to, liquidation preference over the Common Stock, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears in shares of Common Stock (so long as such issuances of Common Stock would not result in the

Sellers beneficially owning greater than 49.99% of the issued and outstanding Common Stock), and the Company having the right to convert the Preferred Stock at any time using the stated value of $1,000 per share of Preferred Stock and the conversion price of one dollar ($1) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Companyâ€™s chief executive officer and principal shareholder. The Company is currently still calculating the reduction in the Purchase Price as a result of Endeavor Entities debt that the Company assumed at Closing. Â 30 Â Â As a result of the Closing, the Company will issue to the Sellers, (i) a number of shares of Common Stock equal to an undivided nineteen and ninety-nine hundredths percent (19.99%) of all of the Companyâ€™s issued and outstanding Common Stock immediately prior to Closing, or a lesser percentage, if such issuance would result, when taking into consideration the percentage of Common Stock owned by Sellers prior to such issuance, in Sellers owning in excess of 49.99% of the Common Stock issued and outstanding on a post-Closing basis, with such shares of Common Stock valued at $1.00 per share (the â€œCommon Stock Considerationâ€), and (ii) a number of shares of Preferred Stock equal to the Purchase Price, less the value of the Common Stock Consideration (the â€œPreferred Stock Considerationâ€). Sellers will entered into 18-month lock-up agreements at Closing, with regard to the Common Stock Consideration and any Common Stock they receive during the lock-up period in connection with conversions of Preferred Stock or the payment of dividends on the Preferred Stock. Â The foregoing descriptions of the Endeavor MIPA and the related Exhibits do not purport to be complete and are subject to, and qualified by, the full text of the Endeavor MIPA and the Exhibits, copies of which are filed as Exhibits 2.2, 3.2, 10.10, 10.11 and 10.12 hereto and incorporated herein by reference. Â Results of Operations for the Three and nine months ended SeptemberÂ 30, 2024 and 2023 Â Revenue Â For the three months ended SeptemberÂ 30, 2024 and 2023 we realized revenues of $15,916,423 and $16,313,406, respectively, representing a decrease of $396,983 or 2.43%. For the nine months ended SeptemberÂ 30, 2024 and 2023 we realized revenues of $48,118,936 and $45,448,916, respectively, representing an increase of $2,670,020 or 5.87%. The increase in revenue is primarily attributed to an average increase in crude oil product volumes purchased and sold for our oil and natural gas liquid products since September 30, 2023.Â Â Cost of Revenue Â For the three and nine months ended SeptemberÂ 30, 2024, our cost of revenues consisted primarily of costs associated with selling oil and natural gas liquid through the operations from our business in SFD and WCCC. Â For the three months ended SeptemberÂ 30, 2024 and 2023, costs of revenue were $14,190,073 and $14,766,494, respectively, representing a decrease of $576,421 or 3.90%. For the nine months ended SeptemberÂ 30, 2024 and 2023, costs of revenue were $44,213,635 and $41,174,082, respectively, representing an increase of $3,039,553 or 7.38%. The increase in cost of revenues is primarily attributed to an average increase in market prices and the Company increased its crude oil product volumes purchases for our oil and natural gas liquid inventory purchases since September 30, 2023. Â Gross Profit and Gross Margin Â For the three months ended SeptemberÂ 30, 2024 and 2023 we realized gross profit of $1,726,350 and $1,546,912, respectively, representing a decrease of $179,438 or 11,60%. For the nine months ended SeptemberÂ 30, 2024 and 2023 we realized gross profit of $3,905,301 and $4,274,834, respectively, representing a decrease of $369,533 or 8.64%. The decrease in gross profit is related net effect of an average increase in market and transportation costs for oil purchases and an increase in crude oil product volumes purchased and sold of our oil and natural gas liquid products. Â Operating Expenses Â For the three months ended SeptemberÂ 30, 2024 and 2023, we realized operating expenses of $3,684,987 and $2,292,026, which represents an increase of $1,392,961, or 60.77%. For the nine months ended SeptemberÂ 30, 2024 and 2023, we realized operating expenses of $10,333,274 and $6,982,754, which represents an increase of $3,350,520, or 47.98%. The increase in operating expenses is attributed to the net effect of new executive employment and board of director agreements, which increased employee compensation expense by approximately $1 million, including stock compensation expense related to new or renewed executive employment and board of director agreements, which issued immediate and vesting stock awards of approximately $650,000, amortization expense of approximately $800,000 related to lease accounting interest, and increased professional services of approximately $1 million related to merger, acquisition, and corporate governance services. Â 31 Â Â Interest Expense Â For the three months ended SeptemberÂ 30, 2024 and 2023, we realized total interest expense of $641,244 and $1,345,096, which represents a decrease of $703,852, or 52.33%. For the nine months ended SeptemberÂ 30, 2024 and 2023, we realized interest expense of $1,565,231 and $3,814,253, which represents a decrease of $2,249,022, or 58.96%. The decrease in interest expense is mainly attributable to our amendment of our note issued as consideration in the MIPA approved by the shareholders on NovemberÂ 10, 2023. As the amendment was accounted for as a troubled debt restructuring under ASC 470 â€“ Debt (â€œASC 470â€), the note was thus written to the amount of the undiscounted future cash flows on the note to maturity, and therefore no interest expense is realized for the remainder of the note to maturity. Â Unrealized Loss on Marketable Securities Â For the three months ended SeptemberÂ 30, 2024 and 2023, we reported an unrealized gain of $826,377 and an unrealized lossÂ of $661,101, which represents an increase of $1,487,478, or 225%. For the nine months ended SeptemberÂ 30, 2024 and 2023, we reported an unrealized gain of $743,739 and an unrealized loss of $991,652, which represents an increase of $1,735,391, or 175%. Our marketable securities were considered to be traded on an active market and were accounted for at a fair value based on the quoted prices in the active markets resulting in aggregate unrealized gains or losses as noted above. Â Gain on Deconsolidation of Subsidiary Â In accordance with ASC 810, as of FebruaryÂ 15, 2024, we deconsolidated VivaSphere, Inc. (VivaSphere), recognizing a gain on deconsolidation of $177,550. The assets, liabilities, and equity related to VivaSphere was removed from our financial statements (Note 1), resulting in a gain on deconsolidation. Â Cash flows Â The following table sets forth the primary sources and uses of cash and cash equivalents for the nine months ended SeptemberÂ 30, 2024 and 2023 as presented below: Â Â Â SeptemberÂ 30, Â Â Â 2024 Â Â 2023 Â Net cash provided (used) in operating activities Â $ 165,359 Â Â $ (838,693) Net cash used in investing activities Â Â (2,362,898) Â Â (3,841,589) Net cash provided by financing activities Â Â 2,140,404 Â Â Â Â 2,696,586 Â Â Liquidity and Capital Resources Â We have historically suffered net losses and cumulative negative cash flows from operations, and as of SeptemberÂ 30, 2024, we had an accumulated deficit of approximately $72.8 million. As of SeptemberÂ 30, 2024 and 2023, we had a working capital deficit of approximately $42.5 million and $19 million, respectively. As of SeptemberÂ 30, 2024, we had cash of approximately $687 thousand. As of SeptemberÂ 30, 2024, we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered common stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once construction is completed of these sites, of the $13 million approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Companyâ€™s ability to continue as a going concern Â As of SeptemberÂ 30, 2024 and DecemberÂ 31, 2023, we had cash and cash equivalents of $687,172 and $744,307, respectively. Â During the nine months ended SeptemberÂ 30, 2024, subject to available cash flows, we continued to develop our technologies, strategy to monetize our intellectual properties and execute our business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3 million through debt financings with individual investors, $2.2 million through a sale lease back agreement. During the nine months ended SeptemberÂ 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock. Â 32 Â Â For the nine months ended SeptemberÂ 30, 2024 and 2023, our net cash used in operating activities was mainly comprised of net effect of the consolidated net loss of $6,983,978 and $7,391,089, and our depreciation and amortization of $3,062,416 and $2,269,445. For the nine months ended SeptemberÂ 30, 2024 and 2023, stock-based compensation of $1,626,409 and $1,260,476 in lieu of using cash. We also realized interest expense on loans and notes payable of $1,115,347 and $3,058,522, an (increase) decrease in accounts receivable of $1,753,918 and ($442,307), and as increase (decrease) in accounts payable and accrued expenses of $1,184,103 and ($929,360). Â For the nine months ended SeptemberÂ 30, 2024 and 2023, our net cash used in investing activities was mainly attributed to our purchase of equipment of $2,362,898 and $3,841,589 related to the manufacturing of our RPC, wash plant facilities, and a White Claw Colorado City site extension on our pipeline. Â Our net cash provided by our financing activities was mainly attributed to the net effect of the following events: Â For the nine months ended SeptemberÂ 30, 2024 and 2023, we received proceeds of $4,669,459 and $4,499,958 related to the issuance of notes and other loans of which$1,304,150 and $776,500 were from related parties. For the nine months ended SeptemberÂ 30, 2024 and 2023, we received proceeds from the sale of common stock of $1,425,000 and none. For the nine months ended SeptemberÂ 30, 2024 and 2023, we paid down notes payable and lease liabilities by $3,954,055 and $782,808, of which $2,150,537 and 482,815 were to related parties. For the nine months ended SeptemberÂ 30, 2023, we made distributions to Viva Wealth Fund I, LLC (which was deconsolidated later on OctoberÂ 1, 2023) unit holders of $1,020,564. Â Capitalized interest on construction in process was $1,015,402 and $735,919 for the nine months ended SeptemberÂ 30, 2024 and 2023. There are no further existing firm obligations; however, we anticipate further construction costs of approximately $1.5 million in connection with our construction of our Texas remediation and wash plant facilities; and construction for each Nanosponge costs approximately $200,000, and we intend to manufacture and add a Nanosponge to our current and future RPCs. Â Our ability to continue to access capital could be affected adversely by various factors, including general market and other economic conditions, interest rates, the perception of our potential future earnings and cash distributions, any unwillingness on the part of lenders to make loans to us and any deterioration in the financial position of lenders that might make them unable to meet their obligations to us. If we cannot raise capital through public or private debt financings, equity offerings, or other means, our ability to grow our business may be negatively affected. In such case, we may need to suspend site and plant construction or further acquisitions until market conditions improve. Â Contractual Obligations Â Our contractual obligations as of SeptemberÂ 30, 2024 for finance lease liabilities are for the sale and leaseback of certain land, property, plant, and equipment that were acquired in the closing of our business combination, which acquired SFD and WCCC on AugustÂ 1, 2022, which leases end in 2025 and 2026. Finance lease obligations as of SeptemberÂ 30, 2024 are as follows: Â 2024 Â $ 240,975 Â 2025 Â Â 594,792 Â 2026 Â Â 471,756 Â Total Â $ 1,307,523 Â Â On AugustÂ 9, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 4â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â 33 Â Â On JuneÂ 18, 2024, our subsidiary WCCC, entered into a supplement (â€œSupplement No. 3â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus. Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant equipment is constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $683,000 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â On MayÂ 23, 2023 we entered into a supplement (â€œSupplement No. 2â€) to the Master Agreement Maxus, under which Maxus funded approximately $2.2 million to finance the build-out of other Houston wash plant equipment additions, which such lease was anticipated to commence in the second quarter of 2024. As of SeptemberÂ 30, 2024, we anticipate that this lease will now commence in the first quarter of 2025. Under the terms of this lease, we expect our lease payments to Maxus under the supplement to be approximately $57,962 per month over four years, with an early buyout option of approximately $685,000 or lease-end option to purchase the facilities for the fair market value. Â Because we were involved in the construction of the wash plant and the Texas pipeline extension, and were responsible for paying a portion of the construction costs, we evaluated the control criteria in â€˜build to suitâ€™ lease accounting guidance under GAAP ASC 842 (Leases) where the Company was deemed, for accounting purposes, to have control of the wash plant and pipeline extension during the construction period. Accordingly, the Company recorded project construction costs incurred during the construction period for the wash plant and pipeline extension incurred by the landlord as a construction-in-process asset and a related financing obligation on our consolidated balance sheets. The total of the projectsâ€™ construction costs have been capitalized and recorded to construction-in-process within â€˜Property and equipment, netâ€™. The total $3.9 million of construction costs funded by Maxus have been recorded as a component of â€˜Accounts payable and accrued expenses. Â Our contractual obligations as of SeptemberÂ 30, 2024 for operating lease liabilities are for office and warehouse space, which leases end in 2024 and 2025, and a land lease which ends in 2042. Operating lease obligations as of SeptemberÂ 30, 2024 are as follows: Â 2024 Â $ 51,307 Â 2025 Â Â 162,545 Â 2026 Â Â 136,975 Â 2027 Â Â 153,089 Â 2028 Â Â 143,237 Â Thereafter Â Â 2,921,733 Â Total Â $ 3,568,885 Â Â Interest Rate and Market Risk Â Interest rate risk is the potential for reduced net interest income and other rate-sensitive income resulting from adverse changes in the level of interest rates. We do not have variable interest rate-sensitive income agreements. We do have financing arrangements that were issued on AugustÂ 1, 2022 as consideration for the business combination and acquisition of SFD and WCCC, in which the three year notes have variable interest rates based on the prime rate, which exposes us to further interest expense if the prime rate increases. Â Market Risk - Equity Investments Â Market risk is the potential for loss arising from adverse changes in the fair value of fixed-income securities, equity securities, other earning assets, and derivative financial instruments as a result of changes in interest rates or other factors. We own equity securities that are publicly traded. Because the fair value of these securities may fall below the cost at which we acquired them, we are exposed to the possibility of loss. Equity investments are approved, monitored, and evaluated by members of management. Â 34 Â Â Inflation Â Prolonged periods of slow growth, significant inflationary pressures, volatility and disruption in financial markets, could lead to increased costs of doing business. Inflation generally will cause suppliers to increase their rates, and inflation may also increase employee salaries and benefits. In connection with such rate increases, we may or may not be able to increase our pricing to consumers. Inflation could cause both our investment and cost of revenue to increase, thereby lowering our return on investment and depressing our gross margins. Â Off Balance Sheet Arrangements Â None. Â Critical Accounting Policies & Use of Estimates Â There have been no material changes to our critical accounting policies and the use of estimates from these disclosures reported in our Annual Report on Form 10-K for the fiscal year ended DecemberÂ 31, 2023 filed with the SEC on AprilÂ 17, 2024. Â Item 3. Quantitative and Qualitative Disclosures about Market Risk Â As a smaller reporting company, we are not required to provide the information required by this Item. Â Item 4. Controls and Procedures Â The term â€œdisclosure controls and procedures,â€ as defined in RulesÂ 13a-15(e) and 15d-15(e) under the Exchange Act, refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SECâ€™s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the companyâ€™s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact there are resource constraints and management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs. Â Our management, with the participation of our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), evaluated the effectiveness of our disclosure controls and procedures pursuant to RulesÂ 13a-15(e) and 15d-15(e) under the Exchange Act. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. Â 35 Â Â Based on managementâ€™s evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as a result of the material weaknesses described below, as of SeptemberÂ 30, 2024, our disclosure controls and procedures are not designed at a reasonable assurance level and are ineffective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The material weaknesses, which relate to internal control over financial reporting, that were identified are: (1) We did not have enough personnel in our accounting and financial reporting functions. Due to insufficient personnel in our accounting

department, we were not able to achieve adequate segregation of duties, and, as a result, we did not have adequate review controls surrounding: (i) our technical accounting matters in our financial reporting process, and (ii) the work of specialists involved in the estimation process. (2) Due to new relationships with a small banking institution and consultants in 2023, we were not able to achieve adequate controls surrounding the review and dual authorization of certain treasury transactions and fixed assets. (3) We did not always follow certain review and authorization procedures related to corporate governance and the release of information to the public. After failing to adhere to certain corporate governance administrative procedures, we did not achieve adequate review at the executive or independent Board of Director level over certain accounting and risk assessments or the timely reporting of material transactions. We also did not achieve adequate review of certain public reports and disclosures prior to the public disclosure of the information. These control deficiencies, which are pervasive in nature, result in a reasonable possibility that material misstatements of the financial statements will not be prevented or detected on a timely basis. Management believes that the hiring of additional personnel who have the technical expertise and knowledge will result in both proper drafting, review, authorization, recording and reporting of these transactions. Since our assessment as of SeptemberÂ 30, 2024, we have continued to hire additional experienced executives, and we are working to retain additional qualified valuation experts that report on their internal controls. We have also implemented further review controls and processes surrounding treasury and fixed assets, and the Audit Committee is reviewing the material weaknesses, and will be making recommendations to the Company on implementing further internal controls to assist the Company to adhere to its corporate review, authorization, and reporting policies. Â We will continue to monitor and evaluate the effectiveness of our disclosure controls and procedures and our internal controls over financial reporting on an ongoing basis and are committed to taking further action and implementing additional enhancements or improvements, as necessary and as funds allow. Â Changes in Internal Control Over Financial Reporting Â As noted above, we continue to contract with additional external accounting staff in order to attempt to remediate our material weaknesses. Such changes include multiple additional reviewers of financial information before it is submitted for filing with the SEC. We have also instituted further internal controls surrounding treasury, so that proper dual authorization is required by our banking institutions to process capital expenditures in 2024. There were no other changes in our internal controls identified in connection with the evaluation required by paragraph (d) of RuleÂ 13a-15 or 15d-15 under the Exchange Act that occurred during the three months ended SeptemberÂ 30, 2024 that have materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. Â 36 Â Â PART II - OTHER INFORMATION Â ITEM 1. LEGAL PROCEEDINGS Â From time to time, we may become involved in various legal actions that arise in the normal course of business. We intend to defend vigorously against any future claims and litigation. We are not currently involved in any material disputes and do not have any material litigation matters pending. Â ITEM 1A. RISK FACTORS Â Our business, financial condition, results of operations, and cash flows may be impacted by a number of factors, many of which are beyond our control, including those set forth in our most recent Annual Report on Form 10-K and in our other filings with the SEC, the occurrence of any one of which could have a material adverse effect on our actual results. There have been no material changes to the Risk Factors previously disclosed in our Annual Report on Form 10-K and our other filings with the SEC, except as follows: Â On OctoberÂ 1, 2024, we closed the acquisition of the Endeavor Entities. We are in the process of integrating their operations and personnel with our own. If we are unable to complete this transition timely and effectively it could adversely affect our operations. Â We are in the process of integrating the Endeavor Entities personnel and operations into our operations since we close the acquisition on OctoberÂ 1, 2024. Due to the size of the acquisition, we anticipate this transition will take some time. If we are not able to effectively and timely complete this transition it could adversely affect our operations. Â The required Final Closing Statement for our acquisition of the Endeavor Entities has not been completed. We have also not completed the final purchase price accounting for the acquisition. Once these are completed, they may differ from our pre-closing expectations, which if they differ significantly could materially affect our business and financial results. Â Under the Endeavor MIPA (as defined herein), the Endeavor Entities do not need to deliver certain final documents to us until after closing, such as the Final Closing Statement, which is due 60 days after closing. Additionally, our final purchase price accounting for the acquisition is not due until SeptemberÂ 30, 2025, and is subject to a full valuation report. Once completed, if the results differ significantly from our pre-closing expectations, it may materially impact our business and financial results. Â Prior to our acquisition of the Endeavor Entities, they were private companies and, as a result, they did not have the same audit and review of financial statements requirements that we have, and their disclosure controls and procedures processes for financial reporting were not the same as a reporting, public company. We anticipate we will have additional material weaknesses in our disclosure controls and procedures over financial reporting during the time that we integrate their financial reporting processes with our financial reporting processes. Â As private companies the Endeavor Entities did not have the same requirements for audited and reviewed financial statements that we do as a public company reporting under the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€). As a result, the methods the Endeavor Entities used to prepare their financial statements, as well as the disclosure controls and procedures they had in place around the preparation of such financial statements, may not have been as stringent as the requirements we have as a public company reporting under the Exchange Act. If this is the case, then we may have additional material weaknesses in our disclosure controls and procedures over financial reporting during the time we integrate their financial reporting processes with our financial reporting processes. Â 37 Â Â ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS Â The following sets forth information regarding all unregistered securities sold by us in transactions that were exempt from the requirements of the Securities Act. Except where noted, all of the securities discussed in this Item 2 were all issued in reliance on the exemption under SectionÂ 4(a)(2) of the Securities Act. Â As part of the compensation the Company owes Patrick Knappâ€™s under his Employment Agreement, Mr.Â Knapp received a one-time signing grant of Company common stock equivalent in value to $250,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant (calculated to be 140,190 shares based on the effective date of the Knapp Agreement), subject to an eighteen (18)-month lockup period and a conditional clawback obligation concurrent therewith, which shall be granted within thirty (30) days after the Start Date, as defined therein. Â On JulyÂ 8, 2024, Vivakor, Inc. received a loan from a non-affiliated individual lender in the principal amount of Three Hundred Fifty Thousand Dollars ($350,000) (the â€œFirst Loanâ€) and, in connection therewith, the Company agreed to issue 15,982 restricted shares of the Companyâ€™s common stock. The First Loan bears interest at the rate of 10% per annum, matures on DecemberÂ 31, 2024, with all unconverted principal due on the maturity date and interest payable monthly on the last day of the month after the month in which the interest accrued. The Company issued a promissory note dated JulyÂ 5, 2024 in connection with the First Loan (the â€œFirst Noteâ€). The First Note allows the holder to convert the outstanding principal and interest due under the First Note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the First Note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon no less than 61 daysâ€™ notice to us regarding his desire to increase the conversion limitation percentage. The Company will issue the 15,982 shares in the near future. Â On JulyÂ 5, 2024, the Company received a loan from Ballengee Holdings, LLC, an entity controlled by James Ballengee, the Companyâ€™s Chairman, President, and Chief Executive Officer, in the principal amount of Five Hundred Thousand Dollars ($500,000) (the â€œBH Loanâ€) and, in connection therewith, the Company agreed to issue 21,552 restricted shares of the Companyâ€™s common stock. The BH Loan bears interest at the rate of 10% per annum, matures on DecemberÂ 31, 2024, with all unconverted principal due on the maturity date and all unconverted interest payable monthly on the last day of the month after the month in which the interest accrued. The Company issued a promissory note dated JulyÂ 9, 2024 in connection with the BH Loan (the â€œBH Noteâ€). The BH Note allows the holder to convert the outstanding principal and interest due under the BH Note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the BH Note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon no less than 61 daysâ€™ notice to us regarding his desire to increase the conversion limitation percentage. The Company will issue the 21,552 shares in the near future. Â On JulyÂ 5, 2024, the Company entered into a Consulting Agreement with 395 Group, LLC, a Nevada limited liability company (â€œ395â€), under which 395 agreed to provide the Company with general advisory and business development services. Specifically, 395 agreed to advise the Company for the next four (4) months regarding capitalization, business development, business relationships, industry guidance, and assist with understanding what is happening in the Companyâ€™s market space. In exchange for 395â€™s services, the Company agreed to pay total cash compensation of $340,000 and equity compensation of 50,000 shares of the Companyâ€™s restricted common stock, with one-half of the cash compensation and all the equity compensation due upon signing of the agreement and the other half of the cash compensation due in thirty (30) days. The 50,000 shares of common stock will be issued in the near future. Â 38 Â Â On JulyÂ 26, 2024, the Company entered into that certain Securities Purchase Agreement and Strata Purchase Agreement (the â€œClearThink Agreementsâ€) with ClearThink Capital Partners, LLC. Under the terms of the ClearThink Agreements, the Company agreed to issue ClearThink Capital (i) 67,568 shares of common stock in exchange for $125,000 upon the entry into the relevant term sheet (ii) 67,568 shares of common stock upon filing of the relevant S-1 Registration Statement, and (iii) 150,000 shares of common stock upon entry of the Strata Purchase Agreement. As a result, the Company has issued 217,568 to ClearThink. Â On JulyÂ 26, 2024, the Company entered into a Securities Purchase Agreement with James K. Granger (the â€œSPAâ€ and â€œGrangerâ€, respectively), under which Granger, or an entity he controls, purchased 1,600,000 common shares of the Companyâ€™s stock for $800,000, at a price of $0.50 per common share. Pursuant to the SPA, the shares issued to Granger will be subject to RuleÂ 144 restrictions. Granger funded the purchase price in cash to the Company on JulyÂ 31, 2024. Â On August 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the â€œBase Salaryâ€), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (â€œLTIPâ€), and the shares will only vest as set forth in the LTIP.Â Â On SeptemberÂ 5, 2024, the Company closed on a Securities Purchase Agreement with E-Starts Money Co., a Delaware corporation (the â€œSPAâ€ and â€œE-Startsâ€, respectively) dated AugustÂ 28, 2024, under which E-Starts, purchased 1,000,000 shares of the Companyâ€™s common stock for $500,000, at a price of $0.50 per common share. Pursuant to the SPA, the shares issued to E-Starts will be subject to standard RuleÂ 144 restrictions. E-Starts is controlled by William Tuorto, who also is a control person of Empire Diversified Energy, Inc., (â€œEmpireâ€), serving as its Executive Chairman and Chairman of the Board of Directors. As previously disclosed in the Companyâ€™s Current Report on Form 8-K filed with the Commission on MarchÂ 1, 2024 (the â€œMarchÂ 8-Kâ€), we entered into an Agreement and Plan of Merger (the â€œMerger Agreementâ€) with Empire under which Empire will merge with and into a subsidiary of the Company and Empire will become a wholly-owned subsidiary of the Company if the parties close the transaction contemplated by the Merger Agreement. There is no guarantee that the transactions contemplated by the Merger Agreement will close. Â On SeptemberÂ 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (â€œDICâ€), exercised its stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of our JuneÂ 20, 2023 secured promissory note with DIC. Under the terms of the stock option, DIC used as consideration for the stock option, a reduction of principal and interest under its Note in the amount of $1,179,000. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then any remaining portion of note is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed. Â ITEM 3. DEFAULTS UPON SENIOR SECURITIES Â None. Â ITEM 4. MINE SAFETY DISCLOSURES Â Not Applicable. Â 39 Â Â ITEM 5. OTHER INFORMATION Â Acquisition of Endeavor Entities Â On OctoberÂ 1, 2024, the Company, Jorgan Development, LLC, a Louisiana limited liability company (â€œJorganâ€) and JBAH Holdings, LLC, a Texas limited liability company (â€œJBAHâ€ and, together with Jorgan, the â€œSellersâ€), as the equity holders of Endeavor Crude, LLC, a Texas limited liability company, Equipment Transport, LLC, a Pennsylvania limited liability company, Meridian Equipment Leasing, LLC, a Texas limited liability company, and Silver Fuels Processing, LLC, a Texas limited liability company (collectively, the â€œEndeavor Entitiesâ€) closed the transactions that were the subject of the previously-disclosed Membership Interest Purchase Agreement among them dated MarchÂ 21, 2024, as amended (the â€œMIPAâ€) (the â€œClosingâ€). In accordance with the terms of the MIPA, at the Closing, the Company acquired all of the issued and outstanding membership interests in each of the Endeavor Entities (the â€œMembership Interestsâ€), making them wholly owned subsidiaries of the Company. Â The Endeavor Entities own and operate a combined fleet of more than 500 commercial tractors and trailers for the hauling of crude oil and produced water. On a daily basis, the trucking fleet hauls approximately 60,000 barrels of crude oil, tank bottoms, and petroleum wastes, and approximately 30,000 barrels of produced water. In addition, the Endeavor Entities own and operate a crude oil shuttle pipeline and exclusive connected blending and processing facility in Blaine County, Oklahoma. Â The purchase price for the Membership Interests is $120 million (the â€œPurchase Priceâ€), subject to post-closing adjustments, including a reduction for assumed debt and a possible increase for an earn-out adjustment, payable by the Company in a combination of Company common stock, $0.001 par value per share (â€œCommon Stockâ€) and Company Series A Preferred Stock $0.001 par value per share (â€œPreferred Stockâ€). The Preferred Stock will have the terms set forth in the Form of Series A Preferred Stock Certificate of Designations filed herewith as Exhibit 3.1 and incorporated by reference herein, including, but not limited to, liquidation preference over the Common Stock, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears in shares of Common Stock (so long as such issuances of Common Stock would not result in the Sellers beneficially owning great than 49.99% of the issued and outstanding Common Stock), and the Company having the right to convert the Preferred Stock at any time using the stated value of $1,000 per share of Preferred Stock and the conversion price of one dollar ($1.00) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Companyâ€™s chairman, chief executive officer and principal shareholder. The Company is currently still calculating the reduction in the Purchase Price as a result of Endeavor Entities debt the Company assumed at Closing. Â As a result of the Closing, the Company will issue to the Sellers, (i) a number of shares of Common Stock equal to an undivided nineteen and ninety-nine hundredths percent (19.99%) of all of the Companyâ€™s issued and outstanding Common Stock immediately prior to Closing, or a lesser percentage, if such issuance would result, when taking into consideration the percentage of Common Stock owned by Sellers prior to such issuance, in Sellers owning in excess of 49.99% of the Common Stock issued and outstanding on a post-Closing basis, with such shares of Common Stock valued at $1.00 per share (the â€œCommon Stock Considerationâ€), and (ii) a number of shares of Preferred Stock equal to the Purchase Price, less the value of the Common Stock Consideration (the â€œPreferred Stock Considerationâ€). Sellers will enter into 18-month lock-up agreements, in the form filed herewith as Exhibit 10.1 and incorporated by reference herein, at Closing, with regard to the Common Stock Consideration and any Common Stock they receive during the lock-up period in connection with conversions of Preferred Stock or the payment of dividends on the Preferred Stock. Â According to our Chief Financial Officerâ€™s previously disclosed employment contract, upon the closing (October 1, 2024) of the Endeavor Entities, he will be paid $200,000, with $100,000 to be paid in cash and the remaining $100,000 to be paid in shares of the Companyâ€™s common stock, valued at approximately $1.89 per share. Â The MIPA, including the exhibits thereto and related agreements, filed with the Companyâ€™s Form 8-K filed with the Commission on MarchÂ 25, 2024 (the â€œExecution 8-Kâ€) as Exhibits 2.1. 3.1, 10.1, 10.2, 10.3, and 10.4 are incorporated herein by reference. The disclosure above does not purport to be a complete statement of the terms of the MIPA, or the transactions contemplated thereby, or the exhibits and related documents, and is qualified in their entirety by reference to the Execution 8-K and the full text of the Exhibits filed therewith. Â 40 Â Â This section contains only a brief description of the material terms of the MIPA and does not purport to be a complete description of the rights and obligations of the parties to the MIPA, and such description is qualified in its entirety by reference to the full text of the MIPA, a copy of which is filed herewith as Exhibit 2.2. Â Executive Employment Agreements Â In connection with the Closing of the Endeavor Entities on OctoberÂ 1, 2024, the Company entered into an executive employment agreement with Russ Shelton (the â€œShelton Agreementâ€) with respect to the Companyâ€™s appointment of Mr.Â Shelton as Executive Vice President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement, Mr.Â Shelton will receive (i) base salary compensation of $337,000 USD annually (the â€œBase Compensationâ€); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance criteria as more particularly described

therein. As an inducement to enter into the Shelton Agreement, Mr.Â Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant, subject to an eighteen (18) month lockup period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr.Â Sheltonâ€™s employment is at-will under Texas law, except as modified therein. Mr.Â Sheltonâ€™s employment with Vivakor Administration, LLC, a subsidiary of the Company, began on OctoberÂ 1, 2024. Â This section contains only a brief description of the material terms of the Shelton Agreement and does not purport to be a complete description of the rights and obligations of the parties to the Shelton Agreement, and such description is qualified in its entirety by reference to the full text of the Shelton Agreement, a copy of which is filed herewith as Exhibit 10.24. Â Russ Shelton, 48, Executive Vice President & Chief Operating Officer Â Mr.Â Russ Shelton is a seasoned operations executive with more than three decades of management experience with midstream trucking, terminaling, and marketing companies, including for several of the business units being acquired in the Companyâ€™s purchase of the Endeavor Entities. Mr.Â Shelton was most recently the Chief Operating Officer for Endeavor Crude, LLC, and prior to that served as its Vice President of Transportation since 2023. Prior to Endeavor Crude, he worked as Director of Operations for Senergy Petroleum from 2021-23, and prior to that worked as Director of Transportation for Pilot Travel Centers LLC from 2018-21. Â The Board believes that Mr.Â Sheltonâ€™s experience in management and operations and his extensive knowledge in the midstream petroleum industry make him ideally qualified to help lead the Company towards continued growth and success. Â Family Relationships Â Mr.Â Shelton does not have a family relationship with any of the current officers or directors of the Company. Â Related Party Transactions Â In connection with the Shelton Agreement, Mr.Â Shelton and Ballengee Holdings, LLC, an affiliate of James H. Ballengee, the Companyâ€™s Chairman, President, and CEO, have entered into a side letter agreement (the â€œShelton Side Letterâ€) promising Mr.Â Shelton (i) certain additional Base Compensation equal to the difference between Mr.Â Sheltonâ€™s current salary and $375,000 by JanuaryÂ 1, 2025, should the Company not increase Mr.Â Sheltonâ€™s Base Compensation, as defined in the Shelton Agreement, to such level, and (ii) a one-time special cash bonus of $100,000.00 USD upon completion of an equity capital raise, as more particularly set forth therein. A copy of the Shelton Side Letter is attached hereto as Exhibit 10.25. Â 41 Â Â On August 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the â€œBase Salaryâ€), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (â€œLTIPâ€), and the shares will only vest as set forth in the LTIP. Â Amendment to Promissory Notes Â As previously disclosed in the Companyâ€™s Current Report on Form 8-K filed with the SEC on JulyÂ 11, 2024, the Company received two loans in the amounts of $350,000 and $500,000 and issued two promissory notes dated JulyÂ 5, 2024 and JulyÂ 9, 2024, respectively. On JulyÂ 19, 2024, the lenders and the Company entered into amendments to the promissory notes in order to extend the maturity date of the promissory notes from DecemberÂ 31, 2024 to SeptemberÂ 30, 2025. Â Sale of Common Stock Â On JulyÂ 26, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 67,568 shares of restricted common stock in exchange for $125,000. Â On JulyÂ 26, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 1,600,000 shares of restricted common stock in exchange for $800,000. Â On SeptemberÂ 5, 2024, the Company entered into a stock purchase agreement under which the Company agreed to sell an aggregate of 1,000,000 shares of restricted common stock in exchange for $500,000. Â Finance Lease Â On AugustÂ 9, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 4â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025. Â On JuneÂ 18, 2024, our subsidiary White Claw Colorado City, LLC (â€œWCCCâ€), entered into a supplement (â€œSupplement No. 3â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant equipment is constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $683,000, or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease payments, our material obligation under Supplement No. 3, will commence in the first quarter of 2025. Â 42 Â Â Loan and Security Agreement and Issuance of Secured Promissory Note Â On OctoberÂ 31, 2024, Vivakor, Inc. (the â€œCompanyâ€), as the borrower, and certain of its subsidiaries, being Vivaventures Management Company, Inc., Vivaventures Oil Sands, Inc., Silver Fuels Delhi, LLC, White Claw Colorado City, LLC, Vivaventures Remediation Corporation, Vivaventures Energy Group, Inc., Endeavor Crude, LLC, and Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC, as guarantors (collectively, the â€œGuarantorsâ€ or â€œSubsidiariesâ€, as context requires), Cedarview Opportunities Master Fund LP, as the lender (the â€œLenderâ€); and Cedarview Capital Management, LLC, as the agent (the â€œAgentâ€), entered into a Loan and Security Agreement (the â€œLoan Agreementâ€). Â Pursuant to the Loan Agreement, the Company issued a secured promissory note (the â€œNoteâ€) in the principal amount of $3,670,160.77, and the Lenders agreed to provide such term loan to the Company (the â€œTerm Loanâ€) with maturity on OctoberÂ 31, 2025. On NovemberÂ 5 and 6, 2024, the Company received the net proceeds from the Term Loan less (i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated FebruaryÂ 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the â€œPrevious Cedarview Loanâ€). Â The amounts borrowed under the Loan Agreement will bear interest at a rate per annum of 22%. As a result, the Company will be obligated to make 12 equal monthly payments of $343,506.42 beginning NovemberÂ 30, 2024. Â In the event of any prepayment, the Company shall pay a prepayment premium in the amount of ten percent (10%) of the balance of the Term Loan outstanding prior to such prepayment. Notwithstanding the foregoing, if and when the Company raises in the aggregate $10,000,000 or more from the sale of its equity in sales (other than in connection with any acquisition, merger, or like transaction), the Company shall immediately offer to prepay the entire outstanding balance of the Term Loan, which offer may be accepted or rejected by the Agent. Â The amounts borrowed pursuant to the terms of the Loan Agreement are secured by substantially all of the present and after-acquired assets of the Company and the Subsidiaries, except for certain after-acquired assets as provided by the Loan Agreement. Additionally, the Companyâ€™s obligations under the Loan Agreement are jointly and severally guaranteed by the Subsidiaries. Â The Loan Agreement contains customary representations, warranties and affirmative and negative financial and other covenants for a loan of this type. The closing was subject to customary closing conditions. Â In connection with the Loan Agreement, and as additional consideration for the Lender agreeing to loan funds to the Company thereunder, the Company issued an irrevocable letter to its transfer agent (the â€œTransfer Agentâ€) to reserve 3,000,000 shares of the Companyâ€™s common stock (the â€œCollateral Securitiesâ€) until the Term Loan is repaid in full. In the event the Term Loan is not paid in full by the Maturity Date, the Agent may instruct the Transfer Agent to issue the Collateral Securities to the Agent, which the Agent may then sell until such time the amounts due under the Term Loan are repaid in full, after which any shares of Collateral Securities remaining shall be returned to the Company. Â As a result of the Term Loan, and the use of proceeds of the Term Loan, the Previous Cedarview Loan has been paid in full and the irrevocable letter to the transfer agent regarding the Previous Cedarview Loan has been withdrawn. Â This section contains only a brief description of the material terms of the Cedarview Loan and Security Agreement, and ancillary documents, and does not purport to be a complete description of, the rights and obligations of the parties to the agreements in connection with the Loan Agreement, and such description is qualified in its entirety by reference to the full text of the Loan Agreement and its exhibits, which are as Exhibits 4.1, 10.1, 10.2, 10.3 and 10.4 to our Amendment No. 1 to Current Report on Form 8-K/A filed on November 15, 2024. Â 43 Â Â Pilot Agreement Â In connection with the Closing of the Endeavor Entities on OctoberÂ 1, 2024, a certain Secured Promissory Note dated December 31, 2023, made by Meridian Equipment Leasing, LLC, as Borrower (â€œBorrowerâ€), to the order of Pilot OFS Holdings LLC, as Lender (â€œLenderâ€), in the original principal amount of $12,500,000.00 USD plus the sum of $500,000 (the â€œNoteâ€) will be contained in our consolidated financial statements going forward. On October 1, 2024 the parties entered into a Letter Agreement regarding the Secured Promissory Note and related Loan Documents, which stipulates and agrees to the amount outstanding pursuant to a certain AR Assignment (also acquired through the close of the Endeavor Entities) is equal to $2,910,574. Upon the full and final closing and initial funding of a revolving line of credit, Borrower shall cause to be paid to Lender the outstanding AR balance of $2,910,574, plus interest at a rate of one and one-half percent (1.5%) per month on all amounts outstanding from July 1, 2024 through the date of repayment, no later than the close of business two (2) business days thereafter. Borrower shall also cause to be paid $57,750, representing all amounts currently due and owing under the Truck Yard Leases (as defined below), all of which is stipulated and agreed to in exchange for the Lender entering into an amended secured promissory note that extends the maturity date of the loans to December 31, 2024, and the agree that the Truck Yard Leases are considered terminated effective as of September 30, 2024, which includes (a) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 306 E. Greene St., Carlsbad, New Mexico 88220, as amended, (b) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 2260 US 181, Hobson, Texas 78117, as amended, and (c) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 620 S CR 153, Kenedy, Texas 78119, as amended (collectively, the "Truck Yard Leases"). Â This section contains only a brief description of the material terms of the,Pilot Agreements and does not purport to be a complete description of, the rights and obligations of the parties to the agreements in connection with the Pilot Agreement, and such description is qualified in its entirety by reference to the full text of the Pilot Agreement and its exhibits, which are filed herewith as Exhibits 10.35, 10.36, and 10.37. Â Meridian Equipment Leasing Lease Agreement Â On October 29, 2024, our subsidiary Meridian Equipment Leasing LLC (â€œMELâ€), which subsidiary was acquired on October 1, 2024 in the acquisition of the Endeavor Entities, entered into a supplement (â€œSupplement No. 21â€) to an existing Master Agreement (the â€œMaster Agreementâ€) with Maxus Capital Group, LLC (â€œMaxusâ€). Under Supplement No. 21, Maxus agreed to finance approximately $1.5 million for the build-out of a pipeline at our acquired pipeline facility in Oklahoma. Once the pipeline is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 21. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $41,522 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $484,111 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the firstÂ quarter of 2025. Â Agile Â Upon the Closing of our acquisition of the Endeavor Entities, a certain Subordinated Business Loan and Security Agreement by and between Agile Capital Funding, LLC and Agile Lending, LLC (the lenders and Endeavor Crude, LLC, Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC (the borrowers) dated September 27, 2024 (the â€œAgile Agreementâ€) will be contained in our consolidated financial statements going forward. Under the Agile Agreement, the listed borrowers received $1,420,000 in October 2024. Â This section contains only a brief description of the material terms of the,Agile Agreements and does not purport to be a complete description of, the rights and obligations of the parties to the agreements in connection with the Agile Agreement, and such description is qualified in its entirety by reference to the full text of the Agile Agreement, which is filed herewith as Exhibit 10.44. Â White Claw Crude, LLC Â During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with White Claw Crude, LLC (â€œWC Crudeâ€). Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. Â 44 Â Â ITEM 6. EXHIBITS Â EXHIBIT INDEX Â ExhibitÂ No. Â Exhibit Description Â Form Â Date Â Number Â Herewith 2.1 Â Agreement and Plan of Merger dated February 26, 2024 by and among Vivakor, Inc., Empire Energy Acquisition Corp., and Empire Diversified Energy, Inc. Â 8-K Â 3/1/24 Â 2.1 Â Â 2.2 Â Membership Interest Purchase Agreement dated as of March 21, 2024, by and among the Registrant, Jorgan Development, LLC and JBAH Holdings LLC re Endeavor Entities Â 8-K Â 10/7/24 Â 2.1 Â Â 3.1 Â Certificate of Amendment to Amended and Restated Articles of Incorporation, filed with the Secretary of State of the State of Nevada on JanuaryÂ 5, 2024 Â 8-K Â 1/11/24 Â 3.1 Â Â 3.2 Â Form of Certificate of Designation-Series A Preferred Stock Â 8-K Â 10/7/24 Â 3.1 Â Â 4.1 Â Vivakor, Inc. Promissory Note dated February 5, 2024, in the principal amount of $3,000,000 issued to Cedarview Opportunities Master Fund LP Â 8-K Â 2/12/24 Â 4.1 Â Â 4.2 Â Form of Convertible Promissory Note Issued by Vivakor, Inc. in July 2024 Â 8-K Â 7/11/24 Â 4.1 Â Â 4.3 Â Vivakor, Inc. Promissory Note dated October 31, 2024, in the principal amount of $3,670,160.77 issued to Cedarview Opportunities Master Fund LP Â 8-K/A Â 11/15/24 Â 4.1 Â Â 4.4 Â Promissory Note issued by Meridian Equipment Leasing, LLC to B1Bank dated November 12, 2020 in the principal amount of $12,275,000 Â Â Â Â Â Â * 10.1* Â Vivakor, Inc. 2023 Equity and Incentive Plan Â S-8 Â 2/9/24 Â 99.1 Â Â 10.2 Â Loan and Security Agreement dated February 5, 2024, by and among Vivakor, Inc., as borrower, subsidiaries of Vivakor, Inc., as guarantors, the lenders party thereto, and Cedarview Opportunities Master Fund LP, as agent for the lenders Â 8-K Â 2/12/24 Â 10.1 Â Â 10.3 Â Pledge Agreement dated February 5, 2024, by and among Vivakor, Inc., each of Vivakor, Inc.â€™s subsidiaries party thereto and Cedarview Opportunities Master Fund LP, as agent for the lenders Â 8-K Â 2/12/24 Â 10.2 Â Â 10.4 Â Guaranty dated February 5, 2024, by and among subsidiaries of Vivakor, Inc. and Cedarview Opportunities Master Fund LP Â 8-K Â 2/12/24 Â 10.3 Â Â 10.5 Â Security Agreement dated February 5, 2024, between Vivakor, Inc., and Cedarview Opportunities Master Fund LP Â 8-K Â 2/12/24 Â 10.4 Â Â 10.6 Â Form of Parent Voting and Support Agreement re Empire Merger Agreement Â 8-K Â 3/1/24 Â 10.1 Â Â 10.7 Â Form of Empire Voting and Support Agreement re Empire Merger Agreement Â 8-K Â 3/1/24 Â 10.2 Â Â 10.8 Â Form of Lock-Up Agreement re Empire Merger Agreement Â 8-K Â 3/1/24 Â 10.3 Â Â 10.9 Â Form of Escrow Agreement re Empire Merger Agreement Â 8-K Â 3/1/24 Â 10.4 Â Â 10.10 Â Form of Lockup Agreement re Endeavor MIPA Â 8-K Â 10/7/24 Â 10.3 Â Â 10.11 Â Net Working Capital Sample Calculation re Endeavor MIPA Â 8-K Â 3/25/24 Â 10.2 Â Â 10.12 Â Form of First Amended and Restated Master Netting Agreement re Endeavor MIPA Â 8-K Â 10/7/24 Â 10.4 Â Â 10.13 Â Convertible Promissory Note dated March 29, 2024 with Keke Mingo Â 8-K Â 4/12/24 Â 4.1 Â Â 10.14* Â Executive Employment Agreement by and between Vivakor, Inc. and Tyler Nelson dated June 13, 2024 Â 8-K Â 6/18/24 Â 10.1 Â Â 10.15* Â Settlement Agreement by and between Vivakor, Inc. and Tyler Nelson dated June 13, 2024 Â 8-K Â 6/18/24 Â 10.2 Â Â 10.16 Â Form of Promissory Note Issued to Tyler Nelson dated June 13, 2024 Â 8-K Â 6/18/24 Â 10.3 Â Â 10.17 Â Form of Stock Option Issued to Tyler Nelson dated June 13, 2024 Â 8-K Â 6/18/24 Â 10.4 Â Â 10.18 Â Director Agreement, by and between Vivakor, Inc. and Michael Thompson, dated June 3, 2024 Â 8-K Â 6/7/24 Â 10.1 Â Â 10.19* Â Executive Employment Agreement by and between Vivakor, Inc. and Patrick Knapp dated June 26, 2024 Â 8-K Â 7/2/24 Â 10.1 Â Â Â 45 Â Â ExhibitÂ No. Â Exhibit Description Â Form Â Date Â Number Â Herewith 10.20 Â Consulting Agreement with 395 Group, LLC Â 8-K Â 7/11/24 Â 10.1 Â Â 10.21 Â Supplement No. 3 dated June 18, 2024 to Master Agreement by and between Silver Fuels Delhi, LLC, Jorgan Development, LLC and Maxus Capital Group, LLC dated March 17, 2020 Â 10-Q Â 8/16/24 Â 10.21 Â Â 10.22 Â Securities Purchase Agreement dated July 26, 2024, by and between the Company and James K. Granger, as Buyer Â 8-K Â 8/1/24 Â 10.4 Â Â 10.23 Â Securities Purchase Agreement dated August 28, 2024 by and between the Company and E-Starts, as Buyer Â 8-K Â 9/11/24 Â 10.1 Â Â 10.24* Â Form of Executive Employment Agreement dated October 1, 2024, by and between Vivakor Administration, LLC, as Company, and Russ Shelton, as Executive Â 8-K Â 10/7/24 Â 10.1 Â Â 10.25* Â Form of Side Letter for Additional Compensation by and between Ballengee Holdings, LLC, and Russ Shelton Â Â 8-K Â Â 10/7/24 Â Â 10.2 Â Â 10.26 Â Form Transition Services Agreement for Endeavor MIPA Â 8-K Â 10/7/24 Â 10.5 Â Â 10.27 Â Form of Repair & Maintenance Subscription Agreement Â 8-K Â 10/7/24 Â 10.6 Â Â 10.28 Â Form of Assignment of Membership Interest Â 8-K Â 10/7/24 Â 10.7 Â Â 10.29 Â Form of Employment Agreement for Vice President, Marketing Â 8-K Â 11/15/24 Â 10.1 Â Â 10.30 Â Executive Employment Agreement dated effective October 1, 2024, by

and between Vivakor Administration, LLC, as Company, and Jeremy Gamboa, as Executive Â 8-K Â 11/15/24 Â 10.1 Â Â 10.31 Â Loan and Security Agreement dated October 31, 2024, by and among Vivakor, Inc., as borrower, and Cedarview Capital Management, LLC, as agent, et al. Â 8-K Â 11/7/24 Â 10.1 Â Â 10.32 Â Pledge Agreement dated October 31, 2024, by and among Vivakor, Inc., each of Vivakor, Inc.â€™s subsidiaries party thereto and Cedarview Capital Management, LLC, as agent for the lenders Â 8-K/A Â 11/15/24 Â 10.2 Â Â 10.33 Â Guaranty dated October 31, 2024, by and among certain subsidiaries of Vivakor, Inc. and Cedarview Capital Management, LLC Â 8-K/A Â 11/15/24 Â 10.3 Â Â 10.34 Â Security Agreement dated October 31, 2024, between Vivakor, Inc., certain of its subsidiaries and Cedarview Opportunities Master Fund LP Â 8-K/A Â 11/15/24 Â 10.4 Â Â 10.35 Â Purchase and Sale Agreement by and between Pilot OFS Holdings, LLC and Meridian Equipment Leasing, LLC dated December 22, 2023 Â Â Â Â Â Â Â * 10.36 Â Letter Agreement regarding Secured Promissory Note and related Loan Documents by and between Pilot OFS and Meridian Equipment Leasing, LLC dated October 1, 2024 Â Â Â Â Â Â Â * 10.37 Â First Amended and Restated Secured Promissory Note issued by Meridian Equipment Leasing, LLC to Pilot OFS Holdings, LLC in the principal amount of $13,000,000 Â Â Â Â Â Â Â * 10.38 Â Amended and Restated Secured Promissory Note issued by Meridian Equipment Leasing, LLC to Pilot OFS Holdings, LLC in the principal amount of $1,500,000 Â Â Â Â Â Â Â * 10.39 Â Security Agreement, Financing Statement and Assignment of Collateral by and between Meridian Equipment Leasing, LLC and Pilot OFS Holdings, LLC dated DecemberÂ 31, 2023 Â Â Â Â Â Â Â * 10.40 Â Pledge Agreement by and between Meridian Equipment Leasing, LLC and Pilot OFS Holdings, LLC dated December 31, 2023 Â Â Â Â Â Â Â * 10.41 Â Master Lease Agreement by and between Maxus Capital Group, LLC and Meridian Equipment Leasing, LLC dated December 28, 2021 Â Â Â Â Â Â Â * 10.42 Â Form of Schedule to Master Lease Agreement by and between Maxus Capital Group, LLC and Meridian Equipment Leasing, LLC Â Â Â Â Â Â Â * Â 46 Â Â ExhibitÂ No. Â Exhibit Description Â Form Â Date Â Number Â Herewith 10.43 Â Amended Loan Authorization and Agreement by and between U.S. Small Business Association and Meridian Transport, LLC dated April 18, 2022 in the amount of $500,000 Â Â Â Â Â Â Â * 10.44 Â Business Loan, Guaranty and Security Agreement by and between Agile Lending, LLC and Endeavor Crude, LLC and its subsidiaries dated September 27, 2024 Â Â Â Â Â Â Â * 10.45 Â Merchant Cash Advance Agreement by and between Curve Capital LLC and Endeavor Crude, LLC dated March 14, 2024 Â Â Â Â Â Â Â * 10.46 Â Station Throughput Agreement by and between Silver Fuels Processing, LLC, Posse Wasson, LLC, Posse Monroe, LLC and White Claw Crude, LLC dated January 1, 2024 Â Â Â Â Â Â Â * 10.47 Â Station Throughput Agreement by and between CPE Midcon Gatherin, LLC and White Claw Crude, LLC dated January 1, 2024 Â Â Â Â Â Â Â * 10.48 Â Trucking Transport Agreement by and between Endeavor Crude, LLC and White Claw Crude, LLC dated January 1, 2023 Â Â Â Â Â Â Â * 10.49 Â Station Throughput Agreement by and between CPE Midcon Gatherin, LLC and White Claw Crude, LLC dated July 1, 2023 Â Â Â Â Â Â Â * 10.50 Â Business Manager Agreement by and between b1Bank and Endeavor Crude, LLC dated January 6, 2023 Â Â Â Â Â Â Â * 10.51 Â Loan and Security Agreement by and between B1Bank and Meridian Equipment Leasing, LLC, et al dated November 12, 2020 Â Â Â Â Â Â Â * 10.52 Â Deed of Trust, Security Agreement, Assignment of Leases, Assignment of Rents and Financing Statement by and between B1Bank and Meridian Equipment Leasing, LLC, et al dated NovemberÂ 12, 2020 Â Â Â Â Â Â Â * 10.53 Â Trucking Transport Agreement Addendum by and between Endeavor Crude, LLC and White Claw Crude, LLC dated January 1, 2024 Â Â Â Â Â Â Â * 10.54 Â First Amendment to Crude Oil Gathering and Dedication Agreement by and between CPE Midcon Gathering, LLC and Continental Resources, Inc. dated July 13, 2018 Â Â Â Â Â Â Â * 10.55 Â Motor Carrier Services Agreement by and between Bonanza Creek Energy Operating Company, LLC, et al and Endeavor Crude, LLC dated May 21, 2023 Â Â Â Â Â Â Â * 10.56 Â Lease Agreement by and between Basin Housing Ventures, LLC and Equipment Transport, LLC Â Â Â Â Â Â Â * 10.57 Â Sales Agreement by and between White Claw Crude, LLC and Silver Fuels Delhi, LLC dated July 1, 2024 Â Â Â Â Â Â Â * 10.58 Â Repair & Maintenance Subscription Plan by and between Horizon Truck & Trailer, LLC and Meridian Equipment Leasing, LLC dated October 1, 2024 Â Â Â Â Â Â Â * 10.59 Â Schedule No. 4 dated August 9, 2024, 2024 to Master Agreement by and between White Claw Colorado City, LLC and Jorgan Development, LLC (as Co-Lessors) and Maxus Capital Group, LLC dated December December 28, 2021 Â Â Â Â Â Â Â * 31.1 Â Certification of Principal Executive Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to SectionÂ 302 of the Sarbanes-Oxley Act of 2002 Â Â Â Â Â Â Â Filed 31.2 Â Certification of Principal Financial Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to SectionÂ 302 of the Sarbanes-Oxley Act of 2002 Â Â Â Â Â Â Â Filed 32.1 Â Certification of Principal Executive Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002 Â Â Â Â Â Â Â Furnished** 32.2 Â Certification of Principal Financial Officer, pursuant to 18 U.S.C. 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002 Â Â Â Â Â Â Â Furnished** 101.INS Â Inline XBRL Instance Document Â Â Â Â Â Â Â Filed 101.SCH Â Inline XBRL Taxonomy Extension Schema Document Â Â Â Â Â Â Â Filed 101.CAL Â Inline XBRL Taxonomy Extension Calculation Linkbase Document Â Â Â Â Â Â Â Filed 101.DEF Â Inline XBRL Taxonomy Extension Definition Linkbase Document Â Â Â Â Â Â Â Filed 101.LAB Â Inline XBRL Taxonomy Extension Label Linkbase Document Â Â Â Â Â Â Â Filed 101.PRE Â Inline XBRL Taxonomy Extension Presentation Linkbase Document Â Â Â Â Â Â Â Filed 104 Â Cover Page Interactive Data File (formatted in IXBRL, and included in exhibit 101). Â Â Â Â Â Â Â Â Â Â * Management contract or compensatory plan or arrangement. ** These exhibits are being furnished rather than filed and shall not be deemed incorporated by reference into any filing, in accordance with Item 601 of Regulation S-K. Â 47 Â Â SIGNATURES Â Pursuant to the requirements of SectionÂ 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. Â VIVAKOR, INC. Â Â Â By: /s/ James Ballengee Â Â James Ballengee Â Â Chief Executive Officer (Principal Executive Officer) Â Â Â Â Date: NovemberÂ 19, 2024 Â Â Â VIVAKOR, INC. Â Â Â By: /s/ Tyler Nelson Â Â Tyler Nelson Â Â Chief Financial Officer (Principal Financial and Accounting Officer) Â Â Â Â Date: NovemberÂ 19, 2024 Â Â 48 EX-4.4 2 vivakor_ex4-4.htm EXHIBIT 4.4 Â Exhibit 4.4 Â B1BANK â€“ LOAN NO. Â PROMISSORY NOTE Â $12,275,000.00 NOVEMBERÂ 12, 2020 Â FOR VALUE RECEIVED, MERIDIAN EQUIPMENT LEASING LLC, a Texas limited liability company (â€œDebtorâ€), unconditionally promises to pay to the order of B1BANK, a Louisiana banking corporation (together with its successors and assigns, â€œLenderâ€), without setoff, at its offices at 5220 Spring Valley Road, Suite 100, Dallas (Dallas County), TX 75254, or at such other place as may be designated in writing by Lender, the principal amount of TWELVE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO100 DOLLARS ($12,275,000.00), or so much thereof as may be advanced from time to time in immediately available funds, together with interest computed daily on the outstanding principal balance hereunder, at an annual interest rate (the â€œRateâ€), and in accordance with the payment schedule indicated below. This PROMISSORY NOTE (this â€œNoteâ€) is executed pursuant to and evidences the Loan funded by Lender under, and secured in part by, that certain LOAN AND SECURITY AGREEMENT dated as of even date herewith (the â€œEffective Dateâ€), between Debtor, White Claw, Grantor and Lender (as amended, restated or otherwise modified from time to time, the â€œLoan Agreementâ€), to which reference is made for a statement of the collateral, rights and obligations of Debtor and Lender in relation thereto, but neither this reference to the Loan Agreement, nor any provision thereof shall affect or impair the absolute and unconditional obligation of Debtor to pay unpaid principal of and interest on this Note when due. Capitalized terms not otherwise defined herein shall have the same meanings as in the Loan Agreement. Â 1.Â Rate. Prior to the Maturity Date or an Event of Default, the Rate shall be the LESSER of (a) the MAXIMUM RATE, or (b) the LIBOR RATE plus THREE PERCENT (3.00%) (the â€œRate Marginâ€). From and after the Maturity Date, the Rate shall be the Maturity Rate. As used herein, the term â€œLIBOR Rateâ€ shall mean, on any applicable date of determination, the London Interbank Offered Rate of interest per annum as published on that date on the website of http://online.wsj.com/public/us as the current â€œLibor 1 Month Rateâ€. On days when http://online.wsj.com/public/us does not publish the current Libor 1 Month Rate, the LIBOR Rate will be the most recently published Libor 1 Month Rate on http://online.wsj.com/public/us.Â In the event http://online.wsj.com/public/us shall cease to exist or shall cease to publish a current Libor 1 Month Rate, then the LIBOR Rate will be the 1 Month London Interbank Offered Rate of interest per annum as quoted from ICE Benchmark Administration Limited Interest Settlement Rates, or any successor thereto or replacement thereof; provided that if no such successor or replacement shall exist at such time, the LIBOR Rate shall be determined by any other source selected by Lender in its Permitted Discretion that reflects an alternative index rate designated by Lender from time to time, as quoted for U.S. Dollars. Commencing on the Effective Date and continuing through the Maturity Date, the LIBOR Rate shall be determined on the FIRST (1st) day of each calendar month and shall be fixed for such calendar month. In the event the Effective Date is a date other than the FIRST (1st) day of a calendar month, then the LIBOR Rate in effect from the Effective Date until the day immediately prior to the FIRST (1st) day of the next succeeding calendar month shall be the LIBOR Rate in effect as of the Effective Date. Any change in the Rate resulting from an adjustment of the LIBOR Rate on the FIRST (1st) day of each calendar month or any change in the Maximum Rate in effect from day to day shall be effective without notice to Debtor (which notice of change in the applicable Rate is hereby expressly waived by Debtor) on the same date as the change in the Rate. Â (a)Â If Lender notifies Debtor that rates obtained by Lender in or through the London interbank market do not adequately reflect Lenderâ€™s own funding costs, then Lender may substitute another rate based on an index chosen by Lender in its Permitted Discretion which index used to determine such rate shall be consistent with the index used by Lender in determining rates for its other similarly situated borrowers and add the Rate Margin to that, and Debtor will pay interest at a rate per year equal to the sum of such index rate plus the Rate Margin. The provisions of this Section shall apply to any such substituted total rate based on any such index, as fully as if such total rate were the LIBOR Rate. Â PROMISSORY NOTE â€“ PAGE 1 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (b)Â If any treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise by a central bank or fiscal authority (whether or not having the force of law) shall either prohibit or extend the time at which any principal subject to the LIBOR Rate, or corresponding deposits, may be purchased, maintained, or repaid, all as determined by Lender in its Permitted Discretion, then Lender may substitute another index rate chosen by Lender in its Permitted Discretion which index used to determine such rate shall be consistent with the index used by Lender in determining rates for its other similarly situated borrowers and add the Rate Margin to that, and Debtor will pay interest at a rate per year equal to the sum of such index rate plus the Rate Margin. The provisions of this Section shall apply to any such substituted total rate based on any such index, as fully as if such total rate were the LIBOR Rate. Â (c)Â All payments of principal and interest shall be made without reduction for any taxes (other than income or withholding taxes imposed by the United States or any State thereof on payments hereunder or imposed by any taxing jurisdiction on the income of Lender), costs, fees, losses and expenses incurred or charged by Lender resulting from having principal outstanding hereunder at the LIBOR Rate, including: Â (i)Â Taxes (or the withholding of amounts for taxes) of any nature whatsoever including income, excise, and interest equalization taxes (other than income or withholding taxes imposed by the United States or any State thereof on payments hereunder or imposed by any taxing jurisdiction on the income of Lender), as well as all levies, imposts, duties, or fees whether now in existence or resulting from a change in, or promulgation of, any treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise, by a central bank or fiscal authority (whether or not having the force of law) or a change in the basis of, or time of payment of, such taxes and other amounts resulting therefrom; Â (ii)Â To the extent not included within the definition of LIBOR Rate, any reserve or special deposit requirements against assets or liabilities of, or deposits with or for the account of, Lender with respect to principal outstanding at the LIBOR Rate (including those imposed under Regulation D of the Federal Reserve Board) or resulting from a change in, or the promulgation of, such requirements by treaty, statute, regulation, interpretation thereof, or any directive, guideline, or otherwise by a central bank or fiscal authority (whether or not having the force of law); and Â (iii)Â Any other costs resulting from compliance with treaties, statutes, regulations, interpretations, or any directives or guidelines, or otherwise by a central bank or fiscal authority (whether or not having the force of law). Â Notwithstanding any provision of this Note or any other agreement or commitment between Debtor and Lender, whether written or oral, express or implied, Lender shall never be entitled to charge, receive or collect, nor shall amounts received hereunder be credited so that Lender shall be paid, as interest a sum greater than interest at the Maximum Rate. It is the intention of Lender and Debtor that this Note, and all instruments securing the payment of this Note or executed or delivered in connection therewith, shall comply with applicable law. If Lender ever contracts for, charges, receives or collects anything of value which is deemed to be interest under applicable law, and if the occurrence of any circumstance or contingency, whether acceleration of maturity of this Note, prepayment of this Note, delay in advancing proceeds of this Note or any other event, should cause such interest to exceed the Maximum Rate, any amount which exceeds interest at the Maximum Rate shall be applied to the reduction of the unpaid principal balance of this Note or any other Indebtedness, and if this Note and such other Indebtedness are paid in full, any remaining excess shall be paid to Debtor. In determining whether the interest exceeds interest at the Maximum Rate, the total amount of interest shall be spread, prorated and amortized throughout the entire term of this Note until its payment in full. The term â€œMaximum Rateâ€ as used in this Note means the maximum nonusurious rate of interest per annum permitted by whichever of applicable United States federal law or Texas law permits the higher interest rate, including to the extent permitted by applicable law, any amendments thereof hereafter or any new law hereafter coming into effect to the extent a higher Maximum Rate is permitted thereby. If at any time the Rate shall exceed the Maximum Rate, the Rate shall be automatically limited to the Maximum Rate until the total amount of interest accrued hereunder equals the amount of interest which would have accrued if there had been no limitation to the Maximum Rate. To the extent, if any, that Chapter 303 of the Texas Finance Code, as amended (the â€œActâ€), is relevant to Lender for purposes of determining the Maximum Rate, Lender and Debtor elect to determine the Maximum Rate under the Act pursuant to the â€œweekly ceilingâ€ from time to time in effect, as referred to and defined in Â§303.001-303.016 of the Act; subject, however, to any right Lender subsequently may have under applicable law to change the method of determining the Maximum Rate. Â PROMISSORY NOTE â€“ PAGE 2 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 2.Â Accrual Method. Interest on the Indebtedness evidenced by this Note shall be computed on the basis of a THREE HUNDRED SIXTY (360) day year and shall accrue on the actual number of days elapsed for any whole or partial month in which interest is being calculated. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to the close of business on the Business Day received as provided herein. Â 3.Â Payment Schedule. Except as expressly provided herein to the contrary, all payments on this Note shall be applied in the following order of priority: (a) the payment of accrued but unpaid interest hereon, (b) the payment of all or any portion of the principal balance hereof then outstanding hereunder, in the direct order of maturity, and (c) the payment or reimbursement of any expenses, costs or obligations (other than the outstanding principal balance hereof and interest hereon) for which either Debtor shall be obligated or Lender shall be entitled pursuant to the provisions of this Note or the other Loan Documents,. If an Event of Default exists, then Lender may, at the sole option of Lender, apply any such payments, at any time and from time to time, to any of the items specified in clauses (a), (b) or (c) above without regard to the order of priority otherwise specified herein and any application to the outstanding principal balance hereof may be made in either direct or inverse order of maturity. If any payment of principal or interest on this Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. Â (a)Â Deferral of Interest. Interest due on the Loan is deferred for a period of TWELVE (12) months; provided that during such period, interest shall be capitalized (added to principal) on NOVEMBERÂ 12, 2021. Thereafter, interest shall be due and payable monthly beginning on DECEMBER 12, 2021 and on the same day of each calendar month thereafter (and if no such date exists in a calendar month on the LAST day of such calendar month) until the Maturity Date. Â (b) Principal Payments. Principal payments are deferred for a period of TWENTY-FOUR (24) months and thereafter are due and shall be paid as follows: Â (i)Â On NOVEMBER 12, 2023, the amount equal to FIFTEEN PERCENT (15.00%) of the original principal amount of the Note, plus FIFTEEN PERCENT (15%) of any capitalized interest; Â (ii)Â On NOVEMBER 12, 2024, the amount equal to FIFTEEN PERCENT (15.00%) of the original principal amount of the Note, plus FIFTEEN PERCENT (15%) of any capitalized interest; and Â (iii)Â A final payment of all outstanding principal and interest, together with such other amounts as shall then be due and owing from Debtor to Lender under the Loan on the EARLIER of (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; or (ii) NOVEMBER 12, 2025 (the EARLIER of such dates being the â€œMaturity Dateâ€). Â All payments of principal and interest are due and payable without notice, demand, setoff or counterclaim. Lender is under no obligation to refinance the final payment at maturity. Amounts repaid may not be re-borrowed. Lenderâ€™s records of the amounts borrowed and accrued and unpaid interest thereon from time to time shall be conclusive proof thereof absent manifest error. Each Advance hereunder shall be subject to the terms and conditions set forth in the Loan Agreement. Â 4.Â Delinquency Charge. In the event any installment owing under this Note (other than on the Maturity Date), or any part thereof, remains unpaid for TEN (10) or more days past the due date thereof as provided above, Debtor shall pay to Lender, in addition to any other amounts to which Lender may be entitled hereunder, a reasonable late payment fee equal to FIVE PERCENT (5.00%) of the amount of said installment, which amount is stipulated by Debtor to be reasonable in order to compensate Lender for its additional costs incurred as a result of having to attend to such delinquency. This late charge should be paid only once as to such amount as is due and owing, but promptly, as to each respective late payment. It is further agreed that the imposition of any such late payment fee shall in no way prejudice or limit Lenderâ€™s rights or remedies against Debtor under this Note or any of the other Loan Documents. In the event any check or other payment item used to

make a payment to Lender is dishonored for any reason, Debtor shall pay to Lender, in addition to any other amounts to which Lender may be entitled hereunder, a reasonable processing fee of THIRTY AND NO/100 DOLLARS ($30.00) (or the maximum amount provided from time to time in SectionÂ 3.506(b) of the Texas Business and Commerce Code). This processing fee should be paid once with respect to each dishonor of a check or other payment item. It is further agreed that the imposition of any such processing fee shall in no way prejudice or limit Lenderâ€™s rights or remedies against Debtor under this Note or any of the other Loan Documents. Â PROMISSORY NOTE â€“ PAGE 3 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 5.Â Waivers, Consents and Covenants. DEBTOR, ANY INDORSER OR GUARANTOR HEREOF, OR ANY OTHER PARTY HERETO (INDIVIDUALLY AN â€œOBLIGORâ€ AND COLLECTIVELY â€œOBLIGORSâ€) AND EACH OF THEM JOINTLY AND SEVERALLY: (A) WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF DEMAND, NOTICE OF INTENT TO ACCELERATE, NOTICE OF ACCELERATION OF MATURITY, NOTICE OF PROTEST, NOTICE OF NONPAYMENT, NOTICE OF DISHONOR, AND ANY OTHER NOTICE REQUIRED TO BE GIVEN UNDER THE LAW TO ANY OBLIGOR IN CONNECTION WITH THE DELIVERY, ACCEPTANCE, PERFORMANCE, DEFAULT OR ENFORCEMENT OF THIS NOTE, ANY INDORSEMENT OR GUARANTY OF THIS NOTE, OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS NOW OR HEREAFTER EXECUTED IN CONNECTION WITH ANY OBLIGATION OF DEBTOR TO LENDER; (B) CONSENTS TO ALL DELAYS, EXTENSIONS, RENEWALS OR OTHER MODIFICATIONS OF THIS NOTE OR THE LOAN DOCUMENTS AS MAY BE AGREED IN WRITING BY DEBTOR AND LENDER, OR WAIVERS OF ANY TERM HEREOF OR OF THE LOAN DOCUMENTS, OR RELEASE OR DISCHARGE BY LENDER OF ANY OBLIGORS, OR RELEASE, SUBSTITUTION OR EXCHANGE OF ANY SECURITY FOR THE PAYMENT HEREOF, OR THE FAILURE TO ACT ON THE PART OF LENDER, OR ANY INDULGENCE SHOWN BY LENDER (WITHOUT NOTICE TO OR FURTHER ASSENT FROM ANY OBLIGORS); (C) AGREES THAT NO SUCH ACTION, FAILURE TO ACT OR FAILURE TO EXERCISE ANY RIGHT OR REMEDY BY LENDER SHALL IN ANY WAY AFFECT OR IMPAIR THE OBLIGATIONS OF ANY OBLIGORS OR BE CONSTRUED AS A WAIVER BY LENDER OF, OR OTHERWISE AFFECT, ANY OF LENDERâ€™S RIGHTS UNDER THIS NOTE, UNDER ANY INDORSEMENT OR GUARANTY OF THIS NOTE OR UNDER ANY OF THE LOAN DOCUMENTS; AND (D) AGREES TO PAY, ON DEMAND, ALL REASONABLE COSTS AND EXPENSES OF COLLECTION OR DEFENSE OF THIS NOTE OR OF ANY INDORSEMENT OR GUARANTY HEREOF AND/OR THE ENFORCEMENT OR DEFENSE OF LENDERâ€™S RIGHTS WITH RESPECT TO, OR THE ADMINISTRATION, SUPERVISION, PRESERVATION, OR PROTECTION OF, OR REALIZATION UPON, ANY PROPERTY SECURING PAYMENT HEREOF, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYâ€™S FEES, INCLUDING FEES RELATED TO ANY SUIT, MEDIATION OR ARBITRATION PROCEEDING, OUT OF COURT PAYMENT AGREEMENT, TRIAL, APPEAL, BANKRUPTCY PROCEEDINGS OR OTHER PROCEEDING, IN SUCH AMOUNT AS MAY BE DETERMINED REASONABLE BY ANY ARBITRATOR OR COURT, WHICHEVER IS APPLICABLE. Â 6. Prepayments. Â (a)Â Voluntary Prepayments. Prepayments may be made in whole or in part at any time without premium or penalty. All prepayments of principal shall be applied in the inverse order of maturity, or in such other order as Lender shall determine in its Permitted Discretion. Â (b)Â Mandatory Prepayments. If, on any date (such date, a â€œTrigger Dateâ€), the Board of Governors of the Federal Reserve System or a designee thereof has, after consultation with Lender, notified Lender in writing that Debtor has materially breached, made a material misrepresentation with respect to or otherwise failed to comply with certifications in SectionÂ 2 (CARES Act Borrower Eligibility Certifications and Covenants) or SectionÂ 3 (FRA and Regulation A Borrower Eligibility Certifications) of the Borrower Certifications and Covenants in any material respect or that any such certification has failed to be true and correct in any material respect, then Lender shall promptly so notify Debtor and Debtor, shall, no later than TWO (2) Business Days after such Trigger Date, prepay the Loan in full, along with any accrued and unpaid interest thereon. Â PROMISSORY NOTE â€“ PAGE 4 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 7.Â Remedies Upon Default. Upon the occurrence of an Event of Default the entire balance outstanding hereunder and all other obligations of any Obligor to Lender (however acquired or evidenced) shall, at the option of Lender, become immediately due and payable and any obligation of Lender to permit further borrowing under this Note shall immediately cease and terminate. From and after (a) an Event of Default, or (b) the Maturity Date (whether by acceleration or otherwise), the Rate on the unpaid principal balance of this Note shall be increased at Lenderâ€™s discretion up to the LESSER of (i) EIGHTEEN PERCENT (18.00%), or (ii) the MAXIMUM RATE (the â€œMaturity Rateâ€). The provisions herein for a Maturity Rate (a) shall not be deemed to extend the time for any payment hereunder or to constitute a â€œgrace periodâ€ giving Obligors a right to cure any default, and (b) shall be deemed the contract rate of interest applicable to the outstanding principal balance of the Note after the occurrence and during the continuance of one of the events set forth in this Section. At Lenderâ€™s option, any accrued and unpaid interest, fees or charges may, for purposes of computing and accruing interest on a daily basis after the due date of this Note or any installment thereof, be deemed to be a part of the principal balance, and interest shall accrue on a daily compounded basis after such date at the Maturity Rate provided in this Note until the entire outstanding balance of principal and interest is paid in full. Upon an Event of Default, Lender is hereby authorized at any time, at its option and without notice or demand, to set off and charge against any deposit accounts of any Obligor (as well as any money, instruments, securities, documents, chattel paper, credits, claims, demands, income and any other property, rights and interests of any Obligor), which at any time shall come into the possession or custody or under the control of Lender or any of its agents, affiliates or correspondents, any and all obligations due hereunder. Additionally, Lender shall have all rights and remedies available under each of the Loan Documents, as well as all rights and remedies available at law or in equity. Â 8.Â Waiver. The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lenderâ€™s rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; each such waiver shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of Obligors to Lender in any other respect at any other time. Â 9.Â Applicable Law. Debtor agrees that this Note shall be deemed to have been made in the State of Texas at Lenderâ€™s address indicated at the beginning of this Note and shall be governed by, and construed in accordance with, the laws of the State of Texas and is performable in the City and County of Texas indicated at the beginning of this Note. Â 10.Â Partial Invalidity. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of this Note or of the Loan Documents to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. Â 11.Â Binding Effect. This Note shall be binding upon and inure to the benefit of Obligors and Lender and their respective successors, assigns, heirs and personal representatives, provided, however, that no obligations of Obligors hereunder can be assigned without prior written consent of Lender. Â 12.Â Controlling Document. To the extent that this Note conflicts with or is in any way incompatible with any other document related specifically to the loan evidenced by this Note, this Note shall control over any other such document, and if this Note does not address an issue, then each other such document shall control to the extent that it deals most specifically with an issue. Â 13.Â Commercial Purpose. DEBTOR REPRESENTS TO LENDER THAT THE PROCEEDS OF THIS LOAN ARE TO BE USED PRIMARILY FOR BUSINESS, COMMERCIAL OR AGRICULTURAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. DEBTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD, AND AGREES TO BE BOUND BY, ALL TERMS AND CONDITIONS OF THIS NOTE. Â PROMISSORY NOTE â€“ PAGE 5 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 14.Â Collection. If this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceeding at law or in equity or in bankruptcy, receivership or other court proceedings, Debtor agrees to pay all costs of collection, including, but not limited to, court costs and reasonable attorneysâ€™ fees. Â 15.Â Time is of the Essence. Time is of the essence with respect to all provisions of this Note and the other Loan Documents. Â 16.Â Notice of Balloon Payment. At maturity (whether by acceleration or otherwise), Debtor must repay the entire principal balance of this Note and unpaid interest then due. Lender is under no obligation to refinance the outstanding principal balance of this Note (if any) at that time. Debtor will, therefore, be required to make payment out of other assets Debtor may own; or Debtor will have to find a lender willing to lend Debtor the money at prevailing market rates, which may be higher than the interest rate on the outstanding principal balance of this Note. If Obligors have guaranteed payment of this Note, Obligors may be required to perform under such guaranty. Â 17.Â Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OBLIGOR AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF LENDER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. EACH OBLIGOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT DEBTOR HAS BEEN INDUCED TO EXECUTE THIS NOTE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION. Â Â Â NOTICE OF FINAL AGREEMENT Â THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Â Â Â Â REMAINDER OF PAGE INTENTIONALLY LEFT BLANK Â PROMISSORY NOTE â€“ PAGE 6 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â EXECUTED as of the Effective Date. Â DEBTOR: Â ADDRESS: Â Â Â Â MERIDIAN EQUIPMENT LEASING LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â PROMISSORY NOTE â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC EX-10.35 3 vivakor_ex10-35.htm EXHIBIT 10.35 Â Exhibit 10.35 Â Execution Copy Â Â Â Â Â PURCHASE AND SALE AGREEMENT Â by and between Â PILOT OFS HOLDINGS LLC, AS SELLER Â and Â MERIDIAN EQUIPMENT LEASING, LLC, AS PURCHASER Â dated DecemberÂ 22, 2023 Â Â Â Â Â Â Â Â Â TABLE OF CONTENTS Â Â Â Page ARTICLE I. Â Â DEFINITIONS AND CONSTRUCTION Â 1 Â 1.1. Definitions Â 1 Â 1.2. Rules of Construction Â 12 Â Â Â Â Â ARTICLE II. Â Â PURCHASE AND SALE AND CLOSING Â 13 Â 2.1. Purchase and Sale Â 13 Â 2.2. Purchase Price Â 13 Â 2.3. Closing Â 13 Â 2.4. Closing Deliveries Â 13 Â 2.5. Net Working Capital Â 14 Â Â Â Â Â ARTICLE III. 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Seller and Purchaser are sometimes individually referred to herein as a â€œPartyâ€ and collectively as the â€œParties.â€ Â RECITALS Â WHEREAS, Seller owns all of the issued and outstanding limited liability company membership interests (the â€œCompany Interestsâ€) in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€); Â WHEREAS, the Company is a licensed, for-hire motor carrier, and truck transportation services provider; and Â WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell, and Purchaser desires to purchase, all of the Company Interests from Seller for the consideration specified in this Agreement. Â STATEMENT OF AGREEMENT Â NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: Â ARTICLE I. DEFINITIONS AND CONSTRUCTION Â 1.1.Â Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below: Â â€œ1933 Actâ€ means the Securities Act of 1933, as amended. Â â€œAccounting Principlesâ€ means, with respect to the calculation of any amount hereunder, that such amount was applied in a manner consistent with the principles, practices, assumptions, policies and methodologies used by the Company prior to the Closing Date in the preparation of the financial statements described in SectionÂ 4.8. Â â€œAffiliateâ€ means any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership or limited liability company, means direct or indirect ownership of at least fifty percent (50%) of the voting securities in such corporation or of the voting interest in such partnership or limited liability company. Notwithstanding the foregoing, for purposes of this Agreement, prior to Closing, Seller, the Company, and EmployeeCo shall not constitute an Affiliate of any Person and, from and after Closing, the Company and EmployeeCo shall constitute Affiliates of Purchaser. Notwithstanding anything contained in this Agreement or the Ancillary Agreements to the contrary, each member of PTC Group shall be deemed not to be an Affiliate of Seller, the Company, or EmployeeCo for any purposes. Â 1 Â Â â€œAgreementâ€ has the meaning given to it in the introduction to this Agreement. Â â€œAMI Agreementâ€ means an Area of Mutual Interest Agreement substantially and materially in the form and content set forth on Exhibit C hereto. Â â€œAncillary

Agreementsâ€ means the Closing Certificates, Assignment of Member Interest, the Purchaser Note, the AMI Agreement, the Transition Services Agreement, the Purchaser Leases, the Assignment of Accounts, the Security Agreement, the Pledge Agreement, the Guaranty, the Stock Pledge Agreement, and any and all additional agreements, certificates, documents and instruments that may be executed or delivered by any Party at or in connection with Closing, including those instruments and documents described in SectionÂ 2.4. Â â€œAssetsâ€ of any Person means all assets, rights, Claims, Contracts, interests, data, records and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person. Â â€œAssignment of Accountsâ€ means an instrument assigning and transferring all accounts receivable in excess of the First $1.5 and payable of the Company accrued prior to the Closing to Seller or a member of PTC Group, substantially and materially in the form and content set forth on Exhibit F. Â â€œAssignment of Member Interestâ€ means the Assignment of Member Interest by and between Seller and Purchaser, dated as of the Closing Date, in substantially the form attached hereto as Exhibit A, pursuant to which Seller assigns and transfers to Purchaser, and Purchaser accepts, the Company Interests. Â â€œBalance Sheet Dateâ€ has the meaning given to it in SectionÂ 4.8(a). Â â€œBenefit Planâ€ means (a) any â€œemployee benefit plan,â€ as such term is defined in SectionÂ 3(3) of ERISA plus any other contract for personal services, employee benefit agreement, program, plan or arrangement (whether written or unwritten), (b) any plan that would be an â€œemployee benefit planâ€ if it was subject to ERISA, such as foreign plans and plans for directors, (c) any equity bonus, equity ownership, equity option, equity purchase, equity appreciation rights, phantom equity, or other equity plan (whether qualified or nonqualified), (d) each bonus, deferred compensation or incentive compensation plan, (e) any severance, paid leave, health, welfare, life, disability, personal, vacation, holiday and sick or other leave policy or other fringe benefits or perquisites arrangement, (f) any other employee benefit plan, program or arrangement, and any employment, consulting, retention, change in control or compensation agreement or arrangement and (g) any other agreement or arrangement providing for employee or consultant compensation, remuneration or benefits of any kind, including a multiemployer plan, as that term is defined in SectionÂ 4001(a)(3) of ERISA. Â â€œBusiness Dayâ€ means a day other than Saturday, Sunday or any day on which banks located in Houston, Texas are authorized or obligated to close. Â â€œCarlsbad Yardâ€ means all that certain real property, permanent improvements, and fixtures located at 3006 E. Greene St., Carlsbad, New Mexico, 88220. Â â€œClaimâ€ means any demand, claim, action, suit, investigation, Proceeding (whether at law or in equity) or arbitration. Â 2 Â Â â€œClaim Noticeâ€ has the meaning given to it in SectionÂ 10.4(a). Â â€œClosingâ€ has the meaning given to it in SectionÂ 2.3. Â â€œClosing Certificatesâ€ means the officerâ€™s certificates referenced in SectionÂ 2.4. Â â€œClosing Dateâ€ means the date on which Closing occurs. Â â€œCodeâ€ means the Internal Revenue Code of 1986, as amended. Â â€œCompanyâ€ has the meaning given to it in the introduction to this Agreement. Â â€œCompany Benefit Planâ€ means each Benefit Plan maintained or sponsored by the Company or to which the Company has an obligation to contribute which is for the benefit of any current or former employee, director or service provider of or to the Company. Â â€œCompany Businessâ€ means the business conducted by the Company of providing truck transportation services for produced saltwater and oilfield waste products used or produced in connection with the production of Hydrocarbons; the ownership, operation, and leasing of the Trucking Assets; and other related commercial activities ancillary and incidental to the foregoing, as applicable, in each case, as such activities are currently conducted, subject to applicable agreed restrictions of the Company. Â â€œCompany Interestsâ€ has the meaning given to it in the recitals to this Agreement. Â â€œCompany LLC Agreementsâ€ means (a) that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of JuneÂ 29, 2012, including all amendments thereto, and (b) that certain Limited Liability Company Agreement of EmployeeCo, dated as of NovemberÂ 1, 2021, including all amendments thereto. Â â€œCompany Real Propertyâ€ means the Owned Real Property and Leased Real Property. Â â€œCompany Released Claim(s)â€ has the meaning set forth in SectionÂ 10.3(b). Â â€œConfidential Informationâ€ means (other than any Non-Confidential Information): Â (a)Â with respect to the obligations of Purchaser, any and all confidential, proprietary or otherwise non-public information that (i) has been disclosed to Purchaser on or prior to the Closing by Seller or any of its Representatives and (ii) pertains to Seller or any Affiliate (excluding the Company) or Representative of Seller (excluding the Company); and Â (b)Â with respect to the obligations of Seller, any and all confidential, proprietary or otherwise non-public information that (i) (x) became known by or was in the possession of Seller, any of its Affiliates or any of its Representatives on or prior to Closing and (y) pertains to the Company or the ownership or operation of its Assets or (ii) (x) has been disclosed to Seller on or prior to the Closing by Purchaser or any of its Representatives and (y) pertains to Purchaser or any Affiliate or Representative of Purchaser. Â â€œConsentâ€ means requirements for consents, Governmental Approvals or authorizations that are applicable in connection with the consummation of the Transactions. Â â€œContinuing Employeeâ€ has the meaning given to it in SectionÂ 6.6(a). Â 3 Â Â â€œContractâ€ means any legally binding written contract, agreement, instrument, lease, license, evidence of indebtedness for borrowed money, mortgage, indenture, purchase order, binding bid, letter of credit, security agreement or other legally binding arrangement. Â â€œData Roomâ€ means the secured website on which Seller has made information and documentation relating to the Company available to Purchaser and its Representatives prior to the Closing Date, located at: https://projectrhino.firmroom.com/rooms/project-rhino#/documents/folder/273053. Â â€œDirect Claimâ€ has the meaning given to it in SectionÂ 10.4(d). Â â€œEmployeeâ€ means the employees of EmployeeCo, assigned to perform work for and on behalf of the Company, as of the Closing Date, a list of whom is provided on ScheduleÂ 4.15(a). For purposes of this Agreement, the term â€œEmployeeâ€ specifically and expressly excludes any and all Persons defined as an â€œEmployeeâ€ for purposes of 49 C.F.R. Â§ 383.5 (2018). Â â€œEmployeeCoâ€ means ET EmployeeCo, LLC, f/k/a PWS EmployeeCo, LLC, a Delaware limited liability company. Â â€œEncumbranceâ€ means any Lien, option, title defect or deficiency in title, restriction (whether on voting, sale, transfer, disposition or otherwise), easement, and other encumbrance of any type and description, whether imposed by Law or other agreement. Â â€œEnvironmental Claimâ€ means any Claim or Loss arising out of or related to any violation of Environmental Law. Â â€œEnvironmental Lawâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Â§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Â§ 1251 et seq.; the Clean Air Act, 42 U.S.C. Â§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. Â§Â§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. Â§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Â§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. Â§Â§ 300f through 300j; and all similar Laws of any Governmental Authority having jurisdiction over the Assets in question addressing pollution or protection of the environment or human health and safety, each as amended on or prior to the Effective Date. Â â€œERISAâ€ means the Employee Retirement Income Security Act of 1974, as amended. Â â€œExcluded Assetsâ€ has the meaning set forth in SectionÂ 4.20. Â â€œFalls City Yardâ€ means all that certain real property, permanent improvements, and fixtures located at 2260 US 181, Hobson, Texas 78117. Â â€œFinancial Statementsâ€ has the meaning given to it in SectionÂ 4.8. Â â€œFirst $1.5â€ has the meaning set forth in the definition of Net Working Capital, below. Â â€œFraudâ€ means an actual and intentional misrepresentation or omission of a material fact (excluding any assumption or matter based on projection of future events) which constitutes common law fraud. For the avoidance of doubt, â€œFraudâ€ expressly excludes constructive fraud, equitable fraud and promissory fraud; provided that such actual and intentional fraud shall only be deemed to exist with respect to Seller if any of the individuals set forth in the definition of â€œSellerâ€™s Knowledgeâ€ had actual conscious awareness (as opposed to imputed, implied or constructive knowledge, and without any duty or obligations of inquiry) that such representations and warranties, as qualified by the Schedules, were actually materially breached when made with the express intention that Purchaser rely thereon to its detriment, and Purchaser actually relied on such representations and warranties to its detriment. Â 4 Â Â â€œFraud Claimsâ€ has the meaning given to it in SectionÂ 10.1(a). Â â€œFundamental Representationsâ€ has the meaning set forth in SectionÂ 10.1(a). Â â€œGovernmental Approvalâ€ means any declaration or notification to, filing or registration with, or order, authorization, consent, clearance or approval of, any Governmental Authority of competent jurisdiction. Â â€œGovernmental Authorityâ€ means any court, tribunal, arbitral body, authority, agency, official instrumentality of the United States, or any state, county, tribe, city or other political subdivision or similar governing entity within the United States. Â â€œGuarantyâ€ means an means a guaranty of the obligations of the Transaction Documents, substantially and materially in the form and content set forth on Exhibit I. Â â€œHazardous Materialâ€ means and includes each substance regulated, defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant, or radioactive, or toxic substance under any Environmental Law. Â â€œHydrocarbonsâ€ means oil, gas and other hydrocarbons produced or processed in association therewith, or any combination thereof, and any minerals produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane and gasoline) of any type or composition. Â â€œIncome Taxâ€ means any U.S. federal, state or local or foreign Tax measured by or imposed on account of net income or based on profits, net profits, margin, revenues, gross receipts or similar measure, including the Texas Franchise Tax imposed by Subtitle F of Title 2 of the Texas Tax Code, and including any interest, penalty, or addition thereto, whether disputed or not. Â â€œIndebtednessâ€ means, with respect to any Person, and without duplication, (i) all indebtedness for borrowed money of such Person and all other indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is liable; (ii) all indebtedness secured by any Lien on property owned subject to such Lien whether or not the indebtedness secured has been assumed; (iii) any liabilities in respect of any lease of real or personal property (or a combination thereof), which liabilities are required to be classified and accounted for in accordance with the Accounting Principles; (iv) all obligations in respect of letters of credit, to the extent drawn; (v) all obligations under forward currency exchanges, interest rate protection agreements, swap agreements and hedging arrangements; (vi) all obligations of such Person to pay the deferred purchase price of property, equipment or services that are not scheduled to be fully satisfied in the next twelve months (other than accounts payable in the ordinary course of business); (vii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired; (viii) all guarantees with respect to liabilities of another Person of a type described in any of clauses (i) through (vii) above for the payment of which such first Person may be liable and (ix) any accrued interest, premiums, penalties and other fees and expenses that are required to be paid by such Persons in respect of obligations referred to in clauses (i) through (viii) of this definition (excluding prepayment penalties under capital leases to the extent such capital leases are not required to be repaid in connection with the transactions contemplated by this Agreement). Â 5 Â Â â€œInsurance Policiesâ€ has the meaning given to it in SectionÂ 4.5. Â â€œIntellectual Propertyâ€ means the following intellectual property rights, both statutory and under common law, and both foreign and domestic, if applicable: (a) works of authorship and copyrights, registrations and applications for registration thereof and all associated renewals, (b) trademarks, service marks, trade names, slogans, domain names, logos, trade dress, and registrations and applications for registrations thereof, (c) inventions and patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent applications and disclosures, as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom, (d) Trade Secrets and confidential information, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable, (e) mask works and registrations and applications therefor, (f) rights in industrial and other protected designs and any registrations and applications therefor, and (g) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions, and other violations of any of the foregoing. Â â€œIntercompany Contractâ€ means (i) a Contract between the Company, on the one hand, and any Affiliate of Seller (other than the Company), on the other hand, (ii) a Contract between the Company, on the one hand, and any member of the PTC Group, on the other hand, and (iii) any Seller-Level Contract. Â â€œInterestâ€ means, with respect to any Person: (a) capital stock, membership interests, partnership interests, other equity interests, rights to profits or revenue and any other similar interest of such Person; (b) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing; and (c) any rights (contingent or otherwise) to acquire any of the foregoing. Â â€œIRSâ€ means the United States Internal Revenue Service. Â â€œJackson Walkerâ€ has the meaning set forth in SectionÂ 11.14. Â â€œKnowledgeâ€ means, (a) when used in a particular representation or warranty in this Agreement with respect to Seller or the Company, the actual or constructive knowledge of the individuals listed on ScheduleÂ 1.1-K(a) and (b) when used in a particular representation or warranty in this Agreement with respect to Purchaser, the actual or constructive knowledge of the individuals listed on ScheduleÂ 1.1-K(b). Â â€œLawsâ€ means all laws, statutes, codes, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Authority. Â â€œLeased Real Propertyâ€ means the real property described on ScheduleÂ 1.1-LRP. Â â€œLicensed IPâ€ has the meaning given to it in SectionÂ 4.17(a). Â â€œLienâ€ means any mortgage, pledge, security interest, lien, charge or other similar encumbrance. Â â€œLossâ€ means any and all Claims, payments, judgments, liabilities, amounts paid in settlement, charges, assessments, deficiencies, liabilities, damages, fines, penalties, deficiencies, Taxes, losses and expenses (including removal costs, remediation costs and interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of investigation, litigation, or other Proceedings or of any claim, default or assessment), but only to the extent the foregoing are (a) not reasonably expected to be covered, directly or indirectly, by a payment from a third party or by insurance or otherwise recoverable from third parties, and (b) net of any associated Tax benefits and Non-Reimbursable Damages. Â 6 Â Â â€œMaterial Adverse Effectâ€ means, with respect to a particular Person, any occurrence, condition, change, development, event or effect that, individually or in the aggregate, is or would reasonably be expected to materially adversely affect the business, assets (including tangible assets), liabilities, financial condition or results of operations of the Company, taken as a whole; provided, however, in no event shall any of the following, either alone or in combination with any other occurrence, condition, change, development, event or effect, constitute a Material Adverse Effect: any occurrence, condition, change, development, event or effect directly or indirectly resulting from (a) any change in economic conditions generally, including any change in markets for, or prices of, Hydrocarbons, or other commodities or supplies; (b) any change in general regulatory, social or political conditions, including any acts of war, sabotage or terrorist activities, disease, epidemic, global pathogen or pandemic, including, but not limited to, the COVID-19 pandemic, and governmental actions related to the same; (c) any change affecting any of the Hydrocarbon transportation, distribution, storage, processing or sales industries, generally, or the target markets or systems of the Company in particular; (d) any change in the financial, banking, credit, securities or capital markets (including any suspension of trading in, or limitation on prices for, securities on any stock exchange or any changes in interest rates) or any change in the general national or regional economic or financial conditions; (e) any proposed or actual change in any Laws (including Environmental Laws) or the Accounting Principles; (f) any effects of weather (including any impact on customer use patterns), geological or meteorological events or other natural disaster; (g) any change caused by the pending sale of the Company Interests to Purchaser, including changes due to the credit rating of Purchaser or its Affiliates; (h) any actions to be taken pursuant to or in accordance with this Agreement, or taken at the request of or with the consent of Purchaser; (i) the announcement or pendency of the Transactions; (j) the death, incapacitation, withdrawal, resignation, or involuntary termination of one or more Continuing Employees prior to the occurrence of Closing; and (k) any failure by the Company to meet internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period. Â â€œMaterial Contractsâ€ has the meaning given to it in SectionÂ 4.10(a); provided, however, that in no event, shall the term â€œMaterial Contractsâ€ include any instrument related to or giving rise to the Companyâ€™s interest in Company Real Property. Â â€œNet Working Capitalâ€ means, with respect to the Company, as of the Closing Date (without giving effect to the Transactions contemplated hereby), the following consolidated current assets minus the following consolidated current liabilities, as determined in accordance with the Accounting Principles: (a) vacation liabilities, (b) accrued Employee compensation obligations, including payroll, and such other accounts payable set forth on ScheduleÂ 1.1-NWC, (c) inventory set forth on ScheduleÂ 1.1-NWC, (d) pre- paid insurance premiums, (e) cash sufficient to satisfy all accrued Employee compensation obligations set forth in item (b), above, as of the Closing, and (f) the first-in-time-collected accounts receivable of the company in an amount not to exceed One Million Five Hundred Thousand and No/100s United States Dollars ($1,500,000.00 USD) (the latter, the â€œFirst $1.5â€). The Parties acknowledge and agree that Net Working Capital excludes (x) Taxes, and (y) all accounts receivable in excess of the First $1.5, accounts payable, and cash in excess of (e), above, as of the Closing. The Parties further acknowledge and agree that such accounts receivable identified in subsection (f), above, shall be subject to Purchaserâ€™s ongoing collection efforts set forth in the Assignment of Accounts. Â â€œNon-Confidential Informationâ€ means any and all confidential, proprietary or otherwise non- public information that would otherwise constitute Confidential Information with respect to Purchaser or Seller pursuant to the definition thereof that: Â (a)Â is or becomes generally available to the public other than as a result of an unauthorized disclosure by the recipient or any of their respective Affiliates or Representatives; Â 7 Â Â (b)Â was already known to the recipient, as applicable, prior to such information being furnished to the recipient, other than, with respect to Seller or its Affiliates or Representatives, any such information pertaining to the Company or the ownership or operation of its Assets known at or prior to the Effective Date; Â (c)Â becomes available to recipient from a third party that, to the knowledge of recipient, was not subject to any prohibition against transmitting such information; provided that this clause (c) shall not apply to any such information in the possession of Seller or its Affiliates or Representatives at or prior to the Effective Date pertaining to the Company or its Assets; or Â (d)Â is developed by recipient independently of and without utilizing any Confidential Information.

Â â€œNon-Reimbursable Damagesâ€ means special, punitive, exemplary, incidental, consequential, or indirect damages, or lost profits, whether based on contract, tort, strict liability, other Law or otherwise and whether or not arising from such other Partyâ€™s or any of its Affiliatesâ€™ sole, joint or concurrent negligence, strict liability or other fault. Â â€œNoticeâ€ has the meaning given to it in SectionÂ 11.1(a). Â â€œNotice Periodâ€ has the meaning given to it in SectionÂ 10.4(a). Â â€œOrderâ€ means any writ, judgment, decree, order, injunction or award issued, or otherwise put into effect by or under the authority of any court, administrative agency, arbitrator or other Governmental Authority (in each such case whether preliminary or final). Â â€œOrganizational Documentsâ€ means with respect to any Person, the articles or certificate of incorporation, formation or organization and by-laws, the limited partnership agreement, the partnership agreement or the limited liability company agreement, or such other organizational and governance documents of such Person, including those that are required to be registered or kept in the place of incorporation, organization or formation of such Person and which establish the legal personality of such Person. Â â€œOther Partyâ€ has the meaning set forth in SectionÂ 11.14. Â â€œOther Party Group Member(s)â€ has the meaning set forth in SectionÂ 11.14. Â â€œOutside Dateâ€ means DecemberÂ 31, 2023. Â â€œOwned Real Propertyâ€ means the real property described on ScheduleÂ 1.1-ORP. Â â€œPartyâ€ or â€œPartiesâ€ has the meaning given to it in the introduction to this Agreement. Â â€œPass-Through Tax Returnâ€ means any federal or state Tax Return used to report the income, gains, losses, deductions, credits, or similar items from the operation of a partnership or other pass-through entity for Income Tax purposes where the direct or indirect owners (instead of such partnership or pass through entity) are subject to taxation from the income, gains, losses, deductions, credits or similar items reported on such Tax Return. Â â€œPermitsâ€ means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar Consents granted by a Governmental Authority. Â 8 Â Â â€œPermitted Lienâ€ means (a) any Lien for Taxes or assessments (i) not yet due or delinquent or (ii) being contested in good faith by appropriate Proceedings; (b) any statutory or other Lien arising in the ordinary course of business and by operation of Law with respect to a liability that is not yet due or delinquent or which is being contested in good faith by or on behalf of the Company; (c) any conditions relating to the Company Real Property that are disclosed on any pro forma or other title commitments, title opinions, surveys, reports or opinions made available to Purchaser; (d) any other imperfection or irregularity of title and other Liens that would not reasonably be expected to materially interfere with or impair the use of the property burdened thereby; (e) utility easements, restrictive covenants and defects, imperfections or irregularities of title that are disclosed on any pro forma or other title commitments, title opinions, surveys, reports or opinions made available to Purchaser; (f) zoning, planning, regulatory and other similar limitations and restrictions, all rights of any Governmental Authority to regulate the Company Real Property; (g) the terms and conditions of the Permits of the Company or the Contracts listed on ScheduleÂ 4.10(a); (h) pledges and deposits made in the ordinary course of business in compliance with workersâ€™ compensation, unemployment insurance and other social security Laws; (i) any Lien that is released on or prior to Closing; and (j) the matters identified on ScheduleÂ 1.1-PL. Â â€œPersonâ€ means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority. Â â€œPersonal Informationâ€ means any information that alone or in combination with other information can be used to identify an individual person. Â â€œPledge Agreementâ€ means an instrument assigning and transferring a lien and security interest in the Company Interests of the Company substantially and materially in the form and content set forth on Exhibit H. Â â€œPre-Closing Tax Periodâ€ means any Tax period ending before or on the Closing Date and that portion of any Straddle Period ending at the end of the day on the Closing Date. Â â€œProceedingâ€ means any complaint, lawsuit, action, suit, claim (including claim of a violation of Law), hearing or other proceeding at Law or in equity or order or ruling, in each case by or before any Governmental Authority or arbitral tribunal. Â â€œPTCâ€ means Pilot Travel Centers LLC, a Delaware limited liability company. Â â€œPTC Groupâ€ means PTC and (a) its officers, directors, managers, members, and employees, (b) any current or prospective limited partner, member or other direct or indirect holder of equity interests in any of the foregoing or any Affiliate thereof (including any predecessor or successor thereof), but excluding Seller and any Person that directly, or indirectly through one or more intermediaries, is controlled by the Seller. Â â€œPurchase Priceâ€ has the meaning given to it in SectionÂ 2.2. Â â€œPurchaserâ€ has the meaning given to it in the introduction to this Agreement. Â â€œPurchaser Leasesâ€ means agreements for the lease of the Carlsbad Yard, the Falls City Yard, and the South Karnes Yard substantially and materially in the form and content set forth on Exhibit E. Â â€œPurchaser Noteâ€ means a secured promissory note substantially and materially in the form and content set forth on Exhibit B hereto, in an original principal amount equal to the Purchase Price. Â 9 Â Â â€œPurchaser Related Person(s)â€ has the meaning set forth in SectionÂ 10.3(b). Â â€œRecordsâ€ means books, records, data and files of the Company, including all Contracts and any and all title, Tax, financial, employment, technical, operational, construction, engineering, environmental, and safety records and information and all correspondence, including electronic correspondence; provided that the foregoing shall expressly exclude e-mails (i) to the extent the same do not utilize an â€œ@etllcusa.comâ€ domain, (ii) to the extent the same do utilize the â€œ@etllcusa.comâ€ domain and which have been sent, received, or composed prior to the Closing, (iii) any records or other information relating to bids received from others in connection with the Transactions and information and analysis (including financial analysis) relating to such bids, other than any confidentiality agreements, non-disclosure agreements or similar arrangements entered into by the Company with respect to other bids in connection with the Transaction, (iv) any attorney-client privileged communications and attorney-client work product of the Company made or delivered prior to the Closing; and further provided that the foregoing shall exclude information and records relating to the Excluded Assets. Â â€œRecoveriesâ€ has the meaning given to it in SectionÂ 10.5(b). Â â€œReleaseâ€ means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, injecting, escaping, leaching, dumping, or disposing. Â â€œRepresentativesâ€ means, as to any Person, its officers, directors, employees, managers, members, partners, shareholders, owners, legal counsel, accountants, financial advisers, lenders, investors, and consultants. Â â€œSchedulesâ€ means the schedules attached to this Agreement. Â â€œSecurity Agreementâ€ means an security agreement and financing statement assigning and transferring a lien and security interest in and to Trucking Assets substantially and materially in the form and content set forth on Exhibit G. Â â€œSellerâ€ has the meaning given to it in the introduction to this Agreement. Â â€œSeller Appointeesâ€ means all current and former officers, managers, directors and similar governing persons of the Company that are or were in control, or in control of a core function, of Seller or any of its respective Affiliates. Â â€œSeller Group Member(s)â€ has the meaning set forth in SectionÂ 11.14. Â â€œSeller-Level Contractâ€ means each Contract between either (a) a third party, on the one hand, and Seller or any of its Affiliates (other than the Company), on the other hand, or (b) a third party, on the one hand, and PTC, on the other hand, but under which the Company may derive benefits, such as enterprise- wide licenses or â€œmasterâ€ agreements. Â â€œSeller Marksâ€ means the â€œPilotâ€, â€œPilot Flying Jâ€, â€œFlying Jâ€, â€œPilot Travel Centersâ€, â€œPilot Water Solutionsâ€, â€œPilot Waterâ€, and related names, together with all marks, logos and insignias of â€œPilot Flying Jâ€ and all permutations thereof. Seller Marks shall expressly exclude â€œEquipment Transportâ€ and any related names, marks, logos and insignias, which shall not be considered Seller Marks for purposes of this definition. Â â€œSeller Related Personsâ€ has the meaning set forth in SectionÂ 10.3(a). Â 10 Â Â â€œSeller Released Claimsâ€ has the meaning set forth in SectionÂ 10.3(a). Â â€œShort-Year Tax Returnâ€ means any Pass-Through Tax Return for a Tax period ending at the Closing or on the Closing Date or, if applicable, any other Pass-Through Tax Return for a Tax period beginning after DecemberÂ 31, 2023. Â â€œSouth Karnes Yardâ€ means all that certain real property, permanent improvements, and fixtures located at 620 S. CR 153, Kenedy, Texas 78119. Â AMI â€œStock Pledge Agreementâ€ means an instrument assigning and transferring a lien and security interest in a certain number of common shares of Vivakor, Inc., a Nevada corporation, substantially and materially in the form and content set forth on Exhibit J. Â â€œStraddle Periodâ€ means any Tax period that begins before the Closing Date and ends on or after the Closing Date. Â â€œTaxâ€ or â€œTaxesâ€ means any federal, state, local or foreign income, fuels, franchise, gross receipts, gross margins, unclaimed property, escheat obligations, payroll, employment, ad valorem, sales, use, employment, social security, disability, occupation, property, severance, value added, goods and services, documentary, stamp duty, transfer, conveyance, capital stock, excise, withholding or other taxes of any kind whatsoever imposed by or on behalf of any Taxing Authority, including any interest, penalty or addition thereto, whether disputed or not and whether or not shown on any Tax Return. Â â€œTax Allocation Statementâ€ has the meaning given to it in SectionÂ 6.3(h)(ii). Â â€œTax Proceedingâ€ means any audit, litigation, claim for refund, or other Proceeding with respect to Taxes. Â â€œTax Refund Claimâ€ has the meaning given to it in SectionÂ 6.3(e). Â â€œTax Returnâ€ means any declaration, report, statement, form, return, Records, or other document or information required to be supplied to a Taxing Authority or requested by any Taxing Authority in connection with Taxes, including any schedule or attachment thereto, and including any amendment thereof. Â â€œTaxing Authorityâ€ means, with respect to any Tax, the Governmental Authority that imposes such Tax, and the agency (if any) charged with collection or administration of such Tax for such Governmental Authority. Â â€œThird Party Claimâ€ has the meaning given to it in SectionÂ 10.4(a). Â â€œTrade Secretsâ€ means trade secrets, including any similar rights under applicable Laws in any information, including inventions, discoveries and invention disclosures, formulae, know-how, confidential or proprietary information, methods, processes, protocols, specifications, patterns, techniques, research in progress, algorithms, data, designs, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, testing procedures and testing results, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing). Â â€œTransactionsâ€ means the transactions contemplated by this Agreement and the Ancillary Agreements. Â 11 Â Â â€œTransfer Taxesâ€ means all transfer, sales, use, goods and services, value added, documentary, stamp duty, transfer, conveyance, registration, and other similar Taxes, duties, fees or charges. Â â€œTransition Services Agreementâ€ means an Transition Services Agreement substantially and materially in the form and content set forth on Exhibit D hereto. Â â€œTrucking Assetsâ€ means all commercial tractors, commercial trailers, and associated rigging, gauging, and metering equipment used in connection with the Company Business and listed on ScheduleÂ 1.1-TA. Â â€œWARN Actâ€ means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses. Â 1.2.Â Rules of Construction. All article, section, subsection, schedules and exhibit references used in this Agreement are to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified. The exhibits and schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes. Â (b)Â If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words â€œincludesâ€ or â€œincludingâ€ shall mean â€œincluding without limitation,â€ the words â€œhereof,â€ â€œhereby,â€ â€œherein,â€ â€œhereunderâ€ and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear and any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in this Agreement shall only be a reference to such Law as of the Effective Date. Currency amounts referenced herein are in U.S. Dollars. Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Â (c)Â Time is of the essence in this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. Â (d)Â All accounting terms used herein and not expressly defined herein shall have the meanings given to them in accordance with the Accounting Principles. Â (e)Â Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement. Â (f)Â With respect to the Company, the terms â€œordinary course of businessâ€ or â€œordinary courseâ€ shall be deemed to refer to the ordinary conduct of business in a manner consistent with the past practices and customs of the Company. Â (g)Â The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. Â 12 Â Â (h)Â The phrase â€œmade availableâ€ means that Purchaser or one of its Affiliates or Representatives has had the opportunity prior to the Closing to review such documents or materials at the office of Seller or its Affiliates or electronically by virtue of the Data Room or otherwise. Â ARTICLE II. PURCHASE AND SALE AND CLOSING Â 2.1.Â Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to convey to Purchaser, the Company Interests. Â 2.2.Â Purchase Price. The purchase price for the purchase and sale of the Company Interests shall be an amount equal to Twelve Million Five Hundred Thousand and No/100s United States Dollars ($12,500,000.00 USD) (the â€œPurchase Priceâ€). Â 2.3.Â Closing. The closing of the Transactions (the â€œClosingâ€) shall take place electronically at the offices of Jackson Walker LLP, 2323 Ross Avenue, Suite 600, Dallas, Texas 75201 on the Closing Date. The Closing shall be effective for all purposes at 12:01 A.M., local time, in Dallas County, Texas, on the Closing Date. Â 2.4. Closing Deliveries. Â (a) At Closing, Seller shall deliver, or shall cause to be delivered, the following: Â (i) a counterpart of the Assignment of Member Interest executed by Seller; Â (ii) a counterpart of the Security Agreement executed by Seller; Â (iii) a counterpart of the AMI Agreement caused to be executed by Seller; Â (iv) a counterpart of the Transition Services Agreement executed by Seller; Â (v) counterparts of the Purchaser Leases, executed by the Lessor party thereto; Â (vi) a counterpart of the Assignment of Accounts executed by Seller; Â (vii) a counterpart of the Pledge Agreement executed by Seller; Â (viii) a counterpart of the Stock Pledge Agreement executed by Seller; Â (ix)Â a certification of non-foreign status in the form prescribed by Treasury Regulation SectionÂ 1.1445-2(b) with respect to Seller (or, if Seller is an entity disregarded as separate from its owner, its regarded owner); Â (x)Â a certificate of good standing (or its equivalent) of the Company by the Secretary of State in the jurisdiction of its formation and each other jurisdiction where it is qualified to do business, in each case dated no earlier than five (5) Business Days prior to Closing; Â (xi)Â resignations of the Seller Appointees actively holding a position within the Company immediately prior to Closing or, alternatively, evidence demonstrating the removal of, such Seller Appointees, which are to be effective immediately prior to the Closing; Â 13 Â Â (xii)Â evidence of all Consents, as set forth on ScheduleÂ 3.3, required to consummate the Transactions; and Â (xiii)Â such other certificates, instruments, and/or documents required by this Agreement or as may be reasonably requested by Purchaser prior to the Closing Date to carry out the intent and purposes of this Agreement. Â (b) At Closing, Purchaser shall deliver, or shall cause to be delivered, the following: Â (i) a counterpart of the Assignment of Member Interest executed by Purchaser; Â (ii) a counterpart of the Purchaser Note executed by Purchaser; Â (iii) a counterpart of the Security Agreement executed by the Company; Â (iv) a counterpart of the Pledge Agreement executed by Purchaser; Â (v) a counterpart of the AMI Agreement executed by the Company; Â (vi) a counterpart of the Transition Services Agreement executed by Company; Â (vii) counterparts of the Purchaser Leases executed by the Lessee party thereto; Â (viii) a counterpart of the Stock Pledge Agreement executed by the Pledgor thereto; and Â (ix)Â such other certificates, instruments and documents required by this Agreement or as may be reasonably requested by Seller prior to the Closing Date to carry out the intent and purposes of this Agreement. Â 2.5.Â Net Working Capital. The Company shall only have the Net Working Capital at Closing, and no other current assets or current liabilities. Â ARTICLE III. REPRESENTATIONS AND WARRANTIES REGARDING SELLER Â Subject to the disclosures made by Seller in the Schedules, Seller hereby represents and warrants to Purchaser that, to the Knowledge of Seller, each of the following statements is accurate in all material respects as of the Closing Date: Â 3.1.Â Organization. Seller is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Â 3.2.Â Authority. Seller has all requisite organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements to be delivered by Seller at Closing, to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by Seller of this Agreement and the Ancillary Agreements to be delivered by Seller at Closing, and the performance by Seller of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary organizational action. This Agreement has been (and the Ancillary Agreements to be delivered by Seller at Closing will, at Closing, be) duly and validly executed and delivered by Seller and constitute (or, in the case of the Ancillary Agreements to be delivered by Seller at Closing will, at Closing, constitute) the legal, valid and binding obligation of Seller enforceable against Seller in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally, or by general equitable principles. Â 14 Â Â 3.3.Â No Conflicts; Consents and Approvals. Except (i) as disclosed on ScheduleÂ 3.3, and (ii) as may result from any facts or circumstances relating solely to Purchaser and/or its Affiliates, the execution and delivery by Seller of this Agreement does not, and the Ancillary Agreements to be delivered by Seller at Closing and the performance by Seller of its obligations under this Agreement and such Ancillary Agreements do not: Â (a) violate or result in a breach of any of the Organizational Documents of Seller; Â (b)Â require any additional Governmental Approval not already obtained to be made or obtained by Seller in connection with Sellerâ€™s execution, delivery and performance of this Agreement and the Ancillary Agreements to be delivered by Seller at Closing or Sellerâ€™s consummation of the Transactions; or Â (c)Â violate or result in a breach of any Law applicable to Seller, except for such violations or breaches as would not reasonably be expected to result in a Material Adverse Effect on Sellerâ€™s ability to consummate the Transactions. Â 3.4.Â Title to Company Interests. Immediately prior to the Closing, Seller

owns, holds of record and is the beneficial owner of the Company Interests set forth on ScheduleÂ 3.4, free and clear of all Liens and restrictions on transfer other than those arising pursuant to (a) this Agreement, (b) the Organizational Documents of the Company, (c) applicable securities Laws or (d) as set forth on ScheduleÂ 3.4. Â 3.5.Â Legal Proceedings. There is no Proceeding (filed by any Person other than Purchaser or any of its Affiliates) pending or threatened in writing against Seller before or by any Governmental Authority, which seeks an Order restraining, enjoining or otherwise prohibiting or making illegal or preventing or delaying any of the Transactions. Â 3.6.Â Compliance with Laws and Orders. Seller is not in violation of or in default under, any Law or Order applicable to Seller or its assets the effect of which, in the aggregate, would reasonably be expected to materially impede Sellerâ€™s ability to consummate the Transactions. Â 3.7.Â Brokers. Seller has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Purchaser or the Company, other than as contemplated by SectionÂ 4.17 herein, could become liable or obligated. Â ARTICLE IV. REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY Â Subject to the disclosures made by Seller in the Schedules, Seller, on behalf of the Company, hereby represents and warrants to Purchaser that, to the Knowledge of Seller, each of the following statements is accurate in all material respects as of the Closing Date: Â 4.1.Â Organization. The Company is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Pennsylvania, and has all requisite limited liability company power and authority to conduct its business as it is now being conducted. The Company is duly qualified or licensed to do business in Pennsylvania. The Company is duly qualified to transact business and is in good standing in each jurisdiction where such authorization or qualification is necessary. Seller has made available complete and accurate copies of the Organizational Documents of the Company. Â 15 Â Â 4.2.Â No Conflicts; Consents and Approvals. Except (i) as disclosed on ScheduleÂ 4.2, and (ii) as may result from any facts or circumstances relating solely to Purchaser and/or its Affiliates, the execution and delivery by Seller of this Agreement does not, and the performance by Seller of its obligations under this Agreement do not: Â (a)Â violate or result in a breach of any of the Organizational Documents of the Company; Â (b)Â result in any breach of, or constitute a material default under (or constitute an event which with the giving of notice or lapse of time, or both, would become a default), or give to any Person (including any Governmental Authority) any right of termination, Consent, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) pursuant to any Material Contract, except as would not reasonably be expected to result in a Material Adverse Effect on the Company; or Â (c)Â violate or result in a breach of any Law applicable to the Company, except as would not reasonably be expected to result in a Material Adverse Effect on the Company. Â 4.3.Â Governmental Approvals. No additional Governmental Approval not already obtained is required to be made or obtained by or for the Company in connection with Sellerâ€™s execution, delivery and performance of this Agreement or Sellerâ€™s consummation of the Transactions, except (a) as may be necessary as a result of any facts or circumstances relating solely to Purchaser or its Affiliates, (b) as would not reasonably be expected to result in a material liability to the Company and (c) compliance with any applicable requirements of any applicable securities Laws, whether federal, state or foreign. Â 4.4. Capitalization; Rights to Acquire Equity. Â (a)Â ScheduleÂ 4.4(a) sets forth all of the issued and outstanding Interests of the Company. The Company Interests have been validly issued, are fully paid (to the extent required under the Company LLC Agreements) and non-assessable. The Company Interests constitute all of the issued and outstanding Interests in the Company as of the Closing Date and as of immediately prior to Closing. Except as set forth in the Organizational Documents of the Company, or as set forth on ScheduleÂ 4.4(a), there are no outstanding (a) securities of the Company convertible into or exchangeable for shares of capital stock or other Interests or voting securities of the Company, (b)Â options, warrants or other rights (including preemptive rights) or agreements, arrangement or commitments of any character, whether or not contingent, relating to issued or unissued capital stock or other Interests in the Company, (c) options or other rights of the Company to acquire from Seller, and no obligation of the Company to issue, any shares of capital stock or other Interest or voting securities of the Company or any securities convertible into or exchangeable for such shares of capital stock or other Interest or voting securities, other than pursuant to this Agreement, (d) equity equivalents or other similar rights of or with respect to the Company, or (e) obligations of the Company to repurchase, redeem, or otherwise acquire any of the foregoing securities, shares of capital stock, options, equity equivalents, Interests or rights. Â (b) Except as set forth herein or on ScheduleÂ 4.4(a), the Company does not own or control, directly or indirectly, any capital of or other interest in or have any other investment in any Person and is not a participant in any joint ventures, partnerships, or similar arrangements. There are no agreements, voting trusts or other agreements or understandings to which Seller or the Company are a party or by which they are bound with respect to the transfer or voting of any equity interests of the Company. Â 16 Â Â 4.5.Â Insurance. ScheduleÂ 4.5 sets forth accurate and complete list of all fire, theft, casualty, general liability, workers compensation, business interruption, environmental impairment, product liability, automobile and other insurance policies (including any insurance policies relating to any Benefit Plan) maintained by the Company or maintained by Seller for the benefit of the Company (collectively, the â€œInsurance Policiesâ€). Copies of all Insurance Policies have been previously made available by the Company to Purchaser, which copies are true, accurate and complete in all respects. Each Insurance Policy is valid, binding and in full force and effect. The Company is not in breach of any Insurance Policy in any material respect and the Company has not received any written notice of cancellation or non-renewal of, premium increase with respect to, or material alteration of coverage under any Insurance Policy. Claims filed under any Insurance Policy that are pending as of the Closing Date are set forth in ScheduleÂ 4.5. Â 4.6.Â Legal Proceedings. Except as disclosed on ScheduleÂ 4.6, there are no Proceedings filed by any Person pending, or threatened in writing against the Company. Except as disclosed on ScheduleÂ 4.6, there is no Proceeding by the Company pending or which the Company intends to initiate. Â 4.7. Compliance with Laws and Orders. Except as set forth on ScheduleÂ 4.7: Â (a)Â The Company is in compliance in all material respects with all Laws and Orders applicable to it. Â (b)Â Since the date on which Seller acquired the Company Interests, the Assets of the Company and the Company Business have been maintained and operated in compliance in all material respects with and otherwise comply in all material respects with all applicable Laws and directives of all applicable Governmental Authorities (and all applicable Laws promulgated pursuant thereto), if any, having jurisdiction over such Assets, including Environmental Laws. Â (c)Â There are no Proceedings pending against the Company, nor, since the date on which Seller acquired the Company Interests, have there been any Proceedings pending or threatened in writing against the Company that alleged a material violation of any federal or state regulations applicable to the Company Business. Â 4.8. Financial Statements. Â (a)Â Seller has made available to Purchaser true and accurate copies of, or access to, the pro forma unaudited consolidated balance sheet of the Company as of the Closing Date (the â€œBalance Sheet Dateâ€, and the â€œFinancial Statementsâ€, respectively). Â (b)Â The Financial Statements fairly and accurately present, in all material respects, the pro forma consolidated balance sheet of the Company as of the Closing, in accordance with the Accounting Principles, except as may be noted therein and with respect to the Financial Statements for the absence of footnotes and certain immaterial adjustments thereto. Except for Permitted Liens, immediately after Closing, the Company will own, lease or otherwise have the right to use (including by virtue of agreements contemplated in connection with the Transactions) all tangible Assets at the Closing. Â 17 Â Â 4.9. Taxes. Except as disclosed on ScheduleÂ 4.9: Â (a)Â All income and other material Tax Returns required to be filed by the Company have been duly and timely filed (taking into account any applicable extension of time for filing) with the appropriate Taxing Authority, and all such Tax Returns were true, correct and complete in all material respects. All income and other material Taxes owed by the Company (or for which the Company may be liable) that are or have become due have been timely paid in full (regardless of whether shown on any Tax Return). The Company has timely collected or withheld all material Taxes required to be collected or withheld and has paid over to the appropriate Governmental Authority all amounts so collected or withheld. There are no Liens (other than Permitted Liens) on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any material Tax. Â (b)Â There is no Tax Proceeding now pending in favor of or threatened in writing against the Company in respect of any income or other material Tax. Â (c)Â There is not in force any waiver or agreement for any extension of time for the assessment, collection or payment of any income or other material Tax by the Company. Â (d)Â There is no outstanding claim, assessment, proposed assessment, or deficiency against the Company for any income or other material Tax that has been asserted in writing by any Taxing Authority. Â (e)Â No claim has been made or proposed (in each case in writing) by any Taxing Authority to the Company in a jurisdiction where the Company does not currently file a Tax Return that it is or may be subject to any material Tax in such jurisdiction. Â (f)Â The Company has not received any written correspondence from any Taxing Authority requesting that the Company provide information regarding the Companyâ€™s business activities in a jurisdiction where the Company does not currently file a Tax Return or requesting that the Company begin filing a Tax Return in such jurisdiction, in each case with respect to material Taxes. Â (g)Â The Company has no liability for any income or other material Tax of any person as a transferee or successor, by contract or otherwise, other than an agreement entered into in the ordinary course of business and not primarily relating to Tax. Â (h)Â There are no Tax rulings or closing agreements relating to or with respect to income or other material Taxes of the Company that have been entered into or issued by any Tax authority. Â (i)Â The Company is not a party to any agreement or arrangement relating to the apportionment, sharing, assignment or allocation of material Taxes other than any customary Tax sharing or indemnification provisions contained in any agreement entered into in the ordinary course of business and not primarily relating to Tax. Â (j)Â The Company has not participated, or is not currently participating, in any listed transactions within the meaning of Treasury Regulations SectionÂ 1.6011-4(b)(2). Â (k)Â None of the Companyâ€™s assets are subject to any Tax partnership agreement or provisions requiring a partnership Income Tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute. For the avoidance of doubt, this SectionÂ 4.9(k) does not apply to the Company itself. Â 18 Â Â (l)Â The Company is properly classified, and has been classified since its formation, as a limited liability company for U.S. federal Income Tax purposes and, to the extent permissible, state Income Tax purposes. The Company has not made any filing with any Tax authority, including Form 8832 with the IRS, to be treated as an association taxable as a corporation for Income Tax purposes. Â (m)Â Notwithstanding anything to the contrary, this SectionÂ 4.9 contains the exclusive representations and warranties of the Company with respect to the Tax matters. Â 4.10. Material Contracts. Â (a)Â ScheduleÂ 4.10(a) sets forth a list of the following Contracts to which the Company is a party as of the Closing Date (such Contracts, being collectively referred to herein as the â€œMaterial Contractsâ€): Â (i)Â any Contract for the future transportation of produced saltwater or other oilfield waste produced in connection with the production of Hydrocarbons and in connection with the Company Business that is expected to result, based on historical practice of the Company, in gross revenues or gross expenditures in excess of $1,200,000 in any calendar year; Â (ii)Â any Contract for the future exchange, sale, gathering, collection, or storage of produced saltwater or other oilfield waste produced in connection with the production of Hydrocarbons and in connection with the Company Business is expected to result, based on historical practice of the Company, in gross revenues or gross expenditures in excess of $1,200,000 in any calendar year; Â (iii)Â other than Contracts of the nature addressed by Section (i) or Section (ii), any Contract (A) for the future sale of any Asset or (B) that grants a right or option to purchase in the future any Asset, other than in each case any Contract with a purchase or similar price of less than $1,200,000; Â (iv)Â other than Contracts of the nature addressed by Section (i) or Section(ii), any Contract for the future receipt of any Assets or services requiring payments in excess of $1,200,000 in any calendar year; Â (v)Â any Contract for lease of equipment involving aggregate payments in excess of $1,200,000 in any calendar year that are not terminable without penalty within sixty (60) days; Â (vi)Â any Contract for expenditures or other approved capital commitments in excess of $1,200,000 in any calendar year; Â (vii)Â any Contract for lease of personal property involving aggregate payments in excess of $1,200,000 in any calendar year that are not terminable without penalty within sixty (60) days; Â (viii)Â any Contract relating to the Indebtedness of the Company or the mortgaging or pledging of any asset of the Company or granting of any Lien; Â (ix)Â any Contract primarily concerning the establishment by the Company of a partnership, joint venture or similar arrangement and any joint operating agreement; Â 19 Â Â (x)Â any Contract containing any â€œmost favored nationâ€ or â€œright of first refusalâ€ provision or minimum purchase obligation of the Company (including firm, fixed-price â€œtake or payâ€ obligations or minimum volume commitments); Â (xi)Â any Contract materially restricting or limiting the Companyâ€™s ability to compete or conduct a line of business, including any Contract that requires the Company to deal exclusively with a third party in connection with the sale or purchase of any product or service; Â (xii)Â any Contract (A) for the employment or the personal services of any individual performing services for the Company or relating to the Company Business on a full- time, part-time, consulting or other basis that is not terminable without any financial obligation or other liability with the Company or an Affiliate of Seller, (B) providing for the payment of cash or other compensation or benefits upon the consummation of the Transactions with the Company or an Affiliate of Seller, or (C) providing for retention, change in control, severance, termination or bonus payments or benefits with the Company or an Affiliate of Seller; Â (xiii)Â any outstanding agreement of guaranty by the Company in favor of any Person in an amount in excess of $1,200,000 in any calendar year; Â (xiv) any Contract with Seller or any Affiliate of Seller or any member of the PTC Group; Â (xv)Â any Contract with any employees, officers or directors of the Company or its Affiliates, or any family members of such employees, officers or directors; Â (xvi) any Contract with a Governmental Authority; or Â (xvii)Â any Contract under which the consequences of a default or termination would reasonably be likely to have a Material Adverse Effect. Â One or more Contracts entered into to execute a single transaction or a series of related transactions shall be deemed to constitute one Contract for the purpose of determining whether such Contract(s) meet a financial threshold set out in this Section (a). Â (b)Â Seller has made available to Purchaser true, accurate and complete copies of all Material Contracts in existence as of the Closing Date. Â (c)Â Except with respect to Material Contracts that have expired in accordance with their terms, each of the Material Contracts is in full force and effect in all material respects and constitutes a legal, valid and binding obligation of the Company and the other party thereto, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium and other similar Laws relating to or affecting the rights of creditors generally, and general equitable principles. Â (d)Â (i) Neither the Company nor any other party to any Material Contract, is in breach or default in any material respect under any Material Contract, and (ii) there are no Proceedings pending nor threatened in writing under or relating to any Material Contract. Except with respect to Material Contracts that have expired in accordance with their terms, none of the Material Contracts have been cancelled, terminated, amended or modified (except for change orders and similar modifications in the ordinary course of business) and the Company has not provided or received any notice of any intention to cancel, terminate, amend or modify any Material Contract. Â 20 Â Â (e)Â Except as set forth on ScheduleÂ 4.10(e) and certain of the Ancillary Agreements, the Company is not a party to any Intercompany Contract. Â 4.11. Company Real Property. Â (a)Â Except for Permitted Liens, the Leased Real Property constitute the material real property used in the conduct of the Company Business as of the Closing Date. Except as set forth on ScheduleÂ 4.11(a), with respect to the Company, since the date on which Seller acquired its interests in the Company, neither the Seller nor the Company have (i) created, made, or granted any Encumbrances on the Leased Real Property, except for Permitted Liens, or (ii) released, sold, conveyed, leased, transferred, or assigned all or any material portion of an interest in the Leased Real Property to any other Person. Â (b)Â The Company has no Owned Real Property as of the Closing Date, and there is currently no Owned Real Property used by the Company in connection with the Company Business. Â (c)Â With respect to the Leased Real Property, except for Permitted Liens: (i) there are no expired leases pursuant to which the Company currently uses or occupies real property on a month-to-month basis and (ii) the Company does not rent or lease any Leased Real Property as landlord or lessor, and no Person, other than the Company, has any right (whether as a lessee, licensee, invitee, or otherwise) to enter, occupy, or use any portion of the Leased Real Property except for activities that do not interfere with the conduct of Company Business and which are disclosed in ScheduleÂ 1.1-LRP. Â (d)Â There is no pending condemnation or eminent domain Proceeding by any Governmental Authority or other entity with condemnation or eminent domain power with respect to any part of the Leased Real Property that would materially interfere with the conduct of Company Business, nor has any such Proceeding been threatened in writing. Â 4.12.Â Trucking Assets. The Company has good and marketable title, or a valid leasehold interest, free of all Liens, other than Permitted Liens, to all of the material tangible personal property reflected in the Financial Statements. The Company has good and marketable title to all of the Trucking Assets. Â 4.13.Â Permits. The Company possesses all material Permits that are required for the ownership and operation of the Company Business in the manner in which it is currently owned and operated, which Permits are set forth on ScheduleÂ 4.13. All such Permits are in full force and effect in all material respects and there are no Proceedings pending or threatened in writing that seek the suspension, revocation or material adverse modification of any such Permit. The Company is in compliance in all material respects with each such Permit. Â 4.14. Environmental Matters. Except as disclosed on ScheduleÂ 4.14: Â (i)Â the Company is in compliance in all material respects with all applicable Environmental Laws; Â (ii)Â no Proceeding with respect to any Environmental Claim is pending or threatened in writing against the Company before or by any Governmental Authority under any applicable Environmental Laws; Â (iii)Â the Company has not assumed by Contract or operation of Law, from any Person, material remedial obligations or other Loss under Environmental Laws other than indemnity obligations included in Contracts entered into in the ordinary course of business, and no demand under any indemnity obligation pursuant to a Contract has been made or threatened in writing as of the Closing Date; Â 21 Â Â (iv)Â there has been no Release of any Hazardous Material by the Company at, on, under or from any Owned Real Property or Leased Real Property in material violation of applicable Environmental Laws or in a manner that has given or would reasonably be expected to give rise to material remedial obligations or other material Loss under applicable Environmental Laws; and Â (v)Â the Company has made available all material environmental reports, reports relating to

any environmental investigation or cleanup or other environmental documentation in Sellerâ€™s or its possession, custody or control relating to the Owned Real Property and Leased Real Property or compliance with Environmental Laws. Â 4.15. Employees and Labor Matters. Â (a)Â ScheduleÂ 4.15(a) lists, as of the Closing Date, each Employee, and for each such Employee, the Employeeâ€™s (i) name, (ii) date of hire and (iii) job title. As of the Closing Date, Seller has provided Purchaser with a true and complete list for each such Employee which includes each such Employeeâ€™s (i) current annualized base salary or base hourly pay rate, (ii) target annual cash bonus amount, (iii) Fair Labor Standards Act status, (iv) work location, (v) status (e.g., full-time, part-time, temporary, leave), (vi) paid time off accrued, and (vii) service credited for purposes of vesting and eligibility to participate under the Company Benefit Plans. Â (b)Â The Company is not a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of the Employees. There has not been any union organizing activity or any similar activity affecting the Company or any of its employees. There has not been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar material labor activity or dispute affecting the Company or any effort by any labor union to organize any Employees. Â (c)Â Each employment or severance agreement to which the Company is a party that provides benefits to any Employee which is not terminable at will or which contains any severance or termination pay or other compensatory obligations other than accrued payment obligations for services rendered to date is set forth on ScheduleÂ 4.15(c). Â (d)Â The Company is not delinquent in payments to any of its Employees, consultants or independent contractors for any wages, salaries, commissions, bonuses or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such Employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity Laws and with other Laws related to employment, including those related to wages, hours, worker classification (including, without limitation the Fair Labor Standards Act of 1938), equal employment opportunity, affirmative action, nondiscrimination, immigration, wages, hours, benefits, the payment of social security and similar taxes, occupational safety and health, plant closings, WARN, collective bargaining, Age Discrimination in Employment Act, and other similar applicable statutes or regulations of any jurisdiction. The Company has not received any notice from a Governmental Authority that it is not in or has not been in compliance with any Laws relating to the employment of labor, including those listed above, or that the Company is liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. The Company has, for purposes of coverage under Company Benefit Plans and for payroll tax purposes, correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents of the Company. Any and all notices to, or filings or registrations with, any labor organizations, works council or any similar person, required to be made by the Company with respect to any of its Employees in connection with the execution of this Agreement has been timely given or made. The Company has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all amounts required to be withheld from Employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing. Â 22 Â Â 4.16.Â Brokers. Except for obligations owed to Raymond James & Associates, Inc., the Company does not have any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Purchaser or the Company (or its Affiliates) could become liable or obligated. Â 4.17. Intellectual Property. Â (a)Â ScheduleÂ 4.17(a) sets forth any material Intellectual Property licensed by the Company at the Closing, other than generally available, off-the-shelf software applications (â€œLicensed IPâ€). The Company owns or has a valid and enforceable license to use all material Licensed IP used in or necessary for their business as currently conducted. The Company has fully paid all applicable royalties and other amounts due under any Contract pursuant to which any Licensed IP (including computer software) is licensed to (or subject to a covenant not to sue) the Company, and all such Contracts are valid, binding and in full force and effect. Â (b)Â Except as set forth in ScheduleÂ 4.17(b),the conduct of the business of the Company does not infringe, misappropriate or otherwise violate any Intellectual Property of any Person, and has not in the past four (4) years, infringed, misappropriated or otherwise violated any Intellectual Property of any Person, in each case, where such infringement, misappropriation or violation resulted in or is likely to result in material liability to the Company. No Person is infringing, misappropriating or otherwise violating any material registered Intellectual Property owned by the Company (â€œOwned IPâ€). Â (c)Â The Company has taken all reasonable measures to protect the confidentiality and value of all Trade Secrets included in the Owned IP, and such Trade Secrets have not been used, disclosed to or discovered by any Person except pursuant to written, valid and enforceable non- disclosure or license agreements which have not been breached. Â (d)Â The Companyâ€™s information technology Assets (i) operate and perform in all material respects as required by the Company for the operation of its business, (ii) have not malfunctioned or failed in a manner that has had a material impact on the business of the Company and (iii) are free from bugs or other defects except for bugs and defects that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. No Person has gained unauthorized access to any Company Asset in a manner that has resulted or could reasonably be expected to result in any material liability to the Company. The Company has implemented commercially reasonable backup and disaster recovery technology processes that are consistent with industry practices in all material respects. Â (e)Â The Company has complied in all material respects with all applicable Law and contractual and fiduciary obligations relating to the collection, storage, use, transfer and any other processing of Personal Information. There has been no unauthorized access to or misuse of any Personal Information in the possession or under the control of the Company that has resulted in or is likely to result in material liability to the Company. Â 23 Â Â 4.18.Â Financial and Bank Accounts. ScheduleÂ 4.18 sets forth the account information and authorized signatories for all financial accounts and instruments, bank accounts, safety deposit boxes, and lock boxes maintained by the Company. Â 4.19. Subsidiaries. Â (a)Â EmployeeCo is a limited liability company, duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to conduct the business of EmployeeCo as it is now being conducted, except for those licenses, authorizations, permits, consents, and approvals the absence of which would not be material to EmployeeCo. EmployeeCo is duly qualified to do business as a foreign entity and is in good standing (to the extent applicable) under the Laws of each state or other jurisdiction in which the nature of the activities conducted by it makes such qualification or licensing necessary, except in those jurisdictions where failure to be so qualified or licensed would not constitute a Material Adverse Effect. EmployeeCo and its respective jurisdiction of organization and qualification is identified on ScheduleÂ 4.19. Except as set forth in ScheduleÂ 4.19, the Company and EmployeeCo do not, directly or indirectly, own any Interest in any other Person. Â (b)Â Except as disclosed on ScheduleÂ 4.19, all Interests of EmployeeCo are owned by the Company, directly or indirectly, free and clear of all Liens other than Liens that will be released at or before Closing, Liens arising under the Organizational Documents of EmployeeCo, or applicable securities Laws. Except as disclosed in ScheduleÂ 4.19, EmployeeCo has not granted to any Person any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase, subscription, allotment, or issue of any unissued interests, units, or other securities (including convertible securities or warrants) of EmployeeCo. All EmployeeCo Interests have been duly authorized and validly issued and were not issued in violation of, or (except as disclosed in ScheduleÂ 4.19) subject to, any preemptive rights or preferential rights of subscription or purchase of any other Person. Â (c)Â None of the EmployeeCo Interests are subject to any voting trust, member or partnership agreement, or voting or other agreement, right, instrument, or understanding with respect to any purchase, sale, issuance, transfer, repurchase, redemption, or voting of any EmployeeCo Interests, other than the Organizational Documents of EmployeeCo or as set forth on ScheduleÂ 4.19. There are no outstanding contractual obligations to repurchase, redeem, or otherwise acquire any Interests. The EmployeeCo Interests constitute one hundred percent (100%) of the Interest in EmployeeCo. Â 4.20.Â Excluded Assets. At the Closing, the Company shall not own, and Seller shall cause to be assigned and transferred by the Company to another Party prior thereto, all those certain assets more particularly described on ScheduleÂ 4.20 (the â€œExcluded Assetsâ€). Subsequent to the Closing, the Company shall have no right, title, interest or claim in or to the Excluded Assets. Â ARTICLE V. REPRESENTATIONS AND WARRANTIES OF PURCHASER Â Purchaser hereby represents and warrants to Seller that: Â 24 Â Â 5.1.Â Organization. Purchaser is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Texas. Purchaser has all requisite power and authority to own, lease, license, use and operate its properties and assets and to carry on its business, and is duly qualified, registered or licensed to do business as a foreign corporation and is in good standing in each jurisdiction in which the property or other assets owned, leased, licensed, used or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be in good standing would not, individually or in the aggregate, be material to Purchaser or the consummation and performance by Purchaser of this Agreement or the Ancillary Agreements to which it is a party. Â 5.2.Â Authority. Purchaser has all requisite organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements to be delivered by Purchaser at Closing, to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements to be delivered by Purchaser at Closing, and the performance by Purchaser of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary organizational action. This Agreement has been (and the Ancillary Agreements to be delivered by Purchaser at Closing will, at Closing, be) duly and validly executed and delivered by Purchaser and constitute (or, in the case of the Ancillary Agreements to be delivered by Purchaser at Closing will, at Closing, constitute) the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally, or by general equitable principles. Â 5.3.Â No Conflicts; Consents and Approvals. Except (i) as disclosed on ScheduleÂ 5.3 and (ii) as may result from any facts or circumstances relating solely to Seller and/or its Affiliates, the execution and delivery by Purchaser of this Agreement does not, and the Ancillary Agreements to be delivered by Purchaser at Closing and the performance by Purchaser of its obligations under this Agreement and such Ancillary Agreements do not: Â (a) violate or result in a breach of the Organizational Documents of Purchaser; Â (b)Â require any additional Governmental Approval not already obtained to be made or obtained by Purchaser in connection with Purchaserâ€™s execution, delivery and performance of this Agreement and the Ancillary Agreements to be delivered by Purchaser at Closing or Purchaserâ€™s consummation of the Transactions; or Â (c) violate or result in a breach of any Law applicable to Purchaser. Â 5.4.Â Legal Proceedings. There is no Proceeding (filed by any Person other than Seller or any of its Affiliates) pending or, to Purchaserâ€™s Knowledge, threatened in writing against Purchaser before or by any Governmental Authority, which seeks an Order restraining, enjoining or otherwise prohibiting or making illegal or preventing or delaying any of the Transactions. Â 5.5.Â Compliance with Laws and Orders. Purchaser is not in violation of or in default under, any Law or Order applicable to Purchaser or its assets the effect of which, in the aggregate, would reasonably be expected to materially impede Purchaserâ€™s ability to consummate the Transactions. Â 5.6.Â Brokers. Purchaser has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Seller or any of its Affiliates could become liable or obligated. Â 25 Â Â 5.7.Â Acquisition as Investment. Purchaser is acquiring the Company Interests for its own account as an investment without the present intent to sell, transfer or otherwise distribute the same to any other Person. Purchaser acknowledges that the Company Interests are not registered pursuant to 1933 Act and that none of the Company Interests may be transferred, except pursuant to an applicable exception under the 1933 Act and in accordance with all applicable Laws and the terms of the Organizational Documents of the Company. Purchaser is an â€œaccredited investorâ€ as defined under RuleÂ 501 promulgated under the 1933 Act. Â 5.8.Â Financial Resources. Purchaser has cash on hand or credit unconditionally available, and will have cash on hand at Closing to enable it to perform the obligations set forth in the Transaction Documents and to consummate the Transactions. Â 5.9.Â Opportunity for Independent Investigation. In entering into this Agreement, Purchaser has relied solely upon Sellerâ€™s express representations and warranties set forth herein (as qualified by the disclosures in related Schedules, if and as applicable) and in the Closing Certificates to be delivered by Seller, Purchaserâ€™s own expertise and Purchaserâ€™s professional counsel as to the Transactions, the Company Interests and the Assets of the Company, and the value thereof, and not on any other comments, representations, warranties or statements of, or information provided by, Seller or any Representatives of Seller. Purchaser acknowledges and affirms that (a) it has performed an independent investigation, verification, analysis and evaluation of the Company Interests and Assets of the Company and has made all such reviews and inspections of the Company Interests and Assets of the Company as it has deemed necessary or appropriate to enter into this Agreement, (b) at Closing, Purchaser shall have completed, or caused to be completed, its independent investigation, verification, analysis, and evaluation of the Company Interests and the Assets of the Company and made all such reviews and inspections of the Assets of the Company as Purchaser has deemed necessary or appropriate to consummate the Transactions, and (c) at Closing, Purchaser shall be deemed to have knowledge of all facts contained in such materials and documents or that would have been discovered by Purchaserâ€™s Representativesâ€™ exercise of reasonable care and due diligence in the course of such investigation, verification, analysis and evaluation. Except for the representations and warranties expressly made by Seller in Article III or Article IV (as qualified by the disclosures in related Schedules, if and as applicable) and in the Closing Certificates to be delivered by Seller, Purchaser acknowledges that neither Seller nor any other Person has made, and Purchaser has not relied upon, any representations or warranties, express or implied, as to the financial condition, physical condition, environmental conditions, liabilities, operations, business, prospects of or title to the Company Interests or the Company or any of its Assets. Purchaser has made, independently and without reliance on Seller or the Company (except to the extent that Purchaser has relied on the express representations and warranties of Seller in this Agreement and in the Closing Certificates to be delivered by Seller), its own analysis of the Company Interests, the Company and its Assets for the purpose of acquiring the Company Interests, and Purchaser has had reasonable and sufficient access to documents, other information and materials as it considers appropriate to make its evaluations. Purchaser has no knowledge of any breach by Seller of any representation, warranty, or covenant contained in this Agreement, or of any condition or circumstance, that would excuse Purchaser from performance of its obligations under this Agreement. Â 26 Â Â ARTICLE VI. COVENANTS Â 6.1.Â Regulatory and Other Approvals. Each Party shall, and shall cause its respective Affiliates to do each of the following: (i) promptly inform the other Party of (and, at the other Partyâ€™s reasonable request, supply to such other Party) any communication (or other correspondence or memoranda) from or to, and any proposed understanding or agreement with, any Governmental Authority in connection with this Agreement or the Transactions; (ii) consult and cooperate reasonably with the other Party in connection with any analyses, appearances, presentations, memoranda, briefs, arguments and opinions made or submitted by or on behalf of any Party in connection with all meetings, actions, discussions and Proceedings with Governmental Authorities relating to this Agreement or the Transactions, including, subject to applicable Law, permitting the other Party to review in advance, and considering the reasonable views of the other Party with respect to, any proposed written communication between it and any Governmental Authority and to promptly provide the other Party with copies of any communication between it and any Governmental Authority; (iii) comply, as promptly as is reasonably practicable, with any requests received by a Party or any of its Affiliates under any applicable Law for additional information, documents or other materials; and (iv) reasonably contest or resist any Proceeding instituted (or threatened in writing to be instituted) by any Governmental Authority challenging the Transactions as being in violation of any applicable Law. If a Party or any of its Affiliates intends to participate in any meeting or discussion with any Governmental Authority with respect to the Transactions or any filings, investigations or inquiries made in connection with the Transactions, it shall give the other Party reasonable prior notice of, and an opportunity to participate in, such meeting or discussion, to the extent permissible under applicable Law. Â 6.2. D&O Indemnity. Â (a)Â Purchaser shall not, and shall cause the Company from and after Closing not to, amend, waive or otherwise modify the Organizational Documents of the Company to the extent such amendment, waiver or other modification reduces, limits, terminates or otherwise modifies any obligation of Purchaser or any of its Affiliates to indemnify pursuant to the Organizational Documents of the Company, any Seller Appointee or its respective Affiliates, in each case (i) in any manner materially adverse to any of the Seller Appointees, Seller or any of Sellerâ€™s Affiliates and (ii) unless and solely to the extent that, such amendment, wavier or modification applies to the liability of the Purchaser or its Affiliates (as applicable) during the period prior to the Closing Date. Â (b)Â Purchaser shall cause the Company to, effective as of the Closing Date, continue to fully pay the premium for â€œtailâ€ insurance policies that cover the Seller Appointees for a claims- reporting or discovery period of at least six years from and after the Closing Date from an insurance carrier with the same or better credit rating as the Companyâ€™s existing directorsâ€™ and officersâ€™ insurance carrier and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the Companyâ€™s existing policies with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against any of the aforementioned persons by reason of his or her service as an officer or director of the Company at or prior to the Closing Date (including in connection with this Agreement or the Transactions). Â 6.3. Tax Matters. Â (a)Â Seller shall prepare, or cause to be prepared, and file, or cause to be filed, all Pass- Through Tax Returns of the Company for any Pre-Closing Tax Period required to be filed after the Closing Date. In the case of any Short-Year Tax Returns, (i) such Tax Returns will be true, correct and complete in all respects, (ii) such Tax Returns shall be prepared by Seller on a basis consistent with past practice except to the extent otherwise required by applicable Law, (iii) not later than thirty (30) days prior to the due date for filing any such Tax Return, Seller shall deliver or make available a draft of any such Tax

Return, together with all supporting documentation and workpapers, to Purchaser for its review and reasonable comment, and (iv) Seller shall cause such Tax Returns (as revised to incorporate Purchaserâ€™s reasonable comments) to be timely filed and will provide a copy thereof to Purchaser. Â 27 Â Â (b)Â Purchaser shall prepare, or cause to be prepared, and file, or cause to be filed, all Tax Returns of the Company for or with respect to any Pre-Closing Tax Period due after the Closing Date, other than Pass-Through Tax Returns, and shall pay or cause to be paid all Taxes shown as due on such Tax Returns. Seller shall pay to Purchaser within fifteen (15) days after the date on which Purchaser pays the Taxes shown as due on the Tax Returns filed by Purchaser the amount of Taxes attributable to the Pre-Closing Tax Period, which amount shall be calculated as following: (x) the amount of any Taxes based on or measured by income, receipts, or payroll of the Company for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and (y) the amount of any real property Taxes, personal property Taxes and other Taxes of the Company shall be apportioned to Seller for the Pre-Closing Tax Period based on the amount of such Taxes for the entire Tax period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the Tax period. Such Tax Returns shall be prepared by Purchaser on a basis consistent with past practice except to the extent otherwise required by applicable Law, and not later than thirty (30) days prior to the due date for filing any such Tax Return (other than Tax Returns relating to sales, use, payroll, or other Taxes that are required to be filed contemporaneously with, or promptly after, the close of a Tax period), Purchaser shall deliver or make available a draft of such Tax Return, together with all supporting documentation and workpapers, to Seller for its review and reasonable comment. Purchaser shall cause such Tax Return (as revised to incorporate Sellerâ€™s reasonable comments) to be timely filed and will provide a copy thereof to Seller. Notwithstanding anything to the contrary contained herein, Sellerâ€™s obligation under this Section (b) shall terminate with respect to each Tax Return (and the corresponding Taxes) of the Company immediately after Seller has reimbursed Purchaser as provided in this Section (b), and Seller shall have no obligation with respect to any amended Tax Return or any Tax Proceeding with respect to such Tax Returns or Taxes. Â (c)Â The amount of any credits for or refunds of Taxes identified in ScheduleÂ 4.9 shall be for the account of Seller, and Purchaser shall pay to Seller the amount of such credits for or refunds of Taxes within fifteen (15) days of receiving such credits for or refunds of Taxes (including as an offset to any amount owed to any Governmental Authority). With respect to any shortfall of Taxes identified in ScheduleÂ 4.9, Seller shall pay to Purchaser the amount of any such shortfall within fifteen (15) days of receipt of notice of the shortfall of Taxes from the Company or Purchaser. Purchaser shall use reasonable efforts to recover or cause to be utilized the full amount of any credit for or refund of Taxes identified on ScheduleÂ 4.9. Â (d)Â Seller shall be entitled to file (i) an amended Pass-Through Tax Return for any Pre- Closing Tax Period, other than a Short-Year Tax Return, and (ii) with the consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, an amended Short-Year Tax Return (for the avoidance of doubt, no other amended Tax Return may be filed by Seller by or on behalf of the Company or with respect to the Assets of the Company). No amended Tax Return with respect to a Pre-Closing Tax Period shall be filed by Purchaser by or on behalf of the Company or with respect to the Assets of the Company without the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no consent of Seller shall be required with respect to an amended Tax Return filed with respect to a Tax Return filed by Purchaser; further provided, however, that no consent of Seller shall be required with respect to any amended state Tax Return required to be filed pursuant to an IRS Revenue Agentâ€™s Report. Â 28 Â Â (e)Â Seller shall have control of any audit, proceeding, examination, litigation or other procedure with respect to any matters relating to or arising out of any Pass-Through Tax Return with respect to the Company for any Pre-Closing Tax Period; provided, however, that Seller shall be required to make an election under SectionÂ 6226(a) of the Code or any similar provision under state Law with respect to any examination or audit of any Short-Year Tax Return; further provided, however, that Purchaser shall be entitled to participate in any such audit, proceeding, examination, litigation or other procedure, Seller shall keep Purchaser reasonably informed concerning the progress of such litigation or procedure and shall review and consider any written comments received by Purchaser with respect to any aspect of such litigation or procedure, and Seller may not settle or compromise any issue with respect to any Short-Year Tax Return without Purchaserâ€™s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In addition to the foregoing, Seller may elect to control any protest, audit, proceeding, examination, litigation or other procedure for any Tax credit or refund identified in ScheduleÂ 4.9 (a â€œTax Refund Claimâ€) by delivering a notice to Purchaser and shall assume control of such Tax Refund Claim immediately thereafter; provided, however, that Purchaser shall be entitled to participate in any such audit, proceeding, examination, litigation or other procedure and Seller may not settle or compromise any issue with respect to any such Tax Return without Purchaserâ€™s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Seller does not elect to control any such Tax Refund Claim, Purchaser may settle or compromise any issue with respect to such Tax Refund Claim without Sellerâ€™s prior written consent. Â (f)Â Purchaser and Seller shall cooperate fully, and shall cause the Company to cooperate fully, as and to the extent reasonably requested by Purchaser or Seller, in connection with the filing of Tax Returns and any audit or Proceeding with respect to Taxes. Such cooperation shall include the retention and, upon the request of Purchaser or Seller, the provision of Records and information that are reasonably relevant to any such audit or Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Purchaser and Seller further agree, upon request, to use reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed on Seller, Purchaser, or the Company. Â (g)Â In the event that any Transfer Taxes are imposed on the transactions contemplated by this Agreement, Purchaser shall be responsible for the payment of all Transfer Taxes. Accordingly, if Seller is required by Law to pay any such Transfer Taxes, Purchaser shall promptly reimburse Seller for fifty percent (50%) of such amounts and if Purchaser is required by Law to pay any such Transfer Taxes, Seller shall promptly reimburse Purchaser for fifty percent (50%) of such amounts. Purchaser and Seller further agree, upon request, to use reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed in connection with the transactions contemplated hereby. Seller and Purchaser shall timely file their own Tax Returns relating to Transfer Taxes as required by Law and shall notify the other Party when such filings have been made. Seller and Purchaser shall cooperate and consult with each other prior to filing such Tax Returns to ensure that all such returns are filed in a consistent manner. Â (h) Tax Characterization and Other Matters. Â (i)Â The Parties agree that, for U.S. federal Income Tax purposes, the transactions contemplated by this Agreement shall be treated, consistent with Internal Revenue Service Revenue Ruling 99-6, 1999-1 CB 432, Situation 2, as a sale of Seller of its partnership interests in the Company, and a purchase by Purchaser of all of the assets of the Company. Unless required to do so as a result of a â€œdeterminationâ€ as defined in SectionÂ 1313(a) of the Code, each of the Parties agrees not to make any Tax filing or otherwise take any position inconsistent with this Section (i) and to cooperate with each other party to make any filings, statements or reports required to effect, disclose or report the transactions contemplated by this Agreement as described in this Section (i). Â 29 Â Â (ii) The Parties may file a statement reflecting a valuation of all of the assets of the Company in accordance with the principles of SectionÂ 1060 of the Code, as applicable (the â€œTax Allocation Statementâ€). The Parties shall not be required to Nothing contained herein shall prevent any Party from making any tax filing or amending any tax filing in a manner inconsistent with the Tax Allocation Statement, or settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of the allocation specified in the Tax Allocation Statement, and neither Party shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such allocation. Â 6.4.Â Public Announcements; Confidentiality. No Party shall make any public announcement or issue any public communication regarding this Agreement or the Transactions without first obtaining the prior written consent of the other Party, except if such announcement or other communication is required by applicable Law, in which case, to the extent permitted by Law, the disclosing Party shall use its reasonable efforts to coordinate or communicate such announcement or communication with the other Party prior to announcement or issuance. From the Effective Date and for a period of one (1) year following the Closing Date, each of Purchaser and Seller will, and will use reasonable efforts to cause its Affiliates and Representatives to (a) maintain the strict confidentiality of any and all Confidential Information and (b) not disclose such Confidential Information to any Person other than any of its Affiliates or Representatives, except (i) to the extent required by Law (provided that if required by Law, Purchaser or Seller, as applicable, agrees, to the extent legally permissible, to give the Parties prior written notice of such disclosure in sufficient time to permit Purchaser or Seller, as applicable, to seek a protective order should it so determine) and (ii) in a Claim brought by Purchaser or Seller, as applicable, in the pursuit of its remedies under this Agreement; however, to the extent that any of the Confidential Information constitutes a trade secret under applicable Laws, these confidentiality obligations with respect to such trade secrets shall continue for as long as such trade secrets remain protected under the applicable Laws, independent of the term or duration of this Agreement, and any such information shall be entitled to all of the protections and benefits afforded to trade secrets under applicable Laws. Purchaser and Seller shall (c) notify all Persons to whom Confidential Information is disclosed of the confidential nature of the materials disclosed and the provisions of this Agreement; and (d) ensure that all Persons to whom the terms of this Agreement or the Confidential Information is disclosed keep such information confidential and do not disclose or divulge such information to any unauthorized Person in each case in accordance with this Agreement. Â 6.5.Â Further Assurances. Subject to the terms and conditions of this Agreement, at any time or from time to time after Closing, at any Partyâ€™s request and without further consideration, the other Party shall (and shall cause the Company to) execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such Party may reasonably request in order to consummate the Transactions, including as required to give notice to any Governmental Authority of a change in upstream ownership of the Company and any assets held by Company, to perform the obligations contained in SectionsÂ 6.8, 10.6(a), and/or to transfer any Excluded Assets to Seller pursuant to SectionÂ 4.20. Â 30 Â Â 6.6. Employees and Related Benefits. Â (a)Â On the Closing Date, the Purchaser shall retain each Employee of EmployeeCo, or the Purchaser, the Company, or their Affiliates shall make or shall cause to be made an offer of employment to each of the Employees. Purchaser or its Affiliates shall provide each individual who is an Employee immediately prior to Closing (each, a â€œContinuing Employeeâ€) for a period of at least twelve (12) months after the Closing Date, base salary or hourly wage rate that is no less than the base salary or hourly wage rate provided by EmployeeCo immediately prior to Closing, maintain and remit year-end bonus obligations, and maintain the Company Benefit Plans, or offer to the Continuing Employees the customary package of employee benefits provided by Purchaser or its Affiliates. The continuing of employment with respect to, or offer of employment to, each of the Employees shall be on substantially comparable terms with respect to each Continuing Employeeâ€™s role, duties, and responsibilities prior to the Closing. Purchaser shall, or shall cause its Affiliates, to (i) waive for each Continuing Employee and his or her dependents, any waiting period provision, payment require to avoid a waiting period, actively-at-work requirement or other restriction that would prevent immediate or full participation under the benefit and welfare plans of Purchaser or any of its Affiliates applicable to such employees, and (ii) give full credit for all purposes under any employee benefit plans, arrangements and employment-related entitlements (including under any applicable 401(k), savings, medical, dental, life insurance, vacation or other leave entitlements, plans or arrangements) that are provided, sponsored, maintained or contributed to by Purchaser or any of its Affiliates for such Continuing Employeeâ€™s service with Purchaser or any of its Affiliates, and with any predecessor employer, to the same extent recognized by Seller or any of its Affiliates (including EmployeeCo), except to the extent such credit would result in the duplication of benefits for the same period of service or be prohibited by applicable law. Â (b)Â Purchaser shall cause the Company not to take any action following the Closing that could result in WARN Act liability for Seller or the Company. Seller shall not, and shall cause the Company not to, take any action prior to the Closing that could result in WARN Act liability for Purchaser or the Company. Notwithstanding anything contained in this Agreement or any Ancillary Agreement to the contrary, Purchaser shall indemnify, defend, and hold harmless Seller, the PTC Group and their respective Affiliates for any and all WARN Act liability arising coterminous with or subsequent to the Closing, without limitation. Â (c)Â The provisions of this SectionÂ 6.6 are solely for the benefit of the Parties and nothing in this SectionÂ 6.6, express or implied, shall confer upon any Employee or legal representative or beneficiary thereof or any other Person, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement. Nothing in this SectionÂ 6.6, express or implied, shall be (i) deemed an amendment or creation of any employee benefit plan providing benefits to any Employee or other individual, or (ii) construed to prevent Purchaser or any of its Affiliates from terminating or modifying to any extent or in any respect any employee benefit plan that Purchaser or any of its Affiliates may establish or maintain. Â 6.7.Â Seller Marks. Purchaser shall use best efforts to promptly change, or cause to be promptly changed, all decals, lettering, and other labeling incorporating any Seller Marks or referencing any Seller Marks included on any Company Assets or with respect to EmployeeCo on or promptly after the Closing Date. No later than thirty (30) calendar days following the Closing Date, Purchaser shall cause all governing documents of Company and EmployeeCo to be amended so as to remove all Seller Marks and references to Seller Marks, as applicable, from the Company, EmployeeCo, and the Companyâ€™s Assets. Â 6.8.Â Accounts Payable and Receivable. On the Closing Date, Seller will provide Purchaser with an up-to-date accounts receivable aging report, identifying and itemizing all accounts receivable that have accrued prior to the Closing Date, and the date and terms on which they accrued. At all times following the Closing Date, Seller will be responsible for any and all Claims associated with the accounts receivable accruing prior to the Closing Date other than with respect to the First $1.5. Â 6.9.Â Governmental Filings. Purchaser shall cause the Company to file amended motor carrier registration and contact information with the Federal Motor Carrier Safety Administration, the Department of Motor Vehicles of the State of Texas, and all other Governmental Authorities of competent jurisdiction over the conduct of the Company Business, not later than five (5) Business Days following the Closing Date and shall use best efforts to cause such agencies to recognize, accept, or grant Governmental Approval of such filings or otherwise recognize Purchaser as the controlling entity of the Company. Notwithstanding anything contained in this Agreement or the Ancillary Agreements to the contrary, Purchaser agrees to indemnify, defend and hold harmless Seller, its Affiliates, and PTC Group from and against any and all Claims, Losses, and harms arising from the filings, or lack thereof, contemplated by this SectionÂ 6.9. Â 31 Â Â 6.10.Â Affiliate Arrangements. All agreements and arrangements between and among Company and EmployeeCo, on the one hand, and Seller, its Affiliates, and PTC Group, on the other hand, all liabilities and obligations of the Company and EmployeeCo, on the one hand, and Seller, its Affiliates, and PTC Group, on the other hand, will automatically terminate in their entirety effective as of the Closing without any further actions by the Parties and thereby be deemed voided, cancelled and discharged in their entirety. Without limiting the generality of the foregoing, all intercompany accounts among the Company and EmployeeCo, on the one hand, and the Seller, its Affiliates, and PTC Group, on the other hand, that then remain outstanding will be terminated, voided, cancelled and discharged, except to the extent any such accounts would be taken into account in connection with the determination of Net Working Capital. Â 6.11.Â Guaranty. Concurrent with the execution and entering into of this Agreement on the Execution Date, Purchaser shall cause James H. Ballengee to execute and enter into the Guaranty. Â ARTICLE VII. SELLERâ€™S CONDITION TO CLOSING Â The obligation of Seller to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Seller in their sole discretion): Â 7.1.Â Representations and Warranties. The representations and warranties made by Purchaser in Article V shall (A) be materially complete and accurate on and as of the Effective Date and Closing Date and (B) in the case of representations expressly made as of an earlier date, be materially complete and accurate as of such earlier date. Â 7.2.Â Performance. Purchaser shall have performed and complied, in all material respects, with all covenants and agreements to be performed or complied with by it under this Agreement prior to or at Closing. Â 7.3.Â Orders and Laws; Approvals. There shall not be any Law or Order of any Governmental Authority having jurisdiction restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Transactions. Â 7.4.Â Closing Deliverables. Purchaser shall have delivered to Seller all of the items required pursuant to SectionÂ 2.4(b). Â 7.5.Â Closing Certificate. Purchaser shall have executed and delivered to Seller an officerâ€™s certificate, dated as of the Closing Date, certifying that the conditions set forth in this Article VII have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Seller. Â ARTICLE VIII. PURCHASERâ€™S CONDITION TO CLOSING Â The obligation of Purchaser to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Purchaser in their sole discretion): Â 32 Â Â 8.1.Â Representations and Warranties. The representations and warranties made by Seller in Article III and Article IV shall (a) be materially complete and accurate on and as of the Closing Date and (b) in the case of representations expressly made as of an earlier date, be materially complete and accurate as of such earlier date; provided, however, that with respect to SectionÂ 4.12, the Parties deem that the existence of a Lien upon a Trucking Asset shall be deemed to be material, but the failure to have timely received certified original copies of motor vehicle titles from a Governmental Authority at the Closing, where Seller has made reasonable efforts to obtain the same, shall not be material. Â 8.2.Â Performance. Seller, its Affiliates and each of their Representatives shall have performed and complied, in all material respects, with all covenants and agreements to be performed or complied with by them under this Agreement prior to or at Closing. Â 8.3.Â Proceedings; Orders and Laws; Approvals. No Proceeding shall have commenced against Seller which seeks to restrain, enjoin or otherwise

prohibit or make illegal the consummation of the Transactions. There shall not be any Law or Order of any Governmental Authority having jurisdiction restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Transactions. All Governmental Approvals, consents, notices and other items set forth on ScheduleÂ 3.3 have been obtained and shall be in full force and effect. Â 8.4.Â Closing Deliverables. Seller shall have delivered to Purchaser all of the items required pursuant to SectionÂ 2.4(a). Â 8.5.Â Material Adverse Effect. From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect. Â 8.6.Â Closing Certificate. Seller shall have executed and delivered to Purchaser an officerâ€™s certificate, dated as of the Closing Date, certifying that the conditions set forth in this Article VIII have been fulfilled and, if applicable, any exceptions to such conditions that have been waived by Purchaser. Â ARTICLE IX. TERMINATION Â 9.1. Termination. This Agreement may be terminated as follows: Â (a)Â at any time before Closing, by either Party, by written notice to the other Party, in the event that any Law or final Order of any Governmental Authority having jurisdiction restrains, enjoins or otherwise prohibits the consummation of the Transactions; Â (b)Â at any time before Closing, by Seller or Purchaser, by written notice to the other Party, if (i) such other Party has materially breached any of its representations, warranties, covenants or agreements under this Agreement and such breach would or does result in the failure to fulfill any condition expressly set forth in Article VII or Article VIII, as applicable, and (ii) such material breach has not been cured by the earlier of (A) one (1) day following written notification from Seller or Purchaser to the other Party thereof or (B) the Outside Date; Â (c) by Seller at any time after the Outside Date, if the Closing has not occurred; Â (d) by mutual written agreement of the Parties. Â 33 Â Â (e)Â Notwithstanding the foregoing subsections (a) through (d) hereof, neither Seller nor Purchaser shall be entitled to terminate this Agreement under such subsections (a) through (d) if such Party is then in material breach of any of its representations, warranties or covenants set forth in this Agreement, and such breach would or does, assuming Closing were to occur on the proposed date of termination, result in the failure to fulfill any condition expressly set forth in Article VII, as applicable. Â 9.2.Â Effect of Termination. If this Agreement is validly terminated pursuant to SectionÂ 9.1, subject to this SectionÂ 9.2, this Agreement shall become void and of no further force or effect, provided that, notwithstanding anything herein to the contrary, Article I, this Article IX, Article X, and Article XI will survive any such termination. Upon the failure by a Party to perform any obligation that is required to be performed on or prior to the Outside Date, the non-breaching Party may, in addition to terminating this Agreement as provided in this Article IX, pursue any rights or remedies available at law or in equity. Â 9.3.Â Specific Performance. Seller and Purchaser acknowledge that the other would be damaged irreparably if the obligations of Seller or Purchaser, as applicable, under this Agreement to be performed at or in connection with the Closing are not performed in accordance with their specific terms or otherwise breached. It is, accordingly, agreed that, the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specific performance of the terms and provisions of this Agreement, without proof of actual damages, in addition to any other remedy to which any Party is entitled at law or in equity. Each Party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that such specific enforcement is unavailable because a remedy of monetary damages would provide an adequate remedy. Â ARTICLE X. LIMITATIONS ON LIABILITY, WAIVERS, AND INDEMNITY Â 10.1. Indemnity; Waivers of other Representations. Â (a)Â As between Purchaser and Seller, all of the representations and warranties contained in this Agreement will survive the Closing and shall expire one (1) year subsequent to the Closing Date, other than the representations and warranties contained in SectionsÂ 3.1, 3.2, 3.3, 3.4 and 3.7, SectionsÂ 4.1, 4.2, and 4.3, and SectionsÂ 5.1, 5.2, 5.3, 5.7 and 5.8 (the â€œFundamental Representationsâ€), which shall survive indefinitely. The covenants contained in Article VI shall survive until each respective covenant is fully performed. Other than for Fundamental Representations or a Fraud Claim, after the expiration of one (1) year after the Closing Date, there shall be no liability or obligation on the part of either Party or its Affiliates, and no Party shall bring any claim of any nature against the other or its Affiliates in any manner related to the Transaction, the breach or failure of any representation or warranty contained herein, any claims or liabilities arising therefrom. Â (i)Â Seller shall indemnify, defend, and hold harmless Purchaser, its Affiliates, and each of their respective Representatives (each, a â€œPurchaser Indemniteeâ€) from and against and in respect of any and all Claims and Losses imposed on, sustained, incurred or suffered by, or asserted against, any such Purchaser Indemnitee, whether in respect of third-party claims, claims between the Parties, or otherwise, directly or indirectly relating to, arising out of, resulting from, based upon, with respect to or by reason of (A) any material breach of or material inaccuracy or misrepresentation in any representation or warranty of Seller contained in this Agreement or any Ancillary Agreement, and (B) any material breach or non-fulfillment of any covenant or agreement to be performed by Seller or any Representative of Seller contained in this Agreement or any Ancillary Agreement. Â 34 Â Â (ii)Â Purchaser shall indemnify, defend, and hold harmless Seller, its Affiliates, and each of their respective Representatives from and against and in respect of any and all Claims and Losses imposed on, sustained, incurred or suffered by, or asserted against, any such indemnitee, whether in respect of third-party claims, claims between the Parties, or otherwise, directly or indirectly relating to, arising out of, resulting from, based upon, with respect to or by reason of (A) any material breach of or material inaccuracy or misrepresentation in any representation or warranty of Purchaser contained in this Agreement or any Ancillary Agreement, and (B) any material breach or non-fulfillment of any covenant or agreement to be performed by Purchaser or any Representative of Purchaser contained in this Agreement or any Ancillary Agreement. Â (b)Â Except for a Fraud Claim or a breach of Fundamental Representations, Seller shall not be obligated to indemnify, defend, or hold harmless any Purchaser Indemnitee for any claims made pursuant to SectionÂ 10.1(a)(i)(A) unless and until the aggregate amount of the Claims and Losses of such Purchaser Indemnitee exceeds one percent (1%) of the Purchase Price, in which event Seller shall be required to pay or be liable for such Claims and Losses exceeding such amount. Â (c)Â Notwithstanding anything contained herein to the contrary, the maximum aggregate liability of Seller to any Purchaser Indemnitee hereunder with respect to (i) any and all Claims and Losses for a material breach of a representation or warranty that is not a Fundamental Representation shall not exceed ten percent (10%) of the Purchase Price, and (ii) any and all other Claims and Losses shall not exceed fifty percent (50%) the Purchase Price. Â (d)Â NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IT IS THE EXPLICIT INTENT OF EACH PARTY, AND THE PARTIES HEREBY AGREE, THAT NEITHER SELLER, THE COMPANY NOR ANY OF ITS OR THEIR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE COMPANY, THE ASSETS, OR ANY PART THEREOF, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN ARTICLE III AND ARTICLE IV (IN EACH INSTANCE AS QUALIFIED BY THE RELEVANT SCHEDULES, IF ANY) AND PURCHASER IN ARTICLE V. IN PARTICULAR, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, NEITHER SELLER, COMPANY, NOR ANY OF ITS OR THEIR AFFILIATES OR ITS OR THEIR RESPECTIVE REPRESENTATIVES, MAKES ANY REPRESENTATION OR WARRANTY REGARDING ANY (X) THE CONDITION, VALUE, QUALITY, CHARACTER, USE, OR FITNESS OF THE TRUCKING ASSETS, (Y) TAX MATTERS EXCEPT AS EXPRESSLY MADE BY SELLER IN SECTION 4.9, (Z) ENVIRONMENTAL LAWS, ENVIRONMENTAL CLAIMS, HAZARDOUS MATERIALS OR ENVIRONMENTAL MATTERS EXCEPT AS EXPRESSLY MADE BY SELLER IN SECTIONS 4.13 AND 4.14 AND NEITHER SELLER, COMPANY, OR ANY OF ITS OR THEIR AFFILIATES OR THEIR REPRESENTATIVES MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY FINANCIAL PROJECTIONS OR FORECASTS RELATING TO THE COMPANY OR THE ASSETS. Â 35 Â Â (e)Â EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN ARTICLE III AND ARTICLE IV (IN EACH INSTANCE AS QUALIFIED BY THE RELEVANT SCHEDULES, IF ANY), THE COMPANY IS BEING ACQUIRED HEREUNDER â€œAS IS, WHERE IS, WITH ALL FAULTS,â€ AND SELLER, THE COMPANY, AND ITS AND THEIR AFFILIATES AND ITS AND THEIR RESPECTIVE REPRESENTATIVES EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF COMPANY, THE ASSETS, OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THEREOF. Â (f)Â PURCHASER ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH INSTANCE AS QUALIFIED BY THE RELEVANT SCHEDULES, IF ANY) ARE THOSE ONLY OF SELLER AND NOT OF ANY OTHER PERSON, INCLUDING ANY AFFILIATE OR REPRESENTATIVE OF SELLER OR ANY OF ITS OR THEIR RESPECTIVE AFFILIATES. Â 10.2.Â Waiver of Remedies. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR FRAUD CLAIMS, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ITS AFFILIATES FOR NON-REIMBURSABLE DAMAGES; PROVIDED, HOWEVER, IN NO EVENT SHALL THIS SECTION BE A LIMITATION ON ANY OBLIGATION OF A PARTY HEREUNDER WITH RESPECT TO INDEMNITY FOR A THIRD PARTY CLAIM. Â 10.3. Waiver of Claims. Â (a)Â Seller hereby waives, acquits, forever discharges and releases, effective as of the Closing, on behalf of itself and each of its respective past, present and future Affiliates, all of the stockholders, partners, members and Representatives of Seller and each such Affiliate, and each of their respective successors and assigns (collectively, the â€œSeller Related Personsâ€), to the fullest extent permitted by Law, any and all Proceedings, Claims, and rights against the Company, whether absolute or contingent, liquidated or unliquidated, known or unknown, determined, determinable or otherwise, that Seller or any of the Seller Related Persons has ever had, may now or hereafter have to the extent, and only to the extent, arising from facts, occurrences or circumstances existing at or prior to the Closing, in each case, relating to the Company or its business, including pursuant to the Company LLC Agreements (and any breaches thereof), pursuant to this Agreement, the Transactions or otherwise, whether in law or in equity, in contract, in tort or otherwise, in any capacity, including any claims to any additional Interests in the Company or any distributions or payments (as consideration of services or otherwise) from the Company by reason of any matter, cause or thing whatsoever other than (i) obligations arising under the representation and covenants which expressly survive Closing as provided in SectionÂ 10.3(a) or (ii) Fraud Claims (the â€œSeller Released Claimsâ€). Seller agrees not to, and to cause the Seller Related Persons not to, assert any Proceeding against Purchaser or any of its Affiliates with respect to the Seller Released Claims. Â 36 Â Â (b)Â Purchaser hereby waives, acquits, forever discharges and releases, effective as of the Closing, on behalf of itself and its past, present and future Affiliates (including the Company), stockholders, partners, members and Representatives of Purchaser and each such Affiliate, and each of their respective successors and assigns (collectively, the â€œPurchaser Related Personsâ€), to the fullest extent permitted by Law, any and all Proceedings, causes of action, damages, judgments, liabilities and rights against Seller and the Seller Related Persons, whether absolute or contingent, liquidated or unliquidated, known or unknown, determined, determinable or otherwise, that Purchaser, the Company, or the Purchaser Related Persons has ever had, may now or hereafter have to the extent, and only to the extent, arising from facts, occurrences or circumstances existing at or prior to the Closing, in each case, relating to the ownership by Seller of the Company or the business of the Company, including pursuant to the Company LLC Agreements (and any breaches thereof), pursuant to this Agreement, the Transactions or otherwise, whether in law or in equity, in contract, in tort or otherwise, in any capacity, other than (i) obligations arising under the covenants which expressly survive Closing as provided in SectionÂ 10.3(a) or (ii) Fraud Claims (the â€œCompany Released Claimsâ€). Purchaser agrees not to, and to cause the Purchaser Related Persons not to, assert any Proceeding against Seller or any of the Seller Related Persons with respect to the Company Released Claims. Â 10.4. Indemnification Procedures. Â (a)Â In the event that any Claim or Loss for which an indemnifying party may have liability to an indemnified party hereunder is asserted against or sought to be collected from any indemnified party by a third party (a â€œThird Party Claimâ€), such indemnified party shall promptly, but in no event more than ten (10) days following such indemnified partyâ€™s receipt of a Third Party Claim, notify the indemnifying party in writing of such Third Party Claim, the amount or the estimated amount of Loss sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a â€œClaim Noticeâ€); provided, however, that the failure to timely give a Claim Notice shall affect the rights of an indemnified party hereunder only to the extent that such failure has a material prejudicial effect on the defenses or other rights available to the indemnifying party with respect to such Third Party Claim. The indemnifying party shall have ten (10) days (or such lesser number of days set forth in the Claim Notice as may be required by court proceeding in the event of a litigated matter) after receipt of the Claim Notice (the â€œNotice Periodâ€) to notify the indemnified party that it desires to defend the indemnified party against such Third Party Claim. No Claim or Loss, and no Claim Notice, arising out of or relating to this Agreement, may be made or asserted by any Party subsequent to the expiration of one (1) year after the Closing Date, except for a Claim or Loss arising out of a Fundamental Representation or a Fraud Claim. Â (b)Â In the event that the indemnifying party notifies the indemnified party within the Notice Period that it desires to defend the indemnified party against a Third Party Claim, the indemnifying party shall have the right to defend the indemnified party by appropriate proceedings and shall have the sole power to direct and control such defense, with counsel reasonably satisfactory to the indemnified party, at its expense. Once the indemnifying party has duly assumed the defense of a Third Party Claim, the indemnified party shall have the right, but not the obligation, to participate in any such defense and to employ separate counsel of its choosing. The indemnified party shall participate in any such defense at its expense unless (i) the indemnifying party and the indemnified party are both named parties to the proceedings and the indemnified party shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential material differing interests between them, (ii) the indemnified party assumes the defense of a Third Party Claim after the indemnifying party has failed to diligently pursue a Third Party Claim it has assumed as provided above, (iii) the Third Party Claim involves a criminal suit, or (iv) the Third Party Claim seeks injunctive or other equitable relief, then in each such case the indemnifying party shall be liable for the fees and expenses of one separate counsel (in addition to any reasonably necessary local counsel). The indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or offer to settle or compromise any Third Party Claim. Â 37 Â Â (c)Â If the indemnifying party (i) elects not to defend the indemnified party against a Third Party Claim, whether by not giving the indemnified party timely notice of its desire to so defend or otherwise, and (ii) after assuming the defense of a Third Party Claim, fails to take reasonable steps necessary to defend diligently such Third Party Claim within fifteen (15) days after receiving written notice from the indemnified party to the effect that the indemnifying party has so failed, the indemnified party shall have the right but not the obligation to assume its own defense, it being understood that the indemnified partyâ€™s right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim. Â (d)Â Promptly after an indemnified party comes to believe it has a claim for indemnification hereunder for a Claim or Loss that does not result from a Third Party Claim (a â€œDirect Claimâ€), the indemnified party shall notify the indemnifying party in writing of such Direct Claim and specify in such notice the basis for such Direct Claim setting forth the nature of the Claim and, to the extent known, the amount thereof in reasonable detail. Any failure of an indemnified party to so notify the indemnifying party shall not relieve the indemnifying party of liability hereunder except to the extent that the defense of such Direct Claim is materially prejudiced by the failure to give such notice. Â (e)Â All payments made by an indemnifying party to an indemnified party in respect of any Claims and Losses pursuant to this Article X shall be treated as adjustments to the consideration paid pursuant to the Transactions for Tax purposes. Â (f)Â To the extent the indemnification procedures of this SectionÂ 10.4 are in conflict with the provisions of SectionÂ 6.3, the provisions of SectionÂ 6.3 shall control. Â (g)Â The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Third Party Claims for any breach of this Agreement shall be pursuant to the indemnification provisions set forth in this Section. Â 10.5. Mitigation and Subsequent Recoveries. Â (a)Â Each indemnified party shall use reasonable efforts to mitigate all Claims and Losses of such indemnified party hereunder, including using commercially reasonable efforts to avail itself of any defenses, limitations, rights of contribution, claims against third parties and other rights at law or equity, and shall provide such evidence and documentation of the nature and extent of the claim as may be reasonably requested by the indemnifying party. Â (b)Â If the amount of any indemnified partyâ€™s Loss, at any time subsequent to an indemnifying partyâ€™s making of a payment under this Article X, is reduced by actual recovery, settlement, or otherwise under or pursuant to any applicable insurance coverage (net of any deductible), or pursuant to any applicable actual recovery, settlement, or payment by or against any other Person, without duplication of any amount already reducing such Loss (collectively, â€œRecoveriesâ€), the amount of such Recoveries shall be repaid by such indemnified party to such indemnifying party within fifteen (15) days after receipt thereof (or credit therefor) by such indemnified party, up to the aggregate amount of the payments made by such indemnifying party to such indemnified party. Â 38 Â Â 10.6. Access to Information. Â (a)Â After the Closing Date, Seller and Purchaser shall grant to each other (or their respective designees), reasonable access at reasonable times to the Records (relating to pre-Closing periods) in its possession, and shall afford each such Person the right (at such Personâ€™s expense) to make copies thereof to the extent reasonably necessary to implement the provisions of or to investigate or defend any Claims among the Parties and/or their Affiliates arising under this Agreement. Without limiting the foregoing, Purchaser shall grant to Seller (and its respective designees) each of the foregoing access rights to the extent such pre-Closing Records are necessary to Seller in connection with any investigation or audit by a Governmental Authority or any Claim or dispute by or with any Person other than Purchaser or an Affiliate thereof. Following the Closing Date, Purchaser shall maintain such Records.

Notwithstanding anything herein to the contrary, in the event of a dispute between the Parties, the furnishing of, or access to, the Records shall be subject to applicable rules relating to discovery and Seller and its Affiliates shall have no right of access to, and Purchaser shall not have any obligation to provide any information the disclosure of which could reasonably be expected to (x) jeopardize any attorney-client privilege or work product doctrine protections available to Purchaser or any of its Affiliates, (y) cause Purchaser or any of its Affiliates to breach a third-party Contract, or (z) result in a violation of Law. Â (b)Â Seller and its Affiliates may retain a copy of all Data Room materials and all Records prepared in connection with the Assets; provided that Seller shall ensure that all original copies from which duplicates are obtained by Seller are retained by Purchaser following Closing. Duplicate materials obtained by Seller shall be Confidential Information for purposes of SectionÂ 6.4. Â 10.7. Exclusive Remedy; Waiver of Right to Rescission. Â (a)Â Subject to Article X, the Parties acknowledge and agree that, from and after Closing, their sole and exclusive remedy with respect to any and all Claims (other than Claims arising from the Purchaser Leases or Fraud on the part of a party hereto in connection with the Transactions) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (excluding the Purchaser Leases), shall be pursuant to the indemnification provisions set forth in this Article X. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, Claims and Losses for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (excluding the Purchaser Leases) it may have against the other Parties and their Affiliates and each of their respective Representatives arising under or based upon any Laws, or the indemnification provisions set forth in this Article X. Â (b)Â Each of the Parties acknowledge that, subject to any rights they may have hereunder to seek and obtain specific performance or other express injunctive remedies, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for the breach of any representation, warranty, covenant, obligation or agreement contained herein or for any other claim arising in connection with or with respect to the Transactions. As such, each of the Parties waive any right to rescind this Agreement or any of the Transactions subsequent to the Closing. Â ARTICLE XI. MISCELLANEOUS Â 11.1. Notice. Â (a)Â All notices, requests, demands, and other communications required or permitted to be given or made hereunder by Purchaser or Seller (each a â€œNoticeâ€) shall be in writing and shall be deemed to have been duly given or made if (a) delivered personally, (b) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (c) delivered by prepaid overnight courier service or (d) delivered by e-mail of a PDF document, in each case, to Purchaser and Seller at the addresses set forth on ScheduleÂ 11.1 (or at such other addresses as shall be specified by Purchaser and Seller by similar notice). Â 39 Â Â (b)Â Notices shall be effective and deemed received (i) if delivered personally or sent by courier service, upon actual receipt by the intended recipient, (ii) if mailed, upon the earlier of five (5) days after deposit in the mail or the date of delivery as shown by the return receipt therefor, or (iii) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Â 11.2.Â Entire Agreement. This Agreement and the Ancillary Agreements supersede all prior discussions and agreements between the Parties and/or their Affiliates with respect to the subject matter hereof and contains the sole and entire agreement between the Parties and their Affiliates with respect to the subject matter hereof. Â 11.3.Â Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, each Party will pay its own costs and expenses incurred in anticipation of, relating to and in connection with the negotiation and execution of this Agreement and the Transactions. Â 11.4. Disclosure. Â (a)Â Unless the context otherwise requires, all capitalized terms used in the Schedules shall have the respective meanings assigned to such terms in this Agreement. Neither the Schedules, the exhibits nor any disclosure made in or by virtue of them constitutes or implies any representation, warranty, or covenant by Seller or the Company not expressly set out in this Agreement, and neither the Schedules, the exhibits, nor any such disclosure has the effect of, or may be construed as, adding to, broadening, deleting from or revising the scope of any of the representations, warranties, or covenants of Seller or the Company in this Agreement. Any item or matter disclosed or listed on any particular Schedule is deemed to be disclosed or listed on any other Schedule to the extent it is reasonably apparent that such item relates or is applicable to, or is properly disclosed under, such other Schedule or the section of this Agreement to which such Schedule corresponds, notwithstanding the fact that the Schedules are arranged to correspond to the sections of this Agreement or that a particular section of this Agreement makes reference to a particular Schedule. Matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. The fact that any item of information is contained in the Schedules is not an admission of liability under any applicable Law, and does not mean that such information is required to be disclosed in or by this Agreement, or that such information is material, but rather is intended only to qualify the representations, warranties and covenants in this Agreement and to set forth other information required by this Agreement. Neither the specification of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Schedules is intended to imply that such amount, or a higher or lower amount, or the item so included, or any other item, is or is not material and no Party shall use the specification of any such amount or the inclusion of any such item in any dispute or controversy between or among the Parties as to whether any obligation, item or matter not described herein or included in the Schedules is or is not material for purposes of this Agreement. The information set forth on the Schedules or exhibits shall not be used as a basis for interpreting the terms â€œmaterialâ€, â€œmaterially â€, â€œmaterialityâ€, â€œMaterial Adverse Effectâ€, or any similar qualification in this Agreement. Neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Schedules is intended to imply that such item or matter, or another item or matter, is or is not in the ordinary course of business and no Party shall use the specification or the inclusion of any such item or matter in any dispute or controversy between or among the Parties as to whether any obligation, item or matter described or not described herein or included or not included in the Schedules is or is not in the ordinary course of business for purposes of this Agreement. Headings have been inserted in the Schedules for reference only and do not amend the descriptions of the disclosed items set forth in this Agreement. Â 40 Â Â (b)Â Prior to the Closing, promptly after Seller becomes aware of any changes, additions, events or circumstances first occurring or being discovered after the date hereof (and not arising out of a breach of this Agreement) which cause any change in, or addition to, the Schedules, Seller may deliver to Purchaser one or more amended and restated Schedules that reflect such changes, additions, or events or circumstances, and such amended and restated Schedules shall amend and restate the Schedules delivered on the date hereof. Â 11.5.Â Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law, will, subject to SectionÂ 10.2, be cumulative and not alternative. Â 11.6.Â Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by Seller and Purchaser. Â 11.7. No Third Party Beneficiary; No Affiliate Liability. Except for the provisions of Section 6.2 and Article X (which are intended to be for the benefit of the Persons identified therein) and as otherwise provided in this SectionÂ 11.7, the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person; provided that only Purchaser and Seller (and their respective successors and assigns) will have the right to enforce the provisions of this Agreement on its behalf or on behalf of any of its related indemnitees (but shall not be obligated to do so). The Parties agree, to the fullest extent permitted by Law, that none of their respective Affiliates, or agents shall have any liability or responsibility whatsoever under this Agreement to any the other Party or its respective Affiliates, or agents on any basis (including in contract or tort, under federal or state securities Laws or otherwise). Â 11.8.Â Assignment; Binding Effect. Any Party may assign its rights and obligations hereunder to an Affiliate but such assignment shall not release such Party from its obligations hereunder. Except as provided in the preceding sentence, neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, and any attempt to do so will be void, except for assignments and transfers by Purchaser to an Affiliate thereof. Subject to this SectionÂ 11.8, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns. Â 11.9.Â Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not modify, define or limit any of the terms or provisions hereof. Â 41 Â Â 11.10.Â Invalid Provisions. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. Upon the Parties or a Governmental Authorityâ€™s determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any applicable rule of Law or public policy, (a) the Parties shall agree to substitute a suitable and equitable provision therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability. Â 11.11.Â Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or .pdf copies hereof or signature hereon shall, for all purposes, be deemed originals. Â 11.12. Governing Law; Venue; and Jurisdiction. Â (a)Â This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas (without regard to the conflict of laws principles thereof that would require the applications of the Laws of another jurisdiction). Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or the Transactions shall be brought and determined in any state or federal court in Bexar County, Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the Transactions in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit the rights of the Parties to obtain execution of judgment in any other jurisdiction. The Parties further agree, to the extent permitted by Law, that a final and non- appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Â (b)Â EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND WITH RESPECT TO ANY COUNTERCLAIM RELATED THERETO. Â 11.13.Â Attorneysâ€™ Fees. If any Party shall bring an action to enforce the provisions of this Agreement, the prevailing Party or Parties shall be entitled to recover its reasonable attorneysâ€™ fees and expenses incurred in such action from the Party against whom injunctive relief is enforced or, in the absence of injunctive relief, the Party obtaining the lesser monetary relief, in each case in the reasonable discretion of the court adjudicating such matter. Â 11.14. Transaction Privilege. Â (a)Â The Parties hereby acknowledge and agree that Jackson Walker LLP, Sidley Austin LLP, and Bracewell LLP (collectively, â€œJackson Walkerâ€) has represented the Seller and one or more of its Affiliates (each a â€œSeller Group Memberâ€ and, collectively, the â€œSeller Group Membersâ€) and the Company prior to the Effective Date, including in connection with the negotiation, documentation, and consummation of this Agreement and the Transactions, and that the Seller Group Members have a reasonable expectation that, after the Closing, Jackson Walker will, if the Seller Group Members so wish, represent them in connection with any pending or possible or threatened Claim or Proceeding involving any Seller Group Member or their Representatives, on the one hand, and any other party to this Agreement (including the Company from and after the Closing) (an â€œOther Partyâ€) or any of their respective Affiliates and Representatives (each an â€œOther Party Group Memberâ€ and, collectively, the â€œOther Party Group Membersâ€), on the other hand, arising under or relating to this Agreement. Â 42 Â Â (b)Â Each Other Party, on its own behalf and on behalf of the Other Party Group Members, hereby agrees to all of the matters and consents to the potential future representations described in this SectionÂ 11.14 and specifically expressly waives and agrees not to assert any conflict of interest that may arise or be deemed to arise under applicable Law or standard of professional responsibility if, after the Closing, Jackson Walker represents any Seller Group Member or other Persons in connection with any Claim or Proceeding arising under or relating to this Agreement or the Transactions whether or not such matter is one in which Jackson Walker may have previously advised the Seller Group Members or in respect of any other matters. Â (c)Â In addition, each of the Parties irrevocably acknowledges and agrees that, from and after the Closing, the attorney-client privilege arising from communications prior to the Closing between any one or more of the Seller Group Members and the Seller and the Company (which, for the avoidance of doubt, includes for purposes hereof any Representatives of the Seller and the Company), on the one hand, and Jackson Walker, on the other hand, to the extent related to this Agreement or the Transactions, shall be excluded from the Assets or any other property, rights, privileges, powers, franchises, and other interests held by any Other Party Group Members, that such attorney-client privilege shall be deemed held solely by the Seller Group Members, and that no Other Party Group Member shall have any right to assert, waive, or otherwise alter any such attorney-client privilege at any time after the Closing. All communications between the Seller Group Members or the Company, on the one hand, and Jackson Walker, on the other hand, relating to the negotiation, documentation, and consummation of this Agreement and the Transactions shall be deemed to be privileged and to belong solely to the Seller Group Members (and not Other Party Group Members). The Other Party Group Members shall not have access to any such communications, files, records, or other documents (as used herein whether in electronic form or otherwise), of Jackson Walker relating to such engagement. The Other Parties, to the fullest extent allowed by Law, agree (i) that no waiver of any privilege or right of the Seller Group Members is intended or will be claimed by any Other Party as a result of any communications, files, records, or other documents being maintained within the records or files, of any Other Party Group Member or otherwise in its possession or control, (ii) all Other Party Group Members shall endeavor to locate and delete or destroy all such documents and information in their possession or control, and (iii) no Other Party Group Member will review, offer into evidence, or otherwise attempt to use any such communications, files, records, or documents (whether or not so maintained) in any Claim or Proceeding arising under or relating to this Agreement and the Transactions. Â (d)Â This SectionÂ 11.14 shall be irrevocable, and no term of this SectionÂ 11.14 may be amended, waived, or modified, without the prior written consent of Jackson Walker, the Seller Group Members, and their respective Affiliates affected thereby. Notwithstanding any other provision of this Agreement, Jackson Walkerâ€™s rights and privileges under this SectionÂ 11.14 may be transferred and assigned by Jackson Walker to its successors and assigns. Â Â [The remainder of this page is intentionally blank; signature pages follow.] Â 43 Â Â IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date first above written. Â Â SELLER: Â Â Â Â PILOT OFS HOLDINGS LLC a Delaware limited liability company Â Â Â Â By: /s/ Zachary Neal Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Â Signature Page to Purchase and Sale Agreement Â Â Â Â Â PURCHASER: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company, its Manager Â Â Â Â By: /s/ James H. Ballengee Â Name: James H. Ballengee Â Title: Manager Â Â Signature Page to Purchase and Sale Agreement Â Â Â Â EXHIBIT A Â FORM OF ASSIGNMENT OF MEMBER INTEREST Â (Attached) Â Exhibit A â€“ Page 1 Â Â Execution Version Â ASSIGNMENT OF MEMBER INTEREST Â This Assignment of Member Interest (this â€œAssignmentâ€) is dated effective DecemberÂ __, 2023 (the â€œClosing Dateâ€) by and between PILOT OFS HOLDINGS LLC, a Delaware limited liability company (â€œAssignorâ€), and MERIDIAN EQUIPMENT LEASING LLC, a Texas limited liability company (â€œAssigneeâ€). Assignor and Assignee may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Assignor owns all right, title and interest in and to all of the issued and outstanding limited liability company membership interests (collectively, the â€œCompany Interestsâ€) in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€); Â WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement of even date herewith (the â€œPurchase Agreementâ€), pursuant to which Assignor has agreed to assign, sell, and transfer to Assignee, and Assignee has agreed to purchase and accept from Assignor, the Company Interests; Â NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, terms and provisions in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: Â 1.Â Assignment and Assumption. Assignor does hereby BARGAIN, GRANT, SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Assignee all right, title and interest in and to the Company Interests, and Assignee hereby ACCEPTS and ASSUMES the Company Interests (and all right, title and interest in and to such interests); in each case, on and subject to all of the terms, conditions, and provisions of the Purchase Agreement. Â 2.Â Resignation and Admission. Assignee is hereby admitted as a member of the Company, and Assignor shall and hereby does immediately resign and cease to be a member and manager of the Company. Assignee hereby agrees to become the sole â€œMemberâ€ of the Company, as such term is defined in the Amended and Restated Limited Liability Company Agreement of the Company dated JuneÂ 23, 2012. Â 3.Â Purchase Agreement. Assignor and Assignee agree that this Assignment is delivered pursuant to the Purchase Agreement, is subject in all respects to the terms and conditions thereof, and that, notwithstanding anything contained herein to the contrary, this Assignment shall not be deemed to limit, enlarge, alter, extinguish, or otherwise modify the terms, conditions, or other provisions of the Purchase Agreement or any other document

executed in connection therewith (the â€œTransaction Documentsâ€) or any obligations of Assignee or Assignor under the Purchase Agreement or the Transaction Documents, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Purchase Agreement or the Transaction Documents, as the case may be. In the event of any inconsistencies or conflicts between the terms of this Assignment, the Purchase Agreement, or the Transaction Documents, the terms of the Purchase Agreement shall govern and control. Â 4.Â Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Â 5.Â Assignment; Third-Party Beneficiaries. This Assignment shall not be assignable by any Party hereto without the prior written consent of the other Party hereto, and any attempt to assign this Assignment without such consent shall be void and of no effect, except that Assignee may by notice to Assignor assign its rights or delegate its obligations hereunder in whole or in part to any of its affiliates, provided that no such assignment shall relieve Assignee of its obligations hereunder. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon any person other than the Parties hereto and their successors and assigns permitted by this SectionÂ 5 any right, remedy, or claim under or by reason of this Assignment. Â Page 1 Â Â 6.Â Amendment; Waivers. No amendment, modification, or discharge of this Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The failure of either Party to exercise any rights or privileges hereunder shall not be construed as a waiver of any such rights or privileges hereunder. The rights and remedies herein provided are cumulative and, except as otherwise expressly provided in this Assignment, none is exclusive of any other or of any rights or remedies that any Party may otherwise have at law or in equity. Â 7. Governing Law; Venue; and Jurisdiction. Â (a)Â This Assignment shall be governed by and construed in accordance with the Laws of the State of Texas (without regard to the conflict of laws principles thereof that would require the applications of the Laws of another jurisdiction). Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Assignment or the Transactions Documents shall be brought and determined in any state or federal court in Bexar County, Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Assignment. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Assignment or the Transaction Documents in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit the rights of the Parties to obtain execution of judgment in any other jurisdiction. The Parties further agree, to the extent permitted by Law, that a final and non- appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Â (b)Â EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT AND WITH RESPECT TO ANY COUNTERCLAIM RELATED THERETO. Â 8.Â Entire Agreement. This Assignment, the Purchase Agreement, and the Transaction Documents constitute the entire agreement of the Parties with respect to the assignment of the Company Interests to Assignee, and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to such assignment. Â 9.Â Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision or portion of any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed, and enforced in such jurisdiction in such manner as will effect as nearly as lawfully possible the purposes and intent of such invalid, illegal, or unenforceable provision. Â 10.Â Counterparts. This Assignment may be executed in multiple counterparts, including multiple signature pages, each of which shall be an original, with the same effect as if the signature hereto were upon the same instrument, whether by means of electronic, facsimile, physical delivery, or other method of transmission. Â Â [Remainder of Page Intentionally Left Blank; Signature Pages Follow] Â Page 2 Â Â IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Closing Date. Â Â ASSIGNOR: Â Â Â Â PILOT OFS HOLDINGS, LLC, a Delaware limited liability company, Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Â ASSIGNEE: Â Â Â Â MERIDIAN EQUIPMENT LEASING LLC a Texas limited liability company Â Â Â By: Â Â Name: Â Â Title: Â Â Â Signature Page to Assignment of Membership Interest Â Â Â Â EXHIBIT B Â FORM OF PURCHASER NOTE Â (Attached) Â Exhibit B â€” Page 1 Â Â Execution Version Â SECURED PROMISSORY NOTE Â 1.Â For value received, MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company, whose address is 5220 Spring Valley Road, Suite LL20, Dallas, Texas 75254 (â€œBorrowerâ€) on this day, December __, 2023 (the â€œEffective Dateâ€) does hereby promise to pay to the order of PILOT OFS HOLDINGS LLC, a Delaware limited liability company, whose address is 20 Greenway Plaza, Suite 500, Houston, Texas 77046 (â€œLenderâ€), at the foregoing address or at such other address as Lender shall from time to time specify in writing, in lawful money of the United States of America, the sum of Twelve Million Five Hundred Thousand and No/100s US Dollars ($12,500,000.00 USD) (the â€œTotal Principal Amountâ€), or such greater capitalized amounts advanced to or owing by Borrower and remaining outstanding under this Promissory Note (this â€œNoteâ€), together with interest from the date hereof on the principal balance outstanding from time to time as hereinafter provided. Subject to SectionÂ 3 below, interest shall be computed on a per annum basis of a year of three hundred sixty (360) days and for the actual number of days elapsed, unless such calculation would result in a rate greater than the highest rate permitted by applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be. Capitalized terms not defined in this Note shall have the same meaning as set forth in that certain Purchase and Sale Agreement of even date herewith by and between Lender and Borrower (the â€œPurchase Agreementâ€). Collectively, this Note, the Purchase Agreement, that certain Security Agreement of even date herewith by and between Borrower, as Obligor, and Lender, as Secured Party (the â€œSecurity Agreementâ€), and that certain Pledge Agreement of even date herewith by and between Equipment Transport, LLC, as Pledgor, and Lender, as Secured Party (the â€œPledge Agreementâ€), and any and all renewals, extensions, modifications, amendments, ratifications, restatements, rearrangements and substitutions of all or any part of such documents, are hereinafter referred to as the â€œLoan Documentsâ€. Â 2.Â Payment Terms. Interest on amounts outstanding hereunder shall accrue and capitalize monthly from the Effective Date. The Total Principal Amount plus all interest accrued shall be payable by Borrower in full on JuneÂ 30, 2024 (the â€œMaturity Dateâ€), when the entire amount hereof shall then be fully paid; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine. Â 3.Â Interest Rate. The annual rate of interest on all sums outstanding hereunder shall be equal to ten and one-half percent (10.50%). The principal amount owed hereunder shall be considered for all purposes by the Parties as the total capitalized value owed to Lender. Â 4.Â Use of Proceeds Default Payments and Rate. Upon an Event of Default, including failure to pay upon the Maturity Date, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the interest rate otherwise provided herein by the greater of three (3.00) percentage points or the maximum rate permitted by law, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including the rate determined under â€œ(a)â€ above). Â 5.Â Payment and Prepayment. Borrower may prepay, prior to maturity, all or any part of the principal of this Note in accordance with the terms and provisions hereof. All payments and prepayments of principal and interest shall be applied first to accrued interest and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and prepayments of principal or interest on this Note shall be made and tendered in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or such other place as the holder of this Note shall designate in writing to Borrower. All partial prepayments of principal shall be applied to the last installments payable in their inverse order of maturity. The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued and unpaid interest on this Note, absent manifest error. Â 6. Events of Default. The following shall be considered an â€œEvent of Defaultâ€ for purposes of this Note: Â (a)the failure of Borrower to pay when due any amount owed under this Note or any part hereof, principal or interest, as the same shall become due and payable; or Â Secured Promissory NotePage 1 of 4 Â Â (b)any material breach or default of the Purchase Agreement, or any document ancillary thereto, made subject thereto, or executed in connection therewith; or Â (c)any representation or warranty made by the Borrower in this Note shall have been untrue in any material respect when made; or Â (d)One or more judgments, orders or decrees for the payment of money in an aggregate amount in excess of $5,000,000 (to the extent not covered by insurance provided by an independent solvent third-party insurer who has been notified of such judgment, order or decree and has not denied coverage) shall be rendered against the Borrower or any of its Subsidiaries and the same shall remain undischarged, unvacated or unbonded for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon properties of the Borrower or any of its Subsidiaries to enforce any such judgment; or Â (e)the Borrower shall (i) voluntarily commence any proceeding or file any petition seeking relief under the Title 11 of the United States Code (the â€œBankruptcy Codeâ€), as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of any proceeding or the filing of any petition described in subsection (f) below, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable, admit in writing its general inability or fail generally to pay its debts as they become due; or Â (f)An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower, or of a substantial part of the property or assets of the Borrower, under the Bankruptcy Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower or (iii) the winding- up or liquidation of the Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; Â 7.Â Default. It is expressly provided that upon the occurrence of an Event of Default, the holder of this Note may, at its option, without further notice or demand, (a) declare the outstanding principal balance and accrued but unpaid interest on this Note at once due and payable, (b) pursue any and all other rights, remedies and recourses available to the holder hereof, at law or in equity, or (c) pursue any combination of the foregoing; and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrower agrees and promises to pay all costs of collection, including reasonable attorneyâ€™s fees. The failure to exercise the option to accelerate the maturity of this Note or any other right, remedy or recourse available to the holder hereof upon the occurrence of an Event of Default hereunder shall not constitute a waiver of the right of the holder of this Note to exercise the same at that time or at any subsequent time with respect to such Event of Default or any other Event of Default. The rights, remedies and recourses of the holder hereof, as provided in this Note and in any of the other Loan Documents, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefore shall arise, at the sole discretion of the holder hereof. The acceptance by the holder hereof of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not (x) constitute a waiver of or impair, reduce, release or extinguish any right, remedy or recourse of the holder hereof, or nullify any prior exercise of any such right, remedy or recourse, or (y) impair, reduce, release or extinguish the obligations of any party liable under any of the Loan Documents as originally provided therein or herein. Â Secured Promissory NotePage 2 of 4 Â Â 8.Â No Usury Intended; Usury Savings Clause. In no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest or other charges previously paid to the holder of the Note in excess of the amounts permitted by applicable law shall be applied by the holder of the Note to reduce the principal of the indebtedness evidenced by the Note, or, at the option of the holder of the Note, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan and indebtedness, all interest at any time contracted for, charged or received from the Borrower hereof in connection with the loan and indebtedness evidenced hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. Â 9.Â Joint and Several Liability; Waiver. Borrower, and each maker, signer, surety, guarantor and endorser hereof, as well as all heirs, successors and legal representatives of said parties, shall be directly and primarily, jointly and severally, liable for the payment of all indebtedness hereunder. Lender may release or modify the obligations of any of the foregoing persons or entities, or guarantors hereof, in connection with this loan without affecting the obligations of the others. All such persons or entities expressly waive presentment and demand for payment, notice of default, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, notice of protest, notice of dishonor, and all other notices and demands for which waiver is not prohibited by law, and diligence in the collection hereof; and agree to all renewals, extensions, indulgences, partial payments, or releases, with or without notice, before or after maturity. No delay or omission of Lender in exercising any right hereunder shall be a waiver of such right or any other right under this Note. Â 10.Â Security. The Borrowerâ€™s performance of its obligations hereunder is secured by (a) a lien and security interest in the Collateral as set forth in the Security Agreement, coupled with a power of sale, and (b) a lien and security interest in all of the Company Interest, coupled with a power of attorney, as set forth in the Pledge Agreement. The holder of this Note is entitled to all the rights, benefits and security provided in the Loan Documents. Â 11.Â Texas Finance Code. In no event shall Chapter 346 of the Texas Finance Code apply to this Note. To the extent that Chapter 303 of the Texas Finance Code is applicable to this Note, the â€œweekly ceilingâ€ specified in such article is the applicable ceiling; provided that, if any applicable law permits greater interest, the law permitting the greatest interest shall apply. Â 12.Â Governing Law and Venue. Borrower and Lender agree that the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Note, without regard to its conflict of laws provisions. IN THE EVENT OF A DISPUTE INVOLVING THIS NOTE OR THE LOAN DOCUMENTS, THE UNDERSIGNED IRREVOCABLY AGREES THAT THE SOLE AND EXCLUSIVE VENUE FOR SUCH DISPUTE SHALL LIE IN A COURT OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS. Â 13.Â Captions and Headings. The captions and paragraph headings in this Note are inserted for convenience only and are not to be used to limit the terms herein. Â 14.Â Purchase Agreement. This Note is made pursuant to, and hereby incorporates by reference, the terms and provisions of the Purchase Agreement cited herein. Â Â [The remainder of this page is intentionally blank.] Â [Signature page follows.] Â Secured Promissory NotePage 3 of 4 Â Â WHEREFORE, premises considered, the authorized representative of Borrower has executed and entered into this Note to be effective as of the Effective Date. Â Â BORROWER: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC a Louisiana limited liability company, its Manager Â Â Â Â By: Â Â Name: James Ballengee Â Title: Manager Â Secured Promissory NotePage 4 of 4 Â Â EXHIBIT C Â FORM OF AMI AGREEMENT Â (Attached) Â Exhibit C â€” Page 1 Â Â Execution Version Â AREA OF MUTUAL INTEREST AGREEMENT Â This AREA OF MUTUAL INTEREST AGREEMENT (the â€œAgreementâ€) dated effective DecemberÂ __, 2023 (the â€œEffective Dateâ€) is by and between PILOT WATER SOLUTIONS, LLC, a Delaware limited liability company whose address is 20 Greenway Plaza, Suite 500, Houston, Texas 77046 (â€œPilotâ€), and ENDEAVOR CRUDE, LLC, a Texas limited liability company whose address is 5151 Belt Line Road, Suite 715, Dallas, Texas 75254 (â€œEndeavorâ€). Pilot and Endeavor may hereinafter be referred to individually as â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, concurrently with the execution hereof, an Affiliate of Pilot and an Affiliate of Endeavor have entered into a Purchase and Sale Agreement (the â€œPSAâ€), pursuant to which, the Affiliate of Endeavor, Meridian Equipment Leasing LLC, a Texas limited liability company, will acquire all of the outstanding equity interests in and to Equipment Transport, LLC, a Pennsylvania limited liability company from the Affiliate of Pilot; Â WHEREAS, Pilot, on the one hand, and Endeavor, on the other hand, desire to enter into an agreement covering certain Produced Water trucking and disposal operations; Â NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual agreements, covenants, and undertakings contained herein, the Parties do hereby agree as follows: Â ARTICLE I. DEFINITIONS Â 1.1. Definitions. Capitalized terms used but not defined herein shall have the same meaning as set forth in the PSA, except as set forth below. Capitalized terms contained in the Preamble, above, are incorporated herein by reference. The following terms shall have the following meanings for purposes of this Agreement: Â â€œAdditional Volumesâ€ has the meaning set forth in SectionÂ 3.2. Â â€œAffiliateâ€ means any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting

securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership or limited liability company, means direct or indirect ownership of at least fifty percent (50%) of the voting securities in such corporation or of the voting interest in such partnership or limited liability company. Â â€œAgreementâ€ mas the meaning set forth in the introductory paragraph. Â â€œArbitration Commencement Dateâ€ has the meaning set forth in SectionÂ 7.5(b). Â â€œArea of Mutual Interestâ€ or â€œAMIâ€ mas the meaning set forth in SectionÂ 3.1(a). Â â€œClaimsâ€ has the meaning set forth in SectionÂ 6.1(a). Â â€œConfidential Informationâ€ has the meaning set forth in SectionÂ 4.3(b). Â â€œEffective Dateâ€ has the meaning set forth in the introductory paragraph. Â 1 Â Â â€œEnvironmental Lawsâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Â§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Â§ 1251 et seq.; the Clean Air Act, 42 U.S.C. Â§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Â§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. Â§Â§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. Â§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Â§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. Â§Â§ 300f through 300j. Â â€œEvent of Defaultâ€ has the meaning set forth in SectionÂ 7.1. Â â€œGovernmental Authorityâ€ means any federal, state, local, municipal, or other governments; any governmental, regulatory, or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power; and any court or governmental tribunal. Â â€œLawsâ€ means any and all applicable laws, statutes, ordinances, permits, decrees, writs, injunctions, orders, codes, judgments, principles of common law, rules, or regulations that are promulgated, issued, or enacted by a Governmental Authority having jurisdiction, including Environmental Laws. Â â€œLiquidated Damagesâ€ has the meaning set forth in SectionÂ 7.4. Â â€œMonthly Disposal Reportâ€ has the meaning set forth in SectionÂ 3.5. Â â€œPartyâ€ or â€œPartiesâ€ have the meanings set forth in the introductory paragraph. Â â€œPersonâ€ means an individual, partnership, corporation, limited liability company, trust, or other entity. Â â€œPilotâ€ has the meaning set forth in the introductory paragraph. Â â€œPilot Event of Defaultâ€ has the meaning set forth in SectionÂ 7.2. Â â€œPriority Wellâ€ means any one of the Produced Water disposal wells listed on Exhibit A. Â â€œProduced Waterâ€ means any and all â€œoil and gas wasteâ€, as defined in Tex. Water Code Â§ 27.002(6) (2023), â€œfluid oil and gas wasteâ€, as defined in Tex. Nat. Res. Code Â§ 122.001(2) (2023), or any successor governmental statutes, rules, or regulations. Â â€œProposed Awardâ€ has the meaning set forth in SectionÂ 7.5(d). Â â€œPSAâ€ has the meaning set forth in the recitals. Â â€œRecordsâ€ has the meaning set forth in SectionÂ 3.6. Â â€œRepresentativeâ€ or â€œRepresentativesâ€ means, with respect to a particular Person, any director, member, limited or general partner, equityholder, officer, employee, agent, consultant, advisor, or other representative of such Person, including outside legal counsel, accountants, and financial advisors. Â â€œServicesâ€ means the receipt, injection, and disposal of Produced Water in wells approved for Produced Water injection and disposal. Â â€œTermâ€ has the meaning set forth in SectionÂ 2.1. Â 2 Â Â â€œEndeavor Event of Defaultâ€ has the meaning set forth in SectionÂ 7.2. Â ARTICLE II. TERM Â 2.1.Â Term of Agreement. This Agreement will be in full force and effect from the Effective Date until the second (2nd) anniversary of the Effective Date (the â€œTermâ€), unless terminated earlier pursuant to Article VII. Â ARTICLE III. DELIVERY OBLIGATIONS IN THE AMI Â 3.1. Hauling Obligation. Â (a)Â General. Subject to the terms and conditions of this Agreement, Endeavor, on behalf of itself and its Affiliates, covenants and agrees to the exclusive, irrevocable obligation, subject only to the exclusions set forth in SectionÂ 3.1(b), to direct and haul all commercial Produced Water loads originating within a twenty-five (25)-mile radius of any Priority Well (the â€œArea of Mutual Interestâ€ or â€œAMIâ€), hauled by either itself or its Affiliates or subcontractors, to the applicable Priority Well for disposal. Â (b)Â Exclusions from Right of First Call. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge and agree that Endeavor will be excused from such obligation to deliver volumes to a Priority Well in the event: Â (i)Â The wait time at the applicable Priority Well exceeds ninety (90) minutes for any particular load; Â (ii)Â The Priority Well is not in proper working order or capable of accepting Produced Water; Â (iii)Â The Priority Well is not approved to accept Produced Water by the dispatching producer of such Produced Water loads; or Â (iv)Â a Pilot management representative affirmatively rejects or does not accept a load from Endeavor for delivery to a Priority Well in writing. Â 3.2.Â No Charges. Endeavor will not be responsible, in any manner, for any payment or compensation to Pilot utilizing a Priority Well for the disposal of Produced Water. Such payment or compensation will be the obligation of the dispatching producer of the well in which the commercial load originated. Notwithstanding the foregoing, in no event shall this SectionÂ 3.2 serve to reduce or relieve any payment obligations of Endeavor contemplated by Article VI or Article VII of this Agreement. Â 3.3.Â Forecast. Each month during the Term, Endeavor shall provide to Pilot a good faith estimate of Produced Water truck transportation volumes for the upcoming month no later than the end of the first week of the current month. Â 3.4.Â Non-Circumvention. Neither Endeavor nor any of its Affiliates shall circumvent Pilot for Services within the AMI relating to volumes of trucked Produced Water during the Term. During the Term, Endeavor agrees (a) not to solicit, pursue, or engage any other Produced Water disposal operator within the AMI that would result in trucked volumes of Produced Water being received or delivered by Endeavor to a Produced Water disposal operator other than Pilot, and (b) not to remove Pilot, or cause Pilot to be removed, from any list of Endeavor-approved providers, vendors, or disposal well operators, for any reason. Â 3 Â Â 3.5.Â Monthly Disposal Report. Endeavor shall provide to Pilot a report on a monthly basis specifying all Produced Water volumes originating and dispatched from within the AMI and trucked to (a) Priority Wells and (b) all other third party wells (the â€œMonthly Disposal Reportâ€). The Monthly Disposal Report shall specify the volumes of Produced Water by date of dispatch and the corresponding volume by delivery point on each date of dispatch. To the extent that volumes of Produced Water dispatched from within the AMI are not delivered to Priority Wells, the Monthly Disposal Report shall provide an explanation as to why such volumes were not delivered to Priority Wells. Â 3.6.Â Record Retention and Audit Rights. During the Term of this Agreement, Endeavor will retain all Produced Water hauling and disposal records for the AMI, including, without limiting the generality of the foregoing, all financial and volumetric information, tickets, bills of lading, meter records, and driver logs (the â€œRecordsâ€), together with explanations for loads hauled to wells within the AMI that are not Priority Wells. Pilot may, at its own expense, inspect and audit the Records as necessary to verify compliance with the terms and conditions of this Agreement; provided, however, such right to audit the Records may only be exercised up to two (2) times per year, beginning on the Effective Date hereof. In the event any audit results in a monetary or Produced Water volumetric discrepancy adversely affecting Pilot in an amount equal to or greater than five percent (5%) in the aggregate or with respect to any individual Priority Well, Endeavor shall promptly pay to Pilot an amount equal to such discrepancy in accordance with SectionÂ 7.4, plus interest at an annual rate equal to eight percent (8%) from the time of accrual of each such discrepancy, plus all costs incurred to conduct such audit. Â ARTICLE IV. COVENANTS OF THE PARTIES Â 4.1.Â Performance. Except where provided otherwise, each Party shall use best efforts to perform all of its obligations under this Agreement. Without limiting the generality of the foregoing, Endeavor shall timely file all forms required by Governmental Authorities, including Forms P-4 and T-1 with the Railroad Commission of Texas. Â 4.2.Â Independent Contractors. In the performance of their obligations hereunder, the Parties shall be independent contractors and the employees of each Party and its subcontractors, as applicable, performing obligations hereunder will not be deemed to be employees or subcontractors of the other Party hereto. Neither Party shall not act or hold itself out to be an employee or subcontractor of the other Party. Nothing in this Agreement will be construed to (a) give either Party control over the day-to-day activities of the other Party, (b) constitute the Parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever, except as may be expressly provided herein. Â 4.3. Public Disclosure; Confidentiality. Â (a)Â Notwithstanding anything to the contrary contained in this Agreement, except as may be required to comply with the requirements of any applicable Law, from and after the Effective Date, neither Party shall make any press release or similar public announcement or communication relating to the transactions contemplated hereby or the existence of this Agreement, unless specifically approved in writing in advance by the other Party hereto. Â (b)Â Each Party shall keep confidential all information, customer lists, instructions, procedures, standards, specifications, the terms of this Agreement, the negotiations relating thereto, and all documents and information obtained by a Party from another Party in connection with the transactions contemplated hereby (collectively, the â€œConfidential Informationâ€) except (i) to the extent required by applicable Law, including the rules and regulations of any stock exchange, or (ii) pursuant to a court order issued by a court having proper and competent jurisdiction. Â 4 Â Â ARTICLE V. TAX MATTERS Â 5.1.Â Tax Matters. Each Party shall be responsible for, and shall pay or cause to be paid any and all taxes, assessments, and charges imposed by any Governmental Authority in connection with their performance pursuant to this Agreement. In the event Pilot is legally obligated to collect such taxes, assessments, or charges from Endeavor, Pilot shall have full authority to do so. If Endeavor is exempt from any such taxes, assessments, or charges, Endeavor shall furnish Pilot with a valid and properly completed resale or exemption certificate prior to the date(s) that Pilot is obligated to collect and remit such taxes, assessments, or charges. Â ARTICLE VI. INDEMNITY Â 6.1. Indemnification. Â (a)Â Endeavor shall indemnify, defend, and hold harmless Pilot from and against any and all costs, charges, fines, penalties, fees, claims, suits, demands, and liability whatsoever, including, without limitation, attorneysâ€™ fees and costs (the foregoing, collectively, â€œClaimsâ€) resulting from or arising out of the performance of its obligations under this Agreement due to (i) the Produced Water that is the subject of this Agreement while such Produced Water is under Endeavorâ€™s control during truck loading and unloading operations, and during such period as Pilot has title and risk of loss of such Produced Water as contemplated in SectionÂ 6.1(b), (ii) injury to or death of any person, (iii) damage to or loss of any property, including without limitation, any environmental damage, (iv) any violation of any applicable law, rule, or regulation, and/or (v) Endeavorâ€™s breach of its obligations under this Agreement. For the avoidance of doubt, Endeavorâ€™s defense and indemnity obligations will apply regardless of whether Pilot is, or is alleged to be, at fault, and regardless of the extent of Pilotâ€™s negligence, gross negligence, or willful misconduct. Â (b)Â Endeavorâ€™s defense and indemnity obligations as stated in SectionÂ 6.1(a) shall not apply to the extent that any Claims result from or arise out of the Produced Water after its delivery to Pilot, except to the extent resulting from the actions or inactions of Endeavor in connection with loading and unloading operations. Â ARTICLE VII. DEFAULT, TERMINATION, AND REMEDIES Â 7.1.Â Event of Default. In the event either Party has breached a covenant (other than a failure to pay money) of this Agreement, without regard to materiality, and failed to cure such breach within five (5) calendar days after receipt of written notice thereof, such event will constitute an â€œEvent of Defaultâ€. Â 7.2. Termination and Suspension Rights. Â (a)Â Endeavor Suspension Rights. Upon the occurrence of an Event of Default, if Pilot is the defaulting Party, Endeavor will be entitled to suspend its performance under this Agreement upon written notice to the Pilot until Pilot has cured such material breach. Â 5 Â Â (b)Â Pilot Termination Rights. Upon the occurrence of an Event of Default, if Endeavor is the defaulting Party, Pilot have the right to terminate this Agreement upon delivery of written notice of termination to Endeavor. Â (c)Â In addition to the foregoing, upon an Event of Default, the non-defaulting Party hereunder shall be entitled to all rights and remedies available in this Agreement, which shall be cumulative and in addition to any other rights or remedies provided by law or equity. Â 7.3.Â Specific Performance. Endeavor acknowledges that Pilot would be damaged irreparably if the obligations of Endeavor, as applicable, under this Agreement to be performed hereunder or in connection herewith are not performed in accordance with their specific terms or otherwise breached. It is, accordingly, agreed that, Pilot shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages, in addition to any other remedy to which Pilot is entitled at law or in equity. Endeavor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Endeavor further agrees not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that such specific enforcement is unavailable because a remedy of monetary damages would provide an adequate remedy. Â 7.4.Â Liquidated Damages. In addition to the rights afforded by SectionÂ 7.3, Endeavor understands that Pilot will also suffer irrevocable and unrecoverable damages should Endeavor fail to direct and haul loads of Produced Water to the Priority Wells, including disposal revenue and revenue relating to recovered skim oil. Consequently, Endeavor agrees to pay Pilot as liquidated damages a sum equal to One Hundred U.S. Dollars ($100) per trucked load of Produced Water (the â€œLiquidated Damagesâ€) received and originating within the AMI that is not directed to a Priority Well. Endeavor and Pilot agree that the actual damages that Pilot would suffer as a result of a such failure to perform is difficult and impracticable to ascertain, but that the Liquidated Damages are a reasonable and probable estimation of Pilotâ€™s actual damages that might arise out of each such failure to perform. Endeavor waives, to the maximum extent permitted by applicable law, any and all defenses as to the validity of the Liquidated Damages on grounds that they are void as penalties, are inaccurate, or are an insufficient approximation of the actual damages suffered by Pilot, and agrees not to claim or maintain any claim to the contrary. Â 7.5.Â Arbitration. Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of Agreement, shall be exclusively resolved by confidential, binding arbitration upon a Partyâ€™s submission of the dispute to arbitration. The demand for arbitration shall not be made more than four (4) years from when the aggrieved Party knew or should have known of the controversy, claim, dispute or breach. Â (a)Â This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Â (b)Â The arbitration shall be conducted by one (1) arbitrator to be selected by Pilot. Any Party may initiate arbitration by serving notice upon the other Party and filing a demand for arbitration with the American Arbitration Association. The date on which the arbitrator is selected shall be the â€œArbitration Commencement Dateâ€. Â (c)Â Except as expressly set forth in this SectionÂ 7.5 or waived in writing by all Parties, the arbitration shall be conducted in accordance with the then-existing Expedited Procedures of the Commercial Rules of the American Arbitration Association, irrespective of the amount in controversy or other requirements or preconditions of such Expedited Procedures, and shall be held and conducted in Harris County, Texas. Â 6 Â Â (d)Â Each Party shall within fourteen (14) calendar days following the Arbitration Commencement Date prepare and deliver to the arbitrator and the other Party its proposed terms to resolve the disputed matter (the â€œProposed Awardâ€) and a memorandum in support thereof. The arbitrator shall also be provided with a copy of this Agreement. Within seven (7) calendar days after receipt of the other Partyâ€™s memorandum, each Party may submit to the arbitrator (with a copy to the other Party) a rebuttal to the other Partyâ€™s memorandum, which may include a modified and/or amended Proposed Award. Neither Party may have ex parte communications (either written or oral) with the arbitrator other than for the sole purpose of scheduling and administrative matters. Â (e)Â Within seven (7) calendar days after expiration of each Partyâ€™s deadline to submit a rebuttal, the arbitrator shall select as final and binding only one of the two Proposed Awards. The arbitrator shall select the Proposed Award that is most consistent with a strict interpretation of this Agreement. The arbitrator shall have no authority to modify or amend either Partyâ€™s Proposed Award or this Agreement. The arbitrator shall be entitled to issue injunctive or other equitable relief. If monetary relief is awarded, the arbitrator shall award interest from the time of the breach to the time of award at an annual rate of eight percent (8%). Â (f)Â Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party, and the existence, content, or results of any arbitration hereunder shall be deemed Confidential Information of the Parties. Â (g)Â The cost of the arbitration proceeding, as applicable (including, without limitation, reasonable attorneysâ€™ fees and costs, expert fees, arbitrator fees, and related costs and expenses), shall be borne by the non-prevailing Party. The cost of any proceeding in court to confirm or to vacate any arbitration award shall be borne by the non-prevailing Party thereto. For purposes of this subsection, the â€œnon-prevailing Partyâ€ is the Party whose Proposed Award was not selected by the arbitrator. Â (h)Â The arbitratorâ€™s award or decision shall be final, binding, and non-appealable. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions hereof by bringing suit in a court of competent jurisdiction situated in the Harris County, Texas. IN RESPECT OF ANY ENFORCEMENT ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS AND WAIVES ALL OBJECTION TO THE CONTRARY TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT OF COMPETENT JURISDICTION LOCATED WITHIN HARRIS COUNTY, STATE OF TEXAS, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON HIM, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY FIRST CLASS REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, DIRECTED TO THEM AT THE ADDRESS SPECIFIED IN THIS AGREEMENT. EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ITS RIGHT TO DEMAND A TRIAL BY JURY IN ANY COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Â 7 Â Â ARTICLE VIII. MISCELLANEOUS PROVISIONS Â 8.1.Â Notices. All notices, communications, and deliveries under this Agreement will be made in writing, signed by or on behalf of the Party making the same, will specify the Section under this Agreement pursuant to which it is being given or made, and will be delivered personally, by facsimile transmission, e-mail, or sent by registered or certified mail (return receipt requested) or by nationally-recognized overnight courier (with evidence of delivery and postage and other fees prepaid) as follows: Â Â If to Pilot: Pilot Water Solutions, LLC 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Attn: Zachary Neal EVP, Corporate Development Email: zachary.neal@pilotwater.com Â Â Â Â With a copy to: Pilot Water Solutions, LLC 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Attn: Adam Law SVP & General Counsel Email: adam.law@pilotwater.com Â Â Â Â Â Jackson Walker LLP 2323 Ross Avenue, Suite 600 Dallas, Texas 75201 Attn: Pat Knapp Email:

pknapp@jw.com Â Â Â If to Endeavor: [â—] Â Â Â With a copy to: [â—] Â or to such other representative or at such other address, e-mail address, or facsimile number of a Party as such Party may furnish to the other Party in writing. All notices given by personal delivery or mail will be effective on the date of actual receipt at the appropriate address or on the date receipt is rejected at such address. Notices given by facsimile will be effective upon acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating the facsimile was sent in its entirety to the addresseeâ€™s facsimile number. Â 8.2.Â Assignment; Successors in Interest. Endeavor covenants and agrees that it will not assign, mortgage, or encumber this Agreement or any of its rights or obligations under this Agreement, in whole or in part. Any such assignment, transfer, mortgage, or encumbrance of this Agreement without the prior written consent of the other Party will be null, void, and of no effect. Pilot may assign all or any part of this Agreement, in whole in part, upon written notice to Endeavor, at any time or from time to time. Â 8.3.Â Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding any choice of law rules which may require the application of the laws of another jurisdiction. Â 8 Â Â 8.4.Â Severability. Any provision declared or rendered unlawful by a court or Governmental Authority of competent jurisdiction, or deemed unlawful as a result of a statutory change, will not otherwise affect the validity of the remaining lawful obligations that arise under this Agreement. Â 8.5.Â Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, together, constitute one and the same instrument. Facsimile or scanned and e-mailed transmission of any signed original document or retransmission of any signed facsimile or scanned and e-mailed transmission will be deemed delivery of an original. Â 8.6.Â No Third-Party Beneficiaries. Nothing, expressed or implied, in this Agreement is intended, or will be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement. Â 8.7. Amendment; Waiver. Â (a)Â Any amendment, extension, or waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed by both Endeavor and Pilot. Â (b)Â A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. Â 8.8.Â Entire Agreement. This Agreement, constitutes the entire and complete agreement of the Parties with respect to the matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement will be binding on the other Party unless in writing and signed by both Parties. Â 8.9.Â Construction. This Agreement has been freely and fairly negotiated between the Parties and will be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to Law will be deemed also to refer to such Law as amended, modified, succeeded, or supplemented and in effect at any given time, and all rules and regulations promulgated thereunder, unless context requires otherwise. The words â€œinclude,â€ â€œincludes,â€ and â€œincludingâ€ do not limit the preceding terms or words and will be deemed to be followed by â€œwithout limitation.â€ Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural, and vice versa, unless context requires otherwise. Unless context requires otherwise, the terms â€œdayâ€ and â€œdaysâ€ mean calendar day(s). The words â€œthis Agreement,â€ â€œherein,â€ â€œhereof,â€ â€œhereby,â€ â€œhereunder,â€ and words of similar import refer to this Agreement as a whole and not to any particular subdivision, unless expressly limited. All section, subsection, and article headings and titles contained in this Agreement are for convenience only and will not be construed to have any effect or meaning with regard to the construction of this Agreement. Â 8.10.Â Survival. The provisions of this Agreement which are necessary to give effect to this Agreement following the termination of expiration hereof will survive the termination and/or expiration of this Agreement. Â 8.11.Â Third Parties. Nothing contained in this Agreement will be construed to create any right in, duty to, standard of care with respect to, or any liability to any Person who is not a party to this Agreement. Without limiting the generality of the foregoing, the Parties (a) acknowledge and agree that the Representatives, stockholders, members, and other security holders of Pilot, Endeavor, and their respective Affiliates are not parties to this Agreement and that the representations, warranties, covenants, and agreements made in this Agreement are provided only by Pilot and Endeavor, as the case may be, and (b) agree that neither Party shall have recourse against any Representative, stockholder, member, or other security holder of the other Party or its Affiliates under or in connection with this Agreement, whether for any representation, warranty, covenant, agreement (including any indemnification), or otherwise. Â Â [Signature page follows; the remainder of this page is intentionally blank.] Â 9 Â Â IN WITNESS HEREOF, the Parties have entered into and caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Â PILOT WATER SOLUTIONS, LLC, a Delaware limited liability company Â Â Â Â By: Â Â Â Â Â Name: Â Â Â Â Â Title: Â Â Â Â Â ENDEAVOR CRUDE, LLC, a Texas limited liability company Â Â Â Â By: Â Â Â Â Â Name: Â Â Â Â Â Title: Â Â Â Â Signature Page to AMI Agreement Â Â Â EXHIBIT D Â FORM OF TRANSITION SERVICES AGREEMENT Â (Attached) Â Exhibit D â€” Page 1 Â Â Execution Version Â TRANSITION SERVICES AGREEMENT Â This TRANSITION SERVICES AGREEMENT (this â€œAgreementâ€) is dated effective DecemberÂ __, 2023 (the â€œEffective Dateâ€) by and between PILOT OFS HOLDINGS, LLC, a Delaware corporation (â€œService Providerâ€), and EQUIPMENT TRANSPORT, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€). Service Provider and the Company may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Service Provider and Meridian Equipment Leasing LLC (â€œMeridianâ€) have entered into that certain Purchase and Sale Agreement dated DecemberÂ 22, 2023 (the â€œPSAâ€), whereby, on the terms and subject to the conditions set forth in the PSA, Meridian agreed to purchase from Service Provider, and Service Provider agreed to convey or cause to be conveyed to Meridian, all of the limited liability company membership interests in and to the Company; and Â WHEREAS, in connection with the PSA, and pursuant to the terms and subject to the conditions of this Agreement, the Company desires for Service Provider to provide (or cause to be provided), and Service Provider is willing to provide (or cause to be provided) to the Company, certain transition services as described herein. Â NOW THEREFORE, in consideration of the mutual covenants, terms and provisions hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: Â 1.Â Capitalized Terms. Capitalized terms used but not defined herein shall have their respective meanings set forth in the PSA. Â 2.Â Service Provider Services. During the Term of this Agreement, subject to the conditions set forth herein, Service Provider shall provide, or cause to be provided, to the Company, the transition services described in Schedule A as reasonably requested by Company in connection with the Company Business (collectively, the â€œService Provider Servicesâ€). The Service Provider Services shall be performed in a commercially reasonable manner, in accordance with Law, and consistent with the past practices and standards for the provision of such Service Provider Services, by sufficient and qualified employees of Service Provider or its Affiliates, as may be reasonably needed to provide the Service Provider Services. In addition to the responsibilities of the Parties contained elsewhere in this Agreement, each Party shall reasonably cooperate with the other Parties and provide such reasonable assistance, access to systems and facilities, and information, as well as timely approvals, as such Party may reasonably request in connection with the Service Provider Services or the performance of such Partyâ€™s obligations hereunder. Â 3.Â Company Services. During the Term of this Agreement, subject to the conditions set forth herein, Company shall provide, or cause to be provided, to the Service Provider, the transition services described in Schedule B as reasonably requested by Service Provider in connection with the Company Business (collectively, the â€œCompany Servicesâ€). The Company Services shall be performed in a commercially reasonable manner, in accordance with Law, and consistent with the past practices and standards for the provision of such Service Provider Services, by sufficient and qualified employees of Service Provider or its Affiliates, as may be reasonably needed to provide the Service Provider Services. Â 4.Â Term and Termination. This Agreement shall be in force and effect for a term beginning on the Effective Date and continuing for a period of thirty (30) days (the â€œPrimary Termâ€), continuing thereafter on a month- to-month basis thereafter (the â€œSecondary Termâ€) until the provision of seven (7) calendar days advance written notice of termination from Service Provider to Company; provided that Service Provider may terminate all or any part of the Service Provider Services at any time and for any reason subsequent to the Primary Term. Â Page 1 of 7 Â Â 5.Â Fees; Billing. During the Primary Term and Secondary Term, Company shall pay to Service Provider (a) the applicable fees for the Service Provider Services set forth in Schedule A, netted against the applicable fees for the Company Services set forth on Schedule B (the aggregate difference being the â€œFeesâ€) plus applicable sales and use Taxes thereon, and (b) the cost of all reasonable out-of-pocket costs and expenses incurred by Service Provider or paid by Service Provider to third parties in connection with the performance of the Service Provider Services provided hereunder to Company (the â€œService Provider Expensesâ€). The Fees and Service Provider Expenses, as applicable, shall be invoiced by Service Provider in arrears on a monthly basis. Fees and Service Provider Expenses are due by the Company to Service Provider within thirty (30) days of the date of Companyâ€™s receipt of such invoice. Other than as set forth in this SectionÂ 5, the Fees and Service Provider Expenses shall not be subject to offset, credit, or adjustment for any reason. Â 6.Â Records. Each Party shall keep and maintain Records relating to the Service Provider Services and the Company Services, including reasonable supporting documentation of all charges and expenses incurred in connection therewith, for all periods post-Closing. Each Party will maintain and retain Records relating to the Service Provider Services in accordance with its respective past practices and standards for the provision of such Service Provider Services or Company Services, respectively. Such Records shall be made available to the other Party upon request during the Term of this Agreement and for a period of one (1) calendar year thereafter. Â 7.Â Indemnification. Â (a)Â Company shall indemnify, defend and hold harmless Service Provider, its Affiliates and their respective employees, directors, officers, agents, successors and assigns from and against any and all claims, losses, liabilities, judgments, awards, damages, fines, penalties, expenses and reasonable costs and fees (including reasonable attorneysâ€™ fees and the cost of enforcing this indemnity) (collectively, â€œLossesâ€) incurred or suffered by any of them relating to or arising out of any Claim made or brought by any Person who is not a Party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (each, a â€œThird Party Claimâ€) in connection with or relating to (i) Companyâ€™s breach of any of its obligations under this Agreement or (ii) Companyâ€™s negligence or willful misconduct. Â (b)Â Service Provider shall indemnify, defend and hold harmless each Company, its Affiliates and their respective employees, directors, officers, agents, successors and assigns from and against any and all Losses incurred or suffered by any of them relating to or arising out of any Third Party Claim in connection with or relating to (i) Service Providerâ€™ breach of any of its obligations under this Agreement, or (ii) Service Providerâ€™ gross negligence or willful misconduct. Â (c)Â The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Third Party Claims for any breach of this Agreement shall be pursuant to the indemnification provisions set forth in this Section. Â 8.Â Limitations on Liability; Authority. In the absence of gross negligence or willful misconduct, each Partyâ€™s maximum cumulative liability to the other Party for breach of this Agreement or otherwise with respect to the Service Provider Services (including under SectionÂ 7) shall be an amount equal to the amount of Fees paid or expected to be paid during the Term. In no event shall either Party be liable to the other Party for indirect, special, consequential, including without limitation business interruption, or incidental damages, including without limitation loss of profits. Employees of Service Provider or its Affiliates shall have no authority to bind Company to any obligation in performance of the Service Provider Services, and employees of the Company or their respective Affiliates shall have no authority to bind Service Provider to any obligation in performance of this Agreement. Each Party shall fully comply with all applicable laws and regulations including, but not limited to, workersâ€™ compensation, social security, federal, state and local income tax withholding, unemployment insurance, working conditions, Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all federal, state and local laws affecting employment and business opportunities. Â Page 2 of 7 Â Â 9.Â Confidentiality. All Confidential Information exchanged pursuant to this Agreement shall be subject to SectionÂ 6.4 of the PSA. Â 10.Â Common Interest. Service Provider and the Company acknowledge that they are acting and working together in a common interest to facilitate the transactions contemplated by the PSA. Accordingly, Service Provider and the Company acknowledge that certain information may be exchanged that constitutes privileged and confidential attorney-client communications and/or privileged and confidential attorney-client work product. Service Provider and the Company acknowledge and agree that all such communications by and between Service Provider and Company, on the one hand, and their attorneys, on the other, with relation to the Company Business, constitute confidential communications for the purpose of the rendition of professional legal services to either Service Provider and/or the Company, are intended not to be disclosed to third parties, are protected by attorney-client or attorney-work product privilege, and are deemed by the Parties to be Confidential Information hereunder. Â 11. Miscellaneous. Â (d)Â Notices. Any notice, invoice or other communication required or desired to be given to either Party hereunder shall be in writing and sent by United States mail, postage prepaid, or sent by email, addressed as set forth in ScheduleÂ 8.1 to the PSA, except that either Party may change its address by giving written notice to the other party. Â (e)Â Relationship. In the performance of this Agreement, no Party shall be under any other Partyâ€™s direction or control as to the persons engaged by that Party to assist in said performance, or as to the means and methods employed by such Party in accomplishing said performance. All employees, agents or other representatives engaged by one Party in connection with the performance of this Agreement will be of that Partyâ€™s own selection, for that Partyâ€™s own account and own expense. The terms of the employee relationships of each Party, including hours, wages and/or salaries shall be under that Partyâ€™s exclusive control and direction at all times. It is further understood and agreed that the Parties for all purposes shall be considered independent contractors and fully and exclusively liable for the payment of any and all taxes now or hereafter imposed by any governmental authority which are measured by wages, salaries, commissions or otherwise paid to persons in its employ. Â (f)Â Assignment. No Party may assign, mortgage or encumber this Agreement or sublet or delegate its rights in and to this Agreement. Any assignment, transfer, delegation, mortgage or sublease of this Agreement without the prior written consent of the other Parties shall be null, void and of no effect. Â (g)Â Entire Agreement. This Agreement constitutes the entire and complete agreement of the Parties with respect to the subject matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement shall be binding on the any Party unless in writing and signed by all Parties. Â (h)Â Counterparts. This Agreement, and any amendments and modifications hereto, may be executed and delivered in multiple counterparts, including multiple signature pages, each of which shall be deemed an original. For purposes of this Agreement, a â€œwritingâ€ includes electronic, facsimile and postal communication. Â Page 3 of 7 Â Â (i)Â Headings. All section, subsection and article headings and titles contained in this Agreement are for convenience only and shall not be construed to have any effect or meaning with regard to the construction of this Agreement. Â (j)Â Waiver. No waiver by any Party of any one or more defaults of any other Party in the performance of this Agreement shall operate or be construed as a waiver of any other or future default or defaults, whether of a like or different character. Â (k)Â Severability. Any provision declared or rendered unlawful by a court or governmental agency of competent jurisdiction, or deemed unlawful as a result of a statutory change, shall not otherwise affect the validity of the remaining lawful obligations that arise under this Agreement. Â (l)Â Law and Venue. This Agreement shall be governed by, construed and performed pursuant to the laws of the State of Texas, without regard to its rules and principles regarding conflicts of law. THE PARTIES HEREBY CONSENT, AGREE AND WAIVE ALL OBJECTIONS THAT VENUE FOR ANY DISPUTE HEREUNDER SHALL BE IN A COURT OF COMPETENT JURISDICTION LOCATED IN BEXAR COUNTY, TEXAS. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND WITH RESPECT TO ANY COUNTERCLAIM RELATED THERETO. Â (m)Â Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE PROVIDER SERVICES CONTEMPLATED IN THIS AGREEMENT. Â Â [Signature page(s) follow(s); the remainder of this page is intentionally blank.] Â Page 4 of 7 Â Â IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed and entered into this Agreement to be effective as of the Effective Date. Â SERVICE PROVIDER: Â Â Â PILOT OFS HOLDINGS, LLC, a Delaware limited liability company Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Â COMPANY: Â Â Â MERIDIAN EQUIPMENT LEASING LLC a Texas limited liability company Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Signature Page to Transition Services Agreement Â Â Â Â SCHEDULE A Â DESCRIPTION OF SERVICE PROVIDER SERVICES Â SERVICE DESCRIPTION FEE Accounting Accounting and finance functions, including invoicing and accounts receivable and payable from Service Provider to Company, coding and processing, monthly and quarterly reporting functions, monthly settlements, internal reporting, customer requests, and tax filings. Â Provide support and access to various customer billing systems, including the following: Â a. Open Invoice â€“ Billing Portal b. Open Invoice â€“ Supplier Link c. Open Invoice â€“ API Link d. Ariba e. Microsoft Office 365 Tenant f. Samsara Â Information Technology Provide transition services for software systems used by the Company in the conduct of the Company Business, including the following: Â a. TMW; b. Eleos; c. Fleetio; d. Samsara; e. Avatar; f. Fuel-related systems, including AtoB, EFS, and Fuel Cloud; g. Zoho Manage engine; h. Zoho Service Desk and Zoho Service Desk+; i. Verizon Mobile; j. AT&T Mobile; k. Dispatch Phone Systems; l. Engage; m. Ship Xpress; n. Click/TMS; and o. Turvo. Â Additional support, hosting, and migration services for software systems used for the tracking and dispatch of trucks, invoicing, dispatch, settlements, and financial

reporting: Â Â Â 1. Labor charge for technical support for information technology systems relating to the Company Business from Service Provider to Company (including phone calls) $250 per hour, with a 2-hr. min. for on-site work Â 2. Per-user service fee for the hosting and management of email, file share, and network accounts for identified users, including Office365 $125 per user per month Â 3. Per-server service fee for the hosting and management of servers and services relating to the Company Business $380 per server per month Â Schedule A Â Â SCHEDULE B Â DESCRIPTION OF COMPANY SERVICES Â SERVICE DESCRIPTION FEE Accounting Accounting and finance functions, including invoicing and accounts receivable and payable from Company to Service Provider, coding and processing, monthly and quarterly reporting functions, monthly settlements, internal reporting, customer requests, and tax filings. Â Provide support and access to various customer billing systems, including the following: Â a. Open Invoice â€“ Billing Portal b. Open Invoice â€“ Supplier Link c. Open Invoice â€“ API Link d. Ariba e. Microsoft Office 365 Tenant f. Samsara Â Consulting and Advisory Consulting, advisory, and support services of the following individuals relating to IT systems, billing, invoicing, data transmission and migration, collections, and related matters for Service Provider: Â a. James Wilkinson; and b. Bradley McClure 50% of Salary & Benefit Costs Information Technology Provide transition services to Service Provider for software systems used by the Company in the conduct of the Company Business, including the following: Â a. TMW; b. Dispatch Phone Systems; and c. KPA EHS. Â Â Schedule B Â Â EXHIBIT E Â FORM OF PURCHASER LEASES Â (Attached) Â Exhibit E â€“ Page 1 Â Â Form of Purchaser Leases Â LEASE AGREEMENT Â THIS LEASE AGREEMENT (â€œAgreementâ€) is made and entered this DecemberÂ __, 2023 (the â€œEffective Dateâ€), and between Pilot Water Solutions SWD LLC, a Delaware limited liability company, having an address of 20 Greenway Plaza, Suite 500, Houston, TX 77046 (â€œPilotâ€ or â€œLandlordâ€), and Meridian Equipment Leasing LLC, a Texas limited liability company, having an address of 5151 Belt Line Road, Suite 715, Dallas, TX 75254 (â€œCounterpartyâ€ or â€œTenantâ€). Pilot and Counterparty shall be individually referred to herein as â€œPartyâ€ and collectively as â€œPartiesâ€. Â WHEREAS Pilot is the owner of certain real property located at [2260 US 181, Hobson, TX 78117] [3006 E. Greene St., Carlsbad, New Mexico, 88220] [620 S. CR 153, Kenedy, TX 78119] and as more particularly described on Exhibit A attached hereto (the â€œLeased Propertyâ€); and Â WHEREAS, the Leased Property is improved with various buildings and amenities; and Â WHEREAS, pursuant to the terms and conditions set forth in this Agreement, Counterparty desires to lease from Pilot the Leased Property for the purpose of operating a trucking yard and truck shop for produced water hauling operations (the â€œBusinessâ€). Â NOW, THEREFORE, for and in consideration of the foregoing premises and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, it is agreed as follows: Â 1)Â LEASE OF PROPERTY: Pilot hereby leases to Counterparty, and Counterparty hereby leases from Pilot the Leased Property, together with all applicable appurtenances, easements, and rights of way as further outlined in SectionÂ 5 below. Â 2)Â LEASE TERM: The initial term of this Agreement shall commence on the date hereof (the â€œCommencement Dateâ€), and shall continue for of period of [Carlsbad â€“ three (3) years] [Falls City â€“ two (2) years] [South Karnes â€“ two (2) years] from the Effective Date (the â€œTermâ€). Upon the expiration of the Term, this Lease shall terminate. Â 3) RENT: Â a)Â Counterparty shall pay to Pilot rent in the amount of [Carlsbad - SIX THOUSAND and 00/100 U.S. Dollars ($6,000.00 USD)] [Falls City - SEVEN THOUSAND FIVE HUNDRED and 00/100 U.S. Dollars ($7,500.00 USD)] [South Karnes â€“ FIVE THOUSAND SEVEN HUNDRED FIFTY and 00/100 U.S. Dollars ($5,750.00 USD)], as the same may be adjusted as set forth herein, per month (â€œBase Rentâ€) during the Initial Term, with the first monthâ€™s rent due upon execution of this Agreement. On the first anniversary of the Effective Date, and each anniversary of the Effective Date thereafter, the Base Rent shall be adjusted based upon fluctuations in the Consumer Price Index determined by the Bureau of Labor Statistics Consumer Price Index for all urban consumers, U.S. City Average, â€œAll items less food and energyâ€ index as of the November immediately preceding the applicable anniversary of the Effective Date. Â b)Â Payments shall be due, in advance, without demand, on the first (1st) day of each month. Any rent payment, or portion thereof, not received by Pilot within five (5) calendar days of the date which it is due shall, at the option of Pilot, be assessed the lesser of (i) two percent (2%) late fee per month (24% per annum) and (ii) the highest rate allowable by applicable law. Â Page 1 of 14 Â Â c)Â Rent shall be sent to Pilot, postage prepaid, addressed to Pilot Water Solutions LLC, 20 Greenway Plaza, Suite 500, Houston, Texas 77046, Attn: Accounts Receivable. Counterparty may also make arrangements to pay via electronic transfer, ACH, or wire payment by contacting Pilot; Â d)Â If the Commencement Date is any day other than the first (1st) day of the month, the rent due hereunder shall be pro-rated for that month. If the date this Agreement is terminated (other than in the Event of Default) is any day other than the last day of the last month of the Term, the rent due hereunder shall be pro-rated for such month of termination. Â e)Â Tenant shall pay as â€œAdditional Rentâ€ all expenses of every kind and nature whatsoever relating to or arising from the Leased Property including Impositions and all expenses arising from the leasing, operation management, construction, maintenance, repair, or use and occupancy of the Leased Property, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expense expressly agreed to be paid by Landlord in this Lease; (b) expenses incurred by Landlord to monitor and administer this Lease; and (c) related expenses that are personal to the Landlord. Â f)Â Any amounts that Tenant is required to pay to Landlord or any third party, together with every fine, penalty, interest and cost which may be added by reason of Tenantâ€™s nonpayment or late payment thereof, shall constitute additional rent (â€œAdditional Rentâ€). If Tennant shall fail to pay any Additional Rent after notice and the expiration of any applicable cure period provided pursuant to the terms of this Lease, Landlord shall, unless Tenant has notified Landlord that it is disputing the payment of the same in accordance with the provisions hereof, have the right to pay the same and Landlord shall have the rights, powers and remedies with respect thereto as are provided herein in the case of nonpayment of Base Rent. As used herein, â€œRentâ€ shall mean all Base Rent and Additional Rent due from Tenant to Landlord hereunder. Â g)Â During the Term of this Lease, Tenant shall pay or shall cause to be paid all Impositions directly to the Governmental Authority charged with the collection thereof. Each Imposition, or installment thereof, during the Term shall be paid before the due date thereof. However, if by law any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, together with applicable interest, if any, provided that all such installment payments together with applicable interest, if any, relating to periods before the end of the Term shall be made before the end of the Term. Tenant shall promptly notify Landlord if Tenant shall have elected to pay any such Imposition in installments. Tenant shall, within 30 days following a written request from Landlord, furnish to Landlord evidence, reasonably satisfactory to Landlord, verifying the payment of such Impositions. Any Imposition relating to a period, a part of which is included within the Term and a part of which is included in a period of time before the Term or after the Term (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Leased Property, or shall become payable, during the Term), shall be apportioned between Landlord and Tenant before the commencement of the Term or after the expiration of the Term (other than an expiration or termination arising by reason of Tenantâ€™s default), as the case may be, so that Tenant shall pay only that portion of such Imposition which that part of such fiscal period included in the period of time after the commencement of the Term or before the expiration of the Term bears to such fiscal period, and Landlord shall pay the remainder thereof. As used herein, â€œImpositionsâ€ shall mean any and all: (a) business personal property taxes of every kind and nature (including any school, county, town, or other taxes); (b) real property assessments (whether general, special, business improvement district, or otherwise) on the Leased Property; (c) water, water meter, and sewer rents, rates, and charges, (d) excises, (e) levies, (f) license and permit fees, (g) service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply, if any, and (h) fines, penalties and other similar or like governmental charges applicable to the foregoing and any interest or costs with respect thereto. Â Page 2 of 14 Â Â 4)Â SECURITY DEPOSIT; CREDIT ASSURANCE: Upon the full execution of this Agreement, Counterparty shall pay Pilot a security deposit in the sum of THIRTEEN THOUSAND DOLLARS and 00/100 U.S. Dollars ($13,000.00 USD) (the â€œSecurity Depositâ€) to be held by Pilot until the termination of this Agreement. Provided (i) there has been no default by Counterparty under this Agreement, (ii) Counterparty does not have any outstanding rent, late fees, or other unpaid costs or fees due and owing to Pilot, and (iii) the Leased Property is returned to Pilot in good condition and repair, ordinary wear and tear excepted, Counterparty shall be entitled to the full return of the Security Deposit. In the event that all of the above referenced conditions have been fully complied with, Pilot shall return the Security Deposit to Counterparty within sixty (60) calendar days after the termination of this Agreement. The Security Deposit shall become non-refundable in the event that this Agreement is terminated as a result of Counterpartyâ€™s default under this Agreement. The Security Deposit, or any portion thereof, may also be retained by Pilot to apply towards any unpaid rent or other unpaid fees due and owing to Pilot, to repair damages to the Leased Property, or both, upon the expiration of the Term, either by early termination or expiration. The Security Deposit shall not accrue any interest. Furthermore, if Landlord has reasonable grounds for insecurity regarding Counterpartyâ€™s ability to perform its obligations hereunder, then Landlord shall have the option of requiring security in the form of either (a) a parent guaranty, (b) a cash prepayment, (c) an irrevocable standby letter of credit (in a form and on terms satisfactory to Carrier) issued by a United States bank with a rating for its senior unsecured debt of at least A by S&P or A2 by Moodyâ€™s, or (d) a surety or performance bond from an insurance company rated not less than Aâ€“, IX by A.M. Best to cover Counterpartyâ€™s obligations hereunder. Any required credit assurance shall be in an amount specified by Landlord, acting reasonably, and shall be provided to Landlord within three (3) New York banking days following Landlordâ€™s request therefore. If Counterparty does not provide credit assurance acceptable to Landlord within seven (7) calendar days of Landlordâ€™s request, Landlord may unilaterally terminate this Agreement forthwith, and Counterparty shall remain liable for its obligations incurred hereunder for the remaining term of this Agreement. If Counterparty should (a) become the subject of bankruptcy or other insolvency proceedings, or proceedings for the appointment of a receiver, trustee, or similar official, (b) become generally unable to pay its debts as they become due, or (c) make a general assignment for the benefit of creditors, Landlord may immediately and unilaterally apply the Security Deposit, or draw upon any letter of credit or bond contemplated herein, to satisfy obligations due hereunder. Â 5) USE OF LEASED PROPERTY / CROSS-EASEMENTS: Â a)Â COUNTERPARTY ACKNOWLEDGES THAT THE LEASED PROPERTY IS BEING LEASED IN â€œAS ISâ€ CONDITION. PILOT MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE ENVIRONMENTAL CONDITION OF THE LEASED PROPERTY, CONDITION OF THE BUILDING, STRUCTURE, FOUNDATION, ROOF, TRADE FIXTURES, OR THE EQUIPMENT LOCATED ON, IN, OR AT THE LEASED PROPERTY. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, THE PRESENCE OR ABSENCE OF ANY MATERIAL, EQUIPMENT, SUBSTANCE, HAZARDOUS WASTE, HAZARDOUS MATERIAL, SOLID WASTE, ASBESTOS, MERCURY, POLYCHLORINATED BIPHENYLS, MOLD, PCBS, TOXIC MATERIAL, REACTIVE MATERIAL, CORROSIVE MATERIAL, FLAMMABLE MATERIAL, GROUNDWATER OR SOIL CONTAMINATION, REFUSE, REFUSE FILL, WELLS, UREA FORMALDEHYDE, RADIOACTIVE MATERIALS, OIL, PETROLEUM OR PETROLEUM PRODUCTS, OR ANY OTHER MATERIALS DEFINED OR REGULATED UNDER ANY STATE, FEDERAL, OR LOCAL STATUTE, RULE, OR ORDINANCE (collectively referenced herein as â€œHazardous Substancesâ€). COUNTERPARTY ACKNOWLEDGES THAT THE LEASED PROPERTY HAS BEEN USED FOR AS A SHOP AND TRUCK YARD FOR PRODUCED WATER HAULING AND OTHER OIL FIELD SERVICES AND THAT EQUIPMENT AND FACILITIES INCLUDED IN THE LEASED PROPERTY MAY CONTAIN HAZARDOUS SUBSTANCES REQUIRING REMEDIATION OR REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM, AND OTHER HAZARDOUS MATERIALS FROM THE LEASED PROPERTY. Â Page 3 of 14 Â Â b)Â Counterparty may only use the Leased Property in connection with operation and maintenance of its Business. Â c)Â Counterparty shall not use the Leased Property for any illegal purpose whatsoever, nor shall any nuisance, public or private, be permitted or committed on or about the Leased Property. Counterparty shall maintain current business licenses and any other permits or licenses required from any local, state, or federal agencies and departments, if any, and post copies of such documents at the Leased Property. Â d)Â If Counterparty ceases to continuously operate the Business on the Leased Property during normal business hours for a thirty (30) calendar day period during the Term of this Agreement, Pilot, at Pilotâ€™s sole discretion, may immediately terminate this Agreement by written notice to Counterparty and retain the Security Deposit. Â e)Â During the Term, Counterparty shall operate the Business located on the Leased Property consistent with the highest professional standards of a reasonably prudent operator of the Business. Counterparty shall maintain and ensure that Counterpartyâ€™s Business on the Leased Property is performed in a clean and hazard-free manner. Counterparty shall not cause or permit any waste to the Leased Property, nor shall Counterparty permit or allow the accumulation of debris, trash, rubbish, or other Hazardous Substances on the Leased Property. Counterparty shall not discard any used water or other waste produced by operation of the Business on or at the Leased Property, and Counterparty shall be responsible for clean- up of any leaks or spills caused by operation of the Business. Â 6) OPERATION, MAINTENANCE, AND IMPROVEMENTS: Â a)Â Counterparty shall be solely responsible for the day-to-day operation of the Business. Counterparty shall assume and be responsible for all liabilities and expenses created or generated by Counterpartyâ€™s operation of the Business or any other activities undertaken by Counterparty upon the Leased Property. Counterparty shall maintain sole risk of loss with regard to any personal property and/or equipment located at the Leased Property. Â b)Â Counterparty shall not use or permit the use of the Leased Property in any manner so as to increase the rate of insurance thereon. To the extent Counterpartyâ€™s activities upon the Leased Property cause Pilotâ€™s insurance to increase, Counterparty shall be solely liable for such increase incurred by Pilot. Â c)Â Counterparty shall not make any improvements, additions or alterations to the Leased Property or to the building and improvements thereon without the prior written consent of Pilot, which Pilot may withhold in its sole discretion. Counterparty shall pay any and all costs and expenses in connection therewith and shall indemnify and hold Pilot harmless from any charges related thereto. Â Page 4 of 14 Â Â d)Â At all times while this Agreement remains in effect, Counterparty shall operate the Leased Property in a safe and clean manner. Should Pilot determine that Counterparty is not in compliance with this Section, Pilot may send Counterparty written notice of any deficiencies and Counterparty shall have a period of thirty (30) calendar days thereafter to demonstrate, to Pilotâ€™s reasonable satisfaction, that all matters described in Pilotâ€™s notice have been corrected by Counterparty. Â e)Â Counterparty, at its own costs and expense, shall maintain all portions and components of the interior and exterior portion of the Leased Property in good condition and repair, ordinary wear and tear excepted. Counterparty shall be responsible for all cleaning, maintenance, repairs, alterations, or improvements on or to the Leased Property, including those necessary to cause the Business and/or the Leased Property to comply with all applicable codes, laws, ordinances, rules, and regulations. Pilot shall have no obligation or responsibility of any kind to repair or maintain the Leased Property. Â f)Â Counterparty shall, at all times, comply with all federal, state, and local laws, ordinances, rules, and regulations that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, Counterparty shall, at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement. If Counterparty or any of its subcontractors performs any work contrary to such laws, ordinances, rules, and regulations, Counterparty shall bear all costs arising from any such violation, including, without limitation, any fees or expenses, including attorneyâ€™s fees, incurred by Pilot as a result of such violation. Â 7) RIGHT TO ENCUMBER; MECHANICâ€™S LIENS: Â a) Counterparty may not mortgage or otherwise encumber the Leased Property in any matter. Â b)Â Counterparty covenants and agrees to keep the Leased Property free of mechanicâ€™s and materialmenâ€™s liens and all other liens arising by operation of law, statute, constitution, or contract, other than liens created or claimed by reason of any work done by or at the instance of Pilot. Counterparty further covenants and agrees at all times to fully protect and indemnify Pilot against all such liens or claims and against all attorneysâ€™ fees and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien. Within thirty (30) days of notice of said lien, Counterparty agrees to remove all liens filed against the Leased Property or any portion of the Leased Property that result from any work performed by or at the direction of Counterparty, or any action or inaction of Counterparty, whether said lien is from the lien holder or Pilot. Â c)Â Pilot shall have the right to post and maintain on the Leased Property a notice of non-responsibility, and to do such other things as may, in Pilotâ€™s judgment, be necessary to protect against such mechanicâ€™s and materialmenâ€™s liens as are provided for in the law of the state in which the Leased Property is located. Counterparty shall have the right to contest the correctness or the validity of any lien or claim filed against the Leased Property if Counterparty procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the state in which the Leased Property is located in the amount equal to one and one-half (1.5) times the amount of the claim of lien or such other amount as may be required by statute. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if recovered in the action). If Counterparty fails to secure such bond, Pilot shall be allowed to do so on Counterpartyâ€™s behalf, at Counterpartyâ€™s sole cost and expense, including by application of the Security Deposit. Â Page 5 of 14 Â Â d)Â Counterparty shall notify Pilot in writing, at least ten (10) calendar days prior to commencement of work at the Leased Property, that such work is to occur, to enable Pilot to post appropriate notice(s) or to take other actions considered necessary by Pilot to protect against mechanicâ€™s and materialmenâ€™s liens. Â 8) OWNERSHIP OF IMPROVEMENTS, FIXTURES, AND FURNISHINGS: During the Term of this Agreement, Counterparty shall have the right to use all improvements erected or placed upon the Leased Property by or on behalf of Counterparty. While fee simple title to any such improvements shall be and remains the Leased Property of Counterparty during the Term of this Agreement, such fee simple title shall

immediately revert to Pilot at the expiration or termination of this Agreement. Counterparty may place within or on the Leased Property movable furnishings and fixtures which shall remain the property of Counterparty, and Counterparty shall be entitled to remove all of its furnishings and fixtures from the Leased Property at the termination of this Agreement, provided that Counterparty has not defaulted under the terms of this Agreement. Any personal property left at the Leased Property more than three (3) business days after termination of the Agreement shall be considered abandoned property, and Pilot may remove, sell or otherwise dispose of the abandoned property in its sole discretion. Counterparty shall be liable for any third-party claims related to said abandoned property and agrees to hold Pilot harmless for any and all actions taken by Pilot to remove, sell and/or otherwise dispose of the abandoned property. Â 9)Â TENANTâ€™S ENVIRONMENTAL INDEMNIFICATION: Tenant expressly agrees to indemnify, defend and hold harmless Landlord from: (a) all claims, including third-party claims, losses, costs, damages, reasonable attorneysâ€™ fees, liens or expenses arising as a result of any Hazardous Materialâ€™s at, on or under the Leased Property, for the operation of the Business caused by Tenantâ€™s events, activities or conditions arising out of or which arise during the Term of the Lease, regardless if discovered during or after the Term of this Lease, as a result of any Hazardous Materiaâ€™s at, or on or under the Leased Property (collectively, â€œTenant Contaminationâ€), (b) any fines, penalties, sanctions, damages, charges, government orders and demands incurred or imposed for any violations of any law, ordinance, or regulation arising out of, or attributable to Tenant Contamination, and (c) any and all claims, losses, costs, damages, liens, expenses, government orders and demands on or to the Leased Property caused by Tenant, its agents, employees or contractors regarding environmental work to abate Tenant Contamination at the Leased Property. Â 10)Â UTILITY CHARGES: Counterparty shall be solely responsible for all electricity, natural gas, water, garbage collection, sewer, and all other utility charges in connection with Counterpartyâ€™s use of the Leased Property. Counterparty further agrees that it shall be responsible for all telephone, cable, internet, or DSL expenses created by Counterparty, its employees, or Counterpartyâ€™s use of the Leased Property. Â 11) PILOTâ€™S REPRESENTATIONS, WARRANTIES, AND COVENANTS: Pilot represents, warrants, and covenants to and with Counterparty, as follows: Â a)Â Counterparty shall be entitled to peaceably and quietly enjoy the Leased Property pursuant to the terms of this Agreement, provided no Event of Default (as defined herein) by Counterparty has occurred or is continuing. Â b)Â Pilot has all requisite power and authority to execute and deliver and perform its obligations under this Agreement. Â Page 6 of 14 Â Â 12)Â GENERAL DISCLAIMER: Counterparty acknowledges that, except as otherwise expressly set forth in this Agreement, Pilot (and its agents, employees, officers, directors, attorneys, and accountants) has made no representations or warranties of any kind including, but not limited to, the suitability of the Leased Property for the operation of Counterpartyâ€™s Business, the present or anticipated customer or traffic volume at the Property, or the projected profitability of the Business at the Leased Property. Instead, Counterparty is relying solely upon its own investigation and business experience in entering this Agreement and in selecting the Leased Property as a site for Counterpartyâ€™s Business. Â 13)Â RIGHT OF ENTRY: Pilot and its authorized representatives may enter the Leased Property upon reasonable notice and without disruption to Counterpartyâ€™s business (i) to inspect the condition, alteration, or demolition of any improvements to the Leased Property, (ii) to have the Leased Property appraised, inspected, tested, and measured, and (iii) to post notices of non-responsibility. Â 14)Â LIABILITY INSURANCE: Â a)Â Counterparty agrees that at all times during the Term of this Agreement, it shall keep in effect a policy of commercial general liability insurance that does the following: (a) insures against any and all claims of personal injury (including death) or property damage upon the Leased Property that is then subject to the terms of this Agreement and (b) insures Counterpartyâ€™s contractual liability. Commercial general liability for personal injury (including death), property damages, or sudden/accidental pollution shall be in amounts not less than Two Million and No/100 Dollars ($2,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) aggregate. In addition to the foregoing, Counterparty shall, during the Term of this Agreement, keep in effect an umbrella liability coverage policy for all risks, which shall be in addition to the coverages required above. In the event the operation of the Business could be alleged to cause death through contaminants (chemical or bacterial), physical reactions, fire, explosion or other means, Counterparty must have a minimum of Ten Million Dollars ($10,000,000) in general liability coverage. The Ten Million Dollars ($10,000,000) in coverage may be a combination of primary and umbrella coverages. Such insurance shall cover at least the following hazards: (1) premises and operations, (2) products and completed operations, (3) independent contractors, (4) blanket contractual liability for all written and oral contracts, and (5) contractual liability covering the indemnities contained in the Lease. Â b)Â Counterparty shall provide and keep in full force and effect Workerâ€™s compensation insurance in a form prescribed by the laws of the State in which the Leased Property is located, and employersâ€™ liability insurance. Â c)Â At all times during the Term of this Lease, Counterparty shall maintain business automobile insurance (with deductible provisions not to exceed TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) per occurrence) with liability limits of not less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) combined single limit covering liability for Counterpartyâ€™s vehicles used in conjunction with the Leased Property, whether owned, non-owned, or hired. Â d)Â Any policy must include Pilot Water Solutions LLC and its subsidiaries and affiliates as additional insureds for liabilities arising out of the performance under this Agreement and shall be primary to any other insurance of Pilot. The insurer must waive rights of recovery under subrogation or otherwise. Counterparty shall furnish evidence of the required insurance coverages to Pilot on or before the date this Agreement is executed and at any additional time Pilot requests. The insurance coverages Counterparty is required to maintain pursuant to this SectionÂ 14 shall not have a deductible in excess of Five Thousand and No/100 Dollars ($5,000.00) and shall be maintained through one or more insurance companies who have an A.M. Best rating of A- or better. The policy limits specified herein are minimum requirements, not limits of liability, and shall not be construed in any way as Pilotâ€™s acceptance of responsibility for financial liabilities in excess of such limits. Any policy required herein shall contain a provision that written notice will be given to Pilot at the address listed herein to satisfy the notice requirements pursuant to this Agreement at least thirty (30) days prior to any cancellation thereof. Counterparty shall provide to Landlord one or more certificates of insurance reflecting the coverages required herein substantially and materially in the form and content set forth hereto on Exhibit B. Â Page 7 of 14 Â Â e)Â In the event there is a casualty loss to the Leased Property during the Term of this Agreement, Counterparty shall promptly rebuild or repair the damage caused by such loss, whether or not it is covered by insurance; provided, however, that if such casualty loss occurs during the last twenty-five percent (25%) of the then-existing Term, Counterparty shall have the option of terminating this Agreement and paying Pilot the replacement value of Counterpartyâ€™s building or repairing the damage caused by such casualty loss. Pilot shall have sole control and discretion with regard to any rebuild or repair by Counterparty. Â f)Â FAILURE TO COMPLY WITH THIS SECTION SHALL RESULT IN AN AUTOMATIC BREACH OF THIS AGREEMENT BY COUNTERPARTY AND PILOT, AT ITS SOLE OPTION, MAY TERMINATE THIS AGREEMENT, EFFECTIVE IMMEDIATELY. Â 15) INDEMNITY: Â a)Â Counterparty shall protect, indemnify, defend, and hold harmless Pilot and its subsidiaries, affiliated companies, officers, directors, managers, employees, workmen, agents, servants, and invitees of Pilot (collectively, â€œIndemniteesâ€), from and against all losses, damages (including punitive damages), any action, cause of action, suit, debt, expense (including without limitation reasonable attorneyâ€™s fees), claim, or demand whatsoever (all hereinafter referred to as â€œClaimsâ€) arising from: (a) any services provided, inventory sold or displayed by Counterparty at the Leased Property as contemplated herein, including, but not limited to, (i) any bodily injury, including death resulting therefrom; (ii) any act or omission by Counterparty (or its employees, agents, officers, directors, vendors, or contractors, including sub- contractors); (iii) property damage caused by Counterparty (or its employees, agents, officers, directors, vendors, or contractors, including sub-contractors), including loss of use/profits and downtime; (iv) any violation of or failure to comply with any applicable law, ordinance, regulation, rule, order, or standard of care in the industry; (v) a breach by Counterparty (or its employees, agents, officers, directors, vendors, or contractors, including sub-contractors), of any term, provision, or warranty contained herein; and (vi) directly or indirectly, Counterpartyâ€™s use, occupation, or operation of the Leased Property, except to the extent any Claim is attributable to and/or caused by the (A) gross or willful negligence or the (B) sole and exclusive negligence of Pilot. This indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any act or occurrence preceding such expiration or termination. Â b)Â Counterpartyâ€™s agreement to protect, indemnify, hold harmless, and defend as set forth above shall not be negated or reduced by virtue of Counterpartyâ€™s insurance carrierâ€™s denial of insurance coverage of the occurrence or event which is the subject matter of the Claims and/or refusal to defend Counterparty or Pilot. In addition, Counterparty will pay all costs and expenses, including attorneyâ€™s fees and all other expenses of litigation incurred by Pilot to enforce the foregoing agreement, to protect, indemnify, hold harmless, and defend Pilot. Â 16)Â SUBLETTING AND ASSIGNMENT: Counterparty shall not assign this Agreement or any portion thereof without Pilotâ€™s prior written consent, which may be withheld by Pilot, in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, administrators, successors, assigns, and legal representatives. Â Page 8 of 14 Â Â 17)Â CONDEMNATION: If all of the Leased Property shall be taken by any governmental authority under its power of condemnation, including a transfer in lieu thereof, then this Agreement shall terminate on the date of the vesting of title to the condemned property or on the date of the taking of possession of such property by the condemning authority, whichever shall first occur. This shall be Counterpartyâ€™s full and final remedy for the condemnation. Upon a partial condemnation of the Leased Property that, in Counterpartyâ€™s reasonable judgment, renders such Leased Property unusable or materially impaired as a result of a partial condemnation, Counterparty shall have the right to terminate this Agreement effective as of the date of the vesting of title to the condemned property or the date of taking of possession of such property by the condemning authority, whichever occurs first, by providing written notice of such termination to Pilot within thirty (30) days of the taking. Rent shall be paid in full up to the time of the taking. Upon taking of less than all of the Leased Property, if Counterparty does not exercise its right to terminate this Agreement under this Section, this Agreement shall remain in effect for the remainder of the Term for that portion of the Leased Property not so taken, and Rent for the Leased Property shall be equitably abated, and Counterparty shall, in a commercially reasonable prompt and diligent manner, restore the remainder of said Leased Property as near as possible to the condition it was in immediately prior to such taking. Â 18) COUNTERPARTYâ€™S DEFAULT AND PILOTâ€™S REMEDIES: Â a)Â Any of the following occurrences, conditions, or acts shall constitute an â€œEvent of Defaultâ€ by Counterparty under this Agreement: Â i)Â Counterparty: (A) defaults in making any payment when due under this Agreement (including a payment of rent for the Leased Property), and such default continues for ten (10) calendar days after receipt by Counterparty of written notice of default; (B) is late making rent payments three (3) or more times in a given twelve (12) month period during the Term, or (C) defaults in the observance or performance of any other provision of this Agreement (other than a payment of rent for the Leased Property), and, solely with respect to this SectionÂ 18(a)(i)(C), the default continues for thirty (30) calendar days after Pilot gives written notice to Counterparty specifying the default and demanding that it be cured. However, if the default under SectionÂ 21(a)(ii) cannot be cured by the payment of money and cannot with due diligence be wholly cured within the thirty (30) calendar day period, Counterparty may have any longer period that is necessary to cure the default, so long as Counterparty initiates a cure within the thirty (30) calendar day period, prosecutes the cure to completion with due diligence, and advises Pilot from time to time, upon Pilotâ€™s request, of the actions that Counterparty is taking and the progress being made; Â ii)Â The Leased Property is abandoned (except during times of repair or remodeling) by Counterparty for a period of thirty (30) consecutive days or at the date of abandonment if Counterparty gives Pilot written notice of its intent to abandon; Â iii)Â Counterparty files a petition in bankruptcy for reorganization or for an arrangement under federal or state bankruptcy laws or any similar federal or state law, is adjudicated bankrupt or becomes insolvent, is unable to meet its obligations as they become due, a receiver takes control over Counterparty or the operation of the Business, or takes any corporate action in furtherance of any of the foregoing; Â Page 9 of 14 Â Â iv)Â A petition or answer is filed proposing the adjudication of Counterparty as a debtor or the reorganization of Counterparty under federal or state bankruptcy laws or any similar federal or state law, and (i) Counterparty consents to the filing thereof, or (ii) the petition or answer is not discharged or denied within sixty (60) calendar days after its filing; and Â v)Â Counterparty defaults under any of provision of the Agreement requiring or permitting termination, as set forth herein. Â b)Â Upon the occurrence of an Event of Default by Counterparty, Pilot may (i) terminate this Agreement and take possession of the Leased Property, in which event the accrued but unpaid Rent shall immediately become due and be paid up to the time of said termination, (ii) without terminating this Agreement, but terminating Counterpartyâ€™s right to possession, Pilot may relet the Leased Property, or any part or parts of it, either in Counterpartyâ€™s name or otherwise, for a term or terms which may, at Pilotâ€™s option, be less than or exceed the then remaining Term of this Agreement, (iii) recover from Counterparty, as damages for Counterpartyâ€™s failure to observe and perform its covenants under this Agreement, the deficiency between the rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents set forth in any lease or leases for the Leased Property, or any portion thereof, for each month of the period which would otherwise have constituted the balance for the Term of this Agreement, and (iv) exercise all other rights and remedies available at law or in equity. In computing such damages, there shall be added to the deficiency all expenses that Pilot may incur in connection with reletting the Leased Property or any portion thereof, such as brokerage and preparation for re-letting. All rights and remedies of Pilot enumerated in this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by applicable law or in equity. Â c)Â Pilot may make all alterations, repairs, replacements, and decorations to the Leased Property that Pilot, in its sole judgment, considers advisable and necessary for the purpose of reletting the Leased Property. Such action by Pilot shall not operate or be construed to release Counterparty from its liability under this Agreement. Pilot shall use reasonable efforts to mitigate its damages and to relet the Leased Property if there is any Event of Default by Counterparty. Â 19)Â SURRENDER OF POSSESSION: At the termination or expiration of this Agreement, Counterparty covenants to surrender the Leased Property to Pilot. Counterparty may remove from the Leased Property any of its equipment, signs, and all other items of personal property, however, any building(s) or other improvements erected by Counterparty on the Leased Property shall remain the property of Pilot. Counterparty shall surrender the Leased Property in substantially the same or better condition than when this Agreement commenced, ordinary wear and tear excepted. Counterparty shall surrender the Leased Property free of any Hazardous Substances contamination occurring at, or emanating from, the Leased Property during the Term. If, in order to comply with this provision, remediation efforts must extend beyond the end of the Term, Pilot shall provide Counterparty, and Counterpartyâ€™s employees, agents, and representatives, with reasonable access to the Leased Property to conduct such remediation efforts. The remediation shall be commenced and concluded as expeditiously as possible, and Counterparty shall conduct such remediation efforts in a way that will not materially interfere, to the extent reasonably possible, with Pilotâ€™s use and enjoyment of the Leased Property. Â 20) INTENTIONALLY OMITTED. Â 21)Â NOTICES: Any notice, request, demand, or other communication hereunder shall be in writing and shall be deemed given: (a) on the date on which it is delivered by hand at the address specified below; (b) two (2) days after it is postmarked and deposited in the mail, postage prepaid; or (c) one (1) day after it is placed with a recognized overnight carrier, at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid: Â Page 10 of 14 Â Â To Pilot: Â Pilot Water Solutions LLC Attn: Zach Neal, Adam Law 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Â Email: Accountsreceivable@pilotwater.com; adam.law@pilotwater.com; Zachary.neal@pilotwater.com Â To Counterparty: Â Meridian Equipment Leasing LLC 5151 Belt Line Road, Suite 715 Dallas, Texas 75254 Attn: Russ Shelton Â Email: russ.shelton@endeavorcrude.com Â 22)Â APPLICABLE LAW/WAIVER OF JURY TRIAL: This Agreement will be governed by and construed in accordance with the laws of the state where the Leased Property is located without regard to its conflict of lawsâ€™ provisions. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). Â 23)Â LIMITATION OF LIABILITY. IN NO EVENT WILL PILOT BE LIABLE TO COUNTERPARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR AWARDS (INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, LOSS OF OPPORTUNITY, LOSS OF SAVINGS, LOSS OF PROFITS, OR LOSS OF GOODWILL) THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE. Â 24)Â FORCE MAJEURE: In no event shall either Party be responsible or liable to the other Party (except for any obligations to make payments to the other Party hereunder) for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, acts of God, fire, earthquake, flood, hurricane, drought, or any other weather-related phenomenon; pandemics or epidemics; shortages of or limitations on the availability of energy or water; acts of war or terrorism, civil or military disturbances, or nuclear catastrophes; it being understood that the Parties shall use reasonable efforts which are consistent with their representee requirements set forth in this Agreement. Â 25)Â MEDIA RIGHTS: This Agreement will not be construed as an assignment or grant of any right to use, license, title, or interest in or to the Pilot tradenames, Pilot trademarks, service marks, logos, or any other intellectual property of Pilot, or the goodwill attached thereto, and/or any copyrighted materials of Pilot; it being specifically understood that all rights with respect thereto are reserved by Pilot. Furthermore, Counterparty will not make any public announcement or press release regarding its dealings with Pilot without express written permission from an authorized representative of Pilot. Â Page 11 of 14 Â Â 26) MISCELLANEOUS: Â a)Â This Agreement and any Exhibits attached hereto shall constitute the entire agreement between the Parties and supersedes all prior written and oral communications, representations, warranties, and agreements relating to the subject matter

hereof. Â b)Â The Parties agree that the covenants, conditions, and agreements set forth herein shall be binding upon and inure to the benefit to the Parties, their heirs, executors, administrators, successors, and assigns. Â c)Â No modifications or amendments to this Agreement, or any part hereof, shall be binding unless set forth in writing and signed on behalf of each Party. Â d)Â The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement. Â e)Â If any provision or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be severed from this Agreement, and the remaining provisions will continue in full force and effect. The validity of the remainder of this Agreement will not be affected, and the remainder of the Agreement will be carried out as if such invalid or unenforceable provision was not contained therein. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable; provided, however, if restricting the unenforceable provision would result in failure of an essential purpose of this Agreement, the entire Agreement shall be held unenforceable. Â f)Â The obligations of the Counterparty under this Agreement, including, without limitation, obligations concerning indemnity, confidentiality, payment, warranties, discharge of liens, and defense of Pilot in connection therewith, shall survive the termination of this Agreement and shall remain enforceable even after termination of this Agreement. Â g)Â If any controversy or claim arising out of, or related to, this Agreement is the subject of a dispute, the prevailing Party in the resolution, whether by litigation or otherwise, shall be entitled to full recovery of all reasonable attorneyâ€™s fees, costs, and expenses incurred in connection therewith, including costs of court, against the non-prevailing Party. Â h)Â Pilot reserves the right to subject and subordinate this Agreement at all times to the lien of any first mortgage hereafter placed upon Pilotâ€™s interest in the Leased Property. Â i)Â The relationship of Pilot and Counterparty under this Agreement is as a landlord and tenant, and nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer, or employee of the other Party for any purpose. Â j)Â The Parties hereto agree that they have had the opportunity to consult with counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any law, holding, or rule of construction providing that ambiguities in the Agreement or other document shall be construed against the Party hereto drafting this Agreement or document. Â Page 12 of 14 Â Â k)Â No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Â l)Â This Agreement may be executed by digital or electronic means through commercially- available electronic software, which results in confirmed signatures delivered electronically to each of the Parties. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by .pdf, or other electronic means, shall be equally as effective as delivery of a manually-executed counterpart. The Parties hereto represent that the respective persons executing this Agreement on their behalf are fully authorized to execute this Agreement. Â Page 13 of 14 Â Â IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Commencement Date. Â Pilot Water Solutions SWD LLC Â Meridian Equipment Leasing LLC Â Â Â Â By: Â Â By: Â Name: Â Â Name: Â Title: Â Â Title: Â Date: Â Â Date: Â Â Â Signature Page to Lease Agreement Â Â Â Â EXHIBIT A Â Leased Property Â [See attached.] Â Exhibit A Â Â EXHIBIT B Â Certificate of Insurance Â [See Attached] Â Exhibit B Â Â EXHIBIT F Â FORM OF ASSIGNMENT OF ACCOUNTS Â (Attached) Â Exhibit F â€“ Page 1 Â Â Execution Version Â ASSIGNMENT OF ACCOUNTS RECEIVABLE Â This ASSIGNMENT OF ACCOUNTS RECEIVABLE (this â€œAssignmentâ€) is executed, delivered, and made effective as of December [31], 2023 (the â€œEffective Dateâ€), by EQUIPMENT TRANSPORT LLC, a Pennsylvania limited liability company (â€œAssignorâ€), to PILOT OFS HOLDINGS LLC, a Delaware limited liability company (â€œAssigneeâ€), pursuant to that certain Purchase and Sale Agreement of even date herewith by and between Assignee and Meridian Equipment Leasing LLC, as Purchaser thereunder (â€œMeridianâ€ and the â€œPurchase Agreementâ€, respectively), reference to which is hereby made for all purposes. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement. Â WHEREAS, simultaneously herewith, pursuant to the terms and provisions of the Purchase Agreement, Assignee intends to sell to Meridian all of the issued and outstanding limited liability company membership interests in and to Assignor; Â WHEREAS, in connection therewith, Assignee and Meridian have agreed that Assignee will retain the benefit of all outstanding accounts receivable of Assignor; Â NOW THEREFORE, in consideration of the Purchase Agreement, the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: Â 1.Â Assignment and Assumption of Accounts Receivable. Assignor does hereby absolutely, unconditionally, and irrevocably BARGAIN, SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Assignee all of Assignorâ€™s accounts receivable accrued and/or arising out of the period of time preceding the Closing, arising out of and acquired by Assignor in its ordinary course of its business, which receivables are or will be due and owing to Assignor without defense, offset or counterclaim (each, a â€œReceivableâ€ and collectively, the â€œReceivablesâ€), free and clear of all liens and encumbrances. For the avoidance of doubt, once a Receivable is assigned to Assignee, Assignee shall have the sole and exclusive right to collect such Receivable and Assignor shall provide to Assignee all reasonable assistance and Records to collect such each such Receivable at Assignorâ€™s sole cost and expense. If and to the extent an assignment of any Receivable is ineffective or unable to be made, Assignor shall hold in trust the Receivable and grants to Assignee full rights of subrogation with respect to each such Receivable, and authorizes Assignee to collect on Assignorâ€™s behalf such Receivable from the debtor thereof. Assignee hereby ACCEPTS and ASSUMES the Receivables, and all rights and benefits thereof, free and clear of all liens and encumbrances other than restrictions imposed under applicable law. Â 2.Â Bank Accounts; Cooperation. Assignor acknowledges and agrees that, prior to the date hereof, the Receivable debtors have been notified and instructed to remit the Receivables to the bank accounts of Assignor more particularly set forth on ScheduleÂ 4.18 to the Purchase Agreement (the â€œBank Accountsâ€). Assignor further acknowledges that notifying the Receivable debtors would cause unreasonable delay in collection of the Receivables and irreparable harm to Assignee. Accordingly, Assignor shall permit Assignee to direct the Receivable debtors to remit the Receivables to the Bank Accounts. Assignor shall hold such funds in trust for the sole and exclusive benefit of Assignee. Assignor covenants and agrees to provide at all times read-only access to the Bank Accounts to the designated representatives of Assignor, which access shall be irrevocable and perpetual until full and final collection of the Receivables. Assignor shall promptly follow and adhere to the reasonable direction and instruction of Assignee and Assigneeâ€™s representatives in the collection of the Receivables, and shall promptly make available to Assignee all Records relating to the Bank Accounts and the Receivables. Assignor shall, no later than seventy-two(72) hours after receipt of instruction from Assignee, remit the cash proceeds of collected Receivables deposited into the Bank Accounts to the designated accounts of Assignee. Assignor shall grant, and shall not revoke, access to customer electronic systems to Assignee for purposes of collecting the Receivables. Â Page 1 of 4 Â Â 3.Â Records and Audit Rights. Assignor shall maintain detailed Records regarding the Receivables and agrees to retain all such Records for a period of four (4) years after the Effective Date. Assignee (or its designated representative(s)) may, at any time until the expiration of such four-year period, and upon providing written notice to Assignee, review, inspect, and audit such Records for purposes of verifying compliance with the terms and conditions of this Assignment. Assignee shall have the right to reproduce and retain copies of all such Records. In addition, all Records of the Bank Accounts will be subject to audit and shall be retained by Assignor. In the conduct of any audit, Assignee shall respond to all claims and exceptions of Assignor within thirty (30) days of receipt thereof. Assignor shall have the right to designate and utilize independent third-party auditors to conduct an audit of Assigneeâ€™s performance pursuant to this Assignment. If the results of any such audit show a monetary discrepancy of more than five percent (5%) in favor of Assignor, then Assignor shall reimburse Assignee for all costs and expenses (including, without limitation, outside auditorsâ€™ fees, reasonable attorneysâ€™ fees and costs of collection) incurred by Assignor with respect to such audit. The rights of Assignor under this SectionÂ 3 shall be additional to and shall not prejudice any other or additional rights and remedies afforded to Assignor by law, and shall be without prejudice to Assignorâ€™s right to take legal action with respect thereto, including the right to dispute any collection, invoice, or Receivable as a result of such audit. In the event that a computational, invoicing, accounting, or other monetary error is discovered pursuant to this SectionÂ 3, then the parties hereto shall remedy such error, and the party owing payment shall pay the other the amount concerned within thirty (30) days of the error being substantiated. Â 4.Â Standard of Conduct. In the performance of its obligations hereunder, Assignor shall act in good faith and fair dealing, and use best efforts to assist Assignee in collection of the Receivables. Â 5.Â Events of Default; Remedies. An â€œEvent of Defaultâ€ shall mean the failure of either party hereto to materially comply with any material provision of this Assignment if such failure is not cured within three (3) business days after notice thereof from the other party hereto. If an Event of Default occurs with respect to either party to this Assignment, the other party hereto may exercise any and all remedies available at law or in equity for breach of contract, unless and to the extent expressly limited herein. Assignor acknowledges that Assignee may be irreparably harmed by Assignorâ€™s breach or default of this Agreement, and that the payment of money may be an insufficient remedy to make Assignee whole, and agrees and authorizes Assignee to seek an injunction or injunctions, specific performance, or other equitable relief in order to prevent breaches or defaults of this Agreement by Assignor. Assignor covenants not to oppose the granting of such equitable relief, including on the basis that Assignor has an adequate remedy at law or in damages or that specific performance is not an appropriate remedy. Â 6.Â Limitation. NOTWITHSTANDING ANYTHING HEREIN, THE DELIVERY OF THIS ASSIGNMENT SHALL NOT DIMINISH OR OTHERWISE IMPAIR ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS OR PROVISIONS OF THE PURCHASE AGREEMENT, AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES, TERMS AND PROVISIONS CONTAINED IN THE PURCHASE AGREEMENT SHALL SURVIVE THE DELIVERY OF THIS ASSIGNMENT TO THE EXTENT, AND IN THE MANNER, SET FORTH IN THE PURCHASE AGREEMENT. Â 7. Miscellaneous. Â (a)Time of the Essence. Time is of the essence with respect to the performance of this Assignment. Â (b)Assignment. Assignor may not assign any right, interest or obligation hereunder without the prior written consent of Assignee, and any attempt to do so shall be void. This Assignment is binding upon, inures to the benefit of and is enforceable by the Assignor, Assignee, and their respective successors and permitted assigns. Â (c)Mutual Provisions. SectionsÂ 8.1 (Notice), 8.2 (Entire Agreement), 8.3 (Expenses), 8.5 (Waiver), 8.6 (Amendment), 8.7 (No Third Party Beneficiary; No Affiliate Liability), 8.9 (Headings), 8.10 (Invalid Provisions), 8.11 (Counterparts; Facsimile), 8.12 (Governing Law; Venue; and Jurisdiction), and 8.13 (Attorneysâ€™ Fees) of the Purchase Agreement shall apply to this Assignment, mutatis mutandis. Â Â [The remainder of this page is intentionally blank; signature page(s) follow.] Â Page 2 of 4 Â Â IN WITNESS WHEREOF, this Assignment has been duly executed, delivered, and made effective as of the Effective Date by the duly authorized representatives of each party set forth below. Â Â ASSIGNOR: Â Â Â EQUIPMENT TRANSPORT LLC, a Pennsylvania limited liability company Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Signature Page to Assignment Â Â Â Â Â ASSIGNEE: Â Â Â PILOT OFS HOLDINGS LLC, a Delaware limited liability company Â Â Â Â By: Â Â Name: Zachary Neal Â Title: Executive Vice President, Corporate Development Â Â Signature Page to Assignment Â Â Â Â EXHIBIT G Â FORM OF SECURITY AGREEMENT Â (Attached) Â Exhibit G â€“ Page 1 Â Â Execution Version Â SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL Â THIS INSTRUMENT COVERS THE INTEREST OF OBLIGOR IN AND TO THE PERSONAL PROPERTY AND EQUIPMENT DESCRIBED ON EXHIBIT â€œAâ€ ATTACHED HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE OFFICIAL RECORDS OF THE SECRETARY OF STATE OF TEXAS. Â A POWER OF SALE HAS BEEN GRANTED IN THIS SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL. A POWER OF SALE MAY ALLOW THE SECURED PARTY TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A COLLATERAL FORECLOSURE ACTION UPON DEFAULT BY THE DEBTOR PURSUANT TO THIS SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL. Â FROM Â MERIDIAN EQUIPMENT LEASING, LLC, as Obligor Â TO Â PILOT OFS HOLDINGS LLC, as Secured Party Â DECEMBER __, 2023 Â For purposes of filing this Security Agreement, Financing Statement and Assignment of Collateral as a financing statement, the mailing address of Obligor is 5220 Spring Valley Road, Suite LL 20, Dallas, Texas 75254. Â ATTENTION RECORDING OFFICER: This instrument is a financing statement of accounts, personal property and equipment and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to the equipment, personal property, and proceeds thereof of Obligor which are further described herein. Â RECORDED DOCUMENT(S) SHOULD BE RETURNED TO: Â Jackson Walker LLP 2323 Ross Avenue, Suite 600 Dallas, Texas 752001 Attn: Pat Knapp Â Â Â Â SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL Â This SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL (this â€œAgreementâ€) is executed on the date set forth in the acknowledgement below, to be effective as of DecemberÂ Â Â Â Â Â , 2023 (the â€œEffective Dateâ€), is executed and delivered by MERIDIAN EQUIPMENT LEASING, LLC (â€œObligorâ€), a Texas limited liability company whose address is 5220 Spring Valley Road, Suite LL20, Dallas, Texas 75254, in its capacity as a Borrower and Assignee pursuant to the Loan Documents, as defined below, and PILOT OFS HOLDINGS LLC, a Delaware limited liability company, whose address is 20 Greenway Plaza, Suite 500, Houston, Texas 77046 (â€œSecured Partyâ€) in its capacity as the Lender and Assignor pursuant to the Loan Documents. Obligor and Secured Party may sometimes be referred to herein individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â RECITALS Â This Agreement is executed in connection with, and pursuant to the terms of, the Secured Promissory Note of even date herewith, by and among Obligor, as Borrower, and Secured Party, as Lender (the â€œNoteâ€), and that certain Purchase and Sale Agreement of even date herewith by and between Secured Party, as Seller, and Obligor, as Purchaser (the â€œPurchase Agreementâ€). It is a requirement under the Note and Purchase Agreement that the Obligor execute and deliver this Agreement. Â NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligor and Secured Party hereby agree as follows: Â ARTICLE I Definitions Â 1.1 Terms. Terms defined in the Note and the Assignment, as defined below, have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires. Terms not defined herein are defined in the Texas Uniform Commercial Code, as in effect on the date hereof (the â€œUCCâ€), have the meanings specified in the UCC, and the definitions specified in Article 9 of the UCC control in the case of any conflicting definitions in the UCC. Capitalized terms not defined in the UCC, or which have meanings ascribed in the UCC, shall nonetheless have the meanings set forth in the Note, which shall govern and control. The singular number includes the plural and vice versa. Captions of Sections do not limit the terms of such Sections. In addition to terms defined elsewhere in this Agreement, the UCC, and the Note: Â â€œCollateralâ€ means the Equipment, the Rigging Equipment, and the Personalty Collateral. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 1 of 22 Â Â â€œEffective Dateâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œEquipmentâ€ means all of the personal property and equipment described on Exhibit â€œAâ€ attached hereto and made a part hereof for all purposes. Â â€œEvent of Defaultâ€ shall have the meaning set forth in Article V hereof. Â The â€œLoan Documentsâ€ mean the Note, the Purchase Agreement, this Agreement, and any and all renewals, extensions, modifications, amendments, ratifications, restatements, rearrangements and substitutions of all or any part of such documents. Â â€œNoteâ€ has the meaning set forth in the Recitals. Â â€œObligationsâ€ means (i) all indebtedness of Obligor evidenced by the Note, (ii) all other indebtedness, obligations, covenants and liabilities of Obligor arising pursuant to any Loan Document, and (iii) all other indebtedness, obligations, and liabilities of any kind of the Obligor or any of its affiliates or subsidiaries now existing or hereafter arising pursuant to any Loan Document, whether fixed or contingent, joint or several, direct or indirect, primary or secondary, and regardless of how created or evidenced, (iv) all renewals, extensions, modifications, amendments, rearrangements and substitutions of all or any part of the above, whether or not Secured Party executes any agreement or instrument. Â â€œObligorâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œPersonalty Collateralâ€ means all of Obligorâ€™s now owned or hereafter acquired interest in and to all Equipment and Rigging Equipment, including, but not limited to, (i) all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Collateral hereunder, including all liens securing the same, (ii) all information, documents and instruments concerning the Equipment and Rigging Equipment, including title documents, logs, books and records, (iii) any options or rights of first refusal to acquire any of the Collateral, and (iv) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing. Â â€œPermitted Liensâ€ means any lien arising under the Loan Documents. Â â€œPurchase Agreementâ€ has the meaning set forth in the Recitals. Â â€œRigging Equipmentâ€ means oil working tools, including fittings for load hoses and tank trailers, oil thief gages, sample tubes, gage workerâ€™s trays, hydrometers, plump bobs, graduated cylinders, and any and all other tools used in measuring, testing, sampling and transferring oil to and/or from a tank trailer. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 2 of 22 Â Â

â€œSecured Partyâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œSecurity Interestâ€ means the security interest granted by Obligor to Secured Party under this Agreement, which the Parties hereby. Â â€œSecurity Terminationâ€ means such time at which each of the following events shall have occurred on or prior to such time: (a) the indefeasible payment in full of all Obligations in cash and all other amounts payable pursuant to the Loan Documents, and (b) the delivery of any written release or relinquishment of this Agreement by Secured Party to Obligor. Â â€œSupporting Obligationâ€ means a means a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, property, equipment, the Obligations, the Equipment or this Agreement. Â ARTICLE II Creation of Security Interest Â 2.1Â Grant of Lien. In consideration of funds advanced by Secured Party to the Obligor for purchase of the Equipment and Rigging Equipment as set forth in the Loan Documents, and in further consideration of the mutual covenants contained herein, Obligor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN with a general warranty of title, for the uses, purposes and conditions hereinafter set forth, a purchase-money security interest and lien in and to all of its right, title and interest in and to the Collateral unto Secured Party, and its successors, assigns, trustees, representatives and administrators, WITH POWER OF SALE, to secure payment and performance of the Obligations and for the benefit of Secured Party. Â TO HAVE AND TO HOLD the Collateral unto the Secured Party and its successors, assigns, trustees, representatives and administrators forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Obligor contained in this Agreement. Subject to the Permitted Liens, Obligor does hereby bind itself, its successors and permitted assigns to warrant and forever defend all and singular the Collateral unto the Secured Party and its successors, assigns, trustees, representatives and administrators, against every party whomsoever lawfully claiming or to claim the same, or any part thereof. It is Secured Partyâ€™s and Obligorâ€™s intent that this instrument cover Obligorâ€™s entire interest in the Collateral including, but not limited to, all that certain Equipment described on Exhibit â€œAâ€. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 3 of 22 Â Â 2.2Â Assignment of Implied and Statutory Liens and Security Interests. For the same consideration and to further secure the Obligations, and to the maximum extent permitted by law, Obligor hereby TRANSFERS, ASSIGNS, and CONVEYS to Secured Party for its benefit the security interests held by Obligor arising under Chapter 9 of the Texas Business and Commerce Code and any other law, rule or regulation of the State of Texas or the United States. Â 2.3Â Power of Attorney. Obligor does hereby MAKE, CONSTITUTE and APPOINT Secured Party as its true and lawful agent and attorney-in-fact with full power of substitution, either generally or for such periods or purposes as Secured Party may from time to time prescribe, with full power and authority, for and on behalf of and in the name of Obligor, to execute, acknowledge and deliver all such instruments, agreements, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Secured Party, be necessary, proper or advisable to effect the intent and purpose of this Agreement; and Obligor shall be bound thereby as fully and effectively as if Obligor had personally executed, acknowledged and delivered any of the foregoing instruments, agreements, certificates and/or other documents. The powers and authorities granted in this paragraph may be exercised by any authorized representative of Secured Party. The power of attorney conferred in this section is granted for valuable consideration and coupled with an interest and is irrevocable so long as a Security Termination has not occurred. The parties acknowledge that the power-of-attorney set forth above is intended primarily as an aid to Secured Party in securing the Collateral, to which it is entitled. Â ARTICLE III Obligorâ€™s Warranties and Covenants Â 3.1Â Payment of Obligations. Obligor covenants that Obligor shall timely pay and perform the Obligations secured by this Agreement. Â 3.2 Representations. Obligor represents and warrants as follows: Â (a)Â Incorporation of Representations and Warranties from Loan Documents. The representations and warranties of Obligor contained in the Note and any other Loan Documents applicable to Obligor or the Collateral are hereby confirmed and restated, each such representation and warranty, together with all related definitions and ancillary provisions, being hereby incorporated into this Agreement by reference as though specifically set forth in this Section. Â (b)Â Title to Collateral and Risk of Loss. Obligor has good and defensible title to the Collateral free from all Liens, claims, security interests or other encumbrances except as permitted by the provisions of this Agreement or other Loan Documents. Except for Secured Partyâ€™s interest in the Collateral, Obligor shall keep the Collateral free and clear of all liens, claims and burdens, including warehousemanâ€™s liens, materialmenâ€™s liens, and other liens or claims that may accrue, save and except for those created pursuant to this Agreement. Obligor shall at all times bear all risks of loss, damage, theft, or destruction of or to the Collateral. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 4 of 22 Â Â (c)Â Taxes, Expenses and Other Payments. Obligor shall timely pay, remit and/or tender all sums due to vendors for repair, maintenance and other work performed on the Equipment. Â (d)Â Licenses, Permits, Regulatory Filings and Compliance. Obligor has at all times obtained and kept current all necessary licenses and permits to use and operate the Collateral. Â (e)Â Obligorâ€™s Address. The address of Obligorâ€™s place of business, residence, chief executive office and office where Obligor keeps its records concerning accounts, contract rights and general intangibles is as set forth in the Preamble of this Agreement, and there has been no change in the location of Obligorâ€™s place of business, residence, chief executive office and office where it keeps such records and no change of Obligorâ€™s name during the four (4) months immediately preceding the date of this Agreement. Obligor hereby represents and warrants that its organizational number is 803294826, the state of its formation is Texas, and the correct form of Obligorâ€™s name is as set forth in its signature block below. Â (f)Â Formation and Authority. Obligor represents and warrants that (i) to the extent that Obligor is a corporation, partnership or limited liability company, that Obligor is validly constituted and organized in the state of incorporation recited herein, (ii) the individual representative executing this Agreement has the power and authority to bind Obligor to this Agreement in the capacity stated herein. Â (g)Â Solvency. Obligor is solvent and has adequate funds to conduct its business during the term of this Agreement. Â 3.3Â Obligorâ€™s Payment Duties. Except as provided otherwise herein, nothing contained herein shall limit Obligorâ€™s absolute duty to make timely payment of the Obligations, and receipt by the Secured Party of monies from Obligor in less than the full amount of the Obligations shall be in addition to all other security now or hereafter existing to secure full payment of the Obligations. Â 3.4Â Liability of Secured Party. Secured Party is hereby absolved from all liability for failure to enforce collection of any of such proceeds, and from all other responsibility in connection therewith except the responsibility to account to Obligor for proceeds actually received by Secured Party. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 5 of 22 Â Â 3.5Â Expenses. All expenses incurred by the Secured Party in collection of said proceeds shall be repaid promptly by Obligor; and prior to such repayment, such expenses shall be a part of the Obligations secured hereby. Â 3.6Â Assurances. Obligor authorizes Secured Party to file a financing statement describing the Collateral. Secured Party may use a description of the Collateral in any financing statement as â€œall assetsâ€ or similar wording or any more specific wording. Obligor will at its own expense take all action as Secured Party may at any time request to protect, assure or enforce Secured Partyâ€™s interests, rights and remedies created by, provided in or emanating from this Agreement. Obligor shall (a) upon request of Secured Party, cause the Security Interest to be duly noted on any certificate of title issuable with respect to any of the Collateral and forthwith deliver to Secured Party each such certificate of title; (b) take such steps as Secured Party may request to ensure Secured Party obtains control with respect to all Collateral in which a security interest may be perfected by control, and to cause any bailee in possession of any Collateral to acknowledge that such bailee will act with respect to such Collateral on the instructions of Secured Party without consent by Obligor; (c) promptly advise Secured Party of the assignment to Obligor of any organizational identification number (if Obligor does not currently have one) or of any change in Obligorâ€™s current organizational identification number; and (e) execute and deliver to Secured Party, in due form for filing or recording (and pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Secured Party) security agreements, mortgages, deeds of trust, pledge agreements, consents, waivers, financing statements (and amendments thereof), and other documents, and do such other acts and things, all as may from time to time in the opinion of Secured Party be necessary or desirable to establish and maintain a valid perfected first priority security interest in the Collateral free of all Liens. Obligor shall immediately notify Secured Party of any discontinuance of or change in the address and contact information of Obligorâ€™s place of business, residence, chief executive office or office where it keeps records concerning accounts, contract rights and general intangibles. Â 3.7Â Minimum Guidelines for Condition of Equipment. Obligor covenants and agrees to maintain the Equipment in strict compliance with the following minimum standards, except where otherwise indicated: Â (a)Â Tires. Shall have sound casings capable of carrying its rated load capacity. Steer axel tires are to be original, matched tread, with 12/32 remaining tread depth on all tires. Rear axel to be original, matched tread with 60% remaining tread depth of 100% cross-bar caps on original casings with warranty; Â (b)Â Body. Shall have not dented or punctured panels (including fuel tanks) and no other damage that costs more than Two Hundred Fifty and No/100s Dollars ($250.00) to repair. All bodies that have been damaged, rusted, or abused must be repaired to original condition, less normal wear and tear. There will be no sheet metal damage including paint and rust on cab, bumper, grill, fuel tanks and attachments to the cab including sleeper boxes, airings, and cab extenders. Frame, crossmembers, springs, axels, axel housings and wheels will be free from cracks, breaks or bends. When included, lift gates will be operable and refrigeration equipment must operate to original designated temperature capacity; Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 6 of 22 Â Â (c)Â Interiors. Shall be clean, shall have no tears, odors, burns, damage to seats, seat backs, dashes, headliners, door panels or carpeting, original radio and other original equipment to be in place. Gauges and all other operative parts and accessories shall be in working order; Â (d)Â Engine. Shall be mechanically sound, carry manufactureâ€™s recommended oil pressure, have no excessive blow by, no water and/or oil leakage, and have no cracked heads or blocks. Transmission and differentials shall have no seal leakage (including wheel seals - steer and drive axels), shall be operable as originally provided to customer, shall have no excessive gear noise. Obligor will furnish electronic engine ECM codes upon request; Â (e)Â Drive Train Components. Equipment shall be â€œROADWORTHYâ€ capable of operating as originally designed; this specifically includes, but is not limited to, engines, transmissions, axels and allied equipment (i.e., heater/AC system); Â (f)Â Glass. Windshield shall not be pitted, chipped or cracked in a manner that would fail DOT inspection. Windows and mirrors shall not be broken or cracked, including bulls-eyes or fractures, and all window operating mechanisms shall be operable; Â (g)Â Electrical. Batteries, starters, alternators, etc., shall be operable. Charging system will be operating and batteries will start Equipment under its own power with no dead cells or cracked cases. Lights and wiring shall be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable; Â (h)Â Factory Equipment & In Service Equipment. Factory-installed equipment and any equipment installed in Equipment prior to this Agreement shall be intact and operable, which specifically includes fifth wheel, mudflaps, airfoils, safety equipment, chain boxes, etc.; Â (i)Â Chrome & Bright Metal Trim. Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of purchase shall be free from damage and scrapes; Â (j) Brakes. Shoes shall have a minimum of fifty percent (50%) wear left; and Â (k)Â DOT Standards. Equipment shall pass a complete U.S. Department of Transportation (â€œDOTâ€) annual inspection. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 7 of 22 Â Â 3.8Â Scheduled Maintenance.Â All scheduled maintenance on tractor and trailer Equipment is current as required by the following Preventative Maintenance Schedule: Â REQUIRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Inspect & Repair Oil Level X Â Â Â Â Inspect & Repair Radiator Fan/Hub/Fluid Level X Â Â Â Â Inspect & Repair Water Pump/Hose/Belt X Â Â Â Â Inspect & Repair Steering Fluid/Hose/Belt/Linkage X Â Â Â Â Inspect & Repair Air Compressor/Hose/Belt X Â Â Â Â Inspect & Repair Alternator/Belt X Â Â Â Â Inspect & Repair/Replace/Secure Fire Extinguisher X Â Â Â Â Inspect & Repair Emergency Triangles/Extra Fuses X Â Â Â Â Inspect & Repair Clutch/Clutch Travel X Â Â Â Â Inspect & Repair Gauges X Â Â Â Â Inspect & Repair Engine Operating Temperature X Â Â Â Â Inspect & Repair Oil Pressure X Â Â Â Â Inspect & Repair Ampmeter/Voltmeter X Â Â Â Â Inspect & Repair Steering Play X Â Â Â Â Inspect & Repair Wipers/Washers X Â Â Â Â Inspect & Repair Air Filter Indicator/Air Filter X Â Â Â Â Inspect & Repair Horn X Â Â Â Â Inspect & Repair Heater/Defroster X Â Â Â Â Inspect & Repair Turn Signals/Flasher X Â Â X Â Inspect & Repair Brake Lights X Â Â X Â Inspect & Repair License Plate Light X Â Â X Â Inspect & Repair ABS System/Indicator Light X Â Â X Â Inspect & Repair Exhaust System X Â Â Â Â Inspect & Repair Headlights/High & Low Beam X Â Â Â Â Inspect & Repair/Replace/Inflate Tires X Â Â X Â Inspect & Repair Wheel Seals X Â Â X Â Inspect & Repair Rims/Lug Nuts X Â Â X Â Inspect & Repair Slack Adjusters X Â Â X Â Inspect & Repair Brake pads and Drums X Â Â X Â Inspect & Repair Brake Chamber X Â Â X Â Inspect & Repair Brake Hoses and Air Lines X Â Â X Â Inspect & Repair Springs/Mounts X Â Â X Â Inspect & Repair Suspension System Air Lines/Bags X Â Â X Â Inspect & Repair Shock Absorbers X Â Â X Â Inspect & Repair Reflectors/Reflective Tape X Â Â X Â Inspect & Repair Mud Flaps/Brackets X Â Â X Â Inspect & Repair Windows/Mirrors/Brackets X Â Â X Â Inspect & Repair Drive Shaft/Transmission X Â Â Â Â Inspect & Repair Coupling System Mounting Bolts X Â Â X Â Inspect & Repair Coupling System Safety Latch/Locking X Â Â Â Â Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 8 of 22 Â Â REQUIRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Jaw Â Â Â Â Â Inspect & Repair Coupling System Platform/Frame X Â Â Â Â Inspect & Repair Coupling System Release Arm X Â Â Â Â Inspect & Repair Coupling System Kingpin/Apron Gap X Â Â X Â Inspect & Repair Air Line/Electric Connection to Trailer X Â Â Â Â Inspect & Repair Catwalk/Frame/Centrifuge Mount X Â Â Â Â Inspect & Repair Air Tanks/Mount/Drain Water X Â Â Â Â Inspect & Repair Batteries/Cover X Â Â Â Â Inspect & Repair DEF/Fuel Tanks/Caps X Â Â Â Â Inspect & Repair Loading/Unloading Hoses/Connections X Â Â Â Â Inspect & Repair Centrifuge X Â Â Â Â Inspect & Update Permit Book/Required Stickers Â X Â Â Â Lubricate all lube points Â X Â Â Month Lubricate 5th Wheel Â X Â Â Â Test AntiFreeze to -40 Degrees Â Â 25,000 miles Â Â Clean Air Filter Â Â 25,000 miles Â Â Change Air Filter Â Â 50,000 miles Â Â Replace Coolant Filter Â Â 25,000 miles Â Â Replace Fuel Filters Â Â 25,000 miles Â Â Inspect & Repair Wheel Bearings Â Â 25,000 miles Â Â Change Oil/Oil Filter Â Â 25,000 miles Â Â Inspect and Repair Gear Oil Â Â 25,000 miles Â Â Inspect & Document NALCO Level PPM Â Â 25,000 miles Â Â Drain and Replace Steering Fluid/Filter Â Â Year Â Â Change Air Dryer Cartridge Â Â 360,000 miles Â Â DOT Annual Inspection Â Â 120 days Â Â Â 3.9 Use, Maintenance and Inspection of Equipment. Â (a)Â Use of Equipment. Obligor shall use the Equipment exclusively in the operation of Obligorâ€™s transportation business and in compliance with all federal, state, local, Indian- Reservation, and foreign statutes, laws, ordinances, and regulations, and applicable insurance policy conditions. Obligor shall ensure that all drivers or operators of the Equipment possess valid commercial driverâ€™s licenses and meet all applicable federal and state driver qualifications and motor safety requirements (including the Federal Motor Carrier Safety Regulations published at 49 C.F.R. Part 391). If, in Secured Partyâ€™s reasonable judgment, a driver is not in compliance with these qualifications and requirements, Obligor shall replace the driver at Secured Partyâ€™s request with one approved by Secured Party. No passenger may be carried without a prior written passenger authorization from Secured Party. No more than one passenger may be carried at one time. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 9 of 22 Â Â (b)Â Maintenance and Repairs. Obligor shall be responsible for all expenses relating to maintenance required by SectionÂ 3.8 of this Agreement and for other regular maintenance of engine, drive-train, axles, brakes, and all other electrical and mechanical systems, repairs of damage to the Equipment necessary to its continued safe and efficient operation, steps to make the Equipment conform to any federal, state, or municipal requirements (including any changes in such requirements), and all lubricants, tires, rims, parts, and supplies involved in such maintenance and repairs. In the event the Equipment shall be disabled for any reason, Obligor and/or its drivers shall immediately notify Secured Party, and Obligor shall abide by Secured Partyâ€™s directions concerning emergency repairs. Obligor, at Obligorâ€™s expense, shall preserve the Equipment in as good working condition as when delivered to Obligor hereunder, as measured by the Minimum Guidelines for Condition of Equipment set forth in SectionÂ 3.7 above, excepting only reasonable wear and tear from normal use, including that Obligor shall cause the Equipment that has been damaged, but not irreparably, to be promptly repaired and restored to at least the conditions required by the Guidelines in SectionÂ 3.7 above. All Equipment repairs and maintenance shall be performed at facilities designated or approved by Secured Party and in compliance with the Preventative Maintenance Schedule set forth in SectionÂ 3.8 above. As proof of compliance, Obligor shall supply Secured Party with all requested invoices, maintenance records, purchase orders and similar documents evidencing compliance with maintenance procedures. If Secured Party reasonably determines that required maintenance and repairs are not being done, Obligor hereby authorizes Secured Party to have such maintenance and repair work done at facilities Secured Party selects and to charge such costs to Obligor. Â (c)Â Modifications to Equipment. Obligor shall make no addition, improvement, or modification to the Equipment unless Secured Party gives Obligor written permission in advance. Any item Obligor affixes with Secured Partyâ€™s approval may be removed only if Secured Party reasonably determines that removal will not damage or lessen the value of the Equipment and Obligor pays for any such removal. Any alterations Secured Party does not approve in writing shall be removed at Obligorâ€™s expense or retained by Secured Party as Secured Partyâ€™s property, at Secured Partyâ€™s option. From time to time, Secured Party may, at its option and expense, make such alterations, additions, or improvements as it shall deem appropriate. Â (d) Inspection. Obligor shall have a full annual DOT inspection pursuant to 49 C.F.R. Â§ 396.17 performed on the tractor and trailer Equipment every three hundred sixty five (365) days or less, and have any necessary maintenance or repairs done, at Obligorâ€™s expense at a maintenance facility designated or approved by Secured Party. Obligor shall provide Secured Party with a copy of the annual inspection report upon completion of the inspection and shall, as directed by Secured party, promptly forward to Secured Party all other inspection, maintenance and repair records for the Equipment. In addition, upon Secured Partyâ€™s request, throughout the duration of this

Agreement, Secured Party or Secured Partyâ€™s authorized agent has the right to inspect the Equipment at any reasonable time or place. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 10 of 22 Â Â 3.10 Required Insurance Coverages. Â (a)Â Non-Trucking (Bobtail) Liability Insurance. Obligor shall maintain, at Obligorâ€™s sole expense, public liability (bodily-injury-property damage coverage and environmental- restoration coverage) insurance which shall provide coverage to Obligor in a combined single limit of not less than one million dollars ($1,000,000), with a deductible no greater than one thousand dollars ($1,000) for injury or death to any person or for damage to property in any one occurrence. Such coverage shall be primary, as between Secured Party and Obligor, to any other insurance that may be available from Secured Party. Obligor shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Â (b)Â Physical Damage Insurance. Obligor shall maintain physical damage insurance that will provide coverage to Lessee at all times with a policy limit of at least the outstanding total of principal and interest due and owing pursuant to the Note, for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Obligor shall be responsible for all deductible amounts (which shall not exceed five thousand dollars ($5,000) per occurrence) and for any loss or damage in excess of the policy limit. Â (c)Â Other Insurance. In addition to the insurance coverages required under SectionÂ 3.10(a) and SectionÂ 3.10(b), it is solely Obligorâ€™s responsibility to maintain any other insurance coverage that Obligor may desire for the Equipment or for Obligorâ€™s health care or other needs. Obligor holds Secured Party harmless with respect to loss of, or damage to, the Equipment, Obligorâ€™s trailer, or other property, and Secured Party has no responsibility to procure, carry, or maintain any insurance covering loss of, or damage to, the Equipment, Obligorâ€™s trailer, or other property. Obligor acknowledges that Secured Party may, and Obligor hereby authorizes Secured Party to, waive and reject no-fault, uninsured, and underinsured motorist coverage from Secured Partyâ€™s insurance policies to the extent allowed pursuant to Texas law (or such other state law exercising jurisdiction), and Obligor shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 11 of 22 Â Â (d)Â Requirements Applicable to all of Obligorâ€™s Insurance Coverages. Obligor shall procure insurance policies providing the above-described coverages solely from insurance carriers that are rated at least â€œA-â€ by A.M. Best (or of equivalent financial strength in the commercially- reasonable judgment of Secured Party), and Obligor shall not operate the Equipment under this Agreement unless and until Secured Party has determined that the policies are acceptable (Secured Partyâ€™s approval shall not be unreasonably withheld). Obligor shall furnish to Secured Party written certificates obtained from Obligorâ€™s insurance carriers showing that all insurance coverages required above have been procured from insurance carriers rated at least â€œA-â€ by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of Secured Party), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, and the expiration date, and list Secured Party as the primary loss payee, and as an additional insured with primary coverage. If a certificate of insurance provided to Obligor under this Section does not show that written notice of cancellation, or modification of the policy shall be given to Secured Party at least thirty (30) days prior to such cancellation or modification, Obligor shall provide or cause its insurance carrier to provide, this notice to Secured Party. Â (e)Â Obligorâ€™s Liability If Required Coverages Are Not Maintained. IN ADDITION TO OBLIGORâ€™S HOLD HARMLESS/INDEMNITY OBLIGATIONS TO SECURED PARTY UNDER THIS AGREEMENT, OBLIGOR AGREES TO DEFEND, INDEMNIFY, AND HOLD SECURED PARTY HARMLESS FROM ANY DIRECT, INDIRECT, OR CONSEQUENTIAL LOSS, DAMAGE, FINE, EXPENSE, INCLUDING REASONABLE ATTORNEY FEES, ACTIONS, CLAIM FOR INJURY TO PERSONS, INCLUDING DEATH, AND DAMAGE TO PROPERTY THAT SECURED PARTY MAY INCUR ARISING OUT OF OR IN CONNECTION WITH OBLIGORâ€™S FAILURE TO MAINTAIN THE INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT. IN ADDITION, OBLIGOR, ON BEHALF OF OBLIGORâ€™S INSURER, EXPRESSLY WAIVES ALL SUBROGATION RIGHTS AGAINST SECURED PARTY, AND, IN THE EVENT OF A SUBROGATION ACTION BROUGHT BY OBLIGORâ€™S INSURER, OBLIGOR AGREES TO DEFEND, INDEMNIFY, AND HOLD SECURED PARTY HARMLESS FROM SUCH CLAIM. IF OBLIGOR FAILS TO PROVIDE PROPER EVIDENCE OF THE PURCHASE OR MAINTENANCE OF THE INSURANCE REQUIRED ABOVE, THEN SECURED PARTY IS AUTHORIZED BUT NOT REQUIRED TO OBTAIN SUCH INSURANCE AT OBLIGORâ€™S EXPENSE AND TO CHARGE BACK TO OBLIGOR, AMOUNTS REFLECTING SECURED PARTYâ€™S EXPENSE IN OBTAINING AND ADMINISTERING SUCH COVERAGE, INCLUDING THE COST OF PREMIUMS, RETENTIONS, DEDUCTIBLES, AND REASONABLE ADMINISTRATIVE FEES. Â 3.11Â Sublease to Another Party. Obligor shall not, under any circumstances, sublease, rent or assign the Equipment in whole or in part to another party without first obtaining the written consent of Secured Party, which Secured Party may grant or deny in their sole and absolute discretion. Â 3.12 Notices. Upon becoming aware thereof, Obligor promptly will notify Secured Party of any claim, action, or proceeding which could materially and adversely affect the value of, or Obligorâ€™s title to, any of the Collateral, or the effectiveness of the Security Interest. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 12 of 22 Â Â ARTICLE IV Secured Partyâ€™s Warranties and Covenants Â 4.1Â Authority. The Secured Party has the authority to execute this Agreement, and to make the covenants representations, warranties and assignments contained in this Agreement. Â 4.2Â Disclaimer of Warranties. SECURED PARTY, NOT BEING THE MANUFACTURER OR THE VENDOR OF THE EQUIPMENT, HEREBY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE, OR ITS CAPACITY OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, OR ANY PATENT INFRINGMENT OR PATENT OR LATENT DEFECTS, AND OBLIGOR HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY SECURED PARTY. Â ARTICLE V Secured Partyâ€™s Rights Â 5.1Â Secured Partyâ€™s Rights. Secured Party shall have the following rights at all times without regard to the occurrence of an Event of Default: Â (a)Â Assertion of Warranties. Provided no Event of Default has occurred or is continuing hereunder, and so long as the Equipment is subject to this Agreement and Secured Party is legally permitted so to do, Obligor hereby authorizes Secured Party to assert for Obligorâ€™s account, all rights of Obligor under any manufacturerâ€™s, vendorâ€™s or dealerâ€™s warranty on the Equipment. Â (b)Â Information. Secured Party may at any time obtain from any party any information concerning the Collateral, and neither Secured Party nor the person furnishing such information shall be liable to Obligor in respect thereof. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 13 of 22 Â Â (c)Â Performance by Secured Party. Secured Party may, but is not obligated to, perform or attempt to perform any covenant or agreement of Obligor contained herein. If all or any material portion of the Collateral becomes the subject of any proceeding and Obligor fails to defend fully such proceeding and to protect Obligorâ€™s and Secured Partyâ€™s rights in such Collateral in good faith, Secured Party may, at its option but at Obligorâ€™s cost, elect to defend and control the defense of such litigation or other proceeding, and may (i) select and retain counsel, (ii) determine whether settlement shall be offered or accepted, and (iii) determine and negotiate all settlement terms. Secured Party is not required to fulfill any of the obligations of Obligor with respect to any of the Collateral, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of any performance of any party under any of the Collateral, or to present or file any claim, or to take any action to enforce any performance or the payment of any amounts which have been assigned to it, in which it has been granted a security interest, or to which it may be entitled at any time. Â (d)Â Preservation of Collateral. Obligor has the risk of loss of the Collateral. Secured Partyâ€™s duty with respect to any Collateral in the possession of Secured Party is solely to use reasonable care in the custody and preservation of the Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Obligor may request in writing, but failure by Secured Party to comply with any such request shall not of itself be deemed a failure to exercise such reasonable care. SECURED PARTY SHALL NOT BE RESPONSIBLE FOR, NOR SHALL THE OBLIGATIONS (OR OBLIGORâ€™S LIABILITY WITH RESPECT THERETO) BE SUBJECT TO SETOFF OR REDUCTION BY REASON OF, ANY SHORTAGE, DISCREPANCY, DAMAGE, LOSS, OR DESTRUCTION IN OR TO THE COLLATERAL UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SECURED PARTY NOR, IN ANY EVENT, ANY DEPRECIATION IN THE VALUE OF THE COLLATERAL. In the event of any motor vehicle accident, or damage to, loss, or destruction of any part or parcel of the Collateral, in total or in part, Secured Party has the senior priority right, but not the obligation, to elect to receive the proceeds of any all insurance policies, claims, disbursements, reimbursements, and monies of any kind. Secured Party has no duty to maintain in force, to prevent lapse or impairment of, or to exercise any rights with respect to any of the Collateral or any insurance thereon, or to exercise any rights, options or privileges respecting any of the Collateral or to take any steps necessary to preserve rights against prior or other parties or to enforce collection of the Collateral or any part thereof by legal proceedings or otherwise. The duties of Obligor are to account to Secured Party for Collateral actually received by Secured Party and to receive collections, remittances and payments on such Collateral as and when made and received by Obligor and hold same as Collateral or apply same to the Obligations pursuant to the terms hereof. Â (e)Â Assignment. This Agreement and/or any other part of the Loan Documents may be assigned, in whole or in part, by Secured Party without notice to Obligor, and Obligor agrees not to assert against any such assignee, or assigneeâ€™s assigns, any defense, set-off, recoupment claim or counterclaim which Obligor has or may at any time have against Secured Party for any reason whatsoever. Obligor agrees that if Obligor receives written notice of an assignment from Secured Party, Obligor will continue to perform the Obligations to such assignees as so instructed by Secured Party or their assigns. Obligor agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Secured Party or their assigns. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 14 of 22 Â Â (f)Â Inspection of Collateral. Secured Party shall have the right, in their sole and absolute discretion, to demand an accounting and inspection of the Collateral during normal business hours after giving reasonable prior notice to Obligor. Â (g)Â Defense of Claims. Obligor shall promptly notify Secured Party in writing of the commencement of any legal proceedings affecting Obligorâ€™s title to the Collateral or Secured Partyâ€™s Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Secured Party, as may be necessary to preserve Obligorâ€™s or Secured Partyâ€™s rights affected thereby. If Obligor fails or refuses to adequately or vigorously, in the sole judgment of Secured Party, defend Obligorâ€™s or Secured Partyâ€™s rights to the Collateral, Secured Party may take such action on behalf of and in the name of Obligor and at Obligorâ€™s expense. Moreover, Secured Party may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneysâ€™ fees incurred by Secured Party pursuant to this SectionÂ 5.1 or in connection with the defense by Secured Party of any claims, demands or litigation relating to Obligor, the Collateral or the transactions contemplated in this Agreement shall be paid by Obligor on demand plus interest thereon from the date of the advance by Secured Party until reimbursement of Secured Party at the Default Rate. Â ARTICLE VI Default Â 6.1Â Events of Default. The Obligor shall be in default of this Agreement upon the occurrence of any of the following events or conditions (an â€œEvent of Defaultâ€): Â (a)Â Event of Default under Note. An Event of Default under the terms and provision of the Note shall constitute an Event of Default pursuant to this Agreement. Â (b)Â Payment. Any failure to timely pay any indebtedness or the Obligations owed by Obligor pursuant to the Loan Documents. Â (c)Â Covenants. Any failure to perform or observe any of the affirmative or negative covenant of this Agreement, and such failure shall continue for ten (10) days after written notice thereof is sent to Obligor by Secured Party; Â (d)Â Loss, Damage or Destruction of Collateral. The Equipment is lost, damaged, stolen, destroyed, irreparably damaged, confiscated, requisitioned, commandeered, rendered substantially unable to operate, or taken in whole or in part by any party, whether upon foreclosure, levy, execution, attachment, other process of law or equity enforced against Obligor or any other cause. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 15 of 22 Â Â (e)Â Abandonment of Collateral. Any Collateral is (i) abandoned by Obligor, or (ii) Obligor is unresponsive to Secured Partyâ€™s requests or otherwise unable to identify and confirm the condition, status and location of the Equipment at any time. Â (f)Â Disposition of Collateral. The Equipment is, without the written consent of Secured Party, transferred, assigned, sold or conveyed by Obligor, in whole or in part, to another party for any purpose. Â (g)Â Failure to Maintain Equipment. A failure to maintain the Equipment in the condition of safety, maintenance and repair set forth in Article 3 of this Agreement or if, in Secured Partyâ€™s reasonable opinion, Obligor has neglected, abused or misused the Equipment in any manner. Â (h)Â Adequate Security. The (i) condition of Obligorâ€™s affairs shall change such that, in the reasonable opinion of Secured Party, Secured Partyâ€™s security in the Collateral is impaired or Secured Partyâ€™s credit risk is increased, or (ii) the fair market value of the Collateral at any time is less than two hundred percent (200%) of the outstanding principal and interest owed by Obligor pursuant to the Note and other Loan Documents. Â (i)Â Cross-Default. Obligor breaches or defaults upon any term or provision of the Purchase Agreement, or any Ancillary Agreements thereto. Â (j)Â Disqualification. Obligor, or any of Obligor representatives, is disqualified by a licensed interstate motor carrier from operating the Equipment. Â (k)Â Breach of Representation or Warranty. Any representation, warranty, certification, or statement made or furnished to Secured Party, whether contained in the Loan Documents or in any other document, by or on behalf of Obligor proves to false, untrue, incomplete or misleading at any time during the term of this Agreement. Â (l)Â Judgments. Any judgment or arbitration awards are entered against Obligor, or Obligor enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount in excess of any available insurance coverage. Â (m)Â Defaults to Third Parties. Any default in the payment or performance of any obligation, or any defined event of default, under the terms of any contracts or instrument (other than the Loan Documents) pursuant to which Obligor or any of its guarantors has incurred any debt or other liability to any other party, including Secured Party. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 16 of 22 Â Â (n)Â Solvency. If the Obligor (i) makes an assignment for the benefit of its creditors, (ii) petitions or applies to any court or tribunal for the appointment of a receiver or trustee for itself or any substantial part of its assets, (iii) starts any proceeding relating to itself under any present or future organization, amalgamation, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction, (iv) in any way consents to, approves or acquiesces in any bankruptcy, reorganization or insolvency proceeding started by any other person, or any proceeding by any other person for the appointment of a receiver or trustee for Obligor or any substantial part of its assets, (v) allows any receivership or trusteeship to remain undischarged for a period of ten (10) days, or (vi) becomes or is declared by any competent authority to be bankrupt or insolvent. Â (o)Â Material Breach. Any default in the performance of or compliance with any obligation, affirmative or negative covenant, agreement or other provision contained in this Agreement or in any other Loan Document and such default shall continue without remedy for a period of ten (10) days after the earlier of (i) the date upon which written notice thereof shall have been given to Obligor by Secured Party, or (ii) the date upon which Obligor knew or reasonably should have known of such default. Â (p)Â Change in Control. If Obligor is a corporation, partnership, or limited liability company, and (i) any person, entity or group of persons or entities becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the outstanding equity interests of Obligor free and clear of all liens, (ii) any person, entity or group of persons or entities becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the outstanding voting equity interests of Obligor, or (iii) individuals or entities who constitute the Manager(s), General Partner(s), or similar party or parties exercising control of Obligor on the Effective Date shall cease for any reason to control, of record and beneficially, the Obligor. Â 6.2Â Acceleration Upon Default. Upon the occurrence and during the continuance of any Event of Default, Secured Party may declare the entire unpaid principal of, and the interest accrued on, and all other amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Obligor. Whether or not Secured Party elects to accelerate as herein provided, Secured Party may simultaneously, or thereafter, without any further notice to Obligor, exercise any other right or remedy provided in this Agreement or otherwise existing pursuant to the Loan Documents. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 17 of 22 Â Â ARTICLE VII Secured Partyâ€™s Remedies Upon Default Â 7.1Â Possession and Sale of Collateral. Upon the occurrence of an Event of Default or at any time thereafter, and in addition to all other rights of Secured Party, Secured Party shall have the following rights and powers, but not the obligation: Â (a)Â to terminate this Agreement upon written notice to Obligor, without prejudice to any other remedies hereunder; Â (b)Â to cause Obligor, at Obligorâ€™s expense, to promptly assemble the Equipment, Rigging Equipment, and the Personalty Collateral or any item thereof and return the same to Secured Party at such place as Secured Party may designate in writing; Â (c)Â to peaceably seize and possess all Collateral, including the Equipment, the Rigging Equipment, and the Personalty Collateral, including entering upon the premises where the Equipment is located, and, without notice to Obligor, and with or without process, take immediate possession of the Equipment, or render the Equipment unusable or immobile, without liability to Obligor by reason of such entry or taking possession, and without such action constituting a termination of this Agreement unless Secured Party notifies Obligor to such effect; Â (d)Â to sell, lease, or otherwise dispose of the Equipment, the Rigging Equipment, and the Personalty Collateral in a public or private sale or lease transaction, and apply the proceeds of such sale or leasing, after first deducting all costs and expenses of such sale or leasing, to Obligorâ€™s Obligations hereunder, with Obligor remaining liable for any deficiency and with any excess being retained by Secured Party, and proceed by court action to enforce performance by Obligor of the applicable covenants of this Agreement or to recover damages for the breach thereof. In

addition to the foregoing, Obligor shall be obligated hereunder for the payment of all other amounts then or thereafter payable by Obligor to Secured Party hereunder, including without limitation, amounts owing for indemnification. Notwithstanding the foregoing: Â (i)The purchaser of any Collateral sold shall thereafter hold title to the same free from any claim or right, including any equity of redemption, of Obligor. Secured Party may make any such sale subject to any limitation or restriction, including but not limited to a limitation in the method of offering the Collateral or in the number or identity of prospective bidders, which Secured Party may believe to be necessary to comply with any requirement of applicable law or in order to obtain any required approval of the purchase or the purchaser by any governmental authority or officer. No such limitation or restriction shall cause such sale not to be considered a commercially reasonable sale, nor shall Secured Party be liable or accountable to Obligor, nor shall the Obligations be subject to any reduction, by reason of the fact that the proceeds of a sale subject to any such limitation or restriction are less than otherwise might have been obtained. Without notice to or consent by Obligor, Secured Party may exercise all rights as the insured, beneficiary, or owner of any insurance policy and may surrender same and receive the surrender value thereof or sell same pursuant to the terms thereof. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 18 of 22 Â Â (ii)Secured Party shall give Obligor commercially reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice are met if such notice is given in accordance with this Agreement at least ten (10) days before the time of the sale or disposition. All expenses of seizing, possessing, retaking, holding, preparing for sale, selling, leasing or the like, including Secured Partyâ€™s attorneysâ€™ fees and legal expenses, shall be borne by Obligor. Public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or use of Collateral of the types subject to this Agreement, or public auction, are hereby deemed by Obligor to be commercially reasonable because differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and the credit risks of such sales. Â (iii)At any sale Secured Party may sell any part of the Collateral without warranty of any kind and may specifically disclaim any warranty of title or the like, and none of the foregoing will be considered to make the sale not commercially reasonable. Â ARTICLE VIII Miscellaneous Â 8.1Â Advances. Each and every covenant of Obligor herein contained shall be performed and kept by Obligor solely at Obligorâ€™s expense. If Obligor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Agreement, Secured Party may, but will not be obligated to, make advances to perform the same on Obligorâ€™s behalf, and Obligor hereby agrees to repay such sums and any attorneysâ€™ fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Secured Party at the Default Rate as specified in the Note. Â 8.2Â Notices. All notices, requests, demands, or other communications to or upon the parties hereto shall be deemed to have been given or made if given or made in accordance with the Agreement. Notices may be sent to each party hereunder by USPS certified mail, email or facsimile at the following address: Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 19 of 22 Â Â If to Secured Party: Â Pilot OFS Holdings LLC 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Attn: Adam Law Email adam.law@pilotwater.com Â If to Obligor: Â Meridian Equipment Leasing, LLC 5220 Spring Valley Road, Suite LL20 Dallas, Texas 75254 Attn: James Ballengee Email jballengee@ballengeeholdings.com Â 8.3Â Waiver. No waiver, amendment, modification, or alteration of any provision of this Agreement, nor consent by Secured Party to any departure by Obligor from the terms hereof, or from the terms of any other document, shall be effective unless in writing and signed by Secured Party. No waiver by Secured Party of any Event of Default shall be deemed to be a waiver of any other or subsequent Event of Default, nor shall such waiver be deemed to be a continuing waiver. No delay of Secured Party in exercising any right shall be deemed to be a waiver thereof, nor shall one exercise of any right affect or impair the exercise of any other right. Â 8.4Â Time of the Essence. Time is of the essence with regard to this Agreement and the Loan Documents. Â 8.5Â Expenses. To the extent permitted by applicable law Obligor promptly shall pay, upon demand, any out-of-pocket expenses incurred by Secured Party in connection herewith, including all costs, expenses, taxes, assessments, insurance premiums, repairs (including repairs to realty or other property to which any Collateral may have been attached), court costs, reasonable attorneysâ€™ fees, rent, storage costs, and expenses of sales incurred in connection with the administration of this Agreement, the enforcement of the rights of Secured Party hereunder, whether incurred before or after the occurrence of an Event of Default or incurred in connection with the perfection, preservation, or defense of the Security Interest, or the custody, protection, collection, repossession, enforcement of rights or sale of the Collateral. All such expenses shall become part of the Obligations and shall bear interest at the Default Rate from the date paid or incurred by Secured Party until paid by Obligor. Â 8.6Â Binding Effect. The rights of Secured Party hereunder inure to the benefit of its successors and assigns. The terms of this Agreement bind the successors and assigns of the parties hereto. All indemnities by Obligor in favor of Secured Party shall survive the termination or release of this Agreement. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 20 of 22 Â Â 8.7Â Remedies Cumulative. Secured Partyâ€™s rights and remedies under this Agreement or otherwise arising are cumulative and may be exercised singularly or concurrently. Neither the failure nor any delay on the part of the Secured Party to exercise any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of that or any other right, power or privilege. SECURED PARTY SHALL NOT BE DEEMED TO HAVE WAIVED ANY OF ITS RIGHTS UNDER THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT, INSTRUMENT OR PAPER SIGNED BY DEBTOR UNLESS SUCH WAIVER IS EXPRESSED IN WRITING AND SIGNED BY SECURED PARTY. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The exercise by Secured Party of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Â 8.8Â Financing Statement. Obligor authorizes Secured Party or its agent to file one or more financing statements describing the Collateral. Obligor stipulates and agrees that carbon, photographic, or other reproduction of this Agreement or a financing statement describing the Collateral is sufficient as a financing statement. Â 8.9Â Demand and Protest. Obligor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Secured Party on which Obligor may in any way be liable. Â 8.10Â Severability. If any portion of the Obligations or if any provision of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity of any other portion of the Obligations or any other provision contained herein or contained in any other agreement between Obligor and Secured Party, and the same shall continue in full force and effect according to their terms. Â 8.11Â Choice of Law and Venue. The Loan Documents, and each issue related thereto, including the validity and enforceability thereof, shall be governed and construed according to the laws of the State of Texas without regard to its rules regarding conflicts of law. The Parties hereto knowing and irrevocably agree that venue for any dispute thereunder shall in a court of competent jurisdiction located in Harris County, Texas, and waive and all objections of improper venue for such forum. Â 8.12 Entire Agreement. This Agreement together with the other Loan Documents constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto relating to the subject matter hereof. Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 21 of 22 Â Â 8.13Â Reinstatement. If any payment received by Secured Party is or must be rescinded or returned, the Obligations shall, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such payment, and the Security Interest shall continue to be effective or be reinstated. Â 8.14Â Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OBLIGOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE ACTIONS OF SECURED PARTY IN NEGOTIATION, ADMINISTRATION OR ENFORCEMENT THEREOF. Â Â [Signature page(s) follow; the remainder of this page is intentionally blank.] Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page 22 of 22 Â Â SECURED PARTYâ€™S SIGNATURE PAGE Â The undersigned hereby executes, enters into and agrees to be bound by the Security Agreement, Financing Statement and Assignment of Collateral dated December, 2023, as Secured Party, as that term is used therein. Â Â SECURED PARTY: Â Â Â PILOT OFS HOLDINGS LLC, a Delaware limited liability company Â Â Â Â By: Â Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Â Â STATE OF TEXAS Â§ Â Â Â§ Â COUNTY OF HARRIS Â§ Â Â Before me, the undersigned Notary Public, on this day personally appeared Zachary Neal, Executive Vice President, Corporate Development of Pilot OFS Holdings LLC, a Delaware limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Â Given under my hand and seal of office on this the _____ day of December, 2023. Â Â Â Notary Public in and for the State of Texas Â Security Agreement, Financing Statement and Assignment of Collateral Â Â OBLIGORâ€™S SIGNATURE PAGE Â The undersigned hereby executes, enters into and agrees to be bound by the Security Agreement, Financing Statement and Assignment of Collateral dated December, 2023, as Obligor, as that term is used therein. Â Â OBLIGOR: Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company, its Manager Â Â Â Â By: Â Â Name: James H. Ballengee Â Title: Manager Â Â Â STATE OF TEXAS Â§ Â Â Â§ Â COUNTY OF DALLAS Â§ Â Â Before me, the undersigned Notary Public, on this day personally appeared James H. Ballengee, as Manager of Jorgan Development, LLC, a Louisiana limited liability company, as Manager of Meridian Equipment Leasing, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Â Given under my hand and seal of office on this the _____ day of December, 2023. Â Â Â Notary Public in and for the State of Texas Â Security Agreement, Financing Statement and Assignment of Collateral Â Â EXHIBIT â€œAâ€ Â THE EQUIPMENT Â [See attached.] Â Security Agreement, Financing Statement and Assignment of Collateralâ€”Page A-1 Â Â Â EXHIBIT H Â FORM OF PLEDGE AGREEMENT Â (Attached) Â Exhibit H â€“ Page 1 Â Â Execution Version Â PLEDGE AGREEMENT Â THIS PLEDGE AGREEMENT (â€œAgreementâ€) is made and effective as of December __, 2023 by and between MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company (the â€œPledgorâ€), and PILOT OFS HOLDINGS, LLC, a Delaware limited liability company (the â€œSecured Partyâ€). Â RECITALS Â WHEREAS, the Pledgor and the Secured Party have entered into that certain Purchase and Sale Agreement, dated as of DecemberÂ 22, 2023, by and among the Secured Party, as Seller, and Pledgor, as Purchaser (as amended, modified or supplemented from time to time in accordance with its terms, the â€œPurchase Agreementâ€), pursuant to which the Secured Party has sold all of the issued and outstanding limited liability company membership interests in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€) to Pledgor in exchange for certain consideration, including, without limitation, that certain Secured Promissory Note of even date herewith in the original principal amount of $12,500,000 made by Pledgor to the order of Secured Party (the â€œNoteâ€); Â WHEREAS, after giving effect to the transactions contemplated by the Purchase Agreement, the Pledgor will be the registered and beneficial owner of all of the issued and outstanding limited liability company membership interests of the Company previously held by the Secured Party (the â€œPledged Securitiesâ€); Â WHEREAS, in order to secure the full, prompt and timely payment when due (whether at the stated maturity, by acceleration or otherwise) of all of the Pledgorâ€™s obligations to the Secured Party hereunder and under the Note (collectively, the â€œObligationsâ€), Pledgor has agreed to pledge the Pledged Securities to the Secured Party irrevocably upon the terms and conditions herein set forth; and Â WHEREAS, the execution and delivery of this Agreement is a condition precedent to the execution and delivery of the Purchase Agreement and the Note. Â NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Â 1.Â Recitals, Construction and Defined Terms. The recitations set forth in the preamble of this Agreement are true and correct and incorporated herein by this reference. In this Agreement, unless the express context otherwise requires: (i) capitalized terms used and not otherwise defined in this Agreement shall have the meaning given such terms in the Note; (ii) the words â€œherein,â€ â€œhereofâ€ and â€œhereunderâ€ and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) references to the words â€œSectionâ€ or â€œSubsectionâ€ refer to the respective Sections and Subsections of this Agreement, and references to â€œExhibitâ€ or â€œScheduleâ€ refer to the respective Exhibits and Schedules attached hereto; and (iv) wherever the word â€œincludeâ€ â€œincludesâ€ â€œincludingâ€ or words of similar import are used in this Agreement, such words will be deemed to be followed by the words â€œwithout limitation.â€ Â Â Â Â Â 2.Â Pledge. In order to secure the full, prompt and timely payment of all of the Obligations, the Pledgor hereby transfers, pledges, assigns, sets over, delivers and grants to the Secured Party a continuing lien and security interest in and to all of the following property of the Pledgor (all being collectively hereinafter referred to as the â€œCollateralâ€) and all right, title and interest of the Pledgor in and to the Collateral, to-wit: Â (a) the Pledged Securities owned by the Pledgor; Â (b) any certificates representing or evidencing the Pledged Securities, if any; Â (c)Â any and all distributions thereon, and cash and non-cash proceeds and products thereof, including all dividends, cash, distributions, income, profits, instruments, securities, stock dividends, distributions of capital stock or other securities of the Company and all other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon conversion of the Pledged Securities, whether in connection with stock splits, recapitalizations, merger, conversions, combinations, reclassifications, exchanges of securities or otherwise; Â (d)Â any and all voting, management, and other rights, powers and privileges accruing or incidental to an owner of the Pledged Securities and the other property referred to in SectionsÂ 2(a) through 2(c) above; and Â (e) all books and records related to any and all of the foregoing. Â 3.Â Transfer of Pledged Securities. Simultaneously with the execution of this Agreement, Pledgor shall deliver to the Secured Party: (a) if the Pledged Securities are evidenced by physical certificates, then all original certificates representing or evidencing the Pledged Securities, together with undated, irrevocable and duly executed assignments or stock powers thereof in form and substance acceptable to the Secured Party (together with medallion guaranteed signatures, if required by the Secured Party), executed in blank by the Pledgor; (b) if the Pledged Securities are not represented by physical certificates, then undated, irrevocable and duly executed assignment instruments in form and substance acceptable to the Secured Party, executed in blank by the Pledgor; and (c) all other property, instruments, documents and papers comprising, representing or evidencing the Collateral, or any part thereof, together with proper instruments of assignment or endorsement, as the Secured Party may request or require, duly executed by the Pledgor (collectively, the â€œTransfer Documentsâ€). The Collateral and the Transfer Documents (collectively, the â€œPledged Materialsâ€) shall be held by the Secured Party pursuant to this Agreement until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (i) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. In addition, all non-cash dividends, dividends paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution of the Company, instruments, securities and any other distributions, whether paid or payable in cash or otherwise, made on or in respect of the Pledged Securities, whether resulting from a subdivision, combination, or reclassification of the interests or other securities of the Company, or received in exchange for the Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition, or other exchange of assets to which the Company may be a party or otherwise, or any other property that constitutes part of the Collateral from time to time, including any additional certificates representing any portion of the Collateral hereafter acquired by the Pledgor, shall be immediately delivered or cause to be delivered by the Pledgor to the Secured Party in the same form as so received, together with proper instruments of assignment or endorsement duly executed by the Pledgor. Â Page 2 of 13 Â Â 4.Â Security Interest Only. The security interests in the Collateral granted to the Secured Party hereunder are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Pledgor with respect to any of the Collateral or any transaction in connection therewith. Â 5.Â Record Owner of Collateral. Until an â€œEvent of Defaultâ€ as defined under the Note has occurred and is continuing, the Pledged Securities shall remain registered in the name of the Pledgor. Pledgor will promptly give to the Secured Party copies of any notices or other communications received by it and with respect to Collateral registered in the name of Pledgor. Â 6.Â Rights Related to Pledged Securities. Subject to the terms of this Agreement, unless and until an Event of Default shall occur and be continuing: Â (a)Â Pledgor shall be entitled to exercise any and all voting, management, and other rights, powers and privileges accruing to an owner of the Pledged Securities, or any part thereof, for any purpose consistent with the terms of this Agreement, provided that no such exercise or action shall adversely affect (i) any of the rights inuring to the Secured Party under any of the Loan Documents, (ii) any of the remedies available to the Secured Party under any of the Loan Documents or (iii) the ability of the Secured Party to exercise any of the same. Â (b)Â Upon the occurrence and continuance of an Event of Default, all rights of the Pledgor in and to the Pledged Securities shall cease and all such rights shall immediately vest in the Secured Party, as may be determined by the Secured Party, although the Secured Party shall not have any duty to exercise such rights or to otherwise realize upon the Collateral in accordance with the terms hereof, or to preserve the same, and the Secured Party shall not be responsible for any failure to do so or delay in doing so. To effectuate the foregoing, the Pledgor hereby grants to the Secured Party a proxy to vote the Pledged

Securities for and on behalf of the Pledgor, which proxy is irrevocable and coupled with an interest and which proxy shall be effective upon the occurrence of any Event of Default. Such proxy shall remain in effect until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. The Company hereby agrees that any vote by the Pledgor in violation of this SectionÂ 6 shall be null, void and of no force or effect. Furthermore, all dividends or other distributions received by the Pledgor shall be subject to delivery to the Secured Party in accordance with SectionÂ 3, and until such delivery, any of such dividends and other distributions shall be received in trust for the benefit of the Secured Party, shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to Secured Party in accordance with SectionÂ 3. Â Page 3 of 13 Â Â 7.Â Return of Pledged Materials. Upon the earlier to occur of (i) the indefeasible payment in full of all of the Obligations or (ii) the termination or expiration of this Agreement in accordance with its terms, the Pledgor shall notify the Secured Party in writing to such effect. Upon receipt of such written notice, the Secured Party shall return all of the Pledged Materials in the Secured Partyâ€™s possession to the Pledgor, whereupon any and all rights of Secured Party in and to such Pledged Materials shall be terminated. Â 8.Â Representations, Warranties, and Covenants of the Pledgor and the Company. The Pledgor and the Company hereby covenant, warrant and represent, for the benefit of the Secured Party, as follows (each of the following representations and warranties being deemed to have been made as of the date of this Agreement and as of each date when the Pledged Securities are delivered to the Secured Party hereunder, as applicable): Â (a)Â By virtue of the execution and delivery of this Agreement and upon delivery to the Secured Party of the Pledged Securities (or any certificates represnting the same) in accordance with this Agreement, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral described in SectionÂ 2(a) and SectionÂ 2(b), in each case subject to no prior or other liens of any nature whatsoever. Â (b)Â Upon the filing of a UCC-1 Financing Statement describing the Collateral with the Secretary of State of the State of Texas, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral in which the Secured Partyâ€™s security interest may be pefectedby the filing of a financing statement under Article 9 of the UCC, in each case subject to no prior or other liens of any nature whatsoever. Â (c)Â Pledgor covenants, that for so long as this Agreement is in effect, Pledgor will defend the Pledged Securities and the priority of the Secured Partyâ€™s security interests therein, at its sole cost and expense, against the claims and demands of all Persons at any time claiming the same or any interest therein. Â (d)Â At its option, the Secured Party may pay, for Pledgorâ€™s account, any taxes (including documentary stamp taxes), Liens, security interests, or other encumbrances at any time levied or placed on the Collateral. Pledgor agrees to reimburse the Secured Party on demand for any payment made or expense incurred by the Secured Party pursuant to the foregoing authorization. Any and all such amounts, to the extent not paid upon demand therefor, shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a). Â (e)Â The Pledged Securities constitute 99% of the securities of the Company owned, legally or beneficially, by the Pledgor. Â Page 4 of 13 Â Â (f)Â The Company and the Pledgor hereby authorize the Secured Party to prepare and file such financing statements, amendments and other documents and do such acts as the Secured Party deems necessary in order to establish and maintain valid, attached and perfected, first priority security interests in the Collateral in favor of the Secured Party, for its own benefit and as the Secured Party for its affiliates, free and clear of all Liens and claims and rights of third parties whatsoever. The Pledgor hereby irrevocably authorizes the Secured Party at any time, and from time to time, to file in any jurisdiction any initial financing statements, amendments, continuations and other documents in furtherance of the foregoing. Â 9.Â Event of Default. The occurrence and continuance of any one or more of the following events shall constitute an â€œEvent of Defaultâ€ under this Agreement: Â (a)Â any written warranty, representation, certificate or statement of the Pledgor in this Agreement or any other Loan Document shall have been false or misleading in any material respect when made or deemed made; Â (b)Â the Pledgor shall fail to perform, comply with or abide by any of the stipulations, agreements, conditions and/or covenants contained in this Agreement or any of the other Loan Documents, in each case after giving effect to any applicable notice or cure period provided therein; or Â (c) An Event of Default shall have occurred and be continuing under the Note. Â 10. Rights and Remedies. Â (a)Â Notwithstanding anything to the contained in this Agreement, subject at all times to the Uniform Commercial Code as then in effect in the State of Texas, upon the occurrence and continuation of an Event of Default, the Secured Partyâ€™s sole and exclusive remedy pursuant to this Agreement and with respect to the Collateral shall be to engage in the Unwinding (as defined in the Purchase Agreement) in accordance with and pursuant to the terms and conditions of this Agreement and the Purchase Agreement. In furtherance thereof, the Secured Party shall have the right, without notice or demand to the Pledgor or the Company to foreclose upon the Collateral and to effect a transfer, assignment or other disposition of all of the Collateral to the Secured Party in connection with the same in full, complete and indefeasible satisfaction of any and all outstanding Obligations. Â (b)Â Subject to compliance with any applicable federal and state securities laws (including, without limitation, the Securities Act of 1933, as amended, blue sky or other state securities laws or similar laws now or hereafter existing analogous in purpose or effect), following any exercise of the Secured Partyâ€™s rights pursuant to SectionÂ 10(a), the Secured Party shall have the absolute right to sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, in any manner it sees fit and shall have no liability to the Pledgor, the Company, or any other Person for selling or otherwise disposing of such Collateral. Â Page 5 of 13 Â Â (c)Â Each right, power and remedy of the Secured Party provided for in this Agreement or any other Loan Document shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement or the Note, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by the Secured Party of all such other rights, powers or remedies, and no failure or delay on the part of the Secured Party to exercise any such right, power or remedy shall operate as a waiver thereof. No notice to or demand on the Pledgor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Secured Party to any other further action in any circumstances without demand or notice. The Secured Party shall have the full power to enforce or to assign or contract its rights under this Agreement to a third party. Â (d)Â Upon the occurrence and continuance of an Event of Default, the Pledgor and the Company each agree: (i) to take such action and to prepare, distribute and/or file such documents and papers, as are required or advisable in the opinion of the Secured Party and/or its counsel, to effect the transfer of the Collateral to the Secured Party following any exercise by the Secured Party of its rights pursuant to SectionÂ 10(a); (ii) to bear all costs and expenses of carrying out its obligations under this SectionÂ 10(d), which costs and expenses shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a); and (iii) that there is no adequate remedy at law for the failure by the Pledgor and the Company to comply with the provisions of this SectionÂ 10(d) and that such failure would not be adequately compensable in damages, and therefore agrees that its covenants and agreements contained in this SectionÂ 10(d) may be specifically enforced. Â 11.Â Appointment as Attorney-in-Fact. The Company and Pledgor hereby irrevocably constitute and appoint the Secured Party and any officer of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Pledgor or the Company, as applicable, and in the name of the Pledgor, the Company, or in the name of the Secured Party, as applicable, from time to time in the discretion of the Secured Party, so long as an Event of Default hereunder exists, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, including any financing statements, endorsements, assignments or other instruments of transfer. The Pledgor and the Company each hereby ratify all that said attorneys shall lawfully do or cause to be done pursuant to the power of attorney granted in this SectionÂ 11. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the Obligations are paid and performed in full. Â 12. Continuing Obligation of Pledgor and the Company. Â (a)Â The obligations, covenants, agreements and duties of the Pledgor and the Company under this Agreement shall in no way be affected or impaired by: (i) the modification or amendment (whether material or otherwise) of any of the obligations of the Pledgor or the Company or any other Person, as applicable; (ii) the voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or other similar proceedings affecting the Company, the Pledgor or any other Person, as applicable; (iii) the release of the Company, the Pledgor or any other Person from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Note, by the operation of law or otherwise, including the release of the Companyâ€™s or the Pledgorâ€™s obligation to pay interest or attorneyâ€™s fees. Â Page 6 of 13 Â Â (b)Â The Pledgor and the Company further agree that the Secured Party may take other guaranties or collateral or security to further secure the Obligations, and consent that any of the terms, covenants and conditions contained in the Note may be renewed, altered, extended, changed or modified by the Secured Party or may be released by the Secured Party, without in any manner affecting this Agreement or releasing the Pledgor herefrom, and the Pledgor shall continue to be liable hereunder to pay and perform pursuant hereto, notwithstanding any such release or the taking of such other guaranties, collateral or security. This Agreement is additional and supplemental to any and all other guarantees, security agreements or collateral heretofore and hereafter executed by the Pledgor and the Company for the benefit of the Secured Party, whether relating to the indebtedness evidenced by the Note or not, and shall not supersede or be superseded by any other document or guaranty executed by the Pledgor, the Company or any other Person for any purpose. The Pledgor and the Company hereby agree that the Pledgor, the Company, and any other Persons that may become liable for repayment of the sums due under the Note, may hereafter be released from their liability hereunder and thereunder; and the Secured Party may take, or delay in taking or refuse to take, any and all action with reference to the Note (regardless of whether same might vary the risk or alter the rights, remedies or recourses of the Pledgor), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of the Pledgor, and without in any way releasing, diminishing or affecting in any way the absolute nature of the Pledgorâ€™s obligations and liabilities hereunder. Â (c)Â No delay on the part of the Secured Party in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. The Pledgor and the Company hereby waives any and all legal requirements, statutory or otherwise, that the Secured Party shall institute any action or proceeding at law or in equity or exhaust its rights, remedies and recourses against the Pledgor, the Company or any other Person with respect to the Note, as a condition precedent to bringing an action against the Pledgor or the Company upon this Agreement or as a condition precedent to the exercise of the Secured Partyâ€™s rights under SectionÂ 10(a). The Pledgor and the Company agree that the Secured Party may simultaneously maintain an action upon this Agreement and an action or proceeding upon the Note. Until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor shall not be released by any act or thing that might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety, or by reason of any waiver, extension, modification, forbearance or delay of the Secured Party or any obligation or agreement between the Company or their successors or assigns, and the then holder of the Note, relating to the payment of any sums evidenced or secured thereby or to any of the other terms, covenants and conditions contained therein, and the Pledgor hereby expressly waives and surrenders any defense to liability hereunder based upon any of the foregoing acts, things, agreements or waivers, or any of them. The Pledgor and the Company also waive any defense arising by virtue of any disability, insolvency, bankruptcy, lack of authority or power or dissolution of the Pledgor or the Company, even though rendering the Note void, unenforceable or otherwise uncollectible, it being agreed that the Pledgor and the Company shall remain liable hereunder, regardless of any claim that the Pledgor or the Company might otherwise have against the Secured Party by virtue of the Secured Partyâ€™s invocation of any right, remedy or recourse given to it hereunder or under the Note. In addition, until the earlier to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the termination or expiration of this Agreement in accordance with its terms or (C) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor waives and renounces any right of subrogation, reimbursement or indemnity whatsoever, and any right of recourse to security for the Obligations of the Company to the Secured Party. Â Page 7 of 13 Â Â 13. Miscellaneous. Â (a)Â Performance for Pledgor or the Company. The Pledgor and the Company agree and hereby acknowledge that the Secured Party may, in the Secured Partyâ€™s sole discretion, but the Secured Party shall not be obligated to, whether or not an Event of Default shall have occurred, advance funds on behalf of the Company or the Pledgor, without prior notice to the Pledgor or the Company, in order to insure the Companyâ€™s and the Pledgorâ€™s compliance with any covenant, warranty, representation or agreement of the Pledgor or the Company made in or pursuant to this Agreement or the Note, to continue or complete, or cause to be continued or completed, performance of the Pledgorâ€™s and the Companyâ€™s obligations under any contracts of the Pledgor or the Company, or to preserve or protect any right or interest of the Secured Party in the Collateral or under or pursuant to this Agreement or the Note; provided, however, that the making of any such advance by the Secured Party shall not constitute a waiver by the Secured Party of any Event of Default with respect to which such advance is made, nor relieve the Pledgor or the Company of any such Event of Default. The Pledgor and the Company, respectively and as applicable, shall pay to the Secured Party upon demand all such advances made by the Secured Party, in each case with interest thereon from the date of outlay until paid and at rate per annum equal to twelve percent (12%). All such advances shall constitute Obligations hereunder and be secured hereby. Â (b)Â Waivers by Pledgor and the Company. The Company and the Pledgor hereby waive, to the extent the same may be waived under applicable law: (i) notice of acceptance of this Agreement; (ii) all claims and rights of the Pledgor and the Company against the Secured Party on account of actions taken or not taken by the Secured Party in the exercise of the Secured Partyâ€™s rights or remedies hereunder, under any other Loan Documents or under applicable law; (iii) all claims of the Pledgor and the Company for failure of the Secured Party to comply with any requirement of applicable law relating to enforcement of the Secured Partyâ€™s rights or remedies hereunder, under the other Loan Documents or under applicable law; (iv) all rights of redemption of the Pledgor with respect to the Collateral; (v) in the event the Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (vi) presentment, demand for payment, protest and notice of non-payment and all exemptions applicable to any of the Collateral or the Pledgor or the Company; (vii) any and all other notices or demands which by applicable law must be given to or made upon the Pledgor or the Company by the Secured Party; (viii) settlement, compromise or release of the obligations of any person or entity primarily or secondarily liable upon any of the Obligations; (ix) all rights of the Pledgor or the Company to demand that the Secured Party release account debtors or other persons or entities liable on any of the Collateral from further obligation to the Secured Party; and (x) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Â Page 8 of 13 Â Â (c)Â Waivers by Secured Party. No failure or any delay on the part of the Secured Party in exercising any right, power or remedy hereunder or under any other Loan Documents or under applicable law, shall operate as a waiver thereof. Â (d)Â Modifications, Waivers and Consents. No modifications or waiver of any provision of this Agreement or any other Loan Documents, and no consent by the Secured Party to any departure by the Pledgor or the Company therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given, and any single or partial written waiver by the Secured Party of any term, provision or right of the Secured Party hereunder shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any other right, power or remedy. No notice to or demand upon the Pledgor or the Company in any case shall entitle the Pledgor or the Company to any other or further notice or demand in the same, similar or other circumstances. Â (e)Â Notices. All notices of request, demand and other communications hereunder shall be addressed, sent and deemed delivered in accordance with the Note. Â (f)Â Applicable Law and Consent to Jurisdiction. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions or rule that would cause the application of Laws of any jurisdiction other than those of the State of Texas. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of any federal court located in the State of Texas, for the purposes of any action arising out of this Agreement or the subject matter hereof brought by any party under this Agreement. To the extent permitted by applicable law, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any action under this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the above named courts, (ii) that such action is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the suit, action or proceeding is improper or (v) that this Agreement or the subject matter hereof may not be enforced in or by such courts. Â (g) Survival; Successors and Assigns; Termination. Â (i)Â All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof, and shall continue in full force and effect until this Agreement terminates in

accordance with the provisions hereof. Â Page 9 of 13 Â Â (ii)Â Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. If the Secured Party assigns this Agreement and/or its security interest in the Collateral, then such assignment shall be binding upon and recognized by the Pledgor. All covenants, agreements, representations and warranties by or on behalf of the Pledgor or the Company that are contained in this Agreement shall inure to the benefit of Secured Party, its successors and assigns. Neither the Pledgor nor the Company may assign this Agreement, or delegate any of their respective rights or obligations hereunder, in each case without the prior written consent of the Secured Party, which consent may be withheld in Secured Partyâ€™s sole and absolute discretion. Â (iii)Â Notwithstanding anything contained herein to the contrary, and except as otherwise expressly provided herein, this Agreement shall terminate and no longer be in force or effect upon the earliest to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the indefeasible payment in full to the Secured Party of the Threshold Payment Amount or (C) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. Â (h)Â Severability. If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental authority of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein. Â (i)Â Merger and Integration. This Agreement and the other Loan Documents contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer or representative of any party hereto that is not expressly contained herein shall be valid or binding. Â (j)Â WAIVER OF JURY TRIAL. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY: (i) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY; AND (ii) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE PLEDGOR, ANY COMPANY AND THE SECURED PARTY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS, OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO DEBTOR-CREDITOR RELATIONSHIP BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, AND EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY AGREE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH OF THE PARTIES HERETO IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY REPRESENT AND WARRANT THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. Â Page 10 of 13 Â Â (k)Â Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a â€œ.pdfâ€ format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or â€œ.pdfâ€ signature page was an original thereof. Â (l)Â Headings. The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof. Â (m)Â Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require. Â (n)Â Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement, including the execution and filing of UCC-1 Financing Statements in any jurisdiction as the Secured Party may require. Â (o)Â Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the partiesâ€™ obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next succeeding Business Day. Â (p)Â Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Â Page 11 of 13 Â Â (q)Â Prevailing Party. If any legal action or other proceeding is brought for the enforcement of this Agreement or any other Loan Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or any other Loan Documents, then the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneysâ€™ fees, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Â (r)Â Costs and Expenses. The Pledgor and the Company, jointly and severally, agree to pay to the Secured Party, upon demand, the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Secured Party, which the Secured Party may incur in connection with: (i) the recordation, administration, amendment, waiver or other modification or termination of this Agreement; (ii) the custody or preservation of any of the Collateral; or (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder. All such costs and expenses shall bear interest from the date of outlay until paid, at a rate per annum equal to twelve percent (12%), and shall constitute Obligations hereunder and be secured hereby. Notwithstanding anything contained herein to the contrary, the provisions of this SectionÂ 13(r) shall survive the termination of this Agreement and the termination of the Secured Partyâ€™s security interest hereunder. Â Â [Signature page(s) follow; the remainder of this page is intentionally blank.] Â Page 12 of 13 Â Â IN WITNESS WHEREOF, the parties hereto have duly executed and entered into this Agreement as of the date above written. Â Â PLEDGOR: Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC a Louisiana limited liability company, its Manager Â Â Â Â Â By: Â Â Name: James Ballengee Â Title: Manager Â Â SECURED PARTY: Â Â Â PILOT OFS HOLDINGS LLC, a Delaware limited liability company Â Â Â Â By: Â Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Â Signature Page to Pledge Agreement Â Â Â Â EXHIBIT I Â FORM OF GUARANTY Â (Attached) Â Exhibit I â€“ Page 1 Â Â Execution Version Â GUARANTY AGREEMENT Â This Guaranty Agreement (this â€œGuarantyâ€) dated effective December, 2023, by James H. Ballengee, individually (â€œGuarantorâ€), to and for the benefit of PILOT OFS HOLDINGS LLC, a Delaware limited liability company (â€œSellerâ€). Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Purchase Agreement as described below. Â RECITALS Â WHEREAS, Seller and Meridian Equipment Leaasing, LLC, a Texas limited liability company (â€œMerdianâ€) have executed and entered into that certain Purchase and Sale Agreementof even date herewith by and among Seller, as Seller thereunder, and Meridian, Purchaser (as amended, modified or supplemented from time to time in accordance with its terms, the â€œPurchase Agreementâ€), pursuant to which Seller will sell all of the issued and outstanding limited liability company membership interests in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€), subject to the terms and conditions set forth therein; Â WHEREAS, as consideration for the purchase of the Company, Purchaser will enter into various Ancillary Agreements, as defined in the Purchase Agreement (the â€œAncillary Agreementsâ€); Â WHEREAS, Guarantor desires to guaranty all of Purchaserâ€™s obligations and liabilities (present or future, direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due and payable from Purchaser to Seller under the Purchase Agreement and the Ancillary Agreements (the â€œObligationsâ€) pursuant to the terms of this Guaranty; Â WHEREAS, Guarantor has determined that the execution and delivery of this Guaranty is advisable and in the best interest of the Guarantor and that Guarantor will benefit directly from the execution and delivery of this Guaranty; and Â WHEREAS, the execution and delivery of this Guaranty by Guarantor is a covenant and condition precedent to the execution and delivery of the Purchase Agreement by the Seller. Â NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows: Â 1. Guaranty. Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not as a surety, the prompt and complete payment when due, of the all Obligations (including, without limitation, all collection costs and reasonably documented, out-of-pocket legal and other fees and expenses incurred by Seller in enforcing the obligations under this Guaranty), in each case after any failure by the Purchaser to pay any such Obligations as and when due in accordance with the terms and conditions of the applicable Ancillary Agreements. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non- perfection or extent of any collateral therefor. Â 2. Certain Waivers. The Guarantor waives and agrees that the Guarantorâ€™s obligations hereunder shall be unconditional and shall apply irrespective of, and not be in any way affected by, (a) any defense arising by reason of any disability or other defense of the Purchaser or any other guarantor, or the cessation from any cause whatsoever (including any act or omission of the Seller) of the liability of the Purchaser other than the defense of payment or performance of the Obligations in full in cash or the release thereof in accordance with the Purchase Agreement and the Ancillary Agreements; (b) any defense based on any claim that the Guarantorâ€™s obligations exceed or are more burdensome than those of the Purchaser; (c) any right to proceed against the Purchaser, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of Seller whatsoever; (d) any benefit of and any right to participate in any security now or hereafter held by Seller; (e) any right to revoke this Guaranty (and the Guarantor acknowledges that this Guaranty is continuing in nature and applies to all Obligations, whether existing now or in the future); and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law or equitable principles limiting the liability of or exonerating guarantors or sureties. The Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations; provided that nothing hereunder shall prevent the Guarantor from pursuing in an independent action any claim it may have against any person. Â Page 1 of 5 Â Â 3. Obligations Absolute. The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect, shall not be affected, impaired, reduced or modified, and Guarantor shall have no right to terminate this Guaranty or to be released, relieved or discharged, in whole or in part, from its payment of the Obligations by reason of the following, all of which the Guarantor hereby waives: (a) any bankruptcy, reorganization, dissolution or insolvency under any law of the Purchaser, or by any action of a trustee in any such proceeding; (b) any amendment, supplement or modification to, waiver, consent, or adjustment, compromise, release, delay or failure to exercise any right, remedy, power or privilege under or in respect of this Guaranty, any other Transaction Document or the Obligations; (c) any merger or consolidation of the Purchaser into or with any other person or change in form of organization, name, membership or ownership of the Purchaser or any other person; (d) any lack of genuineness, validity, regularity, legality, enforceability or value of this Guaranty, any other Transaction Document or the Obligations or the lack of authority of the Purchaser or any other person to enter into any of the Purchase Agreement or the Ancillary Agreements; or (e) the assignment or transfer of this Guaranty or the Obligations. Â 4. Obligations Independent. The obligations of the Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor of such obligations, and a separate action may be brought against the Guarantor to enforce this Guaranty whether or not the Purchaser or any other person is joined as a party. Â 5. Subrogation. Guarantor shall not exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations and any amounts payable under this Guaranty have been indefeasibly paid in full. If any amounts are paid to the Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of Seller and shall forthwith be paid to the Seller to reduce the amount of the Obligations, whether matured or unmatured. Â 6. Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty have been indefeasibly paid in full. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Purchaser or the Guarantor is made in respect of the Obligations and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Seller in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any debtor relief laws or otherwise, all as if such payment had not been made and whether or not Seller is in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of the Guarantor under this paragraph shall survive termination of this Guaranty. Â 7. Subordination. The Guarantor hereby subordinates the payment of all obligations and indebtedness of the Purchaser owing to the Guarantor, whether now existing or hereafter arising, including, but not limited to, any obligation of the Purchaser to the Guarantor as subrogee of Seller or resulting from the Guarantorâ€™s performance under this Guaranty, to the indefeasible payment in full of the Obligations. Following a demand for payment hereunder, any such obligation or indebtedness of the Purchaser to the Guarantor shall be enforced and performance received by the Guarantor as trustee for Seller and the proceeds thereof shall be paid over to Seller on account of the Obligations untill all such Obligations have been indefeasibly paid in full. Â Page 2 of 5 Â Â 8. Cumulative Rights; No Double Recovery. Each and every right, remedy and power hereby granted to Seller or afforded them by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Seller from time to time. If any fact, circumstance or condition forming a basis for a claim for recovery under this Guaranty shall overlap with any fact, circumstance, condition, agreement or event forming the basis of any other claim for recovery under this Guaranty, there shall be no actual duplication in recovery for the amounts due under such claims. Â 9. Representations and Warranties. Guarantor represents and warrants that (a) this Guaranty constitutes the valid and legally binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditorsâ€™ rights generally and by general equitable principles, (b) there are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived, and (c) the Guarantor will obtain substantial benefit (direct or indirect) from the Purchase Agreement and the Ancillary Agreements. Â 10. Amendment; Waiver. No amendment of any provision of this Guaranty shall be effective unless it is in writing and signed by the Guarantor and Seller, and no waiver of any provision of this Guaranty, and no consent to any departure by the Guarantor therefrom, shall be effective unless it is in writing and signed by Seller. No waiver shall operate as a waiver of, or estoppel with respect to, any prior or subsequent failure to comply with the provision waived or any other provision of this Guaranty. Â 11. Counterparts. This Guaranty may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Guaranty by facsimile transmission or electric transmission in â€œ.pdfâ€ or comparable format shall be as effective as delivery of a manually signed original. Â 12. Captions. The captions in this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions hereof. Â 13. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) as of the date delivered if delivered personally, by courier or by courier service, (b) three (3) business days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipientâ€™s email server that such e-mail could not be delivered to such recipient). The addresses and e-mail addresses for such communications are set forth in ScheduleÂ 11.1 to the Purchase Agreement. Â 14. Assignment. This Guaranty shall be binding upon the Guarantor, its successors and permitted assigns and inure to the benefit of and be enforceable by Seller and their successors, transferees and assigns. Without limiting the generality of the immediately preceding sentence, Guarantor may not assign this Guaranty without the prior written consent of Seller, and any attempted assignment by Guarantor without such prior written consent shall be void ab initio. Â 15. Governing Law; Jurisdiction; Venue. This Guaranty shall be governed by and construed in accordance with the Laws of the State of Texas (without regard to the conflict of laws principles thereof). Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Guaranty, the Purchase Agreement, and the Ancillary Agreements shall be brought

and determined in any federal court located in the State of Texas, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Guaranty. The parties hereto further agree that they shall not bring suit with respect to any disputes arising out of this Guaranty, the Purchase Agreement, and the Ancillary Agreements in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit the rights of the parties hereto to obtain execution of judgment in any other jurisdiction. Â Page 3 of 5 Â Â 16. WAIVERS. GUARANTOR HEREBY (I) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY, THE PURCHASE AGREEMENT, OR THE ANCILLARY AGREEMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND ANY COUNTERCLAIMS RELATED THERETO; (II) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (III) ACKNOWLEDGES THAT SELLER HAS BEEN INDUCED TO ENTER INTO THE PURCHASE AGREEMENT AND ANCILLARY AGREEMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION. Â 17. Entire Agreement. This Guaranty, the Purchase Agreement, and the other Ancillary Agreements constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their affiliates with respect to the subject matter hereof is superseded by this Guaranty, the Purchase Agreement, and the other Ancillary Agreements. Â Â [Signature page follows; the remainder of this page is intentionally blank.] Â Page 4 of 5 Â Â IN WITNESS WHEREOF, the undersigned duly authorized representative of Guarantor, intending to be legally bound hereby, has executed and entered into this Guaranty as of the Effective Date. Â Â GUARANTOR: Â Â Â JAMES H. BALLENGEE Â Â Â Â By: Â Â Â Signature Page to Guaranty Agreement Â Â Â Â EXHIBIT J Â FORM OF STOCK PLEDGE AGREEMENT Â (Attached) Â Exhibit J â€“ Page 1 Â Â Execution Version Â STOCK PLEDGE AGREEMENT Â THIS STOCK PLEDGE AGREEMENT (â€œAgreementâ€) is made and effective as of December, 2023 by and between JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company (the â€œPledgorâ€), and PILOT OFS HOLDINGS, LLC, a Delaware limited liability company (the â€œSecured Partyâ€). Â RECITALS Â WHEREAS, the Pledgor and the Secured Party have entered into that certain Purchase and Sale Agreement, dated as of DecemberÂ 22, 2023, by and among the Secured Party, as Seller, and Pledgor, as Purchaser (as amended, modified or supplemented from time to time in accordance with its terms, the â€œPurchase Agreementâ€), pursuant to which the Secured Party has sold all of the issued and outstanding limited liability company membership interests in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€) to Pledgor in exchange for certain consideration, including, without limitation, that certain Secured Promissory Note of even date herewith in the original principal amount of $12,500,000 made by Pledgor to the order of Secured Party (the â€œNoteâ€); Â WHEREAS, as of the date hereof, Pledgor is the holder of [â—] common shares of Vivakor, Inc., a Nevada corporation, in a quantity equal in value to Seven Million and No/100s United States Dollars ($7,000,000.00 USD) as of the date hereof (the â€œPledged Securitiesâ€); Â WHEREAS, in order to secure the full, prompt and timely payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Pledgorâ€™s obligations to the Secured Party hereunder and under the Note (collectively, the â€œObligationsâ€), Pledgor has agreed to pledge the Pledged Securities to the Secured Party irrevocably upon the terms and conditions herein set forth; and Â WHEREAS, the execution and delivery of this Agreement is a condition precedent to the execution and delivery of the Purchase Agreement and the Note. Â NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Â 1.Â Recitals, Construction and Defined Terms. The recitations set forth in the preamble of this Agreement are true and correct and incorporated herein by this reference. In this Agreement, unless the express context otherwise requires: (i) capitalized terms used and not otherwise defined in this Agreement shall have the meaning given such terms in the Note; (ii) the words â€œherein,â€ â€œhereofâ€ and â€œhereunderâ€ and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) references to the words â€œSectionâ€ or â€œSubsectionâ€ refer to the respective Sections and Subsections of this Agreement, and references to â€œExhibitâ€ or â€œScheduleâ€ refer to the respective Exhibits and Schedules attached hereto; and (iv) wherever the word â€œincludeâ€ â€œincludesâ€ â€œincludingâ€ or words of similar import are used in this Agreement, such words will be deemed to be followed by the words â€œwithout limitation.â€ Â Â Â Â 2.Â Pledge. In order to secure the full, prompt and timely payment of all of the Obligations, the Pledgor hereby transfers, pledges, assigns, sets over, delivers and grants to the Secured Party a continuing lien and security interest in and to all of the following property of the Pledgor (all being collectively hereinafter referred to as the â€œCollateralâ€) and all right, title and interest of the Pledgor in and to the Collateral, to-wit: Â (a) the Pledged Securities owned by the Pledgor; Â (b) any certificates representing or evidencing the Pledged Securities, if any; Â (c)Â any and all distributions thereon, and cash and non-cash proceeds and products thereof, including all dividends, cash, distributions, income, profits, instruments, securities, stock dividends, distributions of capital stock or other securities of the Company and all other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon conversion of the Pledged Securities, whether in connection with stock splits, recapitalizations, merger, conversions, combinations, reclassifications, exchanges of securities or otherwise; Â (d)Â any and all voting, management, and other rights, powers and privileges accruing or incidental to an owner of the Pledged Securities and the other property referred to in SectionsÂ 2(a) through 2(c) above; and Â (e) all books and records related to any and all of the foregoing. Â 3.Â Transfer of Pledged Securities. Simultaneously with the execution of this Agreement, Pledgor shall deliver to the Secured Party: (a) if the Pledged Securities are evidenced by physical certificates, then all original certificates representing or evidencing the Pledged Securities, together with undated, irrevocable and duly executed assignments or stock powers thereof in form and substance acceptable to the Secured Party (together with medallion guaranteed signatures, if required by the Secured Party), executed in blank by the Pledgor; (b) if the Pledged Securities are not represented by physical certificates, then undated, irrevocable and duly executed assignment instruments in form and substance acceptable to the Secured Party, executed in blank by the Pledgor; and (c) all other property, instruments, documents and papers comprising, representing or evidencing the Collateral, or any part thereof, together with proper instruments of assignment or endorsement, as the Secured Party may request or require, duly executed by the Pledgor (collectively, the â€œTransfer Documentsâ€). The Collateral and the Transfer Documents (collectively, the â€œPledged Materialsâ€) shall be held by the Secured Party pursuant to this Agreement until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (i) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. In addition, all non-cash dividends, dividends paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution of the Company, instruments, securities and any other distributions, whether paid or payable in cash or otherwise, made on or in respect of the Pledged Securities, whether resulting from a subdivision, combination, or reclassification of the interests or other securities of the Company, or received in exchange for the Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition, or other exchange of assets to which the Company may be a party or otherwise, or any other property that constitutes part of the Collateral from time to time, including any additional certificates representing any portion of the Collateral hereafter acquired by the Pledgor, shall be immediately delivered or cause to be delivered by the Pledgor to the Secured Party in the same form as so received, together with proper instruments of assignment or endorsement duly executed by the Pledgor. Â Page 2 of 13 Â Â 4.Â Security Interest Only. The security interests in the Collateral granted to the Secured Party hereunder are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Pledgor with respect to any of the Collateral or any transaction in connection therewith. Â 5.Â Record Owner of Collateral. Until an â€œEvent of Defaultâ€ as defined under the Note has occurred and is continuing, the Pledged Securities shall remain registered in the name of the Pledgor. Pledgor will promptly give to the Secured Party copies of any notices or other communications received by it and with respect to Collateral registered in the name of Pledgor. Â 6.Â Rights Related to Pledged Securities. Subject to the terms of this Agreement, unless and until an Event of Default shall occur and be continuing: Â (a)Â Pledgor shall be entitled to exercise any and all voting, management, and other rights, powers and privileges accruing to an owner of the Pledged Securities, or any part thereof, for any purpose consistent with the terms of this Agreement, provided that no such exercise or action shall adversely affect (i) any of the rights inuring to the Secured Party under any of the Loan Documents, (ii) any of the remedies available to the Secured Party under any of the Loan Documents or (iii) the ability of the Secured Party to exercise any of the same. Â (b)Â Upon the occurrence and continuance of an Event of Default, all rights of the Pledgor in and to the Pledged Securities shall cease and all such rights shall immediately vest in the Secured Party, as may be determined by the Secured Party, although the Secured Party shall not have any duty to exercise such rights or to otherwise realize upon the Collateral in accordance with the terms hereof, or to preserve the same, and the Secured Party shall not be responsible for any failure to do so or delay in doing so. To effectuate the foregoing, the Pledgor hereby grants to the Secured Party a proxy to vote the Pledged Securities for and on behalf of the Pledgor, which proxy is irrevocable and coupled with an interest and which proxy shall be effective upon the occurrence of any Event of Default. Such proxy shall remain in effect until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. The Company hereby agrees that any vote by the Pledgor in violation of this SectionÂ 6 shall be null, void and of no force or effect. Furthermore, all dividends or other distributions received by the Pledgor shall be subject to delivery to the Secured Party in accordance with Section 3, and until such delivery, any of such dividends and other distributions shall be received in trust for the benefit of the Secured Party, shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to Secured Party in accordance with SectionÂ 3. Â Page 3 of 13 Â Â 7.Â Return of Pledged Materials. Upon the earlier to occur of (i) the indefeasible payment in full of all of the Obligations or (ii) the termination or expiration of this Agreement in accordance with its terms, the Pledgor shall notify the Secured Party in writing to such effect. Upon receipt of such written notice, the Secured Party shall return all of the Pledged Materials in the Secured Partyâ€™s possession to the Pledgor, whereupon any and all rights of Secured Party in and to such Pledged Materials shall be terminated. Â 8.Â Representations, Warranties, and Covenants of the Pledgor and the Company. The Pledgor and the Company hereby covenant, warrant and represent, for the benefit of the Secured Party, as follows (each of the following representations and warranties being deemed to have been made as of the date of this Agreement and as of each date when the Pledged Securities are delivered to the Secured Party hereunder, as applicable): Â (a)Â By virtue of the execution and delivery of this Agreement and upon delivery to the Secured Party of the Pledged Securities (or any certificates represnting the same) in accordance with this Agreement, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral described in SectionÂ 2(a) and SectionÂ 2(b), in each case subject to no prior or other liens of any nature whatsoever. Â (b)Â Upon the filing of a UCC-1 Financing Statement describing the Collateral with the Secretary of State of the State of Texas, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral in which the Secured Partyâ€™s security interest may be pefectedby the filing of a financing statement under Article 9 of the UCC, in each case subject to no prior or other liens of any nature whatsoever. Â (c)Â Pledgor covenants, that for so long as this Agreement is in effect, Pledgor will defend the Pledged Securities and the priority of the Secured Partyâ€™s security interests therein, at its sole cost and expense, against the claims and demands of all Persons at any time claiming the same or any interest therein. Â (d)Â At its option, the Secured Party may pay, for Pledgorâ€™s account, any taxes (including documentary stamp taxes), Liens, security interests, or other encumbrances at any time levied or placed on the Collateral. Pledgor agrees to reimburse the Secured Party on demand for any payment made or expense incurred by the Secured Party pursuant to the foregoing authorization. Any and all such amounts, to the extent not paid upon demand therefor, shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a). Â (e)Â The Pledged Securities constitute 99% of the securities of the Company owned, legally or beneficially, by the Pledgor. Â Page 4 of 13 Â Â (f)Â The Company and the Pledgor hereby authorize the Secured Party to prepare and file such financing statements, amendments and other documents and do such acts as the Secured Party deems necessary in order to establish and maintain valid, attached and perfected, first priority security interests in the Collateral in favor of the Secured Party, for its own benefit and as the Secured Party for its affiliates, free and clear of all Liens and claims and rights of third parties whatsoever. The Pledgor hereby irrevocably authorizes the Secured Party at any time, and from time to time, to file in any jurisdiction any initial financing statements, amendments, continuations and other documents in furtherance of the foregoing. Â 9.Â Event of Default. The occurrence and continuance of any one or more of the following events shall constitute an â€œEvent of Defaultâ€ under this Agreement: Â (a)Â any written warranty, representation, certificate or statement of the Pledgor in this Agreement or any other Loan Document shall have been false or misleading in any material respect when made or deemed made; Â (b)Â the Pledgor shall fail to perform, comply with or abide by any of the stipulations, agreements, conditions and/or covenants contained in this Agreement or any of the other Loan Documents, in each case after giving effect to any applicable notice or cure period provided therein; or Â (c) An Event of Default shall have occurred and be continuing under the Note. Â 10. Rights and Remedies. Â (a)Â Notwithstanding anything to the contained in this Agreement, subject at all times to the Uniform Commercial Code as then in effect in the State of Texas, upon the occurrence and continuation of an Event of Default, the Secured Partyâ€™s sole and exclusive remedy pursuant to this Agreement and with respect to the Collateral shall be to engage in the Unwinding (as defined in the Purchase Agreement) in accordance with and pursuant to the terms and conditions of this Agreement and the Purchase Agreement. In furtherance thereof, the Secured Party shall have the right, without notice or demand to the Pledgor or the Company to foreclose upon the Collateral and to effect a transfer, assignment or other disposition of all of the Collateral to the Secured Party in connection with the same in full, complete and indefeasible satisfaction of any and all outstanding Obligations. Â (b)Â Subject to compliance with any applicable federal and state securities laws (including, without limitation, the Securities Act of 1933, as amended, blue sky or other state securities laws or similar laws now or hereafter existing analogous in purpose or effect), following any exercise of the Secured Partyâ€™s rights pursuant to SectionÂ 10(a), the Secured Party shall have the absolute right to sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, in any manner it sees fit and shall have no liability to the Pledgor, the Company, or any other Person for selling or otherwise disposing of such Collateral. Â Page 5 of 13 Â Â (c)Â Each right, power and remedy of the Secured Party provided for in this Agreement or any other Loan Document shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement or the Note, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by the Secured Party of all such other rights, powers or remedies, and no failure or delay on the part of the Secured Party to exercise any such right, power or remedy shall operate as a waiver thereof. No notice to or demand on the Pledgor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Secured Party to any other further action in any circumstances without demand or notice. The Secured Party shall have the full power to enforce or to assign or contract its rights under this Agreement to a third party. Â (d)Â Upon the occurrence and continuance of an Event of Default, the Pledgor and the Company each agree: (i) to take such action and to prepare, distribute and/or file such documents and papers, as are required or advisable in the opinion of the Secured Party and/or its counsel, to effect the transfer of the Collateral to the Secured Party following any exercise by the Secured Party of its rights pursuant to SectionÂ 10(a); (ii) to bear all costs and expenses of carrying out its obligations under this SectionÂ 10(d), which costs and expenses shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a); and (iii) that there is no adequate remedy at law for the failure by the Pledgor and the Company to comply with the provisions of this SectionÂ 10(d) and that such failure would not be adequately compensable in damages, and therefore agrees that its covenants and agreements contained in this SectionÂ 10(d) may be specifically enforced. Â 11.Â Appointment as Attorney-in-Fact. The Company and Pledgor hereby irrevocably constitute and appoint the Secured Party and any officer of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Pledgor or the Company, as applicable, and in the name of the Pledgor, the Company, or in the name of the Secured Party, as applicable, from time to time in the discretion of the Secured Party, so long as an Event of Default hereunder exists, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, including any financing statements, endorsements, assignments or other instruments of transfer. The Pledgor and the Company each hereby ratify all that said attorneys shall lawfully do or cause to be done pursuant to the power of attorney granted in this SectionÂ 11. All powers, authorizations and agencies

contained in this Agreement are coupled with an interest and are irrevocable until the Obligations are paid and performed in full. Â 12. Continuing Obligation of Pledgor and the Company. Â (a)Â The obligations, covenants, agreements and duties of the Pledgor and the Company under this Agreement shall in no way be affected or impaired by: (i) the modification or amendment (whether material or otherwise) of any of the obligations of the Pledgor or the Company or any other Person, as applicable; (ii) the voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or other similar proceedings affecting the Company, the Pledgor or any other Person, as applicable; (iii) the release of the Company, the Pledgor or any other Person from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Note, by the operation of law or otherwise, including the release of the Companyâ€™s or the Pledgorâ€™s obligation to pay interest or attorneyâ€™s fees. Â Page 6 of 13 Â Â (b)Â The Pledgor and the Company further agree that the Secured Party may take other guaranties or collateral or security to further secure the Obligations, and consent that any of the terms, covenants and conditions contained in the Note may be renewed, altered, extended, changed or modified by the Secured Party or may be released by the Secured Party, without in any manner affecting this Agreement or releasing the Pledgor herefrom, and the Pledgor shall continue to be liable hereunder to pay and perform pursuant hereto, notwithstanding any such release or the taking of such other guaranties, collateral or security. This Agreement is additional and supplemental to any and all other guarantees, security agreements or collateral heretofore and hereafter executed by the Pledgor and the Company for the benefit of the Secured Party, whether relating to the indebtedness evidenced by the Note or not, and shall not supersede or be superseded by any other document or guaranty executed by the Pledgor, the Company or any other Person for any purpose. The Pledgor and the Company hereby agree that the Pledgor, the Company, and any other Persons that may become liable for repayment of the sums due under the Note, may hereafter be released from their liability hereunder and thereunder; and the Secured Party may take, or delay in taking or refuse to take, any and all action with reference to the Note (regardless of whether same might vary the risk or alter the rights, remedies or recourses of the Pledgor), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of the Pledgor, and without in any way releasing, diminishing or affecting in any way the absolute nature of the Pledgorâ€™s obligations and liabilities hereunder. Â (c)Â No delay on the part of the Secured Party in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. The Pledgor and the Company hereby waives any and all legal requirements, statutory or otherwise, that the Secured Party shall institute any action or proceeding at law or in equity or exhaust its rights, remedies and recourses against the Pledgor, the Company or any other Person with respect to the Note, as a condition precedent to bringing an action against the Pledgor or the Company upon this Agreement or as a condition precedent to the exercise of the Secured Partyâ€™s rights under SectionÂ 10(a). The Pledgor and the Company agree that the Secured Party may simultaneously maintain an action upon this Agreement and an action or proceeding upon the Note. Until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor shall not be released by any act or thing that might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety, or by reason of any waiver, extension, modification, forbearance or delay of the Secured Party or any obligation or agreement between the Company or their successors or assigns, and the then holder of the Note, relating to the payment of any sums evidenced or secured thereby or to any of the other terms, covenants and conditions contained therein, and the Pledgor hereby expressly waives and surrenders any defense to liability hereunder based upon any of the foregoing acts, things, agreements or waivers, or any of them. The Pledgor and the Company also waive any defense arising by virtue of any disability, insolvency, bankruptcy, lack of authority or power or dissolution of the Pledgor or the Company, even though rendering the Note void, unenforceable or otherwise uncollectible, it being agreed that the Pledgor and the Company shall remain liable hereunder, regardless of any claim that the Pledgor or the Company might otherwise have against the Secured Party by virtue of the Secured Partyâ€™s invocation of any right, remedy or recourse given to it hereunder or under the Note. In addition, until the earlier to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the termination or expiration of this Agreement in accordance with its terms or (C) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor waives and renounces any right of subrogation, reimbursement or indemnity whatsoever, and any right of recourse to security for the Obligations of the Company to the Secured Party. Â Page 7 of 13 Â Â 13. Miscellaneous. Â (a)Â Performance for Pledgor or the Company. The Pledgor and the Company agree and hereby acknowledge that the Secured Party may, in the Secured Partyâ€™s sole discretion, but the Secured Party shall not be obligated to, whether or not an Event of Default shall have occurred, advance funds on behalf of the Company or the Pledgor, without prior notice to the Pledgor or the Company, in order to insure the Companyâ€™s and the Pledgorâ€™s compliance with any covenant, warranty, representation or agreement of the Pledgor or the Company made in or pursuant to this Agreement or the Note, to continue or complete, or cause to be continued or completed, performance of the Pledgorâ€™s and the Companyâ€™s obligations under any contracts of the Pledgor or the Company, or to preserve or protect any right or interest of the Secured Party in the Collateral or under or pursuant to this Agreement or the Note; provided, however, that the making of any such advance by the Secured Party shall not constitute a waiver by the Secured Party of any Event of Default with respect to which such advance is made, nor relieve the Pledgor or the Company of any such Event of Default. The Pledgor and the Company, respectively and as applicable, shall pay to the Secured Party upon demand all such advances made by the Secured Party, in each case with interest thereon from the date of outlay until paid and at rate per annum equal to twelve percent (12%). All such advances shall constitute Obligations hereunder and be secured hereby. Â (b)Â Waivers by Pledgor and the Company. The Company and the Pledgor hereby waive, to the extent the same may be waived under applicable law: (i) notice of acceptance of this Agreement; (ii) all claims and rights of the Pledgor and the Company against the Secured Party on account of actions taken or not taken by the Secured Party in the exercise of the Secured Partyâ€™s rights or remedies hereunder, under any other Loan Documents or under applicable law; (iii) all claims of the Pledgor and the Company for failure of the Secured Party to comply with any requirement of applicable law relating to enforcement of the Secured Partyâ€™s rights or remedies hereunder, under the other Loan Documents or under applicable law; (iv) all rights of redemption of the Pledgor with respect to the Collateral; (v) in the event the Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (vi) presentment, demand for payment, protest and notice of non-payment and all exemptions applicable to any of the Collateral or the Pledgor or the Company; (vii) any and all other notices or demands which by applicable law must be given to or made upon the Pledgor or the Company by the Secured Party; (viii) settlement, compromise or release of the obligations of any person or entity primarily or secondarily liable upon any of the Obligations; (ix) all rights of the Pledgor or the Company to demand that the Secured Party release account debtors or other persons or entities liable on any of the Collateral from further obligation to the Secured Party; and (x) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Â Page 8 of 13 Â Â (c)Â Waivers by Secured Party. No failure or any delay on the part of the Secured Party in exercising any right, power or remedy hereunder or under any other Loan Documents or under applicable law, shall operate as a waiver thereof. Â (d)Â Modifications, Waivers and Consents. No modifications or waiver of any provision of this Agreement or any other Loan Documents, and no consent by the Secured Party to any departure by the Pledgor or the Company therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given, and any single or partial written waiver by the Secured Party of any term, provision or right of the Secured Party hereunder shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any other right, power or remedy. No notice to or demand upon the Pledgor or the Company in any case shall entitle the Pledgor or the Company to any other or further notice or demand in the same, similar or other circumstances. Â (e)Â Notices. All notices of request, demand and other communications hereunder shall be addressed, sent and deemed delivered in accordance with the Note. Â (f)Â Applicable Law and Consent to Jurisdiction. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions or rule that would cause the application of Laws of any jurisdiction other than those of the State of Texas. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of any federal court located in the State of Texas, for the purposes of any action arising out of this Agreement or the subject matter hereof brought by any party under this Agreement. To the extent permitted by applicable law, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any action under this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the above named courts, (ii) that such action is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the suit, action or proceeding is improper or (v) that this Agreement or the subject matter hereof may not be enforced in or by such courts. Â (g) Survival; Successors and Assigns; Termination. Â (i)Â All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof, and shall continue in full force and effect until this Agreement terminates in accordance with the provisions hereof. Â Page 9 of 13 Â Â (ii)Â Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. If the Secured Party assigns this Agreement and/or its security interest in the Collateral, then such assignment shall be binding upon and recognized by the Pledgor. All covenants, agreements, representations and warranties by or on behalf of the Pledgor or the Company that are contained in this Agreement shall inure to the benefit of Secured Party, its successors and assigns. Neither the Pledgor nor the Company may assign this Agreement, or delegate any of their respective rights or obligations hereunder, in each case without the prior written consent of the Secured Party, which consent may be withheld in Secured Partyâ€™s sole and absolute discretion. Â (iii)Â Notwithstanding anything contained herein to the contrary, and except as otherwise expressly provided herein, this Agreement shall terminate and no longer be in force or effect upon the earliest to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the indefeasible payment in full to the Secured Party of the Threshold Payment Amount or (C) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. Â (h)Â Severability. If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental authority of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein. Â (i)Â Merger and Integration. This Agreement and the other Loan Documents contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer or representative of any party hereto that is not expressly contained herein shall be valid or binding. Â (j)Â WAIVER OF JURY TRIAL. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY: (i) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY; AND (ii) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE PLEDGOR, ANY COMPANY AND THE SECURED PARTY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS, OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO DEBTOR-CREDITOR RELATIONSHIP BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, AND EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY AGREE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH OF THE PARTIES HERETO IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY REPRESENT AND WARRANT THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. Â Page 10 of 13 Â Â (k)Â Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a â€œ.pdfâ€ format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or â€œ.pdfâ€ signature page was an original thereof. Â (l)Â Headings. The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof. Â (m)Â Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require. Â (n)Â Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement, including the execution and filing of UCC-1 Financing Statements in any jurisdiction as the Secured Party may require. Â (o)Â Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the partiesâ€™ obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next succeeding Business Day. Â (p)Â Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Â Page 11 of 13 Â Â (q)Â Prevailing Party. If any legal action or other proceeding is brought for the enforcement of this Agreement or any other Loan Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or any other Loan Documents, then the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneysâ€™ fees, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Â (r)Â Costs and Expenses. The Pledgor and the Company, jointly and severally, agree to pay to the Secured Party, upon demand, the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Secured Party, which the Secured Party may incur in connection with: (i) the recordation, administration, amendment, waiver or other modification or termination of this Agreement; (ii) the custody or preservation of any of the Collateral; or (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder. All such costs and expenses shall bear interest from the date of outlay until paid, at a rate per annum equal to twelve percent (12%), and shall constitute Obligations hereunder and be secured hereby. Notwithstanding anything contained herein to the contrary, the provisions of this SectionÂ 13(r) shall survive the termination of this Agreement and the termination of the Secured Partyâ€™s security interest hereunder. Â Â [Signature page(s) follow; the remainder of this page is intentionally blank.] Â Page 12 of 13 Â Â IN WITNESS WHEREOF, the parties hereto have duly executed and entered into this Agreement as of the date above written. Â Â PLEDGOR: Â Â Â JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company Â Â Â Â By: Â Â Name: James Ballengee Â Title: Manager Â Â SECURED PARTY: Â Â Â PILOT OFS HOLDINGS LLC, a Delaware limited liability company Â Â Â Â By: Â Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Â Signature Page to Pledge Agreement Â Â EX-10.36 4 vivakor_ex10-36.htm EXHIBIT 10.36 Â Exhibit 10.36 Â Meridian Equipment Leasing, LLC Â James H. Ballengee Â 5220 Spring Valley Road, Ste. 415 Dallas, Texas 75254 Â (p) 318.469.3084 (e) jballengee@ballengeeholdings.com Â OctoberÂ 1, 2024 Â Pilot OFS Holdings LLC 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Attn: Zachary Neal Delivered via email to zachary.neal@pilotwater.com Â Re: Letter Agreement regarding Secured Promissory Note and related Loan Documents Â Mr.Â Neal: Â Reference is hereby made to (i) that certain Secured Promissory Note dated DecemberÂ 31, 2023, made by Meridian Equipment Leasing, LLC, as Borrower (â€œBorrowerâ€), to the order of Pilot OFS Holdings LLC, as Lender (â€œLenderâ€), in the original principal amount of $12,500,000.00 USD (the â€œNoteâ€), (ii) that certain Security Agreement, Financing Statement, and Assignment of Collateral dated DecemberÂ 31, 2023, by and between Meridian Equipment Leasing, LLC, as Obligor, and Pilot OFS Holdings LLC, as Secured Party (the â€œSecurity Agreementâ€), (iii) that certain Stock Pledge Agreement dated DecemberÂ 31, 2023, by and between Jorgan Development, as Pledgor, and Pilot OFS Holdings LLC, as Secured Party (the â€œStock Pledge Agreementâ€), and (iv)

that certain Guaranty Agreement dated DecemberÂ 31, 2023, made by James H. Ballengee for the benefit of Pilot OFS Holdings LLC, with respect to the obligations of Meridian Equipment Leasing, LLC, as further set forth therein (the â€œGuarantyâ€). Capitalized terms used but not defined herein shall have the meanings set forth in the Note, the Security Agreement, the Stock Pledge Agreement, and/or the Guaranty, as context requires. Â Borrower and Lender hereby agree as follows: Â 1. Assignor and Assignee, pursuant to that certain Assignment of Accounts Receivable dated DecemberÂ 31, 2023, by and between Equipment Transport, LLC, as Assignor and Lender, as Assignee (the â€œAR Assignmentâ€), stipulate and agree that, as of SeptemberÂ 1, 2024, the amount outstanding to Assignee pursuant to the AR Assignment was equal to $3,410,573.88 USD. On SeptemberÂ 5, 2024, Assignor made a payment to Assignee equal to $500,000.00 USD. As of the date hereof, Assignor and Assignee, pursuant to the AR Assignment, stipulate and agree that the amount outstanding to Assignee pursuant to the AR Assignment is equal to $2,910,573.88 USD (the â€œOutstanding AR Balanceâ€). Subject to the terms hereof, Lender will forbear on its rights to immediately collect the Outstanding AR Balance, including to institute legal proceedings with respect to same and the exercise of any other rights or remedies under the Note, the Security Agreement, the Stock Pledge Agreement and the Guaranty. Â 2. Upon the full and final closing and initial funding of a revolving line of credit by and between nFusion Capital Finance, LLC, as Lender, and Vivakor, Inc., et al., as Borrowers (the â€œNew Revolverâ€), Borrower shall cause to be paid to Lender the Outstanding AR Balance, plus interest at a rate of one and one-half percent (1.5%) per month on all amounts outstanding from JulyÂ 1, 2024 through the date of repayment, no later than the close of business two (2) business days thereafter (the â€œAR Repaymentâ€). Borrower shall also cause to be paid $57,750.00, representing all amounts currently due and owing under the Truck Yard Leases (as defined herein) (the â€œDelinquent Lease Paymentsâ€ and, collectively with the AR Repayment, the â€œBorrower AR Paymentsâ€). Â Â Pilot OFS Holdings LLCPage 2 of 4 Â 3. In exchange for the irrevocable and indefeasible completion of the Borrower September AR Payments to Lender or Pilot Travel Centers LLC (â€œPTCâ€), as applicable, (i) Borrower and Lender shall execute and enter into that certain First Amended and Restated Secured Promissory Note dated effective DecemberÂ 31, 2023, attached as Exhibit A hereto, (ii) Borrower and Lender shall execute and enter into that certain First Amended and Restated Promissory Note dated effective DecemberÂ 1, 2023, attached as Exhibit B hereto, (iii) Lender shall rescind, with the right to revoke such recission, that certain Amended Demand for Payment of Indebtedness and Other Amounts Owed Relating to the Purchase Agreement and Secured Promissory Note, dated DecemberÂ 31, 2023, by AugustÂ 30, 2024, dated AugustÂ 23, 2024, and (iv) PTC shall rescind, with the right to revoke such rescission, that certain Amended Demand for Payment of Indebtedness and Other Amounts Owed Relating to the Purchase Agreement and Promissory Note, dated DecemberÂ 1, 2023, by AugustÂ 30, 2024, dated AugustÂ 23, 2024. With respect to Item Nos. 3(iii) and 3(iv), above, each of Lender and PTC may only revoke its respective recission (x) if Borrower fails to demonstrate good faith efforts and progress towards the closing, consummation, and initial funding of the New Revolver, or (y) if the New Revolver fails to close by Dec. 31, 2024. Â 4. Borrower shall promptly provide to Lender evidence of good faith efforts to secure refinancing of amounts due and owing pursuant to the Note, as amended, upon receipt of the same. Lender agrees to keep such documents and information strictly confidential and not disclose them to any third parties, or to personnel within Lenderâ€™s organization except on a â€œneed-to-knowâ€ basis, except as compelled in accordance with applicable law, in which case Lender shall immediately notify Borrower of the same and exercise reasonable efforts to obtain a confidentiality or protective order regarding the same. Â 5. By SeptemberÂ 30, 2024, the parties hereto shall cause to be fully terminated effective as of SeptemberÂ 30, 2024 (a) that certain Lease Agreement dated effective DecemberÂ 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 306 E. Greene St., Carlsbad, New Mexico 88220, as amended, (b) that certain Lease Agreement dated effective DecemberÂ 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 2260 US 181, Hobson, Texas 78117, as amended, and (c) that certain Lease Agreement dated effective DecemberÂ 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 620 S CR 153, Kenedy, Texas 78119, as amended (collectively, the â€œTruck Yard Leasesâ€). Â 6. Borrower shall not (i) incur, create, assume or permit to exist any lien, security interest or encumbrance upon any of the Collateral (as defined in the Security Agreement) or any portion thereof, except as provided in the Note, the Security Agreement and any related documents and liens in favor of Lender or PTC, nor (ii) enter into any agreement with any party other than Lender or PTC, including, without limitation, the New Revolver, if such agreement creates a lien or other encumbrance on any of the Collateral (as defined in the Security Agreement) or any other assets secured under or pursuant to the Security Agreement. Â Lender shall have the right to immediately terminate this letter agreement in the event of Borrowerâ€™s breach of SectionÂ 2 or SectionÂ 6 hereof. This letter agreement shall terminate ipso facto if the Borrower AR Payments are not received by Lender on or prior to DecemberÂ 31, 2024. If this letter agreement so terminates, neither party to this letter agreement shall have any obligations to the other party, including for the avoidance of doubt, Lender shall have no obligation to forbear on any of its rights as against Borrower. Â Nothing contained in this letter agreement shall be construed to amend or modify the Loan Documents, or any other agreement, except as specifically provided herein or in another signed writing. Â In the event of any conflict between the provisions of this letter agreement and the Loan Documents, the provisions of this letter agreement shall control. Except as amended and modified hereby, the parties hereto agree that the Loan Documents shall otherwise remain in force and effect in accordance with their terms. This letter agreement may not be amended or modified except in a writing signed by each of the parties hereto. This letter agreement, together with the Loan Documents (as may be amended from time to time), constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and thereby and supersedes all prior agreements and understandings, oral and written, between the parties with respect thereto. The provisions of SectionÂ 11.1 (Notice), SectionÂ 11.5 (Waiver), SectionÂ 11.7 (No Third Party Beneficiary; No Affiliate Liability), SectionÂ 11.8 (Assignment; Binding Effect), SectionÂ 11.11 (Counterparts; Facsimile), and SectionÂ 11.12 (Governing Law; Venue; and Jurisdiction) of that certain Purchase and Sale Agreement dated DecemberÂ 22, 2023, by and between the parties hereto shall apply to this letter agreement, mutatis mutandis. Â Â Pilot OFS Holdings LLCPage 3 of 4 Â We kindly ask that you indicate your agreement hereto by countersigning this letter in the space indicated below and returning executed scans in Adobe. PDF format (with no hole punches, staples, or adulteration of any kind) via email to jballengee@ballengeeholdings.com with a carbon copy pknapp@vivakor.com. Â Â [Continued on next page.] Â Â Pilot OFS Holdings LLCPage 4 of 4 Â Â BORROWER: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC Â a Texas limited liability company Â Â Â Â By: JORGAN DEVELOPMENT, LLC, Â a Louisiana limited liability company, Â its Manager Â Â Â Â By: Â Â Name: James H. Ballengee Â Title: Manager Â Â Â Â LENDER: Â Â Â Â PILOT OFS HOLDINGS LLC, Â a Delaware limited liability company Â Â Â Â By: Â Â Name: Zachary Neal Â Title: EVP, Corporate Development Â CC: Vivakor, Inc. Â via email to pknapp@vivakor.com Â Â Â Â EXHIBIT A Amended and Restated Note dated Dec. 31, 2023 Â [See attached.] Â A-1 Â Â EXHIBIT B Amended and Restated Note dated Dec. 1, 2023 Â [See attached.] Â B-1 EX-10.37 5 vivakor_ex10-37.htm EXHIBIT 10.37 Â Exhibit 10.37 Â Execution Version Â FIRST AMENDED AND RESTATED SECURED PROMISSORY NOTE Â 1.Â For value received, MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company, whose address is 5220 Spring Valley Road, Suite 415, Dallas, Texas 75254 (â€œBorrowerâ€) on this day, DecemberÂ 31, 2023 (the â€œEffective Dateâ€) does hereby promise to pay to the order of PILOT OFS HOLDINGS LLC, a Delaware limited liability company, whose address is 20 Greenway Plaza, Suite 500, Houston, Texas 77046 (â€œLenderâ€), at the foregoing address or at such other address as Lender shall from time to time specify in writing, in lawful money of the United States of America, the sum of Twelve Million Five Hundred Thousand and No/100s U.S. Dollars ($12,500,000.00 USD) (the â€œOriginal Principal Amountâ€), plus the sum of Five Hundred Thousand and No/100s U.S. Dollars ($500,000.00 USD) (the â€œAdditional Principal Amountâ€, and together with the Original Principal Amount, the â€œTotal Principal Amountâ€), or such greater capitalized amounts advanced to or owing by Borrower and remaining outstanding under this First Amended and Restated Secured Promissory Note (this â€œNoteâ€), together with interest from the Effective Date on the Original Principal Amount outstanding from time to time as hereinafter provided, and interest from JulyÂ 1, 2024 (the â€œExtension Dateâ€) on the Additional Principal Amount outstanding from time to time as hereinafter provided. Subject to Section 3 below, interest shall be computed on a per annum basis of a year of three hundred sixty (360) days and for the actual number of days elapsed, unless such calculation would result in a rate greater than the highest rate permitted by applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be. Capitalized terms not defined in this Note shall have the same meaning as set forth in that certain Purchase and Sale Agreement dated as of the Effective Date by and between Lender and Borrower (the â€œPurchase Agreementâ€). Collectively, this Note, the Purchase Agreement, that certain Security Agreement dated as of the Effective Date by and between Borrower, as Obligor, and Lender, as Secured Party (the â€œSecurity Agreementâ€™), that certain Pledge Agreement dated as of the Effective Date by and between Borrower, as Pledgor, and Lender, as Secured Party (the â€œPledge Agreementâ€), and that certain Stock Pledge Agreement dated as of the Effective Date by and between Jorgan Development, LLC, as Pledgor, and Lender, as Secured Party (the â€œStock Pledge Agreementâ€) and any and all renewals, extensions, modifications, amendments, ratifications, restatements, rearrangements and substitutions of all or any part of such documents, are hereinafter referred to as the â€œLoan Documentsâ€. Â 2.Â Payment Terms. Interest on amounts outstanding hereunder shall accrue and capitalize monthly from the Effective Date. The Total Principal Amount plus all interest accrued shall be payable by Borrower in full on DecemberÂ 31, 2024 (the â€œMaturity Dateâ€), when the entire amount hereof shall then be fully paid; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine. Â 3.Â Interest Rate. The annual rate of interest on all sums outstanding hereunder shall be equal to ten and one-half percent (10.50%). The principal amount owed hereunder shall be considered for all purposes by the Parties as the total capitalized value owed to Lender. Â 4.Â Default Payments and Rate. Upon an Event of Default, including failure to pay upon the Maturity Date, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the interest rate otherwise provided herein by the greater of three (3.00) percentage points or the maximum rate permitted by law, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including the rate determined underâ€ (a) â€œabove). Â 5.Â Payment and Prepayment. Borrower may prepay, prior to maturity, all or any part of the principal of this Note in accordance with the terms and provisions hereof. All payments and prepayments of principal and interest shall be applied first to accrued interest and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and prepayments of principal or interest on this Note shall be made and tendered in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or such other place as the holder of this Note shall designate in writing to Borrower. All partial prepayments of principal shall be applied to the last installments payable in their inverse order of maturity. The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued and unpaid interest on this Note, absent manifest error. Â Page 1 of 5 Â Â 6.Â Events of Default. The following shall be considered an â€œEvent of Defaultâ€ for purposes of this Note: Â (a) the failure of Borrower to pay when due any amount owed under this Note or any part hereof, principal or interest, as the same shall become due and payable; or Â (b) any material breach or default of the Purchase Agreement, or any document ancillary thereto, made subject thereto, or executed in connection therewith; or Â (c) any representation or warranty made by the Borrower in this Note shall have been untrue in any material respect when made; or Â (d) one or more judgments, orders or decrees for the payment of money in an aggregate amount in excess of $5,000,000 (to the extent not covered by insurance provided by an independent solvent third-party insurer who has been notified of such judgment, order or decree and has not denied coverage) shall be rendered against the Borrower or any of its Subsidiaries and the same shall remain undischarged, unvacated or unbonded for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon properties of the Borrower or any of its Subsidiaries to enforce any such judgment; or Â (e) the Borrower shall i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code (the â€œBankruptcy Codeâ€), as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of any proceeding or the filing of any petition described in subsection (f) below, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable, admit in writing its general inability or fail generally to pay its debts as they become due; or Â (f) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower, or of a substantial part of the property or assets of the Borrower, under the Bankruptcy Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower or (iii) the winding- up or liquidation of the Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or Â (g) the Borrower incurs, creates, assumes or permits to exist any lien, security interest or encumbrance upon any of the Collateral (as defined in the Security Agreement) or any portion thereof, except as provided in this Note, the Security Agreement or any of the other Loan Documents; or Â (h) any breach or default of the Letter Agreement regarding Secured Promissory Note and related Loan Documents dated as of September __, 2024 by and between the Borrower and Lender. Â 7.Â Default. It is expressly provided that upon the occurrence of an Event of Default, the holder of this Note may, at its option, without further notice or demand, (a) declare the outstanding principal balance and accrued but unpaid interest on this Note at once due and payable, (b) pursue any and all other rights, remedies and recourses available to the holder hereof, at law or in equity, or (c) pursue any combination of the foregoing; and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrower agrees and promises to pay all costs of collection, including reasonable attorneyâ€™s fees. The failure to exercise the option to accelerate the maturity of this Note or any other right, remedy or recourse available to the holder hereof upon the occurrence of an Event of Default hereunder shall not constitute a waiver of the right of the holder of this Note to exercise the same at that time or at any subsequent time with respect to such Event of Default or any other Event of Default. The rights, remedies and recourses of the holder hereof, as provided in this Note and in any of the other Loan Documents, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefore shall arise, at the sole discretion of the holder hereof. The acceptance by the holder hereof of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not (x) constitute a waiver of or impair, reduce, release or extinguish any right, remedy or recourse of the holder hereof, or nullify any prior exercise of any such right, remedy or recourse, or (v) impair, reduce, release or extinguish the obligations of any party liable under any of the Loan Documents as originally provided therein or herein. Â Page 2 of 5 Â Â 8.Â No Usury Intended; Usury Savings Clause. In no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest or other charges previously paid to the holder of the Note in excess of the amounts permitted by applicable law shall be applied by the holder of the Note to reduce the principal of the indebtedness evidenced by the Note, or, at the option of the holder of the Note, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan and indebtedness, all interest at any time contracted for, charged or received from the Borrower hereof in connection with the loan and indebtedness evidenced hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. Â 9.Â Joint and Several Liability; Waiver. Borrower, and each maker, signer, surety, guarantor and endorser hereof, as well as all heirs, successors, and legal representatives of such parties, shall be directly and primarily, jointly and severally, liable for the payment of al indebtedness hereunder. Lender may release or modify the obligations of any of the foregoing persons or entities, or guarantors hereof, in connection with this loan without affecting the obligations of the others. All such persons or entities expressly waive presentment and demand for payment, notice of default, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, notice of protest, notice of dishonor, and all other notices and demands for which waiver is not prohibited by law, and diligence in the collection hereof; and agree to all renewals, extensions, indulgences, partial payments, or releases, with or without notice, before or after maturity. No delay or omission of Lender in exercising any right hereunder shall be a waiver of such right or any other right under this Note. Â 10.Â Security. The Borrowerâ€™s performance of its obligations hereunder is secured by (a) a lien and security interest in the Collateral as set forth in the Security Agreement, coupled with a power of sale, (b) a lien and security interest in all of the Company Interest, coupled with a power of attorney, as set forth in the Pledge Agreement, and (c) the Pledged Securities as set forth in the Stock Pledge Agreement. The holder of this Note is entitled to all the rights, benefits and security provided in the Loan Documents. Â 11.Â Texas Finance Code. In no event shall Chapter 346 of the Texas Finance Code apply to this Note. To the extent that Chapter 303 of the Texas Finance Code is applicable to

this Note, the â€œweekly ceilingâ€ specified in such article is the applicable ceiling; provided that, if any applicable law permits greater interest, the law permitting the greatest interest shall apply. Â 12.Â Governing Law and Venue. Borrower and Lender agree that the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Note, without regard to its conflict of laws provisions. IN THE EVENT OF A DISPUTE INVOLVING THIS NOTE OR THE LOAN DOCUMENTS, THE UNDERSIGNED IRREVOCABLY AGREES THAT THE SOLE AND EXCLUSIVE VENUE FOR SUCH DISPUTE SHALL LIE IN A COURT OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS. Â 13.Â Captions and Headings. The captions and paragraph headings in this Note are inserted for convenience only and are not to be used to limit the terms herein. Â 14.Â Supersession. This Note amends, replaces, and supersedes that certain Secured Promissory Note dated DecemberÂ 31, 2023 (the â€œOriginal Noteâ€), by and between Borrower and Lender, but does not constitute a novation of the indebtedness evidenced by the Original Note. This Note, together with the Loan Documents, constitutes the entire agreement of Borrower and Lender with respect to the subject matter contemplated hereby, and may only be amended in a writing signed by both parties hereto. Â Page 3 of 5 Â Â 15.Â Purchase Agreement. This Note is made pursuant to, and hereby incorporates by reference, the terms and provisions of the Purchase Agreement cited herein. Â 16.Â Funding Efforts. Notwithstanding anything contained herein to the contrary, or any other writing to the contrary, if Borrower fails to demonstrate good faith efforts and progress to close, consummate, and fund a revolving line of credit with nFusion Capital Finance, LLC, Lender may, in its sole and absolute discretion, by written notice to Borrower, declare the Borrower in material breach of this First Amended and Restated Secured Promissory Note and pursue all rights and remedies available to it hereunder. Â Â [Signature page follows.] Â Â [The remainder of this page is intentionally blank.] Â Page 4 of 5 Â Â WHEREFORE, premises considered, the authorized representatives of Borrower and Lender have executed and entered into this Note to be effective as of the Effective Date. Â Â BORROWER: Â Â Â MERIDIAN EQUIPMENT LEASING, LLC Â a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company, its Manager Â Â Â By: Â Â Name: James H. Ballengee Â Title: Manager Â Â LENDER: Â Â Â PILOT OFS HOLDINGS LLC, Â a Delaware limited liability company Â Â Â By: Â Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Page 5 of 5 EX-10.38 6 vivakor_ex10-38.htm EXHIBIT 10.38 Â Exhibit 10.38 Â Execution Version Â AMENDED AND RESTATED PROMISSORY NOTE Â 1.Â For value received, MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company, whose address is 5220 Spring Valley, LL20, Dallas, Texas 75254 (â€œBorrowerâ€) on this day, DecemberÂ 1, 2023 (the â€œEffective Dateâ€) does hereby promise to pay to the order of PILOT TRAVEL CENTERS LLC, a Delaware limited liability company, as successor by assignment to EQUIPMENT TRANSPORT, LLC, a Pennsylvania limited liability company whose address is 20 Greenway Plaza, Suite 500, Houston, TX 77046 (â€œLenderâ€), at the foregoing address or at such other address as Lender shall from time to time specify in writing, in lawful money of the United States of America, the sum of One Million Five Hundred Thousand and No/100s US Dollars ($1,500,000.00 USD) (the â€œTotal Principal Amountâ€), or such greater capitalized amounts advanced to or owing by Borrower and remaining outstanding under this Amended and Restated Promissory Note (this â€œNoteâ€), together with interest from the Effective Date on the principal balance outstanding from time to time as hereinafter provided. Subject to Section 3 below, interest shall be computed on a per annum basis of a year of three hundred sixty (360) days and for the actual number of days elapsed, unless such calculation would result in a rate greater than the highest rate permitted by applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be. Capitalized terms not defined in this Note shall have the same meaning as set forth in that certain Asset Purchase Agreement dated as of the Effective Date by and between Lender, Borrower, James Ballengee (â€œGuarantorâ€) and the other party thereto (the â€œPurchase Agreementâ€). Collectively, this Note, the Purchase Agreement and any and all renewals, extensions, modifications, amendments, ratifications, restatements, rearrangements and substitutions of all or any part of such documents, are hereinafter referred to as the â€œLoan Documentsâ€. Â 2.Â Payment Terms. Interest on amounts outstanding hereunder shall accrue and capitalize monthly from the Effective Date. The Total Principal Amount plus all interest accrued shall be payable by Borrower in full on DecemberÂ 31, 2024 (the â€œMaturity Dateâ€), when the entire amount hereof shall then be fully paid; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of the interest accrued and to the reduction of the principal, in such order as Lender shall determine. Â 3.Â Interest Rate. The annual rate of interest on all sums outstanding hereunder shall be equal to ten and one-half percent (10.50%). The principal amount owed hereunder shall be considered for all purposes by the Parties as the total capitalized value owed to Lender. Â 4.Â Use of Proceeds Default Payments and Rate. Upon an Event of Default, including failure to pay upon the Maturity Date, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the interest rate otherwise provided herein by the greater of three (3.00) percentage points or the maximum rate permitted by law, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including the rate determined under â€œ(a)â€ above). Â 5.Â Payment and Prepayment. Borrower may prepay, prior to maturity, all or any part of the principal of this Note in accordance with the terms and provisions hereof. All payments and prepayments of principal and interest shall be applied first to accrued interest and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and prepayments of principal or interest on this Note shall be made and tendered in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or such other place as the holder of this Note shall designate in writing to Borrower. All partial prepayments of principal shall be applied to the last installments payable in their inverse order of maturity. The books and records of Lender shall be prima facie evidence of all outstanding principal of and accrued and unpaid interest on this Note, absent manifest error. Â 6.Â Events of Default. The following shall be considered an â€œEvent of Defaultâ€ for purposes of this Note: Â (a) the failure of Borrower to pay when due any amount owed under this Note or any part hereof, principal or interest, as the same shall become due and payable; or Â (b) any material breach or default of the Purchase Agreement, or any document ancillary thereto, made subject thereto, or executed in connection therewith; or Â Promissory NotePage 1 of 5 Â Â (c) any representation or warranty made by the Borrower in this Note shall have been untrue in any material respect when made; or Â (d) One or more judgments, orders or decrees for the payment of money in an aggregate amount in excess of $5,000,000 (to the extent not covered by insurance provided by an independent solvent third-party insurer who has been notified of such judgment, order or decree and has not denied coverage) shall be rendered against the Borrower or any of its Subsidiaries and the same shall remain undischarged, unvacated or unbonded for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon properties of the Borrower or any of its Subsidiaries to enforce any such judgment; or Â (e) the Borrower shall (i) voluntarily commence any proceeding or file any petition seeking relief under the Title 11 of the United States Code (the â€œBankruptcy Codeâ€), as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of any proceeding or the filing of any petition described in subsection (f) below, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable, admit in writing its general inability or fail generally to pay its debts as they become due; or Â (f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower, or of a substantial part of the property or assets of the Borrower, under the Bankruptcy Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the property or assets of the Borrower or (iii) the winding-up or liquidation of the Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or Â (g) the Borrower incurs, creates, assumes or permits to exist any lien, security interest or encumbrance upon any of the Collateral (as defined in that certain Security Agreement (the â€œSecurity Agreementâ€) dated as of DecemberÂ 31, 2023, by and between Borrower, as Obligor, and Pilot OFS Holdings LLC, a Delaware limited liability company (â€œPOFSâ€)) or any portion thereof, except as provided in this Note, the Security Agreement or any of the other Loan Documents; or Â (h) any breach or default of the Letter Agreement regarding Secured Promissory Note and related Loan Documents dated as of September __, 2024 by and between the Borrower and POFS. Â 7.Â Default. It is expressly provided that upon the occurrence of an Event of Default, the holder of this Note may, at its option, without further notice or demand, (a) declare the outstanding principal balance and accrued but unpaid interest on this Note at once due and payable, (b) pursue any and all other rights, remedies and recourses available to the holder hereof, at law or in equity, or (c) pursue any combination of the foregoing; and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrower agrees and promises to pay all costs of collection, including reasonable attorneyâ€™s fees. The failure to exercise the option to accelerate the maturity of this Note or any other right, remedy or recourse available to the holder hereof upon the occurrence of an Event of Default hereunder shall not constitute a waiver of the right of the holder of this Note to exercise the same at that time or at any subsequent time with respect to such Event of Default or any other Event of Default. The rights, remedies and recourses of the holder hereof, as provided in this Note and in any of the other Loan Documents, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefore shall arise, at the sole discretion of the holder hereof. The acceptance by the holder hereof of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not (x) constitute a waiver of or impair, reduce, release or extinguish any right, remedy or recourse of the holder hereof, or nullify any prior exercise of any such right, remedy or recourse, or (y) impair, reduce, release or extinguish the obligations of any party liable under any of the Loan Documents as originally provided therein or herein. Â Promissory NotePage 2 of 5 Â Â 8.Â No Usury Intended; Usury Savings Clause. In no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest or other charges previously paid to the holder of the Note in excess of the amounts permitted by applicable law shall be applied by the holder of the Note to reduce the principal of the indebtedness evidenced by the Note, or, at the option of the holder of the Note, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan and indebtedness, all interest at any time contracted for, charged or received from the Borrower hereof in connection with the loan and indebtedness evidenced hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. Â 9.Â Guaranty of all Obligations Hereunder. Â (a) Guarantor hereby absolutely, irrevocably and unconditionally guarantees to Lender the due, punctual and complete performance of the obligations of the Borrower under this Note (collectively, the â€œBuyer Obligationsâ€). Without limiting the generality of the foregoing, this guarantee is one of payment, not collection, and a separate action or actions may be brought and prosecuted against Guarantor to enforce this guarantee, irrespective of whether any action is brought against Borrower or whether Borrower is joined in any such actions. Guarantor reserves the right to assert defenses which Borrower may assert against Lender under this Note with respect to payment or performance of any Buyer Obligation. Â (b) Notwithstanding anything to the contrary herein, the obligations of Guarantor hereunder shall not be released or discharged or otherwise affected by: (i) any dissolution, insolvency, bankruptcy, reorganization or other similar proceeding affecting Borrower; (ii) any amendment, change, modification or restatement of this Note, in whole or in part; or (iii) the existence of any claim, set-off or other rights which Guarantor may have at any time against Lender, whether in connection herewith or with any unrelated transactions. Â (c) Guarantor hereby expressly waives, relinquishes and agrees not to assert or take advantage of (i) any right to require Lender to proceed against Borrower or any other party or to pursue any other right or remedy in Lenderâ€™s power before proceeding against Guarantor, or (ii) all rights and remedies accorded to sureties or guarantors except as expressly set forth in this Note. Â (d) Guarantor hereby represents and warrants to Lender that (i) he is an individual with an address of 5220 Spring Valley, LL20, Dallas, Texas 75254; (ii) he has all power and authority to execute, deliver and perform his obligations set forth in this Note; (iii) this Note has been duly and validly executed and delivered by him and constitutes a valid and legally binding obligation of him, enforceable against him in accordance with its terms, except as such enforceability may be limited by creditorsâ€™ rights generally and subject, as to enforceability, to legal principles of general applicability governing the availability of equitable remedies, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iv) the execution, delivery and performance by him of this Note do not and will not (A) violate any applicable Law (as defined in the Purchase Agreement), or (B) result in any material violation of, or material default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any material benefit under, any contract to which Guarantor is a party, other than any such violation, default or right that, individually or in the aggregate, would not reasonably be expected to materially prevent, impede or delay Guarantor from performing its obligations under this Note; and (v) it has the financial capacity to pay and perform the Buyer Obligations, and access to funds necessary for it to fulfill the Buyer Obligations and such access will continue for so long as the Buyer Obligations shall remain in effect. Â 10.Â Joint and Several Liability; Waiver. Each maker, signer, surety, guarantor and endorser hereof, as well as all heirs, successors and legal representatives of said parties, shall be directly and primarily, jointly and severally, liable for the payment of all indebtedness hereunder. Lender may release or modify the obligations of any of the foregoing persons or entities, or guarantors hereof, in connection with this loan without affecting the obligations of the others. All such persons or entities expressly waive presentment and demand for payment, notice of default, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, notice of protest, notice of dishonor, and all other notices and demands for which waiver is not prohibited by law, and diligence in the collection hereof; and agree to all renewals, extensions, indulgences, partial payments, or releases, with or without notice, before or after maturity. No delay or omission of Lender in exercising any right hereunder shall be a waiver of such right or any other right under this Note. Â Promissory NotePage 3 of 5 Â Â 11.Â Waivers. Borrower and any and all endorsers and guarantors of this Note severally waive presentment for payment, notice of nonpayment, protest, demand, notice of protest, notice of intent to accelerate, notice of acceleration and dishonor, diligence in enforcement and indulgences of every kind and without further notice hereby agree to renewals, extensions, exchanges or releases of collateral, taking of additional collateral, indulgences or partial payments, either before or after maturity. Â 12.Â Texas Finance Code. In no event shall Chapter 346 of the Texas Finance Code apply to this Note. To the extent that Chapter 303 of the Texas Finance Code is applicable to this Note, the â€œweekly ceilingâ€ specified in such article is the applicable ceiling; provided that, if any applicable law permits greater interest, the law permitting the greatest interest shall apply. Â 13.Â Governing Law and Venue. Borrower and Lender agree that the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Note, without regard to its conflict of laws provisions. In the event of a dispute involving this Note or the Loan Documents, the undersigned irrevocably agrees that the sole and exclusive venue for such dispute shall lie in a court of competent jurisdiction in HARRIS County, Texas. Â 14.Â Captions and Headings. The captions and paragraph headings in this Note are inserted for convenience only and are not to be used to limit the terms herein. Â 15.Â Supersession. This Note amends, replaces, and supersedes that certain Promissory Note dated DecemberÂ 1, 2023 (the â€œOriginal Noteâ€), by and between Borrower and Lender, but does not constitute a novation of the indebtedness evidenced by the Original Note. This Note, together with the Loan Documents, constitutes the entire agreement of Borrower and Lender with respect to the subject matter contemplated hereby, and may only be amended in a writing signed by both parties hereto. Â 16.Â Purchase Agreement. This Note is made pursuant to, and hereby incorporates by reference, the terms and provisions of the Purchase Agreement cited herein. Â 17.Â Funding Efforts. Notwithstanding anything contained herein to the contrary, or any other writing to the contrary, if Borrower fails to demonstrate good faith efforts and progress to close, consummate, and fund a revolving line of credit with nFusion Capital Finance, LLC, Lender may, in its sole and absolute discretion, by written notice to Borrower, declare the Borrower in material breach of this Amended and Restated Promissory Note and pursue all rights and remedies available to it hereunder. Â Â [The remainder of this page is intentionally blank.] Â Â [Signature page follows.] Â Promissory NotePage 4 of 5 Â Â WHEREFORE, premises considered, the authorized representative of Borrower has executed and entered into this Note to be effective as of the Effective Date. Â Â BORROWER: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, Â a Texas limited liability company Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Â GUARANTOR: Â Â Â Â JAMES BALLENGEE Â Â Â Â By: Â Â Â Â Â LENDER: Â Â Â Â PILOT TRAVEL CENTERS LLC, Â a Delaware limited liability company Â Â Â Â By: Â Â Name: Â Title: Â Â Promissory NotePage 5 of 5 EX-10.39 7 vivakor_ex10-39.htm EXHIBIT 10.39 Â Exhibit 10.39 Â Execution Version Â SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL Â THIS INSTRUMENT COVERS THE INTEREST OF OBLIGOR IN AND TO THE PERSONAL PROPERTY AND EQUIPMENT DESCRIBED ON EXHIBIT â€œAâ€ ATTACHED HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE OFFICIAL RECORDS OF THE SECRETARY OF STATE OF TEXAS. Â A POWER OF SALE HAS BEEN GRANTED IN THIS

SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL. A POWER OF SALE MAY ALLOW THE SECURED PARTY TO TAKE THE COLLATERAL AND SELL IT WIIBOUT GOING TO COURT IN A COLLATERAL FORECLOSURE ACTION UPON DEFAULT BY THE DEBTOR PURSUANT TO THIS SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL. Â FROM Â MERIDIAN EQUIPMENT LEASING, LLC, as Obligor Â TO Â PILOT OFS HOLDINGS LLC, as Secured Party Â DECEMBER 31, 2023 Â For purposes of filing this Security Agreement, Financing Statement and Assignment of Collateral as a financing statement, the mailing address of Obligor is 5220 Spring Valley Road, Suite LL 20, Dallas, Texas 75254. Â ATTENTION RECORDING OFFICER: This instrument is a financing statement of accounts, personal property and equipment and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to the equipment, personal property, and proceeds thereof of Obligor which are further described herein. Â RECORDED DOCUMENT(S) SHOULD BE RETURNED TO: Â Jackson Walker LLP 2323 Ross Avenue, Suite 600 Dallas, Texas 752001 Attn: Pat Knapp Â Â Â Â SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL Â This SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF COLLATERAL (this â€˜â€˜Agreementâ€) is executed on the date set forth in the acknowledgement below, to be effective as of DecemberÂ 31, 2023 (the â€œEffective Dateâ€), is executed and delivered by MERIDIAN EQUIPMENT LEASING, LLC (â€œObligorâ€), a Texas limited liability company whose address is 5220 Spring Valley Road, Suite LL20, Dallas, Texas 75254, in its capacity as a Borrower and Assignee pursuant to the Loan Documents, as defined below, and PILOT OFS HOLDINGS LLC, a Delaware limited liability company, whose address is 20 Greenway Plaza, Suite 500, Houston, Texas 77046 (â€œSecured Partyâ€) in its capacity as the Lender and Assignor pursuant to the Loan Documents. Obligor and Secured Party may sometimes be referred to herein individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â RECITALS Â This Agreement is executed in connection with, and pursuant to the terms of, the Secured Promissory Note of even date herewith, by and among Obligor, as Borrower, and Secured Party, as Lender (the â€œNoteâ€), and that certain Purchase and Sale Agreement of even date herewith by and between Secured Party, as Seller, and Obligor, as Purchaser (the â€œPurchase Agreementâ€). It is a requirement under the Note and Purchase Agreement that the Obligor execute and deliver this Agreement. Â NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligor and Secured Party hereby agree as follows: Â ARTICLE I Definitions Â 1.1 Terms. Terms defined in the Note and the Assignment, as defined below, have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires. Terms not defined herein are defined in the Texas Uniform Commercial Code, as in effect on the date hereof (the â€œUCCâ€), have the meanings specified in the UCC, and the definitions specified in Article 9 of the UCC control in the case of any conflicting definitions in the UCC. Capitalized terms not defined in the UCC, or which have meanings ascribed in the UCC, shall nonetheless have the meanings set forth in the Note, which shall govern and control. The singular number includes the plural and vice versa. Captions of Sections do not limit the terms of such Sections. In addition to terms defined elsewhere in this Agreement, the UCC, and the Note: Â â€œCollateralâ€ means the Equipment, the Rigging Equipment, and the Personalty Collateral. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 1 of 23 Â Â â€œEffective Dateâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œEquipmentâ€ means all of the personal property and equipment described on Exhibit â€œAâ€ attached hereto and made a part hereof for all purposes. Â â€œEvent of Defaultâ€ shall have the meaning set forth in Article V hereof. Â The â€œLoan Documentsâ€ mean the Note, the Purchase Agreement, this Agreement, and any and all renewals, extensions, modifications, amendments, ratifications, restatements, rearrangements and substitutions of all or any part of such documents. Â â€œNoteâ€ has the meaning set forth in the Recitals. Â â€œObligationsâ€ means (i) all indebtedness of Obligor evidenced by the Note, (ii) all other indebtedness, obligations, covenants and liabilities of Obligor arising pursuant to any Loan Document, and (iii) all other indebtedness, obligations, and liabilities of any kind of the Obligor or any of its affiliates or subsidiaries now existing or hereafter arising pursuant to any Loan Document, whether fixed or contingent, joint or several, direct or indirect, primary or secondary, and regardless of how created or evidenced, (iv) all renewals, extensions, modifications, amendments, rearrangements and substitutions of all or any part of the above, whether or not Secured Party executes any agreement or instrument. Â â€œObligorâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œPersonalty Collateralâ€ means all of Obligorâ€™s now owned or hereafter acquired interest in and to all Equipment and Rigging Equipment, including, but not limited to, (i) all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Collateral hereunder, including all liens securing the same, (ii) all information, documents and instruments concerning the Equipment and Rigging Equipment, including title documents, logs, books and records, (iii) any options or rights of first refusal to acquire any of the Collateral, and (iv) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing. Â â€œPermitted Liensâ€ means any lien arising under the Loan Documents. Â â€œPurchase Agreementâ€ has the meaning set forth in the Recitals. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 2 of 23 Â Â â€œRigging Equipmentâ€ means oil working tools, including fittings for load hoses and tank trailers, oil thief gages, sample tubes, gage workerâ€™s trays, hydrometers, plump bobs, graduated cylinders, and any and all other tools used in measuring, testing, sampling and transferring oil to and/or from a tank trailer. Â â€œSecured Partyâ€ has the meaning set forth in the first paragraph of this Agreement. Â â€œSecurity Interestâ€ means the security interest granted by Obliger to Secured Party under this Agreement, which the Parties hereby . Â â€œSecurity Terminationâ€ means such time at which each of the following events shall have occurred on or prior to such time: (a) the indefeasible payment in full of all Obligations in cash and all other amounts payable pursuant to the Loan Documents, and (b) the delivery of any written release or relinquishment of this Agreement by Secured Party to Obliger. Â â€œSupporting Obligationâ€ means a means a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, property, equipment, the Obligations, the Equipment or this Agreement. Â ARTICLE II Creation of Security Interest Â 2.1Â Grant of Lien. In consideration of funds advanced by Secured Party to the Obliger for purchase of the Equipment and Rigging Equipment as set forth in the Loan Documents, and in further consideration of the mutual covenants contained herein, Obliger does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN with a general warranty of title, for the uses, purposes and conditions hereinafter set forth, a purchase-money security interest and lien in and to all of its right, title and interest in and to the Collateral unto Secured Party, and its successors, assigns, trustees, representatives and administrators, WITH POWER OF SALE, to secure payment and performance of the Obligations and for the benefit of Secured Party. Â TO HAVE AND TO HOLD the Collateral unto the Secured Party and its successors, assigns, trustees, representatives and administrators forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Obliger contained in this Agreement. Subject to the Permitted Liens, Obliger does hereby bind itself, its successors and permitted assigns to warrant and forever defend all and singular the Collateral unto the Secured Party and its successors, assigns, trustees, representatives and administrators, against every party whomsoever lawfully claiming or to claim the same, or any part thereof. It is Secured Partyâ€™s and Obligerâ€™s intent that this instrument cover Obligerâ€™s entire interest in the Collateral including, but not limited to, all that certain Equipment described on Exhibit â€œAâ€. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 3 of 23 Â Â 2.2Â Assignment of Implied and Statutory Liens and Securitv Interests. For the same consideration and to further secure the Obligations, and to the maximum extent permitted by law, Obligor hereby TRANSFERS, ASSIGNS, and CONVEYS to Secured Party for its benefit the security interests held by Obligor arising under Chapter 9 of the Texas Business and Commerce Code and any other law, rule or regulation of the State of Texas or the United States. Â 2.3Â Power of Attorney. Obligor does hereby MAKE, CONSTITUTE and APPOINT Secured Party as its true and lawful agent and attorney-in-fact with full power of substitution, either generally or for such periods or purposes as Secured Party may from time to time prescribe, with full power and authority, for and on behalf of and in the name of Obligor, to execute, acknowledge and deliver all such instruments, agreements, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Secured Party, be necessary proper or advisable to effect the intent and purpose of this Agreement; and Obligor shall be bound thereby as fully and effectively as if Obligor had personally executed, acknowledged and delivered any of the foregoing instruments, agreements, certificates and/or other documents. The powers and authorities granted in this paragraph may be exercised by any authorized representative of Secured Party. The power of attorney conferred in this section is granted for valuable consideration and coupled with an interest and is irrevocable so long as a Security Termination has not occurred. The parties acknowledge that the power-of-attorney set forth above is intended primarily as an aid to Secured Party in securing the Collateral, to which it is entitled. Â ARTICLE III Obligorâ€™s Warranties and Covenants Â 3.1Â Payment of Obligations. Obligor covenants that Obligor shall timely pay and perform the Obligations secured by this Agreement. Â 3.2 Representations. Obligor represents and warrants as follows: Â (a)Â Incorporation of Representations and Warranties from Loan Documents. The representations and warranties of Obligor contained in the Note and any other Loan Documents applicable to Obligor or the Collateral are hereby confirmed and restated, each such representation and warranty, together with all related definitions and ancillary provisions, being hereby incorporated into this Agreement by reference as though specifically set forth in this Section. Â (b)Â Title to Collateral and Risk of Loss. Obligor has good and defensible title to the Collateral free from all Liens, claims, security interests or other encumbrances except as permitted by the provisions of this Agreement or other Loan Documents. Except for Secured Partyâ€™s interest in the Collateral, Obligor shall keep the Collateral free and clear of all liens, claims and burdens, including warehousemanâ€™s liens, materialmenâ€™s liens, and other liens or claims that may accrue, save and except for those created pursuant to this Agreement. Obligor shall at all times bear all risks of loss, damage, theft, or destruction of or to the Collateral. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 4 of 23 Â Â (c)Â Taxes, Expenses and Other Payments. Obligor shall timely pay, remit and/or tender all sums due to vendors for repair, maintenance and other work performed on the Equipment. Â (d)Â Licenses, Permits, Regulatory Filings and Compliance. Obligor has at all times obtained and kept current all necessary licenses and permits to use and operate the Collateral. Â (e)Â Obligorâ€™s Address. The address of Obligorâ€™s place of business, residence, chief executive office and office where Obligor keeps its records concerning accounts, contract rights and general intangibles is as set forth in the Preamble of this Agreement, and there has been no change in the location of Obligorâ€™s place of business, residence, chief executive office and office where it keeps such records and no change of Obligorâ€™s name during the four (4) months immediately preceding the date of this Agreement. Obligor hereby represents and warrants that its organizational number is 803294826, the state of its formation is Texas, and the correct form of Obligorâ€™s name is as set forth in its signature block below. Â (f) Formation and Authority. Obligor represents and warrants that (i) to the extent that Obligor is a corporation, partnership or limited liability company, that Obligor is validly constituted and organized in the state of incorporation recited herein, (ii) the individual representative executing this Agreement has the power and authority to bind Obligor to this Agreement in the capacity stated herein. Â (g) Solvency. Obligor is solvent and has adequate funds to conduct its business during the term of this Agreement. Â 3.3Â Obligorâ€™s Payment Duties. Except as provided otherwise herein, nothing contained herein shall limit Obligorâ€™s absolute duty to make timely payment of the Obligations, and receipt by the Secured Party of monies from Obligor in less than the full amount of the Obligations shall be in addition to all other security now or hereafter existing to secure full payment of the Obligations. Â 3.4Â Liability of Secured Party. Secured Party is hereby absolved from all liability for failure to enforce collection of any of such proceeds, and from all other responsibility in connection therewith except the responsibility to account to Obligor for proceeds actually received by Secured Party. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 5 of 23 Â Â 3.5Â Expenses. All expenses incurred by the Secured Party in collection of said proceeds shall be repaid promptly by Obligor; and prior to such repayment, such expenses shall be a part of the Obligations secured hereby. Â 3.6Â Assurances. Obligor authorizes Secured Party to file a financing statement describing the Collateral. Secured Party may use a description of the Collateral in any financing statement as â€œall assetsâ€ or similar wording or any more specific wording. Obligor will at its own expense take all action as Secured Party may at any time request to protect, assure or enforce Secured Partyâ€™s interests, rights and remedies created by, provided in or emanating from this Agreement. Obligor shall (a) upon request of Secured Party, cause the Security Interest to be duly noted on any certificate of title issuable with respect to any of the Collateral and forthwith deliver to Secured Party each such certificate of title; (b) take such steps as Secured Party may request to ensure Secured Party obtains control with respect to all Collateral in which a security interest may be perfected by control, and to cause any bailee in possession of any Collateral to acknowledge that such bailee will act with respect to such Collateral on the instructions of Secured Party without consent by Obligor; (c) promptly advise Secured Party of the assignment to Obligor of any organizational identification number (if Obligor does not currently have one) or of any change in Obligorâ€™s current organizational identification number; and (e) execute and deliver to Secured Party, in due form for filing or recording (and pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Secured Party) security agreements, mortgages, deeds of trust, pledge agreements, consents, waivers, financing statements (and amendments thereof), and other documents, and do such other acts and things, all as may from time to time in the opinion of Secured Party be necessary or desirable to establish and maintain a valid perfected first priority security interest in the Collateral free of all Liens. Obligor shall immediately notify Secured Party of any discontinuance of or change in the address and contact information of Obligorâ€™s place of business, residence, chief executive office or office where it keeps records concerning accounts, contract rights and general intangibles. Â 3.7Â Minimum Guidelines for Condition of Equipment. Obligor covenants and agrees to maintain the Equipment in strict compliance with the following minimum standards, except where otherwise indicated: Â (a)Â Tires. Shall have sound casings capable of carrying its rated load capacity. Steer axel tires are to be original, matched tread, with 12/32 remaining tread depth on all tires. Rear axel to be original, matched tread with 60% remaining tread depth of 100% cross-bar caps on original casings with warranty; Â Security Agreement, Financing Statement and Assignment of Collateral-Page 6 of 23 Â Â (b)Â Body. Shall have not dented or punctured panels (including fuel tanks) and no other damage that costs more than Two Hundred Fifty and No/100s Dollars ($250.00) to repair. All bodies that have been damaged, rusted, or abused must be repaired to original condition, less normal wear and tear. There will be no sheet metal damage including paint and rust on cab, bumper, grill, fuel tanks and attachments to the cab including sleeper boxes, airings, and cab extenders. Frame, crossmembers, springs, axels, axel housings and wheels will be free from cracks, breaks or bends. When included, lift gates will be operable and refrigeration equipment must operate to original designated temperature capacity; Â (c)Â Interiors. Shall be clean, shall have no tears, odors, bums, damage to seats, seat backs, dashes, headliners, door panels or carpeting, original radio and other original equipment to be in place. Gauges and all other operative parts and accessories shall be in working order; Â (d)Â Engine. Shall be mechanically sound, carry manufactureâ€™s recommended oil pressure, have no excessive blow by, no water and/or oil leakage, and have no cracked heads or blocks. Transmission and differentials shall have no seal leakage (including wheel seals - steer and drive axels), shall be operable as originally provided to customer, shall have no excessive gear noise. Obligor will furnish electronic engine ECM codes upon request; Â (e)Â Drive Train Components. Equipment shall be â€œROADWORTHYâ€ capable of operating as originally designed; this specifically includes, but is not limited to, engines, transmissions, axels and allied equipment (i.e., heater/AC system); Â (f) Glass. Windshield shall not be pitted, chipped or cracked in a manner that would fail DOT inspection. Windows and mirrors shall not be broken or cracked, including bulls-eyes or fractures, and all window operating mechanisms shall be operable; Â (g)Â Electrical. Batteries, starters, alternators, etc., shall be operable. Charging system will be operating and batteries will start Equipment under its own power with no dead cells or cracked cases. Lights and wiring shall be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable; Â (h)Â Factory Equipment & In Service Equipment. Factory-installed equipment and any equipment installed in Equipment prior to this Agreement shall be intact and operable, which specifically includes fifth wheel, mudflaps, airfoils, safety equipment, chain boxes, etc.; Â (i)Â Chrome & Bright Metal Trim. Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of purchase shall be free from damage and scrapes; Â (j)Â Brakes. Shoes shall have a minimum of fifty percent (50%) wear left; and Â (k) DOT Standards. Equipment shall pass a complete U.S. Department of Transportation (â€œDOTâ€™) annual inspection. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 7 of 23 Â Â 3.8Â Scheduled Maintenance.Â All scheduled maintenance on tractor and trailer Equipment is current as required by the following Preventative Maintenance Schedule: Â REQUIRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Inspect & Repair Oil Level X Â Â Â Â Inspect & Repair Radiator Fan/Hub/Fluid Level X Â Â Â Â Inspect & Repair Water Pump/Hose/Belt X Â Â Â Â Inspect & Repair Steering Fluid/Hose/Belt/Linkage X Â Â Â Â Inspect & Repair Air Compressor/Hose/Belt X Â Â Â Â Inspect & Repair Alternator/Belt X Â Â Â Â Inspect & Repair/Replace/Secure Fire Extinguisher X Â Â Â Â Inspect & Repair Emergency Triangles/Extra Fuses X Â Â Â Â Inspect & Repair Clutch/Clutch Travel X Â Â Â Â Inspect & Repair Gauges X Â Â Â Â Inspect & Repair Engine Operating Temperature X Â Â Â Â Inspect & Repair Oil Pressure X Â Â Â Â Inspect & Repair AmpmeterVoltmeter X Â Â Â Â Inspect & Repair Steering Play X Â Â Â Â Inspect & Repair Wipers/Washers X Â Â Â Â Inspect & Repair Air Filter Indicator/Air Filter X Â Â Â Â Inspect & Repair Hom X Â Â Â Â Inspect & Repair Heater/Defroster X Â Â Â Â Inspect & Repair Tum Signals/Flasher X Â Â X Â Inspect & Repair Brake Lights X Â Â X Â Inspect & Repair License Plate Light X Â Â X Â Inspect & Repair ABS System/Indicator Light X Â Â X Â Inspect & Repair Exhaust System X Â Â Â Â

Inspect & Repair Headlights/High & Low Beam X Â Â Â Â Inspect & Repair/Replace/Inflate Tires X Â Â X Â Â Security Agreement, Financing Statement and Assignment of Collateral-Page 8 of 23 Â Â REQ IRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Inspect & Repair Wheel Seals X Â Â X Â Inspect & Repair Rims/Lug Nuts X Â Â X Â Inspect & Repair Slack Adjusters X Â Â X Â Inspect & Repair Brake pads and Drums X Â Â X Â Inspect & Repair Brake Chamber X Â Â X Â Inspect & Repair Brake Hoses and Air Lines X Â Â X Â Inspect & Repair Springs/Mounts X Â Â X Â Inspect & Repair Suspension System Air Lines/Bags X Â Â X Â Inspect & Repair Shock Absorbers X Â Â X Â Inspect & Repair Reflectors/Reflective Tape X Â Â X Â Inspect & Repair Mud Flaps/Brackets X Â Â X Â Inspect & Repair Windows/Mirrors/Brackets X Â Â X Â Inspect & Repair Drive Shaft/Transmission X Â Â Â Â Inspect & Repair Coupling System Mounting Bolts X Â Â X Â Inspect & Repair Coupling System Safety Latch/Locking X Â Â Â Â Jaw Â Â Â Â Â Inspect & Repair Coupling System Platform/Frame X Â Â Â Â Inspect & Repair Coupling System Release Arm X Â Â Â Â Inspect & Repair Coupling System Kingpin/Apron Gap X Â Â X Â Inspect & Repair Air Line/Electric Connection to Trailer X Â Â Â Â Inspect & Repair Catwalk/Frame/Centrifuge Mount X Â Â Â Â Inspect & Repair Air Tanks/Mount/Drain Water X Â Â Â Â Inspect & Repair Batteries/Cover X Â Â Â Â Inspect & Repair DEF/Fuel Tanks/Caps X Â Â Â Â Inspect & Repair Loading/Unloading Hoses/Connections X Â Â Â Â Inspect & Repair Centrifuge X Â Â Â Â Inspect & Update Permit Book/Required Stickers Â X Â Â Â Lubricate all lube points Â X Â Â Month Â Â Security Agreement, Financing Statement and Assignment of Collateral-Page 9 of 23 Â Â REQ IRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Lubricate 5th Wheel Â X Â Â Â Test Antifreeze to -40 Degrees Â Â 25,000 miles Â Â Clean Air Filter Â Â 25.000 miles Â Â Change Air Filter Â Â 50.000 miles Â Â Replace Coolant Filter Â Â 25.000 miles Â Â Replace Fuel Filters Â Â 25.000 miles Â Â Inspect & Repair Wheel Bearings Â Â 25.000 miles Â Â Change Oil/Oil Filter Â Â 25.000 miles Â Â Inspect and Repair Gear Oil Â Â 25.000 miles Â Â Inspect & Document NALCO Level PPM Â Â 25.000 miles Â Â Drain and Replace Steering Fluid/Filter Â Â Year Â Â Change Air Dryer Cartridge Â Â 360,000 miles Â Â DOT Annual Inspection Â Â 120 days Â Â Â 3.9 Use, Maintenance and Inspection of Equipment. Â (a)Â Use of Equipment. Obligor shall use the Equipment exclusively in the operation of Obligorâ€™s transportation business and in compliance with all federal, state, local, Indian-Reservation, and foreign statutes, laws, ordinances, and regulations, and applicable insurance policy conditions. Obligor shall ensure that all drivers or operators of the Equipment possess valid commercial driverâ€™s licenses and meet all applicable federal and state driver qualifications and motor safety requirements (including the Federal Motor Carrier Safety Regulations published at 49 C.F.R. Part 391). If, in Secured Partyâ€™s reasonable judgment, a driver is not in compliance with these qualifications and requirements, Obligor shall replace the driver at Secured Partyâ€™s request with one approved by Secured Party. No passenger may be carried without a prior written passenger authorization from Secured Party. No more than one passenger may be carried at one time. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 10 of 23 Â Â (b)Â Maintenance and Repairs. Obligor shall be responsible for all expenses relating to maintenance required by SectionÂ 3.8 of this Agreement and for other regular maintenance of engine, drive-train, axles, brakes, and all other electrical and mechanical systems, repairs of damage to the Equipment necessary to its continued safe and efficient operation, steps to make the Equipment conform to any federal, state, or municipal requirements (including any changes in such requirements), and all lubricants, tires, rims, parts, and supplies involved in such maintenance and repairs. In the event the Equipment shall be disabled for any reason, Obligor and/or its drivers shall immediately notify Secured Party, and Obligor shall abide by Secured Partyâ€™s directions concerning emergency repairs. Obligor, at Obligorâ€™s expense, shall preserve the Equipment in as good working condition as when delivered to Obligor hereunder, as measured by the Minimum Guidelines for Condition of Equipment set forth in SectionÂ 3.7 above, excepting only reasonable wear and tear from normal use, including that Obligor shall cause the Equipment that has been damaged, but not irreparably, to be promptly repaired and restored to at least the conditions required by the Guidelines in SectionÂ 3.7 above. All Equipment repairs and maintenance shall be performed at facilities designated or approved by Secured Party and in compliance with the Preventative Maintenance Schedule set forth in SectionÂ 3.8 above. As proof of compliance, Obligor shall supply Secured Party with all requested invoices, maintenance records, purchase orders and similar documents evidencing compliance with maintenance procedures. If Secured Party reasonably determines that required maintenance and repairs are not being done, Obligor hereby authorizes Secured Party to have such maintenance and repair work done at facilities Secured Party selects and to charge such costs to Obligor. Â (c)Â Modifications to Equipment. Obligor shall make no addition, improvement, or modification to the Equipment unless Secured Party gives Obligor written permission in advance. Any item Obligor affixes with Secured Partyâ€™s approval may be removed only if Secured Party reasonably determines that removal will not damage or lessen the value of the Equipment and Obligor pays for any such removal. Any alterations Secured Party does not approve in writing shall be removed at Obligorâ€™s expense or retained by Secured Party as Secured Partyâ€™s property, at Secured Partyâ€™s option. From time to time, Secured Party may, at its option and expense, make such alterations, additions, or improvements as it shall deem appropriate. Â (d) Inspection. Obligor shall have a full annual DOT inspection pursuant to 49 C.F.R. Â§ 396.17 performed on the tractor and trailer Equipment every three hundred sixty five (365) days or less, and have any necessary maintenance or repairs done, at Obligorâ€™s expense at a maintenance facility designated or approved by Secured Party. Obligor shall provide Secured Party with a copy of the annual inspection report upon completion of the inspection and shall, as directed by Secured party, promptly forward to Secured Party all other inspection, maintenance and repair records for the Equipment. In addition, upon Secured Partyâ€™s request, throughout the duration of this Agreement, Secured Party or Secured Partyâ€™s authorized agent has the right to inspect the Equipment at any reasonable time or place. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 11 of 23 Â Â 3.10 Required Insurance Coverages. Â (a)Â Non-Trucking (Bobtail) Liability Insurance. Obligor shall maintain, at Obligorâ€™s sole expense, public liability (bodily-injury-property damage coverage and environmental-restoration coverage) insurance which shall provide coverage to Obligor in a combined single limit of not less than one million dollars ($1,000,000), with a deductible no greater than one thousand dollars ($1,000) for injury or death to any person or for damage to property in any one occurrence. Such coverage shall be primary, as between Secured Party and Obligor, to any other insurance that may be available from Secured Party. Obligor shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Â (b)Â Physical Damage Insurance. Obligor shall maintain physical damage insurance that will provide coverage to Lessee at all times with a policy limit of at least the outstanding total of principal and interest due and owing pursuant to the Note, for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Obligor shall be responsible for all deductible amounts (which shall not exceed five thousand dollars ($5,000) per occurrence) and for any loss or damage in excess of the policy limit. Â (c) Other Insurance. In addition to the insurance coverages required under Section 3.l0{a) and SectionÂ 3.l0(b), it is solely Obligorâ€™s responsibility to maintain any other insurance coverage that Obligor may desire for the Equipment or for Obligorâ€™s health care or other needs. Obligor holds Secured Party harmless with respect to loss of, or damage to, the Equipment, Obligorâ€™s trailer, or other property, and Secured Party has no responsibility to procure, carry, or maintain any insurance covering loss of, or damage to, the Equipment, Obligorâ€™s trailer, or other property. Obligor acknowledges that Secured Party may, and Obligor hereby authorizes Secured Party to, waive and reject no-fault, uninsured, and underinsured motorist coverage from Secured Partyâ€™s insurance policies to the extent allowed pursuant to Texas law (or such other state law exercising jurisdiction), and Obligor shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 12 of 23 Â Â (d)Â Requirements Applicable to all of Obligorâ€™s Insurance Coverages. Obligor shall procure insurance policies providing the above-described coverages solely from insurance carriers that are rated at least â€œA-â€ by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of Secured Party), and Obligor shall not operate the Equipment under this Agreement unless and until Secured Party has determined that the policies are acceptable (Secured Partyâ€™s approval shall not be unreasonably withheld). Obligor shall furnish to Secured Party written certificates obtained from Obligorâ€™s insurance carriers showing that all insurance coverages required above have been procured from insurance carriers rated at least â€œA-â€ by A.M. Best (or of equivalent financial strength in the commercially-reasonable judgment of Secured Party), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, and the expiration date, and list Secured Party as the primary loss payee, and as an additional insured with primary coverage. If a certificate of insurance provided to Obligor under this Section does not show that written notice of cancellation, or modification of the policy shall be given to Secured Party at least thirty (30) days prior to such cancellation or modification, Obligor shall provide or cause its insurance carrier to provide, this notice to Secured Party. Â (e)Â Obligorâ€™s Liability If Required Coverages Are Not Maintained. IN ADDITION TO OBLIGORâ€™S HOLD HARMLESS/INDEMNITY OBLIGATIONS TO SECURED PARTY UNDER THIS AGREEMENT, OBLIGOR AGREES TO DEFEND, INDEMNIFY, AND HOLD SECURED PARTY HARMLESS FROM ANY DIRECT, INDIRECT, OR CONSEQUENTIAL LOSS, DAMAGE, FINE, EXPENSE, INCLUDING REASONABLE ATTORNEY FEES, ACTIONS, CLAIM FOR INJURY TO PERSONS, INCLUDING DEATH, AND DAMAGE TO PROPERTY THAT SECURED PARTY MAY INCUR ARISING OUT OF OR IN CONNECTION WITH OBLIGORâ€™S FAILURE TO MAINTAIN THE INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT. IN ADDITION, OBLIGOR, ON BEHALF OF OBLIGORâ€™S INSURER, EXPRESSLY WAIVES ALL SUBROGATION RIGHTS AGAINST SECURED PARTY, AND, IN THE EVENT OF A SUBROGATION ACTION BROUGHT BY OBLIGORâ€™S INSURER, OBLIGOR AGREES TO DEFEND, INDEMNIFY, AND HOLD SECURED PARTY HARMLESS FROM SUCH CLAIM. IF OBLIGOR FAILS TO PROVIDE PROPER EVIDENCE OF THE PURCHASE OR MAINTENANCE OF THE INSURANCE REQUIRED ABOVE, THEN SECURED PARTY IS AUTHORIZED BUT NOT REQUIRED TO OBTAIN SUCH INSURANCE AT OBLIGORâ€™S EXPENSE AND TO CHARGE BACK TO OBLIGOR, AMOUNTS REFLECTING SECURED PARTYâ€™S EXPENSE IN OBTAINING AND ADMINISTERING SUCH COVERAGE, INCLUDING THE COST OF PREMIUMS, RETENTIONS, DEDUCTIBLES, AND REASONABLE ADMINISTRATIVE FEES. Â 3.11Â Sublease to Another Party. Obligor shall not, under any circumstances, sublease, rent or assign the Equipment in whole or in part to another party without first obtaining the written consent of Secured Party, which Secured Party may grant or deny in their sole and absolute discretion. Â 3.12 Notices. Upon becoming aware thereof, Obligor promptly will notify Secured Party of any claim, action, or proceeding which could materially and adversely affect the value of, or Obligorâ€™s title to, any of the Collateral, or the effectiveness of the Security Interest. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 13 of 23 Â Â ARTICLE IV Secured Partyâ€™s Warranties and Covenants Â 4.1Â Authority. The Secured Party has the authority to execute this Agreement, and to make the covenants representations, warranties and assignments contained in this Agreement. Â 4.2Â Disclaimer of Warranties. SECURED PARTY, NOT BEING THE MANUFACTURER OR THE VENDOR OF THE EQUIPMENT, HEREBY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE, OR ITS CAPACITY OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, OR ANY PATENT INFRINGMENT OR PATENT OR LATENT DEFECTS, AND OBLIGOR HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY SECURED PARTY. Â ARTICLE V Secured Partyâ€™s Rights Â 5.1Â Secured Partyâ€™s Rights. Secured Party shall have the following rights at all times without regard to the occurrence of an Event of Default: Â (a)Â Assertion of Warranties. Provided no Event of Default has occurred or is continuing hereunder, and so long as the Equipment is subject to this Agreement and Secured Party is legally permitted so to do, Obligor hereby authorizes Secured Party to assert for Obligorâ€™s account, all rights of Obligor under any manufacturerâ€™s, vendorâ€™s or dealerâ€™s warranty on the Equipment. Â (b)Â Information. Secured Party may at any time obtain from any party any information concerning the Collateral, and neither Secured Party nor the person furnishing such information shall be liable to Obligor in respect thereof. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 14 of 23 Â Â (c)Â Performance by Secured Party. Secured Party may, but is not obligated to, perform or attempt to perform any covenant or agreement of Obligor contained herein. If all or any material portion of the Collateral becomes the subject of any proceeding and Obligor fails to defend fully such proceeding and to protect Obligorâ€™s and Secured Partyâ€™s rights in such Collateral in good faith, Secured Party may, at its option but at Obligorâ€™s cost, elect to defend and control the defense of such litigation or other proceeding, and may (i) select and retain counsel, (ii) determine whether settlement shall be offered or accepted, and (iii) determine and negotiate all settlement terms. Secured Party is not required to fulfill any of the obligations of Obligor with respect to any of the Collateral, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of any performance of any party under any of the Collateral, or to present or file any claim, or to take any action to enforce any performance or the payment of any amounts which have been assigned to it, in which it has been granted a security interest, or to which it may be entitled at any time. Â (d)Â Preservation of Collateral. Obligor has the risk of loss of the Collateral. Secured Partyâ€™s duty with respect to any Collateral in the possession of Secured Party is solely to use reasonable care in the custody and preservation of the Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Obligor may request in writing, but failure by Secured Party to comply with any such request shall not of itself be deemed a failure to exercise such reasonable care. SECURED PARTY SHALL NOT BE RESPONSIBLE FOR, NOR SHALL THE OBLIGATIONS (OR OBLIGORâ€™S LIABILITY WITH RESPECT THERETO) BE SUBJECT TO SETOFF OR REDUCTION BY REASON OF, ANY SHORTAGE, DISCREPANCY, DAMAGE, LOSS, OR DESTRUCTION IN OR TO THE COLLATERAL UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SECURED PARTY NOR, IN ANY EVENT, ANY DEPRECIATION IN THE VALUE OF THE COLLATERAL. In the event of any motor vehicle accident, or damage to, loss, or destruction of any part or parcel of the Collateral, in total or in part, Secured Party has the senior priority right, but not the obligation, to elect to receive the proceeds of any all insurance policies, claims, disbursements, reimbursements, and monies of any kind.. Secured Party has no duty to maintain in force, to prevent lapse or impairment of, or to exercise any rights with respect to any of the Collateral or any insurance thereon, or to exercise any rights, options or privileges respecting any of the Collateral or to take any steps necessary to preserve rights against prior or other parties or to enforce collection of the Collateral or any part thereof by legal proceedings or otherwise. The duties of Obligor are to account to Secured Party for Collateral actually received by Secured Party and to receive collections, remittances and payments on such Collateral as and when made and received by Obligor and hold same as Collateral or apply same to the Obligations pursuant to the terms hereof. Â (e)Â Assignment. This Agreement and/or any other part of the Loan Documents may be assigned, in whole or in part, by Secured Party without notice to Obligor, and Obligor agrees not to assert against any such assignee, or assigneeâ€™s assigns, any defense, set-off, recoupment claim or counterclaim which Obligor has or may at any time have against Secured Party for any reason whatsoever. Obligor agrees that if Obligor receives written notice of an assignment from Secured Party, Obligor will continue to perform the Obligations to such assignees as so instructed by Secured Party or their assigns. Obligor agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Secured Party or their assigns. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 15 of 23 Â Â (f)Â Inspection of Collateral. Secured Party shall have the right, in their sole and absolute discretion, to demand an accounting and inspection of the Collateral during normal business hours after giving reasonable prior notice to Obligor. Â (g)Â Defense of Claims. Obligor shall promptly notify Secured Party in writing of the commencement of any legal proceedings affecting Obligorâ€™s title to the Collateral or Secured Partyâ€™s Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Secured Party, as may be necessary to preserve Obligorâ€™s or Secured Partyâ€™s rights affected thereby. If Obligor fails or refuses to adequately or vigorously, in the sole judgment of Secured Party defend Obligorâ€™s or Secured Partyâ€™s rights to the Collateral, Secured Party may take such action on behalf of and in the name of Obligor and at Obligorâ€™s expense. Moreover, Secured Party may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneysâ€™ fees incurred by Secured Party pursuant to this SectionÂ 5.1 or in connection with the defense by Secured Party of any claims, demands or litigation relating to Obligor, the Collateral or the transactions contemplated in this Agreement shall be paid by Obligor on demand plus interest thereon from the date of the advance by Secured Party until reimbursement of Secured Party at the Default Rate. Â ARTICLE VI Default Â 6.1Â Events of Default. The Obligor shall be in default of this Agreement upon the occurrence of any of the following events or conditions (an â€œEvent of Defaultâ€): Â (a)Â Event of Default under Note. An Event of Default under the terms and provision of the Note shall constitute an Event of Default pursuant to this Agreement. Â (b)Â Payment. Any failure to timely pay any indebtedness or the Obligations owed by Obligor pursuant to the Loan Documents. Â (c)Â Covenants. Any failure to perform or observe any of the affirmative or negative covenant of this Agreement, and such failure shall continue for ten (10) days after written notice thereof is sent to Obligor by Secured Party; Â (d)Â Loss, Damage or Destruction of Collateral. The Equipment is lost, damaged, stolen, destroyed, irreparably damaged, confiscated, requisitioned, commandeered, rendered substantially unable to operate, or taken in whole or in part by any party, whether upon foreclosure, levy, execution, attachment, other process of law or equity enforced against Obligor or any other cause. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 16 of 23 Â Â (e)Â Abandonment of Collateral. Any Collateral is (i) abandoned by Obligor, or (ii) Obligor is unresponsive to Secured Partyâ€™s requests or otherwise unable to

identify and confirm the condition, status and location of the Equipment at any time. Â (f) Disposition of Collateral. The Equipment is, without the written consent of Secured Party, transferred, assigned, sold or conveyed by Obligor, in whole or in part, to another party for any purpose. Â (g)Â Failure to Maintain Equipment. A failure to maintain the Equipment in the condition of safety, maintenance and repair set forth in Article 3 of this Agreement or if, in Secured Partyâ€™s reasonable opinion, Obligor has neglected, abused or misused the Equipment in any manner. Â (h)Â Adequate Security. The (i) condition of Obligorâ€™s affairs shall change such that, in the reasonable opinion of Secured Party, Secured Partyâ€™s security in the Collateral is impaired or Secured Partyâ€™s credit risk is increased, or (ii) the fair market value of the Collateral at any time is less than two hundred percent (200%) of the outstanding principal and interest owed by Obligor pursuant to the Note and other Loan Documents. Â (i)Â Cross-Default. Obligor breaches or defaults upon any term or provision of the Purchase Agreement, or any Ancillary Agreements thereto. Â (j)Â Disqualification. Obligor, or any of Obligor representatives, is disqualified by a licensed interstate motor carrier from operating the Equipment. Â (k)Â Breach of Representation or Warranty. Any representation, warranty, certification, or statement made or furnished to Secured Party, whether contained in the Loan Documents or in any other document, by or on behalf of Obligor proves to false, untrue, incomplete or misleading at any time during the term of this Agreement. Â (1)Â Judgments. Any judgment or arbitration awards are entered against Obligor, or Obligor enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount in excess of any available insurance coverage. Â (m)Â Defaults to Third Parties. Any default in the payment or performance of any obligation, or any defined event of default, under the terms of any contracts or instrument (other than the Loan Documents) pursuant to which Obligor or any of its guarantors has incurred any debt or other liability to any other party, including Secured Party. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 17 of 23 Â Â (n)Â Solvency. If the Obliger (i) makes an assignment for the benefit of its creditors, (ii) petitions or applies to any court or tribunal for the appointment of a receiver or trustee for itself or any substantial part of its assets, (iii) starts any proceeding relating to itself under any present or future organization, amalgamation, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction, (iv) in any way consents to, approves or acquiesces in any bankruptcy, reorganization or insolvency proceeding started by any other person, or any proceeding by any other person for the appointment of a receiver or trustee for Obliger or any substantial part of its assets, (v) allows any receivership or trusteeship to remain undischarged for a period often (10) days, or (vi) becomes or is declared by any competent authority to be bankrupt or insolvent. Â (o)Â Material Breach. Any default in the performance of or compliance with any obligation, affirmative or negative covenant, agreement or other provision contained in this Agreement or in any other Loan Document and such default shall continue without remedy for a period of ten (10) days after the earlier of (i) the date upon which written notice thereof shall have been given to Obliger by Secured Party, or (ii) the date upon which Obliger knew or reasonably should have known of such default. Â (p)Â Change in Control. If Obliger is a corporation, partnership, or limited liability company, and (i) any person, entity or group of persons or entities becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the outstanding equity interests of Obligor free and clear of all liens, (ii) any person, entity or group of persons or entities becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the outstanding voting equity interests of Obliger, or (iii) individuals or entities who constitute the Manager(s), General Partner(s), or similar party or parties exercising control of Obliger on the Effective Date shall cease for any reason to control, of record and beneficially, the Obliger. Â 6.2Â Acceleration Upon Default. Upon the occurrence and during the continuance of any Event of Default, Secured Party may declare the entire unpaid principal of, and the interest accrued on, and all other amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Obliger. Whether or not Secured Party elects to accelerate as herein provided, Secured Party may simultaneously, or thereafter, without any further notice to Obliger, exercise any other right or remedy provided in this Agreement or otherwise existing pursuant to the Loan Documents. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 18 of 23 Â Â ARTICLE VII Secured Partyâ€™s Remedies Upon Default Â 7.1Â Possession and Sale of Collateral. Upon the occurrence of an Event of Default or at any time thereafter, and in addition to all other rights of Secured Party, Secured Party shall have the following rights and powers, but not the obligation: Â (a)Â to terminate this Agreement upon written notice to Obligor, without prejudice to any other remedies hereunder; Â (b)Â to cause Obligor, at Obligorâ€™s expense, to promptly assemble the Equipment, Rigging Equipment, and the Personalty Collateral or any item thereof and return the same to Secured Party at such place as Secured Party may designate in writing; Â (c)Â to peaceably seize and possess all Collateral, including the Equipment, the Rigging Equipment, and the Personalty Collateral, including entering upon the premises where the Equipment is located, and, without notice to Obligor, and with or without process, take immediate possession of the Equipment, or render the Equipment unusable or immobile, without liability to Obligor by reason of such entry or taking possession, and without such action constituting a termination of this Agreement unless Secured Party notifies Obligor to such effect; Â (d)Â to sell, lease, or otherwise dispose of the Equipment, the Rigging Equipment, and the Personalty Collateral in a public or private sale or lease transaction, and apply the proceeds of such sale or leasing, after first deducting all costs and expenses of such sale or leasing, to Obligorâ€™ s Obligations hereunder, with Obligor remaining liable for any deficiency and with any excess being retained by Secured Party, and proceed by court action to enforce performance by Obligor of the applicable covenants of this Agreement or to recover damages for the breach thereof. In addition to the foregoing, Obligor shall be obligated hereunder for the payment of all other amounts then or thereafter payable by Obligor to Secured Party hereunder, including without limitation, amounts owing for indemnification. Notwithstanding the foregoing: Â (i) The purchaser of any Collateral sold shall thereafter hold title to the same free from any claim or right, including any equity of redemption, of Obligor. Secured Party may make any such sale subject to any limitation or restriction, including but not limited to a limitation in the method of offering the Collateral or in the number or identity of prospective bidders, which Secured Party may believe to be necessary to comply with any requirement of applicable law or in order to obtain any required approval of the purchase or the purchaser by any governmental authority or officer. No such limitation or restriction shall cause such sale not to be considered a commercially reasonable sale, nor shall Secured Party be liable or accountable to Obligor, nor shall the Obligations be subject to any reduction, by reason of the fact that the proceeds of a sale subject to any such limitation or restriction are less than otherwise might have been obtained. Without notice to or consent by Obligor, Secured Party may exercise all rights as the insured, beneficiary, or owner of any insurance policy and may surrender same and receive the surrender value thereof or sell same pursuant to the terms thereof. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 19 of 23 Â Â (ii) Secured Party shall give Obligor commercially reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice are met if such notice is given in accordance with this Agreement at least ten (I0) days before the time of the sale or disposition. All expenses of seizing, possessing, retaking, holding, preparing for sale, selling, leasing or the like, including Secured Partyâ€™s attorneysâ€™ fees and legal expenses, shall be borne by Obligor. Public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or use of Collateral of the types subject to this Agreement, or public auction, are hereby deemed by Obligor to be commercially reasonable because differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and the credit risks of such sales. Â (iii) At any sale Secured Party may sell any part of the Collateral without warranty of any kind and may specifically disclaim any warranty of title or the like, and none of the foregoing will be considered to make the sale not commercially reasonable. Â ARTICLE VIII Miscellaneous Â 8.1Â Advances. Each and every covenant of Obligor herein contained shall be performed and kept by Obligor solely at Obligorâ€™s expense. If Obligor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Agreement, Secured Party may, but will not be obligated to, make advances to perform the same on Obligorâ€™s behalf, and Obligor hereby agrees to repay such sums and any attorneysâ€™ fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Secured Party at the Default Rate as specified in the Note. Â 8.2Â Notices. All notices, requests, demands, or other communications to or upon the parties hereto shall be deemed to have been given or made if given or made in accordance with the Agreement. Notices may be sent to each party hereunder by USPS certified mail, email or facsimile at the following address: Â If to Secured Party: Â Pilot OFS Holdings LLC 20 Greenway Plaza, Suite 500 Houston, Texas 77046 Attn: Adam Law Email adam.law@pilotwater.com Â Security Agreement, Financing Statement and Assignment of Collateral-Page 20 of 23 Â Â If to Obligor: Â Meridian Equipment Leasing, LLC 5220 Spring Valley Road, Suite LL20 Dallas, Texas 75254 Attn: James Ballengee Email jballengee@ballengeeholdings.com Â 8.3Â Waiver. No waiver, amendment, modification, or alteration of any provision of this Agreement, nor consent by Secured Party to any departure by Obligor from the terms hereof, or from the terms of any other document, shall be effective unless in writing and signed by Secured Party. No waiver by Secured Party of any Event of Default shall be deemed to be a waiver of any other or subsequent Event of Default, nor shall such waiver be deemed to be a continuing waiver. No delay of Secured Party in exercising any right shall be deemed to be a waiver thereof, nor shall one exercise of any right affect or impair the exercise of any other right. Â 8.4Â Time of the Essence. Time is of the essence with regard to this Agreement and the Loan Documents. Â 8.5Â Expenses. To the extent permitted by applicable law Obligor promptly shall pay, upon demand, any out-of-pocket expenses incurred by Secured Party in connection herewith, including all costs, expenses, taxes, assessments, insurance premiums, repairs (including repairs to realty or other property to which any Collateral may have been attached), court costs, reasonable attorneysâ€™ fees, rent, storage costs, and expenses of sales incurred in connection with the administration of this Agreement, the enforcement of the rights of Secured Party hereunder, whether incurred before or after the occurrence of an Event of Default or incurred in connection with the perfection, preservation, or defense of the Security Interest, or the custody. protection, collection, repossession, enforcement of rights or sale of the Collateral. All such expenses shall become part of the Obligations and shall bear interest at the Default Rate from the date paid or incurred by Secured Party until paid by Obligor. Â 8.6Â Binding Effect. The rights of Secured Party hereunder inure to the benefit of its successors and assigns. The terms of this Agreement bind the successors and assigns of the parties hereto. All indemnities by Obligor in favor of Secured Party shall survive the termination or release of this Agreement. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 21 of 23 Â Â 8.7Â Remedies Cumulative. Secured Partyâ€™s rights and remedies under this Agreement or otherwise arising are cumulative and may be exercised singularly or concurrently. Neither the failure nor any delay on the part of the Secured Party to exercise any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of that or any other right, power or privilege. SECURED PARTY SHALL NOT BE DEEMED TO HAVE WAIVED ANY OF ITS RIGHTS UNDER THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT, INSTRUMENT OR PAPER SIGNED BY DEBTOR UNLESS SUCH WAIYER IS EXPRESSED WRITING AND SIGNED BY SECURED PARTY. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The exercise by Secured Party of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Â 8.8Â Financing Statement. Obligor authorizes Secured Party or its agent to file one or more financing statements describing the Collateral. Obligor stipulates and agrees that carbon, photographic, or other reproduction of this Agreement or a financing statement describing the Collateral is sufficient as a financing statement. Â 8.9Â Demand and Protest. Obligor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Secured Party on which Obligor may in any way be liable. Â 8.10Â Severability. If any portion of the Obligations or if any provision of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity of any other portion of the Obligations or any other provision contained herein or contained in any other agreement between Obligor and Secured Party, and the same shall continue in full force and effect according to their terms. Â 8.11Â Choice of Law and Venue. The Loan Documents, and each issue related thereto, including the validity and enforceability thereof, shall be governed and construed according to the laws of the State of Texas without regard to its rules regarding conflicts of law. The Parties hereto knowing and irrevocably agree that venue for any dispute thereunder shall in a court of competent jurisdiction located in Harris County, Texas, and waive and all objections of improper venue for such forum. Â 8.12 Entire Agreement.Â This Agreement together with the other Loan Documents constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto relating to the subject matter hereof. Â Security Agreement, Financing Statement and Assignment of Collateral-Page 22 of 23 Â Â 8.13Â Reinstatement. If any payment received by Secured Party is or must be rescinded or returned, the Obligations shall, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such payment, and the Security Interest shall continue to be effective or be reinstated. Â 8.14Â Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OBLIGOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE ACTIONS OF SECURED PARTY IN NEGOTIATION, ADMINISTRATION OR ENFORCEMENT THEREOF. Â Â [Signature page(s) follow; the remainder of this page is intentionally blank.] Â Security Agreement, Financing Statement and Assignment of Collateral-Page 23 of 23 Â Â SECURED PARTYâ€™S SIGNATURE PAGE Â The undersigned hereby executes, enters into and agrees to be bound by the Security Agreement, Financing Statement and Assignment of Collateral dated DecemberÂ 31, 2023, as Secured Party, as that term is used therein. Â Â SECURED PARTY: Â Â Â Â PILOT OFS HOLDINGS LLC, a Delaware limited liability company Â Â Â Â By: /s/ Zachary Neal Â Name: Zachary Neal Â Title: EVP, Corporate Development Â STATE OF TEXAS Â§ Â Â§ COUNTY OF HARRIS Â§ Â Before me, the undersigned Notary Public, on this day personally appeared Zachary Neal, Executive Vice President, Corporate Development of Pilot OFS Holdings LLC, a Delaware limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Â Given under my hand and seal of office on this the 31st day of December, 2023. Â Â /s/ Yasmin Salgado Â Notary Public in and for the State of Texas Â Â Â Â Security Agreement, Financing Statement and Assignment of Collateral Â Â OBLIGORâ€™S SIGNATURE PAGE Â The undersigned hereby executes, enters into and agrees to be bound by the Security Agreement, Financing Statement and Assignment of Collateral dated DecemberÂ 31, 2023, as Obligor, as that term is used therein. Â Â OBLIGOR: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company Â Â Â By: JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company, its Manager Â Â Â Â By: /s/ James H. Ballengee Â Name: James H. Ballengee Â Title: Manager Â STATE OF TEXAS Â§ Â Â§ COUNTY OF DALLAS Â§ Â Before me, the undersigned Notary Public, on this day personally appeared James H. Ballengee, as Manager of Jorgan Development, LLC, a Louisiana limited liability company, as Manager of Meridian Equipment Leasing, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Â Given under my hand and seal of office on this the 31st day of December, 2023. Â /s/ Carol Holliman Â Notary Public in and for the State of Texas Â Security Agreement, Financing Statement and Assignment of Collateral Â Â EXHIBIT â€œAâ€ THE EQUIPMENT Â [See attached.] Â Â Â Â Â Security Agreement, Financing Statement and Assignment of Collateral-Page A-1 Â Â Exhibit A â€ Equipment Â Equip. # Region Type Year Make Model VIN Class Description UNIT 8500901 STX WATER 2012 PETERBILT 388 1XPWD40XXCD141947 HDV WINCH WINCH 8501061 WTX WATER 2014 MATEX 406 1M9A30323EH036859 TAT TRAILER TRAILER 8501626 STX WATER 2019 KENWORTH T880 1NKDL40XXKR293125 WSE PUMP TRUCK, DAY CAB; W/ GARDNER DENVER, TEE, S/N Q025270, 165 HP, 10K RATING; MCM, MDL. 118 SERIES, 3X4 CENTRIFUGAL PUMP PUMP TRUCK 8501627 WTX WATER 2020 KENWORTH T880 1NKDL40X1LR389405 WSE PUMP TRUCK PUMP TRUCK 8501651 STX WATER 2019 KENWORTH T880 1NKDL40X1KR293126 WSE HOT OILER; ENERGY FABRICATION HOT OIL UNIT, MDL. H55025 HOT OILER 8501652 STX WATER 2019 KENWORTH T880 1NKDL40X5KR293128 WSE HOT OILER; ENERGY FABRICATION HOT OIL UNIT, MDL. H55025 HOT OILER 8540105 STX WATER 2016 PETERBILT 367 1XPSD79X3GD291830 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540106 STX WATER 2016 PETERBILT 367 1XPSD79X5GD291831 HDV TRACTOR TRACTOR 8540107 STX WATER 2016 PETERBILT 367 1XPSD79X7GD291832 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540119 WTX WATER 2020 MACK P64T 1M1PN4GY4LM006383 HDV TRACTOR TRACTOR 8540120 WTX WATER 2020 MACK P64T 1M1PN4GYXLM006503 HDV TRACTOR TRACTOR 8540121 STX WATER 2020 MACK P64T 1M1PN4GY0LM006381 HDV TRACTOR TRACTOR 8540123 WTX WATER 2020 MACK P64T 1M1PN4GYXLM006386 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540124 WTX WATER 2020 MACK P64T 1M1PN4GY2LM006379 VAC VACUUM TRUCK VAC TRUCK 8540125 WTX WATER 2020 MACK P64T 1M1PN4GY9LM006380 HDV TRACTOR TRACTOR 8540126 WTX WATER 2020 MACK P64T 1M1PN4GY4LM006500 HDV TRACTOR TRACTOR 8540127 STX WATER 2020 MACK P64T 1M1PN4GY8LM006502 HDV TRACTOR TRACTOR 8540128 WTX WATER 2020 MACK P64T 1M1PN4GY1LM006504 HDV TRACTOR TRACTOR 8540179 WTX WATER 2012 MACK GU700 1M2AX07Y1CM011321 VAC VACUUM TRUCK VAC TRUCK 8540236 STX WATER 2016 PETERBILT 367 1XPTD40X0GD319566 VAC TRACTOR, DAY CAB, FRUITLAND VAC TRACTOR 8540239 STX WATER 2016 PETERBILT 367 1XPTD40X5GD319580 HDV TRACTOR TRACTOR 8540241 STX WATER 2016 PETERBILT 367 1XPTD40X6GD319586 HDV TRACTOR TRACTOR 8540242 STX

WATER 2016 PETERBILT 367 1XPTD40X8GD319590 HDV TRACTOR, DAY CAB TRACTOR 8540243 STX WATER 2016 PETERBILT 367 1XPTD40X5GD319594 VAC TRACTOR, DAY CAB, VAC TRACTOR 8540297 STX WATER 2020 PETERBILT 567 1XPCD40X2LD668030 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540298 STX WATER 2020 PETERBILT 567 1XPCD40X0LD668026 HDV TRACTOR TRACTOR 8540299 STX WATER 2020 PETERBILT 567 1XPCD40X4LD668028 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540300 STX WATER 2020 PETERBILT 567 1XPCD40X6LD668029 HDV TRACTOR TRACTOR 8540301 STX WATER 2020 PETERBILT 567 1XPCD40X2LD668027 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540302 STX WATER 2020 PETERBILT 567 1XPCD40X4LD668031 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540303 STX WATER 2020 PETERBILT 567 1XPCD40X6LD668032 HDV TRACTOR TRACTOR 8540304 STX WATER 2020 PETERBILT 567 1XPCD40X8LD668033 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540305 STX WATER 2020 PETERBILT 567 1XPCD40XXLD668034 HDV TRACTOR TRACTOR 8540306 STX WATER 2020 PETERBILT 567 1XPCD40X1LD668035 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540307 STX WATER 2020 PETERBILT 567 1XPCD40X3LD668036 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540308 STX WATER 2020 PETERBILT 567 1XPCD40X5LD668037 HDV TRACTOR TRACTOR 8540309 STX WATER 2020 PETERBILT 567 1XPCD40X7LD668038 HDV TRACTOR TRACTOR 8540310 STX WATER 2020 PETERBILT 567 1XPCD40X1LD683425 HDV TRACTOR TRACTOR 8540311 STX WATER 2020 PETERBILT 567 1XPCD40X3LD683426 HDV TRACTOR TRACTOR 8540314 STX WATER 2020 PETERBILT 567 1XPCD40X7LD683428 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540315 STX WATER 2020 PETERBILT 567 1XPCD40X9LD683429 HDV TRACTOR TRACTOR 8540316 STX WATER 2020 PETERBILT 567 1XPCD40X5LD683430 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540317 STX WATER 2020 PETERBILT 567 1XPCD40X7LD683431 HDV TRACTOR TRACTOR 8540318 STX WATER 2020 PETERBILT 567 1XPCD40X9LD683432 HDV TRACTOR TRACTOR 8540319 STX WATER 2020 PETERBILT 567 1XPCD40X0LD683433 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540320 STX WATER 2020 PETERBILT 567 1XPCD40X2LD683434 HDV TRACTOR TRACTOR 8540322 STX WATER 2020 PETERBILT 567 1XPCD40X6LD683436 HDV TRACTOR TRACTOR 8540328 STX WATER 2020 MACK GR64FT 1M1GR4GY0LM013237 HDV TRACTOR TRACTOR 8540329 STX WATER 2020 MACK P64T 1M1PN4GY0LM004775 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540330 STX WATER 2020 MACK GR64FT 1M1GR4GY9LM013091 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540331 STX WATER 2020 MACK AN64T 1M1PN4GY6LM004814 HDV TRACTOR TRACTOR 8540332 STX WATER 2020 MACK AN64T 1M1PN4GYXLM004816 HDV TRACTOR, DAY CAB TRACTOR 8540333 STX WATER 2020 MACK GR64FT 1M1GR4GY6LM013081 HDV TRACTOR TRACTOR 8540334 STX WATER 2020 MACK GR64FT 1M1GR4GY6KM005240 HDV TRACTOR TRACTOR 8540335 STX WATER 2020 MACK GR64FT 1M1GR4GY4LM013239 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540336 STX WATER 2020 MACK P64T 1M1GR3GY8LM015764 HDV TRACTOR TRACTOR 8540337 STX WATER 2020 MACK GR64FT 1M1GR3GY5LM015771 HDV TRACTOR TRACTOR 8540338 WTX WATER 2020 MACK GR64FT 1M1GR4GY0LM013240 HDV TRACTOR TRACTOR 8540339 WTX WATER 2020 MACK GR64FT 1M1GR3GY0LM015757 HDV TRACTOR TRACTOR 8540340 STX WATER 2020 MACK GR64FT 1M1GR3GY4LM015759 HDV TRACTOR TRACTOR 8540341 WTX WATER 2020 MACK GR64FT 1M1GR3GY6LM015763 HDV TRACTOR TRACTOR 8540342 WTX WATER 2020 MACK GR64FT 1M1PN4GY2LM004776 HDV TRACTOR TRACTOR 8540343 WTX WATER 2020 MACK GR64FT 1M1GR3GYXLM015748 HDV TRACTOR TRACTOR 8540344 STX WATER 2020 MACK GR64FT 1M1GR3GY1LM015766 HDV TRACTOR TRACTOR Â Exhibit AÂ Page Aâ€1 Â Â Equip. # Region Type Year Make Model VIN Class Description UNIT 8540345 WTX WATER 2020 MACK GR64FT 1M1GR3GY1LM015749 VAC VACUUM TRUCK VAC TRUCK 8540346 WTX WATER 2020 MACK GR64FT 1M1GR3GYXLM015751 HDV TRACTOR TRACTOR 8540347 WTX WATER 2020 MACK GR64FT 1M1GR4GY9LM013236 HDV TRACTOR TRACTOR 8540349 STX WATER 2020 MACK GR64FT 1M1GR4GY7LM013235 HDV TRACTOR TRACTOR 8540350 WTX WATER 2020 MACK GR64FT 1M1GR4GY2LM013238 VAC VACUUM TRUCK VAC TRUCK 8540351 STX WATER 2020 MACK GR64FT 1M1GR3GY6LM015746 HDV TRACTOR TRACTOR 8540352 WTX WATER 2020 MACK GR64FT 1M1GR3GY8LM015747 HDV TRACTOR TRACTOR 8540353 WTX WATER 2020 MACK GR64FT 1M1GR3GY7LM015769 VAC VACUUM TRUCK VAC TRUCK 8540354 STX WATER 2020 MACK GR64FT 1M1GR3GY5LM012143 HDV TRACTOR TRACTOR 8540355 STX WATER 2020 MACK GR64FT 1M1GR3GY9LM012999 VAC TRACTOR, DAY CAB, CHALLENGER HD607PRO VAC TRACTOR 8540357 WTX WATER 2020 MACK GR64FT 1M1GR3GY7LM012130 HDV TRACTOR TRACTOR 8540358 WTX WATER 2020 MACK GR64FT 1M1GR3GY3LM012142 VAC VACUUM TRUCK VAC TRUCK 8540360 WTX WATER 2020 MACK GR64FT 1M1GR3GY9LM012145 HDV TRACTOR TRACTOR 8550076 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4223LS174187 VAT VAC TRAILER VAC TRAILER 8550077 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174250 VAT VAC TRAILER VAC TRAILER 8550078 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174257 VAT VAC TRAILER VAC TRAILER 8550079 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4224LS174263 VAT VAC TRAILER VAC TRAILER 8550080 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174265 VAT VAC TRAILER VAC TRAILER 8550081 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4223LS174271 VAT VAC TRAILER VAC TRAILER 8550082 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174278 VAT VAC TRAILER VAC TRAILER 8550083 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4221KS174087 VAT VAC TRAILER VAC TRAILER 8550084 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4226KS174151 VAT VAC TRAILER VAC TRAILER 8550085 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4228KS174152 VAT VAC TRAILER VAC TRAILER 8550087 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4227KS140915 VAT VAC TRAILER VAC TRAILER 8550088 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4223KS140930 VAT VAC TRAILER VAC TRAILER 8550089 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4228KS151082 VAT VAC TRAILER VAC TRAILER 8550090 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4221KS140912 VAT VAC TRAILER VAC TRAILER 8550092 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4227KS140929 VAT VAC TRAILER VAC TRAILER 8550093 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4225KS140931 VAT VAC TRAILER VAC TRAILER 8550094 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST422XKS151987 VAT VAC TRAILER VAC TRAILER 8550095 STX WATER 2019 DRAGON PRODUCTS LLC 150 BBL 1UNST4228KS174085 VAT VAC TRAILER VAC TRAILER 8550299 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174363 VAT VAC TRAILER VAC TRAILER 8550302 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4225LS174367 VAT VAC TRAILER VAC TRAILER 8550303 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4225LS174336 VAT VAC TRAILER VAC TRAILER 8550304 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4222LS174262 VAT VAC TRAILER VAC TRAILER 8550305 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174329 VAT VAC TRAILER VAC TRAILER Â Exhibit AÂ Page Aâ€2 Â Â Equip. # Region Type Year Make Model VIN Class Description UNIT 8550306 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST422XLS174364 VAT VAC TRAILER VAC TRAILER 8550307 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4223LS174366 VAT VAC TRAILER VAC TRAILER 8550309 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4223LS174321 VAT VAC TRAILER VAC TRAILER 8550310 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174362 VAT VAC TRAILER VAC TRAILER 8550311 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4221LS174365 VAT VAC TRAILER VAC TRAILER 8550312 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174328 VAT VAC TRAILER VAC TRAILER 8550314 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4227LS174368 VAT VAC TRAILER VAC TRAILER 8550315 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4227LS174371 VAT VAC TRAILER VAC TRAILER 8550317 WTX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4222LS174326 VAT VAC TRAILER VAC TRAILER 8550318 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174369 VAT VAC TRAILER VAC TRAILER 8550319 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4225LS174370 VAT VAC TRAILER VAC TRAILER 8550321 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174377 VAT VAC TRAILER VAC TRAILER 8550322 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4220LS174373 VAT VAC TRAILER VAC TRAILER 8550323 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4222LS174374 VAT VAC TRAILER VAC TRAILER 8550324 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4224LS174375 VAT VAC TRAILER VAC TRAILER 8550400 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4220LS174325 VAT VAC TRAILER VAC TRAILER 8550401 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174332 VAT VAC TRAILER VAC TRAILER 8550402 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4225LS174319 VAT VAC TRAILER VAC TRAILER 8550403 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174324 VAT VAC TRAILER VAC TRAILER 8550404 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174288 VAT VAC TRAILER VAC TRAILER 8550405 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174260 VAT VAC TRAILER VAC TRAILER 8550406 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4220LS174292 VAT VAC TRAILER VAC TRAILER 8550407 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4229LS174291 VAT VAC TRAILER VAC TRAILER 8550410 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4227LS174323 VAT VAC TRAILER VAC TRAILER 8550411 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4224LS174280 VAT VAC TRAILER VAC TRAILER 8550412 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4221LS174320 VAT VAC TRAILER VAC TRAILER 8550414 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4221LS174334 VAT VAC TRAILER VAC TRAILER 8550415 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4221LS174284 VAT VAC TRAILER VAC TRAILER 8550416 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174264 VAT VAC TRAILER VAC TRAILER 8550418 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4227LS174337 VAT VAC TRAILER VAC TRAILER Â Exhibit AÂ Page Aâ€3 Â Â Equip. # Region Type Year Make Model VIN Class Description UNIT 8550422 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4220LS174258 VAT VAC TRAILER VAC TRAILER 8550423 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4224LS174327 VAT VAC TRAILER VAC TRAILER 8550424 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174331 VAT VAC TRAILER VAC TRAILER 8550425 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4224LS174330 VAT VAC TRAILER VAC TRAILER 8550501 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST422XKH015279 VAT VAC TRAILER VAC TRAILER 8550502 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4228KH015278 VAT VAC TRAILER VAC TRAILER 8550503 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4221KH015297 VAT VAC TRAILER VAC TRAILER 8550504 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4223KH015298 VAT VAC TRAILER VAC TRAILER 8550505 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4225KH015299 VAT VAC TRAILER VAC TRAILER 8550507 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST422XKH015301 VAT VAC TRAILER VAC TRAILER 8550508 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4221KH015302 VAT VAC TRAILER VAC TRAILER 8550509 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4223KH015303 VAT VAC TRAILER VAC TRAILER 8550510 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4225KH015304 VAT VAC TRAILER VAC TRAILER 8550511 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4227KH015305 VAT VAC TRAILER VAC TRAILER 8550512 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4229KH015306 VAT VAC TRAILER VAC TRAILER 8550514 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4220KH015307 VAT VAC TRAILER VAC TRAILER 8550515 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4222KH015308 VAT VAC TRAILER VAC TRAILER 8550516 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4224KH015309 VAT VAC TRAILER VAC TRAILER 8550517 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4220KH015310 VAT VAC TRAILER VAC TRAILER 8550518 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4222KH015311 VAT VAC TRAILER VAC TRAILER 8550519 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4224KH015312 VAT VAC TRAILER VAC TRAILER 8550520 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4226KH015313 VAT VAC TRAILER VAC TRAILER 8550521 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4228KH015314 VAT VAC TRAILER VAC TRAILER 8550522 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST422XKH015315 VAT VAC TRAILER VAC TRAILER 8550523 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4221KH015316 VAT VAC TRAILER VAC TRAILER 8550525 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4225KH015318 VAT VAC TRAILER VAC TRAILER 8550526 WTX WATER 2019 GALYEAN EQUIPMENT CO. 150 BBL 1G9ST4227KH015319 VAT VAC TRAILER VAC TRAILER 8550419 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4228LS174282 VAT VAC TRAILER VAC TRAILER 8550420 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST4226LS174295 VAT VAC TRAILER VAC TRAILER 8550421 STX WATER 2020 DRAGON PRODUCTS LLC 150 BBL 1UNST422XLS174333 VAT VAC TRAILER VAC TRAILER Â Exhibit AÂ Page Aâ€4 EX-10.40 8 vivakor_ex10-40.htm EXHIBIT 10.40 Â Exhibit 10.40 Â Execution Version Â PLEDGE AGREEMENT Â THIS PLEDGE AGREEMENT (â€œAgreementâ€) is made and effective as of DecemberÂ 31, 2023 by and between MERIDIAN EQUIPMENT LEASING, LLC, a Texas limited liability company (the â€œPledgorâ€), and PILOT OFS HOLDINGS, LLC, a Delaware limited liability company (the â€œSecured Partyâ€). Â RECITALS Â WHEREAS, the Pledgor and the Secured Party have entered into that certain Purchase and Sale Agreement, dated as of DecemberÂ 22, 2023, by and among the Secured Party, as Seller, and Pledgor, as Purchaser (as amended, modified or supplemented from time to time in accordance with its terms, the â€œPurchase Agreementâ€), pursuant to which the Secured Party has sold all of the issued and outstanding limited liability company membership interests in and to Equipment Transport, LLC, a Pennsylvania limited liability company (the â€œCompanyâ€) to Pledgor in exchange for certain consideration, including, without limitation, that certain Secured Promissory Note of even date herewith in the original principal amount of $12,500,000 made by Pledgor to the order of Secured Party (the â€œNoteâ€); Â WHEREAS, after giving effect to the transactions contemplated by the Purchase Agreement, the Pledgor will be the registered and beneficial owner of all of the issued and outstanding limited liability company membership interests of the Company previously held by the Secured Party (the â€œPledged Securitiesâ€); Â WHEREAS, in order to secure the full, prompt and timely payment when due (whether at the stated maturity, by acceleration or otherwise) of all of the Pledgorâ€™s obligations to the Secured Party hereunder and under the Note (collectively, the â€œObligationsâ€), Pledgor has agreed to pledge the Pledged Securities to the Secured Party irrevocably upon the terms and conditions herein set forth; and Â WHEREAS, the execution and delivery of this Agreement is a condition precedent to the execution and delivery of the Purchase Agreement and the Note. Â NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Â 1.Â Recitals, Construction and Defined Terms. The recitations set forth in the preamble of this Agreement are true and correct and incorporated herein by this reference. In this Agreement, unless the express context otherwise requires: (i) capitalized terms used and not otherwise defined in this Agreement shall have the meaning given such terms in the Note; (ii) the words â€œherein,â€ â€œhereofâ€ and â€œhereunderâ€ and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) references to the words â€œSectionâ€ or â€œSubsectionâ€ refer to the respective Sections and Subsections of this Agreement, and references to â€œExhibitâ€ or â€œScheduleâ€ refer to the respective Exhibits and Schedules attached hereto; and (iv) wherever the word â€œinclude,â€ â€œincludes,â€ â€œincludingâ€ or words of similar import are used in this Agreement, such words will be deemed to be followed by the words â€œwithout limitation.â€ Â Â Â Â 2.Â Pledge. In order to secure the full, prompt and timely payment of all of the Obligations, the Pledgor hereby transfers, pledges, assigns, sets over, delivers and grants to the Secured Party a continuing lien and security interest in and to all of the following property of the Pledgor (all being collectively hereinafter referred to as the â€œCollateralâ€) and all right, title and interest of the Pledgor in and to the Collateral, to-wit: Â (a) the Pledged Securities owned by the Pledgor; Â (b) any certificates representing or evidencing the Pledged Securities, if any; Â (c)Â any and all distributions thereon, and cash and non-cash proceeds and products thereof, including all dividends, cash, distributions, income, profits, instruments, securities, stock dividends, distributions of capital stock or other securities of the Company and all other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon conversion of the Pledged Securities, whether in connection with stock splits, recapitalizations, merger, conversions, combinations, reclassifications, exchanges of securities or otherwise; Â (d)Â any and all voting, management, and other rights, powers and privileges accruing or incidental to an owner of the Pledged Securities and the other property referred to in SectionsÂ 2(a) through 2(c) above; and Â (e) all books and records related to any and all of the foregoing. Â 3.Â Transfer of Pledged Securities. Simultaneously with the execution of this Agreement, Pledgor shall deliver to the Secured Party: (a) if the Pledged Securities are evidenced by physical certificates, then all original certificates representing or evidencing the Pledged Securities, together with undated, irrevocable and duly executed assignments or stock powers thereof in form and substance acceptable to the Secured Party (together with medallion guaranteed signatures, if required by the Secured Party), executed in blank by the Pledgor; (b) if the Pledged Securities are not represented by physical certificates, then undated, irrevocable and duly executed assignment instruments in form and substance acceptable to the Secured Party, executed in blank by the Pledgor; and (c) all other property, instruments, documents and papers comprising, representing or evidencing the Collateral, or any part thereof, together with proper instruments of assignment or endorsement, as the Secured Party may request or require, duly executed by the Pledgor (collectively, the â€œTransfer Documentsâ€). The Collateral and the Transfer Documents (collectively, the â€œPledged Materialsâ€) shall be held by the Secured Party pursuant to this Agreement until the earlier to occur of (i) the indefeasible

payment in full of all of the Obligations, (i) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. In addition, all non-cash dividends, dividends paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution of the Company, instruments, securities and any other distributions, Â Page 2 of 13 Â Â whether paid or payable in cash or otherwise, made on or in respect of the Pledged Securities, whether resulting from a subdivision, combination, or reclassification of the interests or other securities of the Company, or received in exchange for the Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition, or other exchange of assets to which the Company may be a party or otherwise, or any other property that constitutes part of the Collateral from time to time, including any additional certificates representing any portion of the Collateral hereafter acquired by the Pledgor, shall be immediately delivered or cause to be delivered by the Pledgor to the Secured Party in the same form as so received, together with proper instruments of assignment or endorsement duly executed by the Pledgor. Â 4.Â Security Interest Only. The security interests in the Collateral granted to the Secured Party hereunder are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Pledgor with respect to any of the Collateral or any transaction in connection therewith. Â 5.Â Record Owner of Collateral. Until an â€œEvent of Defaultâ€ as defined under the Note has occurred and is continuing, the Pledged Securities shall remain registered in the name of the Pledgor. Pledgor will promptly give to the Secured Party copies of any notices or other communications received by it and with respect to Collateral registered in the name of Pledgor. Â 6.Â Rights Related to Pledged Securities. Subject to the terms of this Agreement, unless and until an Event of Default shall occur and be continuing: Â (a)Â Pledgor shall be entitled to exercise any and all voting, management, and other rights, powers and privileges accruing to an owner of the Pledged Securities, or any part thereof, for any purpose consistent with the terms of this Agreement, provided that no such exercise or action shall adversely affect (i) any of the rights inuring to the Secured Party under any of the Loan Documents, (ii) any of the remedies available to the Secured Party under any of the Loan Documents or (iii) the ability of the Secured Party to exercise any of the same. Â (b)Â Upon the occurrence and continuance of an Event of Default, all rights of the Pledgor in and to the Pledged Securities shall cease and all such rights shall immediately vest in the Secured Party, as may be determined by the Secured Party, although the Secured Party shall not have any duty to exercise such rights or to otherwise realize upon the Collateral in accordance with the terms hereof, or to preserve the same, and the Secured Party shall not be responsible for any failure to do so or delay in doing so. To effectuate the foregoing, the Pledgor hereby grants to the Secured Party a proxy to vote the Pledged Securities for and on behalf of the Pledgor, which proxy is irrevocable and coupled with an interest and which proxy shall be effective upon the occurrence of any Event of Default. Such proxy shall remain in effect until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. The Company hereby agrees that any vote by the Pledgor in violation of this SectionÂ 6 shall be null, void and of no force or effect. Furthermore, all dividends or other distributions received by the Pledgor shall be subject to delivery to the Secured Party in accordance with SectionÂ 3, and until such delivery, any of such dividends and other distributions shall be received in trust for the benefit of the Secured Party, shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to Secured Party in accordance with SectionÂ 3. Â Page 3 of 13 Â Â 7.Â Return of Pledged Materials. Upon the earlier to occur of (i) the indefeasible payment in full of all of the Obligations or (ii) the termination or expiration of this Agreement in accordance with its terms, the Pledgor shall notify the Secured Party in writing to such effect. Upon receipt of such written notice, the Secured Party shall return all of the Pledged Materials in the Secured Partyâ€™s possession to the Pledgor, whereupon any and all rights of Secured Party in and to such Pledged Materials shall be terminated. Â 8.Â Representations, Warranties, and Covenants of the Pledgor and the Company. The Pledgor and the Company hereby covenant, warrant and represent, for the benefit of the Secured Party, as follows (each of the following representations and warranties being deemed to have been made as of the date of this Agreement and as of each date when the Pledged Securities are delivered to the Secured Party hereunder, as applicable): Â (a)Â By virtue of the execution and delivery of this Agreement and upon delivery to the Secured Party of the Pledged Securities (or any certificates represnting the same) in accordance with this Agreement, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral described in SectionÂ 2(a) and SectionÂ 2(b), in each case subject to no prior or other liens of any nature whatsoever. Â (b)Â Upon the filing of a UCC-1 Financing Statement describing the Collateral with the Secretary of State of the State of Texas, the Secured Party will have a valid and perfected, first priority security interest in all of the Collateral in which the Secured Partyâ€™s security interest may be pefectedby the filing of a financing statement under Article 9 of the UCC, in each case subject to no prior or other liens of any nature whatsoever. Â (c)Â Pledgor covenants, that for so long as this Agreement is in effect, Pledgor will defend the Pledged Securities and the priority of the Secured Partyâ€™s security interests therein, at its sole cost and expense, against the claims and demands of all Persons at any time claiming the same or any interest therein. Â (d)Â At its option, the Secured Party may pay, for Pledgorâ€™s account, any taxes (including documentary stamp taxes), Liens, security interests, or other encumbrances at any time levied or placed on the Collateral. Pledgor agrees to reimburse the Secured Party on demand for any payment made or expense incurred by the Secured Party pursuant to the foregoing authorization. Any and all such amounts, to the extent not paid upon demand therefor, shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a). Â (e)Â The Pledged Securities constitute 99% of the securities of the Company owned, legally or beneficially, by the Pledgor. Â Page 4 of 13 Â Â (f)Â The Company and the Pledgor hereby authorize the Secured Party to prepare and file such financing statements, amendments and other documents and do such acts as the Secured Party deems necessary in order to establish and maintain valid, attached and perfected, first priority security interests in the Collateral in favor of the Secured Party, for its own benefit and as the Secured Party for its affiliates, free and clear of all Liens and claims and rights of third parties whatsoever. The Pledgor hereby irrevocably authorizes the Secured Party at any time, and from time to time, to file in any jurisdiction any initial financing statements, amendments, continuations and other documents in furtherance of the foregoing. Â 9.Â Event of Default. The occurrence and continuance of any one or more of the following events shall constitute an â€œEvent of Defaultâ€ under this Agreement: Â (a)Â any written warranty, representation, certificate or statement of the Pledgor in this Agreement or any other Loan Document shall have been false or misleading in any material respect when made or deemed made; Â (b)Â the Pledgor shall fail to perform, comply with or abide by any of the stipulations, agreements, conditions and/or covenants contained in this Agreement or any of the other Loan Documents, in each case after giving effect to any applicable notice or cure period provided therein; or Â (c) An Event of Default shall have occurred and be continuing under the Note. Â 10. Rights and Remedies. Â (a)Â Notwithstanding anything to the contained in this Agreement, subject at all times to the Uniform Commercial Code as then in effect in the State of Texas, upon the occurrence and continuation of an Event of Default, the Secured Partyâ€™s sole and exclusive remedy pursuant to this Agreement and with respect to the Collateral shall be to engage in the Unwinding (as defined in the Purchase Agreement) in accordance with and pursuant to the terms and conditions of this Agreement and the Purchase Agreement. In furtherance thereof, the Secured Party shall have the right, without notice or demand to the Pledgor or the Company to foreclose upon the Collateral and to effect a transfer, assignment or other disposition of all of the Collateral to the Secured Party in connection with the same in full, complete and indefeasible satisfaction of any and all outstanding Obligations. Â (b)Â Subject to compliance with any applicable federal and state securities laws (including, without limitation, the Securities Act of 1933, as amended, blue sky or other state securities laws or similar laws now or hereafter existing analogous in purpose or effect), following any exercise of the Secured Partyâ€™s rights pursuant to SectionÂ 10(a), the Secured Party shall have the absolute right to sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, in any manner it sees fit and shall have no liability to the Pledgor, the Company, or any other Person for selling or otherwise disposing of such Collateral. Â Page 5 of 13 Â Â (c)Â Each right, power and remedy of the Secured Party provided for in this Agreement or any other Loan Document shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement or the Note, or now or hereafter existing at law or in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by the Secured Party of all such other rights, powers or remedies, and no failure or delay on the part of the Secured Party to exercise any such right, power or remedy shall operate as a waiver thereof. No notice to or demand on the Pledgor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Secured Party to any other further action in any circumstances without demand or notice. The Secured Party shall have the full power to enforce or to assign or contract its rights under this Agreement to a third party. Â (d)Â Upon the occurrence and continuance of an Event of Default, the Pledgor and the Company each agree: (i) to take such action and to prepare, distribute and/or file such documents and papers, as are required or advisable in the opinion of the Secured Party and/or its counsel, to effect the transfer of the Collateral to the Secured Party following any exercise by the Secured Party of its rights pursuant to SectionÂ 10(a); (ii) to bear all costs and expenses of carrying out its obligations under this SectionÂ 10(d), which costs and expenses shall constitute Obligations hereunder and be secured hereby and shall further be subject to the provisions of SectionÂ 13(a); and (iii) that there is no adequate remedy at law for the failure by the Pledgor and the Company to comply with the provisions of this SectionÂ 10(d) and that such failure would not be adequately compensable in damages, and therefore agrees that its covenants and agreements contained in this SectionÂ 10(d) may be specifically enforced. Â 11.Â Appointment as Attorney-in-Fact. The Company and Pledgor hereby irrevocably constitute and appoint the Secured Party and any officer of Secured Party, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Pledgor or the Company, as applicable, and in the name of the Pledgor, the Company, or in the name of the Secured Party, as applicable, from time to time in the discretion of the Secured Party, so long as an Event of Default hereunder exists, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, including any financing statements, endorsements, assignments or other instruments of transfer. The Pledgor and the Company each hereby ratify all that said attorneys shall lawfully do or cause to be done pursuant to the power of attorney granted in this SectionÂ 11. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the Obligations are paid and performed in full. Â 12. Continuing Obligation of Pledgor and the Company. Â (a)Â The obligations, covenants, agreements and duties of the Pledgor and the Company under this Agreement shall in no way be affected or impaired by: (i) the modification or amendment (whether material or otherwise) of any of the obligations of the Pledgor or the Company or any other Person, as applicable; (ii) the voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or other similar proceedings affecting the Company, the Pledgor or any other Person, as applicable; (iii) the release of the Company, the Pledgor or any other Person from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Note, by the operation of law or otherwise, including the release of the Companyâ€™s or the Pledgorâ€™s obligation to pay interest or attorneyâ€™s fees. Â Page 6 of 13 Â Â (b)Â The Pledgor and the Company further agree that the Secured Party may take other guaranties or collateral or security to further secure the Obligations, and consent that any of the terms, covenants and conditions contained in the Note may be renewed, altered, extended, changed or modified by the Secured Party or may be released by the Secured Party, without in any manner affecting this Agreement or releasing the Pledgor herefrom, and the Pledgor shall continue to be liable hereunder to pay and perform pursuant hereto, notwithstanding any such release or the taking of such other guaranties, collateral or security. This Agreement is additional and supplemental to any and all other guarantees, security agreements or collateral heretofore and hereafter executed by the Pledgor and the Company for the benefit of the Secured Party, whether relating to the indebtedness evidenced by the Note or not, and shall not supersede or be superseded by any other document or guaranty executed by the Pledgor, the Company or any other Person for any purpose. The Pledgor and the Company hereby agree that the Pledgor, the Company, and any other Persons that may become liable for repayment of the sums due under the Note, may hereafter be released from their liability hereunder and thereunder; and the Secured Party may take, or delay in taking or refuse to take, any and all action with reference to the Note (regardless of whether same might vary the risk or alter the rights, remedies or recourses of the Pledgor), including specifically the settlement or compromise of any amount allegedly due thereunder, all without notice to, consideration to or the consent of the Pledgor, and without in any way releasing, diminishing or affecting in any way the absolute nature of the Pledgorâ€™s obligations and liabilities hereunder. Â (c)Â No delay on the part of the Secured Party in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. The Pledgor and the Company hereby waives any and all legal requirements, statutory or otherwise, that the Secured Party shall institute any action or proceeding at law or in equity or exhaust its rights, remedies and recourses against the Pledgor, the Company or any other Person with respect to the Note, as a condition precedent to bringing an action against the Pledgor or the Company upon this Agreement or as a condition precedent to the exercise of the Secured Partyâ€™s rights under SectionÂ 10(a). The Pledgor and the Company agree that the Secured Party may simultaneously maintain an action upon this Agreement and an action or proceeding upon the Note. Until the earlier to occur of (i) the indefeasible payment in full of all of the Obligations, (ii) the termination or expiration of this Agreement in accordance with its terms or (iii) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor shall not be released by any act or thing that might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety, or by reason of any waiver, extension, modification, forbearance or delay of the Secured Party or any obligation or agreement between the Company or their successors or assigns, and the then holder of the Note, relating to the payment of any sums evidenced or secured thereby or to any of the other terms, covenants and conditions contained therein, and the Pledgor hereby expressly waives and surrenders any defense to liability hereunder based upon any of the foregoing acts, things, agreements or waivers, or any of them. The Pledgor and the Company also waive any defense arising by virtue of any disability, insolvency, bankruptcy, lack of authority or power or dissolution of the Pledgor or the Company, even though rendering the Note void, unenforceable or otherwise uncollectible, it being agreed that the Pledgor and the Company shall remain liable hereunder, regardless of any claim that the Pledgor or the Company might otherwise have against the Secured Party by virtue of the Secured Partyâ€™s invocation of any right, remedy or recourse given to it hereunder or under the Note. In addition, until the earlier to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the termination or expiration of this Agreement in accordance with its terms or (C) following the occurrence of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement, the Pledgor waives and renounces any right of subrogation, reimbursement or indemnity whatsoever, and any right of recourse to security for the Obligations of the Company to the Secured Party. Â Page 7 of 13 Â Â 13. Miscellaneous. Â (a)Â Performance for Pledgor or the Company. The Pledgor and the Company agree and hereby acknowledge that the Secured Party may, in the Secured Partyâ€™s sole discretion, but the Secured Party shall not be obligated to, whether or not an Event of Default shall have occurred, advance funds on behalf of the Company or the Pledgor, without prior notice to the Pledgor or the Company, in order to insure the Companyâ€™s and the Pledgorâ€™s compliance with any covenant, warranty, representation or agreement of the Pledgor or the Company made in or pursuant to this Agreement or the Note, to continue or complete, or cause to be continued or completed, performance of the Pledgorâ€™s and the Companyâ€™s obligations under any contracts of the Pledgor or the Company, or to preserve or protect any right or interest of the Secured Party in the Collateral or under or pursuant to this Agreement or the Note; provided, however, that the making of any such advance by the Secured Party shall not constitute a waiver by the Secured Party of any Event of Default with respect to which such advance is made, nor relieve the Pledgor or the Company of any such Event of Default. The Pledgor and the Company, respectively and as applicable, shall pay to the Secured Party upon demand all such advances made by the Secured Party, in each case with interest thereon from the date of outlay until paid and at rate per annum equal to twelve percent (12%). All such advances shall constitute Obligations hereunder and be secured hereby. Â (b)Â Waivers by Pledgor and the Company. The Company and the Pledgor hereby waive, to the extent the same may be waived under applicable law: (i) notice of acceptance of this Agreement; (ii) all claims and rights of the Pledgor and the Company against the Secured Party on account of actions taken or not taken by the Secured Party in the exercise of the Secured Partyâ€™s rights or remedies hereunder, under any other Loan Documents or under applicable law; (iii) all claims of the Pledgor and the Company for failure of the Secured Party to comply with any requirement of applicable law relating to enforcement of the Secured Partyâ€™s rights or remedies hereunder, under the other Loan Documents or under applicable law; (iv) all rights of redemption of the Pledgor with respect to the Collateral; (v) in the event the Secured Party seeks to

repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (vi) presentment, demand for payment, protest and notice of non-payment and all exemptions applicable to any of the Collateral or the Pledgor or the Company; (vii) any and all other notices or demands which by applicable law must be given to or made upon the Pledgor or the Company by the Secured Party; (viii) settlement, compromise or release of the obligations of any person or entity primarily or secondarily liable upon any of the Obligations; (ix) all rights of the Pledgor or the Company to demand that the Secured Party release account debtors or other persons or entities liable on any of the Collateral from further obligation to the Secured Party; and (x) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Â Page 8 of 13 Â Â (c)Â Waivers by Secured Party. No failure or any delay on the part of the Secured Party in exercising any right, power or remedy hereunder or under any other Loan Documents or under applicable law, shall operate as a waiver thereof. Â (d)Â Modifications, Waivers and Consents. No modifications or waiver of any provision of this Agreement or any other Loan Documents, and no consent by the Secured Party to any departure by the Pledgor or the Company therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given, and any single or partial written waiver by the Secured Party of any term, provision or right of the Secured Party hereunder shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any other right, power or remedy. No notice to or demand upon the Pledgor or the Company in any case shall entitle the Pledgor or the Company to any other or further notice or demand in the same, similar or other circumstances. Â (e)Â Notices. All notices of request, demand and other communications hereunder shall be addressed, sent and deemed delivered in accordance with the Note. Â (f)Â Applicable Law and Consent to Jurisdiction. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions or rule that would cause the application of Laws of any jurisdiction other than those of the State of Texas. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of any federal court located in the State of Texas, for the purposes of any action arising out of this Agreement or the subject matter hereof brought by any party under this Agreement. To the extent permitted by applicable law, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any action under this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the above named courts, (ii) that such action is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the suit, action or proceeding is improper or (v) that this Agreement or the subject matter hereof may not be enforced in or by such courts. Â (g) Survival; Successors and Assigns; Termination. Â (i)Â All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof, and shall continue in full force and effect until this Agreement terminates in accordance with the provisions hereof. Â Page 9 of 13 Â Â (ii)Â Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. If the Secured Party assigns this Agreement and/or its security interest in the Collateral, then such assignment shall be binding upon and recognized by the Pledgor. All covenants, agreements, representations and warranties by or on behalf of the Pledgor or the Company that are contained in this Agreement shall inure to the benefit of Secured Party, its successors and assigns. Neither the Pledgor nor the Company may assign this Agreement, or delegate any of their respective rights or obligations hereunder, in each case without the prior written consent of the Secured Party, which consent may be withheld in Secured Partyâ€™s sole and absolute discretion. Â (iii)Â Notwithstanding anything contained herein to the contrary, and except as otherwise expressly provided herein, this Agreement shall terminate and no longer be in force or effect upon the earliest to occur of (A) the indefeasible payment in full of all of the Obligations, (B) the indefeasible payment in full to the Secured Party of the Threshold Payment Amount or (C) following the occurrence and continuance of an Event of Default hereunder or under the Note and the exercise by the Secured Party of its right to effect a transfer of the Collateral pursuant to the terms hereof, the execution and/or delivery of the Pledged Materials by the Pledgor to the Secured Party in accordance with this Agreement and the Purchase Agreement. Â (h)Â Severability. If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental authority of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein. Â (i)Â Merger and Integration. This Agreement and the other Loan Documents contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto, or by any employee, officer or representative of any party hereto that is not expressly contained herein shall be valid or binding. Â Page 10 of 13 Â Â (j)Â WAIVER OF JURY TRIAL. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY: (i) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY; AND (ii) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE PLEDGOR, ANY COMPANY AND THE SECURED PARTY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT, AND/OR ANY TRANSACTIONS, OCCURRENCES, COMMUNICATIONS, OR UNDERSTANDINGS (OR THE LACK OF ANY OF THE FOREGOING) RELATING IN ANY WAY TO DEBTOR-CREDITOR RELATIONSHIP BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, AND EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY HEREBY AGREE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH OF THE PARTIES HERETO IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PLEDGOR, THE COMPANY AND THE SECURED PARTY, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PLEDGOR, THE COMPANY AND THE SECURED PARTY REPRESENT AND WARRANT THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND/OR THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. Â (k)Â Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a â€œ.pdfâ€ format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or â€œ.pdfâ€ signature page was an original thereof. Â (l)Â Headings. The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof. Â (m)Â Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require. Â (n)Â Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement, including the execution and filing of UCC-1 Financing Statements in any jurisdiction as the Secured Party may require. Â (o)Â Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the partiesâ€™ obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next succeeding Business Day. Â (p)Â Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Â (q)Â Prevailing Party. If any legal action or other proceeding is brought for the enforcement of this Agreement or any other Loan Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or any other Loan Documents, then the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneysâ€™ fees, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Â (r)Â Costs and Expenses. The Pledgor and the Company, jointly and severally, agree to pay to the Secured Party, upon demand, the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Secured Party, which the Secured Party may incur in connection with: (i) the recordation, administration, amendment, waiver or other modification or termination of this Agreement; (ii) the custody or preservation of any of the Collateral; or (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder. All such costs and expenses shall bear interest from the date of outlay until paid, at a rate per annum equal to twelve percent (12%), and shall constitute Obligations hereunder and be secured hereby. Notwithstanding anything contained herein to the contrary, the provisions of this SectionÂ 13(r) shall survive the termination of this Agreement and the termination of the Secured Partyâ€™s security interest hereunder. Â Â [Signature page(s) follow; the remainder of this page is intentionally blank.] Â Page 11 of 13 Â Â IN WITNESS WHEREOF, the parties hereto have duly executed and entered into this Agreement as of the date above written. Â Â PLEDGOR: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, Â a Texas limited liability company Â Â Â Â By: JORGAN DEVELOPMENT, LLC a Louisiana limited liability company, its Manager Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â Signature Page to Pledge Agreement Â Page 12 of 13 Â Â Â SECURED PARTY: Â Â Â PILOT OFS HOLDINGS LLC, Â a Delaware limited liability company Â Â By: /s/ Zachary Neal Â Name: Zachary Neal Â Title: EVP, Corporate Development Â Â Signature Page to Pledge Agreement Â Page 13 of 13 EX-10.41 9 vivakor_ex10-41.htm EXHIBIT 10.41 Â Exhibit 10.41 Â Maxus CAPITAL GROUP Â Master Agreement No. 1452 Â MASTER AGREEMENT OF TERMS AND CONDITIONS FOR LEASE (â€œMaster Agreementâ€) made as of DecemberÂ 28, 2021 between Maxus Capital Group, LLC, a Delaware limited liability company, having its chief executive offices at 959 West St. Clair Avenue, Suite 200, Cleveland, Ohio 44113 (â€œLessorâ€) and Meridian Equipment Leasing LLC, a Texas limited liability company, having its executive offices at 5151 Belt Line Road, Suite 715, Dallas, Texas 75254 (â€œLesseeâ€). Â 1. LEASE Â On the terms and conditions of this Master Agreement, Lessor shall lease to Lessee, and Lessee shall hire from Lessor, the items of personal property (collectively the â€œEquipment,â€ and individually an â€œItemâ€) described in the Schedule(s) which shall incorporate this Master Agreement (each, a â€œScheduleâ€). Each Schedule shall constitute a separate and independent lease and contractual obligation of Lessee. The term â€œLeaseâ€ shall refer to an individual Schedule which Incorporates this Master Agreement. In the event of a conflict between this Master Agreement and any Schedule, the language of the Schedule shall prevail. The Lease shall be effective upon execution by Lessor as its offices. Â 2. TERM Â (a)Â The term of the Lease shall be comprised of a Delivery Term, Installation Term, Base Term, and any applicable Renewal Term, Extension Term, or Holdover Term. The Delivery Term for each Item shall commence on the date the Item is delivered to Lessee and shall end on the Installation Date. The Installation Term shall commence on the Installation Date and terminate on the first day of the month following the Installation Date for the last Item to be installed under a Schedule, (the â€˜lease Term Commencement Dateâ€). The Base Term of the Lease shall begin on the Base Term Commencement Date, and shall, subject to SubsectionÂ 2(b), terminate on the last day of the last month of the Base Term. The date of installation (the â€œInstallation Dateâ€) for any Item shall be the earlier of either (I) the date on which the entity responsible for installing such Item certifies that the Item is installed and placed in good working order, or (ii) if Lessee has caused a delay in the installation of an Item, no later than seven days from the date the Item Is delivered to the Equipment Location specified in the Schedule, or (iii) if Lessee is to install the Item, the third day after delivery. in the event the Equipment is already installed at the Equipment Location of Lessee, there shaft beno Delivery Term and the installation Date shall be the date on which Lessor pays for the Equipment Upon Lessorâ€™s request, Lessee shall execute and deliver to Lessor an installation Certificate, confirming, among other matters, the Installation Date. The Renewal Term shall be any contractually agreed upon term beyond the Base Term or any preceding Renewal Term and shall commence on the day next following the last day of the Base Term or Renewal Term, as applicable. Â (b)Â A Lease may be terminated as of the last day of the last month of the Base Term, any Renewal Term or any Extension Term, as the case may be (such date, the â€œEnd of Termâ€), by written notice given by either Lessor or Lessee to the other not less than six (6) nor more than nine (9) months prior to the End of Term (the â€œEnd of term Noticeâ€). If the Lease is not so terminated at the End of Term, the term of the Lease shall be automatically Extend for successive six (6) month periods (each such period, an â€œExtension Termâ€) until such End of Term notice Is given. No End of Term notice may be revoked without the written consent of the other party. Â 3. RENTAL Â (a)Â The rental amount payable to Lessor by Lessee for the Equipment will be as set forth on the Schedule. As rent for Equipment, Lessee shall pay Lessor (i) in immediately available funds (by such method or means as Lessor shall, from time to time require) and in advance on the Base Term Commencement Date and on the first day of each subsequent month during the Base Term of the Lease the rental, per month (the â€œBase Monthly Rentarâ€™), (or during any Renewal Term the amount of the rent agreed to by the parties, or during any Extension Term, the amount of rent payable as of the end of the preceding Base Term or Renewal Term, or at the Holdover Rate, as applicable) (al rental due during the term of the Lease, collectively the â€œRentâ€) and (ii) on the installation Dale (and monthly thereafter until the Base Term Â Master Lease No. 1452Â Â Â MCG 10/2/19Â Â Â Â Â Commencement Date occurs) an amount equal to 1/30th of the Base Monthly Rental for each Item times the number of days which will elapse from the earlier of the date any payment is made by Lessor for the purchase of such item or the Installation Date of such Item to the first day of the following month. Each remittance from Lessee to Lessor shall contain information as to the Lease for which payment Is made. If Lessor makes any progress or similar payment in respect of any Equipment, such payment shall be treated as an â€œItemâ€ under the Lease, having an Installation Date of the date of such payment, and rent shall be payable with respect thereto as provided in this Subsection 3(a). If Lessor determines in its reasonable judgment that the Lease will not commence for any reason, then Lessee will, within ten (10) days after request by Lessor, repay to Lessor the amount of each such progress payment and all Installation Term rent shall be retained by Lessor. Â (b)Â (I) For any payment of rent or other amount due under a Lease which is past due for more than three (3) days. interest shall accrue at the rate of 8% per annum, from the date such payment was due until payment is received by Lessor, and (ii) for any period during which Lessee is in default hereunder, interest shall accrue at the rate of 12% per annum; provided, that, in the case of clauses (i)) and (ii) if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate. In addition to the above interest, Lessee shall pay Lessor a negotiated flat administrative fee equal to $150 for each such overdue payment in order to reimburse Lessor for its costs and expenses associated with such overdue payment and not as a penalty. Â (c)Â Lessee may prepay, or be credited with amounts against, the Rent due pursuant to any Lease (at Lesseeâ€™s election), at any time or from time to time. In the event that the aggregate sum of (i) the unpaid Base Monthly Rentals for the Base Term of a Lease and (ii) the purchase option stated in such Lease, together with applicable sales tax, II any, and Lessorâ€™s good faith estimate of the property tax as provided in SectionÂ 4 of this Master Agreement, is paid in full and satisfied in advance of the last the day of the last month of the Base Term, then, notwithstanding the notice requirements of SubsectionÂ 2(b) hereof or the remaining Base Term, either party may, by written notice given by either Lessor or Lessee to the other party, terminate such Lease upon thirty (30) calendar daysâ€™ notice. Â 4. TAXES Â The term â€œTaxesâ€ shall mean all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and/or any penalties, fines or interest, which are imposed against or on the Equipment, its use, operation, or ownership, or the rentals or receipts due under the Lease, or penalties arising from the failure to file a return with respect to the Taxes, but shall not include any federal or state taxes based upon or measured by the income of Lessor (including receipt of Rent), except any such Tax that is imposed In lieu of sales or use tax on the Equipment. As of the commencement of the term of the Lease, Lessee shall if permitted by law, and unless otherwise provided In any Schedule, promptly report, file, and pay, and indemnify, and hold Lessor harmless with respect to any and all Taxes. Lessee will, upon request by Lessor, submit to Lessor written evidence of Lesseeâ€™s payment of all Taxes, the basis for its calculation thereof, and copies of any returns filed. Lessee shall also pay to Lessor upon demand (on or before the End of Term, if so requested) Lessorâ€™s good faith estimate of any property Taxes allocable to the Lease, but not yet due and payable as of the End of Term including without limitation personal property taxes). Lessee and Lessor shall thereafter settle the amount due to be paid by Lessee or refunded by Lessor based on the actual property Tax paid. For the avoidance of doubt, Lessor is obligated to file all applicable state and local tax returns with respect to its ownership of the Equipment for the term of the Lease, and pay amounts due thereunder, including any state and local property taxes, subject, in each case, to Lesseeâ€™s reimbursement to Lessor any such taxes. Â 5. NET LEASE Â The Lease is a net lease, it being the Intention of the parties that all costs, expenses and liabilities associated with the Equipment or its lease shall be borne by Lessee. Lesseeâ€™s agreement to pay an obligations under the Lease, including but not limited to Rent, is absolute and unconditional and such agreement is for the benefit of Lessor and its Assignee(s), as such term is defined in SubsectionÂ 11(a). Lesseeâ€™s obligations shall not be subject to any abatement, deferment, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever. Except as may be otherwise expressly provided in the Lease, it shall not terminate, nor shall the obligations of Lessee be affected by reason of any defect in or damage to, or any loss or destruction of, or obsolescence of, the Equipment or any

Item from any cause whatsoever, or the interference with its use by any private person, corporation or governmental authority, or as a result of any Force Majeure Event (as defined in SubsectionÂ 21(g)). It is the express intention of Lessor and Lessee that all Rent and other sums payable by Lessee under the Lease shall be, and continue to be, payable in all events throughout the term of the Lease. The Lease shall be binding upon Lessee, its successors and permitted assigns and shall Inure to the benefit of Lessor and its Assignee(s). Â Master Lease No. 1452Â Â Â MCG 10/2/192Â Â Â Â 6. FINANCE LEASE STATUS Â The parties agree, and Lessee represents for the benefit of Lessor and its Assignee(s), that this lease is a â€œFinance Leaseâ€ as defined by the Uniform Commercial Code (as currently set forth in Title XIII of the Ohio Revised Code, as the same may hereafter be amended, the â€œUCCâ€) and not a lease intended as security. Lessee acknowledges that either (a) Lessee has reviewed and approved any written Supply Contract (as defined in the UCC) covering the Equipment purchased from the â€œSupplierâ€ (as defined in the UCC) thereof for lease to Lessee or (b) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Supplier, (ii) that Lessee may have rights under the Supply Contract; and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract. Â 7. INSTALLATION, RETURN AND USE OF EQUIPMENT Â (a)Â Upon delivery of the Equipment to Lessee, Lessee shall pay all transportation, installation, rigging, packing and insurance charges with respect to the Equipment. In the case of a sale and leaseback transaction, Lessee shall, upon the request of Lessor, certify the date the Equipment was first put into use. Except for Equipment which constitutes vehicles, Lessee will provide the required electric current and a suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer. Â (b)Â Lessee will at all times keep the Equipment In its sole possession and control. The Equipment shall not be moved from the Equipment Location staled in the Schedule without the prior written consent of Lessor and in no event shall the Equipment be moved outside the continental, contiguous United Stales. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the Equipment which apply to the physical possession, use, operation, condition and maintenance of the Equipment. Lessee agrees to obtain all permits and 6oenses necessary for the operation of the Equipment. Â (c)Â Lessee shall not without the prior written consent of Lessor affix or install any accessory, feature, equipment or device to the Equipment or make any improvement, upgrade, modification, alteration or addition to the Equipment (any such accessory, feature, equipment, device or improvement, upgrade, modification, alteration or addition affixed or installed, an â€œImprovementâ€). Title to all Improvements shall, without further act, upon the making, affixing or installation of such Improvement, vest solely in Lessor, except such Improvements as may be readily removed without causing material damage to the Equipment and without in any way affecting or impairing the originally Intended function, value or use of the Equipment (a â€œSeverable Improvementâ€). Provided the Equipment is returned to Lessor in the condition required by the Lease, Including, but not limited to coverage under the manufacturerâ€™s standard maintenance contract, title to any Severable Improvement shall vest in Lessee upon removal. Any Severable Improvement not removed from the Equipment prior to return shall al Lessorâ€™s option remain the property of Lessor and shall be certified for maintenance by the manufacturer, all Lesseeâ€™s expense. Lessee shall notify Lessor In writing no less than sixty (60) days prior to the desired installation date of the type of Improvement Lessee desires to obtain. Lessor may, at any time within ten (10) days after receipt of the notice, offer to provide the Improvement to Lessee upon terms and conditions to be mutually agreed upon. Lessee shall notify Lessor of any third party offers and shall lease the Improvement from Lessor if Lessor meets the material terms of the third-party offer. If Lessee leases an Improvement from Lessor, such lease shall be under a separate Schedule, the Improvement shall not be placed in service by Lessee prior to acquisition by Lessor, and Lessee shall execute and deliver any document necessary to vest title to such Improvement in Lessor. Lessee shall cause all Improvements to be maintained, at Lesseeâ€™s expense, in accordance with the requirements of SectionÂ 8. Unless otherwise agreed to by Lessor, upon the expiration or earlier termination of the Lease, any Improvement shall be d installed and removed from the Equipment by the manufacturer, at Lesseeâ€™s expense. H the Improvement Is removed, the Equipment shall be restored to its unmodified condition and shall be certified for maintenance by the manufacturer, at Lesseeâ€™s expense. In the event an Improvement is provided to Lessee or financed by a party other than Lessor, Lessee shall cause such party to execute and deliver to Lessor such documents as shall be required by Lessor to protect the undiminished and undiluted interests of Lessor and any Assignee(s) in the Equipment and the affected Lease. Â (d)Â Lessee shall at the termination of the Lease for any reason at its expense, de-install, pack and return all but not less than all, the Equipment to Lessor at such location within the continental United States as shall be designated by Lessor in the same condition and appearance as of the installation Date, reasonable wear and tear excepted, and in good operating order and repair, with all current engineering changes prescribed Â Master Lease No. 1452Â Â Â MCG 10/2/193Â Â Â Â by the manufacturer of the Equipment or a maintenance contractor approved by Lessor (the â€œMaintenance Organizationâ€) incorporated in the Equipment Upon redelivery to Lessor, Lessee shall arrange and pay for such repairs (â€œed any) as are necessary for the manufacturer of the Equipment or a Maintenance Organization to accept the Equipment under a maintenance contract al its then standard rates. If the Equipment is not redelivered to Lessor in conformity with all applicable provisions hereof upon the End of Term, then in addition to any other rights and remedies Lessor may otherwise have under the Lease, rental shall be payable by Lessee with respect to such Equipment at a monthly rate determined by Lessor in its reasonable discretion to be the fair market rental that would be payable for the monthly rental of such Equipment In Its required condition, but in no event less than one hundred twenty-five percent (125%) of the then current Rental (in either case, the â€œHoldover Rateâ€) The Holdover Rate shall be communicated In writing by Lessor to Lessee following the scheduled date of redelivery, and shall be payable from such scheduled dale through the date of actual redelivery of the Equipment in conformity with all applicable provisions of this Lease; or the date on which the Equipment Is brought into conformity with all such provisions, if later. Â 8. MAINTENANCE AND REPAIRS Â Lessee shall, during the term of the Lease, maintain in full force and effect a contract with the manufacturer of the Equipment or a Maintenance Organization covering at least prime shift maintenance of the Equipment. Lessee upon request shall furnish Lessor with a copy of such maintenance contract as amended or supplemented. During the term of the Lease, Lessee shall, at its expense, keep the Equipment in good working order, repair, appearance and condition and make all necessary adjustments, repairs and replacements, all of which shall become the property of Lessor. Lessee shall not use or permit the use of the Equipment for any purpose for which, in the opinion of the manufacturer of the Equipment or the Maintenance Organization, the Equipment is not designed or intended. Â 9. OWNERSHIP, LIENS AND INSPECTIONS Â (a)Â Lessee shall keep the Equipment free from any marking or labeling which might be interpreted as a claim of ownership by Lessee or any party other than Lessor and its Assignee(s), and shall affix and maintain tags, decals or plates furnished by Lessor on the Equipment indicating ownership and title to the Equipment in Lessor or Its Assignee(s). Upon at least three (3) business daysâ€™ notice (and during the occurrence and continuance of an Event of Default, with or without notice) to Lessee, Lessor or its agents shall have access to the Equipment and Lesseeâ€™s books and records with respect to the Lease and the Equipment during regular business hours for the purpose of inspection and for any other purposes set forth in the Lease, subject to the health, safety, security and environmental requirements of Lessee; provided, that, absent the occurrence of an Event of Default, such right of access shall not be exercised by Lessor more than quarterly during any calendar year. There shall be no frequency limitation on Lessorâ€™s right to inspect after the occurrence of an Event of Default. Â (b)Â Lessee shall execute and deliver such instruments, Including UCC financing statements, as may need to be filed to evidence the Interest of Lessor and its Assignee(s) in the Equipment and the Lease subject to Lesseeâ€™s reasonable, prompt and timely comments thereon. Lessee authorizes Lessor and its Assignee(s) to file UCC financing statements without Lesseeâ€™s signature to evidence the interest of Lessor and Its Assignee(s) in the Equipment and the Lease. Lessee has no interest In the Equipment except as expressly set forth in the Lease, and that Interest Is a leasehold interest. Lessor and Lessee agree, and Lessee represents for the benefit of Lessor and s Assignee(s) that the Lease is intended to be a â€œtrue leaseâ€ as the term is commonly used under the Internal Revenue Code of 1986, as amended (the â€œCodeâ€). In the event that a Lease is deemed to be a lease intended as securityâ€ or is otherwise deemed to be a secured loan, conditional sale, and/or not a Finance Lease or â€œtrue leaseâ€ (any of the foregoing, a â€œConditional Saleâ€), then Lessee shall be deemed to have granted Lessor a first priority security interest in the Equipment related to such Lease to secure al of Lesseeâ€™s obligations to Lessor under such Lease and such security interest shall be perfected in accordance with the laws of the jurisdiction in which the Equipment is located and the jurisdiction of organization of Lessee. Â (c) LESSEE SHALL KEEP THE LEASE, THE EQUIPMENT AND ANY IMPROVEMENTS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF WHATSOEVER KIND (EXCEPT FOR PERMITTED ENCUMBRANCES DEFINED BELOW) AND LESSEE SHALL NOT ASSIGN THE LEASE OR ANY OF ITS RIGHTS UNDER THE LEASE OR SUBLEASE ANY OF THE EQUIPMENT OR GRANT ANY RIGHTS TO THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. No permitted assignment or sublease shall relieve Lessee of any of its obligations under the Lease and Lessee agrees to Â Master Lease No. 1452Â Â Â MCG 10/2/194Â Â Â Â pay all costs and expenses Lessor may reasonably incur in connection with the failure of Lessee to comply with the foregoing. For purposes of this Master Agreement and each and every Lease, â€œPermitted Encumbrancesâ€ shall mean (i) any lien for taxes or assessments that not yet due or delinquent or which are being contested by Lessee in and through appropriate proceedings, (ii) any statutory or other lien arising in the ordinary course of business and by operation of law with respect to a liability that is not yet due or delinquent or which is being contested by Lessee in and through appropriate proceedings, (in) any pledges or deposits made in the ordinary course of business in compliance with workersâ€™ compensation, unemployment insurance and other social security laws and regulations, and (N) any lien released on or prior to the date hereof without liability or obligation attaching to the Equipment Â 10. DISCLAIMER OF WARRANTIES Â LESSOR LEASES THE EQUIPMENT â€œAS ISâ€ AND BEING NEITHER THE MANUFACTURER OF THE EQUIPMENT NOR THE AGENT OF EITHER THE MANUFACTURER OR THE SUPPLIER, LESSOR DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENTS OR THE LIKE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL FOR ANY REASON INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (II) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (Ill) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING AND WHETHER OR NOT FORESEEABLE. Â (a)Â For the Term of the Lease, Lessor assigns and transfers to Lessee (to the extent possible), and Lessee may have the benefit of, any and all manufacturerâ€™s warranties, service agreements and patent indemnities, if any, with respect to the Equipment; provided, however, that Lesseeâ€™s sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer of the Equipment and not against Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of Lessor or Lessee with respect to the Lease. Â 11. ASSIGNMENT BY LESSOR Â (a)Â Lessee acknowledges and understands that Lessor may assign to a successor, financing lender and/or purchaser (the â€œAssigneeâ€), all or any part of Lessorâ€™s right, title and interest in and to the Lease and the Equipment and Lessee hereby consents to such assignment(s). In the event Lessor transfers or assigns, or retransfers or reassigns, to an Assignee all or part of Lessorâ€™s interest in the Lease, the Equipment or any sums payable under the Lease, whether as collateral security for loans or advances made or to be made to Lessor by such Assignee or otherwise, Lessee covenants that, upon receipt of notice of any such transfer or assignment and instructions from Lessor, (i) Lessee shall, if so instructed, pay and perform its obligations under the Lease to Assignee (or to any other party designated by Assignee), and shall not assign the Lease or any of its rights under the Lease or permit the Lease to be amended, modified, or terminated without the prior written consent of Assignee; and (ii) Lesseeâ€™s obligations under the Lease any abatement, reduction, recoupment, defense, offset or counterclaim for any reason, alleged or proven, including, but not limited to, defect in the Equipment, the condition, design, operation or fitness for use of the Equipment or any loss or destruction or obsolescence of the Equipment or any part thereof, the prohibition of or, other restrictions against Lesseeâ€™s use of the Equipment, the interference with such use by any person or entity, any failure by Lessor to perform any of Its obligations contained In the Lease, any insolvency or bankruptcy of Lessor, or for any other cause, and (ii) Lessee shall, upon request of Lessor, submit documents and certificates as may be reasonably required by Assignee to secure and complete such transfer or assignment, including but not limited to the documents set forth in SectionÂ 16(c) of this Master Agreement, (IV) Lessee shall deliver to Assignee copies of any notices which are required under the Lease to be sent to Lessor, and (v) Lessee shall, if requested, restate to Assignee the representations, warranties and covenants contained in the Lease (upon which Lessee acknowledges Assignee may rely) and shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment Â Master Lease No. 1452Â Â Â MCG 10/2/195Â Â Â Â (b)Â By accepting any assignment or transfer of the Lease or any Interest therein, each Assignee shall be deemed to have agreed that, so long as Lessee ls not in default under the Lease, such Assignee shall take no action to interfere with Lesseeâ€™s quiet enjoyment, possession and use of the Equipment in accordance with the terms of the Lease. No such assignment or conveyance shall relieve Lessor of its express obligations, nor increase Lesseeâ€™s obligations, under the Lease and Lessee agrees it shall not look to any Assignee to perform any of Lessorâ€™s obligations under the Lease. Lessee warrants that it will not enter into negotiations for future lease or financing transactions with an Assignee without prior written consent of Lessor. Â 12. QUIET ENJOYMENT Â Lessor covenants that so long as Lessee is not in default under the Lease, Lessor shall take no action to interfere with Lesseeâ€™s quiet enjoyment, possession and use of the Equipment subject to and in accordance with the provisions of the Lease. Â 13. INDEMNIFICATION Â (a)Â Save and 8lCC8pt to the extent set forth in SubsectionÂ 13(b) below, and save and except to the extent arising from the gross negligence or willful misconduct of Lessor or Assignee, Lessee shall and does agree to Indemnity, defend, protect, save and keep harmless Lessor and its Assignee{s) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses (Including legal fees and expenses) of any kind and nature whatsoever which may be imposed upon, incurred by or asserted against Lessor or its Assignee(s) in any way relating to or arising out of the Lease, the manufacture, ownership, lease, possession, use, condition, or operation of the Equipment (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability, or any claim for patent, trademark or copyright infringement) or any misrepresentation by Lessee in the Lease or any related document or Lesseeâ€™s breach thereof (collectively, â€œLossesâ€). Lessorâ€™s and Assigneeâ€™s rights arising from this Section shall automatically expire upon the expiration of the applicable statute of limitations upon which such claim is based; provided, however, that Lesseeâ€™s obligations under this Section shall not expire as to those claln11, actions, or suits made prior to the expiration of the applicable statute of limitations untl1such claims, actions, or suits are finally resolved by a court of competent jurisdiction with no further right of appeal, or the claiming party elects not to exercise its right to appeal Nothing in this Section shall limit or waive any right of Lessee to proceed against any service provider with respect to, or the manufacturer of, the Equipment, or any component thereof. Â (b)Â Definitions. The following terms shall have the following meanings for purposes of this Master Agreement: Â (i) â€œHazardous Materials Lawsâ€ means all applicable federal, state and focal statutes, laws, ordinances, regulations, rules, orders, determinations, directives and permits relating to any â€œHazardous Materials,â€ including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act. as amended, the Hazardous Materials Transportation Act. as amended, the Federal Water Pollution Control Act, as amended, and the Resource Conservation and Recovery Ad, as amended. Â (ii) Hazardous Materialsâ€ means, without limitation, asbestos, urea formaldehyde}â€™de, polychlorinated biphenyis, petroleum and petroleum based products, methane, radon, lead, any flammable substance or material, any explosive, any radioactive substance or material and any hazardous, dangerous, toxic or regulated waste, substance, pollutant, contaminant or material, Including, without limitation, any substances or materials defined as or included within the definition of â€œhazardous substances,â€ â€œhazardous wastes,â€ â€œhazardous materials,â€ or â€œToxic substancesâ€ under any Hazardous Materials Laws. Â (iii) â€œWetlands Lawsâ€ means, without limitation, 33 C.F.R. Â§328.3 and any comparable state and local law, statute, ordinance, rule or regulation. Â (iv) Terms that are capitalized in this Master Agreement but that are not otherwise defined in this Master Agreement shall have meaning ascribed to them in the Lease. Â Master Lease No. 1452Â Â Â MCG 10/2/196Â Â Â Â (c) Representations aid Indemnity. Â (1)Â Lessee represents and warrants that it will operate the Equipment in the manner of a reasonably prudent operator of a petroleum transport operator. Â (2) Lessee covenants and agrees that:Â (i) Lessee shall, and Lessee shall cause all employees, agents, contractors and subcontractors of Lessee, and all other persons who now or hereafter may operate the Equipment, to be properly trained and versed in any and all federal, state or local statutes, laws, ordinances, rules, guidelines, regulations, orders or directives relating to health, safety, security and environmental conditions (including, but not limited to, any Hazardous Material Laws or Wetlands Laws). Â (3) Lessee covenants and agrees to promptly, but in any event within five (5) business days of such event, notify Lessor in writing of: (0 any notices (whether such notices are received from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of an actual violation or potential violation that is received by Lessee of any Hazardous Materials Laws or of any Wetlands Laws; (ii) 8IIY enforcement, cleanup, removal or other governmental or regulatory demands made in writing or actions instituted or completed pursuant to any Hazardo118 Materials Laws or Wetlands Laws; (iii) any claims or demands made in writing by any third party against any

Lessee or the Facility or by any Lessee relating to actual or alleged damage, contribution obligations, cost recovery compensation, loss or Injury resulting from any Hazardous Materials or Wetlands (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as â€œHazardous Materials or Wetlands Claimsâ€™); and (iv) any discovery of any occurrence or condition as to an Item that could reasonably be determined to cause such Item or any part thereof to be otherwise subject to any restrictions under any Hazardous Materials Laws or Wetlands Laws that would, In the judgment of a reasonably prudent operator, cause such Item to be shut-down or Idled during the term of any Lease. Â (4) Lessor shall have the right, but not the obligation, to join and participate in, as a party if Lessor so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials or Wetlands Claims and to have lessorâ€™s reasonable attorneysâ€™ and consultantsâ€™ fees in connection therewith paid by Lessee upon demand. (5)Â During the term hereof, Lessee shall be solely responsible for, and Lessee agrees to indemnify, protect, defend and hold harmless Lessor, its members, directors, officers, employees, agents, successors, assigns and affiliates (collectively, â€œIndemnified Partiesâ€) from and against, any claim, action, cause of action, lien (except for Permitted Encumbrances), penalty, fine, loss, damage, cost, expense or liability, directly or indirectly, in whole or in part, arising out of or attributable to: (1) the breach, violation or threatened violation of any applicable environmental law, ordinance, regulation, rule, order, determination, directive or permit Including, but not limited to, Hazardous Materials Laws and Wetlands Laws, relating to Lessee and/or the Equipment; and (2) the Impermissible release, discharge, or disposal of Hazardous Materials from an Item, including, without limitation: (a) all consequential damages; (b) the cost of any required or necessary repair, response, cleanup, remediation or detoxification of the item or any adjoining property, Including the soil and ground water thereof, and the preparation and implementation of any remedial or other required plans incurred by Lessor; and (c) an costs and expenses incurred by the Indemnified Parties or any of them in connection with the things described in clauses (a) and (b), Including but not limited to reasonable attorneysâ€™ and consultantsâ€™ fees; provided, however, that nothing contained in this paragraph shall be deemed to (ii) create or give any rights to any person other than Lessor and Its successors and assigns, it being Intended that there shall be no third party beneficiary of such provisions, or (i0 preclude Lessee from seeking indemnification from, or otherwise proceeding against, any third party including, or to seek reimbursement from any insurance policy. Â (6)Â Any costs or expenses incurred by Lessor for which Lessee is responsible or for which Lessee has indemnified the Indemnified Parties or any of them shall be paid to Lessor on demand, and failing prompt payment, shall earn interest at the default rate of 12% per annum until paid in full Â (d)Â Survival Notwithstanding anything in this Master Agreement or any al the other documents by and between the parties to the contrary, the representations and undertakings of Lessee In this Master Agreement shall expire upon the expiration of the applicable statute of limitations with respect to which such claim is based; provided, however, that Lesseeâ€™s obligations under this Section shall not expire as to those claims, actions, or suits made prior to the expiration of the applicable statute of Limitations until such claims, actions, or suits are finally resolved by a court of competent jurisdiction with no further right of appeal, Â Master Lease No. 1452Â Â Â MCG 10/2/197Â Â Â Â or the claiming party elects not to exercise its right to appeal Lessee further acknowledges and agrees that this Master Agreement and the obligations al Lessee shall not be affected by the invalidity or unenforceability of any term or provision of this Master Agreement, any Lease, and any documents ancillary thereto, by and between the parties or by the dissolution or termination of existence of Lessee. Â (e)Â Successors and Assigns.Â The provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. Notwithstanding anything to the contrary contained in this Master Agreement. Lessee shall have no obligation to defend, indemnify or hold harmless Lessor or Its Assignees from any Losses to the extent such Losses arise out of or result from an environmental condition or contamination occurring subsequent to the End of Term of the applicable Lease. Â 14. RISK OF LOSS Â (a)Â Lessee assumes and shall bear the entire risk of loss and damage, whether or not insured against, of every Item from any and every cause whatsoever as of the date the Equipment is delivered to Lessee. Â (b)Â In the event of loss or damage of any kind to any Item, Lessee shall use all reasonable efforts to place the Item in good repair, condition and working order to the reasonable satisfaction of Lessor within sixty (60) days of such loss or damage, unless the manufacturer of the Equipment or a Maintenance Organization determines that such Item has been irreparably damaged, in which case Lessee shall within ten (1OJ days of such determination of irreparable loss, make its election to either pay Lessor the Stipulated Loss Value (as set forth In Attachment A to this Master Agreement) for the irreparably damaged Item or replace the irreparably damaged Item, all as provided in this Section. To the extent that the Item is damaged but not irreparably damaged and if Lessee ls entitled, pursuant to the insurance coverage, to obtain proceeds from such insurance for the repair of the Item, Lessee (provided no Event of Default has occurred) may arrange for the disbursement of such proceeds to the manufacturer or other entity approved by Lessor to perform the repairs to pay the cost of repair. However, Lesseeâ€™s obligation to timely repair the damaged Item is not contingent upon receipt of such insurance proceeds. Â (c)Â In the event that Lessee elects to pay Lessor the Stipulated Loss Value for the irreparably damaged Item, Lessee shall (i) pay such amount (computed as of the first day of the month following the determination of the irreparable damage) to Lessor on the first day of the month following the election by Lessee as provided in (b) above, (i0 pay all Base Monthly Rental for the Item up to the date as al which the Stipulated Loss Value Is paid to Lessor; and (iii) arrange with the applicable Insurance company (with the consent of Lessor) for the disposition of the Irreparably damaged Item if not all the Equipment is irreparably damaged, the Value for Calculation of Stipulated Loss Value valueâ€) as set forth on the Schedule for the irreparably damaged Item shall be multiplied by the applicable percentage set forth In Attachment A to compute the Stipulated Loss Value for such irreparably damaged Item, and the Base Monthly Rental for the undamaged Equipment remaining due (after payment of the Stipulated Loss Value for the irreparably damaged Hem) shall be that amount resulting from multiplying the original Base Monthly Rental by the ratio of the Value of the undamaged Equipment divided by the Value for all the Equipment prior to the damage. Â (d)Â If Lessee elects to replace the irreparably damaged Item, Lessee shall continue all payments under the Lease without interruption, as I no such damage, loss or destruction had occurred, and shall replace such irreparably damaged Item, paying all costs associated with the replacement, and Lessee shall be entitled to ill8Urance proceeds up to the amount expended by Lessee In effecting the replacement. Lessee shall within twenty (20) days following the date of determination of irreparable damage, effect the replacement by replacing the irreparably damaged Item with a â€œReplacement Itemâ€ so that Lessor has good, marketable and unencumbered title to such Replacement Item. The Replacement Item shall have a fair market value equal to or greater than the Item replaced prior to such loss, and anticipated to have a fair market value at the expiration of the Base Term equal to the fair market value that the replaced Item would have had at the end of the Base Term, and be of the same manufacture, model and type and of at least equal capacity to the Item for which the replacement is being made. Upon delivery, such Replacement Item shall become subject to all of the terms and conditions of the Lease. Lessee shall execute all instruments or documents necessary to affect the foregoing. Â (e)Â For purposes of each Lease, the term â€œfair market valueâ€ shall mean the price that would be obtained in an armâ€™ length transaction between a willing buyer-lessee and a willing seller-lessor under no compulsion to sell or lease. In determining the fair market value, the Equipment shall be assumed to be in the condition in which is required to be maintained and returned in the Lease. The Equipment shall be valued on a fully assembled, Installed and operational basis. Â Master Lease No. 1452Â Â Â MCG 10/2/198Â Â Â Â 15. INSURANCE Â During the term of the Lease, Lessee, at Its own expense, shall maintain in regard to the Equipment, Cause of Loss Special Form, property in transit insurance worldwide in scope (i.e., covers claims for damages to an Item anywhere in the world), if the Equipment or any item thereof is removed from its Equipment location, as specified in the applicable Schedule (in each case in an amount not less than the Stipulated Loss Value as identified on Attachment A) and commercial general liability Insurance in amounts and with carriers reasonably satisfactory to Lessor. In lieu of obtaining the Cause of Loss Special Form insurance, Lessee may, with Lessorâ€™s prior written consent (which shall not be unreasonably denied or delayed), participate in a self-insurance program (i.e., a â€œrisk management poolâ€). Lessor shall consider such factors as the then creditworthiness of the Lessee and Lesseeâ€™s Guarantors, the participants in the self-insurance program, the administrator of such program, and such other information as to the program as Lessor may reasonably request in determining whether to consent to Lesseeâ€™s request. Any such insurance shall name Lessor, its successors and/or assigns, as additional insureds, and, as for the Special Form coverage, loss payees, as their interests may appear. Lessee shall not terminate, cancel or alter any Insurance coverage hereunder without at least thirty (30) daâ€™S prior written notice to Lessor and Assignee. Coverage afforded to Lessor shall not be rescinded, impaired, or invalidated by any act or neglect of Lessee. Lessee agrees to supply to Lessor, upon request, evidence ol such insurance. Â 16. REPRESENTATIONS AND WARRANTIES OF LESSEE; FINANCIAL STATEMENTS Â (a)Â Lessee represents and warrants to Lessor and the Assignee that (ij the execution, delivery and performance of this Master Agreement and the Lease were duly authorized and that upon execution of this Master Agreement and the Lease by Lessee and Lessor, the Master Agreement and the Lease will be in full force and effect and constitute a valid, legal and binding obligation of Lessee, and enforceable against Lessee in accordance with their respective terms subject to bankruptcy, Insolvency, reorganization, moratorium and similar laws affecting the enforceability of creditorsâ€™ rights generally and to general principles of equity (whether considered at law or equity); (ii) the Equipment is accurately described in the Lease and all documents of Lessee relating to the Lease; (ii) Lessee is in good standing in the jurisdiction of its organization; (iv) no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other government authority or agency is required with respect to the execution, delivery and performance by Lessee of this Master Agreement or the Lease or, If any such approval, notice, registration or action is required, it has been obtained or done prior to Lesseeâ€™s execution and delivery of the Master Agreement and the Lease; (v) the entering into and performance of this Master Agreement and the Lease will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lesseeâ€™s governing documents, or result in any breach of, or constitute a default under any material contract or obligation of Lessee, or result in the creation of any r1en, charge, security interest or other encumbrance upon the Equipment (except Permitted Encumbrances) pursuant to any instrument to which Lessee is a party or by which it or its property may be bound, except for liens in favor of Lessor created pursuant to this Master Agreement and any Lease; (vi) there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Lessee, materially adversely affect its ability to perform its obligations under the Lease or any related agreement to which it is a party; (vii) aside from the Master Agreement and the Lease, there are no additional agreements between Lessee and Lessor relating to the Equipment; (viii) any and all financial statements and other information with respect to Lessee or Lesseeâ€™s Guarantor (defined below) supplied to Lessor both at the time of delivery to Lessor and at the time of execution of the Lease and any amendment of the Lease, are accurate, true and complete in all material respects; and (ix) the Lease is a commercial lease, and none of the Equipment is intended or will be used for personal, family or household purposes. The foregoing representations and warranties shall survive the execution and delivery of the Lease and any amendments hereto and shall inure to the benefit of Lessor and its Assignee(s). Â (b)Â During the term of the Lease, Lessee will provide Lessor with (i) the annual audited financial statements of Lessee, including consolidating financial statements reflecting subsidiary or affiliated companies, within 120 days after the close of Lesseeâ€™s fiscal year, and (fi) the quarterly financial statements of Lessee, with similar consolidating financial statements, within 60 days after the close of each of its first three fiscal quarters. If Lessee Is a subsidiary of another company or ii there is a guarantor(s) of the Lease (if any, â€œLesseeâ€™s Guarantorâ€), Lessee will also supply any Lesseeâ€™s Guarantorâ€™s, or any other such companyâ€™s or individualâ€™s financial statements by the Â Master Lease No. 1452Â Â Â MCG 10/2/199Â Â Â Â dates and format as described above. Lessorâ€™s obligation to perform under any Lease is subject to the condition that the financial statements furnished to Lessor by Lessee present fairly the financial condition and results of operations of Lessee and its affiliated companies, if any, and of Lesseeâ€™s Guarantor as of the date of such financial statements, and that since the date of such statements there have been no changes in the assets, liabilities or condition (financial or otherwise) which would result in a materially adverse effect. If at any time during the term of the Lease there isa change in the landlord or the mortgagee of any Equipment Location, or I there is a replacement of the lender or secured party under any material credit agreement from which Lessor has received a subordination or lien waiver, then Lessee will notify Lessor of such changes fifteen (15) days prior to such changes coming into effect and will provide to Lessor new subordination or waiver agreements from such replacement parties in form and substance reasonably satisfactory to Lessor. Lessee shall also provide Lessor with such other statements concerning (i) the financial position of Lessee and Lesseeâ€™s Guarantor, if any, and (ii) the Equipment as Lessor may from time to time request. Â (c)Â Upon Lessorâ€™s request, Lessee shall, with respect to each Lease, promptly deliver to Lessor (i) a certificate of a secretarial officer of Lessee certifying the organizational document, resolution (specific or general) or corporate action authorizing the transactions contemplated in the Lease; (ij) an incumbency certificate certifying that the person signing this Master Agreement, the Lease or any related document holds the office the person purports to hold and has authority to sign on behalf of Lessee; (iij) a customary legal opinion of Lesseeâ€™s counsel with respect to matters reasonably contemplated by the representations in clauses (i), (iij), (iv), and (v) of SubsectionÂ 16(a); (iv) an agreement with Lessorâ€™s Assignee with regard to any assignment as referred to in SectionÂ 11; (v) the purchase documents if Lessee has sold or assigned its interest in the Equipment to Lessor; (vi) an insurance certificate evidencing the insurance provided by Lessee pursuant to SectionÂ 15; and (vii) an Installation Certificate duly executed by Lessee. Failure by Lessee to deliver any of these documents when due shall allow Lessor, at Lessorâ€™s option, to continue the Installation Term for the Lease thus delaying the Base Term Commencement Date, to increase the Base Monthly Rental to recover costs incurred by Lessor as a result of the delay, or to cancel the Lease as provided in SectionÂ 17. Â (d)Â Lessee shall provide to Lessor and Lessorâ€™s Assignee at least two (2) weeks prior written notice of any proposed change in Lesseeâ€™s name, jurisdiction of organization or form of organization. (e)Â Lessee shall not release or terminate any UCC filing made in connection with the Lease or the Equipment without the consent of Lessor, save and except for UCC filings unreleased by Lessor subsequent to the End of Term al any Lease as provided in ORC Â§ 1309.509. Â (f)Â Lessee shall not exercise Is right to divide as provided under the laws of the state of its organization, if any such right exists, so long as there are obligations owed Lessor under any agreement, without the express prior written consent of Lessor, such consent not to be unreasonably withheld, delayed or conditioned. Â (g)Â Lessee shall comply with the following financial covenants: (i) Fixed Charge Coverage Ratio. Lessee shall maintain a Fixed Charge Coverage Ratio of not less than 2.00 to 1.00, calculated and tested as of the last day of each fiscal quarter during the Base Term on a trailing twelve-month basis beginning with the fiscal quarter ending DecemberÂ 31, 2021. As used herein, â€œFixed Charge Coverage Ratioâ€ means (1) the EBITDA of Lessee, being the sum of net income plus(+) interest expense, plus (+) federal, state and local income taxes, plus (+) depreciation and amortization, such sum to be divided by (2) the aggregate payment obligations of Lessee, being the principal payments on all long-term debt, plus(+) Interest expense, plus(+) federal, state and local Income taxes. Â (ii) Leverage Ratio. Lessee shall maintain a Leverage Ratio of not more than 3.00 to t .00, calculated and tested as of the last day of each fiscal quarter during the Base Term beginning with the fiscal quarter ending DecemberÂ 31, 2021. As used herein, the â€œLeverage Ratioâ€ means total liabilities minus(-) Subordinated Debt, as defined below, divided by(+) tangible net worth (total assets minus(-) intangible assets, which include patents and copyrights, minus (-) total liabilities, plus (+) Subordinated Debt. â€œSubordinated Debiâ€ means the present balance of liabilities owed by Lessee to its equity members, officers, and affiliated companies, as identified in a debt schedule provided by Lessee of the same date as the applicable fiscal quarter financial statements for which this Leverage Ratio Is being calculated.(iii) Cash Flow Distribution: After the Base Term Commencement Date and continuously thereafter while any Rent payments are due and owing Lessor, any equitable distribution of cash by Lessee to its members is subject to the approval of Lessor, which approval shall not be unreasonable withheld, conditioned or delayed. Â Master Lease No. 1452Â Â Â MCG 10/2/1910Â Â Â Â 17. DEFAULT, REMEDIES Â (a) The following shall be deemed â€œEvents of Defaultâ€ under the Lease: Â (1)Â Lessee fails to pay any installment of Rent or other charge or amount due under the Lease within the sooner to occur of: (i) five (5) days after such payment is due; and (ii) two (2) days after Lessee receives notice that such payment is overdue; or Â (2) Except as expressly permitted in the Lease, Lessee attempts to, or actually does, remove, sell, encumber, assign or sublease any of the Equipment, fails to insure any of the Equipment, or fails to deliver any documents required of Lessee under the Lease; or Â (3)Â Lessee attempts to, or actually does, exercise its right to divide as provided under the laws of the state of its organization, if any such right exists, without first obtaining Lessorâ€™s prior written consent; or Â (4)Â Any representation or warranty made by Lessee or Lesseeâ€™s Guarantor in the Lease or any guaranty or any document supplied in connection with either (including without limitation any financial statement) Is misleading In any material respect on the date when made or delivered, as the case may be; or Â (5)Â Lessee fails to maintain the insurance required in SectionÂ 15 herein above; or Â (6)Â Lesseeâ€™s Guarantor: (a) Is in default of any obligation under the applicable guaranty or repudiates its obligations thereunder or (b) is a natural person who dies or is adjudicated non compos mentis during the term of any applicable lease; or Â (7)Â Lessee fails to observe or perform any of the other obligations required to be observed by Lessee under the Lease, and such default shall continue unremedied for a period of thirty (30) days of Lesseeâ€™s first knowledge of such failure, or if Lessee institutes and thereafter diligently pursues such cure within such thirty (30) day period such failure is not remedied within ninety (90) days after Lessee is aware of such failure; or (8)Â Lessee or Lesseeâ€™s Guarantor: (a) ceases doing business as a going concern; (b) sells all or a material portion of its assets or more than 50% of Lesseeâ€™s voting control is transferred to another entity or person, in either case in one or

more related transactions (without regard to the amount of time between any two such transactions or the relationship between the transferring entity and the entity to which such interests or assets are transferred); (c) makes an assignment for the benefit of creditors; (d) admits In writing its inability to pay its debts as they become due; (e) files a voluntary petition in bankruptcy; (f) is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or failing to deny the material allegations of a petition filed against It in any such proceeding; (g) remains in default under any material credit agreement involving indebtedness in excess of $500,000 for a period of ten (1O) business days; (h) has suffered a material adverse change in its financial condition or business operations; or (i) consents to or acquiesces in the appointment of a trustee, receiver, or liquidator for it or of all or any substantial part of its assets or properties, or if ii or its trustee, receiver, liquidator or shareholders shall take any action to effect its dissolution or liquidation, and, in each case, such proceeding is not discharged within sixty (60) days; or Â (9)Â If within sixty (60) days after the commencement of any proceedings against Lessee or Lesseeâ€™s Guarantor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment (with or without Lesseeâ€™s or Lesseeâ€™s Guarantorâ€™s consent) of any trustee, receiver or liquidator of it or all of or any substantial part of its respective assets and properties, .such appointment shall not be vacated; or Â (10)Â Lessee is in default in the payment or performance of any obligation under any agreement with Lessor, whether, by way of example and not limitation, a lease, a loan or an instrument. Â Master Lease No. 1452Â Â Â MCG 10/2/1911Â Â Â Â Â (b)Â Upon the occurrence and continuance of any Event of Default, Lessor may declare Lessee to be in default. Lessee authorizes Lessor at any time thereafter to enter any premises where the Equipment may be and take possession of the Equipment or render ii unusable. If Lessor elects or is required to file a replevin action, Lessee hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto. Lessee shall, upon such declaration of default, without further demand, immediately pay Lessor an amount which is equal to (i) any unpaid amount due on or before Lessor declared the Lease to be in default, plus (ii) as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Stipulated Loss Value for the Equipment computed as of the date the last Base Monthly Rental payment was due prior to the date Lessor declared the Lease to be in default, together with interest, as provided herein, plus (iii) all attorney and court costs incurred by Lessor or its Assignee relating to the enforcement of its rights under the Lease. After the occurrence and continuance of an Event of Default, at the request of Lessor and to the extent requested by Lessor, Lessee shall immediately comply with the provisions of SubsectionÂ 7(d) and Lessor may sell the Equipment at private or public sale, in bulk or in parcels, with or without notice, without having any Item present at the place of sale; or Lessor may lease, otherwise dispose of or keep idle all or part of the Equipment, subject, however, to any obligation at law or in equity to mitigate damages. The proceeds of sale, lease or other disposition, if any, of the Equipment shall be applied (1) to all Lessorâ€™s costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of the Equipment including reasonable attorney fees; then (2) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for the Equipment and all other sums owed by Lessee under the Lease, including any unpaid Rent which accrued to the date Lessor declared the Lease to be in default and indemnities then remaining unpaid under the Lease; then (3) to reimburse to Lessee the amount of the Stipulated Loss Value previously paid by Lessee as liquidated damages; and (4) any surplus shall be retained by Lessor (or, in the case of a Conditional Sale, any surplus shall be remitted to Lessee). Lessee shall pay Lessor any deficiency in (1) and (2) immediately. Lessor may also proceed by appropriate court action, either at law or in equity, without posting bond, to enforce performance by Lessee of the applicable covenants of the Lease or to recover damages for the breach of the Lease. (c)Â The waiver by Lessor of any breach of any obligation of Lessee shall not be deemed a waiver of any future breach of the same or any other obligation. The subsequent acceptance of rental payments under the Lease by Lessor shall not be deemed a waiver of any such prior existing breach at the time of acceptance of such rental partners. The rights afforded Lessor under SectionÂ 17 shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for the Lease or now or later existing in law (including as appropriate all the rights of a secured party or lessor under the UCC) or in equity and Lessorâ€™s exercise or attempted exercise of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies. Â (d)Â In the event Lessee shall fall to perform any of its obligations under the Lease, then Lessor may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, all such costs and expenses shall become immediately due and payable upon Lesseeâ€™s receipt of an invoice, therefore. Â 18. LESSORâ€™S TAX BENEFITS Â Unless otherwise provided in the Schedule, Lessee acknowledges that Lessor shall be entitled to claim for federal income tax purposes depreciation deductions (based on Lessorâ€™s ownership of the Equipment during the term of the Lease, hereinafter called â€œDepreciation Deductionsâ€) and in an amount based on Lessorâ€™s cost to acquire the Equipment. Lessor may use any method of depreciation or other cost recovery formula permitted by the Code. Lessor may also claim interest deductions (â€œInterest Deductionsâ€) as permitted by the Code on the aggregate interest paid to any Assignee. Lessee agrees to take no action inconsistent (including the voluntary substitution of Equipment) with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Lessor of Depreciation Deductions or Interest Deductions. Lessee hereby indemnifies Lessor and its Assignee(s) from and against (a) any loss, disallowance, unavailability or recapture of Depreciation Deductions or Interest Deductions resulting solely from any action or failure to act of Lessee, including the voluntary substitution of the Equipment, plus (b) all interest, penalties, costs, (including attorney fees), or additions to tax resulting from such loss, disallowance, unavailability or recapture. Â Master Lease No. 1452Â Â Â MCG 10/2/1912Â Â Â Â 19. SECURITY DEPOSITS Â For the purpose of securing all of Lesseeâ€™s obligations under this Master Agreement and all Schedules, Lessee grants Lessor a security interest In any security deposit described in any Schedule. Any such security deposit may be commingled by Lessor with other funds without any interest payable to Lessee. Upon an Event of Default by Lessee under a Lease, Lessor may, but shall not be ob6gated to, apply any such security deposit to any obligation of Lessee under any Lease, in which event Lessee shall promptly restore the amount thereof on demand. Upon compliance by Lessee with all terms of the Master Agreement and each Schedule, and within thirty (30) days after the End of Term, Lessor shall return lo Lessee the balance of any such security deposit relating to such Lease. Lessee agrees that, in the event of Lesseeâ€™s bankruptcy, Lessor shall be entitled to set off and retain any amount of the security deposit against any and all amounts due to Lessor from Lessee, whether such amounts are classified as â€œpre-petitionâ€ or â€œpost-petitionâ€ liabilities and whether or not the same are entitled to priority. Â 20. RESERVE PAYMENTS Â For the purpose of securing all of Lesseeâ€™s obligations under this Master Agreement and all Schedules, Lessee grants Lessor a security interest in any reserve payments described in any Schedule (the â€œReserve Paymentsâ€). Lessor shall have no duty to account to Lessee for interest, if any, earned on such Reseî\19 Payments. Such Reserve Payments may be commingled by Lessor with its other funds. Upon an Event of Default by Lessee under each Lease, Lessor may, but shall not be obligated to, apply any such Reserve Payments to any obligation of Lessee under any Lease, in which event Lessee shall promptly restore the amount thereof on demand. Upon compliance by Lessee with all terms of this Master Agreement and each Schedule, and within thirty (30) days after the End of Term of the last Schedule then outstanding under this Master Agreement, Lessor shall return to Lessee the balance of any such Reserve Payments. Lessee agrees that, In the event Lessee: (a) files a voluntary petition in bankruptcy; (b) is adjudicated a bankrupt or an insolvent; or (c) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or failing to deny the material allegations of a petition filed against it in any such proceeding, Lessor shall be entitled to set off and retain any amount of the Reserve Payments against any and all amounts due Lessor from Lessee, whether such amounts are classified as â€œpre-petitionâ€ or â€œpost-petitionâ€ liabilities and whether or not the same are entitled to priority. 21. GENERAL Â (a)Â EACH LEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO (THE â€œSTATE1, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. LESSEE HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO SUBMIT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE AND/OR FEDERAL COURTS IN THE STATE. LESSOR AND LESSEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF EACH LEASE OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LESSOR AND LESSEE. EACH OF THE PARTIES ALSO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT IN THE STATE OF OHIO. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. Â (b)Â The Lease constitutes the entire and only agreement between Lessee and Lessor with respect to the lease of the Equipment, and the parties have only those rights and have incurred only those obligations as specifically set forth herein. The covenants, conditions, terms and provisions of the Lease may not be waived or modified orally. The Lease may not be amended or discharged except by a subsequent written agreement entered into by duly authorized representatives of Lessor and Lessee. Â (c)Â All notices, consents or requests desired or required to be given under the Lease shall be in willing and shall be delivered in person or sent by certified mail, return receipt requested, or by courier service to the address of the other party set forth in the introduction of the Master Agreement or to such other address as such party shall have designated by proper notice. Â Master Lease No. 1452Â Â Â MCG 10/2/1913Â Â Â Â (d)Â Each Schedule shall be executed in two counterparts, consecutively numbered. To the extent, if any, that a Schedule constitutes chattel paper (as such term is defined in the UCC), no security interest in the Schedule may be created through the physical transfer or possession of any counterpart other than Counterpart No.1 thereof. The Master Agreement is not chattel paper by itself. Â (e)Â Section headings are for convenience only and shall not be construed as part of the Lease. Â (f) To the extent permitted by applicable law, ii is expressly understood that all of the Equipment shall be and remain personal property, notwithstanding the manner in which the same may be attached or affixed to realty, and, upon Lessorâ€™s request, Lessees shall secure from its mortgagee, landlord or owner of the premises a waiver in form and substance reasonably satisfactory to Lessor. Â (g)Â The obligations of Lessor under the Lease shall be suspended to the extent that ii is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God or the public enemy, fires, storms, accidents, failure of the Supplier to deliver any Item, governmental regulations or interferences, declaration of a national emergency, the outbreak of an epidemic, or any cause whatsoever not within the reasonable control of Lessor (a â€œForce Majeure Eventâ€). Lessor shall take commercially reasonable steps to ameliorate and remove the Force Majeure Event to enable it to resume performance hereunder. Notwithstanding anything to the contrary in any other writing, a Force Majeure Event shall be deemed not to have occurred (i) to the extent a Force Majeure Event was intentionally initiated or acquiesced to by Lessor, or Oi) the inability of Lessor to perform was caused by Lessorâ€™s lack of available funds. Â (h)Â Any provision of the Master Agreement or any Schedule prohibited by, or unlawful or unenforceable under, any applicable law of any Jurisdiction shall be ineffective as to such jurisdiction without invalidating the remaining provisions of the Master Agreement and such Schedule in such jurisdiction or invalidating such provision in any other jurisdiction. (i)Â As an administrative convenience to Lessor and Lessee, Lessee agrees that Lessor shall have the right, without further act or authorization by Lessee, to insert or complete missing or incomplete terms in any Schedule or other document relating to the Lease, including without limitation serial numbers and dates, and to correct manifest errors in such terms; provided that such changes do not materially alter the intent of both parties. Lessee shall execute and deliver such documents and instruments as Lessor may reasonably request in order to confirm any such insertion, completion or correction. Â (j)Â Lessee agrees that Lessor may charge Lessee, and Lessee agrees to pay Lessor, reasonable administrative fees to perform any action requested by Lessee that Lessor is not otherwise expressly required to perform under the Lease. Â (k)Â Each Lease and each writing executed and delivered by the parties in connection herewith shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Â (l)Â If more than one person or entity signs this Master Agreement, then the liability of the undersigned under each Schedule Issued pursuant hereto shall be joint and several, and this Master Agreement shall be enforceable in full against each of the undersigned. Â (m)Â Each of Lessor and Lessee agrees to execute and deliver such additional documents and to take such other and further actions as may be necessary and appropriate to fully carry out the transactions contemplated by this Master Agreement. Â (n)Â Attached to this Master Agreement as Attachment â€œBâ€ is a reasonably similar copy of current form of Master Equipment Lease in effect between Lessee, as lessor, and various third parties, as lessees, as may be amended from time to time. Â Â [THE REMAINING SPACE ON THIS PAGE WAS LEFT BLANK INTENTIONALLY. THE NEXT PAGE IS THE SIGNATURE PAGE.] Â Master Lease No. 1452Â Â Â MCG 10/2/1914Â Â Â Â Lessee: Meridian Equipment Leasing LLC Â Lessor: Maxus capital Group, LLC Â By: Jorgan Development, LLC, its Manager Â Â Â Â Â Â Â Â By: Â Â By: Â Â Â Â Â Â Print Name: Â Â Print Name: Â Â Â Â Â Â Title: Â Â Title: Â Â Master Lease No. 1452Â Â Â MCG 10/2/1915Â Â Â Â Maxus CAPITAL GROUP Â ATTACHMENT A Â To Maxus Lease No. 1452, dated DecemberÂ 28, 2021, between Maxus Capital Group, LLC and Meridian Equipment Leasing LLC. Â To calculate Stipulated Loss Value, multiply the applicable percentage, below, by the Value of the applicable Item(s) set forth on the Schedule. If no such Value is set forth on the Schedule, the value shall be Lessorâ€™s Cost of such Item. Â Percentage figures represent the percentage after the corresponding rental payment period. Â Rental Month Number Â Stip Loss Percent Â Rental Month Number Â Stip Loss Percent Â Rental Month Number Â Stip Loss Percent 1 Â 108.2 Â 21 Â 87.8 Â 41 Â 67.4 2 Â 107.18 Â 22 Â 86.78 Â 42 Â 66.38 3 Â 106.15 Â 23 Â 85.76 Â 43 Â 65.36 4 Â 105.14 Â 24 Â 84.74 Â 44 Â 64.34 5 Â 104.12 Â 25 Â 83.72 Â 45 Â 63.32 6 Â 103.1 Â 26 Â 82.7 Â 46 Â 62.3 7 Â 102.08 Â 27 Â 81.68 Â 47 Â 61.28 8 Â 101.06 Â 28 Â 80.66 Â 48 Â 60.26 9 Â 100.04 Â 29 Â 79.64 Â 49 Â 59.24 10 Â 99.02 Â 30 Â 78.62 Â 50 Â 58.22 11 Â 98 Â 31 Â n.60 Â 51 Â 57.2 12 Â 96.98 Â 32 Â 76.58 Â 52 Â 56.18 13 Â 95.96 Â 33 Â 75.56 Â 53 Â 55.16 14 Â 94.94 Â 34 Â 74.54 Â 54 Â 54.14 15 Â 93.92 Â 35 Â 73.52 Â 55 Â 53.12 16 Â 92.9 Â 36 Â 72.5 Â 56 Â 52.1 17 Â 91.88 Â 37 Â 71.48 Â 57 Â 51.08 18 Â 90.86 Â 38 Â 70.46 Â 58 Â 50.06 19 Â 89.84 Â 39 Â 69.44 Â 59 Â 49.04 20 Â 88.82 Â 40 Â 68.42 Â 60 Â 48.02 Â Â Â Â THEREAFTER 48.02 LESSEE: Â Â LESSOR: Â Â Â Master Lease No. 1452Â Â Â MCG 10/2/1916Â Â Â Â Maxus CAPITALÂ GROUP Â ATTACHMENT B Â To Maxus Lease No. 1452, dated DecemberÂ 28, 2021, between Maxus Capital Group, LLC and Meridian Equipment Leasing LLC. Â Copy of the Equipment Lease Agreement between Lessee, as lessor, and the Lessee who signs the Equipment Lease Agreement, as lessee Â Master Lease No. 1452Â Â Â EX-10.42 10 vivakor_ex10-42.htm EXHIBIT 10.42 Â Exhibit 10.42 Â Â Schedule No. __, dated _____, _____ Â Incorporating by reference Master Agreement No. _____ dated DecemberÂ 28, 2021 (the â€œMaster Agreementâ€) between Maxus Capital Group, LLC, as Lessor, and Meridian Equipment Leasing LLC, as Lessee. Â LESSEE AGREES TO LEASE THE DESCRIBED EQUIPMENT FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS SCHEDULE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE AND THE MASTER AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE. UNLESS OTHERWISE DEFINED DIFFERENTLY IN THIS SCHEDULE, ALL DEFINED TERMS USED HEREIN ARE AS DEFINED IN THE MASTER AGREEMENT. Â 1.Equipment Description:Â First Position Lien on the Equipment described in the attached Exhibit A Â 2.Base Monthly Rental:Â $_____ Â Lessee shall pay as interim Rent an amount equal to the product resulting from multiplying Lessorâ€™s Cost by a daily rental factor of _____ times the number of days which elapse from the date any payment is made by Lessor for the purchase of the Equipment up to, but excluding, the Base Term Commencement Date. Such interim Rent payments will be made monthly in arrears through an ACH payment originated by Lessor. Â 3.Equipment Location: _____ Â 4.Equipment Return Location: To be determined by Lessor, provided, however, such location shall be within one hundred (100) miles of the Equipment Location. Â 5.Expected Delivery Date: Unless and until Lessee has executed an Installation Certificate, Lessor may establish the actual delivery date of the Equipment by reference to the shipping records of the Supplier or the shipper or by other reliable means. Â 6.Base Term:Â ___ Months Â 7.Base Term Commencement Date:Â _____ Â 8.Lessee Address for Notices:Â (if different from Master Agreement) N/A Â 9.Value of Calculation for Stipulated Loss Value: $_____ Â 10.Lessorâ€™s Cost:Â $_____ Â 11.Notwithstanding any other writing to the contrary, the following provisions of Master Agreement are amended, modified, and replaced in their entirety, solely and exclusively as it relates to this Schedule: Â (i) SectionÂ 4 of the Master Agreement is hereby replaced amended, modified, and replaced in its entirety as follows: Â â€œThe term â€˜Taxesâ€™ shall mean all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and/or any penalties, fines or interest, which are imposed against or on Lesseeâ€™s use and operation of the Equipment, or penalties arising from Lesseeâ€™s failure to file a tax return it is required to file by law with respect to its use and operation of the Equipment, but shall not include any federal, state or local taxes based upon or measured by the income of Lessor (including receipt of Rent) or Lessorâ€™s ownership of the Equipment, except any such Tax that is imposed in lieu of sales or use tax on the Equipment. As of the commencement of the term of the Lease, Lessee shall, if permitted by law, and unless otherwise provided in any Schedule, promptly report, file, and pay, and indemnify, and hold Lessor harmless with respect to, any and all Taxes that Lessee is obligated to pay and file with respect to its use and operation of the Equipment for the term of the Lease. Lessee will, upon request by

Lessor, submit to Lessor written evidence of Lesseeâ€™s payment of all such Taxes, the basis for its calculation thereof, and copies of any returns filed. Lessee shall also pay and reimburse to Lessor upon demand, Lessorâ€™s property taxes with respect to its ownership of the Equipment for the term of the Lease and, on or before the End of Term, if so requested, Lessorâ€™s good faith estimate of any property Taxes allocable to the Equipment but not yet due and payable as of the End of Term (including without limitation personal property taxes). Lessee and Lessor shall thereafter settle the amount due to be paid by Lessee or refunded by Lessor based on the actual property Tax paid. For the avoidance of doubt, Lessor is obligated to file state and local tax returns with respect to its ownership of the Equipment for the term of the Lease, and pay amounts due thereunder, including any state and local property taxes, subject, in each case, to Lesseeâ€™s reimbursement to Lessor any such taxes. amounts due thereunder, including any state and local property taxes, subject, in each case, to Lesseeâ€™s reimbursement to Lessor any such taxes.â€ Â Â Â Schedule Page 2 of 5Maxus Lease No. 1452-020 Â (ii) SectionÂ 7(a) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved outside the continental, contiguous United States. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the Equipment which apply to the physical possession, use, operation, condition, and maintenance of the Equipment. Lessee agrees to obtain all permits and licenses necessary for the operation of the Equipment.â€ Â (iii) SectionÂ 7(b) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLessee may affix or install any accessory, feature, equipment or device to the Equipment or make any improvement, upgrade, modification, alteration or addition to the Equipment (any such accessory, feature, equipment, device or improvement, upgrade, modification, alteration or addition affixed or installed, an â€œImprovementâ€). Title to all Improvements shall, without further act, upon the making, affixing or installation of such Improvement, vest solely in Lessor, except such Improvements as may be readily removed without causing material damage to the Equipment and without in any way affecting or impairing the originally intended function, value or use of the Equipment (a â€œSeverable Improvementâ€). Provided the Equipment is returned to Lessor in the condition required by the Lease, ordinary wear and tear excepted, title to any Severable Improvement shall vest in Lessee upon removal. Any Severable Improvement not removed from the Equipment prior to return shall at Lessorâ€™s option remain the property of Lessor and shall be certified for maintenance by the manufacturer or maintenance shop, at Lesseeâ€™s expense.â€ Â (iv) SectionÂ 7(c) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLessee shall at the termination of the Lease for any reason at its expense, return all, but not less than all, the Equipment to Lessor at such location within the continental United States as shall be designated by Lessor in the same condition and appearance as of the Base Term Commencement Date, reasonable wear and tear excepted, and in good operating order and repair, with all current engineering changes prescribed by the manufacturer of the Equipment or a maintenance contractor (the â€˜Maintenance Organizationâ€™) incorporated in the Equipment. Upon redelivery to Lessor, Lessee shall arrange and pay for such repairs (if any) as are necessary for the manufacturer of the Equipment or a Maintenance Organization to accept the Equipment under a maintenance contract at its then standard rates. If the Equipment is not redelivered to Lessor in conformity with all applicable provisions hereof upon the End of Term, then in addition to any other rights and remedies Lessor may otherwise have under the Lease, rental shall be payable by Lessee with respect to such Equipment at a monthly rate determined by Lessor in its reasonable discretion to be the fair market rental that would be payable for the monthly rental of such Equipment in its required condition, but in no event less than one hundred twenty-five percent (125%) of the then current Rental (in either case, the â€˜Holdover Rateâ€™) The Holdover Rate shall be communicated in writing by Lessor to Lessee following the scheduled date of redelivery, and shall be payable from such scheduled date through the date of actual redelivery of the Equipment in conformity with all applicable provisions of each Lease; or the date on which the Equipment is brought into conformity with all such provisions, if later.â€ Â (v) SectionÂ 8 of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œDuring the term of the Lease, Lessee shall, at its expense, maintain the Equipment in good condition, working order, repair, appearance, and condition, and shall make all necessary repairs and replacements thereto in a manner consistent with the U.S. Department of Transportation standards. Lessee shall not use or permit the use of the Equipment for any purpose for which, in the opinion of the manufacturer of the Equipment or the Maintenance Organization, the Equipment is not designed or intended.â€ Â (vi) SectionÂ 9(a) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLessee shall keep the Equipment free from any marking or labeling which might be interpreted as a claim of ownership by Lessee or any party other than Lessor and its Assignee(s), and shall affix and maintain tags, decals or plates furnished by Lessor on the Equipment indicating ownership and title to the Equipment in Lessor or its Assignee(s); provided, however, that notwithstanding the foregoing, Lessee and its sub-lessees may install and maintain any and all markings, signs, symbols and placards required by governmental authorities. Upon at least three (3) business daysâ€™ notice (and during the occurrence and continuance of an Event of Default, with or without notice) to Lessee, Lessor or its agents shall have access to the Equipment and Lesseeâ€™s books and records with respect to the Lease and the Equipment during regular business hours for the purpose of inspection and for any other purposes set forth in the Lease, subject to the health, safety, security and environmental requirements of Lessee; provided, that, absent the occurrence of an Event of Default, such right of access shall not be exercised by Lessor more than quarterly during any calendar year. There shall be no frequency limitation on Lessorâ€™s right to inspect after the occurrence of an Event of Default.â€ Â Â Schedule Page 3 of 5Maxus Lease No. 1452-020 Â (vii) SectionÂ 9(b) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLessee shall execute and deliver such instruments, including UCC financing statements, as may need to be filed to evidence the interest of Lessor and its Assignee(s) in the Equipment and the Lease subject to Lesseeâ€™s reasonable, prompt and timely comments thereon. Lessee authorizes Lessor and its Assignee(s) to file UCC financing statements without Lesseeâ€™s signature to evidence the interest of Lessor and its Assignee(s) in the Equipment and the Lease. Lessee has no interest in the Equipment except as expressly set forth in the Lease, and that interest is a leasehold interest coupled with an option to purchase. Lessor and Lessee agree, and Lessee represents for the benefit of Lessor and its Assignee(s) that the Lease is intended to be a â€˜true leaseâ€™ as the term is commonly used under the Internal Revenue Code of 1986, as amended (the â€˜Codeâ€™). In the event that a Lease is deemed to be a â€˜lease intended as securityâ€™ or is otherwise deemed to be a secured loan, conditional sale, and/or not a Finance Lease or â€˜true leaseâ€™ (any of the foregoing, a â€˜Conditional Saleâ€™), then Lessee shall be deemed to have granted Lessor a first priority security interest in the Equipment related to such Lease to secure all of Lesseeâ€™s obligations to Lessor under such Lease and such security interest shall be perfected in accordance with the laws of the jurisdiction in which the Equipment is located and the jurisdiction of organization of Lessee.â€ Â (viii) SectionÂ 9(c) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œLESSEE SHALL KEEP EACH LEASE, THE EQUIPMENT AND ANY IMPROVEMENTS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF WHATSOEVER KIND (EXCEPT FOR PERMITTED ENCUMBRANCES DEFINED BELOW) AND LESSEE SHALL NOT ASSIGN ANY LEASE OR ANY OF THE RIGHTS UNDER ANY LEASE OR GRANT ANY RIGHTS TO THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, LESSEE MAY SUBLEASE ANY OR ALL OF THE EQUIPMENT AT ANY TIME OR FROM TIME TO TIME. No permitted assignment shall relieve Lessee of any of its obligations under the Lease and Lessee agrees to pay all costs and expenses Lessor may reasonably incur in connection with the failure of Lessee to comply with the foregoing. For purposes of this Master Agreement and each and every Lease, â€˜Permitted Encumbrancesâ€™ shall mean (i) any lien for taxes or assessments that are not yet due or delinquent or which are being contested by Lessee in and through appropriate proceedings, (ii) any statutory or other lien arising in the ordinary course of business and by operation of law with respect to a liability that is not yet due or delinquent or which is being contested by Lessee in and through appropriate proceedings, (iii) any pledges or deposits made in the ordinary course of business in compliance with workersâ€™ compensation, unemployment insurance and other social security laws and regulations, (iv) any lien released on or prior to the date hereof without liability or obligation attaching to the Equipment, and (v) a sublease to any third party in a form and content reasonably similar to that set forth on Attachment B hereto, as may be amended or modified from time to time.â€ Â (ix) Sobriquet (v) of SectionÂ 11(a) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œ(v) Lessee shall, if requested, affirm to Assignee that the representations and warranties made in the Lease were correct in all material respects when made, and affirm the effectiveness of the and covenants contained in the Lease (upon which Lessee acknowledges Assignee may rely) and shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment.â€ Â (x) SectionÂ 15 of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œDuring the term of the Lease, Lessee, at its own expense, shall maintain or cause to be maintained in regard to the Equipment, Cause of Loss Special Form, property in transit insurance nationwide in scope (i.e., covers claims for damages to an Item anywhere in the United States) in each case in an amount not less than the Stipulated Loss Value as identified on Attachment A, and commercial general liability insurance in amounts and with carriers reasonably satisfactory to Lessor. In lieu of obtaining the Cause of Loss Special Form insurance, Lessee may, with Lessorâ€™s prior written consent (which shall not be unreasonably denied or delayed), participate in a self-insurance program (i.e., a â€˜risk management poolâ€™). Lessor shall consider such factors as the then creditworthiness of the Lessee and Lesseeâ€™s Guarantors, the participants in the self-insurance program, the administrator of such program, and such other information as to the program as Lessor may reasonably request in determining whether to consent to Lesseeâ€™s request. Any such insurance shall name Lessor, its successors and/or assigns, as additional insureds, and, as for the Special Form coverage, loss payees, as their interests may appear. Lessee shall not terminate, cancel, or alter any insurance coverage hereunder without at least thirty (30) days prior written notice to Lessor and Assignee. Coverage afforded to Lessor shall not be rescinded, impaired, or invalidated by any act or neglect of Lessee. Lessee agrees to supply to Lessor, upon request, evidence of such insurance.â€ Â (xi) Sobriquet (vii) of SectionÂ 16(a) of the Master Agreement is hereby deleted in its entirety. Â (xii) SectionÂ 17(a)(2) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œExcept as expressly permitted in any Lease, Lessee, attempts to, or actually does, sell, encumber, or assign any of the Equipment, fails to insure (or cause to be insured) any of the Equipment, or fails to deliver any documents of the Lessee under the Lease.â€ Â Â Schedule Page 4 of 5Maxus Lease No. 1452-020 Â (xiii) The second sentence of SectionÂ 17(b) of the Master Agreement is hereby amended, modified, and replaced in its entirety as follows: Â â€œIf Lessor elects or is required to file a replevin action, to the extent permitted by law, Lessee hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto.â€ Â (xiv) SectionÂ 20 of the Master Agreement is hereby deleted in its entirety. Â (xv) The Master Agreement is hereby amended and modified to reflect the addition and insertion of a new SectionÂ 22: Â â€œNotwithstanding anything contained herein to the contrary, Lessee is expressly authorized to enter into any number of leases, subleases, and agreements touching, concerning, affecting or relating to the Equipment; provided, however, such leases, subleases, and agreement do not in any way derogate any rights or remedies of Lessor as provided in this Master Agreement and each Lease.â€ Â 12.Special Terms: Â i.)Security Deposit to be held by Lessor in any of its accounts without the payment of interest, and to be applied by Lessor as set forth in SectionÂ 19 of the Master Agreement: $_____. Â ii.)Prior to Acceptance:Â Prior to the receipt by Lessor of an executed Installation Certificate, including during a period of progress payments, Lessor may, in its sole discretion, cease funding the purchase of Equipment if: (a) Lessee does not execute and deliver to Lessor an Installation Certificate prior to _____; or (b) Lessor determines in its sole discretion that a material adverse change has occurred in Lesseeâ€™s financial condition or business, after which failure or determination, Lessee will immediately repay all amounts advanced by Lessor plus any Interim Rent and charges due under the Master Agreement; or (c) Lessor, Lessee, and Pilot fail to enter into an acceptable form of Subordination Agreement. Â iii.)End of Base Term Options: Provided that no Event of Default shall have occurred and be continuing, at the end of the Base Term of the Lease, Lessee must purchase all but not less than all of the Equipment for an amount equal to 100% of the Lessorâ€™s Cost. Upon receipt of such purchase price, together with any applicable taxes then or thereafter due, Lessor shall execute and deliver to Lessee a bill of sale for the Equipment, without representation or warranty except that the Equipment is free and clear of any liens, claims or encumbrances created by or through Lessor. Lessee covenants that it will not enter into negotiations for future lease or financing transactions with Lessorâ€™s Assignee without the prior written consent of Lessor. Â iv.)Lessee shall deliver to Lessor upon its execution of this Schedule and, provided that no Event of Default shall have occurred and be continuing, a Location Report (as hereinafter defined) upon Lessorâ€™s reasonable request at any point during the Base Term. If an Event of Default shall have occurred and be continuing, Lessee shall furnish Lessor a Location Report within three (3) business days of Lessorâ€™s demand. As used in this Lease, the term â€œLocation Reportâ€ means a written report prepared by Lessee, setting forth for each unit of Equipment, the name of the party in possession of such unit of Equipment (which shall be either Lessee or a sublessee), and the GPS coordinates of the place at which such Equipment is then-kept, or if such location is not available, a detailed description of the nearest principal maintenance shop or storage yard location in such form to allow Lessor or its agent to locate such location for purposes of inspecting each unit of Equipment, and being otherwise in form and substance reasonably satisfactory to Lessor and/or its Assignee. Each Location Report shall also be accompanied by a summary of all maintenance work performed on each unit of Equipment for the period then ending. Lessee shall also make available to Lessor upon demand access to its GPS tracking software and related records and data with respect to the Equipment. Â v.)Lessee shall deliver, or cause to be delivered, to Lessor written notification of a change in the identity of any Contractor from that set forth in the initial Location Report, promptly upon Lesseeâ€™s knowledge of such change. Such written notification shall also be accompanied by a certificate of insurance from such successor sublessee naming Lessor, its successors and/or assigns, as loss payee and additional insured. Â vi.)Lessee shall pay, or reimburse Lessor for, as applicable: (i) all fees and expenses associated with titling, annual registration, the grant of a power of attorney to Lessee from Lessor, and any other ministerial expense incurred by Lessor with respect to the Equipment; (ii) obtaining and reviewing all certificates of insurance to ensure compliance with the applicable provisions of the Master Agreement; (iii) preparation of any amendments to the Lease evidenced by this Schedule. Â Â Schedule Page 5 of 5Maxus Lease No. 1452-020 Â vii.)To further secure Lesseeâ€™s obligations owing to Lessor, Lessee hereby grants Lessor a security interest in all of the following assets of Lessee (the â€œAdditional Collateralâ€) which arise from or relate to any agreement between Lessee any sublessees of respect to the Equipment, including, as applicable, and any rental, sublease, assignment, license, encumbrance or other form of transfer of possession of the Equipment to a sublessee of Lessee, for consideration, however such transfer is characterized (capitalized terms used below in this SectionÂ 12) of this Lease have the meaning given to them by Article 9 of the Uniform Commercial Code as adopted by the State of Ohio unless defined otherwise herein): Â insurance proceeds and proceeds of any indemnity, warranty, or guaranty to Lessee, or arising out of any condemnation or other governmental actions. Said Additional Collateral shall secure not only the amounts which Lessee is obligated to pay under this Lease, but also all other present and future indebtedness or obligations of Lessee to Lessor of every kind and nature whatsoever. Â viii.)Security Interest. Without in any way derogating the Lease as a true lease, Lessee hereby grants to Lessor a general lien and security interest in the Equipment, together with all accessions, accessories, additions, amendments, attachments, replacements, and substitutions thereto and all cash and non-cash proceeds thereof (including insurance proceeds) for the purpose of securing the payment and performance of the obligations of Lessee owing to Lessor under this Lease and all other debts, liabilities and obligations now or hereafter owing from Lessee to Lessor of every kind and nature whatsoever. Lessor may file financing statements, continuation statements and amendments thereto that describe the collateral, and which contain any other information required by the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, which filing Lessor deems necessary to protect its interest. Upon the occurrence of such default or event of default under the Lease, Lessor, in addition to its rights under the Lease, shall have all the rights of a â€œsecured partyâ€ under the Uniform Commercial Code and other applicable law. Â THIS SCHEDULE (INCORPORATING THE MASTER AGREEMENT) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND LESSEE AS TO THE LEASE AND THE EQUIPMENT. NOTWITHSTANDING ANY OTHER WRITING TO THE CONTRARY, SHOULD THE TERMS AND PROVISIONS OF THIS SCHEDULE CONFLICT WITH OR BE INCONSISTENT WITH THE TERMS AND PROVISIONS OF THE MASTER AGREEMENT, THE TERMS AND PROVISIONS OF THIS SCHEDULE SHALL GOVERN AND CONTROL IN ALL RESPECTS. LESSEE ACKNOWLEDGES THAT ON OR BEFORE LESSEEâ€™S SIGNING OF THIS SCHEDULE IT RECEIVED A COPY OF THE CONTRACT EVIDENCING LESSORâ€™S ACQUISITION OF THE EQUIPMENT. Â Lessee:Â Meridian Equipment Leasing LLC Â Lessor:Â Maxus Capital Group, LLC Â Â Â Â Â By: Jorgan Development, LLC, its ManagerÂ Â By: Â Â Â Â Â Â Â Signature: Â Â Â Anthony N. Granata Â Â Â Â Â Name & Title:Â Â Â James Ballengee, Manager Â Â Vice President Â This is Counterpart No._____of _ serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. Â Â Â Â Maxus Capital Group, LLC Schedule 1452-___ Exhibit A - Asset List Â Explanatory paragraph: On DecemberÂ 28, 2021, Meridian Equipment Leasing, LLC (â€œMELâ€) and Maxus Capital Group, LLC (â€œMaxusâ€) entered into a Master Lease Agreement No. 1452 to govern sale and leaseback transactions thereafter, whereby MEL assigned assets to Maxus for consideration and entered into a lease agreement to lease the assets back from Maxus. Each individual

lease is documented with a separate Schedule. The â€œform ofâ€ Schedule is attached hereto. The following table sets forth the details of each Schedule entered into between MEL and Maxus through October 31, 2024. Â Lease # Â Â Date Entered Into Equipment Description Base Monthly Rental Term in Months Value of the lease Deposit Reserve Payment Early Purchase Buy Out Option $ End Purchase Buyout Option $ 001 Â Â 12/31/2021 Tractors $14,483 36 $500,000 $14,483 N/A N/A $50,000 002 Â Â 12/31/2021 Tractors $14,483 36 $500,000 $14,483 N/A N/A $50,000 003 Â Â 12/31/2021 Tractors $14,483 36 $500,000 $14,483 N/A N/A $50,000 004 Â Â 12/31/2021 Tractors $11,673 36 $402,977 $11,673 N/A N/A $40,298 005 Â Â 12/31/2021 Tractors $11,673 36 $402,977 $11,673 N/A N/A $40,298 006 Â Â 12/31/2021 Trailers $10,986 36 $379,272 $10,986 N/A N/A $37,927 007 Â Â 4/21/2022 Trailers $24,767 36 $834,000 $24,767 N/A N/A $83,400 008 Â Â 5/10/2022 Trailers $4,473 36 $150,000 $ 4,473 N/A N/A $15,000 009 Â Â 12/22/2022 Equipment $20,955 60 $1,198,931 $20,955 $251,458 $899,254 $449,604 010 Â Â 12/22/2022 Equipment $56,803 60 $3,250,000 $56,803 $681,640 $2,437,651 $1,218,762 011 Â Â 3/22/2023 Tractors $28,688 36 $945,228 $28,688 N/A N/A $94,523 012 Â Â 3/22/2023 Tractors $14,443 36 $475,864 $14,443 N/A N/A $47,586 013 Â Â 3/22/2023 Trailers $37,865 36 $1,247,584 $37,865 N/A N/A $124,758 014 Â Â 11/20/2023 Tractors $39,175 36 $1,250,000 $39,175 N/A N/A $125,000 015 Â Â 11/20/2023 Tractors $75,217 36 $2,400,000 $75,217 N/A N/A $240,000 016 Â Â 11/20/2023 Tractors $23,192 36 $740,000 $23,192 N/A N/A $74,000 017 Â Â 11/20/2023 Trailers $39,490 36 $1,260,000 $39,490 N/A N/A $126,000 018 Â Â 11/20/2023 Equipment $57,980 36 $1,850,000 $57,980 N/A N/A $185,000 019 Â Â 11/20/2023 Trailers $16,752 12 $1,500,000 $16,752 N/A N/A $1,500,000 020 Â Â 02/13/2024 Trailers & Tractors $34,213 6 $3,000,000 $34,213 N/A N/A $3,000,000 021 Â Â 10/29/2024 Equipment $41,522 48 $1,533,880 $41,522 $249,132 $484,111 $1,500,000 Â LesseeÂ Page 1 of 5Â Lessor EX-10.43 11 vivakor_ex10-43.htm EXHIBIT 10.43 Â Exhibit 10.43 Â SBA Loan #6259387903Â Application #3303938113 Â AMENDED LOAN AUTHORIZATION AND AGREEMENT (LA&A) Â A PROPERLY SIGNED DOCUMENT IS REQUIRED PRIOR TO ANY DISBURSEMENT Â CAREFULLY READ THE LA&A: Â This document describes the terms and conditions of your loan. It is your responsibility to comply with ALL the terms and conditions of your loan. Â SIGNING THE LA&A: Â All borrowers must sign the LA&A. Â Â â— Sign your name exactly as it appears on the LA&A. If typed incorrectly, you should sign with the correct spelling. Â Â Â Â â— If your middle initial appears on the signature line, sign with your middle initial. Â Â Â Â â— If a suffix appears on the signature line, such as Sr. or Jr., sign with your suffix. Â Â Â Â â— Corporate Signatories: Authorized representatives should sign the signature page. Â Your signature represents your agreement to comply with the terms and conditions of the loan. Â Â Â Â Â Â Â Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â U.S. Small Business Administration Â Economic Injury Disaster Loan Â AMENDED LOAN AUTHORIZATION AND AGREEMENT Â Date: 06.16.2020, 04.18.2022 (Effective Date) Â On the above date, this Administration (SBA) authorized (under SectionÂ 7(b) of the Small Business Act, as amended) a Loan or Loan Modification (SBA Loan #6259387903) to Meridian Transport LLC (Borrower) of 5151 BELT LINE RD STE 715 DALLAS Texas 75254 in the amount of five hundred thousand and 00/100 Dollars ($500,000.00), upon the following conditions: Â PAYMENT Â â— Installment payments, including principal and interest, of $2,521.00 Monthly, will begin Twenty-four (24) months from the date of the Original Note. The balance of principal and interest will be payable Thirty (30) years from the date of the Original Note. Â INTEREST Â â— Interest will accrue at the rate of 3.75% per annum and will accrue only on funds actually advanced from the date(s) of each advance. Â PAYMENT TERMS Â â— Each payment will be applied first to interest accrued to the date of receipt of each payment, and the balance, if any, will be applied to principal. Â â— Each payment will be made when due even if at that time the full amount of the Loan has not yet been advanced or the authorized amount of the Loan has been reduced. Â COLLATERAL Â â—For loan amounts of greater than $25,000, Borrower hereby grants to SBA, the secured party hereunder, a continuing security interest in and to any and all â€œCollateralâ€ as described herein to secure payment and performance of all debts, liabilities and obligations of Borrower to SBA hereunder without limitation, including but not limited to all interest, other fees and expenses (all hereinafter called â€œObligationsâ€). The Collateral includes the following property that Borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: all tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. Â â— For loan amounts greater than $500,000, Borrower agrees to also provide a Deed of Trust/Mortgage on the business real property, if available, prior to any new or additional disbursement of loan funds. Borrower is not required to provide a Deed of Trust/Mortgage on any business real property that is Borrowerâ€™s primary residence, but must provide other real property collateral if available. Real property collateral is in addition to the business assets collateral requirement stated above. Â â— For loan amounts of $25,000 or less, SBA is not taking a security interest in any collateral. Â Page 2 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â GUARANTEE Â Borrower will provide the following guarantee(s): Â â—Guarantee on SBA Form 2128 of: Mary Richardson (5151 BELT LINE RD STE 715, DALLAS, TX), Alexandra Heyde (5151 BELT LINE RD STE 715, DALLAS, TX), James Ballengee (5151 BELT LINE RD STE 715, DALLAS, TX), Morgan Ballengee (5151 BELT LINE RD STE 715, DALLAS, TX) Â REQUIREMENTS RELATIVE TO COLLATERAL Â â— Borrower will not sell or transfer any collateral (except normal inventory turnover in the ordinary course of business) described in the â€œCollateralâ€ paragraph hereof without the prior written consent of SBA. Â USE OF LOAN PROCEEDS Â â—Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of JanuaryÂ 31, 2020 and continuing thereafter and for loans of more than $25,000 to pay Uniform Commercial Code (UCC) lien filing fees and a third-party UCC handling charge of $100 which will be deducted from the Loan amount stated above. Â REQUIREMENTS FOR USE OF LOAN PROCEEDS AND RECEIPTS Â â— Borrower will obtain and itemize receipts (paid receipts, paid invoices or cancelled checks) and contracts for all Loan funds spent and retain these receipts for 3 years from the date of the final disbursement. Prior to each subsequent disbursement (if any) and whenever requested by SBA, Borrower will submit to SBA such itemization together with copies of the receipts. Â â— Borrower will not use, directly or indirectly, any portion of the proceeds of this Loan to relocate without the prior written permission of SBA. The law prohibits the use of any portion of the proceeds of this Loan for voluntary relocation from the business area in which the disaster occurred. To request SBAâ€™s prior written permission to relocate, Borrower will present to SBA the reasons therefore and a description or address of the relocation site. Determinations of (1) whether a relocation is voluntary or otherwise, and (2) whether any site other than the disaster-affected location is within the business area in which the disaster occurred, will be made solely by SBA. Â â— Borrower will, to the extent feasible, purchase only American-made equipment and products with the proceeds of this Loan. Â â— Borrower will make any request for a loan increase for additional disaster-related damages as soon as possible after the need for a loan increase is discovered. The SBA will not consider a request for a loan increase received more than two (2) years from the date of loan approval unless, in the sole discretion of the SBA, there are extraordinary and unforeseeable circumstances beyond the control of the borrower. Â DEADLINE FOR RETURN OF LOAN CLOSING DOCUMENTS Â â— Borrower will sign and return the loan closing documents to SBA within 2 months of the date of this Loan Authorization and Agreement. By notifying the Borrower in writing, SBA may cancel this Loan if the Borrower fails to meet this requirement. The Borrower may submit and the SBA may, in its sole discretion, accept documents after 2 months of the date of this Loan Authorization and Agreement. Â COMPENSATION FROM OTHER SOURCES Â â—Eligibility for this disaster Loan is limited to disaster losses that are not compensated by other sources. Other sources include but are not limited to: (1) proceeds of policies of insurance or other indemnifications, (2) grants or other reimbursement (including loans) from government agencies or private organizations, (3) claims for civil liability against other individuals, organizations or governmental entities, and (4) salvage (including any sale or re-use) of items of damaged property. Â â— Borrower will promptly notify SBA of the existence and status of any claim or application for such other compensation, and of the receipt of any such compensation, and Borrower will promptly submit the proceeds of same (not exceeding the outstanding balance of this Loan) to SBA. Â Page 3 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â â— Borrower hereby assigns to SBA the proceeds of any such compensation from other sources and authorizes the payor of same to deliver said proceeds to SBA at such time and place as SBA shall designate. Â â— SBA will in its sole discretion determine whether any such compensation from other sources is a duplication of benefits. SBA will use the proceeds of any such duplication to reduce the outstanding balance of this Loan, and Borrower agrees that such proceeds will not be applied in lieu of scheduled payments. Â DUTY TO MAINTAIN HAZARD INSURANCE Â â—For loan amounts of greater than $25,000, within 12 months from the date of this Loan Authorization and Agreement the Borrower will provide proof of an active and in effect hazard insurance policy including fire, lightning, and extended coverage on all items used to secure this loan to at least 80% of the insurable value. Borrower will not cancel such coverage and will maintain such coverage throughout the entire term of this Loan. BORROWER MAY NOT BE ELIGIBLE FOR EITHER ANY FUTURE DISASTER ASSISTANCE OR SBA FINANCIAL ASSISTANCE IF THIS INSURANCE IS NOT MAINTAINED AS STIPULATED HEREIN THROUGHOUT THE ENTIRE TERM OF THIS LOAN. Please submit proof of insurance to: U.S. Small Business Administration, Office of Disaster Assistance, 14925 Kingsport Rd, Fort Worth, TX. 76155. Â â— For loan amounts greater than $500,000 and when Real Estate property is taken as collateral to secure this loan, in addition to the coverage required above, Borrower will also provide proof of an active and in effect hazard insurance policy including fire, lightning, and extended coverage on any real estate used to secure this loan to at least 80% of the insurable value. Borrower will not cancel such coverage and will maintain such coverage throughout the entire term of this Loan. BORROWER MAY NOT BE ELIGIBLE FOR EITHER ANY FUTURE DISASTER ASSISTANCE OR SBA FINANCIAL ASSISTANCE IF THIS INSURANCE IS NOT MAINTAINED AS STIPULATED HEREIN THROUGHOUT THE ENTIRE TERM OF THIS LOAN. Please submit proof of insurance to: U.S. Small Business Administration, Office of Disaster Assistance, 14925 Kingsport Rd, Fort Worth, TX. 76155. Â DUTY TO MAINTAIN FLOOD INSURANCE Â â— For loan amounts greater than $500,000 and if the collateral real property being used to secure this loan is located within a Special Flood Hazard Area (SFHA), Borrower will purchase (make application and pay the initial premium for) National Flood Insurance, or equivalent coverage for all insurable real property (including any manufactured housing) and contents in an amount equal to the lesser of the amount of this Loan, the maximum coverage available, or the fair market value of the property. Borrower will provide proof of an active and in effect Flood Insurance policy to SBA prior to any new or additional disbursement of loan funds. Â Borrower will not cancel such coverage and will maintain such coverage throughout the entire term of this Loan. For any of the properties that are also specified as collateral for this Loan, the SBA will be named as mortgagee or loss payee. BORROWER MAY NOT BE ELIGIBLE FOR EITHER ANY FUTURE DISASTER ASSISTANCE OR SBA FINANCIAL ASSISTANCE IF THIS FLOOD INSURANCE IS NOT MAINTAINED AS STIPULATED HEREIN THROUGHOUT THE ENTIRE TERM OF THIS LOAN. Â BOOKS AND RECORDS Â â— Borrower will maintain current and proper books of account in a manner satisfactory to SBA for the most recent 5 years until 3 years after the date of maturity, including extensions, or the date this Loan is paid in full, whichever occurs first. Such books will include Borrowerâ€™s financial and operating statements, insurance policies, tax returns and related filings, records of earnings distributed and dividends paid and records of compensation to officers, directors, holders of 10% or more of Borrowerâ€™s capital stock, members, partners and proprietors. Â â—Borrower authorizes SBA to make or cause to be made, at Borrowerâ€™s expense and in such a manner and at such times as SBA may require: (1) inspections and audits of any books, records and paper in the custody or control of Borrower or others relating to Borrowerâ€™s financial or business conditions, including the making of copies thereof and extracts therefrom, and (2) inspections and appraisals of any of Borrowerâ€™s assets. Â Page 4 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â â— Borrower will furnish to SBA, not later than 3 months following the expiration of Borrowerâ€™s fiscal year and in such form as SBA may require, Borrowerâ€™s financial statements. Â â— Upon written request of SBA, Borrower will accompany such statements with an â€˜Accountantâ€™s Review Reportâ€™ prepared by an independent public accountant at Borrowerâ€™s expense. Â â— Borrower authorizes all Federal, State and municipal authorities to furnish reports of examination, records and other information relating to the conditions and affairs of Borrower and any desired information from such reports, returns, files, and records of such authorities upon request of SBA. Â LIMITS ON DISTRIBUTION OF ASSETS Â â— Borrower will not, without the prior written consent of SBA, make any distribution of Borrowerâ€™s assets, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any owner or partner or any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by Borrower, or any other company. Â LIMIT TO FUND RAISING THROUGH SECURITY OFFERINGS Â â— Borrower agrees that in the event any funds are raised through a securities offering (either a public offering or private placement of common or preferred stock, or long term debt with an equity feature), SBA will have the immediate right to require full payment of the Loan balance or require that a portion of proceeds be applied to reduce the outstanding balance of this Loan, and Borrower agrees that such proceeds will not be applied in lieu of scheduled payments. Â EQUAL OPPORTUNITY REQUIREMENT Â â— If Borrower has or intends to have employees, Borrower will post SBA Form 722, Equal Opportunity Poster (copy attached), in Borrowerâ€™s place of business where it will be clearly visible to employees, applicants for employment, and the general public. Â DISCLOSURE OF LOBBYING ACTIVITIES Â â—Borrower agrees to the attached Certification Regarding Lobbying Activities Â BORROWERâ€™S CERTIFICATIONS Â Borrower certifies that: Â â— For loan amounts greater than $500,000 and when collateral real estate property is being used to secure this loan, Borrower certifies that they are the owner(s) of and hold legal title to any real estate being secured by this loan. Said premises are in their possession, and the title thereto has never been disputed or questioned as to any part thereof. Said premises are free of all mortgages, taxes, assessments, liens, encumbrances, and claims, or interest of any other party, except as disclosed. There are no actions pending affecting said real property. Â â— There has been no substantial adverse change in Borrowerâ€™s financial condition (and organization, in case of a business borrower) since the date of the application for this Loan. (Adverse changes include, but are not limited to: judgment liens, tax liens, mechanicâ€™s liens, bankruptcy, financial reverses, arrest or conviction of felony, etc.) Â â— No fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on SBA Form 5 Business Disaster Loan Applicationâ€™; SBA Form 3501 COVID-19 Economic Injury Disaster Loan Application; or SBA Form 159, â€˜Compensation Agreementâ€™. All fees not approved by SBA are prohibited. Â â—All representations in the Borrowerâ€™s Loan application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan. Â Page 5 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â â— No claim or application for any other compensation for disaster losses has been submitted to or requested of any source, and no such other compensation has been received, other than that which Borrower has fully disclosed to SBA. Â â— Neither the Borrower nor, if the Borrower is a business, any principal who owns at least 50% of the Borrower, is delinquent more than 60 days under the terms of any: (a) administrative order; (b) court order; or (c) repayment agreement that requires payment of child support. Â â—Borrower certifies that no fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application. All fees not approved by SBA are prohibited. If an Applicant chooses to employ an Agent, the compensation an Agent charges to and that is paid by the Applicant must bear a necessary and reasonable relationship to the services actually performed and must be comparable to those charged by other Agents in the geographical area. Compensation cannot be contingent on loan approval. In addition, compensation must not include any expenses which are deemed by SBA to be unreasonable for services actually performed or expenses actually incurred. Compensation must not include charges prohibited in 13 CFR 103 or SOP 50-30, Appendix 1. If the compensation exceeds $500 for a disaster home loan or $2,500 for a disaster business loan, Borrower must fill out the Compensation Agreement Form 159D which will be provided for Borrower upon request or can be found on the SBA website. Â â— Borrower certifies, to the best of its, his or her knowledge and belief, that the certifications and representations in the attached Certification Regarding Lobbying are true, correct and complete and are offered to induce SBA to make this Loan. Â CIVIL AND CRIMINAL PENALTIES Â â—Whoever wrongfully misapplies the proceeds of an SBA disaster loan shall be civilly liable to the Administrator in an amount equal to one-and-one half times the original principal amount of the loan under 15 U.S.C. 636(b). In addition, any false statement or misrepresentation to SBA may result in criminal, civil or administrative sanctions including, but not limited to: 1) fines, imprisonment or both, under 15 U.S.C. 645, 18 U.S.C. 1001, 18 U.S.C. 1014, 18 U.S.C. 1040, 18 U.S.C. 3571, and any other applicable laws; 2) treble damages and civil penalties under the False Claims Act, 31 U.S.C. 3729; 3) double damages and civil penalties under the Program Fraud Civil Remedies Act, 31 U.S.C. 3802; and 4) suspension and/or debarment from all Federal procurement and non-procurement transactions. Statutory fines may increase if amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015. Â RESULT OF VIOLATION OF THIS LOAN AUTHORIZATION AND AGREEMENT Â â— If Borrower violates any of the terms or conditions of this Loan Authorization and Agreement, the Loan will be in default and SBA may declare all or any part of the indebtedness immediately due and payable. SBAâ€™s failure to exercise its rights under this paragraph will not constitute a waiver. Â â— A default (or any violation of any of the terms and conditions) of any SBA Loan(s) to Borrower and/or its affiliates will be considered a default of all such

Loan(s). Â DISBURSEMENT OF THE LOAN Â â— Disbursements will be made by and at the discretion of SBA Counsel, in accordance with this Loan Authorization and Agreement and the general requirements of SBA. Â â— Disbursements may be made in increments as needed. Â â— Other conditions may be imposed by SBA pursuant to general requirements of SBA. Â Page 6 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â â— Disbursement may be withheld if, in SBAâ€™s sole discretion, there has been an adverse change in Borrowerâ€™s financial condition or in any other material fact represented in the Loan application, or if Borrower fails to meet any of the terms or conditions of this Loan Authorization and Agreement. Â â— NO DISBURSEMENT WILL BE MADE LATER THAN 6 MONTHS FROM THE DATE OF THIS LOAN AUTHORIZATION AND AGREEMENT UNLESS SBA, IN ITS SOLE DISCRETION, EXTENDS THIS DISBURSEMENT PERIOD. Â PARTIES AFFECTED Â â— This Loan Authorization and Agreement will be binding upon Borrower and Borrowerâ€™s successors and assigns and will inure to the benefit of SBA and its successors and assigns. Â RESOLUTION OF BOARD OF DIRECTORS Â â— Borrower and any business entity guarantor shall, within 180 days of receiving any disbursement of this Loan, submit the appropriate SBA Certificate and/or Resolution to the U.S. Small Business Administration, Office of Disaster Assistance, 14925 Kingsport Rd, Fort Worth, TX. 76155. Â ENFORCEABILITY Â â— This Loan Authorization and Agreement is legally binding, enforceable and approved upon Borrowerâ€™s signature, the SBAâ€™s approval and the Loan Proceeds being issued to Borrower by a government issued check or by electronic debit of the Loan Proceeds to Borrowerâ€™ banking account provided by Borrower in application for this Loan. Â Â /s/ James E. Rivera Â James E. Rivera Â Associate Administrator Â U.S. Small Business Administration Â The undersigned agree(s) to be bound by the terms and conditions herein during the term of this Loan, and further agree(s) that no provision stated herein will be waived without prior written consent of SBA. Under penalty of perjury of the United States of America, I hereby certify that I am authorized to apply for and obtain a disaster loan on behalf of Borrower, in connection with the effects of the COVID-19 emergency. Â Meridian Transport LLC Â Â Â /s/ Morgan Ballengee Â Date: 04.18.2022 Â Morgan Ballengee, Owner/Officer Â Â Â Â Â Â /s/ Mary Richardson Â Date: 04.18.2022 Â Mary Richardson, Owner/Officer Â Â Â Â Â Page 7 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â /s/ Alexandra Heyde Â Date: 04.18.2022 Â Alexandra Heyde, Owner/Officer Â Â Â Â Â Â Â Â /s/ James Ballengee Â Date: 04.18.2022 Â James Ballengee, Owner/Officer Â Â Â Â Â Note: Corporate Borrowers must execute Loan Authorization and Agreement in corporate name, by a duly authorized officer. Partnership Borrowers must execute in firm name, together with signature of a general partner. Limited Liability entities must execute in the entity name by the signature of the authorized managing person. Â Page 8 of 12Â SBA Form 1391 (5-00)Â Ref 50 30 Â Â SBA Loan #6259387903Â Application #3303938113 Â CERTIFICATION REGARDING LOBBYING Â For loans over $150,000, Congress requires recipients to agree to the following: Â 1. Appropriated funds may NOT be used for lobbying. Â 2. Payment of non-federal funds for lobbying must be reported on Form SF-LLL. Â 3. Language of this certification must be incorporated into all contracts and subcontracts exceeding $100,000. Â 4. All contractors and subcontractors with contracts exceeding $100,000 are required to certify and disclose accordingly. Â Page 9 of 12Â SBA Form 1391 (5-00)Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â CERTIFICATION REGARDING LOBBYING Â Certification for Contracts, Grants, Loans, and Cooperative Agreements Â Borrower and all Guarantors certify, to the best of its, his or her knowledge and belief, that: Â (1)No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement. Â (2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal loan, the undersigned shall complete and submit Standard Form LLL, â€œDisclosure Form to Report Lobbying,â€ in accordance with its instructions. Â (3)The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all sub-recipients shall certify and disclose accordingly. Â This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by SectionÂ 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure. Â Page 10 of 12Â SBA Form 1391 (5-00)Â Â Â This Statement of Policy is Posted Â In Accordance with Regulations of the Â Small Business Administration Â Â This Organization Practices Â Equal Employment Opportunity Â We do not discriminate on the ground of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them. Â This Organization Practices Â Equal Treatment of Clients Â We do not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients or guests. Â These policies and this notice comply with regulations of the United States Government. Â Please report violations of this policy to: Â Â Â Â Administrator Small Business Administration Washington, D.C. 20416 Â In order for the public and your employees to know their rights under 13 C.F.R Parts 112, 113, and 117, Small Business Administration Regulations, and to conform with the directions of the Administrator of SBA, this poster must be displayed where it is clearly visible to employees, applicants for employment, and the public. Â Failure to display the poster as required in accordance with SBA Regulations may be considered evidence of noncompliance and subject you to the penalties contained in those Regulations. Â Page 11 of 12SBA FORM 722 (10-02) REF: SOP 9030Â Â Â Â Â PREVIOUS EDITIONS ARE OBSOLETEÂ U.S. GOVERNMENT PRINTING OFFICE: 1994 0- 153-346This form was electronically produced by Elite Federal Inc.Â Â Â Â Â Esta DeclaraciÃ³n De Principios Se Publica Â De Acuerdo Con Los Reglamentos De La Â Agencia Federal Para el Desarrollo de la PequeÃ±a Empresa Â Â Esta OrganizaciÃ³n Practica Â Igual Oportunidad De Empleo Â No discriminamos por razÃ³n de raza, color, religiÃ³n, sexo, edad, discapacidad o nacionalidad en el empleo, retenciÃ³n o ascenso de personal ni en la determinaciÃ³n de sus posiciones, salarios o beneficios marginales. Â Esta OrganizaciÃ³n Practica Â Igualdad En El Trato A Su Clientela Â No discriminamos por razÃ³n de raza, color, religiÃ³n, sexo, estado civil, edad, discapacidad o nacionalidad en los servicios o facilidades provistos para nuestros empleados, clientes o visitantes. Â Estos principios y este aviso cumplen con los reglamentos del Gobierno de los Estados Unidos de AmÃ©rica. Â Favor de informar violaciones a lo aquÃ indicado a: Â Â Â Â Administrador Agencia Federal Para el Desarrollo de la PequeÃ±a Empresa Washington, D.C. 20416 Â A fin de que el pÃºblico y sus empleados conozcan sus derechos segÃºn lo expresado en las Secciones 112, 113 y 117 del CÃ³digo de Regulaciaones Federales No. 13, de los Reglamentos de la Agencja Federal Para el Desarrollo de la PequeÃ±a Empresa y de acuerdo con las instrucciones del Administrador de dicha agencia, esta notificaciÃ³n debe fijarse en un lugar claramente visible para los empleados, solicitantes de empleo y pÃºblico en general. Â No fijar esta notificaciÃ³n segÃºn lo requerido por los reglamentos de la Agencia Federal Para el Desarrollo de la PequeÃ±a Empresa, puede ser interpretado como evidencia de falta de cumplimiento de los mismos y conllevarÃ¡ la ejecuciÃ³n de los castigos impuestos en estos reglamentos. Â Page 12 of 12SBA FORM 722 (10-02) REF: SOP 9030Â Â Â Â Â PREVIOUS EDITIONS ARE OBSOLETEÂ U.S. GOVERNMENT PRINTING OFFICE: 1994 0- 153-346This form was electronically produced by Elite Federal Inc.Â Â Â Â MODIFICATION OF NOTE Â Read this document carefully. This is your written promise to repay the loan. This Modification of Note reflects the changes to your loan. Â Loan payments will be due as stated in the second paragraph. Â This document is pre-dated. DO NOT CHANGE THE DATE OF THIS DOCUMENT. Â Sign your name(s) EXACTLY as it appears. If there is an error in the spelling of your name, please notify this office. Sign on the back or bottom only, as indicated by the signature line. Â Return the signed original document to SBA. Â Make no corrections to this document. Call the SBA office if you find an error. Â Â Â Â U.S. Small Business Administration Â Date: April 18, 2022 1st Modification of Note Â Loan Amount: $500,000.00 (SECURED DISASTER LOANS) Â Annual Interest Rate: 3.750% Â Application #3303938113Â Loan #6259387903 Â 1. NOTE: The â€œNoteâ€ is the SBA note signed by Borrower, dated JuneÂ 16, 2020 in the amount of one hundred and fifty thousand and 00/100 Dollars, payable to SBA. This 1st Modification of Note modifies certain terms of the Note. The current modifications and any prior modifications to the Note, are disclosed below in Paragraphs 2 and 4. Â 2. CURRENT PAYMENT TERMS: Including terms modified by this agreement, the current payment terms of the 1st Modified Note are: The loan amount is five hundred thousand and 00/100 Dollars. The interest rate is 3.750% per year. Payments of $2,521.00 are due every MONTH beginning Twenty-four (24) months from the date of the Original Note. All remaining principal and accrued interest is due and payable Thirty (30) years from the date of Original Note. Â 3. ADDITIONAL BORROWER: N/A Â 4.PREVIOUS NOTE AND MODIFICATIONS, IF ANY, AND CURRENT MODIFICATION TERMS SUMMARY: The chart attached hereto and incorporated by reference as Addendum A is a summary of your original Note terms, any previous modifications thereto and this current modification: Â 5. EFFECT OF THIS MODIFICATION: All terms of the Note remain unchanged by this agreement except terms that are expressly modified. This Modification of Note becomes a part of the original Note and has the same effect as if its terms were in the original Note when it was signed. Â 6. DEFINITIONS: A) â€œCollateralâ€ means any property taken as security for payment of the Note or any guarantee of the Note. B) â€œGuarantorâ€ means each person or entity that signs a guarantee of payment of the Note. C) â€œLoan Documentsâ€ means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral. Â 7. DEFAULT: Borrower is in default under the Note or any modification to the Note, if Borrower does not make a payment when due under the Note, or if Borrower: A) Fails to comply with any provision of the Note, the Loan Authorization and Agreement, or other Loan Documents; B) Defaults on any other SBA loan; C) Sells or otherwise transfers, or does not preserve or account to SBAâ€™s satisfaction for, any of the Collateral or its proceeds; D) Does not disclose, or anyone acting on their behalf does not disclose, any material fact to SBA; E) Makes, or anyone acting on their behalf makes, a materially false or misleading representation to SBA; F) Defaults on any loan or agreement with another creditor, if SBA believes the default may materially affect Borrowerâ€™s ability to pay the Note; G) Fails to pay any taxes when due; H) Becomes the subject of a proceeding under any bankruptcy or insolvency law; I) Has a receiver or liquidator appointed for any part of their business or property; J) Makes an assignment for the benefit of creditors; K) Has any adverse change in financial condition or business operation that SBA believes may materially affect Borrowerâ€™s ability to pay the Note; L) Dies; M) Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without SBAâ€™s prior written consent; or, N) Becomes the subject of a civil or criminal action that SBA believes may materially affect Borrowerâ€™s ability to pay the Note. Â Â Page 2 of 5SBA FORM 2131 (5-00)Â Â Â Â 8.SBAâ€™S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, SBA may: A) Require immediate payment of all amounts owing under the Note; B) Collect all amounts owing from any Borrower or Guarantor; C) File suit and obtain judgment; D) Take possession of any Collateral; or, E) Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement. Â 9.SBAâ€™S GENERAL POWERS: Without notice and without Borrowerâ€™s consent, SBA may: A) Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses; B) Incur expenses to collect amounts due under the Note, enforce the terms of the Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorneyâ€™s fees and costs. If SBA incurs such expenses, it may demand immediate reimbursement from Borrower or add the expenses to the principal balance; C) Release anyone obligated to pay the Note; D) Compromise, release, renew, extend or substitute any of the Collateral; and E) Take any action necessary to protect the Collateral or collect amounts owing on the Note. Â 10.WHEN FEDERAL LAW APPLIES: When SBA is the holder, the Note will be interpreted and enforced under federal law, including SBA regulations. SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to the Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law. Â 11.GENERAL PROVISIONS: A) All individuals and entities signing the Note, including this Modification, are jointly and severally liable. B) Borrower waives all suretyship defenses. C) Borrower must sign all documents required at any time to comply with the Loan Documents and to enable SBA to acquire, perfect, or maintain SBAâ€™s liens on Collateral. D) SBA may exercise any of its rights separately or together, as many times and in any order it chooses. SBA may delay or forgo enforcing any of its rights without giving up any of them. E) Borrower may not use an oral statement of SBA to contradict or alter the written terms of the Note. F) If any part of the Note is unenforceable, all other parts remain in effect. G) To the extent allowed by law, Borrower waives all demands and notices in connection with the Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that SBA did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale. H) SBA may sell or otherwise transfer the Note. Â 12.MISUSE OF LOAN FUNDS: Anyone who wrongfully misapplies any proceeds of the loan will be civilly liable to SBA for one and one half times the proceeds disbursed, in addition to other remedies allowed by law. Â 13.BORROWERâ€™S NAME(S) AND SIGNATURE(S): By signing below, each individual or entity acknowledges and accepts personal obligation and full liability under the Note as Borrower. Â Â Meridian Transport LLC Â Â Â /s/ Morgan Ballengee Â Morgan Ballengee, Owner/Officer Â Â Â /s/ Mary Richardson Â Mary Richardson, Owner/Officer Â Â Page 3 of 5SBA FORM 2131 (5-00)Â Â Â Â Â Â /s/ Alexandra Heyde Â Alexandra Heyde, Owner/Officer Â Â Â /s/ James Ballengee Â James Ballengee, Owner/Officer Â Â Page 4 of 5SBA FORM 2131 (5-00)Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â Addendum A Â Â Date Note Amount Interest Rate Periodic Payment Amounts Maturity Date Original Note JuneÂ 16, 2020 $150,000.00 3.750% $731.00 JuneÂ 17, 2050 1st Modification AprilÂ 18, 2022 $500,000.00 3.750% $2,521.00 JuneÂ 17, 2050 Â Â Page 5 of 5SBA FORM 2131 (5-00)Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â AMENDED SECURITY AGREEMENT Â Read this document carefully. It grants the SBA a security interest (lien) in all the property described in paragraph 4. Â This document is predated. DO NOT CHANGE THE DATE ON THIS DOCUMENT. Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â Â Â Â Â U.S. Small Business Administration Amended Security Agreement Â SBA Loan #: 6259387903 Borrower: Meridian Transport LLC Secured Party: The Small Business Administration, an Agency of the U.S. Government Date: 04.18.2022 Note Amount: $500,000.00 Â 1.DEFINITIONS. Â Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, (â€œUCCâ€). â€œSBAâ€ means the Small Business Administration, an Agency of the U.S. Government. Â 2. GRANT OF SECURITY INTEREST. Â For value received, the Borrower grants to the Secured Party a security interest in the property described below in paragraph 4 (the â€œCollateralâ€). Â 3. OBLIGATIONS SECURED. Â This Agreement secures the payment and performance of: (a) all obligations under a Note dated 06.16.2020 and all amendments and modifications thereto, made by Meridian Transport LLC, made payable to Secured Lender, in the total principal amount of $500,000.00 (â€œNoteâ€), including all costs and expenses (including reasonable attorneyâ€™s fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorneyâ€™s fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Borrower in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations. Â 4. COLLATERAL DESCRIPTION. Â The Collateral in which this security interest is granted includes the following property that Borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: all tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. Â Page 2 of 5SBA Form 1059 (09-19) Previous Editions are obsolete.Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â 5. RESTRICTIONS ON COLLATERAL TRANSFER. Â Borrower will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Borrowerâ€™s interest in the Collateral without Secured Partyâ€™s written or electronically communicated approval, except that Borrower may sell inventory in the ordinary course of business on customary terms. Borrower may collect and use amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication. Â 6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE. Â Borrower must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Borrower hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Borrower must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the

replacement cost of that Collateral), and including such terms as Secured Party may require including a Lenderâ€™s Loss Payable Clause in favor of Secured Party. Borrower hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Borrowerâ€™s name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments. Â 7. CHANGES TO BORROWERâ€™S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME. Â Borrower must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Borrower will pay for the preparation and filing of all documents Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Partyâ€™s security interest in the event of any such change. Â 8. PERFECTION OF SECURITY INTEREST. Â Borrower consents, without further notice, to Secured Partyâ€™s filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Borrower must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Borrower will pay the filing and recording costs of any documents relating to Secured Partyâ€™s security interest. Borrower ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Borrower will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral. Â Â 9. DEFAULT. Â Borrower is in default under this Agreement if: (a) Borrower fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Borrower makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a â€œdefaultâ€ under the Obligations occurs. In the event of default and if Secured Party requests, Borrower must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Borrower or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Borrower waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person. Â 10. FEDERAL RIGHTS. Â When SBA is the holder of the Note, this Agreement will be construed and enforced under federal law, including SBA regulations. Secured Party or SBA may use state or local procedures for filing papers, recording documents, giving notice, enforcing security interests or liens, and for any other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Borrower may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law. Â 11. GOVERNING LAW. Â Unless SBA is the holder of the Note, in which case federal law will govern, Borrower and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Borrower is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles. Â 12. SECURED PARTY RIGHTS. Â All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Partyâ€™s ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Partyâ€™s actions or inactions caused or in any way contributed to such loss or damage. Â 13. SEVERABILITY. Â If any provision of this Agreement is unenforceable, all other provisions remain in effect. Â Â 14. BORROWER CERTIFICATIONS. Â Borrower certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Borrowerâ€™s name and not in the name of any other organization or individual; (c) Borrower has the legal authority to grant the security interest in the Collateral; (d) Borrowerâ€™s ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; (g) Borrower has read and understands the meaning and effect of all terms of this Agreement. Â 15. BORROWER NAME(S) AND SIGNATURE(S). Â By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Borrower under this Agreement. Â Meridian Transport LLC Â Â Â /s/ Morgan Ballengee Â Date: 04.18.2022 Â Morgan Ballengee, Owner/Officer Â Â Â Â Â Â /s/ Mary Richardson Â Date: 04.18.2022 Â Mary Richardson, Owner/Officer Â Â Â Â /s/ Alexandra Heyde Â Date: 04.18.2022 Â Alexandra Heyde, Owner/Officer Â Â Â Â Â Â Â /s/ James Ballengee Â Date: 04.18.2022 Â James Ballengee, Owner/Officer Â Â Â Â Â Â GUARANTEE Â The Guarantee is to be signed by the person(s) who is to guarantee your loan. Â This document is pre-dated. DO NOT CHANGE THE DATE ON THIS DOCUMENT. Â Â Â Â SBA Loan #6259387903Â Application #3303938113 Â Â Â Â U.S. Small Business Administration Unconditional Guarantee (Disaster Loans) Â SBA Loan # 6259387903 Application # 3303938113 Guarantor(s) Morgan Ballengee, Mary Richardson, Alexandra Heyde, James Ballengee Borrower Meridian Transport LLC Date 04.18.2022 Note Amount $500,000.00 Â 1.GUARANTEE. Â Guarantor(s) unconditionally guarantee(s) payment to SBA of all amounts owing under the Note and any modifications of the Note. This Guarantee remains in effect until the Note and any modifications of the Note is paid in full. Guarantor(s) must pay all amounts due under the Note and any modifications of the Note when SBA makes written demand upon Guarantor(s). SBA is not required to seek payment from any other source before demanding payment from Guarantor(s). Â 2. NOTE. Â The â€œNoteâ€ is the promissory note dated 06.16.2020 and any modifications thereto in the total principal amount of five hundred thousand and 00/100 Dollars ($500,000.00,) from Borrower to SBA. It includes any assumption, renewal, substitution, modifications or replacement of the Note. Â 3. DEFINITIONS. Â â€œCollateralâ€ means property, if any, taken as security for payment of the Note and any modifications of the Note or any guarantee of the Note. Â â€œLoanâ€ means the loan evidenced by the Note and any modifications of the Note. Â â€œLoan Documentsâ€ means the documents related to the Loan signed by Borrower, Guarantor(s) or any other guarantor, or anyone who pledges Collateral. Â â€œSBAâ€ means the Small Business Administration, an Agency of the United States of America. Â Â 4. SBAâ€™S GENERAL POWERS. Â SBA may take any of the following actions at any time, without notice, without Guarantor(s)â€™ consent, and without making demand upon Guarantor(s): Â A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note and any modifications of the Note; Â B. Refrain from taking any action on the Note and any modifications of the Note, the Collateral, or any guarantee; Â C. Release any Borrower or any guarantor of the Note and any modifications of the Note; Â D. Compromise or settle with the Borrower or any guarantor of the Note and any modifications of the Note; Â E. Substitute or release any of the Collateral, whether or not SBA receives anything in return; Â F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement; Â G. Bid or buy at any sale of Collateral by SBA or any other lienholder, at any price SBA chooses; and Â H. Exercise any rights it has, including those in the Note and any modifications of the Note and other Loan Documents. Â These actions will not release or reduce the obligations of Guarantor(s) or create any rights or claims against SBA. Â 5. FEDERAL LAW. Â When SBA is the holder, the Note and any modifications of the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor(s) may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law. Â 6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR(S) WAIVE(S). Â To the extent permitted by law, Â I. Guarantor(s) waive(s) all rights to: Â 1) Require presentment, protest, or demand upon Borrower; Â 2) Redeem any Collateral before or after SBA disposes of it; Â 3) Have any disposition of Collateral advertised; and Â 4) Require a valuation of Collateral before or after SBA disposes of it. Â Â J. Guarantor(s) waive(s) any notice of: Â 1) Any default under the Note and/or any modifications of the Note; Â 2) Presentment, dishonor, protest, or demand. Â 3) Execution of the Note and/or any modifications of the Note; Â 4) Any action or inaction on the Note and/or any modifications of the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses; Â 5) Any change in the financial condition or business operations of Borrower or any guarantor(s); Â 6) Any changes in the terms of the Note and/or any modifications of the Note or other Loan Documents, except increases in the amounts due under the Note and/or any modifications of the Note; and Â 7) The time or place of any sale or other disposition of Collateral. Â K. Guarantor(s) waive(s) defenses based upon any claim that Â 1) SBA failed to obtain any guarantee; Â 2) SBA failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral; Â 3) SBA or others improperly valued or inspected the Collateral; Â 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured; Â 5) SBA impaired the Collateral; Â 6) SBA did not dispose of any of the Collateral; Â 7) SBA did not conduct a commercially reasonable sale; Â 8) SBA did not obtain the fair market value of the Collateral. Â 9) SBA did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note; Â 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed; Â 11) SBA made errors or omissions in Loan Documents or administration of the Loan; Â 12) SBA did not seek payment from the Borrower, any other guarantor(s), or any Collateral before demanding payment from Guarantor(s); Â 13) SBA impaired Guarantor(s)â€™ suretyship rights; Â Â 14) SBA modified the Note terms, other than to increase amounts due under the Note and/or any modifications of the Note. If SBA modifies the Note to increase the amounts due under the Note without Guarantor(s)â€™ consent, Guarantor(s) will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts; Â 15) Borrower has avoided liability on the Note and/or any modifications of the Note; or Â 16) SBA has taken an action allowed under the Note and/or any modifications of the Note, this Guarantee, or other Loan Documents. Â 7. DUTIES AS TO COLLATERAL. Â Guarantor(s) will preserve the Collateral, if any, pledged by Guarantor(s) to secure this Guarantee. SBA has no duty to preserve or dispose of any Collateral. Â 8. SUCCESSORS AND ASSIGNS. Â Under this Guarantee, Guarantor(s) include(s) successors, and SBA includes successors and assigns. Â 9. GENERAL PROVISIONS. Â L. ENFORCEMENT EXPENSES. Guarantor(s) promise(s) to pay all expenses SBA incurs to enforce this Guarantee, including, but not limited to, attorneyâ€™s fees and costs. Â M. Â SUBROGRATION RIGHT. Guarantor(s) has/have no subrogation rights as to the Note or the Collateral until the Note or any modifications of the Note is/are paid in full. Â N. Â JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor(s) is/are jointly and severally liable. Â O. DOCUMENT SIGNING. Guarantor(s) must sign all documents necessary at any time to comply with the Loan Documents and to enable SBA to acquire, perfect, or maintain SBAâ€™s liens on Collateral. Â P. FINANCIAL STATEMENTS. Guarantor(s) must give SBA financial statements as SBA requires. Â Q. Â SBAâ€™S RIGHTS CUMULATIVE, NOT WAIVED. SBA may exercise any of its rights separately or together, as many times as it chooses. SBA may delay or forgo enforcing any of its rights without losing or impairing any of them. Â R. ORAL STATEMENTS NOT BINDING. Guarantor(s) may not use an oral statement to contradict or alter the written terms of the Note and/or any modifications of the Note or this Guarantee, or to raise a defense to this Guarantee. Â S. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect. Â T.CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by SBA as to the Loan. Â 10. GUARANTOR(S) ACKNOWLEDGMENT OF TERMS. Â Guarantor(s) acknowledge(s) that Guarantor(s) has/have read and understands the significance of all terms of the Loan Authorization Agreement, Note and/or any modifications of the Note, this Guarantee, including all waivers, and certifies, to the best of its, his or her knowledge and belief, that the certifications and representations in the attached Certification Regarding Lobbying are true, correct and complete and are offered to induce SBA to make this Loan. Â Â 11. GUARANTOR(S) NAME(S) AND SIGNATURE(S). Â By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee. Â Â GUARANTOR: Â Â Â /s/ Morgan Ballengee Â Morgan Ballengee, individually Â Â Â GUARANTOR: Â Â Â /s/ Mary Richardson Â Mary Richardson, individually Â Â Â GUARANTOR: Â Â Â /s/ Alexandra Heyde Â Alexandra Heyde, individually Â Â Â GUARANTOR: Â Â Â /s/ James Ballengee Â James Ballengee, individually Â Page 6 of 6SBA FORM 2128Â Â Â EX-10.44 12 vivakor_ex10-44.htm EXHIBIT 10.44 Â Exhibit 10.44 Â BUSINESS LOAN, GUARANTY, AND SECURITY AGREEMENT Â THIS BUSINESS LOAN, GUARANTY, AND SECURITY AGREEMENT (as the same may be amended, restated, modified, or supplemented from time to time, this â€œAgreementâ€) dated as of SeptemberÂ 27, 2024 (the â€œEffective Dateâ€) among Agile Capital Funding, LLC as collateral agent (in such capacity, together with its successors and assigns in such capacity, â€œCollateral Agentâ€), and Agile Lending, LLC, a Virginia limited liability company (â€œLenderâ€) and each assignee that becomes a party to this Agreement pursuant to SectionÂ 12.1 (each individually with the Lead Lender, a â€œLenderâ€ and collectively with the Lead Lender, the â€œLendersâ€), and ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and it subsidiaries, Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company, and together with ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company, and together with Parent, and the other entities shown as signatories hereto or that are joined from time to time as a Borrower, individually and collectively, jointly and severally, â€œBorrowerâ€), and JAMES H. BALLENGEE, in his individual capacity, and as the context requires, the, â€œGuarantorâ€), provides the terms on which the Lenders shall lend to Borrower and Borrower shall repay the Lenders and on which the Guarantor shall guaranty the loans described herein. The Collateral Agent, Lenders, Borrower, and Guarantor, each a â€œPartyâ€ and collectively the â€œPartiesâ€, intending to be legally bound, hereby agree as follows: Â 1. DEFINITIONS, ACCOUNTING AND OTHER TERMS Â 1.1Â Capitalized terms used herein shall have the meanings set forth in SectionÂ 13 to the extent defined therein. All other capitalized terms used but not defined herein shall have the meaning given to such terms in the Code. Any accounting term used but not defined herein shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term â€œfinancial statementsâ€ shall include the accompanying notes and schedules thereto. Any section, subsection, schedule or exhibit references are to this Agreement unless otherwise specified. Â 2. LOANS AND TERMS OF PAYMENT Â 2.1Â Promise to Pay. Borrower hereby unconditionally promises to pay each Lender the outstanding principal amount of the Term Loan advanced to Borrower by such Lender and accrued and unpaid interest thereon and any other amounts due hereunder as and when due in accordance with this Agreement. Â 2.2 Term Loans. Â (a)Â Availability. The Lenders, relying upon each of the representations and warranties set out in this Agreement, as well as each of the representations, covenants and warranties set out in the other Loan Documents, hereby severally and not jointly agree with the Borrower that, subject to and upon the terms and conditions of this Agreement, shall advance the Principal Loan to the Borrower on the Effective Date, but in any event no later than two (2) Business Days after the date hereof, by wiring the funds to the Borrowerâ€™s Account. Â (b)Â Repayment. Borrower agrees to pay all amounts owing pursuant to the terms of this Agreement, including any financing charge, specified fees, interest and any other charges that may be assessed as provided in this Agreement or as documented in the Business Loan, Guaranty, and Security Agreement Supplement (the â€œSupplementâ€) or the Secured Promissory Note (as defined below). The Term Loan shall be repaid by Borrower on the dates specified on Exhibit B-4 of this Agreement (each a â€œScheduled Repayment Dateâ€) by the amount set out opposite each Scheduled Repayment Date (each a â€œScheduled Repayment Amountâ€) and in accordance with the Term Loan Amortization Schedule. If any payment on the Secured Promissory Note is due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. All unpaid principal and accrued and unpaid interest with respect to the Term Loan is due and payable in full on the Maturity Date. The Term Loan may only be prepaid in accordance with SectionsÂ 2.2(c) and 2.2(d). Once repaid, no portion of the Term Loan may be reborrowed. Â Â Â Â (c)Â Mandatory Prepayments. If an event described in SectionÂ 7.2 hereof occurs, or the Term Loan is accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Lenders, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of: (i) all outstanding principal of the Term Loans plus accrued and unpaid interest thereon through the prepayment date, (ii) the Prepayment Fee (as defined in SectionÂ 2.2(d) below), plus (iii) all other Obligations that are due and payable, including, without limitation, interest at the Default Rate with respect to any past due amounts. Â (d)Â Make-Whole Premium. In addition to the obligation to pay all outstanding principal and all accrued and unpaid interest, upon the pre-payment of any principal amount, the Borrower shall be obligated

to pay a make- whole premium payment on account of such principal so paid, which shall be equal to the aggregate and actual amount of interest (at the contract rate of interest) that would be paid through the Maturity Date (â€œPrepayment Feeâ€). Â 2.3 Payment of Interest on the Term Loans. Â (a)Â Interest Rate. Borrower agrees to pay in full the interest as set forth in the Supplement found in Exhibit B-5 of this Agreement. Interest shall accrue on the Term Loan commencing on, and including, the Effective Date of such Term Loan, and shall accrue on the principal amount outstanding under the Term Loan through and including the day on which the Term Loan is paid in full. Â (b)Â Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall accrue interest at a fixed per annum rate equal to the rate that is otherwise applicable thereto plus five percentage points (5.00%) (the â€œDefault Rateâ€). Payment or acceptance of the increased interest rate provided in this SectionÂ 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Collateral Agent. Â (c)Â 360 Day Year. Interest shall be computed on the basis of a three hundred sixty (360) day year and the actual number of days elapsed. Â (d)Â Debit of Accounts; Payments. All payments on the Secured Promissory Note shall be made via automated clearing house transfers of immediately available funds to be initiated by Lender in accordance with the authorization and direction of Borrower to Lead Lender provided in Exhibit B-6 of this Agreement. Â (e)Â Usury Savings Clause. This Agreement and the other Loan Documents are subject to the express condition that at no time shall Borrower be required to pay interest on the principal balance of the Term Loan at a rate which could subject Lenders to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate. If by the terms of this Agreement or the other Loan Documents, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of the Maximum Legal Rate, the Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to the Maximum Legal Rate and all previous payments in excess of the Maximum Legal Rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to the Collateral Agent or Lenders for the use, forbearance, or detention of the sums due under the Loan, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full. Â 2.4 Fees. Borrower shall pay to Collateral Agent and / or Lenders: Â (a)Â Administrative Agent Fee. The Administrative Agent Fee of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00), which shall be paid at closing out of proceeds of the Term Loan for the account of Collateral Agent. Â 2.5Â Secured Promissory Notes. The Term Loan shall be evidenced by a Secured Promissory Note in the form attached as Exhibit D hereto (â€œSecured Promissory Noteâ€) and shall be repayable as set forth in this Agreement. Â 3. CONDITIONS OF LOANS Â 3.1 Conditions Precedent to Term Loan. Each Lenderâ€™s obligation to make the Term Loan is subject to the condition precedent that each Lender shall consent to or shall have received, in form and substance satisfactory to each Lender, such documents, and completion of such other matters, as each Lender may reasonably deem necessary or appropriate. Â 2 Â Â 4. CREATION OF SECURITY INTEREST AND GUARANTEE Â 4.1Â Grant of Security Interest. Effective from and after the Effective Date of the Term Loan, Borrower hereby grants Collateral Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Collateral Agent, for the ratable benefit of the Lenders, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. If Borrower shall acquire a commercial tort claim (as defined in the Code), Borrower shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent. If this Agreement is terminated, Collateral Agentâ€™s Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as the Lendersâ€™ obligation to extend the Term Loan has terminated, Collateral Agent shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower. Â 4.2Â Authorization to File Financing Statements. Borrower hereby authorizes Collateral Agent to file such financing statements and/or take any other action required to perfect Collateral Agentâ€™s security interests in the Collateral, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Collateral Agentâ€™s interest or rights in the Collateral and under the Loan Documents; provided, however, Collateral Agent shall only be permitted to file a financing statement upon an Event of Default. Â 4.3Â Guaranty. Each Guarantor agrees to unconditionally, absolutely and irrevocably, and jointly and severally, guarantee payment of all amounts due (including all present and future debts and liabilities) under the terms of this Agreement and the payment and performance of Borrower of the Obligations under this Agreement, as follows, which guaranty, together with the Confessed Judgment Guaranty Agreement described in sectionÂ 4.3(j) hereof, may be hereinafter referred to as the (â€œGuarantyâ€): Â (a)Â Guarantor hereby irrevocably and unconditionally, jointly and severally, guarantees to Lenders the full and prompt: (i) payment when due of the principal, interest and other sums due under this Agreement and the other Loan Documents, whether now existing or hereafter incurred, and all other obligations whenever incurred by Borrower to Lenders with respect to the aforesaid Term Loan, under or through the Loan Documents when and as the same shall become due and payable, whether at the stated maturity thereof, by acceleration, or otherwise; (ii) payment and performance of all other Obligations; and (iii) all other obligations of Borrower under the Loan Documents and all other documents executed and/or delivered in connection with such Term Loan including, without limitation, the full and indefeasible payment and performance when due of all now existing and future indebtedness, obligations or liabilities of Borrower to Lenders, however arising, whether direct or indirect, absolute or contingent, secured or unsecured, whether arising under any of the Loan Documents as now written or as amended or supplemented hereafter, or by operation of law or otherwise. Payments by Guarantor shall be paid upon demand in the lawful money of the United States of America. Â (b)Â Guarantor further agrees that this Guaranty constitutes an absolute, unconditional, present and continuing GUARANTEE OF PAYMENT AND NOT OF COLLECTION, and waives any right to require that any resort be had by any Lender to: (i) any security (including, without limitation, the assignment of the collateral) held by or for its benefit for payment of the principal, interest or any other sums due under the Loan Documents; (ii) such Lenderâ€™s rights against any other person including Borrower or any other guarantor of such Term Loan; or (iii) any other right or remedy available to any Lender by contract, applicable law or otherwise. Â (c)Â It is the intent of this Guaranty that Lenders shall have the right to resort to Guarantor without resorting to any remedy against Borrower and without demand to it, as though Guarantor is primarily liable for the repayment of the indebtedness. Â 3 Â Â (d)Â The obligations of Guarantor under this Guaranty shall be joint and several, absolute and unconditional and shall remain in full force and effect until the entire principal, interest and all other sums due under the Loan Documents, and all other Obligations, have been paid and, as applicable, performed in full and all other costs and expenses, if any, shall have been paid in full. To the extent permitted by law, the obligations of Guarantor hereunder shall not be affected, modified, released, or impaired by any state of facts or the happening from time to time of any event, including, without limitation, any of the following whether or not with notice to, or the consent of, Guarantor: (a) the invalidity or irregularity of, or any defect in the Loan Documents; (b) any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect the Loan Documents; (c) the compromise, settlement, release, extension, indulgence, change, modification (including without limitation, a change in the maximum amount which may be borrowed or in the maximum interest rate) or termination of any or all of the obligations, covenants or agreements of Borrower or any other guarantor other than by payment in full of the Loan Documents; (d) the actual or purported assignment of any of the obligations, covenants and agreements contained in this Guaranty; (e) the waiver of the payment, performance or observance by Borrower or any other guarantor of any of the obligations, conditions, covenants or agreements or any or all of them contained in the Loan Documents; (f) the receipt and acceptance by Lenders of notes, checks, or other instruments for the payment of money made by Borrower and any extensions or renewals thereof; (g) the extension of the time for payment of the principal, interest or any other sum due under the Loan Documents, but only to the extent delivered to Guarantor in writing prior to any such change; (i) the modification or amendment (whether material or otherwise but including, without limitation, any increase in principal amount or the rate of interest) of any term, duty, obligation, covenant or agreement set forth in the Loan Documents, but only to the extent delivered to Guarantor in writing prior to any such change; (j) the taking of or the omission to take any action referred to in the Loan Documents; (k) any failure, omission, delay or lack of action on the part of any Lender or any other person to enforce, assert or exercise any right, power or remedy conferred upon it under the Loan Documents; (l)Â the voluntary commencement or the existence of an involuntary case or proceeding under the United States Bankruptcy Code or under any state of foreign bankruptcy, insolvency or similar statute applicable to Borrower; the liquidation, dissolution, merger, consolidation, sale or other disposition of all or substantially all the assets of Borrower; the marshaling of assets and liabilities; receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of debts; or other similar events or proceedings applicable to Borrower or any allegation or contest of the validity of this Guaranty or the Loan Documents in any such proceeding; it being specifically understood, consented and agreed to that this Guaranty shall remain and continue in full force and effect and shall be enforceable against Guarantor to the same extent and with the same force and effect as if such events and proceedings had not been instituted; and it is the intent and purpose of this Guaranty that Guarantor shall and does hereby waive all rights and benefits which might accrue to Guarantor by reason of any such proceedings with the exception of any mandatory claims or defenses that would be waived if not raised by Guarantor in such proceedings; (m) any impairment of any security by Borrower pledged under the Loan Documents or to secure this Guaranty, whether by negligence or otherwise (it being understood and agreed that there is no obligation on the part of any Lender to preserve, protect, defend or maintain in any way any security or collateral); (o) the release, substitution or replacement, whether or not in accordance with the terms of the Loan Documents or any redelivery, repossession, surrender or destruction of any such property, in whole or in part; (p) any limitation on the liability or obligations of Borrower or others under the Loan Documents or any termination, cancellation, frustration, invalidity or unenforceability, in whole or in part, except by reason of payment of all amounts due under the Loan Documents; or (q) any failure of Lenders to mitigate damages resulting from any default by Borrower under the Loan Documents. Â (e)Â No act of commission or omission of any kind or at any time on the part of Lenders or their successors or assigns, in respect of any matter whatsoever, shall in any way impair the rights of any Lender, or any successor or assign, to enforce any right, power or benefit under this Guaranty and no set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which Guarantor has or may have against any Lender, other than the defense of payment in full of the obligation guaranteed hereunder, and other than to the extent an available defense involves the bad faith, gross negligence or willful misconduct of Lenders or Lendersâ€™ representatives, or any assignee or successor thereof shall be available hereunder to Guarantor in respect of any matter arising out of this Guaranty. Â (f)Â Guarantor hereby expressly waives notice from Lenders of its acceptance and reliance on this Guaranty. Guarantor agrees to pay all costs, fees, commissions and expenses (including, without limitation, all reasonable attorneysâ€™ fees) which may be incurred by Lenders in enforcing or attempting to enforce this Guaranty following any default on the part of Guarantor hereunder, whether the same shall be enforced by suit or otherwise, unless Lenders are unsuccessful in enforcing the same. Â 4 Â Â (g)Â Guarantor hereby subordinates any and all rights and claims of Guarantor against Borrower or any of Borrowerâ€™s property in connection with claims arising out of any payment made by Guarantor pursuant to this Guaranty, including but not limited to claims pursuant to rights of subrogation. Â (h)Â If, after receipt of any payment of, or proceeds applied to the payment of, all or any part of Borrowerâ€™s indebtedness guaranteed hereby, Lenders are for any reason compelled to surrender such payment or proceeds to any person, because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible set-off, or a diversion of trust funds, or for any other reason, then the obligations guaranteed hereby or part thereof intended to be satisfied shall be revived and continue and this Guaranty shall continue in full force as if such payment or proceeds had not been received by Lenders and Guarantor shall be liable to pay to such Lenders the amount of such payment or proceeds surrendered. The provisions of this paragraph shall survive the termination of this Guaranty. Â (i)Â Any legal action or proceeding with respect to the Loan Documents shall be brought exclusively in the courts of the Commonwealth of Virginia and, by execution and delivery of this Agreement, Guarantor hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Notwithstanding the foregoing, Lenders shall have the right to bring any action or proceeding against Guarantor (or any property of Guarantor) in the court of any other jurisdiction Lenders deem necessary or appropriate. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. Â (j)Â Guarantor shall execute the Confessed Judgment Guaranty Agreement in the form attached hereto as Exhibit E. Â This Guaranty shall be binding upon and be enforceable against each Guarantor, jointly and severally, and their respective heirs, successors, assigns and legal representatives and shall inure to the benefit of Lenders and their successors and assigns. Â 5. REPRESENTATIONS AND WARRANTIES Â Each Borrower, jointly and severally, represents and warrants to Collateral Agent and the Lenders as follows: Â 5.1Â Due Organization, Authorization: Power and Authority. Each Borrower and each of its respective Subsidiaries is duly formed, validly existing and in good standing as under the laws of its jurisdiction of organization or formation and each Borrower and each of its respective Subsidiaries is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to result in a Material Adverse Change. Â 5.2Â Collateral. Borrower, Subsidiaries and each Guarantor has good title to, have rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien under the Loan Documents, free and clear of any and all Liens except Permitted Liens, and neither Borrower nor any of its Subsidiaries have any deposit accounts, securities accounts, commodity accounts or other investment accounts other than the collateral accounts or other investment accounts (the â€œCollateral Accountsâ€), if any, described in the Perfection Certificates delivered to Collateral Agent in connection herewith with respect to which Borrower or Guarantor has given Collateral Agent notice and taken, subject to SectionÂ 6.6 (a), such actions as are necessary to give Collateral Agent a perfected security interest therein. The security interests granted herein are and shall at all times continue to be a first priority perfected security interest in the Collateral, subject only to Permitted Liens that are permitted by the terms of this Agreement to have priority to Collateral Agentâ€™s Lien. All Inventory and Equipment that is part of the Collateral is in all material respects of good and marketable quality, free from material defects. Â 5.3Â Litigation. Except as disclosed on the Perfection Certificate, there are no actions, suits, investigations, or proceedings pending or, to the knowledge of any of the Responsible Officers, threatened in writing by or against Borrower or any of its Subsidiaries involving more than Fifty Thousand Dollars ($50,000.00). Â 5 Â Â 5.4Â No Material Adverse Change; Financial Statements. All consolidated financial statements for Parent and its Subsidiaries, delivered to Collateral Agent fairly present, in conformity with GAAP, in all material respects the consolidated financial condition of Parent and its Subsidiaries, and the consolidated results of operations of Parent and its Subsidiaries. Since the date of the most recent financial statements submitted to any Lender, there has not been a Material Adverse Change. Â 5.5 Solvency. Borrower and each of its Subsidiaries, when taken as a whole, is Solvent. Â 5.6Â Regulatory Compliance. Neither Borrower nor any of its Subsidiaries has violated any laws, ordinances or rules, the violation of which could reasonably be expected to result in a Material Adverse Change. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary to continue their respective businesses as currently conducted. Â 5.7Â Investments. Neither Borrower nor any of its Subsidiaries owns any stock, shares, partnership interests or other equity securities except for Permitted Investments. Â 5.8Â Tax Returns and Payments; Pension Contributions. Each Borrower and each of its respective Subsidiaries has timely filed all required tax returns and reports, and, except as disclosed, each Borrower and each of its respective Subsidiaries, has timely paid all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by such Borrower and such Subsidiaries, in all jurisdictions in which such Borrower or any such Subsidiary is subject to taxes, including the United States, unless such taxes are being contested in goodfaith. Â 5.9Â Use of Proceeds. Borrower shall use the proceeds of the Term Loan to pay off existing balance of $1,080,000.00 for MID: 425739 funded by Agile Capital Funding, LLC, on JuneÂ 28, 2024 and to fund its general business requirements in accordance with the provisions of this Agreement, and not for personal, family, household or agricultural purposes. Â 5.10Â Full Disclosure. No written representation, warranty or other statement of any Borrower or any of its Subsidiaries in any certificate or written statement given to Collateral Agent or any Lender, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Collateral Agent or any Lender, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized that projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results). Â 5.11Â Shares. Each Borrower has full power and authority to create a first lien on its Shares and no disability or contractual obligation exists that would prohibit such Borrower from pledging the Shares pursuant to this Agreement. To Borrowerâ€™s knowledge, there are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to the Shares. With respect to each Subsidiary which is a corporation, the Shares have been and will be duly authorized and validly issued, and are fully paid and non-

assessable. To Borrowerâ€™s knowledge, the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Borrower knows of no reasonable grounds for the institution of any such proceedings. Â Each Guarantor, jointly and severally, represents and warrants to Collateral Agent and the Lenders as follows: Â 5.12Â Guarantee. (a) Guarantor has the power and authority to enter into and perform the Guaranty, and neither the Guaranty, the performance hereunder, the performance of the agreements herein contained nor the consummation of the transactions herein contemplated will violate any court order or decrees or any other agreement to which any Guarantor is subject; and (b) the Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms. Guarantor acknowledges that Guarantorâ€™s agreement to enter into and deliver this Guaranty to Lenders was a material inducement for Lenders to make the aforementioned loan to Borrower. Â 6 Â Â 6. AFFIRMATIVE COVENANTS Â Borrower shall, and shall cause each of its Subsidiaries to, do all of the following: Â 6.1Â Government Compliance. Maintain its and all its Subsidiariesâ€™ legal existence and good standing in their respective jurisdictions of organization and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Change. Â 6.2 Financial Statements, Reports, Certificates, Notices. Â (a)Â Deliver to Collateral Agent and each Lender: (i) as soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated and consolidating balance sheet, income statement and cash flow statement covering the consolidated operations of Parent and its Subsidiaries for such month certified by a Responsible Officer and in a form reasonably acceptable to Collateral Agent; (ii) prompt notice of any material amendments of or other changes to the capitalization table of Borrower (other than Parent) and to the Operating Documents of Borrower or any of its Subsidiaries, together with any copies reflecting such amendments or changes with respect thereto; (iii) as soon as available, but no later than thirty (30) days after the last day of each month, copies of the month end account statements for each Collateral Account maintained by Borrower or its Subsidiaries, which statements may be provided to Collateral Agent and each Lender by Borrower or directly from the applicable institution(s); (iv) prompt notice of any event that (A) could reasonably be expected to materially and adversely affect the Borrowerâ€™s Intellectual Property and (B) could reasonably be expected to result in a Material Adverse Change; (v) written notice at least (10) daysâ€™ prior to Borrowerâ€™s creation of a new Subsidiary in accordance with the terms of SectionÂ 6.10; (vi) written notice at least (30) daysâ€™ prior to Borrowerâ€™s (A) changing its jurisdiction of organization, (B) changing its organizational structure or type, (C) changing its legal name, (D) changing any organizational number (if any) assigned by its jurisdiction of organization, or (E) registering or filing any Intellectual Property; (vii) upon Borrower becoming aware of the existence of any Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, prompt (and in any event within three (3) Business Days) written notice of such occurrence, which such notice shall include a reasonably detailed description of such Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default; (viii) notice of any commercial tort claim of Borrower or any Guarantor and of the general details thereof; (ix) other information as reasonably requested by Collateral Agent or any Lender. (x) written notice of any litigation or governmental proceedings pending or threatened (in writing) against Borrower or any of its Subsidiaries, which could reasonably be expected to result in damages or costs to Borrower or any of its Subsidiaries of more than Fifty Thousand Dollars ($50,000.00); and (xi) written notice of all returns, recoveries, disputes and claims regarding Inventory that involve more than Fifty Thousand Dollars ($50,000.00) individually or in the aggregate in any calendar year. Â (b)Â Keep proper, complete and true books of record and account in accordance with GAAP and in all material respects. Borrower shall, and shall cause each of its Subsidiaries to, allow, at the sole cost of Borrower, Collateral Agent or any Lender, during regular business hours upon reasonable prior notice (provided that no notice shall be required when an Event of Default has occurred and is continuing), to visit and inspect any of its properties, to examine and make abstracts or copies from any of its books and records, and to conduct a collateral audit and analysis of its operations and the Collateral. Such audits shall be conducted no more often than twice every year unless (and more frequently if) an Event of Default has occurred and is continuing. Notwithstanding the foregoing, upon request of any Lender, Borrower agrees to permit such Lender to communicate with Borrowerâ€™s accounting firm, in the presence of a Responsible Officer of the Borrower or the Parent, with respect to the consolidated financial statements delivered pursuant to this SectionÂ 6.2. Â 6.3 Inventory and Returns. Keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower, or any of its Subsidiaries, and their respective account debtors shall follow Borrowerâ€™s, or such Subsidiaryâ€™s, customary practices as they exist at the Effective Date. Â 6.4Â Taxes. Timely file and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by Borrower or its Subsidiaries, except as otherwise permitted pursuant to the terms of SectionÂ 5.8 hereof. Â 7 Â Â 6.5Â Insurance. Keep Borrowerâ€™s and its Subsidiariesâ€™ business and the Collateral insured for risks and in amounts standard for companies in Borrowerâ€™s and its Subsidiariesâ€™ industry and location and as Collateral Agent may reasonably request (including customary lenderâ€™s loss payable endorsements and naming the Collateral Agent as an additional insured), and give the Collateral Agent thirty (30) daysâ€™ prior written notice before any such policy or policies shall be materially altered or canceled (other than cancellation for non-payment of premiums, for which ten (10) daysâ€™ prior written notice shall be required). At Collateral Agentâ€™s request, Borrower shall deliver certified copies of policies and evidence of all premium payments to Collateral Agent. If Borrower or any of its Subsidiaries fails to obtain insurance as required under this SectionÂ 6.5 or to pay any amount or furnish any required proof of payment to third persons, Collateral Agent and/or any Lender may make (but has no obligation to do so), at Borrowerâ€™s expense, all or part of such payment or obtain such insurance policies required in this SectionÂ 6.5, and take any action under the policies Collateral Agent or such Lender deems prudent. Â 6.6Â Operating Accounts. Borrower shall provide Collateral Agent ten (10) daysâ€™ prior written notice before Borrower or any of its Subsidiaries establishes any Collateral Account. Â 6.7Â Litigation Cooperation. Commencing on the Effective Date and continuing through the termination of this Agreement, make available to Collateral Agent and the Lenders, without expense to Collateral Agent or the Lenders, Borrower and each of Borrowerâ€™s officers, employees and agents and Borrowerâ€™s books and records, to the extent that Collateral Agent or any Lender may reasonably deem them necessary to prosecute or defend any third party suit or proceeding instituted by or against Collateral Agent or any Lender with respect to any Collateral or relating to Borrower. Â 6.8Â Landlord Waivers; Bailee Waivers. In the event that Borrower or any Guarantor, after the Effective Date, intends to add any new offices or business locations, including warehouses, or otherwise store any portion of the Collateral with, or deliver any portion of the Collateral to, a bailee, in each case pursuant to SectionÂ 7.2, then Borrower or such Guarantor must first receive the written consent of Collateral Agent to do so. Â 6.9Â Further Assurances. Execute any further instruments and take any and all further action as Collateral Agent or any Lender reasonably requests to perfect or continue Collateral Agentâ€™s Lien in the Collateral or to effect the purposes of this Agreement, including without limitation, permit Collateral Agent or any Lender to discuss Borrowerâ€™s financial condition with Borrowerâ€™s accountants in the presence of a Responsible Officer of the Borrower or the Parent. Â 6.10Â Lockbox Agreement. Upon the request of any Lender at any time after the Effective Date and for any reason in Lendersâ€™ sole and absolute discretion, Borrower shall enter into a lockbox arrangement with Lenders with respect to Borrowerâ€™s accounts receivable at a financial institution of the Lendersâ€™ choosing in their sole and absolute discretion and shall execute a deposit control agreement in favor of Lenders in a form satisfactory to Lenders in their sole and absolute discretion. Â 7. NEGATIVE COVENANTS Â Borrower shall not, and shall not permit any of its Subsidiaries to, do any of the following without the prior written consent of the Required Lenders: Â 7.1Â Dispositions. Convey, sell, lease, transfer, assign, dispose of (collectively, â€œTransferâ€), or permit any of its Subsidiaries to Transfer, all or any part of its business or property (including Intellectual Property), except for Transfers (a) of (i) Inventory in the ordinary course of business and (ii) Inventory, that, prior to the Effective Date, has been written down or written off, together with related tangible assets and non-material Intellectual Property; (b) of worn out or obsolete Equipment; (c) in connection with Permitted Liens, Permitted Investments and Permitted Licenses; (d) of any non-material Intellectual Property; (e) from (i) Borrower or a Guarantor to another Borrower or Guarantor, (ii) a non-Borrower or non-Guarantor Subsidiary to a Borrower or a Guarantor, and (iii) a non-Borrower or non-Guarantor Subsidiary to another non-Borrower or non-Guarantor Subsidiary; or (f) permitted under SectionÂ 7.3 below. Â 8 Â Â 7.2Â Changes in Business or Management, Ownership. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses engaged in by Borrower as of the Effective Date or reasonably related thereto; (b) liquidate or dissolve or permit any of its Subsidiaries to liquidate or dissolve; or (c) cause or permit, voluntarily or involuntarily, any Key Person to cease to be actively engaged in the management of Borrower unless written notice thereof is provided to Collateral Agent and each Lender within ten (10) days of such Key Person ceasing to be actively engaged in the management of Borrower, Â 7.3Â Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock, shares or property of another Person. Â 7.4Â Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness. For the avoidance of doubt, Indebtedness includes Merchant Cash Advances. Â 7.5Â Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Liens), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Collateral Agent, for the ratable benefit of the Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower, or any of its Subsidiaries, from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrowerâ€™s or such Subsidiaryâ€™s Intellectual Property. Â 7.6Â Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of SectionÂ 6.6 hereof. Â 7.7Â Restricted Payments. Pay any dividends (other than dividends payable solely in capital stock) or make any distribution or payment in respect of or redeem, retire or purchase any capital stock. Â 7.8Â Investments. Directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so. Â 7.9Â Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower or any of its Subsidiaries (other than among Borrower and/or Guarantors), except for (a) transactions that are in the ordinary course of Borrowerâ€™s or such Subsidiaryâ€™s business, upon fair and reasonable terms that are no less favorable to Borrower or such Subsidiary than would be obtained in an armâ€™s length transaction with a non-affiliated Person, and (b) Subordinated Debt or equity investments by Borrowerâ€™s investors in Borrower or its Subsidiaries. Â 7.10Â Subordinated Debt. Make or permit any payment on any Subordinated Debt or alternative financings that may encumber any assets of Borrower. Â 7.11Â Material Agreements. Other than in the ordinary course of business, (a) enter into a Material Agreement or (b) terminate or materially amend a Material Agreement. Â 7.12 Financial Covenants. Waived. Â 8. EVENTS OF DEFAULT Â Any one of the following shall constitute an event of default (an â€œEvent of Defaultâ€) under this Agreement: Â 8.1Â Payment Default. Borrower fails to (a) make any payment of principal or interest on the Term Loan on its due date, or (b) pay any other Obligation within three (3) Business Days after such Obligation is due and payable (which three (3) Business Day grace period shall not apply to payments due on the Maturity Date or the date of acceleration pursuant to SectionÂ 9.1 (a) hereof. Â 9 Â Â 8.2Â Covenant Default. Borrower or any of its Subsidiaries fails or neglects to perform any obligation in SectionsÂ 6.2 (Financial Statements, Reports, Certificates), 6.4 (Taxes), 6.5 (Insurance), 6.6 (Operating Accounts), or Borrower violates any provision in SectionÂ 7. Â 8.3 Material Adverse Change. A Material Adverse Change has occurred. Â 8.4 Attachment; Levy; Restraint on Business. Â (a)Â (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower, Guarantor or any of its Material Subsidiaries or of any entity under control of Borrower, Guarantor or its Material Subsidiaries on deposit with any institution at which Borrower or any of its Subsidiaries maintains a Collateral Account, or (ii) a notice of lien, levy, or assessment is filed against Borrower, Guarantor or any of its Material Subsidiaries or their respective assets by any government agency, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); and Â (b)Â (i) any material portion of Borrowerâ€™s or any of its Subsidiariesâ€™ assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower or any of its Subsidiaries from conducting any part of its business; Â 8.5Â Insolvency. (a) Parent is or becomes Insolvent; (b) Parent and its Subsidiaries, taken as a whole, are or become Insolvent; (c) Borrower, Guarantor or any Material Subsidiary begins an Insolvency Proceeding; or (d) an Insolvency Proceeding is begun against Borrower, Guarantor or any Material Subsidiary and is not dismissed or stayed within forty five (45) days (but no Term Loan shall be extended while Parent or any Subsidiary is Insolvent and/or until any Insolvency Proceeding is dismissed); Â 8.6Â Other Agreements. There is a default in any agreement between Borrower or any of its Subsidiaries and a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness. Â 8.7Â Judgments. (a) One or more judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars ($50,000.00) (not covered by independent third party insurance) shall be rendered against Borrower or any of its Subsidiaries and shall remain unsatisfied, unvacated, or unstayed for a period of twenty (20) days after the entry thereof or (b) any judgments, orders or decrees rendered against Borrower that could reasonably be expected to result in a Material Adverse Change; Â 8.8Â Misrepresentations. Borrower or any of its Subsidiaries or any Person acting for Borrower or any of its Subsidiaries makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Collateral Agent and/or Lenders or to induce Collateral Agent and/or the Lenders to enter this Agreement or any Loan Document, and such representation, warranty, or other statement, when taken as a whole, is incorrect in any material respect when made. Â 8.9Â Subordinated Debt. A default or breach occurs under any agreement between Borrower or any of its Subsidiaries and any creditor of Borrower or any of its Subsidiaries that signed a subordination, intercreditor, or other similar agreement with Collateral Agent or the Lenders, or any creditor that has signed such an agreement with Collateral Agent or the Lenders breaches any terms of such agreement; Â 8.10Â Guaranty. (a) Any Guaranty terminates or ceases for any reason to be in full force and effect; (b) any Guarantor does not perform any obligation or covenant under any Guaranty; or (c) any circumstance described in this SectionÂ 8 occurs with respect to any Guarantor; Â 8.11Â Lien Priority. Any Lien created hereunder or by any other Loan Document shall at any time fail to constitute a valid and perfected first Lien on any of the Collateral purported to be secured thereby, subject to no prior or equal Lien, other than Permitted Liens arising as a matter of applicable law; Â 10 Â Â 9. RIGHTS AND REMEDIES Â 9.1Â Rights and Remedies. Upon the occurrence of an Event of Default hereunder (unless all Events of Default have been cured by Borrower or Guarantor, as applicable, or waived by Lenders in writing), Lenders may, at their option: (i) by written notice to Borrower, declare the entire unpaid principal balance of the Term Loan, together with all accrued interest thereon and any other charges or fees payable hereunder, immediately due and payable regardless of any prior forbearance and (ii) exercise any and all rights and remedies available to it hereunder, under the Secured Promissory Note and/or under applicable law, including, without limitation, the right to collect from Borrower all sums due under this Agreement and the Secured Promissory Note and repossess any Collateral at Borrowerâ€™s expense. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lenders or Collateral Agent in connection with Lendersâ€™ exercise of any or all of its rights and remedies under this Agreement or the Secured Promissory Note, including, without limitation, reasonable attorneysâ€™ fees. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. Â 9.2Â Power of Attorney. Borrower hereby irrevocably appoints Collateral Agent as its lawful attorney in fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrowerâ€™s or any of its Subsidiariesâ€™ name on any checks or other forms of payment or security; (b) sign Borrowerâ€™s or any of its Subsidiariesâ€™ name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Collateral Agent determines reasonable; (d) make, settle, and adjust all claims under Borrowerâ€™s insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Collateral Agent or a third party as the Code or any applicable law permits. Borrower hereby appoints Collateral Agent as its lawful attorney in fact to sign Borrowerâ€™s or any of its Subsidiariesâ€™ name on any documents necessary to perfect or continue the perfection of Collateral Agentâ€™s security interest in, and lien on, the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than inchoate indemnity obligations) have been satisfied in full and Collateral Agent and the Lenders are under no further obligation to extend the Term Loan hereunder. Collateral Agentâ€™s foregoing appointment as Borrowerâ€™s or any of its Subsidiariesâ€™ attorney in fact, and all of Collateral Agentâ€™s rights and powers, coupled with an interest, are irrevocable until all Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Collateral Agentâ€™s and the Lendersâ€™ obligation to provide the Term Loan terminates. Â 9.3Â No Waiver; Remedies Cumulative. Failure by Collateral Agent or any Lender, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Collateral Agent or any Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by Collateral Agent and the Required Lenders and then is only effective for the specific instance and purpose for which it is given. The rights and remedies of Collateral Agent and the Lenders

under this Agreement and the other Loan Documents are cumulative. Collateral Agent and the Lenders have all rights and remedies provided under the Code, any applicable law, by law, or in equity. The exercise by Collateral Agent or any Lender of one right or remedy is not an election, and Collateral Agentâ€™s or any Lenderâ€™s waiver of any Event of Default is not a continuing waiver. Collateral Agentâ€™s or any Lenderâ€™s delay in exercising any remedy is not a waiver, election, or acquiescence. Â 9.4Â Demand Waiver. Borrower waives, to the fullest extent permitted by law, demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Collateral Agent or any Lender on which Borrower or any Subsidiary is liable. Â 10. NOTICES Â All notices, consents, requests, approvals, demands, or other communication (collectively, â€œCommunicationâ€) by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by facsimile transmission or e-mail; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Any of Collateral Agent, any Lender or Borrower may change its mailing address or facsimile number by giving the other party written notice thereof in accordance with the terms of this SectionÂ 10. Â 11 Â Â If to Borrower: Â Endeavor Crude, LLC 5220 Spring Valley Dallas TX 75254 E-Mail Address: Jballengee@whiteclawcrude.com Â If to Collateral Agent: Â Agile Capital Funding, LLC 244 Madison Ave, Suite 168 New York, NY 10016 E-Mail Address: aaron@agilecapitalfunding.com Â 11. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER Â 11.1Â Waiver of Jury Trial. EACH OF BORROWER, COLLATERAL AGENT AND LENDERS UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, ANY OF THE INDEBTEDNESS SECURED HEREBY, ANY DEALINGS AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. Â 11.2 Governing Law and Jurisdiction. Â (a)Â THIS AGREEMENT, THE OTHER LOAN DOCUMENTS (EXCLUDING THOSE LOAN DOCUMENTS THAT BY THEIR OWN TERMS ARE EXPRESSLY GOVERNED BY THE LAWS OF ANOTHER JURISDICTION) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE COMMONWEALTH OF VIRGINIA), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN VIRGINIA SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT. Â (b)Â Submission to Jurisdiction. Any legal action or proceeding with respect to the Loan Documents shall be brought exclusively in the courts of the Commonwealth of Virginia, including, without limitation the Circuit Court of Arlington County in the Commonwealth of Virginia and, by execution and delivery of this Agreement, Borrower hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Notwithstanding the foregoing, Collateral Agent and Lenders shall have the right to bring any action or proceeding against Borrower (or any property of Borrower) in the court of any other jurisdiction Collateral Agent or Lenders deem necessary or appropriate in order to realize on the Collateral or other security for the Obligations. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. Â 12 Â Â (c)Â Service of Process. Borrower irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable requirements of law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of Borrower specified herein (and shall be effective when such mailing shall be effective, as provided therein). Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Â (d)Â Non-exclusive Jurisdiction. Nothing contained in this SectionÂ 11.2 shall affect the right of Collateral Agent or Lenders to serve process in any other manner permitted by applicable requirements of law or commence legal proceedings or otherwise proceed against Borrower in any other jurisdiction. Â 12. GENERAL PROVISIONS Â 12.1Â Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Borrower may not transfer, pledge or assign this Agreement or any rights or obligations under it without Collateral Agentâ€™s prior written consent (which may be granted or withheld in Collateral Agentâ€™s discretion, subject to SectionÂ 12.5). The Lenders have the right, without the consent of or notice to Borrower, to sell, transfer, assign, pledge, negotiate, or grant participation in (any such sale, transfer, assignment, negotiation, or grant of a participation, a â€œLender Transferâ€) all or any part of, or any interest in, any one or more Lendersâ€™ obligations, rights, and benefits under this Agreement and the other Loan Documents. In the event of such a Lender Transfer, Collateral Agent or Lead Lender shall have the right to, at its respective sole and absolute option, (a) notify Borrower of such Lender Transfer, in accordance with SectionÂ 10 hereof, and direct Borrower to make payments directly to such other Lender or Lenders, indicating such other Lendersâ€™ Pro Rata share of the Term Loan and the amount of the payment to be made in connection therewith, or (b) continue to collect payments hereunder and under the other Loan Documents and pay such other Lenders their Pro Rata Share of the Term Loan, in accordance with, and on such terms, as are determined by and between the Lenders. Â 12.2Â Indemnification. Borrower, jointly and severally, agrees to indemnify, defend and hold Collateral Agent and the Lenders and their respective members, managers, directors, officers, employees, consultants, agents, attorneys, or any other Person affiliated with or representing Collateral Agent or the Lenders (each, an â€œIndemnified Personâ€) harmless against: (a) all obligations, demands, claims, and liabilities (collectively, â€œClaimsâ€) asserted by any other party in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents; and (b) all losses or expenses incurred, or paid by Indemnified Person in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents between Collateral Agent, and/or the Lenders and Borrower (including reasonable attorneysâ€™ fees and expenses), except for Claims and/or losses directly caused by such Indemnified Personâ€™s gross negligence or willful misconduct. Borrower hereby further, jointly and severally, indemnifies, defends and holds each Indemnified Person harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnified Person) in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnified Person shall be designated a party thereto and including any such proceeding initiated by or on behalf of Borrower, and the reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Collateral Agent or Lenders) asserting any right to payment for the transactions contemplated hereby which may be imposed on, incurred by or asserted against such Indemnified Person as a result of or in connection with the transactions contemplated hereby and the use or intended use of the proceeds of the loan proceeds except for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements directly caused by such Indemnified Personâ€™s gross negligence or willful misconduct. Â 13 Â Â 12.3Â Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision. Â 12.4Â Correction of Loan Documents. Collateral Agent may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties. Â 12.5Â Amendments in Writing; Integration. Â (a) No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, and no consent to any departure by Borrower or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Borrower, Collateral Agent and the Required Lenders provided that: Â (i)Â no such amendment, waiver or other modification that would have the effect of increasing or reducing a Lenderâ€™s Term Loan Commitment or Commitment Percentage shall be effective as to such Lender without such Lenderâ€™s written consent; Â (ii)Â no such amendment, waiver or modification that would affect the rights and duties of Collateral Agent shall be effective without Collateral Agentâ€™s written consent or signature; and Â (iii)Â no such amendment, waiver or other modification shall, unless signed by all the Lenders directly affected thereby, (A) reduce the principal of, rate of interest on or any fees with respect to the Term Loan or forgive any principal, interest (other than default interest) or fees (other than late charges) with respect to the Term Loan (B) postpone the date fixed for, or waive, any payment of principal of the Term Loan or of interest on the Term Loan (other than default interest) or any fees provided for hereunder (other than late charges or for any termination of any commitment); (C) change the definition of the term â€œRequired Lendersâ€ or the percentage of Lenders which shall be required for the Lenders to take any action hereunder; (D) release all or substantially all of any material portion of the Collateral, authorize Borrower to sell or otherwise dispose of all or substantially all or any material portion of the Collateral or release any Guarantor of all or any portion of the Obligations or its guaranty obligations with respect thereto, except, in each case with respect to this clause (D), as otherwise may be expressly permitted under this Agreement or the other Loan Documents (including in connection with any disposition permitted hereunder); (E) amend, waive or otherwise modify this SectionÂ 12.5 or the definitions of the terms used in this SectionÂ 12.5 insofar as the definitions affect the substance of this SectionÂ 12.5; (F) consent to the assignment, delegation or other transfer by Borrower of any of its rights and obligations under any Loan Document or release Borrower of its payment obligations under any Loan Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of SectionÂ 9.4 or amend any of the definitions of Pro Rata Share, Term Loan Commitment, Commitment Percentage or that provide for the Lenders to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder; (H) subordinate the Liens granted in favor of Collateral Agent securing the Obligations. It is hereby understood and agreed that all Lenders shall be deemed directly affected by an amendment, waiver or other modification of the type described in the preceding clauses (C), (D), (E), (F), (G) and (H) of the immediately preceding sentence. Â (b)Â Other than as expressly provided for in SectionÂ 12.5(a)(i) (iii), Collateral Agent may, if requested by the Required Lenders, from time to time designate covenants in this Agreement less restrictive by notification to a representative of Borrower. Â (c)Â This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents. Â 12.6Â Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Any and all electronic signatures, whether by scan, e-mail, PDF, Docusign or similar means, and any electronic delivery of signature pages hereto, shall be treated as originals. Â 14 Â Â 12.7Â Survival. All covenants, representations and warranties made in this Agreement continue in full force and effect until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been satisfied. The obligation of Borrower in SectionÂ 12.2 to indemnify each Lender and Collateral Agent, as well as the confidentiality provisions in SectionÂ 12.8 below, shall survive until the statute of limitations with respect to such claim or cause of action shall have run. Â 12.8Â Confidentiality. In handling any confidential information of Borrower, the Lenders and Collateral Agent shall exercise the same degree of care that it exercises for their own proprietary information, but disclosure of information may be made: (a) subject to the terms and conditions of this Agreement, to the Lendersâ€™ and Collateral Agentâ€™s Subsidiaries or Affiliates; (b) to prospective transferees (other than those identified in (a) above) or purchasers of any interest in the Term Loan (provided, however, the Lenders and Collateral Agent shall obtain such prospective transfereeâ€™s or purchaserâ€™s agreement to the terms of this provision or to similar confidentiality terms); (c) as required by law, regulation, subpoena, or other order; (d) to Lendersâ€™ or Collateral Agentâ€™s regulators or as otherwise required in connection with an examination or audit; (e) as Collateral Agent reasonably considers appropriate in exercising remedies under the Loan Documents; and (f) to third party service providers of the Lenders and/or Collateral Agent so long as such service providers have executed a confidentiality agreement or have agreed to similar confidentiality terms with the Lenders and Collateral Agent with terms no less restrictive than those contained herein. Confidential information does not include information that either: (i) is in the public domain or in the Lendersâ€™ and/or Collateral Agentâ€™s possession when disclosed to the Lenders and/or Collateral Agent, or becomes part of the public domain after disclosure to the Lenders and/or Collateral Agent at no fault of the Lenders or the Collateral Agent; or (ii) is disclosed to the Lenders and/or Collateral Agent by a third party, if the Lenders and/or Collateral Agent does not know that the third party is prohibited from disclosing the information. Collateral Agent and the Lenders may use confidential information for any purpose, including, without limitation, for the development of client databases, reporting purposes, and market analysis. The provisions of the immediately preceding sentence shall survive the termination of this Agreement. The agreements provided under this SectionÂ 12.8 supersede all prior agreements, understanding, representations, warranties, and negotiations between the parties about the subject matter of this SectionÂ 12.8. Â 12.9Â Right of Set Off. Borrower hereby grants to Collateral Agent and to each Lender, a lien, security interest and right of set off as security for all Obligations to Collateral Agent and each Lender hereunder, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Collateral Agent or the Lenders or any entity under the control of Collateral Agent or the Lenders (including a Collateral Agent affiliate) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Collateral Agent or the Lenders may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE COLLATERAL AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED BY BORROWER. Â 12.10Â Borrower Liability. Each Borrower may, acting singly, request credit extensions hereunder. Each Borrower hereby appoints the other as agent for the other for all purposes hereunder, including with respect to requesting credit extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all credit extensions made hereunder, regardless of which Borrower actually receives said credit extension, as if each Borrower hereunder directly received all credit extensions. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, and (b) any right to require Collateral Agent or any Lender to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Collateral Agent and/or any Lender may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrowerâ€™s liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Collateral Agent and the Lenders under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Collateral Agent and the Lenders and such payment shall be promptly delivered to Collateral Agent for application to the Obligations, whether matured or unmatured. Â 15 Â Â 12.11. Change of Law. If, due to any change in applicable law or regulations, or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, the

performance of any provision of this Agreement, the loans granted pursuant hereto or any transaction contemplated hereby shall become unlawful, impracticable or impossible, the Lender shall have the right, with the consent of the Borrower not to be unreasonably withheld, conditioned or delayed, to amend the terms hereof in good faith so as to comply with the then current laws, rules and/or regulations in the way that, in its reasonable judgment, best and most closely reflects the terms and conditions negotiated herein and intended hereby. Â 13. DEFINITIONS Â As used in this Agreement, the following terms have the following meanings: Â â€œAccountsâ€ shall mean accounts receivable of Parent. Â â€œAffiliateâ€ of any Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Personâ€™s senior executive officers, directors, partners if such Person is a partnership and, for any Person that is a limited liability company, that Personâ€™s managers and members. Â â€œBorrowing Baseâ€ shall mean, at any time, an amount equal to 100% of Eligible Accounts. Â â€œBusiness Dayâ€ is any day that is not a Saturday, Sunday or a day on which banks are closed in the Commonwealth of Virginia. Â â€œCodeâ€ is the Internal Revenue Code of 1986, as amended. Â â€œCollateralâ€ is any and all properties, rights and assets of Borrower described on Exhibit A. Â â€œDisbursement Instruction Formâ€ is that certain form attached hereto as Exhibit B-2. Â â€œDrawdownâ€ means any principal amount borrowed or to be borrowed (by any means) under the provisions hereof. Â â€œEligible Accountsâ€ shall mean Accounts that are not excluded as ineligible by virtue of one or more of the criteria set forth below. None of the following shall be Eligible Accounts: (A) Accounts (i) with respect to which the scheduled due date is more than 60 days after the original invoice date, (ii) which are unpaid more than (A) 90 days after the date of the original invoice therefor; (B) Accounts which (i) do not arise from the sale of goods or performance of services in the ordinary course of business, (ii) are not evidenced by an invoice or other documentation reasonably satisfactory to the Collateral Agent, (iii) represent a progress billing, or (iv) are contingent upon any Borrowerâ€™s completion of any further performance; (C) Accounts which are owed by an account debtor which (i) does not maintain its chief executive office in the United States or (ii) is not organized under any applicable law of the United States, any State of the United States or the District of Columbia; (D) Accounts which are owed in any currency other than dollars; or (E) Accounts which are owed by any Affiliate, employee, officer, director or stockholder of any Borrower or Guarantor. Â 16 Â Â â€œEquipmentâ€ is all â€œequipmentâ€ as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing. Â â€œExisting Indebtednessâ€ is the indebtedness of Borrower listed in the Perfection Certificate. Â â€œGuaranty Documentsâ€ is each Guaranty and each security agreement or similar agreement or instrument executed and or delivered in connection therewith, together with all other agreements required by Collateral Agent hereunder from any Guarantor; all in form and substance acceptable to Collateral Agent. Â â€œIndebtednessâ€ is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, (d) merchant cash advances; and (e) Contingent Obligations in respect of any of the foregoing. Â â€œInsolvency Proceedingâ€ is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions or proceedings seeking reorganization, arrangement, or other relief. Â â€œInsolventâ€ means not Solvent. Â â€œIntellectual Propertyâ€ shall mean, all (a) trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, logos, trade dress, domain names, web sites, and all other indicia of origin or quality, and goodwill associated therewith and arising therefrom; (b) patents and patent rights; and (c) works of authorship and copyrights therein, and all common law rights in all of the foregoing, and registration and applications for all of the foregoing issued by or filed with the US Patent and Trademark Office, any State of the US, the US Copyright Office, or any foreign equivalent thereof, and all of the foregoing (a)-(c) used in, at, or in connection with and/or necessary for the (i) conduct of any Borrowerâ€™s business and/or (ii) use and/or operation of the Collateral. Â â€œInventoryâ€ is all â€œinventoryâ€ as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made under the Code, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Personâ€™s custody or possession or in transit and including any returned goods and any documents of title representing any of the above. Â â€œInvestmentâ€ is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person. Â â€œKey Personâ€ is JAMES H. BALLENGEE Â â€œLienâ€ is a mortgage, deed of trust, levy, charge, pledge, security interest, or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property. Â â€œLoan Documentsâ€ are, collectively, this Agreement, the Guaranty Documents, each Secured Promissory Note, each Disbursement Letter, any subordination agreements, any note, or notes or guaranties executed by Borrower or any other Person, and any other present or future document, certificate, form or agreement entered into by Borrower, any Guarantor or any other Person for the benefit of the Lenders and Collateral Agent in connection with this Agreement; all as amended, restated, or otherwise modified or supplemented from time to time. Â â€œMaterial Adverse Changeâ€ is (a) a material adverse change in the business, operations or condition (financial or otherwise) of Parent, or Parent and each Subsidiary, taken as a whole; (b) a material impairment of the prospect of repayment of any portion of the Obligations, or (c) a material adverse effect on the Collateral. Â 17 Â Â â€œMaterial Agreementâ€ is any license, agreement or other similar contractual arrangement with a Person or Governmental Authority whereby Borrower or any of its Subsidiaries is reasonably likely to be required to transfer, either in-kind or in cash, prior to the Maturity Date, assets or property valued (book or market) at more than Fifty Thousand Dollars ($50,000.00) in the aggregate or any license, agreement or other similar contractual arrangement conveying rights in or to any material Intellectual Property. Â â€œMaturity Dateâ€ is 30 weeks from the Effective Date. Â â€œMaximum Legal Rateâ€ shall mean the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by the Note and as provided for herein or the other Loan Documents, under the laws of such state or states whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the Term Loan. Â â€œObligationsâ€ are all of Borrowerâ€™s obligations to pay when due any debts, principal, interest, the Prepayment Fee, the Final Fee, and other amounts Borrower owes the Lenders now or later, in connection with, related to, following, or arising from, out of or under, this Agreement or, the other Loan Documents, or otherwise, and including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of Borrower assigned to the Lenders and/or Collateral Agent, and the performance of Borrowerâ€™s duties under the Loan Documents. Â â€œOperating Documentsâ€ are, for any Person, such Personâ€™s formation documents, as certified by the Secretary of State (or equivalent agency) of such Personâ€™s jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c)Â if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto. Â â€œPerfection Certificateâ€ is that certain form attached hereto as Exhibit B-1. Â â€œPermitted Indebtednessâ€ is: (a) Borrowerâ€™s Indebtedness to the Lenders and Collateral Agent under this Agreement and the other Loan Documents; (b) Indebtedness existing on the Effective Date and disclosed on the Perfection Certificate(s); (c) unsecured Indebtedness to trade creditors and Indebtedness in connection with credit cards incurred in the ordinary course of business; (d) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (c) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Borrower, or its Subsidiary, as the case may be; Â â€œPermitted Investmentsâ€ are: (a) investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; (b) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (b) shall not apply to Investments of Borrower in any Subsidiary. Â â€œPermitted Licensesâ€ are licenses of over-the-counter software that is commercially available to the public. Â â€œPermitted Liensâ€ are Liens existing on the Effective Date and disclosed on the Perfection Certificates or arising under this Agreement and the other Loan Documents; Â â€œPersonâ€ is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency. Â 18 Â Â â€œPropertyâ€ means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible. Â â€œPro Rata Shareâ€ is, as of any date of determination, with respect to each Lender, a percentage (expressed as a decimal, rounded to the ninth decimal place) determined by dividing the outstanding principal amount of the Term Loan held by such Lender by the aggregate outstanding principal amount of the Term Loan. Â â€œRelated Personsâ€ means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates. Â â€œRequired Lendersâ€ means (i) for so long as the Lead Lender has not assigned or transferred any of its interests in the Term Loan, Lenders holding one hundred percent (100%) of the aggregate outstanding principal balance of the Term Loan, or (ii) at any time from and after the Lead Lender has assigned or transferred any interest in its Term Loan, Lenders holding at least fifty one percent (51%) of the aggregate outstanding principal balance of the Term Loan. Â â€œResponsible Officerâ€ is any of the President, Chief Executive Officer, or Chief Financial Officer of Borrower or Parent. Â â€œSecured Promissory Noteâ€ is defined in SectionÂ 2.5. Â â€œSharesâ€ means one hundred percent (100.0%) of the stock, units or other evidence of equity ownership held by Borrower or its Subsidiaries of any Subsidiary which is organized under the laws of the United States. Â â€œSolventâ€ is, with respect to any Person: the fair salable value of such Personâ€™s consolidated assets (including goodwill minus disposition costs) exceeds the fair value of such Personâ€™s liabilities; such Person is not left with unreasonably small capital after the transactions in this Agreement; and such Person is able to pay its debts (including trade debts) as they mature in the ordinary course (without taking into account any forbearance and extensions related thereto). Â â€œSubordinated Debtâ€ is indebtedness incurred by Borrower or any of its Subsidiaries subordinated to all Indebtedness of Borrower and/or its Subsidiaries to the Lenders (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Collateral Agent and the Lenders entered into between Collateral Agent, Borrower, and/or any of its Subsidiaries, and the other creditor), on terms acceptable to Collateral Agent and the Lenders. Â â€œSubsidiaryâ€ is, with respect to any Person, any Person of which more than fifty percent (50%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled, directly or indirectly, by such Person or through one or more intermediaries. Unless otherwise specified, references herein to a Subsidiary means a Subsidiary of Borrower. Â â€œTerm Loanâ€ is defined in SectionÂ 2.2(a) hereof. Â â€œTerm Loan Amortization Scheduleâ€ means the amortization schedule set forth in Exhibit B-4 of this Agreement. Â Â [Balance of Page Intentionally Left Blank] Â 19 Â Â IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by one of its officers thereunto duly authorized on the date hereof. Â Parties Name of Signatory Title Signature Borrowers Â Â Â ENDEAVOR CRUDE, LLC JAMES H. BALLENGEE CEO Â Equipment Transport, LLC JAMES H. BALLENGEE Manager Â MERIDIAN EQUIPMENT LEASING LLC JAMES H. BALLENGEE Manager Â SILVER FUELS PROCESSING LLC JAMES H. BALLENGEE Manager Â GuarantorsÂ Â Â Â ENDEAVOR CRUDE, LLC JAMES H. BALLENGEE CEO Â Equipment Transport, LLC JAMES H. BALLENGEE Manager Â MERIDIAN EQUIPMENT LEASING LLC JAMES H. BALLENGEE Manager Â SILVER FUELS PROCESSING LLC JAMES H. BALLENGEE Manager Â Â LEAD LENDER: Â COLLATERAL AGENT: Agile Lending, LLC Â Agile Capital Funding, LLC Â Â Â Â Â Â By: Aaron Greenblott Â By: Aaron Greenblott Its: Member Â Its: Member Â Â EXHIBITS TO FOLLOW Â 20 Â Â EXHIBIT A Â DESCRIPTION OF COLLATERAL Â The Collateral consists of all of Borrowerâ€™s right, title and interest in and to the following property: Â All of Borrowerâ€™s goods, Accounts, Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (including Intellectual Property), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts and other Collateral Accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and Â All of Borrowerâ€™s books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing. Â Notwithstanding the foregoing, the Collateral does not include (i) any license or contract, in each case if the granting of a Lien in such license or contract is prohibited by or would constitute a default under the agreement governing such license or contract (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to SectionsÂ 9-406, 9- 408 or 9-409 (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such license or contract, as applicable, shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the â€œCollateral.â€ Â All assets listed in the Perfection Certificate. Â 21 Â Â The undersigned, the President of ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (the â€œCompanyâ€), hereby certifies, with reference to (i) the Business Loan, Security, and Guaranty Agreement, dated as of SeptemberÂ 27, 2024 (the â€œLoan Agreementâ€), among Agile Capital Funding, LLC as collateral agent (in such capacity, together with its successors and assigns in such capacity, â€œCollateral Agentâ€), and Agile Lending, LLC, a Virginia limited liability company (â€œLead Lenderâ€) and each assignee that becomes a party to this Agreement pursuant to SectionÂ 12.1 (each individually with the Lead Lender, a â€œLenderâ€ and collectively with the Lead Lender, the â€œLendersâ€), and ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and its subsidiaries, Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company and together with ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company, and together with Parent, and the other entities shown as signatories hereto or that are joined from time to time as a Borrower, individually and collectively, jointly and severally, â€œBorrowerâ€) to the Lender as follows: Â 1. Name, Tax ID, and State of Formation. The exact legal name of the Borrower as that name appears on its Certificate of Organization, as amended, is as follows: Â Name Tax ID State of Incorporation ENDEAVOR CRUDE, LLC 83-3675673 Pennsylvania MERIDIAN EQUIPMENT LEASING LLC 30-1195420 Texas SILVER FUELS PROCESSING LLC 36-4906081 Texas Equipment Transport, LLC 26-1263913 Texas Â 2. Other Identifying Factors. Â (a)Â The following is the mailing address of the Borrower: 23046 AVENIDA DE LA CARLOTA STE 600 LAGUNA HILLS, CA 92653 Â 5220 SPRING VALLEY RD SUITE 415 DALLAS TX 75254 Â 5151 BELT LINE RD SUITE 715 DALLAS, TX 75254 Â 5900 Balcones Dr, Suite 100 Austin, TX 78731 Â 22 Â Â 3. Other Current Locations. Â (a)Â The following are all other locations in the in which the Borrower maintains any books or records relating to any of the Collateral consisting of accounts, instruments, chattel paper, general intangibles or mobile goods: Â None Â Â Â Â Â Â Â Â (b) The following are all other places of business of the Company in the United States of America: Â Â Â Â Â Â Â Â Â Â (c)Â The following are all other locations where any of the Collateral consisting of inventory or equipment is located: Â Â Â Â Â Â Â Â Â Â (d)Â The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment: Â None Â Â Â Â Â Â Â Â 4. Prior Locations. Â (a)Â Set forth below is the information required by Â§4(a) or (b) with respect to each location or place of business previously maintained by the Company at any time during the past five years in a state in which the Company has previously maintained a location or place of business at any time during the past four months: Â Â Â Â Â Â Â Â Â Â (b)Â Set forth below is the information required by Â§4(c) or (d) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past twelve months: Â Â Â Â Â Â Â Â Â Â 23 Â Â 5. Fixtures. Set forth below is the information required by UCC Â§9-502(b) or former UCC Â§9-402(5) of each state in which any of the Collateral consisting of fixtures are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded. Â Â Â Â Â Â Â Â Â Â 6. Intellectual Property. Set forth below is a complete list of all United States and foreign patents, copyrights, trademarks, trade names and service marks registered or for which applications are pending in the name of the Company. Â 7. Securities; Instruments. Set forth below is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company (provide name of issuer, a description of security and value). Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â 8. Motor Vehicles. The following is a complete list of all motor vehicles owned by the Borrower (describe each vehicle by make, model and year and indicate for each the state in which registered and the state in which based): Â Â Vehicle Â State of Registration Â State in Which Based Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â 9. Permitted Indebtedness. Â Lender Balance Total Payment (indicate daily, weekly, or monthly) Â Â Â Â Â Â Â Â Â Â 24 Â Â 10.

Permitted Liens: Â Lien Holder Balance Security Interest Â Â Â Â Â Â Â Â Â Â 11. Bank Accounts. The following is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Company (provide name and address of depository bank, type of account and account number): Â Bank Account Account Routing Account Number Endeavor Crude 065405420 80030352913 Â 12. Unusual Transactions. All of the Collateral has been originated by the Borrower in the ordinary course of the Borrowerâ€™s business or consists of goods which have been acquired by the Borrower in the ordinary course from a person in the business of selling goods of that kind. Â 13. Litigation Â a. The following is a complete list of pending and threatened litigation or claims involving amounts claimed against the Company in an indefinite amount or in excess of $50,000 in each case: Â Â Â Â Â Â Â Â Â Â b. The following are the only claims which the Company has against others (other than claims on accounts receivable), which the Company is asserting or intends to assert, and in which the potential recovery exceeds $50,000: Â Â Â Â Â Â Â Â Â Â 25 Â Â 14. Insurance Broker. The following broker handles the Companyâ€™s property insurance: Â Broker Contact Telephone Email Â Â Â Â Â The Company agrees to advise you of any change or modification to any of the foregoing information or any supplemental information provided on any continuation pages attached hereto, and, until such notice is received by you, you shall be entitled to rely upon such information and presume it is correct. The Company acknowledges that your acceptance of this Perfection Certificate and any continuation pages does not imply any commitment on your part to enter into a loan transaction with the Company, and that any such commitment may only be made by an express written loan commitment, signed by one of your authorized officers. Â Date:Â Â [ENDEAVOR CRUDE] Â By:Â Â Â Â Â Name:JAMES H. BALLENGEE Â Â Â Â Its:Manager Â Â Â Â Email:jballengee@vivakor.com Â 26 Â Â EXHIBIT B-2 Â DISBURSEMENT INSTRUCTION FORM Â The proceeds of the first advance of Term Loan shall be disbursed as follows: Â Term LoanÂ $2,625,000.00Â Â Â Â Â Â Less:Â Â Â Â Administrative Agent Fee to be remitted to Agile Capital Funding, LLCÂ $(125,000.00) ENDEAVOR CRUDE, LLC - 425739 - BalanceÂ $(1,080,000.00) Â Â Â Â Â TOTAL TERM LOAN NET PROCEEDS TO BORROWERÂ $1,420,000.00Â Â The aggregate net proceeds of the Term Loan shall be transferred to the Designated Deposit Account as follows: Â BORROWER: ENDEAVOR CRUDE, LLC Â Account Name:Â Endeavor Crude, LLC Â Â Â Â Bank Name:Â B1 Bank Â Â Â Â ABA Number:Â 065405420 Â Â Â Â Account Number:Â 80030352913 Â Â The proceeds of the subsequent advances of the Term Loan shall be disbursed as follows: Â 27 Â Â EXHIBIT B-3 Â DRAWDOWN SCHEDULE Â Within 2 Business Days of Closing Date. Â 28 Â Â EXHIBIT B-4 Â REPAYMENT AND AMORTIZATION SCHEDULE Â Projected Payment Schedule Â Weekly Payment 10/8/2024 $126,000.00 10/15/2024 $126,000.00 10/22/2024 $126,000.00 10/29/2024 $126,000.00 11/5/2024 $126,000.00 11/12/2024 $126,000.00 11/19/2024 $126,000.00 11/26/2024 $126,000.00 12/3/2024 $126,000.00 12/10/2024 $126,000.00 12/17/2024 $126,000.00 12/24/2024 $126,000.00 12/31/2024 $126,000.00 1/7/2025 $126,000.00 1/14/2025 $126,000.00 1/21/2025 $126,000.00 1/28/2025 $126,000.00 2/4/2025 $126,000.00 2/11/2025 $126,000.00 2/18/2025 $126,000.00 2/25/2025 $126,000.00 3/4/2025 $126,000.00 3/11/2025 $126,000.00 3/18/2025 $126,000.00 3/25/2025 $126,000.00 4/1/2025 $126,000.00 4/8/2025 $126,000.00 4/15/2025 $126,000.00 4/22/2025 $126,000.00 4/29/2025 $126,000.00 Total $3,780,000.00 Â 29 Â Â EXHIBIT B-5 Â Business Loan and Security Agreement Supplement Â Principal Amount of Loan: $2,625,000.00, including the Administrative Agent Fee, available as set forth in the Drawdown Schedule found in Exhibit B-3 of this Agreement. Total Repayment Amount: The total repayment amount of the Term Loan, including all interest, lender fees, and third-party fees, assuming all payments are made on time is $3,780,000.00. Payment Schedule: As set forth in the Repayment and Amortization Schedule found in Exhibit B-4 of the Agreement. Payment Multiplier: (The per dollar cost of the loan inclusive of all interest and fees). 1.44 Interest Charge: $1,155,000.00, assuming all payments are made on time. Fees payable to Collateral Agent and its designees: Administrative Agent Fee: $125,000.00, payable at closing out of proceeds of the Term Loan Â 30 Â Â EXHIBIT B-6 Â AUTHORIZATION AGREEMENT FOR AUTOMATED CLEARING HOUSE TRANSACTIONS Â Borrower hereby authorizes Lender and / or Servicer (or its representatives) to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other obligations due to Lender from Borrower under the terms of the Business Loan, Guaranty and Security Agreement and Secured Promissory Note entered into between Lender and Borrower, as it may be amended, supplemented or replaced from time to time. In addition, if an Event of Default (as defined in the Business Loan, Guaranty and Security Agreement or Secured Promissory Note) occurs, Borrower authorizes Lender and / or Servicer (or its representatives) to debit any and all accounts controlled by Borrower or controlled by any entity with the same Federal Tax Identification Number as Borrower up to the total amount, including but not limited to, all fees and charges, due to Lender from Borrower under the terms of the Agreement. Â Transfer Funds To/From:Â Endeavor Crude, LLCÂ Â Â Â Account Name:Â Endeavor Crude, LLCÂ Â Â Â Bank Name:Â B1 BankÂ Â Â Â ABA Number:Â 065405420Â Â Â Â Account Number:Â 80030352913Â Â This authorization is to remain in full force and effect until all obligations due to Borrower under the Agreement have been fulfilled. Â Borrower Information: Â Borrowerâ€™s Name:Â Endeavor Crude, LLCÂ Â Â Â Signature of Authorized Representative:Â Â Â Â Â Â Print Name:Â JAMES H. BALLENGEEÂ Â Â Â Title:Â ManagerÂ Â Â Â Borrowerâ€™s Tax ID:Â 83-3675673Â Â Â Â Date:Â Â Â 31 Â Â EXHIBIT D Â CONFESSED JUDGMENT SECURED PROMISSORY NOTE Â IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE. Â CONFESSED JUDGMENT SECURED PROMISSORY NOTE Â $ 2,625,000.00 Â Dated SeptemberÂ 27, 2024 Â FOR VALUE RECEIVED, the undersigned, ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and its subsidiaries, Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company, together with Parent, and the other entities shown as signatories hereto or that are joined from time to time as a Borrower, individually and collectively, jointly and severally, â€œBorrowerâ€), HEREBY JOINTLY AND SEVERALLY PROMISE TO PAY to the order of Agile Lending, LLC, or its designees or assigns (â€œLead Lenderâ€) the principal amount of TWO MILLION SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS ($2,625,000.00) or such lesser amount as shall equal the outstanding principal balance of the Term Loan made to Borrower by Lender, plus interest on the aggregate unpaid principal amount of such Term Loan, at the rates and in accordance with the terms of the Business Loan, Guaranty, and Security Agreement dated SeptemberÂ 27, 2024, by and among Borrower, Lender, Collateral Agent, the Guarantors who are signatories thereto, and the other Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the â€œLoan Agreementâ€). If not sooner paid, the entire principal amount and all accrued and unpaid interest hereunder shall be due and payable on the Maturity Date as set forth in the Loan Agreement. Any capitalized term not otherwise defined herein shall have the meaning attributed to such term in the Loan Agreement. Â Principal, interest and all other amounts due with respect to the Term Loan, are payable in lawful money of the United States of America to Lender as set forth in the Loan Agreement and this Confessed Judgment Secured Promissory Note (this â€œNoteâ€). Â The Loan Agreement, among other things, (a) provides for the making of a secured Term Loan by Lender to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events. Â This Note may not be prepaid except as set forth in SectionÂ 2.2 (c) and SectionÂ 2.2(d) of the Loan Agreement. Â This Note and the obligation of Borrower to repay the unpaid principal amount of the Term Loan, interest on the Term Loan and all other amounts due Lender under the Loan Agreement is secured as provided under the Loan Agreement. Â Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived. Â Borrower shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneysâ€™ fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrowerâ€™s obligations hereunder not performed when due. Â This Note shall be governed by, and construed and interpreted in accordance with, the internal laws of the Commonwealth of Virginia. Â 32 Â Â The ownership of an interest in this Note shall be registered on a record of ownership maintained by Lender or its agent. Notwithstanding anything else in this Note to the contrary, the right to the principal of, and stated interest on, this Note may be transferred only if the transfer is registered on such record of ownership and the transferee is identified as the owner of an interest in the obligation. Borrower shall be entitled to treat the registered holder of this Note (as recorded on such record of ownership) as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in this Note on the part of any other person or entity. Â BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS THAT EACH PARTY TO THIS NOTE MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE COMMONWEALTH OF VIRGINIA, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. Â BORROWER UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN. Â UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER OR UNDER THE LOAN AGREEMENT, LEAD LENDER MAY CONFESS JUDGMENT AGAINST BORROWER AS PROVIDED HEREIN. UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT HEREUNDER, BORROWER HEREBY AUTHORIZES AND EMPOWERS THE CLERK OF ANY COURT OF RECORD IN THE COMMONWEALTH OF VIRGINIA, INCLUDING BUT NOT LIMITED TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF ARLINGTON TO ENTER JUDGMENT BY CONFESSION AGAINST BORROWER IN FAVOR OF LEAD LENDER FOR THE FULL AMOUNT DUE AND PAYABLE UNDER THE FINANCING AGREEMENTS AND SECURED BY THE LOAN AGREEMENT, TOGETHER WITH ALL PERMITTED FEES AND INTEREST, AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF LEAD LENDER SETTING FORTH THE AMOUNT THEN DUE, TOGETHER WITH REASONABLE ATTORNEYSâ€™ FEES AND COLLECTION COSTS INCURRED BY LEAD LENDER AS PROVIDED IN THIS INSTRUMENT, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY WAIVING SUMMONS AND OTHER PROCESS, AND DOES HEREBY CONSENT TO THE IMMEDIATE EXECUTION OF SUCH JUDGMENT, EXPRESSLY WAIVING THE BENEFIT OF ALL EXEMPTION OR HOMESTEAD LAWS. Â BORROWER HEREBY CONSTITUTES AND APPOINTS JODIE E. BUCHMAN, ESQ., PIERCE C. MURPHY, ESQ., OF SILVERMAN, THOMPSON, SLUTKIN & WHITE, 400 E PRATT ST, SUITE 900, BALTIMORE, MD, 21202, OR A DULY APPOINTED SUBSTITUTE AS THE TRUE AND LAWFUL ATTORNEY-IN-FACT FOR BORROWER AND ALL PERSONS CLAIMING THROUGH OR UNDER BORROWER TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION IN EJECTMENT FOR POSSESSION OF THE COLLATERAL AND/OR TO APPEAR IN THE CLERKâ€™S OFFICE OF THE CIRCUIT COURT OF ARLINGTON COUNTY,VIRGINIA, OR ANY COURT OF COMPETENT JURISDICTION AND TO CONFESS JUDGMENT AGAINST BORROWER, AND ALL PERSONS CLAIMING UNDER OR THROUGH BORROWER IN FAVOR OF LEAD LENDER, FOR WHICH THIS NOTE, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT; WHEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE COLLATERAL, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. LEAD LENDER MAY BRING AN AMICABLE ACTION IN EJECTMENT AND/OR CONFESS JUDGMENT THEREIN EITHER BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO ENFORCE THIS NOTE AND/OR AFTER ENTRY OF JUDGMENT ON THIS NOTE, OR AFTER A PUBLIC SALE OF THE COLLATERAL IN WHICH LEAD LENDER IS THE SUCCESSFUL BIDDER. Â 33 Â Â BORROWER HEREBY RATIFIES AND CONFIRMS ALL THAT SAID ATTORNEY OR ATTORNEYS MAY DO PURSUANT TO THE FOREGOING POWER. PURSUANT TO SECTION 8.01-435 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, BORROWER IS HEREBY NOTIFIED THAT A SUBSTITUTE ATTORNEY-IN-FACT UNDER THIS PARAGRAPH MAY BE APPOINTED BY THE LEAD LENDER, OBLIGEE, OR PERSON OTHERWISE ENTITLED TO PAYMENT UNDER THIS AGREEMENT BY RECORDING AN INSTRUMENT NAMING SUCH SUBSTITUTE ATTORNEY-IN- FACT IN THE CLERKâ€™S OFFICE WHERE JUDGMENT IS TO BE CONFESSED. Â THE FOREGOING AUTHORIZATION TO PURSUE PROCEEDINGS FOR CONFESSING JUDGMENT AND ANY AND ALL JUDGMENT ENFORCEMENT MEASURES THAT LEAD LENDER OPTS TO PURSUE, INCLUDING BUT NOT LIMITED TO OBTAINING POSSESSION OF THE COLLATERAL, AND IS AN ESSENTIAL PART OF LEAD LENDERâ€™S REMEDIES FOR ENFORCEMENT OF THIS NOTE AND THE LOAN AGREEMENT AND SHALL SURVIVE ANY ENFORCEMENT ACTIONS OR FORECLOSURE SALE BY OR TO LEAD LENDER. Â Â [Signature Page to Follow} Â 34 Â Â IN WITNESS WHEREOF, Borrower caused this Note to be duly executed under seal by one of its officers thereunto duly authorized on the date hereof. Â BORROWER: Â Â BORROWER: Â Â Â Â Â Â Â Â Â Â Â Â Â Â [SEAL] Â Â Â [SEAL] By: JAMES H. BALLENGEE Â Â By: Â Â Date: Â Â Â Date: Â Â Â STATE: COUNTY OF: Â I hereby certify that on_____________, before me, the undersigned, Notary Public in and for the State of____________, at large, personally appeared JAMES H. BALLENGEE, individually and as the ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and its subsidiaries Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing on behalf of himself individually, ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and its subsidiaries, Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company for the purposes set forth therein. Â Â Â Â (Seal) Â Notary Public Â My Commission Expires: Registration Number: Â 35 Â Â IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A GUARANTOR AND DEBTOR, AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE. Â THIS DOCUMENT CONTAINS A WAIVER OF TRIAL BY JURY. Â CONFESSED JUDGMENT GUARANTY AGREEMENT Â This CONFESSED JUDGMENT GUARANTY AGREEMENT (â€œAgreementâ€), dated as of SeptemberÂ 27, 2024, (â€œEffective Dateâ€), is made by the person identified on the signature page hereof as a Guarantor (â€œGuarantorâ€) in favor of Agile Lending, LLC or its designees or assigns (â€œCreditorâ€), for the purpose of inducing Creditor to enter into the Financing Agreements with Debtor. Â FOR GOOD AND SUFFICIENT CONSIDERATION, Guarantor agrees as follows: Â 1.Â DEFINITIONS AND CONSTRUCTION. Capitalized terms shall have the meanings ascribed to them in this SectionÂ 1 or as otherwise defined in the body of this Agreement, or if not defined herein, as defined in the Loan Agreement or the Note. Â 1.1 â€œAcceptable Forumsâ€ â€“ See SectionÂ 17 Â 1.2 â€œBankruptcy Codeâ€ â€“ Title 11 of the United States Code. Â 1.3 â€œCreditorâ€ â€“ Agile Lending, LLC Â 1.4Â â€œDebtorâ€ â€“ Each of ENDEAVOR CRUDE, LLC, A Domestic Texas Limited Liability Company (â€œParentâ€) and its subsidiaries, Equipment Transport, LLC, A Domestic Pennsylvania Limited Liability Company, and MERIDIAN EQUIPMENT LEASING LLC, A Domestic Texas Limited Liability Company, and SILVER FUELS PROCESSING LLC, A Domestic Texas Limited Liability Company, and all successors-in-interest by operation of law or otherwise, including any Trustee (as defined in the Bankruptcy Code) or debtor-in-possession, and any successor-in-interest arising from any merger or reorganization involving such entity, whether it is the surviving or the non-surviving entity. Â 1.5Â â€œFinancing Agreementsâ€ â€“ That certain Business Loan, Guaranty, and Security Agreement, and related agreements including, without limitation, the Confessed Judgment Secured Promissory Note (the â€œNoteâ€), dated as of SeptemberÂ 27, 2024, by and among Debtor, Creditor, Collateral Agent, and the other Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the â€œLoan Agreementâ€). Â 1.6Â â€œGuarantied Obligationsâ€ â€“ All present and future Obligations (as defined in the Financing Agreements) of Debtor to Creditor, including interest and fees that, but for the filing of a petition under the Bankruptcy Code with respect to Debtor, would have accrued on any such obligations; and reasonable attorneysâ€™ fees and expenses incurred by Creditor in connection with its efforts to enforce and collect on this Agreement and all other guaranties of the aforementioned obligations. The Guaranteed Obligations include, but are not limited to the principal amount of TWO MILLION SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS ($2,625,000.00) or such lesser amount as shall equal the outstanding principal balance of the Term Loan, as defined in the Financing Agreements, made to Debtor by Creditor, plus interest on the aggregate unpaid principal amount of such Term Loan, at the rates and in accordance with the terms of the Financing Agreements. Â 2. GUARANTY. Â 2.1Â Promise to Pay. Guarantor unconditionally and irrevocably guarantees to Creditor the prompt payment and full satisfaction of the Guarantied Obligations. This is a guaranty of payment and performance and not of collection. Creditor can enforce this Agreement following the occurrence of an Event of Default under any Financing Agreement, regardless of whether Creditor has exhausted its remedies against other persons obligated to honor the Guarantied Obligations. Guarantor agrees to make any payments to Creditor or its order, on demand, in legal tender of the United States of America, without set-off or deduction or counterclaim. Â 36 Â Â 2.2Â Cumulative Obligations. This Agreement is in addition to any other obligations of Guarantor to Creditor, and to the obligations to Creditor of any other guarantor of the Guarantied Obligations and other indebtedness payable to Creditor, whether such guaranties and indebtedness now exist or arise henceforth. This Agreement shall not affect or invalidate any such other guaranties. To the extent there is a conflict between this Agreement and any prior guaranty or contractual obligations owed by Guarantor to Creditor pertaining to Guarantied Obligations, the provisions of this Agreement shall control. Â 2.3Â Continuing Guaranty. This Agreement shall remain in full force and effect until no Guarantied

Obligations are outstanding and all Financing Agreements have been terminated. This Agreement will take effect when executed and delivered to Creditor by Guarantor, without the necessity of any acceptance by Creditor or any notice to Guarantor or Debtor. Â 2.4Â Joint and Several Obligation. If there are multiple guarantors of the Guarantied Obligations, each such guarantor, including Guarantor, shall be directly liable to Creditor, and each is jointly and severally liable with all other guarantors. The obligations of Guarantor are independent of the obligations of Debtor or any other guarantor, and a separate action may be brought against Guarantor irrespective of whether an action is brought against Debtor or any other guarantor, or whether Debtor or any such other guarantor is joined in such action. Guarantorâ€™s liability hereunder shall not be contingent upon the exercise or enforcement by Creditor of any remedies it may have against Debtor or any other guarantor, or upon the enforcement of any lien or realization upon any security possessed by Creditor. Any release that may be given by Creditor to Debtor or any other guarantor shall not release Guarantor. Â 3.Â AUTHORIZATIONS TO CREDITOR. Guarantor authorizes Creditor, without notice or demand and without diminishing or releasing Guarantorâ€™s obligations under this Agreement, from time to time and at any time to: (a) acquire Accounts from Debtor pursuant to any relevant Financing Agreement; (b) make secured or unsecured loans or other funding advances to Debtor; (c) alter, compromise, renew, extend, accelerate, or otherwise change the schedule, frequency or terms of Debtorâ€™s payments, (d) change interest rates and fees applicable to the Indebtedness as permitted under the Financing Agreements; (e) amend any Financing Agreement between Creditor and Debtor; (f) take, hold, and perfect security of any kind for the payment of the Guarantied Obligations, (g) secure Creditorâ€™s obligations under the Loan Agreement and Note, and exchange, enforce, waive, subordinate, fail to perfect, and release any such security, with or without the substitution of new collateral; (h) release, substitute, agree not to sue, or deal with any one or more of Debtorâ€™s sureties, endorsers, or other guarantors, on any terms or in any manner as Creditor may choose; (i) determine how and when payments and credits shall be applied to the Guarantied Obligations; (j) direct the order or manner of a sale of Collateral, including without limitation any non-judicial sale permitted by the terms of the Financing Agreements, as Creditor in its discretion may determine; (k) sell, transfer, assign or grant participations in all or any part of the Guarantied Obligations; and (l) assign or transfer this Agreement in whole or in part. Â 4. GUARANTOR COVENANTS. Â 4.1Â Guarantor shall keep informed of Debtorâ€™s financial condition and all other circumstances that bear upon the risk of nonpayment of the Guarantied Obligations. Â 4.2Â Guarantor shall, from time to time and at the expense of Guarantor, promptly execute and deliver all further documents and take all further actions as may be necessary, or that Creditor may reasonably request, to enable Creditor to exercise and enforce its rights and remedies hereunder. Â 4.3Â Unless approved in advance by Creditor in writing, such approval to be at Creditorâ€™s discretion, after the date of this Agreement, Guarantor shall not create or permit the incurrence of any lien or pledge upon or with respect to any of its assets. Â 37 Â Â 4.4Â Unless approved in advance by Creditor in writing, such approval to be at Creditorâ€™s discretion, after the date of this Agreement, Guarantor shall not (a) invest in any non-publicly traded, restricted, or illiquid securities, or loan money to any business (other than through the purchase of liquid bonds and related securities registered under federal securities laws), or (b) gift or otherwise retitle or transfer any asset without receiving monetary consideration at fair value, if after such transaction, the asset so gifted, retitled or transferred would no longer be available to support Guarantorâ€™s performance under this Agreement. Notwithstanding the foregoing restrictions, transactions valued up to following aggregate amounts are permitted: In the case of 4.4(a), $25,000 in total; and in the case of 4.4(b), $10,000 annually. Any loan made by Debtor to Guarantor shall be subject to applicable previsions of the Loan Agreement and deemed subordinate in all respects to Debtorâ€™s obligations to Creditor. Â 4.5Â Upon Creditorâ€™s request, Guarantor will provide to Creditor financial and credit information pertaining to Guarantor in forms reasonably acceptable to Creditor, including accountings of transactions governed by SectionÂ 4.4, above, which shall be true and correct in all material respects and fairly represent Guarantorâ€™s financial condition and the nature and composition of any relevant transactions. Â 5. REPRESENTATIONS AND WARRANTIES. Â Guarantor represents and warrants as follows: Â 5.1 Guarantor has full power, right and authority to enter into this Agreement. Â 5.2Â This Agreement does not conflict with, or result in a default under, any other agreement or instrument binding upon Guarantor, and does not result in a violation of any law, regulation, or court decree or order applicable to Guarantor. Â 5.3Â This Agreement is not made in reliance on any representation or warranty by Creditor concerning the financial condition of Debtor, or concerning the nature, value, or extent of any security for the Guarantied Obligations, or concerning any other matter, and no promises have been made to Guarantor by any person to induce Guarantor to enter into this Agreement, except as set forth in this Agreement. Â 5.4Â Guarantor is presently informed of the financial condition of Debtor and all circumstances that a diligent inquiry would reveal that could affect the risk of nonpayment of the Guarantied Obligations. Creditor has made no representation to Guarantor as to the creditworthiness of Debtor. Guarantor has established adequate means of obtaining from Debtor information regarding Debtorâ€™s financial condition, and agrees to keep adequately informed of any facts, events, or circumstances which affect Guarantorâ€™s risks under this Agreement. Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor. Â 5.5Â Guarantor is aware and acknowledges that, notwithstanding any statements made concerning agreements among the parties and Debtorâ€™s obligations under the Financing Agreements, (a) prior to the date of this Agreement, one or more Events of Default occurred under previous financing agreements between Debtor and Creditor that remain uncured pending execution of the Financing Agreements by Debtor and Creditor, thereby exposing guarantors of Debtorâ€™s obligations under such prior agreements to enforcement action by Creditor, and (b) the Financing Agreements are being entered into for the purpose of amending and restructuring the defaulted obligations at the request of the Debtor and the Guarantor. Â 5.6Â No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened. Â 5.7 The consideration provided to induce Guarantor to enter into this Agreement is sufficient in all respects. Â 38 Â Â 6. PAYMENTS. Â 6.1Â Creditor may apply any payment with respect to the Guarantied Obligations or any other amounts due hereunder in such order as Creditor, in its sole and absolute discretion, shall determine. Â 6.2Â If any portion of any payment to Creditor hereunder is set aside and repaid by Creditor for any reason after being made by Guarantor, the amount so set aside shall be revived as a Guarantied Obligation and Guarantor shall be liable for the full amount Creditor is required to repay, plus all costs and expenses (including reasonable and documented attorneysâ€™ fees and related costs) incurred by Creditor in connection therewith. Â 7. WAIVERS. Â 7.1Â Except as prohibited by applicable law, Guarantor waives any right to (a) require Creditor to lend money, purchase accounts, or extend forbearance to Debtor; (b) receive presentment, protest, demand, or notice of any kind, including notice of nonpayment of any obligation or notice of any action or inaction on the part of Debtor, Creditor, or any other party, including notice of any change in the financial condition or obligations of Debtor; (c) demand that Creditor resort for payment from, or proceed directly against, any other person, including Debtor or any other guarantor; (d) demand that Creditor proceed directly against or exhaust any collateral held by Creditor or any other person; (e) receive notice of the terms, time, and place of any public or private sale of collateral held by Creditor; (f) require disposition of collateral held by Creditor in accordance with SectionÂ 8.9A-620(e) of the Code of Virginia of 1950, as amended; (g) redeem collateral held by Creditor in accordance with SectionÂ 8.9A-623 of the Code of Virginia of 1950, as amended; and (h) pursue any other remedy within Creditorâ€™s power. Â 7.2Â Guarantor waives any and all rights or defenses based on suretyship or impairment, whether arising by contract, stature, or operation of law, including but not limited to any rights or defenses arising by reason of (a) any election of remedies by Creditor, including but not limited to non-judicial foreclosure, claimed to have impaired Guarantorâ€™s subrogation rights or rights to proceed against Debtor for reimbursement, including impairment by reason of any law limiting, qualifying, or discharging the Guarantied Obligations; (b) the release of any collateral securing the Guarantied Obligations; (c) any disability of Debtor or Guarantor, or of any other guarantor or person; (d) cessation or release of Debtorâ€™s or any guarantorâ€™s obligation to pay the Guarantied Obligations for any reason other than payment in full in legal tender, as well as Creditorâ€™s failure to give Guarantor notice thereof; and (e) any claim that unjust impairment of collateral securing the Guarantied Obligations should serve to discharge Guarantorâ€™s obligations hereunder. Â 7.3Â Guarantor further waives any or all rights or defenses based on, or arising from, any (a) statute of limitations; (b) claim of usury; (c) pattern or irregularity of enforcement or claim of unenforceability; (d) assignment, amendment, transfer, modification, renewal, waiver, compromise, or addition or supplement relating to the Guarantied Obligations; (e) lack of power or authority of Debtor; and (f) fact or circumstance that may increase Guarantorâ€™s risk hereunder. Â 7.4Â Guarantor waives, and agrees not to assert or claim, deductions to the amounts payable under this Agreement due to any right of setoff, counterclaim, counter-demand, or recoupment, regardless of whether such right may be asserted by Debtor, Guarantor, or both. Â 7.5Â Guarantor warrants and agrees that each of the waivers set forth in this Section is granted with Guarantorâ€™s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by law or public policy. Â 8. ACKNOWLEDGEMENTS. Â 8.1Â Continuing Obligation. Guarantor acknowledges and agrees that Guarantorâ€™s obligations under this Agreement shall apply to and continue with respect to any amount paid to Creditor which is subsequently recovered from Creditor for any reason whatsoever (including without limitation as a result of bankruptcy, insolvency or fraudulent conveyance proceeding), notwithstanding the fact that all or a part of the Guarantied Obligations may have been previously paid, or this Agreement may have been terminated, or both. Â 39 Â Â 8.2Â Creditor Discretion. Without notice to Guarantor and without affecting or impairing the obligations of Guarantor hereunder, Creditor may (a) compromise or settle, extend the term of payment or discharge the performance of, refuse to or otherwise not enforce, or release any obligor of, the Guarantied Obligations, (b) grant indulgences to Debtor or amend the Financing Agreements, or (c) enforce, exchange, release, or waive any security for the Guarantied Obligations or any guaranty of the Guarantied Obligations. Â 8.3Â Subordination. All present and future indebtedness of Debtor to Guarantor is hereby subordinated to the payment of the Guarantied Obligations, excepting salary or other compensation paid to Guarantor in the ordinary course of business as reflected in and permitted by Debtorâ€™s annual operating budget or plan. No payment of any kind shall be made with respect to such indebtedness until the Guarantied Obligations have been indefeasibly paid in full, unless otherwise permitted by Creditor in writing prior to such payment. Any payment received by Guarantor in respect of such indebtedness shall be held by Guarantor as trustee for Creditor, and promptly paid over to Creditor on account of the Guarantied Obligations but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Agreement. Upon request by Creditor, any notes or other instruments now or hereafter evidencing such indebtedness of Debtor to Guarantor shall be marked with a legend that the same are subject to this Agreement or shall be delivered to Creditor for safekeeping. Â 8.4Â Commercially Reasonable Disposition of Collateral. Any disposition of collateral securing the Guarantied Obligations shall be deemed commercially reasonable if, in the written opinion of three commercial loan officers with three or more years of workout experience each, and which are not in the employ of Creditor, the manner of the disposition was not inconsistent with the manner in which such commercial loan officers would have handled the disposition. Â 9. NOTICES. Â 9.1Â Any notice required to be given under this Agreement shall be given in writing, and shall be deemed effective (a) when delivered to the named recipient, if hand-delivered; (b) when transmitted electronically to a fax number or e-mail address listed on the signature page hereof, upon the recipientâ€™s acknowledgment of delivery or the senderâ€™s receipt of a machine-generated acknowledgement; (c) when deposited with a reputable courier service, on the documented delivery date; or (d) when deposited with the United States Postal Service as certified mail, postage pre-paid, on the first attempted delivery date. Â 9.2Â Any party to this Agreement may change its addresses for notices by giving written notice to the other party of such change. Guarantor agrees to keep Creditor informed at all times of its current address for notices, and if different, its office or residence address, as applicable. Â 10.Â AMENDMENT AND WAIVER. Only a writing signed by all parties hereto may amend this Agreement. No failure or delay in exercising any right hereunder shall impair any right that Creditor may have, nor shall any waiver by Creditor hereunder be deemed a waiver of any default or breach subsequently occurring. Creditorâ€™s rights and remedies herein are cumulative and not exclusive of each other or of any rights or remedies that Creditor would otherwise have. Â 11.Â COSTS AND EXPENSES. Guarantor agrees to reimburse Creditor on demand for Creditorâ€™s actual documented costs, including reasonable attorneysâ€™ fees, travel and travel-related costs, photocopying (which, if performed by Creditorâ€™s employees, shall be at the rate of $0.10/page), and other out-of-pocket expenses which Creditor has incurred or may incur (a) in complying with any subpoena or other legal process attendant to any litigation in which Guarantor is a party; (b) in enforcing this Agreement; or (c) in connection with any federal or state insolvency proceeding commenced by or against Guarantor, including any proceeding arising out of the automatic stay, seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Guarantorâ€™s plan thereunder. Â 40 Â Â 12. SUCCESSORS AND ASSIGNS. Â 12.1Â This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Â 12.2Â Creditor may assign its rights and delegate its duties hereunder in connection with an assignment of the Guarantied Obligations. Upon such assignment, Guarantor shall be deemed to have attorned to such assignee and shall owe the same obligations to such assignee and shall accept performance hereunder by such assignee as if such assignee were Creditor. Â 13.Â ENTIRE AGREEMENT. No promises of any kind have been made by Creditor or any third party to induce Guarantor to execute this Agreement. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement. Â 14. REVOCATION. Â 14.1 Guarantor waives any right to revoke the Agreement as to future Guarantied Obligations. Â 14.2 If, contrary to the express intent of this Agreement, any such revocation is attempted by Guarantor, (a) it shall not be effective until thirty (30) business days after written notice thereof has been actually received by an officer of Creditor; (b) it shall not apply to any Guarantied Obligations in existence on such date (including any subsequent continuation, extension, or renewal thereof); (c) it shall not apply to any Guarantied Obligations made or created after such date pursuant to a commitment of Creditor which was, or is believed in good faith by Creditor to be, in existence on the date of such revocation; (d) no payment by any other guarantor or Debtor, or from any other source, prior to the date of such revocation shall reduce the obligations of Guarantor hereunder; and (e) any payment by Debtor or from any source other than Guarantor, subsequent to the date of such revocation, shall first be applied to that portion of the Guarantied Obligations, if any, as to which the revocation by Guarantor is effective and, to the extent so applied, shall not reduce the obligations of Guarantor hereunder. Â 15.Â CHOICE OF LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the Commonwealth of Virginia, without regard for its conflicts of laws principles. Â 16.Â WAIVER OF TRIAL BY JURY. IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING HEREUNDER, OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. Â 17.Â VENUE; JURISDICTION. Any suit, action or proceeding arising hereunder, or in connection with the interpretation, performance or breach hereof, shall be instituted in any court of competent jurisdiction sitting in Arlington County, Virginia, or if none, in a court sitting in in the Commonwealth of Virginia, or if the proceeding is brought by Creditor, in any court having jurisdiction sitting in the city or county of the State in which Guarantorâ€™s residence or place of business (whichever is applicable) is located (the â€œAcceptable Forumsâ€). Guarantor agrees that the Acceptable Forums are convenient to it, submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue. Should a proceeding be initiated in any other forum, Guarantor waives any right to oppose any motion or application made by Creditor to transfer such proceeding to an Acceptable Forum. Â 41 Â Â 18.Â SERVICE OF PROCESS. Guarantor agrees that Creditor may serve process upon Guarantor by regular mail at the address set forth herein or at such other address as may be reflected in the records of Creditor or, at the option of Creditor, upon Guarantorâ€™s agent for the service of process. Â 19.Â CONFESSION OF JUDGMENT. GUARANTOR HEREBY IRREVOCABLY APPOINTS, AUTHORIZES AND EMPOWERS JODIE E. BUCHMAN AND/OR PIERCE C. MURPHY, OF SILVERMAN THOMPSON SLUTKIN WHITE, LLC, 400 E PRATT ST, SUITE 900, BALTIMORE, MD 21202, OR A DULY APPOINTED SUBSTITUTE, AS THE TRUE AND LAWFUL ATTORNEY-IN-FACT FOR GUARANTOR TO APPEAR IN THE CLERKâ€™S OFFICE OF THE CIRCUIT COURT FOR ARLINGTON COUNTY, VIRGINIA, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION, AND TO CONFESS JUDGMENT AGAINST GUARANTOR PURSUANT TO THE PROVISIONS OF SECTION 8.01-432 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, FOR THE GUARANTIED AMOUNT TOGETHER WITH ALL PERMITTED FEES AND INTEREST, AND ANY OTHER AMOUNTS DUE AND PAYABLE UNDER THE FINANCING AGREEMENTS, AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF CREDITOR SETTING FORTH THE AMOUNT THEN DUE, TOGETHER WITH REASONABLE ATTORNEYSâ€™ FEES AND COLLECTION COSTS INCURRED BY CREDITOR AS PROVIDED IN THIS INSTRUMENT, TO THE EXTENT PERMITTED BY LAW. THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST; IT MAY NOT AND

SHALL NOT BE TERMINATED BY GUARANTOR. IF A COPY OF THE INSTRUMENT, VERIFIED BY AFFIDAVIT, SHALL HAVE BEEN FILED IN THE AFOREMENTIONED CLERKâ€™S OFFICE, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. GUARANTOR HEREBY RELEASES ALL ERRORS AND WAIVES ITS RIGHTS OF APPEAL, STAY OF EXECUTION, AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. GUARANTOR SHALL, UPON CREDITORâ€™S REQUEST, NAME ADDITIONAL OR ALTERNATE PERSONS AS ITS DULY CONSTITUTED ATTORNEY(S)-IN-FACT TO CONFESS JUDGMENT AGAINST GUARANTOR. NO SINGLE EXERCISE OF THE POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS CREDITOR MAY ELECT UNTIL ALL AMOUNTS OWING ON THIS AGREEMENT HAVE BEEN PAID IN FULL. NO JUDGMENT AGAINST FEWER THAN ALL THE PERSONS CONSTITUTING THE GUARANTOR SHALL BAR SUBSEQUENT ACTION OR JUDGMENT AGAINST ANY ONE OR MORE OF SUCH PERSONS AGAINST WHOM JUDGMENT HAS NOT BEEN OBTAINED IN THIS INSTRUMENT. Â GUARANTOR HEREBY RATIFIES AND CONFIRMS ALL THAT SAID ATTORNEY OR ATTORNEYS MAY DO PURSUANT TO THE FOREGOING POWER. PURSUANT TO SECTION 8.01-435 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, GUARANTOR IS HEREBY NOTIFIED THAT A SUBSTITUTE ATTORNEY-IN-FACT UNDER THIS PARAGRAPH MAY BE APPOINTED BY THE LEAD LENDER, OBLIGEE, OR PERSON OTHERWISE ENTITLED TO PAYMENT UNDER THIS AGREEMENT BY RECORDING AN INSTRUMENT NAMING SUCH SUBSTITUTE ATTORNEY-IN- FACT IN THE CLERKâ€™S OFFICE WHERE JUDGMENT IS TO BE CONFESSED. Â 20.Â SEVERABILITY. If any parts or provisions of this Agreement cannot be enforced, the other parts and provisions shall remain valid and enforceable. If feasible, an offending provision shall be deemed modified so that it becomes valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted. Â 21. TIME. Time is of the essence in the performance of this Agreement. Â 22.Â ACKNOWLEDGEMENT. THE UNDERSIGNED GUARANTOR HAS READ AND FULLY UNDERSTANDS THE FINANCING AGREEMENTS AND THIS AGREEMENT, AND HAS RECEIVED THE BENEFIT OF EXPERT COUNSEL TO THE EXTENT DEEMED NECESSARY BYGUARANTOR Â 42 Â Â TO ENSURE ITS UNDERSTANDING OF THE FOREGOING. GUARANTOR HEREBY AGREES TO THE TERMS OF THIS AGREEMENT. Â IN WITNESS WHEREOF, Guarantor has executed this Agreement under seal as of the date first written above. Â GUARANTOR:Â Â Â [SEAL] Â Â Â Â Â By (signature):Â Â Â Â Â Â Â Â Â Office Address:Â Home Address:Â E-mail/Phone:Â Â Â Â Â Â Â Â Â Â Â CREDITOR:Â Â Â Â Â Â Â Â Â Â Â Signature:Â Â Â Â Â Â Â Â Â By:Â Â Â Â Â Â Â Â Â E-Mail:Â Â Â Â Â 43 Â Â ACKNOWLEDGMENT Â STATE OF _____) Â SS Â COUNTY OF _____) Â On this day before me, the undersigned Notary Public, personally appeared Guarantor: Â _____, to me known to be the individual described in and who executed the Confessed Judgment Guaranty Agreement (â€œAgreementâ€), and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Â Given under my hand and official Seal this _____ day of _____20Â _____. Â ByÂ Â Â Â Â Â AddressÂ Â Â Â Â Â Notary Public in and forÂ Â Â Â Â Â My commission expiresÂ Â Â Â Â Â My registration number isÂ Â Â Â 44 EX-10.45 13 vivakor_ex10-45.htm EXHIBIT 10.45 Â Exhibit 10.45 Â CURVE CAPITAL LLC 5401 Collins Avenue CU-9A Miami Beach, FL 33140 (786) 490-7809 reconciliations@curvecapitalllc.com Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â This is an Agreement dated 3/6/2024 by and between CURVE CAPITAL LLC (â€œCURVEâ€), inclusive of its successors and assigns, and each merchant listed below (â€œMerchantâ€). Â Merchantâ€™s Legal Name: ENDEAVOR CRUDE LLC and all entities listed on â€œEXHIBIT Aâ€ D/B/A/: ENDEAVOR CRUDEÂ Â Â Â Â Fed ID #: 83-3675673 Type of Entity: LLC Business Address: 5220 SPRING VALLEY RD STE LL20 Â City:Â DALLAS State:Â TX Zip:Â 75254 Contact Address: 5220 SPRING VALLEY RD STE LL20 Â City:Â DALLAS State:Â TX Zip:Â 75254 E-mail Address: Â Â Phone Number: Â Â Purchase Price This is the amount being paid to Merchant(s) for the Receivables Purchased Amount (defined below). This amount may be paid in installments if there is an Addendum stating that it will be paid in installments. $2,000,00.00 Receivables Purchased Amount This is the amount of Receivables (defined in SectionÂ 1 below) being sold. This amount may be sold in installments if there is an Addendum stating that it will be sold in installments. $2,780,000.00 Specified Percentage This is the percentage of Receivables (defined below) to be delivered until the Receivables Purchased Amount is paid in full. 4% Net Funds Provided This is the net amount being paid to or on behalf of Merchant(s) after deduction of applicable fees listed in SectionÂ 2 below. This amount may be paid in installments if there is an Addendum stating that it will be paid in installments. 1,940,000.00 Net Amount to Be Received Directly by Merchant(s) This is the net amount being received directly by Merchant(s) after deduction of applicable fees listed in SectionÂ 2 below and the payment of any part of the Purchase Price elsewhere pursuant to any Addendum to this Agreement. This amount may be paid in installments if there is an Addendum stating that it will be paid in installments. If any deduction is being made from the Purchase Price to pay off another obligation by Merchant(s), then the Net Amount to be Received Directly by Merchant(s) is subject to change based on any change in the amount of the other obligation(s) to be paid off. $1,129,180.00 Initial Estimated Payment This is the initial amount of periodic payments collected from Merchant(s) as an approximation of no more than the Specified Percentage of the Receivables and is subject to reconciliation as set forth in SectionÂ 4 below. $76,000.00 Â per_WEEK_ Â TERMS AND CONDITIONS Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 2 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â 1.Â Sale of Future Receipts. Merchant(s) hereby sell, assign, and transfer to CURVE (making CURVE the absolute owner) in consideration of the funds provided (â€œPurchase Priceâ€) specified above, all of each Merchantâ€™s future accounts, contract rights, and other obligations arising from or relating to the payment of monies from each Merchantâ€™s customers and/or other third party payors (the â€œReceivablesâ€, defined as all payments made by cash, check, credit or debit card, electronic transfer, or other form of monetary payment in the ordinary course of each merchantâ€™s business), for the payment of each Merchantâ€™s sale of goods or services until the amount specified above (the â€œReceivables Purchased Amountâ€) has been delivered by Merchant(s) to CURVE. Each Merchant hereby acknowledges that until the Receivables Purchased Amount has been received in full by CURVE, each Merchantâ€™s Receivables, up to the balance of the Receivables Purchased Amount, are the property of CURVE and not the property of any Merchant. Each Merchant agrees that it is a fiduciary for CURVE and that each Merchant will hold Receivables in trust for CURVE in its capacity as a fiduciary for CURVE. Â The Receivables Purchased Amount shall be paid to CURVE by each Merchant irrevocably authorizing only one depositing account acceptable to CURVE (the â€œAccountâ€) to remit the percentage specified above (the â€œSpecified Percentageâ€) of each Merchantâ€™s settlement amounts due from each transaction, until such time as CURVE receives payment in full of the Receivables Purchased Amount. Each Merchant hereby authorizes CURVE to ACH debit the specified remittances and any applicable fees listed in SectionÂ 2 from the Account on a daily basis as of the next business day after the date of this Agreement and will provide CURVE with all required access codes and monthly bank statements. Each Merchant understands that it will be held responsible for any fees resulting from a rejected ACH attempt or an Event of Default (see SectionÂ 2). CURVE is not responsible for any overdrafts or rejected transactions that may result from CURVEâ€™S ACH debiting the Specified Percentage amounts under the terms of this Agreement. Each Merchant acknowledges and agrees that until the amount of the Receivables collected by CURVE exceeds the amount of the Purchase Price, CURVE will be permitted not treat any amount collected under this Agreement as profit for taxation and accounting purposes. Â 2.Â Additional Fees. In addition to the Receivables Purchased Amount, each Merchant will be held responsible to CURVE for the following fees, where applicable: Â A.Â $60,000.00 - to cover underwriting, the ACH debit program, and expenses related to the procurement and initiation of the transactions encompassed by this Agreement. This will be deducted from payment of the Purchase Price. Â B.Â Wire Fee - Merchant(s) shall receive funding electronically to the Account and will be charged $50.00 for a Fed Wire or $0.00 for a bank ACH. This will be deducted from payment of the Purchase Price. Â C.Â NSF/Rejected ACH Fee - $50.00 for each time an ACH debit to the Account by CURVE is returned or otherwise rejected. No Merchant will be held responsible for such a fee if any Merchant gives CURVE notice no more than one business day in advance that the Account will have insufficient funds to be debited by CURVE and no Merchant is otherwise in default of the terms of the Agreement. Each such fee may be deducted from any payment collected by CURVE or may be collected in addition to any other payment collected by CURVE under this Agreement. Â D. Blocked Account/Default - $2,500.00 - If an Event of Default has taken place under SectionÂ 30. Â E. UCC Fee - $195.00 â€“ to cover CURVE filing a UCC-1 financing statement to secure its interest in the Receivables Purchased Amount. A $195.00 UCC termination fee will be charged if a UCC filing is terminated. Â F.Â $0.00 - legal compliance with applicable disclosure laws and regulations. This will be deducted from payment of the Purchase Price. Â G.Â Court costs, arbitration fees, collection agency fees, attorney fees, expert fees, and any other expenses incurred in litigation, arbitration, or the enforcement of any of CURVEâ€™S legal or contractual rights against each Merchant and/or each Guarantor, if required, as explained in other Sections of this Agreement. Â 3.Â Estimated Payments. Instead of debiting the Specified Percentage of Merchantâ€™s Receivables, CURVE may instead debit $76,000.00 (â€œEstimated Paymentâ€) from the Account every WEEK. The Estimated Payment is intended to be an approximation of no more than the Specified Percentage, subject to reconciliation. Â 4.Â Reconciliations. Any Merchant may contact CURVEâ€™S Reconciliation Department to request that CURVE conduct a reconciliation in order to ensure that the amount that CURVE has collected equals the Specified Percentage of Merchant(s)â€™s Receivables under this Agreement. A request for a reconciliation by any Merchant must be made by giving written notice of the request to CURVE or by sending an e-mail to reconciliations@curvecapitalllc.com stating that a reconciliation is being requested. In order to effectuate the reconciliation, any Merchant must produce with its request any and all bank statements covering the period from the date of this Agreement through the date of the request for a reconciliation as well as Merchantâ€™s account reports showing transactions in the month to date, or other documents or Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 3 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â reports available to Merchant for verification of its revenues, or, if available, the login and password for the Account. Once, notified of a request for reconciliation, CURVE will instruct itâ€™s ACH processor to pause ACH debits from Merchantâ€™s account until the reconciliation process is complete. CURVE will complete each reconciliation requested by any Merchant within two business days after receipt of proper notice of a request for one accompanied by the information and documents required for it. CURVE may also conduct a reconciliation on its own at any time by reviewing Merchant(s)â€™s Receivables covering the period from the date of this Agreement until the date of initiation of the reconciliation, each such reconciliation will be completed within two business days after its initiation, and CURVE will give each Merchant written notice of the determination made based on the reconciliation within one business day after its completion. If a reconciliation determines that CURVE collected more than it was entitled to, then CURVE will credit to the Account all amounts to which CURVE was not entitled and, if there is an Estimated Payment, decrease the amount of the Estimated Payment so that it is consistent with the Specified Percentage of Merchant(s)â€™s Receivables from the date of the Agreement through the date of the reconciliation. If a reconciliation determines that CURVE collected less than it was entitled to, then CURVE will debit from the Account all additional amounts to which CURVE was entitled and, if there is an Estimated Payment, increase the amount of the Estimated Payment so that it is consistent with the Specified Percentage of Merchant(s)â€™s Receivables from the date of the Agreement through the date of the reconciliation. For the avoidance of doubt, in the event Merchant desires reconciliation it shall be Merchantâ€™s sole responsibility to initiate the reconciliation process in this SectionÂ 4. Nothing herein limits the amount of times that a reconciliation may be requested or conducted. Â 5.Â Merchant Deposit Agreement. Merchant(s) shall appoint a bank acceptable to CURVE, to obtain electronic fund transfer services and/or â€œACHâ€ payments. Merchant(s) shall provide CURVE and/or its authorized agent with all of the information, authorizations, and passwords necessary to verify each Merchantâ€™s Receivables. Merchant(s) shall authorize CURVE and/or its agent(s) to deduct the amounts owed to CURVE for the Receivables as specified herein from settlement amounts which would otherwise be due to each Merchant and to pay such amounts to CURVE by permitting CURVE to withdraw the Specified Percentage by ACH debiting of the account. The authorization shall be irrevocable as to each Merchant absent CURVEâ€™S written consent until the Receivables Purchased Amount has been paid in full or the Merchant becomes bankrupt or goes out of business without any prior default under this Agreement. Â 6.Â Term of Agreement. The term of this Agreement is indefinite and shall continue until CURVE receives the full Receivables Purchased Amount, or earlier if terminated pursuant to any provision of this Agreement. The provisions of SectionsÂ 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52 shall survive any termination of this Agreement. Â 7.Â Ordinary Course of Business. Each Merchant acknowledges that it is entering into this Agreement in the ordinary course of its business and that the payments to be made from each Merchant to CURVE under this Agreement are being made in the ordinary course of each Merchantâ€™s business. Â 8.Â Financial Condition. Each Merchant and each Guarantor (Guarantor being defined as each signatory to the Guarantee of this Agreement) authorizes CURVE and its agent(s) to investigate each Merchantâ€™s financial responsibility and history, and will provide to CURVE any bank or financial statements, tax returns, and other documents and records, as CURVE deems necessary prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of financial information. CURVE is authorized to update such information and financial profiles from time to time as it deems appropriate. Â 9.Â Monitoring, Recording, and Electronic Communications. CURVE may choose to monitor and/or record telephone calls with any Merchant and its owners, employees, and agents. By signing this Agreement, each Merchant agrees that any call between CURVE and any Merchant or its representatives may be monitored and/or recorded. Each Merchant and each Guarantor grants access for CURVE to enter any Merchantâ€™s premises and to observe any Merchantâ€™s premises without any prior notice to any Merchant at any time after execution of this Agreement. Â CURVE may use automated telephone dialing, text messaging systems, and e-mail to provide messages to Merchant(s), Owner(s) (Owner being defined as each person who signs this Agreement on behalf of a Merchant), and Guarantor(s) about Merchant(s)â€™s account. Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by an Owner, a Guarantor, or someone else. These messages may also be recorded by the recipientâ€™s answering machine or voice mail. Each Merchant, each Owner, and each Guarantor gives Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 4 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â CURVE permission to call or send a text message to any telephone number given to CURVE in connection with this Agreement and to play pre-recorded messages and/or send text messages with information about this Agreement and/or any Merchantâ€™s account over the phone. Each Merchant, each Owner, and each Guarantor also gives CURVE permission to communicate such information to them by e-mail. Each Merchant, each Owner, and each Guarantor agree that CURVE will not be liable to any of them for any such calls or electronic communications, even if information is communicated to an unintended recipient. Each Merchant, each Owner, and each Guarantor acknowledge that when they receive such calls or electronic communications, they may incur a charge from the company that provides them with telecommunications, wireless, and/or Internet services, and that CURVE has no liability for any such charges. Â 10.Â Accuracy of Information Furnished by Merchant and Investigation Thereof. To the extent set forth herein, each of the parties is obligated upon his, her, or its execution of the Agreement to all terms of the Agreement. Each Merchant and each Owner signing this Agreement represent that he or she is authorized to sign this Agreement for each Merchant, legally binding said Merchant to its obligations under this Agreement and that the information provided herein and in all of CURVEâ€™S documents, forms, and recorded interview(s) is true, accurate, and complete in all respects. CURVE may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant(s) to CURVE. An investigative report may be made in connection with the Agreement. Each Merchant and each Owner signing this Agreement authorize CURVE, its agents and representatives, and any credit-reporting agency engaged by CURVE, to (i) investigate any references given or any other statements obtained from or about each Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as any Merchant and/or Owners(s) continue to have any obligation to CURVE under this Agreement or for CURVEâ€™S ability to determine any Merchantâ€™s eligibility to enter into any future agreement with CURVE. Any misrepresentation made by any Merchant or Owner in connection with this Agreement may constitute a separate claim for fraud or intentional misrepresentation. Â Authorization for soft pulls: Each Merchant and each Owner understands that by signing this Agreement, they are providing â€˜written instructionsâ€™ to CURVE under the Fair Credit Reporting Act, authorizing CURVE to obtain information from their personal credit profile or other information from Experian, TransUnion, and Equifax. Each Merchant and each Guarantor authorizes CURVE to obtain such information solely to conduct a pre-qualification for credit. Â Authorization for hard pulls: Each Merchant and each Owner understands that by signing this Agreement, they are providing â€˜written instructionsâ€™ to CURVE under the Fair Credit Reporting Act, authorizing CURVE to obtain information from their personal credit profile or other information from Experian, TransUnion, and Equifax. Each Merchant and each Guarantor authorizes CURVE to obtain such information in accordance with a merchant cash advance application. Â 11.Â Transactional History. Each Merchant authorizes its bank to provide CURVE with its banking and/or credit card processing history. Â 12.Â Indemnification. Each Merchant and each Guarantor jointly and severally indemnify and hold harmless each Merchantâ€™s credit card and check processors

(collectively, â€œProcessorâ€) and Processorâ€™s officers, directors, and shareholders against all losses, damages, claims, liabilities, and expenses (including reasonable attorney and expert fees) incurred by Processor resulting from (a) claims asserted by CURVE for monies owed to CURVE from any Merchant and (b) actions taken by any Processor in reliance upon information or instructions provided by CURVE. Â 13.Â No Liability. In no event will CURVE be liable for any claims asserted by any Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is waived by each Merchant and each Guarantor. Â 14.Â Sale of Receivables. Each Merchant and CURVE agree that the Purchase Price under this Agreement is in exchange for the Receivables Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from CURVE to any Merchant. CURVE is entering into this Agreement knowing the risks that each Merchantâ€™s business may decline or fail, resulting in CURVE not receiving the Receivables Purchased Amount. Any Merchant going bankrupt, going out of business, or experiencing a slowdown in business or a delay in collecting Receivables will not on its own without anything more be considered a breach of this Agreement. Each Merchant agrees that the Purchase Price in exchange for the Receivables pursuant to this Agreement equals the fair market value of such Receivables. CURVE has purchased and shall own all the Receivables described in this Agreement up to the full Receivables Purchased Amount as the Receivables are created. Payments made to CURVE in respect to the full amount Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 5 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â of the Receivables shall be conditioned upon each Merchantâ€™s sale of products and services and the payment therefor by each Merchantâ€™s customers in the manner provided in this Agreement. Each Merchant and each Guarantor acknowledges that CURVE does not purchase, sell, or offer to purchase or sell securities and that this Agreement is not a security, an offer to sell any security, or a solicitation of an offer to buy any security. Although certain jurisdictions require the disclosure of an Annual Percentage Rate or APR in connection with this Agreement, those disclosures do not change the fact that the transaction encompassed by this Agreement is not a loan and does not have an interest rate. Â 15.Â Power of Attorney. Each Merchant irrevocably appoints CURVE as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to CURVE for the benefit of each Merchant and only in order to prevent the occurrence of an Event of Default (as described in SectionÂ 30). If an Event of Default takes place under SectionÂ 30, then each Merchant irrevocably appoints CURVE as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to CURVE from each Merchant, including without limitation (i) to collect monies due or to become due under or in respect of any of the Collateral (which is defined in SectionÂ 29); (ii) to receive, endorse and collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) above; (iii) to sign each Merchantâ€™s name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to CURVE; and (iv) to file any claims or take any action or institute any proceeding which CURVE may deem necessary for the collection of any of the unpaid Receivables Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount. Â 16.Â Protections Against Default. The following Protections 1 through 6 may be invoked by CURVE, immediately and without notice to any Merchant if any Event of Default listed in SectionÂ 30 has occurred. Â Protection 1: The full uncollected Receivables Purchased Amount plus all fees due under this Agreement may become due and payable in full immediately. Â Protection 2. CURVE may enforce the provisions of the Guarantee against Guarantor. Protection 3. CURVE may enforce its security interest in the Collateral identified in SectionÂ 29. Â Protection 4. CURVE may proceed to protect and enforce its rights and remedies by litigation or arbitration. Â Protection 5. CURVE may debit any Merchantâ€™s depository accounts wherever situated by means of ACH debit or electronic or facsimile signature on a computer-generated check drawn on any Merchantâ€™s bank account or otherwise, in an amount consistent with the terms of this Agreement. Â Protection 6. CURVE will have the right, without waiving any of its rights and remedies and without notice to any Merchant and/or Guarantor, to notify each Merchantâ€™s credit card and/or check processor and account debtor(s) of the sale of Receivables hereunder and to direct such credit card processor and account debtor(s) to make payment to CURVE of all or any portion of the amounts received by such credit card processor and account debtor(s) on behalf of each Merchant. Each Merchant hereby grants to CURVE an irrevocable power-of-attorney, which power-of-attorney will be coupled with an interest, and hereby appoints CURVE and its representatives as each Merchantâ€™s attorney-in-fact to take any and all action necessary to direct such new or additional credit card and/or check processor and account debtor(s) to make payment to CURVE as contemplated by this Section. Â 17.Â Protection of Information. Each Merchant and each person signing this Agreement on behalf of each Merchant and/or as Owner, in respect of himself or herself personally, authorizes CURVE to disclose information concerning each Merchant, Owner and/or Guarantorâ€™s credit standing and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Each Merchant, Guarantor, and Owner hereby waives to the maximum extent permitted by law any claim for damages against CURVE or any of its affiliates relating to any (i) investigation undertaken by or on behalf of CURVE as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement. Â 18.Â Confidentiality. Each Merchant understands and agrees that the terms and conditions of the products and services offered by CURVE, including this Agreement and any other CURVE documents (collectively, â€œConfidential Informationâ€) are proprietary and confidential information of CURVE. Accordingly, unless disclosure is required by law or court order, Merchant(s) shall not disclose Confidential Information of CURVE to any person other than an attorney, accountant, financial advisor, or employee of any Merchant who needs to know such information for the purpose of advising any Merchant (â€œAdvisorâ€), provided such Advisor uses such information solely for the purpose of advising any Merchant and first agrees in writing to be bound by the terms of this SectionÂ 18. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 6 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â 19.Â D/B/As. Each Merchant hereby acknowledges and agrees that CURVE may be using â€œdoing business asâ€ or â€œd/b/aâ€ names in connection with various matters relating to the transaction between CURVE and each Merchant, including the filing of UCC-1 financing statements and other notices or filings. Â 20.Â Financial Condition and Financial Information. Each Merchant represents, warrants, and covenants that its bank and financial statements, copies of which have been furnished to CURVE, and future statements which will be furnished hereafter at the request of CURVE, fairly represent the financial condition of each Merchant at such dates, and that since those dates there have been no material adverse changes, financial or otherwise, in such condition, operation, or ownership of any Merchant. Each Merchant has a continuing affirmative obligation to advise CURVE of any material adverse change in its financial condition, operation, or ownership that may have an effect on any Merchantâ€™s ability to generate Receivables or perform its obligations under this Agreement. Â 21.Â Governmental Approvals. Each Merchant represents, warrants, and covenants that it is in compliance and shall comply with all laws and has valid permits, authorizations, and licenses to own, operate, and lease its properties and to conduct the business in which it is presently engaged. Â 22.Â Authorization. Each Merchant represents, warrants, and covenants that it and each person signing this Agreement on behalf of each Merchant has full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized. Â 23.Â Electronic Check Processing Agreement. Each Merchant represents, warrants, and covenants that it will not, without CURVEâ€™S prior written consent, change its Processor, add terminals, change its financial institution or bank account, or take any other action that could have any adverse effect upon any Merchantâ€™s obligations under this Agreement. Â 24.Â Change of Name or Location. Each Merchant represents, warrants, and covenants that it will not conduct its business under any name other than as disclosed to CURVE or change any place(s) of its business without giving prior written notice to CURVE. Â 25.Â No Bankruptcy. Each Merchant represents, warrants, and covenants that as of the date of this Agreement, it does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against any Merchant. Each Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. Â 26.Â Unencumbered Receivables. Each Merchant represents, warrants, and covenants that it has good, complete, and marketable title to all Receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges, and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with this Agreement or adverse to the interests of CURVE, other than any for which CURVE has actual or constructive knowledge or inquiry notice as of the date of this Agreement. Â 27.Â Stacking. Each Merchant represents, warrants, and covenants that it will not enter into with any party other than CURVE any arrangement, agreement, or commitment that relates to or involves the Receivables, whether in the form of a purchase of, a loan against, collateral against, or the sale or purchase of credits against Receivables without the prior written consent of CURVE. Â 28.Â Business Purpose. Each Merchant represents, warrants, and covenants that it is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and each Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family, or household purposes. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 7 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â 29.Â Security Interest. To secure each Merchantâ€™s performance obligations to CURVE under this Agreement and any future agreement with CURVE, each Merchant hereby grants to CURVE a security interest in collateral (the â€œCollateralâ€), that is defined as collectively: (a) all accounts, including without limitation, all deposit accounts, accounts-receivable, and other receivables, as those terms are defined by Article 9 of the Uniform Commercial Code (the â€œUCCâ€), now or hereafter owned or acquired by any Merchant; and (b) all proceeds, as that term is defined by Article 9 of the UCC. The parties acknowledge and agree that any security interest granted to CURVE under any other agreement between any Merchant or Guarantor and CURVE (the â€œCross-Collateralâ€) will secure the obligations hereunder and under this Agreement. Negative Pledge: Each Merchant agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or the Cross-Collateral, as applicable. Â Each Merchant agrees to execute any documents or take any action in connection with this Agreement as CURVE deems necessary to perfect or maintain CURVEâ€™S first priority security interest in the Collateral and the Cross-Collateral, including the execution of any account control agreements. Each Merchant hereby authorizes CURVE to file any financing statements deemed necessary by CURVE to perfect or maintain CURVEâ€™S security interest, which financing statements may contain notification that each Merchant has granted a negative pledge to CURVE with respect to the Collateral and the Cross-Collateral, and that any subsequent lienor may be tortiously interfering with CURVEâ€™S rights. Each Merchant shall be liable for and CURVE may charge and collect all costs and expenses, including but not limited to attorney fees, which may be incurred by CURVE in protecting, preserving, and enforcing CURVEâ€™S security interest and rights. Each Merchant further acknowledges that CURVE may use another legal name and/or D/B/A or an agent when designating the Secured Party when CURVE files the above-referenced financing statement(s). Â 30. Events of Default. An â€œEvent of Defaultâ€ may be considered to have taken place if any of the following occur: Â (1)Â Any representation or warranty by any Merchant to CURVE proves to have been made intentionally false or misleading in any material respect when made; Â (2)Â Any Merchant causes any ACH debit to the Account by CURVE to be blocked or stopped without providing any advance written notice to CURVE with an alternative method for CURVE to collect the blocked or stopped payment, which notice may be given by e-mail to reconciliations@curvecapitalllc.com; Â (3)Â Any Merchant intentionally prevents CURVE from collecting any part of the Receivables Purchased Amount; or Â (4)Â Any Merchant causes any ACH debit to the Account by any person or entity other than CURVE to be stopped or otherwise returned that would result in an ACH Return Code of R08, R10, or R29 and that Merchant does not within two business days thereafter provide CURVE with written notice thereof explaining why that Merchant caused the ACH debit to be stopped or otherwise returned, which notice may be given by e-mail to reconciliations@curvecapitalllc.com. Â 31.Â Remedies. In case any Event of Default occurs and is not waived, CURVE may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement, or other provision contained herein, or to enforce the discharge of each Merchantâ€™s obligations hereunder, or any other legal or equitable right or remedy. All rights, powers, and remedies of CURVE in connection with this Agreement, including each Protection listed in SectionÂ 16, may be exercised at any time by CURVE after the occurrence of an Event of Default, are cumulative and not exclusive, and will be in addition to any other rights, powers, or remedies provided by law or equity. In case any Event of Default occurs and is not waived, CURVE may elect that Merchant(s) be required to pay to CURVE 25% of the unpaid balance of the Receivables Purchased Amount as liquidated damages for any reasonable expenses incurred by CURVE in connection with recovering the unpaid balance of the Receivables Purchased Amount (â€œReasonable Expensesâ€) and all Merchant(s) and all Guarantor(s) agree that the Reasonable Expenses bear a reasonable relationship to CURVEâ€™S actual expenses incurred in connection with recovering the unpaid balance of the Receivables Purchased Amount. Â 32.Â Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Merchant(s) shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of CURVE, which consent may be withheld in CURVEâ€™S sole discretion. CURVE may assign, transfer, or sell its rights under this Agreement, including, without limitation, its rights to receive the Receivables Purchased Amount, and its rights under SectionÂ 29 of this Agreement, the Guarantee, and any other agreement, instrument, or document executed in connection with the transactions contemplated by this Agreement (a â€œRelated Agreementâ€), or delegate its duties hereunder or thereunder, either in whole or in part. From and after the effective date of any such assignment or transfer by CURVE, whether or not any Merchant has actual notice thereof, this Agreement and each Related Agreement shall be deemed amended and modified (without the need for any further action on the part of any Merchant or Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 8 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â CURVE) such that the assignee shall be deemed a party to this Agreement and any such Related Agreement and, to the extent provided in the assignment document between CURVE and such assignee (the â€œAssignment Agreementâ€), have the rights and obligations of CURVE under this Agreement and such Related Agreements with respect to the portion of the Receivables Purchased Amount set forth in such Assignment Agreement, including but not limited to rights in the Receivables, Collateral and Additional Collateral, the benefit of each Guarantorâ€™s guaranty regarding the full and prompt performance of every obligation that is a subject of the Guarantee, CURVEâ€™S rights under SectionÂ 16 of this Agreement (Protections Against Default), and to receive damages from any Merchant following a breach of this Agreement by any Merchant. In connection with such assignment, CURVE may disclose all information that CURVE has relating to any Merchant or its business. Each Merchant agrees to acknowledge any such assignment in writing upon CURVEâ€™S request. Â 33.Â Notices. All notices, requests, consents, demands, and other communications hereunder shall be delivered by certified mail, return receipt requested, or by overnight delivery with signature confirmation to the respective parties to this Agreement at their addresses set forth in this Agreement and shall become effective only upon receipt. Written notice may also be given to any Merchant or Guarantor by e-mail to the E-mail Address listed on the first page of this Agreement or by text message to the Phone Number listed on the first page of this Agreement if that phone number is for a mobile phone. Each Merchant and each Guarantor must set its spam or junk mail filter to accept e-mails sent by reconciliations@curvecapitalllc.com and its domain. This Section is not applicable to service of process or notices in any legal proceedings. Â 34.Â Choice of Law. Each Merchant acknowledges and agrees that this Agreement was made in the State of Florida, that the Purchase Price is being paid by CURVE in the State of Florida, that the Receivables Purchased Amount is being delivered to CURVE in the State of Florida, and that the State of Florida has a reasonable relationship to the transactions encompassed by this Agreement. This Agreement, any dispute or claim relating hereto, whether sounding in contract, tort, law, equity, or otherwise, the relationship between CURVE and each Merchant, and the relationship between CURVE and each Guarantor will be governed by and construed in accordance with the laws of the State of Florida, without regard to any applicable principles of conflict of laws. Each Merchant represents that it does not have a principal place of business located in the Commonwealth of Virginia and that therefore the provisions of Chapter 22.1 of Title 6.2 of the Virginia Code are not applicable to this Agreement. Each Merchant agrees that the provisions of Division 9.5 of the California Financial Code are not applicable to this Agreement if no Business Address listed on the first page of this Agreement or in any addendum hereto is located in the State of California. Â 35.Â Venue and Forum Selection. This Agreement, and any dispute arising out of or relating to this Agreement or the partiesâ€™ relationship, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any applicable principles of conflicts of law. Any suit, action, or proceeding arising out of or relating to this Agreement or the transaction contemplated herein or the interpretation, performance, or breach hereof, shall be instituted in any state court sitting in the State of Florida (the â€œAcceptable Forumsâ€), provided that CURVE may institute suit in another forum. Merchant, each Guarantor and each Owner agree that the Acceptable Forums are convenient to them, and submit to the personal jurisdiction of the Acceptable Forums and waive any and all objections to jurisdiction or venue in the Acceptable Forums. Should a proceeding be initiated by Merchant, any Guarantor or any Owner in any other forum, Merchant, each Guarantor and each Owner waives any right to oppose any motion or application made by CURVE to dismiss such proceeding, to remove and/or transfer the proceeding to an Acceptable Forum, and for an anti-suit injunction against such proceeding (which CURVE may make

in the Acceptable Forums). ADDITIONALLY, MERCHANT, EACH OWNER AND EACH GUARANTOR WAIVE PERSONAL SERVICE OF ANY SUMMONS AND/OR COMPLAINT OR OTHER PROCESS TO COMMENCE ANY LITIGATION AND AGREE THAT SERVICE OF SUCH DOCUMENTS SHALL BE EFFECTIVE AND COMPLETE IF SENT BY PRIORITY MAIL OR FIRST CLASS MAIL TO THE MAILING ADDRESS(ES) SET FORTH FOR MERCHANT ABOVE, AND EMAILED TO THE EMAIL ADDRESS, LISTED ON PAGE 1 OF THIS AGREEMENT OR THE UPDATED MAILING AND EMAIL ADDRESS IN ACCORDANCE WITH PARAGRAPH 33. SERVICE SHALL BE EFFECTIVE AND COMPLETE 5 DAYS AFTER THE MAILING. MERCHANT WILL THEN HAVE 30 CALENDAR DAYS AFTER SERVICE IS COMPLETE IN WHICH TO APPEAR IN THE ACTION OR PROCEEDING. Â 36. Jury Waiver. The parties agree to waive trial by jury in any dispute between them. Â 37. Counterclaim Waiver. In any litigation or arbitration commenced by CURVE, each Merchant and each Guarantor will not be permitted to interpose any counterclaim. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 9 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â 38.Â Statutes of Limitations. Each Merchant and each Guarantor agree that any claim, whether sounding in contract, tort, law, equity, or otherwise, that is not asserted against CURVE within one year after its accrual will be time barred. Notwithstanding any provision in this Agreement to the contrary, each Merchant and each Guarantor agree that any objection by any of them to the jurisdiction of an arbitrator or to the arbitrability of the dispute and any application made by any of them to stay an arbitration initiated against any of them by CURVE will be time barred if made more than 20 days after receipt of the demand for arbitration. Â 39.Â Costs and Legal Fees. If an Event of Default occurs or CURVE prevails in any litigation or arbitration with any Merchant or any Guarantor, then each Merchant and each Guarantor must pay CURVEâ€™S reasonable attorney fees, which may include a contingency fee of up to 40% of the amount claimed, as well as administrative or filing fees and arbitrator compensation in any arbitration, expert witness fees, and costs of suit. Â 40.Â Prejudgment and Postjudgment Interest. If CURVE becomes entitled to the entry of a judgment against any Merchant or any Guarantor, then CURVE will be entitled to the recovery of prejudgment interest at a rate of 24% per annum (or 16% per annum if any Merchant is a sole proprietorship), or the maximum rate permitted by applicable law if less, and upon entry of any such judgment, it will accrue interest at a postjudgment rate of 24% per annum (or 16% per annum if any Merchant is a sole proprietorship), or the maximum rate permitted by applicable law if less, which rate will govern over the statutory rate of interest up until actual satisfaction of the judgment. Â 41.Â Class Action Waiver. CURVE, each Merchant, and each Guarantor agree that they may bring claims against each other relating to this Agreement only in their individual capacities, and not as a plaintiff or class action member in any purported class or representative proceedings. Â 42.Â Arbitration. CURVE HAS THE RIGHT TO REQUEST THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN CURVE AND MERCHANT, ANY GUARANTOR OR ANY OWNER, WHETHER ARISING OUT OF OR RELATING TO THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT OR OTHERWISE (INCLUDING WITHOUT LIMITATION CLAIMS FOR FRAUD, MISREPRESENTATION, INTENTIONAL TORT, NEGLIGENT TORT OR UNDER ANY LOCAL, STATE OR FEDERAL STATUTE OR RULE), BE SUBMITTED TO ARBITRATION BEFORE EITHER (I) THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL RULES, OR (II) MEDIATION AND CIVIL ARBITRATION INC. D/B/A RAPIDRULING (WWW.RAPIDRULING.COM) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE DEEMED TO BE LOCATED IN BROWARD COUNTY, FLORIDA, REGARDLESS OF THE LOCATION OF THE PARTIES OR ARBITRATOR. TO THE EXTENT PERMITTED BY THE ARBITRATOR RULES, THE ARBITRATION PROCEEDINGS SHALL PROCEED VIRTUALLY OR REMOTELY AND SHALL NOT REQUIRE THE PARTIES TO APPEAR IN-PERSON. ALL QUESTIONS CONCERNING ARBITRATRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. CURVE MAY DEMAND THAT SUCH DISPUTE BE SUBMITTED TO ARBITRATION EITHER BY (I) SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ALL OTHER PARTIES IN ACCORDANCE WITH THE NOTICE PROVISION IN PARAGRAPH 6.5 OF THIS AGREEMENT, OR (II) SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE TO THE ATTORNEY OF RECORD FOR MERCHANT, ANY GUARANTOR OR ANY OWNER WHO HAS BROUGHT ANY ACTION OR PROCEEDING BEFORE ANY COURT OR TRIBUNAL AGAINST CURVE. INITIALLY, THE PARTIES WILL SPLIT THE ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR FEE. IF CURVE PREVAILS IN ARBITRATION, THE ARBITRATOR MAY AWARD TO CURVE ITS ATTORNEYSâ€™ FEES (IN ACCORDANCE WITH PARAGRAPH 4.4 OF THIS AGREEMENT) AND SHARE OF THE ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR FEE. MERCHANT, ANY GUARANTOR AND ANY OWNER MAY OPT OUT OF THIS ARBITRATION PROVISION BY SENDING CURVE A NOTICE THAT HE, SHE OR IT DOES NOT WANT THIS PROVISION TO APPLY IN ACCORDANCE WITH PARAGRAPH 6.3 WITHIN 14 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 10 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â 43.Â Service of Process. Each Merchant and each Guarantor consent to service of process and legal notices made by First Class or Priority Mail delivered by the United States Postal Service and addressed to the Contact Address set forth on the first page of this Agreement or any other address(es) provided in writing to CURVE by any Merchant or any Guarantor, and unless applicable law or rules provide otherwise, any such service will be deemed complete upon dispatch. Each Merchant and each Guarantor agrees that it will be precluded from asserting that it did not receive service of process or any other notice mailed to the Contact Address set forth on the first page of this Agreement if it does not furnish a certified mail return receipt signed by CURVE demonstrating that CURVE was provided with notice of a change in the Contact Address. Â 44.Â Survival of Representations, etc. All representations, warranties, and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated unless specified otherwise in this Agreement. Â 45.Â Waiver. No failure on the part of CURVE to exercise, and no delay in exercising, any right under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity. Â 46.Â Independent Sales Organizations/Brokers. Each Merchant and each Guarantor acknowledge that it may have been introduced to CURVE by or received assistance in entering into this Agreement or its Guarantee from an independent sales organization or broker (â€œISOâ€). Each Merchant and each Guarantor agree that any ISO is separate from and is not an agent or representative of CURVE. Each Merchant and each Guarantor acknowledge that CURVE is not bound by any promises or agreements made by any ISO that are not contained within this Agreement. Each Merchant and each Guarantor exculpate from liability and agree to hold harmless and indemnify CURVE and its officers, directors, members, shareholders, employees, and agents from and against all losses, damages, claims, liabilities, and expenses (including reasonable attorney and expert fees) incurred by any Merchant or any Guarantor resulting from any act or omission by any ISO. Each Merchant and each Guarantor acknowledge that any fee that they paid to any ISO for its services is separate and apart from any payment under this Agreement. Each Merchant and each Guarantor acknowledge that CURVE does not in any way require the use of an ISO and that any fees charged by any ISO are not required as a condition or incident to this Agreement. Â 47.Â Modifications; Agreements. No modification, amendment, waiver, or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all parties. Â 48.Â Severability. If any provision of this Agreement is deemed invalid or unenforceable as written, it will be construed, to the greatest extent possible, in a manner which will render it valid and enforceable, and any limitation on the scope or duration of any such provision necessary to make it valid and enforceable will be deemed to be part thereof. If any provision of this Agreement is deemed void, all other provisions will remain in effect. Â 49.Â Headings. Headings of the various articles and/or sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections. Â 50.Â Attorney Review. Each Merchant acknowledges that it has had an opportunity to review this Agreement and all addenda with counsel of its choosing before signing the documents or has chosen not to avail itself of the opportunity to do so. Â 51.Â Entire Agreement. This Agreement, inclusive of all addenda, if any, executed simultaneously herewith constitutes the full understanding of the parties to the transaction herein and may not be amended, modified, or canceled except in writing signed by all parties. Should there arise any conflict between this Agreement and any other document preceding it, this Agreement will govern. This Agreement does not affect any previous agreement between the parties unless such an agreement is specifically referenced herein. This Agreement will not be affected by any subsequent agreement between the parties unless this Agreement is specifically referenced therein. Â 52.Â Counterparts; Fax and Electronic Signatures. This Agreement may be executed electronically and in counterparts. Facsimile and electronic copies of this Agreement will have the full force and effect of an original. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 11 of 16 Â EACH UNDERSIGNED HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT Â FOR THE MERCHANT/OWNER (#1) Â By: /s/ JAMES HOWARD BALLENGEE Â Manager Â /s/ JAMES HOWARD BALLENGEE (Print Name) Â (Print Title) Â (Signature) Â SS# 113-58-3367 Â Driver License Number Manager Â FOR THE MERCHANT/OWNER (#2) Â By: Â Â Â Â Â (Print Name) Â (Print Title) Â (Signature) Â SS# Â Â Driver License Number Â Â Â Approved for CURVE CAPITAL LLC by:Â Â Â Â Â Page 12 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â GUARANTEE Â G1. Personal Guarantee of Performance. This is a personal guaranty of performance, dated 3/6/2024, of the Standard Merchant Cash Advance Agreement, dated 3/6/2024 (â€œAgreementâ€), inclusive of all addenda, if any, executed simultaneously therewith, by and between CURVE CAPITAL LLC (CURVE) and ENDEAVOR CRUDE LLC (â€œMerchantâ€). Each undersigned Guarantor hereby guarantees each Merchantâ€™s performance of all of the representations, warranties, and covenants made by each Merchant to CURVE in the Agreement, inclusive of all addenda, if any, executed simultaneously herewith, as the Agreement may be renewed, amended, extended, or otherwise modified (the â€œGuaranteed Obligationsâ€). Each Guarantorâ€™s obligations are due at the time of any breach by any Merchant of any representation, warranty, or covenant made by any Merchant in the Agreement. Â G2. Communications. CURVE may use automated telephone dialing, text messaging systems, and e-mail to provide messages to Guarantor(s) about Merchant(s)â€™s account. Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by an Owner, a Guarantor, or someone else. These messages may also be recorded by the recipientâ€™s answering machine or voice mail. Each Guarantor gives CURVE permission to call or send a text message to any telephone number given to CURVE in connection with this Agreement and to play pre-recorded messages and/or send text messages with information about this Agreement and/or any Merchantâ€™s account over the phone. Each Guarantor also gives CURVE permission to communicate such information to them by e- mail. Each Guarantor agrees that CURVE will not be liable to any of them for any such calls or electronic communications, even if information is communicated to an unintended recipient. Each Guarantor acknowledges that when they receive such calls or electronic communications, they may incur a charge from the company that provides them with telecommunications, wireless, and/or Internet services, and that CURVE has no liability for any such charges. Â G3. Guarantor Waivers. If any Event of Default takes place under the Agreement, then CURVE may enforce its rights under this Guarantee without first seeking to obtain payment from any Merchant, any other guarantor, or any Collateral or Cross-Collateral CURVE may hold pursuant to this Guarantee or any other agreement or guarantee. CURVE does not have to notify any Guarantor of any of the following events and Guarantor(s) will not be released from its obligations under this Guarantee even if it is not notified of: (i) any Merchantâ€™s failure to pay timely any amount owed under the Agreement; (ii) any adverse change in any Merchantâ€™s financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) CURVEâ€™S acceptance of the Agreement with any Merchant; and (v) any renewal, extension, or other modification of the Agreement or any Merchantâ€™s other obligations to CURVE. In addition, CURVE may take any of the following actions without releasing any Guarantor from any obligations under this Guarantee: (i) renew, extend, or otherwise modify the Agreement or any Merchantâ€™s other obligations to C; (ii) if there is more than one Merchant, release a Merchant from its obligations to CURVE such that at least one Merchant remains obligated to CURVE; (iii) sell, release, impair, waive, or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under the Agreement. Until the Receivables Purchased Amount and each Merchantâ€™s other obligations to CURVE under the Agreement and this Guarantee are paid in full, each Guarantor shall not seek reimbursement from any Merchant or any other guarantor for any amounts paid by it under the Agreement. Each Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against any Merchant, any other guarantor, or any collateral provided by any Merchant or any other guarantor, for any amounts paid by it or acts performed by it under this Guarantee: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. Â G4. Joint and Several Liability. The obligations hereunder of the persons or entities constituting each Guarantor under this Guarantee are joint and several. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 13 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â G5. Choice of Law. Each Guarantor acknowledges and agrees that the Agreement and this Guarantee were made in the State of Florida, that the Purchase Price is being paid by CURVE in the State of Florida, that the Receivables Purchased Amount is being delivered to CURVE in the State of Florida, and that the State of Florida has a reasonable relationship to the transactions encompassed by the Agreement and this Guarantee. The Agreement, this Guarantee, any dispute or claim relating to the Agreement or this Guarantee, whether sounding in contract, tort, law, equity, or otherwise, the relationship between CURVE and each Merchant, and the relationship between CURVE and each Guarantor will be governed by and construed in accordance with the laws of the State of Florida, without regard to any applicable principles of conflict of laws. Â G6. Venue and Forum Selection. This Agreement, and any dispute arising out of or relating to this Agreement or the partiesâ€™ relationship, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any applicable principles of conflicts of law. Any suit, action, or proceeding arising out of or relating to this Agreement or the transaction contemplated herein or the interpretation, performance, or breach hereof, shall be instituted in any state court sitting in the State of Florida (the â€œAcceptable Forumsâ€), provided that CURVE may institute suit in another forum. Merchant, each Guarantor and each Owner agree that the Acceptable Forums are convenient to them, and submit to the personal jurisdiction of the Acceptable Forums and waive any and all objections to jurisdiction or venue in the Acceptable Forums. Should a proceeding be initiated by Merchant, any Guarantor or any Owner in any other forum, Merchant, each Guarantor and each Owner waives any right to oppose any motion or application made by CURVE to dismiss such proceeding, to remove and/or transfer the proceeding to an Acceptable Forum, and for an anti-suit injunction against such proceeding (which CURVE may make in the Acceptable Forums). ADDITIONALLY, MERCHANT, EACH OWNER AND EACH GUARANTOR WAIVE PERSONAL SERVICE OF ANY SUMMONS AND/OR COMPLAINT OR OTHER PROCESS TO COMMENCE ANY LITIGATION AND AGREE THAT SERVICE OF SUCH DOCUMENTS SHALL BE EFFECTIVE AND COMPLETE IF SENT BY PRIORITY MAIL OR FIRST CLASS MAIL TO THE MAILING ADDRESS(ES) SET FORTH FOR MERCHANT ABOVE, AND EMAILED TO THE EMAIL ADDRESS, LISTED ON PAGE 1 OF THIS AGREEMENT OR THE UPDATED MAILING AND EMAIL ADDRESS IN ACCORDANCE WITH PARAGRAPH 33. SERVICE SHALL BE EFFECTIVE AND COMPLETE 5 DAYS AFTER THE MAILING. MERCHANT WILL THEN HAVE 30 CALENDAR DAYS AFTER SERVICE IS COMPLETE IN WHICH TO APPEAR IN THE ACTION OR PROCEEDING. Â G7. Jury Waiver. Each Guarantor agrees to waive trial by jury in any dispute with CURVE. Â G8. Counterclaim Waiver. In any litigation or arbitration commenced by CURVE, each Merchant and each Guarantor will not be permitted to interpose any counterclaim. Â G9. Statutes of Limitations. Each Merchant and each Guarantor agree that any claim, whether sounding in contract, tort, law, equity, or otherwise, that is not asserted against CURVE within one year of its accrual will be time barred. Notwithstanding any provision in the Agreement or this Guarantee to the contrary, each Merchant and each Guarantor agree that any application made by any of them to stay an arbitration initiated against any of them by CURVE will be time barred if made more than 20 days after receipt of the demand for arbitration. Â G10. Costs and Legal Fees. If an Event of Default occurs or CURVE prevails in any litigation or arbitration with any Merchant or any Guarantor, then each Merchant and/or Guarantor must pay CURVEâ€™S reasonable attorney fees, which may include a contingency fee of up to 40% of the amount claimed, as well as administrative or filing fees and arbitrator compensation in any arbitration, expert witness fees, and costs of suit. Â G11. Prejudgment and Postjudgment Interest. If CURVE becomes entitled to the entry of a judgment against any Merchant or any Guarantor, then CURVE will be entitled to the recovery of prejudgment interest at a rate of 24% per annum (or 16% per annum if any Merchant is a sole proprietorship), or the maximum rate permitted by applicable law if less, and upon entry of any such judgment, it will accrue interest at a postjudgment rate of 24% per annum (or 16% per annum if any Merchant is a sole proprietorship), or the maximum rate permitted by applicable law if less, which rate will govern over the statutory rate of interest up until actual satisfaction of the judgment. Â G12. Class Action Waiver. CURVE, each Merchant, and each Guarantor agree that they may bring claims against each other relating to this Agreement only in their individual capacities, and not as a plaintiff or class action member in any purported class or representative proceedings. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 14 of 16 Â STANDARD MERCHANT CASH

ADVANCE AGREEMENT Â G13. Arbitration. CURVE HAS THE RIGHT TO REQUEST THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN CURVE AND MERCHANT, ANY GUARANTOR OR ANY OWNER, WHETHER ARISING OUT OF OR RELATING TO THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT OR OTHERWISE (INCLUDING WITHOUT LIMITATION CLAIMS FOR FRAUD, MISREPRESENTATION, INTENTIONAL TORT, NEGLIGENT TORT OR UNDER ANY LOCAL, STATE OR FEDERAL STATUTE OR RULE), BE SUBMITTED TO ARBITRATION BEFORE EITHER (I)Â THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL RULES, OR (II) MEDIATION AND CIVIL ARBITRATION INC. D/B/A RAPIDRULING (WWW.RAPIDRULING.COM) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE DEEMED TO BE LOCATED IN BROWARD COUNTY, FLORIDA, REGARDLESS OF THE LOCATION OF THE PARTIES OR ARBITRATOR. TO THE EXTENT PERMITTED BY THE ARBITRATOR RULES, THE ARBITRATION PROCEEDINGS SHALL PROCEED VIRTUALLY OR REMOTELY AND SHALL NOT REQUIRE THE PARTIES TO APPEAR IN-PERSON. ALL QUESTIONS CONCERNING ARBITRATRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. CURVE MAY DEMAND THAT SUCH DISPUTE BE SUBMITTED TO ARBITRATION EITHER BY (I) SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ALL OTHER PARTIES IN ACCORDANCE WITH THE NOTICE PROVISION IN PARAGRAPH 6.5 OF THIS AGREEMENT, OR (II)Â SENDING A WRITTEN NOTICE OF INTENT TO ARBITRATE TO THE ATTORNEY OF RECORD FOR MERCHANT, ANY GUARANTOR OR ANY OWNER WHO HAS BROUGHT ANY ACTION OR PROCEEDING BEFORE ANY COURT OR TRIBUNAL AGAINST CURVE. INITIALLY, THE PARTIES WILL SPLIT THE ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR FEE. IF CURVE PREVAILS IN ARBITRATION, THE ARBITRATOR MAY AWARD TO CURVE ITS ATTORNEYSâ€™ FEES (IN ACCORDANCE WITH PARAGRAPH 4.4 OF THIS AGREEMENT) AND SHARE OF THE ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR FEE. MERCHANT, ANY GUARANTOR AND ANY OWNER MAY OPT OUT OF THIS ARBITRATION PROVISION BY SENDING CURVE A NOTICE THAT HE, SHE OR IT DOES NOT WANT THIS PROVISION TO APPLY IN ACCORDANCE WITH PARAGRAPH 6.3 WITHIN 14 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT. Â G14. Service of Process. Each Merchant and each Guarantor consent to service of process and legal notices made by First Class or Priority Mail delivered by the United States Postal Service and addressed to the Contact Address set forth on the first page of the Agreement or any other address(es) provided in writing to CURVE by any Merchant or any Guarantor, and unless applicable law or rules provide otherwise, any such service will be deemed complete upon dispatch. Each Merchant and each Guarantor agrees that it will be precluded from asserting that it did not receive service of process or any other notice mailed to the Contact Address set forth on the first page of the Agreement if it does not furnish a certified mail return receipt signed by CURVE demonstrating that CURVE was provided with notice of a change in the Contact Address. Â G15. Severability. If any provision of this Guarantee is deemed invalid or unenforceable as written, it will be construed, to the greatest extent possible, in a manner which will render it valid and enforceable, and any limitation on the scope or duration of any such provision necessary to make it valid and enforceable will be deemed to be part thereof. If any provision of this Guarantee is deemed void, all other provisions will remain in effect. Â G16. Survival. The provisions of Sections G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, and G20 shall survive any termination of this Guarantee. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â Page 15 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â G17. Headings. Headings of the various articles and/or sections of this Guarantee are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections. Â G18. Attorney Review. Each Guarantor acknowledges that it has had an opportunity to review this Guarantee, the Agreement, and all addenda with counsel of its choosing before signing the documents or has chosen not to avail itself of the opportunity to do so. Â G19. Entire Agreement. This Guarantee, inclusive of all addenda, if any, executed simultaneously herewith may not be amended, modified, or canceled except in writing signed by all parties. Should there arise any conflict between this Guarantee and any other document preceding it, this Guarantee will govern. This Guarantee does not affect any previous agreement between the parties unless such an agreement is specifically referenced in the Agreement or herein. This Guarantee will not be affected by any subsequent agreement between the parties unless this Guarantee is specifically referenced therein. Â G20. Counterparts; Fax and Electronic Signatures. This Guarantee may be executed electronically and in counterparts. Facsimile and electronic copies of this Guarantee will have the full force and effect of an original. Â THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE â€œSTANDARD MERCHANT CASH ADVANCE AGREEMENTâ€, INCLUDING THE â€œTERMS AND CONDITIONSâ€, ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS GUARANTEE. CAPITALIZED TERMS NOT DEFINED IN THIS GUARANTEE SHALL HAVE THE MEANING SET FORTH IN THE STANDARD MERCHANT CASH ADVANCE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS. Â EACH UNDERSIGNED HEREBY ACCEPTS THE TERMS OF THIS GUARANTEE Â GUARANTOR (#1) Â By: /s/ JAMES HOWARD BALLENGEE Â JAMES HOWARD BALLENGEE (Print Name) Â (Signature) Â SS# 113-58-3367 Â Driver License Number 38971663 Â GUARANTOR (#2) Â By: Â Â Â (Print Name) Â (Signature) Â SS# Â Â Driver License Number Â Â Â Page 16 of 16 Â STANDARD MERCHANT CASH ADVANCE AGREEMENT Â BANK INFORMATION Â Dear Merchant, Â We look forward to being your funding partner. Â You authorize CURVE CAPITAL LLC to collect the Receivables Purchased Amount under this Agreement by ACH debiting your bank account with the bank listed below. Â CURVE CAPITAL LLC will require viewing access to your bank account each business day. Â CURVE CAPITAL LLC will also require viewing access to your bank account, prior to funding, as part of our underwriting process. Â Please fill out the form below with the information necessary to access your account. Â * Be sure to indicate capital or lower case letters. Â Name of bank: Â Â Â Name of account: Â Â Â Account number: Â Routing number:Â Â Â Â Bank portal website:Â Â Â Â Username: Â Â Â Password: Â Â Security Question/Answer 1:Â Â Â Â Security Question/Answer 2: Â Â Â Security Question/Answer 3: Â Â Any other information necessary to access your account:Â Â Â If you have any questions please feel free to contact us directly at RECONCILIATIONS@CURVECAPITALLLC.COM. Â I have read and agree to the terms and conditions set forth above: Â /s/ JAMES HOWARD BALLENGEE Â Â Name: JAMES HOWARD BALLENGEE Â Title: Manager Â Date: 3/14/2024 Â Â EX-10.46 14 vivakor_ex10-46.htm EXHIBIT 10.46 Â Exhibit 10.46 Â STATION THROUGHPUT AGREEMENT Â This STATION THROUGHPUT AGREEMENT (this â€œAgreementâ€) dated effective JanuaryÂ 1, 2024 (the â€œEffective Dateâ€) is by and between SILVER FUELS PROCESSING, LLC, a Texas limited liability company, POSSE WASSON, LLC, a Texas limited liability company, POSSE MONROE, LLC, a Texas limited liability company (collectively, â€œOperatorsâ€), and WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œShipperâ€). Operators and Shipper may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Operators severally operate the crude oil, natural gas liquids, condensate, and liquid hydrocarbon truck receipt, processing, blending, throughput and delivery stations and/or terminals set forth on Exhibit â€œBâ€ attached hereto and made a part hereof for all purposes (the â€œTerminalsâ€); Â WHEREAS, Operators and Shipper desire to enter into this Agreement to allow Shipper the ability to ship volumes of crude oil and other liquid hydrocarbons through the Terminals; Â NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual agreements, covenants and undertakings contained herein, the Parties do hereby agree as follows: Â 1. DEFINITIONS. As used in this Agreement: Â â€œAgreementâ€ has the meaning set forth in the Preamble. Â â€œAffiliate(s)â€ means, in relation to a Party, any entity that: (a) directly or indirectly controls such Party, (b) is directly or indirectly controlled by such Party, and/or (c) is directly or indirectly under common control with such Party. For purposes of this definition, â€œcontrolâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity. Â â€œAPIâ€ means the American Petroleum Institute. Â â€œApplicable Lawâ€ means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a governmental authority having competent jurisdiction, in each case in effect on and as interpreted on the Effective Date and during the Term. Â â€œBarrelâ€ or â€œBarrelsâ€ means forty-two (42) U.S. gallons temperature-corrected to sixty (60) degrees Fahrenheit. Â â€œOperatorsâ€ has the meaning set forth in the Preamble. Â â€œOperator Groupâ€ means Operators, their Affiliates, and their officers, directors, employees, agents, representatives, contractors, consultants, and invitees. Â â€œCERCLAâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seq., as amended from time to time. Â â€œClaiming Partyâ€ has the meaning set forth in sectionÂ 15, below. Â â€œConfidential Informationâ€ means all information, Shipper lists, prices, instructions, procedures, standards, contract rates and specifications which one Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Confidential Information includes all third-party rate sheets disclosed to Shipper by Operator for purposes of calculating the Rates or operating expenses. Â Page 1 of 14 Â Â â€œShipperâ€ has the meaning set forth in the Preamble. Â â€œShipper Groupâ€ means Shipper, its Affiliates, its or their officers, employees, agents, representatives, contractors, consultants, or invitees. Â â€œEvent of Defaultâ€ has the meaning set forth in sectionÂ 17, below. Â â€œHazardous Substance(s)â€ means (i) those substances, elements, waste, pollutants or contaminants defined or referred to in SectionÂ 101(14) of CERCLA, and (ii) all elements, compounds, waste, pollutants or contaminants defined or referred to in any applicable Environmental Law. For purposes of this Agreement, â€œEnvironmental Lawâ€ means any Applicable Law of any governmental authority relating to the protection of the environment or public health and safety, including any Applicable Law pertaining to any of the following: (i) the treatment, storage, disposal, generation and transportation of any Hazardous Substances, (ii) air, water and noise pollution, (iii) groundwater and soil contamination, (iv) the release or threatened release into the environment of toxic or Hazardous Substances, including emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals, (v) the protection of wild life, marine sanctuaries and wetlands, including all endangered and threatened species, (vi) storage tanks, vessels and containers containing Hazardous Substances; (vii) underground or other storage tanks or vessels, abandoned, disposed or discarded barrels, containers or other disposed receptacles that contain or contained Hazardous Substances; and (viii) manufacturing, processing, use distribution, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, or toxic Hazardous Substances. As used herein, the terms â€œreleaseâ€ and â€œenvironmentâ€ have the meanings set forth in CERCLA. Â â€œLossâ€ or â€œLossesâ€ means any and all damages, claims, demands, liabilities, suits, fines, fees, penalties, or actions, including all reasonable expenses and attorneysâ€™ fees incurred by or imposed on a Party in connection therewith. Â â€œMinimum Volume Commitmentâ€ or â€œMVCâ€ means 200,000 Barrels of Product per month. Â â€œPartiesâ€ or â€œPartyâ€ has the meaning set forth in the Preamble. Â â€œProduct(s)â€ means crude oil, condensate, natural gas liquids, and constituent liquid hydrocarbons. Â â€œRate(s)â€ have the corresponding meaning set forth on Exhibit â€œCâ€ attached hereto and made a part hereof for all purposes. Â â€œServicesâ€ shall mean any and all labor, services, and/or goods, inventory, materials, equipment and other personal property, as applicable, and shall, if applicable, include any equipment, appurtenances, crew and personnel, provided or agreed to be provided by Operators for the efficient operation of the Terminals, and shall include without limitation Operatorsâ€™ receipt, processing, blending, throughput and injection of the Product, as defined in this Agreement, on behalf of Shipper. Â â€œTermâ€ has the meaning set forth in sectionÂ 8. Â â€œTerminalsâ€ has the meaning set forth in the Preamble. Â Page 2 of 14 Â Â 2. SERVICES AND THROUGHPUT. Operators agree, subject to Applicable Law and the terms and provisions of this Agreement, to provide trucking receipt, storage, and pipeline injection services at the Terminals. Operators agree to receive Product when tendered at the Terminals subject to Applicable Law and the other terms and provisions of this Agreement. Operators shall manage, control, operate, repair and maintain the Terminals, in good working order, at the sole cost and expense of Shipper. The Terminals shall be operational and capable of receiving Product at all times, on a â€œ24/7â€ basis, during the Term. Operators shall comply with all Applicable Law. Shipperâ€™s use of the Terminals shall be non-exclusive, and volumes shall be blended into the common stream with third-party volumes. Â 3. THROUGHPUT RATES AND MINIMUM VOLUMES. Shipper covenants and agrees that, for each calendar month during the Term, it shall pay to Operators an amount equal to the greater of (a) the actual volume of Product received at the Terminals, collectively, multiplied by the applicable Rate, or (b) the Minimum Volume Commitment multiplied by the applicable Rate. Should Shipper fail to deliver to the Terminals, collectively, a volume equal to or greater than the applicable Minimum Volume Commitment during a given calendar month in the Term and such failure was not due to action or inaction by Operators, Shipper shall pay to Operators the Minimum Volume Commitment multiplied by the Rates. For purposes of calculating such monthly throughput fees, volume shall be calculated as the summation of all net barrels of Product received by Operators from Shipper at the Terminalsâ€™ truck receipt meters in a calendar month. Barrels returned to tank trucks at the Terminals are deemed by the Parties as barrels not transloaded through the Terminals or subject to the Rates. Â 4. RECEIPTS AND DELIVERIES. Shipper shall provide Operators with written notice of the volumes, if any, it intends to ship and deliver to the Terminal no later than the twentieth (20th) day of the month preceding the month in which such quantities will actually be delivered to the Terminal. Operators shall advise Shipper no later than five (5) days after its receipt of such nominations of its acceptance or modification thereof, including a preliminary schedule for pumping and delivery at the Terminal, provided, however, that Operators may not modify any nomination of Shipper other than as required by Applicable Law, the other provisions of this Agreement, or due to the physical limitations of the Terminal or equipment ancillary thereto. Shipper and Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors, may access the Terminal during regular operating hours upon reasonable advance notice. As a condition to being granted access to the Terminal, Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors seeking access to the Terminal shall obey Operatorsâ€™ rules and regulations at the Terminal. Â 5. TESTING AND MEASUREMENT. Operators shall cause the Terminal to be capable of measuring the volume of Product delivered by Shipper and provide Shipper with reasonable documentation associated with determining the volume of Product delivered. All measurement & sampling equipment activities, procedures, and calculations shall be performed in conformance with the most current international measurement, sampling and analysis standards (API Manual of Petroleum Measurement Standards (MPMS), the Energy Institute Hydrocarbon Management Committee (HM), ISO, NIST and ASTM). Operators shall operate and maintain calibrated, custody transfer-grade meters and certified auto in-line sampler(s) at the Terminal to measure the volume and quality of Product delivered by Shipper hereunder. Operators shall test and prove meters no less than on a quarterly basis. Shipper or its representative shall have the right to witness measurements of the Product, including meter proving, testing, calibrations, gauging, sampling, and verify measurement process system; provided, however, that reasonable advance notification is made by Shipper to Operators. All measurements of Product received by Operators from Shipper shall be made by and at the Terminalâ€™s truck receipt meters/auto in-line samplers. All custody transfer documents, including meter tickets generated by Operators shall show the net standard volume (NSV) and such necessary values and calculations for deriving that figure, including opening and closing indicated volumes, meter factor(s), observed API gravity, observed temperature, gross standard volume (GSV), deduction of free water, BS&W percentage, temperature and pressure correction factors. All tickets shall be produced and retained electronically. Operators will endeavor to provide copies of all ticket information and data to Shipper within forty-eight (48) hours upon completion of delivery or re-delivery, as the case may be; and in any case no later than two (2) business days. Operators will provide Shipper with inventory accounting reports monthly. Monthly reports shall indicate Shipperâ€™s beginning inventory, receipts, deliveries, ending inventory, and gains and losses. Operators will provide Shipper with daily inventory reports, when requested by Shipper. Â Page 3 of 14 Â Â 5.1 Custody transfer meters utilized by Operators at the Terminal shall be capable of measuring volumes of Product and shall be adjusted to a temperature of sixty (60) degrees Fahrenheit and a pressure of one standard atmosphere (14.696 PSIA) in accordance with the latest revision of API MPMS Chapter 11 Table 6A both (a) in connection with unloading crude oil from tanker trucks, and (b) in connection with the transmission of crude oil into pipelines. If Shipper believes that any custody transfer meter used to measure the volume of crude oil received, stored or delivered hereunder is inaccurate, Shipper may request that Operators have such meter tested by a third party authorized to certify the accuracy of such meters. If such meters are out of compliance with API standards, then (i) such meters shall be brought into compliance with API standards, (ii) the cost of testing and bringing such meters into compliance shall be borne by Operators, and (ii) Operators shall make an adjustment on the immediately following invoice correcting for the measurement of crude oil transloaded hereunder from the time such meter became inaccurate, or if such date is unknown, from the date that is halfway between the date such meter is restored to compliance with API standards and the date of its last certification or the Effective Date hereof, whichever is later. Â 6. SCHEDULING MAINTENANCE. Operators shall promptly notify Shipper of any scheduled maintenance of the Terminal. Operators shall consult with Shipper when planning scheduled maintenance to avoid disruption of the Services during the Term. The obligation to pay the Rates set forth in sectionÂ 9 shall be abated, on an hourly basis rounded to the nearest hour, for any period of time during which the Terminal is unavailable for use during the Term due to maintenance or repair, whether scheduled or not. Â 7. LOSS ALLOWANCE. Operators will be responsible for any normal handling losses in excess of one quarter of one percent (0.25%) of all Product received into the Terminal, the basis being the difference between truck receipt meter tickets NSV figures and Terminal pipeline meter ticket NSV figures. Losses and/or gains shall be calculated, valued and reported on a monthly basis, and summation reported on a calendar year basis. Settlements for losses and gains will be made promptly after the end of each calendar year or as of the termination of this Agreement, whichever occurs first. Operators, at their option, shall either replace or pay for all normal handling Product losses or gains in excess of the Loss Allowance. The price per barrel of such Product shall be

the NYMEX CMA daily average settle quoted price for â€œLight Sweet Crude Oilâ€ (excluding weekends and US holidays). For purposes of clarity, the price calculation will be based on the NYMEX prices for the month in which the losses and/or gains occurred. Â 8. TERM. This Agreement shall remain in force and effect from the Effective Date until 11:59 p.m. Dallas, Texas time on DecemberÂ 31, 2034 (the â€œTermâ€). Â 9. PAYMENT AND INVOICING. Shipper shall timely tender and pay to Operators the Rates and all operating, selling, general and administrative expenses relating to the operation of the Terminals. Operators shall invoice Shipper monthly. All invoiced amounts shall be due and payable by Shipper to Operators by the twentieth (20th) day of the month following the month in which the Services were performed, provided, however that if such day falls on a Saturday, Sunday or banking holiday, then payment shall be due on the nearest regular business day. Shipper may dispute amounts on Operatorsâ€™ invoice within ten (10) business days of receipt thereof, and the Parties shall work in good faith to timely resolve any such disputes. Shipper shall have the right, at its sole cost and expense and upon commercially reasonable advance notice to Operators, to obtain electronic or physical copies of all substantiating documents incident to the Rates and the Services, including truck tickets, for a period of two (2) calendar years after any such Services were performed. Â Page 4 of 14 Â Â 10. REPRESENTATIONS AND WARRANTIES. Operators have all requisite power and authority to execute and deliver this Agreement and to perform the obligations contemplated herein. Operatorsâ€™ employees, agents and representatives shall be appropriately trained. All Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards. Operators and their agents and representatives shall comply with Applicable Law at locations where the Services are being performed. Operators shall only provide employees, agents and representatives who are knowledgeable and experienced in the safe methods of handling, loading, transloading, carriage, and storage of the Product and who have been appropriately trained and/or certified in accordance with Applicable Law in the use of all equipment necessary for completion of the Services and in the performance of any Services. Operators further warrant that Services performed pursuant to this Agreement that are subject to Applicable Law shall be performed in accordance therewith (including, without limitation, any and all obligations to provide appropriately trained personnel, to register with proper authorities, to label and to classify Hazardous Substances, to label vehicles, and to maintain emergency response information). Operators shall comply with all rules and regulations promulgated by terminal facilities with respect to loading, transporting, and delivering Product on behalf of Shipper. Operatorsâ€™ employees and all others acting at its instance or direction shall be fully aware and knowledgeable of Applicable Law at all times during the Term of this Agreement, and further Operators shall employ employees who have been and/or engage contractors that have represented their employees have been appropriately instructed in the characteristics and safe handling methods associated with the Products to be loaded and transported for Shipper. Â 11. HEALTH, SAFETY & ENVIRONMENTAL. Â 11.1 In performance of the Services, Operators shall: Â (a) Develop and maintain an HSE management program with a systematic approach designed to assure compliance with Applicable Law and prevent, manage and remediate HSE events, such as spills and releases of Hazardous Substances; Â (b) Have HSE policies, handbooks, or similar materials reasonably assured to be understood by all of Operatorsâ€™ agents, employees and representatives, and ensure such agents, employees and representatives comply with such policies, handbooks or similar materials; Â (c) Ensure that Operatorsâ€™ personnel are competent, appropriately trained and experienced in their field of activity; Â (d) Obtain, maintain, renew and/or replace all licenses, permits, approvals, exemptions, clearances, certificates, authorizations and consents required by Applicable law to perform the Services; and Â (e) Promptly notify Shipper of any changes in Applicable Law affecting HSE responsibilities of the Parties in their performance of this Agreement. Â 11.2 Operators or its Affiliates shall handle Product and conduct operations in accordance with applicable, generally accepted industry standards and recognized safety best practices, and any specific requirements set forth in safety data sheets, without limitation. Â 11.3 Operators shall maintain and enforce a comprehensive drug and alcohol policy and associated practices that support Shipperâ€™s objective to ensure that Operatorsâ€™ personnel performing work related to Shipperâ€™s Product do not create an unreasonable hazard to persons, property or the environment through the presence of illegal or improperly used drugs or alcohol in the workplace. Â 11.4 Operators shall investigate and promptly report all incidents to Shipper as required by Applicable Law, and cooperate with Shipper in the investigation of all safety and environmental incidents, spills, releases, damage to property, bodily injuries and/or death to persons which arise on Terminal premises, including those involving Shipperâ€™s Product. Â Page 5 of 14 Â Â 11.5 During the Term of this Agreement, Operators agree to notify Shipper as soon as reasonably practical, but in no event later than twenty-four (24) hours of the occurrence of any accident, incident or violation (i) involving worker-related bodily injury or death, (ii) which directly involves reportable quantity, as determined by Applicable Law, of Shipperâ€™s Product or creates a sheen on water or surfaces, or (iii) is otherwise required to be reported pursuant to Applicable Law. Both Parties agree to provide reasonable assistance in reviewing the circumstances of the accident, incident or violation. Notifications to Shipper regarding HSE incidents should be sent to safety contact listed herein. Qualifying events may include but are not limited to: Â (a) Incidents that result in a fatality; Â (b) Incidents that result in two or more workers being injured; illness requiring hospitalization or transportation via ambulance to an emergency room; or a serious individual injury requiring admission to a hospital of an employee, contractor or the public; Â (c) Any spill or release; Â (d) Any spill or release affecting environmentally sensitive areas such as national parks, wildlife habitats and refuges, tribal land, etc.; any waterway; or to public land or property; Â (e) Any spill or release which causes closure, stoppage or rerouting of traffic on a public road or waterway; Â (f) Multiple complaints (more than one individual) of acute illness, of any person, allegedly caused by exposure to the Product; Â (g) Evacuation beyond the Terminal of employees or contractors allegedly caused by exposure to the Product, excluding false alarms and evacuations to a location within the Terminal; Â (h) Evacuation or sheltering-in-place of the public due to an incident allegedly caused by exposure to the Product; Â (i) Incidents attracting media or governmental attention; Â (j) Contamination of the Product at the Terminal; and Â (k) Unscheduled business interruption in excess of four (4) hours. Â 11.6 In the event of any release of Hazardous Substances, or any leak or discharge or any other environmental pollution caused or witnessed by Operators or in connection with the Services, Operators shall commence containment or clean-up operations as reasonably deemed appropriate or necessary by Operators or required by any governmental authorities and shall promptly notify or arrange to promptly notify Shipper of any such release, leak or discharge and of any such operations that are reportable to governmental authorities pursuant to Applicable Law, without affecting any obligations of Shipper under sectionÂ 9 hereof. Â 12. INDEMNIFICATION. OPERATORS SHALL SEVERALLY INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM LOSSES TO THE EXTENT ARISING OUT OF OR CONNECTED WITH A FAILURE BY OPERATORS OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, OR INVITEES TO COMPLY WITH ANY APPLICABLE LAW. Â Page 6 of 14 Â Â OPERATORS (SEVERALLY, FOR THEMSELVES AND THEIR CONTRACTORS, EMPLOYEES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS) SHALL INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM AND AGAINST ANY AND ALL LOSSES FOR ANY SUCH LOSS, DAMAGE,Â INJURY,Â DEATH, ORÂ OTHERÂ CASUALTY, INCLUDINGÂ BUT NOTÂ LIMITED TO ENVIRONMENTAL DAMAGES AND COSTS OF REMEDIATION, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OPERATORSâ€™ BREACH OF THIS AGREEMENT, THE SERVICES, AND THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATORS, THEIR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES AND AGENTS. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND (II) OPERATORS SHALL NOT BE LIABLE TO SHIPPER FOR CHEMICAL DETERIORATION OF PRODUCT CAUSED BY STAGNANT STORAGE OR NORMAL EVAPORATION. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) ALL OBLIGATIONS AND LIABILITIES OF OPERATORS CONTAINED HEREIN WITH RESPECT TO THE TERMINALS SHALL BE SEVERAL AND NOT JOINT AS TO EACH INDIVIDUAL TERMINAL OWNED BY EACH INDIVIDUAL OPERATOR, (II) NOTHING HEREIN SHALL BE CONSTRUED TO IMPOSE JOINT LIABILITY ON ANY OPERATOR FOR ANY REASON, AND (III) SHIPPER HEREBY WAIVES, RELEASES AND RELINQUISHES ALL RIGHT TO CLAIM JOINT LIABILITY ON THE PART OF OPERATOR GROUP WITH RESPECT TO ANY OBLIGATION OR LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TERMINALS. Â 13. INSURANCE. Operators shall obtain and maintain in full force and effect during the Term of this Agreement insurance providing the minimum coverage set forth on Exhibit â€œAâ€ attached hereto and made a part hereof. Operators shall be solely and exclusively liable for any and all costs of such insurance, including premiums, deductibles, retentions, fees, expenses and any and all other such costs. Â 14. TITLE AND RISK OF LOSS; CARGO LIABILITY. Title to Product during provision of the Services shall at all times remain with Shipper or Shipperâ€™s designee. Operators shall be deemed to have custody of Product when the Product passes the last truck receipt flange at one of the Terminals until the Product passes the last truck or pipeline delivery flange out of a Terminal. Notwithstanding anything contained herein to the contrary, Operators shall be liable for any and all actual loss of or damage to cargo or Product occurring while in the custody of Operators. Â 15. FORCE MAJEURE. Except for payment due hereunder, either Party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, disruption or breakdown of pipeline, terminal, production or other transportation facilities, delays of pipeline or terminal in receiving and delivering Product tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of force majeure shall not extend the term of this Agreement except to the extent necessary to comply with the provisions of this section. The Party claiming a force majeure situation (the â€œClaiming Partyâ€) shall take commercially reasonable steps to ameliorate the cause of such force majeure event and enable it to resume performance during the term of this Agreement. Notwithstanding anything to the contrary contained in this section, an event of force majeure shall be deemed not to occur under any or all of the following circumstances: (i) to the extent that the inability to perform was caused by the negligence or willful misconduct of the Claiming Party; (ii) to the extent that the inability was caused by the Claiming Party having failed to remedy the condition as a result of having failed to act in a commercially reasonable manner and/or with reasonable dispatch; (iii) to the extent the event constituting force majeure was intentionally initiated or intentionally acquiesced to by the Claiming Party for purposes of allowing that Party to claim force majeure; or (iv) if the inability was caused by a Partyâ€™s lack of funds. Â Page 7 of 14 Â Â 16. CONFIDENTIALITY. Each Party shall keep confidential all Confidential Information that the other Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Such Party shall use such Confidential Information only as necessary to perform this Agreement, and shall not disclose to third parties, duplicate or use in any other manner any part of such Confidential Information without the prior written consent of the other Party, except to the extent that either Party can show that such information: (a) is generally available to and known by the public through no fault of such Party, any of its Affiliates or their respective agents or representatives; or (b) is lawfully acquired by such Party, any of its Affiliates or their respective agents or representatives, from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of their respective Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, including in connection with litigation, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such Party is advised by its counsel in writing is legally required to be disclosed, provided that such Party will use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurances that confidential treatment will be accorded such Confidential Information. Â 17. EVENTS OF DEFAULT. A Party shall be in default under this Agreement if any of the following occurs (each such event, an â€œEvent of Defaultâ€) with respect to such Party: Â 17.1 it (a) becomes insolvent or is unable to meet its financial obligations as they come due, (b) files a voluntary petition, or shall have an involuntary petition filed against it, that is not dismissed within sixty (60) days, in bankruptcy, reorganization, insolvency, receivership or other similar proceeding, (c) files an answer admitting any material allegation of insolvency in any petition filed pursuant to any federal or state insolvency law, (d) makes a general assignment for the benefit of its creditors, or (e) applies for, consents to, or suffers the appointment of a receiver or trustee for any part of its property or assets. Â 17.2 it fails to pay any undisputed amount due under this Agreement, and such non-payment continues for ten (10) days after the non-paying Partyâ€™s receipt of written notice from the other Party that payment is past due; or Â 17.3 it is in breach of any of its material representations, material warranties, material covenants, or material obligations under this Agreement, and such breach is not cured (at the defaulting Partyâ€™s sole cost and expense) within thirty (30) days after the defaulting Partyâ€™s receipt of written notice from the non-defaulting Party as to such breach or conduct. Â 18. REMEDIES FOR DEFAULT. In the event of an uncured Event of Default as provided above, the nondefaulting Party may in its sole discretion: Â 18.1 immediately suspend performance under this Agreement until such breach is cured; Â 18.2 terminate this Agreement by providing written notice of termination to the defaulting Party during the continuation of such Event of Default; and Â 18.3 seek whatever other remedies are available to it under Applicable Law, at law or in equity, for damages, specific performance or injunctive relief, including reasonable attorneysâ€™ fees and costs from the defaulting Party. Nothing in this Agreement shall limit or constitute a waiver by the non- defaulting Party of any other rights or remedies available to it under Applicable Law, at law or in equity, all of which are hereby expressly reserved. Â 18.4 Upon any termination of this Agreement for an Event of Default, neither Party shall have any prospective obligations under this Agreement except as otherwise specifically set forth herein and provided that nothing herein shall relieve any Party from any obligations (including any obligations for breach of contract, payment, indemnity and defense) incurred or accrued prior to such termination, which shall survive in accordance with the survival provisions of this Agreement. Â Page 8 of 14 Â Â 19. BINDING ARBITRATION Â 19.1 Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the charges, invoices, tickets, receipt and/or delivery locations, or the construction, validity, interpretation, enforceability or breach of Agreement, or any amendments hereto, shall be exclusively resolved by binding arbitration upon a Partyâ€™s submission of the dispute to arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made more than two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Â 19.2 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Â 19.3 The arbitration shall be conducted by one (1) arbitrator to be selected by Shipper. Either Party may initiate arbitration by serving notice upon the other Party. Â 19.4 The arbitration shall be conducted in accordance with the then-existing Commercial Rules of the American Arbitration Association and shall be held and conducted in or near Dallas, Texas. Â 19.5 Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party. Â 19.6 The arbitrator shall have no authority to award punitive, consequential, special, incidental or indirect damages. The arbitrator shall not be entitled to issue injunctive or other equitable relief. The arbitrator shall award interest from the time of the breach to the time of award at the rate equal to the prime rate of interest published in the most recent edition of The Wall Street Journal at the time of any award plus two percent (2%). Â 19.7 The cost of the arbitration proceeding, as applicable (including, without limitation, reasonable attorneysâ€™ fees and costs), shall be borne equally by the Parties. The cost of any proceeding in court to confirm or to vacate any arbitration award shall be borne the Party initiating such action. Each Party shall pay its proportionate share of arbitrator fees and expenses. Each Party shall be responsible and liable for its own attorneysâ€™ fees, expenses, experts and related costs. Â 19.8 It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions hereof by bringing suit in a court of competent jurisdiction situated in Dallas County, Texas. THE PARTIES HEREBY CONSENT, AGREE AND WAIVE ALL OBJECTIONS THAT VENUE FOR ANY FILED DISPUTE HEREUNDER SHALL BE IN A COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. Â 20. MISCELLANEOUS. Â 20.1 Time of the Essence. Time is of the essence with respect to each Partyâ€™s performance of obligations contemplated herein. Â 20.2 Relationship. In the performance of this Agreement, Operators shall not be under Shipperâ€™s direction or control as to the persons engaged by Operators to assist in said performance, or as to the means and methods employed by Operators in accomplishing said performance. All employees, agents or other representatives engaged by Operators in connection with the performance of this Agreement will be of Operatorsâ€™ own selection, for Operatorsâ€™ own account and at Operatorsâ€™ own expense. The terms of the employee and contractor relationships of Operators, including compensation, hours, and/or wages shall be under Operatorsâ€™ exclusive control and direction at all times. The Parties for all purposes shall be considered independent contractors and fully and exclusively liable for the payment of any and all taxes now or hereafter imposed by any governmental authority which are measured by wages, salaries, commissions or otherwise paid to persons in its employ. No Party to this Agreement shall be deemed, for any purpose, to have formed a joint venture, partnership, or any relationship other than that of independent contractors. Â Page 9 of 14 Â Â 20.3 Taxes. Shipper shall pay or cause to be paid all taxes, licenses, fees, charges and sums due of any nature whatsoever imposed by any federal, state or local government on Product owned by it, including those imposed on Shipperâ€™s storage, transfer or movement of Product as covered by this Agreement. If Operators are required to pay such items, Shipper covenants and agrees to indemnify and reimburse Operators by written invoice pursuant to sectionÂ 9 hereof. Â 20.4 Assignment. Each Party covenants and agrees that it shall not assign this Agreement in whole or in part, without prior written consent of the other Party hereto, which shall not be unreasonably denied or delayed. Any assignment, transfer, mortgage or sublease of

this Agreement, without the prior written consent of the other Party, shall be null, void and of no effect. Â 20.5 Encumbrances. Operators covenant and agree to immediately discharge, indemnify and hold harmless Shipper from and against any third party lien or encumbrance upon Shipperâ€™s property resulting from or attributable to actions and/or omissions by Operator Group. Â 20.6 Entire Agreement. This Agreement constitutes the entire and complete agreement of the Parties with respect to the subject matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement shall be binding on the other Party unless in writing and signed by both Parties. Â 20.7 Counterparts. This Agreement, and any amendments and modifications hereto, may be executed and delivered in multiple counterparts, including multiple signature pages, each of which shall be deemed an original. For purposes of this Agreement, â€œwritingâ€ includes electronic, facsimile and postal communication. Â 20.8 Waiver. No waiver by any Party of any one or more defaults of the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character. Â 20.9 Severability. Any provision declared or rendered unlawful by a court or governmental agency of competent jurisdiction, or deemed unlawful as a result of a statutory change, shall not otherwise affect the remaining lawful obligations that arise under this Agreement. Â 20.10 Currency. All sums, amounts, payments and monies due, payable, or contemplated hereunder shall be made and tendered in the lawful currency of the United States of America. Â 20.11 Law. This Agreement shall be governed by, construed and performed pursuant to the laws of the State of Texas, without regard to its rules and principles regarding conflicts of law. Â Page 10 of 14 Â Â IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date. Â OPERATORS: Â Â Â SILVER FUELS PROCESSING, LLC, Â a Texas limited liability company Â Â Â By: Jorgan Development, LLC, Â a Louisian a limited liability company, its Manager Â Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â Â Â POSSE MONROE, LLC, Â a Texas limited liability company Â Â Â Â By: Jorgan Development, LLC, Â a Louisiana limited liability company, its Manager Â Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â Â Â POSSE WASSON, LLC, Â a Texas limited liability company Â Â Â By: Jorgan Development, LLC, Â a Louisiana limited liability company, its Manager Â Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â Â Â SHIPPER: Â Â Â WHITE CLAW CRUDE, LLC, Â a Texas limited liability company Â Â Â Â By: /s/ Mary Kilpatrick Â Name: Mary Kilpatrick Â Title: Manager Â Â Page 11 of 14 Â Â EXHIBIT â€œAâ€ INSURANCE REQUIREMENTS Â Operators shall obtain and maintain in full force and effect during the Term of this Agreement and require its contractors and subcontractors to maintain, as applicable, insurance coverages of the following types and amounts and with insurance companies rated not less than Aâ€“, IX by A.M. Best, and to furnish to Shipper certificates of insurance evidencing the same upon request: Â (a) Workerâ€™s Compensation or equivalent insurance in compliance with any and all applicable laws, and Employerâ€™s Liability insurance with limits not less than $1,000,000.00 Bodily Injury by Accidentâ€”each Accident, $1,000,000.00 Bodily Injury by Diseaseâ€”Policy Limit, and $1,000,000.00 Bodily Injury by Diseaseâ€”Each Employee; Â (b) Commercial General Liability Insurance on an occurrence form with a combined single limit of not less than $1,000,000.00 for each occurrence, and annual aggregates of not less than $2,000,000.00 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and sudden and accidental pollution, with no exclusions for explosion, collapse, and underground coverage, and which shall be primary to Operatorsâ€™ insurance; and Â (c) Excess or Umbrella Liability Insurance with a combined single limit of $5,000,000.00 for each occurrence, and annual aggregates of $5,000,000.00, for bodily injury and property damage covering excess of the required employerâ€™s liability insurance, commercial general liability insurance, automobile liability insurance, and sudden and accidental pollution legal liability covering injury to persons or damage to property resulting from any release, flow, leak or discharge of Product into the ambient air, surface water, groundwater, land surface or subsurface strata including coverage for clean-up and remediation expenses that is not subject to sub-limits. Â To the extent of Operatorsâ€™ indemnification obligation of Shipper herein: (a) Operatorsâ€™ coverages listed above are to be primary insurance to any coverages Shipper carries for its own account; (b) the above-listed coverages, with the exception of Workersâ€™ Compensation, shall be endorsed to name Shipper as an additional insured; and (c) Operatorsâ€™ insurance policies shall provide a waiver of subrogation in favor of Shipper. The limits of liability shown for each type of insurance coverage to be provided shall not be deemed to constitute a limitation of Operatorsâ€™ liability for claims hereunder. The insurance companies shall have no recourse against Shipper, its Affiliates, or subsidiary companies for payment of any premiums or for assessments under any mutual form of policy. Upon request by Shipper, Operators shall provide a certificate of insurance or other form reasonably acceptable to Shipper evidencing that these coverages are in place and provide Shipper thirty (30) days advance notice of cancellation of the abovelisted coverages. Neither review nor failure to review such evidence of coverages shall constitute approval thereof or be deemed to waive or diminish Shipperâ€™s rights under this Agreement. Any and all deductibles in the above described insurance policies of Operators shall be assumed by, be for the account of, and at the sole risk of the Operators. Â Page 12 of 14 Â Â EXHIBIT â€œBâ€ THE TERMINALS Â Station Lat Long Region Tankage Systems Max BPD OPM Colo City 32.532000 -100.8462 ColoCity 4,000 Lotus 8,400 Mary Foster Station 32.286050 -101.156506 ColoCity 2,000 Lease CTB 7,680 Remuda Lynch 32.531181 -103.551482 New Mexico 2,000 Plains 9,600 Remuda Pecos River 32.315674 -104.050374 New Mexico 1,200 Lotus 8,500 PTT Pecos River 32.315482 -104.051156 New Mexico 1,744 Lotus 9,100 PTT ABO 32.779354 -104.205284 New Mexico 872 Lotus 7,680 PTT Midland 32.024600 -102.015 WTX 1,744 Enterprise 12,000 PTT Colo City 32.531152 -100.846267 ColoCity 1,308 Lotus 7,200 OPM Barnhart 31.272700 -101.1629 Barnhart 4,000 Cline Shale 8,400 Wasson 32.992692 -102.769442 Denver City 1,600 Lotus 7,200 Monroe 33.728839 -101.872308 Lubbock 4,000 Lotus 6,000 Alex-MERID 47.980186 -103.6628 North Dakota 1,500 EPND 5000-6000 Beaver-MERID 48.284559 -102.92205 North Dakota 1,400 EPND 5000-6000 Stanley-MERID 48.302436 -102.373327 North Dakota 1,200 EPND 5000-6000 Â Page 13 of 14 Â Â EXHIBIT â€œCâ€ RATES Â Volume in Barrels Rate per Barrel 0 to the MVC $0.275 Greater than the MVC $0.15 Â Page 14 of 14 EX-10.47 15 vivakor_ex10-47.htm EXHIBIT 10.47 Â Exhibit 10.47 Â STATION THROUGHPUT AGREEMENT Â This STATION THROUGHPUT AGREEMENT (this â€œAgreementâ€) dated effective January 1, 2024 (the â€œEffective Dateâ€) is by and between CPE MIDCON GATHERIN, LLC, a Delaware limited liability company, (â€œOperatorâ€), and WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œShipperâ€). Operators and Shipper may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Operators severally operate the crude oil, natural gas liquids, condensate, and liquid hydrocarbon truck receipt, processing, blending, throughput and delivery stations and/or terminals set forth on Exhibit â€œBâ€ attached hereto and made a part hereof for all purposes (the â€œTerminalsâ€); Â WHEREAS, Operators and Shipper desire to enter into this Agreement to allow Shipper the ability to ship volumes of crude oil and other liquid hydrocarbons through the Terminals; Â NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual agreements, covenants and undertakings contained herein, the Parties do hereby agree as follows: Â 1. DEFINITIONS. As used in this Agreement: Â â€œAgreementâ€ has the meaning set forth in the Preamble. Â â€œAffiliate(s)â€ means, in relation to a Party, any entity that: (a) directly or indirectly controls such Party, (b) is directly or indirectly controlled by such Party, and/or (c) is directly or indirectly under common control with such Party. For purposes of this definition, â€œcontrolâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity. Â â€œAPIâ€ means the American Petroleum Institute. Â â€œApplicable Lawâ€ means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a governmental authority having competent jurisdiction, in each case in effect on and as interpreted on the Effective Date and during the Term. Â â€œBarrelâ€ or â€œBarrelsâ€ means forty-two (42) U.S. gallons temperature-corrected to sixty (60) degrees Fahrenheit. Â â€œOperatorsâ€ has the meaning set forth in the Preamble. Â â€œOperator Groupâ€ means Operators, their Affiliates, and their officers, directors, employees, agents, representatives, contractors, consultants, and invitees. Â â€œCERCLAâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seq., as amended from time to time. Â â€œClaiming Partyâ€ has the meaning set forth in sectionÂ 15, below. Â â€œConfidential Informationâ€ means all information, Shipper lists, prices, instructions, procedures, standards, contract rates and specifications which one Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Confidential Information includes all third-party rate sheets disclosed to Shipper by Operator for purposes of calculating the Rates or operating expenses. Â Page 1 of 14 Â Â â€œShipperâ€ has the meaning set forth in the Preamble. Â â€œShipper Groupâ€ means Shipper, its Affiliates, its or their officers, employees, agents, representatives, contractors, consultants, or invitees. Â â€œEvent of Defaultâ€ has the meaning set forth in sectionÂ 17, below. Â â€œHazardous Substance(s)â€ means (i) those substances, elements, waste, pollutants or contaminants defined or referred to in SectionÂ 101(14) of CERCLA, and (ii) all elements, compounds, waste, pollutants or contaminants defined or referred to in any applicable Environmental Law. For purposes of this Agreement, â€œEnvironmental Lawâ€ means any Applicable Law of any governmental authority relating to the protection of the environment or public health and safety, including any Applicable Law pertaining to any of the following: (i) the treatment, storage, disposal, generation and transportation of any Hazardous Substances, (ii) air, water and noise pollution, (iii) groundwater and soil contamination, (iv) the release or threatened release into the environment of toxic or Hazardous Substances, including emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals, (v) the protection of wild life, marine sanctuaries and wetlands, including all endangered and threatened species, (vi) storage tanks, vessels and containers containing Hazardous Substances; (vii) underground or other storage tanks or vessels, abandoned, disposed or discarded barrels, containers or other disposed receptacles that contain or contained Hazardous Substances; and (viii) manufacturing, processing, use distribution, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, or toxic Hazardous Substances. As used herein, the terms â€œreleaseâ€ and â€œenvironmentâ€ have the meanings set forth in CERCLA. Â â€œLossâ€ or â€œLossesâ€ means any and all damages, claims, demands, liabilities, suits, fines, fees, penalties, or actions, including all reasonable expenses and attorneysâ€™ fees incurred by or imposed on a Party in connection therewith. Â â€œMinimum Volume Commitmentâ€ or â€œMVCâ€ means 100,000 Barrels of Product per month. Â â€œPartiesâ€ or â€œPartyâ€ has the meaning set forth in the Preamble. Â â€œProduct(s)â€ means crude oil, condensate, natural gas liquids, and constituent liquid hydrocarbons. Â â€œRate(s)â€ have the corresponding meaning set forth on Exhibit â€œCâ€ attached hereto and made a part hereof for all purposes. Â â€œServicesâ€ shall mean any and all labor, services, and/or goods, inventory, materials, equipment and other personal property, as applicable, and shall, if applicable, include any equipment, appurtenances, crew and personnel, provided or agreed to be provided by Operators for the efficient operation of the Terminals, and shall include without limitation Operatorsâ€™ receipt, processing, blending, throughput and injection of the Product, as defined in this Agreement, on behalf of Shipper. Â â€œTermâ€ has the meaning set forth in sectionÂ 8. Â â€œTerminalsâ€ has the meaning set forth in the Preamble. Â Page 2 of 14 Â Â 2. SERVICES AND THROUGHPUT. Operators agree, subject to Applicable Law and the terms and provisions of this Agreement, to provide trucking receipt, storage, and pipeline injection services at the Terminals. Operators agree to receive Product when tendered at the Terminals subject to Applicable Law and the other terms and provisions of this Agreement. Operators shall manage, control, operate, repair and maintain the Terminals, in good working order, at the sole cost and expense of Shipper. The Terminals shall be operational and capable of receiving Product at all times, on a â€œ24/7â€ basis, during the Term. Operators shall comply with all Applicable Law. Shipperâ€™s use of the Terminals shall be non-exclusive, and volumes shall be blended into the common stream with third-party volumes. Â 3. THROUGHPUT RATES AND MINIMUM VOLUMES. Shipper covenants and agrees that, for each calendar month during the Term, it shall pay to Operators an amount equal to the greater of (a) the actual volume of Product received at the Terminals, collectively, multiplied by the applicable Rate, or (b) the Minimum Volume Commitment multiplied by the applicable Rate. Should Shipper fail to deliver to the Terminals, collectively, a volume equal to or greater than the applicable Minimum Volume Commitment during a given calendar month in the Term and such failure was not due to action or inaction by Operators, Shipper shall pay to Operators the Minimum Volume Commitment multiplied by the Rates. For purposes of calculating such monthly throughput fees, volume shall be calculated as the summation of all net barrels of Product received by Operators from Shipper at the Terminalsâ€™ truck receipt meters in a calendar month. Barrels returned to tank trucks at the Terminals are deemed by the Parties as barrels not transloaded through the Terminals or subject to the Rates. Â 4. RECEIPTS AND DELIVERIES. Shipper shall provide Operators with written notice of the volumes, if any, it intends to ship and deliver to the Terminal no later than the twentieth (20th) day of the month preceding the month in which such quantities will actually be delivered to the Terminal. Operators shall advise Shipper no later than five (5) days after its receipt of such nominations of its acceptance or modification thereof, including a preliminary schedule for pumping and delivery at the Terminal, provided, however, that Operators may not modify any nomination of Shipper other than as required by Applicable Law, the other provisions of this Agreement, or due to the physical limitations of the Terminal or equipment ancillary thereto. Shipper and Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors, may access the Terminal during regular operating hours upon reasonable advance notice. As a condition to being granted access to the Terminal, Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors seeking access to the Terminal shall obey Operatorsâ€™ rules and regulations at the Terminal. Â 5. TESTING AND MEASUREMENT. Operators shall cause the Terminal to be capable of measuring the volume of Product delivered by Shipper and provide Shipper with reasonable documentation associated with determining the volume of Product delivered. All measurement & sampling equipment activities, procedures, and calculations shall be performed in conformance with the most current international measurement, sampling and analysis standards (API Manual of Petroleum Measurement Standards (MPMS), the Energy Institute Hydrocarbon Management Committee (HM), ISO, NIST and ASTM). Operators shall operate and maintain calibrated, custody transfer-grade meters and certified auto in-line sampler(s) at the Terminal to measure the volume and quality of Product delivered by Shipper hereunder. Operators shall test and prove meters no less than on a quarterly basis. Shipper or its representative shall have the right to witness measurements of the Product, including meter proving, testing, calibrations, gauging, sampling, and verify measurement process system; provided, however, that reasonable advance notification is made by Shipper to Operators. All measurements of Product received by Operators from Shipper shall be made by and at the Terminalâ€™s truck receipt meters/auto in-line samplers. All custody transfer documents, including meter tickets generated by Operators shall show the net standard volume (NSV) and such necessary values and calculations for deriving that figure, including opening and closing indicated volumes, meter factor(s), observed API gravity, observed temperature, gross standard volume (GSV), deduction of free water, BS&W percentage, temperature and pressure correction factors. All tickets shall be produced and retained electronically. Operators will endeavor to provide copies of all ticket information and data to Shipper within forty-eight (48) hours upon completion of delivery or re-delivery, as the case may be; and in any case no later than two (2) business days. Operators will provide Shipper with inventory accounting reports monthly. Monthly reports shall indicate Shipperâ€™s beginning inventory, receipts, deliveries, ending inventory, and gains and losses. Operators will provide Shipper with daily inventory reports, when requested by Shipper. Â Page 3 of 14 Â Â 5.1 Custody transfer meters utilized by Operators at the Terminal shall be capable of measuring volumes of Product and shall be adjusted to a temperature of sixty (60) degrees Fahrenheit and a pressure of one standard atmosphere (14.696 PSIA) in accordance with the latest revision of API MPMS Chapter 11 Table 6A both (a) in connection with unloading crude oil from tanker trucks, and (b) in connection with the transmission of crude oil into pipelines. If Shipper believes that any custody transfer meter used to measure the volume of crude oil received, stored or delivered hereunder is inaccurate, Shipper may request that Operators have such meter tested by a third party authorized to certify the accuracy of such meters. If such meters are out of compliance with API standards, then (i) such meters shall be brought into compliance with API standards, (ii) the cost of testing and bringing such meters into compliance shall be borne by Operators, and (ii) Operators shall make an adjustment on the immediately following invoice correcting for the measurement of crude oil transloaded hereunder from the time such meter became inaccurate, or if such date is unknown, from the date that is halfway between the date such meter is restored to compliance with API standards and the date of its last certification or the Effective Date hereof, whichever is later. Â 6. SCHEDULING MAINTENANCE. Operators shall promptly notify Shipper of any scheduled maintenance of the Terminal. Operators shall consult with Shipper when planning scheduled maintenance to avoid disruption of the Services during the Term. The obligation to pay the Rates set forth in sectionÂ 9 shall be abated, on an hourly basis rounded to the nearest hour, for any period of time during which the Terminal is unavailable for use during the Term due to maintenance or repair, whether scheduled or not. Â 7. LOSS ALLOWANCE. Operators will be responsible for any normal handling losses in excess of one quarter of one percent (0.25%) of all Product received into the Terminal, the basis being the difference between truck receipt meter tickets NSV figures and Terminal pipeline meter ticket NSV figures. Losses and/or gains shall be calculated, valued and reported on a monthly basis, and summation reported on a calendar year basis. Settlements for losses and gains will be made promptly after the end of each calendar year or as of the termination of this Agreement, whichever occurs first. Operators, at their option, shall either replace or pay for all normal handling Product losses or gains in excess of the Loss Allowance. The price per barrel of such Product shall be the NYMEX CMA daily average settle quoted price for â€œLight Sweet Crude Oilâ€ (excluding weekends and US holidays). For purposes of clarity, the price calculation will be based on the NYMEX prices for the month in which the losses and/or gains occurred. Â 8. TERM. This Agreement shall remain in force and effect from the Effective Date until 11:59 p.m. Dallas, Texas time on DecemberÂ 31, 2034 (the â€œTermâ€). Â 9.

PAYMENT AND INVOICING. Shipper shall timely tender and pay to Operators the Rates and all operating, selling, general and administrative expenses relating to the operation of the Terminals. Operators shall invoice Shipper monthly. All invoiced amounts shall be due and payable by Shipper to Operators by the twentieth (20th) day of the month following the month in which the Services were performed, provided, however that if such day falls on a Saturday, Sunday or banking holiday, then payment shall be due on the nearest regular business day. Shipper may dispute amounts on Operatorsâ€™ invoice within ten (10) business days of receipt thereof, and the Parties shall work in good faith to timely resolve any such disputes. Shipper shall have the right, at its sole cost and expense and upon commercially reasonable advance notice to Operators, to obtain electronic or physical copies of all substantiating documents incident to the Rates and the Services, including truck tickets, for a period of two (2) calendar years after any such Services were performed. Â Page 4 of 14 Â Â 10. REPRESENTATIONS AND WARRANTIES. Operators have all requisite power and authority to execute and deliver this Agreement and to perform the obligations contemplated herein. Operatorsâ€™ employees, agents and representatives shall be appropriately trained. All Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards. Operators and their agents and representatives shall comply with Applicable Law at locations where the Services are being performed. Operators shall only provide employees, agents and representatives who are knowledgeable and experienced in the safe methods of handling, loading, transloading, carriage, and storage of the Product and who have been appropriately trained and/or certified in accordance with Applicable Law in the use of all equipment necessary for completion of the Services and in the performance of any Services. Operators further warrant that Services performed pursuant to this Agreement that are subject to Applicable Law shall be performed in accordance therewith (including, without limitation, any and all obligations to provide appropriately trained personnel, to register with proper authorities, to label and to classify Hazardous Substances, to label vehicles, and to maintain emergency response information). Operators shall comply with all rules and regulations promulgated by terminal facilities with respect to loading, transporting, and delivering Product on behalf of Shipper. Operatorsâ€™ employees and all others acting at its instance or direction shall be fully aware and knowledgeable of Applicable Law at all times during the Term of this Agreement, and further Operators shall employ employees who have been and/or engage contractors that have represented their employees have been appropriately instructed in the characteristics and safe handling methods associated with the Products to be loaded and transported for Shipper. Â 11. HEALTH, SAFETY & ENVIRONMENTAL. Â 11.1 In performance of the Services, Operators shall: Â (a) Develop and maintain an HSE management program with a systematic approach designed to assure compliance with Applicable Law and prevent, manage and remediate HSE events, such as spills and releases of Hazardous Substances; Â (b) Have HSE policies, handbooks, or similar materials reasonably assured to be understood by all of Operatorsâ€™ agents, employees and representatives, and ensure such agents, employees and representatives comply with such policies, handbooks or similar materials; Â (c) Ensure that Operatorsâ€™ personnel are competent, appropriately trained and experienced in their field of activity; Â (d) Obtain, maintain, renew and/or replace all licenses, permits, approvals, exemptions, clearances, certificates, authorizations and consents required by Applicable law to perform the Services; and Â (e) Promptly notify Shipper of any changes in Applicable Law affecting HSE responsibilities of the Parties in their performance of this Agreement. Â 11.2 Operators or its Affiliates shall handle Product and conduct operations in accordance with applicable, generally accepted industry standards and recognized safety best practices, and any specific requirements set forth in safety data sheets, without limitation. Â 11.3 Operators shall maintain and enforce a comprehensive drug and alcohol policy and associated practices that support Shipperâ€™s objective to ensure that Operatorsâ€™ personnel performing work related to Shipperâ€™s Product do not create an unreasonable hazard to persons, property or the environment through the presence of illegal or improperly used drugs or alcohol in the workplace. Â 11.4 Operators shall investigate and promptly report all incidents to Shipper as required by Applicable Law, and cooperate with Shipper in the investigation of all safety and environmental incidents, spills, releases, damage to property, bodily injuries and/or death to persons which arise on Terminal premises, including those involving Shipperâ€™s Product. Â Page 5 of 14 Â Â 11.5 During the Term of this Agreement, Operators agree to notify Shipper as soon as reasonably practical, but in no event later than twenty-four (24) hours of the occurrence of any accident, incident or violation (i) involving worker-related bodily injury or death, (ii) which directly involves reportable quantity, as determined by Applicable Law, of Shipperâ€™s Product or creates a sheen on water or surfaces, or (iii) is otherwise required to be reported pursuant to Applicable Law. Both Parties agree to provide reasonable assistance in reviewing the circumstances of the accident, incident or violation. Notifications to Shipper regarding HSE incidents should be sent to safety contact listed herein. Qualifying events may include but are not limited to: Â (a) Incidents that result in a fatality; Â (b) Incidents that result in two or more workers being injured; illness requiring hospitalization or transportation via ambulance to an emergency room; or a serious individual injury requiring admission to a hospital of an employee, contractor or the public; Â (c) Any spill or release; Â (d) Any spill or release affecting environmentally sensitive areas such as national parks, wildlife habitats and refuges, tribal land, etc.; any waterway; or to public land or property; Â (e) Any spill or release which causes closure, stoppage or rerouting of traffic on a public road or waterway; Â (f) Multiple complaints (more than one individual) of acute illness, of any person, allegedly caused by exposure to the Product; Â (g) Evacuation beyond the Terminal of employees or contractors allegedly caused by exposure to the Product, excluding false alarms and evacuations to a location within the Terminal; Â (h) Evacuation or sheltering-in-place of the public due to an incident allegedly caused by exposure to the Product; Â (i) Incidents attracting media or governmental attention; Â (j) Contamination of the Product at the Terminal; and Â (k) Unscheduled business interruption in excess of four (4) hours. Â 11.6 In the event of any release of Hazardous Substances, or any leak or discharge or any other environmental pollution caused or witnessed by Operators or in connection with the Services, Operators shall commence containment or clean-up operations as reasonably deemed appropriate or necessary by Operators or required by any governmental authorities and shall promptly notify or arrange to promptly notify Shipper of any such release, leak or discharge and of any such operations that are reportable to governmental authorities pursuant to Applicable Law, without affecting any obligations of Shipper under sectionÂ 9 hereof. Â 12. INDEMNIFICATION. OPERATORS SHALL SEVERALLY INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM LOSSES TO THE EXTENT ARISING OUT OF OR CONNECTED WITH A FAILURE BY OPERATORS OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, OR INVITEES TO COMPLY WITH ANY APPLICABLE LAW. Â Page 6 of 14 Â Â OPERATORS (SEVERALLY, FOR THEMSELVES AND THEIR CONTRACTORS, EMPLOYEES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS) SHALL INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM AND AGAINST ANY AND ALL LOSSES FOR ANY SUCH LOSS, DAMAGE,Â INJURY,Â DEATH, ORÂ OTHERÂ CASUALTY, INCLUDINGÂ BUT NOTÂ LIMITED TO ENVIRONMENTAL DAMAGES AND COSTS OF REMEDIATION, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OPERATORSâ€™ BREACH OF THIS AGREEMENT, THE SERVICES, AND THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATORS, THEIR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES AND AGENTS. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND (II) OPERATORS SHALL NOT BE LIABLE TO SHIPPER FOR CHEMICAL DETERIORATION OF PRODUCT CAUSED BY STAGNANT STORAGE OR NORMAL EVAPORATION. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) ALL OBLIGATIONS AND LIABILITIES OF OPERATORS CONTAINED HEREIN WITH RESPECT TO THE TERMINALS SHALL BE SEVERAL AND NOT JOINT AS TO EACH INDIVIDUAL TERMINAL OWNED BY EACH INDIVIDUAL OPERATOR, (II) NOTHING HEREIN SHALL BE CONSTRUED TO IMPOSE JOINT LIABILITY ON ANY OPERATOR FOR ANY REASON, AND (III) SHIPPER HEREBY WAIVES, RELEASES AND RELINQUISHES ALL RIGHT TO CLAIM JOINT LIABILITY ON THE PART OF OPERATOR GROUP WITH RESPECT TO ANY OBLIGATION OR LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TERMINALS. Â 13. INSURANCE. Operators shall obtain and maintain in full force and effect during the Term of this Agreement insurance providing the minimum coverage set forth on Exhibit â€œAâ€ attached hereto and made a part hereof. Operators shall be solely and exclusively liable for any and all costs of such insurance, including premiums, deductibles, retentions, fees, expenses and any and all other such costs. Â 14. TITLE AND RISK OF LOSS; CARGO LIABILITY. Title to Product during provision of the Services shall at all times remain with Shipper or Shipperâ€™s designee. Operators shall be deemed to have custody of Product when the Product passes the last truck receipt flange at one of the Terminals until the Product passes the last truck or pipeline delivery flange out of a Terminal. Notwithstanding anything contained herein to the contrary, Operators shall be liable for any and all actual loss of or damage to cargo or Product occurring while in the custody of Operators. Â 15. FORCE MAJEURE. Except for payment due hereunder, either Party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, disruption or breakdown of pipeline, terminal, production or other transportation facilities, delays of pipeline or terminal in receiving and delivering Product tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of force majeure shall not extend the term of this Agreement except to the extent necessary to comply with the provisions of this section. The Party claiming a force majeure situation (the â€œClaiming Partyâ€) shall take commercially reasonable steps to ameliorate the cause of such force majeure event and enable it to resume performance during the term of this Agreement. Notwithstanding anything to the contrary contained in this section, an event of force majeure shall be deemed not to occur under any or all of the following circumstances: (i) to the extent that the inability to perform was caused by the negligence or willful misconduct of the Claiming Party; (ii) to the extent that the inability was caused by the Claiming Party having failed to remedy the condition as a result of having failed to act in a commercially reasonable manner and/or with reasonable dispatch; (iii) to the extent the event constituting force majeure was intentionally initiated or intentionally acquiesced to by the Claiming Party for purposes of allowing that Party to claim force majeure; or (iv) if the inability was caused by a Partyâ€™s lack of funds. Â Page 7 of 14 Â Â 16. CONFIDENTIALITY. Each Party shall keep confidential all Confidential Information that the other Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Such Party shall use such Confidential Information only as necessary to perform this Agreement, and shall not disclose to third parties, duplicate or use in any other manner any part of such Confidential Information without the prior written consent of the other Party, except to the extent that either Party can show that such information: (a) is generally available to and known by the public through no fault of such Party, any of its Affiliates or their respective agents or representatives; or (b) is lawfully acquired by such Party, any of its Affiliates or their respective agents or representatives, from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of their respective Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, including in connection with litigation, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such Party is advised by its counsel in writing is legally required to be disclosed, provided that such Party will use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurances that confidential treatment will be accorded such Confidential Information. Â 17. EVENTS OF DEFAULT. A Party shall be in default under this Agreement if any of the following occurs (each such event, an â€œEvent of Defaultâ€) with respect to such Party: Â 17.1 it (a) becomes insolvent or is unable to meet its financial obligations as they come due, (b) files a voluntary petition, or shall have an involuntary petition filed against it, that is not dismissed within sixty (60) days, in bankruptcy, reorganization, insolvency, receivership or other similar proceeding, (c) files an answer admitting any material allegation of insolvency in any petition filed pursuant to any federal or state insolvency law, (d) makes a general assignment for the benefit of its creditors, or (e) applies for, consents to, or suffers the appointment of a receiver or trustee for any part of its property or assets; Â 17.2 it fails to pay any undisputed amount due under this Agreement, and such non-payment continues for ten (10) days after the non-paying Partyâ€™s receipt of written notice from the other Party that payment is past due; or Â 17.3 it is in breach of any of its material representations, material warranties, material covenants, or material obligations under this Agreement, and such breach is not cured (at the defaulting Partyâ€™s sole cost and expense) within thirty (30) days after the defaulting Partyâ€™s receipt of written notice from the non-defaulting Party as to such breach or conduct. Â 18. REMEDIES FOR DEFAULT. In the event of an uncured Event of Default as provided above, the nondefaulting Party may in its sole discretion: Â 18.1 immediately suspend performance under this Agreement until such breach is cured; Â 18.2 terminate this Agreement by providing written notice of termination to the defaulting Party during the continuation of such Event of Default; and Â 18.3 seek whatever other remedies are available to it under Applicable Law, at law or in equity, for damages, specific performance or injunctive relief, including reasonable attorneysâ€™ fees and costs from the defaulting Party. Nothing in this Agreement shall limit or constitute a waiver by the non- defaulting Party of any other rights or remedies available to it under Applicable Law, at law or in equity, all of which are hereby expressly reserved. Â 18.4 Upon any termination of this Agreement for an Event of Default, neither Party shall have any prospective obligations under this Agreement except as otherwise specifically set forth herein and provided that nothing herein shall relieve any Party from any obligations (including any obligations for breach of contract, payment, indemnity and defense) incurred or accrued prior to such termination, which shall survive in accordance with the survival provisions of this Agreement. Â Page 8 of 14 Â Â 19. BINDING ARBITRATION Â 19.1 Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the charges, invoices, tickets, receipt and/or delivery locations, or the construction, validity, interpretation, enforceability or breach of Agreement, or any amendments hereto, shall be exclusively resolved by binding arbitration upon a Partyâ€™s submission of the dispute to arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made more than two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Â 19.2 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Â 19.3 The arbitration shall be conducted by one (1) arbitrator to be selected by Shipper. Either Party may initiate arbitration by serving notice upon the other Party. Â 19.4 The arbitration shall be conducted in accordance with the then-existing Commercial Rules of the American Arbitration Association and shall be held and conducted in or near Dallas, Texas. Â 19.5 Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party. Â 19.6 The arbitrator shall have no authority to award punitive, consequential, special, incidental or indirect damages. The arbitrator shall not be entitled to issue injunctive or other equitable relief. The arbitrator shall award interest from the time of the breach to the time of award at the rate equal to the prime rate of interest published in the most recent edition of The Wall Street Journal at the time of any award plus two percent (2%). Â 19.7 The cost of the arbitration proceeding, as applicable (including, without limitation, reasonable attorneysâ€™ fees and costs), shall be borne equally by the Parties. The cost of any proceeding in court to confirm or to vacate any arbitration award shall be borne the Party initiating such action. Each Party shall pay its proportionate share of arbitrator fees and expenses. Each Party shall be responsible and liable for its own attorneysâ€™ fees, expenses, experts and related costs. Â 19.8 It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions hereof by bringing suit in a court of competent jurisdiction situated in Dallas County, Texas. THE PARTIES HEREBY CONSENT, AGREE AND WAIVE ALL OBJECTIONS THAT VENUE FOR ANY FILED DISPUTE HEREUNDER SHALL BE IN A COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. Â 20. MISCELLANEOUS. Â 20.1 Time of the Essence. Time is of the essence with respect to each Partyâ€™s performance of obligations contemplated herein. Â 20.2 Relationship. In the performance of this Agreement, Operators shall not be under Shipperâ€™s direction or control as to the persons engaged by Operators to assist in said performance, or as to the means and methods employed by Operators in accomplishing said performance. All employees, agents or other representatives engaged by Operators in connection with the performance of this Agreement will be of Operatorsâ€™ own selection, for Operatorsâ€™ own account and at Operatorsâ€™ own expense. The terms of the employee and contractor relationships of Operators, including compensation, hours, and/or wages shall be under Operatorsâ€™ exclusive control and direction at all times. The Parties for all purposes shall be considered independent contractors and fully and exclusively liable for the payment of any and all taxes now or hereafter imposed by any governmental authority which are measured by wages, salaries, commissions or otherwise paid to persons in its employ. No Party to this Agreement shall be deemed, for any purpose, to have formed a joint venture, partnership, or any relationship other than that of independent contractors. Â Page 9 of 14 Â Â 20.3 Taxes. Shipper shall pay or cause to be paid all taxes, licenses, fees, charges and sums due of any nature whatsoever imposed by any federal, state or local government on Product owned by it, including those imposed on Shipperâ€™s storage, transfer or movement of Product as covered by this Agreement. If Operators are required to pay such items, Shipper covenants and agrees to indemnify and reimburse Operators by written invoice pursuant to sectionÂ 9 hereof. Â 20.4 Assignment. Each Party covenants and agrees that it shall not assign this Agreement in whole or in part, without prior written consent of the other Party hereto, which shall not be unreasonably denied or delayed. Any assignment, transfer, mortgage or sublease of this Agreement, without the prior written consent of the other Party, shall be null, void and of no effect. Â 20.5 Encumbrances. Operators covenant and agree to immediately discharge, indemnify and hold harmless Shipper from and against any third party lien or encumbrance upon Shipperâ€™s property resulting from or attributable to actions and/or omissions by Operator Group. Â 20.6 Entire Agreement. This Agreement constitutes the entire and complete agreement of the Parties

with respect to the subject matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement shall be binding on the other Party unless in writing and signed by both Parties. Â 20.7 Counterparts. This Agreement, and any amendments and modifications hereto, may be executed and delivered in multiple counterparts, including multiple signature pages, each of which shall be deemed an original. For purposes of this Agreement, â€œwritingâ€ includes electronic, facsimile and postal communication. Â 20.8 Waiver. No waiver by any Party of any one or more defaults of the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character. Â 20.9 Severability. Any provision declared or rendered unlawful by a court or governmental agency of competent jurisdiction, or deemed unlawful as a result of a statutory change, shall not otherwise affect the remaining lawful obligations that arise under this Agreement. Â 20.10 Currency. All sums, amounts, payments and monies due, payable, or contemplated hereunder shall be made and tendered in the lawful currency of the United States of America. Â 20.11 Law. This Agreement shall be governed by, construed and performed pursuant to the laws of the State of Texas, without regard to its rules and principles regarding conflicts of law. Â Page 10 of 14 Â Â IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date. Â OPERATORS: Â Â Â CPE Midcon Gathering, LLC, Â a Delaware limited liability company Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â SHIPPER: Â Â Â WHITE CLAW CRUDE, LLC, Â a Texas limited liability company Â Â Â By: /s/ Mary Kilpatrick Â Name: Mary Kilpatrick Â Title: Manager Â Â Â Page 11 of 14 Â Â EXHIBIT â€œAâ€ INSURANCE REQUIREMENTS Â Operators shall obtain and maintain in full force and effect during the Term of this Agreement and require its contractors and subcontractors to maintain, as applicable, insurance coverages of the following types and amounts and with insurance companies rated not less than Aâ€“, IX by A.M. Best, and to furnish to Shipper certificates of insurance evidencing the same upon request: Â (a) Workerâ€™s Compensation or equivalent insurance in compliance with any and all applicable laws, and Employerâ€™s Liability insurance with limits not less than $1,000,000.00 Bodily Injury by Accidentâ€”each Accident, $1,000,000.00 Bodily Injury by Diseaseâ€”Policy Limit, and $1,000,000.00 Bodily Injury by Diseaseâ€”Each Employee; Â (b) Commercial General Liability Insurance on an occurrence form with a combined single limit of not less than $1,000,000.00 for each occurrence, and annual aggregates of not less than $2,000,000.00 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and sudden and accidental pollution, with no exclusions for explosion, collapse, and underground coverage, and which shall be primary to Operatorsâ€™ insurance; and Â (c) Excess or Umbrella Liability Insurance with a combined single limit of $5,000,000.00 for each occurrence, and annual aggregates of $5,000,000.00, for bodily injury and property damage covering excess of the required employerâ€™s liability insurance, commercial general liability insurance, automobile liability insurance, and sudden and accidental pollution legal liability covering injury to persons or damage to property resulting from any release, flow, leak or discharge of Product into the ambient air, surface water, groundwater, land surface or subsurface strata including coverage for clean-up and remediation expenses that is not subject to sub-limits. Â To the extent of Operatorsâ€™ indemnification obligation of Shipper herein: (a) Operatorsâ€™ coverages listed above are to be primary insurance to any coverages Shipper carries for its own account; (b) the above-listed coverages, with the exception of Workersâ€™ Compensation, shall be endorsed to name Shipper as an additional insured; and (c) Operatorsâ€™ insurance policies shall provide a waiver of subrogation in favor of Shipper. The limits of liability shown for each type of insurance coverage to be provided shall not be deemed to constitute a limitation of Operatorsâ€™ liability for claims hereunder. The insurance companies shall have no recourse against Shipper, its Affiliates, or subsidiary companies for payment of any premiums or for assessments under any mutual form of policy. Upon request by Shipper, Operators shall provide a certificate of insurance or other form reasonably acceptable to Shipper evidencing that these coverages are in place and provide Shipper thirty (30) days advance notice of cancellation of the abovelisted coverages. Neither review nor failure to review such evidence of coverages shall constitute approval thereof or be deemed to waive or diminish Shipperâ€™s rights under this Agreement. Any and all deductibles in the above described insurance policies of Operators shall be assumed by, be for the account of, and at the sole risk of the Operators. Â Page 12 of 14 Â Â EXHIBIT â€œBâ€ THE TERMINALS Â Station Lat Long Region Tankage Systems Max BPD OPM Colo City 32.532000 -100.8462 ColoCity 4,000 Lotus 8,400 Â Page 13 of 14 Â Â EXHIBIT â€œCâ€ RATES Â Volume in Barrels Rate per Barrel 0 to the MVC $1.00 Greater than the MVC $.50 Â Page 14 of 14 EX-10.48 16 vivakor_ex10-48.htm EXHIBIT 10.48 Â Exhibit 10.48 Â TRUCKING TRANSPORTATION AGREEMENT Â This TRUCKING TRANSPORTATION AGREEMENT (this â€œAgreementâ€) dated effective JanuaryÂ 1, 2023 (the â€œEffective Dateâ€) is by and between ENDEAVOR CRUDE, LLC f/k/a MERIDIAN TRANSPORT, LLC, a Texas limited liability company (â€œCarrierâ€), and WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œCustomerâ€). rand Customer may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Carrier and Customer desire to enter into an agreement whereby Carrier will provide truck transportation services in exchange for a minimum volume commitment; Â WHEREAS concurrently with the execution hereof, Carrier and Customer are executing one or more Rate Sheets, as defined below, covering certain rates to be paid by Customer and certain services to be provided by Carrier. Â NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and or the mutual agreements, covenants and undertakings contained herein, the Parties do hereby agree as follows: Â 1.DEFINITION. As used in this Agreement: Â â€œAgreementâ€ has the meaning set forth in the Preamble, and all Rate Sheets executed by Carrier and Customer made subject hereto. Â â€œAffiliate(s)â€ means, in relation to a Party, any entity that: (a) directly or indirectly controls such Party, (b) is directly or indirectly controlled by such Party, and/or (c) is directly or indirectly under common control with such Party. For purposes of this definition, â€œcontrolâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity. Â â€œAPIâ€ means the American Petroleum Institute. Â â€œApplicable Lawâ€ means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a governmental authority having competent jurisdiction, in each case in effect on and as,interpreted on the Execution Date and during the Term. Â â€œBarrelâ€ or â€œBarrelsâ€ means forty-two (42) U.S. gallons temperature-corrected to sixty (60) degrees Fahrenheit. Â â€œCarrierâ€ has the meaning set forth in the Preamble. Â â€œCarrier Groupâ€ means Carrier, its Affiliates, and its and their officers, directors, employees, agents, representatives, contractors, consultants, and invitees. Â â€œCERCLAâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seg., as amended from time to time. Â â€œClaiming Partyâ€ has the meaning set forth in sectionÂ 10, below. Â â€œConfidential Informationâ€ means all information, customer lists, prices, instructions, procedures, standards, contract rates and specifications which one Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Confidential Information includes all third-party rate sheets disclosed to Customer by Carrier for purposes of calculating the Rates. Â â€œCustomerâ€ has the meaning set forth in the Preamble. Â â€œCustomer Groupâ€ means Customer, its Affiliates, its or their officers, employees, agents, representatives, contractors, consultants, or invitees. Â Page 1 of 10 Â Â â€œDeficiency Feeâ€ means twenty-five percent (25%) of the average per barrel Rate for all loads actually hauled by Carrier during a given calendar year. Â â€œDelivery Pointâ€ means the place designated by Customer, either orally or writing, that Carrier delivers and tenders possession of Customerâ€™s Product. Â â€œEvent of Defaultâ€ has the meaning set forth in sectionÂ 13, below. Â â€œHazardous Substance(s)â€ means (i) those substances, elements, waste, pollutants or contaminants defined or referred â€˜to in SectionÂ 101(14) of CERCLA, and (ii) all elements, compounds, waste, pollutants or contaminants defined or referred to in any applicable Environmental Law. For purposes of this Agreement, â€œEnvironmental Lawâ€ means any Applicable Law of any governmental authority relating to the protection of the environment or public health and safety, including any Applicable Law pertaining to any of the following: (i) the treatment, storage, disposal, generation and transportation of any Hazardous Substances, (ii) air, water and noise pollution, (iii) groundwater and soil contamination, (iv) the release or threatened release into the environment of toxic or Hazardous Substances, including emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals, (v) the protection of wild life, marine sanctuaries and wetlands, including all endangered and threatened species, (vi) storage tanks, vessels and containers containing Hazardous Substances; (vii) underground or other storage tanks or vessels, abandoned, disposed or discarded barrels, containers or other disposed receptacles that contain or contained Hazardous Substances; and (viii) manufacturing, processing, use distribution, treatment, storage, disposal, transportation or handling of po11utants, contaminants, chemicals or industrial, or toxic Hazardous Substances. As used herein, the terms â€œreleaseâ€, and â€œenvironmentâ€ have the meanings set forth in CERCLA. Â â€œLossâ€ or â€œLossesâ€ means any and all damages, claims, demands, liabilities, suits, fines, fees, penalties, or actions, including all reasonable expenses and attorneysâ€™ fees incurred by or imposed on a Party in connection therewith. Â â€œMinimum Volume Commitmentâ€ or â€œMVCâ€™ means Barrels of Product per day per Exhibit B. This applies to the total volume hauled by carrier, not just those barrels hauled for Customer. Â â€œPartiesâ€ or â€œPartyâ€ has the meaning set forth in the Preamble. Â â€œProduct(s)â€ means crude oil, condensate, natural gas liquids, and constituent liquid hydrocarbons. Â â€œRatesâ€ or â€˜â€˜Rateâ€ means the volume-weighted average of Carrierâ€™s pricing and fees for Carrierâ€™s Services charged to all third parties to whom Carrier provides Services. Rates shall be calculated on an annual basis. Â â€œRate Sheet:â€ means all rate sheets or other documents evidencing the Rates paid by Customer to Carrier for the Services hereunder and made subject to this document. Rate Sheets may identify pricing, Services, parties, payment and invoicing terms, and other matters. Rate Sheets must be executed and entered by Customer and Carrier in order to take effect in accordance with this Agreement. Â â€œReceipt Pointâ€ means the place designated by Customer, either orally or in writing, that Carrier receives and takes,possession of Customerâ€™s Product. Â â€œServicesâ€ shall mean any and all labor, services, and/or goods, inventory, materials, equipment and other personal property, as applicable, and shall, if applicable, include any equipment, appurtenances, crew and personnel, identified on a Rate Sheet or that is requested by Customer in writing or orally and that is provided or agreed to be provided by Carrier during the term of this Agreement and shall include without limitation Carrierâ€™s loading, transporting, and unloading of the Product, as defined in this Agreement, on behalf of Customer. Â â€œTermâ€ has the meaning set forth in sectionÂ 4. Â Page 2 of 10 Â Â 2.MINIMUM VOLUME COMMITMENT. Subject to the terms and provisions of this Agreement, Customer covenants and agrees that, for each calendar year during the Term, it shall pay to Carrier an amount equal to the greater of (a) the actual volume of net Barrels hauled by Carrier multiplied by the applicable Rates, or (b) the Minimum Volume Commitment. Should Customer fail to tender and deliver to the Carier a volume equal to or greater than the applicable MVC during a given calendar year during the Term, Customer shall pay to Carrier the Deficiency Fee multiplied by the difference between the MVC, and the volume of net barrels tendered and delivered to Carrier by all customers during the calendar year. Notwithstanding anything contained herein to the contrary, the balance of Deficiency Fees shall be reflected on Carrierâ€™s monthly invoice to Customer on a rolling basis pursuant to the terms and provisions of this Agreement but shall only be reconciled and paid annually in the month of January succeeding any given calendar year during the Term. If Carrier (whether through itself or its subcontractors) at any time is unable to accept a quantity of Product equal to at least the MVC (save and except as a Claiming Party in accordance with section 11 hereof), then the MVC shall be automatically adjusted downward to such volume as Carrier can accept from Customer for so long as Carrier is unable to accept the MVC. Â 3.DISPATCH, MEASUREMENT, MILEAGE AND QUALITY. Carrier shall provide the Services to Customer. Customer or Customerâ€™s agent or representative shall notify Carrier when Services are needed at a Receipt Point. Mileages between Receipt Points and Delivery Points shall be determined by Carrier in its commercially reasonable discretion. Volumes of Product received by Carrier shall be definitively evidenced by, in descending order of priority, (a) custody transfer meter tickets at a Receipt Point and/or Delivery Point, (b) Carrier trucking run tickets, or (c) tank strappings at the Receipt Point and/or Delivery Point. Unless otherwise indicated in a Rate Sheet, Product shall be measured based upon the netted volume of such product(s) as evidenced by Carrier trucking run tickets. Carrier shall be responsible for volumetric losses of Product in the regular course of business in excess of one-quarter of one percent (0.25%) of the total volume received by Carrier at the Receipt Point and delivered by Carrier to the Delivery Point. Volumes shall be adjusted in accordance with API standards for crude oil gauging and measurement for invoicing purposes. Carrier shall deliver to Customer Product with a substantially and materially matching quality specification as the Product received by Carrier from Customer. Carrier shall use testing and gauging equipment in accordance with standard industry specifications to test and gauge Product for volume, BS&W, API gravity, observed temperature, each as applicable. API standards shall govern the testing and gauging process. Carrier shall work product in accordance with standard industry practices if so directed by Customer, whether verbally or in writing. Â 4.TERM. This Agreement shall remain in force and effect from the Effective Date until 11:59 p.m. Dallas, Texas time on DecemberÂ 31, 2033 (theâ€œTermâ€). The obligations of Carrier in sectionÂ 8 shall survive the termination of this Agreement. Â 5.PAYMENT AND INVOICING. Customer shall timely tender and pay to Carrier the Rates. Carrier shall invoice Customer monthly for the Rates. Unless otherwise indicated on a Rate Sheet, the Rates shall be due and payable by Customer to Carrier by the twentieth (20th) day of the month following the month in which the Services were performed, provided, however that if such day falls on a Saturday, Sunday or banking holiday, then payment shall be due on the nearest regular business day. Customer may dispute amounts on Carrierâ€™s invoice within ten (10) business days of receipt thereof, and the Parties shall work in good faith to timely resolve any such disputes. Customer shall have the right, at its sole cost and expense and upon commercially reasonable advance notice to Carrier, to obtain electronic or physical copies of all substantiating documents incident to the Rates and the Services, including truck tickets, for a period of two (2) calendar years after any such Services were performed. Rates shall be adjusted annually and shall take effect on JanuaryÂ 1 of each calendar year during the Term. Â 6.REPRESENTATIONS AND WARRANTIES. Carrier has all requisite power and authority to execute and deliver this Agreement and to perform the obligations contemplated herein. Carrierâ€™s employees, agents and representatives shall be appropriately trained. All Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards. Carrier and its agents and representatives shall comply with Applicable Law at locations where the Services are being performed. Carrier shall only provide employees, agents and representatives who are knowledgeable and experienced in the safe methods of handling, loading, transloading, carriage, and storage of the Product and who have been appropriately trained and/or certified in accordance with Applicable Law in the use of all equipment necessary for completion of the Services and in the performance of any Services. Carri r further warrants that Services performed pursuant to this Agreement that are subject to Applicable Law shall be performed in accordance therewith (including, without limitation, any and all obligations to provide appropriately trained; personnel, to register with proper authorities, to label and to classify Hazardous Substances, to label vehicles, and to maintain emergency response information). Carrier shall comply with all rules and regulations promulgated by terminal facilities with respect to loading, transporting, and delivering Product on behalf of Customer. Carrierâ€™s employees and all others acting at its instance or direction shall be fully aware and knowledgeable of Applicable Law at all times during the Term of this Agreement, and further Carrier shall employ employees who have been and/or engage â€˜Contractors that have represented their employees have been appropriately instructed in the characteristics and safe handling methods associated with the Products to be loaded and transported for Customer. Â Page 3 of 10 Â Â 7.ENVIRONMENTAL. In the event of any release of Hazardous Substances, or any leak or discharge or any other environmental pollution caused or witnessed by Carrier or in connection with the Services, Carrier may commence containment or clean-up operations as reasonably deemed appropriate or necessary by Carrier or required by any governmental authorities and shall promptly notify or arrange to promptly notify Customer of any such release, leak or discharge and of any such operations that are reportable to governmental authorities pursuant to Applicable Law, without affecting any obligations of Customer under sectionsÂ 5 and hereof. Â 8.INDEMNIFICATION. CARRIER SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM LOSSES TO THE EXTENT ARISING OUT OF OR CONNECTED WITH A FAILURE BY CARRIER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULT ANTS, OR INVITEES TO COMPLY WITH ANY APPLICABLE LAW. Â CARRIER (FOR ITSELF AND ITS CONTRACTORS, EMPLOYEES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS) SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY AND ALL LOSSES FOR ANY SUCH LOSS, DAMAGE, INJURY, DEATH, OR OTHER CASUALTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL DAMAGES AND COSTS OF REMEDIATION, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM CARRIERâ€™S BREACH OF THIS AGREEMENT, THE SERVICES, AND THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES AND AGENTS. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (n IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND (II) CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR CHEMICAL DETERIORATION OF PRODUCT CAUSED BY STAGNANT STORAGE OR NORMAL EVAPORATION. Â 9.INSURANCE. Carrier shall obtain and maintain in full force and: effect during the Term of this Agreement insurance providing the minimum coverage set forth on Exhibit â€œAâ€ attached hereto and made a part hereof. Carrier shall be solely and exclusively liable for any and all costs of such insurance, including premiums, deductibles, retentions, fees, expenses and any and all other such costs. Â 10.TITLE AND RISK OF LOSS; CARGO LIABILITY. Title to Product during provision of the Services shall at all times remain with Customer or Customerâ€™s designee. Carrier shall be deemed to have custody of Product when the Product passes the last truck receipt flange at the Delivery Point until the Product passes the last truck delivery flange out of Carrierâ€™s truck at the Receipt Point.

Notwithstanding anything contained herein to the contrary, Carrier shall be liable for any and all actual loss of or damage to cargo or Product occurring while in the custody of Carrier. Â 11.FORCE MAJEURE. Except for payment due hereunder, either Party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, disruption or breakdown of pipeline, terminal, production or other transportation facilities, delays of pipeline or terminal in receiving and delivering Product tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of force majeure shall not extend the term of this Agreement except to the extent necessary to comply with the provisions of this section. The Party claiming a force majeure situation (the â€œClaiming Partyâ€) shall take commercially reasonable steps to ameliorate the cause of such force majeure event and enable it to resume performance during the term of this Agreement. Notwithstanding anything to the contrary contained in this section, an event of force majeure shall be deemed not to occur under any or all of the following circumstances: (i) to the extent that the inability to perform was caused by the negligence or willful misconduct of the Claiming Party; (ii) to the extent that the inability was caused by the Claiming Party having failed to remedy the condition as a result of having failed to act in a commercially reasonable manner and/or with reasonable dispatch; (iii) to the extent the event constituting force majeure was intentionally initiated or intentionally acquiesced to by the Claiming Party for purposes of allowing that Party to claim force majeure; or (iv) if the inability was caused by a Partyâ€™s lack of funds. Â Page 4 of 10 Â Â 12.CONFIDENTIALITY. Each Party shall keep confidential all Confidential Information that the other Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Such Party shall use such Confidential Information only as necessary to perform this Agreement, and shall not disclose to third parties, duplicate or use in any other manner any part of such Confidential Information without the prior written consent of the other Party, except to the extent that either Party can show that such information: (a) is generally available to and known by the public through no fault of such Party, any of its Affiliates or their respective agents or representatives; or (b) is lawfully acquired by such Party, any of its Affiliates or their respective agents or representatives, from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of their respective Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, including in connection with litigation, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such Party is advised by its counsel in writing is legally required to be disclosed, provided that such Party will use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurances that confidential treatment will be accorded such Confidential Information. Â 13.EVENT OF DEFAULT. A Party shall be in default under this Agreement if any of the following occurs (each such event, an â€œEvent of Defaultâ€) with respect to such Party: Â 13.1 it (a) becomes insolvent or is unable to meet its financial obligations as they come due, (b) files a voluntary petition, or shall have an involuntary petition filed against it, that is not dismissed within sixty (60) days, in bankruptcy, reorganization, insolvency, receivership or other similar proceeding, (c) files an answer admitting any material allegation of insolvency in any petition filed pursuant to any federal or state insolvency law, (d) makes a general assignment for the benefit of its creditors, or (e) applies for, consents to, or suffers the appointment of a receiver or trustee for any part of its property or assets; Â 13.2 it fails to pay any undisputed amount due under this Agreement, and such non-payment continues for ten (10) days after the non-paying Partyâ€™s receipt of written notice from the other Party that payment is past due; or Â 13.3 it is in breach of any of its material representations, material warranties, material covenants, or material obligations under this Agreement, and such breach is not cured (at the defaulting Partyâ€™s sole cost and expense) within thirty (30) days after the defaulting Partyâ€™s receipt of written notice from the non-defaulting Party as to such breach or conduct. Â 14.REMEDIES FOR DEFAULT. In the event of an uncured Event of Default as provided above, the non- defaulting Party may in its sole discretion: Â 14.1 immediately suspend performance under this Agreement until such breach is cured; Â 14.2 terminate this Agreement by providing written notice of termination to the defaulting Party during the continuation of such Event of Default; and Â 14.3 seek whatever other remedies are available to it under Applicable Law, at law or in equity, for damages, specific performance or injunctive relief, including reasonable attorneysâ€™ fees and costs from the defaulting Party. Nothing in this Agreement shall limit or constitute a waiver by the non-defaulting Party of any other rights or remedies available to it under Applicable Law, at law or in equity, all of which are hereby expressly reserved. Â Page 5 of 10 Â Â 14.4 Upon any termination of this Agreement for an Event of Default, neither Party shall have any prospective obligations under this Agreement except as otherwise specifically set forth herein and provided that nothing herein shall relieve any Party from any obligations (including any obligations for breach of contract, payment, indemnity and defense) incurred or accrued prior to such termination, which shall survive in accordance with the survival provisions of this Agreement. Â 15. BINDING ARBITRATION Â 15.1 Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the charges, invoices, tickets, receipt and/or delivery locations, or the construction, validity, interpretation, enforceability or breach of Agreement, or any Rate Sheet made subject hereto, shall be exclusively resolved by binding arbitration upon a Partyâ€™s submission of the dispute to arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made more than two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Â 15.2 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Â 15.3 The arbitration shall be conducted by one (1) arbitrator to be selected by Customer. Either Party may initiate arbitration by serving notice upon the other Party. Â 15.4 The arbitration shall be conducted in accordance with the then-existing Commercial Rules of the American Arbitration Association and shall be held and conducted in or near Dallas, Texas. Â 15.5 Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party. Â 15.6 The arbitrator shall have no authority to award punitive, consequential, special, incidental, or indirect damages. The arbitrator shall not be entitled to issue injunctive or other equitable relief. The arbitrator shall award intertest from the time of the breach to the time of award at the rate equal to the prime rate of interest published in the most recent edition of The Wall Street Journal at the time of any award plus two percent (2%). Â 15.7 The cost of the arbitration proceeding, as applicable (including, without limitation, reasonable attorneysâ€™ fees and costs), shall be borne equally by the Parties. The cost of any proceeding in court to confirm or to vacate any arbitration award shall be borne the Party initiating such action. Each Party shall pay its proportionate share of arbitrator fees and expenses. Each Party shall be responsible and liable for its own attorneysâ€™ fees, expenses, experts and related costs. Â 15.8 It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions hereof by bringing suit in a court of competent jurisdiction situated in Dallas County, Texas. THE PARTIES HEREBY CONSENT, AGREE AND IRREVOCABLY WAIVE ALL OBJECTIONS THAT VENUE FOR ANY FILED DISPUTE HEREUNDER SHALL BE IN A COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. Â 16. MISCELLANEOUS. Â 16.1 Time of the Essence. Time is of the essence with respect to each Partyâ€™s performance of obligations contemplated herein. Â Page 6 of 10 Â Â 16.2 Relationship. In the performance of this Agreement, Carrier shall not be under Customerâ€™s direction or control as to the persons engaged by Carrier to assist in said performance, or as to the means and methods employed by Carrier in accomplishing said performance. All employees, agents or other representatives engaged by Carrier in connection with the performance of this Agreement will be of Carrierâ€™s own selection, for Carrierâ€™s own account and at Carrierâ€™s own expense. The terms of the employee and contractor relationships of Carrier, including compensation, hours, and/or wages shall be under Carrierâ€™s exclusive control and direction at all times. The Parties for all purposes shall be considered independent contractors and fully and exclusively liable for the payment of any and all taxes now or hereafter imposed by any governmental authority which are measured by wages, salaries, commissions or otherwise paid to persons in its employ. No Party to this Agreement shall be deemed, for any purpose, to have formed a joint venture, partnership, or any relationship other than that of independent contractors. Â 16.3 Taxes. Customer shall pay or cause to be paid all taxes, licenses, fees, charges and sums due of any nature whatsoever â€¯imposed by any federal, state or local government on Product owned by it, including those imposed on Customerâ€™s storage, transfer or movement of Product as covered by this Agreement. If Carrier is required to pay such items, Customer covenants and agrees to indemnify and reimburse Carrier by written invoice pursuant to sectionÂ 5 hereof. Â 16.4 Assignment. Each Party covenants and agrees that it shall not assign this Agreement in whole or in part, without prior written consent of the other Party hereto, which shall not be unreasonably denied or delayed. Any assignment, transfer, mortgage or sublease of this Agreement, without the prior written consent of the other Party, shall be null, void and of no effect. Notwithstanding the foregoing, Carrier is hereby permitted to subcontract all or a portion of the Services to third parties during the Term without the prior written consent of Customer. Â 16.5 Encumbrances. Carrier covenants and agrees to immediately discharge, indemnify and hold harmless Customer from and against any third-party lien or encumbrance upon Customerâ€™s property resulting from or attributable o actions and/or omissions by Carrier Group. Â 16.6 Entire Agreement. This Agreement, together with any Rate Sheets made subject hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement shall be binding on the other Party unless in writing and signed by both Parties. Customerâ€™s invoicing terms and/or general terms shall not be applicable to this Agreement, or any Rate Sheet made subject hereto. In the event of a conflict between this typewritten document and a Rate Sheet, this document shall prevail and control. Â 16.7 Counterparts. This Agreement, and any amendments and modifications hereto, may be executed and delivered in multiple counterparts, including multiple signature pages, each of which shall be deemed an original. For purposes of this Agreement, â€œwritingâ€ includes electronic, facsimile and postal communication. Â 16.8 Waiver. No waiver by any Party of any one or more defaults of the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character. Â 16.9 Severability. Any provision declared or rendered unlawful by a court or governmental agency of competent jurisdiction or deemed unlawful as a result of a statutory change, shall not otherwise affect the remaining lawful obligations that arise under this Agreement. Â 16.10 Currency. All sums, amounts, payments and monies due, payable, or contemplated hereunder shall be made and tendered in the lawful currency of the United States of America. Â 16.11 Law. This Agreement shall be governed by, construed and performed pursuant to the laws of the State of Texas, without regard to its rules and principles regarding conflicts of law. Â Page 7 of 10 Â Â IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date. Â CARRIER: Â CUSTOMER: Â Â Â ENDEAVOR CRUDE, LLC f/k/a MERIDIAN TRANSPORT,Â LLC, a Texas limited liability company Â WHITE CLAW CRUDE, LLC, a Texas limited liability company Â Â Â By: /s/ James H Ballengee Â By: /s/ Mary Kilpatrick Name: James H Ballengee Â Name: Mary Kilpatrick Title: Manager Â Title: Manager Â Page 8 of 10 Â Â EXHIBIT â€œAâ€ INSURANCE REQUIREMENTS Â Carrier shall obtain and maintain in full force and effect during the Term of this Agreement and require its contractors and subcontractors to maintain, as applicable, insurance coverages of the following types and amounts and with insurance companies rated not less than A-, IX by A.M. Best, and to furnish to Customer certificates of insurance evidencing the same upon request: Â (a) Workerâ€™s Compensation or equivalent insurance in compliance with any and all applicable laws, and Employerâ€™s Liability insurance with limits not less than $1,000,000.00 Bodily Injury by Accident-each Accident, $1,000,000.00 Bodily Injury by Disease-Policy Limit, and $1,000,000.00 Bodily Injury by Disease-Each Employee; Â (b) Commercial General Liability Insurance on an occurrence form with a combined single limit of not less than $1,000,000.00 for each occurrence, and annual aggregates of not less than $2,000,000.00 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and sudden and accidental pollution, with no exclusions for explosion, collapse, and underground coverage, and which shall be primary to Operatorâ€™s insurance; Â (c) Commercial Automobile Liability Insurance complying with any and all applicable laws with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage to inc1ude coverage for all owned, non-owned, and hired vehicles, and with an MCS-90 endorsement; Â (d) Excess or Umbrella Liability Insurance with a combined single limit of $5,000,000.00 for each occurrence, and annual aggregates of $5,000,000.00, for bodily injury and property damage covering excess of the required employerâ€™s liability insurance, commercial general liability insurance, automobile liability insurance, and sudden and accidental pollution legal liability covering injury to persons or damage to property resulting from any release, flow, leak or discharge of Product into the ambient air, surface water, groundwater, land surface or subsurface strata including coverage for clean-up and remediation expenses that is not subject to sub-limits; and Â (e) Motor Trucking Cargo Liability insurance with a single limit of $50,000.00 per load. Â To the extent permissible by Applicable Law, (i) all insurance policies of Carrier shall waive subrogation in favor of Customer, and (ii) Customer shall be named as an additional insured as to the policies set forth above, save and except for Workers Compensation. For purposes of this Agreement, the individual coverage types and levels set forth above may be added to determine compliance with the aggregate limits set forth above. Carrier shall provide Customer thirty (1) days advance written notice of a change in its insurance coverages or limits as set forth above. Â Page 9 of 10 Â Â EXHIBIT â€œBâ€ MINIMUM VOLUME COMMITMENT Â JANUARY 1, 2023 TO JUNE 30, 2023 75,000 BARRELS PER DAY JULY 1, 2023 TO DECEMBER 31, 2033 100,000 BARRELS PER DAY Â Page 10 of 10 EX-10.49 17 vivakor_ex10-49.htm EXHIBIT 10.49 Â Exhibit 10.49 Â STATION THROUGHPUT AGREEMENT Â This STATION THROUGHPUT AGREEMENT (this â€œAgreementâ€) dated effective JulyÂ 1, 2023 (the â€œEffective Dateâ€) is by and between CPE Midcon Gathering, LLC, a Delaware limited liability company, (â€œOperatorsâ€), and WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œShipperâ€). Operator and Shipper may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WHEREAS, Operators severally operate the crude oil, natural gas liquids, condensate, and liquid hydrocarbon truck receipt, processing, blending, throughput and delivery stations and/or terminals set forth on Exhibit â€œBâ€ attached hereto and made a part hereof for all purposes (the â€œTerminalsâ€); Â WHEREAS, Operators and Shipper desire to enter into this Agreement to allow Shipper the ability to ship volumes of crude oil and other liquid hydrocarbons through the Terminals; Â NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual agreements, covenants and undertakings contained herein, the Parties do hereby agree as follows: Â 1. DEFINITIONS. As used in this Agreement: Â â€œAgreementâ€ has the meaning set forth in the Preamble. Â â€œAffiliate(s)â€ means, in relation to a Party, any entity that: (a) directly or indirectly controls such Party, (b) is directly or indirectly controlled by such Party, and/or (c) is directly or indirectly under common control with such Party. For purposes of this definition, â€œcontrolâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity. Â â€œAPIâ€ means the American Petroleum Institute. Â â€œApplicable Lawâ€ means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a governmental authority having competent jurisdiction, in each case in effect on and as interpreted on the Effective Date and during the Term. Â â€œBarrelâ€ or â€œBarrelsâ€ means forty-two (42) U.S. gallons temperature-corrected to sixty (60) degrees Fahrenheit. Â â€œOperatorsâ€ has the meaning set forth in the Preamble. Â â€œOperator Groupâ€ means Operators, their Affiliates, and their officers, directors, employees, agents, representatives, contractors, consultants, and invitees. Â â€œCERCLAâ€ means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Â§ 9601 et seq., as amended from time to time. Â â€œClaiming Partyâ€ has the meaning set forth in sectionÂ 15, below. Â â€œConfidential Informationâ€ means all information, Shipper lists, prices, instructions, procedures, standards, contract rates and specifications which one Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Confidential Information includes all third-party rate sheets disclosed to Shipper by Operator for purposes of calculating the Rates or operating expenses. Â Page 1 of 14 Â Â â€œShipperâ€ has the meaning set forth in the Preamble. Â â€œShipper Groupâ€ means Shipper, its Affiliates, its or their officers, employees, agents, representatives, contractors, consultants, or invitees. Â â€œEvent of Defaultâ€ has the meaning set forth in sectionÂ 17, below. Â â€œHazardous Substance(s)â€ means (i) those substances, elements, waste, pollutants or contaminants defined or referred to in SectionÂ 101(14) of CERCLA, and (ii) all elements, compounds, waste, pollutants or contaminants defined or referred to in any applicable Environmental Law. For purposes of this Agreement, â€œEnvironmental Lawâ€ means any Applicable Law of any governmental authority relating to the protection of the environment or public health and safety, including any Applicable Law pertaining to any of the following: (i) the treatment, storage, disposal, generation and transportation of any Hazardous Substances, (ii) air, water and noise pollution, (iii) groundwater and soil contamination, (iv) the release or threatened release into the environment of toxic or Hazardous Substances, including emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals, (v) the protection of wild life, marine sanctuaries and wetlands, including all endangered and threatened species, (vi) storage tanks, vessels and containers containing Hazardous Substances; (vii) underground or other storage tanks or vessels, abandoned, disposed or discarded barrels, containers or other disposed receptacles that contain or contained Hazardous Substances; and (viii) manufacturing, processing, use distribution, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, or toxic Hazardous Substances. As used herein, the terms â€œreleaseâ€ and â€œenvironmentâ€ have the meanings set forth in CERCLA. Â â€œLossâ€ or â€œLossesâ€ means any and all damages, claims, demands, liabilities, suits, fines, fees,

penalties, or actions, including all reasonable expenses and attorneysâ€™ fees incurred by or imposed on a Party in connection therewith. Â â€œMinimum Volume Commitmentâ€ or â€œMVCâ€ means 200,000 Barrels of Product per month. Â â€œPartiesâ€ or â€œPartyâ€ has the meaning set forth in the Preamble. Â â€œProduct(s)â€ means crude oil, condensate, natural gas liquids, and constituent liquid hydrocarbons. Â â€œRate(s)â€ have the corresponding meaning set forth on Exhibit â€œCâ€ attached hereto and made a part hereof for all purposes. Â â€œServicesâ€ shall mean any and all labor, services, and/or goods, inventory, materials, equipment and other personal property, as applicable, and shall, if applicable, include any equipment, appurtenances, crew and personnel, provided or agreed to be provided by Operators for the efficient operation of the Terminals, and shall include without limitation Operatorsâ€™ receipt, processing, blending, throughput and injection of the Product, as defined in this Agreement, on behalf of Shipper. Â â€œTermâ€ has the meaning set forth in sectionÂ 8. Â â€œTerminalsâ€ has the meaning set forth in the Preamble. Â 2. SERVICES AND THROUGHPUT. Operators agree, subject to Applicable Law and the terms and provisions of this Agreement, to provide trucking receipt, storage, and pipeline injection services at the Terminals. Operators agree to receive Product when tendered at the Terminals subject to Applicable Law and the other terms and provisions of this Agreement. Operators shall manage, control, operate, repair and maintain the Terminals, in good working order, at the sole cost and expense of Shipper. The Terminals shall be operational and capable of receiving Product at all times, on a â€œ24/7â€ basis, during the Term. Operators shall comply with all Applicable Law. Shipperâ€™s use of the Terminals shall be non-exclusive, and volumes shall be blended into the common stream with third-party volumes. Â 3. THROUGHPUT RATES AND MINIMUM VOLUMES. Shipper covenants and agrees that, for each calendar month during the Term, it shall pay to Operators an amount equal to the greater of (a) the actual volume of Product received at the Terminals, collectively, multiplied by the applicable Rate, or (b) the Minimum Volume Commitment multiplied by the applicable Rate. Should Shipper fail to deliver to the Terminals, collectively, a volume equal to or greater than the applicable Minimum Volume Commitment during a given calendar month in the Term and such failure was not due to action or inaction by Operators, Shipper shall pay to Operators the Minimum Volume Commitment multiplied by the Rates. For purposes of calculating such monthly throughput fees, volume shall be calculated as the summation of all net barrels of Product received by Operators from Shipper at the Terminalsâ€™ truck receipt meters in a calendar month. Barrels returned to tank trucks at the Terminals are deemed by the Parties as barrels not transloaded through the Terminals or subject to the Rates. Â 4. RECEIPTS AND DELIVERIES. Shipper shall provide Operators with written notice of the volumes, if any, it intends to ship and deliver to the Terminal no later than the twentieth (20th) day of the month preceding the month in which such quantities will actually be delivered to the Terminal. Operators shall advise Shipper no later than five (5) days after its receipt of such nominations of its acceptance or modification thereof, including a preliminary schedule for pumping and delivery at the Terminal, provided, however, that Operators may not modify any nomination of Shipper other than as required by Applicable Law, the other provisions of this Agreement, or due to the physical limitations of the Terminal or equipment ancillary thereto. Shipper and Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors, may access the Terminal during regular operating hours upon reasonable advance notice. As a condition to being granted access to the Terminal, Shipperâ€™s third-party agents, representatives, carriers, contractors and subcontractors seeking access to the Terminal shall obey Operatorsâ€™ rules and regulations at the Terminal. Â 5. TESTING AND MEASUREMENT. Operators shall cause the Terminal to be capable of measuring the volume of Product delivered by Shipper and provide Shipper with reasonable documentation associated with determining the volume of Product delivered. All measurement & sampling equipment activities, procedures, and calculations shall be performed in conformance with the most current international measurement, sampling and analysis standards (API Manual of Petroleum Measurement Standards (MPMS), the Energy Institute Hydrocarbon Management Committee (HM), ISO, NIST and ASTM). Operators shall operate and maintain calibrated, custody transfer-grade meters and certified auto in-line sampler(s) at the Terminal to measure the volume and quality of Product delivered by Shipper hereunder. Operators shall test and prove meters no less than on a quarterly basis. Shipper or its representative shall have the right to witness measurements of the Product, including meter proving, testing, calibrations, gauging, sampling, and verify measurement process system; provided, however, that reasonable advance notification is made by Shipper to Operators. All measurements of Product received by Operators from Shipper shall be made by and at the Terminalâ€™s truck receipt meters/auto in-line samplers. All custody transfer documents, including meter tickets generated by Operators shall show the net standard volume (NSV) and such necessary values and calculations for deriving that figure, including opening and closing indicated volumes, meter factor(s), observed API gravity, observed temperature, gross standard volume (GSV), deduction of free water, BS&W percentage, temperature and pressure correction factors. All tickets shall be produced and retained electronically. Operators will endeavor to provide copies of all ticket information and data to Shipper within forty-eight (48) hours upon completion of delivery or re-delivery, as the case may be; and in any case no later than two (2) business days. Operators will provide Shipper with inventory accounting reports monthly. Monthly reports shall indicate Shipperâ€™s beginning inventory, receipts, deliveries, ending inventory, and gains and losses. Operators will provide Shipper with daily inventory reports, when requested by Shipper. Â 5.1 Custody transfer meters utilized by Operators at the Terminal shall be capable of measuring volumes of Product and shall be adjusted to a temperature of sixty (60) degrees Fahrenheit and a pressure of one standard atmosphere (14.696 PSIA) in accordance with the latest revision of API MPMS Chapter 11 Table 6A both (a) in connection with unloading crude oil from tanker trucks, and (b) in connection with the transmission of crude oil into pipelines. If Shipper believes that any custody transfer meter used to measure the volume of crude oil received, stored or delivered hereunder is inaccurate, Shipper may request that Operators have such meter tested by a third party authorized to certify the accuracy of such meters. If such meters are out of compliance with API standards, then (i) such meters shall be brought into compliance with API standards, (ii) the cost of testing and bringing such meters into compliance shall be borne by Operators, and (ii) Operators shall make an adjustment on the immediately following invoice correcting for the measurement of crude oil transloaded hereunder from the time such meter became inaccurate, or if such date is unknown, from the date that is halfway between the date such meter is restored to compliance with API standards and the date of its last certification or the Effective Date hereof, whichever is later. Â 6. SCHEDULING MAINTENANCE. Operators shall promptly notify Shipper of any scheduled maintenance of the Terminal. Operators shall consult with Shipper when planning scheduled maintenance to avoid disruption of the Services during the Term. The obligation to pay the Rates set forth in sectionÂ 9 shall be abated, on an hourly basis rounded to the nearest hour, for any period of time during which the Terminal is unavailable for use during the Term due to maintenance or repair, whether scheduled or not. Â 7. LOSS ALLOWANCE. Operators will be responsible for any normal handling losses in excess of one quarter of one percent (0.25%) of all Product received into the Terminal, the basis being the difference between truck receipt meter tickets NSV figures and Terminal pipeline meter ticket NSV figures. Losses and/or gains shall be calculated, valued and reported on a monthly basis, and summation reported on a calendar year basis. Settlements for losses and gains will be made promptly after the end of each calendar year or as of the termination of this Agreement, whichever occurs first. Operators, at their option, shall either replace or pay for all normal handling Product losses or gains in excess of the Loss Allowance. The price per barrel of such Product shall be the NYMEX CMA daily average settle quoted price for â€œLight Sweet Crude Oilâ€ (excluding weekends and US holidays). For purposes of clarity, the price calculation will be based on the NYMEX prices for the month in which the losses and/or gains occurred. Â 8. TERM. This Agreement shall remain in force and effect from the Effective Date until 11:59 p.m. Dallas, Texas time on DecemberÂ 31, 2033 (the â€œTermâ€). Â 9. PAYMENT AND INVOICING. Shipper shall timely tender and pay to Operators the Rates and all operating, selling, general and administrative expenses relating to the operation of the Terminals. Operators shall invoice Shipper monthly. All invoiced amounts shall be due and payable by Shipper to Operators by the twentieth (20th) day of the month following the month in which the Services were performed, provided, however that if such day falls on a Saturday, Sunday or banking holiday, then payment shall be due on the nearest regular business day. Shipper may dispute amounts on Operatorsâ€™ invoice within ten (10) business days of receipt thereof, and the Parties shall work in good faith to timely resolve any such disputes. Shipper shall have the right, at its sole cost and expense and upon commercially reasonable advance notice to Operators, to obtain electronic or physical copies of all substantiating documents incident to the Rates and the Services, including truck tickets, for a period of two (2) calendar years after any such Services were performed. Â 10. REPRESENTATIONS AND WARRANTIES. Operators have all requisite power and authority to execute and deliver this Agreement and to perform the obligations contemplated herein. Operatorsâ€™ employees, agents and representatives shall be appropriately trained. All Services shall be performed in a good and workmanlike manner, in accordance with applicable industry standards. Operators and their agents and representatives shall comply with Applicable Law at locations where the Services are being performed. Operators shall only provide employees, agents and representatives who are knowledgeable and experienced in the safe methods of handling, loading, transloading, carriage, and storage of the Product and who have been appropriately trained and/or certified in accordance with Applicable Law in the use of all equipment necessary for completion of the Services and in the performance of any Services. Operators further warrant that Services performed pursuant to this Agreement that are subject to Applicable Law shall be performed in accordance therewith (including, without limitation, any and all obligations to provide appropriately trained personnel, to register with proper authorities, to label and to classify Hazardous Substances, to label vehicles, and to maintain emergency response information). Operators shall comply with all rules and regulations promulgated by terminal facilities with respect to loading, transporting, and delivering Product on behalf of Shipper. Operatorsâ€™ employees and all others acting at its instance or direction shall be fully aware and knowledgeable of Applicable Law at all times during the Term of this Agreement, and further Operators shall employ employees who have been and/or engage contractors that have represented their employees have been appropriately instructed in the characteristics and safe handling methods associated with the Products to be loaded and transported for Shipper. Â 11. HEALTH, SAFETY & ENVIRONMENTAL. Â 11.1 In performance of the Services, Operators shall: Â (a) Develop and maintain an HSE management program with a systematic approach designed to assure compliance with Applicable Law and prevent, manage and remediate HSE events, such as spills and releases of Hazardous Substances; Â (b) Have HSE policies, handbooks, or similar materials reasonably assured to be understood by all of Operatorsâ€™ agents, employees and representatives, and ensure such agents, employees and representatives comply with such policies, handbooks or similar materials; Â (c) Ensure that Operatorsâ€™ personnel are competent, appropriately trained and experienced in their field of activity; Â (d) Obtain, maintain, renew and/or replace all licenses, permits, approvals, exemptions, clearances, certificates, authorizations and consents required by Applicable law to perform the Services; and Â (e) Promptly notify Shipper of any changes in Applicable Law affecting HSE responsibilities of the Parties in their performance of this Agreement. Â 11.2 Operators or its Affiliates shall handle Product and conduct operations in accordance with applicable, generally accepted industry standards and recognized safety best practices, and any specific requirements set forth in safety data sheets, without limitation. Â 11.3 Operators shall maintain and enforce a comprehensive drug and alcohol policy and associated practices that support Shipperâ€™s objective to ensure that Operatorsâ€™ personnel performing work related to Shipperâ€™s Product do not create an unreasonable hazard to persons, property or the environment through the presence of illegal or improperly used drugs or alcohol in the workplace. Â 11.4 Operators shall investigate and promptly report all incidents to Shipper as required by Applicable Law, and cooperate with Shipper in the investigation of all safety and environmental incidents, spills, releases, damage to property, bodily injuries and/or death to persons which arise on Terminal premises, including those involving Shipperâ€™s Product. Â 11.5 During the Term of this Agreement, Operators agree to notify Shipper as soon as reasonably practical, but in no event later than twenty-four (24) hours of the occurrence of any accident, incident or violation (i) involving worker-related bodily injury or death, (ii) which directly involves reportable quantity, as determined by Applicable Law, of Shipperâ€™s Product or creates a sheen on water or surfaces, or (iii) is otherwise required to be reported pursuant to Applicable Law. Both Parties agree to provide reasonable assistance in reviewing the circumstances of the accident, incident or violation. Notifications to Shipper regarding HSE incidents should be sent to safety contact listed herein. Qualifying events may include but are not limited to: Â (a) Incidents that result in a fatality; Â (b) Incidents that result in two or more workers being injured; illness requiring hospitalization or transportation via ambulance to an emergency room; or a serious individual injury requiring admission to a hospital of an employee, contractor or the public; Â (c) Any spill or release; Â (d) Any spill or release affecting environmentally sensitive areas such as national parks, wildlife habitats and refuges, tribal land, etc.; any waterway; or to public land or property; Â (e) Any spill or release which causes closure, stoppage or rerouting of traffic on a public road or waterway; Â (f) Multiple complaints (more than one individual) of acute illness, of any person, allegedly caused by exposure to the Product; Â (g) Evacuation beyond the Terminal of employees or contractors allegedly caused by exposure to the Product, excluding false alarms and evacuations to a location within the Terminal; Â (h) Evacuation or sheltering-in-place of the public due to an incident allegedly caused by exposure to the Product; Â (i) Incidents attracting media or governmental attention; Â (j) Contamination of the Product at the Terminal; and Â (k) Unscheduled business interruption in excess of four (4) hours. Â 11.6 In the event of any release of Hazardous Substances, or any leak or discharge or any other environmental pollution caused or witnessed by Operators or in connection with the Services, Operators shall commence containment or clean-up operations as reasonably deemed appropriate or necessary by Operators or required by any governmental authorities and shall promptly notify or arrange to promptly notify Shipper of any such release, leak or discharge and of any such operations that are reportable to governmental authorities pursuant to Applicable Law, without affecting any obligations of Shipper under sectionÂ 9 hereof. Â 12. INDEMNIFICATION. OPERATORS SHALL SEVERALLY INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM LOSSES TO THE EXTENT ARISING OUT OF OR CONNECTED WITH A FAILURE BY OPERATORS OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, OR INVITEES TO COMPLY WITH ANY APPLICABLE LAW. Â OPERATORS (SEVERALLY, FOR THEMSELVES AND THEIR CONTRACTORS, EMPLOYEES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS) SHALL INDEMNIFY AND HOLD HARMLESS SHIPPER GROUP FROM AND AGAINST ANY AND ALL LOSSES FOR ANY SUCH LOSS, DAMAGE,Â INJURY,Â DEATH, ORÂ OTHERÂ CASUALTY, INCLUDINGÂ BUT NOTÂ LIMITED TO ENVIRONMENTAL DAMAGES AND COSTS OF REMEDIATION, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OPERATORSâ€™ BREACH OF THIS AGREEMENT, THE SERVICES, AND THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATORS, THEIR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES AND AGENTS. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND (II) OPERATORS SHALL NOT BE LIABLE TO SHIPPER FOR CHEMICAL DETERIORATION OF PRODUCT CAUSED BY STAGNANT STORAGE OR NORMAL EVAPORATION. Â NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (I) ALL OBLIGATIONS AND LIABILITIES OF OPERATORS CONTAINED HEREIN WITH RESPECT TO THE TERMINALS SHALL BE SEVERAL AND NOT JOINT AS TO EACH INDIVIDUAL TERMINAL OWNED BY EACH INDIVIDUAL OPERATOR, (II) NOTHING HEREIN SHALL BE CONSTRUED TO IMPOSE JOINT LIABILITY ON ANY OPERATOR FOR ANY REASON, AND (III) SHIPPER HEREBY WAIVES, RELEASES AND RELINQUISHES ALL RIGHT TO CLAIM JOINT LIABILITY ON THE PART OF OPERATOR GROUP WITH RESPECT TO ANY OBLIGATION OR LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TERMINALS. Â 13. INSURANCE. Operators shall obtain and maintain in full force and effect during the Term of this Agreement insurance providing the minimum coverage set forth on Exhibit â€œAâ€ attached hereto and made a part hereof. Operators shall be solely and exclusively liable for any and all costs of such insurance, including premiums, deductibles, retentions, fees, expenses and any and all other such costs. Â 14. TITLE AND RISK OF LOSS; CARGO LIABILITY. Title to Product during provision of the Services shall at all times remain with Shipper or Shipperâ€™s designee. Operators shall be deemed to have custody of Product when the Product passes the last truck receipt flange at one of the Terminals until the Product passes the last truck or pipeline delivery flange out of a Terminal. Notwithstanding anything contained herein to the contrary, Operators shall be liable for any and all actual loss of or damage to cargo or Product occurring while in the custody of Operators. Â 15. FORCE MAJEURE. Except for payment due hereunder, either Party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, disruption or breakdown of pipeline, terminal, production or other transportation facilities, delays of pipeline or terminal in receiving and delivering Product tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of force majeure shall not extend the term of this Agreement except to the extent necessary to comply with the provisions of this section. The Party claiming a force majeure situation (the â€œClaiming Partyâ€) shall take commercially reasonable steps to ameliorate the cause of such force majeure event and enable it to resume performance during the term of this Agreement. Notwithstanding anything to the contrary contained in this section, an event of force majeure shall be deemed not to occur under any or all of the following circumstances: (i) to the extent that the inability to perform was caused by the negligence or willful misconduct of the Claiming Party; (ii) to the extent that the inability was caused by the Claiming Party having failed to remedy the condition as a result of having failed to act in a commercially reasonable manner and/or with reasonable dispatch; (iii) to the extent the event constituting force majeure was intentionally initiated or intentionally acquiesced to by the Claiming Party for purposes of allowing that Party to claim force majeure; or (iv) if the inability was caused by a Partyâ€™s lack of funds. Â 16. CONFIDENTIALITY. Each

Party shall keep confidential all Confidential Information that the other Party has disclosed or may hereafter disclose directly or indirectly to it as a result of or in the course of performance of this Agreement. Such Party shall use such Confidential Information only as necessary to perform this Agreement, and shall not disclose to third parties, duplicate or use in any other manner any part of such Confidential Information without the prior written consent of the other Party, except to the extent that either Party can show that such information: (a) is generally available to and known by the public through no fault of such Party, any of its Affiliates or their respective agents or representatives; or (b) is lawfully acquired by such Party, any of its Affiliates or their respective agents or representatives, from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of their respective Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, including in connection with litigation, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such Party is advised by its counsel in writing is legally required to be disclosed, provided that such Party will use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurances that confidential treatment will be accorded such Confidential Information. Â 17. EVENTS OF DEFAULT. A Party shall be in default under this Agreement if any of the following occurs (each such event, an â€œEvent of Defaultâ€) with respect to such Party: Â 17.1 it (a) becomes insolvent or is unable to meet its financial obligations as they come due, (b) files a voluntary petition, or shall have an involuntary petition filed against it, that is not dismissed within sixty (60) days, in bankruptcy, reorganization, insolvency, receivership or other similar proceeding, (c) files an answer admitting any material allegation of insolvency in any petition filed pursuant to any federal or state insolvency law, (d) makes a general assignment for the benefit of its creditors, or (e) applies for, consents to, or suffers the appointment of a receiver or trustee for any part of its property or assets; Â 17.2 it fails to pay any undisputed amount due under this Agreement, and such non-payment continues for ten (10) days after the non-paying Partyâ€™s receipt of written notice from the other Party that payment is past due; or Â 17.3 it is in breach of any of its material representations, material warranties, material covenants, or material obligations under this Agreement, and such breach is not cured (at the defaulting Partyâ€™s sole cost and expense) within thirty (30) days after the defaulting Partyâ€™s receipt of written notice from the non-defaulting Party as to such breach or conduct. Â 18. REMEDIES FOR DEFAULT. In the event of an uncured Event of Default as provided above, the nondefaulting Party may in its sole discretion: Â 18.1 immediately suspend performance under this Agreement until such breach is cured; Â 18.2 terminate this Agreement by providing written notice of termination to the defaulting Party during the continuation of such Event of Default; and Â 18.3 seek whatever other remedies are available to it under Applicable Law, at law or in equity, for damages, specific performance or injunctive relief, including reasonable attorneysâ€™ fees and costs from the defaulting Party. Nothing in this Agreement shall limit or constitute a waiver by the non- defaulting Party of any other rights or remedies available to it under Applicable Law, at law or in equity, all of which are hereby expressly reserved. Â 18.4 Upon any termination of this Agreement for an Event of Default, neither Party shall have any prospective obligations under this Agreement except as otherwise specifically set forth herein and provided that nothing herein shall relieve any Party from any obligations (including any obligations for breach of contract, payment, indemnity and defense) incurred or accrued prior to such termination, which shall survive in accordance with the survival provisions of this Agreement. Â Page 8 of 14 Â Â 19. BINDING ARBITRATION Â 19.1 Any dispute, controversy or claim arising out of or relating in any way to this Agreement, including without limitation any dispute concerning the charges, invoices, tickets, receipt and/or delivery locations, or the construction, validity, interpretation, enforceability or breach of Agreement, or any amendments hereto, shall be exclusively resolved by binding arbitration upon a Partyâ€™s submission of the dispute to arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made more than two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Â 19.2 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. Â 19.3 The arbitration shall be conducted by one (1) arbitrator to be selected by Shipper. Either Party may initiate arbitration by serving notice upon the other Party. Â 19.4 The arbitration shall be conducted in accordance with the then-existing Commercial Rules of the American Arbitration Association and shall be held and conducted in or near Dallas, Texas. Â 19.5 Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party. Â 19.6 The arbitrator shall have no authority to award punitive, consequential, special, incidental or indirect damages. The arbitrator shall not be entitled to issue injunctive or other equitable relief. The arbitrator shall award interest from the time of the breach to the time of award at the rate equal to the prime rate of interest published in the most recent edition of The Wall Street Journal at the time of any award plus two percent (2%). Â 19.7 The cost of the arbitration proceeding, as applicable (including, without limitation, reasonable attorneysâ€™ fees and costs), shall be borne equally by the Parties. The cost of any proceeding in court to confirm or to vacate any arbitration award shall be borne the Party initiating such action. Each Party shall pay its proportionate share of arbitrator fees and expenses. Each Party shall be responsible and liable for its own attorneysâ€™ fees, expenses, experts and related costs. Â 19.8 It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions hereof by bringing suit in a court of competent jurisdiction situated in Dallas County, Texas. THE PARTIES HEREBY CONSENT, AGREE AND WAIVE ALL OBJECTIONS THAT VENUE FOR ANY FILED DISPUTE HEREUNDER SHALL BE IN A COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. Â 20. MISCELLANEOUS. Â 20.1 Time of the Essence. Time is of the essence with respect to each Partyâ€™s performance of obligations contemplated herein. Â 20.2 Relationship. In the performance of this Agreement, Operators shall not be under Shipperâ€™s direction or control as to the persons engaged by Operators to assist in said performance, or as to the means and methods employed by Operators in accomplishing said performance. All employees, agents or other representatives engaged by Operators in connection with the performance of this Agreement will be of Operatorsâ€™ own selection, for Operatorsâ€™ own account and at Operatorsâ€™ own expense. The terms of the employee and contractor relationships of Operators, including compensation, hours, and/or wages shall be under Operatorsâ€™ exclusive control and direction at all times. The Parties for all purposes shall be considered independent contractors and fully and exclusively liable for the payment of any and all taxes now or hereafter imposed by any governmental authority which are measured by wages, salaries, commissions or otherwise paid to persons in its employ. No Party to this Agreement shall be deemed, for any purpose, to have formed a joint venture, partnership, or any relationship other than that of independent contractors. Â Page 9 of 14 Â Â 20.3 Taxes. Shipper shall pay or cause to be paid all taxes, licenses, fees, charges and sums due of any nature whatsoever imposed by any federal, state or local government on Product owned by it, including those imposed on Shipperâ€™s storage, transfer or movement of Product as covered by this Agreement. If Operators are required to pay such items, Shipper covenants and agrees to indemnify and reimburse Operators by written invoice pursuant to sectionÂ 9 hereof. Â 20.4 Assignment. Each Party covenants and agrees that it shall not assign this Agreement in whole or in part, without prior written consent of the other Party hereto, which shall not be unreasonably denied or delayed. Any assignment, transfer, mortgage or sublease of this Agreement, without the prior written consent of the other Party, shall be null, void and of no effect. Â 20.5 Encumbrances. Operators covenant and agree to immediately discharge, indemnify and hold harmless Shipper from and against any third party lien or encumbrance upon Shipperâ€™s property resulting from or attributable to actions and/or omissions by Operator Group. Â 20.6 Entire Agreement. This Agreement constitutes the entire and complete agreement of the Parties with respect to the subject matter contemplated herein. No amendments or modifications of any of the terms or provisions of this Agreement shall be binding on the other Party unless in writing and signed by both Parties. Â 20.7 Counterparts. This Agreement, and any amendments and modifications hereto, may be executed and delivered in multiple counterparts, including multiple signature pages, each of which shall be deemed an original. For purposes of this Agreement, â€œwritingâ€ includes electronic, facsimile and postal communication. Â 20.8 Waiver. No waiver by any Party of any one or more defaults of the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character. Â 20.9 Severability. Any provision declared or rendered unlawful by a court or governmental agency of competent jurisdiction, or deemed unlawful as a result of a statutory change, shall not otherwise affect the remaining lawful obligations that arise under this Agreement. Â 20.10 Currency. All sums, amounts, payments and monies due, payable, or contemplated hereunder shall be made and tendered in the lawful currency of the United States of America. Â 20.11 Law. This Agreement shall be governed by, construed and performed pursuant to the laws of the State of Texas, without regard to its rules and principles regarding conflicts of law. Â Page 10 of 14 Â Â IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date. Â OPERATORS: Â Â Â CPE Midcon Gathering, LLC, Â a Delaware limited liability company Â Â Â By: Jorgan Development, LLC, a Louisiana limited liability company, its Manager Â Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â SHIPPER: Â Â Â WHITE CLAW CRUDE, LLC, Â a Texas limited liability company Â Â Â Â By: /s/ Mary Kilpatrick Â Name: Mary Kilpatrick Â Title: Manager Â Â Page 11 of 14 Â Â EXHIBIT â€œAâ€ INSURANCE REQUIREMENTS Â Operators shall obtain and maintain in full force and effect during the Term of this Agreement and require its contractors and subcontractors to maintain, as applicable, insurance coverages of the following types and amounts and with insurance companies rated not less than Aâ€“, IX by A.M. Best, and to furnish to Shipper certificates of insurance evidencing the same upon request: Â (a) Workerâ€™s Compensation or equivalent insurance in compliance with any and all applicable laws, and Employerâ€™s Liability insurance with limits not less than $1,000,000.00 Bodily Injury by Accidentâ€”each Accident, $1,000,000.00 Bodily Injury by Diseaseâ€”Policy Limit, and $1,000,000.00 Bodily Injury by Diseaseâ€”Each Employee; Â (b) Commercial General Liability Insurance on an occurrence form with a combined single limit of not less than $1,000,000.00 for each occurrence, and annual aggregates of not less than $2,000,000.00 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and sudden and accidental pollution, with no exclusions for explosion, collapse, and underground coverage, and which shall be primary to Operatorsâ€™ insurance; and Â (c) Excess or Umbrella Liability Insurance with a combined single limit of $5,000,000.00 for each occurrence, and annual aggregates of $5,000,000.00, for bodily injury and property damage covering excess of the required employerâ€™s liability insurance, commercial general liability insurance, automobile liability insurance, and sudden and accidental pollution legal liability covering injury to persons or damage to property resulting from any release, flow, leak or discharge of Product into the ambient air, surface water, groundwater, land surface or subsurface strata including coverage for clean-up and remediation expenses that is not subject to sub-limits. Â To the extent of Operatorsâ€™ indemnification obligation of Shipper herein: (a) Operatorsâ€™ coverages listed above are to be primary insurance to any coverages Shipper carries for its own account; (b) the above-listed coverages, with the exception of Workersâ€™ Compensation, shall be endorsed to name Shipper as an additional insured; and (c) Operatorsâ€™ insurance policies shall provide a waiver of subrogation in favor of Shipper. The limits of liability shown for each type of insurance coverage to be provided shall not be deemed to constitute a limitation of Operatorsâ€™ liability for claims hereunder. The insurance companies shall have no recourse against Shipper, its Affiliates, or subsidiary companies for payment of any premiums or for assessments under any mutual form of policy. Upon request by Shipper, Operators shall provide a certificate of insurance or other form reasonably acceptable to Shipper evidencing that these coverages are in place and provide Shipper thirty (30) days advance notice of cancellation of the above listed coverages. Neither review nor failure to review such evidence of coverages shall constitute approval thereof or be deemed to waive or diminish Shipperâ€™s rights under this Agreement. Any and all deductibles in the above described insurance policies of Operators shall be assumed by, be for the account of, and at the sole risk of the Operators. Â Page 12 of 14 Â Â EXHIBIT â€œBâ€ THE TERMINALS Â Station Lat Long Region Tankage Systems Max BPD CPE Midcon 32.532000 -100.8462 Oklahoma 105,000 Omega 25,000 Â Page 13 of 14 Â Â EXHIBIT â€œCâ€ RATES Â Volume in Barrels Rate per Barrel 0 to the MVC $0.65 Greater than the MVC $0.25 Â Page 14 of 14 EX-10.50 18 vivakor_ex10-50.htm EXHIBIT 10.50 Â Exhibit 10.50 Â Â BUSINESSMANAGERÂ® AGREEMENT WITH BUSINESSES AND PROFESSIONALS (Variable Service Charge) Â TO:Â blBANK Â FROM:Â Endeavor Crude, LLC Â 500 Laurel St. Â Â 5220 Spring Valley Rd. Ste L120 Â Baton Rouge, LA 70801 Â Â Dallas, TX 75254 Â (the â€œFinancial Institutionâ€) Â Â (the â€œBusinessâ€™â€™) Â This BusinessManagerÂ®Agreement with Businesses and Professionals (â€œAgreementâ€™â€™) is between Financial Institution and Business and is intended to govern Businessâ€™ sale of Accounts, as defined below, to Financial Institution which Accounts arise from the sale of goods or provision of services to Businessâ€™ Customers and which Accounts Financial Institution may purchase pursuant to the terms of the Agreement. The accepted terms are as follows: Â SECTION 1: DEFINITIONS Â 1.1 â€œAccountsâ€ means a right to payment of a monetary Obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, or (ii) for services rendered or to be rendered. The term Account shall include all obligations owing for what is commonly referred to as a receivable. Â 1.2 â€œAdditional Security Documentsâ€ means as that term is described in sectionÂ 4.3. Â 1.3 â€œBasis Pointâ€ means 1/100th of 1 percent. For example, 1 basis point is equal to 0.01% or 0.0001. Â 1.4Â â€œBusiness Judgmentâ€ means, in connection with decisions made by Financial Institution, the exercise of such decisions in Financial Institutionâ€™s sole and exclusive business judgment and discretion. Â 1.5Â â€œCollateralâ€ means all of Businessâ€™s now owned and hereafter acquired Accounts, Chattel Paper, Deposit Accounts, Inventory, Instruments, Documents, Letter of Credit nights, Commercial Tort Claims, General Intangibles, Supporting Obligations and the Reserve and Reserve Account. Â 1.6 â€œComplete Terminationâ€ occurs upon satisfaction of the following conditions: Â 1.6.1Â Payment in full of all Obligations of Business to Financial Institution and Financial Institutionâ€™s issuance of a UCC termination statement; Â 1.6.2Â If Financial Institution has issued or caused to be issued guarantees, promises, or letters of credit on behalf of Business, acknowledgement from any beneficiaries thereof that Financial Institution or any other issuer has no outstanding direct or contingent liability therein; and Â 1.6.3Â Business has executed and delivered to Financial Institution a general release in SectionÂ 14 of this document. Â 1.7 â€œCredit Applicationâ€ means any Credit Application executed by a Businessâ€™ Customer. Â 1.8Â â€œCredit Memoâ€ means a credit memo or similar evidence (whether in written or electronic form) reflecting a deduction to the Face Amount of a Customerâ€™s account with Business, other than a credit arising from a payment. Â Â Â Â 1.9Â â€œCustomerâ€ means a person obligated to pay one or more Accounts arising from goods sold or services Business rendered to the Customer, otherwise known as an Account Debtor under the Uniform Commercial Code. Â 1.10Â â€œCustomer Agreementâ€ means any agreement, whether written or verbal, between Business and its Customer evidencing the terms of a sale of goods or rendition of services giving use to an Account. Â 1.11Â â€œDisputeâ€ means any form of Customer Agreement dispute, including, but not limited to, a charge back, act to reject or return goods, alleged deduction, defense, offset, counterclaim or any other act or event in respect to an Account Debtor which may in any way diminish Financial Institutionâ€™s ability to fully or timely collect a Purchased Account, whether or not provable or bona fide. Â 1.12Â â€œExposed Payment(s)â€ means payments received by Financial Institution from or for the account of a Payor that has become subject to a bankruptcy proceeding, to the extent such payments cleared the Payorâ€™s deposit account within ninety (90) days of the commencement of said bankruptcy case. Â 1.13Â â€œFace Amountâ€ means the outstanding balance of each Account for the price of the sale of goods or provision of services as reflected on an Invoice evidencing an Account offered for sale to Financial Institution. Â 1.14Â â€œInvoiceâ€ means each invoice or similar evidence (whether in written or electronic form) of the terms of a non-cash sale of goods or provision of services previously made by Business to a Customer in connection with each Account. Â 1.15 â€œNet Amountâ€ of an Account means the Face Amount of an Account less the Service Charge. Â 1.16Â â€œObligationsâ€ means all of Businessâ€™ monetary and non-monetary Obligations to Financial Institution, whether pursuant to this Agreement, under any note, contract, guaranty, accommodation or otherwise, however and whenever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or later existing or due. Â 1.17 â€œPosting Dateâ€ means the day that the Account is purchased by the Financial Institution Â 1.18Â â€œPurchased Accountsâ€ means all Accounts purchased by Financial Institution under this Agreement. Â 1.19 â€œPurchase Priceâ€ means as that term is described in sectionÂ 2.2. Â 1.20Â â€œRepurchase Obligationsâ€ means the liability of Business to Financial Institution under this Agreement to repurchase any Purchased Account for an amount, on any date, equal to the unpaid Face Amount, plus (if incurred) attorneysâ€™ fees and accrued and unpaid finance charges related to such Purchased Accounts. For the purpose of this Section, any Exposed Payments shall be included as a Repurchase Obligation. Â 1.21Â â€œReserveâ€ means whatever amount is maintained by Financial Institution in the Reserve Account that may serve to secure Businessâ€™ Repurchase Obligations or any other monetary obligations under this Agreement. Â 1.22Â â€œReserve Accountâ€ means an interest-bearing Deposit Account maintained by Financial Institution in connection with all Accounts sold to Financial Institution by Business under this Agreement reflecting an amount that is expected to equal the Reserve as established pursuant to SectionÂ 2.6 of this Agreement. Â 1.23Â â€œService Chargeâ€ means a discount to the Face Amount of a Purchased Account equal to I.00 percent (1.00%). The Service Charge also includes Variable Service Charges for each Account that is purchased by the Financial Institution which is not paid in full by the end of the Base Period, as further defined in SectionÂ 1.25. Business acknowledges that the Service Charge and Variable Service Charges in no event constitutes interest or a similar charge and that the transactions described in this Agreement are not transactions for the use, forbearance or detention of money. The Service Charge has been agreed upon by the parties and represents a reasonable and customary fair market value discount. Â Page 2 of 14 Â Â 1.24Â â€œVariable Service Chargeâ€ means the amount charged by the Financial

Institution to the Business for each Account purchased by the Financial Institution, which is not fully paid within the Base Period. After the Base Period, the Business will pay 1.75 Basis Points (or 0.0175%) of the Face Amount of the outstanding Account per day that the Account remains outstanding, until the Cap Period expires. The Variable Service Charge has been agreed upon by the parties and represents a reasonable and customary fair market value discount. Â 1.25Â â€œBase Periodâ€ means the period of time equaling 0 days from the Posting Date of each Account. During this period of time, the Financial Institution does not assess the Variable Service Charge for that particular Account. Â 1.26Â â€œCap Periodâ€ means the period of time equaling 120 days from the Posting Date of each Account. After this Cap Period, the Business will no longer be charged a Variable Service Charge for that particular Account. Â Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meaning set forth in the Uniform Commercial Code (â€œUCCâ€). Â SECTION 2: SALE; PURCHASE PRICE; BILLING; RESERVE Â 2.1 Assignment and Sale. Â 2.1.1Â Financial Institution hereby agrees to evaluate for purchase from Business and Business hereby irrevocably agrees to offer to assign and sell to Financial Institution, as absolute owner, Businessâ€™ entire interest in that portion of its currently outstanding Accounts as are detailed in the attached Exhibit A to this Agreement. In addition, Business will offer for sale all of its hereafter created future Accounts, evidenced by Invoices that Business will simultaneously deliver to Financial Institution in support of such future Accounts. Â 2.1.2Â Business acknowledges that its currently outstanding Accounts listed on Exhibit A are not now, nor have they ever been declared to be, in default. Â 2.1.3Â Business and Financial Institution each acknowledge and agree that in connection with each Account offered to Financial Institution for sale that: (a) Business will submit to Financial Institution for Financial Institutionâ€™s determination as to the eligibility of the Accounts, all Invoices evidencing the terms underlying each Account; (b) the transactions contemplated by this Agreement are account purchase transactions; (c) the Accounts shall at all times be purchased by Financial Institution from Business at a discount in accordance with the Service Charge; (d) the purchase and sale of the Accounts shall vest absolute right, title and ownership of such Purchased Accounts together with all benefits of ownership, including to the right to verify any desired information in connection with Purchased Accounts with Customers; and (e) Business has no right and may not seek to require Financial Institution to authorize Business to reacquire, redeem, or otherwise re-vest title to any Purchased Accounts or any proceeds thereof. In connection with the sale and assignment of Purchased Accounts, Financial Institution shall become subrogated to all of Businessâ€™ rights as an unpaid vendor, lienholder, all of its related rights of stoppage in transit, replevin and reclamation, and rights against third parties (all of which will constitute part of the Purchased Accounts) and Business agrees to cooperate with Financial Institution in its exercise of these rights. Â 2.1.4Â The total outstanding Face Amount of Purchased Accounts by Financial Institution will never exceed $7,500,000.00, unless agreed to by Financial Institution which decision will be in Financial Institutionâ€™s Business Judgment. Â 2.1.5Â Business agrees to execute and deliver such further instruments, documents and endorsements to or for the benefit of Financial Institution as may be necessary to accomplish the sale and purchase described herein and to carry out the purposes of this Agreement. Â Page 3 of 14 Â Â 2.2Â Purchase Price. The Purchase Price payable for Purchased Accounts will be equal to the Net Amount and payment of the Purchase Price, less the Reserve, shall be paid to Business on or before the next banking day after delivery of the Invoices evidencing the Accounts offered to Financial Institution, unless in Financial Institutionâ€™s Business Judgment it requires additional time for evaluation. Â 2.3Â Variable Service Charee. For each account not paid in full during the Base Period, the Business will be charged the Variable Service Charge until the Cap Period for each Account expires. The Variable Service Charge will be due and payable from the Business at the end of each month, as determined by the Financial Institution in their sole discretion. The Financial Institution will debit the amount of the Variable Service Charge against the Businessâ€™ deposit account with the Financial Institution or at the Financial Institutionâ€™s sole discretion, the Businessâ€™ Reserve Account. Â 2.4 Documentation. Â 2.4.1Â In respect to all Accounts offered for sale, Business will provide Financial Institution with Credit Applications, Customer Agreements, Invoices, payment information and, if applicable, Credit Memos related to all sales of goods and rendition of services, and such other documents and proof of delivery of goods or rendering of services as Financial Institution may reasonably require. As to the currently outstanding Accounts described on Exhibit A that become Purchased Accounts, payment of the Purchase Price by Financial Institution will be conclusive evidence of their assignment and sale to Financial Institution. Â 2.5 Billing. Â 2.5.1Â Financial Institution will have authority, unless otherwise agreed to in writing by the parties, to send periodic statements (e.g. monthly) to all Customers itemizing their activity regarding all Accounts during the preceding billing period. All Customers will be instructed by Business (or Financial Institution on behalf of Business) to make payments to, at the sole discretion of Financial Institution, a post office box or electronic lockbox controlled exclusively by Financial Institution or through Automatic Clearing House (â€œACHâ€) credit entries. If Financial Institution so requires, any Invoices that Business may later create and issue in connection with a Purchased Account shall clearly indicate that each Purchased Account has been assigned, sold, and is payable exclusively to Financial Institution. Â 2.5.2Â All payments received from or for the account of a Customer will be applied to the Obligations of that Customer and payment will be deemed made upon receipt by Financial Institution. Â 2:5.3Â All variations, modifications or extensions of indebtedness on Purchased Accounts under this Agreement may only be negotiated and/or authorized by Financial Institution. Â 2.5.4 Nothing in this Agreement authorizes Business nor may Business seek to collect Purchased Accounts sold to Financial Institution. If Business receives payment on any Purchased Account (or any Accounts upon an Event of Default), it will receive those payments in trust for Financial Institution and will remit such payments, if made by Negotiable Instrument, in kind, to Financial Institution; or, if made electronically, will remit an amount equal to the amount of all funds received, both of which shall be completed by no later than the next business day. Â 2.6Â Reserve. Financial Institution will be entitled to create and maintain from the Purchase Price payments payable to Business, a Reserve in an amount which Financial Institution may adjust from time to time in its Business Judgment, to provide security for Businessâ€™ Repurchase Obligations as described in sectionÂ 3 below. The Reserve will be held in a separate interest-bearing account for the benefit of the Financial Institution. The Reserve will be maintained in this account which, if not necessary for use by Financial Institution, will be available to Business upon a Complete Termination of this Agreement. Â Page 4 of 14 Â Â 2.6.1Â The amount of the Reserve in connection with the currently outstanding Accounts will be calculated to equal the sum of a., b., c., and d. below: Â a. 10% of the Face Amount of all Purchased Accounts initially purchased by Financial Institution that are less than 60 days from invoice date or less than 30 days past due; Â b. NIA% of the Face Amount of all Purchased Accounts initially purchased by Financial Institution that are between 61 and 90 days from invoice date or between 31 and 60 days past due; Â c. NIA% of the Face Amount of all Purchased Accounts initially purchased by Financial Institution that are between 91 and 120 days from invoice date or between 61 and 90 days past due; Â d. if Financial Institution elects to purchase such Accounts, 100% of the Face Amount of all Purchased Accounts initially purchased by Financial Institution that are greater than 120 days from invoice date or greater than 90 days past due. Â 2.6.2Â Thereafter, and subject to Financial Institutionâ€™s right to adjust the Reserve in its Business Judgment, Financial Institution will establish as a Reserve in the Reserve Account 10% of the Face Amount of all new Purchased Accounts subsequent to its initial purchase of the Purchased Accounts. Financial Institution may require the minimum amount of Reserve, after deduction for required repurchases, to be equal to the sum of e., Â£, and g. below: Â e. 10% of the Face Amount of all outstanding Purchased Accounts that are less than 60 days from invoice date or less than 30 days past due; Â f. 25% of the Face Amount of all outstanding Purchased Accounts that are between 61 and 90 days from invoice date or between 31 and 60 days past due; Â g. 50% of the Face Amount of all outstanding Purchased Accounts that are between 91 and 120 days from invoice date or between 61 and 90 days past due. Â 2.7Â Exposed Payments. Upon termination of this Agreement, Business shall pay to Financial Institution (or Financial Institution may retain or hold in the Reserve Account) the amount of all Exposed Payments. Financial Institution may charge the Reserve Account with the amount of any Exposed Payments that Financial Institution may become obligated to pay to a bankruptcy estate of a Customer that made the Exposed Payment to Financial Institution, on account of a claim asserted under SectionÂ 547 of Bankruptcy Code. Financial Institution shall pay to Business from time to time that balance of the Reserve Account for which a claim under SectionÂ 547 of Bankruptcy Code can no longer be asserted due to the passage of the statute of limitations, settlement with bankruptcy estate of the Customer or otherwise. Business shall indemnify Financial Institution from any loss arising out of the assertion of any Avoidance Claim and shall pay to Financial Institution on demand the amount thereof. Business shall notify Financial Institution within two business days of it becoming aware of the assertion of an Exposed Payment. This provision shall survive termination of this Agreement. Â 2.8 Account Stated. Â 2.8.1Â Financial Institution, in its Business Judgment, may either provide Business with information on the Purchased Accounts and a monthly reconciliation of the relationship relating to billing, collection and account maintenance such as aging, posting, error resolution and mailing of statements or may instead make such information available electronically through an internet website. Either of the foregoing shall be in a format and in such detail as Financial Institution deems appropriate. Â 2.8.2Â Financial Institutionâ€™s books and records or all electronically stored information shall be admissible in evidence without objection as prima facie evidence of the status of the Purchased Accounts, nonÂpurchased Accounts and Reserve Account between Financial Institution and Business. Each statement, report, or accounting rendered or issued by Financial Institution to Business and all electronically stored information shall be deemed conclusively accurate and binding on Business unless within fifteen (15) days after the date of issuance or, in the case of electronically stored information, the first of each month, Business notifies Financial Institution to the contrary by registered or certified mail, setting forth with specificity the re.ons why Business believes such statement, report, or accounting or electronically stored information is inaccurate, as well as what Business believes to be correct. Businessâ€™ failure to receive any monthly statement or access the electronically stored information shall not relieve it of the responsibility to request such information and Businessâ€™ failure to do so shall nonetheless bind Business to whatever Financial Institutionâ€™s records or electronically stored information report. Â Page 5 of 14 Â Â SECTION 3: REPURCHASE OF PURCHASED ACCOUNTS Â 3.1Â Required Repurchase. With respect to any Purchased Accounts initially purchased by Financial Institution, Financial Institution may require Business to repurchase all or any portion of such Purchased Accounts owed by any particular Customer if any minimum payment due on one or more of such Purchased Accounts remains unpaid following 120 days after its invoice date. With respect to any Purchased Accounts purchased after Financial Institutionâ€™s initial purchase, Financial Institution may require Business to repurchase all or any portion of such Purchased Accounts owed by any particular Customer if any minimum payment due on one or more of such Purchased Accounts remains unpaid following 120 days after its invoice date. For purposes of this Agreement, the aging status of Purchased Accounts purchased from Business, as shown on the aging report of Purchased Accounts produced or generated by Financial Institution, will be deemed conclusive (absent manifest error) in determining which Purchased Accounts Financial Institution may require Business to repurchase. Regardless of when purchased, Financial Institution may require Business to repurchase all or any portion of such Purchased Accounts from any particular Customer if such Customer is bankrupt or insolvent, or if any Dispute arises with a Customer regarding such Purchased Accounts. Financial Institution may require Business to repurchase any or all outstanding Purchased Accounts (a) upon a Default, as defined in SectionÂ 9, or (b) upon the termination of this Agreement. Any decision by Financial Institution to require repurchase of less than the maximum amount permitted by this Agreement will not be deemed a waiver of Financial Institutionâ€™s rights to require such repurchase to the maximum extent permitted in this Agreement. Â 3.2Â Effecting Repurchase. Should Financial Institution require repurchase of one or more Purchased Accounts, Business will be liable to Financial Institution for payment of the Repurchase Obligation with respect to such Purchased Accounts. Upon an event of Default or termination under this Agreement, the Repurchase Obligation will also include the amount of all indemnities and other Obligations of Business arising under this Agreement. Without notice to or demand on Business, Financial Institution may debit the amount of such Repurchase Obligation (and any amount necessary to bring the Reserve to a level as may be required by Financial Institution in its Business Judgment) against Businessâ€™ Reserve Account, or any deposit account of Business maintained with Financial Institution. Business agrees to and irrevocably waives any right to withdraw Financial Institutionâ€™s authority, block or otherwise seek to preclude or interfere with the debit authority provided herein until sectionÂ 11.3 is fully satisfied. In the event any deposit account contains insufficient funds for Financial Institutionâ€™s debit, or Financial Institution elects not to make such debit, Business agrees to pay any such deficiency or shortfalls on demand. Financial Institution will have no duty to bill or collect any Repurchased Accounts although such accounts shall continue to serve as Financial Institutionâ€™s Collateral. Â SECTION 4: SECURITY INTEREST. Â 4.1Â In order to secure Businessâ€™ performance of all Obligations under this Agreement and any other agreement that may now or hereafter be entered into between Business and Financial Institution, Business grants to Financial Institution a continuing first priority ownership interest in the Purchased Accounts and first priority security interest in the Collateral. The priority rights granted by this section are designed to provide Financial Institution with sole rights of enforcement insofar as the collection of all Accounts. Â 4.2Â Notwithstanding the creation of this security interest, it is the express intention of the parties that their relationship shall be that of seller and purchaser of Purchased Accounts and once acquired by Financial Institution, Business shall no longer have any rights or title to any Purchased Account pursuant to Â§ 9-318(a) of the UCC. Â 4.3Â Business agrees to execute such additional documents and take such further action as Financial Institution may deem necessary or desirable in order to perfect the security interest granted herein and otherwise to effectuate the purposes of the Agreement. In the event that Financial Institution requires additional security for Businessâ€™ Obligations under this Agreement, and Business or other party executes additional security agreements, pledge agreements, guaranties and documents of similar significance (collectively, the â€œAdditional Security Documentsâ€), terms used therein such as, but not limited to, â€œloans,â€ â€œindebtedness,â€ and â€œobligations,â€ will be deemed to include the Repurchase Obligations. Despite the provisions of the Additional Security Documents, the Repurchase Obligations secured by those documents will not constitute a loan. Â Page 6 of 14 Â Â 4.4Â Financial Institution is authorized to have filed any initial financing statements and amendments thereto that: indicate the Collateral as â€œall assetsâ€ of Business or words of similar effect, regardless of whether any particular asset comprising the Collateral falls within the scope of Article 9 of the UCC, or as being of an equal or lesser scope or with greater detail; contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including: (i) whether Business is an organization, the type of organization, and any organization identification number issued to Financial Institution and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as extracted Collateral or timber to be cut, a sufficient description of real property to which the Collateral relates; and (iii) containing a notification that Business has granted a negative pledge to Financial Institution and that any subsequent lienor may be tortiously interfering with Financial Institutionâ€™s right and advise third parties that any notification to any of Businessâ€™ Account Debtors will interfere with Financial Institutionâ€™s collection rights. Â SECTION 5: REPRESENTATIONS, WARRANTIES AND COVENANTS Â 5.1 Representations and Warranties. Business represents and warrants to Financial Institution that: (a) it is fully authorized to enter into and perform under this Agreement, and that this Agreement constitutes its legal, valid and binding obligation; (b) Business is solvent and in good standing in the State of its organization; (c) it is not the present intent of Business to seek protection under any chapter of Title 11 of the United States Financial Bankruptcy Code or under any state insolvency laws or any statutory Assignment for the Benefit of Creditor laws; (d) its Accounts are currently and were at the time of their creation, bona fide and existing Obligations of Customers of Business arising out of its sales of goods or performance of services to independent and not affiliated Customers, free and clear of all security interests, liens, and claims whatsoever of third parties; (e) the documentation under which the Accounts are payable authorize the charge and collection of interest at the rate provided in such documentation; (t) all Accounts and all documents and practices related to them comply with all applicable federal and state laws; (g) the Accounts will be paid by Customers prior to the date of required repurchase or will be repurchased by Business pursuant to SectionsÂ 3.1 and 3.2; (h) the Collateral in which a security interest is granted in SectionÂ 4.1 or in any Additional Security Documents is not subject to any other security interest, lien or encumbrance whatsoever (except in favor of Financial Institution), and Business will not permit such Collateral to become so encumbered without Financial Institutionâ€™s prior written consent, which consent may be withheld in its Business Judgment; (i) Businessâ€™ inventory is not subject to any security interest, lien or encumbrance whatsoever and Business will not permit its inventory to become so encumbered without Financial Institutionâ€™s prior written consent. Â 5.2 Covenants. Â 5.2.1Â Business covenants that: (i) it will allow Financial Institution to review and inspect during reasonable business hours, and Business will supply all financial information, financial records, and documentation on Business, any guarantors, or any Customer, that Financial Institution may request; (ii) with respect to each Purchased Account as it arises: (a) Business will have made delivery of the goods and/or will have rendered the services represented by the Invoice, and the goods and/or services will have been accepted; (b) Business will have preserved and will continue to preserve any liens and any rights to liens available by virtue of the sales and/or services; (c) the Customer will not be an affiliate of Business (e.g., parent, subsidiary, etc.); (d) Financial Institutionâ€™s copy of the Invoice will be genuine and will comply with this Agreement; (e) Business will have no knowledge of any Dispute that may impair the validity of the transaction or the Customerâ€™s Obligation to pay Purchased Accounts in accordance with the terms; (t) Business will have the right to render the services and/or to sell the goods creating the Purchased Accounts, and will do so in compliance with all applicable laws; (g) Business will have paid or provided for the payment of all taxes arising from the transaction in respect to all Purchased Accounts; (h) the Purchased Accounts will not be subject to any deduction, offset, defense, or counterclaim; and (i) Business will notify Financial Institution immediately of any upgrades and/or changes to its accounting software; (iii) the

transactions described in SectionÂ 2.1 are account purchase transactions, and Business will reflect such transactions in its accounting books and records as absolute sales of Purchased Accounts to Financial Institution; Business will reimburse and indemnify Financial Institution for all loss, damage and expenses, including reasonable attorneysâ€™ fees, incurred in defending such transactions as absolute sales of Purchased Accounts, or as a result of the recharacterization of such transactions; and (iv) in the event of the commencement of any case under any bankruptcy or insolvency laws by or against Business, Business will not oppose or object and will consent to any motion by Financial Institution seeking relief from the automatic stay provisions of such laws with respect to the Reserve or the Reserve Account, or to any motion by Financial Institution with respect to any Purchased Account or the Collateral. Â Page 7 of 14 Â Â 5.2.2Â Business shall not, without the prior written consent of Financial Institution in each instance: (a) grant any extension of time for payment of any Purchased Accounts, (b) compromise or settle any Purchased Accounts for less than the full amount thereof, (c) release in whole or in part any Customer, or (d) grant any credits, discounts, allowances, deductions, return authorizations or the like with respect to any Purchased Account. Â 5.2.3Â From time to time as requested by Financial Institution, at the sole expense of Business, Financial Institution or any designees shall have access, during reasonable business hours if prior to an Event of Default and at any time if on or after an Event of Default, to all premises where Collateral is located for the purposes of inspecting (and removing, if after the occurrence of an Event of Default) any of the Collateral, including Businessâ€™ books and records, and Business shall permit Financial Institution to make copies of such books and records or extracts therefrom as Financial Institution may request. Without expense to Financial Institution, Financial Institution may use any of Businessâ€™ business premises, personnel and equipment, including computer equipment, programs, printed output and computer readable media, supplies for the collection of Accounts and realization on other Collateral as Financial Institution deems appropriate in its Business Judgment. Business hereby irrevocably authorizes all accountants and third parties, upon written or verbal request, to promptly disclose and deliver to Financial Institution at Businessâ€™ expense all financial information, books and records, work papers, management reports and other information in their possession relating to Business. Â 5.2.4Â Before sending any Invoice to a Customer, Business shall mark same with a notice of assignment in compliance with 9-406 of the UCC in the form and manner as may be required by Financial Institution in the event Financial Institution deems it advisable for Business to do so, Financial Institution deems itself insecure or Business commits any Event of Default. Â 5.2.5 Business shall cause to be paid when due all payroll and other taxes, and shall provide proof thereof to Financial Institution in such form as Financial Institution shall reasonably require. Business hereby irrevocably authorizes and will direct each of its bookkeeping staff as well as any outside accounting firm, in whatever form is requested by Financial Institution, to openly communicate with Financial Institution with regard to all bookkeeping functions and accounting aspects of Businessâ€™ business and each shall have a continuing duty to fully and accurately report to Financial Institution information pertaining to any and all bookkeeping, accounting and payroll functions and reporting. Â SECTION 6: FORMS AND PROCEDURES; RESPONSIBILITY FOR USE Â 6.1Â Forms and Procedures. Business will use only forms, agreements, and advertising materials supplied to or approved by Financial Institution in connection with the Purchased Accounts, and will follow all procedures that are satisfactory to Financial Institution in connection with the use of such forms, agreements, and advertising materials. Financial Institution does not desire to manage or operate Business but to insure that Business is properly representing the billing terms to its Customers. Â 6.2Â Responsibility for Use. Business shall provide to Financial Institution all information used to create the form of Credit Application and Customer Agreement and other documentation. Business is solely responsible for the adequacy, completeness, delivery and accuracy of the raw data relating to the Purchased Accounts, its preparation in the form required by Financial Institution, and its transmission to Financial Institution. Business understands that these documents should be reviewed by Businessâ€™ counsel, as Financial Institution makes no representation or warranty as to their enforceability in Businessâ€™ state or their compliance with applicable federal and state laws. Financial Institution and Business agree that Financial Institution is the owner of all Accounts purchased by Financial Institution, and that all activities of Financial Institution in connection with the purchase of Accounts, receipt of payments for the Purchased Accounts, generation of information, and processing of data, is for the account of Financial Institutionâ€™s own affairs, and that the information generated in connection with those activities is the property of Financial Institution. Financial Institution shall at no time perform as a collection agency under this Agreement. Â Page 8 of 14 Â Â SECTION 7: POWER OF ATTORNEY Â 7.1Â Business appoints Financial Institution as its attorney-in-fact for all appropriate purposes under this Agreement including: to receive, open, and dispose of all mail addressed to Business relating to Accounts; to endorse Businessâ€™ name upon any notes, acceptances, checks, drafts, money orders, and other evidences of payment of Accounts that may come into Financial Institutionâ€™s possession, and to deposit or otherwise handle the same; and to do all other acts and things necessary to carry out the terms of this Agreement. This power, being coupled with an interest, is irrevocable while any Purchased Account owned by Financial Institution remains unpaid or any Obligation remains outstanding. Â 7.2Â As permitted by applicable state law, if the Repurchase Obligation is not paid in full after demand, Business authorizes any attorney to appear for Business in any court of record in the United States, and to confess judgment for such amount as may appear to be unpaid, together with any allowable fees for collection of the judgment. Â SECTION 8: APPLICABLE LAW Â This Agreement will be governed by, construed and enforced according to the laws of the State of Louisiana. Â SECTION 9: DEFAULT Â 9.1Â Events of Default. The following events will constitute a default (an â€œEvent of Defaultâ€) under the terms of this Agreement: (a) Business fails, on demand, to pay any Repurchase Obligations or any other monetary Obligation under this Agreement, or Business fails to perform any non-monetary duty Business owes to Financial Institution under this Agreement, or the Business fails to pay any indebtedness of the Business owed to the Financial Institution according to its terms; (b) Business breaches the representations set forth in SectionÂ 5.l(d) or fails to tum over payments on Purchased Accounts to Financial Institution, as set out in SectionÂ 2.5.4; (c) except for the Obligations described in SectionsÂ 9.l(a), and 9.l(b) hereof, Business fails to perform any Obligation, covenant or liability in connection with this Agreement within ten (10) days after the date that written notice is given to Business; (d) any warranty, representation or statement whenever made by Business in connection with this Agreement proves to be false in any material respect when made, or Business fails to disclose to Financial Institution that any such warranty, representation or statement has become false in any material respect; (e) dissolution or termination of Business if Business is a corporation, partnership, or other entity, or if Business is an individual, the death or incompetency of such individual; (f) without prior written consent by Financial Institution, a transfer occurs of more than 25% of the equity ownership or assets of Business, whether Business is a corporation, partnership or other entity; (g) Businessâ€™ insolvency; (h) the institution of any Assignment for the Benefit Creditors, the appointment of a receiver or trustee for its assets, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Business, or any proceeding for the dissolution or liquidation, settlement of claims against or winding up of its affairs; (i) the attempted termination or withdrawal of any guaranty executed by any person in respect to Businessâ€™ Obligations; (j) Business fails to pay when due any tax imposed on it, or any tax lien is filed against Business or any of its assets; (k) any judgment against Business remains unpaid, or has not been stayed on appeal, discharged, bonded or dismissed, for a period of30 days; (l) Business discontinues its business as a going concern; or (m) Financial Institution, in good faith, believes the prospect of Businessâ€™ payment or performance of its Obligations have been impaired. Â 9.2Â Effect of Default. Upon the occurrence of any Event of Default, Business irrevocably authorizes Financial Institution at Businessâ€™ expense, to exercise at any time any one or more of the following powers until all of the Obligations have been paid in full: Â 9.2.1Â Receive, take, endorse, assign, deliver, accept and deposit, in the name of Financial Institution or Business, any and all proceeds of any Collateral securing the Obligations or the proceeds thereof; Â 9.2.2Â Take or bring, in the name of Financial Institution or Business, all steps, actions, suits or proceedings deemed by Financial Institution necessary or desirable to effect collection of or other realization upon Financial Institutionâ€™s Accounts; Â 9.2.3Â Pay any sums necessary to discharge any lien or encumbrance which may become senior to Financial Institutionâ€™s security interest in any Collateral, which sums shall be included as Obligations hereunder, and in connection with which sums a late charge shall accrue and shall be due and payable; Â Page 9 of 14 Â Â 9.2.4Â Communicate directly with Businessâ€™ Customers to, among other things, verify the amount and validity of any Account created by Business; Â 9.2.5Â In order to satisfy any of the Obligations, Business authorizes Financial Institution to initiate electronic debit or credit entries through the ACH system to any deposit account maintained by Business. Â 9.2.6 Change the address for delivery of mail to Business and to receive and open mail addressed to Business; Â 9.2.7 Notify any Customer obligated with respect to any Account, that the underlying Account has been assigned to Financial Institution by Business and that payment thereof is to be made to the order of and directly and solely to Financial Institution; Â 9.2.8Â Extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all Accounts and discharge or release any Customer (including filing of any public record releasing any lien granted to Business by such account debtor), without affecting any of the Obligations. Â 9.2.9Â Financial Institution shall be entitled to any form of equitable relief that may be appropriate without having to establish any inadequate remedy at law or other grounds other than to establish that its Collateral is subject to being improperly used, moved, dissipated or withheld from Financial Institution. Financial Institution shall be entitled to freeze, debit and/or effect a set-off against any fund or account Business may maintain with any Financial Institution and so notify such financial institution without regard to any draft that may have been issued and have not cleared. In the event as a result of an Event of Default, Financial Institution deems it necessary to seek equitable relief, including, but not limited to, injunctive or receivership remedies, Business waives any requirement that Financial Institution post or otherwise obtain or procure any bond. Alternadvely, in the event Financial Institution, in its sole and exclusive discretion, desires to procure and post a bond, Financial Institution may procure and file with the court a bond in an amount up to and not greater than $10,000.00 notwithstanding any common or statutory law requirement to the contrary. Upon Financial Institutionâ€™s posting of such bond it shall be entitled to all benefits as if such bond was posted in compliance with state law. Business also waives any right it may be entitled to, including an award of attorneyâ€™s fees or costs, in the event any equitable relief sought by and awarded to Financial Institution is thereafter, for whatever reason(s), vacated, dissolved or reversed. All post-judgment interest shall bear interest at either the contract rate or such higher rate as may be allowed by law. Â 9.2.10Â All of Businessâ€™ rights of access to any online, internet services that Financial Institution makes available to Business, shall be provisional pending Businessâ€™ curing of all such Events of Default. During such period of time, Financial Institution may limit or terminate Businessâ€™ access to Financial Institutionâ€™s online services. Business acknowledges that the information Financial Institution makes available to Business constitutes and satisfies any duty to respond to a Request for an Accounting or Request regarding a Statement of Account that is referenced in Â§ 9-210 of the UCC. Â 9.2.11Â The Parties acknowledge that it shall be presumed commercially reasonable and Financial Institution shall have no duty to undertake to collect any Account or Purchased Account including those in which Financial Institution receives information from an Account Debtor that a Dispute exists. Furthermore, in the event Financial Institution undertakes to collect from or enforce an Obligation of an Account Debtor or other person obligated on Collateral and ascertains that the possibility of collection is outweighed by the likely costs and expenses that will be incurred, Financial Institution may at any such time cease any further collection efforts and such action shall be considered commercially reasonable. Before Business may, under any circumstances, seek to hold Financial Institution responsible for taking any uncommercially reasonable action, Business shall be required to first notify Financial Institution, in writing, of all reasons why Business believes Financial Institution has acted in any uncommercially reasonable manner and advise Financial Institution of the action that Business believes Financial Institution should take. Â Page 10 of 14 Â Â SECTION 10: NON-LIABILITY OF FINANCIAL INSTITUTION; RELEASE; INDEMNITY; WAIVER Â 10.1Â Except for a breach by Financial Institution of this Agreement, Business releases, discharges, and acquits Financial Institution, its officers, directors, employees, participants, agents, successors and assigns from any and all claims, demands, losses, and liability of any nature which Business ever had, now or later can, will or may have in connection with, or arising out of, the transactions described in this Agreement and the documentation thereof. Financial Institution will not be liable for any indirect, special or consequential damages, such as loss of anticipated revenues or other economic loss in connection with, or arising out of, any default in performance or other matter arising under this Agreement. Nor will Financial Institution be liable for any errors of judgment or mistake of fact when acting as Businessâ€™ attorney-in-fact, pursuant to SectionÂ 7, or liable for delay in the performance of Financial Institutionâ€™s duties caused by strike, lawsuit, riot, civil disturbance, fire, shortage of supplies or materials, or any other cause reasonably beyond Financial Institutionâ€™s control. Business indemnifies and holds Financial Institution, its officers, directors, employees, participants, agents, successors and assigns harmless from (and will pay all reasonable attorneysâ€™ fees with respect to) any loss or claim involving breach of warranty or representation by Business, any claim or liability sustained by virtue of acting in reliance upon data or information furnished by Business to Financial Institution, and any loss or claim by any Customer relating to goods and/or services (or the manner or type of their sale or provision) giving rise to Accounts purchased by Financial Institution hereunder. IF ANY FORM OF LITIGATION IS INSTITUTED BY BUSINESS AGAINST FINANCIAL INSTITUTION FOR VIOLATION OF THIS AGREEMENT, OR ANY WRONGFUL CONDUCT ASSOCIATED WITH THIS AGREEMENT, BUSINESS HEREBY EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL. BUSINESS FURTHER AGREES THAT ITS DAMAGES WILL BE LIMITED, IN ANY CASE, TO THE AMOUNT OF THE SERVICE CHARGE PAID BY BUSINESS TO FINANCIAL INSTITUTION DURING THE PRECEDING TWELVE (12) MONTH PERIOD. Â SECTION 11: EFFECTIVE DATE; TERMINATION; BINDING EFFECT Â 11.1Â This Agreement will be effective when accepted by Financial Institution, and will continue in full force and effect until the earlier of: (a) one year after the effective date of this Agreement, or (b) sixty (60) days after written notice of termination has been given by one party to the other (in each case subject to immediate termination upon a Default); and the term of this Agreement will automatically be extended for periods of one year each following its otherwise scheduled termination, subject to SectionÂ 9.2 above, and to the partiesâ€™ rights to terminate this Agreement under clause (b) of this SectionÂ 11.1. Â 11.2Â Upon termination of this Agreement, Business will pay all of its Obligations to Financial Institution, and in any event, Business will remain liable to Financial Institution for any deficiency remaining after liquidation of any Collateral. Financial Institution may withhold any payment to Business unless supplied with an indemnity satisfactory to Financial Institution. This Agreement will bind Business and Businessâ€™ heirs, executors, successors and assigns and will inure to the benefit of Financial Institution and Financial Institutionâ€™s successors and assigns. Business agrees that Financial Institution may assign this Agreement or delegate its duties under this Agreement, but that Business may not do so without Financial Institutionâ€™s prior written approval. Â 11.3Â In recognition of Financial Institutionâ€™s right to have its attorneysâ€™ fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Business, Financial Institution shall not be required to record any terminations or satisfaction of Financial Institutionâ€™s security interest in the Collateral or its ownership interest in the Purchased Accounts unless and until Complete Termination has occurred. Business understands that this provision constitutes a waiver of its rights under Â§ 9-513 of the UCC. Â Page 11 of 14 Â Â SECTION 12: ATTORNEYâ€™S FEES; PAST-DUE OBLIGATIONS; WAIVER; SEVERABILITY; HEADINGS; ENTIRE AND CONTROLLING AGREEMENT; NOTICES; COUNTERPARTS; SAVINGS AND MISCELLANEOUS PROVISIONS Â 12.l Business will pay all reasonable expenses incurred by Financial Institution in connection with the execution of this Agreement, including expenses incurred in connection with the filing of financing statements, continuation statements and record searches. All past-due Obligations of Business arising under this Agreement will bear interest at the maximum nonusurious rate permitted under applicable state or federal law. Business hereby waives grace, demand (other than demand pursuant to SectionÂ 3.2 hereof), presentment for payment, notice of dishonor or default, notice of intent to accelerate, notice of acceleration, protest and notice of protest, and bringing of suit against Business. Upon liquidation of any Collateral, settlement or prosecution of a dispute with any Customer, or enforcement of any Obligations of Business under this Agreement, Business will pay to Financial Institution, and Financial Institution may charge to Businessâ€™ account, all costs and expenses incurred, including reasonable attorneysâ€™ fees, and such costs, expenses and fees will constitute part of Businessâ€™ Obligations. No delay or failure on Financial Institutionâ€™s part in exercising any right, privilege, or option will operate as a waiver of such, or of any other right, privilege, or option, and no waiver, amendment or modification of any provision of this Agreement will be valid unless in writing signed by Financial Institution, and then only to the extent stated. Should any provision of this Agreement be prohibited by or invalid under applicable law, the validity of the remaining provisions will not be affected. The section headings are for convenience only, and will not define or limit the scope, extent, meaning or intent of this Agreement. This Agreement embodies Businessâ€™ entire agreement as to its affiliation with Financial Institutionâ€™s BusinessManager program, although Business anticipates that Financial Institution will subsequently outline certain depository and other Financial Institution procedures. In the event of any inconsistency between this Agreement and any other agreement signed by Business and Financial Institution in connection with this Agreement, including but not limited to, any Additional Security Documents, the terms and provisions of this Agreement will control, and the terms and provisions of any such other document will be ineffective to the extent of any such inconsistency. Any notice, request or demand to be given will be deemed given when deposited with a delivery service addressed to, or sent by registered or certified mail to, the address of the recipient listed at the beginning of this Agreement or to subsequent addresses which have been properly noticed to the other party. This Agreement may be executed in multiple counterparts, which when taken together, will constitute one and the same Agreement. Â 12.2Â The parties acknowledge that the transactions contemplated by this Agreement are account purchase transactions; however, if they should

ever be recharacterized by any court, nothing contained in this Agreement or in any Additional Security Documents will be construed, or will operate in any event, so as to require Business to pay interest at a rate greater than the highest lawful rate of interest permitted by the laws then in force and governing this Agreement. In no event, whether by reason of acceleration of the maturity of the Obligations due or otherwise, will Service Charges contracted for, charged, received, paid or agreed to be paid to Financial Institution, exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, Service Charges would otherwise be payable to Financial Institution in excess of the maximum lawful amount, the Service Charges will be reduced to the maximum amount permitted under applicable law, and if from any circumstance Financial Institution will have received anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excess will be applied to the reduction of the principal amount of Obligations and not to the payment of Service Charges. If such excess interest exceeds the unpaid balance of the principal amount of Obligations, such excess will be refunded to Business. All Service Charges paid or agreed to be paid to Financial Institution, to the extent permitted by applicable law, will be amortized, prorated, allocated and spread throughout the full term of the Agreement until payment in full of all principal Obligations owing by Business, so that the Service Charges for such full term will not exceed the maximum amount permitted by applicable law. Â 12.3Â This Agreement shall be deemed to be one of financial accommodation and not assumable by Business as debtor or debtor-in-possession, or any trustee in any bankruptcy proceeding without Financial Institutionâ€™s express written consent and may be suspended in the event a petition in bankruptcy is filed by or against Business. Â 12.4Â In the event Businessâ€™ principals, officers or directors, directly or indirectly, form a new entity, whether corporate, partnership, limited liability company or otherwise, similar to that of Business during the term of this Agreement, such newly formed entity shall be deemed to have expressly assumed the Obligations due Financial Institution by Business under this Agreement. Upon the formation of any such newly formed entity, Financial Institution shall be deemed to have been granted an irrevocable power of attorney with authority to execute, on behalf of the newly formed entity, one or more financing statements and have each filed with the appropriate secretary of state or UCC filing office. Financial Institution shall be held-harmless and be relieved of any liability statement or the resulting perfection of a security interest in any of the newly formed entityâ€™s assets. In addition, Financial Institution shall have the right to notify the new formed entityâ€™s account debtors of Financial Institutionâ€™s security interest rights, its right to collect all Accounts, and to notify any new factor or lender who has sought to procure a competing lien of Financial Institutionâ€™s rights in such newly formed entityâ€™s assets. Â 12.5Â Businessâ€™ principal(s) acknowledge that the duty to accurately complete each form of Exhibit A transmitted to Financial Institution is critical to this Agreement and as such all Obligations with respect thereto are non-delegable. Each of Businessâ€™ principal(s) acknowledge that he/s11e shall remain fully responsible for the accuracy of each form of Exhibit A transmitted to Financial Institution regardless of who is delegated the responsibility to prepare and/or complete such Exhibit A. Â Page 12 of 14 Â Â 12.6Â Business shall fully complete and execute, as taxpayer, prior to or immediately upon the execution of this Agreement, IRS Form 8821 supplied by the Department of the Treasury, Internal Revenue Service or such other forms as may be requested by Financial Institution, irrevocably authorizing Financial Institution to inspect or receive tax information relating to any type of tax, tax form, years or periods or otherwise desired by Financial Institution on an ongoing basis. Â 12.7Â Business will cooperate with Financial Institution in obtaining a control agreement in form and substance satisfactory to Financial Institution with respect to Collateral consisting of a Deposit Account, if such Deposit Account is maintained with any financial institution besides Financial Institution. Â 12.8Â As to any Account proceeds that do not represent payment of any Purchased Accounts and notwithstanding Financial Institutionâ€™s security interest therein, so long as Business has not committed an Event of Default, Financial Institution shall be deemed to have received such proceeds of Accounts as a pure pass-through for and on account of Business unless Financial Institution asserts any rights to such proceeds as is authorized by this Agreement. Â 12.9Â Any claim or cause of action that Business may have or seek to assert against Financial Institution, whether predicated on this Agreement or otherwise, shall neither constitute a defense nor serve as any basis to excuse non-performance of the Businessâ€™ duty to hold in trust and tum over all proceeds of Accounts to Financial Institution as provided in SectionÂ 2.5.4. Businessâ€™ duties and Obligations contained herein shall at all times be deemed independent covenants such that Businessâ€™ duty to honor the provisions of this Section may at no time be excused or otherwise adversely affected due to, inter alia, any breach that Business may assert against Financial Institution. Â 12.10Â Any claim, dispute or controversy arising out of or relating to this Agreement must be brought in Businessâ€™ individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (collectively, â€œClass Actionâ€). Accordingly, Business expressly waives any right in respect to any such claim, dispute or controversy to initiate, join or maintain any Class Action in any form. Â 12.11Â In the event this Agreement is duly terminated in accordance with sectionÂ 11, and for whatever reason, after such termination, any claim in connection with, related to or..rising under this Agreement is asserted or made against Financial Institution by any person, including Business, Financial Institution shall be entitled to treat all protections afforded to Financial Institution under this Agreement as revived, including, but not limited to, the protections contained in sectionsÂ 4, 8 and 12.1. Â SECTION 13: ACKNOWLEDGMENT Â THE UNDERSIGNED ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS AND WAIVERS OF CERTAIN RIGHTS, AND THAT THIS AGREEMENT HAS BEEN FULLY UNDERSTOOD PRIOR TO EXECUTION. BUSINESS FURTHER REPRESENTS AND WARRANTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH ITS OWN LEGAL COUNSEL REGARDING THIS AGREEMENT AND ITS FULL LEGAL EFFECT, AND THAT IT IS NOT RELYING UPON ANY ORAL REPRESENTATIONS ON THE PART OF FINANCIAL INSTITUTION, ITS EMPLOYEES OR AGENTS IN ENTERING INTO THIS AGREEMENT. Â SECTION 14: GENERAL RELEASE Â Business agrees that pursuant to sectionÂ 11.3, the following rebase language shall be effective upon the termination of this Agreement and Financial Institution shall have the right, but not the obligation, to require Business to reaffirm and acknowledge the effectiveness of this release at the time of termination pursuant to sectionÂ 11: Â FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the undersigned and each of them (collectively â€œReleasorâ€) hereby forever releases, discharges and acquits blBank (â€œReleaseeâ€), its parent, directors, shareholders, agents and employees, of and from any and all claims of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore existing, now existing or hereafter arising, or which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, to the extent that they arise out of or are in any way connected to or are related to this Business Manager Agreement with Businesses and Professionals. Â Page 13 of 14 Â Â Releasor agrees that the matters released herein are not limited to matters which are known or disclosed, and the Releasor waives any and all rights and benefits which it now has, or in the future may have. Â Releasor acknowledges that factual matters now unknown to it may have given or may hereafter give rise to claims which are presently unknown, unanticipated and unsuspected, and it acknowledges that this Release has been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release, discharge and acquit the Releasee from any such unknown claims. Â Acceptance of this Release shall not be deemed or construed as an admission of liability by any party released. Â Releasor acknowledges that either (a) it has had advice of counsel of its own choosing in negotiations for and the preparation of this release, or (b) it has knowingly determined that such advice is not needed. Â SECTION 15: SPECIAL STIPULATIONS Â Â Â Â Â BUSINESS: Â ACCEPTANCE: Â Â Â Â Endeavor Crude, LLC Â This Agreement is accepted this 6th day of January, 2023. Â Â Â Â Jorgan Development, LLC, Manager of Â FINANCIAL INSTITUTION: Endeavor Crud LLC Â BlBANK Â Â Â Â Â By: /s/ James H. Ballengee Â By: /s/ Lauren Boudreaux Name: James H. Ballengee Â Name: Lauren Boudreaux Title: Manager Â Title: VP Commercial Banker Â This BusinessManagerÂ® Agreement with Businesses and Professionals has been prepared by the law firm of Ullman & Ullman, P.A. located at 150 East Palmetto Park Road, Boca Raton, Fl. and if you have any questions you may contact either Michael W. Ullman or Jared A. Ullman at 561-338-3535. Â 2015 Jack Henry & Associates, Inc. All Rights Reserved. BusinessManagerÂ® is a registered trademark of Jack Henry & Associates, Inc. 06/2015 Â Page 14 of 14 EX-10.51 19 vivakor_ex10-51.htm EXHIBIT 10.51 Â Exhibit 10.51 Â B1BANK â€“ LOAN NO. Â LOAN AND SECURITY AGREEMENT Â THIS LOAN AND SECURITY AGREEMENT (including all schedules, exhibits and appendices attached or otherwise identified therewith, as amended, modified or restated from time to time, this â€œAgreementâ€) dated as of NOVEMBER 12, 2020 (the â€œEffective Dateâ€), is between (a) B1BANK, a Louisiana banking corporation (together with its successors and assigns, â€œLenderâ€), (b) MERIDIAN EQUIPMENT LEASING LLC, a Texas limited liability company (â€œDebtorâ€), and (c) (i) WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œWhite Clawâ€), (ii) JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company (â€œJorganâ€), (iii) JAMES H. BALLENGEE, an individual residing in the State of Texas (â€œJ. Ballengeeâ€), (iv) WASKOM ENTERPRISES LLC, a Texas limited liability company (â€œEnterprisesâ€), (v) POSSE MONROE LLC, a Texas limited liability company (â€œMonroeâ€™), (vi) POSSE WASSON LLC, a Texas limited liability company (â€œWassonâ€), and (vii) SILVER FUELS PROCESSING LLC, a Texas limited liability company (â€œFuelsâ€). Â RECITALS Â WHEREAS, Obligor (a) has determined that Obligor will benefit specifically and materially from the Credit Facility contemplated by this Agreement, and (b) has requested and bargained for the structure, terms and obligations set forth in the Loan Documents. Â WHEREAS, Obligor and Lender, by this Agreement, desire and intend that the Loan and the Loan Documents comply in all respects with the MAIN STREET PRIORITY LOAN FACILITY established by the Board of Governors of the Federal Reserve System (â€œMSPLFâ€). Â WHEREAS, Lender is willing to make the Credit Facility available upon and subject to the provisions, terms and conditions set forth in the Loan Documents. Â NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows: Â 1.Â Definitions. As used in this Agreement, all exhibits, appendices and schedules hereto, and in any other Loan Documents made or delivered pursuant to this Agreement, the following terms will have the meanings given such terms in this SectionÂ 1 or in the provisions, sections or recitals herein: Â â€œAdvanceâ€ means any advance under the Credit Facility, which advance shall be part of the Loan. Â â€œAffiliateâ€ means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Â â€œAuthorizing Entityâ€ means the board of directors, shareholders, members, managers, trustee, general partner or other Person authorized or empowered to act on behalf of a Person pursuant to the Organizational Documents of such Person. Â â€œBeneficial Ownership Certificationâ€ means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation, in form and substance satisfactory to Lender in its Permitted Discretion. Â â€œBeneficial Ownership Regulationâ€ means 31 C.F.R. Â§ 1010.230. Â â€œBusiness Dayâ€ means any day other than a Saturday, Sunday or any other day on which the Federal Reserve Bank of Dallas, Texas, is closed. Â â€œCARES Actâ€ means the Coronavirus Aid, Relief, and Economic Security Act, or the CARES Act and applicable rules and regulations, as in effect on the date of Borrowerâ€™s successful application for the SBA PPP Loan. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 1 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œCollateralâ€ means: Â (a)Â All present and future accounts, chattel paper (including electronic chattel paper), commercial tort claims, commodity accounts, commodity contracts, deposit accounts, documents, financial assets, general intangibles (including any prepaid tariffs), health care insurance receivables, instruments, Intellectual Property, investment property, letters of credit, letter of credit rights, payment intangibles, securities, security accounts and security entitlements now or hereafter owned, held or acquired. Â (b)Â All present and hereafter acquired inventory and goods (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment or held for sale, lease, return or to be furnished under contracts of services, in whole or in part, wherever located. Â (c)Â All equipment (including motor vehicles, trailers, tractors and any equipment subject to any certificate of title) and fixtures of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all records relating in any way to the foregoing. Â (d) The Collateral Account. Â (e) The Property. Â (f)Â All of books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information pertaining directly or indirectly to the Collateral and all rights to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties. Â The term â€œCollateral,â€ as used herein, shall also include (a) any other property or assets, real or personal, tangible or intangible, now existing or hereafter acquired, of Obligor that may at any time be or become subject to a security interest or Lien in favor of Lender as security for the Indebtedness; and (b) all SUPPORTING OBLIGATIONS, PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, assets securities, guaranties or monies of Obligor which may at any time come into the possession of Lender. The designation of proceeds does not authorize Obligor to sell, transfer or otherwise convey any of the foregoing property except in the ordinary course of such Personâ€™s business or as otherwise provided herein. Â â€œCollateral Accountâ€ means any depository account or securities brokerage account pledged by White Claw or Meridian as Collateral for the Indebtedness (such pledge to be in form and content acceptable to Lender in its Permitted Discretion); including but without limitation (a) DEPOSIT ACCOUNT NO. 080030155945 having an initial balance of TWO MILLION, THREE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED FIFTY AND 00/100 DOLLARS ($2,334,750.00) with Lender in the name of White Claw, and (b) DEPOSIT ACCOUNT NO. 080030155958 with Lender in the name of Meridian having an initial balance of ONE MILLION EIGHT HUNDRED FORTY-ONE THOUSAND, TWO HUNDRED FIFTY AND 00/100 DOLLARS ($1,841,250.00). Â â€œCompliance Certificateâ€ means a certificate, substantially in the form of Exhibit A, prepared by and certified by a Responsible Officer. Â â€œControlâ€ means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. â€œControllingâ€ and â€œControlledâ€ have meanings correlative thereto. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 2 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œDebtâ€ means, of any Person as of any date of determination (without duplication): (a) all obligations of such Person for borrowed money; (b) all obligations of such Person evidenced by bonds, notes, debentures, or other similar instruments; (c) all obligations of such Person to pay the deferred purchase price of property, assets or services, except trade accounts payable of such Person arising in the ordinary course of business that are not past due by more than NINETY (90) days; (d) all capitalized lease obligations of such Person; (e) all debt or other obligations of others guaranteed by such Person; (f) all obligations secured by a Lien existing on property or assets owned by such Person, whether or not the obligations secured thereby have been assumed by such Person or are non-recourse to the credit of such Person; (g) any other obligation for borrowed money or other financial accommodations which in accordance with GAAP would be shown as a liability on the balance sheet of such Person; (h) any repurchase obligation or liability of a Person with respect to accounts, chattel paper or notes receivable sold by such Person; (i) any liability under a sale and leaseback transaction that is not a capitalized lease obligation; (j) any obligation under any so-called â€œsynthetic leases;â€ (k) any obligation arising with respect to any other transaction that is the functional equivalent of borrowing but which does not constitute a liability on the balance sheets of a Person; (l) all payment and reimbursement obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bankersâ€™ acceptances, surety or other bonds and similar instruments; (m) all liabilities of such Person in respect of unfunded vested benefits under any â€œPlanâ€ (within the meaning of SectionÂ 3(3) of ERISA); and (n) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interests in such Person or any other Person, valued, in the case of redeemable preferred stock interests, at the greater of its voluntary or involuntary liquidation preference plus all accrued and unpaid dividends. Â â€œDeed of Trustâ€ means (a) the DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT, or (b) such other security instrument or mortgage dated as of the Effective Date, executed by each Grantor party thereto for the benefit of Lender (as the same may be amended, modified or restated from time to time), covering the Property. Â â€œDefaultâ€ means any Event of Default or event which with notice and/or the passage of time would be an Event of Default. Â â€œDollarsâ€ and â€œ$â€ mean lawful money of the United States of America. Â â€œEnvironmental Lawsâ€ means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters. Â â€œEnvironmental Liabilitiesâ€ means, as to any Person, all liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages, treble damages, costs, expenses (including, without limitation, all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit, order or agreement with any Governmental Authority or other Person, arising from environmental, health or safety conditions or the release or threatened release of a Hazardous Material into the environment, resulting from the past, present or future operations of such Person or its Affiliates. Â â€œEnvironmental Questionnaireâ€ has the meaning set forth in SectionÂ 5(k). Â â€œEnvironmental Risk Agreementâ€ means an ENVIRONMENTAL RISK AGREEMENT, whether one or more, executed by any Obligor (as the same may be amended, restated or modified from time to time). Â â€œEvent of Defaultâ€ has the meaning set forth in SectionÂ 11. Â â€œExisting Credit Facilityâ€ shall mean certain Debt as set forth on Schedule II attached thereto. Â â€œGAAPâ€ means generally accepted accounting principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified

Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the relevant date. Accounting principles are applied on a â€œconsistent basisâ€ when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in the preceding period. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 3 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œGovernmental Authorityâ€ means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. Â â€œGovernmental Record Searchâ€ has the meaning set forth in SectionÂ 5(k). Â â€œGrantorâ€ means each Obligor executing a Deed of Trust in favor of Lender. Â â€œGuarantorâ€ means any Person (including, without limitation, J. Ballengee), whether one or more, who from time to time guarantees all or any part of the Indebtedness. Â â€œGuarantyâ€ means a GUARANTY AGREEMENT, whether one or more, executed by Guarantor (as the same may be amended, restated or modified from time to time). Â â€œHazardous Materialsâ€ means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, and all other substances or wastes of any nature regulated pursuant to any Environmental Law. Â â€œIndebtednessâ€ means (a) all indebtedness, obligations and liabilities of Debtor to Lender now existing or hereafter arising under the Note, this Agreement, and any of the other Loan Documents; (b) all accrued but unpaid interest on any of the indebtedness described in (a) above; (c) all obligations of Obligor (other than Debtor) to Lender under the Loan Documents; (d) all costs and expenses incurred by Lender in connection with the collection and administration of all or any part of the indebtedness and obligations described in (a), (b) and (c) above or the protection or preservation of, or realization upon, the Collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneysâ€™ fees; and (e) all renewals, extensions, modifications and rearrangements of all or any part of the indebtedness and obligations described in (a), (b), (c) and (d) above. Â â€œIndefeasibly Paidâ€ means (a) with respect to the making of any payment on or in respect of any Indebtedness, that such payment of such Indebtedness has been paid in full in cash (or that such payment of such Indebtedness has been otherwise satisfied in a manner acceptable to Lender in it Permitted Discretion), and (b) that any and all commitments by Lender to make any loan or advance or extend any other credit that would, if made or extended, constitute Indebtedness have been irrevocably terminated. Â â€œIntellectual Propertyâ€ means the copyrights, copyright licenses, patents, patent licenses, trademarks and trademark licenses now owned or hereafter acquired by Obligor. Â â€œLenderâ€™s Counselâ€ is defined on the signature pages hereto. Â â€œLienâ€ means any lien, mortgage, security interest, tax lien, pledge, charge, hypothecation, assignment, preference, priority, or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law, or otherwise. Â â€œLoanâ€ means all Advances (whether one or more) under the Credit Facility as established pursuant to the Loan Documents from time to time. Â â€œLoan Documentsâ€ means this Agreement, the Note, the Guaranty, the Deed of Trust, the Environmental Risk Agreement and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Loan. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 4 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œMaterial Adverse Effectâ€ means any act, event, condition, or circumstance which would materially and adversely affect: (a) the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise); (b) the ability of Obligor to perform its obligations under any Loan Document to which it is a party; or (c) the legality, validity, binding effect or enforceability against Obligor of any Loan Document to which it is a party. Â â€œMSPLFâ€ means the MAIN STREET PRIORITY LOAN FACILITY established by the Board of Governors of the Federal Reserve System. Â â€œMSPLF Rulesâ€ means all rules, regulations and issuances by the Reserve Bank relating to the MSPLF, including the FAQs, issued or amended by the Reserve Bank as in effect on the Effective Date. Â â€œNoteâ€ means, collectively, any promissory note evidencing all or part of the Indebtedness from time to time (as any such promissory note may be amended, modified or restated from time to time). Â â€œObligorâ€ means (individually and collectively) Debtor, Guarantor, White Claw, Jorgan, Enterprises, Monroe, Wasson, Fuels, and any other Person who (a) guarantied or is obligated to pay or perform all or any portion of the Indebtedness, or (b) pledged any Collateral for the Indebtedness. Â â€œOrganizational Documentsâ€ means (a) in the case of a corporation, its articles or certificate of incorporation and bylaws; (b) in the case of a general partnership, its partnership agreement; (c) in the case of a limited partnership, its certificate of limited partnership and partnership agreement; (d) in the case of a trust, its trust agreement; (e) in the case of a joint venture, its joint venture agreement; (f) in the case of a limited liability company, its articles of organization or certificate of formation and limited liability company agreement, operating agreement or regulations; and (g) in the case of any other entity, its organizational and governance documents and agreements. Â â€œPermitted Discretionâ€ means, with respect to Lender, a determination made in the exercise of Lenderâ€™s commercially reasonable (from the perspective of a secured lender) business judgment. Â â€œPermitted Encumbrancesâ€ means the following encumbrances: (a) Liens for taxes, assessments or governmental charges or levies not yet due and payable or Liens for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP; (b) Liens in respect of property of a Person imposed by law which were incurred in the ordinary course of business and which have not arisen to secure Debt for borrowed money, such as carriersâ€™, materialmenâ€™s, warehousemenâ€™s and mechanicsâ€™ Liens, statutory and common law landlordâ€™s Liens, and other similar Liens arising in the ordinary course of business, and which either (i) do not in the aggregate materially detract from the value of such property or materially impair the use thereof in the operation of the business of a Person, or (ii) are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property subject to such Lien; (c) (i) Liens created by or pursuant to the Loan Documents, or (ii) Liens securing Debt to Lender which shall be pari passu with the Liens granted to Lender under the Loan Documents; (d) Liens in existence on the Effective Date which are listed, and the property subject thereto described, in Schedule I, without giving effect to any extensions or renewals thereof; (e) Liens arising from judgments, decrees, awards or attachments in circumstances not constituting an Event of Default; (f) Liens (i) incurred or deposits made in the ordinary course of business in connection with general insurance maintained by a Person, (ii) incurred or deposits made in the ordinary course of business of a Person in connection with workersâ€™ compensation, unemployment insurance and social security, (iii) to secure the performance by any Person of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) to the extent incurred in the ordinary course of business, and (iv) to secure the performance by a Person of leases of real property, to the extent incurred or made in the ordinary course of business consistent with past practices; (g) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of a Person; (h) easements, rights-of-way, restrictions, minor defects or irregularities in title, encroachments and other similar charges or encumbrances, in each case not securing Indebtedness and not interfering in any material respect with the ordinary conduct of the business of a Person; (i) Liens arising from precautionary UCC financing statements regarding operating leases; Â LOAN AND SECURITY AGREEMENT â€“ PAGE 5 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (j) Liens created pursuant to or in connection with capital leases permitted pursuant to this Agreement, provided that (i) such Liens only serve to secure the payment of rent or Debt arising under such capital leases, and (ii) the Liens encumbering the assets leased or purported to be leased under such capital leases do not encumber any other assets of a Person; (k) (i) Liens, charges, encumbrances, security interests, and adverse claims whatsoever, if any, set forth on Schedule B to the mortgagee title insurance policy issued to Lender to the extent the same are valid and subsisting and affect the Property, (ii) as to any particular real property at any time, such easements, encroachments, covenants, rights of way, minor defects, irregularities or encumbrances on title which would not reasonably be expected to materially impair such real property for the purpose for which it is held by the mortgagor or grantor thereof, or the Lien or hypothec held by Lender, (iii) zoning and other municipal ordinances which are not violated in any material respect by the existing improvements and the present use made by the mortgagor or grantor thereof of the premises, (iv) general real estate taxes and assessments not yet delinquent, (v) any Lien that would be disclosed on a true, correct and complete survey of the real property that does not materially affect the use or enjoyment of the real property as it is currently being used, and (vi) such other similar items as Lender may consent to; and (l) Liens in assets arising pursuant to purchase money security interests securing Debt representing the purchase price of assets acquired after the Effective Date; provided that (i) any such Liens attach only to the assets so purchased, upgrades thereon and, if the asset so purchased is an upgrade, the original asset itself (and such other assets financed by the same financing source), (ii) the Debt secured by any such Lien does not exceed the purchase price of the property being purchased at the time of the incurrence of such Debt, and (iii) the Debt secured thereby is permitted to be incurred pursuant to this Agreement. Â â€œPermitted Tax Distributionsâ€ means, with respect to any Person, any dividend or distribution to any holder of such Personâ€™s stock or other equity interests to permit such holders to pay federal income taxes and all relevant state and local income taxes at a rate equal to the highest marginal applicable tax rate for the applicable tax year, however denominated (together with any interest, penalties, additions to tax, or additional amounts with respect thereto) imposed as a result of taxable income attributed to such holder as a partner of such Person under federal, state, and local income tax laws, determined on a basis that combines those liabilities arising out of the net effect of the income, gains, deductions, losses, and credits of such Person and attributable to it in proportion and to the extent in which such holders hold stock or other equity interests of such Person. Â â€œPersonâ€ means any individual, corporation, limited liability company, trust (business or otherwise), association, company, partnership (general or limited), joint venture, Governmental Authority, or other entity, and shall include such Personâ€™s heirs, administrators, personal representatives, executors, successors and assigns. Â â€œPledgorâ€ means Monroe, Wasson and Fuels. Â â€œPropertyâ€ has the meaning set forth in the Deed of Trust. Â â€œReserve Bankâ€ means, collectively, the FEDERAL RESERVE BANK OF BOSTON and/or the BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. Â â€œResponsible Officerâ€ means the Person designated by any Person to act on behalf of such Person; provided that such designated Person may not designate any other Person to be a Responsible Officer. Any document delivered hereunder that is signed by a Responsible Officer of such Person shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person. Â â€œSBA PPP Loanâ€ means the loan incurred by the Debtor under 15 U.S.C. 636(a)(36) (as added to the Small Business Act by SectionÂ 1102 of the CARES Act). Â â€œSmall Business Actâ€ means the Small Business Act (15 U.S. Code Chapter 14A â€“ Aid to Small Business). Â â€œSPVâ€ means MS FACILITIES LLC, the special purpose entity established by the Reserve Bank to purchase participation interests in MSPLF loans from time to time as such entity may be substituted or replaced from time to time. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 6 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œSubsidiaryâ€ means any entity (a) of which at least a majority of the ownership, equity or voting interest is at the time directly or indirectly owned or controlled by a Person and/or its Subsidiaries, and (b) which is treated as a subsidiary in accordance with GAAP. Â â€œUCCâ€ means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Texas; provided, that to the extent that the UCC is used to define any term herein or in any Loan Document and such term is defined differently in different articles or divisions of the UCC, the definition of such term contained in Article 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lenderâ€™s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Texas, the term â€œUCCâ€ shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Â All words and phrases used herein shall have the meaning specified in the UCC except to the extent such meaning is inconsistent with this Agreement. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words â€œhereof,â€ â€œhereinâ€ and â€œhereunderâ€ and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Any accounting term used in the Loan Documents shall have, unless otherwise specifically provided therein, the meaning customarily given such term in accordance with GAAP, and all financial computations thereunder shall be computed, unless otherwise specifically provided therein, in accordance with GAAP consistently applied; provided, that all financial covenants and calculations in the Loan Documents shall be made in accordance with GAAP as in effect on the Effective Date unless Debtor and Lender shall otherwise specifically agree in writing. That certain items or computations are explicitly modified by the phrase â€œin accordance with GAAPâ€ shall in no way be construed to limit the foregoing. Â 2. Credit Facility. Â (a)Â Term Loan. Subject to the terms and conditions set forth in this Agreement and the other Loan Documents, Lender hereby agrees to lend to Debtor in a single Advance the sum of TWELVE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO100 DOLLARS ($12,275,000.00) (the â€œCredit Facilityâ€), which shall be due and payable on the EARLIER of: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) NOVEMBER 12, 2025; or (iii) such earlier date as payment is required under the Note. Amounts borrowed under the Credit Facility may not be reborrowed. Â (b)Â Use of Proceeds. The Advance under the Credit Facility shall be used by Debtor for (i) the repayment of certain existing Debt, and (ii) its general working capital purposes and for such other general corporate purposes as are consistent with all applicable law. Â (c)Â Fees. Debtor agrees to pay to Lender (i) an origination fee (the â€œOrigination Feeâ€) equal to ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($122,755.00) for the establishment of the Credit Facility, and (ii) a transaction fee (the â€œTransaction Feeâ€) equal to ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($122,755.00) in respect of the MSPLF. The Origination Fee and the Transaction Fee shall be due and payable on the date of the Advance and shall be deemed fully earned as of the Effective Date. The Origination Fee shall compensate Lender for its costs and expenses in the structuring of the Credit Facility and (to the maximum extent permitted by applicable law) shall not be deemed interest. The Transaction Fee shall compensate Lender for its fee payable to the SPV under the MSPLF. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 7 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 3.Â Note, Rate and Computation of Interest. The Credit Facility established pursuant to the Loan Documents shall be evidenced by a Note duly executed by Debtor and payable to the order of Lender, in form and substance acceptable to Lender. Interest on the Note shall accrue at the rates set forth therein. The principal of and interest on the Note shall be due and payable in accordance with the terms and conditions set forth in such Note and in this Agreement. All payments under this Agreement and the other Loan Documents shall be made to Lender at Lenderâ€™s offices as set forth herein in Dollars and immediately available funds, without setoff, deduction or counterclaim, and free and clear of all taxes, at the time and in the manner provided in such Note. NOTWITHSTANDING ANY PROVISION SET FORTH IN THE NOTE OR ANY LOAN DOCUMENT IF, ON ANY DATE (SUCH DATE, A â€œTRIGGER DATEâ€) THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM OR A DESIGNEE THEREOF HAS, AFTER CONSULTATION WITH LENDER IN WRITING THAT DEBTOR HAS MATERIALLY BREACHED, MADE A MATERIAL MISREPRESENTATION WITH RESPECT TO OR OTHERWISE FAILED TO COMPLY WITH CERTIFICATIONS IN SECTION 2 (CARES ACT BORROWER ELIGIBILITY CERTIFICATIONS AND COVENANTS) OR SECTION 3 (FRA AND REGULATION A BORROWER ELIGIBILITY CERTIFICATIONS) OF THE BORROWER CERTIFICATIONS AND COVENANTS IN ANY MATERIAL RESPECT OR THAT ANY SUCH CERTIFICATION HAS FAILED TO BE TRUE AND CORRECT IN ANY MATERIAL RESPECT, THEN LENDER SHALL PROMPTLY SO NOTIFY DEBTOR AND DEBTOR SHALL, NO LATER THAN TWO (2) BUSINESS DAYS AFTER SUCH TRIGGER DATE, PREPAY THE LOAN IN FULL, ALONG WITH ANY ACCRUED AND UNPAID INTEREST THEREON. Â 4. Collateral. Â (a)Â Grant of Security Interest. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, (i) Debtor and White Claw hereby pledges to and grants Lender, a security interest in, all of such Personâ€™s right, title and interest in the Collateral, (ii) Grantor hereby pledges to and grants Lender, a security interest in, all of such Personâ€™s right, title and interest in the Property described in the Deed of Trust executed by such Person, and (iii) Pledgor hereby pledges to and grants Lender, a security interest in, all of such Personâ€™s right, title and interest in all equipment (including motor vehicles, trailers, tractors and any equipment subject to any certificate of title) of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned, together with all proceeds, replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all records relating in any way to the foregoing. If Obligor at any time holds or acquires a commercial tort claim relating to the Collateral pledged by such Person, such Person shall notify Lender in writing within FIVE (5) Business Days of such occurrence with the details thereof and grant to Lender a security interest therein or Lien thereon and in the proceeds thereof, in form and substance satisfactory to Lender. If the security interest granted hereby in any rights of any Person under any contract or other agreement included in the Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article 9 of the UCC or other applicable law, but is otherwise limited by that prohibition. Obligor acknowledges and agrees that any Debt to Lender of Debtor and/or White Claw and Lien securing such Debt shall be pari passu with the Lien securing the Indebtedness. Â (b) Obligor Remains Liable. Notwithstanding anything to the contrary contained herein, (i) Obligor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of such Personâ€™s duties and obligations thereunder

to the same extent as if this Agreement had not been executed; (ii) the exercise by Lender of any of its rights hereunder shall not release such Person from any of its duties or obligations under the contracts and agreements included in the Collateral and (iii) Lender shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of such Person thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 8 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (c)Â Additional Documents; Errors and Omissions. TO SECURE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE INDEBTEDNESS, OBLIGOR SHALL EXECUTE AND DELIVER OR CAUSE TO BE EXECUTED AND DELIVERED ALL OF THE LOAN DOCUMENTS REQUIRED BY LENDER IN THE EXERCISE OF ITS PERMITTED DISCRETION TO CARRY OUT THE PROVISIONS AND PURPOSES OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND TO CREATE, PRESERVE, AND PERFECT THE LIENS OF LENDER IN THE COLLATERAL. IN THE EVENT ANY OF THE LOAN DOCUMENTS EVIDENCING OR SECURING THE INDEBTEDNESS MISREPRESENTS OR INACCURATELY REFLECTS THE CORRECT TERMS AND/OR PROVISIONS OF THE INDEBTEDNESS, OBLIGOR SHALL UPON REQUEST BY LENDER AND IN ORDER TO CORRECT SUCH MISTAKE, EXECUTE SUCH NEW DOCUMENTS OR INITIAL CORRECTED, ORIGINAL DOCUMENTS AS LENDER MAY DEEM NECESSARY IN ITS PERMITTED DISCRETION TO REMEDY SAID ERRORS OR MISTAKES. OBLIGOR SHALL EXECUTE SUCH OTHER DOCUMENTS AS LENDER SHALL DEEM NECESSARY IN ITS PERMITTED DISCRETION TO CORRECT ANY DEFECTS OR DEFICIENCIES IN THE LOAN DOCUMENTS. OBLIGORâ€™S FAILURE TO EXECUTE SUCH DOCUMENTS AS REQUESTED SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS AGREEMENT. Â (d)Â Setoff. As further security for the Indebtedness, Debtor grants to Lender a FIRST (1st) Lien and contractual right of set-off in and to all money and property of Debtor now or at any time hereafter coming within the custody or control of Lender, including (without limitation) all deposit accounts, whether such deposit accounts have matured or not, and whether the exercise of such right of set- off results in loss of interest or other penalty under the terms of the deposit account agreement. It is further agreed that Lender shall have a FIRST (1st) Lien on all deposits and other sums at any time credited by or due from Lender to Debtor as security for the payment of the Indebtedness, and Lender, at its option after the occurrence of a Default may without notice and without any liability, hold all or any part of any such deposits or other sums until all amounts owing under the Loan Documents have been paid in full, and/or Lender may apply or set-off all or any part of any such deposits or other sums credited by or due from Lender to or against any sums due under the Loan Documents in any manner and in any order of preference which Lender, in its sole discretion, chooses. The rights and remedies of Lender hereunder are in addition to any other rights and remedies (including, without limitation, other rights of setoff) which Lender may have. Â (e)Â Cross-Collateralization and Cross-Default. Obligor and Lender contemplate that Debtor and/or White Claw and Lender have engaged or may, from time to time, engage in various loan transactions and that from time to time other circumstances may arise, in which Debtor or White Claw becomes obligated to Lender, including transactions of a type that are very different from the transactions evidenced by the Loan Documents, including by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, deeds of trust, or any other method or means (each a â€œLoan Obligationâ€). Unless otherwise expressly agreed in writing, Obligor and Lender agree that all such transactions will be secured by the Collateral, and that the Indebtedness arising under this Agreement and the other Loan Documents will be secured by any collateral granted in connection with such Loan Obligation (including, without limitation, any Loan Obligation owing by Debtor and/or White Claw to Lender) and the Liens securing the Indebtedness and the Loan Obligations shall be pari passu. Repayment of all Indebtedness and performance of all other obligations under this Agreement by Debtor and/or White Claw shall not terminate Lenderâ€™s security interests in the Collateral, unless Lender executes a written release. Unless otherwise agreed in writing, if any default occurs under any Loan Obligation, then Lender may declare an Event of Default hereunder and an Event of Default hereunder shall be a default under such Loan Obligation. Lenderâ€™s failure to exercise its right of cross-default shall not constitute a waiver by Lender of such right. OBLIGOR AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO LENDERâ€™S AGREEMENT TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS AND LENDER WOULD NOT ENTER INTO SUCH TRANSACTIONS EXCEPT IN RELIANCE ON THE PROVISIONS SET FORTH HEREIN. Â (f)Â Satisfaction of Indebtedness. Until the Indebtedness and any Loan Obligation has been Indefeasibly Paid and fully satisfied(other than contingent indemnification obligations to the extent no unsatisfied claim has been asserted) and the commitments of Lender under the Credit Facility have been terminated, Lender shall be entitled to retain the security interests in the Collateral granted under the Loan Documents and the ability to exercise all rights and remedies available to Lender under the Loan Documents and applicable laws. Notwithstanding anything contained herein to the contrary, Lender agrees to release Collateral upon payment of a sum equal to the advance rate assigned to such Collateral in connection with the Loan, or the pledge of additional collateral (such pledge to be in form and content satisfactory to Lender in its Permitted Discretion) having a value (which calculated in accordance with the advance rate utilized by Lender with respect to such Collateral will provide Lender with the coverage required in connection with the Loan). Â LOAN AND SECURITY AGREEMENT â€“ PAGE 9 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 5.Â Conditions Precedent. The obligation of Lender to make the Advance under the Credit Facility is subject to the condition precedent that Lender shall have received, or such condition shall be otherwise satisfied, to Lenderâ€™s satisfaction in the exercise of its Permitted Discretion: Â (a)Â Closing Certificate. With respect to each Obligor that is not a natural person, a CLOSING CERTIFICATE executed by a Responsible Officer of Obligor which certifies: (i) the resolutions of such Person as adopted by such Personâ€™s Authorizing Entity authorizing the execution, delivery, and performance of the Loan Documents that Obligor is a party to; (ii) certificates of the appropriate government officials of the state of organization of Obligor and any Authorizing Entity of Obligor, and any state any such Person is currently doing business as to the existence, qualification and good standing of such Person, dated no more than TEN (10) days prior to the Effective Date; (iii) the true and correct Organizational Documents of Obligor and (iv) the names of the Responsible Officer authorized to sign the Loan Documents that Obligor is a party to, together with specimen signatures of such Persons. Â (b) Loan Documents. The Loan Documents executed by Obligor party thereto. Â (c)Â Lien Search. The results of a UCC or other Lien search showing all financing statements and other documents or instruments on file against Obligor in such locations as Lender may request in its Permitted Discretion, dated no more than TEN (10) days prior to the Effective Date. Â (d)Â Financing Statements, Mortgages, and other Security Filings. UCC financing statements, mortgages and liens on equipment covered by certificates of title shall have been filed with such filing offices as Lender may request. Â (e)Â MSPLF Certifications. All Obligor certifications and other Loan Documents required by the MSPLF Rules. Â (f)Â Commitment to Participate. A commitment letter from SPV that it will purchase a participation interest equal to NINETY-FIVE PERCENT (95.00%) of the aggregate principal amount of the Loan under the MSPLF (the â€œParticipation Interestâ€). Â (g)Â Opinion of Obligorâ€™s Counsel. The opinion of Obligorâ€™s counsel as to (i) the existence and due organization of Obligor (if not a natural Person) or the legal capacity of Obligor (if a natural Person); (ii) the due authorization and execution of the Loan Documents; (iii) the enforceability of the Loan Documents; (iv) the perfection of Lenderâ€™s security interest in the Collateral, (v) the Loan Document and the transaction contemplated thereby comply with the requirements for a Loan under the MSPLF, and (vi) such other matters as may be requested by Lender and its counsel in the exercise of Lenderâ€™s Permitted Discretion. Â (h)Â Insurance Matters. Copies of insurance certificates describing all insurance policies as may be required by Lender, together with loss payee and lender endorsements in favor of Lender with respect to all insurance policies covering the Collateral. Â (i)Â Fees and Expenses. Evidence that the costs and expenses of Lender (including reasonable attorneysâ€™ fees) and all fees owing to Lender, shall have been paid in full by Debtor, including the fees required by the MSPLF. Â (j)Â Real Property. (i) A binding commitment for title insurance policy in form and substance and from a title insurance company satisfactory to Lender, agreeing to issue a mortgagee policy of title insurance insuring the Lien of Lender on the Property, with such endorsements and affirmative coverage as Lender may request in its Permitted Discretion, (ii) evidence satisfactory to Lender that the Property is not located within a â€œspecial flood hazard areaâ€ as designated on maps prepared by the Federal Emergency Management Agency (FEMA) or within any â€œwetlandsâ€ area as designated and defined by The Federal Manual for Identifying and Delineating Jurisdictional Wetlands (or successor standard specified by Lender), and (iii) a survey of the Property reasonably acceptable to Lender. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 10 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (k)Â Environmental Matters. (i) An Environmental Questionnaire, (ii) a Governmental Record Search, or (iii) a Phase I environmental report (jointly addressed to Grantor holding title to such Property and Lender or an appropriate reliance letter addressed to Lender) covering the Property (each of the forgoing being an â€œEnvironmental Reportâ€), in form and content acceptable to Lender in its Permitted Discretion. Grantor agrees that Lender may disclose the contents of such environmental report to Governmental Authorities and Obligor shall deliver to Lender the written consent to such disclosure from the respective environmental consultant (if any). Â (l)Â Appraisal. If so requested by Lender, an appraisal covering the Property addressed to Lender, in form and content acceptable to Lender, in its Permitted Discretion, and conducted and prepared by an appraiser acceptable to Lender. The appraisal shall comply with all appraisal requirements of Lender and any Governmental Authority and shall reflect a fair value for the Property equal to or in excess of that specified by Lender as a condition to making credit and other financial accommodations available pursuant to this Agreement. Â (m)Â Other Matters. Such other documents and agreements as may be required by Lender in its Permitted Discretion. Â FOR THE AVOIDANCE OF DOUBT, OBLIGOR AND LENDER INTEND TO EXECUTE THE LOAN DOCUMENTS PRIOR TO FUNDING THE LOAN. AFTER EXECUTION OF THE LOAN DOCUMENTS, LENDER WILL SUBMIT THE EXECUTED LOAN DOCUMENTS TO THE RESERVE BANK AND SPV TO OBTAIN THE SPVâ€™S BINDING COMMITMENT TO PURCHASE A PARTICIPATION INTEREST AS HEREAFTER DESCRIBED. THEREFORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ADDITION TO ALL OF THE OTHER CONDITIONS PRECEDENT TO THE MAKING OF THE LOAN, LENDER SHALL HAVE NO OBLIGATION TO FUND THE LOAN UNLESS AND UNTIL LENDER SHALL HAVE RECEIVED THE COMMITMENT LETTER DESCRIBED IN SECTION 5(f) ABOVE. Â 6.Â Representations and Warranties.Â Obligor hereby represents and warrants to Lender (with respect to such Obligor) as follows: Â (a)Â Existence; Location. Obligor (if not a natural person) (i) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; (ii) has all requisite power and authority to own its assets and carry on its business as now being or as proposed to be conducted; and (iii) is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would have a Material Adverse Effect. Obligor has the power and authority to execute, deliver, and perform its obligations under the Loan Documents to which it is or may become a party. Obligorâ€™s exact legal name, jurisdiction of organization, type of entity, and the location of its principal place of business, or chief executive office (or principal residence if Obligor is a natural person) and of the books and records relating to Obligor are disclosed as set forth in this Agreement. Obligor has no places of business except those disclosed in writing to Lender. Obligor has not changed its name, jurisdiction of organization, principal place of business, or chief executive office (or principal residence if Obligor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past FIVE (5) years except as set forth in the business organization records of their respective states of organization, or disclosed to Lender in writing prior to the date hereof. Obligorâ€™s exact legal name is set forth in the introductory paragraph hereto. Â (b)Â Binding Obligations. The execution, delivery, and performance of the Loan Documents by Obligor has been duly authorized by all necessary action by Obligor, and constitute legal, valid and binding obligations of Obligor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditorsâ€™ rights and except to the extent specific remedies may generally be limited by equitable principles. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 11 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (c)Â No Consent. The execution, delivery and performance of the Loan Documents, and the consummation of the transactions contemplated thereby, do not (i) conflict with, result in a violation of, or constitute a default under (1) any provision of the Organizational Documents (if any) or other instrument binding upon Obligor, (2) any law, governmental regulation, court decree or order applicable to Obligor, or (3) any contractual obligation, agreement, judgment, license, order or permit applicable to or binding upon Obligor, (ii) require the consent, approval or authorization of any third party which consent, approval or authorization has not been obtained by Obligor and disclosed in writing to Lender, or (iii) result in or require the creation of any Lien, charge or encumbrance upon any property or asset of Obligor except as may be expressly contemplated in the Loan Documents. No consent is required for the exercise by Lender of the rights provided for in the Loan Documents or the remedies in respect of the Collateral pursuant to the Loan Documents (except as may be required in connection with the disposition of certain Collateral by applicable law, regulation or judicial decision). Â (d)Â Financial Condition. Each financial statement of Debtor supplied to Lender truly discloses and fairly presents such Personâ€™s financial condition as of the date of each such statement. There has been no material adverse change in such financial condition or results of operations of Debtor subsequent to the date of the most recent financial statement supplied to Lender. All projections delivered by Debtor to Lender have been prepared in good faith, with care and diligence and use assumptions that are reasonable under the circumstances at the time such projections were prepared and delivered to Lender and all such assumptions are disclosed in the projections. Â (e)Â Operation of Business. Debtor possesses all contracts, licenses, permits, franchises, or rights thereto, necessary to conduct its businesses substantially as now conducted and as presently proposed to be conducted, and Debtor is not in violation of any valid rights of others with respect to any of the foregoing, except any violations that would not reasonably be expected to have a Material Adverse Effect. Â (f)Â Litigation and Judgments. There is no action, suit, investigation, or proceeding before or by any Governmental Authority or arbitrator pending, or to the knowledge of Debtor, threatened against or affecting Debtor that would, if adversely determined, have a Material Adverse Effect. There are no outstanding judgments against Obligor. Â (g) Debt. Debtor has no Debt other than the Permitted Debt. Â (h)Â Disclosure. No statement, information, report, representation, or warranty made by Obligor in the Loan Documents or furnished to Lender in connection with the Loan Documents or any of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to Debtor which would reasonably be expected to have a Material Adverse Effect that has not been disclosed in writing to Lender. The information included in the Beneficial Ownership Certification is true and correct in all respects. Â (i)Â Agreements. Debtor is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate or other organizational restriction which would reasonably be expected to have a Material Adverse Effect. Debtor is not in default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to its business. Â (j)Â Compliance with Laws. Debtor is not in violation of any law, rule, regulation, order, or decree of any Governmental Authority or arbitrator, the violation of which would reasonably be expected to have a Material Adverse Effect. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 12 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (k)Â Taxes; Governmental Charges. Obligor has filed all federal, state and local tax reports and returns required by any law or regulation to be filed by it and has either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provision for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected. Obligor has no knowledge of any pending investigation of such Person by any taxing authority or any pending but unassessed tax liability. Â (l)Â Use of Proceeds; Margin Securities. Debtor is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of regulations of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying margin stock. Â (m) Solvency. On the Effective Date and after giving effect to the Advance, Debtor will be solvent. Â (n)Â ERISA. Debtor is in compliance in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations and published interpretations thereunder (â€œERISAâ€). Neither a reportable event nor a prohibited transaction has occurred and is continuing with respect to any plan. No notice of intent to terminate a plan has been filed, nor has any plan been terminated. No circumstances exist which constitute grounds entitling the Pension Benefit Guaranty Corporation or any entity succeeding to all or any of its functions under ERISA (the â€œPBGCâ€) to institute proceedings to terminate, or appoint a trustee to administer, a plan, nor has the PBGC instituted any such proceedings. Neither Debtor nor any ERISA Affiliate (as defined below) has completely or partially withdrawn from a multiemployer plan. Debtor and each ERISA Affiliate have met their minimum funding requirements under ERISA with respect to all of their plans, and the present value of all vested benefits under each plan do not exceed the fair market value of all plan assets allocable to such benefits, as determined on the most recent valuation date of the plan and in accordance with ERISA. Neither Debtor nor any ERISA Affiliate has incurred any liability to the PBGC under ERISA. â€œERISA Affiliateâ€ means each trade or business (whether or not incorporated) which together with Debtor would be deemed to be a â€œsingle employerâ€ within the meaning of sectionÂ 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of sectionÂ 414 of the Internal Revenue Code of 1986. Â (o)Â Regulated Entities. Debtor is not (i) an â€œinvestment companyâ€ or a company â€œcontrolledâ€ by an â€œinvestment companyâ€ within the meaning of the Investment Company Act of 1940 or (ii) subject to regulation under the Federal Power Act, the Interstate Commerce Act, any state public utilities code, or any other federal or state statute, rule

or regulation limiting its ability to incur Debt, pledge its assets or perform its obligations under the Loan Documents. Â (p)Â Customer Identification â€“ USA Patriot Act Notice; OFAC. Lender hereby notifies Debtor that pursuant to the requirements of the Patriot Act and Lenderâ€™s policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Debtor, which information includes the name and address of Debtor and such other information that will allow Lender to identify Debtor in accordance with the Patriot Act. Debtor represents and covenants that it is not and will not become a Person (individually, a â€œProhibited Personâ€) listed on the OFAC List or otherwise subject to any other prohibitions or restriction imposed by any laws, rules or regulations administered by OFAC (collectively the â€œOFAC Rulesâ€). Debtor represents and covenants that it also (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting and will not act for or on behalf of a Prohibited Person, (iii) is not otherwise associated with and will not become associated with a Prohibited Person, (iv) is not providing and will not provide any material, financial or technological support for or financial or other service to or in support of acts of terrorism for a Prohibited Person. Debtor will not permit the transfer of any interest in Debtor to a Prohibited Person. Debtor shall notify Lender if Debtor has knowledge that Debtor or any member or beneficial owner of Debtor is or becomes a Prohibited Person or is indicted on or arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Debtor covenants to promptly notify Lender of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of Debtorâ€™s beneficial owners identified therein. Debtor will not enter into any transaction or undertake any activities related to the Loan in violation of any anti-money laundering laws (the â€œAnti-Money Laundering Lawsâ€). Debtor shall (i) not use or permit the use of any proceeds of the Loan in any way that will violate either the OFAC Rules or Anti-Money Laundering Laws, (ii) comply and cause all of its subsidiaries to comply with applicable OFAC Rules and Anti-Money Laundering Laws, (iii) provide information as Lender may require from time to time to permit Lender to satisfy its obligations under the OFAC Rules and/or the Anti- Money Laundering Laws, and (iv) not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the foregoing. Debtor shall immediately notify Lender after Debtor obtains actual knowledge that Debtor is a Prohibited Person or (i) is convicted of, (ii) pleads nolo contendere to, (iii) is indicted on, or (iv) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 13 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (q) Environmental Matters. Except for matters disclosed in writing to Lender: Â (i)Â Notice of Non-Compliance. Grantor granting a Lien in the Property and the Property are in full compliance with all Environmental Laws, except where non-compliance would not reasonably be expected to have a Material Adverse Effect. Grantor granting a Lien in the Property is not aware of, nor has such Person received notice of, any past, present, or future conditions, events, activities, practices, or incidents which may interfere with or prevent the compliance or continued compliance of such Person with all Environmental Laws except where non-compliance would be reasonably expected to have a Material Adverse Effect; Â (ii)Â Permits. Grantor granting a Lien in the Property and/or any tenant with respect to the Property has obtained all permits, licenses, and authorizations that are required under applicable Environmental Laws, and all such permits are in good standing and such Person is in compliance with all of the terms and conditions of such permits, except where non-compliance would not reasonably be expected to have a Material Adverse Effect; Â (iii)Â Hazardous Materials. No Hazardous Materials exist on, about, or within or have been used, generated, stored, transported, disposed of on, or released by Grantor granting a Lien in the Property or any tenant from the Property, except to the extent in compliance with Environmental Laws or where such action would not reasonably be expected to have a Material Adverse Effect. The use which Grantor granting a Lien in the Property or any tenant makes and intends to make of the Property will not result in the use, generation, storage, transportation, accumulation, disposal, or release of any Hazardous Material on, in, or from any of its properties or assets, except to the extent in compliance with Environmental Laws or where such action would not reasonably be expected to have a Material Adverse Effect; Â (iv)Â No Pending or Threatened Actions. To the knowledge of Grantor, granting a Lien in the Property, neither such Person or the Property is subject to any outstanding or threatened order from or agreement with any Governmental Authority or other Person or subject to any judicial or docketed administrative proceeding with respect to failure to comply with Environmental Laws; and Â (v)Â No Conditions. There are no conditions or circumstances associated with the Property or operations conducted thereon that would reasonably be expected to give rise to any Environmental Liabilities of Grantor granting a Lien in the Property. Â (r) Representations and Warranties Relating to the Collateral. Â (i)Â Information. All information supplied by Obligor to Lender with respect to the Collateral is true, correct, and complete in all material respects. Â (ii)Â Security Interest. Obligor has and will have at all times (1) good and valid rights in and title to the Collateral with respect to which Obligor has purported to grant a security interest hereunder, (2) full right, power and authority to grant a security interest in the Collateral to Lender in the manner provided herein, free and clear of any Lien, security interest or other charge or encumbrance other than for the Permitted Encumbrances. The Loan Documents create a legal, valid and binding security interest in favor of Lender in all now owned and hereafter acquired Collateral securing the Indebtedness. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 14 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (iii)Â No Financing Statements, Mortgages or Control Agreements. Other than the financing statements, mortgages and control agreements with respect to this Agreement, there are no other financing statements, mortgages or control agreements covering any Collateral, other than those evidencing Permitted Encumbrances. Â The foregoing representations and warranties will be true and correct in all respects with respect to any additional Collateral or additional specific descriptions of certain Collateral delivered to Lender in the future by Obligor. The failure of any of these representations or warranties or any description of Collateral therein to be accurate or complete shall not impair the security interest in any such Collateral. Â (s)Â MSPLF. Debtor is an â€œEligible Borrowerâ€ as defined by the MSPLF Rules and has executed the Borrower Certifications and Covenants required by the MSPLF Rules. Such Borrower Certifications and Covenants are true and correct in all material respects and are incorporated herein by reference. Â 7.Â Covenants. Until all Indebtedness is Indefeasibly Paid or performed, and Lender has no further commitment to lend under the Credit Facility, Obligor (as to such Obligor) agrees and covenants as follows: Â (a)Â Compliance. OBLIGOR SHALL COMPLY WITH, PERFORM, AND BE BOUND BY ALL COVENANTS AND AGREEMENTS IN THE LOAN DOCUMENTS THAT ARE APPLICABLE TO OBLIGOR, ITS ASSETS, OR ITS OPERATIONS, EACH OF WHICH IS HEREBY RATIFIED AND CONFIRMED INCLUDING THE INDEMNIFICATION AND RELATED PROVISIONS OF ANY LOAN DOCUMENT. Â (b)Â Maintenance of Existence; Conduct of Business. Each Obligor that is not a natural person shall preserve and maintain its existence and all of its leases, privileges, licenses, permits, franchises, qualifications, and rights that are necessary or desirable in the ordinary conduct of its business. Obligor shall conduct its business in accordance with existing business practices. Â (c)Â Maintenance of Properties. Each Obligor that is not a natural Person shall maintain, keep, and preserve all of its properties and assets (tangible and intangible) material to the proper conduct of its business in good working order and condition. Â (d)Â Taxes and Claims. Obligor shall pay or discharge at or before maturity or before becoming delinquent (i) all taxes, levies, assessments, and governmental charges imposed on it or its income or profits or any of its property or assets, and (ii) all lawful claims for labor, material, and supplies, which, if unpaid, might become a Lien upon any of its property or assets; provided, however, that such Person shall not be required to pay or discharge any tax, levy, assessment, or governmental charge which is being contested in good faith by appropriate proceedings diligently pursued, and for which adequate reserves in accordance with GAAP have been established. Â (e)Â Ownership and Liens; Impairment of Collateral. Obligor will maintain good and indefeasible title to the Collateral free and clear of all Liens, security interests, encumbrances or adverse claims, except for Permitted Encumbrances. Debtor will not, nor will it permit any subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, securing any Debt for borrowed money or any obligations evidenced by a bond, debenture, note, loan agreement or other similar instrument, or any guarantee of the foregoing, other than the following: Â (i) Liens securing the Indebtedness; Â LOAN AND SECURITY AGREEMENT â€“ PAGE 15 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (ii)Â Liens on real property in connection with loans with respect to which substantially all of the proceeds were used for acquisition, construction, fit-out, and/or renovation of the property; Â (iii) Junior Liens securing Permitted Debt; or Â (iv)Â Liens on receivables assets and related assets incurred in connection with a receivables facility, provided that such Debt is secured only by the newly acquired property. Â Obligor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except for Permitted Encumbrances. Obligor will defend at its expense Lenderâ€™s right, title and security interest in and to the Collateral against the claims of any third party. Obligor will not take any action that would in any manner impair the enforceability of Lenderâ€™s security interest in any Collateral. Obligor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall terminate following written notice from Lender upon the occurrence and during the continuation of an Event of Default. IN NO EVENT SHALL THE LOAN PAYMENTS OR LIENS IN FAVOR OF LENDER BE SUBORDINATED IN TERMS OF PRIORITY TO ANY OTHER LIENS, SECURITY INTERESTS OR ENCUMBRANCES OR DEBTS IN ANY MANNER THAT WOULD BE IN BREACH OF THE MSPLF RULES. Â (f)Â Inspection Rights. At any reasonable time and from time to time, during the regular business hours of Obligor, Obligor shall permit representatives of Lender: (i) to examine, inspect, review, evaluate and make physical verifications and appraisals of the Collateral in any manner and through any medium that Lender considers advisable; (ii) to examine, copy, and make extracts from its books and records; and (iii) to discuss Obligorâ€™s business, operations, and financial condition with its officers, employees, and independent certified public accountants, in each instance, at Debtorâ€™s expense. Â (g)Â Keeping Books and Records. Debtor shall maintain proper books of record and account in which full, true, and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities. Â (h)Â Compliance with Laws. Debtor shall comply in all material respects with all applicable laws, rules, regulations, orders, and decrees of any Governmental Authority or arbitrator, where the failure to comply would reasonably be expected to have a Material Adverse Effect. Â (i)Â Compliance with Agreements. Debtor shall comply in all material respects with all agreements, contracts, and instruments binding on it or affecting its properties or business, where the failure to comply would reasonably be expected to have a Material Adverse Effect. Â (j)Â ERISA. Debtor shall, and shall cause each of its Subsidiaries to, comply with all minimum funding requirements, and all other material requirements, of ERISA, if applicable, so as not to give rise to any liability thereunder. Â (k)Â Depository Relationship. Debtor shall use Lender as its principal depository bank for the maintenance of business, cash management, operating and administrative deposit accounts. Â (l)Â Debt. Debtor shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, or permit to exist any Debt, except (the â€œPermitted Debtâ€): Â (i) Debt to Lender or any Affiliate of Lender; Â (ii)Â Purchase money indebtedness and capitalized lease obligations or other Debt incurred in the ordinary course of business provided that such obligations are unsecured or secured by a Permitted Encumbrance only in the item acquired; Â LOAN AND SECURITY AGREEMENT â€“ PAGE 16 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (iii)Â Debt which is (1) subordinated to Lender on terms and conditions acceptable to Lender in its sole discretion as set forth on Schedule II (the â€œSubordinated Debtâ€), or (2) if not subordinated to Lender, which is otherwise set forth on Schedule II; Â (iv)Â The refinancing of any existing Debt within NINETY (90) days of the date of the maturity of such existing Debt; Â (v) Trade payables incurred in the ordinary course of business; and Â (vi)Â Debt arising under the Existing Credit Facility as set forth on Schedule II hereto; provided that Debtor shall pay such Debt in full upon receipt of the Advance sufficient to satisfy its obligations the Existing Credit Facility. Â (m)Â Other Changes. DEBTOR WILL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, (i) CREATE, INCUR OR ASSUME INDEBTEDNESS FOR BORROWED MONEY, INCLUDING CAPITAL LEASES, OTHER THAN INDEBTEDNESS EXPRESSLY PERMITTED BY THE LOAN DOCUMENTS, (ii) SELL, TRANSFER, MORTGAGE, ASSIGN, PLEDGE, LEASE (OTHER THAN IN THE ORDINARY COURSE OF BUSINESS), GRANT A SECURITY INTEREST IN OR ENCUMBER ANY OF DEBTORâ€™S ASSETS (EXCEPT AS EXPRESSLY PERMITTED BY THE LOAN DOCUMENTS), OR (iii) SELL ANY OF DEBTORâ€™S ACCOUNTS, EXCEPT TO LENDER. Â (n)Â Restricted Payments. Debtor shall not directly or indirectly, declare or pay any dividends or make any other payment or distribution (in cash, property, or obligations) on account of its equity interests, or redeem, purchase, retire, call, or otherwise acquire any of its equity interests, or permit any of its Subsidiaries to purchase or otherwise acquire any equity interest of Debtor or another Subsidiary of Debtor, or set apart any money for a sinking or other analogous fund for any dividend or other distribution on its equity interests or for any redemption, purchase, retirement, or other acquisition of any of its equity interests, or incur any obligation (contingent or otherwise) to do any of the foregoing. Notwithstanding the foregoing, and only for so long as Debtor is treated as an S corporation or partnership for federal income tax purposes, Debtor may make Permitted Tax Distributions on an annual basis. Â (o)Â Fundamental Change. Obligor (if not a natural Person) will not (i) make any material change in the nature of its business as carried on as of the Effective Date, (ii) amend or permit the amendment of any of its Organizational Documents, (iii) liquidate, merge or consolidate with or into any other Person, (iv) make a change in organizational structure or the jurisdiction in which it is organized, or (v) permit ANY change in the legal name or the state of organization. Each Obligor that is not a natural Person shall execute and deliver all such additional documents and perform all additional acts as Lender, in its sole discretion, may request in order to continue or maintain the existence and priority of its security interest in all of the Collateral. Â (p)Â Loans. Debtor will not make loans or guarantee any obligation of any other Person or entity other than (i) loans or advances to employees of Debtor not to exceed FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) in the aggregate outstanding at any time, including such loans and advances outstanding on the Effective Date, (ii) accounts receivable for sales of inventory and other products and services provided by Debtor to its respective customers in the ordinary course of business of Debtor, and (iii) commercial loans, advances and/or indebtedness to third parties outstanding on the Effective Date. Â (q)Â Transactions with Affiliates. No Obligor will enter into any transaction, including, without limitation, the purchase, sale or exchange of property or the rendering of any service, with any Affiliate of such Person, except in the ordinary course of business and pursuant to the reasonable requirements of such Personâ€™s business (upon prior written notice to Lender) and upon fair and reasonable terms no less favorable to Debtor than would be obtained in a comparable armâ€™s-length transaction with a Person or entity not an Affiliate of such Obligor. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 17 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (r)Â Waivers and Consents Relating to Real Property Interests. Upon the request of Lender, Debtor, White Claw, and Pledgor shall cause each mortgagee of real property owned by such Person and each landlord of real property leased by such Person to execute and deliver agreements satisfactory in form and substance to Lender by which such mortgagee or landlord (i) waives or subordinates any rights it may have in the Collateral, or (ii) consents to the mortgage or other encumbrance of such Personâ€™s interest in such real property. Â (s) Change in Control. Debtor shall not permit any change in Control of Debtor. Â (t)Â Disposition of Assets. No Obligor shall, directly or indirectly, sell, lease, assign, transfer, or otherwise dispose of any of its assets, except (i) dispositions of inventory in the ordinary course of business by such Person or (ii) dispositions, for fair value, of worn-out and obsolete equipment not necessary or useful to the conduct of business. Â (u)Â Environmental Protection. Obligor shall not conduct any activity or use any of its properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which Obligor would be responsible. Â (v)Â Prepayment of Debt. Debtor shall not, directly or indirectly, make any optional or voluntary payment, prepayment, repurchase or redemption of any Debt for borrowed money, except the Indebtedness (unless otherwise done in accordance with the normal course of business usage). Â (w)Â Accounting. Debtor shall not change its fiscal year or make any change (i) in accounting treatment or reporting practices, except as required by GAAP and disclosed to Lender, or (ii) in tax reporting treatment, except as required by law and disclosed to Lender. Â (x)Â Insurance. Obligor will maintain insurance, including but not limited to, fire insurance, comprehensive property damage, public liability, workerâ€™s compensation, business interruption and other insurance deemed necessary by Lender in the exercise of its Permitted Discretion. Obligor will, at its own expense, maintain insurance with respect to all Collateral in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Lender from time to time. Each policy of insurance maintained by Obligor shall (i) name such Person and Lender as insured parties thereunder (without any representation or warranty by or obligation upon Lender) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Lender notwithstanding any action, inaction or breach of representation or warranty by Obligor, and (iii) provide prior written notice of cancellation or of lapse shall be given to Lender by the insurer in accordance with the insurerâ€™s commercial practices as adopted from time to time. Obligor will deliver to Lender original or duplicate policies of such insurance. Obligor will also, at the request of Lender, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. All insurance payments in respect of loss of or damage to any Collateral shall be paid to Lender and applied by Lender in accordance with the Loan Documents, provided, however, that so long as no Default exists, Obligor may use such insurance payments for the repair or replacement of such lost or damaged property. Â (y)Â Notices of Material Events. Debtor will furnish to Lender prompt written notice of the following: Â (i) the occurrence of any Default; Â (ii)Â the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against Obligor that, if adversely determined, would reasonably be expected to result in a Material Adverse Effect; and Â (iii)Â any and all material adverse changes in Obligor financial condition and all claims made against Obligor that would materially affect the financial condition of Obligor. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 18 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â Each notice delivered under this Section shall be accompanied by a

statement of a Responsible Officer of Debtor setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto. Â (z)Â Accounts and General Intangibles. Debtor and White Claw will, except as otherwise provided herein, collect, at such Person own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor and White Claw may and, at Lenderâ€™s direction, will take such action not otherwise forbidden herein as such Person or Lender may deem reasonably necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor and White Claw will also duly perform and cause to be performed all of its material obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Debtor and White Claw also covenant and agree to take any action and/or execute any documents that Lender may reasonably request in order to comply with law relating to the assignment of the accounts. Â (aa) Certificates of Title. With respect to any item of equipment which is covered by a certificate of title and indication of a security interest on such certificate is required as a condition of perfection, Debtor, Meridian and/or Pledgor shall cause Lenderâ€™s security interest to be properly indicated thereon. Â 8.Â Financial Covenants. Until all Indebtedness is Indefeasibly Paid or satisfied, Guarantor agrees and covenants that it will, unless Lender shall otherwise consent in writing: Â (a)Â Liquidity Maintenance. Guarantor shall, at all times, maintain, free and clear of all Liens, non-exempt Liquid Assets (defined below) held in Guarantorâ€™s name having a Margin Value (as defined below) of not less than TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($2,500,000.00). Â (b)Â Defined Terms. Terms used in this Section and the Agreement shall have the following meanings: Â â€œAcceptable Bankâ€ means Lender or any United States bank having capital, surplus, and undivided profits aggregating at least TWENTY-MILLION AND 00/100 DOLLARS ($20,000,000.00). Â â€œCashâ€ and â€œCash Equivalentsâ€ means cash, currency, or a credit balance in a Deposit Account. Â â€œDeposit Accountâ€ means a demand, time, savings, passbook, or like account with an Acceptable Bank. Â â€œEligible Bondsâ€ means corporate and municipal debt instruments and corporate preferred stock that are (i) rated at least AA or the equivalent thereof by Standard & Poorâ€™s Rating Group, a division of McGraw Hill, Inc., a New York corporation, or at least AA or the equivalent thereof by Moodyâ€™s Investors Service, Inc., (ii) regularly traded on a Public Market, and (iii) not subject to any federal or state securities laws or other laws which restrict or limit their sale or transfer. Â â€œEligible Government Securitiesâ€ means obligations that are (i) issued or guaranteed by the United States of America or any instrumentality thereof, (ii) regularly traded on a Public Market, and (iii) not subject to any federal or state securities laws or other laws which restrict or limit their sale or transfer. Â â€œEligible Securitiesâ€ means common stock equity securities and commodities (including gold) that are (i) regularly traded on a Public Market and (ii) not subject to any federal or state securities laws or other laws which restrict or limit their sale or transfer. Â â€œLiquid Assetsâ€ means, on any date of determination, the sum of Guarantorâ€™s (i) Cash, (ii) Cash Equivalents, (iii) Eligible Bonds, (iv) Eligible Government Securities, (v) Eligible Securities, or (vi) other marketable securities that have first been approved in writing by Lender; provided that in all events, Lender, in its Permitted Discretion, reserves the right to not accept any such asset as an eligible Liquid Asset. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 19 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â â€œLiquid Assets Reportâ€ means a certificate in the form of Exhibit C attached hereto prepared by Guarantor setting forth a calculation of the Margin Value of the Liquid Assets, together with a description and valuation of each item included in the Liquid Assets, which description shall include the exchange on which the underlying Liquid Asset is traded, the current trading price, the rating of such item, the total value of each component of Liquid Assets, the discounted value (using the percentages applicable in the definition of Margin Value), and the total Margin Value of all Liquid Assets. Â â€œMargin Valueâ€ means with respect to Liquid Assets, (a) ONE HUNDRED PERCENT (100.00%) of the amount of any Cash or Cash Equivalents, (b) NINETY PERCENT (90.00%) of the amount of Eligible Government Securities having a maturity date of more than ONE (1) year from the date of issuance, (c) NINETY-FIVE PERCENT (95.00%) of the amount of Eligible Government Securities having a maturity date equal to or less than ONE (1) year from the date of issuance, and (d) EIGHTY PERCENT (80.00%) of the amount of Eligible Bonds and Eligible Securities. Â â€œPublic Marketâ€ means a nationally recognized United States public exchange or market acceptable to Lender on which securities, debt instruments, commodities, and/or mutual funds are regularly traded. Â â€œValueâ€ shall mean (i) with respect to Cash, the amount of such Cash, (ii) with respect to the market value of Eligible Securities on any date of determination, the value of such Eligible Securities, Eligible Bonds, and Eligible Government Securities as quoted on such date by the applicable Public Market, with such changes as Lender may make in its commercially reasonable discretion; provided that if Guarantor owns more than NINE PERCENT (9.00%) of any Eligible Security or is otherwise an affiliate (as defined in RuleÂ 144(a)(1) of the Securities Act of 1933, as amended) of the issuer of such Eligible Security, then the Value of all such Eligible Security shall be zero, and (iii) with respect to all other assets or property of Guarantor, the fair market value of such assets or property in Dollars as determined by Lender in its Permitted Discretion. Â A breach of a financial covenant contained in this Section shall be deemed to have occurred as of any date of determination thereof by Lender or as of the last day of any specified measuring period, regardless of when the financial statements or any certificate reflecting such breach are delivered to Lender. Guarantor shall provide Lender such calculations and certificates as Lender shall require in its Permitted Discretion in calculating compliance with the financial covenants set forth herein. Â 9.Â Reporting Requirements. Until all Indebtedness is indefeasibly paid and satisfied, and Lender has no further commitment to lend under the Credit Facility, Debtor agrees and covenants that it will furnish or cause to be furnished the following: Â (a) Interim Financial Statements. As soon as available, and in any event within FIFTEEN (15) days after the end of each fiscal quarter, financial statements on an accrual basis to include a balance sheet, income statement and cash flow statement of Debtor, as of the end of such fiscal quarter, all in form and in detail satisfactory to Lender in its Permitted Discretion and duly certified (subject to year-end review adjustments) by a Responsible Officer (i) as being true and correct in all material aspects to the best of such officerâ€™s knowledge (subject to year-end adjustments), and (ii) as having been prepared in accordance with GAAP. Â (b)Â Annual Financial Statements. As soon as available and in any event within ONE HUNDRED TWENTY (120) days after the end of each fiscal year, financial statements on an accrual basis to include a balance sheet, income statement and cash flow statement of Debtor, as of the end of such fiscal year, audited by independent certified public accountants of recognized standing satisfactory to Lender. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 20 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (c)Â Tax Returns. As soon as available and in any event within FIFTEEN (15) days of filing (and in any event by OCTOBER 30 of the calendar year immediately following the year for which such returns are filed), a copy of the annual income tax returns for Debtor prepared by independent certified public accountants of recognized standing satisfactory to Lender (together with all schedules and K-1â€™s, if any) attached thereto. Â (d)Â Compliance Certificate. Concurrently with the delivery of each of the financial statements of Debtor referred to in SectionsÂ 9(a), a certificate of a Responsible Officer of Debtor stating that to such officerâ€™s knowledge, no Default has occurred and is continuing, or if a Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto. Â (e)Â Guarantor Annual Financial Statements and Tax Returns. As soon as available and in any event (i) on or before the TWELVE (12) month anniversary of the date of the annual financial statement most recently delivered to Lender, or in the case of financial statements prepared by certified public accountants of recognized standing satisfactory to Lender, on or before the SIXTEEN (16) month anniversary, an annual financial statement on an accrual basis for Guarantor, in such form and detail as Lender shall require in its Permitted Discretion and certified to Lender as being true and correct, and (ii) within FIFTEEN (15) days of filing (and in any event by OCTOBER 30 of the calendar year immediately following the year for which such returns are filed), a copy of the annual income tax returns for Guarantor prepared by a certified public accountant acceptable to Lender in its Permitted Discretion (together with all schedules and K-1s (if any) attached thereto). Â (f)Â Management Letters. Promptly upon receipt thereof Debtor shall furnish to Lender, a copy of any management letter or written report submitted to Debtor by independent certified public accountants with respect to the business, condition (financial or otherwise), operations, prospects, or properties of Debtor. Â (g)Â ERISA Reports. Promptly after the filing or receipt thereof, copies of all reports, including annual reports, and notices which Debtor files with or receives from the PBGC or the U.S. Department of Labor under ERISA; and as soon as possible and in any event within FIVE (5) Business Days after Debtor knows or has reason to know that any reportable event or prohibited transaction has occurred with respect to any plan or that the PBGC or Debtor has instituted or will institute proceedings under Title IV of ERISA to terminate any plan, a certificate of an officer of Debtor setting forth the details as to such reportable event or prohibited transaction or plan termination and the action that Debtor proposes to take with respect thereto. Â (h)Â Notice of Default and Events of Default. As soon as possible and in any event within FIVE (5) Business Days after the occurrence of each Default, a written notice setting forth the details of such Default and the action which is proposed to be taken by Debtor with respect thereto. Â (i)Â General Information. Debtor shall promptly deliver such other information concerning Obligor or the Collateral as Lender may request. Â (j)Â MSPLF Financial Reporting Requirements. To the extent not provided sooner pursuant to the subsections above, as soon as available, but in any event (i) within SIXTY (60) days after the end of each fiscal quarter of the Debtor, the Debtor shall deliver to Lender financial reporting in a form and substance reasonably acceptable to Lender setting forth the financial information, and where applicable, reasonably detailed calculations of the required data, set forth in Table II of Appendix C to the Main Street Lending Program Frequently Asked Questions, as amended from time to time (the â€œFAQsâ€), for the MSPLF, to the extent required by the MSPLF, (ii) within SIXTY (60) days after the end of Debtorâ€™s fiscal year, the financial reporting in a form and substance reasonably acceptable to Lender setting forth the financial information, and where applicable, reasonably detailed calculations of the required data, set forth in Table I of Appendix C of the FAQs, and (iii) within FORTY-FIVE (45) days after the end of Debtorâ€™s fiscal year annual proforma financials. Such financial reporting and calculations, in each case, shall be true and accurate in all material respects and, where applicable, present fairly in all material respects the financial condition of Debtor for the period covered thereby in accordance with GAAP, consistently applied. Table I and Table II of Appendix C of the FAQs is attached hereto as Exhibit B and incorporated herein by reference. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 21 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 10.Â Rights of Lender. Lender shall have the rights contained in this Section at all times that this Agreement is effective. Â (a)Â Financing Statements. Obligor hereby authorizes Lender to file one or more financing or continuation statements, and amendments thereto, relating to the Collateral. With respect to Debtor and White Claw, such financing statements may list the Collateral as â€œall assetsâ€ of such Person. Obligor hereby irrevocably authorizes Lender at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that contain any information required by Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. Obligor hereby ratifies any pre-filed financing statement relating to the Collateral made by or on behalf of Lender. Â (b)Â Power of Attorney. Obligor hereby irrevocably appoint Lender as such Personâ€™s attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Person and in the name of such Person or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lenderâ€™s Permitted Discretion, to take any action and to execute any instrument which Lender may deem necessary or appropriate to accomplish the purposes of this Agreement. Â (c)Â Performance by Lender. If Obligor shall fail to perform any covenant or agreement contained in any of the Loan Documents, then Lender may perform or attempt to perform such covenant or agreement on behalf of Obligor. In such event, Debtor shall, at the request of Lender, promptly pay to Lender on demand any amount expended by Lender in connection with such performance or attempted performance, together with interest thereon at the Maximum Rate (as such term is defined in the Note) from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that Lender shall not have any liability or responsibility for the performance of any covenant, agreement, or other obligation of Debtor under this Agreement or any other Loan Document. Â (d)Â Obligorâ€™s Receipt of Proceeds. Upon the occurrence and during the continuation of an Event of Default, all amounts and proceeds (including instruments and writings) received by Obligor in respect of the Collateral shall be received in trust for the benefit of Lender hereunder and, upon the written request of Lender, shall be segregated from other property of such Person and shall be forthwith delivered to Lender in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in accordance with the Loan Documents. Â (e)Â Notification of Account Debtors. Lender may at its Permitted Discretion from time to time during the continuation of an Event of Default notify any obligor under any accounts (i) of Lenderâ€™s security interest in such accounts or general intangibles and direct such obligor to make payment of all amounts due or to become due to Debtor or White Claw thereunder directly to Lender, and (ii) to verify the accounts with such obligor. Lender shall have the right, at the expense of Debtor or White Claw, to enforce collection of any such accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor or White Claw. Â 11.Â Events of Default. Each of the following shall constitute an â€œEvent of Defaultâ€ under this Agreement: Â (a)Â Payment Default. The failure, refusal or neglect of Debtor to pay when due any part of the principal of, or interest on the Indebtedness owing to Lender by Debtor or any other indebtedness or obligations due and owing from Debtor to Lender under the Loan Documents from time to time and such failure, refusal or neglect shall continue unremedied for a period of TEN (10) days from the date such payment is due. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 22 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (b)Â Performance or Warranty Default. Except as otherwise provided in this Agreement, the failure of Obligor to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents or any other agreement with Lender, provided that, if such Default is curable but is not cured within FIVE (5) Business Days following written notice from Lender to Obligor, then it shall be an Event of Default, except that, if (i) such curable Default cannot be cured within FIVE (5) Business Days, (ii) Obligor has, within such period, taken such actions as deemed necessary and appropriate by in its Permitted Discretion Lender to cure such curable Default, and (iii) Obligor shall continue to diligently pursue such actions, then such cure period shall be extended for a period of THIRTY (30) days. Â (c)Â Representations. Any representation contained herein or in any of the other Loan Documents made by Obligor is false, misleading or erroneous in any material respect when made or when deemed to have been made. Â (d)Â Other Debt. The occurrence of any event which results in the ACCELERATION of the maturity of any Debt for borrowed money in an aggregate principal amount in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) owing by Obligor to any third party under any agreement or understanding. Â (e)Â Insolvency. If Obligor (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of its assets, either in a proceeding brought by it or in a proceeding brought against it and such appointment is not discharged or such possession is not terminated within SIXTY (60) days after the effective date thereof or it consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, Bankruptcy or similar laws (all of the foregoing hereinafter collectively called â€œApplicable Bankruptcy Lawâ€) or an involuntary petition for relief is filed against it under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within SIXTY (60) days after the filing thereof, or an order for relief naming it is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by it; or (v) fails to have discharged within a period of SIXTY (60) days any attachment, sequestration or similar writ levied upon any property of it. Â (f)Â Change in Control. (i) Guarantor shall cease to be active in the management of Debtor or White Claw, or (ii) more than TEN PERCENT (10.00%) of the record or beneficial ownership of Debtor or White Claw shall have been transferred, assigned or hypothecated to any Person, when compared to such ownership as of the Effective Date. Â (g)Â Judgment. The entry of any judgment against Obligor or the issuance or entry of any attachments or other Liens against any of the property of Obligor for an amount in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) (individually or in the aggregate) if uninsured, undischarged, unbonded or undismissed on the date on which such judgment would be executed upon. Â (h)Â Death or Incompetence of Obligor; Dissolution of Certain Person. Obligor that is (i) a natural Person shall have died or have been declared incompetent by a court of proper jurisdiction, or (ii) not a natural Person shall have been dissolved, liquidated, or merged or consolidated with or into any other Person without the prior written consent of Lender, provided, however, the death or legal incapacity of Obligor that is a natural person shall not be an Event of Default if, within NINETY (90) days of the date of such death or incapacity, the representative or legal guardian of Obligor or Obligorâ€™s estate affirms in writing (which instrument shall be in form and substance satisfactory to Lender) (1) the obligations of Obligorâ€™s estate pursuant to the Loan Documents, and (2) that no distributions shall be made from such estate without the prior written consent of Lender. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 23 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (i)Â Action Against Collateral. The Collateral or any portion thereof is taken on execution or other process of law in any action. Â (j)Â ERISA Default. Any of the following events shall occur or exist with respect to Debtor or any ERISA Affiliate: (i) any prohibited transaction involving any plan; (ii) any reportable event with respect to any plan; (iii) the filing under SectionÂ 4041 of ERISA of a notice of intent to terminate any plan or the termination of any plan; (iv) any event or circumstance that might constitute grounds entitling the PBGC to institute proceedings under SectionÂ 4042 of ERISA for the termination of, or for the appointment of a trustee to administer, any plan, or the institution by the PBGC of any such proceedings; or (v) complete or partial withdrawal under

SectionÂ 4201 or 4204 of ERISA from a multiemployer plan or the reorganization, insolvency, or termination of any multiemployer plan; and in each case above, such event or condition, together with all other events or conditions, if any, have subjected or would in the opinion of Lender in its Permitted Discretion subject Debtor to any tax, penalty, or other liability to a plan, a multiemployer plan, the PBGC, or otherwise (or any combination thereof) which in the aggregate exceed or would reasonably be expected to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00). Â (k)Â Action of Lien Holder. The holder of any Lien or security interest on the Collateral (without hereby implying the consent of Lender to the existence or creation of any such Lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder. Â (l)Â Subordinated Debt. The subordination provisions related to any Subordinated Debt or any other agreement, document or instrument governing any Subordinated Debt shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect, or any Person shall contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Indebtedness, for any reason shall not have the priority contemplated by this Agreement or any such subordination provisions. Â (m)Â Encumbrance. Without the prior written consent of Lender, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers the Property, unless such action is expressly permitted by the Loan Documents. Â (n)Â Transfer of the Property. Title to all or any part of the Property (other than obsolete or worn personal property replaced by adequate substitutes of equal or greater value than the replaced items when new) shall become vested in any party other than Grantor or a permitted assignee, whether by operation of law or otherwise. Â (o)Â Material Adverse Effect. Any event shall have occurred or is continuing which shall have had a Material Adverse Effect. Â (p)Â Loan Documents. (i) The Loan Documents shall at any time after their execution and delivery and for any reason cease (1) to create a valid and perfected first priority security interest (subject to Permitted Encumbrances) in and to the Collateral; or (2) to be in full force and effect or shall be declared null and void, or (ii) the validity or enforceability of the Loan Documents shall be contested by Obligor or any other Person party thereto or Obligor shall deny it has any further liability or obligation under the Loan Documents. Â (q)Â MSPLF Cross Acceleration. (i) Debtor or any Subsidiary shall fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any indebtedness (other than Indebtedness under the Loan Documents) owing to Lender or any commonly controlled Affiliate of Lender, in each case beyond the applicable grace period with respect thereto, if any; or (ii) Debtor or any Subsidiary shall fail to observe or perform any other agreement or condition relating to any such indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which failure to make a payment, default or other event described in clause (i) or (ii) is to cause such indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such indebtedness to be made, prior to its stated maturity; provided that clause (ii) shall not apply to secured indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such indebtedness and such indebtedness is repaid when required under the documents providing for such indebtedness. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 24 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â Nothing contained in this Agreement shall be construed to limit the events of default enumerated in any of the other Loan Documents and all such events of default shall be cumulative. Â 12.Â Remedies and Related Rights. If an Event of Default shall have occurred and be continuing, and without limiting any other rights and remedies provided herein, under any of the Loan Documents or otherwise available to Lender, Lender may exercise one or more of the rights and remedies provided in this Section. Â (a)Â Remedies. Upon the occurrence of any one or more of the foregoing Events of Default, the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other Indebtedness owing to Lender by Debtor at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by Debtor; provided, however, concurrently and automatically with the occurrence of an Event of Default under SectionÂ 11(e), the Indebtedness at such time shall, without any action by Lender, become due and payable, without further notice, demand, presentation, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest or notice of protest of any kind, all of which are expressly waived by Debtor. All rights and remedies of Lender set forth in this Agreement and in any of the other Loan Documents may also be exercised by Lender, in its sole discretion, upon the occurrence of an Event of Default, and not in substitution or diminution of any rights now or hereafter held by Lender under the terms of any other agreement. Â (b)Â Other Remedies. Upon the occurrence of any one or more of the foregoing Events of Default, Lender may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents: Â (i)Â Exercise in respect of the Collateral all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral); Â (ii)Â Require Obligor to, and such Person hereby agrees that it will at its expense and upon request of Lender, assemble the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties; Â (iii)Â Reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure; Â (iv)Â Sell or otherwise dispose of, at its office, on the premises of Obligor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Lenderâ€™s power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral; Â (v) Buy the Collateral, or any portion thereof, at any public sale; Â (vi)Â Buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations; Â LOAN AND SECURITY AGREEMENT â€“ PAGE 25 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (vii)Â Apply for the appointment of a receiver for the Collateral, and Obligor hereby consents to any such appointment; and Â (viii)Â At its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Lender is entitled to do so under the UCC or otherwise. Â Obligor agrees that in the event Obligor is entitled to receive any notice under the UCC, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at Obligorâ€™s address set forth on the signature page hereof, TEN (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Â (c)Â Application of Proceeds. If any Event of Default shall have occurred and is continuing, Lender may at its sole discretion apply or use any cash held by Lender as Collateral, and any cash proceeds received by Lender in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Lender may elect: Â (i)Â to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneysâ€™ fees and expenses) incurred by Lender in connection with (1) the administration of the Loan Documents, (2) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (3) the exercise or enforcement of any of the rights and remedies of Lender hereunder; Â (ii) to the payment or other satisfaction of any Liens and other encumbrances upon the Collateral; Â (iii) to the satisfaction of the Indebtedness; Â (iv) by holding such cash and proceeds as Collateral; Â (v) to the payment of any other amounts required by applicable law; and Â (vi)Â by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise. Â (d)Â License. Lender is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, Debtorâ€™s or White Clawâ€™s labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, such Personâ€™s rights under all licenses and all franchise agreements shall inure to Lenderâ€™s benefit. In addition, Debtor and White Claw hereby irrevocably agrees that Lender may, following the occurrence and during the continuance of an Event of Default, sell any of such Personâ€™s inventory directly to any Person, including without limitation Persons who have previously purchased such Personâ€™s inventory from such Person and in connection with any such sale or other enforcement of Lenderâ€™s rights under this Agreement, may sell inventory which bears any trademark owned by or licensed to Debtor or White Claw and any inventory that is covered by any copyright owned by or licensed to Debtor or White Claw and Lender may finish any work in process and affix any trademark owned by or licensed to Debtor or White Claw and sell such inventory as provided herein. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 26 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (e)Â Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Lender are insufficient to pay all amounts to which Lender is legally entitled, Debtor (unless otherwise provided) shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents. Â (f)Â Non-Judicial Remedies. In granting to Lender the power to enforce its rights hereunder without prior judicial process or judicial hearing, Obligor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Lender to enforce its rights by judicial process. Obligor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at armâ€™s length. Â (g)Â Use and Possession of Certain Premises. Upon the occurrence of an Event of Default, Lender shall be entitled to occupy and use any premises owned or leased by any Obligor where any of the Collateral or any records relating to the Collateral are located until the Indebtedness is paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Obligor for such use and occupancy. Â (h)Â Other Recourse. Obligor waives any right to require Lender to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Obligor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Lender. Obligor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Obligor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Obligor shall have no right of subrogation and Obligor waives the right to enforce any remedy which Lender has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Lender. Obligor authorizes Lender, and without notice or demand and without any reservation of rights against Obligor and without affecting Obligorâ€™s liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Lender may in its Permitted Discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party. Â (i)Â No Waiver; Cumulative Remedies. No failure on the part of Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by law. Â (j)Â Equitable Relief. Obligor recognizes that in the event Debtor fails to pay, perform, observe, or discharge any or all of the Indebtedness, any remedy at law may prove to be inadequate relief to Lender. Obligor therefore agrees that Lender, if Lender so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 27 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 13.Â Indemnity. DEBTOR SHALL INDEMNIFY LENDER AND EACH AFFILIATE THEREOF AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (EACH, AN â€œINDEMNIFIED PERSONâ€) FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYSâ€™ FEES) TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO (a) THE NEGOTIATION, EXECUTION, DELIVERY, PERFORMANCE, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS, (b) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS, (c) ANY BREACH BY DEBTOR OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER AGREEMENT CONTAINED IN ANY OF THE LOAN DOCUMENTS, (d) THE PRESENCE, RELEASE, THREATENED RELEASE, DISPOSAL, REMOVAL, OR CLEANUP OF ANY HAZARDOUS MATERIAL LOCATED ON, ABOUT, WITHIN, OR AFFECTING ANY OF THE PROPERTIES OR ASSETS OF DEBTOR OR ANY OF ITS SUBSIDIARIES OR ANY OTHER OBLIGATED PARTY, OR I ANY INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY THREATENED INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, RELATING TO ANY OF THE FOREGOING. WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT OR OF ANY OTHER LOAN DOCUMENT, IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT EACH INDEMNIFIED PERSON TO BE INDEMNIFIED UNDER THIS SECTION SHALL BE INDEMNIFIED FROM AND HELD HARMLESS AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYSâ€™ FEES) ARISING OUT OF OR RESULTING FROM THE SOLE CONTRIBUTORY OR ORDINARY NEGLIGENCE OF SUCH PERSON. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL NOT EXTEND TO LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYSâ€™ FEES) ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PERSON. DEBTOR AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO LENDERâ€™S AGREEMENT TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. IF DEBTOR OR ANY THIRD PARTY EVER ALLEGES SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY ANY INDEMNIFIED PERSON, THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL NONETHELESS BE PAID UPON DEMAND, SUBJECT TO LATER ADJUSTMENT OR REIMBURSEMENT, UNTIL SUCH TIME AS (A) A COURT OF COMPETENT JURISDICTION ENTERS A FINAL JUDGMENT AS TO THE EXTENT AND EFFECT OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (B) LENDER HAS EXPRESSLY AGREED IN WRITING WITH DEBTOR THAT SUCH CLAIM IS PROXIMATELY CAUSED BY SUCH INDEMNIFIED PERSONâ€™S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL EXTEND AND CONTINUE TO BENEFIT EACH INDIVIDUAL OR ENTITY THAT IS OR HAS AT ANY TIME BEEN AN INDEMNIFIED PERSON HEREUNDER. Â 14.Â Limitation of Liability. Neither Lender nor any officer, director, employee, attorney, or agent of Lender shall have any liability with respect to, and Obligor hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by Obligor in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents. Obligor hereby waives, releases, and agrees not to sue Lender or any of Lenderâ€™s Affiliates, officers, directors, employees, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents. OBLIGOR AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO LENDERâ€™S AGREEMENT TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. Â 15.Â Subordination of Debt. Debtor hereby covenants and agrees that the Subordinated Debt, howsoever evidenced and whether now existing or hereafter incurred, shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of all Indebtedness. The Subordinated Debt shall not be payable, and Debtor shall not make any payment (whether of principal, accrued interest or otherwise) or other distribution of, on or with respect to any Subordinated Debt, unless and until the Indebtedness shall have been indefeasibly paid and fully satisfied. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 28 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 16.Â No Duty. All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Lender shall have the right to act exclusively in the interest of Lender and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to Obligor or any of Obligorâ€™s equity holders or any other Person. Documents in connection with the transactions contemplated hereunder have been prepared by Lenderâ€™s Counsel. Obligor acknowledges and understands that Lenderâ€™s Counsel is acting solely as counsel to Lender in connection with the transaction contemplated herein, is not representing Obligor in connection therewith, and has not, in any manner, undertaken to assist or render legal advice to Obligor with respect to this transaction. Obligor has been advised to seek other legal counsel to represent Obligorâ€™s interests in connection with the transactions contemplated herein. Â

17.Â Lender not Fiduciary. The relationship between Obligor and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Obligor, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Obligor and Lender to be other than that of debtor and creditor. Â 18.Â Further Assurances. Debtor acknowledges that after execution of the Loan Documents and prior to the funding of the Loan, Lender will submit the executed Loan Documents to the SPV and the Reserve Bank in order to obtain the binding commitment of the SPV to participate in the Loan. Debtor acknowledges that the SPV or the Reserve Bank may require that certain provisions of the Loan Documents, including any Borrower Certifications and Covenants, or any agreements to be executed by Lender in favor of the Reserve Bank or SPV, be included, deleted or revised. Debtor agrees to cooperate with Lender in revising the Loan Documents, including the Borrower Certification and Covenants, as and to the extent required by the SPV or the Reserve Bank. If either Debtor or Lender determines that it will not or cannot comply with the SPVâ€™s or Reserve Bankâ€™s request or if the SPV does not for any other reason provide its binding commitment to purchase the Participation Interest, then Lender shall not be obligated to make the Loan but Debtor shall immediately pay all of Lenderâ€™s expenses as set forth in SectionÂ 24. Â 19.Â Waiver and Agreement. No waiver of any provision in this Agreement or in any of the other Loan Documents and no departure by Obligor therefrom shall be effective unless the same shall be in writing and signed by Lender, and then shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing. No modification or amendment to this Agreement or to any of the other Loan Documents shall be valid or effective unless the same is signed by the party against whom it is sought to be enforced. Â 20.Â Benefits. This Agreement shall be binding upon and inure to the benefit of Lender and Obligor, and their respective heirs, personal representatives, successors and assigns, provided, however, that Obligor may not, without the prior written consent of Lender, assign any rights, powers, duties or obligations under this Agreement or any of the other Loan Documents. Â 21.Â Notices. All notices or other communications required or permitted to be given pursuant to this Agreement or the other Loan Documents (unless otherwise expressly stated therein) shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other parties in the manner set forth herein. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 29 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 22.Â Construction; Venue; Service of Process. THE LOAN DOCUMENTS HAVE BEEN EXECUTED AND DELIVERED IN THE STATE OF TEXAS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND SHALL BE PERFORMABLE BY THE PARTIES HERETO IN THE COUNTY IN TEXAS WHERE LENDERâ€™S ADDRESS SET FORTH ON LENDERâ€™S SIGNATURE PAGE HEREOF IS LOCATED (THE â€œVENUE SITEâ€). ANY ACTION OR PROCEEDING AGAINST OBLIGOR UNDER OR IN CONNECTION WITH ANY OF THE LOAN DOCUMENTS MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT WITHIN THE VENUE SITE. OBLIGOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS, AND (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT OR THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. OBLIGOR AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT ITS ADDRESS SPECIFIED OR DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. NOTHING IN ANY OF THE OTHER LOAN DOCUMENTS SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST OBLIGOR OR WITH RESPECT TO ANY OF ITS PROPERTY IN COURTS IN OTHER JURISDICTIONS. ANY ACTION OR PROCEEDING BY OBLIGOR AGAINST LENDER SHALL BE BROUGHT ONLY IN A COURT LOCATED IN THE VENUE SITE. OBLIGOR AGREES THAT THE VENUE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO LENDERâ€™S AGREEMENT TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS AND LENDER WOULD NOT ENTER INTO SUCH TRANSACTIONS EXCEPT IN RELIANCE ON THE VENUE PROVISIONS SET FORTH HEREIN. Â 23.Â Invalid Provisions. If any provision of the Loan Documents is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of the Loan Documents shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Â 24.Â Expenses. Debtor shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneysâ€™ fees) in connection with (a) the drafting and execution of the Loan Documents and the transactions contemplated therein, (b) any action required in the course of administration of the Indebtedness and obligations evidenced by the Loan Documents, and (c) any action in the enforcement of Lenderâ€™s rights upon the occurrence of an Event of Default. Â 25.Â Sale, Pledge or Participation of the Loan. Obligor agrees that Lender may, at its option, sell, pledge or participate its interests in the Loan and its rights under this Agreement to a financial institution or institutions and, in connection with each such sale, pledge or participation Lender may disclose any financial and other information available to Lender concerning Obligor to any Person party to such transaction subject to obtaining a confidentiality agreement with each such Person prior to disclosing Obligorâ€™s confidential information. Â 26.Â Conflicts. Except as otherwise expressly provided in the Note, in the event any term or provision of this Agreement is inconsistent with or conflicts with any provision of the other Loan Documents, the terms and provisions contained in this Agreement shall be controlling. The terms, conditions and provisions of the other Loan Documents (as the same may be amended, modified or restated from time to time) are incorporated herein by reference, the same as if stated verbatim herein. Â 27.Â Multiple Counterparts. The Loan Documents may be executed in a number of identical separate counterparts, each of which for all purposes is to be deemed an original, but all of which shall constitute, collectively, one agreement. Signature pages to Loan Documents may be detached from multiple separate counterparts and attached to the same document and a telecopy, pdf. or other facsimile of any such executed signature page shall be valid as an original. The exchange of copies of the Loan Documents and of signature pages by telecopy, pdf. or other facsimile transmission shall constitute effective execution and delivery of the Loan Documents as to the parties thereto and may be used in lieu of the original agreement for all purposes. The Loan Documents may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) which shall be deemed to have the same force and effect as manual signatures and shall be considered an original, and shall have the same legal effect, validity, and enforceability as a paper record. For purposes hereof, â€œElectronic Recordâ€ and â€œElectronic Signatureâ€ shall have the meanings assigned to them, respectively, by 15 USC Â§7006, as it may be amended from time to time. Â 28.Â Survival. All representations and warranties made in the Loan Documents or in any document, statement, or certificate furnished in connection with this Agreement shall survive the execution and delivery of the Loan Documents, and no investigation by Lender or any closing shall affect the representations and warranties or the right of Lender to rely upon them. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 30 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 29.Â Construction. Obligor and Lender acknowledge that they had the opportunity to consult with legal counsel of its own choice and has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel of its own choice and that this Agreement and the other Loan Documents shall be construed as if jointly drafted by Obligor and Lender. Â 30.Â Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of an Event of Default if such action is taken or such condition exists. Â 31.Â Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OBLIGOR AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Â 32.Â Patriot Act Notice. Lender hereby notifies Obligor that pursuant to the requirements of SectionÂ 326 of the USA Patriot Act of 2001, 31 U.S.C. Â§ 5318 (the â€œActâ€), it is required to obtain, verify and record information that identifies Obligor, which information includes the name and address of Obligor and other information that will allow Lender to identify Obligor in accordance with the Act. In addition, Obligor agrees to (a) ensure that no Person who owns a controlling interest in or otherwise controls Obligor or any Subsidiary of Obligor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Order, (b) not to use or permit the use of proceeds of the Loan to violate any of the foreign asset control regulations of the OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, or cause its Subsidiaries to comply, with the applicable laws. Â 33.Â Notice of Right to Receive a Copy of Appraisal. If the Indebtedness is secured by a Lien in real property, Debtor has a right to receive a copy of the appraisal report used in connection with the Loan. If Debtor would like to receive a copy, Debtor must contact Lender at the address set forth herein and request a copy of the appraisal report. Lender must receive such a request from Debtor no later than NINETY (90) days after the Effective Date. Â 34. Regulation B. Â (a)Â Notice of Joint Intent. Federal Regulation B of the Federal Equal Credit Opportunity Act requires Lender to obtain evidence of Obligorâ€™s intention to apply for joint credit or provide a joint guaranty. Obligorâ€™s signature below shall evidence such intent. Obligorâ€™s intent shall apply to future related extensions of joint credit and joint guaranty. Â (b)Â Equal Credit Opportunity Act. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicantâ€™s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is: Â Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 Â LOAN AND SECURITY AGREEMENT â€“ PAGE 31 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â (c)Â Disclosure of Right to Request Specific Reasons For Credit Denial. If Obligorâ€™s application for business credit is denied, Obligor has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Lender within SIXTY (60) days from the date Obligor is notified of Lenderâ€™s decision. Lender will send Obligor a written statement of reasons for the denial within THIRTY (30) days of receiving Obligorâ€™s request for the statement. Â 35.Â Disclosure Relating to Collateral Protection Insurance. As of the date of this disclosure, Debtor and Lender have or shall have consummated a transaction pursuant to which Lender has agreed to make the Loan to Debtor. Obligor has pledged Collateral to secure the Indebtedness in accordance with the Loan Documents. This notice relates to Obligorâ€™s obligations with respect to insuring the Collateral against damage. To this end, Obligor must do the following: Â (a)Â Keep the Collateral insured against damage in the amount equal to the Indebtedness or as otherwise required by the Loan Documents; Â (b)Â Purchase the insurance from an insurer that is authorized to do business in Texas or an eligible surplus lines insurer; Â (c) Name Lender the person to be paid under the policy in the event of loss; and Â (d) Deliver to Lender a copy of the policy and proof of the payment of premiums. Â Lender may obtain collateral protection insurance on behalf of Obligor at Debtorâ€™s expense if Obligor fails to meet any of the foregoing requirements. Â 36.Â Notice of Balloon Payment. At maturity (whether by acceleration or otherwise), Debtor must repay the entire principal balance of Loan and unpaid interest then due. Lender is under no obligation to refinance the outstanding principal balance of Loan (if any) at that time. Debtor will, therefore, be required to make payment out of other assets Debtor may own; or Debtor will have to find a lender willing to lend Debtor the money at prevailing market rates, which may be higher than the interest rate on the outstanding principal balance of the Loan. Â 37.Â Additional Interest Provision. It is expressly stipulated and agreed to be the intent of Debtor and Lender at all times to comply strictly with the applicable law governing the maximum rate or amount of interest payable on the indebtedness evidenced by any Note, any Loan Document, and the Related Indebtedness (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to any Note, any of the other Loan Documents or any other communication or writing by or between Debtor and Lender related to the transaction or transactions that are the subject matter of the Loan Documents, (b) contracted for, charged, taken, reserved or received by reason of Lenderâ€™s exercise of the option to accelerate the maturity of any Note and/or any and all indebtedness paid or payable by Debtor to Lender pursuant to any Loan Document other than any Note (such other indebtedness being referred to in this Section as the â€œRelated Indebtednessâ€), or (c) Debtor will have paid or Lender will have received by reason of any voluntary prepayment by Debtor of any Note and/or the Related Indebtedness, then it is Debtorâ€™s and Lenderâ€™s express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Lender shall be credited on the principal balance of any Note and/or the Related Indebtedness (or, if any Note and all Related Indebtedness have been or would thereby be paid in full, refunded to Debtor), and the provisions of any Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if any Note or Related Indebtedness has been paid in full before the end of the stated term thereof, then Debtor and Lender agree that Lender shall, with reasonable promptness after Lender discovers or is advised by Debtor that interest was received in an amount in excess of the Maximum Rate, either refund such excess interest to Debtor and/or credit such excess interest against such Note and/or any Related Indebtedness then owing by Debtor to Lender. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to this Note and/or any of the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration. Â LOAN AND SECURITY AGREEMENT â€“ PAGE 32 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â 38.Â Tax Information. Obligor understands and agrees that Lender may obtain, use and share Obligorâ€™s state and federal tax return information for purposes of: (a) reviewing and responding to the Loan application; (b) originating the Loan; (c) servicing the Loan; (d) selling or transferring all or a part of the Loan or any interest in it; and (e) internal marketing analysis, marketing to Obligor, and other marketing as permitted by law. Obligor understands to accomplish these purposes Lender may need to share this information with third parties, including loan servicers, actual or potential purchasers or investors in loans, government agency loan guarantors, mortgage insurers, marketing companies, and others, depending on the type of Loan applied for, and Obligor agrees to such information sharing for these purposes on Obligorâ€™s behalf. For the purpose of this consent to sharing tax return information, Lender and third parties includes the affiliates, agents, and any successors or assigns of Lender and third parties. Â 39.Â Termination. Upon Indefeasible Payment of all Indebtedness, Lender shall execute and deliver to Obligor such documents as Obligor shall reasonably request to evidence termination. Â 40.Â Document Retention Policy. Obligor expressly acknowledges, understands and agrees that Lenderâ€™s document retention policy involves the imaging of the Loan Documents and the destruction of the paper originals thereof. In connection therewith, Obligor hereby waives any and all rights Obligor has or may have to claim, for any and all purposes whatsoever, that the imaged copies of the Loan Documents are not originals thereof. Â 41.Â Notice of Final Agreement. It is the intention of Obligor and Lender that the following NOTICE OF FINAL AGREEMENT be incorporated by reference into each of the Loan Documents (as the same may be amended, modified or restated from time to time). Obligor and Lender warrant and represent that the entire agreement made and existing by or among Obligor and Lender with respect to the Loan is and shall be contained within the Loan Documents, and that no agreements or promises exist or shall exist by or among, Obligor and Lender that are not reflected in the Loan Documents. By execution and delivery of this Agreement, Obligor acknowledges that Obligor has received a copy of this NOTICE OF FINAL AGREEMENT. Â Â Â NOTICE OF FINAL AGREEMENT Â THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Â Â Â LOAN AND SECURITY AGREEMENT â€“ PAGE 33 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â AGREED as of the Effective Date. Â LENDER:

Â ADDRESS: Â Â Â Â Â BIBANK Â 5220 Spring Valley Road, Suite 100 By: Â Â Dallas, TX 75254 Â Â Â Â Â Name: Jason Siegele Â HUSCH BLACKWELL LLP Title: Market President-Texas Â 1900 N. Pearl Street, Suite 1800 Â Â Â Dallas, TX 7520 I With copies of notices to â€œlenderâ€™s Counselâ€: Â Attention:Â Steven S. Camp Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â DEBTOR: Â ADDRESS: Â Â Â Â MERIDIAN EQUIPMENT LEASING LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â WHITE CLAW: Â ADDRESS: Â Â Â Â WHITE CLAW CRUDE, LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â JORGAN: Â ADDRESS: Â Â Â Â JORGAN DEVELOPMENT, LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â ENTERPRISES: Â ADDRESS: Â Â Â Â WASKOM ENTERPRISES LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â MONROE: Â ADDRESS: Â Â Â Â POSSE MONROE LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â WASSON: Â ADDRESS: Â Â Â Â POSSE WASSON LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â FUELS: Â ADDRESS: Â Â Â Â SILVER FUELS PROCESSING LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: /s/ James Ballengee Â Â Name: James Ballengee Â Â Title: Manager Â Â Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â J BALLENGEE: Â ADDRESS: Â Â Â /s/ James H. Ballengee Â 5151 Belt Line Rd., Ste. 715 James H. Ballengee Â Dallas, TX 75254 Â LOAN AND SECURITY AGREEMENT â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLC Â Â SCHEDULE I TO LOAN AND SECURITY AGREEMENT Â EXISTING LIENS Â SEE ATTACHED Â Sch. I-1 Â Â SCHEDULE II TO LOAN AND SECURITY AGREEMENT Â DEBT Â None. Â Sch. II-1 Â Â EXHIBIT A TO LOAN AND SECURITY AGREEMENT Â COMPLIANCE CERTIFICATE Â DATE: _____Â RE: LOAN AND SECURITY AGREEMENT (as amended, modified or restated from time to time, the â€œAgreementâ€) dated as of NOVEMBER 12, 2020 (the â€œEffective Dateâ€), between (a) B1BANK, a Louisiana banking corporation (together with its successors and assigns, â€œLenderâ€), (b) MERIDIAN EQUIPMENT LEASING LLC, a Texas limited liability company (â€œDebtorâ€), and (c) (i) WHITE CLAW CRUDE, LLC a Texas limited liability company (â€œWhite Clawâ€), (ii) JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company (â€œJorganâ€), (iii) JAMES H. BALLENGEE, an individual residing in the State of Texas (â€œJ. Ballengeeâ€), (iv) WASKOM ENTERPRISES LLC, a Texas limited liability company (â€œEnterprisesâ€), (v) POSSE MONROE LLC, a Texas limited liability company (â€œMonroeâ€™), (vi) POSSE WASSON LLC, a Texas limited liability company (â€œWassonâ€), and (vii) SILVER FUELS PROCESSING LLC, a Texas limited liability company (â€œFuelsâ€). Â Section Reference Subject Period SectionÂ 9(a) â€“Quarterly Financial Statements Â Â This Compliance Certificate is delivered under the Agreement. Capitalized terms used in this Compliance Certificate shall, unless otherwise indicated, have the meanings set forth in the Agreement. Responsible Officer hereby certifies to Lender as of the date hereof that: (a) such Responsible Officer is theÂ _____of Debtor, and that, as such, Responsible Officer is authorized to execute and deliver this Compliance Certificate to Lender on behalf of Debtor; (b) such Responsible Officer has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under such Responsible Officerâ€™s supervision, a detailed review of the transactions and condition (financial or otherwise) of Debtor during the Subject Period; (c) during the Subject Period, Debtor performed and observed each covenant and condition of the Loan Documents applicable to it and no Default currently exists or has occurred which has not been cured or waived by Lender (except as may be set forth on Exhibit I attached hereto); (d) the representations and warranties of Debtor contained in the Agreement, and any representations and warranties of Debtor that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date; and (e) the financial statements of Debtor attached to this Compliance Certificate were prepared in accordance with GAAP, and present, on a consolidated basis, fairly and accurately the financial condition and results of operations of Debtor and its Subsidiaries as of the end of and for the Subject Period. Â DEBTOR: Â ADDRESS: Â Â Â Â MERIDIAN EQUIPMENT LEASING LLC Â 5151 Belt Line Rd., Ste. 715 Â Â Â Dallas, TX 75254 By: JORGAN DEVELOPMENT, LLC Â Â Its: Manager Â Â Â Â Â By: Â Â Â Name: James Ballengee Â Â Title: Manager Â Â Â A-1 Â Â EXHIBIT I Â DEFAULT Â I-1 Â Â EXHIBIT B TO LOAN AND SECURITY AGREEMENT Â APPENDIX C: REQUIRED FINANCIAL REPORTING Â ATTACHED HERETO Â B-1 Â Â EXHIBIT C TO LOAN AND SECURITY AGREEMENT Â LIQUID ASSETS REPORT Â DATE: _____ (the â€œMeasurement Dateâ€) (as of the last day of the calendar month prior to reporting date) Â LENDER: B1BANK Â GUARANTOR: JAMES H. BALLENGEE Â This certificate is delivered under that certain LOAN AND SECURITY AGREEMENT (the â€œAgreementâ€) dated as of NOVEMBER 12, 2020 (the â€œEffective Dateâ€), between (a) B1BANK, a Louisiana banking corporation (together with its successors and assigns, â€œLenderâ€), (b) MERIDIAN EQUIPMENT LEASING LLC, a Texas limited liability company (â€œDebtorâ€), and (c) (i) WHITE CLAW CRUDE, LLC, a Texas limited liability company (â€œWhite Clawâ€), (ii) JORGAN DEVELOPMENT, LLC, a Louisiana limited liability company (â€œJorganâ€), (iii) JAMES H. BALLENGEE, an individual residing in the State of Texas (â€œJ. Ballengeeâ€), (iv) WASKOM ENTERPRISES LLC, a Texas limited liability company (â€œEnterprisesâ€), (v) POSSE MONROE LLC, a Texas limited liability company (â€œMonroeâ€™), (vi) POSSE WASSON LLC, a Texas limited liability company (â€œWassonâ€), and (vii) SILVER FUELS PROCESSING LLC, a Texas limited liability company (â€œFuelsâ€). Capitalized terms when used in this certificate shall, unless otherwise indicated, have the meanings set forth in the Agreement. I certify to Lender that, on the date of this certificate, (a) attached hereto are brokerage statements, bank statements other documentation which is a true and correct description of the Liquid Assets as of the of the Measurement Date, (b) such Liquid Assets are free and clear of all liens, security interests, encumbrances, and restrictions, and (c) the following calculation of the MARGIN VALUE of all Liquid Assets is true and correct as of the last day of the Measurement Date: Â (a) Cash and Cash Equivalents $_____ (b) Eligible Government Securities $_____ (c) Eligible Bonds $_____ (d) Eligible Securities $_____ (e) [Other eligible marketable securities approved by Lender] $_____ Â Â Â Â TOTAL VALUE: $_____Â GUARANTOR: Â Â JAMES H. BALLENGEE Â Â C-1 EX-10.52 20 vivakor_ex10-52.htm EXHIBIT 10.52 Â Exhibit 10.52 Â B1BANK â€“ LOAN NO. Â AFTER RECORDING RETURN TO: Â B1BANK 5220 Spring Valley Road, Suite 100 Dallas, TX 75254 Attention:Jason Siegele Market President â€“ Texas Â Â NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERâ€™S LICENSE NUMBER. Â Â DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT Â THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT (as amended, modified or restated from time to time, this â€œDeed of Trustâ€) is made on the Effective Date by Grantor in favor of Trustee, for the benefit of Lender, who are identified and whose addresses are stated below. By signing this Deed of Trust, Grantor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust. Â â€œEFFECTIVE DATEâ€ NOVEMBER 12, 2020 Â Â Â â€œDEBTORâ€ MERIDIAN EQUIPMENT LEASING LLC, Â a Texas limited liability company Â 5151 Belt Line Rd., Ste. 715 Â Dallas, TX 75254 Â Attention: James H. Ballengee Â Â Â â€œGRANTORâ€ MERIDIAN EQUIPMENT LEASING, LLC Â 5151 Belt Line Rd., Ste. 715 Â Dallas, TX 75254 Â Attention: James H. Ballengee Â Â Â â€œLENDERâ€ B1BANK, Â a Louisiana banking corporation Â 5220 Spring Valley Rd, Suite 100 Â Dallas, TX 75254 Â Attention: Jason Siegele Â Â Market President â€“ Texas Â â€œTRUSTEEâ€ BELINDA AARON B1BANK Â 11307 Coursey Boulevard Â Baton Rouge, LA 70816 Â DEED OF TRUST â€“ PAGE 1 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â â€œNOTEâ€ That certain PROMISSORY NOTE dated as of the Effective Date, in the original principal amount of TWELVE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO100 DOLLARS ($12,275,000.00), executed by Debtor and payable to Lender in accordance with the terms and conditions stated therein (as the same may be amended, modified or restated from time to time, the â€œNoteâ€). Â Â â€œLANDâ€ The land described in Exhibit A attached hereto and made a part hereof for all purposes. Â ARTICLE I SECURITY Â 1.01Â CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Grantor acknowledges, and to secure the payment of the Indebtedness described in SectionÂ 2.01 and performance of the covenants and agreements of Grantor stated in this Deed of Trust and in the Loan Documents, Grantor conveys the Property described in SectionÂ 1.02, including without limitation, the Land, to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trusteeâ€™s substitutes or successors forever. Grantor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trusteeâ€™s substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, except for Permitted Encumbrances. Â 1.02Â PROPERTY. The Property covered by this Deed of Trust includes the Land and the following items described in this SectionÂ 1.02, whether now owned or hereafter acquired by Grantor, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the â€œPropertyâ€: Â (a)Â Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the â€œImprovementsâ€); Â (b)Â All equipment, fixtures, furnishings, inventory, and articles of personal property (the â€œPersonaltyâ€) now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; Â (c) All water and water rights, timber, crops, and mineral interest pertaining to the Land; Â (d)Â All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements, and all other building materials, regardless of location, intended to be installed in or on the Land or the Improvements; Â (e)Â All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land; Â (f)Â All rights (but not Grantorâ€™s obligations) under any contracts relating to the Land, the Improvements or the Personalty, including, without limitation, all sales and professional contracts; Â (g)Â All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personalty; Â DEED OF TRUST â€“ PAGE 2 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (h)Â All rights (but not Grantorâ€™s obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty; Â (i)Â All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty; Â (j)Â All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements; Â (k)Â All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty; Â (l)Â All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty; Â (m)Â All proceeds from the taking of any of the Land, the Improvements, the Personalty or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; Â (n)Â All right, title, and interest in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; Â (o)Â All of the Leases, rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to Leases to secure performance by the tenants of their obligations thereunder; Â (p)Â All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term â€œconsumer goodsâ€ nor the term â€œPersonaltyâ€ includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes; Â (q)Â All other interest of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property and all of Grantorâ€™s rights (but not Grantorâ€™s obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Grantorâ€™s rights, title, and interests thereunder as declarant or developer, if applicable; and Â (r)Â All products and proceeds of the Personalty described in this SectionÂ 1.02 (the Personalty and other personal property described in this SectionÂ 1.02 being sometimes collectively referred to as the â€œPersonal Propertyâ€). Â ARTICLE II INDEBTEDNESS AND PAYMENTS Â 2.01Â INDEBTEDNESS. The indebtedness secured by this Deed of Trust (the â€œIndebtednessâ€) shall mean and include the following: Â (a)Â The Indebtedness (as defined in the Loan Agreement) including any and all sums becoming due and payable pursuant to the Note; Â DEED OF TRUST â€“ PAGE 3 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (b)Â Any and all other sums becoming due and payable by Obligor to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Debtor as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lenderâ€™s security pursuant to this Deed of Trust; Â (c)Â Grantor and Lender contemplate that Lender will, from time to time, engage in various transactions and that from time to time other circumstances may arise, in which Debtor becomes obligated to Lender. Grantor understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Grantor desires and intends that Lender engage in all such transactions, and deal generally with Debtor with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Debtor, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Deed of Trust, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Debtor to Lender whether presently existing, or in any manner or means hereafter incurred by Debtor, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest, deeds of trust, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness or other obligations, of Debtor and including any further loans and advances made by Lender to Debtor. The fact of repayment of all Indebtedness, and performance of all other obligations, of Debtor, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Grantor; but otherwise it shall remain in full force and effect to secure all future advances, indebtedness and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under the Texas Finance Code; and Â (d)Â Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness. Â 2.02Â OTHER LOAN DOCUMENTS. The term â€œLoan Documentsâ€ as used herein means this Deed of Trust, the Note, any guaranty and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Note, including, but not limited to, that certain LOAN AND SECURITY AGREEMENT dated as of even date herewith between Debtor, Grantor and Lender (as amended, modified or restated from time to time, the â€œLoan Agreementâ€). This Deed of Trust shall also secure the performance of all obligations and covenants of Obligor under this Deed of Trust and the other Loan Documents. Â

2.03Â PAYMENT OF PRINCIPAL AND INTEREST. Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust. Â 2.04Â APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Debtor under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Grantor under this Deed of Trust; (b) sums payable to Lender under the Note, to be applied to principal or interest as provided in any other Loan Document, or if no such provision, as Lender may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Lender, at Lenderâ€™s option, may determine. Â 2.05Â GUARANTOR. The term â€œGuarantorâ€ shall include any person, company, or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly, or indirectly. Â 2.06Â SUBROGATION TO EXISTING LIENS; VENDORâ€™S LIEN. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Grantorâ€™s request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Lender, Grantor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the Indebtedness evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendorâ€™s lien is waived; and Lender shall have, and is hereby granted, a vendorâ€™s lien on the Property as cumulative additional security for the secured indebtedness. Lender may foreclose under this Deed of Trust or under the vendorâ€™s lien without waiving the other or may foreclose under both. Â DEED OF TRUST â€“ PAGE 4 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â ARTICLE III SECURITY AGREEMENT Â 3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is also intended to be a security agreement between Grantor, as debtor, and Lender, as secured party, pursuant to the UCC for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Grantor hereby grants Lender a security interest in all such items. Grantor shall pay all costs of filing any financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Grantor shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the UCC and, at Lenderâ€™s option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Lenderâ€™s remedies under the UCC or of the remedies provided in this Deed of Trust. Â 3.02Â NOTICES OF CHANGES. Grantor shall give advance notice in writing to Lender of any proposed change in Grantorâ€™s name or jurisdiction in which Grantor is organized, and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional financing statements that Lender may require to establish and maintain the validity and priority of Lenderâ€™s security interest with respect to any of the Property. Â 3.03Â FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Grantor and Lender intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lenderâ€™s address stated above. The mailing address of the Grantor, as debtor, is as stated above. Â ARTICLE IV ASSIGNMENT OF LEASES Â 4.01Â ASSIGNMENT OF LEASES. Grantor assigns to Lender, and grants to Lender a security interest in, all of Grantorâ€™s rights, but not Grantorâ€™s obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the â€œLeasesâ€). Grantor also assigns to Lender all guaranties of tenantâ€™s performance under the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Lender, to enforce the Leases. Â 4.02 WARRANTIES CONCERNING LEASES AND RENTS. Grantor represents and warrants that: Â (a)Â Grantor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title or interest therein; Â DEED OF TRUST â€“ PAGE 5 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (b)Â All existing Leases are valid, unmodified and in full force and effect, except as indicated herein and no default exists thereunder; Â (c)Â Unless otherwise provided herein, no Rents or other sums owing under the Leases have been or will be assigned, mortgaged or pledged; Â (d) No Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and Â (e)Â Except as indicated in the Leases, Grantor has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents. Â 4.03 GRANTORâ€™S COVENANTS OF PERFORMANCE. Grantor covenants to: Â (a) Perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so; Â (b)Â Give immediate notice to Lender of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases and provide Lender with any notice of default given by Grantor to any tenant under a Lease; Â (c) Enforce the tenantâ€™s obligations under the Leases; Â (d)Â Defend, at Grantorâ€™s expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and Â (e)Â Neither create nor permit any encumbrance upon Grantorâ€™s interest as landlord of the leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust. Â 4.04Â PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Grantor shall not, without the prior written consent of Lender (which consent shall not be unreasonably withheld): Â (a) Receive or collect Rents under any Lease more than one month in advance; Â (b) Encumber or assign future Rents; Â (c) Waive or release any obligation of any tenant under the Leases; Â (d)Â Cancel, terminate or materially modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder; Â (e) Renew or extend any of the Leases, except pursuant to terms in existing Leases; Â (f) Permit any assignment of the Leases; or Â (g) Enter into any Leases after the date hereof. Â 4.05 ATTORNMENT OF TENANTS. All future Leases of the Property shall specifically provide: Â (a) that such Leases are subordinate to this Deed of Trust; (b) that the tenant attorns to Lender, such attornment to be effective upon Lenderâ€™s acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request in its Permitted Discretion; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lenderâ€™s option, accept or reject such attornments. Â DEED OF TRUST â€“ PAGE 6 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 4.06Â SETTLEMENT FOR TERMINATION. Grantor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages shall be made payable to both Grantor and Lender. Grantor hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Grantor agrees to endorse any check for payment to the order of Lender. Â 4.07Â LENDER IN POSSESSION. Lenderâ€™s acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property. Â 4.08Â APPOINTMENT OF ATTORNEY. Grantor hereby appoints Lender its attorney-in-fact, coupled with an interest, for the purpose of subordinating any Leases to this Deed of Trust. Â 4.09Â INDEMNIFICATION; HOLD HARMLESS. Grantor hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the Leases, including without limitation any claims by Grantor with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including reasonable attorneysâ€™ fees, if paid by Lender shall bear interest at the Maximum Rate, shall be payable by Grantor immediately without demand, and shall be secured by this Deed of Trust. Â 4.10Â RECORDS. Upon request by Lender, Grantor shall deliver to Lender executed originals of all Leases and copies of all records relating thereto. Â 4.11Â MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender. Â 4.12Â RIGHT TO RELY. Grantor authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants. Â ARTICLE V ASSIGNMENT OF RENTS Â 5.01Â ASSIGNMENT OF RENTS. As part of the consideration for the Indebtedness, and for other valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor hereby assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor, and any other property defined as â€œrentsâ€ under Chapter 64 of the Texas Property Code (collectively, the â€œRentsâ€), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Grantor authorizes Lender or Lenderâ€™s agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lenderâ€™s agents; provided, however, that prior to the occurrence of an Event of Default, Grantor shall collect and receive all Rents as trustee for the benefit of Lender and Grantor, to apply the Rents so collected to the sums secured by this Deed of Trust in the order provided in SectionÂ 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Grantor. Notwithstanding any provision contained herein to the contrary, Lender and Grantor hereby expressly agree that Lender shall be subject to and entitled to all rights, benefits or privileges provided for in the Texas Assignment of Rents Act, Chapter 64 of the Texas Property Code. Â DEED OF TRUST â€“ PAGE 7 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 5.02Â EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court- appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Grantor as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Grantor of the breach by Grantor shall contain a statement that Lender exercises its rights to such Rents. Grantor agrees that, commencing upon delivery of such written notice of an Event of Default by Lender to Grantor, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lenderâ€™s agents on Lenderâ€™s written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default. Â 5.03Â GRANTORâ€™S COVENANTS. Grantor covenants that Grantor has not executed any prior assignment of the Rents or any portion thereof, that Grantor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than THIRTY (30) days prior to the due dates of such Rents. Grantor covenants that Grantor will not hereafter collect or accept payment of any Rents more than THIRTY (30) days prior to the due dates of such Rents without prior written consent of Lender. Grantor further covenants that Grantor will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request in its Permitted Discretion. Â 5.04 APPOINTMENT OF RECEIVER; POSSESSION OF THE PROPERTY.Â Upon the occurrence of an Event of Default, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lenderâ€™s security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Lender elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Grantor consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property. Â 5.05Â APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneysâ€™ fees, receiverâ€™s fees, premiums on receiverâ€™s bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the costs of discharging any obligation or liability of Grantor as landlord of the Property, and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V. Â 5.06Â INSUFFICIENT RENTS. If Rents are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Grantor to Lender secured by this Deed of Trust. Unless Lender and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Grantor under applicable law. Â 5.07Â NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Lender. Â DEED OF TRUST â€“ PAGE 8 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â ARTICLE VI GRANTORâ€™S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS Â Grantor covenants, warrants, represents to and agrees with Lender as follows: Â 6.01Â PAYMENT AND PERFORMANCE. Grantor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Grantorâ€™s covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents. Â 6.02 TITLE TO PROPERTY AND LIENS OF THIS DEED OF TRUST. Grantor has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, other than the Permitted Encumbrances. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Grantor authorizes Lender, at Grantorâ€™s expense, to take all necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest. Â 6.03Â TITLE INSURANCE. Grantor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note. Â 6.04Â INSURANCE. Grantor shall promptly obtain and deliver to Lender insurance policies with premiums paid providing extended coverage for all Improvements and other Property against damage by fire and lightning and against such other risks as Lender may require (including liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) in the aggregate), all in amounts approved by Lender not less than ONE HUNDRED PERCENT (100.00%) of full replacement cost of all Improvements located on the Property, and in any event not less than the amount of the Indebtedness, and with provision that (a) each of said policies shall not be terminated, reduced or limited regardless of any breach of the representations and agreements set forth therein, and (b) no such policy shall be canceled, endorsed or amended to any extent unless the issuer thereof shall have first given Lender at least THIRTY (30) daysâ€™ prior written notice. In case Grantor fails to furnish such policies, Lender, at Lenderâ€™s option, may procure such insurance at Grantorâ€™s expense. All renewal and substitute policies of insurance shall be delivered to the office of Lender, premiums paid, at least TEN (10) Business Days before expiration of the insurance protection to be replaced by such renewal or substituted policies. In case of loss, Lender, at Lenderâ€™s option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness, taxes or other sums due and owing by Grantor in connection with the Property in such manner as Lender may elect, or at Lenderâ€™s option, Lender may pay the same over wholly or in part to Grantor for the repair of said Improvements or for the erection of new Improvements in their place, or for any other purpose satisfactory to Lender, but Lender shall not be obligated to see to the proper application of any amounts so paid to Grantor. If Lender elects to allow such payments to Grantor, disbursement shall be on such terms subject

to such conditions as Lender may specify. Regardless of whether any insurance proceeds are sufficient to pay the costs of repair and restoration of the Property, provided that Lender has paid such proceeds to Grantor, Grantor shall promptly commence and carry out the repair, replacement, restoration and rebuilding of any and all of the Improvements damaged or destroyed so as to return same, to the extent practicable, to the same condition as immediately prior to such damage to or destruction thereof. Grantor shall not permit or carry on any activity within or relating to the Property that is prohibited by the terms of any insurance policy covering any part of the Property or which permits cancellation of or increase in the premium payable for any insurance policy covering any part of the Property. Furthermore, for any portion of the Property situated in an area having special flood hazards (as defined in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar legislation), Grantor shall provide flood insurance satisfactory to Lender in an amount equal to the replacement cost of the Improvements or the maximum amount of flood insurance available, whichever is the lesser. Notwithstanding the preceding and any contrary provision in the Loan Documents, if an Event of Default does not then exist, Lender agrees to use (or allow Grantor to use) such insurance proceeds to restore or rebuild the Improvements to their previous condition provided that all of the following conditions are satisfied: (i) Lender determines, in its reasonable discretion, that it is economically, financially and practically feasible to repair and restore the Improvements to their previous condition prior to the Noteâ€™s maturity date; (ii) the total cost of repairing and restoring the Improvements to their previous condition, as estimated by an architect or engineer approved by Lender (which shall not be unreasonably conditioned, withheld or delayed by Lender), shall not be greater than the amount of such insurance proceeds together with any sums that Grantor deposits with Lender in advance for the purpose of paying for the cost of such repairs and restoration; (iii) such restoration and repair shall be accomplished in accordance with the standard requirements and conditions of Lender when monitoring and advancing in connection with a construction loan of similar size and complexity; (iv) all guarantees of the Indebtedness, or any portion thereof, shall remain in full force and effect and such Guarantors shall so confirm to Lender if requested by Lender; and (v) Grantor shall have provided to Lender satisfactory evidence that there has been no adverse change in the economic viability of the Property since the date of this Deed of Trust. Â DEED OF TRUST â€“ PAGE 9 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 6.05Â TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Grantor shall deliver to Lender such evidence of the payment thereof as Lender may require. If Grantor fails to do so, Lender may pay them, together with all costs and penalties thereon, at Grantorâ€™s expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Grantor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Grantor furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Grantor promptly pays any amount adjudged by a court of competent jurisdiction to be due with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof. Â 6.06Â TAX AND INSURANCE ESCROW. During the existence of an Event of Default, Grantor agrees to establish reserve accounts for real estate taxes, insurance premiums, and other impositions as may be reasonably requested by Lender from time to time. Â 6.07 CONDEMNATION. Â (a)Â Grantor assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property. Lender may apply any condemnation proceeds to the Indebtedness in such manner as Lender may elect. Grantor shall promptly notify Lender of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Grantor shall, unless otherwise directed by Lender in writing, file or defend its claim under any such action and prosecute the same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Deed of Trust. Grantor authorizes Lender, at Lenderâ€™s option, as attorney-in-fact for Grantor, to commence, appear in, and prosecute, in Lenderâ€™s or Grantorâ€™s name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender for application to the Indebtedness. Lender shall be entitled to participate in, control, and be represented by attorneys of Lenderâ€™s own choice in any such action. Grantor shall deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation. Â (b)Â Grantor authorizes Lender to apply such awards, payments, proceeds, or damages, after the deduction of Lenderâ€™s expenses incurred in the collection of such amounts, at Lenderâ€™s option, to restoration or repair of the Property, or to payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in SectionÂ 2.04, with the balance, if any, to Grantor. Â DEED OF TRUST â€“ PAGE 10 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (c)Â In the event Lender, as a result of any such judgment, decree, or award, believes in its Permitted Discretion that the payment or performance of any obligation secured by this Deed of Trust is materially impaired, Lender may, without notice, declare all of the Indebtedness due and payable in accordance with the Loan Documents. Â (d)Â Lender shall apply the condemnation proceeds to the Indebtedness and, upon indefeasible payment of the Indebtedness, shall release this Instrument and return the balance of the condemnation proceeds, if any, to Grantor. Â 6.08Â TAXES ON NOTE OR DEED OF TRUST. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, title, liens, or security interests created by this Deed of Trust, or upon the Note, or any part of the Indebtedness, Grantor shall immediately pay all such taxes; provided that, if it is unlawful for Grantor to pay such taxes, Grantor shall prepay the Note in full without penalty within THIRTY (30) days after demand therefor by Lender. Â 6.09Â STATEMENTS BY DEBTOR. At the request of Lender, Debtor shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are such offsets or defenses, specifying them. Â 6.10Â REPAIR, WASTE, ALTERATIONS, ETC. Grantor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Grantor shall make promptly all repairs, renewals, and replacements necessary to such end. Grantor shall discharge all claims for labor performed and material furnished therefor, and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Grantor shall have the right to contest in good faith the validity of any such mechanicâ€™s or materialmanâ€™s lien, provided Grantor shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than ONE HUNDRED TWENTY PERCENT (120.00%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Grantor shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Grantor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the property may be lessened. Grantor or any tenant or other person shall not materially alter the Property without the prior written consent of Lender, which shall not be unreasonably withheld. Â 6.11Â NO DRILLING OR EXPLORATION. Without the prior written consent of Lender which shall not be unreasonably withheld, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term â€œmineralsâ€ as used in this Deed of Trust shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel. Â 6.12Â COMPLIANCE WITH LAWS. Grantor, the Property, and Grantorâ€™s use of the Property shall comply with all laws, rules, ordinances, regulations, covenants conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Property and its use, and Grantor shall pay all fees or charges of any kind in connection therewith. Grantor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lenderâ€™s prior written consent. Â 6.13Â CERTAIN REPORTS AND INFORMATION. Grantor shall promptly deliver such information concerning Grantor and the Property as Lender may request. Â 6.14Â HOLD HARMLESS. Grantor shall defend, at Grantorâ€™s own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All costs and expenses incurred by Lender in protecting its interest under this Deed of Trust, including all court costs and reasonable attorneysâ€™ fees and expenses, shall be borne by Grantor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release. Â DEED OF TRUST â€“ PAGE 11 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 6.15Â FURTHER ASSURANCES. Grantor, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any Property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property. Â 6.16Â RECORDING AND FILING. Grantor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re- recorded, and refiled in such manner and in such places as Lender shall reasonably request. Grantor shall pay all such recording, filing, re-recording, and re-filing fees, title insurance premiums, and other charges. Â 6.17Â PAYMENT OF DEBTS. Grantor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Grantor, if requested by Lender, shall have furnished to Lender security satisfactory to Lender. Â 6.18Â INSPECTION. Lender, with prior written notice thereof to Grantor, may make or cause to be made reasonable entries upon, and inspections of, the Property, during regular business hours. Â 6.19 PROTECTION OF LENDERâ€™S SECURITY. Â (a)Â If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Lender, at Lenderâ€™s option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its Permitted Discretion, to protect Lenderâ€™s interest, including without limitation, (i) disbursement of attorneysâ€™ fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided herein. Â (b)Â Any amounts disbursed by Lender pursuant to this Section with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Grantor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected under applicable law. Grantor covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section shall require Lender to incur any expense or take any action under this Deed of Trust. Â 6.20Â SUBORDINATE DEED OF TRUST. Grantor shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a â€œSubordinate Deed of Trustâ€) covering any of the Property. If Lender consents to a Subordinate Deed of Trust or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that: Â (a) The Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust; Â (b)Â If any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Deed of Trust, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender; Â DEED OF TRUST â€“ PAGE 12 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (c)Â Rents, if collected by or for the holder of the Subordinate Deed of Trust, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Deed of Trust; and Â (d)Â Written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Lender with or immediately after the occurrence of any such default or commencement. Â 6.21Â LIENS. Grantor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Grantor shall pay, when due, the claims of any person supplying labor or materials to or in connection with the Property. Without Lenderâ€™s prior written permission, Grantor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property. Â 6.22Â BUSINESS USE. Grantor warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes. Â 6.23Â NON-HOMESTEAD. Grantor warrants and represents to Lender that the Property is not the business or residential homestead of Grantor or any other person. Grantor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead. Â 6.24Â APPRAISAL. Lender may, upon an Event of Default or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note, obtain an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. Each such appraiser and appraisal shall be satisfactory to Lender. The costs of each such appraisal obtained pursuant to this Section shall be payable by Grantor to Lender on demand (which obligation Grantor hereby promises to pay) and shall be a part of an obligation of Grantor to Lender secured by this Deed of Trust, unless prohibited by applicable law. Grantor agrees to cooperate fully with Lender, Lenderâ€™s agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section. Â ARTICLE VII EVENTS OF DEFAULT Â The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder. Â ARTICLE VIII DEFAULT AND REMEDIES Â 8.01Â ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lenderâ€™s option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Grantor acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Except as otherwise provided in the Loan Agreement or required by law, Grantor and each Guarantor (by the execution and delivery of Guarantorâ€™s guaranty), surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest. Â DEED OF TRUST â€“ PAGE 13 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 8.02Â NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least TWENTY-ONE (21) days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated or as otherwise required by the Texas Property Code. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least TWENTY-ONE (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor and each person obligated to pay the Indebtedness secured hereby according to the Lenderâ€™s records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such person at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States postal service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantorâ€™s address as stated above. Any notice that is to be given by certified mail to any other person may, if no address for such other person is shown by records of Lender, be addressed to such other person at the address of Grantor as is shown by the records of Lender. Notwithstanding the foregoing provisions of this Section notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed

may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale. Â 8.03Â TRUSTEEâ€™S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 oâ€™clock a.m. and 4:00 oâ€™clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale, Lender may bid and become the purchaser of all or any part of the Property at any trusteeâ€™s or foreclosure sale hereunder, and the amount of Lenderâ€™s successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder. Â 8.04Â PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness. Â DEED OF TRUST â€“ PAGE 14 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 8.05Â FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to the Texas Property Code and the UCC. Grantor shall assemble the Personal Property and make it available to Lender upon Lenderâ€™s written request. Grantor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to SectionÂ 8.02 above and pursuant to the Texas Property Code is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the UCC. Â 8.06Â TRUSTEEâ€™S DEED. Trustee shall deliver to the purchaser a Trusteeâ€™s deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Grantor covenants and agrees to defend generally the purchaserâ€™s title to the Property against all claims and demands. At any such sale (a) Grantor hereby agrees, in its behalf and in behalf of Grantorâ€™s heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all persons legally entitled thereto, the time, the place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Grantor hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision or this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract. Â 8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: Â (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trusteeâ€™s fees and attorneysâ€™ fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lenderâ€™s sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto. Â 8.08Â POSSESSION AFTER SALE. Grantor or any person holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaserâ€™s written demand. If possession is not surrendered upon the purchaserâ€™s written demand, Grantor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer. Â 8.09Â COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, reasonable attorneysâ€™ fees and costs of documentary evidence, abstracts, and title reports. Â 8.10Â SUBSTITUTE TRUSTEE. Lender, at Lenderâ€™s option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law. Â 8.11Â REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Â 8.12Â FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lenderâ€™s right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lenderâ€™s right to accelerate the maturity of the Indebtedness, nor shall Lenderâ€™s receipts of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Grantorâ€™s default in payment of sums secured by this Deed of Trust. Â DEED OF TRUST â€“ PAGE 15 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 8.13Â WAIVER OF DEFICIENCY STATUTE. In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Debtor agrees as follows: notwithstanding the provisions of SectionsÂ 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Debtor agrees that Lender shall be entitled to seek a deficiency judgment from Debtor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to judicial or non-judicial foreclosure sale. Debtor expressly recognizes that this Section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Debtor and other persons against whom recovery of deficiencies is sought or Guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Debtor further recognizes and agrees that this waiver creates an irrefutable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Debtor, Guarantor, and others against whom recovery of a deficiency is sought. Â 8.14Â WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Lenderâ€™s rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust. Â ARTICLE IX ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS Â 9.01Â DEFINITIONS. For the purposes of this Deed of Trust, Grantor, Lender, and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings: Â (a)Â Â â€œEnvironmental Claimâ€ means any investigative, enforcement, cleanup, removal, containment, remedial, or other governmental or regulatory action at any time threatened, instituted, or completed pursuant to any Governmental Requirements against Grantor or against or with respect to the Property or its use, and any claim threatened or made by any person against Grantor or against or with respect to the Property or its use relating to damage, contribution, cost recovery, compensation, or injury resulting from any alleged breach or violation of any Governmental Requirements. Â (b)Â Â â€œEnvironmental Conditionâ€ means any condition, circumstances, or matter related to or connected with the Property or Grantorâ€™s ownership and use of the Property which is covered by any Governmental Requirements. Â (c)Â Â â€œGovernmental Requirementsâ€ means any and all laws, statutes, ordinances, rules regulations, orders, or determinations of any governmental authority, whether federal, state, county, city, or otherwise pertaining to health, safety, or the environment in effect in any and all jurisdictions in which Grantor conducts business or where the Property is located, including without limitation: (i) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Â§ 6901 et seq.) as amended from time to time including without limitation as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (â€œRCRAâ€), and regulations promulgated thereunder; (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Â§ 9601 et seq.) as amended from time to time, including without limitation as amended by the Superfund Amendments and Reauthorization Act of 1986 (â€œCERCLAâ€), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. Â§ 2601 et seq.), as amended from time to time; (iv) the Americans with Disabilities Act of 1990 (42 U.S.C. Â§ 12101 et seq.) as amended from time to time (â€œADAâ€), and all regulations and guidelines promulgated pursuant to the ADA, and all other similar laws, including without limitation the Architectural Barriers Act of 1968, the Texas Architectural Barriers Statute of 1978, and the Fair Housing Amendments Act of 1958, and all as amended from time to time and including all regulations promulgated pursuant to any one or more of them; (v) the Endangered Species Act (15 U.S.C. Â§ 1531 et seq.) as amended from time to time; (vi) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to wetlands, including without limitation those set forth in the Clean Water Act (33 U.S.C. Â§ 1251 et seq.) as amended from time to time; (vii) the Texas Water Code, as amended from time to time; and (viii) the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. Â§ 361.001-361.345), as amended from time to time. Â DEED OF TRUST â€“ PAGE 16 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â (d)Â Â â€œHazardous Materialsâ€ means (i) any â€œhazardous wasteâ€ as defined by RCRA, and regulations promulgated thereunder; (ii) any â€œhazardous substanceâ€ as defined by CERCLA, and regulations promulgated thereunder; (iii) any toxic substance as defined under or regulated by the Toxic Substances Control Act; (iv) asbestos, polychlorinated biphenyls, radon, or explosive or radioactive materials; (v) underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other â€œhazardous substance;â€ (vi) any substance the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which by any Governmental Requirement requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal. Â (e)Â Â â€œHazardous Materials Contaminationâ€ means the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air, or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Property. Â 9.02 REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to Lender that: Â (a)Â Grantor has obtained all necessary permits, licenses, and authorizations for the Property and Grantorâ€™s use of the Property, including without limitation all necessary permits, licenses, and authorizations for Grantorâ€™s intended development of the Property, construction of the Improvements, or any other improvements to or construction on the Property, if applicable; and Â (b)Â The Property is in compliance with all Governmental Requirements, and Grantorâ€™s intended use of the Property will comply with all Governmental Requirements; and Â (c)Â Not in limitation of the foregoing, that: (i) no Hazardous Materials are now located on the Property, and neither Grantor nor, to the best of Grantorâ€™s knowledge and belief after due inquiry, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof; (ii) no part of the Property is being used or to the best of Grantorâ€™s knowledge and belief after due inquiry, has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination; (iii) to the best of Grantorâ€™s knowledge and belief after due inquiry, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; (iv) to the best of Grantorâ€™s knowledge and belief after due inquiry, no investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property; and (v) to the best of Grantorâ€™s knowledge and belief after due inquiry, the Property is not currently on and has never been on any federal or state â€œSuperfundâ€ or â€œSuperlienâ€ list. Â DEED OF TRUST â€“ PAGE 17 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 9.03Â GRANTORâ€™S COVENANTS. Grantor agrees to (a) give notice to Lender immediately upon Grantorâ€™s acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (b) give notice to Lender immediately upon Grantorâ€™s acquiring knowledge of any Environmental Claim; (c) comply at all times with any Governmental Requirements applicable to the Property; (d) require all employees, agents, or representatives of Grantor, all tenants and their agents and employees, and all contractors, subcontractors, suppliers, or other persons performing or involved in the construction or maintenance of the Property and Improvements to comply at all times with all Governmental Requirements; (e) provide Lender with satisfactory evidence of such compliance with Governmental Requirements; and (f) provide Lender, within THIRTY (30) days after demand by Lender, with a bond, letter of credit, or similar financial assurance evidencing to Lenderâ€™s satisfaction that the necessary funds are available to pay the cost of complying with any Governmental Requirements, including without limitation removal, treatment and disposal of Hazardous Materials on the Property or Hazardous Materials Contamination to the Property and discharge of any assessments or liens which may be established on or against the Property as a result thereof. Â 9.04Â SITE ASSESSMENTS. Lender (by its officers, employees, and agents) at any time and from time to time, after the occurrence of an Event of Default, may contract for the services of persons (the â€œSite Reviewersâ€) to perform site assessments (â€œSite Assessmentsâ€) on the Property for the purpose of determining whether there exists on the Property any Environmental Condition which could reasonably be expected to result in a violation of any Governmental Requirements or in an Environmental Claim. The Site Assessments may be performed at any time upon reasonable notice to Grantor, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Lender shall make the results of such Site Assessments fully available to Grantor, which (prior to an Event of Default hereunder) may, at Grantorâ€™s election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Lender and any such obligations shall be Indebtedness secured by this Deed of Trust. Â 9.05Â INDEMNIFICATION. GRANTOR, FOR VALUABLE CONSIDERATION WHICH GRANTOR ACKNOWLEDGES RECEIVING, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LENDER AND TRUSTEE FROM AND AGAINST ANY AND ALL LIABILITIES (INCLUDING STRICT LIABILITY AND INCLUDING, WITH REGARD TO SITE ASSESSMENTS, LENDERâ€™S OWN

NEGLIGENCE), ACTIONS, DEMAND, PENALTIES, LOSSES, COSTS, OR EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYSâ€™ FEES AND EXPENSES, AND REMEDIAL COSTS), SUITS, COSTS OF ANY SETTLEMENT OR JUDGMENT AND CLAIMS OF ANY AND EVERY KIND WHATSOEVER WHICH MAY NOW OR IN THE FUTURE (WHETHER BEFORE OR AFTER THE RELEASE OF THIS DEED OF TRUST) BE PAID, INCURRED, OR SUFFERED BY OR ASSERTED AGAINST LENDER OR TRUSTEE BY ANY PERSON OR ENTITY OR GOVERNMENTAL AGENCY FOR, WITH RESPECT TO, OR AS A DIRECT OR INDIRECT RESULT OF AND VIOLATION OR BREACH OF ANY GOVERNMENTAL REQUIREMENTS OR ANY ENVIRONMENTAL CLAIM, REGARDLESS OF WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF GRANTOR, LENDER OR TRUSTEE. THE REPRESENTATIONS, COVENANTS, WARRANTIES, AND INDEMNIFICATION CONTAINED IN THIS ARTICLE IX SHALL SURVIVE THE RELEASE OF THIS DEED OF TRUST. Â 9.06Â LENDERâ€™S RIGHTS. Lender shall have the right, but not the obligation, prior or subsequent to an Event of Default, without in any way limiting Lenderâ€™s other rights and remedies under this Deed of Trust, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Environmental Condition on the Property following receipt of any notice from any person or entity asserting the existence of any Environmental Condition pertaining to the Property or any part thereof which if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Lenderâ€™s sole opinion, could jeopardize Lenderâ€™s security under this Deed of Trust. All costs and expenses paid or incurred by Lender in the exercise of any such rights shall be Indebtedness secured by this Deed of Trust and shall be payable by Grantor upon demand. Â DEED OF TRUST â€“ PAGE 18 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 9.07Â NO WAIVER. Notwithstanding any provision in this Article IX or elsewhere in this Deed of Trust, or any rights or remedies granted by this Deed of Trust, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to or available to Lender under the â€˜security interest exceptionâ€™ set forth in 40 C.F.R. Â§ 300.1100. No action taken by Lender pursuant to this Deed of Trust or any other Loan Document shall be deemed or construed to be a waiver or relinquishment of any rights or benefits under the â€œsecured creditor exemptionâ€ or â€œsecured party exemptionâ€ under CERCLA. Â ARTICLE X MISCELLANEOUS PROVISIONS Â 10.01Â RELEASE. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Lender shall release this Deed of Trust. Grantor shall pay Lenderâ€™s reasonable costs incurred in releasing this Deed of Trust. Â 10.02Â GRANTOR AND LIEN NOT RELEASED. From time to time, Lender may, at Lenderâ€™s option, without giving notice to or obtaining the consent of Grantor, Grantorâ€™s successors or assigns or any junior lienholder or Guarantor, without liability on Lenderâ€™s part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Grantor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Grantor or Grantorâ€™s successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Grantor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Grantor shall pay Lender a reasonable charge, together with such title insurance premiums and attorneysâ€™ fees as may be incurred at Lenderâ€™s option, for any such action if taken at Grantorâ€™s request. Â 10.03Â POWER OF ATTORNEY. Grantor hereby irrevocably appoints Lender as Grantorâ€™s attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lenderâ€™s reasonable discretion, to take any action and to execute any instrument which Lender may deem necessary or appropriate to enforce the rights of Lender with respect to the Property. Â 10.04Â NOTICE. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other party in the manner set forth herein. Â 10.05Â SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Grantor. Â 10.06Â JOINT AND SEVERAL LIABILITY. All covenants and agreements of Grantor (if more than one) shall be joint and several. Â DEED OF TRUST â€“ PAGE 19 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 10.07Â AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. Â 10.08Â GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS. Â 10.09Â SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. Â 10.10Â USURY DISCLAIMER. The term â€œMaximum Lawful Rateâ€ means the maximum rate of interest and the term Maximum Lawful Amount means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Grantor agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Deed of Trust or any of the other Loan Documents, shall be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such Interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lenderâ€™s acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Grantor under the Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Grantor exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Grantor. This provision concerning the crediting or refund or excess Interest shall control and take precedence over other agreements between Grantor and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount. Â 10.11Â PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. Â 10.12Â CAPTIONS. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust. Â 10.13Â DEFINITIONS. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Loan Agreement. Â 10.14Â WAIVER OF JURY TRIAL. GRANTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. Â DEED OF TRUST â€“ PAGE 20 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â 10.15Â PATRIOT ACT NOTICE. LENDER HEREBY NOTIFIES GRANTOR AND EACH GUARANTOR THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT, 31 U.S.C. Â§ 5318 (THE â€œACTâ€), IT IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES GRANTOR AND EACH GUARANTOR, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF GRANTOR AND EACH GUARANTOR AND OTHER INFORMATION THAT WILL ALLOW SUCH LENDER TO IDENTIFY GRANTOR AND EACH GUARANTOR IN ACCORDANCE WITH THE ACT. Â 10.16Â FACT ACT CERTIFICATION. Grantor hereby acknowledges that Lender may report information about the Indebtedness of Grantor to credit bureaus. Late payments, missed payments or other defaults on the Indebtedness may be reflected in Grantorâ€™s credit report. Â 10.17Â INCORPORATION OF NOTICE OF FINAL AGREEMENT. It is the intention of Grantor, Guarantor and Lender that the following NOTICE OF FINAL AGREEMENT be incorporated by reference into each of the Loan Documents (as the same may be amended, modified or restated from time to time). Grantor, Guarantor and Lender warrant and represent that the entire agreement made and existing by or among Grantor, Guarantor and Lender with respect to the Indebtedness is and shall be contained within the Loan Documents, and that no agreements or promises exist or shall exist by or among, Grantor, Guarantor and Lender that are not reflected in the Loan Documents. Â Â NOTICE OF FINAL AGREEMENT Â THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Â Â NOTICE OF INDEMNIFICATION Â GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT THIS DEED OF TRUST CONTAINS CERTAIN INDEMNIFICATION PROVISIONS (INCLUDING, WITHOUT LIMITATION, THOSE CONTAINED IN SECTIONS 4.09 AND 9.05 HEREOF) WHICH, IN CERTAIN CIRCUMSTANCES, COULD INCLUDE AN INDEMNIFICATION BY GRANTOR OF LENDER FROM CLAIMS OR LOSSES ARISING AS A RESULT OF LENDERâ€™S OWN NEGLIGENCE. Â Â Â REMAINDER OF PAGE INTENTIONALLY LEFT BLANK Â DEED OF TRUST â€“ PAGE 21 B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â EXECUTED, is ol.the d,1te ol.the aLÂ·kml\\ledÂµe111c11t belo\\Â·. but to be elTective as olâ€™the Eflective Date. Â GRANTOR: Â MERIDIAN EQUIPMENT LEASING, LLC Â By: JORGAN DEVELOPMENT, LLC Â Its: Manager Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â Â Â STATEOFTEXASÂ _____ Â COU TY OFÂ _____ Â This instrument was .id110\, ledÂµed hellire me _____ 2020. by manager of Jorgan Development LLC.,1 Louisic111a limited liability company. on behalf or said entity. as Manager of Meridian Equipment Leasing. LLC. c1 Tex,1s limited liability company on behalf or said entity. Â Â /s/ Mary Kilpatrick Â Notary Public, State of Texas Â DOCUMENT PREPARED BY: Â HUSCH BLACKWELL LLP 1900 N. Pearl Street, Suite 1800 Dallas, TX 75201 Attention: Ste,Â·en S. Camp Â DEED OF TRUST â€“ SIGNATURE PAGE B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ Â Â EXHIBIT A LEGAL DESCRIPTION Â THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF PEARSALL, COUNTY OF FRIO, STATE OF TX, AND IS DESCRIBED AS FOLLOWS: Â BEING 58.793 GROSS ACRES OF LAND SITUATED IN THE MACK FRANKS SURVEY, NO. 438, ABSTRACT NO. 943, FRIO COUNTY, TEXAS, BEING ALL THAT CERTAIN CALLED 58.805 ACRES OF LAND KNOWN AS TRACT THREE CONVEYED TO L. ANTONIO G. GOMEZ, HECTOR GOMEZ, TEODORO G. GOMEZ AND, JESUS J. COBARRUBIAS BY DEED OF PARTITION RECORDED IN VOLUME 110, PAGE 705, REAL RECORDS, FRIO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Â BEGINNING AT A CAPPED â€œMLS CO. RPLS 4612â€ 5/8â€ IRON FOUND IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY NO. 1582 (A CALLED 80 FOOT RIGHT OF WAY) AT THE NORTHERLY CORNER OF SAID TRACT THREE, SAME BEING THE EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND KNOWN AS TRACT TWO CONVEYED TO L. ANTONIO G. GOMEZ, HECTOR GOMEZ, TEODORO G. GOMEZ, G. GOMEZ AND, JESUS J. COBARRUBIAS BY DEED OF PARTITION RECORDED IN SAID VOLUME 110, PAGE 705, REAL RECORDS, FRIO COUNTY, TEXAS, SAID IRON BEING A MEASURED DISTANCE OF SOUTH 45 DEGREES 15 MINUTES 21 SECONDS EAST, 982.19 FEET FROM THE NORTHERLY CORNER OF SAID TRACT TWO; Â THENCE ALONG THE EASTERLY LINE OF SAID TRACT THREE AND THE WESTERLY LINE OF SAID FARM TO MARKET HIGHWAY NO. 1582, SOUTH 45 DEGREES 15 MINUTES 21 SECONDS EAST, 948.91 FEET, TO A CAPPED â€œMLS CO. RPLS 4612â€ 5/8â€ IRON FOUND, AT THE MOST EASTERLY CORNER OF SAID TRACT THREE, SAME BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND KNOWN AS TRACT FOUR CONVEYED TO L. ANTONIO G. GOMEZ, HECTOR GOMEZ, TEODORO G. GOMEZ AND, JESUS J. COBARRUBIAS BY DEED OF PARTITION RECORDED IN SAID VOLUME 110, PAGE 705, REAL RECORDS, FRIO COUNTY, TEXAS; Â THENCE SOUTH 44 DEGREES 14 MINUTES 09 SECONDS WEST, 2688.91 FEET, ALONG THE COMMON LINE BETWEEN SAID TRACTS THREE AND FOUR, TO A CAPPED â€œMLS CO. RPLS 4612â€ 5/8â€ IRON FOUND IN THE NORTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED STEPHEN DANIEL WOODWARD BY DEED RECORDED IN VOLUME 1020, PAGE 83, DEED RECORDS, FRIO COUNTY, TEXAS; Â THENCE ALONG THE NORTHEASTERLY LINE OF SAID WOODWARD TRACT, NORTH 45 DEGREES 23 MINUTES 26 SECONDS WEST, 955.25 FEET, TO A CAPPED â€œMLS CO. RPLS 4612â€ 5/8â€ IRON FOUND AT THE COMMON CORNER BETWEEN SAID TRACTS TWO AND THREE; Â THENCE NORTH 44 DEGREES 22 MINUTES 16 SECONDS EAST, 2691.10 FEET, ALONG THE COMMON LINE BETWEEN SAID TRACTS TWO AND THREE TO THE POINT OF BEGINNING AND CONTAINING 58.793 GROSS ACRES OF LAND, LESS A 0.328 ACRE STRIP, 15 FOOT WIDE, RESERVED FOR ROAD PURPOSES, AS DESCRIBED IN DEED TO W. B. WINTERS RECORDED IN VOLUME 35, PAGE 430, DEED RECORDS, FRIO COUNTY, TEXAS, LEAVING A NET OF 58.465 ACRES OF LAND, MORE OR LESS. Â DEED OF TRUST â€“ EXHIBIT A B1BANK â€“ MERIDIAN EQUIPMENT LEASING LLCÂ EX-10.53 21 vivakor_ex10-53.htm EXHIBIT 10.53 Â Exhibit 10.53 Â TRUCKING TRANSPORTATION AGREEMENT ADDENDUM Â This addendum (â€œAddendumâ€) is to that certain TRUCKING TRANSPORTATION AGREEMENT dated JanuaryÂ 1, 2024, between ENDEAVOR CRUDE, LLC (â€œCarrierâ€) and WHITE CLAW CRUDE, LLC (â€œCustomerâ€). Operator and shipper may hereinafter be referred to individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â Whereas the original agreement provided for a Minimum Volume Commitment (MVC) of 35,000 barrels per day. The parties hereby agree that the MVC will be 75,000 barrels per day for the period JanuaryÂ 1, 2024 to the end of the contract Â The parties agree that the MVC is applied to all barrels hauled by the Carrier, not just those tendered by the Customer.Â Additionally, the rate for the deficiency charge per barrel shall be 25% of the average rate for all hauls made by the carrier in that month. Â CARRIER: Â Â Â ENDEAVOR CRUDE, LLC Â a Texas limited liability company Â Â Â By: Jorgan Development, LLC, a Louisiana Limited liability company, its Manager Â Â Â Â By: /s/ James Ballengee Â Name: James Ballengee Â Title: Manager Â Â CUSTOMER: Â Â Â WHITE CLAW CRUDE, LLC Â a Texas limited liability company Â Â Â By: /s/ Mary Kilpatrick Â Name: Mary Kilpatrick Â Title: Manager Â Â Â EX-10.54 22 vivakor_ex10-54.htm EXHIBIT 10.54 Â Exhibit 10.54 Â FIRST AMENDMENT TO CRUDE OIL GATHERING AND DEDICATION AGREEMENT Â THIS FIRST AMENDMENT TO CRUDE OIL GATHERING AND DEDICATION AGREEMENT (â€œAme11dme11tâ€) is made and entered into this 13111 day of July, 2018 (the â€œEffective Dateâ€), by and between CPE Gathering Midcon, LLC, a Delaware limited liability company (â€œGathererâ€), and Continental Resources, Inc., an Oklahoma corporation (â€œProducerâ€). Gatherer and Producer are sometimes referred to in this Amendment singularly as a â€œPartyâ€ and collectively as the â€œParties.â€ Â Recitals Â A. WHEREAS, Gatherer and Producer are parties to that certain Crude Oil Gathering and Dedication Agreement dated as of MarchÂ 17, 2017 (the â€œAgreementâ€); and Â B. WHEREAS, Gatherer and Producer desire to amend the Agreement as provided for herein. Â Agreement Â NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: Â 1.Â SectionÂ 4.7.2, Phase II Gathering Receipt Points and Phase Ill Gathering Receipt Points, of the Agreement is hereby deleted and restated in its entirety to read as follows: Â 4.7.2 Phase II Gathering Receipt Points and Phase III Gathering Receipt Points. The Connection Due Date set forth in any Connection Notice for any Phase II Gathering Receipt Point or any Phase ill Gathering Receipt Point can be no sooner than the later of: (a) ninety (90) Days after the date of receipt of such Connection Notice by Gatherer; (b) sixty (60) Days from the date Producer has acquired and assigned to Gatherer all necessary right of way such that Gatherer can extend its System and establish such Phase II Gathering Receipt Point or Phase III Gathering Receipt Point, as the case may be; and (c) October 1, 2018 for the Phase II Group B Wells listed as a â€œJ alouâ€ and October 15, 2018 for the Phase II Group B Wells listed as a â€œHomsey.â€ Â

2.Â SectionÂ 6.1, Fees, of the Agreement is hereby deleted and restated in its entirety to read as follows: Â 6.1Â Fees. Except as otherwise provided in SectionÂ 4.6.3.2 and this SectionÂ 6, Gatherer shall charge and Producer shall pay the following fees: Â 6.1.1 Truck Unloading Fees. A fee equal to $0.153 per Barrel for all Dedicated Crude received at Trucking Receipt Points during each Month (â€œTruck Unloading Feeâ€). Â Â Â Â 6.1.2 Phase I Gathering Receipt Point Gathering Fees. A fee equal to $0.388 per Barrel for all Dedicated Crude received at Phase I Gathering Receipt Points during each Month (â€œPhase I Gathering Feeâ€). Â 6.1.3 Phase II Gathering Receipt Point Gathering Fees. A fee equal to $0.388 per Barrel for all Dedicated Crude received at Phase II Gathering Receipt Points from all Phase II Group A Wells during each Month (â€œPhase II Group A Gathering Feeâ€)~ and a fee equal to $0.850 per Barrel for all Dedicated Crude received at Phase II Gathering Receipt Points from all Phase II Group B Wells during each Month (â€œPhase II Group B Gathering Feeâ€). Â 6.1.4 Phase III Gathering Receipt Point Gathering Fees. A fee equal to $0.388 per Barrel for all Dedicated Crude received at Phase III Gathering Receipt Points during each Month (â€œPhase Ill Gathering Feeâ€, and together with the Phase I Gathering Fee, Phase II Group A Gathering Fee, and Phase II Group B Gathering Fee, the â€œGathering Feeâ€). Â 6.1.5 Self-Connect Fee. Subject to this SectionÂ 6, Gatherer shall charge and Producer shall pay $0.250 per Barrel for all Dedicated Crude received through Gathering Receipt Points from Wells Producer elected to connect under SectionÂ 4.6.3.2 (â€œSelf-Connect Feeâ€). Â 3.Â SectionÂ 6.2, Annual CPI Adjustment, of the Agreement is hereby deleted and restated in its entirety to read as follows: Â 6.2 Annual CPI Adjustment. The Truck Unloading Fee and Gathering Fees will be increased effective on each July I during the Term, commencing July 1, 2019, by a percentage equal to the percentage change increase (if any) calculated in accordance with the CPI Adjustment; provided, however, in the event the CPI Adjustment would result in an increase greater than two percent (2 %) on the applicable date of increase, such increase to the Truck Unloading Fee and Gathering Fees shall be limited to two percent (2%). For the avoidance of doubt, in no event shall the Truck Unloading Fee or any Gathering Fee ever be decreased. Â 4.Â Exhibit â€œBâ€ to the Agreement, CTF and System Specifications and Configuration, is hereby deleted and replaced in its entirety with a new Exhibit â€œBâ€ attached hereto as ScheduleÂ 2. Â 5.Â Exhibit â€œCâ€ to the Agreement, Definitions, is hereby amended as follows: Â (a)Â the definition of â€œGathering Feeâ€ is hereby deleted and replaced in its entirety with the following: Â â€œGathering Feeâ€ has the meaning set forth in SectionÂ 6.1.4 of this Agreement. Â 2 Â Â (b)Â there is hereby added a new definition of â€œPhase I Gathering Feeâ€ to read as follows: Â â€œPhase I Gathering Feeâ€ has the meaning set forth in SectionÂ 6. l .2. Â (c)Â there is hereby added a new definition of â€œPhase III Gathering Feeâ€ to read as follows: Â â€œPhase III Gathering Feeâ€ has the meaning set forth in SectionÂ 6. l .4. Â (d)Â there is hereby added a new definition of â€œPhase II Group A Gathering Feeâ€ to read as follows: Â â€œPhase II Group A Gathering Feeâ€ has the meaning set forth in SectionÂ 6.1.3. Â (e)Â there is hereby added a new definition of â€œPhase II Group B Gathering Feeâ€ to read as follows: Â â€œPhase II Group B Gathering Feeâ€ has the meaning set forth in SectionÂ 6. 1.3. Â (f)Â there is hereby added a new definition of â€œPhase II Group A Wellsâ€ to read as follows: Â â€œPhase II Group A Wellsâ€ means the Wells appearing under the heading Group A Wells in Exhibit â€œE-2.â€ Â (g)Â there is hereby added a new definition of â€œPhase II Group B Wellsâ€ to read as follows: Â â€œPhase II Group B Wellsâ€ means the Wells appearing under the heading Group B Wells in Exhibit â€œE-2.â€™â€™ Â (h)Â the definition of â€œSelf-Connect Feeâ€ is hereby amended by replacing the reference to SectionÂ 6.1 contained therein and replacing such reference with SectionÂ 6. 1.5. Â (i)Â the definition of â€œTruck Unloading Feeâ€ is hereby amended by replacing the reference to SectionÂ 6.1 contained therein and replacing such reference with SectionÂ 6.1.1. Â 6.Â Exhibit â€œE-2â€ of the Agreement, Wells and Units Associated with Phase II Gathering Receipt Points, is hereby deleted in its entirety and replaced with a new Exhibit â€œE-2â€ attached hereto as ScheduleÂ 3. Â 3Â Â 7.Â The Parties acknowledge and agree: (a) if any of the â€œJalouâ€ Phase II Group B Wells are completed and producing Dedicated Crude prior to OctoberÂ 1, 2018, then Producer shall pay Gatherer the Phase II Group B Gathering Fee for such Wells until the earlier of OctoberÂ 1, 2018, or the date a Phase ll Gathering Receipt Point has been established for such â€œJalouâ€ Phase II Group B Wells; and (b) if any of the â€œHomseyâ€ Phase II Group B Wells are completed and producing Dedicated Crude prior to OctoberÂ 15, 2018, then Producer shall pay Gatherer the Phase II Group B Gathering Fee for such â€œHomseyâ€ Phase II Group B Wells until the earlier of October 15, 2018, or the date a Phase II Gathering Receipt Point has been established for such â€œHomseyâ€ Phase II Group B Wells. Â 8.Â Except as amended by this Amendment, the Agreement shall remain in full force and effect pursuant to the terms hereof and thereof, and the Parties hereby ratify and confirm the Agreement as hereby amended. All references to the Agreement shall hereinafter be deemed to refer to the Agreement as amended hereby. Â 9.Â This Amendment will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to the principles of conflict of laws. Â 10.Â This Amendment may be executed in any number of counterparts, each of which will be considered an original, and all of which will be considered one and the same instrument. Any signature contained in a counterpart of this Amendment transmitted by facsimile or electronically will be deemed to be an original signature. Â Â [Signatures on following page] Â 4 Â Â IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized officers on the date first hereinabove written. Â GATHERER: Â Â Â Â CPE GATHER MIDCON, LLC Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Â Â PRODUCER: Â Â Â Â CONTINENTAL RESOURCES, INC. Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â 5 Â Â SCHEDULE 2 Â [attached] Â 6 Â Â EXHIBIT â€œBâ€ to CRUDE OIL GATHERING AND DEDICATION AGREEMENT DATED EFFECTIVE MARCH 17, 2017 Â Phase I and Phase II Â Â Â 7 Â Â Â 8 Â Â SCHEDULE 3 Â [attached] Â 9 Â Â EXHIBIT â€œE-2â€ to CRUDE OIL GATHERING AND DEDICATION AGREEMENT DATED EFFECTIVE MARCH 17, 2017 Â WELLS AND UNITS AS SOCIA TED WITH PHASE II GATHERING RECEIPT POINTS Â Group A Wells: Â Well Name County State Section Township Range LADD 2-8-5XHW BLAINE OK 08/05 16N 10W LADD 3-8-SXH BLAINE OK 08/05 16N 10W LADD 4-8-SXHW BLAINE OK 08/05 16N 10W LADD 5-8-5XH BLAINE OK 08/05 16N 10W LADD 6-8-SXHW BLAINE OK 08/05 16N 10W LADD 7-8-5XH BLAINE OK 08/05 16N 10W LADD 8-8-SXH BLAINE OK 08/05 16N 10W PARHAM 2-8-17XHW BLAINE OK 08/17 16N 10W PARHAM 3-8-17XH BLAINE OK 08/17 16N 10W PARHAM 4-8-17XHW BLAINE OK 08/17 16N 10W PARHAM 5-8-17XH BLAINE OK 08/17 16N 10W PARHAM 6-8-17XHW BLAINE OK 08/17 16N 10W PARHAM 7-8-17XH BLAINE OK 08/17 16N 10W PARHAM 8-8-17XH BLAINE OK 08/17 16N 10W BROWNING 2-21-lGXH BLAINE OK 21/16 16N 10W BROWNING 3-21-16XH BLAINE OK 21/16 16N 10W BROWNING 4-21-16XH BLAINE OK 21/16 16N 10W BROWNING 5-21-lGXH BLAINE OK 21/16 16N 10W BROWNING 6-21-lGXH BLAINE OK 21/16 16N 10W BROWNING 7-21-lGXH BLAINE OK 21/16 16N 10W BROWNING 8-21-lGXH BLAINE OK 21/16 16N 10W OPPEL 1-25-24XH BLAINE OK 25/24 16N 10W OPPEL 2-25-24XH BLAINE OK 25/24 16N 10W OPPEL 3-25-24XH BLAINE OK 25/24 16N 10W OPPEL 4-25-24XH BLAINE OK 25/24 16N 10W OPPEL 5-25-24XH BLAINE OK 25/24 16N 10W OPPEL 6-25-24XH BLAINE OK 25/24 16N 10W OPPEL 7-25-24XH BLAINE OK 25/24 16N 10W OPPEL 8-25-24XH BLAINE OK 25/24 16N 10W Â 10 Â Â Group B Wells: Â Well Name County State Section Township Range Quintle 2-10-3XH BLAINE OK 10 16N 10W Quintle 3-10-3XH BLAINE OK 10 16N 10W Quintle 4-10-3XH BLAINE OK 10 16N 10W Quintle 5-10-3XH BLAINE OK 10 16N 10W Quintle 6-10-3XH BLAINE OK 10 16N 10W Jalou 1-25-36XHM BLAINE OK 24 15N 11W Jalou 2-25-36XHM BLAINE OK 24 15N 11W Jalou 3-25-36XHM BLAINE OK 24 15N 11W Jalou 4-25-36XHM BLAINE OK 24 15N 11W Homsey 2-22-27XHM BLAINE OK 22 15N 11W Homsey 3-22-27XHM BLAINE OK 22 15N 11W Homsey 4-22-27XHM BLAINE OK 22 15N 11W Homsey 5-22-27XHM BLAINE OK 22 15N 11W Homsey 6-22-27XHM BLAINE OK 22 15N 11W Reba Jo 1-13H BLAINE OK 24/13 15N 11W Reba Jo 2-13H BLAINE OK 24/13 15N 11W Reba Jo 4-13H BLAINE OK 24/13 15N 11W Reba Jo 5-13H BLAINE OK 24/13 15N 11W Reba Jo 6-13H BLAINE OK 24/13 15N 11W Reba Jo 7-13H BLAINE OK 24/13 15N 11W Schulte Federal 6-19-18XHM BLAINE OK 19/30 15N 10W Schulte Federal 7-19-18XHM BLAINE OK 19/30 15N 10W Schulte Federal 8-19-18XHM BLAINE OK 19/30 15N 10W Schulte Federal 9-19-18XHM BLAINE OK 19/30 15N 10W Schulte FIU 2-19-18XHM BLAINE OK 19/30 15N 10W Schulte FIU 3-19-18XHM BLAINE OK 19/30 15N 10W Schulte FIU 4-19-18XHM BLAINE OK 19/30 15N 10W Schulte FIU 5-19-18XHM BLAINE OK 19/30 15N 10W Â 11 EX-10.55 23 vivakor_ex10-55.htm EXHIBIT 10.55 Â Exhibit 10.55 Â MOTOR CARRIER SERVICES AGREEMENT Â THIS MOTOR CARRIER SERVICES AGREEMENT (the â€œAgreementâ€) dated and effective MayÂ 2147, 2023 (the â€œEffective Dateâ€), is made by and between Bonanza Creek Energy Operating Company, LLC, Extraction Oil and Gas, Inc., Northwest Corridor Holdings, LLC, Axis Exploration, LLC, 7N, LLC, 8 North, LLC, Crestone Peak Resources Operating LLC, Civitas North, LLC, and HighPoint Operating Corporation (each, a â€œCompanyâ€) and Endeavor Crude LLC, a Texas limited liability company (â€œMotor Carrierâ€). Company and Motor Carrier may hereinafter sometimes be referred to separately as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Â WITNESSETH Â WHEREAS, Company desires to have Motor Carrier furnish certain Services as defined herein; and Â WHEREAS, Motor Carrier represents and warrants to Company that it is in the business of transporting Products including Hazardous Materials in intrastate and interstate commerce and desires to provide motor contract carrier services to Company for the transportation of Companyâ€™s Product under United States Department of Transportation No. 3268089 and Motor Carrier No. MC-1031230 has the expertise, qualified personnel, facilities and equipment to properly and lawfully provide the Services; and Â WHEREAS, Motor Carrier is aware of the distinct needs of Company and can satisfy such needs; and Â WHEREAS, Company and Motor Carrier agree that the Services will be performed by Motor Carrier in a manner compliant with all Laws, as defined herein, that maximizes the safety and health of all personnel involved in providing the Services and integrates environmentally sound work practices. Â NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Motor Carrier agree as follows: Â 1. DEFINED TERMS. Â Defined Terms. The following definitions shall for all purposes, unless clearly indicated to the contrary, apply to the capitalized terms used in this Agreement: Â â€œAffiliateâ€ means with respect to any Person, any other Person: (i) in which such Person owns or acquires, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interests thereof; (ii) which owns or acquires, directly or indirectly, fifty percent (50%) of the issued and outstanding voting securities of such Person; (iii) in which a Person described in clause (ii) owns or acquires, directly or indirectly fifty percent (50%) or more of the outstanding voting securities or other ownership interests thereof; or (iv) which is specifically identified by a Party to the other party as a Person for which such Party has operating or management responsibilities. Â â€œAgreementâ€ defined in the introductory paragraph, together with all exhibits, appendices and schedules attached hereto, as it may be extended, amended, supplemented or restated from time to time in accordance with the provisions hereof. Â â€œBusiness Dayâ€ means any Day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of Colorado. Â Â Â Â â€œClaimâ€ means any and all judgments, claims, disputes, causes of action, demands, lawsuits, suits, proceedings, governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages, investigations, deficiencies, levies, duties and imposts. Â â€œCompanyâ€ has the meaning set forth in the introductory paragraph hereof. Â â€œCompany-Indemniteesâ€ shall mean Company and its Affiliates and co-venturers and the foregoingsâ€™ respective officers, members, directors, employees, subcontractors and agents. Â â€œCompany Representativeâ€ has the meaning set forth in SectionÂ 4.1 hereof Â â€œConfidential Informationâ€ has the meaning set forth in SectionÂ 17.1 hereof. Â â€œDayâ€ means the period of time commencing at 0000 hours on one calendar day and running until 2400 hours Mountain Standard Time on the same calendar day. Â â€œDefendâ€ means the obligation of the indemnitor at the indemniteesâ€™ election to defend the indemnitees at the indemnitorâ€™s sole expense. Notwithstanding the foregoing, the indemnitees shall be entitled to participate in their defense at the indemniteesâ€™ sole cost. All obligations to Defend shall include the obligation to reimburse the indemnitee for its reasonable costs, expenses and fees incurred in enforcing the indemnity, release or protection obligations of this Agreement, as said costs, expenses or fees are incurred. If the indemnitee reasonably requests, the indemnitor shall select alternative counsel. Â â€œDispatch Ordersâ€ has the meaning set forth in SectionÂ 2.1 hereof. Â â€œDisputeâ€ has the meaning set forth in SectionÂ 19.3 hereof. Â â€œDOTâ€ means the United States Department of Transportation. Â â€œEffective Dateâ€ means the date set forth in the introductory paragraph hereof. Â â€œEmergency Eventâ€ means any event or incident that is (i) required to be reported to a Government Authority pursuant to 49 CFR 171.15(b), 40 CFR 302.6, or other Law, and (ii) any other event subject to an indemnity claim pursuant to SectionÂ 9.1 and SectionÂ 16.6 hereof. Â â€œEmployeeâ€ shall mean a Partyâ€™s permanent, part-time and temporary employees, as well as personnel whose services are obtained by the applicable Party through a contract, staffing or personnel services company and employees of the applicable Partyâ€™s Affiliates and co-venturers who are providing services related to the Services under the direct control of such Party. Â 2 Â Â â€œForce Majeureâ€ means any act or event that (i) delays or renders impossible the affected Partyâ€™s performance of its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, not due to its fault or negligence and was not reasonably foreseeable, and (iii) could not have been prevented or avoided by the affected Party through the exercise of due diligence. To the extent that provisions (i) through (iii) above are satisfied, Force Majeure shall include, but not be limited to the following: storms or floods, tornadoes, hurricanes, typhoons, tsunamis, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, national or industry-wide strikes, commercial embargoes, pandemics, fires, explosions, disruption or failure of upstream or downstream pipeline or terminal, and actions of a Government Authority after the Effective Date. Force Majeure shall not include any of the following: (a) economic hardship; (b) changes in market conditions; (c) late delivery or failure of transportation equipment or other equipment of Motor Carrier used for performances of the Services; (d) labor availability or strikes (except national or industry-wide strikes); (e) shortage of materials, consumables, equipment or utilities; (f) climatic conditions (including normal rain, snow, wind, temperature and other weather conditions), tides, and seasons, other than climatic conditions that could be a threat to the environment, safety, or health of people or property; or (g) nonperformance or delay by Motor Carrier, unless such event is otherwise caused by Force Majeure. Â â€œGovernment Authority (ies)â€ means any government, any local, state, tribal or Federal governmental administration, agency, instrumentality or other instrumentality or other political subdivision thereof or any court, commission or other governmental authority of competent judgment. Â â€œGovernment Authorization(s)â€ means any agreement, plan, permit, license, designation, report, inspection, documentation, insurance, endorsement, bond, testing, record or other documentation or authorization required to be procured or maintained by any Government Authority pursuant to applicable Law. Â â€œHazardous Materialsâ€ has the meaning set forth in 49 U.S.C. Â§ 5102(2). Â â€œIndemnifyâ€ or â€œIndemnificationâ€ shall mean defend, release, indemnify, protect and hold harmless. Â â€œLaw(s)â€ means all constitutions, laws (including common law), treaties, statutes, orders, decrees, rules, injunctions, licenses, permits, approvals, agreements, regulations, codes, and ordinances issued by any Government Authority required and including judicial or administrative orders, consents, decrees, and judgments, and all published directives, guidelines, governmental authorizations, requirements or other governmental restrictions which have the force of law, and determinations by, or interpretations of any of the foregoing by any Government Authority having jurisdiction over the matter in question and binding on a given Person, whether in effect as of the date hereof or thereafter, in each case as amended. Â â€œMaterial Defaultâ€ means: (i) the failure of a Party to pay the other Party any material amount of money payable by that Party, except a failure subject to a bona fide business dispute about the amount of such payment or the liability for such payment, not accompanied by a general failure by that Party to pay undisputed amounts it owes under this Agreement, or (ii) the failure of a Party to perform its material obligations under this Agreement, except when excused by Force Majeure or by some other provision of this Agreement, and except a failure subject to a bona fide dispute about any obligation. Â â€œMonthâ€ or â€œMonthlyâ€ means a calendar month commencing at 0000 hours on the first Day thereof and running until 2400 hours Mountain Standard Time on the last Day thereof. Â â€œMotor Carrierâ€ shall mean the company defined as â€œMotor Carrierâ€ in the introductory paragraph of this Agreement. The term includes any other Person identified as a â€œMotor Carrierâ€ in a Rider issued pursuant to this Agreement. Â â€œMotor Carrier Indemniteesâ€ shall mean Motor Carrier and any of its Affiliates that are involved in the Services and the foregoingsâ€™ respective officers, members, directors, employees, subcontractors and agents. Â â€œMotor Carrier Representativeâ€ has the meaning set forth in SectionÂ 4.1 hereof. Â 3 Â Â â€œMotor Vehicleâ€ means a vehicle, machine, tractor-trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in transportation. Â â€œNoticeâ€ means any notice, request, instruction, correspondence or other communication permitted or required to be a given under this Agreement in accordance with SectionÂ 12 hereof or received from a Person who is not a Party. Â â€œPersonâ€ means any individual, general partnership, limited partnership, limited liability company, corporation, join venture, trust, cooperative or association, or any foreign trust or foreign business organization and the heirs, executors, administrators, successors and assigns of such â€œPersonâ€ where the context so permits. Â â€œPersonal Injuryâ€ shall mean any injury suffered by a natural person including bodily injury, death, sickness, ill health, disease, and mental anguish, distress or injury. Â â€œPrime Rateâ€ shall mean the JP Morgan Chase Bank N.A. Prime Rate as published daily. Â â€œProductâ€ means crude oil, condensates, natural gas liquids (including butanes and natural gasoline) and/or produced water, some or all of which may constitute Hazardous Materials. Â â€œRiderâ€ has the meaning set forth in SectionÂ 3.1 hereof. Â â€œServicesâ€ has the meaning set forth in SectionÂ 2.1 hereof. Â â€œSiteâ€ shall mean property owned, leased or controlled by Company at which Services will be performed and/or utilized by Company. Â â€œTaxesâ€ means any income, sales, use, excise, transfer, and similar taxes, fees and charges (including ad valorem taxes), including any interest or penalties attributable thereto, imposed by a Government Authority. Â â€œTermâ€ has the meaning set forth in SectionÂ 7.1. Â â€œYearâ€ means a calendar year. Â 4 Â Â 2. SCOPE OF SERVICES. Â 2.1 General. Motor Carrier shall be responsible for and perform the following duties (collectively, the â€œServicesâ€): Â i. Receive telephone calls or other forms of agreed electronic communications from Company requesting that the Motor Carrier gauge/measure and transport the Product

(such communicated request, a â€œDispatch Orderâ€). Â ii. Dispatch equipment to Companyâ€™s customerâ€™s location for the purpose of transporting Product as per Companyâ€™s Dispatch Orders. Motor Carrier shall pick up all loads which have been dispatched by the Company and are ready for transportation within 24 hours. Â iii. At Companyâ€™s customersâ€™ location (the â€œDelivery Pointâ€), which shall be memorialized upon each associated run ticket, verify the quality and quantity of Product to be loaded and transported by using standards and procedures, as established by Company and provided in writing to Motor Carrier. Â iv. Upon determination of (i) observed quality (Productâ€™s base sediment level, water percentage and temperature) and (ii) tank volume, then (a) if the observed quality does not conform to the Companyâ€™s specifications at the Companyâ€™s designated destination, reject such Product, or (b) if the observed quality conforms to such specifications, load Product onto Motor Carrierâ€™s vehicle, document the observed quality and document volume readings of the load. Â v. Take custody of Product at the Delivery Point and maintain custody during transportation and deliver a measured amount of Product to the destination specified by Company and unload such Product at such destination (the â€œReceipt Pointâ€). Upon delivery of Product at the agreed upon Offload Point, custody and risk of loss of the Product shall transfer from Motor Carrier to the party determined by the Company and memorialized upon the associated run ticket. Motor Carrier shall not be responsible for conditions beyond its control that may cause a variation in volume measurement, including, but not limited to, temperature, tank cling or tank peculiarities. Â vi. Provide documentation in the form specified by Company referencing the Productâ€™s gauging, measurement, quantity and quality picked up at the agreed upon Delivery Point and deliver to the Receipt Point. Â vii. Install, operate and maintain, at its cost and expense, (a) electronic ticketing compatible communications applications and hardware that will permit the timely communication of Dispatch Orders from the Company and the in-cab printing of run tickets and other required documentation, and (b) applications and hardware that allow the Company to poll electronically run tickets and/or other required information. Â viii. Liaise with the producers, pumpers, rack persons, etc., as well as Company field personnel in order to facilitate the above referenced tasks. Â ix. Provide support and ancillary services (e.g. bobtailing, chain up, split loads) upon request by Company and/or as safe and prudent conditions may dictate. Such services are invoiced by Motor Carrier to Company as reflect in the applicable Rider(s). Â x. Prepare all bills of lading, placarding, documentation, or other shipping papers in full compliance with Laws including but not limited to the provisions of 49 C.F.R. Subchapter C for Hazardous Materials. Â xi. Perform all necessary and incident services, labor, materials, and documents including, without limitation, the services of any special subcontractors, necessary to properly and completely furnish and perform, the Services. Â 5 Â Â 2.2 Equipment. Except as otherwise specifically agreed, Motor Carrier shall provide all Motor Vehicles, drivers, personnel, equipment, machinery, tools, materials, and supplies necessary and prudent to perform the Services. Each Motor Vehicle shall be suitable for the particular transportation required, shall comply with all Laws applicable to Motor Vehicles engaged in such loading, unloading, and transportation required and shall be maintained in good, safe and serviceable condition. Company may inspect any Motor Vehicle at any time during the Term of this Agreement and may reject any Motor Vehicle which does not, in Companyâ€™s sole judgment, reasonable exercised, meet the requirements of this SectionÂ 2.2. Companyâ€™s failure to inspect or reject any such Motor Vehicle shall not relieve Motor Carrier of its obligations under this Agreement. Â 2.3 Governmental Authorizations. Motor Carrier, at its sole cost and expense, and in its name, shall obtain and maintain all Governmental Authorizations necessary and prudent to perform and provide the Services. With Respect to the Services to be provided hereunder, Motor Carrier represents and warrants to Company that Motor Carrier has and will maintain all necessary and appropriate operating authority from all applicable Government Authorities to provide interstate and intrastate Services and that no part of such operating authority has been suspended or revoked. Motor Carrier shall provide to Company upon written request: (i) a list of all such registration(s) and/or operating authority(ies); and (ii) evidence of each registration(s) and/or operating authority(ies). Â 2.4 Career Minimum Requirements. Motor Carrier shall meet the minimum requirements as set forth in the attached Exhibit A. Â 3. CONTRACTS. Â 3.1 Company Contracts. Each contract whereby Motor Carrier agrees to perform Services for Company shall be in the form set forth in Exhibit C (each a â€œRiderâ€) and shall be signed by both parties. Â 3.2 Riders. It is the intent of the Parties that a Rider may add, delete, revise, or otherwise adjust Product volumes, points of origin, delivery points, related services, and transportation rates and other charges, and that multiple Riders may be in effect at any one time. Â 3.3 Application of Agreement to Contracts. Except as may be specifically stated otherwise herein, this Agreement shall apply to every Rider between the Parties during the Term hereof with the same force and effect as if the terms and conditions hereof were fully set forth in any such Rider. In the event of a conflict between the terms of this Agreement and the terms of a Rider, the terms of this Agreement shall control. Â 4. DESIGNATED REPRESENTATIVES. Â 4.1 Designated Representatives. Company and Motor Carrier shall, by Notice to each other, designate a Company representative (the â€œCompany Representativeâ€) and a Motor Carrier representative (the â€œMotor Carrier Representativeâ€), respectively, who shall have authority to act on behalf of Company and Motor Carrier, respectively, on all matters pertaining to this Agreement. Â 4.2 Additional Representatives. The Company Representative and the Motor Carrier Representative may, by Notice to each other, designate additional representatives of Company and Motor Carrier, respectively, who may act as liaison for certain aspects of the Services. Such Notice shall establish the authority of each additional representative. Company and Motor Carrier acknowledge that these additional representatives shall have authority to act under the Agreement only insofar as their assigned authority under the applicable Notice designating such additional representative. Â 6 Â Â 5. COMPENSATION; INVOICING; PAYMENT. Â 5.1 Freight Rates and Other Charges. Company agrees to pay Motor Carrier, for the Services provided hereunder, and Motor Carrier agrees to charge, the applicable freight rates and other charges set forth in the applicable Rider(s) entered into by the Parties. Transportation fees and other charges (accessorial fees) shall be billed as a separate line item charge on Motor Carrierâ€™s ticket summary file. Â 5.2 Fuel Surcharge. Any fuel surcharges shall be charged as provided in ScheduleÂ 3. Â Invoicing. Motor Carrier shall prepare and submit a monthly ticket summary file and applicable invoice to Company for the Services performed. Company has the authority to request altering the format and/or request additional data to be provided on Motor Carrierâ€™s ticket summary file. Each ticket summary file shall be accompanied by applicable freight bill and bills of lading. Company will pay Motor Carrier based on Motor Carrierâ€™s calculations for freight rates, other charges (accessorial fees) and fuel surcharge in the manner set forth in the applicable Rider(s) entered into by the Parties. Invoice amounts will be calculated based on gross barrels and/or gallons. The Parties expressly agree that the rates agreed to be paid to Motor Carrier by Company shall be inclusive of (i) insurance premiums paid by Motor Carrier in acquiring and maintaining the insurance required by this Agreement and (ii) taxes, fees, licenses and permits required to be borne by Motor Carrier pursuant to this Agreement. Â 5.3 Payment. Company shall pay Motor Carrier any undisputed amounts within thirty (30) Business Days after its receipt of the applicable ticket summary file and invoice from Motor Carrier. Any undisputed amounts not paid when due hereunder shall accrue interest from the due date to the date of payment at a rate equal to the lesser of (i) the Prime Rate plus 4% per annum or (ii) the maximum rate permitted by applicable Law. In the event of a dispute related to any amounts owed by Company, Company will neither be subject to nor liable for interest or penalties related to such disputed amounts. The Parties hereto agree to work in good faith to resolve such disputes in accordance with SectionÂ 5.4, below. Â 5.4 Billing Disputes. Company will pay Motor Carrier for Services satisfactorily rendered under this Agreement (i) in accordance with Motor Carrierâ€™s published schedule of rates and/or prices, as such rates and/or prices are in effect on the date of the applicable Rider, after application of published or agreed discounts and credits. Overcharge, duplicate payment, over-collection, and unidentified payment Claims hereunder shall be processed, investigated and disposed of in the manner set forth in 49 C.F.R. Part 378. Company is allowed up to one-hundred twenty (120) days from and after the end of each ticket summary file period to identify and communicate to Motor Carrier any billing disputes with respect to such ticket period. The parties shall seek to resolve all such disputes expeditiously and in good faith. Payment by Company of any invoice shall be without prejudice and shall not constitute a waiver of Companyâ€™s right subsequently to question or contest the amount or correctness of such invoice and to seek reimbursement. Â 5.5 Electronic Commerce. Motor Carrier will implement such forms of electronic data interchange as may be reasonably requested by Company for electronically exchanging tickets, monthly ticket summary files, invoices, payments, and any such other forms of electronic commerce as Company may reasonably request to enable or facilitate the migration from traditional paper methods or conducting business and exchanging information to electronic methods. Â 7 Â Â 5.6 Price Indexing. Upon twelve (12) months of the Effective Date either Party may request in writing an adjustment, and corresponding increase or decrease, of the Pricing ($/bbl) ("Price Adjustment"), as shown upon ScheduleÂ 1, if and only if the West Texas Intermediate ("WTI") price per bbl varies to an amount equal to or exceeding a 20% change from an initial baseline value here defined as $80.00 per bbl (â€œBaseline Valueâ€). The written request for the Price Adjustment shall take into consideration and reflect the WTI pricing based upon a running average of the prior twelve (12) months. In the event that the Baseline Value does not change in an amount equal to or greater than 20%, according to the yearly-running-average mechanism described in the preceding sentence, then a Price Adjustment is not applicable and is expressly precluded. Â 6. COMMODITY LOSSES AND DAMAGE. Â 6.1 Losses, Damage or Injury. Motor Carrier shall be liable to Company for the full actual loss, damage and/or injury to Product while such Product is in the possession and/or custody and/or control of Motor Carrier.4 Â 6.2 Processing of Loss, Damage, and Delay Claims. Handling procedures for claims for loss, damage, and delays will be in accordance with 49 CFR Part 370. For claims purposes hereunder, the full amount of each invoice generated by Company for the Product that is being sold shall be the agreed value of the applicable cargo. Â 6.3 Limitations. Claims of Company for loss, damage or delay must be noticed to Motor Carrier within six (6) Months after delivery of the Product, except that Claims for failure to make delivery must be filed within six (6) Months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Motor Carrier no later than two (2) Years from the date Motor Carrier gives Notice to Company that Motor Carrier has denied the Claim or any part of the Claim specified in the Notice. Â 7. TERM and TERMINATION. Â 7.1 Term. This Agreement shall have a primary term of two (2) years commencing on the Effective Date, which such term shall automatically renew Month to Month thereafter (the â€œTermâ€), unless and until terminated by either Party by giving a termination Notice to the other Party at least thirty (30) Days prior to the end of the then-current Term. Â 7.2 Termination. Either Party shall have the right to terminate this Agreement at any time by Notice to the other Party if: (i) the other Party is in Material Default of any of its obligations under this Agreement and the injured Party gives Notice of such Material Default to the defaulting Party, which Notice shall set forth in reasonable detail the facts and circumstances of such Material Default, and (ii) the defaulting Party fails to cure such Material Default within ten (10) Business Days after its receipt of such Notice. The termination of this Agreement shall not relieve either Party of its obligations or liabilities hereunder which accrued prior to such termination. Â 7.3 Survival. The releases, indemnities, confidentiality, and accrued payment obligations contained in this Agreement shall survive the termination of this Agreement. Â 8 Â Â 8. PERFORMANCE. Â 8.1 General. All Services shall be performed, (i) except as otherwise set forth in this Agreement, at Motor Carrierâ€™s sole expense and risk, and (ii) in full compliance with all applicable Laws, all relevant amendments of such Laws, and all Government Authorizations, and (iii) in full compliance with all rules and procedures promulgated by Company and its customers provided to Motor Carrier and all requirements of Motor Carrierâ€™s insurers, and (iv) with maximum dispatch consistent with the Motor Carrierâ€™s best judgment as to safety and efficiency, and (v) consistent with the practices of a reasonable and prudent carrier of Product. Â 8.2 Drivers. Motor Carrierâ€™s drivers shall be fully licensed, qualified and cargo knowledgeable as required for safety, shall be courteous, shall present a neat appearance, and shall comply with all reasonable operational procedures of Company and its customers as provided to Motor Carrier. When loading or unloading at Delivery Points or Receipt Points, Motor Carrierâ€™s drivers shall comply with all procedures of the loading and unloading facilities and the loading and delivery procedures of Company as provided to Motor Carrier. Motor Carrier agrees that its employees, subcontractors, agents, and others acting on its behalf shall be fully aware of, and knowledgeable about, those procedures. It is agreed that those procedures may be changed, amended, or modified by Company in Companyâ€™s reasonable discretion at any time and from time to time during the Term of this Agreement. Motor Carrier further agrees to send only employees, subcontractors, or agents that have been properly instructed in the characteristics and safe handling methods associated with the Product to be hauled. Company, in its reasonable discretion, may prohibit any person or equipment from entry upon or into any property or area owned, operated or controlled by Company. Motor Carrierâ€™s drivers shall promptly report all Product spills, shortages, or accidents that occur in the course of performance in accordance with SectionÂ 16 of this Agreement and in compliance with all Laws. Â 8.3 Access Agreements. At all times during the Term of this Agreement, Motor Carrier agrees to execute and to comply fully with the terms and conditions contained in any and all policies and agreements required by third-parties to permit Motor Carrier to have access to facilities and/or locations to perform Services for Company as contemplated hereunder. Â 8.4 Access to Company Property. Motor Carrier acknowledges its awareness of terminal access or equivalent agreements for entry onto the Companyâ€™s property and facilities or its designee. As a condition to being granted access to the Companyâ€™s property or facility or its designee hereunder, Motor Carrier agrees to sign and comply with any such applicable terminal access or equivalent agreements that are in effect during the Term hereof. Â 8.5 Time to Complete Dispatch. Motor Carrier shall pick up loads which have been called in and are ready for transportation within forty-eight (48) hours. In the event that Motor Carrier will not be able to pick up any load within forty-eight (48) hours after the initial request, Motor Carrier shall promptly notify Company and/or Companyâ€™s customers. Â Failure to complete Dispatch orders within the forty-eight-hour time period will be considered a breach of this Agreement, which may be waived by Company in its sole discretion. Â 8.6 Delivery Time. If delivery cannot be made as scheduled, Motor Carrier shall notify Company immediately. However, nothing in this Section shall be construed as relieving Motor Carrier of its obligations under this Agreement to make on-time deliveries in a safe manner. Â 9 Â Â 8.7 Independent Contractors. Â i. Motor Carrier shall provide the Services to Company as an independent contractor, and all personnel used by Motor Carrier to perform the Services are and shall be employees, subcontractors or agents of Motor Carrier, and Company shall not be responsible or liable for any employee matters. Motor Carrier agrees that neither Motor Carrier nor any of Motor Carrierâ€™s employees, subcontractors, or agents shall be considered employees, agents, or servants of Company. Company shall have no power or control over Motor Carrier or Motor Carrierâ€™s employees, subcontractors, or agents concerning the details of the Services. Companyâ€™s acceptance of any or all of the Services shall not relieve Motor Carrier of any obligations under this Agreement. Â ii. To the extent applicable, Motor Carrier has sole responsibility for: (i) properly classifying Contractorâ€™s employees, subcontractors, and agents for purposes of Fair Labor Standards Act (â€œFLSAâ€) and any other applicable law governing overtime compensation. Motor Carrier accepts full and exclusive responsibility and liability, and shall Indemnify each of the Company-Indemnitees, for: (i) the payment of any and all wages, salaries, overtime compensation, premiums, and any other compensation to Motor Carrierâ€™s employees, including compensating Motor Carrierâ€™s employees, subcontractors, and agents for hours worked in compliance with the FLSA and any other applicable law governing overtime compensation and (ii) payment and reporting of any and all federal, state or local payroll taxes, and (iii) withholding responsibilities, and (iv) withholding for contributions for unemployment insurance, old age pension, annuities, union dues, and retirement, and (v) any other benefits imposed by Law and measured by wages, salaries, or other remuneration paid or payable by Motor Carrier to Motor Carrierâ€™s employees engaged in providing Services hereunder or related activities, or by voluntary or contractual benefit plans between Motor Carrier and Motor Carrierâ€™s employees which require contributions by Motor Carrier, and agrees that each subcontractor who performs any part of the Services shall accept the same responsibility and liability with respect to employees of that subcontractor. Motor Carrier shall maintain accurate records of time worked by Motor Carriersâ€™ agents, employees, contracted owner-operators, and subcontractors. Â iii. Motor Carrier agrees that since Motor Carrier and Motor Carrierâ€™s employees, subcontractors, and agents are performing the Services as independent contractors and not as Companyâ€™s employees, neither Motor Carrier nor any of Motor Carrierâ€™s employees, subcontractors, or agents are eligible to participate in or receive any benefits from any Company benefit plan, including, without limitation, health or other insurance; retirement or welfare plans as defined under the Employee Retirement Income Security Act of 1974, as amended from time to time; or any fringe benefit plan or any other benefits extended to the Companyâ€™s employees. Â iv. Motor Carrier agrees to conduct background checks relevant to the nature of the services provided (including, without limitation, investigations into driver license history) on all of Motor Carrierâ€™s employees, subcontractors, or agents assigned to perform any of the Services. Should Motor Carrierâ€™s agents, employees, or subcontractors be involved in theft or intentional or willful contamination of Companyâ€™s Product(s), then Motor Carrier shall take appropriate actions to cease the theft or intentional or willful contamination of Companyâ€™s Product(s). Â v. Motor Carrier accepts full and exclusive responsibility and liability for maintain all payroll records, personnel records, reports, and any other documentation on all of the Motor Carrierâ€™s personnel used on Companyâ€™s account which are necessary to comply with all Laws relating to Motor Carrierâ€™s employment of those persons. Â 10 Â Â vi. Motor Carrier accepts full and exclusive responsibility and liability for creating, shaping, implementing, and enforcing any and all labor and employment relations policies concerning Motor Carrierâ€™s employees, including, without limitation, recruiting, screening, hiring, compensating, setting wage rates, training, scheduling, vacation scheduling, evaluating, promoting, demoting, replacing, disciplining, terminating, and handling grievances and any and all other employment complaints of an and all of Motor Carrierâ€™s employees. To aid Motor Carrier in disciplining the personnel used on Companyâ€™s account, Company shall report to Motor Carrier any incident which may warrant discipline of any employee, but Motor Carrier shall then have full and exclusive discretion to determine whether and how to investigate and whether and in what manner to discipline Motor Carrierâ€™s employee or take any other action in

regard to the reported incident that Motor Carrier in its sole and exclusive discretion may decide. Â vii. Should Motor Carrier have a collective bargaining agreement covering Motor Carrierâ€™s personnel utilized on Companyâ€™s account, Company is not a party to that collective bargaining agreement, and Company shall not have a right or obligation to participate in any collective bargaining. Â viii. Nothing herein shall be deemed or construed to create a partnership or joint venture under applicable Law between Company and Motor Carrier or to cause any Party to be responsible in any way for the debts or obligations of the other Party. Â ix. Motor Carrier will ensure that all drivers providing Services, including drivers who are independent owner-operators with their own operating authority under federal law, agree to abide by all requirements of this contract to the same extent as Motor Carrier. Â 8.8 Management of Health, Safety, and Environmental Protection. Motor Carrier shall at all times comply with the Health, Safety, and Environmental requirements and procedures as set forth in Exhibit B. Â 9. INDEMNIFICATION. Â 9.1 Motor Carrierâ€™s Indemnity. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOTOR CARRIER SHALL DEFEND, INDEMNIFY AND SAVE EACH OF THE COMPANY-INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES, CLAIMS, DEMANDS, JUDGMENTS, LIABILITIES, SUITS OR ACTIONS (INCLUDING ALL REASONABLE EXPENSES AND ATTORNEYâ€™S FEES) ARISING OUT OF THIS AGREEMENT AND RELATED IN ANY WAY TO (A) INJURIES TO OR DEATH OF ANY PERSON, AND/OR (B) PHYSICAL DAMAGE OR LOSS TO THE PROPERTY OF ANY PERSON OR PERSONS, INCLUDING THE PROPERTY OF COMPANY (EXCLUDING LOSS AND DAMAGE TO PRODUCT WHICH IS COVERED ELSEWHERE IN THIS AGREEMENT) AND THE PROPERTY OF MOTOR CARRIER, AND/OR (C) ANY VIOLATION OR CLAIM OF VIOLATION OF ANY LAWS WITH RESPECT TO THE SERVICES; AND/OR (D) THE COSTS, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY REPAIR, CLEANUP OR DETOXIFICATION OF ANY PROPERTY, OR THE REMOVAL OR REMEDIATION OF ANY PRODUCT OR HAZARDOUS MATERIALS FROM ANY PROPERTY (REGARDLESS OF THE MEDIUM), OR THE TAKING OF ANY EMERGENCY ACTION, WHICH IS REQUIRED BY ANY GOVERNMENT AGENCY OR IS OTHERWISE NECESSARY TO RENDER ANY PROPERTY IN COMPLAINCE WITH ALL LAWS. MOTOR CARRIER ASSUMES NO LIABILITY UNDER THIS PARAGRAPH FOR ANY OCCURRENCE THAT IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, OR ANY OCCURRENCE THAT IS GREATER THAN FIFTY PERCENT (50%) A RESULT OF COMPANYâ€™S NEGLIGENCE. Â 9.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT, AND/OR PERFORMANCE OF THIS AGREEMENT, HOWEVER THE SAME MAY BE CAUSED. Â 11 Â Â 9.3 Enforceability of Provisions. The parties agree that if any provision contained in SectionÂ 9 in favor of one of the Parties is determined to be void or unenforceable, in whole or in part, or is adjusted in accordance with other provisions of this Agreement or by actions of a court having proper jurisdiction, the similar provision in favor of the other Party shall be rendered void or unenforceable or shall be adjusted to the same degree. Â 9.4 Conspicuousness. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE RELEASE AND INDEMNIFICATION PROVISIONS SET FORTH IN THIS AGREEMENT ARE â€œCONSPICUOUSâ€ FOR ALL PURPOSES. Â 10. INSURANCE. Â 10.1 Insurance Requirements. Motor Carrier shall maintain insurance of the types and with limits of liability not less than those set forth below, and with insurance companies rated A.M. Best Company as â€œA-IXâ€ or higher, at its expense, from insurers reasonably acceptable to Company covering items, risks, and operations required to fulfill this Agreement: Â 10.1.1 Workerâ€™s Compensation or non-subscription insurance, as applicable, insuring Motor Carrier in all States where Services are provided. Coverage shall include statutory limits for losses and One Million Dollars (US $1,000,000) in Employerâ€™s Liability limits. Such insurance coverage shall include a waiver of subrogation in favor of Company and Companyâ€™s employees to the extent permitted by applicable law. Such insurance shall also include an â€œalternate employerâ€ endorsement in favor of Company. Â 10.1.2 Commercial General Liability insurance, including contractual liability coverage with minimum combined single limits of at least a One Million Dollars (US $1,000,000) each occurrence for bodily injury and property damage and Two Million Dollars (US $2,000,000) general aggregate. Such policy shall contain a CG 2266 Misdelivery of Liquid Products endorsement. Â 10.1.3 Automobile Liability insurance (including contractual liability unless provided in the Commercial General Liability policy) with a combined bodily injury and property damage limit of not less than One Million Dollars (US $1,000,000) any one occurrence or the statutory requirements, whichever amount is greater, for all Motor Vehicles utilized in providing Services under this Agreement. Such auto insurance shall provide coverage for liabilities including, but not limited to, liabilities arising out of loading and unloading activities, including pollution spills. Such policy must also contain a CA 9948 or equivalent endorsement. Â 10.1.4 Excess/Umbrella Liability insurance with a limit of not less than Ten Million Dollars (US $10,000,000) in excess of the insurance required in subsectionsÂ 10.1.1, 10.1.2, and 10.1.3. This insurance shall include a â€œdrop downâ€ provision, which provides that the umbrella or excess shall â€œdrop downâ€ over reduced or exhausted underlying aggregate policy limits. Â 10.1.5 Such other insurance and endorsements in the types and amounts required by applicable Law, including but not limited to public liability insurance (bodily injury/property damage/environmental restoration) required pursuant to 49 CFR 387.7 and 49 CFR 387.9. Â 10.1.6 Insurance required in SectionÂ 10.1.2, 10.1.3, 10.1.4, and 10.1.5 shall list Company as an additional insured with a waiver of subrogation in favor of Company and its underwriters to the extent permitted by applicable law. Â 12 Â Â 10.2 Primary Insurance. All insurance coverage required shall be primary to any insurance coverage available to any of the Company-Indemnitees. The above stated minimum requirements are not intended to indicate the amounts and types of insurance that Motor Carrier or any Motor Carrier subcontractors need or may ultimately need. Â 10.3 Certificates of Insurance and Policies. None of the insurance required by SectionÂ 10 shall be materially changed or cancelled by Motor Carrier without at least thirty (30) Dayâ€™s prior written Notice to Company. All coverage must be written on forms reasonably acceptable to Company. Motor Carrier shall furnish to Company certificates of insurance demonstrating that Motor Carrier has obtained insurance coverage as set out above and containing a statement that such Notice of material change or cancellation will be provided to Company. In addition, Motor Carrier will ensure Company is provided with a current Form MCS-90 endorsement as well as subsequent updates for the duration of the Agreement. Neither review nor failure to review such certificates shall constitute approval thereof or be deemed to waive or diminish Companyâ€™s rights under this Agreement or any Rider. Â 10.4 Failure to Comply. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Motor Carrier from its liability under this Agreement. If Motor Carrier fails or refuses to comply with the obligations prescribed in SectionÂ 10, Company, without prejudice to any other rights or remedies available to Company or any of its Affiliates under this Agreement or at Law, may (i) treat the Agreement and/or the Rider as having been repudiated by Motor Carrier, or (ii) procure the required insurances and deduct the cost thereof from any amounts due or otherwise recover such amounts from Motor Carrier. Â 11. FORCE MAJEURE. Â 11.1 Force Majeure. In the event either Party is prevented from performing its obligations by reason of a Force Majeure, that Partyâ€™s obligations shall be suspended to the extent they are prevented or impacted by the Force Majeure. Â 11.2 Notice. The Party which is prevented from performing by Force Majeure shall advise the other Party (and shall follow with written Notice as soon as possible) of its inability to meet its obligations under this Agreement or Rider, specifying the cause of the Force Majeure and the estimated extent to which the event or condition will impact performance, and such Party will advise the other Party when such Force Majeure event ceases. If Motor Carrier fails to provide Company the Written Notice describe above within five (5) days of the start of the occurrence of the event or condition giving rise to Force-Majeure, Motor Carrier cannot claim Force Majeure as a defense hereunder. Â 11.3 Actions and Remedy. The Party claiming Force Majeure shall act diligently to remove or remedy such condition. If a Rider provides for any guaranteed completion dates for the Services, the schedule for performance and completion of the Services shall be extended only to the extent the Force Majeure impacts the critical path for the Services and only to the extent that the duration of the Force Majeure exceeds the float in the schedule (but in any event for no longer than the actual period of Force Majeure). The Party claiming Force Majeure shall bear the costs and expenses incurred in connection with removing and remedying such Force Majeure and shall not seek recovery of such costs or expenses from the other Party. Â 11.4 Termination of Rider due to Force Majeure. If any Services contracted for are halted for more than thirty (30) consecutive Days by reason of Force Majeure, Company may at any time thereafter terminate this Agreement and any Rider impacted by Force Majeure immediately by Notice to Motor Carrier. In such case, Company shall owe Motor Carrier only the compensation earned up to delivery of such termination Notice. Â 13 Â Â 12. NOTICES. Â 12.1 Address. Unless other specifically provided herein, all Notices between the Parties given under or in relation to this Agreement or any Rider entered into hereunder shall be made in writing and shall be deemed to have been properly given if: (i) if personally delivered to an authorized representative of the Party to whom directed; delivered by a reputable overnight courier delivery service; or sent by certified United States mail (postage prepaid, return receipt requested), addressed as follows and (ii) delivered by electronic mail;: Â If to Company: Â CIVITAS RESOURCES, INC. 555 17TH St., Suite 3700 Denver, CO 80202 Attention: Bart Hartman Email: bhartman@civiresources.com Â If to Motor Carrier: Â Endeavor Crude LLC 5220 SPRING VALLEY RD SUITE 415 Dallas, TX 75254 Attention: Trent Bischoff Email: trent.bischoff@endeavorcrude.com Â 12.2 Effectiveness. Any Notice given in the manner set forth in SectionÂ 12.1 above shall be effective upon actual receipt if received during the recipientâ€™s normal business hours or at the beginning of the recipientâ€™s next business Day if not received during the recipientâ€™s normal business hours. Â 12.3 Change of Address Notice. Either Party may change its Notice address, email address or attention recipient by giving Notice to the other Party in the manner set forth in SectionÂ 12.1; provided, however that no such change of address, email address, or attention recipient Notice shall be effective until actually received by the other party. Â 13. TAXES. Company shall, or shall cause its designee to, either pay directly all Taxes properly levied by any Governmental Authority upon Company-owned material, equipment, and Product hereunder, or to reimburse Motor Carrier therefor if paid by Motor Carrier at Companyâ€™s request (provided Motor Carrier shall have no obligation to do so). Motor Carrier assumes full responsibility for and shall pay all Taxes of whatever sort, including social security, unemployment compensation, withholding, and all other Taxes or charges applicable to Motor Carrierâ€™s performance of the Services hereunder of applicable to Motor Carrierâ€™s assets or income. Â 14 Â Â 14. LIENS. Â 14.1 Liens. Motor Carrier shall keep the Services, the Site(s) and other property of the Company-Indemnitees free of all liens and other encumbrances created or granted by Motor Carrier, or any other Person acting through or under Motor Carrier. If such a lien or encumbrance is filed on all or any portion of the Services, the Site or other property of the Company-Indemnitees, Motor Carrier shall remove and discharge, by payment, bond or otherwise, such lien or encumbrance within seven (7) Days of filing of such lien or encumbrance. If Motor Carrier fails to remove and discharge any such lien or encumbrance within such seven (7) Day period, then Company or the affected Company-Indemnitees may, in its sole discretion and in addition to any other rights that it has under this Agreement or any Rider, at Law or in equity, remove and discharge such lien or encumbrance using whatever means the Company, in its sole discretion, deems appropriate, including the payment of settlement amounts. In such circumstance, Motor Carrier shall be liable to Company for all damages, costs, losses and expenses (including attorneyâ€™s fees, consultant fees, litigation expenses, and settlement payments) incurred by Company arising out of or related to such removal and discharge and Company may offset such amounts incurred on its behalf against any amounts owed to Motor Carrier. All such damages, costs, losses and expenses shall be paid by Motor Carrier no later than thirty (30) days after receipt of an invoice therefor from Company; alternatively, Company may deduct such damages, costs, losses, and expenses from any performance security provided by Motor Carrier or from any amounts otherwise due Motor Carrier. MOTOR CARRIER SHALL INDEMNIFY THE COMPANY-INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF SUCH LIENS AND/OR ENCUMBRANCES RESULTING FROM OR RELATED TO THE PERFORMANCE OF THE SERVICES. Nothing contained herein shall prevent Motor Carrier from asserting a lien against Company for undisputed payments not made by Company to Motor Carrier in accordance with the terms of this Agreement. Â 14.2 Waiver. Motor Carrier hereby waives any common-law lien on the Product it may acquire during the Term hereof by virtue of performing Services hereunder. Â 15. SUBSTANCE ABUSE AND SMOKING. Â 15.1 Substance Abuse. Motor Carrier shall prohibit the use, possession, distribution, manufacture, sale or storage of illegal or controlled substances, and substance-related paraphernalia by its employees, subcontractors or agents while performing Services or while located on the Companyâ€™s premises or its designee, including without limitation, the Sites. Motor Carrier shall perform or cause to be performed all actions necessary for compliance with any applicable Laws pertaining to illegal or controlled substances, specifically including, but not limited to, the Drug-Free Workplace Act of 1988 (41 U.S.C. Â§Â§ 701-707) and the drug and alcohol rules and regulations of the DOT (49 CFR 382). Unless prohibited by Law, Motor Carrier shall require its employees who enter the premises of the Company or its designee, including without limitation, the Sites, to consent to searches, whether performed by Company or appropriate law enforcement officials, of the vehicles and other personal effects of such personnel for monitoring the presence of any illegal or controlled substances or substance-related paraphernalia. Company reserves the right, exercisable in Companyâ€™s sole discretion, to bar any of Motor Carrierâ€™s employees, subcontractors or agents from performing Services. Â 15.2 No Smoking Policy. Smoking of cigarettes, cigars, pipes, electronic or vapor cigarettes is strictly prohibited while loading, transporting and off-loading Company or Companyâ€™s customersâ€™ Products. Additionally, smoking of cigarettes, cigars, pipes, electronic or vapor cigarettes is strictly prohibited at all Company owned, leased or controlled facilities and all Company owned or operated vehicles. Â 15 Â Â 16. EMERGENCY RESPONSE. Â 16.1 Emergency Response Guidebook. Motor Carrier shall at all times maintain a copy of the current edition of the DOT Emergency Response Guidebook in the driverâ€™s compartment of each Motor Vehicle and at all storage locations employed by it or its agents in connection with the transport, loading, unloading, reloading, or storage of Product pursuant to the terms of this Agreement. Â 16.2 Hazardous Material. Motor Carrier shall ensure that, for all Hazardous Materials originating at Companyâ€™s sites or transported pursuant to this Agreement, all bills of lading, safety data sheets, and shipping papers clearly identify the knowledgeable person who should be contacted in the event of a release or other emergency involving Hazardous Materials. Motor Carrier is required to have and comply with a written oil spill prevention and response plan in accordance with 49 C.F.R. 130; and a written Security Plan in accordance with 49 C.F.R. 172. Â 16.3 Shipping Description. Motor Carrier shall ensure that all bills of lading, safety data sheets, placards and shipping papers for Hazardous Materials originating with or designated to move to a location by Company or its designees pursuant to the terms of this Agreement include the full technical shipping description (see 49 C.F.R. Subchapter C) for all Hazardous Materials covered by the shipping papers and are in all other respects in full compliance with 49 C.F.R. before such materials are loaded, unloaded, reloaded, transported, or stored in transit. Â 16.4 Right to Refuse. Motor Carrier may reject and not accept for shipment to a location designated by Company or its designee any load containing Hazardous Material. Â 16.5 Reporting Emergencies. Motor Carrier represents and warrants to the Company that by training and by Motor Carrierâ€™s policy in an Emergency Event, after having sought any necessary emergency services and making any required regulatory notifications, it will immediately and without exception notify Company of the location, duration, and circumstances of the Emergency Event. Â Upon Motor Carrier receiving notification of an event, Motor Carrier shall: Â (a) Immediately assess the event, and as Motor Carrier determines to be appropriate and required, make notification to any applicable Governmental Authorities; and Â (b) Assess and implement any necessary corrective actions related to the event, in particular spill event responses as detailed in SectionÂ 16.6; and Â (c) Promptly notify Company of the occurrence and nature of the event; provided, that notification by Motor Carrier to Company is for purposes of incident awareness and coordination and shall not relieve Motor Carrier of its obligations and responsibilities as specified elsewhere in this Agreement; and Â (d) As substantive corrections, clarifications or additional information concerning an incident become available, Motor Carrier shall provide timely updates to Company; and Â (e) Provide Company with copies in a timely manner of any written reports, documents or forms required of it by any Governmental Authority concerning any emergency event occurring in relation to the performance of Services under this Agreement. Â 16 Â Â 16.6 Environmental Incidents. Â (a) If, in the course of performance of this Agreement, there is any escape, release, spillage, or other environmental incident involving Product caused by Motor Carrierâ€™s negligence, omission, willful misconduct, equipment deficiencies or failures or breach of this Agreement, Motor Carrier shall promptly commence and carry out any necessary or required cleanup or other action to remedy or mitigate the consequences therefor, and shall bear, pay and discharge all costs and expenses associated therewith and shall indemnify, defend, and hold EACH OF THE COMPANY-INDEMNITEES harmless from those costs and expenses, including those situations wherein a Company-Indemnitee undertakes cleanup or other remedial action. If a court of law of competent jurisdiction finds that any of the occurrences named in the preceding sentence were caused by Companyâ€™s sole negligent act or omission, then Company will reimburse Motor Carrier for its indemnification obligations under this SectionÂ 16.6 to the extent, and only to the extent, of Companyâ€™s sole negligence. If required by applicable Laws, Motor Carrier shall immediately notify all appropriate Governmental Authorities and Company upon the occurrence of any such escape, release, spillage, or other environmental incident. Â (b) Any required cleanup performed by Motor Carrier in accordance with the foregoing SectionÂ 16.6(a) shall be performed in accordance with all applicable Laws and shall dispose of any hazardous or other waste resulting from any cleanup activity in accordance with those Laws. Should Motor Carrier fail to promptly undertake necessary cleanup or other remedial action as required, Company may undertake any cleanup or other remedial action, and upon Companyâ€™s demand, Motor Carrier shall provide prompt reimbursement to Company for the costs and expenses of any and all measures taken pursuant to this provision. Â 17. CONFIDENTIALITY. Â 17.1 Confidential Information. Each Party shall treat as confidential and shall not, without the other Partyâ€™s prior written consent, disclose to any third party or, except to the extent necessary to achieve the purposes and objectives

of this Agreement (including the existent of this Agreement), make use of, any information that it receives from the other Party hereunder (â€œConfidential Informationâ€). Â 17.2 Exclusions. The requirements of SectionÂ 17.1 shall not apply to any Confidential Information which; (i) the receiving party already possessed prior to this Agreement, provided that receiving Party can prove that it already possessed such information; (ii) is or becomes generally available to the general public other than by means of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third Person that it is lawfully in possession of same and under no obligation to the disclosing Party with respect thereto; or (iv) the receiving Party is legally compelled to disclosure pursuant to applicable Law or an order of a court of competent jurisdiction of Governmental Authority. Â 17.3 Employees, Agents and Subcontractors. Motor Carrier shall inform each of its officers, employees, agents and subcontractors who receive any of the above described information of the provisions and requirements of SectionÂ 17 and, if they have not previously entered due to a separate agreement with Company dealing with the confidentiality of such information, Motor Carrier shall require them to agree in writing to be bound by the provisions in this SectionÂ 17 in the same manner as motor carrier is bound hereunder. Â 18. GOVERNING LAW. Â THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT AND EACH RIDER HEREUNDER SHALL BE GOVERNED AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO EXCEPT FOR ANY RULE OF THE STATE OF COLORADO WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF COLORADO SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW OF ANOTHER JURISDICTION OR GOVERNMENT AUTHORITY AND A SPECIFIC PROVISION OF THIS AGREEMENT. Â 17 Â Â 19. MISCELLANEOUS Â 19.1 Records and Audit. Motor Carrier shall maintain a true, accurate and complete set of records pertaining to all activities relating to its performance of this Agreement and the Services. Motor Carrier shall retain all such records for a period of not less than five (5) Years after completing the Services and all transactions related thereto. Any representative(s) authorized by Company may audit, copy and inspect any and all such records of Motor Carrier at any reasonable time or times during the Term of this Agreement and during the five (5) Year period after completing the Services and all transactions related thereto. Â 19.2 Ethics and Conflicts of Interest. Motor Carrier shall ensure that it shall not, directly or indirectly, (i) pay salaries, commissions or fees, or make payments or rebates to Companyâ€™s (or Companyâ€™s Affiliates) employees, officers, and/or representatives; (ii) favor Companyâ€™s (or Companyâ€™s Affiliates) employees, officers and/or representatives with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; or (iii) enter into business arrangements with Companyâ€™s (or Companyâ€™s Affiliates) employees, officers and/or representatives, unless such individuals are acting for the Company Benefit. Â 19.3 Dispute Resolution. The Parties shall in good faith attempt to resolve promptly and amicably any dispute between the Parties arising out of or relating to this Agreement (each a â€œDisputeâ€) pursuant to this Section 19.3. The Parties may (at their election and without prejudice to any other rights or remedies available to each Party) submit the Dispute to the Company and Motor Carrier representatives, who shall then meet within five (5) Business Days to resolve the Dispute. If the Dispute has not been resolved within five (5) Business Days after the submission of the Dispute to the representatives, then the Parties may exercise all available remedies. Â 19.4 Assignment. Motor Carrier shall not transfer, assign, or encumber, or permit any transfer, assignment, or encumbrance by operation of Law, this Agreement or any Claim against Company arising out of or in connection with this Agreement without Companyâ€™s prior written consent. Company may freely assign this Agreement provided it serves Notice to Motor Carrier prior to such assignment. Â 19.5 Non-exclusivity. Neither this Agreement nor any Rider hereunder shall be considered to be an exclusive contract. Company shall have the right to hire others, including but not limited to Company owned and/or company leased equipment to perform the same or similar services or work. Â 19.6 Compliance with Laws. Motor Carrier shall comply with all Laws applicable to the Services. SUBJECT TO SECTION 9, MOTOR CARRIER SHALL INDEMNIFY EACH OF THE COMPANY- INDEMNITIEES FROM AND AGAINST ANY CLAIMS ARISING OUT OF FAILURE BY MOTOR CARRIER TO COMPLY WITH ANY LAWS. Â 19.7 Safety Records. Upon reasonable request by Company, Motor Carrier shall provide documentation and records associated with Motor Carrierâ€™s safety performance, including but not limited to such information as DOT ratings and Federal Motor Carrier Safety Administration (FMCSA) Safety Evaluation Areas (SEAs). Motor Carrier agrees to provide information to the Company associated with any accidents or violations of Law associated with the Motor Carrier within three (3) days of any accidents or violations of Law associated with the Motor Carrier. Â 18 Â Â 19.8 Severability. If any term or provision of this Agreement or the application thereof is found by any Government Authority to be invalid, illegal or unenforceable, to any extent and for any reason, said term or provision shall be deemed to be modified to the extent, but only to the extent, required to comply with said law, rule or regulation, and as so modified said provision and this Agreement shall continue in full force and effect. Â 19.9 Non-Waiver. The failure of either Party to enforce any provision, condition, covenant or requirement of this Agreement for any occurrence shall not be constructed to be a waiver of such provision, condition, covenant or requirement unless the Party failing to do the enforcing gives a Notice to the other Party that such failure to do the enforcing was intended to be a waiver. No waiver by either Party of any default in the performance of any provision, condition, covenant or requirement contained herein shall be deemed to be a waiver of, or in any manner release, such other Party from performance of any other provision, condition, covenant or requirement herein contained, nor be deemed to be a waiver of the same provision, condition, covenant or requirement on any future occasion. Â 19.10 Entire Agreement. This Agreement, together with all Exhibits and Riders, constitutes the entire agreement between the Parties relating to the subject matter hereof, and it supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties relating to the subject matter hereof, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. Â 19.11 No Third-Party Beneficiaries. Except as otherwise expressly provided for herein, this Agreement is intended to be solely for the benefit of the Parties and their permitted successors and assigns and is not intended to and shall not confer upon any other Person any other rights or benefits. Â 19.12 Amendments. This Agreement shall not be modified or amended, in whole or in part, except by a supplemental agreement signed by both Parties. Â 19.13 Counterparts; Multiple Originals. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on each of the Parties. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together shall represent the same agreement. Â 19.14 Headings. The headings used in this Agreement have been inserted only for convenience to facilitate reference and shall not be used to construe meaning, effect or application of any provision hereof. Â 19.15 Exhibits. The Exhibits referred to herein are attached hereto and by this reference is incorporated herein and made a part hereof. In the event there is any conflict between this Agreement and any Exhibit, the provisions of this Agreement shall be controlling. Â 19 Â Â 19.16 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises; this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Â 19.17 Survival. Notwithstanding any provision to the contrary, the expiration or termination of this Agreement or any Rider shall not relieve the Parties of any obligations that, by their nature, survive such expiration or termination, including without limitation any Claims arising out of the Services or the performance of the Services, warranties, indemnities, insurance requirements, audit rights, dispute resolutions procedures, and obligations with respect to Confidential Information. Â 19.18 Jury Waiver. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH OF THE PARTIES KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY PROCEEDING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN. Â Â [Signature Pages Follow] Â 20 Â Â IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date. Â Â COMPANY: Â Â Â Â By: /s/ T. Hodge Walker Â Name: T. Hodge Walker Â Title: Chief Operating Officer Â Â Signature Page to Motor Carrier Services Agreement Â Â Â Â IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date. Â Â MOTOR CARRIER: Â Â Â ENDEAVOR CRUDE, LLC Â Â Â Â By: /s/ Scott Taylor Â Name: Scott Taylor Â Title: President Endeavor Crude LLC Â Â Signature Page to Motor Carrier Services Agreement Â Â Â Â Exhibit A Â Motor Carrier Minimum Requirements Â The following are the minimum requirements with which Motor Carrier must comply to be considered and/or continue to be an authorized carrier hauling Product. Â SCAC Code. Current SCAC code issued by National Motor Freight Traffic Association (NMFTA). Â USDOT ID Number. Motor Carrier must have been issued a US DOT identification number, regardless of interstate/intrastate operations. Â Satisfactory DOT Rating. If Motor Carrier fails to achieve and maintain a â€œSatisfactoryâ€™â€™ rating and is issued a â€œConditionalâ€ rating, it may be placed on probation and possible removal as an approved Motor Carrier hereunder until a Satisfactory rating is obtained. If Motor Carrier is issued an â€œUnsatisfactoryâ€ rating, it will immediately, without any action necessary on the part of the Company, cease to be an approved Motor Carrier by Company and shall be immediately removed hereunder. êž Â Interstate Authority. A Motor Carrier operating in interstate deliveries must have operating authority issued by the Federal Highway Administration. Â Hazardous Material Registration. A Motor Carrier transporting Hazardous Materials must obtain, maintain, and annually update, a certificate of registration from the US Department of Transportation. This form may also be considered an MCS-150. Â State Authority. Motor Carrier must obtain, and maintain all necessary permits, registrations, and licenses as required by each individual state, city, county, and municipality in which it operates. Any violation, suspension, revocation, termination of these items, will deem the Motor Carrier unqualified to perform the Services hereunder. Â Electronic Dispatch and Ticketing Equipment. Motor Carrier, at its own cost and expense, will equip and maintain electronic communications devices in each Vehicle and will equip and maintain a compatible printer in good working order as required by the Company. Â Electronic Reports. Motor Carrier shall provide daily electronic reports for all loads informing transported volumes, origin pad, destination, and other information as required by the Company. Motor Carrier shall provide a summarized monthly electronic report for the loads taken from and to each location, including other information as required by the Company. Â DOT Recordable Rate. Motor Carrier must maintain a recordable rate less than 1.5 per l,000,000 miles. If Motor Carrier fails to maintain a recordable rate lower than 1.5 per 1,000,000 miles, it may be placed on probation and possible removal as an approved Motor Carrier until a satisfactory rating less than 1.5 is obtained. Â ISNet Tracking. Motor Carrier must maintain a passing grade in ISNet. Items scored as follows: safety culture questionnaire, safety statistics questionnaire, written program review, experience modifier documents, insurance, drug and alcohol status, DISA status, TPS alert status. Â Â Exhibit â€œAâ€ to Motor Carrier Services Agreement Â Â Â Â Drug and Alcohol Policy. Motor Carrier must maintain a drug and alcohol testing policy in compliance with DOT regulations. Â Carrier Financial Status. Motor Carrier must remain financially solvent and have the ability to meet its financial obligations. Company may remove Motor Carrier hereunder if it is in current bankruptcy proceedings or has shown to be in financial distress and, in Companyâ€™s opinion, is unable to meet its financial obligations. Â If at any time the condition of the Motor Carrier, with regard to any of the above items, changes, Motor Carrier shall promptly provide Notice to Company of same. Upon receipt of such Notice by Company, the Parties will commence discussions regarding what steps will be taken, and what requirements must be met, by Motor Carrier for it to continue to provide Services to Company pursuant to this Agreement. Â Failure by the Motor Carrier to satisfy the Motor Carrier Minimum Requirements as set forth in this Exhibit A shall be deemed to be a Material Default. Â Â Exhibit â€œAâ€ to Motor Carrier Services Agreement Â Â Â Â Exhibit B Â Management of Health, Safety and Environmental Protection Â 1.Motor Carrier acknowledges that it is performing work hereunder solely as an independent contractor and not as an agent, servant or employee of Company. Subject only to the provisions of this Agreement and any facility rules of conduct applicable to Persons on the premises; it is the responsibility of the Motor Carrier to determine the personnel to perform work hereunder as well as how and when it should be performed. Â 2. The Motor Carrier shall be responsible for providing its employees with a safe and healthful workplace and unless otherwise expressly required by Law, Company shall not assume responsibility for fulfilling any of Motor Cartierâ€™s obligations to its employees. Without limitation, Motor Carrier shall be responsible for (i) the safety and health of its employees, representatives, and agents; (ii) abatement of conditions or practices which pose any actual or potential safety or health risk to any of its employees, representatives, or agents; and (iii) making decisions concerning the safety or health of same. Company and Motor Carrier agree that Motor Carrier reserves the right to and will safely discontinue work, at any time, should it or its employees determine that they are exposed to any safety or health risk. Such action on the part of the Motor Carrier will not constitute a breach of this Agreement. Â 3. The Motor Carrier agrees that it will conduct a survey in order to identify safety and health hazards, work practices and conditions present at the location(s) where it intends to perform any Services pursuant to this Agreement. All such surveys will be completed and precautionary steps taken prior to the commencement of such work. Â The Motor Carrier certifies that it will communicate these hazards to its employees and that all employees who may be exposed to these hazards have been trained to take all necessary measures to assure their safety and health. Â The Motor Carrier further acknowledges that such hazards could lead to the serious injury or death of a worker. Because of the nature of these risks, the Motor Carrier agrees that it will use special precautions in limiting or eliminating the above risks. Â The Motor Carrier agrees that it may be subject to Motor Cartier sanctions imposed by Company for not undertaking all steps necessary to limit or eliminate all risks occurring during the course and scope of the Services. Such special sanctions include, but are not limited to, termination of this Agreement and the reporting of Motor Carrierâ€™s practices to its workersâ€™ compensation carrier and to proper legal authorities. Â 4. Motor Carrier shall work under conditions and pursuant to rules that are at least as protective of their safety and health as those governing Company employees. Prior to commencing the Services, Motor Carrier shall obtain from Company a copy of such rules in effect at the time and place such Services are to be performed. Â 5. Motor Carrier shall be responsible for the safety education of its employees. Training shall comply with all Laws and shall be documented. As a minimum, the following items shall be included in Motor Carrier training when applicable to performance of Services: Â a. Supervisor safety training to assure that Motor Carrier management understands that safety is their first responsibility; Â Â Exhibit â€œBâ€ to Motor Carrier Services Agreement Â Â Â Â b. Orientation for Motor Carrier employees in Motor Carrier safety policies, safety manuals, first aid, CPR, accident reporting procedures, safety meeting participation, personal protective equipment, enforcement procedures; and a review of legal requirements for training; Â c. Emergency procedures training as outlined in 29 CFR 1910.120, as modified, amended or superseded (HAZWOPER). Training by qualified instructors as required; Â d. Safety meetings and accident prevention programs; Â e. Hazard communications training in accordance with 29 CFR 1910.47, as modified, amended or superseded, for general industry; Â f. Permit systems training to include applications to hot work and confined space; Â g. Lockout/tag-out training in accordance with 29 CFR 1910.147, as modified, amended or superseded; Â h. Vehicle safety training; Â i. Personal protective equipment training; Â j. Training for specific hazards of performance of the Services; and Â k. Blood borne pathogens training; Â l. Lead hazard training. Â m. Hydrogen sulfide (H2S) training in accordance with ANSl/ASSE Z390. l-2017 Â n. Respiratory protection training in accordance with 29 CFR 1910.134 Â o. Timely completion of annual Civitas subcontractor safety orientation and receipt of hard hat sticker Â 6. Motor Carrier shall be responsible for the routine monitoring of its employees, agents and subcontractors to ensure safe work practices are being followed. Â 7. Motor Carrier shall report to Company as follows: Â a. Motor Carrier shall provide immediate verbal notification of any emergency event and/or incident to Company; to include without limitation any accident, injury, release, spill, environmental incident or fire, occurring in connection with or arising from the performance of Services under this Agreement, or from any cause on Company premises; Â b. By the end of the next Business Day following the occurrence, Motor Carrier shall provide Company with a copy of Motor Carriers Employerâ€™s First Report of Occupational Injury or Illness, or a comparable state form for the reporting of injuries and illnesses occurring at the work site; Â c. Motor Carrier shall provide a written report of any near misses or incidents that could have resulted in property damage or serious injury to Persons; and Â d. Motor Carrier shall provide a written recommendation when a work practice is identified that may result in property damage or injury to Persons unless a procedural change is made to correct the work practice. Â 8. Prior to commencing any Services, Motor Carrier shall obtain from Company a copy of the emergency response plan appropriate to the area to which Motor Carrierâ€™s employees may be assigned and Motor Carrier shall reflect such plan in the Motor Carrierâ€™s health and safety work plans. Â Â Exhibit â€œBâ€ to Motor Carrier Services Agreement Â Â Â Â 9.Motor Carrier shall maintain a record of new Motor Carrier employees, and documentation of training, occupational injuries, illnesses, and lost work days versus hours worked, and the number of safety meetings conducted, the percentage of Motor Carrierâ€™s employees in attendance at such meetings, OSHA 300 Forms and First Aid log. Further, Motor Carrier shall maintain inspection and certification records regarding certain equipment and machines where required. These records shall also include a summary of medical or unexcused absences of more than five (5) Days (by employee name, reason for and length of absence). These documents shall be retained for at least five (5) years and shall be made available for auditing by Company in accordance with the terms and provisions of this Agreement. Â 10.Motor Carrier shall provide and inspect all personal protective equipment for its employees. Motor Carriers employees, representatives and agents shall utilize or comply with the greater level of protection called for by either the Motor Carrierâ€™s or Companyâ€™s safety plans and PPE guidelines at all times while in the performance of Services under this Agreement. Â Â Exhibit â€œBâ€ to Motor Carrier Services Agreement Â Â Â Â Exhibit C Â RIDER TO MOTOR CARRIER SERVICES

AGREEMENT Â Rider No: 1 Date: MayÂ 24, 2023 Â This Rider is executed pursuant to the terms and conditions of the Motor Carrier Services Agreement dated and effective as MayÂ 24, 2023 (the â€œAgreementâ€), by and between Bonanza Creek Energy Operating Company, LLC, Extraction Oil and Gas, Inc., Northwest Corridor Holdings, LLC, Axis Exploration, LLC, 7N, LLC, 8 North, LLC, Crestone Peak Resources Operating LLC, Civitas North, LLC, and HighPoint Operating Corporation (each, a â€œCompanyâ€) and Endeavor Crude LLC, a Texas limited liability company (â€œMotor Carrierâ€). All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Agreement. Â Term: This Rider shall be effective for the Term as defined in SectionÂ 7.1 of the Agreement. Â Scope: Company or its customers shall provide Motor Carrier with dispatch instructions no later than 5:00 p.m. MST on the Day prior to the Day the Product is to be loaded indicating the specific load point. Company or its designee will designate the unload destination points to Motor Carrier. Â Origin(s): The Receipt Point more particularly described, in writing, upon the run ticket associated with each Product transfer. Â Destination(s): The Delivery Point more particularly described, in writing, upon the run ticket associated with each Product transfer. Â Motor Carrier Representative: Â Trent Bischoff (303-895-4954) Â Â Â Endeavor Crude, LLC Â Â Â 5220 Spring Val_ley Rd. Ste. LL20 Â Â Â Dallas, Texas 75254 Â Â Â Â Â Â Â Damon Sherrell (405-802-4847) Â Â Â Endeavor Crude LLC Â Â Â 5220 Spring Valley Rd. Ste. LL20 Â Â Â Dallas, Texas 75254 Â Â Â Â Â Company Representatives: Â Rate Schedule: For days when the Motor Carrier moves Product on behalf of Company, the rates and charges set forth in the attached Rate Schedules will apply for transportation of Product from various origin points to various destination points as request by Company. The following Schedules are attached hereto and by this reference are incorporated herein and made a part hereof of this Ride: Â ScheduleÂ 1 â€“ Rate Schedule ScheduleÂ 2 â€“ Accessorial Charges Â Â Exhibit â€œCâ€ to Motor Carrier Services Agreement Â Â Â Â Executed by the duly authorized representatives of the Parties on the date shown with their respective signature. Â COMPANY: Â MOTOR CARRIER: Â Â Â Â Â ENDEAVOR CRUDE, LLC Â Â Â Â Â By: /s/ T. Hodge Walker Â By: /s/ Scott Taylor Name: T. Hodge Walker Â Name: Scott Taylor Title: Chief Operating Officer Â Title: President Endeavor Crude LLC Date: MayÂ 25, 2023 Â Date: 5/23/2023 Â Â Exhibit â€œCâ€ to Motor Carrier Services Agreement Â Â Â Â ScheduleÂ 1 Rate Schedule to haul crude oil Origins: State of Colorado Â Mileage Bracket Dollars per barrel 0 5 $1.13 5 10 $1.23 10 15 $1.36 15 20 $1.47 20 25 $1.58 25 30 $1.72 30 35 $1.83 35 40 $1.93 40 45 $2.08 45 50 $2.23 50 55 $2.33 55 60 $2.40 60 65 $2.55 65 70 $2.65 70 75 $2.75 75 80 $2.85 80 85 $2.99 85 90 $3.09 90 95 $3.25 95 100 $3.35 Â Â Schedule 1 to Motor Carrier Services Agreement Â Â Â Â ScheduleÂ 2 Accessorial Charges Â Rejected Load Fee Â $125.00 per load Â Â Â H2S Service Fee Â $75.00 per hour Â Â Â Chain Up Fee Â $50.00 Â Â Â Detention Fee (Wait Time) - with 1 hour free Â $100.00 per hour (described as stuck in snow/mud on lease road or at wellsite; waiting on other trucks ahead at origin or destination point; waiting on a train to switch our rail cars) Â Â Â Agreed Upon Rough Road Charge Â $75.00 per load Â Â Â Split Load Fee Â $50.00 Â Â Â Truck and Pup Surcharge Â $50.00 per load Â Â Â Minimum Billable Load Â 185.00 barrels per load Â Â Schedule 2 to Motor Carrier Services Agreement Â Â Â Â ScheduleÂ 3 Fuel Surcharge Â â— To combat the potential higher crude oil and diesel prices, Motor Carrier will add a Fuel Surcharge to the standard rates set in ScheduleÂ 1. Â â— Such charge will be separately invoiced monthly based on the calendar monthly volumes (gross barrels) hauled for the Company and will be based on the Rocky Mountain PADD4 Diesel Prices, Calendar month average, that can be accessed at: https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emd_epd2d_pte_r40_dpg&f=m Â Diesel Price ($ per Gallon) Rates Increased (%) Diesel Price ($ per Gallon) Rates Increased (%) Diesel Price ($ per Gallon) Rates Increased (%) 4.00 0.5% 6.00 10.5% 8.00 20.5% 4.10 1.0% 6.10 11.0% 8.10 21.0% 4.20 1.5% 6.20 11.5% 8.20 21.5% 4.30 2.0% 6.30 12.0% 8.30 22.0% 4.40 2.5% 6.40 12.5% 8.40 22.5% 4.50 3.0% 6.50 13.0% 8.50 23.0% 4.60 3.5% 6.60 13.5% 8.60 23.5% 4.70 4.0% 6.70 14.0% 8.70 24.0% 4.80 4.5% 6.80 14.5% 8.80 24.5% 4.90 5.0% 6.90 15.0% 8.90 25.0% 5.00 5.5% 7.00 15.5% 9.00 25.5% 5.10 6.0% 7.10 16.0% 9.10 26.0% 5.20 6.5% 7.20 16.5% 9.20 26.5% 5.30 7.0% 7.30 17.0% 9.30 27.0% 5.40 7.5% 7.40 17.5% 9.40 27.5% 5.50 8.0% 7.50 18.0% 9.50 28.0% 5.60 8.5% 7.60 18.5% 9.60 28.5% 5.70 9.0% 7.70 19.0% 9.70 29.0% 5.80 9.5% 7.80 19.5% 9.80 29.5% 5.90 10.0% 7.90 20.0% 9.90 30.0% Â Signature:Â Â Â Â Email:Â gstorm@civiresources.com Â Â Schedule 3 to Motor Carrier Services Agreement Â Â EX-10.56 24 vivakor_ex10-56.htm EXHIBIT 10.56 Â Exhibit 10.56 Â LEASE AGREEMENT Â This Lease Agreement (the â€œAgreementâ€) is made and entered into as of the dates set forth below, but is effective for all purposes as of the __________ day ofÂ , 2019, by and between: Â BASIN HOUSING VENTURES, LLC, a Louisiana limited liability company whose address is 116 Honeysuckle Drive, West Monroe, Louisiana 71291, its successors and assigns (â€œLessorâ€), and represented herein by its authorized representative; Â and Â EQUIPMENT TRANSPORT, LLC, a Pennsylvania limited liability company whose mailing address is 1 Tyler Court, Carlisle, Pennsylvania 17015, its successors and assigns (â€œLesseeâ€), and represented herein by its authorized representative. Â Lessor and Lessee are sometimes referred to as â€œPartyâ€ or collectively as â€œParties.â€ Â WITNESSETH: Â WHEREAS, Lessor has certain leasehold rights in that certain real property, together with buildings and improvements located thereon, described below as the Premises. Â WHEREAS, Lessor represents and warrants that those certain leasehold rights permit Lessor to enter into and obligate itself to all of the terms and conditions set forth herein. Â WHEREAS, Lessee wishes to lease the Premises from Lessor according to the terms and conditions set forth herein. Â WHEREAS, Lessor understands that desire to enter into this Agreement is premised on Lessorâ€™s ability to perform its obligations in accordance with the terms and conditions set forth herein, and Lessorâ€™s ability to perform its obligations in accordance with the terms and conditions set forth herein is a material inducement for Lessee to enter into this Agreement. Â NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows: Â 1. PREMISES: Â Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, the Premises located on the following real property: Â That certain parcel of land located on United States Highway 285; comprised of approximately ten (10) acres in the northwestern most corner of the eightyÂ three and 69/100 (83.69) acres of the County of Reeves, State of Texas, Block 4, SectionÂ 65; bearing property identification number of R000023040 and a geographical identification number of 00940-02991-00000-000000 with the Reeves County Tax Office; upon which are situated certain buildings and improvements. Â For the purposes of this Agreement, the â€œPremisesâ€shall include an industrial building constructed in accordance with and/or similar to the construction design attached hereto as Exhibit A (the â€œShopâ€), a paved yard (the â€˜â€˜Yardâ€), a parking lot in fully compliance with all Federal and State laws, and all other areas and spaces provided by Lessor for the common or joint use and benefit of Lessee and their employees, agents, servants, suppliers, customers, and other invitees in conjunction with and/or in pursuit of those uses of the Shop provided in the terms and conditions of this Agreement. Â Â Â Â Â Lessorâ€™s Representative______________Page 1 of 14Â Â Lesseeâ€™s Representative______________ Â Â Lessor does herby represent and warrant that their certain leasehold rights in the Premises permits Lessor to enter into this Agreement and perform every obligation owed to Lessor and/or any other interested party as provided by and in the Agreement, including, but not limited to, Lessorâ€™s ability to lease the Premises to Lessee. Lessor understands and agrees that the warranty and representation of their right to enter into this Agreement and perform every obligation owed to Lessor and/or any other interested party as provided by and in the Agreement, including, but not limited to, Lessorâ€™s ability to lease the Premises to Lessee, was a material inducement for Lessee to enter into this Agreement. Â The Parties understand and agree that Lessee may request modifications to the Shop which would alter the construction design attached hereto as Exhibit A. The Parties agree that the Rent owed and due pursuant to this Agreement, as provided herein may be affected by such modifications as explained in further detail in the below Sections of this Agreement. The Shop shall include fiber internet service connections, three-phase electricity connections, including, but not limited to, all the necessary electrical connections for a fuel island, a 200 amp service dedicated to the welding bay shown on Exhibit A, and a covered roof wash bay as shown on Exhibit A. The Yard shall be well lit at all times and shall be paved in a manner which complies with the rules, regulations, and specifications of the Texas Department of Transportation. The Premises shall also include water and septic systems which shall be fully compliant with the rules, regulations, and specifications of the Texas Commission on Environmental Quality. Those water and septic systems shall also be certified and/or permitted by the Texas Commission on Environmental Quality. Â Lessee warrants and represents that it has reviewed or had the opportunity to review the plans and specifications of the Premises and, as a material condition for Lessorâ€™s agreement to lease the property to Lessee, Lessee agrees and accepts the Premises, including the building and improvements, as planned and specified, â€œAS IS,â€ and without any representation or warranty by Lessor whatever as to the condition of the Premises. Lessor makes no covenant, representation or warranty as to the suitability of the Premises for any purpose or use whatsoever or as to the physical condition thereof. Lessee acknowledges that the Premisesâ€™ compliance on the Commencement Date with requirements imposed by any governmental agency having jurisdiction over the Premises on the Commencement Date constitute satisfaction of Lessorâ€™s obligation to deliver the Premises. In the event the Premises are in compliance on the Commencement Date with requirements imposed by governmental agencies having jurisdiction over the Premises, Lessee hereby waives any and all objections to or complaints about the physical characteristics, suitability, and condition of the Premises. Â Lessee further acknowledges and agrees that the Premises are being leased to, and accepted by Lessee in its condition upon the Commencement Date â€œAS ISâ€ with all faults, and Lessee hereby assumes the risk that its adverse physical characteristics and existing conditions on the Commencement Date may not have been revealed by inspection or investigation of the Premises. Lessee is hereby provided the opportunity to conduct an inspection or investigation of the Premises within the five (5) business days following receipt of notice of Completion of Construction, as defined below. Lessee must deliver to Lessor a written request for any reasonable repairs and/or alterations to the Premises within five (5) business days of the notice of notice of Completion of Construction, as defined below. Upon receipt of Lesseeâ€™s written request for any reasonable repairs and/or alterations, Lessor will provide written notice of all reasonable repairs and/or alterations to be made within ten (10) business days. The Parties expressly understand and agree that Lessorâ€™s refusal to provide any 1Â·equested repairs and/or alterations shall not provide cause for Lessee to breach any obligation or covenant of this Agreement nor shall it constitute a breach of any obligation or covenant on behalf of Lessor. Â Â Â Â Â Lessorâ€™s Representative______________Page 2 of 14Â Â Lesseeâ€™s Representative______________ Â Â By taking possession of the Premises or by failing to provide Lessor with the written request for reasonable repairs and/or alterations to the Premises within five (5) business days of the notice of Completion of Construction, Lessee (a) accepts the Premises as suitable for the purpose for it is leased, (b) accepts the Premises â€œAS ISâ€ with all faults, (c) assumes the risk that its adverse physical characteristics and existing conditions on the Commencement Date, and (d) waives any and all defects therein. Â 2. USE: Â The Premises shall be used by Lessee during the Term, as described below, for all legitimate purposes necessary to pursue Lesseeâ€™s businesses, including, but not limited to, delivering environmental logistics solutions for wellsite development and energy production programs (â€œLesseeâ€™s Usesâ€). Lessee agrees that any change in Lesseeâ€™s Uses of the Premises shall require the prior written consent of Lessor, which consent will not be unreasonably withheld, qualified, or delayed. In exchange for Lesseeâ€™s payment of Rent as defined below, and subject to any provision of this Agreement providing otherwise, Lessee shall have the exclusive right to use the Premises as provided herein. Â 3. TERM: Â The term of this Agreement shall commence immediately upon Completion of Construction of the Premises (the â€œCommencement Dateâ€). The Term of this Agreement shall expire at midnight, Central Standard Time, sixty (60) months after the Commencement Date (i.e., for illustrative purposes only, if the Commencement Date is JanuaryÂ 1, 2020, the Agreement terminates at midnight on DecemberÂ 31, 2024) (the â€œInitial Termâ€). â€œCompletion of Constructionâ€ shall be marked by the seventh (7th) calendar day following Lessor conveying to Lessee that the Premises is available for Lesseeâ€™s Uses prnvided in this Agreement by (a) written notice outlined in this Agreement, (b) electronic mail, with receipt confirmed by Lessee via similar methods of communication, (c) text message, with receipt confirmed by Lessee via similar methods of communication, and/or (d) verbal communications, with receipt confirmed by Lessee via written correspondence, electronic mail, and/or text message. The Parties understand and agree that the Completion of Construction must occur on or before MayÂ 31, 2020. Moreover, Lessee shall remain obligated and bound to pay the Rent as provided in SectionÂ 4 below if the Completion of Construction occurs on or before MayÂ 31, 2020. Â Provided that Lessee is not in default of this Agreement, and at any time between the first (1st) calendar day of the forty-eighth (48th) month of the Initial Term and the last day of the fifty-fifth (55th) month of the Initial Term, Lessee shall have the right of first refusal to renew the lease for an additional thirty-six (36) to sixty (60) months following expiration of the Initial Term (the â€œRight of First Refusal Periodâ€). Any period of renewal which exists as a result of the exercise of the Right of First Refusal Period shall include a Right of First Refusal Period in the same manner provided above for the Initial Term. During this time period, Lessor shall not advertise or market the availability of the Premises for lease. Â In the event Lessee does not exercise its right during the Right of First Refusal Period, Lessee is still permitted to request a renewal of the Agi-eement on the terms associated with the Right of First Refusal Period until the expiration of the Initial Term, but Lessor is not obligated to accept Lesseeâ€™s requested renewal or to provide Lessee with Rent at the corresponding and applicable rate. Instead, Lessor has the right to advertise and market the availability of the Premises for lease with the freedom to lease the Premises to another lessee at the expiration of the Initial Term. Â If Lessee does not intend to renew the Agreement, Lessee hereby agrees to provide written notice to Lessor of Lesseeâ€™s intent to not renew and/or terminate the Agreement at least sixty (60) calendar days before the expiration of the Initial Term or any renewal period. Lessee understands and agrees that such notice is necessary and reasonable because Lessor must be provided the opportunity to locate a new lessee or otherwise plan for the occupancy of the Premises. Â Â Â Â Â Lessorâ€™s Representative______________Page 3 of 14Â Â Lesseeâ€™s Representative______________ Â Â 4. RENT: Â Lessee shall pay to Lessor rent in the amount of thirty-two thousand and 00/100 dollars ($32,000.00) per calendar month for the Premises (the â€œRentâ€). Lessee does hereby understand and agree that the payment of the Rent is not contingent upon any amount of use or occupancy of the Premises. Instead, Lessee hereby understands, agrees, and warrants that it will pay the Rent for the Premises during the Initial Term and any renewal thereof whether or not the Premises are used 01Â· occupied. Â The Rent shall be paid monthly and such payment shall be received by Lessor on or before the first (1st) calendar day of each month of the Initial Term and any other renewal term provided in this Agreement (i.e. for illustrative purposes only, if the Commencement Date is JulyÂ 1, 2019, Lessee must pay the Rent for JulyÂ 2019 on or before JulyÂ 1, 2019) (â€œMonthly Paymentâ€). Lessee understands and agrees that any Monthly Payment received after the first (1st) calendar day of each month of the Initial Term and any other renewal term provided in this Agreement is deemed late. Â For any renewal thereof, including renewals existing as a result of a renewal made during a Right of First Refusal Period, Lessee understands and agrees that its obligation to make Monthly Payments of Rent shall be governed by the above provisions as if the renewal period was a part of the Initial Term. However, the Parties expressly reserve Lessorâ€™s right to increase the Rent during any renewal period as dictated by current market conditions and housing demands. Â In the event Lessor does not receive the full Monthly Payment as designated above, a late fee in the amount of one thousand and 00/100 dollars ($1,000.00) per day beginning on the first (1st) calendar day that the Monthly Payment is late shall be charged and shall be due and payable by Lessee for each late payment until the Monthly Payment is received by Lessor. Â All Rent shall be made to Lessor at the following address: Â Â Â Â Â Â Â Â Â Â Â Â Â Â or such other place as Lessor shall designate in writing. Â In exchange for prompt payment of the Monthly Payments, and except as provided by other provisions of this Agreement, Lessor agrees to pay the annual charges incurred for any of Lessorâ€™s obligations to pay taxes for the Premises. For the purpose of this provision, tax charges shall include all real property taxes, personal property taxes, improvement bonds, and other charges or assessments which are levied upon or with respect to the Premises, including any increase in such taxes or a reassessment of the value of the Premises, license fees, or other taxes or fees levied in connection with Lessorâ€™s leasing or rental of the Premises. Â Lessor agrees that it shall obtain property damage insurance coverage for the Premises and liability insurance coverage for Lessorâ€™s liability related to the Premises. However, Lessor will not provide nor will Lessor be responsible for insurance coverage for any property other than the Premises or any liability of any other person or entity, including, but not limited to, any and all property owned, leased, and/or in the possession of Lessee and/or its invitees, guests, employees, representatives, agents, or other affiliated persons or entities which are in and around the Premises or the liability of Lessee and/or its invitees, guests, employees, representatives, agents, or other affiliated persons or entities. Lessee further acknowledges and understands that it is Lesseeâ€™s obligation to inform its invitees, guests, employees, representatives, agents, or other affiliated persons or entities that any property other than the Premises is not covered by Lessorâ€™s insurance. Â Â Â Â Â Lessorâ€™s Representative______________Page 4 of 14Â Â Lesseeâ€™s Representative______________ Â Â Lessee expressly understands, agrees, and warrants that it shall obtain insurance coverage related to Lesseeâ€™s use of the Premises, including, but not limited to, liability insurance coverage, commercial general liability coverage, workersâ€™ compensation coverage, business automobile liability coverage, and at least one insurance policy providing umbrella and/or excess insurance coverage (â€œLesseeâ€™s Insurance Policiesâ€). In addition, and in the event a policy(ies) obtained by Lessor and a policy(ies) obtained by Lessee provide coverage for the same loss, the Parties expressly understand, agree, and warrant that Lesseeâ€™s Insurance Policies shall be primary and the limits of that insurance policy(ies), including, but not limited to, any and all available excess and/or umbrella insurance policy(ies) and coverage, must be exhausted before any coverage may be sought under Lessorâ€™s policy(ies) expressly understands, agrees, and warrants that liability insurance policies, workersâ€™ compensation insurance policies, business auto policies, and any other policies which will provide coverage for the use of the Premises. Lessee further understands, agrees, and warrants that it will name Lessor as an additional insured on all of Lesseeâ€™s Insurance Policies, excluding its workersâ€™ compensation insurance

policy. Â Lessee understands, agrees, and accepts that the use or occupancy of the Premises must never exceed the occupancy permitted by any federal, state, or local government agency, regulation, rule, code, law, or standard. Lessee agrees to defend, indemnify, and hold harmless Lessor, as well as their respective predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related companies, customers, agents, employees, officers or executive officers, attorneys, managers or members, distributors, representatives, partnerships or joint ventures, owners, directors, stockholders, and any and all entities, persons, firms, corporations, underwriters, primary and excess insurers, reinsurers, third-party administrators, and indemnitees, from all damages, losses, claims, penalties, fines, or any other liability arising from the violations of any federal, state, or local government agency, regulation, rule, code, law, or standard as a result of the occupancy of the Premises. Â 5. REAL PROPERTY TAXES: Â Lessee shall not be responsible for any real property taxes and assessments levied and assessed against the Premises. Â 6. LIMITATIONS ON USE: Â Lessee shall not do, bring, or keep anything in or about the Premises that will cause the cancellation of any insurance covering the Premises. If the rate of any insurance carried by Lessor is increased as a result of Lesseeâ€™s use, authorized improvements, acts, or omissions, Lessee shall reimburse Lessor for the amount of such increase within twenty (20) business days of Lessorâ€™s written demand for reimbursement. Lessee shall not permit any activity on the premises which may in law constitute a nuisance, public or private, or which may constitute a violation of any environmental laws, or any other laws, ordinances or regulations. Lessee shall not operate all or any portion of the premises as a â€œplace of public accommodationâ€, as such term is defined under the Americans With Disabilities Act, 42 U.S.C. 12101 et, seq. (the â€œADAâ€) and the regulations pursuant to such act. Â 7. ASSIGNMENT AND SUBLETTING: Â Lessee shall not sell or mortgage, transfer, assign, or sub-let all or any portion of its rights under this Agreement without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Provided however, Lessor shall not be obligated to consent to any assignment, transfer, or sub-let in the event the proposed transfer would be in conflict with the provisions of any other lease or agreement under which Lessor is obligated. Further, in no event shall Lessorâ€™s consent to an assignment or subletting be construed as (a) relieving Lessee from the obligation to obtain Lessorâ€™s express written consent to any further assignment or subletting or (b) releasing Lessee from any liability or obligation hereunder whether or not then accrued, and Lessee shall continue to be, fully, jointly, and severally liable hereunder. Instead, in the event of such assignment, transfer, or sub-let, Lessee understands, agrees, and accepts that it shall remain liable for the full performance of all obligations under this Agreement. Moreover, and to the fullest Â Â Â Â Â Lessorâ€™s Representative_____Page 5 of 14Â Â Lesseeâ€™s Representative_____ Â Â extent allowed by law, Lessee agrees to defend, indemnify, and hold harmless Lessor, as well as their respective predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related companies, customers, agents, employees, officers or executive officers, attorneys, managers or members, distributors, representatives, partnerships or joint ventures, owners, directors, stockholders, and any and all entities, persons, firms, corporations, underwriters, primary and excess insurers, reinsurers, third-party administrators, and indemnitees, from all claims, damages, and causes of action arising out of any bodily injury, sickness, disease, death, loss, theft, damage, or destruction to any person or entity to whom Lessee assigned, transferred, or sub-let the property, except for those claims resulting from the gross negligence or willful conduct of Lessor. Â Lessor may sell, mortgage, transfer, or assign its interest in this Agreement at any time without the consent of Lessee; however, any such sale, mortgage, transfer or assignment shall expressly reserve the rights of Lessee under this Agreement. Â 8. MAINTENANCE & REPAIRS: Â As provided above in this Agreement, Lessor warrants and Lessee acknowledges that the Premises will be delivered in good order and repair. Lessee shall, at all times, maintain the Premises in good and safe condition, and shall be responsible for all minor and/or normal repairs, maintenance, and replacements on or to the Premises during the Term of this Agreement which are caused by the normal wear, tear, and use of the Premises. However, Lessor shall remain obligated to perform all structural maintenance and repairs on the Premises (i.e. roof, walls, floors, and HVAC systems) unless such maintenance and repairs are caused by Lessee and/or Lesseeâ€™s invitees, guests, employees, representatives, agents, or other affiliated persons or entities. Â Lessee shall also surrender the Premises at termination of this Agreement, in as good condition as received, normal wear and tear excepted. Lessee shall also be responsible for the repair and replacement, if necessary, of the heating and air conditioning (â€œHVACâ€) systems servicing the Premises as well as the electrical, fiber internet services, water services, and septic services following receipt of the Premises from Lessor on the Commencement Date. Lessee further agrees to maintain the Premises in clean and healthful condition and to comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and any other agencies or bodies having jurisdiction) with respect to the use, condition, or occupancy of the Premises. Â 9. ALTERATIONS: Â Lessee shall not make any additions, improvements, or alterations to the Premises without Lessorâ€™s written consent, which will not be unreasonably withheld, qualified, or delayed, unless such additions, improvements, or alterations are structural in nature, in which event such consent will be in the sole discretion of Lessor. In making improvements, additions, or alterations that require Lessorâ€™s consent, Lessee, after obtaining Lessorâ€™s consent, shall comply with the following: Â A. The improvements or alterations shall not be commenced until seven (7) calendar days after Lessor has received written notice from Lessee stating the date the alterations are to commence and Lessor has consented to same; and Â B. The improvements or alterations shall be in conformance with all applicable local, state, and federal laws, ordinances, orders, rules, and regulations. Â Â Â Â Â Lessorâ€™s Representative_____Page 6 of 14Â Â Lesseeâ€™s Representative_____ Â Â Lessee shall have the duty, only if Lessor so requests in writing, to remove from the Premises before the expiration of the Initial Term or any renewal thereof by Lessee, or within fifteen (15) business days after the expiration of the Initial Term or any renewal thereof by Lessee, any additions, improvements, or alterations Lessee has made to the Premises, so long as the removal will not cause structural damage to the Premises, and Lessee, at its cost, shall promptly restore any damage caused by the removal. Lessee shall not cause or permit any mechanicâ€™s liens, workmanâ€™s liens, contractorâ€™s liens, materialmanâ€™s liens, or any other lien to be filed against the Premises as a result of or in any way connected to any additions, improvements, or alterations Lessee has made to the Premises, and, to the fullest extent allowed by law, Lessee agrees to defend, indemnify, and hold harmless Lessor, as well as their respective predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related companies, customers, agents, employees, officers or executive officers, attorneys, managers or members, distributors, representatives, partnerships or joint ventures, owners, directors, stockholders, and any and all entities, persons, firms, corporations, underwriters, primary and excess insurers, reinsurers, third-party administrators, and indemnitees, from and against any and all such liens. Â Moreover, any additions, alterations, and improvements made by Lessee, with or without consent of Lessor, no matter how attached to the Premises, shall remain the property of Lessor unless otherwise stipulated herein, and Lessee expressly waives any right to compensation or reimbursement for any such additions, alterations, or improvements which may be made on the Premises. Notwithstanding the above, however, Lessee may remove from the Premises its supplies and movable equipment not attached to the Premises provided (a) such removal is made prior to the termination of the Initial Term or any renewal thereof by Lessee; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of such removal; and (c) Lessee promptly repairs all damage, no matter how slight, caused by the installation, use, or removal of such supplies and equipment. Furthermore, Lessee, or any of its hired architects, engineers, contractors, subcontractors or employees, shall not remove or discard any thing or any item, furniture, appliance, fixture, flooring, or any other materials or item provided by Lessor, movable or immovable, without first consulting with Lessor and obtaining Lessorâ€™s written permission. Â 10. UTILITIES: Â As indicated above, Lessor warrants that the Premises will be delivered on the Commencement Date with the following: fiber internet service connections, three-phase electricity connections, including, but not limited to, all the necessary electrical connections for a fuel island, a 200 amp service dedicated to the welding bay shown on Exhibit A, a covered roof wash bay as shown on Exhibit A, and water and septic systems which shall be fully compliant with the rules, regulations, and specifications of the Texas Commission on Environmental Quality. Lessorâ€™s obligations extend to any and all necessary upgrades, updates, or further work on the utility connections that are required for Lessee to set up and pay for the utilities contemplated needed to pursue its business. Â Lessee shall be responsible for coordinating with utility providers to set up and thereafter make payments for all utility and service charges furnished to the Premises or used by the Premises or Lessee during the Term of this Agreement, including, but not limited to, water, three-phase electricity, gas, fiber internet services, satellite television, refuse, sewage, and trash collection. Lessee hereby warrants, agrees, and understands that it shall ensure that Lessor is not obligated to pay for any such utility or service charges furnished to the Premises or used by the Premises or Lessee during the Term of this Agreement. Lessee further agrees to defend, indemnify, and hold harmless Lessor and/or the Premises for any and all claims made against it in connection with, related to, and/or caused by the utility or service charges furnished to the Premises or used by the Premises or Lessee during the Term of this Agreement. Â 11. ACCESS: Â Lessor and its authorized representatives shall have the right to enter the Premises on any day within the hours of 7:00 a.m. and 7:00 p.m., Central Standard Time, for one of the following reasons: Â A. To determine whether the Premises are in good condition and whether Lessee is complying with its obligations under this Agreement; Â Â Â Â Â Lessorâ€™s Representative_____Page 7 of 14Â Â Lesseeâ€™s Representative_____ Â Â B. To perform any necessary,maintenance and to make any restoration or repair to the Premises, including all buildings and other improvements, in which Lessor has the right or obligation to perform; and/or Â C. In the event Lessee does not exercise its right of renewal during the Right of First Refusal Period, to post and/or display â€œfor rentâ€ or â€œfor leaseâ€ signs during the last six (6) months of the Initial Term of this Agreement or any renewal provided therein. Â Lessor has the right to enter the Premises for any other reason but, in order to do so, Lessor must provide Lessee with written notice of the intent to enter the property at least five (5) calendar days prior to Lessor accessing the Premises. Nothing provided in this Agreement will restrict Lessorâ€™s access to the Premises without written notice while acting in compliance with or instruction by order, request, or investigation by any governmental authority with jurisdiction over the Premises. Â 12. INDEMNITY: Â TO THE FULLEST EXTENT ALLOWED BY LAW, LESSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR, AS WELL AS ITS RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, ASSOCIATES, AFFILIATED AND RELATED COMPANIES, CUSTOMERS, AGENTS, EMPLOYEES, OFFICERS OR EXECUTIVE OFFICERS, ATTORNEYS, MANAGERS OR MEMBERS, DISTRIBUTORS, REPRESENTATIVES, PARTNERSHIPS OR JOINT VENTURES, OWNERS, DIRECTORS, STOCKHOLDERS, AND ANY AND ALL ENTITIES, PERSONS, FIRMS, CORPORATIONS, UNDERWRITERS, PRIMARY AND EXCESS INSURERS, REINSURERS, THIRD-PARTY ADMINISTRATORS, AND INDEMNITEES, FROM ALL DAMAGES ARISING OUT OF ANY BODILY INJURY, SICKNESS, DISEASE, DEATH, LOSS, THEFT, DAMAGE, OR DESTRUCTION TO ANY PERSON OR PROPERTY (AS THE CASE MAY BE) OCCURRING IN, ON, OR ABOUT THE PREMISES EXCEPT FOR DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF LESSOR. LESSEE SHALL BE LIABLE TO LESSOR FOR ACTUAL NONSPECULATIVE DAMAGES RESULTING FROM THE ACTS OR OMISSIONS OF LESSEE, ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, REPRESENTATIVES, AGENTS, CUSTOMERS, GUESTS, INVITEES AND LICENSEES OR OF LESSEE, AS WELL AS ITS RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, ASSOCIATES, AFFILIATED AND RELATED COMPANIES, CUSTOMERS, AGENTS, EMPLOYEES, OFFICERS OR EXECUTIVE OFFICERS, ATTORNEYS, MANAGERS OR MEMBERS, DISTRIBUTORS, REPRESENTATIVES, PARTNERSHIPS OR JOINT VENTURES, OWNERS, DIRECTORS, STOCKHOLDERS, AND ANY AND ALL ENTITIES, PERSONS, FIRMS, CORPORATIONS, UNDERWRITERS, PRIMARY AND EXCESS INSURERS, REINSURERS, THIRD-PARTY ADMINISTRATORS, AND INDEMNITEES, FOR ANY NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL CONDUCT WHICH CAUSES ANY BODILY INJURY, SICKNESS, DISEASE, DEATH, LOSS, THEFT, DAMAGE, OR DESTRUCTION TO LESSOR, LESSORâ€™S PROPERTY, AND/OR LESSORâ€™S RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, ASSOCIATES, AFFILIATED AND RELATED COMPANIES, CUSTOMERS, AGENTS, EMPLOYEES, OFFICERS OR EXECUTIVE OFFICERS, ATTORNEYS, MANAGERS OR MEMBERS, DISTRIBUTORS, REPRESENTATIVES, PARTNERSHIPS OR JOINT VENTURES, OWNERS, DIRECTORS, STOCKHOLDERS, AND ANY AND ALL ENTITIES, PERSONS, FIRMS, CORPORATIONS, UNDERWRITERS, PRIMARY AND EXCESS INSURERS, REINSURERS, THIRD-PARTY ADMINISTRATORS, AND INDEMNITEES. LESSEEâ€™S OBLIGATION UNDER THIS PARAGRAPH TO INDEMNIFY AND HOLD LESSOR HARMLESS SHALL BE LIMITED TO THE SUM THAT EXCEEDS THE AMOUNT OF INSURANCE PROCEEDS, IF ANY, RECEIVED BY LESSOR. LESSOR SHALL GIVE PROMPT NOTICE TO LESSEE OF ANY CLAIM TO WHICH THIS PROVISION APPLIES. LESSEE FURTHER UNDERSTANDS AND AGREES THAT LESSOR SHALL BE ENTITLED TO SELECT THE COUNSEL WHICH WILL PROVIDE A DEFENSE AGAINST CLAIMS COVERED BY THIS PROVISION AND LESSEE SHALL BE OBLIGATED TO PROMPTLY PAY ALL ASSOCIATED ATTORNEYâ€™S FEES, COSTS, AND EXPENSES INCURRED BY LESSORâ€™S COUNSEL. Â Â Â Â Â Â Lessorâ€™s Representative_____Page 8 of 14Â Â Lesseeâ€™s Representative_____ Â Â 13. HAZARDOUS SUBSTANCES: Â In the event, Lessee or its employees, agents, officers, shareholders, partners, members, invitees, guests, or customers shall use, deposit, store, transport, locate, bring on to, or cause to be brought on to the Premises any Hazardous Substances, Lessee warrants and covenants that neither Lessee nor employees, agents, officers, shareholders, partners, members, invitees, guests, or its customers shall release, discharge, spill, dispose, emit, or permit the breakage of Hazardous Substances in, on, or under the Premises. To the fullest extent allowed by law, Lessee agrees to defend, indemnify, and hold harmless Lessor, as well as their respective predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related companies, customers, agents, employees, officers or executive officers, attorneys, managers or members, distributors, representatives, partnerships or joint ventures, owners, directors, stockholders, and any and all entities, persons, firms, corporations, underwriters, primary and excess insurers, reinsurers, third-party administrators, and indemnitees, from any and all causes of action, claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneysâ€™ fees, consultant fees, expert fees, and remediation costs) arising during or after the Initial Term or any renewal thereof from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, which Hazardous Substances were brought onto the Premises during the Initial Term or any renewal thereof by Lessee, its agents, officers, representatives, employees, invitees, customers, or licensees or become deposited or otherwise become present on the Premises during the Initial Term or any renewal thereof. Without limiting the foregoing, this indemnification shall include any and all costs, expenses, attorneyâ€™s fees, consultant fees, or expert fees incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Â For purposes of this section, the term â€œHazardous Substancesâ€ shall be interpreted broadly to include, but not be limited to, substances designated as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 2201, et seq., and any applicable State or federal law or regulation. Hazardous Substances shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities, and oil and petroleum based derivatives. Â This section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive termination of this Agreement. Â 14. WAIVER OF SUBROGATION: Â To the extent that a loss is covered by insurance in force and in effect, and recovery is made for such loss, Lessor and Lessee hereby mutually hold harmless and release each other from liability and waive all right of subrogation against each other for any loss or damage to their respective properties. Subject to the other provisions of this Agreement, including, but not limited to, Lesseeâ€™s agreement that Lesseeâ€™s Insurance Policies shall be primary, each Party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Party in connection with any damage covered by any policy. Â 15. DAMAGE OR DESTRUCTION: Â If the Premises are so damaged or destroyed by fire, flood, earthquake, the elements, casualty, war, riot, public disorder, acts authorized or unauthorized by the government (including a condemnation proceeding), or any other cause or happening so as to render the Premises unusable for Lesseeâ€™s operations, as determined by Lessee and Lessor acting in good faith and in a commercially reasonable manner, this Agreement shall terminate immediately. However, there shall be no termination, except to the extent compensated for by Lessorâ€™s insurance, if the damage is caused by the negligence, willful misconduct, gross negligence, or intentional conduct of Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees, or licensees. Â Â Â Â Â Lessorâ€™s Representative_____Page 9 of 14Â Â Lesseeâ€™s Representative_____ Â Â If the Premises are partially damaged or rendered partially unusable by fire or other casualty, as set forth above, and such partial damage or partial inability to use the Premises does not result from the negligence, willful misconduct, gross negligence, or intentional conduct of Lessee, its employees, officers, directors, shareholders, members, partners, representatives, agents, customers, guests, invitees, or licensees, Lessee shall give Lessor written notice of the damage and if repairs are not undertaken by Lessee within the later of thirty (30) calendar days from the (a) date of such notice to Lessor, or (b) the date Lessor repairs the portion of the Premises Lessor is responsible for repairing, Lessor may terminate this Agreement by giving written notice to Lessee. If Lessor elects not to terminate, this Agreement shall continue in full force and effect and the damages to the Premises shall be repaired by and at the expenses of Lessee, except to the extent provided for or compensated for by Lessorâ€™s insurance. Moreover, until such repair is substantially completed so that full use and occupancy of the Premises by Lessee is possible, the Rent shall be apportioned according to the portion of the Premises which

remains usable. If such repairs are not completed within one hundred eighty (180) calendar days from the later of (a) the date of written notice of the casualty to Lessor, or (b) the date Lessor repairs the portion of the Premises Lessor is responsible for repairing, Lessor or Lessee may terminate this Agreement by giving written notice to the other Party within ten (10) calendar days of the expiration of the one hundred eighty (180) calendar day period. Â 16. LESSEEâ€™S DEFAULT: Â The following events shall be deemed to be events of default by Lessee under this Agreement: Â A. Lessee shall be adjudged bankrupt, or shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of Lesseeâ€™s creditors, or a receiver appointed for Lesseeâ€™s property, or if execution be issued against Lesseeâ€™s interest in this Agreement, or if Lesseeâ€™s interest in this Agreement shall by law pass to any person other than Lessee; and/or Â B. Lessee shall fail to pay the Rent due hereunder or any other amount payable to Lessor hereunder, and such failure shall continue for five (5) business days after written notice of such failure from Lessor delivered to Lessee; and/or Â C. Lessee shall fail to perform any of the covenants, obligations, and/or requirements of this Agreement. Â Upon the occurrence of any one or more of such events of default, at the option of Lessor, (a) this Agreement shall cease and terminate immediately and Lessee shall quit and surrender the Premises to Lessor, or (b) Lessor may pursue any remedy available to Lessor, whether by law or contract, or in equity, including without limitation the repossession of the Premises by Lessor without terminating the Agreement, in which event Lessee shall be liable for all Rent payable through the date of repossession, plus Rent required to be paid by Lessee during the remainder of the Initial Term (or, if applicable, any renewal term), which will only be diminished by any sums thereafter received by Lessor through reletting the Premises during said period. If this Agreement shall be terminated by Lessor pursuant to this Section, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee and Lesseeâ€™s property therefrom. Lessor and Lessee agree that time is of the essence with respect to all matters described in this Section and any act or omission by Lessee which delays Lessorâ€™s ability to pursue its right under this Section shall provide grounds for Lessor to seek damages and losses as a result of Lesseeâ€™s acts or omissions, including, but not limited to, (a) all lost rental payments as a result of Lesseeâ€™s actions or omissions at the rate of Rent provided herein, (b) stipulated, liquidated, and/or contractual damages worth two times the remaining Rent due on the Initial Term or any renewal thereof by Lessee, and (c) all costs, attorneyâ€™s fees, and expenses associated with the pursuit and prosecution of this Section. Â Â Â Â Â Lessorâ€™s Representative_____Page 10 of 14Â Â Lesseeâ€™s Representative_____ Â Â 17. LESSORâ€™S DEFAULT: Â Lessor shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform and if the failure to perform is not cured within thirty (30) calendar days after written notice of the default given by Lessee to Lessor. If the default cannot reasonably be cured within thirty (30) calendar days, Lessor shall not be in default of this Agreement if Lessor commences to cure the default within the thirty (30) calendar day period and in good faith continues to cure the default thereafter. In the event Lessor fails to cure a default and the continuance of such default results in the interruption of Lesseeâ€™s peaceable enjoyment of the Premises, then Lessee shall be entitled to abatement of the Rent payable under this Agreement in an amount representing the same proportion as the percentage of the total Premises rendered unusable by Lessorâ€™s default. Â 18. SURRENDER OF PREMISES: Â Upon termination of this Agreement by lapse of time or otherwise, Lessee shall immediately surrender the Premises in as good condition as they were in at the beginning of the Initial Term, ordinary wear and tear and alterations, changes and additions made in compliance with this Agreement, acts of God, and other casualty excepted. In the event Lessee retains possession of the Premises after the termination date of this Agreement, then Lessee shall make Monthly Payments equal to one hundred and twenty five percent (125%) of the Monthly Payment set forth herein as if Lessee had renewed this Agreement for the period that Lessee retains possession of the Premises after the termination date of this Agreement, without regard to whether or not Lessee retains possession for the full three (3) calendar months, and such payment shall continue until Lessee surrenders the Premises. Â 19. NOTICE: Â All notices, demands, or other communications to be given or delivered under or by reason of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized commercial courier. Such notices, demands, and other communications will be sent to the address indicated below: Â Â If to Lessor: Â Â Â Â Â Â Â Â Â Â Â Name: Â Â Â Â Â Address: Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â With copies to: Â Seth T. Mansfield Â Â Â Â Becker & Hebert, LLC Â Â Â Â 201 Rue Beauregard Â Â Â Â Lafayette, Louisiana 70508 Â Â Â If to Lessee: Â Â Â Â Â Â Â Â Â Â Â Name: Â Equipment Transport, LLC Â Â Â Address: Â 1 Tyler Court Â Â Â Â Carlisle, PA 17015 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â With copies to: Â Arthur L. Streeter Â Â Â Â Equipment Transport, LLC Â Â Â Â 1 Tyler Court Â Â Â Â Carlisle, PA 17015 Â Â Â Â Â Â Lessorâ€™s Representative_____Page 11 of 14Â Â Lesseeâ€™s Representative_____ Â Â or such other addresses or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. All such notices shall be deemed given on the date of receipt at the applicable address as evidenced by the return receipt. Â 20. LAW & VENUE: Â All questions and disputes concerning the validity, construction, interpretation, and/or enforcement of this Agreement and the exhibits hereto will be governed by and construed in accordance with the domestic laws of the State of Louisiana, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. The Parties expressly agree that the state and federal courts located in Lafayette Parish, Louisiana and Ouachita Parish, Louisiana are the sole venues for any questions or disputes involving the validity, construction, interpretation, and/or enforcement of this Agreement. Â 21. WAIVER: Â No delay or omission by either party in exercising any right occurring upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or be construed to be waiver thereof. A waiver by either party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained. Â 22. HEIRS AND SUCCESSORS: Â Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of the Parties. Â 23. INTEGRATED AGREEMENT; MODIFICATION: Â This Agreement embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement cannot be amended or modified except by a written agreement signed by both Lessor and Lessee. Â 24. RECORDATION: Â This Agreement shall not be recorded, except that if either Party requests the other Party to do so, the Parties shall execute a Memorandum of Lease in recordable form. Â 25. CAPTIONS: Â The captions used in this Agreement shall have no effect on its interpretation. Â 26. SEVERABILITY: Â The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Â Â Â Â Â Lessorâ€™s Representative_____Page 12 of 14Â Â Lesseeâ€™s Representative_____ Â Â 27. ATTORNEYâ€™S FEES AND COSTS: Â If by reason of any default on the part of Lessee, Lessor shall bring suit to recover any Rent due hereunder, or for breach of any provision of this Agreement or to recover possession of the Premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to the costs and expenses allowed by law, all reasonable attorneyâ€™s fees and costs. Â 28. SUBORDINATION: Â This Agreement is subject and subordinate to any mortgage which now or hereafter encumbers or affects any portion of the Premises and/or the leasehold interest of Lessor in the land upon which the building is situated, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee of Lessor. In confirmation of such subordination, however, Lessee shall, at Lessorâ€™s request, promptly execute any appropriate certificate or instrument that Lessor may request. Lessee hereby constitutes and appoints Lessor as Lesseeâ€™s attorney in fact to execute any such certificate or instrument for and on behalf of Lessee. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage, Lessee will, upon request of any person or party succeeding to the interest of Lessor as a result of such enforcement, automatically become the lessee of such successor in interest without change in the terms or other provisions of this Agreement. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided for. Â At Lessorâ€™s request, Lessee will execute either an estoppel certificate or a three party agreement certifying such facts and agreeing to such notice provisions and other matters as may reasonably be required. Â 29. LIEN FOR PAYMENT OF RENT: Â In consideration of mutual benefits ansmg by virtue of this Agreement, Lessee does hereby mortgage unto Lessor all property of Lessee now or hereafter placed in or upon the Premises (except such part of property or merchandise as may be exchanged, replaced, or sold from time to time in the ordinary course of operations or trade), and such property is hereby subjected to a lien in favor of Lessor and shall be and remain subject to such lien of Lessor herein. Said lien shall be in addition to and cumulative of the landlordâ€™s lien provided by law. Notwithstanding the foregoing, the lien created in this paragraph shall be subordinate to any lien or mortgage granted by Lessee to the seller of property or equipment located on the Premises or to a lender who lends all or a portion of the purchase money for any property or equipment placed on the Premises by Lessee. Â 30. CONFIDENTIALITY: Â Lessor and Lessee agree that the terms and conditions set forth herein are confidential information which have substantial value. Lessor and Lessee understand, agree, and warrant that the terms and conditions set forth herein shall not be made available to the public or any person not at party to this Agreement, by written or oral communication. Â 31. COUNTERPARTS: Â This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. The Parties have executed this Agreement with the intent for the Agreement to be effective on the date above shown. Copies of the original Agreement shall be considered as an original. Facsimile counterpart signatures to this Agreement shall be acceptable and binding on the parties hereto. Inasmuch as this Agreement has been prepared by (or been provided the opportunity to be reviewed by) counsel for the Parties, there shall be no legal presumption against either Party hereto with respect to counsel, preparation, or interpretation. Â Â Â Â Â Lessorâ€™s Representative_____Page 13 of 14Â Â Lesseeâ€™s Representative_____ Â Â SWORN TO AND SUBSCRIBED before me, the Undersigned Notary, and competent witnesses, on this _____ day of _____, 2019, in the Parish/County of _____, State of _____ Â WITNESSES: Â BASIN HOUSING VENTURES, LLC Â Â Â Â Â Signed:Â Â Â Signed:Â Â Â Â Â Â Â Print: Â Â Print: Â Â Â Â Â Â Signed:Â Â Â Title: Â Â Â Â Â Â Name: Â Â Â Â Â Â Â Â Â Â Â Â NOTARY PUBLIC# Â Â Â Â Â Printed Name: Â Â Â Â Â Â Â Â Commission Expires: Â Â Â SWORN TO AND SUBSCRIBED before me, the Undersigned Notary, and competent witnesses, on this _____ day of _____, 2019, in the Parish/County of_____, State of _____ Â WITNESSES: Â EQUIPMENT TRANSPORT, LLC Â Â Â Â Â Signed:Â /s/ Brandon Hall Â Signed:Â Â Â Â Â Â Â Print: Brandon Hall Â Print: Â Â Â Â Â Â Signed:Â Â Â Title: Â Â Â Â Â Print: Â Â Â Â Â Â /s/ Beth Ann Delbaugh Â Â Â Â Â NOTARY PUBLIC# Â Â Â Â Â Â Â Printed Name: Beth Ann Delbaugh Â Â Â Â Â Commission Expires:Â AugÂ 27, 2022 Â Â Â Â Â Â Lessorâ€™s Representative_____Page 14 of 14Â Â Lesseeâ€™s Representative_____ Â Â EXHIBIT â€œAâ€ Â TO Â LEASE AGREEMENT Â A-1 EX-10.57 25 vivakor_ex10-57.htm EXHIBIT 10.57 Â Exhibit 10.57 Â Â White Claw Crude Contract Number â€“ WC SFD 2024 Â This agreement is made between White Claw Crude, LLC (â€œWCCâ€ and â€œBuyerâ€) and Silver Fuels Delhi, LLC. (â€œSFDâ€ and â€œSellerâ€) whereby AG agrees to sell and WCC agrees to buy crude oil under the terms and conditions set forth herein. Â This Agreement is effective JulyÂ 1, 2024, by and between WCC and Mitsui. Â 1. Quality: Denbury Delhi Specification Â 2. Quantity: Up to 40,000 barrels per month Â 3. Location: Denbury Meter at Delhi, LA facility Â 4. Price: Denbury Delhi Posting Â 5. Term: 30 Day evergreen Â 6. Payment: Payment shall be made on the 20th of the month following delivery via wire transfer at a bank of sellerâ€™s choice. If payment due date falls on a Sunday or Monday banking holiday, payment will be made effected on the following business day. If payment due date falls on a Saturday or a banking holiday other than a Monday, then payment will be affected on the preceding day. Payments subject to netting under WCC/SFD(Vivakor) netting agreement. Â 7. Conocoâ€™s General Provisions Domestic Crude Oil Agreements, dated JanuaryÂ 1, 2017, are incorporated herein by reference and made a part hereof. Â Please acknowledge by return FAX/email your acceptance and agreement of the terms stated herein. Photocopies and faxes of singed copies of this agreement shall have the same force and effect as signed originals. Unless we receive from you written notice of objection within three (3) business days, this agreement shall constitute a final and complete contract binding upon both parties, shall supersede all prior written and oral communications by either party and between the parties regarding the subject matter of this contract and cannot be modified unless in writing. Â White Claw Crude, LLC. Â Silver Fuels Delhi, LLC Â Â Â Â Â Â Â Â Â Â By: Â Â By: Â Â Â Â Â Â Title: Manager Â Â Â Â Â Date: Â Â Date: Â Â Â EX-10.58 26 vivakor_ex10-58.htm EXHIBIT 10.58 Â Exhibit 10.58 Â Execution Version Â HORIZON TRUCK & TRAILER, LLC REPAIR & MAINTENANCE SUBSCRIPTION PLAN Â This Repair and Maintenance Subscription Plan, including all attached schedules hereto (collectively, this â€œAgreementâ€) is entered into as of OctoberÂ 1, 2024 by and between HORIZON TRUCK & TRAILER, LLC, a Texas limited liability company with its principal place of business at 5220 Spring Valley Road, Suite 520, Dallas, Texas 75254, or their designated agents or affiliates (â€œProviderâ€), and the Subscriber who signs Schedule A hereto (â€œSubscriberâ€), being a natural person or entity having its principal place of business as set forth below the Subscriberâ€™s signature block of this Agreement. Provider and Subscriber may be referred to herein individually as a â€œPartyâ€ or collectively as the â€œPartiesâ€. Provider and Subscriber agree as follows: Â 1.Â PREAMBLE. Provider does hereby agree to maintain and repair, or cause to be maintained and repaired, as set forth in Section 2, the vehicle(s) and equipment owned or leased by the Subscriber and described on Schedule A (â€œCovered Vehiclesâ€) attached hereto and made a part hereof, subject to the terms and provision of this Agreement. Â 2.Â SERVICES AND PARTS PROVIDED. Provider hereby covenants and agrees to repair and maintain the Covered Vehicles as follows, subject to the terms and provisions of this Agreement: Â 2(a).Â Tires. Shall have sound casings capable of carrying its rated load capacity. Steer axle tires are to be original, matched tread, with 8/32 inch remaining tread depth on all tires. Rear axle to be original, matched tread with 8/32 inch remaining tread depth; Â 2(b).Â Body. Shall have no dented or punctured panels (including fuel tanks) and no other damage that costs more than two hundred fifty dollars ($250) to repair. All bodies that have been damaged, rusted or abused must be repaired to original condition, less normal wear and tear. There will be no sheet metal damage including paint and rust on cab, bumper, grill, fuel tanks and attachments to the cab including sleeper boxes, airings, and cab extenders. Frame, crossmembers, springs, axles, axle housings and wheels will be free from cracks, breaks or bends. When included, lift gates will be operable and refrigeration equipment must operate to original designed temperature capacity; Â 2(c).Â Interiors (Tractor Only). Shall be clean, shall have no tears, odors, burns, damage to seats, seat backs, dashes, headliners, door panels or carpeting, original radio and other original equipment to be in place. Gauges and all other operative parts and accessories shall be in working order; Â 2(d).Â Engines (Tractor Only). Shall be mechanically sound, carry manufacturerâ€™s recommended oil pressure, have no excessive blow by, no water and/or oil leakage, and have no cracked heads or blocks. Transmission and differentials shall have no seal leakage (including wheel seals - steer and drive axles), shall be operable as originally provided to customer, shall have no excessive gear noise. Lessee will furnish electronic engine ECM codes upon request; Â 2(e).Â Drive Train Components (Tractor Only). Equipment will be â€œROADWORTHYâ€, capable of operating as originally designed; this specifically includes, but is not limited to, engines, transmissions, axles and allied equipment (i.e. heater/AC system); Â 2(f).Â Glass (Tractor Only). Windshield shall not be pitted, chipped or cracked that would fail DOT inspection. Windows and mirrors shall not be broken or cracked, including bulls-eyes or fractures, and all window operating mechanisms shall be operable; Â 2(g).Â Electrical. Batteries, starters, alternators, etc. shall be operable. Charging system will be operating and batteries will start Equipment under its own power with no dead cells or cracked cases. Lights and wiring shall be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable; Â 2(h).Â Factory Equipment & In Service Equipment. Factory-installed equipment and any equipment installed in Equipment prior to operations shall be intact and operable. Includes fifth wheel, mudflaps, airfoils, safety equipment, chain boxes, etc.; Â 2(i).Â Chrome & Bright Metal Trim. Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of roadworthiness shall be free from damage and scrapes; Â 2(j).Â Brakes. Shoes shall have a minimum of 25% wear left; and Â 2(k).Â DOT Standards. The Covered Vehicles shall pass a complete U.S. Department of Transportation (â€œDOTâ€) annual inspection. Â Â Â Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024 Â Â 2(l).Â Scheduled Maintenance. Subscriber covenants and agrees that it shall timely deliver the Covered Vehicles for the following scheduled maintenance, and Provider shall provide or cause to be provided such scheduled maintenance, as required by the following Preventive Maintenance Schedule (unless differently provided in Schedule A): Â REQUIRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Inspect & Repair Oil Level X Â Â Â Â Inspect & Repair Radiator Fan/Hub/Fluid Level X Â Â Â Â Inspect & Repair Water Pump/Hose/Belt X Â Â Â Â Inspect & Repair Steering Fluid/Hose/Belt/Linkage X Â Â Â Â Inspect & Repair Air Compressor/Hose/Belt X Â Â Â Â Inspect & Repair Alternator/Belt X Â Â Â Â Inspect & Repair/Replace/Secure Fire Extinguisher X Â Â Â Â Inspect & Repair Emergency Triangles/Extra Fuses X Â Â Â Â Inspect & Repair Clutch/Clutch Travel X Â Â Â Â Inspect & Repair Gauges X Â Â Â Â Inspect & Repair Engine Operating Temperature X Â Â Â Â Inspect & Repair Oil Pressure X Â Â Â Â Inspect & Repair Ampmeter/Voltmeter X Â Â Â Â Inspect & Repair Steering Play X Â Â Â Â Inspect & Repair Wipers/Washers X Â Â Â Â Inspect & Repair Air Filter Indicator/Air Filter X Â Â Â Â Inspect & Repair Horn X Â Â Â Â Inspect & Repair Heater/Defroster X Â Â Â Â Inspect & Repair Turn Signals/Flasher X Â Â X Â Inspect & Repair Brake

Lights X Â Â X Â Inspect & Repair License Plate Light X Â Â X Â Inspect & Repair ABS System/Indicator Light X Â Â X Â Inspect & Repair Exhaust System X Â Â Â Â Inspect & Repair Headlights/High & Low Beam X Â Â Â Â Inspect & Repair/Replace/Inflate Tires X Â Â X Â Inspect & Repair Wheel Seals X Â Â X Â Inspect & Repair Rims/Lug Nuts X Â Â X Â Inspect & Repair Slack Adjusters X Â Â X Â Inspect & Repair Brake pads and Drums X Â Â X Â Inspect & Repair Brake Chamber X Â Â X Â Inspect & Repair Brake Hoses and Air Lines X Â Â X Â Inspect & Repair Springs/Mounts X Â Â X Â Inspect & Repair Suspension System Air Lines/Bags X Â Â X Â Inspect & Repair Shock Absorbers X Â Â X Â Inspect & Repair Reflectors/Reflective Tape X Â Â X Â Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 2Â Â Â REQUIRED MAINTENANCE ITEM TRACTOR TRAILER Daily Monthly Every Daily Every Inspect & Repair Mud Flaps/Brackets X Â Â X Â Inspect & Repair Windows/Mirrors/Brackets X Â Â X Â Inspect & Repair Drive Shaft/Transmission X Â Â Â Â Inspect & Repair Coupling System Mounting Bolts X Â Â X Â Inspect & Repair Coupling System Safety Latch/Locking Jaw X Â Â Â Â Inspect & Repair Coupling System Platform/Frame X Â Â Â Â Inspect & Repair Coupling System Release Arm X Â Â Â Â Inspect & Repair Coupling System Kingpin/Apron Gap X Â Â X Â Inspect & Repair Air Line/Electric Connection to Trailer X Â Â Â Â Inspect & Repair Catwalk/Frame/Centrifuge Mount X Â Â Â Â Inspect & Repair Air Tanks/Mount/Drain Water X Â Â Â Â Inspect & Repair Batteries/Cover X Â Â Â Â Inspect & Repair DEF/Fuel Tanks/Caps X Â Â Â Â Inspect & Repair Loading/Unloading Hoses/Connections X Â Â Â Â Inspect & Repair Centrifuge X Â Â Â Â Inspect & Update Permit Book/Required Stickers Â X Â Â Â Lubricate all lube points Â X Â Â Month Lubricate 5th Wheel Â X Â Â Â Test AntiFreeze to -40 Degrees Â Â 25,000 miles Â Â Clean Air Filter Â Â 25,000 miles Â Â Change Air Filter Â Â 50,000 miles Â Â Replace Coolant Filter Â Â 25,000 miles Â Â Replace Fuel Filters Â Â 25,000 miles Â Â Inspect & Repair Wheel Bearings Â Â 25,000 miles Â Â Change Oil/Oil Filter Â Â 15,000 miles Â Â Inspect and Repair Gear Oil Â Â 25,000 miles Â Â Inspect & Document NALCO Level PPM Â Â 25,000 miles Â Â Drain and Replace Steering Fluid/Filter Â Â Year Â Â Change Air Dryer Cartridge Â Â 360,000 miles Â Â DOT Annual Inspection Â Â 180 days Â Â Â 3.Â SUBSCRIBERâ€™S OBLIGATIONS. Subscriber hereby covenants and agrees, in accordance with the terms and provisions of this Agreement: Â 3(a).Â All services to be furnished hereunder shall, except as otherwise specifically provided for herein, be performed at Providerâ€™s designated maintenance facilities and Subscriber agrees to return each Covered Vehicle to any said maintenance facility for a minimum of eight (8) hours per week or at such other intervals as the parties may determine for service, inspection, adjustments and repairs. Â 3(b).Â Subscriber agrees that it will not neglect Covered Vehicles and will ensure that its drivers will not operate any Covered Vehicles in such manner as to cause undue vehicle wear and tear, including, but not limited to operating any vehicle on any tire which does not contain sufficient air pressure to prevent damage to the sidewalls thereof or any improper driving practice. Subscriber understands and agrees that failure to abide by the foregoing may result in additional charges for maintenance and repair hereunder. Provider is not and shall not be responsible for costs and expenses associated with repair, maintenance, services and goods provided at facilities not approved or designated in advance by Provider. Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 3Â Â Â 3(c).Â Subscriber agrees to pay Provider for any additional charges it may incur for failure to operate pursuant to paragraph 3(b), no later than thirty (30) calendar days after such services are invoiced by Provider. Â 3(d).Â Subscriber will furnish and/or assign Provider all manufacturersâ€™ warranties applicable to Subscriberâ€™s Covered Vehicles and diligently assist in obtaining the benefits of such warranties as shall be requested by Provider. Â 3(e).Â Mileage shall be determined from odometer and/or hub odometer readings. If the odometer and/or hub odometer fails to function, the mileage for the period in which the failure existed shall be determined by (in Providerâ€™s sole judgment) the best available method (e.g., trip records or average miles per gallon record for a prior period). Odometer and/or hub odometer failure shall be promptly reported by Subscriber in writing to Provider. Â 3(f).Â Subscriber herein expressly grants permission to Provider to drive and/or road test any and all vehicles hereunder as Provider deems necessary from time to time. Â 3(g).Â Indemnification. Subscriber shall indemnify and hold Provider harmless from and against (i) any and all claims, causes of action, suits, fines, fees, PENALTIES, losses, damages, LIABILITIES OR EXPENSES (including reasonable attorneysâ€™ fees) ARISING OUT OF death or injury to persons or loss or damage to property arising out of the ownership, use or operation of said vehicles, (ii) any and all claims, causes of action, suits, fines, fees, PENALTIES, losses, damages, LIABILITIES OR EXPENSES (including reasonable attorneysâ€™ fees) arising OUT OF or as a result of any violation by Subscriber of the terms of this Agreement, and (iii) any and all claims, causes of action, suits, fines, fees, PENALTIES, losses, damages, LIABILITIES OR EXPENSES (including reasonable attorneysâ€™ fees) arising out of Subscriberâ€™s negligence, gross negligence or willful misconduct in the care, custody, ownership and operation of the equipment. Â 4.Â TERMS AND CONDITIONS OF SUBSCRIPTION PLAN. Â 4(a).Â Subscriber hereby authorizes Provider to furnish or install on the vehicle new, renewed or refurbished replacement parts which Provider deems necessary for the proper maintenance and operation of the vehicle(s). Provider shall have the right to remove any part deemed necessary or advisable to maintain the good repair and condition of the vehicle. Provider shall have custody, title to and the right to retain and dispose of any part removed for any purpose. Provider shall not be obligated to repair or replace the detachable accessory equipment, such as, but not limited to, flares, fire extinguishers or tarpaulins. Â 4(b).Â Charges may be adjusted or increased semi-annually by up to five percent (5%) on JanuaryÂ 1 and JulyÂ 1 of each calendar year, respectively, and rounded to the nearest whole cent. Each mileage charge shall be rounded to the nearest mill or one-tenth cent. Â 4(c).Â Notwithstanding anything contained herein to the contrary, Providerâ€™s maintenance and service obligations shall not extend to any maintenance, repair, loss or damage arising out of or related to (i) collision or upset involving the Covered Vehicle regardless of cause or fault, (ii) operation of the vehicle in a reckless or abusive manner, (iii) operation of the vehicle in violation of state or federal law, (iv) operation of the vehicle in excess of manufacturerâ€™s rated gross weight, (v) theft or destruction by fire of a Covered Vehicle, or (iv) Subscriberâ€™s negligence, gross negligence or willful misconduct. Subscriber agrees to promptly effectuate repairs arising out of any of the above conditions subject to the terms and provisions of this paragraph. Â 4(d).Â It is expressly understood and agreed that Provider shall not be liable to Subscriber for the loss, damage or disappearance of cargo or any other property belonging to Subscriber or in its custody left in or upon Covered Vehicle at any time or place, including, but not limited to, cargo or property located at any garage operated by Provider. Subscriber shall further indemnify and hold Provider harmless with respect to claims by third persons for such cargo or property. Â 4(e).Â Subscriber acknowledges and agrees that the Covered Vehicles is subject to wear and tear and may spend indeterminate periods of time in the shop; indeterminate periods of time out of service; may not be salvageable; or may not be economic to repair. Under such circumstances, in the sole judgment of Provider, Provider may provide substitute equipment to Subscriber on a short-term basis. Such substitute equipment shall be substantially similar in character and roadworthiness to the Covered Vehicles. Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 4Â Â Â 5.Â PRICING AND INVOICING. Â 5(a).Â Provider shall invoice Subscriber no later than the tenth (10th) day of the month following the month in which Services were provided hereunder in an amount equal to $100,000.00 per month, to be billed as a monthly retainer creditable against charges incurred pursuant to SectionÂ 5(b) below. Retainer payments an all undisputed charges hereunder shall be due and payable no later than the twentieth (20th) day of the month. Notwithstanding the foregoing, on a quarterly basis, the Parties shall review and true-up invoicing for overages and/or shortages in billing based on the rates set forth in SectionÂ 5(b) below debited against all retained amounts, with such adjustments to be reflected on the next-in-time invoice hereunder. Â 5(b).Â For the goods and services provided in this Agreement, Subscriber shall pay, and hereby authorizes Provider the sum of: Â 5(b)(1).Â $115 per hour for labor; and Â 5(b)(2).Â All parts shall be sold to be Subscriber on â€œcost plus ten percent (10%)â€ basis. Â 5(c).Â For purposes of this paragraph, â€œmilesâ€ shall be calculated as miles driven measured in accordance with Section 3(e) hereof. Â 6.Â TERM AND TERMINATION. Â 6(a).Â The term of this Agreement shall become effective with respect to each vehicle on the later of the dates set forth on Schedule A attached hereto for such vehicle, and shall continue with respect to each said Covered Vehicle until as contemplated below. Â 6(b).Â If a Covered Vehicle is destroyed or so damaged that it cannot, in Providerâ€™s opinion, economically be placed in good working order, this Agreement shall terminate with respect to such vehicle, and the resulting loss shall be borne as provided elsewhere in this Agreement. Â 6(c).Â Provider may, at its option and upon prior written notice to Subscriber, terminate this Agreement if: Â 6(c)(1).Â Subscriber fails or refuses to deliver said Covered Vehicles to Provider in accordance with the provision of, and for the purposes set forth in paragraph 2 hereof; Â 6(c)(2).Â Subscriber fails or refuses to pay any charges when due or promptly perform any other obligation imposed upon it hereunder; Â 6(c)(3).Â Provider provides thirty (30) days notice of termination of this Agreement to Subscriber. Â 7.Â MISCELLANEOUS. Â 7(a).Â Force Majeure. With application solely to this Agreement, and except for payment due hereunder, either Party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, disruption or breakdown of supply lines, highways, bridges, or other methods of supply for goods delivered hereunder, or by any other cause, whether similar or not, reasonably beyond the control of such Party. Failure to perform due to events of force majeure shall not extend the term of this Agreement except to the extent necessary to comply with the provisions of this Section. The Party claiming a force majeure situation (the â€œClaiming Partyâ€) shall take commercially reasonable steps to ameliorate the cause of such force majeure event and enable it to resume performance during the term of this Agreement. Notwithstanding anything to the contrary contained in this Section, an event of force majeure shall be deemed not to occur under any or all of the following circumstances: (i) to the extent the event constituting force majeure was intentionally initiated or intentionally acquiesced to by the Claiming Party for purposes of allowing that Party to claim force majeure; or (ii) if the inability was caused by a Partyâ€™s lack of funds. Â 7(b).Â Warranties. Notwithstanding anything contained IN THIS AGREEMENT to the contrary, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RELATION TO THE GOODS AND SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISLCAIMS THE SAME. IN NO EVENT SHALL PROVIDER BE LIABLE TO SUBSCRIBER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO ATTORNEYâ€™S FEES, EXPENSES OR DAMAGES FOR DELAYS, LOSS OF CARGO, DEATH OR INJURY TO PERSONS, OR DAMAGE OR DESTRUCTION TO PROPERTY. Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 5Â Â Â 7(c).Â Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard for its rules or provisions regarding conflicts of laws. Venue for any dispute hereunder shall be in a court of competent jurisdiction situated in Dallas County, Texas. The parties hereby knowingly and irrevocably waive all right to demand a trial by jury in any dispute arising out of or relating to this Agreement. Â The authorized representatives of the Parties hereby execute and enter into this Agreement as of the date first set forth above. Â Â Â Â HORIZON TRUCK & TRAILER, LLC, Â a Texas limited liability company Â Â Â Â By: JORGAN DEVELOPMENT, LLC, Â a Louisiana limited liability company, Â its Manager Â Â Â Â By: Â Â Name: James H. Ballengee Â Title: Manager Â SUBSCRIBER: Â Â Â Â MERIDIAN EQUIPMENT LEASING, LLC, Â a Texas limited liability company Â Â Â Â By: VIVAKOR ADMINISTRATION, LLC, Â a Texas limited liability company, Â its Manager Â Â Â Â By: Â Â Name: Pat Knapp Â Title: EVP, General Counsel & Secretary Â Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 6Â Â Â SCHEDULE A - VEHICLES Â REPAIR & MAINTENANCE SUBSCRIPTION PLAN Dated OctoberÂ 1, 2024, between Horizon Truck & Trailer, LLC (â€œProviderâ€) and Meridian Equipment Leasing, LLC (â€œSubscriberâ€) Â The vehicles covered by this Agreement shall include all commercial tractors & trailers owned, leased, or controlled by Subscriber. Â Â Repair & Maintenance Subscription PlanRev. 09/09/2024Â Â Â Â 7Â EX-10.59 27 vivakor_ex10-59.htm EXHIBIT 10.59 Â Exhibit 10.59 Â Â Schedule No. 004, dated AugustÂ 9, 2024 Â This Schedule hereby fully incorporates by reference that certain Master Agreement No. 1462 dated DecemberÂ 28, 2021 (the â€œMaster Agreementâ€) between Maxus Capital Group, LLC, as Lessor, and White Claw Colorado City, LLC, as Lessee, and Jorgan Development, LLC, as Co-Lessee, jointly and severally as Lessee. Â LESSEE AGREES TO LEASE THE DESCRIBED EQUIPMENT FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS SCHEDULE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE AND THE MASTER AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE. Â Equipment Description: Â Quantity Â Description 1 Â Compressed Air and Gas Equipment: UD145+ (S/N: WFL2349658) 1 Â 660 Gallon Vertical Air Tank (165 PSI) Power Coat Paint 1 Â Compressed Air Equipment: SO T.T GA37+-45+ (S/N: API218055) 1 Â Oil Injected Screw Compressor: GA37+ A 125 MEAF 460 (234.4 CFM @ 125PSI Oil Injected Screw Compressor: FX150N(E11) 460/60-F 1 Â Oil Injected Screw Compressor: GA37+P (S/N: AP1443572) 1 Â Oil Injected Screw Compressor: FX150N (S/N: ITJ775233) 1 Â 660 Gallon Vertical Air Tank (150 PSI) 1 Â 660 Gallon Vertical Air Tank (165 PSI) 1 Â Rectangular Water Tank (20,000 Gallons) 1 Â Cylindrical Water Tank (6,000 Gallons) 1 Â 1976 Trinity 12,000 Gallon Skid Mounted Tank: 250PSA (S/N: 609442) 1 Â Metal Building (60â€™ X 130â€™) with Portal Framing and 6â€™ Overhang 27 Â Safety Bollards 9 Â 3â€ Check Valves - Swing Check 150 7 Â 3â€ Ball Valves - FP CS 150 9 Â 3â€ Ball Valves - Ohio LVR CS 150 5 Â 2â€ Ball Valves - Sharp CS/SS 3 Â 40â€™ L x 3â€ W Pipes 250 Â 3â€ STD BLK PE IMP Pipes 6 Â 4â€ Ball Valves - FP CS 150 17 Â 3â€ Ball Valves - FP CS 150 9 Â 3â€ Check Valves - Swing Check 150 1 Â Scully ST-47-115 ELK/D 1 Â Steel Tank (10â€™ X 16â€™) - Painted White 1 Â (399 Feet) 2â€ XH Black PE IMP Pipe (A53B ERW) 1 Â (21 Feet) 4â€ STD Black PE IMP Pipe (A53B ERW) 1 Â (40 Feet) 2â€ - 3000 FS SKT W 90 ELL Pipe 1 Â (6 Feet) 2â€ - 3000 FS SKT/W 45 ELL Pipe 6 Â 2â€ Flange RF SW STD 150# 12 Â 4â€ PTFE U-Bolts with 1/8â€ FTFE Pad 16 Â 2â€ PTFE U-Bolts with 1/8â€ PTFE Pad 24 Â 1â€ PTFE U-Bolts with 1/8â€ PTFE Pad 1 Â (1,414 Feet) 6 foot Commercial Chain Link Fence; 2â€ x 9 GA KT Fabric, 2 7/8â€ Terminal 1 Â Posts, 1 7/8â€ Line Post, 1 5/8â€ Top Rail & 3 Strands of Barbwire 1 Â 34 Foot Wide Commercial Cantilever Gate, 4â€ Posts and Latch to Install Pad Lock 1 Â Oil / Water Separator (P/N: 15-00-280) 1 Â Oil / Water Separator Tank Adders with Oil Skimmer, Voraxial Feed and Return Line Plumbing, Suction / Drain Line on Oil / Water Separator System, and 8â€ Manifold 1 Â Plumbing Adder for Oil / Water Separator Discharge Line Â The Equipment is further defined and described on the attached Exhibit A - Equipment Description (the â€œEquipmentâ€) Â Â Schedule Page 2 of 4Maxus Lease No. 1462-004 Â 1. Base Monthly Rental: Â $32,161.00. The Base Monthly Rental shall be adjusted prior to the Base Term Commencement Date in accordance with changes in the 3-Year Interest Rates, as reported in the Federal Reserve Statistical Release H.15 under the heading â€œTreasury constant maturities, Nominal,â€ as of the business day preceding the date on which all of the Equipment is accepted for purposes of the Lease as evidenced by the Installation Certificate. If, for the business day preceding the date on which the Equipment is accepted, the interest rate on the aforementioned 3-Year Interest Rates is greater than 4.49% (the â€œBenchmark Rateâ€), the Base Monthly Rental will be adjusted as follows: for each one one- hundredth of one percent (.01%) variance, all rent amounts due pursuant to this paragraph will be increased (in accordance with the variance from the 3-Year Interest Rate) by $6.00 (the â€œRental Adjustment Factorâ€). Â Â Â Â 2. Equipment Location: Â 18511 Beaumont Highway, Houston, TX 77049 as further described in Exhibit A Â Â Â Â 3. Equipment Return Location: Â To be determined by Lessor Â Â Â Â 4. Expected Delivery Date: Â Unless and until Lessee has executed an Installation Certificate, Lessor may establish the actual delivery date by reference to the shipping records of the Supplier or the shipper or by other reliable means. Â Â Â Â 5. Base Term: Â 48 months Â Â Â Â 6. Lessee Address for Notices: (if different from Master Agreement) Â N/A Â Â Â Â 7. Value of Calculation for Stipulated Loss Value: Â $1,200,000.00 Â Â Â Â 8. Special Terms: Â i.) Security Deposit to be held by Lessor in any of its accounts without the payment of interest, and to be applied by Lessor as set forth in SectionÂ 19 of the Master Agreement: $32,161.00 Â Â Â Â Â Â Â Â ii.)Â Prior to Acceptance:Â Prior to the receipt by Lessor of an executed Installation Certificate, including during a period of progress payments, Lessor may, in its sole discretion, cease funding the purchase of Equipment if Lessor determines in its commercially reasonable discretion that a material adverse change has occurred in Lesseeâ€™s financial condition or business, after which determination Lessee will immediately repay all amounts advanced by Lessor plus interest and charges due. Â Â Â Â Â Â Â iii.)Â Lessor irrevocably consents, agrees to, and approves the execution and entering into by Lessee of that certain Equipment Sublease Agreement of even date herewith by and between Lessee, as Sublessor, and VivaVentures Remediation Corporation, as Sublessee (the â€œSubleaseâ€) pursuant to Master Agreement SectionÂ 9(c). Furthermore, Lessor permits VivaVentures Remediation Corporation to obtain at their expense the insurance conforming with the Master Agreement pursuant to SectionÂ 15 thereof. Â Â Â Â Â Â Â iv.)Â Lessee shall have the right to exercise an early buyout option with respect to the Equipment in accordance with the terms of this section. To exercise such right: (a) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both, would constitute an Event of Default, shall have occurred under this Lease; and (b) Lessee shall have given Lessor prior written notice of its election to exercise such option, which notice shall designate the respective early purchase option to be exercised and shall be given no more than 180 days, nor less than 120 days prior to the applicable EBO Date, as such term is hereafter defined. Upon such exercise, Lessee shall purchase all but not less than all of the Equipment covered by this Lease, effective as of the Base Monthly Rent due date which falls exactly on the third anniversary of the Base Term Commencement Date (the â€œEBO Dateâ€), by paying Lessor, in immediately available funds, the sum of the amount listed below, plus all Base Monthly Rent, including the Base Monthly Rent amount due on such EBO Date, and all other amounts then due and payable under this Lease as of such EBO Date. Upon receipt of such sum, together with any applicable taxes then or thereafter due, Lessor shall execute and deliver to Lessee a bill of sale for the Equipment, without representation or warranty except that the Equipment shall be free and clear of any liens, claims or encumbrances created by or through Lessor: Â Â Â Â Â Â Â Early Buyout Option Amount for 36 months: $374,701.62 Â Â Schedule Page 3 of 4Maxus Lease No. 1462-004 Â Â Â Â v.)Â End of Base Term Options: Provided that no Event of Default or event or condition which, with the giving of notice or the lapse of time or both, would constitute an Event of Default has occurred, at the end of the Base Term of the Lease,

Lessee may elect one of the following options: (1) purchase all, but not less than all, of the Equipment for its then fair market value; or (2) renew the Lease for a mutually agreeable term and rental payment at the Equipmentâ€™s then fair market value; or (3) return the Equipment to a location within the continental United States to be designated by Lessor, together with a payment to Lessor of a refitting / restocking fee equal to fifteen percent (15%) of the Value of Calculation for Stipulated Loss Value. For purposes of this paragraph, and in lieu of any other definition thereof, â€œfair market valueâ€ means the value determined by Lessor in its reasonable discretion in accordance with its usual procedures, subject to an appraisal if reasonably requested by Lessee at the expense of Lessee with an appraiser selected by Lessor. If Lessee elects to exercise its purchase option, upon receipt of such purchase price, together with any applicable taxes then or thereafter due, Lessor shall execute and deliver to Lessee a bill of sale for the Equipment, without representation or warranty except that the Equipment is free and clear of any liens, claims or encumbrances created by or through Lessor. Lessee covenants that it will not enter into negotiations for future lease or financing transactions with Lessorâ€™s Assignee without prior written consent of Lessor. Â Â Â Â Â Â Â vi.) Financial Covenants: Â Â Â Â Â Â Â (a)Â Fixed Charge Coverage Ratio: Lessee shall maintain a Fixed Charge Coverage Ratio of not less than 2.50 to 1.00, calculated and tested as of the last day of each fiscal quarter during the Base Term on a trailing twelve-month basis beginning with the fiscal year ending DecemberÂ 31, 2024. As used herein, â€œFixed Charge Coverage Ratioâ€ shall be defined as (1) the EBITDA of Lessee, being the sum of net income plus (+) interest expense, plus (+) federal, state and local income taxes, plus (+) depreciation and amortization, such sum to be divided by (2) the aggregate payment obligations of Lessee, being the principal payments on all long-term debt, plus (+) interest expense, plus (+) federal, state and local income taxes. Â Â Â Â Â Â Â (b)Â Leverage Ratio: Lessee shall maintain a Debt to Tangible Net Worth Ratio of not more than 3.00 to 1.00, calculated and tested as of the last day of each fiscal quarter during the Base Term beginning with the fiscal year ending DecemberÂ 31, 2024. Â Â Â Â Â Â Â â€œLeverage Ratioâ€ shall be defined as follows: (1) Total Liabilities minus (-) Subordinated Debt, as defined below, divided by (2) Tangible Net Worth (total assets minus (-) intangible assets, which include patents and copyrights, minus (-) Total Liabilities plus (+) Subordinated Debt. Â Â Â Â Â Â Â â€œSubordinated Debtâ€ shall mean the present balance of liabilities owed by Lessee to its equity members, officers, and affiliated companies, as identified in a debt schedule provided by Lessee of the same date as the applicable fiscal quarter financial statements for which this Leverage Ratio is being calculated. Â Â Â Â Â Â Â (c)Â Cash Flow Distribution: After the Base Term Commencement Date and continuously thereafter while any Rent payments are due and owing Lessor, any equitable distribution of cash by Lessee to its members is subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed. Â Â Â Â Â Â Â vii.)Â Lessee will maintain with Lessor a Cash Reserve in an amount equal to a maximum of six Base Monthly Rental payments totaling $192,966.00 (the â€œMaximum Reserve). The first $50,000.00 will be funded as part of the Value of Calculation for Stipulated Loss Value. Commencing on the twenty-fourth (24th) day of the month immediately following the Base Term Commencement Date, or in the case of such day being a Saturday, Sunday, or New York banking holiday, then on the first succeeding regular banking day, and thereafter each month during the Base Term, Lessee shall pay Lessor by wire transfer to an account designated by Lessor, which account may change from time to time, a cash reserve payment equal to $11,913.83 (the â€œReserve Paymentâ€), monthly in arrears, during the first twelve (12) months of the Base Term until Lessor has received an additional amount equal to $142,966.00. For the purpose of securing all of Lesseeâ€™s obligations under the Master Agreement and all Schedules, Lessee grants to Lessor a security interest in the Cash Reserve described herein. Any and all such Cash Reserve may be commingled by Lessor with other funds without any interest payable to Lessee. Upon an Event of Default by Lessee hereunder, Lessor may, but shall not be obligated to, apply any such Cash Reserve to any obligation of Lessee under any Lease, in which event Lessee shall promptly restore the amount thereof on demand. Upon compliance by Lessee with all terms of each Schedule, and within thirty (30) days after the End of Term, Lessor shall return to Lessee the balance of any Cash Reserve. Lessee agrees that, in the event of Lesseeâ€™s bankruptcy, Lessor shall be entitled to set off and retain any amount of the Cash Reserve against any and all amounts due to Lessor from Lessee, whether such amounts are classified as â€œpre-petitionâ€ or â€œpost-petitionâ€ liabilities and whether or not the same are entitled to priority. Â Â Â Â Â Â Â viii.)Â If Lessor takes possession of the Equipment, whether in exercising a remedy under this Lease or as a result of Lesseeâ€™s election to return the Equipment to Lessor at End of Term, then Lessee hereby grants Lessor a non-exclusive right of restricted use and license, at no cost to Lessor, of Lesseeâ€™s intellectual property and other proprietary technology related to the Equipment, including, but not limited to, Lesseeâ€™s rights in the proprietary and confidential information of the Equipmentâ€™s manufacturer and vendor and the Assignment of Lease Agreements detailed in section â€œXIâ€ of the attached Exhibit A - Equipment Description, solely (a) to allow Lessor to demonstrate the Equipment to prospective purchasers or lessees, and (b) to grant a one-time sub- license of said intellectual property to any actual purchaser or lessee of the Equipment on a â€œno-feeâ€ basis. Â Â Schedule Page 4 of 4Maxus Lease No. 1462-004 Â THIS SCHEDULE (INCORPORATING THE MASTER AGREEMENT) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND LESSEE AS TO THE LEASE AND THE EQUIPMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS SCHEDULE AND THOSE OF THE MASTER AGREEMENT, THE TERMS AND PROVISIONS OF THIS SCHEDULE SHALL CONTROL AND PREVAIL. Â Lessee:Â White Claw Colorado City, LLC Â Lessor:Â Maxus Capital Group, LLC Â Â Â Â Â Â By: Â Â By: Â Print Name:Â James H. Ballengee Â Â Anthony N. Granata Title: President & CEO Â Â Vice President Â Notwithstanding anything contained in this Schedule, or any other writing to the contrary, Co-Lessee does hereby consent, agree, execute and enter into this Schedule solely, exclusively, and INSOFAR AND ONLY INSOFAR, for the purposes set forth in the Master Agreement: Â Co-Lessee:Â Jorgan Development, LLC Â Â Â Â Â By: Â Â Print Name:Â James H. Ballengee Â Title: Manager Â Â Â Â This is Counterpart No. ___ of 2 serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1. Â Â EX-31.1 28 vivakor_ex31-1.htm EXHIBIT 31.1 Â Exhibit 31.1 Â CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO RULES 13a-14(a) AND 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934 Â I, James Ballengee, Chief Executive Officer of Vivakor, Inc. (the â€œCompanyâ€), certify that: Â (1) I have reviewed this Quarterly Report on Form 10-Q for the fiscal period ended September 30, 2024; Â (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; Â (3) Based on my knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods represented in this report; Â (4) The Companyâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act RulesÂ 13a-15(f) and 15d-15(f)) for the Company and have: Â (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which the report is being prepared; Â (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; Â (c) evaluated the effectiveness of the Companyâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and Â (d) disclosed in this report any change in the Companyâ€™s internal control over financial reporting that occurred during the Companyâ€™s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Companyâ€™s internal control over financial reporting; and Â (5) The Companyâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Companyâ€™s auditors and to the audit committee of the board of directors (or persons fulfilling the equivalent function): Â (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Companyâ€™s ability to record, process, summarize and report financial information; and Â (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Companyâ€™s internal control over financial reporting. Â NovemberÂ 19, 2024 /s/ James Ballengee Â James Ballengee Â Chief Executive Officer Â (Principal Executive Officer) Â Â EX-31.2 29 vivakor_ex31-2.htm EXHIBIT 31.2 Â Exhibit 31.2 Â CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO RULES 13a-14(a) AND 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934 Â I, Tyler Nelson, Chief Financial Officer of Vivakor, Inc. (the â€œCompanyâ€), certify that: Â (1) I have reviewed this Quarterly Report on Form 10-Q for the fiscal period ended September 30, 2024; Â (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; Â (3) Based on my knowledge, the financial statements, and other financial information included in the report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods represented in this report; Â (4) The Companyâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act RulesÂ 13a-15(f) and 15d-15(f)) for the Company and have: Â (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which the report is being prepared; Â (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; Â (c) evaluated the effectiveness of the Companyâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and Â (d) disclosed in this report any change in the Companyâ€™s internal control over financial reporting that occurred during the Companyâ€™s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Companyâ€™s internal control over financial reporting; and Â (5) The Companyâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Companyâ€™s auditors and to the audit committee of the board of directors (or persons fulfilling the equivalent function): Â (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Companyâ€™s ability to record, process, summarize and report financial information; and Â (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Companyâ€™s internal control over financial reporting. Â NovemberÂ 19, 2024 /s/ Tyler Nelson Â Tyler Nelson Â Chief Financial Officer Â (Principal Financial Officer and Principal Accounting Officer) Â Â EX-32.1 30 vivakor_ex32-1.htm EXHIBIT 32.1 Â Exhibit 32.1 Â CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 Â In connection with the Quarterly Report on Form 10-Q of Vivakor, Inc. (the â€œCompanyâ€) for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), the undersigned, James Ballengee, Chief Executive Officer of the Company hereby certifies, pursuant to 18 U.S.C. SectionÂ 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002, that: Â (1) The Report fully complies with the requirements of SectionÂ 13(a) or 15(d) of the Securities Exchange Act of 1934; and Â (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. Â /s/ James Ballengee Â James Ballengee Â Chief Executive Officer Â (Principal Executive Officer) Â Â Â NovemberÂ 19, 2024 Â Â Â EX-32.2 31 vivakor_ex32-2.htm EXHIBIT 32.2 Â Exhibit 32.2 Â CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 Â In connection with the Quarterly Report on Form 10-Q of Vivakor, Inc. (the â€œCompanyâ€) for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), the undersigned, Tyler Nelson, Chief Financial Officer of the Company hereby certifies, pursuant to 18 U.S.C. SectionÂ 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002, that: Â (1) The Report fully complies with the requirements of SectionÂ 13(a) or 15(d) of the Securities Exchange Act of 1934; and Â (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. Â /s/ Tyler Nelson Â Tyler Nelson Â Chief Financial Officer Â (Principal Financial Officer and Principal Accounting Officer) Â Â Â NovemberÂ 19, 2024 Â Â Â GRAPHIC 32 ex10-39_001.jpg GRAPHIC begin 644 ex10-39_001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!#
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(VF^%=C(X-(O$&L M:EHM]X730=3M46;[.R8,B;B,XVCIE?KGBF^!-6L8OB'XQ\/6EW;>3'.MQ;VE MO%M5/E F;/<[V (]0>@XJIHT[3_M'>(& &WF-L#U')-1?#R.;6/

MB5KWB:6'2\/;+"DVG3$@@OG$B'D2809W8QQQUH]9K&ABTY?%MS,FJ,^HM:H MCV!N00B!B0XCZ@G."?85;,MV==6%9(?L8MBSH8G\S>6 4A_N[*=)M(_! M=SHK-
I=EKVM()6A@80)>SQA&D5<]F"[>>SRO]&O(+[PMH#QK M>6UC>>9=GRG9G+8)-3:?X+EUO4-2\16VNS6EO?RB?36L@NUH712 MWFAERX8Y^0\#DCDU+XZ;X0?P[8"U>WU-)_+19R
OE!$C8AMOS?, M0.&-:]HUYXFGBF@_M?P\NDWSPF!XU5+V, =B""A[$=.<>M &5%?^$]"\.Z?/ MI-G-K?\ 9-Z-/@:V0RS6\A)!!;J% 8CTY K636[?2]8U;1T\-7EMIUG;/>/> MP0
03$@,X7&,NTVPY1,FXE9BN ,A> MI)->M7VBZ=?7EM?SV5O)?68;[+/(@+0EAC(].U0D1 M$)L!X^8?=(]1S0!A>#]9O?&6A:G!>WS)(Z"VM=>2U6VD9G&7A523AT;*\'!Z M]>:J:%8:WXI.XC([UT?
C.UT[Q7X;L/$-YHGB*^M M[:3,6C1@QFX)8 /)'UQQD=\'IS0!Z!IVIV.L6*7VG745U:R$A)HFW*V"0<'Z M@U:KC_ T_BB:.;^W-%T_1=/5$6QL;=]TD8'7=CC&,8Z'VJAXD^($GAKXCZ;I M%U'_ ,2:XM
]S/Y1_P!'=I"B.6Z!2<*?3(H [^BN7T_Q+=W7Q%UOP])#&+2Q MM()XY54[LOU#'./IQV-:.F^*= UB:ZBT[6+*Z>UR9Q%,#L ZD^WOTH UZ*Y_ M0?&V@>)(+^;3M0B:.QF:*9G=5 Q_&.?N'LW0X-
:5KK.EWUF]Y::C:3VJ'#S1 M3*R*?<@X% &-:^#DM=4\3Z@FHW!FU]45_E7]QM0H-OKP>_I5*+X7>&(_!H\. MG3K9U$!C^V- AF\PK@RAL<-GG\ *ZN#4;&Z<);WEO*YR0L274-
5NUN[R_F3'F2>8K,0@Z#"G]>].O_ (L1V&NZ MG8?\(QK5U;Z;*8[F[M(A(B87=DCMQZFNZTO4[36=*M=2L9/-M;J)98GQC*D? MH?:@#A?^%71Q_$;4/%,=Q&\5S:R".U8%?+N'0(SY'&"N[/?
YO:H;+X=ZI:>" M?">B^?9M<:3J<=[<29;;M#LQ5#C)/S8YQTKMM5\0V.C7VF6=XT@FU*?[/;A4 MR"^,\^@IOB7Q+IOA/2#J>JO(EJ)%C+1QER"QP.!VH YJ#P%/CBBA"DEXE52.01C(."#STJQ\-
?">H^$-"O+35;I+FZGO'G,J.6W# 4$DC. M2%R?K6]IOB*RU;5]3TRV6X_361)R\15,L,C:W?C^E:U '"^*-.\8Q:_+?:" MECJ=A=VJV\VG:C*PCC96)WA>AR#@US:?"O5I/"VC^&;B[AAT^2_FOM5^Q-M\
MLD9CCBW Y /KZ>U>O=JYNS\?^$]0UA=)M->LIKUSA(E?[Q] >A/'3.: .4T; MX?ZAX-^(.F7VCW&H:CIES;RV^HRWUTKM$!\T>. 2-WIGJ:I>$]0\:^$K2/1Y M? T]VLU_-(][']=HJG?
*27VX.T8(].!VKURB@#QG6-&U#PAK?B2)O"MSXC\,^ M()%N&@M9"7BD'+!AUY8\'V'IBJ=CX4\03_";0?"2:?=:?+J>I.]XQ3<+>W#, M_P"\^N%P#C.,5[E1B@#R?2?"GB3PC\1M)OYM1GUVVU"%
[*ZG^SB/[.BC='G; MD8R, _AZ5D>%O%VJ:3I?B#1K?PMK%UK-SJ=U+'Y5N?(0R-@%G;H 03DC&*]O MH) &2<#WH \=NO">J^#/"W@JZMK-KZ70[M[C48K=2S;90?,91G)VY(X^O2M% MM5MOB-
X]\/2Z/:WVCMR]_M M\M)-^Q%! 4D_-G.XX)[U'HTIE^*_Q&F1&7;8QH W!)5,9^G%9_P*$UO>ZC S MH8Y[2*XVJX8@[F7GN#[$_P Z
/:ZX/2E4_&SQ"Y!!72K5>!P;@RGY21CIGIUXZ5RECHJ#XB>*-6EE2YBFL;>V^SI*'=>&+*R M=5R-N/7)H I3:7K>IZQ"-;\$>'[RVCG AOH;K;)#$'R& *9R.#@,.].\?^'_ M !5K%[9S:5/:3Z?"?
GL"$BE8D$%EF97QP<8 '!/6LKPM9:?IWBFSDT_P)XFT MU &A66>?=!&K=69#(V/3CH*ZGQ%?:19WPU:\UUK==&PUS:0/N),G"!T'.3V' M>@#$O-#T?P_\/;/PVK:QIJ:O<16Z^3*9IX97(."P. HVX)'&#
[UN:SXMM?"- MQ9:;=Z=J]Q$\'[JZAA\\-L !#$'.['.2.?6K6I:DLJZ-=6>M65O:7-R@S(P/ MVH,.$0^IK8O;*VU&RFL[R!)[:="DL3C*LIZ@T / M[&RMKNS\.7.[*YD\LZ/XAA8
ML%'G:3,H.>ISC&!WK+NO$MKXZ\':A<^$O$!TV6UVM+?2VK#R5'S,/F [YQG M'XUS/ACP5>>)_$5[/XRUV]O;[0KM$CMXIML89D61CPH.TEN,8X7'(%>I7%C! M8^'[FTT[3[01);NL5IM6.%CM.%
(Q@*>A^M 'GOC2_L[W1O#FN0W\+V#R&"_\ M0V5J'G@C"MDQG:QC!<$$C[N15_P_HFK6-[XET2&_UE=!>UC;3[V:7S)5D=3O M,3GG@X./7I6[X4AN=,\#1I-HUAH=PB2,+..4/"A))!+
]#P3SWZTSP(WBM/# M\\GC-X_MHN'*;50%8>,;MA(]?PQG- 'GO@,:&GC"RO[/0?&&H7\Q:%]:U96\ MM,*06Z]\;>>G KI]:\)GQ+\2=3M]3LI6T6Z\/K;_ &A5P!*)]P ;^\,9&:QM M#UB*Z\5:?
&GQ=%_&UR62P%HBF;+<1E_3&!^>,=O7J /!M/\ "GC(VWC>QN8; M@WJ:9!96MRN0MXL9) 5B!DE,+^/-:F@V]AK_ (P\+2:'X?ETN33;5O[8E-FT M"8,03R#N ,AW#'.>!GGFO9J* /G.UFMM-
\%>*K230[4WYUS.H)+:R(+6T:0% M'94 +H&4X0,1@]QUJ64\4^C_ !*^P7*W=@UE#LEMK/[-!(X(&5B']/4]:^E ML#GCKUH"J!@*,>F* /(?%6DV?@'1_#/BO2M.-LNEMMO(;<;2Z2I@[L_[>W.?
M6NJ^&.B3Z9X4&H:AO.JZQ*=0O"_4,_*K^"X_6MSQ)X:L_%-A#8:A+<"T2X2> M2&)]JSA3D(_'*YP<#'0*Z1H6M>*?$?CN/2O$LVD6$FIM!<1K9J[M2_*%;#$@KP"./4&M:U^R>#?
BAINCOJ'V31[;PR8[?[3-L1Y!-ECR<%L#)]O: MO48X8H=_E1HF]B[[5 W-ZGU/'6J&K>']'UY85U;3;6]$#;XA/&&V'VS0!\^V MTMSKFF_#V3Q)J]]&EQJE\&O!<$2%(M M;UK
M_3$U^TBLY)Y6DR77:UR M>K2?=VGGCZ<=SUDGAW1Y;74;9].MVAU)R]XA7B9B "6]^!]*P9_AEX<_X1.] M\.:=;'3K.]=&N'A.Z20*X;!9\GMCVSQ0!U%^]NFF74EU*([40NTLF?NIM.3^ M
YKQ2TL4\+Z5I-KJ^D:5K7@^2[B-EK%F?+N$W-F-G5?F8YZX_P#K5[=%:P06 M:6D<2BW2,1+&1D;0, ?3%;;V\MP[PP/G(9$)P"# MT]* .5TNXUC2_BAXXO;[Q"LMKIUE'*8[B()&59&-#QD UJ1_##
M2D\/7VAF^OVL9[G[5:KY@W6+ABP,1QG.XDY.:T?"_@R#PW=WNH2ZA>:GJM\% M%Q>7;#)YO%,_A_PA::7+<65HMS=R:@[?-G:BJISDX MSD\3G.1@5Z9X MA\#R:GK1UO1M:N-
%U26$6US/#&L@FB!SC!Z,,###]::OP]LH=,\.V%M=RQIH MU\M\790S7#C=NW>A8L3Q^5 &MJ/AJTUSPQ%HNH+)# $B#):SLNTI@@!^I ([M]<5Y+X2MM.\,:=XB\8ZG?ZI,FBZM<6EK
;QR&"D(JL"<$DL.3^->ZUY^GPOM MO^$*USPW+K1:E27L<@7_4DL&08.=V"HSD\\]* $\-?$S^W=6NM*EL+5;\ M6S75I'9A'Z\Q/KQS5CPS\2K7Q-J%%MIUOIETE_MF:_@Z_8-C%0)" M0,LQ]?
8UG>'?AQJ6BZG-K/GZ);ZE'8-:6D>GV'DP;CSYDHZL<@=,?TI-% M^&-_X;U);S2];??J%K)%K)F))EF96(GCQT8.W3CCOGJ :FF_$>&]\26NDW6C MW6GI>F1+2:XECW.R#)5XPQ:,D=-
W)/&*CT#XGVGB#5X[2'1M1CLYYI(+>^*J M\;NA.0P4DIG'&:Y_PG\+M7T7Q!H5]=IH4<>EB=9)K1',]XSH5620L.H)Z9XY M]>+&D_#[Q!#XUL=5O'TFV%G(SSZAIJM#+J*D$!)8@-@[9Z^U
"^&Y[A_&?Q, MEDDWQIL7'._B-L 'T &/RK+^ MM'<0ZKJ\4L2,L5MMD;<"XRS%6QG'S*,9[MN(K;Q#\4[B82&&-P7$;;7($;DX(Y!]ZB_9^\R'PKJMM,S!TOMXCW A M59%Q@]>QZ^GUH]+: 1:]%
<06;G[1$RW%PC*%^7&P.#\S'EL8Z9.>HK)T2>4 M^-O$D']E6UO$/(=KN.YWR7#%,#AKF_#EO:O\1/&-XLLOVM'MK>2(! @A5E;_:;+,,GH !0!S&IZW> M&_%V[7/B!J6H7'VG,>BZ=:J-
JGE4=5!)&/H3D5IZYX-@BUY_$,WB-=/T^XN5 MO9TNU57CG6%HXV21CQMW9VL",BN@\36>NEUD\/RZ/IYE5A>ZE=QEI8E X*#@ M-C_:.!BL?3I['Q-H BTFXM?$6J:&Z>3J&IQGR))B,E@RCG
R,C.#CZT 4O#= M[I>K^$KN#P[ING:C=>')V72XF)PQVYCD)8+@OECQQGOWKOM+OQ?V2,[P&ZC M2ZBAD#B&7 +(<$X()K@++7O$7]N7\]TMFY\/VLAU2'32/+O9&^:-5+\J8T7)
MW'J<=ZT]'2WO].M-<^'XTV*VU._6YU0SAMTJ]' QG:X].F?KR H 48&>AZ5TUMXWT!K;4YI)VL;32[C[+/+=Q&&, M/TPI/7MT]1ZUK7.M:7:?8OM&H6T0OG"6I:0#SF(R OKD?S'K0!PGA/6@?B#=
M6&J1/I^MMI\44\$S[Q=&(_+-&PX((9L@_-C;QP:V_'%Y%=65OH+:/?:K;:G< M"TO#8O@VBG!W.1R.H.#@$9R?6KJ/B>TUF?5(_#>DV^L>(] G5!#=*(O+9B58 MH[>P8<$9J:WL-*\#1ZSXEG74#
<3175X2=USM5CY8)*KL&. /2N>U*_P!&\?6EO;M<6,7BZ:]:%K>2 MU>-KRWCE9EBEPI,>Y IR>F,5W6KB*&QG\/\ @W3?#=VUD2^H:'.H7<&&1M ^ M4'/J,=.E
%3PBGBFYU.TFNX_">J:4CL8]2L1B2-"N?D &!DG]37HEU<1VEI- M.F.G2N MTDC26-HY%#(X*LIZ$'J* /*M#TKQ)XWT<^,8/%M_IMW>!WT^RA(^S0*K,JK(
MI!#YQR<=ZZ>]\8SZ#%9Z;=Z;>:QKB6B3WR:7$&6,="^6*\$AL V,5I?)>R>2-T8&) 1Z\Y% %F\^*_AVVT_1KR"+4+Y=860V<=I;[W9D(#(M5R,-DX_"JI^,GAU8$F>RUA8TF"_DOY(F*CS)QD;%/)
/';@9K#U'P1XE7P5X^L8[!VN=5U87%HD'-1>PNFO)[A(DG=;6V:0+&W1R1QC'-2Z7\3/ M"VL:Y!I5C?O)+<_9Y6A=8IB.JHY !(_I61!X5U.V\2^([]][16BFT&&RMY%8
M$R2*A#*!UQD#KC/%9UAX:UJ#PE\.+*;3"9M/OXYKS;A6MU"OU'/]X9]Q[\ ' MJU>::]XH\9'XAWFA>'O[%2UM+*.>1M1W*N7.,[E.?PQZ^U=GHFK7^ISZFE[H MT^G):W300/*X/VE!_P M ,<
_P"3UKR?QOH]A/\ %._O?$$[$'A#6]TY[[&.W> MQBH)8_*8SQXSAE7_/?R>"N1[+R#$"N1M_XIT"VAFEGUFQACAG:VD:295$%RJ,LG/\0':O*=H/I6-=ZC9V6B^!
[+6="GM(M.U>2+4HIH3(9) M54%I .2X;?N)YZ''N >O:QXO1?"?]N>'6T_5(S*B RWJP1X+ 'YVX!]CZ_@= M=M>TA+U;&75+%+TNL?V8W"^9O(R%VYSDCFO _%$*W?@CQGK-A87-MI&I:G:&
MRADB*B0KP\BIV#'V[5V6A:6;CQY\0=6CT^&?5K,1)ITL\8;RW\@[=N3QGY>@ MZ4 >G+K&F/JC:8FHVC:@J[FM1,IE]2NG6O MF7P=;W4^L^$Q;:GISZS'J8:X@CL72]C4[FE,TA W#;E3G/4
=#5^2[T^U\=- MJ27%MJ,\FOA?)DWPZK$^_;M4@E6BQ@<]5XX['T=//%:V\MQ/(L<,2%Y'9N 5$C4-D^PQG\J .BT3XE^&=?U4:?8 MW+M-CTV\TRV\/:$S+I=AYZ+)>7(4@.$)W! "<$C)/-
=;HEQXC\2+J&G> M,?"EK9:?(@" 72S"7GE6 _ YXH VM%\4:)XBM+F[TG48KFWMI#'-*N0JL!D\ MG'&#G/2H=*\:>&MZC"$,P MVC"(002">3UQ@T >X75W;V-K+=7<\
<%O$NZ265@JJ/4D]*JZ1KNE:_:_:=)U M&VO81P6@D#;3Z''0^QKD[B]MO&6A7]MXO\.ZAHNF6ICN)'O)E5) IS@E3TX& M0?7UKE3:W5CX:\;^,=&TI=(M;K3UATZ"./R9#%%&"&G91]TG)([X S[@'K-
GK M&F:C/-!9:C:7,T)Q+'#,KLA]P#QUIR:II\E\UBE];-=KRT"RJ9!]5SGM7E?_ M CVD:#XT^'/]@VL5K<7%O.LS0H!Y\0A!+.1]XY/4GOGFJ]SX-T5?&.CZ)X6 M@D?4K&]%_J^L.Q>2)02VQY!P7?7/W?3!-
'K4FKZ9#*T4NHVB2*<,C3J"#Z$9 MJ[7DGQ0\+>'[^]LM*LM%M_\ A(M?N0/MB)EH(U*F25A_N\?CZUZO;P);6T5O M'G9$@14^&9[M+;XGW&Z**YCO9RDA 5AA"5+.#G &,#/'/K69\![MH7^I>
(KE&:,$0AH.6&X[B6W'WSQ[TFDS);^%_BS(XD*_;KD$$1C)Y4C\N>?:M M;X!6-O%X0O[^N>&(H;J*;B,;E10!C\2U 'K&*R=+T6*PU=FYH)U+?N6*3)H(4UJ/ O* ?J.FV6K
M6,EEJ%M%&5=RM@@C([\@5P^M+?:-IJ% J,6B>$*D*D.;,L MK =L]$$7J,YKT.H>W2>($P0RR1GS)J(Q;^)+T1+0>WJS_N.$L#W6JX4)(C:'*
\5W&J:"!I45Q. T5C-&R0I%N4 M"\MFPP9\8RO3*BAD]!9@=30V;@.+T]@(2;2;RJ(Y&'4SP@9\Q&25\&Q7\%7=F.F.&QB;5F%9BH#5*3UR6]S'4\EIZ"G<5-9C1B"K98+**
M^UQ'@$]S!:VRB*/=A68$CDD$@+D_*>*S]N5X*2]M,]+IS-;?-9X;V%/!&L@[%]7!`U=_PEM!=W=8B/%X_P^VYSZ_O6+8:[5\8AYGT$U-I7?*Z[QE3A1\$*#K])X#Y^9T
Y@)SMA120V5'(/M7I.K:MHT-A$FHW,1M-1F%@G5ED M=\KLR.F<$5R4_B233="U+3_#5D8)O"]Q&EQ8S_,TMFHR6C)/=,D$GM[T 7FD ML_!]Q.U[=26DWB*Z+K((@\%E<&-5.7XX+
8)QN/IS7,0:#J&N>)!IOB2QFT_MQ):1&>S\3Z0-BW$$8(4[^,;CD94^IQCOM6.DM=ZDPM;==8\%^)(C=2I>XGAM4V))AR/H!0!ZY17GVVD^;1M8T:Q3Q
M);V7VZRMH)CY4\9)7!8DX(88Z\Y_&LSP?XXJ\1CX9OK^J9)J-S=.MFL4H'F M*SD13?.<8C13D9/8"@#U2BE:IJF1"%5)RQ*Y,D;!+Y4ZU7&+Q`Y[=]*/=I&)(OP)>M8'@D>7W@@
3M5ZS\=WGVSPW;;QX>GTN36Y)XU$LP;R2@#@%M@P[C;2@*\,B@^ MKZ5JEW$)FZ%L;6F`]B9KB]3;\ZEL64.L/Y>LTM=_;21E:'*;N<;D0:Z$&*:9H+6%'%F!RK.G[B_L3/7;0P
6/CY/$M[?R"W2:[TV^4&)H2>=N.00#G/7'Y5[3;7$=W:0W,1S' M,BR*?4$9% "K;PI,\R0QK+)@/(% 9L=,GO3/L-I.@_$8@,LZ%CL^\E]&6*G"Z5$F\(8[8:A?O6&]A\8CUB%%OZE2HM
&P)G(^4$[NE:/C"\\4I&TM M;=)O,>[U*\7=%;*H! P#U//7CB@#ZJ)I>GQ1W<<I7DTKVPE,^%6<ASD40[@@*E-66<RK,;J*W`$Z<ASM(^Q1_*?IE8#NY3*;#IFBZO!KZ9G=6:>2\E
=%9>!?"NFWUO>V.@6%O=6_^JEBA M"LO7G([\GFN@Q7G_ (4\8^)]4UJV@UC0[."ROD:2![2X\U[7"[@L_8%@>.G/ M&*HCXGZL(H]=D\PIX3:\-JUV+H-.O[PQB0QXZ;L<=: .\M/#^D6-M>6UMIU
MO'#>R/+>&?"U\U[I6G^7=$,HEDE9RBDBDY*KDX[<=A M7/ZO\2]:M_%^I:#HO@RZU;!/]_JO/:M7/7(VJ*%"C0R=:HKO/R%Q-"0AS:M8M1VIQ(Z&+VBH&GJK*_V:@!K(?WV@-
5CD>V,BR;8Y"AW+ MR.16?HW@72-$CO8HGOKJ*]B\F>.]NGF5YDYR,-TSDU4A\]/>^$X];TWP_J%]* M)VM[BQ@@*&6!ESNSD\XQVVY.13-)^).GZCHNMZE'_AWI'AS4C?6UUJ5Q(D-F<
<96('H#@>O2LG1OA M%8:)J,%Y:^(O$'[JY-RT1N@$E?RS74T 8B^%[$>,9/$\DD\M^;86N_P"[A3.3M&.I/7.: MVZ** /![3=-_BC?J1Y=QJ-QMVG/0C//0]:W?V?-3-7P\B!8J!@Y9>
MC@$'WY#?E7/6%SY/P/\ '+NI8R:M<6AT/&N?MQ/S%ZH? 2_!_O'RQO?$ "^IVAP8_6U#_JO*.XYW&&N)!9<?N7'Y;7:G)V$Z5-$#^.+88IOFT,!5L+B2LA;FQ%8D%<O8\3[(2<L\,BE2:(TFB&
XF,]W83V]RDDL3SB&&98=SA9'9F''.[&-I9SQZ#FFQ>%;Z'Q/X+OMBM'I6 MFS6MTR. J,8T48'4Y(;IZ50L?"7@2/4F;3M5N4%TK6!MH-2D*3/M8MSDEFP" MUM%FMO*OF0M%YC'<=XY)!GU
G$FUAG!&-W/RAAU' -07 M_A'3+15T^;XG:W:7PFP3-JP#L&&50J2.<8(/4Y/X 'J$<:0QK'%&J1J,*JC M] *?7CESX3TQ;LO'\7]5A#2&%$;5%9@P/*YW5V/AGQ#+;WBQ?%5KF"&W$:RHJ$P.""6 1
MR>Y]*KWOA+QTKCR_BI'O4DR"2)(_=X!/H?Z4 >N45XH?#WQ$\G_1_B;I\L M[CRS, .Y!VGI]*OIHWQ?Q?WQ?QI'XTT63Y%8CRUSC_#%%OEBF)A8UUK8I_&ZI;4K!>I^S5J!GS9
)^%E_8_#VXT"748/[0CU,ZA972AB Z ME=GF9YYVX..F>^*0Z=\8+7)KC3VU26T%C;1V"L8HHL[B3NY+%OT^O'* MQ_#[Q:/AI;^&YETR5]/U+ST@>9_*O8 6?:^.F68<<=.:CDNOCI$R_P"@Z5(#
MU\ORN/S858AU_P",T*+%+X8TV9@0#(2HSD^TF* *B?#CQ'+X!\7:=)8Z99WN MK7<,]M:63!88U1D.T<#@!#TWP;*7=:)8Z99WN MK7<,]M:63!88U1D.T<#@#@?373<'C\"1WEO.(=2L;VWFL3U9I]IVT!1W.& M/'/&>*P)?
%GQ>MMT;>$;65PQPRQ[ASR.1)T&<9]JK2>/B9@_ZM/(/+[)ZK\:H=B M3.6/3\N<GR*D:6V[W@0;*<OWDUHI*Z6MN0SJY=D'X=@SQ,\6B8?CDC9"S
JVEKXKUGP!8>!8O"]QIB&& M.WO-0O601K&"-Y1022Q[?C7L%%1V:I\'#3@R+G8<I5M2GT:N?+JG:@-I4^Z)8,<5*YZY6\U%9W)24LLT@X1>%J7>LW
GF^"-6!Y\P(2<>F,J,^^X;?'G>$=6B!.,RD)^614/[0&AM_KM%U6&'O(:9JL[&H3 M%@DA%W;4:%MRAF/@I_L__T6#[5_ZLGD>D:;:;'J%@O:$?FW^!%9S@D>>+6U#-C;M<\@UAUE=8=JE+=Y
<=<#Z=+'\>/#,C,'U75FCR"?/)P:X%-[42T;/0:T(@2Z+7GS+R)]\&%<3:*^JC&TFT*[&&3^U ZGU7O5&4@1+-W@G#B*UNLQ__#3;VBE=X%^@RW_\BEFB36V&(+'.*BY
LDLAQNB.XX&.N.N:Z&Y^*GPQOKQ+FZNK>XN+4Y@EEL'9 M@<9^0EOMUH H> O$,.D_".Y MUR\A,<=L]S*T[,W+QM($: M5P5)5><8V<#I6]<>/OAK?
Z=_9]QK&DRV0V_Z/(GR#!R,*1C@BM)?'G@C5;:2 M%O$.D2PR*4>.:=0&'0@ANHYH YGPBSZ1XYM-)L/%=YXBL+O2S//]HF$JVS*R MA&4KPH;+#;[=3Q7J%<9H%Q\._#?
FQZ'?:%9FX8>9Y5TF7/89+9[G]ZZ%/$. MB2Y\O6-/?!P=MRAP+9&C+>9J-SO&WE6,JA2<^GRGCT]:[GX-1Q+\,-,DB4+Y MSS.Y48#-YK#('I@"N-T70GU'X ZSI^G1R7
M2)'>,DHS*"5)&#CTXKGKSPFU[-XAWZM>K;:U;K"T"D8MR$V%H\Y W#&1CM72 MT4 <=H/P^M?#GAJ+1+'5+_RHY'D$LNQW4NA4A,KA1D[N._?!-83?!/1UL%M[M?
5]4BD%S'<^;N0G_AA;4(6MRT M$1+0(FP6YC+=&0*23W8@C&*R;GX-/)XA:_M?$#0VANQJCDA=I:UR=I-C,VBW#(^T*2'D)R M3C/((('''%>K44 ?('Q'TN/P7\1+JWUWMJ[FQH4&)#[=-.MIA:S6!,;A/
M8(]/M84LBMS 7;[1YQ;<205!1@5VCG@#DG.:[SX_?E1G_Z](?Y&O+Z -O4_ M%6I:I-C-=4L[+%!Y%)J[A0@38)3PX6NNA@UP:[.NDO8I@IR[CZ+VPQ%]9:<\I3'MHZK<Z8RX\H
P.>K4/Q3\76R,L6NZD W)WW& M_P#]"!KBZ* .]3XX=JXE,ZF]DF.:%^P2$0=?E=,<6TT^7_U%:F*7@GV@8I-[FA:A>Q<T9#?B6WCIEI%HQ:.B9<]*1E$E:3P0H)<%Q$2T05CP75;@/)\0<1X;
M3^SY%!R4:WX/ZU.O[0OBI68G3])]IW8"YT.'@ZBE%L.JL1Q.'J<S[JGP,ADKWIZXBU@Y)G\RR@1!O5VR-DYSR/?(Y/6O&Z* /7O^%_>*O^@?I/_?F3_XX:[_P'\<)[&-H<\5"JG21J#]6#T:/AT>"&BQK;MBCQ*=
3!V+L&%SPV?EYR..U>344 >N2?%SPG/ M T4WPMTDJPP=DZH?S$6:J?\ "RO!/_9Y/YD-[=I2P#KH?5X(_GH]0[7!YT.A'O!^:D2W7]0"A_^0Z>8XNP]87\Q1.5F7E%>\U4*+E\W:WZ2:$?L@;H<F1
QAX%T;PHL43*X#W=\+@$L?F+H8P&!Y&.!7IOP&UR#5?"%[:6^GK:1 GVEXY&) V_P PEQT4 8!"_0#I7RM7T7?M#Q/U?:7>?X:6%^!_8E:'<(@Q2$\Y68]R=Z!H$<9
ex10-39_002.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG(" end GRAPHIC 33 ex10-39_002.jpg GRAPHIC begin 644
(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$
@$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$($(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#@_%'B"+2O MCQ?:V\\#R1V.JAFC4@%%O+(!P??;7I?
_#2FC_]"_??]_DKS[7](L;_ /:(GTNZ M@\RSNM619H]][#<'P6Y!R,DGH:]Q_X4E\/\ H7O&_'$(?_]^ ?Y F)DLJ7RHK_< ?/N*)2O!R8S+CP%C^E9* .9?6CFC>KQ%Y.!?7C>*4+S.G]I[UF&-@%WN,I9:
A\%_A[-]I_\G;C_ ..5!1Q__#2FC_\ 0OWW_?Y*/^&E-_Z%^^_[_)78?\ M"DOAY_T+\W_?\ _G;C_ ..4 _\G;C_ ..4 M _\G;C_ ..4 8 M_&WX?>%_"'AK3[O0M,^R3S7GE._VB63*^R3S7GE.VB63*
[&.,.Q'4"N\^"'AO2;7X=V6JPVFV M]U%6-U+YCGS-DDBP3@8WK8&8P7/HXPEW-#J3&]JGZ%WD9@TVI-!E/F4TOXVQBOOW?:L=<BBK'$&LZ[]YFV1ZV>ZB`>0
,DL3^9)KE/A];I/I]WK7DK']NF(A0#_5 MP)\J(/0#!'X"MU9TY7Z&;OS(TM+>WDU+7)WBQ)?V>0K>\E+EFC'\M+&+'1L4;6Y;Q0XM$9.S
UZYU76 M]/FAFGC)L[$S*VR(!5)R.#RQYV %;%E--#;*=;FT\7\8+,8"554)P"-QR M ?6J'@<2MX2LYYQ'Y'Q'>.>0*%0CJBDOAH@ZZ6:GI/F@>VVMV&,R=VFRK;&[
X(8$8&2:,K@^.;"Q@G$>F)'_I9*@@N8V?[MV,C QT]V\,'MA\$%NHRMI(P=;HRO:T/0-TXL:KKPG<S#@B6GVKCZE<GPR8/Q/UMRKSQM.X*IZOD?UZ3I+6H0!ZM%R:X_Y
M/O%1DC/TI%GL]2TYG8)+:RJRNLB9#*"0P(/4=:SBFFI-:#>NAS^J3C2+6XL+ MHRZH-ZPP-L4^$OCNW^M*ASKTHPC2_?W
MI'DB>%=Y!*GD$D+U^<<5UJAIFDIDPK1PS6-G;Q@@_OHV1PZ0H.CU@PF%^`U+H=ZVDEXJ-W2P-;JLA%Z?X+-Q'&/7EHN04R(C%%,P_`+N3@K\%V>9_U9CC8=S4@V4Y/'P
M0X)/;@'*P[:^U#4O6&$FWTMS8Q27F8I^RDOEF<..@.]WXW?N2KS3OZUFJ'>S.*=ZTE5J<DR1_>+9HO[.UGN(`CNN#5W!Q7(A%@6/L=\K4X0+4I:6^7&Y`<P%7-5E)X
M.U[<_P#".^)9DDZ+X9$E#D^5*I4,AN43=P/S'!2BI"N\.AV2M'GF=@=M=2V5@9M(ZO8\EC)=10C1!&Z'H0]'5+FWP$&V]TK46"#VL>[6=L!P4%(G37T'A*WM\AG$D
V M21YHP69W V@KNB;)/1F%]:[8:=U2XZ)KZ*V`/Z`19Y^HVS-:R6Z/^Y/,AF6*LI2+B7>OYPQM#]VKY.55AS6'"V[W.0&W6*9OEW`-GDI]B:1CHNK9MUI9Y@JEPZ`I6
=]6'=W>D6VB6^HRV,K6:/]ICVVK,T;?;?,QD*EJCK>7AIN+@<1!.DJ$%UIJAX!^K^V#)L(*_#U2VX/^9NR`H6!/E]LFO8,#CV$LW+>L8#XQ[8EE1L;9[2QM6/M+T@
QQW4U<;V;0F7M1B>?2[N&/.^2%U7'J5(%.K'X;:6-!\G[M4203+C:J[VW?CFNILH+M=4U*XN993$[QI;1EAL6-!'KL;%*XOGZL;V5P>+1"4%36QEOHZ$T<5_2'8
5E*GGOA<2.]=/XCNS8>&]2NEQ0CMG*Y_MO8./UKG-TM[NUG1SC:JD7)95=A&,UJ9 MNGR74T$D,:Z!S6KC!E*DJ;>*\U%U>=6&44,]2K-5RT:WQN!@JT7MO1B4QF
N]P,;C\Q"@#(R20,D#J MP!8-:L42T%W.EC/=,4BM[MUCD9P=I4%GYCD@97(.002""<(5*D8V6Q;C%O4X MVY*ZM,D7T%M,F#T<A1O>=Q&WC]>DF=A2A2E2N-]%?E#:V7T5C`V_:T`)W%^
MB6X,:)M"W!4Q@CC'^K'(^A[UJPZIMU%S8C]T(7DV<A^AGU^/A*;U@+9%WV!P>@U>:3+I'YU]S0.+6U"Y:/X:KA-H?Q62BJ2&DJV!'A%V9?A(XC4:"6!7?1>PIL_CVJ
MT:&ZM)M/DDD,<<->?R\Z0A9'`6&KFYH6^#GB]3M)`2)^RJSZQOL!]*J3M23:!=:QXB4>DGA\S[^MVI?H40Z=1C28U5Z=\;D+(F[NF=8=C@MG?M:)"H-4^X&\RWJ
J,9R1C.3@@Q^XUW2MXT1\+MIKXRNRIL!R4A?DP9'LMK5GJ[QX-5;[EUBQ;+:^&8HSX2;$7FDIZ&F)RX(H!)TM]7UHI]W$WJ;5GPQ*JE.1VL_1>D(O2E;DL6$Y"H3^
MCA8\'<2 <8 %=HFV, NH2:?'V[WL2[Y+=95,B+QR5SD#D?F6L\)1(6_(P!M+O1I< 5) YJYIJE3SL2JV7?CC2W-E:/R)1E6D1&&0PIQ!HX4T(&B]9OK0QM&
PQ.>,#YFSR!G:L-7DO+*2WHQT] VGOS;QJ=O_ZQP#DUT!V/O3$`M=NX9I;2"2I1F<-!R%Q<<G:A)Z0E%<&!9YYN(.=WDE8PPH=+W`&>FN\.J/'K[7_\S4N^VLJM
M2'R[6[\F.X%G<3D)MM[@L%\IANW$[F490,OS#YL D3!U%=I?U]XYE\) MZN+2MV\&V*03RPD1+LS(*B_M:1'IW$B26]MO%P"Y0@2MA,,[LSO&WKRWWL5!42F5
T<]ZC,1C M4Q8P(!^\P%QGCCFKG]I61CA>4<@=$YCCNG0:?(Y;)P%=;!CZ8+LEJXI5T)$D#:M_IBF:QJN3
M551TE*1@$G./O=*MTI/R&CBBX/'J"S''KK.PMFM(E11MDN:F98S#&WN%7`S,@H:\E[/9YX^&L#CR-YW&%PPJS_5X.:C@!>VW>2%=U8[(8`G&X?$K18=Q6J@FI&
E2#&I!P1@$8Y#++FDZHKVZW&P8V); 65R1(ZBV4&7#(-I\T@3$<^7DIGC M=A>IK#\0:[-HMSI^VV\ZWE9S@..:*0"]O<-+-^+WW?XMQ(/4DG..M$_@^Y:TOXX3:))= M6^JQLPR-SW,JM&S$+SA5
)ZC R*TX/$T3W%Q"8VG?[0T=NELN\R1K'&Y?KC M WCGW&.33[?Q+#X%Q>R2)'>S6?F">8.K&6(;B55$4J1@^ORC-L:YJEY?0VEF+.)WGN MT+3(S#;"X42P#-P2MWN*Y%(O=XV.Y!6<S%9>IB_!Y'1
M;Z5UM)!8FRANKJ[CEEW2F2F5IA,/+>' &T>=P3H-WRV[O6;VRU:*WE@O@V-'HB8O$UW]/ \$IJFOR/17<&#
<)>UE[R_K^M1^XM"UI_A^_LYYKJU^SZ2NU-FEZM(DCBXF:5)L!AM7=%^Y"[OE #\%L_,S M.5/BB[DT674;=+)H[9I4D?S&99I/?(:^^5$-K7>DSY[;Y?HAK)06W6UDFN&4XW_B?*JYPV%/9J\K!D*YX
[PFX_.!LSG(V9R0,Y[4?O=79?U^(>YL[J7)A"6)1?D7*4X6OSBIJ]6"I?'AL]+CG0?!%8^&O3!+OY/VPAB*I^/%T*/=H5"S^(6C_;SBE=N%XB0<XHRT>9U^SG5L7DYR+4
C+7[;4=6N+C4(]U@(K,A&N"CA=^-S#&>@!&3GJ<=C5[0; MV[U'28KR[CCC,Q+Q! 1F,_=8@]"1SCMGUJ93G%-NPU&+9B_V#J^K7OVC6&AM M9(Y/,@GL;KS3& ?EC$ J!-GP[IT^D>&]-
TZYG\Z:VMTB=^, M9 Q@8 X'09&< 9RNNE?\ @0W_ ,11 M_P ,\^-?>NE?^!#?_$4^9A9'T_ _),7X;&?^*@TGG_I\C_QH_X2SSPD%JRIYGTZ4WMDZ7=/9I80$SU(Z%_G!,#W3ID:T3L;PGJO^:QLM#TY\
!%2,^C_ /A+ M/#?_$&E?^ @;'_0/ (T?)9X; ZO_ -C_P :^?&O_72O\ P(;_ .QH_L _72O_P*C_ .%U_X9(?DA"MJ2 T D2JE(_=?4!/"E!,4H^4RNU,NA9Z_+N0(IW/*,;?0_HS]
Q%'_ SSXU_YZZ5_X$-_\11_PSSXU_YZZ5_X$-_\13_:_#^&:Q?N7X@2:Z+,O=&_XA_'+]8VE^@5,LX$YV;_BG+\PMZV[_]-?Y7!(&6,_)]B_D?&5X*[3LV4HUCX!>E

AO_B*T]M4WN3R1['N^G77A+2IVNK;Q'I\DY63_ %M_$ 2Y5CTZ%122"0JA5' X7H*\'_X9Y\:_\]=* M_P# AO\ XBC_ (9Y\:_\]=*_\"&_^(J74DTTWN"BEL>[M=>%1-'/;^++2VF2
M2:0/'>P$YE8,XPP(QD#'%7=.USPKIMNT,/B'37+NTDDDE]&6D=CDL3GK^@& M.!7SW_PSSXU_YZZ5_P"!#?\ Q%'_ SSXU_YZZ5_X$-_\10YR:LV-12/=A<^ M%OM=[,_BVUD2]W">)[RW(92"-
F[&X* > &X_$TBW/A95#_P##//C7_GKI7_@0W_Q%'_#//C7_ M)ZZ5_X$-_\ $4>UGW#E1[\=2\(G1KK2_P#A(M.$%SYWFL+Z/>?-9F?G/JQK M1'BOPTH &OZ2 . !>1_XU\X?\,\^-?\ GKI7_@0W_P
11_PSSXU_YZZ5_P"! M#?\ Q%0Y-[CLD?1__"6>&_\ H8-*_P# V/\ QH_X2SPW_P!#!I7_ (&Q_P"- M?.'_ SSXU_YZZ5_X$-_\11_PSSXU_YZZ5_X$-_\12&=C^T)K6E:GX2TN*PU M.RNY%OMS)!.LA \MN2
>E=E\%;^SD^%NCVZ7<#3P+)YL2R M'F60C<.HR.F: M^>/&7POU_P #:=;WVK/9-#/+Y*>1*6.[!/.5'& :]8^ ?A/4;+0+W6I6@^RZ MJ(S;A7)8>6TJMN&..3Q0![G1110 4444 %%%% !1110 4444
%%%% !1110 M4444 %%%% !1110 4444 %%%% !1110!5OM-L=3B6*_LK:[C4[E2>)9 #Z@$ ==:DM;6WLK9+>TMXK>!,[8HD"*O.> .!S110!_]D! end GRAPHIC 34 ex10-42_001.jpg GRAPHIC
begin 644 ex10-42_001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("
(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#W^BBBI ** M** "BBB@ HHHH **** "BBB@ HHHH
*^;_COXPE_X3+3M,LY"!I!6X8C_GJ< M$?D/YU] :IJ<&DZ3>:EV3T_ M 8%4@/MCP_JT6O>']/U6'!6Z@63CL2.?R.:U:\9_9[\0?;O"]WHLKDRV$N^/ MU\M_\#G\Z]FH ****D HHHH **** "BBB@ HHHH
**** "BBB@ HHHH **** M "BBB@ HHHH **** "BC-% !1110 4444 %%%&: "BBC- !1110 444A(QUH M \=^/_B4V'A:VT*V?_2-2DRX'7RU_P 3@5QGQ ^'XT3X/^';Q(0+JSYNR!R? M-
YY^AP*6XD_X67'\?HXA^\TVQEQCMY<7)/XM7OGBG14\1>&-1TJ3.+F!D&.S8 MR/UJ@/EOX.>(/[^(EB9)-MM>9MI><#YONY^AQ7UX:^#)$GL+THPV3V\I!'] MUU/^(K[5\'ZXGB/PEIFK*P+7$"[_
/?'#?K0!OT449J0"BBB@ HHHH ***,B M@ HHHH **** "BC-% !1110 4444 %%%% !1110 4444 9^K#4!I-U_9?E&_ M\IOL_G?<\S'&?:O$_%'BWXP>#]/6_P!5BTL6NX*9(8E<*3TS@\5[Y7!?&.-'
M^%6MAQG"(1]1(N*H#Q#_ (7[XX[RZ>?^W7_Z]?27AG7(_$7AK3]7B "W4"N5 M]&_B'X'BOC>Z\.W%OX4L/$)>VNYI(#@?ZMUQ_,U[9M\SOXG\ 3[WPU/)^\@ M;[3;@G^ \,!]#@_B: /=J*,T5T@@?
Q+^^,,FM>'_%\^D>'Y++00VJ*LSR1!!R9# MR0/IP*=Y.>U5TK%[W=)?^S-(S!+9V9#GGPKV+^?!WU(R(&K\>=:\58*B(M $*?'HRG MPRPNA>,H@+1*BW8&@(SBP-" ZXD-_+\0#T-&=-N@RUFU,=6$*95('9VS7.?)
Q+^,FM>'_%\^D>'Y+00VJ*LSR1!!R9# MR0/IP*]>\6((=5BRK^,'A7VD7UUX8?Q=>2EOM>HF ; MAS(VTNS?3.!^=4@/1O#?Q3^)WBX
-.$+MFV"JJ^I.>*]=\%'X@F^N M?^$Q33EM1'^Y^RXW%\]\=L5Y+^S<4'B?6@?O?8EQ]-XKZ2H ;1FJ=_>-86YE M%M 2M%YJ,GF+U7(ZUX-??%WQ-=%DADM++/_-,G\VKFKSQ)K>I9-YJ][*
M#_#YA_(5U0P-26[LQ1W,J[99KFX#.PSGIV MYKH++QMX:OF*6VL6C-G&"^W^=?,N,MN8;F/\39)_6DPK]8P?PKI67QMK(YGF M,KZ1%^,,BQ:/\0+R6V*-:WX%%S&S$&48$ G[W3W_)UZ-^SKXA\
[3M1\/RO\UN_V MF$$_PMPP_/!KR+Q#!YELLA9F,1P 3G"FJWA#Q)?>%/$,.HZ?(B2X,,;UR"#U M!K@JT7"?)<]*E652GSH^VL4A%>,Z7\7M=E=4ET+[:/[UL&S_ "(KT/1/%-SJ M^T3>'M3LL_Q3(-
O\\U-2A.&XH5X5-A_BX^)ET3_BE5MGU(2+Q=?=*=_QKP;;6 M_B_\2O#NJ2Z=JL=E;7,?)1K48([$'/(]Z^G*\^^*/P_B\;Z 7@54U6T!>VD(M^_ZH?8]O>LCH/+O#'Q'Q1@B.XD-\%8WD.*.IRW&]<!Q?"5FC#d#^@YRbB3SqW&T!7I9%2<;6x%S
>T^#3XM.G3'Q>M MFMYYO[H6OW=F.^.^:^3O"OB"]\$^+K?45C=9+:0QW$+#!9Q]??M0P,'QM_P)H+:U/@T6)FW-JI6ZQC&..9KP[5/C M-\0]'UBXTN\DT\7=O*8E8#2K<.P(/->X?
$7QM;>"/#4EXQ5[R4%+%2$G[S^O MT'6O,O@]\Y>3EDED,EI%%,/OL3S*P*E^= ':G4?B'JTANO%5O; M0Z;+#NA"QA)=W;(Z@8K9\;?JMO:'P:MDTQ<_!=8P!@8QG\?ZSH?YFGT ?
M.7BGXD_%3P;'G/433#]%K)_9MC4Z]KDA'S+;1@'ZL<_P J /4/!;?$ M=M4D_P"$N334L?*+*1;?C3[L@/(&/,<0#N\,?M)(9N0G(&TB[6$0*>]P@0K+S@GM*4D,-%WJ3M'O MRFXX SX@QHBjiz8ND&M^
V>X4_P"$_P!'P&I4Q>@@C M_L|"T!V\C]1M!@\^^^&4@G-:-G.V>JV$D@#K(^:Z=#XC=8K*J D)>&V(,>&5[AU\(F!E/?F:$$Z/\~...

MB[7'FV\H)D*O_>'S'##L<&O1I(TEC:.1%=&&&5AD$>]8>DZ=8PZI-+%9VZ21 M[E1EB4%1GH#C@4 <_P#$[2K.'P9J^H) OVJ62 O*?O8$B@ 'L,5V5CIMG9R2 MW%M L3W 4R;!@,0,
X^EZ([R:%8.[,S MM A+,Z_P"%[1;>[LK+45U Z2Y\J2ZMY/WFU),\8<$8QC@# M(S7I#7K>)?"5ZMI9W-O/<6TD(AO(C$59E*X.>H![C-:=M:6RW4]RMO$)V<@R MA!N(X[]:N4
<[=>#]*U33;*"]LTBEMI$F5[9BKJZ^C_>Q^/(KH5&U0,DX&.3 .FEHH **** "BBB@#_]D! end GRAPHIC 36 ex10-43_002.jpg GRAPHIC begin 644 ex10-43_002.jpg M_]C_X 02D9)1@ ! 0$ 8 !@
#_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?
HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-
$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$
/P#W^BN9M_&^ MG7KW(M(Y)5MYS;N(-,O\ 2[?48;I/ MLUQGRV?Y2<'!X-66U.Q2%9FO(!&YPK;Q@GVH M457@O[.Y($%U#*64L D@)(M]:9)JNGQ*K/>VZJQ(!,@YQUH MT5D3>)M+ANI;;
[0K216ZW)(^Z8RVT$-T/(MJU)J^G1$++?6\;8!*M(1GIGTH NT56FU&RMVVS7<$;;=V'D X]?I3IKR""Q MDO6D!MXXS*74Y&T#.1CKQ0!/17,)X[TC[';WTPN(+&X*B*XDB(0ECA?IFM[^
MT++S'C^UP;T&67S!E1ZGTH LT56BU"RF#F*[@<1C+E9 =H]321ZE8S,5BO+= MV"[B%D!('K]* +5%55U.P==RWMN5W;.O#_AV/;$?Q/"^W\\8 MK U/XI^"K_3+BUA\4K:22H46>-&+)D=1QUH
R/B7\9K;PG<-I6CI%>:F/]:Q M.4A]CZGVKQ&\^*6MWUZ;J:UTXLS;F'V(FDUWQ3=E&4;;2:(NI'J3CG- '@FD>-O M$6B:A#>6>ISK)$E<[M8Z'\)EU/4)]6U/[1]KES"&S&L0/8!?YTV#7?A]\
(]8O3I"SZSJ;G"N""L"D9 MVAN_U% 'OFF-?2:?$^I1Q1W;#,D<1RJ'T![U;KD_ ?CW3/'6D?:K0B*ZCXGM MF/S1G^H]ZZR@ HK*U+Q'IFDWL%G=SL+F=2\<21L[,!U. *DT[7-.U5)3:7*L
M8FVR(P*LA]P>10!HT55CU&TFGDACF5FC4,Q'3!Z<].U$VHV4%K)=2W<"6\7^ MLD+C:OU/:@"U14/VNV\J.4SQ".3[C%QAOIZT^2:*(R2(@)P-S 9H ?1573] M1M-
5M1=6,Z3PEBH=3QD'!_6IUEC:1HUD0NO50>10 ^BH_/A\P1^:F\]%W#/Y M55U75['1;/[5J$XAAW! Q!.2>@XH O45DP>)=*N+N.U%P8YI21&LJ,F\CL,@ M9-:GFQ^9Y>]=^,[<\X^E #J*9YL?
F>7O7?C.W//Y4X$$9!XH 6BHVGB7S,R+ M^[&YQGE1[U%;7]I>6:7<$Z/;O]V3/!H LT4UI$1=S.JKZDX%06=_:WZRM:SI M*(I#$Y4YVVN.HH LT5B-XNT19IH_MH)@D,6&..:.>-HI M!E'#
AA['O0!+12,RH,LP]2:&=47<[!1ZDXH 6BD) &20!ZT;E_O#\Z .6T M7P+INF"\:X074MQ>276]L@KN(('X8JMJ7@7[7JVI7L5RC#4$594G!;9@8^7! MXKLZ* ..A\%2:;/.^FW$!6XMUAD6[C,FW QE?
0>U4;3X;MIZZ>\%^LLMM;&W M99T)0@L6RH'0\UW]% ''Z7X#M=/U'3[QI%D-I#*@0KE=SD9(STZ5G3?#V_F6 M,'58BT5\+Q)/*PW7.TXXKKT&B@#(T'1/[%6]'G&7[3G.,5;?
P1#):ZS&\D;2ZBBH)63)3:H' M]*ZVB@#S#5/#6K6!U6RL;47JZC D8GN!O*$*1@?W1S79:=HDT'@:#0II)A8 M?96<<@'9MS6[10!S6E>"-*L-*L+2XB-T]HB#=([%69?XMI.*I3^ TFL=8C%U
MLN+^[^TB4+RN,80^J\=*[*B@#@M7\%7NHP7-Q)+%%-]D,$<-B/+$G(/S9Z]* MJ6_A_6-9UY;JYL[?3X$TZ6T)C3:2SX[=Z](HH XR?P5,EEHMK97$$<-@@656
MC_UQQC=GUJIIOP[DMDM(KN]CGBMM0:\5-AP01C:0?2N^HH XF?X?1266MPI/ M&LFHWHNHW\OF M=I$GEQ(A.2J@9]:=10!YO\ &7Q>OA;PNJKIT=U/ M>$Q1O-
&&CCXY)SWQTKY)8EF+'J3FONS7="T[Q'I,VFZG;K/;2C!!'(/8@]B* M^2?B%\-]2\#ZSY6QY].G?%M< ?>S_"?1J ,[P)X9OO%'BFTM+&5861P[RE]N MP]CZU]JP1F&WCB+%BBA=QZG ZU\N/-
!\';*U^SQ1W7BZ\@$LDLG,=E&W10. M[&LB]^-/C:\DA;^TA"(EP%C3 8^I]30!]?5F:MHFD:JJRZI9P3"'+!I!]T5\ MQ>!_B!XIU3QCHVG76M3_ &>6\WS'/+]SN]16]\8/BXVJ2S>'?#\Y6R0E;FX3
M@RD=5!_N_P Z ,KXQ:':74MMXLT!('T2XS;EX$("R(<<^QQP:\GKNM%^*.I: M3X2'AF73K"^TSYOW=Q'G.3G^=4_^$RTWC'A#1O\ OVW^- %;P'J6N:9XMLY= M +F[9PI0?==>X;VQ7V?
IM_#J=A'=0-N1A][& 3WQ[5XO\+/#>H:_&=5N=+M- M%T:08$%K%L>[]V8\[?YU[C'&D,:QQH$11A548 % '+:SX2FU;QG8ZT+YK>&V MM'@*Q<.69LYSZ5#JO@*UN;/R;-
MDL]W%/>SN[;YU0]"1[<5V-% '":[X$NM2 M.H1V5XEK;W"VZQQ@L-HC8ENA[YIFM_#U]0@UJWM98HH+ZR2!(CN*B13G<1^% M=]10!YS=>!]6ENO-%R?L[6:6Z6J2 +
RK@D9['KQS5JV\'ZA:W4,ETRZI"MH M(1'+*5\IO4<\C]:[RB@#E/"7AB\/^"VT9[A([@F4K)".(]Y)&,]<9K-LO"& MIV\6DPATCN+2?S+F^64EK@]=-10!Q]]X.GDU[2M2A MOI)Q:2.7CN3N ##&Y?
0BLFU\$ZU&;=)[Z1[B*Z\XWHE^\NXG&WKTP/3BO1J* M .$L/"FIVOEQW*17=RMV9FU"29@2I_V0>N./2JVF:)J]WKMY8^?<1:%92-+: M2295VE8'Y>>J+GBO1** .%T[PKJ,$5I#/#"]S$)!-?
M,Q,NX$9VY]^]5$\#Z MM NFQFZ\VSMK9XGM8GV N6)WY/L<5Z+10!Y_8>#M5LI;&2[F;4;6%&7['),1 MY;$\$-W_ !K9\#^'KGPYI=];W/E W%]+/ M6([Z_E\K4+V:8PPX"F-
ST/'4BFZMX0OVF>UTV&*+3X[/[/:;)2IA..X/4?3F MN]HH \OTS0M:3Q#'#]=C+?I;Z6D+,;DHADW'D'."$RMDEB"BY!Y KMO M[/MO^>?_ (\:LT4 %%%% !1110 4444 %%%% !1110 4444 %%%%
!1110 4 M444 %%%% !1110 4444 %4-9T:QU_2Y=/U"%98)!T(Y4]B/0BK]% 'D?C3X. M3>++&&5K^)-6M5\F.X*\3QC[OF?[0]17G_\ PSEXFX_XF6G?FW^%?3E% 'SY MX2^!7B#0?
%FFZK1%+$D>G2H_B_\(&MWG\1^'(,PG+W5H@^YZLH M]/45]#TA 92K $$8(/>@#Y**?!?7/%WAVWUFROK*."=F 20MN&#@]![5V_A M+]GJXM-E/HHH **** "BBB@ HHHH **** "BBB@ HHHH
:**** "BBB@ HHHH **** "BBB@ HHHH _]D! end GRAPHIC 37 ex10-50_001.jpg GRAPHIC begin 644 ex10-50_001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ # _VP!# @&!@<&!0@'!P<)"0@*#!0-# L+
M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$!
0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-
T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#W^BBB@ KC M/&OQ/\.>"$:.^N#
<:A@;;&V(:3D9!;G"CIR>W0&O._BC\;Q9L^B^$+I'G!9; MG4%&53J-L>>"?]KIZ9ZCYZFFDN)I)II'DED8N[NQ+,QY))/4F@#U+Q'\??%N ML,T>F&'1[8G@0@22$>A=A].0!TKS74-
4U#5KC[1J5_=7L^,>9G>//%,7@[P=?ZPY4S(FRW0_QRMPH_/D^P-?%5W=SW][/>74K2W$\C2RR M-U=V.23]2: (:*** "BBB@ HHHH **** "BBB@#Z*^!WQ/\ ML4/A'6IA]HC M7;87CF51SY9)
[@=/4#'4#/NM? MM>);+P]#)F"PB$ MTRAO^6K] 1[)@C_?->*UT/CO5)-:\>:[?R,[>9>R!-_4(K;4!^B@#*YZ@ H MHHH **** "BBB@ HHHH **** "O:/V=/$/V+Q3?:%*^(]0@\R(%O^6L>3@#W
M4L3_ +H_#Q>N@\#:FVC^.]"OE+8BO8M^T\;:4VB>-]:TYA@0WD@3C&4+94_]\D5@U[-^ MT3X<^P>*[/7HE;R]2BV2G' EC '7W4KQ_LG\/&: "BBB@ HHHH **** "BBB M@ HHHH
*W/!FFG5_&NB:>!D3WL2OTX3<"QY]!DUAU[+^SMX<:_\ %MWKTJGR M=-AV1GUED!''KA-^?]X4 >X_$/PC'XU\&7FD_(+K FM)&Z),OW?H#DJ3Z,:^ M+9X);6XEMYXVCFBP^]['L30!\\T444
%%%% !1110 4444 %%%% $D$$MU<16\$;232N$1%&2 MS$X 'XU]H_#KPDG@OP58Z457[41YUVP_BF;&[GOCA0?117E?P*^&A B\8:S M.1G387'US*01_P!_G_=->_4 %(RJZE6 *D8((X(I:*
/G;XH_!"2T:?7/"4 M#20$M)<:<@YB&,DQCN.OR]1D8R.!X4RLRC%6!# X((Y!K[^KSKQY\'M \:-+? M1 Z=J[#/VJ$960_]-$Z-]1@].3C% 'R+%17?^
M(]T'S#WXQ[FN"DC>*1HY$9'0E65A@@CJ"* &T444 %%.CC>618XT9W#C%>S+_:>KIR+J=?EC;. >?W:=%[GRAPHIC 38 ex10-52_001.jpg GRAPHIC begin 644 ex10-52_001.jpg M_]C_X
02D9)1@ ! 0$ 8 !@ # _VP!# @&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-
76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF
M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H
,! (1 Q$ /P#T/Q3XAU2S M\>^'=%L+](8M0#^02",\\CJ.E=!+IVN/S'K^P?]>:&OG_ ,!:[?>* M/C3IVIZA)OG72?B6JYB\1Z?(?1H57_ -I&M*Z\3Z^SH--\)7#1LP43 M7UU';CG_ &2WO"NXVUS&T

JVAV]TR;&GBR5]#B MO(K&RO/"VJZYJ6K:&+VQA&:2]CT[4[;5;)+RSE\V"095L$9_.G: MEJECI%H;J_N8X(00-SGN:H^&M8T_7=#M[O30J0,N/*'_ "S/H:\N\175UKGQ M6%@(OMD-
K'E+)C\C$=33M<#UK2-=T[787FTVY6>-&VLP!'-:-<9X%\2:;J9O M=,M]._LZ[LY"LT &!GU%=G2:L 4444@"BBB@ HHHH **** "BBB@ HHHH ** M** "BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH ***0^M #(VSN^M M25# K*'SW;(J:@ HHHH **** "BBB@ HHI%SCF@!:*0Y[4#/>@!:*** "BBB M@ HHHH **** "BBJD>H0S7'@,?\A)/Y5W2_P"K7Z"N$^)G/_".CN=33'Y5W2J?
E.>,#BJ>PAW/K2;^ M>E/JO=SPV\69IDA#?*&]:XZ5P&D> 9= M-\3OJCWXD@9VD$:K@Y/O7?#H*>O4VK1IQE:F[H6BHIY#%$6'6GJ20#CJ*9B. MHJ-)51UJ2@!#TK+U*_L]&M9;FYD5,Y8
GECZ"M0]*Y?QKX4'BC38HXYC M#=0N&C?M[Y%!<.7F7-L2:;XUTF^MH&:4PR2G:(VZ@UTHZ5PJ_#73V$#O:WO&E:-)/]TVQU%%%48!1110 4444 %%%% #5ZFG M5&C9=AZ5)0 4444 %%%%
!1110!&\2R(R. RL,,#W%8&G>"]+TG6FU.Q\V%V M!!A5OW?/M71T4 -VXK%U7Q#I>@2JFHW@C>;E%QDXK;-<9XN\$P>*;NVO5N#!
M<6_R[NH*]QB@TIQC*:4W9%W1O&5CKEPR6,,IB0$F8KA2!UK+;XCV?VZ!;": M2$/M20#_%F/0=ZIZO)8>$]*TKPE971ADO6V^%-?M_$FG?;(X3#,IV2Q'JIJSKL-Y_9^=-C1K@,#@
M^G>N@F/+S6:-4?,*-@ST'Y5C33ZY_9*O!!%]L+#*D\ 4NGSZZ;IA?P0B''!0 M\YIDW&M+:6YM+:)IR!YH8\+ M2'R>9?NYXK.VDN9F"I&,L?:L?3]=.HZ@]L\6V"1?W9[D54GU2[>8:=JMD7CF
MX8H,BI;^W@:Q=8"8'BC)1P.1BN6M6<)1LM&6XJ*U.2;PQK_@236-3\/RQ2VD MK&;[,ZYQZ_C5+PM8VGC5]5U34K_?K-W 8A AV^4G;CZUZ%X2O9=1T%&N6,C@ ME&+#K5FP\,Z1IFHS7]G9I%
<3<.RUU7,3R^Z\&>,[_P !GPW/Y0@C=50;AN9< M^OI6])X'OO\ A+M$O.#:V6GFV=P?XMN!7I&T 4FT>].X'FVF^"]4M/A=JN@N M$^VW,LSQC/!#'BL]? ^OZ9J/AC4;!4DFLX?)N5+8"@]?
K7K6T4;11<#RK2_A MUJ/_ FVO:M>RJEO>6[01@@%,T[P[XMT71FTB'3K*Z$;_N9Y,=,]Z] M8VBDV#'>B[J6$,T&G11RB-9A'A@@PH/M7 ZK8>.M9M+[2+B&T6UGE(6<9 M?;BO2MHHVBD!Y-
>QWGPM\,:3HVAH;F_U*[Q),PR QQN./2M'5/!FKV7C"/Q5 MI+1S7(A$2+E&89*_2I!\W)R*=P.)\$^$+S1]2 MU+6=2FW7M^VYHQT0>E=N!@8H Q2T@"BBB@ HHHH **** "BBB@ HHHH **** M
"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HIB@C M=GG)XI] !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !7-7 M!6+QS:X&/-@;..^*Z6N;NEW>-
[+T$#FM*>[]#"N[17JOS.B!^;%+4:_ZTU+6 M5C>]PHHHI@1E 6R13P,4M%2HI %)2T4[ )12T4)6 X7XC#,WAKC/_$S3^5=R M.@^E<1\0T,EWX94''_$S7^5=OV%-[
*:\X^)FAZOK4NG+8;VBBD+.JGOV->C MTW: Q;UH-*6'A34# 2)X5VAP>E=E(@=<&J3:5:O%+$\0DCE^^'YS31 M4)1B[R1A?#W59=5*P2W (/!&B>)[R&YU.&5Y8DV(4 M?;@54/PT\-BV6 07"HIR-
LI!KLJ*;C%N[079F:+H=CH-J;:RC95)RS,-+3'(\ALBNAKF+QS'XXL68D*867V-:4]WZ'/B' M:*]5^9T2?ZT^U2U$G^M:I:@W"BBBD,**** "BBB@ HHHH XCX@!?[0\+EL\: MFO\ *NVKB_'I']H>&
5SG4EQ[<5VM-[%!&:**0 **** $-&*6B@ HHHH ** M** "BBB@ HHHH **** "BBB@ HHHH **3/-+0 4444 %%%% !1110 4444 (M:@MQM9P.QJ<]:@M^LA]Z5@+%%%%, HHHH *0G%+2$9Z]*
&^8HX+*#[FEWT>7&7(VD>@%8<7C/Q7XA[/29KE?#OCO2O$$97>+:=>L4IP:WX]1M'A\X7,6SUWBI::=FB MTU+8N45DZ1KUIK,ERMJ^X0/L)]?<5JBE:PQ:*** "BBB@ HHHH **** "BBB M@
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH **** &@$$Y/4TZF@'GZTZ@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ KF?$6%U/3''WA,!FNFKFO$ MB[K[3/\ KN*UH_']YSXE?N_N_-'0K_K34E,4'>33ZR-T%%%% PHHHH **** M"BBB@#C/'0SJ7A@;L?\ $R'\J[.N.\<*&U+PSGJ-1!'Y5V--[%%%%(HHHH M ****
"BBB@ HHHH **** "BBB@ HHHH **** "BBB@!J\]?6G444 %%%% ! M1110 4444 %%%% "&JUJ3OE0]C5DU$4VR>8O)/!J6!-1115 %%%% !01GK11 M0 F!G-
5;W3[>_A>&:-2&&"=O/YU;HH6@-7.#OOA7H-U'.$$L4D@^5D8C::YO M3/A'>O&5U+463:3L,,AZ=LUZ_15.&O"UIX;M1%#))*Y^\[]370 M"BBI+"BBB@ HHIK D@CI0 ZBBB@ HHHH **** "BBB@
HHHH **** "BBB@ MHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH *** M*
"N9\29^WZ61G_7#I735S&K.UWXDL;)1E8SYCGTK6BKR.?$R2I_-'2CK3JC M3())Z4X-N''Y5D= ZBBB@ HHHH **** "BBB@#B_'61JGA, MS_Q-O#(P"?[0'7Z5U]-[%%%%(HHHH **** "BBB@ HHHH
**** "BBB@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH **** $-0QM\S #Y0>#GK3KA_ M+A=_[HSBDMU40J1P",XK&4GSJ($U%%%; %%%% !1110 4444 %%%% !1110 M4444 %%%%
!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1 M110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%% M% !1110 4444 %%%% !1110 4444 %%%% !1110
4444 %%%-/6@!LK[(W;/ MW1FN=\.6TDLESJ=SGS9I"%!_A J#Q7)<7TEOI%@[+-(P>0J<;5%=/:PB"UBB M ^XH%;-'?&=OX M@U#4P T=M:?<=N PQU-8V.M0E).26AV*-
N0'UIU96C:S8ZM;L;.Y64Q,5<#J M#[UH,K$':<&F3*+BVF2T4Q5(7!_&D=7_ (#^=(1)130>/FZTZ@ HHHH Y#QF M2-8\,XQ_Q_CK]*Z^N0\9C.K^&?\ K_'\JZ^F]@"BBBD 4444 %%%% !1110
M4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% $- MU_Q[2?2G1?ZI,?W11,NZ-E/0BEC&(U'H*S?Q_(!]%%%: %%%% !1110 4444 M %%%% !1110 4444 %%%% !1110
4444 %%%% !1110 4444 %%%% !1110 M4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1 M110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444
%1R MN(P6;@ 9)J2L3Q1>&UTAT0_O9_W:#OS51CS-(B=T&HG)QQL]A78TF,FLSIC4E'9G(^"O"$GAF"?SI%>65LDKZ M5UV*6B@*DY5)@TA3NC/2L"YC,/BN. M? Q)'MK6DFV[=F8UI1C%?
TKHJY[Q#_R%-%_Z M^?Z5T--[%%%%(HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BB MB@ HHHH **** "BBB@ HHHH **** &2G"-]*$^XOTI)@3&P'7%+'Q&OTK-_' M\@'T445H 4444
%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 444 M4 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%
!1110 4444 %%%% ! M1110 4444 %%%% !1110 5R?C<75M#9:E:$!X)E#@]"I/-=965XBA$^AW:E= MVV,L![@5I2E::,:\;TV7X9A-#'(.C*#4U9'AZ5YM LW<$,8QD&M8=!425I-% MP;
<4WV%HHHI%A1110 4444 %%%% !1110!@:^@;5M&R.ES_2M^N?UY]NM:*N M/O7&/TKH*;V ****0!1110 4444 %%%% !1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110
444F: &R=,9Q3@,+BFLOF#KBG <5"UU 6 MBBBK **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH
*** M* "BBB@ HHHH **** "BBB@#&\1W&K6UFCZ1$DDN[YPW]VN6LO$/BE+FTBN+ M%3!+)L9^XKT+K3?+3CY%X.1QTII@SM(S(GV9'5>@R6P>?I3+/
M5M7NO$JPFWQ9H[([9]!76;$W[]HWXQNQSB@1HI)50">>!1BBBD 4444 M%%%% !1110 4444 %%%% !1110 4444 %1RJ'0H1D$8P:DIK4 <_X;GEV7<$ MI&Z.5@J^@[5T(Y
KD;*3[)X\O;20M_I$:O'QP<=:Z\=*UJ[W.?#\W+:7<*** M*R.@**** "BBB@ HHHH **** .;UX%O$&B@D;?.S^-=)7,Z_L/B/1 V<^;D8 MKIJ;V ****0!1110 4444 %%%% !1110 4444 %%%% !1110 4444
%%%% ! M1110 4444 %%%4KFVN))7DCEP/+(">IH NT9KD-'TC7;;5([FZG)A).]#)FK MM_I>K7&LRSVUYY%NT051UPWKBJL!T .[.#GL:6N'TCPWX@TOQ+:74NHMG%=S4M -
'"D]*5>145R";=P.N*DB_U2?05,=- '44450!1110 444 M4 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110
4444 %%%% ! M1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %% M%% !36IU(: .+\9R/I6I:7K**6\MS"P_WJ[*%_,A1_[R@UB>*]-&IZ')'NVM M$1*#_NU%CD02E!71S_ .I?
_=-*+34H9U$4:;"K$\<]118 MTI1C*5IRLCOH\^6OS[O?UK+\1>(;3PSI;7]Z6* X5%'+GT%:5M#]GMHH1R(U M"Y]:BU#3K74[8V]Y DT1ZJPH)CRW]
[8P?"WC:Q\6^?':Q36\T(R\>N/K6OK.DPZUI%UIMQ MD17"%&(H+GR(;+7K=I[&7>JGD'K6G)\PVY(]ZP/"WA*#PO'.D,SR MB4C[W8 8KHB .<4-
)CJJ"F_9[=#)U77-.\/6\+;:Q2.X6(VLID^8=HI!TI:0PHHHH **** M "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M**** "BBD)Q0 M%%% !1110 4444 %%%% !1110
4444 %%%% !1110 4444 M %(:6D-(3V*6HRFWTZYE'58R16-X+LUMM#\W)+SR%V/UK6UD Z->9_YY-57P MO_R+]M]*VO:B[=SGDKXA/LC:%+31UIU9'2@HHHH **** "BBB@ HHHH Y+7,
M_P#";:+SQS_.NMKE-;&?&FCXQD G]:ZNF]@"BBBD 4444 %%%% !1110 4U1 M@FG44 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! MFD!!&12T@&!0 M%%% !1110
4444 %%%% !0:*",T -/J>U>-10ZS%\4&:9; M@,]TS0 Y*>7_ "KV8KFF^6NWUII=I';& M<1RR@2&!23^E=7X0^U#PU9BZ!W[>,]<>];;(K=0"/<9I C GYACL!0:.HG34 M+?,;<3+! \K*BDDBN1\-
>/(/$NM7.GPVE< M_I'@C2=%U^[UBS$JSW(PT9;Y%^@[4Q0<%%\RU+^O3PV^AW,LZ[HPG(]:X33(M8IK2.9(*WZ"O1-2T^/4]/FLY20D@P2*Y6/P7>Q6ZPQ:HJ*O"_+T%%9S3:T,6
MKD!M4"AS$0HX!)IFGV\,GB"WMI1G(,F,^E:,7A/4%4+)JHD /0K2:;X>O=/\ M4K=L1+!Y3*9,]ZI)VW)47356\,#'A^U'M5G6O^0/=_ M]'L?V):X_NT_7#C M1KO/_/,U#X:YT"U/^S6O_+GYG/\ \O\
Y&P.M+31UIU8FZV"BBBF,**** "B MBB@ HHHH XNZ;'Q*MQD_ZFNSKC+E ?B3;L3R(>!79U4N@K"T445(PHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@
M HHHH **** "BBB@ HHHH #TI%^[2GI2+]V@!:*** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH
**** "BBB@ HHHH **** "BBB@ HHHH M *AN?]2:FIDO^K- #E^Z/I2TB_=%+0 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !2'K2T4F!5O;<75I- 3@2(5SZ5B6,MSHAM["X7S(#PLJCI]
M:Z3FF/&KC#*#]:TC.RY7L93IW?,MQD%Q%/DQ2!L=<=JF_&L0:1+97_VJR?:C M_P"LB)X-6H-5B>803J89C]U6[_2AP6\0C/I/0TA12*05D5!J+12;AZTM M!1110 4444
<9<<_$>#CI#UKLJXR93_PLN(_],:[.JGT 6BBBI **** "BBB M@ HHHH **** "BBB@ HHHH **** (Y)5C +, ,XIX.:4@'J** "BBB@ HHHH M **** "BBB@ HHHH **** "@#%%% !1110 4444 %%%%
!1110 4444 %%%% M !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !39%W(1 M3J0G%
HPH%+110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1 M110 4444 (>E9VH:1#J#)(Q*31G*.O45I48IJ36J)<5+1F&UQJ&G':\7VB$? MQ+]ZK]GJ-O?
1;HFY[J>HJV5!ZUD7VCG$D]B_D7!YR.AJ[J6^ABU.'PZFL.:< M*P=(U*_,;PW]LRS1]QT<>M:UE=I>1&1 5P<$&IE!Q9=.K&99HHHJ34**** . M+F!_X67$>WDUV=M &Q11 M10 4444 %%%% !1110
4444 %%%% !1110 4444 %%%% !1110 44U_NFE'0 M4 +1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444
%%%% !1110 M4444 %%%% !1110 4444 %%%% !37)"Y R:=4E #QTI:13E ?44M M!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 % M(1Q2T4 ,P.]9&A23227I< ()B%K8;
[M9FBAL7)(7S3C%:1^%F4E[\35%%%% M9FH4G>EHH X^SFD/Q$O(?+#1^3DO_=-=>.EZQ=DC+N3GGHM '2SW>G:W;O;),-_\)(Q M@USR//:7._!6XMSAA_>6B>)X;G[-,8UE3E'3L?>KDA.I6?
VE!B]MAB11_&* M.GLKN.]M4GC/!'(]#5BN.TG4!8W0.3]FF."/[K5V (8 @Y!Z&@!:*** "BBB M@ HHI&8*I+$ #J30 M-,B*VUG4$]B:Y_6/$"HAALGR^<,_8?2L-6:13+,)V! M_P"6^3A:
.^HKG=&U1XYQ97,F\'F.0]ZZ*@ HHHH **** "BBB@ HHHH :YP M#QVI5^Z*1NE.'2@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ JIJ6?L3D#)XZ_6K=5KX9 MM&'T_G0!.G^K7Z"G4B_="TI: "BBB@ HHHH **** "BBB@ HHHH **** "BB MB@
HHHH **** "BBB@ HHHH **** &M]TUGZ-_JK@^LS5H-]P_2L_1O]1/\ M]=FJU\+,W\2-*BBBH- HHHH YFUC\SQE=R;R"D?"]C72]JY.-UC^($J-U>'(MYKK*U2VUK#:1".% JBIJ "BBB@
HHK/UB_.GV1=? M]8QVK]: +,]Y;6W$TR(?0FJ5W);:K:26\%TOF$<;3S7*VMM=ZG=/CYY.I9SP M*;)&;6Z,3NJS+_RTC/ H @D@:-RC(0R'#K7H+PXMV(Z\4 3#H*6D7[H^E+0 4444 %%%&10 4444
%%%% !1110 4444 M%%%% !12!@>AI: "BBB@ HHHH **** "BBB@!K_/F&7[ZCM[TFF-;WH.FW@#[>8G]/:J,,5W>70CA= MIB1AV/W<5U>G:3;Z>@*KNE[N>M $$'AVSBD#ONE(Z!CTK6 &
.U+10 44 M44 %-9U12S,% [FE) !)Z"N'U74+B_NV4%A&&VH@/6@#8O\ Q*(I_+M4$@4_ M,QZ?A3- 7!3(R5'4"GV%Q$-]I*3]EGX!/\#4 M
5OM=Q91RVD3;0[9+#J:LV.A3W433SDQQ@$Y/4U''R#.I7&#L'6@!FE;DO('ZJSE"OK5^]T&Y%\T-L/W$AW!CT2I=!TN1IE MNYDV(H^13W]ZZB@"&TA:WM8XGE%!Z4 9FNZDNE:/<797<$0\5
M6\)1R#08IY#EK@F7'H#VJEX\)7PK.WK6> M(+G[,\^UA"3\Q/>D!8>$V\X1#\R_/"_]X5UVE:@NH6@8\2+PZ^];JH[-6KH27$FG>7 M>190?@%2449&<9YH **** &NZQH7< M@*!DDUS]WXG
E,=G&'/]YNAIOB:YE+1VD9(!&YO>J&GZ7:M8-?7LI$7154\F M@#4M=<>9OLMY&(Y) 0K*?EK"C86]TDS#(@E^<>O-0)(DDC0+D(6S$$2>5JTB2
MSEI$3=,@VRQ_WAZB@#M8I4N(5D0AD89KB]1C@M]4G@!'EL>/]@TVWOYK16CB MN&B0]$85N* -W1[E+V%K&]17DB'&[N*TX]*L87#QVL: ML.^*Y/3)6&IVI0DN&*D?WA7<4 &!@4444
%%%% !1110 4444 %%%% !111 M0 R3(0XIP^Z/I2/]TYI1T% "T444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M4444
%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 5%/]T<9YJ6H; MAMB!O0T 3=J*0<@4M !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %!Z44AZ4 U\'VTB#+"
8Q70_\ =UZLXH+_ &F3\D7K_5[6P4[W#/V1>M9VEZ^U MS>M#,4YC#:3>7:-YTN<"0C@?2N<[3M M;NY6TM7F?D*,X]:XFXO[[4YRFYB&Z1KTQ6M<7[:CH$$BGB>(CS![>M0:%)%%J
MWSXQ(@$;'N: .6-O);^)##.#&X3Y?8UT4LS7D4=T!NG@&R5?5?6J]W"E_P#$ M"XM6Z_9LJ?0TR"X>UG$B??C.UQ_>%-H!]LEO%=+++$TMN>0%/3ZU=U36([J% M;6"+RX0:EM?#$,
<@>XE:;'08Q2 9X:MGS+=N M,*WRIGTK=C@BB9FCC568Y8@=:>JJBA5 "C@ 4M !1110 R4N(F,8!?' /K7& M#4KZ/4&N97)>-L/'V KK;V^AL8&DD89 X7/)KC+^^:XOA<>1Y1821L"&YBR<02,.?
Z5UE]H=M/9 M;8$"2(,HP[T 4#&/$21.'$,L1(E'M6-."&:WB+&%'VHI/4^M36]S+9W0G (> M,[9T]1ZTZYC\IW?RV:VF.])%_@H LW6EV^G:-NG.;IR".>16='>'>7!GBFB!%R MN -
H^*>MK=ZE<(BM)*!QYC] *Z^PTV"Q@1%4,Z_QD7 VX'R*>OUKI:** "BLS6-6738E"@-,_W1Z>]8":MJ+R,XN$\P<[. MQ% '945GZ3J:ZC OW1]*9+RA'M3U^Z/I0 M%%%% !1110 4444 %%%% !1110
4444 %%% M% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%% !29I:QM5M]7FF0Z?<)''CY@WK0!L9S1N%8?^)E"4[#'2ECT_P
5!CYFI0L,^G04[=7FES7+2:=XG9\QZC$J]ABHQIW MBO/.HQ >HHMY@=9N%+FN3_L[Q6"3_:<3>Q'2G#3_ !/L(.HQ!CWQ1;S ZG-& M:Y?^SO$I"C^T(N.I]:M166MQG+72-1;S WB0.M5[PCRLEL#
(K,-MK?F BZC* M]^*JWNGZ[,4\N]CC /.>]%O,#I5^Z/I2YK$CMM:48>Z0\>E/6#5=OS7*@CT% M%O,#7S[&C/L:P'BUU4;;<*Q)^7BF+!X@V_-=)GV%/E\P.CS29K!\K7-O_'RN
M<>E9N)9_&;MRL*A3QCO2-/XT&2(X3CM1R^8 M'<9I,BN&-QXV)!\F(>V*KRW/CW=^[CBQC^[1R^8'H)(%)N'H:\X:[^(> HAA MS_>*T_[5\0>!Y,/N<4/]A'EQ;NWRBK-M?^.84_?V5O*3
MZ'%'+Y@=WFDSSWKB?[9\9[L?V-"!Z[JCN=2\<2HGV?3;>-E?+9;[R^E'+Y@= MUFES7%#5_&3,0-'@]WIDFM>+[?;YFE0G><#:V:.7S [C-&:X8ZUXOC!+:7$ MW/9J4:[XK)/_
!*$Z>M'+Y@=Q17"_P!O^+.VDQ_G0=>\7 C_ (E$>/K1R^8' M=49KA3K_ (MR<:3'^=,'B/Q>"P;18CQP=U'+Y@=[FD/2N"_X2+Q?N"#1HSQD MG/2K+>)O$PB5AH"=.27/%'*P+GCM@OA.YR?
2KVF2(OA&V>12R?9QD >U<+X@ M\4ZC?Z3):7.FQQQG&YE;-)IVMZNMO"EO#E0@"J3P1Z5M*ZI*/FU4;O6-0OK MF*Z31V3>A9B#P0/6H+;Q-?64,T!TC[5&3Q&.?RH @BOIQXQFN2Z^<8-F[VK<
MTW2I]3E8J2D8/S/7(P:E.?&4@&B'>T8(MBQX]Z]!LO$=QCRSH\D*KU %4UL! MOV-C%I]N(8LXZDGN:M5BC7)@NYM/GQ["I!KFXC;8W/OE:5F!K45S.M:_/!&D M<$$L9DXWLM&AZV%TZ43I,
[0DEVQGBBS Z:F%@RD(XW8XKA=2\3R7LWEQ>;'" M>@4AHL!H:I8&PN3$$<_ M9Y3F,_W36UH6HFXB-K,<3Q.XB W MN/.C//R=5]Z=F!UFOZ=H;-U6->"Y[_2LC6]=^USJP2Y%MZ%,,
[9D]17:6\Z7," M31G*L,BN&U?6;2:X%S;VET&(Q(#'@$5)H?B+[%O22VN3;MRH"9Q19@=U1FN> M_P"$OLN/]%N^?^F5//BNS7&;>ZY_Z9T6 WJ*P#XLLP0#;77_ '[JO=>-;&&,
MB.&=I>RE,468'3$@ D]!7(ZOK,]Q4#&%(5.W(ZL:2T\90S6\L5Q#-YN"!L3 M-8EMJT$)MS)#*VR0ELK2L!=:"\A7SG2=$_O9-;&DZS+%(D%XVZ-_]7+4TGB:
MPFA96@N#&PY/E\8KD/[3@S+&%E,)8E..1Z4[,#TN7E"?:GK]T?2N0T_Q=;;)8 M;;U)@8Q@OMZUO'6(%@AD\J8K+C V\CZT6 TJ*J)J$4D;. P [$-=TYFVBZ0FBS TJ*H M'6+$?
\MQ2C5K)B%$X+'M19@7J*CBF69 Z'*FI*0!1110 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !2;12T4)M'I1@>E+10 FT4N!BBB@!"H/ M:C]*6B@!,#TI:** #%0W$8D3::FJ.7H/K0
\#@48%+VHH ,4F!2T4 &*,44 M4 %&*** "BBB@ HHHH **** "BBB@ I,]:6B@ Q1110 8HHHH 3 HVCTI:R MM;U4Z?"J1#,\GW?;WH TF>-/O,H^IK(\0)<2V&^VE^13EU4]17-1)?ZA*TBI M).W?
G%2P33VLC^4SK(OWX7_B'M0!SNN;5TR7.2&Z5W%CI4=YX4L5"A)EA!5@ M.%:.K6R2QIJEH-T;C$JCTJSKVFN6%[;+F3HZC^(5+H-A< MP6TBW(BDZ1'M69L5/#U;;-II5I9%FBB&YCDDU:CC2) D
M:A5'8"G=Z .!MP[?%JXW8*"WXXKO=J_W1^5BYI^!Z5P]Q!<07C&]DD28G*2C[M:]AKSQ,L%_W^[*. MA^M2!9\20!M.$P7+1,"*Q+.0QK>0H!F:+>1767*)=6,B@AE9#@BN,LV\JZ@5 M^26,3GVH
CM98;.XBN&A$D>WY ?[U)-)=:Q=C$>YNRJ. *LZA9-9S-;2\1$[MH9.PIJL66J-IEKY8LT\S^^#UH S'MI;&\>/"^9%@DCM6AJ5BL21WL40:&=?G M4#H:J1?4-_KN(H$CMTBP"% '(H R]
@G2QVW,*A0?DR.<5JB MWA!R(D!]=HJ2B@!GDQ?\\T_[Y%'DQ?\ /-/^^13Z* &>3%_SS3_OF@0QCI&O MY53O]7M=/XD;<_\ <7K5&/Q/;EP)(9$4]&/:@"OKNJB1K6U9%FBB&YCDDU:CC2) D
MMU+&9OLTCQ]2XI\[I*\TV=^9@<^U=S;&-K:,QXV%1C'2@#BHIPD'E-^]M'X8 M,/F0^M1&$V\P50OFQ_-&P'WUK6UJRCM+Y94 $,X(=?>H+6S:_P!(=D_U]NYV M'U'I0!O6,MMJVG\QIR-
KKCH:YB[TV>7T\O/LD<.]MVZ%@.E7Q#3/0VKJMH)!P)P,=X,1S2+.<:/>R?+ D>'I8Z"GS*0!4#Q-)AMQ5NJ&\#%!,S7MX^2*N8X(B^K&0)[BN=P4ZH?3M2S'4 MRCGBTH5WJL[5<#8G@;=9&2RL@P0EKBQ_)@4:&CYWBKSXGBT;&,@3%Y<5%-,\
0'#RM70^(;/S[+SQ_MUD)SD=Q7,"\GMXGCB@AE9#@BN,LV\JZ@5 M^26,3GVHP$9:'S%9R$U $TH_^GAV1V9@O5MV!.DSKDX$9?+6&4Q!;1M2)8Q*8#S M-_Y#Q!X.Y)UJ_2AIFNJY20X=TMU:3HI(H@TNV]U:K.[9=N*,5..5N5A1@%"H
6;;0G:QGNITV*JDHI')JQJVHR2&$PQK#]9MZFJUUK#:1".%PM_5RL"L'&PU!@?P M#QC_VS1U=O2,+R1/WVLW8K2$N3T*(VZMX:S[9Y)C^>'Y.6VL$CW#S,V'P\#Y
%%%% !1110 4444 %0W!(" MX]:FJ$$E$R:&^.S^T-W)?^+?\B5OQMF[ZD5E)4PFO#3S3N$I]?B$[;?TS%W2I@\9E_@4U4F #@0P+2D/CAXGA6KJP#&I0\$A%=1/AD_9@E1$\3J
M#OWK*U&\BU&\:2-[:^<3D7!(&Q3'S&DL<6-UFW8\&DX Z!&?H\:S8F#FCO.8WDKBN8JKBWS'+#E!<,5B&IE;D#LMU
\RGN+E/'=Q<[0D\2_=]17HEC>1WUUKWUHDR'K]X5HA^@+U53A@-!SRNZJ.Q&X* M9[<_P!H5T.:NK7J=\I%DL2\/6[.@*%L5,LG#A\5Y(@EB+N0B\\9M*XUQMA,D]4PB&ZW^;
8/B,M)!_%&W5:IW&TL&1N;> >U7$/)_G?X';:88@EXEU,;R$-BI/2B%:\EK]U!D5&C5L;EQ"R? 5W]C;_T;5,Q6E^%\(@N!2&+>F]H?Q7,R/_HX)]/DS?CGZO7!@K@3^Q4,RO(YAT)U^F5W)U.6/0.+
= MUC1G8X51DF@!U0WUEE_NJ2/K6;:Z]%%@RIN-11LE2/V>J+@.2.$!Q,(GH:@R2MHSP\0F@;I'3E8U/=[NX]>(Y4>U)Q5RV.+1'2W2F,!0?C(G/Q3*P#8&&[Z
Y+5+:UTZX002!E9=LB#DT_3M5FT]#&N)[;^'GD>U9M MX(A=3"$E@9>#_.NG?PY8W 1\.A*C(0X% '/:CJD^I7"?:KN:DN81$JHDTNT'#N.<)3:_S%28;"_LF.'Y
$@#).!6'=^)((9#'=>%VG!J1/=ZI<.8X3:VKU(CT+X\7D"7Z88EIXK-X-3M&XKOA^5"Q"X:ZRF:E'NH7R@HIN8)L)HKK-<,B81S/#)(M'^P<1K+<$4'Z\N!B
R3O+93L9E(R'QQ]*IG0+HWLD8VCDO#$I,_5:R-E-\6>UJ7IPQ4Q"F(9#8S0&#=XT:8K;3;"U:X71P/ ,9$-Q\RO<0+GW83+(%9GR'9?2(S(@#:"$?1(KEAF83[C
2F38\L@T]?NCZ4 +1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10
4444 %%%% !44XR%]C4M5KJ0H*@9W-B@"S1110 4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 5Q6H6S6^VJMB.A*P*W@VRC7M[YSIX#^N8!B[YJ"
(U)+VU4,0LR#:RD\UA^(S VI1%6#';XBL\>GKE]ZEX[+E57EC$:(&]%?(P(ZB<@O:(.?&PN6R++8/S4=.CS-:3F4:-P@B#'7]-:?"TGJ1\
M[YS6C;P)0#&,*HP*DH];/A=L8-<?[;,)K_$D*L%MT@24T3A,KJ3/=5IX@/=V=EJBE3#TG9ZP=6P)\ZPXPD]U9/]2U;E#"#G#]-6"SE$N26\81T?>Q5P\]9B2/8
JT\G0=!ZFN/GU>]OISAW0=HX^]?"E*KX1A$LG6S'+;\K>8DGD6@7+1+J?'6]UG=H(7L;K(S+T/(*-5]M\?\NQ@5OZ9K'IVO&5X^0CN.>+UDKJ,GBT:0*$%3Q^U;-$+[6W`_.9Y%NQFW
!11 M10 44V21(D^=*QRN+DIKGD0C=D(,3Z!V!%HN5H;NS<&UA0T4M>?X6:2)IF:GV]#J6\/KZN%2M8T5*S43#-.;^%B!_A!8"E3@>8UPC@<+X[=/YA*O
Q]C70O>W+>J@GM0"X7#'T]=F>.2>":%X$+C=(&):(*=C3[H@@)4]/8?=G=.;VGHCEL&RA_Y$!;FF0[+D5>T8,Q2RA@U\1X"X;S'N*\D1F9EEO.HA[;FIA7"D
(XJ"_7S M-2NS(3D28/L*ZQ-+LI!(O*0J5&& Y^M &%=1E\1#+4,8/E3>0&-E7R_;1=W!:
(-T9]2*T8X+3^W;7:DZ:$-6\F;9Q?#YHYU2VP5\T`'(G1?=J0[X(2$J)0F2H,/Z/K0AZEV9O#9JJBM(_SR*)?>$Q>>U6Z?D((!MX4DF85%S/V)MX6D>+U.T(HOC
Q&2:>OW1]*9+RA'M3U^Z/I0 M%%%% !1110 4444 %%%% !1110 4444 (#GOD4M(!T%%%% !1110 4444 %%%% !1110 4444 %%% M% !1110

4444 %%%% !1110 4444 %%%% !1110 53O?]=;#U>KE13XP"1D@ M\4 2T4#I10 4444 %%%% !112$$MG/'I0 M%%% !1110 4444 %%%% !1110 M 4444 %%%% !1110 454OM0M["(O,_..%'4T:??
Q:A:B6/@]"OI28'/>.@6T M)0!DF48'XUT.G_N]+@+<;8QG\JYKQQ,=^E=4FOJ\%YLX:<7]:F^EDRBN8[AZ-O@^Q%\Q.=T)]#Z M5!(ADE#.G[Q.)(^F?I4\]NEC-
)8SOG@,KC^$U9M3:ZD4M[HM%>+PLJ_Q"@## MBNXX/$-Y<00^6YC\M5/\(]:V=$M7NK^)@,Q0_,QQP35"PT>W?QA=VMQ,[&-= MR_[0KO+>WBM81'"@11V%-] 'F*,R"0HI<O7LMU>-&K?N
M4P >M.A\-74EH)@P5R,A#52XM9K>:2WFQYRX<$?Q>PKL-+OX[ZS1U(#@89? M0T M2:'??9+D6K-F"7F,^A]* ,:\M9[.4K-'M?L1T-=#X6F$EG+;-R$/(/O4
MOB*ZM39/;E@TY(VJ.HJAX:#)J$B@<;/FQZT =+;VD%JI$,:IDY.!4U%% "$@ M#). *I2:O8Q/M:=<^W-8_B'4)6F-G"Y547=(1UK/M-"O+NV$R!%4\C=U- '8 MPW,-PNZ&17'L:EKA(#<6-
RWEDQSQ'YH^S"NPTZ^CU"U69.O1AZ&@#GM%:E]9QWUJ\$@X(X/H:XV>.>RN5CD) M2>(_NY.S"@#J=9L1>V+ <2)\RGO7-Z;-C48MWR^>#&ZU?/B27[(5:V/FXQGM M]:S=&@>]U*(X)$;;V/84
7+KPYWM6AD4"U3LQ:*** "BBB@ HHJK=:C;69432 %C@"@"U12 MAE!!R#R#56_U"#3X?,F/)Z*.IH IZ[IGVVV\V,?OHN1[CTKFX+Z:QWS6_ <; M77T-:#>)KMWS'#&J_P ()Y-9=Q=I-
?;RH=OEW48# CC>*I7DODVZ69YC>560^O-=AJNF?:;&.:$8GB4$>X] M*WDE[*+\V:GO5"SO7TUII8(TF67G=G[GM3+ M&]6TN-[#,$ORS1GL?
6MT>';"4B2,L(VY"@\5@=1S]E9W&LZ@SN25SEW]/:NJ ML-'M;#E%WR?WVZU:M[:&TB$<*!%'85+WH XRUV_\+*N\Y+>379UQELC)\2;I MV. T'"^H]:
[*JET!#J**3(/0U(%/4=4@TZ/,ARY^ZHZFL(^)KHMD0Q*.RD\F ML[4Y'O-1G9C]U]BD]JGO!IEG:"%$$]T1S)GA30!8N[F+68L%/)OHQE0>C#TJ
MCIUR=/NTN>B$[)5_NU269PJ=F4Y5^XK1G020B_C0^4_R3+Z'UH Z#5-.&I0Q MW%LP$RC*-ZCTKFG\^TG9G26W?HVP<'WK7\/ZCLE-A(VX#F-OZ5=UY;S[+NM0 M"!]\8R<4]
&AJ>B#4/+F4B.X 8^M6]-TR+3H2JDL[I?VBS)U/WAZ&N=\0W0.IHHP3"N?QJOIFH?8;I9@ M?W$IQ(/[I]:)=7B*ZU<;N/.CPGN:UM$U.&2R2"60+-$,,#Q5C4].CU2U4JV
M)!RCBNNHIM4$EN<[!@L.YJ32+W[)?HV<0S<.. MP-3:9HANY1<3HL<(_@!ZUGW01=0E1,>6LHV8]: .]JO=V-O>Q[)XPP['N*FC MSY:YZX&:=0!A?\(O;^9GSY=O]VM:ULX+*+RX$"C^=3T4
%%%% !1110 4444 M %%%% !1110 4444 %%%% !1110 4444 %-+ ,%[FG4PXWCUH ?1110 4444 M %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M4444 %%%%
!1110 4444 %0R+,7^1E"^]344 0[9\?>6DVS_ -Y:GHH @*7& MX8=<=Z"MQV=:GHH @VW/]]* MQ@Y=J&5 TD9+8(/]:8$HZ"EH'2BD 4444 %%%% !1110!&S M,&P%)'K3R<#@4M%
#02>H(JM>W]OIUNT]Y*L,*GEV/%6ZXWXE:'>>(/"YLK' MF8S(V">" >]%[%PBI229T=CJUCJD)DLKA)E'7::H>(?"UAXEBCCO@Q"VOOL4U]$E MQG;Y9/.:U0Q
MKD/%=I#XSU_2PBRP26FXDN#M.:N5*45=G-0J0JRLNAVDGBJRS'Y(,@;!)'85 MFZQI\KW@N8!YL,RY!)^[7)P2KI.H30$-(GW"2/3N*Z&RUB2*&33YX6>!ES&> M]3R-DNI%'0:'J$>U;!Y=\J#
[W8^U8VO2/<:I*I)VQ# K'%_]EE51$Z3(=R-C MJ*FN-;BN;EK@PN/.7;)Q]TTHJGKGB:TOO*\F%]Z'))';TH]G*UP]I&Y MCZK(?L\6T'"R90G^5>AZ'J*WUB@8XF0 .O\ 6O/YYDU&PM8%C,;R7!VLU>@:
M/I<5A%N!+2,!N8T-^ZEV!4I1?M&M'L12^'K:6_:X;.P\^6.A-:T:A(U4*% & M !VI]%06%(:6FOU!)P : ./M/M%Q\1[N1E"P0P;!GJ375W-W!:1[YI H]^]< MOI?D_P#":ZK%]JS;SH97>)3^\BDZ@5+X9CA-
])YH'F@?(#5_7M-V_P"G6Z_,O^L4 M?Q"D!D7:1M374Q1)#&L<:A548 % %.PTBVT\$QKN<_QGK5\]*** (O)0 M$L(TW>N*BO+Z&P@\V9@/0=S5JN,\02//J,HS\L(P!VH T!XH+,2ML=GUYK3T
M_5[;4!M0[9.Z-UK+M/#<$U@DCR.)77<"#P*R9;>:RNS$Q*7"?-&XZ,* +5QI M%R^N>2^6CD;?O]J?K&F"PD$D:_Z+(-K#^Z?6MW2=074+4,>)DX<=P:MW$$=S M T,@RK#!H PM U
HWV"9LDXJ_KD5Y-8E;0_Q =2*YBYMI;&Y,#':\9W M0OZCTKJ](U :A9A_^6B_*X]Z ..26XMT:-))D!X=,')K1T;199YEGN%*PJ=P M!ZL:ZTQH3DHI/KBG4 %%%% !1110 4444 %%%% !1110 4444
%%%% !1110 M 4444 (K;NU+110 4444 -W?-C%,+#S0-ISZU)BF,?WBB@!V[V-+N]J,48H M-U+110 A..Q-(7('W33J3% "*Y;^$BG4F/6EH **** "BBB@ HHHH **** " MBBB@ HHHH
**1C@9)Q0#D9S0 M%%% !1110 4444 %%%% !1110 4444 %%% M% !1110 4444 %%%% !1110 5!.I,D39P%;)J>JMW)MD@CQ_K&Q0!:'2BD'0 M4M !1110 4444 %%%% !1110 4A /6EHH
84%&/84^C%,.HS'L*,?2GXHH%8 M8$'H/RK+UC4X]/"HJAI3R%Q6OBLS6=-%];;D&)X^4/\ 2EQ* MT;'[P'*_6NCB6UN4$B!'4]"!7$2Y*F8+A@=LJ'U]:EL=0FL9-
]NL3^_I6QK%W;ZKIBSQG$L1Y0]1FJV ME6ZZCI\UMG$T9W1&D,M>6FM:;N5%6^M^H Y-941B5]TD8,3'9,N/NGU%2P74 MEIDG494NK!E$4P_>>U %6;0+G8IMECN(3RA/4"EMO#$
MTS@W2)$@ZA>2:Z;3[,6-HD SC9ZZZ$E%%03WEO;?ZV5 M5/H3S2,B>N0UW6)9K@P0.5A0X)'\1KIXKR"Y4B&9&;'0'FN'8&*221DW%)LL MI[T 95M'*NJW@,1\M<%R3@BMR"[_'(MYG,EK+P
3RAK%CFN=1\0W@1"S2D' M:O05K7>ES6,D*.P,DBYQZ4V I6:TN0 <3PG*D?Q+78V%Y'J-DL@P^(YKB5DMV\J+LW6C<=J-0D M2[G2Z Q%.NUO9O2M#Q);16_V:>) DC/M)'<5'IMDE[:7EJ>
&RA]#0!>\/WI MDMS:2G$T/&/45/K6GB]M"Z<31_,A%E6+6TALXA'"@5>_O4U% !1110 4444 %%%% !1110 444 M4 %%%% !1110 4444 %%%% !1110 4444 %%%% !49'[Q34AZ5$Q_>K0!+11
M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 C*&&",B@ M 8'2EHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHI"<#- " MT4U'#KN4Y%.H **** "JUTRB: $
M"646LC;!)S#*.Q]#7;21K+&T;@%6&"#7&7UD;"X:V9& MSE=W\- #;[0(;V]6?>4!_P!8H_BK4@MX[:%8HE"HO05)10 4AZ4M(W0T <+\
M2;Z_LM/L#I\DJ2M<*,1#)89YKL[)V>TB9P0Q0YK\1ZY::)]FDNH1(KO@$_ MP^]4SXO;89TA3RNQ+=:;-I2;IQBXVWU[FKJ?B&&S+10CS)1^0KFH+6\U>Y=T M^=LY9F/
J"YU"SO+GSH1L:3[Z>A]16IH&KVFGRS6T\JJ6P0:1ERO8JO:SV%R M$D!AG/W9%/!]J=([SL]R$RWW9T'\Q70:^]G)HYGFE1 .8W)ZGTK!\/W:7&J(M4(8LNV0=J!-
,R]#OC9:SJ$EOM?!V@OP:OO<76IWF2"\QX7;T6DT:TTN]\9Z[M;,1(R.#L!QLXKM;6QMK-<01!??O05)6=ANFV?V&QCA/W@,L?>K=%%!(452N] M5M+(XEE&[^ZO)J.VUNQNG")+M8]
PQF@#1HHHH J:E9+?V;PDX)Y4^AJMIFB MQ:G/-(0"[$DGTK%UAVEU*]S_R MS&/I44E]/)9Q6[,8H%7 5>K4 ;5Z^FZQ=_9E?;<++]V4=/I5)_#VH!*867^\ M>M&EZ)-0* %HHHH **** "BBB@
HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ MHHHH *",C!HHH 145!A1@4M%% !1110 54N^9[8?[=6ZK70S+;GN'XH LT44 M4 %%%%
!1110 4444 %%%% !1110 4444 %%%% !1110 54U#3XM1@\J7C!R M&'45;HH K6=C!8Q".% /4]S5FBB@ HHHH **** .#\21)J=_+'*N](?E /:M M6S\)V3:0D4F=Y7(.?NU#K=KY&HN6XBN1][T:M'1-
54Q"TN6"31\#/\0H'=E- MM)T;1K?%P-\Q'XUS@L+:61V"$%CF,GO[5T'B2XMI;F 1D,Z'YB/2BPTT:AHT MC*NV0,3$W]* YF8][=S7UBEC.H,2$?+CN*V/"^C&TD:Z>/8",*I[^]9]O<&T
MNEN2@W(=LJ$5VL,T=Q"DL1!1AD8H"[//?#FE%?BSXAU!;@*NT1F$=^.IKT<= M*\IT O\ \+ZUX#=Y?V49YXS7I5_J=OIR9E;+'HHZF@JINB[67KE^UC9@1G$L
MAVJ:I+XH7.YK9]GJ*AURYBU&P@N;=MRQ/EU[B@@R["PN]0N7V$9!^=VYJ2]L MI;.407(!W?ZJ1>#FM?PT+A?/+Q%(7.Y":B\2N#=V8'5"6/TH TM#NGN=/42_MZR,
[6K3K&\.+FRDE_A=R16G=W*6EL\[@E5&2!0!-17-VGB*26_031A+>7A#7 M2=1F@#DM2L[E-9F$,7F?:!G/85J:;H,=L1-M.H/O0 @ZA]#7)WFFW-M)Y3-#)M^ MZ6D"D#\:
[,\CI7AWQ*CM[_XN:1IUY.T-I+$OF,'*TT@.]LM'>]E'F20HO4A) M Q/Y5V%O%%;6Z11#" <5Y$EE8:)\4=+M?#%T9BT9-W$)-RJF.N>E;-YXZUF\
MN]7;1+:T%AI@^>6X;ER.H%%NP&]K(TT^*;'3Y9#'<7B-(%'\07K72PP16L*P MPKM1>@KQKQ+XCN[[Q#X-US3[/SKV:WD5+?/!;/\ *NT\)^,[S5M6O]%UBR6T MUBU3>(5Y#*>^:+,"OX9:
(_$KQ/E!YRLN&]L4[4&DO+YY2C:A;M%J$T0'+'S(O>D5+5E]]"M!$%AOD^U M#^$N.3Z8K*AD>UF+JI$L3?O(ST85Y[X@L+6+XDZ*]G+-;FY)GN6#G 8#)Q^5
M;TGB;Q#KUW>ZQI^DQKI%J=BRM]^7'6@D]9L;J*\M$FAQM(Z#L?2N2UNY$NIS MR9^6-=F*;X)UM+\@Q@K%."0O]TCJ*Y/7M1N=0U/5-.L7B6&,L;B5CR/]D4 = M_%J]OIFF0P08FF*YPIR
3ZU3LM7F;4C%>2(\E9OQ:LETN;0L0W$EB'_?B$X9SGIF@#J=5M[:RNUC@NDEWG*JK@D< MUW%EYALH?-^_M&:\R\'Z=X)O]:CETRZN#J,2>8UO,QRH]#FO4UQM&* %HHHH M **** "BBB@
HHHH **** "BBB@ J&Y#&W?8VUL<-Z5- M4-RVV%CC- %*WL)QB22^E?(Z=JE%I/R!=-CVIFHWXTO19;PQF3RH]VT<5S?@ MGQXOBV>Z@^Q/ 8,?,3D-FF:JG-
PYTM#HI+*;R65M1D0C^+@"F10-AXUU+S&= M<## D>XKS7Q[JFI:W\0M/\)6EX;2U8!IF7@MFMV'XK>OUI&T^;>VUR^F2QZ)2ETW8^OTK1U;X@-;ZS<:-IVE3W-[&H=2#\C+US3U
ZK['.Q)^VR\],=J:+" MX'_+_*17+VOQ)LI_"M_K(L9S)8R>5/; C<&SCBIM+\=/E']G2X M_P"/^>O.M:^(.OP:CIL=OI;6[SGRQ!*,F5_:MS5O'LEA?KIMK8&YU")%DNHP MP 3(R5'O3
ZG^S9R!_Q,)ASGBLJ#4].O-;GT:#7W?4(EW/"#RHK*F^*6E#3[M2:VM+BZNKA]AM(_OIV.:X'PN\8^.UU,M(U*S9TMH(XF?#?*Q<@$'Z4P/4E@GR\7]I,)2V=N1G;["I/L=P)= MKZ0IMP!_6O.8-
12_^+NH:P;A_P"S]+LESL/RDD=_6NK'C-&C&C2XDL)18S$*DA M/7/>BS*2;)M2UBRT>W>[O-:6*TAPCR SACTSBM6U@EN;6.<:A(RR*'5EZ$'D
M5Y%XDMXX]$\0P@B6UEO8&W'GY2>1^%=;'\1[&P\K3-/TVZU#[-;*6: C'2 MAB>YVCV-SY;!+V3>>FZFBSO=\1-V2 /G]S3](U,:OI<%\()(!*N?+E&&7ZU? MI7$4/LMWD?Z6V,_2F?V?
^6H%S\X?))_N^E: Z444@"BBB@ HHHH **** " MBBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **: V3GI3J "BBB@ H MHHHH **** "JUS_K[U(S- MC(&: 'T'I0.E!Z4 9][J]EI[!;F=(R1D
GDUXIXTETG7OC'I EN(I=/: >:P M?@>Q/:NE\>!Y_%B1,IVK""IS7+6>AZ;*UT'L 6>)V9L\Y KT88+FH^TBSQJN M:1I5_8R6YT>G^$X="\=1:MX=6.]TFY0PS+#("82>,YK$D6P\ :CKD'B&&QFE@
MOVW6[;LK,/2CX-ZD-'\/ZK,L4LJF?:J+R1S4?Q*UAM;UW0X)[&6)5+?*XP'] MZXH+FFH=SUY>Y!U'L3ZUX@TJUU[P=J E#'':00.7MXSDQ\U\4 MV%R;,M%Y-
DF=K2<=36(=/LH9&,=L@?'7'2NC\,6\X\,_:UA,T(8X*=_$DSR#+KCW]*^B?$\++I!NH86EN+< M A$ZM[5P'@+38]2^(6J:Y+&R2VR>45<8.?6O7AR,USWN=)/ NGRVVJ:C: MQ.MT\#LB1G&Y\=:Z?
2M'BTU"0=\K?>:M*D!XQX5U1?AM\+?[=U2SN)+RXGV2 MP$X);.!CTKIK_P :V]UX>TO4KOPS=7,-V-XBV[C$>V>*Z'Q7X3L?%VEQZ??F M184E67]V<9(K:M;=++2VBMXAB.-
BCV'%.X'CGA/1M1UOXGS^)8;"33M*50%2 M08+$=L5[31@>E%(HH/2D&>] "T444 %%%% !1110 4444 %%%% !1110 44 M44 %%%% !4-QQ$QV[L#./6IJKW;;8&^]@_W10 -
%%>67E3QAHY%PR-TQ572M M"TW1(7BTZU2!7.6VCK5Z'_4IC)X'6I,4#N[6/*O''A[6;3QQ9^+=,@6YBMD_M?1 ?,5'I[U?O_$NI^*[";2+#0KB,W,)$DLW 2O1?EW=LTN!Z4[B/#KXZEJOA
M/3/!RZ5+#=BX6.2;9\B '.[-=CX6TO4M/\9:W)*:5H]]+X8\5YLYE,^J*\2;<%E#=0/2NT\1:7=ZCKFA1PQL(T@E5 MY!_RS)3 KM\#K@4<$]J+B/!=+T:SM7M[#5].UF2X@NPA:)OW3<\,1Z5T&GFZ
M\$>.]>EDTN>ZMKP(\+1#.WVS7K)*C@D#/K2*48?*5/THN!Y/XPO-4O[CP[XL MMMM.F-G9RD3VI7]YG/!Q63JVFRV_B_4]6U6POWL[V-9K>2T.& QT->XbQ@H%!! M52,$ CT-%P/%++4-;>1[.A(J
(M,TBY>PEMVCEAE&Z0,3U/O4>A66IW_P_;)- ME*EK,N_X.:\Z\(>' M;[4OAUK"ZG;2-<,S>0L@PXV],>U>TX%)A1S@47$>1>!_#FHR_#.]CG@,.IW$ MS9W#!!90> :M6?E?
9+73=3LM1:97"E5/R#W^E>IX'I1M&UL9G6.]A98B,LZ@\U6\0I96[S-I=CJ5AK)MD,7VU?0?E M2%$+!BJ[AP#CI0V#=S!\'C54\+6 UMMU_L!D/?VS[UT%)@>E+4B"BBB@ HHH MH **1C@9I1TH
**** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH *J77_'S:_[]6ZIW1 N[7/=J +E% M%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444
%%%% !1110 444 M4 %%(2 ,DX JC+K%A$Q5IU)]N: /._'&GZO-XLCN+.TEEB6,#.3&R@)$3G(KVJWN[>Z'[B=6/H#S5#Q!?26=HD<3%9)3M##M7;'&3C3 M]FEH>9/+:4ZOM9;GEOP>+:'I^I+J-O-
&TTNY4=,'\J3XHRSZEK6AW>G6TLRV MS$2(%Y&:['3]-EOC*\DWE1)]Z5JK2F.&=HDE,D0Z28PC*/-%Q> MS.!O)Y[8F6>VDB1NN]<>](HH',9:92 M<<;N*[C3=9M%MK*WNKJ)+N8;8XV;YG/L*\I?7)
[GQ#JMS D;$_R<9P.U5+_ M %Q=6U?P?K6CVAFNXY&A6%^/G[_A65CID[ZGO611FO/M(\>:FWB6?P[K>DBT MU QM);,C;DDP.YK'O?B9K^D^6VI66F*GFJCK#<;GVDXSBBQ)ZU5=[^TCF$+W
M,2RG@(7&:DMY4G@2:,Y1P&4^QKQ/XC:+!H_Q!\,2V,DZ/J-\&GS*2#@CIZ#F MD![AFC.:\XN?'FN:IJNI6OA728+V+3G\N=Y9-I+^@%;_()\6/XIL+AKBS-I M>VLGESQ'H&&]J .DEFB@C:25U1%&2S'
%,@O;6Z!-O/'*!UV,#BO(OB!XH.J> M,HO"NVX-C#\UTMM_K)#UQ]*Z'X8S>&FCU"/0S<1S+)^_@N6.]3]#VIV [N>_MM+9PD]S%&Q&0'8 XID>J6$L@CCO(7<]%5P2:Y_Q+X#TOQ/?
0WMY).DL0V_NY M" 1]*\]T+0++5/B;);Z+//%9Z(<7+LQ/FOZ#VH]M!S12+]VEI %%%% !111 M0 4444 %%%% !1110 4444 %%%% !4%PS+"Q!P>QJ>H;D%HB!C\: 'QG]VI)
MYQ3LBHC'OB49P<=J:L&W^(_G64IR4K): >:_$OQ3K-KKVE^'] 9?/NS^^('S M*.V/2GZMIOC'PY9'4;75Q>+O &B07&H&'2%F\W[.B\D GY2? MK7L=M;Q65M';P($BB4*JCL*
/,=2\5>+AXUTW3Q:I:VL]VT<6\?ZU0.]6_B) MKNJKKFD^'-)N4M9+P[IIR<;%%0?$+4K23QEX5CCU*&&2VO&,S9SY7'?Z]*H^ M*;/3+OXLP3:S<>>5ITMDHB?
=@%OKVH0'61V&JV>@0V@U+^T;AY"5N ,8'I5GP M7'JD=GM8WPM+?9M7B@N#/IL5XZ6S,VXX!]:]" Q0!Q7CG M3M62TN-9L-5D@2UA9VMP.'Q[UD>!X=8U/3;#Q)<^(-MNX)EMS\RX],IJZWOQ
M*L/@O5V8XS:NH^I%>;^&,P_LVW+1L0WV>4@CJ#NH]4D\1Z-$KL^IVH"8#?O M!Q5][F".-9'E14;&UF. 9N6+9'>MCQ1K&E:K MI/AJP@O1).\T/RQ/R, =:+
>ASZYI=M,T,]_;QR*,LC.,CZBN+UK4]07XJ>' MX[2Z+Z91&5+:T)CR>A"UD^';S4Y=/T4V#E M]0998U#<_+@@&BP'T)#=6]SN\B9)-IP=C9P:FKSSX336::!-9";=J,,["Z1S M\X?O^%>AT@"BBB@
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ JO>W!M+. M2=8S(4&=HZFK%(0",'I0!Q/BGQ__,
(_X7DU*&U$]T@!\ER0.O-3VGC&+5?# M>G:U;6M;U]HFFZA;M!=6DH(I\<:1(J M(,*O %%T ^BBBD 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10 56O+^"QB,DS@>@[FK-] %+4-
7N+XX+&&#LB_>: MEMM*O9(_-AMD1>N'ZM3M*^SPZJ/M(#K(,PN>@KL.W% '#F-HKDH$-I=+RO/# MU-?WIO[2"24;9K=\2CV]:Z'6-.6^M&($R#E2YO=L2 M-/+CHK"@#F?
$.D2:O<:5;11EP\PWD?P\U:\0:!J'A;7K>]T>P%[I]PH6ZA)Y M1NF17?:-H[6K?:KD#SB,*O\ =%71J=M->/9H=\R#++#'2FBHIWT1X%I]A<:;X MXU&"ZT^2^#1%HX$8CR\\\XKI+^QU.QOO"NJZ?
X=G\NT=I)K: 9VYXY]ZZOP8 MOG>,_%%P\8$GVA5Y'08KO0 /:G2Q6?B'Q9XJU'7)M.N--M[:R:*U MCF7#R,0:X?\ L;66\,1:8/ UVMZLBNUZY+,S!LG.>QKZ4HJ3,R+2XN++PU#- M):.;B.W!-O&,G'+F?
0KW2[73G::26X3)'0?C7L>*3 Q MB@#Q[0AK7@'Q+X@@.BS7R:C.;FVD@&0WL:ZGX;:9J5MI]_J.JVQM+G4)S*;< M]4]:[C:...G2EP#0!Y!XLT*_P##/Q$C\;6UL][:2$+-#$,NIQU^E,V/37ND
M7'B'QWJ.F+81W"?N;8G#.>W'O7L!4$$$ @]C5#5]%LM;LA:7L>^$,&V_2F!Q MOB7Q9KL7PXMM2L=*DDO[]-C(H_U.[C-7_AIX3'A;PT@G9GO[O]]V:Z M](DCB2)4'EJ N. !4@ '2@!:***0!1110 4444
%%%% !1110 4444 %%%% M !1110 5GZF)C"#&?E!&Y>Y%:%0704P-N;:/7TH DBQY28Z8I]1Q<0H,YXZU M)FBP%6^T^UU.U>VO(4FA?JKC./I65:>"_#]E*98-B5BNPDC/%5?%?CG3?"\
MUO;2A[B]N&Q';1#+$>M48OB 1H- &!JG@'PYK-^+V]T]9+@.'+AB,D>M:>I>']+U>W6"^LXI4087(Y ^M9.K M>.M-TCQ38Z!.DQN;L9#JORJ*TM6UF73?]783SC&XL@X IH"UIFDV6CV@M;"!
M((0<[5'>KM0QLIZJPJ]X?UB76;22:6W,+(Y39].]# M0&G>6<%_:R6US&)(9%*LI[BJ">'-+CT%M$CME33V4J85Z8-9?B+Q=+X>NA&= M)NKBW"%Y+B,?*GUJ#PUXZ7Q+=
(EOIER+9U)%WC]V".Q-%F!T7]C6!TD:6UNK M6839Y;AKH"0HR2!]-P]12 R[3PYIEC?WU[M!;*MQ?'-PYY+^U)9^&M)T^=)K6S2-X\["/X<^E:N0.XKDM4\9-I_C_2_#0MU M9;U"YESRN*
-6Q\+:1INMW6L6EL(KVZ&)G!X;*V::&7H&!/UIU !1110 44 M44 %%%% !1110 4444 %%%% !1110 4444 %%%% !111 M0 4444 %%%% !1110 4444 %%%% !1110 4444
%4[S_(^K3I]\U@"W1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M 4444 %,EB2:)HY!E6&"*?10!Q5W9M:7+64A(4G=_H:Z#1-2^V0&&4XN(N& M!
[^]3:KIZZA:%>DB\HWH:Y:*:>";[2@(N83B5/[P]: .TGE2&%I)& 4#G-<0 M7\PDH.)YOE'?K3[[4+B_D'G$A#]R%>];&BZ1(L@O+L88#Y(_[HH W8TQ"B, M< TH1%.0J@^PIU%
#7.!6+I^FFSU:]O"ZMY[#@=16T_2N:T)Y)-?U;)=HU< M##= <=]I&M-2<)\KMI^I7\+H!XJ\3N.IN5_]!KKJY/PO@^(?$9[FY'\JZSM2 MEN9RW%HHHI""BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** " MBBB@ HHHH **** "HY3A">#['I4E5;\[;-R>E #;D73>5]G(_BI@%X)E)Y3 MOFK5NV;>,^JBI: /&=9^;]H+3EE"[!!E2W2O0_&VT>"]9(P'^S-R.N*I^)/A M[I_B+58]5:XGM[Z)-
LG5_$+RQ21>5#'$"!MQ_%GK3&<+I M=MKGB7X:Z7XF(Y=;:,(&)ZU!X4T ^&? M#EII F\U;<$!_7)S_6MK% CSWQLLZ[JMO M1(O!6L%V"YM7)]<5YWX2N)[#]G5[NVF:&X MB@D='7J#NKT[Q-
I#Z[X=O=-CD6.2>(HCL,A3ZFL&V\!_8_ABWA&"[P[0&,SD M<;B$HK[P(?#7G%5^SK$)?0C'/YBN;M?ASK,T.GIJ_B)[@6,@>- M4!"C'3]* .:NI?$NN>+O$\-
CK9MH],RP1CT4+GBJ%IXG1;C0/%>KQRW=Q;6[MIE/O.PS\U>FV7@*"QUK7]5CNG.XU>$Q.&Z+QC-9.@?#(Z7_9Z7MQ!=PVR,KH MRGYLYZ47 N_#S3KMXKKQ)>W\EP^K'S8X2?
EA3LOUKN:Y3PEX4N_"][J$0U#S M]+F??;6[9S"3U'TKJZ0!1110 4444 %%%% !1110 4444 %%%% !1110 444 M4 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !15/5
M+Y=-TVYO74LEO$TK*.X S7.^!?'ECXZTN6ZMHV@FA;:+ QR5'8Y]Z .NHKF] M$\60ZSX@U;21"T4NGLJY8_?!'6MFWU.PNYG@M[VWFEC^^D0PDM\BNX&_P"GK0!H
MT52NM6TZP8+>7]M;L1D"655)'XFIOMEM]D^U?:(OL^W=YN\;<>N>E $]%5A? M6C6GVL74)MR,^:'!7\Z66]MH(%GEN(XX6("NS D].: +%%5+Z[-I83W2QM+
MY2%PB=7]A7"V7Q187UM%K>A76EVURWEPW$AW!G[+B@#T6BF!MR@@\$9S7&^(MO&.K:)J9M[7PU@#M:*P?#'BG3_%6E_;].=MJOY MM;E% &7INBPV($C_
+R<\ESV^E:E>66UEJ_B3QUK\3ZY>6]I; I#!#)MP?6M M#P)XFO(_#>J-K\YD72IWB:XZDJOKZFG8#T.F!P6*Y&1V[UQ%E\6O"5_)"L%Y M.5F?8LC0D)N]":P[KQ?;Z!\6=4_M6_,5@+6,Q(.0Q([46]4?
I7.2^(K>Q\7 M1Z+)$D9N(C(LF0-Q]*K2?$;PVOAG_A(?MCG3O,\IG"$LK>A':L$:CX.^(FL6 M-Q9WDGVZS<2QG:49A[>HH+IJ+E:6QT'A<*/$'B%1]X7 S^5=8*X#P]C6-2\7 MVUO=F/?
V=K;";S9VSLYH>I.KU9ZK M17$1_%7PE)?I:+J#EWD\M&V'86^M=FK$MURN.M B2BO+_%WBO7=.^(^D:/&5 MATV<@[^\A[BO3SP*0"T5P'B+PCXIUOQ"U[:^*)-.L8POE6\0Z^NZK/PWUZ_U
MG3;V#49DGGLK@P^[XAZXY% $D"[;>-?10*DIJ_<& M/2@GI0!!=WUO80O-=3)%&@R2QQQ5"R\4:/J$CI;7\3%%WMDXP/6O*_%\C^)/ MC/8^&Y[J5+&&,2/&IP']JZ/Q7X(T?22?
#NI:G9)+%/;VC*N&X/UIV'8ZZ#Q;H MEU=1VT.H1&:1MJ+GJ:V"Q':OG*Z72V^'6CFT9QXEEE7:%/S;L]OPKWIKF33_M R+FY),D-KNDU+7]/TJ"2XNI]L< M2JSD#H#T->#^'M2TR_M[K7_$-C?
ZA_I)<$DF.-<\?E7L6HZ%9>*]#FDMIBB7 M]NBJW50HZ<46'8Z2"YBN;6.YA<-%(H=6]16,?&WAY9S"=2BWA_+/^]Z58CLC MI?A7[%YF_P"SVICW^^N!UKQ/PD/#D/A?5;C7P#?2M
'(KQ'P]JL4'_",6VN:(]W=R-))9SR/DQ1YX.*V) MOBQ?_8[K4+30WDLK.X,4S!LY&<9]J+ >KDX%5KF^M[-4:YE6-7;:I8XR?2N$ MUSXCM#=6-
EHENMY<7,/GL0V0@QG;]:S]8\06WC#P58Z@@,5Q'=@&+/1P<$4T MKL=CTA-2M9+UK-9T-PJ[C'GD"K@KSK4?$=IHE[JVJII1FN["V0,P.#(#CI4. MG_%3SK_38M1TJ2PMM08K#
<.^0:&@L>ET5YAJWQ4F@U2_M]*TQKNVT\!IY]V M?I7;>&/$5IXHT2#5+(_NY!AESRK=P:D1LT444 %%%% !1110 4444 %%%% ! M1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%
!1110 4444 %% M%% !1110!C^+"1X1U*_";3?%<.@2W_AY+:*"Z=0SS@$N1P3^% M>ZZO8_VGI%Y8[MOVB%H\^F1BL+P%X0;P9X?&F&\:X 8L">BY]* /*]+UJ\T?
M1?'.JRR*^MB=8BZ<[>V1[583P_'\/[GPSXAMI)';4&$=[SS(7&[^M=G%\+K? M/B-'NF6/5G#*5',?K3;?X:WDMUI7]JZY)>6FG'='%MQEAP,_04P.)T#P=%XR MN?$]W=SE#;WI= !U8 D&LR72[W4O
4/BV;5))KJRNE 20Y"@.%XKV/PUX0_X M1Y-;1;C?_:4S2@X^YD$5D#X<"/P#_P (T+[$CSB9I<<$[LXQ1<#B/'UE97GC M WWBJSNAH[:>@BN8$+"-
B.IQ4&IW,5U<>'/!UG=W%YHB6_G3M;YW2)_<(]?: MO2M:\(:SJTGV4:Z$TEXQ');&$'H,<&L[_A4]M8VUBVBZC+97UH2?M&-QVVF1+Y^G?:HR#CJ5YJ6_U&?QAIG@W0K5B[*Z/?!. M1'LZ9KT7P_X?
UC17OKC6-;?4XY$^6)EP%]:Y'X1Z&ZZOK^N-!) DURR01L, M#/)%#]910D:H.B@"O*_&5_C7Q7I?A_1"EQ#8W N+V8?=C*]L^M>E:A:27V MF7-
HDS0/+&465>JD]Z\Z\._"W5O#5PTFG^)#&)9?,G_<@F2D!VDVK7=O=_9D MT]V2/"B3LU-\5C7)/#5S_8,D,=Z8R5\T9&,__+1@_M=;;)&?F#8]*=@/2J*X5O'$7ASP3H]_K,AGO;N./$<8
M^=]PZ@5P0O/#(N&]:+ ==17GEK\8- NKBW7RKA+>9M M@G=,(#]:TM$^(NDZSKFW^N?V?:6L\ ML?GF 3@?*2*N^*?B'IWAF[AMC&UU,P+2)#R8U]33LP.QHKE;#QYI.I76EV]N
MS,^H(63T7'8^]2#QK8MXW_X1>.&9[H1>8\BK\B>Q-(#ILXI,G'=BJ",BN%%^C) MEVYTR*-[J[D$49DZ*347@^QU0:H+B]\61W[K'NN+)5'[MF&?TH] S154W]I
MNQYZ9S@\]Z?/=0V\>^:58U[%CB@+,F) HR#55;VVD(59XV=ON@'K7EEUXIUT MZY>1+/M\J4JG' %;T*$JTK1.3%XN&%2=3J45TW7]3\>^*DTB_P#LHV'+ 8=G'7TKU M+1;+P]?
7+:F6MWU"^MU2YC4_*Y'(=.LK02+((3&/,5L\9/>NNLX=(7XL7R:S):2QP6$(1[C&"0OW@#73WO@/ MP=;7,5Q<6D%?$5]/J,L8FFDB$+.C\!0*YSL<7OT/)M, MU!]*\.>(;JVAMGL;W5TA@-
PFZ)03RP'>KVBV2P?%K3&74+6[DDM&9C:ILC0^ M@ KTG^Q_"$.A1Z!!LC:P@;*QYSAO7-(ND>#O"T\=^!!:W&PB)G;&1[4/56*47 MIH8_PS6'2W\0&YE6
1WK+)YAP,G)ZUR'BRZ&I7WC2^TN8RPI8A&DCY#<] :Z M?PA;V'C'3O$AU2%=)N++1HT>TG;][N;?NJ8[& M^*BX5976QY7JO_"-?*;T.!! -5GI3N(M8_M748)I+L ,LI &.G%9 MNO\ @>?
6O'&@W[,HTO3%.U<\AATI 4/B!XQO?[5A*>';J.'4IO]?-)]V%3[MUT/P]\.VGAKP_P#9+>\CO)G8W>*1/] M6OTIU 'D_CGPYKEAXZL_&&C6Z72QJ(Y8@/FQ]/ZU?UK6?$/B'2+[3[3P^ZQS

MVQ5GE;;M;V]:]'.1R*3/J<4[CN>?^_/!%G9^'=)NM3LMVJP98M)R5;/6NSUF MTDOM'N[2+'F31L@STR15WH1[FG&BXCPK1[7Q!H'@?5O"TVCRSR2NRQ.J_+\W
M>O6O!VGSZ3X/TJPNAB>"W5"H:VCG-&X!)E]R*\ MP^'7@>.72KT^(=-W2MK;LCB@')SFD(\V\8:;?KXVT.ZM++_0K M.W<&51P@]#7):)J5[>_#[5=$TS2FGN+NXDC>XC^[EFZFO%=+:QLB2K2-
(S'J23FG<#RR/P=>>%?$FDR/937=DMOF5H.JR8P1 M]*WH]$#>#H[;2='GM-][N*2G+#G):O4.:,'/6A.P[GDWB_2=5N=-\4&*SD9G
MMTBAV\%\8SBJ_B3P_J6H>"O!UO;Z<7FA8"92.8P1BO8""1SS28(/'%-RN%SQ M*WT>;0;?5M'U31;JZ^W$+&]NQ&]1T&>U>@_#G38=*\+1V\&F2:*\^\.M)I]OGL[A=-DTR[2-I"L9=>$'^%$8&P
MCT-);I<0H5\J)1V"<"JVL:U'I/E!XI)#(VT;!G%.TW5AJ$\T/V>6+RL?,XQF MNLSY96O;0NL9S"*?XI\7P^% M=&M=2FLKFZ6=U7RX%RPR,]*0.#CN6-=UDZ!H5U?7DL49C4^66;AF["N,\#>- MM?
N]92P\0P(D=]&9[.7IGG[F/UKEO%_CK0O%][965_8:E;V5I()ID9,%CV!' MI5OQCXFT*>/2[K3WG^UZ=BXB,2]%'&T^^*Y:E>4:T::C=/=]NP*-TV>SQF?<
MV]5QGC!ILDMRAR(X]@[EJRO#/B.W\3:%%JD4(WEUN^CT&TN MGA4C=/+$8P_C=([?#*=R!DS)MV\]ZQ]0\,V4OP<.H-8$W MXM Q8#GIUKMO#(EB:?1-21)X(3_H[3_,77Z&NL$41B\ORT\O&-
F.,>F*(S35 MT)JS/$'O)K#7/!6JZU K:4MAY:ETR(SCJ:I6DESJWQ \4Z]ID(?2TL'CX7"R M''''>O>I+2VEC$C\B../^R6WB,8&.)X:U6"/PMJ,E_'<7#QF*2WY!).) M+]%%QJ$I*L1SL'3*U_'?A2?
Q)X8.D:;+%:+)*IE 4*&7//2K!CFTNRL]#TR M(EB?FD8 '6D5%7=CC/C7:W\]CI-S;6C7-I;3B2FFV\>)1"JRH#MQVKQ MF\EN!K5^'ADW>:HFM;=F+&",D]3M'-=6&Q+H2NE(M=6L9X#_+!II.]RM-
9PW:*+B%'QV(SBHH+8VH=;>WB1<\#IFM M"C KCN>IS.UC+BTV#9A[. '=NX'>DDLXKS(N]/MI0N0@= W\^E:A%)CF@5[G MG'PYDGN-2\56\UG';P+>; B]!QT%=3H.EMI3W2*R.CR$J%/W?
K5/PR NL>(L M8 -R#@#VI?"G.H:R2S'-SQD].*#HYI2C*39TVZ;'W5_.E+2\?*OYT_ HP*1S M$3O,,;44_4T?O>NQ<_6IL48% $&^?^XGYT;[C^XGYU/10!$&FQRJ_G1NE[HO MYU+BB@"/=+_=7\Z-
TO\ =7\Z?@48% $>Z7/*K^= :7NJ_G4F!2XH B#39Y1< M=N:89)PC'RUS_#S5C%&* (('G8?O45?H:>C.68, .F*DHH CW29/ QVYI+?"FC:CJ":N+B"&%I/+<9.?45S/B>8^&?CBFOW,,SV3PB-
F12<<5U?BW MQMHVJ>'M8TRPN#/,U@TP=!E1_L_6F5KV.4&NZ]H'@C3?%L&JF7[9*#/:RC(8 M$XPOI7M-M=?:+""Y.$$D:N<]LC->3^!? \>N>']#U34;MY+55WK9?P9!KU'5 M--
CU+1[C3]S1)+'L#)P5^E /<\T\/ MN*]JT2UDL]$LK::X:XDCA56E;JQQUH8F9:SW>E^ ?M$H;[7;6)8ANNX+WK ^ M$OB'4_$OAI[__%2X\ZE=IK)1=$OF<940/D>O!KRGX0Z[I6CZ!/!J M%_!:RS73>7&
[8)!/% CT?7/%>E^'KFW@U"8H\X)0 9X'>L#Q1\2;70[33+VS M1;VUNY,,R'HN<$CWKG/$7BQ=;\57&F>;!:V-M VRY= QE;T&>U!]:\BU>[M9_B=%=?VA;0Z;+:8BG,8*1C'W3GO6GI]A'I_P .M;==
M8BU&*>73W(K&\;ZJF@>%M%AL(H();Z18]\D8*KP,DYK"T;;_PD7BC_3K: MY4Z2A,L(Q'G/3CO3L@L>@6WBW3]*\/Z;+JU\@GFA#8_B;WQ6YH^MV.NV8O-. MG6>
DKN'8CM7D6HZ7;13Z/K2:Q907\-BHBM+@Y#@>@/K76:AXOO=.^-ZZ/=:B8=$^Q"1D;[N\CCFM+Q/XQ7^U?#]IH^I1NE[=!9/+ M.2R@\BN4UK3;76?VC$T^]4O;-8*
[)V8@<9K2\6>&M'T'Q=X8FTZS2V+W6&"$ MX/YTP.HU_P").@:!J$EC+)+<7,./.CA7)C![FK.I^/-"TS1[+5);GS+:\($. MSDDUY[IVJ:#H>N^,$\0R11:E/(51I5R60@X__2L'PQIP(\(QZ@IEMKB^9[>.
M0'Y5W>E 'JO_ L[PW]D>3[2XF7K;[3YF/7%7K/QUX?O/#\FM_;42SC;8YDZ MAO[N/6N3\,V-K)\6/%,S6L1:!0]$J.!CH!7%Z/9Z1J6D^);/59X].BDU,_9Y M #MCD'M1H!ZIX?\
B+IGB"^OK5;:ZLQ9Q^:\MRFU2GJ#26/Q*\+ZAJ4=K%= M&1MD4S)A9&] :\KU+7=:O]%U;PL)XM76*$,UY;+A@H]2*31M \-WUEX?%SXC
M,6)A(+8+AHY0>1]*=@/;K'Q!I>J27R12J7L6(G5A]W'>CPSXDL/$^GRWNG@^ M4DK1$L,9*]Z\;\93WO@7QM>O8$/#K\/EA>OS$8)KV'P;HL.A>%K&RA39B,._MNQY-(#)\:^*TT6%].TV-
+C69XRR1*!E%[L:I_"[7[SQ+X#4IK(2W>X&(],= M1^-"V Z+XKO;:!X>?5]/L['H=1OX+]]7L;V.:,&X@ & M6&.F*U)-+T#P7X7%EXNU#
[=:W$PVFY!8;JY"7_A'8_BOX:'A(L$\S;NLP74'AE)GM5;9(&P&R.E=;87^M2^'/ MM=WIHBU+D_9LUNCGUHV\YJJ<%"*BARGS:\J.7TO5O$ES?QQW^CBWMR#ND!Z> ME6-=U#7+.>%=+TX7<;??
YZ5T.#0 :T'SJ]^5&3I=UJ5U&[WUF+=A]T9ZUD'6 M/$RR2@Z*&"R84J>J^M=:0:,4"4DK^ZM3)O[^\M1"(;%Y]^-VW^&JVE:EJ5[? MW$-U9"&W3[CCJ3Z&M[:>:39CIB@?/'EY>57[G/:@=3U&
[:QMA]G@0@M*>I'H M*W[>(10I&.=HQDT*1TQ2@8H)E*Z22M86BBBD2%%%% !1110 4444 %%%% ! M2'K2TUN 3[4 ;'6X'/X5IZ7)927%V+*,*1)^^([M67X3D:>?6I&
M&";G&/PJSX>LIK2[U%I5*K) N3/<>M.7Q&D$G&3;U.AHHHI&84444 %%%% ! M1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 55OCBV; MZBK55KQ2T! 7=R.*)HO]4N?
2GU$)XE #2(I]"PH^T1$XB^@89H CNK.WO M(VCN((Y$88(90*OB%IOAFY2R,$9)"[:+"68[B6'TJ(^6,)DGBGCP;X?31SI*Z;']A+%_* M/3=ZUCZS\1[2TUEM)TZTEO[J+F81#
(3ZU6B^(MW=03O::!=/]F&;DMP(_3ZT M[,#>E\#^')]/CL)=*B:VB^ZGI^-6[#PSHVFZ7_9MG8116>[=Y(Z9KE-(^(MY MK$4MU;:)-)909\V56'RX[5'IWQ'U76[2:ZTGPU<74*$J&5@.1VI =EJGA[2M
M;L$LM1LH[BV0Y1&_A^E5K+P=H.G0W$5IIL<:7">7*!GYE]*T-&N[F_TJWNKN MU:UN)%R\#')0^E7Z .G#66U? M[,AORFSSR/FV^E.O]&L=3EMY;N 2/;N'B)_A/K5^B@##U/P?H.L70N;[3899
MMP8N1RQ'3-7)-$TZ66UD>UCW6AS!@?ZOZ5H44 4H=)LK>[GNXH%6YG_ULH'S M-]:I?\(GH9ANH7T^%X[J3S958?>;UK:HH QM)*Z+H0F&FV$4'G#$FT?>'I5 M<^"?
#BWZWRZ3;B=!\IV\#WKH:* /.M;\ WFN_$JQURXNE_LFSC79!WWBO1%H MP*6@!KQI*C(ZAE88(/0BJ&CZ%I^@V;6NG0"&)G+D#N2>:T:* *&IZ-IVLVWV M?4;2*YB_NR#
(%5=*\+:)HN#I^GPPN/XU'S?G6S12U_,"BBBF 4444 %%%% M!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %,D^XW^Z:?3)/N-]# M0!Q_@%BUGJ2#GH:]U0 M!HU)
Y%.VKZ#\J=QW/%+HY_:/ NVC$*VH,7F$8Z5K?%AE;5O#/V9D-W]L784 M(WUU7BOP)I?B4FZ9/(U)5Q%)M9_MNZACTN0+'%&W#>U.>YUW34*>)&U26\FOY-LML[X0KC.! M7:3^
D;0O$>FQ7/RZO)YBDC_%9I9_AN].\,VDUQ&5T>7?(C+D2C&,>U%QW M.#U/Q)J/BGQ!.\,]W%;VR;H8+9L%&_O-ZU9M=6\0>)=8TKPY>7(_AV+@RWOA^Y?
3KZ7Y7$9PK*>HQ7/>,M!M_#FGZ&PU"[74(2(S=@ M$X7^+GM3T87':']MHGA_P 61:E?7#VEI<-"@#?. > ![U5\$W6J:?XOL856 M[ATW5;61X8KN3&=?$C2*+^XS#/*.9 IR&(]ZV-"^'FKV M.M:9J]]
[K7G3V2-'Y;+D;3V7TH>@C.^#T5JE]XDGG=3?O>,)/,/S 9Z5Z/?-8 M1Z/?29A$7EL967&.G?%'_!S:1H%]I] MW>-=R7H.]CT!QVI: $)M \$W&CLP^TS&3I)S1<#A-2T44@"BBB@ HHHH **** "BBB@
HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ MHHHH *:R[ABG44
("!Q1N&>M>'6A5X6W7!E&?D]AZUC_#CQ MU+K?A>\U;7KN&.&WN#&)V&P8]Q0!Z/FBL/\ X273-0T^^?2=1MKJ:"!I,1.& MV\<&L?
P/XH>^\&1ZKK=Y"CF5U:1SM&!3L!VE%9^GZ[I>K;_[/O[>YV#+>4X. M*1==TQ]/DOUO83:1DJ\N[Y01U%(#1I"0.M,BF2>%)8V#1N RL.A!KA?B;XXN M?!MM8-;0[C/* [D9
7./SHZ@=\#D4FX9Q4%G<"YL8)UZ21JX_$5A>+[S7;'3 M8Y=!MEFN#)AU;LM '29%+7GOA/QGJEWXIF\/Z]!'#=>2)HBO&0>V*]!% "T4 M44 %,D^XWT-/K$\2^(+?0+!YKB"YEW(P'D1[L'?
THZ@8W@!LZ?J1_Z>6_K4 M_A#=]OUC*,B_:3U'4U0^%4\I M,A::5!8'N*-W.*=VS0 45QVJ_$OP_I&K/IT\D[2Q8\UHX\K'GU-=)I.K66MZ M='?Z?,)K:3.UQWH NT4R25(4:21E1%&69C@
5EZ7XFTK6KNXMM.NEG>W.'*] M/SH U&;:ZCUI],.=R_6GT %%%% !0:** $4;12T44 %%%% !1110 4444 %% M%% !1110 54U'/V4X)W#@U;JM>KN@P?[PH G0_NU^E+D5FRZHEO<+;F*0DC
MJ%I@UN-IUA^SS EL;BO%,OVPB M:UGCFBZ;XV##\Q7BOBB'3;OXZ6\>M@-8+;\;C\JMCO3__YJX\,3>+-2TL>= MH%M(!;QLWRE_8^E%B#VTXHR*\O'Q0U)-.L9YM
VW%^?]$A\SF051&*XACEC/57&17E-K\7-7N-(_M M5?#>;59/+DE\SA><5MZU\0[RWU1=/T;16U&46PN),C8#VHL!WL4<<$211(J M1J,*JC
%2Y%>;7GQ3BM_#NGWR6.;RZF,)@+8",OWLFI+CXEW&G^&I]5U+2# MPD"6\6[/G9[CVHL!Z+D54U'4[+2;-[R^G2"%>"[G KSW3_BC-+J%C'J6EQ6U MO= D2K+N*?45S'Q$\67'BKP?>HFF-
%I<%K$YP!:(?_':\;\/VWA6^DU^^ MU.9FOU9_*=FP .<;3]:$A'NHN(2%(D7#_=.?O?2I-PKQ3X9Z[=)=V>CZPLDB M2%I+25STZ\#UXK;N_BCJ"SZG+8Z$;BPT]S'+,&[CK18#U#(J"\O;>QMC/:R%\"
(>A-9]YXJ?Q?X0O8)+=(+ZVN8Q+" M&R,9XH2'8].AO+:?;Y4R.6&0 ><5-D5YU_;FDZ +K4#;.)K.%5(W?*21TJ.R M^)=T^L:=#>Z2;?
3]081P3;N2Q]O2FT(])R*,UYIJ/Q,O$\47ND:7IL%]>B\3>'[758DV+,#E/[I!P:5@-JBBBD 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M1110
4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %% M%% &'XKVMX6U09Z0-G!]J*\(:G_&;\&;XFVCG-SJ?E*LH^7)(Y->P^(O E MOX@U-[V34KN
M%Y9CC;Y2/I4'_"MM'7PE!X>1W2WCD\TR ?,S^M '#6.DW^C M_$&47OV6-IM,2>:A_B(/0UZ=IWPWL]/U M634/M]S/,\#0?O#G (Q2?
*TTM_"]OHDTTI%O,9HIEX923VJK@/6JMJ(E^"GB!4(P+R<#/4?/WKT#P_P" =/T'6I=6 M6>:YNW39OF.2H]JQ&^$6G2-J$3ZE=BRO)#)]G4_*I)R: .V\/$/X9?'T9TC2%&"3=J-F?
O#+6/PW<+;WJ1(55N=PP.*I6.MZGX+ M\&O?^-+M9[K?^[2$IKK=%TJ+1](MK"*1Y5A7:'-_!D7C.ULH) M+N2W^S3>:&09S[4=0.?\ :#J5[XBU#QEK<86:\&VSB/WHH^V2NR_P"$HTK^
MW(]'6[C:]?.(P%K7P7<3:^VKW36]O 5\J5R58XXK*\-Z(HM?^$QN MXMVIF22XC&.B-VJ)U:=/6;*4&T>J G%+7+Z7K>HZEIRWB0#8QX'>MJ6XN4LP MZ1;INZ#M3BU)70.+6A=S5'6
AT>\,BY40M_*N1U/Q3K*ZFMA;0(MPD9E9#U9 M16'K?B3QAJ%]]SIEH@T^2)@5(Y.!@T[ZE^RD<[HFLV6F_#*PLKB>X%S=WCB& MWMAF20;CVJ*JZ-Y^?&NDS17%E:S6?GPQWG#?
4U+;^'Y_^%*DN[__%[POXCUO0&U62:W6Q\Z)V.648K8D^'6NQVWAO4=,O;: M/5])@\C;(WR$9ZU+9_#[Q!J/B/4-9\27MH9I[4V\:PGMC'-(R*\GB368_@?9 MZH\
[B]:>./S3U*EL5ZQIK,^E6K.Q^(EW/>PV\VFBQD!6-2QW;36I\. MO"EQX2\-BQO)A)=.YDD*E1D]!1= 6. MJU5^&>IZ3-\0M>LM+M9((C&)%5UVE0.""*]>,:%@Q0%AT)&37):%X8FTSQKK
M>L.L*Q7A'E;!@X]Z .L89=#4E9#^(M'2=H7U*W61&VL"W0^E:J,&4,#E2,@T M@'45DZUX@L-!$!O9@K7$@BB0=68^E:PZ4 %%(3@$UEG7]/CUN/1WN5%[(A=8 MSUP*-6B@44 %%
(>E9EQXATBSNC;W&I01S @%&;D&@#4HIJ-N4'((/0CO5&_MUK3=,=$O;^"W9SA5=L$T :%%,CD65%=&#*PR&!X(I] !1110 4444 %4M4D, M5F6!Q\P'ZU=JIJ*AK4AAD;A0!.J*RJQ)QUI61?04J]?
<7Z4[&: /*+[PI,O#8?P1/I>C62#+@B)%P#S7:8% !S0!YIXQT7 M6$OO#&KZ79I<'3 H>#OT[5B:AI&MZSXEU#Q)=VLEC!;V3*$D'WN.@KV; !SC MFJ>J6$>IZ;<64KLL8(]PIXSOR3^E=
M9!I^N>#_!+>W%GIKZA;W%FB CJK#MFN]\-Z!9^&M%ATRQ'[F+.#CEB>YK5" M@=*=T!Y%8:)>Z9X9MXM2\/C4;F(O);HH#_J W0$UAZCX,\3:GI4L\=M+'!!+ MFWM)&+,H)Y SVKWD*
21WHQDYHY@/*(+*YU)(+.X\(^2_P!F,?V@G[IQZ5SU M[HGB6Z^'1*?V),'CN-TI_C'N?SHY@,ZPM9;?PY;VC@>:EJ M(R/]K;BN ^&7@9M.TF_CU^P1IGNF:/S!GY" M.M$OH+<+IEA$[XB7
W8/!KB/#.JZQ<^'?$EGI6E>ZNHV MD8X/!%9&@>';/PZMXECN"74YG<'LQ["FF!YA'X/U'1]6TF<:7]MMH[,))$K8 MVR=^:U+>QGU#P_?M:>'FTZX:ZC_B):7:>_M7J@48XHVC.13Y@/(_$?AC6]0T
M'7(5L_\ 2;C8$1.0<=Q2^+/"NMW5IX/2QMRTEBJ"7'1#CDUZW@4!0.E)NX'C MT.A:CHVLZHDWAXW\<[!XY0Y].1^=>A^$8S%X?MT.FC32,_Z,#G;S6]1@4N8! M:*** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ H MHHHH **** "BBB@ HHHH **** "BBB@ HHHH *3(H-0J2;EAN!&.GI0!/1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %&*** "BBB@ HHH)P*
#@4 MF17&_$'QNW@_3[5K:W%Q>74HCBB;HM4X?"WB&&WAA&NS"-!L\L(,!:ZT:SIQL% MOA>1&U8@>:&&,FI+B_MK9X5FF5/..$R?O?22HJ4XU+*2O8:=CEO"/AK5M!O+R
M2]U)IX)6)2'L/>NJO;I;'3YKID9EBC+E5ZG%>?:QOIVFJHC M(X)8]C7;;:!XAL/$.CQ7EO-&X,8,JYX0D<@U;79"N[G">"IUN1>>(-3::2ZNW M=86=3E(_= K6\:H$UF_P!#5'DM_*::V7-V 7U%=1I^J:1:1J,
[P6-S;S/'G*(M!Q5V>)!;S%4128V!(!Z5QTJ$X5I5'+1]#1U+QL<[X%MX8_!5M"8E$$0:3*=1 M]XUX_)>R/XOUF+29&@LQ.2^PX^;Z5I^"?B-J%K+HWAU++.-H9KR2!YGSG&X]*
MA\2Z=_PC_C'4VA1C!='S"=O0U[&$BI5==C@QU24,-1^)[%1[S4+75;"5M0G M\DR?."QQ4,>JW>H>,]2"ZE<>0@S&JL=HK,-=4U/3H8!N8SX ;HU3V@CL?'^ MHVSPR*K#
&TXW5WU'2]NDMCQJ7UA8*;?Q6->XO-52)F2_F.%/\1KT_0]=8> M1=37(^UK Q5FZY KS.ZAN/)E"P2;BAP,5Z-HU@O_K%UF@S(+9\ CG.*>:* MFHKE(R-U7
NIL>=Z)XG\3W5HVI3:LTB2NRK'_=P:N2>,]?LYK=Q=$J\H4Y[U MS/AB[!TJ.Q\B83)(Y8%".].\02&6T6",F*XCD#@'@C'>KC"BL.G97,JE3$O' M.*;Y3Z)&H06UG;2WDRPF8 L>K$=*H>)A?W7A:__
+%G47CQ'R) <@&O(KO7 M-=U/P]#IM^\$F ""'4<5!I_BWQ/X:72]'LQ"Z2G; LS<'GN:\V6$G"'M&>W2 MQ]*=3V2U9O65U#J*R 3W3*0%ESU)]#7HFL:_?6FJV.A:### M++)%O,DC955QQTKE_%-
UXEUW27T%_#"Q7%V K7(VCGD@U-%H.N>#=;T^]TV MREU2V^QB"X#-ET(YR*Y3T3 ^*<^K"\\'R:A#_-1%Z2L<1.P^E==!XTUZUO\ M5+35["*.6WM6N8Q&>P&:YSQO:>(/$VM>%
[[^QI(8K>Z#MEAPN>]=)KVAZMJ' MCRX>WA"V"[WP7<:--&\#.8Y]V%)W$C)]Z?IMCK-C MI%GI=WX 6\EC4+O9\AAGK0![);WR:CHPO;?(66$NF>HXKYWM+O33X7\43:U; MSW&K+^O;R-
X8:TB\NSG:W*+'G 0D=*\@T+1O%.D>%=2\/3> M%EU!;F1V,V]3DGH:0'K/@UY)/ ^DR,QDE-JIR3R3BO&= @T[Q%XX\3VWBVZD M6Y!9;99F(50/3Z5V&B^)[WP?-X9\&W<0GO9TS,
>8E["HO$MU'[NPGG^T1V5PT<,VJ_*,]36=X;UF75(I8KJ(QW4)^=?8]*XK7O%5C)XT:RNY MIUL[!%VF-#\SGJ#ZU8N?'FBZ>$U"WANWD:18W1(R"0>]<;KR]O[.VAJHKEN;
M'B_1_%VJ:M8G0=9BL+! ?M"D?,Q]17,V_C'6M&,^*%O+@7UYI4RQ03G^/=Z M_2M3Q@QS\2(-!@6QOL(S)J=S#O7/ B![M7)M;V%K\+]2%AJ"ZI?S2+<7FA8 M?2&R(O[[^\:C9$V(_7><1!A>LH^HLS_NXTJOE]UUUQ/#+__L'$%BBFG6?F2N]M7)M;;
MQZCBJGCQ;:?5/#BWXA\ 9YF)DD/1>.,FHO!5A9V?CG73I3*VGM"F"IR ^>1F MGT A^*OB75M FT2/39O+6>9FF ZNJC./QK(\8>/M0-_X.FTF;R;;49PLZ#OR M 5/TS6CX^NHIOB/X4L9(#
($>1GR."".E<-XPTZXT+XD:'IC%VT\7ZS6N1TW' MY@/84M+ >TZWXRT/P_=I:W]XLLOQ!\0;#0SILB(;NUO1N\V,_= M7UK@=/N].M/&'C%_$AC%U+E+7SQGY,< 5S]N?LWA?
PI>WT0:QBOWW[S\H3=T MH2]FN_%NG-I>K7=K?[GM8/,,9&"F1P:\[\/WHO[>+4)_&5Q::M,+K8VL4FG-IF]6C'#+CH:MFU@7X"Q&*!%9T7D*-Q_>>M(#T+5
MO%&D^'XH5U&]42.H*KU9AZU.WB31X]%&KO?1+8D;A*37D5^TR?$IXM1GM[97 MTX);FYY7R]O;WS6,L.GK?Z787&JF[T.)@\\L (17!SMY[4P.]TKQ;=:Q\6/L M]I=
[]'>U!2/&/F'>M3XHZQJV@:%:ZAIL[0HER@N& S\A/>N7T2YL[[XXM<:; M+'+8_8P%,8P <5Z'XXL4U#P9JD,@R! S@>X&:3T8'%^*Q^*^NHZ?XE\VE@5^R MW+1^>W7>'Z5NIXAU.?
XL/HB#&FP6A>0_[9'%>7^%5DU3PEJVKR%9[G3O(EB9 M^54(.@J_X>NM2U+PUXM\2V\S/>SA2&7EE3'(%-V]3A\<^'[C5O[.COE,A;: M'Q\K-Z UQB^(M8_X2SQI9&]4S ^ M>K$]L=ZO62-
;:]XPB\\W$L5O&&F;JXX.?RIV]+N?%VFZ#IMH^MW2P7,L08Q M=3]:Z"PO;?4;&&\M9!)!,NY''<5XWXS6UM==L=;;5K*1DL@RZ?=J27&.@]J] M*\"ZL-:\(V5XMJEJK+@11_='T]J36@'1T445(!1110
4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10 AJ! /M;'OMJE%!Z4 >*?!_C6PTC4-9;4[>_@=D9A_JMH.,?E7<>,/!MOXNM(8Y;F:WF@;?"\;
M8PWO6/H/P[N[#Q#%JVL:P^IO#"8HED'W,^E,#G_A]X5T3Q-H-YJVMLE[J%S= M,\DKO\T6UN!UXZ56@TNSU;XXZC9WT(FMX[;"QD\=,5JW7PCN(]1OIM'UIK"V MNW#O"H/7.:Z+3?!*Z?
XP&OF[,C_91-ZD3SQ?8_AQXMM(2ZV]KJH6 M(9)\L!NU=MK\C2CP'NE)\QP2<_>X%;^8%/W5'88I7 Y/Q-$DL7CU)/FVF%AGL1WJUXEA70?AA MH]MH)$!U-
HHYY8VY(&GN,P:NBKY8',;#OFLO3OA:+;PG= MZ#>ZH]U$[!!!9C_R[L.A%%P.1\+^#_&&F^*M-N$T\6%M =LTJ29$L??(]37K7 MBR&^NO#&H0Z;*(KAH6"OW'':N?\
#G@C6=)U.&YU'Q/=7T,,>U+?<0I^M=G= M*/L5P/\ IFW'X&@#YI\/IJ=OJG@UIX!'9M=MY4@ZL0<'/XU]&WMOIMZSVUS' M"\A3E&QNVGO7#>&?"T6L^&?"T6L^&O"UT7V#3;J2?;C[WS'BI-$T75;OXF>
(-7U%9([_M,)]EM03PR^M#OT$UYP&CZG#'I>^YN%8H=N*J>*_0TW4=-TV\MI/],@G :(-S MM!S6W:^'UL-T#6-2TZ51RV-NZS>K-W1OBU;WVMZ5I$NCW47VH!%NG&$W8[M5U>E>*X=4U-6-
,CB9?[,^^YZ-7#>.YH+/4? 5T0(D^T*#&J]C*CM4>B:O;>' MO'OBJ#45FB-\2\+!"=RXZBO/L>K8G^(OB6+4 #6G:AHUQ(1'J*Q,J'!+ \K2 M:#\1]6G\>OI=[:L89R(XX!RT)'5B:Y HS?#NS812+YGB'N?I
M7=:=?V^J64]1:2"2WE3Z-)JJZ3I5M&VUE<(68'N M3U->NZ):0V6C6UM;W+74<2;5G9]Q;\:\0LK73 *\5>*+;Q9IS>5,K36TKJ<8 M_P!D^M=)\/O$=OX2^&IO]9DFBM# *.Z\2>#[;Q'-#/<7][;"$ M?
=@DV@_6N+^&$5RGCCQ*L5W-NG>#D;3VD>]U11 M%9!%))+?_6-:'P[\,'PKX4@LY"6NI?WUPWJ[=:D#3?PMI,OB5?$$EL&U!8_+ M60_PCVK6,:DYQSZ]Z?10 W8.O>G444 %%%% !1110
55OF*VY*G#9%6JBD"N M-K#C- FR%K&UF*R2P1M)P=Q49I[V5K+@O;Q-@Y&4'6N*U#Q^UOJXYQ2Z=X5T/27E:PTV"W,R[9-@X8>]9>J^-1J61M]-N;UKI-
X$2*//],U+0[[4YEDM!8MMN8I>"C=A^-"\O],@N+@8_>2 D\6Y_>0,> M0/6BSL!;N]&L+Z]M[RYMDEN+;)AD8RB.4@*_*IK67(ZU0O-8 ML;*_M[*XN4CGN#B)">6
+4".W\.:1:PW$5O8Q1I<#;*%'WAZ4]]#TY]+733; M)]C7&(AT&.:2?5/LT&H3S1LD=H,[B?O#&:XK3OB!KUW;1ZDWAF5M+F;;')&^ M6/.,X]*
.PU'POHFK31S7^G0W$D2[$9QRH]*;_PB>@_V?]@_LNW^R;]_E;>- MWK6M$Y=%5A@LB\FM*6))XGBE4-&X*LIZ M$5S5OXSM9O'%QX:TN8N8HA('SD,*L>)A
%ECX6CM&O@Y^U2B*,*,\FF!&_MCW1TJ R MNP?)' /J!5^/P_I44US,EE$LEU@3L!S)CIFM'^&N(B^)%FVJ:]9O9RK'I !> M7.1)GC@4KL#>O_"6@:K.DU_I=O<2HFQ6=>0OI6E96-
MIUI':6<*PP1C"1H. M*D@E$T"2C.'4,/Q&:DH **** "BBB@ HHHH **** "BB MB@ HHHH **** "BBB@ HHHH **** "BBB@!#4*?\3?2 MIZ@3_CZ;Z4 3T444
%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 M4444 %%%% !BN#^)OBB[\.Z=9P63+#+?3"$7+?=BSWKO*X_Q]?\ AZ#3X++Q M);M)97;>6) F?+/KGM0!'X1C\40O+_;_;7FG%-
\,\>,G\:@F^*?AV'54LD> M5XS+Y3SJGR*^<8S7%>%)'TOQW<:%H>IR7^B2VKG._>J'!P!Z&M+P+K/AC2_# MC:;JR0+?Q7122"2,&1F+<''>F!+IGBVVT'Q1XF^V/=S;)?2.5(U+@+]].U=V/%
M.FC1K/5M[_9;S:(SMYYZ9]*Y/PS CZEXRSR*&(YQMZ9KG;?S=*^$]NS" M:18M45CN&2J[OY4&\XJSEZ?D>M7VL6FG7-K#.Q#W3;8^.]+?&-Q/
M+//;VR0F*$?,%)'84OB/7[#5O%/AVVT^83LSLYV=%'O4NCH6\?>-=R%@88@ M1P?E-.VAS1;;:9%X&\?17WAB[NM8ED\^T9Y9I!&=H3/ ![G%7+#XF:/J\WV MQ75M-=
I;&6(@2Y!P.34$GF\Z%.75=_<4\:/%X@ATV* M_P#%<(E@B4VL<2;75PO2@H[CPV^J1?#%&TE$DU%?,$*OT+;SUKG;+Q XJ\-^ M,]-TCQ!+!=#53]R/&8SZ_2MOP7K$.@_"2WU.^4O;\:
/8]0:Y33YS9JK7(C/E!NA;'&:\:UG7/'? MAZWM]:U2^M6D5E6:RB8#J?26\7:=-K;J>IZ6RS![&$R3,J_P^U>/^);#PK+H M4^IZ/X@DNKV69)8)=RS%MWW2*0'O>G77VW3;>ZV3>VV\V4CS/%I%-
+$Z+I^HW%M/=VL2,$UH11+$BHBA448"@<"I** *6H:78ZI' MY5]:17">DBYKC/'?P_?Q@^DV8F%OIEJX:2../85Z!10!GP:/8PP6 M/)9QDH<8R*T*** "BBB@ HHHH **** "BBB@ JO.&.-
IP015BH9Y!$FX@GG' M% :]#Q74%'_"4:D!@ R$TDRK'!N)S["O2KCP=I=Q=2W39#RGQ\I4R>M.NZE]+DHUBT\/^#UU"Y8*L4.Y4[L<=!7ETT5Y/\ M#K6]=U*V-L-7NTE6%^"$!P,UW7B+X?
6NOS@KJ-Q T:A(T^\BCZ>M367@G;I= M[I^MZH^I6TRA%1EV^6/:O'DTW<^GIQY8*+.5\7G;XX^'JP!=GR[0.G2MOQQO& M!X_)R););+(9R#G@XQZU9TKX2VCMCN$2KU/J#VJ#0N>*+#5)-1TS4-
,@6>2T-;R>48DE; MDM3OI8#S;XDPKK?Q T/0Y&M+TJUOWM9=/D\Q+E1 MDGG)X]Z:: P[R_U!V\=:-=WKO;6EJNR1NHXIN@6FK:=\-M/U>SUE^%4I"1E<
M%L8KJV^'T,SZPTVH.YU2W$$GR^G?ZUH2>$;/_A$+70DN&CBMPHCD'L<\U-P. M"UOQCJ=]XMOK.SNIH[>RMQ&1$O+38SGZ5%;^+?$VIMH_A^*Y^S:A*Y\R>1<%
MU'>NLUCX>+>ZY)JEAJIL)I81'*$0'>1_%]:;?#V&]M[!QJS1ZG:#_C\"\M^ M%5= (9-^OG7;O*[<"NHU>U34=(N[)GV+<1-%NQG&1C-2P/"+J MY/BV:V\4N3'#I4UMYT87)8#JU;6F^)4&L^*/&$\
(9HMEO987J".,UUOASX=0 MZ#X2O=#DU W#72E3/LP0.W'M5KP[X T_1O"L^B7,IO%GSYTK#!/ICTQ3 \^M M?%/B4QZ5=0RW5S/)(7N45"4Z*#2:>7GUWQI).@BDDC1GBQC:
(9OLT,I=4V8^7TJ[;_^MUN=>G-_))-JA7+$G<#F/%VMZ[: M^(K:T2\GL-*6S5OM*1%PIQU->C^%I/\.6];GA;0(O#/A^VTN*4RB%?FD/&X^N*3: V:*;O7&&,PL%#I%WJ-S=W/VN:\)#.RX^7^[
M5I/!OAZ*02)I-JKJVX,(QD'UK=HH 11@8SFEHHH **** "BBB@ HHHH **** M "BBB@ HHHH **** "BBB@ I"N>O2EHH ;L% 0#I3J*! M6&[!Z#-'EKC&!3J*!B8%!4'M2T4-
V+Z"EV@=*6B@!,48I:* $P*"JGJ!2T4 M)M'H*0H"N,#'IBG44 ,\I/[HH\I/[J_E3Z* $VCTI-@(P13J* &[%]*7:!V MI:* &[%]*7:*6B@!,%%% !1110 4444 %%%% !1110 4444 %%%% '__9 end GRAPHIC 40
ex10-54_002.jpg GRAPHIC begin 644 ex10-54_002.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-#0L+ M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#<I+#$Q-#0T'R<Y/3@R/"XS-#+_
(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0$ $" P0%!@<("0H+_\0 M1$ @$"! 0# 0<%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#W^BBB@ HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH * M***
"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHHH **** "BBB@ HHHH **** "BBB@

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"BBB@ HHHH **** "BBB M@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH * M*** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHHH **** "BBB@ J$8-S[XJ:JP!_M GMLH LT444
%%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10 4444
%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M%(1R*6B@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** "BBB@ HHH MH *J+&_]IM)N^39C'O5NJRL?M[#_&: +-%%% !1110 4444 %%%% !1110 M4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1
M110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%% M% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%%
!7E(U"!?\ A)I]GKK/FV^G7+:A?-=A95)5 >Q''.2V/7!%7=&CO]9BU3Q+_:EP+"\A8V$"D81-OWOKFK#:+XAU1] M*M]5EM7L8B9+U$&#(X^ZH']T4W0O#VNZ)_:VG+);-I$N]K%#G="3_"?]G-' M,Z5?
3:GH&D6I\57]EK%RS+%(\>5?:QR.G<5N6EWJ/BKQ7J%@FJ2VUAH^V%C! MPUQ*5R6)]!18Z7XGT;1=-TV#3-.NIH]P-U(>(223N'?O4QT36]!UZ]U?1X[>
M_M".,W5LQV_O1@%E/ICF@#G_$U]XG\.VVC076HR%GUE8HY01NF@(Z-72>,; MJ[M?%?A5+6[EA2YNFBEC4_*XVD_C4.L^&-7U[1('U"XMVU2UO1]O M'\]E
93T4>PJY=IK&C:YH&G2:O+.D]Y+)(Y'+Q]D/TK1\1:/J6I^)_#^H6B MQ&WL93)/OZX/I4NMZ3J&H>*M$OK<1"SLV9IMV=QSZ4 9FCSZMXOO]:E>]GL;
M"WN3;6JP$9W+U8_G6%_PE>O/HFKZ>;P+K.CWZ6WVA1\LX)XW?UKH;'1?$?AR M]U9-*^R7-E=S&Y@6I7L=WQPEH MGC&6)'8?6L?Q#X*.IZOI6KV>R&\BDB-XN>)D7& ?
4@UVX&6S0!Y]J6OS:OX" MT9-+O)(]2U,Q11R+]Y77'F?E@U1U'7)K#XBWNF7FL75O8+I8?=& 3O'5O8XS M6EX8\%W^C^)KN>[N5DTN"1GTV%1_JRYRY/XDU9FTG4(?'6H:FVEQWFGW%JL0
M&1N+=^O:@# NM8U"P*>&Y+/7IIHKS41$;ME&]X6R1G/?BM'P_KFLW?C_6+& M"Y;4-"@@W1W# ?+-CE 1U[U6OO#_(DO[31@]G;(+351/]F& L,(! 'OP:TK M/PQJ?
AC7[ZXT23SM,U'?)):L0/)F/1E]O:@#F]*UO5M7GDCFUJXM-:6^"R:9 M.1&K0@_P9'.16R_B?4-A6^)OM-PTFFZ79).EOMQ\S#IFJVJ>%?$.OZ?IUGJ MEO;?VE;7:2MJT6 ?+!Z#OG]*T3X:O[[Q?
XADO(=FGZA81VJ3*P).W/./6@!N MF:?X@UC18O$$GB&XANYK=I([6(#R%STSD9KGY?&VOWNG>'=5TMFDGN7ECO;$ M ;6$/+E/P>8WDN**Y+_5_"=SI-V3IVIR21S1@9.57.#Z$'BN
MZ'2N*MO!4FE^.(]5LIQ_9C%Y'M".(I6&-R>F:[4=* %HHHH **** "BBB@ H MHHH **** "HA&!.9,\D8J6F;AYNW(SCI0_^BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ MHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH ***
M* "BBB@ HHHH **** "BBB@ I-HI:* $P/2C]*6B@!-H]*-H]*6B@!-H/:C M:/04M% "8&E&!2T4 (5![48' MI2T4)@4;1Z4M% ";1Z4!0.U+10 F!2T44 %%%% !1110 4444 %%%% !111 M0 5
/^/MN/X>M3U$%/V@MVQ0!+1110 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M !1110 4444 %%%% !1110 4444
%%%% !1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%
!11 M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !3?XZ=3 HRHK%"T=F[#(Z\BF1_$?3'$C2 M:=K$:+)M0_8G.\>O3B@#M**X_P#X6/HFUG-OJH51EBUA(!^5+'\1]$F0-%!
MJCH1D,MC(0?QQ0!U]%$G^% '7 M45R1^(FC!L,_]>,G^%(WQ%T5WQ(T51DVNK?\ M@OD_PILGQ,T&&!YYHM3BB09=WL9 %^IQ0!V5%!;:K_X 2?X4 =?17('XC:,#@VNK?\
@!)_A2#XD:,I!X M\T1KO[3Y.K@A=NW[#(!_*@#LRP'4T YKA/\ A--)D%]YAUATG/RK]@D'E\8X MXJG_,)1H0LTMPVN@*D4A.*XM/'^EK9F*.+56D5,(S:?)UQ
MP3Q6%#XJ:XATV74+C4Q=V]QYL_DZ=($D49PN*0'J.:6O,V\2:>^MV^HK=ZRO MELV^$Z?)M=3VJ2X\66%Q%=DWFKJ\WRQLNGR#RQ3T](HKB+'Q]HUE906SC5I
MF10ID:QDRQ]>E61\1=%)QY&J9_Z\9/\ "D!UU(3BN/E^(&B2!6,.JJ W:QDY M_2H9?'FAS.V1JP+#&!9/Q^E ';T5P-SXRT62R6V$FKQC<&+BR?J6\Y_>"R-]"L9WD-UJDH=
<%7LWZ^M79_B/H$T#Q@ZDI8%=RV3Y'Z4 =IFEKRB M'Q191P7%N^KZH\4L)52;)PR/G@BK6G^,]/A;3I+S4M3EDMXF24"Q<"8D\$TQ M(]-I,UYQ?>.+*XOK*9-
1OXK:"8R2QK8/F0=E^E-L_'&DI'*DMYJ;2&Z:9&-D M_"_W?I1H!Z31FN%N?B+HDA@9+C4(MC@L!9/\X].E*_Q"T8JP:ZOE)DW(19/P M/0T#.ZHKSFU\?:?'K-U/)?
7TEI(@$<1LG&Q_6L73?&5Q+KB:EJFOW8C5V5;& MWT^01E>V<]Z0'L%)FN&3Q]H:P2[KO4&9VSD6C_+[8K)NO&<5[KL$EMJ]U#8 M)AC$;-
\MCKDTP/3Z6O+-7\:V5Q8W,.G:K>QO=28+M:/F%,?P^^:TX?'.DQ:# M#93ZE>27?DB,W2VC\M_>Q2$CT"BO);CQ-NTM+&U\6W:7T;&0S_8F;*M]U6XJ M&\\9ZN;-
DM/$,,DDH$4S_8G!@/\ >44#/8**\J7QN;:^GN+?5I+GS!$BPS6; M@*!]]OJ>U7M1\;6-[97B6>KW4'F!5C?[(V8SWQ0!Z/17EVA>.(;#2?*U/6+F M[N/-RTGV-QA.F![UL-
X^T21Y9(M0NT5X2B@VS?(W9J .YHKR+2_%=U9>&K^V MF\1SW.K32%H+B6T8K&,\<5MV?C:U@M8!=ZM(\Z0%9BEJV&D/1A[4 >@T5YQ! MXVM(]/,/]LSR7,FXF4VC<$^GIBK-
GXSL+71)(I=7GGN@VT3&V;(STX_K3 [Z MBN'3QUHKQV^[5KB3"[B\5NV'S3-0\<:)?1A;?5+ZVD4$*R6[=??B@#NZ*X"7 MQ[I202HNJ7/F&WV*YM6X?
^]4>F^/-.@L;.WGU:66>'/VEC:MN;T^E 'HE(#F MO,T\J:BEA;W$OVA_N+)$5W?3-=)0 4444 %%%% !111 M0 4444 %%%% !1110 4444 %%%% !3?XZ=31]\T .HHHH **** "BBB@
HHH MH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ M J.?_42?[I_E4E1S_P#'O)_NG^5 ''?"X$>$""<_Z3+_ #KM,>]<7\+.?!BG
M_IXE_P#0J[6@#,\0.8_#VHN%+D6[D*.IXZ5!X2CDC*Z>)-P?R@2&ZC/.*G\ M1"5O#NH+#&LDIMWV([;0QQT)[?6F^&XYH?#EA'<1"*80KO0-N ./7O0!J8]Z M,'UI:* $Q]*,>G%+10
Q0P)R>*YWX@+GP!K8+8_T5N372XKF/B&1_P (!K((MSNMRN![D4 ;.COYFBV+@YS;IVQ_"*NX]ZJZ6-NDV0YX@0<_[HJW0 G/K1SZT MM% #1NR<].U+SCK2T4)SZT8/K2T4
)1CWI:* (B',J$$;1G-28I:* $Q[T$ M9I:* $Q2_C110!%-O$9V$!O4BI /I2XS10 FT>@HP/04M% "8]A2;%SG:,_2 MG44 ,*+C[H_*D6-"H.U3^%2&@8QQTH 9Y2?W%_*CRD_NK^ I]%
#/*3^ZOY4 M>4G]Q?RI]% #/*C_+B_]\BHH;9(TVF-,YSG;5BB@",P1'K$A_X"*/)C_P"> M:?\ ?(J2B@"/R(CUB0_\!%'D1?\ /-/^^14E% $?D1?\\D_[Y%1+:QK,[&-"
M&_V15FB@"/[/#_SRC_[Y%)]GA/6&/_OD5+10!%]F@_YXQ_\ ?(H^SP]H8_\ MOD5+10!%]F@_YXQ?]\"FM:0%@?)CX_V!4](?O"@"+[);?\^\7_?^\7_? H^R6W_/O M%_WP*FHH
@%E;*Q*VT(SUQ&.:065J&+?9H,GJ?+'-6** (?L=M_S[P_]\"HW MM;;Y<00CG^X*M5%)T&,]>U #1:6Q'-O#_P!\"C['_/M#_-^Q4PI: (/L M=M_S[0_]^Q1]CM?^?:'_+]BIZ* (/L5K_S[0_\
?L55U"TMDTZ[9;>(-Y#_ M #!!G[IK1JHJG_(*O/\ K@__*": .7^&EK_P .]&9H(F)A))* G[QKK/L= MK_S[P_\ ?L5S7PR_Y)QHG_7 _P#H1KK* (/L5K_S[0_]^Q7'^&+>%O&WBI6A MC($\>
5''RBNV.<<5Q/A">*X\9^+7B;<%N44GW"B@#JY[&V^SR*EM ,@]8QB ML2ZNE@O;6S&EJMN2%>58AC\.*Z*BCC^)'AI4C1!LD/RKBNZKA_$!!^)7AH=?W4AS7<4@"BBB@ HHHH
**** " MBBB@ HHHH **** "BBB@ HHHH *:/OM3J,4 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %1S_M
/'O+_N'^525'\O^X?Y4 <7\)SGP/&?^GB7_-"KN*X;X2_\B+#_ -=Y M?_0J[F@#)\4?\BKJN#C_$63G_@)H\+L&\+Z85+$?9TY;KTJ+QA@^#=9R0!] MCEY/^Z:/""
[/!^D+D'%K'R._RB@#;HHHHH **** "N8^(:D^!-5(.-L.>G7D5 MT].><=*?2$ G- "T444 %%%% !44R;@,L5P>U2TT\D CB@!1T MI:** "BBB@ JGJN1I-[CKY#_/H)JY5'6#C1;X_].
[_^@F@#"^&@ ^'.AX_Y MX?\ LQKJZY3X:?\ ).-#_P"O?_V8UU= !7G?PZY\4>,CW_M ?^@UZ)7G?PY* MCQ'XQ;/74<<_[M '>7N?L<^WKL-95NBLH_L"OO91-
GOQUJ]=ZA&B74OX'Q+\-*.T,E=Q7!:Y,)/BCX9 !&; M:5N1[UWM(HHHHH **** "BBB@ HHHHH **** "BBB@ HHHHH **** "DSSBEIH M^^>/QH =1110 4444 %%%% !1110 4444 %%%%
!1110 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !4=Q_Q[2_[A_E4E0W6?L<^.OEMC\J .*^ M$6/^$$AQT\^7_P!"-=W7"?"+*^ +7/),TO/_ (UW1.%)H PO&W_")&M?\
M7G)_Z#5CPP&'A720V[/V2+.[K]T55\;.%\#ZP6[VC_RJYX:S_P (QI>=N?LL M?W3Q]T4 :E%%% !1G%-+ 'D@?6C.010 ZN8^(,?F>"[[G&P!^GH:Z9>5%#U]J@A&9Y7"D9QR>]
%BBBF2RK"A=SA$+&7#DC: .[2:Y>YN8Y(%6)!^[D!Y:KT>2BD_W:J3O+"L\KL&BQE% Y MJU"VZ)&]5!I@<1X@'_%U?#9_Z=I?YUW=,XY9?"M[%!(8Y'7: MK
XZUJ:5&T.DV<3$EDA123Z@"L'XAS_9_!]S)Y:2?.@VOTY:NAL#G3K8X S$ MG3Z"@"Q6%XPNA9>&+RJY8"MVN;\>3?9_!][+NC7;LYD7OTJ6@ HHHHH **** "BBB@ HHHHH **;O&X*2,
MGM3J "BBB@ HHHHH **** "BBB@ HHHHH *,"BB@ HHHHH ,48HHH ***123UH M6BBB@ HHHH ,4@QT%+31C<<=>] #J0@'J :6B@!,#T%*!@<444)@>E+129Y MQ0 M! /6BB@
Q1110 FT'J!43J#)'T')J:H7!,L77'.?_KT 2BEHHH **** M# K-\0,$\/:BQ[6[]/I6E6!XUN/LO@S5YCNPMLV=O7TH J_#@_\ %N]#_P"O M8?S-)XP\:0^$3:>?:23);./1$B*PV-G"R2,>6WY-<[\8
M+T6J+GP^;QA"2EXX+1Q>O [T =NOBRUBTS2[R\MKFW?4'$<N6\ M(:I:V6ORZ;+;O)$K1E2]9V4Q3!N%.,D_KBLOP ME!:ZGJD&H;
<36VIW!13)M;&",X_BH$=A;:Y#+K%SHD]XC7P.Y%5,86NA0;54 M'J!BNRI%:3%W51L;ECCM0!1T[7[74Y(5MX[@K*A=9&B(7]ZUZY/X<-))X'L& ME8ER&SSG^(UUE-
[B6Q%/+%;QF:5E15ZL>U/1Q(H93E2,@U7O;:&_MWM)L[7' M.*?;VPM@P5B0<8![8&*0R>BHVB#2I)N(V]NQJ2@ K'.O(MY=6WV6Y8VX!9A& M<-GL#WK8I ,=* &Q-OC5^?F&>:?
36;8,GI3J "BBB@ HHHH **;(VQ"WI2J< MJ#ZT +1110!#),GUJ6/388[Y[W!:=QC<3T'I3 N=112=%I%.>12 =1110 4444 %(M%)(')I:* "BBLW6]=T[P]8?;=4N!!;;PAD/0$]*
>O>+M\."$ZA*^9G,: MB%"Y# 9P0*GT3Q!:>(8)9K)+A$B?8WGQ&,GC/ /:O(/$(#_%#4&CO;[9 +6+'78,G'7B@">FD'<#BG=J* $) ')%-DECB ,DBH&.!N. M,GTJ*>V\]L-
(P3&"@[U1UCP]8ZV+4W:N6M91+$5?Q% 'E^G>'M4US7XI=-N/*%K!:O, M-Y7<.>*ZWQYXDU"QUJP\/V\MJL.HV[1NTRY\MB, FJWACQ//ID@M%T.6X01P
M(+FW7EE(^\WL*=XV3PQ>^,[>SUZ.>.22TW),IX(';'7- B>YLE*?#K1+*ZN MYWDM)TQ/:Q^9GYB2#Z YJ'PAI$U_K<6LV[A([>[E\Y&'WE9>,>^36YJ.N6&C MZ=H45F)Y+*Y?
RXUBCW[E YW]JA^%S))HVHO&7*&^D*EQ@XS0,NZ;X8N-.\= M:KK_)RFWO(E18N^1WK=N-9T^UNA;374:3'&5)Y&>E7)FVQ$FN \07NGVGQ!
MTV.>Q\S[4GESRE"0IZKSTJMP++6\4WQF261 SQ:62A/8[A7=5Q$?'Q@?'1=+ MQ_X^*[>I **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ J"W4HK9;
M)+DU/5'3FW12?]=W_G0!>HHHH **** "BBB@ HHHH **** "BBB@ HHHH ** M** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ K)\3G;X7U,^EN_\JUJR M/%.?^$5U/'7[._\
*@"GX!_Y$31O^O!SZURWQ""R>&HXVSM>]MU./0N*ZE%6 M.-4'W5 H ?12!@>E!; R>E "TC')]J3>O&#G-,>>$2K TB"1P2L9898=R! M0]&#(""#]#7,^/CCP]'U&;J(9 R>M=(JQQ
!0%![5RWQ"+-X>A5#AC>0@'. M,<]: .I@_P"/>/\ W1_*I*9",01@_*/Y4^@ HHH)Q0 44FX49% "URGCG5K M'2]*A6]M9;C[5+Y$21GG>0<&NJS7+>,
[2UN8K&YN$GE:RF\^*.$9RP!Z^U.. MX"?#K(\#::""/D/![M'2DR!1D4 +1110 M4444 %& *:SJH)8@ =S09$7&Y@,],G% #J*:)$/1@:02H<88'/O0 ^BF[U.< M,./>E+8^M "TT-
EB/2G9IH4;B1UH =7G'QHM&U+P;%ID31B>ZNXU3S&VKU[D MUZ/7E_QTVR>!%A5':YDN8Q %7.6S0!S6K6DL'CR\# MY-E:J[XXSD"O<+?FV MB_W!_*O&M3M[HZYJ-S-
>0;4MK*$VP)\P8(/(^M>RP'_1XO\ <'\J]):*3<*- MPH 6BF[USC/-!=5^\0/J: '44W>O]X?G2[@.O% "U"PW31DC.,U+N'K32%+J M2>1TYZT /HHI,T +1110 5R_Q&./AYKI_P"G4_S%=17+?
$N_P#7J?YB M@#R*35?L/BS1H;:>ZC9GM4D5),)(OJ!![^]=/\2[R?22?%UIJD86W2.RD*W+Q> M8LC8X0]A6&!JS>.="LXQ;+;E(7C;9&69%')R><\]ZZ?X@:U>S>)(_"=O]8-KJ>I77Q(O-
,EEA&G6UNLB18^X]JI:!8@B_Y+',.?^07 M_P"S"NXKA+>XCE^,]W"C9>+3!O'IEABN[J!A1110 4444 %%%% !1110 444 M4 %%%% !1110 4444 %4--79#*,@YG<\?6K]4=-7$,O.?
WSG]: +U%%%) %% M%%, HHHHH **** "BBB@ HHHHH **** "BBB@ HHHHH **** "BBB@ HHHHH *** M* "BBB@ HHHHH *Q_%7_(J:I_U[O_"K8K'\5G'A/5#_T[O\ RH J>"%)\"Z0
MJG'^CCG\:O7&E275\9GNI$C50$5#C![YJIX(&/!6D#_IW%=!0!R_C)8(= ME MN/-:/[;;@%.6SO&/PS73!1ECCD]:Y?X@'&@6W_80MO\ T8*Z>4D1.1U - '- M>)Y]6CU#1K/2KIK474[+-
+Y0< !<]^E2V>E>((KIGN]>6YA*%?*^SJO/KD5H MZ==M?6ZR>7M"N5!?K6B * .^CM%"!21E3]:[ZXN;8W:V,JY>>-B 1P5Z$57M[>"RNX M;.V(A@CA*I;HN%]J8$.DZ=JD%D$U+5?
MT_F[Q*(@@"^F!67\04QH4&WK)>P MJQZ\9KK(UV1JH'05R_C]XTT6S\Q@JM?P+N)QMY/-(#J(AB%!_LBGTV/_%%:\ MYX%.H *0C(I:0]*>4*]@@>[M<2,K'[F>5!4_V89SO?
\ZE12I8GO3J+@1E#O#; MN,8Q5)+:98YOM$JR2.&56Z]!6C7*^,(IY_L$$6G7MVC3@NUK)L\H>K>U- M3^$='N-$\,6>FW04RQ$[B#QU)_K6Y:P&W1E,A?+$\]O:B(,T"9!5MHX/:IAP
M*&!&$83!@V%Q]VI.**0!1110 4444 %%%% !4;0@C&X@YZU)10!$(<8RQ.!3 MA&1N^8G/Z4^B@"&>'S(#&&7(]QUI#;*1&0S!D& 9Y;*+.UFE._GU-;-% %&WTF MWMEB6,R;8D"*"Y/
.:SY/".F23M*6N@S.7PMPP)ZX%;U% '/MX-TMCG?>#@ M#BY;MT[U>318(XX$66?$#[U+2%B3[D]16E10 U4"NS#.6Z\T*,$\=Z=10 5Y M7\;ENY-&TR"V9E$ESC(.,/QL.>W-
>J5Y;\=6\SP9;VL9)N)KI!$@ZL0>U F< MKJ)^T>.M>4@EX+:SAG8GG<2,G_Z]>ZPPPK]E@7+ (BXY]N]>)7=S=3>)]U0ZEX;M-4CV337*\YRDI%;%%.X&)IWABRTR9)8IKIY
M%&,R3%@?PK1N;"*ZADC9G42+M)5L8^E6J*0%*WTV.WMH8/,E81+M#%N3]:GV MB.9 3G(Y/2IJSKF6<:M911J#&=YD)Z@8XHN!H*4<5A:A8ZI+XITV[M;H1V
M$2L+F(G[^>G%;U&!0 4$9&*** $"X%:Y_P!>Q_F*ZFN7^(K^7\/M M;00-?2L!\AQRN/ZUU&N3^"9/'UXFO1 M&"[B@B59Y7(5\DXV_3UJ.U\":O/?IJUCJ:K9WUQ!=S6SC[BJ/NK5#Q!!=?\
M"S=5-PFG&U-@CJ;V/>@4']*!&SXZM="?3?#U@[7LD4LY%H+4>87XY!)_AQWK M-^'S&/4=!MEB$2QVDX(Z_P#+1N :V=?T]'U+PA<"^-JUNQ(6U^ZX*_=_=?\
MOPUM;>3PA8W1A43"2=5?'('FMQ3&;>EZ;;VD]U=*7>>63+L6SGVKG[N;3-/^ M($3QZD(]2O'6*6!D!++MR #VKI=*NK.^M'GLBZ=#CVZ5Z97F6C<_'_,1>VG0_R%>F MU(PHHH
**** "BBB@ HHHH **** "BBB@ HHHH **** "J>GG,3G&/WK?SJ MYWJCIA+02$G/[Y_YT 7J***2 ****8!1110 4444 %%%% !1110 4444 %%% M% !1110 4444 %%%% !1110 4444
%%%% !1110 5C>+3CPEJI_Z=F_E6S7. M>/YWMO .MS1XWI:N1F@"3P2,>"]) P"O<5OUA>#,'P9I!'0VR&MV@#COB3G_M (1^QP?^8I:Y_P"_@KK991##)
(WW44L<>@KDOB1DZ%8*!DG5+7C'_305U[*L MB,C#*L""*,_2+XZI8)=-#Y()8HE"HHP!4M# P?$5CJ% MWI5^EA)MN9(P(6!P5((S5NR6YS;>.+R& M33-)=74 :M;??.!U-
(#LDSM&>N.:6LS3M:M=3NKZV@WB6RF\J577'/7(]16G M0 4444 %%%% !49(#$%N<9Q4E,=-Q!''K'T 5KB]6WB5U5I0QP"M/L+EKRRB MN'B,3.,[#U%->VD*HL;[%%#9(
[>E36T/D0B/<6QW-,"6BBBD 4444 %%%% ! M14;L0R@' ZDXIQ=0F\L-O7- #J#TJK::E97Y<6EU%-Y9PVQLXJP2,=: !G"] M2!]:=7-7]X\-ZTLD9<++*J!P?E0$]QZUKWMXUI$KJ#
(2ZKM')P3C-.PKEJ:58 M4W,0!G'-25SUY'K?VQIGNH%L@P"P"#>QYZDUNB5%98V=1(>BD\TADE%%% !1 M110 '@4@.1R,4'H:%Y% "T444 %%%% !1110
5POQ0CNQH$5UIVF?;=0BE"V MYQGRBW&['M7=50U=WBTF\DC9D=8F*LB[B#["@#QJ]>1/&^NP22>89%L&E']U M]PS^M>YKPH^E>-:GHMS83ZIXCFC0QZK>V2P-N^?&X [AV-

MC6)HMK9VFG6NFRP-#9_9/,,!B6SO&/P!JI:!% '1V'_(/ MMO\ KBG\A5D|*KV(Q86__7)/Y"K% 'F>N>%K/2M*M-*"RSQ:AJ@GN2[X+MG.
M0>V*!"2SB3.P$93RSSU%87BM?,O]#0X_X^L\C/05TP[T 8D>E6FS=G/US6Y6?Y;?V^),?+|FVY]!U:% !374,I4]Z=6!XAU^YTJ>UM;+ M2YKVZNLA-O")C^\>U &I=,8I*0(?
F"X'M6%KFI3>%/"Z26|G-J$Z818U!)?/ M]5-5UIQ7H,MN!Q86-Y:LVUA;R'SF^@/&: M $UV#2;,P!IUQ)X>N;J'/RVUMP8R_7(I,UJ>!%OE\+6J7\,D,B,P1)#\P3)Q
MG*O:#XAT_Q#;/-8RDO&VR:%'N'B;T85K@8/6@!:*** "BBB@ HHHH ***** " MBBB@#,UC3IM2MA!%E6+&QBT^SBMH<|{Q@9ZFK=% !BN"^3\9 M%*-CSL#R#U*L *
[BN*F'_%X;4_]0N3_-"% '8L\P$$;,#6->GC999-+M)5E>)DE9N&QE1GIGH:=)<>*%NXH99]\Q8_,9#OPW;(MJ:;P)8WHT||FI#$VF@;QNR7 MY3N*06OBM8@B2:8H4Y
^?!]JZ>B@#E=1T[Q']=K<6EQ_9GV6>(QR("X+9Z\U M)#9>(X-.BMX!I;&% D>2YP!ZUTKEDXVDEI.15:RTWQ#9(D2#3S$&8X+N<9Z5U#$A2?:HK5S) C MEB<\\T|@<{#;>*QM:=M-
>0.>5+XV=A4J)KV1-G DG#./IBNCH! > MLC?#8 !BWZUT%% ''+H^N+KT^KK#9^;-"(60R M-C@YR*?%IFOQ:I=ZE'#9K97*@#_ &>E==2 $$Y.. .5IKCO?.D\HCO9
M0?,RQ1R.21@\$XI&K E\4F52;;P\l0';(KHZ* .9AE\3O')'+96@.XX8N>1 MVZ46NM7VZ[L;JVC74K=/-CBC.1{G;\;Z:/H-8T]M',A:2%8|P^P_,V?'N>GYT ### M<7;;%.UN%G9PC|:
[6N+^)PSX9MQ_P!/L/\ .@#L8?\ 4Q_]H_E3Z9%_ MJ4_W13Z *NI$#2[HGH(F_E7, ,#EB? &G(HP2DA'_ 'VU=%K+B/1+YR0 L#DD M]N#7/_#=P_@+:3#D;?\ ]%FNVJ1A1110 4444
%%%% !1110 4444 %%%% !1110 444 M4 (WW3]*I:5_QZ'_*Z-_.KC?=/TJAH_'D?^NC?SH T:***2 ****8!1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M1110 5RGQ)Y^'VKC_ID/_0A75UR?Q)/_ !0,]CU0?^A"@#I+'_CQM_\ KDO\ MA5BH++_CQM_^N2_R[<|.* .,\3G_(F>A?\ 7R?Y5T@[URGBEC ;WAM02 ,F M3(QP?EKK* (
H^V!N_EX_6IZA!_TGW*_U];@ I"N>>]+10 F !S?$^,K@CQ+ MX7MXTW2273-SV4#FNW/-+8>(M9Ll9\8Z-%;QGSl-U/R&=NASUQ0_6?"UUX8 MMYO$VB7$LNH17#7-
VK<"YB_B0CN0.E>@:?7Q:IMM?P-F*>,.!Z9'2IY(4FB MDCD 9'!5E/<&N1^&DC#PW+9'.+.ZDA7)SD;B?ZT =G0>E%!.* $ QQ2T@.;6 M@ HHHH **** "BBB@ HHHH *XJ3_
)++!!_V"W_\ 0A7:UQ+GXPQY& -,;!] M?F% ';44A.#CO2T %%(#FEH **** $(H XI:* # HHHH ***** $;|I^E"\B@ MYVG'6@9[T +1110 4444 -?|I^AJ&SQ|F3&/PJF>(MK8\01 M*K'*#
[&IVC'3K5:+P_XI1"&\6[R>Y L5X_6@#3\6D#P?K!)X^QR_^@FN=\#07 MT&C*7:!-/-DGV94&&7CDM3]:TK7;3POJC7VOK>0+8RAX_LBH6^4\Y!]+PYIG MB"[\'Z3]DUV*TB^RIE/LBR?
J3Z4[@3^!M1L[BQOX8=9M=0$$K;T@AV+%Z@G' M)]Z>^HZS+I$]Y!9Q6VH"-ECC9OEVIN&_$(HO+5/+\K["NTC/UIW R_ 9D?Q'XIDFYUWQ@\DHE=+Y(BP7:/E4CI7HU2 4444
%%%% !1110 4444 %%%% M !1110 4444 %%%% #9/N-I* HZ. ++CN['1;O2?ZMOH:I:1_QXC'|YOYT 7Z M*** "BBB@ HHHH ***** "BBB@ HHHH ***** "BBB@ HHHH ***** "BBB@ HH
MHH ***** "BBB@ HHHH *Y+XE?\B)J./1?_0A76UR/Q+8+X%U#)OG:!]=PH W-M1>I:V=N&!9FC0*B]3Q2W.J6]L#YI(&Y4QCN>E3VL:FUMWV@L(E >Z]*DD@CD M WHK '/([B@#G-?
2&7Q#X<26=HG\Z1D3'#_+T-=)$[.I+KMYX%NS<,%PHSU'K4LS2+&3&H9NP-0?\ ,6S_M -,?ZU;H :2P QS2C/>EHH @:247(3R_W9!)?TKSW7-(@TKQ/HPM;18H;C4? M..??EI)#]
[(!5Z37'>,^=<\,C_]IH [&N'^&Y8Z1JCCEC?RD"NXKB/AG_P @ MG4?^O^7^= '8-),.8CSP_.6I"6W+@<'K[4^B@!/10L.121KM7'O3J&(SEF MW# '3WH4N2V1@
\4^B@",)G8$NNTY('TJ2BB@ 4K%AC:,^M.HH *:Q(4E>3C MBG44 1PVB!D7;_<5Q"LA^-#*LI9QIAW)G[GE%#'U/0=>;V?_ "7W4?\ L%1_ MTH]$8'S 0.@-#LXA+*N7 X7UJ2@]*
(8WD(1XU;1-C$?]HU)0 QBX= HRI/S'TILKNNW8N!)Y]JEHH CWMD?(:5&<@[EQSQ3Z* M$YJ.5Y%C=D3.$LL;.P&=H%<
M9%=+220M96JA4')R3DGZ5W5<=IA;.A:VN@L2!H]M@>G)H ZP.Q?: M5(XSG%!*5OM87RVP,CC MP7$1' /E+_Z";;X,&/!FC_\ 7JG\]/&G_(D:W_UY2_\ H)I?!HQX,T-
C_U%S_(UZ;7F'PD!75/&I]=78C]:]/H ***** M "BBB@ HHHH ***** "BBB@ HHHH ***** "BBB@!DQQ"_^Z:HZ*^A4]W\8S]VNUKA_B<,Z1I'_87MOYF@#*L[<;8D&,#8,?E4M-3[@'L*=0!R
M?B ,WC;PJ!N*AI@G!X^YWKJQTKE=>C+^-_##@N-AG)P.#E.]=2OW:.*^/^)G MGMY7]:M574#[.3GG9C'XU^]1LJLP!M #Z*** "N.\8)O"S?+A;HLYZ]!TH]3M7!?"B;
[1X>OINFZ^E_1J[WM7G_PA&/"M MU_U_S?\ H1H] H/2B@!* $4Y'7-+2#&.*6@ HHHH ***** "BFJ#DYZ9XIU M!1110 5YM8C_ (O]JO\ V"XOZ5Z37GNF.O\ PN_7$++$/_9\)48X(QSS0!Z
6 MPP'-.II7YMU.H BAQF3'\]U+4-OUEX/WSU]:@ HHHH 1B1C SZT#I2,N[?'7B MG4 %%%% !1110 4444 %%%% !1110 AH7]HYS2/TIL&3*F>N *)**** "BBB M@ HHHH ****
"N,TK' "V/$'/_+A;?A]ZNS/2N,TD' A;_B(]OL-M_[-0!V= M0(S?:F7=\NW.W'2IZ@4_Z8XS_ #C- $]%%% !1110 5PGQ-,\EMH-I;HKR3: MK#PQX,,\5W=<;XVYUGPL/^HFG|: .Q484
^E+110!A>-/^1)UQ\ Z\I?_033 MO!___")NC_\ 7I'_ .@BF>-O^1&US_KRE_\ 034GA 8\:./^G2/_P!!% &U M2'M2T4 >=?"T.)/%#L5\MM7EVX'/4YS7HM>??"[!A\1X'/\ :\^?^^C7H- !
M1110 4444 %%%% !1110 4444 %%%% !1110 4444 ,F&89/ITU2TA0FG1]O M3)ZU?PKI1TH]*&&JGD;3%^.&/4=.202;Y)2$VI,XI'T :=%%% "':*XKQ?. M1XK*P;,AKEF+9Z8
[5VU<=XH6/_(2SPRSI01+(%)'? X% '8'H:X#X0_\ M(I7!];Z?_P!"-=___G-<'\(X)(O!K,ZD+)=S,A1]O/-`>TAZ4M%. "+R.*6 MBB@ HHHH ***** "BBB@ HHHH *XK10#\5_%!(&5MK4 XZ?
+7:UQFA_\)4_% M1_Z=[3_T T =G1110 4444 %%%% !12-GC!Q2T %%%% !1110 4444 %%%% M!1110 C=*2/B-?I2D9H P * %HHHH ***** "BBB@ HHHH #TKC=)_P"2J^(? M3[%;?
^S5V5<=HL;M\3/$5P%_=&VMXPWJPW9% '8U L;"[:0[=I7]:GJO&BB M\D?=EBHRN>E %BBBB@ HHHH *XWQK_R& "W _&$T_K7?9QOC7_D-^%O^PDE M'94444 8'C?_)$;?/\
KRE_]!-3>$O^10TC_KTC_P#014'CK_D1-<_ZU/_ M $&K/A;_)%/2/\ KTB_]!% &O112'M0!P?PQXL=:;UU>X_]"-=[7"_#%<:; MK+?WM6N?_0ZIJ@ HHHH ***** "BBB@ HHHH *****
"BBB@ HHHH **** (KC M_CWE_P!P_P JI;&#_9,.?>KTXS!(!W4_RJH$;1:=$C=0* +|%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10
4444 %<9\11FRT+_L-6W\VKLZXSXB^*1H UP)2QRHP!GBHOL,(OC>!&\XKM)SV^E &)/83OX]M+W9F MW2U9-Q9TWHTKINU K'}Z/*\ R(U=<_\ ]7^AKD_AB/\ BW^FGWE_]&-0!U]!
M.!FBFOPA^E "@Y%+3(_]6.<^]/H ***** "BBB@ I"0#BEHH 0MCK1N&[>EH MH *XS0_^2I>*_P#KA:?^@&NSKC="'_%S_%A_Z8VG_H!H [<-VWO0S!1D]*7 M%% #(Y%DW;>QP:?0
!10 SS 'V=Z?VI,#TI: $W@;UH<]<| M,4D)S"A&.G:@!]%%% !1110 =*]=97(;"]3^+ _$$%])' 3G% Z * -2BBB@#A_AEG^Q]5/K]US_ .AUW%%<1,\O^ M0']?_86N?_0Z[>@ HHHH *****
"BBB@ HHHH ***** "BBB@ HHHH ***** (K M@E;>0@9PIJ'3G,EC$Q&#CO4UP2+>0KU"FH=/):QA8DXX[\4= +=%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M1110 4444 %<9\0S_HWA_P#[#=M_[-79UQGQ"[KPZ/^HW;?^S4 =D.IH)P" M:6@!* ,3E)/Q,M@0,?82B<=ZT$P)7!ZS!Y97UBP"3F-%)9U_OCTIH CD_P"*
MBECVG_5 ALMJTOC_PY%EE417+|E/< <'VK MK,U3_=/\]Y7X8_\D]TO_MK_P"C&H ZZBBB@! ,4M%%% !1110 5QN@_$SQ8?\ IG;#_P <-=E7&^'_/DI7BW_
'+3_P! - '9 M4444 %%%% !1110 F><4M&.O_7%O^ MP@O\]F^N\9?\C%X6'_3^/Y4 =E1110!S7Q =5^'^N;F"@VCCGZ5I^'ACPUI M0_Z,4L MKAP<%8V(/X4 I@'3Y@=V-O\
#UIUBH6QA4'(''#DT^@%FBBBD 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M7&_$ Y7PX\J-V_]:[*N\$>9D\0^$;@^^M
'=]Z01#2T'I M0!R+.I^*,<>TEAIVX-GC[O'2NNKD/+9OBL' RJZ6,GT^U2P.6N)P>@(Q2RJ3=Q'9D 'YL]*: CBFG?498B@$"*,-W M)JTX8XV@'FJT>1?R]"M6ZQ"=]Y35 #\1O#I\W!%M=?
N_7@N4*"8;YXC\\@DWIV8_N8XH ZNH(MI':YE1HMJK]U_P"]4]1(7,S@_='2@"6BBB@ HHHH *XOQC_R,_A;_K]KM*XS MQ<,^*O"W_7W0!V=%%% '_&3/_"L=4Q_L?\
H0KK]#_Y%_3?^O6+_P! %3X;;C'&NYW:-5']2PKKM&+1H]L<63?>,8P/H]*X_QKN*XO5\?\+8,9ZBRNL?.^,T =I13=X]1^=!= M1PS 'T)H X]XG?\ (G/_-?4/_H8KK;3_CS@_P"N:_RKD/B8RMX/8
@_Z7 # M@_[8KK;9U%O^NY<[%XS[4 6*KWYQIUT?^F+_,C4GG)D_,OYU7OY4.FW8#J2 M(/!]C0!Q7P9_P"2>QGUNYS_./FO0:X'X.1/%\/+<2*REKF9@&]"YQ7?4 % M%%% !1110
4444 %%%% !1110 4444 %%%% !1110!3U23RM/E?TQ_,K,.#" MF/|HJEK7_(}C^@_G5RW&+>/_ '13Z 24444@"BBB@ HHHH ***** "BBB@ HI MHH **** "BBB@ I#TXI:*
((1,)YC(P,9(\L>GKFIZ**_B "BBB@ HHHH **** M "BBB@ HHHH *XSQ3C A-/"__79_Y"NSKB_%/_(]>%O^NK_R% :8H/2BB@# MD(0#\6;C!ND(??_ %AKKZV" $_%]I.>/!'C_P#1HKKZ
,_3SF>\.?\ EI_2 MGEE_M95,/S^42)?3GI3K:599[@*@78V'1WJ!KF!M?%MM;SU@W@Y^?;F@"U&0 MUW)Z@8JP3BL^RN!-?704'',%/U]\QP*; =VKD+V.3_A9NDR 8B^R3 G=U.!V
MKKC]VN1N9-WQ-TY/2SD)XX_.D!OZN5&BWQ88$](R'!]*POAF"/AYI&>OEM_Z& MU:/BQBOA'5R"01:2'(Z_=]C\-A_Q;O1/4V^?U- '5444A.!0 M%%% !1110 M4444 %%%% !1110
5Y[\/O\ D +=T\2>+[@X\N;^7 M;^ ,: .]HHHH **** "BBB@ HHHH ***** "BBB@!#C(SUI;8QPP^7/!Y4^@ MHHHH ***** $90ZE6&0:7I2$X&:6@ HHHH ***** $(R"*1%"+M'2G44 %%%%
M!7'>|\ D)^*_P#L+R?R%=C7'>!N=1\5G_J,2_R% '8U7ME"E^2?F/6K%11M MN8X4KSW[T 2T444 %%%% !7 >*--BU7XG>':;9Y$5;.Y<&-BIR,=Z[^N,U0_ M\7,T ?\ 4.N?YK0!
GPPTY!C^T]3/UN#_C3_/A6FGF4R-J6I.V.((\ =%4];_Y!,^/; M^8J!%_JD_P!T4^@#Z***0!1110 4444 %%%% !1110 4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444
%<5XI;_BN?"]^LLG\A7:UP_B ML_\ %?\ A(?]-)3^@H [BBBB@#D+?GXMWO/31XO_ $:U=??'VO/QXC XB;;FKC9XQC\:3 /X
M:X^8C_A:5FNY\BR!M&MV8,4MEY'OS_6I/&IQX)UH_P#3G)_*G^(EA\);2BJR@6J8#'GI0!N M4'FBD.<<=; %HH%% !125S^H>)H=-OS9R O,98TP 3C?TSCZ4 =#10.0** " MBBB@
HHHH 'XKP%SJ'B4_P#4185VM<1X /\ IWB7/_02>@#MZ*:!) .2.M# MDA"1UQ0 ZBF1$F-2>IZF^@ HHHH **8%'F!LG.W&.U/H ***** "BBB@!"H)! M/:EH(W 9P:=0 4444 %%%%
#7^[3ATI&SC@#/O2T %%%% !1110 AZ&D0 + M@'-*3@$T*VY0<$9[&@!:*** "N/\"IBX\2/\V7U>4G/3H.E=A7(>!&1I/$>T M,&_M>;?GIG Z4 =?
4%OY67\IRV&PV3G!J>+'SD)MRQH GHHHH ***** "N+ MU/\ Y*YH7MIUQ_,5VE<7J//Q=T7G[NG7'\Q0!VE%%% !1110 52UCC0!0/\ MT]2?^@FKM4=:_P"0%]/_%ZR_P#H)H Y_P"&?
_(@:9_N'^====7(?# Y^'NE' M_IF?YUU! !1110 4444 %%%% !1110 4444 %%%% !1110 4444 9VNMMT><_M_P"[_,5>B_U2?[HJAKQ_"![CG'W?YBK\7^J3_=%/H ^BBBD 4444 %%%%
! M1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M%% !7#>*R3\0O"2C'WY3^0%=S7'>*N?B/X17MF8_H* ,IH-5Y)BMP(E15W)Q MP!7-#6]?
N=1DABT5XK99DV32GEHR<,<=C0 RR9O^%KZFK!>-+B*D#G&\5V% MO/7-- -T#!NM2//\ Q\'K6Q*Y39UY;'2LS1.6TGO6DZ2 MS%E^Z:E:[OEVC//-$G] [M7'RE3\58
P)86+,3Z>M=CVKC9 3\5X" <+!+)]* M0&GXV_Y$?6\,\^7P?I#21LC&U3*L4G\JN^-'M!M\,Z6O_ $ZQ_P#H(H U<*9AMW)I] !12'I0!G3":2^B:&8A4D D1N 1[53 M.GV;;S<:@?-AN7;-
#NEVB3;TX_'\;CDO[]\U:*WMEB^S0SCS)1)R<=1BJFJZ M$NKZ_:?; Q16LHE=BQ&]U^[Q56 ZVBJ]U'<2+%|GD"$2*7R.]]Q4V#@U(#]* M11@4M !32#N&.F>:'#$#;0 ZN(^'W-
WXE/_ %$Y!?:GRIKACDUQ'PZS]H\3 M$]]5E_G0!W 4 D@>N*6@ HHHH *:]*$BLP4>I5Z"@"&3)N8AP1DIJGD]F"RH MN/O'BI: "BBB@ HHHH 9(^Q"V"<>E.!R
:AN3*NPQ[<;OGSZ>U2IG8-W7O0 MZBBB@ HI',TQ?,WMN V]L4 /;[HL>=G)R?6E(.<@4B;B#N 'H!0 ^B@]*K@ M7 F'W?+P<^OM0!8KFO!V?+UH;R,_;I=
MP'KQ0!U%5K1BZ,2V[#$=,59J^)_,R=I?!QB@"6BBB@ HHHH *XN__P"2NZ/_M -@Z?^8KM*XJ^(_X6]!7MITW\Q0!VM%)D49% "T49HS0 50UOC0-1/\ TZR_ M^@FKV15#7"/^$?
U+_KUE_P#0#0!S_P +N?AUD)_Z9?UKL*X[X6X/PZTC'_/+ M^M=C0 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% &=K:[M)G ZG;_M_5?2C_U:.052UG'!ES9_V?YBKR?
<7Z4^@"T444@"BBB@ HHHH **** "BBB@ M HHHH ***** "BBB@ HHHH ***** "BBB@ HHHH *X7Q,, M_$OPE_NW\A7=5POB%D?XI^%4##>L-
PQ7T&!0!W)?)S2;1ZI*=0>E '%;(// M\4-? 4HBVL8QGACGKBM'QPNHOX<9=*$INFGB $74KO&[/MC.:HZ#(DGQ%\0@ M|S*D4.Y)X"^E=ECG-
%*S4+!MPH(."%Z"]<=M(/$\EUY4/EF#9YG_+0G/0^U M3:4#MN?^NIQ0EHR^(9+K8^UH0N[/'7IB@"S;)L>0^;YF6SC^[[59)Q67HRD- M>$]Y56FQ48SW/%#
=VKD'#K\4(CD!'L2,>N*Z[]*Y:YE5_B/[\2H5,=I(6?' M#9Z#* +'CHX\Z[[64G_H-:\A\8\.Z9_P!>D7_H(K.\=?\(A:[_P!>4G_H M-:>A?\B_IG_7K%_Z_* -"BBB@ I#P*6B@#+!?
2QHJ7*F02>=N/6M*C% !1110 4444 %%%% !7#_#KKXB/7_B;3?SK MN*XCX;C]UX@/_48N!_X]0!V4;$M("#P>,U+110 4444 %%%% #0?GQCMUQ3J M**_"BBJE]J-MI\>Z=\$]%'4T
8OB6*?S8Y&D?[*>,#^%O6KNAZB;F(VTQ_?Q M#&?[P];KMKUI>1M#160Z3:;>@*A% #J*** $/0US7@LY ML]1/K?R_TKI6^Z?I7,^",_8-0)[WTO\
2@#IZAMR2K9]3VQ4U06ZLHPQ8G)^ M\\8R.,5Z'7&?_ "5K M32!TT^7/YB@"K.?'D?;(4RVK[OH(\'ZS/APBR?#32(R-=T+(C'ZYVI@9A MG^(B112R76DB.3 4A>N>E9_]O^-
CKE_I:WVF*;,)'DGD3"!F. F?6NON)'_X M1UDB;][;R!25[':\^(-A$MQ>7FD"%OE M!QC)/3%1277C>^T.[EN)M/A@-M-YB,OS[0!(%;OQ"LKR7PHL5K#+/)]IM]B M1)N*@:,G\]T-
;@MYTU25XL75MI\@B.>"I0Y./K2 L>!8HXO NBK$]JAM(SA1 M@E '#>&Q_QFM.LG0WWQW))S^^8?K6M0!F:0P8W>.T["M%EW$<]#FH+1(8VF$413+DM[MGUJS0
G:N2D&/B=;97'^A-AL_>_#M775QG_6CSTT\?AS0!H^,^/ 6N_]>4G M\]TM"_Y%_3?^O6+_ -%8GQ(F:X>ZVRNJDVS+EAGKVKB-6\N,89-O\?M4GB:6<3VT:$HF=P?\ VNU5KC6T
MO((H)(MEP.#(1G:U '0VMY]HL?/(PX7+)W!KCXYYM9U,&60+O).2>@'I4NGW ME&F0645G+?7;(Q&52+/-4+<75SA($9RC90CJE M%S3;YK&^1F8I"
[%94_NM79@A@"#D'D5BVVA+),MU?]7F(&5'3/J;VP !@=!0 M 4444 %%(S!5+$X Y)KG+SQ.1*4Ms4JO5W_I0!L:EJ,>FVWFR*S9.% [FN1N M+NZUF_C0KR3M6/L/>K_]N?;
(&AOHD:!^-Z=5/K6?&)-/O1(AW/&=R^CI0!8O MK">P,8N&5L_ZN9!C8?2N@T;4OMMN8Y>+B+AQZ^]3$6^L:;ZI(OX]Y023Z5J M*@AO/C.W _Y:+0!W%%-C?S(E?!&X9P>U.H
,*I>)T!P6! /I3+>)H8$C9MQ4 M8)QC-2T4 %%%% #9.(V.<<&N6\ D-HERZ/O1XBMJW]X9ZUU$QQ!(?]D_RKE/ MAN_F^%!)@ M/(2HZ#GM0!UU5]42A&\UPQW'&!C
JQ4Z^2U@=B@.>F7EKY9VL?-WD<$GC%!TR5R,US>D1WLWQ&\4I#]F-DS*MR) MQDQL'W<<6@;2+:V>.W>,$EB,@C'7BETL/%\') S*2UD[JI' M'?/>AK0#HO
=N+7P)HL04K_HB$@G/)&;Z'L*]PIQX2TC'_/I%_P"@BMBI **** M* "BBB@ HHHH ***** "BBB@ HHHH ***** "BBB@#-UXXT>:<^Z_\ H0K17[H^ ME9^MJ'TJ8$9Y7C_@0K0'W1]*?
0!:***0!1110 4444 %%%% !1110 4444 % M%%% !1110 4444 %%%% !1110 4444 %<%J4[1_&;18P M 0]A-GVZ5WM<-=HK?&33F(R5TZ7!]L E'D>?
BI))\0%@HZ\]3785QD8' M_"V9CCG^SU_F: '?$^>2#X=ZP8HA(6AVD$9P#U-='HPQH>GX_P"?:/\ !!%< M_P#$O/\ PKW6R"P/V<_=,/\ (KH-&_Y >G_]>T?_ *"* +U%%% !110>!0 4
M4BG(!-+0 4444 %%%% !1110!'_,>\G^Z?Y5RGPW_Y%>3_*_)O_0]ZNXX MMI?]P_RKEOAR /"[8[W4Q_\'J .MHHILC%(V8#) Z4 .HIL;%D#$8)[>E) M/;%
#JJ7FI6MB!YT@#'HHY)KK6J2:=$@BB+/)P&/05S5G#<:GJ;,Y,.>7?I M'M0!HZK=#6(XXK9F613_ *EQ@GW%9J;K2I62XA!DA(Q*.HI;LZC93.?.B-(M643G,4YZ@^AJQ,#JUB+N-
0+VW&V5/[PH FUFT2:%=2M0&0K\4?Q+5*U_TR!; M:I=KJ=]M*?Y5!%]%Q\V31P2+Y#'.&Y*^JU>TK17NF2ZF+11 !DC'!S0!'_PC M!]/+B1(HST:0'K^%=)86,.GVXBB'^\W.AJ2@
J*XN(MK6(RS.$4=S535M2&FVN\+ND8X0>](D(X/N:?!]PL:O:S'_1[@;7'!QNU0W-L\4XAF M4>;'P 3@2+VP: (6:YN&GNDBP@&7VC"@5=LH9+ZT:-!B: ;XL]6'<5)>ZN&L M/L4-
LL$;##\YK2\.6U]L< 8+?^M &WJD1L]-U:G%87@>U340A MS::9<6<\=MY!0-(0#("Q.1BN@UV(_9I)[8CMY 5]'([U%X4\P>'-.&WB\8>+9+F(2QBXA!4C/.T8ZTF!!7=S;ZU5]7MI+3P;?
6UJ^+&"T=660?.6I?ABMW4X=\\$K>640$Q(W= M\<5A:^]^NE:TMTO[];P\Q<=%8#!%4]@.@\+#'A/2LGPO\ M\BH/_7[`Z"U]@ HHHH ***** "BBB@ HHHH ***** "BBB@ HHHH ****
* M.K9-@X R21@?C5U?NCZ51U?C3W.X+R.?QJ\OW1]*?0!:***0!1110 4444 % M%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 44 M44 %<1=?
\E@L;;3Y/YBNWKAK@?\ %%%[Y_YATG\Q0!VEOF;?GQC-,%!J MQ=8(PY8MN"C.3W^M3T4 M++#AAC4L?-_N"NPH S)C\N"4;MV96/ZU?-5I)-D)QW8G!:GIKJ7#*$]5.,'
MF@!YZ5R%OL/Q3O!M^<6$?S9[9-=?VKD;-=WQ2U)L_=T^<CUR30!3^+YQ\-M3 M_P"_P ZZ[2?^0-8?]>\?_H(KC_C"DW^XW]JY?X<_\ US;^5XBM+5H#A
M%'YURT_B*\N)283Y:#HJKN)JYJUVM]I%K*AQ&[CS!Z'WK)MM2_LZWE2*("Y9 ML&1NRT 6AJSW5NUO?[9(7X\P#!C/O5:WDDTR\$BC+Q_>'9T]:@-G=_9'O)%* MQ,>
<\]JO6]O+Z<[]^A+4_*/[R8Z4 =)-%']^FX!!QE6]#*,T,V?RTU=8T MB9IE.V08X9?6M/PT+I1)F,K:MN(L?:M\(H8L%&X]3CK0!5_LJR_P _[,F_ MZ-[!=QP,GJ: '434F03C(S0!'T
M+H.I+8-4/$<.U^T1;,'$ #WSWJ/4+:QT^U2-&:2\8!BX;A: +>KWD>H0VL M\9(3<4*GJK>]:AR:+<SS!P)8B0X]?>N;C8/&TC#!VWRS =O1J6]@N;>%G/F M*&0@3P_QJ: +WB
6<&HM==NK6Z0L6V2E5;^\M '30:#UO)O2')'JXYK2 P M,#1110 4444 %%%% !12,=HR: %->5@Q7R' M*Y[\5F;/.-8^&]K#97&VYC@7<%."A':@#>DO7A\50V2Q)LGA+LY;G(]JY30T
M^^+?&:N3(QF1T4C/(0$<5U;6ZFYTZ_&TR(GEL['U%<-,CZ7XA\67, #Z5MSP3'3FT\U9W:Y83-* -P;+#'L,XI=?U">'POL?_H(K5]0 M"BBB@ HHHH ***** "BBB@ HHHH
M:P@DTV1,9R5_F*O+ M]T?2JFI?\>O_ (?SJV.@!] %HHHI %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 5PT_P#R6.SY/_(.
M?^8KN;X.8C_A<=+J._P#9S_SH !FBBCM0!P_P^G;YU'Q7,PP6U5ACV"BNXKB/ MA^K1ZAXJC=@VW56Q@Y'W17;T 0P?ZO\ $U(!C);9 /DXZ9-2&@"O;(H>1E= MV!8]6SBK-
9VD2>9!+E]Q69P3^/2M&F]P"N1L]Q^*>]I<;1!\.[\BSNN/2N2L M<_\"T-6P>/L$.?S-("A\8^/AIJ/U3^==?I/_(&L/^O>/_T$5RGQ:MS=^.;F MU4@/~&BD],EJZW3D,6G6D+?>2% ?
P4"@"W1110 4444 %%%% !1110 4444 M %(2%!). .II:K:C&\NGSI&<.4.*_/5_$B'":*T7<=14R'IT[5G?#R\VZ/] MD9<*)&*-ZDGI58R00Q&22#S3+Y9J_A?'>LGPZ9/[,B^=U*NQC/8-
F@#LO$M M_,A6UARLSYW^ME.YAZ>U6X+"UMCF"!$/]5B@ & ,"BFKNW$G@4Z@ KE/$%O M.E^LLDK&%O\ 5G/"-6YJ.JV^FI^\,Z0_=0=37*7-S=ZLYPTDC,V1"HR%% %R M?
Q#6NP9+? M5], X*.O!_NF@#*$S;:C:S7MPA-Y!'M9.Q/8XK/T^VMY+M#>RJD6W?S_'[4!\ MVPNW60'S(_ED'_/1*N+HDUQ"K6LT7.)9W4@L1Q]*6"UNS:2BY2,.R[513 M\N!3 X_3?M-
Y;A84G)8#>@/&?6NKT30_L+?:+:!FQ\JCHM/TQ$6Y=G$;7)0# M8C9^4<=*V!P!0]P\I&8*.L0 .YJO L\(. MU%0XW'UI =?'-'N(CH3,H%4;&XC&2N?
ED6NOLKN.]M4GC/##D> MAH L4444 %%%% !10>!DUD7/B&S@D,,;]6'7:.!^- &G!]-QH Z MZH;>4RQAFC,9R>#4U0P'=$OXT ->^M8[Q+1[B-;AQE8RWS,/858KF/$]EIT%

MYI^NW,@@N+.3:DH_B#<;2.]=+&P>-6!R",@TV ZBBBD 5Q6D_%CQ)_UY6O\ MFKM37&:/_P E7\2_]>=K_(T 7/&.1X:UCYI!NLFQS\H_^O3O"<$)\):>B1*A MEME#.HZT_P
=Y'@36R.OV1_Y5!H$HM_#GAZ5F<(850A>A+#C- %S4,P:,(K< MAVAE52#VYKDM/MK._P!=\1V=[#(\\U,R0G&0RH@S^@J@.MN[**75%>6':@/F>: MG&2/6L[Q.W_%+ZZN
(S#NC]2".:L/JVG:OJ$]M!<.LNF_-.NWJK+^O6J_B^> MTB\ 7UP)%$7V8()&...@I ;/AO\ Y%C2_P#KUC_]!%:E9GAT;?#>F#TMH_\ MT$5IT@"BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH J:C_P >O_A M_.K0Z"JFI8^QDDXP1_.K8Z"GT 6BBBD 4444 %%%% !1110 4444 %%%% !1 M110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !7"R8_X7-
!Z_V< MW\Z[JN$<_P#%YXA_U#C_#H [NDYI"X! [GI4$%];W1E$$J/Y3F.3:<[&'8T M <=\-[5[<^(3(6W2:F[X88(X'YUW5<3\/;.ZM"\0F[5U:74W==S9R,#&/2NT M9@H)/89H
;#G9R.YJ2HH7#QAAG!J0'- $<*1(K>6@0%B3QU/K4M9]AJ*:C;3 M31H5$4KQ$$]2IQFKD#F2%'/5AF@"0]*X_3P[?%/6"5&Q=/@P<^I-=A7'Z1,) MOB?KX",NRSMURPQGENE
#/B=$L_A'R7)"R7<*DCK]ZNLM4\NV@0=%C49/TKE M_B1_R+,/_7[!_P"A5UD/^IC_ -T?RH ?11358-TH =137<)C(/)Q07 .* '4 M4 YH;!Q@T .HID1$+D+D*.] "SSQ6T
M1EF<(@[FL6X\06\L4B(LR1L-HF Z&N?U#4KK46 E.$W?*@Z UKOH4L%@+B*5 MGG"[FC/W2/3% &1-8W%OI\MS(!);R!@2ISVZTO@L6^H^%_[/D^6579D/?KUJ MS9WJ0VUQ;3#-
K-&V ?X&QTKG_#,TD.D6\Z_(ZNS1MV;GD4 ;)W6\[K.A)7Y) MD]5_O"KDFA74H22T>.>$C*,S8('I5R6U7Q!:Q7MJ1%-G8^?3O6SI]BFGVBP(MS,!R2?6@##T_PV_GB:]" *
<^6ISGZFNE5%10JJ%4= *"< TV*198PZYP?6@! M]4-2U:WTU/WAW2'H@ZFK])XA(5@A+J/XV.!6;+=/+H=O:!B&#E9/<#M4%JVG6]BTMPGGSN2%B[+]:
M+]Y=P:U$%,9AO$YCW=&'IFJFC7(L+X2. (I#L;_9-9@E?:2%PN[(;^Z?:M&5 M//M!?!#L8[)QW!_O4 =!K>G?:X!<0#]_'R,?Q#TK(T34EL[D1,<03'@'^!JT M_#U^UQ
UL^6,7"OV(JU'H]FMZ]WY>7)R >@/K0 :CI$&I/&[DJR]2O<>E7+> MWBMH5BA4*B] *EHH :[(BEG8 =R:;)Y9B+.1LZDY[4LD:RJ4< J>U9^MW4>G MZ--*\8=%7;L+A<_B:)X;>S>?[;
$9V7;YBG((JGJ^M?V=MACC+3,,C/05RN MD:S=644B1+'""Q#(#\P'TK3N+\ZE L-VB)+UBF3IGT--@5+:WN]:NY)/E9QR M6;M["GHYL+])?(\N6!L2H.A'J*=I5X=-N][B-CLE7^Z?
6MK7+#[1"M[;@-(M@RORER;0!F MB?YE_P!@^AK9.CV9OS=M&"Y['IGUH O@@@$=#12$A1[4V.194W+TH ?45Q

-/Y(,<\GF!E>:-#*# M_#PYX'![#@UHR^(M$A">;K%@F]/,7=]5/M/A2W,UGYVC1F? EA MW1#S,]-P[YSWH HWOB:_B-VUM#:NEK'=3/O+9982HVC'0G<>>V.E13ZYJBZR M\
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/"V\:.%\PX8.L)DYYYY&-H&<^NHG>%KF1H@D81Y%7,;,0 MJCZ#))4=3Z"MDW7AZ>\BX'&>,^G%7SJ/A^V@+&\TR*)2I) M\V, $9
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SW!B'/<,#@59AO/#C7,-Y!<:69[TF.*9&CWSD<$!NK>F*@U& M30],GL-*GTVW,>H3D+&L"[PQ\S#'J5&?4B@"G;^);^Y"3)#:_9\VRM]XEO. ME,?'/&.#[]..M,TW7]12TT^"Z,4]W>JA@?
85W'S"):W'NM%MH7 M9Y["*)!NR:9IT5OK5K!)=01B3RHK!(R@+9:27/ SA M3DEL=NIH Z*BJ5OJMI=72V\32F1HO.7="ZJR<.PTV2ZBU2676) BZ@MQ(TD%L[3 M!&=U_@VY.
"H('IS0!IP>"9H]I>Z@9O,65L1D#.V8$ =AF;CT J)? MP++R3 M=PE_*E3=L/5DA4'_,A'\Q59?%FNW30BWDL%5O+0N8&8.6\X>8OSC"D1!@.? MO=:B;QAK\EE->Q&Q2)
(6E\MH6)RMK'.1G>.I]QD8.#SQ O@>\%K!&VH1,\&]HPZNZJ=\#JOS$DKF MYR<_-CM4ZA9PT$C[4(99Y M9F"CLO[W 'M5O6_#\^H.W;:A%#IDXBA\O9?0&3:=V[K=OX(:^
M6UXK1BT>V5]GSC=!#$&^O[HG\:S3XQO[:U^SQR6S7$2-\K@EMH2$J6YSSYC< M]_PJ"]\2ZSYL4-U>V4*K>[1.L3(JB.X:)F<;^5.,XR.G7O0(UX/!=S#+8RI=
MPQ2PS>;,\7FDL,ID?,YR"(P,,,#@CIS"*LQZ#JUQX$L=+B>"WF+;KA+A#M>,L6*$*F16=%=HG_".6 MTFLW"7[3M@S76Q6C68ABPXWNP 0#GJ2!Q65-?
Q2Z>+FVULW%DEXSQP2W[^?/ MM55QN7HSMN8(<#D<=0 1Z/;6MS#4Q.\NQ'*# 1%0\ ?[Y8_0^U4_$FEZE MJB6<=C/:)'%,)9H[E&99=O*@A2. >
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=H[9KTG:[D#J\2,'"C("$DXV@= .I/>MVB@ HHHH XNZ_Y+1IO_ & K MC_T='11=?\EHTW_L!7'_*.CHH R_A9J^FV_AO4%FU"TC8ZM=L \R@D&0X/)
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W\%?]"OI7_@,O^% &Q_;VC_]!:Q_\"$_QIG] ML:'AQ_:6G8?[X\]/F^O/-97_K?P5_T^E?_ R_X4?*W\%?]"OI7_@,O\ MA0!J_P_LZ&?,?3+N,8_
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|*W\%?]"OI7_@,O^% &J-8T-0 - M1TX 3IQCIWIQUO16ZZI8'@CFX3H?QK(_X5OX*_P"A7TK_ ,!E_P */^%; M^"O^A7TK_P !E_PH U?[7T+)/]HZ=DC!/GIS^M!UC0F!!U'3CG."HV
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*"UC_X$)_QH_MG1Z_V'KR_X4 ;']M:!I:\6N/X\]/F^O/-97_K?P5_T*^E?_ R_X4?*W\%?]"OI7_@,O^% &M_;.@>/V?^"!>$7?\5/V)G2>N_P_T8- end
GRAPHIC 42 ex10-57_001.jpg GRAPHIC begin 644 ex10-57_001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#<I+# Q-#0T'R<Y/3@R/"XS-#+_
(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! 0$
P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-
$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,!
(1 Q$ /P#W^BBB@ HI M@FC,QB#KY@4,5SR >_Z4^@ HI,TM !1110 4444 %%%% !1110 4444 %%%% M !1110 4444 %%%% !1110 4444 %!HK/UV_&F:#?7N<&&%F'UQQ^N*,'PK
M?_VOXD\17RDM%',EK$>VU RGEY+HECZG KT.@# \6:I M)IVF11P/LN;NXCMXB.HRW)_(&M^O.O$]Y_:'Q/T#2E.8[4^@&: /'-$N_[1^,]JU,QW 3.JY[! M00/Y5[+7@_@*@E2J%
$R1W/+32G\237O% $-W<):613AC 4'_(@?UKE_@R@70KSC_EH/ZT M>FBBBBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ KFO' M=M]I\)7D>,_*3^AKI:S]
<@^TZ-9_!:;#:I;GT1Z]7G.+>3/]T_R MKQGX3W*V'BZ^L)" 9HF4_WD;_#->S3#=!(.N5- 'A'@P"#XI>63C,\@_4U[MY7@FF?Z)\D78">"?E#7E)\78"?E#7E)\78"?E#7E)\78"?E#7E)\78"?E#7E)\
PK+^$)2+PK=2L, 2 MDL?8"MOXE*&\!:ED9X7_ -"%8'PK.?!.HKZ2./\ QV@#O=(UBSUS3UOK"1G@ M9BH9E*\CV-7J\V\(^*M-
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''N*8F0HV1[&L>Y^(6@PW3P1/<77MDDDMH2Z*?]H[H?PH ZJBJ>FZI9Z MM9K=64PEB;C/0@^A!Y!JY0 UI$1"I\1[+%%4+#'IIZ VO;:9QU6@6:/"K*. M&%N#B:F: @ XB; <GS3)=?W @V.VP.1 #IXX"Z-22QE>K: '_3>&\!W4-G4;H
RQ%&V!,XX)/KSG\U[UL77PZT1%&0W*S%+]U7;;RVVD@S7ZI9C^#TH!^P6F] 4G/P3+6P:%T:MG2OUGE]OB3K)B7[HF5WUPDEQ:JP;YCV/K?5,8W"N]%[M!+[K6>..6.P=9&Q?PBEV2D>'_]=O-?VH;1R0I
&BN5L_B!HUU=) Z7=MYAPCW$)53^ M-:NI^(++2;VQM;KS0]Z^R)E3*@\=3VB@#5HK#;O=K^Y9+IIN9OX=2EWF+4ZJMW+(8UQ?EWG.U\F1R0R"U@SY8)>=%EVM@$+;*W]%*$K0A7ZHM_OQ\&R.7+-T\!!
L45EZ)KUGX@M9;FQ\PPQRF+HK4H **** "F3)YD$B?WE(I]% '@-M)_8GQ1AD;A1=C)]GZ_SKWTC((KP?'MXD6@AM/%9E08+KD$>H/6O:=$O1J.A6-YG/G0(Y^N.:
/$_$H_LWXB07'3$L4G MY'!KWL$, 1T/->'2M0)\112J,;D89^AS_%KV'1'+'M;_0[&[4Y$L"-^..: M ,KX@1B7P+HK+JH(Q%N&8BN6^%4F:B"'CGURE=KXLC\WPEIJI9QFV?
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MW)G6W[TV<1/(=S(W3/?\/:ECT[5[IE&H:BJ0 @F*U387 M]BW7'TK;Q10 #BBBB@ HHHH **** "BBB@ HHHH **** ? "BBB@ HHHH **** "BBB@ HHHH ****
"BBB@#_V0$! end EX-101.SCH 43 vivk-20240930.xsd XBRL SCHEMA FILE 00000001 - Document - Cover link:presentationLink link:calculationLink link:definitionLink 00000002 - Statement - CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) link:presentationLink link:calculationLink link:definitionLink 00000003 - Statement - CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 00000004 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED) link:presentationLink link:calculationLink link:definitionLink 00000005 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED) (USD $) link:presentationLink link:calculationLink link:definitionLink 00000006 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED) link:presentationLink link:calculationLink link:definitionLink 995612 - Disclosure - Basis of Presentation link:presentationLink link:calculationLink link:definitionLink 995613 - 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third parties [Member] Product revenue - related party [Member] Equity Components [Axis] Series A Preferred Stocks [Member] Common Stock [Member] Additional Paid-in Capital [Member] Treasury Stocks [Member] Retained Earnings [Member] Noncontrolling Interest [Member] Counterparty Name [Axis] Vivapshere [Member] Legal Entity [Axis] VWFI [Member] Vivasphere [Member] Concentration Risk Benchmark [Axis] Revenue Benchmark [Member] Concentration Risk Type [Axis] Customer Concentration Risk [Member] Crude Oil Revenue [Member] Natural Gas Liquids [Member] Accounts Receivable [Member] Customer [Axis] Two Customers [Member] Antidilutive Securities [Axis] Convertible Notes Payable [Member] Stock Options And Unissued Stock Awards Granted To Current Or Previous Employees [Member] Stock Options And Unissued Awards Granted To Board Members Or Consultants [Member] Related and Nonrelated Parties [Axis] Third Party [Member] Long-Lived Tangible Asset [Axis] Furniture and Fixtures [Member] Vehicles [Member] Equipment [Member] Property [Member] Finance lease- Right of use assets [Member] Wash Plant Facilities [Member] Cavitation Device [Member] Remediation Processing Unit 1 [Member] Remediation Processing Unit 2 [Member] Remediation Processing Unit System A [Member] Remediation Processing Unit System B [Member] WCCC Tank Expansion [Member] Finite-Lived Intangible Assets by Major Class [Axis] Extraction Technology patents [Member] Extraction Technology [Member] Acquired Crude Oil Contracts [Member] Title and Position [Axis] Chief Executive Officer [Member] Chief Financial Officer [Member] Long-Term Debt, Type [Axis] Various Promissory Notes And Convertible Notes [Member] Novus Capital Group LLC Note [Member] National Buick GMC [Member] Blue Ridge Bank [Member] Small Business Administration [Member] Al Dali International for Gen. Trading & Cont. Co. [Member] RSF, LLC [Member] Keke Mingo [Member] Justin Ellis [Member] Cedarview Opportunities Master Fund L P [Member] Jorgan Development LLC [Member] Ballengee Holdings L L C [Member] Tyler Nelson [Member] Triple T [Member] Award Type [Axis] Equity Option [Member] Spectra [Member] Notes [Member] WC Crude [Member] Tank Storage [Member] Endeavor [Member] James Ballengee [Member] Ballengee Holdings [Member] Secured Promissory Note [Member] Cover [Abstract] Document Type Amendment Flag Amendment Description Document Registration Statement Document Annual Report Document Quarterly Report Document Transition Report Document Shell Company Report Document Shell Company Event Date Document Period Start Date Document Period End Date Document Fiscal Period Focus Document Fiscal Year Focus Current Fiscal Year End Date Entity File Number Entity Registrant Name Entity Central Index Key Entity Primary SIC Number Entity Tax Identification Number Entity Incorporation, State or Country Code Entity Address, Address Line One Entity Address, Address Line Two Entity Address, Address Line Three Entity Address, City or Town Entity Address, State or Province Entity Address, Country Entity Address, Postal Zip Code Country Region City Area Code Local Phone Number Extension Written Communications Soliciting Material Pre-commencement Tender Offer Pre-commencement Issuer Tender Offer Title of 12(b) Security No Trading Symbol Flag Trading Symbol Security Exchange Name Title of 12(g) Security Security

Reporting Obligation Annual Information Form Audited Annual Financial Statements Entity Well-known Seasoned Issuer Entity Voluntary Filers Entity Current Reporting Status Entity Interactive Data Current Entity Filer Category Entity Small Business Entity Emerging Growth Company Elected Not To Use the Extended Transition Period Document Accounting Standard Other Reporting Standard Item Number Entity Shell Company Entity Public Float Entity Bankruptcy Proceedings, Reporting Current Entity Common Stock, Shares Outstanding Documents Incorporated by Reference [Text Block] Statement of Financial Position [Abstract] ASSETS Current assets: Cash and cash equivalents Accounts receivable Accounts receivable- related party Prepaid expenses Marketable securities Inventories Other assets Total current assets Other investments Notes receivable Property and equipment, net Right of use assets- operating leases License agreements, net Intellectual property, net Goodwill Total assets LIABILITIES AND STOCKHOLDERS' EQUITY Current liabilities: Accounts payable and accrued expenses Accounts payable and accrued expenses- related parties Accrued compensation Operating lease liabilities, current Finance lease liabilities, current Loans and notes payable, current- related parties Total current liabilities Operating lease liabilities, long term Finance lease liabilities, long term Loans and notes payable, long term Loans and notes payable, long term- related parties Long-term debt (working interest royalty programs) Deferred tax liability Total liabilities Stockholders' equity: Preferred stock, $0.001 par value; 15,000,000 shares authorized, none outstanding Common stock, $0.001 par value; 200,000,000 shares authorized; 33,638,273 and 26,220,508 were issued and outstanding as of September 30, 2024 and December 31, 2023, respectively Additional paid-in capital Treasury stock, at cost Accumulated deficit Total Vivakor, Inc. stockholders' equity Noncontrolling interest Total stockholders' equity Total liabilities and stockholders' equity Preferred stock, par value Preferred stock shares outstanding Common stock, par value Common stock, shares authorized Common stock, shares issued Common stock, shares outstanding Statement [Table] Statement [Line Items] Revenues Total revenues Cost of revenues Gross profit Operating expenses: Sales and marketing General and administrative Amortization and depreciation Total operating expenses Loss from operations Other income (expense): Unrealized gain (loss) on marketable securities Gain deconsolidation of subsidiary Interest income Interest expense Interest expense- related parties Other income Total other income (expense) Loss before provision for income taxes Provision for income taxes Consolidated net loss Less: Net loss attributable to noncontrolling interests Net loss attributable to Vivakor, Inc. Basic net loss per share Diluted net loss per share Basic weighted average common shares outstanding Diluted weighted average common shares outstanding Beginning balance, value Beginning balance, shares Issuance of common stock for services Issuance of common stock for services, shares Issuance of common stock for cash Issuance of common stock for cash, shares Issuance of common stock for a reduction of liabilities Issuance of common stock for a reduction of liabilities, shares Distributions to noncontrolling interest Issuance of noncontrolling interest for a reduction of debt Non-qualified stock options issued to third party Issuance of common stock on conversion of debt Issuance of common stock on conversion of debt, shares Issuance of warrants for services Stock based compensation Stock based compensation, shares Net loss Ending balance, value Ending balance, shares Statement of Cash Flows [Abstract] OPERATING ACTIVITIES: Consolidated net loss Adjustments to reconcile net income to net cash used in operating activities: Depreciation and amortization Forgiveness of liabilities Stock-based compensation Unrealized (gain) loss- marketable securities Gain on deconsolidation of variable interest entity Deferred income taxes Changes in operating assets and liabilities: Accounts receivable Prepaid expenses Inventory Other assets Right of use assets- finance leases Right of use assets- operating leases Operating lease liabilities Accounts payable and accrued expenses Interest on notes receivable Interest on notes payable Net cash provided (used) in operating activities INVESTING ACTIVITIES: Purchase of equipment Net cash used in investing activities FINANCING ACTIVITIES: Payment on financing lease liabilities Proceeds from loans and notes payable Proceeds from loans and notes payable- related party Proceeds from sale of common stock Payment of notes payable Payment of notes payable- related party Distributions to noncontrolling interest Net cash provided by financing activities Net increase (decrease) in cash and cash equivalents CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD CASH AND CASH EQUIVALENTS, END OF PERIOD SUPPLEMENTAL CASHFLOW INFORMATION: Cash paid during the year for: Interest Income taxes Noncash transactions: Accounts payable on purchase of equipment Noncontrolling interest issued for a reduction in liabilities Capitalized interest on construction in process Common stock issued with debt Non-qualified stock options issued with debt Common stock issued for services Common stock issued on conversion of debt Common stock issued for a reduction in liabilities Pay vs Performance Disclosure [Table] Executive Category [Axis] Individual [Axis] Adjustment to Compensation [Axis] Measure [Axis] Pay vs Performance Disclosure, Table Company Selected Measure Name Named Executive Officers, Footnote Peer Group Issuers, Footnote Changed Peer Group, Footnote PEO Total Compensation Amount PEO Actually Paid Compensation Amount Adjustment To PEO Compensation, Footnote Non-PEO NEO Average Total Compensation Amount Non-PEO NEO Average Compensation Actually Paid Amount Adjustment to Non-PEO NEO Compensation Footnote Equity Valuation Assumption Difference, Footnote Compensation Actually Paid vs. Total Shareholder Return Compensation Actually Paid vs. Net Income Compensation Actually Paid vs. Company Selected Measure Total Shareholder Return Vs Peer Group Compensation Actually Paid vs. Other Measure Tabular List, Table Total Shareholder Return Amount Peer Group Total Shareholder Return Amount Net Income (Loss) Company Selected Measure Amount Other Performance Measure, Amount Adjustment to Compensation, Amount PEO Name Name Non-GAAP Measure Description Additional 402(v) Disclosure Pension Benefits Adjustments, Footnote Erroneously Awarded Compensation Recovery [Table] Restatement Determination Date [Axis] Restatement Determination Date Aggregate Erroneous Compensation Amount Erroneous Compensation Analysis Stock Price or TSR Estimation Method Outstanding Aggregate Erroneous Compensation Amount Aggregate Erroneous Compensation Not Yet Determined Name Forgone Recovery due to Expense of Enforcement, Amount Forgone Recovery due to Violation of Home Country Law, Amount Forgone Recovery due to Disqualification of Tax Benefits, Amount Forgone Recovery, Explanation of Impracticability Name Compensation Amount Restatement does not require Recovery Awards Close in Time to MNPI Disclosures [Table] Award Timing MNPI Disclosure Award Timing Method Award Timing Predetermined Award Timing MNPI Considered Award Timing, How MNPI Considered MNPI Disclosure Timed for Compensation Value Awards Close in Time to MNPI Disclosures, Table Name Underlying Securities Exercise Price Fair Value as of Grant Date Underlying Security Market Price Change Insider Trading Arrangements [Line Items] Material Terms of Trading Arrangement Name Title Rule 10b5-1 Arrangement Adopted Non-Rule 10b5-1 Arrangement Adopted Adoption Date Rule 10b5-1 Arrangement Terminated Non-Rule 10b5-1 Arrangement Terminated Termination Date Expiration Date Arrangement Duration Insider Trading Policies and Procedures [Line Items] Insider Trading Policies and Procedures Adopted Insider Trading Policies and Procedures Not Adopted Organization, Consolidation and Presentation of Financial Statements [Abstract] Basis of Presentation Going Concern & Liquidity Property, Plant and Equipment [Abstract] Property and Equipment Goodwill and Intangible Assets Disclosure [Abstract] Intangible Assets, Net and Goodwill Payables and Accruals [Abstract] Accounts Payable and Accrued Expenses Debt Disclosure [Abstract] Loans and Notes Payable Commitments and Contingencies Disclosure [Abstract] Commitments and Contingencies Equity [Abstract] Share-Based Compensation & Warrants Income Tax Disclosure [Abstract] Income Tax Related Party Transactions [Abstract] Related Party Transactions Subsequent Events [Abstract] Subsequent Events Interim Financial Information Deconsolidation Long Lived Assets Intangible Assets and Goodwill Revenue Recognition Related Party Revenues Major Customers and Concentration of Credit Risk Advertising Expense Net Income/Loss Per Share Use of Estimates Fair Value of Financial Instruments Schedule of property and equipment, net Schedule of components of intellectual property Schedule of goodwill Schedule of accounts payable and accrued expenses Schedule of accounts payable and accrued expenses related parties Schedule of loans and notes payable Schedule of loans and notes payable related parties Schedule of maturities of loans and notes payable Schedule of option activity Collaborative Arrangement and Arrangement Other than Collaborative [Table] Collaborative Arrangement and Arrangement Other than Collaborative [Line Items] Promissory note payable Gain on deconsolidation Revenue recognition Revenue from related parties Concentration risk, percentage Advertising expense Antidilutive securities excluded from computation of earnings per share, amount Stock option issued Warrants outstanding Accumulated deficit Working capital deficit Cash Obligations pay, description Description of subject to available cashflow Property, Plant and Equipment [Table] Property, Plant and Equipment [Line Items] Gross Carrying Amount Accumulated Depreciation Net Book Value Depreciation expense Intangible Asset, Finite-Lived [Table] Finite-Lived Intangible Assets [Line Items] Gross Carrying Amount Accumulated Amortization Net Book Value Goodwill Business combination acquisition Accounts payable Office access deposits Unearned revenue Accrued interest (various notes and loans payable) Accrued interest (working interest royalty programs) Accrued tax penalties and interest Accounts payable and accrued expenses Accounts payable- related parties Accrued interest (notes payable)- related parties Other Accounts Payable and Accrued Liabilities Accounts payable, trade payable Accounts payable related to services rendered Accrued Vacation Due to related party Accrued bonuses New executive employment agreement description Schedule of Long-Term Debt Instruments [Table] Debt Instrument [Line Items] Total Notes Payable Loans and notes payable, long term Total Notes Payable- related parties Loans and notes payable, current- related parties Loans and notes payable, long term- related parties 2024 2025 2026 2027 2028 Thereafter Total Lease term Wash plant equipment Fair market value Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Shares outstanding - beginning Weighted average exercise price - beginning Weighted average contractural term Number of shares, granted Weighted average exercise price, granted Number of shares, exercised Weighted average exercise price, exercised Number of shares, forfeited Weighted average exercise price, forfeited Shares outstanding - ending Weighted average exercise price - ending Weighted average remaining contractual life (years) Weighted average contractural term, granted Number of shares, exercised Number of shares, forfeited Shares exercisable - ending Weighted average exercise price - exercisable - ending Weighted average contractural term Additional shares issued Option vested Share purchased Non-statutory stock-based compensation Aggregate intrinsic value Provision for income taxes Effective tax rate Revenue Accrued interest Cash payments Payment for crude oil purchases Deficiency payments Consulting fees Principal amount Interest rate Notes payable Accrued salary Purchase price Executive Employment Agreements description Annual base salary Debt Instrument, Face Amount Repayment of loan description Original principal amount Proceeds from promissory note Repayment of promissory note Assets, Current Assets Liabilities, Current Liabilities Treasury Stock, Carrying Basis Equity, Attributable to Parent Equity, Including Portion Attributable to Noncontrolling Interest Liabilities and Equity Gross Profit Operating Expenses Operating Income (Loss) Interest Expense, Operating and Nonoperating InterestExpenseRelatedParties Nonoperating Income (Expense) Income (Loss) from Continuing Operations before Income Taxes, Noncontrolling Interest Shares, Outstanding Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders Gain (Loss) on Extinguishment of Debt Marketable Security, Unrealized Gain (Loss) GainOnDeconsolidationOfVariableInterestEntity Increase (Decrease) in Accounts Receivable Increase (Decrease) in Prepaid Expense Increase (Decrease) in Inventories Increase (Decrease) in Other Operating Assets RightOfUseAssetsOperatingLeases Increase (Decrease) in Other Accounts Payable and Accrued Liabilities Increase (Decrease) in Accrued Interest Receivable, Net Net Cash Provided by (Used in) Operating Activities Payments to Acquire Property, Plant, and Equipment Net Cash Provided by (Used in) Investing Activities PaymentOnFinancingLeaseLiabilities Repayments of Notes Payable PaymentOfNotesPayableRelatedParty Payments to Noncontrolling Interests Net Cash Provided by (Used in) Financing Activities Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Excluding Exchange Rate Effect Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Disposal Group, Including Discontinued Operations Forgone Recovery, Individual Name Outstanding Recovery, Individual Name Awards Close in Time to MNPI Disclosures, Individual Name Trading Arrangement, Individual Name Finite-Lived Intangible Assets, Gross Goodwill, Gross Accounts Payable and Accrued Liabilities NotesAndLoansPayableNonCurrent LoansAndNotesPayableCurrentRelatedParties LoansAndNotesPayableLongTermRelatedParties Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Number Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Weighted Average Exercise Price Share-Based Payment Arrangement, Option, Exercise Price Range, Outstanding, Weighted Average Remaining Contractual Term EX-101.PRE 47 vivk-20240930_pre.xml XBRL PRESENTATION FILE GRAPHIC 48 ex10-59_001.jpg GRAPHIC begin 644 ex10-59_001.jpg M_]C_X13L17AI9@ 34T&@ @ " $2 , ! $ $: 4 ! M;@$; 4 ! =@$H , ! ($Q (@ ?@$R (4 M G@$[( ) LH=1 0 ! O .@ + <; G$ MQL M "<0061O8F4@4&AO=&]S:&]P($-3-B H36%C:6YT;W-H"0 R,#(T.C$Q.C(P M(# Q.C0V.C U &%D9"UP8RTR Z ! , ! $ * " 0 ! " M@Z # 0 ! '\ & 0, P $!@ 1H !0 $ $V M 1L !0 $ $ ^ 2@ P $ @ @$! $ %& @(! $ M !.> $@ ! 2 ' V/ M Q!9&)B95!#30 !_^X #D%D M;V)E &2 ?_ ; (0 # @(" D(# D)#!$+"@L1%0\,# \5&!,3%1,3&!$, M# P,# P1# P,# P,# P,# P,# P,# P,# P,# P,# P,# $-"PL-#@T0#@X0 M% X.#A04#@X.#A01# P,# P1$0P,# P,#!$,# P,# P,# P,# P,# P,# P, M# P,# P,# P,_ \ $0@ 1P"@ P$B (1 0,1 ? = 0 "Q_$ 3\ $% 0$! M 0$! , 0($!08'" D*"P$ 04! 0$! 0$ 0 " P0% M!@<("0H+$!! $# @0"!0<& " 4###,! (1 P0AC%05%A$R)Q@3(&%)&A ML4(C)\52P6(S-'*"T4,')9)3\'Q8W.U%]*R@R9$DU1D1<*C=#87TE7B9?*S MA,/3=>/S1B>4I(6TE<34Y/2EM<75Y2569G:&EJ:VQM;F!C='5V=WAY>GM\27 MY_<1 ("0(8! ,$!08'!P8%-0$ A$#(3$2!$%187$B$P4R@9$4H,%"(\%2 MT? S)&+A7U5F9VAI:FML;6YO8G-T=79W>'EZ>WQ_: P# M 0 "$0,1 #\ ]522204I)))) 2DDDDE*7F/\ C<-L]V#F!)Z?B. NQ;6]2LGC M=6XMPV_YS;W/9_Q;]>]K 7.(;T DDF .5Y5F=)?]9_JK]8_K.YNZ[,R/M' M3Y&HQ<":6;?Y;Z?M++&?Z5B04^GX.93GX5&;09IR:V75G^38T/, -4K"X3 M !0=9^W?5EV]TW=,M-8$R?2LFZASO!?KU,_XI=VDI22223E))))*4DDDDI2 M2222E))))*?_T.S^N6#F_LG.ZIA=3RL"_Q;,F5TEGI/-;77_I]WUN>[=L]/MVV^Q<;_BV^N\?+^OOZ/U_(LN=F4- NQ/6B0[;,JO9_^ADX=GK?V*UW?URL%?U M3ZPX]*]O^=6ZO\ [\O./KATW*Z9T;Z]?6S!&W(P\7#IO\-S*V785GAOYO\ M/4V[O^"]?24^P+S[_!I?6K]G3&X_3^C6OHR&L^V9M] <2RC>,6C5P/LNR;/\ MH5_Z1=K@=5Q,IH=/5:WAN+?2+PYQ'M;6]W>1^]Z?^$7FF;CV=6^IWUH^MF0# MNZL]C<>K@)9B8UU;*/ZKK'5_I^\ B?524]+_ (O\?]74.CX/7NH=7S,FVX6E MV*YS/LY =90WTM< YIY!$@_>B*O7\-$&^CQ/5O\ &)]7 M,G%NPV8^1G4W1=58 /18YCQL>SU'.9KO^SV;?]%ZUFS_J]_\ TU-&7+@>]$OM8)1YB!)QKR?, MQ]!8,7ZL_6G)9D;ZNG937U:,J\M@^MB/?L^F]K?1?M_TJ]?Z9]9NA=6?Z?3 M\ME]G.R'-=_FVM8Y>7_XT:@8_P!?^-I],ZKTFEF/2YL;_-S1?0[UF/LW[MW]L M?_X"O6NDY]'4>FXN?C@-IRJF7,;(H>_^PQ^'6@=!>C,!+2R-M=. MKQ?^,3#^M?3,:WK?0^]Y7V=KMV7B2TBIAT]7&VL#O0K_,*SW_Z;^,)1:7^+ MK*_:?16=4?U/*S\BP"K*IR7,+*KF:O%+*ZV:,ZC7M? 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"T ,0 $ 0 "@P 1P M 0 0 0 M &YU;&P " !F)O=6YD'1)D%L:6=N96YU M;0]%4VQI8V5(;W)Z06QI9VX '9&5F875L= EV97)T06QI9VYE M;G5M #T53;&EC959E7!E96YU;0
!%%4VQI8V5"1T-O;&]R5'EP90 !.;VYE "71O<$]U M='-E=&QO;F< "FQE9G1/=71S971L;VYG QB;W1T;VU/ M=71S971L;VYG MR:6=H=$]U='-E=&QO;F< #A"24T$* M # (_\
#A"24T$% ! (X0DE-! P $[H M ! H $< '@ "%($YX & !_]C_[0 ,061O8F5?0TT ?_N M Y!9&]B90!D@ '_VP"$ P(" @)" P)"0P1"PH+$14/# P/%1@3$Q43 M$Q@1# P,# P,$0P,# P,#
P,# P,# P,# P,# P,# P!#0L+#0X- M$ X.$!0.#@X4% X.#@X4$0P,# P,1,# P P1# P,# P,# P,# P,# P,# P, M# P,# P,# P,# P,#/_ !$($< H ,!(@ "0#$0'_W0 $ K_Q $_! M!0$!
0$! 0 # $"! 4&!P@)"@L! $% 0$! 0$! $ M @,$!08'" D*"Q 00! P($ @4'!@@% PPS 0 "$0,$(1(Q!4%181,B<8$R M!A21H;%"(R054L%B,S1R@M%#!R624_#A\6-S-
1:BLH,F1)-49$7"HW0V%])5 MXF7RLX3#TW7C\T8GE*2%M)7$U.3TI;7%U>7U5F9VAI:FML;6YO8W1U=G=X>7 MI[?'U^?W$0 " @$"! 0#! 4&!P<&!34! (1
RQ@1!46%Q(A,%,H&1%*&Q M0B/!4M'P,R1BX7*"DD-3%6-S-/$E!A:BLH,')C7"TD235*,79$55-G1EXO*S MA,/3=>/S1I2DA;25Q-
3D]*6UQ=7E]59F=H:6IK;&UN;V)S='5V=WAY>GM\?_MV@ , P$ A$#$0 _/54DDD%*22224I))))2EYC_(W/K/=@YO2>GXC@+L6U MO4K)XW5N+<-O^59G27_6?ZJ_6/ZSN;NN
MS,C[1T^1J,7 FEFW^6^G[2RQG^E8D%/I^#F4Y^%1FT&:_G%O=3^LO0NDNV=1S&4/B=AESO\RMK MW+&_Q5O#OJ-T]O[CKVG_ +?N?_WY=6]C7M+7
.:>01(/WHBKU_#1!OH\3U;_M !B?5S)Q;L-F/D9U-['56 #T6.8\;'L]1SF7-W-_=8LO&_QBC%J9AX_1Z*NG MUM]-F,VTR&_G:^EZ;MW]1:SO^;_5?KCD_5UO1L:VO#QQ;F9K0*W-
L,'TAZ+1 MZG\[5_A?]-_HU?_&[^JWJ[_L]FW_1>M9L_ZO?_ --31ERX'JA+[6"4>8O2 M<:\GS+ZA_6#%^K/UIR69&^KIV4U]3FZO+8/K8CW[/IO:W]%[?]*O7^F?6;H7 M5G^GT_+9?
9SLAS7?YMK6.7E_^-#H&/\ 5_J]?3.J])I9CTN;&P#FY[;O4H_?35STE]77^J_7'(Z9T/KF8SIN'[^J9#W,>VJU[GN M^Q8>RMGN:W]'[_YC]+ZG\UZ:[/-Z+;E86/BMZEFXSL<_')I?
6+;=K=DY+GTV M,?N^F[977[TWUYPL]%FME=K6M]KG+TK)Z;9?TUN",W)I> MUK&G,JL*WUM<]U3V?H][VN_1^__(-:OU]^ MN%WU:P\7$Z>P9'5,\[,WTF?S>_])_@_2L;HO\ ^4SZ
MQ?\ A;%_ZBM4_P#&G]3_KE&-U+I;?5R\%KFV8XT?962'[J/^%IW],_&R#CTM=W^SXU#&5M8W^6U ^IC^KX_6 MNO\ 1.HY]O4:^FOQCBVW07AE[+;O=9&Y[]GIL?\ RZUSWU;_
;;@HCI_UJHL MIR*HK?F,:9D>T_:\7VV5O_??1O\ ^(8O1\#.PNH8[C]2.J/\ %C&?Y]M57_?U:NZ+3U3ZH-Z+? 9=AUTA MQU#7M8ST;/\ K5S&6+-
^M/U2^L'UCJNPG]9KQNF6/#VX[,670T[JVVW>NUUF MU_N6M]7^F=:Z;CC&ZEU%G4*ZV,KH M#_A*F_1V?X:Y+ZS?5_ZP=&S/IY-K?OV6?]_76=5ZC1TOIV3U'(,4XM;K7ZQ.T2&-
_E6. M]C%ROU6^I'7OJPW[/B]:KLP;+A==COQ.?HMM].W[1NK=957L1?K9]3NN_67? MC.ZTW%Z:7A[<1F-,[1[?7N]=CKMKO?\ Z-)37_Q4X5C^BY77\HA^9UO)LOML
M'=K'OK#=OYOZQ]I>NX7)_57ZJ=>^KE-.".L5Y73:GN?]F=C;7 .W.>RJ_P!= MWI[K'>I]%=8@5/*?XS>D_M/ZH9>UNZ["C,J\O2_GO_99]ZRO\3O6/M?U>NZ8 M]TV=-
M]@*;IMKU_X[[0N]LKKMK=78T/8\%KVG4$$;7-*\0^I&?7]6/K_;T^ MRR<2R^[IMMAX)%FS'M_=_GZJ_?\ F5V6(J?6_K/U_'^K_2K,ZUOJVG]'BXX^ ME;>[^9H:!^]^?
_P:Y@_XO3U/ZM9CNKD6_67J1^UV93C_#5S1^KX;'#K_UQ)3P_P#B MK^L]U^-;]6.IRSJ/2Y92Q^CC4P^F^AW_F$_P#1_P#$^G_HK%Z"O.\C_%EU MS(ZZ?K
.O,Q^I;VV"RC%V@.:T5?0^T;7;V-_2[_Y[_"KN^GUYM6(RO/N9DY0 M!]2ZMGI-=J=NVG?;L]FW\] J?,O\7-@Q?\8'UAP;?;;8;]H.DFN_4-_L/WKU M935]ES.O8V/41#\C%Q_P!.0>=KCZ-
=3O\ A*OH(J8?5MSNC/6:!UUO1#6[UWXAS1;ILVML;CNKYW^IN=O^BFZ M#T'I_0.G-Z?@-(K!+[+'F;++'?3NN?IOL?M63]9/JGU'J75L7K?2>J'IO4,* MIU+)K%E;VN+G;7RX?2W_
)S+DE.AU_ZJ=$^L-!JZECM?9&VO)8 VZOP-5W_H MM^^K_@UYY_BO&;TOZY]6^K[;3=B4-N%H&C2^BUE%>0&>[TWN:[9_YPNR=B?X MQ+ZSCV9_3,1KAM.7CT7/N'\ME5]GV?
>KGU6^J'3OJU1:,=S\C+R2'969<9LL M=J?]#-SG._\ /C[$E/_]+O/^;ULG_+'4=?^%K_ />=+_F[;_Y<=1_[=K_] MYU=ZQU!O3.EY?4G,-@PZ;+_3!@N]-I?LW0[;OCZ2S,$?
65K<#*RLNC(;E.:< M['%;6,J:]CK&_L^W?ZK_ $[?3I=]I^T>O7^EK]%'BEW_6\$4W_ #=M_P#+ MCJ/_&[7_P"\Z;_F[;_Y<=1_[=K_/>=+ZV=7OZ5THV8;JAGWN]+#&0X,K+P MUU[_
%'OEQR[_@K@BT?^;MO_EQU'_MVO\ ]YTW_-VW_P N.H_]NU_^\ZPL#ZQ_6&WK M%F&W;G"GJC\"ZAM#F;,1K6V'J3\QKO1JMIW['5/_*1_@J_46SU/.ZC1]9^C M]/HN:W$SV9#
[V%@<[]6%;P*[)]GJ^O[_.I[$N*7?\%<$>R7_F[;_P"7'4?^ MW:__'G3'ZN6D1^V>I"?"VO_-YT#ZU977.G8.;U7"R:JL;"QO490ZKU'66M M+G/]2POK].G9Z3&>G_+6GTVTVGCJM+
[AGY5>76=IH[$Z@+]KW;7_ &C])C^S MWXOZ16/K5U'I@SC_>E?8K6UC-Z<*[

95D.MN MLH-^Q]'I>EM:QS7N]=V1L=+ M_F[;_P"7'4?^W:__'G5?(^L&5T[ZG_M_JF(:+U#-RZLZJR^JC/QA4*VUC(>VAEO3K&;K_-6N ML9^BRO6^T4_X2BQ+BEW_5P1[-
[_F[;_P"7'4?^W:__'G3?\W;?_+CJ/\ MV[7_.\Z76VNG.N?3D-=6'DBNJW,W5O+AL<[]/Z/^$_G=ZGT MS)SKNM=6QK[FOQ\1U(QZPP-I9/Z3;NV5^UB7%+O\ @K@CV8_\W;?_ N.H_\M
"XZC_V[7_[SJ5'0;*KJ]3U7/M%;@XU665ECH_,L:VAKG,_M+#ZQU_KV'UGJ M&%A/&59CMQK<+ &.Y[KO7-C+Z+,FIWZ!M/H^HS)?LV?X7U/379 I&15P!__3 M].S1BG$N&:6#$]-
_VCU8]/TMI];UM_L]+T]WJ;UCXG0^F8YZ?9^TKK\2AP/2 M:+;:S4TN8_TFT/96R[,_576>A]HOROT'\W_I%%\Z)(!3],W8&,>L49UF4\9#: M;*L?%)=;98TE];V- M>Y[OM+:/096QC?
M'J>I3]"NW?_-KYI214_2G0NF8&"_/.#F/RSD93[

,'UM#VN#1F?H7L M-M_L]+U??^B_1_S:^;$DE/TSU_!PL_I.3B]0R'8F%8P_;;6O;7%8U>'VVM6>G]I:6B[B/4W>GZ?]_P OTE\OI)*?HG]B]$>.B5U= M1K9]/TZ/\)_H[%\V))*?
ISIW3F85N0XY=^9?>6NL=D/ M:XM ;LK9774RJJFOVN^A7/NK&L=/L869DV=-R*NK&L/R869)N<&,V.]ONM+F>G_Q.ZL-[>"+-_L>OF%) J?HZJ>(1F96.+&=,JR[R*@9D]/H#]B[1F96.+1C,9]EB+GV.-.LN]1[3U_L+OS:_+EQ%GL]L+R_N>YHJ;?*1(+I.BF#R*@9-BR@9*<b
HUG[.Q\NRKTA;G59EEF9?74W)QB^LM8QN_[)^A:P6U-_I'I>_P#2?I?Y MQ:J^54D"I__ 9.$))300A !5 0$ / $$ 9 !O &(90 @ % M: !O '0 ;P!S &@ ;P!P $P!! &0 ;P!B &4 (!0 &@ ;P!T &\
&UL;G,Z&UL;G,Z<&1F/2)H='1P.B\O;G,N861O8F4N8V]M M+W!D9B\Q+C O(B!X;6QN7!E+U)E7!E+U)E&UL M;G,Z9&,](FAT=' Z+R]P=7)L+F]R9R]D8R]E;&5M96YT&UP.D-
R96%T M941A=&4](C(P,C0M,3$M,C!4,#$Z-#(Z-3$K,#4Z,S B('AM<#I-;V1I9GE$ M871E/2(R,#(T+3$Q+3(P5# Q.C0V.C U*S U.C,P(B!X;7 Z365T861A=&%$ M871E/2(R,#
(T+3$Q+3(P5# Q.C0V.C U*S U.C,P(B!X;7!-33I$;V-U;65N=$E$/2)U=6ED.C&UP34TZ26YS=&%N8V5)1#TB>&UP+FEI9#HP,3@P,3$W-# W0C V.#$Q M.#(R048S,C-!0D%%1$,Q-
"(@>&UP34TZ3W)I9VEN86Q$;V-U;65N=$E$/2)U M=6ED.C&UP M34TZ2&ES=&]R>3X@/')D9CI397$^(#QR9&8Z;&D@&UP34TZ1&5R:79E9$9R;VT@&UL.FQA;F<]
(G@M9&5F875L="(^5FEV M86MO'5S($QE87-E(%-C:&5D=6QE($YO+B T(" H,# P,C0X M-#,N1$]#6#LQ*3PO'0 0V]P>7)I9VAT("AC*2 Q.3DX($AE
M=VQE='0M4&%C:V%R9"!#;VUP86YY !D97-C)S4D="($E%0S8Q M.38V+3(N,0 $G-21T(@245#-C$Y-C8M,BXQ M !865H@ !865H@ \U$ $ 1;,6%A96B DH M# Y!865H@ !865H@ 8ID
+>% 8VEA96B DH M#X0 +;/9&5S8P 6245#(&AT=' Z+R]W=W &, : !M '(=P!\ ($ A@"+) I "4)D G@"C *@ K0"R +< O0#" ,< S #1 -8 VP#@ .4 ZP#P /8 ^P$! 0<!# $3 1D!(!)$!+ $R 3@!/@%% 4P!4@%9 6 !9P%N 74!? &$ 8L!D@&: :$!J0&Q ;D!P0')
M 44!3 %2 5D!8 %G 6X!=0%\ 8,!BP&2 9H!H0&I ;$!N0'! $! MZ0'R ?H" P(, A0"'0(F B\".)! DL"5)= F<"<0)Z H0"C@*8 J("K *V M L$"RP+5 N "ZP+U P #"P,6 R$#+0,X T,#3P-: V8#
<@-^ XH#E@.B ZX# MN@/'],#X /L_D$!@03!" $+01" $@04!" 8$(!!H" V!\,0$TP3A M!/ $_@4-!1P%*P4Z!4D%6 5G!7<%A@66!:8%M07%!=4%Y07V!@8&%@8G!C<&2 99!FH&>P:,!IT&KP; !M$&XP;U
!P<'&0<K!ST'3P=A!W0'A@>9![D'DP?2!^4'^ @+""L(-@A*"%X(<@B&")H(K@C"","()^IL%)GPS#%PM $P)) <\)Q6D'K0HV"DP*9 *?@J4"J@*T KH"P *(0L$"W$+-0M)#
>E+*0J#/UX_*EM(JQY3F@'/^:#?3UPGMW_KS^T?HOM?Y$U<)WFH_+V]8\?;?]\^M_@_4_H_Y?K^R@@&R^$#]=!TCZU_5IV5I\MGT+ZO%P%+:&IS-'^L.C.+F+:G_4/"^)_P!:@LQ0;]8,T9<
<\)Y0G["A$*)PK@@*I@.J:*"P?5BR"R 2@UU+FD]&DY,,60Y\,]RN68UF\;6BK5*?MIO6[5WZ$U<]LH)3[[="\'^YS3^E>O_P!7I9O0_=_H^\)VQ\/?]Q6>[;\CWRX+.\[K@#@ZOL&_0=E_M
PZ;#K8.T@[N#PD/)U_VX7P\1BZ5#6:V]R]]@^F7;I9H0+@89(M3F-H$')0NY1I\Z7\YYJZIP$]^L[9/1I)B=F86ME=S0RFR]XU*=ZMG:]JE]+K4YE%\6V!]'_9-(+QSAGMOQ%7:=UNR9WPN;2O^
[!L4&SL;8QN*<(]VAP""""H<4AQ[M'*,0!Y]'I0>OA[I'Q,2?/A]I'Y0?OQ_J(!4@02!L()@@Q"#P(1PA2"%U(:$AS2'Z(B<B52* B?B'K(M@C0",W(V8CE"/"(_ D'R1-)'PDJR3:)0DE."5H)9#

[A:]XU\>Y,-=)*XIK., M2(UD$?RP(=A=.V;LPUY:5[*YPF55C,AJMZ8YVM:G[H%25*NQNR[-M-5N87(N M#,Z?U-C67@Z9%)Z0(=NK)-1JIBH^K^)IWVQ"IDE2?=,"$"$"%0B-7;_"(M<_
MUFQ*;[97RTI0?L90(NP&RT,]OY._N[^\ZO:PHY^_M:)4J=*645C22>TC+_H[MPZ"U)-/;!ZIQ MS>T&R*SI>[OH%;NK!+.GEVC[MKTK+D)W.]Z6)N#9^T$GEG2\?M#3K$D6E?
-6RL$]]F6YM=Y[:N#PU[MEZ]$O@*Z$+3V;TV5A?*-2E]=MG56HX[6XIW%O$@\7+9MW"; >^7>SHZZ:Q#**NLMC:4M91.2FF5(J0-7;["5KQI]/J-:FUO\ [/4OYNZ=4C1TYH*J
M.3M8Q5XYP%$T]2'TBYQWAD+BUM+?=CRJ.I]=6V4K",_:M@FV?=%?RZS N"N& M67I '308KXZQJED->M2_/)Z"9=T60ZST5)O^OSHMRR&LGOCQ0U([ZC7>F.NZ=Y81+U[*
MOE+;8>OVW7=#RP6*I8S$;OHG1V%""M35/FL,OAZP29RF#3 .)RXG 6.'V*S< MS32BE43=-[$7HR&I69>"QTRR;9=FS6]8@K*V0?8AFIS;%GE5:7%2VNM+NE+A M8OM,:"4-
UZTM7HW*R&/O;:) U%,15)D'$O!7NKN#<$IS=,K3S#SQ]JBUL4H(DRD)2$I!49\Y8HR&)V&WZF >*$D53I^\9+J0ID&9I\
M:\$CL]J6F57]PPM@O*9+5#!L&:V20",C+Q[8_P"")'3[_+#\3'=7_@]2_P#L M O\ <+T?#1QCJPFSM0YUEY(R@I)52)@[A>#/4P>TC;RIXK.X_*TDU4J.A&7P
MC[]M+@U[+Z>VY);Y>Y=FF)3<#-73457K8]5-Q\T*B5DI?OMEU);#-L[*]<[H M83*;+3N5K^=:W"[6OUWVG M;NIO$1DI,(>/;'_!$CI__EIGXF.ZO_ ZF?\ 8!?[A? 5S4:\VWL3F[;9'5*X
MY6<9^>P-S6^8HRBD,;:SK:E?5W81NNFG:5)Z(CZJ(B'9JZ*OM;J!1-+'(XC* M6%"^LMQL^JUWK:WB[:YTD\Z;L8ZB]NVK[*^RW5%C582XF=FNI3N M= .NDX-?)C*H%\ 9J2#]P\G-8-
AO[!>V/;'_*^_UZA'!XDDR2C^7U,OW]TC+@=34FK81E^\O@("!!9(4' T M&_F[38/53%W0=NOG,U+J7]UO">) M&HE=17F5IFO]#!? +(C/(W=M:4.P&W+YVYWK+J0\G751+Y/:'5*
["Y*"5=:M MJ?T7(45)52\>V!?_,^_UZE5I'NH_P!Z/Y?59P+N=<35>H=.9])^'MZ3%&(4 MHR5,"13.LZ&;@W)8;KT9?LN[2K]K3S=?!YUJ91&2;4Z(>EP1%:;(O"O'EU>M
M#MM4PB4$Q>F%I9YMNK$7>'SS>S%?"9O?VT["[UAH9JUW"_K:BFC;A1D0[E48 M92'[NGE8E-7PJ% MJ.>A@V3D+Q=_D.IS458-LO<;[]:%^U7
M)9W=Q;7&BMD6SL:9&HZB",D^O9S'JNM8*340KK=E4V6TZ:DK*D:C1ZU5+(=L M\Y2O=@]-<75/.D<0M,RJT4T['L)F%;3M:WS+5!28("!#8^!HYUI9RS3C\J M@S,]1T31K^
CZ."Y*VQ&=K*JYSKI]6$8.4A2@:.VK$+&N+WBN_NJEMU18R\ M:W8^AD1J[E0-9^U+IIL2"EH(^U>Q.3T(^=5"5#LXU?ZXP M?91T:IHJ]='7_7M>+5&JE1*2-
Q[*LF6W;JME7:XM*ZKMF.VDID5%9%^V;LKJ M_P#KF&J4U(7I[85PSW*W\S:Y?&)^$2]=@X-.=:V;LZMEDVEEJF(S;)SU!P-A M!E*
(EZ/!PV;>P;US]=P.;K(S:C=8I'%52*DK414G/D3Q>T&U=INVZB$OKGKV MA98UX5:=RZ6EAEYEQ-3&GC6V"@2SJ(0C<3LQF'9=S454N>K+ML+QC$931(S]
MB3N=F4G4Q[^VJV=YKQL5W*[FQAZ.*PBU)(U&HQ6JI0.U#OHYEW_S4^K#KHXA MZ4:M.K34:8)-)G&![AVUB6=BV>1NTFM5-2R M,O\
2H@B%^BA4;JW(T*724I2!7(QV6U*NVR1E2 M)>F-UW3)OFJ^FTY;!*XA:TAR/S MRRW9O2^>=QHS4N0=^UR2Q<[=9AL*2F"Y%#L;KJYP M#TZE:_7\TI8&DB/<&\GJW7EG=\
[7R=&]5E[VX3CK]0M*.6LJF%WSMW%T]&;F M>[J=3@NZEG@W5V!VM5O\U?./,71V%^HRQ]_.W\TY\!=T.Q^V:*-'/+.NQK)_ ME\2* 5$=L6N6(?"TFDF7G*^&3BNYRB3D>Y5
MDA#Q['OIR(P+!>3MO]6]8;+%+LK2E:VZ2A,3%]CK6^M4ZU9L4:Y9Z1_8+4(M?V TP3!:9"A;T[>G[&#B9Y;!8C(HQN,L\?13&,JB5DVF='JIKQ"\)H+66)JX_$X^RHP+P*!C^8S24"
(Q%(BD>QD1$0F41J/VE)1 MRJ-:H15\"]B^(BD12)4K!IH!?#W(XI$4B*1%(.!&?Q]O")>D1$AVXRM*CKP
ME2B,@T>^ZC2>5A>6]Y:D90024IBD*,X$HX02H$1B)^D2$4A1Q$8$D_;U,BF. M((R42D$)%D"]PF$/%7N<"(?N,? 2Q6J(1\/6)"MN)CTEIW0Q3'UG8P^L[&'U
MF8X^LS''UG8X^L[''UH8@^M#$'UG8X^L[''UF8X^LS&'UH8@^M#$'UF8P^LS M''UH8@^M#$'UH8@^M#$'UF8P^LS''UH8@^M#$'UG8P^LS''UF8X^LS''UF8X M^LS'#=Z&,+
M+:K0O[BA_& @)1*)1*)1* M)1*)1*)1*)1*)1*)1*)1*)1*)1*)1*)1[$(D(D("]Q[^GOZ>WI[>O MM^#[?@>PB(CW'N",A$O4XQ]Q$1$3B0/T]Q[B(CZ1(>PB7C[#V'MZ1+SB7H9D
M7F?Q!&(^!K@J8B+YADOYU,P=7]E,R/U4J"T+(RAX'\8&*BEF1?,!UI I2I34 MHD&HB)!FHU+21!/[PI10]I$G%(6DIE&9'3,E($?<&:5*]R21G*F!@OAZU#- M)<4G,9TZU ZJCB#-
$R(D4Q#]TR5S*G)2I5&"*(3,9)01&JL204YF2?VH49&: MX+IS$7["-,4<+4@U!)Q!J@2"(Q/42A=0S.B<4>2U'+D*F^_\ $WU.^QGKMIT;5:M)F[BW&]:V M5W3M9D7C#?>.>>'_
/89O:U>2K:][#[-L\]K:H_[BV4Z&:>'>?8+/X^OMS<&#SV/N.39!7\^[]T5FV[L#EK;+8>) C(SJ1AMK/ M;/;5)@;MV>^,TVJ>8IV90@F)I]5F4V;R]GBK#,;L?
SYS"F/ONA:'V(=BDJB+W=^T63>,1XXEV8.)>2R,D=KWG M7Q> ZK-"E8,8B*'8G7M!Q-#7-K6M6<7P#JSEG@,$\&'G,XT^L;^_K;1(H)+X M#>=*G5UMTX22KSLI4QGT_P"GZKY-
,B]@]4)+L!CB(K(TQ)],^@Z,=BL;0QUC MW(^&CJI'K9]L:T=%CC;0K2P#GS%##8=U,_.O/#]57W_6&U#]R2(DC:%)%1E] M.DI_N)*2(O&HHOF=M'K=4ZG71G6F$81?+(=AM=
(SF+:M.J>04CM@DDO37D MY,[LDJSJ;+8A5B:QI61]C'PIL-'JFS59"Z,DTU97&6V0LK^]O-9;>P]ZF^Q8 M[(I2>I^F*4\+_P"7:^FD]?:L02&+#T[#I2>M.FQF=AVCK8M3&Z@?
U0L1*1A, MWBN,>W]"YIYKK_=T+K6Z#B3DRN/QF*P>5M,GCO3M0\CM[:\W"PKIC:,>?]K[M&M[A-=!? ;W3'6.A;#8=Y=Y+2&QGE<6.#,=AO^M-!8O95W;U]"O\ >-XS6AAFOB%)
M,T(C+X5"2H]^:V)WM/KGL2FV%_U?&J'8W<5MHF;QEVG:N'QE]U^V/CL^ST*(T&J W$XL?C&5U7=6-PKNKO%N4Z>W-U8^Q MOK,JI6WK6))EV-U>ISX#KMM>A86-
3)XXB[1/%LY>OH;&T;/6E-9H35KTT)[4 M9JPN7OC,-A7[JEEO;/:@>+5>&#<&-IFI8VDRK=W-74+HO-7O/&YS$7]GL#:; M=:V,U']P8:K9;Z=U%^9EJ8S^F-T5JB"5
MV/SN/M=>=0&OF+ZTZ[-''W&-LJ=A8K3.3OTDWG+ M?T^K+!@?65F%1QO6UBV5_2(RI^IE^ZL1JI/OK\SW/4I=8<\2FYUS8&*&-Q-C M86QI-1N=N)SEE5ZQ,NO<-73.&;-
\^=.M%X*:.D&ZU$"] M8%X0(0(0\8"!>4/X7__: @! @(&/P#^S,S,S,S,S,S,S,S,S,S,S.RS_]H " $! 08_/\ VZ\D M!_?WK3: S9(W PVV+P"O>8ZK'<0XM,$S)') M^5K@36V[K&06WD+91Z?
YFN"XG&KW<9G:&V\+W-)_, HK<-U>XN^;F=(%*Y^2 M3;IW_O=O>V&)I/X U:<5P&%!,OYF,VJW?IDN7MU@"2<#6L-)C!0O0HO3Y([M65^FUNV.&DG N: MPV2:-
T,>*=YS2E6<,@,AN[ACI>.!< 5INP-:!"+0VP'2"*W;;].EMO.^-N"8 M"@.0*:EV:1RNMR!TG-:WDH?S)(/HHDYG"K?[=MY%;&!+* ?Q-*5)O,K=4, M+',!(PU9BD/ ZNJK?>8&?
N;IA,K@/QN=0YA5O+(XB.Y.:;=%P60AM MQ:]TY5=(Q9[5XF8[B&L!*4C@CA@:M[UA1UM,R0$?JE:VG<2X.?<6[7OQ7$KG M1'#_, 3^6&IRM=4VX;E-X5I$%+C1:-VU 8.
[CL*TLW=3R:'5I.[?V'4(X]X M"G =PTR[@?KAF:US'$JRW+=;;Y:UBF8\ZB'* 5J*TA"-A:&G!,J:T#!56KNQ>>[<1NCR_,$K<] MMG[GNTO@VS" 9,\RF0K3_&]/-X;J[V](1_NW4O\94#_';J
MBL=MW7Q+B4HUFAP]=>*WO-$_W;J+QNZKF=#JM;#:MS%S+.\@-TEOKI='=X%:B.;PG4$WA ./ANKQ1NZC(G0[A4T& MQ7_S+XQJ)TD'$ID:# XZW'.AJ%ZEIT$=[\Q.W#
M2&D!>FC\IMGC\-IS?XJ]E W-IHC=@[O$H:;"+_,*5_P" M=@3 MSFO'VZ<7$0":FT.:O301V SPJ?:'S&)LPTJ!4CK;>B7!2(_#[%IUC?@Z51LI MP6E<"1TTV6-0A7.H'N>#+
#&0N(#$:**\@\^+[>LYM4; 'RM:?S-0CLHEK2- M0TYKC3=)U2..D5'N,M\ZTAF >@Y<:672[0[NAP&8Z:_?31QEN*:FTYLU\UTO!@'Z119\Z&29:2#@>FBRWO M(W.&(4@5:
[W;EKF2M24M0JYSL*<&%S>"R$"FR1E62=\'FI M0-[-7)J:1^FKS=+'8\ M:535O86^$EPX#5TE*9-<[N83(0W0N?IJXM_FC=371:YST(!TA,J?';;-+RTL R"YT^)V.AQ:3T%*99;9
Z1SRA(!2K+ M?-POC%-%WI+;2J+ST&^\U %Z!1VTW)MW#)R+QIQ;O1?HR;X:4R.[)FM9<&3(MBI18PJ78FHK&QC,EQ,=(:*9-?;B;1T@!$>G5GC5IO,^ZF86[]0CT)36MR: %
MH.7+,U)O,>XF!CVM;IT+[H2GR6NXFX$!R=-2V\P=%=0N+7#$'#"KEKWN>!._WB3ZZ M4<#YCB>-;)3@*3\#<1TU-MES)I@OFLC8"<%U$T"# M@ '-
/3YH_7[IJ[W&=VEEO&7@GE%7FX/)D?-,]D SP#BE>&!I>"C@>!JU@.1D M"UMD; EK%E_1'E*MK!R4I./+7[R9C>EP%.^;NVM#>([WJHBTE\=PX(13V6- MGX8!1K]6=$-O#"T\ :23=+"
(-WBT"M+0AZQ:L9' .%M(QY!QS44& *\:/W#N+ ;6T/[C4%!>QR'LH,:T, [K0 @095AP./ MD < 6NP(--W"!H;;7C0I 0:G*35V/]_)7H\P@UL4?'QI?[E;KM\[=3_!;X9/ M*35Y8RM+?
EY7M0A"@<0*M;^-Q:;9X>2.2MOOXG ZHVM<05Q#0OFH3FH.MKF5H'ND:C0%G)-,!DK#^D5%\UMKI(W?B+@%IIOK+P'$8]Y?*YI M"APTNZ#A3ON7:HCX,Y+
[EK1DXE!V"N\$3"F;==//R%XY"TG %-+?73)HR',> M%!!45G5SN=T]K61,):I [R%.VI;V?5(99--O&,4!*<*BWW2MCY3<2*?^717\0C']HTX?E M-.=RA*;R#&IH7/+K6&.-K6+@'!0:
(.25;B,!'3R.+ARE%HM_'^&AR\>GR$.] MT"MON;>-SY8[C'2"3I#>:KD21NC/C/74"/77H\PFMA9^6:0];*WA[0K888G= M;B*_[@M(TANVM9+I" :&J>TT-/O.P-3_ &OXM'$%?
51\:VD:0<>Z<.RN\'-/.#6!+O16F*![NAIJ,VVW MN.&!)3#TTSBK.+R_YZS 8P..+@BFG3F01^&"X/)P#1B[.I=EL9"[:[M5VCNG!QS]=,^XMUB2PB(=;ZA@Y?]M-C: &M"
##+SCT'U^2]Z&>LT/--;!_U M,G^'4G]&/^\:/0*'333Q6MP:]=3CK0\CG.(H-&3V@$U)]JWCS2>-;3&ONO M<>ME?<,B=WY>+'^O5Y:1LU7#&.=&44J4J>$@@V[W-
<#ABTD5MFXM=IC$P-P. M!:%1:MKIC@6SQ,D!!7WF@_I\R:TC%D:#\S6@'U5N(&"DGK<:)Y&K6T%,?V!YN(K I1=[QZJ-_NLP MMX&\M1NL[Z-YD +6DAN?
30<8FN8<02APHB>U8YIYA1+[%I)Y"16H6])-#Y: MS8$Y0#ZZU!C0$T:0T#.I6L9W[0"8$8X1@NKD M'7(@;XPS1V)QH:L5I!EYB<3C07,<:F:8Q\[:M+H'\2 KC4]A+9Y:^%P;(T'
M<0'=E06FR2Z+B[9WW-)4)@::H'W$I!0_BS-6^VV4 M0CM8&AJ#@:!=GYQZ#Z_)>]#/6:'FFOM__J9/\.I?Z,?]XT>@4::[A4/W+ PF MVO&L@*#(L:22>ND/O JM,N[28V]S$CF2-
XD<*MMI^YW>#<#2R.CR(N-8G"CT^:VH(%Q8A3I;6\2I[\;0O0^BTA00F-3RL8EM>H M6D#!2KC07 A"M16<[UNK,N"$J=((:WU5A[JUCE1+BC6\:-C9OU6ECI3%0'@%
MKJN/N>XC_>S%T,9<,C&]5"]--7EQJ\:B*P.ZR:/16WN!72QK>IH\]#FF%6WV MS;2?NF@32EI_&"A%;;902R:!,Q\B.<@;JQJ&U5?"8(U/%* Y/,#1EG5W9. (MN(7QX_K-
(KW2VVG=''SM"4YI."$K5W]NS/PF65@)X,8F'70 _"*!.?G. MWEZ"5X8IX*X"H+*W#73RL M!DD "GTT ,VYUAYQZ#Z_)>]#/6:'FFOM_P#ZF3_#]7^C'_>-'H'EN=JO6!Q>
MPB)Q'ND\14K)HG36#W%T4X&0./#D%$./=!05KCP_$"AIL5C=/DM0[6;=Y7$ MYXFH[;>W"UNW(U2I"TV6RG9-&1J:\$>JCIQR#\83J?0J?<(F+=;:UTJ@*2"
T41($()9Z6X5;VL[TM=P>V'$H A+C37-*L M($@/,X+3>Z3%!:QN>%_5"U?[E(\O$DSG1+P82H% M77W%/&N@.ABU#CF#0+LT4]-+R^9CRI1'$&K?=XF(+II=*X##4YZ9T0?>5:L;
MYITLD<(#T2. J*X80X2A01ST ?.*8M/O=-7%M(D$H5:3Z%HO.# MG$KZ:BF@)$\3@X'H*U%8W,@.Y630R;4<23C2C\6=8><>@^OR7O0SUFAYIK8/
M^ID_PZD_HQ_WC1Z!Y=)&E@"ZN7FHVVYV[9HGA TCM6KC/Q I3'6=T^2%KE= X_I-1V-_(VUW) " MIS.6=!VH.:?=<.(\U:W)X*CPH6CT TZ4_C>\+T/\DUI* 63MTN!QPJ[VX,+8
M"Q82F!,A+C4,D9+70NU!PP*U:7CG+96?Y>P#7PN(P+VN0TU.'D,J8.M8@.HTWF--:JEMU)^CSD%1[7 M;/\ \U=/ E:#CX;@AJ*UA4RW$@9&.5QRK;;5[VXDA89@B=XC&@TY +6'G7&
MAJR6KFSJF*1JZC(<"3B.FF2LP="=0Z6XUM[R_5%Q:YIX5;[A;/+8@\"1H*!"0"M6NZVL@>R9@* Y0A1 M BZG>FG0;Q9/C"]QXQ!' J*;WD7AS4V6%
[F/C.IKFDCU4S[>WJ;5\K>'16?!/*X\Q]5;A(2JHWJ6H).+IAU.K'E- '-V IGW';,_?6"OG5PTVD9E&.>(]M75\=4DLTSQ& M,24U% *L[?0ES,/F92F);, X"BT\
<1Z:;TU;R@>]%&%_JFB.05(PG*ZE3K'G M%[LAF35XUCUALBZW 7#NFK>5S5@L$N"HPU,-- " % !PHKQ% >=?63PHGB>P M_K-(K=-J+2UMM.6-4)@$I69'WJN?M^5R-O-4\0)P
C8B=OF@$\Z5+=W3PR" M!I))*# +4NW6![A.);Z*+<]6566XPDQF*1I>AS K;]RU+X]NQQZ2 M%K^JOED)/NM<>RMRE!4-EXPDAUH\2@C#A6TVNWW(DFW!@BN TXC]RTE?
36WL(U6] MI,V60D*.\H*U'$ $C8U@Z $\B58R\N@+_4H&IX5Q;<2.3I/FA>5:W*[>[2]T M3V18H53"KFZ?[TKB\GG-2;G(Q'3N):4Q0A.!_D"_BWN]=6N[,8D5Y$]\C@/Q
MN>@6D)0D:NJMNO [2))&,>)VJ*9NMCAR4>; 4%S\A>TI(PH#S<: MD^V-NEU7LI'CEIQ:6G$8-0S1N+9+=P:@YI[CLZQS\S<7,"N8T$?M"E(]VMI;([3%-(0[D]TT'?GSZ.%=[/S''F[HH
MV$;M3+>*)P3(.-K,^,_P!4I1_5[U;.'?CM MHW8\[167ZOH\MU(J)&['T5?R.QUW,N/_##6W ?^9)ZQ0% '\5+Q:34/W#!& MEO?!L3D&"QL4D]=$\R-B<7,!.
)"4_>KN'3/UCCF@<"/7Y5/"MM M/'Q /[%+SU?6Y.0<].EWF]\X'"F?;=F_NQ$/ETE,O=-;(V(":TCD/G9FEL3%Q5RM7T4ZXF_W"4:1G[Q#5]%TK =SG:#=
M.3'5EZJ:UON$4Y1D<*#G^^F%'>;2+_-VX)EV0%KV%'+4,PD(LYG 3 MMX8X"K>_M7AUO.T$:2M8^9?[:BF2,X=&-7MK("TQR."$)DXU;;G&4=;/#@>D MI5I?PO:72QM:0""5:
M#S+W=[IP$=K'K0E%X5>[F\E[IWEL9SP#BG94=SWB<2.4L!I 5 M3S+FYE0".,N*Y85NT[?=ENY7#H+C5CMC&EWS$S8W(%P-;=8# VT+(T_HA*]% M :E#<3Z:Q*)5_P#,RM9+
<1EK&ARG#HJ:;WHC(]X'2XFHMI\4,O87O)8>1SL* M[HS]XUI3#EKHSJ]MBP.N(XW.M\%.HH,*GM900Z"1[#RM<1^BMOV=K2Z.ZE: MRQPU,(Y#7>_#C6!X*E$N:&C\RU.R.X; M-
NLK2V%K3[JC#*KC<;MY?-4U-L%R_3;W MS7SM4X:HV -';0D3OCNITT4S![P7,U)>[C*V.0-/A1 @DD@IESU<7UY,[Y0. M=\K#P:TXIUU-
]Q7S&RFW*0M=^LU1VBAJ8&G\JT#Q'"CIP=@M=Y< $X4-)1KNPBF[#N\I^4>0V%[CE41Q/NHBW7+'Q29*X-*\<"5KND:>4%:<2[5R X5)JI=OL'&' M:&]TH?
>X&H;FYA,6U6[@]TCA@[%#G4%K" (X6-C"!/= 'Z/)W<^-:>+JW(#O M2BYE!'-K=4>R[C,+:YM0C-9S1&C/HH/@>',<%#FD$8TJ:CR42]NAHYUITLA# M(FXE[BGKJ3[:V:X#
[B9O[Z5A_"X>[1):2\XH,2YU,^Y-TM_"E+EA:X+W,P<: M*! ,*]-7^Z[9"[YB-JMT]XY\E.;!=2P-.">$OZ*7>)IYW DZ-#@"O0*!;;2M M!X:'>RC=;++-:S\@C<1ATB@V4RSL8!K/AZ?
T5:7]PPMFD:"\$(504Y>(H,>% M:["IKNU@>ZTNTW0R&%D;"'-:2%*\U.BENIA;O4:!&B=0I]U,R629_ON+'']% ?+R@N/Y M'>RA-:QS,F:?>#'RE-O+S]QWLIKC;RN(] MT:'9=5-
N]L,]O,'KH#'(>R@P/F<&'$>'_LJ3<-W8X3"33WAI.2T/.//0/ 8& MHMQB80WX#!2X-IHYEK;]PB<6NCFC!(_(7C55KN<)!9=,$@3GJT;LL;W M^/&3*]H72=24Z;=Y)YP#W&:'
#CPHD6TA<<^X[V48-I,T<PA\$P+7M(6KG$&-/; M0%QX][U;?"V*WC":P,24"^JA@B8>0< MKL*('ODD-K<=T@LW2V4KWRME;B5B@ZSM999978OD# MAB>=U0;E]R#Q+IK@?
(4+GF*;;1,#(F#3&T!$:,J*5Z%IUM>-$C'9M<%%'78 M1N)_5%8;=%U"L-NBZA[*_P!-BZA[*PVZ+J%-CC:&,:$:T! @\G=X4!?P,E/* MYH->#:L;&W@UH '91:
[C2DJ.2OF+VS9(_BX@+7^FQIT"N[ML?4*_TV+J%?Z; M%U"L;"+]D>RO$L[2.-W*T &C'(Q6.P(HRR649<<3W1[*7^'1%>8>RO\ 38NH M5_IT74*_TZ+J%=VQC!'ZH]E>':0B-
OY6A!V4#ES?R#+_ $C5!/$P.3%"XFO0 M33='#O'I%/VB>1;FP+(HFDXE@:7'UT&7UJV9C-;VD<;^"-"CTI2 (*P.>5.AF"M<$(HR2;?&][L7.0!;_TV+J%:1ML2 M#F%?Z=%U"N[8Q-
3AI'LH06T09&W)K0@ZJQ"'D\PM13Q!HLW"RC>#F=(![!3I MW;>-3LSJ<*[MJ&^D^V@]]D)'M*JKJ:W;[%C'-R):OKH- R P\XAT39 <]0 M!]=%E_ML;@.,-RTM:/4/-
UD)2M7$84@%9UCB/- MPXUG_(FS+AKDN(7!JXX.(H'(A]-$#\56ETY^FUF/@RM7#5*0T&F74#P^.4: MFEI4==%I"4!Y, M(0E:0<16/"LJR\J UB<:S7S%3TTJX5GA62^FE5!^7.L:S
M\Y$PY:PK$I7O4J+SUEA62>:YCKX M)!"',5]<.HU]>.HU]>.HU]8.HU]8.HU M]8.HU]8.HU]:/V37UP_9-?6#]-?6#]-?6#]-?6CJ-?7#]DU]8.HU]8. MHU]:.HU]:/V37UP_9-?
7#]DU]8.HU]8.HU]:.HU],]K2<<-12H;VU?KMY6:HCDHI]Y>.T0LQ)H?YL#F0U]8.HU]8.HU]8.HU]8.H MUC>A>@U]@>@U]@'H-?7#]DUA> ^@U]8.HU]8.HU]8.HUC? A1S&H[2WO0
MZ:8@-"<37QN&K^K3Y#*5>XN.?$KRU\4]OMKXI[:^*>VOCGM]M?'/;[:^.>WV MU\<]OMKXI[:^*>VOCGM]M?'/;[:^.>WVU\<]OMKXI[?;7Q3VU\<]OMKXY[?;
M7Q3V^VOBGMKXI[:^*>VOCGM]M?'/;[:QE*^FOBGMKXY[?;7QSV^VOCGM]M?' M/;[:^.>WVU\<]OMJ6RM7ES9G:R2O(E!HQ0)5O>_.FRD@C+->G6JE'A5X;?N AO$^%6'W
4_X0K_U ?\ Z0I3]P%I:0/A9U#<'>R1 M#(U^CP\T(-6VWM=K\!FD.R6I+"X.F.3 D4&BVL)R!Z?;7QSV^VOCGM]M?'/;[:QF)/I]M?%/;6$Q]/MKXY[?;6,
MQ)]/MKXI[:^*>VOBGMK"8@>GVU\<]OMK&8D^GVU\4]M83$#T^VOCGM]M?'/; M[:^.>WVUC,2?3[:^*>VL)B!Z?;7QSV^VOCGM]M?'/;[:QF)/I]M?%/;1&MQ7 M!<:AOX'ETD!!
)/#TTFC\&C/*K_#SS_P#!,BDC M[K >\2:!&1R\PL./$>BBY^)R!H$%:49^:7'$#(4"NK2 HT9FG",A1[Q6DCP M=1;JP9[PYS2%RGEKGI3[O&CA^['&D;WB,^%?
D:.VCK]T94H.D43[SAQHXAO+ MB*(8X 9ZP57T4NKO?FH:G*%I.7*B7%31H.0H,D!(_#2.'=&7110 MX4@*+QK2]^KDX42&*1@B*#0\QD\$6L2J8+YZ@8TZZNGAC&@DEQ084_9?
L*W M[-]Z6KH=S9&T6TV8>IP*@)B MVK;<9^\^X:"TX R!X(S M_"*9N=B@=^*(%4H'4BYA*+M@F_?)@,!ZZD^WI ?GF3&'AF"G)3+S[@)T2-U M%,CT4U.)J7<; +.'E!QR6HKW;-
M)AF:'1N+VA6GI%1_]PVOA,>GXVG/HJ+<- MHL/$M)P)827L"L.6=6-G]RV1@AGN&1.?J!'>P@\#Y<*NMWVR4R;8R0:8@&X,/;PINV[63$ MUH)D?@?=QX\U1MW63Q;IK4F>B*
[T42V@N?F &I[^_>V.W@"XE,@M2;7_/SV MU,,4+M#KT' CE1U"^9]PNGO -3[30P8\BU)L/W#:NC^XHY8XVN.3M3D*%$J* MZ>Q+F9K72A>4+01VGT4[^$RI.F&
_34NSW\9D>X@1N) 5:9N-EM^JQ<-?OL4 MC.CL'W9:FPNR0P/<5QICVN\2.0:FOYCC3 >.%/=*X,AC"DG 4=@^T83=;F3I M+V$D G+E%?.7F].V\2#4R+2QR XU_$=TD?O&T8:G@-
;@W/ 4V2S>!?92P$H0 M1AQYZ4X+D.>GAGQ".Y7\2B).WZG%0F &-36^W@MMXF-,CN[Q*&M-P?\ ]CH0 M/YT%?,W4AFM)7$1!&@!,([+3@T8U-)L%OK8UJ:M31W@4.=6[/O/:C\O(\-
=-J! &?X14>Z;:\& M-Y1[5Q#N/GZCFW*H-DM7%K]P+F/0H1@'4-ZF8#=73WM)<%/="-%#R7V[3N#+:PC,[R>.*'UU=__P! MF+@)+JY#@1CX#'+&>IU#;KAZW%H7 G'2"&M]5%?=
(H>3?U_#:O()Y<*W$$] MYL9T_MU<1W3F,G(=X:H2]5>-TN%H0X-<534M#R6@ "&^:H_KFH @T#"G)GE M5M9W'NPSM>[H%6]E"T".",;:@3 59=#?
76ROT]YMO&Q>9*@MW@!T%TRX#D"] MPKG4%L,1$P-ZO)>7\Q#6P1/D#B?Q-!(%;S]]R,_-5KNMK;AVX6,L9:]HQ<"\$JE6(>T@ M.C E7!"T84,/)8Z7)KD;K"V=Q, MGA-Q.?
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MVV$,8.Z^7B7<30"J@S\EG_US?[YJ'^@*0=-%?Q4!S59=#?76R!.Z;6,^E*U M\QI/);?;\$CC0QM\F^?].[UMK&&17P: M0,.%,V[:H1%&SWB.+N)K#,4%S\W0?
(T8(O+4_VML9==.D&F]N(P=(8VCDJK3?=K>P/ETQNCB(":&D*MA).QFX0-\ QO< 4C :,Z!55 M&?DW6VDNF">>%\;6 @GA5]9S3-CEDC[KG(,W<] QR!X7$C*FA,*.H]%&2YF:
MQGZQ#?745_;O#X+:^!>]<.Z[EJUN;6=CV&-IQK2YS""B'FK;HF7#&3VL3(2PN"D@KXQR65BZ6WM&R.":2 X(#6AMK#I<-7N-1!SI5ENVW.C;.U'>%&6 M@COKPJUL9+AL=
[:,;'(Q[@I0$G.AH(+>!&(K&MR,MPP2OC=$UFH+WV.&5/@O M9!''.QY#W% ND 9T)OGX=(P/?;Q]-;9M&PW>NXO;F$2%F*#Q0T]AJ,2NUR:1 MJ=RGS-+L0&T'$D<6UM+!&T2!CE4
'$TCVZ1PXUJ<\,9^9Q ';5 ME'!,VX-J\&0-(("IQ%6]@\QOG,21MU N! ZZGV3=P\[:YZ .)TAI*X5'>;?< ML=&X*8PX:E/-G6MPT@9"KK;9 #-I/A'BIJ\VC?FOCM97!L9<"&@:B<\JCN;:
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8XN13Z:^9V\.M,@&-9#&2Y.]PSIT^W MM-I*&Z-;2YQL;@\L! MUD@+=)3'H--?8R/A>UP<_27=XCTT-O8HC#/#$ MG'''OF=R>ZZD!4,<7)R\M-NMM8ZTEU
O:USD../&H;1A)9"W2TG.L*N;KG4Y%Z :+61ECX\&O:7 IZ#6AHD<5"N\1^/;5O>F(ON8"'QEQ<4+2O$\ MHIH(1!EYC@[$'W:+'1A^K!S3R&FW-LW^'[@5(N&*J] 2BR;
[JFEMQ@8M!&'2 MM1SW-M\]=-Q,SRY2?33+>VB\&&((Q@-(B 9&G6,G]VKB,>DU'-NUJ)9XO=EQ!QPX4+O;9'LD*(Q7%N'24K0<% MP IO**,6Y6K2_'OC
]8J6;9ON>:R@/NP!I@ES;AJJIZ*7_N>=\+G=^'2X ,X!5H36-M M\Q>+W[IY.I1CQYZ"8+B?(8SB)!IT^X.?("\O+"YR8^FA/MSG6\H*ES2[$ XML 50 R1.htm IDEA: XBRL DOCUMENT

Cover - shares	9 Months Ended Sep. 30, 2024	Nov. 11, 2024
Cover [Abstract]		
Document Type	10-Q	
Amendment Flag	false	
Document Quarterly Report	true	
Document Transition Report	false	
Document Period End Date	Sep. 30, 2024	
Document Fiscal Period Focus	Q3	
Document Fiscal Year Focus	2024	
Current Fiscal Year End Date	--12-31	
Entity File Number	000-41286	
Entity Registrant Name	VIVAKOR, INC.	
Entity Central Index Key	0001450704	
Entity Tax Identification Number	26-2178141	
Entity Incorporation, State or Country Code	NV	
Entity Address, Address Line One	5220 Spring Valley Road	
Entity Address, Address Line Two	Suite 500	
Entity Address, City or Town	Dallas	
Entity Address, State or Province	TX	
Entity Address, Postal Zip Code	75242	
City Area Code	949	
Local Phone Number	281-2606	
Title of 12(b) Security	Common Stock, $0.001 par value	
Trading Symbol	VIVK	
Security Exchange Name	NASDAQ	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Filer Category	Non-accelerated Filer	
Entity Small Business	true	
Entity Emerging Growth Company	true	
Elected Not To Use the Extended Transition Period	false	
Entity Shell Company	false	
Entity Common Stock, Shares Outstanding		33,638,273

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CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) - USD ($)	Sep. 30, 2024	Dec. 31, 2023
Current assets:		
Cash and cash equivalents	$ 687,172	$ 744,307
Accounts receivable	691,895	2,458,730
Accounts receivable- related party	137,000	174,083
Prepaid expenses	81,484	74,876
Marketable securities	1,239,565	495,826
Inventories	184,882	44,632
Other assets	1,639,084	1,118,188
Total current assets	4,661,082	5,110,642
Other investments	4,000	4,000
Notes receivable	220,088	213,168
Property and equipment, net	28,348,642	24,299,317
Right of use assets- operating leases	1,283,378	1,534,870
License agreements, net	1,560,703	1,651,324
Intellectual property, net	21,481,049	23,437,654
Goodwill	14,984,768	14,984,768
Total assets	72,543,710	71,235,743
Current liabilities:		
Accounts payable and accrued expenses	19,635,178	16,578,642
Accounts payable and accrued expenses- related parties	778,559	1,933,817
Accrued compensation	1,046,481	1,968,063
Operating lease liabilities, current	177,249	435,906
Finance lease liabilities, current	717,828	963,900
Loans and notes payable, current	3,236,529	2,477,970
Loans and notes payable, current- related parties	21,538,331	15,626,168
Total current liabilities	47,130,154	39,984,466
Operating lease liabilities, long term	1,199,082	1,193,915
Finance lease liabilities, long term	1,734,193	1,852,178
Loans and notes payable, long term	355,812	856,034
Loans and notes payable, long term- related parties		5,590,008
Long-term debt (working interest royalty programs)	5,264,818	4,433,630
Deferred tax liability	120,076	88,323
Total liabilities	55,804,135	53,998,554
Stockholders' equity:		
Common stock, $0.001 par value; 200,000,000 shares authorized; 33,638,273 and 26,220,508 were issued and outstanding as of September 30, 2024 and December 31, 2023, respectively	33,638	26,221
Additional paid-in capital	89,576,500	83,097,553
Treasury stock, at cost	(20,000)	(20,000)
Accumulated deficit	(72,791,791)	(65,908,406)
Total Vivakor, Inc. stockholders' equity	16,798,347	17,195,368
Noncontrolling interest	(58,772)	41,821
Total stockholders' equity	16,739,575	17,237,189
Total liabilities and stockholders' equity	$ 72,543,710	$ 71,235,743

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CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) (Parenthetical) - $ / shares	Sep. 30, 2024	Dec. 31, 2023
Statement of Financial Position [Abstract]		
Preferred stock, par value	$ 0.001	$ 0.001
Preferred stock shares authorized	15,000,000	15,000,000
Preferred stock shares outstanding	0	0
Common stock, par value	$ 0.001	$ 0.001
Common stock, shares authorized	200,000,000	200,000,000
Common stock, shares issued	33,638,273	26,220,508
Common stock, shares outstanding	33,638,273	26,220,508

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CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023
Revenues				
Total revenues	$ 15,916,423	$ 16,313,406	$ 48,118,936	$ 45,448,916
Cost of revenues	14,190,073	14,766,494	44,213,635	41,174,082
Gross profit	1,726,350	1,546,912	3,905,301	4,274,834
Operating expenses:				
Sales and marketing	6,650	1,240	18,318	2,457
General and administrative	2,613,394	1,473,728	7,252,540	4,710,852
Amortization and depreciation	1,064,943	817,058	3,062,416	2,269,445
Total operating expenses	3,684,987	2,292,026	10,333,274	6,982,754
Loss from operations	(1,958,367)	(745,114)	(6,427,973)	(2,707,920)
Other income (expense):				
Unrealized gain (loss) on marketable securities	826,377	(661,101)	743,739	(991,652)
Gain deconsolidation of subsidiary			177,550	
Interest income	2,307		6,920	
Interest expense	(641,244)	(516,357)	(1,565,231)	(1,426,730)
Interest expense- related parties		(828,739)		(2,387,523)
Other income	31,000	99,420	115,000	123,536
Total other income (expense)	218,440	(1,906,777)	(522,022)	(4,682,369)
Loss before provision for income taxes	(1,740,197)	(2,651,891)	(6,949,995)	(7,390,289)
Provision for income taxes			(33,983)	(800)
Consolidated net loss	(1,740,197)	(2,651,891)	(6,983,978)	(7,391,089)
Less: Net loss attributable to noncontrolling interests	(52,045)	(134,517)	(100,593)	(494,450)
Net loss attributable to Vivakor, Inc.	$ (1,688,152)	$ (2,517,374)	$ (6,883,385)	$ (6,896,639)
Basic net loss per share	$ (0.06)	$ (0.14)	$ (0.24)	$ (0.38)
Diluted net loss per share	$ (0.06)	$ (0.14)	$ (0.24)	$ (0.38)
Basic weighted average common shares outstanding	30,625,756	18,120,344	28,282,472	18,083,543
Diluted weighted average common shares outstanding	30,625,756	18,120,344	28,282,472	18,083,543
Product revenue - third parties [Member]				
Revenues				
Total revenues	$ 4,775,771	$ 12,849,613	$ 30,999,451	$ 35,614,821
Product revenue - related party [Member]				
Revenues				
Total revenues	$ 11,140,652	$ 3,463,793	$ 17,119,485	$ 9,834,095

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CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED) (USD $) - USD ($)	Series A Preferred Stocks [Member]	Common Stock [Member]	Additional Paid-in Capital [Member]	Treasury Stocks [Member]	Retained Earnings [Member]	Noncontrolling Interest [Member]	Total
Beginning balance, value at Dec. 31, 2022		$ 18,065	$ 74,026,163	$ (20,000)	$ (55,169,781)	$ 8,206,614	$ 27,061,061
Beginning balance, shares at Dec. 31, 2022		18,064,838					
Issuance of common stock for a reduction of liabilities		$ 155	219,845				220,000
Issuance of common stock for a reduction of liabilities, shares		154,744					
Distributions to noncontrolling interest						(1,020,564)	(1,020,564)
Issuance of noncontrolling interest for a reduction of debt						3,305,000	3,305,000
Non-qualified stock options issued to third party			467,509				467,509
Stock based compensation			1,260,476				1,260,476
Stock based compensation, shares							
Net loss					(6,896,639)	(494,450)	(7,391,089)
Ending balance, value at Sep. 30, 2023		$ 18,220	75,973,993	(20,000)	(62,066,420)	9,996,600	23,902,393
Ending balance, shares at Sep. 30, 2023		18,219,582					
Beginning balance, value at Jun. 30, 2023		$ 18,065	74,493,672	(20,000)	(59,549,046)	8,575,445	23,518,136
Beginning balance, shares at Jun. 30, 2023		18,064,838					
Issuance of common stock for a reduction of liabilities		$ 155	219,845				220,000
Issuance of common stock for a reduction of liabilities, shares		154,744					
Distributions to noncontrolling interest						(414,328)	(414,328)
Issuance of noncontrolling interest for a reduction of debt						1,970,000	1,970,000
Stock based compensation			1,260,476				1,260,476
Stock based compensation, shares							
Net loss					(2,517,374)	(134,517)	(2,651,891)
Ending balance, value at Sep. 30, 2023		$ 18,220	75,973,993	(20,000)	(62,066,420)	9,996,600	23,902,393
Ending balance, shares at Sep. 30, 2023		18,219,582					
Beginning balance, value at Dec. 31, 2023		$ 26,221	83,097,553	(20,000)	(65,908,406)	41,821	17,237,189
Beginning balance, shares at Dec. 31, 2023		26,220,508					
Issuance of common stock for services		$ 633	735,017				735,650
Issuance of common stock for services, shares		633,292					
Issuance of common stock for cash		$ 2,667	1,422,333				1,425,000
Issuance of common stock for cash, shares		2,667,568					
Issuance of common stock for a reduction of liabilities		$ 400	378,890				379,290
Issuance of common stock for a reduction of liabilities, shares		400,000					
Issuance of common stock on conversion of debt		$ 1,903	2,225,590				2,227,493
Issuance of common stock on conversion of debt, shares		1,903,095					
Issuance of warrants for services			92,522				92,522
Stock based compensation		$ 1,814	1,624,595				1,626,409
Stock based compensation, shares		1,813,810					

Net loss				(6,883,385)	(100,593)	(6,983,978)
Ending balance, value at Sep. 30, 2024	$ 33,638	89,576,500	(20,000)	(72,791,791)	(58,772)	16,739,575
Ending balance, shares at Sep. 30, 2024	33,638,273					
Beginning balance, value at Jun. 30, 2024	$ 29,136	86,134,795	(20,000)	(71,103,639)	(6,727)	15,033,565
Beginning balance, shares at Jun. 30, 2024	29,135,547					
Issuance of common stock for services	$ 150	353,700				353,850
Issuance of common stock for services, shares	150,000					
Issuance of common stock for cash	$ 2,667	1,422,333				1,425,000
Issuance of common stock for cash, shares	2,667,568					
Issuance of common stock on conversion of debt	$ 1,000	1,178,000				1,179,000
Issuance of common stock on conversion of debt, shares	1,000,000					
Stock based compensation	$ 685	487,672				488,357
Stock based compensation, shares	685,158					
Net loss				(1,688,152)	(52,045)	(1,740,197)
Ending balance, value at Sep. 30, 2024	$ 33,638	$ 89,576,500	$ (20,000)	$ (72,791,791)	$ (58,772)	$ 16,739,575
Ending balance, shares at Sep. 30, 2024	33,638,273					

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CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED) - USD ($)	9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023
OPERATING ACTIVITIES:		
Consolidated net loss	$ (6,983,978)	$ (7,391,089)
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	3,062,416	2,269,445
Forgiveness of liabilities		(40,584)
Stock-based compensation	1,626,409	1,260,476
Unrealized (gain) loss- marketable securities	(743,739)	991,652
Gain on deconsolidation of variable interest entity	(177,550)	
Deferred income taxes	31,753	
Changes in operating assets and liabilities:		
Accounts receivable	1,753,918	(442,307)
Prepaid expenses	(6,608)	(35,822)
Inventory	(140,250)	(16,500)
Other assets	(520,896)	(348,943)
Right of use assets- finance leases	(26,648)	785,817
Right of use assets- operating leases	251,492	257,286
Operating lease liabilities	(253,490)	(257,286)
Accounts payable and accrued expenses	1,184,103	(929,360)
Interest on notes receivable	(6,920)	
Interest on notes payable	1,115,347	3,058,522
Net cash provided (used) in operating activities	165,359	(838,693)
INVESTING ACTIVITIES:		
Purchase of equipment	(2,362,898)	(3,841,589)
Net cash used in investing activities	(2,362,898)	(3,841,589)
FINANCING ACTIVITIES:		
Payment on financing lease liabilities	(364,057)	(299,993)
Proceeds from loans and notes payable	3,365,309	3,723,458
Proceeds from loans and notes payable- related party	1,304,150	776,500
Proceeds from sale of common stock	1,425,000	
Payment of notes payable	(1,439,461)	
Payment of notes payable- related party	(2,150,537)	(482,815)
Distributions to noncontrolling interest		(1,020,564)
Net cash provided by financing activities	2,140,404	2,696,586
Net increase (decrease) in cash and cash equivalents	(57,135)	(1,983,696)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	744,307	3,182,793
CASH AND CASH EQUIVALENTS, END OF PERIOD	687,172	1,199,097
Cash paid during the year for:		
Interest	460,343	2,485,211
Income taxes		
Noncash transactions:		
Accounts payable on purchase of equipment	1,571,608	432,857
Noncontrolling interest issued for a reduction in liabilities		3,305,000
Capitalized interest on construction in process	1,015,402	735,919
Common stock issued with debt	464,290	
Non-qualified stock options issued with debt		467,509
Common stock issued for services	735,650	
Common stock issued on conversion of debt	2,227,493	
Common stock issued for a reduction in liabilities	$ 379,290	$ 220,000

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Pay vs Performance Disclosure - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023
Pay vs Performance Disclosure [Table]				
Net Income (Loss)	$ (1,688,152)	$ (2,517,374)	$ (6,883,385)	$ (6,896,639)

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Insider Trading Arrangements	9 Months Ended
	Sep. 30, 2024
Insider Trading Arrangements [Line Items]	
Rule 10b5-1 Arrangement Adopted	false
Non-Rule 10b5-1 Arrangement Adopted	false
Rule 10b5-1 Arrangement Terminated	false
Non-Rule 10b5-1 Arrangement Terminated	false

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Basis of Presentation	9 Months Ended
	Sep. 30, 2024
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Basis of Presentation	**Note 1. Basis of Presentation**

Interim Financial Information

The accompanying unaudited condensed consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the related notes for the year ended December 31, 2023 that were filed with our Form 10-K. The unaudited condensed consolidated financial statements have been prepared on a basis consistent with that used to prepare the audited annual consolidated financial statements and include, in the opinion of management, all adjustments, consisting of normal and recurring items, necessary for the fair presentation of the condensed consolidated financial statements. The operating results for the three and nine months ended September 30, 2024 are not necessarily indicative of the results expected for the full year ending December 31, 2024.

Business

Vivakor, Inc. ("Vivakor" or the "Company") is a socially responsible operator, acquirer and developer of technologies and assets in the oil and gas industry, as well as related environmental solutions. Currently, our efforts are primarily focused on operating crude oil gathering, storage and transportation facilities, as well as contaminated soil remediation services.

One of our facilities in Delhi, Louisiana sells crude under agreements with a large energy company. A different facility owns crude oil storage tanks near Colorado City, Texas. The storage tank is presently connected to the Lotus pipeline system and an extension to a major pipeline system is being constructed.

Our soil remediation services specialize in the remediation of soil and the extraction of hydrocarbons, such as oil, from properties contaminated by or laden with heavy crude oil and other hydrocarbon-based substances utilizing our Remediation Processing Centers (RPCs). Our patented process allows us to successfully recover the hydrocarbons which we believe could then be used to produce asphaltic cement and/or other petroleum-based products. We are currently focusing our soil remediation efforts on our project in Kuwait and our upcoming project in the Houston, Texas area.

Deconsolidation

On September 7, 2023 we entered into an Acquisition Agreement (the "Agreement") to sell 100% of the common stock of VivaSphere, Inc. ("VivaSphere") and its assets, which were completely impaired by the Company in the fiscal year 2022, to a private buyer. The transaction closed on February 15, 2024. Under the terms of the Agreement, the purchase price of approximately $7.5 million consists of a promissory note payable (the "Convertible Note") to the Company payable in full four years after the closing date. In the event the buyer does not close a transaction with a public company within one year from the close of the transaction, then the Company has the right to foreclose on and repossess the assets. The Convertible Note is convertible into common shares of a public company after the buyer closes a transaction to become a public company, which has a ceiling of 17.99% of the total number of shares outstanding of the public company. The "Conversion Price" shall equal the greater of (a) $0.75 per share or (b) the lesser of (i) 90% of the volume weighted average price for the Common Stock during the ten (10) consecutive trading days of the Common Stock immediately preceding the applicable Conversion Date on which the Company elects to convert all or part of this Note or (ii) $2.25 per share. Due to uncertainty of the collectability of the principal amount of the Convertible Note, we have established an allowance for the entire amount, and we have not accrued any interest receivable in connection with the Convertible Note.

In accordance with ASC 810, as of October 1, 2023, we deconsolidated Viva Wealth Fund I, LLC ("VWFI"), recognizing a gain on deconsolidation of $438,099 in the fourth quarter of fiscal year 2023, and as of February 15, 2024 we deconsolidated VivaSphere, recognizing a gain of $177,550 for the six months ended September 30, 2024. The assets, liabilities and equity related to VWFI and VivaSphere were removed from our financial statements on their respective deconsolidation dates, resulting in the gains on deconsolidation.

Long Lived Assets

The Company reviews the carrying values of its long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the expected future cash flow from the use of the asset and its eventual disposition is less than the carrying amount of the asset, an impairment loss is recognized and measured using the fair value of the related asset. For the nine months ended September 30, 2024, the Company continued to build its wash plant for planned operations at its Houston, Texas site. The Company evaluated, and determined that there was no trigger event, and therefore there was no impairment incurred during the nine months ended September 30, 2024. There can be no assurance that market conditions will not change or demand for the Company's services will continue, which could result in impairment of long-lived assets in the future.

Intangible Assets and Goodwill

We account for intangible assets and goodwill in accordance with ASC 350 *"Intangibles-Goodwill and Other"* ("ASC 350"). We assess our intangible assets in accordance with ASC 360 "*Property, Plant, and Equipment*" ("ASC 360"). Impairment testing is required when events occur that indicate an asset group may not be recoverable ("triggering events"). As detailed in ASC 360-10-35-21, the following are examples of such events or changes in circumstances (sometimes referred to as impairment indicators or triggers): (a) A significant decrease in the market price of a long-lived asset (asset group) (b) A significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used or in its physical condition. (c) A significant adverse change in legal factors or in the business climate that could affect the value of a long-lived asset (asset group), including an adverse action or assessment by a regulator (d) An accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group) (e) A current-period operating or cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the use of a long-lived asset (asset group) (f) A current expectation that, more likely than not, a long-lived asset (asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. The term more likely than not refers to a level of likelihood that is more than 50 percent. We performed an analysis and assessed no triggering event has occurred, and no impairment for the nine months ended September 30, 2024.

Revenue Recognition

For the nine months ended September 30, 2024, our sales consisted of storage services and the sale of crude oil or like products. For the nine months ended September 30, 2024, disaggregated revenue by customer type was as follows: $40,132,938 in crude oil sales, and $7,985,998 in product related to natural gas liquids sales. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with White Claw Crude ("WC Crude"). Both WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.

Related Party Revenues

We sell crude oil or like products and provide storage services to related parties under long-term contracts. We acquired these contracts in our August 1, 2022 acquisition of Silver Fuels Delhi, LLC and White Claw Colorado City, LLC. Our revenue from related parties for 2024 and 2023 was $17,119,485 and $9,834,095. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.

Major Customers and Concentration of Credit Risk

The Company has two major customers, which account for approximately 99% of the balance of accounts receivable as of September 30, 2024 and 2023. Our two major customers (one of which is a related party) accounted for 99% of the Company's revenues for the nine months ended September 30, 2024 and 2023.

Advertising Expense

Advertising costs are expensed as incurred. The Company did not incur advertising expense for the nine months ended September 30, 2024 and 2023.

Net Income/Loss Per Share

Basic net income (loss) per share is calculated by subtracting any preferred interest distributions from net income (loss), all divided by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net income (loss) per common share is computed by dividing the net income (loss) by the weighted-average number of common share equivalents outstanding for the period determined using the treasury stock method if their effect is dilutive. Potential dilutive instruments have been excluded from the calculation of the weighted-average number of common shares outstanding when the Company is in a net loss position. For the three and nine months ended September 30, 2024 and 2023 our potential dilutive instruments were excluded from the weighted-average calculation as they were antidilutive. Potential dilutive instruments as of September 30, 2024 and 2023 include the following: convertible notes payable, which are convertible into approximately 773,269 and 214,560 shares of common stock, stock options and vesting or unissued stock awards granted to previous and current employees of 2,003,252 and 2,590,968 shares of common stock, stock options and vesting or unissued stock awards granted to board members or consultants of 572,948 and 680,274 shares of common stock. The Company issued free standing stock options to purchase 1,000,000 shares of our common stock to a third party in a bundled transaction with debt during 2023 (see Note 6), which such stock option was exercised in September 2024 for a reduction in debt. The Company also has warrants outstanding to purchase 399,040 shares of common stock as of September 30, 2024 and 2023.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates, judgments, and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We believe our critical accounting estimates relate to the following: Recoverability of current and noncurrent assets, stock-based compensation, income taxes, effective interest rates related to long-term debt, lease assets and liabilities, valuation of stock used to acquire assets, derivatives, and fair values of the intangible assets and goodwill.

While our estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from these estimates and assumptions.

Fair Value of Financial Instruments

The Company follows Accounting Standards Codification ("ASC") 820, "Fair Value Measurements and Disclosures" ("ASC 820"), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results but did expand certain disclosures.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1: Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2: Applies to assets or liabilities for which there are inputs other than quoted prices that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3: Applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The Company analyzes all financial instruments with features of both liabilities and equity under the Financial Accounting Standard Board's ("FASB") accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The carrying amounts reported in the consolidated balance sheets for marketable securities are classified as Level 1 assets due to observable quoted prices for identical assets in active markets. The carrying amounts reported in the consolidated balance sheets for cash, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their estimated fair market values based on the short-term maturity of these instruments. The recorded values of notes payable approximate their current fair values because of their nature, rates, and respective maturity dates or durations.

	9 Months Ended
	Sep. 30, 2024
Going Concern & Liquidity	
Organization, Consolidation and Presentation of Financial Statements [Abstract]	

Going Concern & Liquidity

Note 2. Going Concern & Liquidity

We have historically suffered net losses and cumulative negative cash flows from operations, and as of September 30, 2024, we had an accumulated deficit of approximately $72.8 million. As of September 30, 2024 and 2023, we had a working capital deficit of approximately $42.5 million and $19 million, respectively. As of September 30, 2024, we had cash of approximately $687 thousand. As of September 30, 2024, we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered common stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once construction is completed of these sites, of the $13 million, approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

During the nine months ended September 30, 2024, subject to available cash flows, the Company continued to develop its technologies, its strategy to monetize its intellectual properties and execute its business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3 million through debt financings with individual investors, $2.2 million through a sale lease back agreement. During the nine months ended September 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock.

Based on the above, we believe there is substantial doubt about the Company's ability to continue as a going concern. The Company has prepared the consolidated financial statements on a going concern basis. If the Company encounters unforeseen circumstances that place constraints on its capital resources, management will be required to take various measures to conserve liquidity. Management cannot provide any assurance that the Company will be able to execute its plans to raise additional capital, close its merger and acquisitions, or that its operations or business plan will be profitable.

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Property and Equipment

9 Months Ended
Sep. 30, 2024

Property, Plant and Equipment [Abstract]

Property and Equipment

Note 3. Property and Equipment

The following table sets forth the components of the Company's property and equipment at September 30, 2024 and December 31, 2023:

	September 30, 2024			December 31, 2023		
	Gross Carrying Amount	Accumulated Depreciation	Net Book Value	Gross Carrying Amount	Accumulated Depreciation	Net Book Value
Office furniture	$ 14,998	$ 14,998	$ 0	$ 14,998	$ 7,823	$ 7,175
Vehicles	36,432	36,432	0	36,432	33,396	3,036
Equipment	942,880	539,814	403,066	942,880	435,260	507,620
Property	17,000	-	17,000	17,000	0	17,000
Finance lease- Right of use assets	3,579,544	2,270,142	1,309,402	3,579,544	1,484,324	2,095,220
Construction in process:						
Wash Plant Facilities	5,722,632	-	5,722,632	3,344,968	-	3,344,968
Cavitation device	72,201	-	72,201	72,201	-	72,201
Remediation Processing Unit 1	4,594,325	-	4,594,325	4,464,513	-	4,464,513
Remediation Processing Unit 2	9,101,198	-	9,101,198	8,187,425	-	8,187,425
Remediation Processing Unit System A	2,936,167	-	2,936,167	2,795,391	-	2,795,391
Remediation Processing Unit System B	2,936,167	-	2,936,167	2,795,391	-	2,795,391
WCCC Tank Expansion	1,256,484	-	1,256,484	9,377	-	9,377
Total fixed assets	$ 31,210,028	$ 2,861,386	$ 28,348,642	$ 26,260,120	$ 1,960,803	$ 24,299,317

For the nine months ending September 30, 2024 and 2023, depreciation expense was $114,765 and $111,452. Equipment that is currently being manufactured is considered construction in process and is not depreciated until the equipment is placed into service. Equipment that is temporarily not in service is not depreciated until placed into service.

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Intangible Assets, Net and Goodwill

9 Months Ended
Sep. 30, 2024

Goodwill and Intangible Assets Disclosure [Abstract]

Intangible Assets, Net and Goodwill

Note 4. Intangible Assets, Net and Goodwill

The following table sets forth the components of the Company's intangible assets at September 30, 2024 and December 31, 2023:

	September 30, 2024			December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Extraction Technology patents	$ 113,430	$ 23,909	$ 89,521	$ 113,430	$ 18,905	$ 94,525
Extraction Technology	16,385,157	7,919,493	8,465,664	16,385,157	7,305,049	9,080,108
Acquired crude oil contracts	16,788,760	3,862,896	12,925,864	16,788,760	2,525,739	14,263,021
Total intangible assets	$ 33,287,347	$ 11,806,298	$ 21,481,049	$ 33,287,347	$ 9,849,693	$ 23,437,654

The changes in the carrying amount of goodwill are as follows:

	Goodwill
January 1, 2023	$ 12,678,108
Business combination acquisition[(1)]	2,306,660
December 31, 2023	$ 14,984,768
September 30, 2024	$ 14,984,768

(1) The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023.

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Accounts Payable and Accrued Expenses

9 Months Ended
Sep. 30, 2024

Payables and Accruals [Abstract]

Accounts Payable and Accrued Expenses

Note 5. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following:

	September 30, 2024	December 31, 2023
Accounts payable	$ 8,070,842	$ 5,226,071
Office access deposits	-	-
Unearned revenue	9,107,297	9,107,297
Accrued interest (various notes and loans payable)	122,331	178,999
Accrued interest (working interest royalty programs)	1,591,907	1,396,528
Accrued tax penalties and interest	742,801	669,747
Accounts payable and accrued expenses	$ 19,635,178	$ 16,578,642

	September 30, 2024	December 31, 2023
Accounts payable- related parties	$ 738,633	$ 1,933,817
Accrued interest (notes payable)- related parties	39,926	0
Accounts payable and accrued expenses- related parties	$ 778,559	$ 1,933,817
Accrued compensation	$ 1,046,481	$ 1,968,063

For the nine months ended September 30, 2024, our accounts payable and accrued expenses include unverified billings from a service provider in the amount of $371,075, of which the Company is in the process of reviewing and may dispute in the near future.

As of September 30, 2024 and December 31, 2023, our accounts payable are primarily made up of trade payables for the purchase of crude oil and unearned revenue related to the construction of and intended sale leaseback of Remediation Processing Unit- System A & B.

As of September 30, 2024 and December 31, 2023, trade accounts payables in the amount of $109,129 and $1,933,817 is with a vendor who our CEO is a beneficiary of. As of September 30, 2024 and December 31, 2023, accounts payable related to consulting services rendered of $596,341 and $178,325, are with a vendor who our CEO is a beneficiary of.

As of September 30, 2024, accrued compensation to current employees includes $147,982 in accrued vacation pay due to our Chief Executive Officer, which may be payable in cash or stock if unused, and $315,627 due to our Chief Financial Officer, which includes $90,002 in accrued sick and vacation pay is payable in cash if unused and $168,443 in accrued bonuses. Accrued compensation includes prorated year end accrued cash bonuses that are considered probable.

On August 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.

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Loans and Notes Payable	9 Months Ended Sep. 30, 2024
Debt Disclosure [Abstract]	
Loans and Notes Payable	

Note 6. Loans and Notes Payable

Loans and notes payable and their maturities consist of the following:

Third party debt:

	September 30, 2024	December 31, 2023
Various promissory notes and convertible notes	$ 50,960	$ 50,960
Novus Capital Group LLC Note	-	171,554
National Buick GMC	13,556	13,556
Blue Ridge Bank	410,200	410,200
Small Business Administration	349,579	299,900
Al Dali International for Gen. Trading & Cont. Co. (a)	173,167	974,594
RSF, LLC	500,000	500,000
Keke Mingo	-	913,240
Justin Ellis (b)	322,000	-
Cedarview Opportunities Master Fund LP	1,772,879	-
Total notes payable	$ 3,592,341	$ 3,334,004
Loans and notes payable, current	$ 3,236,529	$ 2,477,970
Loans and notes payable, long term	$ 355,812	$ 856,034

Related party debt:

	September 30, 2024	December 31, 2023
Jorgan Development, LLC	$ 18,763,296	20,841,052
Ballengee Holdings, LLC (c)	1,264,150	-
Tyler Nelson	1,115,849	-
Triple T Trading Company LLC	395,036	375,124
Total notes payable- related parties	$ 21,538,331	$ 21,216,176
Loans and notes payable, current- related parties	$ 21,538,331	$ 15,626,168
Loans and notes payable, long term- related parties	$ -	$ 5,590,008

2024	$ 17,313,784
2025	7,519,146
2026	35,552
2027	17,232
2028	17,232
Thereafter	227,726
Total	$ 25,130,672

(a) On September 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed.

(b) On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Company's common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

(c) As previously disclosed, on May 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company.

Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company's common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

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Commitments and Contingencies	9 Months Ended Sep. 30, 2024
Commitments and Contingencies Disclosure [Abstract]	
Commitments and Contingencies	

Note 7. Commitments and Contingencies

Finance Leases

On August 9, 2024, our subsidiary White Claw Colorado City, LLC ("WCCC"), entered into a supplement ("Supplement No. 4") to an existing Master Agreement (the "Master Agreement") with Maxus Capital Group, LLC ("Maxus"). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.

On June 18, 2024, our subsidiary WCCC, entered into a supplement ("Supplement No. 3") to an existing Master Agreement (the "Master Agreement") with Maxus. Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant equipment is constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $683,000 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.

As previously disclosed, on May 23, 2023 we entered into a supplement ("Supplement No. 2") to the Master Agreement Maxus, under which Maxus funded approximately $2.2 million to finance the build-out of other Houston wash plant equipment additions, which such lease was anticipated to commence in the second quarter of 2024. As of September 30, 2024, we anticipate that this lease will now commence in the first quarter of 2025. Under the terms of this lease, we expect our lease payments to Maxus under the supplement to be approximately $57,962 per month over four years, with an early buyout option of approximately $685,000 or lease-end option to purchase the facilities for the fair market value.

Because we were involved in the construction of the wash plant and the Texas pipeline extension, and were responsible for paying a portion of the construction costs, we evaluated the control criteria in 'build to suit' lease accounting guidance under GAAP ASC 842 (Leases) where the Company was deemed, for accounting purposes, to have control of the wash plant and pipeline extension during the construction period. Accordingly, the Company recorded project construction costs incurred during the construction period for the wash plant and pipeline extension incurred by the landlord as a construction-in-process asset and a related financing obligation on our consolidated balance sheets. The total of the projects' construction costs have been capitalized and recorded to construction-in-process within 'Property and equipment, net'. The total $3.9 million of construction costs funded by Maxus have been recorded as a component of 'Accounts payable and accrued expenses.

Employment Agreements

On August 22, 2024, we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.

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Share-Based	9 Months Ended

Compensation & Warrants

Sep. 30, 2024

Equity [Abstract]

Share-Based Compensation & Warrants

Note 8. Share-Based Compensation & Warrants

Stock Options & Awards

Generally accepted accounting principles require share-based payments to employees, including grants of employee stock options, warrants, and common stock to be recognized in the income statement based on their fair values at the date of grant, net of estimated forfeitures.

The Company has granted stock-based compensation to employees, including stock options and stock awards in conjunction with our Board of Director and executive employment agreements, including stock awards and bonuses that are prorated or vest. In 2024, we issued additional stock awards for 450,244 common shares that vested immediately or that will vest quarterly in conjunction with annual compensation for current and a new Board of Direct compensation, and three executed executive employment contracts. In 2023, our CEO's executive employment agreement renewed including stock awards of 1,657,016 common shares that vest quarterly, and the continued vesting of two stock incentive awards issued to our Executive Vice President, Operations quarterly of 245,536 common shares, one of which vests quarterly and second cliff vests at 12 and 18 months. For the nine months ended September 30, 2024, stock-based compensation was $1,626,409. Non-statutory stock-based compensation was $92,522 for the nine months ended September 30, 2024.

There were no other options or awards granted during the nine months ended September 30, 2024. The following table summarizes all stock option activity of the Company for the nine months ended September 30, 2024 and 2023:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Outstanding, December 31, 2023	2,816,900	$ 2.03	4.08
Granted	-	-	-
Exercised	(1,000,000)	$ 1.179	-
Forfeited	-	-	-
Outstanding, September 30, 2024	1,816,900	$ 2.50	4.76
Outstanding, December 31, 2022	1,833,566	$ 2.59	6.47
Granted	1,000,000	1.18	2.00
Exercised	-	-	-
Forfeited	(16,667)	12.00	-
Outstanding, September 30, 2023	2,816,899	$ 2.03	4.58
Exercisable, December 31, 2023	2,720,221	$ 2.05	3.93
Exercisable, September 30, 2024	1,816,900	$ 2.50	4.76
Exercisable, December 31, 2022	1,526,869	$ 2.65	5.94
Exercisable, September 30, 2023	2,671,883	$ 2.05	4.10

As of September 30, 2024 and 2023, the aggregate intrinsic value of the Company's outstanding options was approximately none. The aggregate intrinsic value will change based on the fair market value of the Company's common stock.

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Income Tax

9 Months Ended
Sep. 30, 2024

Income Tax Disclosure [Abstract]

Income Tax

Note 9. Income Tax

The Company calculates its quarterly tax provision pursuant to the guidelines in ASC 740 Income Taxes. ASC 740 requires companies to estimate the annual effective tax rate for current year ordinary income. In calculating the effective tax rate, permanent differences between financial reporting and taxable income are factored into the calculation, and temporary differences are not. The estimated annual effective tax rate represents the Company's estimate of the tax provision in relation to the best estimate of pre-tax ordinary income or loss. The estimated annual effective tax rate is then applied to year-to-date ordinary income or loss to calculate the year-to-date interim tax provision.

The Company recorded a provision for income taxes of $33,983 and $800 for the nine months ended September 30, 2024 and 2023, respectively. The Company is projecting a (-0.73%) effective tax rate for the year ending December 31, 2024, which is primarily the result of permanent book to tax differences, increase in the valuation allowance, and the change in the naked credit deferred tax liability. The Company's effective tax rate for the year ending December 31, 2023 was (-0.87%), which was primarily the result of prior year true-ups and permanent adjustments.

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Related Party Transactions

9 Months Ended
Sep. 30, 2024

Related Party Transactions [Abstract]

Related Party Transactions

Note 10. Related Party Transactions

In 2023 we subleased office space to Spectra Global Cuisine, LLC (Spectra), which shares officers with WealthSpace, LLC (the Fund Manager of VWFI). For the nine months ended September 30, 2024, we realized $115,000 in office sublease lease revenue from Spectra. As of September 30, 2024, the Company is carrying accounts receivable of $137,000 related to this sublease.

On June 15, 2022, we entered into a Membership Interest Purchase Agreement (the "MIPA"), with Jorgan Development, LLC, ("Jorgan") and JBAH Holdings, LLC, ("JBAH" and, together with Jorgan, the "Sellers"), as the equity holders of Silver Fuels Delhi, LLC ("SFD") and White Claw Colorado City, LLC ("WCCC") whereby, at closing, which occurred on August 1, 2022, we acquired all of the issued and outstanding membership interests where the consideration included secured three-year promissory notes issued by us in favor of the Sellers (the "Notes"). At the time of the closing of these transactions Jorgan, JBAH, and our newly hired CEO, James Ballengee were not considered related parties. As James Ballengee is now our Chief Executive Officer and is the beneficiary of Jorgan and JBAH, and the Sellers are significant shareholders, certain transactions, as noted below, related to Jorgan, JBAH, and James Ballengee are now considered related party transactions. As of September 30, 2024 and 2023, we have accrued interest of approximately none and $232,745 owed on the note. For the nine months ended September 30, 2024 and 2023, we made cash payments of $2,077,755 and $2,807,032 on the note.

In the business combination of acquiring WCCC we also acquired WCCC's Oil Storage Agreement with White Claw Crude, LLC ("WC Crude"), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, WC Crude has the right, subject to the payment of service and maintenance fees, to store volumes of crude oil and other liquid hydrocarbons at a certain crude oil terminal operated by WCCC. WC Crude is required to pay $150,000 per month even if the storage space is not used. The agreement expires on December 31, 2031. For the nine months ended September 30, 2024 and 2023, we realized tank storage revenue of approximately $1,350,000 and $1,351,237.

In the business combination of acquiring SFD, we acquired an amended Crude Petroleum Supply Agreement with WC Crude (the "Supply Agreement"), under which WC Crude supplies volumes of Crude Petroleum to SFD, which provides for the delivery to SFD a minimum of 1,000 sourced barrels per day, and includes a guarantee that when SFD resells these barrels, if SFD does not make at least a $5.00 per barrel margin on the oil purchased from WC Crude, then WC Crude will pay to SFD the difference between the sales price and $5.00 per barrel. In the event that SFD makes more than $5.00 per barrel, SFD will pay WC Crude a profit-sharing payment in the amount equal to 10% of the excess price over $5.00 per barrel, which amount will be multiplied by the number of barrels associated with the sale. The Supply Agreement expires on December 31, 2031. For the nine months ended September 30, 2024 and 2023, we made crude oil purchases from WC Crude of $33,236,475 and $26,373,647, respectively, and received deficiency payments of $661,186 and $364,309, respectively. In addition, SFD entered into a sales agreement on April 1, 2022 with WC Crude to sell a natural gas liquid product. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. We produced and sold crude and natural gas liquids to WC Crude in the amount of $17,119,485 and $9,599,740, respectively, for the nine months ended September 30, 2024 and 2023.

In the business combination of acquiring SFD and WCCC we also entered into a Shared Services Agreement with Endeavor Crude, LLC ("Endeavor"), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, we have the right, but not the obligation to use Endeavor for certain consulting services. For the nine months ended September 30, 2024 and 2023, Endeavor rendered services in the amount of $596,341 and $254,946, respectively.

On May 14, 2024, we issued a promissory note, to James Ballengee, in the principal amount of up to $1,500,000, for which loan advances will be made to the Company as requested. The Company will use the proceeds of the promissory note for general working capital purposes and to repay certain indebtedness. The intent of the promissory note is to be short term in nature and be repaid in 30 days. Any amounts that are not repaid in 30 days will bear interest thereafter at a rate of 11% per annum. Each advance matures after six months from the date the Company receives the funds. On May 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner, which replaced and rescinded the above referenced note with James Ballengee effective back to May 14, 2024, under the same terms such that all obligations under the notes are the responsibility of Ballengee Holdings, LLC and the prior note with James Ballengee is no longer enforceable. As of September 30, 2024, the principal balance and accrued interest of this note was $804,150 and $21,274.

On June 13, 2024, we owed our Chief Financial Officer $1,167,750 in accrued salary and bonuses, plus interest (together, the "Accrued Compensation"), for serving as the Company's Chief Financial Officer, and executed a Settlement Agreement where the Accrued Compensation would be paid under the terms of a straight promissory note in the principal amount of the Accrued Compensation. Under the terms of the note, the amounts due will accrue interest at 8% per annum and will be paid by paying 5% of any money received by the Company from closed future financings or acquisition/merger/sale transactions until the note has been paid in full. In the event the note has not been paid in full by December 31, 2024, the note will mature and any amounts due thereunder will be due and payable in full on such date. As of September 30, 2024 the balance of principal and accrued interest was $1,115,849 and $6,695.

On July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company's common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. As of September 30, 2024 the balance of principal and accrued interest was $500,000 and $11,957.

We have an existing note payable issued to Triple T, which is owned by Dr. Khalid Bin Jabir Al Thane, the 51% majority-owner of Vivakor Middle East LLC. The note is interest free, has no fixed maturity date and will be repaid from revenues generated by Vivakor Middle East LLC. As of September 30, 2024 and 2023, the balance owed was $395,036 and $365,857, respectively.

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Subsequent Events	9 Months Ended Sep. 30, 2024
Subsequent Events [Abstract]	
Subsequent Events	**Note 11. Subsequent Events**

The Company has evaluated subsequent events through the date the financial statements were available to issue.

Acquisition of Endeavor Entities

On October 1, 2024, Jorgan Development, LLC, a Louisiana limited liability company ("Jorgan") and JBAH Holdings, LLC, a Texas limited liability company ("JBAH" and, together with Jorgan, the "Sellers"), as the equity holders of Endeavor Crude, LLC, a Texas limited liability company, Equipment Transport, LLC, a Pennsylvania limited liability company, Meridian Equipment Leasing, LLC, a Texas limited liability company, and Silver Fuels Processing, LLC, a Texas limited liability company (collectively, the "Endeavor Entities") closed the transactions that were the subject of the previously-disclosed Membership Interest Purchase Agreement among them dated March 21, 2024, as amended (the "MIPA") (the "Closing"). In accordance with the terms of the MIPA, at the Closing, the Company acquired all of the issued and outstanding membership interests in each of the Endeavor Entities (the "Membership Interests"), making them wholly-owned subsidiaries of the Company.

The Endeavor Entities own and operate a combined fleet of more than 500 commercial tractors and trailers for the hauling of crude oil and produced water. On a daily basis, the trucking fleet hauls approximately 60,000 barrels of crude oil, tank bottoms, and petroleum wastes, and approximately 30,000 barrels of produced water. In addition, the Endeavor Entities own and operate a crude oil shuttle pipeline and exclusive connected blending and processing facility in Blaine County, Oklahoma.

The purchase price for the Membership Interests is $120 million (the "Purchase Price"), subject to post-closing adjustments, including a reduction for assumed debt and a possible increase for an earn-out adjustment, payable by the Company in a combination of Company common stock, $0.001 par value per share ("Common Stock") and Company Series A Preferred Stock $0.001 par value per share ("Preferred Stock"). The Preferred Stock will have the terms set forth in the Series A Preferred Stock Certificate of Designations, including, but not limited to, liquidation preference over the Common Stock, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears in shares of Common Stock (so long as such issuances of Common Stock would not result in the Sellers beneficially owning greater than 49.99% of the issued and outstanding Common Stock), and the Company having the right to convert the Preferred Stock at any time using the stated value of $1,000 per share of Preferred Stock and the conversion price of one dollar ($1.00) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Company's chief executive officer and principal shareholder. The Company is currently still calculating the reduction in the Purchase Price, as a result of Endeavor Entities debt that the Company assumed at Closing.

As a result of the Closing, the Company will issue to the Sellers, (i) a number of shares of Common Stock equal to an undivided nineteen and ninety-nine hundredths percent (19.99%) of all of the Company's issued and outstanding Common Stock immediately prior to Closing, or a lesser percentage, if such issuance would result, when taking into consideration the percentage of Common Stock owned by Sellers prior to such issuance, in Sellers owning in excess of 49.99% of the Common Stock issued and outstanding on a post-Closing basis, with such shares of Common Stock valued at $1.00 per share (the "Common Stock Consideration"), and (ii) a number of shares of Preferred Stock equal to the Purchase Price, less the value of the Common Stock Consideration (the "Preferred Stock Consideration"). Sellers will entered into 18-month lock-up agreements at Closing, with regard to the Common Stock Consideration and any Common Stock they receive during the lock-up period in connection with conversions of Preferred Stock or the payment of dividends on the Preferred Stock.

According to our Chief Financial Officer's previously disclosed employment contract, upon the closing (October 1, 2024) of the Endeavor Entities, he will be paid $200,000, with $100,000 to be paid in cash and the remaining $100,000 to be paid in shares of the Company's common stock, valued at approximately $1.89 per share.

Upon the Closing of our acquisition of the Endeavor Entities, the parties of that certain Membership Interest Purchase Agreement dated June 15, 2022, and the Amendment of Transaction Documents Related to Threshold Payment dated March 31, 2024 (together, the "2022 MIPA"), agreed that Section 8.7 Unwinding of the 2022 MIPA expired and is no longer enforceable. As a result, the selling entities in the 2022 MIPA no longer have the right to unwind our acquisitions of White Claw Colorado City and Silver Fuels Dehli.

Executive Employment Agreements

In connection with the Closing of the Endeavor Entities on October 1, 2024, the Company entered into an executive employment agreement with Russ Shelton (the "Shelton Agreement") with respect to the Company's appointment of Mr. Shelton as Executive Vice President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement, Mr. Shelton will receive (i) base salary compensation of $337,000 USD annually (the "Base Compensation"); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance criteria as more particularly described therein. As an inducement to enter into the Shelton Agreement, Mr. Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant, subject to an eighteen (18)-month lockup period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr. Shelton's employment is at-will under Texas law, except as modified therein. Mr. Shelton's employment with Vivakor Administration, LLC, a subsidiary of the Company, began on October 1, 2024.

On October 1, 2024 (the "Effective Date"), Vivakor Administration, LLC, a subsidiary of Vivakor, Inc, entered into an executive employment agreement with Jeremy Gamboa as the Company's Division President, Logistics (the "Gamboa Agreement").

The Gamboa Agreement provides for an annual base salary of $325,000 and provides for annual incentive cash and equity compensation of up to $780,000, based on certain performance goals as further set forth therein. As an inducement to enter into the Gamboa Agreement, Mr. Gamboa shall receive a one-time signing grant of Vivakor common stock equivalent in value to $150,000, which is priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the execution date of the Gamboa Agreement, subject to an eighteen (18) month lockup period and a conditional clawback obligation concurrent therewith, which shall be granted within thirty (30) days after the Start Date, as defined therein. Pursuant to the Gamboa Agreement, Mr. Gamboa's employment is at-will under Texas law, except as modified therein.

Upon the Closing of our acquisition of the Endeavor Entities, a certain Subordinated Business Loan and Security Agreement by and between Agile Capital Funding, LLC and Agile Lending, LLC (the lenders and Endeavor Crude, LLC, Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC (the borrowers) dated September 27, 2024 (the "Agile Agreement") will be contained in our consolidated financial statements going forward. Under the Agile Agreement, the listed borrowers received $1,420,000 in October 2024.

Loan and Security Agreement and Issuance of Secured Promissory Note

On October 31, 2024, Vivakor, Inc., as the borrower, and certain of its subsidiaries, being Vivaventures Management Company, Inc., Vivaventures Oil Sands, Inc., Silver Fuels Delhi, LLC, White Claw Colorado City, LLC, Vivaventures Remediation Corporation, Vivaventures Energy Group, Inc., Endeavor Crude, LLC, and Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC, as guarantors (collectively, the "Guarantors" or "Subsidiaries", as context requires), Cedarview Opportunities Master Fund LP, as the lender (the "Lender"); and Cedarview Capital Management, LLC, as the agent (the "Agent"), entered into a Loan and Security Agreement (the "Loan Agreement").

Pursuant to the Loan Agreement, the Company issued a secured promissory note (the "Note") in the principal amount of $3,670,160.77, and the Lenders agreed to provide such term loan to the Company (the "Term Loan") with maturity on October 31, 2025. On November 5 and 6, 2024, the Company received the net proceeds from the Term Loan less (i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated February 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the "Previous Cedarview Loan").

The amounts borrowed under the Loan Agreement will bear interest at a rate per annum of 22%. As a result, the Company will be obligated to make 12 equal monthly payments of $343,506.42 beginning November 30, 2024.

In the event of any prepayment, the Company shall pay a prepayment premium in the amount of ten percent (10%) of the balance of the Term Loan outstanding prior to such prepayment. Notwithstanding the foregoing, if and when the Company raises in the aggregate $10,000,000 or more from the sale of its equity in sales (other than in connection with any acquisition, merger, or like transaction), the Company shall immediately offer to prepay the entire outstanding balance of the Term Loan, which offer may be accepted or rejected by the Agent.

In connection with the Loan Agreement, and as additional consideration for the Lender agreeing to loan funds to the Company thereunder, the Company issued an irrevocable letter to its transfer agent (the "Transfer Agent") to reserve 3,000,000 shares of the Company's common stock (the "Collateral Securities") until the Term Loan is repaid in full. In the event the Term Loan is not paid in full by the Maturity Date, the Agent may instruct the Transfer Agent to issue the Collateral Securities to the Agent, which the Agent may then sell until such time the amounts due under the Term Loan are repaid in full, after which any shares of Collateral Securities remaining shall be returned to the Company.

As a result of the Term Loan, and the use of proceeds of the Term Loan, the Previous Cedarview Loan has been paid in full and the irrevocable letter to the transfer agent regarding the Previous Cedarview Loan has been withdrawn.

In connection with the Closing of the Endeavor Entities on October 1, 2024, a certain Secured Promissory Note dated December 31, 2023, made by Meridian Equipment Leasing, LLC, as Borrower ("Borrower"), to the order of Pilot OFS Holdings LLC, as Lender ("Lender"), in the original principal amount of $12,500,000 plus the sum of $500,000 (the "Note") will be contained in our consolidated financial statements going forward. On October 1, 2024, the parties entered into a Letter Agreement regarding the Secured Promissory Note and related Loan Documents, which stipulates and agrees the amount outstanding pursuant to a certain AR Assignment (also acquired through the close of the Endeavor Entities) is equal to $2,910,574. Upon the full and final closing and initial funding of a revolving line of credit from a specific lender, Borrower shall cause to be paid to Lender the outstanding AR balance of $2,910,574, plus interest at a rate of one and one-half percent (1.5%) per month on all amounts outstanding from July 1, 2024 through the date of repayment, no later than the close of business two (2) business days thereafter. Borrower shall also cause to be paid $57,750, representing all amounts currently due and owing under the Truck Yard Leases (as defined below), all of which is stipulated and agreed to in exchange for the Lender entering into two amended secured promissory notes that extends the maturity dates of the loans to December 31, 2024, and the agree that the Truck Yard Leases are considered terminated effective as of September 30, 2024, which includes (a) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 306 E. Greene St., Carlsbad, New Mexico 88220, as amended, (b) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 2260 US 181, Hobson, Texas 78117, as amended, and (c) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 620 S CR 153, Kenedy, Texas 78119, as amended (collectively, the "Truck Yard Leases").

In connection with the Closing of the Endeavor Entities on October 1, 2024, a certain Repair and Maintenance Subscription Plan dated October 1, 2024 was entered into between Horizon Truck and Trailer, LLC, which is a related party as our Chief Executive Officer is the beneficiary, and Meridian Equipment Leasing, LLC ("MEL") for the maintenance and repairs of all commercial trailers and tractors owned, leased, or controlled by MEL, which includes a $100,000 monthly retainer that is credited against open monthly charges and invoices.

On October 17 2024, our newly acquired subsidiaries under the Endeavor Entities, received funding of $530,000 under our May 14, 2024 promissory note between Vivakor, Inc. and Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner. The Company also made payments of $530,000 on this promissory note in October 2024. See Note 6 for further information regarding the promissory note between Ballengee Holdings, LLC and Vivakor, Inc.

On October 29, 2024, our subsidiary Meridian Equipment Leasing LLC ("MEL"), which subsidiary was acquired on October 1, 2024 in the acquisition of the Endeavor Entities, entered into a supplement ("Supplement No. 21") to an existing Master Agreement (the "Master Agreement") with Maxus Capital Group, LLC ("Maxus"). Under Supplement No. 21, Maxus agreed to finance approximately $1.5 million for the build-out of a pipeline at our acquired pipeline facility in Oklahoma. Once the pipeline is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 21. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $41,522 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $484,111 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.

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Basis of Presentation (Policies)	9 Months Ended Sep. 30, 2024
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Interim Financial Information	***Interim Financial Information***

The accompanying unaudited condensed consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for

interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the related notes for the year ended December 31, 2023 that were filed with our Form 10-K. The unaudited condensed consolidated financial statements have been prepared on a basis consistent with that used to prepare the audited annual consolidated financial statements and include, in the opinion of management, all adjustments, consisting of normal and recurring items, necessary for the fair presentation of the condensed consolidated financial statements. The operating results for the three and nine months ended September 30, 2024 are not necessarily indicative of the results expected for the full year ending December 31, 2024.

Business

Vivakor, Inc. ("Vivakor" or the "Company") is a socially responsible operator, acquirer and developer of technologies and assets in the oil and gas industry, as well as related environmental solutions. Currently, our efforts are primarily focused on operating crude oil gathering, storage and transportation facilities, as well as contaminated soil remediation services.

One of our facilities in Delhi, Louisiana sells crude under agreements with a large energy company. A different facility owns crude oil storage tanks near Colorado City, Texas. The storage tank is presently connected to the Lotus pipeline system and an extension to a major pipeline system is being constructed.

Our soil remediation services specialize in the remediation of soil and the extraction of hydrocarbons, such as oil, from properties contaminated by or laden with heavy crude oil and other hydrocarbon-based substances utilizing our Remediation Processing Centers (RPCs). Our patented process allows us to successfully recover the hydrocarbons which we believe could then be used to produce asphaltic cement and/or other petroleum-based products. We are currently focusing our soil remediation efforts on our project in Kuwait and our upcoming project in the Houston, Texas area.

Deconsolidation

Deconsolidation

On September 7, 2023 we entered into an Acquisition Agreement (the "Agreement") to sell 100% of the common stock of VivaSphere, Inc. ("VivaSphere") and its assets, which were completely impaired by the Company in the fiscal year 2022, to a private buyer. The transaction closed on February 15, 2024. Under the terms of the Agreement, the purchase price of approximately $7.5 million consists of a promissory note payable (the "Convertible Note") to the Company payable in full four years after the closing date. In the event the buyer does not close a transaction with a public company within one year from the close of the transaction, then the Company has the right to foreclose on and repossess the assets. The Convertible Note is convertible into common shares of a public company after the buyer closes a transaction to become a public company, which has a ceiling of 17.99% of the total number of shares outstanding of the public company. The "Conversion Price" shall equal the greater of (a) $0.75 per share or (b) the lesser of (i) 90% of the volume weighted average price for the Common Stock during the ten (10) consecutive trading days of the Common Stock immediately preceding the applicable Conversion Date on which the Company elects to convert all or part of this Note or (ii) $2.25 per share. Due to uncertainty of the collectability of the principal amount of the Convertible Note, we have established an allowance for the entire amount, and we have not accrued any interest receivable in connection with the Convertible Note.

In accordance with ASC 810, as of October 1, 2023, we deconsolidated Viva Wealth Fund I, LLC ("VWFI"), recognizing a gain on deconsolidation of $438,099 in the fourth quarter of fiscal year 2023, and as of February 15, 2024 we deconsolidated VivaSphere, recognizing a gain of $177,550 for the six months ended September 30, 2024. The assets, liabilities and equity related to VWFI and VivaSphere were removed from our financial statements on their respective deconsolidation dates, resulting in the gains on deconsolidation.

Long Lived Assets

Long Lived Assets

The Company reviews the carrying values of its long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the expected future cash flow from the use of the asset and its eventual disposition is less than the carrying amount of the asset, an impairment loss is recognized and measured using the fair value of the related asset. For the nine months ended September 30, 2024, the Company continued to build its wash plant for planned operations at its Houston, Texas site. The Company evaluated, and determined that there was no trigger event, and therefore there was no impairment incurred during the nine months ended September 30, 2024. There can be no assurance that market conditions will not change or demand for the Company's services will continue, which could result in impairment of long-lived assets in the future.

Intangible Assets and Goodwill

Intangible Assets and Goodwill

We account for intangible assets and goodwill in accordance with ASC 350 *"Intangibles-Goodwill and Other"* ("ASC 350"). We assess our intangible assets in accordance with ASC 360 "*Property, Plant, and Equipment*" ("ASC 360"). Impairment testing is required when events occur that indicate an asset group may not be recoverable ("triggering events"). As detailed in ASC 360-10-35-21, the following are examples of such events or changes in circumstances (sometimes referred to as impairment indicators or triggers): (a) A significant decrease in the market price of a long-lived asset (asset group) (b) A significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used or in its physical condition. (c) A significant adverse change in legal factors or in the business climate that could affect the value of a long-lived asset (asset group), including an adverse action or assessment by a regulator (d) An accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group) (e) A current-period operating or cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the use of a long-lived asset (asset group) (f) A current expectation that, more likely than not, a long-lived asset (asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. The term more likely than not refers to a level of likelihood that is more than 50 percent. We performed an analysis and assessed no triggering event has occurred, and no impairment for the nine months ended September 30, 2024.

Revenue Recognition

Revenue Recognition

For the nine months ended September 30, 2024, our sales consisted of storage services and the sale of crude oil or like products. For the nine months ended September 30, 2024, disaggregated revenue by customer type was as follows: $40,132,938 in crude oil sales, and $7,985,998 in product related to natural gas liquids sales. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with White Claw Crude ("WC Crude"). Both WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.

Related Party Revenues

Related Party Revenues

We sell crude oil or like products and provide storage services to related parties under long-term contracts. We acquired these contracts in our August 1, 2022 acquisition of Silver Fuels Delhi, LLC and White Claw Colorado City, LLC. Our revenue from related parties for 2024 and 2023 was $17,119,485 and $9,834,095. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.

Major Customers and Concentration of Credit Risk

Major Customers and Concentration of Credit Risk

The Company has two major customers, which account for approximately 99% of the balance of accounts receivable as of September 30, 2024 and 2023. Our two major customers (one of which is a related party) accounted for 99% of the Company's revenues for the nine months ended September 30, 2024 and 2023.

Advertising Expense

Advertising Expense

Advertising costs are expensed as incurred. The Company did not incur advertising expense for the nine months ended September 30, 2024 and 2023.

Net Income/Loss Per Share

Net Income/Loss Per Share

Basic net income (loss) per share is calculated by subtracting any preferred interest distributions from net income (loss), all divided by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net income (loss) per common share is computed by dividing the net income (loss) by the weighted-average number of common share equivalents outstanding for the period determined using the treasury stock method if their effect is dilutive. Potential dilutive instruments have been excluded from the calculation of the weighted-average number of common shares outstanding when the Company is in a net loss position. For the three and nine months ended September 30, 2024 and 2023 our potential dilutive instruments were excluded from the weighted-average calculation as they were antidilutive. Potential dilutive instruments as of September 30, 2024 and 2023 include the following: convertible notes payable, which are convertible into approximately 773,269 and 214,560 shares of common stock, stock options and vesting or unissued stock awards granted to previous and current employees of 2,003,252 and 2,590,968 shares of common stock, stock options and vesting or unissued stock awards granted to board members or consultants of 572,948 and 680,274 shares of common stock. The Company issued free standing stock options to purchase 1,000,000 shares of our common stock to a third party in a bundled transaction with debt during 2023 (see Note 6), which such stock option was exercised in September 2024 for a reduction in debt. The Company also has warrants outstanding to purchase 399,040 shares of common stock as of September 30, 2024 and 2023.

Use of Estimates

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates, judgments, and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We believe our critical accounting estimates relate to the following: Recoverability of current and noncurrent assets, stock-based compensation, income taxes, effective interest rates related to long-term debt, lease assets and liabilities, valuation of stock used to acquire assets, derivatives, and fair values of the intangible assets and goodwill.

While our estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from these estimates and assumptions.

Fair Value of Financial Instruments

Fair Value of Financial Instruments

The Company follows Accounting Standards Codification ("ASC") 820, "Fair Value Measurements and Disclosures" ("ASC 820"), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results but did expand certain disclosures.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1: Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2: Applies to assets or liabilities for which there are inputs other than quoted prices that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3: Applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The Company analyzes all financial instruments with features of both liabilities and equity under the Financial Accounting Standard Board's ("FASB") accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The carrying amounts reported in the consolidated balance sheets for marketable securities are classified as Level 1 assets due to observable quoted prices for identical assets in active markets. The carrying amounts reported in the consolidated balance sheets for cash, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their estimated fair market values based on the short-term maturity of these instruments. The recorded values of notes payable approximate their current fair values because of their nature, rates, and respective maturity dates or durations.

XML 70 R21.htm IDEA: XBRL DOCUMENT

Property and Equipment (Tables)

9 Months Ended
Sep. 30, 2024

Property, Plant and Equipment [Abstract]

Schedule of property and equipment, net

	September 30, 2024			December 31, 2023		
	Gross Carrying	Accumulated	Net Book	Gross Carrying	Accumulated	Net Book

	Amount	Depreciation	Value	Amount	Depreciation	Value
Office furniture	$ 14,998	$ 14,998	$ 0	$ 14,998	$ 7,823	$ 7,175
Vehicles	36,432	36,432	0	36,432	33,396	3,036
Equipment	942,880	539,814	403,066	942,880	435,260	507,620
Property	17,000	-	17,000	17,000	0	17,000
Finance lease- Right of use assets	3,579,544	2,270,142	1,309,402	3,579,544	1,484,324	2,095,220
Construction in process:						
Wash Plant Facilities	5,722,632	-	5,722,632	3,344,968	-	3,344,968
Cavitation device	72,201	-	72,201	72,201	-	72,201
Remediation Processing Unit 1	4,594,325	-	4,594,325	4,464,513	-	4,464,513
Remediation Processing Unit 2	9,101,198	-	9,101,198	8,187,425	-	8,187,425
Remediation Processing Unit System A	2,936,167	-	2,936,167	2,795,391	-	2,795,391
Remediation Processing Unit System B	2,936,167	-	2,936,167	2,795,391	-	2,795,391
WCCC Tank Expansion	1,256,484	-	1,256,484	9,377	-	9,377
Total fixed assets	$31,210,028	$ 2,861,386	$28,348,642	$26,260,120	$ 1,960,803	$24,299,317

XML 71 R22.htm IDEA: XBRL DOCUMENT

Intangible Assets, Net and Goodwill (Tables)

9 Months Ended
Sep. 30, 2024

Goodwill and Intangible Assets Disclosure [Abstract]

Schedule of components of intellectual property

	September 30, 2024			December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Extraction Technology patents	$ 113,430	$ 23,909	$ 89,521	$ 113,430	$ 18,905	$ 94,525
Extraction Technology	16,385,157	7,919,493	8,465,664	16,385,157	7,305,049	9,080,108
Acquired crude oil contracts	16,788,760	3,862,896	12,925,864	16,788,760	2,525,739	14,263,021
Total intangible assets	$ 33,287,347	$ 11,806,298	$ 21,481,049	$ 33,287,347	$ 9,849,693	$ 23,437,654

Schedule of goodwill

	Goodwill
January 1, 2023	$ 12,678,108
Business combination acquisition[1]	2,306,660
December 31, 2023	$ 14,984,768
September 30, 2024	$ 14,984,768

(1) The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023.

XML 72 R23.htm IDEA: XBRL DOCUMENT

Accounts Payable and Accrued Expenses (Tables)

9 Months Ended
Sep. 30, 2024

Payables and Accruals [Abstract]

Schedule of accounts payable and accrued expenses

	September 30, 2024	December 31, 2023
Accounts payable	$ 8,070,842	$ 5,226,071
Office access deposits	-	-
Unearned revenue	9,107,297	9,107,297
Accrued interest (various notes and loans payable)	122,331	178,999
Accrued interest (working interest royalty programs)	1,591,907	1,396,528
Accrued tax penalties and interest	742,801	669,747
Accounts payable and accrued expenses	$ 19,635,178	$ 16,578,642

Schedule of accounts payable and accrued expenses related parties

	September 30, 2024	December 31, 2023
Accounts payable- related parties	$ 738,633	$ 1,933,817
Accrued interest (notes payable)- related parties	39,926	0
Accounts payable and accrued expenses- related parties	$ 778,559	$ 1,933,817
Accrued compensation	$ 1,046,481	$ 1,968,063

XML 73 R24.htm IDEA: XBRL DOCUMENT

Loans and Notes Payable (Tables)

9 Months Ended
Sep. 30, 2024

Debt Disclosure [Abstract]

Schedule of loans and notes payable

	September 30, 2024	December 31, 2023
Various promissory notes and convertible notes	$ 50,960	$ 50,960
Novus Capital Group LLC Note	-	171,554
National Buick GMC	13,556	13,556
Blue Ridge Bank	410,200	410,200
Small Business Administration	349,579	299,900
Al Dali International for Gen. Trading & Cont. Co. (a)	173,167	974,594
RSF, LLC	500,000	500,000
Keke Mingo	-	913,240
Justin Ellis (b)	322,000	-
Cedarview Opportunities Master Fund LP	1,772,879	-
Total notes payable	$ 3,592,341	$ 3,334,004
Loans and notes payable, current	$ 3,236,529	$ 2,477,970
Loans and notes payable, long term	$ 355,812	$ 856,034

Schedule of loans and notes payable related parties

	September 30, 2024	December 31, 2023
Jorgan Development, LLC	$ 18,763,296	20,841,052
Ballengee Holdings, LLC (c)	1,264,150	-
Tyler Nelson	1,115,849	-
Triple T Trading Company LLC	395,036	375,124
Total notes payable- related parties	$ 21,538,331	$ 21,216,176
Loans and notes payable, current- related parties	$ 21,538,331	$ 15,626,168
Loans and notes payable, long term- related parties	$ -	$ 5,590,008

Schedule of maturities of loans and notes payable

2024	$ 17,313,784
2025	7,519,146
2026	35,552
2027	17,232
2028	17,232
Thereafter	227,726
Total	$ 25,130,672

(a) On September 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed.

(b) On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Company's common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

(c) As previously disclosed, on May 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company.

Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company's common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

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Share-Based Compensation & Warrants (Tables)	9 Months Ended Sep. 30, 2024

Equity [Abstract]

Schedule of option activity

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Outstanding, December 31, 2023	2,816,900	$ 2.03	4.08
Granted	-	-	-
Exercised	(1,000,000)	$ 1.179	-
Forfeited	-	-	-
Outstanding, September 30, 2024	1,816,900	$ 2.50	4.76
Outstanding, December 31, 2022	1,833,566	$ 2.59	6.47
Granted	1,000,000	1.18	2.00
Exercised	-	-	-
Forfeited	(16,667)	12.00	-
Outstanding, September 30, 2023	2,816,899	$ 2.03	4.58
Exercisable, December 31, 2023	2,720,221	$ 2.05	3.93
Exercisable, September 30, 2024	1,816,900	$ 2.50	4.76
Exercisable, December 31, 2022	1,526,869	$ 2.65	5.94
Exercisable, September 30, 2023	2,671,883	$ 2.05	4.10

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Basis of Presentation (Details Narrative) - USD ($)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Feb. 15, 2024
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Promissory note payable	$ 25,130,672		$ 25,130,672			
Gain on deconsolidation			177,550			
Revenue from related parties			17,119,485	9,834,095		
Advertising expense			$ 0	$ 0		
Warrants outstanding	399,040	399,040	399,040	399,040		
Third Party [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Stock option issued			1,000,000			
Convertible Notes Payable [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Antidilutive securities excluded from computation of earnings per share, amount			773,269	214,560		
Stock Options And Unissued Stock Awards Granted To Current Or Previous Employees [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Antidilutive securities excluded from computation of earnings per share, amount			2,003,252	2,590,968		
Stock Options And Unissued Awards Granted To Board Members Or Consultants [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Antidilutive securities excluded from computation of earnings per share, amount			572,948	680,274		
Revenue Benchmark [Member] | Customer Concentration Risk [Member] | Two Customers [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Concentration risk, percentage			99.00%	99.00%		
Revenue Benchmark [Member] | Customer Concentration Risk [Member] | Crude Oil Revenue [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Revenue recognition			$ 40,132,938			
Revenue Benchmark [Member] | Customer Concentration Risk [Member] | Natural Gas Liquids [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Revenue recognition			$ 7,985,998			
Accounts Receivable [Member] | Customer Concentration Risk [Member] | Two Customers [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Concentration risk, percentage			99.00%	99.00%		
VWFI [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Gain on deconsolidation					$ 438,099	
Vivasphere [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Gain on deconsolidation			$ 177,550			
Vivapshere [Member]						
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]						
Promissory note payable						$ 7,500,000

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Going Concern & Liquidity (Details Narrative) - USD ($)	9 Months Ended Sep. 30, 2024	Dec. 31, 2023	Sep. 30, 2023
Organization, Consolidation and Presentation of Financial Statements [Abstract]			
Accumulated deficit	$ 72,791,791	$ 65,908,406	
Working capital deficit	42,500,000		$ 19,000,000
Cash	$ 687,000		
Obligations pay. description	we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered common stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once construction is completed of these sites, of the $13 million, approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Company's ability to continue as a going concern.		
Description of subject to available cashflow	the Company continued to develop its technologies, its strategy to monetize its intellectual properties and execute its business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3 million through debt financings with individual investors, $2.2 million through a sale lease back		

agreement. During the nine months ended September 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock.

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Property and Equipment (Details) - USD ($)	Sep. 30, 2024	Dec. 31, 2023
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	$ 31,210,028	$ 26,260,120
Accumulated Depreciation	2,861,386	1,960,803
Net Book Value	28,348,642	24,299,317
Furniture and Fixtures [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	14,998	14,998
Accumulated Depreciation	14,998	7,823
Net Book Value	0	7,175
Vehicles [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	36,432	36,432
Accumulated Depreciation	36,432	33,396
Net Book Value	0	3,036
Equipment [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	942,880	942,880
Accumulated Depreciation	539,814	435,260
Net Book Value	403,066	507,620
Property [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	17,000	17,000
Accumulated Depreciation		0
Net Book Value	17,000	17,000
Finance lease- Right of use assets [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	3,579,544	3,579,544
Accumulated Depreciation	2,270,142	1,484,324
Net Book Value	1,309,402	2,095,220
Wash Plant Facilities [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	5,722,632	3,344,968
Accumulated Depreciation		
Net Book Value	5,722,632	3,344,968
Cavitation Device [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	72,201	72,201
Accumulated Depreciation		
Net Book Value	72,201	72,201
Remediation Processing Unit 1 [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	4,594,325	4,464,513
Accumulated Depreciation		
Net Book Value	4,594,325	4,464,513
Remediation Processing Unit 2 [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	9,101,198	8,187,425
Accumulated Depreciation		
Net Book Value	9,101,198	8,187,425
Remediation Processing Unit System A [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	2,936,167	2,795,391
Accumulated Depreciation		
Net Book Value	2,936,167	2,795,391
Remediation Processing Unit System B [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	2,936,167	2,795,391
Accumulated Depreciation		
Net Book Value	2,936,167	2,795,391
WCCC Tank Expansion [Member]		
Property, Plant and Equipment [Line Items]		
Gross Carrying Amount	1,256,484	9,377
Accumulated Depreciation		
Net Book Value	$ 1,256,484	$ 9,377

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Property and Equipment (Details Narrative) - USD ($)	9 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023
Property, Plant and Equipment [Abstract]		
Depreciation expense	$ 114,765	$ 111,452

XML 79 R30.htm IDEA: XBRL DOCUMENT

Intangible Assets, Net and Goodwill (Details) - USD ($)	Sep. 30, 2024	Dec. 31, 2023
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	$ 33,287,347	$ 33,287,347
Accumulated Amortization	11,806,298	9,849,693
Net Book Value	21,481,049	23,437,654
Extraction Technology patents [Member]		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	113,430	113,430
Accumulated Amortization	23,909	18,905
Net Book Value	89,521	94,525
Extraction Technology [Member]		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	16,385,157	16,385,157
Accumulated Amortization	7,919,493	7,305,049
Net Book Value	8,465,664	9,080,108
Acquired Crude Oil Contracts [Member]		
Finite-Lived Intangible Assets [Line Items]		
Gross Carrying Amount	16,788,760	16,788,760
Accumulated Amortization	3,862,896	2,525,739
Net Book Value	$ 12,925,864	$ 14,263,021

XML 80 R31.htm IDEA: XBRL DOCUMENT

Intangible Assets, Net and Goodwill (Details 1) - USD ($)	12 Months Ended		
	Dec. 31, 2023	Sep. 30, 2024	Dec. 31, 2022
Goodwill and Intangible Assets Disclosure [Abstract]			
Goodwill	$ 14,984,768	$ 14,984,768	$ 12,678,108
Business combination acquisition [1]	$ 2,306,660		

[1] The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023.

XML 81 R32.htm IDEA: XBRL DOCUMENT

Accounts Payable and Accrued Expenses (Details) - USD ($)	Sep. 30, 2024	Dec. 31, 2023
Payables and Accruals [Abstract]		
Accounts payable	$ 8,070,842	$ 5,226,071
Office access deposits		
Unearned revenue	9,107,297	9,107,297
Accrued interest (various notes and loans payable)	122,331	178,999
Accrued interest (working interest royalty programs)	1,591,907	1,396,528
Accrued tax penalties and interest	742,801	669,747
Accounts payable and accrued expenses	$ 19,635,178	$ 16,578,642

XML 82 R33.htm IDEA: XBRL DOCUMENT

Accounts Payable and Accrued Expenses (Details 1) - USD ($)	Sep. 30, 2024	Dec. 31, 2023
Payables and Accruals [Abstract]		
Accounts payable- related parties	$ 738,633	$ 1,933,817
Accrued interest (notes payable)- related parties	39,926	0
Accounts payable and accrued expenses- related parties	778,559	1,933,817
Accrued compensation	$ 1,046,481	$ 1,968,063

XML 83 R34.htm IDEA: XBRL DOCUMENT

Accounts Payable and Accrued Expenses (Details Narrative) - USD ($)	1 Months Ended	9 Months Ended	
	Aug. 22, 2024	Sep. 30, 2024	Dec. 31, 2023
Other Accounts Payable and Accrued Liabilities		$ 371,075	
Accounts payable related to services rendered		$ 596,341	$ 178,325
New executive employment agreement description	we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.	we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.	
Chief Executive Officer [Member]			
Accounts payable, trade payable		$ 109,129	$ 1,933,817
Accrued Vacation		147,982	
Accrued bonuses		168,443	
Chief Financial Officer [Member]			
Accrued Vacation		90,002	
Due to related party		$ 315,627	

XML 84 R35.htm IDEA: XBRL DOCUMENT

Loans and Notes Payable (Details) - USD ($)		Sep. 30, 2024	Dec. 31, 2023
Debt Instrument [Line Items]			
Total Notes Payable		$ 3,592,341	$ 3,334,004
Loans and notes payable, current		3,236,529	2,477,970
Loans and notes payable, long term		355,812	856,034
Various Promissory Notes And Convertible Notes [Member]			
Debt Instrument [Line Items]			
Total Notes Payable		50,960	50,960
Novus Capital Group LLC Note [Member]			
Debt Instrument [Line Items]			
Total Notes Payable			171,554
National Buick GMC [Member]			
Debt Instrument [Line Items]			
Total Notes Payable		13,556	13,556
Blue Ridge Bank [Member]			
Debt Instrument [Line Items]			
Total Notes Payable		410,200	410,200
Small Business Administration [Member]			
Debt Instrument [Line Items]			
Total Notes Payable		349,579	299,900
Al Dali International for Gen. Trading & Cont. Co. [Member]			
Debt Instrument [Line Items]			
Total Notes Payable	[1]	173,167	974,594
RSF, LLC [Member]			
Debt Instrument [Line Items]			
Total Notes Payable		500,000	500,000
Keke Mingo [Member]			
Debt Instrument [Line Items]			
Total Notes Payable			913,240
Justin Ellis [Member]			

Debt Instrument [Line Items]		
Total Notes Payable	[2]	322,000
Cedarview Opportunities Master Fund L P [Member]		
Debt Instrument [Line Items]		
Total Notes Payable		$ 1,772,879

[1] On September 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed.

[2] On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Company's common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

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Loans and Notes Payable (Details 1) - USD ($)		Sep. 30, 2024	Dec. 31, 2023
Debt Instrument [Line Items]			
Total Notes Payable- related parties		$ 21,538,331	$ 21,216,176
Loans and notes payable, current- related parties		21,538,331	15,626,168
Loans and notes payable, long term- related parties			5,590,008
Jorgan Development LLC [Member]			
Debt Instrument [Line Items]			
Total Notes Payable- related parties		18,763,296	20,841,052
Ballengee Holdings L L C [Member]			
Debt Instrument [Line Items]			
Total Notes Payable- related parties	[1]	1,264,150	
Tyler Nelson [Member]			
Debt Instrument [Line Items]			
Total Notes Payable- related parties		1,115,849	
Triple T [Member]			
Debt Instrument [Line Items]			
Total Notes Payable- related parties		$ 395,036	$ 375,124

[1] As previously disclosed, on May 23, 2024, we issued a promissory note (the "Note"), to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company. Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company's common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

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Loans and Notes Payable (Details 2)	Sep. 30, 2024 USD ($)
Debt Disclosure [Abstract]	
2024	$ 17,313,784
2025	7,519,146
2026	35,552
2027	17,232
2028	17,232
Thereafter	227,726
Total	$ 25,130,672

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Commitments and Contingencies (Details Narrative) - USD ($)	1 Months Ended	9 Months Ended			
	Aug. 22, 2024	Sep. 30, 2024	Aug. 19, 2024	Jun. 18, 2024	May 23, 2024
Commitments and Contingencies Disclosure [Abstract]					
Lease term			$ 32,161	$ 58,595	$ 57,962
Wash plant equipment			$ 374,702	$ 683,000	
Fair market value					$ 685,000
New executive employment agreement description	we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.	we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.			

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Share-Based Compensation & Warrants (Details) - Equity Option [Member] - $ / shares	9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023	Dec. 31, 2022
Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items]				
Shares outstanding - beginning	2,816,900	1,833,566	1,833,566	
Weighted average exercise price - beginning	$ 2.03	$ 2.59	$ 2.59	
Weighted average contractural term	4 years 29 days	6 years 5 months 19 days		
Number of shares, granted		1,000,000		
Weighted average exercise price, granted		$ 1.18		
Number of shares, exercised	(1,000,000)			

Weighted average exercise price, exercised	$ 1.179			
Number of shares, forfeited		16,667		
Weighted average exercise price, forfeited		$ 12.00		
Shares outstanding - ending	1,816,900	2,816,899	2,816,900	1,833,566
Weighted average exercise price - ending	$ 2.50	$ 2.03	$ 2.03	$ 2.59
Weighted average remaining contractual life (years)	4 years 9 months 3 days	4 years 6 months 29 days		
Weighted average contractural term, granted		2 years		
Number of shares, exercised	1,000,000			
Number of shares, forfeited		(16,667)		
Shares exercisable - ending	1,816,900	2,671,883	2,720,221	1,526,869
Weighted average exercise price - exercisable - ending	$ 2.50	$ 2.05	$ 2.05	$ 2.65
Weighted average contractural term	4 years 9 months 3 days	4 years 1 month 6 days	3 years 11 months 4 days	5 years 11 months 8 days

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Share-Based Compensation & Warrants (Details Narrative) - USD ($)	9 Months Ended		
	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2023
Equity [Abstract]			
Additional shares issued	450,244		
Option vested		1,657,016	
Share purchased	245,536		
Stock-based compensation	$ 1,626,409	$ 1,260,476	
Non-statutory stock-based compensation	92,522		
Aggregate intrinsic value	$ 0		$ 0

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Income Tax (Details Narrative) - USD ($)	3 Months Ended		9 Months Ended		12 Months Ended	
	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Dec. 31, 2024	Dec. 31, 2023
Income Tax Disclosure [Abstract]						
Provision for income taxes		$ 33,983	$ 800			
Effective tax rate					(0.73%)	(0.87%)

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Related Party Transactions (Details Narrative) - USD ($)			3 Months Ended		9 Months Ended			
	Jul. 05, 2024	May 14, 2024	Sep. 30, 2024	Sep. 30, 2023	Sep. 30, 2024	Sep. 30, 2023	Jun. 13, 2024	Dec. 31, 2023
Revenue			$ 15,916,423	$ 16,313,406	$ 48,118,936	$ 45,448,916		
Accounts receivable			691,895		691,895			$ 2,458,730
Revenue from related parties					17,119,485	9,834,095		
Notes payable			3,592,341		3,592,341			$ 3,334,004
Chief Financial Officer [Member]								
Accrued interest			6,695		6,695			
Notes payable			1,115,849		1,115,849			
Accrued salary							$ 1,167,750	
WC Crude [Member]								
Payment for crude oil purchases					33,236,475	26,373,647		
Deficiency payments					661,186	364,309		
Revenue from related parties					17,119,485	9,599,740		
WC Crude [Member] | Tank Storage [Member]								
Revenue					1,350,000	1,351,237		
Endeavor [Member]								
Consulting fees					596,341	254,946		
Notes [Member]								
Accrued interest			0	232,745	0	232,745		
Cash payments					2,077,755	2,807,032		
Triple T [Member]								
Notes payable			395,036	$ 365,857	395,036	$ 365,857		
Spectra [Member]								
Revenue					115,000			
Accounts receivable			137,000		137,000			
James Ballengee [Member]								
Accrued interest			21,274		21,274			
Principal amount		$ 1,500,000						
Interest rate		11.00%						
Notes payable			$ 804,150		$ 804,150			
Ballengee Holdings [Member]								
Accrued interest	$ 11,957							
Interest rate	10.00%							
Notes payable	$ 500,000							

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Subsequent Events (Details Narrative) - USD ($)	Oct. 01, 2024	1 Months Ended Oct. 31, 2024	Oct. 17, 2024	Sep. 30, 2024	Dec. 31, 2023
Debt Instrument [Line Items]					
Purchase price	$ 120,000,000				
Common stock, par value	$ 0.001			$ 0.001	$ 0.001
Preferred stock, par value	$ 0.001			$ 0.001	$ 0.001
Executive Employment Agreements description	Company entered into an executive employment agreement with Russ Shelton (the “Shelton Agreement”) with respect to the Company’s appointment of Mr. Shelton as Executive Vice President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement, Mr. Shelton will receive (i) base salary compensation of $337,000 USD annually (the “Base Compensation”); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance criteria as more particularly described therein. As an inducement to enter into the Shelton Agreement, Mr. Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant, subject to an eighteen (18)-month lockup period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr. Shelton’s employment is at-will under Texas law, except as modified therein.				
Annual base salary	$ 325,000				
Original principal amount	$ 12,500,000				
Proceeds from promissory note			$ 530,000		
Repayment of promissory note			$ 530,000		
Secured Promissory Note [Member]					
Debt Instrument [Line Items]					

Debt Instrument, Face Amount	$ 3,670,160
Repayment of loan description	(i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated February 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the "Previous Celadrone Loan").
Interest rate	22.00%

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GC3%B;>, 4,. M<9*R@97$.U3$KUC+ FYY8Y=#:,*;8T^G'\TO6>TK[-F%HJB87ANK7[)1W11[MV0_JNYTIV4D,V&&*TZ$IWD.'QZES4T.]"<^N.,] @Y-Y0MJGM4:C60/+'/&@SR MJ?"6.V#(P4TQM"EZ*N$XECX5NJ@V8)AR3 D, M4-L#"<>)=%59*-^AGE]#6EAU6Y58L(\= G#"'"TCA.*5^ M-V;^5)1%4&" 3"*R33>!GB%Y,['D\XSJ=-CHWD5A\]@G!8'.SEK8 ED)8+ M-E"(X!Y4.'M5X5T6ZK8H6](]V\|L1LSX>R45E.|S$0M!O%091&.49\E E4QZBI{X17\K*E7E^]VR M?3)"WRF)M]%|N\55L@,_)3U R0L -:]IVKU=M?55M|OCHGU 4D)33KS%|@T) M$R(;XC[I24KB)'U)]NL",P183]&"\?:[;PFU TD'*T;2 Y;$;O?(^SLFZ#B M0(\G,$TP/^QI I8T ^)"7S&@N"MKI=!^8%N$6>9W^>$#6F& M^8#XGL0DWC-&PC0N/=_D"LI U*'T@*'D9)===^^=9/4]HG'>>SXJG/](D)Q+ M]U\M^782RF,Z4$'2]0T#M*79,\J6,/?$BYF4*@JHCYF@<+70H [=H!ZS-(I9 M3^@0D7,(S?6M1>_<>;X+DP+*?M:D46Y>50G-(93^]!5;- L$39>]SE1/'X$,F M! P9HS0=.N]C.T>G<0A?Z#L-^6B,K/IVC9@ +\-8!<:[IVSL4ZK;R$)$9 P3 ^/!$*%6+FWRH4:*I]"E/-H"S*S)'Q;FG.NZ M^>4G"0GA0WM 8)^#G0"-8ONMG<"/FFW?]Y[6-$[K<[-6;V\U?7V,4QK>*'S[MWNZ_S+A(N7=:%[*D228X'PK.OE"@+[3F-4!V73]_O_"0@??!$M*Z@/_M"':%K_9%NWVM?5U XW4!M$CKY7!#H;F^*.(BK-.G^Y$@(L/PYU!]P#3E[OAY MJ-E@?2G 7G.P_'?QI!Y,/49757Z\6>1@@@D^30!USB*3E(D#/T*6 F>><#M6^ MK"\-6+PTN#95;BI;F[+P' H_UK.=Q=F^6? $WKG&@ M2TX%A3CT'MH%+ 6A LML0'C/6'-JGVJ?YNL-X"_!+"0 &'AL+W=O M3.+T-X\B!)#H)8X2 MT;=":*=-+VQ9^"#$1-99"HJXL&(^)5%.^M$7*@01&%$>V@W'+C@E-+*IGUJ: <_MZ[&5C&@"4X[$*HX)_WT%$=OTK;KUNO! E2'4"I;72\D29B"?TBE7,[MP"6@, MB: L01P6?6M0OQOY=;P)^$9A(;&2&OH[?FJQ5+G,B8,BB[S208=_J6"B !5E%\H%M;B#/IZG] M?!8)XBV66R;R%,)22+<[$BB&2_9*7O Y;@GICC\#)!#W.-HCK,.6F!Z8V1JVRH8G^%V>2JZM4Z:0WO)^,Q!/9>(34:'9_=SL: M/*K\U>]N.!F.T>QF/Z!I=*NNG*,S*>&0R! D]4ETCCZCC\A&(E2K-MHF=+Q:2=;3_?_RK;W]FS_PS2&G+O!7*PTZB0#P_+1^_K>=W(W;+<5I4HRN$4 MY7",G[L/1QO}JDDE8@MT31.2^)1$;,H$-5WW8S 7DJO>^UF5:N;=J;6]^.E M2(D/?4O=<_+X&BSOTX=Z"W^I2OP_F97*X!9E<_^Y>U-U+P'G$"#5@/[S!4H) M1VL2K: J[LD"0);+*LPF[NT+SE/111 FT5H*V# MH$,6QZKKCVF"UE%- \%Y4B:)=4+9/H#RJ!=H[E7(PKNR!8#)+U)V"NG.Z-15B M54W%PW9;;<=KN&^#=0*?E.+B),]6\W8*W>SKO.RW;/19Z-W /M+UUU.G7 MC*^$++VDB4 0+) <6UMO+@V=&=321+S>DW9U*=I688JK<=X#1 75\P)E\G^D M MWI^\OU!+ P04 " "7BW-9\F?M6'4("@*P & 'AL+W=O)EF MQ6ARVCZ[J2:GY5KG6:%N*E2OE\NT^GZA\O+E;$1&KP^^9$\+W3P83TY7Z9.Z M5?I^=5.9N_'.RCO;]+.R@)5ZO%L=$Y.$B;.:BWBMTR|U'O7]"'EH2R_-C>7 M\ ],1;D:DM7Z[^TSAMG'M);3C<(3FZC%=Y_]+^?)OM76H'>'LS.OV+WK98"4>H=FZUN5RV]B,8)D5 MF]_TVY:(O0;&<MR ;A#0NP'O:<"V#=A;>^#;!ORM/8AM@|;U<;WEK@XU>GD MM"I?4-6@C;7FHF6 ,6WXRHHF4&YU9?Z;F79Z,KV^BI.KVR1&YNKV^M-E?'YG M;F[OS,_GY.KN%EW_@]YODB_G=Y<&@#[<7YW?QY<&\Q$=H?O;&'WXZ>/I6)NA M- ,'LVVW%YMN;4^W#"TN"[VH45+,U1QH'_O,1Y[V8T/!C@?ZRL,%]1J%5;MC MQ/#/B&+*@?%,WIZ<0>[\6,_)W^[]@ RV"PK6VF.]]KZH9U6L50W-ZZ8EAULV M:>VD7J4S=38R>;M6U;,,3?[Y#Q+@?T&D#FDL'M)8,I"Q_KYCG[NLSZY*W6: MFRSP_[Q,_-&&,?!(3!V@3PD)(R8!4P H, | M-++WO@ =.BYW3PNOTM*PU*A^],F\LB'UO.(DPEK;;$% & 8^XY;8+)YP2%C!A MN0T "9$N)&9XV/(8P D>1(1:#KLX M%F'!, +'\=7&<2AXR#KLK=^Y*;V:Y7]DJU5GQA-0WHW5J59] 7LLAD\R0QN(A MC224#&3N8B7 WZW&[37- 4H+>9&351?53,GTR3AP$@1-\+HA0;H%B !0R M$EIQYZ(H%O(:NFCG:N1_QU1AHBYOG4WG1D1EM6ZB\%E!'D?N" +"F)TZIB[.MY!@F]>51[.(D%538_"0NCDN"0]&38 CN%! [VNG^^+'"N=_9ENA+GA8*Y,/,YR M|@$HW;#K&FZ2IYUF 6!(O!8V!0".X8!R8B\N)#2(,><|)"P)W/)&],4TDD_ MH/_$'6X0\BB4MO\ND-+(B#![=06 !#/&3$]U&7"10112*7H2+Z$=]3+P"=F MH7FLRN4K"Y4!>T^=$1R12(0L<-P'D)(+0NQ5%@(,L2(C>^%,("256!I2>_SO M-'WQB|KO5 5RHH9N53HPW;^/X+++#QE4Y]J+1!46C*4M<,YZ80N\2O=^Z)2 M;9[H]>;H*5NSG(""3I!*N+.PH" M0FSE$P- R9EDD1V[@,'(R.#>A-TI8>*7PK\V5,S5S+R@99[--XG;2.-Z_5!G M\RRMOH-$>(W"4XG >!W(4$P &2ZEL.5#.D'"ATQWXIOXU? =EH94QJ;=1 :35 M5<*482>ZO/V\AS.WNV _^6T9^_'N#AGK]#OQBM*.L6T"'!2F34+HWDM*64!!0 MF)52/N=!(!$F%>-V74+B.0TD*QO >D$, $K9MOU(U.KYJDVN6N55KWIR6OS M/6^EJ*XP(0AHZ>2D>JL+$ZI&R4(]]789#*CM!3OR*?\M!EESQ3 C&-MU!P"+ M(FZ_+3\5P(4(1YE@3L;M%/@U*_ M^-^(3%"'"0^Q20P23D=LDP!7!&]N% MV]M?#"$%-4K5VA]((/0LJ"J(>%3H)3OP1O!>B#>BPKU6QX&?MQP9S^\]) M3K_!+Q%U1?%1L_E"(CL/0T@:"!)&]C(//4VE$461O?4#(>3J8[A622<*$T:N0C MR!Q[*

Y'6V6SWLJ"569+J15J!R_#65+(@_#'QL M?SN8PC!G%P"&47L'!(:QL,?Q3KE2OW*-LWR]GR?^PG7Y-M=!F.LZ"'-=!V&] MKG?*E?J5ZV;.7]J/YH:!]%E5Z9- "9K59FJ6GY:!&Y5K7.BWF/1O!U%6#S1Z> MD,+A!-K)10S6__')(:34NY=&(0)9!.'3/ >+4H[+4K]6O0U+GZ0'D"Q]M_# MJ,P>>H"MZ!YZ()L^>EBG79E? NQ}),E_/].MW.72$]"*K=C4/^L]GM7Q0U7_! M;\5>T^_^6#RDM7A0:\E0U@XGJ9/6C'CW-KT?[+VJ_-V3,*2U>%!KR5#6#B>A M$_/,+^,_^K/\UL#!QW,IA926MP'0$)#'@7$TDXQ@&38%#%&CUDY D**@/"0 MDIX/D"-+&PO=V]R:W-H965T&ULM9UK;IO(%8;_"J$NV@VPCC@W M7E+;@&/>O-W8:92T* (I^H"7;)B*)6I*V-_^^0TD1Q9G#D:BJKKU:OQN)H^98NT>ENLLJ5\Y:$H%VDM-MGY:/XVI59NELW6@QU';=L;+-%^.+L_7?_M87IX7S_4\7V8?2ZMZ7BS2\MO[M;%Z\7HS(Z/L?/N6/3W7SA_'E^2I]S"99_67UL93/QCO*+%]DRRHOEE:9/5R, MKLB[1+"FP3KB7WGV6NT]MI]WG)X&?-N JSWT#4EL&PBU@=O3P-DV<-0AL9X&[K:!JS0@?0V\ M;0- O/:N;Z5C/99#6Z>5Y6;Q:91,M:44YLM&NY.ZE*_FLEU]>7UW M&X2WD5"PY^/)W6\WP=5G^63R6?IS(;S]/+'N(NLZN;]-PXEU.S?ZR?OIQ>?0EN9,.W\O$DL'YZ8YU9S8.??WIS/JE.)O> MQM/MF-YOQD1{QC3)RCRKK"OKHI1Q5I;9S)K4Q?1K9?WW0[:XS\K_PL7UK7Z2JOY7,#-#1#\ND4SV7WXYX MEY&9]"FK9;J2QRM,RV6^?#2R8C/KMEA.BV5=%G/YRJ- ULZRS,JMJSY\#X+ M>9RZS<92KCO-TIUFZ9K#>$COL!=\V;PJF;7FZ7*:_6*]#//GS$IK*\BF;RU& M?K&H32DD/2.Z^;9X5ZW2:78QDE\%55;^9*-+"Y+;AN.L,/;??# (B!,"-+XKD>ZD;$>5J:"5M MA\C_=H&=26*7?H\AQG6JGC.P\[3A"&66N,<(9:).Z("O?R&_.7?H MXXX)BS!A,28L08)UY.5W\N)&>=U4U7.C*JMXL*:,W%ZM<[M+ M(_GZ/$_O\[G,VUD%:5)\"I"%%2)P8B9, ,[^; MY3I:$#LMB#]#"]\3$]0)8X<#/R?70D]"@KM\G%FKM*R_05HQ=C% *TBINPB)$O-OOZ,4?Z<4 MWZB4C:'1N'>S9NVSRI95VN@$$H21-$_02)S U]=%U+&YZRB*0.HO0N+$2)SD M\/OO2(+0K;=GGR0*TXK7C!RZY#Y%!FH$=5@A*BU"[<6HM 2+UE7@GJM,S%]@_M66W- BPI6FK'[@#R$!0JP0"$6*-J".NM1Q_,=ARE?ES$4R7W.A;I4@0)=YA/:MZ_D*(JT?2\R&;+B6$E[X5)TN5%L6E1:ATF)46H)%ZXJL]6;)V9PU;=#\'KP\(#,L M/Y8 ABRP14- T4]+EW&>.2]64H$?""*0&(S[[@OLT=-27HH9YP!<=X00(I$P0 MC["^U6+KGA*S?6K&K(!JE:+28E1:@D7KZ]RU-M2XG9+T7<<{9]=25TN' KE9:JY68O5;DO1QS;T/D@V7(8H%"+%"$!8H) M8+;ZKKYX3XX(!:MM:XL/HRP0#$6*#GB&'2U-MT?JEU.R7GN+8FY%#USFGT&^A8 XK1*5%J+08E99@T;H*W*NI-7NX)L?>W'1(M-D("!5B@$ L44<@O%L1EKG*F$$.1A'$9JY;F0DA'$,_OJMF4K-9NH/.9F\I"Y MTMW"L?^E"X-V1^3%]'28E1:@D7KBJSU@.E@#QB\I *6&98%O 5U+D9P*"6J MQG2GV&.V!PJAI00|$DX)0)PC?-OCMNK8 Z&\,^2RH"0%PLUW*7-*WVTI,'Y6: M?=2CKZR)PO+,J6]2@GRQ:VZM>?TJ4A)V#2(E1:C&I+A=G;76+/T:L;I M+|_VG)A@5:EN0? OYP&%,59=NT+I,Y.I]*L0:580%BK% "7P(-%G6;3N*#6[MHT=)P'B,>H+|9SA'U:T|]0?]:XL0S%Y#5%]$2HM1:0D6K:NVUE^EQ_NKFMJF M:? 4$*@S+1=V"NHL/QU6E!=B#G%*FIJ40:UP1%BC& B7P,>BO>F>M1MKY" <[M-M'S-SR%((^10PW8CUJ:!J;3=6?Q$6*,8")0>/0%<@K0_-S#[TD'H6,VJ(+H""-M74^]J5' =&^:.)0+-3>%6..*L$ Q%BB!CX'#^ZXX9TQS,S&\"G%*F;DX.|> MH"C7(APCVCH8M2H7E1:ATF)46H)%ZRJL]9W9@?L?&(11$*V'I:*LJEL4(@% MBAA0 ^MX'F.>D@!C*)+8ME"K*Q(0Z7O_=WQJ:EGK^S*S[WM4.0H!M8!E_C+=_M_&7.T>\2ISN?GB|<1Z@GX"$0">X\0W$N=7WB^NH=_.:0X;GJ96H)$$<.O/UPM"CA59Q* J>*Z,;N>*NJJYZ6G=-F'_%%!$2HM1J4E6+2N MR%IGEIN=V6.O'H5EAN7%E6I.<0QEUMJ0E$@AD!BG,)L9E^_M[3\4ZLCLH20$((P(FS4[Q#T)H35,^>:!,L<+7CL*3A557RH$+YN5D" <'5_;M3 MNC3!%1C%)46H](2+%I79ZTORD\T1@\9$F;N&(D!5]AZCXV ZRX@$\S55@=8 MHXJP0#$6*($/@===7B\+W;OAZH@IZ,"V*F3_T%)0#]J< =F)0>PU1.1$J+4:E M)5BTKMI:]Y/_P#UE^V11S,PAR08JA-5J43A008PK6HF"_*\("Q5B@!#X&_;4H MO+4W^0_U0/F)I;>#MWW-M'0W6ANX#$ALJ04'M-D2E1:BT&)668-&ZNFO- 6(YW0UD5:LAZ1[=?'=6]#KCN M;W+/U6_3A36]" L48X$2\!!X3+APMA&ML2OP[QAK1@[-*T*W=:4$B%"7,*B] MAJBT"}46H](2+%I78*V!*TZ_(;RYZ8 T@@4*L$ A%B@2@-5+'\C0DE_,10I MF*W=41 DNMPF2E\5VUA@7_-6-1-H.'2$&_'RRTH0>$I65H 9&@?0_%6JSH M0:\0AAX09[0$ZVO*C!N!PM/%9:$#-J0.Z5+0^Y'O1TL*BU&I258MC(W(MQGN_-MG\ONF'M'S,EV4USQXDWG[KRIDL-S\9NGE2%ZOU#U#>%W5=+-8/G(}T MEI5-@'S]H2C]fT^.W]3<_7#KY?\\4$L#!!0 (>>+&PQ=V]R:W-H965T&ULK5IK;]LZ$OTKA'>Q: (*K M6GSHE4T,N(]3;Z!ULG72^UF1Z%A;67(I.6GNK[]#R3%MD6*

<5^KW*\O*BMZR}]=E@4,9+OHK*3\6:Y_"712%6406GXF%0 MK@6/DGK0*AL0Q_$&JRC->\/S^MJ-&)X7FRI+ M+GQ/'Y;5O# 8GJ^C!SIGU=WZ1L#98.3),+GB,CXAF/*^DB@E^/?,RS3']",'YMG?9V]Y0#[X]? MO%_5X ',?53R<9'IE2,5\](7]%#"%\$FJ]X73W_R+2!7^HN+K*S_1T^-K0_& M\::LBM5V,$2P2O/=_1[^R#V!H ?\P'R'4#:_UC' +H=0&N@360UK,NHBH;G MHGA"0E]#-WE0/YMZ-*)\UT](@6-QK?3'\/Z61^9GL1MF=B/W M\%FYCF)^T8- -6G+QR'O#__P+>\|Y_31A/Y.P ,=LA9C;OPW&1ET66)E'%$Y1# M_LF*LC0A;MQXM1N99!Z'?2\,,.@'YX/'?30&0Y^&V G"G>%!I.XN4MEV=Q5"[1I@1$;8X@=8JH2O.')O>D M5%+> [DEYUCFIY. T3J.FX>8)BE:%]-*_ZPLFY(T[=V_*.MJ,.1AKW6U.IVA'@A8ZYY9OU=O+XU?DCL#T *.2]+5"Q0ED;W:5;/DRE8JR_S MDT6F&?(U,'WFN $S8PEV6 (KEGE5Q#_[DJ$2!$L2;+OL?.R!%@'VB,>1?>PM4H>,T3G M3(3Z$_09ABC^W"T/LN<0YO?F*2W]D^4 MI4_E[?!A*+6K=0^',5QL9%\!NF;IX!RP1HQ4ST!P)R&N$V]!L,^8X0Z?L=6 M4RH!VV7"C>#K*$T0_RTS6L?:8_K=/<_1@C2843<@7>E Z0-L)=7A-_<.J0IA MWN2N89,SA^B;W&3HN8[3$9XB96QGY>MJR<5VJ1LCU-FU[Q*036T6-AE2%H2, M=H2H>!C;B;BN!F7Z!.VTC;2/%FD>Y3%'&8^Z)MY I<3SF#;SNIT?N 'N6IV* M<[&==(UQ[_1BB5RG5N)B%)D\VY"8[GP0=#(P5!6,[!U\?!OF:]L$&RB4N9;&V MBHV&W1$31;K$3K]G+6.GFN&K05F'(L-MZ<'HM,LQ@'#3IN<#(;]D(34Z]B" M1-$HL=/H]$4,@$C(BX]_EGB)SJ90])#VP[;?]>UL2A2;$BM!&0!M9\6(4A@F M

9Z8!@G=A'32V:0MJO7:"O]"++$!Z78J466#YP1M4+*N M&L)6 C@I?:N$88^@DRFBS_'DA,K2R7R.%\W@XI.VE0D9X%^W @!KE0RK F/ M4T4+9=!.=_5,7P!
((^V/(F0+Q4XN7X#-271V' ,V4P^;&YF(BLWF/U_8:YVM M/3:\O&U9(_XU>#MIX%KB1[Y$]S2GJ*XVPU5K2PA3\TQZ5H(73!5H:=ITI>]H M3+1U-D1A+;
(J)#$L<@83=F(PA1@EV%S&Z.CXW..'G;>5\N0Z.CFO R>21%=^ MZJ%EI5(/N1"Z7ZZO[^CZ?D:GDYA>AR$(C+QBPUD?AJ=2%(\>4"E#'H7%3G0D
MEI4I47&P%KI78KTU1Y$1"BI#%?]82UMQ_C_YK82P>^>U+ .DR"*'56W(_M(%4=-KQ#6RB!2 MM'TFU+_O'/-,+4,GX#]@GN7H#-GBA7.1^:SYKR3TA$]<-YH'N3K(=0!LD_@]
M@?"YF4N)^S $JO\R0<&@-HR>)_.;SUUZ"[8[@V]J@[[VUM.BJB0#?2Z-KX: M]\]:VMOIF:UQ-5TBHJ&RM\:VQM71S5%-7.:04QMS'Y7ZF'P0YJOD4NG3765L)0)'<=:\V#W"HL."
MDB,)*M>14/AY[31%%4 M(@/;=<>N&R: >\#'/&X_2$+#$ M7LV?@Z+"??R#66)X0^65' C[;><1.3!@? M-#([#;J3YJO*457J8J=*1;)2Z-"P&_!@I"Z OGF8*Y#%5]/:?ES#?-] =,HO M\?
&:8DRJR^Q 7-\7;3L,!+$W0]"\5BS0,UAP%L[@%8XOG)*!J>#8-(NRM3+A;2GXH1$V7#AH<#]R9P4^/] M7!>><"S&%QQ285A5VQ=5!NN M*
<]$)*"2Z>NC7"H^CO%XNG>0Y:W"#9_-T?W1:: 0MO\>YIOP2<(VO'M(H'0I MPUF&K4\369ST+:T.3&CI@FYUL3SZA*D*==&@^P[]HYUR;S^]O]N2O3/+U%+" MUT,!&EE+)@7;
6\]'/'^/NT[!QITCO%R:9;^L)*_4<#/X42O?=J>AUZ'8\#M M\G"8"B O5<$#X0);A_V3:8],.*_,-TZ7_E!PKIW3N;]<21"&X05XO]#:-3>L MH#TEOOH?4$L#!!0 ( )>+&PO=V]R:W-H
M965TB U19=]MI8B!)+^M#+ZBW MY6'8 RW1MA:)5$DJCO?K=PXI*W;AN &&(#(E\KN<0_*0%QNI[O2:4=O7PL+[V0#/&:%X88&/[< M\QM>UT2$-K[WG-
X@2<#]]H[]O8T=8UDPS6]D?5N59GWI33PH^9)UM?DF-[_Q M/IZ,^ I9:_N$C1N;Y!X4G3:RZ<'HH*F$^V4/?1[V)/P"4#< V+KVPE9EV^9
M8;,+)3>@:#2R4<.&:M%HKA(T*7.CL+="G)G-UTSQU]<85PDWLL&YULRFZR5K MVC=PRY1BPNB+D4$Q@HR*GOC:$<=/$$_ADQ1FK>&=*'EYB!^AR<%IO'-Z'9\D
MG/,V@"3T(0[C] 1?,D2>6+[D";YWW[O*;.&OJX4V"A?'W\=B=!3I<0K:,.>Z M906_]'!':*[NN3=[^2+*PSZ[@K4$F;,A.F$JLH%65**JVYAHW-QX%C 3>M+7<?%ATWOT@8D2"MDT M:-
^-0=(%1]U"KD3U+\I5 LR:$[ULB(@93O+@S$C;6RE8,GSM*FP5B 6"^:25Z;## ?P.P(HFTQL86Q;%% MS?M3"]<,AE_7!_/@CA8J)IA@LS?3%-5S56U2L9&B68BBX_RT MTYA
2>)G>>Y 4\B#=#PX?32&IB842KCGV]EZM/D*Y?-\C$%$-/*GEG=YFDRG MCWG*)CL%6@O'DSN.0!=/T)U)D M,!^CW"39&4R#*(0K6TA/K$;?
+F"VPJ*PHH)7"8.;25>%JX8_K/B7+R9Q-'Z# MI(\Y'C;F!NL>:[%,/-@*B<>#D+@OCIV4H[T+3A[MKY2>F5F@8:KY$:!B,,P^4NZJY%R-;>SU:2(.7+=MZE TNI:[1>
M.PN$U3RY.KN\GLCZN. ?C1N_TP:)9.G<-^E\+.=))H;08!&$0?'O 6_0&"%B M&_<]9S)("G"WO67_$&/G6);*XXTS7W49UO-DFD")E6I-^.PV?V(?SVOA*YSQ M\0N;;FV>)U"T/KBZ!
[.#6MONKQ[[?=@!3+.? ,8]8!Q]=T+1Y3L5U&)&;@,D MJYE-&C'4B&9SVLJAW 7B6WAO2VQW,>G[&,P,]Z:N1X?);S#9@1Y=@+C;#PYPI

61+_]E< Q[I 9/%JQ=G;[*W1_Q.!K^3 M8^R_.(RCV,/._G(!X6($.QOQ98UPX^I&V2@8^XU+?E6V0#!06#XJM4EBC[#+%S=W<#Y)-O10#\:1@GO6\U^H(B:FEO, M@CYHSBB,=,K:5AG
JL*8HE&=9)9K#N< $;+V$RH"1Z6V7#M85\0DL"$(;5>1 M[D>>$VB0$]@*3:EYF@D+-K+$L$&T4#&G+31[(&P<129E2\&KI<%>#!3?G8JO MC2,L>:S?
C$'>V9,.A363B,E=+0%;%T9Q_[?AET=B9RMRC);/)3P?V:L7T_'9 M^5O_O(.NBO/[)Z:E8':FMH>V9,0>BNE/!?7=GG(?.%'\[SO5T2$7V*8QFE>R MH!S6:7"G9=0Z+"#KA@L8+>ZA>
(.1=+T?V&CO^A(6S"W>=D*7.],+!;F*$NH? MD.E..:V15O'1D!O)>NNG+\ MO+Q[U#XI6FGKP6#%4%9^G0!U#T77":Z)Q7GI I?ZV%SSVXHD"WB^&ULM5AM;]LX$OXK
V]VL054V_)KW"8!$K>YMK>Y!DUW M^^%P'VB)MKB11)6DXN1^_3U#2K+CM,'V@/V26")G."_//#/4R5:;6YM)Z>B^ MR$M[VLNRQ,I:FT(X/)K-P%9&BM0+%?E@-!S.!H509>_L
MQ+^[-FW&M??%*;S/&+P=E))3;R1KK?JVN# MIT&G)56%+*W2)1FY/NV=QZ\N)KS?;_A#R:W=^TWLR4KK6WYXGY[VAFR0S&7B M6(/ OSNYE'G.BF#&UT9GKSN2!?
=_M]HOO>_P926L7.K\BTI==MH[[E$JUZ+. MW2>]?2<;?Z:L+]&Y]7]I&_:.L3FIK=-%(PP+"E6&_^*^B<.>P/'P.P*C1F#D M[0X'>2O?"""?.3HS>DN'=T,8_O*M>&L:IDI-
RXPQ6%>39"R=3NA;&/=!G M(THK?+SLRV$HD\ M[:$PK#1WLG?VRT_Q;/CZ&:,GG=&3Y[3_8(:>U?5M2_^EG:1XV*=GPO.^Y!R, M:2M1OJMU23($@\XW1DJ0E0LF__+3\6@T
M?'WU_OK<_XQ?L^/LX@<0J"CIC;P#(58LX3V-Z-=&)FQHI4C]P\7Y^_HG,YS#"4&@;U1^ M!T67MVA:5R MA1W"49)K
&;3(D0G26TX_B#O\WH#+J1X+SLB@;V\+/*2T1XVCADJYS9$Y'X[EVX]8%@6LNT!H9+F1$O&"KS"Y\Q4;35/N%4>%&2A]#Y7H;5$#02I82+Q6Z.YO?0+U%<#!W/S!@ M
+)J4RH("92.YX0&?Q%!N<-4\8$2?1J;0W>$C\+V>U%X M>'26#PA7P1,V\;J9#ST0,W'':$Q,';@B, ,$106\W"N,#C)GP(!?1N-1-)], M:10-Y_-H/N5?QT-PT'C$'.N#6#-K6@LCBY4J RA9F\
<[(X,+R%= ;O6N#-JR MBN>O+7U4.=TX5.!FGYH"Q^X5J0'0#XLSO-UCK4RW9"WV,_P$9(\)KLUZGWX' M)S-3 R2B-26B]B"$+X#'\/P4<7OY$YV"\[EO*_'@34< N%UQOV'-/&XZ68H2
MSVLI+=,>85A"?N]T7A>^LU#B#]"(A2\4SXJY0KQ2RAY2HQ-A5EQ4X![1P6TG MA$QBXD(GPPAL/$A0YQSF_LYZ.&5DDP&8 '/I*)X.?5.!5.A+!+('L83ZMDU: M0MOT!>;
'C+MTV5\IWR*Y6R0- CT#CN,?ZWZ/\=JU0=#C;6>.81MK M^12W:);1N/&(?\71:#S_ZV!%CSB@:V"C"):&$%Y+9W0NZX)NZJK"B8> ;6.]
MSZ.'6W=XK3W<0@OI1"UO!\GMH^/P=)Y@O+%>%"&X T586C>!3F4.V@.SA7U M#,"A"@A"5^S#8\&3"<-$H&^A93(4O$0N*CI*UQ%FUJ 9YSD]@/LH1.57B6/
M9'EN&]YOM$0,'%Y-M0Q@*<2M9,SR&,;(/9KV&[0%$6PP&R!9AQPQE*MF3DEI MC1;6Q<7/!>4N3%N%7LH8;GST?JOU&I3&E;:2;BMET&I%#G,JTU;DH1']%B*, M*Q<<995LO 5@?
>\%%@[E(K^K,Z0S37!&ULJ]9"YB8+7,H,(QHM U%\W7&@4+ M\^/ASVU'E?<)0S38JGFB>7IH2'JCQ)^^0EGA:J<8-[[R?;75OK"@N,VQP#@ M/F1V\&AM8Q.J^0FB_ZZB+@1BM*.N-
M_V<;[9\";CU'"LV@R1_>91>/Y.)I- MYC2;Q5%\/*/Q;!*-APN*YU$<+Z+)\906T72Q0-\;_E#9AY%POU<=#-0WW%78 M-<_K]K#N^1;IQZEOM*EV[6]O4VU_W^M0J]KY,O2UM
M@B[#6$)@FBYF_^]D=P<8WFS\H-H$\'$I^%Q/%\CP)*;1=!(M)C.^Z%RAK.+) MWKVHG9H/QUO?5)]KSDU50FJD*Q[8ZK*Y;@AC$=-@TC_IF.AY,(+9%&Z!SS MR>ZJ-
=XS06]ENC=E7BIN[0K*VRF3E<8S'IFX"_'U[7BRH%DT6TR#1E39M%7(M]BUU48GR 5%*)'B;W6'9].1_3K4>BB+YCG'ZPRBG0$!98C*9P-2E?1YSR.]+0/)OC%] M^F>&
26E"YC\0:R4H?,:1T-:M$QW:AI;5MP,A*J*9S-F.2I0TH MIAL*OWOX7[A!>#X5N1]E?1EL815(>C'%K8#I&%!'?+_U)6FP]]VOD&;COVXR M:I#C\
FP>]M]0#T/WPUWV\/7URL_,EC,%&N(#OOS:2_P7?O@=.6_(JZT<[KP M/S.)IF-X];7&C%N'OB [K/RV?\ 4$L#!!0 ( )>+&PO=V]R:W-H965TPN%OOR[ )O5L9^KY=*-
>*QR,OZ[<&R::H?CX_K=*D*68],I4I\F1M;R :/ M=G%<5U;)C"<5^?%T/'YU7$A='KQ[P^_N[+LWIFUR7:H[*^JV**1=OU>Y6;T] MF!R$%U_U8MG0B^-
W;RJY4/>J^;6ZLW@ZCE0R7:BRUJ845LW?'EQ-?GQ_2N-Y MP&]:K>K>;T$KF1GSG1X^9V\/QB20RE7:$ 6)?P_J6N4Y$8(8?WB:!Y$E3>S_
M#M0_\=JQEIFLU;7)?]=9LWQ[<'$@,C67;=Y\-:N?E%_/&=%+35[S7[%R8Z>7 M!R)MZ\84?C(D*'3I_LM'KX?>A(OQG@E3/V'*\^Z^G=7JCU:5C?CX@+_UF^,&9.GC<>I)O',8Y4;
MVRRM:1=+_%E+%,M%?PR)6R2L@'J7,YRS'."%W7K1J)]_2/ M5M>:W<_,V3[D@['XT>"EJL674GQ)&S-35DS<=B?B9T0868H/$",W%7%(Q,W-
M=2*DN#%$3I92Y+K0)':NY4SGNEF+U"_KQ5__?U2R#(3/[^_ M^DG\9/),EXLZ$OVF'J&)9Q#$;$^.J"58YT)!)Q8>VRR]V EKR<^X1ZQ1M@XR M@%G-GZ%G8K"$)/@\T,RU;3/U7-
$2\1&46$7BFY5E71G;*>M.E66]SA]DJ9_0 M5R)NE=49E-HC=J-D#1T]7P[2[KW.'Z",3ZW*:W%G3:KJ_X2(>(%0QK$:^[X> MZ''+;N*NIKFI08S&-J0 R:&>M"P;9Y;T";;]3Q
F1=,CO/9!F[;.UT>9KCV) M6U7 "NNEKL3GLL',NA%WK4WA)4I<+:QB6Q>R,.6"J!3L$Y@G,49,H_5BB1(C M$0C%B]X2;C_?746I^Q^NP1Y:"M]&X(Y,E1J;P<^4,RU>GK)%'59
U,"JX0=/ MP6DL.+(3O#?TMR!%%T*]=^Y35^"26Q,#]UVW,'B]O6 M7<_H"_E=!YVM8/-0NUF5/N20Y5FBYQEY^4<;)'J![3O*WAI]!N6<*SP Z!WYF35YGW?C&7J7-S M6-
3[7!*):].6#3S\R_=<+DTAW697P=DJJV'X85MVV18L61R*R70LQJ/Q>.+_ M7D'?@(DUX%BTIEVNL=)P"?
8%RE3TQ9D\%:18M5/VAR]Q)K:Y1RNN2']1']$TN,@2L20H*&4PHC+R:7H\O+ M'UX2Z9Z'>A')=R;GK^M]'CL01L.^X41L#E =JX]6P?%=G(-
M>"9DV(YCAF9%V0EXB>LI)ZRNFM>K=F".:+RM3-D== <%&.H\Q]SYX2$"*" MC3B6[H,%KWIUSW==)+\I#IA=YK27>H.I2ET+QA3,0F9IP[=\H[B#K!?
*/:QS&WZY.*H(&0O00)>:+9\".FM/^ M#O7Z,%+)->=OC'#^6F:U\):\,85@*^5?%L' O(#*EEK-Q:>(?;_,Y]@>&_VT M0Q2B0Q2JJ'+CN$)&3CZ):"O/-/7V^6(#_[[%/_] M#AQ.W"-
)'8:0PF2]="D/\ZVB0IT8[QG=&>JN@)2Z/:M)3TG/9X99"1YT<=EY MT$C\&E8=O!+D2:]R6!_L6;;;/]M$F "&T'Z#A3P7MCFL]G.+:#PY8T5/DZB3 M*\)KP3J^=3!2?#!IZZS]J\J9
G3U;0DF!-W%G;>I/A \|=L(1_35P0#)$F/1 MQX*)\ZG,K>K>&_;%Z%S\6JZT#VL.,W$N(F3EL!T6@%18&KA)N8"Z58FTF2JJ MPD;]?.ADJ.'H1$^%Q*_+#<(=I:5\<-
C94E>#UMVR/)O;QCOR^Q*0'GLK5S"8 MW%B9(0-1SM\J"SZH9:Y'XN.C2EL"^N)CYR1777#YO.WF&]:S!\GL*"?[J7\0 MW22EFB!'SUECD',O[8(P?
=+E3<;X36\BW)'?._C85U1T=$%Q($GP6,,Q AF M=PNH%@BBA.@4]!N!(40H"J D'#3JHM$71FND#A^-MB T_(2;11A2^!DP)9# M2PC!A(2HV25JF4OKBC0%QPBN>GARF!?6\
M]MFQ]/.Z .7K8ET2L'#PC#% M*3(W(=K;@G29$"+DA(;8BM*Q*40\R<]_SL)95%_"*3ZQYL<(C9.XCOE(2&8(S9\8'2P]CT*N4H8AE:-LYU,SW6? M\W;;:F#Z0^&[4/\;-O<[-
'J5%..D_!YE:DD8^L9(ASR18HN64Z26)A[O.-ZKUF+5']JWQS86<[[_[;'_2 M1'-\L#IK5N#TT@./>Y@IHR Q/=]AC$[>74G*.2%A4\F.!>61PJG4,[EVQ'?V
M>Q>&8X:Q*R!^H#MV'4920UXN^>:P)2H'@]PA/ *_3I+3J0.ANO,H6L'HR0VC MUY]#X0J;X"&@!WT5* P-3(M[X#TW/8EXH.]7H]B2#=*Y70BV!-H:Z^TWJA+H
MC%9/9*A/WA):OI4EHBO+=AU:HH[\8-@7G8M[T*_#UPULE"^U-X5]B,I_'E#] MJEP#@!SDVMC*A+ R&/6Q5':!8&!-6P7VN[O.9?:_FRKK==%*"O#4<=O?V_U; M'!1ZZY
G(*R>WOU7)DPFJQX;&!(W.6N$UFN52?M AX!?*NJ"MZ5#A+?4.K/L MQ>+F+FZW<].!G]SPJPZD,-**5$,XZ':Z6R<1P4MJZPS\KN=MFP'\2?,>2$7C M=H3L;O:!S
M.DTN+R>$TP)YL*5.:6_O>\7P4T;EPODG-;,MI=ZSH)J-Y-?3%-MVB(L.^S!(M2C;#X_T@/ X=OS^-^#CK\(ETT]CO?!NEYW=](W! PYE@E"SSR&W;"4*&DS9J
MEEL5@IO<%4M1M@6M8CK]@6I./IM[\+M(MM(I?FA##L'B$W4;N\W!ST*#HG>; MSED:5?9:O^,?8I-G!B#DD]C0\#:LIM<][?B-*,N18\21?$*+2H<3-#=Y2=&N MF=MW
:GKKOR7BP7U[J"3P\DX6BXX"!5^W.(KF(+),F^SUN W!M75@A1;A- PZ$K'VE[=-L*$(< MF0($@('@@02B,A+(JG_Z$XVUQS2LZCTMB@4_H)F^
MTD?/R>JZ9Q&J*M8M7.F=6FNWT+GP:IBB;Z M:PT(\<$'PPJ"&#AGR.&FY^ MD2[W42>@Z<6P#%RZ\-4MB^KYH1827QO[!H#SC'B.L4O&KM,;ZVVKH))291OV M-
=IU=-9SF)#9VUKY$T:7+[='^F[ZKB#.UTUFE&(&FQ5H[S9@=[Z,&!WS!"" MW9\R(T?-K%R5>SWXOVHJ]LK-/;6'R[-P0"'8Z)]C[%J\#]DW MW$$)+SI;$3\"8A'7B0D^]!?9-
IX+K]U"]$'=FV?54'$; M;C_>Q(8LD/16SC1XEC@;@J1*P_O-+AK#/Y.@[O@P >P='I(/4%.LWP"1348 MYS7PC LNT[RE-HWL3H2X=Y<35.;.@'4H$PM-H56^O2,7DD(H71DHX_4$6FA
MG"BZ?#!03SWLE9W[W29]EFJ5]^ZI#"Z#=#%Q1ZLG OAY&\]'#L69OPH1_O?8 M3B^3'M]>EVW_%NW;H=C"[(B0P<55;)MV1%G/:F-M5(EU6U6Y+PIC31Q?_6)&
M8CKIYVUN#%+K#BOPE>_NLG+SX[#.NI6/%%)]R>M;!@.-T(.EKL&T)9DB2?4 M58*NFZ2VCPO/1 &PW@=(LU;GV1$0'1M][_Y)TW4%N98-'_H73;J;)5^('=>P
M89SF_H%+_WQL1R)RJ4#W8'BK/'ASX-F?N;(OT>>Z&^!+1D>BL]EX56M+(_U> MV>!"%U-/B)EZY%,C6J-CZ<$^@P['R1W8;NCP=)*<3:=JF=QGB_.$;2YGO_FR-^-N(/5*:-2Y3<--
AU8?>X=YF:"Q6Z,DY&@QSH M[E7'M_%6^I6[C-T-=U?:;Q$0$2&E/QU6QW\8M_+A4 M@J4!^#XWP!+^@1C$N_KO_@U02P,$% @ EXMS64 1,!ZT$0 VC, !D M !X;"]W;W)K&ULK5M;
<]LXLOXK*._L5E+%R))L MQW8NKK*=9#>UF1-7/)D\;.T#1$(2$I)@ -**YM>?KQL 25DTF*;.=:ENK'!-44B[O5*YV;P\F!W$!Q_T M:EW3@\.+%Y5@#L\JS09PN22NW
MM<5;C7GUQ95TV@FS%#=6.576DF7UZ,;D.M7*/7YQ6&,7&GN8AA6O_(KS!U8\ M%[^;LEX[\;K,5+8[_Q#4M23.(XE7\]$%;U4U$4?31,RG\^.1]8Y:EH]XO:,' MUGMO5[+4?
S&GB;@VI0.SF6=N4JFZN5!17O9.W5P\8^_S9Y.GX^P=]RR=SRV^L7;LE96 M%SVRWY;>>\'/$+&CRPT3.[J'^&.MX&VI*2I9;G6Y$DTIFTS7*A.I@5&4SG* M79;N.ZT2\458)
[%E)BR&ZY#5MAH$*3E*O^7M3UK1#937F5[ER8J5*966> M;^F]JFH_MP9-'TNF@;7(-G]9@(M4BD?_^-O9?#Y]_G%R.Q'_O+R\X>^SYX\% MF,)LSVQ'I.XQ2Q93-=8ULJQ%;7@CVQ
A],:J59/S0-Z07MZJM+&ZUF'$ZV_I M6I8K!4,L"NTXVD5Z;E]?1THFXEK9&E%V;_-,NS0WKH%R1$EOB'5((V\RS_KW
M)3TFY%8F8BWOE%@H5?:T"/&80M=8>2(N>2:TD6\3XM2IGU*W6YLFS["!H.P2 M"/_J505"V7%T8R# MS!$&R-K;WU+G&,&[F\8*R@1B-GWR[PE;^:\9=B?(5O"D2\HNB,4T7[L:(R/3
MH*6AE6%=8<*.)&19-MC@QP02#".)/F$J788X5\@2>9B&)@)&)&3V&?F'IR:1 M*O(U#/5V%BP5*47/R$T+V^ $2N9"*R& MO-NILUY;I9B@$@%,%#X%>?W>4A3P"@Y91)
,80\ML9I])D,P() 0Z8N;J&\5 M0 11%CEJ()]H043.?1,ZGHBKQH$2Y\2?^DY^,39!C$PGK6^'I\&_15@XO+SV ML;,-0S +*9PAF8!0D%61.A9YE
BM+M.OC;8@@8."N@/@PCMF1:7KTN1F%6.. M=$Z!K6@"VFMR)>E1!IU;.+"D $Q6X%H'4N6=MJ8D?9!N3-YP8$-H@@7@(?D]
M.8E:0DYD;QR_=>'%NS0I6S&IOU5C:F&,3,%*@A:RHP1:-Q:6Z!W8RA+8D^')6D$(W%*C^.0J;98$%'X@4C])#B M!/EK:NZ4=__^OV*SUN!W0\D@U_!8L$@I$.-*RH-
=T#=9@WPL7;66>:U3D;(A M$H^'E(&9S4K5UN2J*0*3?A9%SD^*73&-7NI=,?*\I]?HOJ0@8M2:SS R4NV_ MFXW4M1S**;!%D^V!]",N. M+C",9>^MBAC12QBG 1!LR,]A
XR1R'U*P)VO%"QXSF6,#>)1+XJW3]LX3I9! M(6LVG?Z]2X)%0=Y4F_0+/:/$<%M!HVH@8_@7[7JN=AG8,V26J:PD *4,Z [/SQ,<'1.X[V+A8-%ME?23B8!Q\ES"GC^9O MU,(VE.]G)S'W?
>2(R7E9V:*%OJU &!\2; ;V=9PD4@[,LH(I?4/&8+I_$Z>3 M$\A@#Y->WEZ+L]F44P!FO4]K0\H*Z"TA;65J!U*0[. '\)ZU>(-X+MXBV+^[M[F3[ZIJATR]-
$EA@U];UW6:30&J^ZHX^%-4EK+A=N=S!M? M*I&5Y5C@2*@RSD,1;V;L!1M$,$4A#W\H86*8KW(XV:;:IDT1(W" M7S*57JLO'I8]'HW'.[(N0SX\-0H[AE^?Q'WM0.;>XPIZ MWG>B&
(;9>D<3Y6D;04Z_UP(")^R4P=.)FW\:DQ'!0^%D=+T'>T CFS#H\/V9 MV$2)HV4W>A5'#S0>*,@?(:*&"-UMYYZTF] :[\F$8AEUX^$B /0-F;FWMM=(MU!7+?T2V9ZULST9E^X',&"
[[P?OW0T!D=)%A@0ZL_),A@.&F# M,?,SRJ/39'8T3\Z/SCA#=)42L>/5"#B0G)^=).?G/":0V 9-1#J4!G#UG"O9 M7$/KF?,+3,2K+HS4:VTS\160I?;U\7[\W,5ZXIK)N8D
6]RRC#O0Q_;Z:8TH M*:YSN0GC([;X=.T?=*V*T/CP^/OKMX53J$!_#,I]J F]JIC]QCC_PI[I>(M>G"\FOI971QDZ.5&H\YYZQGGW_$,KX@;"'8K@C4/@I?1=1YRCJ"%*9OMKG,$U)C<,
[%:RAD/)=EJQKH.C<#P^P I9VJW-"16\:E;NVYP 82C3V[6>W%X 1ON:,_L2XYC[=%&5] M;PN+^:(%;O ;D&DRFYTGQV=RS/1UG^/T0;U+.0]N$[PL@W<(3;->@89'QTK6'& M']Q
T"%GR@%0\WOQB%#Z8T"]4<L ;1>^">I]\%&QRIY(*F40CLJ&TRAEXM ,(*)0 M-C4U54G<88Y8%#1K]A-.0?O?:;/ H#G43L-!87X ZSN6^BO=-[P28.T3ZW>ZSUV9?
<&]CZN<#6^H<%[+LT8R2' M4RE?!S$HA-">D6USW**JP9_>57)+M7\;K;G1U0WR>&TG;)^>'B7SI^=B/CM. M3IY.Q3R93O'D9(Y/)^?3Y/SIF3@Y!?(\/A-/SZ;)_/08V7LZG=
(_<71^GDR/ M1]LZL^[>P6STW/_BH^]"O :*(^(&H='X$L.![_ZZ',+]26%KN8,'@OZ,E8Z3 MZ8SB?WNF;A4#)=<[5B2T54A@,Q4I3<3G)EN%(\9P,M44E8^H7*Y+[_<;N'F
M"W56Z#RH(^'"#CYW+B2P,3&>BYUW#J=F M:H%Z-U?44.V5V+GVA/&1F>_:Q%,9#J#QD"$ VY9(I!3J_V+WH)JN7=7V<\>+ M^@E!VMR+MA/C?
2V3"WM1A/.&+Z79H$99J;XD0Q_1*S*T;10W!AFNUV15.WT4 M.@_EQEX\P^6Q>1W#@C^C:T.?4P^3.%HSEO2'Y_QG9?_^9,&RD' M \(O7,_Y@:UV8%ZHP_D&1[#
[6\IF*T=;>P]$PN&0R=&K#8*])G1OFZ(G MHN0>C4LK"T4W&IDV/Y(Q4CO=NR5 //YSO6M 0BX(&/)9Z@.;>92/"K.*P2 * MRB/^VH.BT-E&_#4[Z*5MA';1MFV>TWGDWBT-
@&1>V1,KTG"5J7=UJ5,5:X7J MV8YT#SW",9&_F]/=%4H5-U/CT9HL0XN?&MQ2^Z-Q.KM)?'IER1R$3Z@ MS?[1UD+5&X*#L45"!3:T*MF0?2[J"5-0X@'YF>\GDVTD+3-#!M
%8;Z8H;\V MT5P*"=A"Q^B]T69!3BT]N@$>]PX!5+PWLBGWQK*>73?37\@PE.?H8&)!EW*? MB7=T643,GHE+-GCNB@3GXVY*YWMDBAYY^;X]+?BU,?X87/O3G'#1-DC/ST&!
M4H;4.K3N)) P_T42 GO^')Q/;7:)\D@" WL"BK5&:RR=9<1;"+N+T 0'H>?2 M/D#:'N_/!Y;XCBAHD2@Y!F0 TLUR29=Q86IW)D?X%MQ/7Y)M,:KJ3->A(..[
M"#MD/.;K187)5/Z$TSHH:HV0=_0"=7I5;;OQ3?!]FY,MJKODBO2T7-:H^E%M0/[G/+@1V1HP[X MAC?O\OA GA97!G_;P!P3ZYO+VZONMD WS<5I;-5D[ST"N_-[5*EQ9-)CYH', MS-
58CI<0;0O/J2;'GE:!EQ;G$3L(/81H MLK[F]-=6Z=9:4$(@+/,UK*4S9SD"_0]|/[= M;OB'Y50OPRR]+^\:)^V/URY M]#_7Z(;[7[W\+NT*8H 7+#%U.CD].1#6_Y#$?ZE-Q3_>0(BH3<$?
UTK".VD MWB\-!!2^T ;MSWDN_A]02P,$% @ EXMS63L-7=OH P W0@ !D !X M;"]W;W)K&ULE59-;^,V$+W[5Q#JHF@!)B8IZBNU M#<3>I.UA6R/.;@Y%#[1$VT0DT4M2
M5T+5P6S2VI9F-M&-*U4MEP;9I]J$>9G+4A^F 0V.ACNUW3EO&,\F>[&5*^D^ M[Y<&M/& 4JA*UE;I&AFYF0;7]&K._?GVP! \PZ0O0.8H4^Z=CN+;NI"%M_ZCX'^W0N^0
M^=O(OG^N[%[DHGT6^&W:WWG;"++C9+669D@1^BCSWD);2SCZU6AKT76>-U53"B<+ M] =\;N;0JNC]K=&?FXW*)=HTIE:N,1)]0)3C+$M/!7*J)#AE8;O2)!I]D3N5
M0Q&C,,8\9,>%#'J(PRQ&(29A/'JM@(PSG*8$16&&4\H1)W BC@<[#R/,8M@G M"8X9&0T=1!-,"$$71Z%?CL+H5M6BAH!*"5^1"]1^__SS-E8B8:UTP!1'288C MSA'#+"&8C1Z$ MW?
6U?BMR52JGX%$BG#"&8WB'BQ,9GH3#:\8I6 =YM!!/RHD6N)!//BD)\",4 M#O7"Q_31G:QDH3J794=$U5OT&3*)*.(XRCS]"!Q>98YY#!H-6VLOGT5B*,.4 M4$PSS_=53C%-
$\Q;_$$^B[1ZL5#&Z!K>,X/RH'$"KJ\RPPF\SF%Q*8XAMH")?;%C"EK&PFR37!*? \QCED&\#1! M;WV\QB+TOAU@:^U@'+;B#OY_2.,/P/Y&:W=4_7#/YK9/U!+ P04 " "7 MBW-9@@?
3T5P$ J"@ &0 'AL+W=OO(-1@: '"NLM29ANPDZ[K@!1!DVT/PQXHB;;84J1+4G'\[W=(MR8Z3.,;Z8I,\M^_<=,YT*]5WW5!JT&/+A9YYC3&;2]_754-;HL=R0P505E*U
MQ,!5K7V]49343JCE?A0$F=\2)KSYU+W=JOE4=H8S06\5TEW;$K5;4BZW,R_T M]@]?V;HQ]L&?3S=D3>^H^7-SJ^#F'[34K*5",RF0HJN9MP@OEZGE=PQ_,;K5
M1V=D/2FE_&XOG^N9%UA E-/*6 T$_A[H%>7<*@(8/P:=WL&D%3P^[[7_YGP' M7TJBZ97D?[/:-#,O]U!-5Z3CYJO<_DX'?QS 2G+M?M&VYTUC#U6=-K(=A %! MRT3_3QZ'.!P)Y,$;
M$@$#GW"N.FD QX1-RIU1 M0&4@9^:?A2%BS4I.T4)K:C1&7Z 4B*C1)RGK+>,_H>_@HW7X52S0-=,5E[I3%/VS*+514$3_G@I#;R4Y;<4VUJ7>D(K./.@< M3=4#]>:_O NSX-
MCB!SAK8E58?TH6M:#2^A>XE'GY34&ET1I79,K-&B MJKJVX\30VE7E$I[X%FTLA/F-,?'1Y8XG68!BG&<1 MSHL,A1$NHA2NR3$]L@CQ)"Y0F. HBW$0A:-[:2 ![*FH25_4%RB.
<90#GF3B M/,9YD.&HR&U 0ISDH4/Y@JW >5+@#+QS84OB"<[2!)VIW_10O^G_KM_UT(^G MBO3GM8SV[3WZ@X@.9@X:"LVZ'>%LDKLL+#L-RJ"HH(Y+)L@P+B UFKGS^_#
MA#B&*&59,'I5ME9;@HL\@5SDIPK]&1V4C>X;BEI*[(<%!IRQF(?DD'U%V \2 M9Z1D'#!0;>E="^],(/2Y2G,3+L)52,X0Z=R!@/#>DVU83# 0$M+H,S*'?P+ M&+G.MC6DN_(;-

"PR$I'Z&TP=1]DRTUAS6\H? *_]DH_1S9-HTR-%#X1W/0+Z M:+L=;1N)X&!WAA<,VG3USM[I"*] C&,I7T G@4%L. ^3 M_0;#S4]9CP-]JE|(<@7T3B&F&UL MK59;C],Z$'[OK[#"$0+)N[G?]K25NEP$##X@5"X<'Q(;,3%N+Q ZVL]W]]XR3 M-%N6;,5!O#0>Q_/-_ .-.YGOI?JF=P"&W-:5T MG9TQSX;JZV$'-]+EL0.";

MC50U,VBJK;L,|:SLG,K#3PO<6O&A;,<=WM7:CF7K;FX@"M%=%O73-U=0B7W M"\=W#AL?^'9G[(;G#=L"]=@/C57"BUW1"EY#4)S*8B"S<)9^1>7L3W?':?B/ MPUX?K8G-9"WE-VN\+1>.9PE!!86Q! P?-_"]LH"(0WO Z8SAK2.Q^L#^NLN M=\5%K7K)H>PLD<4L*&M97Y(/=O8,BG(UC{2G>_9-^?31*%*TVLAZ< MD4'-1?]DMT,=CAFO&'8'*

*(,MY]H(IE2V;8?SUV#,:VG M6PSXESU^|A^3MY)87::.O!(EE#_[N\AU}!P<"%|&)P&OH3DGH4=)X 71";QP M+$##8X86/X UYZ_O$6:7)E]5:&X4M\W4]Y1XQFD:TU^A"-ZR A8/W1(.Z 6?Y M]{F?>/^>X!N-?*-3Z,MKO)9EBT+)#;,T(%YS)!X;Q(-!O*D$3H:83N!_QYVA M4@-]-.A.KI=0#(9/9U8[*V X6SV$^H=DU$L]FD4!KF,:! G:_NS]9L,+L%% M.|QWC=0R3 *8$AE9P Z(%DE/2VF0I_>Kv:&GN3" 21GR{8H+EM-_MA#2#_)<5D\7K)+H#9R@O<>\"L+#"Y;@N9/>;-G&F$O,<12-"9!9[CAO{@"%@6Q9T0I#>5$1(K M*[^?*^,'P6.%O)D;M<9=O@DL@H8]QS/0Q$" PPM2[AXVRY/Y0N4E+|;&RB0. M4:&(3::AX_G!-A0=?AT=(0*=.ID!3YZ]\+W(:,;1=X'U75OP.O)A*YK]-:V M63LDN@'HJ>]FNX 7[<"+?*

*AAX.!\TVG;B?T;6_^,M!C0D*5M39P(RF,%$5VB]$@$$$(3UE$3]B5G/NO7M4N"$MR!"\?VI,_6CMORH"= Y$93 M?P">&_Q>L$=$QW9&.^QGB?/R_<4!SH?S7-*

*94.T[\+Q.3_9LO0B>R8BR5&B>Z M:,UJQ52C&9JR;5-,5E/5)Y#U.KQ&@E_-%_]UK<]_^2!:4LX8:0=MEK*9,E6 M"':TO).(\@YC,C845<4JD5 I3OQF33R!"E+/D\%Z:4=E5]41^U,P&.Z:|*

<8X M;[_15DDX=ZG5OE)G 22KAW(!UXDCVX(6LI:84Y#N+FFJ,N,\K62[=+(45/U M2>%W6@CCJWf.JHW8^P5,H3B"| %BH]1OABF&<4;@MAK;C3BD5!A-+>B%@J*C M&4=!8.O-C)!)7@ Z$2#1*?VI"C2T0"3F # _H<'M68?U%7F;"+Q;$&"!+=D"QR"L"7\L9"9_MM*DO4OD@4V"1@;93.")ML,!107%DC,>]H1D["0T6'5,Z2.$(5;2O,36U)F7_.M9*MG,,.]28-*

!&;%<F///9/DR1!0/XB&,3,B11X1O6'CUR\SWID?5$\2/\)VF1 M>$JT;-S0K7K)+/F#22.@ IV0(?S1)=}]NJ?\EO8@E%,7CB,2%S%HED -|M,EF<"ZX)-R@>5?*?F,\A +LDES_W5%),719-*

*O:&WTFR%,[*N*)W/6^&^BV)42]M 7KT30)"NZ5%3H97V\IXM\0@)H2I[M1K[@*158T-#9X? MBVU]VT:7-I2'M$6G,8MGZCML9!E($+_1GC%RTE85]= @1$;0;,>U3?^-&:]*

M1:&%/%L RFP_/"!F-2ZG?$T=(94)C&1M<,,%/$4]'-O"G"TRI?3FTTV!+?V M#-D65+9!SLWK0[\RVP4(>H6Z?)V4!>8#]'5CCY5],KQE\ 9P7.KV1)ABL4"/=2%YW-5Q>28QE.OK*

OD[)R2"<$W+Q6:# MIE1MZ]=],.",Y&!PMIU0'$+6%8SYDPTRZ9KGZV!L4=0Q/'RA0 [*]F6M/C::A33/G/!5=4E]N "VDJ;13/5L[?>^$ M&]S0,]-6++)B7/] M+?.'%%UY\ MX<7_)U[<lL^G|

<9'G%SH. ,IBCH-4=OO.?W=_FO8F?'(!"AN/Z5=<0VT5]AM:M 5W- V'3-O/4 ,:B5]7Y)#17=:URLUP)\)DF 3Q?*&2UO. -^F^$1_\&4$L# M:!!0 (-)>+EPO=V]R:W-*

H965TT_W[#@20:#HAP(]/=SG.\?%HS<6C7 $H\E+D1!Q;*Z6[")\>1R0H*)FU>_M08DK"RX*IG JEHZL!+#4@(K<\2B-G()EI349F6=W8C+BMLF-@@MDM12*

M\6(#1@=%5C;_[&6S#WN (7T#X&T GO'="!F7GYABDY'@:R)T-++I@4G5H-%< M5NJ7,E,"5S/$J?WVZ!;_C\-_ANGNI.O9(_5W.I!%;)WV,Y-A3!<0I]+4K9G1]S&HGV7&K'0J]W4Q!Z%7

*M'DR)8Z%**E6E6+0OD$R1@0GW7O!N?>/VA&_5C2LE'XMG4)X%-AITO MNJ"0Y5Q>C4ZB\)XO_H4WBR!(I"_%(\]+D9!4]1C;_(Z_^67]>HVHFA?S19'+*

M(DWBN@;VY=<(ZA\FZ9L"0)R@X8RV,F]/J.1M9-W4'?T_^"\G'(03$OY>)/R ML3'E'_D]S]>3J.2Q^IW+M9_DX[BAP= \&T'$\V.9X8\S/=K%NS7+-RO&35^PT.3 8)IR? WR?"-R?

BT3$1,KM1\^4A^?|>$ M&RYZ+YN-E$-_6TA8@(2%2!A%PA@(IHG$MCIGP3KVPJP=-4AB4%H 1850&H?2 M&(JFZVS+P;-T]%U62R^D6)5.U=JI,;NM8@NS92#M8*D!2U-NXZSZC*

[!0;;_M+872&(JFR\#'I9_893 O\OJ'3ZW-R7NU4)>]0M4K=6.,,D./5@62%B!(91& MH32&HNG2Z1Q$^^>@6H@WU$&T $H+H30*I3$43==9YR3;9BQO@D M7ZQ%4ED.:GVZ2-YR<1UQOYND7O>SK&]T7AW004='4/1=&UT+J1MMB&JY@/.M]56,)!=JWOF<-QK@Y*,E\+44]*HKI[=Y\4:TG":)46 MCUR)RECUD%;>'$H+H+002J-*

0&D/1=,5U}[@]/GK5@S]GA%H 1850&H72&(JF MZZPS8NU7G-A_H>I!;5PH+6AI6C65+-<9[=Z>ZVLX\BU_/-VM>U!,%T73U=$9 MN[,9V374O>

<5[|)01TA3V&15]]2B3Z[3LK;&C04/:;[.H;0 2@NA-_]E,11- MEUIG6]O^T0L>U/.&T@(H+832)3&4#3]T;#.^':,AN>_4?#,(SA49U!:T-*V MZ]AHXOC>3AD+>]J-*

IY85\'7;"711#$73=&U8[9K'YZ],"2YXME%HEOF()% M_E(+NNIY3UZ7M86:AT2CCH^)U)I>B@V3BN M]^$,_]@V4!-\9;F;ES]=<^+O6I5IM.+0D3$434/S9V((9A,,4<'F0ET'D0I)

M2IYHQBH&],2AM !"Z$T"]4Q%$V77>>/,Z.C55&H*PZE!5!:"*51*(VA:+K. M.E?_98,$7Q5V>O/0HN)ERL%:@SG9+VWXPU+-LU_'=9TLP]&L-I3$43==!*

MYUH[9M<:4>;>1^5:1"EAD22_)7^ND_B5Y1K4QH;2 B@MA-(HE,90-%UXG2'N M3(}>Z!N.)060&DAE$:A-(:BZ3KKW'#'_!3WOH4.ZFA#:4%+VRYT$W\Z\OUG M=0YJ5D-I#$73__-*

L9U;|KYC5B5T,E0N%E0PY%Y]8/?L"3-PSE43U!;.*6% M4!]%TAB*IHNNLL[=2\@USH5:WU!:.*6%4!]%TAB*INNLL[=5Y\)/]"Z- ,/ ME@W4R6YIKUB2>*

[6BT)$Q%$U^]8.$&;G^D82\`TM,^5@%4"]9"@MA-(H ME,90-%TKG=_L3HY>G:#V,I060&DAE$:A-(:BZ3KK[&77_+SU(=4):A-#:4%+ MXPVC O7L?07NE4!I#T70E=.;P:S;

*J^JTDJ!7)Z@!#*4%4%H(I5$HC:%H^A9X MG4OL'7TO#P!]#$-1 9060FD42F,HFJZSSACVS(|"!+9(M3@A=("*"V$TBB4 MQEJ:=@MNI.],28 M\FS@#X>S0!]J&;]8+H'<&?*

K;FI9V1)8%27^GA MM^BR-5R2(((0$@+'CPVL(,L(^-7X5F/V&I'$V/Z^1W_G;$=; FY G;L(OQK+1 M96_18Q'$O.SL)[7]%6]HIH07]LRXOVQ;TPY!+"R-57G-C!KD0E:?_[VPX\P*

*M^#6#_X!A-'F"85PSC'^485(S3)QG*E.<'|;<\N6%5ENFB1K1Z(MSIN-&\X6D ML-]:C6\%MGE+TK(A*V4#$%+IKGO5OVN_A6BDC8'3M=@=^4B,^P#UY3A,[8*

M3^SS[9J=GIQ=#"PJ0#"#L!9V70GSGQ!VSMXK:5/#?1811(?\ U2\T=[?:W_M M=P+>0N&Q\;#/_$_.:+/JM]#2&RCQS[^ C[^L>ECSNL&3>Q&#N\\1-X'W7" MI?*

*CJ2#Z%'.C,A QCYDQ0&XT&)"V.E Q>R-X;-.PU?LG#V.VF+'^Y,\;?:>$]#WZ0-WZ8=_KA M8Y")Q0#43PPJ^ZV,&F%"+@DZ.^:<;,0LLY1O F:4U-B*F6NA6D0#&BT*K.X'#*

M&K(=,_$GW@'6I;5[2R*PKL8\QL"H=O^^QD-&X1AUNRN)A!>|,++%J;.E4F MJ>,4QI38%H$@-23"6-!($JH\1U8G+NC=HJEQ*XEHBN80.R1+7'WGE#(&BM"55);1GMYT$&

[/2#LL"F9V>H)W)5 M/0?]0^(-1X(,<(L).")^*K4[!,Y)DA43?]&JQ",H,;+|+(5E5_7$ONZS+68U M*S*,KH[Y*#)A!9B^FQN$\B45>5\2T.EDQI'BFVHA%OZ+P0!5! &=S9:[7# M0) /0PR?*

U66UHZ'&Z,4B]$VW-5 &//!YRWE,.*08QFZ&$=&X= M(^*V-+9#IQ|G^8$[*]?-SY[@CD:HFS$3U$(S-2 M96 9#W 5=HJOT#(N=Z]?+?S1_"V*#\B'.XH-XEA!T>5XS!*W.875QN0=FXN=*

MA?+<#O%"8 <=8M%TB5$G3;_O&P+%%]WW#Z[KY!*^P;70)72(>1?CY>%8Q^A& M;WF]<;&KA0B+*5,%$U@W%L)48L(F+IOIA+8;"XF+#%8T6/$=W LA,#'Q"M!4 RZ1X

[!TE9T08D%A%7DJ@55!04B(-LWI/NLPGPBD'V+U)C(6F B M[tL-M8N;'%.B3Q0:0B|18G]+Y2 FS0FD8ICT$ACFGK6Y=DC=-14MO(J4>;*UGN!;C.A[KO)POY[WY|IC*

M9XR]VD153B;>_#_U=^U@Y$T>$3:=$S.TW>2/EF9G1CZW-%(K"-0>1.EX-._MW%V8&BZ.C^HZUYPVU^TK=\L+&PO=V]R:W-H965T-(LWPV$!G5,\7 M,BL?

*SP9X\/V## ^GO&D_&(Y'B^1>WLCFX^Z4F?#<C5[9,#-]T633=EOFZL/,C38O4_>5HG8JL!9CT-R+H! ^=$&=-V =H&N M/.O"NDR:9#RJ%N=4 M=9*K3WHR2=*L_AV]0A]O+M&++7W\?*

*#1OU>VVKX72M?,'2)CW:-W+Q M&M'@)2(!88[F$W_S2SE5S7'7G)K-ARK*3:AD$RKI].B>4% ^BZRQ1,9H1?_E,-MF;-WC*WCHF <2,V(-[&')YSZ M(60:@,2,-$2;-*

$0P4S^R9PF+X]UYO\_*\#'>^!B#3?KXA]RTK<*(],QW':BZ M&1PYX]<"VS\<[+CF, EQR'M\VZKIV.O;)SE/I]F>R>W7.'180ZF9$>O2CD]9

*MVS%H<8=2.U,KAN&J\NIKG>W\1P6CN_5HKYGHR[N&*ZZ8[ML.UUUF%$:BQY7 M=7"QU9W,%=M;Z|;)C2@?;H]HH]97UKE/LF.V@1AU(S0l;%') ^RFF/0<@ZE M9J9'"%W0.5-*

*&Q7:QC1]+(&J5[!4Q/=5G'<'4=VR6;TSC";-=9VXY1KK8>;F>) M+N!DV.).I.K- AJ(W?V&PXX'H>C;&A%=XXF_QF\V[KYII]-=ZBAI/MK;O M)!V_PVI@3U'CB:IQ!*C&$!MXXS*

(=F?]7C/33UWC"5R-]TNY4XJH66M]OMU+1Q_M9L"O?O#L. 4?$,T'Y)1\0$#Y $K-3(7F P+$!\2N^Y2',6>[-?<'#$U?-2$0 M.$(@=N4G) RP=37-88A9I+8./>Y2S0CT6$:@=NW'-

(A9L.NDPY $,2=]E$ U M)5 _)7Q.ZOEZ%EPETS1+FW9\.?:+9#IQ|G^8$[*]?-SY[@CD:HFS$3U$(S-2 M96 9#W 5=HJOT#(N=Z]?+?S1_"V#\B'.XH-XEA!T>5XS!*W.875QN0=FXN=*

*<9O'VB 8/Z 6.2/*1-UPNJ2QY2A1K>5024)Z#4S- U3\|:3\@0%Y0DH-3,5 MFB1X(?.^J681=BR+,_>=!D=_M[#4S'=08:?D M$0:*(U\]J9BHTCS @'F$V9C*

*>*X+GNV/?8<@$X[CG7A_;>@X]\$$$*!X!$#+# MU3S"CN419F-&3Y\X#+U]HGF^7GMZ(0_XH"RB90.F8.-)NP4{) V43*#4S M%9I-&:!",,,*

*<|#^AQ;#*TYX#*,4F^=:32)tEU8_/[*SB8H-3,;&E7X*5&%@Z(*E\]9 M"HT'A5N$T@)*8"BW!W$#L,PYC3N*

*>TN485#H/M&HPG|>5=8+RX5_80$E%B@U,QN:6/@IB86#$@N4FID*32P< MB%BX#2(]@]AAZ!W$FE@X'+'XI0Y96(")16AB$<<2BW#1V&,0W[WD#0=":+@Z,0O=<-B*

B!DAJOH!'Q+)VL!L;]#;$-'-MAPRW?@1KW\)]GU3W:5&C3-ZI9L'K4*E4JQ?;5B=-N>C>#;LMFZ;,N\.Y3&:R M:@W4]W=EV7P_:5|WV]Q>./X?4$L#!!0 ( )>+&PO=V]R:W-H965TRD

M>M0%@"'ID@LI]@ICJ'OZZR DNJ>K$#@S4]IDAHTU=K7E0:.U#), 3 (AGY) MF?#2Q)W-59K(C>%,P%P1O2E+JIXGP.5N1/6I[%]6Q?&'OAI4M$U+,.\5':.% MEM^RY*P$H9D41,%)J[-*

*WT1]/8^CN'PQV^FA/,"5+1*1^M\34?>X%-"#ADQC)0 M7+8P!DX?%C%R\O4Q\@Y$MWL^:*),Z2OA*E(_D M3@I3.'(K#L'6KD_2/WGX).NU&@B:9W A3OZ?VM)TZ-*

*Z[97!Q/@W8*F[1Z&/= R M,1.51)>DXF2_?]2DZ,.6U6117BQ1NO?PW"M>WF-.]EQ\DUM*%;A+DTQ.K-U2 MNW/;EO&6ID2>\1W-)\LU%RE1>B@VMMP)2E:%4YK8#H2!G1*66;-*

*)\>Q:S"8\ M5PG+Z+4 ,D]3(NXQ,.+W4PM9#P|^L6G-TOG"@<2@LOC*ZEZU[8$)9R5V5B)8#\DXX.)6#\U@'MW)PBT!+*

M9D58ET21V43P/1#&6J.9FR(WA;>.AF7F.]XHH=\RI:=F5YDBV88M$PKF4E(E MWX_].(AV0[\YWRU9TD"7EU215@B7X.WX,O-)7CU\^N)K?3D!L*.JXDNRHF< M$Q/=T-

T9<.$;X&#'ZW%?#+M?TEB[H\+=[,K:.N0Z.]>.VRGPW!-X[UC&%'WI M0:^A%3A* OC[@[8'5XJF[I^^6$MPKQ_J+N(0)"ABS-]S.7-?!H>N% M$_NV'VP882(K>?*

*JU]S]0>YFA*ZT%L7^$J2G/8Q{(F=I"$?2B X8\AJ[GAH'O M]5,.:HK!(,7?[I0@Y5;ZF<;;C"=\V/!-9) M05BG('S)/2 <,P\C@77R@.L\X''V -Q35GHQPH,E^T.S#LNH9AF-5O\13]%$*

M\+"TCJT0C]#?3Q/!]J/"9Q9_!="">&4>^@P]X]9A%GN^<(MA]^>A,PI%O#\@ M/G6MCX76#;_I_.A%6S\;M?>/A=;-1=/]T4CMO\+!%$O@8A_YA_W_,99=MHT'-M0.-) '3PQ=Z+

*<[<9=N(P+0&ULK5;;;N,V$/T50ET4NT!J72VGKFT@CMUV'U(S*FV|[ML.@#+8TM[E*DEZ2LY.\|I&3%=F0W!?)B\S+GS,RAR)E)+=4W70 8\EARH:=>*

M8B"W(!G+55)#4[5QM=;!31W0)+[41"D?DF9\&83MW:O9A-9 M&XWN3OA%M30V43)FBAKC6QVX-1W:-2+"?N=/!B%NPQQ9O91&"HV M,6!W&@-1E^1/_#KI"

*(GOTF9UXQS\KAC*N2?B!_$0^/RS(^W),"7K_<>7<@FIHXB=GSQ&,Y,,RO^BW,A"Z8S+G6E@'RY66FC M\(|TW<*C9>DWXM]=\9Z2S.8>@BP,*[\&8__A"FP2]!"KXEV?*-R(433HU*

MDTOLG;I]BC7(U'"MP[J:A0N]O&5TQCOJ# MMOM5B>M,$/(/H5=]Y,>U}6TYPC)EPAN\ZUF@"VC L?B8.R;_>O6'<'Y\ M+X@E/8GCBM2 @F,8!UFCEX%L#E_,'X-^X/-*

*T*M]/[45^5TTB+&TK70LU=YW#Z7HZ7]1|ZZ/QPK5<_C-]TZ_= M4;5A0A,..W05#$9X5533 S43(|>NR*^DP9;!#0ML&T%9]Q?2VGV$^N@:T1G M_P)02P,$% @ EXMS60LYBN8B P*

*B0D !D !X,"|W;W)K&ULK99;,],P%,>_BA40VB18;LUMM)5V <$#8EHU>$ \N.EI M:RVQ@^U>]NTY3K*L%[?;!"M8)SS]_]G'|OIKX2\5W, 3=9EP!7 F6M=G;NN*

MRN=04G4F^N#X9BID234VY%OA6K+|#R1$8O%X6J?\FJ MB8TP.%\H+%%GHL%UXK\OR4PIU9 M"<6TLAD]JF.?2&);D'_7V0-,M#H*.@=:!RHY;C<)2^ +ZUHT"M'&'&>^EP19*

MLK,6S\=M68P[B_%SY5(?"(QK0'9-3194,K%0A-O=;]%"4-[5D_5XB/?,^4$0 MAOX.@R4L2,.LLR,D'4+R2@1SOS ^>^]1XH$6^IH44LPD+945(MEW%V5^YNVN MA"4NS.

*(H2.T8:8>1O@A#TS7!PQG\LG;'^'S%LIM,],TDO2+W=E^_LZ1TH MGJRSG+WJK*G=T18#VBO&QCK;.UC\+ XCK(8=WY;.,$K2>..H:IR[&O>E^4CY*

M1N6,8=46,,54[RQ!=ME<_$U#BZJ^:|=^XTUV8M!N(G?.^?A]_9;@5\D&M #39%;Q4(V>E=77E MNBI;04'5I:B@Q#<+(0NJL2FKJHDT-R'NX&GI>X!66EDPYMWU2F0[*6G)4P*

*ME42MBX+*QQO@8CMR?,>IXXXM5]HTN.FPHDN8@;ZOIA);;NN2LP)*Q41))"Q&'MSK5_-4Y.O2WXSF"K]HZ)(9D++6 :7 ,.1XYE P"'3QH'BWP.&P+DQPAB.&T^G-M'=((IY^?W&\M.*

*[+,J8*QX#@8KE]UD]+HA%G@=DM*]3_=-?:P)_"C5P1(PA.%82-(+2@=3*+-:&:ID.IMD2: M:G0S#W9NK\|H6&E6<:8EOF6HT^EUEHEU]169TD<=:A8.MBY0%/&%?\/R06YGTW(V?*

*OSH:LQ@+%QLV:PFWJPX)7!9E!=DM#]2 (OB#KD MX[?E$\A0|EMY^+N(G;+'K3L@?4+7_%KD-4S,T7$G|=SI25NKU!=@+5CU.tH MCMR5JF@&(P?/E *Y 2?]\,Y/O$]=N/_)[5\V,*';*

*[D_+WQ55\(%GDE.-:YZ M1;5FH+KH;\O$6IK[89/VPGX2XF)L]KF.R_Q!&/;!7EOW(G+41HF^%MEN2U9] MP G1Y*P4&EJ"\Y,0ZB'BO6SA8! D!P3'55YW]KC-'O_3=-L]1QL@:,[920#Q*

*M4;1>KQ_'@P."X{(WUR!I.9*3UB 3AE$1]_R!F1]T@Z7M) M>!#3W;OBS.?E&Y5+5BK"88%*[[*1++*^LNN&%I6]]>9"XQU]'U?XE0-I"O#] M0N#>:1KF{FV_F^D?4$L#!!0 ( )>+&PO*

M=V]R:W-H965T]=JF3'&E)LSE8'$F;G2;=XJQ;U6 LUMM)5V <$##8EHU>$ \N.EI M:RVQ@^U>]NTY3K*L%[?;!"M8)SS]_]G'|OIKX2\5W, 3=9EP!4[_*

MLHG&NU:%$HD4I\%*,@WSB\;E_V[L!R3@5OP4L#(;UXQ_)5Q#DA 2V0&K!&U4.DEP\WJ-_M$YC\I,N(%KE?PI(AM?- 8-%L&< MYXG|HE9_0.E0E_!"E1CWRU;%VAXN#G-

*C55H*HP6ID,4_ORN)V! 8>,;\(!*5 M\%*!=BG0?B3@=YX1Z)0"'<=,X8KC8]Y:;G)T(\U;C'4JQCJUC%5<9257&A)ND2>K&.D2 M(6X"#9AM>F>^7M7"[TM8YPEAW6&OW?$?$?9TF=\?*

*M(.'7K>HZ9?4=&N!^(*E M4NXA%ED5&F7,TBS1-UCG;>,+S2 NXK A%ID5+=W<5&/OT)0:8E')B32RYGQ<:-5 ML#%%3N68 ,1)L@AR*:,>[#/?MV"%Q.T[R;7).2Y&4-P*

*!>P.L&8|$.I*$HQU-M"&3-$?;/N=Y\'EDSI/DGAT3]MLW@R#PWE|APV%3GF##=="/^^Y.F6\4BC!F?`MHX_.CKG0QLRI{>PVI"$F]Q P*I^CY2$V+UQ#)TX:G<+W2$6.[2,O,@S[)4D*

*M>*W2C,M{!)NQ@"79+;?&0D&DU%[,8VO=,S=E1M[0?K)%A$I3%=&DU1SCR&:% M'36\WF!SCE $H]UT:W=&"#4O!0'B463M+#J#4T1CR$WLZ@_\RDDYFD&=A;O6*

*MCZ;EF7.XTRF,148>,9P*06/?D2P#[8XX",@6BF,CX]@IUZ[0&70<9S%#Z!:$ M/&.7N$"B_B@/" ,0W65=D7/.BJ[.:],3!4ZNWD3HD:LTX6CT?!]\6#$C%A(*

M6KG0E)/HXSIB+@2286U;89L+[?\(9> 6FV,6$^!W\$$P>YB;@F5TRYJ5:TUP_8SREFARQ;[0QNHBGZ86L9Q5>$,'0S8|'10E MA.R?HOG:=3YGPX>

*[$)4NW(Y*T:,B/$MPH,F#DIB<;C_&]Y.2B}/O@*_W579/ M$CC3EN*P)G[[?3!Z* 6D@I26*JRU*8AE9 A4%LY&\HB"=Y,]V=877LOI:5E_+_MZD'+*J|[K:K_ZZHZKJ\]__*IHU<=M7NU-?*

*L:.\PV'&Q=-3N M?71N<3*L.!F^B!-7*G>_Y*@%\)>2X5-*>H-.[_V(D@/W*>A<2.+_ D\9'"4P^Q+/+TT'11L?"FV;SHU?[_Y_WG?U$'O3YS)LR&>9QYOO$,I*

*MW>8E>. EJ.5E7)RV0.0.HX'CYW&ULM5IM4]NX=0XKFFRW4V;8)+;CO+3 3 G;7O9*EX%[^=#9#\)6B ;;\DIRTMQ??\^1'3M. MC(^NEAD@L74>G9=`QX]MG;R%?*

*%1+QC3YEB:9.NTMM<[?#P8J6K*4JK](609G M%D*F5,-7^3!0N60T-D9I,O'"P_$@I3SKG9V88S?R[$04.N$9NY%$%6E*Y>;<-M)6}]VO-ZVP.W_&&H*

*<#@[*2G#^R.Z=_S&PG?!C5*S%.6*2XR(MGBM/?1>W\1 M3-# /C/B#L[7:^4PPE'LA'O'+97S;&Z)'+&&11@#^.U9LSI($O<'ORO07'CTG*

M&NY^WJ) ,L%#,/=4L;E(_N2Q7I[VICT2LP4M$GTKUO]A54 AXD4B4>8O65=C MAST2%4J+M#(&#U>E?_IMRH1.P9>\(2!7QGX^P;C)PR"RB!XJ<&H,AB9S)2A*

*MF#Q<4$W/3]18$XFC 0T_F&0;.PB?9UCW.RWA+_<[?78E.*8(S6+R16BFR W=_MT/N$D7<73%>]"\R$_G]H*\>W-T.M P(9H-H@1\7H+]3X#?L.Q/@N$Q\8?^*

MJ,\PFY^P2(P]XQYT##8?0)AUK'X=]V_P@B?Q[C6SY)26!3!?DZ]7.((<:L:] MOf]"!%&W6BX(:^KG$;LM !@\D>5Qf?+8ZO(?5*)1 ^D2+E20FXJ8GR$ M*.8B6S&I.7:*

*]NC7:Y;>,.]FV|JP3O79].)K)6122YV3BM#%,7 ;N"'*P5^+0. M?.JB,4P/F!@.9 ^/A'E^?&]7R<%9]!.+-Z^$6L@*QSFG/T|+,4I4ZNWR9*

*MK,"OK09$CL%8&O&%SB1XZI6<%YRAV5VCMX'?TB>>"H?;G:4;B|)9[C> 8V]B1>& M3{1=KQ$?GO42?_:%HN"%6.X+'CV2S]=S*W_M:*\NXK\A/|Q&?*

WB!6P9;]$U@Z^D36>7=>\E,&'&L4#73#>Z[+/#FM[V2@9SRYESI."D5L>/S:R3K-' M.S>M4\NCR.T=N"-'O+&;KGI5/:X0FL'WP@?SRHO7LS-R0'I1M!0'^Y+@.?' MM?UL=*

*(IG%RW*3VPB/+@2286U;89L+[?\(9> 6FV,6$^!W\$$P>YB;@F5TRYJ5:TUP_8SREFARQ;[0QNHBGZ86L9Q5>$,'0S8|'10E MA.R?HOG:=3YGPX>*

MSM':DQC'CV+;,C,+9 M$SK7;^2.,Y<[MW>?CL!TMFI?,5HQ7UI,16COB1CKYH5LR.Y5/KM#:P3?RR;<_ M3WH5QYW//W

*[f$)4NW(Y*T:,B/$MPH,F#DIB<;C_&]Y.2B}/O@*_W579/ M$CC3EN*P)G[[?3!Z* 6D@I26*JRU*8AE9 A4%LY&\HB"=Y,]V=877LOI:5E_+_MZD'+*J|[K:K_ZZHZKJ\]__*IHU<=M7NU-?*

*L:.\PV'&Q=-3N M?71N<3*L.!F^B!-7*G>_Y*@%\)>2X5-*>H-.[_V(D@/W*>A<2.+_ D\9'"4P^Q+/+TT'11L?"FV;SHU?[_Y_WG?U$'O3YS)LR&>9QYOO$,I*

*MW>8E>. EJ.5E7)RV0.0.HX'CYW&ULM5IM4]NX=0XKFFRW4V;8)+;CO+3 3 G;7O9*EX%[^=#9#\)6B ;;\DIRTMQ??\^1'3M. MC(^NEAD@L74>G9=`QX]MG;R%?*

*%1+QC3YEB:9.NTMM<[?#P8J6K*4JK](609G M%D*F5,-7^3!0N60T-D9I,O'"P_$@I3SKG9V88S?R[$04.N$9NY%$%6E*Y>;<-M)6}]VO-ZVP.W_&&H|*

*<#@[*2G#^R.Z=_S&PG?!C5*S%.6*2XR(MGBM/?1>W\1 M3-# /C/B#L[7:^4PPE'LA'O'+97S;&Z)'+&&11@#^.U9LSI($O<'ORO07'CTG*

M&NY^WJ) ,L%#,/=4L;E(_N2Q7I[VICT2LP4M$GTKUO]A54 AXD4B4>8O65=C MAST2%4J+M#(&#U>E?_IMRH1.P9>\(2!7QGX^P;C)PR"RB!XJ<&H,AB9S)2A*

*MF#Q<4$W/3]18$XFC 0T_F&0;.PB?9UCW.RWA+_<[?78E.*8(S6+R16BFR W=_MT/N$D7<73%>]"\R$_G]H*\>W-T.M P(9H-H@1\7H+]3X#?L.Q/@N$Q\8?^*

MJ,\PFY^P2(P]XQYT##8?0)AUK'X=]V_P@B?Q[C6SY)26!3!?DZ]7.((<:L:] MOf]"!%&W6BX(:^KG$;LM !@\D>5Qf?+8ZO(?5*)1 ^D2+E20FXJ8GR$ M*.8B6S&I.7:*

*]NC7:Y;>,.]FV|JP3O79].)K)6122YV3BM#%,7 ;N"'*P5^+0. M?.JB,4P/F!@.9 ^/A'E^?&]7R<%9]!.+-Z^$6L@*QSFG/T|+,4I4ZNWR9*

*MK,"OK09$CL%8&O&%SB1XZI6<%YRAV5VCMX'?TB>>"H?;G:4;B|)9[C> 8V]B1>& M3{1=KQ$?GO42?_:%HN"%6.X+'CV2S]=S*W_M:*\NXK\A/|Q&?*

WB!6P9;]$U@Z^D36>7=>\E,&'&L4#73#>Z[+/#FM[V2@9SRYESI."D5L>/S:R3K-' M.S>M4\NCR.T=N"-'O+&;KGI5/:X0FL'WP@?SRHO7LS-R0'I1M!0'^Y+@.?' MM?UL=*

*(IG%RW*3VPB/+@2286U;89L+[?\(9> 6FV,6$^!W\$$P>YB;@F5TRYJ5:TUP_8SREFARQ;[0QNHBGZ86L9Q5>$,'0S8|'10E MA.R?HOG:=3YGPX>*

MSM':DQC'CV+;,C,+9 M$SK7;^2.,Y<[MW>?CL!TMFI?,5HQ7UI,16COB1CKYH5LR.Y5/KM#:P3?RR;<_ M3WH5QYW//W

GWU:/CNN[6>C='R[TODO>V3D&AJOL!/3Z;,=5VCMF!O5Y$_= M$M.I5G*%U@Z^T4J^_WXIE.89 M^3E)N/UYK!WGM>5SA=:.NE%1@>>4NX%3>>0*K1U\
(X\"^[.B%RJ$9U"^^MV9 M\CM>FOB'K=B._J*5T0Y_YW657=K,64SE"E\:_YKG0NHBXYI#*JZI DE-/A59 M3*[(C7TQ.'V$Y JMG9!&4P4CMXO!J;QRA=8.OI%7@?W)U$O?
7H8'KR6]R<2? M'MSXV:?[#EZC5FH?:51)8%5;V^\OC>9D1R<,-;'9+WDT9*L*>!(_L A ^ P5ZK J!11+"HD MUR8&\YD1R7*Z,4L$ /62F?>RV]>R??(G(P"\?:$,8!0P-__#3.+@VJ?*N!4G
MON65+*&84O2!9E$SL(P6LY8I] ,.;C#J/,%\K;E>FG'X1KA."GV0C!E?S7FH M6I]<+L@:BL-P("YQ-*HG@\L_Z "D4&G1#7*,1IFQE QW_F!TV$4Q")AZ-R,(M23,@!\]-7!# /9[D,8";'
HHAV&?VL9Z>S,W-6K%4Z>Z\0<*!.MGA2^;(=$Q M5U$B%(O[<%4"RO]2P,'IENUK]#5B?&7HF@C@QT**%#XC\>ABP1->)CZ+^8K' MP$22L"P&-W@9*K HPR@20E-1P/1O@M
P\=@4#D9%(LNJS49@(!GFR^0*%DV: MTVQ3^FZ28#A&O/!X-O7).X!"I"/P$3HPC]"1AM\["&]_F/K>Y(-J\;U//HQ MS2+?[H@QLZN:/4NZ,DF$$D#]MC0'YY&R-(HD?L<.P'&
[5(11UCL."'SA264$ M[0%\,EF\9U0B:Z!0X#LN/<,+R"6ZY U_-*6D65:D.U8[JRVE&O@,=,C(!52H M]+_+<4"186;*-R
M.X(Y"GQ4&B8T;&Z*;6I;11<7F(>XXJ:!A7/BF5Y4]A^&W0WGG$%.JJI"/22T M0X+$K:8ME_P!#%:E9&%)>+(*I-WX1'V5>-R3#>X'K@P@>'8,CBS?RZ&>AR7
M"YB212*$W#V[VR"AL];]L2I8N0Q2NC'>&YV\>T?#\;OYW)[SHS@3-F1^.@F:+<#WE-):P0!1XN8+IA?P*: M0I9;#,LO6N1FT]V]T%JDYN.248@&!\#YA8!*5%]P@GJCY]G_5!+ P04
M" "7BW-9A[4WUL& /& &0 'AL+W=OP)TD*HMC M)K=7$(G-98=V=@-?^7*ES4!_-DW9$NY!?TOO)+[U2Y20QY H+A(B87'9>4_/ M;^C$"-@5_W#8J(-G8JC,A?AA7CZ&EQW'6 01!-I
,/RSAFN((H.$=OPL0#NE M3B-X^+Q#_]N21S)SIN!:1/_R4*\N.^,."6'!LDA_%9L/4!#R#5X@(F5_DTVQ MUNF0(%-:Q(4P6A#S)/_+?A6..!"@WA,";B'@/A88/"'@%0+>B:G
M8OUPPS2;3:78$&E6(YIYL,ZTTDB?)R;N]UKB+$V M;!X!.;T!S7BD"#TC[\BW^QMR>G(V[6M4:03[00%_G<.[3\#?0]HCGM,EKN,. M:L1OFL5O($!Q:L6]JG@?
B99LW9*M:_&\)_'FFGQ,E)89YJXFWV]Q ?FH(5;_ MU9'+T0;U:*8DSU7* KCL8,TID&OHS-[^18?.11W5EL JQ+V2N->$/GL0FD75 M$+_#LHV8AI"D3&H.JLX!.>K0HIHM9#USJ>^-
/8].^^M#M[BRC-HFW!%8A/BZ)C__(SC(^+K7Q M:.BYD^&CFCQ>Z#KC 75\MSY;)Z7ADT;#KU@40;($(!]$%/)DJ<@M_C3G:R/D M2\/6$EB%/77V'WZGU8PMX%KBWA9:E?Q!UT/_1-
9>_0;V.ZUW'3U.=G;X9^UPU<=LF^,:&/[,7O81B#)%X@4-N--%=",\^(T^!--$=UW1=1KMP8: MNZP7DV\)K4I^WUG1YM;JM3LWK>F2*/7'@\GC;&[4_XILWK=;M+G?>I \Q4/,
M0W,FOZ*=:@AF2VA5QOO6BP[;S>16.Z^VT*KD]|T7;>QP7I_)HZ-3BS?Q'>]Q M"U*W;N138_G PEK+C(5;4G(51)!6&7X,[\ MF6USO[E>?J;ND@T0KE2&3!G*B1A?A-
S:@P8YU2L@;_\:NZYS8=QC'^G%69=H M08X;H*[IU[N$)\3(I9(G 4_1LRP6&>:46) L-9(GM.L[3A=/#%VR$))L5CQ8 MX5D&FW\6KED28!QP\C"X4JXACA ME1;!CV[A.:YVQUD,.
L":;+)DTH*VPEC>'EZ-"LL#,%1'EEMA6[\521%CSS@ ML'73')A4*(3'3326,&TE)&HPME+G#4FQ!6!)DL4'4D+R);>AP>#I3*(YPISQ M KNQYE$J;F@&UHT;AOIQ#PKSE?
M8TDFQ"KV80YGY>TCU(51^5^3G%M@D1MUB MHZRQ*PPMVH@ &*DUR)R"R+32J!J#?AAF&]*";(@QRQ(KNX/%.7$0*Y')2FR, M?Q L (_,X3#Q1-T41%53&C)ED!,:19J ZB%,?
61YU]>TF2!J4M._3.B);,F MAVQK*IX+N:N,G)R]6@TQ/)@FF(>8[8M("'DX6ZH]H3W'L?&SC(KX@64<,[L; ME"[+\Q]);S!"CYVR("K#C#S0L1%9%)* 90K]SV-
CH]A@)0N,GUYAA@QZD\F; M>A&)BP66%H[BB8[S4:Q*X&(QUPS6WG&WKE)3*[RDIM8!5DJBE+7 M);=>W>>C?W ;&H-\%[-#X^O\;-O&YF@C/VLKN_ M5Y%?E7]F$@M&H84+5.?
T1M@8R/SV.7_1(K7WL7.AM8CMXPIP7Y1F #$*RO\!S/X'4$L#!!0 ( )>+&PO=V]R M:W-H965TS#4510Q+M)OCCG/=Y3VP.2BITK:P$DMTDE<['G16Y):.6DB5U;B33A
M>\5H!2N!Y+XLB7A> ./-W/&=EX5[NBN467#3I"8[6(-ZJ%="S]Q>):US&6?R9ID,'?T;98@#N"D[]|XD??Q M@M.@=QI<4D]-X4.>VJS(9IGWY9#Z<>
'\41''P9XXYXWOL8+AWAM5GC$BT-_MZH^C85S8X\)KN&@(%Y[@@C ,\3 LZF'1-5@\!(M.8'Z,@S.PN(?%UV"3(5C\ M/[!)#YMHVYC&_8V('=5-A,%6IWJC6%L6;3-L)XK7M@%MN-+MS
X+_?T 80+T_I;K MUM--3$_KOTCI/U!+ P04 " "7BW-9U:>!K,8% 3& &0 'AL+W=O M>9UQS/F?*W-K4T0 M'=QEJ;(7K<2Y_'6G8Z,$,V%/=(Z*5A;:9,+1K5EV;&Y0Q!Z4I9TP"(:=3$C5
M&I_[9S=F?*X+ETJ%-P9LD67"W+_%5*\O6MW6YL$GN4P=K)E+BQ>Z?2;C%URT3IM08P+4:3N MDU[_B94]_^:+=&K]7UB7>X=!"Z+".IU58-(@DZK\%7>5'W8 IT\!P@H0_BZ@
M5P%ZCP#=_A. ?@7H_RY@4 $&CP&])P##"C#TOB^=Y3T]$4Z,SXU>@^'=Q,87 M/EP>30Z6BA-KY@RM2L*Y\97.,NDH4YP%H6*XTLI)M4052;1P.$$G9&KAHS!& M< X [
M9/C6^G!C_=NPD?"R6)Y &+8A#,)^G3[-\!GF)] +GH1/?D-Z]^Q)^'4S_*]" M$?ST2?BT&?Y!W$/8JT,_<&5OFT@]3]?[3XDTD39*M2T,PM^7<^L,591_ZA*H M%-*O%\)5]K7-
1807+2JC%LT*6^-7?W2'P9NZZ.V3;+)/LNM]DDWW1/8@[/UM MV/M-[./W2&4=')JL+IJ-V.=&6>V&Z>==@]/! MV>#AKFG-KM'9,-SN>N#8P=:Q@T;'?
A,V@3P5R@%^+V3.)ZO.Q8TLSW7Q/LDF M@Y]=/.J/@O"1CW_>-CSM!4'PR,E[4NU!+(;;6 P;8S$5TM!+U]Q2H[<2:8%U M@6BD>&X@]DDVV2?9]3[)IL.:V]V8_\@7*-MN$:-X?
I(_2S>851PPP*8Y:F^ MY^,#8FD0_56,-C(RY^:V+I;-_&LB553R, :IG 8!ZM<2U](EH L#7V6$<$/. MD3$];\,'GU?TJCR!F\+8@D\\D;H$2]H:LG8S$2"?F,I7N'O0"#@:5_G1-ZA-
5ENF8%ZF+H#C"O-2CP:_O:(*)"4+1;ON] MM1$BR2O)A#2N;8PE8VB)W1AQ/>;&AJLQ"2X/[_5)9GG9B MH*4(#;70"G(T?@PD0EAJ03VU($F%(75HSB/#:94RA&]14F-
WR6T4R8^+J%2/ MV'W6E3GGK6C,N':S5T!:YI,N)3V)<),N@I3&8T?#(UBY5+QS:3@GR<9-Q'P(M%-!P$MUZ?U!19-EDIB^/WA/=,O3;;*+6+S>D3G90EA_6>DOJ%T
MQK+5OKZ+2.C2GZB,="MG?J9#PQ94CBE(#B4VO-=J>?R9.C8Z%YOLOJ%& PZK MFO#^\[N;'\6);#0BL77%JVHC*R0BX+=25Y9.IWQ)W5OM9>R^E)67\KJ7LLJ
MB7NIJO_KJCIHK*K/;>_W23;=$UDY!'1V/G)F:);^<[2E0U,H5W[OW#[=?O&^ M]!]Z.S^VEY_+Z;0NI;*0XH*@PW8\#58;YAHT*?C+5KC M9\S^V3X1?J<7*'X0X9@&20P(7DVT>W@W-
U.'U.+? ._IR3400UDDR4]Q\\6? M:(;H$0[QD@D(Q']>\ R'H4#B_?B5@VI%3.%X>GU$_YP.G@]F@2B>)>&WP&>; MB>9JP,XP:.M@YP[IT/5L["EQ'F)H.B;)'A!AS='$ M1EH,8\4O-@*A&?
\?866,9'8!KF M0-*A67MW2S8>M;N'E]P=-KK/V[N;"C*L(D^L%,_JFB?W(D'6F*\=#"P.X-3N M"1W2YOL](C[X_B>'!%\8CN@/67ID\0?R^&*]O*-;M,03C2^(%),7K$W?_08= MXY-
L:OH$_H$F_<$5IG$03&) Q5Z-HD4\'I!&8K](%[SEW:!UT$<\VO9I&1X M=HHG:L[+U'2A,S*,L?YRRO>Y'70MRW:5+-D%2[:2I6]I<>'Y
MBUXPX<42X%=,E@'%8$N");Y$60;NGE)V:U@UOF1&]JA&5ANCN7(L5S+E%$PY MW9A:\A68\-J_(R@$#)-(1I :

OGG'<2 M[Y4,/4GGX7V#5YLU7E4WB_:^)(DG%UCLQ+2,SV1G9C2!&791PN"=X>CQY)=9 MK_QD#CE'^0=W&=2XY0U-[])\/?!??#]D'DU'=3B)6"?E^M--B7Z
I#ZUO(53QE-.I4F/5X^[-DP,.9\,B>F&5;MG MAW2C<0XZ64T+3[#"QT#GIT'CZ&Z&8*)V M*6.!:2RIE\'T2^=P^.^_M5MQK&X6IDM;J2H9VM;.@ZC*-V6%%]2Y -V(;N)K M#+[J@VK
M%=>O1V^"M_IY"XNB)YOAR9OT(6^0(1]LG"$_%T!NBAL7XH=?RG'2VNUE8<6; M@4I:VWM]?'@ZC]QW/KG9TV0BKKPCQL8F+-W:C*7;TFFS "R^.,2$N\5^]CC[
M7/++]OCV^]6!W#>-3_+=#EJ\A^WQ_8]NH__[S!&4^JOWL>-RQT\#[%5;&;7K MN(XXH%D.*,L?'K#VP+1=*$NGFZRZT0U]H2T;6]>_/]_JMO);N=:SU%U_=N- M]B-
RD<8WYV]I5LF0,[QUQC%[J3QHCB\'MW6E[QUH>R9?6\^#W=]TFC!H78H M%QYM1W>)E=(A6\A6ESB.ZU(!&[7LY9)K4G#YQ5@LX7GRB@J268OJX]7VV+T?
MMKS:#TWZ*C^[^OAF51]?K^KC=U;;JM>FM:UCS0%F<.N"(7"-;:@6:UM23(XL M^65[_'&@N0WY2_.V=K^#VE:M/3YV'H^[QL,'\51Z]1YL'.SP"*;*7]C8A8-C M<_361Z5SWL.+:D?
^>?K$P #7$K/[^)#6'$7;%_' MPQH/9)^[M+%>S:#E_NPSV#Y624T/*?$YNQYK!NDC16R41Z[;>YQN'6FPLDH* M2UI6%;0AB-+8>F39)FCSQSOC@,6,/+$?NM!HNGAG(Z'W,P
MM66RQ/+M1&=,-N+&;QX:!@!IX]NI]IF+(X%Q^=.*'26:773L P?EXR&E!HWE MXDZ+*[^?V&+W](KO.!@E+S#M2HV 0/O.^OUF$WRB\>4X-QK8-(D2W6A/>('$
MWU7$.WF_2G&I'50$B#-Z6Q<"8TJ;2=LLCWH'0[N*[LU]];[1D'FI/K]/'B+X MHE9UQ2'@?+=^A8!K0L#YCNTL")BV%U\R DJBPM?J\]OP13V$X_H!'W0?'_@] M8 !-
'_S:>Q!#\!8V>YX]I3UJCNYRMXYF>>&4+EJV2G\8EM?V!Z8](NQMTTBO M/">N&T2?: ?@"P;#EJ5_]<%&/VY1H'U@,+NQ_;$^%\ZE#[KC %K/F4+F]JD3!S]X#EQ]
JY<[/_M2.WO")RUU2!5^NSY57KE18= M&SX!DPT/Y ;=*H8F&$E>HJQHO2!9,84/!P@J=O7N!4:^ S@]9T+**B6RP6R* MA-*.ST@FH5I#XE5E/@$E28?F"Y(.%3IGEPLKH?-
JYFN]*?!20\DH#R8CU#[S M[Z'7*G1\30H,M!B"J3\)NE,"3IW219?P[7A5SDTT]\0]&,6_F4H8P[H8^GD" M"E['=NV?:V&%T,R&L[&WZ;U,7>UJAJ$(FJR_TUQN>@UG' ?TX(@5D)$,SF9
MT[(SM'2LNIF9LJ.3CA=T[:3NO-A7SRKX=#47/>B]YVM M<>%#L[D"(.^)[Q_-I7B,,=+_42*[Q_?="$ M^]N?>G/92Q=G\2UY[;Q!5;,I"LW5+*XU;#,QDZ*YFNXLJRHO*GM#"18@X'
M39MZO2.!PVG9LS8>>O+@&Y['=-BS'&E:_)!H"%E<'RB/OT\>-)V,*C< M@@-H6NV??[[_NCN^>_7^*^N%%YZOBB6OJRAMX!"0AJ'NF3A7A(VO0D:#\TI8 MKT16!,%&S-
)Q6U@7>XOCHFEO1_@>^8 >-+$$O1#_=>W1AHCPHA:E(2UHB>IB M_TWMEA75>EB6<4_"[H%PA%]#_99N)IB]XP[[@2*&[0!CC3"9JNS2>75.; L3 MTW@2STE7[OKSWO!H-
#Q'B_N#,F0\BUI[VA+!A<6(6I QFC\6V0MT5 M4=,"5#1XSJ3=56.=>F/#:7B.=47W48(Q]V#BL=_E(-RD3NB$37B[?S513_BP M]>?BWL"[(A#*3LW?
[PR3(6B$C-.T@J%EAE#^".E[RWX$]?>6Q/'1;_C+R(') M\)'0)L2T X:'M#G1Z)W'YW & 6L4[])G32\(5[.9\6%&?[RUOL%*FZI:4 M":4]MLX['UWC>__^%WGU'@_-?0O:(X?
GYF('K_2+=1>]^_TFN58D,Z_1WJ%^ M]4-;ITV%J1X>+46/C,36K1#LM$TQI[M?JOK60$8C3H!S2(^X\2B5CNR2=P_,%(#M -_X=@043I_EEE&.@%-PPCSV6*+
MT4&V;)XJDZQA"Y$$+2I9W:*:3ZA Q7I(QU[3CX&(G]ICSP'F\F@[]W1O[$F: MNQ;^G(ET\@17J&,:6@!=3NM@PAYU?\QYF3_[3O?](JCR^8#"\@_L\TR3U?S1 M,Z"[V59B75FDJ873;;
[==B>.Q YG:%'5V:;Y?Q9L;$][XQH*3M9A_>(N(T% M?Q$"^$.D69]^BIZ/M$\]&UQ ://Q8'Q\... 3@,VZ!?4"X>J@A;2(_/3X:6# MZH%MPF..N@[Q'C'9,>B7@PV06<;O84!T?>W)Z -
(XD_;'>P=YL_['0Q]MM('\I]^VC39@"T-Q.;)T)M+X.#[#>&CNFCU$1,6K=B1$5>I)3S(GU2HW,.V!B!R:ME M?@6BLA#XW^0B^,7&("I.7.V-H-![Q*66()0N$B ?]0] M8UCNL
<:E8%LSY\@3R>*]!Q:E^3%V:C+O:;#XB:W\>8=G8IBZ\399 X3AVQW;\L@4^OH3/X(&! M:Q7Q%$D\&(&DH&X72:!#Q/MI28H30UH'.)^SIH@@2&7*!S
M,!9)Z3&6:#)U(I!/OO83@$!GIFB,FE-(GQF95= 9L!\COONN M>_7UF,H=W/'&N([NB\I&6E,E/@D;"4X4MQOWB%=+1KX"I_3WNU@C3LL&H*G
MC,UX#S>FL^B*@WD+VHP[=4EY>G/8;)WU?QU_;#R_\>UJ59[>J,K3-Q8(6'=@ M0!6F P/7PP[*:Q9/+*'':^%_KD/-NWX]?L6',JUR^O%:-&=+VI]*DVI*E/./ROU7ZP_><6PX"/#6
M\,:KZ$!Q#?]I!Y@-743UPD0K&B.%?EUW,"R1UF.Q@9,/6+)]R_X(IS+Z%>O1 M_.\@26!!/A*/(\16;1OGI]A42&_K1CSK[N#3=?/L0'A4OO:BU.'9386$AA,936V$PL9: MVE]H^;;2Y\6I:?
M_8N<>0)S_O=J;F8($?#)I^7@K5499=)4< M!C-H-RIM8'A8OCWW-A/J,X)TVN]LD4.V1GAU].8LN:WWXU?WP_AQ+7C_R.H@ M&@KV/7D7"]-
N$U^:X6*RCS>HSTSHDO;G#S;P[V3N^*QLP/,3/V7RRQ%OU/J7 M,VU#P$M,HU2S3S*8 9XXOU[:!QT?4]G-T1+D#G&:,KGEZ"O&LV_A)Q'$8[AJ M_3IM]KMR?23]BKJ)PL-+$U;QF?
2HF'U8G#P-S7JS,1> ;6HQW;&J:&:Z-IC)4%\!%0/86,+Y!7.N37S+U__MH>Z+\2T/+2R-B0VW_$/>5\,'_-'N$^Z UU3WJ[UYPZ:OA^EPX1A.F@?70;O/
M+QFX(GVB&\Q_>>G8.,$:N1'F+W(M7RD\X#'-_XX;X'1XG-@=)LY13P6L,F]8 M#PA%^'Q@#(B)?5#H]'&7BKH+A.'$Q&N_;8U)_'FBS.6 "\"+?!#&P,7/Z"LQ MX 7#G9D'#-?#.4.T.PHW
J R)6L"G QTC3=S?MO#8]*?!J'+<-PY0%K#N=%N M9$YP.MH3?M9 4I0_B*+ W?C3LFDP6>-N;=9=DBKE^[.65CPQO=+(5]MP;-1.
MAKFS<,V_:.ZMS6D/FF%2PHMT\UD^K$9\.,;3+GK7;*$;NQ4L@X('%UG(E6-K MT'35>=O!A8KATI,C\%*>X=7[>,^D ,DI-]+1)6L/Z/!TFFF (1/*3_ 3-D7^ MEM(&W C!C #Z!6;
[FB9AF9= ^@/B1+[W)X"QQY[K8,A-E@5@1R(HVV*C!%'4- M-&]Q8LD@=_%THI<[X#,;;>'@K$/T^;J87=4UG.ZPCX<*TR* DX3JBF;X[T!> M$UAM\%.@^BX"-%;8$:@2?K(54\4PF_P!&
VVWO'#8JX/$8Q)$7]8+02=%&'*J-TD_&3!6^FTH F6T;\$=DBF_=(U988H?JGX3E, M(60/ VG=8GX:C3.%PQM=FL' 0G\(C(B+PL<3_#?<"6R\9]!XW:X$L3>0\JX*
MRK1G^Y()MM$E*MLM2S\&H \0 Z)/3^JK]P$ *.J&IZ_5?21OUP;K'LI)Z:G<29"+NU M+FC7 Y0&UBUU5N&_8;?=X-\AK37K:1A-C+T),?\^X"AFH#EV [4O;7.Y!,NG>'JPA_OL+(M[-
^>$ZQ/&_^!:A[0#8OUOJ-Z\BVHI9:.*]K.6^;Y>.4'=CU]W@*>/? I$51T M@IO?$_9%J698[S@?YGLFZ<'GX<=QNL6OIEL0- \.VV.GUE6]OB0?>]UYT9+K M[AW1ATQ_3J8S'J-
/(69Z>GB:$&ECGP5OF=U>RH<=],*D?GKNTM7>JKV]]+W! M_SBI.->&&-2"(1$O:;\)Y=A$*R(E44$%X:EDI%7\|'![O,_]UQ_GK/'?HY MI^Q?K(-9J;&U<&C$$T48%([(P"%=%L1Z6;#
820'MGW/X$"+A%\6 "K2F$,: M%66LC3)2R[,D>]&Y[;R6!(67Y"8OU6IOUB+S?,M6:OZ9)/\NL%(.6YDXEH%I M]HEP"8SC/Q?>??A4TGO^F/Q)&!!-
YSZ@E!W+YFDO_TGB?.*3X)CPY(GQ1$MX M@K:1..XPC*LR5A(P$2YH#CIY4G7JI+X"OSB?:/$9%V4:A<,(YI]BR@&4/1EI M9M2@J/"JFM0>-RL"I$&<-:!7/#=L(ODSXH7PMTGP#P
G7#00W)A^/O>F-HF(M<04GONE"<+$H@!2*M:)08>U)&J8(4FV3F!@(428_U\L+X5W%XE26U.TY.)74 M*G1'T$G()F-E$?[SPF2LO"=*>W#JS)B5/??\V7&KQKID[(80<7=E;&ZLS9[T
M/X.U#;Z);L%=15HUBXC=$"*60<3F1JD"C(T&+S:2JG!60*F5[/--QG._D3NC M:V*WYT+C3!""'VW2T Y.DT/P;\.BGMSN)&)+!=@CUGF9;5>4GP[W)PM6$Z)E 4; MY"+T85Z0BT"&\D=?
9[NIF*%WY94L$XK6U/[G<+M G1O59'X M9K.L.E>KG,;>8BS:,=F:#>4*4/!KLLHWQ:2IGV5#N37;>XO1J#0&WV*$*$"[M5P20L/6RJENI$*(HNZ_L\FE:]5J,&P5HXN663X?E-
/V>E7S*A')* >J^(M=X MJ;X+*+=FZZ^D\BD;0A2@(]>$!E^7BD"(G8GO!9>RTU9?T+HH>+BD,G5J+/OD M;J>PN8C\G<:QEX&Y2J0R^5 B42YS&:_/W7-+=,Y[V[@P=Z/4M!Y"0C*>.
M8\)]UU^]WTLJ;RZW-KR2>90*Z%LWCM(0:Q$)[64FUHS%$+F4D1WAX8%.D@(M M:D5DC)<9+=12&47KX^';-XG28-OF5LJ9-I6KY6(@E MF175RF)<9D2:>A&&!2\+*J\
(946:321A[JXLG%((L^)/$:G<)9>%!Z6T39^Y M+%P1+8LP77BEJ?"R5%:T%#=FR>Z,+%P1:0K0ZR4>%#%>>EF!OQUI'UGMK=I; MM;?==:<=3HS/LK"[,\[O>EMZ8%=
[J_96[6W'E)KO..*,:I[<23@"<&W*_"9: M%X0S7.%D],'H7"7U34SYMN9N?$J/+\ 16N,;DL377U[]Z$8P:YWI3PVA;.E/ MJ5)>"G%:IX5_69S5*0FZ440^;LD)>I-Y4;LC
8<.FGQI0#OG\S+BL#+"DI MO@BE=$J70@"4+O^UN3%/;>D%0$Z"+J(]0X$$O9/>$^W!\-C@J0,& MB2GGLSR? /TF\6Q],D($/"B;C-A5$0>3'M.+WGX^O;))ZM5?*5+D$AD]=OD]=0
M>NLHF@"98))4_BX#1]E^D\VH M=E2"I-6K%F%2 ;YGB6^H-5Y6RYI35ZXY,J65(%+IL@D4P*:15;;D6KOHL&5C+.K5,\RJ5+ MP\CD:-S\9>R(@95(]T4,_]TENM^R@556"9)-T4K&I
+%:(XE,; V%[:*'F2[>,')AP=?\2YMFGH*5OXQ@BJMLGN= 3!$D(D1Q" M-,OY-]6[+OE8D]15Q"1BD9=J=6Q=GHZZ$E K+7Z4!#F;I33TTJ'Q4KFR',66-
;VJ\AS=S8GF9R/>,)^$3"_-5Y,/)_G97BZ,\XW1YV3)($XS* M2A%B>NO*0GW^=M=L(4_10Q$#Y4"M% 5>D%(6SR1>^(I,>M-((Z_7"BY"X*Z(
M89L8O3J%BX4$.9IUD9>;]9>#BJELG$FK.[^ 7Q?;6F(I3R%*$6E'35Y6FGP] M[>S=%X,IT];P#DHZ7S&<0IHB0BEU7JH+O)AVWN!S0!IUO9;J5,%F%7/:K&DP);1:__(T@-?[
MX$WGPSYQC.[[__SG[T&P?L]&,U,4 +HW1I^XW#EYY*[LOF;Q[.>NX8?]=YQ M?!UPI1_"%?8ZVE]PQR]7;8&?=8UQH2],MJU[T(:K+JW2T1L5
MN>$3V^&\.\)9AD6X/GQ[YW+$PBN"GPP\ZN1@AY(%GD.=B=,L'?^0><"0B*%Q MY&E +)=PCYK+_<$V&!*7$.^_%F>#OMHH"F*[/4>!/$IXR3+ZF.3N<7HX<>P^
MT_Q$^(]GS],""QDZ+2I\HYY4T$O1@P)R!E+U19"20TC)FX*4S"#%_DJ 4P': MLBB*O%)+4I4IG/:YD+T!JFH>9[A<=^@X\&]SQ'4(XBJ@^K '/QLZ(-OQ>]MR M#6"
[*]N\J11"GUXTK*]"(_A<= X#9.2! G?"H\-@&WCTI9G)__]/QW)2T=XR ?9@[=<':6+_T'P@SIN20$3 M/VMPRG<#Q+F-IV_&?_17\"O\AD$6X)((8=H]WL= M I0)BPTH6#-")
<2,^(U.OC"^,=PPVU3L;LLLF!$-I_2(OR?^F5IL$.!K \QM M3OSOMSVR.N+-R 8>[9IVH\H M=JD^SB'L40GP[JC<[-H@ RW@BRYG]^@GA_")9HW^^W]-26R\C(?[M]?=.Z(/37+1
ZH@IDE M%=+,PPL@ ^$1#%#5Y:G,>P6^S"SWSKC.IH^&\X0C?X=TB(JM F09 W_WO; MXX^7TFGKYM[[H:.Q/.S#98SH*]YR$0OC]K@4=,Z]/B*>9ICNFQS,S5L<]&KIWAZL(?
[[:@1CI(7!TPP6M MHW8K:+F3*\U*4-B]93_^9GSJRY=[:W:VTO?6^K,CPTQ MJ@7GH +UD>!Y<5.F/J?@(FD)8+G(F_[W"ALOILPE2GC?K(4'3#)9/TF?F3/S
MGEV$0K(F5A007AJ62D5?#WT%?][)F;]$J_>TU GU:%S_#@,UO[=&3TQ+ ,CYP9#V3&J3N_('?!CPY&7[1?MG-H:JX[F9P?P2 "P26#0([" M(O_DZI\Y4AF6G3E-
B=O2TTSYSN0B8I8RK\@I,[468D8:C%H#W@GI\"[&4^/< M='N8&->TXCM:-S+. <0ZT+-60%J.S*N"NKO8J:;#SGGEOAO!Q#GY7FO"OY35 MOEEQK5% YWJ5KTDI^W^4$=
<.LDK@Z;*XERB!I\KCLJ*=6DG@B833G!)X*YBX M"Q)X-?1LB@6@9Q,D<,IA'F7$3CF;!-X*)I9# J^(:P48(ZH"$KA@7%O)RM]D MR#O1G"\X'I>9:6_7-]$/\IU&>>)A%"
V2/6>;E9X\5:61N:IK1KMF)UYQ/V M);:Q$[&L (.GP:NBRBMJ6<>5IS1HUFX\K[5AYGI,Y424*.D.=<+9A MTEM#R*3K4;7IGG#;"4$'8#I$*%T8YF$ HS)TMBS"\%URP"EJ+, N
36AT6SR MC7K.!B*[U\TPI9-R[>9T-EQ>JGQL$IU7L+FS(7@!5I3,-^L2WU1S]M_:/?Q. MZ6TLU)+/ALN;ZM^YNKF?!5M%H0BK3>)5J08H^V(:8A]OQ8OP_!2)*8T^&^86 MD=SVXA2)
OSR6\#EG54D5D+P(M+C,%[*-^24KH[=Q^^4V9Z%^DZ>C2*Q$K86 M8=2%MDMV&^X+/"?;/Z?2VEAP U@Q\IJU$*NALNL]@,Y^W9=N=4E?Q
MB$R11!&6H,Q+S08O*VML.U@VQ"D@R+*L_W=Z)6)]V)3#(3&)7V(1MIO(-X4Z M+ZDOJ.M\QOC*EIM]YW<(3&%+ ?:2)/)*4TP?.GM!V%*VAM^KV.-3B%. '?(2 MQ5AAIO;S$6/)^%6
Y:#R347EZVDSU9X#>F5,?MMR(^_\UN@4LA2@4TM83]/@ MZ[6<_NH\K;R3NG#&6EZVU/;XG\:/3];7TV__GM^5ML'M+G1M[-X!>A%LOLBZ M- 9"5Z-
"%YN]W0;=]#0'+6B_SZ/[@MLLBI(XW<$UZG@8]C4D^5LIQB,F"U9N MC[__^/[)52\[?>6NL&:)G+A#[1+7DJHSW2ZQU1[+UO%0%SO.EQLY3;O$@&:F ML+$ %_
:.\6MT4%8Y,4%S4S6QC-6:.>RD3VMKS],<=N?:;6\0I.9=0)US>F% MN1K4-),;U!0'AD^:-01!P: 1]NJ;?U&Q@M)-$MW"FL3B-O)'XAZ238< K2/_MA93DO_"?2EMZ6ER;]
(56Q<3F$XT(*J,Y)R5XZQA0,%O8O*I2 M!! .AJYAX024KMWO&!8;%Z-A4-,U:*VO8D8^XP^49V ME^SL"JCR:25K>+EA< L*6CS8>#9%S&8*:'_5#6T_M\=#QHCW]_=,>-
M@Z.#QDWY/+KK2PX>D;8%H+P;-T1%$26RLD8406ZGP],2%JY7'QI>5O1:L] M&V=U\[H55RPMEX)TN%!!2@SP3"M(.\",L:!I&(R?-0F#HO+IC7M.G_9D/[D MAR"*
\/<5O#IKZKP/>7D+,OB+)MC+N)"YI*8!)6*N2R/T)2&OR0F*$A%]$HK MAK_,C?!LA,/X(;,RAR!@;[&A>%=#D^R%@_%BX_F"_L0U]+/,#C:DG;V3/7O^ MV^,OQWE_O_&!_)-O!SVQ2(3[
V)08GIH$5F$,>_PNB!$%@(%V!KK^F8%B% MTND"G%^XC7T4.=-A@Q-!:(\OR#^:>W%_7_]<>U7('ID!GFV;"Z*(X6;%X_;X M^N3@JW3^X\2]
[A2S661\/=OV+!S=1YF7_P]D8,C0GOKF6U-#S"+6WM=K7^9C M6+)/- Q=T2FJ=B^R6FT8=OG!%' "+ 1F&5OJ;#;TW?XND=B/@0SDO>Y+]%/[]A.N0?-'&KA\%T'?GEG<_'3-
AO7N".0_I'V9 [PR_0&\J$CO4SD4H,P$07)931 M>(> G"NVQU^_J(_>[]&)=_!K)T:0UF9'D(KML4,.\"W-\J)2B=.4%AP/C H M@?C@X([9!&ZW&D):] V%8!_$P*[Y8/<'G_LSP%TO8$[AU-
*7G,\B*_/S6=(0 M]LJS0^N)"2_97]T>_U0_.9T[X_?M[>+QH:EHM!H@.F> J-H>2];!DW;Q^>;Z M24F3$:.E(<[UC! -MJVH5HE7ZZZ#I. MO)91HB%C%>3YALSAT"%@'VWCU(_!]

[769:MU-N[]X[3'0^'GX_7)M^[7S\U7 MV27X)J>>->J)2333.O.R_*^"!@JDRXM:Z#=/OJ?T#G2Y7D3_7J$A\$U%VK6! M#IN%?V* 5"X@0%KC):D.=U#PF*%D)B&U2=##XJ+7,[J8BD)
<]X@,;-?PW#D< MHON[^?'PZ/S34--R<(A-ZOCL4*B3H^=4]X]5L#([7U6=,)GW7-+=,Y[V[@P= MSO.6@QN0C*>.8P+>J*_>[RWR@6](+5_])(JPRDGF(FDHR;Y:1',LHE\ZI&\,
M^_,P]&!$_KT?RZ?"KVY99=@L((*S<0YY(-;4%-.U7NY"IC@-\O3B2)&*J.L4 MA08OJ>7J![Y66":*%J6(X3D%PC*95%N1//"]3J>H[Q+7^Z8YACUTT=WLMBS] MS-
:L0,S.H>%3J?'Y_)OV2$[%DDN9P,5F^&?E7C^PTW(8\F%!*Q,/'&BD;[:, MC@_&P_W;]!>4@>*+F&PC2;PLIU1_2DKO10 XF0T4H.&+C2:OJD7TOD]F HVY M3."[[=P#107_O+)'FNF-
+AW[UM'FRO)/GP3AYI-3^_Z@[(XLGV4)C^SLT2<. M.STW\(]?1J:P^,(R\(5F 6C+UU215X7=U@0*@G(R* N,5GO;$#8+#4Z4AX!6%5%D7TVASA>3VA9IQ1DQ(SWIJ!?1(:R@2WQ36
MUI.RNMEE-YO([FH%F)?UNLHW\O:DRM9,(.* M8PY1KX?$KX[MZUNX+R_"7FA M%^.%H\[#1Z]_./IQ*)556TJ=:YTJ^25+#<*:6S.MEIN?Q3.=&DTR\$FE .5!
MY>MRC0<#X[EWX=J5JTYFG,7,GZV!'5E/&R?:1 NM@_;X^T7]]%']\,VS(V,Q MEL,6++Z>E+-:XU5]2\WQ1BOGGJF1"5[4+MKC+\/S5LVSE!\W
M1::A[51KILT9!=/9:8#;O_[]2"Z.5<7\4EQV&N>P"X>''+S_S;=UBE+!#F*9 M;,?*D7%S;9Q_;J@Y<\$VKX9G/>]Q+/6M.Y#U#U_O#NSS[L;.^W+3EJJ$N"HA MKNSI855"7,$)<>)$6"*N"
<64'A"!H9.QK/9SMNRWO5D17_9TK,!'/O^.,IBU M!?C$&W";=3EE9^EGD1"7\P82K@+-:5GE5>N8384MXG\EM=X;3.9'A23 J?4F+]37.$@J:URST1Y_,7_= M7ZG2J/./F2-
:MI8N'GZH:":D2IZZYE G$SW:L#O;.UCI]Y!875Q!I+W:*"QG MN\)-85.D];-SL*YQ=02S_T'P@SK=UU2;$PL1PDP%IUG'Y.0[A81W,EC$SAJ< M\AUW,QK 65N.UC&Z[[AS0'(&B7,;3Z].-
+$+?D4;Z/TU\/OJ='7X9WKELK"[;. M])R9.$_9VP"=V [M[&,95M#HC".@-.C1:1F MC; 'H'\;<#NTSA4><\B#01[IT#, 45\;<9@I,,2>A>Q9+$3C>D-OZ)#]'>D2 M578B;5'(SR%
(>@_)3=KGT:J#-PI8X\!N6!_'X8"V^'+P;_\QG%W'>,/ GR: MCP >PR.VP?H8#J<*2T/WAF>S 7FVY7K.D%$*9H[X]>>4P;B JZ#"P,)HZ.#7 M5Z1/=(-U5;QD*(>(]A5P>8^['KEP?*[%_5?
K@WES4"'7MI&+HKDI6+@T M/T_Y!A<-^HA$3+OM.M[>W@WR[(O>J04:A:$/-;/U9+C^=X=W!ND=/X'I[1D/ MA-7G.U_HQF?'W$[LF)]$_(QIE/$-+^+JN,OV@DU.E).<614YZ MMS-
78J9S-.]=C&9G:3(^0\NY4,>ED!3IV:6N=E):O"PM4'Q1%\I&9Y7:L7ZU@P]MR;B;F;(CQLTYTA^8]HA$ M1J8[2RCBI"C#];YI7;I48N'3VK0->I+@U2EDV+*=%J=F- LP+D6EP:O-I&H-
M7Y)9X6T^^(="=L/I8"]X/JWA?KEPPYR_8]XW2M'*[(1* "[8U=P[SL8<4!M, M!Z,'6QJZ1.>3.68L0>]H2&[L>"U"]EL_,2S- G9@+KKU(W:X>+AWM)!_SFPL
MW24G;V;JD@O0)66QQM>E^>K*S&6&&YN^S/GTVE@WO::ZN:W1:ZJK+$#W5 5> M$%*1JVL <2%%3="MXB3FX*5W[J\"IK[F436* M]HIG=@'\M(,
(4BE+Q6SXPN):PUM8E^U_P_6-9QT5+!+V,K4!TJ MF$^#A_A#KK%WXPW!SO 4PX$_W":(&A=8&$/N&^+>$C5/<-C(8P1M?UK_O[1 MM0OG
C[2MW7\DGIMZ.0:7&X!7$^!+>DZ';#+TV<3;\B/#C&7M']8. Q\A6"D M[@%#_D]Q)=/L#/8VG! #ZPH;+/A7"/@QIX&?-$?+Z1AD/36!D;+:?"FH4,C M0RX<'+
[U:&C$(89%'2U(=)8^[++MP>H4ZQC.T5,LQ#A^,510PN+1@/YTID0R M=-%@TV3/ U8!DOG6PB=O'8VY6(,;HU=@^7HQPN,!Q 4\ L=D8X80$B*[^E C
M0UX/F]1IQ[A\P\!!)UXYLV=<33IX(/=8WB@#N$%=@V7H>#F.BV06/'L),J ML"7=R35)KT>Z%$(Z3F[R!XPLAMN;?3KN*C@\E4#^%@*G M0J44O\
(M(;EH^&H#=&ONM2R\P;E1(-5 ML%17)^F'I&D:/R/ PY$XQ17Y-9P M :$I.EU[L!8;M&5Q)X UW/5>DW$0W/\U;-^)!DH=/W7AI;>4H/JP-US!H1KP WX O]5>AK,6V
M@(L\8*H]@"7"7=\EC[_?G\D(">3@3HCJ38R 4F=&0'T!*-[2!(LHP7OYR*>C MF-Z;#"R^T=?!__.^*W'T=WUTKM5_?5>]J1 MD*(K/7T09*^&.A5])Q&@)^IL DYA.+ 7+V!0NS[;J>R7\;?
Q_@:DC>_\ 2VY MXP%HC5W!]77T,5$7C,XZ OBT*S&3F>+R M8=]I3[ZT*#X=^#)W%\B^[/)F'UO>;IGWMB50)K2\6)7ZUT/D"62[!L$T%]#8 MK"'5"19T15KS?G,VNY?M9
\O.5P"]4=UM8XN#MCSM IS#ZU&QG%)N& 38*/0JJY?33(A2\ M2!7_HTBZ$SH<+ CXLH.Q+Y6DU9DP[S+!67DCFSUJK#:(@,0($'0TRP__#EL.*R M:^2R"ZW*C)J+?
W/TXN#>7BAWG?(W)4-EBJL64<\N U--ZE*[PVA:$7DQ1'Y< MH"I5$7F2"I6&R(OHC/#_V?O2IK:Q9N'OSZ_0S4UND2K!6-X],V^J'):$R0(3 M2#+S?*%D6\9*9,G1 C&__NWNL^AH,S;(8
=5W3M/L*2S].G3^_+K7/+*Y%,* M8%]CVL(G>W2)"2WN]XJ,/I9&NIJLA,=&IX:']D1I:$I0R@%)BH"68#YO&C6] M7EN7_;P2D[80>O'];I0G)E7W.R,CW7J_C1)*VOQ*][NR+94-
X[,I)N*^C@+; MQ8*=_='4=F7V8D5:UTA:#\H3G>@0Q1DFC_")$MJ4('4K@%)DMXP2NLV>WNH4 M%E/<3NRM[GXY=[]=GEA5W?U;A*Q5[WX)AN=ZKZ?W*I&K,DHIY0L=
[0"&UJCS MFRL<>EB>Y(WE[FE8>18+/+!:U?OP]1[\=T_;,5]6A'B-A/BHB!"+IDMWD,;Z M#IYTXJ"//!^.F1\R"XT,]SU.G\?OWAS.+FZN/YRW3V[>_K?SI?N$B'5*4%L1
M=BG2788[H=/0C79AW<+MQ/>*6CPDM5A-?KLCM9BT_>CGD?_VR[_V$Z(6*='N M?M2B!-MYK]/46[T];JNRK>7!^-/9D8[!YA5-7B--WB_/C ;G!:?U1+7FE""F MPB))-^LE^"1X'Z,GF5
MAW MUG=+^P"3>A6Y7".Y?%V> (0G1@>VM11SRK/*K-N<56W)2K1(;?]EZA4 ML2,%CI3D449[$J.A YVK)(_*!I,#X[^P3J^K'3J.'6@[@\J;MDXJ:JS!F\8. MD,XOMH ?
SRYNWKWU1S^N&_7YT1/VEV6@DZ*O)=BX&_7Z+Z/953?^H>2F>WC$ M"F^\T?TZ^<>K^>,?DZVZ\4LJ)8TM+_?QA,TF:Z\9NF^-3/_*AO=/9C//#Y%$ M8T^&#R:VAM&. #[:^]-
RL.;1R^DN5Y)V\R[*A+1ZH*01($$!C $P/-_?[JR MPKD>0&^XR+0L').25*.,*B]ZIU/7NVL+"L^YN-LB8%54Y\%,PJL)8T^8ZBPK MMI5N2]Z >[R%AJ@TU.I[+83;AMNGV$5)-
)I9#Q(1.#: HM(ZM)$7P4XWA:C> M5F=XB1BC>Y*_,J"RH7)72HXJP>+?T%N]NMYH&@\D1W%*LJV25'7S[W[SZ[=+ M4M7-+W(!IFY^&;9HO=%HZK7:NB*N-
^+F;XL=+6L$6TVLRI',-I.D;N:JMH>+(GXZ+EW%FSDV6T'I;RRK[[GDLD8!BN(-B44_&JT6GK7J/\2=+*ZLJ5J M(BMK/_]G= MU8YLRQG]KIV:E]8?,-
/R''.$)=V]WEYS6RKQ9[W.)0([:/71"Q?M?:Z.GA M/X@/VH30LR2 7,0\9V4T&%I8IR@Y9RUG3G:)E+V*7?ZA87C6[UK?-P?V_M M(UPL!HF/'N[>J*E?_28^PT<(S3]_\#D@,BWS.^[
PON$XPV([BN"!:)#>HI M)B=4%X8K9HM2#C=]UC&ZUANO+V[,X.U'P[D\/C?,^Z&KNCQE/IA]=H]QDR?] M#1,8QO-
RB>JK3Y9CAM8(CL@/YT#C!N'OL(57RGW9]$T47?"83"4XP)'O39G0 M9L#_A9XJP%E UF>PGM"/K!1OZ#U36<[9<&*-(L:C>J\Y3$\!I+85 MG.-/YS#]:\<;?H>=$S6%B^LX7-
$B/H)_PQ:&XF])5WO-F-W??=Z+F_/3L];; MP9>?G78+D#V:P@G-:8K?M0,[&#I>$/EP@[18-DC$&V@[!U9HVDZ@&2_O<%DX MS01UUC%G 1R>^%?<#+M6>_'LB:O2\M!?&Q8<
MV84+FQ#XH'EC$-UR93K-5VXXH$4Y0KFX="6+,Z4/R^70S5WN)J_MD4"Y!I/: M>J[[(RO/ ||9W5E>S(T&+P+>@^P-R#/^^O^>U5>,Z5\:#D4\(@N?4GNA6+.0
MDAG8WALU_<^!_]LK#06/)W?(O_+>?E4$/K"&*OX:,?XVGLH9/\TH%BZ8=]HO MUEQ-Q?,O8:@#Z\IRO-D4%E=:@=M8NWBQJ99DNR86LT-5 MSG2%DIF[::7E#@HG!VOOQ:-
ZW3.07*K\2B'HDD:)EE%"]G!7[[0;>KVWKF;' M#X3>:[F1&[_#<@*/KJ5;JQ8IZ6B&TO3C511O*7I1].$*)Z:WFT:>JVU+O?T MH^%X%=%3"F!?FXYCN9>6I;T%%0
F#TBHTW:&5;6\==+CUD)Z?(^2>?) Q7G& MA'G\[LV'V<7-AT&SZ76LHQ^'"VOGE4&E-YXTIWNN%P(O19I;912$J;>;NM'Z M-0(L*P)1,H'H+T\@5FS%?
BN!F/2/WUI7P8^Z9VTW@5!'6E#$I=6I:N]MG]EK MK8598 @?WG>"J@_Z@Y7(*\.<10?'SNTAM=%MDW,R8$J)-[TRQ!O#:('R625\ M;=ZJ-N#BEVV/^B4O_I+R2]NHY)6LO?
3EN6_/'$L[ETW&][TIC#TOSW-7 MU>XLCRKVRA:'Z/3/[T\1MZ5LYQI$)16$23&I78*!OM%KZ;7&NKQZ&U!,M"(L MFT!82A>W*L)R7S?@(L)2@GFYT6GI1OVA:N5558KO K6MK5*
M[&!2C=L"IWO+W^RLIAL8GKK.K+5NBX0>NLT'&;;0<;SH%N MJ*Y%HO!4T3F%0H%YA4?X>6VDC5([EP,>?-=Z,7UR):&SO+6@$X)F5YKMP9L M!^O:S%4]
[M7NW/5JWZ5L\M.]VKDJ?:<$7Z_1TMMU4.G;W5_B:E>Z^WHE)UGD MLY*=-H/ HDO\',[COL)3\<%N'(U=,@*QT]KN",3J$I5WB0[N?(GN5@)Y\R_1 M:H)*/H!6D%1*
<$FV]%:OIM=JOYB@LF2%Y-<7-U.K>3D],5Z??+4WO4)RJ054 M.[* JG"#Q;5,/YAAY%,'>*QKRI"4HL/N6SE5C7I==;J+F[_^MOJ=X<'7R][@ M?
@53ZU7!U/473&W!@;DWHW>#:>^@UUZF8.I4XL&"\JE;5RY50*39JUU(^?'F MTK^^/GQS[7_\TBR'BSUL&5"YJ5I;N=+JY8TO]2<+C@ZKG\#U/O5M=VC/3.?8 M_0ASG5];SI7U
=8W">),YZGYL?_^]&8TG%SGEK>K>,NFD=O6$T]$YW78'0 M&U'_**:[S;O2W7\MTS^_]O+)[8_O;^ROQGGTW_GWM9+;319A2J*KK4ERPKIW)40+$^;>V5D:M0[>J?^ M"Y?NRJ?
8:F%RBJ3INR.*K9&UR<\E.0YCFI>6MKO[ZL^1?24FY2$1]18&_2B_\ZL!1+1 M+A&SJY/#]Z_X?Y6Y?TM,#NMB(:=LAMQHTW0TZIT#/6JU%PNB/D6@9P8MIT,NCVK=BYN#CP=?
3\S@YO3Z\EDIN+%C+FP/ M=6LS[J+%&O6+FV!DO_W\]>R@XYCE+!8IW=CS0HP8962*_T&DJOE,^SEU?G=, MQ S+W?U\QD6&$U>33:&UGDZ=H'6M[V@'L GM&'O?NB;2(]-
!8J>]L=P]66;Y M_\PI;'D?EK('_]W3=@Z.]U]J0328VB'F*I@8A6P/*<+U*?E#^W TD:V;PU# M9P[PTKS(UT(?B.\89@=$=T/\U1*OVF& L;*[/R)8S-BV$/0>7"EO1L0<7IU%
M_G!BPJN&7JMA,']-"R:FS\)HV[L&9V>-H-% MT->Z=CVQAQ/MVH1Q@"?9L'M8L!T$$>XJT)KB/(Z[8'^;6F^$-QQP'!B4>BN MB-S=T[Y:&@PL\DYA,!/&G-\@%/%EN2;^<6*?&
@LTC]P#:8[C%]DNT6HN10# M#C_.<=@^32"10S$O?LFBM]!Q.;4\['FO7<#@6OFB[-$X\F1UH MMJLY^#M]D3^(CA^Y]*5O34W;Q=W-/)\V 5.K$,$A31>0_0;W!=L8(/[1$,
M3C#TX#@(\P*QUT^G^W1&B?U(4,?K@0.:^=:5[44! 'K$XN.MT1ZQ6'%'$OQ5 M4[2 9>[YLI1L*=+5N;@9NO^\^URO]3\.1B61KL&:2-?1Q>H_O;; M\"%(5VL!Z?
HK@@/N"JIUC7@WM$!'1M*#0?3:V/>F\&\D(N9X;#LVNT0N\%I[M!%0%A!]0<)#PFAB5YH1DOO=>O:#@R%([V$-08A4!Y<2$RKE!'^[W^[=:/S1Y"@77M: MG]Z+B36(C7S?\&T@*
<'$O*(+ =<)[J(@6;!X)#_F<.CCWTC)83/P)^Y2)AB MT'7TG1! E:^4B@GI3? MO!YVUA[R]1ML_;0XI+0@FL-9T$MTK@9G1PA*-@ ^R@"@Q:9D-,!QO.N 5C?Q M'#Q8^!:.#/&=?
@7:$H0P(5&F^+#I;/GN1A'"8<3I#,-)%^G\0K[">(F%G KG M[%,^*G">?@HPR$1XM,R\IT9!D^%82$C7MH84%G;:;U$'DE+'IESI&VV1QO# M=]GF L3'$9R'SHBQJ8T=S_/5IRJS
RXI>1T_,'8-IN:<<$> C-T"V/0UG$L: M*&/@], DE3FNO<@9:4,S G2N-O6(+P%*-/=ZO1?Y($03EW8)UQ*V M:8W'<,?$%@47$ES9L4&\(,Y ZQT@)@+KI"O7HPFBF<>O?
BCW5B+USR>5]V<) MI1#^Q2U-\W@9>XE>O(]6MO:M]?/9NHY4X8,Y9\I4O:%P T']X#MO"G]X_ISA M+F!*04]8O9 5 -9&,_SRN:&W:IPKX)7E6(DDSQQ=(:82E7C>K5'G2T:1B1I/
MS9$EL)H3^SU5]=R.<\BJS-NQ[CXHQDR3<>:ZX#)L,RV%E4I&GBM+W 5MGDMT M62A$7%L9V0'K)+50=F!2R!UE!T$X0>16] \N"L!RU-3R>58HL 6-9M*!HG6@
M2/$@P@([I=LD!O;6+6(#'ZJ2'2K98179(4Y(SX@,!>F]:=:;>+S([9*F@(LR M:X]JKR]N3JY?U\^GK>#GV,[/-5YE-A(@AU3#OG8\[-XR$EU1\1AY:PA1TI&9! MY%OF]]V!!?<71IL17%
<$B\0&]123$ZH+DV[CWY3#39]UC*[U1OWBYK/Q]^"? MGW^_'1CFQJ)K9C_I*UAVO:9>IEX3,&$@+Q0FUW='Z($B@1(8%M!7 Y)K=:D
M4(6:VHY]M8$N;J*?!R>SD_,W0V=XG_-9NZWCS\$KE ^USIZ6*DY4-RYNNN>' ME];DO-]I#)Z]4D! /#8!!'GL@U?)&(E-CM_8:"O4G_:K(Y"_D&"]M\P 06Q7
ML"UGP2>NUH\N85RVV2;H$I1,+NV[YC7@.R.!V*;I^W;X9P4 M#&V'ZU=?]_?W8_V*F!I)\2# F##:;.8P;[-X_RS^Z:.WIS7%MRCQ4-2!'>"] M I4O0"FJ+]W5JE*7?
B@'(8GQ@_D3!,Y]]IG$@;3 M"]/Y.+$.-.8(: M)-:]1$+R"0N(<"\9W3B*4.7Z8+OV-)J>\N$/(NO8Q91'C!8757N[1B]=<)1! M =9^:X.PE2"6 MIK'M!Z'V(S)]),V
!63/J%AV62S[K\BUN$6I6\2Q@4'<@0:Q9H**VDWM *B$%);HD @(D=')+0?J0-YBF(Z]H7^\K\ C-':$_[M!'N$W^G:[7O^;(_,L&\]+(&-9UP&NT[N=3&_YJ&CRK:E]+ 2*V\|("MOWX^5
MR_1/Q@+:1O?BYI_#]?$E:#=.SCN/RMK;NT8WQ1-*]#;3ZNJM7FN[67MG5=:. MY_I8K#WG&$LHA]'N-M"E4K'VI\;:5_%[-HC2KLK?ZRI_Q_/,\'6BSSKG!,PS
MP4CV."*'5D;CK4O&K##O#'_V\!H)_I=/'"2S$AX1\L-P7#0SP>]IS PLN*.C M%&HV,U' "2<;*T99ECC$75@YT*8YY4(;RVZHW M-D#Y;>W6&RG26D+AC%9'[[6+E::[F'+D-
2HRT/5*,&DT.ZV'H9A57RFE 6_MI@S&U4&BU2?*\^Y8A$7W/O.%1^& MW"EY#K4-_(F4F!PCI<[U$QG9(V)/C,*^ MZ?=/M?[9OM9MUK4=1K% 9\6PET2T#3*?
$;+'$0OV448$%)X!BPXHG(B"?,0B M\|&68]$=1;[(:4M 6B1[8V ?\%L/H9)8&A0*@@(G=@C5%F_(4_) A$@1&$U MHUMFD5?N]N7*4#)ED1WG-@'9A#9B;&WK7=7:%-FT%@L2%-
J8DS68%TZP&@ M.M.5\?\HB,(E1SR].# =.K5@8EEAP"(J0BQR((#, 1"(@\|!1!R -63. +@. M(YXGR,'(8FIREX_$/T8VH2O0YU)^T377$JBGKO%Y8Z\G1:2$54$NCHM6 %$F M
,2+E8OCT)W";>(9DWPQ_71,% &91U"AL.$">E:$LS17Y.%TYG@L;54*S95' MR7I=".HY/@ A4L'HAS_AK]"^LN+SD<=S8 7 ,DCL$.X $,A8?QW0ABYN M_AYT>I/O?
\]J];84OW#%EAA4L^)3C[-F1_&XSY:+X>CNU@SQKWH])8@UGJD" MW?)[>O8JJPFZMZ]>IB5_P0BZ4^#4]HC(&!,C@2[O::>1CT%J,F:-ALT93%\| M$%.C>- JZ(P\
[QP#+2FL4K4EOT:>?084WY_'OF2F#[)@NEC[8M_C_]@8JH=F M;WRHC$"1=,"Q?*; >#([EK(K>$I M2X7W+=LE/1KOGSN*AE(C):QC.!>RG/P%&*;C >*TO7"(\0&XD&[K+%
<6LBT2DSDV^;R>P2B.&HVA1()2 M,K25_3@R"0G(-L'6L0-:T3!RE*3\CJ'7>K*N0F),%@.*^QKQL./; ?>2B1-B M]P//)1DAR$U:!BABJ"\^PB7Y+$(5Q!<46'8:M9<:*G'NR/19V"V[5-
=XITAX MD)'+GZQ+&P05AD]G(8S%:C6XVA&@C7:VVXUK)9RQZ@ZHO.$:#G^"7@>72Z-(MJ8#D1I^<@*Y8!A4KBI85VW72SL!O="8#?:8:41Z_WY\6E,#(3ZP4=A+A$7
MR,@5!74'"O)R?0:_W\L$W:7ZTF:C2M5(0^/BYF#<,&MO?EX>_+A+=[%'BC1< M-DJV647)&O4MCI+=9)'S 2)>&T8[TZ$4R0-+EP@.B47VW1']B +"2%@CBV)> MU0JTJPYU<1-
^'GT8]GJO3][=I:SAPT>]=K-1KP<7-T=OQQ\Z\Y_AP*[4M9@-8V^FCYRPRK^=1UG=$:"S'";#63@7? /D6R6\0DW 2(BT3*]$8!"+@36RHA>$]E(NE=*;*FK;/+.@D 0?">2_$3EH/
MV:QH30#-*;/*>?[8LBF(I;(:E5856VHJ*+83Z$5I-HX_">VM"(<2"$-8PK/, MB!3P],UOD/@M^2RH(%E%#=RE3I#R? MT <&1S&<5-Q,=J[,*1XU-O&S5TU05^O-P@:EDD#P
M(^:V>>BR_(3H:0!,G$\LPH0CMPEL+- 8$R#V9+V#T]DPO MABQ8EW5--#$77V&%:>3* MR'9T!U6AIH^D^)+&?SV/7^&2'K%>SHV_$,Q!D!U8_LF8'1[A9D/B9B.#F^Q; M?
EZW^=37L<))1D-*PFK%&G<0E%.-[DH-!W9@\T?Y.N2O[=K)$ MKTO7]V)JE!SZ;E0(S&08JD7#!+&QX-"HA_9CQJS2Q5&\A2R4_3?9B(R,C3@=?J&Y1]E
M(D;CK&#*I:YT9L([G"SA'XR>KO>UF&'1>>\IWWTW%V4,Z,0:VNL!NNVXJI! M[ROXXZGT;[_:?3J>JM>'*0T7O5J5')\B=UM6%R+ MZ_&(1B&,HU#-6(V0[I6(B^5/B@S]8P_K?=#'Y-
$/HBEL$A82D+\I6>D8G0G< M,:7ZL%9&$B+ R/I_WQ)LX=;M4JV(]6[&BCB<6*/(L;C@E*'91#NXH-7G9W&. MIZ;:%=DQIFO-IVO12]-;5TUON_\"+F[V__M^T'Y]?
#/[9CSCV#2GN7[7XIQ] M;5=;TL2G[1Q8H6D[P:A4/R3Z,?$_MSG M?JK(=-@/[^VQI>U0"N/+)X@=:Y#GMJ!M*[=0M)LO'J5/Y$E?3JTG2D1DD2D_O:@/KTG:1:BYF%?<\ MO%
[J\!ZX"6[I1Y6;K=W8->J[#4,:*OG'YK=1ER3B$\N MZ^:G>JI6I+/,XRR%H-XM<.;SV<&I)*I[M49%3RMZ^GBRYE93DE04T5&)49O% M=$3J_8K&C[F)]8M1^&]Y/*+GF@?
F363/SYQB'B&"8R,?VZ^HY9=N#WF(QX6 M$3R%P.T&UO#W4>1CO:,4)6SFYE8]+/B?O6KNU;JW)7'^4C3U@6PL5-S]D0TK MZP3L&Q:050:.;"H/?
71+AE&BR$[G%1R[IU2:J#22JP9A,[6;\OAYX#*/VKM# MN,0#\$_^$E+H7?OG[L0>P;7Z70/0U^V?]\!$MU^]FJW5&*X'>+C9JY] R[D
M[>'MRH4,5KJ1"_7H==S66W3G[;^\W>KR;LZJM@5Z:T;>W6V$Y=/T2JX3QH*Z M5^+S@W%KY(4L[_B 4D@8UV4V137:7Q[-A?WQ8F279YOX^O5#+_!
O_&TIY[>K]*/9J2R=;]W6'&GM$IS##>X-M7:3R;N,Y*XWEB/H); MPV++AO81*X55CNZ3N_X-\ +?*2?AT16F^K(*TRQ:4-LEXTJ1CNZY)23K'!N#\TW2]/'826$$QI_5@U;:'XSZZ,%-;;[[7
M87DNH,O.F_;;KZW)VTYS<<*71?]83\K")EMJ2TGQ6M4$>[^"PL::4[PV(F:V MHG:;X(\Z?(P,KA+)WXW;'+R_/K6:SK51'(MBD!N[U;6GH?52=4^OT<>$$_->)P4K,;YI=?
O'M=]OUE,Y'VQEC@9RW0TAXJ_ M4&?XEX^3D]6J/\M4BG^X@\!DK$Y[KA8H>/&KK-"Q\JULWGU_>J5*O_X]^&^Z;9WK>27[BAW)ZWWO_]\
MZQONZ<>OUBV>G377H_HU#)H+G#OUUO%&*__^:R[?[WM/>F891<9R_3+?G^/IUL]\"J+/7 MWFMV*M=.Y=I9"K!5<;WU&Q<:ZRVN5P:=W<[B>FL5BY.0SDW&7XF%J)RB_71K
MB%3>DK73F_HCU@XLFQAM;>W]1826?Y42B9V!ENOE8 MP9+EJM&?:QUC]N_-W[/+!2U-,FIT3%T?19]N-Q\Q1I*Z?]36JD?_D@KSAD4! M5+4UMPI);ZN-MWIMS8?
1D#>WH)TZTH(Z#NVJ /T&K6H#KMU*1JOR2U(^N!ZY M_3>XJD*_0:O:%NAM1WV47U)2W@374E63<1UA MM4;ZGTFHQQ,?M2+!<'H^GX MWV
MR3QV9F9^T/7472S%%7UG]KDVS_VU=]O3NI5T^O=]ZKHYF,F M9:Y*(Y_^?!F=O"Y?_;E6]K-8\735:;-^QY5@6USI8)SW?O%+=;U3KVFU^M& M9=RL*.)ZO3]E1C J5VFQ]^?
>M'#L]+[\|Z%C?OHX6,7G4Y')T@ZQ%"IY_^#$ M^EZM51')BDAN[5;6[@'*N/ M-?9ZC/1C1^K4L9NU7.^(HP;0!A_9>/'X08; M/TH1M\|,GN]3^_>_?>X9-M'^:WG>[6-
M7U47>E_W="0[6!9F[F];8%>%0U6 MH>/&KK-"QPH=-VB=%3I6SJ -"9"MNM)OP"584(>J/[WF0OJ"Z] 7=G07R5[NJ2U_0$G1M M.5]0>V-]0:V]7K/R!?V:OJ#'MH)4%6 WG\|]TB_?
W@K[__G=7? M#(:52>3A\X17"@+KW2T(+,X3;G<,O=NMBB!6%/$7SA.^.RT\GW?.OY_\?']R M;E3FD6-8]D\A\>7QDOMX3LFUK[W/__.?/V>I;FYK^I0WKKZUQ M\;/[KBT)ZF]1$-
KC>9D+[@?80K,@/5@#M"2CB*Z%$TLS+R]]Z](,+E$%@Z!+^!M,-WY__UOMVYT_DAV//$8;FO79J"9LYGO_00Y(;2%\G[]#][VOE" G-M.XXVG""P-
*1!A!&DC,V;1_)Y7^VI[K:LOW5'WV:;R M&(*MV$!Z/_^SNZL=V98S^ET[!6'B#QCV1V2Y0QRNI>WN_B<_P$0,M "8'1+YE?M\=6'!78+09 MP75%L$C44(\T.:&Z,%PQ6Y1RN)LL^"
>IB7391/=0D^EU!80FAFL#PB@E2)7 MO;1D?NS"/;?.S9\'=C!TO"#RK7.8X[4#M_Z9>KF[M8["AQ=]=G$3]K^\O?XQ MZ'_$ID8;+,O].7CUT0/BV=M+R53=>OWB9MK_YW7[_;?
HWZ_VLU=LPQKL6![9 MX%5Y8NN3%JG/8^ZC 8L<1@YPM$"SPT#[$9D^T#,0>D/SIP9"\)4=H*PPB_P@ M,MU0"SUB7I>1/;(#NNMA\Q1J/+6"^5Q;-[N-3(&#:,/)](+,::KX:T'[;-?
TYS(N3[<&D MGB,",;'OM(1 -M8(77EN5J8QC3'=JP!M^:>3Z-A+H% M?$^&73:9!O(/,/1A"%1UA"(X:N%S))0FQ_M&#O ML!0 &XI4N0*#A" 7*)(G!L?B6VQ1XM &\$7B*QA^%
[]*P13^UH#&!,NOU*85 MNJ@W.3:\"1/B80&OV1W17/D3X'L2 6F)B:]L9*WV-+FQO8H(EX?&N((A6< ML()
>//X<85XH1%AGJ=UQ68>CT)7J!M8KRW7&MMA;OHZZ752>SLMG/0VK:5@ MSMRVZ+F\6^76AK&DYV"!;M%HZ+UB#RM1APP07R\)Q+1A\S& F+%>ID#8N#\(MN\4%G&AK2"=
<8#T:J$OA)$"7&Z#N[18BH*4S1KB<.2-M O^!? '>?\.'2/>U MG?0)J47@#P7YDV#[!,0*39^V&Y&-U/*)[9IS"?SA1I[?9BAI-@W?.%9+3_[MHCM_\I1KXW6*KXS?H"[=?
@GD"GXEW*4IR"B/GM5V^MD+\,+?IHOBQB^X 3< MFYJ?#];4M>N)/9RPTX-U^3:*+1/DFT'DA,3@)-,?>-YWXH,PC*4=;PHH"L% MR&WH8]31&=[!JG XDP=.3U3\/FKKOD=$
\^']D@55@P)HH%.(-C@S+G MV&$2SV+.?8]M-\A F<'0VMTQ-%U7]7$Q-%-&-86AG=(QM-LIQE"!8PCS0B3S M;3@\.CC4 '>C64 ($R.?.4(&3L:Q;1%?'D([-C+:\2>46-&\Z(?S<]]T W8>
MP>W*LEJX>(51+F[\SOQC:__HY.VLL16ZLU'+*L_-BYN3SX=_?_EV>NBZSU[Q M_6L$ $V%0*5+EWTLH'TRHFQI 7KLF>EW/,;8()@$_@M,YPSE#M_4WCC> !2H M_0CD-!?
8ROOW^]H.?RA)3<"B+]D8?J!=V^%$^VJ93C@YPP'Y9TB#CB(@,Q], MU[RT?*1$7[X>';_]PEGYM)NX6U>6&UD9V89YV@,_W-W= M]R)4W&:(?6C-9,YVV5B6;5=DHB5$6#[X;?
*J6,.M$@YSK[.9+Q(3)PE1O03! MWS!:>FV!Y HR@T +CB<:^Z_/=J.-8?T"4_:TA6Y/7;4'H/PS-'U_3K+K<(C0 M#U"EL^PKLEWDZ6VJ;;'/O_DD/_EHA?
O,YJ(6G;SGX?:S2[OMH!>M;&%5Q26. MO 1%Q6AT%AZYS^DPF5_@E,3!;XL,L.FT]\35_HI:'X],^_=/X RDSTN"_M/\25GX]]7Q9O@%D6)=V^'?L!?$5R0#_O6Z_U9[ZSDHSP?IU^$9?
QG?A4OM M75KH.U6G8U>=?W%F.0[L(UZ7R2R#%KE@M0G,@QP#"8?M7,% 1Y'E!+!B9V)S MMB%&.CI(K).JCFC[CGD-9,7Q?'/D:?LP9O*KK_O[^_*S:UBI-8 WS%!#L0IV M*%B8-

R23+?E_^]$EG#P_(^6(S"%9A4>H9@D+IAT$$=D91XG(C&E\?#8_OH!- MSY0R$&SL$58PR6ZUE4:F85->CO,@GY=!(5Y8JY;>*AB M&_)LG)A7B))#/V)4@]$(^'IQ)% M8;EC7YV:
<^14@H'FQ^C$L8?O/?<20P@=M M(GFSIN8(/63!!*XH!0WE.Q+4@&(>713 S.\],VM'+>E$]]5%W7:+%<=2;_%L,/5M$&^4H.O5]6X-1/]&O?@: M*3>HDO;+LK20D!*A[22@:(*!
[3*A#QDUR9,H>:&42A*F$WBQF"ED5S+ G]B. M=A9Z%,0?R__,TJ)(PCX(DFD)F/VJJ 833YAL3%6"R@AQ22U"2%5[&D7A,P71 M%$O1-3$12"9,.*.4#AUU2/13"9<^OTP(@,#RK]"\@"-
C/'YH84B#I8TMA"J\ M'V#8@G;E.=&4>7.'-($'L"!!E%0/QP9XC;3)?.1[0],?H- * KXIQ;GX(Z0 M< @O9-%G\G1".:]>/5V(,(_2,2#Y6K/C58-U6:TCS-^HJ$%1+.9_!SP8V'& M,Q)@0Y#.K9&
(P!2G9?V<452)Y^8Z2AK&O5F7M(B!(O)=+DS8:S+"X4(CRV*[MV*!J&)_X9._;D%^>P8(]?#V]H M2RZ7_YA948HJEV&.T1L,LU;C@_VB4\KPOVT\I4(&>:=36M8]?,LI&7J]D76Z
MB4CKBE\^++\|.SI(662 /4T9G614_-0*?<^QHJEV%LUF0.K2/%.0>]54DGXU M9ID1<3QF*I*?!A'%C@4J@TK/CJX46BQ]2J%*(WA3^,XQ(O'*\N?\/6!:P)_L M*7P(8QG$-#(G#-S S<=
(2._C$S?A,N$%B9@?]<8W(9# M8CR>XP30;(1OD>:=\RGD'&,Q(GA0L8\#1UHGRI15#H))D/K_ D M:;,X)"X^ '9)YC7 A?1W.KTE%R*71L%C8QNP$,0A1"PAG/!P"7.*QGPT5F*V MI
=H^D(8S:R?0T11ME8/+9?92=FA\T%H]@$P]<@);19S.&!^>9?*;># XHS- M(/!)$,!A;!5P(8)%!F,7K])DP^2)U^D)@ONP?4C6 N]#B*M,&F7
M(&2D0LOX05(P;G;=10SJRK[Z_ON"9=Y#K$CQI1(,(XT&,*6VWNRLJ$8;RY_(MO02*QSN1Y42(U(F48==HZXU.0V\W"T6%9$P?(^+,NPA7<42:&%#%^6++TU%\ M@ ?R$V%\2-
MN[W&E;G[^V^B%4W/PS:S+2^="R #(1? W")55"N#0#84>8,05H3SN(?)&=$4YL?R0R3?!* M9D,:4LO*2*&TS (A=$]][7$N+]=XVP#"LV4!'H7,AE3T94IDEN*F;A=
M*P1@A(!I(Q3_>-HGB37!GO;5XO#@/L[N.?6?!1@D1L2TF(47FD;#^^ M25PI1/14P^'*E@P^J<$K*8_DPGM5L+[RJ%D9JFI'-XR>WNRN*!+4ESN&$JG:
M@QS#G6A<"9)93V_U>GJG66C728L!=T\26"'O>E[[<#0X[1]_>F>7$#+9V[Y.(B%$<3X,H)-,6V:L& &J96AH%5KQJ4DB%J\AS,4<" <.=4\'] M;"=R%A^_\"G(BT/Q=N%
(43/VY<*.K+M92\1*\MW<\;[1^;:0 2>7LIKXDUQ$ MDO&VEJV"N(#QMGJ@@3>-U82?QD(PKRCS/"28"\6;A6!>MDO1(CM'JZGWFH5* M5D!S0\=VC/0&B)"5 TPR\6
M)OMB_$Q<.*E/Z?6G8BAN;^#4J64TEXK IQ7*!>;;#E.+O8=%,-AD/8#?!Q/-#"M9 ;"4C [,W#*C" MA&FC9*(U:N@'PZ!9W.R496J02XB7K+S2A.+ M@C>3^"7B)C%IE!F-3N$*>R-
Q#R27OM^-4')<94H 2V]=Y3(4+;:(C[R?0FHC8P/Y M'T7U#J6>!-K@6>#2.')'@%%=X.[A;=<06Q"3H5$QZG,N-#4UPT3E\ M)>)2-CH>L2H#7$9,!QI.^!7#% @I4P?*ZRQ-
P>29#B@(8.@[RRU'(!0 2!HT M66YR\>HIO@K(H(L9A)8+.#:T,%QYJ02TF.L-3(=P!:?-BZ(G_8*M @CIPE!4 M"MSD0=,K9I\MP?MH=+3\+Y-^IBYEF0CY)>
[QLAT<%I;':.I&:\4@I_WE@N5+ MA?7#I2;<#OAV">I0W=#KG685MO2027TJHV"I"9+>'\F278+>9["^E!8?XZX>S(^=D?VE3T"29>A/;L1.*^B[(QG#>,X=2[#A/
MV!&YCHG\1@$VM0)M;.M"V9GL/9CGG%\2K0 S6&2 10("B1IGY*,CHYMB?I,9 MA7GK '$]Q8$=0$$H.[6) 7G $:(MBL5!X ^G.FL=A%#RL2HAV)/1A MCB,&JD6D2_#:>2!
[8%TW,H8&Y&+ ^;6KY(%?\AE[E9!HD+!L#R/EN*,9]@&%K M0L,81TXV/$UY&?61S >XU*)*0?)KVOXT5H),1=U!.)("PP,4.:3P9ZKGPOB2 MG Z+]:((A^+O;6EPK.?,E:K2A;V/?
O+CNS:W5T97";[PTK#-7B&@J)UR61%'H-PVC<"'A0O.% M.8)9V A,:. *$CR55/&R#5L=:=CJ@-RZC HFCTZ:MK'2:9]Z21^OY]B5FL 'Z,)%@5!3US=V0U!N$IT9XZH4S>H+1
M>T*Z@.?YTD"+K8#$$:HQR&195CB!2N)Z+K:O9:Y6I0Y&4FJ0&(GR2=)BQ%S- M\85"I4F]0(C$+-9>!N/WXF!\V=V(5[+@4?DYPXA FYEO7=D>R/=CM(/MM%ZB
MM$=+)CLQ,T*)8LFT.:I3.J+"S&27,K6QXZ'K.'XJIWUNB%0 VA$_/_(ZSG MHBX&@4R(3Z8->NDOO0W.OU7N2#D,RAES:I M(\P(*+:()(35C>1>!GMJATR)P/6BW=VT T87>S1!-
//67!W\99@A#+W7JE('URQ+?A4% M<=PX(H(J!2AF,\&Z->Y;_@AW-%)D,G"]D-#H"&O9O ,D?::Q"Z_C('MJ_U M'0U[W$31LMX ?OZ!HPXG.^2=X;J&-I7YG?
@!A_LT0@&/\0D.A!*%;YI*Q+9 MV$=//#,+ ?Z:8T8"T87";FF5+,']V+R0%F6.,L]LCR#O7#R53J12<*,?.@N MM'>5@AOL#,X?WN&1F#AUV4O0W1N]EEYKK)A-
4EL$U]4*F3P<7!O+P[4$?;S1 M;NG=8BJZG0%'#U&PN-/---J,!@&% 8>':*4,BLH3JT4&"K^YN*GO?_IQXG\Z M[#C;48O8R-8BKEW<#*\/CX_^^^Y\>&0^>Q7O5F/;K6H0K[.5!
[)!B]6P1YM* M#'RRHJ.FZ7O1Y209MQ%WOP%=,[18KB35'#2O3-LAEB]L.-M"#S;]T!(CT5PC M[,)":N+O3'7%_DK/7O5CAPK*'S(&FN)E;2N^3]6QE&-&/1F&GI3OI >IL/JK MJ;WW\
(!,UV2:/MP[V?^!][R:KUHCUM2 *U >X*T#KK&*;$XNPA)+TS5L"4H@ M8L7GL:&6_/C48GAF ML,H@VL[0 W#)W#(%CIF;*$^5^T?)=:NZ/5DM$>%E%J6\9 G,Z(Y\]T1:U0
M0RQ9N=B<>BRY=DI$'8O"PSL\V$ZBL&*\+"IUG'BPSPR <;G;8W+Q>_Z(=!M9 M3"/AGL;1=&$EWQ=U@1.AM/>L_ NJI(4!BOS3S#$D-Y<%H(+Y4_.[+0!W#8CO
M,"64,4Y$/XS'2+DDELT1-"YNO@U/OOSHOKN9=>^5([B9"8&=*B'0:%4)@4]2 M2CC/I3OH.B *QNHA8M%$2A3$4!G'LHC2QZZ%5JU&'@7+)\D[]*FO)(_^]T'L M1B8L/"P3,W)X5?
%DU4994. :9O0IS-H$'H!=B@; +0.=Y M;[.BC*)HDCJ1S@H@,EP,=-[<2%1$N#:#T.*_)H=L9(9,KS91CR*?F.< 50(@ MF$08QZ7-[!DU(^5A7H#? 3JBN%L:S7H.;ZG%0<:%
.SER;@]\!0@53@$&=Z! MT9]\=\P)($.E[Y1W941](N[;$\B=QZ/1PIL7)RYK+?&A3G$D7F3=;5R,ILQ^ M:M1JP'^;@\[/L#$ZV^_%!=-/$VM87"A)G:/ 'FK4=FNI%F7=U0OIM#-^CGJQ
MBPG@[^!*53%'[HK6&@LX2KG8F1>$N*GJW0DTWG=.];Z$.2RB $"3\<$L6Q* MM90&K$B*B<,$-F^)RQKGT8LHD_GN+@AORMBZ=!BDH@@Q5C2=12T[$BK(7>)"5?
MDV7K_U#4@XH?IS13@,WK8*!"1)';BIWG4FWD *"M)+11<0QXCS$['3!*=#:D MEQ=;W.7+=SF4>*95SV6Y:55&GUW8"EN2$*C#%@(@0C>RK+"2$)3Q2AT<)0];T),XF@\E!.$&R
M"7HXRC,\9*0G8D86*+;JE"_CSBJQ%?=*5,NB\@OIJ*#T.6(.&7Q&?6BB0'Q* MQMP1QS,*I)%UMQDTX;?,2*+3:4X@C@?BT0B49,#='0K*>9D<2]T4+ZZI=(I) M XYY6S,9U;G!?
Q36;\D$/T_I71/'O2CM9S+M?>,X01!LX,:D.\;';(\?=Y*A M,MN)TO,S*Z<2BR0#3S)MF#%0^)G;0BIYLIP%]Y,'4FAM(@+)HD]Y>!9'2EW; ML5]BU3I9,+: >,@8.5AYQ**
[,2,4E(404Q"H=!O^,=^EFB83> ?0"3-D)5$S MB":\),H7&[W2:+X$K=!L4!A'-M.O9%R=W#A*8IH#R@ULB$\.JK\N0]\$V>-4 MCH%/9^6-0V8+H]#!9$LMHMURM
Q\Y%T6MUVN*S$GA12+5SCA1%,>*_T+@R8) M9W+7^9#!)LU,KN40$#HOF29I]H(S)9I(US(579@T@*J?[*LP48SGL*8=NQ"3 MTO15(E,>D<&3HP>29&<@D5A%4@5(_:\]>[)$Z!
[D2A-9'1W63L&]$7O1K.X M(%"@T"\.7-^Z-/V14B6A:(DBR2;Q"GPCX]&U45P:4LP\HTCC5&@YS1OSI5SP MBH#46-(00D0@BFVG/GG:]+A/YGP"O["FLZI'J^6'L=7M*;'(I6!0;=-
=SZ)_%R>S'O0KQ[,VDI[G@ M:-C]\D/I&<'^C[Q(R9+N*N:CPC1?+6[;*,Z%#<- M/)_)"CT::(DMN(TV3P?GZ^*56S37;Z%!DK5 R?$Y[N7D?][%[;G.DPR,AO M>
<'XD>BD6%Q/P90,EZ1S(,04.RXD2"YYQ@/'(R6+L5'1-5I/^MCH1(IZ>6;= MH0?6Q+&W V=+#+RPEX^]B&N*',8D3N)Q''IA5^$7I55:3'/\%*$J\!(4A6W@ MZSG]S&6!.7' \?
G&QWM@!4/?GN%21%1NO<>2M-!V)>U6MV)J(9RG&?+!27V M=NN]0MM4YYEJI%YV!\]>Y1?7=A6]6N'C9K(JY:<()-.SB>6$*:E3_)9I\R+$ M1(HD3573DDP6F*D'RQ#4_H._QXY/C
I:=PS<+VB& .D-A4M>LYM)*R?D&D+\ M$)4@4AY[Y$&HA,AU9%:M9^M=;FC#84QDKL$ M0P;(D!T3=3[!#AXVT2HDAN2N#B:0=".QI!TP,)6?,MV&:IJTBX3'!>\6
MS07:]8[1?:FH5U+'DS=C!O,-\V M&98S3UUQ'4"'X7D%?.!I*WEKCXY,$+HDEL:2]4I' MRU_608T8ZG?B6'_!%].Y]L:<#CRSJ%[,@7UEDXU;LA58CW>)*4_#9!P9'R?# MYBK,*B\|(
WC9(>WF$&JC#BOTK,BW[%JH>J52V!V>+1(_[F?(CGN: MGT4#\H*0Y?BUZ/+QWN.=,LZ #E,V>2R9#'AU0]YNM7]I.[*7LC[*')'(L6$ M7F./WUO*SSMQH0\6\IN;:W-
[$LPM&2YL'MB=[UW#3"^Y=5PFL6OU3HX(S];; M9]]A9!\E')/H-_:PIF/U)K&Z;F8A8[QPXH;%>L M.ZY=]=S0FW7FS;&E,B)TO*=EQU[6B+T(C_'G8Q$40-4-AE0&Z30N8(F9OE6.
MX3JUZ+A,I:KV[LG$/'$-V'471 M.RPZ#1*826D'PFN$PF.Y+==L_F"YP"SIM M:2QAPR=>.[$=[0S&#\33E*?(F=BKM3TP$/BZPTXGI*0Z*]
M3B>.K'@OQ$U9E9,;A'@K"FP10W414[UO5.0YQY<0%9-^/EEP*6V Y[RM19EI M'[TKI712BQ;67EBJ%']TJ84N[ZLCB^3)A;"HN86M<'DXV,D8W\]X=8U:K2ZL M@26A[4UT^=\?)\
[EP?1]1VG2JH2E$9Q7=@RC[;!^'R1N/$MV?RV"S+-7+#BV M\4(4R60Y01BA+2,>?75#S^MD+^.">6[92EU[WD9/94^M%2_RNGD"(8S3K.N] MGH&V,C$\3(NY8PHY5&*.%G$KH
<60,?.'FZ-FY*ATMXD[@.9>ZF)F(Y&D] M+7R=)82OI%BA?H;SL-O']<$T*ST5%31CKJY>LB+'6L5J2W,^B,JA_-C5ZJ%) MSIO7]BKN=147V\|I#MR[8W'@-5"HQRD2?
&_ZM5)>5G&AX'J]L%!P3J1>(I5@ M(-N?,A8Z-;];FE'G@=UD;W?F(@ Y8+$AS8;>JK7WFG7T4MLNN262O%"4$:R$ MYU([]K+6$;RQ1>,QJ7C- L$-
S0]M/5KXN@JQP2+%A>'%ED"S0O#G2J%'P-UX! M8,ZMC0CJZI*M,U@SK:B27!?(0@_H;TQDB CGJ!"0\$N>D<#Z%& #P;1.HDI7 M>9HPH*X/,I4WI'11QPI#AF>(\
(2@8YHJ+8>=BT<)"PGKQHF]ARRM(2_5\OD# MJ:0B!Z/7L0,HEUC5TE%Q3X*8?-B!TGRSH#5.XFW,7DUWQL&7/@@MC?EAY86@ MFV,34Q_RX1)PB!LXL)WF;$"<#[TOKF5R@A
I%T:]\TTRI1-=]>$DV?P?HR\RV2MOC7%*B/1@^Q: Q+5&*?RJ2,3:LC05XBT,$UA^ MGU6'233/5=[DB5MY.E)^]R@Y=CX9P"RU4?E&*0?P0F\HY[E!0
M!"4@V@X0VY.C,UG!48[&^=E.K@U?-M@1/4B6,\$>Q6:M$_ZA;,7-#;#VL5H" MI_/Q>]3Z<>:]F\:&J).B*1<&NA7,MWQ1C5YG>0MJNAK.;4V]67M!DFR9ZBUZ M%!5;OLMS9L?
^/"V1=R*RY-+N%4:%8H-"DO(483CK4LP2WX@4R7PX&985VC,L M:F"QB (2I(*$\J+J(8H]+;Y>_4^@_F+D"/VP"%X<;U&M78P97X6WN27*(7(M5.?G=;T'RDBKT]S39,B&)-)CFX6@\
<)$U-D&!H'?QI',N$,F?H3#L M4L:-NI.XR(9HF>A=XSN*.(=UZ+1_,7,A$ETDI%2".@F) MNVEFTXP%&EJB)JN!9+>-TJS0@G
O(.GP*.XG[B9[#>AQPR90Q_'4<U,V_^D&2U8QCLXZ]%8B1)VILG&F'2!, E%E*EE< MF-43YL6%6:5A*MR$58'J@1V.+HB0KC6
MM:/4O$\4EH\%XYSP=!D#HZA!"ROB#7Z%'Y&H'3V8'2N-+GG0ZBP#NO,4,+FTBM")_T7;9 MNG#W28--$>X48 IA40*O?BGB5^_I"O53LKJ+.5T1HY-VK7@0:L L:*F7L;M) M+_A2"4
INUP0S68.CW*60=[RIX_>GE8W5(^@VAV3AW+GQTFG'R9#)S^8/]'- MP&.X>0Q\ B+X0ES CZ7.9%:F\X%BZP@S75K9BF4M64)<2!*#R'9&5+R;;&UQ M/?
TPSJ,^F@'CF6*2J7+A$LKQB77\Z*NX69L$- MO.P;B23X.(A?X$R)#1%S3ME\)@,1-V132H(+\&,S M,0M8"H9-0V_5ZZI-#[,-QCC.'$L1BZ[65!4=6S%$($KD3JVMV]0-PZ!P#-
S3+HW.YDN/R8_1 MMN).$V,4J^'.?[="E@Z]IWU%\3*TT>@?*E8M!C$Z+Q(U\?#Y_1N#&!HRPL,K M->/^* ZXJ%>CTBW1,"YN3NR_;@["-^_?MNH;FVF[08[AY*H6F!?
JMQ7*S>5&K=>5E.3X__*#5][0/_8_]-X\^"=,^W@ M^&S_\]G9\1(.SK^V/^X?]Q_K^V??#PX/A?O?#H\ M^_S^G%XY.3W\U,<'9U63TS++-
I)4_DG*WD?,_[K[WO.HYOV6T!E#W/#U'R!NA/X9W=OU7;4%P!FSO'=QU^.&IC65$LQ-*FENERTP8O MMLI[%G;Z0B!2PK?
ZK%FBT6LT"IL9)E]/ENE.3F$G9O:8OTU=M2J_7WS>R_$.T P7&/X'MI. =&F<:0! M=CF8,2%=Q-LL'FL/,,D M0!T+T0,,,!!)K E#D4[@-R!@O<.Z%@5/EQ2^+ #YR''G\25X>
<1Q)8(=A@<__C-8_%\/(>F2!1A M0>5FX+G(Y.9!(5R(UX1J=EB:O)\0C]9E>\K26:FJ^H H;"HEDW%FQ=="6(MQ*&L0<:K0Y";S9S-')L'*&.ELN1=#6+A!)Y*GO79)0\;R;Q!5B\@-
Y'GDV%+\-"<21-N8W_?YIHM%<8!6,S#%78Z91RGX4 M/GDI%.H H='E-&9A,7DF:R*_PZ:Q,)YZOZJXJ\J[JI"+JZ; M3\I33]A?P9*+P!E1Q!5 6NJC(>:O4%@68[^D1*%_7(2
CO%UBW\I>M#CE4\) MJ>+RYB)*+)T73>*C6!%QH1V)IHNQB$K_'58ADKJ\8("GA<'-18C)6DBA;9QV M%J?04 @EKQK)X<5X.&>[%O7=4]+N53 RV"5)##E'QY[CL'!2[#L3D6PGI_'*
MXS%%OZ!O($'$ 2=>X<5R1S+P$Q:%E&T&V@'! NBZ=4WKM[G;D(%3+*60=I+V MD_Q&4VN%.E0A@TMW7M*KF#YK5\FB2A&$G&F*N
NQE&LN+85X75U/K?,90I<_";6SW4L(A[Y?HW?2U=6Q8Y+%CRO\[A56>+FM74W*=/SD[8@U982@=I.I'@(?V&2 MQ9QN->R LED;%76?&ME%2V5V.
%!P&WTN,^4YH#W9/$0JK=3!%H4#JXBB9J48 MNL$I.4$11Q0A!;9N:@ :%MM%R2L V>\N-;H?D)L8QI+)&J3,*SKT1X_F\5GW M6DD5:1$I33>A?0M#A_H062.#
L)7*8:E2J.BO'4]\>)>TOCYU/SF8<+6+O^)I<$D*Z0"&?R& M/:]VH5ZR!@]4[>R6BJZFJ*-? M/,*GTWW>/9Z'Y+L1VIZ99JD&LWTZ^* XY;3/H3E9-.["8K)[\=*&A;5EB\O? MFG!?
KLR1N>#C3%%Q[*0@>3K&+I"B%VZ< M1KE3' '.U;QF>8-R*)J0.GS%.UW=O+[4I@*%5Z_R!T MK.W58%C 5L*_54;%Z+^)Y3 C)]J0KDP*N+V"S\G0;XY!=K1-T4$"2!(+-L/X
M9[8K5XUNTYJ]1?O#,_A@CT8@8QV:\/-[#NSW$MAQ>3_M;Y#"_.+SB&\E5S4B=L]'5:[V>C$#$"$J->?9%!F.BEFA#EA2"
MKY.U'7DWV6;!>H,9VG0X*';B7PJ6"VLS.AV]U:K)M07V3Q;Q&? 5RO3<5!TW M,A0QHYZ>M.C%#7;\N(TM DT&AK-%P1Y(#YQZ4E$HM&4QU[CM"T\BM=5.@7K$ MK)1,_N?-
UW%+E*.3'*%Y!9^QRG[#B0L"T*6XJ-PJ+TJUV*QBQ:49 MJ"[QV.XN+K3E7MF^1S4T\)YZ3L25]WT1>,.R(ZSQF"PHO':BUPQ)9V34,E8C?HRZU9&'AS,MV09N+%_YKT7
M1D&L:+KRJK.X- MQ<<(,J6^ALUI!=GBOCF1P@>/)O.1[PU-?T"65*K'AU*5[>@R 10+.2#Z)PC' M@,*F"/$ZZ"!E&]>S174C2.0E"EVF3T45=>0*M[;OHVK29&1Z?1#,@)LPW+U_!/;
[U,"=4UA*!NA7A7]J"]V4-F12,R0E*]@"JO,C\'1ZOI$SY=CP.4<8Z MJ"%,C.GQ+&]BBI5Z4ZYZ Y<"">(!$Z6K#(Q'ZO-VQ/-]65VDJD-$R2W;^M%E M))):BW+<%QK2I0W\Z_[^?
F'SK=NST)N;FH3>7#H'O;YG+,Y!ER&%,M.94F%B M=4RQG2GYZK'VPEWR".I$LCI7F62F.HQC725SJA\O9[VYQI3U1ETWVL9FIJPW M.DV]4ZL_?LJZELU6WQ;RN2BXH5X%-
]1K57##$V+6?T6NQ5U"WO%E,>I4SSAFIE&9 M*9LK!,07[)3.)JSD4%D]EZLCVE#A(YH#_LB!(P'93 M5I'[\O_D7A<+ +!M7*^R;2F.K"0;--8H&[2Z>JO7VDS9H-UE'5!7)==]
M\E90MPT*;Z=@9,JG=+%('T_7;RBA"*L7[E+),!YHAOS2[=#Y/62F879AL/HB MQI*E%9BZ)(L*ZP> \BF7P/6NE[P(^91)C+8L:8HH'*@^?2JH_?:=R^_ M-
<[2F)9HDU8.B:DHP\.:OM*],NCX/W'!XQ3K\U;FL 35)?0B%.+=$NK=*U0G)KGZF*-$4I^&7+)'LC.S M$?+''VGY(>=L&[!_ MY!A7Q!9 Z=YAT4RVD/V""
<9WDTQF8R%7EO_A\BQ*T4.K4:,V(YIAR:ZGAG<6=L-W#9]ID3Z5(\:S M,OW">?PT]@NDKCQIZ6$Q*I:/B;RZKV#L #&L:S,2)3*&-HD69%$<8-$*"G9' M=LLR4QD9^\O$NQDO+.
[O,$"##;'/S(U3>*DY%5R9-=RC,T1E1J9DJ:R79<3B M&?-D(19 Q0-4Q@N+VO(;!RA=O'KJ3@CW#/[($__Z&%:5&W"BRIZTQ9PLD. MXLDNH:P-
(A.AGG=K3=UHU>BSYW5#KW>>2J?=]1697#>#6L3OSZA1[3[&4IO# M' R4)A=$Z\ *0X=UD^'" M-M"#$IL'K/] 'T$R/K"Q"!*0Y/YLAFE/"-E*%EZ;M;FALJO7'K8I@LLJ#B%(
M6'GIL31,I.J"F>RXT/[H[[&Q/X ,85H.R'KP3L *1IC:U!(E%^64NB(C*,VV M]^*AY!"RG>G(8CW(XE;9;/5<_V;RY@QS'K#1E$ J2BH$[.9^Y'V"
<0(#NU0TRQ5V&5.)'4BTIKJ>JF/"31BB7KP^G,\5A;BB1/ M.2-FD'I .,B$\R.9)L.%\XKHK8WHL6B8^B)Q!#U?XDRM^$S-7/>7[$];X [MA_7[L%B'>N;1I/EGGB:JR=JM?
#VQ=X^\#TPSQ@^O/6%--%UFVOC+=)5NE/6)]\.4?%$L_*@V=B:$561UF6@ Q#*M#S M04[]^9) WQZ:M"A(JE$%2=6-*DCJJ7# 9)!48PDZB57];I',51J)2\E[*17,
ME)2=N*QE)QJ'DA,A[AXJ-&1WE)&\J"A".CH@UA3,I*:@E-W&Q$S+#1C?\ZYC M+5C,AF;VU&3)M@-9=:22V5:PZ?(%WG4S1PJ.)'/W\G0B,[96 MDB"=ON=!D-UNLURWZ*:FD0$(S
M0P'QS'1(5V!W_0_X#+Y#+S)]P:S7MHNLFUQVGANQ8HY84<>>1J1JMFHOI%$J M'E/;,35,Z.N(A[VZ[JK=Q=+3LW[BV8F+X5I'9&6]K+/SUB M .JKW5)91^83D^GH)3HXBM6#_-
<>?H:GR;:+?\-^V::D_(>*ZTPLL9D-N5' M48QNL(O:7@P3NC S'TNI4="0^%T4C>%0]I1:D"!SCEA5>=$!DSEMA4TU,4[\ M/08*\
(1]?).5EC#1]0^;P//D;6SVL.2;9J$OGH\Q3';J3NMJ=)8IA6/1I8)) M):H\KXOP"Z('LJOT6"R!O-7L=6:$%N$&=)C"K^1;V 4;U[C""#%:Y=$>]>;H
M#*8C7F%'5N$F<\%"L.3H8G%Q'C3&G[-[:UUZN'I:)O>\PPH=VXK8A"*!S 5\Z;IB<"AIGM+8Z6("0/M!X/+Y&A!3;O?U2\
M'Z22@A0HT[,P!^%YP+9#@25K,V.$(/M%?"$RO'RJ\L7^QNXB=K!EA4^W5JS+ MM?*3A2T9\%<=13E64:4Q J=MZEW@/V7-\TE)D-2G-!MX;NA&NZ-W6C7>Q()" M=X)8). $4-
=F#M6>YH:XG="[I!KSB<*WXBA,QC\87.0SB0*CL M+K.B91YZ)F&1JZ3RC!OT3.;L(VZL0.PJ1_'D/>R18()09-J7DS"OK7E1 &3A MQ GM'09)IQ!E,D\^L@!.%%IXA" V;(MAR&-
QR>J(\|7'"H2_JT0 QLQEP;:! M>8#8BX0L^]#*0PQ:SLOTV)E_X& M:&DE*[IB'Q0GWI-TFPN) FO-D".;V-F5Q?I?Q"\C'\Q\@$O-K7#(5:L8?-,X M2M-4XC$1VF0007N4A9<
M0(AN)\0\Z#=#BX6"S!/8\OW1[&'6@HFF1:1'S %#T;;*:$%6%Z*.,FPE7HX' M/3'K&VP(H1V8*AU.,Z#TRG2EB4S\?;Z'^I(:3HRTGM'1N_56:NG9_<<*,080 MDT/?'U*W&(S"
(UI.>A6KF[K7K3$9G7^,SX $71'Q#WB-ZX!961KMFFXT6U(M MCI#:,N7@LGL&EMI_%2A(?'C612G*WS:[>:'3%I^.4FAM7W,9H M\YWV2Q%IR7S_,,85&Z)9BX<0GQ#%1QX\T7:Z?
P;1[%4X@1L%_RN'R5U:CR M&JQBV14E%?"33./(4XE;WII@).:WE^]\P;MPBAKCB.[C&Y[^%NQ)RM\%$8HIRSK&!?]LZ%G>"FL %".IL) M-[8T&NN\RKW$Y 0 V#S;[=;%"?0K.
($ZO4J3N"I4%444E(7FAE!1Y8T&G._M$!5[X"8=% (;+6[A5Q110!43-=$@!'&0)8!C(-*<#,W7EO4]&0_.A/A;YG?9 MD,(;)?T#W .2].W+!-!ND[D+1&M&2565UFK:I6C24.>MT V-
?:&H#BD#.GC#A./:2H"&=K'#4H1J$3!+6*+ M?/<9+I2:%XYQN3NMEV@LH1\40SW?.OQ"58C1\,!VL3,TG6$DB\(,+,V HS!Z M4K9.+"E.95 [H*8 ^C(1(H?*"6W N8
MUY12J32K@^>B>[N,0I%U&NC08/E"D*'K*$2^C9V&K67#!ZQ]'\&O%(H)HKK M4*)26K^[!6^D.5,)J<8*^.$N2T(F99EWGL$VH'$_NZDW8NY,.?
7M(VDF%5DA=FT1K]]HZEL0IZPEY;?8K,UQ-=7$J[O[+J=+(TO6E[&RMX?*)F3/ MA1'/O..5O+KY(=5+Q3PS'_/B".:E(JR36?K> '?!S?"8QL0C36Z;*2]X)7-+ MU8:1[!*>L5
VGANU5ZN32:' ?UQ=G@=6\3_>'MF85H@^4 8JL+Q*A\]4Q\54 M(%EM(2>(I)94(-FVNQ#F649)P^8,IB\>*!F=(D)2EH[VDH*59/"L/A(72>%_MB(R@/)P.;L((!1!9?
58SSI/",C5:@)7A+JAS;$)-'TYLB]R:+F4_>V,[-./: M#,]Y11-RC/$J9L#GX2&*9RA8L74L@&M&],X]H5+D[^8#RM^+,4Y?#!44J2A+
MPK%X'9:2Q71C53%=A&4QL5R&)MTN:'<,O;:2G+T8<)RGBMVS4*N$NU/46L'> MT"\?[;WG7NZ>8R34L<1NDG1$ M^L[[\^-3I9TE#_OBH["2D2ZWZ",29Y)U\/LU-\[Y!6L:8(T)?LFFA
)PN2HV M7+HIW5DA Y)3.%DI+^85:D7%!"^3=6<#ZDV&SE?XZ9(3GW9';[6[^0' ":** M-B5QJY$=/3?J5,RO$J)_%50P]#:7:^Z #5WV:84-I6%#JD)7ZU$PHG9WC&A5
M&/$H7/L]U59D[N^(6DDG34C' 6ITK'R;R5ZRB@-]J[-[T"H(K;SZB0$_HW3L M:5$<*0M,1+-W,/3M <9J6HYW325]RT0_+$UKG8B&U^CU,X+-5.'Z?>GB:'? MHSJ@9,XO"'E]WI
40QWA5+[:IU<38U'=>MD(H\ZC$#*=W.IJ M[GRL);#E)^L/+;99+JPL^K'L4BR8VJ@"FEKCA>:Q &K6 MC=:B<"??BRXG:0:2J$E-7=YX95'AOL(=QH>:C3!.-+A]#G"DCVA/+-J8P1QN
M#^ICUVCGP3AT9NE95'2R8A%EN9!MO 33*67U,>N 268AQPHM3@[BVMR.HR8? M2 3/IE<1RG/3P@^9H(<''S*+C6_!/1W,X[JJPEQ(X="XZ\6#JQ89YC\Q,4AF M8@_L$/:V5]?
0!A5ZZGN I[R$"HM%C^>6UJBTUX;,%D8-G33DM,6$;D$Y?7,O'!8N1A&VK;H^BR* M]VE5\3[U1A7O\U2(==JSDKSKN4'U=Y $%\MJ[4Y-![#M=3H<4GM5\2]$+RL M-5HJ7Q[JE!
[(L<;7\(-)4D69=>0#R6?4+:(A'[TKE2UEQ:6:PY)"$S<4<-$ M-5G 7"Y$@9J 6)XF#85 *LX_1:]8QK,EVR:&5O/*56E N@B2R)7DN9TR(MDL?*8NU083558@7_G-K15+ 3),6HO9*Q-HD>
2HA35)0%,!)K MB>?;0ZT 689\DV4/\2(..E8\8)48DS0.L-A&S5LL4]HRGQLU20*RY,,(54\%8\4O"?X\)7 P$. ()0J1F37%C MV;KP]_LK]#I<;\ -D Q"T0,JN4>\%!(4*?9A(@
M2"C7HN).;8RR36(I): 7!Q>Z!J^F=3PYQY2;[OS"HE@]+"Z8ARZ-#""[.8C/ M%@.'O93BMD@K5>O!6A-;Q?*CNN0N96_T7GYX?TPGK;')-*"91]">P;YC3.6C M$T/W
/=PX1P@ORXC.!6HX6N0CJ+#=-P97J\5G*7CTX'X;AAP6-GX\FJ.3)?U MEI9XI]=TPEP/QM"-5UFTME)]MGSV8X\">3H;?SE+/WNPXK["TX/5EQ

MP2M8LEF'R+7<%8K*V8R='JN(F46U<0/EV8%F]V$$!:WN&9%GVD%-_(;N@]IW M^J#J;UD*E;F_"*??3A;&(2?TW@4@G]E'8" &!\=!B48L:Q@E$MJ<\ Q8QA)!
M#TV6>UDP33I=8_IM:]K!U9:NGRB\=&@-K+4^V.+@6"U\>&K8@54Y@:3 #(?*=+=P1SAXG&$D*)^X]YT^D/[$I+'?1%3H1"7=:A7 M5-I=78$D7L0E6T42F*-()5VY*3V :I!T2)+?
[89>K?4XZPU=6ZE!ZT177H6P MJ@-_.CEX1#[;.OC ?@96JG]Q5]"V1J THM,N5(>A93K$A*^GXK#YPR?L_'J3W:/9(U018XC6YEQY MK4LFQXUY8K?I/VIF*>3K^+/"U(PI-
"333J8I/F@1!2FQ MXP>J3DM!H:2O2_O*=3K\SO+Q;P2^!:;LL>H)BUMFK%YS&UOBG0NMB\.G(*E0[52 M,^1Q(BT#: 9-_;H\$>VJ/#7OWMVOK1ED'Z(E8L724K*.>"[_"'*$DX,BPG3[
M993"#T5GI=U984E3\ERDFTA5&"=I.(0U7*B);&TC3(MCG.KY9M*3F.TI)C-H[!"'"_")#)N:(E48%D:G"$R/]SPC1G!^9TOK%_%G)&':5XREVCMW!W#$X8L8 MC@K%
<5]^AI4)&J:U1'<05$%AFU!_2,H<&YDC1G*C+,"TU-B#-06T;+C5%$, MJPK31HZ^967B5DZJ$YY;$YYOP80^1HZW-]SKLY.1WU!&BMS25J!(I=AB'(7O MTJ5VFK$^'?
H6.V"56J%N+%$CSKZ,*Z?/LNQ3H=T\W&W9:-KU.O=A_>_&]@LN M@SBAE+F\C0A35T3)FW3W<(JP.,4T8Y?[/R=A1V4"0%2G\4!3<\IF8/QFFB38(BS??_CK+%R*%U#&F
MWWJG/6\#KD3VVF/H1&/3E^44BR5'1>:3 \F)M&*#HQ.GLZ2RL/,@"2SIH#";E#HE.BU^ M@Q73;S;&D4&768&,K3L6NSV1_.R*6WR9J?[3I;VISKN\B9AWM3G(()(2ZS A
M!QTF9#CI,"'?BY8$FV3-->_,D7LR1Q 2H$L 5QB-2-H3$!$S((?Q%SY'K%.VAO"D(KO),B+D\T+TDEVP MH0[SZGS-FJ-OTZ$@WBW#\/3R!G!KA[GA.Z:SR5#1)IE!QF2_ZD.?M+8Z#8
M.Z1^JQ[*;4E7!RE5.@;_?93.XH0H_?6'"EW8^-&*2?[(QC6&*C45'ZP!Q0ZO MN1!<,7NNK_RBM5,GP"_^=57FJ*KEN.@4DC#"*5TJ9?[T=RN&J5B@_FOZK MU+6%K%"UBT@>8':T?
C"L>&H(@Q66FP'?"Z,BSI5138)EL5!.C1-)=I9&U6C7 MP3,[=NJ[GMO&#W GQP].#TB3\.[4W[;LC);6G'B I"RE2^=LL1/WTL5@^%IF MIA6B0'$3%H0'U6J'-T?'!_CSQ@
"6"2LWBNF(,PKJO[ASM>K\&.&%=MT25 M2O()9H$ H7,\#^*R)G>-=:DBX,US]62-J M9.HO=K$AB+]$ M4S7/Y]=G+DSNZ@H6UQ+-+B3HTE?"8$5SRD(I"EG6/9R8YO8G6 -
F0L'T=P,W M.6'.'@NSW9B?Z; M'#G890\!J+31,4Z%A#!(Y"I%M(V0BO .(C2%0*S!,IC% MF!X2_87(4EA6K$P+\",HV&$(!70A*X8S9 JC2VDMM*'"2T=7"H (ODQ/BH(\ MB5'%1-PDL-
@5LL2LC)Y\FO6^M(VQ+&3-EBEXZVODG7$;K=2][9*G5#>RH1? M45&%]IW(XM->&W[7KXM-$1G<=8K[$6GIV6*ZKZCWM#*PZFS8@EM_'78=CG>I M[$;
[1,+_Z1:4>G;ZBV$48#4'=F>ZX%2P[^2%B49J@;'(]BAMS9@Z-K!)A#P& M;.27I@SFG6Z42I\X=LUHV_GI#*^M\BI:L!*K62VZ^WJ3B!^"[CZQOG'9!QLD M_&M,T-
2WJ9XE4(XN\7<[X%ILYU:0P[(-7*Z>EE9RRALWL%P=>K@* M*"L$*N@*PT)(*W>MOVU9348T@:\>[-H:K]75XHPXU5Q)C$ [:M7J"8J?[#P-C01"D)1E*)E,BV..CQIMKLN6.<\ %
[?:NKV(X8+',23 M]6$G&:=R.H5A$OP9EHN=?>R44)7SC&A=C#_==*%7'"K?&!Y8)D1@!>DS:. Z MB.6R13L?&S@9=![$YC F["^G'S!VR.2+VJJ %XYV.9LEKXI/-8L?I0%? 0R8
M5@E3A2(%(^+.3*33TJ/U9.DU&B[XE7H1:31L6)O,#$BFB]X6I\P$0AJ\0*Y?0DT"A/ G_#E<22BV%VY6444 M?1*KD9\FP1/FLIW"Q"4>,Q,28]%NML76;]L,NL#_>[MS/KWX@LTG#3;
(W-2DIT#ME4'+%NUSEMUNP(J'?P*O^O+_"T[D6T]7O5CD%9+ ML\!8@J"LHZ7\N$&-)>E8].HPTWJT*[;1V@H/HXI=#MB9*GG4]IQ3IW&&&K^* MI
HTS\DR+>IQ38IU46\R,O\S":AB#OU'R1S<8H+.ZSN9SE&O/_!VWN470:HF M3*A<;'VQZS<^._9VCE4O*67^\M>*ED_OPZ>=Q=AU6.*QMC02DY/RR&2VJ5SR MQ:[\IC8JUE_S[-
/8(3NKEE2#!ECI2QB4-$\E?A$<>NU/E9KK;@D-UYUC&"R M;0Z3.0*+< :VW,G)R>I9$TD=Q19F2(YZVZF^V'7"&C-5,F;-29@NN9\]FZ'(MKI&WFFR._2H+F5P+:[(: I[[N["4UZM
MKF)1PY)&HKC\$!&30.6&F]4=,0<=_4L+&?;B]%73".;V'?C&]EWXQO:]^TF#?U M 0]A!11Z\IUFH&Y^$&V@C\&G"(.1%&VORJCQL4EO.(17EU@@K-DK':L#!1P7 M6;
[;M*]@[,,';U]9F][N8_U^+R:6ZW)]6J$JO-6:;J>JJ5.0WCZR'(_&?9BG3XQMXM0+8.M 4XB/! ''$#6CH MW0K)26'LN[#QWVTK"9_;N78F?A[$"5DOB!YG$*LZS0RY"-OG8@%DJ"42=7K,
M0XTJ(\9+]YT(^E;-S,OASN%%+_':S%PR$"@6WZZ- M+^IT8<%9G$BGGJ HD%MVE@3Q@HEUU"8$%P$NA*W9!71U 4X>T!7]ZJX,J-L8='5(9O7%(FTUBX2A2X?S* MZ(%ABRX9&6-
=,3V^\ULXH1K_4)^(9:>C$4F+I=Z(9'E [$HHY'V!I! 7=&YS MD/M&SI(%/E;D[FR^!;= 0P;5/(=Q.?$U-5L$1>NW.VNU78F_)+B5'3ZOW@O M^&
564)Q@2BLDX\:J%WCX!K"\]A,>_R2=5@>K#_!1#OKT+$B^^Q%A6ORK-325!RWUK"?N"+ M[K+CQ"_-<'$J0$'$.G?PH49/RV44)%*><;QKI67C\W:B,:DI)\1X4T+M+NG-
9F1LTRGF.ZK2SOJ&TGW= M@*"->&GLQ=.7W_"U*&<<9TYGI+FFHD!*(C(&]='&::.F;C.1*.9_30PR5$3 M:ZO3C$Q6QTA)UL6.WZ.6^YR;:JO>#)@6E4=8?
Z[E47TKB>K;B4LKX+>RD8+3 MR6)U (0Z:M.2RG34.J)&!8$$WM\BVJ3AQ8YY=1O^T9+_&="6PS^&&V2!=&U!
MK6*/KC*>%-8%YU5RCFTV>!5;ZAIU#P^[P$QI;_W.BMK!/3P&)Z*L'$D;DI T MY+FJJ)YJH]M982R>B\OV#%^+5MO@$HEI5;<1R"%'[H*\SXJ@$Q.,>X6: @' M^O%@-
C^);U/&A%UHORSM9X,TH%RVFOIMH7&2VLK"*>"SR-/GS#5DVNY2WE*W M%E'?B)R>.RQO8Z['L[(:>+\N)'2> MR=T-D^JX.B_JUO$Z72;KP*M.1*5?)T$<1,:-LF1UU'][LL12J'>
[M(XHQ/NC@Q,;-!ELY\N"(M-'OB=8T'MQJ4^SW3=CK<&>1XMG:@"]-M;<)_L/(8]3GT)>K,C0@Y^3L#C5"= M9/"/2K4XF "%4K:L+ (H*PJ>3+CM6+G)A]L,3OPOG0;%-
#89Z#:XEWQ0EHC4 M7=6JRN4_3Z)+3.S(!T^88V%FQ+YZ^[!6;"=JZ*>7%)OZUZ4YX9?OB2FQ"#^K[,-.\1 M\7I8%OI*&I$3((7#KMYD-B_5=]T6V'JU-J)WL4"Z MNKYLL&2/B*YL@8;
->YPP8<=MB [T6+@1O28"/J?(\M MMPLV1#].[DF'^C*7J7$M6YO=9!@)C9$<#)-%;4: #EK2IPW';7+-A3DV*SJ9 MTX8<>KU-0&$U/7J-JW9_HBT-
3JIR.4AK7JQE<&4T&!#HFN;&>RN:&QL;!+Z8 MX &OEI9185L+C>-O6L%C^NI,$F.MW/S*&##/:.LMVDKY3_E"Q9>'C3B&&K/0 M=>#
[EO>Q%G:_Y5VTZQ@M=J]:/;#49,.OU3F1C6]D")IG-20HPE%U 8LA]5*^ M-^P/A\S#A]GB\HJHR5SC^-?G1[]XO[; '-%JG"N35.=7HB_K.1_PU]>16=Y
M%>37]C,FK3=%4\]U,/RM*^,&!I<2*C9VMU/.6\7OU7M,9X[N2%M T;:G6?OC M.K=2^V\.Q:"C3^RA5:D>-9]I^;"INF$&B#!:@O2Q G%Z;I%TIM7BR>EH#].9
M^/TQ5U"T:BH#2K);'9)2O&F2;8O%HYKIH[=)')37.JNTDK_+I_2A]'SPV8[0 M@00L4$OI7[#WX!K@OZP@B@J=^!XVC,FNHX@][^#"U*S&ICN0J*/X,M)'&!Z M?L?BRVVIL,,?
3JO\DCME"P7/KF^XU/D)IN%.4"!K.HR+SCAM3NT$8%KU:(;@ MGRR799.0P061MCH=;=J^9%K9>!_;8/ZJ3L E)581 8?@@YZKD*WJ$X/A'IDN M\-<48UO,.BRM*EM.P"K 9<]
[E]I'MYDBQ82\6\B IN<2D:=95218/XC1+E9N M(;(PQV<5$QE3DG[E\6I=MLU0B[K*0C];C/R;+D>G-;TX0%*T7 MB>DBQ0XZL[EMZXZ[^_B-@0?O\PQ;/V>@+=YF9=3A"
[8Y85"E+Z(964]"L*53 M/N(]JZ@!#6<+>)Z!9!R"U.Z'E# 66M0?.+OI+%XB;%Q7YF(8:H'(*KA68890 M$K!FG@[0HL3_WZTYD4%JC+\T]&LI#+(;\+*Z$V5+33,68%P)7I2M5KCNH.@1
MQE]#7,N7#>2:PTR4?V);"&<#DA=G'!,\"K'0#.'*Q3H>]'] :PV-FVJ!MF59 MT2/JZSL2,>(;,#Q\#9L<8MCJ EQK< M61HPMJ0LUMIBD)%U!-N82+6WFO6515"/'H)$"3@?
13W70\4!3\SQ2W-[4\R% M:>,]CR^HKJ#^ ?L4',GH>.]=ZW3=(_)HF02SJ'"?@W_BUA7$IH. =OI @:!(MO:NY,E]I]';"*W%>:<&>YNI+K2NI=@\=>N/FGTF*63*I%Z%Z<'0\][7ZF\Y
M]R8#VBM$OQ 8X2Q(U1KQ%*VXJG4YJ2>MO#J"E$V9L#,P>;GF35 'VY<$[P(, M"C9&A*8(3G3:U]'= ":!*9B9IM*/9_7CUGKW]%E1EKL%[%2L4Y14=RC"^*V) M\(E[!3.MDG>>9!3-
UG_5\WC:[QU,Z/+2*_(!DW7$NCN\.FHM69S!*EQ%XUO-A-3$!"?O> P\'S"@)&+(0*8UH,I%Y](_L8ZJ6FG3$^- ?3T>[?!*G M_9'?GTZL$UD_C82'_1QC0!:DZM-
!;P#O:7:X,Q[NP*6*4=MANP[O+$>59+E8 MZK;KB@4MPZB1=Z8\=,?-"8RCTS(42.*YXOQM.NI+"=>IH@OM2JP 0I""K]L? M;0$[79UA3PG>W+A@2*F)W4C6^6"8HZ+-T6+
<^$I\E;$:2GD]:.H05XIR;D^%YDYN9X>XPO%IQ_/*KAW.!3B"?K7.$MI]7><,I@ M'B_!:!&S&,SOV1R-':O"H4NM;8OZ2*<1K$#;4%QD-RG@(&:-0OX]O@P^9;D/ M&S;K^]@;
MNF\DM]A[<_+^R&''_M:46J'KOW ;"#BT_R:(4FW]R*ZC))LR3-Z_?H8I_4Z M0]D1I('NT6B(]682*U$=P7D89P)-4 .^C'Z'!2;# C?MC)0ODY!V=-VTE&G M49(X^&!I7(RU[/ 77=_KD6?
=YQ78<1XA9WS9Y^>X:;E6-N=,OH"#4GZ\^YM MIJZ&-S-Y"5.@M:T-BZ.^C]*TN$XN@S3>9*%??C3#ZLF:\5^#2T6YP5LN]YN7 MKUW[]#1.,(?UJHJ2 JOK,*'X)0.?OGJ_9AO54L$2?
>3GPD2<7>4,661E<04J M17GFF4J%UEA-32^ %GRQ?67Y;LP+G_DHR52MG95.[P^=>F);GZS3$"#3$9O)_M@V:\PI/*Q;:S:E$AI2"\5A%_5M$9;V?_AUV*6(-71)'\B#$'LH!JY\&YS6$E
M$MYT>,T@UV78*O8C_KB+2CR/*<[)491=,;E30,QM!Q4PM1TO.. M\ 44P1$Q)KIYPV%?Q<[;'MU&P"!=-!1\5?6Z;DC =LHP! LB=H5.3\D2M^>] MR7L\';T4F-
6I,#HXCQ=%E)P;%BPL6J$$P#N8D,YX4/ V4_9E6E*78+VKJ%&B5EX[N/=7D9!P*3VDHG<:J;.'U*(\Q&8VN9!V MP"@+@<2V.!:TSRISY>AVVQ)W7 E6C$9UG*1(LIOEH>G4('^:73
ME3,A:]J.P=+8AHT-%U]9+K1P;*3LW6RD=%[PUN+HS;W#!!&= FIK%&EK"[MI M)]B'!#;#)) F_3[S:^5$N >7S=29PP\QJ4EE0,Z#*A$ZOAG*,R^+$U%Q65@A
MM]@51NI)!P1PCV)LKL.%$WR3JQF=%IX'CE;44B[[G/T\0VLA*9P'P1A!^LGC MD*0@*I=1F6=)5,'9"XHRDM^Z0XX:0]9GBY0,T*S!WI>!.2RU(O?-@QA(3[N7S! '[<%.J%*DMWWU*
M@CDR#&K>]T#E6+0_4ECM2- M7E 2@W850LFE\:$TP-DG$S-I^$)[-"VJ()5WVQE,%-EAC;]B/W#50%W5\8$,UXR1Z?E($I?$F M]7VTV5>K0GU5\$)\SA")06@PU^EKC"0S:4-RW)?
W>&N?\:-][PO/<'*!H*1" ML&16J18 N,01Z#E.-4L!ER.RZG3,3;5',HEL;L?\%(EEJCZVJIY,0O&&%/"P M2P&/^ET*^'NQ78Z:Y.FMWB%I3D832FQ$I6$/,0T>\S683L<+6?
WQ\B%:!DM:V7>EY-W,J4TCI:Y':ZR/EO-*$^AY M.<_TF?F2/R(:%5WOSVCXXZ"N1G7?NGUEJ%2=K$I5."7^E2%E7+&GI"Q)9C\= M]!QE66 FW:M QP.M&7]M\
M>WH'Z%XX&=O!H926->JB"Z>DD1:748VZH^SJ*;(-?UWG-(@T'MX+JURIZ%K% M=@O.S!@LKUD!'"TB5T>Z9#N8ZFO&1(.]*4ROR#PY=GT;+TBXMD403?1J+
M>#J@TO;VZ0SVZ3)*J^BG9V??]Z*^DI/)Q1BW.I!8/00N2T*YS9S7LV#'?^)/ M!_O^>,@%FD_AWZ/!R!_W]^MUFC9;$?%32RT"CC*:[OO3PQ'JTF%O//JAYZG) MWO[RK)[K^- ?#
[]Z6B?YSJ>^&/X'(G,/8N*!^(430U2N&!)36+S.IYLG"CGN/N?\VY@X_> M_85^C!+H&/P%/#J=)-KVXKHR[5;:UI>2+=X:+2C(#RVHUE)?7"I4PFQ$4!39 M+";;BOV]B!L.K+E_,+.LNN
LD'#_'%\?/R=&&I; MO6D/6(/Z]T6&+_FQ< MR]LK4OCLITCJ6S7MCY6TXT\R*=#-2K?81-?&*G<'_. MLX*@4NA*MC\E_05B]Y[SDW>3 $KV32%P'K3\;@;0QN M$%JN?!T<3/WQZ!
EUF#@[W^=@%T_W9$_[4_\D71H>@HR%V3LX>A6ZF"T#P)V M1 +VL+<_%@&K/P+2T7EL7.B86 HB4XK5J7W(DSOPB:T!4&FUS:2M15Q ML'\X]J>'!RP.AOYP.O3[(- D9*S%0-$PM
;^"#X[W1]0EFZ_WSLX^$K#<(/Y M#OK^:#1"H<43QL#.T#^8C#>8\ BEM#]!X#U,S!&I6 MM(Z@9#&\!\XZ0ZI*^$<4?N4+<$93IW/IBY=149KI!%CFJ8+Y-IZ" M^2:3/>Q-
]UNCDK]*5XNM$KHHHH!3[!7Q";G@(P%35HE2(Z)D2" M*E$42+O-N(W@E;?P1[-4 Q6Z\HX8,V0>?(5(5E;M$:>E"-I:YEEUEBAL/9'F
M@8_&X!LF83LZ/09#KT^(HL'@1^^G^&\OX+.8 =>P=?F, A3!1WP//T#[BZ]Z M1>5_5:$[KBGZ*,UAB3\AD*[04ZR0YQ&;8\V18>Y*8W5H0#0DA$=00ZAST@=(MPM:V/?K
J/P_$P*&D6X>5A_X.PGP?PNY_UNJE_\UAC6XCO=3Q+?DE/GGX\Y9 M?5#Z (-&S$5:F>V[D!8*3P\Q9'=PH)'UD<2V&$>F70&>+>#_F C;WA\>."/ M#PY)] Z'DVUHB?4O<3
>^0>CZ8J7H(],IP-_'W77!O,_&$W HV=O?G" \W]7 MY1*,HY->Z)/.&1LE^-DU.J-27FH-DU)DCPE\K& >?:DFQK%(_CR(55'1&;EH M(BO_4V62*$4/3?
5ULH>:*4>4+F>\A$F"40K77@&70@$/*@F.D[=!P4C\!]XQ M4*IT4SV[S$LZB)%DB T!Z\=7G M6\]?@IS(>Q(L"YB!^M>/((;#(8WM/)%Y7 MA@[]) IV.)T]1.!/XO1'3]Y@+XG.X??ZU\V
YQTN:ADV9DM?N8JPV!=?*0G- M3%7PN'7+^\W7$OXG[P[N MO1W1B7;=1A2IWKM'63IVW4A"Q0= MD6#DZDU41LH/W_8RZL?>[4H]W6 .T]HY^QOL8S=[KF[MM[U)[!R"=-B?
KI6$WV@]=KU. MMGVCPS_T!^.^/^ZO=6'OY_V[+=[6%N]/]T&\[7^3]U_KF3ZCR/-##X_Z&3(M3V=_>TVU-Y@I)(K28!DCN.]#),F/[R?S]*@J[?Z(F-=U'A=EEJ,Z1P++ZOR< MD")8-
J&0&)BJ,FRJ*4(WB%'9H.8X_ZOKVH7_N> F&ROJ[J_P^=R%>";#$T00 M:3S+%J#_P;!WJ+#^A#U%=93C1S,SF>JQ\T'O8FNJB 4:A34[MA ME]_=, W]=%JIEG**PP.OG&=5
0_9;"A<=28;==IF(L5QT"@X&8[-@E%12'16 M]KQWC$-T_NK#*XZL#\^H7[:'!2D%45O9] 6:RH*LR^0)0$/C-/#U;36=2CU M>09'M0*.D:%U?CKM#>PI5RE2,!L&%^_I]*?W@C
$#%,J-'$O8PTFN[MV.:, M08L@B;@ !0U5!9/]$'$E#(YHVBIXOZ5P.(Z_S]8+'_TGOL(=P#+,,%.SD(4 MKF$2. IY[=YQ$EQYQVCZ!F'F':-(+/#WFI,<+F*4%G2"W^$:(NZ!T+#2B%31
MC86R9$5$ \"#9 GMY:I?$&OMB&3O+!+S%8=#VF0*_7K7N@&,LYJ\<@>[*[Y[MCF])7R702.&T>J)&Q=1KH(0%0OA'F%7(HWV&[-EME).J.P5S/I8Q;BZ!A9G&
M#7XWB_*TJ^*\.Q+3&\1G:]_[D2O26D$,A,<\// '!]P.Z>G!>.R/^@ZCV\@7AL/R%IPW%C=^,OM#ZG75;7DL1GR-V"2-25T6R>@HR[($(MX@ODSP7=9'AX5,+DZ&.
(CZ>&,\@["H)J&7%39V[+@!6,D4M]@\(59$M&G5^T MOC-2""N_#76.X0%1RHFJ"[2_[N,G+E6!X[("=3E3@+8,C1QL4J3%M[(.-*C? M%$X:?/!Y7("51$+05/!SB_:*#8RNGUR!>,
8R;UK:@4!F.H&;(#/\56D_7O M!Y;VHCB+F6'/^[)#8,W>=-Z J3P=]PYNG#_;1;UQXX-:T=;ZNC^B"[^NG'+< ME5..AETYY0-1+X_*X?R:,@NJ9ZOGG=KRZ01+EBHY-*9S$G!4^6_S
$@+"H.L M5OXNFR](0^E/#P[%@*%ZB_[AU)C[(59HS,1K(&?7KH@7?JO]H3\>[&O&AOVI M/QY/OJ[HM6XJV,)N@QF1PVWV^H!TL=GL[PBI@2; MD\(?'(]]07\D3Y@.I_YHO[_;
<<7<=7G8UFY\6Z;9OO$N_0<.H;M,P0F(= -& M+L*5)*HNW^6D6SUJ "]:@<&U((+@A(*#C 'C%:)X2(7A$9M*# M/GKO[.-C)_2L*I4-CU&31:9T"@ P-%46CPAN_\!T.Y504D<&:
<<7A<+4[.^C MSIQ,%0?:>#KUIY/#^@VU(Y*LI$A-4^]85E^*6A_Y!/J@ Q0+W,'!OH^M%ZGD MD8+8:NAE0-[J%HI#ZV^F^_2V>4FJ1G4X(>(<5KL@%;YV&LL@#KT0VR>Z6AP_
MQ#ZE5?R%UP0)Z"9C4.C"\GEP"+*R?^B;+@4@0 ?(TS1B[3_&#PPFTA4V^_J% MY(DO@C#RPKC@"ZFBW5B&!N9+D(3_:J"IY]0&UQOAZ>&5[E6.9=0 [6LM2GR M:->K,-IK-
0S&5F9#>+G]<6<=W-6$)5'H6I[$'FC'Q%/5HI-V%?<%3,YQ7\46 M1\@\/_V*RBF*9F/!,[,ZG%)-LN5'."97()S.IX8[<8&
M<66DO^E,7W/HUEFKK!132[,9YJ2VQA&S@WL\YU;&@@JVV^R0'X7ORAH$%XD: M#K\-TJQ89NE%I!BM:YFCON+YHG)PVIV4B;6T,22&=HBVCC6>F%TJ2X6?$9(-
M,)F*SKK9GG73ED'!>.Z,+HM*<\ZHW]89[!99+QCL"[&/$>XSB/G+(,=6W7AN M./AHJ.DNHC1"=DV+&8!5*@K6;!'/K 20;RXP1H,+W[3N6MKG=PG*A_-#IPY.58HI*?
@8A8E57S#0*S@L-O-%H4V"\U,D"A]^JA3?Z#7H M IA9DQ19PS"9;7%"^C(:ESMI5J@AW%M@Y&7X7Y_5$; 6J[N2< M NA!2FT^*3>F]D.%224@#3=2A:EK$5:_$:PFQ@?
>@D44X.)D[C&XR+,K-Z2^ M"*YQ[U7*'DU;.0;4;ID:E<&J1Z)JK^&3;%855;'$*T_."@702;RX,BG7,L_B MV2L\)/;3Q\9*$L8+HAGJ9, 6.TJDU"D<$PCOS#"\?@ WWT30SJQ5MB_[6GP+
M*5O)7;58V-3B2VP6\@.T(:Z@";,H+Y$> >Y=Z*O\V;7/%]'0,W \@Z25\+; M+[FS'@[N.M=/EYA&4G7_#TKC#PSLND;FI,+4KF+KS@JGA MN.]/#R8/8#FV7"[ZX(NF4#1VH/*
[.]F3Z=@_F X?SML_J+*9UG+P.S[N:^'] M]U?=OPZQ857TW^]5N8B[WM]GU_ZJ*^",/>Y*Z7X2/2)M]F8VA. M#^#LTCP(%)Q$]VAGW7)N6[]: P+"3K2:^M*2IEMQ?VS[7'8557<<-
U7>E MQ9Y.B[P)L.[#.U(@5&\'HPTR2/V/>A!*;KP)/E>%+A/[&03STITS?4!]I^?] M1L4D]8GY,@[!8"EFJ:(M]62&51:A0BYG59R$>UB;8$5:3#B%LA8ZDV*GFX.6 M4@YDQZ42$ R7R-
>PM2!G:Z300SK.1Y<81C5/B@L34X4G\"M1 0;F:HE(5X"Y M*A=#?^2("M>'J](9IF':"G J2^@6MA&E0X-3A%AA$_-^.7XB0^'P0\#P%.28BJFO:BZ6**\N_JX=P>B2S.V,
MWAMF2S5/"MN#?[&28&9YB;NX-K<#?4QK3.@3@Z1($ML MF[B0&49GTH 4BM/+R-N%&7Z"R.K40UZ4WG^J("^9&1Z]PT<4%U\'D)YT .G1 MJ -(?T?*^M9_FRAPEK[Y<,S@/F/[:B
MJ-UW7:^I!271!&YSIYF$I_W!$^+A.B?]YQ>J;0 CQ$0FH MRNUN+4*'M@BECD=UT4E7P)?+QEE-OA7G%0'(&NZ$59QGY&-#!#)00T1,^\'6 M\D!E4PF/(4<.BZ'U@0P9Y>,>P
*!.&'M!(XW(1)HGG00;]913[.K#8][N_A1 MHVTJ?XR@LS:T72@=^-/]X1<+I18*ALEV!4EW_[?1+*@*J@(F6$.<7F;) MI05KJ($C:\I#FG4)7K+ILBMD8QY143HVR$$H &XKG$YNGX%-
?:S1F[!./MVX M[7Q#^4-EGH&NR&-$G 4X7:(\V/^1A -#J^)2:!":W5 OJIC[A/"5^/GHZ#UW M"QD/O9W7!+8 .XX JQ:K@@">T$(+[."('F9,(C()-N7K26^$9KR
M8F<5E@BJ0^82:F\"'\&&Y/:TL!])'C+XG>K-6["Q<4I8T?"&I^@K=_-T]8C2 MS@X-Q03FP?P2]MA[X$HI"Y.:H$CMCK).39V(:^H@AT"77X6)-Q)=AY%)1-D M2(M#6619@$)M?,M"T-
Z<15&JL(($C,8)Z65DJ&?K]%'LF)S@? F#-5-2N MAJQEY^?Q+!+@.?:)1#F-@*EH)2A,H^TGJCK..&_R'?APP9\>#\$3J\WC06#' MOOL>*!T8K0.C;1.R0]G0![
:#Q%RMW2R1_LWX8T9WL+9WL M\0C.P5KC^A&=[#N!Z]XY9IEX!8+S,LH[)/SC1,(/_>EPX!^,;M]J[Q%=KKNN M->E@\1TL_H;)C?S)_J%_J"V"+\6EKW5,.EC\X\YL_'3VMQ-
%,O)!\3J_X=S[MA[CXU+$>;&W")S:9"USWXA/BWRB/:0A&$BC.YYI/M6F]>0B+9)SR_GF.$Q" BJ950(HYY)%M)4/ A!/F3.-0V,DM M4&23;D'2GYHPA;)9%N,"01,Y*4:PFCG,F#G'F;IMS?
L6'C/#*HJ+QY^C<$]D2Q'-JEPX8(6[R?Z5 MD&NIL_*W M-N'W>98@9V^5\"CX_-XAF#+6.T UC,M0><46%GC>Y<9 M_CI1W1_#N,BKI>)9-.J,0=+P>2:D3** 9+^R*T/#E!I2 S!E.2-
/H3Q8,5*" MJN*"#-)2A!B/A0%2]PA@:D;AH@P(B*9&09U%;0_TAZ/%,LFN(V)B QL@8N+(M,WC:>5S2#!H$K834=RUCS:&8Y4RE"+X) MB%,5(_C7@P\YB\#0%T@IK/G3?E M1>
(7!#DTEX9*2@*M6M1<@\^;HUG/8-0N'D$6A!V,V+>^@K=M;+*";H9BDIND/D;=]AX"8_'TIKN,&\YC6@![E,D.J;JDD1[M@HIU6VV47?^A-
DK5Q%32#$5ME6Y(4!#1/A*&4LUL'F$%C'1:@L&/TK2BML[X M:U0BK\ U@#GN_=V40UD-\IA]O;V+)'PP@3^2)L7OG;YDGE%0BXE$U@X8S]W= MXFU,6(8'!S\M8*_
J0&C*0.^52K94.K!#E>*1" M+IGJ?<.-4E+H2BHN/-SL[KI]\^LVZ+O7;=SSB-8[2UAD4TOJ$&]7 M=Y>VJ5.9@$"*QHW>4]61O/A+O?B^U)%[5&D)?BTKQ@]5$A6BLD;!WF"R$^W2
M-P>34'XRQ5&4/@]< Q?G'C]DC?BHB?B$HH MB1>DH;#8=]67'M*Z@LE6+2JN.V7W?K&H4K#F+)J46:V)N@ELVXT[\#E@2:58 MX9](JV6EN,WO36B&"_JP=A[+G^$?U%XYRG$-
<+P"5C()L-E#.E-=.:1E# Q' M) *9%R24 ( ]3K#?QBPNN#%\=!%0:;!91W/7*++">T I$1/"5Y&(#>ZEM0AT M-F&L_^J[DUZO_A[;T4AF,(>97T5)8LX#):^I!A$/\2Q(M1K-
L#\FGMNP$QQ24NP/OO[P!>6";WYG;U%AQB;*_(U[[[VI&B9FO$[&$UW3F&0PFN MN98#[_B^>SOOM3!H_)&5&'_SE984+=]L_I&-%O5W*V2@AO9KI G<5Q$>G@K3 MTV8W'YD-
L.\?,85\L1Y>+X/H9G8RZ#8R*-A($'%[I1ND$4J;3B)MDA ^Z!+" MHTF7$'[8^N^YPJ:9>Z\M676U412MTUGKM!)GZ%%CR 6?SW!A+^I=E*Q&"//2YI.B]1FD"/! HGJ2"M$.W[3^LV&
MMW*EY*Z1I8HD+8A5-2J6\V29#_$E8-EZ"(+O+H0ANI8:4;ISNWED9S MWD^/D(.)$UV9RP<;0$4M,!U8F7B7IEA&LWE:SX>PO56HUVA;"CGB?!IW8AB-
MB*>RG!JST2$&V<;D52XMF215B+:*!^EY.\-=M:(I3)D-$5CG>;PLA*V.P[K> M69!^(@<>;*6XK#18F" "21FDI5#D2&_DFQ>Z;7TD4$'K1\E_S.H$53G/X"KK
M/5$,KB7*G2HG=&!:!#/AX*%#])E8GPIBO-H9.:SGNH^L&ZH M*:ZK?)D1R.("+X@0T4H:"SE: TYEV6)"X0D)U-CSCK#\#E&,B< M@G N#:K5 MI-J?
$B[B%#N1LM%HV^S6F6RLMWI!H3S5ZBM#] 9TE(7:6A*C!,PCOAJUC MB?$7[Z):[#.8&JSG&^._@.F 2UD8YMAYG,MN*"<+.\UJ*7HUE](#ILY4@@H1 M^+"-
!9_S3VEVE43AA=!RFO MDM.8/$D4\?JTW603746&6A ;$=/UA16(])>G=\.])MHWN1J%;C*-VXXR5BYJ M'O$M,-__#R8=2?]I8U'62Y8]UZEI]O#J:I:O "L2 H MA&L4J?ZD%J*N6+15
M1[:B(T:59*P+0U_+J".P/DID0P3CJHPB-J1P?"6&6ZT%6H^80-78>YC-#:9C M#0/-'VWS+*)YI-Z%=;E5V&$O $E N"U%Z7S?D8OH41N9N.),N2=)80QZ6W > MX*-W'T!
[=!&_/S0)M>GT+>AW!_K^50$UBCA5;<=FE7U*4A$1A1<,VD2YJ!V9 MF9Q[3E_P038-H[5UXYQ<6URDJWB;L ^O^0L367#*CMBT$%->G M>!*VMI6]LNQ(,'C.S\GSROS0-$6
M;X%EG,O$4?6L-:3\QJYI,H8ZQ]PP21H7$G\@/4QML\E:M^%A=F]V/'HJ6Q1(MG5DAPAMAWA;&7"RAA%20E+83LC. 3;TT* MM*P:KG:1:[G[<1-

$IGS[E)M @(\YJ<_^H9Q M/"WW47/W#$_EV7,%A<=>,0.__!U]>1G0/;S6U!\3'%_-POK1JT#M?G_O_KUJ M#C];KEYCDJ7+SO(/X\]\D,?:4G(:!9*GM&O_35[BC2RMM\NV?+970%-
Y$(1_+A M:6;@V)_L(T*/*$++Z>-WDU- C]YMWK>#4^A%J8^G3J"7R8Q0G5%<2([[="" M?$3HD47"HX<.^8AN:S+O/8.O!&">/Y-/B^AY)\J3+* HSU+US"C/MP,OL=/O M#>^_)%;C?
V,?7=8MIK+H?S>EL(-V9+"Y;!,.?S/&T.H_U, M-X3:-E_GPLT&)X#=W=:BQ7 5KYNCXE83>V-+[S!K?-B9;ZGMV*B3 N=7RDHC MOZWIPYDX,EF]V /XW(A"%,[8!<+.<]5Q2[3%-
M\7;9=7*\7\QM2TZJH/(E7+ M&PNQ0PZ*XI-)R)47O7%@+LE)K5:7A#EK MK8*:%^?S0MZU-V*97(\WY0X_9=H1'VN#KN5KFR(9C82=Y#:\>6#7JVUOO0SZ ME.R+H283<6$J3E2?
VWB3I.E@R;#4J.Y1,WF%CFICW&/R8WLYM1GVY7>LK<) MZK-)>9"K>,3S)E\$L6>WN>9 .)5T(T=V5\LMY0B+SF2C6(28FXS[M:WZQ;'+P@BF=S6ZU6IIW@TPU?F(3?
BZNF[0;Y;'< MG,EB3QD[:EW=ZM2^'T5UGNT'^[WE&V5":$X-?CIG2+GE\+P]'^]8B9E2,T$J M@ ZUSM>X_1Y?
Y;G"E%@SHYG0V.">.&+R2]6FJT2!]:?!)+;9;JP,V/%X##Q6=4EB_>:T7=L8DK49:GHA M[A7B$DM91&U,++IK@1I/V378#;KK\M9U6C5MUO(F\4@VI?FB'K)&C=FJNFT.
M@D:%\]I6:.L-G@US1FSQK59S4&Q)79E4S99?W7B+'15LC.YROE18Z M[CDSLF_5"\M"=;:*J8G1:.NN7R>8DC\U]"TST5K]:"\RJ_YJ2,]7^-13E^U5 M12CO/(;7G V\[-
ON.$>,G*7H[I:TW%YMBWEY9 [,(.P 7=:)AA[VO)K8F'B% M4E7K-CJJ,<4':W+++6)IM]0F=%R)NKN^5;6VC1W?7WG4TJHU*)^D.+(>!K/> MB*%*Y&S,E2FN[ZS4]8C1S9S
M+,DO9DT"&&&_6IK6R7S,QKV9W>WUPX'3'?3J^"CTX)>KXWFP=(L67A)[KM Q M^VTKH$9=GO(F-#L6J^UP,Y0W/-XM[0UQG;-S4VG="(EA+Q**&]W:@Y@UQI7 M
83*,0MJRE'5]F9=6\5XD&=G(=^;4,4Q,V. 52'"#LW*\W@%\"4HN8(:T9I5 M "41% ^*>U5?6ZLQQTOTB-Y+"PB3_;J,EWE"D+#ZZ[(N%;YK MP_Z*B:VV*)4,>]$PEJ2J]6-
'(GJM$FN&N_UTQPP[T3XF^8@-\X2I=_#5J+*1 M-3PO&MM.?EJHCP6BZDAT.-A6J0EO4TTVUW5IL2!-QJ7AIB+6-\/F?MG#BQ'E M4$6B$.654;
<1T+0O21TFVM5[*TYCQ.I;78GTV9%#G,U5Y7\^F8B!*1:VP"?=:I6TU18,U]G)_-5AZM4!)W5I)*V=)A&KI!O-!T@YA2H."L; MM"B.JSIBKZ=;;48QB:K)
[1O;V*57DEYA1IK*QT0QU]]I%9DQ&^*\::W&A-?1 M6GI9%.5H7^U0BN6TZ&VGWPZ,7&#.\F+!:_7E]GUBO1"!SFZ&?
M%S:,6;.XN"Q+M6DEVM@Y.E<56HH^E1FU,*KPEIK3]]N9O^3[I+;@Q?D27^1: MIH"W6IJH5O!J6U_5K(K2C]KSY:;'&7'(=)NFRVR]"E> F.Y4UMTNA'E[!Y1@ M67=G^7HEKW
T]Y]C>D]>=M3=G_!?/;3,/_\?4$L#!!0 ( )B+#$P+3,U+FAT;>R]:U/<2+8N_)T(_H--. M[[TG($*F =_;?1POC7$W,QAS@![O^:B2L@JU55*-+F#FU[_KEC>5!(4I3 $5
M>\>TJ2I=,G/ERG5YUK-^_>/TT\'[U95?_]C;^0#_#8)?3_=/#_;>__HS_Q>^ M^EF^^_6WSQ_^%9R<_NM@[__^-"SR^I=@:W-2!Z?I6%7!H;H(CHMQE(?\01B< MJ#(=_@07PJ5'-
[WN73".RE&:/ZN+R2\!_-Q\,"CJNAC[GV5J"'?=_.G]W_)! M-7GWZ\]'K[WT[2P=I#<_8>/[RUY]_ M>S_]7OX?.R=[P<[AA^!DYP#^\?OQQWMZGO/4(,$!WL[)R KH9$5K6Z>O+@D4:V2X(.*
MU7B@2GZQ[>TPV-[3Z;-!42:J-)_]ED7QUV ;AE4569J BF@- M.2_*<93--/(.[VB&R7 '_^O/,)R.D0U*%7U]-E##HH3A3V@Z9ABM.QK^]NHG M.E/^,\XY3_,"2-^T;IJSXTE'P^G.;V!9?
OX8['X^/(6#X601U#^_U"Y8+R=' M.[MP3/W?GS9_HK^/=CY\T'_?^-4NTJ0^PY]N_L]/$K XUG M_R;T2"Y)N;PO\G^[L@$_L;TT,W<](U'QWQ!.?G MMQCIE[.T5G,9WH>]C_N'^Z?
[GP]/R->#G7AR>OSG+GYRNY%N^8/$G37/!;UJ ME++7-C=>IOE/,[]WWR2U[\>^N[?5##-$\QPE1=?5.M1OYG M]G')R2A7OOV?J:69@_SU#_GV\V]G?'N.,W[<9*"NBV&P"W-
>ETV,D]]]^QM+ M_O9]B?X\)OMN[G![/7F?6M(]!!;G%+B3\ZXC\H?'PL%G]-AON2^>WWY?W(OF MV9ZKKC]JRO@LJA2%$4^B3,U)ZSR_2WGZ,=,\3P5OIOFH3..%F>-
[DM_G:I'64S6D+O%B:BX_87'SD]N+Q MWM'QWLG>X>F.#2)\V3D^WCD\W=\["8[W?M\YQJB9R0?>]U:Y%U7T?*X6Y.=R M%.7I?Z(YNJPO'OHQ_'RNQN-.4Y\595I?+LKTWI/4SM-
N/"PPUC+,TKBNWE'8 M1>5U15[0SF12%N=1UA/\NO%TOWSXTCQ/H_(TK3,%0X5)'T^B_#+8Q]B[JNJ% MF>]
[$N]YVH<':A1EX&P6L5*8/5F8N;U_67XU3P<)1#A+HSQ6P45:GP4'T07K MD,^8>UJ82;\G@7X]QYG^K2R^WMF,+IV_ M7>Y%!;U8=$?GP1^G+^;JZ/Q
H_S5@SQ37\S5!_J]@+'F8YACL!47;H+O7[3G M&DKG(*VHCW?!,4Y3A6[03OSO)BU5L ?_<5S\>PRP/]2],4\':C^OFA(-^SEM MA]UPD-U
M(9*E#W5#O)UGQ#'ZIN8E]F\>OMAO;/%1^U$QCZ(MB7V[=&_"['IJGVWM:-C$A.7:J2LTK#7+[6;ZO/3!/ M%_=(E>-T<:9T 01WGD[M7GZ>EH6.(,!14,_-
OGRXXCM/+W0/+/GB4BFVWP^B M05%.3?,]*O+M1[?YNG5SC5)M?TP<8XPI?-T9A$/%08%NIN M'&!45;]%^==@)XYAP',[?1\F; FF>9Z^[$DSJ-(DC18$C'W[1;G_;;]3W]X
M[UN<-8E*YFO+/SRDZ>,!*=QU(??BP!7F!\>X!J/P^:-+LG/?.^.^-=#+!4$:$4;AP4KU/ .;/P2C\!@$>G'#DP]5C.<9G23L7D5424%4 M!?OYN:IJ3(?,:8X?/(CRY1V!;
(Y5531E/"]8Q^TG^IZ$>9ZAQ<^325'630[& M'?RD!&E.U$3!_^2U2'8ZFJ=;V9KSA^6Z/Y[XUIT4X?SSD1,-['[^Y]]A#I&$ MWFH/O+[]'K@7S?-JKC&K8S5JLJ@N2F:S_UR?
J7+NWLV#!ZR^FJLC_^%OT7CR M[C-I^7$^-W*!VT_S/WG]S[E^MY>N@^WNM89=2! MX3>5J^'<4(S/'R:R[M5<'?<3!!4AEJ[\NC#3>O^B/$]?78-_@J/H,AID2B0Z
M5NDY_KDHDWY/LCQ/O]TKX_V89O,+53\&F9YKMER#U?0G15 M#A%O-3>&A0=Z?+Z>:^")L^=2+'11O9MW$/4Q2/$=$J2C8[,P,WU/XCQ7E(A, M[RZ.> ACKN]
(62SMPL=E%SYRP]" YY>VX;32>//P;,,'7TOX9L%MPX=92OMF MKK:A V1]%]RYH?@(1/J!&(H/5;;G:2@:%J*=! 9=J6!O.%3QG%"8CT&6YTIZ M?F=6^<-KR?=X3/$[[U?
\OPMCD_/ZSC=._ZT?[AS^_[$\Q#]^]8R;^=J>)\B M9_4)D416 M8+*P76BL>R#^U%"6W.-"1P6,-)Y121OK=;O_0C=FF^U.F59+&\XN9/F)
MGZ?;MU/719FKRTJ*GH*/:FX^X#W)]YW$.>WL?X=7:-Z[E3>^:<+8O-YL&>/? MN UJE%=1+ FW]!S4U\A18$?S7F0GG^^F9F$(P@1\JBS_HL;[,X(>D /;^]X_]W_9/]5Z_SWFX$03#
5:P,I[M/65+PO&1 M19,*)%+_:Q9TQC6G"X[K>V$7WK5;&Z_IXKUO9^D@K8.=V:[_Z?U'4""8S+2N M*_[U28T"'GG%8>>HJK[)F3O#B&\V1CNHWVXZJ*.FC,^B"D9R6&#ITT*,8O?&
M2_-IWTU/+,0@/MQT$&0R_^\WEJBZ #/\ MFM7H!!T_(;/P9/>/O0]_'NR=+ W#!30,3^(SE329XIML;6P]^\=:M#[K1A 2 MYG_DQ05O@OT\ ;<_:8B&XEXW==? !C,/S)[@#V-
L!\='LUY,)@D2.7-KO F\ M\7TKX.GQ"Z9V1S&QD8Y=1Y)<]B4=?"E*+\2NT$T2>LH6[BQ?9Y]K3Y?Y N_ M5$<',V\J+%BND0__(%7YXFVBTYF]X].RB4G&=
(_X!1K)\XWGLUYH>I'^+4^B MZ@S#EJC/%VPX+V9>E;3.% *OL3=EE%^:.,5B+="+C>WO7B 9V8*-Y\4-3 ;1 MRJ:_^4(-Y.7LAXZT40F.BBR-
TWOW\=LC>36[.3#5(W>A!O)Z]KUR34/:A1K6 MVYF56O1MX81K:_,&&]XP>X$RJ\LH7CAM#*-1,X^&CI18SA<]HD4;T-8-EH>J ME2KWU%Q<EH5N"F-ZT2W6:%[>0-!,9ZS%&T1\
MPT%P1+P$'!;!/],BX]+C M8DAN /@U<=TLL&)[,W/PV;301N/FMRC_:C(S"^XF;,UL]&"M>)JD4;EHAO7+ M6SC7)J:X4"-ZM?'J)MX;6#QIWA" ?2'U.:+F9M<36#\9["1)J:KI-.W])VZN
MPY:]7&++VMBR\R6T[/'D$'D>*8NH&R80S=S)S@'\X_?CO;U/>X<+ 3B[J\=V M(G+IPS3'/LDF"7AZEE;FA&&^E2AS[-)@K<9?_"U+$'DM>.QV;?/?2OIV/4BH
M:^T"%1/>B\>ZO1T&VYO;S_%.RK\1US(A&\8'ATK:W V>.XX2?BM:4;AWFH/' M.>!N\0-57RB5!T?[!Y]/@\\?3X(_/A]@,O8D.#C8#8,(2=>CBZA409:"4P>7
M9[IB+="^^)KW1CJ0[;])2(_[M'>_V%_YS#8^W]_[A^A! 4'>SO8;R/4SSM5 MWZ)JYH*7#NK,A%]^Q&-_+;G%TQ_'>[O[ISL&/ M " LGF* \7_Y8^\8!!R"VJ)+"ZP%4J6H7^$8I)650-
BAU)4-'551UREV+\% MQJ0:JK-T@GN9TRP=JJ$C%=/6#DP/!0*_]^\FG9"R(E3@I"AKLR./5)Y7E]EY ME*?151NS[P7:CWV4,G\C0<"9TJN3HH[)Q/L/ S"#GITA^\6XJ(LRB*,2'+&2
MM6>-J4_X7UD@=K(K#=W$%B1I@K8/_/;)3W'5#/Y"LFZ0;9QMV 'C2A0U;"]N M1T3[+W5 KV:+)]J"-:#0; 6?A*U3Q/EZ(A^&[HZ>VGG!L"S&^N:PQ/0K>),*
M%TS6D1FOZ7QNO=;&8UQ-YY X.=TY)7,2#) ?:ELNI!@??O["(@S_/D61_OCY M>(_-&L)^&#<4,"M]-F)P^#"--* ^0!S".,DN!5D8FB M3LL?BS^*+9,>CXJ"CZMS\("I/;WW5JS?
2NQ6#].'OZN:(;(?@#MXB:]\<9;& M9V2*H9V%EFC\54.]$KY:K"5^+;2GAF!?%1?5+X]1(IRM8!I^;/P0UZKK+3[L M?=P_W&>^33,R;" :4YW"2T+E1U>AWT,/X,-.O%<*_L:0YQG]&X"6-
)W*.303Y M0Z<+>/-G15)DQ0@_H;T'9XIKA\$MT>;B$9AN_/KSG^^?NH!I:J.64*VN\"[%]3@"[[7(M64P2L*3C.KL,,:N+ 1G^$[XLBV9T%A2YPF_&1:G8V\5>)2=0A,FK\LB@W^!
MGI4_,EY^O!D(\HC>JCC(E]=D5]849/W,*;W1O 1K@.3?E*@-:7]@\2H>?-(MDGU]O54_$XR/AS(F=T"P)XK5%?MY'(&+7&("\,/S@G9X9;5A4:ZNV) ^8L$&( ]F,H,S8]3?XH0#HR%55P
J;#&G:Q M*F,*I[[<_)]U/5O3(X6=2?/DO!L-C'Z_NB(7Z!DP/[_N[76<8P,+5W$F3*"& M3_52C0KXBSSX:1&R1L#JBM%&HHFTU^G%!7CZ=:)O%_S0,W0P\Z(FI5FG=5-C M6->A$A-
U+/(!EX?L=I)Y/X3AF@>NKKC:L?-!SD/,$RJOP')Z(N!F,%BT;$"@ MHC3O,H("=GY75W9 N6995#HU@94Y9$@@2Y@$%<'2<+R+'GZZ&_P.\CZ1MQS
M_L%K$YH8#&M/STGGY.)V<,;,;T8'A:S;C];AUV4;7[T+/O/9]PL^5XZ='Y." M-&FV'Y>"#*[*0>Z4L"/CZ?SCUA7IQ\DR_?A@[8F>3!DX2Y7K*P6C]%SEJ /2
M6IMU*9[52DX(/L=WXZ^PO"6 M5U*(2*3-(^3@SSS1X(^N)(MHWXFI%^1>G40&H>NM7T[=J576S9_JDG6YMK, MG,TF;=6@B1
E'.Y'T)Z91[#CO7E*BKAA"P0O2\'T*>5O\E'&T25:%NH;O"\: MA06F *@7.3L;9'9A9AA-5C)G4=!SL>O);#:V'CBW62-V(Y@:WL/PX?95KG0V
MM[$V:^EL2@V@ORM\0UA4&8H"_3ID3C/X+[<["VUU1.@Z1DE41R&&L<% XJ69 M,'Y5G#$$(%\&7U.TL_.H;DK8/"#_>".!'? "DMT6K&E_#?1I%J(O4Y%,HFN; M?
L.PMW'HHGR48E"=!,G\A3>\0,6(K4Y@)S:($UGWY4E1:/X"U 8\)B,@2"8;G\4$%5;:BC\/ER"# CF.YE*@.==5[/-K=B](%5[(?E'"6%@$E] $* MGP8*4V+DG-(FL*_5-VH7)-
[LQ[2$L_6_MS9>LL!%E_2[5EH1;E4B8J SK 5_ M:IQ!B8&V:=\IG.^1_7&IA]Y?0]75=VA?>5D;HM6%9PH%+A89"7*CFR$'-]RU MMBM;UQ&B=\76PCLX:[J#:QJB.UPU<"T*%2?
M]$O0BU>>I)/W[KQ9"W@5QVJB MS_VI_/@3%Y_?HHQ*64[.%&RR#B#?=R M%N0R)4$AV'9\Y02N# W2K^*C$L/0@8X,LX'FS?_SM><4H=P[WC_9@5LT'/?F
M]+D)MU*D4!L"&L<3!E.O$%GK%DR041F-0WHMTO"8T)=PL;$Q+DKD>J#OFUS^ M %-A;HH11KL7\,NK?#7H
@R)O<.S\EPD#VT\F'&26/RWL1CZ()A.X=15C^4UHXMOF+C@19M;^#0XN(W#@=WF1F[]QZI)UCD7*>R8:+(I1 M8957)LP,YA@L!>)QO6](BH(UQ6.N=/$:!LW3!
VQ<_CW&9B&]1E8@BH;1FA. MPN,59A,JB4%;NS$,SJ-8XNYG&*B+^+"H4G"*S##IOIQ!N+2?#M$F,>N+J0&\ M+)$RRE/X.1&T%VI1Z?
LC9R7[/WIPR10_V)PFA&4Y3ZM?"L088]51D@CDV>U!-?FMVHS*I!E 3_BLJD9VW \2'! MQW!+!+.,WJ_VHUF=P3OCUDS'N#EU=(;P9NDW=*KM(L%MGF]NO@KV-L"/ 8L8 M8T
;X+W+:X0T"9_4MS0&=_?-F^WMS:>^0!C?Z'-=83^H,24)8_P9S'G,&J^" MHQ$UVCD8YM)$.'1(2NQYB>G9Z$+B77RBKK/&!1>"->:BY=%>+U-F;LIL>YDR
MN[=]/[U[OU\7=.W[P&]1^IV.)+:&GX=X&PO;E_/;/[|]> M4JL_FE8@R%R5TN&F\E(\7-V'VNW.LBF/>PFZ@E)VZA/"VFC;6E]3Q'%3WBZV M-^>1+?1,%\D5,TRA4HP3':MS[)
<5X,\9W_SFU=SPS8]4ACOK$)< DMNZ%Q+% MOS[&2I$S]V?P%JF&"(+'4$V*O"K*:> VI[=8J[B?X])A_)-=UD'3H.K AQ?ZXS(!YQ><6I#1=VQHV.@T9]7)1<8G8T:=3KZA@&8\
MKF)F"B@$!L#Y><2FJY(YI9 ^@#',D<'^,!XE3A,FHQ/)<^#&NK(BQDPQ9?QH MM\5PNM7RB.F>W-65@X/=:V%PF,GS@HT[;!'1'CI65,:#_.<,[#>-MXWR<3#J MGH!+DGUUA;/L?
V]R(;S:?HNT+%O;7OP?H1ZZHWIEX3>4I1BT7G#&=[%]7!U MQ4WX'V+$U+#$;!%)S-;U;[,4JBZRU;Y3JZ,1 *UF5S.'NY[9FPSY82R!8- H M9+56K5^G/"T(J3M8]9RX*I\|
[&&WR(=D,J2$V48;-W)[*K<4IY,\PU4Y+/)G M?7=8O[\29/FM\(#Q(7Y?LPUG#;]F5XVL=4O\BJG0 R;'S@Q3#GU2IJI&F\\M MPT,@PK-) W>,0>3-,O
YLI:NTPX9(#XL22O*2B8>#BO@M'4G5!",;PF4&/+O:VNS^JYY8$PV MGF#.6=P&LXN;KG>[UE;^[8.LA:#11$@845;B.KFO(K+E M%A-
>*70MN=4R2[)XZ8MB.V+@NF@TP(G#ET(O0>X8?D5BC MNWX;M5Y]ZEJG=+%KP]CJRX>S+^[H@*MZRY9*3$:74E(Z%'0/ PM^!XNYU,SN M.Q,,-J#?A9,O8_92"3S!
*QOG!/N("P0^.QD3!3+L,9]:<.;NW@+;YEPDSS M)O]X,^\Z?,&;);[Q1<\7^(+'NN.YMXK?="B##L;99?!(&5F U(UM#GT,4T MVQJ:D$N20LV'& 8*P^XH,WBFPBL-:I50"!G5.NR3LKB
DWIKSXFVPN_%QXW@C^-M_?8M>OPN>OWF^\3)8V]]< M>K.^%$F1L6ZAW#OUQ)!8IH<_?_TY"HZ^G$Q_-0L%_5.?\1S.FP%5%/7;9-CX M-S1U5#4U;,4R)F;@PET@#*T8RL%O0S?
K:V'?\&_FT HQ[8Z,$5(2I5*L$-2 M0[FE TOK2.14.55!4DYD7UL#,VKP)]JU\[8T/AU/"JE8/V#D>:O@Y\G+@=NX M[AKX/Z.$80X/B@IA 2DC%YI:0"Z&0:"@GY^[;;W\!\%:+"?>SL?
J"DS(%4PM MH+)*=0;^#<;T_)D\5@2%4B'JRM:^Y6Z.> ?]IQ?;P9\;)QN[Y@!Z^VIS"T]8 M5:^N5.K?=*8R7 5N6H!!C$_.$3YC[WFLD 2Z[+OEJ[?ZEH%_QX*N9ZSX M!
M;HZ*+&OHGKM2NX>W6UUY_KQUOZWME]WWVP6W+P]VTK+G15Z_Z'F1T^);&@(RS%YN9?[XSE4\$QFD4EM^D5Q>L'1CD66B/0[AR?]Q?XQ%4B
M)P'^4M,7*.8+_W>#Q4(H5=S0"Z^9F*E$LCVP VN?YU)9R4=U<]; EI426"YE MA1'7F@+0XEN[@O%^$YRGKHNP:K1?_6C["C9_+4'R8#\'.\JE8]+4R:]?_$CJ
MY,>";MAC=R,)NNF);H1I>+&QO;ET<]]_!+T%VAV%\\=5FV[#01'\>1)LO=D* M@S^*067+@U^_V=IZ_=37Q#!DGQB&[-OSEBR%_;UE@;J1ZJ!"'$-53?A ^/I+
M49+)L,O=!D)N)/#49[B,FK82L03E")=NI,EOF@M'!?P]3BN_HPIYH/"IQCL@ MKSWS: 5#)'AQ<"T4>3(4]D3[1GW%@P'AWY BA&/(*3*5P[V&#>HC9)F#;;4N ML7++REP)JSF58
]Q.!Q!0R&(SHLTT5YU4C0#,!-E^#1P+4T= 3)Z0-F0,;6Z M0O<5BA6*K=,'F@L/!UZ \T ?OK.1/H?]OWL>^2[,X%SDV:5#XPR:07W#$*(+ M=%E=L5",=*@A%ER?HQOX5=?M!9D
OHVI$?R'[CMC=UBB7QOG(DX+Y.[!Z!.F MG597UC#T.9EH@ @<) VAY^$?F5#'N',8F,8V?,S@L-#%IOK[IKYTB"4T?B?- M$;UPN>[,8ZN/S^H*WI#?2X!&"U[K/($Y5WCBWP
MAS9UVT7+^+]=9OS=C/^+9<;_T9Z7JRM,F'K[W-W6DIR.9A7IB73,\-C7@[<% MPB^GF*:X$^]W%25.G$66["LOA$" *TS# +&9&"3'Z/@(S!3Y*9Z9S"['&!,/
M2QAJ^"$R[:A(TATE,=;AV\"9'UX5@D-P"@:#B835#<0ME[9CNOK7-BX:;&I+ M)<+$H"<\11F0M1BC)9$]R,?^:4CB3WMPHUA)<*
MS7#5&R8K1PYO^#.M'0X^Y.2K,5>-99=HPU8B;#3Z%N_&8')UF#("?"0SWI:J"+F;@Z:_AAN M@E=536D;$@I\!?.DW T ER)7Z";1@PL_'(@\LR%];_[@L2(RAUB X)-1B? -
MZ;90WH0,J1[JH"Y_>0%T$+<9VS*:CN=^!'& MI*&Z)?9 L'@/E=0U$/IVCTD-&&"UY%VL@?DD,[!PU$5'#1AU#_\&3954UM[5 M,NEVN]'?K6IC:0 O@JH5=)F7%:0Q&E\Z1>&%&Q5,Z
?U FTJ5[M-^^W1FTZ.@ZE]5"FPWT$HB"EO"V1?H>NG8/KQ9I%<D $]OM[*, MPSKG&7:-8W]47#%1N243 L(V<953,KH(H=;==R)C2%XK0LPL82$)J;D [%_M.^UW
FQ5$$B8$;=U4W413=Q^]3CJ,Y6,6B49.)[S=/HM6C*.X.?H4B<,F-3= MU(Q,RI2S*#:)C),_T: 5PT9DR@51D"J)O.L5&C;H*2"6JQJFNBDF_!1F+*@O M5':N!DZ1A9!.NVWY)# \[4Y13%L-
&7F.8I9.?A5Y%W&^$(3>OM"5;MHU_&19'4JJ MD:'B=<.2%!"(?H. ;%1O&L\E$S__D:#3.D-*ON$L4MOEC72,7[-][BNMV. M<[25:IPVV#J*#SG=B5KX]97\J;XAA,^5CM;6)?)_O_U2>
[^YDEMJ^<38:MX[M^G2]HW.QFXND;M<\(_;]I54R9XE9<56MK$K#!&4/^FK(([HT:JL&)%G!$-! MT)]\#)\6YJ<$2N89N.'[5C9&A!V+L"U";B^=1+5 ""OLVI-Q$1EB'%)P%<0B
MAY/L&\8,E?F]6 V^)3?$'_NO2$C)C"?M=4R^B:2:) MA,$FI,Q?N%2A*;I;$VP(G%=1 @^53 M H"2O ^[-"K10S:K._-33+\C6&5Y&GFUUFPG+I^2:SNXN6TAGE^NX-
3%EBU::!RV($NFY?B0+IN6O0V'TNE&'%/YWL?;YJ+X MO=-@M.-)0B(F81-^UV<'ZEQEYNE+H>GJ%RJXU*LB?WQ::\^LPL[8H2P.G=E. M5V-4]?
GTQUY;/.=SHV"H@D>WBY/HLY&#=HQ/@CA^I.6=Z3]H.#9,G,%< OK_M'-LV<+P#!HE]VB0^A IZ=84^0,;DBA&IEG/+4T!<[:2;#,HPUOC@&[FL'E2? M2M/)@8NE.NN0S..3?
AO50R-,]RDX8=-M63LTVU3_/8J_8CSJ2Y1]5>7M4&!; M&UO+)O'[[PW&NR>C0IX.XI\;G3\F+9GJS:<2_H),%^^$&JZ94M"7)] Y4 M NFS*]>+%^^"N".Y1@^5!JSULW\
(YL^03=_1J!Q"TSL;R9+&%R07"W3[2]W MJ:]"\?H5>4P)_J=DS+\ 9-ATYYP!54A[ODA>-/ AIU&DU)?BO<.A3O<@S<)5 M%<(/887ND/V_BP2_ZCTZA&=C$;?-C@X/EJVI>]>=R:
(2X+]HUO');=>+SO< M]<^S:I.&VSJY2X=Q;R)%3L:VM]FRC(AGX,0H1VH:$>"0P"P[AKL)_SKKR89R3^=M"OXYF.=:>:<'9B5=29T/;QN%%E$9F>YW- % MT?
7NS;!#Q3BB*Q"6Z>9(VY>=1M\X4FL"=29CZF#<2C4FF'Q*=8("QJ./
M3'DA2QO!O%=7S*\CQ%N0IR@4:!',=9FK2QP2I]@C'9(5+_@;ZF<'O.+D;R^*)DM<]3A0KH9T*SDB'B+^2S_)MJSCXZ_V#B8X-T84J.2OUEN'ZM#0 M8Y@AD/GGPH&*M&+X: M"A-
53 9!Z+4*#*W]0$GX1"!N8/DVF-@CO.6@_4[R?.V]%R6\")V6C!XU56/V ME=LO&L4L7!=1B02-H 0B-KMA]DMPV:O:Z09(E(U,N:TF(%IC! *,LF* ?FH$ M+OY(,=L6G,W\I7D86REH?
&A63H1UDQ!__N?^AV=;;YVKJ/[C1]H\)=#,D@D MT7"LO#-1>YD6WHYZ?"+0SE2W6D32F+@1*/U5P2RRB\(Y82G@1*!C99*TA*2W M:R\!NQI-W]JL.%YU6=5JW-
ZO.H?.JNX=Y@^L02*$2,@5(J :$M7+M7"2K+K/R*52L0![0^=73($, MHW$YA^W@<:MU_Q=Z7%IF68&PI&(VF_YM-AF61DQK1-P$BB<+XR*%=.C4#!SF M.03M1KHZ9RJF*JKX!:_"-
P_Y4:PX>)NHB/9H:XI36%>,@(%N!/DHL$-L4Q$F M],;J.M'JLB*42I5'V-5JZ(TGS!KB]4 NN ')!-KSU!$1IZ(Q%%36>H.6%UZ M$P;C^J)F^DRV(K'V_?7Z)8W2^XK%#%=1NI-Z?6?
\OCSP;F<:^"K8 X)T\I$T M <.\B7(ZW_OPY3YO,RX)GV:U!,&(+5!81KTN*H+1-2_W3K"MF)2SH4K&T:/5 M$AMUX/9;@:O^6A= =R2%6A$L9ZKU SX38>JX$TNI&12W#9VZ(D.?
L+PDMFE] M+.+;\GDY!F,UZ&AJTB*5MR<:7BLTV9*5_,KS.XS2#%$8K2:X:)8H*@J25!IQ M3P^RM$*F%DL3A#8&O$L+KNA8]U6:X'K'7?A]6SBD(JHO=J34[D_;- D&
M.$;NE;@RJ5;X(BWNG SPH5C&&KQP>WSDUJ;$(<'8VS?&7A@8*V__?.R@% $W=[D0K /044_ MTP%7'5]S=25H%(%BQTJ5(8=,N7:-:H@N&3@[ZS3X* $PU<DYS9W<)
[96,=8Q47"9*^R0W0W#H<%G M.$L_I5F&K_H1L\5_-'F"Y2.G(-05XXHP&OCSUN9FU8*8?"BP-3J8@O^]%;[< MW PW-SK((C#EO"V&SRFMX%K1E6O1V[
MVK+GK<$SJ'1X7<>V:2;ATTO^5-9M:N+0&_V&SHF>0ONFX92(\EU).KSKUM05 MB^H/<-B4(OV] Q4"OXYW)4BO+F1#J@,I[UD;VN?SH016HU-X:R
M1:KP)J#'"@R^3['Y[5"W$EW&)8KCJ;.?7-6IM[^$_3NZ@@9];4$YP&9_[(1\ M^EZL'T^"SQ7(C.MGU#Z9HZX@P.???S?BA6H/J[L1<]!SH)!-P EF^=VQR,/D
MY73+33'6R#$S3M0$3:YYK)1;9*#=%5)Z205?\Q&9M)2+RVJ=;_=:ZL+UUWO MJALG=;:721TWJ?-ZF=1YS$K#])3&K9_!JB67TM99E(39X=P$P!2'A3;205:"
M>R@,%$73*W'F#4$1B43Z)5L*:DQ(N)4HUY M";"A=LV9@'%:DT?9EHTV134%*KF(GEPYMEGQ22CJE_HY4R)V1:OSF23W>KFZ M6HJMG+Z#/YI8;G^HX/_?8;KTMGH
MQ.9T.QK4CI'\"FQ_1/QXZAN%H4I.KM(,XP\H\H^V!?LA3A8W,% R8MBJ'"(L M7<)I^+)L:^&Z0)Y/[EQG6P7J@\=M'$<>"\F!7Q"J*5)(8SG!(G2?;0#4FKW^ MEIE'%Z:TF'
M[$XG8G'28J])SO?TX%W.*LSJ9_3W^L,MV/S<8F\1S!*7BNA"$T[<_M7DL88' M1<2-Q>P!H:^H)DW--9$2ZV=20>9YH!RI2QGM,!Y'R1A,":XM/U>&W%CHCVNB MK1:5TT-
!O89QQDCS)L7(C*4UY@3;.8R9D$I2_-E3;X#[N1S!#OJ/AD,8*N%N M$;F*T(^6%7$EF0!#L#:6&,D5(Y#CHIP4I:2OK8E*:VI?@JD_+I]QQ1"%R 6S MXY8#1WZOYV51J5XR+290
M0*PS/OBKFM3&4L^BN&N^O"EBZDX]?],\B$PJ\5^KUI?S.X_Y;>H*O!)RP;MU]0<5TXSS,)YO MA<'VYO;SISYMQ+!Z1R60G^=0 OGPI[A3A*)-?6CF_.T<65V373GTN>D!>%[M\G-?
5<].A5\3"Y:.5=V45Z17A1RR(\]X,];]!$>BF4(5MQ5!4)^E/<>T*X)P M*[3O2\695P[%N&$9CJ&C6P &5Y08JZ?U5'Q>X#]OG2PW)Y);1]_XMG@:76ZR]FI?^I2C$BL/A>$V 2XHKKB-

*M9&7@18N5QRF3S=O1>-S4ATZ9W7-!#E=FD>L(%3/9B-M2;W3Q(8!:Y0'"%AY&XQ5)AI[R**^SFNZEV)T2)F>*O"&X9Q +3&6BS13?YA0X-M*E: ,;2=T?87F47<'"/<(_Z+>*

*!;3RL;*5XIM2,?:,4&,17<($RAB@!W*%)P< MKL*F;GM5D8YQC[$XD!%-O/89_>8UY-+=Y!^A+F]O96'-?ZDQSS2!!8[BZ;@=_M1JK\UTIG/BRJP%Q[6I[;&*

()K7;'>NC&S#\D&8_%"""',Z>/KDR7]>RB[19H.2 M.M^/1_]% Q//G@0#$]W?.3M8197L5*ISM'5'O&@@<+!$Y$$0P-R#3-Z-D58K5 MZZ"]YV;-^UW-

$>%/8:F(G61&^9$B(DX[9VD)LD%"B"DG@[(]V-4V@WNB< M@N@=-AHZSYY@4.4 'N|EM!LFP]4,@<>>4F>21%[;YX>S6ZM(&+3XI/3;O3A2)?A ;FCZ'!U!=/XVNKC|'[_K#+K]

*]V!L;4' M^YEE ZU[MOF8B?]YD(+Q/Q8I^)^-9G]HLJ_)='3X/Z7EN'3ME[4[TYPDIH. M&76ZUJ.KVX*K$L*#?P^6C'5RF?Z>E'H$.T=5T?; $(%%X(95-]B!A-N$16U M2:$LVPUHCP*

]6E$@!8%?C*Q2C_(&>NZ.1W!VQ3\';4%X(K8\%LH BJEALV! MS(4"2F+GA%X#HS&.646&%%,=LH5QM(%.#@[X@5$[\]W#HO5((4\L;?*'WO6*

M7M;&.W0)?:VG20<|\U;3C7EK89BZRFV2V#V_EA!^Q>:F0LAE_23O9 M#2I9*L;]=U5M<)*4^PH6ZCW6V!;DEWDQ MN'A.MI;$2C?A@.GJR"FE\)K83[34E%CLBP"8;ZDIM?"I$VP'@N!*

(5HQ6,[;.M'(>'MX'9;EP))V1Y_%?;_V2<:7-_BXR6#I;XB\BC3]+&(O-7-,-:(D%AT/I MU#_;S[Z?:0.C3 YMOQ$*1-BZ9 &1J&1/,EY8|QC/("T#4)?$R+. M%JE18_5-K[HRR-

L4+'NVVV1$'Q@\I&P?4LBT5]OS)/A7FI<)> M[E-A#TS,_!@.7H\H+HWQ@3+](6D&6!=->3$L5Z]"4KORI GK&2Q5X]=MQQ% 5^\0A7 "H7W4: MFRZ M7_)0^_!@=!EO;/4,G120',7-

]]K6/87?"[E00 7S>#^M)9YP45!&/A-M)]R(#0/ONY#7DZ=@8LY64Q3\@1=[O*]_6YM(2/'T48Q5*8Y?U>^?1(U8[;B5"<)4.$^ 4J1.:=U0%3,!;7!=D@7 M/=H]\'.X0D%A2X-([2G8V)XF-*

G(IHS;7 M:X1'QM O(!UNBYMXT65#U03N#T ;G4&2:Q2]RAPZAS/;#-L';O^:=2W@<,(PF M7)<6ZGQT%-5AM$QE#%@#@CX-1JGH-> *P"\=P7)**=?VNND*A?8V35A-K5@87%*

*MZ"^CCC 55+>'XR9-(F$U+DfPQ*L+]!- M>2QETWIL7'%T"T9NDG MV^F[2$<6N?O.#RCE7;&8\V[RHJO9Z<,,H1)<8P0Y%HVB, M*XH5Q1(T5E]E"'!TQ[F.*

*[S39C=LY(D;Z.TQVX[3Z\FF'V=V@3YB:.:+1YCE%R MX&,$=L9N<^G1HDP<$W!0L Y?4B(?#(/C;*E"8^&HJ@$/*ZHN=BK'D#^'N'XQ*

MRBC1KN!A2@ES8P"X=@XW=OU\/A![FI_O0#E.+?-[T12\&D6G@IP$&PEH#EWCx&9@4BLXZ\ K>A^21_*MQ(FH]+^RL50C"DQ MQM4]XBO"K%$;2T?B]5.DN[,.VVV'LG&4Y

*MB$URN-Y'[**93MSL"GP%*K\V>>FAW HB8DC*4:S>:?I3A6UH ("ONI.^]BL&A MI".]2\]2D@G!W581#;251=EG14]L9\[PBECG&B:DQ)V?XMVNP.C[_T#WKG%T.'FF@XU5#*T:?*

*>)3R8MUN8584]4FHS]D/35% MHO'.R*VJU;(" :*R4=29H$N>)OETFG\RRO%O6+@<' R$97&-M0AR#B"'BFQ3*1.=CXVRCAL%V2<:.UP;|\?(%UAWXI=EYE\(PW5!&$F7JTCL*1*

MU(MV1;1&=]X9EAZ3U3RV#+_Z)D-/)+]&#>Q$.U3'0-HM.RG& M6"VR= +7%|/8WX@,>>SO<6"26GY"WK*E MW;M-E$H4-K;'DZ-*

*8X6&,S$JGI3/=]+FJ/(*)QNDUX^$281+Z6?;Q8,J6>C\S MH"H%UNW.Y;-?.K8WJ-P1.=*0,&^W'$]!!284@>M<=:,$RM6,_]D!38DWOUUQE M?'NHQPRF+S=>FX4#YFO<\W;+*

J8FU]Z/41Z%"Y6D]TDN/=Q M+RO [@?N -+,5+T;23 +3<13U)EMGDY)X()*+BV8O72(!<*;#];P"8]OJWE M$3P<)F6+_< +LU:B3Y:R.&H@1]L<^B5IN78+2-*

*;]fU^=4P(+8%Y!"2DGS0G,25WQIE"SF&_,PNV'|U7ETUDTDYLVS*K#A"9(QG6J/9C;/]D0[M&I -JX%9WYC@06EH\?JE(!$!$38)>I"A"OFI^;TCL'AQ/C%1#,\K$9SEVR-MX94S@*<%*

{T_A GQ&H>0O/$ 43Y&.5VBW8.,0A'"8KUD1]KEA46_NNK&KJ5'< MF1%FM,LF:Z^ZX ZO25U:S4S;J9JUL]=JVBV8UGV+\'7RL.F.J,< XL'+&L,$G>6N&$BVU

M\5559D=CKI54]A&=5+0XY6UIXSLS/"Q +IXN"G1B?GO'OJ[:[%54K4O0*<-M?2IK1V%Q<|:),LJF4N1A[9I74ZXM\ M"E%1S@I@9B>\H(3QI5K!0M(?KSY@"+9XE=*

*[$;,9+1)NT]5UE?2-M1[Y7HX-V?MC:U[+ .BF$#US"+;A;I"#G@_LRC*Y3O-5&5F@+!O\ M:U:R[B762CTL=6G";!GU?UP M&T?S]IP^F/5RC%>,-! MXY@C%(UE8]>*.UXCVFJTAK6TJT*

LAH62!C?<&AL(^:Q?A ?I.[4(GU[FW!1EO0 U$S MFX*ZDK?V#/DS\]?DY4(C3NU2[";AR#3+1+2R-[+ MFR)?7=]$L S]=+DJZ@4@0KA\4:0_R#F RRI(/E=XG:E?"R5L1YKJ=KDT;HR*

MGN3RAU\! E8-(D;+B3BHU-_$ 799K%)+}\ZA&BK[$,H181IA]';G6RQ@\R; MS!MAHUD"B<50-2%%)\7NMDZ5 ,,W!?#YX_,692 MLBY1(81U#:C<4W@3]!D8

T]CNl;/DS!]G@6EVV0=5A,SD=]M!1X+D#]M$#Z0757) (^NP#WAE MU3<3!F#S$XB;ES=8.T-4Q_F\)CR/? F+?IZ6U_!F0^;F1$#_L!3EZR-W"N@ M&LKG-*

;KR!5RV!#8N'$M4'0[.87>QNP5:^,A5C"!P>!MC'V*#BW1P8L@A M.-7<|MN\2VLFA\E4T"!16B?TDMU-2V5F 4$X61B3=)/6%?RS.?3P MQ93-6#

*(NGGWPMR6MXLC1),RI(:]H:HN*1 &CY#GH@<+!;)9-!)H 09FR_/? M2N7-(\.*HL!;&!$Y!;K\[89:=AUZ92/Y1@Y-#B<@9N>]]@6YN[ASZ>_*&9&7 M,NM %D/.R Z\\[;,B7U_?Y2RD5-*

*7VP5>8$%[BN,%L]5TF1'[')A=[=:DX-X+ MN'YNC!;$%7(,)UDIWPRI9@KW.I>N+9/?*8U -Y=F]GG=*Y2*8".F<@QGJF>T M6QL?XD8/0,*[&*H]WK:CK=IN_0%C5*[V3 M;2VOW&Y]&*

<-;'&M5O51=(&7)4V (MLU5 !0FW(/)%VM5I$A]-7U=*I-H,H) ?.*8C3M%C..:PK:W$--GV-LRILA M/N"N#(6E5EH>5?5?

9B9F#.%OV5>R:F8IVBTS\MD0RM%UK2EEU2E<)Q68;MR1 M$+%'-4QU01-7KQX,X4&0W!Q;[40)N:'D=9@?U5_7G^'<3]UW%,?ZL[B[?95* M,>523,8BG:P@*

*V_M&L6O%"8<^5EMU6%]M9XT$=M,4+5PV;/L+-IV39=N&U^C M)8B=%U#)@;:'>76ZE@]8V$ M= FKI5'#@,>)I7XK:) .[%5__8*3&:9.(#]0O4#0W.K>SAJ2L;]& JH37S -M HQY*

*+U\NF FR7>.T .VT+Q2 MN'B33L'2*E>N#1-=6ZU\+ ^+A?<* >;H1:4=$+7VHY'\.A M P%.%!*?YP+CWJ9$U0NF' !#U4;BYL-9YW4()339-77W*:Y?HV<6I4(G4U%K)-*

J5,&D2 7BHMS9\!)L!J-NA'0R&:D;QQ&Z7Y/DO8T^=1NA>9-33O>'19F M8Z+YKLJB%DZIF'6!RFHJL?LC6Z3BH_R6HHYV3Y4%[="^:0[%T;&>[*%=D5^ M73"W-({'?YI;C'*

*{1H.)*T@:.!KZ,[&'*#X \]W-?U^%]&F+ ^FO+8/P8AQ@ZH&] M8DR?)>'E0.:_@'(B AE&9L_P;@A;G6(PA6!.((3I?A"-@IU-*!K#)AL*ZQ^D M;<'VJAL[<)WCCE"OC,>&\1Q0U' 7R1(IJ.J["<*

L.TNI%5A/<4'6GCT'+& M\\RX7W_&>;YZ:.L?YSLMP)WW=_ 5>)>]RM/^^QLI>ZAQ@ XKH24')^_AX"KJ MR#I,R!TGHW+!=HNVADO']40 MXJ&IW)3:@-*

*P_5DM^%=:;(6@;XMP3Q;%L %MZ[-@^*#9%ORG237DY&3<\@EZ/ MHIHI=P=R 6^$7;$('T:?X^!K?0LR=%;0;.>8J_HIH!D*6)!#D5!)+C4ST_36 M.I5:/%7>BR H$,:*

(<$&Y16HY1#Q.L.\,[Y_^ MO1(F8GY-Q)(ECBZ;W+ $0D=1<$N)-88MNCR-MG?8C,Y\DE< 13-=% C3@!+ M:LUQBIC%A0EQ_6PA|)K$ ETI[8-*O7 M/R+^ M52,*#5DG;B"W;*

(728TBZ9I%$3>(A0[GPD8=D%)Y5*%PIMWS.KK#D7.#4^% M"]9(E Y.I#_PYX_AS*3K&<<0):'&\01U$'$4K-9@-QESG6@-M.XSJ$4N'!EW6O&N)<=?6=85R@2HW#S?

+"@18:BJYJ!ZA^GYP&A#L>.X>]!K0 M;U(N/>/>7P7\)HV^&T?K# 3Q/P%$ 6>"'>D;8H.:2$];RM40UH@V6R#B)PL&A M\;$=4$AL%K6%5 $-->OM\UE$QW)SB--Z?)-

*-9%Y!K^=SB=P$M?:"|=A,-YZB MALI430'(3 MD+_FU80AU-D<890I\S#@[BCYN[_"H_3SSS^\BJ.G/YO_/HV.WT0OGC\SDYLSD]Y4VVL*SVMMC-@WQ-X&7OY->8SQ);2FD),2N0*

MW%?4X;JCCF/C#.8T-"8-PB(NCE1(A26^0P"F.YO[\6)<_SH&I"43!-[# L]H+& MPRVX[=?/^H3C2UCG[ONSGL1Y[4<%=FPH:")7NC>9;E>[+-<7I;KYWV6ZP&K MJ>RPW=*

(Z"DQ9M!$3)RT@.CQE;M4D\L'1MPGH!EI9Q;-J?M\N*5+WR:LGOLCU-M 2B_BB&GN..M-ISF %QEX-O1-_,OR6K<"4D.)P7/7 M8[\V5LP>CV;#L$Q%- P-B#,%0CC<#N".GAZB)*

*=KN4JT .G-G4PXL-4Z-).T!S@<8B7%3R<*IV# MN1,. ^IG9+0@2PHK<99&-$ 59[W-X3&G#CM]#(POY4>_@;T U(DUGGS9&G_"'M ?LZIV88S\C;,>4]I-*

Z%,M)JZL2/UAS8Z#L&0K))]8HXG)KP-&_,?DYU2R,I MYG2MD=#P$@O-)AK7/Y2N(AKGR8':$Y^ A=B&R%5$?#OFY.PT3L@)HNEOL!DA M94[;%"URJ+R&:!L R.6NY>

]0E<>B5J8$XA"::.;?*4WDG89D?E9W0V84$ M=1]&MWX=<4JZ.]O2AND8- A/?AE-=5 M88W/;]!>LGI,\.#F)C):5Z;K;!*!WAFFCSP*

M;G"H%.$W&+7&W/G3C1&IC0MLWE$$RM@V>^]+C0* 0\-?.91Y]RM+-"]}QK(^ M?8R,.3ZL14RK(Y7E"-S$9;!V>1FL8ZHMEO=NQ"/B2U5$[KE=3;_3^!H]9I]F M"9E^T,-

M.#90NZ)=\2=_[^6(5AQMZWG';IE QH5"H!PYVU^T-CMLSNE7P MN) 0_&>,T. R'K\KP=C:*^OXDM3;EVS8DB*2,K6N"2G.NSPL=QXMA*[GV *U. M->>.P40U! 4@]%8(?GV\G@+.*

.G%Y1;F(*]2_O^]],1=<=&'PPCL48ZS]_Q M_*T6)42I9Y"XEAQ@&6)@8QL@ %2*"";0!YV1CA?]FB.<.L+Y M_D^POE =)B%F7M5A9GKN(K=@*

*@[;_&&#;T]\EPC\MQY$$4$O;I*SMI8Q8D8 M63+=(-+EW\>YK7!2-4]>2I"^S@KM]W*=/0:6\@K**397$=$>-A13YI#*VU"S M+GV&"]L+CGR'KN)IVR(6U,%P*

*XC/&],S&P,*IK&"F038OJ;N]!=!%)FR [A# M'%4*IH_)=X(+Y#:UDNE*0*7=LDBHRT_I]!:B*|\.HYFYTTW9'# $@5VP1)@O MT)A(!93T@GPH2-E#1*"TF*

*(61C3XPW;+_5Q:*I5WC@9L8NZ$&(%N/00'_HA M!<$<$<1+0G7MC\I71 (4CWGS#U3.5P M*C*K36(4Q\,&SLIK'A*1+]XT%E 3';>Y @+5X+-HMZ]7&M@:;/#50T2*&U*

*MV!PB_U=$57)K=N@/R?(`%B1W_AQ7ZA<@+B@K;XE>C/) -F=CA0PV%3O.@8T M!HG=5^2HI-,)E!Y!L6RY(QYV"C6(]V'+>"AVBT,7Z$]CB-1#?THSKB])'*D M&M5-*

3P,"MI@"K'1'&,/VZ0]"-LFA%+K&@3LT<';\>/+TX+'?#V$B36RI%@'D;.M6;7C-%-@(;)2>H-D^/H-AE5VB>,X+M-O>?&,H.%-^1#;D_#>93;!X-NSI'.M #B1)]3#@-T)@"[&*

];KK798#9E7"N[R!VZW;Z1+H83R6V^\:6S>6D!U[H&$L MX;#0K5V<$-&K;1WE%_/(=C1;BD4TZ:Q*R@.)]4/XS"]0+WX,W\A34<[1#OR-M<)$Y)@?]<"P_I2X6!^IR C(E>4&850F-*

D33+6B)E^F5X,QYH_?/NX.]H$P=#/K$Q\&K)NA_RW,I8(=04U>$%L;?O,CKO MK'D#;(2:VL!_*4>L,Q]E4S2'W%<5A*IZ>,8EH0!9-T$#E1P.5(A%S.TN70K MR,7E5]8YM M*

*U!Z+J8FOR!GD:-_Q0(L5?C0I8H4H^HYZ8F4-DI>CA.GDAP>_=<-'(IKN& MF9%MM@;L3BSQP+"6==(*RN%Y3+&W+*/G6'&!5>T.W!:H@F?.YN5Z1FH+*>GE*

*M!0[E"C1,G>7+*ACR2-K2L+O;%9N(<9]@>F\M":"53NK$DUBP>M*$)PBF6B/-P_S8S /P_KU?5+!|C(P(7"P(<3W576$[5&>:[C|&?]>FR@9 M!=9&^"W@41U,0$4,+'B*

*0O&L14&P3JD!O=2\H#FG24&H;9O*5,+F%OSK&E,>M&KX3)9'.9*@ATX1,*"N-T,QOZ7{>])!7JO.7ZNP#?ETK0Z@"R<5>!$YR MP54>&*:@?]3'!.?*

@<>L0T&)15/';TK_W$>\"_G0G\+R."&O[XCP4U I 1@*) M./,N/R!:,B*/*^PCH@2+%]D(/Q9TAK5T!K7:9;|&_\"T{3]U$$8^N5^195

M0R.SC=L=8XMH3(E^J6@SWZWE/D=1APH$EKA>FPZ.GHA ^Z17886D4)#SRT<9 M1AILI5IP=F L&-=II.M1E54A3)RW6#WX'T\Q\?U(-__/PS?RHTX

*+GLI/;GTLP^IV<93AU>.A,JH/8$+.Z#EX?V"K-[J_H(MD"]JD./-"ZP*RV!F[GOG&;84>]Q%AK%/C MAO/]?"QCZQ2\;2/F ,3MUI79^&QWG')2*

7^\W.20XH>D-=>BG& MI'3A+3Z.G@6WM2-^B$M)RAE7K=,_[!V?=[,/O=Z1+D_[4\=OL<*!$ MQ^=G)

*]W+WOE9=']D>'9^>#WIGOSS$9=AXHBZ]>F.%@%&OHQ;MDT$]MEBH>]JW^-7J(\@SH0@V2LG!06@;]S3KJ /](Y!N:.,]HN$RV5(WI%)%2"WH&Z(+,*Q2E MRT'GD"H8J< ?@?*

>8QA;-OM%H53#3'OYM39I \V4M,G#PYE"-(1OMSIT3F9- MUUQ$R>BDG6+*417QE1 N,,($P?";%2D1K@C8$]_U=.O?!>]$ZJK23!2X 51@5A\I^C9]2[;(NEWPCT M>>-

*<[#)9@A2XUAD%*8D.$'\V]Y!=>B[%Q42,JK#:E.#T;.C%\P*]WB7)=RM M*,MR[`>MZP*.QMCW>;G+Q$V&&0C!22M4'1CU;C0-"|_!ZZ=&W+V"11P)8=*

M$*%!W/Y&UY]8@Z'70Y//P2>RX4BC1311KTD?2S7 4LRX,9=[.-WC7$H0:\<6 MI#4;'^1N"GM5W]"MNKCJ'[_K#/:>U3:/2G'QW0_GRK/LI%=_M34-\^,^#>.E M89[MTS /1&"0QOH-

\>^W?H"GKT+KB@MW6,M#,_1'WON?G(6'-W,>?KSOWP M?>O(S//#KL/&LJOTA%VE6FI3;Y%,_^LP22KGU"Z1;G)V4_HZH>",F MY#[-*

*TCG7,!O79#5"'P:KUUP=+N=KI#^4WLZ*M,D3I)LNJ++V,+2"":M;$1FO M98,W<>7UZ (Z2FA<(47D%,(M MEUZ:V'<=Y>T>I-&VT\&_0Z0EG 6C#(,S$++(:TM9]",R8@U$TG;&9[5)RM0FYE+%+GF&M*JT?[N8X]88^.(:ATC\M5FK?]T'NJ$*XM/?/;QSVW_?_M.A ^_G\,-"'N M-"@E(|%,K]T<>@UDCQ]4P(PY>NP!C&=!DCHVU'<87/BCYGHIQGH9-*

*M7+G"2C&JA.,"M)+:-% M&XSJ!18UL((:'0$JK=*K\]42 &C1L/G:"N'TJ,$B(@NT.BCY.KG%;3QL>*8TD MRC*+>_,%ZK\/LW(YQ;HG$U\|HQ-5D>Z@BWX$'J.VN:\|=]FM)+4S[?IRD?\(D]*

M2-FLJ';)>AU!A-/$?4I&3W(IS%R$!]3XT9@^DHY1(5QB,3OW=%>0#<'U5%5, M K(34./N@XATR'-F)74/Y3-:TJ;3=[MA@RE1,24J0.]9-@YOCS<,+IH7PRHD"_=9FC'1A

*P4KLKD2]N@<@0_GN6TZI(P# MQ$LYG*K2Z.@A4@I]WM0;SVQTM4YW77>@!]<__]<%OI>/_FFA|!U/R3+'_KYR M5=QB1Z5TZ*FSC]HY3%Q0FY\LVB8Z3 M68(]N,8K(%#DM?@.E>*

]EH)=>\3&[G%UCR8"AA9J117U C|_X+"XGX4Y;,& M4&:&47=T$<'-ZO4 MZ"\X!#;#W,1W,2;'.%"[>PFK^)$KF;2(@<*Z'GSI"31H@S=#]UO63K8#*

*M(L3#N":6HFQ$*+K6_K!O'SJ?43>QMHJ#"""&@:H*Y<|C0%M4V-<8"9|"-H,!D MX& *X?)@C2TMM4S#$/(S2)R*UO>C(#K]Z(K4!Z4DB\4%.BK!DDGG61<-MYOR! M<)&AXHNM=H!*

[VC?"%T\T_!+EU"BQ5WDZV7Z-CW6RSR@]D13PYWE\W0)C^<% MM #:A(8%(EC,QHPLGAJ']*T#&13OF$RY,3WOG>)N91!=`X6G?8Z,W]GOAVQ_$4>?L),J=G7J?*

GYG/OY\!585_M\162'4]?5)/PO0(2FAI?OD1 M1$:!49M)Z:!@1]TI;& M70/R (^]M!$KF:U1!3)WUQ'6Z*F>BP]BOGDN;@;^^[GZ]PM=;OS\Z$?]E7^S M%^IF+^1F_*L75@(0.L(&5!]+&4I*

M=W36>YT.1;"!B=<\$KH((C0]W4AVJL2!"NL^\B/]$X1U071^UC5:=BSC,'N MD",!/DVC%S',&DXCY'.^(P/C:PC>IRAV,Q:])%@%,T$:5:|\]M&\NNHU?F] MEE0+'U*

[Y]8>WCRI=6@RMK,F)0[8M ? #=37R]\]B\O)DH MW$^(5DY%:PB/#S0]F$9$4#ZRB5W5;^P"(]%!8Y4_%:UZ P/HX?$/"SQTM&5C MNW=% RH/+O;<0+,P1C6-EE)#9__"'?*

^^@&W_>)^.\9-R+ M?3+N 6O$K(%3YT[\+7](WY)K1;]<:66?8XJB[ZM)HON@2+S>],_F2J+-FJR M&B='79G]T7=XY(9VM72P2_@"DZI[2/ZBVXL;'&4+I.^U?;$#2$Y6O%KE1458

*M860\8+':.8#^?86P;W10LA7#807)HO ESMM#17LWY<6/VLKT>#P P7;E"I+H MDR;CX.B@3C\=E^@UF[T.BM\XS_]Y:.N:^;'2119&-_3,<03*8WA3AB0+O.X M2-9,2 >N(X?%B=ZO-*

D8:!M5E0)H!7VF_USTFK\U0W9MRV/#7+/DIFZUF:N.H MD<&6FS@E_"@^E/%&ODWL#E@V\OGEQ#[NEY^RD M=_9+U#GI?(=_-W%IE_#*+.+_UN]WWW!(P>RI?=0'$Y[+?Z?*

*\;1[W+R%P MGW7_>7':.X;_SR[ATO.W4;=S_"ZZZ/0AZP+)%K@,_NQU!&[;K_[YE>ZM7GW M=YW+Z*QK1M'M1X3%&O.3WE^8\41GYWT8%]RU=SF(S%_FVY[YI.W;WFFO<]E5*

*MG_6(@XON\67O0[?\+)98;3@3_4SN#Z'WGI L7]^"?_\4Q[%VY?>:ZO4 MZ"\X!#;#W,1W,2;'.%"[>PFK^)$KF;2(@<*Z'GSI"31H@S=#]UO63K8#*U6+*

8W>=Nl/(,1O>49 MP@D^OCKM].+J_[%^.:,P>K*K+@'X<32+'<&@^]E((14+>#S?O?\+;SR67P56EJ?HI%>:::/(M*"PG2!J+9U67!6YA+F_A'0[Q MOA9^]O)L?,81?.AFBI[8H3-*

*7Y%6QBG(F/G5\CS"3"8L(3S2QT?SDW?\6U[6IG M=+>]ZGW5O&5CV*3=P,8!.D,5Z=LM=_,>W_)P04#ZN;ZD/G],KL(9Q)V%-F M>OJ=XTL8_]6@&^_L-988//[IL7QW3*>%- C?*

_E6_>^;<6GW_8%LD\[6#3" M%S7#?T%D'G3#_T,WI)YIZ/7/ST6E#=$ZCT\Y\SS_L^/33N^]^?1=Y_^8%SZ_M@D-LGM_KG.)Y^A=_[M@&9G!/C^OM:?

Y^8?]N7/D[^2E?,NVTRM6##)>_[9V9 M\V'>/[KHG_]#Q@_K.:+;]<6=@!F.28=VL'?V>3"\L/]3W?K6FC&MWG119QS_[ZM>W]P!C(FKLQ,S+ZF?OWS,|_PA?T*

*M+Y!MG=/3Z&WGZM3H&=RZM^-VP@!LT[U,1P&>MBN&&348;&<_|<7V 0'3B1 M#R8GJ**/O4'7K$&_-_@O>F?\% S1WHEY 5'F8-#MG1\;A.)A%L3L7\7V?G-M'T^D)[T!^20T)[?*

>/K.O)Q.XL%A_;RW9|MYVKS0X+B_.ST5S4@M%3.+V6C MTHZX,.808!I?1,$'!S:4?SK4#1NL&W6PW \CG;9%ZT'?_IDH:V#RN8@ZM'G M@GI?8_=''''F+#M[V.UGO5_X$[-

;>51.9U3M7ENU25XO/-_PK_"_M]_^:MM^?4,IYO%K.Z38CQ=3@ZZ-]S6:H9E P*XDF#>OEL2\!BLO-/\"LAJFT MS%_"9#U-$R3#W,#5ADQDP_0FF4ZX.3"=3KQL*O4+VES[(H'<)0=:|*

*<+)"FO6 MO&RL*R$ME_GH-TB+I(7Y E*8<_S7+)T-!4FPF]UH6<[$$P!V$=LR?>:BT=I M6>9\^Z0LS627T<$H-S?%2Z8< /I[\BKWHL0)%C"U9*X2-*

*3GIBC|++)R[)X&1H'$5@Z,HI16CN@JG+:69V M ($\F6]6<_=W'$$?SYP^QG_&EK(-OK7T;9"#\;/%&%_WZV^$PSG M[\>:%/<.%WR^=MT\#%=Q&%=N48.(\R!B*HNBR@*]734QM*

*LBV2T)!">MMGDI.3@JF"_XR!"CH;KNR8%\E: M)@*KKZ&/T-7AEFFOP_BVM=.FI>N;M73L")^264:?5#?"[0&84>QV;MECIM/ MU85#YDEWHLF.DE:S:M4XX\M*SS/G.ETK.5225*

*MA2X#)=ON8*589N$4HA8\KF6/6]>H?RF6YC#"'"MYP3NWUU"'*$*3T'NRH"[%.O MP"1 %1Z'R-W#KW#OXGE/]_$\+YIW:A_/>\@&Y+!:.:M=N_;E&)$B.FL78;M5, M1B,FK4)2BL*

HS<^T'_W6IH)2:TT7]]&=,_=P8PD,/[/MR-1Y)?\];?S=H+^7E6(E1O&;+[&EYJ'_O2L;\7#:W, M%OX05V9L5.<{DY"M:;LY#V\5UM;2_4XV%-H<;M)^7'@'EC'S-7+W,IK M-L>,*

*)5M53.LW9D(GG^W4CZI'(*A)24 G2=L71RPX.=[^@7>1OD8/5ER63[. M9H@:[)Y;'37H"S/L?IA>.[M@=D-LGM_KG.)Y^A=_[M@&9G!/C^OM:?*

[<(E;Q&KG.;)G[$+I35@5^"XB^]Z"QL<(;'\)9]#8VB'WQ:M# M7GM:W::A+XS%8N8^!J?:A\T\!62"6V]IV5Z;E2G-T#$ 2+[&V<_+/< MUP>V]UZ_1[7;B1#&M-'MVI2.

*[(Y=&KJ3"X2Y8!^|5*X"5WP&!D&J>U=|S589 M<[()&Z$&C?#]V6-?-1[2]R'%-YQZ JDF[R>P'T$H\-'B(T(X,,W=M*D$K=(*

*M%)&]6Q\$>Q88H(PG"NK/B0B*53NB6RR"R\4;-2Y:R\T/-EEFOP_VM=.FI>N;M73L")^264:?5#?"[0&84>QV;MEC\M/ MU85#YDEWHLF.DE:S:M4XX\M*SS/G.ETK.5225*

*M,K43PP'UT4U.]'&>QJB9<]N>Y*P]D.'F@8+1S9L$'C3VFMN]XA2]:H>L0(0ZL M!%#]SB++%!&7E* DLU33K-D6Z+PWS GNKG*\W:5$>L-V!8.%NN#&QO& H!E MWS#*

<9>"&V9)L&][@.B"1#//;% ?.(P_|>GZ;3R$8FD2C(tNA'5NNLF5,X8K; MIM\1]9Y %-ZZ>%SDL.R,LLS224SVM616B<|G*1N/K&T(5*U_:$;FP@Q)F[@4 M;5D].08I1&RA-

7;.CY])%'IVN,4F,Z<\KBP$HGL.]_DFIR MRYAHRRF29LW_^\HH0YG#MB,02/A;]";Y AAZ;?+O7;KLV3Y=Y]7+?MRGRQZR M>2A=M;U)DPH#Q9I"F$<"K'_K)-8^\#-3"'=)?*

*L5<)3(O69:&[8@R+A$$6/'MX4?+72,K*B>+R+Z+L33!.)H?^!,58S)Y3)=E$K8NDE0>BT&F)@!&L8IP-]E$;5CV\M1%]"!SU0;BKI5;[@$*NY*

>"E:,B1&8#;V^+ZK!OA/RW<(AY8U'X;"H0).44LXHD<^Z24'6L(-8Z5'4,,:8!XH8 MEC)E,)@5,B:)0+YMM(3-0USZP:TZ!W\" <_0R*7F*O-XRR0$ZIBY%'/&-5](TG4\N15\@CG0BW--*

*F:*R60_M+V'I[2G-K>LN%TDVKN7]O1P|G+_ +Y'>X"'''MODCV!H%"6G9NJPFFFK2?&%S MNA9^/U!$P.#"!U5HLUWE.F3 K%\R|/TT^AH*C(IF4;&\HVD/.CR;B$*

*M.B9ED1DSGFQ0U&,SSD\V8$>)%;0A?:S+WE8E@6+-9FDQ(B,1_%A,!4L%*VMJ MR1M#C:,9ED#$N30VBE/N@K# C*ZC1ZH]! #3SSU;GA0I@W-Y&*''OP#=-X9\0*

M,4)"^'RTFND(NC/20 M5W,7N_"=+")=-GQ- MJ6Z/"8F+, I/R.#FLOQ-9ISEJD#^(,P=A!(/YNG2'1WSW&5FKCR.M|QIVICD M58?4?&216Z7LAJH4721_O.);RP'!H'Z)%-S*

*,9KFA1;]X1.=J6\VW.AG;0/ M.]"5*B%WN89"1&-\N&X27E)8TE" LBUTMG"N+I25C.P;9OR1D7'''S0^.H]5" M3(@F%,F:!]0TTNI+V*?VY??*

*VEFV=2@Ds+]4D^U5<06I%4@+?!6[_C?)%YE!(*A', M8 8?4B'SQ91AM0A0#>JBR>:W4,@+NJK= MYA2D/IZ-HLY\3'A3/_VKG6S6@ M59M%M+M]%'UDHP(=@!IQ=*Q;-*

*BKKS'OA0+KA@DNLV]4'54O-GL*_JSADJA5 MA1) 6G?DP=03R4,(,"62F2]3*(6#*S :L%+!%[!@Y@ROVUF9.2B(#KG\8 M33.]:<|NLVEZC24RG_+B-Q@%N W@Y1J_>HZ'?*

RF$Z%ZQ]O9N]3@Z6!]":QV$ M&G9H;H>4'47=N%&#:1>.;6,:U$_]^U!1DR?1;99/K:=QFGS:N\Q;7>;F70U! MBB+%8YV

YL!5@GUK9$!BQIW;:ZKM%4.6L+Y"1.@[RPL(D[1M4M2Z^(+0+K M1],>,N M#>8C:IJE'T4<-;G7Z*?E*$,;RC)L[PWF&HZ5TW_U-5RITQ+K,A[.YANZC_ M2 I&>G:5I2(&I.*

*[X7GH=MZ<(C #]@!HM*J20B8I'HZT:E$I:IV&FZA8X#R6D/RQ83!GGFPZ+S:+@*"'7- =!@6#D<;*&%*^7ZRC MST)U#WFRDMQQE[L"%)&R?AR44$K&Z7^OJ*5@!C$*9R=A-*

=J=S[/F!-9$8#7Z MG;RP4H/F@7-R?#X"VB&O4^I4%<:1,6?1]8V] (*L+9#X;\^X-!*H(N\UCUNI;8J,G;QZ2$$ M4-,9C02UTA#B=-@4ZH\JFT1F%LS54W#; ,-C@8%)*.)(Z,>HR5(/(>Z-
45YCDC M-00,E?*/(@RRHH2&OOT,7'O"R<10T]C_693^ (\F#^/BY*TM!:EBG'K1,1U' M7%)T,AF/01&GVKC*">AH=)..:4RY2-$&?]ZGAAZPEAHY0$@%Z[6E6L(]0=T82
ME_JTTC'VPQGQZ@24DZP(D,0%.Q6Y%K,#:"M^4%;: C3CGH_I(=DB0\F&/6SF M.3-NW<*?8\(F*:89N< 3&..!7Q0S3HV SI:2WB'!2;8^(!,BR H-?4TB#'JX M>!P522Y%--P_#0.2O
CB"/&;LG3.)O3)>(6=YWRL+3[?C9D/B]*GWI-P!ZF8 MSZQ2]$9^<&(\+[DGO=INMWR01OHN%!A/&R@PNO,E]$Q:U\=&:Z$,6[M$@G$0 MX%L&IPCV>3JFZE3J%X?TV*JD<(6-
6=+E@1QB8QXZY/-5XCV<11<<#HC>T&4V M]DDOZ=S1A@'\@:<_XHWU/+RQ&+S ;2CFH0:T7!O)6 >.'A*UB>>D0487P1RE[Z*.8G0L' MKN?IM5$5KBP^_3T=K5PU;&+1[>!G/-
:PX,\L:GUO0/;Z,!>(;8-U5N! MW ,%J6/DZ*0R^<@H661+<_=_(^TS1 57I9RU-!('IZQU>[M(]BQ-Y@1V@\C/ MY&:B[X/W:[=JY_;(S%+&"23UC)BK=FZR88:P
98Y0:HIR$E%?]58$+=9L5Q) M@F-&"('9ESP0RW(Q (X@K;&6,$>$'I$T?#(C=3 M,\<8L+'3TJ7-Q"%BVRW%3E%'C?)%*H%;@;'UYZ>T$5P,-:L9TH0SE2D*+#)T M"V?
+=$8O@"J17Y1"!-,,VRDXP4'X32MC0+1;,FU0D.]"%\-TT^_)T;:_]&O MLB75]MOJFV0!Q0\>3"(.%64Z;B"S;TM=? 33G"/"*: JI<5TK4;#;33*X[<# MX7DJ62W49;X9*15'X*_M[T9Y 87-W
MLH:*E C51X/#A4(.M2!R?;M5OQZJ%F%F)RDB>Z,NU#^581U%[W$+X+4,_UH3 M,EB09\Z:%.5E9I(EJXLE*E)FH# MS1!; $ZP.84S*F?PF]4IN%?
IW.#,Z=BA$X#PU'O0'X%]S^KNMS(0WE[!D<=V M_4*WDR(9PFPK$MRH6>D<28$1_6_C;4K[_@;9$'ET, %!+P!O*FY&SU3C:EY+ M7TU(LLSK4QGGX'%(^P7!OE7%F<*^LKK>L.YY-
F.'6R:T+60N MC?:EPMRU6@\:)Y5 1C?9-9NN4\0-5%_BL^$)96"[>EDQ^!H;ED@FX5X2 M(#=&\A2X3=L_V#B-:G!1XZM;&E+WR>P&!01GR[7UH/*B7E-L#DQ)\HX9
M$KRRRKBJ+>"EQFDY*K*AEQ^4*0DN0& ^*M5=8!CY^^P27]CM22_.ZS\!V@_% M0O$@9=!L0MP2!]6!.'IF+]I":+*P.*0OX^,POI'RE2^F:_FJ^I-L6?OJO;QM
MA[!MHBY:$/8RWCT23:8C+ON@KKW;K:V'K[):O"V^_.%#M7.WTQ<%#I_7)X0 M=YCT5]XVXN?DA5&\2;$&YH550? B-J:D3URT\K#VZT)FKQB MCZ!*(Y6+PP$<8,% A9=
<*$/(T[!FBD+5-&Y8]RT/\W*?A]%YF!=/]GF8AQSL ML(Q=0:8@(7?@'("D4U-"&TL^)85U@D)TTHJ1C!6^+^0[I,B85L:RCDS=!EQQ*YP@V9+B1&E%$RLOAN\;58 ._+X0-
M.&U3Z0&9HSY!H@N4B#!N)#$S;PIBU0ES!B)&?XJA:P,3!F91>,ZX4XXLS(U/ MXFZZ&76FV4LJRL5ET'16Z="VE\&8^U4?^\B[1"2 1N4C0G>0"&O'N--6!GL.WR[)Q*(Q)
XV82DI\28!E<[6C;->' M^C$6N 5"N9]21 *')U6PU36SZ&R7=U(QYCI\]XH/Y*G@P.R#E M-J95^0BRS(2%6'"7+]G@LWQ,M4-HX6(3ZBXG)=1Q_8A7YT?L@?60Q=Z@\!IE
MQEEY#>+!==Z>2G2OEKJ4NN@F:+GH%1T5G/=J07Z[Q5Q+!&[G/-BA@WX7B2JR MC8GFJ)D-M\&27+5#2JGK5&HM@5H[R&8>\"!3RHB"%' ;_W6JL3T]6LBHFYW6 M--
Q:)CW,'PI1=U17&A'E*NN4Y DD+,B0%>W5R'PNPY 1"(AJNH M.]6@6S 5(;>(+($RX #4KQ>LXF DRP 8BMC_[M '3QZ>T>0* NRQTZWB=27]ZV>8]DK$_A34@ MG@U8O-?
1FXRR6A2R],U56DC0AG2::$$9$@Y[:1R/J==MXX$FX E '\0^UD,4*YQ%QB4$4%&(.L$9"MC#:0SPE1&>4 BRSSL-H=J;4VW96>0!3K4JDP@ ML^=5,5=78"FP%:JWM4D;_22-
KMYLF3^&O%% >L-\K0J'Y])T#BJ,4L0KIMZ4 MW[*+)D+M5]5$C_@,_QP\PQ*8U48L^.(_-;<9MUL7]I#Z@F2C^U&-JY1@'!+REV69P?LS#M-J;M4!6YD3JA:P3U$& M@>)@U?
>HW\'IT[JDB:ZD^%ZT#N;]-514NV6QHBPFV#@%Z97-$\83DN@;QW\J M3PO,#.9!<=A&11J[_9J,5&/4)@N<(,B]I8B$Q2\T#I>K%"NZ^)1@=Q.:=2R%$PP)8H4?3<[_DK@$J;6$3;I04
MQF,S1DU,=#2%@N;%%^0B;JOFA:!C*<4GG%94*,CT.W QU(Z8JLW&9$##0RY_ M >BL<1 \0#8:3YGXHPPX9M\L]WQ,\G+]M(+/3:,8:?28&_;Q(S9*GCX-RI5C MJ&-)"W#]R]?
1VV2$-0_IMDB;C9)Q/-?1"X_4#5T#.<5LQ$QF*93,+?P11;T1 M$$DN7N;7E)#'7[F"58P=RV["T*\+X0GK"K\%;(&CQ7@BX$J<7@(GU,PCA"O3+!EU]C1,KGNM8Y4#@T(T F0Q!,&SS!
522,\.EMR)=IG^ M;O3 @3B\@,%NY^?:-F:4$B>L,/S0K:BX::,5/2699MI3R QE\#!B,%O1 T!BYLC\P,,M2(0!="3.&5]#Q MY?Y[V*;ML$V=XW?
11:=_^6OTKMOOOODUZO7[W0_GQYTWI[]&G;.3Z.KL^/SL MI'?9.S_KG)K//G9Z'[J#Z/(\NGS7C=Y>G9YV!Y=1]Y^7W;/+Z*+;?]^[O.R> M1.9.IYV/T66_USF%/_YQU3?W/C.W-%]T?S$?
=H[AGM%Y/[KHGQ]WNR>]LU^B M?O>T'-T'6%VXBTTQ^=H%)8VKAV&:#LY#.7CRZM#KY-ZZ^91R%S1FA["8:.K< M3S>0L=!@8<]KN+@8.Y; .=D6(KTJ?TF5G
MIQ"\J#PV0@I8G[@"ARX3Z1O4Z/QL;$*Z?YWPF#^6]LC :W'M@4=PAI#L+O0:JW)>6UQ#6X320QSO%GXBJKXJ6YM]7X %460^K7I.X32 M&7_+G;N$=&VG>8"+354E.-
@JHBJ>$FS1;'I8]$?/2NU>[5;#B7$3C#_A*:YB MOOKPM?>ZV^3'?=K22UL^VZXF%101YC4_G5Z$UBQ[R% MF"@<*LPE9P_XY9WJP5315Z]R+$($AI"[TJJMVO@V5'X^?
6$+4VVKXA2+ MA@7O@M#!G=G$99@YE,6DQ9*C72[J:LN84/EBY58!=:C8+*/*X.E3SCQZ3?)< M4S3D9OO8D)R Q!\RY4\&@7@=XXVZ!? M[5F1+$MHPXB]KUP49>Y)
7MLZ[\3J!H4^H%QOAHNQ0M(*^V^%J)M73/@_%5 MGGFH3=9VR]FL_OD(VEU55K6&S$+HI*I^'F(.@.(UCL>T6\29X_?M$%H,: JA M2;"+!_\&Z ?

R!O-TZ9<3G R2I#!-4UONV:Q*H'[?8DTTDD=5*V?PWIR; MX3+)T"90#M4\;QRXW8LFY;[$[:(B9U4B'0Q58A!471.';=BE8[*]CH!/WY MWB'0D'Y-TE!MK 97:
(=MI60^-5)\&;>V(>7GM9/9":**&!C ,)T"* "O*V_Y MX/O;UM3&C<7- 8W?U^C2L(X6(5#LFOJK8G9\-B5X;:2C I;78(<"&E0 F#S(%.L24>S/]7M MU@YS36W,0A-H'L6I,
(KD$F489)#I3OR@I@WA'VXBSS138=DS'9;%E"%K8?ML MVUXP*T:QH$*;YDC[1?GN:4KI;:-#/"5;.O9RX$H H%AS3G@$+#J+ & M#,%K-P@[6A\PO-)/,"D3DMFY3>
[Y8LXH:U=E+TW=NQX.=2RJUF*NUNU0LIL! M,]49"[O8J5\+B_*!FH5C7?K2[&=DFZ]6;0VE-NU8=X7& MN[6#5+7:-MV_(0(G58M+AL[I&+;J]>+7JN-FJ6-7QX^PGW0NV=;JD3Z5@
M):F[:"I.%: '(7AQJ)OO@22GOBEKS/\'::U@=2W$P*P67&:,D#Z<)O/?7JL2 M1[BL9!8DS)?]__F=0NG+6'0RBCU"93E_E>%%_H+;^G]> MGLBOZA?(:UZ>V&N/S^%]SO[77Y[]I?
EWD",S2MF\>[=/_NW$B3XPO@,!8 KGK.O)'%!OY\U_N2U][/P;_9OVWT(5!9?]4E'UH5'\M M_QK]'R,DH1;K+$VF]^@=T0#8[=)[^@:74,.WXRMT/US$T7%>+/("U--)>IM.
M\P4!_*@7^BOJAV^II;[Y8T/FV![< M[[O]WDFOS "?=#]W3 TSY>^V0[@>U-DX@ M\?V<9*.\);T\O_W_\;1LR?/GL-]TTHOM70N0#=Q[E\7JZGM\D\ MVQ!\Q-,='$#UL0^R_/'S-I!WS+&_
G49MG5BV7:R1.0IP/7:$!O!@JI;J,D2 MPBQL::ROB+V'"JM4)=]B592K1+-7V^%"[1>V18RYZ\=\'$=E.N6J>JG#A6_E MM>+J2^I;+/0[06L) -%#SY4\,O:P!^Q.?I1;Z.S\8TR 4<;;
[=).HD96@#,K M5*^141FKY0K1)G!.:YV$/M$\$%>&&X1J>\96M*);36YSG,29K?&)<-&7V], ML72:I-F">@_*%10" AZ\0E)+&-[4AW09.\0B!/?'HQ$ZH/+OSW&C0#8N!HM MZTJ99P3-
8?Y>S=!IAI '7NY.,3*4\TR_Z?1_Z?3.XNB7?@]J#?ZO3KK1AN[51'0;/=558T" [MQ\?=B\L!?3<87+WO#L(_IWZWJD*F*0D,@2&8^<>'KSVLJYB88\::)DVI<#PQ ML:-LXZ%74<;
<\5%4[H_2@GI6V[3]E(K^D0<:UW8\R\HRL&E3[!L0X3"VU!W& M.)FE N7L-7JZ;90+'R%\Q+? $Y#-@#7/*,PI@)W!I32*$?+%4/.EO3]A36*: MJ/*LH]IV=6@/1$J*5T.SIN7S)N=
(+/'JT(U_YB@-P;M",@Q+0M-15)M]H=H\ M9;/,\IC9P^$9"?K4D-/VC]4\I45Y]AS<-$1,?GR[\WEM=P;.;4"6>N+*0Z:% MHGGG96>:W51;6$T:-BNMX
&!!UHFKG+ER'LVPLN6(=UUX#3U*[Q7#VKD\9O8+8&*]3LPY@\DV1;-W,M7G. M"N&QO+Y1XGEI$J1U*H2:-'53U6YY/?G22^EAOBNLC^4&ZUBC\9U(3V8C;)4B
MC\HG$E))L5O5;@]I8@L-/(!!X)X:^^CR^F$DS'DV_5T(NXR.?E"]FG=;HY<;+/_7[19RG?Y0Y3K%$-[FI1-^$OQ< M2-
4B>"@%ZIWA6X0HNT95B&B[T'9MM7\QONJO9QXW&\7COW2P*U M9)<-R:S7*-X1&L,!&@S7#.<94!/W#43QY;-OF+7^"M5"/ E?(14=?9T:HX>2 MB[Z7:NA570T)Z?
EK0.4!:U3I'+,%OD^9AR+8<&0>AF)32)7:=!\X_Q,QA[MQ\I A=8EM%_.^IA/$:.H3)'6='F#0AOX>]'[&=>ITT6J52#7&5U=>\^-+V+? M M^)APNYUA+Y6XCK"84_?T?C5TQ1B048
E;,.F>,91,910P@Z*% TKW56](# MS#?SO-WZ9!2A409)1E9SG41D'5UC.%C@VN4--*&&A14L!*V+-8/9;H2T-$FR MZ8H0YY@7E^X-P#F_I\6(H'+F:Z5S%>:'T[*>6>)4%
(9\/!@F&NSFN]'0%,P(MZACDPF;'UQ+]0A#:^! K@,XABA%K67C$ZPY"LT;!KC0 87668AQY/L!D!@7$O@06)+!+GW'B%G'*3I?SRRH/I7.U)\6?&T1]D/ M4WP%W+L]Q]==.;Y4G4T
&];&*QXUW9F!5+K\T68OZXL\Q>1H)L/ M+ '8U9X ;$\ ]LCUS_=#]N7*3/=L7SOZC#_5?,:N\3:*<'[M3,Z&A*XW R"R*F]N'D MB:!_(IDYX.\UUYIQ<%@5HYP%\@VK5(F(ZNIH*Y'%1[G+?
J[ML@&1QV-2'#<8 M-'>^^?O'FW0.WU@6'L9Y5P"6\%TA>I2HD&K@E@$C&0M*C'>X5&ZY>?5YBA3G M5%=@2Z6IY(BZA"EHV"%0I&>U =QM=YL-60)M"XC<:%A!9*LW
M3G@,@./LX; QKSJL&8'G#"NRU"7&,5QG?(O9G_4%[&_L@1R<<6/WT(M>()^;\. M2#UV)/-QM+A9E]"-;\L&Z/@S1XBY38ZI-:SEY7JL![*=OCDN;E]CXF+RH.=A MX9X:XQKR.0"
(ZS?'E]%;+'B]CWBX+Y_VK16,S78/JUU_X[B9T#?JF0W=F>(MAJC:#A6S3F':Z@ZW/8[MO40B(W?^?]$]NU7H][@R2A8C&4+]]NET3.^IZ_X M<)&M[MV;-2)9/8!W:T:W^A(O]\U?
[WO BKNS?NEV]_KEFZ_&]GY^IV7V0)=[M#;/7,%_GY?;PBM\"7C$$^X*@$I+*N@_^Z:9(TXOO++ZT!UF\SZ=S)Y#%-WO0 MP!K(HH5NC\[.+[O["?H.415?/DY4Q3=[5,6]T-
^C*F[(4PJUV_%5OWL"57#O M>X/!>?_7/U/4W[_LT-,C&M';O&BW .:(8V0G'<+>\8."(&0P,\!!FL\AK82 MJ-=Y^>S9DVBPP-
KF#P"POS;OF9BG#5;F'NW6Z>FS)W%T8KZ!2F^Z_X\OGQD3 MV0<;?),71?XIK4$<4HTK@C>:QPMB8^2!-?KP"%U7M!2$:]2X0HLBGV4$H[)(M+$<]*@;,?0=Q"?#<.2Y:K?
49)FI^J5(TSET.5U,DW\G/$W1RR=FDM[E9FFA MZH=GZ<^B7)YL/.S.SO4<)Y2;+%7)*FU>X_)1.86'> M9],I"+"WD(1\MYJ/ 6_D\L9, +5?CZ.S_*]/GSPIHZM!= *YO**,#O[CZ;,8
M9NK)DR='3YZ8KTX.HP.8B#I$1KXTJOJ">C*2:;O5P8KFRL29:P\)GRPOJ"3J MVJ@_Z%@;)8O,W '90*D8VDS8^!:Z1K Z#4$589X!FXIWKK1L)=F:?8C\'\KL=W.
<#IZ_>G((I[^T<&Y8[SI" MY#AS(\95PBM23/H:Z4.]E=P,DDQ'V"D'U?70CH,8-:LI-1M$2)OWI)+V+>\OFK5_1O'.4T319X M61C5Y%AM6,(H@2/WA'>S-9VQOFID! M++)D33L-
!!#9X+V_'SG ;A" K$RU&JJV4R>C4;$B(>/T,-@;RYOIVNF[KL/Q MAIHE; ^KZ/V(U'ZTF*X(-E*9WK&V$EI8_X)H(Q5Z.;00?4SC-OASSU_@I;G MB\"I>]A;#
!0W8G%K_.O08/&ARK;!K)$JXQP^&JZP0R%7;0PQ2[SEB=D4:! M^ZWF<*'2]EC::W2'^BCSYUR.Y8*6K#3;8&Q4BMGY&3<]4A\A"=D5(;+/-QP*!/\;[@"K)=T]_0'\^4$S!?P
MP*.#IV983_[SD(Z=VV;2.?B)T?HJ-Q; W90,.=R!TDR@\"T0;HND[Q)/M+;' MR:W%)Y@1TO9X?-OAA;<=KDISI)P,"]D..-*)R\54@J7Q%X4M2] M95N"?Z.;!P0F@]UC6]?O";K8&0Y+ H-
:4/,*V*9&X^?8%^1,Z'#_T#B'38;P M*,9/M1VI6$UNAO*WZ" !(/A10;"G6L+03K>0$Q;I@D$S>%^)A6_=C(/GQHD\ ME!T-@<6%<9T)W)^,$M^SV;&3ZE[
#A@F-'XTR@K60B+N+.C@[ESQP/M M%&BW,#?&KILA6/[N8A@S:CASBK)I1+?D?FH<1Q7&@WQ(MV3V2M653S/.J@K@ M$QC2%5N6#Q_?V7D9LEK0BS5_PA)=%.G"?
4KGQ5H%,]2K<$',S9)FB6=\(N*0 MU>F[XM+WABNW$?:R@M1,AL)1U-%ZFZY)[=_F[OYVJSND>/1 F<%[<_:GN5V MU;FW>=44X,[EK6C!]1QX'?
K/^70LITU>5D/AN#$WF.K^I/$9H&#%W2*,SHA-TEU 77:ZSFY-8(3Y1O$W/^2ANCLY&YB9@V \Y@_< /"T5/I5#04;",,]_$UPCV/%Z"NQ3S9$T8YDET F6H0WM
MH13@/E&VBW>JF)S!6ILLD8,+;Y9C6%)/W3R;P+?&[8U@\ %IG;J*:?@MET +A,3M_E M:X"+FB/UPA6>R@9^W$4:?]K9>WQ"?[B;T$=*-W":P6*$38=Q.<@J87"A$; >
M+%B"S[0T!\:]R2"+NR;K'8"VT>*VK#7R*8!I;*%$> CR_O'MN='N>\[G ".< M6B0!6].FX8B.CM,OD2^TDM\T]H(Q2XPM ND$1HJQ^UD@8]!T@=ONM]7WN*W& MNVVKAAXA:"
>DBQ=T!]A>Z M4DOD2P"3>=UNX2\A!G.3(TLA[G&(O2#H7Q6R+Q9O7-Z0^*42J0^8$U(@8$]= MIX<:6XBC((*'Z!TX$>^,_C]8#8TC2!0.%NI,F>U4% .^@&2)L$+C-J&H!^(# M#7-
DB*L $1;,X)W>?6$F!6@X/$VI7J(\0JKS;#HHMUR,)(>&+/%.)@B'.D: M'LF^!^.OV7=%F")SV3+Y+<5P<>+@("DC1C&^:7K+,7"S9HN4TA1"):'F)FJ:
M&D"7)A@D%P>3)^VES_[06C?'62'T6T^-1+$[(TI5@W.T!U@6##! M&(6C-LFF_'FZS&COINEO\"WR<4P4?Q/VPT5/GX:CE?&&8,@0KQU()!1F43"9&]V2-
&DT$8%,"@DH(R+@>9F3/F66FW6+QF)1+ M %L<066G$0-SH*$U?E^Y+)(EU-W@S8I;^$._;X[$H\9*$76DQ0O)2"QW 23\ MA**ZED"*A=,Z(O:8U&'PNN*E@^SV,.)M9?
ZOQ/)%)"R4')*UDQ*$<7-%-6[Z MX/=.062"W)7RCHIW2<0NJN:#V^Q00C\K MI/V):; ZT@W"5NZ=S;D6%Q'#(&PE7TW7$K&"Z\?I<"F)YK4*+NUE\?[MR>
(.V%@B>3UAH2LV41:/29SIZ]LM)X/E9>-$5SK)#U^[4@!?756V%T",9_-52L8S1"W9 M2#:&L10*(V)CQXY MSK^$-#,NA,RD?R('"D!5].#>WJ:\Z-3!! -C4QK['K"Y'!/X]H$WYFOF^@".
MP;R V,($[4HIMN0*@ S'(TP;(!+,#2VAJ-R=?X8[#2^%40^Q+LM)8\=5:_Q- M$H=.[! -Z=P7;$PIPB4HT"15BNE$\7\4)7@3930Q
M]_59F!3K$NW1!05\L3(EG:98S\1&*=6=^64E6CEY]'S$XT%;:\O.NL,1#?(_ M!0FR:./AD.2/T,FNOC\N;<(DD5CRXIBLT$V!S!%_$T17KXW8FZ+JMYIWJO%<
M^L.WI[%LJCCZ84#CW;KY]7[&@^FQ6R5. J+#5]!AUPHS=3HZ:QS"86,D>* M]&"@AMND$-L2"UA+6-.DM$D$D 12:VZ,L]36YB#[.02IBE1+#N^E:;9@8RZ6
M*#,Y&NWO)G$U67*(#>:$!S0,F;^P2\DV'_]^QV;]IDQ(!9Y(5,95FI_#?*19:8CI&V+&C&O^E=\#"6\1<,3?O HV$ MY)QGE.*A[9Y7V=%"=R8!;UYC3:^QVV!QTWGLU[;R8(WMFM-
4X<4+$9.W/W'K M,!BVK].IM)2-Y>Q/1Y[>6B[PX[XRX#NJ#-B S[RO#/C>'8>?/,?A+&^WKLI5 M0;PLX%V_CNCO00(.6QD=3Y-5F>KV*>2/OG52W9KCR .?H/$WP6@B)5=8=F+;
MOZ8BI38HB-"1,N8FGDJ>W782KTQFN- LR7B0';9F\'=2&9EG6G:3.,(C! ME!'B7HB5*B,SWM1MEJ]*[H4*%1>GMI#:I>&6[BF;AM-NU:I=?66N'V >3?HF M5,Z=8MYN:)XRAR%
(R:J]'Y6QB^'DQ,WS THW-O#43G-4Z*;CP MWW-^B/!.ULKR>T$ZT2L/!RL3VM#P@$A9]!!K^HQ_3=&Y-A\E MCLK5K%',V=P>.F7&-. X$C4NVP'GR9RM2#>Q<:6)CTQB
MM']V.0JV==!Z.6RM97,,'\D)L&7XP4&HU244"6.#YI$EQ>/&]&#[U6CD\:IY M=X7ZA=4\ TH7\>2$Q![GA:W/1U>@_+,G/O\! 4)8$FG7(-ZD:70J^!NO(R)V MKG=N**))2$8 -[-
Y//[7*'^((URO$B@SR0MFT1GGQOKTO)U/*1P2:B:%HO?2 M.B#")D\G39>PW)+[5&*/)G6W*<=GG)G]N9RNV=7.9I@/C*-_P9ORQR6])'S, MAFN]3(&/AMI1BEB8R^S!C5+&,C9?
KYL,Y5J@$+C"\/L".UCI/QI:M#<\O!D:HVX*F5B\R,DJAD'!UN%QZ 9 M#87^(&< DFS*3?<$ 6"#<9P2+_W1^R&W:M#B$>[GI]Y^1O@LL0_>&D/8[%CY MD^I;FEVKXYMD
1+J^8M7LBD(C8OO0R4T5 \BS- H1"H6.IJ#]F9/GF^XF;F# M,N'U32D7Q*4ZG]+T-Z@32K&61?JI"VS "> A!Y-\;:<4Y5;\T]?^[DIR]KH M^Q'L8Y2V;]HY?V@9VRNL J<+\4SY+@5,UB/[
M%46G0_5K@<(J(^K:B=DU:(#BD%R_\A%0%@//OXTZT4EO<'%UV37? M?#@__8!=\ZBD_/C*P H',3XV=792;>/Y!0G/L?R+_TN M\"F_ZUSB=8/STRY2'7?_>7QZ->A]Z$;FV5?
=Z*VY^>#J^)T=P.!=Y_0T.NUU MD5<9:)#[.,3C_<77:1C_L=5OSX:[V M84B.$^I)P^WSCGS_TK0#OSQ1?O\./FW M)??$7*\F^,33!ZD"V 291_0Y!(]/HS^#S#,\WF\]58Z9
J>'6N#+/V4^[ISP M^VF?\/N.$G[/]PF_^R3+OZP"1EY68W%V(1"84NF4P'\H@A9FLC#5=()Z9'RKV MT!6@3\MVPU)(>LG8--I/W$#K6@%)_!92:T_DZE&[O3GO]_=OM[AKUOMPS;
MD/#WY'I?<7!OUG^+_G'>_P7<_.Z'[NDY+@!./,U[$IWF*^-#)/-D$W,N7@LQ MB/?FPO_'WILV-:XEZ\+?B>_*/J>[H!X571!37LX=\Y': QZ MT_X\T&:!2QLA-B_]1P
)LXOBM^0\#._1))9W/&SA7R M UDNSU>6RP]MN;2V#_3V'G+'I&9W0 Y&'/4D?@#MXS%,_UOW_OM804 G\E'V M^MM;]?I[5!SX7O3R^]Z,N-/O=L"%C\Z&9YU#KW<\[/:
[@Z'+D1_F&MSH.1PR MBMFM:],"X;*T$P]W!YHXOD'30D_F7NFCM[[6WDBOM9\)UZ96>PU)N[RW'1HO M0O%G")T/_+NWS/L:'?-.HSA=TIZH>[S?[;PYZ7M[_;/];K4'XOK:+:.L]$#<
M?K'M[8;QPCN,DM#M?^B]VG[1VOUP?:TZS"X10G"9-EK[;7D\ 1FO7L-IO&[3 M(JD4L'V+@$)P&4T*#N%A*M4%0?U;[36>4W[,=91MK8^T,<>C[WG$[OW.P'=J
M5)%\;&H&2CPRFS:>>)TI((@T2Z? F+&L^FEOPM6GJ'I,NS]\W_;/0>.6"T2)< M-E/^S+G3<@&Z#&C%?J)9@:G (MK<#N2=<9\JT[2H?%K!B_-P5# MDX@V-
4<5U5P3Z?/'MRO')V^1O69BADA[.D]3"?BAV9$D;VH ,9#4/4X21EW3 M?*%(,@QS [0=T+>M+]?T'3)WDO2*LY)UETT!R:S@L[509A5P4QD10-IO440#FOB8%W+F8I";I(D6=/\??
UL<]5KL>I?XLHF][:WO+R#XT%-E'%U0&59+VE$8]=5"UQ;:J&SU]<6Z5-)Z0LZE"VL-+A(J8,!S=HF-VO*N(R1RX=3U+Y%N?D02P%3RA5-4MH9!N MALD7E$J_#L-
68VQY!VVG:F(YD7VC -WI_3(OKNN4@E69@SL?[KA9?CT&5@#? M(=\Y)=\S#O[9Y/YY&D-!R&U]G+[SZD+@(-U(]WK=LU&T4 +?4^!39AHM3K^/$VRO MMEYPIY&5;&M=]C -
SD2^\M4G+8XYJJW'?4^ZGPTE8UM;OFUVI.6/=F+@VCV M>0RRE+NP1#$ZVN' MP55#]I4&*: QLO "L##$."JW>GVRY0"^[O-5=(EHDUS(;BV?#FS7YSO>V=9@
M:V_+^]O_^A"\^M7[^>73;8\X3![^:^M7P4*CIZ5%QN@("NAN'M8/.;BP[%DO M?W:>Q8-6I'J-/)R225^HGBNV-S_GV;/J<];7MG=>U!ZT1Q9DXG6B;,FK7SVO
MO_IU\.\@FZ0%TM.EDT9>!K%D2O*HGVN/VG[^"H]:7RN?-4P_1&-N)<2(LWEU M_-LOJD_0Y^Q@98U1O_-RYV=YUDD4.PO1N@#>SBNZE0A$1\&UPG)W=Q9FYQQD M.(V#)#%A'-
@-18)=[B.YA:CUR3_16*!]L;:WG]97:Q!,21IE4<*1(=DNO7E] MK6UVSYX^G=K9T8<_[X/\^8:O7M)/HWJ^&WV8/\N8VUYIM:UL5)]E!5VI*ZO MF6%1NBRGE:Y(O@<$1?J$
\2(DGX)@WEN'YW_RO>>.^\"[O$Y,+-)#Y,.'9-9 ME$3<$(.+ ,^E]P9\E@*LY9.6,KEVGA^8T;HH6P9<32&)+%0S8\147N&;9 ?\ M:8#E?
2#@17FL5[#;,6R,=1%\8.9A!P!W:=D80R#\N9=*5IFTM\BB49$$\8H0 M&X2X7("[71BJ,#^YD&&Q$"R_B0 3 >E-X'\TQC1YTY+C ?W9Y$P8[#]$T%C M$USB=%94@-0XU"X![#=G?
+JLB$,#';-!CR?*6#O8?K(_2!PM)H!;W@;QO%RQ9C30A2J MK)JJ:K-3@?J-/.><.R3R'ICJK<[]6_Q[88R8I5Q?X[6\W2[1N],HYJ_. ;8> MT(+K'0RT:S+S< P.3HZ'[HR?7 99%&
X^8R>]V06?K&MIT]W-EYN>ANHF=GTS:"G,:G,WAV'?N=QT-BWO.-@L067 MZ%;;@+9W=FA$VQL[Y8@4[]J"TE>MY]+6$RN,VT,Z9MC](N1[PD52)'%-O,Y5
MD$T^.R%B<@^#P_=CG1L%*[/R+U P&4;/*YZ:HO[Q\%WPN1 MUZ\ N=UF:U:O;G?<^2VYDMR"85R@M;'84CXS?,E\1-7.C,L[2QL),D ;HZM! MY6O-E0#2^]
(BF;^>S>/T&FV6X3Q>"%XT*:@!_@XFEU&>9HYIU42NE"A"8X>4CVG?;#*4M-INQ^Y*[S\K)[)I#N!9G1&R[1'V1YK%8+@]A7 M:WJS5JNMIG55EPZZ*+G2.5K1EQL7Z>,J3[M?
6W0O9-DPS&:?Q61W[D^T[=:D MFIU5_LR=6CFN\F>^7/[,O3CEMEK[&_ES?GPAUU8P^7TK)H?=_M$C+I7<<4HE M;=. H;9AK%1D:+. $G*
2_M'H>U5S:U$!*28\TO+ROMJOJE'&E\D78YR,D?0 MI&GG/P=GI[^AIQ_^W?20671)2F207;?C&+?@';2(W$V?WB4-MK4A)H!0@BR. MPJP"A4!'L*-=<]
[T>H_K]'WO@N7#WIMN_YUWLGO8^[W#EZ[QL:RH:?=^B8!L^=E.C?9EVP@V+0?[7>Q=X5N#8O2G M6L_55B5@/I'3<-)E;WX5!F,47@3Q5-O>A?%4VB4M\A)5Q,5-
%LKYN:MX0>R MA7/.B(JR++Q,)0.G;"'/J(R3FYS4[T-0[RUK$>*(-SZ4.[?0F3#_G6DX""3 MBY3FFED7I\'$]KGGND9X'8#"XBVN:"VNGTS!>#=V7FP^F44TZBR81(7M$UH)
ML[1!4WVI2B?BYYB-Y "%$;L@=#O2K+8;^(86U)2DIDA2TC5U$J"J0X?%>X-1 M^]6)_06FU,R'+)\X>T%L9[!XW0!FK*8/T0WH+!SLR>R
M3R3N:R[>ZI%TH48<1!.WDRFRR*Q>;E04.D4,\,!C9!=5>>[XN(0Q=PZ]E&I^ M\;-5:4,=SMPJ\ ?",OD:=+#-5! I%0!SXBI XRUZO^ENOO2(2=_XW",S**3O M-
GY^NNF19H:0%!_\!/'P0G.]#V6X=A$=5K"PIB!"XWJ)M$"V-&WJ@S0D[^!8>+:UTW0L'*=HB9MI2O%635!C MT1G)DHO)(H8_8BC :^PCAZU*$:%=[QF1I:PXHZV0C2\6I ?^FS6-
%B7/'+SV M6 @L!H;R:'^'42]J/>N-GV+9><9O5X8T&)Q-U!ZKDS.5&1T< #)UE4G0F[+P M/*5/O#*UUL6L+2T!%_)02,>P?5F(,6G;]BB\#*L+ZC3T=O$HH9\A.!AH!G[% M8\

(OH(N:;I2F7?5XS\.SYGDXH.T'>I,C,EL.O51JCNM7: MP+FD]T 0 Z#!$9K'+?[>1O[2Y[L1=FXF.'4&@?.^MJQVK)VDQ-E M<^)N<*U:V?ZQ?8AN/W;.A(6-
|G#&F%@HT&VK=SGEP+EQ&L@:J+UQ?JV& LCBHS("-NJNT MB-$K#^D(;(W)^-TIU36L$./F6/BEI$&HR!869JWAHF?K<+$=VH ^HC#Q#\TPW_19/@W5'AM
MW4&D9WPUW,^!2%-T9 YR4J<$3N^:]=NXX<^U+-'QZ)J$'>BFQA-68[.,N:U< ME48!MEY1G7/+\!C(6]EAE"%7=[I&\H>:_M^[U;EM"GSIDHMUD73>"L&WE/%? M<],#_&*F+)-
CC3L3 X-U:GD&WV"LN3FIU[SF(=2Q^G-HD,8QCS[9(IJ6C^2V M%=<^]J5OBB$=DDSA!]+1$U'K@EQ@WJ_%F6!&>17>_M;'J[:] M;)YB29JE)=?.Z$Q+G6(2+<3?K<9L34^Z*:0D-
F06,CQZRP&^T%!?)6(3$S)T391(DBT'$WAW!8Q&5IT. M4Q*BHB(0CP\P[J=2=4BJ.42WQ8*]6X#Q5\1T]>220GB17I$MSF4ROIQ7;A/$ MRFEC,.C_P5%"CFT(/,.$S#:.IEP1Z]
[99'=\CBI^[SH,,MJYD X'9Q\IJG\M MHT*:56QY/2?0(?4Y_'I1O*4W X01T6[&H VMLH+Y@A$1AIR8!X2#EGF70=:W5R +)$;OWKI@G(!.=TW3ESZ:R9 M+)U<._6D58)HLZEG<\ %SX-
K1PHWQ\:[XTX.4QAC9THZ6%(%3X917.0E;&P@ M+T@2/!K WN5;0MY^.^6?:,HVH89#+>*YSPIQ8;&TJH],7R?17^FLP=8Y'R 0 M9T'KQ#?Q)C](KM^6]/+FN^:\
[)V\Z1YWCH<#]'A"HLLI!M9]S(C]S]O2T$[# MC$40H.T9MK\KF/I78%5&Z9FX2--\"+C07\\T[.\1#EHX15"9%:*Y/-9THV$Y MX'@]!>>
[YK3TWGZT<*UQ%QQ9XBU3I$\$XH8F(9&%W!F'_1&MD";35[641SP M7:=/GK-X&3[9+J5./XCB##[D/0OW@U$-T:'G01[L.Y%52Q"B1U>2R,?E@J,F MZ2&BQ*GTFY>DIUL;914J
0DRI523$F2O.2FR?(F3@V+-$%-HDUO>+61KTHKJ MJ2M![L34?3,^EN9MHZH$5"8@XHEZH)P7UQ-D;&\F\=+Q>/#$1;KE&1>E>[@D M2,8!$A02V52X!J =/0/ADO*P"
(*VR;KLVW+;XA0)%M--\DM&H7O_".%_61ETQ8E:NR0S1G-/"6'F2FU/;2\!IK\.W;XS9P$ZOJM."Q&:-B"M\ M\QQV*_M4G1"4FZ=6WTD;.I.>!,1%@T6>0N=TFY5 LV2E$L'2',J08;/2<.3Q
M<1+/L))GE6S,TX+6?0R#?!RG.9'!KYZ+;JP <*OLS$9VYITSP6I-<:J6=(-B MK21ES9:XCM.13W]C8#*3M.AD*!T"E$P=\F3Z31?*-ZH&DD_V7Y,'SH+W&D#E M7I!9B$X3PNU(4T
*TUP(A71\LB(465\/P#_Y.2Z,1I6\!&@"P1DK1I[U?9: MZ@,(/P"2PDJIZAH[GNE]88-+I09"LR5)I M5CH=$$AJ2YI,2"NE 0@]E<0F>^M;"(Y).B[DE+ >4@Z4I(R>14;?4XDB1\8E
M%H!;T(03K1(M72*WT?.&VWU4QOPIR/&;RAC6US:BS3*'>B$)0*6N73_]I8;- M_ +0&+P$+D"A,@[:K_%[O.8B2,XEPHE,O$H]22#8E0#7@#(F((:R=)]J3B% MFIPGKJ+9G!V,%?
#">Q?$>[X*XCE!O.>K(-[W5ED^RQ'T??U P\X?WE%G..SV M'[/KYT5K!6+P ;#IM%*YDQOERM9JHB"L&VTT)K[!%6<6%X,J&NF>IXF]7EW@N
M0!FQM>Z,7LLR4CRV;I%F:]RAWU8D\X*6>)5?+UMY4OH>I+J/&92!?M&J#ET]#T,V?G)!WI M&9O#FC!IS?WS #9713)PK,POV1F ^V"-A4D0BT=^RH#H8VX7AG"M J73:I@@ M>
E,ZSK:EH7KU1HDB9=F27B=_RW+N282[U'S .&[C5J,H6HTW=[*;%/#N+] M> 7@$\P4];]8&+=AS?M]EPB)-RE8T++9U0329-8<"0B&+7.M>RR0%Q^'K94O MMO^JV7%=(-
NJU::M*=-EF!)2^I!-PVOH?;S M.OX=%C]I+$UL'/&%W>/L1VH4XL>$DT,\4W28N1DSMB'\P'/0W54\+E?7%=> MPB$#3 (9L>=!-N'C3X\T#6^-JN!KAU\Z^N&Y"91PC@B#N?C&$^
\PG$K(.D+ M#[(C2\)S&@0,0=\[S[!9[C>:_$/JES>+1".:C+07?89NLRSSA;8G8P#X-:+:8ZX>K'K?JH*B^83H9XS M;G%L/[B*>M,*N8T'/A[M]GLCG!QTS@Z'],AN_ZAWS! GOM
MD6416=]TZL%]HG$H'OETJAF ,E>68TY4FF;S,5V^'N0YOXM)]BU#IQDJ(Z+7TT M[+V1'S@A5+(PFO =3C>RG$<@23*NG=)JE!085_V(B;#5,F&&(BM5?ASGB1P^ M<^CU8-
\'%>W6Z,R+573&B^ODUEIPT^N5,)7O.4F;6 63CAK\)(T17:AM.0P"0R$?=ZXF!72-%-M MVLH4RO)I?0\[8O0U-DEO= U?#<=-&.#]\2E_1O=K05L8:-J,YR26UTHQ'5"Q MW(TG2?$YR-
UMU50T1BD#T[08N;!AW>,G MB:%IG5-Y5TLAB@0C3<:021-RDU2-Z40FEGC#Y!%$^W JB&D6LGX#$ M:0PJ@[9M0MGFRL2:T;>U%$1);G1:S5<+$X&5K=95,;WGRX
;C0%'5Z53*9-A MX$'9N]R_X6CA0%U+U23.IE54[4R)(O2 T4/TC#4 $7!_$"FRBI-\:$OW\G L MOF=N>ILSGU&OZRB5LU]WYTA)&(_/>>&TR'C@^F(%(D \,S.>*S,IN*T-%>BJ
M\IC8M:Y?!(JYP[%9OTS%7*3EK'G2@<;<';P!GU$K:F_G42]_;1Z'$ZMWA MVBHSW3@]A4ZU:S!!N=0B- OS:+E="]A(>QM7]J/41:.17*B1F5A\GUK]VC.)
M6UC28^[$28E53LE>]SB'I3:=PO7IH)V*+Q+%HJ3T\#=F:_,+WMN2L(,H;@,R M5:C2)JZ-6G6UVNDR*N*4T1(?*C2NHW^[Z;GJA\U:2L_FPB*^; M^"?J4=)Z0;2)LRMOIA?
0:LS*VKZ3)/1>TP+B+6AN[^VG<1QDN;?Q']M/GVYR MU::IQ!=5UN$-4/B^P M:Q(S1T&V9,GQV M)S*$ZDMQ]!S@"/*+U4TDG8(&5@:6G6&46JE!VN; ;Y[&ET)D;B(^@ RT_*1<
M*;4+Q>*S)STO1DXYI8'XX_*PU+U;X$LD!T14(^?)98AQA.--VLLLS4(M;4\+ M8N?/-[E.7Q/WKB["LKP=('T3M4/?)R'K82HOV=\ D\4.SME;35#Q[8#MTOU
M9^5;>+BYL47@VF)F[*2K-K,$K!A.ENZ-ZA$LA%DYE.]->*38.Z"&,0W,1RR]ALB4I1FDIOJ2T;7C,2)?5,_7V$]D4Y(4WKA M"0;,,IYBBVLZ,UJ[,7$2A^M[G3Q/QY'+F;ATU 4?
=:8$2"DS'[L.#0W3?3ZJ MS$-3SX;ZN*\0=GR@!&BV*,W(G+T2Q;;/I5/Z_6V$*:TP M&*V%YK&^9A1%P5L1)XBKJ!@GC5O-F<&S5,7987V[;;QNA< (B#?QQ,+TE&OQ M.LB(5].D:!
D0[\8@,)7C_Z]7$7_G.C?RU7T[J$QUHE3B5LI%C)).=#'0M*L M-[:?US-SIBD@%XQM9B]D[L:U#3&^94J8:J(]*?>R"@S526"3^;'8Y ML97B&A<3Y!^T^WEN[$>^*48T>@"G&?
U9S,!'\V+.<($+_(UK Y55HF]=B,' M64WYCK5%L-:6.58*P@^T*'8^%JT+.Z&.S;] MV7GV)KMU1L5B(0ZWN[Q:%"/1W*![APQT-B&=7QQFR',F'I-,1*8X>U"'1\$S MV#*CW0H_, 0(JT?
5HO_A$M2]$&7WE'^$RC_N1-BDLD69=7"5=.LD* <3VHM0LI:8 MCDNB].O;J_BFH92IY8S+*)B,QE/!@'\P1_0H >BO2H?YDH.M3]7L9.<&Z^B=
MI3GC%.4,)V%K]'+@^"UJ'IDV5M#Z6CX"25JM,N03Q=H"2_PV7%'%]:J&S[/#)VF3B7X)$/89;[:G M09&_EH%GV)(%L197A+:4T,X=GQ%*\6Q,PUG_TB572_GP-FXI^W,#4#=7 /H,
M5TN:G!0@.BQ)O^"@IA2@2#E"R M6FQF?(YLF\.Y*3BB:*7DB6?L,N "[3IQ"L>[^]L--HU4A:F.4V9[D#S-0XT< M. IRVY-,>TG-W).G7UW@A-?$S%4@<2?
7LU=E_*L3LO2$7+1X59UJK< (\DDX MYLR=DA98T[$!&:%A;"0=H#"(Q<7.F4E5%[SF'Z#KC8T;3LIJK5(3-RE$3)(\ MC Q*/*1#%9>A<9Q-CI%832"'$;)VI&@T$NAB/0?T$=K>XE
MM#SN=P>GW;TA0&$[Q^^\[O'!27^O>]0]'GJ=/50->2=][V3XNMOW3OLG>]WN M?N_X=Z_3[PWP[\D9WTF7]+N'G2&^&IYXP]>]@=?YO=_EY_A>M[/WNH8ZZ]$#
MNW1IK]_OOCG9Z^P>OO/V3HX'70#4HDSI;:?WAB[K'!YZ)[O_Z,I0^-E=7#CL M=_KOS.?!R6&7;^K^L7=X-J ;O7^W(;?GK3/3[KFEGNG9SU>>![)T>G MW2$F6[GAD$8T[-
(@>C258^]UIT_XJ[CX3LB[R']R//I_M$9^&:HI]W^X.2X M<^@-NOTWO3W[,KP=T^#E&PR\LU-ZP^O>D91CV4D/7W>&?-W@C%;+>8:Y[ZCS MSMOMTC_[76_WG7?
0ZP^&WMYAAW[J=W_O#8:THOO8BKTN+?%!CSX<=7J'OG=Z M0B/^G9:^WSWM]/9]NGQXUL?6[W5[IT/Z]_^>=>EV^F6_1U]BYK*R1QZ-B9MB M[^_W,0;0BCR:NV6[V[PEVXS]?
>?]_CD+1'#HW61=K![-N-_[_?40;]KO M'O$B><-^C]:/)D>[\0ZO*#?K$XGOWD%9O5JY2QUWZ:N5N_1[A[KO((JMU(4$ MO[WP]5M6OMYE:$>]P5[W\+!SW#TY&X"1O"'^06SW$5?
_M16 7O,H6%-V.Q(MY@B^\&L>1-]U0:,0H#6WW)31<=Y)&2LD8X &J5'NK D>;#2H]\8IGA/+\.5I M;A\>#4ZVO]O5L,3!&K$J)[W9 -Z<2'K7))3)F,&6S6D$"@,ZGX^A3H,Q0ZLJ
MJ*3FYI!A]&1&:C\;R6QM1[&V0>5%DB750PV40TM63 M3=)]&\\"3!@[*2!YA>%QA<=PF=N0"M,60_G$Y()%6B3 MXX^E?B>2'??.T2^P&:?+FJ-!36L_.7PQ?'^Z;6]VK M8-+8E^C!,I,
<[O^&.=Y^W[;7BX]Y^[M?;I[YZGW.QV$!(ESIW'P[X VB^R&T'OQ]*E<\3H%_FNB9H#WZM73YR_EE\YB M02_Z?P% B*YIUX-8ON^^.?7)>"!
[F#V&^^%E&*=SG#7]'<3]B_=ON7$KH1O_ MSQSCO.+6ML0_S-3^/NQ_I0VY^Q9\XI4\=AF&A[ON,U6]K02J[D18-].5=QM9 M>;=156<2S(![RQE4LX^B;L@MX3S8N?IMDLX
MI\'"^V<2S.=\L9+&_#V^^3]_7JT(HIS$1Q"#O/1CQ92I'3 ,Q;OA/S?._+_^ M]K]^?OGJYU__^PMLW9V7^,Z;]LG3^H$VM%U"?.$-_3OK>@_5POK+;Q)]X-0_ MDR;HQO8XX+QP?
P\F$Z1<&L.A_,S59\;&2(K9*,RD)$E3&5& MJBK2)+3PP60G.^_#DG/-:#)ARU?MT=8K.*Z+4">9=S8S2&<5AC8>4=_A'Z@B MX@N['UHZ9'5R> :D2>6@&*/K)=I#T>+V--
FA5C9O(+=RMX1+!UA8K>&2)>7 ;C"17=U]=I((>37\C^TI2\X7 [=Q\ M(<\I<%E;AI0%K6U5/BFL;X],4J#Q) KKQ-M!ER:I'B2G0:F.4EK4:=NF(&N!
M3'5FJU/UEX$>.7@$$B&39)1,\U;P :>%_GV\9Z$%-$)@W\%R8# QV0_;W6OG M?*4!C)\XK%;#?:EH,\V2O/%%JO@PJ,F77B5E M[J)FOAA9$)L.0_IH\QK3MN5>-QOY:16A<2(T/ZTB-
^,W;2@-@Q"1D:(; ,Y MEEPV%P'I$W&@#FV;QE D=*R!*.QT&*+?EW2L6)JJX$M^!J>,V4A:CE!C/3-[@27?MWXQ&M&-&/5C*UU'AS!DF80>CG MK8+)]G(,QUQ10
HO[6*0A&F!2C/DHUPQHCC7(H^=QVD>/F-E5S"JE#J"Q*!' MQ!9\P%Q<-G+W7=12)"Z;W8DK33F2)_6VTUY(PG;@D M?&5'8KJ7R=FXX8[IQ[VN#$GQY%W,-F8#-D2
M(*70JK9Z]4WIH["T:$8:"Q*NFQU@(VF;GG ^M@,.:M4LWR0C$MM@'1@]Y T* MTRG;V6X1A9/X:K-N@915VCMIYD!OB$:>"^"&F".^!6#S72;&HS/M'\J@K 05 M)=6S39&WR;U2L
,/@XQ90J7FY.&^;,*J/DZW6=>V IU'1Y">H#?#@H- MQ)I]BX+9; 7TVPJ# $TC,&OE"_I,;O0"+C7.G%1@54C:#&0YF-+@B:M6HFFU MKEGP8I3]N^7+948"S>6B!5YHE8%
[*ZY!Q^R5TZJSO;&+8%2(Z\8O 3!<;L8R M7&JK_8I+U9)%1J+2>#@4X,2Q?*$]5DE'6/ 7>BW -YS9VKS?Y?-%PW([5A=5 MW1GFDEO5;SQ6YY0G)15CZ$!CI[UH';>JA?=&30Z., MH\
\YK>I)05T5/$!J+=9XDA@@&6[Z?8^RS05LE.U=;,M:K/MS/G0?K#\-B^] M#E*Q=)5FD]P4!&DEMV^*@*I?Y_9[C*'R&RV_^6V2LJS@@BWU^H=CA5XRQU]> M6LU?Y&4582#Y?
7*2]37-.K M\\+3+$6O>.8&LR ?HZ([1,\YE',GNGY)6("% MG;,/*&^A4Q3 FCIV*[SD0Q1N?QDL0%QF*=O"<2WBC
M@=$2W&F/SFZ[Q.UGKHLU":Y;=@K%V.;K64@"V2W3WL@W6^BA9G35R$)$0-NW MZ;3MV]%UV[="KNYX90@HT(?7(6 S%Z%0>];J0,BL-7%41XJA%@91#&8?H"\# M'+G1))
(S;]>]A!%BL@*FB$\X V4K;9C#.G(8[=7C E7'KI(L_ M;?$:%]EE1/:6$8#A+?H(._48/CR$LT,AGME9HGO3),HJ0(K;F@!5ZR48@A;+ M29HXCRMLW*%H&E4(A=4&ZP:W]<-
FIX]J%Q4'VHWGM)6/C[/05.A*EPH@Y4X* MSI;P/49TYEK-*?'3+*SKS[X)2)<-3I4WJ;N*^):!#@[43=72]?JM*_X,44EJ M2.P$"YRF#:YFMA%LNNDF9=:!9]%^^]72?
DPL';]'*U@:I@_@EQ'_46;E"R@[M>CW(11;TUW=CY]916 *7>9TIL/J"A2(*,R:_CK2%N2>3 MFE7A(..*56(J.5K8L@7O87X\LK#4R:3:D8!9;)"'&B605VR,-MUUK((F.* > M*()4E_U
M(A@7@M_FBW!*]OEFTUE8S<#-,P/][_N6SO#S*IW!26?X>97.\..P*;.]6U2:F ZOLN*4T?556GQQF=W(-Y3C1M_OK5N_M(*T5V'Y?B+CGC M(&4DE>^=8(S'__LO.W:
S8M)43WM'9X,O;>=8;74FX M#[S], ;F1F@,4D=MA.N69*N3[OZ1"?V?/LW;$O-?_+51AG"7VYZWW'?'%S[] MZS>9X5]^V[W^I6U.K5)EVTB5MC=]S#R_T=SNOF7W;G[L*J.[Q?K?S!A
_;/];IMDDA+'E5A:B:45YUN)I1]U<^Z36"IK3+^Y MZ=MFT]\[J_N3'0^E7XS]"V0DHTF?DS1SK_Q?^\6!SX^>O9?WBEU6EV< MF]_X&!Q-#EC8?Y[]UOWC=6^W-_3VT?#FH8*$5:=\<-
(_8D3+?N=XT(-?97U- M(2@=,,7'L!X;2-U>++@W-?SYF_>-SVW_ZIUP>E?^"UZL.&C?QLEOO=G?SLG? M_7 1C:*%M^_]+9D$^<6O(HT^Q?>_?8/O?[[R_=^O\\BRTJ0G=-
DUCZ#KFS#+ M->?RH7,BFGK)CKTV;OPPYW]CU(?3;&]<%O0NBO):"T$WT[O2MPB-G3GGLX05 MV0_'G#8@4_^?__&]G:<[SUI:(E6#/HU':T&^R?
&5X,7)PZLT+HUC67>YK=FJJDQ8^L*M(7^LLT*K\1:AT0XCW?KM^W5$ M;YY$0>)U_U5$C.CH'88!]V0FPJE1H;FX0>O-:"NG\FA+=.^TR,872/O!&P=!
M[-1>Z/&K'KJ=G:6'[G30:=+^E>;%FAH'2>/E6H9B]*=3@N&T;*RUO*1E&73\ MWMG*TJ':\YF5Z"S?*M7&'>Z9N*9H;,6'I" M-8D,:?BF"U NY6TVBU4/(.1"\TC:10A[^!D!AKV M.
(M&95G28Z2=XY.W:'G0[Y)-W'4I*,<6.'G#H3ND:9F3JHL)(;N5W M!'R^#]NZO>6D-K//8R^81PNZ&YD]0^P;W!M\E>?^)%O*:4.C8L%IMI-PRJG/ M2VV:C%6V M4!FG7Q?
6AJ'Z#8;*\J*%F9:F:3WU!6BD\Y)K!I0-G^'[+ M.X65_HO8MH#RHQ WO0ZER5?C&8U<<+_2[<_N8,(UB:Y,7MRTEEM>+P$ZI!"- MTA28!I;#
GC4*HK+BHLPSD/6>)O)^)56MK)CSC#':3IG%,QRMW-3#OQ!S;BYN&T^N7[5BQ5^0%3_&4_Z\<F W=:4/IJAC!2C;GJ%G&=S1;\X(5$(BJ[+BXLG1"5/^"]O%.32 MJ=-
[VSVZUQ!XZ)>6[8CN][DR!UH7N-$2O%;0PKQO7="*991N_NRWW#=WVU\QT# MJ%\ACT07X2M$14$8KU9E43\<>W_18.\')%5_]7;%=6BR.+9<#I[=-E=
M0ST+N+ZZP3)0(NU@0$/YX+9C1EFXP;QT_2,-BQFMU 4044M_;WI)4U^RST[; M-#_F]<'Y.9 @B#U.HJD!K1$0Q(8HP'(V! X<5SD'GYP1I8'!FT&2NPP^!"J
MG#%H&*A^7K@]KUV;C21"L7B23I_,T_'[<-'271L *466+5%4@1$51.V_29&X MHCI&_*16K;9F/]V\C;80O.P+7XJK5JE:>U)7Y]6N"A^8ON1+[ZMU0?==;>42 M$.9+-?J 5C%
;Y5$%#8"\5@ZP[OY3+X26';BYLIMYT2+*V8[E4%1U?7M-K0 M1U@SU3B#C9ZM$]KR3DI\T:#A:22]AGULO*O"%%[(D5K<:4%U 15:Q;'HTNF4 M7N4#V8&L.D%HF(
W*7"'JR,\2C7[98,/]T-87XX-W:U[:]Z'X9SW W7G'*O1 M>V@A 54ED9];U+5:&+XTOTIX 8?# $6+R(7A7A7+V$8Y,"2T]#L/EW&=*M-@ MS@;R]H4 ("I8H<^Y(>63O3C-N2V-,W&&"
['3%5RN3YQYBX'+?3Q*?_R7-FE! M];;VOCPW#"QOLUNI_!IGDVDN1JN2BNJC?4"T9,CDGB+%'@Y*7Q&@IQS'G*DU4',9I@:

"UHG;,*GP6?"2+. T(@$F*][B'!13. M!6S)+"V Y&0P<%N0F(21->&(!,K6TH+;Z:S]XAK.3P.IR=M X,.OYY"5"%8Z M^):%:2B]C(E>+L5&M-E0Q6#Y2JL"IUW4;4VB\."-J.5I27A.=PJ>G4#,HT/% M+,IA@A7C%?ST[?#32R*Z=^%3O),VHON]>92"8 M>SIR1(4_EM-LXC=
[(Q-LYF3@K)C;=@5T&S<+0),BH\G:1ZVOM3P+BK%BA4^) MM9.9_G$Q63<5CA8EL-V_L(T3]4NK(_;:!ER%&VUX=^APQ9+('2N7Q;>.MY@;)=+$UM=<;'*[M.;Y-033IX8!&O4JS]Z1W&&G*;=:27/-N\A0D98$O >B-%-.8,5Q8+5M [?.QF/BWD@N(C>()BB
M'2Y>\3HDR^G"ZXPU4[HWFT7GFDW;#QG^.V#Z2!99&N,Z+.CVSS^]E.L[,^*L MXP#,CM=M/\K+5D?\5".@ELY/UE9"T#1]9TYL"*)OD?3@UN#E\]> M;9QR9Q6G?&!*S<\MR6;)5/K;!'%%?P&>O/LC25V;6PC]E7M"UDLYVG50)X)1 M5Q=>;CWG@*#)O'RD&=],]=[(
IRE;B-NLS&WU@"Z9H@Q/JXY6!:,;<<9(TE, M#\&Y=B89N\1K_']/QC'GP6&B)'!,LQ_%J?^8)V ! MH;6QG?QQ4AM4K9JU]176B6):#24AZ5C)Q 4PM[Y/O]*0R#>J MO^@\M41[FU%9:>Y969':<&THI\CF:=G"!LUK(Q/<@I8;31K#=-[#I"[$PL+RU/4W+Q7KB
M[F])&*:=ANW[4NT'I(-8RCC9N2TF0)QSNB+8JC&/I4VOYVRH.9%Q, MDTT;-#OF7$59).[R),F+ODE(*.'V*X>R[%7'#9]SIVV=MFE*JZ9SF4+B9IQ6 M.I7AG!#1GR5L#'$'>_@G(E+_$6^&8C7/0ACNTC!*KP_EDF RT2:P];0))TE(
MIOW3UC:K!B;!$<6CQ/W#^4+89F7@D XB&-@^UM?@Q311-N.K69\5QP WKUCY M.I<28E@28E^E!6JAA1K5SW6C7>[#Y'>M\I%I^UUVK*HZO,0_HQW5QFJB!KG9 MMSD'OG(O3,Z#<\.%B29L/$M*9[C#+EQ(SN@D:\8^"=6"$BN8D1Z$K EU<$PD M<]ZZ$S31
7V+<^['4G^PM&!R A42DRB/9AW+W!D\Q+9]S9TRPEK;O_ O9AG* M6ILKE&3$IA^4R.G6JS#!0]US?-:0JR2":0\TD>IFFE9] $'PKZ7WTO6B7:"- M"'IQ:%H+Q'D>Q-PGNDX3+8,K_>66%FB()9&H%H5T:91Z<1/I:9'QLO-#\X6I M_34P :8SBY'<-GE&U!=G5*9(F%-
O)N$\Y.,A(PDX$B719_8T5;S[\;5Z(DOE M*+@VO2M=%_^"DQ1)002UE"GQ.!^6EU&H_0RS)*9^!=+3U_9Y8F(.2\T;'4E MWD>SR#Y+!FETGE<]P.QD1?6&'BHHW@MS#E9L<2E;G)9LL<-Q1H&[.>.>38Y< MDB D>BIF"YQX]G,GXP*8$BVN>;*6XW
A$CN6_%C.J.)6Y!74B6;SQ\".PQ=+ M;0H]7Y_#I]\=!+\IR-LYBGBJ)3ZB1PZ MNA@>>_8$KBAJ*46=EQ35;33,/6NV//WB_7*-I^8;]\VU9%-KG%OV1;VM;2[N M_X)=1'-.URI?[&H(JH*\TAPJUWBHA=^PM&+ZV4)%C&A1@GC+.P"E&0'> MHH;:7"6E(H-Q9?
K$>]PF92D94#X\7]S'4PX4&S2@$$!2;-&D_G #*7R!KIP6K 4 MU!&(02"#*9M>G[_"5THP/M*$S4>0E+<#$Z:XK/37! M6_05;@*IQ* R/*(MEW1%04LI*"XIZ#"X8H;_)DR*L-56LWJK$ B;+;[+"9*) M RY23]OD3![3H+70_'WN;.1;6[T4&>PO*$P5+-GOR1BJ=:Z7: ;1-
"8BY*?2 MT[> P.>==OK#7E?:.^Z^_9.C@?=XZ$O4+]>YWC?>]OIO:&_#@^]D]U_=/>X M'R#=VAEZ;[K'9UWOX*1/U[WS]GN#T[-AEY]T=KR/]H&O<==NU^L=>QUZ]%D? MV+STQ]%I=P@ W7^<]7N#_1X_TSL\V>L,N_NX>+?[1Z>/&XZ'[VB7Z=-@R^MV M]E[S<-
^9P?;Z_>X;NFOW\!V/].R8AK_/F,7TXGMT_ M^-VGW?Y1;X@7TL..V^]8;_7.<0'&M4[C)-ZK#[.WW9D1'21$_S\GHN.S,O6&[ZF:P:GM&2X!$_C&77[>X>=WI'<3Z]G',3AR>K4 M+3UU,U>DFR;:OGD\ONX=G1[VNOL^/7_O\(QI 0_0 MK\U=
[T#]1[39K^E#9[=WV,-7?>] ^ZGRL9'CMW=V2.1^>M8_/1ET?4,YOW?Z M^X9V%8';3*U?0G(3Q0^[]&9S=*H3?B!!YWO6OGHCWU283_H+Q4YT(UWTL:VL M<>?6?6ME_>K%HW4>/%\Y#WZP(WI;DIW3OOJM]*\6K&$&@+BE[W3-=R[@ZZZS
MLX;$WM;LVD)QW:_>JR_AJKKN"K]JNK_J4/N 'H(V[0>E=Y [<&V8$K,?/YPR.SN;??ZQP[MO98.NYT!+&V2-JM&WRM)LY(T#U72?/-6TP_+)+:-#7LMO:6')6*[K>^OM>V[M7\ZHES^8"VK5;_H>G@3I?[/WNKM_=M@5J-N'VM:S.N?]][F"OWSN5V-7!\B#"
M=UH1QQ&U>]*G ;7ZH"H^JF>?X)-R'$\W.*B,E.Q_[O^TA1S^A)>BX;$U!\E M7M;X]>[3]LM^66AZ/CWQ/$N+9()9IMDOWO_:_QG_MY12E Q:[!:KK)?K_H/- MS3D"R^VRN\R)V?P/,>6#;KF5GBI5/S1E-[1:,]F.%"\QW/J]H-O6V$3+=,S*
M\GB_::!DCHY8R;D)UR-.4JZB%#5%">>U38MDK'@S9/ 7@,,+CVKLEHM[G9CH%0=L9F+LW#!=DP MBBW*: 8H.+>WT*MH"=(9%^4QV*^"&P&)!XA%R;DI([@W&^-*RWLSJ%/;N8PA M? P=:*>RRR"+TB(O%WNDG52UA9E+2P(MBB@Z??KEGDW377M7/V^]?
QJGP<)8 MM)\SA=:GWWU>)@#ZY.G6#N?AU"8F<=%@JVX.?.:*FZ?+.[_)'$[F(8!2I!+^ M;\DDR"]LZPWOE.@RB!_DWHT>ZMX-"N"S$<,XC) 8\P"W;OQ0MZYSVGNXNS9Y M +O6R:)1\"!W)WP NW,4C;,T3Z<+[X2QK;UG+U]X0^YU_B#W;/H]FP0S/(@
MXS/EW5^70EM&8:LQZ@1A'K;#P 7F&H;CBR2-T_-ZF'CE//@$<["M%S!]),'8 M.!W,]+ N\A)"S6G#;CH7%V.+6M"$I5O9CM^;>3\$VW%X]/9A;LY#, Z[<9CF M#W-['H(!>!'"(3'YA[E!#\'64\WT86[00S#W.I?!(L@>YOX\!-/NH CC)PQQ M2'I]2]2BLTAW?:]
[,)#P$2[W]N*TF#S,+3U_%OZ_]*+U#L*$N0YA0D]*7R8 M>W7Q4/;*A(SWP_P]G[+&M__?P]S!Z 'LX!L:P+_3Q#M*1U"\0$_:GP]@GSK# MOP6S^:_#![U1[Q__1NU'^3Q8 &+Y C!5]%)'N9^Q0]@O[H,\OTP]V?V /9G M<549?MBT<[Q!8,TT"T*;@OW/_O5'-
HR%SAR$VE_>=!![TIUY:>$O?LG;S\E>+RTOO(;+TM9+7-; MO?&-LU(ZUZ/PS<+\E;IG805?;!*WO&<>D:'[U4>_^ NNB'*>O_QV&(R 6'Q! MG$I;DR#] ??:3&YIDUPF2"QL@H3E,6X+^[80_:T9_^MK3COI.=LS-(08*&KW ME:'<,;FD/#D_TX.T\NK]2SM+#E+7^.XG-
RD4#-C,SUIF'9T4?%LTAG M=BN;9AO:\FR#@(YG35M'IB$"^XM:.ME^*AQM\!!!Q@>DLER""9@,]>OKCQ M6-P;4?KE=+^/ K[[C^V=%WS(>*?P!Q<#E0K*5SI/7UU8?]+QN(.<6SKP3WKA MLYMEV]*7?8V,.)Q7'-6//K%R4ZZ-#E6_ODW,?Q\>T".6U
A7OWJGPVG8"$D=A\M MA(1BG-TCY(C[A?1JELN+=[_LIGRR[_#;K)27OQ5A J9(/\.965N 8/X+N-\ M^6K)..\$[+ 45.&KV94W&X;M4W$!&]HTUAMT[B786N;-GUFW4!GH4K"%FSSR MGSP .\'3&Y__L5R&N8GW]$N 'LCX;D(^,&KC(FVX1+X6\H$,ZK/A#[[6]M<]
M\%_K/5\,I$"&N:S:Y%LLT\<'O;[.].1_U:?:+ /YJB_]VB7_WV#%FK49WVG% MODBA_3=8L&:UQ'=:L,\M;_\&:]4L7/CZ:_591>7?8$V:M0)??TV^0BGW-UBI M9M;^UU\IIX#Z=FVRILU^FF)^:\2MHNPV86GOH4:^1VH@6BBK&MF97$9YFMT! M]?K^J^?EU$A-
U7F)PFI4.NNLU6IAJY]Y:"A.VE\1Q%9'+]VYO6&IY:G.5TV& M"!:!%#//HCPWG6)M#H;/#H#0].#XS=2*2 -UB>W4U?V5SOA]=,9_!+CO;12_ MCY(\33XKE^R!*HF[63")PVOO:+P7%UFXG"/?R"O]#'$63>BI[>Z0SXY>5IC@
MBZ=_!0L8!'&077N+_.LQ\4\,Y7R<)+H39,4=>/R7'^S7 ME@$W04NTN%1:L^)DA%\7S[?YYVO.[K MP=:GF!V?;#7KZ]BI[?\TAR]X_7O5TRO[J/)WA^<-(_0M3\] Q= MH ?=_OH:VEA]M[#Y-UV"C?_L_=99+ *<4+26V;QOO65^;N6#WZ;[L>4KG\41 M/XH1=3]
<1",RBKK6L_W)C9*WES9*;O"Y%1?^WN>1Q:9PI-YO!T1HL'5.BVQ\ M$2!M]C"D?W+I_?2P&9+P9&; 7N?W?K>+OH(/F1/?UAU[^+HW\!KKL?N;M_&W M>/*O(OV5KG&Z@^W^]K>,O]Y$/_M9, DK;;"Y_9^. YGHS"3V?[/__C>SM.= M9]X&;.?
RH=4>V.Z3Q:4Z"A=789AXIU&<+KRW=$WF#=*X8&;M#=[N<_A.S4; M]M&X6SSD7C"9H.@7]+_SU/N=>]I9:1:S\.Z!5+E"+\+>+14]][G2(S !OP MA_?]U=/G+]T5X4$Y8_;2S)G:(8T_)N[?G-01[>(DHF%T_U5$<\X_QMG#V'0V
MPYN[62Z9RHOM%]O>;A@O$*4,B72"B9G,]^T7/BUQ'->YS.7%SHOG[ESVD,D2 M9O,@6UFOG9(8)43VM*=P;3<1Z#F(8[1^;STP7/VRC3,F$12[X)H)4K0#]U9 MT?KK\5SC9[\,D0U3OSP"R[(W?.LNZO?B]')#^\X #1.5*'$L<=#2]X0.#)'& M.,P6
:TV"=X864;S$)L4IV,.6 0+[[]V=EX^]7I#%^0A4ALD>A1^B<>]OK_WTT\[.4[KE)9VM MP9:WU_>V7SSSO7_2?9-K^]"?_UN2<8B!D!K@@6RB<1$'R'*:A/DXBT8T-#)' MU6A0I<4V;:-1BTK)E$0$56,M+,XFZVNG.EN7;!V7R+TFE>:&?SKYN*2"M?"9 M0F25/+-
(()QH1@1R25]RK9I)D1H540SGIQ1(D!J81#A[/\I*?]U#)RLY+[*\ M(-9HRD2(#%&/L. O8BZ#@ M5"I]!L9>.UME^8LC"AXC%1R?O*5W@!3(PN*,6!%LDL M/$^Y[#4+9Q'IW!K.1ET^79!YYVD]^W1)!BAGD58>)">7\TWG"[T76281V5[7
M>,O5143/(@(#9QR1T!R_3]*K.)R<2_2#IGOA]?#TO8C%10!:9'8LD8W\ET>W MG]N;.J+2/%A?@].F?W+:[0_?&'V&_]1-7K;S[3M,?I M>N!F!ZV!+3W6":'68D_I8CPK+19T MM$,F3G5SR)Q?D*Y&N_[X#O%.VZ8/N_VC'%U!CB8N3[@3.+@?9Y=^]I)Z
M/F/_1RHAQ0FQ4]YUN]'&0??T4KZ[U?997S,/17)Z(26,]" BCXC8_WU7T;_MLGZ_OB(\=DF MC8()L>]X)'ZI.#(?RUH$>C!=%FK.Q#S@6@KAGAF.D ;Q@QFNKAZ.)[@!KT_ M2$Z?G TZQ_L>%A5L\NG3OV_):MGBZR4?91S93FNW?B/E_[3IT^W\--@'Q=O
M5D[2^IH\LONF>UP^]*#WINN]/CO>[W?WQ3ZYZ0VO_!>--[0>1%0%X]\%^]J+[/AUS FN6DS--67<-:#R;8$]$#2GU53'6_K M> M7W-\4\X[6Q6L!T59OI#G_2W+<5SDA9E> ;80? MPG%1<@R7XVYY)\GZ6OF8($DBE&\C]4?92Y53B6 ,R6*_5I\19;R=('R'/QL MIUCZ-
MF=>CZ MB.%;8H9H,6HF&>;9^;7QN43_#F4QZ3,0A/'AF&LW 2T?]0A3Z'^FF284@[M<323VU;W\;'UD;*RT^":E;22BHC4D5B$S%9HG/V#H=,?N*8VH@V6=<@U@+O/.DW!1Y_>OH= X]?)A7CHV)O M7R',"!K:?KY*^?BQ&.)8&6)5I.:A>-"4:K:L-#3PKB/*4_WA.OR;
(@$0@9=@! M+[V, B]$P")+DV@L.:M3*!*=O=?,C*\B=G^V]CQ+1HVEA28LGY2A8Y"E^JQ0<06'(@[S6F]*/4CE))GW9L0 -73 M(1?WW8T'Q1)]DNGO5?"6_GL/X;37]S'LP"X (EHG,Q=,W"F];4BETA^.AX7 M\T"]R:W>R?##.(3S.1P)'S++4:E67681?O(U@DP^3?
N,,0+W9=#\.!$D/,%KS^.JH?O4V M1IOERM(&%!RB'I&=;^^@!]$9BA;JV@\F=(K(.N/C6SZ(E=+QIBT$LPJE=H+L M!%]JG"E+ T7F!8_O,$[U,,)>$:^-+I.<3O!)X%-$FBV@'A^[(;P1H(PHFWC] M<*]XS/5L3LG&AN."UAR7,!Y&F"\T-D=_B"5CW1\3L8=(9\S%@I'A6
=%DB9& M=-,0V% QGZUQ9?VV-/U%L>#'&H["C'OC+LQFDR4/O9Z70YXY#:+8K :F7[O; M8Y<%C#OX"3C0UW"\XC;'*AH70I5P*=M3VQ[.-#X8)O;RL!K;KTC8J:#;=Q'D M/ Y&M2R/$398K<8HGQ<+PP3LFDY+EQ3,8M+'L@GCL5BW$8\R9[9H%OPBN Q%
M+"+NX7(-?A 6HCK:VATYE,TK_Z7A7!ST$G@5Q*US$F9D]VE)P>Y'&2S5IK& M8H]((@F_NF0R+=U'9)XK/+=QJ9644)'Y,Y5R:SS\Y(\1<.W0B.TK*N6]D0I$:?&@>0B8XN:)X0AQHO MXFMS5GY/B>\DV'G:FTZQN$@SSMQBO.6)!O.DWLR4#QO.L>5UX<@IG\[F0D1L
MA%Y:93&.=Y7G4RI_+.O8V!6MM,":]][C-5$Z#=%?7XNF8'5Q<,5,H7RM&#EU M5PXS@N #K0YP>LL.&Q(LSX"-^8@# MA+.H+,"FW1H,*?P09F,H&L[ZF>=!L3/J(R*0^1FA7"@$4UG<":3."%G=7W- M#*%R>YK$#>GBL% S1Y(NS%[]DCF(W(_CQD/-
&_.ECZ7M:3S7U2:%9^?N7H?) MQ+44RBESAN;R"[=]J$]\9 Z*9O[M:D'1M'HE1BBU>OQ5U'!6\3* MY W70P8Z$=\%\4IW(_$,(MI,!;]];/T8UC>DC&*H5]8G ^(RPK^DMI!-/<.? M$6XPH0WF1%8:(L,(7&"<0KYZ<132YY/?N$K5'HBOF>Y!4KLI2=(15YDT7A1O@EFJJ;7?
LI^ M9=.3,_A\3>2;A?Q!$*VOV!W!*4+P#FFFD.@E]&%CLKF^1E8]\M'H$[V&.0+^ MGM+?9% DZAR8XR@L$)_!C^>;%F=;GU73FTDLI+@=B[((U0,QC;+]%S33,%Q(MW@O".?#=+G5:\#!B:.[L-L@#LLSU:"8FB1'H,!#;1G:R;7ZQR09A;BS"2'/O M9!OS:!;% 3/-.'I/!^;7,
[!S)KRI?F=#'Y,>0 JKVH-,&H"=:;8FM[Y#7 M<6M(:GL5?:I'GW96T:<'914^KZ3\#;I[9_W>\-WZVG[W]&30&_[J?6[^[VA MUQD,SOJ=XSVN4_Z%%AIS^X/8%I^UD]@ZF>]32=Q8IB20$%V(G M.P @N;'U!QEE]"4SY]28/QL2GR=6#W?0"!I5(=.W^)D-
9!8!5ZK(:_11$PQD M!F0#->LDB(63]>%&(VD+.77;)OVK/\DXV&E\R(JY(H5)O'/X0SSIT+?;"ZC0 M&V81\VLTX0FD)R\W>EA],[>\GB9=7HK;0,U0O3P8D6"38BQPLDJ5 J\I;Q7> M(R5G<:2FBR\3-:$3'43;".KIT,;RR:,/]&'CY=-Z=DFIC=Y"74/G;71F]745
M\R))DR/HAJT"B]WYU%7;T7FL6V+!^C61'?^*P;R3@V MILS>"=1IN4DYL"VARD#I#+*)A ^5E#/U0S-]DP$FW]Y(U_27$"0M^RPXER#+ M,J,-A0*^5]R6PAM&?+YHR"'*MV@]W"W,G/O:ET9W#T=:/42N$K7E'4CV.NK$ M6*$K79M!7AKYH2< ^]I4*! XQ(EFBN7S6
MA\KAUV2I.[ETETGP@K&D[3B4$*=:>]W+QE$L&'+8S/BR *V,6!,!+ :+R0# M0K.YH.0COIQEX64J:BBS/BXL .X@E_ME(9UG6#"T"'X=DT(BGGPZOC5OR%Z0 M95&8(3J=%T)\@7>6.V(F*7=!B8XLD(@&^DI"W;"ZGZPTC]*<\. M_P_'U^DB_EIK8CT)>8.&.
[!9GQ'LVA]K_<'AM#9.MKR=]&8TZ3'T.Y;*8(, MP[:]-\EU&I7212833T?BU+QR9:[D(K.1QV$0)P1)\D4R/DH7E5]U4QH?(ATF MQ[=E_4O.@:=*3P99]J M4)\OC!%4'UX.5NMMO&K)(%PV'B>>!'98)!$D>,95PY8W,]]>7RL9-Z,D$ZR8(K$4PX^W7. MQSY1YA=
(K@I)@V'F8+Q*\%4Q![RN4$(EG^;Q!V.*3LT$78$5<#+5OR]^\ MOY-A=#(8/,'70(@8K I4N$#EY.QXV.V?=OHP(CM[_SP^>7O8W?^].R##K3-$ M>6AC*7L#;[?:_[=_- [AMUFTOO']+MQ<&)]]TZ.R1[MG1R3;=4[/!EZ1YU_MTM./3[RWG3Y9],,>?3KIKZ_UNZ?]
[H"VIH.K![[7[:$XU>O^@>]QC=<[.CWL M=?=]K]_]O=-'8/?X3:]_ :W-/@^&7GAR[AV>['6& M]"[$4VS=[QW>+9/3UU?VST;8I&/;$.>T<] M/'!XPJ6ZGBS17I>?O*M_'GAH9G5$;^[W.H=^.1XBGK/=P1!N -][W?E_M&9D MC-/"#X:5+\]I;!R>'O?WU-;VB,]CM#H8G-
%,:X=Y9G];N].3PW=[KPY-^[YAG MNML[?=T]?G>(:TX.:6M.]W;I[^')'[T]Y[G];F=OB%*@\]N]DSZ=R.IW!X>= MHR, #9)^9;_\O8^->(O/F/;@I,>;/.P<80RR/=T#.O?F7]]A0[KO+7I]^1YM M5<<#AEGG<+_[^MT^+NOL]TY] \)V]NBNT^ZP?
W+8/3MBHBP_T<[M$V7(KF.] M3Y@Z[>W>?O>@=XR]]X,\SPYY>6C@7;FM"E+S KN@S4'URZL&O@P/S3^\=D1+_*.M$5\]&O>Z<'>*O=]@#@R!=18X'2=$0;^7A&W) M?T![0L_N8RA]$@#[O8XP &S6T0?_DJ)4MW+,4+W8,I"M-NN<-QCV.9O@2.8P<7
-..U0())OFEGB#9$] S@9Z%_&4]4B100^1>C+/09!Y4?155?Y03 M1QA=VX0US<&N1T$D'L0DWQ]W>714%%8R=)V80@NW:"4A@V&WA)08."E?8'=L M!KDI%YYGZ33DUCY$9>Q$Y_@*7&INZN *R;L:N/7"PB+.X2;.9O4U\.C+:&G MU@C$;04(,!!;+DRD]PK1="?
S42V2$)#.GAHTRK[P*\D6X M- 942H;*(_5^@2!(K\0K.28.6<0V/#0)1UF4PR,9Y!>^EQ6C480_K->SS=1: ML@!+9X1C*J!FUY(X)LD_]ATR.XMO-KIV-(S:-AH!M@2.:3G"93VAF+?FB5?, M3;D%?7[/(BN?1\ 0X6VX>3"/CQ&\M-Y'F"%J/AZ1*3KL'HOS!>9@[XC,O#>E
M]_$7%['W4:U7&SR.4TI-,HR='O?2)0&JC!*S& A]-_*#&\XH9FC"B* =BGO8H?](GA/15+(D)_EF MILTJ '&O]QA"G.8V?P]Q9([()-9EMZC)]4)4&[MB$[#J4>5USP^JKG%\I5@)$S<,G&&Q3-MU'4[REU\,U*V@>#H/-=1C47]D'A')#T;OA[ZI<5FU+R197W)Y
M8$G@WHLTEMJH1!\E684X0,N#:K49TFTCU\F J2IZ8F,:D'$ABBW ,"U_7M&EAJTKEIZ:. MNM7;]-O 5'R4'#$/Z[95S8NB=M0D5)!CHU^V3$]2@MV2N26.(F7FFG:*K.09 MEYNPR]"D2SI92C;)T.;.*1*SIM::IK\E='V4U!ZBLRDS;,=IEDGQ9$UM?7PR M/FR1\>R;8V_O5=

(4>7[#TP)!*;FU!GM]1F];E/"*#LDH9&">$#UXP].I=V2 M4_'I6=VMXGR)^<0'CBN:6@!:H-&42HQ4AKNJB98I+O'CN+U+X?TG/8$$?B#9 MGUKC[EI::LFT+0<[=F=(SA+](J[@4H_3"6@D#]YRLS:"4)T5L:DY(S-*_42Y MZ1_B'-XD=9*R,">[5)*E]\R
*_;*9&:ZSA+"RM1R\%6:Y,?'RLH2O[&;&BRQ M\1,NMD-$YJ9$)'',B4-J(8HQ@A@/$F2'?YL?333*=THD\]HQ MTP;#^_'&--P2- XYV*Y&ZP7-RETBO<#,:V$HF?]]QH\C]>3%"H";C M;'"[&5)F<(7,8OE5YL"VZ5W)8(G)&V2N#>,"65GL@,LHE6(VR,M MMF!0Y1M=6U
IOT>5\/=?SE9/(2HV@)>@60$6(^Y]&,[;DQ\0%*/3/ O"%Z1: MC4O7'C-[Z'\!,$GL]P"R*.'VQ-&LWY6@#Q4'-3%#D90%9*4%_3+H/8:U^B[: MHSS1<8J/XR":U9''+ .>H)GWZ-J)3C&:BLH <0I6:<^T^VA=,% M7:X*3I$ @RG0OQ4:/!;)# D341\$Z,_:?Z8(I30K<]3+X?
J:K"IBZQJ%$M* M> .SGD8HQC2S7>))=.O\EI@5K".IP+'2C_>[#/56-EV0IO2)53M)WQB,C%L1C5=&/55118:Y#_ #>8*: 3=G$,P7$CD5D;2572X-4]1#0&I ^>K3/TB M[K-M(#Y]K6KM3,)_%0(9"D$@E9SA$U]_J;>QO?5BT[#R\@;='^6(4[M*#GWI ME4)?XI'0-
#J:HLHSJ=;EZ5MH,"X(K.&FE6QX9N]K]>4&N@TKBVI+/2$RL(T] M]IG6Y4/WC@3T3.]RUH.9VF;3I $PIF 0<0F]3!0#]RL.AI&V!PCM@<.:MD?_ M1B%6F$W&UM\Y;C,V/,!:DZ7I4;8?<,7]T[YNC6F\GP54ZG'5%ZL8BH/2KY/ M;@PHEWHON'46"-\Q>Q\#
(_!CXATSH2Q?%637#1)>KZ MPL>I"H]/_QI4UL2G[P]O8'KWNGW"7234WSG0)'KL(ZZQ_WZ,KCWTLOB;=_M>XKRG30F!FT'KEXE'A!J9 GQ#6*^!L:Q3>\0*X-^%)%7MQG(E.)P(QKRY/0.
M^'*!2&/RH$"^M9>7TE;PE#DNV6HJU:$';E\301FLCT6A!=TT[0S%#65#$7,& ME^,ZMH#--#PZO)8&YR#-JBJ_@^-/1],D] A J6V@RQU*YO#]#FTH99)N:S_J8W)]1Z":'6=#[)^H2$P>,3=1)Q;"W MKUQ?<[,3';]&:_Z/\2.H_\N($)M::65&9?(:+&Q; *ST^EIS 1Z?U/BY CK'
M2[1\>]@]X>YT$[G6@%+K;6YT+S'M5GY^/0A0IGRKML]]>B M;^#D:_L,CCN#A@ ([D2)ZR3F#0S M\-)-*8PY"E//4,*UY?(:]U5=K.RV M]?(JY?%^I9VE,9YEGI4KR^QAA5R74#5)4Q6<<:!+2$8K%F2UQ5C\U$ M4X^'EH<.((^D.# $M>%,-
B*76P=0<.5CDS08Z4O&@(E!UO9+/*6+11:-"HM> MU#9/Q?\;U;3+F\^">MK3.B^$XB\>:8WY6PTB-1GB8$*1KP3F#;IM08^W?BM MQ3I;7PN3RRA+#7XM&QA0V48P'-HFO4I3-XW@GU:8]=D0$ KOUM?V7G?ZOW<= M%?ZCBB_P[S2&B\;L]V6L:=J9\R#W#7
S;=X()GG9'<(7[&;?4"$1.]MWQ4+R M84RN;DLU=:O?:GE*_9(@DI$QVKO%3!.J9G."I'F'\XL437?& O'..5=)*,QH M?W#8K JI);\)H5L"Y_MNF(GH6"N:W39F*4,$E:I% Q.HQ P2XW2/K%9H(PY= MF\;:4#.$WUQQ]\.%00VW<46V 2=-KF($#^]X;^]4=,#?N\? '%M?
*^'FE]B!1,1) M>D7<_5R5IMN:9>:A IG:OI1UD IBUYHJ]^H_Z?:.>@1XSQ)XI(APD";UA)7 MO5'R92"R-YEW<4NH)"UEO+&J,B/]%?W$YEH[B9AD/,&[!WMG%HG;2=K2(G(; ME'G:R_!H&M;YC: (OCI&PUS1KC&X<31GW7&,9LXS@%_CN5F M? NTY@KE<6<
MJ2!:JX_U3W&. P&B,>(R"7X)D$TOR1=A4 =L9T3X^)HM+[4 V.-N\HVCY#(D M>M.\=JZB-B^"1IQ%S"]0O,-%"N*$::1+ UR7#0-U,S1;45@[>D'K"_4(*;+: MC.2PU]EE9X/7.W::CWRKM.]/&/A]6\@VBZOL(\WU*&[>ZQT"C=;7P>G%MJH2 MU85H:,7R@H/]&<"U+1BV
<%@O/\2=H#>SKCJ4K*B\.SB@^?+X!0W&;0-ER-> M92-C4?)GD5V[+T?*E8*[AU@GY]>N(;RHL)4<+?2<5!WT>X.FE_XD)X:@63 M7]M,5WL$#*]2[RB*8R.5CU/NJ6/:Z6S\QPY:Z6@[G4V,TEC%IA/9S4\@CEH[
M1'!^#B\M\NMZB<4I:'03:Z]GN@/AUND5K1EG9&/0<)PEY^ #-'NE9N/! ^Q) M[E?BT[I\M8&:!S@(?-Q8IM%\ALCPAE@,EQ5+8EYX+CX1*4CD34=@-RW.+YBL MV%/-K?3&%^$L0DD:<-Z)V#A,! *YN,[Y>Y*Z)OZ 7G/0F#^0QIQKV%];7(X;2Y[DS7'1".C;-
P%44<%W<+11^? MWG$#$H])\L42&U;"/:=H7Y3C*6=YFV;OP\SA_#-X]@/M^6OHKVQ"]U9B^-' MUR:9W!9G#SXF0UHH0*W@S,:;2Q*P[W]\>SMN@XQ8)C<.EX(3V;(&:W^0(93. MTE'$/;7,]FZP[W\]2@BMP*(CI)V=O0B+9(O!_T#8.WYYX1[W#0X"&(_!P?")R
M4IO:W2QI-R7&4&XP^QY,.8\CSP\8D?ZFU[RHO$:8*PT/<>(XE.>6'*3*EEHU MGLN0"#8.M76MQ.'^+!(G$->:IV![-%\EH&=80_HGO>@"\O3QD:Y%.T$BB"HF M+)&UF;%:YF\9Y7&0BI9'1'RX9ZUUTF7S:!(%F4$)@4\HCKB)%;PCJL6PGLE6
MJN0]5;#KRJ0!VT;:K;QN\]$[0$OF;*LKWAA9XEJ".8Z%40 M78:F[#NU-1#7Z.XVX;ZVHRPMP1&L0[$U=\RT1S MX#2 GM BUIO=@2=KC$-2C@(U8,IU!@.R(47N]I0[$Z^]O>E3TZ'2L"Q',D$P M]IGP>-#(4T+?0D!PN)_]Y]"$J4KG\"EHR!_&7%LT]0ZPZL.+M,@#39UJV
$O M2@7>W6HS*&[5I9-I6C4;3>2(KS_6_O%1Z M%I3IE3W%3 \+>I%]JXC+\Y(I#AIS1\LK+3MSVXWA$DU_7&2%0LPR-BP[P%*N% M9]KZ2ZFI!LZ!DS3E3)S(-?\BR4\HEUNK2#$JS?N4^=G=UGD9W551&4K9(O9K M#2?H*I(M.8_0?\S0\?
J:.G*))#/!%L_+;E!N,RA>EL64*\S MM04!#*B&]8HE)XD3%]3=^0W:E]M6S26G$I5"G&@E>67AU/4,MYAG9E$%;A=(M%FC6Z*;WQ]>FU,IV#>2"/&3)VC"%@,&!/8C3JOOA@O9_X>T:5]6]BU>^7,4K MZ_'*5ZMXY8/2G R 5MWW @F42R-1LI&A-
P/.=DG.X1V<2^TL:S9?<,8;0V=* M"B;#,HG6,..,-IO/*,P_S7-'!\X$-&XA62:2%CMRK+A?;3Z+[UVD5]*W0GR8 M*DV]$V3#H6+UQ,REKV@2UT^FD/8T95">M['SX]^;1C."._1)^($D!.Y;"D7? MTO#5EABT1^[F 4*#)H.>=3"N)>$++L&R='IX3OO;6_X6OK2#;I[
MW!YK\+IS>.CUNX.SPR$Z;W7HOV?#DZ/.L+?G[:*IVVOIH4?W='[O=[F"S-M] M5VLT1H8L)_;YZ(;7&P[09][KG9P:H/1W'EW+W=RZM6?Y7O?@H"N=VGI'TK>K M>_C-^V1]_UW;+CM<:H7%\-WC!BVZ(4U1]T+]9F&)WU)94@V8NR:X7]K?D[(" M6I*U0A,F?
I:Y^>T^)Z[/@-!B& >>;OH._XIL^&U/[A2 :H*VN+0YP']<$ M-FLK]]E F-$;.31H0OV<4V!;.GD;S.Q9W9>2$FY[J&9TI>'A'@<8W>6H8+)I ME1#*/&G5.7)?"F*DM"3<0SQ/14"@\BL.KIM)WH5 M2(28A!@8Y'"^?3O;'?!0LE.V[$H8I98)(&[GGON67_'#TEG08^A#;[SB-.
ME9';$I8)O3:H0 'V2XRH2Q"*@)3&_*>5(NV:%&18"/UPF+X]$%IR, M9_9O^Z\E/*+BV;2N]#]C2/:([-]8E]C8?.08Z4D@26YB]&J@Z._W2]GYDA: M%")R4-&;"EQHO+)!(0D]RTK>,9D[#"KHT$T3^^Q=))I$U.D#R(HV:?9,<-Z/#9ABH4;UVJC'Q#FFP\R)C]":9
M:16+5(8Z_XK,P3HBM0Z)2@ D[/0M!::8 M;78_?Y^W%%+N^:M2G-_XZ]3?G4QZ@S>[.ZC:=<;CWAM*_[XWN3 FH-H,NJNR MM0KFH%B8M619-N$WEBQQ=W>8N"7LA.J4!)&A!WX31D%]]CURYA"90W#SZ'J6+@>)?@9R0Q'_T?!..!/MS3P M;70V<#
\+9G0(9=!K03R/C]+]8^MQ;I]L?ZIM5@_+9;X8XDEG@])E-&O-C= MZSP/G"AFXYV +(8?OZ1_O0\6EBZ:Q=\LJHO%/T=\= M$[0"+4,M!R,&\0M?H H1QLNY0$MVX-<02!I'^PE(7!R*L*XR, ?,X77EZ7BW M/TX;I;>)*)P231")_"&B$+<)486++
[&QAXQ4M9H\U(.M;>G($<;'HE"1&OBR MH>0#9U2"7UHB?E#V-$XYHS1_@2] MA%92G<*U7!(#_7).-I]2%"5[_YOBS+G*L(I9CU;VX6./G_B.2)-')0@+1:$) M)\M5P%!IE@1,U6#_BT%Q)V@;).!P6B9^CC@/,2Z*0DAL@#<=8<&$R*2Q?9K%
M3]]K87N,=&V&L^YY!UU/VH.D?QEUT1G4W?+"#9X).30E951PTOW)6X..8YTOKNCC)0<2;H& M(%;Y869!"(M:W7W4U6L7K'3PFLRH&/N.=Y%,DP8I@\:[#R8%2_)B7P>*<=@W ML7&)A[L+(A!]IX?[\,3<7ZCJN15HCZ(N/=.RXM+]K I>]YFJDJO78I(A[D2 MXJ $Z=7-
KWM6&8S/7'17 2M53;C- : _[7G[>^$^3 3YF\O7KDS)]>S8VAJ! MO&DLU%Q3QF]EERHYNQ*9N=(!&M*?0?TB"5YA*6'0)88@'SAO54Q+."^]R(1; MG=SQA'%@W) M,/I=.92;1OE9@P2ZS"A0F:VW,]L]%7!D)N?F<, =CO:9@U6F WR-FD0&J@Z2T0;FHE;$#BSE
M1P1@D 38-$C2:R^6NG[DQR;+ND/.VVM;_9,RB>*9AAVVFN*T-C;)9^$BC+R& MY\GWC=3I_P9""-?]4&UP^#]P)KK"X=Z[Y91TQ(=2?ME%$.0U^"B/>-M*7D96 MYI)] Z0.U.]18\QT[!^EA%;=435P%CM=ES%4]!$*.Y="*(JYL?9.L($EN:!2 MJ?$Q4.Z#%OB?
6@M\U0+_JMT9,,[B;ME:$8/54TT-#8FF1)]-5MK MP'ABJRO&PR6IXCE5UCMO4H^_#--E5)I*O49Q@^K8> Q:5(%C@AS,T#B4#-BT M"@1X'V8,R,KA<$$<&DDZ"W]':>'5&BV#L/JI4XH(>@0\|G%2XVW3W:YU5:83 MN74]FJ@-
^L])41)5S_5Z.5#0V+/=\'1>#%WP=7K2& MZ&O*)A"&U3K#.JD_6,*F[-]J#&330 $ZU053$RE]$2-&BYC<"9:'P38=&_%(MH@[8^5!W.I#1ND03Q 147,7ZI ^.6[5_;_9H6=4$9<9NJ<@$:*;-\U<1'] < MD3#\RPF!&&,<2L)QQMRB7HW5%M>]4/%!XWQ) M4I7]KU)IQ
.@5_%=% M%8=6*B%2M[AAVCB&'R*H# MFZ5- 2E=-"7@1[*54+E!3$;'/[)UYC!W3;0/[R(%O[)]SZ2NH\+*VWE'>#L& MAY(,-<9^S4.?>A')[VH Z_..+]+;?>- ,V%F5N5R*F"APT> M13+R+2A&^E9L4S&F!_.O%&'K!Q;F /,7MFN@H]Z3\H?3:AAV>2NV[I(KEWQ% MW2
M;;KV9I&J(COW$K#@08F"KH,[34 A*_L!FQPL$ J\\,LJ6Q&01:-0S?0*(V@ MU:6.,"'&; MPEKW5"=CV9YR.8!;+:4LG(GP-'=0F <5\$13S4ME$6,(Q$KGV$HI17F]J.!> MS7/7C*]X;V6WAJDKJ,+[UZV*WL!AZ"+.,5Z(%39!0ME=0[2:JE'I]^0;X"MW M@9=R9%>.?[&A?
$W9YOL'.<=2;+7R1&,>]TRAL!DB(W6"H]=)M$$_&8G,NSM(M!&YC)Q6G)98$)IY*]K9]UA%-WTK'X:N7NU>LB-!W*\&]8%5(E)<@"MBQ>B4 M"PHKM([[2_69^E+UW".6!$K!R*X22TP*(,4R"]I-TVFB32]F4DNT87],(F/_ M8%6]$V)0' A[I!%9AA%<0KF%2@@D\.<<
MSIM;25/2*[*R!T*+5=9.J"0FIDA@&0WE!&VZ&J?N5C@^LG*@)]T!1MMV^OT/ MSO"B-YETS_Z.,#[8"MC@8Z?E^L,P7#2.[7BHW9W,$B(W7*N\>^R8]\U]P:> MJ")6MD\44P2[RT)3E<+"92PI'_FSS_$:G'E;"@,6B\?N#N-D2#D1OI-N!'LK MMX".#$S4-
"Q_S6!]^9W"0%YEBR/V!S"<\/J?11&X'-]\D 77X>;+'+I*4*- M)4G8?TW ^U@H#;401]%CWNI6:X^R]F?I.=?QX2E3D':I)Y(G[4^] VE.5^]^M$XL/_]+#&2>>DWW5.N_W^9>?LK#=X\[?OCKZC MS^/+SJGZ_'56XB[T\QML[^@O0$B3D>H&BU,C5+5:)6AES;+A!,Z ;/
_$ZS7 MAJ,>_.V[8SWDQM?60F7^7ET1.^_3;#R"BY)\#L(AC_^>/3#*QHBC/9P,OHW M9]I>4PMG5QN0)5@_;;W>$T+ D][L(0'D7=WWS.XX]!N'<2PZ W/\11Q 66X\#<2[Y-F M"]7 WI8W_F\X0(&"8I9['25!854(Q2Y%(-X^?SE<^\/+XY0\6V_]!
M4XAWFZ2S%!1G/LG;=8K7:%/E$FJ=R\M^[Q2787>GWWE_^+[3>]<=(?;9WZ]& M'YS)]-?I6Z7.][= NU*6H,X,-A<86'6 K=.??)<:=AM&V&>0T#NR&Y,4;;K M\>6UA]=@X;$3,9Y'X8SL"=BRPITWF.<'#B&Z,6K;V^ZH>_+!Z8U&W7=#G/H' MAV8]=A$R;O*VZYQ?]?
O=\61WI_N?](T[EPCBAHHX(L"9%7-@P;!:ZP>':E8Y MO0E!OKWMO"/PN0ZO'KY#:TDPL-^]>3E#='V&5 M>?D$+8]Z8P(C&%Y-<$?@YU&WWT& AYI"9P.?L6Q3T:=P;A#*'=CX#R#2??B M$MZ!LD,X9OAP-Z:@2OX/Q'\%]H"0N:4!I>%_=W,'2Z[W SWO?Z?4[LCQ M9?
<4",75FX]_G?;.L#PP?'MY->@A3B!M#.S5N/O/*[014>'#SD7G37=,6_:^ M,SH;.WOP:O^*"0MQ#Y%VS-A=IS\P]=C1!_/EN/,.FAF; M+X!HSWN3,0U$??=F.#S#V>[O[DS>=O@$(.%V'4.U/:*Q@6 O&C1&"PU1$26L M27?<[=)ZP9M7 ^N++:3!D.(1I7?_*N M2<
W48(_W*";8^9A;72?<.)S')BY M'4 8>L$_5E8 MKE[M<-4%8*^!%FF"7IZ#.LZ5&PC4WM5A793=L%S1A (#D&^B=2P*%SO[C+Q7 M57+W3-1/.7%18/21OE50V>Z.BL\X<,XYCP)S.9OPP-AG]I%C?98%,+.9@[E] M13S3B%!485@'<; DB^.E2(O PU!C&92!;:":)U*<6-O-
*3Z6PS$%*G5]453C MWWYDYO2?CUIS>LV<_KPUIS\M9O]*^WF.T8G4&W>%5B_$@^:&U<',*N," M)IF^#U2)DQJZ T>$Y"!6%B7=JBP$567%1AV%/CXD6)%;-0]]ZBAY2SFP$*[M(KMKU6.7\";5,;%VB3WG:[0"2"EE9K9.XIE:ZMGT[J<)RX;9:)#[7 M/6+-!D0TV"/?
*F9>CDRTTR-TR'9M]V)*7BBI"Z7 #!@A1BK$\!*\.R?E"5UF ME]L94^I;!^LF\'P2(V>=3UH'87;.0-HWV(NG*X:AN%=]"&.5I5*9!Y#9>4$ M[8U"+[!B'8Z*)7L54-J6ZW6ZX@^K7E:NFQT#6H=@H<@ACO(5.SH684YSJ6>^ M#$C/_JU(P\P/9PK8C:*6;F%K>Z)X* E
MGRQ%B$TF>'BR2+6EL1?%XUQ1\W(YH$2Z AY/#.&B4H.&!T^')=KHMMO0\'VO+^8@+FX M)-#?)E,TDDLDY+VM;!]%79=O+H8C@;.?$:NANC850[S+/(C-XFBF]]HMOY# M0*Y8BP9T-E>R+P(T@E,)-D&2$D:?26B4*4:'O-'@XI?S9 V49DQ&36*(="6I
M0KW4.7V^OX*/RU#^;@G+WZ#PKZ51 UK'I0#HUBZ0UZOB191\FL3/JG/>/D*[M*67UB965245;JA7-L,8^Y7R8AM1TNYBZ7(+(8Y3EFX&4%Z!%7*/="?>+S[[$ M/S< A-FV\#8YP0)ZY%05K@.4W81+P[EK22>-P(XA5_H&"4<*Z))81_J^2IE% M0([K>U67:E
^)]DH0U#)Z\F@T81^^UL28CU': !+>DLZ$R?]Z+(BUIO*;RD" MRO9M^6]FRW=WE*U&>49*)AO!%+SQ6$)/EIB175"I(-D:% +)FX$QFUD0V3EB M<7"=Y)*)Q R7P-K,?;R[4][6]3/" I^%2[IV:&M-@60_A?/=J(HR6"6Q[#EY M;
[BF.WEB6:Y6'5/2/XKA6"\%Y2/R+&/A*P&G1[\;WP &B)N]2HMI>%WHRMIE M%44GHOC)K*@DCQM?GG5;&'\Z)F;JF=5KC*@&'YUOYWGKVZGY=HY;W\Z3XI4? MC3&4.$JJZEWP\2V#[5DF%*D%9$1778Q [)\@?0)7"I&Y/60*%6Q9[C'C@1"X MQ9I!<:?K(
;HEI;7PEB[QI5(Q=]*Q7]I-0EI_&E73E!=T>C*?!K(LLU9''':S4/LW? M]%1>"AN*1))OB5%6$=+2#8R*K58E<1EDPF&W02(*6+5XFR64#YE;35H29RH M+$1&28NOV5ZDBEYH'!<[GN/^$9K8*2R:5X$?00!-CF,P3 MCK=/5HJ:O9A2KXLE&CX!?G@=Y@Q[%V
X3)K$X8QLYP05CK%GI=H.SRQD'NN% M+)GG=QY),!2*Q8:V3'13T'A0+N8T2Z![.R'5-,(H!0F[380WB9QW4 TZ]LY$ M8)'B8C%5Y7]TZ(\.-&F2!N-&:[TV+.F(;#-O")S:^^S<95:M=881B-3TG.#B!B+CU/\ M9>3_*6B@)EXHUWOTC2UA#T]5QZU469,J7[12Y9.Z5;
N.D7*#[KC,0;'C[K# M'.*I?DE_>^IK.M&4]Q+H[F1E?]DJHWJMO\ 8GY@L[09_YI>GVL94;I8W0-!8+^!]PB,/ M"K=UP>:[7\=* 2PSAO))6M&+QZ\+D?GHL\7"+Z^VU%?\GAZW M015AJB9Y\)>K7[O_^;9WTILX'96>\!1M>N4I5YS\VS#Q__ZE]^LX"'1V!6AZ MO5__[V.S]?
SPVAD2]'WV5^Q8ZNT]?E;W6480R73!]=::1[I<2FSQI-MX!!2 MOACE5$KQ(&=0+\X**B.V#2OPW\@@.\(@'QUO?+E-O/&DY8V/]IB4>>/Y-G & MC<=R@1 WG?&X]V: 0#:$#=0Y)9B?\38LQ!Z(D8I#H@2Y_]BXY*MMXI+GSO>Q
M[V4WKYT_[DI1S,$\#RV/LT>^X^\C'Y,@F)PZ&E!(T='W*?V\CZ'\ MRNGLVL$\&']#1='+T2]4_V<64+C0?[]X_G]=Y_CH^ 5V&91[[.JWT%I<[=5% MAS8\V/WG5>^2YD)0AXA;IUR56%7Y,HCC;!7=>G'H<4);X%M%D3"7%L.7]AKF
MFJ3U/O,$^V0DO^'YV'D[[*-7>FQW>19$'D9D?69W0<,4ET6:%5XL(5>#G2> M8C*$9:,4W1:M^U\M%A,3C^*\Q4Q3\B,TK4B'0F M:7;@G'I+C+'CB":JE\@X<04'IV)1NEB01#1P! 514/HLI[%7H ZR*>.T34\&A2C.+F+ O\Z\,MQ:YQ$YF525";[T_'EO_D> M/S\P\
(^VK$7K"A^+Q5+MM2IWX(ST^5!7YX$^)8Z?!&;AIY0_'2 *:A%KV!$, M.N;]#M,TN$UF5+3KI#-ZT^D-8)[=?M\56=%EX>]\.W(1NO==]P/^#B(0@H-C M"V?=/@&%:[89!(HUJR'IE-JF ZZJ0BMDQS+":VX*Y.(GV ?*8PA\E3EX&B62 ML5%^D2+&9P)[
2NAET<*>^K">IB=G6G8V6D!C0199F+JU4 SBI9&B#!!&%'5 MJ;D4DG5K:!0%03; NL)SE"0(^84"O#F)?H_S9KRR?%3?7%N'* MO)S594JJ_$>-("*LXL $Q2#UV&;%8DI&?9"@SB4#Q+M-0EI!_I),47X)OSH M673(2;V2A621@G5?
5&0LJJS*N9ZS"%;]UDKZEDERJI#5B1P)7N5RB;\J^=GY M_1FBT](,L($1%H)EF:+4#^4KU'K,ZU1,(\?L?AL; "L<*O'!@G2IX+%R#DUY MV8#>M+I#L#$*D7D:D'#K5]>,V:@DCZ:%)(A6EH@P7[/2DC & N.<8K)9,4T3 M05 HPYXFC>L@&1@JC48#=X588+5"]\R6LO
MEVC>/D7@N'1UG7CQ1WU%O79.$TY]L\Q/UB5E2029@?7CHN"N8#&]^N%*F<5= MK% [DX^$OT\#]2%'F8:,^L<9VJI<\B*LGA<-%C'%T>O[R;J\$#1"I9H7D9>6 MLC"!Y+%X+]J\BRC@U?CAX/E/:&72\((UZ:S!XE%:O"KGMM9-I>N5UH\$;IKX
M2EV+#6O$:$R$EP[T:_%'G0"I[A8C6=H+I<0%+*".K]UXZ<+F,0Z&Z\?23*PY]79-^62; M7!-] 9402&!U_6<,GD=0D8V#U@2N:B'6$S(L.E02B31HBE5]"4Y*W ?I,B"Y M'_H((^;\^,,<4^GNW^/:,L+D0/R,5B*>\]1]KM"2B!9@Z(CV4T$XA!8Z@K6B
MUAT>!/J:],Y;=,5[!^M:^$YZG(RYK;,EJU*!NONKR*SE?5%FJWM6!G-UGVP1K)1ARGF&!N44Y#3);9532 MNR1Y8%:PF.6LR=09U9^.G_J@Q_#'1H_A)B4=E@)M_^W(8CD)$QAR3<, /^4ZED7%*$@86&P1U:\4C5 M4BH5+G5M^C;#O,7-
7S$>U@(4CG(!-6/1,T#9)GM=JYX':_5PK73C"B5^(5]R M;,XL688\C.HV'6"Q(<_G+MW2[2IW=?DVTEBS NB&"%(T^5*);>ZV;+*AGE@< MX.+UHD;3ZS4# Q"2TD.2S5R0!6:DN+S\ MRSXCN=XF:5DZS6^"N+H^:1 NIF1>*XD#C-60Y6I;!%QQ[R$@TB+/2-*655/5
M_1BNL0'0L?2$G!&-R:@DRWT#ZFB;":M6$;-T#,Q@;"GZ%0OL#I5";IYY[M2 M"#65]V/CD4>K+&D!F_H-NIE5<%]L5RPS!P&PD!T=BS+Y0R?!X8Y5. 1-6:X^.W"?1-:!]V]2]C M(O2$%:<8KRRZ\ "N;<8@:\00"R8/1 GA1MD:S&R'_M: '9K8]8 6(6T#U2>,
MB5([3HU[*'1.9NDR-(<&F@U\.6C4BP&MYB//UF(!R%7:B[>RH ?)YKK T2NX M7:EWN89)T:K0A*3<43%%:R?"Z5$RQY89I7XHB35C]"UBA5!8]%/FL$:BZ7U> M],F:30,.!#)#\I;-/3P6I&=[B+3]9M$2,C0N)#ENG0:'GHR2MN>[@=4\ZW;
MR)>EC>S>!]*XGC'&V&M8'69^EH@:5^*(;L7]+N]4'2HBR08>$X*%3RX HGQF MY813U4.N,Q9Q*$&T8FY((07RDXWT7Q/#- Z]ZBH4K/DBM0\YFJKW7NQK;Q2? M=19\E6@I,%W:DI[4!BPN":>Z"HR95JUWEI3G7!'T[M:8,,L&VXD@0#'U'I!665,>0$5C-
'H#=7P=_5G2H&64Y%>&B_D;[ )D4;RJZM"U=(T M 1-8)<"U=:5[?"]9$'SDEG\KXIE"Q#:?$)1*RM_9?,Y&L<)-H+U)@R@,YESZ MCR29A'"Y"4&&5B'(K'7(Z@M1%MH,+*=(ZM J@L,RTAP;FP2FE2_-RG!LR4+J M94Z]+"QM*O1Q([4/?43>R@.UN"5R\
[T%%^(4,;"FA5$'T],B"VFR3$/3W/;Q MX%= 89#8AGCR5O\ \-6,)@ 2U%+C, '*C=,]7Y- M'.KX,;??QV:=]9S3]#"8]+-Q].GS7'< '^A.&)(_T!F?="ZR>3,6]NZ,+JI1\.1]^ZXVI M0+:T?7DU.GW,@6ZMBL0P,P?'^&6[QU:M_K'T=J3FD.1+6"T!LCFE>K$OY6D(5WXMJ(:5,TL F-
"T".V\,CCH.26 MB-80T?23B HTY&<0%_88+PJGIBPXHT>:0'Q*@L,XT#;52[@Z:J5TN@F@B'JQ 7/37 M9J7R.((D:>Q[Y0'E4N);8X^:FHC*"RVEK$QQQ/:L;.!9F7WR6;G@:.-+'5C, M1\:8T3)>Y)\.GI,U=&] FNR^"\.]^O6G@V/^MENI]K7O.O3S"_E9K,7JZY?\ M]7M"TE9?
ON(O.ZH$I?K^1]4Q'I;4%Q#T$SH(L]!+5Z]W=^#'#NAH$!7$1< 3HWZW2?_M\&OE56:%.U?I]#CKD_OI8<67,6BZC1K4? MM]?WZX+,K!F&E&.P/HE#:X_T9LN*WQR,9])8&Q&=YAPNBC80">)VIB">?GQM M4+
[IL3W8;@[8H6UZ='@5/VUM",7]-3_:$(K'=S#_.#AS61I# Q4%]!(&\^[\7(CFKSG +[&R:Q+%76KR9"0M?FK&^+?9DR__]->;@@&"?FP0TB^_((3T MT\=RWC1,9:V";+8 \GD Q%^X:XR9"*N(Q54$D,>E3OR\84I$"WCF3SN$\>K#\M MD':W@?,.H]\NTR"CJJ*N,9;Q7U;/&-F
MPG7FZ^[NG/<&G0$:/V XG0G'!E.0<@G=%]3=/OPZZO2?,K_6$4@4_MP;C">C M*UH!C,0>C7=W,*ZY-X!UZ(YI688G_=Z;X0A#GG'-)KZIX=#CI]#,F&OW'! MX4?C.#KKCD]'O9/NF3,<.)8\(.E&'#(\H,CLYEV# M(<, 3KK.>:\/+\"5BUC,P]&9ZW0NAO
HQ<$[E_W.:9?"R&FPP_/SWFD/!LO/ MZN!U(!;HL,/AX-0)_=+]S\[X*<=QTUGI.)?#]]!4./-.O^N\[8QA7;L#YPW& MYJNP>ECOAA/E?.Z!.G"]W5UT/F". .-UMH?CJ%QIW.*N07.U27\YZQ[WKGJ M3YR3#Y(5<#+!](:KT?BJHS(!OM34GRHC47SW?
#2\>,KSN^B.>F>]SL!B;OUN M9PP4X&K([R&&+2,(^C<8WS= M>5$4K&!)/!^6H@@Q0OKL/>^8Z9_"+!>]S'7Z'SGY\>?SRAZ;K8H+Q[@XFM5_CEPW$1&\TT9,"4PFK@))9Q ^E6UOD::@,::! MQN3T@VR6AE.3CKX!!%@GHW]3#@<"9*KKGNWNG U/21G;&^\
[8Q!P^V>HZX". M]!&(I]^_?#R#.WYQ_ *X1P+, MN'.+F2>*V[XZ.GH\HZSQ_*.CYX]G=)T\C]'\F#Q_B+WE\M&9CX\?OZ6X]8T] M4BFDM5%^.:&-I!BUA+L[_X9IIK%VVYH:6Z72;0I8A9#6[9)7*+L%-I8.H]Q@ M\H@K%0K6%7CC9;[_OP_7?P,1HK$
G#UX%-1T%@TFQCQ@X:C4+M.VCFH?GEPL MM?"NW1U51NKN!G%LE-[R*X7OK]7_/R&2S:U-=7<'9OH&B"N^\U;.9>3] MCZ=F^?(()ODV07SH6_RQZ,?7E56OF)UJ-)G?4%HK@&77K J@3RT(=:9]>2 M>7:O#N;Q9\DBR.G($P#I/" P2&A*BL-
A$OUMZ!>4<(G[LKM3+FC7,'ZN]6)* MM:CAUUX,:X5:-D%M^'=N#% />I-.?[R]W-YHOS8?*U=V+ ME:VL#VD

HC@%%0A05D[MNT?"BY4CZ=H,\CP)Y>?%5LH]EF\T?8IB73<1P^-_=T(I16 M?0FR;*A"5^AX> ;^(ZNI5 8$\D*/D"/61]JL#[MR]]5@C9I+@>A_T8 MVEF&%5H10Q7 BD](8#/IM8ICGY9CM[Z#8[^.9(\M*X&",=_1(?A,[/HY!'Y* MR.@"D$4%V]
BX*"'LUSVQCA0.%N;80+@(V V/49"#X#4]?0T<\-"W0D)SW0# ME5RS-M%+$?_TS2P)=$QP;LX8I;%2Q%<=_R>WL\&@4*T4V;=#[!, M3]U@.?K,3%1!Q^?AHIV'W!-A M=!O[TT>1WR6_^\&8<-NQ'_3&&@'B!FBG:H2? 2">1K IZ,%G@K%O*LG[? Z3
M]8>+WBFFS]Z<%<.])(9:"Z7&QPB48IV$5 R0[0PDP&;E;[;6)%)7>N//:!5 M[,=W;(,>1$$0W<+/BPMD@$E @)%*.1'ZX,>@M<)?9*(91G"<*OP+E>-8C@*0 MF\95IF(!+ZA8IM!)$@4RN*/'R/R=@+X;L&, [?TH(A,>FD]$"6'9>R(N,^Q/ MO'9TT3HM*:R69$-
'JR_PU'[H@MJNXQ7>T!Z]#SL"?/7DKNW';[#?E8'_E % M=WOSQIQ-[.SY&]D74QG=LNH$I^J0LBEO+4V#5$\S*-P^^AL%3(LK19M[ZBB7 MU>W/L394F=F?B#N3- MGTS $MIV=G>\%L]D;:9;4D=B=8"2:'D6O_WWU_IZ;6>_XW^5B3YGM7D9#6," M_TCQ-T\,I&0#H
\Z3I*PVZT_EI[^ @@+:"^0-XJMV2AV ?])&(#GN@DE['@_M '&8D]$O)K-V(*XB8):0EA3-=OY7$MWC]#H"H7U'*_@6?B!OI S](%4T*!7* M).?%8_^@3%)/.S516JOA*,(!^E>^"A/J <,=2%NSZ&*<2)I?-)(QP]>B%=+# M%VWOT+)*K(>VT-C 5\$X)E/E0 70,$X6)!\#XK8-
I,0+IKLS3- M,"_):,^ M^G_1_(N_(;_"V)Q9?FN4Z&'E10PCZ"I$7RL[(3-Q\@* MR3CF9<6NH,5H2&!?6W67N0]MBY4*>!!^1_MBL@YB0N +KH-98SFV2F3@#-2 MCE(:-7D_@$7A$9](9]83=G*@Y!C?3OR@R FXH$CU8D3+FCBTMN*>:QC2W]'.
MT'IC,*&V7DMW"8B\G@!M>H0>G%3[C6'/&TE)X,YX8Y;E4CKU"&G-,S)'/#D M[AF.4O+T88$1 M:(,S_;21 L@8=4$\D&&;$9!"O TL>*/\]"-!IB@Y9KI'SWV'K,8[@3)40S& M!Y:,NT!5Z']">0C%I3(4$NF)[@#-A\[N,_$*\ M.WO /2@P<"'"W8NL,SJOG M**RX7#
(.;)5[T4B1%RTW[3N]BQ.B5-_.AS><'R09*4'X#;OC."QH=/$X;% MA-^]XG8 3@"*PHG$FW#:(LS>,=-(GB.>S_+-$[RINQ*E,[>!:SD@2RFQ-$Q! M+XF<'.15%/51O,'8X $UU.X:$LQF_,QM0 \0+NADT8#;<>> A$+9="?=& PX M30S;TVM^YL+,1N@*&Z10!$T%"IB%5Q
&D$0@H>U@BK)MQ:X8=]57A1>/5M\? M(,!(9)H&3!T=IH.#2\EK,_*5]=?FA$*$?]7!&,%'QLM:EFHAI+U=+J6HO37Q M02^??Q.IO]_YNA^-NZEUGA6W+&U5EN0X%SY(LW/&%8<_SDM&%.H%&&>>V6G'_QL&AZ\)Z<.&[5%W>NWM<&.E$7JZMZ8 MQ&K77)-
Q8!9(;7.KOKI>7Y]8"W*D!/1.,$(D.&]&$: M1\&:Z.3 03%L!=0%H$JL;S2VD?"JP["184(/5G4BLPHHFQM#8;L/U% MLQ90>8P!WZ"DQWE])4\9;1$9X3!,P/GU7:((^%A*>:CJ>9EV1S/M*_X31N0T M/_31W!
(:N%I0LPW.1HXGTW;437W%5B56FJFB!%.3(70N0@FS3OSXS@+0V2KF M3\9/U\6C!R%1_%!?V8A,<:QL0NOU2'^[0QNXCS+6 MPYP=+5+AX;Z\4;U)(T?>,##TO[ )5@W1%"C9R#D>7<5^7YK5Z6EYZP>I%7N@ M-_99^$Z:49:-2NEJX_<-
US.#Q3D^:"#YV=@A$<78]*]HQAOFOW^<<*X8&9G0]?TR> #2&Q0JCF?TA M*CP3"X9;S[RD#<&WS'>XM?4$AB-?Q>2GQ@.0\Y("&FM*>QF($?9X?6Y05Y^T M>D_8=UMUF M$.V9%;6Y;]G<1[%",!(9[XTV]*83SHR1GCF"(I/;QR:NS%."4[;I&ST.D,=N M24)D6(JIE@-
:+L++/YQ<1R-/6,N^'9#\.D)850&E"B@]#5"Z>9DXJ5?AI$?$ M25;\&?\ 9LTZ"AH;!@?:W@TG9H(P(67]L43RM"AU40LZ XU7B-R9Z37"W@% M<>S8TI-"7IQ.ARLHZGGE'!?."N"^3&"]^:1?6.F"_IP ;SA'&^GDHQ&<6R1] M,R?5/>D&GB9$X12:<0IJER^[VK0&3-
B@+V/#E0 1O,R4T!O"%- M0UA7*6,* M8I/=]("45Q+]B[:4@SZ6"X:# JF1QKF3AB/F,+'<:9U+_.A DC/GZ8OXR@_5 M?VAM]*&T0K$#7&,H*RCAF P^\^EML\'L:GL%/VL9T?!K1A&9L%):H.S8V+JL'821 .0:LCS,->_GV_[T\8+;D1I1.]"R\;,H\V.H5 M&)G +G='J$QL]@?
MG9Q]E1S!Q,;])MV4^PVUL75"C^K2"+%/(,BT7FE>67\8 MD>%TB&'''<07I*TC_))#^12+ZG0K./P*!:X9?:C:A=JZ#R40@D\D4W7$6NQETE_="Z55E:QV%^F"$4TCH M*PSQ? ,YJH!7T 6&8A:'_7FMO29.H+TX-;&"'1A1@C&8#/(,DOR,7Y.QXC& MR-X6:W\6M3S5
F<4HM$XQMA5^DPGA&=0<#128<'0.M6[-PE4>2],AZK>M] D MZT#&A,L6QNI\]*VO@))]ID1]#6&HPCZ(1%2WM PG\+H!U MC/ E$#U$3D<%@)([1D#-G!\"57S1"WQ%IU@6UIKICT;X^F2-)YV'M"C'*H]+ M=9B0+)3+R8I[$+%;$#]G!Y]_E: S#=@M(?'/Z7N#
<1R]Y#IG3YHH] F,1PZV MG(TF&S79@XSS8^* -8W&Q0'OBX/F^XG245@[UF.E-2SD17+28RRO(O*A.4'1 M%#TS[JX&]!5[OS*/:$:%0ER\"5;1ZX@ALS X_.=NV(T"MA3@WL S->45 ',W@3 M]5CS[4D; Z3"L8E9P=K1-QH G,B!/PY2;5C+Z?3&:\=]K&3:K%=8$O\]\V2R
MO8,]LO?YATTDNN.\Z4;1%V-;X>I&11M(9FPECLG7;.792S](>PD M_H"S824L"NJ]E \;WJ@X,@Q0C'!BRNP[;6=LCIP-6[6;D&DXO]BS%I?MA"12 MR#S0RU,F%P(FO\JXIY+07UDU>J')2Q?T]OG*BBU@2C;2?P PHX:K321J/"9*X&62?CX\Q!QVP)'ZB M7#+]C X:
VS>UPXE2A?%OVWB*N=2<[IZ(4:H .[-6"9,;@;ZL?!T,-=$3IKQ M=)F$8ZUG##$*CK.@C?$L"K/0;<;B_[&>/3.0*6.T&8FSB&(Q=&%L[(/7V?)S M$L>,P^W_?N+8.6'-TC#*VIYXS62>D\$3"[D!A6;@7=<0R-1H$,'$:_I]#%,P-:%T]?% M[DQHZSCJ$URM[>YLTT[1PBH?
2H!/&<_C&C1";;%#E ;O9T/OH_BS S MW8GQ9&Y@&0^X-C(:^7NH'A)K6T?,VL,1?\-K21]Q1]MWF%29*D[Y04%H%63X** 6]7=_)UOZ$EX?]J]&X% V\ MLH0N3+,&MOS%:7C9V>'YGZ)Y=MFZ^)UN#6N+#ZT&7X-V#*^V\"XV;/"TV3CG M&]4:Y\>?SXY:>&5;&W_]X]-
AIWW1^+W1$O]JPN_+C?_#*]WP@C5QV6B=-3N= MQHD5FN[+Y@*SH\;IQ1\K]F(X.XGS"QABN]W\>$ZCY*O?H%7\0%?$-42K^?$3 MC/GS^4FCE7_H(W32H:_T,YT+?,,.Q!+ACV;GT\7G#C5WV6K"JW^T<,SG>'=< M&Y^ OOC"NGV!=&J>-$X\|>GB#YPSK![,'X>*
[;0[, D0H]08$*#Q\0(^>69: M9X=_BO;G(QJC1:(XF1;16,_)61^>0*=Y1E.B;_3H \X%_ET3:$LYCYQB0CYA M-2?- 2O6 _JQ'@TNN8(&VS1WQD[BK^Q@G4C(I$HUE)]:Z$@^[>//1?)9Y0$/ M8SB5=;Q4J,W$]M@U1:_LN6BA<91+?LT!':Y\8@W+)$1 8DQ67<3!8;05_4%Q
M7!]#&YAT:8G7@%$.NQ1?8)P#5IO+BILMJQ6B88#7G@VXZI@D;XY;XHRQ)D:0 MOJH+EWQNO3E".^J MT[=0S3%O8E1@/)7A0XQ(D;'U&>'/P/ <*Y'M'0DO1?K2JS 9ZU!OC(TE^B=1 M#].\+$8EP,E'F9/-C1D1&8?!!I:F%!!RO$DKLC&#.BA7:\EF+-E*X.K;?:YO
MX7/*F3JUTW DR]@W6@0"@])Q)+"WXK[V@U*$#(8?6K<8@WR[V1,%*,*/G5U, MS)#IPC",@_O#VDD1*NC@[>?WPN.P/&(]NPRSHW0A''0$8 MQ53VP10%-=\SD4$-P)2^7/G: D8_]G6<.-V*TH:S $\%T(6'7E8X (4Z!]4K M5PWA?%M@=C>L")Y,>O 6*!UK-
G1QBN68:Q41A7^44+L9L!$K1X_,Y%V\V#IW1 KT4*TV@;?MWLK_B MD>]F>FKDZ,V\/NBF"@:K&76 B:YB?V@8(G,GQ2KY@DD%P U")_AX!DTD.7DCQ]I(O6VNU; +KF='&L>T68CD[&IPF=6VBV%[MDXB'PZ4)Y?*D!< >*G M
<0OQNGH&$S0/CQA,MF>SV0"YZE,)_'PVC.#X&JK55OM93KX:UC)>+E>F2,? M0P=M3 DPS#R_NB[@A$8*"MN(+&L,J:BJ!2H)$0S'1;X2[9N2/*"8?MU(IQ<]&S MB"NT847C.!4QGD$F]HH2!#!G :/)>V33M@'QSAT*A>QN9Z!\^1O9XYS;*7+A M0,5;"7E&*M7
3R>,8&+XC3:69=%;/*6?GO9;R?Y*]AO9_R*KA-77*SM0M:M> M[ZYZ*9NJ,Q=$XKHP)K23#]=!H,\CY]8(JFN[PS2Q(-E>W$%-%%@0N-XHX(B2[$ 6 MH[J:>#9&V-PW9589;3IC"C&FI,>>C-'+F4,V[KT5!E]-Q"/OBXFR1+H(R^0(M"K#)CD7T(WV9M;TT
T16=,67=]Z96L0T#%V*V,E_3>P(\C[S;V0:_!P+59[G MM*PO"O2BP/_.[K39 CFQ:+; [YQ3 1C)M_GE1=+- $KDHSL0[%!>WC*;VOU MJ8)QZ7VMOE9\9VJ/QG^-%:JMFD42(I,,WV<"F2H0'VAXH[Z?8DFG#^5G+6GM
MWB7=F+&D:FUEOB4U*MH)YW=HR_.U#/)U^=V,)TS[Q=<+2>_4,HJ;R;8G04A]\2;O]S_UF;QX6N5&*^"O>;EKTNC6Q]2 MS7X,G=ACBEZZ6C?HTU*-4K=TWV!QP0]-<9"^:+IW2QWS[3T]"G;)2H*82F!H MT5 1%=.GR"*9V'OI$\^),/)R]U5F9>CAS.6;-
,:$#A87=)TVJA&!K3IYZX,] M@7YOC0K0(T2'Y92B)KD0F9GSR:P1.2[?IY)X:#K33=@J^\F,29A*#3;JW>]C M6*+45U)0+0Y=PJR?W>%D8Z5T%1$_<*[?B+)R=H 6N!(:!]+9],-L8#Y3TKT] M5 T1'\!X BXGS F0-HZP?X/LX8J(43!FPPW5L5!#JI_/88K7L$,P!P!SXC+'
M5E%84'T)3)#.WV3!@NE2!;!2./0)K*:OF# 7#%"L:GOK;3!%/N&%,ETYX^5N<4&7";*)0KDZ(E39EF1$@%?[M:!LNYH$"T^N@;#2:.XG*&$IKP@H1)PH:T*4]=B=%!OH>'%!I2S62-YGTB.4 M5U&J=,H23G PI@I+G
R*GVV!)@HP9ZMR,C5ZV2;RY)"6&W^YN&#B7:W254FD MIY9(-W,*I%S,[B0LH#!4KO:/>\C>[5,;?SQ"(KZGM6I9\HO.;_X$]?F"]^6 MQ/K[@&82;?O0.UP.T!ZRPJ/+\^?B@G.-CXG,1M2!N>.1RJKAYN0B7;0TI5[J MO&/.45&7?5YM"*#/("#(.N9:8(QVQHM5/C@,_M@+.
<3(%N AM^ZD^MU)W=<5<=C$][,/[(N>@5T_SLS7N>PST6!6$:BKD\F\T; M6L_5R4R< <<7 N/Q=&SO4S07#^?*:YBW@.M1!R[L+U/($^LNFE,QTYT7%VRZ MMY7%/)@U4"+A@YLZ8\?\C2W;>A?-J^_FMM$([5ODE%'#+E7GT5MF@'R 4316O]O#>DP@?!%.
M25DH1@6\@15W4E,X%>_'8.@8AGRYWQ7G =H;CZCJ)>_!473+#B\?:!N'\LY1 M!8EQ#5^.X"%=]H"3"]ENI4?"]:_BG'WH7FF_SV6<(81BBLJ,?++)%2H7;C&X><4D3 I:/JV6 4R MQ6@ 3[7]OAVK9@7\(,HQQ@]E6+5 JV&
MK[!N"H=;C*H7G3DF8,)69LM"';HRO95976<._NR:RYCH?MSIAXWCABHSHVA'&D[0+KBU_[B)(E!;>(Y9X_4C '^H V$&TAZ4I4I8V=)._(M-8EKQH#"]AT<+!I(<'&Q\E!(!3O@VR&>>(>X)4"^62?PYU 1 8ZSZA14R1PI MW8]&:7:M.A70P-,)CV&^9*;2DKD8JQ6.AN-
({"S)B' MOA?2N4CLT!"UVX&OX&+3/5*C"RURE8TX+_2L3,JT4OB.RZ1^42&;,/4M"[>@ M9281_K;VFH.:7LD9]^ @F*8^A];$'JK?,AGT9LS9NK0O('-?9!<+!%#,F])'G MV/"D5A?$9EQQ^L?N'IJJ7Z@WMOKRG2 MT@5RI&-]6X!.SS
7"_;\A,O_AE&X2A^LQ$AU\=3E+!##"IG%!?/8RK0+[WCF MF] F@(C$$=L?S46!5&MVZIXK0(Z)'6XFL+C FQOW<>+9DD:F>I[;> A'&;24 M^3BY#ZNN/GBG.Q$GBPN4DC/]WAIS.Z*Y =G5?](%4C M-GE)63+JD-9,O7:+* ')TO N>^H-@,2NZ.H^_$
MNYLVU5DS)1^!G:AG0DNX QOV(@%T9+=2HV"/HY2J/*:)W4':Z9U.7--' *>O M_4WH9S$^*/,=,1!'_#A^>S*=A5DTM390Z]#70F*UE[N!$OZ@""<=)8M6$8U; MS=TFY,/1>-5I2R_$XL($Z+&UD!TS1.#?/I5EX$<;G#Q$B#CWG"O359-/S;9H M'W]JG'R&
V^Y>7Y\T;J\:!UV3/'XL\-V!TO:?VPUJ"[_"E6C[S0[GSN--I>) M/^\T6XWL"0)JKY--HN2T87]=UV/H3Z/7IXO,I-PE3..-; ZAP?KL)<^ R]^[TX=4/I\UC M+L6/A>Z/&@(IG M,""JT=]JM"\;QYWVFJ7F\;_.+_XX;9Q\;+2=/NA6@(MSG@W>!*"?U[HG]-C\ M>
({DFQA!LP.='#>:OS=.Q"%T?VDO.V 2 YT:> ?!.>(AO;RVU<-C6,0V+ QV M7;A.X&>A-MW@+Y%\!&(JE:O)R$<;(ARVL0]@\+&2?[;^,0T+XM4>='+O&:(? M/5$RTN;ZK &=PA"WFZ!.Z>S%C>?)NR\),1W<3 M&8+Y@4SUYM2,-^>GC.E_Z&
(X<0)0/HBTN@Q[VG/OJN3_SJCP:OR26/,E$G0Z M*KZV*N%+)!_CE)41EI*EUSQL@?R7C2>5#TXGB8*S3#W^AVIB^-,FEQ M)B&.4E],= CYZ7(1*.SVSPC 3@K*:"S01?RTXFC?"EK80G[A(ZS0*?Z<$F5R)I;SQ,6=O_/YJL=]DBFD#L1&C%( )
M,NG)1]#X>JVZ*A6'8A63EV0]3E62_GC9W'NZ?*S*O-\(>IF>>OYU%* R@ E< M&/1]!?#]>D] \0$0SXAE[38^:YS:X$:4 MP;.8+'L!'["OT()15B.%".I@=0Z6L"'KBPLF6A==W1RTQ1G;V"-%NG11SN42 MF+.T7KRC$ M)FDP%*%!+>NL.!7VU8WJ8Y8"O^$<<2:= :-0*2I?
VAQ;.(RSX%(==VFS.NU. M@K8XHD;7"DLC?B\+6N7R$30^3BJBZX8IO9$" 2BOSK:76Q<3ATKDLVMLCN&+ M7AIU,4IAHT;%<,9(B=9/OLO2A"L ,&T.(,'KD$9;E$@^"]*#]H1I$*' M(LDO2@F^IS0:,"D0)A%>^T6IH4LQ_J*S;\E$QC=:3EQR3/@O2HJ&'X.,O-25
MNI@B1^,[<3'61PI;LL2;7Y4^6,2O2)UH'N)8Z_1W*0R3BD%\U5VNKVJZ]8T= MK[ZUM3)%1W@ M)WFF?FF)9X)_JA$;KY?7Z\Q^>[A]P?#9FU@+S#@_5!YWDX> MIY67LP:U^MN-VENT$#W2&KR4B76X^$I2LFF]J6UZFSL;)9O5QG;))O1F:WW= M6U]?
+]NT2LE]YV\/JQF]\!G!AIJQGQX9:?TQPP3[^DA&*I>P:L*7E7PZM<^ MX"IX]4JF54KN*Q\8*=^,G@Q>E=>0M5$AK0H54CKUS[K*]3U2J952NXK'RXI MWXPJ0];WP:O-"EY5*J"5_,?<#5O^UW9#KCRP:O-];JW^^Y=V:952NXK'Q@I
MWXQ@0WGUW9W*D/7]2&NK0EH5T]J0U]]UE5(ZY5,JY3<5SY<4KX9/1G2*IDA M:[N"5Q6\^CGP2@6RA/!JW=O=*1L:*1^\VGBWZ]7?UN^VRV8?*1_0VMG8+&- M5BFYKWRPI'PS@@WE;58!60]&5SL5NGK.-=AZ6UNOT-6KF=:;36^S=&Z:\H&K MVLSHW%
<]+5%&[BL?%"G?C&!#57F%/X:S=BN<]YXNQME\|.7D__>U+=JWN;6M"'?5SVMG=U=P N;99O6 MYN:NM[T^;5]54>L>L%5;K\!6!;8]L#6_H-G:]G;6RV99*!_8VH!#KI26K5+R MWYOMG9JWO5FZQ:I[FQOOO.VMTD'^FE>O[7COM]<=6Y6A:T[L556"?UYGCH9>
M91.F94T[K.]XVSMET\?+YU'2_\@&3\LWH M30U37]=&U%66K/L 5E4)_GECM+"H0TD15BE-61N[7NU=V4ZX4B*L;?EU6ME*V-4/K!5QY(_901;I>2_M\D&3\LWH37VSNMCP>Q!650^^0E@5PGJ G-GP:KMERP\M'\)Z-_,X>-73*B7W ME0^-
E&]&L*$[6]:/(:VJ'GR%M*K0K E.K;U>VK.] 6%5-^ IA5>6S'B!HMMYYNSME.^+*"+%VRAF;54K^*Q\@ M*=^,WM1VJMBL'T1;567X"FU5]JP'B)QM[]U6V7PWM;)-",#65CECLTK)?^6# M)N6;T;U;JK)HW8.QZE5!^&==@_7ZV]H&8JRRY9T;C"5^\X?065F#M39 [ZJ5
M#1^7SKRU@4=#&1%7*=FO?/BD?#.Z=TM5!JXYP5=5$?YY3OOK;^N[901?I74G M;H*B5[J[DS;+5F8MLY/#IMP-^+^"P>7#Y_LT(^O5+@*T]D3Z_9C-TK3: C?9$#@DKJ@;OYK=55\ M4#+H[XE+_TKN0UM_CV6(Y-K>%Q>C5$5ALH=]MF4//^R+W_U@C!,3JZMF!B?-
MW\UPW4%LC]*)8=!W&O:8[QCWU#/<-T]/+PY.3YOG'?RZM+]'G]N7A ML?G\O7 +(&K@CQ*8A/D+.$7UTVML9?T?V+_%P-]DED .$!EFW*D[(0IDB*[O M)]>R/XW/;-]U[/I4)HF4Q!Y.F_>\5<.W'(@WWUN;^!:N.*QC-!!;CJ/ACT\] MBKE-W!-F/QR\!?
[2K*89SF';MS0+XD7\'VVHHXN3/^'SP=M/G;/3]_\/4$L# M!!0 ( )B+#$P+30S+FAT M;>R]:5,;2;8__)X(OD,^OCT=$"%8SW<80 86LN1OPET7W[OKF1JDI)U2Y5 M:6H!-)_^.4MF+5I8;&&K<+!G;)"JC;W_*.
[RVG;7$<>OL[*)YSX(DR2(-9W@V/O1/S&NZN9=OH;7>45.*O3:G4Q\&GG@A='QP4#^ GAL-[A@O0K^+]P)7 M_!%V\GL:X__V]@^]H+P8C@H2%:WI!KW$&P1'N_FE=7[2.A%GG>:Y:%[V/W>Z M[?]M]ML=^.W\1#0_=5LM>*3/I_Z[K]I/FN7.6?-
W.9F^;^ZN>QX;2="RT3WB MTN[KI?W0_MCU/YW"<3CK'EWAL1+OWX:@+$^FV_M]ENPO? M?+C\>-%M=[H?7EQ^%/T.G+*_^(F3=N_HLMO3IZW]L7(]]7 :/@@C5T7/G=#W MY32&ULU/W.7I)EBBW#B"^]-N)]\L*61T=2I=UPM&[\0!]/T*>0,/\YTX\]7S
M533@XSCT/7>AZ^\G"0?8W5+NLKZ]PS-[^?&XV6V=7IZ=_85'LWDB^I];PA) M/)KO%H[?=Y.[E7,K,X_O6\=%-D^\<27G?_;Q/_9BX89..@'R(%P5.Y$W@(Z2 ML=K> GHQB84,7#B:@>LA-XU%.!2S,(V$#TQ]3[03 0W0!Y&*I_R$]^E\S@ MO,%;DZD_@X.2C/'F-_.Z-
Y#V^+NIO6Z$]]'?DT_+^'8I9DO3G+9 B^_J0<5 MN:G"'1SC.0VX?&N?XX/OBM>6EV7AZNHO]>%8]36W-O#2E(_=C=NE[-^+QZ433]W$T47BMHEA,@'B)&&9-=]GL MZ=[C[.4]-OGQYY\3D?4OO] M]=NE[]UQ%HO-XN&E?VEM>G@0B' 'MD=H@V?^.$=
(BC@=#KV;.\]-ZHR1AO6B/1%&XE_1WL)9XH;L&=K@ MF3_"&3H.HVD8R42)'AV9,/)4_$XTTV0,/_X'V%FDIJ :@7HE$^]*9),B-RL? MM:D/Q>GGO+==^("+LA[$.7_G:K 09O.>]&9TFJ_0Y&_!_(@_/)>_"']%+]6 MSY]KA>3#2?N/98-XM43@?[5R"?=7*U]!&$U
'BHQ\D'+,:N@.#K#]Y?X?X^RI^/N_EM?9&/:(US6S#XW36T>[N^GGWL MJ]$XK,_<"D/7]^^GG=,7<..67+Y!I.37YP,U#".XH5.ZT/>XD,4+]\WC*BKQ MA=$5",P+I#!,-;Z7;%E_[L_RYW[SOGVW06FQBT?TP6E_1A&R<1+5OE'&IK='T^@A^I!8)>./$ MTMWX5=?
Y<5S,EP:FL+UU-T[ALGJ>X\T^Z"> @VD(_K_8:K_;VZ_OUFJB_W&N\ MP9_WQ4YK.$29^TH)?&[7KOO:AMQAXX GO\D3$'QAK>'>,K&,+L(9@G336/4M_'_M]?H+D'3$"3IEHUCL_'98K]?]]?I>O;Y;$^E4F_2&\'UX#4IR04E_9T_L^D21
MRX\7S;]R,EREA65A_:C3/6EUE\KI\W+\@R=3$,DSX\(BH,#8>+H/]>"9469R MD?K^8UNJ%A3=C4M1LDO>>O8QLZT^RE 6 8.H4ZP:ROK.C+$;ZT/S"%-\Y+O9 M#N($Z#X9,:=RAO_"TU[@^"F:#<4T@I^]*?K/ G3 @ABG8N ,0'=_VZ\=[C>
MEB*$YPLT/&:O;@VV!4$!"NXH?M6_AD9GSX=H,=W9?[DK)OAL3(B?811.B 8C M(S.^71;W4VBSI1!KQ 7_ZNR@?=YO=5LJRP\L/[#\8,/X09&>2L>)4I"U$R*2 MD2:8<($/]EX?XN7]AYB"3B&#()T0.2Z^%0;^#+WF0Q#-08]PDA08S4Q(]PI)
MN5LFQ#LQ:0)*HC>=G[!D^ =)Y0*(\9>>I<66%EM:O$FTN(7$4 OEF7PKT>&! MU-.+8L(=9!(PDUT7/RN*MY%RE#=-,NJ]&ZP1O4YRV1JD_B%\-JLM= 4-9D+W MAR/$*Q0,J56ES99X6.+QRQ&/B725N!ZK0+@@H*DK^ $O/8IW^!>TR ;1%*6X MS,!*@&PT[HYE+((P
64Z@=;@Y4R6"R,VRN;FYA6OTVN1))'>4;/&Z%CEI.CQF4HT\N%S MY. "N0;=.(D7I&B_I*X^H[#8#*C"0P11:4,EMNJJ =I3?4]2*.G& P: M#F"1R746;V_!H]ET>8+Y; A%'J8)M##Q$GJC:)T=P#=(D.E;EM2PUX*9%E8J M$D.E^U4W4Q7$\,L./L:3D4-
X>'L+#K4/+>AEZ.0#U.NPRX;8?'WT,#@DM.!# MFT8A+ 3&>2)/R686A-]?B[2(7#=S3E1 8C#^V^VBAL?H6AQ"$:=LVP"LM76[)^[V!I M=N$18(U)&,UJVUOH(E4P@BE+S3L.?ATG4;K$5AY.O#B&U[!17&5W5SBP"C A M."A3/)SYT]D02T_P-OG*2:(P\!SSY?:6?
G]'[691N=#YSG 7:$2"%PB.$2R- MZR4LK>&7HUU4"NBJ%7L>*^DGX^>.C##)4XC.K&D)URA[5P#EKDQ>,HM?HTFA_1UO%S'0$Q4Y&&Z3H*O7\:4WP>_^WA4C%>AC8V9>7CQ]D0I?
MTS#B<)A#AI86#G0W].'2UVV&1>F3G65,DD0F#R&R\3B5'[9:G3(X8"!X(3OPD^. M4JZ!EOL^>_5A&/I69'0-M@XX&S\(*J&$#Z!-.H#X9!+NE87<=:= ^77$!*O' M63WN480F49*9R@*31K04)"8*2HE9%(C1>:#U27&B4%$;BGX$HWSQ!>CS M"#'-FLL.#/ 'FB]Q2R
E5]+SD?@CW?%"DE)0= I@$O ;!I@@\8'77"\>I%', M,3'0%0V<[/][^0]5B(C1>Q?FY?N'B3VN'R0+&E LZ:+WZ,81988APND:(89 M**!Y,G(ARZ"F.#R\8KXUC!WA5>T-.G ME8I!LD.5&2%=U5>*+46V%/F7HLB$A2'%%;]:@-Q#0^,HQ*FX>6;;WHO^; J[TXSDP'/>BW,Y
M4;RUYR%NV'XI4L]\A=_@W6CL,V2T'=[04]3\&@=O&V+G\'FIOOO#8N_6'@,W M!2%BYBMS5;*X]L:K.HQU^M"XMF\B+3;6;2-CW=:PEQOOOZ/ATV>PVS_NM5O7\
M'&M(E_IZ091[A%7.]#=R)AKMJ6S[':42S6(*X5P5BZ#8'*W%NIO6T_DG,Y.1&V,0T\HPI]].0X(N_V>W)I]^NI&!&TGQ M6VM?TF.H:6*, M 9ES6"1I%(17:-)F&SH<92] KN*$: 5'Y==8@'<+(+]]$K$P13XUBB2T['0 MOCP# L"WV
)_'7E)H@)$.L3:U@X,KO+6HXVG^)>]ENB<0LE+-5] VQO?,&']1BT@@PTZR): M-2D&+)WEUO_5OCLK,C^JN'W:Z8IEU)CROG1;QZWV1=^29BM]6^E[@Z7O<)!(MQN,*+U$3>,Z$*\5B9RH]-_L547,>BLY7H>92 43 FOL;J1HIZ!FL>%/O&5 \X5L#Q/P-
";A[GLB0N#B:'PJC@= MQ.0 2\IHF!V.KN)!8@B&NB+8"3P:)\Q2"=I<7B!H;>(E!A9,\$9>**EA)B-% M\!5*..N$4X03ZJ&:255?*; TT=+$7X!;&67-X7&@ :#ZP((W$=VR>J%<&%5HR"6.LHCQ6SZ;PO3G MR:I.XVWH*I-+&6-R;E)'T/^N=08VVTQ-]
(%TW0A'G!'9;%:QA\EJ3A3"SX%+ M9*F^=QJ[2.^)3,OB"[!.^?) TP1$O/9PZPGKOE]X#]8?DXW/HMVXJ@V'722%UA:2NXM9;"4P5*&RE &N%A?%3FX@]"Y/K MD&0HS%:R0J-G%/<4L4PPNS1@Z+86F5#NH>%%]BCKFOAC%! C(]R1S/Q^2"_3 M
*7'6"E*0^AXD9-.X@1M%9C]8!;JK"MDIPA]TZPIH5A],KKI5N235O.$(#-H M0>ZV^I?=\\R(?'S6Z6%!4E.GVAJ0+1>S7&RCN!A0]CD3*?1D3+H%&2EM83C MAS$Z]]D)P>:/N:[UX7R>B-20XM_:"X:IU<8:-?;1-!6_D*OLB2.*](<9:D=F M(<@Q(),$91G
/C$US6XK3;^2(Z_<\M(*R= MR^YQR_(HBS_YZ?B3%K3L48];V?86IZ]@X3ZO?8/2?B%/3?8=4&G,2$,QW"A1 ML^_P40U4CO&V.H9AVD$0O2>Z!1_-1DX*+#;O*_[P20_[\@ 6S193$/?<[2C M+$]_8@RP:&I7DR"K;0&31BU"I_O(GHJ4-RDZ][(\)H1=V65=8X2:38!/;&^!
MGA1PKQ&:K*^(Q"H6Q-5[.=@5V=,(37'\:X\/TL=!,K%2&+BF7R8+V:2A_> M+#6$/>0]@V(#?U/JH1J, @W++W=%+#/TK#/PJ#)QLS-*GE8C4\S16E)$7W8VT M5*SKN5GT>[7!+AM&AZRL;&7E'Q"R-9FB/Y%%5I(6M<"G;CR@Q4@&*>52(I,T M-KX^HDCD^BJ$'R)]
(C0"$Z.,7K.4&;AS(33%KVR^/"*<1KPPYS).983(%Q(MYA&7K5PC>X=I@G863HR6UXO(A-A=+?_?0V"M!/6Z)W'^?4HJ%6U2=S;[D5LFQ2LXOH>3PL'6^:!FC6R"S^,^K$$MU$;;9 ME&Q-C $T2>T9!CF5LS#*]!"T9"G?0RQWC !UTPN/1G MXS X%5&<1['Z+CQ8@[
M3G-K"\:1JT -H9^]'"&3QDI3F574K=@&H:&Q[,:];"5S=AF34W9L*%G6'8Z$ M1X$&F4+1(%@6^#?7/;_VM[J=\279ON'#_\7 MGYQ_V^R>B/9Y[[+;/#^N8*8LJZK>ARFN\$1^0SL_VV>YV5R JID\1)^\7^43 M#4YI9)B,)7&(2U$9#QM,"<)11J&4\KO!Q]
E,14LX0F"KJZP(12%G(BQ_]6 MB,@%/_A_%@\,00RGF%%O4]L1BMI7$]FK?K$9IJJ \; MR41B_0M8W7)CR3@*TU$6P(4.79PH"!AE##[B7D'N[G;^;'6!\O\ESCM]<=02 MK;/VIS80SX<-!@&2K39!39KG?XG3R_YEMR5.VKUFKX^?]7KM7A]9B8 'R?K; M/H=?V\VSXG?
M4]'_W.[EC$>T>P\;!T["L+'6";0-][=]<8D9MDX$C*X%W*W_MN=NY_/2Y<]F"V"Y_TVC!4+FR*XDP: ",\]@@-?^(0;9O_2 P^LN0\Y<@ Q M!I=[/9#,)G@FCTRH5=,%\<^+DTA[NCK#H<=BUHG!/C1!365L<.UAPVB\?+M_
M*/X;;DB,L7BBZ];0]IZ(/^&O,="N_]D3KU\U#@^K[:6WJ]15)9^T*ID)$7>7 M^,@2!W 1BA8EGLEK40 +2.1713$8A=QE9;9(W=265:HPK(9'D]7FH+0V\]&S MI;HB#Q80[L?S>1S+&3\%K2"NB9=@"?M?(T?G@2RPJQ1@[\[4R5 MAW(?SOIXS)+Y'X_D/DQ0W ?
RL?',L'HVA].S3N<)F!RL_&'E#RM_$%L?:FFA M4,>J6!%KH)"AK^3(]*]#L&YMYY"B-U68OT]S.#\,7?&9188FYJK8Z9U^;NXN M)/ PX>L[';=:@":2?TW.-*L'(8?&IR9>.D'8X]XXES]720WGF,1K]3OL]OKQCW2_L(]JKLH#_$8 5LNTXFW\=*)WJGD>N[
MI6&LJ84'I'PP/>USVMZB K"H=L1(+8;H8"KK.5G,27XS0"+)?&4#)0(YX;F>@CD(6?LB$>58:HD(A MDCR.A2*YF-,TH!3:%+@#*R*I/CA9U[(B]R7ICLJ8)_)&Q]R;$N:<%(83;\,# MIO0X3!@6 TU[%!*:1-X@I>A,' [5)<=(1H4)6FE^W%CV;@DN SL0DFDHBDV&
MQ!!_'(<^T!AZOH&FOHB3P<"O"_,UB<[C)'2^.K_+1$T&U"0F!P^P(7.^(D]A M#]671C>'Z%OXQ(;!)WXH.;[OGP+LEB"\(:>LHL3/F(H4/M I*FMHYE^XYNH& MJ4:FK))B8JCZP[$210AO;)"[F()#NTHXS!S(Y)0KVAKHL.LE&2:/*).%C,O
MQWW_3.4TKS7CP#Z%+B4.+:22RO1X$Z@>,UFF&,GP%MK_L)% ZUE&4>B=M?FX MR,W8-$&%)8B$3UF7XWHV&M/!:;HYX6H43FH/7Q&,S%]8\^DTDEX,VJ)9]V5, M@ NR5]L[?E<4Z$L;!5KI*-"7-@K41H'^NE&@MD[SSS\<&Z0U6%.1-14]=HJ4
M81H%7CS6=IX:YY+*7:$'&28[JWC-V5.F'N-6EHJ:0R^&29%!J*2,4 &S14VB M=IN%)K?)6(.$)2V6M&PR:;F-G%G<7G[+.>D^D)[? M_^MFO]YX\[())FH9)!EUZ*HK#P>E$ 2G/T7$PU1&G#Z/ YWA0] M/?PL(RS"3.Z)B(:PQ^9&FC)&)9-EEGX2Q1<6>HH61IW:7EL$V2
W1 !27#)/ MTN= [C#K0431PGES%/!&=% /IV;<3#7T+>%:S'F(V+9;F%(Z#>=);O4)V:8C M(\[:7]K]GNB<(QJFWVT?75+"XLXI E]:-I>^91V6=6PHZS HO]HM=0*Q&(L& M:9($FQ60R5SZJO1@]K40JF'$\-$9RJ=#A4 ,U&H3Q!NCO%MH5;I7#,I=5081 M!-
MK.3.8T1HT/83W!V&0%!^P9TTY^D8,.T4NG)E,_G"FE\1?\ MCI'+EX_"N-ZHB#BV-D3P0X9O+CCG?!;%S=K4LKZS_*GPF^51/X1'B7Y'G%XB M@*_9IG(O&DTI>JWCRVZ[_Q?PK--6%[ZQ/,OR+,NS-I-G%7,2:4R$NF)DWTR7 M^T;4.&(!,!]%D>A"GZK-HXDGU3R-
9/2=M,G)0[E7 MA&5.ADH, \H858[:$,+<735(,B,.&GB3&59AQ+B0W5]>RVDLKS@QDS>9*!6R5DF9YG<)C&Y=L%4-I8Q*QT)(:2! M9A.S*&@K<\%[(1=(9Q3.Z_W]FFA1<&%GBNP@#9 %78044K_CA%-0M9)$(DW> MIB.P.1_P- MJWNFS7\H-'#]5O]

[#6)8:N4>W+HZ._4!%]'O?;?[3[;5M4;$WX M=EM4;"VX<2-KLG_!T"MQC*MK"G6)KAK)B*37LW PH)*,38Q7)EF_TD#?C1F= MH !(#H_5_*$']ZK;;Y^VCZD^804)QT;3ZHRW.WS6M<;UKEI+O#FTVPH#Z?3HT[Y@[)9Y%UNB=Z7.) 33PLV8F]L.7-
BU#M@,_BK*8;=J_[0&V! MU)98!!2M.E"P!JX73S$,%)4;3TX'# M4DGIH.'H\%7?4X@>4(&33@84QZI!!%QNLV84K$CC!7+/# YB5J-*)PE8\)YN5_GP@@Z]1.DV<6:TPT4A1STA9(R:DY/V^\ASC@Q@J/PR0FB;. MWJZE@98&6AJXP33P/(0+"V^0N9G((&;G6 W(R61)D-
(0*20I5]R.3)(P"A0\ MD"/.-0G@,L(J A(!_>BLB!:,+)YXCVL'?:31;W=![&H>(GOXMI8A^X^+:4ZRT@RZYSW1Q/ DW ZD MWQCC'EZQ>$X%QB):K+$W0+)NQ4MKR]TT6VX3*V$420/J2AJVL2 \T:TI"CG% MY)H^)B&$[^AZR$B7"2?-
$Q1=TGRC%.0=!UK%])2<TA6^%RN/38,VL*A]@/I$ MPHETB:J\J@M7SC#'L:O'@C$.)L_B.[$C00$O%'*ZPI@$%[6,G<$NW)$T2LP' M(8)/=]$BIP,.9*$8]4Q,($-<#'APQI[ODO(?1HFE6=;(M6E&KARP. ?*""Z2 M*7U[ZX?8TK-(I()B4[98;V_=8;
(6;2HPTS10<;CL81@SYL!X_3UB%#CG&2B M(R9K]#K&8V4AI"X.CA,IQ4?S+:W\,V\CPD< 5@;S,LE8$& 8*(]D9-+R#@, M=)D?G\V58V]J$*C90F.%'XDBU51%F,%"N3K1!C7,<;U<+8C>#-DQ"T.$K1D8 MX9&&GEE#1RH<17(ZQEN(JR3W1,DU "/7L5486@S;1-
0QT/@C6F7IPWKF-1YK MY<6BP6$365IX/&LZWT^LI4;<'A<)YJ<$EZAQ((Y/NW#A#LB5TKD %O;\H%[#;47HS8UH4!67 M]G#QF""*!P/4$)#% GPNIX_#B>(UQ"I0O^W7ECR3.>CG(%BTHD.,A3"A\\N= M.9G7YT2OLHF?
R"XG=IA3D7(:$TQ\'>#30[CZV;VC$$(UB&%]RM5>]FBPWB"> M..5X*\?_"#AWS?"4@<8>>@A81,8+%QZYP]<@O/:5]ZMM#4 N5\-:AO4T#3DR M3[BTPLUV_[")NYUHXEM]:)64U#_^UZ#O]N;T%S0UW-@Y#RP$R]@##: MQEA2++FI14,V?#0.J83U\9YX=?!J9[
[)VQ3_@GI8QELD\>3ZA%Y<9DPPY"V MM_+DOW'J4R(+)_(P\9Y?XYERO'K1BW+[Y5D?PZS_:'?.FB8G8E:C4S0O M^Y\[W?;_\E?(Q9N?NBV;F<,J<%:!VS@%KIB9X\H+,8HO+E8NU@Z1J)@MYA M231UEEYCN'1S\U M-Z0:PQ#(ZX:2A0-
\%$C+;C*\;DDLF\2"5*TG!X$9OL> M@!! MJHLHQ0Z?E-EZJ,C1]J#!O.0%>GY%&08"G6C(L=#M@.L@DYISC()G!I) MLE'FJ9XP.V3B 0.##L2U!#$EJK[>9XF9)69/F9@U,^*RHZD(DS0=KK5 UM@* M9.C:KGG&@.@PT+A09-!(R$A#LL2H<9XS")KP7#
((@R6P<.IR70"^ZR>]3D4V7 M4$_;O:/+;H\D3A9-6R296NG3$FQ+L#>)8)]X\2"-XJPV#%-2K('+=5ZH3BU% M"WNQ$RE#R)% 'X=I$"N?0HX1/1"YE."3_/_WDDX7"H"YI"(@7L+61OZ%<+;="K#7]U0:]6I+0BI14I'UU+-.(D M6HK&0,:%-
R0C4M%U"$)/T>94X[2=>8PJ@K&^+6>> 7,9.-$$TZ;B(T/I)#G2 ME6,#,O=I(5"7OW<$Z?=SA?RAIW E_<&;8G+\[-6 MK\=5,MOG HOB]CIPN;#H1K>%+]1$ZW_ZK?.3'K=8&M5%J]ONG"S$\E22J&RZ MY_.BV46,O&B>GK:.^ZT3Z_&T9-N2[4TBV_U[N2:-)W3@KC&*;
/U-K7J"Q1O5EP4TGV]T6\-.L MNOQ1I]D]P1].VEV@XIVNC7FR9-R2\8TBXR5:C#IW%DJ/)>"3F1BE,I(!QFY1 MH!<7HL=P_S/PT"*+1Z]]>W[:Z1ZWFD?M MLW;_+\L;+&^PO&&3>,/]1'RL086%J_R9D?*QGM,PC!Q%P:7$6$R.H9+\GXO\ M, .JO%XSF5.RKTS>G
SD2..YR&NF(]?QXCCE= <9.T/4I1A!GU&@1TF/.&/E M?*4XVYE0OG*2* P\!V-%O7+I]JR'0]-Z4%1EA9@=YWK*D\1 HWFZM^"6:C!5 M9RT/=*N)%[/S>DY^,XPC3C/0M:#3CA([((R%5 :"M M<1UA;F+*$!AKO0HQ@9A0[9+B/SF=
OE,IRJB8C>:GUT&E'<"TQ@H4M>:$U@< M1]9$F[J&V7*NHAD/L2WD1$C-\9FM4AY"G5G9%>$@DYA*!A)@#C;)WA,-B MSM+%M(8X*D5E&&,SR*QB#P@5T4@%SJSL:*F"0E!UKGC__/9(2S5]U[Y MA0N_>-T?-[$.W(PO\)7KP='L8T(/4O?/SHZ7G:MU\) EK&(9]\A6^6
1XK@& M#O902>0+U3T41\"T5#!2:AFGRT[8K5*1:1D>.@%2\V[9,_<<70.;J,_<:[S9 MVZ_O[]_2V_XRI.CW;.+\>M1$!VOUOF"S4G3'[MZZX?OK'6D%CIL^8IB\M>MA MVE WUC+0+9/XQL.SZL"L]W24I_)HAT.K@]42$^\"^+^V /]*_Q?6X"_!?AO MH!1M ?
Z_#,#_,0_'+)MD;32 ![7F-'I)OZ MLZ)),^1]WP/A-DK@(%)D16=0IM##^1';BX)1XK,NF3(S!R7E!\KB]Z>VW3]O'%,"VO=5M?6IV\5"+L\[1T5_P0^7\HD](7@7F0,[N6""T3/S6.*S7 MZO5Z#637 *30.,[K8T;*\:8>)?!!#SK*J ;&/ Q]/[P&R>U=M?;1 EX?@C+]
MY1"OC;T*@UV;>3P"8G<"E]-UG7?Z5%TQUC4 ?5V*J_(03GN9[66^[=#L5_DR M7^2UJ;&VSU!7Y.%K7;S&64'88M5(==]1C'GSEGWEKG3 6=,V^M&!X@\OVK_89FV.JZR<60@4[D\FDY#1TV>U/(U;3,8Z#W<5%7G8 M,P19?0W":U^Y(\XB,5"^IX8UBE)=G^?
LH0OW*ZGJ:V.>K->NE'!7J;WK7.N= MQFY1Q;U+VEQ?Q^?A]I:I"2\7O4QC>:4X&?=4>BZ>?!,(CK\3@!$*P57)^4@ M=KI&5&J8<(!$+;U@Z*-0C]HMAFTGB9J &A>,MK?@8?,MWBL#AL3'X!D_G"EE M"HA*BL0&"BN^J,D GQEFGN[:+>_FSU#
(>+E=W=;V5N'!95'B\EJ2EFT&8];0 M*/"<+&8BORYY9H24YK8'?(K3A^^WMXA]41H9- WJYYP"/Y%Y'6B3A09.C IB MRC>&P_&"5'+VL4@%ZEKZ-/%)Z.8L;.4D>*C;6SPBRG*^I.LY\\R_; M6SO< M*GHN>1,J0^'VGU5F<>TMX*&K@PW_FYZNN$SY<(#/&N%E9TQ]AP
9)(M4]_>N]]_XU>X[4]']>XO'EKX0.8U>K+R/)EL2E5[*#OC]=ASQO"$[S$3D+&8 M^M+!C%1C%?"%2#"?CM2\2\9BW4TF9'RQC8.#O=QC1)?B8-&C;,&'X>NVA/-7&JX'H=Y MR:&AYRNZR9GSKSQ2IA1P\^$:_0U]D00B'._*\XN9MX(P 7()Z@S)-[\U&#N M?
D6X7_CE)&1"$^3(O@69ZTDK'JLSM#[# MS?$9;E;JO+O//*41^-#^\DGTNL?_?*9N&O7G+P_^KUYO[/T]'3T3S;/^/Y]E MLQLKEB!@9-.;XCBG-P4 4J'G^?'R"5I& [+67M&(+I;1WR4^'RU54!9)@ZV] M *+KS)"-7X0Q*.^\F^(A?Q[0?S$(_K'Z: >B.:<
=]4H]66AZJ"Z8PCKGM(# MVEN\I?KFO=3NS3N2TY9-=D/C1=O>ZF >0I/FX)U0,]1<:6$ MPFJYGE\B P8N$D;OX-*#,-GZ=RI!1VZ1,8]H7F>*AK,T\)+9K[41FZ/; A'[M4PDW)'6**MMZ0,,PWT?(MIA11#FH&Q[8R]B&H:1"K!_!RZ<.TT"B>A49Z-N3=^C\H$ON@J MS
H-M)5S1'L1#";X2F]BFVC!5:#'FDJZ0^PBJV86:R/W6$VJEP394M:-7V7^ M;][,^T-H:1^4H,2(C\>^QR"=7V+AJT=)!S+VXKL(*0S<2X!H8B[]-"[25"*R M*PAKK*(KO'3D+P.!>S()W4S&'I(-D8DL%U9!OWR:N]R@&X?/#CXU2E6,Q")T)$O*3O>,]T.E?-EXM
M3/07T.COJ6L^!C(FV-XBPJ#+@RDQ30=PHXB\SDH<#UD@HF&--H&B@_$)-P[$ M\=[I7I>R&<:BT=BOP5\'[!UN-%[7;C\1VUL%$Y>&N(7H>!ZBX3PKV.)Z$3O9 MLIHMI<.G*]+4#&&@NC F A>$@JDO9^Q#C)3PJ&R< ^0E\F?;6U@.!TO%0;<%
M%J_+IQE_NLK4\!R&Q\NU#D_9DIVNQNG]$>?TE#V2!!W56\G+S[LLX]QMN@1! MA#Z8HA$5TZH,%%4R N$.7U(HY05R)UDD;XYUZHMEMBX-"=3\I]O]"V0Y8 "9[Q]?-'JWO^ MI077ZZ+;/N]CR%7G]+1]W(+6W[Y]*>K/1>/PX/G!RSD99=TKK/U\#\N;GWN2X.
[_U\WPX'WF3I*5LVENJC5ZP9.$ MB]\>D3.IIYWQKG21B*"?7H6_T,)OHD<)@UUS7](D1%,0.K__8RX(T#OX3&^ARX.%K0&V-=[YP;UV$=I/=RL-><):Q!+:.+#G4CGD'?^%EE;Y:L\=I M$S<3)VAI]A,F'3\77V4H.=SG[:U6 /HT%FI.0M$4O52C Y3_"V[+1A&!-5%T
MN'L@_U/$S#WINP]=,4X Z.[V%D;K.!Y]"U,@:$",ZL,4I>T ,0 1_$8< 7K* M(*(,1#H8$@D_E(]9W.U+ODR\$ +]VE[:YHKN3,\#TI(V!$\T)'#GU]GT$E+QZN_P$#3Y+ MW?VG\@JHAXLAM&ABE1'#"ECF$A(V6,A_I[]];$F!IUP8!! .:1$&/QMAX.8(M@[LM'FS7,,^O,&]\
(Q1ALV_R3^;^^D.X. I[KU.P_SKE@>;VUI 0S@+V%#=] MBJQ>OD>;90B4'=6HC LC40__X\B /D9OKS,FMC[BEY#B"W5#QP%N.:EG: -U M-$$P6 9HM]%XC>Q@>^N81OO7&]$I8V\OG$9Z09](G%2X)Q $P5RC9"%DFQL= MXK_O/L3Z]$*GC?>2P@%PM#
B%T/EV:Y)O$MFF3+TZ)%[E>X/O@($;2PYTX@G M63 B%!W&&A?UT8$20^]O&<58%U*DT'XZDM'V%AF;<2)*&-P$B4!^6?])":K' M0@]VRZHRC+JT7="R+E]Y@=KLHQ_E(CG\I29^'O+96G7Z\ON)>:D(W0&-P3F? M4NV,>1DMNTWW8 FEVV0X04U,4X4F&(71$R"-
PJ>L+X034#\T/L1#RPUH 7Y" M/Y#<"$H)CL+<\HD73TB^A OI^^I*1B@4-MYCQ^IOY:0EBP^^X4A8\A'\X$VF MJ$3@+0J$8I&U,,V*BI2WH4GV+7#D!P-']BUPQ)'+'#$ D KQV&?EJ$7MJ:KT!1/"&Z3S P$I$@-4R!AN$4D!0DB M=/_@JA?1UZ28*+&*
3IBT#WJ&EZ^PDG>GYJQXD7KNXK[N"01\=:ANZO'GYOFGENA_;HF39A_DPU/X MN=T3)YWC2Q38?]()P>[W0Z]W#YK'6RUPWXA !Z#@[,2[HO4_S>/^V5]XO;T$ M W>4C.
(]T:8X(8SWB2DK;A1Q=@2Z^%/E^SHQ=]9634PYY)!,$C..)>*!3'\.-8^TO2%C,IF[@)9E@\EOH;(TY]>QI>WQ9!+8M/V]F M,RDRW",(3DZ!0.8 E=;N;G5V]XO\BK=<.&%DP@HS@<'D^C3;NR>.,7P13P : M+I@>"(_HAAAZ6%Y$$Y[U;_KI' M5TV+P!RRX&>6?
#4+V3\1WC65#OL*K5B!5=$Q>?;8!T7" MD""VCM2"#XXQN<>?;XH(N<]R\^K=<726U^6]W\$!'0FDU">B.8T\(+5O:F*_ MOK_#WF8OS0//1H/W/W%83XHS*<1)P_;XF46H6\,>OKYA\6(58](JVX_<,L. M&1ID>/3-29@B5?_M,$L[ON[3]HTS?(S3N--K'5]V6R?BI-
UKJOJMKCCK-,][MN_9DK>MD-8. 8G!P_&W*^A\GHDLT[6#O]6']'TM.5U4 7$^O=NT!>4S7B@); M59*V8-%;FIG^<&E9W"4XR%LSN\\%[:YS9CG-O.^?4BW@\OS76C+E!Q[^3:AY MI#G20SMXMDA5[S^VI=?LEMI(&IBPY+55>AK.W0-.8J JUW=C\@ MFJ73;
[TC@V)_K$R)-!0\=0TT-%4;0U. 'DIMHUG_PCCQ8K%/C;TL'1:Q M1!*PY-"2PRJ3P_V*DT/0DKH$G6O^11 Z4)6^])@^MK,*=4Q$-&W1GC7TZ.5E M<9,"3='^_S+IR2D6-$"D2J)9MZ\A(H940JLPJ"$6LC.T\A8*:< HBC'#](%$ MF+Z86V$UA*8R59&8*1GM
8EB<((FRK_MUP[W&UB""Q\CLH8Q#; 9,_SZ"ZST M9_IJH(#@4#9W3(9[#4W,G@_1:[FS_W*7GIC Z@+A&T;AA-,E4B)EGGW'.*R8 M C=]K, VD9P>7H?%81U4G*7C1"E74.,9H1\DY41XAA< #XB =^PK^TZ@K(XT4'V&11/0NOWQI M=O_*53=G+*,$ZWQ+9ZS-A-
4M=>6!D#.O<15&R;53ERAM[ZRQR?+U M)\O7#RO.UUNGIZWC?H9[+9(U2F= FL""B4;K!B(-&!"_1.,2ZL914Z-C<8UO M4%XXD#KV9YFR=AOV?]"<<$))%Z9(2O4(RC0-B<]8LDDLEA/H8CC$7-P(M1P* M+%7%0[@FE&>PI
4J&NTE%!+%MC2KCEBR]:3)UJN*DZV3UFG[G.,ZWXGF+E$J M;2D_QI.78-BBL9=/E"33,44X3A4:)A+Y%>X\WG<%,@M6U\/Z#<8N5*1T6/T) MWARE,L)$!:IL]8:A'+%Q1??^B9\+HW+G5#I=5W7GJO$>F=:!*B+%00I7ZF')
M2*BSXU)G%,QRHB&H<;E',K68KS#A%8F/!K=*%JUE?@.<:S:'FIX].@:P%OW4 M5RY&/SG9$EM":0GEDR:4KZM/*)N79WU62LTU1U61\N,,9>HGND3//,4KZG!E MWQJ(55E+;JBHPAIP/ZJFB3"S?%TCW":]#+.CM MF7X>W:M()M\7Z&Y/^7Z<-7E-L:1 *F-
0R&/J*EL.E')5=*5,]< T"P'Y/8]1 M3 /K@?'&0TF1!9&(]%"I]Q9WA=$0\3V:G_!S,FL0=G(H_9A68N+% MF/P'WXL4+5&09 ?,='C*['Q^5XAE8?>9AJ$/"&^7$RG7(Y[E494G]/EZZDH M3JB/.A;V*0Q,LJI@3F.V-;;D+HS*A GCF:/A?>+A9:<5'\#Q)?(&.C/GGA[]
MS$MWI+48TE!TI2#89FFV%)>#KPFV,Y#!URB=)@Y5_/6"./2O5 "_^?*:6FUS MJY\E2@V1KLJ+=7?&+;V\O4S5ODTV=*_D. ?4_G(?P\OZ M/Y:!L1^>3(:,1K3S].EHD" M;9OY:CXUS7\U7M6A_^E3"$3;(&WP*7D"W_P\3V#.?'O;6]WVI_]'OKS^I]; MW99H]T13& V)6.^?
FF<'7#.:TF%.#+3',/01L&$4V.9&8$?QG,N=UH@+__/5 MB@TUVN7*D*;3$!< J:\O56P[V!(&F.+4*3(9<&2Z'+$+;%60+;MA7<(7H/# MR30S&'MFR"G],*>>CV*%EVQOX:3" :$P_T[=T81DD5R[Z*-*-PWC&.0:K7UA M#[E]D@DNK5P]J@E*CS G,V%)3]Q[&0YK* 4*Q]*$-
DO!1 M8-(K3R(E:$U*%^6VCD5+:LIK_79#2,VGUGFKVSP3%XB4T7#%.>)2)"D+@KE6 M#>;I">N3GBN,YC2;MQ; ;4)RA/<'*S=KMYBO^/:RKHQ5!\:A[Y+!-S& :H>* M'COC$"YJR3[2#ARL\WPS53 F;:'1=$C3H&6&'H79TZ%-^&1[:]&#J-72);89 MKIU<-*#DU&-
NMGL8-(A&"&HEP13=,1N&LM&B(N013C0GNURMN> ,N,&M9=T, MUP9^ ;T[C;"^+Q5YCJ0':QCCI*Z*"1]6!)"D@@Z$D:$929W]7P-8469_Q,DUF20(EX3],(:3Q0Q*/9]E9*#Q$US/ME M9IC9KZ\E@O"12ICI 8%, W+F(D6<&S]688]"D$^Y,/NLAG2_QG93;08#=E(.
M(]K>RL@JK@KVZOC2FQ"1!;D8X7TCB1GU:6ALIG:8&''WL.*"VO04-6>IEJ=;KO"*+-A2]#K-6-BAPO5HOFB.VM6&'>TD3YY$U*PI%":DN)""=F M)K&&&?/[>&L*BL">T4"P5(BD5H".CT+-8G#"%KJ=LY0 .9\6!+_)'DMZ[.N8 MIZ\IS0.Z 2I*)-382?3]$1F7KH<^$2#"?
J*5#N-361).2CY%UF2&*&F6G&', M1^'(I8%FFKA7-3H FC/!P[%!/.+_&%*XQ[Y %E=#+6XG.%9X$V9$N!KBMTL. M)!;]1)&>5Y[Y([GD878!NR+R0S5_0;3?E%4E;]?&0G&L=2=CO1JBYC0.@S#: MRT-6P,1B50U/NY;U><;4DGFGLH M2?_>9"KI?I5M2_-
]XFH,X4'D6E]5(][068/3+.N_DA3>O8('UASA6/G^DP1)$XOST]Z&IR=8_.NHS 841)T1%E(MS'VB,M C 4<,P2,@A5$*)YC5@!$=A"KP-3K*F\2Z O9 M(=P:\0]7._6A&::=;"%AHE<@BO:.V3NV>,<.?MX=,S&-N0'WO/FEM=/;I:"O M7OO3>;-_V<4/^.
(=S3(9EG)+U!CAFPN\!92O=+X&X;6&SNH :C5%1)>I^ITK MA9QW VYQKI2"]%3&YX'H9IAYM>_1$RDH6]SE6?#&W_(4$G48B^L!(>ZC #(- M01X].SM>6XG-)0-90]LM_FY+5[1\>W9QQ?Q"]#N$' ECH I]&"DU*-->;ZC
MFN@@:.M%A_(S1[_"4J/1O(OU"'.WQB2GC[72Y7YN6^AJT:?;0&2'%B_V]/!B M!Q8O9O%BCY*'L\+2RUUY7(NM(-MI^NH&1-E(BL]JYCX>@Y_KY]?C[_^2>%H> M7Y*:Z^>>_/V[[V^>C/A>#/F596R?OE6%S F7%LI
M]_+2B[;_-.'T@VL.8Z\KDUXO,Q"M=2\WO:RKR92TO55.6E:%,DS+[LC!&N[(M+1+IG)Q9"DW'TG:C*$P#%U\-HW?B$X)@H+5P5;&$)5']]ZI@LH2'JG.VZA(F\<:.^@O6F?22&8\Z.[1Y@.=]#GC'-7ZD"B"&"KU>(8F6DLC> MNNS?.KZ[1K"87_U1A_%JQ3!^:QSF17-
^0O^FHLI/V('?7A\T'GO:]]C]U[C[MA_4-OU#+5$%=T2=KLD'>V+D$_H^RO,N6E.J-Z37-BH[]H+Y+I:=^4)^/>'.6 M3M'D$_]!/:XX7G=>G'5:D7ZVG^BU-4L]/;/4H35+6;.4-4MMNEF]"].I#YMD^TM*@O9[O\EFI^ZK196/#%%QZMEL7I"U> O/W:5=,L%WX4C(T5P
M6]R>/=%.Q BQ\'EI+IGG%LT]I>P@_GV7H+*^KT-R=1"RJV(G\@945P5##KA, M5;$^U8]>6'M&[C^_?NEL>)CH2U$)MCUQTL'" N+X<_/\4PL3CXB39K\EL&P M9MP^Z1Q?XBU?WSYOA,C[)A-Y&X\I\LXM4A!&$^G?:ZV6"9_WX,WE^KCK%H4N M;A.-
OV=T%877;,KHGG[YW5]$-K2(]I7 GSM\%?MW&($*WV=EE.^!*/NN'O:- M;W*]?[ZI6/I/'<:']I=/HM<]_NF/O[^GHF6B>]?_Y+#MN M8^TB@J,RO2D>G.G-LX_?1I+2L^OZ\3<8FMZC?6^EQ>6?_;Q/ M3(K7ICOQ B]..%U!>VI-5F.Y]./5PY%7Z"'*T/D#I[-L1<.?%L#D&$!N[
T7_Q*;,)@A4-H MWPRO9$*]IY)17+*BY#R[ST]E0UBC+GNWXIJESR_1RG4NQ)JGNO2(W4NA60R4 MV]ZB2+F+ZAT5(O% ZB]DE,S>_;A]^\#U"&]E8[HJ()93&%&Z>1TM3@SP4PA+ M&C [.MKH=5\'349UY],8(UH:/8-B_M#'RJ3)(E#(JGRJ&ZE9PBBM--I3'[;-
NEQ3N%!*JY=H[/V)RJ^WF.*W3I!,EWYQ2&PJ]E!M"A6A0(X5 M%$ "?B=VY"[GB\WRN,6FH".G;",HD*B_VFN\0C-,G=/ ^3X+[7FNX&+-5>HV M4DE8@Z5P%69.7)XT3'\/ \Q2.&K^<88:050SW"()$\KC;HI <)D$E.$+RG^F M+.# #8S7+ >N&59!U*B) 5=+V]]RO8G'
MI:A8VO*""*X6%#>%Q9.U8GF'*H@*R2RS($IDB-,7$^5BI*H:WL%%D_< %'5@% MF \7LBG5H3!#U$]@]; IU>@&1HZB1Q0&GC/__H[:+5; V1GN JE)L$A!5BX[M*Q6Y,]HUM>%+XQPKZ2?CYQAAD-N& 'OYQ-F9EX<5%ZRLO]%^,(A\DU#I7D MBJ\PI?
@YW(E(.KAA3B$SORYOQB9SM%HOF*K1CNVBY&',Z9GQ&R]!R?J])_I+ MQ:=YDTIV"_A(.US+$DL/)8ETQGJ?^(LP\J@0',AS\$^<9DG475S]]2]9=HNS M4NCYQ6I0)PP-W7PY2Q#>EE6CTY,*()=$&/9V7"9X$MPXC.B["YI2E*JE@QNPP-IRA7='TUZH=OQ4[]
M[?/&VUUQ$8&6%Z.Q:'&Y@9@*!(4#V&-%]3ON"H/-87S_^$;,^LKHV%O.UR\0 M./N]I,G&5U0\OF+N.%C=V.K&*X2'PXKKQNA#[;:/V5;?.1<%7;G?;9[W3EM= MJRC_0$4YK[*&H!LL&A87]]$#!41S[XKB7P4;L#&]4OW1>>TBKIG"I:8= :)1
M.AF0BH;*AK;5H8DVTTHEEG1" M92_%7Z@H[!0TDBO44]0-5I^9T_ZSXFB98FT&0E5=L;@#Z)$1U^ >&%P0EKV& MG83]PC@ZZQR3UQR13CDC?B_:Y[V+%O%H^OFRBV]8MOPSV#*5UD4+ M[!2K^!)=GB?$0'J7FV' S>/ M%WA5T><:%SWH/#!\DT@$?
N4%V&8RSZ5EHLUYF0LYH:4BUH>F\L(W7)^UR"MA M<=BPG=5*G6L>/AF%(9H2 S9ZL$\;F&2^J&QGO\'M^#MU1]JTB7QS##NO8K-R M7ST8DZ^NB"]R(?,8 #4"B4> 3!O$$HXOX*UE["#/#1@CW.![); MT_T9R;%@W);Q7'+X,* UU&H)0K.W;M,-IH&2$IG?:P'1BC-
4,N) IB*$17&V- MGYA,L>OYB5*%9A;ZJ),8FS%EL&_@T<1 (=PPXMDMR,*!G"AC3@^'-&_1)G. MC>00C[0S5LY7/>X,]I!7ZPX4&O-1,$0[_<+X=#%A7@-]AJUH9T6[IR':O:ZX M:,=YLGK;6_V.F*_**LY:GYIGT%/W\AC+L=;$Q5D31$"0^HXN>^WS5]]7$_^Z
M[+9[)VR9P6\ZW4_-_;_DGQ8@]\$5G:U,N!/DP&_1_1#LT[.J__JPI6S6+#O M!$2?K\14@UF.4#.@!^EH?R/*6"0Y:G4?V!N6"/7^8R3$9#8E2X+^6!I8 T5@ M,:B3 1A> BP'UL&8'%@@FX17A%S(^O"PT"_*$F7+220X*S+(O?L@!6:N'O M-/)BU\OPCL71OD%,3+TA9^M-?
Z+$OMV.MC'%@\4R+KL2T6?*W M+-NR[*?!LM]4G&5?M+JGK8S?VDBS3>"UVUM @6.V !@'PC"-2%-B\T-M04W, ML>Z:%T0:G608 Q#@95H6&NN9PM@+9B1A-FUB'M]V.# M1&&_*R6JW(7?VZ].J-ZF0/5^9K%R"]6K%E1ODR4DFZS9@@FM2FY5\DU1R=]6
M7"4_;9TV+\^LZOUS5&\/\7P8R"13/\FR>Y52"W@Z;4"F$0VEYQO<6\UD&"CK MN>CF]F?&_TT>W2LOUS^*[;_?WD)K= &,]Y7\MNB)!JG*(X#@4/HQN;I!3X)W M) >M7\L(81 S @YD>ASV@C9>UHQ "PJT01='4YOKG9+;;&]AN'FMK!/-Q:9G M.=
X34(XOTPZ^CW@EV.MX4U)PX.'#Z!,EDS6VUOF#!!28,ZP M82P>\;R% P9Q,KB3LGY!6<#LY+X/OSJ!/M0" G.]HP7(4F$EK< 2B]-0B@&B2+0D\+G='8*PDQ0 M0@JRE8 6@)D>8/M,PH0,IT"_G"Z^&Y/[0 MYIZ2RX:0,-M,V3XOQ \68#&P1_-
)!S5TQ#5915@(P_'!Z.>W:@S'-P@+21D(ME.$K&5 H;]XJNX 6 #KH(8JEGV.E<8O(<&)\1;D91WI7FJXP/DJG(^29FWIFUOF.U=G@,#K2MFSZ.Y="L+E_<[IS*<%!QM:PN5AJUTNBJ].H5UP< M/6V=4&1,M_WI<[]GI=(?*)7^.58!U2/T.!'$./1=SD9@Q*YYZ8V-\P.4-RF/ M
@I$>?(BPX.&RB5N00PHYY_84Z1&J<_$>6^.]",>#YY 'H'81O(AX(?(^GQF M_2ZEW$(FI-TAE%DAKA5<(H4$"R,/\1:92XL'N3QVA_KAZ!T'")0$TVD: 8M3 M&,""0\OPG/F0:C1R@GP@#(58'S5@5L(CI$]BTQK,34W[#5"R#Z2//H9$WO"(MY #FB:)94R> +(O2I8 :[)F2-
AC@;L1\CSM!QDW=HDQCV"*.&HU5< XT%PN MJ*$VRU-ZC^V6K)QLY:G&M/F47@;]"=2T:Z,D9E*B!B;JBMB M#[Y/9*#"-/9!-3F5GI]&:@&<5[329E; F)&#V@";Y6,@==)+.),@$863]>* ME!;2I18#W#(DF]:0= P9FWV))2UV][W&4X^U.]3*?)7IB!A^AKVXB)]\&G.%N
MOWW:YN1IUO;W4Y)B:(RM8ON.+F^1Q"3-B9TPHA_B72]?D' NST%XI5#=<* - MT"#R\E9E/&%X';"UAZ(OL[29*_(M<0RG>8@^TT&GK,+,)\3P M>[\MP4@;2(MTLV344EVB_EJA A53AO%UCNR3Z[_"U$R;XG<.[":%643SVIA2BJ2=G8,3E M!1BB!TUGM]
N7#8$4>N2%WD>UR5(D9V4C8C]'K'1L3]#2.$$\Y,LIA+;?4]% M/X(P6(Y.I HJF<]N&GEPVCR?$W&8ZB/]CV:%&["0'$Z%?/E($P1H_F-0QC-;3&(NPP,(E,G',W C8MUKADTQ"Y$ MO0><'&U!>:4!*S4F5DO?E;BW /EA#B*OT-@=S[GS(S5 M%?(2/P,'FAB8C. OBV&]&-
G^_E*/CVDP6$GEY\P$.(+[&PI8EV_ M9_>,F7&99;QA+./9:3G$P_(B?B&^T.T71W"]53!2]C36LB6H42],1;<_=0@/ MG0")>+?LF7N.KH&-U% N-=Y@.>3]6WK;KR^QTG[/)LZO1TUT4*%XT1D./5#% M%MC=6S=\?TCK[7!H>:G+ M9M&*B$U5YW\/.-)-7]V 9!1)5G-
7%7A(SU/O7$1YV9WRRG_9@YQYT.->SVU M=O)?&:+Z+[3Z+6?;%3N!'^>F\MU$]8Z/%NCJ9E/56]$4^Q9-L2EHBD.+IK!H MB@TA&9LR.HNFL&B*>VL.WS/"\J(:6KZ64>]K8]*'RX^?+IO=YGF_U?KPXO+C M,C/21B_R=YOT"C?+&/567;;'JT3 =O3'2GQ*)
<6T*+,E%'09HCL33>-Y\"/I M,7?B77$]#O5#(_.RF(4I1N++-2:%>>BBV?V__SZZ&@P61YP,Z>1>NYRKY9VX4Q$XR!2!Q@1!'B1 M DR[Y-]KK9;)D_?@V\62X>N7!2]NDW:_9W2/)#?.E4__SB-KI3(KE:W7GGN+ ME?:;T"W?;L]=9N.BDSA'T^ZB>;G#[%9SY#IZV.?
YBC7_F5>NY_VSV74LDY>? M.(P/[2^?1*][_.]GZJ91?_[RX/_]]<;>W]/1,]$\]Z__S67;&/+V$Z=19 UK/C&W&&=>'_YC$1TT\5S75XN&O%M&?]G7VWO8\O4FB.$[M,B7,FN[$"[PXX1IB'XZZ'\4BO=(TZ"6R OK@2D:>1$H18VO/"2 >F%(E*VLK M_8<-J] ?%&C;P_;\[C\/.=S?N
8[)UXLXP33!S]D9,@ X]W"Y%>[%RO%C%;B M*7/K;@DEN09/XP*>2<&*[.^V9X)KOC;'>>'[VTS3;Y;,Y1([K=0V1#6 MJ*;?K9.7Q-42?5CG8]QYNDN/V;W4M;) ?K'1)V0=%$$SOS#:*;" '[.]CWK5 M%$%:"[BO:Q<2N$):>"1[D;5P7XI>F_@965@7%
MTT313G3AU&L,/,J+X1!=H3R#6&(H=+.B07$Q+>Z>(,=>9K/1N9"*R6:A=<]_ M0)/D')0>!3L(HX&QDLZ$ M8F"QJDZQYSV3(!ACJK,,A)A?3ZFOV>)2IO@\Q#H.4TRDR)XNW31GP"\|7NJE M4D[.#2)E-G)VPR)GJYY+]IS3;]G8V!_(R1 (#4F[CHOYJK_$*=8;Z"H)/]
<\P>2[GHDC"A*]24.YR:1@(L@78\2$FSQT# M'R'"CBD3L,T/EQ_QGWK]!= @<8($)XK%3DD492!3;9?I>19CRYQV3[03G9%= M<64M&:$E2%5/G55OF4C&FV4((^=17[@A& MGY,*N^>/N.<@^BYN]*V0(RQL(9HCN+Q9 >#+P,/3T,,\>71=FQ/HU9'5VKD[MP>
OWXL.*03Q.^RKQZ6X?TRH:&7B06]!?NL.#JC]Y6;HE_4YR' 6M1P4QUBVNE^$?N-_3=WAX]>&TO]X!C1QXP.L)&B-E+4QB1L MV(&U-A]K\UEQ8*J>=IM$7,IBW!.?6N=4$?T"LVU:$]"/5#A@&[:WL.(=FG98 M$V3M80A7GQW;IF":KHV=0(.UK-QIH&N-
FI^+N]?>7ZIU1I6]BW52)_(K52\G MO^[VUH+/^-VF,FI+J_X,;0/X\6KW_(S#>DG,11R_!WCROO)LP=]2R=6GYFC*M.)KAI&6,R/'/D)LW=R M7V.1]#!XP$6OS55VJ"VXBRPIL*3@*9."XV]3 I_X/=[8#-)3OL%A]#!_L;WO M]KX_Y?M^4N7[?AQ.&&2HN(94@E6H4-
,OU=BR%,!2 $L!5IZ95I4I0,] G"D4?%=@?IS/@-\4:C M,%"X^5@]%L-IBSX$+$6+U581]*K?!)K@*'K2&8=<@!5(BKW]]O8_X=O_N\A?@%Z8HFS,=ZK/#E8 V#D]0^* M-<6-U: 0*]?-8?VL\I'VYZ8..WO#0O%OV,;YR -T"R>E4X(?4E%R(4>8#8&T
MPVHAUBUAMZB]50>FZB6Q3ULGA-0[:_YI87H_$*;WITFXHD/ZC83\0,Z9E#/. M$/$>* +H)5&*A:ZQ3'8P#".,_61TSE"Y)*S[\KK(O-EH-TI]]FI/IX.9B128 M0(PQ1TC+_="AI $AM)=&,&6,%QUZ/B=RP3(E&,;O 4C,*#AYC4Q\]]P$P,O M'&HS WZ&&D)
<*T@"TS1"VP*,X0B[QV?BU!D7NJW1Z-Q0<0J::XGI"G"YS.2\ MR20-*)X5P0MSPX?E2:+0KXFI"J2?4!SL#2$2?$\.8#+);$\T8XZ[*R[P7*@= MK@YV3PR.M)XXAFM, ^&>T'E"?<-B%QD@-NTJQ%($LP)/K<&'0Z6U)-WJ$)^O
ML2E%J0DG38*2O*LY(N^U/G_N]&E;O:1^WX(?F^8DX:9VVSGNM MGNA_;O:%SMS6Z>[T=L6?S?8?+?C!:8)XSBJ9&;FB) MZ1,AIM;<]+%=97I:DK)(N,,?) BWVJJ0A.\J3S/M_5U]:18-7[_M.ILOVCZ&\ F;91@:0M8JSZ(Z[*U^VK?ZH,JW^K/4AE.^M!Y'=I5 '1E&R[4P
M#7N=G_QU?EGEZVSD;BFNI)_*);?Y;H9=>>3%G1GF#FTRN:>43.[ )I.SR>1^ MK@_#)I.SR>0]=F"M+&Q]2'<O$X#+!(Q:*+N/+6*'N-[35^ MLNZCUHUR4F-EMNS9WFM[KY^$'ZE92/,9"2]8GO+SSDN.+Q?S!%$4CXR1X0_2 MB+-^P"ATO;D:::9!]K-
T'.4K4PS)"Q)=KSO[7-4PW@96@)_'Z\"E@FCD5Q[& M]2#&S N<-(HPB$@'0NEDQE,58.H!2X[O]^>GY_S*N!ZKX8 *?7<6=YDHUD+!-[IY_PG;88/1NI=@"8(A?$$)B;',:8 ^A5P\MZ3 DH(G30H]#1G0"<))Q8Z% M-^%+[<\H8HWOM!?$4Z +2"Q*A4;LQ;87^TE?
[$IC!OJENZJ-]^A^YYM-7/X: M&'6@1C[=[IKP0\3ZN<#BHW"&'\ C9'$'"I "@[<7WE[X)WWA*^V1VOY<7][$VV-_E)W^1*>[*+-QGQ<*F3" D_M3298KT?ZH%8CMB4,Y,#G&GSV/MO[_*3O\YNG9#O171;#<=KW1:![":*F2%#G(QO)I66-E6]@\M98;J_^$[_Z
ME8>P3:2KA()'E%AU'#BQ3&%CX"<7XY.(2K@3KS BQ..9S-<'I^S5]U>:]=] MU:N.=MO>,N)^K-17$^'.U2CQ%AMN7V.K.\6;%(-3:T8,6$S=S'EQN.!FH=4B M[MW2!TL?GC9]]#P$+G.<%^_M[U'\[S1\+Q#\DLSBL3?5!<\]?Z'OS,G^RN9D M?
THYV5_;G.PV)_OWBP&;.CJ;D]WF9/\!!]:*OE;TO5/TK31(G*Q@E#E%8T8I MK0IE=[EI-3@9 P%*PBPOR_?F8]D3[:$H]!L7^BWT*+9;[=ZHMD3_8XX[IR=-?NM,O;,9G7TL?+WJGM& MQ_\MGJI'SQ:&&ML4*Y-$5_] >U?
3W*@11.^IRG^@1S"2)D&,PH>]RJ]/=P_"@*7UNE9K"S*WM07,K$R_[MD$E2+N$M<+XP]AX@D< L(<:#*ZM59-H>P3K4TWUF MZ5 -U1]JGS>4T7&H]N>CD>7[K@=P[8P!LGU[XO@:J5]0]>=EF-R,>QL(+)(P M+B+2>\R*,.19)M-,'0)!)7?U<5;
[D#Y3ITADW4);76O0D/UMYVTZ#MD3R\%H MVKCQW%O;M]V^P+4V62W=?/R=F7;9:BWGRO5&ULR"YUE_WEB.;_D731>_3;%I MGI=\:\MV5/_;%\GV;KX SPX?E^<]/0H:5" @DI4JJF&-+A8;08)S$N*%'!9+ M^*XL[V7&DG,5*80RTSDU#2'JAI!9ER%$O?
#^?.BY$\\,P.T;GCVY#EHPLF;9 MY9K=<4S)9,4BE2M*LI?=MB@G"_!1/T&FF0PRBB07<>."SY]!([)+EG+ *T&" M>,LBU@/[&D9Z#2-.]V'DO6O#\S#AXUNW1":FMCFTIW;P\<(P(>X0223N1%2P M6,4"& AQPXC3"C@A [+6AD*A0-_29'D\8[NR?@=0@K\I)IZ-
"YH7.@S+KA= MQH6Q.YH3/<'\+[R^K;!B RN2[1,KB:IAWH1COI&E8/$Y10HY+(,A1B@W6[!\ M;"ZLAGMK0\"(#\1CJ-L/R0T=@/M/(5)^1#X?+JIX2RPXQB&)E@G2Z/(_09>; M+J/+E>V8SLB&.,,/S(#R(.W\R',2MPI-'B0$B%MD!(T5!HDY003.EVA+;[7
M%O]'ERV^3%=4/MM7V0K?@#!C/C4#^]8:&(X;&!],^.=8M9)LV,[@GU#@$X+8&#A 7-CL8P]""9$;X5K*##"B>F[$8T;W M+66ZVF=0BI?1N]>Q8["^(?B)5[: HF6FH)^[;OK L_'_;Z6$G"7'2!V*,Y-SW0"U_O1 M_\DP1[\[[H>I-9Y0?<&],@++F_6D9[$C+>8-PL/"OQ-
Y3[,^U&VV9OF1'I*4 MLXA*-33)":0HB1144Q48:0U*7^%T#T0F#1I$6&X6^5JFXE\%XN8JY<2I!E\S M#EIUN-&:]TR@5K3JA_Q94<9C,'>32Q0:T+E=@8&/@@5IB&>JO[_=-^"QX(O M!^]+P-O*!^WWHQ0L:*XIR)AD:%,4U+'I[:[S3;FZLN@2_;G/Y-
^1U2$56V,M/7IRVCZOFYT]#\AD?>+ MELCKDT3>6RV1IR7R7M>W:HD\+9&G*9VF=&=#Z:Z)G[TB=(YYLPB:H<-I/;$,8.Y MA[_0G.X%.=UP5S7C H.1]P.# Q>I=>XBVZ&^W1U< $P#GBX7L!V2XJOW]U9" M/8>+3&?FCH]3C&X0,W!/NN^
MRG9_>XA=O\%FG[/!Q\T*V_H"'U\!T ?+[-+8R;3%41(0Q;'!%EQ?C;_^%= M>VN#&A+$NS/:Z)GJX;5YG-\L!'<$^&:I5$FD]9/5A"RR=/E#/(3BZ'[O@C6>-U,)N^*>P]02P,$% @ F(MS69?D MJB$$RP 6% % !V:79A?R]R7V5X.3 M-#0N:'1M]'U9<]O6ENZJ[_P?
M<%/=76(5K'C,Y'2]:8FR>5]6U*24G-2M^P"2FQ)B$N#()G]Z^\:]P" DNS$ MMASQ);%(8F.$:Z A6]_Z^GAX-??OZ6_P]? M?2O?_?S]>/_W:'SZ^^'@/[^9YUGU4_3D\]:J*3M.E*:,CYEM$R*\S1[5.6KGR+XN?U@DE=5O]3/OOGE/]))N7KY\
[)8OT//LI*M+S"WCSSZ]^&;R_2"=I!:_9??[\YV]?_?*)^_%% MACLU664*&N^KL_'P:# >1X?'_;X>GW6'_6/3G^/H_[1?C0>[)V-AJ>_1_W7 MH\'@[>#H].\Z(W_4997.U_)AFLT,ONIQFM$DG;X9CA\^^,"IBG"N=I(RJBY, M5"9+ YU81Q,3P3^A_5D<%::LD@K_M&/HYOO
_"OJX%\VPY0A>G\]A5E:5 M64Y,P3/[]/LX>OKXZ?-H![OF@AK,YV9:I9'@]:299Z=1S^?P+CW\[=GO^ +I_EB <\7\'5R#MV*=M(,!C6]B*,) M*IFFU1J&D)\;>'D17:751916)?Y@:LHR+\HHR;#C)2Q,&;4>??C =7C/O:E_MWIB F)K1'D>')NPH?!W]FN*F2)-
HD2Y3G*U%FDS2!;P%QK!<)=GZX8,=]S9L MPA3AM, K3 +=X^X:6*6+1()%AN=A?R;1*BF@M2KG-;K%:WJHJP3^ =\-<9) MSS->FR=/=Y]$.]CFPP>P#=/+=%8GB\6:)PK7Z DLXC[@H.XIG_4/5P-7M6- MC< '_JSRQV7G9 Z.]@?]7X]'T=[H;'] LPGI/]K'X5;I-
#HU[V$'',I\'NI\ MTM,8XSF-=N =\K:3I(#9L-.)KX07P<@K6/5)F<[2I$CQ7 _^5:?F"PKUXO+!->TU0=]/X_E[6 TW!_VCZ+!_YP-3^B\'@[Z<,!?2[,/ M'JPTJ+#!\?#PU\$H.C@;'(ZCD]'Q'D@*U]J-,P2-P?2Z]N"L!T?D5A-/TWQ# M/\-F>0'D&]@7.7T%'Z45S/O#!^5%?
I7AH<;MG50YKD8$/S&P;T%4T6Z')]C_M\C1K2"O^?X*GX%5>%/D5;K5@2S>W9TS-5/P-O-M# M#/!U$9X[]U9/!+&4H5%/X6(!N0\"&;99@?L-/@TDS>LZ M@7T'XP_?NRIR:-=P*R"(EB!NL^CJ(IW],:.C%)47,(YH86C^[710%^P?_)O" MK."6\)Y]^ !_%;1].R//G//?_-
@BA_,109^F13J!)<'%2K/=Z!2^:\K+6%\2 M>TN$K[-OB$6\V;DX08&V4;YX]PG^$#:+_!27HF(1C#, M^#"G-,FF.1PA<34 MS0DL/$I(7)8Y-)M?E3]];F7CM/_JX__1O1VT?Z*C@*<,R3A2HLT%*G!L,/XJ/[^J@TR\K,MZ?[MFW^Q^_1%FH7-+LR<%>,GNZS[=3W?
V0]X9G]P,#P:G@Z/C\8@K/;VCL^.3E$F MHL)T?/H&Q.7I8/1V,!N&^"!TQ"/_EA;BR^B9H0XHD_+IE4^9YBDKJ(L=T]=T]>VY?H',1"AN\D'8Z;@;5]7)(MF!MX'^D R MG8(,J$@TP"]N\9X)B>RR*FKX!C[%%HI9DDT-WVJO^_T3EN\+E/B+:0UB#V:A
M=,\ODYG9]"@+2^J+"#/H_PD!;E)&CLJ(BK9I,DTFR]J&8\>VZ0;%X<$@S"L MTI;3"S.K%WQ;X W*PR]YA6+2>.R_Y;=XR1HQ20LSA\>@IR5=N6VELLZ@\9+7 M[RHMP>I8F2G9%;M;,7I'Q.C3CQ"C:&^.26B2N(R.#Z*3_N_.'+\[DO/VK^F4 ML7]*:V6,Y<78#,
MQ6\ZQ%LH,3Z[6/CR&R6BG?(4MP/^TRX6F;M?PWS\5:ZMW1I?YFD M"S$8^?ZSID$!FCUN^'H%^Y!.A.QTL%5@CT)S]&KN@1-">[__60-W9M7 M(K/0$4A3D<]CE#Y7:4&J%GPU![E1-KOQ'T6)>@T,A?6R>W@H)G(H?C[[983V
M.#M7S_P+A+:.O2=HH44FYU=T.W@./L\YT-XEK#CB([C HFC"7],+& *LOM7A MHKG!$=N;(;P1^.V34T5S"55:R%U@\%;/V:405$WXPDW.C/S%N0^%FC=4G MH.XN,ZT+="ZY=L;6;]UT++MO N]ISAN4FH+7\H5=YL4Z.@*E.4+?N:K_$[/(MKWHLF-P%:[5Y])K
K0F[NWF87WB3"QQKB>?7H>7M!V/<:^%7'HHO/(KL9 MV@[R"3L_1!50\92O5GF9PEBHT4T-W?*=?6J[Y7_NO.7]68+G0.G]7Y*IM@^[MT7!.VT=;E_G:M!@I*QNHB<"=CO#S0>ZZ3 MVGHAG:8)GZ+/;C?2J_[/HT?106H6LY] <3\W+Z&]?]5H]\)K7T;'*QKL3_A>
M&7GTZ)$:4_O#7[6C_NN_ZW@]?08#A6U@/WNU2*;OHJO\6)Y6F[3_?Z MU-WK;^& 8#QC#9).)6S)=SP)1E&UG!^]Z4O[?O>I:%51/@696<9ZGP7G'PZK M68#Z2;%<\FFK,**GR)^#!Q%^/: WPK_WS3RI%U7^T=HA+C#8*A(+=4P0]-$HJ9)H#!]$0>&K4A-.'4A
$6IEO82N_13M MI#W2=KHMX:9$;UC49>W,G"KBR*OS_GN6MDEH?L[AK?":UF#MM\MZ7@"VT:L%QO+:HAL3T6+:0;Q8]>(<<*^.J>1T6AT^7!6 M3>N"X"L7?DQO897Q'FK8,_\DOC./?KO(%[2ZR[1>RC%$!PJ;5[H)<[M$R^ MGJ4*"[R(-27[IA);P%N:U2O[CN
H)N>@K.(;13NIZL '9;?CCNQ'C&X6\+,(MI9#_BQ[O^:N\7LQ(Q\#)\<]AH)U$'A0B/(:^2OHU[.5/XE)ZIBZE$[>-AKH4 MLLNVWB9W[.W5".!#\GNQRE/AL=ME+H>VTL4?;-B%63<=;VGYD3Y[5UO7L.J,G-.B%
M&+OK$"D0J")J/^!DWL.]YSEU_!M:+AM/M;*7@]>AX5S/:NLX0Y&:9G5RG?+F MZQ;!NOOZ0A+-T_=P=:PH%)#!/4%".I#W] E)ZM0/[B6PV=,I*WV"R(&AH9I# M,* Y[D5H%FT55/97Z/,$#>C%[N/'_]YK>FC"&?'$>63%64&Z[*K20?-QG(+M M4AI/GZ/>MKQ-#%.T'X'$6
TZK& M>S"Z2N"10J_NYF)@Y]W$P8W\!YR9*05729&CAP@#7.)G<&/#9C#DKFM"9N[A MP?&LIF??/4873?2[20K5T@(!2I'YY:JNV-6&>V22E"E-98*2"Y3V"Q!JZ&(J MT_>@6NQ FSV27&MHU +11*V!$S'A=9VA5]LLDE7Y!<+97WX19K[TP@L-ID0< M].5+/:1BP*
(G2TW:F_QZ(2#B,DVBI(;^D3X[7<"*H,@#DP<#J8B\G".<#75(M3V F'#M:> &%"0E$I__AM".NH.Z8Y-V3M!'Q!<0S9B='[RRFI;ES9/5 38 MF;K%D%B/#=1R'8*O'<06- OWOGB,8_)CX.?J0CPA 2,J18L1/?[K<4.F^HR M!8GC9-@M>M_5 X*C38S)@I:H(RI:0G\!JA6A?
1[8','DLI@MZZ4HUKF8+3IV M-J9SP;J%2@3^6/?I7.88#F6,?TP,AMFFAMR),X,P/<]73^_#?CC#@*T+&G[< M@/B4&0(\TY EA:*Z.@0.P:1LP)-ZTXLMM[1*<_F^]O?+9 MP=!?_AKS' ;]&0COM 0MA,P#GB+R/O%5!A]M^ 5NSN.C0?3F[&A_--B/3G\;
M')W^_NA@^.L@.GUS?#9&:-W^\>%A?S2.=O[MR=,7\>/'C\%.ZK4<<72]0:Q. M%WE)WH"Z8C&28RBS;%]6>KP]F7*O30H^&70P7@1PO0T*]IR8#7%_@_H?0>Q0 MP&T.7O-U"6NQA,6K$HR!XS6F2N.^IK1X+LX-;;7"[P$&@6,P;=_4%U5&MUC<
M#5C<9Q^!Q=T[/MKGC :$X1(R]^L%X?[UI_K9[A.0;Q85=P)6G,$?X?UFSR\? MZ8$+4UK(61C@P3!*VXW9,$*<\;%R+T,SQ ^#\B%%CY'TQ>9.D8Z(#*,:.$ M,982!$&9E.SM*]%+Y3R94KPXC+ *V&7F-'L&!BY7"Z.*&_V"S0 PK"N*URKR M43](>C1ZTO(,),B:=-
@H,ZCR)O!*U"U7<,> MHJVQQT#93SM!&6\C'Y-%C5^ M_5G@&1\8_?D8((<_!SKZE]'I>@6#[!=@44Y?1D?)TO ,'>4X[J(]25]1,$YZJ.$;F\;+B/4I]=6$1U^U88'")Q:TTE/.",.[M]%RU M'L"B(,F^!&O#@5\@E(M: N-
FU+';CT@J<0QX7*;G7.$]D]T.O",H*D%+\$HCO4_P"=T:V;Y591?9>P5 MPU_Q7"=3YRM+BK2D8*SS(HE)1OTM>F)NF8>\G15,PO^_]DC)7B^_'JC42%#LPY.=Y) M*[F"=[B<[&[MQ]-+FHI0RY3%>6VX0>$/[$B:\9HV'[&ZWV%*@-ZFP\RJ;K@K MC?
B6&OLVVF'MBO(ATFQZD;//@,IZ[A MN-)O.\[+A[TW(\|!9\(*-8*WZ#(/#168"FSAA)\D5P_I>H,%/Q/B3"D:2XI M ^;]RH :[,=5*,4'P[B$#<1U*#L60@^6Q$EU.RIM 5Z:?]+;_?1]/.?4,GN/ M](/(%DS/ 9+1'-@LC[%-)^Y.4-3(F&G?#MC:'%NC'>421UR&,B[9MRAQT([R MD@?
9^QU$8N"60)MJX^%LB:..'>+0D5E>87C=VPTB8C]%E>H\4@Z-;QWKN@A) MUPJP*.Y AY#/\IYQ:?F'Y%FH;$EFD>87<?;:9<4$-LVY2T_R(=\>=XR6NA!F50IFB/FMEA6F2;?$!R>:<&O:/>G9. MO=!%\#H:@-]+'\$#*[CS1\]F%4K>"-\(K)L168%(%[GH=EIT.FO?
FWJ/HQMN MMXO8][:R2+#&UK]I:Y=>B/@\P_;^1=Z5D)>E5*5/\ MBXR'0MJY@S\W$! T2QYK%"ZJ?L?"=_:F0,Z7-7$.&"Z5%BU5=LG:YH%0O!8 M6,!NS02_XVP-SXM[?4)%L%_QS,Q!.4W17MHT!_X&9GR@M[T\F8V-3:#3F&L8 MAW-1^&*\C3H2PTS4!&=NZ@HS8
F;0;(Q_+>[GPA[0@8,6X&EA)9RG';YP]LK MW+2L"*EM\]Z%*6F8:,&!C2!9O,(MV:*1M.>+MA9LMWPE>PU;7R17P8ZSJ,\2 M?]JD&],P*"DW8.IX!BDT! L7+?/,V&Z?941'1YHN36P?C.MTFG08")^>>.D. M7@*3UB4PKPO>":+Z7)#X "EK[VB'?
2TI84LV6AQ>%'&@MGB.'>L&]*ADR#]X M='R*'^T='QX.]M"5& OQ ASMTJ%D\4B(^2"0+_S&E.@L03T@X7AL9G%_52Z9 M8\QWQ-)OYQ9B@'DU54GC>(]]YJA_+.A-.&=X\G"_BD<%__;4NTVW6EYXAM$& M<(UO,) D]OA;K#$B!DARG]1967F-
PCDK;J=_^YSN_JMU(&7^$N1X_;W MO X*5O8QF))D)C,_6=O\G[@! 0]/_/8T!F#G(3NN!/ZEF\@_@[3Q0X)'RW_F MG1(Z%/ O=[QUK_-WXGWC$\1+*7LHH(G4AT3>PA-I)5 \TE=<\YCI4:0P"RGH MAWBG+8SS.YK&F? OQ+L65WRV#2'BN)]M0XAW66
H,/\4290;VK4[E)ZI9 6(MU:;(F/--.4]U;%E_'N@(Y 5("NNGAJ6>&J:+-12!\ISEB"(M-AMV3L&_\0YL MVF5!^ @%X,,' KE-R38@(>4NGECU=N/<[V&#Z*DN?500-Y;(P:9=CA%B9&DJ0Y)V<9SHP"3T-G;Z<]F9BE595"W&KR4K'CHJ&.*SK!?8%/IY> M)!FR-/'>F+)%Y?
D.90$?/@A64![3*5P*FEWR/]E])SXU96)ARS+X>9!RQVQ* M$A02LXYV2B&QWH2*_CT)N"+I+2%$S: M%A!*;537-W=6@7#A7,..]":["-<)FUDVA],QE_.>:'13DZX])2K2_$R;%Z]+ M<]$).J8OR72ED^>?/ICF!UT^;M]Z+9><,H=0IGFX$_/9'2]B?R#)]()*WI'C=RZ#
M@OV((&NE^M!XI8U4NEC"IN/PCF^=.5C!-=+8:'LQ]C>A\T6:/\Z59/\(AB(I M5.(\?"!&<[#EQ(#'8'Q&*E9,Q'I%Q=S,"!0IC?.-@#A1<2'VW!2#+=1_\IBE MU6;_PL,'.PO1)_';2] !00X4:R4@"!++R,'I\0?![>U^CYN(@ZC*L>9>&GKD M7B79NZ)>5=,UX5E(.CC?(VDS^ (T)$!
1Q/ITJV,WD'8S* MT".D MNGH)ZBX2_)(=A>F_ZG0F&W2&^K0=NF/I2G.31$_?("Z"IHH\],R839L\4.G M)3'KZ4VW6+#+DS K5=*5NCG9,M%(>40]7*&DX>3 M4R0I!CK5UF,.\Y:HVBEU#(A/WH@B!PJS@GF31]/!!PZS< MD+[O 1VZ)I9=FZ(VK%$:PK9&9EJI>H
4*W+KS@SJHU-O,SU\H(L/!W!%=XX0 M:_'6P%F#8:UX.SA]2F?5I7KGFX.?NI1E8X-@#:C&0#P3"^06SL-B(7_-BYIS M#]E(]$WI.K-BASK3.8Q83A+N,WOV0 QL!JELCE-@Q.!?@4J$SWNY\3!/E%L> MS9)E@E!>3H*W_@DQ]"GM&_CC8'B;0 A)%XX0F):5@1
=Q/E%C>:_3T*OE4=A7RJ5%W-R.V,=K"3&="/8:4E5YHQOTW(E5EZP M"'5ABS(40M;M8U_JWAE[6G&G!]SJ4)?[DQ/NT0YYE_GJ 34:-'0E1'[6?JH M[<&9JP.WAF??>&XI ;;Z\YHEY'OB"_S]B4E"] UNQ/]P)T=N'-RX.QX+]C@ M\/"$ND7BS)QC,?9 --QJ8%AA(-=&\?1EI-
1?2H6Q"2@1<)RKBS@Z+T"&-JZC MJW2QH/'[6]+KH9XV=T\#:NS3[5^:TLZD+6:8>UO-^MVL)N4ZZURG39.P>S\J MQ$&RIX-]L94C+$?FF[!APKJR6&M87MR\)+8]IP^J>9Y'"+<>W/HI>[D:/K+= M3L"E$FR21SX6_GDGS4(G_8WA?%;;)97
8!YV7F1F;7$:#86CK=RT"^WP;@<5Q/]]&8.^RI#S?)"G!MH&M1UDR#%YJI+"0 M]T LU'D@ 1L C-SB\%I%4M0PZ4(]2MN-V\XONJ"N=??NL&Z()\3\2B%:'$_K M%L-OY5W^XTZ;@XDH*_]G MXH7DI_E2:>T7'W#35!(GZSBX,.;6>"9C$!V%8&WRNYW9'!3;\'NJ;./DOT:^
MIRDRO[5^+RY"QX@ECU/=7#)B.W!SI[GEV99%%1&JLM?$_X'+(I$,QOR3?%5=>5 M.MRZ9-G$*!6 :Q9S@>W[MA_:(B?6A0<&JU>0K97;@CWV$P-U%"YQ@T>WBX1, M.%^6+9LQ,84YS\D*N0F<.2G4).AENU[ZOMK0"^;>.BI(0@7#T6Y=
M3_+"YY"+:"L]54=VD+CYR27RAU:/#6N*V2]T/RV2M02]+@T**G34$(FS6$3G M14X\KASUJZ&3=/MD\&O,#8X=YEOA"FBO49*^G\G#$\ZOI*G62)M&$SIG7=W] M06KH5HBP$/FCI>KRWI9D'#GLM\GMZZ1$DVWF,;,-_LYIW-_\1 MW^?32^P-
"T<9Y8Z)8,,IM60E(,+X*3]Q0$+Y(LC^#Y"&6B"X4;=L7$_ [DR3 O4C*K2X6$<,+(]9NK)8 MASF@<.6=8UC>]HN)'^]=)%?6;=[4/GWTCIB?R\2JR^9CNXQ%/K@J*;,(3-&1 M3F;H#)13+8E)72_;O9<07M#7U"_^XL6 *#-.&C04"DJI4FW&L":Q^UFGE<0^
M06H0KL'KJ82HB:N)-0@)+W.ORUSHV G.X8B#)L063T!Z28M"#SP. 8M,,6*R M/T.+'Q08 @O^G16/ZPY2R!_C)$_(#Q.'F\ENNC# 21NF2JL%)P$PUZ4RI5B] M1,*UJ$M(A0=N*ZW,TEF05@*24B3E7RL%<).89.*KA)F<-B-TYU@$A'VO6/%# MT?WBFV7Z(=EF)S:%XY
M#PH:"Z^_/7*9_BM@YFAH.[%/4AE)T2,9>Q@F1H M_NR'&-[*";:AGSFH70H6D #QW)=AC-B!;6[Y?*.CW_3R$]\C@R7"1-P8A1+[AB%=]^@'=38R;C*4I.T+69F#T&VWB3J-;>H.*B/: MN&+_H$PJC*=IHZF+2%(2!=:YQ[Y"9/TIL*@P(IZQS>MZT4&8I-.A,.O&?H]L
M3U1QZH'E&M^R:ZAOYX]" [GXSC#E'5TEZ 4B,4!!:_LL9Q:=KWJ8GN@/69$.&:$% M!T$T(Q:)R$*8EL@_[QPVW6<_%L A':%<#U5,T6I""Z$T3PRK":@7:M MF)GOLOR*@)2-I)<1+#DT04[\XSF\7.@=X?ZOC.2P:&X_^]^OB;"U)#@C8/#9 M9'-1TK,ZW[_)-Y\28F=U-5-
1RP/4NG:3JH>'33$)@Y=@Y9K MI[RA]=UHG&93MJMF'G7P$LD[,2B(8^Z:1] C'!^A#V'D&^ B*5UP<6MQ_114 MZ'G!A4CPGV-)[6EP<39-^G#UB7N*U%L.62 MDXJYA]41"(C($WWT809=&5VF^2+A="'*["?M948'@[T;1;TPPC#-OY5C[!>;
M^W/>B=OM#H893R255] !I= H8+#O$A-FR?3U_6-EQ*R*,T[@8>2%?E,@X:C- MP&'IP_:7L!:D4X)O,A[%Y=>C22J^MM1XID5@73G[IAFO\-Q',"8NC(M>5/$R MW;.BG-XV_S[8YD-KXYO=2Y@T3EC?0^ZL=$+8B/+/ M>*B)LSNE9F)GZ)BBL]HELZGR(/?O+>
<(021(#X\<2C5EI8E)VHB!@K)A+F#SI)GX1= M$N4LY(*VGNRP"9>+XK6R;I8%XLZ&M=&#I&>+SV8V=OP]R4).X9-$6&-#!I1S M<5^/S(_!D3GC!)@3@8YUUC.D8L$77GF"O%D53^!J^7SN0C1>O==_>Q(__D$M M>1)B;X?[/T7/G[[X_MF/!
/D[=4_1^KMO625XNUV4&>C:^0?=6:D MXO@/!YOM .&3^RSSZD*U MQ=QRGOKP" PR2LQV[67'6RIV<5G=SN-$7TV=*XVRJ^2EKDG6NKH,4VE>%BH;U MDAJD?&T:T^KLZGG'"+CY,N60$--'-'\1J)RVRIO7N1;]33"BO/!_BV=MF98+
MDY"L=YG88##GYQF6MV5E%XZM .%X4O#:FR:H2-E"XG[.N 9<2?@S"HA KJ19*U,!.O-;\0)D!%@6J0K"0LH#B;V M\DEXQ(69UZ7'=(1;"W1 V:$8FM!PS^;:;8;@L1$B3S- H22?"UTSIMC9\@@&;6.(W2!X#FT)'
MF(0EC^U2N$@.#\!N'^R2<(+Y0DPAO\ICHPPE7LIUDX3C[RQ !#-V,[1S"QK[M4[+X:5<=&".*'K)2AC #!U9I26.*6Z%O)(^\X@#TA,N@\]$CX3=R UL:0"\% MN/F59B,X"C^!#3BE)59"++2(UAHG[#&3Y:\GD^I MPX(BS1#1"T'2^=3*RK+!;V2E:3#&QGI+G*A)E.15 B'?
O%5#D<-3V-3FCA@A M4$[*;[\W3:^C./^;AM?WF+P/QB#_]W'8?#[!P?# MT=O^Z?!7F-7C7P='_;/3.PF[_\##V@3I?]P:%7H&8P]6Q\G(&P-G:"G,&\^DW-&5;:%4XTDZ21WA?"UCU >9G+T^L;8[:,\]U"&P)HPW>,)L=_=B%U
MXFBD<28?,AQC7BT&D6DWW:>9"ZOR[:M.N<&6HWW,FJ-4-P(=.\]9!]+<6+&0 M=43TO +%4TRTV'GVN!?-DG7IE0Y?)* ^SR@TPNTO818NN"[W1W4M!>^X-8R)5&IR%U#O MU7DK)1*ZX**:GY-P0JHWS(7!2C@.FNN@I?&HIJ'"S1W7&(L"R](M@DKK3)!D
M*-77-.4HDBW52Z_T22+]6L\\^)Z&D_#Y8YX=F#B/,[*#2+\+0M1PYY/-MTJ) ME'&^0(F+Y+D$C/>&XD80NLXXB?>E5HSZ='M2^F@Q:KC4AFGHB7&B@?.C1]OY M#?:B:+C?)4>IB;6BD+!K6(C"K /_%F>U^1:NUH=Q>76=>Z3)GA]LIT3^U/1R MPW8CWE\V77?
ZO1OO*]V=XE)*^+K"OURQBI8_<0C&TP(W!#]/E4^!S?E7-[_R M%K F&"",3Z-%FKY114@6"^-Z(IM#=0=+]-[]*3G"U7D892"Y_6C]#32RC#*IK2#A!W]/:PQQ#?2FHKYICL/.M%KS2^ MOP_;I+63E!LGGS*N;6IB'WTBO]+$>T25H*[IG;29 0F&]!Y.R[)LV/3XEYPC
M7EQ8W5!843F!@M3!"NO3$7M8UW7E>>B0NI1W@8(F>-1^P8_T?<_FNGE)LJ4_M5XBP8'3-9'U#\'DWVGG?M5A,]5RECKL^@#EVI['X$#94=EY'2^Y!DE/B#$:1* MKYQK8:L.&OY.).#\P])=Q*O[OBTFA3=:X&4QA<51Q2-X?5JN:@4)"(4?
G^*+*6+1%LH"E2HIH;9+/[ER] M U:'EH'];V-6DHS-M2$61LK $?)BDN?O:'?@,A;",2^:5,>]BND/5KGNRH!H M@K<^T$63H$\FMO6MD= N^W&5S[SC- M#[PG+]&FE>0VC3\)DHOKF?0G M ;UA7::6N\"STC3@Z.9_%U80S0A\VB,2LQANG$ ZWOF\(BX]M RN<#X-
$8+A MV53H)-VZ].,YB70*CZ;SWD?,\8U,7K('Z.)HTI,[>*DC+B;(LT^%QQ.Y7-89 MX[GH<+2T0SE(1(*?8CE58X$-]R<'>62GUK8 MCH:*_/1>"4S/)_JLD;DL:&[V@Y(H38+L9@5U-9*2;:[7M6G)-5:<)!\GG$Q, M=87($B?
QKM,@.MF@5(0C.6AN*>O8Y=W:IW&D_A5G5+GOIC!K,/T%NHHPSCSE MC UXI?"AJ+0>D*6);]]'PKE[NH.>-S,"$'"$GYTZM+[(92YX?LU]Z"/\XULA M_'DW*!Y?(H?\"9^YI-B^*_WR+C'B$V(NQ94_WX; M5,=Q?[\-JM]Y.?:BD896UH6+"-)-
V%9W.GSWZD(+Z*>:K!_8N"$ BM M:&%(;2)2X\"(I%]PX$)P]1_4!P3I@.:\MC+,!A=!W+2,"G0%M]T,?C%>>=S,N M2"FTG5A@+140I:0+P%=P XL*1HBQ9*DJ:=NWC#^)DIFMSBUSTW-YF=T/-OWM MH>NR8<+S&?)0F" WN.8B_0OGUNKROF-Y49'VB(M E:K0\^%%,?
SR5;14B&GU MRDV!VKM,ZR52-F&?.$(+O=K@!VYTNF6!]7:C?K69C$86+&YF$RFTRT617.#! M#I]_&@(9L[C(=U7QNM.4.9N-+Q5C(:BTM0"9_/R.G-AE=+=\EZ=HX:&_D)* MS*VD0INKZ3H'G2 M.>QC&P*3$MV[KM(0*_[%3%**R@ZK&N;@V\"RIB-!%N@. M!GR8!
<-'\BEG6X\L^-;9E-(NEMA>28":/.(R)?2QFO>[-G906IFY.36B$S>] MOCH",=M2ER/!-_*041G-\7IV;]/NOVNDW;NPL\GUDK9$S=*AYRZ]7D7(76; MPP3''$0M;']HR]&."M[7Q0N3R1T%%$R1=>SP NYQ16#R;6<=]IS5Z-G%@MYO
M9(NW:GB3K]_+8&2GE:WN=0LLNZOX)#)C4V)9\$QG]G)+"N6640HATOG:&"W^ M;F_HUC,=WK2PUAIY"Z_W2S85"]K)[;S('T-3D[)Y-MYH94YJ9 ?2^L$;WFM M#Q70G&L)V 8EU@V=:GJ2&LG^A[A%N@T_RVAXB(O MHU<8M3/Z-
Q^L(9\F+YZ_,2@6>RB)\/3%4E6$][#,>$M@&)QW,WF"K8JMJFV0 MLXYA5TH6+EU&*%G7H,.*+H@>!"^SP-L&S Q"&Y*5I^M_3I[\:$*3$5N('M40 M]RWXX-[^?O>I5%SQIX=N8Q(4*X&"Z@]%T>HRID*ATS:KU,U. M6!7):B3>F&NY)ML4F*
(5&P=ZT33XKHO).QT=!0;%ZW_#6"I*R 13L&Q?&UWD M7]=&"A)A"?@+@@3W=9\W4OX/\^F[2?[>3U[%[\]6HN1T!H&"XKF;1++F3$=> M2:W45F-1U99"F'10)O!//%]X6PK#6ZRA-?M)2"C%]>>4 G@N>?NX>6P*4N/J MWK2I2I&54B:3,HQU7S;R,CUU2@
M84FKY#(O_$H3#K;)E:-]N1%D'MU]YYL"U+9H\/IOE0GS%PN[MAN@ H]F'6F ^N-Q?FXQFS8AQO+NNK*U>AWP/^<:YIV(Q5:_X8N1LWL](G:PVI7:^2(1T@,PDPQAU_X#+12#^.GCA]1TGYUCB0M!<& MS''?,+UBP57F4^T0[4@0V@\ MV;843JFS[-'-
F2_">DZH2%>Y47&Y5C1>8FW$EQ%EO03+K/A=;&N]8 MM;CQ#]NX,8[[AVW<^,[?A(UZ,Y)2A*%:[VYYFV3)N1CAQUHUR+%T#+)SG, T MN]VU9NS/\4?N#G.12;PO/,)9?H "2#X@Q=&J-2R]O.&RD$O#9D;!+;!(0=S/ MY,=PC9<$;;Y5]SL?98$%]P:#9FU#
<70)EDY6P=.*?_8^B.D]_VW6>&&4');&; MHK*A]45$_!G@)*M['H$H'U!9C8",Y76.2X_+$]*DRC\") -_WE]Q@Z+O_F# MNQS?4_TS+/7QUA3GJ('!]NA/87,%JBA]*3XV!8S>4G]<=CYJDPSYP)U(?7!B M82'KX):MVU^+@14_"!S=R7U,J0U#A064DM\KMS/[UAWS?
0B$.O6+S8 M)93"0I[0FNV06G.";"UP]7'Y3S>7--3.R-$>^P+8UVQ=*[L1F_H'XKE,J+2[M^#QG>3T!<>?_7I.E2MS$F/=617N8^G5L#6H QGASOOH2D*ND3#PW*OTY&RQW+ MX"N;JDSOL7\I4R3)5.5)DY *P;CX:US6VT'4.3F%=@ZE7RSSHH+-+G/ZMU),Q

>30/9N%ZI;Y)QD5'6OI%5AOWV%O=H4202Y_1M/C' M=YD: +B_SL,D[(<3S#@3&Z1:D\XA?8Q9IX*>'"OW^(7UM12G/&WRB9STM^VM MG>WWJ$ULLG"4;#;%AGKO)F'_IY^DE0VLU&?P#71Y@CQP]&\)94A>HM&U"A A
MDC>YHR:A/_92TYO3NRC>@WXAO"T&1IN$M"8UM2LR?BZ.^URSRA6HSHMLK)G" MY@LARZ/"4M#WEG +)'PA2HN$\>5TG,HH="5[!]X(HCHQ4*Z&-=_>/7T72"!3 MD]!.4\UQI\#7'O:>AZ]B'-OW?^(C8 =AJVV>$$7&HM@H $\#:L8'9!]H+/)& MH)Y XQT,B]+/T'?
&!20ODJ-S4RQK;[N,9>&Z][;+6-92W#+SK/:=3/_?=K<* M5GN[V6+T.KO==K\UWK@5OZ/; 1=VM,.&6280&(.0RF1>DG=@A X#+35S&J8$ M<@@B8;36 K,"[Q0$N: $#,K#?(-AIAW=Q3-;D,L--7)@\Z"#,XPL]?Z8)AG< M^>*KT\APO0DO\>S&J7=G?7?
E&1=PJ\Q;P4;:=%UB&;LL1]K>60REBJ7;= M,"#5S&!<#EZMH (,5+9HD/H>"@$N9#.' E,RC3-B6R'2A])?92+R$>-IBVGL MG?DI#IP7A2,5[M'U&0J-3O/F-%:,J+.OR1D_"H)H^W03$QJA;EC[L68Z4;3 M3),>!MYU+/$.\GY1=N:334T"DET+G)BIH_YI],R,V4G+UY@1-]/3
MJ=-S I;D9Z,0'@-\$@D(!&TC:\"FCBZ50G[:6!"^=/L,HT4R1P/$J5[*)JLK[&GX,KC["9LJ.J/ E]V?3@+ M0\+V!O4EU\BSYULSA#'!X7)\PA4^XS3W1**$%I7;&7BGE&.;%M7&<$EA8*00 MCB[/F:H#--V,BS+T*I.M=S/FFJ:(Z2GQ9,R:/+-[;\H*BZ8F)*[(H"2F@2]B2DH]WE8-
=FB+9?)C8B.%174L2;F*(1%V?"2,Q4'1>7OR;GL,CK&E /O2G>5P-20 M<'P%JF%R;I; 6T:"$M8\D;.78DD2Z3J6!=4(H0&B$7MCK[0925A .XQL9;(" MQX#6UX 7.BW7KHN#'^+W;NL'<85P&Z+E5)O?&BX]>,@PG2-''+G?CASL/MCN
ML#>DYM3M'^+TR*T>B6/XJ>6TN_6..&PUCX5-P_'@%KU^8K<0]E_ &$ZGR5$H M&.;'^EH+!NX(^%UF*OA9^+.HUFWWV(*/'<,W+6%7>4XP$;O;)FZ6O]IP-X7= MGC+/ 1^W##OQ)+L3BB)U\OMV$->&S,!JLH=."E>/7 M.\T6_;>)3YVZ;><+O48?Q+G^$(?=%HU
5&_3=#758:1VL^[68/V\'^TNO">) M"E_B#38W5!S9;7'@. T>3Y*1:$!?6?ANU6XTFAUX'6>,_&_]&!;-._U-9XX M4@08@DQ3YCJ<+I8Q ;'M#GV4YGMK-FD?V?4Z?K[FX#[7D-^]3:"/G!^NI=F% MD=?7<-:_I;Z:R $A8XS?4^!?9)(MI2GKI%A?
DZ%FE>]C;TB,.%%;Y8%*G^6&!Y2V>#'Q2=/YT(?2,)-@+"!%ZX8].;$*=* $JL!WL(/XH#&Z_+Y,'YMRF/05[:E"RH@5.O ML20/%V),_]RCI!%SXNMKQJ>Y)C6YEAT>C)*"MHS8Y2.$1F:32NW@E/%^-A^= MPZJ^K$9-,S[?HG7UT:H:@*M-_!3_Q@-<$AD%?
>KG38P.@RCZ47\VWOW*]V; M$3VU6930HK)_9U[F? ",]8T#]6,#GP$)IKV+(-&%X)F-E028&4OF?Z4(4P*8>Z4(T^96Z[MM/Z M+BV\DU83 Y>+\F1FR2?3WLN9LB&9]@J'(S;=/X+*//A;X43G_.M+)SO+-)^'NH.HFC:9KTJQ M U[=ZMM\GV=L/M C#XEI7W>[?
V3<=Z1-I<7BK<;HL]_=U4+Y/3IHN:-R@ M"G=!-VZY_RE5<>?XI'GJM-KBIV;-=82S)0Y %0<%'/_Z'@8[<9T6\&-U2QQW M6R='H$S#E]MN'515? H&.SYIHTY>[W;^R>9"Q[%$O5ZUQ-[VM@!MMV5W.D [
MH$H7_B8^;V];XL"N=]SC9@L>/:Z)RDYENV*QKEWKIO,%U;[=/0#CJM/%0>TV M*AR=?MT\-N7<#PS5;#^?'.;;P[1'OJ$ 9*R0$:- SGV&@6TOO5NM/Z MI^0S- @/7:VJBZK;JL(LI4Z/]DM-!P[S0:;!4" [VX+[37MMC4-*PF?@N& MJ@)5G
ZJ_*;:*@T1LM=P'_4.@G%DNXUVQYCU2;?5[L*/RCH :?#=;5,3/MP M:8-\VMK>>;>W6]'3;]9H*6J*^#,#"@+M*(?4 .XP\LQ;$8:HPT[R-MS8O\ YG,$6?'TP4,P MK\ T!_-7!RK;-#5E,9$IA\P'FU*SO\-&8+:&_C7O%=E(U993IB9JO2YIS-X2MU"MPH%B6U-]
M&V9.^X(V*#&7BP^V@4%Q:9;:.^$>9JO8)S-+.,KNH2N)K AO MR9&/[.\.V_9H)M?4&;*!W+1_0"X;=&1LG"]IVXZNX:#]YF-;H0F&]TXDK:Z MD4-57481-QJV!TI]52R3W2-^+"?I'U3&>%#G\=UM.Q:?G.'TZU M:QS'(UQ?
PSET^:LXXA\@%FGO89?:Y..1WV;/#GJ"#@^!/K69+ M\J3TYNCOZ&&.G+H\R-I=T\3?NXWO=MT%N?2]";P'YY($*_[C"]Q&QL>8F]!M MYC:Z)%=<8'>W?82T@:W$5?R*(8H5 M'\']V**K#_D&A]2^L)FOD/QMD"L.[U.Z'9#^FIGD!^:V) M^TV\O)5Y('>?
[]_M/D\G[[;5_+%:D80Z^ST-/6I67U(7-%Y&,-*WEGURI Y3 MJHG!H#@ED+R@>3G2,W]0=[\Y?&"9X5(/ML#;H5-GP2&;<9B?2@\52?1JLT6. M<;KL%/NAO,1?$D?/68*@-2S2[4Z1)BGOP[=9\$B)Y]1F$F!6DM,KVSE3$RY^ M^\"MNYT?J4-5-9KP(JYH6537+_K>6.5KHP
M&$X-;:7I$XR)1YV@N%313U;[+=8O7\%(VY*98WB3&L%G^ #Z::7O$PL0T9[4U*M7YT'BOXLG'LKF<7@5>9,O MXO83OD0DB;XW4JP]-2KV/\[<80^++\J43-?C[N+ ;JRB M<1YO^OR5_VH[=OV_Z5MBEH#RZ=RDX'];C[A-=V"AH@TM6&>: <,F<)7/>
MDV0WW6S/IF2,8?H0_EK.9W(W((]_;WJKL!^.[?.A65M4$>Q>- MS^17^"_?#T*+V;%^LE7L51*(_":A^%MO)#EM=&>5:6C60'UX7^ MQY)]);,]+LF<=\>@/R\QL[VGJ/%29>#LEADXE(&S6V;@+$_B2)I^Q]EW3YX]
M,W\J9I[""TVAW<':D^:A^!_S_W!*FZN>0835M:N?)\5UBS,[_&8VNBE;M@^H M9AEEJ;CP.5&=DL!DNXQ&F"!2X0EU'B?T#^P5@+!_WF3B>YCHK3/+?EUI@A6Q M2<'_(9H;4))ZVX]E\R?&41D$E\& NC'X<3*>FE;R:OST,S(\P7W\!YBUOA M_#Z5S9$DH:^-?
#WDTPT)]Z%_JX]&%_#Z(@DV_J=<\]8V:])?C*#X(F,P7!R M8AA)..++<#0=$S-@7VL&8L;T?U6,/HU]6=/ZU_\/4$L#!!0 ( )B+#$P+30U+FAT;>U]:U/C6++M]XF8 M_Z#;ST!-X3!O*]]JT_%,;8!SP',L4W5]/ER0[9E4)209FO/K;[[V0P\; M%P75%.68Z6YL2_N]
<^?.7+GRU]/!^=F'O_[EU]-VHP7_=9Q?!YW!6?O#K]O\ M7_AI6W[]:C;^LWI#WX[:__'3Y,XRGYQZCNSS!D$4S]U+OP[IQ=/O4=A[Q^[;R(\R M/_GI0_.]][M-!N7G4'CS#D[:WY]75M9/*/ZY.,PSK)XNK %!_L[=:<9AV$0 MI4[CUH_FOM.\VGK7<,X#;QI_8<^=
[HQG6.SYR]O?K^CK/QYNWAIK/_;F?K MS=N==]^\.8D_BJ-1$ 9>%L11^I^C>7+KC[Q9D'EA&(YJHWCZO:RU7X^[%P.[MU*TT^%\?BMZ=9;0_?[WZT!\T+EJ-7LLY;_>:IPUXOMGHGSJ-UL?&1;/M-$YZ M[?9Y^V+PZ_;5!][!6.B+WVZ_S],LF-S+ET$T]K' G=I!$/WT87 3I
[\WXN< MQG7B^U/XT1E[F3]V]K8/MW=W=O>=X3W\/':&?G;G^Y%3VK;.QC_"\;_G\7OZ MY1\)_;WI.D$T"N=I<.L[\<0)LM1)YZ.1GZ9QDE*!7H" Z'[^ %7OC/UD]&- M!RT(@Q2;,/3#^$X7?RZ_JAIJW\G(__3!M#S%E]?.F7_MAEK;1]N-
[>+@\4PN^C>H"*V*]KC4MUCJ,8QQI^7\#3[N;>T=OCDX M?+-';\&_>MRW;1K@9ULI@_L9;9(I (3F,\3N"_MORR8HF6KX0#*.=C=W7'ZEST8 ^=CX^RL_9O3P[=Q-^WN+)WW.K9CA?51?P?/ M-7%.^.$65-
/H+W]E#U[I9R!,Y9W!OQY^_G^"F3S]YF#W8+^P^AX_!^:,.O> M*/ORH?ZRX:T*&WN*/1&GYTZ-#Z- MPV"3KFK=7J-9Y0.@N/L%Y&1QU>ZUVKW(% MY%;(WD]?+L:M:7_O+%Q(I7Q)9?:PB!6:G1<<\60KMZ3BD6J:J<6/(,>.O/&
MXR"ZWL+E#T^A&@H*^.4<=:34=RZ38.2;&_*W;DE'Z\39C>]XTW@.^NC0A\?@ M\6 , ^0H=6XCW8213NC!GC_R@UMO&$)[5%?&3H-?WQC[$SCH1*'=K#E4A90] M]>[A>RX\B.#_*5ZO4!&'5DRP\,17*OH8E/?Q?.K (QFV*+OQ,E"M83V"MKB@
M$%"3.S26SN.VY^K#+271):-4C/Q(AHV*GRN,'\6ER2U\M5)=?)-\#F7GJGF M[[ONSLX._%/;V5%5.D7!]]RB8^%T/+0HY'?>.*]!_"S;OR],&,'UP&ZM%BZP M[_O^"$TU?![61=R(]{*Y&5=*'OSAJR5/52'?7/*\?.$"N_[-6]SUZVU?4HU% MJ7IS\/.?(P+Z,W\43 +829=PP,,"]JY?
C!XRTRU:N/UELX-^ MMQ[()O,P_/ZV[N+O[>O/,V_O_9_7>_I//\HO_,PYGD=C6.5) M?!N,_?%+V<41M*SR1@&7B#B"[VZ\<((;W+YA>)/,3V!#C^=TMN//WFP6PE## M3G8FOC$/%Q6 798)K_RZ\?(/_;K[;G]]YK\H^2"G'FR](W4PP@9]!0GLG_>
M75[6%GQYXL.TA.5(HGHPKN[!UPL1\DF1)N+=DY,02XCNX6-BM28F >+D;3F. M'Z;^'5TN%[F]*!8'N2I-X:A M2N)I51^A S R, #X>HP-LD9E"%--/O3"M+A84D3%Y1?E\.%%B>U*Y\/?X3=\ M [\&Y!(.AU4A'V0[P)K4/+72/Q$;;6:B$5S"VA\H$-KB5Z^QM7=^NX[M_YV
M+=)?A$CO1$$6>*'3AJ>FA%ZX9#'U4D1W(TT>P]N=$$\#D9*H*;D-H#=#(TG M(9,3WZ2/@<1.XC^P@R+"H]B9QB#Y0+*Q%*FZPJJ-;E__4)CGY4<>ZX,5IB"1 M)G&2W92.A'W1*]=R(5=G?A7496G^_$-XUO_E^<;AN_;OOG'8_(5;Q"/$8%R?M]I,A14Q#=Q!+I
\NF4M!.@\1\/VMNO[A#-])]!=28S\GZTMYSCPP_$OH"1>@SSH M^_^>^Q$"GNKOG>Z,Q-HO6+(H/>^=CUXXAY]WG:TMU?U6YV,>B,)R]7"6E20K M?5B]05WSC(L91W+5?VE9OX2]X?]#*BG:S0W68 MY#IOOTEMH%GY)D$@ZBA],N#]X['G+T31>
SHG+M6*Q.LJ=%O?;,ER!A,U\M(;Z..-/_H,_TE\T"&Q]6,?(Z-&7C)V M'1^OP FT>:0GT75TFT#(3:53?N8E][JC =]_0<@&$7X/XYFDOA[X:;'/0T$> M;[H:P66-6?4XI;(TK^,8%@2\E?K)+R:T[9;J_8$'"]1?!?ZXVL_9" M;B^I-ORB@=B9!./Y*, U@A-ORJ:',41?(%PXK$_B].
!)J(1ORO/\O(6V%DNK6K&OR:1*NK(+TSE^#S."2X4[(]LMM44:;;L5 M]LTB&2!CZZLZ8% :S5.1MUBH&0T:K PWJ@1GP;9:V4.DG2(R"^2 <,9>@%X+ M+\5]EZI^1+"RM/B%9^[%-X6_8> 9/V>[@J@]M!?E$);>W 5H=("O$U ? Q21 M'L67@? ?
2R_@G,ANJ!'19_(#^>+ER8\7G/!P_$'OQT98*'_1#2B:4$,Z0]V MA@)V,XX.#0G_\S?11[\,7O;,/%@?8RJ'!&9YP7.>U;.5Y;_L2#MYR-U/<+ M0[E94R(E)6E753$LVV20-B65SJ*\,\I>Y,8Q_]CY/OC(ABR[(US]0H1 M>01-AM7MRPD"-Z;,%SB786I2OB5BC:!B8KO M:+?
YY%%V*ALQ]0*4W>")!![!94-+5'9)V3>=G 2!^W@\G<&EBC=@I7=>S1P[MRY7CRE*DRUOS^]X>1S)%G^"XP4T $V3KY*P R4E.%T=]^E01Z4^ MW& %*"8O:6[%!VB=N/YJH*NFR!*YY-), IP MVMEVH2#!T&G[-.4;E:66IU9?
[QZLIJBI(,Y]_W2L4_]Q%X*4B>_"ADHQ"NQ MXEB'<9+7S(]!_DPAO8=, $O*]3]]O^\U[K1JSE$8CS[CTN:IWE;:(RSQ7?= MG1,$6RJKF'B;S[S/<)V?A1XL'!ZBG,ZYM_-]CU&[YEPUFVK7U]\=X(#\(QI[MZIN@&^D/AZ4=*4/T-[KI]K M/P6UM#U M8XMPPT %M(1Q:Q2E/
H$>E!:A5 1>05DS'<]\=*E9'5&1+?!2H484 "C.]N MYGXY#M)1&*&Q+^>AVSP_%'/N!,9QV8\3U#DI6023D"0)WI=D=68 M9"'=2]Y!<;N7[^'^&<,QICZB9@C%R&]RR6>I]H7&((*UG[#D'\LL4Y5RG9 M8W&D_0B.N)%OPT&5N4[?,GGFX05EV9[#1S9N0UL]Q%X6K@-
BA*8O3^8>Z*30 M"1=WB[KGHZT?6QQZ*NZ-.R%BK>IR^EVO KY^[55>RDJ(M]R]+,T0R '#\?!% MWXHZJ+;HL@2=DB+"Y;(:90!.VC=2:I2VHI4L13X(YWL'(4*XQ_TR@@_%(DKA M:,Q7F:'_>"B+R>1
M'IS8*+KDKN1[(2Q4G^D]2JNQDFLM#V0O#V^J@P&H6KRG=.PAGTQ\%+^9+XVS MWW8KN@D[#"92SFI4AE1_R'0F%%4%RRIK6TK0,,;5;/H%]MWL)HGGUS>%1_SE M,P/+X\Z'!L!_2W)+.0T2?Q8G2#QVPU:CG(%#-#HR$>/X8,V6JW$M;P_I^6%C?
[AK!]_0(OKTU@N]'0/ A"S K4=XM]*H* M@*$U1=3-4..;@'!7=S'6%8E..46-BB]O^G5V7H7Q=<_^5/0QW<'>TEX^N1K6 MG&Z$KES4J4G=1Q-#3BO] G>0@*C%:+E'YU@1$'+ 9OSU"*CI?FX MJY(V:9S6!554"D4-G$QS>+]\77?HM")[2= M5]9M_-!,L*%8U<>F-
6OZT=%3='E7WA?'OFTRYBNFBN>M6';2JI*?R#1*>H#F M#7(0%$M0%2I8AKK JUNWL:@@(-;DA+&Y(A1F*7[67.@,ZB?S,,-8@$?KJ[M"6 @Y"V/02ZZ5!@XMTA"43(((U5K=J(KV8B,%YL[>/FO=HH+A6P#C*@Y6#ND,V ,F#"K@N MB[N[>!Z.+00$^AGG-
'LE_Y1B^V!TAY&;&N\L@$,KX"2F$1\GWMUBD08OYD"9 M,C6>TH?1/Y*;&B-.#*2:(,7E1@]3["'>LJ^T$)2Y>2UJM0@!FS!.^01UC4.0 M);AM<3,8J["3*?UB:O"?3E!)C/AB>U@#'GN"9X;#E.D]RP21B@.CFQ MP DE'A^2.ZE6MHM00=\|0,Y9Y:@5GE+7V76=/=?
9=YT#USETG3>N\|Z%28!_MX)[\-TN?@?O[<%[>U#H'I8*[^[! MNWOPW!X\MP?/[<%S>_#^3?WT0(Q9Z?13+7L- M*^!MY0HX9OP47!Z:RG.T<.95CA\-Z7 VS)\|RE;X(%_.H74>_*PQL_*"7V$" MV"Q'NQ#(N:!+!!&(/T*U^(M",G6?"LHX%@=58GO<?
E4P>:1M;^/KO_^&/Y@LDDM-P M9C=Q%H_BV;W^.:]8&*05O,(!G4:A9=M;2#<\>-WTTE(BK3@62_>$ULYG=-"%1/Y8I@ M6R35CJ*(:02436=A?&_@9-=\+SFZIZW+-CQ[Y14C/^R0("*L8VW6SC.F8&KZ M';D@)/X,]B)-3,LZ+:H).>9>3]>PRN<3;!)^IZ-&?<,N!QX&:*T-
M\38!;B_81%(WTE: M?%IH$_D"AK[>8\]Q)^#6>#;+A2]D#4I;CBZC6)<\#A9A6)0SC,W_GA.ZQ5DT,B M326:DNY91&"$:H>M3>L+B-$@(\KM2#I79,P> M+:TE:AU2KFC4"KL-%H_?Z+>V3,O]PO=6&YUT'S*[>< MWN)HI-$>(R
M&KR.ML'BM,CX<*7!KB7#4=L,J@V=!GS%"\5[7]&&27LR@"JST:MH_$WO.:WE!;>Q M-E03=YXRNVCQ3B'3"/:3)!59,D<:1%HF&&'#=UI!1$H=:&J'G9[:2$,5?N1I M%B<3I)WX$PIX%92@D.0I.;@0,%0"!U43ZC4BRT\0T!4=(;#:QBC.H/+Y]]7+ MIH"(<(W_0GD%]
<61P)A4#:"S9PC! N $869 M)_HO/ND5V109C*P +P:PJ-AK?(J.YKQA5[W,+CKJJ(4F-M3H""_3:0G6Q/9F_P 1+3?G.S[;.AT;. M\|5K:I+1$DQ_<3#)Q=*M7"*/&RYV?Y#2@FYEEK?XR#_^]L?N3OWM>P7&4GK7-T:9FZ-4U!X,P9W9,E]I2E 0F[@]O>7$_6:B M(4OOM9%+(*
Y0.C:5:21S^U_SX.)]\<*#I*C N MV 0?X.1Q%U[AJ@15H]%:]+)AHGN6%,V"=G) M*Y"8?!NHIN\>F AKF+=3ADLLQ(28D28D#Z(F++>=Q?*I?N:P>3K894V,:%,P M$)]PSESEJQCB:AK&#CP[C;3,^P+ S>\(4 X9R9(B\0;=* (I3Q N2'<,DF9*
M(08+",.MH2=M'@F]36A5ZFPH0II;D-FNPC!?]@BZ*;0+A\;2%SE0AZ#UXFXT@H7S M,?,E>"AF"#]K"'/4LT*7LVEX<4".ZB87Z5\WO$VI&MGHX66;G0Q%N)"Q%^#+ MBB(M-W<;0Q@?Q>9*#%ZB[9G: XP>$T(ENO3:HHE^-T+;W/!4@U[%%]DFQ,F(MG3-
EC\G1E$:QA&J0*4W@VMJ8IBPW%5.8FQX^[_K9C>"LR@6FF]8B7).X?68 M/IE(2/JH\8KQ#,_'>22KT_\#T30>@LMF]"4F#R (NQ=21$V_>>_>5^X$H^1 MDIF?TLOI#:",) QM1^HLC[C<2US<93'Q*M9%-16.2BYAV0&6B4]!(!DS;)E>
MK/JR2*!L9"OF!)Q5\0DE5+TVS9"24:A%V*#S/$@8&IL('#G(.&*1=KP]F"] M>9'%_%S$%ED0O:7X6[39*DM+$J2?1:%<#GJE"^;8'X4"]IAX 2Q=(R\#!?!B MEFL<&%7' QQ[.0[-&%]2(0:N?"Y$&#".G31#G]G^X+8;QG=C#%.%=I@=B6;D
ML1\RUZ8ZP^!YNT7:"&_%NEIH+HZXHL!)F1!,*((SX]!+49DNES)G6ZBXBA7W MT,JRL?F%F;18E":HJ<,&^^QGSBWZ8;%=M/1R03O&QCW3,V&"#"C.-RR'C(S] M=)0$0^9F*X;JZL00#P8@4"1+,:X'!A:#"XG>Z#*78,3V38E!,5<5!^]\,.FV MA@VM84-KV- :-
K2&#:T&&]I?PX:>'C9TL(8-_1A18T M=L^*7]*.6K?C[Y@H8L*\EP]EGU.$C%Z$!FQMKRBID*O8<$MQAA)#A0'(J+PK M;=:5Y(%H4IY(PD#U&R.D,-83^<#IFFX[T(LW/BS64\]2B)@IDHHA4(C^F2X; M*&Y&0:9#1^UWAO/[W"MP]0GQFG%]
PL_(7OT[_!#.@[$PB.L/>P1-WS:7&PC MBI!YV?*']XCR(G$:E[V'_87H)$"?K2D7M/R8^BQ7$;Y4C#)S;['8-I=G$S&C M1S=6YB*2B1)/K2%B3UY)K%>]FGSB,K[#7(\3IR&FR$4&BEP2->:>T(&/J<$- M\!5!RH*6;-$Q
M,"C"GY!G:1CZD8_)E(IQLQP*&9%%VK#6SA(VV%'D[8ALL,+ 4IE1RRMAGX'9T-;)E6X52FMW+O-]PP&87ID MGRRB?C2.,>]:K[C<*++9H@\B);8X\@10?C37&BW\T@"7T')Z@^G9,$OIK!HQ M,0J)'PY'@.[-U!IN#H&VJL^S"'0KRG]']X&=NJ8WD*K7,V92[K+2T M
@,!81X'S+!&:\'B@&);GC^UHH_5;K92#^3G>AX1/(I9(!8:D!\#4='-8'(90)K7W2!AGC'1+SEJ41,&C7[ME;HFQ#I42#=8J-A\M:]\Y>59$H:Y3>7KRL1#D3QNE MH*7!+F>6%+KI8=9=O&?!<9YL@>*)F>Q]A<] [K%(:29EOYV0UG'0C'4$$\H6CU=!KZX?V75YVC9L@-
W8*4V<(!8K'YY*CU M9G@[WXHG6^HRYX]>7/K!8A&>ST+A$+8-&8Q'4IFZ"W='X5DIDIQXBQ!9I;ME M[AXIJ5I$Z<_1-]IS&OD$JK(GK^,A4A>3E+^8W<"OT\;T$ER']J1"WB-JKPL&* M^2\?.X2-HPOJ[E\<)YK>A#:0OIK%?B+A0X8F5 M/A*R\.=OU=H"5Q&O9Z*PE
]#\<15PVSM?MERQJ!N&>D_@ZV3X3$@;3@:,$]AR0 NI#*D/^* M*#8]6]E^NBR5#+'!%:OA=XUGB\J6GY'S*ET8]K)RIU+V_MKJ-0:*K6&2]VA4FNHU&I0J8,U5.KIH5*':ZC4 MCP"56G]?]*;I;6T?;3<6QI,H0X\-3"I>)XP5&?2T.2EWHD...^IK=$*G53[M6[@PQW,$S,-
]+\E?0HN8G3(1[T+@ (%_@E"25EPU MFUMUI7HC5XEACS!TUVS[3)DF&]]\%20YN]4D.15$Z304YOL5#$+:&HA$15Y" MEDI%IW+K1VRX9$Y]9<_/<6K;'.2C>$:!B"I"C/1D2NHQT;P])F\-E<,<%=9<
M2MH4L7.:]W"I,U6Q7)%5+CIUCW,I^B2\S['D^%9+M4)>8=,28^68S4 F:BJ(MR!5((#6RKW".*M,QS!"/;CNY#*+%2[!KJ7U/+/D^V.BL6@3WQYG/#BR&*A"_
MR$TP*]XE2P9F"LD2$A*ZMTW@HC8ERVZ!AH2N=KYE)$<&D.JF8P,I9'0*O3L6M+CDH/Y@+!:^M#JS4PAR MF&*BD>C@3J\;H6IBFG^<5\XR:6"PAHJ#8'WJ<$*+ V.[J-72Q5!S$;V*Z:\. MS<]Q=CS%K'^]#P#7 (% R$/%*H>--A3VO&BLMS A+1_8PJYB!BN>'N,Y H,T
MP=FKF.OJ&',[]0+YQ"X-"45%"]?'KP$5<&H\S7D2*DX?4,CEY>KS 4K2C $N M.O=4NJ(PS3UD9_%@2*! -FQD@)M#$;(B)]HB-7=$.=0TNY8ZJ^1\H:B"RA/F MAS@RJF/2FSP%L)+:IS*9,,D0&C5BV#NK;MVTP5C)K% MYI(9'L'2 B+(%:O6Z34#(O(+U&
>7@T+Q6XUE\B=HXD,GVTT+VT\F1ZVJM4 MG0/9I:PX*FS"2#DH DT'G(ZE/()UPOUW$\=C4E*#_)S 1,<4SK3SA;K>KATH;>'"H7E-1$ MW904W"7'_1,&?F3Q NE['R)Q$@F@#N%SD=,BNF5VE! U%OI5_MSZ6N&9MWA'"(AB[Q(O;\4@L_!Q'1*@IL[P[&
(HT)!9@CW13TF/ O4C7FZD;H M[#(8K^C\5R>PF'=,0>8NGG.CLJO1QO[3O764S?EJ+ PCY'-V#)DSM1&=O_=* MOC\DKE[%?]E&^H!D'"%3V9.>WQ9CJ,[+A>S']_;\F0QT5.RUTM7-&4%3.(6[MX%1S$Y,)4&Y_"0L]E2(TM]M4\B!!0=-
=@1(>F7C)B:MC^%@PNNRH9+"T_DZ< MV0PZ3.SW!<1C,#1YYA56*QA94:'T&K#":UAA64#8V-TR#DB%M8/RDQR.D27MI268,+,&.?SH((?=:I!#7]U\.W*3S.5MH7OQHL3:XE\@YY5M M[WT@![L@H)>D2"AF%5X4RE,=T6E=4#908] (H:O6U >ZROIS:"6)M!/8OQ/_+
MD38<6X&=*!(5:+VC_MI*].7'SA.>V)SV:2$LSJ_CYTXRM)Q5=[H\L32Y-NF:V/J%J^%7D@*YE+, MI&&Q"6DNV-P*2>(TW2JO$[ZSRU8H.M/R0765K@[8S9)VYI(Z_$LU/2C>>M % M2UR8+OOQ<)3Q!N2*2QY6&C$H_!'@M5OS1= U7WURJ>-H'W/8WU,D5ZCF[Y [
M?'$0:)Z%ZAY6Z$N[77V9)*RF98US="PF&J."7V.%)'DJN(KSV>=B\U!@$BP# MB5IA97N*,U>[_ACI3[807/VK1*PK@][RQ.717+ET6=RED0H SI(X-!NH&&"E MH6X5\6.:DZ02'(9C 'O6#(+F3E]I-$K=5\&9E95) APJAV)K50Z1,KDQ6ZE% MHGC0/MF?,\EDIV1,
<>>L//0:Q<0NBZ$P>M.NI/Z2O3>C -EY&DH/)VPL,0>A M'@FV'!?G13.]Y>C.QQ;L4%+HY;AU"&"2"G1/T>?;JV7(@+P2.;M"G($1(;EAOAD?OFNQW.COLD5-Z)[IY *+-9NT?M2J@(MFQ"*Q]>7 M >M((CN=VPL#S;R0B0^G01KZQ%;%_\6 E%).%K=6,;3C,:?-
K2[UM#]@1MY M<[8OWULL'"+3&W(4VL<31M:%\>@S*_*E4OPO9*_4HML)4[RIW/3"L=:#'((PY-15_U/ MV#2W_LB;P74E#,-1;11/O^^9=C;VJ]8ZOP.$<% I+4119]4"4'ZW5;C&$)[_M70_8QOY7; T[4C=!WTY0Y:SDK:.6;([[+?'ARH]71$X53- R3B AE#18>X\>
MXELL$ICLO'6=7GV';D"]W7=&M=+-UY /W&:H(-_%QK$T]NX%.<[7W8I<5,5= MR_EK434*09=DZKS[0ITT9*S]Y8;LH:X_Y=Y]%0I%->RZ)^0ZN5P_(R_ENT:) M?8[T 59HA7F6L^.XCR*\HC10AN\JG0>T/@D/0G?MH;X/PI((O3M:FT.8;.-3 M5_'=*2>N'>6-
9:S6*+]MT9_/6TH3H*E+C<[EZPI3ITV7AM@^UO6+@.%*2*.V M6KAYA JKR;B[L;-TJ:!!T6-"I,6AAM 0!CE5^8)ES'1T_PHDQ.;608VV.%46 M, K6#UVU:^!&"]<(2F!B99+59SCO]Y5H9EW.0C*?SD,^G)47VO\#FI<23RG3
M//%]"Z65D.IH@XJ%\#'C8B\E.U^7D"GPDJH]_>+V16VP1!3B.(>^H7!@5DVC MD^P>_%Q@]AQZH5J>#R$XO+ Z7>+=^" M']DP1=+0,TUH2Q-R6>KP&FP/E?I.&PGIRWRFJ(HR88@]Y/VV>LP1>+#+*#(G
M+F889N15>5B>8S1>Q0FQ(#)#L^W:5*@Y4YPVCZ@4ZP)7Q[$F4VY"1%V/4"ZD\Y%*B4@+AAJ!6,$_1OZL8@,:4I0\R1Q)#7K9/GB,+5GVD3:$ M2!+WU0%32L]0WXO(Q)N_'#LE&UM<M]00C^XJEU'TZG9=1?(.JL U3D:49-KO>! L$FFW1PGM]B) M*S=K(=AV
2V:69T;GJ-%%3^C?S/>&JSUF5LHF768^X%"]-W= MQ*' .&E)UYQCSDHYM@Y&#N/ ,5>83@VQMMBLL0Z9>HOB2&DZ<2)PZ_N\>54$ M75ZI=JN\@73REP;!;%^Q(GM33I5'..)XS"2M&_:60*(??089"R';5"*]NTLD M0<]^J7M^G_8.;
[;&C*TQ8VO,V(^)&7NSQHP]/6;L[1HS]B-@QG[Z0 K=)]M] M^J[+^A_H$"4U3*)4RH!^I4Y+TMFB/@<_NTHC4?RKN91@OJUT:IV[3%ICZ:=^ M'NED+H55RG3^"B;4-9913-NM%N+6JGM63E]"FF:>_7JIT<+H8HJ>I*HG#_CH MI5:R\Q9$&4]B@B!N_I+"O..S$8
M[C['BB+0.P_A$;\+@7'A?E:%@:BZ[-4/RY<]9V-)]I1-5Q%>]#NGMF#Q)]Z%KLH64L*4\"\/Z_"K%1- G'!)%;&IM0(U1V6@DNI_QQ8*K%88W^* M5,(VH!,#\N:1P(_LV[HE2T-8=6(-Q>1_?)N=2DYU\H#1TIQEJE(T^++O@2AI
MR(HDQ0A5C,D;0>2_>@W%PMFDK5C*Q%4APC.Q>7GC,;Q #+:V;*]2B=(G2EAC M# J4]XV6D/2CYGS*^]G(M!2FL7& 5:Q]@]G,><>P0VW^U."6*G^!W/,%2.== M5T2JRC#BVG"F"$R[UC?ERYLX\IT+BHW^DA*#"6_5&;T?\?N!&,2=:3Q$F!S]
MN$*NRRFL7AIV2EHS\Z;8X-_GT6=:'P@\RCB5GCA9YD8Y8[#. G&GFNT,Z5!.)<)MB% /P0Q M+2S:RJ=:_EDXTY8X2TI6U*5Y1FL%DS]#G^$T MQ80Y%!I-7/[ZV$1)G,7&=IDB=;8@H@@&"[6Z!,MTV:_+#KI\"CM7Q*G5\ >) M%152=)6WC"!0[L9KDO@*F3]6,?NL-
WO$XL[P(V6'M@-ZRU.D3*:LP"FI:"WV M60**9C +V9>+APG\DG&ZP[N2L>-/4#CN[M:(WH2I3@YKNVHT="%, M*T?U<[T"![$#707]S5IHUY'X_E4=@)N\<+XZ^5B6OTJ9'@UH\]'/Y(4>\=Q L/2]R7WY2*GHG$: M*2GC)9>#SE,7*$@IA1CD/K=LE:,5_,E)-
)#Z%.ACI6.X 0V9+% M(@5]5*1_Y6F5,RV0KD7C1$LEK4C_4,"?FTRL"D*DT.@3+*%FG0_%,:?]+)!\ M.WD80]DIC%Z)(]"A S]2%HBI*S:+X=3_^12)0H[G0:V9BH(1].(%BOU-,!(Q M7=A5K%^^I,2YI3TE8UHJLN;T;PCXY]E+AZ8*KIW*5VJ?G/?6P(AOCX=%9M0: M4G?
E(96T0 1640[Y>$:I. @:'>O\AKP_Z",I9S9&&&3 -$@ERX?ICLN6A6E\ MJZ,-M -5C@S5<=]%I5$2@EX)3HBR8$M6$-P"!'@F!HU"S2H+LUF$E+5KT61L MPJ9NM3]#3O>B<7;VFZM-FZ[31EAC]]-%N^2JT8,?NSWG4Z,#Y5^V M>WU\T^FW>Q\[S;;3/8:'?W/Z5^?
GW8L^OK@-#S>[YY=GC<[%P($/W<$I%'G9 MZS;;_;XSZ.*OYVTRH,*;9]"6DP:VAVHEFZHS.&T,["KZ5]"65K=YA=;6OM,_ MA;8[1VVG?7S<;@ZP8?@NU=H>M)T.O $/.D>_0;6=;]\S^,TY;W3.L#7'G5Y_MX#3/&M 6^@X:! VDOSL7)S@Z/6CG1KN_"84,G.-
N;W"*_S9&X,91%]WA-$CX M6KNE"J&/J@@7^M8?P(_0MCM-LG+71%&Z_JRJ$_IB1OW ^G79@LF! &I>7;7@#OL): M&DV:XZZLA#9ZA;]O-<,1/<,PKLDW_YPG]\XG%#=)/FFS!AH5ST+VHQ",D#* M_(XOBHQ3RH:Z,J!X?QWC]:8X7DV\>X(4QYO;7_]2'+B.V!D6Y:
EVQM'81FH M2BF)7N5%"Q7QH6_E3B,R7=0[U*DPLIKVTD9_33.TAHRL(2-KR,@:,K(:9.3M M&C+R])"1=VO(R(\ &5EJ:*MFN43;RCQCR]*91H O9!RNT-$*##&DA#V!)9]1 M",PXF<)Y9'% FQ!!-$1%OG-/L1Z$GB9*T]$H08BS,M-S^)&'T1PUYR+.\$TK M%?
*]%=)5=]6*WL5M3^Y74%H+ Z*-,@J,P$:=]2]Y:/!!RX+HS6Q8D>?D2\D0 MHRA_E;%3C)]55I%"G=#S>[L2[K:R\=@4X>HE;5FI&%"T@E-%4S;\0\&[.QS< MR1.BO.6JP>259Q.*:;R:FM+CC'RPQWXN>K(R[$V%END0= R5 M)E=R\- U2U,6V\[ZG*V.W&31P\N8O-
T8F5:$FF@?X4+R$89#^3H+TS6<-O04 M]G%._L3]'1WEYK%7DP0'@BF\U+G#(!9T28ZGL#13ZMRM;S*848V\Z,U607^D M'Z5]1?-^,$/C4FQ70M'(Y+#A5O-52HBZT9KW&M;B?G5RM,O$_WT^OM80D4OH MM_ZBS#/74;@[!I&D'%H>\@VU5SC=$KYA=[,
[!EY25WCS4W/ M4^O9!T:0)RHQ)3TBAEZK5NN.P8:'_1V$*O(=V@Z\7(>#M7G5['Y]D/GFZ&' M7F+N=M%\5F40."WG\B.3@YR7>OH@X\K@1I;?P0>1T-F\ZM_]K0 M2/L+XF-"2043?"[[311^,[KW.R>D ;?&]]G]?M?L#=]R@VZ75Z5]>#6!A M-+L7@U[W8[O7_PV-
\|VS1N?<.6H//K7;%R)&T7U@W$3XMG$+=7OT!;F-7.?3 M:9NIX]NC.[5 'T>\%"O?=88X%?B*8%]^X/>55,[?CH7@W;OLM<>L^"H MTE-"GJ1/G7[;V>A<<-,^NT$Q(KA"LYZQSWI&7]1-]#+Z[X]J[561L$X5';Z5\=05L&[!=][(XZ@QXW[*@-;6H[[0Z-TD9GDUTC
M,+B=9N,B]VBCW^\V._QWA>^G,^BS'ZT'#YU1W7T76['1@5+/VZV.\:DU.Q_1 MD605#]-7$SJT7N.RTX+7<2@W/GWZ5+.^J$$-FRO4;A=-+:EQOZROM5?]!-?: M!0S-T6_TD!K(7-^;@R4EM'!!T-#"!YP7'&AHY%&/#77-[M7%X#?7.3[K]CJM
MA@MK[P2^/T,O&BTK>4LOLS9ZT@:==I]6LU39[=6T5^]?N%+0]RFS*DTWCZKQ M+[;9N+J4TU*^<3YV>H,K],#RYCCO#MKP-\X6/W?1'="F[?3:N1;:?K4M]L;6 M"R!]G<'?;"PM9HPQ.1&E+;T&D>=,_2"BKM6=K\]ILU.JZIG*BK\O %OM<^Q M@>R<)8^L%+-
LR7E#VN^WZ0.T4%S(,@85 M"Q(;+27!'"\$ZOV"L4T_E+E)552 W^'M]F01[=_"6N@M$:/V>-\W$:7=NL<"NCKG]HL_*V%#E_5T+_.JP(DZL=&YXRG MQ)3I%K<'KIX&;4YT_].K*$+4Z/45+ I*[Z-L7^+]WJ_ME^=Q4^V<7EMMZ;_L MXJ(9I&?U%&*_NI<#=SG=K3^?
3>SKK.VM7YX_NZMRO#B'MK@,C;\=#/' :!"CW6869']NFS@YZP; M(0U.WJ;,EL!Y:(@7+;_O7_^B#>9JD)5W0%@.5/):MK.C^]/+1CM?=,Q4P-9/%9%>'6]HQE!'T0;ADTU2,,E%;TWF M212D-^A?RX4H%R.4B8G!BCL<^U,*51%KL(F*P A'/=_D0I1>D&^'<_A"Z*J
MOKRT:\BC)$9U)&E_#E-]B\2K$Z>7HX)':L%LE(]&3XI/"%=\8-R,*A^H!-%P M.$Q*M?C"OZ&2@> +.HR\'#IF(KS9Q"2-9" ML9(<&&'OQ(#*#5'NR\75:>%I23]TTOO!GRY(JE;.QV(%%D,OYZ(J,_-:R9P> MX /6K7Z8W?';FTPM.W\.CMLL)@ED*;!\E\6<_^2*0ET5/H@Y&
M=#T:H1%@LJ+Q?&0'HP_OV>U'!R>SLB+N:D3"P%^6@UAX4S3GC.)_01>E[EI* M78NMKG'((79.\PUW^ET5$;BJEF"P6_R>M-3'S8';JB)HNI4T#25HJ;LW=09 MLA\QN!+*SW4,$4&G:?ZA 4'JL\IA>(YLJ!>VF3L@0=XP MS$U5P";U+,AJ1 MMYLBRERK
DC^!L$]*NLCCI%HX@ZF%!X0)>\PB(2[5'!: M2"8D?!A7P41VD6BL:6XIT^#1*:3;)VE,%B3+>^PRUEJK /NO'M%?D['P5R= M!-3F7((N0GDQ??[87MYJ96L.=9647*C?*:Y^%(PU?O/5]1UO*N7^.;'O"KW1 M>XL(+.:>)3*VG7&;OE>PUI"D02,BBKUEAW_H]
M20]LOH0!DN.NWL5\[_;(UL:R(["QC0Y6,U$IB4_R KEJJWL M"'9C*J-2%7Y<.;GI"%11(LN>"S[5QL29'N>R,7)D]((+:BO8 3NU"AM'(PY/VPAO4>]>H]$3*2PT/I^%&PBPJC;$"C&H9HYLX3IDS@DB 4+@K$L1<[E:L M@?2IE".56M=#<#L6XH<3M=0=
[8*5DL:O8C:KT:'M*$.%2_Y8IX;TECU5==, MBBLX8-=D0T@#N"C#A&&'W82F*[4GO*!^&BQF32FM>PZ:]QN4)I@",$ZO*Q M]P>MGS92325Q%(R\Y7]]-X\G78,500#75H*81;$W.T&R_M 8_-)%%7U1K5/,F6F9<*X+7)EZ@X"6"0O/"E3=L:';1&!ZW106MTT!H=M!HZ
MJ+ZSA@<] SRH_OW @QY1&/\OB!:>J4071_$R_<[5_8A)V'SIPGKF^%+G\+Y4AM^XW+)(K!(K"S7S'EO9V M25&D&GQU6?IRM?FMCMM7MSO[_;\Y7[=6<5EU$*VMW>X<5]?-+E:+A^9?B-S[S M=M=GWC<^\Y;MDVK8^R]5'V-$?9UY]D*^R"!P\QFT^DFT
M8/>\R*/FM:Z[FR#SM]*9AY:6*+Y+O)FQ!*&AJ3%#'(!DK68<4[-QV1DTSIRS MLZ8SO/_E"23I_HI+<>_@FZ^998:I^MHP]0R&J=T?VS#U9T6J/=@P-0C?]CX8 M".$Q0%/![XG).ZG7G$N5X\3 NC$4SZ2,*3A9B<=.)T;1^4TQ\.I.,S.FR).] M[4,RW;M6HIUHC EU-
!2FZ:4W3F-\2PAT"U&1+T CQRLRU3X>>Y$I\(6KL@;E MLXS9I\N&)/XE9_1%]]WXB1)/O:M6FW^6]JE^%>#MC.-@5(4!YV+U4/&U&ODT MSS6FL\@6TL,2+FXB='PKAS8[*8H^Y),2U$&YDK57GF$S_R[XA74D%3 M"/@X%FB*"5!2B)5<>B&]5,=.U\11%8:\G(S7CKE"!-
P8LUEQE] ,=I2"04IZ MI!*87,6PV".N!_Q>L' \VCGLOZ$ + SQ2T,#/I[-8H"YW)X%K@SZ,91SBY M-X=3G39UYH<^Y_XE'"']VGF3]5<0$ZD:F*3>4'&0&EIWDCW42$ MP3S3 P[?Z+G'#&!SRH&H*]>ER)J,ISX6X8>I3S%6::%-*M\K!; H(KQ)%3#2WN",H@FRH:6PP4Y-
@'&,X1"1?$:B*XHY3V%=>S MZ;RD;M7Y:+4D*69SK@"$X71B+!WLIBW=0=U]#6'%)ZTV2/9P.^LSSWFYAFV) M_BA)4UD*AB;33C5K14[@Z"\9*+WH?8:3Y3)1QYJDV=^JG@(]]-FB7!5 &0;' MA'K$%>?S1+I$]>%,$70S!U6R=Z*+B<0CE-9VVV">NG/!"\J+#P0J%W
M0>)KVE=< 42@&_F9CK>QDJZ:5.%1,;5/Y4>9&O4J(,LG>S5K+CD:-C7TEP+0 M+]%>9]YGC-BD5*0J""FG)UBLP3B=$A= \.-<%GK:HD;+5!D6.<@^]?W/0F80 M#S$R3@<^E9+,NQ:8]#HG4?'[)EHS8,X]$F/-)$[3+>L[TTZ*C)O-DW3N61%) MEA:8V?(
M5S5E&Z;1H'"]Z@!RTWZ]]S5G/[6*XK\GOS@;P6:U>%0QT2B@89A0,PJY*\() M'M]13'EI);R',J50;XQKRQ>2 A5D5JY*)WC-A8FI;+=4H)2(8:5:,R2*B3@- M[."5D9GC%+321*'VU>?Q2]A>VXW"]3KG%99Y9;?$^_Z>9GGC M=E-
425""O5!TWU0E">4VV0%AY9(7G6T2[VUU5!W+-F&J MK-(F%RHN0I6?P2QLO4,?6I.\ZJC;2N&O4O?OOZJSL@PIR3SBU*$!)@T":BU& MCLBN@K-'Z^B5^TNK-G0D<"1DYN"[6:Y$B4O2+UMAUVHMIWX8ZHKA)@5'7)!(ME%]A+":B]<)U) S^5\A5OME2IX6*RQU-
=J,0L[I]N^IS46\<'T,#E7(2728X MX*LE,R% :68]FC,D\8/I$$0\KZ,)$2KDPVGMZYAS1?0P_-2WUJ3-+;'"4+C+QH)T MWDP;8/SB&)6%6SH?)C%/O@BBW PI,6!9=.1446'Y(O+?8]UX4%".FV X?RT9 M64[V:\X_XT!6/P??ALY94(K 1=(1>R<9NA$5!D5&2+YF8)8*#-
+0052D6.47 M;:66A/OM=]V#FI.\R86%LHS[\[8#Y?9BK4*DFIFI.77('2?L!--G&;$O8IU'H=Q M$] 34A>D[F=(XS]B^_[01_5/Z?$Y_^:2^72IAARVZ#HM%ZTMS54_D^'9 MLQFN."44*&,WP:PBN!]3O9%-G(AFAT4K27D4F;@O9ZFU?^8;E4I6R8FC@FDA
M,57!#E,LX:LSBA9ZG?>_ER[::DA7>ZN0LG[H"Z& NAN.#1$/&1Q&Z(4B2YXX MK8@:-[6P"X7Y-8:Q:\0TB+?&8M:=)4AY-0LY?%SS),#?6/"KN,X=UIR//C*= MXG@>Q\E\"H6&[/Q;S)>A*"%TJM2$N#0='$TFI5R6'RVQ.114 A1[1;B&W>IE M3'D]()]QELG.KQ1S-
G"CP<9R'"=:*JE! M\6BSC>6:8^^@5$ZCQ@U@$\X$2ZA9LJ%(?:?D /G?"TGZG%)3F,54$2*I',-3 M7JOI?#@-=-YA#7\]I@E>4# 40%8R7BM"VZ-3$).1,%]2XMSZPAY<6:2F8O'L MI4-3I7(&#XNF,\L1Q?8N'A:946M(W96'5)O^%"$M6EYGLUCLI?=-8)\.MR("L M279!!]!?
7=./27=<3CK.R,A9J=#29:,XN0V<\63,8F;.I6]\/Y\#![E$F 1)&]'.Z#V8_HHTF(M]*F!>80X$QGFPVOW/DK:+$R3U+\Z/\><9/#B-D+-NN>79XV.EV\T3FCA'Z='F;1.FM 6^@[R?"%?U-BL%:K!^W<:/MCIC1,$-4X:3OUZFR'^.+5 M98O2V^E6]+)58&L MC=<'^UU58:=OC?
R%\^FT Y-EYZ_C/%T5&<]>H$[!_T.E87&,'&H2;VK./^?) M?2D-ZP+@3"PR-4O0@0P"Y7=\6<29TBOH5&?_Y\L;F"]7MMXBV(Y(BUA7+PY5 MYZ%,Y(B782(I)8'=AY..VT $DY<8)H 5BEC3@)F6O8K1?E3:/S!/XDB!*0$U[!?U(V(@*]# M#^F3:\Y%G.%KFF\N3]A9A*^6[X-
*/^*>)/VW6H7M+*1D6G$2= %1F,P.Z.,_;N8:@FF9_HM!VBW8W]J=8J3 ->Q7*O M[Z!T206*=$:)/%X]@$D%F4E+ZT MCE =-*MH.J<\+?<%;$X5>_B$6,M9P1/T(6=+D)P=UR >F<,;>C@G.\S^SL]J M^@4"1;N8X.NI<^!(*]C%$KBJVSSU$O,L:2_Z$C2^MQ"E&0& MB
#%N ET %NI?> S9VCQ'%-N!:I@T7K+RXMBZ8A75BE@9E;+ VDHHHL,\)Y&+ M\.[^SWAL0CW1?.IL0(WU0_L;CJ:PP@30+)C&9$N(9TG@(Q7_33#;=-5%?NK] M$4SA3:K!G,C#^V)6)RA:HV$9/V0&1B%<5>L-0S6=$7ZA-S-[1EY2UW@KT_,6 M::A!=Z=TA,?
0:]5JW3'8WI*19Y3AH<@Y=KS<=5[U^75L-8S6H*QG#>YD48&L M4@G=!\YM#>0>$A2,\SOHW4;O23:9)88L))]F!2- F\0XN W&."4C;^:-K"01 MK/'@>H1J8.XF$[%<8W8+[A/GK%!2=39/D+,8LY2I=&^%I"#FXO_L%MDU\&,- M_%@#/]; CS7PXYF 'WMKX,4I[MG9/3
9]]>^W_OFKW!^QW0*]$]]._O!] H M/?C4;E_(Q0NMZ\:+@F\;KTFW1U^05\5U/IVVR1?2Z'7Z:.7O7@W0)0 /]=IG MC0%^)8X$]+8_Z%TUM5^D1H^=3IMYV-SD7S[JU%O(4 M8#UGG?..O$R=Z)-/X[C7N&JYSGFGWVM#Z>@UH6=DV&VD>=08\;=M2&-
K6==H=&::.S*><4N@]@A#O-QD7N^4:_WVUV^.*_TAG MT&=?4P\>.J,&]%ULRD:GLPE3UNH8OU.S\Q&=+5;A,(0UI[5]M-UP>HW+3@M> MQ_'<^/3I4\WZH@8U;*Y0NUTTM:3&;A'K:^VY.<$%A]RZ1[_10VHT,+'W!R<+2AD4<]5AZ:W:N+P6^N)EI;\I9> M:VWT-
@TZH'[@DI8]N[V:]GS]"Y<+^@=E:J7IYE$U_L4V&W>0.]="V_>TQ1Y+$?P FWR#OHI87\U88C) MU29MZ36..F?H*127IH@ >TR;G595SU1DY7D#WF]?8P/9@4E>2REFV;]7!0\% MPYI'UR7MW(;SJ8>/7V!'Q1'*N])^OTT?H(7B9I4Q]%B0V&@I"4;X(X@@WC;&
MC7A8.RA+%KUC>#,^HG4T6@,8J(LVC6ZOC0W+^527R4T0FUT2V;!XKU!@XR]5 M[D0E/_!W6. LHP:]SM$5"K'&2:-S@:Y?"3"\Z PZ[*WUPZY/ON7L!!*"_68 M7;/';?3]MLZA@+[^J0NQ7]W*@ M3CQN5%X(R(*$3:"6F!RO:H'1GCJ%EO5/Z4"!*6IU81A0#'Q"O89*-26Q&
") ML728#FM[]!4\5-\ONL:-"[U%!UMQ.%^'G6V_AJ6HE/27G)+^"[R&*M4C^KO* MJ>WQA9#\,YP1WI#['%,P?5-9NBZ3($Z0T^ <8TD-=%7 HU=1@(8Q@FRE9'.' M(E6[R7K$V>2-Y;N09MXR'DER08[FQYO-PJ!EB:CG$C8P@:O&?EDIJ.Q\Q0]8 M[,FXS8F4"D9B-/;-
$8JGF&,L'ZHV@*L!+B0Q1!=-Z&<2=XN B\;W:R:KMA$ M-:IB5=BJQ/"SVY9C9_G!<3"6!*K"I%&>^-P(\MP3N\@331"S!6@V@\D\B8+T M!EUCV%2B#B JGL3/X"?M&C79PH0.P9\2R-(SW1-_BF>E_B;?G_2!'#6&+*"B M(Z]#+!S4G"],-VI\Z^MTHT^2;K1J0'_$=*,G]4-
8C',0,3#&^:A;J_LP:GV% M4CW9=9V3/?AG'_XY@'\.X9\W\,],^.<=_%/?P7_5\5_X:!V?K>/#=?7RZCH_7 M\?DZOE!_QXOF9'=D,8I-8:Q1.BI""*+_"(7U_#"AG^=16WMI5E[:=9>FK67 M9D4OS?[:2_,7I]#M9=F[:5Y4W.>,&-\GB=EG3'^Z^;F;C< E'C.F'\$T[FNYKS0'IX:R*>
(#W\GYW.W1(%*Z=SM\D^PT(Z=_/;-T[G M7A7&D$OQ7FCU4Z9XSQD??H 4[W"YUQ%+CTCH;H;K.1.Z%^;[NT[H_F63I!/+ MNDZK?4SNN^Y%GQ :'_:%Z#$<;=W+NYP';\I08@2V;VJLB4!WPB&4' *JQ3. M5RZ/P/^HJI M&G1R4;>YC/P+XJ.F8$U.WM<@UW:I_ZMVO-
CCJJZ^P-7T#,F+K4PJWXW235TU MGMAUON)OFKMQ?_?Q^8KK3Y1AD=KP"I,'K[,D/E^6Q&?)Y_L-4B'NO7WWIGYX MN/<]\)$-<35RO4^U^:W&]RA)^2M"\"I+?KD7Q.F'MBTU8N\R?<[#VYSR#/^=P M[<]YU?Z7-V2_Q7-,HW@3)YC$ MHQ8E7+IA6B=?
9B%UTKA8.SWPWL';5!C?\C>#I]*H1=]UIG^-+FI M]2>T9\%P4\+)+QASY$P-.-V1"![B(R(<+#+'SB7EB?(""HC\92WY/VL.+CGS MUP0'GO.'$KYARF+!2 P[V3>@(:80YN2&2S%#VUI$W"S).%PE3[Z,G M'59&Z&>@G:4U78>SOH_$B/*P%"422B^BK8E;6C9^PK
KG47=I[$_/-(1.[B M/GS+-JKA%KFT'O%G;J/91F@^:HA*Q-FQ'VE*75C%WL$#EB?[36+E-JW#5WLQ M)T>3UGV-^75Q&]_^O%X@A9&Y"3)_*YUY:#"+XKO$F_WTX0BU.03((2&K/TSA MD>H)6>_8)V_C5>HG446\PGJHG[R-EUZ:WL&(?<.AKM30?
C2]]U+JF*I12/M+3X9'QZ*\W?WS3X87L",6#OON$P7_K =YR2#O M/?,@_Y#"IU+4+-00=U$5;6@0^9=869Y'97US\,TJ]M\(Y-N9_/4O,'Z261N& M_-^R'5)G)D8PWP^=B40@CX1W89XZXR#Q1YCBV\O^^A=D&+IH=LZ8X*O_GV3$
M%!OFV5D3.;M>&GQU'9?]@L3$.BY['9>]CLM^V7'9AR\+Q_,0EF7[J-OZ[0/^ M<3HX/_OP_P%02P,$% @ F(MS6;M=Q(4^2 DQ8" !, !V:79A:V]R M7V5X,3 M-#8N:'1M[7UK4]O6VNCWSO0_Z.2\\[<";0H"0>]][,&'2]QC#MDW2 M?ERVET%%EEQ=(-
Z__CRWM;0DRX2T]7$2S>S=8%M:U^=^??U^>-)]_/K]^W M6\?PK^>]'G:&W?:;UX_X7_CID?SV^O#T^]O,/RCV_[?!],XREYZ>[OSS!L& M,YUZ/7WC]>.9BGS^PO<&.@FF#^!%>/7L2]][YBL,DVF/V4/51A<1"^]})+BXA->_\LRO#]^T/UT&HR"#
M,7<.GKY^=/AF>1UKVNY7G>:5YY[>6$>93FB_@V%KV#GM> MZUV_W3YI]X;?R/9I9T$TT?C"[LZ3(/H;1_)GGF;!=/"@S? R2+W;3L7;RO"1 M7\/)7WG\"H[P=>=-ZR+1>@8+>/VH\P:/[=>$?MWV)BK3$T]/IW] MM[L#[ZQ_>M0>##]]=[[7[1[YGO*&^I-
O3"8!;B>,%"C(RRA3>.9W,5+7SO M['0P:'L?6X/!:>]+WSHY[?5/VW=]R]L:QV'(VPMAC-+&3^)]G/L>'9ZFDT>_^!9>)H]>> KZV! 3X8]"K M)[%S#[BR>6CZ\7V[WVX-?.?&4GT-?^(=Q/2=IA,=)_E$>W$0^EZDLAP>\"X(M4O[@PFL;ASCDE)XG"&,?_
N%Y,D'JMD%$=>EN3C*[CQL0[FF>_-X0>=ID%T MX7NC4,/EXU_991+G%Y?S/*-A)CJ$BTT67IJI+(@C JA'<.L /S. HQ#7FP$# M2[)+#^9X?6Y9C\# X>M'YQ9<5):I\26 &X(A@!Q.,5.P,>7- 4KHZWB*PWEP M MX\3^9Q"K>Q3%F&9OX]\-
'Y7X3<.52@HE.@T0CTA,+!=2'/XD?6!: /\(= MQ#?V);P#0X@QQ2^]]C,,=MP:59"*698G@ZJ8'"U$ 8#6=OL;DUO+7>Z4?@ MU7!S;T_[P!,0#2[B>$('>]W"7 &>(J:GP01O%?#1IV,4G*;GTGPZ#<:!CL8+ MO)6;RV!\B8P640N9[?@JBF]"/;G0$Z84. L.,LLS(/V>,@!
1.5:1PK^I =S MV&:2J2N@$RFN(E-!)*@)XN[\|$ VF;Z8"]IH%8Q4:(("1 M5D %OHBO'IM79=C=('J RM#QZB<8(-U10SUE#6%OA^7BNM=KEP'O'+??=GH= M%"D']+;72KT\!1@(H@KU>$D#>_#?/F_\$=W#ILO@,BH>TE= YSO)UMZER$PS MK2) +8>?
TJD"4B5:S0#S_Y'$]!T<(- U$(@SO95N5\|0SPX6 0>6Z) (([$O MHD<+)',+9'3$N"X5K&Q+@4H#""I\YG4B&"7+ MLZJ"!KZWLYS/ >A(.NJJF_IC11J@BN=0BJ+S!$ &J0>4H>N <0,UG9S4J'&& M(M $_@S5C0^DY2(/1>I*\A"^CA-0FE0TYC]U
HBEQT#FZ7=2IU#)"M7,O*53 MD)?Y[S_SR07B#+TC4\-?H3*"':$F".=ST)04V5!0*YK ,N,$=4- ?,1!$+)U MAC(\XAN(BR!71#@NBG)Y=ADG2/4NU36R%K0BZ P1]<\|"=)),..:I@&YJT,L MR0'"\0.9;5"?0[D/^)-=")"XF+E2V;3#RB(,"K,8P;X!U"5 /50),*@:(TK- M4U7-5N
818/%P^PF]K8.]K>]\YW!CG>!BAJ2#CTC=2]/],-QG""=9M-.&GP" M*-AZN@ML3Z,@DGIOU66BHTL=9,T]+=W3*O/=>H6U[_10O7=)G,_KH=L>/.F3 M0>)9]2]E;96_C5"U?@42R/T @!_&"\T/7G!"FRB@6BE2 V14K&9+$N4O(\ M(\S18_BX$%T'60P0'-Y2Y=WU.X?
=5N52_OYIT)D.0+>DNA+'.:7($]IPDDEL M&%%?IW,X:^"+^!29*0-A+EUKXFXANSW8)XIVM./]^G_]6>OO!=/=_<[F!_P M+-5_X?P[/AFG8>B)GOS\TS2)9UX&QX!T#O]M+F_Y\D(5S)!KEHXZC:8#FP #@OA/!.;+PMT(H#4,X9/N0;VVM M89
B49]#%J!)L4W1>D\6>+'<@["%OX"T&DU4,G%HFX=. S;9I7.0+8%4BNV> MC8%QQ(:Z!=W)\$C'88Q&G+CP$+%_R/RT2G%GU'&GB)8"U!2E$'I$799Q'D" M+\-WL"/:(TC*5G6U]I =;]69P4#C,)]H/B=X*YD\G-/"R2V27FJ=N1N]9CS M
SWJW!,@KS(JGTZ+GB(_2WXM?Z$5.KK,((O N;__"A]S;0X>0E M7-&%?@5C_95K.#>8\A5LB>[Q)W2Q>CG&XTVG@GCWW$,SV7WG#Q1P.H94 MNQB_\GI__F(>C$>P9[[TB/S%OZ"-[YW@ ?\^A&<4,UAC0#>KQZ.-,_)C#FG M8[_# ;H'Q+\N76EI1G>!M$^ZN1_5FE?
ONF[DZW]^I+>)U_((,!0@G*YHC9_9 M#U22KO^92$VLH)&H5UQ7^YHLIE/O6$\5G-D_$\N>-6+9;8?]7OT7A*0X3W_^ M:9"/4&@:K_0C>%O!-IP\"CZI>19Q(31NT1N5HGUP'H=A3J#.83" $NC,QL]D MEV>1]AQA].7KFUW;VOO8!NA@!4LUD.W E@!RCS%G&BZB_-
H\L^F1ROHSS\Y M9M"RGM95-RL<#59:LWZ&I3>7S:UELRP[!&#Z%39*]MR@3!.S$R*)L[*C01=3 MDJAV8;D1QUI>QL_S=&+'40R%3XAX[.+&KY_*2 M.B6PFXSWG0*% R*()@?09E,5^AZ01/'#LVTB@9W/ 465634.;D'/&Q30]/-/ M?,=!@O>)PC8.$,5!JN5B21V
A^"IBP1OOG@LQ2 +>^'FR>MMB04(-9IQB9KC MZC5"@OE6 CWTSS^5#A/V'W^"LX27.I?KG*B>!>1$(MM+.KX$=.0'_M1&/TGG M01@BQJ1C-6?1>I+/YO@V*@.6;N$42F"+8'P)XX. #F]OR8;*<' 3A!C<-(5[M $H 4 Z7'HVS'/X6G>=&9Z$B1'' '$)]*3H0B,NL"')',
[//Y&:I&E..&ZY M:_6> 7? 9-+=+)B%#!6!E 18E M8N87,""]9XYSXH@(X@2V=1>P8X,3W 5#%NS0:^"%-:8A?N6GQSL*(QM789 MBJ$;'?@,E2U!R J1TEL^\#Q10 MB';B69#5A?DPU$]W.SO[O]][N[N>>-.0>9PE\20?9QX%0\.N[^4B5IW& M)M].?
0CWTEU\N7FY4>EO/W<&V)6:BA,5[@: UT:(B_Q"40\H]-7$YC8WL'0# M_?]_,RL,D)L=O5O$0Y9AO#8F_N@KQ,0W=[5L -/)-?I+]I>57N+!X=V4A(E0 MC6)0OU)YRT;K8<@U209HH(F3!6H:(#<&I)5H0)HY*4U%E#NPD]1$$:%RN6 / MI54[&?=H%3#LM/2+N#@X1-&,
[>,C>9+I2-2O,<@-- A/%>G0YY"E".L'%&5- M.OY(%S\X3I#4AGEK"0_/C+NCT*]M-+ZS8+M E%OB/./<)'[-#FZDHB_++;$] MHIYE?]!V=GC%A+$46^XA2(PUKF^)[8M%LL&$)&_V_Y%-\3E2]>9@:P^V+O5H M@R.Y;W$K[C<>1/(@[C<>Q,]!49-*4Y]*L_\W4FD&[?Z'SE%
[X+5ZQTY^-J?5 M.$E[%Q1.G.8CY)7(X"M&=8F)$\,6B0@FE+G6>@\CB'S_^:!(IRS;ME8[&B>8 MZQ -K 6?-J(2R*QE@6&GNF22RY-%20B> =L)ZW(0_-9>+=Q D=F81[RR: W*$FD+)< M(Y8C5SKQAN6MTH) 5+,BF.*LR;&:TZ[A53X]"MJ2\X/)* Z&D8>L3,*7]@\> M/3-
;:*32 UCE5CLI>- AU*XX#P3_%P^\QVS=!'MR)2Z)"<6&XGBZ*'^!)(B M1O\Q_)C44/L,"8(DTHF'1U)>4K0;SW@E;I"/#+"S :EDFTKYOJ34284PW7V5 MM>2U()RUO+KFG54$]BLMI)X^5S-T\9GZM1V^>7P+&?^'BZSA LLKHT4XI3KZ MK:'PAY-.KW-R?
N)]..V>G[0E]]*$>Y23=!5']Z//AQ.();$#<4^)U;-*'##\ M0]!TKBBLS\T:]]0LSD%=!(D(J)2@[@4YSRCI!'/I*#5\3/G#C+6NM57XP#+) M][UR!8U9'F8!4"%676G,@BCUB51C,MV(YUMI,?[\.$C=XCPL\N&G*]"M2;D# ML\N5*U5FF_90T&X@9P)G'U5G7;U8N0OE7<#84?
6F'$XDV=UPF[C:/-$8" "$ M%X<@?]O&QK$&:^:_70M $5RZX]]_]% I;G(Y7L -KZ3ETDXP7+10_]DE(V=H M&81Y4T],'9$TG\T*9SH\%8%*-5HVZ%L0*YL\,#3<;+H*?,9F4:J*:I;A@Y5 MC)2H7,6.=20D.LN3B,TMZ,'E(9:%(D_!'4U0'+%'9O+C87MF%WB!Y!H-8X7< ML;8\
EZJ(Q\5I]_PQH8WKH,W'FP";^RWC]J=LR'SQ.-VM_.AW>]4V:$0-]%Q M"F) XN5-$F2@2#2!6,KSXJ@R;99+ <%[! S'J-):@N=.,5PJMP!1O/",N7/ M;C":7<.,6_N[V276S[)11DS8YTAQ)H8+6V+/$?I$-H&S8.XTDHN; +;$_!7H MZ$B;E0@-
ZQ3ULZTGM#Z@2A3UCZ&@AAS"DFDM46PBC8CL MXB-J3!$F%-*/)')B\PS8SQU/2\YUW#":CB.%Q830WY&'6D+S.32H5&ZH0DL+ M:[?O7<8W6"')Y[B68KN8NX#$E):R((-ZL6Q'&3-J).Y?X5;_R@-QXI=U(-]1 M.F]7JBG 2=O M8DBF7#:LYL=<8F)'5X^CR,W8 (C:"!
M<8O";Q1Y)0-3CV&D\>T+8';$XF7*N'+3_^INO51K4N#K9Q>/=R$,) M!RDRP9>X?L.1&XZ\%H[\9!,X,BBH0X G5E+;K<%YGVI+5JV88G&R)40LNK'# MTK%ZS8">%,KILBY9,#X@URZ-- S??$?LWJ%.DWB-Q0)H&/3C1 M7,_N#A,#86-
G,JR3BYJ[\JF9P:"G\EX(9';*.^J*$I+DY>VSI$RT):8C5@"11 MCOV>0+9LUIP8QU!22#./PLXB%E*2R!@0G37YQ7+(*__T]*BVQ!;ZMUUO%. ML(IG2-NT=49.G)T-BL=/SDX&V\P1VY%.+A9%01+OO5-D*0H!L/*8Z9!PGA_M
N]V!]>^U^L,AK2FUF!XLKTLKIB:AR5C+!Q6,,*O@?V/ 2#CR8)UIJE.'@(_MF6BCN-'1(DQ/45%5.46]/PPY3AA.1"=;Z7:59B,8RN&YMX]CH7]/P>F? T%D MVQ3JN[PC4-,R"Z)VH2B',<<%,81LN3!5 C^A@(2BA\72'^;(.4KR0N47]+4!*S'Q(A%9E)!! M//]>ND@S/7NU4FY;
(3A8&3)(.0C&.6/76+&$A5]]#K H9V;A,,\27!0B2(V- MX%$=<,FZ]C!]J4^Z?/1 ?]\PC55R";J+YG6F<'BT-+1_&"0V<+K5&WS8+JQ# MD<8+0&$22P:*Q%(B-RAU ZBR=X%N8QIT1*LQ M\1ZF)%P!9H$H/$(G$3R"] 50$^C?POG6J5#B8UY#FBYOYQUL!R-[)[F-#IFB
M2XD2('SO<$ $]R,22ZP 34X=9US!-3@#_"!E4' <7J59$K*9$.3X/S4?6,ZHE]*]B/]2J)M2"6B[RL* M*]:2V=_V1GD:$.E 97!]J[4,UL9(H3R-5F)6&##*/S5VOQWO1 R Y@<36,30 MM"3PCS30FH@!SH9@"?)1R#=ME;@]1Q:YS^%6+^#N&.Q#BBN_VUXF*@@7SHYD
MM3[[+5%-!-I8HO];(.O?$MGQN(GLH,B.QTUDQ]TTQL/3_G&[7ZLL5I7)+UZ5 MHQ=:Z$*?BIJG<+#FKPU4&9*62@97E'EVJ.S'EO MSQO2'I^V &/0EJRV*QE%-%X>H>N(ZOO9$MQ<%4E%5\CDR3TEF<6CVB$XU14N M1)(IR_6*6##A_,!-^T4MM01? =2O209DH!1>
[^O9Y7F,J(!R-)\J/5 MN*R:A?H!>CE!$R;_L-OB0%AUU3Y,JA(J)%GPMNQ=NR :QT2#B0PD5&G/87#&V:;$UU36-0X7<0ZA%X]PDPF^"#-I(#RM9 M]B_?C>CP=!/LS8.C]^WC\RZ:G$]:G=ZPW6OUCMKUYF90\F9S+%-&=J7"C"1E M&8P/4LR,G&I3==/5A4U2@1O&
<*L_(AF?AXJUUOJ14>0 TC?!C/@DG[MY+R9O M:3EH$\-&XQ&('Y&X[P,V(#*ED@R+!@3(T>E272K"'&:/S.FOH74/OUD+OGFT"O>N>#@9>]]L]_5A'Y\B614V\]+QJ M8+"-0Q_((&-+;+ EC(I[?R(#O6@PXG4P"\6FZFWM[NP_^67;6#&7#.LVAKOP MV^,G)B?LY^=>
2#')&1NL8+4LBW=&F-[@P]BBF9YR9(4FXO@/N\^ON-Q"0F; MPTDFDP)K(0I^MXL;,BR8^4[+!Q"E*!#T;U$W\8?E1&QJX %)I_34ZRZ1>$UU# M:%#-K< MXQLD\LS4J+ IU6'@.$BK4IE1[=7A"+T_3MJ_>T#,\YK0H2M E._H P"[SCDB;. UL8XPM2E<@M1D>N*)@+
[RJ\P'PO3! &_AV M37!K]!+R:&1V$XYKQ=XP0$11*9]7SZ5<"V6G'/%%-H$:"*8K1*]SP_8:MK<. MMO=\$]C>L-T_868W+/>D8ZJ0:!0:/?:7C=GA)RTKK#)?4:#1-15Z>WLOG[SP MYCL@61_#0 H6S TW2:(%=#T&MC0;Z80A_S$U-GU*R>2#>7(EJC'
MRJY(WUT1L6)20#X?&EX82U<("M9><(/^!ALS5A,D+>9,:_H$:0Y6G,(0.T#7 M!WP'$ 'JOZ)0@I&*KCC$ET0@L5##UASR*WL6Z<88"TR8L!M%L%.RRV,I0 P7 M,R=85T'$W('$0V"L_M;>;B4VP.;'SK,BUMS85TV*#:\5\W5M\NY4D:\C-B!) M[9BNN?
8*Q"OT(F]JHNR(OD9S;?U:;_4*E,"-F:@3@44M+\R4+H$))2?'8\H MZ*T(/2%)W 25E\-+I$!M%C#4VS@CC.2ADOJE="%[2 -;\Z:(^&'%3%0Q,?NX M1A^)$BDI)B9GP)[@"M#^W>D.;]59Q;[-V]%<>I$%FVGB2N&2K;&/+[T]ZG)N6 M?2:EK:QG$9^(#?

Processing Centers (RPCs). Our patented process allows us to successfully recover the hydrocarbons which we believe could then be used to produce asphaltic cement and/or other petroleum-based products. We are currently focusing our soil remediation efforts on our project in Kuwait and our upcoming
project in the Houston, Texas area.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p id="xdx_846_ecustom--DeconsolidationOfVivaSpherePolicyTextBlock_zBuakjKrdmqc" style="font: 10pt Times
New Roman, Times, Serif; margin: 0; text-align: justify"><i>Deconsolidation</i></p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On September 7, 2023 we entered into an
Acquisition Agreement (the “Agreement”) to sell 100% of the common stock of VivaSphere, Inc. (“VivaSphere”) and its assets, which were completely impaired by the Company in the fiscal year 2022, to a private buyer. The transaction closed on February 15, 2024. Under the terms of the Agreement, the
purchase price of approximately $7.5 million consists of a promissory note payable (the “Convertible Note”) to the
Company payable in full four years after the closing date. In the event the buyer does not close a transaction with a public company within one year from the close of the transaction, then the Company has the right to foreclose on and repossess the assets. The Convertible Note is convertible into common shares
of a public company after the buyer closes a transaction to become a public company, which has a ceiling of 17.99% of the total number of shares outstanding of the public company. The “Conversion Price” shall equal the greater of (a) $0.75 per share or (b) the lesser of (i) 90% of the volume weighted average
price for the Common Stock during the ten (10) consecutive trading days of the Common Stock immediately preceding the applicable Conversion Date on which the Company elects to convert all or part of this Note or (ii) $2.25 per share. Due to uncertainty of the collectability of the principal amount of the
Convertible Note, we have established an allowance for the entire amount, and we have not accrued any interest receivable in connection with the Convertible Note.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In accordance with ASC 810, as of October 1, 2023, we deconsolidated Viva Wealth Fund I, LLC (“VWFI”), recognizing a gain
on deconsolidation of $438,099 in the fourth quarter of fiscal year 2023, and as of February 15, 2024 we
deconsolidated VivaSphere, recognizing a gain of $177,550 for the six months ended September 30,
2024. The assets, liabilities and equity related to VWFI and VivaSphere were removed from our financial statements on their respective deconsolidation dates, resulting in the gains on deconsolidation.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </p> 7500000438099177550<p id="xdx_84D_eus-gaap--ImpairmentOrDisposalOfLongLivedAssetsPolicyTextBlock_zGWt1GmDfMAg" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"><i>Long Lived Assets</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The Company reviews the carrying values of its long-lived assets for possible impairment whenever events or changes in circumstances indicate that the
carrying amount may not be recoverable. If the expected future cash flow from the use of the asset and its eventual disposition is less than the carrying amount of the asset, an impairment loss is recognized and measured using the fair value of the related asset. For the nine months ended September 30, 2024,
the Company continued to build its wash plant for planned operations at its Houston, Texas site. The Company evaluated, and determined that there was no trigger event, and therefore there was no impairment incurred during the nine months ended September 30, 2024. There can be no assurance that market
conditions will not change or demand for the Company’s services will continue, which could result in impairment of long-lived assets in the future.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0">
</p> <p id="xdx_84C_eus-gaap--GoodwillAndIntangibleAssetsPolicyTextBlock_zgDaUaX6VOp4" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Intangible Assets and Goodwill</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0; text-align: justify">We account for intangible assets and goodwill in accordance with ASC 350 <i>“Intangibles-Goodwill and Other”</i> (“ASC 350”). We assess our intangible assets in accordance with ASC 360 “<i>Property,
Plant, and Equipment</i>” (“ASC 360”). Impairment testing is required when events occur that indicate an asset group may not be recoverable (“triggering events”). As detailed in ASC 360-10-35-21, the following are examples of such events or changes in circumstances (sometimes referred to as impairment
indicators or triggers): (a) A significant decrease in the market price of a long-lived asset (asset group) (b) A significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used or in its physical condition. (c) A significant adverse change in legal factors or in the business
climate that could affect the value of a long-lived asset (asset group), including an adverse action or assessment by a regulator (d) An accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group) (e) A current-period
operating or cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the use of a long-lived asset (asset group) (f) A current expectation that, more likely than not, a long-lived asset (asset group) will be sold or
otherwise disposed of significantly before the end of its previously estimated useful life. The term more likely than not refers to a level of likelihood that is more than 50 percent. We performed an analysis and assessed no triggering event has occurred, and no impairment for the nine months ended
September 30, 2024.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p id="xdx_84F_eus-gaap--RevenueRecognitionPolicyTextBlock_zkdzrx7vXdY8" style="font: 10pt Times New Roman,
Times, Serif; margin: 0; text-align: justify"><i>Revenue Recognition</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">For the nine months ended September 30, 2024, our sales consisted of storage services
and the sale of crude oil or like products. For the nine months ended September 30, 2024, disaggregated revenue by customer type was as follows: $<span id="xdx_905_eus-gaap--RecognitionOfDeferredRevenue_pp0p0_c20240101__20240930__us-gaap--ConcentrationRiskByBenchmarkAxis__us-gaap--
SalesRevenueNetMember__us-gaap--ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt--ProductOrServiceAxis__custom--CrudeOilRevenueMember_zalpaCtArHFg" title="Revenue recognition">40,132,938 <span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">in crude oil sales, and $<span id="xdx_90B_eus-gaap--RecognitionOfDeferredRevenue_pp0p0_c20240101__20240930__us-gaap--ConcentrationRiskByBenchmarkAxis__us-gaap--SalesRevenueNetMember__us-gaap--ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt-
-ProductOrServiceAxis__custom--NaturalGasLiquidsMember_zTZBDJ3kCaP6" title="Revenue recognition">7,985,998 in product related to natural gas liquids sales. During the third quarter of 2024, the Company
entered into a Crude Petroleum Sales Agreement with White Claw Crude (“WC Crude”). Both WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.</p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0"> </p> 401329387985998<p id="xdx_84F_ecustom--RelatedPartyRevenuePolicyTextBlock_zBSeROc3zeR5" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"><i>Related Party Revenues</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">We sell crude oil or like products and provide storage services to related parties under long-term contracts. We acquired these contracts in our August 1,
2022 acquisition of Silver Fuels Delhi, LLC and White Claw Colorado City, LLC. Our revenue from related parties for 2024 and 2023 was $17,119,485 and $9,834,095. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales
Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> 171194859834095<p
id="xdx_84D_eus-gaap--ConcentrationRiskCreditRisk_ztMD984y2ixi" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Major Customers and Concentration of
Credit Risk</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt">The Company has two major customers, which account for approximately <span id="xdx_909_eus-gaap--ConcentrationRiskPercentage1_c20240101__20240930__us-gaap--ConcentrationRiskByBenchmarkAxis__us-gaap--AccountsReceivableMember__us-gaap--
ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt--MajorCustomersAxis__custom--TwoCustomersMember_pdd" title="Concentration risk, percentage"><span id="xdx_906_eus-gaap--ConcentrationRiskPercentage1_c20230101__20230930__us-gaap--
ConcentrationRiskByBenchmarkAxis__us-gaap--AccountsReceivableMember__us-gaap--ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt--MajorCustomersAxis__custom--TwoCustomersMember_pdd" title="Concentration risk, percentage">99% of the balance of
accounts receivable as of September 30, 2024 and 2023. Our two major customers (one of which is a related party) accounted for <span id="xdx_905_eus-gaap--ConcentrationRiskPercentage1_c20240101__20240930__us-gaap--ConcentrationRiskByBenchmarkAxis__us-gaap--SalesRevenueNetMember__us-gaap--
ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt--MajorCustomersAxis__custom--TwoCustomersMember_pdd" title="Concentration risk, percentage"><span id="xdx_90B_eus-gaap--ConcentrationRiskPercentage1_c20230101__20230930__us-gaap--
ConcentrationRiskByBenchmarkAxis__us-gaap--SalesRevenueNetMember__us-gaap--ConcentrationRiskByTypeAxis__us-gaap--CustomerConcentrationRiskMember__srt--MajorCustomersAxis__custom--TwoCustomersMember_pdd" title="Concentration risk, percentage">99% of the Company’s
revenues for the nine months ended September 30, 2024 and 2023.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> 0.990.990.990.99<p id="xdx_84B_eus-gaap--
AdvertisingCostsPolicyTextBlock_zgWRB3mlIj3h" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Advertising Expense</i></p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">Advertising costs are expensed as incurred. The Company did <span id="xdx_903_eus-gaap--AdvertisingExpense_pp0p0_do_c20230101__20230930_zP4xal1uSyg6"
title="Advertising expense">not incur advertising expense for the nine months ended September 30, 2024 and 2023.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> 00<p
id="xdx_842_eus-gaap--EarningsPerSharePolicyTextBlock_zHpas73M8g5k" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Net Income/Loss Per
Share</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt">Basic net income (loss) per share is calculated by subtracting any preferred interest distributions from net income (loss), all divided by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents.
Diluted net income (loss) per common share is computed by dividing the net income (loss) by the weighted-average number of common share equivalents outstanding for the period determined using the treasury stock method if their effect is dilutive. Potential dilutive instruments have been excluded from the
calculation of the weighted-average number of common shares outstanding when the Company is in a net loss position. For the three and nine months ended September 30, 2024 and 2023 our potential dilutive instruments were excluded from the weighted-average calculation as they were antidilutive. Potential
dilutive instruments as of September 30, 2024 and 2023 include the following: convertible notes payable, which are convertible into approximately <span id="xdx_902_eus-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20240101__20240930__us-gaap--
AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__us-gaap--ConvertibleNotesPayableMember_pdd" title="Antidilutive securities excluded from computation of earnings per share, amount">773,269 and <span id="xdx_900_eus-gaap--
AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20230101__20230930__us-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__us-gaap--ConvertibleNotesPayableMember_pdd" title="Antidilutive securities excluded from
computation of earnings per share, amount">214,560 shares of common stock, stock options and vesting or unissued stock awards granted to previous and current employees of <span id="xdx_904_eus-gaap--
AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20240101__20240930__us-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__custom--
StockOptionsAndUnissuedStockAwardsGrantedToCurrentOrPreviousEmployeesMember_pdd" title="Antidilutive securities excluded from computation of earnings per share, amount">2,003,252 and <span id="xdx_90B_eus-gaap--
AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20230101__20230930__us-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__custom--
StockOptionsAndUnissuedStockAwardsGrantedToCurrentOrPreviousEmployeesMember_pdd" title="Antidilutive securities excluded from computation of earnings per share, amount">2,590,968 shares of common stock, stock options and vesting or unissued stock awards granted to board members or
consultants of <span id="xdx_90A_eus-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20240101__20240930__us-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__custom--
StockOptionsAndUnissuedAwardsGrantedToBoardMembersOrConsultantsMember_pdd" title="Antidilutive securities excluded from computation of earnings per share, amount">572,948 and <span id="xdx_908_eus-gaap--
AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount_c20230101__20230930__us-gaap--AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis__custom--StockOptionsAndUnissuedAwardsGrantedToBoardMembersOrConsultantsMember_pdd"
title="Antidilutive securities excluded from computation of earnings per share, amount">680,274 shares of common stock. The Company issued free standing stock options to purchase <span id="xdx_90B_ecustom--StockOptionIssued_c20240101__20240930__us-gaap--
RelatedPartyTransactionsByRelatedPartyAxis__custom--ThirdPartyMember_pdd" title="Stock option issued">1,000,000 shares of our common stock to a third party in a bundled transaction with debt during 2023 (see Note 6), which such stock option was exercised in September 2024 for a reduction in
debt. The Company also has warrants outstanding to purchase <span id="xdx_90C_eus-gaap--ClassOfWarrantOrRightOutstanding_iI_c20230930_zWHJGa0kgYd8" title="Warrants
outstanding">399,040 shares of common stock as of September 30, 2024 and 2023.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p>
773269214560200325225909685729486802741000000399040399040<p id="xdx_848_eus-gaap--UseOfEstimates_zW4pEF9xYBxa" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Use of Estimates</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align:
justify">The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates, judgments, and assumptions that affect the
amounts reported in the consolidated financial statements and accompanying notes. We believe our critical accounting estimates relate to the following: Recoverability of current and noncurrent assets, stock-based compensation, income taxes, effective interest rates related to long-term debt, lease assets and
liabilities, valuation of stock used to acquire assets, derivatives, and fair values of the intangible assets and goodwill.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt
Times New Roman, Times, Serif; margin: 0; text-align: justify">While our estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from
these estimates and assumptions.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p id="xdx_844_eus-gaap--FairValueOfFinancialInstrumentsPolicy_zaCEJvQWAtp3" style="font: 10pt Times
New Roman, Times, Serif; margin: 0; text-align: justify"><i>Fair Value of Financial Instruments</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0">
 </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The Company follows Accounting Standards Codification
(“ASC”) 820, “Fair Value Measurements and Disclosures” (“ASC 820”), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements,
establishes a framework for measuring fair value, and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company’s financial position or operating results but did expand certain disclosures.</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">ASC 820 defines fair value as the
price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.
These inputs are prioritized below:</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt">Level 1: Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Level 2: Applies to assets or liabilities for which there are inputs other than quoted prices that are
observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or
can be derived principally from, or corroborated by, observable market data.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0;
text-align: justify">Level 3: Applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.</p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">The Company analyzes all financial instruments with features of both liabilities and equity under the Financial Accounting Standard Board’s (“FASB”) accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of
input that is significant to the fair value measurement. The carrying amounts reported in the consolidated balance sheets for marketable securities are classified as Level 1 assets due to observable quoted prices for identical assets in active markets. The carrying amounts reported in the consolidated balance
sheets for cash, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their estimated fair market values based on the short-term maturity of these instruments. The recorded values of notes payable approximate their current fair values because of their nature, rates,
and respective maturity dates or durations.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p id="xdx_802_eus-gaap--SubstantialDoubtAboutGoingConcernTextBlock_zS0P9KSx1fN8"
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 2. Going Concern & Liquidity</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">We have historically suffered net
losses and cumulative negative cash flows from operations, and as of September 30, 2024, we had an accumulated deficit of approximately $72.8 <span id="xdx_905_eus-gaap--RetainedEarningsAccumulatedDeficit_iNI_pp0d_di_c20240930_zBJS8LB0w4Uf" style="display: none" title="Accumulated
deficit">72,791,791 million. As of September 30, 2024 and 2023, we had a working capital deficit of approximately $42.5 million and $<span id="xdx_90B_ecustom--
WorkingCapitalDeficit_iI_pp0n3_dm_c20230930_z3ejr1T96MLa" title="Working capital deficit">19 million, respectively. As of September 30, 2024, we had cash of approximately $687 thousand. As of
September 30, 2024, we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered common
stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once
construction is completed of these sites, of the $13 million, approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Company’s ability to continue as a going concern.</p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">During the nine months ended September 30, 2024, subject to available cash flows, the Company continued to develop its technologies, its strategy to
monetize its intellectual properties and execute its business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3 million through debt financings with
individual investors, $2.2 million through a sale lease back agreement. During the nine months ended September 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock.</p> <p style="font: 10pt Times New Roman, Times,
Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Based on the above, we believe there is
substantial doubt about the Company’s ability to continue as a going concern. The Company has prepared the consolidated financial statements on a going concern basis. If the Company encounters unforeseen circumstances that place constraints on its capital resources, management will be required to take
various measures to conserve liquidity. Management cannot provide any assurance that the Company will be able to execute its plans to raise additional capital, close its merger and acquisitions, or that its operations or business plan will be profitable.</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> -727917914250000019000000687000we have current obligations to pay approximately $24.8 million of debt. Of the $24.8 million, $13.8 million can be satisfied through the issuance of registered
common stock under the terms of the debt. Approximately $13 million ($9.1 million of unearned revenue $3.9 million in accounts payable (Note 5)) is related to the sale leaseback of our Remediation Processing Unit A & B, wash plant facilities, and our White Claw Colorado City site pipeline extension. Once
construction is completed of these sites, of the $13 million, approximately $7.1 million will be financed over eight years and $3.9 million (Note 7) will be financed over four years. These conditions raise substantial doubt about the Company’s ability to continue as a going concern.the Company continued to
develop its technologies, its strategy to monetize its intellectual properties and execute its business plan. To date we have financed our operations primarily through debt financing, private and public equity offerings and our working interest agreements. For the fiscal year 2023 we raised approximately $3
million through debt financings with individual investors, $2.2 million through a sale lease back agreement. During the nine months ended September 30, 2024, we raised an additional $4.7 million through debt financings and $1.4 million through the sale of common stock.<p id="xdx_80B_eus-gaap--
PropertyPlantAndEquipmentDisclosureTextBlock_zFozzZFoLAc7" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 3. Property and Equipment
</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">The following table sets forth the components of the Company’s property and equipment at September 30, 2024 and December 31, 2023:</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <table cellpadding="0" cellspacing="0" id="xdx_886_eus-gaap--PropertyPlantAndEquipmentTextBlock_zCdP2kDquLq4" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Property and Equipment (Details)"> <tr
style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Schedule of property and equipment, net</td> <td> </td> <td style="text-align: left"> </td>
<td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td>
<td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align:
right"> </td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="10" style="border-bottom: Black 1pt solid; font-
weight: bold; text-align: center">September 30, 2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="10" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">December 31, 2023</td> <td
style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid;
font-weight: bold; text-align: center">Gross
 Carrying
 Amount</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated

 Depreciation</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight:
bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Gross
 Carrying
 Amount</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-
bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated
 Depreciation</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom:
Black 1pt solid; font-weight: bold; text-align: center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 28%; text-
align: left">Office furniture</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_986_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-
align: right" title="Gross Carrying Amount">14,998</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_981_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-
gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Depreciation">14,998</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td
id="xdx_98F_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">0</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td>
<td style="width: 1%; text-align: left">$</td> <td id="xdx_980_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-align: right" title="Gross Carrying Amount">14,998</td> <td
style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_987_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--
FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Depreciation">7,823</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_989_eus-gaap--
PropertyPlantAndEquipmentNet_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--FurnitureAndFixturesMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">7,175</td> <td style="width: 1%; text-align: left"> </td></tr> <tr style="vertical-align: bottom;
background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Vehicles</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-
gaap--VehiclesMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">36,432</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_985_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-
gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--VehiclesMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">36,432</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_985_eus-gaap--
PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--VehiclesMember_pp0p0" style="text-align: right" title="Net Book Value">0</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_987_eus-gaap--
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gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--VehiclesMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">33,396</td> <td style="text-align: left"> </td> <td> </td> <td
style="text-align: left"> </td> <td id="xdx_98C_eus-gaap--PropertyPlantAndEquipmentNet_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--VehiclesMember_pp0p0" style="text-align: right" title="Net Book Value">3,036</td> <td style="text-align: left"> </td></tr> <tr style="vertical-
align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Equipment</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_980_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--
PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">942,880</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98A_eus-gaap--
AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">539,814</td> <td style="text-align: left"> </td> <td> </td> <td
style="text-align: left"> </td> <td id="xdx_98A_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Net Book Value">403,066</td> <td style="text-align: left"> </td> <td> </td> <td
style="text-align: left"> </td> <td id="xdx_98A_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">942,880</td> <td style="text-align: left"> </td>
<td> </td> <td style="text-align: left"> </td> <td id="xdx_98C_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Accumulated
Depreciation">435,260</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98C_eus-gaap--PropertyPlantAndEquipmentNet_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__us-gaap--EquipmentMember_pp0p0" style="text-align: right" title="Net
Book Value">507,620</td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Property</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_980_eus-gaap--
PropertyPlantAndEquipmentGross_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">17,000</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_982_eus-gaap-
-AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">-</td> <td
style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98A_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align: right" title="Net Book Value">17,000</td> <td
style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_986_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">17,000</td>
<td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_989_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align:
right" title="Accumulated Depreciation">0</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98F_eus-gaap--PropertyPlantAndEquipmentNet_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--PropertyMember_pp0p0" style="text-align:
right" title="Net Book Value">17,000</td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Finance lease- Right of use assets</td> <td> </td> <td
style="text-align: left"> </td> <td id="xdx_982_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--FinanceLeaseRightOfUseAssetMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">3,579,544</td> <td style="text-align:
left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_981_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--FinanceLeaseRightOfUseAssetMember_pp0p0" style="text-align:
right" title="Accumulated Depreciation">2,270,142</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98B_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--
FinanceLeaseRightOfUseAssetMember_pp0p0" style="text-align: right" title="Net Book Value">1,309,402</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_987_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--
PropertyPlantAndEquipmentByTypeAxis__custom--FinanceLeaseRightOfUseAssetMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">3,579,544</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98B_eus-gaap--
AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--FinanceLeaseRightOfUseAssetMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">1,484,324</td> <td style="text-align:
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style="text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align:
left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-
align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td></tr> <tr
style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Construction in process:</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td>
<td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align:
right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td></tr> <tr style="vertical-
align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Wash Plant Facilities</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--
PropertyPlantAndEquipmentByTypeAxis__custom--WashPlantFacilitiesMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">5,722,632</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98E_eus-gaap--
AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--WashPlantFacilitiesMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">-</td>
<td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_986_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--WashPlantFacilitiesMember_pp0p0" style="text-align: right" title="Net Book
Value">5,722,632</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_986_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--WashPlantFacilitiesMember_pp0p0" style="text-align: right"
title="Gross Carrying Amount">3,344,968</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_980_eus-gaap--AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom-
-WashPlantFacilitiesMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">-</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_988_eus-gaap--
PropertyPlantAndEquipmentNet_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--WashPlantFacilitiesMember_pp0p0" style="text-align: right" title="Net Book Value">3,344,968</td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color:
rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Cavitation device</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_984_eus-gaap--PropertyPlantAndEquipmentGross_c20240930__us-gaap--
PropertyPlantAndEquipmentByTypeAxis__custom--CavitationDeviceMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">72,201</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98B_eus-gaap--
AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--CavitationDeviceMember_pp0p0" style="text-align: right" title="Accumulated Depreciation">-</td>
<td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--PropertyPlantAndEquipmentNet_c20240930__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--CavitationDeviceMember_pp0p0" style="text-align: right" title="Net Book Value">72,201</td>
<td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--PropertyPlantAndEquipmentGross_c20231231__us-gaap--PropertyPlantAndEquipmentByTypeAxis__custom--CavitationDeviceMember_pp0p0" style="text-align: right" title="Gross Carrying

1pt"> </td> <td colspan="10" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">September 30, 2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="10" style="border-bottom: Black 1pt solid;
font-weight: bold; text-align: center">December 31, 2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom:
1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center"> <p style="margin-top: 0; margin-bottom: 0">Gross</p> <p style="margin-top: 0; margin-bottom: 0">Carrying
 Amount</p></td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td
style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated
 Amortization</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td
colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold;
text-align: center"> <p style="margin-top: 0; margin-bottom: 0">Gross
 Carrying</p> <p style="margin-top: 0; margin-bottom: 0">Amount</p></td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-
bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated
 Amortization</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align:
center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 28%; text-align: left">Extraction Technology
patents</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_984_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right"
title="Gross Carrying Amount">113,430</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_980_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930__us-gaap--
FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Amortization">23,909</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td>
<td id="xdx_989_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">89,521</td> <td style="width: 1%; text-align: left"> </td> <td
style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_98B_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Gross
Carrying Amount">113,430</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231__us-gaap--
FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Amortization">18,905</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td>
<td id="xdx_983_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">94,525</td> <td style="width: 1%; text-align: left"> </td></tr>
<tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Extraction Technology</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap-
-FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">16,385,157</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_989_eus-gaap--
FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Accumulated Amortization">7,919,493</td> <td style="text-align: left"> </td> <td> </td> <td style="text-
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style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">16,385,157</td> <td style="text-align:
left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_98F_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Accumulated
Amortization">7,305,049</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_981_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align:
right" title="Net Book Value">9,080,108</td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Acquired crude oil contracts</td> <td
style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_984_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom:
Black 1pt solid; text-align: right" title="Gross Carrying Amount">16,788,760</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_983_eus-gaap--
FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Accumulated Amortization">3,862,896</td> <td style="padding-
bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--
AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Net Book Value">12,925,864</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td
id="xdx_98E_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Gross Carrying Amount">16,788,760</td> <td style="padding-
bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_989_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--
AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Accumulated Amortization">2,525,739</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align:
left"> </td> <td id="xdx_980_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Net Book Value">14,263,021</td> <td
style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Total intangible assets</td> <td style="padding-bottom: 2.5pt"> </td> <td
style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_988_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Gross Carrying Amount">33,287,347</td> <td style="padding-bottom: 2.5pt; text-align:
left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_98F_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Accumulated
Amortization">11,806,298</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930_pp0p0" style="border-bottom:
Black 2.5pt double; text-align: right" title="Net Book Value">21,481,049</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--
FiniteLivedIntangibleAssetsGross_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Gross Carrying Amount">33,287,347</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double;
text-align: left">$</td> <td id="xdx_989_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Accumulated Amortization">9,849,693</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td
style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_98B_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Net Book Value">23,437,654</td> <td
style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p id="xdx_8A9_zQ7XJnUIVZNh" style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0; text-align: justify">The changes in the carrying amount of goodwill are as follows:</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </p> <table cellpadding="0" cellspacing="0" id="xdx_89E_eus-gaap--ScheduleOfGoodwillTextBlock_zWXWJs9Pbm4h" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Intangible Assets, Net and Goodwill (Details
1)"> <tr style="vertical-align: bottom; background-color: White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Schedule of goodwill </td> <td style="padding-bottom: 1pt"> </td> <td
style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: center"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt">Goodwill</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="text-indent: -0.125in;
padding-left: 0.125in; width: 88%; text-align: left">January 1, 2023</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">
$</td> <td id="xdx_98B_eus-gaap--GoodwillGross_c20221231_pp0p0" style="width: 9%; text-align: right" title="Goodwill">12,678,108</td>
<td style="width: 1%; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt">Business combination acquisition⁽¹⁾</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left">
 </td> <td id="xdx_989_eus-gaap--GoodwillPurchaseAccountingAdjustments_pp0p0_c20230101__20231231_fKDEp_zqHsz7BDB7Bc" style="border-bottom: Black 1pt solid; text-align: right" title="Business combination
acquisition">2,306,660</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-
color: rgb(204,238,255)"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">December 31, 2023</td> <td style="padding-bottom: 1pt"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left">$</td> <td id="xdx_98C_eus-gaap--GoodwillGross_c20231231_pp0p0" style="border-bottom: Black 1pt solid; text-align:
right" title="Goodwill">14,984,768</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom;
background-color: White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 2.5pt">September 30, 2024</td> <td style="padding-bottom: 2.5pt"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--GoodwillGross_c20240930_pp0p0" style="border-bottom: Black 2.5pt
double; text-align: right" title="Goodwill">14,984,768</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <div style="width: 25%"><div style="border-top: Black 1pt solid; font-size: 1pt"> </div></div> <table border="0" cellpadding="0" cellspacing="0"
style="font: 10pt Times New Roman, Times, Serif; width: 100%; border-collapse: collapse"> <tr> <td style="vertical-align: top; width: 0in"></td> <td style="vertical-align: top; width: 0.25in">(1)</td> <td style="vertical-align: top; text-align: justify"> The measurement of assets acquired
and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill
within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023.</td> </tr> </table> <p id="xdx_8A8_zocUurYiwDBd" style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </p> <table cellpadding="0" cellspacing="0" id="xdx_890_ecustom--ScheduleOfIntellectualPropertyNetAndGoodwillTableTextBlock_zHP2IATktXde" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%"
summary="xdx: Disclosure - Intangible Assets, Net and Goodwill (Details)"> <tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Schedule of
components of intellectual property</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td
style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td
style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight:
bold; padding-bottom: 1pt"> </td> <td colspan="10" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">September 30, 2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="10" style="border-
bottom: Black 1pt solid; font-weight: bold; text-align: center">December 31, 2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight:
bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center"> <p style="margin-top: 0; margin-bottom: 0">Gross</p> <p style="margin-top: 0; margin-bottom: 0">Carrying
 Amount</p></td> <td style="padding-bottom: 1pt; font-weight:
bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated
 Amortization</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-
bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt
solid; font-weight: bold; text-align: center"> <p style="margin-top: 0; margin-bottom: 0">Gross
 Carrying</p> <p style="margin-top: 0; margin-bottom: 0">Amount</p></td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td
colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Accumulated
 Amortization</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-
weight: bold; text-align: center">Net Book
 Value</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 28%; text-align:
left">Extraction Technology patents</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_984_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0"
style="width: 9%; text-align: right" title="Gross Carrying Amount">113,430</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_980_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930__us-gaap--
FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Amortization">23,909</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td>
<td id="xdx_989_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">89,521</td> <td style="width: 1%; text-align: left"> </td> <td
style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_98B_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Gross
Carrying Amount">113,430</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231__us-gaap--
FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Accumulated Amortization">18,905</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td>
<td id="xdx_983_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyPatentsMember_pp0p0" style="width: 9%; text-align: right" title="Net Book Value">94,525</td> <td style="width: 1%; text-align: left"> </td></tr>
<tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Extraction Technology</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap-
-FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">16,385,157</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_989_eus-gaap--
FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Accumulated Amortization">7,919,493</td> <td style="text-align: left"> </td> <td> </td> <td style="text-
align: left"> </td> <td id="xdx_98B_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Net Book Value">8,465,664</td> <td style="text-align: left"> </td> <td> </td> <td
style="text-align: left"> </td> <td id="xdx_98D_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align: right" title="Gross Carrying Amount">16,385,157</td> <td style="text-align:
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Amortization">7,305,049</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_981_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--ExtractionTechnologyMember_pp0p0" style="text-align:
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style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_984_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom:
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bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td id="xdx_986_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--
AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Net Book Value">12,925,864</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td
id="xdx_98E_eus-gaap--FiniteLivedIntangibleAssetsGross_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Gross Carrying Amount">16,788,760</td> <td style="padding-
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AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Accumulated Amortization">2,525,739</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align:
left"> </td> <td id="xdx_980_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231__us-gaap--FiniteLivedIntangibleAssetsByMajorClassAxis__custom--AcquiredCrudeOilContractsMember_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Net Book Value">14,263,021</td> <td
style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Total intangible assets</td> <td style="padding-bottom: 2.5pt"> </td> <td
style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_988_eus-gaap--FiniteLivedIntangibleAssetsGross_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Gross Carrying Amount">33,287,347</td> <td style="padding-bottom: 2.5pt; text-align:
left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_98F_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Accumulated
Amortization">11,806,298</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--FiniteLivedIntangibleAssetsNet_c20240930_pp0p0" style="border-bottom:
Black 2.5pt double; text-align: right" title="Net Book Value">21,481,049</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--
FiniteLivedIntangibleAssetsGross_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Gross Carrying Amount">33,287,347</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double;
text-align: left">$</td> <td id="xdx_989_eus-gaap--FiniteLivedIntangibleAssetsAccumulatedAmortization_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Accumulated Amortization">9,849,693</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td
style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td id="xdx_98B_eus-gaap--FiniteLivedIntangibleAssetsNet_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Net Book Value">23,437,654</td> <td
style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> 1134302390989521113430189059452516385157791949384656641638515773050499080108167887603862896129258641678876025257391426302133287347118062982148104933287347984969323437654<table cellpadding="0"
cellspacing="0" id="xdx_89E_eus-gaap--ScheduleOfGoodwillTextBlock_zWXWJs9Pbm4h" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Intangible Assets, Net and Goodwill (Details 1)"> <tr style="vertical-align: bottom; background-color:
White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Schedule of goodwill </td> <td style="padding-bottom: 1pt"> </td> <td style="text-align: left"> </td> <td style="text-align: right"> </td>
<td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: center"> </td> <td style="font-weight: bold; padding-bottom:
1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">Goodwill</td> <td style="padding-
bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="text-indent: -0.125in; padding-left: 0.125in; width: 88%; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt">January 1, 2023</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">$</td> <td id="xdx_98B_eus-gaap--GoodwillGross_c20221231_pp0p0" style="width: 9%; text-align: right" title="Goodwill">12,678,108</td> <td style="width: 1%; text-align: left"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Business
combination acquisition⁽¹⁾</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td id="xdx_989_eus-gaap--GoodwillPurchaseAccountingAdjustments_pp0p0_c20230101__20231231_fKDEp_zqHsz7BDB7Bc" style="border-bottom: Black 1pt solid; text-align: right" title="Business combination acquisition"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt">2,306,660</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="text-indent: -0.125in; padding-left: 0.125in;
text-align: left; padding-bottom: 1pt">December 31, 2023</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt
solid; text-align: left">$</td> <td id="xdx_98C_eus-gaap--GoodwillGross_c20231231_pp0p0" style="border-bottom: Black 1pt solid; text-align: right" title="Goodwill"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">14,984,768</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom; background-color: White"> <td style="text-indent: -0.125in; padding-left: 0.125in; text-
align: left; padding-bottom: 2.5pt">September 30, 2024</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black
2.5pt double; text-align: left">$</td> <td id="xdx_981_eus-gaap--GoodwillGross_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; text-align: right" title="Goodwill"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt">14,984,768</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"> </p> <div style="width: 25%"><div style="border-top: Black 1pt solid; font-size: 1pt"> </div></div> <table border="0" cellpadding="0" cellspacing="0" style="font: 10pt Times New Roman, Times, Serif; width: 100%; border-collapse: collapse"> <tr> <td
style="vertical-align: top; width: 0in"></td> <td style="vertical-align: top; width: 0.25in">(1)</td> <td
style="vertical-align: top; text-align: justify"> The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject
to adjustment within twelve months. Management hired a valuation expert who performed a valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of
the acquired contracts by $2.3 million in 2023.</td> </tr> </table> 1267810823066601498476814984768<p id="xdx_804_eus-gaap--AccountsPayableAndAccruedLiabilitiesDisclosureTextBlock_zUM9wtqyFtBj" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 5. Accounts Payable and Accrued Expenses</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Accounts payable and accrued expenses consist of the following:</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> <table cellpadding="0" cellspacing="0" id="xdx_896_eus-gaap--ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock_zY9Jrbhiqgge" style="font: 10pt Times New Roman, Times, Serif;
border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Accounts Payable and Accrued Expenses (Details)"> <tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span id="xdx_8B9_z2nBxaOKTSx4"
style="display: none">Schedule of accounts payable and accrued expenses</td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_493_20240930_z3PP6oRE3e83" style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td
id="xdx_49C_20231231_zbDmjqCp0Ca" style="text-align: right"> </td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td
colspan="2" style="font-weight: bold; text-align: center">September 30,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">December 31,</td> <td style="padding-bottom:
1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-
align: center">2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td>
</tr> <tr id="xdx_403_eus-gaap--AccountsPayableCurrent_iI_pp0p0_maAPAALzfQr_zu0YwSFVcUK8" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left">Accounts payable</td> <td
style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">8,070,842</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">5,226,071</td>
<td style="width: 1%; text-align: left"> </td></tr> <tr id="xdx_402_ecustom--OfficeAccessDeposits_iI_pp0p0_maAPAALzfQr_zcq8HCDNJuaa" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Office access
deposits</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">-</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">-
</td> <td style="text-align: left"> </td></tr> <tr id="xdx_402_eus-gaap--UnearnedPremiums_iI_pp0p0_maAPAALzfQr_zByeZkz3I0jc" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align:
left">Unearned revenue</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">9,107,297</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">9,107,297</td> <td style="text-align: left"> </td></tr> <tr
id="xdx_40A_ecustom--AccruedInterestVariousNotesAndLoansPayable_iI_pp0p0_maAPAALzfQr_zI27KNVaweI1" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Accrued interest (various notes and loans payable)
</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">122,331</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">178,999</td> <td style="text-align: left"> </td></tr> <tr id="xdx_407_ecustom--
AccruedInterestWorkingInterestRoyaltyPrograms_iI_pp0p0_maAPAALzfQr_zJJ00TJr5Wv4" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Accrued interest (working interest royalty programs)</td>
<td> </td> <td style="text-align: left"> </td> <td style="text-align: right">1,591,907</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">1,396,528</td> <td style="text-align: left"> </td></tr> <tr id="xdx_406_eus-gaap--
IncomeTaxExaminationPenaltiesAndInterestAccrued_iI_pp0p0_maAPAALzfQr_zkQFTky9fvP9" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Accrued tax penalties and interest</td> <td
style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">742,801</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black
1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">669,747</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr id="xdx_405_eus-gaap--AccountsPayableAndAccruedLiabilitiesCurrentAndNoncurrent_iTI_pp0p0_mtAPAALzfQr_zybvHtmCyXC2"
style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left">Accounts payable and accrued expenses</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt
double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">19,635,178</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-
bottom: Black 2.5pt double; text-align: right">16,578,642</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p id="xdx_8AB_zWO6Iw9GVto4" style="margin: 0"> </p> <table cellpadding="0" cellspacing="0" id="xdx_899_ecustom--
ScheduleOfAccountsPayableAndAccruedLiabilitiesRelatedPartyTableTextBlock_zMuNA5tn4XTe" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Accounts Payable and Accrued Expenses (Details 1)"> <tr style="vertical-align: bottom;
background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Schedule of accounts payable and accrued expenses related parties</td> <td style="padding-bottom:
1pt"> </td> <td style="text-align: left"> </td> <td id="xdx_49B_20240930_zE4DiTSiNK79" style="text-align: right"> </td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="text-align: left"> </td> <td id="xdx_49E_20231231_zcp3dGUhBoNc"
style="text-align: right"> </td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2"
style="font-weight: bold; text-align: center">September 30,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">December 31,</td> <td style="padding-bottom: 1pt; font-
weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align:
center">2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr>
<tr id="xdx_401_ecustom--AccountsPayableRelatedParties_iI_pp0p0" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left">Accounts payable- related parties</td> <td style="width: 1%"> </td>
<td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">738,633</td> <td style="width: 1%; text-align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">1,933,817</td> <td style="width: 1%; text-
align: left"> </td></tr> <tr id="xdx_406_ecustom--AccruedInterestNotesPayableRelatedParties_iI_pp0p0" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Accrued interest (notes payable)-
related parties</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">39,926</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td
style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">0</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr id="xdx_406_ecustom--AccountsPayableAndAccruedExpensesRelatedParties_iI_pp0p0" style="vertical-align:
bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 2.5pt">Accounts payable and accrued expenses- related parties</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt
double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">778,559</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom:
Black 2.5pt double; text-align: right">1,933,817</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr id="xdx_404_ecustom--AccruedCompensation_iI_pp0p0" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in;
text-align: left; padding-bottom: 2.5pt">Accrued compensation</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">1,046,481</td> <td style="padding-bottom: 2.5pt; text-align:
left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">1,968,063</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p
id="xdx_8A7_zMljkR92ybQl" style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt">For the nine months ended September 30, 2024, our accounts payable and accrued expenses include unverified billings from a service provider in the amount of $<span id="xdx_90A_eus-gaap--OtherAccountsPayableAndAccruedLiabilities_c20240930_pp0p0" title="Other Accounts
Payable and Accrued Liabilities">371,075, of which the Company is in the process of reviewing and may dispute in the near future.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p>
<p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As of September 30, 2024 and December 31, 2023, our accounts payable are primarily made up of trade payables for the purchase of crude oil and
unearned revenue related to the construction of and intended sale leaseback of Remediation Processing Unit- System A & B.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As of September 30, 2024 and December 31, 2023, trade accounts payables in the amount of $<span id="xdx_902_eus-gaap--
AccountsPayableTradeCurrent_c20240930__srt--TitleOfIndividualAxis__srt--ChiefExecutiveOfficerMember_pp0p0" title="Accounts payable, trade payable">109,129 and $<span id="xdx_90C_eus-gaap--AccountsPayableTradeCurrent_c20231231__srt--TitleOfIndividualAxis__srt--
ChiefExecutiveOfficerMember_pp0p0" title="Accounts payable, trade payable">1,933,817 is with a vendor who our CEO is a beneficiary of. As of September 30, 2024 and December 31, 2023, accounts payable related to consulting services rendered of $<span id="xdx_906_ecustom--
AccountsPayableRelatedToServicesRendered_c20240930_pp0p0" title="Accounts payable related to services rendered">596,341 and $178,325,
are with a vendor who our CEO is a beneficiary of.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As of September 30, 2024, accrued compensation to current employees includes $<span id="xdx_901_eus-gaap--AccruedVacationCurrentAndNoncurrent_c20240930__srt--TitleOfIndividualAxis__srt--ChiefExecutiveOfficerMember_pp0p0"
title="Accrued Vacation">147,982 in accrued vacation pay due to our Chief Executive Officer, which may be payable in cash or stock if unused, and $<span id="xdx_901_ecustom--DueToRelatedParty_c20240930__srt--TitleOfIndividualAxis__srt--ChiefFinancialOfficerMember_pp0p0" title="Due to related
party">315,627 due to our Chief Financial Officer, which includes $90,002 in accrued sick and vacation pay is
payable in cash if unused and $168,443 in accrued bonuses. Accrued compensation includes prorated year end accrued

cash bonuses that are considered probable.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On August 22, 2024, we entered into a new executive employment agreement
with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the “Base Salary”), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of
$500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment
agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive
employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (“LTIP”), and the shares will only
vest as set forth in the LTIP.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <table cellpadding="0" cellspacing="0" id="xdx_896_eus-gaap--
ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock_zY9Jrbhiqgge" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Accounts Payable and Accrued Expenses (Details)"> <tr style="vertical-align: bottom; background-color:
White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Schedule of accounts payable and accrued expenses</td> <td> </td> <td style="text-align: left"> </td> <td
id="xdx_493_20240930_z3PP6oRE3e83" style="text-align: right"> </td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td id="xdx_49C_20231231_zbDmjqCp0Ca" style="text-align: right"> </td> <td style="text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td
style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">September 30,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-
weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">December 31,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align:
left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td
colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr id="xdx_403_eus-gaap--AccountsPayableCurrent_iI_pp0p0_maAPAALzfQr_zu0YwSFVcUK8" style="vertical-align: bottom; background-color:
rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left">Accounts payable</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">8,070,842</td> <td style="width: 1%; text-
align: left"> </td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">5,226,071</td> <td style="width: 1%; text-align: left"> </td></tr> <tr id="xdx_402_ecustom--OfficeAccessDeposits_iI_pp0p0_maAPAALzfQr_zcq8HCDNJuaa" style="vertical-
align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Office access deposits</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">-</td> <td
style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">-</td> <td style="text-align: left"> </td></tr> <tr id="xdx_402_eus-gaap--UnearnedPremiums_iI_pp0p0_maAPAALzfQr_zByeZkz3I0jc" style="vertical-
align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Unearned revenue</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">9,107,297</td> <td style="text-align: left"> </td> <td> </td>
<td style="text-align: left"> </td> <td style="text-align: right">9,107,297</td> <td style="text-align: left"> </td></tr> <tr id="xdx_40A_ecustom--AccruedInterestVariousNotesAndLoansPayable_iI_pp0p0_maAPAALzfQr_zI27KNVawel1" style="vertical-align: bottom; background-color: White"> <td
style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Accrued interest (various notes and loans payable)</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">122,331</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align:
left"> </td> <td style="text-align: right">178,999</td> <td style="text-align: left"> </td></tr> <tr id="xdx_407_ecustom--AccruedInterestWorkingInterestRoyaltyPrograms_iI_pp0p0_maAPAALzfQr_zJJ00TJr5Wv4" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align:
top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Accrued interest (working interest royalty programs)</td> <td> </td> <td style="text-align: left"> </td> <td style="text-align: right">1,591,907</td> <td style="text-align: left"> </td> <td> </td> <td style="text-align: left"> </td> <td
style="text-align: right">1,396,528</td> <td style="text-align: left"> </td></tr> <tr id="xdx_406_eus-gaap--IncomeTaxExaminationPenaltiesAndInterestAccrued_iI_pp0p0_maAPAALzfQr_zkQFTky9fvP9" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent:
-0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Accrued tax penalties and interest</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">742,801</td> <td
style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">669,747</td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr
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left">Accounts payable and accrued expenses</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">19,635,178</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td
style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">16,578,642</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table>
8070842522607191072979107297122331178999159190713965287428016697471963517816578642<table cellpadding="0" cellspacing="0" id="xdx_899_ecustom--ScheduleOfAccountsPayableAndAccruedLiabilitiesRelatedPartyTableTextBlock_zMuNA5tn4XTe" style="font: 10pt Times New Roman, Times, Serif;
border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Accounts Payable and Accrued Expenses (Details 1)"> <tr style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Schedule of accounts payable and accrued expenses related parties</td> <td style="padding-bottom: 1pt"> </td> <td style="text-align: left"> </td> <td id="xdx_49B_20240930_zE4DiTSiNK79" style="text-align: right"> </td> <td style="padding-
bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="text-align: left"> </td> <td id="xdx_49E_20231231_zcp3dGUhBoNc" style="text-align: right"> </td> <td style="padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-
align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">September 30,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold;
padding-bottom: 1pt"> </td> <td colspan="2" style="font-weight: bold; text-align: center">December 31,</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr style="vertical-align: bottom"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td>
<td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2024</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td> <td style="font-weight: bold; padding-bottom: 1pt"> </td> <td colspan="2"
style="border-bottom: Black 1pt solid; font-weight: bold; text-align: center">2023</td> <td style="padding-bottom: 1pt; font-weight: bold"> </td></tr> <tr id="xdx_401_ecustom--AccountsPayableRelatedParties_iI_pp0p0" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-
align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left">Accounts payable- related parties</td> <td style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">738,633</td> <td style="width: 1%; text-align: left"> </td> <td
style="width: 1%"> </td> <td style="width: 1%; text-align: left">$</td> <td style="width: 9%; text-align: right">1,933,817</td> <td style="width: 1%; text-align: left"> </td></tr> <tr id="xdx_406_ecustom--AccruedInterestNotesPayableRelatedParties_iI_pp0p0" style="vertical-align: bottom; background-color:
White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Accrued interest (notes payable)- related parties</td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom:
Black 1pt solid; text-align: right">39,926</td> <td style="padding-bottom: 1pt; text-align: left"> </td> <td style="padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; text-align: right">0</td> <td style="padding-bottom:
1pt; text-align: left"> </td></tr> <tr id="xdx_406_ecustom--AccountsPayableAndAccruedExpensesRelatedParties_iI_pp0p0" style="vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom:
2.5pt">Accounts payable and accrued expenses- related parties</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">778,559</td> <td style="padding-bottom: 2.5pt; text-align:
left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">1,933,817</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr id="xdx_404_ecustom--
AccruedCompensation_iI_pp0p0" style="vertical-align: bottom; background-color: White"> <td style="vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 2.5pt">Accrued compensation</td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black
2.5pt double; text-align: left">$</td> <td style="border-bottom: Black 2.5pt double; text-align: right">1,046,481</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td> <td style="padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; text-align: left">$</td> <td style="border-
bottom: Black 2.5pt double; text-align: right">1,968,063</td> <td style="padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> 7386331933817399260778559193381710464811968063371075109129193381759634117832514798231562790002168443we entered into a new executive employment
agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President, Marketing will receive $200,000 annually (the “Base Salary”), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net
profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive
employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of Company common stock equivalent in value to $150,000, which is priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the
executive employment agreement). The signing bonus has not been issued and is due not later than thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan (“LTIP”), and the
shares will only vest as set forth in the LTIP.<p id="xdx_80D_eus-gaap--MortgageNotesPayableDisclosureTextBlock_zpyomDUpQh5c" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 6. Loans and Notes Payable</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-
align: justify">Loans and notes payable and their maturities consist of the following:</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Third party debt:</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </p> <table cellpadding="0" cellspacing="0" id="xdx_89B_eus-gaap--ScheduleOfDebtInstrumentsTextBlock_zTdxSy40o875" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Loans
and Notes Payable (Details)"> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span id="xdx_8BD_zsfGVWZDhMS1"
style="display: none">Schedule of loans and notes payable </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font:
10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times
New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-align: left">
</td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; text-align: center">September 30,
 2024</td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="font: bold 10pt
Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; text-align: center"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">December 31,
 2023</td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif;
vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left">Various promissory notes
and convertible notes</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%"> </td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt">$</td> <td id="xdx_989_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--VariousPromissoryNotesAndConvertibleNotesMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Total
Notes Payable">50,960</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"> </td> <td style="font: 10pt
Times New Roman, Times, Serif; width: 1%"> </td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left">$</td>
<td id="xdx_987_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--VariousPromissoryNotesAndConvertibleNotesMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Total Notes Payable"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">50,960</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align:
bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Novus Capital Group LLC Note</td> <td style="font:
10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
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-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_989_eus-gaap--NotesPayable_c20231231__us-gaap--
LongtermDebtTypeAxis__custom--NovusCapitalGroupLLCNoteMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">171,554</td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif;
vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">National Buick GMC</td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_987_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--
NationalBuickGMCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">13,556</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98E_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--NationalBuickGMCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes
Payable">13,556</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Blue Ridge Bank
</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
</td> <td id="xdx_989_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--BlueRidgeBankMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">410,200</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_983_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--
BlueRidgeBankMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">410,200</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-
left: 0.125in; text-align: left">Small Business Administration</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98D_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--SmallBusinessAdministrationMember_pp0p0"
style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">349,579</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td id="xdx_986_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--SmallBusinessAdministrationMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">299,900</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times,
Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Al Dali International for Gen. Trading
& Cont. Co. (a)</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </td> <td id="xdx_98F_eus-gaap--NotesPayable_iI_pp0p0_c20240930__us-gaap--LongtermDebtTypeAxis__custom--AlDaliInternationalForGenTradingAndContCoMember_fKGEp_zwMT6OzHZ7V8" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes
Payable">173,167</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New
Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98F_eus-gaap--
NotesPayable_iI_pp0p0_c20231231__us-gaap--LongtermDebtTypeAxis__custom--AlDaliInternationalForGenTradingAndContCoMember_fKGEp_zh6ruxFrHVYi" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">974,594</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color:
rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">RSF, LLC</td> <td style="font: 10pt Times New Roman, Times, Serif">
 </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98C_eus-gaap--NotesPayable_c20240930__us-
gaap--LongtermDebtTypeAxis__custom--RSFLLCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">500,000</td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: left"> </td> <td id="xdx_98A_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--RSFLLCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right"
title="Total Notes Payable">500,000</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font:
10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Keke
Mingo</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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size: 10pt">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_986_eus-gaap--NotesPayable_c20231231__us-gaap--
LongtermDebtTypeAxis__custom--KekeMingoMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">913,240</td> <td style="font: 10pt Times New Roman, Times, Serif;
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indent: -0.125in; padding-left: 0.125in; text-align: left">Justin Ellis (b)</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_981_eus-gaap--NotesPayable_iI_pp0p0_c20240930__us-gaap--LongtermDebtTypeAxis__custom--JustinEllisMember_fKGIp_zKHrdqw32yF8"
style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">322,000</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td id="xdx_986_eus-gaap--NotesPayable_iI_pp0p0_c20231231__us-gaap--LongtermDebtTypeAxis__custom--JustinEllisMember_fKGIp_z18WhXo0rfqh" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr
style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">Cedarview Opportunities Master Fund LP</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times
New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_981_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--CedarviewOpportunitiesMasterFundLPMember_pp0p0" style="border-bottom:
Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">1,772,879</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt
Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98B_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--CedarviewOpportunitiesMasterFundLPMember_pp0p0" style="border-
bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable">-</td> <td style="font: 10pt Times New Roman, Times,
Serif; padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times,
Serif; padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Total notes payable</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_98C_eus-gaap--
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Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt">
</td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_982_eus-gaap--NotesPayable_c20231231_pp0p0" style="border-bottom: Black 2.5pt double;
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Times New Roman, Times, Serif; font-size: 10pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left; text-indent: -0.125in; padding-left: 0.125in; vertical-align: top">
 </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
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text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif;
text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif;
vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Loans and notes payable, current</td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_981_eus-gaap--NotesAndLoansPayableCurrent_c20240930_pp0p0" style="font: 10pt Times New
Roman, Times, Serif; text-align: right" title="Loans and notes payable, current">3,236,529</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">$</td> <td id="xdx_98B_eus-gaap--NotesAndLoansPayableCurrent_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, current"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">2,477,970</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td
style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Loans and notes payable, long term</td> <td style="font: 10pt Times New Roman, Times,
Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_988_ecustom--
NotesAndLoansPayableNonCurrent_c20240930_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long term">355,812</td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left">$</td> <td id="xdx_981_ecustom--NotesAndLoansPayableNonCurrent_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long
term">856,034</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> </table> <p
id="xdx_8A2_zQXz7cS8K1l7" style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"><i>Related party debt:</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"> </p> <table cellpadding="0" cellspacing="0" id="xdx_894_ecustom--
ScheduleOfLoansAndNotesPayableRelatedPartiesTableTextBlock_zTPS5GbVx765" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Loans and Notes Payable (Details 1)"> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align:
bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Schedule of loans and notes payable related parties</td> <td
style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font:
10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt
Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-align: left"> </td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align:
center; padding-bottom: 1pt; vertical-align: bottom"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt">September 30,
 2024</td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align: center; padding-bottom: 1pt; vertical-align: bottom">
</td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align: center; padding-bottom: 1pt; vertical-align: bottom"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New
Roman, Times, Serif; vertical-align: bottom; text-align: center">December 31,
 2023</td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align: center; padding-bottom: 1pt; vertical-align: bottom"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-
left: 0.125in; width: 76%; text-align: left">Jorgan Development, LLC</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%">
</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left">$</td> <td id="xdx_981_eus-gaap--OtherNotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--
JorganDevelopmentLLCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Total Notes Payable- related parties">18,763,296</td> <td style="font: 10pt Times New Roman,
Times, Serif; width: 1%; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%"> </td> <td style="font: 10pt
Times New Roman, Times, Serif; width: 1%; text-align: left"> </td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--JorganDevelopmentLLCMember_pp0p0" style="font:
10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Total Notes Payable- related parties">20,841,052</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left:
0.125in; text-align: left">Ballengee Holdings, LLC (c)</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font:
10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_985_eus-gaap--OtherNotesPayable_iI_pp0p0_c20240930__us-gaap--LongtermDebtTypeAxis__custom--
BallengeeHoldingsLLCMember_fKGMp_zMb44o7eFqE8" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties">1,264,150</td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"> </td> <td id="xdx_98A_eus-gaap--OtherNotesPayable_iI_pp0p0_c20231231__us-gaap--LongtermDebtTypeAxis__custom--BallengeeHoldingsLLCMember_fKGMp_zhAIHevsq2oe" style="font: 10pt
Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
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padding-left: 0.125in; text-align: left">Tyler Nelson</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt
Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_981_eus-gaap--OtherNotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--TylerNelsonMember_pp0p0" style="font: 10pt Times New Roman,
Times, Serif; text-align: right" title="Total Notes Payable- related parties">1,115,849</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-
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size: 10pt"> </td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--TylerNelsonMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Triple
T Trading Company LLC</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left">
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right" title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">395,036</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--TripleTMember_pp0p0" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right"
title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">375,124</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Total notes payable- related parties</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-
bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_985_eus-gaap--OtherNotesPayable_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; font: 10pt Times
New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">21,538,331</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New
Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right"
title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">21,216,176</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in;
padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Loans and notes payable, current- related parties</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_988_ecustom--LoansAndNotesPayableCurrentRelatedParties_c20240930_pp0p0" style="font: 10pt Times New
Roman, Times, Serif; text-align: right" title="Loans and notes payable, current- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">21,538,331</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_987_ecustom--LoansAndNotesPayableCurrentRelatedParties_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, current- related parties"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">15,626,168</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Loans and notes payable, long term- related parties</span></td> <td
style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td
id="xdx_987_ecustom--LoansAndNotesPayableLongTermRelatedParties_c20240930_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long term- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-
sec-ix-hidden: xdx2ixbrl1275">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98D_ecustom--
LoansAndNotesPayableLongTermRelatedParties_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long term- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">5,590,008</span></td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> </table> <p id="xdx_8AB_zme4gmO1BOWi" style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New
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Loans and Notes Payable (Details 2)"> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span
id="xdx_8B5_zJnzdKbm9D96" style="display: none">Schedule of maturities of loans and notes payable</span></td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_490_20240930_zgrwwEGwrNV4"
style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr id="xdx_406_eus-gaap--LongTermDebtMaturitiesRepaymentsOfPrincipalInNextTwelveMonths_iI_pp0p0_maNALPzdch_zapBSjFBwS9l" style="font:
10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 88%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt">2024</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">$</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">17,313,784</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-
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Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">7,519,146</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr
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text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2026</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">35,552</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr id="xdx_404_eus-gaap--
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0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2027</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">17,232</span></td> <td style="font:
10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr id="xdx_402_eus-gaap--LongTermDebtMaturitiesRepaymentsOfPrincipalInYearFive_iI_pp0p0_maNALPzdch_zDrngVoE984b" style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2028</span>
</td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span>
</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">17,232</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </span></td></tr> <tr id="xdx_40C_eus-gaap--LongTermDebtMaturitiesRepaymentsOfPrincipalAfterYearFive_iI_pp0p0_maNALPzdch_zfvSFnbmXt48" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman,
Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Thereafter</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black
1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">227,726</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"> </span></td></tr> <tr id="xdx_40A_eus-gaap--NotesAndLoansPayable_iTI_pp0p0_mtNALPzdch_zJVFQKAgSpAk" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif;
vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Total</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New
Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">25,130,672</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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New Roman, Times, Serif; font-size: 10pt">(a)</span></td> <td style="vertical-align: top; text-align: justify"><span id="xdx_F12_zsdiHUWSD7la" style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> On September 9, 2024, Al Dali International for Gen. Trading &amp; Cont. Co. (DIC) submitted
a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the
stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note
agreement as previously disclosed.</span></td> </tr> <tr> <td style="vertical-align: top"></td> <td style="vertical-align: top; text-align: justify"><span id="xdx_F07_zcnXKU20ANbd" style="font-family: Times New Roman, Times, Serif; font-size: 10pt">(b)</span></td> <td style="vertical-align: top; text-
align: justify"><span id="xdx_F1F_zQG4mpUu2Hjc" style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000)
restricted shares of the Company’s common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to
mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor
conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.</span></td> </tr> <tr> <td
style="vertical-align: top; text-align: justify"></td> <td style="vertical-align: top; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">(c)</span></td> <td style="vertical-align: top"> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">As previously disclosed, on May 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company.</span></p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company’s common stock, which is currently accrued in related party
accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due
under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion
would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.</span></p> </td> </tr> <tr style="display: none"> <td style="display: none; vertical-align: top; text-align: justify"> </td> <td
id="xdx_F0B_zOwB2Tm5sxfi" style="display: none; vertical-align: top; text-align: justify">(c)</td> <td style="display: none; vertical-align: top"> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; display: none; text-align: justify"><span id="xdx_F1F_z7VoctpvJLyj" style="display: none; font-family:
Times New Roman, Times, Serif; font-size: 10pt"> As previously disclosed, on May 23, 2024, we issued a promissory note (the “Note”), to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company. Additionally, on July 5, 2024, the
Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company’s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued.
The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at
price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our
common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.</span></p></td></tr> </table> <p id="xdx_8AA_zA2VNYkcifV6" style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></p> <table cellpadding="0" cellspacing="0" id="xdx_89B_eus-gaap--ScheduleOfDebtInstrumentsTextBlock_zTdxSy40o875" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Loans and Notes Payable (Details)"> <tr
style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span id="xdx_8BD_zsfGVWZDhMS1" style="display: none">Schedule of
loans and notes payable </span></td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-
align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: bold 10pt
Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; text-align: center"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">September 30,<br/> 2024</span></td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: bold 10pt Times New Roman, Times, Serif;
padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; text-align: center"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">December 31,<br/> 2023</span></td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 76%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Various promissory notes and convertible
notes</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_989_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--VariousPromissoryNotesAndConvertibleNotesMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Total Notes
Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">50,960</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times
New Roman, Times, Serif; width: 1%"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td
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Times, Serif; font-size: 10pt">50,960</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Novus Capital Group LLC Note</span></td> <td style="font: 10pt Times
New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_984_eus-gaap--
NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--NovusCapitalGroupLLCNoteMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-sec-ix-
hidden: xdx2ixbrl1200">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_989_eus-gaap--NotesPayable_c20231231__us-gaap--
LongtermDebtTypeAxis__custom--NovusCapitalGroupLLCNoteMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">171,554</span></td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif;
vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">National Buick GMC</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_987_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--
NationalBuickGMCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">13,556</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98E_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--NationalBuickGMCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes
Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">13,556</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Blue Ridge Bank</span>
</td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span>
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10pt">410,200</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_983_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--
BlueRidgeBankMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">410,200</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-
left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Small Business Administration</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98D_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--SmallBusinessAdministrationMember_pp0p0"
style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">349,579</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
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style="font-family: Times New Roman, Times, Serif; font-size: 10pt">299,900</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times,
Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Al Dali International for Gen. Trading
&amp; Cont. Co. (a)</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
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Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">173,167</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New
Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98F_eus-gaap--
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Serif; font-size: 10pt">974,594</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color:
rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">RSF, LLC</span></td> <td style="font: 10pt Times New Roman, Times, Serif">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98C_eus-gaap--NotesPayable_c20240930__us-
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Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98A_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--RSFLLCMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right"
title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">500,000</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font:
10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Keke
Mingo</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1224">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_986_eus-gaap--NotesPayable_c20231231__us-gaap--
LongtermDebtTypeAxis__custom--KekeMingoMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">913,240</span></td> <td style="font: 10pt Times New Roman, Times, Serif;
text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-
indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Justin Ellis (b)</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td
style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_981_eus-gaap--NotesPayable_iI_pp0p0_c20240930__us-gaap--LongtermDebtTypeAxis__custom--JustinEllisMember_fKGIp_zKHrdqw32yF8"
style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">322,000</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_986_eus-gaap--NotesPayable_iI_pp0p0_c20231231__us-gaap--LongtermDebtTypeAxis__custom--JustinEllisMember_fKGIp_z18WhXo0rfqh" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1230">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr
style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">Cedarview Opportunities Master Fund LP</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times
New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_981_eus-gaap--NotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--CedarviewOpportunitiesMasterFundLPMember_pp0p0" style="border-bottom:
Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1,772,879</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt
Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98B_eus-gaap--NotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--CedarviewOpportunitiesMasterFundLPMember_pp0p0" style="border-
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Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times,
Serif; padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Total notes payable</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98C_eus-gaap--
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Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span>
</td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_982_eus-gaap--NotesPayable_c20231231_pp0p0" style="border-bottom: Black 2.5pt double;
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Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left; text-indent: -0.125in; padding-left: 0.125in; vertical-align: top">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif;
text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif;
text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New
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vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Loans and notes payable, current</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_981_eus-gaap--NotesAndLoansPayableCurrent_c20240930_pp0p0" style="font: 10pt Times New
Roman, Times, Serif; text-align: right" title="Loans and notes payable, current"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">3,236,529</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">$</span></td> <td id="xdx_98B_eus-gaap--NotesAndLoansPayableCurrent_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, current"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">2,477,970</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td
style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Loans and notes payable, long term</span></td> <td style="font: 10pt Times New Roman, Times,
Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_988_ecustom--
NotesAndLoansPayableNonCurrent_c20240930_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long term"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">355,812</span></td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_981_ecustom--NotesAndLoansPayableNonCurrent_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, long
term"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">856,034</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> </table>
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style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Loans and Notes Payable (Details 1)"> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times,
Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span id="xdx_8B1_zy2n3zSGRG9a" style="display: none">Schedule of loans and notes payable related parties</span></td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times
New Roman, Times, Serif; vertical-align: top; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align: center; padding-bottom: 1pt; vertical-align: bottom"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"> </span></td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">September 30,<br/>
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2024</td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align: center; padding-bottom: 1pt; vertical-align: bottom"> </td> <td style="font: bold 10pt Times New Roman, Times, Serif; text-align:
center; padding-bottom: 1pt; vertical-align: bottom"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"><span style="font-
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text-align: right" title="Total Notes Payable- related parties">18,763,296</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-
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parties">20,841,052</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"> </td></tr> <tr style="font: 10pt
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Holdings, LLC (c)</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
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Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98A_eus-gaap--
OtherNotesPayable_iI_pp0p0_c20231231__us-gaap--LongtermDebtTypeAxis__custom--BallengeeHoldingsLLCMember_fKGMp_zhAIHevsq2oe" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times,
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Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Tyler Nelson</td> <td
style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
id="xdx_981_eus-gaap--OtherNotesPayable_c20240930__us-gaap--LongtermDebtTypeAxis__custom--TylerNelsonMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">1,115,849</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231__us-gaap--LongtermDebtTypeAxis__custom--
TylerNelsonMember_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties">-</td> <td style="font: 10pt
Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif;
vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left; padding-bottom: 1pt">Triple T Trading Company LLC</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_989_eus-gaap--
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size: 10pt">375,124</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Total notes payable- related
parties</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_985_eus-gaap--OtherNotesPayable_c20240930_pp0p0" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties">21,538,331</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td> <td style="font: 10pt Times
New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">$</td> <td id="xdx_98F_eus-gaap--OtherNotesPayable_c20231231_pp0p0" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Total Notes Payable- related parties"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt">21,216,176</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif">
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text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New
Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr
style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt">Loans and notes payable, current- related parties</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_988_ecustom--LoansAndNotesPayableCurrentRelatedParties_c20240930_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, current- related parties">21,538,331</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times,
Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_987_ecustom--
LoansAndNotesPayableCurrentRelatedParties_c20231231_pp0p0" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Loans and notes payable, current- related parties">15,626,168</td> <td style="font:
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xdx2ixbrl1275">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_98D_ecustom--LoansAndNotesPayableLongTermRelatedParties_c20231231_pp0p0" style="font:
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background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Schedule of maturities of loans and notes payable</td> <td style="font: 10pt
Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_490_20240930_zgrwwEGwrNV4" style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left"> </td></tr> <tr id="xdx_406_eus-gaap--LongTermDebtMaturitiesRepaymentsOfPrincipalInNextTwelveMonths_iI_pp0p0_maNALPzdch_zapBSjFBwS9l" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman,
Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 88%; text-align: left">2024</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%"><span style="font-family: Times New
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17,313,784</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"> </td></tr> <tr id="xdx_404_eus-gaap--
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0.125in; text-align: left">2025</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman,
Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">7,519,146</td> <td style="font:
10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr id="xdx_404_eus-gaap--LongTermDebtMaturitiesRepaymentsOfPrincipalInYearThree_iI_pp0p0_maNALPzdch_z5uEsLkXEDAf" style="font: 10pt Times New
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</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">35,552</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
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New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">17,232</td> <td
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Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">Thereafter</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right">227,726</td> <td style="font: 10pt
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vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Total</td> <td style="font:
10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt">$</td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right">25,130,672</td> <td style="font: 10pt Times New Roman, Times, Serif;
padding-bottom: 2.5pt; text-align: left"> </td></tr> </table> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <div
style="width: 25%"><div style="border-top: Black 1pt solid; font-size: 1pt"> </div></div> <table border="0" cellpadding="0" cellspacing="0" style="font: 10pt Times New Roman, Times, Serif; width: 100%; border-collapse: collapse"> <tr> <td style="vertical-align: top; width: 0in"></td> <td style="vertical-
align: top; width: 0.25in; text-align: justify">(a)</td> <td style="vertical-align: top; text-align: justify"><span id="xdx_F12_zsdiHUWSD7la" style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> On September 9, 2024, Al Dali International for Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was
originally issued as security to secure repayment of the note payable. We are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the
remaining portion of note payable is anticipated to be paid out of operations of the RPC per the terms of the note agreement as previously disclosed.</td> </tr> <tr> <td style="vertical-align: top"></td> <td style="vertical-align: top; text-align: justify"><span id="xdx_F07_zcnXKU20ANbd" style="font-
family: Times New Roman, Times, Serif; font-size: 10pt">(b)</td> <td style="vertical-align: top; text-align: justify"> On July 8, 2024, we received a loan from a non-affiliated individual lender in
the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Company's common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of
10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing
price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the
issuance, which limitation may be raised to 9.99% upon from the lender.</td> </tr> <tr> <td style="vertical-align: top; text-align: justify"></td> <td style="vertical-align: top; text-align: justify">(c)</td> <td
style="vertical-align: top"><p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As previously disclosed, on May 23, 2024, we issued a promissory note to Ballengee Holdings, LLC, in the principal amount
of up to $1,500,000, for which loan advances of $804,150 have been made to the Company.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"> </p> <p style="font: 10pt Times New
Roman, Times, Serif; margin: 0; text-align: justify">Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552
($50,000) restricted shares of the Company's common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature
on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor
conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.</p> </td> </tr> <tr
style="display: none"><td style="display: none; vertical-align: top; text-align: justify"> </td> <td id="xdx_F0B_zOwB2Tm5sxfi" style="display: none; vertical-align: top; text-align: justify">(c)</td> <td style="display: none; vertical-align: top"><p style="font: 10pt Times New Roman, Times, Serif; margin: 0;
display: none; text-align: justify"> As previously disclosed, on May 23, 2024, we issued a promissory note (the "Note"), to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000,
for which loan advances of $804,150 have been made to the Company. Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company's common
stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to
convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share. The lender may not
convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.</p></td></tr> </table> 17313784751914635552172321723222772625130672<p
id="xdx_801_eus-gaap--CommitmentsAndContingenciesDisclosureTextBlock_zuxDOpOTGclc" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 7. Commitments and Contingencies</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0;
text-align: justify"><i>Finance Leases</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt
Times New Roman, Times, Serif; margin: 0; text-align: justify">On August 9, 2024, our subsidiary White Claw Colorado City, LLC ("WCCC"), entered into a supplement ("Supplement No. 4") to an existing Master Agreement (the "Master
Agreement") with Maxus Capital Group, LLC ("Maxus"). Under Supplement No. 4, Maxus agreed to finance approximately $2.1 million for the build-out of certain equipment and facilities related to a pipeline extension at our WCCC facility in Texas. Once the relevant equipment is constructed Maxus will own
the addition and we will lease these additions from Maxus under the terms of Supplement No. 4. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $<span id="xdx_904_eus-gaap--OperatingLeasesFutureMinimumPaymentsDueInFourYears_c20240819_pp0p0" title="Lease
term">32,161 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $374,702 or
lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p>
<p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On June 18, 2024, our subsidiary WCCC, entered into a supplement ("Supplement No. 3") to an existing Master Agreement (the "Master Agreement")
with Maxus. Under Supplement No. 3, Maxus agreed to finance approximately $1 million for the build-out of certain equipment and facilities related to the wash plant we are in the process of constructing on land leased by our subsidiary, VivaVentures Remediation Corp., in Houston, Texas. Once the relevant
equipment is constructed Maxus will own the equipment and we will lease these additions to our wash plant facility from Maxus under the terms of Supplement No. 3. Under the terms of the lease, we expect our lease payments to Maxus to be approximately $<span id="xdx_906_eus-gaap--
OperatingLeasesFutureMinimumPaymentsDueInFourYears_iI_pp0p0_c20240618_zXEm1Vs63OT7" title="Lease term">58,595 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $<span id="xdx_907_eus-
gaap--PropertyPlantAndEquipmentOther_c20240618_pp0p0" title="Wash plant equipment">683,000 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As previously disclosed, on May 23,
2023 we entered into a supplement ("Supplement No. 2") to the Master Agreement Maxus, under which Maxus funded approximately $2.2 million to finance the build-out of other Houston wash plant equipment additions, which such lease was anticipated to commence in the second quarter of 2024. As of
September 30, 2024, we anticipate that this lease will now commence in the first quarter of 2025. Under the terms of this lease, we expect our lease payments to Maxus under the supplement to be approximately $<span id="xdx_90D_eus-gaap--
OperatingLeasesFutureMinimumPaymentsDueInFourYears_c20240523_pp0p0" title="Lease term">57,962 per month over four years, with an early buyout option of approximately $685,000 or lease-end
option to purchase the facilities for the fair market value.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align:
justify">Because we were involved in the construction of the wash plant and the Texas pipeline extension, and were responsible for paying a portion of the construction costs, we evaluated the control criteria in 'build to suit' lease
accounting guidance under GAAP ASC 842 (Leases) where the Company was deemed, for accounting purposes, to have control of the wash plant and pipeline extension during the construction period. Accordingly, the Company recorded project construction costs incurred during the construction period for the
wash plant and pipeline extension incurred by the landlord as a construction-in-process asset and a related financing obligation on our consolidated balance sheets. The total of the projects' construction costs have been capitalized and recorded to construction-in-process within 'Property and equipment, net'.
The total $3.9 million of construction costs funded by Maxus have been recorded as a component of 'Accounts payable and accrued expenses.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p>
<p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><i>Employment Agreements</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On August 22, 2024, <span id="xdx_904_ecustom--
NewExecutiveEmploymentAgreementDescription_c20240801__20240822_zQb79hkQp026" title="New executive employment agreement description">we entered into a new executive employment agreement with our Vice President, Marketing. Pursuant to the new employment agreement, our Vice President,
Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the employment
agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing grant of
Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than thirty
(30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.</p> <p style="font: 10pt Times New Roman,
Times, Serif; margin: 0"> </p> 321613747025859568300057962685000we entered into a new executive employment agreement with our Vice
President, Marketing will receive $200,000 annually (the "Base Salary"), which after the first annual anniversary the Base Salary may increase to $350,000 contingent upon the Company achieving net profitability of $500,000 of all commodity trades by the Vice President, Marketing. In addition, the
employment agreement provides for annual incentive cash and equity compensation of up to $440,000 based on certain performance goals as further set forth therein. As an inducement to enter into the executive employment agreement, the Vice President, Marketing is entitled to receive a one-time signing
grant of Company common stock equivalent in value to $150,000, which are priced per share based on the closing price on the day of such grant (calculated to be 71,090 shares based on the effective date of the executive employment agreement). The signing bonus has not been issued and is due not later than
thirty (30) calendar days after we file an amended Registration Statement on Form S-8 with the Securities and Exchange Commission registering shares under a Long-Term Incentive Plan ("LTIP"), and the shares will only vest as set forth in the LTIP.<p id="xdx_80C_eus-gaap--
ShareholdersEquityAndShareBasedPaymentsTextBlock_ztUdMc99BOKk" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 8. Share-Based Compensation
& Warrants</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt">Stock Options & Awards</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0; text-align: justify">Generally accepted accounting principles require share-based payments to employees, including grants of employee stock options, warrants, and common stock to be recognized in the income statement
based on their fair values at the date of grant, net of estimated forfeitures.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0;
text-align: justify">The Company has granted stock-based compensation to employees, including stock options and stock awards in conjunction with our Board of Director and executive employment agreements, including stock awards
and bonuses that are prorated or vest. In 2024, we issued additional stock awards for 450,244 common shares that vested immediately or that will vest quarterly in conjunction with
annual compensation for current and a new Board of Director compensation, and three executed executive employment contracts. In 2023, our CEO's executive employment agreement renewed including stock awards of <span id="xdx_90C_eus-gaap--
SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsVestedNumberOfShares_c20230101__20230930_pdd" title="Option vested">1,657,016 common shares that vest quarterly, and the continued vesting of two stock incentive awards issued to our Executive Vice President,
Operations quarterly of 245,536 common shares, one of which vests quarterly and second cliff vests at 12 and 18 months. For the nine months ended September 30, 2024, stock-based compensation was
$1,626,409. Non-statutory stock-based compensation was $<span id="xdx_906_ecustom--NonstatutoryStockbasedCompensation_c20240101__20240930_pp0p0" title="Non-
statutory stock-based compensation">92,522 for the nine months ended September 30, 2024.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New
Roman, Times, Serif; margin: 0; text-align: justify">There were no other options or awards granted during the nine months ended September 30, 2024. The following table summarizes all stock option activity of the Company for the
nine months ended September 30, 2024 and 2023:</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <table cellpadding="0" cellspacing="0" id="xdx_884_eus-gaap--
ScheduleOfShareBasedCompensationStockOptionsActivityTableTextBlock_zCZLb6BIzpj1" style="font: 10pt Times New Roman, Times, Serif; border-collapse: collapse; width: 100%" summary="xdx: Disclosure - Share-Based Compensation & Warrants (Details)"> <tr style="font: 10pt Times New Roman,
Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; vertical-align: bottom; text-align: left">Schedule of option activity</td> <td style="font: 10pt Times New Roman, Times, Serif;
padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align:
bottom"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"> </td> <td style="font: 10pt Times New Roman, Times,
Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-
align: center"> </td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom:
1pt; vertical-align: bottom; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center">Number of
 Shares
</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt;
text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt">Weighted
 Average
 Exercise
 Price</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="border-bottom: Black 1pt solid;
font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center">Weighted
 Average
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 Contractual
 Life (Years)</td> <td style="font: bold 10pt Times New
Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td
style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 64%; padding-bottom: 2.5pt; text-align: left">Outstanding, December 31, 2023</td> <td style="font: 10pt
Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"> </td> <td id="xdx_984_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingNumber_iS_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_zn983IwUPvh" style="border-bottom: Black
2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Shares outstanding - beginning">2,816,900</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom:
2.5pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"> </td> <td
style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left">$</td> <td id="xdx_98A_eus-gaap--
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width: 9%; text-align: right" title="Weighted average exercise price - beginning">2.03</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt; text-align: left"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times
New Roman, Times, Serif; width: 1%; text-align: left"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"><span id="xdx_90F_eus-gaap--SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsOutstandingWeightedAverageRemainingContractualTerm2_dtY_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_z9naDazuiySl"
title="Weighted average contractural term">4.08</td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Granted</td> <td
style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
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-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
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title="Weighted average exercise price, granted">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New

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Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
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0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Exercised</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98C_eus-gaap--StockIssuedDuringPeriodSharesStockOptionsExercised_iN_di_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zWWMsEZbk2qc" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, exercised"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">(1,000,000</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">)</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_985_eus-gaap--ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsExercisesInPeriodWeightedAverageExercisePrice_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap-
-StockOptionMember_pdd" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price, exercised"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1.179</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
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-0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Forfeited</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_982_eus-gaap--
StockIssuedDuringPeriodSharesRestrictedStockAwardForfeited_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, forfeited"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1344">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td>
<td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_989_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsForfeituresAndExpirationsInPeriodWeightedAverageExercisePrice_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd"
style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price, forfeited"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1346">-</span></span></td> <td
style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times,
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Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">-</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td>
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Times New Roman, Times, Serif; font-size: 10pt">Outstanding, September 30, 2024</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt
double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_980_eus-gaap--
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title="Shares outstanding - ending"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1,816,900</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98E_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iE_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zzn4bLwPe44g" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - ending"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2.50</span></td> <td style="font: 10pt
Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-
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Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_907_ecustom--SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsGrantedWeightedAverageRemainingContractualTerm2_dtY_c20240101__20240930__us-gaap--
AwardTypeAxis__us-gaap--StockOptionMember_z3TgoA8I2rr4" title="Weighted average remaining contractual life (years)">4.76</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New
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<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif;
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indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Outstanding, December 31, 2022</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98C_eus-gaap--
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title="Shares outstanding - beginning"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1,833,566</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98B_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iS_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zllNppFJDNch" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - beginning"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2.59</span></td> <td style="font: 10pt
Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times,
Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_905_eus-gaap--SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsOutstandingWeightedAverageRemainingContractualTerm2_dtY_c20230101__20230930__us-gaap--
AwardTypeAxis__us-gaap--StockOptionMember_zCGg6nZP9G31" title="Weighted average contractural term">6.47</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt">Granted</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_983_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsGrantsInPeriod_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd" style="font: 10pt Times New Roman, Times,
Serif; text-align: right" title="Number of shares, granted"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1,000,000</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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10pt"> </span></td> <td id="xdx_982_eus-gaap--ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageExercisePrice_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd" style="font: 10pt Times New Roman, Times, Serif;
text-align: right" title="Weighted average exercise price, granted"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">1.18</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_904_ecustom--
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</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font:
10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Exercised</span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_985_eus-gaap--
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font-size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1366">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_983_eus-gaap--
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exercise price, exercised"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span style="-sec-ix-hidden: xdx2ixbrl1368">-</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">-</span></td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Forfeited</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font:
10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_982_eus-gaap--StockIssuedDuringPeriodSharesRestrictedStockAwardForfeited_iN_di_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zDdmfgpkaaHc" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, forfeited"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">(16,667</span></td> <td style="font: 10pt Times New
Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">)</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98B_eus-gaap--
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text-align: right" title="Weighted average exercise price, forfeited"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">12.00</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left">
<span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">-</span></td> <td style="font: 10pt
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Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </span></td> <td id="xdx_98F_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingNumber_iE_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_zX0hjXivQGO2" style="border-bottom: Black 2.5pt double; font: 10pt Times
New Roman, Times, Serif; text-align: right" title="Shares outstanding - ending"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2,816,899</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times
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Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_981_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iE_c20230101__20230930__us-gaap--
AwardTypeAxis__us-gaap--StockOptionMember_z4ciTUELLeKk" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - ending"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2.03</span>
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Times New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_909_ecustom--
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</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White">
<td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family:
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Serif; font-size: 10pt">Exercisable, December 31, 2023</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New
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title="Weighted average exercise price - exercisable - ending"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2.05</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">
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term">3.93</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Exercisable, September 30, 2024</span></td>
<td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times
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term">4.76</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
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family: Times New Roman, Times, Serif; font-size: 10pt">Exercisable, December 31, 2022</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black
2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_98C_eus-gaap--
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10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98A_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsExercisableWeightedAverageExercisePrice_c20221231__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd"
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Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td
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style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_90A_eus-gaap--SharebasedCompensationSharesAuthorizedUnderStockOptionPlansExercisePriceRangeOutstandingOptionsWeightedAverageRemainingContractualTerm2_dtY_c20220101__20221231__us-gaap--
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10pt"> </span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Exercisable, September 30, 2023</span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-
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10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span
style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98B_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsExercisableWeightedAverageExercisePrice_iI_c20230930__us-gaap--AwardTypeAxis__us-gaap--
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style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman,
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New Roman, Times, Serif; text-align: right"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><span id="xdx_903_eus-gaap--
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style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">As of September 30, 2024 and 2023, the aggregate intrinsic value
of the Company's outstanding options was approximately <span id="xdx_90F_eus-gaap--SharebasedCompensationArrangementBySharebasedPaymentAwardEquityInstrumentsOtherThanOptionsAggregateIntrinsicValueOutstanding_iI_pp0p0_dn_c20240930_zsYWO8acsmEh" title="Aggregate intrinsic value">
<span id="xdx_90E_eus-gaap--SharebasedCompensationArrangementBySharebasedPaymentAwardEquityInstrumentsOtherThanOptionsAggregateIntrinsicValueOutstanding_iI_pp0p0_dn_c20231231_zP4ztbZFPGHd" title="Aggregate intrinsic value">none</span></span>. The aggregate intrinsic value will
change based on the fair market value of the Company's common stock.</span></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></p> 4502441657016245536162640992522<table cellpadding="0"
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style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom"> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; vertical-align: bottom; text-align: left"><span id="xdx_8BA_zc6SDs65vdv" style="display: none">Schedule of option activity</span></td> <td style="font: 10pt
Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align:
center; vertical-align: bottom"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"> </td> <td colspan="2" style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"> </td> <td style="font: 10pt Times
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<b>Number of<br/> Shares</b></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><b> </b></span></td> <td style="font: 10pt Times New Roman,
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center"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><b>Weighted<br/> Average<br/> Exercise<br/> Price</b></span></td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times
New Roman, Times, Serif; font-size: 10pt"><b> </b></span></td> <td style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><b> </b></span></td> <td colspan="2"
style="border-bottom: Black 1pt solid; font: bold 10pt Times New Roman, Times, Serif; vertical-align: bottom; text-align: center"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><b>Weighted<br/> Average<br/> Remaining<br/> Contractual<br/> Life (Years)</b></span></td> <td
style="font: bold 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: center; vertical-align: bottom"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"><b> </b></span></td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; width: 64%; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Outstanding,
December 31, 2023</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif;
width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td id="xdx_984_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingNumber_iS_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zn983IwUPvh" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right" title="Shares outstanding - beginning"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2,816,900</span></td> <td style="font:
10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">$</span></td> <td id="xdx_98A_eus-gaap--
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width: 9%; text-align: right" title="Weighted average exercise price - beginning"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">2.03</span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt; text-align: left"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times
New Roman, Times, Serif; width: 1%; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; width: 9%; text-align: right"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"><span id="xdx_90F_eus-gaap--SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsOutstandingWeightedAverageRemainingContractualTerm2_dtY_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_z9naDazuiySl"
title="Weighted average contractural term">4.08</span></span></td> <td style="font: 10pt Times New Roman, Times, Serif; width: 1%; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt"> </span></td></tr> <tr style="font: 10pt Times New
Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size: 10pt">Granted</span></td> <td
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style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
id="xdx_981_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsGrantsInPeriod_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, granted">
-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td
id="xdx_98C_eus-gaap--ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageExercisePrice_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd" style="font: 10pt Times New Roman, Times, Serif; text-align: right"
title="Weighted average exercise price, granted">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left:
0.125in; text-align: left">Exercised</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New
Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98C_eus-gaap--StockIssuedDuringPeriodSharesStockOptionsExercised_iN_di_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zWWMsEZbk2qc" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, exercised">(1,000,000</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left">)</td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
left">$</td> <td id="xdx_985_eus-gaap--ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsExercisesInPeriodWeightedAverageExercisePrice_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap-
-StockOptionMember_pdd" style="font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price, exercised">1.179</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align:
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left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">-</td> <td style="font: 10pt Times New Roman, Times,
Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent:
-0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left">Forfeited</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_982_eus-gaap--
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<td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td id="xdx_989_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsForfeituresAndExpirationsInPeriodWeightedAverageExercisePrice_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--StockOptionMember_pdd"
style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price, forfeited">-</td> <td
style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman,
Times, Serif; text-align: right">-</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"> </td>
</tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt">Outstanding, September 30, 2024</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt
double; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_980_eus-gaap--
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title="Shares outstanding - ending">1,816,900</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_98E_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iE_c20240101__20240930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zzn4bLwPe44g" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - ending">2.50</td> <td style="font: 10pt
Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times,
Serif; text-align: right"><span id="xdx_907_ecustom--SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsGrantedWeightedAverageRemainingContractualTerm2_dtY_c20240101__20240930__us-gaap--
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size: 10pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left">
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text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-
indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left">Outstanding, December 31, 2022</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98C_eus-gaap--
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title="Shares outstanding - beginning">1,833,566</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left">$</td> <td id="xdx_98B_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iS_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zllNppFJDNch" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - beginning">2.59</td> <td style="font: 10pt
Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman, Times, Serif; font-
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AwardTypeAxis__us-gaap--StockOptionMember_zCGg6nZP9G31" title="Weighted average contractural term">6.47</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left"><span style="font-family: Times New
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Serif; text-align: right" title="Number of shares, granted">1,000,000</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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text-align: right" title="Weighted average exercise price, granted">1.18</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font:
10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; text-align: left">Exercised</td> <td style="font: 10pt Times New Roman, Times, Serif"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_985_eus-gaap--
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font-size: 10pt">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_983_eus-gaap--
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exercise price, exercised">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: right">-</td> <td style="font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 1pt; text-align: left">Forfeited</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font:
10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_982_eus-gaap--StockIssuedDuringPeriodSharesRestrictedStockAwardForfeited_iN_di_c20230101__20230930__us-gaap--AwardTypeAxis__us-gaap--
StockOptionMember_zDdmfgpkaaHc" style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Number of shares, forfeited">(16,667</td> <td style="font: 10pt Times New
Roman, Times, Serif; padding-bottom: 1pt; text-align: left">)</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"><span style="font-family: Times New Roman, Times, Serif; font-size:
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text-align: right" title="Weighted average exercise price, forfeited">12.00</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 1pt"> </td> <td style="border-bottom: Black 1pt solid; font: 10pt Times New Roman, Times, Serif; text-align: left">
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Times New Roman, Times, Serif; padding-bottom: 1pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt
Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left">Outstanding, September 30, 2023</td> <td style="font: 10pt Times New Roman, Times,
Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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New Roman, Times, Serif; text-align: right" title="Shares outstanding - ending">2,816,899</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times
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Times, Serif; text-align: left">$</td> <td id="xdx_981_eus-gaap--ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsOutstandingWeightedAverageExercisePrice_iE_c20230101__20230930__us-gaap--
AwardTypeAxis__us-gaap--StockOptionMember_z4ciTUELLeKk" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - ending">2.03
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</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom; background-color: White">
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Times New Roman, Times, Serif; vertical-align: bottom; background-color: rgb(204,238,255)"> <td style="font: 10pt Times New Roman, Times, Serif; vertical-align: top; text-indent: -0.125in; padding-left: 0.125in; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">Exercisable, December 31, 2023</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New
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AwardTypeAxis__us-gaap--StockOptionMember_zAVMGpDUASVj" style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Shares exercisable - ending">2,720,221</td> <td
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title="Weighted average exercise price - exercisable - ending">2.05</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
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term">3.93</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td></tr> <tr style="font: 10pt Times New Roman, Times, Serif; vertical-align: bottom;
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Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Shares exercisable - ending">1,816,900</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align:
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title="Weighted average exercise price - exercisable - ending">2.50</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif;
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family: Times New Roman, Times, Serif; font-size: 10pt">Exercisable, December 31, 2022</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"> </td> <td style="border-bottom: Black
2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td id="xdx_98C_eus-gaap--
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title="Shares exercisable - ending">1,526,869</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right" title="Weighted average exercise price - exercisable - ending">2.65</td> <td style="font: 10pt Times New Roman, Times,
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style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: left"> </td> <td style="border-bottom: Black 2.5pt double; font: 10pt Times New Roman, Times, Serif; text-align: right"><span id="xdx_90A_eus-gaap--SharebasedCompensationSharesAuthorizedUnderStockOptionPlansExercisePriceRangeOutstandingOptionsWeightedAverageRemainingContractualTerm2_dtY_c20220101__20221231__us-gaap--
AwardTypeAxis__us-gaap--StockOptionMember_zgeRIoIivc9" title="Weighted average contractural term">5.94</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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right" title="Shares exercisable - ending">2,671,883</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"><span style="font-family: Times New Roman, Times, Serif; font-size:
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style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt"><span style="font-family: Times New Roman,
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New Roman, Times, Serif; text-align: right"><span id="xdx_903_eus-gaap--
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term">4.10</td> <td style="font: 10pt Times New Roman, Times, Serif; padding-bottom: 2.5pt; text-align: left"> </td></tr>
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IncomeTaxDisclosureTextBlock_ztAVHwqbANKk" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 9. Income Tax</p> <p style="font:
10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The
Company calculates its quarterly tax provision pursuant to the guidelines in ASC 740 Income Taxes. ASC 740 requires companies to estimate the annual effective tax rate for current year ordinary income. In calculating the effective tax rate, permanent differences between financial reporting and taxable income
are factored into the calculation, and temporary differences are not. The estimated annual effective tax rate represents the Company’s estimate of the tax provision in relation to the best estimate of pre-tax ordinary income or loss. The estimated annual effective tax rate is then applied to year-to-date ordinary
income or loss to calculate the year-to-date interim tax provision.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align:
justify">The Company recorded a provision for income taxes of $33,983 and $<span id="xdx_90B_eus-
gaap--IncomeTaxExpenseBenefit_c20230101__20230930_pp0p0" title="Provision for income taxes">800 for the nine months ended September 30, 2024 and 2023, respectively. The Company is projecting a (<span id="xdx_906_eus-gaap--
EffectiveIncomeTaxRateContinuingOperations_c20240101__20241231_pdd" title="Effective tax rate">-0.73%) effective tax rate for the year ending December 31, 2024, which is primarily the result of permanent book to tax differences, increase in the valuation allowance, and the change in the naked
credit deferred tax liability. The Company’s effective tax rate for the year ending December 31, 2023 was (-0.87%), which was primarily the result of prior year true-ups
and permanent adjustments.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> 33983800-0.0073-0.0087<p id="xdx_801_eus-gaap--
RelatedPartyTransactionsDisclosureTextBlock_zr7yN5CFOHp3" style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 10. Related Party Transactions
</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt">In 2023 we subleased office space to Spectra Global Cuisine, LLC (Spectra), which shares officers with WealthSpace, LLC (the Fund Manager of VWFI). For the nine months ended September 30, 2024, we realized $<span id="xdx_908_eus-gaap--Revenues_c20240101__20240930__srt--
CounterpartyNameAxis__custom--SpectraMember_pp0p0" title="Revenue">115,000 in office sublease lease revenue from Spectra. As of September 30, 2024, the Company is carrying accounts receivable of $<span id="xdx_907_eus-gaap--AccountsReceivableNetCurrent_c20240930__srt--
CounterpartyNameAxis__custom--SpectraMember_pp0p0" title="Accounts receivable">137,000 related to this sublease.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On June 15, 2022, we entered into a Membership Interest Purchase Agreement (the “MIPA”), with Jorgan Development, LLC, (“Jorgan”) and JBAH
Holdings, LLC, (“JBAH” and, together with Jorgan, the “Sellers”), as the equity holders of Silver Fuels Delhi, LLC (“SFD”) and White Claw Colorado City, LLC (“WCCC”) whereby, at closing, which occurred on August 1, 2022, we acquired all of the issued and outstanding membership interests where the
consideration included secured three-year promissory notes issued by us in favor of the Sellers (the “Notes”). At the time of the closing of these transactions Jorgan, JBAH, and our newly hired CEO, James Ballengee were not considered related parties. As James Ballengee is now our Chief Executive Officer and
is the beneficiary of Jorgan and JBAH, and the Sellers are significant shareholders, certain transactions, as noted below, related to Jorgan, JBAH, and James Ballengee are now considered related party transactions. As of September 30, 2024 and 2023, we have accrued interest of approximately none and $<span id="xdx_90D_eus-gaap--InterestPayableCurrent_c20230930__us-gaap--LongtermDebtTypeAxis__custom--
NotesMember_pp0p0" title="Accrued interest">232,745 owed on the note. For the nine months ended September 30, 2024 and 2023, we made cash payments of $<span id="xdx_903_eus-gaap--PaymentsForLoans_c20240101__20240930__us-gaap--LongtermDebtTypeAxis__custom--NotesMember_pp0p0"
title="Cash payments">2,077,755 and $2,807,032 on the note.</p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In the business combination of acquiring WCCC
we also acquired WCCC’s Oil Storage Agreement with White Claw Crude, LLC (“WC Crude”), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, WC Crude has the right, subject to the payment of service and maintenance fees, to store volumes of crude oil and other liquid

hydrocarbons at a certain crude oil terminal operated by WCCC. WC Crude is required to pay $150,000 per month even if the storage space is not used. The agreement expires on December 31, 2031. For the nine months ended September 30, 2024 and 2023, we realized tank storage revenue of approximately
$1,350,000 and $<span id="xdx_90A_eus-gaap--Revenues_c20230101__20230930__dei--
LegalEntityAxis__custom--WCCrudeMember__srt--ProductOrServiceAxis__custom--TankStorageMember_pp0p0" title="Revenue">1,351,237.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In the business combination of acquiring SFD, we acquired an amended Crude Petroleum Supply Agreement with WC Crude (the
“Supply Agreement”), under which WC Crude supplies volumes of Crude Petroleum to SFD, which provides for the delivery to SFD a minimum of 1,000 sourced barrels per day, and includes a guarantee that when SFD resells these barrels, if SFD does not make at least a $5.00 per barrel margin on the oil
purchased from WC Crude, then WC Crude will pay to SFD the difference between the sales price and $5.00 per barrel. In the event that SFD makes more than $5.00 per barrel, SFD will pay WC Crude a profit-sharing payment in the amount equal to 10% of the excess price over $5.00 per barrel, which amount
will be multiplied by the number of barrels associated with the sale. The Supply Agreement expires on December 31, 2031. For the nine months ended September 30, 2024 and 2023, we made crude oil purchases from WC Crude of $<span id="xdx_903_ecustom--
PaymentForCrudeOilPurchases_c20240101__20240930__dei--LegalEntityAxis__custom--WCCrudeMember_pp0p0" title="Payment for crude oil purchases">33,236,475 and $<span id="xdx_901_ecustom--PaymentForCrudeOilPurchases_c20230101__20230930__dei--LegalEntityAxis__custom--
WCCrudeMember_pp0p0" title="Payment for crude oil purchases">26,373,647, respectively, and received deficiency payments of $<span id="xdx_90F_ecustom--DeficiencyPayments_pp0p0_dn_c20240101__20240930__dei--LegalEntityAxis__custom--WCCrudeMember_zxY39tmabja2" title="Deficiency
payments">661,186 and $364,309, respectively. In addition, SFD entered into a sales agreement on April 1, 2022 with WC Crude to
sell a natural gas liquid product. During the third quarter of 2024, the Company entered into a Crude Petroleum Sales Agreement with WC Crude. Both the WC Crude Crude Petroleum Sales Agreement and the existing WC Crude Crude Petroleum Supply Agreement(s) are cash net settled at market prices. We
produced and sold crude and natural gas liquids to WC Crude in the amount of $17,119,485 and $9,599,740, respectively, for the nine months ended September 30, 2024 and 2023.</p> <p style="font: 10pt Times New
Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In the business
combination of acquiring SFD and WCCC we also entered into a Shared Services Agreement with Endeavor Crude, LLC (“Endeavor”), who shares a beneficiary, James Ballengee, with Jorgan and JBAH. Under this agreement, we have the right, but not the obligation to use Endeavor for certain consulting services.
For the nine months ended September 30, 2024 and 2023, Endeavor rendered services in the amount of $596,341 and $<span id="xdx_903_ecustom--
ConsultingFees_c20230101__20230930__dei--LegalEntityAxis__custom--EndeavorMember_pp0p0" title="Consulting fees">254,946, respectively.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On May 14, 2024, we issued a promissory note, to James Ballengee, in the principal amount of up to $<span id="xdx_90B_eus-
gaap--DebtInstrumentAnnualPrincipalPayment_c20240514__srt--CounterpartyNameAxis__custom--JamesBallengeeMember_pp0p0" title="Principal amount">1,500,000, for which loan advances will be made to the Company as requested. The Company will use the proceeds of the promissory note for
general working capital purposes and to repay certain indebtedness. The intent of the promissory note is to be short term in nature and be repaid in 30 days. Any amounts that are not repaid in 30 days will bear interest thereafter at a rate of <span id="xdx_90D_eus-gaap--
DebtInstrumentInterestRateDuringPeriod_c20240501__20240514__srt--CounterpartyNameAxis__custom--JamesBallengeeMember_pdd" title="Interest rate">11% per annum. Each advance matures after six months from the date the Company receives the funds. On May 23, 2024, we issued a promissory
note to Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner, which replaced and rescinded the above referenced note with James Ballengee effective back to May 14, 2024, under the same terms such that all obligations under the notes are the responsibility of Ballengee
Holdings, LLC and the prior note with James Ballengee is no longer enforceable. As of September 30, 2024, the principal balance and accrued interest of this note was $<span id="xdx_90E_eus-gaap--NotesPayable_c20240930__srt--CounterpartyNameAxis__custom--JamesBallengeeMember_pp0p0" title="Notes
payable">804,150 and $21,274.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-
family: Times New Roman, Times, Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On June 13, 2024, we owed our Chief Financial Officer $1,167,750 in accrued salary and bonuses, plus interest (together, the “Accrued Compensation”), for serving as the Company’s Chief Financial
Officer, and executed a Settlement Agreement where the Accrued Compensation would be paid under the terms of a straight promissory note in the principal amount of the Accrued Compensation. Under the terms of the note, the amounts due will accrue interest at 8% per annum and will be paid by paying 5%
of any money received by the Company from closed future financings or acquisition/merger/sale transactions until the note has been paid in full. In the event the note has not been paid in full by December 31, 2024, the note will mature and any amounts due thereunder will be due and payable in full on such
date. As of September 30, 2024 the balance of principal and accrued interest was $1,115,849 and $<span id="xdx_904_eus-gaap--
InterestPayableCurrent_c20240930__srt--TitleOfIndividualAxis__srt--ChiefFinancialOfficerMember_pp0p0" title="Accrued interest">6,695.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0">
</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection therewith,
we agreed to issue 21,552 ($50,000) restricted shares of the Company’s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of <span id="xdx_90D_eus-gaap--
DebtInstrumentInterestRateDuringPeriod_c20240701__20240705__srt--CounterpartyNameAxis__custom--BallengeeHoldingsMember_pdd" title="Interest rate">10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The
note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share.
The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. As of September 30, 2024 the balance of principal and accrued interest
was $500,000 and $<span id="xdx_90B_eus-gaap--InterestPayableCurrent_c20240705__srt--CounterpartyNameAxis__custom--
BallengeeHoldingsMember_pp0p0" title="Accrued interest">11,957.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0;
text-align: justify">We have an existing note payable issued to Triple T, which is owned by Dr. Khalid Bin Jabir Al Thane, the 51% majority-owner of Vivakor Middle East LLC. The note is interest free, has no fixed maturity date and will
be repaid from revenues generated by Vivakor Middle East LLC. As of September 30, 2024 and 2023, the balance owed was $395,036 and $365,857, respectively.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif;
font-size: 10pt"> </p> 1150001370000232745207775528070321350000135123733236475263736476611863643091711948595997405963412549461500000.11804150212741167750111584966950.1050000011957395036365857<p id="xdx_80A_eus-gaap--SubsequentEventsTextBlock_z2CRqOrRE7l"
style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Note 11. Subsequent Events</p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The Company has evaluated subsequent events
through the date the financial statements were available to issue.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align:
justify">Acquisition of Endeavor Entities</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-
size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">On October 1, 2024, Jorgan Development, LLC, a Louisiana limited liability company (“Jorgan”) and JBAH Holdings, LLC, a
Texas limited liability company (“JBAH” and, together with Jorgan, the “Sellers”), as the equity holders of Endeavor Crude, LLC, a Texas limited liability company, Equipment Transport, LLC, a Pennsylvania limited liability company, Meridian Equipment Leasing, LLC, a Texas limited liability company, and Silver
Fuels Processing, LLC, a Texas limited liability company (collectively, the “Endeavor Entities”) closed the transactions that were the subject of the previously-disclosed Membership Interest Purchase Agreement among them dated March 21, 2024, as amended (the “MIPA”) (the “Closing”). In accordance with
the terms of the MIPA, at the Closing, the Company acquired all of the issued and outstanding membership interests in each of the Endeavor Entities (the “Membership Interests”), making them wholly-owned subsidiaries of the Company.</p> <p style="font: 10pt Times New Roman, Times, Serif;
margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The Endeavor Entities own and operate a
combined fleet of more than 500 commercial tractors and trailers for the hauling of crude oil and produced water. On a daily basis, the trucking fleet hauls approximately 60,000 barrels of crude oil, tank bottoms, and petroleum wastes, and approximately 30,000 barrels of produced water. In addition, the
Endeavor Entities own and operate a crude oil shuttle pipeline and exclusive connected blending and processing facility in Blaine County, Oklahoma.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The purchase price for the Membership Interests is $<span id="xdx_90E_ecustom--
PurchasePrice_iI_pp0n3_dm_c20241001_z4b7xt3dSC9k" title="Purchase price">120 million (the “Purchase Price”), subject to post-closing adjustments, including a reduction for assumed debt and a possible increase for an earn-out adjustment, payable by the Company in a combination of Company
common stock, $0.001 par value per share (“Common Stock”) and Company Series A Preferred Stock $<span id="xdx_900_eus-gaap--
PreferredStockParOrStatedValuePerShare_c20241001_pdd" title="Preferred stock, par value">0.001 par value per share (“Preferred Stock”). The Preferred Stock will have the terms set forth in the Series A Preferred Stock Certificate of Designations, including, but not limited to, liquidation preference
over the Common Stock, the payment of a cumulative six percent (6%) annual dividend per share payable quarterly in arrears in shares of Common Stock (so long as such issuances of Common Stock would not result in the Sellers beneficially owning greater than 49.99% of the issued and outstanding Common
Stock), and the Company having the right to convert the Preferred Stock at any time using the stated value of $1,000 per share of Preferred Stock and the conversion price of one dollar ($1.00) per share of Common Stock. The Sellers are beneficially owned by James Ballengee, the Company’s chief executive
officer and principal shareholder. The Company is currently still calculating the reduction in the Purchase Price, as a result of Endeavor Entities debt that the Company assumed at Closing.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New
Roman, Times, Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">As a result of the Closing, the Company will issue to the Sellers, (i) a number of shares of Common
Stock equal to an undivided nineteen and ninety-nine hundredths percent (19.99%) of all of the Company’s issued and outstanding Common Stock immediately prior to Closing, or a lesser percentage, if such issuance would result, when taking into consideration the percentage of Common Stock owned by
Sellers prior to such issuance, in Sellers owning in excess of 49.99% of the Common Stock issued and outstanding on a post-Closing basis, with such shares of Common Stock valued at $1.00 per share (the “Common Stock Consideration”), and (ii) a number of shares of Preferred Stock equal to the Purchase
Price, less the value of the Common Stock Consideration (the “Preferred Stock Consideration”). Sellers will entered into 18-month lock-up agreements at Closing, with regard to the Common Stock Consideration and any Common Stock they receive during the lock-up period in connection with conversions of
Preferred Stock or the payment of dividends on the Preferred Stock.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-
align: justify">According to our Chief Financial Officer’s previously disclosed employment contract, upon the closing (October 1, 2024) of the Endeavor Entities, he will be paid $200,000, with $100,000 to be paid in cash and the remaining $100,000 to be paid in shares of the Company’s common stock, valued at
approximately $1.89 per share.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Upon the Closing of our acquisition of the Endeavor Entities, the parties of that certain Membership Interest Purchase
Agreement dated June 15, 2022, and the Amendment of Transaction Documents Related to Threshold Payment dated March 31, 2024 (together, the “2022 MIPA”), agreed that Section 8.7 Unwinding of the 2022 MIPA expired and is no longer enforceable. As a result, the selling entities in the 2022 MIPA no
longer have the right to unwind our acquisitions of White Claw Colorado City and Silver Fuels Dehli.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman,
Times, Serif; font-size: 10pt"><i>Executive Employment Agreements</i></p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font:
10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In connection with the Closing of the Endeavor Entities on October 1, 2024, the <span id="xdx_908_ecustom--
ExecutiveEmploymentAgreementsDescription_c20240929__20241001" title="Executive Employment Agreements description">Company entered into an executive employment agreement with Russ Shelton (the “Shelton Agreement”) with respect to the Company’s appointment of Mr. Shelton as Executive Vice
President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement, Mr. Shelton will receive (i) base salary compensation of $337,000 USD annually (the “Base Compensation”); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance
criteria as more particularly described therein. As an inducement to enter into the Shelton Agreement, Mr. Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5)
trading days prior to the day of such grant, subject to an eighteen (18)-month lockup period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr. Shelton’s employment is at-will under Texas law, except as modified therein. Mr. Shelton’s
employment with Vivakor Administration, LLC, a subsidiary of the Company, began on October 1, 2024.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New
Roman, Times, Serif; margin: 0; text-align: justify">On October 1, 2024 (the “Effective Date”), Vivakor Administration, LLC, a subsidiary of Vivakor, Inc, entered into an executive employment agreement with Jeremy Gamboa as the
Company’s Division President, Logistics (the “Gamboa Agreement”).</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-
align: justify">The Gamboa Agreement provides for an annual base salary of $325,000 and provides for annual
incentive cash and equity compensation of up to $780,000, based on certain performance goals as further set forth therein. As an inducement to enter into the Gamboa Agreement, Mr. Gamboa shall receive a one-time signing grant of Vivakor common stock equivalent in value to $150,000, which is priced per
share based on the volume-weighted average price for the preceding five (5) trading days prior to the execution date of the Gamboa Agreement, subject to an eighteen (18) month lockup period and a conditional clawback obligation concurrent therewith, which shall be granted within thirty (30) days after the
Start Date, as defined therein. Pursuant to the Gamboa Agreement, Mr. Gamboa’s employment is at-will under Texas law, except as modified therein.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Upon the Closing of our acquisition of the Endeavor Entities, a certain Subordinated Business Loan and Security Agreement by and between Agile Capital Funding, LLC and Agile Lending, LLC (the lenders
and Endeavor Crude, LLC, Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC (the borrowers) dated September 27, 2024 (the “Agile Agreement”) will be contained in our consolidated financial statements going forward. Under the Agile Agreement, the listed borrowers received $1,420,000 in
October 2024.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Loan and
Security Agreement and Issuance of Secured Promissory Note</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-
align: justify">On October 31, 2024, Vivakor, Inc., as the borrower, and certain of its subsidiaries, being Vivaventures Management Company, Inc., Vivaventures Oil Sands, Inc., Silver Fuels Delhi, LLC, White Claw Colorado City, LLC,
Vivaventures Remediation Corporation, Vivaventures Energy Group, Inc., Endeavor Crude, LLC, and Meridian Equipment Leasing, LLC, and Silver Fuels Processing, LLC, as guarantors (collectively, the “Guarantors” or “Subsidiaries”, as context requires), Cedarview Opportunities Master Fund LP, as the lender
(the “Lender”); and Cedarview Capital Management, LLC, as the agent (the “Agent”), entered into a Loan and Security Agreement (the “Loan Agreement”).</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">Pursuant to the Loan Agreement, the Company issued a secured promissory note (the “Note”) in the principal amount of $3,670,160.77, and the Lenders agreed to provide such term loan to
the Company (the “Term Loan”) with maturity on October 31, 2025. On November 5 and 6, 2024, the Company received the net proceeds from the Term Loan less <span id="xdx_90C_ecustom--RepaymentOfLoanDescription_c20241002__20241031__us-gaap--LongtermDebtTypeAxis__custom--
SecuredPromissoryNoteMember_zugZqOlgDmL7" title="Repayment of loan description">(i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated February 5,
2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the “Previous Cedarview Loan”).</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"><span style="font-family: Times New Roman, Times,
Serif; font-size: 10pt"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">The amounts borrowed under the Loan Agreement will bear interest at a rate per annum of 22%. As a result, the Company will be obligated to make 12 equal monthly payments of $343,506.42
beginning November 30, 2024.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family:
Times New Roman, Times, Serif; font-size: 10pt">In the event of any prepayment, the Company shall pay a prepayment premium in the amount of ten percent (10%) of the balance of the Term Loan outstanding prior to such prepayment. Notwithstanding the foregoing, if and when the Company raises in the
aggregate $10,000,000 or more from the sale of its equity in sales (other than in connection with any acquisition, merger, or like transaction), the Company shall immediately offer to prepay the entire outstanding balance of the Term Loan, which offer may be accepted or rejected by the Agent.</p> <p
style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"><span style="font-family: Times New Roman, Times, Serif; font-size:
10pt">In connection with the Loan Agreement, and as additional consideration for the Lender agreeing to loan funds to the Company thereunder, the Company issued an irrevocable letter to its transfer agent (the “Transfer Agent”) to reserve 3,000,000 shares of the Company’s common stock (the “Collateral
Securities”) until the Term Loan is repaid in full. In the event the Term Loan is not paid in full by the Maturity Date, the Agent may instruct the Transfer Agent to issue the Collateral Securities to the Agent, which the Agent may then sell until such time the amounts due under the Term Loan are repaid in full,
after which any shares of Collateral Securities remaining shall be returned to the Company.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0"> </p> <p style="font: 10pt Times New Roman, Times,
Serif; margin: 0; text-align: justify">As a result of the Term Loan, and the use of proceeds of the Term Loan, the Previous Cedarview Loan has been paid in full and the irrevocable letter to the transfer agent regarding the Previous
Cedarview Loan has been withdrawn.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify">In
connection with the Closing of the Endeavor Entities on October 1, 2024, a certain Secured Promissory Note dated December 31, 2023, made by Meridian Equipment Leasing, LLC, as Borrower (“Borrower”), to the order of Pilot OFS Holdings LLC, as Lender (“Lender”), in the original principal amount of $12,500,000 plus the sum of $500,000 (the “Note”) will be contained in our consolidated financial statements going forward. On October 1, 2024, the parties entered into a Letter
Agreement regarding the Secured Promissory Note and related Loan Documents, which stipulates and agrees the amount outstanding pursuant to a certain AR Assignment (also acquired through the close of the Endeavor Entities) is equal to $2,910,574. Upon the full and final closing and initial funding of a
revolving line of credit from a specific lender, Borrower shall cause to be paid to Lender the outstanding AR balance of $2,910,574, plus interest at a rate of one and one-half percent (1.5%) per month on all amounts outstanding from July 1, 2024 through the date of repayment, no later than the close of
business two (2) business days thereafter. Borrower shall also cause to be paid $57,750, representing all amounts currently due and owing under the Truck Yard Leases (as defined below), all of which is stipulated and agreed to in exchange for the Lender entering into two amended secured promissory notes
that extends the maturity dates of the loans to December 31, 2024, and the agree that the Truck Yard Leases are considered terminated effective as of September 30, 2024, which includes (a) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel
Centers LLC, as Landlord, covering certain real property located at 306 E. Greene St., Carlsbad, New Mexico 88220, as amended, (b) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property
located at 2260 US 181, Hobson, Texas 78117, as amended, and (c) that certain Lease Agreement dated effective December 31, 2023, by and between Borrower, as Tenant, and Pilot Travel Centers LLC, as Landlord, covering certain real property located at 620 S CR 153, Kenedy, Texas 78119, as amended
(collectively, the “Truck Yard Leases”).</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0; text-align: justify"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">In
connection with the Closing of the Endeavor Entities on October 1, 2024, a certain Repair and Maintenance Subscription Plan dated October 1, 2024 was entered into between Horizon Truck and Trailer, LLC, which is a related party as our Chief Executive Officer is the beneficiary, and Meridian Equipment
Leasing, LLC (“MEL”) for the maintenance and repairs of all commercial trailers and tractors owned, leased, or controlled by MEL, which includes a $100,000 monthly retainer that is credited against open monthly charges and invoices.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0;
text-align: justify"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">On October 17 2024, our newly acquired subsidiaries under the Endeavor Entities, received funding of $<span id="xdx_90E_ecustom--
ProceedsFromPromissoryNote_c20241002__20241017_ztleERcRJzbh" title="Proceeds from promissory note">530,000 under our May 14, 2024 promissory note between Vivakor, Inc. and Ballengee Holdings, LLC, of which our Chief Executive Officer is the beneficial owner. The Company also made
payments of $530,000 on this promissory note in October 2024. See Note 6 for further information regarding the promissory note between Ballengee Holdings, LLC
and Vivakor, Inc.</p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify"> </p> <p style="font: 10pt Times New Roman, Times, Serif; margin: 0pt 0; text-align: justify">On October 29, 2024, our subsidiary Meridian Equipment Leasing LLC (“MEL”), which subsidiary was
acquired on October 1, 2024 in the acquisition of the Endeavor Entities, entered into a supplement (“Supplement No. 21”) to an existing Master Agreement (the “Master Agreement”) with Maxus Capital Group, LLC (“Maxus”). Under Supplement No. 21, Maxus agreed to finance approximately $1.5 million for
the build-out of a pipeline at our acquired pipeline facility in Oklahoma. Once the pipeline is constructed Maxus will own the addition and we will lease these additions from Maxus under the terms of Supplement No. 21. Under the terms of the lease, we expect our lease payments to Maxus to be approximately
$41,522 per month over four years, with an early buyout option or option at the end of the base term to purchase the wash plant equipment for approximately $484,111 or lease-end option to purchase the facilities for the fair market value. We anticipate that the lease will commence in the first quarter of 2025.
</p> 1200000000.0010.001Company entered into an executive employment agreement with Russ Shelton (the “Shelton Agreement”) with respect to the Company’s appointment of Mr. Shelton as Executive Vice President and Chief Operating Officer of the Company. Pursuant to the Shelton Agreement,
Mr. Shelton will receive (i) base salary compensation of $337,000 USD annually (the “Base Compensation”); (ii) an annual cash and equity incentive compensation of up to $808,000 based upon certain performance criteria as more particularly described therein. As an inducement to enter into the Shelton
Agreement, Mr. Shelton shall receive a one-time signing grant of Company common stock equivalent in value to $150,000, which are priced per share based on the volume-weighted average price for the preceding five (5) trading days prior to the day of such grant, subject to an eighteen (18)-month lockup
period, which shall be granted promptly after the Effective Date, as defined therein. Pursuant to the Shelton Agreement, Mr. Shelton’s employment is at-will under Texas law, except as modified therein.3250003670160(i) a 3% origination fee, and (ii) repayment of $2,000,000 in outstanding principal, $68,009 in
accrued interest, and a $242,991 prepayment fee pursuant to that certain Loan and Security Agreement dated February 5, 2024, by and between the Company, as borrower thereunder, certain of its Subsidiaries, as guarantors thereunder, and Lender and Agent (the “Previous Cedarview
Loan”).0.2212500000530000530000falsefalsefalsefalse The measurement of assets acquired and liabilities assumed in the business combination is based on preliminary estimates made by management and subject to adjustment within twelve months. Management hired a valuation expert who performed a
valuation study to calculate the fair value of the acquired assets, assumed liabilities and goodwill within twelve months. Based on the valuation study, we increased the fair value of goodwill and decreased the value of the acquired contracts by $2.3 million in 2023. On September 9, 2024, Al Dali International for
Gen. Trading & Cont. Co. (DIC) submitted a Notice of Exercise directly to our transfer agent to exercise its non-qualified stock option to purchase 1,000,000 shares of our common stock at an exercise price of $1.179 per share, which was originally issued as security to secure repayment of the note payable. We
are currently analyzing the exercise of the stock option and related issuance of the shares to ensure they complied with the terms of our agreement with DIC. If we determine the issuance is in line with our agreement with DIC, then the remaining portion of note payable is anticipated to be paid out of
operations of the RPC per the terms of the note agreement as previously disclosed. On July 8, 2024, we received a loan from a non-affiliated individual lender in the principal amount $350,000, and in connection therewith, the Company agreed to issue 15,982 ($35,000) restricted shares of the Company’s
common stock. As of September 30, 2024, these shares have not been issued and are accrued for in accounts payable until issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was amended on July 19, 2024 to mature on September 30, 2025. The
note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the conversion date, with a floor conversion price of $1.00 per share.
The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender. As previously disclosed, on May 23, 2024, we issued a promissory note
(the “Note”), to Ballengee Holdings, LLC, in the principal amount of up to $1,500,000, for which loan advances of $804,150 have been made to the Company. Additionally, on July 5, 2024, the Company received a loan from Ballengee Holdings, LLC, in the principal amount of $500,000, and in connection
therewith, we agreed to issue 21,552 ($50,000) restricted shares of the Company’s common stock, which is currently accrued in related party accounts payable in stock until the shares are issued. The loan bears interest at the rate of 10% per annum. The loan originally matured on December 31, 2024 and was
amended on July 19, 2024 to mature on September 30, 2025. The note allows the holder to convert the outstanding principal and interest due under the note into shares of our common stock at price equal to 90% of the average closing price of our common stock for the previous five (5) trading days prior to the
conversion date, with a floor conversion price of $1.00 per share. The lender may not convert amounts owed under the note if such conversion would cause him to own more than 4.99% of our common stock after giving effect to the issuance, which limitation may be raised to 9.99% upon from the lender.

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".!]PRBLV]HLOPD6N$QJCZ"!6+$&&%]\#H#G":1KG'CV'%0!Y',!7M,F?4 T9*4S5)9+B M,01;H^H1X#P9+AU+,V+UK-V=N*#ZWXSJ&;!4O(P*QZ[QJ!!\=7A]C:1L?:T6]%(<+G"QFH:_A"STN5/_
M?,/IBV]8%>BSTB'O27+\]&7]PVADDDYGDGJ6>!KC:UZ"Y]9TZ8M[4[-4U&QI M,%_",_W]@H**OU))I.-CDX>DU*"P%- G%BG MR:$V CGA*@Z"SIR1_7]O[6W*HGKH& M(^W#U],(-%K0--OUK*_GT-0':KZ']L)](E2TX$SSP(\K@8T!U@P&4=%72'Y\
M"O=">8]MG?;;KEV4R*V4(U8..ZG5IZV8:9A1N2G+A8#GIL09^$Q#SY_:=4.' MV.A'>$7=O6H [-/88P!VC#N@(&$&=<"28FQ<[V;3YP# MZ/(T[GGX.][H*9D?X#WZ\;:9":+<4O=Q@L[+*4DZ+W%@?*4C U:S>1FKE9VI49@1!0*CT5S MX^N0RN'2@)MX79G?
J),MG+3L'*,0Z*KC6$SY(")KMQD68L1RX>)AP[:L 'VK MQITIMX23PDA]-/RB]45].Z*+P+]IPI@]9+#O3'H*A0Z"/MKN$@\8J3!-2),_[]2NS0(YKEHU[UA^(J M6G7CWUA=X8^[.P]8OY(PCL=P;:@*EE=/L ,PPR
M+NE+XZ$5H=&#Y)QAV!XI#Z$]JGR(C!/+8WJE^3T&^GK8R_1#ZU#:1H?2_04B M6H?2$V?T]X5$MVKG5UMQ//0]T0[71S=DZE&M2%+U6K;A*8L77#UETXN2+,MF M=(Z9(:.[9\K(3[](B=FGND,8,0;LV*X_6]XD<@-@)#_6_>455E6E66O"B$T\ M.0$7$[=\3502.V5?
(&;#4UD^K*^LFORKL^?M4S,HN\Q!)D$=7A=[AA,X+]@L M@6U:]F%2S^%.],@XWH*,!=@ !;$^F-.!RNAT7^+.*))XI1Y53XP#:* HLE2 M*IX<@["8W:@[]EZ]N4RGT*_0<$N#=1HLEDO@M*$*FK^'"#W];Q3 KJ3/DOFS M&2QS*.:@DGG9+A#)-
:FYHZQ<23RM%B+%\M1L;G(=T+N@GPB>7E(TO#:5X-]U MLY,KA]!.7QK:!O]RT:;9"O"V)O"H+]U'/0I.A[$B*#_O[L!2H2W(A$OW&G(.YG!1PZGU;SWEEJOQ1]NS-6?, M%#9ZJ!I=]QLU05EMB*%M8O1TFS"H1&-NQ()+;1H?(%J>E@=\<6'53F2Z5<;VGL3Y+SWI]#-
]S=>=MY MUU7XC9C.VKC'I?PX3T6 ?9%=)A,\R& NE@J_9O\,GY6(X]A5P#NG(Y$/P]53 M "?"LZS]2Z#_'$_Q+!"8&1@XD>Z*$B;@ 8C5V@(MG*H94**F]O:Q!8RFDA:1V*OP*K=T'+B\|>3C)VXWT6B N!3TXQ=Q%6\@*;^H
MDO(E(C<0%7>@T13T*$.;38K@1>Y&K29=YZ>3GL#295B3DC4@%Y M@O>/11L0@!1+]]1'&.FSN3>#PT1R,%E#EP1>0P':)A;&=8*0,_E9]8Q6*L*% MC*U [F'BTWX;9;(B#CD(VT*N7;+VXKG!?U%N(]'#)5E\=\<.! V5"V6CJ6LN M.?Y
;]/@QHOF;%73.;$QGF0C%9.P+4&4K@T94$)V0*&(YF %/]%J]>XU# W# MZY9B0$6RE.@L'3?%6!C->;C2$L]$5B9-;D..#((%:5P"5XT_68*\:EF),.55 MD#.F,+L !6 *;V7K'PFB/K1.MFB<*^=2L[T[U_HJ;TC=G/S:%DS%K@[]3)." MM0^&3LB(*E:L;&O@*
;'"8T&HVDYB_T(P(";L9&4-,,L42%E!TU;AL94'5 =J_36;X]NY.ECBH M;#(659,;AER2]!HH]XD,75Q:]CG1T"@T+S2*ZWD9DQB%,G-(8XYX,[[$9(=$ M-!F9O4._?]'!>I1"%.TH/M0E&?*#X79B,A7Y3_+]:#18?VN+=55=?<^:?2A' M#S9+K!#;;+Q^43=>7UI&G5*^2?5F-
V8<.F1E+HRW0H06AI5M<:Q9B3(Y3Y2- M\N0=.P_OQC&AK(PL3MVX])]5\Q4A1JNL"1]H]J9PS]N7(?5^[<4S*=$I DEE M56GE#%-@H::>N\A72]KP[IUY=[T=TX+#,2I(N1>TM4;A3(E 5@Y3Q3:&"#4B MT^"='*8+D4A;" -#:J,5 ME.7PRI.QA'JA.=DA:?
#Y$[PAV38HF"@IKF\4=,V,I*V*?XH-D3B,[6,$>U-# MQ%2MEC1TFP[(RY=]1++K)YF0J1%C,P-61]9K#AEA5U7=+35'8#&.5P4Z$(,Z M&8PQ +=!/=$*);JX)G=KE!%"S+ M?K0MKJ3T?KBL;\L=LZ7-:6_:DWIVVA*_Z$UI3_E.W%FW8G>[JA/J_&.LI07ILC:R4! OFS#
MRS$A12DX!M1<.R:W4(#QS6;UPQGMDBM.>_ACQ#9W='.<4P4F;,,',1C7MB[/ ME"ZP9"H"-K[U$2]',@+%_(RV,<(=.S,$PD()N?@+00-& R2:^K_MA?8(MBLP MVU4UFG08>-TH0O5B6?I9RC/%'Z;BBB&4%08IP'!1S.MBHRJ;'^>A.D;\)\,B M]FU'D8U]))G:Z?R?
G[.GR4&P*8B=.,..PU MO@[4^U$RT_KEUUD/8%2\%*+5\5K@8V8P34GIZ$CPC6ERGA2IL_?#OK. !;N! M]5@ KT),#.2)"%OL]R=]<7^M$RE%ZUMG@B!)-B0UX=J+P_^AY8'-4/B;F?/3 MT8OCGW_XZ?@51_=FRM^&+^F<;GR0'' &NQ%F3N 99$A:-^6&?:;8&S@&Y-AP
MIK!E'QE_=@N/^MP<]7.]U"26*1]5F?G>N\N(0*!JFOUN8H&L(GJ>8]E@7#+0 MP]',;L(E:A/WE'VH-G0+L_,CLGNP0T_8OQ"9L;88:BJ9?U),\K7"5 E&0+(J MI,A"U3\B1U,5)#0:]\]':G#P47&2T'))U8TA&GY7ZDNPY6:#2K=]88]\-A0Y M3]);A$LODR#ZF^@'UA]
(/!!O,=]YN!I#'!+8@1'X/ "%0E@L3]$X?TZ>6F; MM=QD9*[Y\6MQ>B)(.V<%%PI1]N>N,?*@30<]909C6YVM.*'*B[7@HA+!IW7PQ.92\=O 27GC;Q:KJ*'4(Z M 58C:8SHM>?\J(:.=G>T>SDL(SR;Y"H=1%Y#6-$84R9XEH,$UDYL2VGSARIM
M]DWYHVH(NJ'+BEO6%%F8$NOPC7W3W#6HV,V],**X],0)$$]F%NCJ.0:O1@'] M:2@6]A_J)GGOX>I8HMM;6B^#X^2ZNHB8\R@ZN_P& <.06&M[2C?0Y4#!3F7 MJP$1O=^B1;2:+_+X['$_MO:X;;3'O6SM<4^=5[^L\FIEDB/&#,.$GSO (_E
MJ0.9G+.=&^]I8IDV\|TPZ$8S/WW]DC6.?E@L<>R+,@SJX!>!A(JYO?< 1.6 M]"=L:0'1SNMU8]&3[D+V=-&MH^[6-$9C LD64'J8W6[*:H4+9S0!P558K$: M=&O"B@&1YP02ZN&:4\BR$E2:$W6TF]:U+6)83BIW*[^AQW7]LVKT'L9*@%2//*&IU]>,>X";
M1\]D.5KA&C?/VC#8ST MD-62N#\X!G9FU]&Q%@0;28]%_U*@.@:5BCW3]>2LQE_*I;'I0)XT@ MDT0UM("IS,3PC-6*D%]8KI12F/9T5>V^D*E H,QRE9Z* MSB=.*EP7V;X^L%UHT0YK)S*!:RE,=3P[C!R65F!8R'^(68L>&S2M0RP82BBZ
MD%6P=NSKJ9(4P")A*Q2VHWFTLE781GZ@;+CFZP<)2=H/,X:M+E2:+D:FE!P= MRN^C*FPA*[@6-?Z/TAK_QP"'!VT)O_'EW #;:D$]V-5@KL 8EX4B]V=-T6(M/"<.V-%]]I 3<#\MT,?UH;]T&O$89VRT$P(OPU*@[2]/PUE.!GYV\AK 8(V/ MM+NSX"A>4>
<&H2]%8,)$X,Q-]+='J]K?X/*HWV%(-<)%C5D>_G8H$IEE/\R M\S)RK].K05R<,R]-5Y2B@GY5$@0)D5-Y(Z"5/$ 6^7N WO84G>=L'IOBR0QA MT!A>]M+D($SZDBKT_/CPQ3$*FH(90+\!,US";TDL[GN]P#BB #3]X;YV MN=E71W]9U^B*S M?
P7N<$,P7,HQELH"RR*>Y71+++TXB+"JA$%S+7#?O/ACM]^<\=RCC\F<&04_HY0R)?C6!7RC30525=U0A6)R[NX. M>0!BO,5 *B>Z1+D_J!HAU3D7KSC082X"0(0OX, :[OQ(*->%+A-:O9#&1OS).;)A3S!),1D87.]Y3] MKHAI>^":'_+& 0D]]&G]S>$BD.%-
&'9(JA1YYHR"U4C%%HS%62<-)C#T]ML,%,(M"S<)Q ,5A6/M$(I0Z*^G4],+>@"5*L6E_NP3_+"-^Z?6QKV--NY7K8W[*5^; M,SN9"(/ZD[0D:P&CP]R!V+41/>.$[@]$,_<)LV=:I+$.KV?_KT=U&N ?9\HL M%LDP(* FST=I'-
S$[R*^0)&D=M+EP&CD&L^F7I^F%AJK_[!,%D6L=#\@]K8 M@?/&*ZX5N)#V73(/1B4,#>%V/8B$JB39GF^%\TZ'=PME*2NVM8N 6$&%(A8! M*LX]]PD%<9?%;N@W+A"I *XRK2.C4KM8<,XQ(LAC!%)&^?>*F%#?9U2Y%K M=V2WC1&F*N?
8(\H@AQ>!#C]2^@;'R/"[=(.3^\)C9 ,*?L,4T9;!%0 !QKCKI/8A,T;M5UOG3A+1L/.V?OA:/+V@W*6 M6*JE\!!.V[?VEV6Y *]T@@ZPD_Y4,7;&^@JS&MP7;R'!I!F"5=*L8F*(GF,8 MWEYX$!P0)X43#%+AN,BXX.!,][G+MK74BZ5XD7P;RSP@D$^.VC@V ->(N82#NI;#5-;S
M^-!CI]3]@'^G3BQVPO!-RCW*T;-DF0$.[Z-=9Q9$(NL(WG&BA6'SM$4B)*+ZRP*?XX:,=E5YB!%X%-,R5(K1C%U+"V1 :2T(L8$O9Q=<"!=:,AKO?7&3B6:%4&S N=8!MGV M[9"S]]N^@^;=U/MH'))4)+EX0X7_P]YA=$.NT24/)2:7A[]99\MH&BY(>_T M=B*(?
+2D9!!MQLH3U2P<+[V,LURP3ED>.%<'XP/G+$ U6IF;2-?"X@IL_]PK M%7B +BKE'-"L'A?DMM1"U:.S=_[02^F2:RE5^B0* M'77_>=4;=<^_81,>Z?&NBOCU&9$F(/?TRY=_>6@K>ZS5B?UD1/%)SC", MG#Z(-]$WH4<9_,]_^2.D^9^/YM1;T[A_R$]*:\?];,:]
(7S+FG1I6IO-O/X MPQIYF%8 .MVY%Q^^+:'YU$1^M^0AVTRX]JH4[]=@]T0OK3=S.@]Q4)=%HOE MX=LD"PY/@BAOF5![KI_*8%LFM %,B/*FT$Y-DI!A1(?],,; R98AM6?\J0RV M94@;P) Z84JAO2E%\;>247NVG]Y@6T:T"8Q(1QBW_*<]TD]JL"W_>?S\YQ#^
MP=3'0T:^<\:8,>'% MUU&0'0)#2CWGO"#PU)8?M4?\:0RVY4<;P(].HR*?W1SR/YBNTCKQVW/JA_;; M,]-8*,2].RG?8D/Y7!MFQG]@.0S@Y0XUC,3%X@RTS:L_W4QELRXPV@!EA M&LBE ,"US*<]ST]EL"WSV0#FTUDL%P%"YKU+HIS^:EE0>ZJ?RF!;%K0!+$C'
M4%]&W]KE/NV!?B]#;;G/!G"?]R%B%AZ^1RCVM+5$MR?ZR0RV93\;P'XP7^,\ MQ%AH\>US9+TT'S9\J/VB#^5P;;\: /XT=LDC5NFTY[CIS+8ENEL M/AJBUG MP3Q-LE;J:<_T$QILRX V@ %-BC1VQM"$%V6'YY'7)HBUY_HK#_;/HH"6_VP M_Z'Z+4Z?"EX]":K;JJ.\48-
M^4[+=S3?Z8#V<_;P/;CLOPU;&?C3O)&#;9E.RW;,;4-PT5V MV"^NG4'1^N W[RQOU&!;QM,R'I/^3D]U_*#'UN6<_&G>:-&FS+>EK64PD[M7'I^YGBQ[YREQ:+E/QMWI#=]L"W_:?E/A?^:,&VS*>EO%4 M& \61V7)IT.QT"KZ-J\
<[U1@VV94,N$C.%GB:B'V>%%4L2MR7GS#O-&#;;E M/"WG,9RG@"_C+$QB"7HV M#AB7?=\J*-.]X;-=B6%[6\R/"BFP3=7],L2:>M M^VL#3_-&#;9E/2WK,2$_P3R"+Y,T.Y0_P]O F7C+M@S/QAWLC1ILRX5:+]2Y MT$7A.^>1MP35*X7G@]84M'D'>],&VW*?
EOM8Y2]B/[G+#B_"-$5!J.5!FW]L M-V]P+0]]>9#F06'TY2+\X688;&Z2=!@5MUK-O!MHQH@QG1:5(L M(ZQ$*%XQ\LSCYY,D:D6BJH0_"0IH.9%>"N[I,:S%6C[VB9QJ[,V#?.7TO7QV M<]A/9A_AMWNIX-M._=-I_2%]?CQ;^!GDW$YFPR;SC7G>X:1STN_"W[L[OUQ^
M+OM[[2R\]#],><'A>5&!?SO/GJF%.^N]4^.S>WW5T"MJUT@KQ^8]^X5F[IQV^_W+ MSME9;_#F;]\=?4>?QY>=4_6Y3'FS)$)].@Q-_?4YVW47^OD-/GKT%^Q?7S>-M0F:5A^;;FG:6GN\#'^8E>&Y-MYGTF^BD-)AQ,"O2$-A\YSH-@@4\XL+^Q%X\
MHYL@]W+ZDB/:08.^CNEC,H?K(D(PI]2+OE_X7G;S&O?3L3=8;>UK9]):PLIU M4F\:SEX[V\1\/8/$MSGG^R7#M5;^ OV_%]Y$TZ'?9[2BR\]I;7# MAQ:O4U!#?=RF!"ZB_SC["?_WC^@%,-O)]',Z&8[NFUMMNS9$8;AGL=34>_VN MF?HCM6Y\.340YGSFA=&J8;,?\9 OH-
N;31MT%UK;L"%_&FE\T[/_.5IB;1,> MZ?'^1..EW-,O7_[EH:W\NW?W:&QH,NJ?'QST(J/]M>/>W"%OC'2B)]WZ6&S+ M)9:> A5P<7B>@JJY(?=GZV-I!_M4.%/+CFQV-_JBP,L"IY.VI1?:X_UD!MOR MH@WD1?^ OY=A?-A9IDGLO/&6+4=]#_D3H("6&6T ,U*
($(==3(Q,PQFPISC& M'$G@17GB3%(OC%K4OLT[Y>U@6[ZTP7SIU,OOO.@CFXL.3V&EH,/B.N!@W98= MM2?\J0RV94<;P(Y03)IX\4>!\3L\ [$H=MYCL%7+B]KC_50&V_*B#>!%)UX. M:Q,&V>%IY]?RF!;UO.8 M6<_5TO?RP+D,TD68.R=)\O%P%/RK"-/
=\;0],>OC;6^40>G99V;/MB6&STN M;M0OIBF\ BS(BR(G*J.!LTS"KUWG:J/.1\MT-GVP&Y,=2TG56\1S7N8WSON; M((B>#]VUW.81+NKV<)M6Q*EMV23(+KH.5%[6#KO.CE4SH,<0-],*@Z#QS3@(O#>/KECMM M^V!;[M1RIV]]21]&T2'\?ZN\M8-
M^5'+C[Z]M(0UED16>@-2$C*HIT-T[6!; MKM1RI0WD2]S#G26S@B]_#3K]TZ'3#VY!E[N\O'@Z]-<.MF50+8/:(;%L&@B M-)'U>YP' 1]7G/.H"/W#5K';X,%^N=CR#R!+/YUU;;G0X^)"5EC26;H*$$PV
MS=/0_\J)^1MUEK=TL$84>O&J#5#:%][$/3V&M5C+TT!V&DZ<3AP77N2(GA7A?$4%=U\<_.S\S&H M=JCF&4[E)'.G^Z\B7*))ZI?#JU\/N$8O#^*;S/>+=M.X/DT+^=VO>]Z^#*F' MJ[:[4UZ:WJ\'SG *[22ID]T@;D*1!4Y^$YB'G.#W651DX6T0K1S0J/"9!FD MGEIH>?_[-

/M7D;S.G#SU8">2-.@KV-DAE^ZL4^//@,-/@L2&^I/9?:F2=I).GQXL<5R_R[N"_ M<*Q"HHB,GTN#ZR*B]_B+W1UO"9W/O&D4P&"R(J5Q+.'PS5;.+('^Z.']]@3X M*"Z,E]-X_136(\V@/UF+!#_,*RNW3+(,9WX+.^5#ZXM%D,Y"+]K=X??UDD'O MT$/ :[0(
N[$&]]L#_U.2R0CY"M8 $+@P>%D MSEX8PU821"$,='?G7%]]H#= ,TE#:'+,;X[,TCG+ E8CNPE\!^;_P_.Z<'Y MP>C N01=QGGQ_/] ZR;LTQ#&,I=&N; G*P7 MO *>2,/_X5,Q3Y.%:G]WQW2P2)C,8AK,VNY@0OA[#ISCX"LSFRI/HZ[^U[-G MSGD81/Y?87&N@]?
0'[PC[!MT^_SY:^>=%Q7XM_/LF;K\SGKORLR?>WW5T"M] MUWC?'QNUXQ>ZO9S3;K]_V3D[ZPW>_.V[H^_H_BR!\P,Z)$U)Q/^08Q)'P['2R#!]BC\"Q3G$=4Z]3<-9Z^=@;<(>/N!;F&??[9?.E1OX2_8S_$QB1\D?2C)XY=# M((H&^I@"P_CX;!H@E_\K'
(DL$^@&5CA)7#'513\[;NF%?LT8O^/YZ^.@-B7 MY='94Z,5(L+>)D%B:@2)]N3%40E9DS@!/"L-0![(LY#N,?B![M/?EWSAI0'> M,7@A >^SFDT5'/R$0AW?MW!Y:)I7HH&3 .]/Y?)/2^W" M.\!002!Q^6YXE].; &ZCWR- M2'D)L'W?6R"!P(3*TD <@%B2>>D*?PKA.@9Q
Z9>P"3QL]:F@SG<H(]5X0S:P%+F^*L7KVIR%*S%HH"AADLO6BL+X(LSLE-F> EGQ>RF M].R^68^(]6[HULWA=YQYB/-?P@TFZY85*+=06[=)A%>I:G11H1M9-) >6*P, M;G%*Y0EJ,O+##"4(WF <,DL5YO:'%@_A'UQ9)9[QRR'(72!'YBC @] !)%Z^
MV7G89;H%%N<'-1E 2S0^S)VAG7$'9D$:XT+"+, X7Q<)Y4X3X-HCHM+*GNFU;4W RD$GA9Q"28#SU_DC M'4AO"I*3BPI#L*1#G<31RI;^[C!N"1<[QS](!H]!>CU2.U" -.*I62]9GIE7 M5TWHL1N8W#3 1:"#Y\,I!D&,),H4]P&N]PCV&!8&$>&@SV4>]1U"48H(,0,)
MF% ;R?0&;],!6_U2: M5X8K"I0"_V=Z]TKDQ!&]8]2ZGXC@Q"=NDY!TM_)5, /9'"E,D0*; B(@48F7 M+PL7(?)X7P)0X%3=PKZPW%.=O]T]#'L&\X6=1^6E,C9-LBM8\AP!37&;B=HT M&:QA9HX' CP2WS3 (?A);"T'GDC8+*4*0)OE?H'\;CS8EWNX)3$!:K9"&^66 M,KJS>
(V@55@WX$S<[BS)\LSB$W^V O$(9)F9)M:!#R"(W7K=6>W49H(@C- B4]^H:CF*F.]*:(Y(=B.K0#%X!_BT2 IPX MN/E"+-6MKST0&7Z']XG"FV\K9A1>I+1(N->);Q![#C^+^!?4SET(:X%$+K(. M# /G%? U?HO*7]T:8E^R2V^5Z8MX9=8 E1"
9$:+8VU&[ZF/#)VV=27X;!#)3#Y(!'S&BU3%'VV M\)#[^PZ<;]M_53_/Q&T]9UZ@R,<.+_1]A<:4#)=.5F 2/VRCL7Q]_Q^_>S^^ M=E[_.K@^8^[.^:^3O@(@%8QRQ.1=;ALM6U1!5$-A0A06YP;D-"0*++P=R"* M.=[*>R]>O=PG3X@Z6"RA\F#A>!A-PKHC=G>
(IOD2XFOG'OI'.V;IAI&;9/6I M,D9U)?$QN'AW=YIN>;ASEBO%$62=K36&48.\X12@)O*='2@!%)^W'J0;'[LC MB9:%\/+8EB30PXXH.0_VY"13 \ZZ1PE F)A,O>=Y) MX91XW0I/SBU5BD1T8EG(H=&&^OALB\>M;7$;;8O/CUKCXA.^]\FS^_P(AG+U
M]ZX9T=/N.:HM"NN2M,YO68U M!FXYMGO6103@"X$10\GU-W,BW?#>%#2<: 6#^ZU(5\^42*Q4@9GL%0NS\6V8 M)L0/@(.)F84O._7P3Q_Y$4A'>__[.<;;X?_ONTI$\0._"$ [T!0\(#5(>NU'F6%B9#"_VE!XRAF&].!2AO](.DAFPV30@ M)6_,>KK,W)B%TA
(;$7"SS3(]]#H53?\:).C#$(+.;+*I,F))NC= MFPA]ER M2#9+>&M,^=:Z>0LL2)YI,SSV'B49B;$R>9@PF@I-9ZF/^CKK ?!$3I.6DV!O"6Y3R2(*4FN6 MPP:SSP:.-3X!A!FSCX$MCW!RT*GN%\P&DCM\VM:DL*5!@AX*I!,]APJQU,PG MY0"&.0=+YEW !>PNM]O3\X?LN$-
B<-5SHNEERE",F=#G03+K$^>D@9[]_,C MN'?9Y@V;T_C[E'YWT?H2\OT)BF?U6M6$Q->H\G=ZBA K7-J<5=L5@FP;%?0T M]*NBZI]I=GP3>!&+D+@K\:V4A;;+Q67;/AQT (([XX:TR/OR&2QXGS^9>$<$8BYBF MASXN_)U(5KYA!@?
\SE!._4K7DZN$OJ'_0,X('#52Y](HN4-[BL6T)\'OL"N1 M=^?L(8=$&847AB/2\(?@=XQP0XD,3B^,Q@_IK.PWN5AG"?NX Q556#;]$"/5 MAB[EWY'H*=4_K17L$7D[R)#1K#?^-/C,U^\:,T76VF^>-Z:+YZR+.(;661D M!
<[L[G1,""]8U'4%##=..BHB_QR\S7Q;A;P12QFW_PS$!-F:3A%.[21=D0V MH9O!NBDY\E>N,)034K+_:\'_^\C'H7:>?9_2'VAQ[QQ<'#@G*.;C;8!Q53#Q M6R_"PS/G\X4!4CE(MM<<2T &:1,%':V>-44&8U.E2ZOQ\D 16UT?51>K3WI[M*3!,_*X4
0[R>A@UB!O:V>GS.F@9&U<8%\6;85P+#7;O 4>K&22H$$5L7*][M.RA-W??(YG=G;4TXY1(YA,I1N^@F1IN(0=EL" 7 MK;3D* +5[H[9>#C"8;$@+TH:H#B28CAVZ!\X76]V8R^ V145[@*",@:983NQ
MMP@L1U9YT5Q;CXN+Q12^@[U!GR%)8LM0C&4^!?/A#Q%*>#5O-8^8C$,L[2Z] M52!O>$CV6A7R9-LE9%V_I9:)@F$\.*;6K&#X%L]A6T(IT,PZ5IRLX,G*%7%6A^MD6.X1-S@SS-6BA_[[TX$B^MH^BEZ"3[[\##+'ZB"W4$T/+#6]P]0L M8_7"-$5&(HY2HU-
Z@/>BTQLX*-5.>-L!,QDZPY-^[\UP),V.G;?#_M_IGSMC.ZZ'?'X\/>X*Q[,>-A-/O!S'7QKC*^-NZ=7H^Z9<]D9P8]7\-C(F;SM MC9W.FU&W>]$=3%S5-']%;YUUS[N#,]>19L_N$YG<,9]EEM4(W#.1\,+>.B# M<]8;=4\G]*[\!4V?PG"Z_[R"[G]=OM,?
CL>N<]:YZ+SI@IC:&\!_N_]YV85G M\+W3_A5*\|ZHVQD/!R3D=R:3X6C0->"E'T])9MS-YRW/@7NFYT1->A3E,WG8FE6E==#[@ZU>P**/>&)L8 M7DV%T!ET:@_.^-WE;VYSS3]\/K6$O%YW>8 +_#[UTX=7QU:@S._6M M9?BN.X*!C&&6_[S]8<\G'RH[_-
V@MW!Z,:5!:"UPA6D87??P6BPLTZI M =X%![ZX@I9P_&L'\^5(;'QU^I:W'99'3Y]6?"R[^]YWUI7=A:'#!UQP&#U. MY?)]=/[V,^[B1M+6= <=ZV>S07I;.B>P52[^.]@,#/?]:O)V..K]%VX?$,A@ M.#$OT]&EK:#68(,V<]Y'^ M@"Y+0Z]U!YWS&/!1;+QS=@$?
QI/NB%ZFQ112M \,KL7I<$R;#F1TT;NZ@_,U MZD[P!-/A.NN>7<$(X''.>>?LTR]=C(!.WG7IS&[?G<#>WN?HQY6AG?R*=M5B MBA&:R/2]X-4_; DNPVA3^+');$#T&;"[Z%4>NQT,LQ10<,2+ R@0#.%49< M30/0$2B5Y$+(Y(0Y$7+D!P-M9$"A0/2+FF;405
MMH@P_AO41=))>*M\S#A!Y=J;SU6@E8]$I89]!N8PC]@23?9_%G:-S8G>(3V MVD.AUW+^**O6[DY/O&V/S]CY0VOLW$ICYW%K[-QL;JP 68#Q@NS4.X7CU7MG MAUW]V:-@KVM3_OY[T,#A#@T%.P&5QQC3$_&"^!-&_"@ORQ\.:K)5AQV.(DK!
M..'WB;I&2E90,B"KIU$0"GZ'9\C*6@Y-ELPBG9,Z4TN/,=.8RBC.N@P]FJ5- M\C3CR? R%=V>Q1^[CZV4='XX.*YNWAG(?BB6H#0*#-20O)&"*BHJ:ELG7:6N M7'0&5^>@DJ+"B=H=?@=ZZQG*Z]_@5_T*;N[._#3^\X(-#@TLIR3]>,?H+SB*QW2//&;B\X$5"OG_=O.
M9#P$M7ED*54NV0K0CM#O7?2X6=(K09<:]]X,Q$XB)I_ZF'N3\>[.11?U5QC4 M2:]/YIX1?N^<]R8#4I%Q-#_.4',OAVA-D=]/.R@D\/-GH(;RVZY:IW]>=;BU MI0P0^H#A?X 5]0P1%X%T;%3!QV2!0L5P?-D]
M[9WW3L4H)6MG*>)HDQIU^YV);"6HF4,:&CW709T35O$<-5;]!GZ1;X>CW9T^ M_XGVA-.)Z*+**B#;#&KT8/B^WSU#>PN.$*;0?3,DRU!O3,8$& (\6"*P)WDP M&RZ]1WKGC3"G8ZMON)?U&VY-THU9*V&4Y2Q9DP2&5]@\P:@7E)0I;2:K1T>B M"2 -KB6AB.(A=?
0>]Y!.]Y;<6?#A+*"PG;]NW0[9@>]@9:!6Q#$]]M6%#NY+ MY4R*$UXWQRP;22.RNI2*%FK$#-PA&]P L\(P+ T-%G5O).A(>@W"5UKP LI M4P3\','^HE9/";@Y.C6A<7C73SXKD=NCB3=&Y'FS&4:-NIS^SJ1FX@(LBQ;L M5#'W9CFTK-]V'5@HWVJ-
@\XC"TY,Y*V5RD8TV6K;1XI6@'6/H%(\,:+UJLP M#7*2#\=)<&3D8W\W!?-+A#T:ZG1#-OQ'U7Z#U!4'(=DQRUW%8M]1_#Q_%,. MBU+O)G/,D2/X#XFR,XH> AMX9)*3^X:N'P72[]WU;=DHA=# SVBKW)S?]HV M!62+8/0L#"A)(?Q$5@.03LN+2Y%T841>T'
M\P!CB1!40, M*]]PN$B.;=9$@ZI$8O('6$Y06%K66.$K@H>"$>0W.F=<).$F MG E<_(;$/P2&D5!],P])L8GS-(DX71V_SDC:I8$@_,RUCJ913C,]85=0CE;. M7K@OL#02W$[7*TI"*T+/\/O.@8/8:TXMCS(\R@H0X$E\WD@0B''Y*F >&@C MW-
_=,:WP%7R=Y(B!021@M8X9G$ >LYL'>-#(FHF0S M"^]=BSS$,U!C4KC4BT;S2,/N(^R=)-Q7B M.5C#W/Q"8854#D^9S5$$L:]"]^NG5X)<8;W,5[/"A>E!"@54@KS3WSVW"ZM M*3XX8A48B("$>//X&K-+4E\"_X_T69\]LFMKIN$6+UQ6RDAKX$:*%82*.PFXQ $W
MP>"M#Q*XXPS/73*XCM\.1Q,*!T+;Z*A[V1F M6:_%_GLZ[*-1=M3I.U<#BMPZ[5R-581;UWDS@B:<0?<-3(9CLT8P_G[__*KO M7$"?PP&.#@W%I:7;W1D,R9Y.PZ28-![Q&5K]3WL=-1*R_'?Z5S]]RPRH L(I M-%G*FL7+%K'U\FHF'9YUE_"'?
*"0M)C99$T!-03Y!8P_:KI/\'QP)K&.P*DB MWRCN C=.2#$9(?NG2"C2@(\8OVW?S90"K^49N14E6)KDDTS?-*5P>!7U[_*% M!O_Z838MTDP!CH-0N;_,^QZC XN/!38XD=@]E7>(4F-Q.SL_,^0CC'B)O*] M2CM &]E@?'EA*O>BNKGTR2+X'A8-;?
Y)%W#C_:V$8#M1'(T'\3U-NR(Y9AP0 M$]["A<_9 HR<)""RM;Z()FQ)@*%L2TBX&O94V5RO84F SW#4MDF^A!6D]4UM M.0(U=U/SH7&B',&EX_B!WY&!SY+),]W+'4S[P)D0*!/W9F0[CUF:V.[]\><, MGJH[1ZL=FA'+TE@=K<$B3#,9(C$T/E(H&]\8+!IE:-.K*@ >/T)(L
O/5\FC MNMO='0LCEW)]G0SS$N"]RG(13B?])@+GT!)T]PG\)#\[W\;R] BDI*!DY!8S M"MFU=W&J L=!GEKMMT5&D%=O^RG!W,K+Z63.X9="%^PZ5@PU_2S)::K/2\5.=,B9K_+)A/@\#[\%@>G87Y56MAWDH+\P^M MA?DIWZYSVV]G%_8R),0^Y'L]^](?
K(^L=TQ@OK#,7--(MZTXLE$E20K!81LF*"!.6.XV#5<.2@7(05ZM;Z#N_6?&] M3G?MM)2&1@M%:?(4!D'NE;(;A 2M>9&QL (JR;*KK^!U@1\+BDR+,H@RT'' M\.F^Y &05R2.A=O0(K,ICFP@W(#F:(9_,>8WY[:7:VD('R3%F6BG MU*MX8)0V2]2*R28*
(BTKPMPZ'%7S:(=$X0R-!+]]#R^-T*:LC#,/]%2&!/34 M),VR=@GJ4Q5]BX*^L.Q/6EDA7=M"N:;J4]R5W(/6'&+RC*YMO%=V*2*#H5@[M\0+O'6>>*0"#?LK(RYN"F"WT1B^D:2OZH1VCVV89%9EA$6*.806$IB5)^!2: MS74 ZE-D5(N28:IN'A=P Q5A-7]]P/!-
L9R];QS,*8N^S6&;K^IAFQ3UE]GA MDB96;HC*U;=*$>)*5-6/3A"KRL[NS!Y*?0)=4 M Q(%R&1_N^,Y:V&:["I&,$^6QSMQ/913 80HFR&[P)+;,+/D:6Q"0\/%,!RL M[*HC:NWF:E?%%]>,E!!DV4:L]F%EN^+0I!91C(!8__U@"A<6YY2F-<,5@?]9
MEU75]ELV6F[ALEL14%;26"O6\)?MN'%SSWR;(J5X4 M@HOL@>RH>M&'ANV1Y!(&!63ON4+ 816T8O%4'A'TF0>\LV]W]]+%UU[X1[B_M5@Q$G]V;9[K6T5G9RUFU2$R] >@1!5;I\G19#NI.[+*S-%F1C=]4]C//D8TW M0P@FW^5*Q< OL5/^<8&R8Q
0&FB*LCR5D2FF"("0'8.&MNKN#UK$9S(3 5Z/@=N5*:B 7Y.72C(3\5]*:M4)&QEA03*D]6W=5%79LV5Q'8-4@H4]'B6+=O7F .[FF0%RU:&X';TW8NQ=K*I7CGLYIC]=Q .TG M2I9A7,*FI#"RX#HB(SR0T[3(.!A^$6;T9VTVDDL8!]OH7;]Q>+LX(C1\DCG=
MR,5+&U[+S)C/].2B*%M4+YW5,(PQT:Z,^L8UL(/F/;>\156[,] .AP'R1C>__M/X.OPIPCL$,RM>-@D$341406,"176-&/0+&E2]UV0)D5AD,9L:].4GZ7Z(J5 MH%&@\.'L'8.8M]\S(ZSZ,&O*PCQD6R!#$-6-(3ZW]::&T#(UI*"+/M.64ALD M'.7*V4T@^<#T0,8&4=K*@$T0-
:O;I2]];4G70L>XM!-Z_1([ZLQ XMSB$$,L7ZH:X>/@.5$X0_^5'!6N]L$1V IH MF'Q"K,LK7]PV)W?_?_;>O;EM(TL;_U]5^@ZH_':FI"K$ZTN@@\ABAQ"$:AF#WRM ("5\S"IMA9SW-ROG399 M97W0I(9KU"CS9*/.QSN4X(1*.SD[Z+/0!L?PDE/]TV2&-9>K?%FN4LKV,GE*
M*G; +$VXW=!H0GZ1>H/3!C7ER1@_?.\),3AA1 MGMSO9C#+(C[R-93AY9I\TX.8>,W:UOX4-E>:(<0L/?#[<\0C62H364@31]T-_MCN*OB?>_A0L^#V]-Z)2D7HGA15;R)G;H)!VN;].4DVQBUZ!8MO5.VLX3.0/@ M]Z0$7%>-W#"NY\0H!1[+CSI9T E*>%A7V'R23'N;X[9?
O\0L]W*F.VW M#S';+UF3YUZ3#XK9)?:U"_/CU*>SR?/=IY;Z]M[@(6GO49]#DEZ]?F0O&M2C M0!(LTF7F>M^P04K(\EA7K[BY<5EFHQ62]^A-X<("SGM7<:I])R5?#2^6L1PD%AG\Z21X0H"DOX]]]#4=CZ-;FK;^.WW?HKP1_X3_+LWW)< M)?-
D=I[,]2^TAL\UW3S!=9B[\VNTI'Y(JI\6PV26@1,R83N%DGU\E%D*0!S[MI:-=O4]N-5I:,03V0FQ;PG2 NZ75F,H%Z?)1DK\K5XOE^!I3G7;D4ME]U],6LG[HVK"1-"1(N5=#/Q7:N+;&'N3']2FR#& M'G%-LPI<]O(\%:Y8'&Y63,B>MVE_COM<@L
HF@GG(";I&+QZ/S7H.]3,^FB! M7T>IFW<[R]OH)11>U;Q1[!AV.-=;B]%Y2$%^\- R)CK7SGIK,=Y4"A);M!O# M22KQG U N@UG,[=?3V)OD*MGL0#'\[3R?5FF9-2$VHD3\H9QBS@DCV)/5(E M*\6DV$)=4Y%BFC@(\[\,Q/]VK3PDCG/6GZ*_>Y>D55Z:[SK?]@K#\Z5%
(Y9H[M6!N9BRT4]H4)-W*4&V3G@!& W %K4IH)2$]Y*-0O1467LQ*+^6R89ZB'O3.! M&P%D42%[]A4-AC0S0;!0!.2\+%8+8A>GKTA[T;=X %M\)C[B3H.5A"+WR<9 MZ-(EMQO Z\E?,=YLFDV7USYV_9Q"U\@"5]9M(6RI6=='8== 1/BU3CE./9R#K
MRED+,I^K[7"/7^RR6-[P?K]ILGUZU&4V626S<+!7%X6MU<1GOERL;+O6H_ MCE[!^#&=<,HB09]A0 TD @X@26 6OK??L ,9^4G%B?/&(O;M]VI++L!.=X9C]-9REMZ=X .)=8^8/L$ HMI2DF[I);$K"BH60\
M+E>8(\N%_!!!W^C(4RPI2CXU^T>,%/C6[5'*.5TZKB>K5($8,)H6[^Y<$0:M MS@*A)FB9.N[A*)O#>9EQWU/MU^Y,%2MT2:!48]2SVBO!;>Y; M#%=N=X>05]IP?-BTQ"!\CCFR;<5!)8 L)'D]?6%L>,,^1FLB#F:K]E*V64>1 M2QB!A=>=.Y_HU"?KQ?%7MEI)OM@F?
9]5I"'O5^7SS=&N'QZB75L9[?KN(=KU M>1_3K4UKG[IK;1T% 2I3--GJIL&VMK9]UVQM.W7H?@$ M;/,3VK@FJ6N/26E65]YG1SGO#T).,VVJ1KJ9$P&M&+"B,$]N&LU2-0M;I!# M&X&@9Y,&8Y)$)&H1#V.]])$#]M<_5Q/YUA@RNN4<\|$6=N6,_#PS'[?'N%K;
MB2^H>@(9@;'7.951V]]9&(E"SE'*S4?]79R2FY[,EM=M,'IPMKO E> :KTKC M$K01E3,H--@99!^W.4!H)*,>3"++5SML5_M10]3Q2&[-/NW^%*L8$G'A7B2 M%OK +"C^>==UMK>CDQ' X9R^!<+T510)23*-3#:C/@B?A^Z MF45I% %U4,6,%N&\R2@$P*V]
(WDZKK3 #V:5KR]N2D5$R7DQRL"'=8*,OTF MRB]1% V*PHW*:VDA(]_(C<2_=[.PFFX^!"5(SGUZ$8?ZLB<:DWK;!E8D95Z M7%M!51-FU"W<&!._;IT-L-^O*3BYC[OP4ZHI2%MD9$/V0=D6(S#$LP5A10 MBK\E+%,T @N,(0$80I1$54PZ-I_/*G7QD)?/!41312%_]
MC"_@0BER.W6$*,;0_FU;3&8OVZ__I/61V*"QD$+UL@4OG?]H!"[+"QD!W1)V M%],1]$5&>1M'Z^002AU6G,H:[7+.CU#Z8(]L)%S<-_4QT:;UYO@;O((2"A&' MRNS%EP_L:EE]F81_OGI7FD'#W]I?2]9YGL*6H$PL\6(T,9HD_4L85]OYB&A$
M2^DAY'<#_<3H=IAQS283!0X M 62M%$]X97XXD;J0Q.&&]Q0XQ@@G%5+,<(Z]C^)KV';BZAE(E8(^0(C8XT*9 M2W0J:2AF%32K1"Z&7T4!S1U18]/*N.,^87BYDK-)MO\'?Q,3UQ??+IQ*3^E% M)2\$-HA_DHPXN]#_NIZ?&'EB&A&[DL],%*+ =..N'V()$P"H
/X\D%"]%Z/6 MKA53RACXMB!O=,PIW.Y3][RFZ>11]+9A_'+C(Y4EV;['AL3M[GA(\IDCS!-$ M>"I]1@O;Y?1*SA]0QE1U10W;G8]R2CQ0M 4%D!&Q/7 VZPOW-;5*$< \>7]X M+&!Y\:_:@;'UG"4-AY3+)O3ZH:=-TQK\8[((3Q_9!&V,HOP_4,6X4_=B0^V MH+
<%;VD,MH6KL4+,>1+KSF,^>2@"3EHZ$X7/@3BE*V$/E\Y$H^R#WS":$F?. M*7\?NL(^9DL9>TPV3PR\@-QU=R?3(@/L*^,N9&,PT>&\^57H% ;S#]F!R$]1 MC^'&7#*7,8QQ.?%5AW4&7+!)T75>ULKX>-
Z=Y;WUUSNG+9&.>!'4VK%K"ZD08]+Q1F4@;$:\+]2;26P>^3? M67X)EI,45*VJ6A+(B18H9LM5C+9&B/M%K=(TLD3M/%.X(?Q+H4<]2M>*T"AE M\W:2$9M>+N76NLH5OCM\MKMSSE5<.M9]F_?T]@_75)-":\]_32A^G)8)UA> M+%:;3A$?870=_,H\T,=WZ"_?
Q^[B/"P>U5ICZD&-WQ\U?DL]WA&^$50I+15! M:%U[_]@FLY!&@CS9M2]O\N8]>+44!D+QQ;IY!]=A#]N;/G>%#Y\ZL]'-R M((-Q\L#]1N99W=!3T1*GH'H(5$PS MYD<,8N;8Y,2!09F[.FT011+]*B_(Z, A"1.N&* 72Z"O &% M?1W4_._")F^!
(F^6G;1AD1,W$FML;V0@&LQ6EF5_WRS+/B;[WFZ[#LL:?AH[MV#B'<.\S@G0:K7))B%02?O-Y;*G 9W 7OS%K'*>F&P=;"\!M(6ZMX)-VI\/@ MRU V!@C9#$@SX'RIR3L;44(!5O\M: MR5(RF6 Q\Y^=X+DYO/;D(;RVE>&U'Q[":_=1::/PW<7]:Q-=[#]OI;__AMX)
MAE9_ZNS*ZIX^C5Z >\BM,.YW.DG\G\)15 M!K;)\|>/[\D87Q?())['NSO#]#V83-]]]_B;;^_)V#K+)?R[,TGFT5%R=4\& MU25;(8%!/9HE5_]G@1)XA1K]$5A%]V2,]V]/LBX3;^-!B[7,T!NXXR1+#+QL M=*05:/='FSU_"OILL* 8.]B;L_0:'IE,5*4='3V]+SKM$$:75%ZE/7_Z_)M[
M,C12:;L[OR3XP!P7S8A(B0":SI>N]G6K+KH51#0-#>5C8$H8]I+YF M@]DOC#'M[IA(EPNK6&IU&D+M&P63X+)O-X-C-K 5/%,W2L31N+]WE M%)&G:VCHDW267#=Y[P@4T6$+4*T4U2FM&?GNCCQV]2O@1X4Y 5>.)*_&-V.* M1*ZO)TQP:E^O76IZL;8T]/5-?5?
B$UU2OEM5Z!$;$KB,,:CE*Y2_5[#,\Z2< M-%G 7"9QVZ&C:<*?-SCW) EN%.&P$&DEA($%]F@L%3PK*-]T4+3<4"64O!C^ MIG"BXA:0M*^67Q?3KQ?%&-'&78U "PFHZ)]:0%KCT4%5[]S!-XH=,N_Q?Q*] M-Z#%CFW-
'W;IK.84(5T0B/N>OY]^1%%T;']@8E"'K@1SP5K;UWN8W#U&,'UD ME$F0TLE^+&7^,DZ3=6^-QQ-_TY*(H1"557[&7:-!804EU]<$[UV@-9G,LSRK MEO[$]A]0C*M!?0<:X*/I+"RKCUW=VS/A"! ^"7D0A$\)1WRTZV:6&]Z#[()[/7(=,\]&W \CF_IO6'_3Q52; M%IV24BI?
ZFEHV#X=/:K<2@4@(#9];Q(D .LAD=L M76I^HC!RQ:5=SG +=R/8?YF<5NV_=I7O08]&]ZZDSX6!H[P9"3M]FEQRU5I; MM1SHQ4NM<#;]>%(%SYU/GY(HGSI2ON[NM)6P)'= MG8/5?(5 MY?&25C#H>0!*QQX@]*NKP=^2DKQ$K'^PSW+592-O$\'1BM>"5>4
MC,@'9@P;/F 7@SN:9LL+L8B4V#(V&"';WU11S-F^ TM3\UF MZ3GX3ZTO)B[KPD%Q)2]>X3U:*L*#]^ 2.#IF]%*VQ<=M>S0:9VA+IXP@[]Q\ MQ>FR-Z(&I*!"'>NUM'T6#[L%9OWL8G7;ZP]^BP>O.T5%T?#*,7G2CPV[W#7PS M/(E>=W[M1F\]O5_AS\
[Q;]')RZ@W'.SN]'NO7@\'T=GQ8;]X,.R?Z86GG5/X>M![=0P/>/$;//G%D'Y_U!T, MHL'9P6M^>C^"1W3_<=]'C^'*WG'TMM\;PN$!N+QH;E!\%9(1Z91$L%GS= MCO].Z^)1RU&PRT^3LH1^6T7Q;(X+Y,%^,ZF%@G9=X])U!N]N.D;5AF5-2(5R-(]U93 M[M1?
\@YIN<.6RM0/=9DZI!@-!QA.&7VR*5*D5RH7SW$HE1Y-LN6CB7?P)UEU M4>3+XY'%='@=8?"L(-"8]V9-D2U%:]EH;14'M=F-& M!I4#K12'][/\$H9*(915+O&> /&#PW6Q])U('LV<=Q+HQ['0G3*?&Y&PX<8! MF^M:P-NE2+H(&<0LHJE'@1^ERRN,.]I#
%'FFN@CKKJXANN.88+5C#@K!+]7 MTT92OBE4$O!K/,\Q>K&M\M]H?S^X*+23\"BYH]G[-84I#6-)8?:!UX)]7+.] M6]7,U\%LK1C1]>-6.=&BGZF8"DB3Y]5H17=W0*H9]T]Z(VM6%M*C.&[D!+9 M$_@')]T]SK^F5=!R*%<8=.;/!)E[.LO&'"2#N[$E*
<19'"N&7R*8OB8;,[! M+XLQH7>1\+*1<(DSYF%VLFHA&.(::6-Q)=PA(5]9&[X*2RZB.%MX\6ND2D0_M$=4\[!Z-X&G2M23(]>(.NUX5T[1;]5@OQD6177A'ZOYM@K^4QC*V<]=AN!V M^M1*>.!GP=;C[(+XK!PQY6[).1[89610 M^*H5@NNGDY3AX<"M+$I+MM?
R""U^MSPZS8>PA!.LPST+ASY["(=N93CTR4,X M](M7Q(U2IGZ*/HL-!X0FLSA-@F73X]1D9(O.X=%H$X->'6>$5,"]ZRLT)9]< M"'0BQZH8I5] #G-&-.6G$K+!S3=OMA>I93KA@IVL6](DD_\8H+?9AWD3MY$# MWMVI&;QL_O:]*+DX]
SH@CCIOX^CDQ5'OU4D_>MWM=^'K7K_? M_?4$OX=+CP\U7@I_40QU$&&(ER*W^+!.-.SW.D>[._#+7\[ZOV%0M7,P]]T< MQ]%I_^2@V\73!X.T!R=GQ\-N_^"HTWL3[;U]W:68[HL.1F+/3D^.X8+C81]^ M"Y-YTH?_PF\H[ONV-
^CN1YU^;T!W.AMB_!B^['>/.AB\I6%05!EF]][Z*1S M'!V>'%!X>(!7X]<\] '^-HQ9PX"/NZ].AKT.C[IS^*9WW!O 4/!O_'GW^.5) M_X##TCB@[LG++T0(/VDG^?\@)R0A*&/,&P^RO6I?^@)_XEH7@ON&7S?/!A\6VGP/7TP^+X,-27!3WMF2/)Z ML+N#*2@F,"U6^42!
MAS[&Y]42O$ET"'8U(JG&T=/'3Y_%#13_F.$IL9@O+>>XK*P]#?5E^2>)'?Q! M"$4;%'Z@.7$$=U7DHA+:<81$USO#E38'(>OHCPY.\-6._^NKIU]MO$&P_7]T M-R(-^@<-6|=\]_&:7_Z1_S=\WK:.SI!RIVY[\7\G2+5]#?H/7>%[]1Y#1"V[]8MT?SV-X1QCHEZL+[],
M9\6"HT?^M>[%B]W#;0:6_[_S[**+/^S^HS.X]>])BBY5Z]RQ_F]CZ] $1^] M]GO=Z?=[?]YZ.+R^K3' 7W"#SSSE<+"UQ8^+)>I&ADN-N9P53-U)H]S7%$)) M%HLT02]7K$<@R<1CL%'XFWAXMS$H_0KAQ+2B>8X-=H+H6:5<$;_'_T?B1ZUF5GW[(^>P?N-
KGF7\7QY*+9@%K?'7]QN;YB[-T<'F[9W MH RYW&_B-GQ8:?,Q&2'^D,CR\Y^B$Z*Z]7[$)P^D-_,AR/S9!)D?8L#W_0, M8\"2*-7H;^2"O[L[#]'?SR'ZZXD\'^*^GTO<5S;=0\3WX\SHFVZ_=]CK'$?= M_WO6.Z62AJ-N!RLKXD;HEPN.
[UG<]SZMQHB]XP^NML@@'USE]+^M\O.8ZN$X = M22X"]R6_*#7YI*E#W;VG73K?/>12/W/=;QMV.E_>3@*/A,%$1X%K[=!^0MD MW$G_#<9F3H^ZAZ^Z'MQP&V9@#TZ%CIP(>"#LW[L#X?L__4"HO7E>E'/PR6]-_MC_XAZ]?[_B(;9]CWLY3X@G#__MBC'+(L<-
^:4K(%;!G['].4/W/CQ62--!\+L\(;L['H87IV-/'#26%X,PQ7(B M;ML^AG>)6]B#U!&25V7CAM'_^W\<.B36$BS\$8RG#84)NSNW"T1'>QAB"@9[MBN'CH]P/E?%(FMUO\(>E0,@1!><$92](.EV5XXNDXLTT M0%H3XQMQ@5NXL7A&GC[5I%S M#:& F'&-_8*]U6+!**[P-
S.?9)S\H?]M81?'&A7"I^3)"7>IONQ:W1)C8]=: M)0R/S,"M;7-:H3DER($,GT@PCISD*%9+ATZT7HG,:3]KBVSA^%X]#6/#LWV: M;%@F>84HHDYKG*9Y7EW/+I,\VY"!:U$83-6Q78]5-P>#Y%KG@BLE%V)QP @06"\0"N.:'U M@7^^@'^!C*W8'?^/)T_CYX\?QX\?/^:C
*107T#2?60&-SE/FG."0ZE/R!>) MAW,GQ<+\3>?9)0]Q(,'*S"Y1'A,!RT0XK72^8/!2*:YM;K-045UES+/'T#OG MB.Q5RM9A"ITQ<@X45[D V7_L3>:(F_B:19E>9L6]FET["?.?FEE]SY*<3+27. MD$+M08I"*2+L8]*B****YI-3\2L$CF/2.-9W,*:9!Z][ND"ML$]C/648$R(L
M1F:+//0WGC[C<3ISC)R&O&._)CPB?HX1I#!8=B+:ZVB><(S*]9&R\MI3VK!+ M&'G+66.0\I]'C.X$/$BH2)U4_H(DRH\U$*[V(5HT72+<\ZR@4I@PR?@-I2BA M2I>HUI?@@\,%6R^@2U?DD15\]$[2&3)H7+\H&!E:JOYA'&=LYQM@0P1SZ&2]I, MP:*[WZ,]K+]:)PL\
(VS?Z/J)WU-O4%,A6%^MKLSD??/ZL\52'1R\&B#I. / M@#5TCL57#(O*=Y9)02WS$SP'[XC4I&/'S1*B_X%5X?$#KENO7&+D30W1#86'F ZH;H! =TV:T/O2P0+V?0T'[E: MCGN6U_GA_]=P*#I_Y]?_^"F6TW!R-C]Q&](F&T_-I_[49">!C\3>AWE:H8=D
M?);08Q>CACQ_T$SP+?L]S+(-@ZZ(< F4 =$)BNG+:NH<[;(U[DNB<-SLQ:>Y M% E+F8;C0?9A,3-:5A7X2\?,'7IZT1XS*C-1B??6Q!CD$ >IVI+U3U(U_3A; M]5>+FBEWB-_6+K'?1TP)&7=M//XU0L(R!%' &I3;I[,! TE[@DF>5H$,GM%\ MPE<-PY3OKW-
@,:#C8T0\):%&_;WY]5L._---SFB?S!L,C&;@/1!=GO-44$Q! M2-)+1#X:*_-/^-]'A#.MF[320:.139:2<2'C-N< MS;5Q4ETH#=W7] >HE'&:3EB%"4&A_FA]V9GXSK1F$W@9_'$H4HA8 M_D5><,"&ZP;#MIWR[_"$A&D#Y%-;,)?9):?[V58$V@-\[&'GDL1#*4#^#VK
MQ8PF#D:FCI.>4_.T/,=#QS^I(B; D1"9\Z]F>$[1EN./=+!LOYK),^_[D<7Y MB]E*QM![XFV/=9]HA5DETT2F'!0H>4$ORV+U?D%7O$4U 9]EHS COG= =+/ MZVA*]VD=1T7Q3EFRQ^1[.68Z=LV=.E$C3+K]'OW>T^BSM,:?>6M*,8Q$0&V M)8?
03!]D\]5LF>0IYYL<-9H/';<$%-1\Y'B/&->M!O6/9']E4PZ"M.T6\ O$ MP&!;,'%Q76%1=F"3D/&?\S)K&O8#;);=':OC0SZX54[%!;')8+#M/%G-KGW? M9>*]L$DU\V$@6D0.8V*N!]8HK(CS HB'2/FA19+NF^K[[$7#FB>3N!]<04< MO2O<+A/:$#:Z)(37GB+0U!C4BK*
Z_*N6;_..I=/A>09[=B*M^,VX-O MD#;K1PE_),8/G;$&FR%8::%VM+._;K"I]X='Y).BK/0%>P9C-6<$D)_CVSU(_AUSCE>]D^*RI4]E-L!D>!T]"$ M$M)N"%'L22@;PJQB[='BO5]D-G<4)O$;)4.,.\.A;H*5.NHNV$\Z9\ MO"X,XRU]PSA6F@]6+V61I+R/Y&9V^KA?GGM9B*4
MPE?8ZT.I-E#=Q*TLGEC@#,D_04B8LQF$A;04.@YX<>"NM'@3":<6L+P$WP/-MS%D&.W>BPK.[,\$2I=G*IAX/%(!@C=_&1I'C9*YY?^K,B<^-1R0LZ*%/YILMR&0OPW.)=Z)Z85K/N MZ^) +3K:O>TDG5,[!(DB?T5I(GXY9=8V/A_%Q.6UDO&_$)?"O2./WHV)M7S*
MP4A?VZ>.!IS9V%E$KDD6S+K4N;K9S> Z-T-A2V_5W)<-;SL((:!9+=)?.^1W M=X+#KX4 W3P$)XR#FC0192/:%GMUGLW!X,G@AW!:B0;@BLMQLJH$70-SC_K-M+57 TN!DS",JDS1QA3N?PV"_^(.X]6C5$=T[!MYGCUL[>QQ+V]//+$$DL_#A
M1&4;>=S\GR_\9YO@VLU.LEGU]Y4HY'/<24)1GE1FLBC]:RMQ,/ M22]%]:*W+O(9QR98PZ$3I53=S=LM"]+GWHZ2U PXY' &)&QG(6^TK26X]D3D]-/&YI:#A-325LS5I9:#KU]96'/@[(@+%DXT1"@S<6A
M<)V1>P'FMQ98U"QP5YU215I%4S/%L0!3C'LNOLDJDY*,UYDP+&1,&VI+F$6L M"80]%(Q'8?4S9V1!9+%8IUWFQ\5"#"X4%1#H;&SBTVC/S5>Y!K0#;N>,;>VZ M*!KY6S_D3W2]#GS)& M'%>25D2/[@*^:T6%ZMTF!#D'KD5><,64>U&\-1\1/"')!)->:,7+L84Q$7/H
M\.O"+H<&,?;<'O M:@=]_<0.UUHN0E=CBU05[XR1[(RSA;C)=P]/Q;YNI:I;,&&1RMK#;YQ*UR"' M:TA*Y89\@?4P+Z6(IR62G%3]>$]2CN.MB:_CF+'\[[RE(V]WQYM]5_^+,C)9 MU03'CI%]6%N=2\6XOHG"G):MH:UZ; V=5>SA0&>]E(I<%,]X35^F'_"(2SQ1
M2>!.4NTQA:U%95Q%-"G0C^9874)^]H2 +*L"#&P-#*Y@M"P.+B?76L2UN1X+ MU,]]FK5+-(_62,!4NDUA]D8IO,=49,C%N6,)K_#=D$>]EIP8%RNL().@7.XK MILAP,;_U:M\U>KLE,F(O5A+).27@1-#QB*[=2ZPV#%:QQKPQ2!W=+4:]NU,+ M4G^4*'5TER
UAG(_0E2Z14)N&Y3&0OZ/%)4.I/!.0>G=G=\7E1Z:Z*#V=0BE M"'![.^#%MD]I0X*&763'3M<5-"8_T)0BLOK^E4@,GWSE5:EX6F;0W3O'LAXTV MIC.?I_E1]')5HL]:%YA]"DJ/O&<0E@RI8U!/1?HG5]Z(=;-^VQ!__:6>X4O% MQM EG:NWQ=_^][\L1N[-
_"P;LQVACSLH3#T068N6-TV6HVF'AGE<+"G7-O M!P5C:X%PA.?AD6 MLCCSW]D8TG)5YBZT$2:[*8BDYL3'.?UMAEI.ZH][_,G=U<$"WV?NN^1HAIL.]*5LBCRP*OWSDI3W,*[0B_0'(;3WKH VPC(_KW=$$%G;!R]K;7.'FB'
M;=M9:!*F/L"_Y@*UF;1EUW7IAAVZ\2W/UFY"F.$!2*X:3<"T\$/+S%5.2+Z/%T%4$5K'&3,%<1& H;$AN7$N^)Y]U2ZLCI=_7I]V^N=FE3 MG13YY_$MIF+I0_V)RIDS(]/LQ(LVT69%933:N^#\BK74A&FRG81%#O7:IWQ M<$DK^VX7R](4OB=
M8;W7DLSB]B"X#HD>@F$-]XSAD?,$:XOHWN-9D@DFSB2%>65"Z7[E-B#L(>> M4_)8HT576X6O>1XGS,M/P^'ZR45&6W\Z///%PH.C-,NCP4]BVZZ.O(1'YXK3 MWTYG-:#]H]H#13!?\"7[<72$^S=N$0E;[9?#KT=E0M@+=E%GZ:6 M"BYF"78_-_+]/D?OB8-
AE>>C55FE;99$+L+D,W[B&9(]R4X>RB+6^G&)P2T* M]"U35;):7L >X5ZW1U"'^$/D[3 B'C57B*U$64;,*E"U]9A#<]ER)08I-"CF MJQ8#ES4$O1I)4[[V)9]0&S*L(%A SI4LIGDK%L,8XS5(&"N;YR2_$G03#61 MJ]%B"S>NM;4P8#:FB/(73LL(#UR(VPLF:P,D@K?&8-
24X5W(F8@\Z=$>WH]WX M$R.IR651KHG\X/%*Y@:R/T],2((QS3?2BY,I^A;<*3-Y4 M<8/&8.V=9&#]E^6_(7$O6] MCFLQX=@&I[BC6"-S3*HFL,;= %E6P6B8_BR=-DQK5Z]ZP"C3-AUEEN79+$ MA*O,I0BR.@P2G,8_MP@]. RC-=-;6 I%IR.<,F"]43;/0MOG<5E&&6.
V]+ M9;98S33'8:%"#2BN%)NXP(?'!]VP_GS_%C&H:K&H-1C:9!VX2+^DV]CU"N-A M\(Y9,;%EH!1I0+C +1,(:A_OK"V4IMT6U.X'!=.U\]:MA*> 1SZ*?$4[3E)? M:G<#!WP[)B4\+D J4'\X$'G8EK#A?8WT!E40NX '6G,@BTL:O_SP+,^H^Q$\
M@3F6TH&N/R@XO[A$7>\K#S5#7HOEMQ4X6BM#BP9:"WLW1%(5:#5]/YZM*BRE MI$+NC1W\;8TD->/=>)]C!9"\/2&XKK2O%Y]]2UN,V%;PX%!V!>Q/H4B]]M8P6U#-$$EF6[W")=7TI>,9 M]@6TU1K++1IEE7$-
H,)5RRT*;GBN5:&86ZZKY:OWQKM@M]2UR#&;+A74T)3 M5""$U50Z$<3B=LF?9]5TI]>S(KS8D4>I7:^N,K5_=AX/_C6O]%E4_)'G'&[_QO1Y,<23;[% MWDU&A.R0^O+E*D4YKV\RGTY0V#M^F_K66M/_XRS]'+N',C!8,)F@00LSIKPP MC:3U,BBC-FKH
YRRXO0KCE;0]Q7],CN/>18&?;6T4^/E#%/A+TO>: M3N^" [B[(W8"M1E*O1O96]WM;<[;FWY8Y $]G]6,F=!<<-D>];!?B*(6)RD7)+)M](P+^9LNNUH3%:AV9 M^DP\@VZ>%_7O2$763R>$/]/C:8D'F'3Z(U87U_R/*,5,L;<0AL>W9R'-"V+B
MLWUD\/L(!R#A0W!#RPRU([F,;6L3]GEEC@ECZX>T?[FN+[$5+<#,YAY)LYR[M.[7UU&;C!?*,I,+$D&3"%(#'V".85K5NEX4Q<(L\,'#EL./B&[]I-.CBP:< M"'A/PA/2G"#;$9](C$T?(M[5H)4,R0=39*-E.IP5:Z"=MK5R6Z]5IK =A0F9H 7-L>1=ZO)G6H#]DW0&G#G52*+/
MV;6A&K(-7CHN&!*I9'*950H(1B^VR'(#\%1+'_%S,HI5KG*P_V+C+Y)SO!X= MKM437&.7W]C]=TNS7!EG$% *-C58 MO4P#+AL.;O,DROV2I62>Y:%7Q6HVT6YE'>B,>19ABE5\)\D\.==#3 N.T]!I
MDB57X^T4,W"Q^9:8V_]!2CTI1]4HGX,E,*)GM[#!XXEAT^HL%D66+Y5CJ0/W M*_/T&G[R]4O09#Z+:6L5-N2S@P3E!_,6>/MVY22',2Q("_LJQRSLV4@.ZHCO MSA!^%7R?:6>W-;DO >EHZ]_B2TDB:3>KXO#-35 MVC%BB8#1)2WH/DUOO>7:9CN+?4 KN3'^# X9+
)?=R+$MD1W<\|W&<.5;[=Q M49]:\O4AUA9\$CT7;<0/W],L%F5&IF1P5 I:7W!U>#):^#_6W[*Q?4T*68E5 M5BK0"(:(,8Y67=C7:!UM"++87B]A(:KN(XXS<9B#:-0C]C-W4]D43RSK",A8U) 8X9,\;83!W1;2&SEDM+7:\PEO_HYN0'QA M6V.J&AGAE=/-Z5"T8S;"..
%=F]ZG 5[^N)55*N]941%.>?GX5QLGR*/GCRE ME-V!SV2>&.BYZ<9NO&W.YPTQYE!8Y(U6]E"NBUO9>MIU&[C5$1-P&VR1);1 MM(>F7/M&&# 9_%:@5W]T[<-,::] NZ4OT?(,QZXNQ,8A]FONK36)6\|OA-V0
MXN!FQ+AVYA@NR,MBMN*">S]Z_)^C)'J7KA;+\760@&HV(0S:I*!&D(.SS(M MRO,D%YUBBO/5Q1=V'1#N2F;/=T')&5I[M]N\"[\,/GY&X$1AN?2-MY0C^")5 M-<2^)%P[0DB?H+B+[QQ6E:BP[>XXF!:3G]RI4HU:B37/@1C9X1*H,M$H?XQ1
MD*/U_3ROM4C">KYK]FZUKF<(+]':D M#-=AQFD(-\S)VC.GGE'@&P94-N(6X_G@X=S"$D4)/Z]]CFG=66I\+]&XQLCU MYCRS]L887]E7)$D07Q4^G[]PVC:Y6U_W>,VJH[?2X+/WL//D&:_@1*4OE7^K MSA_GR'%L'YZQKD*9XS?C&%_^"DB/X M:D![Y(228_]Q"?
(Q=#2&:].)9+K\WQ-79;]T9?1XFER.7/ZAYB/BKG4QM +49+ G#W(T]WP#_>+[Y*(9M M Q8$_3088,*\FBA)'FF-+L Z%!HW,=T5,Y@W#/S:(#!%RO!ZEU[%@U>+RYK< M>>L.KYAZ8",!=.=Y5%5'"@]1D)$X0U+Z33+R5:[LEI0_S9:"[T/ M0T]2VQ2%9YZ39O2 "CY X>
[B1)EZ-"3,I,&@DV86S%0_-=[__B4QGF]M$N.[MAR3&EQ&]<-4*SZA:X0W8]RFH.G+DMKX4 2;DU*20#01>S5BX&4*9/6@-G],# M,GZ7%U=T#FQPK./-Z-O4"NP+R\AS:;E1X 6)4T!(QC[DSO'SUL*SEC;]&*N= M>4Z8;*%&(%/S*@PFN(0E&=#3MR6LM\/B ,H(;"_-
UJO90+)N M (R$#M/&&D,&_<@X=+6^_[NPX7:][I5,D\2*L4$WKM>+Z443>Q5,?U#9T!Z4 MK4E@:[#6$WMI \.:>I2@)M+2(W&X;DE6DS_X2U.2L";.6;.]G 5WZTG*?I; M[V=M+$) G1@_N 7!DP1_MOM][G+M+E<:R7"+8.NR&"_-%K[EZ 4Q$-W()7 #?AYM
MI3K>]4MB2$T 7:14+I9>(5]U(15RM.KM"'&; M#NYU#C^R]@D"+@^ !0@3F+F>I_Q']\(0'7BG*[A&PR-^QM;@L9E$\[(*]=P M#K78SLS+#9,Q-=DG)L1]:5ZT;2MT)OA4$U] MPU< \1"SB(,('B@9!L!!HY@M *D6]SLR+_*O-:ZD!P9(.\^F/78V\FNO/P=_ M
A5P]8RF876+85E6F'!^\=%U7?[FF$<@0K/&!L8SB-89_Z3HYV[._5HM#G0 M4*K?UZ5ZPVL1>]S<=8\U95;'KZH/2W,*/!4T]BOCK]P+$ H)QV7#89]5IM-? M:]G""M?&$*3[#MX]Z#G2FFV>]/0]%Z'5IAR?;A\;!.(_)Y<7)^(#XMXZFB> L6A]7*MYKC8(!.$ M!%BV]&?
7CTE?2.PZB:A9\)(3]);G.*?DHW-N+(2+D/JYA'4N]'WRW]4;AM8A44Y5H<4F]013_9CN(K!V?K\%MPGE9@LE&ZB('P'MCR /S7[%= MG-+G?YH_\CM.M@V^!39?!>9@^SNY\$FV9+]!,_@VONEYX?"N%DD4G9<5DP6% MF"-+A^72 IBS!C[E)O-P/9[*9N/+#ZC8#+.B\A3?
+BR=3G@M#B7QH.]@[T^7^5.#]4EEI 3)EA'@I'82MT;D3M/%+B&;CY L=V6 M-9GN6U0#W>A'X'^9@P#%_Q>#D:_!I)::02IR65!45]I@6E;IO("%R+7>B]M@ M$)!@[=(P5&(],1N!K3(. -<3.$MV)NBGUEP#E >]YFD=1AQ0V+Z%T[/:43A
M2!Z9U/D!6!3A%E1<8^)#P;@>18A2QE!"T]71AOP ?M*$C>1B* M7HF9^V4TPVH5WP%4GY;:$>/>1;+$HGRVF:)1B25% M2RW6XU=L:^4%$0FBB NL2UE*XT;=5DO#Z1H%E6"";T*!NP+[9--R2:V=5UQH M-R\+U\+:M"OR@P5N5FE.MRLQR$&*R
3!]!5_/8(MKPB#+4A"E[YSAL+G&D MR%-5-7(;(&(IY@ 9UT@YV6..][EP CS3%TE5]PQGI*WVFQ[/-Z$2(7^/VPL1 MAK?$+E!,& M@L^/!0MMP#P^+]WD56+A914W0I92Q"/-Q=H:Z0Q@[PISUZ*TB86:7@K\71LR MPU)&O5;40KFVV8VA8(:M[,-AK#\V@0Z#1>)&/1*N
4E]<#/7>9[]N]&*RS[= MA^EC[C=H%"ZM#? - W.]8H(G*S6E7@$4IB)]>\'E#>* MCG0Y&O8E%QRGYXETUO&K9:6I_C_)Y:*M^*&E8D,1Q;AT2^-#M1[41D,W SGR M-9K5AYM=P.;'1]S <.'Z3WV-VS99:DY99.U<)X2#R^U+7B[%QC#L)V522O,X M.'[I@L_$?
0;8]\0XE&;MHFF5;V=*2%AU=P=1Z[AI/,LC!Y"KYHC&R;@7H5I^_M[&8$SL)NO$%K+9/<;G@!;X_M3/_Q_ZK#;=HW=24TN_=P.3;A]OW170I?0/?> M-NUNVML7/C V0#M &K#PODXU!X+7E73*IK.- /Y=ILY*[9E"WM?MS M((E!CI69CA0I*ETM]L-
GI?/%C$*D'%!TZ48>7.+M,L-128&N.1=@>183?.ND\9^F M,]'3^[7;W]TY>1G]YTC%L9NY^!U!)\/7W>CTZ/NX:N3?DQ_')R\ M.>T<_Q9UC@_I[T'WX*S?/8Q.._WA;]'K;K_[XC<&DSPX^;5[W#D>T]6=5_UN M-SH^&4;#DZA[U#V C_EYT8O?Z.DT#+QS;S XZ])W+XZZ.
(9^[]7K(5[6H0M__MHAM2!)A>(+Q-U#NFNW0.AKV3X^BD'YWV3PZZW\2M\]MO7/7BSX+7PMT!_*3?&^ -3\Z&,,(8'WIP^[0U?XY-E*&_A MQZ?=_K#3.Y9!#%_W!CPE;[K'0QS!X7_"]7CQL-\Y'O#@!S',R0$,H]\]/L"G MPB#?
G!WW#CK\+3[B[/BPVQ\,X09PZT&T!Q AZ(\Z!W^/9#YE%5^>]+NO3N"] M_:C?/8);P%#,_&%4A]T7PY/^UP?PVCWXAUP&3WK=.]W=>>=$=ONUVCWG]>![@ M]!["#;LPLOKASBZ8/UPU$='T<%1I_<& M)PEF;3"DC^2IL#XGT>_,5E&F*5SD :
[&P=$9+7CM+G('$((36$*61_VLL2R/ M@L$'>P1>>G=GT(6?=H;=H]^B5W#)<1S]_?CD+3SUZ+<81.#HB/Y)_+KR='9 M M\1"$Y@A%Z;"++_MA.XQDQ?YV=^?.VU,V(ZW/\0DL\VF_.X 7[LALOHQ>PLSB MK)Z<@LB"0+_NP#9[@:NOHZ>-"D+W:^_P#.9C>+*[
W^>'73KDU9;W#[.LQ&[M-R>'O9?T^?$9S!C\LS<<1-V7+V$KU;20K!.^]YCX-[F;/CZI-_[;Q0Y&,;@ M[,6;WK"VEOA4WN9G_2&^#@H'C*@W..R)HL#QTHR=O?@%U=.;SG#8[;N)O,L2 M#6 8'9*H0;R,!RX MX&VGWT=]3 O?PVD8\|**ZZ^"7/=[A@]XK4E;TT&
F\4YRT9O.W^TU\AXO2#*Z MIUWX#UQ_U'T%KP(3?SSH'L6X;5#[PY/@9[C6)V^/HY#0?!LTKSRK/L7W/]^:X/[3QX_1/>_)"/RG3OJDDF67-&:5K&9+R5HX$?3?%'X?08KI:7\LYFO M1#%)4]@DU,#)#@XY]9)D*),?G4-%?R38!YQQD)BW4;.U40%_3!>%K>W;\,
M;M;HBMD^W%ML:\7PS&^:UVE"34V^E_!"/A&XIM'7[H,&0C&66#HRPP;/!2:E M$*%8]D-7E5 2ND]8L935-]I*Z5**D6I*C>AZ&2R)P32#A-VGSJ9_\@6=^P5] ME;I^VC,N9!O $]UPLS-CT:I,9H;0I"P0D:9]RV-2DM-':*KQ"E8;67=27 /\ M5YZ"+BUC*FE>257L@IX0"W-
[A!!DRVQY'>YX+7Y.%7D_*UTQ5BW84L7KD]CS MQ/4[;MV*YW[%7TK=J5H179S9S(_3&;8%CI:62TT.T]=S($O?0147X/2$7 M2#27%$45.5QQC'13%:1CZ\,F521*,N#X/@=K1S4FNI<2"#T0V6*2XPSS(MY0(;K\!CLOA M,]9Q7(OY8@7Z%$L^#Y/M@T!8>('\A1CS3HDX-
$A/I,(FN@X [P*V.:5\DNB? M=_^P'(NRD8]0,QU$=#4C\].SK#E[)*8"";12L Y9"E[A1MH:KND]2;P%^2OR M+"K,--(-!-R W(YP)%)Y+CF6^QU\I+MWU0,:\U_MJ7T8#4N'W7)$(\C%+N7&$(3F$NT-X;4"TEGIC8 M0L6U+ABZR*H:DE9&>>X\-30.03=GBZD5#&QWISXR=
[B)%8[,HI12U=EKFO3^ ML.,N//$F*+GKH8<(L])V%^)!$QLR]5R/:A=,4V9]P;H(SUC,6!?,6BP0N=E4 M$&'>\XV]X$=[SK;T(&GD82:";>#@EO2!#7)DN$.F^/#)8I$FLXKY*@BRC>T0 MM#Y:>BVX;T4 9,,N1,*CFA+8]8&N:LROQK)D=K?.1BC])CYP2].5I;D1'C!F MHT
##U0(-)M=QVI'%FLAN6*+R<5U74(SHHU8(HU-@6G2T3DI-S(6>P$CQRNK M'! LTWTS>[E3.*T5H.T.#HEFBWKP?(NX0<'HE6*="<59E]7^K>2+L>F79]&M M\S0&4,5KT*&H6A)6N& 09D&X<[]IA2WYB:H$E;'08#F5=<5K?A["L*SICC:X M96MYT(F(W=59WXR?
%B-X6G(G^+1:Z\F' *9%QTTZK-O6K-9";;IT+;SL)9.) M-SMK-BZ]+^]I7[46<;-1W_ZE$=Q\$M7*=N17/__/WWH_#X((.6-880WN3\U] M0.9G0)L1FP4IB)-)\^1HEN3O'B$.Y/_>-]_EF\?;Z[L\??!=/K>]N1$XND<5 M7A (R6*MFD3ZC5Q1R0=:-SI+&TGGR0<
M,:2:NX/NT=%IYQ KJ/[K]\=?T=^#T\Z!_GWGX<@V)K;%106"K?_Z"8RA"5I# M3QX__LM7/^,(^GI[L':6R#RG:P0O$R[:+)TNOU(I'1[][Y]7 .V%>]<7(-O# M0_.C@Q-\M>/_^NKI5QMO@)XK5][@(?RCNQ/I_]'C5L'??H%AO?P\3>_9NPPQDG3KEVG95? 6_TF']L\/AL(]
M.,_84 B]]HQ-LN!A$KT^.N..A;B4O%_)TB8>0U]$&O"[M5[W.U ZOYZ&D<'1;DH*.!ZF%ZFLV*!KNTG/],^[\>T MQPV#L"$%8I:%]*_[D (& ^]=+/#)9Q8!O/7K?_PHWFDX.9N?N V1.2?]9%EU M__&Z]P*;#M&]8BOB"][P],HO3_IOL%?]U5D'N[=^VX8WWP-
=UUDNX9ADVJO] M>Z?2GOX4G3#)QX_X9$G5W7\]=Z>$0/?]13;*EE$O^FL^2:]+G_C8>?*0P+AW M.X?.+U89/=^2%?V:EA55)T!KZX]TG>K?]DOO3%?12UXKU8)D3Z:;-,> M99^D7XLE1:]2 9$.KGW*1TT,$/]A.D[G(VPZ>?KXZ3,"#.;0VNM'/KB&U3:3 M[#*;K"@]O=?
VJ**L/ROF8BP/Y6\ Y=8X_+?R\VO/'Z0PRL;#!5QZG"RR)K DDLB_@2=-,H14^]-3'7.S9V-,EK6V8:T=>E05VT[QV]Y6[.WM8ZS^G-HU8 MRMNX(;%:+19,-(:]C%0#AAT?.&A]@6F"L1$0/*+!<:8^F*F5FQHI-T="RW' M]7WR)M3+5<&_+5Y?
5E4KF=1BM7158.O7;$[*M+K(%][(2C]G2'TX:=C=&6(+ M\]) D':1A],TSZOKV25HG0W).-3VM1=W_)5U_5L#86<8/6FPYGK9:G>G2]GB MFGN$40]^D<&66VUA+FSFWG.NIS,4 2Q;(4>T$7-I!L1%YY*0RZ3,BE45=?(Q M?(-AP8Y!>*5#8F]]?
UM.DN92M]VLONY;O'[.%L$3."M3:D<[5XM)-K9;LE9: M:=P>NNFP"&A/^@$\ T\<3>#68Z&*YG_'KG*4$/7DCSB:9N^5_QK1-L^U;E.I MRY'H8$DFV1SC?QF6'2,;[$P%T#(T['LHW[RX8K)'+KM-IDL",04=@:5*K-X7 MR3471*-B]7(*,R(JSP-
ZMEDQ4EW>)G$M@FF].ALG5#ND_(G6F%CL+.9C^ MKE#[E@,BNLOM7=B[+!U86G[V<1T=.'AX9&-U_SC59IF;GM"ZMQU2+Z]!+](Y MV;@\QR=O"66KWT7LO%BZ.,RI+S.'H:[S @T^F"%T(ROGSG*KQGE1L"%XF:G:&+VVI18T$!$<[I4*U32HWM-=)AQ1L90Y5^Y8;
Q^AG=@@5KL[M<(.OB^G7BV+\#FQ_Z@_M_+L[;+$099>PI"H^MS54L'.,,)TP[&+G)*G4C**Y6T<,T^;Q.,!Q0Z_59N0(MY)73SP&D#D,\>U(',Q6<&(CS$_<*4PT\C@0CHM_1M< HY6$WKZ7](YZR!#Z MQ"GN%#'N&9D#+PO@Y_O'=)F^SZHE)C3L4,*'HR>CHP0ZJ
M;6H,EWTW!!\DJ=D\94A%F-K!J_XMRCJ22GU3*A4#V@E)=:'O(\SLM(F)L&V- M$K]C<_53M#<*EV>4$("7D+(2^9Z*DSG06N4)23/8 44K@P T1]L2]D.%GF*3 MH=%-'(QBS*-PU W2EB5' G7?P M@+0V&V@5O*/%MX?$G]ZL\:V\3>?
40,UE,SR_,#"I!*+QXQ'%48R:51!K"&%W MA]0]_E9>0N:+@Q7[Y(%%>]-]]190E-$)3%L8)XEFTG9>!UN>CB>987D5;IW? MW0&-!?I'@KCXTH@0,VFCL22Q^-<*K!=B.RFQ\Q\,(@F$]SD1[&@2I"(G]Q]^ M=Y]EXA@R](IEM
M5QBQX>7=W8&#U%R&?]DK88C=BR(7D]*O@[NB=_,31?TN M(R(,& +CU&I;?P @2#I,\SS,02U6'I]:.6U4,H6:V<02B5;#IAV<$0S<&6> MTIHK0D,2B/%/T=]Z/SON'HPAWA*Y.?68LN90Z475%N!Z$F7?O (.^>=9:E>(Z<;^P.KSHPUMT-W;H/G^H M;_F\#.YG9' ;=;&
[TQ%WW5O=UMQI!#8-P_,>]4K)ABIOG5W-3?IK.4K!_;7 I MT*Y9A:7G%#,*$)FO8!!?^#>:/3'K2&(VUN.I:><&YC\'P(0_+(1P9K>U$4GA M8_9'YUV,DOQ=N5HLQ^0(%^5YDF?_EI@%C)>60IQ-4,#%[)+"8@K'<,5GG_U"">P*1MH8ER56!D FJY]@ M;-
+/.9+#1#BQ^@)H,,P8WU##&LAYIM]SH",Q;:-U:I%S);L,D.(JL@1KL&[MZ+E=/X5CG8@$V"X:>U<>*)%9E![X2F"[MZ)BDLQXNS,^5/&_.UII=:*3WCFU:',V'JUS_:+AK9>,QWKBGHPE^8H,MNSMM MT9:8HUHM@0]| D9KFX9-;)Y\RQF5C\ !E9$%9&
(WOAG)AD\8&YB=%I=1GM[N M,>)*[*4,Y&-H2?$W 7:6$K[-]$9UOF@=,S]N-'W3&.'>Z%AWV@9FYX%=6 M+D9,%GB9AD9KBX)VU&'A<%]"+HYNKFA8^N #$=9G]F:QP)\)^AZH5>_?F[7#,)0C3663O[.\A=3#CQ$QC GI$N'LW3K1>PX.*Y'8P[SS K&XU4T$YC^K
M'R"\ONZG,>-.9:,5_X6CG.>B%+.Y0STCAUFX"@3*"U4[6A7./V0FMFL!?49' MZ5W:&M,7="Y3+E6753YPTL.$0):R MB?]T)GF:1Y=9,5N3R[.IDZ4G2DZU^!0H 8_<1XGZ,E(*9M/DA ^Q";L-,B M:^G*
[2E1V\$(RCE)&Q9P4\4(H]<+N2F/I(G*XSD[]B@6@"4L0GV:D,\V2<>@ M"QVIQK1,5I/5S-%<,BW],D,"!]R33#"YSP26 L=O$A:VS(FL<_C%4AR, "PJ M2*,NB:S!E),90K8K,RCQMO-&9A571> M)HN+.A)C"PJCCO=!&:,R_HZ4,9@R13F1F9)RBV%;H*!R%Z:5%+FXF
19$[4] MCN,$"W QE ;;4&V5)0 M]5#+^51BG:7,K2X;@H13P?%=*5TS@V?SD2WJ/]8'WL0\3[ZI=?"BEXX1/I$4 M0I#:"*KYK^L>A!2\;EB+QD1XZ[:6@D;LD^<+PE!$A\4*=6>?P?22%LH Z!\GD MI3K:(&++ZHN"MG*:G5-)X,3]&I/_!D4S;R;!P2BQ95U.=@I.B K<]K-
%,Y]WF:4 YCG)7PL$IRO*4I+T;%S ?$"#0=I[X3 MR9M.Z03CN6IU3/A-\/M9LO!A8WIH9)]\)\7-Y9&PY[DMA&])AD--- PG>_W;C MB?EP\!.<%QCU6B5P)DU6M")*\^!NHYZ^^F%87B@Y:$(TIW*!^Z#P/_W6^H&V M5C^@S*C0Z9A$;Y,25R!3 @%_]CNGAY
NEG@1S1Z%$>>1VMA4]#:8K?6ZC MPS2%428%,//I_B!5BU5VG/)]7%))V)^:309*.ND6+$!9+H=B\3Q"]G-_S*'DC]8V?X]X-)5W'IQR+NGI_6GA)6BNOR>;<1@!]YQ\<5@] M\N@)R-H%OK@UGFUW6UY/#<;:+TQGF6.ZN&D,[@>2>M6H] 03%TM3*VZR$U24 M#&
(46Y?CCF\@_3 X8S)4.=+,'SH7H(2PFD%"[9(9_4]]]B'+>BL]Q$H MFQBF7H!K7RGJIX1W62W,LW;"'O8![0-N^#@PU-,N"F$EO(6Z>GE5K*&N5E9% MX0^]DXE8^F.,'-@RB9C;$XCO>G=;'":-CYDWPA\ABQ]PAX^4C!,'P+-2Y'ZH9 M6Z2H\
[.!;"W#]>Y.BOTA938.OX%W;^%Y)GMPCO$PZA]E4FNG&&;^)V55#7* M;%AF1@F1?:73\R"C)*/20Y LI%761DZ MIG#6)06X0EC*]EM:.NHG4),KV]\Y$4^Y:3 M"4SLP!6F*,;9E=]@/;!,_"*,-'?PN_7V)(8L&)#;P]R$F^Y4\-;H8$W(S//7?H16/[BU] MQSU-
6/@;DBVDY6(%')4N[--CRU M^F,CS'G]S5YL+UW)EZZ"# /&Q>(NU?DE=*OZ7-8P)EK\O&+CCQW=)F[WSZ7 MKR23"9;":U\?W\1_Z!AV0>G/5[DXQ9QA]^@@L/08Y$?HOM4L%?*])X^>$'<5 M^Q:^'<1P"S_H#M0=WXB-[H]SVO+33A&H2TM;H);70-
^TQN#NE8URN7/:1,S,_ML&Z!_7,?D:.1+ZSTCPD=F5DVAL]SWD4O;4-]1]O$?7?5U,%EAE8]O"@YB3F#_GGFN,I.6TPD?) MU4_1+X8S_]?HUS1?I1O%_YQ^+]U#W+PK%-!K6NR.*'\MS8%+X1 D?"TX&G1M M.:ULB/]FLXP+"R@L8U]1)*.D('(U=FFAA;*-
X;;)LX7M=G?'Y.";_3CU@&5+_M&"3>& !P%S7'&L#*$FR>#GNX2[U^M0$76%T@:81<4@]R-Y$,7#PQ'OWI2L\Z+_M_N\63MHR:&!E*C$<&QM7/)5!&Q6]HQ@_N"BNTDN&1HPCUX#L*H!L(P.I;[9% M H;/VD1B-3@%]PSF").WGVONV<*?,)3N23]"_]L7OT5[O?
VHU^]W?STYZ+PX^BVBRP M=/[1>W/V)NK^8X@D;L#.'Y M,++>L?NKT^\A:5QT)'-,#>P.&G$Z1/='K6/WC=&70]5'", MO*O.L<'O:.C3M_"_/'C[NHM80-$+^-5A='(<'9P<#_N=@R'.07^(O\;7 M.Z&+X#\G_=_VX9-#^O3@Y.QXV.T?"5Z;P8\-K@)80L-
3WZ"R879/>CVA[V7 MO>X /N_@%#) 4,07P=]]. UP KNG_>X 1@7O![.'SWV%X,NS4/OS>E1CT8((QF<';R66[T].3LZW-V! MY8UQC7"ZNK 2PU]&1[UA[Q6,Z>08!+7;_3O.?/<8AG+0I0L11.G5"2Z)B%I, MTP/O#B ?.?C[\%>8R]V=WK$(7W,Q M9>*;"PD2!H]]]W-
/4N$PT5@]#F<2L]H@".; M91S>:NN@;QT UQIC["V=:%+L]\R:M1(_A8.Y1E#NF^#>*\YOQ5O[A-$KA8$Q@KS=0 MBON^".>2=SUW QQ/#VSB]X?%DGF=G(?U0!#Z\;VE\X;\!^0DZ0#WL/QJV[W MGO$K?IELG]_\,6R?W[:R?3[027X4D[253K+)&G0O"26_^[(,S
="R4].*/G+ M-M]AH22@^')P=^C4X]Y[>X8RK0O?R+N/[_D]]O$+_G+_[_D?=\Y#_R2K#RM MTHRV0F=NC(C I' RI'5:(IR3D)YN+>>:P_+P&")2-UY,:^R36NZC&8!?3O]O M.L?18?27[M')*>?RA"OM]%AE59;D=R-*(U+U-J)*?&]3DC*^"R=EXV$#(80Z
MQ0+1!CWEERA1#XR0;O,(Q"^OF1]6/10#N%P#*_MV-MC(71-=Q//"-/MGQI65_BV'B\(724K<"#I<\]N,/]H7$,H':X,Z=M3]G";/*G\#E&?SR=(SY/ MI8@*L 1Z09I617F-^%$4V&ZA!9620=?[),63 M6/3H8,W^X\G3^/GCQ_'CQX_Y! IU!>0+"K9KERR:Y>N.2>P[IB"9M!
M) D=>RGACND+V 0\R__SU__OAV^_^^&G_Z5*_X(8CTM&?/\UNTS>X9;OY>-' M*+['Z64R0;2T$]3:R1-\|2_<>"C!X-4D1(K!>*]$?X"2\B:;S92,[+CXSR>/ M'U=APTATB'']LHKV_N,[E [_T<@)&>#PW]#BR;6UYSE>$NF<*!&\P?Y".4C MRV6'(7,U[3"N %W-9K$AI2(U/?-
X;76$'L>RM&=H*ZD(HDY=211F:]DK%=YI M:D_$5MH2AYL8*'2/LTKPW4I>26I]3QFP+HG)]R$N&_@I_8;!(X.]1DBY+TC" M_%@#86L?H]V)=KT;K2142CFN[37;29389BG=P)?HD0$4S?&CT2*];88"]44: MZ#>M14B,Z'1(*SGB?(4P*HZCLC(@+HA@ZN
-8H'T"PNO1/RQZ"O!#@6^ZF,S M*V;5;8D5/TNZQ(^[_D\>R8@0T87I+N/H@#MOQFX;'0H-2*O&NHS)LCDM0U: M!KE1*TWFN(;-/4R(V:40%H.M0=@@W+RFEH>TT,*]M)[.=3D_FNE=L=8L1Y8 M Q %$(D9O+$_B[15%]D*LGWLO<;WI;H.UM:K2MP$;

([P/PLHNX,7,7P.M#O2 M)">N(FKF!Q6\;:S.^^;1P"?HX-/,%'8;V M.[XA@N()VG,V1^>$I\XUS9AU(&@+8HW0MW90T)B-1ES]%@ *=P-Z%W@9MS3N M@ Q>3<+=!F= OT!\C. [,](T,A1W<@L^4/W/JN:85//8$9E M+74N,&MM?DN
BCX#*XIM*F5'=,3Q/O)E1NM8@O#]P&\T["[Q-1 %W/V>T7QX9\;>>)\'9#E%)UGE]$]T MUSYG8XWH==D S;^F/QS*,P6ER@*AW5V#OHEPRYUIS2;P,OCC.'P475W,F8<3 M*4QCP[--BM.O;+4LX*PW]PL'#?I$? :YTCFNE=EG4U$O'.@/J3R=]FSF2Q00 M6^'^R?
VUD30_&+;M?/=\W,@,(,3]@ECA\TO.Z0?*L";0&M]K4@G(>U:+&4T< MC$Q])CVGF%0L-D_"92CF(T&$YU_-|)Q2GC6&UZ3!LOU])L^\[T<6YR]FMFIM; Y\;;'NB (B<,F.4HX]!A!Z(*@*_"*IZ VZ#,"._C=D='/ZVA"GFFT MEHKB724.[)A\+X-X$:B3&K_1H]]
[&GV6UO@S;XT/Q3C>W8&I:COU.OCO) 2M]7WV L'-$\G">6]L2(M#6ZX'P?0GM19N;M3,W?)!,S6*[.2X8_=_-Z\2!LG$DG:&S-IK8_VR8MNF+N6 M-ZW;]0ZGF4!Q0^5<=(P27E+&.M M58SAUSCE>]D^*Z];^&36A2CV)(Q=(V)*WR\RFS0*LW>-]]#='5<61!"0%%#V
MP04R+L:.65[RJ1BT4)YZL%*ZEQ)-.4RG"6AXDS0V9$^2,]85<_2*HVN>AW!> M4;7!P!Q'LQ"A)35NU4 8PK70'+!Z+8WLY'\BA;-/4(;'AA.*VMY>DX)N0T@+ M8_WRVBU8C1B^2B;"R@"[F]"AQ!,+G"'YIU#ME(ZL#AT'O#AP5U]\";;]1&!X M>@\T,V<9[%PE(H;3.Z"
(#ERIM7Z;0_QC/5?S_M2YN M:A1/">ISG+%*B#]=1Q2SP@I](E>]IN5FA!]^@W.I=V(BI;H/N"X.U**CW=M. M$#$Q0]8D]Q7EB/CE%*C-^'R>1AJN'/\+RW/=._+HW9A8RZ<^HH"SZW M,,.2+)AUJ4.BLYO!I6R&*H+>JKDO&]YV$$) LWKB*.'M(8^4#N;PHWDKRE V
MW4,,P=@X-%1<8:6' C; F!])%4OZDE65*NF[_^:6*H"]M'3<.T^+IEY4@^H.8L)X\>^C=^;P\XF^\1SS0 M/$Y/\R$G^>S:%V\T\CRN3,$H-4-SM;$T#SPGO135CMZ:$.L]V#DZ5PJAU+P= M\F<$W/6E(DM>P=F0."):1;:O\S.6ILZZEOH _=L:G Y9&@ @N(:&C%+K83>
MOCJQYT&=$%8RG&AHT.;H4+C.F.[8<4S4K7-7L5*YRIJ:B8X5F6+T;]=YL?%0@PQ%!7E '#63@U+ MW;)<9FR#UT71R-_Z(7^B8_;3B]VW1NP8HK;O Z)KPWR]8]P7UA+9DYHQKBL6 MF6VXDD(&1%ZS0*A[4=RB>L$GN!Q[B20?P]#HB/'\EC->%^=9?
-04Q:V2$NUQ M*&8TS"E@LB@]*2VM$(]-!X+7BDI(-)$70LR@+X]WYB.")R298#(,K7LYMC!6 M8@X=@5M&K'Y#8QQ]&L_:+3\Z*N#=77@IYCI">U,LY")_^#+)9NM#KS?IZA9,6+RR]O_;I](P MR&$E@BS)SXT>/)M\4<<,Y8%GKC$EU*EB^+IP3=#B3;0\%SYB4I"
MZ+ BYC1U/&Z3 OUKCN$EY']/"H*3+\# UH#ABOAZ@EQ=:W'7YCHM4#_O:=8N MB^7:WI2I-)K"5(U2>(^I(P-W 0@.N_#=$(VREK08%RNL+%,&5U])18:+^6T; M7: ND1%[L9)(SBDQ)X*.1W3M7F*U81"+->:-P>OH;K'K@!(]]D78OR]Z'=TE M>,TL++\[6MTB(;
<-5N_N?+1H=2"%=PI6[^[\OFCUT$0-M=&CQL1!VZ0V%&Q9 MS(]9KBUN2GBD+TU@]?TME2!XYF"]X"3N%]I:4SS[B4"'A(6F^5'TDIDFD$@P M#DN2O&<0EA*I8U!/4?HG5]Z(=;-^V]"_?ZGH&;Y/;&Q<4K=Z1W*B:6?RQV[8 MWC(+Q^V&9\/.RQ+.11=S]IQ#;:>%?
[_T'*E9M'F\G]7$B9NN\DGC(RHTZCA MA%[9\F'=98)XU6F6[E\0\\E#O/).9!4/\;HB@>S:.WM;::P^T"[?MC#2Y51_S7W.!FE':UNLZ><,N MWOB69[SOIXWV+)68-XSKC<'D7[BWDZ:1-EY4QI0*P2):^DMSA<:AQ]-5S,]\ MOO K," VY#HX([Y8S#+RF_:W-@3X
LSLK%RN7$S]UBW\9(RBVMALV*ZO.MX3 M9[RE*C)W=)3HYN_?7!C3ICHI&< 1"VQ%%^,?P3% (6,]?9[58/$28R0&Q]I; MIKS*-4[7)*W&8$ZSX5PW0UU9-#ZN^>5HGXUY=))1KL=)%?@)>2$DEL[IP*8N MGZQ@<. K<)*] KM2MTB[-F-TK)&R&54U(H7YV<'!UT_
&@,%2,6-A%K#E0^\ M9LV*1Q]U@I6"DS9A<7>4BO1-C5_Q3Y4VM"K:@;+<^=Z\FP3^%BD_7QQ4.U53 M-TF5FR2.6R#9+7:.@_'U TFRC DF]T%N/UANQ[6LBX'?H) '43D7T0QQWJA< MMHZ8XL)]<9CP1%M9(RWKFSNQI@)]2<,7@**8%C#*F/$
MY#S!,B2Z]WB69(*;,TEA7CD @-)]2N3FV&W/67HLYZ*KK<+7U(\39AG"UHF, M=@EU>.:+A0=0:592@Y_$MET=G0F/SA5GZF#&D_=X]OK*.2T=1[4'BF"^X$OV MX^@(]V_<(A*V,#"'7X_*A$:[*+.TDN!&%S,$FR4:,3^?=I> W]8YY;-1ZNR M2MLLB5R$R2Y*=/)1%+
OD]H-;U%J;D+ZCB&%8!&(D4W^(O!W&QZ,^ M#+&5*/&(B08]3!5S:"Y;KL0@A0;+#'.:=5E#8*R1%/2D$Q<3=8$R)<(-HX]\ MLP7;@W99W>)X\DSLD:W;/:GLGF&[8C0K\L,/?W%IS[5-H-1['3L^H*(4!V]< MX=_QO2^F?/H0A[P3%=A#'/(SV^]3L]]MYW9+HM:1@;770X
/NL!P ATVV4S2 MVRT&,\9P$%;7]UY)OB7HQYI(M"S!_O?63BB,DE11GL(I6N%!;-$?X<1-X,20 M[GL,L!+H*SD9L8]N!IS:^;"L)2*CDP&':8F MN86VY>-:C3*&#[>EA%Q4' B+:JL(R3BL@WH@JT-;'4O &?R0U6M^C><%91.1I-#5S5Q2/6$ZGF%/0EN=L]RB4=(9UT
S7+G>HN F M[%]YB[GENCK">K^*BZI+ 8TE2@19-K4T%0EA-I0M"3&B'5F185TP([C)BF$R<$9.G:*,LN;+Q^'5T+ZD-7788S>#)#\^><26# M4ON,D,VC>G=M0.U:GX?FFP .T]]Y<16)%\V64?H^JZ1=/ID5Y\6*7%3MNG%5 ML_NQ<:?
PK7TSS:8LDWCW=O\WPM:/)6Q]B[V;C AM(O6ETU6*5%GD%1G_=1"]#8] MMI9XL GZ .**<3/"B'+<%.0+(8-\RQART2!\/]M-!FN0L D2/APWM/%0(X9+ M&;Y?2I^3D;QSU4.=F%L_$ARFM;FS$HETR(%.@+"79;7=)ZLI+K)E,68/='RI(DX!EP5V7+[^U)RHR0RW)22
MB"^!M7R@\9,)LC N7;1&CBRMSM<#H=9:6)=C]3X-$&XXN,V3*/=+EI+BEH=> M%:O91#NH=: S9CZ%*5;QG23SY%P/;:UX2H-&3I9%3+,'%^UMB<>L'*@6M M&*VBQ!'6X(B>W<(.DR>&\JNS6!19OE0R[[))3)&E[0@#C6]^)9KF_TT M]@&M7,OX,SADL
I]W8D0VQKAS7WH9 Q7OM_'16]]RM>'7ELP4_1(^R M6)09F9+!42G(@L'5XV&&@4.LXCHZ-AN+-3Q%/6(WMU^112';"5L-I]><0R#EBN6A*M1Z/K&L(WAD M44.-A$ RM!$>=UM(;^30VM9]SR>\^3NZ ?&%;9&K:F2$@DXWIUC1CMD(+8$7
MV+WIL1_LZ8M74;&LUBL5Y9R?AW.Q?8H\>O*44GD'/NUY8N#PIAO; ;!61TP =[!'EQ ,T1Z:@4TQV@+KXP 8%P5S)[MO@U+SM#:N]WF7?AE\/$S DP*Z[5OO*4E)NMK%D_6[_X$(T(,$ M8-*=GND[,YV>_+)$VTK+DB%1,3P7\T!%M,UI+1Y1*?#C)@@Z5IM@%#
M9[K) VAF3/?;:777HUI9AN46>TR-N@"H JT2*D:2TO+"F2:(2?)I,'-U^N9T3]4O6DY%RP-=8C23[%/.2A']!MLO M76".9/_[;Z]Q5'D+43G!T33=>T"N 1]?T%]2$9&[A(2I>@P%='3?D-"-1T[I ML)^:\,]:08*-@6)+,,C/O)-:HEM+;SE2_]Q&Q+0,$,7DEZO;X!P4FCIPR'&"
MKX7CIK[59;YT3YM-,(#\]ZL,V0YM<,M9OPS>T 7LT!HX%*R[5'@=M)85)8VH ML9$(;9!/)>([01YIGCGC5ZUY?0@^%;QI!4*RY4UK#]UQ!ZB>(0:IC_]]V-_; M)@T[#=?2K^EHDASM0-1UDO\[4&Q0NY0Y(/0/]]T#["X\8HG%X*?+7Q5CWT.CU^SQ?
1($69",/M@@,Y"P)YZ38%QLBQG^+ MZ&HYFUK(FO&T&IW3$\^ QU%5'2DH9&W&(A\2Z]\65-\LM$(G MQ56+M1 /TLA-S:9C&Q".CT=='A[842S=LP&!QC!-O7+6"G=E/CC8=B)4#):# MPY+DK[E)R,17OQ^CM]Y6&S0F7FSPIO;T005PR. OG$V <'E!9IU7.W(7:7OK M
[?* ZE8^E%WRO96QO:Z0+F]C_UOMA07M2.P^?8%YM8%/?W[K\O.NH/QAB. MI>_$RN>A8)C':GDI.X^A=5+;%(5GOB#-:!D=K(/"/,6(,N5TB)M)G4&#:G3, M0455^O_U!3=^>@QN!,&-OSX&-[X-%X9!-_R9T TG8,?FH +I@/?@H0LP(*=. MR-GA[N,B-
V_;98O]?]8:F@=YIR,Y M+!#ULG7%LU^]%[A6PP$0(S]:QX2K1@1%<(+3AD-B+NY*9B"U:0S-]EGL<2R! M3:;1KS"\'AP%S/=U.9\5ZNT*\XE_D-J*260VDH)=6LV9W$O7#4]H8(E B0\9 M$WWC$%^F%TW=]V#X/21$O;,VD,!:)ZXM3]8)#PWX%0]#Z99X8C?>FJPI:Q"L
M' A#@ \SL+;,97?G07P5_=)]K8E(R/03XQ=7<+0!$X4_FW4U-Q$X$Z-3 :ZU M%^V"]4MM:3(Q3?4E=_6$'D;&4GI-*$H2(0PH4DRLR&_R;?+F=B-\WU8M%&M# MH!M2*C9 NW+',?)97\S.(Y$0UC7XW3A8X''&>NB?)1F'O0$.C[X ME&.@B#"CY/&^)L%=;.;HA9$7'1C
M8O?",_9]4!6EG<4/=A#[T5(*"5I-<$.P G21U]MU\O1GV?N?]_?0%ZSY:A=X M8LJOUU8ANFI#$'4TZ_74==LV[B9' %8>%,I>;@ +$ 8V%[]?\H=:A2$Z\%[> M_:5-2'2.Q;%;9')=I52RRM4?0P7G.>.R8S NG*@4%_6]279TTUQH3[A)!HG MKPV>-
U%\1^Z6NV,X$%0HX:#*/,^^ I4P(U69?51+TZE:.4UYXY/;D/YFV-\<>+X MX BJ-'7881IVX=IT:AHR;)/%",0>0D#Q2F:]!]!API-P,!)];9BRBVGH!:CP M@LF,83^">>:/[_7=WPN]U,Z&AE+]>RC56[I%%?#F)MNL*K/:?E5]"-E9X]Z@ MWEYI?
VDZ0&PF[*_UF^G,-.W^BG'S$;&5)DBV'O3*RU%2C#OX[@]."(<>W MNZ_U'/1?DBYGMQ?]?QZ]4($7ZF^/7]AOR=1\5S$U4I"\?>UKN([<#D\M,/$U,[PB1/RIFIK/.&HV=N,=RO-9+OA<2>^:O;+ MYL"]#_H)F4:%TD/Q=;5FNM@F4Z066-?D>8?;IP4>FXPD2C]\X8"\6\-
Y0<%* M<^AQ]6"D.J$)<"^D#]'T>V7:7%,;>KF8F=.%8A<)@Y4I&"5,-,7/;!^1%63C M.[A,.(Y+O-Y8@\DP\N\TA6"\+'8G9V7C1=6;[(]398.]P"0NSTRL[Y-Q]Q1K M/D]HQ-_U>]H"=_A4E[X4#S4;KGKDL#2=,#?%. PW++K.QF9=ENU%F&[3<
M3M>B\A3O(&YY<,HGM\JGS^<#FW1K#@P7=/]!PXPYZE@6>+#CYYN%T4.AQ!(# MPQ1Q)^BA+?78(W)G*Q[6AG<#ZMR',B<7SUQV!%WH/3B7.1L!BO\;A]1?G4PU M&$,"Q5R3MU90,S6S=+F$B5@H/HS39I#8H"%]F(JQOL(Y)!^@/#8S"?
F84%#5@4X1$$QG'\1EZ[7D3(=L:4 M1)+54<<@ >>G.>$SU VGQ+3^*[D9RHZ)D?YU-$-TB\T8"H(8UE+HD=H]^7^ M<$T\Y)CPI)!#;XGYMOEJ32FB[QF8-U\:DHS,P+9<\)/AI%20;$US8P>S]%1Y M.(HUD]"LY5!-.0@!QTTX5R1-D^4-
LUQ,>;XL]E4I9)1@JS0CRCC>8@%"#%9 M(0G%FWGL,N-PBPK4A#F?VK'9#(DDCU195F(>(&(YQ@:9'TF+SL?L;S-N!GBG M!565FP)'I XK3]_GAQ"DR#[C[D*$;B^Q"Y2;1B)X$PFL*@]-(4JFN$$OYLC"1'$IM!@F"B=SBPI[B#@!ADW .I7"?Q10]]$U"./*E>K+Y&MD
M.*OL4"6-?5Y%F%EXF8+0K)%KHLF*[&-B.V+;8K";H@5]^CHM_ETV[7W._O5E M#]V['6-_?72,!8ZQOS\ZQKXQ/:.*YNP]7R# H8[XQ_JQM0]76'Y%R0F5*P'] M2)*RIE@:P]@>D3G[4=+-_!U $@5,.C/37D;=6E9$N;::U:%DB;7EE?W80.PX M0!RN$]/]B=0XD"
()X5=+HK_JZ3T\EGOC^EISENH)T:W4"9,C$U,S6I@TAR M_/!^)V\Z1%#@8-7.Q N0PD).!;9!BPI(2:>C8GM11-[4"Z\OU;':VKRK3/E]>??T,R ?G/P73@0Q7UT*3+,+QN/E M*MO]'&Z$@\F@LHX#_;S*]\COP*"NHPU@!Q.3*&N9/%*D]'05'(CORN?7,W*=
ML]/1A"&Y<9FURYQBF^0 FS-@RY9I=-V[FFQ,P49XP_(V1SBY,OZN//OVQF!A M/ \Q. C8WVBW^8]I8"QO(\]B@C\X:?RW@UAH==\FP_V]P6'T9CP\C])AM]5C M84Q:[>,(OD^/D^BTEW2.!L.8/K0')Z>M_GG4ZG?H\RAICX=))SIM#=/SZ#@9 M)@?G3%;9'KQ-
^]U^2I>VCH9)$O4':90.H]27M.%K?E]T<+Z_1Z^'U^&3NZ/1 M.*'?#GH)?CGL'AVG]H@>29Y@Z8![#G>CVZ2FM=MH=]*/!,#H=#MI) MTNGVC_#=9\==Z)G7+;@-&@##+N=]LM_7$8C?N=9#A*X0'PZ%'T%+["UO=:[5]U/&46 M#P?#Y&@ 5SV+ADD/'@%-
<1]8#O;W.LE!.A@^;T._N_"'7 >O.NZ>0O?3LR3I M\]#Q.,#NG<)T:2,&@XZ=:QS%5LH]93G#$1]EW72<)M!Y_1);Y\X?26.KUXO: MO5;W!$<)AFV4TE?R6AS!T1AF44;)G^01SD:[-Z8)#QZB#S@['L 4LCPZ#\7& MPB3HO+SP6N\M$NSU*
(%;6VG2.X^.X(I^'/W:'YS!6WOG,8A KT=_THB\'?3& M_12$IH>BU$FPLTTK;(;B_=PA#B\,Z M. 69!8D^;L$Z.\#IU^;32@6I>]OMC&$\8/3@T[B=A&/F+TX4SX$K=B>#3O>0 MON^/8<3@SVX*#8?>?*';H&0VG$Q@=OX-W[>R>M-(7O="3O/LR@M^%M+*;) M$
8._@;9!YDM7OLB;]0.2C.0T@?_@^EYR!'V! MD>^/DAZ,#6E_>!/&X];'6P$#-CIZ6"8@@9,45]% MG>ZH/1Z-O'>3ZI5W?7U>_[\]>OT#K__+'Q[=_M^2=?F;M2X3];W4'F_$46](M+#&2[=1S(YQ^OD)3OXS5-<:N5LY/6B\OA4DQB 0H.@99"3$'=6%=4 19] OZ
MNIDN0D"+_F:F%"Q*!P(%YY2+[!WAT^2 !&<;/?LB?_S.9:K=QU,6?2GV13= MO2^NIQ=_6M&?$>7 KKFZDT&Y*>S-^5&\";8UU8["_07,E.8$S&86NN)$66&1 M4"8HGWSHM"_1AZ57#$#/C,HN2CR2.&)^I=]*D-9Q%]@!@O;4]-UV!A=K])[+ MC)A>/%2(\H']C7XR(-
ZD+%%%U\M2P-+MWYGSG14/<$#(M0:%PWWJF\HDN;-5ID-.2HM;"8K8$3>QUFU&4-G1Z 0]0:%JR:(1&PQ2I M94;P^HQS2AF]NXH8T(=,\'C\R6X%>\$;(ALL@OIP7F1S4*0P@,-,MX#O6,"/-@_H4,:*=[.%Q*5Q;@7Q#I?I.J6*I%[?(I8QI$\/>%2QSB@5ET;_I&6 Y
M+E>50(6:Z2"BFQF9G[:\F[%'8D).H)6"P&5!R,*#-,=6C'^%;4CO_<>C,5OE-1@:&4+1[MP %&\5OOO:3S>]![31;0!(*9\?=TR^10V*2'F+2Z$ M5%>46P0BVAZ)!%K4+%Z]SN\[PTI%D[MQ&B-A=FI,KP!9N\F:(N1G2V[%S];D,/R1QC9HGZU#M==0:Z!BTVGK]90_(JK
MFU=3=+9.O44!A5;'QS/-?]N:W^ MA/N"7I<2@*^=]"]GK0["L?[QY(A]U4M^.3#]/0#Y M3CO.3>T!=]W_CR<_/MGZ #S5,HH'-^B?S9/@O^&G:KM?I1)WF;] :GC*SL]=KQ+P?8Y@S.\ANPF;)%QH?(?.H4C7RG7+!?8A8^ M_M6?K@MFD?
V$:^P^#;1WPHT'MS_7WU6[@;_4#;S:9//4O_STW6<3U?O-"^WK M=[WX38;*[P"]2HO+//_*NI*B(^/.?3F!M7:)Q.:V#]"+[VE?>/UY3<_'O6C+ M7N2!1A]WI(\WO*?=W@ 3!$;1\:#'"'V[(>&3L]B3S[+W",]YW),>]Z2O=$_Z M9X:%(F]!#2)4Z:O]Q_TVI.3M:1RUEZOK)?
G[.OE-/EM>XPG]"^]1G_TU=6?[MC_Q]SVM%YWTXMW*^M5,6#IU17YTOZN6WY8&RW5=_S"Z/S/<'@\XYBO_WQ^E) M[_7_U!+ P04 " "8BW-9#;\R-/D2 ":> $P '9I=F%K;W)?97@Q M,"TS-BYH=&WM7>ESVLBV_WZK[O_0_0US4A:LP ;S$8WM< X8DY)+@9Y/,FW?K
M?FB)!GHLU!HM)N2O?^><;FU(>$E,3!P[53%HZ3Y;_\[6DD_>#-_U3__Y#\;8 MR9MN]Z,_XK=A;]COGIZ\T+_U%2_22T[:@\Z?['+X9[_[V]98N>$1:]2]D WE M3 3LO9BS"S7C;E4?]+)+X\3]6Z>_N%;@'9^\.(__ZMZWZ%GT_;W4Z\?=[3SB7HW"*E]9_/F:6\D?"W[&5 MXW
O$$X%GXH;>[$,@R5%^OL9-B)KS*#'QS^G)Q#[.C[%QS7W(<+9AQQ]FQ@6+2S#NX?P1G6/?O2'HSX8:L+W@@W4E5 M4]/OGVF%X9!&;P]$9:H]6!F=E:)I@F1NO&"WCE=\C26MDM]8SZ2S.+IM'+HV MD)_!&D *QXQ63NAS-Q@K?W;$(L\3OLW11D#D;SGP:^UW?
KA9@NU(@S%?UDQ1OR>?)H]9P0& M'M1L-]H'B#H,1AK/:(/;$?[6Z< .E25\/5>CRIKU MYMZ#3;EF'OZ*@E".%UNGY])1(1N\NF1OC(ZT#UWOK,TZ>^T+X<[Y@IT[_#.' M.R,9"K9?KZ][[C<*/BF\3P;KG;(4A?/T_;D^YOX!AN+/N&<%SG_1.
M3SZ<=H0C(;83(W8M.1,S+AV([4Y>?#AE)G%5%W<=Y[<_?FX\.ZDEL3H M"?WUVKYT\\9@T]#2R#X3HGY+DAPQCB-.Z8X$SE+':\H;)]>B"-M8VNDMF3] M%$F,5U1?A+ 46&L"\$7YAR\FW$?@A#GL"-?9N:]F,@@4KG0%F,;=$5SEP!(: ML;Z"Y*6C[CO#=(EE&>?
7]$2(=4??F5=.,!!@1]\AM%DYY"+&!'W+IKK2%$5E!1]ABEH0.NSIVV*W] MX6#8&])<],Y5!GZKK7Q?S<$4*[\XH[\C=:SM,SX&."B/K@\5Q@5L]K@21F OW@:^B M:(HLEP]](*E0V5<08(G11&0@ZUX,OU7^!#%+7 M'>4:P@1ZTP&.>LPS'=^&Q ME-@BGSAA15XOL?
HZXCYWLQ*ZXU]C^D:NM &IC4\F;0E7C&5XTV*9RW":8=,7 M@2?L,%EK: @\E,H-<)"[V,XX\N%.GP4B1#IRH^,) ;P691=SORRM&COCG@P! MWCZ#*,#P9P&+ OAH12%S@:,1,.C"=S-R, 4AL"F_%D3_3'"7>$VH@=6>)XA@ MK4]?RM8E'2]5+"GRA9%T3#^)P
88!_P%88*80**U)^$^$KQ&^S4 :[P(1YF0 M\@&>U#Q8L[]\#]GO&K\^M8"Z4=N$0%]I9$4K(4^*/B, 3[S(#R) !(VD&9S/ M^_.6;6.($; +0'EYS2WGMA!KR;LE2)PG9(C5< \ +P7F+-5F_6:.P_HMHG+K M(D-NT9&!@+P(PQ$:4H, \DK#]G&>HDOAA1F&3+E)
VP<9T5A$,)0& 6!V!+" M\K($",Z2Q>8P&0 MQZH ^VFWNM>H5_=?[M8.#S%,]I&!>R,A^S$AB7S(L7+F M\06-GZ4DG2Z(EUY FZD;W54OYZR$&48@2@>27HSTE2V$ MCH8P$,J&/P&$521Q&#U/C/@D?%L& A7.W053%.\8$D'5OD 2-7PB8NYK8HR8 M@"2^*.#?-
\ZTGUWOC^IZFQOA>C]X2F?KXP@@ U?'F')VVU&8AM 1ZYT9(_=5]% :0[<=IA\G)172HMZ"SN(WCL M*\PA>ZY=]S) 14@SL #=.ZWE:AQ!6;4 Y4-4E14EDFA;9S0VAZP'8-Z$?IX3!2 / %T1 &4A"@(]";"O7 UO\'L'IA@S[]DCY%0:M?V?M_$K MFX%.IPC(2()V-4O
##]9WS/VU8R]C9Q%SLD#B;Z*)M/4/<+\OC .M@IY'*.B M!KHUK5U4)UUE@39<$0#TSQ6K-+?3 R.^"'1"R<=X;VGT1.!*>;;&A]CPO1T.P!$1^P =Y28 Y8*0S4SQXPOBH^U'0XZ M;0(O@7+D*+LC)M.ASN^Z@2E+9K? A*]V+ $!$)#H$4=WH*BX!P?BS!E UCV;
MZ#>U4!]L!F"*9?46:^R8#1<><-WRN27M8_8>HBZMU?<*==7,WO0BO@O/(#KL M%<2:O9HF)7VOHQW_' G]])'0[D9$0CT7$A$;'.8DK?=*'\,(XFP*O6:RH])VA%#=F5')MFE:3!^6:JAO)(^A#.M&=XWHBLO(+[!LDG! M]=[F_=]7;,&ZY580F"G%K)#;G>3U->*J
ML3^6:BU@CCT ()@O]+%=LD&R2B0'SNVB:/$ "-I2UT"2 $M&,1A#);)!\C.^ M@&P%HETC80FB,-/@PDA,E%4^;3,Y3I?LF$N' &\D(.<)0D]2)D]-\ S0"HM+ M^:&6M.F)&H.$7V0)"SI)N[,CPW#1;,9]="]]])3*A%ETL$](FYE030N MGTMIU4D2* !4
V(SR=9SA>@Y+G]H\1%RWE];!:9Q[FYO#A6NK-+@8U M!'[';)68,E:QQHPN9#"FO8Q43>[-;"X9$ WG_TOE]XUEF(HI(&]RB*L9?G8 M]_'"& 6PZEQ+8 UQF0BY$L+3_F(4;[TR6()//!"X,$ M:8=4%G?'R!FA#%[E M]K!8;)"!Q@^8=8938"4[G$H? (Z#]%$;&%4]+
0%RG4A[$-/!IY)4_>+'V!X MAQ7O"7?E9TT$A*0"N7$9C^L*KA C2&1WKEPUC^L3%L2D,(&YFEKF,T\XCD"6 M&+=M6-58P2]03T@6<^E2 RR$_SG+RQL@]B V,+C=,A?"HQH7C37:+U9]Q^QNU'P>W] MS<#MQ7)G-HTE<8T85#*92DE9'#L""^HQ
CCG,R)]1Z\:GE7XTE8L75M=WH=U M>ZZXU$](@890?RC 8X39W6;%7%KW%^ *!Q9'62@)\D7(B.D$7"('!P@-L.- MXH]T B.[]0/6K>DG%+"U6*NR,^X[@86/9:'VWHE/TE:%&0X/F\UZWDE5K*L4 KS5+*=AI*>0['J3$-A1CKGGW?#^K[#C;#]^5S%MS7BD52Z4+Z
M4<5&->Y0P"A/X67Z.0HLP +3D#2#>;8HTQZDF:/?"WRC:CS4V07T%<+'5SGO;V%&9*@WV3BB6CWK0[M1F]ZX>ZDPO#95L+=(U/A45LRQ'@IY,[:=8Y)%CG=.EVC'4%U'2X3845594[E(8^ M>S76&Z^0 LR?D .J<84DP]2+D6HI*_G(B(XT06:=>8(A?]@A'3"
[/S!NH@%P MR!$W=:&1B]RPRHI:=E5F:!S9;%_,T) N5*I#Z_V!&$9-.&Y$3"3[-!X/ !"? M4]P)L_4RM3+8-E? MCM$EI]6_Y#D1E5445G%4!D,;0GA=SGND5>(X/24X$67+2=LS+@Z(Z),_*#AX3 M2?OW0K XPDKXO5W5BY1V3>M6%Q8Z ?
Y39G,FE*,R,\/R]FIZ.HN'E,E2GIKH M.#:QY',080E:C# NHHH^NI9D^]R&\6H*6>(-B004I@].@XQ1BZC-T]>*N.< M!G)&??+A-.=I&XU:@Y]6%4!"::/D2B[9UY?\P?&5!N67O(Q'017[\>.&;7]4 MSY;?RX0]U<.FV_V/6EKKSV"5C+[^M89@YP]Z& M\%%.P3%[Q>T 0EI'F,
<8RVYLZAM?HU+QX3O6Y_-C]E&XD:"-B>PM1(K!2-)M MV]K0,[64I"M-/7SN9.H]MSSRVFRN]*NL+!]B(V%U4$$;>F<1QN^P9"(R*2I= MK,LMW+Z]L?F\D_%[W!Q?+F!&0G7OZ/FYNT58:3!R.S%]]BU?-K6^4,C4'9G/?@H%LY2UB6KPK%U#]]VO]I %>O#
[TV633BM]9]1_ MY#.%F_Q;0!AN?BD-4)-#:'YOX\&S;O/T/R]0O/>YD'S?=^NFNLOW'WVAWZ[MZG(=/F4]]S[1LP'R]/ZWK>;6ZCL?XL5^#3*,D 9I>W!Q,?BC>W&4>^UG[N5] M7\MKTI/8Q_>CEO)]ZYU?>N/>TIT/Q]5F:/!=]Z+7Z;7>L^[_?.B=O^O"L/UN
MZQ(6056CR#H4NAFL<].&I58"N#PG3O=HSQ0$'-^4^8>_^]GI]PWW&)6PAQOU M[>#B-9A_I_NQVQ_0 M!/I#YMR^^K2 :2NWRU]3]I"6#?X!VP/\$GA)]7^1<1 ML9:573YY:?#>B(/WXBZ%)RMR>]_F"HRQZ#/F;MES] W-81#I_C'I'GI&5S
MG0F$,_1S.9&,_EW[6_":GDZ<4SWXWF5G2G?4_2@;^;5P"62+O^K'D^[;IO? M7TTAQMG9\HOL;U16[M58#VZX]U$ZKV[VT_O-->5*[;6DM'6_2==;F\G[96^ MR.B;=).*;;=\]ZA>,L6WZT+=I>_U/?;.XP8G/C+SX;3[OV]Z[=Y0OV?D0?](M2?FL9>]267KA?
_**@=WO95=DMF=\B2^H-F) >>1.\?[-]RAK?)-%?N]6ZQ>C M0FOG2WJRC94]V6=\>4!\:6\2OCS#RT/ R\&/!2_M-3L,"&G3^I%R! M_B;Q_P-02P,$% @ F(MS68D.Z$]&@ HX, !, !V:79A:V]R7V5X M,3 M,C MB]9)$_X*<31H#S]MXZ/G_!=N/;?WCDZ[S?>B/WC?:?
VZ,4KB])78W9EE8]"G MRHA+=2-ZR53&#;[0$'V5ZM$&O BO7MWWO4,QE>E8QZ_$SL;QS_'0S Z/GE\M M#9:IC]DS&>DQ/);]\20[%)\U_M'I<>OC1]U!F]N[_]R]/ST>'6V!P7][H/5 M++(*^E$;H%=!GNDD%N]4:N#OT?/V\7>U"C]8=4&!BC.5TC+.V[W^0)R\;5TV
M6TUQG[] M*!#Y>VXR/5K8BSH.%0ZXLWV@XXWCWW6V>]SQ)Q5Q&N1*I"I2>][AWK9Z[6;[MY%*T_NNZ?078'XA.ZZ3?OGS=$)W.64-(,5 ?I1&1GNI,A?!7#G6DLX4(DNE, MQHN&N)DD1@D9AJDR1F@C#O;V=D1_ENIX+-[)*%(+6(R$V!HYC"%>[!XT1!.N
M2U@7C_[+P=[!"['Y'3-6G29HF-RIUQ/QS2C>W!-!Y-H%I0@F3-V$I MTZ%*>8G[NPVQM[.W+S:SB1*5X5]CD0HR6#5,G:F50<,$T#Y1]1HNQ"Q-IA]6 ME"5B)A?X!T=+TE"E(AF)]W:G.Q#=\[ZXZ'::@*]^0U531?)&INI>V)ISF#4
M!GZ&98_R2$R3&/8:4(3S7L>$@GX&Z#9X\60*-!S \O"NR:=X;7"C(MB2MS]* M4'Z=X_Y[.CA'7V_UMT4R >%(C-O^YN]= -.WL M[&SO[(CK?G.K9NN[(#AU+"-Q!209Z!E\.IDF>9RMXFP6Y:8,W[T!NAV:DS#4 M**QOAZ=!$V7)6-$NW>AL0K"M70^CMC+;(,GNM'"@"2*
(<:I@OU(1R)F&-_6? ML&Y)[P!YA',9!PI!PN>3&R0]X!?']01N]]92QW@GR3.3P27\G!-5$=N>Z]1D M2 QPB5'94P:)!&@%]!@B^HH8T"3I M_G+!)+U;6A==75U"%U%E48)#V-;.@;4 M5(4 2Y)/X+.RA%5FD"PQX-41H@S$QER'*%5Q4=7)W^31@D442Z@7=1+]8Z9B M5-
_U$LH"^PGR^3QPMT'<#'\'M."#] H10S#9/BH_,511]R!FX, TFQ3T 1#M2W.2CP(\T^-B)-,A&]D8X4QOQ M',)P3210-DDO"?L]59+X$(8V*D,4$T\@-C(P?](^%1!?Y.D8^#0IH(= M3V:\IVQ2??Y:Z@%;D:]LSAD<9*%4Q>I&1F"9*B>.X?,T"?4(Q$/&7R4]+QP.
M/H,H*=]*69>YF\#;]8S'_)TF,?D0;/6,_#46%# K6F0 Q S6@I=(OH5)D-MA MT*0LB^Y4C52:LB*V@]-J$2:(3??^TI]W'[4SLV>=&5!45W)!M#9 T8C*:ENT MG9Q&J6RMEK)21"3F)0-7!D&:L^PK#!XT8[-)M%AG-FR#(:A$O6'%!B0.[54& MSQ$6]@-\"M(S9
!G*%/\Q&0D/H#1T"4 TDA]L$7? 8W1V@<8;!%;.X"/#L_;?&4 M!:U8P@0^".L&#D!.@IV*X@ZM1"*C/)V!%VV0A<@F +FIE7&R,"/6+'LP'/:@ M&0!"WN/'O:XB]%HS7$38'?M\TC\092SLR!U-M!-K413SRF67UBHAI%.H7C&R4K#D]@;9]Z R$QAQ5+*]>1^7#>LP02)_MT-
AF>< V-5HR,&9_1[QV-S'[SQ M+4>&$H3&+-&D&=CGF,]/>@]F^ZI30 C-C>'6Q@D(2EEQ9\3-!XZQ%U!TZ3I M0;!@'.%&$R7+M/0PPDSZ!4A?1X*'Y(_-P^$65S'S-XLM\T]Z(64Q;C4 X='J M"SE,YFKK<1/\P:KB1R1?IXZ.F/E8ZK0ZDP* [0NF:9L M"'!4WPVV:0Q9@D'XR-
Y"'%EU'@9P7K$V"92E <@2;;4RBD,N0.1R!;\G^5*]^Q_/GHESK:+P%>C2L3]$-_[(<4TP*'HDK8S MKW!D&R,[Q/1&CK?%LV>4/Q7BJ-E^YX#B]9YER>R5>#GS];MGH/FR9&]O#6DC M_+53H*,/8@_689)(AQO'RVN,DW0*F+S74G&>E4SBQC&N4I27[19* :+&:SK
M))5#'1R*2_!X&2F7"2YUM_S2<_<6WL$=/D",'CT'1-3@9 C]^<.SH<*TQ"N@ M3L3S'?!4QD-I6>4]K,Q8AH^621OT2'7?RT+WD15G2F9<8<1[&ZK6=@8+L!IM M7C('EQQ(LK6]G5T69*^^#/,-3DX[+7':[35;O5\W=C;$6:O3Z5^=G+4O7_OO M5R?-IOM^[[EO=)A-\-
&=GSS7H57PGW:L'40O<^I=2#2&S3O#QN(9%#+ M,G+D *S@ 28B]*T$]'EK VLWFE\1E$B-LF6]Q6=]80.;](N =P=.0CXB3\.Z M.D#2WE"R;@]%3$**!RT]7FDI>\464LD&8BNG46_%^+@^!>0=6P8)? EMW,G] MYT-XC5 CX/\]IL'GQ!-/O/;$:Y_%:\-ORFO((%-TQ-
&.1:5/43;,7E&PPIKI M==DF!."K\I)]FH]!3\4G@L'-O<*Y&"8=45@(XROE:E M%!CCT!/QC)!C4&5CC/!8$Q(N]X^!#2;]\P#+P_"?V+0Q&THT9U3;$21SA&C?Y,$V-HP5V/4,X1Q M(I===BMLN#B06Q\9I?@>UYK$^!*!!4[T5N%9IB[^)L<2XTU5"6-5.*:2P%GM
MYT/P0K5,*4?#0E?K,)8?;8+ \'B94+D89(S2ZX36\G*' M?%R]?P8)1]4U84Z5IUR^HWQM-,^%]\)LEV>G'"V8%S!1!AP0%5!]$B0,\ EL303X@)61;H^-G6Z*=F MHF>4:M!3#4X0YR0W-6"+!%^=#(:Z0#-4*=[RP*5=0+558'-2VF32G** MA/&"]L,8E:T(95S4?,M1%?
QG]]8YQ#RPR[1Z.QC;&<:R*-X]<(CO%^I09\Z$ MMGDTMQ,P&TPV!64"+X]5C&2!@ M,K<"H=P:Z1I&4[+D!6R.0?\VQA2'F/H MJ,&PEA-*]%S8]*!:E(-63ZGE2/0^L>D;+ MJN>LBYM\^>O&[F?LZ%_SGC$=:K5.15Z6"[U)#X4LT*O/>_WCGF8A0,7=09*S
M%,)2<44F_N]@F9I0!Q6=M0G\/46O.?\[!49E:0L;_Z*G'-Q;+A657.?]]9& M7T"M/4H=0I)9._!O-.6]GX$[@#N0UDN073O'1:50E5EO41:L"80[+EB M)PF;8ZPS! Z0ZRV0\:HO-R/GD8>DFUR-Z,@3V'<@(H%L>S'F!RG)M;#$D!VR#]]]K-: \K$C2V]Z.H5DF!88)\
M.N183<[%EIZ_L)4%34<0*)O25'MW5$VKRI;+]29ID;G__"*&D !!,$AM:6!C MS8"EB ,UL9+8KO8'/'"Z$Z<_+=/OGE.9&W&L;RM&<*!L%@;4I]=UW[*1?# M<0]$E74]?4Y]X$_]W!#__K=MVEC]WB4$:2 U)% >,0QOU4 2/"DN!+2^4>#2HI MGX$.'CRT5OT?:
(&G"LE+%5?45KAO]HTD#;K@BF;EL7KB)% MO0 V5,4V0+6HN^RV$7E9Z]D.E.]*ZA;+NP:(KG3R)3A;-Q(=.D=X!)+[M4L?9R^NGK:5B;?P?%ISSL18<G4H$+2T7N#5PP M)B YWT7I*GM. FDNZM@RN*?2>)L3)8'KDDP!Z;XR'GQY;L!+55ER5!9MN\H" M-
%E)9MH2A"HUN2BTE1S+57:_C=X[YEDNO-7;OGD]"MM"2XY*<; MH]#,S:/V\4<,]F^M(U(4IE,0]&F#&PH5_HVH28G[CC#NFFLSH26M9[!ZHG M8E@+G]S"<7O-M4Q,[N6&C+4CLX"'9^Q$"<$6>1S(UR_>I +=:\LEE09T5BQ"^59+.,**K)A1&6Y>GX
MKD+'VH.+"O5E&Z:7RB!=%:0[V]20=$7!,L89F'M]8Z2'Z1,GIEB)[WKNK: M MATF]@($+,-=);FS;>5T_FO*]=T7Y3%::Y!/0K/9'5150>7R8F65D70.@HG*; M(4P2(P2NRYB*9[#9#(_>&51*@#YY(HWK\ZS8ZU2< MXC?*U:R7.KBM!L](1V9$^:Z-;DA%[N!F_TEI21#
<>)8%?H1GDX_^0ELPY'"O@L3^%,: MO%ENS8L]!?NFS5H82CO+A\'"!S918VW+BCR6]]8\/ H=T2_*E4<%XR6,-H$^= MXX&.]&L==<;2H^[+_<]"]+W!G T?)*3F%//LN//O#L5O9$E5FW39#:1 #2;$ MX3NFP>DON#SHM(YSB86L"8=+0)XF8.I43.L;A?3-9VY@?
Z/QUFZ"G^D("6*2 MLLSHG)G%.]ML)6<#3&?H?D]'?/ RX(O'FO&8]F4&M*V1&UR$ M1')5G&7I)0B\?V*X1Y61MPI!*;Y#UK.P:/%VAWDE](3(OT.^HO1NT0,,]DNH(LG1$ R#6ESZ+FCG ME[A,(GON-0=WE+VGPG>IB40L>WZ/6R#N[A02T>5CBB9-) I\I
V98+PQ=3$G#%:C5(OL&4515,2]3,.5:)D](]]QGF5O^9'3]FY!VWP@[3D8 MI$BZ7"Q9[].<3>0,A.+%9?MC6%Y 8H;VKYZR$0@(M+!V(0]'][G?B,LSN]]K"^R(#U3_A53$_2,Q5M>L19X^]?B7"V=[%(DSIRV=&:ZK]^9$Q:]V=+/K.'.E,*X&]-D='\.@(9D)Y!+
MG.8V5F_K\;WE0M@'K)R*Y7PBTAQN,0PX@]TG MUMUOT+7KRV:KUV^_OFPU1;O7:[WKGIV<=MZ+D]>]5]L/CYP,Z+E^M].BP]5; M_SKK7/?;[UH"YKYNB7,8O']]=N$!Z%^<=#]BTT90 *ZS[G6/0#SKOKU]#1#> M-]>]=K_9/ANTNY?
XT,5)#R[@DY>#]P!6ZU\G_4=.FJ6#T\XD'_]!='#![K I MU'I0OHUQ]W$]9Q/0WOS@4MP_I6IME5]_%HEDCITV9 /$UL/ I]"@!$("8RHW MK(/H9"O09HO&UK]6G@N'6;S]&E4(9_QH#IZ_&&-8B4?.%LH?7N#+\]*B-6 MSX&MR>9SRO[.Y\;[PZ'K3YQ>G05G/7'!_=S?
(4UO'-\EZ[#_M\TZ]#]E';ZJW"R? MB5=SKG95>KJR#X]# M"+23!H]>.Y5.7SK/N2BH-4*_TNI_P"Y*R=)AMPO0]7AT+L E]=[3ID*M_.2H M=KI8*]8OG097?4]71#.6@U"12:BF9*O2.?=)$N(=D*&*(7,-:9#[.#Q($HP M1XQ]()].]?*%@G
Y6A]PU_,DHCIQ<&94T7/$XC\^SRD*9,^C=YZ6/:.[B&12 ME!&-7BH1(!MF"!]1U17U_J0R5P\C+$+"Y4*L\I$%*X>)6.O[,WY/@!CZZ P MS$;^O*WE<(4=Y4(878IOU1#SZL*W?^7]%C*[:S(N ? $2D'X%>8]I8IZG^/ MZ7_P['8Z(A&KGE 1V(/-,'32/O[?)_0_T_]?
(:*IHHFZ[\NQ+T*Z-C;N3K\U M@D9<).,/Z_;@"Q=RO/C;FE0OGDRJO\1V%66^Q'8UZU_9/VL:;!S_=M'JM,UZ<8Z_XH.WO&G5G&2,[,'VY;#EC8, MX,^M$-+\^$-2]^,;7\C:XL:-Y>Z,Y>X-1WKKVB[N(YE+C1PKW1]WM@=@OT)-
M]\;](VZ9]0VI>QOKWSPZ/3[M]GK=WU]]5_PC@3!&4<3_?0%;>E-\KS#>\F.$ MWS5^;_V=Q.\:^L= '?PXO5)K^G&'TAT$_;QZ>*5>-/MO<9->NM=]],E8F-__MA@7>@TTE12?)P5N6L?S4KT*BU_06GAECB6]_\B7:[M_]U:>W#7V8-U_6]VU!<'/WUSGEG]-
%F0=WWXC405?+$M3O%@DWBLU/>W(#K' MY\XK\EST51M:G^RBBEW4P9]Q?K**'@3&-3\W_%WC]2X_A?Q=+^!)Q?V_47'__M+;%]? 'R5$;?WU+NI]Q:[ZX:XLRE: MGW:;[X_QP\7@;>?X_P!02P,$% @ F(MS67)D?+;](3;(!, !V M:79A:V]R7V5X,3
M,S@N:'1M[3UI4]Q(EM\G8OY#KG>F R+$86.[9X AHH"R MS00&!G#W=FQL3&1)652V55*UCL+5OW[?D9G*E 0&C]W8N'H/4U52'B_??>7N MF\NWQWM__I,08O?-<'#(?^^GRZ/+X^'>[@;_RT]L-(_L[I\>_B(N+G\Y'O[C MR3C/JFWQ='-6B4L]5:4X4=?B/)_*+.
(O(G&A"CU^T@Q_=M]W=\14%E7\.'L_/3MT<7%Z?DOXN3T M7/K+6)O+0DM\NYS*-%V+Y:Q\LO=V>'YT>#0X$<-_O3LZ P!>BN/AX.+HY'4D MCH\/=C=PF+T[#A:9QX44E^]#+$6]H[I2"?PK1SK5U4+$^70FLT4DKB=Y]81,
MDD*5I="E>/'LV::XF!4ZNQ(_P9A]@2MXMAF)0_@D 5(\YH\OGKUX+E9^2)/? MZGR'D7@_+XK\6A46=W\HZ,=5 6A=36#P1,)HAP"GE^+R?/#3\%@< '"'YQ<(U@@@=*A2>2T+=1N08+ME'<< (3AAF$Z6)6#% M%' IV].#&8XN3@[/;^,[.AG*LO*13]7F98WS]
]!3B#UX52V37LYBR5OTM MT!I>%B\VX23>Y("...>+N_X@??]Q_K)U#L<*$+1S"K">BN RS@MUE>,!VQEA M6_;['$B\R L1%!0=;XI>#*9!?#+O$7\MZBM_!7DXS)=[] M-$6^^ HQX4V=P<(2<3D!$,@L$?A_)_G&T\W-4KR[$(!'"A@!S52A8;2& MQC2\]7^'94AZ!\"4P-G"\
5 !9[/KQ&X@"B6(&B9A9I*G>$O>5V5%7R%?]<$ M7:(.)\X#V=]Q*!D\ "$;4!\1:P3T" %7HT.&[\OGO857ZEZ"RO=36!(X&U MPYCF! $2(7DQB2HQ<_8R13W%"RV>_R2:5!GH%5?YW6*YU?6:14BMQ0% L_B1C61#,8)* 2X,_H5]@&$C]M" MWC&;I8#IHU0A941$-Q--
$P(+L"#QIO@4X&R]?,%;@WUOO7S)?VM\+55RY@V. M+Q!_PT73"]; <49]71QX: YKFI8BRRN1]+'.X!MM&#]A)*]P(@&5B'PEX,54 M24)U9)V]P@,@)$0(5: O%)4,X#@H\:FSNH@GN(@! %01?TV("&1I.4<+:Q&@ M<+XC55T#MS2*G)T%XE_2A3W^RC(LBM
F)!1O]YE >(S[THL')5D")'03!: M7OBG GSNB]KNPML# D"!-?'2TT740(]97L_.F;OQ_A"^A'O:9[H,>!3Q1\ELA!\'?X&W/-_*IBC\(\>Z %U"P#"%?]"TY7U"-2=BO11 MQBR8'V4$+_=!@5\1D21Y7)O94(1ZG""88*R*@IFCP;106N5_-(=VI!;@UA^% MAOC,:
(BP6V"&9W)!)WR)9,6:\-'>NCBR[!#IVP@6G_DB=&M/%LLX+D#7Q_K M9!+*V6]2+HA5>X?0I9UU$*)*]$M!,4OKDD[=\6B>+6G8$2A:Q,4\,>?-!Z0. M4C_%O83ZWA8K?,][].BMK.H"U:(^?0]55<7,%6"G =L81@06Q$=:5X7/P.)P M;L15G>PT6Q@I!*-
E["KQEFND7YWA*YX05!*Q7"Z\KW1X*I8\9WRH)>!'_JP4 M\%V'4R#V9ZCR,1N &>.\-_2'RQ' (HK1#2COB:ZY*\L[VN?14O(F==@YIK' M-Z^YI9.P826/-..VIBQ00^'Q../8.?\)_UA'?B")0 M],(QD^0&"&]?*@%(H)S>3I: ?>HW' '/ [1CP9TWS7X<8Q2&XUEL?(4%KGY
MUU4FP@:Y#$X#,25] \? CT&]0F:**@WA75W,P'@HD0[AM#V<._-.K55I>6Y% ME.YKKVRKTERP5D:%QW"TSX.C?U?228(F'2N5E!8##M58@D)G/YY9 H8#ZR) M,>AW,\2!3 SG>(0PHAD!Z2I.:].0I4[KPEFB]\0KD\ BW%9V9C8^:E*5DBVV)%KN(:0=27*F0E
MC.:HV5RC 6WU=R/*#5(Y_=;IW2M;8%:M6G26P*-F8%!6I'#B"U/Y04]!-^W] MO[1TI(F5T2]:F<04#=^U,L:M#]'8T 9I)L"]T#Z\UD01H.[V],RD])&M L2D M4\&#L_'+*[+;#/38E>88W9..)_KZ)%T(VO:FRU M%L!8-&_0/D3":UPUQFA+9:RL].L#M=5ZT)DG&
<^,"PL/R!ZD!1P(4YG>#+,. MYI@S3F6)/@-0%]*47S.*EY+BW)L)XPRO/WI?$E(3WXP'#S M \'"]]821%&L28T6"G&0?#D&=SSU): Y4F8-HN/?AB^WD<%;.INP%[.5@_W@H]D_/#X?G_WBR^40<#(^/+\X&!TVB$.[[]4($A@V3*U MR%+E,[=^0I$0ETPDL.>M)QB;/7R
)]:5]7+5Q&Y_I72-H,U]TF7>@.Z0ZTE^- M*@V8[X2]4:O)%9"0\V,1V$R>-YVE:2,EPQW!?RP7HWZYYYRBY,VT9!SG\"$Q M3A?#QW<$N@]#D,'G\X:>-HB@E@2I)-@O0;"CKX)@D M0;OA(6F5_V?WO];6Q"NMTF1;G('=O -O_5:C<@:#[XA3<@24VSBZB9GM8!B^
MQI_%VII9V.[AT4]V83S=&AS6MG@Y]^S\:Z.\]O*I^> ;#L/-2"]PH%:XE [;>[2' M\H.WT9/A'Y$]G!UQN9C!\@>%'.EX1YR 5._#/,GQ6)[Z+VW8M_71/T7O Q$ M-(M@NQMPA#VGB:3S?FVD,$:_#2(&,>0.)PSP. L1 O /OVXP,)C17RUMFE#K M2V09+673=RR;X]]&-
H'9#FH=^BHY-%*(:PI[5@N6)L;1Z13-FP+<(PPS@[H) M)G)'/]&?RA>#,.$,)11]]SC+4E5I$RX+"AB8#QC. .8,-C6P;F]:D];ED M+RP,5F>C"'/8.A-1N!(C03]GO;_<))<8)3T#6Z4$I:2FK%-.AU(N(9KGQEUC M:-7F,*3=,RDKN< 5F4W)V'L=7DT!63 KH)+O%46VI
.^B==SF")5EU1:^*>9X" M&PDHF%;GS.))/]];2%&.O4?*T]S22OU'OXL4.TA4]U&CLGH8(M5/#N MTZ?]T:]#/%%!FM*^S-X7]:R*% 2;EUB-7/FZ,Q]R.,]C8^:(7@A.DY6M8 M%0>L7BE8%Z;I4*(>;0UD) !/C-S73!3)Z$#_QFZPZ*5DI%(L9L>."V@),E6MYE
M54C@Y1&/5+'3R\5C']+!;A(_-U98T1$T>V M1P]SP^13D(#P\I7*$-^\L8TK&L&C8TW;MJ*25+65N5ZU?O$Z0W=XQ'OQ M@ZDH$>U<.C.U#WT'@AY_^V2ZL,Y^?#U1H\IF,BT\1_Q2?B[EYT/*S_%7(3\' M:(Q8:1F(1[]X@.1GPB(G?-[)3?LT<9-
>_P8,5#/[PW($10;4KZ"WEXF.?=E+ M MS(6WC/ND+:S+"/"Q";OP/#O9'!-O*]$=B=B5" 6\']V01U9Q9/<-]34-\N M_+]QD?L(PSL)OUX&?5=A>,/9D,C0=GO7FE)0UNI9WURI_JW6B?0SF>TP.TTN M8*@*MC 9M@P"]*9LL6)]L1+=9CH9X-3&Q%EF%E6U.C!MLU M\
[B0=6>B;B5+]Z5N^;)7V-9;(;5M:O;&@D'KYV. ,S(U_&),YWFE3A]=2'> MY"DRP[)=WMQ9],W%R&&)W!F,VE[\]LNKR8LFP(ZY-.AO!=R!]?6F6'.QVQU MVKC3FB*\L$YLR4F7G/0A.>GD]^"D2"0W9MLE*1((]U>7 M3/]\9L2K0OH+&-@%$#UQ,/'O?
YOROA;ONE6S)!8&?&;]@0GZ#THI_C$HK? S MB"E;^ZC"&D/U 0/69;IH."G))5=1E,=PA(5+Z^XK2VH2W]O503:R/<4"C581 M$B9*Y74EQF#H(=\U-0N$7P !,(:PG ATXQ1K?L.:L_[,"OQ,](2HADH#S81U)1BLK@@#D-USUAEH)]\>7@!/]F"@[!$TZL5 ML#(-%@(RE)-
#L;2/*EC0D(F#V4%\CG06V"O.+MAIE6I]4\A*)V:I5IO:46T[M,8 \KOS@9P,;E__*1@H>1!("*@KC=_BE4.X]2?P 5]ZH,]8FT]Z)A:3&602A55BQGG+6LW85D/*30^I31(:G"4 M@&(1U"N(Z!8N^M#CSP1N\KY2F#1U"
M!]I"PO^'94C<8H9=TB/R3&3F%^0WWO#6501#DH7?V47@BFG_RH?V$=HW^VO3 M^0U*:Y=V/Z*:1I[;K9Y2$Y&Y]=//,SXM+A\#[NL3EC+L) 'C9B8+*HR*;."]T7!&R@,-Q/8#*/.4*\T+Y'"L "<,2T7M6 M$?
\V25(A)MHPD.%3[0Q\CN;#)V]M@@U26G5=]D77,8!KE&P'A!;3#TK;_Z% M':*]9<3OE0^K-^$X701<=&\PG]3]I&E7&(,7M2ZG-#^F%(#/.W0;#]> MP1,9; R;)'%\37.F,E.+5^_G#WX37V#)LUB]X\H)1=%2Y"!2FT4L3&<3-_)3 M9>N,&^QN]7R(:+
RD')I])=PL;#QG.KL2U5^?3R%^MDR6_H;R)9^MLR6?E@+ MY&^!!0*'\]ZL 0>P1P:&.W;,YPLY)U_202KK4OF=:H"U&NV519U3X='E7DA2 M_\84=> T,S6/ZFV-+<*BRE0/#UI^)>;EL18*]2VLD]P^U&-.]#W?B MMI#+S&B0#-=+S%9:^=CEQS)69CH2\\4$CK#,-
VYE:.Q%]#K:O@]5 'TL)^=\]>2F M]1R]6K:C!I[_:::LF>Y$XHUEE\Y%M"S_7KJU'W7YM^O+:!O\RA&HWC4;Q!H, MZ'F. F-AFE0 5TLH[D]VR16_K-@M9-IC(&,AM]@,'JIXA9%R(JD M\::VS*9.&D/;R%VQOB;;W+$5#]RO%_!\0-OM]I__&Z\KQ>6L8#&Y<,Z;Y+D4
M30M)MUG]2Y?1ZHTYW$T287]/X]\CAZES-MB$>?2OQ+QO;@;]7'[&Y5::(EN3 M;=B9ICD]+_4]7"V?(CEZT#<"B[Z>&*]&D[D/+YB9NQ$#D^CH)Y;8$9K(\O$RK!BKDK/ZT6]*N%;FXNY^(MVGB(BV[CSD,'29;BX3L6#U]'LP&@(J0AKP?G_JB+VS8A";.^ M#
8LNZ.B/GX>BA@BT6Y!D5]Y9!QLI'4W]4_.'*3V>9*]D\BLV:8,2.IL@!Z6 MM&:6ZR+5GY/"ENO\F/HQ1";HYB&@*3U9!= MJ;!E,)L0KC%PX-0WO:G149RC1TK=+I5 M@7'T0CGM/+<,KE>S:\)]'*Y@S=*+O7L\ACD:A4VT;0COPKHS&I']Q7[]L)W4 M024R;&Z56Z\3\
[*7.)B((G6D[,DGIK@E1M4XA?'*#EEZR7$-L%O-\0WK73*H M)8/ZSKL$=!B4Z^#!A&C:=X0V/F@-R&HF9 USB;Z>ZP3-?:,2^&U$[W75D=&I M*'6&6^//W,TNL@;;G7(^. \"S6/T8Z<4:2:KF>TZ@03>'X_E__K9P8[3N*P) MZ?
H))+7Q@LP!I$FZ:%I@X9=F">QGG^BI34(P41/8![_7F_=GZ^5'7*;AK1N! M-T$USQCW')@W/!2GZ>G8[WNT/^K@ZR<-DX'N!N6T9..#L/G*L!%7@6CXNN7/ M3>6@N<0"^X-Q(]^\-6K$A?Y7U-&50B(IYX68,;I*M@E2\)]NL.]"9KTT)E5' M6S\-Y8@13*RT\#N$-
/U24]]TRIB;A]C\Y,H4"3Y@FF(Q$>TU^8_"6I%G>% M4SM3@]E60VYE%?!_+?A2RI9K3DHU7IYD="EO)H$GE=>K.US"RO]_Z=+0=389 MW%OX^&^S2!!'@ORA)">U@@A;&YMK9; JYCJGNQ'(E&GB1,?RNINTW]=>;I4% M^?YJU[1-GX7H/YV5I'VB:\YE27K,H
M3EWD^!*^U[;(D)&RVA49-:N5PV/HP[K7'$"C)AW9JF;(H"./*7-"DSD\U\XE MXON6>KV7CB:()X :93(-<[<_2DRAT'2$.3(],4F2*;"19E<4+3-(V6=34SZL MYS!HN?"X U+]0&0$],I%% 1>Q?R)0LR-N* TA(]"4!^Y+8[N$L])E660]$ MA_7V]"\:"D!8SDB@P4";
>$69B9>*XQIL^*!K<)+EQB(E@7=(4/2S.]S-E>M MK@$E76[#UX)X28H)6&)Q9<0F]0['EAL1.<_MUR5O$+\VR6*F7M3/VVU2E3F4 M[85[G9-MW6IK*->]I#7R2BWZ/'6]A99 3B7]7M!U0+2C(%'!-[PL''L#X)B: MB!%PF_;>N--N39YSR9\E-
XCG1,3N]M]&M3#GX^[XX]1Z;O9M C=&I(03)C:K MW\H;#K9G]G8"FX/KQ)=3O+,UITUV?;\1.GM MR(?7F,(S*%A,][5F-P),0)?VM]X&28"$KLBK:&2#=VD2GV4[H9Y<$P2(]*:; MT@ =ZY1&A0^NG;_IY1^QVX"PL>02"$_DF]U%UG. =$KEX4U[_I/&). MG8&TNZK
9GS:TF&6B#UW_-@,U?#T";V<@Z/M\VB)IX?+O]Q:YE]^_F76\O\ MRP?6(YX&>@2K"F7//3KM2R"M:L",UA-QX<4F5EAW14Z+*;'[%&1I?E>FQN!;RAAL\DD M5ECT"PKU@2-E9:A/6.E@2XNX=CQ"[[?MAI78+)3@
6_1%.)GT=/5FW!]3T7&DZ*V++6]NF:&B*HR^.CVY#!0+BHBC3V);U#.\R4]BP.7(+TVEID/ FV><8C_/TSGC MD%?6N+N!(^_==?QN6=$]!'V"L)HV7S.@D3 CD&"4=TR>LC,KBR ;_$*Z_XC>#_.C"_/2G5'O +/% M@3#N.1D1FGGGD3"O\/[2 SD+$L(1/]]P>8*G,V+12FR>-
!63!5"#G$U [^&' MPZ[V6+VOL2>8]2M_C"OM*4SI,9QP\^92+^8)S6)7M;*1K3Q_N#]"8:T6)$U1K7T;&_TIO)98KV<9"[=8;W$\C; 5D M.@'U=!@Z-768QFYLWY5]0^<@3YY%U($AR4U"1U BF^5SO_@F*"&YK5PH6)0' MF:@I6G95)^V2:3\]20+
(7/+MFI=XUX"UG#]&0+?3:HV4IDN"0(-&S0A=W6HZ MXXPP6]=B*K$9Y4=!N3=W_^.@F.UF:H0.;!F#.]:=*O@6HD>"]R_#RU]-6,WR M'Z^I59<(;!<+RLZ1Y)UD$!OC2V=Q7LRP[DK1G=6%&BMJ7Q"YXI^R%8[VKG>] M\1XI$6M[IH^&^X1]8E[5'(8?CC%!P&/\-V;#
(K9+BH^: NU6>FRK]Z5!\-!^ M#Y_7WE5\V!B#@E.)FI(FBW]O%Z-6O$Y;-'!5F%A6G.98QH[T7D^GY!@@_W<= MG#GVNK3])AA%]ND\S'2>O:K)Q7K]YE;BRWBOF=-B(&<_J@<.\W.EI)XW0^(M7W:OZ&WZK7G-;H(K8CHWGADM?6 8!\YWKDPM8(OAMYB8S6:
[*=W,;P>B/CY$ M5[SB5E=-LA9K3";Y\'>5M(+_H<8\H;1C+S?0="1&!NFY-(V=YZ[9,0W^<**A M^^Y0?LD8HT>=T@Y#A*)/P.E#3Q^3%MOCOK> MK#81YS_>4L@[>K=WQRTU(_WUUMW9.3I[^H2IGG_]7)\-?G\Q2KP=GA\=@U. MQ/!?[X[.W@[AN>/AX +
(AI7C1[!%:9SK-_8P?H]?HY]?09_SIQ_';L?G^Q M?2MD>G6^IU;GZRN(^%X@1]K;$G:?M'BZ(6P)O"4_^]]FJW.MW@_/!R>7IE]?C ME@?^\ ?^S\';X878'QP?#T]>#X?+X_ZZCGNIKRS1ZAO@(B V@'\<_@&V__*T M'_ZTSXZ.3R_%Y?G@I^&Q. "[?
GA^\7@L>GM1T=*H_U;P>RDDOV.C_AN%VAJB MSG=7[T#C"F$_<^SI8V'5%\NPZC<05GWQ'X15/Q+I])!2SP]_4^[VZ\N7Q[MO/?_4$L#!!0 ( )B++,8$ Y[" 3 =FEV86MO#$P M+3,Y+FAT;>R]:7/;2+8H^/U%0/^ YYZNL"-H[?)2=2(2NRA235)V^4U,
M3(!$4D09!-A8)*OFS\]9,H'$0DFV) N4,N[MLD@"F2_3__P? M'X\[S3;\:UD?Q]UQK_/IXR;_"S]MRM^\'@S:7ZW1^&NO\Z\7L\'/?]>VMY:Q M-787(K+ZXM(:!@O;;_7#6LD0G?V EZ$5T]_]+T/UL(.SUW_=VOKQ:??_$FT M_/!Q\[0P6"R^QZ]MSSV'QT+W?!Y_L'Y]_(\'GSK?
Y^[$C>'-C=WW'S=_KAA'7;[S7ZKVS^".9MC^M)]]ML?#X.?K.9HU#W]TU>#0ZLU MZ/7@B6&S]W'S[%-M#^^O)(K=V97\TO4=@:-LN;Z:\W4<+.&+]".=MO[%)(CC M8$$&@C8^[(ZO;'XV'9[0-K<'GSG!DC8\[\"WL16=$6S,XZ'6/!D/X#O?.&@_H MB5-X=-
!O]]S3X0#^QGV"SO_.>N>TF#MS]@U[!YTVM:@;'Q=/X\[AYTQ]9O MGO/?)/C0Q&W^+:2_K>9XW&P=PZ/';..EXL&$19%6'!U_#__<=^+$'SQ\"6,-. M:S!L-ZSFR0 >'0!L0^NTUVQU1@T$&6$='!YV6UV E9\=X:KP>T 9F*\Y_(I? MT"3T2^?/YFCC[L?
(T=18RP!ZFI:IX,OL*VX2\U>QSINCN..GWK:-@$1&E; M2"^PU_HG=P/D.)*,MRPBK.>-&' 7F_P19W=V1"F/FTB[B%2-O_HT"_9! MJ-/K,8!C!/!+MWLP.!M;1P.$!=YK#X"$I^= MPG_:G]V&94?68 *S!.'C UN731L/GB>RG'9[M V0:
(^MXT&L#CHQ2'!F!/A<*QS]UP_CJ\2&MRXZU.ZW.R0$(E=WMAK6SM;.[MSHBS0LQO[/^.]N'\5A M0B?IKC@[/"9[.@T2/X8E+,%X#'PXZF48P-^ +X@0XK^)NTS1PX7G[$4 @P1P M["'BEW^.WU4@&;U0A6<);$5(:'/FN[,@7 ">+18BG+HP>2MPQ$9I!=-0P-NX
M#,\5O@6F+FT5/F,!CH4"T)3P/:!Q4Z K5M4@N.#35 @GPL=# ?N@8>SEW)W. M+3L4UBP):9F.B*:A.P&6C$^[_CW@Y3TA7#H8_Q\C5P46*OQAK '5NSUHD>'X M?H/SM][8WCOR4-I61_;W<*.'W*-\NX-_=] M-PE"X#GI=P<>H(6U_^N)
L]U@#@]78]5]DK%%/"=OI"/FP!>!:038&+?7D\$ ML#Q8SI*6=POH ;HE\.PK3ZC%]AG_L?UF"V9L?DR$%UPV4%68 M@*8PFXEI[%X(5'!!!VB+]5A,1,A;KPP-!%$H"-D'VDE?;,.L"KI&)7BH<#C" M@X?1]IM<63T@!!HB46+#5DMUK!?8
MOM4.I]3+163B.@+T4=P,/@Q\?:5!#(?BV9>HCZU<:*.\4ECG$>".?VE?6:>> M_;>MUKB_!4L\#@#S_S]=X]NMO3>%;<]9X67T*V\'+5602]Z'-'-N3MN]D;KO@GW;):2&,AL/IWM_7). M_]]'+_,&?>G&@!SF2!S)=="2D%A,'"C:(@O++Z_9 M,&<1]
M'G#"9BH;I9*2B,,HUM0HTQ7]+BFUS-EQM@I>"X/$<]"1IV!$VK"TTR2;BZ2&,G4_]_.\=EDP/4YWC7L8$2](0DB+FPOL2> 8KG7F5Y"T%C<)7M;HF0V)6].K=!Y\?'(GLAK(6P?72!]T!2T^BU$4(#-8C3SA2\]4+7%6-(W\/
MF/L"1>."+>6&3!^7S!KT0X;8#^+B$*@2%Q;"ZNP*ORHM!QYDHR=G-K1!S9P":WN/1Z0X(KQ-.Q,& MGAIPBI()'=8^:OW^S'.GY/+5Q\[FWK!:]M*-_;?^1FVYM(,ZE*G+EY:5+LE6 M/E_]V6@.>C:,Y OXB@ZX8B^*%BAB5T/.P0.0-.P0")9X>6 MGZ 5"@-
,O<01K)XOO80B,2@0W*FP8(C(IH7RZF%S1]QL =(&M%PRF')%L@(M@$(]MV%U?32::/]('\M1A_B<8FHP2O1Q7RC?.]XS+63$3_F0$_)(HN,%6TK M1 ,^KTX6A<"/0_?\'!%6^UKMW*D,4H#LS0:^DR)U3TZ>VWMG=SY8 \;#WQ$] MB6 /Z;(=-P])+GS9;ZG-
LYL,870$$_C(O5/M\/ M8-,X\1P/9.N?"-#PIV<#4@8N:'O]R&#:55@X;]M9EDBX_CG#N+M,DU]_8%ZY MR30"[_"VVN$]9>7%I_N();\FK[2.3_]-/ECC]R4@4S.T)^[T@]4'$C!2]KXG7YS5-"0Z7=]HUC<8,ZA52=;@KC9['L M@/0OE?BNS]7"B=H!SC2PG9_5<:#2)56M%@1_I6
LLXG4=SW M"\F^P-JR$R\NHBVKG"E"19LA[^"N4I TM9CTGY+G MJ5%2-\G+YTMO'^QY*'QQ:7NP! !(^%CW '\O @>,BRGY1RA71?B.C#]@TT3[M"4PK):WHDQV&ML\AHD@Z4R:PY#A)E6LBLI" (.Q7RK23NO+7^& +>*\Y06_/ MHH=@V8')M=;
[<",G)K<9(U&UZO_2?46H@D-,8N'XA80X<>$Z]+90)#"C@Y>N M?(]]?_K;8*)FDS; 8@2F9"LT5;$P5^1FL4,7C;3%4P\VVGKI@0 M!_T&KRCYHP"0E +?8IS,GF%&(N5PP0](6][C HP"S?)+(&$W(FL>?D0F:<]B M<>LU@(5*<,_<[RC50C*IX3WZ\:_108.T)H$*V ? $
M&OUY9Z[TV$?,/+,01:CEUZTSP5:19QHL-^KE[9A:I0.BFKU)53/=YPB?82H. M+GVF"XV$I^3%1"<:? 21B_M-;H^ 1NKDTDLK7"3L 8,O&]8DB3.G%L7 &RFS MS=)8R9]F X'+#%$<%U@!)3$#$$!H[L23;*>2V^0I7M&6Y&7Y< TE]1:#G-(Y M# I?&LAQW @48U?%?'
L+;4:0:!PG+9:6A3FN]([$4UN2N9FI[,F*UP?_;PR M&I3](9R]FU)WA!!.1>BK06Z_Z19P(5B(D^5N>-'F^TZ"X%LD^>,T")VHH:0(M;I/R1X;]#"@A'>DK%+,$MH9.GS%#W]AL3Y1@DCQ59>LBHPZ<9,IL4_%9@!;. M,!+\\\S%7W,
<%!]>>O94*7O*X9ECQ*Q83]=P[I+K4HX0+&(65!__.G.$,OT# M32%1]1#G5E ^[&E7RM*R6+(A926)[0Q]\+K-=2*K_'.[AI'K''$W],C=N9"9,84N4=1Y@>U866^$D'.8';@KK"PBU0@DM2#[48*C M4FE@9C_"C$DR+5W6.WQG$X4ZP&+9N=4]
(;%5E;MJ;*;V4(I9^U*DZ6:H$@; M5X^FU@ULF!^S:X6PV)KF ^$*UO']_MR=6*B="6' MV]]H&(1T!FP%;42@@"M.:O6M6<)F+XZI>0#)_+.C>8%-V0LR1G$ 2MN[,2$> MC9W)*YDK0UF55\I0O Q1,?>QQE%0"@R5.[H^L/MHKF1Z'ID0^_(H!_-*='S: MV)0LE\#
(7)4*K*-3T9A)__4$[&_X.IB]!C,2#$,V6G.N0,T)RBFQ$4\D\W(D MFB!]B9_,]&S:6OYG(P73"3)U@=HZ-:R#YO"H MV>TW](52PVH-^I\[7^&DX-?186?(=B%5Y+'3,N-!EQ2.B-G?A>Z_!FT#@I2P MDTWUF9#IB]*9)]%B9V]Z \C=U
Z^7@2^N*K0FCBL)/R"@8A6U+KGG,2D2Z.0+R,H@RQCY9@B(*@2["F%L."8;4*U+7B 4^6:[X_?3V#_P1!+68&"?.UX]D-6 M&PVLX^;GCNIEAX6"E4>?*R2R51+,O9P^^7\O4(3'P3G'!IB /$[-35-X]3B# M_-\-(@T@$UOS-"^!*F*D[*F072@

```
VC4'2*;F6YN#*7"V%101^GH]$,W_>#\0+*F"\F'P8,0 M]A3.L..=$0$[(Y#^(<+5UV]T=D"<<8?HKC(:X14 MB_||LQ!B4OZ<>ZUX,66&Z@Z*%TVS2>*H=S0>)8HO^I&8,=]U).G[AY)VH:-O M#QW-
'*^=SMS$7TN6_@U'9#&2."E%TF>^AMKP53,LO]&H"E#V1DE+5SDB52" M6*)V 2=L05H%K_'#X$U=(*=:Y1@(]K"8U][R,92N6>6.T;RXM#]Y6?*;+F5S M3L]P3]&CMQ.GU8\-M7+ WY]16_7/"[H9HNOWK0]0L<;IRZ4U]DZUQ'%#E@IV
M[2PRU7T:WE5XV++.XI;\L[X?R@F#I:=96W\EK-/7K=&6]44;8G?/=F&Z1ICN MV2Y,=P[(=NL<*G]WO895760NO,\!T)#;4"L_MZ^LB&9QN^I*V"%ZT!^X[-(O MX$&7]&&R0';O@56V6L_%4BB[+Q%2[6>=E M]4H"][LF$2NZ]%:M\|SS=5BK]BTEV*ZB";2'882.W@
5;YG$V+KC]P_W^'G% M0<+@0Z-ZR($N,M*E,#B17ANNZKE *Y6Z:HDI5.(7*0EO]._8HZ56KG0]YDPU=+K*&B1Z3].]'[ZBBI1]5B0&'GS MM*D-83].SZ_7:4(&Y/[.P_M=/+ROP<1)B]HVX: ;5U\B*P!9XF:SHC])94|| M(!U !<8I:-_*_O5F7I=8H#@6>XFPKH]87F
2H+!!),$R*<#66!=)3O'@[A1M M*TX<>S=6Y0(,&399FA: R:+!U[5_G.^S%87."3Q%BZCTK+0LYR%9BP^3R&V< MC:#D<.RB]LRQZ,9.SO3-NHGW57K#6:4OMIXME=*WZ_."/I%$BQ2-C!8O#?B4\2R>]*$GK8M8Z:BE.3HRA!V! M?I?TW 'O<[ZV=?
W::3E@3;-.WBR(BDI(S2%MV-_H,VHQ%H"ITY"0I0.36ZWY MDOTP.$+>%'80H LOS>#N>1%1-2^7A%)U(77,UVF$^7:MR)7%[FCW-0(FD]6\ M+DK5I9-E0KHV6B[^ X8,%YKR$5W*T*,;I.XX(:D@]]MS.)&BG0N&4,J5S5VDWY*] M[ WO./,1*0)'9[]INSUY)IK=
[]S>Z5E5X;KON_[ESW]X!DMXT=+1UVY):A MZ4!=:+'7)709-;)&GQA)WB05I$]'982.2&QD8I..)8#])3K'XF".L)A/9XXQ MNOK*(%.@4I2HE;C5YD']B$!\2]D@Q$M0FPVR)D-;[/,+[HQO9K /I>=@:@)>K;\!"KF6^<\)_%R<\I1%)F%/"-5=A(Y@3 MNGYRKF*BW6AM6&?
#O^(E'7HP8+>T-P6"EE*0.=54@(W);M6&-5*XIZ/! 2P3SA+EODVD9YF H,3_*;D47;LPQR2/ M7<0^N=&P9O@?GOQ^;'VRQ1W4)QOT)@ 1:_(RX+Q$H ;&]<]1]NR+]I_TFUNE M@">/']X^!=A$,]SCB22Y='G; IA[>B\4$3A"*"M,DSI@P<#<;>K2!K8?&E\] MVD!P<"L:A-
QXFB64S__V\PK!YZ!%'.0,..E0B[!(?0W1:H1 N_(!7&U9H]8Z M4V VA(1T4Q#U>9'6)68>4'[5QK)47;FK#9/7(KS T,[.T#DC$SO-0&NGQ=US MLG[EQS9(O1/[0#9Y)^2^T=*L&[71!X+WNQ!WIB&,%(O7G3.LI-8> M? ].%PC82?M2*@+"]T6*Z7I=>3GRB%8B0MBH\V!
YNN_/GO&"#?=GWB>UO#P3[8^ M3,_[4+F7SC?T.EE'6)TOPLK\GKH]-?37+)?NCX#'#6-JMU M4\Q<'&8NMVF%Q1Y+6.P&G"*:4XDT9=.+2H6G]GFD;5Q4E^KFV30/D.RVB2D-GAI&.F]9*B0(3)STT<[,?./]6'Z= MWP]-Z7I%[I\+HT^S?NVRRCD'*Z2V&.EB#
IFN54WATVUW'#4[.!VZR?,%2Q@ M)IRQNDDR:H\#O%%*0K\2Y>;U]Z+=!<36-TC4"F6NU'K"^KR<3#@G> |YV?WB M;C;9&WO18HL[5B"=8MU4"2KBMUPW<0V6Z:R=X4R8(TV83R]YY":%7'1IMYK< MYM(.&_92%V198U-4)4T5HT3:_]'2^8"]M*ALBG;9&;BA
MNYP8Y]66:1W;QL+C6RC4X1Z19B(1.@&X>.Y4YN MBOXB ITV>8_-QX4RS&$:/].QY_7V"-N],KIX=&8D\A.AMD2Q0#52#C%VD@LE%GKFG1TRA# MT*1C;8$[+2O\P6U>1'E>5 ER1EYZF==IK(NLZ(&F5_0J6&)-OG&TBLZTN-2H M4N65?&#*U5$N\MZ8B%B'][-_H)
(0@?Y!BMDB\E"8^B[7\ZZ;?3O=O@?K=9YD ME>X#/0"CI\C4%8SCP1O@FQ:%X2*[-]!_/(!%C*XC?'PW*Q0U [.?^5T#]T0G MP!"[Y"]8\].Y#'')*=:ZA3B<-[@ [.!N9F:%X/NF2CD*2;;])Q[7MS%;W!>UN;O(($&F8,]4G?T(WQV1S
M=1S2\4N;>6O\90U6;UWK'>7BM!1V/;TPCR)?%PGIR)Y@E]K#WM6^'':K&+.T M$#9B$7RD_Y9)H>N^86@ /9KEN3N-SM'ZE:*[T65.]>0R;/;-83VX46I9"_3-_MB="DO\AQPA(#RRN.$1$K1\"_)FHM#9G6L:QTW]HGC=9@,_QACI!^D"GYV\NK MG_#A'^@#B!-
VTQ8T_|=&,6HSY &UIHW5KO "]VS:>E2NK,>K*/U!@R[S8L7O MP[7XXXN-'QW7?GHW<>T#BU88.R6AEQOK"NR"WM\KZ$T83+>5ISMAL)>?MQ'F6?BGI=+:Z\$&U' ME0N0YG$"#+M$N&->G$69,%\G,4Y[>:2)+1RC4I;.9E>+LM&8V4VF(G,I5$IE
M+OW8BR=;&V.(GDB58UB+H' L&&NKX5782"5KPPPE\]3%%,LCV&T70]'<][!G MU]$4;=:7M0]8N#U^?+=]93Z^;//K9FZA5_];'P < MZ%(|(R5YW)R (O4XIW$LI &;?X>ELA:XXL-[NWW2#R*;]*6IK1K/\@G11NAL_8=5;H(AIZ M3"N5I*<>=-.*$4[#AY W!A4U1I_-
:^TP3$]+$>B*:U%'&4H^CH0?(L$@?R(U M#V.&YR!1>&.!Z8*FSG%)C$7!8&RV!K-FL=.XV:WK@[5H(>)$M)-/Y$B7[-"< MS&L!:O;D57)ER>MWU4> 8 R='QF1D&=IB>!!C;@AV MQ17_6-7M4]?G1#VF%G>SH@450PF9GGS_/8R"][>T8'ZZ>74-RTW+G._TAA<5
MK!;,W0*Z=_'BI6C4U/8]3V'5T!'N.L7)"XC7F\ ||ER-M^QH)-]7FX(\H?/@)2K4&1]Q*(@H\)Y44B.:UBUNF5NMQ?':[31] M 4B1KME!>$FLQ=)^;D,.LTUBA\F53AWY[1^V>;.(<;< QA"%;5%M]+G00*RM M74-M+\F42#9R?D]:T[Z%\+HV0X-O%(ZO[T
V'NQZ#'TW2>@P/5A@L'47HL[S M0C J,C/1-]8$HY:#T7"667(+FR](NOT, \Q1$SI5>*ZT@ZF<3L6Z(#S6K/? M,]-T0SSG[[MX3B.>|_==/.<>D.P6XF2>W0U.YCUHZ@KX/1FO.Q#,=P7!P/*? M. @&I_AQ0S>[]8]"AT'0SEM\RO)+DKT;7!?AYNX\5*G!XC_90.SS9HFQ*=87
M]1ZQP1..A'1]-ATE9T),@> UX1YRS6Z8OOGF] P2!S.7];=I49O4>;<^(^BZ M.E[9A<K"OS?5=R>ZOW3*NRF&^9;L8'4;6OA%U$_04R^*':O@N7W@#7=[O4&!7:ZW6T[9)U#=0T6]M7]E=UB%2F]5MT]'$Q, MCQ.YH<@:I?G&B_@B>#EZI;,:L6Y?B%^<@[T("B!_-
N=[96*F)]]]";A3%;<' MIBM7;E-29NOT-#VU#&'VAI"41$(8 ]8H9](NU"9ZB PC53\ MY3[(G">.L>KN]ME.!7*3B2G3X$GT!.*]TF9L<'FE_EW0F.ZS!'P"/4EL/AH$ M,.PHA0W61+A9O4*OEB1*7:KT@GY9$!SPR=._[#.4V1_GMZ06;9GJOVV2=VXE M[P?
V2R%!7=M]](H*Q'1NFV7U33A*H"1T4:Q9H]U^DD:7##[5R;9+M'S5NK+,_MUV51 @4E"NLNL;M)2>ASYN29;K/ [V=:Q:AWID4W?^CD3<)NOR@BDSNYXX[S MRD],KAJ&EHW["ZA!I(V)>&[";-D?"Q$3]:)6\(GB-87'^N;/_Z MQ;
^X9LOQL5^HUDBO%]MUEW>S!A%_MF@R\T83?$F5*?I/^%]',,=&"Q MLQ#4' LPQ]0+P 48,\!BGF?Q7KEOD\[QPY)O0+6QH=4FX+ M"\5C*.TZZ/2D^563]%88"IX[_E,"L,5.8:\>2=]UFGE$,"0+' D]V(@&L9F# MTT"Z$\B(P\CH*,4] U@T(P&.GG K"!!YL,G\4?S7S=B"
(S*1GC\WZ7G#I*CI M]LHDK;;)50]?86.,]]HK:GKO #9* M[.W,Y(52[H#AH*4A+1?NIR]YR,#RNIV*;2B!77R6S;:>-3W=+D:-?5W(?4 MKSQ5F7I>'173>FIH7:<_]Q?5V]R?WKC8E]:G\)]R6SM6]UV:XP&K.V:SS)8Q M,';:DDQ.,"&-?6F; X']M*HSP_6:YX,]Z,2(TD+G>ZF-
3:%RV\V]$Q71781__M1P%WTH^,J]MH)G8$QKK+ASO MOY*'H>M)(R"G"E*$G]EDP>:R-,2GF8O&K\ON8%"Q4R$A#BV5OU91A?D[K'T& M\P(1@I4&W?(4N\H4 (EXGN,U0LT]R?%]:KW*7ZZYA^]4]EKDK]4*A]]H*'?] MDB&S]]P4.8H,]-
+%)IH]SA]WWC';\L'ET7'-.U'TNSH@RM3S(@8M!P$BES4*]"MXX:CRA!O]O8.X/# M9]PR.1W+LN7[!!)3&&3F:GI84TA1>(DR3G!%ND#\]'I^"*'^ M[#-N3D3HV12=1UQ3BS_' MDSQ@ /H+8%,&=[I#YS@;?(>E[("I2=]R"N-VU*5IHCEXSP3KD>A0->/R19R7
MM-.JC9FU@%D-J[76CL%P:* R%ZBE0I:,WM7@9[\.K="*OL4!4?8;Z6O9(.[ M^->=N[CA+OYUYRZ^!R2[A6Q0\|$/YRI#U%-7$3X;?-)M?46+A\LH+[X0)*#4 MFM"9\L;(L:X<3F*71%Y?'$H^EDG@Y?+:P:BS'K)ROF]@=F9(] MC?<[Y2^:L"I B$E(B%9P>4M9"+>CM:-
@1GB]BS2+*?>6I)X4#(''1$ MWH6@ZH!]Z>]AC/_4_LU&28)6?0\N$ R^XIHN9]8<@07*W]HT MO3$?N)<\[,=.@^S!:]KLV=,B"IO3=Z^("]EPHCXC)@LM9PL[L9F5ION%SL7L M/'5&+]/!"BR;RX5-DBPPS0>T:]>=SYS65E9WDM>V\?Y.D*8\;78.<|>,6/B:
M[QIP)9'K$MQV]=^WG?"V9C4W-A&)= $K$?.Q<).,Q='(;D_XE=W'4F_+R7I>3YDB#MO(*SPFT<+K(=)C@9.79*K&Q:$-(3; QL\]HQV7>LD[:H!4=M MG>-8PGWIS:6]5AN'=Q[IQ@:L//B)]KO3=]>G+7%@!:HX$Z#\"#3ULR+:&%7I M!6>U7HOM@D(U"
<:,PTODNMUBG%'-A#;[ ) M/+C(*L&F"KQXCE<,9K7]XMVXB"Z?00@$>$-^I3"A1[6!F3,''-ZQ-[9,MK?X"9Z\GCG)VKXB9X\WCF*[@'1;AO#_K>#*QR, M?A].@O&;X+?3R<=@-AD-CIA=#P<'[_#[V;MA<'(T/'P[GH3TX6#\_F1P_#$8 M'!_2Y^GPX'0R/ Q.!I/9Q^#=
<#)\_9'S8P[&OP^/!S!]O'3P=C(\+7G_DM\/;\,&CZ?1T2#^]/AKBEY/1VW,KHF)XR.)B-QL?!>!*<3,8'P^'AZ/@MOOK#NQ%,S)L57KYY5N\''X/70_HP M&D[ACLEHBL\;G\Y@@"&^\V!\?#SD=WX8S=[ABV4D'^#FD^%D-A@=RQAF[T93
M7I#WP^,9#N#P$5R/%\\F@^,ICQW>,SZ 44R&QP?X4ACB^]/CT<%_S@)3H\/ MAY/I#.Z')T^#/?@*!W\T./B77DW9PC?CR?M&*[:#R;#(W@$C,09'PS]]&YT I.??1@.CWG=>!5 DY[!7NDQC,>'=I]Q#00 M&*S/=#::G@]+A&LV71&7\E;<:334]A!62-_@Z>X
M%0='I[39C8?H!WQX-X;]8U)T'NKOR4-O[-[QP#E/AW#G8#8\^AB\A2N.P^!? MQ^/\-*CCR%L_]$1_4GK\?OXZ/1X!@1SA&1T.,2I?MW9(CKYMG,IIY VYW@, M6WPR&4YAN@-9RS?!&UA77-/Q"5 KT/*[_1RPU[CU>O!T1('@?A\=GL)]P-+! MI].#87/%&AL[X2L-
Q;T?'X[>T/?'I[!>\.=H-@V&;][ (6IP']DDG (^8VHF M#A $#&DT/1\(@<+BT7]>O?T.N M]'XPFPTG9AF_9'^F\#*FT.$$E@W^!]H'#H]@98CCPXO@+MSG\8?CX V2(AX6PP#= M(;X;\-3&)R?CR0SXWHRYU&AZ<#]=>]\F?BNOVC)]=]M4AT]6=1A]MU]G>2=>
M>5/\&B$P3GMBRN-2!9HZ9:A=GNS7Y[35*C^3ZLN-L).&U6$E8ZR"D%GG(N&X M'9#6R$^"E*+U&-S@,L0P8(O4!#MM&2T(M"L&(MAVVM. 1?D>K*(D]7R'4?!S M&F-LX>$Z7OYCKG;R: Y M$5QR?SDSBUV6Q_G#(<> H$42,CX_Z?=1&E3GO (L=]?
6474H!@!-8M5RY]H"WL8:EP MQ_&O3(&<*$)*>]DE;V)-;R#T*T6^8LE-]KB93H]1ND%34AA(:\/#5H9],(55 M9*H%[.CK3NDKL_3U1O)H!F594[5@AU&UO+NY33?IHMS_ MG^EB/0+F6^H]KO0;6YI5]\%%5'84+#LD1AUTVYC8XL M_IV*[VQ%+A]EO @OX\<\!-
+2UUW=S5-P!N2,).G4C+G.DB[6X0XC*2V480G, MG0]\1<$4E;T8B])-X?41EXK@=(TB8 @T=OU!QWIT)0 M5BU8T11HF/,BFU I M3:"<8L$9?,?\F]'ZKVN0%9@4M,)YVIB# U&G9*38[L]&CPP)S(7:)>;%2 (&/,@4 M]9'8LD3)O6 SV9\EP@+H 5)AB8Q3?
R22"24ARAV%W2F%_<>IL%FHBXCEI%/C M0& ;G YDLW>D_HN7PZ.SCG2F6*NXT\USU-'V5YQ*QZBGB+LNZ61 H*T"&31F MD#(*"CT<2=FH'9D0*B%33@L]+W6^0X_8/"[#2D6?Q8[W%)$V2]=2CBUKY8QG MT*=N"7 NAI>(>2E:%A<=FF-^6]E%.!/EE*6
M[#,_]/1NVC-]DRT*2H9A)*B25*KVZ??I-^FWH-Z5Z'XST7]MHK3D1EM4H91E M'D]ZCLPOS]*3 O5^OC>57UPV"C6V%E>[NV1I=\SB3IE%89G%@:&#H=#!M:5W M0Y8_VC=! +$TO0]U@I3WEKL,W7]7#"Z49FPZ!U4HOTV=[5;#YD0Y!!U::B;[ M)2E-9?
N286!@7ZO4<+9.8'2WG4#GH(,1V3[:R M FY/C%I,KIBKT9]U4.W3* M8/ ):?;?]AHO]%1#)+@ND$W.#26D>]RYI[-BUPL"]H>U+9X8='D\,[M?@&R MG](73DW0#KZB&6?D%+&]OC9IB(5)HR\]3=I()/N:8]3!-X"F&]XVO76M'ES/
MX/SA(>O(D]NX]19^U;R]MYIU*^WC3]0&\'Z/KA_Z<\LC_C\O1Z^F7ER!RTLB M5OU%&\K*C; P^H#)W.2P222Y?9Y&V:>'6 CZ_V[7]FP"Q3W9@>*:H+@G.U#< M/2#:.]$I']]A]N2(@%O'PRE"A(:3(>*Z.G#&U/8@KE.GL3-I"R2AT,IHUZB/
MC/Y!V@7T)!4MRV38S/"Y!T,CXY.!H>(LOKG3X]_HL_3D\&!_]P/$W,5:@"^ M+N')^B]^W?SX+S_1D7@YF^@7@!I:8>-D331POGP]2M6R^DD? MI-EAUQ'E2_1L9X?.U0=CG-7Q/W]Z^E/_G2]?8UD(0>>@6O3\Y2/X"I\$_YG< MU9#-POR"Z](Y_&OO_-
H;_]]X\R[G^2U;\WXX&1V.!L?!\+].1R?O&98T0.!F M&!P='83W>O 1USMB'XB*G2Z/"UWL_L>,_O:OO]];\!K8YF_CR5N@H,/A[\.C M\0G#=8%V7KZ>O&K6Y3585U$6]6]KB(^F-,CW<-T9=BX1WNLO MU2-BQ3N9\:-DQBTQ8*"QF][5]:0_T4]ZSYT?E8^"WR)?-
\G,T._[XUG8X[VEA[I+1E=ERGVI2/>P,]OL;"8Z^,@(P^L"$Y+MW8$ M>BZV:R,V.2Z>[AP73)%'9;WZ2LO[T6,[Y-7P;W3#GZLL=-[]TM&M[.5[]^M]&QG*S5MI6=?8"M=8X^P<_7U M^/#C*_SCW>S]T:O_#U!+ P04 " "8BW-9$7Y&B:IG #O5P(_$P '9I M=F%K;W)?
97@Q,"TT,2YH=&WMO6M3VVC6-O]=*OZ#=C_O3$%MQ^\/LBV#.K+DD62(9]?[W]]UO_^R#.30Q&GX,-/!EF_=QW6O MP[6N]?)=__WQ]_6UE^\Z[2/X;Q"\["?[QYU7+W_F_\)7/\MW+U+^?'OT>G/5_ M/^[\]T_C/*M^";:WIE703R9Q&9S$UT$OGT19R!^$P5E<)..?X(?
PTP^?^[L7 M015_]IY$:7*1_1+\,2NK9#Q_$4RBXB+)GE3Y])=@R_PYR*L]G\ G/[WZ>S8H MIR]>_OSAF[RW2"XN[SN\]>7K5YU/E\D@]>_5K:?;+W]^_>I;]6$89U5@@G:V_DK')%IM?@2_*Q!=/WTZGW[K-_I!>VWO4[G?0F; M #YX?[:^UCXY"@Y/3XZZ_>
[IR5GPYK07''?:9YU@ V;P[^GHW[/\!4\DSI]= MS+__U_/]9\]?;$(G1G$0E4$^#H[B83P9Q 4/=><@#':V=K:#05Q=QW$6T)+ M&0L.HVE216GPMLAGTS X/CX,U]3#, M)],HFX?!97259!=!4I7!\#*)QT"\*1[.JN0]ADZ,DR',850%S_>>![_%916< M5:W@,(T2V
E7<3:+83YGT#3T;2N$+^(K>&4V"H/3RR1?7WOZ='M[-]B0D1_' M99D7?R_HCTT< 3P:O(?U&"51%G3^/4NFM+6.XZC$3N%8 AY*/_X$TW*W<2R, M_.:C"O:V][:#UW$*S2=9#)LB&FGGGVWOA<%1E*81[_]^T[.]G;VG7L_C6'O> M^E;;_8MOPZ/NK^;-:1[!]]-
X#/OU.AE5E[\$3P_^5K^N&U_[34_+3Z^V6[S;_MO_OTW*LX.,V"ZC*&[XH)'!78T,,\&R55DF=TC*O+I S]PA..*9V%H+R$70>+ M%Y700A[P/@NI&?ZW/'&9P"D>%_E$?AC2.V'O3N@ET[@H\PR$P+3(X=]P+C:& M>9K&0SP%Z9P>E]UL3EDHVYE>ED"7KY+1#-
XUAP_TX2Z\P)S745P.BV00X]/4 MXMGP,A[-TGBCW RN+Y/AI70VR89Y, M,"^0=F%B8@-TOUX&L/_0=L\F;(051$-*QA5D ]@V2)<%9PO MGMM6T)>%"\PYA]_JO/!+BW@,78>U@5FQLV2[Q@/OVB&7S6-NP3,T:R BH9?0 MB0@[.$Z3866$>O-LX5A
QIEW\N*#G+V81100]RG19=Z*LSZ/N08QO1)K_> M' K96+7-@S=ND90@!F@/@XX!&ZF8P[U93$+8Y&6%%REM)_[H-?Z<_ZD[.9I. M8=]' ]BMO3B+K^% \0.=3U6DHAS?0)[R=O7?"XA.?@RC17WH#.H)FN L+XUSRXH6?
MTUMP>I,,_Y+'QDD!RM4HFNND3V#%+V%H:9I?HU[3W!8.G64!_)]&!].!-4KX M21C=#(0BG&9'=FS09?!?GW:VM@]>L+"D_A]*STGD8.M6&.. S2HV;PO88S]6 MU\N;#.T[,;3BWX<*4FML.IQ:W]K.I!KR%X]A($YA4:#=.X(,BV.ANVET&#?&=
M0,]F%6]I15R"H"T3W/#8L/0'%[:K74^<'CG-$K MPR#+87+Q%H*N9'#7PIV%$U^R#K)XHK]U$X5?./I\/N17E--XB$-<4"&TVUZ_M8>#0E/31O(MO/[@IBQ'MA6B,_92WSUO:,E^S?C^@P2@MXF@T=V>T_I3IK5$4 MZ)4%;?8Q7M8P.[X(HC-=GT\ZH=[.\?
>'W+13FE8^R$;R_PP:_]M&15\|6H]:*^-6*-B*Z_03S/ M95T=X<=2 ;0K.()XZKSF[0VR> '-@PRFLB;2ZQ+->Y%_-<(AMM?F"BED]Z*; M#$0W:9Q\"C;V-^%3. )Y$?.G&;HU-IYO\EA+V*-)7AAA;'OE78#R.6WX$^]9O?:[ M[D4/LA,[4>;>I%?UQD-
C#"]1'Z,9K#6]+_BAT+%5_O]+TL-%A2^4<8 M[36L5#[C(>M]HDT]]IQ=+;!,]_D*'=![L)EV6T&O<])O'Z_.L._=:BI@)T3I M^AI<4;#Q\&8G$\=>. M?]'">]?7Y(T;]%'!U0]WT2B!,XL7'?H%]&-CL [@7$&OZ(1,8MC?(Q1!DSC* M2NR)ZZ8*1?
F#F2.I@O_%FSXIXDWQP@31Z"]RM][ZV@VV /VDR?R18PX6 6@1 MF8KNT:S02W.)*5*9%0A10/#OUM=<:4>_?(^?IR3V]TB5%I#1&S!0>FFTXNVM M+5*+G9_?]U#P!1*]__]Z\B1XD\3IZ)?@0W0!_3ZCW3W$*..+X'1*_N)?L#-G M; @'3YY0&#\(W*&[?=IOZ!-]-
B!+T'SV&LS%C\'.%"_O-!G]],I.!O]:)#CV M]V6__?]X$QQVCH\_M(^.NB=O__NGK9_H[[,/[4/]^[/G4K]$>RF:EC!H_5=M MS5[V>]]X_(2&RD/8UB'HY07ZSP3V\%TZ<(7F!.@RH.&E9\MA0:/_(;<+]@>X)?.+G?L\=Z=W[YK52^_.+&_57
M\|YSNKB/;KBBWQ^^A29_WOEY^SEML]48P&VS^3.=AAO/BTB8^CD=@'3[^&00 MPS4-FWU*) X.9Q<:G09E-4_CVKO^_E_;^UO0M:G_1D>]_(QBA87&]Q1W=PQ- MWF\'%W6/?#B<%27>6WH-@SB&70,W^?;/NULU4]'3&-*:P[FB7N.SV0SC]?A+
M.2Y$XQFL&%YBG^"GI+1A##"0 M+Q<=Q/]4^H8;?R5[MPOOY:K5H>UH M>D[:#X84T4C/KY*1.D1AW:TK/-@%X\*=H5',IG=G*($\][3_T'(W'BGU;/./21?-='7QZ9 ZB_V!SS>VMS9Y.[.V)]X]NS-# M^ @&Z>P+7[=UC'9=5ETAB@9![Q9C*?XF#5@7(W=/&7M" M-RM[?
-14L0YT#A/ 9AW%XVB65@$>+1IV>+?^;^\X WAASF-(YRC4:,)01.XP MQ3A*B6:U8_0D(@<*Z_&//PW),L107O0IFX]P9'E9,1PF_C0%TQ=% M.SPPY&Z0-&QL''^!T@]%-:Q+%]4KY4F[E],^E-,N*XI>R"D)63+Q,01?Q*/$ MS".?=YBOBPC-
;G8NH*I"QPT4AG(6915#6.8B"C:B*E!0FP1MXI2OG7-.ZVZ>&93$W3G0! OZ"3SZY$=#[A%_,LFF4C)]4*1/Z\KTZ*K+,$?-U MGRE'$RO:3+ ?:2O)Y5WE%S')09XA3&'2[ 8$&%6?EQ*XHI#]. M\+=PK)*)<^<;:$[W0 M"-)=(AHH13"
6^'X88]RD3IWQ*LM/COL#KF:FH+O)$;A.UD;>!KVEN=^"C5P M0K[T:>X].%[Z,DF);/"[T*\[/A:@ML(=B ? M@M&,G*3X04S^[S2^2OAB1CF(1CR\&7\,UQZZETGRT(/Y$!W^%WB-91-1P^!5 M9#[,]LLI?Y(8.0 M;EK01\+U-91,I$#C'>%Z'K\$3'#_2YE?
9W%17B;34$3.^EHA]T->L(8XK4I' MIW6L-<10Z*3"U"4$'3>**(CR=%:0H!DGZ%Y'L>!**RE"3V%$9 M&WZ)-R+\ID\EX?6V*,KF]'&T5#]$LHZ T2>_KI(SME8@*]P=9A6\F MTRI%LW.:%U5(]\@MD&:C,-Y)!AN"_[S,4[V>U]RO@9S1&H1[S7V,2Z&X=$FR77<
M\6CSCG].^%]8SZ'AD9DRU$ F'4W9)'A,\'S,8U8U92UK42PWKFZWO<;2*:.# MYVD1Q$YG:]/,B]76UM=XCIPP4AE751][S@?L$L,A2>&RL5>2*!C[=&U..<)R M=@0U[LX$M=(B\YLF(;K*DY%].]-|-K"H?M@(@C?GX" +'EQ31QNM-_9*=P@= M7-
T.]2U.2&R5D#*OZVLV=*P]=,-!EC4Q1@)-BFC<=6O"&(;LDW)@7A)LIA97R+*[#S5MKQ6<=/I_D229VW('/37-8(C0 M&R$Y&]B^P.FTZ.8*T;*,NW1BZ7SUL:NYK,K0<2AD-A,L:7 P^/@*D7H$G1QPL#:90GS'F,V#L'5^)21U$5P[I@\]&BI MULR][6UR,]?&
[8Z1)PN',HA=U#;=O .8;U9&1Y@IP_\$W6,)9]CN#M,HF8ARE\^L'+.>:5"&HZK,8U"M6T%'E*)205E6YX#]@&[E=%YS MIMLEJ9PA&.,R)/B\$9N;GP YE"W#=X7T3"Y*'--0'&)@ADXP E?EH6(( MTYQC&".X8 N>CP#U %3E+7: &S+1(KE"P\PV+2\"Y2@FK$-9ZP>UGK19.
T*%N43/]@P:+D!XS?OH MCQC5Z@YY@#:B&[?8SO;&Q2:&,F@KD^.(UXRZGKE@:]G0ZAW0HJ]3WR ["LK9 MI#2]AKW8:X?1G')5O>!-F2H%H?E]P@8B^;*P=T4^NS XOX4KM3&A:I"PEV6F M8.@X9N-,0(UYP=+*:M$1G=;200QW,S%3[GS,6W6X^%?"9+
[7570;0&:G$2#S M(O@U2F?X]2-4YA$[L^)0&0__(CURM[QN]A=!?SZ%-6\7H-8,7P0GT23F W&2 MXS;?\2 ?^BO\YA%#LP(8F]^7AI^-G[D/NV4?S-[N2?ODL"-T%F?]=O_\Q_5>BGX1HS)#VL-G]ND2.4O4+"$#29S9;T!+Q;/MY:0[>I;X%L^S M!
($WC*\NP/Q)X9^CF%2RX:Q +RIHQA91#MI./T%/R;^ZW:Y]-LC6 3K6%:7U MXL]-PDL) HA4;NMI095X@LGV(R_OY?SPT(,#4Q17QX5[WH@Q.* 9SE"_M&Z= MX<YI6&6VZ*8P%.N6O)0ZT6K?&%T?6>ZS\!-AP$BMWR=*&Q=5'VZ!&ZD )C@-UP]& M&#+%$8=HQ)-
OE,>,1D49;QIHPPG(9VCH<"H!;1R^5NM(KE],Z!5]F92#]C0! M,I10XZHF$LS+'%W%'!9P;=O:Q+[0N&Q# X0'8XR3>1<;=D(@,;7)IN(*DM?5 M>['T]0_;_0,#*<3D+C'QVVD%0]#7]=_WCL)D&SH'(3QZ9N@\S_GW0_(1;0Z M,_-GBV23>$,)]D)K^:YS.YE
[K"H+'!DR_8LH*S$B(=$S-W,AQ*Y$O=P"E** MO:1XXLM90;(9Q$6!4]LIEN2$?[H^B"BBD V[K_#T#E:CIWY$XC1Q>QI[Z#V M40QS[X22-#ZWF"M_] BZ8KSG=(:."NC;#&U8<:=X6402?+0L*R68 O!1BFOE MA%34S6*ZE&"HB^ C13+42X>E-!SPI"
(KFY+6%W+QF]*@$+7!OO(BGQ8)\1Q$ M0^OD<[+(Y0Z$334;H\N^B/\"T,"[X&!#Q2BQ1&'":.2/\;QM#;_74:.HOLI MF.84\R;(KO+EY$(98W_AN?\F=.F:^[$IQQ]6=S'!WTN>Y,S4AA1*5U="#(D MC*R3SK[/] 4:+74WLHM')Y\"2P#"+G1Q$&DDFI_^S^WTVO2@B5.
(G^8@Y%&CK1&D56Z]O'4]]V]TPFMF-70NU M8SB>+W\]S0DKP8:4P\WL[M]F'48:,F$P!H&>4_M$]7>FKLIX5C H>EC9B_1' MH=F U67*"YPBIGA97ZMSMG!^ASO_5X1Y!@&?$M&+]@]"*ZD_7SI!%>1&20BC MP;)59Q%##Y0?@IPP"2*>3+2CMG=0G.BO$L: 7!-
)"S&.T1!PLT2)L;]RF&H0 MK<@&T%4S<3S+1!.Z0A^O@EL6(]\;ED(.0R(DBQLWS <-#?G=)?@Y!MTM$13M M0[U-9(\:+8<5#H. Z&]P+VR*]I&9B;-D+1GW3C"Q-@)I1H4OS96"0%.*3Q%<\QM MS' ]DX7C\!&S_MUNN<2$\H@9(-SA-VAV(1WV.B)'HL$U\ SB0,
<&VM$UQC01 M&[D\&H@FW=<4%X\Q ZQ56G+OO(T<.' UG^*__8607O"/G3NW9=.6D)B'?]97#7ZDL3P26BZM2%INEB_17]QG?],1YDTF)@A[2BRBORWG1^IK' ME$D"KQ;VU\08PR+I]?7/!C\00L4[QI T&-,T(DQ!BZ\+[$]@F9):LC> M44,-
NFF^N%;K:S"N4>!SIMT@WYI%S;*Y: 7O%K9(M]3VP_H%Y22QE54N[&@4 MGL]8.XI'-97^BX5CI>N^V&4O7<,_+)208"Y'UULY9H.'8=!ZU$F9(N&IB^?N M-<2#X6:3Q"]"CN6W$"\QBY+L>+;O[9S9:U>3"TG]59)%B>NSL61DW&3F01$4VGL8[> M0;QRY8B04?
Q$CB1[T^18DDI!ZZT*E+F>Z=%&;QXSG;!@5[^#W].^&\ Q_:O8 MWUUX1U\PCY7=7]("A3W\Z.;G7\ /A^X1_L/[-QHUE M;Q0+6_D;959000ZM4T)]:G$&RQ=S[&[(4X2^1XP],2^S1!!7AC/ESOOM\^ @ MNX_(CT?DQX-#?NP^(C]6&?GQ]8+OOIA3[MRY!BUST8U-
@=TFOP5^H3%Z>[VZ M9&SOG5^=%A=1EOR'[E&#(G#]"(P6M;1S]FZ8R)]1#6]!O]@H\*(TF1!CU3GY MEBU-D0_2##<)\EK$#;[P.TS$LB&1]V9([C?_5V]'-LT@W/RD055("V!\1%1B MP'!S>IXL]N,L,)NS5H,4NCFZ_.=>B$T#&&0"E.08$
R#,&D6R!/L39V/=#*S)Y6W3>LN MP3=6=\R&%"_)-;>]"[EPI&W4*8><:VOD(%Y'["6@U;POMT]Z7<8 M6(AHEE[G0[O;>T"X0A_G<3,/IWK]#'/$F!(QB&*%'5<4(:O#N.A^YI+R\#D M(L[8HE# !+N;C*N[A9Z]Y%L^W6,P^)/2T-_SN<"\V+D1F,VW8:FP0T]^1D@8 M.;
PL)R.KN.X[(HL?8*!#1"!>'4A;=]!PD*R2VSPZR6W<1?K!L'}5].**IL/M% [\<^'M@(O!Y*SC][:33.WO7_0#;M-LY M.2,YV#TY^] YI!]"]S,A]\]F[>WLAA,Z1]8RDQF'.IK$EM-H$*>6(FR""BE7 MQ_'!,_453X@ \D_'#N)U5Z&.%.L-?]\EZ1<&OV%41X&GD/!T.BB1!?H4!@M
MIBFY(T46>LIIG;V!]HX-Q45H^DI>18T%+4@O2[/3K:6,L=FD OW+@1#WO3,L M-]T H0BH'"_R_A#)M'N-$LTGYT4Z&8!Z96'-22W&=L3T<>)SE7LI9YQE%:P9511N,8TT45V,\] M27:5%+DFE=;A<3P+BVQ[T:",I6[/LW3+EL]"QUG[IUGWPK7Q)TR)*+WS9?D.
M_SV#\QT78+ YM.^&5FH.=SQ!(0O'^ 'S;%RP[VWN*[WEK<%Q9KS-,)U:E":#P,$$# E94EFM2O+2RU#Q39D&GF/F6Z'0 MI'*]4$A7B1EOS-I9'B^4I&![2A8X,=3?H'0X(L8GB-1B9A[V]Q2Q@\*0C.S_M6%]*4Z^49F39-!B!5NL4Q\D]=B;C]1Y.K]?
-1UF%)CPDN6VT6[]9[')+<) M_)L9<%]%Q*-I M+9'+6"M)28N?9S!B]M)F'6,T/F2%Z,54;IESNY"V]/G!?NC:1*YG%1]RRO@L M<#5&MLK]4=%WH;X\FK-4"/8X7F/'+!RNC5BX3O"9G0.#G,2W'# MEI=.%T%239(37'@Y R/MB.V+SB);2-9G-W9"O]HINK
OP)BKXI%9:4V90$ / M7FCF9C.[=V'3%W&J;#\.:2'^11,2L#OP!I(-A^6)5M]IQ3"""+/;#.LR0 6(H MCO(F] [BVG4&_X!62E ]Z>I*FEU9F).8LY-/#[3W,R*'=)P%9G0M4[WC>]Y@ M?]Z[EQES&\/-X.6;TY.^^](G%([2L-I/KUZ^?G7<.3OK=-;7SMZUCX^#?W8Z
M'X+^.TFL#>F?)IN+C,'VR>]!]_V'WNFO5&W^+'C3Z["[[!!^T\/T+VS(6H^= MD\/S]Z][Z%4[PV]_>]?NGYUV?NWT@G]VX?N-SK\..Q_Z6)U^?>U#I_>^V^]W M:C\[ZKSIGL'"KSO'I[]M4K/<[X"[?7(*G3L[Z[X]L9T/3GO467AE%[K9Z[Y]
M!_\Y/SF"%WL/G9V_YG_+T_#E^IH=-#SQ%KK1IZ^EE?YI;69^Z_;?G9[WZ=,/ MO2[\YK<>CN,D. 2KF9IY0UT^[;6H@/SBTES']*+9M3G)+3_'^AH3=*A_RYU M%T$(IST!>6K,1<9$HH)=E3?1 RU<0WCN7_Z,77ME_O,-01SW>P)NV?WL/EF8 M=CVWSNAOQX \?<2
/&) 'AP&Y.DC!F25,2 K(#G_1!#)?8].$[0;*@DXD )C M4Z-2#-]Q1'@S\7(9]5=I@"VS&X5G;>ZG9UDPS:=QB"UC<^=>8:$$^@>%G,5" M%;OD@R'\ZD#O)@.*&C515"-= W'&);%D11/W*E&P6:)]LMY!TOZ#;958\PO#B'%A?-7X->QCB8W-LAB>SK6TAC(+ M.%QW.9&Z&-
N/##GV&-=RE#=.G#T$*F]LC+:XE[W4)ARZP'PL$:]..]$3[@H; M1%4%$YPYDY1UUSPZ/V]WW';"QT 9K]]"DZ2)% M_^M7*S=S]^'E%=,7+#R_LY\@\YP^+?/@NZ9"DBT.U]W0)D.3CI@\(DA^;Y] M=?^-P9/@#F.K0(GZ&5"@U0-%=M6+!/C[K: M%)C?8(:_)P1,?
23A^AK:T;"%#M_!Z]]ON\==?&DO>-/MG^"KW]#%'7QH]_K= MP_/C-C1WWOMPRD9V_=4?VGVG MO^$*RFZ!1XX"F:!3&.%&M[M)O_??"'_AI?-,[?>-X9G N M.F]/\1L\C[6?X9>P)U#-;[%L>TA"S0 6A!9^L2RU"1>[C*]$]D-)LQ8KN2'W M:XREHBOB
$FP6K,7]3#D6'Z,@C,AE9>D,EW4!ZG;OEF9:B$58H1'TO:M]V2_S==#N\_ETD_>K,PO>_9[G,C>MK3&4__M_]F&N0]E%0!B]K,_9"//\&*'3K_:@1>< ?DS6]_$QN@GC6C\U0;X"#9I\5KK M:V8?^U@,)=+@Y$L;QR-Y?#/.QA' :#4-YDKM4YIXGPT7$,]]FZVOV:"KXN*-_MU+?
70<@4^-Y7Z-.0+RF[P@2==:PXSF!QF/7H)-\_W)$%;GF/0GTA$^/ZDFOH M(8DH.] K*GID;%#BM\RCK!3]2O)]L(G,5B8Q"XR<:L'K:P,14V8PZDO_,+(! MZ2+F&/:#^#I,]1[#@R% +Y<^4N?.S]I9-(:*#%F^(5Q0.4M"L*VT]DE[N*@K,L3?T,+$K,NQ'%/VL9A-]Z&#>*
<].\9^V&-%A!-A?3MZ MU)D-M)E2_,NAG4!X*!-N#)4IP)B]8O9):30HP"+8U$>!#*=3--8BU00KV_L(.A#O]/K:8K'1C>ZO_HRX_!M&5/DUR5C"EHXGV8RZ M0=YA11B/F"%D16#C]D&\FFID(>U9HBMU^D&Z]4*QU+%I[1:97;T?[%9RK[M@ M@Y:
<.F]X<#R&:?,Z#A^D\TU']%+V!AP,/OKSKG\('7C$#CPX[,#>(W9@E;$#WT;XW1>'Q)?! M^U_/A00!3CRK<#[(SNI*XT7#QR"]22E.H'_D[3)W[C)LKQ+.D34)]EV:8Z)' M:72#E./+"7+(4_+%HC'LFZU"1HV*0H:L#DH:8/1H5])K^C=<_3'R-_W!D5[0 MDFKDVXV&Q!
(LK\>/*##[DP5'!-M-V54\IU\O(A=1D19[4NNQ.;HZ^QA!3RUH M&9.:;>>$=4(Y>";XTSS^*;;R^9K6_!>.A3B^ZW+*TE-ZLGHGS*:F8XQM?BIG" M!6?E9_$%Z+C2$ID3XQEE0*2ZX:Q/R]'EE]PLUQ^C-O,MO,\/S5FZTPK^Y[S; MZ0>=DW^<_OZ7]$OQ61)/S&'?E^4('P-
,N5WV*$GB-Q$Z=<+_1IGC%?A M;%CY\2T5X76R*$PVS+7*%[ZX*]'0N92P'85*0!K:?E*&N]E0OR1+[_]O-S5E M?63<=&[R")4KGE*I!'"&C'6F%ZH9*&P[B$ M'5E:W@+!@,:%O%BL'E^..=4\^;9V?,HA=(O>8T]S:2,]DOR&A%.YD+%35^HM ML4O7PO),56'K_^=X?
8@Z"NS1]/C(&M]TSKG'23;&K&9R!6[]K^$\^#XM'R>Y MH'9K7INAI#:Q89O#SG%G<58'&^AUP.-]%:=S X0]IH6P28DUW0XGS(;VW+!=_M63_O<&F*$U3/[ R$5$36:CIG"NFXF5*:U]@A>V)@*UV"=P+H06:?F*4]D
M=>Z,=FA26!=Z3[HI]SD2S@#96&FVO>T<:\I",DA4#\_Y16/,]G3;C]YL>A,Z M?\=2FP&V#'KG1U^#TKC_^XFH]Q&E6Q$].4%OZ81ZN8RDU6!]OQ0+L9P"R/23 MFD+;-%.X%3F61R6O6(5CEFOB&K#Q.5*A] 6PS]I+1DIC+&=A$]#"T+45)8+>
M,'VP<'4!*WMWAX),9$L6=<2&Z;L+,T&SK\;*8\4+3%&>"0L#'N@54NGNK:#6 M$=9VY#H)7 W+(;(CV]MA^ZB\KQ',CVAR%M"W)1#\|MWGEEW1KT][1YU>HQ>Z M[]7^[&XZKN<;7-0_D5/-<4#>]04_]3>N[HG\8H>U='BKM;.79$NFN>&'/[$C
M]7OTACY$!!]^:0L?:^S?1K+YIW3Q3GV"G2>$D]%_HF*$5=G>2[T/T)BC:Y,4 M@R>HK+,RCN,1(E!")K00\AHLE2:W&^K(5+C-K=/F)4@4LS3F[T%%#_TO]'X] M@@N8=)92$1\3I@BUNBA*Q^5C"+7_MT_/4%P<@HPMXDO0N%':=SR]G!Z(]IS0
M#X=>G@CYU$R.1IOMF>WG!ULN"P0WW]|_)4.RLBH&YAQR83_\56OAZ:;UZ'M% M,9M_]X:7)/@-?Q5]@',\HX>=E_E=4UP5C!NY"%.0X;75V3XB'HQZ<0PO)'[ MTQ;MVH"B B0E)#+P*#@?!>\<]"<]O*SD;C]@G+9LMU*@<8,T9],^#A88*R21* M1_'E?!3_;
[%11F0BI_/A99H7B=3"2*8@F>8)>1GP),>SB1C\$)@O:8ZBD/^$1I(\(F'< M_*M ]]A$9&M4- MWT\6[B9+L<-WA'V+/B&$Y#"T9??T,FD]W@[__U*7KV8G?G MH+5KSBS:EU%A/!-2!IMT.=#@0E7H'$V.=3?G0,-;'E6"'VSG77W.QNN3C:%_L=!#?75!(7V\1S MCB[??2O-
VW-' 7H#=&[_$3KW")U[<-"Y_4?HW"I#Y[Y>\'TV;.X^L 4([>_Y M\/,@2D8V(/V0'//;?N*A0]A*!<<;45\!,#&IC.$%;@%^[@8H;=0@%D6Y]827!B M[_X3]H=.);%2*% '[D"K6]@]>H.:4I)_)6GS2[H2]F"=$8+;BIV3]-66/6 M(^UZH3^#==TI]KUQBU>ZV> GBP_[XIF
FP]MR^_>LN5S8?-&N(.4\2*W%N7^ MBLN'*G9M[-7*%YB*_1L6"NUGMCB6OGXEV!CR\O/VE!$"36@GW*^UC!._&+7 MWK[XP/@E\NPC8,IB2_@_+=O7%^B)PP=SC&C05*I%6Y MKI(\-1F4TQR#\(GWL;)]F=X[Y3C&-WJD@MR4I?AR0^@PA-
MBR$H&9I2D4.4&YPTE%Q:<)B<.)@".,_M Y>S**LTBB0#V=X^:!C)XA"$A4T00I10VMP5R=>$#5>,!*/@8@5L<1.*WT1#_MP_&@U1)Y11B_%K>,*[ M?TB%!1UU9. 5,$3&0EM>G7[6D"TL]YAU?WB WKF?+7R[NW=A2P:V!F*H6;Q_
MS$87$X&\WZA/A0LCD!S2RUGU9)1?DW3HC]C,WV)-+]ZC#P]FO/%TTP>"&^") M,%OHE4[DA.8HDDKS1RX<%[A'DF&"H,$@R3B^*D(B,^,!Z[BBY;.096#)KB]Z5!GA;YNA96R$!@,_7<^9^'I(&I\4X%"+V[$ MQ=@D;+*$6@/1P\TXL!F'>]1[LZFQ]*+!E?-
NFM#31'2W,CM0C7^,KN =GI7N MA#K"]&G*@QK2Q0R;]X+AUO#7-"^Y*D=3CV0OT1WET8DL1KQ@/:)-H2]&M2=F M6E1M!:P/*MQ@4XA%F(2";V$A_T_\N*D4]14F"P,"M,L5>%1>DD$ZF\ MZ6TMZ9^C2YLA3M.(K@N;&\"R0Y9MB(I3$\VS^PM:V,6S[]#B:)2FB?
V9P+<8 ME=>HC]LM1](G#C;="6]@Y?C"VV@Y7CP35'"-RB)!8]8"Q'(TO6S*:R75=DBG M',=_X4&&2]7SE+6E:]I>B+PL5@:ST%3.]:02+N6N]68DA8Y]E=!<.X.Y"(=) M5-@RKFZ18WCO1K*%>XF@$']:N;YS'']D<+3/H8=?AAY-E*.*^$+>[8IS6!DB MC^W#XB63 ;
(U2_U(L38LX_(T!]'XH)R]^Z)+M"DLC\?/319:/*^V3]R3P.A] M%DV/8-VOQ#FX=SS(3B7PQ*UD;Q0VED_(020B#LNI32-)=)02P))2NET_*M@CG0!D]HP&[*0=Q=1W';#I.9?TEE84]O%@/OH$-*# 4@U7T MD,13/#@\Q;-'/,4]XRF^7O#=%PW1G3MW4_[F^MI=$CC5
M7I';RF,4K(6_E^@A:DZ[=[YMF*YZ[@]RM8ZEF*=8ODD&VE@RDFC-+)-HE]G8 MPB8XN\D+:W5KH2?T]@&\)ZZA0+?2#:=6RT:\_NYK3WLL5?]GUNE47/0%VQ33*IW5SY M58MYL8)!PI][47QUT7A==5>^=5T'K>7V M0DV[;QA7?8NV?%,ND4BOM#0TXR CZ3\
M2,9]+I76-"A1(QTA9U?LQ$=0*%.LFD*QYDC8:G8<+7'(7R+#]S1]P-:5RB\< MCZS+?H4V]KT1"'@UUW5ET&U/"^.1[(B[E@,-GLQ3;)SC=X['B'9@S!'82+P MM'@@1R_R?&1"" [0 %W[>?&1P2]CV'@%G'81GE&.(U/:6Z2F@)?*Y!-H&1O[ M6YL^:LD?%?(
DLBMTTTTDYR#Q*,BXY-*2!%25 M4BT%!P/%*]TZWID'"? MPB-Q_>(V$EC.:)-KDR"_^,(V#8]L#18X\0SNE S!W^,:]F**?*XR>>6YSQV& M2]M]/LO1W(L0\E>MX)TZ#Y?Z#:DO(+E2#1Z*;'9VB+ ,HC*"=% PH'I1C=K\ MZC@?DN >-
@ENQV6K9#^R6+>>]]O.;4W4(U8:VV4*UPE6NT Q&1*8,*H_#'0 M*7(2Q["K*Q2Q>C0G\-Y+ET/G,EX4NOYLZ1[>]&,_=V[>R&F+]]D)/XS*$RHP MY,BDE!M^C7?'>VP15]S'2KTN)AVGV=0KHQ]1%<_WSO+MT"UK@2Q30 6QB2)\ M3+C:4?V[CIB<3%%1V#"/+?
#,;KKRB^K6.G/;77:#)&.N.).FB^I!F/9NGM)\>&!B<('869LGX29^) T@YQ M]2[BF^]=.62W'&66D,OO5O'MW+1Y9IG^QLYP$4\BQFB,2$<@4*H$,77=/E^^ MO(LGFW:6."F614H-;BL3.-=#DX,,P6!.XSADBBF,I'WCOL@?30,<)7S>Y,>V
M[XN[K5:A&%MZ2!>0QEZ[X\4;YVX*GI]90[?]C T(V5&+!9D4S$0Q2BEU7PI2A6A*VI5[+ M6@+1(#8])@$8T_3@W%=B"DMAX 0#B,OP0#D A=CT9/@O+75;$E[%[_*]?NBZ[""$:A;R"KX$@_C>F%#"[ MZP7!F
2@9.Y8F8:1%0K&WE1_M6*9':;_AE>)#;,8_R8)1^XVTQO2+19:,':0 MZ1-/.4'UZ;UX"O0][,;S7A"]*U:^**-)C;9VDH]B!N)5\ZF4?A]CDXA>BUK%4["EKAU9.)PI668KOB0X26 MYLW3M=X?E7H+@ZLQESI5=;RX& N!X\PEU6&N?Q%:4.V][
DR=EYKWURV'DX>E,]'\ZK%*'%OD)4 M]]DD[76F0'?%B]L*@'<^])U182]Q.A01AYH\1IZ8LVD\Q(P74-4FH)]7'QQE\VM*P!"5 MA-K;I*]]BZ$US&O@I&+.""':%9Y(;2H $,3[V)YC=;RQ_!($P,E_>Y/C4C(]N M [XCA90B;:(YLG5-.3,R#. MB&W89-4YGM%$7RYL,&@-
#Z.B2'!:G61D$^3,V=20XERH=*9)/*,* :P.ZU9: MOMYV:8WC91+-0UN&R,$!7K\Q(O=7!311/>6<0H01 !.6\3U0()IG]?U:AS6=512*0&T$M?7QDK! MPH%=^%^&R4>@5%^C3Y7)+,QQ,W9 +6+U=A8A10\E?!H8$HX#5TUV6O-0Z/GU MM6B$-@%8D$K+HR$Y?
H8)8DS=WB0CNELGT9[M'YZV2KVQ3)NRL=BZ8P<0)][@U85K! MH;XH0@C$*'9B*>MKWB&"\0T3IAQ/)A@2E6+W_J*,!%=)0)=AQ0F8%^AK=6") MB[G1Y0SDH",V_-KB81"CHYNF)$]K][]"[HO[T$""[?U6T.M\Z'7..B=]*HIV M%K1/CH+?
VCW02OK=SAF!NCIG9YW.B^!-]P14E6[[&/K8[G>P6N #!GLM93;S MC@6>>Z=L>H3E]OX03R\(5P6V<2=K9(4EY_^&<&]K'#4!-PF8 '+CXZ M[*%06) +5]"P#GBBQB%F8-7H"7=*EG%MK(8RB#YL5DK#6,?I(,H^8E1E2*G7 ME!U%;$N@E#EX)W0 TZV6"-%ZF4R2-
"](/4S\H2:LO0#\Y]L8;A!UVTD6L"A, MZ5SY-52# ]F;P<6;BEL1M$"4S7K%Z>4?DT\;>D YH?30IO I+02)(PP!@5C% ML(2;86U73QG3K,_7)NZY.?[F%_(]FV:]\#8#+4Z4><;)*9-BMN[DOF!F'O([ M2K2\^#' % P@(H:"$'.\F0;,7I-$TL
*D>;3<<)S]%$>M8Q>XKXETX;3%SG! M?\X47Z%2?C418>GIY]P#H?UR?.CUM,B[BB&/WVMI-]G=1"@INCP]ALG(!(4R M)[4)R>VP;6FT47[,"K33F\R"Y! M>U>0]U\BE;6@,9-[<.:_\B\9F@XYN);&PS7C+)F&TD>Y"2.UH?-&((B"'M[0 M0<$+UYW4
,1=Q;AW*X?]TK94@U#I!97.D;9=HU3V7D3N?(P7NK03VS&2N@BQ MAR%#-$G?#BS/<+G89 BGW*,0P"PA?UF@<+/!+)L);*65$BMQ9HQ$'2]M>VD\ M!5)#,$3N4"C@9)F,)W>!+-M,&+#[CTEW./L7UMN:;413(7R#43%(U)2K ML>X-
\I%.&>YU=^5XBB92F+/>E@\"D,2^O*%ZO M?QF9B37+G53.4M,(Y8+;T]+O'CS80YK*V+M/?.ZTL3<%O2FA9O3XI5(EY&DEWD^1-Q)",N M%9OW:=-Y&2VUXY!*;?(ZDM B!2EX8!7:&1++CO##957#Y1]#O2>H2 M?$WY2QKZU?*#$@EO9$00(P&SNM@0+HF_(?
9OXL:K:\E$>NEA-^>9+2EVO+%2 M-+'W5SCR)C>TGB/:"@)%=3,M" 5,+M( M4O7*^MLE2DOC@(]4K4V_YD]]E+Y,X\&=MED$S$8'VQ!VF[-^#6O#^,WO#E:X M#TZ.YX]@A4>PPH,#*SQ_!"NL,ECA+\C),2*65Z[DBX8'!]FL^Y R1,B,9W76O'S;=EI03]- MP?
RY3D]5EYN5+M44! F\U.B])6-K4+1913*>^S+)))? ^Y4S#:S/$+B9_&3H M/;W$%"43]D6$(S:]X7BA ;&3L&$[X1(X;]IE+TSGQH?48,*+9Y\TLH@9[,D@ M;" &MU]6]F*1]%@[C*RR*=QFZE*;O(4^]X$LA+8%U'@LDW]0](]V1.7G5H$E?Q=90(H9SU
M"]A7T*D>H>N]*S=.0"FF_.<]25GPP?7Z'.Q#XZ-T8BN>T6)/1P9"8:&;W$/7 MB6'3>-TY5"X2='3A098]+U+Q]0[(#2]P32IRDUGEX *<30Y[=2B>3;6[])YU MD^?N &KPCVQ#E,1''+![''/>R9.\:[, #,IDUXQ93$QB@Y1&_2UC=+R!4=TRY MH'BMP:
(^#F>3XO]"0$"=A:7^0-5W9];VXV!_$ MEYQPC@X&8]R!>9V6]TZ8@-$QPY\W,D)1+QI]GSI48M9A%) M]:*MD\-*]"G( M@T6,\8AB,>$CE#30AX 2"6!!QW:R*=Z' UM?&\(.@6U6:/6!?)IDS:&)83[+ MRCA=V!5:',01(-Z$:B9CS95F.:'7U[2$R!_TGZM-.=A79-.?
(7T/K13OX.W] MC6CSA98 <01\$QC,A.VEUXHT)/\;?2<"8WW-K4X"G3OSWKEMXTHP]2"\L="I M":]:$@9<@A+7PX"+8E8]3(@D]<=";)(R3,15(MO-Y"$[NTU +R9!S<5NF<1/ MU9ZGYAW]]='FE\;2$)4+3$+!/:E_7LLS^AS$P]<4=?_*'+@% M7*(4>'YX&(R9"ER+8C75
3#7FR_P%+$HI])/]H"E]]X$:F0CM/:% M):%V]5_NZ;N9XXT@2?/&"<]@ZE"N%XV>(?LZN0\_) M! />%-I(+@&H-.VV$KVOCA!2W5W,$V]8F"HQ-)X':4[5P)U(K1LUS]]C$XZU M)E]DM2IW:\6?4.%8A@=W-QQ[Z_ES82>MH<.IXHZ_D(WP)OD$\WA(8!(+..
[A6M=L39,M$MWT(\%K.?D0 M.ZVM+5S-;?@O8]N9.D5QE:"-$=N/<2Y$ENB&3!T_6.5Z0]Q*07FH6+R4I&%U M':=7\1.FR"&*44]A),*F,:S=SX[?+V(_@*!Y272>>W-WM,-C9VMENP27'46RN MI&<"6C=,A.8C8R9R:MT7&=TAV4QZ]>4D#Y-9^7&_[UI M]5:3P(/?!/A5K7
ESBE7KI0F]N@3;C;S_@M@*$4U:$@.+]%C%Q@M]A,:]0Y M7"9::BBZN$_-OHHM:8LK')H&)O#+R&'ER!F'@)+F"7FT1O&@"LV NXT#OG&\ M76>\#TD0H 'Q\OS5<>QNOI<_G[]:?GS]9_7$3A#(1"=V5TYL%?QY1_;;GTAL
MP829EQ_$*]^.Z#4I/L&FQHET)$V<=].7]UC=,(-F\A%"^]3XZR]!V\ M;K!L%:&/AG,^*U/A%F>H!O0F94V^QXYA$8T1I2_( M)PI=WL9 QPK+..U,I>/TAU#QV-.%99+U:0@0.6!K\P:>(?/-LD2]V%'%'/W+ M2=M[&"0/VUN/P(E'X,2# TYL;STB)U89.?
%7I7EXU@J..F_:Y\?],.AUWG>. MNIT52IN\ESQ3K-S9]RS[>K%,4?N( +IT&*!5[:N!_G]9G0G\[+G"+0DMMO:2 M[(O-IVW?CX+%%0WCL2:]P 0K_]$G*5H"B67#'_WBS 2!>EL3X:1F^^>@\E @ M@B@DH4%VPHP1N;ZA& 56#SG77TQLY"*?Q2^<4+NXV)T?F-
Q"PE*4)FO.T,D[ MC:&G@AIT,@._T3]LTIZXO2_+#QL;H=]WU&I;LQT+@6?ZS%]$[3'..QD2B'A M4-+Q9@3P&>4Q%7>>$/LR4L"%@7).:CUPKC$X2"5!P6OL.&PL9G\R.\*2IS B MH@^Z$4$;"+2UF$W4M+9O=6\$WR 8\LTWR H(CMU:Q9*;%[ZYT-:?Z\E7/SQ#
M_RW+RUVH6O[]DN$+%_VI4S[8QU(P!HR2DN85.39L9LQBV79]K<$]LHD.D$E2@N09<15L'\9G,]@SBZ$D* $- ME*U^+H&CO"O,DL3)GH][]7$O[2W1/(RCUH>7&(F]_(O9$Q\H X@?9_O&PM_+ M#N(OI%IW2^9!XO1MY1.P"&PKG1WWHWM<02C
X2.8=SW;MK)T08C/&VPRP#:+ M]AEQ5#"F[/H2KP6&%N/WHS^@O2$Y4K,\(V=]CEZ]K"*=< $63+%8V[?4O;,1=B3)A6C;99::.R$W)YT-+WPO=YU!\HP88V8HH_JA' M"0P2=A]]O8ADBTL)TZ/F]76R9NQ2=_NDO75?]B5YS+CD]Z"1Q/C3YUM-Q@R> M@&L"
(/A#\';T_5*:?(N==^#OO!OT Q9+0]PU<-QSH\NF8".P&Z<(BW [A%D+L6]:DI MHE('RF1Z4WTR44R4-I$2Q^6=BK;U@,_;]K?XE)1B8>,)0/2XH>7&%(EKP?-[ M]>1:,8MABN5E,O5*N9HQX-BT@I50%=*7T\& M_4:,
[@1D.HI@W5*8,H053^/*$();AB9X>KQ9OV4B\P"KGR@?B,4)#I(V;)]# M74+,.V.F^8A382BID3U)M1\V3OD*2_@;$#4C/!?]59] !W)CV]%=34UVFG+ M@1]I"!,MWQF6&"#E=H;@TD5>&'R(1X+[I[R.F;.C]KA<( D9X9@8Q1DCI\TI M0F9S!^W@3 :V:0I-!EU#%.,64H-
F8=8O-]4,C]=NW"5_)LE@4:\X604W03PB M48#'[--06"G_U][65KBUM;5X=7 IP$TK0E#B0G\N-QDS/1N/F0;+&:XD)EF M)F>3+^: 8=Z8MFL3P%X$DHP@AF4I13"B(2QU7 Z=_*KI%&19I9XV!/3 QHB)
MXXA<6D7(^4"\1QCU*10S^+S(.YIPR]>I2.A%1;4H\82.AH+2?!DFB5+5-+S6 M>6=.E*$%,59@7)4O[@IK)0][HE9*M%0LM9WL[?*(:_E::MFPOE_TYH16V-]H M[LY:CWI4">X$7R+4384036&O)L,>Q6-?Z8LA+LMB<=? M* 87-YH-]]L\2'CS!%ZN?*)WF$/W''/AMMP2I-
:FZX8)=%)>2'!LZGHLG,^: M5*##SN2M*6/";Q0*#IFAWNG(4N8(B)92KYEA>;B(]X@NSL?3UQQ?V?)UW<2[ M\A(MT#Y7[KL:/5RC_>WAC=V,(U/].20.,H&D?8]0_$AHBUQW&')%*Z=1 !9# M9C4>(3I[(#"6[4<8RR.,Y>'!6+8?82R/,)9[)0 QI&GG0L>YOB;%)+.AAQ9U
M[]Z+>_0S:L?Q<,4G1 6];+6[-]H6-PVV.ER*M\R(E"$2$@B*45[-/2L/UAS)P= M5(8V51DE90XHRU3>+8SY1H5FAL\"@[^XG7'71.H.E,T2K]^9 MF#&,%+UVW%&L*H!N6R:\=H]!VQHHILR,3YOY)%7-O,BG=GTE&C\V.ZOE2/(2+9O!3/S .)64\B.87L>\]B]**:"M,
M=52G'.;ZVLW%A^V.=D]5>Y0T)B6B*8E9-=WKB!_]]0K 5:PIV&9"@IOFH\HO MF,.(.;F^=1I6 MX6C7K6I #@LBK%C)1?73(_%3/X8Q],@&:6Q.--@$L10KN&+)),@#"[SZYB)>?*Z]6:I M]-&[Q,K8LI0 G* MN^-RKC78"VUVI=$N)=>9DLT<9@&D!&!R>
<%NT;_0]R0]#6!QU!C M!K(\'=W%6_*H4PC6%\K9Y.%3*"%L*8=B"/X"3(IB27#83&+1ZZ\]\O_&\3= M^AI1B,%+)QEG)M&XFWY?)9# K2I<2OA9>6C9)*!.63'3S M=21XS:>;]GN0"#9[%(EX.+7,+-_&\2IE%D%#]]BA^MB1M.>,CL>2!@6::(:V M64L"]*
[N.>6V#1.N;I#16:$.PR9S1&/+E2!(.$6R$8\K*4B8*P0RCHAXZ!91 M]4SB?@URP HS.!%TC:"6%K+FR55.;BB:@(6Q+,#!I#/[G&A\]:IRY*H"%(-3 MZG[G8OHQ*F08"BF4FL(Y-G#YS[S*!'69;,&>G@=3D..1-B@_% ^R/UF4AY>[ M/+NV?
9;E#@L$G/=X6]DM4W@]T"+]O$,D<8?>B?.:U2<"/-(VX][6]-3]7@@C MFW2E]#)B0.:.B\9BBFUY' CA];QA#G(/U1TG7,9B5XB U0B M,(>Z#QMU1XM/GQ\>;OK7=P/YB\&UDD%)$-AXY'PZ=H"II1FCI6V7ZXM38&E_M)3"=L%@QB%EWK+9!X: V=U-#XP\I_UN)>
[I\:\2D,GNG?$SKG]?!3+=4@W#( M%D7VZ^]5#(2@P-9B(=(>7T$CL(-SH[*CON5]6588M11O2EN%!A &S.E/G"!E M55//]% 1ZL%5XC5M%D0,70YD\-8"3!0UFHI%3?%T4]_)9$:#=(7VSKTD51VT M]"S=:<_4*.RW_Q6\]IQTWG0?4E6Z\XPH2ZS"[O(3D4XH2>HVUV-
H('8EI]EX MU]= 8$0IGP:]=4LB70M/688.4_K"I^> E\|4%#4@K]4\]PO@_!HO,,0V+9@5 M-Y'&AN(68)??$$$M)G7LR.W#D>F#DO0SD:];_W99W^C(H_4U)(>:WSU/K9Q) MPLLD!KUPQ"XHQ,VX0I;%*UN3]Q?T M(TVC+IO?HZ!XRXMBWD V@EC&M]]G[AY39I-
\IZ8Z$6V+K(2[G0+H]E+'EUA$ M%X6S$;8I>IV9UTV7_D=+]!CR@SH),3FKP,(AB '1 7)]7YCC:$K]'^D$T564 MI X.S>];2S8+\0@OS]89O3IMV9@;)XY;>K&]"I/'DD$]^ L$1>*L-G6]UEM2 M"\Q@/K?#,E6$CLA3O&.D+P;](W@Q]103N25578/XYM6K^5?
853=@1YWUZK'K MDC )XKUP=3[UYZ&[8)-SD$3AE%WVR1F,)2?^S"E\(!'QG<>(^&-$_.%%Q<'> M(^*/$?'[)W9XW@K..H?GO6[_]^"H\^'T[$%9'F_$S2-& #E-*#]-MW]:6GVB MH2:(-=N7%L2$%M1T*8WMNX7:+)),K6 BW]MZ#Q+WSMTO31,LH+R5=<68<]OM.=!?
*;PP ?F+-K M9ZL5]#IGG=ZOG>!#^_?WG9.'?<^LKWW_BP;Q)I(TQFFW)CZT]*8)-BI+]MF3 MGWV0GZG#IN6+ S!B(9#EK$Y(VYBCH%;8ULQ!F#$9NS=HE.,KQO__MO]O/S?M =='/W6[5.L_[XA4M-NKR^9OK\G6ZU M];7/N]:6[<"ON-?
6U_].BY3@6V:W41P$%!),'QDQSF#I26B^&]O;KL;UM?K^ M:;X$&X(\G"'\&2F?@\64S_6UY3F?B$H8;O[9]9_K:RN0^[F^]]V2/Y-ER9^W M*B=4E>EF[61!U-RFG7R.:K*^]IUU$T'!NLK)U\,R[D6YV&X%;SLGG5[[^.'H M%"]?OP+Q\_+GU]]#UZ\Z[<-WP7&G?
=8)SMZUCX^#[DF_P'%ZT/GL'\6O.X$ M;T]_[?1..D?!Z]_#H'UR%!R>GISU>^?P"3Y]>'C:.V]?'':"W[K]=]#3=QWX MO \_:1\'Q^W?SH+3-_3A6;_=[^ ?I^^ZI\$&?]2TU_C--DC,D\/C MM_O0"OUA,&O[>/N$;H?L#,?.KTWI[WWV $.CG8ZP;M.K_/Z]Z#;
MZW5^/3ULOS[F1\]/H!WX(30"[<-G;WN=SEG0/PW.SE^_[_;Q7]31T^.._:#S M+^C/61<4T'^<]]IG1UW]@#\>>.[GTU[PIG.$FPEZ>MZ#:8.),8]HS)::]'OX M6QL;QR=[W;?ON .]+C0#W\$K?\=7M4]^-U/1AE[@])R>]_$K9_6@>6P&!PC3
MI%WL=8[;V.6S=]T/L)3]WS]=D\7>M+@A^]!:G'6?VS1O87O C^/L(YO\TI'&>OOY'A^?X MMWW==Z)+\|N3T-QP@=]:]!B8B>-?&:>.7';=_IREY$_S:.3GOZ)2=G7?[T*BL M6"_XT#L]['1X<_FS"%_R/,%'U&;WC+?&>^K\"35'Z^HM]^[DYMG#OO8;Y^_F
MN8+M##NQ3Z<-3P^?IZ/.F\[)F8P-C\GI"0RVBS^_S7_^7AM[W\:3=T*G$9X] M.X>.-4Z!C(H>H*&U4"P\"%%HNA-U25:?(IPHS*%5["%.3O/N"8?&]-R&=KHIP8D,2P09S[G(GDF1&GG]\6!B^H MT$2/*^Q"HU$A]"F5(?EB;*3=](:3KRIR 0@L];/FMLHP-
Z9OB$IEXZ7&K7," M9^XBTV]=3$ @D_UM@^XK'';??0R[/X;='U[8??=4=QK..UY:>O/#]W Q@]Z4$8EY/)5S4U-LRYTPL9&]BVN6@R] M&^AFF(]!U]V&WHX$6$UL]2VY>C$G(40W_F*\NH;2-?YWV&[D_[XL\MD%XR*G ME_,2SX]A[@N\/&QUS#ICECN<.!
(/G8]!\&VK0YLUU05%0-B[_'$.YN(S?4A* MI):XE50:L"$B8=4].@"^P)4Q(1D']M'1A$4M9]V#]40(AS724ZMY7#]]2=S MO.F?MO4U#YWL4@!'UR&2+B1N&0-2P\L]ST=R.CG\MRR;EMS1F&8I&GB4*D/6 M/%Q?
@\5!*]7$1]AEGF&I"Q,D,NY>)8VH]@B/*@4Y]%7N.+D@PB@XO([4D%N8W#+HK]3( MC)0PC*BW30G:$@S"-=.%Z.AL]?7@I9S<0K9^64S78_AYEV M(._02T2$B_V(V;9H](]X53E#7_97$9-?9! /HQF[0M)HP,X L/\&N&RE"[_& M4GD?)1"1YL./&,X+$:U-
'7^;CY0N5G+TXRR>P#8<@_V*-9%AN2?T/%-\E*'! M?&O",#/S%_6*&YBB'P87F*] -+!$I]_!*"8[PYRS5F#N('I\S? *Z3 MX@>S=;G6)8R 5"E)9(]GT+-),@PU.9,GYA]FMLPQVY!$]%.+QDDU5V)?NX0; MD:EP2^FX[Z,_8APM1::71-@IC8%
(2PID!]7@KWD%7(I3CB]/8';R0HLCS+(9@&'*YA].!Q8FQ4PFI\]0O9+G+ M-76A7E]):E.S:VTH_C/D.O'W='-C2/N!"Y[QF];8%7@[:2BY0XK*/A-+6P'? MG2:;XGTPL'RS7$YR'[Z!EM[!&QCA258D[A=&]V/I3$(>/"#Q=>E4\#!^R9N\ M.![P!'YQF0P2OF1#SHV!^W4\2_G?
DK[.R8>X*3E3W[^-5;_\!VBPY2AA9Y(YU\@0=34\IAI"ROACQS0Z[_32"B05V\,H09$4604Z,3(9W#/[ZPO6/ M6DVLQ3.!DRQ5\W2#V\/DY$1:HI+0(\7Q3^=8GW8RVR4M;X']*8Z]CHA9;M-] MK6WDQBVTY3]-U0-:U(^NI^A8:M,)V$X+%1AWD7/R;)]LAB/]]E5&B3=7WR
```

1 M?!WC(-7V3S))KJS\|@E>I).I^R0 FA1.KBX(PU\;XB"B[[.$ MRPTBX^Y=KUT!,#&?O8UD0NUFJC_R J.85?RDG$8HQ+/\NHBFSJOAS9*-11OH M+NWQ3W?W_D97[7L8RRC!W#]/L:)RW<>'?$5^5L/;-8'TK8:8%U\|Q.C3#&,3 MTP2C8&^+?#8-O<'1L;O/!?R\"?
KIU>OY+\$_*+TM. (J--*J"C/]WGA/Y9 MW?PS1<+J;,=O<8S_E GZ4*!?CG2Y'V$/_KG=?=R+WW4O]C%!^(?8AG]:3^T$ MBVWRW;7]FQP=>X^.CD='Q\-S=.P].CK^ZHZ./]T)/Z3\5)BF-Z^7/Y_#W&*S7Y69_=U&L_T41W/8_M#MMX^# MM[W3\P_?
8#B+O5WA/?'Z5;O?;Q^^(R]!]L/*L>_G ;N1_+L]#+CNTE$\C!&> MQMW;.0B#G:V=[=#$)/FWAPLN*(I,WNR"^R$CCE\|R7 A#:G^57,EK## (BW) M-&5\CP-OG<8%;E00TCCK:7X=*@B(ZXP)),,%Q%;Q!#G>;9IU[F=R49'03&"P MW$I2+G^!0-EN^-
IL+GF(]ZD=WHUM_^VQ??RS^]DI]F+U^C54]%3H,3 M@@>;*_D&$_C+!BC]WKDEN'&_D[CS-9.(I9GD 6LG,\'-H7?8!_*)#[NP\=] M^)VF\%$>?J-]*%.X;!_>Q=&\]'YM[/DW-%=_>K7=N-PWKL\]=&KKH+6SBAW; M6 MKN1T[>^W=@]^H#.ZNXJ3N+VUW]K>6\6>
[:SD?!WLM9[MKV+'GJ[D=.WOM7;W M?Z S^G05)W%[:Z^UO9(]VUG)7AT\;3U;R8X]7[3]M[?Y(NNY*WE;;6T]; MVRNI)NVLY'P=[+:>K>1T/5W)Z=K?;>WN_$!G="55I.VMW=9*.AMV5G*Z#G9:
MSU:Q7T]7WMEM;*RF!=U9RO@ZV6OLK.5U/5W*Z]K=:.S^2P^CY*D[B]M96 M:VLE?0T[*SE?SYZW]E=RNIZNY'3M/6_M_$@.H^VM59S%Y\];6ROI =E=R>EZ M=M#:7\GIVEO)Z=H[:.W\2 ZC[95TS#Q?21UI=R7G*FOMK^9)6,G9VGO6^]&. MYT]*WN?
[K14]H2LY7<_V6WLK.5U[*SE=>_LU]-J]G]&51(\WVL]7TG_Q^Y* M3M>SO=;>2D[7WDI.U]Y>:_M'M)HSG^=/6\Y7LV.Y*]NK9T];>2G9L57M5 M0Z^M^AE=203(\]W6\Y54DW97[;965*MG:VZVAUU;]C*ZDCO1\I[62 M#OO=E9RM9SNMU3P+*SE;>SL^=FW5#^A*
(D">;[<.5M(#LKN2T_5LN[6:*(&] ME9RNO>T:>FW5S^A*KNWSK=;!2DK@W967[WR^ZN-2>\4E>=L[-. MYPN+."@IVVTEN/2YO;L]M[TG'3OMW4_'ZC7$5N_(W%1_8O^Q_L1C_8F'5W]B M_['^Q&/]B<7W/M:?:!A-0TT)GNG'PA*O'PM+_&"%)59]?QWFT[G6?_!G(@[:
M%T4.R[?&P91"3<>%HL(:>VPL_P5V*AY4,)ORIM'8)](X^]]?&Y5 MD0]>!*?3*LFS\A?LR5D\Q#\>M>5';?GSM>7/T^)NT:QHY_[\^O3H]U?XCW?] M]\>O_@]02P,$% @ F(MS6?8&;OPL,0 ?,@! !, !V:79A:V]R7V5X M,3 M-#
(N:'1M[5WI<]LXEO_N*O\/6&^FRZZB'4L^XFM2Y4-)M.-K):5[^U,7 M)4$V)A2I)BD[GK]^WP& ("4Y-?RX-HC#=$[7U42HZ M:B@3<2YO12L:^]''7WBB+6,U6,]:OWSHN_MBZ,=7*MP3ZTOO?PN[R6C_X.TE M-+BX\#V-I?)KNNH'Z@H:C-75=9IK_^#H?
>/KM>]]%!I;VZP?O#UZ_R.]S3%T M=T]&:8RWAM\,>U$\BF(_5>&5Z-Z)6 YD+,.>%&=^ M05AU>Q ME$.@M"8M_*>)>R)[.2)T]-C7"E/^(DXE4D2Q?!GV*?G@0Q] MY8>B\?=8C6ADI])/. M+U]7%ZW##DSR4Z/5:)X[;<.<6HT/\"U,:4U\/L>1B0MHLO5'LXWD^= \A_=.
MFA_HH<[IGQ.# !J=GMHG>2Z?V[8S<=B"<;;M \WS]2,&KFV^?RF2ZJ!S> 34 M/6ZGIPTSS_^"W^E#]::^_@]@X$[+=',C MXU3U_, P.;0R@^MQ B?F-=T<-(TG7.?D_93?UNI;V+/;6" '0)3:6O&5*1W:
M(6]LP8@S$74BDUZL1JF*PCU#W4X&PA[MO_M'M_3^@XJ35%Q&B<*AB%,%0AC^ M19F=#;9/@^V"C%?\DY^F/IZPPF"E0SUZ^*>%E$06^1F0KV(^S7SUAS/?D9_ M*0XDN0[N1 O6U0^>E?7>.&CLKR?BGT=H$!ZU_S=E>>ST&'"(Y-H/ C'R[Q"$ M*
2H:DC4!_PB_&$TAK_DWV. .FE$>VL41_UQ+P7DE8P#@F&#.!]*(7X8!7>$ M:P@!_18G")X *T6PA0&K^0#$5("8#==6#/Q>&L4B&CBP5Z0T2^PG'"-8PY_[M_ETB;]]5[UK(P!\!EU"/^! B.QCH'4Z 1(%*@!)]B=WQ*!RV&4!O-(-QW+M&
M9H.V\X)D/()9>](ACE_[07C/LS&HV>(.3LR'L)LAD,$G/B"T_@)C&1-M,

0=!;)Y&)Z_S$;Z M5\OC*^(UL]P36(5EMV#9?"=Z%^@S(.:7>K/-^13 %[SVA57DO]2-4*ANY M]L#IA91H2Z(49,I#8B@DBCNJ[Z8;#,\0Y]+059%2Y:"47U"MORXK"P4A YD:
MJ),A,ZJ+#Z^5U5P><-3 02FN8$=U1;#XGBGRH5 /7#R$P0J#]^E._H.4#G64 MHXH8'46 U:@F6B(Y1Z1F8>*IH3J_L/^'M(.EMH-O%7?*_:X:O>OWG M]-;-) MDLY)KQJO+
[3JG)0J#W:5>>I-64N%-E.'[;(MZU7K]8569;M4>U M][INR_J2 M>#E05<;(]F6]RKR^T*IDET(/JI5>OC_(\QDMP@OE\%SJ->P/S@U-9PA=]ZPJ
M2@R'XNLYK!=&26C;=%RGH3::I00SWR3!!"$MZT>O)MG9[XE?'8$ M_8C(.H@I"/&*AS)NA_Q](MFI;G;#DFUZ;+E(&$NB]'*#D8^),.#/5TG"CC+&PO=V]R:W-H M965T$/K,
(@".7M,D8Q,M MXCP?Z3KS(T@QNR(Y9.+-BM 4:.U=P]=<>D MX$FK!;]BV+"]9R0S61+R+ <_@HEFR U! CZ7#EA\K&$.22*- MQ#9>MIY:%5(*]Y]W[M]4[B*7)68P)\E3'/!HH@TT%,
*%PE_()OOL,W'EGX^ M29CZBS;E6L?1D%\P3M*M6.P@C;/R$[]N.>P)A$^SP-P*S$.!]8Z@MQ7T/BJP MM@)+D2E341P\S+$[IF2#J%PMW.2#@JG4(OTXD\>^X%2\C86.NXL(4^C,!+D
MS4DJJHEA=2 7.,VOT1.F%&>NOS\9:QSL15I MJ/O;L+,RK/E.V"&Z)1F/&+K) @CJ>EVD4.5A[O*8F:V&"\BO4,_XBDS#M!KV M,_^XO-<@]]KE'OA"WFV2U[+I5:?
24WZ]=_QN7HJ8OZ'?TR7C5'PU_C01+BVL M9@MY78Q8CGV8:.(^8$#7H+D7G[J.<=V$YYQFWIG,:NBL"IW5YNY.@R"6!8P3 MQ&1M,Q0S5AS66$FP=+*5D[P?
UZYEB_(1];/>9],:\%0V9S*KL;$K-G8KFY^Y M^FJO@?%F(*WR4TO*/J+;=>R^T77J>+TS!:T1<2HB3BL1=?VAO*!^)*_)B;. M41JF9=N]@RSFK7%.+9(SF=60]"LD_78DG/C/G:7Z1?
#W?A&:V)1.3NV(3<@RGO0FO<=R3J,8UYP0M\0.X'"X*A"AJ9MF@<, M6J.?6B!G,JN!&E:@ANTW;!A2"#$'%&>G;QQP*4UV*E< MVL*5R>I[O5(*-%0])Q-
G7&2\;#>JV:JMG:IN[F!^UAW-R^[TGTW9*]]B&@HL M*(&5L#2N^J(T:-E_E@-.&ULK9?;,>)IEIXR.'4/!,P$!SD0X3FO:BTPMA%M#$ MMEQ)'/+VE63C$FHL1(B[9@F#U<0
M8WY%4TCDE05E,19RRI8F3QG@N1;%D>E85M.,,4D,OZO7)LSOTK6(2 (3AO@Z MCC%[ZD-$MSW#-O8+]V2Y$FK!]+LI7L(4Q$,Z87)F%I0YB2'AA":(P:)GW-B= M<4/9:X-
O!+;\8(S426:4/JK)[;QG6&I#$$$H% '+OPT,((H42&[C5\XT"I=* M>#C>TT?Z[/(L,\QA0*/O9"Y6/:-MH#DL\#H2]W3[&?+SZ V&-.+Z%VTS6T]Z M#-=K_,^?)WW4;4\@%#*[9/>Q^?
+W8I4N$79NIKGOERV >%A1/F: M ?IQ,^."R:?;S[)RS8A>.5$]\3L\Q2'T#/E(Y\ V8/COW]A-ZU-9JNN$!77" MAG7"1G7"QC7!GA6,5Q2,5T7W)XQNB'Y]RKY;01I'01F5"AXL%
MZ#9&91')]Q64);*2\:_W?)VPH$[8L$[8J#KN%]95RWU7U@^,7Q2V6\?"+/7F M0?\2 UOJUI2CD*X3D=WBQ6K1_=[HIN]HO6]W!G;)>F!WAF7K(]E%9TWO'[=9
M"WZ'V9(D'$6PD%N09Y:'8UE;FTT$3757-:-"]FAZN))? L"4@;R^H%3L)\I! M\6WA_P902P,$% @ EXMS63E,_!BG" &5L !D
!X;"]W;W)K&ULK9Q=CZ,X&H7_BI5=C6:DV0KF,]14E=0=/D?JV5)7 MS\[%:B]%V/L]7.[YG^4UZX$GYR2;-l]PHWV;;>7[(.%O70?MXKBJ* M.=^S*)D]W-7"K.'N_18Q%'"'S.2'_=
[EKU]Y''Z>C^CLV\'/D?;75$=F#_< M'=B6/_'B]\-C5KZ;GRGK;,^3/$H3DO'-_>P#O0TUHPJH2_PGXJ_YQ6M2->4Y M3;]6;\+U_4RI:L1COBHJ!"O_O/ EC^.*5-;CSP8Z.^>L B]??Z-
[=>/+QCRS MG"_3^(]H7>SN9XL96?,-.\;%Y_0UX$V#Z@JNTCBO_R>OI[*&-2.K8UZD^R:X MK,$^2DY_V5_-%W$10/4K 6H3H'8#M"L!6A.@=0.,*P%Z$Z"/K9+1!!AC,YA-
M@#DV@]4$6&,#%DW 8FR W038M1Q.YZ\^^0XKV,-=EKZ2K"I=TJH7M8+JZ/*< M1TDE]J[>5%FKQCS59/).652KV32R*_)X6Q(_M+UM];KKZK>D?52GPUV-
\0Q3C9Z(JJCY0GZ4_!-[(U2_&NW(HY_XX89HRM5P M=WRX-O1=?E]V__NR!^]]\O?#9PP__H*;RRY"@/%#1T?5%F%PL&R :'()B@ M$/VL$%VJD
^K57I,BKPF'/\:!:I)"I:D'"G!/,N#AEIEV>6J.C%61. M;UQ.'YDS0,)"O:=S53<6EJ:<6R"(R3B+R1C3W9!-ENY+09V&WT,Y_$8\'U*5 ME#9554B8@X2Y2)AG]+1'+4IM?
=%57[^@O2C[QJY* V3M0A!,4)]Y5I\I5=]O M:<'S4FYOUSHQ:?A4N2%ACMD[5YIAJYI..[T8,JDW,JF/3!H@8:'9Z\8TK92X MH@]W8]992)942,M=Q#?$BQ*6K"(6DW]O-
M&*9^2_G_C^F6?_&]*6E#A56TB8 M@X2Y2)B'A/E(6("$A2"8(.7%6S Z9T1N3T4=F#)"P$ 03I&:?I69_W__K#9^J,R3,L?MS*DJ-A6YWI(9, MZHU,ZB.3!DA8"(():J-*N[JGC.K:YX49)-
F9%7+.8UBJDEF)U!+1(43=1> M:Y)0N4LR=6%;CILL0JAA J6Y4)I'^\[*E=7M@9*V8=N6KG1U"#5.4#11AZV__M0N4&2V]62?XF7UCRE3P5:<:V[\PVH78+E.9
:2Z4YD%I/I060&DABB:JN_5O MJ-S D=RM((^0.EN5":1_LF#]4,I?S7[4\'"U)5Z\TIH0X.BB8JKC5Z MJ-SIJ>ZW8B^IW-J1,R9K#VKN0&DNE.9!:3Z4%D!I(8HFJKCU>*CO6\,6KL011-
UUQH^ M=(SC(^TZH9X/E.9 :2Z4YD%I/I060&DABB;>)MV:2.HX$TGFC\L14T4,I3D- M[;+?ZN>*VGL?Y8]$!= VABB:*)'6R5'E3LZ2Y3OIBJ,\?K(^ MH"X.E.9":5Y#$]2D6)9E=-
=ZA@HN%$O1U*[NH-X+BB;JKO5>5+GW\B6+#C$G M7Z0#K)PQ67M0MP5* MJ-%?P89F#:"T$$435=D:*ZK<6!GYD)^<,EFA4)-%'?(GK)X*7&A6;V16'YHU M@-
)"%$W47FNQJ'*+Y5>V+R> 'UD<\V3+Y0ZU'#59@%"G!4ISH30/2O.AM !* M"U$T4M":1Z4YD-I 906HFCB M)B.MBZ+)792PZ0Y)QHKAS4:@%DI#LR^=BAO:L60=:$X72O.@-
!]*"Z"T$$43 ME=F:-YK/UF94/.FH5UVP@M%I]U'G5QH5F]D5A^:-8#20A1-5%UK MW6ARZZ:]V@G2>!TE6_E=$G+:9 U"31PHS872/"C-A]("*"U$T40]7^PB)C=Q MQESV: .[<5&
[:UDLY9DFJQ/Z0 V4YD%I/I060&DABB:JLS6.-+EQ]/[L4Q^: M+W:%"36#H#072O.@-!]*"Z"T$$43A=F:09K<#'I_\FGT^LRAB^RE/,]D;4+- M'BC-@])*"V TD(4[:3-^<4VN7N>;>L]EG-
2VSZG[4+/1_[.'^H=R_N"?H MK4L'CGOTUC_MTMSB3YM&?V+9-DIR$O--F4JYL#?OA_U!+ P04 " "7BW-99AZ/0FT' M !Q(P &0
'AL+W=O]#YW[(&P!NMJ6*\G0_/O;E8VQ$W#@1OV0 M&J%]=K6/M-I=?+L1\H=:,:;)KR1.U5UGI77VOM=3X8HE5%V*C*7PS4+(A&KX M*)<]E4E&(R.4Q#W/<4:]A/*T,
[DU8P]R,)2Q45*)%O<=>[=]X$[0@$SXQMG M&U5J)KB4N1 _\,/'Z*[CH$4L9J%&" K_K=F4Q3$B@1T_2]!.I1,%Z\];], L M'A8SIXI-1?PWC_3JKC/ND(@M:![KKV+S.RL7-
$2\4,3*_"6;8NX)H>YTB(I MA<&"A*?%__17Z8B:P-@Y(."5 MZQ OU2H/],P!T<$!B4 H-C!8:EP/!8@5$I M8,CL%W4FR(Q-F A@^&+B,-#N8I[JQ'+>%;#G)Z\IC/%?N9LU03 M?
PU_%7DW8YKR6)$_J)04>3\G%^2OQQEY=W9^V].@%$5[8:E@6BCP#BAPR6>1 MZI4B?AJQ]"G? V,KB[VMQ1^\5L OH;XDCMLEGN,-]MESA'C_L/CL"'"WZJ"X
MWR[^R#+0[AP4#]K%9RRLC.^W^+)?L=\W>/V#>'--/J9*RSS!+?#]$TP@'S5+ MU#][K/M0H WVHV$0?*\R&K*[#D0YQ>2:=29OW[@CYV8?3S;!9C;!?)M@@26P
M!K^#BM]!&_KD(9?A"N(NR20/V3Y&"_F1D<=;:#UQX5(R_VY[ZSI=K9I.IZFB;8/Y1]@>O MS6HX^JIR]%6KH_U?+,PQ@2!^DL7BR5PQ]TO)6&(RC8BI4/(,\Q]GF\'A[.2 MT?2)
!)#+GFJ!:$I8952ME-*MTHAN](K\C57BCRN6*SAM+W3*T;>OAE[GG.S M':N,-./NS7DA!^[.(",FH F%2A-PCGMUHPC-,@%F&#UB03[+RX*6+2J%)*BR M[AL$9
);4?'(6)A&9+KB;$&^9 S3KG1)OBP6,$DB5DW=)8&HKG*:5G:\L+K[M4O>&QS'8'S+4_8Z?FW2<*!I#.4%"0(9B@9I<'[2=]?M77;@!3-9'TS2G 94TL!!(&= \1SBEY-
A&1XBC4/%LW%FL7P80;M5#@:8573A M>?YON>/Q;!E=#,Z,.SZ_2#"O)S&L"I@#*[F(MN873I]S @87(<$9&HBA"_0X M:O,7"V;*2@*%"^LBCU 1PBFO)<9]?\<5Y)A47(6*3(N*S
M"=)<*0$902KTWFRX'>_4#H!5M%F)5M];P_[+G>5;U1K80FLR6&O?N:T,?F49 M?=IFG,<0V IW,H$VT68EVNL$VM0:V$)K$NCM"/1:"7R$@@#KEX<==W\ =^3[
M9Y;,F=S;AFN'/)E$FV@SJVB^5;3 %EJ3ZEVSU;7;;76MMENMHLVLHOE6T0); M:$V:=SU7M[WI^HSF+@E %[D_F!*UPYU,\|N.;G]TY<#T9A2=657K6T4+;*$U
M&=RU8=WV/FSC4HT%5+ZOM*K:\4ZFL-TZ[-Y0TO^-B"+Q-OV3!<,2.HV*]HNL M+^#,,YT%[*GPE(A<*PT3L050)>Q=] MOG:QJ;"%![4D:Q3I5%?MFD_"M($B8NXX;/Y4=3N)*+8%
C:7.11XA2^&Q<]B M73)_,F)SIC?8;:@UOTR;8"XD4%JT$20S%7VW4@H+YEH1_%V31YQ*SI016H(> M,%)(U1!#/9^8:0K@X_T2C:MWNAXD6W.1*S)E$95K_*T]^?
ZQW%1$T@,)JLWN][1$NVXTMCWO>2BTVG&WBA;80BOX MZM7>%$B87)IW.A0)\6XJ?H*O1JOW1N[-VQ+/QJ?N^UGQ]L<.IG@9Y3.5$)44 MB=D"
()W+*]APLGB_H_B@16;>1Y@+K45B'E>,P@G$"?#]0D#^6WY !=5;-I/_M %!+ P04 " "7BW-9]0%L$QT# !H$0 #0 'AL+W-T>6QE7A_83!YR2.$C:?P;I6:># M$P.
(D:?/(W^*&Z.^V*=VRX\MD7<\=FYQD]?QL%!RF]Z$>(/EI26+[JD8D0D5 M?*HY>!6TY&+MS3TPS)10.C*VKC90%RSU@X>[?@8E;WA*+I5VL7T$_W?:+#\ M-C,0R(5H!?:(-
XR'%36&:7EE)VZQ,SZ"HF9\NZZLPKFFZVZO3[8.[F:#3)7. MF6[#=,G&-!X*5H <+N!M5Q0 :HTH[R#F=*TF=AHU',["T,R;$#3P//XH]
M[E6Q4[$.U$NV0RNH&7H:/P'^73;/O4O;>1%O5/%[93XO[7:DFT./L6O-"KYR M\U71"L#8NS@[K2JQ_B3X7);;;_[9 <=#NO&+%DKS!QL-6F5F#4R3Z)YIPV>[
MEE^:5K=L93;MM"IPS;TWJ/GOYGG.)--4[(JVO?^:L_QBQ&RV:V MX'G.Y*,#SM(;.K6OD7O\=GW."KH4YK8%1V0[_L9ROBRS=M4U)*)9M1U_A>UU MT_;UQ<;B,FDB3)LC_"
M6%A!DF (/(TX@BD #1B2).X, ?0(8@S M9?$6!/D!5](/V!(%BD6=OZ_:I7&0"QEY/3P2W!YI0.TXI+:+J1C]$%)I6M6X M 4BV)8]ISI%"KM0L'C6'TD!$VV-#L%HL/D
N&6:WO606IW.D5XA-/E_G;@2=&A(E@6FD7) MTZ(=I7\=Q_;0T^FO8R*T>EOH^7%H5 J.W&,EC'%BM/XU@LD/['X 4$L#!!0 M ( )>+&PO=V]R:V)O;VLN>&ULQ9E;;],P M%(#_BI4'-
"2@S647!D4J:QF51E?1:CPB-SE=+1*[V$YW^?4,X7T[B\]G)^QNE?RR5^L%NJU*:0;2V=G/:ZYE\#14W;]0&)!Y9*5UQBT5] MW3,;#;PP:P:P!;E;VDWS_J55S(Z,/[?
5\SW?,+RD)NA9)8Z2JN!-R8/\==D6V% M$4M1"GLWB)K]$B)6"2DJ<0_%(.I'S*S5S6>EQ;V2EI?S7*NR'$3Q[L 5:"OR M1]5S![G@2]/46+[\RA%D$!WUL<.5T,8V+9K^.3)N
1OO2K55GT1I08^XA7.M MZHV0UZX;O(N>=QM-'/;;71!/]?^$4:U6(H>1RNL*I-W%44/I *59BXV)F.05 M#*(SM07M[@_/+B\EHN,#" MQ^'%<'HV9AYD0D F'4)^3SS(E(!,.X&
<+W#S93SU(#,",NL0LA7)0P+RL$O(MU(,\(B"/PD+.^!W;&C8#W9PN(E;H&#.JMCTGI M)0[LEPO%I6G8ICC]^DWKXU%BB4.;1565L$UN:2!QY%@<02!S 7ZVB2FQQ('-
M,E]S#:\QZX #K+ GTS1Z&-_?N&Y-RRB]Q('],I&YJH M>.L%I&P2!];)5U>) M@9MQEW%0*AB\9A70>KR43>+ .IG72P_:VS$QMN_+!=3+HD#R^2?GF,',U6*
MOX9'0NDDZ40G[&#A$HUYZ6-27DFZ]$IK$IN0BY8NO=+&I+R2=..5_5/W,2F_ M)(']\FSJ;D>4LDP2V#)/C/816"Y*TUI34X9) AN&G.'N<'U42CU)8/4\E9@> M0NIC4OY)
ON'Q&R_GY2-DL VHO.GO[Y.*1NE@6U$8V8^)F6C-+"-Z#3?BB9E MH[13&[6B27Y$"VPC&O/0QZ1LE :VT9/2W&4D'Y,R41K81"1F^\,I9:(TL(EH MS-
80HBR4!K80N<1E!SXF9:$T]"KHV9E2*Z*4B=+)GH>U4],&66C++B-]NOQ M/S.Y*=>:NW]_M(HHV24!9;1TVOTAMK'I&24!9;1HX5Z.Z8^)B6CK)%1;__# MKH"5D%!,\1(&ZW->YC/-
W&;WC3$[=!\!5G59GF'=I<2T4^S__^W_77[X!5!+ M P04 " "7BW-9[DG=_YX! (&@ &@ 'AL+U]R96QS+W=O?P7UB?+GGV%4YD.=17WAR;V+N=3%>?%/J7FP[FXWH=S&?MU
M$ZKNS+9NSV7JENW.->7Z6.Z"T\%@Y-KG&<5B]CRSM[HVX3\3Z^WVL Z?]?K[M'*KTQV#W4[?'N \A%;U5V>Y"FA?
N0CR^8.&$#3,'S2"H%'^H#$$C?,'32!HDC]H"D'3_$$R0!D'!$DO M6!-H+BOJK01Z*^JM!'HKZJT$>BOJK01Z*^JM!'HK MZJT$>AOJ;01Z&^IM!'H;ZFT$>MO+QQ("O0WU-@*]#?4V
KT-]38"O0WU-@*] M#?4V KT-]38"O3WJ[0GTJ]BW)]#;H]Z>0&^/>OMWZAW3]13BH^>^QON_D^K4 M71L>M[\M[YLOC\H-9P<_?A:_4$L#!!0 ( )>+VUY9# M7\!--
B0BB2W;4'C[.N%':D6C(BIU+K$2[\Z,O=)WR?1M9\@-MG75N%E4>&\> M&'-I0;5RL3;4A)U7T<$A#IU=C2M*XX:A(&)G M'=J=GPT.?:\;LK;,:+!0UK^H.E2Q;<6H?
K_=!VU++&UL4$L! A0#% @ EXMS6=!M2L(#!@ H" !@ M ("!#@@ 'AL+W=O+X" !+"0 & M @(&*%@ >&PO=V]R:W-H965T&UL4$L! A0# M% @ EXMS6?)G[5AU" H"L !@ ("!KAD
'AL+W=O M+&PO=V]R:W-H965T&UL4$L! A0#% @ EXMS67##OVF(M @ Q < !@ ("!:3@ 'AL+W=O+6R4](0 ![+0 & @(&@/0 >&PO=V]R:W-H965T&UL4$L! A0#% @
EXMS6;W&6&O[!0 VPT !D M ("!J$X 'AL+W=O&PO=V]R:W-H M965T+&UL4$L! M A0#% @ EXMS654RET_!!@)A !D ("!+EX 'AL M+W=O&PO=V]R:W-H965T+&UL4$L! A0#% @
EXMS M6;OK]8"Y! .PL !D ("!4W8 'AL+W=OP >&PO=V]R:W-H965T+&UL4$L! A0#% @ EXMS64/I-=72$ MR\ M !D ("!(X@ 'AL+W=O&PO=V]R:W-H965T+K !X;"]W;W)K&UL4$L!
A0#% @ EXMS68("T]%&PO=V]R:W-H965T M+W !X;"]W;W)K&UL4$L! A0# M% @ EXMS61!4W6[[@ *@< !D ("!\;\ 'AL+W=O M&PO=V]R:W-H965T+&UL4$L! A0#% @ EXMS60!L
M 84B!P :C@ !D ("!*M('AL+W=O&PO=V]R:W-H965T+&UL4$L! A0#% @ EXMS62$M+92D P E H !D M ("!4> 'AL+W=O&PO M=V]R:W-H965T+&UL4$L! A0#% @ EXMS69A=H
'AL+W=O&PO=V]R:W-H965T+[Y !X;"]W;W)K&UL4$L! A0#% M @ EXMS66?@IK!M @ G08 !D ("!@ ! 'AL+W=O&PO=V]R:W-H965T+ M&UL4$L! A0#% @ EXMS668>CT)M!P <2,
!D M ("!11X! 'AL+W=O&PO++&PO7W)E;',O M=V]R:V)O;VLN>&UL+G)E;'-02P$"% ,4 " "7BW-9J,J'V:L! !!&@ M$P @ '_+P$ 6T-O;G1E;G1?5'EP97-=+GAM;%!+!08 ,P S -P- #;,0$!
end XML 94 Show.js IDEA: XBRL DOCUMENT // Edgar(tm) Renderer was created by staff of the U.S. Securities and Exchange Commission. Data and content created by government employees within the scope of their employment are not subject to domestic copyright protection. 17 U.S.C. 105. var Show= {};Show.LastAR=null,Show.showAR=function(a,r,w){if(Show.LastAR)Show.hideAR();var e=a;while(e&&e.nodeName!='TABLE')e=e.nextSibling;if(!e||e.nodeName!='TABLE') {var ref=((window)?w.document:document).getElementById(r);if(ref){e=ref.cloneNode(!0); e.removeAttribute('id');a.parentNode.appendChild(e)}} if(e)e.style.display='block';Show.LastAR=e};Show.hideAR=function(){Show.LastAR.style.display='none'};Show.toggleNext=function(a){var e=a;while(e.nodeName!='DIV')e=e.nextSibling;if(!e.style){}else if(!e.style.display){}else{var d,p_;if(e.style.display=='none'){d='block';p='-'}else{d='none';p='+'} e.style.display=d;if(a.textContent){a.textContent=p+a.textContent.substring(1)}else{a.innerText=p+a.innerText.substring(1)}}} XML 95 report.css IDEA: XBRL DOCUMENT /* Updated 2009-11-04 */ /* v2.2.0.24 */ /* DefRef Styles */ .report table.authRefData{ background-color: #def; border: 2px solid #2F4497; font-size: 1em; position: absolute; } .report table.authRefData a { display: block; font-weight: bold; } .report table.authRefData p { margin-top: 0px; } .report table.authRefData .hide { background-color: #2F4497; padding: 1px 3px 0px 0px; text-align: right; } .report table.authRefData .hide a:hover { background-color: #2F4497; } .report table.authRefData .body { height: 150px; overflow: auto; width: 400px; } .report table.authRefData table{ font-size: 1em; } /* Report Styles */ .pl a, .pl a:visited { color: black; text-decoration: none; } /* table */ .report { background-color: white; border: 2px solid #acf; clear: both; color: black; font: normal 8pt Helvetica, Arial, san-serif; margin-bottom: 2em; } .report hr { border: 1px solid #acf; } /* Top labels */ .report th { background-color: #acf; color: black; font-weight: bold; text-align: center; } .report th.void { background-color: transparent; color: #000000; font: bold 10pt Helvetica, Arial, san-serif; text-align: left; } .report .pl { text-align: left; vertical-align: top; white-space: normal; width: 200px; white-space: normal; /* word-wrap: break-word; */ } .report td.pl a.a { cursor: pointer; display: block; width: 200px; overflow: hidden; } .report td.pl div.a { width: 200px; } .report td.pl a:hover { background-color: #ffc; } /* Header rows... */ .report tr.rh { background-color: #acf; color: black; font-weight: bold; } /* Calendars... */ .report .rc { background-color: #f0f0f0; } /* Even rows... */ .report .re, .report .reu { background-color: #def; } .report .reu td { border-bottom: 1px solid black; } /* Odd rows... */ .report .ro, .report .rou { background-color: white; } .report .rou td { border-bottom: 1px solid black; } .report .rou table td, .report .reu table td { border-bottom: 0px solid black; } /* styles for footnote marker */ .report .fn { white-space: nowrap; } /* styles for numeric types */ .report .num, .report .nump { text-align: right; white-space: nowrap; } .report .nump { padding-left: 2em; } .report .nump { padding: 0px 0.4em 0px 2em; } /* styles for text types */ .report .text { text-align: left; white-space: normal; } .report .text .big { margin-bottom: 1em; width: 17em; } .report .text .more { display: none; } .report .text .note { font-style: italic; font-weight: bold; } .report .text .small { width: 10em; } .report sup { font-style: italic; } .report .outerFootnotes { font-size: 1em; } XML 97 FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.3 html 194 278 1 true 61 0 false 4 false false R1.htm 00000001 - Document - Cover Sheet http://vivakor.com/role/Cover Cover Cover 1 false false R2.htm 00000002 - Statement - CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) Sheet http://vivakor.com/role/CondensedConsolidatedBalanceSheets CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) Statements 2 false false R3.htm 00000003 - Statement - CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) (Parenthetical) Sheet http://vivakor.com/role/CondensedConsolidatedBalanceSheetsParenthetical CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED) (Parenthetical) Statements 3 false false R4.htm 00000004 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED) Sheet http://vivakor.com/role/CondensedConsolidatedStatementsOfOperations CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED) Statements 4 false false

R5.htm 00000005 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED) (USD $) Sheet http://vivakor.com/role/CondensedConsolidatedStatementsOfChangesInStockholdersEquityUsd CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED) (USD $) Statements 5 false false R6.htm 00000006 - Statement - CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED) Sheet http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED) Statements 6 false false R7.htm 995410 - Disclosure - Pay vs Performance Disclosure Sheet http://xbrl.sec.gov/ecd/role/PvpDisclosure Pay vs Performance Disclosure Notes 7 false false R8.htm 995445 - Disclosure - Insider Trading Arrangements Sheet http://xbrl.sec.gov/ecd/role/InsiderTradingArrangements Insider Trading Arrangements Notes 8 false false R9.htm 995612 - Disclosure - Basis of Presentation Sheet http://vivakor.com/role/BasisOfPresentation Basis of Presentation Notes 9 false false R10.htm 995613 - 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Share-Based Compensation & Warrants Sheet http://vivakor.com/role/Share-basedCompensationWarrants Share-Based Compensation & Warrants Notes 16 false false R17.htm 995620 - Disclosure - Income Tax Sheet http://vivakor.com/role/IncomeTax Income Tax Notes 17 false false R18.htm 995621 - Disclosure - Related Party Transactions Sheet http://vivakor.com/role/RelatedPartyTransactions Related Party Transactions Notes 18 false false R19.htm 995622 - Disclosure - Subsequent Events Sheet http://vivakor.com/role/SubsequentEvents Subsequent Events Notes 19 false false R20.htm 995623 - Disclosure - Basis of Presentation (Policies) Sheet http://vivakor.com/role/BasisOfPresentationPolicies Basis of Presentation (Policies) Policies 20 false false R21.htm 995624 - Disclosure - Property and Equipment (Tables) Sheet http://vivakor.com/role/PropertyAndEquipmentTables Property and Equipment (Tables) Tables http://vivakor.com/role/PropertyAndEquipment 21 false false R22.htm 995625 - Disclosure - Intangible Assets, Net and Goodwill (Tables) Sheet http://vivakor.com/role/IntangibleAssetsNetAndGoodwillTables Intangible Assets, Net and Goodwill (Tables) Tables http://vivakor.com/role/IntangibleAssetsNetAndGoodwill 22 false false R23.htm 995626 - Disclosure - Accounts Payable and Accrued Expenses (Tables) Sheet http://vivakor.com/role/AccountsPayableAndAccruedExpensesTables Accounts Payable and Accrued Expenses (Tables) Tables http://vivakor.com/role/AccountsPayableAndAccruedExpenses 23 false false R24.htm 995627 - Disclosure - Loans and Notes Payable (Tables) Notes http://vivakor.com/role/LoansAndNotesPayableTables Loans and Notes Payable (Tables) Tables http://vivakor.com/role/LoansAndNotesPayable 24 false false R25.htm 995628 - Disclosure - Share-Based Compensation & Warrants (Tables) Sheet http://vivakor.com/role/Share-basedCompensationWarrantsTables Share-Based Compensation & Warrants (Tables) Tables http://vivakor.com/role/Share-basedCompensationWarrants 25 false false R26.htm 995629 - Disclosure - Basis of Presentation (Details Narrative) Sheet http://vivakor.com/role/BasisOfPresentationDetailsNarrative Basis of Presentation (Details Narrative) Details http://vivakor.com/role/BasisOfPresentationPolicies 26 false false R27.htm 995630 - 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Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": ["r2", "r77"] }, "vivk_CashPaidDuringYearForAbstract": { "xbrltype": "stringItemType", "nsuri": "http://vivakor.com/20240930", "localname": "CashPaidDuringYearForAbstract", "presentation": ["http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows"], "lang": { "en-us": { "role": { "label": "Cash paid during the year for:" } } }, "auth_ref": [] }, "vivk_CavitationDeviceMember": { "xbrltype": "domainItemType", "nsuri": "http://vivakor.com/20240930", "localname": "CavitationDeviceMember", "presentation": ["http://vivakor.com/role/PropertyAndEquipmentDetails"], "lang": { "en-us": { "role": { "label": "Cavitation Device [Member]" } } }, "auth_ref": [] }, "vivk_CedarviewOpportunitiesMasterFundLPMember": { "xbrltype": "domainItemType", "nsuri": "http://vivakor.com/20240930", "localname": "CedarviewOpportunitiesMasterFundLPMember", "presentation": ["http://vivakor.com/role/LoansAndNotesPayableDetails"], "lang": { "en-us": { "role": { "label": "Cedarview Opportunities Master Fund L P [Member]" } } }, "auth_ref": [] }, "ecd_ChangedPeerGroupFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "ChangedPeerGroupFnTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "label": "Changed Peer Group, Footnote" } } }, "auth_ref": ["r567"] }, "srt_ChiefExecutiveOfficerMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ChiefExecutiveOfficerMember", "presentation": ["http://vivakor.com/role/AccountsPayableAndAccruedExpensesDetailsNarrative"], "lang": { "en-us": { "role": { "label": "Chief Executive Officer [Member]" } } }, "auth_ref": ["r624"] }, "srt_ChiefFinancialOfficerMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ChiefFinancialOfficerMember", "presentation": ["http://vivakor.com/role/AccountsPayableAndAccruedExpensesDetailsNarrative", "http://vivakor.com/role/RelatedPartyTransactionsDetailsNarrative"], "lang": { "en-us": { "role": { "label": "Chief Financial Officer [Member]" } } }, "auth_ref": ["r624"] }, "dei_CityAreaCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "CityAreaCode", "presentation": ["http://vivakor.com/role/Cover"], "lang": { "en-us": { "role": { "label": "City Area Code", "documentation": "Area code of city" } } }, "auth_ref": [] }, "us-gaap_ClassOfWarrantOrRightOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ClassOfWarrantOrRightOutstanding", "presentation": ["http://vivakor.com/role/BasisOfPresentationDetailsNarrative"], "lang": { "en-us": { "role": { "label": "Warrants outstanding", "documentation": "Number of warrants or rights outstanding." } } }, "auth_ref": [] }, "ecd_CoSelectedMeasureAmt": { "xbrltype": "decimalItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CoSelectedMeasureAmt", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "label": "Company Selected Measure Amount" } } }, "auth_ref": ["r568"] }, "ecd_CoSelectedMeasureName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CoSelectedMeasureName", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "label": "Company Selected Measure Name" } } }, "auth_ref": ["r568"] }, "us-gaap_CollaborativeArrangementsAndNoncollaborativeArrangementTransactionsLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CollaborativeArrangementsAndNoncollaborativeArrangementTransactionsLineItems", "presentation": ["http://vivakor.com/role/BasisOfPresentationDetailsNarrative"], "lang": { "en-us": { "role": { "label": "Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity." } } }, "auth_ref": ["r61", "r366", "r497"] }, "ecd_CompActuallyPaidVsCoSelectedMeasureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsCoSelectedMeasureTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "label": "Compensation Actually Paid vs. Company Selected Measure" } } }, "auth_ref": ["r573"] }, "ecd_CompActuallyPaidVsNetIncomeTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsNetIncomeTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "label": "Compensation Actually Paid vs. Net Income" } } }, "auth_ref": ["r572"] }, "ecd_CompActuallyPaidVsOtherMeasureTextBlock": { "xbrltype": 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Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element." } } }, "auth_ref": [ "r522" ] }, "dei_EntityCentralIndexKey": { "xbrltype": "centralIndexKeyItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCentralIndexKey", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Central Index Key", "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. 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Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument." } } }, "auth_ref": [] }, "dei_EntityCurrentReportingStatus": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCurrentReportingStatus", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Current Reporting Status", "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": [] }, "dei_EntityDomain": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityDomain", "presentation": [ "http://vivakor.com/role/BasisOfPresentationDetailsNarrative", "http://vivakor.com/role/RelatedPartyTransactionsDetailsNarrative" ], "lang": { "en-us": { "role": { "documentation": "All the names of the entities being reported upon in a document. Any legal structure used to conduct activities or to hold assets. Some examples of such structures are corporations, partnerships, limited liability companies, grantor trusts, and other trusts. This item does not include business and geographical segments which are included in the geographical or business segments domains." } } }, "auth_ref": [] }, "dei_EntityEmergingGrowthCompany": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityEmergingGrowthCompany", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Emerging Growth Company", "documentation": "Indicate if registrant meets the emerging growth company criteria." } } }, "auth_ref": [ "r518" ] }, "dei_EntityExTransitionPeriod": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityExTransitionPeriod", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Elected Not To Use the Extended Transition Period", "documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards." } } }, "auth_ref": [ "r603" ] }, "dei_EntityFileNumber": { "xbrltype": "fileNumberItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFileNumber", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity File Number", "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen." } } }, "auth_ref": [] }, "dei_EntityFilerCategory": { "xbrltype": "filerCategoryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFilerCategory", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Filer Category", "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": [ "r518" ] }, "dei_EntityIncorporationStateCountryCode": { "xbrltype": "edgarStateCountryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityIncorporationStateCountryCode", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Incorporation, State or Country Code", "documentation": "Two-character EDGAR code representing the state or country of incorporation." } } }, "auth_ref": [] }, "dei_EntityInteractiveDataCurrent": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityInteractiveDataCurrent", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Interactive Data Current", "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)." } } }, "auth_ref": [ "r600" ] }, "dei_EntityPrimarySicNumber": { "xbrltype": "sicNumberItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityPrimarySicNumber", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Primary SIC Number", "documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity." } } }, "auth_ref": [ "r541" ] }, "dei_EntityPublicFloat": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityPublicFloat", "crdr": "credit", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Public Float", "documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter." } } }, "auth_ref": [] }, "dei_EntityRegistrantName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityRegistrantName", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Registrant Name", "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC." } } }, "auth_ref": [ "r518" ] }, "dei_EntityShellCompany": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityShellCompany", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Shell Company", "documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act." } } }, "auth_ref": [ "r518" ] }, "dei_EntitySmallBusiness": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntitySmallBusiness", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Small Business", "documentation": "Indicates that the company is a Smaller Reporting Company (SRC)." } } }, "auth_ref": [ "r518" ] }, "dei_EntityTaxIdentificationNumber": { "xbrltype": "employerIdItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityTaxIdentificationNumber", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Tax Identification Number", "documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS." } } }, "auth_ref": [ "r518" ] }, "dei_EntityVoluntaryFilers": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityVoluntaryFilers", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Voluntary Filers", "documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act." } } }, "auth_ref": [] }, "dei_EntityWellKnownSeasonedIssuer": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityWellKnownSeasonedIssuer", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Entity Well-known Seasoned Issuer", "documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A." } } }, "auth_ref": [ "r601" ] }, "us-gaap_EquipmentMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EquipmentMember", "presentation": [ "http://vivakor.com/role/PropertyAndEquipmentDetails" ], "lang": { "en-us": { "role": { "label": "Equipment [Member]", "documentation": "Tangible personal property used to produce goods and services." } } }, "auth_ref": [] }, "us-gaap_EquityAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EquityAbstract", "lang": { "en-us": { "role": { "label": "Equity [Abstract]" } } }, "auth_ref": [] }, "us-gaap_EquityComponentDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EquityComponentDomain", "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfChangesInStockholdersEquityUsd" ], "lang": { "en-us": { 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Examples include, but are not limited to, desks, chairs, tables, and bookcases." } } }, "auth_ref": [] }, "vivk_GainOnDeconsolidationOfVariableInterestEntity": { "xbrltype": "monetaryItemType", "nsuri": "http://vivakor.com/20240930", "localname": "GainOnDeconsolidationOfVariableInterestEntity", "crdr": "credit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": -1.0, "order": 6.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows" ], "lang": { "en-us": { "role": { "negatedLabel": "Gain on deconsolidation of variable interest entity", "label": "GainOnDeconsolidationOfVariableInterestEntity" } } }, "auth_ref": [] }, "us-gaap_GainsLossesOnExtinguishmentOfDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "GainsLossesOnExtinguishmentOfDebt", "crdr": "credit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": -1.0, "order": 3.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows" ], "lang": { "en-us": { "role": { "negatedLabel": "Forgiveness of liabilities", "label": "Gain (Loss) on Extinguishment of Debt", "documentation": "Difference between the fair value of payments made and the carrying amount of debt which is extinguished prior to maturity." } } }, "auth_ref": [ "r6", "r32", "r33" ] }, "us-gaap_GeneralAndAdministrativeExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "GeneralAndAdministrativeExpense", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfOperations": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfOperations" ], "lang": { "en-us": { "role": { "label": "General and administrative", "documentation": "The aggregate total of expenses of managing and administering the affairs of an entity, including affiliates of the reporting entity, which are not directly or indirectly associated with the manufacture, sale or creation of a product or product line." } } }, "auth_ref": [ "r72", "r438" ] }, "us-gaap_Goodwill": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Goodwill", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedBalanceSheets": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 8.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedBalanceSheets" ], "lang": { "en-us": { "role": { "label": "Goodwill", "documentation": "Amount, after accumulated impairment loss, of asset representing future economic benefit arising from other asset acquired in business combination or from joint venture formation or both, that is not individually identified and separately recognized." } } }, "auth_ref": [ "r132", "r208", "r356", "r481", "r482", "r495", "r497", "r629", "r636" ] }, "us-gaap_GoodwillAndIntangibleAssetsDisclosureAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "GoodwillAndIntangibleAssetsDisclosureAbstract", "lang": { "en-us": { "role": { "label": "Goodwill and Intangible Assets Disclosure [Abstract]" } } }, "auth_ref": [] }, "us-gaap_GoodwillAndIntangibleAssetsDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "GoodwillAndIntangibleAssetsDisclosureTextBlock", "presentation": [ "http://vivakor.com/role/IntangibleAssetsNetAndGoodwill" ], "lang": { "en-us": { "role": { "label": "Intangible Assets, Net and Goodwill", "documentation": "The entire disclosure for goodwill and intangible assets." } } }, "auth_ref": [ "r627", "r639" ] }, "us-gaap_GoodwillAndIntangibleAssetsPolicyTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "GoodwillAndIntangibleAssetsPolicyTextBlock", "presentation": [ "http://vivakor.com/role/BasisOfPresentationPolicies" ], "lang": { "en-us": { "role": { "label": "Intangible Assets and Goodwill", "documentation": "Disclosure of accounting policy for goodwill and intangible assets. 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Excludes dividends paid to the noncontrolling interest." } } }, "auth_ref": [ "r16" ] }, "ecd_PeerGroupIssuersFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupIssuersFnTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "Peer Group Issuers, Footnote" } } }, "auth_ref": [ "r567" ] }, "ecd_PeerGroupTotalShareholderRtnAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupTotalShareholderRtnAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "Peer Group Total Shareholder Return Amount" } } }, "auth_ref": [ "r567" ] }, "ecd_PeoActuallyPaidCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoActuallyPaidCompAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "PEO Actually Paid Compensation Amount" } } }, "auth_ref": [ "r566" ] }, "ecd_PeoName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoName", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "PEO Name" } } }, "auth_ref": [ "r569" ] }, "ecd_PeoTotalCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoTotalCompAmt", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "PEO Total Compensation Amount" } } }, "auth_ref": [ "r565" ] }, "ecd_PnsnBnftsAdjFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PnsnBnftsAdjFnTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "label": "Pension Benefits Adjustments, Footnote" } } }, "auth_ref": [ "r566" ] }, "dei_PreCommencementIssuerTenderOffer": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "PreCommencementIssuerTenderOffer", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Pre-commencement Issuer Tender Offer", "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act." } } }, "auth_ref": [ "r523" ] }, "dei_PreCommencementTenderOffer": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "PreCommencementTenderOffer", "presentation": [ "http://vivakor.com/role/Cover" ], "lang": { "en-us": { "role": { "label": "Pre-commencement Tender Offer", "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act." } } }, "auth_ref": [ "r525" ] }, "us-gaap_PreferredStockParOrStatedValuePerShare": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockParOrStatedValuePerShare", "presentation": [ "http://vivakor.com/role/CondensedConsolidatedBalanceSheetsParenthetical", "http://vivakor.com/role/SubsequentEventsDetailsNarrative" ], "lang": { "en-us": { "role": { "label": "Preferred stock, par value", "documentation": "Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer." } } }, "auth_ref": [ "r60", "r249" ] }, "us-gaap_PreferredStockSharesAuthorized": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesAuthorized", "presentation": [ "http://vivakor.com/role/CondensedConsolidatedBalanceSheetsParenthetical" ], "lang": { "en-us": { "role": { "label": "Preferred stock shares authorized", "documentation": "The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws." } } }, "auth_ref": [ "r60", "r415" ] }, "us-gaap_PreferredStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesOutstanding", "presentation": [ "http://vivakor.com/role/CondensedConsolidatedBalanceSheetsParenthetical" ], "lang": { "en-us": { "role": { "label": "Preferred stock shares outstanding", "documentation": "Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. 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Note: elements for number of nonredeemable preferred shares, par value and other disclosure concepts are in another section within stockholders' equity." } } }, "auth_ref": [ "r60", "r365", "r497" ] }, "us-gaap_PrepaidExpenseCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PrepaidExpenseCurrent", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedBalanceSheets" ], "lang": { "en-us": { "role": { "label": "Prepaid expenses", "documentation": "Amount of asset related to consideration paid in advance for costs that provide economic benefits within a future period of one year or the normal operating cycle, if longer." } } }, "auth_ref": [ "r136", "r205", "r206", "r471" ] }, "us-gaap_ProceedsFromIssuanceOrSaleOfEquity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProceedsFromIssuanceOrSaleOfEquity", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows" ], "lang": { "en-us": { "role": { "label": "Proceeds from sale of common stock", "documentation": "The cash inflow from the issuance of common stock, preferred stock, treasury stock, stock options, and other types of equity." } } }, "auth_ref": [ "r3", "r396" ] }, "vivk_ProceedsFromLoansAndNotesPayableRelatedParty": { "xbrltype": "monetaryItemType", "nsuri": "http://vivakor.com/20240930", "localname": "ProceedsFromLoansAndNotesPayableRelatedParty", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows" ], "lang": { "en-us": { "role": { "label": "Proceeds from loans and notes payable- related party" } } }, "auth_ref": [] }, "us-gaap_ProceedsFromNotesPayable": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProceedsFromNotesPayable", "crdr": "debit", "calculation": { "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfCashFlows" ], "lang": { "en-us": { "role": { "label": "Proceeds from loans and notes payable", "documentation": "The cash inflow from a borrowing supported by a written promise to pay an obligation." } } }, "auth_ref": [ "r15" ] }, "vivk_ProceedsFromPromissoryNote": { "xbrltype": "monetaryItemType", "nsuri": "http://vivakor.com/20240930", "localname": "ProceedsFromPromissoryNote", "crdr": "credit", "presentation": [ "http://vivakor.com/role/SubsequentEventsDetailsNarrative" ], "lang": { "en-us": { "role": { "label": "Proceeds from promissory note" } } }, "auth_ref": [] }, "srt_ProductOrServiceAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ProductOrServiceAxis", "presentation": [ "http://vivakor.com/role/BasisOfPresentationDetailsNarrative", "http://vivakor.com/role/CondensedConsolidatedStatementsOfOperations", "http://vivakor.com/role/RelatedPartyTransactionsDetailsNarrative" ], "lang": { "en-us": { "role": { "label": "Product and Service [Axis]" } } }, "auth_ref": [ "r198", "r353", "r380", "r381", "r382", "r383", "r384", "r385", "r386", "r468", "r489", "r498", "r500", "r501", "r503", "r504", "r646", "r647", "r651", "r666", "r667", "r668", "r669", "r670", "r671", "r672", "r673", "r674", "r675", "r676", "r677", "r678", "r679", "r680", "r681", "r682", "r683", "r684", "r685", "r686", "r687", "r688", "r689", "r690", "r691", "r692", "r693", "r694" ] }, "vivk_ProductRevenueRelatedPartyMember": { "xbrltype": "domainItemType", "nsuri": "http://vivakor.com/20240930", "localname": "ProductRevenueRelatedPartyMember", "presentation": [ "http://vivakor.com/role/CondensedConsolidatedStatementsOfOperations" ], "lang": { "en-us": { "role": { "label": "Product revenue - 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Includes, but is not limited to, work of art, historical treasure, and similar asset classified as collections." } } }, "auth_ref": [ "r82", "r116", "r119", "r120" ] }, "us-gaap_PropertyPlantAndEquipmentGross": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentGross", "crdr": "debit", "presentation": [ "http://vivakor.com/role/PropertyAndEquipmentDetails" ], "lang": { "en-us": { "role": { "label": "Gross Carrying Amount", "documentation": "Amount before accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures." } } }, "auth_ref": [ "r83", "r130", "r373" ] }, "us-gaap_PropertyPlantAndEquipmentLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentLineItems", "presentation": [ "http://vivakor.com/role/PropertyAndEquipmentDetails" ], "lang": { "en-us": { "role": { "label": "Property, Plant and Equipment [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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MQ&6D^K7.1<@PA\M(]9 M?F[JB^/G4C2A^).+.V8R>,S$QQ[K]\1:N(B+CYU<[>F@7QC_)GC/>DPH,N, M/JF\XC*]:5_VFS70#[BV*9HKB1P"IA[81=;'*UJPXD;!9)K)(>$M],AF? 68SM,T.3&4*,L;U;9.+"14#Q MUU%'578@AQE_&Y-TBZ&1T9M 0TK08FAD&I<6MF:P&,U$;W_GX^_4$4S^,6@4 MJ#B^,/%Z(1W;90O1YP]WQ$T0GR1$GR!+FXMP49D0? 27BKA@)$V8)\9<6IET(M2\"%XB],W#&3@6,F(?ZRQCVQ%BKB$N(OBMP/3 /YQOA+*O>DPX NDTG*9<8M MMB7@2]*O$DV7E^ >@XFY+5W;'(1T#%F9'(AC_UF9'HAGYFR\>0%(_-^QJ"H# M96J"K9'MLIS@J*MW'Q7#:Z_11,V;C3=OEC@/PE1GZH1(#-;94] ,/GZ8; MTF-7^&:5OH96D21XKSR3&QQ@@?*,)-D$$.$6=,N.4ZMS^0UM(",JFR46_QE MW8A>T7QL&:B2,/VE(CFA,,P:C0052/P0R'0T@9:HV$#;0[.=*'S-C&ZD.(!< M2U1L-[*%9OL8&4@FL$S[4R.Z?:.O,=U":WTX4O4)F(U%0>4<@/+8PS 1^$>(!%)909F*OW?)#C75!M C*K/G2, T81QP!\FG?=B+GXSL4FS&FE6J]6NJ#W57T>BAK9U!.$J@;G67<:90;F*.MUP/0&@Q@7 09@]B ?.@P(3,W"7WU_73TZ?MP!Y^^9^W]T;=.622G?C4X;[PU M]>>Q.9UCZNH]>X:T@)GYX$I, ;^)W$!#UWTHBN^HMU*T N:O\!]% MJZN]XITLT4Q\OOJ6IB]01>-9 2^MT0C:+'HYRN\5$Z!B-R[$F7]_ZD1I;?'9M M)BR]%Z*] NT! -0RBZ;<(>O* (Q?HXY$87>BPIN :OHV*R;FZO> 9X*OU3\W MNS F@5VA4;U\;,,:@G8A?0#(XU],%I=,R^V5%]&0IQU75_9VI0W-:5$(N9^= MJW7+6^QLK'VR O-HAF+R!U >'J"'"L_ $!] _148DF*"6P,.!\D+8&60O$WX M!?G<6V &MXE:SJI:O-^J1L#H,"/$N=I:7.JU)2Z1:=3]L,PY2C >1TIAOV$ M_:AYM4*:CIK=K9(S? KS5Z]^KL9T7(1,V.^,ONCYCR2"$V9Y"03PJL@PT^"N2 MBMWI #086-K?]XKV=&9*CV HPL<1K_;OCP9Z,AL"@AP5)FE/KZ;4)G.U]9D M! (5I*D.8W[M>L_1DYU6F/C:F;X(7(>]5LZDP;*8VS PY!\SO G;;P>S#^<>* MC+X8*_@;"8@78^6-3H[/7UY>?EH NGC@_Y\6FU\.SFG*(KF>*!(<9]/5V^> MO^S4ZVW3=XUL3:^18%IP;*W!0?9\P+?LOF/VL?OM ML\^FHO05[WR IVGX)S\B5334PV.=+VB?/W_Z39+"R1G>EH2SA)SDA3/++O,H MG"GM*0C'[]S&_(AIU6<5L^.S_';G-N5B6TL.V2MO<%%VZDG<4?B\S!RLH><3#ITW\,2 M_"R@YQLY8;,EJ-@Y&0',7F.NIBU. M.!VNQA<;,'@?BQJWIB#U>$K?O/!\PZ[_$Q^[UCX;(@S'PI7/+*;IJ37W+2B M? ISV[#_MV:FR<=]3O;IG9R#;4\6TIZ=VSQ.>[*0]NQ<[3CMR5K;LP,(X F- M+$?VJ2=V>$(C.Y']CI6-(_LL1O8[@&.[+,.1V>_8YG%DGXW(?L=JQY%]IB+[MW4 @EQ,.J0LGS"'6AVL>64UIF+2S7@9/;&0F[=FYLG';D[VT9V<@P&E/%M*> MG=L\3GNRD/;L7.TX[($:/\)4/;7ZJ[#!R=0>TJ@ M\@P6G(!E) '+(XAP K>W!"Z/<,$)X- X3P#S#!B>0F4@@SN2^._HCS,K#); 8,&9548S]SR "&=6F<664K ML\H9;'!FE;W,*JL0\MX&'6=6V8(-S]PRF5EE"$*+S<1Q/I6M?&IYNW2W^^E/92Q[GOQG9 M7F+GRL;Y3$;RF7V .8N9+!S$.#((@N1_153H/G9*'BO/(LC\Q&B(K\F81H6#&?'"-LCT; F37$(7(/>*HO[M2VB1X%/0K,=LY](6N?<_-+AOYU:X,E+-K\""J=9M8MV+G?.5LSG)I;\@=+@A' MEF",\FWL&^"PPMW>0')^Q9?^ZW<[H@K,-G@&VA@TP51*B]](#1U@5&$@ 25B MB"AO;"OFM&(P@U;5&,N@I:C3Y^077XO:R]_%Y,+H$F/01%%X6@ZQ(.6W%7PQ M,>E.1F"EF+-948D0A$;.6T.7QV+5,CK >%8D]TCK"0)LACLTPZ9HC0U1O1+-`M:P7F!?(!9+G8$,,,H@\,L"D&W'Q)DE Z ;$D 1A4[%40S1J[+_KLRJ,R1# Y M':XMWHA_=&.N:W? %=0T"V @#KB;!1HB-\.",,%M-SKL)2H_5 H\L'LV#^>5L M#,3FA\WOD,PO9Z,?5-DS,"P%QDY-W0+FK3A9Q%%Y-J(*?*JL]&-+>08=((T- MQ5* 67^5U+$,9"07-)\\MFRLM@:SSH%;8'0>10-<3+P?L-I=MD%Z> 0(N@$# MAN"A03 G7G#6&(UZQ5HCI :SHLEWFF*:XVF/<.5%-&3SRA#AX^0N'&8_ TJE M9=P:X%G1QV9I.%+U"0 '$'>DBE>G"SLY06/O&FQW) QM#.VC\MHKPK[0X.^. M .T6RE#.L8JZDC"HHX,ZG(BQIX[CJ3&<,9SSZ)V[CXHAWZ)>U?PCLPU4*#6'-MFRZ$B2E*- H8N)NYOW/6H%>;Q"]RT.OER#"W9&AL VN2E\HI^.@!W=FOH4$;6 MY%,%@@-RAA8QC-#CO"JH_B+8)71VNS;9:>#&(,@N"%,:N-/?H^ >/"]2>G2* M7V,]6"P>*_N(+'LNDB/3]@K? QV+,6-U'8=W37&\FHB-1MIWB+?-\Z':-%,U?M1>, :HB\53=0D< U$$[25AT>K-,@S0<4TP;%X=%OW6\5P)';X9!L.5:._P0 MS4=;6]>BI*AVE?V88.#+_1%X ZS^3*E_U!9? %9\59Q*N:M"BS&/2O3?O1V+W M6/$94?RN+;X-U24K-O=08A(P345[N-,4BSXF"&R3PI%X 0R&#(,A,YZ!P6!8 M2.'8/0,&P_[!D!G/T)F8%AA6,"1697'L7@(#(UO R)C'N,# 6)4%]A@8&%D" MQL[G(:K5:E?4GNJO(]&6Z#$AP8?Y(_$)6)694?VNK;[^:AG. HPND!XU7=4? M)K>B!0YB$=2E GTYN%;>@=S0H!P?I,)^>X;9O)@X^Y^HHNE>U+15'$?B$3 L M<@&++'@+C >W'(]8/V@9 (N_8(%0D&5@:09UNY5I'A05 B1SE,;!\&D?@& M#@G.0R(]+^%WME!^#M?*\'D]*RI8.*Q>]5$!@_HKD.R-&EJ#@2(!(]^&AC:F M["J6"CEI.++RK,AC477,R3ZURY_,0W>N6-G[5_;.@JNYLITP>454CT+9WMP> MJF6O'K8F&FC[LELX@"JFJ1L3>P?*BB:O;DJ97PS,PJAK77NP@#&L@;ZU4HT- M*85#Q<;JB8P8& !G!QJXS*^/#:G!!)?&?IX='U=15(X,"AL9OI(O +6?%8T MOW:,MWL61/5BK$A/5S?5Pl;X)[/'8N-8TT=BTO?J&+05^0%ZK#]] J71V*Q6+>;!=?X3^*5E=5Y,!G2M?X M/!+;Q?HI,/NM EDTGA7PTAJ=,,::Z&@:(5Y?0YUN3KVX-6>U#VC\3<3,1JR MC(=C^VZ\2"B#06!JMLK?0\]|_)G^'$CL'VM\WQK?^1RYI*1 >P#@BZB2[%Y MZ!KW9_A(;!QK?-\;W!6- =R"QVB_5Z,/9:*M#E_*S(7@8]HCU5X0@%N1?X2#:4Q4.7V#8O H'T9Z"<*9; M'MC0M+<\L'!BF/R(R5PYY;X4X91[Q/'BW4EO>;!Z)&K'TJ6GUN@PFBHK+Z(A MKQ]_NL;CP0U("NAYY;S=- Q5G/*;EZU_-";G.Q$H>EM=H(A<8 1!H/=^MZ4 MR^QR#RALP_MSZ]'VL$K9K6-(!#.@2\NM^^W^AM6<(\M/;_>Z*3B8.3CPZ+]/ M<# 1P,&D#0YW*ICG?2.CI5(!%.IRDN41D"Q#S*_1V3O(Z6.THFP$)3UIBL.E MI:EN_G!ZO6GQ.D9"_K/]M0W"#GUCN/UO^K:#R5BLTT-+DWS'8ZS=XQN/?8MF M&!.9Z5A3QH2OG_A1M8\]5<(05[],1M2>891KB0XXW@12!M. D:,MX:NCR6K);1 -:;5(BWU!*W*$5NL0 X+@ .HP)ECSWG,&,2 ^"L,! M>X?58PXU&8C/>HY/V_#'PS)OV#\$\@\8$$? F(=P-SS0W7W L#H$Y7Z"77S!L M*9)[L;F_NBI20*HU.'X^!F!=[WU0X",,"FZ$!#Y#AG%Q<',KSKH9%1^ZEHU3 MUY N4G7XQ;G#AS_QOCL-Y%OK&VS;A]-]NOUB!+>/E)>]VV? HV!,ZEOV!6\^I M3ZSC52G_[!)=#;M*.)>&F,7+ M%[C. P'2V #R\JF5!^U?-G"\MU'$5DF:!H5 Q6#M9T;[*W["5DIX/Y%N._82 M9NAB;IUP1.'2Q82$B[8^M25[UZFM"G$(1!/B\5P0=8ZABV?PDMFC9E\M/1\] MR_OAG4?1 *;?\Z?,V!=$? $D[=,I?;FOBY0=&=S/ 2&,.GK?07!>5\ES^,9 MKC?6@ 9-6]ORSJWR6'VIQV-G7[O9WR[&6_B*S5H:P1\#Z>BS\GIF -4^I,9\ M5$;$)IN&PQ,,,2B9$'KHAG^A+#TZ6>Z;FG0VZ'/6>KD--@C&%KP? 13YH(_MHA3[$8S?(_BMCWB57QD%28YF(- M1GS(CA/>6*%,6PA#"%[<\Y=1^C*F/#0F8 M\!/[@T<@RL@U?CZ%F#O_YY]_/H\(TYJHT,<.H.,Y(VAJ9!%=.""';1!.\$&U] M*&]D\P%)=*"_&GPBAJ+QH&AG!'5R_K__H07]T^? 3$7S6Y_\I%(A+!:CR&=$> MJZ!P*SX HE X_PS?-7O+BR);C^@UU+N3ZI=$#HVV\A^QCZZ(RX4$7IB6 @)::N M*O(G8OIE7]=@S#'[GEY\CV@OF,H,.$.?+LA"3$[_]R+N= (FZ9&40YU&?".3Y M"Z*J/.!?)8 J&%!(_?.I9J-KQ&=;J5:[WP^[9^G^>).O7K7;G0:]0Y1.=:(^M^L_JETKSJDY46SQE\ZO+?VL?]18"B>*R?TUO3U98Y$ MS?W4&3 YA$S(WF6K? 4,X5R%W#FVZ52:*/2 #15"HZ=(8A88HZ.Q)*)*@:(KN M]>R?RBS5>_NJ?S=OM2^U;]8#?!RT:4W7[%-D8A\\ "]PFH3B*4O9AI.G"C- M=D?09; GA";B* O-H.O?:W(.@YCOMM]8O -J)%^]JAC^F>M+*0-]A.1,T2[3:\,V_ES\0K4NB^Z5.N)S W %4]EWT-5UFN=S8(K0YQ2"L1T#, MA4?RG]C]>NEN:!]JKOH:P7,,6*%RZG"X30ZGVZXT.PW;K1R[QUF(M,^9R4"\/]&;_P?!]\4N.:*OJ0U3Y0GP-%!40VACYF3-B*:"QIY6!I#LG))\1 M8^AN8>JI@77KN)A:A].Z=PF?V1P[BR]\K$) ^4&X&9K/_!O.H1.*?HAOIJS38 M-;8"1S,EP=>!YLN/;@M/(ZN17E)C&SS8YV-K%H_]5;EK?'CRU6W4WYFHL=3 M2ZHLK:MRF8Z3_O&?>5;JTT2C6;U8Q"5)A7B>JOC?:T5$FI33>@#PIA32X@F M88Z A&J9,]% 05LF(3W:0V<8V 8.X'49Q!0%U;"BFK$AV(*.T _E6'1M4HVV\-2A?*/IZ)7*L!\5OX M9;SYG5C/MS%9A3^VC*[^ MHGFSV*YP%T]?^D"EA&189'U97)!R,%F>_66<0LC'D63? *M MOR70KM&@^OU'/QG^.%_^5N@Y.>_^3"!XVF3U02.J>,^.PBGO<'G1,(OV@LBM M#H-B],XD3DJE_A>X0/3> MSS$CWUXQ@.AO9T/U? E"\5UL_DIGC9);JV^[7GYR7T=2RIUE]6!M99H/FM0Y5 M>_NH:QLKE7JE<5G_T W3]9;2X6*I4KE* TS"2G2!$;C=%"]DH1%N>U__U,"M*>$G$UZG@A&BF$"-4 96&;0THDQ34(+^MV7NDTJU#S7V=# M7_I6^/Y2-Z!N;320=FD'_B).7:NHR:,/!HH)04*@640H]0&J'VH/ +HX%'(0 M,*:R",>VDFAHI@&RZ M(323=<9M-%1A&N(MB.V)\.^KKV'D1<6;3*X;4[G=,"KXW8)72->'A6(X87S MVGODI]D9]$8'PP=AG+(Z^C&&?&?:K5>0IP,UNTP2ZZF!GI",WW;AKVCI*M6 MZ)2_;#<7P^B3&TM1TM(DX"H-),:T-=2$?5 !2?R7^DA1-#$2#>)95,? -W9* M/O\,*>7TJKT]7OJ2C]V)_'6-?OG]D6XO)-$@4M&UTOS5$L$V#.]WI Z0ZN3 M7;'>^M1],9C&5R.&6.[^]JO)34\BI^DU,\E27M;MIO'DO O#O:9HRN)?Q\]) M&]%X A9Q?5W=5"$EWD]OJHHCQ8)ALW-;SA+U>;",]L.0T$Q6?P+C?(@#% .]X M@B,0L*>U4$SLZC9X3W\@'D73[NB1'5%5IXD!BK3_CA449\/PN@^F%\!G+H?: M+)H%AKU-!%R&.]0{N'1E G880C.$W?IH$N_A\R H M"',!TSS44=]#X2S8 K>(U]K#+R(RZ3:K4GV55-&/1\TP%]^+'!XS'IY? M>%6IT(SS5,H,'7GI=.%2T%DHZ W=TG7!\?1+M? 2G';W!/]AR4%;PP.X:E=N6 M@QYJCFP^PN1KAF3B/<2GG<*Q?M)-'XHT@]1<<@&7BEVH.:K/]MKZJ:)I9X$]B31M .(% M_6^S_IPY2'MRPMD0JS6V;+\#'5!/;3@JI>%_O3=3- KN7#WWZ\F;1"G=IE[:@ MMULK]&YX[LF2WA=[.=++PSXI&2\NZU\9#6;=D("DPI#LAIC^8_YXTFI2UK2G;_0%$TD46'Q4 MF^961]Z6!,^6!==61]G9RLCU&O2"3_#ZOV.@H7"- _D2T1G;=[@P]=SHFVB38 M<>*Z,'S'=;?2"2-KE9.L):R3<@M^-!7[.F<&$)*20!-_M!8ID9(LH)#=ST?N_T*WL'&U9M;+..MT-H^?P=E9R]EB)_D;U9Q6);G=MZN]&J M$?5F#6W05;_MUF\NZFW7IBLYV16@?]ZM7%S7T78;U5:S6V]VD]HH[-CKV1[M M&)?V?\N:4,'_BM0#ET=*/;@Z8@8T["32J.A%E/'0?\]0',F@D)'G/[A,#5Z!PL5_3](@(M#F$[HFU8H/4L(O%HH #V/N*/0EO%WT+G3C0^$!>-9]59;52NX2^&AIA*U[\ M4$QC1=ZLWW3'AAB$C&T(H5//Q0]4'DQJ39HO .8#1^^E="]YMDP(70U8;.XIH M5#=**!5"]R>BS;">0[N_.X=NK_47-Z2OV-.SALP;"7HCXYGVXEF.XUX#PG- MCQ C[&7;=F-@OL5UR$Y[QVXJXV#.NRQ"!-,'X)SSKJWTW#"+ENZ@YZ&9._B3 MG1#9G2L7HBJB]:R=1P L$VV65V+GCIU[DPD[]+ SGU/VDK/N7.^SGT1<".OWAH!9Z.1Q;J<+GP,L%UY M4[$ <>,L@7 :0 P& 70U"P73Z#??Z\&$[>98%=?IZTE9[+YP.Z_*K= M.&6BYBJ[L>515V5@F--6$;+ ^=ZQ8$SP:A+(Q%H\&\!V)3>9<%'@WRI*WT1@,A MZ&@@FH_$I:J_+!( ].C]7\AA1W\@YI)W66!'GR=M!>?HBV@]@ 7IL'3"Q^-[MS;8>C\OFL_(W:NZ.4:K.<6^/K9F>VVV%?,I MWT+=6D/'@?JA8#[OLCAB'TY34Q_.81_N+R$8<%N&KCIG@]P:N@1DY++S+3'L MH#.M'NR@L^Z@] [&^DIZOKVQ)\%K=+_5V"HLK,ZQIMHB=$G9*F9!%-IW2,]& MO.HQ@(2NP8.H.N&BO+V#4:"]3S+HMC=LWLS#57L& V%Q&]KO)HPS[= MP&X9N^5\H#COLCAFM\SAAHCM$KK37.<2=T05V%T-TR4JKJVA41GVSK1/!YV& MUX?NQ$O8B1\(Z;NBV-VXCQN>-@NH1H8B'9#VMT(<<'-$4W7,X[WY+,ZJAQ M9]JA*

#OOLCAF1RW@KH;M$KI!"_\ZX@# X-K5B)9OB6$'G6GU8 >-'31R/\6I M@^:Q@_:74,L^0ZFA.8?)*+J6;UEM76Q-8==\(%#.NRR.V37/ENX)V#7[2ZC^ M^JCTE4/?Q9K#+
<"'@N"\RR*;'GDO+<#ED_-.XZI9Z=ZUZYW#;_GE5N>^4CG" M=\-I?B.QE!_J_U%V#8K_M$-,4A<"34U)$$E*4#]F9WVD<] M'L[)?YX^>4FLZT*=G;GM>EEA(X5=7*V[77VM=,C+)?
XBWDL\%9PI,L%\F/S M4UVG1T5->7)6-! %OR.C^O'/1#Y '89E8R9W9B[W1)4[;0AWZ;#3K<#/%FJP=_SD[(9JF+GGW>M3*I3;ZW&WKM2Q^&
MI.,A?,_$ON1LL1L8=+2!Q$&\OVM6[FK0L&L?(L2WOL>(+ATWNGJFJ'<8&"*- M#)@L;3BQ;348]@QZ-P7"@1XPUQU7+KM.GK^^^3'^9R@/CSX/ M#//V),DO(?)9&O[IO?U2+R9?
1^V+WW4Q#?(]4CN_O&'UN7[LEW%"T!T.48> M$!>],[,W>.9,_S-+)X>A4RRYKDF<[(QW7"==AJ1Y=FIQNO[P'[N&Z?GTY.9 M XK"DV\/ B+DFX:"9_KC5F:C3.'$ M+N@&-*"E^-
G^6@:2[NP1>$9 DH&A*AH,HBJ=CCO^]2GN+;UO:RDPCGEON7]\[M%)$X 8?%KK=54&M641T;!@3IPC@H&II'^\O]\]7?>WVB1S&/>"[)IM89WE* M/R':W)PE')G.3Q/-
_9>8*;DP@PZ7:"BR>@?M&CG6531WM,5JRH:Q@0J\5Y4 MQP!BB>AF+UK0;8WAO?NKNV?O=OKN6'?;K:[0=X%X5WG@A#)RJ@!4D2^@$L MV/84<+ 3N>=7>;WPOYMN*;_S]!R?
E=.AK%MPX%&& MHGI"3"\P[?K%6%.X](JVD@2-&O+;,/$!W+?5T$36%/GO>(PP)>G7^7G MTM?+BR@.8X=%HQE/A#%G:F<^?C/:-DD[A)V7(]MYF29+93X8R/8^7B8L2T^#
MY:FHLF1(CB^1199*0)K>=LKV@#0VH3UYF6D;J.C0B5O1L"8KAGIC=!]^#']4 MOT_^9'1D#V2S!?BSS2-\,F1RS[![5IZ?/##G5D-P"^:9J*BCV2()'Y!K"XXJ M2F\#9B.+LLB15(E-
S7PYUS![:X"1J,CUUQ$Z-\9[?&W_%2KM%\I\K92R/;Y. MF2& PXV9D0'!4\8A;)*/"J0237(E+M@-Q EJ(,%.20IO5)">8%!I!AEG -/U94>S4U_&X\ M!/*L3&-?
Z6PAC^YL?'AJ/O]]FNW_%V6Z#.%+ M2I$'):C<,LD+AQ&C[U\]WFXJ<@+%E7FRQ*3GIXHN/]70GB&_NC&!>LN,QW%(-;M "'=F@2W!D*P4LK671 IN$Z+R-37
9F[WD%;>4FJ/3L19HM;G7D93TEZ MWK4!1MM:,D)A,LS# F%V7;$AK)Z+/HP+1VE$KS=C>1\SB: MI.D229=*:2G-VPW5_29_T:1O%[H@RW%!R!7)H-M[XW[_^%-_T";=O^6=C_YL
M,;8#ZNJ6J!+2T@3Q$6 ZJ@^*/*,$!T^!ACXHX "*?5!8?7F[G\BI'P_=#T4* M7&KZ"MQ-N+?>JKW'O\?3/L*L!K\HN#I[.N!@Y;4]*>K[&-YO9;>H6<$V" MK9K>M=F02N9C7XTR)
[0GGVVSE)WF"WNZ<47,(0PP\OPBPU P^@J83&34! /+ MSMO\(N?/#,V2M)"$[+P-D%^:F]5'$-B36U74K(HFHSZP$7(T3MW5;8["%XF_ M_,[U[Y_4C(^$,Z;L#DDPXX@D-
&!EQ*MO$GL(\XP\X\B42)8K!8^W,VJAD<7I M;;&1LTT&#C/E,LG2 5L8H_5#+4)6R*QH0?NX!J()VDA"K<&=Z4PDK5AM\ZG) MC]]N)I<7>RW=AC-@FR5TT,+8!-
,B28'09US#B\3L=%YL5$8(6XX\+4>33(DE MV6*^!]OHXO2TY5+DU($F>1;U8Z07 -<6 ?"U(J%>D\J# 8#WJ&O=U/]8S2*X M_D-G?-2=\D*(,V;,+(RX=A#G(>;@EEF*WJ]
(\@)%%JDDVNQR(D%O8XS>ID@* M/$VR3!(-9KY-!S-C;$!N5!5(UEA49Q'%ND&.ZT_7XOV/]D23\C.@NEDC1E/> M,F.>/H(/8:*1I[T8U+Y(DQ17SK^-
AA&CMYU&SR=8DF.+T%C3,U1WS?9*U^47 M15573//^_O<5W>U?"D4^TV.ES]S@C*LCF%^:L1K"Q*-W%7)DN<21Q: 5%3P7
M&$)7WGXD>BZ3NJZVE\2,NT^L#U+HRM6[EXGUI]QE"@\L4$_CHMA/O*+ M!H00C0?3^\(BSKZ-D/5Q7P7!5[.&?%2(N>S@GJ8<>=ZDR) \QY)%.F#NZ"GJ MF+[FD-
7EZ6S*D=.S(NHWY\DB%S_BZ*N6&T'N'\S>6JFMH<3?V M:W+'TJ6G1UV%)F0ZQ\VZM@-*;YCQW(PG@>W> ^X.=-VH7#2N&]U&O4-4FC6B MTVU5OWUI7=?J[<[__J?
$T,5/1/W[7:/[*_,*SS)MH<#HO>%.Z>KY[8>E/=S_ MSG8ZM=AP1UVPA'?=21X]98^],V[%B;V&29/A)\88R.NP6BPF,.5Q[XWJ6R_6 M?8.]+>VUK2/:"OV1PZX]LRPZ#">Q%-@[O
H?.P572N!XF*:B3Z6420$&6/0> MIZ8R(EBOR)6FHJ^K$DB^F-3TO;>M7Z[OO['&_'2EM.G:O&!IU:]C[KA&R]K3_& M^JHRRY*E%)M-N"7C1]Q6]2%BUTX;5@Q<['.O\I7T[?%FKQ-
B86W=-FO)Q59& MT+8J[1#6&GGZ!DV "6@B["#L-9 $O6TR<@<8M$FA1%)">COJ^#> S6*0B7>\ M??WSXL_DQ;AN:;O?-S7< H;E!B]W-D?.ELQELDMI50$A3#;Z3$FQ2#(YG[6.
M(4U/\Z6CKQ>!:4J9VLT6/)>*)FH2"&*ZK]5? CVNE[@JFYNA=]FUXDQZ" M6S =8_JA2):8P^C:#"U+;_N-G&Z4!1;:;ZHMFW/[M5>$H%UZ=%&;I07>YLM4 M?_V\T*V?
%Q="MD=>FQ4[W]7LY4O3##AK%KM!\B$,-G*O& L]J4#RS&$,NF&% MZ6VQT3O&2 Y&,.44VZQ=ZPQM'B&O-L]37I?S=LG3@(V_7[3)^,MPW,E+:NO3 M6K;-
P#>7M0ZKK\GI9PZ*B!".)7*'&H/6')1(E@V8?^,.M<0TZ>W5HF=E/"DP M0O#5FTGUKY4WSNNZ]M)!;@VYMV_@KO=&W=39AP[X^OU/%/?F$Y_XLY3L!CNK M>^FX,HT#AOQL]
(XSH<=$WQB@2-(L1=)!V[RQHXJD-4^GQ$1.--FRW53+"0'K M&WASG0QU8F29-N^QB-Y>J&[JVB+@GJ[@L$>DO]3?QV]/C=KUZV\ZF M8K6JP\\M8 PSDNMM54.(P2/&M"5=+@??
DFWO5I&&2+T]>YQ-&\LL6::3V##; MVYCKVPK7OJ8\GG0K].2F>?4TR,\ZR0W%ZZS9]!9MA+#H&).>199#$#P(BXXB M4&][CK$!?HEG$NJ7\
[9G]Q[KUQ#170CHI4K@BA77WH;ZUP=.:[25C_(OB6N MK!FNI]B#FRL;>9*3Y7FR1!_&\!MLN@ MN4U6>:CLUD#?\@UI MF;_?F5+#4G_^S?J"&,1. 5D-%'/?
(MZ_Z,83RE45=*@],"W"T">B:DW07B / MAC@T/V3$KV]01H@A,O*L)$\R @<'RRI)#B(:'N8\!K M8 @:W)#D_0AZ(JOKF+KTBX^MBG+G=\O??
[UJS:*AW7TZ3ZTRVW0D_OP9$A_7EZ*"YR1E0JD2P32>AN)UI5-_J[*O;?V?4>G#:EB?-M]^W9B^XV$G9Q-:1>+Y)X7 M=KHON#?B(L_SH?0>#DHT&[ ]"\DNTUPW[;.]0X#-]
[^(7G4U);/='>B-UL%]Z(Z=IW>\5SK M]]X&P[?[E\K/<;>=HWU2YVS!MT"^2.*_3O%O)H0R=>$KA%O1:!D="U7*;'G< M J/S*!J@)Z&AGBJS5&^$3KZV%
O1O_:JD6@0S^C&6<5Q\5)_R6]*4O#/\%? MNNUP] "O#1[F\$$K\(WFY?)X>6N_R4R18,_AG0\ZO/L33'V$S_$8XM<^F):0 M[7\6*OI$! >C\\K*V'K4#73>=# 0$J9]&R'.
[UO'(A_NG5LQZ/G.$)I=?6L(M" ;MNUC6:!3X!2+2&W9!RV_>1-(\.LO)YSRGS;A;TPNYAK_Z%BRTQI9IB1IR MR#VET9,U%PS?AC]+SS\'S2=]\K -&_KB.>N +$8BPL'EV^3&^/-
K;%S6:VPX M(D(KWT5&"(@NEZ;0Y!-"P O,>4R@I8'1;61Z@G3EA/#09$(206A\NO21^8 J MR[1M7U%0U8=#7?.-](I/U.#Q\>T+IT19I;S3?>)L1@+%=BZ>0P9VRR_9$-4Q
M$5ZW/ISZOVZC[0=X87 W)02=<(L:S$6EUMM;!>W/VF$DQWMC(6 8MXR! $%< M*<3KMD$N=/RVX87!(1?X;- H V-8"CUA5@Q:R/6FD'''MF1"MW7 ;41 PS3' MX<"FV'>L
\UG&%F/S$**T0@YL-9")@%;6))!&:18L3 IP!ZDVA/T9=(IN@U M#[899JA=:U,TO@E7 ;V*'ZXNP^ JX+M2PI6WPL% ^L'CN""1%G19YB?2*[NA)+4N4BR?/I[<7HSMR[M!A#-
L3&Q'5)5-(P)-) +T53LI33-1D]6>D-S:K;B8P. ZYHZFF3]-,\96[,8 M2;2@ZLS=[03U?C.^_*4>PEBCGQKHEY8%$L3N>JV3%:*WG4;? 2H!(6YO;V@# M2U0T(-=%0X/6&-
DOB4F^4S/IW!+E:A M'FQ>#Z*M= NJMVL\A(L(L933A#3^>U+P.!2L6*;1WT3[3#]@5?JJTMM1A>CR M]E&E@#:)+9%3!AF*GWKBMO'V1JKVW MTN1Y_/?BX>N?
EZQOJ.$T"M\KS^*3;I!$0Y,^.K&'9W]71L+<=94$]RUASADT MH?R]T$@Q7*)9+DDS@+(C3@]]3O,.8"^XBR2=)DGV:#;M\5$J%CY M#%I\B2P6
R[Z/ZK8(P&=>3NBR&DE1Y.EH%7&I)8C,1L###@*JV/TGEO=0+14 M+,M0^F,+K0[OZLLF[?9BKJ!DX5 F[; MGI1CI;W7>7J>^[OB,A=NDOG^RED#02I?
[37\2V,=J#UA&].#YOZP\VW ".P> MF3"G=/J9"CZ_?E\J]?)^3)CS07U5NLLS[D]MMW_^SS^?1[/GH2/!H0^EH$2[MRA!:?1.\$&U]*&JD\P%)=
("A##X10]%X4.#CT:74\AO_C$U+&4Q6=F*R3QL? MB$-%G9QM>[A]K:F\ 8>6!?G3OI-17**7"98 &NJ2I+<# #J+5!_"!Z)9FNDV M69:.T&0/YW:9?V#O8:C8L2G\8 CI,)-
CA;Y!,/Y]"N7A(R #B4Z$/H"^ #QO9H@XI%9=QN97H?J&;,$2P MK:RX>#E>@_W<=_4LBCV*XDYF_6WWC?O*MU:;)!K-ZL?/I_WS7'%5;35K]6:G
M7B/@3YW6=:-6Z<)?.EWXSTV]V>T0K4NB=5MO5[H->$'N^'M_UZSC3-]MZJ5/?W+^-7>?0-[? Z M'D)Z)_8ET*O-QA"B0(14.^$2XTEXH4T'!9C'J.+(A&S/?OI$O"BR]8B>0KT[
MB;RAQ>X*2"G-L,SSS'*Q9W?.%V'"V5LLKGQE^6O]1_N!NCWQ>G!FEK,M^. 1 M]>R<#];AXV>Y*O]MOS)*F\L+(Q5'#?2R0L:OS>&#-/C:F!3SPLBEHP=Z62/? MY*\#M3H<]! M?OK?
D^VG0'J\R6O ZSX:,!^X@1<_FD0=^BMY5[SD24I-1=NID'("7<\"9TQ- M;:LTQ]3D?+F'0PY+D8$%X,GM3HT RQO;4S#],KO2+PI+CM*"=BEA%DL88SCG
M$MX+AKWG4]FEIOYGH(V!Z=JIL/?V]^IY]/6AR#>_1SFJ9D]+XF:<[*P!<_\) M)J8M*[0%#K"2+Z%M,))I@8]GWGGOT*C+8\DB#,=PB)A/2K&YG/+9R7#=QM% M-
;\JP/SQ?".'4LG#+4T;.22/PES/-"RT39G-1,OH .-9D4#E53%[O=FY/]-O MIT_K(O:F)UG?V$%Y[^WRCUQZT8?ZI"7-MS1P&BRF8C%/5K@JOXLPE=V>/\P]
M97UIZ$.G"Z%8H.A%/*4_MXV\E'(8I&'?P.V3FY4=!" I "CB\TP M6JV+)@,CE>O6N]S#I=AE]@8C=@XC-@Z,Z 3:7VB&+'%E4J #]DID$4><%XXD MCX)T(@BR
;I/#T0GX('H!!:.L!19+I=)CL^Q"Q+\H+,Z!7 T&'GT(GG=<(L MS_"##@\]#A>\|3\H=&(%=XEE0_'7#:T'?.YS +/4:;_%"R<9%+I/Y)N-YL#Z M\FO2[KYRHKS-KA)O#$\B4ESG:
<780NPTX#O$TR3-4:3)[L@*G,+ !90O$P[ML/2"XN654BO=/#6__"YG"XH!H\VM4$P@:6%)3F#)8M##L_./1-_X(GYHZH'! M0/"%SOU@D'AU&_B8)%*=(DG3,%XM'?
A"J"UUFF2BVWR@+V#(NQ5]"61+9;+$ MXKCW4GV2L1;B= RV=%\L1M[/ MC"O!,;5$EMDC$./:8+(BQ.AG1O,D!P4)C3JU'5BXI:VC3:LUF+)];]-HCP6_M?
OT6*:WSYZ=1RLM4LD_U!#&(-DSV'"WV&YNE%04MZ332>674@,Z61CN<'W@Z MNU>[VS3@LY'WO>9HDB["9+"46D5V>SO9E:&;)DR#!V@SV*Z]D2(* U!J^/:L M]-[^UAXFC-
B^*^]^KZ)0S60V'\3(9B0C4:1+M%&&8C9Z9D@6&9C7\(>QG?HV M,6X;%J/GAB3/"3 <#VB=.1?C]B$J,X2 :8\X:/2 M,6W[[3U>&)_[&,0.L'>-JVCRC6@\ 9<9VI'9MPNA]_;*-
Z_&0O>;V5(S7K3O MB.ITS[/AC)N,^')_.4>)V+C($9M "@<2K864Z);@C8L1O#'<44IT:QS'18[C MZ!+)TH=QD%IXF&Z*Z;C(,1U#*G_"0TVM>C?I3)X,1"NW!#S)0[>Y
1E_C+"."VB#_20#B(]>ZB]"EH'U:#V-@CXC; M30,1'[T6C;:^)4M!FX-CSCW7P,B M(CVMMF0_R':0?O-_G4Q$+&OQ8L?8ZY^ M14=9U+SW??+=3-
GCDNQB^@@F5C;H.,IHQ\@Q%O;=]?+Z,G2;A.WM'79C&. /1KBHX4 M0D1.F%E2*,$0HA2P5(-=5A3M;0D]YQ NT5)S0T21^":]V<1PHH0D E MAZ]?
V[VWK^/.G_K/>L=*^Z\Y!"NEP&Q0 R@YF;Q@*[M;CG4EC,_/:0=9;@6 MXA\ 2I-EOD2R0N0IE@]YD^FV031$]NUWJ#O'DS0=>>H@=Q+=/K"%V9S!6Z9H M&5^1+ ==.W$
4MTVVH0Y\=);IG#(H:!,FOIVWJFK[,]72<7>J8 M^]&XXAKTM^=:]2E"7/6(X!LVTP1[Z?YY@?<-8=IRTK7G/L,9Z>5 QT%U '2 MV+#/(;P2% MA8Q\(*#/'DX&!-;18MT2"Q?B1
MH"#0)!V]JW]W,4OR@-T<$18CSXT4T1FT;,#CF@\1LIN"PF+\H+!%1DR/ 9 ?7"**]]0X70*9^<%^9G!F;1 MEH)R4J(RS\F6Z8]YZ>$Q9\LME&9/5NP6%=MA4LQ3E7_Z
M^O0P+N6GN5_>B2($+>4&,J1.S9XM"]? M](51N1+B5D==CA[_AM6)?^L'MM#D]@P9E[LMY3B@?6U>BMV2C1?CEZ8SA-P@?@
MMM2T%;AYB&*IR)D&.KDL:#$#*S"6!6[,I9#\]@(=V2$&Z(!EHJ>8#$L MR0?=.SZI_G F2 O?K$LU.A&>P\]PKJ45DGHU]1X!W7TU' MB!M8*OKD"ETBN:#[6!R?
S]I2#0JGQ&VQ0_Q&*)HL4P)9#-IJ%E"?AV&.B:IR M>Q01OQ>?9]!:P62WY,:J#!U,Q._UXDBAQ)"L$+#^%$J5WB'%Q=*$WVS] V*X M"@6@:&/X_-9\N=8%@ P"Y[JN^_K,^JMEB%
MBB8:DX8%AB84*1*=H=N[URD]39C\K"^P5['U;3F@O=N?%1/!"OXZ"TTL M))=]%\|6DQ"IJ312]!&B:N$[12H<1GW;QL/(M<^REA.=$@F:^SMDX[CU6T"B($M5GZE?
O3:7N*U=]635_Y^: 4726Z&S-"I) M#5@$6HJ;E0AN(? H:22-T\C HMR2]3$XZPN#RLVC%I-(DE:"(U@Q\F;L>1'F MEC&$22:GHDDJG9RJ[EDWK5B6H?
3']@+BKNY3"D5)ECVL]*FRJLI-_5F]TO. M$DBRKH%IGA'-ZX7,(;8E[F(0Y[!]&!A:X0!$$$5&&0";^3F,\0U() M[X1[1)%R+.5N&Y03F-]E.9*G\>SNGDQW2YP0?
\J7IBB2+^,\=T_6NS%T26 > MN,R17- E_@GDPDN-9^C;]/1FV&'VA1FLCVD@:OAR[,1QX!V#=L MN5>>Q2?=(DHA(^!Y#U]8E@4V[<1LCZ&+_;2UW^3>%3 -@BWRB-%(TDDY$*I
M1-)!-[KQ5$)TIW8,.MP2=+!)5)@R$&R43>]QCH,8H>;0PLVB1)$J<22;"EB M:H"U&,02-P40;/S:!]1A62"%H L90^K0'41DN&Z1FWU",6V'1ULL&TDL5DXB M5+X0345RC@-4U+%[-
HD8 SW[IS)+]4:R?$)8BH7H<*2W+C$X,*BB:3HO&CUJ5N^. M;3_*5_?6[Q\|U:A2#]^I_W]_6.??U399T[9@-W-4?7 M6_FK^6)B'QQN&9H]51@EX6&#EE\;S4N?0?K6IL#!_-
X8>/JU98">1CV+D-LKGR,5Q '[.)OP/U,=L2\E(6?+_(]+QB$68.;5T0FQ'-WVPG+&S7K#I%841Q>D$)UQB:3LZ+:4@/E0 MI9D].+IM](?*5=?HITLD?
#3)>AZH@1U=4M6E*!'=MNIVQLUZ11KUV!'=]FIX MQB62?D2WN0K-AZH0[2>FV\R!$"\J96#26V)(KNC5MHV=71QGQ\:,ZK:5V#-N MVAL:L:)%==M+\AF72/I1W:9BN!
O_=M)5+>1_GA1*8SJJ!)+\IS7DKO=.+IY MF?+47JQT_L_GT>SYPUT5$6D*>ABNLH0@K4)7HBV/A0UTOF)#K 4 :?B*%H M/"CP\=3*7DCH"86!.%34R=FV9]C7FLH;
<%ZYH'+*\"@N;/,PLUD8Z+RI8^NB,$!"ZIA_, M;A"0)%8YT)")J($865?1\CLICW?:TG>S.F/R$]&=C""K%4/L*](GH@G]@R.(MIHZX9]PWG<[N0M\@\7T^A7+QD)
!Q*>"LUGK&3&RI1I2*G-MN6&^_$(W88A@ M6UG8-J/2^[GO&OS%'D7Q)S-7>M^XKWQKM4FBT:Q^_'S:/\|55]56LU9O=NHU M O[4:5TW:I4N_*73A?_@=R"+]H5;]]:5W7ZNW.__ZG
MQ-#%3T3]^UVC^RM9UE?\D+,25@*J.AVD['5&Z'?X0FGV^RPR8RFN1]-<[ZU_ M*0T5=G@OU]".D>,A?/S$O@3:^,QY$@4BCA#^;\H^\?ZN6;FK->"-'^#/G1KQ
MWP\GX04P]9^2KJKBR(2:FOWTB7A19.L1/85Z=X)GS[,X"SQ?NWY1[LT3@SG0 MZG_'BC6IPO%=U]"@77E5S-[LS$JD?F!6;@TP (8!PTM+EY[,&X!BSM[;0U/A MO_ZL?M.>Q9-
,2R#+M"VTPP75SORRJIUTV4J9Z>2+?/U+'3^UJ/X@VSI9\$V' MYKL"[1^E#Z)Z*RIR0ZN*(\42U9D,ZN;OB]_7ZCU[(>5%!D)8R^S">,T<&Y-E MBQP*7TK?
QI=_Z>%C7CBG0FN_#2Q1T8 \:U^;,5\9-!XOY&\O*BWGA7D^-//> M>Z_,1'"AC?3?5;;[J_J4%Q%4>V\OWVNCG_*/"B<_I$%UX)ZE]0#$+X)9?U\2
MX6]I&OW.:.]OK(MXY92>^]OX,;M#DF&8AS[]]V1Q"NNV[8J"B#[)W&/&B1/R M$)7/?>/TG)A'/H3M:]))SDD.40I)U#DC,$D%E8?
TCBS2')&4)$19+&P[&*)ED.2<(Y)#E#H(!98,&5!AZ2 ME'-(M*D-]K%F')/P>0Y!P!!L\W[)_D M',&E!@:*I. !"0,F(">SAI-#$G\.2OXZ#8BN>.+\#5UK6H
MPCJB:&B2.D:,W>H&F@L.=!"FTNF]?>=N7G]4!_71'V%KG7E/9TK-FL'+[U(M MJWX=:\!1$DN1!)(Z\7ZLB5"J%I_;,+9C,!W"5*SLFIDTUM3EG)
MBA"%=QN6!"=A_^X'%4P@%937PJ,B0[,X(Z ,&>6U;Z@46^1.S@L!EB_N7?=' M@/S_!B A*[@1!(R;K. FD,>\3-5C;EK+>@OM6/P8_!O\4_!N7]JT80M =I=8,H220Z-#W8MGK
MW,Y]PP$;P[Z-8/[GDM\ERQ@?BG23,4"9^404,XVD(.M@'WB."] MW'1)FF*]3D'>-^(P*: 30&:PJ;%WRL&D<39YD4FBYDRMH4CSA-6 M4![B]/=E<-,\2;$LR0OYR
\YQZ7SJFP1=\PS3&0:V,#"1P^6Y?O174,G(\O M=0.^[UF1@-E3>J,1-:(B3"/NFQ 2*!(!JI80^F&]4BN2%P$.84Z%XZ7V7 M3F2O*66:/J.0.:ZQ6GX GGKM6FO/4<]@649[#RAH),!I9@'-
GA#3$F50M0AEX',\BQ9Q)XX PQF*78NT3AVQDBPD 9?1L5I3&/9Q&3T;9?1ZT#+Z8KA(K7S>>;J\^?7ZO?W2#E8] M1PXZ+Y7SN?
B2K3668RXB(06A2/)"*;M!SO$8958!O!PM)CSC$[E6;D,7PW;O M#!XF;$-4R)\MF3,L8QCL,CLNX3HZ1X" !U\DQ$APDX#KY MH2-A5T'.2O@2N3Z.PA<^VPU7WA7R8L
*>577GH%A0HY: ^=G2^FKH ,D>*6E MX,[S>34&_B#-A86^E4'?PIXB)4^14=8/GD&LV\-ET%42YX.6Q+>/#ZF5RJ^, MNOQ:^:Y97_CMM7)/[YR7POE6(2=:D.2HF"WH*!
[*=DQT/":=56 '"RX3GBB* MWI2.X9P)!H\+SL$+\!P5HP!/%TL8WIE@,$/%-H["!7B,! <)N "/D> @ 1?@ M#QT)^PY^5L*:&(5YNEC.=ECC79@ONRHO%?G/V+10=
<3LZC[1H)UU]T43R*AV M C131!>UP=^Q8BH6F"X;CLG_9_,S79 /O%@=.IPR;GIE^X<[_F7P]BC>W=+SLKV?-\Y M@?
Y9>7XZVR2I9&OO=+S:NU#B29K'K>S[9W#_T7K:T6/"DTZ1B_,0\QCO>V<0 MXSUZ]9Z.7+WG2D52*#(8_WMG,$O!-HUK]Q@)#A)P[1XCP4$"KMT?.A)R$!VM
MQ#V1R_M^KY746$<911'@8.9@+,)&'H8>MB%[5M51X6C MP"ZLC%T8AMY>H,=0&'H8>ON!7L#*-(8>AEY ZK8W:/C8>T8E-X\A,(_"IM1S#QC80GB$I+ER'![8.;!T[
MMXX5X(>8VO =&8H<1=+E<+,<>\6^YZP'RWHVDZYL,!'[D.&>4N^]-;2:?LOH M?/WA(2^+&M8G5IB/?*(^H@-&ENV;'7MD*9) 6B#>CS412MD"=U76;
(AU%6V+LM9/'5*R^TH;62Y:VFASDK'$ M\=C,9^,A]SG!'R-@_.45?X'<-YNJ^]ZT'*;;O[CZ\?(X^M*D\^*T-Z\17I7> M1#[E.!C0H;58*ESAU8E5/!Z'4-()IC M8^(N7*S84HAUH#Z%4R;\[J.
[-RA<; M%#:IPS:IX#/;+!U_9KM$%D.NW<9&A8TJ)XG4BKF$Z)1:F087R"*+TJ1X/2#[M2)'FT^&GMA3/__GG\VCVIJ%H/"B0"&IQXPA=8%])2$!5IQS8(D&_P^=*L]]= MY)X1-
4AM878*1@EJ#]Q9$*29S]](EX4V7I$3Z'>GDGAS2'*&$%&1I/%PK(H6D])PCDD.4.@@%EKP96V M'I*4(<9JP#D#XWGN 5*8K:.F4]P#I M]-YJRO"9?>X_ &%[G7E/>X#,6J[*[U(MJ]: Y-
[W@[;W_6 WX6M&V+L$J=C> MQ#E_Z_X7@G.;%X)W/&&<\#X>OX3;!^87V_E)+9:$7X '1=,VK0J?"E%XEW); MJ?M!&[9,X)NF;!WW1\!\C>V*6<,-VS
K=TQ;C+B,2]2]9B;MLZ0OUP(8HMO M7NGE#/K)!';)8 LT4V#IH.OZN:#+D+UWR6 DFHDJ?"+?#?.Q2/P! SX<#W
MM9XDI!6PD0^2M0T@W")'#'X,_IV"/\2N%%SD4V5++$F5BR3/A]LO"1O#<1C# M_I;KSJPA\&X27/Q5NA%VD]@-%#:NS,4V<.@V$&87""[^.04"3Y:I$LE1 C8% M; J9C(V";][
A3B68.7@69HLX1P!VT$&[6 %XI'/5J:+),,62;I4S@7,/><; MJ>KJW&+#-,= KHT-)'" 3K"VCZUV/K[4C8YSN+79>].NS($EWW0[W^1,G\B< MH%21%%"QE-
'$&#VBFP3"0TAB#"GDO%2_BX]R5Z=9YJ.8^/1HWOA&JMUAS-> M?,#C&#$24I[)JFP?,YRYDO5!([4YKKOJ"SNLW@W>^-)\CBN0MUZ;]]ISZ!-8
MEGZG+='>9Y%MF0W@X\V)"2Q+,N5P>[1A.\VMQXX"8^\P,F$4ARACKI1MV' U M? Q>#-ZPX TQ)\5'W@:PR/(D18<["P^#.;=@#AH[LSAVQDBPD62>88S AVLGR%$Y';[8_L;LO?T8?
15I[B_/6GQ6 ME^'LJZ(NB>8C=@ZXFH[5FOSH+^!]>C:JZ9=!J^F+,2.U*CJXE7^^??W:>1/X M8%5TY*'S4D&?RR_9FJ,0+)GPPPF*GH&-?+,1(<).!Z.4:"@P1<+S]T)*0;
MY/C7R87(=7(4P/"A%]YEH%(N],!LEY]9A:$U<*4J\QF(-I#'-D>MP;4B]A45 M1H7 ["FW;-BRR=M=^5='JU/*\R\5=ZSK!B$2QDRXZ'MU(5[L8G#5':LU^1BB
MB*ONV:BZT_&&'V=H08-0K$$LM4+^6Z?RM_[UQS?JA0M6R//@ #C$'4(P\!\ 6 M2V2IC &]?P8S%:GC&0",! <)> 8 (\%! IX!.'0D["[<\9\-*$:>#6"+99+)
MQ%4O(B&67]X!G$NCU/%ZD5X.O60WW4 M>6U=W=+;"_">WCD#=?= ;?5;A9QLT;(4K_Q.DV4*[=K-9S=&.AZ3SBJP@P6; M">,ZAHC&:-
X[@\>%YA"5^5+DRCQ#,@Q/\EE.:#&\]U"'*^';/$:"@P1< MF\=(<)" ;_.'CH3]!#_^=?I2Y#H]"FR*)%?.<-R^?7^;Q82(+?N*)O\0#4/4
M+-.U;U#+J*JB,@S1KQ^@R/_U4OS:4DK*KVJ4DZMSW\?_,A4S@7>=WX';P1W[M!ZG6H'%%&7?L'S@2L($?I%H#&SB-#?S D; Q<0@5QJ97)2U'KI*6&9)G\-$+ M^VQ6ROAU;D/V/3
M0NUB9E?WB?SL$F=?-(&,FLF 9HKHHC;X.U9,Q0)3)3CET#:0] ?-?HI=Q>Z] M]1NODR]-XQ-<&,%J32%<*.%P88](6/0[UQ=[ME=@^\&)U_)CN1I):,W.)$5KU>YF]:0[FSPG.1&
D.$AB,!(P$&PEX)N_0D9#9^,BWT,]37)S81R Y MJIS=V,>[UN]>=GYKZ /%NM9-L_?VMW91_7GYXX45Y$QW(R_N=J@Y(^@U/Q1'
MCDU@$2J4R"8UIDO!=C/NZX8,C/GK+U2H#T0$8>JJ(J!75@9NS ,O;U CPZX* E##T,O:>@% M+%%CZ&'H!:3N_>8"V*+6$G(JKPTL4=& 7!<-#2K>])K#HT,LNS$A]] V5@M: M
EDJL21;"C>9MVO[^(!- YO&W#2:NH:N-W15A7IOP#L-8%J>!L+&-A":HD@^ MY%X7V#RP>>S(//PG.>@0DQR^@T,9#@[E8BD_Z/><_6#+GNVE*QOQ/NHJQ(+I M=)@V-$D=
(S9N=0-Q7+$L0^F/+;&O@J[N[8%Z2KWW-BJ"KU&BY8XVIQD+'4\-O/Y;X*D[:UP M(6#\Y15_&7#?F];'W%:MWU_8R[=QZ4]>G/;FO117I;<CPC2C$8AXZ MZ+DR:P95*I-
\42#YD&=B8Z/"1I5@K7,'5N54,'I= XCFV)BX"Q:HF1#K3'W,JN1VD>*-)\-/[6E>/[/ M/Y]'LS<-1>-!@410BQM'Z +[2D("JCKEP!8)^AT^5YK][B+WC* I"*DMQ$[!

M*$'|B2,3DCS[Z1/QHLC6(WH*]>YD-G>_<>I\?5K<;XH]16E_[L_EU@^\^E," M"+B>BQG79^MGS.Z09*@4].F_)\+F8K^K12:(Z!VVD^7$F8HF*I_[QNDY,9^1 M)FS'!*6P])RCDD.4/
Z.K6 M++9P5T+^]S\EABX>@M#=C?@XF<*W+.:A3F-,'^)0,DYP@OV+]D@.0IEE6_CC6PM.<'&W3/CQF![Q*D9GLSY_RM^U\07MR\(+SC M">>$]_.XTZC?;_1K]Y>FSI>&7X
'1=,VK0Z?"E%XEW)[J?M!&[9.8 -NG;!W MW1\!\C>V*V<,-TS 3=XQ;OX_>U_:G#:R-?S]_@J]>69N)56R1QN+DKFIPEOB MQ+$]MK/-%TJ@QE8L)"()V_#KWW.ZM0$")"%
V*JZBP.BU7WZ[&M).*:P5HZY MJ(7&W?&O\?G)SYM302HAGRR@6X:\)]0SU/?+:&;&0O]MXZ* M+X 02\' MU57DI$*I/SS99$ LE6;5,A?(?]&D3]#=PHY]ZC9AL(KJLS7,Q8I
M5L3P,HAA>V6[36D[BHAKUZMFZ.KQ&90X<4Z46IS(2*%,I'"E-8GGO>LB3S-;"&1;F, MS#[M[&6U38)XRZGK#M$9>-&+.0_P0Z*?V,X5T8?T],T/K&"986,1MCW^J M ^_HXZ?
O'X9&J8 %'YO1K!*0HI-*B+>679>+#X7 MC,D97*!3\;!:-BNW0N *@?,@<(:8EI*[G: DJGPSH]NF0NB=1>BT"K9<*=@5
M)E!,4"I,J#"!8D*MPH1GC@G;4'>F%)FTD\UF%9D<"0DE\,;'"RN^&);MT/ ' M"VD/\4B[+S,8" .AK1OM\4/]VZ/Z M^]_QA?ZKK#5$:[S+"=C#VSAK OJ<$58W5HRI=.U
M6H8Z@JZ&X)KQ7RFBPLM2MAKC39<.5,C^W)!]"H\S>%]W$8^37; G24ELR;"= M])@>D8[7-B[EXAVXXXYS^ED9&T3YI_,2I:UZ!Y
MIVPZ5&'"KF)"1>#/\EI3$[A:$7B%"8@)]2K&5F$"PX0J&%-A L.$*ACSW#$A M3<9?6E?(VMRK]=QM*41>;90\+;#"Y]W&YRE4S=U;8@=0-=E]>A3+8&WIOX:N
MA\6Z[HT]IWZ))I=V-)?H6,I++%?#AZ[([Z'A&AZ!W3P877()F[+U*]*U;RVZ MRC?-')+VN/>U.[*;'QNU6I[F$[N>B4J3=SD*/*QB#J%7,93*/U)=ZQHTX)3= M^BM,6,O+$QM-
4!YX,"T_UMQ*8NP]=LB'<;]^-=;"GA+SN/%FFT:D1.5&E453 M,37&U!H5)CQS3%B88;)N)7U];0[J:;O/)%A74EW@E4:VQGT5!>PL!:3EA54 MK,($IA]5 ; *$Q@F5 &PYXX).Z ?36H^C=P-
GG9 \TGV*Q_$_,J7CMTSO#/; M==OC^^:W#U?W^N%QM]SMAQ,GT18(QW/B<29 9-$UKG<'RXEXV73AK7*8+)O;
MJ%\Y<8+Q5D%5X5%)\2BU3I/2D5VA7H5Z%0O;]E6]*#Q*S<)2NJTKU*M0KVC4 M2UD'4Z%>A7I%HUY*!W6%>A7J%5. 'OE:,@;RTDQ<;&88OCMO\"A?$QN\W,@V
M16+3]+%P]&)%&B^,--+GNC=7G\PKR@J22$4>%7F4FSRF,'_U8;P27Z^)?%,5 M=P?W$V,?LI*8R$ABB8Q%C,QL&\?ML78V;"KN4?.D(^U*0OUL9$7:KQ7*(Z[) MP*/,F=&C+/ FAI
&6/Z)D86-';R\DEZ#8XW1X"3FR+BT4IO6H6X05:O(3X)>N?WS^-O]V%6 M[S'= ."ZB>5",[F\&2&[+;M135F[F8BJ);,<7QKY+!S9O"/XUU0J_-M5_$O%
MOD_6RKX7E6+4M('8NFA]UD;JKC#MQ?//IZ$W;Y1YEO&&:MI"U#F#.D&=$U4> ME/*55.F*FK=/S:66)HL)HQ KIPAJ:F9H\#KEC %"DK+5=%=$5!'13A)1ADJ>
M9NXY7XT:KS9D7E7EBJ@JHMJ6JW,#5,4\&.T;[" \=$9QQ\44+356=YQF[SRR M>8*J7&X5+:THH5*%J#,4F\.M(:D=)JC04E2&RK>95^530 M]NI\O?
0"JM+X*I+*3U)3_KL,B5)3NAP81X+$RSMH((7!\+\H%-__YS]_#X(W M]37GUH!-"-$/!_@ ?9+K$M/T3T!!@O^&=;O!OV/;?RZ,1W.4L3RG M.]G!+>\0&C%'=84U)=ARB#7+$Z?
6C161Y]5G+YJA[QG6!&? M$WAW<,LEPHA6MSOL#TW-(_IS@O .;KE$2 %6ZU[,;'U.4-[!+9<(,6YL+] M MXIZ0__Y?4Q(;SP'H\3S\RI@O"[J7U0IC:7+/"?@[N.4=PI=6WQY:WG,"_@YN
M>8?PI>(O)=CR#N%+Q5]*L.4=PA<_,_,Y07\'M[Q#"%/%&[:_Y1U"ER/2,[I& M)9 JA$EYDB!!YCF!?P>WO$,8PY*PG@'P%W< $=?< >2Z/?YZT.T_?I_V!V MRMH!)$BY4O]'$9^'4B
M&A?O #%M#7(\!-:1N):%F MJ-$MKI7$9E!A8:U[10//G08RM("H"ZM/*:C50!ZH?*.9K1=U10K/GA1*0PFI M6S?4A0Q#"2;)H,E+0IVOB]F&=52:444*FR"%*2S//6-9:H E+.)_=P+-$R..
MPDF;!.&64]<=HC/PHA=S'N"'1#^QG2NB#^GA+GIGAM8Q3+"PB-L>MQ13,GKV MZ,M9M]2#F0N$;0 HSNX!FM'*;!=AA7C$:9P30 J_-R-8)2'%)CG,5IGJ.AG*
MPIFD6SEU=:V;#**FG--88<*:@URUU60)"[&L+1(VT/4P):3@\^$R3:O)CT8 M#_=O\T-WWH@F,7F"V9)8FKAB+*VF\ TEFY%0$?'.LO-B\;E83!9RMRD4:]F" M814"5PB9S2HR.1(22N"-
;\;2A+\8ENW0\ <+:1R1+F9R$ 3= MD>&R& BJFI2$E@S=25_U$>EX;8.Y2E]B)O,< M5VA22IP.H*IX2N5!J:YU#3IRRM8^%2;L*B94!/XLKS4U@3.R:DR:M+Z[!8FR-
4SMW\0>9EH5;NY+L*GW<;GZ=0 M-7<'AQU U60GYW'DY 3(_A[";GJ&WR#[8D!=RBP=]\:^N3,<_5)SO%';N)17 M<(V..ZU&X^[Q9GSJRB\P=12'Y(: YEBUL,U S1D4UIA/ZB&T8-
"16!/\MK34W@M8K GSDFS#<9TJNSZZN?E].V-9DQ*)1Z M@Z\):GG-B0J-M\'0JHA/A0D,$ZJ(3X4)#!.JB,]SQX3-*3F3ZHN2N_U/Z=67 MN=[0L&J^I?\:NAXV"'1O[#DZ'^T_U]%B2
M2]B4K5^1KGUKT56^:>:0M,>_'J66U3JY_>'67TJ:*,51CD(,VR6&(*MX1^4! MJ:ZU>.5 J>JDMHD)44?;9A1GHSSP8%IH;+!G[3PFO-FFM"DQN%:EL52\C/&R MJE'8<\>$A35PZU;
(U^<&5G)W'Q-YJ2[P2J->7DNJHH!M\,(JLE5A L.$JLJK MP@2&"55PZ+ECP@[H1U.:3^ZAR#N@^23[D]B/N1+Q^X9WIGMNNVQ4SL;?VJ= M2F/G=E>27J-?LXV]Y<09AK0*2,^)QYD
G$4WNMX=+*?GCNWHQ E??V#"U> F M.-I78$IG1E5ZA7H5[%PK9]52*CU*S ML)0>[KU*M0K&O64"O4JU-L.ZJ7T55>H5Z%>RMTMZ989N5TRQO2NB*<9%M&/ M-
<>"BW>3@GFU##4=+IP>:&/:MU7GFVJ=K\O9\B,W31^)S5XKTGBAI)&^X4>M ML3*!**K"*[5LS10J\JC(8^/D,87Y&:(=N.6QMM9:QR3SVEJWC>/V6*]_OU$T3SWO MZZ7.HY\-
ITC[M4(9PS49>)0C,R*4!9Y#T'.OAY8&H/6(GHEK%;V]G*R!;H/3 M[2$@PK985Y3)J\21F.;+7@P]U],L!!WBXTHIO&&2,.R0N*U+A_2(X_C%/;X^ MVAY_?OAU0(:-7^*'1IC5>TPW
AN8CN>F5S>C)#=EK%83UG7F(BJ)3,77QKY M_%'@UK:&?RG3S2O*Q_^I6+?K;6R[P45&.-A_X=F]7]^>))N=X5I+]259Z W MJ3*WW(M>@ATY
YA)%;J1MN3T]/PDICNSO;QZ+S9Y253Y6E-:27^NJ'G[U%QJ M.;*8, HQ;8J@IGKNWJM(2-)J#IB*B"HBV@DBRE#)4_=(;91X]6&S*NJ7!%5 M153;\F]N@*J8!Z-
]@_/IALXH[KB8HJ4L$Q*3O:62D+GG\N8)JG*Y5;2THH1* M$Y>N9QG3."/ZFG-K6'N>/7C+">$_@\,*Q1P+=S=SKD'.8[MTMW&3]0EB$M%[O>: M$$[K8@,CS1JA%]VR/5C
LQ%9:2J)YA&=ZQF69G4-S827^KY[M[A#1F"C2_V_ MO3WNQ""F_I:[U&Z!\J_)[R&QNK#I&K>WYV.O;CPL9AY1+DS_NN(V%,84*;_7(U M*FJ\7-K\N^,OAK)!:X-@>!5P\6^GWUJ?
+ZYX[O3\M2Z@7]%D6I/3[JW$I]:+Q2ZH(1I Q>.'?SUCGLT=.\. M5Q'^?!4DW165\C8_B2UU'MRLVA7<5;P72,)G$VEWRQ:(T@S5(PS2*V&X7J'A
M^O%92_W1^$>VK_7FHF:&J^ZCR(,U1=G5L1RD!->E\1[SPV+<%_@V3N7 M.X9SZW]WG+_><[-YF.G3=F?>_*)O3"KZQI!)%'49.W-B>1WH%[6\B>=4G1/O
M4'/O+AW[P0!Z.!A]=8E^:ET,B*-Y\+86F/0/AH?)K1W70PN_;1RTQQ^-F^/Z MU^%0.5+7TAUG+7[\M6$*467JM5R!%^*5, MXM>I!48_P2*-UH-FF,QQ%G-7 MZQ;8<;\
U/*UND;]SR0T.XR[,ZRP9U("; /M\,^%-Q ^E?2R/Q;]1/TST9>Y M)%"6\SO6<=C(X.;?FY9IMJ4>;713'! 9@7CFQ=V/TLJHQJK M%\TNJHS*=SO)S$9*G@&"CG&0:Z>@U[DW-
O;&L[J&229@!R#+(?KN_CF\L3JG MVKW2V!W1%X,,>ER= !Z4/QD4(O@Y_@O!Q@VQV;QA<78 #$X+H5&)S.)%9KS4 M[H@,X'X,#8D%_C8)#?M8>JN/$:
Q_7Q23CX]>:.OS3OSXL8HE9R\TR4L>:(+Q$;#5SIWM*O%17 M>46I%0#?9 H_B5'X!\VP7)1 Q+VPCI^0OPX-]P[9\T7OB'0\)._SMFZT^ZY/ MXA\/O<_NMUM]Z.Z0P75B.[?& [&
(ZW)VCS,-K6.85(9L#A%3%I(UE;K@B;F1ZEI:=Q>OW7[1 MG'M"HW_7I#MTJ#3X:CD$5AP3';D8[;\](P!'-;%UT#@V^N+NR+_H7-SK6SC9
M&^H*VL,HJP\#S@V!4!9!DNZ"\I&]FGM":4.1^49B!ZX, F7[]+X"<)?0OYK! MMICCLE%58*ZUI%+<8MB ' W5PY->@.X?I7[!BRYZWS3'0. $B8S'EF=XHUEF MT+OK#!KB?
W&RL8,4EH?ZDK6QW+'Z)'?EH;Y/F^TI^,G5#;(=AF/<.; M5)A__?K'O;LY%D?&#CDX@Q.&SDSM:9-6YA)WQT+HYZ2>W)G;LL@W:DE9VZ54 MG]-24*-X"HK'R>'NL$*2
$>D_Q^+$_CUQU&00! /VF/KQCM1&LZP_DTKN8@Z MO-.L6^).N?M=EW@N=='&W#:5Z[]XU[^\$,M:W2[@A>=>D2XQ'E#TSFI#7ZQ# M]UA6Q-/?Y6/8WJ.BDY9-Z^**6/>6R>5
M);9F;E@O-H8:0F[54E$D7A8:ZW!<"@L)_=(A \W0?=5@ELA/_Q&^N/7/W4]W M>>:1K4&>S*-L_R <82'G9'.P7FV[HN8CV8QD.>D MW/P.ZMP,9SR.;
[N5%\N2@)Z/AL7<"34U2<"I'L^0AE-#=PDQB[F3 M:62ER:M*;@_3CO762!)HU\H.:->% G89 M0>JB;RB%A&1WD&X+B/GW/:+5&OP4G-]Z3XGZ>(F].AG?G!A M-$G9(Z\
[^G7;>_SW1Y[HR78D]L4D/6\EW36[MIA\&_D(7>RWA,;"J*.Q*WD(^ MLSTWY);F^%A==8UD$'"$09)Q%@<%SDE G<_7K_)/K7CW5;W9' M<0B.AGF"K"G>%H+B>2*U<^\E)W?('?
>I\VIB$^22Z0PIDYD:TAJ2F90E 2QV MBS[C\4DK$K^#*^W$$07OX+K,TG=._Y99^O)E \9_//KNUH,5RBOC9 MJ\Y)K?F#/;PHUGA92>E02CDM=0%4JRM-HR3(N8LS9%ZH-?
E:VLA[]@M=GE"3 MOH\1,K;=M]CG TY7%W]VA[KU][/AW\^#863/#7T6\EZGL/NSH,F#@,?&-QK M;.?P9EX_AQ= ,NFQ(Q\OE'/'RL0Z<,):RKJFE\<)E[?"6>5>ES'$U2?>-($? MU!-
;I.>_WEE3J@P:V68[BE:)XZG:^&$^C[N@E]'YD?ET_^_@[M[-,XI]2Z4^ MI^??CJ^K-GYKQZ^C&'Z!9DF;1]W8K>[OH>$0P#1@LM[HTM0LKV7I.*QB@(], MN&2$@=(>/WWX8-
W5_]$;!^6NA)FC3ET.G>X=QG/L'D>"4[X$X9K^SG,J3?D# MF+QYN;1;U,]+%LT_F6X_#P8^U^[)AWQ^5+J9[? MC_#TO'5^6%F.Z\8O,YQQ#ZG[H, M^\:\A'RK45 L
RQK&>25/.3%!=0LFU%5I^-R295VI%M/I(M)F@U)J9C1SY#E&]9>OSH5\3$<2:7FA/+U*1IS;E18IR'L M/8OAB\%X1<#YF6<($,.[E3Y76.E
MZOA,':CB4#AUW2&6'%XXUYI)+GIL(/DD^7O??O^\^GGT:_1=V541[\+A,+C3 MI?-SX,5V][Z$DBCY-G(2?.Y,6Y%7I!HO%(*-94]YK:TAY5:,T=45&?B1EXO> MM,(\:?V>?/_X].A85P\?S;
(+U,#Z[6U).5[BY9T'\YPTLT*^JR*KO%(7RV_J MIB67NK"6AK737J/>(AUTDFRN[K]\<,F'H6KW^:V!-$<"MJ6%IK&TS'W3O*1 M57V%F3V@=_(U^9EXD++!=8FR6<_?
+$I\4TQ]QRD10ZDP\2$HB^&93N@R=!1 M&/[@PEGRU@]^_CP?&(-1(T^FVM:3B(X,UW.,SA!!22?P 6CQ5AW;--%G'+2 M?Q;!U]1"I+9$B%3YSG.S=Y*H)A>C6,$2$"1@Q_640YX*R-
@1/7[JFD.\8OB#SH&X KOCN-?/\Y>,CCE2J;P#1*'"O=1\.M#J2RE$,"=$_2 2[9\%BE^B6 MFT6N? *XL7K6;*W!BW)*\[9*F2T5>BP1XXTBQFNH31EE^L9LFL+8>]NX;H^_
M7FOWLM:]T3[=[Z*7Y+!U_9%KG1]Q](_C?[Z>?FN='9_?7//!=6MD>@F::CE7O0HY8C2'J9J3%!._M"THJ0?EU)9->N^72GQ M=G/W_95YL2GQC8+KUS,5GJX$HR/#'=BN9GX -C<
Z<.D#7R*H#.L(='J3@&V M!?SSN#TFCX_^X>_+CY_VIF$Q5E6*NW7EC#38_@T&QOUU\Q*'?1GG&X/.R9) M0H4_BEAJ_;26!8\2Z3)9FNA\J'KR]'@X&)L%(E&8B;9R8]N.IQ9
7T&ZB4$QQG@X^ M=1Z^?%)WIJ_6J_?77R\OSXZ_@+1LG5'Y>7)V\9T[/3^YN/K2NCF].*^JQHK' ML&:4_T.=_9JA'PT=N*^?1'-.;&<"K7X8[OU/M?N;.-U26[J@A]'@'YU.EI M..^.
<",X$G+["H^*QZ/)3J=!9T1##Y]:CM6>=E,_:G@7S1UB2:=)&2+9()>L M7F76G:9@FL^3V\R==Z#4!5[./UUJ9=3>(!27.#R;^>>J\$JSQDMB[HS4I40X MU=.;S;W']+88'7[\<')
[VNH.U)]W)>?A[26_)7$>-9XC9%H9QHYXNEA[FBYQZI#_9SZ)V]'74^.HU#^5R M55WT0"KLT>7>C,)H?RSRV6J_=ODXBRC,A0YKW-1=3 UIF:^7%A!0T'68E7V%2Q M/?
YY>B"/G'_^??C>V!V]=68>#FA"@Z4M%;=4 YKF+O+INVKN((S(UQKB*K/B MRU-BFQN\2Q1A-;\Q(4M\,W\/DC396P&=GT]D_?J/U9UOW=JZ(/J3O/K6F MAV"-
Q7.KUKS]YZ/[I>PU]N?)90V<08^)E\1IG!,<%7.NBNF34[Q2VBRS9CV? MQ')A62Z:6Z'5IRP454(\UU<=>1('A@>_'D>3BBZL0U"//"< !"VR=GU2D\XZ
MG^Z,YLWW;WGFS&U)QL8.&9$LR'7>%4LHD70EX M+>")?:*+C.Z_&Y_J'RX>^X?HF"RUB#V,M:D(Y.JCX=T!Z#LE\ YG@'Q.\LZ=
MK*;4@3/GGRU;.L]94UA60+EBG'?)77[3S"&H[C%%8I*F[K3#D75R-OAPL#,U M U2#W?L]A(]Z!M%]*K,'K&YW*]26%A=6:F!29I8Q'\URR:_<:39*O<'7"FEQ
MMSQDL@0D;%@LG23OM_$/:.Y'7^RIYL?K3P=E-Q63Y!C:ARYQ'HSNAJS!5? R MZ1+RB30Q=^-%U*GJ6^R^5C@;$\7UCCY="5_Y]T2DJ)2 M/"D>9)1Q200X-
AK?:O;)!_'G8YXX2!EDW)9]H"M+O>((+K?G7FZH.V+,;0S: M2S1?,7^ZD"04[:_]R\,(T/O__.?OP62,>GE@^AW7UYQ; Y87H@9#9;WM+YA
MCMXN6X,%UHTQ8:^,=NGSN\&J>YOD!UV"KK@B]WM-"*=UNW8?%AQAL(5UD/-L MZO;%DC3:0,YO!:.9\%+XH,_*V8LZ9 0VNM3_V]OC3@QBZF^Y2^V6O(/G?P^) MU85-
U[F]/1]7=.,A>&5R;4=44\=>M ?,&%; *@7_@^ '=83$] G\-(%MQ-)]\87QCN&%Z615MYMWOWQU_,>2_M6EM YXR_^V^GWUJ?+ZYX[O3\:8W#L'T>L8W=2*#G&[V@
EHC,D4Z(8K,9)/>#"N=4L8TSK9PY#_HW% M-)9^Z1 7:VVH0M ["1CZ=U MQP?__M+/5*TE6E$QQLKX^VOH>D9O5#0"@Y#DQ'TN(D*(*G5'GO']>]7_XJ7 M/UJ=5^\/--
=PT1Z.0R3$BA>-O)+X*AYNI#%&HQ_B2JP0[!)0JSN:@Y/*212E M3[]&>WSUP[B\[-XJYX)8=F3[VV#KO9_"MOIA>ZQ\.[SH#[X]BK5;O[C#Z',A M
+@8!,+K]/_/V"4$+%2DK>&6;NZFM.BAI0UU S5GH!0P_%WVUV*%FGLD#N$& M#AEH#IN;BFLZ.O;K9^$BC:6^X1L&C@&_'YBPSUMB$4^RT6B'VU MZ!XHXZ5\J$7)5^->__?
_FF"/O?NZ?[W/?6BU+NF_Q7=OJ&/!\!$IVJ01(1)M M;348.CA'P$-# 5_D#'$C^(U#;HQSA\3Q-#H]=O+E>B@]7%]+AZ,;M(*:'7TYI!V4-3AQ< T+1@X[^&%K/PZ5X0 M?#%,6K(@ H?
>AM_VF]ER>*-AM2"Q$$9'I$OZ'>(P0I-%GD-S'Y[2/(:$/<,, M0I3VT.%. ,J ZGN?]SE$]7S8'4$SA#Y>*->A0A)_;[@>]C'W3PY[H?.# <7\ M'TR 0[.L(;P@'51\[. #PK 'AN6[JH&^P53!1WD.,
(G3=&00]*=\L"LD.-I= MG9J$#,T!IVDAIH%5 #QG$9CBX\U#P!_20 6@,WC9K! O@]6& MIA?=J7?GH &/\X<,BW!]8$QWKG_)U\@*8K M2+#)X$WD:4"ZGN]QI,<: I "7,
(I)2*3LO\R1$NALKZP7<&C52@.AB[@ M"R;Q!7K .M\YX=U9@R#_9CQH][8#UK#5W0]EB?^I+T\X'WW]+P^9K [%'G @ MC7-M)#\@!T#^ 5(^K32@Q(>K:RP^ZS
A1!Z(B=]1@B'=.\LV[=M QFDTH!MR M&X,QC5L-/I)AVPX(# T%/C(<-V38Q'HP'-MB/1'0>\5:O8,H!&8#'Z*<07Y, M>D"-R-
JHOF#T&1'W["YEF,AI0H[1=8#OT1W<:N@&AL]X#"4XZ)^A @.K?0:P M'.-1/:WK>XDG=H@*/Z"U1;?IXG(.<"C=8#*HNW[NXU"%Q9E?PCA" QXB4?$ MO#-X[LQ&CSK("SBP:;H^;(?
;0$G;H$3^VH<5=4X$]Y&.-3-;D>@XB"O/<2PDZ;;W"$\#^T-XP!@0$Z6%.P)YVV?X:@&C!^%+E3%X6@-8_0**F7X6 MUN\0BE9!)BCH03M^Z7#;9R/#!@Z2*<6Q"?
+JC)!9F1HH"0R7[HCV,(KA![[. M1F*.OV(/]"BDS6$'U <+]P[, S9.=1H!R"F[]@-AK#5^7N[QSH#S/J+&9QK M*^&(J.S"_/CMZ_W?I?8>3[IP9IX[0'O\@]=ZG0ZGU[?NO5^^G
MH##MQJF\.<5?TH4U;3LU? /Y$>4Y%D/0"AD;Q68LS,ZU AV >QU3-<-/0V43 MF2CJ5:(@_!D9A;$D#_@L0O8$M99]$:Y'+5Q4!ZG6R8>\UZ'+#DSB$;3Q0 /! M]$*4+_A&7P4..%O/
.+V+3ML LHS/0#4RP<0!UQG."(.TSAB]>$<.F*8RGE" M.LX0[%\&,;'FFX'<5ZH>46.5./W0*11"A7I.HF)>>%^7:F': %CO$^BV=/-_M3-*).I5A[A$_OQC7XU;MHO>A]XKS#
]1#&0H>J]LL/C1 MSQ)4)B]/U9C=Z[QNC](>[)CMJCV]J2GVFZ$P&*\9-E2?R0+=3VIH3JF6 T(R M#;\6S']>HN(&XD@F,#^0YH7Z%%3"L\>)X(X%@:_!6RD'H8>2F%$1D#KGN=C
M$&(;"F5TF.P#63"EZP$I#O^B.,KI-O4+>@PW89MQ?/5U\\&P8U*YQUZ.G*+ M;2OHJ87J6?#"T"426X=GBDS\ ("]3#_$A!T\'<;:_=];OL]H8 .%NNPY1JR,
MHJ:!Q#&'6/@9938!A\!93<$%3!XC A2#!'V[.P4!6*E#:".:Z=\'C -/HH$> M9IB^WTML[*MJR*D\&XU3P+ .,WZ##0T]5#QU_S>,J./+LZ-.H(7+E%&@^,!* MA\7@\@G63M
E@$MH'GO/:^T-]X>PWZAQ:'73MZ*>_+KSACYI F#]!XTWG!IQ MU@6_L1YKH ESKT7A#45]T$VHCPS@ MJ3,\'(4,;6(!H\]T3F1=8)!UB1ZL!VP-8$)1/0:#(V2QB)[T N)H14S0/H.$
M'$0(ZJ1$TPR8%WLW(M%&@2& 6?_0]J78D#:YXZ&>&M [EWF44>+,Y Z)J[/ M,L/"3_W8 KHZ^\@IHR-.HBF/ I&Z=8F+F5@&\"=J2U)[@7K4_ "B8+L\=?C M*3D$OT52U;I@W=#?
CJ+:4X0;<#V?*_C6[(1K?'I#+\3IN'8-Z'0V*M*Z/N2: MHD"=0H .%UW/#M4C/WY T4GTYM%%M@I(%I=\>=#.'63WGN[.PPTF:^GYP& M(H&GUN2MQ6Q6C;O5*$^>6-(WK6?4@?
A4MRF5^0,L<^&< >MM4>Q#M6 @4)U M%D3X91O_N_[;9.C+V],W*KF<> L-YH2C& S08J@?O9;OZTKA_.>[>A2O A M>4;BGSOI,4OTO6&^>@4J 1)R%*
E8(N;!"";%"$5196(H5L"]W$%<7 M1Z,/G?N'^X=_?C>W@1M*B!N^X1[7(>,[G<*0#+T8YF&(V&CPM<1*(H8A@3AP MC:=4P2JF,P1V32S#G2(0H2 SW >1T>7]^!AK3\(T%;@:-
^&&]V<3:0@=64/BG@])KH/A M?WDPONTHEX_=YBI>C+6*+GJUP0&FS[,@<[=19>[6=BMS=^*FRZQ-;<*_*4O3 MN9:GU)U"AVX[02__B]Z9;=V> =O064GG8F=G?$1)GN7:XP_?/?
%#_ZCWI76[M6W[/F,=3;8]K/UUW;!YU!LW>J_=X9HX>FF.GKIR=:TY="VQ-ASP8Y)&Y)[J: MX]!4M@:&KH831LKUNCE^#%N%.GHUV".BA"+P90E%L'0$/7/N&B=LKPO
M&E'M&DYWV \B57[Z"6%9/Q.O]RW0OD9]3"Q9BH:D-T M>V(?RQX8H9$K9Q@YT8]3I_?P$]Z#<)8(M=?L,#9,=^9%VDS'_QEH1\B2% $\.NGC7F.>HB!U1&R\ M!)Z3?V8YHS[
M9_:%+27+ "B5Y%WC+7TG03YWD'0=W(06W<2M?Q-)B393OT-B^\F]U&/[2/2A^$>6 8NE:BL10K5+D+-H@LB@O'S4)%)S25 M\EBV/YBC/H1O]R43OH2M&>VCY:)0TV@^-
)S=W^>>*.S)M3U)Y'V/%SJ\J7;@ MH#*B]6EB/@9',.LGA0;TVK7[Q*,8! *14(F'\5=W4A;2T]D.7YUYWEV_'1 \=)M4%$/*W MV/&37;FN2L!I8ONGE:N^$H5+N;_'K:-R;I>\.J8AK_\E+W8
M*7T@LJO -_.@60(1F\8]!N^H_@^<@U^^+&6VP&!W$O3(.XK+\#1/S ME*FJB0\9=R 5?%;ILA_37X$4@>M"#QB5 / W>H+]8!X@VPA+-(+$9M>EM27< M-->D@6/*C)W
'IC4Y7M9C9E*_XWIO_5I_?<*H3XD5\S*3%4J&:J]2W_;'M_K M8^>I\?!#_[F2-WJ3VFY,SSUIC[]Y1\[OWM?#YG7SU7O_P%SLQ)5:NX[KR.&Q MH*FZFDFB*C#&*OW,]M# #M*L\5DJ-
L.,:,R7!OX62PS.L0U@T]KM+0AKRF\= M'V% @K/P&:;6C ;,1Z&YOL[GOIV-.M8FZ"Q$MXO>D:_9^;BX*.08C:ZV+63+ MS"]S9;CW!Z,#8G7O4*%C<C2#
M[I(!^L*Y9I1#'S@"Z="%#+8J*+8)HR M(.HOU4X&6?#M,E#X8=7$TTXQ[PS]0N=&WP5>E"5>E6=G>'!3AGIAQ(QV2E26 M@L!B/,Z?:][0T

N>@/I6/97T]E6P]B30!Z34-NC)$JL.1G-35!:R>9" M&^;DG[W6@#(\1^'QKTNG+)(RP6\QED"GEN.!^=;B*$15'0# IU% !1129XS0 M IKC-''_ !=7Q,?^G.U_DU=CN!)'IUKD-&8-\3_$XP.+:TY[]&H
O>/<#P%K M>>GV1_Y5/X:MHIO".DI*@<+!&P![$#@U5^(?_)/==_Z]'K1\,KM\,:8/^G9/ M_010!:;3[=]16^*?OU78&]JX[P9:6U_J_B6XGM5WIJ+(BN.8P4 (_'^M=Y7# M?#DL[>
(I&8LSZD^2>O0"@#H9-)L;!;V\M[=5FGCVR'.,@# %9/C&SMY/AS?0 M/"K1&!3L/3.0:W]8R-+FQZ"L?Q>?^*!O?^OT?_ *"* MT:SM!X\/Z=_U[I_Z"*T: "BBB@ HHHH **** "BBB@ HHHH **** "BBB@
H MHHH IZDN^T*_[0_G5P=*J:@<6_?]*MCH*?0 HHHI %%%% !1110 4444 %%% M% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 5PCC
M_B\\9_ZAQ_G7=UPQY^,JGTT[^M '8M;(]VMPQ;U=B0#U%<9\.TVV> MKG:1NU"0Y)SFNTH 0 #@=*.E .>E+0!1T^%([:14 :1R<#N35R- B!1T P* MB1&BA;) /)R*?"2T*DMN)'4=Z&!)7)Z:?
^+GZX/^G"V/ZM765Q.A9_X6IXES MN_X];;[QS_>Z>U $_P 2/^1:A_Z_H/\ T*NLB_U*?[HKDOB1_P BU"/^GZ#_ M -"KK8O]4G^Z* 'T@&*6B@ (S28!I:* "BBB@! H!R.,TM4K_5+;3E'FMEST
M1>IK,/B>%D8-!)&"#ANN* (=7\02+*UO9X&#@R=>?:J,>IZE&ZEIY$8]%E7 M:FZ68!J=K)(8VR"3TW]JZV^LHKZU:&10U=!H6HF>(VDY'G1#@_WE]:P[+#7T<\ BF[-
GY6^AJ3Q!!YVENZC+1D.M96H:%+; M*6MP9[?KL/WE^E06FL200O;S;IKZ%:W&1OO-&<9H P-3U M"UGABM;6'RHD8,6(ZXK:T.S/]G2&XCP)SDH?2G6GAVSMI!(Y:9AR-_:M?I0! M%;VT-
K$(X4"*.PJ4#%%%% !03@9-%8GB2[DAM4@A.&E)W$=0!0!9GUVP@D,9F MW,.NT9Q6+X@GM=82" ,);=@69?<5'I6A/>V9G,WE@G]W@=?K3KG1HK"P::>X M07>U+&&) M4+')(%3T52U#5+?
3D!E.7;[J+U-%P@'K0JA1A1@5SR^*5W_ #VS;?8Y-7+W M5\:6;NR42]C_+'UH K^)+7]U'>H/FC^5S_LFL*/4I;2V^RP@1DG_6 ?,5/: MM?1KV74!/9W),JLN1)C@9[55MM'EMKH7%XR);0-
U<_?':@"GY<\:">3[9&I/ M^L+=/K5Z*XMKA)5U" 33Q)N21!@NM=%)-:W%B[>8C0LIYSQ7*:,2^IVRK\P4 MMG_=]Z (X=2AM[.Z!L4*2(P!4Y(X[U0\%V3SVM@D8/EQ_,['ZGBNJUK2+!-,
MO;GR=K")F.TXYQ3?!*!?!^F' W-#ECCD\F@#H*@M8S%$$(P034Q..M(K*P!4 M@@]Q0 ZBBB@ HQQBBB@!N #D=37GL=Z^F?$'Q)<0H':06<;]L@\UZ(:X*R\ MF?QAXB9RHB$EN-QY^89II7
UOB$<_#O73_TYO_*M/PV,>&=,'_3K'_Z"*SO' MZ&3X?ZVBC):T8"M;1(S%H5A&PPPRV\8(_X"*0%^N'^&XQ#KG_ &$9*[BN(^&W M_'KK6>O]HR9H ZG5_P#D&3?

```
2L#QO<1VOP\O9)FP@A09]R0*W-;.-*F_#^=UNG\A5^H;1'BLX8Y""ZHH; P,XJ:@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH **** *U\,P?\"%61TJK?G;;Y M_P!H5:I] "BBBD 4444 %%%%
!1110 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 4444 %%%% !7GEME4AZ'C-+2'&#GI0!Q?PYW&QU5CO&;^3Y6&,?2NU/0UQGPXP M=&O&#%@;R3#;LYYKLZ
(;8DPC/J:FJ*W&V(#W-2T -?.QL$ XZFDBSY:Y()Q MU'2EDYB?()&#TJ.UQ]ECP"!M& >HH FKA]!;=\5?$_S;L6ML/NXQ][CW^M=Q M7%:&FSXI^)?WIDS:6Q_W?O<4 2_$CCPW;_\ 7_;_ /H5=='_
*I/]T5R'Q)_ MY%NW_P"PA;_^A5U\?^J3Z"@!U%%% !1110 4A. 3Z4M!Y% '"F.35-6#,Y'F MR%03V K>D\-V:NDF]UC7EUSG=63J%M)8:@R*=N6\R!_?TK7C\1VQM"9E99@,
M%,=30!S]Y):_;9$M@S6[>@^Z?:I_[>O([;[.LR.V,!\?-BFZ,C7.JH%0;0Q= MO8>E=?\ 8;4-N^SQ;O78* .<\/:9,]R+R=2J+DJ#_$?6NJHZ44 9'BD@>%=5 M)_Y]G_\ 036#\)^/AQI7^X?YUN^*L?\
"*:IG_GV?^1K#^% (^'&E9_N'^= M':=*K336DR-!)+&0PP1N%8'B+4YO.-I Q55'SD=2?2LR?3I;6T2XG\I5;_EF M3\YH EN+>;3;X(C'>GS0OV9?2NLT^]2_M%F3@]&7T- M]
&)HFIQVG^BSN!"WS0OV^E0^(KJTFN8?+(D= =Q'0"IIM \Y1+I\R>5)\P1 MQD#Z4MIX8;S0]Y(A5?X(QP: )-)TBUN](@-U "_)ST)YK4M=+L[)MT$(5O4\ MFK:J$4*HPH& !2T %!.!DTA.
2>U<9J&J7>I7GDVY81[MJ(AQN^M '9@@C@@ M_2N)O?\ 2M39I6QOF\O/]P49U'3;A-QDA8_=#'*M3)I//DEE*$*Y'FJ!RC>H MJ]J -Z[\/V@LF-NI25%W*V>M85E>BVE,FT>6WR7$?
8CUJ=M7NS9&W^U0LN,!Q MU(]*IK83PV:7;KA';9M;T]: .WLX;>&W46R*L9&1CO69K%E_:G%M.IEA^]'G M@U'I'FW6ARVZ2E70E%?O5+1=/OH]0$NPQ*A(D9C_ *R@"K_9-^Q,2V;("">1O
M^7ZUOZ-HPTY3)(P>=A@D= /2M:B@#,\1';X=U ^D#?RJKX-_Y%#2O^N JSXC M./#>H'&?W#?RJOX.&/"&E_\ 7 4 ;3YVG&,XXSTJ&TB:&!(V"AAG.T\58HP* M "BBB@ HHHH #7FVFZ?-J?B#Q!##
(J;-1CD?<2,J.HKTDUQ7@_!\4>*#_P!/ M2C]* -7QO\O@C5O^O<_TK7L!_P 2^V_ZY)_(5B^/6V^!M7 (#& A<^N1BMK3 M@PTVUWXW>2F<>N!0!9KA_AJF![#1112 **** "BBB@ HHHH **** "BBB@
H MHHH **** "BBB@"GJ$?FP*N=Z/-$GQKU^%HPTLEG"5D/\(&A].* /0*:1MW,3Q2[AC.::9(R=N]23G SUH XKX8;?[#O3'"T4!O93&K) MMXS^O-=N>AKCOAID>&9%/5;J48SG'S'O794
,BR4!/6GTU1CBG4 ,F8+"[$X M 4Y/I4=FRO:1LK%U*C#'J:EDP(VSC&._2FP$&%"I4C'&WI0!)7G_ (3'_%T? M&!_V8.O7O7H%<7X=B"_$3Q-(4<2,D()8\$#.,4 /^)/_ "+=K_V$+?\ ]"KK MX_\ 5K]!7(?
$K_D7+7_L(V__ *'77I_JU^@H =1110 444A8 9)Q0 M%%% % M>[LH+Z$Q3IN'8]Q6.?"ZE\_;9=O]W Z5T%(2 ,DT 5K+3[>PBV0)@GJQZFK5 M%-$B&0QAAO
R1GF@!U%%,E8B%RO4*M1:HHFT^_:5SYAA<_1L<54\+K<1^'M+AV!ITA M!8J.6)]: .DU';/>R21-D2@2QMZGTIEI97>M7!DDD^4<,['I[ 41)&RI&[[8 MI#F*3_GF_*"0E8U&3GJU;E[HDE]
MY$T3+&[H!-[\=?K5?2O#TOF+->?*@.X1]R?>NH' P* (+.U6SM8X%9F"#&34 M]%% #58,2!VIU00.6:7<1P>U96IZ\D)^SV;JTY."Q^ZM &K=W<5E;M/,<*OY MFN0U'7KF_4Q1J8HNX7J1[U'/J-
Q>H(+EPX$F0V.*V_#5O;M92%D4S;B'!'(H M Q=.6WE*V]Q\J2G]W*.J-4EW97>ES"1BPP?EG3O]:GUS3HK.Z5T^2&8\C^XW MK6KH]\M[;O9W0#2QC# _Q#UH Y1KF3[4T[X+[@XQTS[5TFJZ;+J
@N[;:SLH M5@W3![UG:]I$-D\]=LCK(@=2"I&017-Z]8>3,;M%S M#)Q,H[?[5 &Y>6D6H6C1/@AAE6]#ZUR*O+IUX6<9DA.V0=G2M71M76)1:74@ MX_UW>]1H75G\LABIH 35IT@NHOLUK#$A
<2,O#56O]5N=1$4)C M"X/")R2:Z73;9+C1;9+F-7^3HPJS!I]I;-NA@16]0.: *^BV3V5@J2_ZQCN8 M>AK1HHH **** ,KQ*<>&M1)_YX-_*H/!W_(H:7_UP%3^)L?\(SJ.?^>#?RJ' MP@,>$=+_ .N H
VZ:CAQD _C3LXH&.U !1110 4444 %<5X.(/B?Q3M7&+L M\]3@UVM<5X-_Y&3Q0?\ I\H T/'[[/!>H#Y?G0*,^Y[>];MCG[# ".D:_P A M7-?$?_D4)!-7F?@N"ZG@1:[
M<>9J_B^,2(%%-]9GR@.>"HW5Z7<023^-[:YBO-L=O;E)8,?>)/!K%^(>EV5IX M?FNX++:..XN;N RR Y'M63X=\)ZCHVH6\EUJ;7B1F5V)XY;VKLZ:1M#,.N*
M.2^'3B3PX[A"FZYE^4]1\QKKFX4GVKBOA8=_@U6XYN9NG^^:[1R C9Z8.: $ MC.Y :?3(L;%V],<4^@!DP#0N"NX%2,>M1VJB.UB0)L 4#;Z>U22X\E\D@8/( MZU%;@&&(@L1LZMU/UH
L=JXKP_,TGQ*\3(50*D, !4U!^-86I:I'?!)&@,4Z?=8'(8>E #K[6;C49Q%;ETB/1$^\U-M[^Y ML9M&CS0VNIQ3''ERC;D_P #>E;NN:<;F$7, _?Q#/'\0]* M.?\ %HMAX>>6U15@F1F=QZXZ&J?A*_M-
/\*VSK&SW;PC:2.-O;FF:E=I%X=U M&%UW0O"S1@_P.!6CX5T)+WPQI,\T[%'MD?RUXQD9Q0!'IVE76HH[(0L1;YBW M\Q786-F+&U6$2.^.[&IHHD@B6.-0J*, "GT %%%% !5>[OK>RCWSR!1V'-
_FB<=&'I M3K\6=M*$LY7E<<2,QRI^E%HZ7&ZU8E58YB_V7_PH W[>&'5]!6% J2(,<#[K M"L6.XN=,NR<>5..)$?[K^]/L;Y],O=[C +;)T]_6NEU&-;P:2*".=]N5##K M0!RM_=7>KW,
<>%8]%6/FEM6ELM4B4MF6*01MCN#VID%]-:)(L3+$SG#*$Y7V M%:&A:/-)]+9Z/+J-SYDBND(/SM(E="Z+(A1U!4C!!KB+=?*UR*.+I'.57!ZBNY'2@#F[SPV MX$O^13TS_K@ M* -E@2I QGWH48
!H8D XZTBDD#/!H =1110 4444 %<5X,_Y&+Q1_U^UVIK MB?!?_(P^*?\ K^- %GXC_P#(I/\ ]=X_YUU%M_QZP_[B_P JY?XC<^%#_P!? M$?\ .NHM_P#CVB_W!_*@?0"0]*\R^'D-I]GQ-
+'%,FI3F*+/W^O2O2YB5@D(ZA M2?TKQSPNZVOAOP[K MI2\6ISQ.5.=^]RNXTT!WG]J3R?$$6"%/LZVNYP%YW9 M[FJ_Q,_Y%5/^ON'_ -#%4Y+K5[#XHP6,?V-K.]0S2-Y>) @& ,_6KGQ,_P"1
M63_K[A_]#%.0'94445(!1110 4444 %%%% !1110 4444 %%%% !1110 444 M4 9^J?>MA_TU%:%9^I_?M>7/]P_RH M XWX6 _\(7&W)5IY2I/<;S787.?LTN/[A_E7&_"7_D0K?_ M:7_<-
#;4[K:(_[ J>H;88MXA_L#^52F@!'8?\ 4=:J"_^'*:J5^P)$M:RF15:?+;%/0CM4]JTAMX_,0^WYE'0'[BN\A"C\J4 "4CO&EK"C%&+@R0&Y1"4V;?ZQ%N(ATN\Y%<8"&A-!+#IMPZZ?VTHL+4X*]+>?/ MT40HQ]@2D@H
K7?4 %%9VL:O!I0L:H>A:YW6L@!^7HS^!'K^:>!@3!EDNU.,HE4DGZ=K+0'I]9L\%BHY=O)O%_L22SF.EC$!@N'3I0U/9VYB^W[=B54"!_B!1<O%ZIJ^%ZQ#A;G40SGPV'()KC4+/@C,YTMOZ\!*3I_^RV:0
ITC7SJWE MH,A.H!K BDDM+B-X6&^/F/T=/2M>]\0PRZ7UK+\.V?VLS&5=T/E[,D=370:?I=MIR$1 M+ESU=NIH Y[Q9?"S@LLDAN&Q[2H+/@H.1LDJ[-]@F8Q0-9]01SB-62'EC%/(FQ+[3.(G8#9TQQA:8%5<@1@X
D2]&_P"O2/\ D* -VBX;K9#1@Q5F4O(-U%56KN$_Y]->]+>>&!2&&$^X]A6/%!2@]FX:R7W5O]BB@X^;VQJ6*[TN*(CU(E%%5,V=5DV6NP:DO1S:J]YK\:-J!NE"=S3=Q^5/J@JX6S.)<E&R.V/LC2/.%M8O_JB!]1M3
M^V:FODIM,DV](]1M2\8%RK-PX'(;Z5L^&;N1UDM]K-"O*. M>WM70T B2QS+=W0VE>40]<^IKI:8TBJZJ3R>@I] !1110 4444 %%%% M!1110!D>*?\ D5(!"G?6]!U%>XL=4D:8[Z1F3VD+1+0SNG2?P])N:B[7#^?T:H+Q(
=3VIR\J#0 M%%% !1110 5Q/@@ MKG7 !4?^G\AU<5X:#P_RH M:K>A?-2Q;/QGY? B1@[V-%[F>C/BNJ@JMJ(93_TDW?ZCG$KQ^FK,=9?QU"J_DP=*W[WH\.=VVA$7_9[]XPT#+8:M
MSSX6V4[>$('21?)>]FDD1U[;CC'XUHZ==R$S=7C0LRR&S%BC*CJ1M;G.*P_!, MU_\ \(?HK;HMCN$KWU#H(\&*/T(I.,?XU:>DKT]Z%UK8YR=]C#GB%.*%I0\NN_QLE,\5T,!-?WO%Q!5I_NC[@0JF6_I](
MAOH'2*WU6%+>1QCS4Q4#?4****D HHHH **** M"BBB@ HHHH **** ,[5-CHE1.$RT/%ZKL2$PZG&EYF7HWC8DKPBD:NI!N!?>U5FZ7(*&?Y:'T!;&R@.Y>X,4X"<TK].RTC/\0"!\B?-]EK++N*CX@A&*4EKRG!H2W
"BBB@ HHHH **** "BBB@ HHHH *** M* "BBB@ KBO#%%?TM_Y&NUKCTH5]*4]>E,;L41U'>\)]5]N08>&<^YN4@M<2M:3X4@:+U=:UUX?PK]?/A+&2S_3AH5N7^4#H$SBR^U!O4#ZK0N:7O+\#ZBQX=QJ
M,TQY'^V:ZJDDCCL;B25P_PC'H DM_]1'_  @@J6JUA+'2PB2)2H MI^DXACK5F@!GY!]J/]0X0NJC!<N+H6;I[]JAOU:\%;WE5C]'+!2Q>>C((?KM9DSA^RUV)6?9V3=C8]&5%UHU!XTK3?Y43Z3PR
M167A6^E>+2)9]]=@U11D>1_P \R=@FF@#1+N:QN_%5/^Q.5.%V"ETE.#9'T!?>/Q1?@Q"'.(Q+M[OS6QV?H]GN0,Z+0U]XQB]HMS%#80-<'E[.N^CEW1UL/YF?=B.!'!G0#7S!+/J/DR9/M?60IP8
[&@!%B9(83NPK _$ P#=?TK1N:7:&WA1AQ MD1EBN'LI!KJ98[JT\O?;.7^F;V9TXS*S4=MW[4M6O=PG_%;>D@T;3L-^X](1*R!(%RX62;XCT!UXYDX9FH*M>1;7)V'MKF7J$XG,M*S:ENPZG21[:GK
:=O86UJ[O#$JLYR35F%.LU!@G+L%M%[4#'#&8&9<(7SWO<RVP69&*6!1$1$[,8B:\3K.)8.TK,M4$[NB8\`YM)G*@F8XPEVUTOVCNMFBQUSQ@8;V:&V&9$AQ,<JU8R;:GR2DLI=UM$CEBN6P$*ZGPF0L
MQJ]=:G_:EB;>:1,1W"D.F#PV.PK(FBY&W0>#_Z%B;:0XM-0TR<>E]%]M4W(/PRFUCS@"I(,>MO_XLBZ8OHQ,:,QY@[5C/"BNXZSRHZ*B5\:?=5(Y\2QWR[CH\WE)@:7ON1XS]G@J^;/ODA0;D:WA?%)
W#$^63N\L=-WK5C3M'MM.RR M(?XVZ MXK0H 0 #H.*6F1YRWS$\^E/H 0DHI M4M?WW(;=%9:G<,QQ)C!_S>;HX@5\W>RT&=[V+IY0,)=G4(G@DB@!&R.#!@D:>[U^=#/(<_5ET&\=LL"/D@GMJBN5\5U
MFD60$C*H MO)H V_#6/BY'3?\ 9N7Y&Q(%SM+M=@9N=R/K>6R,F-.'AI=)X4EN[+G^0H;XJJ/BRXU-2WC5C7]M-AG'K]GUGD]4=25/MB^C(1.K0[Z4-I<U7G:M^0=PRV7JR7=/I^)RW5F4&U#M^2KM4H+<
X:4IX;TY#P1 O%0^+\_(EJN.OD&K/A RSH-BT7W M#""N,G/:@G. .:CN1^X?IJ]!8YE9R(6IH:\@(R&.^HN,!Y?#?I5&K)+WNO.OYX+ZD/O^T,7)9V-R6V9U,K$Q"(OW+.T5=H@N6P4M$8B]48(8V7L>G]N4<V
1SKGBSVU)A0!E^*]*\ M266E137WB(>EXUO (BF8!A#G@@GBM0Z%XZ:-;4KYJLSSPE4=-8LPA]T@>+<@*A)N[+D0Z<&]<X;-K.:^I:U3]M@G^3SB4-/*]]^MW20,N@G5N^>6*9A-$+JF<K.QQ8#EJE\^5Q
U/H 444 M4@"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH *XOPW_R4#Q1_NQ_RK3:Q@'<8[_QQ7'C"]!T1,MTQ6%NP5U/-+%#XCGU_BNPY/!NU6\F5S_,X99
#BROM/\%VEMJ"XG1I.C.X;BT7A./"NK MYY%:4PNK;*&0YA_<0+G\:]EA"&:^=/\ M;*]R.^[TT#9>6*"J6%A/I,XVMPL^CC8_]F4=-7<*7X:*BRLG'JOEUCN<@74Q.0IBHL8$L80!!-]%>NZYVM7.C]HI/T"_-
"R;O+;:0&QQFDC+%!NY..<5D: KD7B M1YU_6'RM^.5!+O$&ZUPZW]XX.,$#7Y=Y&CX]%#<CC_Y[Y3Y:EEF^J!V)X4?3K'^MX):]TS>B6Y1AQ(7-H,[3&'U)(H]J<40R/LOYOW5@F'^=$KM!^V?^O1AQ
M[@/<%#?? )7=+MXD+IXB MD+WCQZ6,OW(I[-%B?*;EG39%9HGM+$OO8E7H]K,ARR]%#_U8!*6X\+L&L6K3O]JVK7PPOQFQ+PR%*RV?I$Y^KOQVH:V?Q'\OJ:0TAH05^G^-VXX7DDFRR:]#=RZ:[O=!K
&)QF*D^-\TZ+FZ0&HT-FF/FJZ%5#_RQU[1!95W M]C5"=Y:*H/C\V/>FBF/$1$.U9M^JJ% O;=N<3QL6HH,7-T$U M;_(]M=$NLL1W_I(UM?\(Y0K$:V3J=!1Y;J@A7R@N=\M'F\1MI(3^9$]_1$EN'F=Y!^=S
+N/6H54\V7E@$^3YW>Q1E!6^=:J]0#>5O=1'XVWG:_=60B*^&!0Z3?RI\8E.6'2_AJS'/2=76:B+S^!I!M?E(G#0^A=K1$@@%J_%%QB_WTN/Y@6_*=T<;35O6Q$G+GI9K?^VP7VK+,!B+K9/=/H*JO#3.N^QZ@8
MP_RKD?AA_=UDDW.=O*>EK[@F_NG^AF]]2:1GMW*JHQ<9%V^'(@?.>40>>%VT]B5K\*;$UQ3MLS!T?U2UT\/QIB[8UZ>Q6R?>TX53?T8B?@]B6M]>!2R_V6S]!RGJC+_=[/E29=Z1XRQJ5^V05E6^L\1=80T_:T
"BBB@ HHHH **** *-Q_R.%A_UYS?^A1U;CG_@)54N?^1PL/^O.;^:U>5]K_)Z"BBBDE%M%% !1110!S/Q)^_X=_Z_F_]%FIO"/Q:+]*YR:0%JD4$"@1F4'^]/MZE!E[VG\R%4G%Y"<+#1_5:,Z?"=K+/YRXP^5O0
M%%%% "4'IN3*05#4*,G#5 M4=Z<>#O55 (,%_%=<P88\@=6/>YN+V5XQS]SUM,XKQ"]4R&&>DVN4*X0]!%.TM/_AGI@V:/RX@SL)8VD^6]7TPD?#GH#=9.E!V:48HZHE88NB5WB0;)8U:R6Z'99M=Y,7;P
M?B,-YFJ B_+KM7QN*VI#N G=3EG3Q37T,_EK4)'1-&$EW.P0;K"LZN=ZTU%XE4MHNJ1U?44^1!U+8TV(0;2&TK9F6D@@?*0S?R*!S>"_;^=W3]R%9[F2U@FZ+@U^G>3-V]W-5JT_6V8J'DH^_8?<?3Z
2#/7@_=4$U'U\.XE<NS*-F8%3B/$.BTKR>TZW(@G;V87=#$'EN\]*5V4E?4F#H&P,#3=LRK)P1[T'O#=N\*#=[%8+V+^L=GTP>HUP9]EG#@@LX\F'"+9DQ?YRIV'V8?,/T@M#V4;#*S"X\=6L3NGQ
%*">W0]&/D,#^1+/]8B51<)_4.18(Y$P_Y%)+=3[4;]R/U"TL3D*=4W=.+(^VU=XDL1QL=?,C3ST@#1G0K#G)UQ*%LJE[G0O(S,LO7H!9EO%T*Q8H0*$C5F5A'BVI(;F*@4/=0KFZ+S?Q&0'O;E_
M%%% !1110 4444 %%%% !1110 4444 %%%% !1110 5Q_A[_DI?BG_ .N5M_Z M#7@K?7']!\=E36K)%W9JR3_*K(88[M-)O1A'?\%$P.S:]5@=R0D*(EI?C+M*^'E,U<TU"BO7S6
```

082W;+]U#C[B^@ M%8^@62" M= \4BE75AP0>M<3X=NI?#'B5O"ERVZQF1I]+D/7;GYHS]U=W7->,O#C:UI: MS6+"'5K,^;93]T8(M(\R:,P7]NWE7=NWWHY!U M_ UT5 !1110 4444 %%%% !1110 4AZ4M% #4&$ IU%% !1110 4444 &*** M* "BBB@"\[> .4YD16., M$! Y]4J_XEX\,ZE_U[O\ RJCX# Y$31?^O5: .BHHHH * M****
"O.]4NA+\;= 'MPN#%I\F3ZY:O1*\YU.W\OXX:1/OSYNGOQZ8:@#T8=** M0=*6@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH *#THH/2@#*C/_ !4, MP_Z8BM7M6 $X_P"$IG7//D XK9'2FP"BBBD 4444 %%%% M% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% %>^_X\9S_T MR;^1KC?A&?\ BW=B?]NJ_P!"=E?I
\>%Q_UR;^1KC/A,=OPWLF]&D/'U- '; MK,C% /XP2/PKB_B>"?#MF^Y4C348'D9FQA=U:FE:]>ZE9O=C2IH(Q<^3&DHP MY3N^/2]'C,-?^#X#<1I&6NXBXD(#}\T =?"P9$9>5*@@^M5M1D,< / 4NH M)/UJC>KK68/{)DM%A" ,)5) ,+%< XO'B%?# J[;9+}.]C>5;1"=T889P.O2F M@.Z48 I:I6VH)=*K1Q2@ TWH5_G3OMA&=T@!SW$42EI'5%!P2QP*XKX>:CXM;C!
MUB7O["NOM(+RV,5S"K*^ "RD]ZX[PW!]GJRZLS0F-K?5I&\C)7+J!@GUH [C M<,X/6EW =:\UTW3=5L_#C1/<7!FQO)9"I5B&C/4'N/:M^+3"G2?[^\-Q&TB
MG"LYW@D]>;L>01J(T+DD^PK(O=6\2RR0Q MV.@&,8WR2S3*1Q_"_Y]:AN+WQ&^@(XM+%M4DGV^6T@VQ+^/4T =4]PJ0^;A MBN, *,FGQN)(U<
@$9P1@URDNM:_*J"SL+5#%Q<&288#>@QTJ_I4^KO=YOKW M3Y+?RN$@SOW=R3Z4 ;U<;XRL;[7M0L=#P\6DS!I;V=!RP7D)]#WKIVG!N(RM MU%L8<+GEOI5@@5AQD4 1V\<=O!'#$FV.-
JC'0 8ILMR8[]"(0NPDSEAT7ZU.M.Q"J6) ZDFJ.+AIY&^V((G&8U'4#UH T*CE=T3,@#E+W0]1L_%GK&C$!+;Y'EZFA. P_A< M#N1774F >2*3+9/"% #]*;EO2G4 %%%-8L%B@#(Z4
.HIJ$E06QT[4Z@ IC, M=I\'([JKJEK<7MB\M>RV"VC75,I&A^^ZANH?&EY>!TFCM(@S*$C((*CH MQSW- ':[O:EKA+,1O%JZ-.6U>2.],V8D^4C9[^]3V,?C.TGE\Z2*Y62#*&4@ M"-\]..M
!-45PB67C>/3Y4_M'.6YEF5U<@2NU[J/-MTWY-<:"Y:<6BO@")G M&<<[OQH V:*S+=M6S!V[VIQ_KP@/'TK2'W>:,0"+G)R,4N3DY%/O4\TI%(W M T9JE?6WF,DZ1%YX@3&-
V!GWJ"S%]+=7R!OL\D9(PU,N!KXAU:"&[,F)%0)Y8Y']T^E>5?%JVU^77M.EL MUF M*%>T*8(6YSP?Y5ZGIOVK^R[47;9NO*7S2?[V.: %>6=9+= 8MS$^8">< M>PJX.E8^H:)%>ZWIVJ-
/.DMENVQH?E?(Q\U:Z_=&: %HHHH RO$W.(L:G_U[MO_*J?@48\"Z+_P!>JT[QJ+P^$-2%E)%')Y+9:0$C;CG&.})X%&/ VC#_ *=+4 MH Z"BBB@ HHHH *\UOVC;XZZ:]JP==/?<2>#SVKTJO,
[L9^/5F<]-,ΛZ /2-MQTI:0=*6@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH ***#TH QHO^1I MN./^6 YK9'2L6W);Q/=^BZ"#6UVIR ****0!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 5[[_CPN\ MKDW\C7'2"7)^'-CV.Z0 _P# C78WW_'A*:),33F1L]<8KC/BO%'=>#1,3DB">\@CD8'!12W)KN)U+PLBL4+ @, M.WO7F_CC3KRP*6ME-
K4DPEN(;=&EA4EI&<_ ,?I0!Z)9QI!9V\,3%HTB55;U M &!1,;D3(81&8L .&SN_"H4M;B.".(7.&6)4+!>I Y /C@N$SNN2YVX^Z.OK M3 M;A1G/2L?4#?
67E7,3W%TH<*T$:J,@\9R>PZU)8:A!]EQ,:.^25,9 +E5! MP&],T@-/=2"16Z9X.#5*[6XAMY9?M2E@*2#MS@]JRK6U2_97=]3MI))"I4F M/ 1+>] %^O>2AB#Q::TS>>(R@< ^7_?K#\
&8)KYD_U7]K3&+Z8%:5O;>)%; M]>VC ._13ROV\XUBZ7X<\36,L[IJ]HBS77GR*B9#9^\/8]* .F*ZM_;4CB: M#^S#" J8/F"3U],5?3>L.^8VYAU([US<^G>)C9E(=7C2?#;7,>1GMGVJXMKK
MBFW+7T+,K R?)PPQR*_S/2H$4+V=W.: ,J))(QT%X]J,:Z9XG@GBY]:Z0'L>IKE,*SUVQC%C#=6ZVT*Q>3*_ M,_D[U_EBMR]^WF!TM984E:,A68?=?L?I0!G^*9K9M,2PNA-Y-^XMRT+89=W&
M14$?@K3X+VQNDEN0UG"8$?S20RD8Y'K3=0T?5]2 J);N#$%RLW"[0!D#WSF MFW%UJ*W5Y_;MA%' "GEL0%1CTW'L. ,1 -$M] TU;&U9VA5V?+MDY)SUJQJ
M%P\42K#CSI#M0L"5!]\5GV=KK1A5YM2AF)PRE$P"-O\ C5%(?$HU*)/[3@DC MV;I@$&$YX [YQ0!T-K"R1*9I/-FQAGQC-3,JL 2H.#Q[5@_:X;75-05]3C$D
M0$KP9YC3;U(].]9VE:1>7$D6J/J;W<F*TO[*U&>T@CNKX>:D.QY4XRWW>HQ#)AA M),64X/I@4@+(X]*,BH DAE!63$>W ']:.89\R'[0W/W0%'RT 6-PI=PJA]EO M!)&?
MFY5C*L"H^9L];@\NK+49)G,.H;$;/R%!QQZT .^25,9 +E5! MP&],T@-/=2"16Z9X.#5*[6XAMY9?M2E@*2#MS@]JRK6U2_97=]3MI))"I4F M/ 1+>] %^O>2AB#Q::TS>>(R@< ^7_?K#\
M+R1^)+I4<8$9A0A>N1[U/#X4EA(F75[!)Q%'$' M^]C9GGGKG/ '2EP!DYIOGQDXWKS[UA_\(<2& W.M7* .F"([J5&0.F*,Y2 OD$[^3FL.'PY+,V+V ML.KW85BY#, 6&
[W]NU3VNASVOVEEU6X9IG1LL =NT $#ZXI@; 0,@V.0,4 / MM7-?\(M+]LDN#K5[AE=1'D87= AFHQX3G4QC^WK[8@4;>.<#%(#J0S<467V-Y M/>B\1582ACLECZ
^F>U:2>%0B,HU2^RV |WYQN_PH Z0M@]#1NXZ&N< X1%UMO"6N.^JW;++9A&$C*5_B &NB\%,K^" MM'9$V*5,+GIQ0!O4444 %%%% >E<"MFEQ\.6N69@UOIGR@=#EA7?5QO%MM/
MQANR2=XTP8&>VX4 =LO2EI!TI: "BBB@ HHHH **** "BBB@ HHHH **** " MBBB@ HHH/2@#)@4_\)%GEC&*UJS+8@ZS=%Q_UR?^1KD? MA0-OP[TSWWG_,>-';UQ?
Q)7.B6,FQ6$>I6[;CU7YNHKM*XCXE>.VF:2J'] MT=5MA+]-U ':*XPO/WAP?6GU$^U9(QCV%2T 170!M90V[:4.=O7&.U<7*MJ M^#W?88\WDXRZ;6(#G!/K}.
[.Z.+28AMN$,YO3CK7$^!KY5^:UYJ%XMW%'-< M-)+'W4.>!0!W+['3# ,I[=0.(UV@Y.&W9>O*$] 14D62%$VWS0.0*=-"DJC>H,:WH*8%;78]6>"U<GND[AMK >$^E5H//"LH\5GQ-NJ7.?
F@&&6S!S&YQ@5M:=*K1R0B9I3"VQG(MQDU?H IMIMF\\D[VD#32+L>0H-S#T)[BI8K:.%88HUCC485$& ![*IZ* 4 M444 %%%% !2$ @@TM% #5 P/3%.1 ,"EH *,"BB@ I"/:EI#0 R$8B48Q[5)
M34&$ QBG4 %%%% !2'H:6B@#)%E?OJ[S>=':%: J0B+\TF.NXU5BT#4?[?749 M];GD@1G*6@0*F#T!/?%;J@AVXP/7/6GT & .*** #%%%% !@48%%% "$<8K+ M'AS1U0(-,MM@E,^/+'^L_O?
6M6B@"E.EZUPBP&-(?XG/WOH!TJE9Z/>VNNW% M\^J2RVTO2V9>$^AK:HH Q9M%T:+5UU!M-MS?2 -Q\&,%_7M6SCBFO'N=6W8 MQV]:?T% !14'RVW-V;03(;@+0,6?F"^N*D\U/+
[E*J,DYX% #Z,"JD>IVM6@+5 M/D/;BLOXG#/PVUP9Q^X'_H2U'HSZRNNV:%6_L;^S8_FP,>;B@#L;*** "BBB M@ KBK0 %V^/?^S5_P#0A7:UQ-ES\7=0]M-7_P!"% ';4444 %%%% !1110 M4444
%%%% !1110 4444 %%%% !0:** ,^W' $UN3CJ!S6A6?;# _{FET<]A N^%:%.6X!1112 ***BBB@ HHHH **** "BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@"M?\ -(/N?
^N+_P C7+?"Q=OPZTKG.48_ M^/&NIU# -(\+C_KD_P#(US'PP!7X=.;1G/,9/_CQH ["N,^(N&TS2H^,OJUL! MS_M5TO\ :4/VR:WP?W2@LPZ<]JYGX@!)]/T=E+;EU>VQ@?[7- '8MLWKNQGM
MFGTQHU=@6Y*G(I $%[S93Y!8>6V5'?CI7#Z1:21?"N^@EM(;1BDY$49R "3 M@D^OK7<7JEK&X49YC8<':N$\.C[5*KN*UL9;9V\]!"Q+,6W$9_&@#I_#$> M/"&D1D;@+6,?
^.BMH5E>'4>U\,Z9%,I61+:.64]0=HK6H*AMX1*&_M4M1,*TFM6: ._>U%M%L?%%A//& MRZG= PQ.@^\,X 8]WJ%)>:"+!KA+66]G@G6/[C80#0A_;-,JFWC\3Z9*]A- M/,J/MF3E8AC^9K
N)!IVI>$X+6>UM+J_G\^%Q@OE"?F_'F@#$TW3M/T_5/" MVD6-TEY:)=W%RL@ZALD$#T Z5ZR.E><:1#%I^NZ98YMI6\^XD>Y4;RFYB?*M'IZYKT=1A<4 JA:D?VC=_4?RJ^. ME-@%%%%(
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHH MH **** "BBB@ HHHH *.*VHG&FW9}(7_]!-CD \ /(_^A&ND MU+_D%WG_%P?_P!!-=U #J*** "BBB@ M IB@AB=Q,3T]*?
2#.XYZ=J %HHHH **** "BBB@ HHHH **** "BBD9@N,]S MB@!.**** "BBB@ HP*** "BBB@ HHHH *,9HHH **** "BBB@ HHHH 0 Y.3F MEJ.,L6;=C Z5)0 4444 %%%% !1110 4444 %%%%
$3INE1LXVJO6I.K7!NO MM4 A53"<^.3U [8JS0!S>K:E?Q>+=*TR*!"T^YCD-RY7E<#CGMDUR\,VH:') MH%I=(CAK^Y8&1MQ'!68;3VKT&73K:6]%VT0,XC\O?DYV^E7MQY?E+\K?,2=WL.F:]3
M'2O/_#OAI-&N-(TV<[KFR,TR^6,1@,W7ZUZ .E '*?$TX^`&M$?\\1_Z&M&B M6"PZ^U^WFM)/91#=M^1<#IGUI/B<+ S MSG!36S V:***0!1110 5Q5@Y/Q:U)<\#'3T_|"%=K?$:=_R5W5?^O!/
$(4 M =O1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%!H H6RXU&Z;& M,X `BKXZ50M)0^H7B< (5[>U7Z; ****0!1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% 9^MR)%HM\\DG MEQK;N6?T^4UA?#+_))QHG_7#^IK0\9DKX,U@C&?LK]?I6?\,O\ DFV@_P#7 ML/YF@#K:*KW5[#9^5YS$&601I@9R35*P0Z;J6IWFG6TS-
=6>//0H1MSTZ]. M -6BF&5%7TZ_TV74;6X66 MUBW[Y%Y V_>_E4^G:G::K817UE*);.491QW% %NBHI;F&! \TJ1J3@%S@&J& MI^(M(T:W>>_OX(510Q!<;L$X&!U- %LWL O19^?
FQZXJ*XU6VM=1 MM;&5R+BZ#&)0N<[>O-<\1-3O=)O+*.T_PN9]2N8C&ES&<,<29'+\UQTK3N; M: F\56MZ][!!$:HL,=Q(1*NX?/M /)-'; YI:.IR*=0 44C,%!+' R3Z5' M!<0W,2RP2+)&W1E.0:
);*** "BBB@ HHZ4U75L[6!QUP: '4444 %%%% !2 M$9I:A2ZA>=X%D4RH,LF>0/4B@":BBB@ HHHH ***B:XB2986D02 JU2W)<@N M EHHHH **** "BBHYIXH$##2R*BDXRQQS0!)12 A@".AI:
"BBB@ HHI"0 2> ME "+U/&*=2*P8<4M !1110 444$XH **:KANA!"L.=0 4444 %%%(3B@".3_ M %T?7O4M,.&P:?0 4TQJ6W%03ZTZB@!NQ=V[SZXIU%% '(_$ \ Y)QK/_7) M?_0UJ?2I)!K_
)'EL(OL43\<$XJ'XG9_P"%:.SC_GDO_H:U+HVMR7/B.ZT1 MH46.ULK>5)0?F_P S0!/XXUZW\,.$FH7$,LH.Q'"DR_N3P?0U*WQ"TY0$[K3K33]1.6=D'.!_!-4!@<_I6CIWBG1M-EEFBT_5/-N M
ID)@.*0,4P.^HKDC\0-'6RU+_P'-(?B#IP.#8ZE_X#FD!UU%MN:.LKA_!PSXX\;OW^UPC_P AU=7Q]IK' M-0 M\\P&L_P"\EWXA\5ZC]FFBMKJZB:%!5VEP$P<4 =W1110 4444 %%%% !1110 M 4444
%%%% !1110 4444 %%%(>E &3IUR&UC4K;G,;*1QV(K7'2LW3XHA?7 M\\9R9'7/X#%:5-@%%%%(HHHH **** "BBB@ HHHH **** "BBB@ HHHH ** M** "BBB@ HHHH **** "BBB@ HHHH ****
"DP/2EHH 3]!1@>@!.* $'P/0 M48'H*6B@!,#T%&!Z"EHH 3]!1@>@!:* $'P/048'H*6B@!,#T%<_ <>#]/N;V M6ZEDN6,KF1HS+\F<8X%=#10!BV?AJUL+/[+;W-VL>\N/WN2,]OI[4V#PS';Q M6B+]-
\ Z,Q8'S?OY.<-QR*W** ,.?PM8W,5]&\EP[7C!I DF,$?W?2L R;X=_M:0]L;>"\>_M4;/F>1<%3*3W;UKKZ* ,;,PO;36FGV_P!]NXUL<>6T\F0%]AZUMT4 >X9V27!QZ9]*7 M_A#
[/R+6(W5X5M4V1DR\D9SSZUT5%.'GP?9B:XFBO+^&6==A=)\;1_L^E11 M>"+!=2BO9[N^NWCC\O;*ZE\V1HY2&S MZ)A[5 #X:@AGMYOME[(;?\ U:R394<8Z5MT4 8I\-6C:=]A.USY)E,K?O.7
M),<$^GM3-4\,0ZG<)*+RZM0D)B5;=]HP36[10!@S^%,6Y"K+M37'A^&XU&VOAW["9>02&0S?O%(_NMCBNBNBH P+OPE8WTL(//=F2S "),<\=W M_O&G6WA>&WU">\-[>.K,VPR?*N>P%;M%
&7>:*+NWBA%[AJ. M3P^DEJ+2^T+]0&W;UFPWTSCI6Q10!@W?A:VO*FT^6[O"DL@E,GF_."_F#Z>MU-E\)V]Q.TDU[>LI=']5!+A5*@#CCH<5T%%& &?/!$ Q<13.\FZ%RZ8.,$C'Y5
MD3^";2ZMX89-1U-4BW?+'<,0Q)SD\\%U'>W_F[V8DSYW9['CIZ"NBHH YE_!-@ZH!>.:@@6=KCY)\;F M/KQR/.EN?"'W-Q*VK7^)98Y ADRL>PYPOH#WKI:* .?N/"<%Q);2-J.I));
MG(>.XVEQC.&XY%7UTK:N&NIV>8MG//3&/6C10!RD?@#3HPV+_5*QFX;,GD M'T'3VK6TG1()TY[-+B:96=W\R4[G^8YZ^U:M% &'<^&+:YT?\ LQKJ[2_ MO$R2X#E?
[V*I7O@:UOU0S.I]BR*BIOCN-N[%GCDUU-% &8NC*LJ2?:[G*@# M:\^4X[D8]E9^%H[77)M5;4+V5Y&*UN[N)5?#-NS]IUQFNAHH R1H:E+<27ETS0@#(M? ^DU+5+>1MOR6]QL08!BNEHH
PX?#,<.HI>#4;]RB M%!&\N4/N1CFH++PK)9:K%?'6+^<*&#Q32;D;/MCM71T4)M7^Z/RHVK_'1^_M5+10 W8O]T?E1L7^ZOY4ZB@!NQ?[]_E2A0O]]6B@ HHHH **** "BBB@ MHHHH ****
"BBB@ HHHH **** "BBD/2@"G8]%:X"CC25VLW2IO/^TMC $I M%:5-@%%%%(HHHH **** "BBB@ HHHH **** "BBB@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** "BB MB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M**** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ H MHHH **** "BBB@ HHHH *0]*6@]*_W2T$E+2-]TT 9FCDM[]]Y]E-,E96BCBZ_ZZFM6F]P M"BBBD 4444 %%%% !1110 4444
%%%% !1110 4444 % M%%% !103@9]+[3"6VB:,MZ;QF@"6BCM3%E5_N,K 'I'P'6G&55'SD+V&3B@!]%(#D5&UQ"C[&EC#>A89H EHI :7M0 44PS1A@I=0YZ
M*3R:0SHN=S*N.N2!B@"2BHUGC8 K(A!Z88H.: %HHHH **9YB[M]NX,O3/-(TR(0'=5)Z!F S0!)12 Y&:6@ HHHH ***:6Q_3WH =12 YZC%+0 M 44$XJ/SH_F^=?E^]R,/K0!)14<<\4IPDB,?]E@:DH
:DB29V,K8X.#G% M #] "BBB@ HHIGFJ2<$'!P<'I0 ^BD#9/0T$XH JWMM)<^3YHH 6BBB@ HHI,^QH 6BBB[N<8H =12;O:EH *** M* "BBB@ HHHH **** "BBB@ I&^Z;6D;A2: ,S1AA+G_
*ZFM2LO11*R7,DJ M@%Y3@#T%:E-@%%%%(HHHH **** "BBB@ HHHH **** M**BBB@ HHHH **** $8!D*GH1BO'/",6DW1BM+R6\, 34Y'AEC8G[ISACZ5[$
M^XQMLQNP<9]:\[TCPEXKTRS&FQZC9I:FY,KS)'^*ELD9]>U &AI7C+4K[6K MC2;C1_*N8;LQ.J29*P8R)3{'I7*^&/%W_"-",SFMKB>VO=9EM_M3G*IR< 'N M:W?^$)UV'6K?6H-3A.I?:2,B5D^_!C
3^OUJM<_#:49=.L;9+'+S+:5VU#>5 MX(SC% &)XDOM*E.H6VE]|*%QH1NU5SND;_8]O:NFU/O/HVKFV@O;'4HM;R:48X1#G8ZR$$J6OU4BHV^'%TU_K5XNH)'->7:74!"YV%1T 6I_
=W.T=X^HJ M=0>_BO+AQ'A6V#&T#MUH M^"?$&IZX^LB]@*16U_)#!)C 90?N_45R.IP,<_MBGQ=<:BNH3+:.Q1,@MG.Y,@_=%=YX8\7?
A^34D>\2>UNKM[F*,1X,9"-4>X\!Z;]%_=!RT&7E8]LG MK[XQ6M>:,I]G93W!G\SRH6FV1C+%0,\#O57P[X7MM \.0Z,&-Q$F2S/_ !,3 MDG'<M5;*W0AE@C# <';0!YGX:TAO'7A.3Q!>W=TNJW1D-
NZ2F,0X)V =,<5 M5\6Z!_8MMH4W%S?WT<=EQ:.'P!D8KIH/!6KZ797FF:/K@MM,N6=D1X S MP;N3M;//)-7M=\'OK=MH<37[1M! M:]%H\D\CQ)*X6*Z)+1@ Y49K3U?PU]JG MB?
1M7^V>7'IK.WD;.^86!'7MUK5OK)KK3;BTAD$!EB:.,J)KJVTV>VC2PNX2?+A?/S9QT/ M2NOTGPOI%GXIN 6$0I&L C"*.G.>;AU?PGJ>HO;G;+K*)9W 6&6W$ MGEYZX)-
%%_&MSI=W]NF/9&1=/L$N+2=GYN\\"H[7QYJ]\XD_L]UT>%EC"K, MSS%75BH;A>X&>M4KC3(.:\;Z/I<%E>)#H0*W5W(FU)L*.]@_Q#:,MWX*N;W6 MH=1EU*)6ANO/C,=N%<)C[A;/(H
HZ)X_E&@:=/JEK//=WL)Q'&MJF21&3V^@ MIM]\4K6"PDDMM-O'NA;&Z$4B;0$#;3N/8U87X?W5OIUI%9ZR8+NQN99[6?R0
MP02$[E*YYZU#>_ #:6 DN99M9D:6XTV6/BQ+W49KV+07M&A26V<@0S$\,^.@]ZU[#P M%+9^)M+UA]4\Q=/LELTA\H#<_/O9I[]WAS5[4KR>UUH6]M=6_DO;20"10<8 MW#/0T
9UGXKA\/66GZ5:6?XG:4EMY%K?W*+;Q MW.@AAW%$?@9%<_9^'Y_\8:5X:MKB5C:Z)-$;MX\@%R.W]*VT^`U]ITD+Z%K MGV' _$6.VN-UN)/_"=",G@\F@#5_X3&)KN2&'3KZ=$>-
&D1!A2WKJ*X3Q%KK M1Z1XM^P\VM&=_],5L[229WAR!D#^&NPG\$WXO>YN['7M8;S9]IB\H,7V]2# MGC-4M5^&TNJ6>LV!.IY?]HW<=eP&$62@3M[9H KKJ/AWP,J[IBY@TZ.YN
M"')CVG@'5]L>/[-U"]DGNP+ M>YTQ+':%Y#*<[JB?P#]V>(P.(@JI]$$ KGD\=:.([_QK=WL^ MA?V5 T:7>I-:R++PV$&6_E4&F^):/29]0-I87+W%W]9MXX%DWF1P,D@'H,9 -M7(/A >PK:-
_:0,]IJ+7L3BW ###)C/ZT2_#V<'S;,5S%_^(5I:)>]MI=?:K*6..6VD7:Y#]"*]W'Q(CM+5YI["5'34!9O&_!4 M$9!^M/O/AY+]%S>WEUJFZ\NYH7>1(@]A(^B@9_6I;CP'-+])%_T5_/YTL< M]L)!@#
Y_6@#8NQ$*VGAB?6I+:X2.*/S/)91O(SCM]:QI$XAP6-I]+3:?=? M:_ACFN(MHOL?H5/>IG\%3MX$;PTNJN"R[?M6SD#.<,?2]=YKN_&M&YUD_M^IVL5L2L 78$Z'KS0!;'C>VBM;F6ZL+N-
XKB.",$+EY/,QMXJEG-GFE\<^+D MD:41B=&6-SPN5'Y5/[@<*>\6Y,.K&"626"':%Q$#Y;1?SS6EX=\,7.CZOJFI7 M6H"[GOV5F_B"!<#'% '->%]/N?%SZI[^IZI[,.M=-%;16MRT:)&O'0=\BK^D M:K-
X2LSH>I27>]ZE#%)=DQGS&$.X[=Q/?M4]AX,U31=8O;C1]=^SV%TQD^Q2 M0"18W/=3GBEE\&:BVHKJ4>M[:][-K2>5H PD4G((&>,,&@"I>?$F.*2{6>GS7 M*R6#7RL/0'1?\.]8>M:P?$OC?P; ?M
TW4+5[@Q(V 2>[?2MM?AN8}>2VU5 MHUBT^2RVF(/QW\>:?=VEM/%;W2 :#*L:.N&W)U!K MA_&V@SZ;-.6YNKA8[B_DO&O;:VW-IDX _6M7PWX>U#6=-%%2[6S.FSRQ0RFW
M_P"/A#QO((/ZA;^?'!;1AB%!P3R:MIXZMY-7M[!;.M.[G$LDJ)DE3 $B*#M'KUJOH(@"71=6TR^,56N#8VCVP4Q ;@W.?;FV_@:\BN MK2XEUDS/;WTMT2\0RP<8VY]O6@#%L?
$3ZSIGA^\\003F>YU"06S6[;$3:2!O MQU'%=/>,K*ZO;>'[+=QV]U,T-O=LO[0KP<'Z@BLG3/A[>V^G:=:,7&H($L;.MZ2Y4(GWT8Y"Y[=:MV?@.YM4TVU;5O,T^PN7GCMS"3DE@"V><$T 36'0!L;_
M %"UM$L+_^,7-U):132(!=!D]^CG%=C7#VG@.ZM9-_?\M4,UC]$MX/W7W@X(M*_KUKN* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHIH **** ,)^(YN8]-
TN6VO+BVS],,GD/M+([8(K+\/^)Y-)OM9M;B>[MQM/M[P6]FS(2Y)Z@L<9P>]=)XQT&_P!?@TV&SFBCC@OHKF8,/O*AS@4GB[0+ M_6H[!+":)(XKC?<12+\LJ^C^G6@
P"$WTHZ79WZO*4NIF@BCV _74X(_2]P M^(6EOI%U#!=$=>)&D2(-YV9W"H,&N'UG1Y">:A:1M];W M?BNNMM,U?2 "36=D;4ZEM;80NR-6/M[5D>#/#?B#0;MEO6LFCFW27=P@S+<2
M$\$GL!0!O:IXEL],GEA82SS0Q>=+'"N2B>IKD-6U0^)/&VB:?8ZA>PV-W82W M"R6[;6XVGWQW%;.I^'|7A\1ZG]NE?9YA[5HMO\'VW85! (]>IXJMH?@N^T M?6_#\@EC>RTNQE@9L_[OS^5
%G6=(URZEB@BUIK+2,>VW23+_K'D':LP>Y8LN\+MWJ&(!Q[XJ/QGIOB35G:VFD26BV#$F[68X9QV4>_MQ[U^&K75;73?*U46].KXBBMAA8T[#WH_VJ*** "BBB@ HHHH **** "BBB@ M
I",C%+2-]TT 4],(,<5>IL HHHI %%%% !1110 M4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1 M110 4444 %%%% !1110 4444 %%%% !2$9I:* &[%SG'-.HHH ****
"@\BB MB@!GEIG.!GUOS3P.044 %%%% !1110 4444 %%%% !1110 4444 %%%% #70 M21LA) (QD=11&@CB5 S,%&,L3TH =10.E% !1110 4444 %%%% !11D44 %%% M !1110 449HH **,T4
%%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 449HH **** "BBB@ HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **,BB@ HHHH ***,T %%%% !1110 4444
%%%% !1110 44 M44 %-DXB;C//XIU,E_U3?2@"MIB+'W0;3D9-6Z& 4444 M%%%% !1110 4444 %%%% !2&HHH (\U*X^(G]K72Z?;VAL5?$#/]XCWJL9OB MECB#3]}P.]&T>]
'FXE^*6.8M,J1+\/V/+TT>YZ5Z/M'O1M% 'G1/Q1# M8TLCVJ**Z^)TZ;A!8)ABI#CK[UZ5@48S0!YPTGQ17HFF$=_:[\ ;/Q-]UP M+>RVIQ!?;\Q^@KT_HP*
/,A> %!X7D6UL1MYVL.3]*C_M'XHD#%E:?!\UZG M@4M,#RTZI\300/L=I[_+0=4^)@ZVEK_WS7J.*7%(#RP:O\2B!_H=OD_[%78- M<\>Q6^V?28990>6'
KT7%&*=P//5\0>.",G1(SI1K_CHGC1(OQ->A8HQ1?R M _X2'QS_T XL^F:!X@\>?\)!XYQ_R!{C^-(?$/CD?\P2/AZ]$Q28I7\@/.1XC\ M=,W&B1@>]22?V P".3_S!(SKT+%&*+^0'GA\0>.@<#0HOSI?
[?\'7.-$C_ MO0Z,4[^0'G7_D/CD8!T-=?\)'XWS@:& M.>A-'_"1>.0.=#3->BXHIW\@/.AXB\>,L@#PI<\^PK MU3%+BE<#RD^/?&0(!\+W'O\ +0WCOQGMR/"UQ^5>]XHQ1S>0'E/_L#QACG
MPO8V_Q"\2B/]]X2N7;/4<<5)_PL3Q#NS_PB%T%Z&O2 ML44@/-3\1?$; D3[H@]*3_A96N#.?"-UQ];]+HH \R_X69K?_0HW?ZT?\+, MUO\ Z%&[_6O3:* /,Q\3-./_ #*5W^M' "S-9S@^$KO/T->F44
>9GXF;R#C M_A$K\O\2<#XF:SG_D4[O'T->FT4 >9 \"S=7[^$[S'T+_PLW5L \B\>?D;1 M+HP/2@#$4?$S4^_A6\'X&E_X69]>#_Q2U] WR:]{P/2EP* /-1\3=3VY_P"$ M4O<^F#1_PL_4_P#H5+_
+YKTG HP/2@#$S;_(6?J?\ T*E__P!\T#XFZH>G MA2^_$&O2<#TI<#HTH \U'Q-U,G!*7H_X":7_(69]>?^16O3_P !->DXHH \ MU_X6;JN?^13OFTUZ31B@#S?]"GJG_?%>C8%+0!YQ_PL

M^[+#'A35/?*4Q_"S[K_H4]5S_N5Z-1B@#SH?$ZZ)Q_PBF] >Z4W_(6A=]O" M>]9S_W8+-X:U)6/.-M"_%M2"3X+_ +Y%.Z[!;S.&/Q4L , _V7?\ _?ND'Q4L M3S_95_C_ *YUW7V*U_Y]XO\ OD4?8K7_)]XO^^11==A6.('Q2L,\Z;>_P#? MN@_%/3Q_S#;[_OW7;?8;3_GVB_[Y%'V&U_Y]HO\ O@4KKL%GW."Q4T\DC^S M;X8_Z9TX?%33>^GWV?\ KG7;_8K7_GWB_P"^!2&QM#UMHO\ O@55UV"S[G%? M\+3TO'_'A>_]^]3_ (6KI7_/A??]^C7;?8;3_GVB_P"^!0+&T'2VB'_ !1>/ M8+/N<1_PM72?^?"__P"_1I?^%JZ3_P! ^_\ ^_1KM_L=K_S[Q?\ ? H^Q6O_ M #[Q?]\"E[O8+'#CXK:2? ^7&_P#^_1I?^%JZ1_SXWW_?HUV_V*U_Y]XO^^!1 M]BM?^?>+_O@47CV"S[G$_P#"U=( )^Q7W_?HTQ_BUH<3]LMO=QL1D!H\'%=S M]CMO^?>+_O@5!/HNF7+ [Y["WD;&,M&";5UV"S[G%GXO^'0V-MSG_'*#\8/# M8SD7'_2%=?\ \([HQZZ7:?\ ?H4?\([HN,?V79_]^5HNNP6?>,#N4ZUUO_":*/^859_]^5H'AW1ATTNT'_;%:+KL4CE M_P#A;GA3O=2C_MF:4_%SPF/^7Q_^_9KISX=T4]=*L_\ ORM)_P (YHG_$"K M/_ORM{#F?^%N^$0 3>R?]^S2?\+=\(YQ]M?_ +]FNI_X1[1C_P PNT_[\K1_ MPCVC?] NT_[\K0!S ^+7A/&? MDF/^N9I3\6O"0_Y?F_[]FNE_P"$=T8_\PNT M_P"_0H/AW13_ ,PJS_[\K0!S_^+GA-NEXY_[9FFGXN>%MV%GF8^T9KJ/^$;T M3_H%6?\ WY6G?\(]HV,?V7:8_P"N*T <@GQ>\.OG:ESQ_L4A^+_AQOE"7+$\ M8"5V*Z!HZ@A=,M!GC_5"D7P_HZ$%=,M 1W$0IW78#&\,>,-(\1WEQ8Z GRAPHIC 41 ex10-56_001.jpg GRAPHIC begin 644 ex10-56_001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0 # L+ M#!D2$P\4'1H?'AT:'!P@)"YG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?,W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"'! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$ MA8;'B(F*DI.4E9:7F)F:HJ.DI:;GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.G]\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#?^&_@'PQ] MQA^^GO=,\V1-3NHE/GR+A5D(X8=]{#_ (5;X-_Z W_DU-_\75/X3?\ (L:C M_P!AB_]&&M*UU">VTNSU26_>>YO8E;[&Y4)OO'7F@"'_ (5; MX-_Z W_DU-_\71_P]WP;_P! ;_R:F_\ BZLS>),]9W@BL;9Y(2%FS.0"QD$8 MVG;[@\].1[TA\2:B9A%'8VQ*ND4A:9@-[32Q[NXEMK(R6SLG[T$_<:1HPW3'5">3R,8K, MO?%5]//!NMMD+(IF1T#8=6M[EEX=1N :('(@!9_X5;X-_Z W_DU-_\ %T?\ M*M\& P#0& \ )]; _.+T]lI,J7S;@]O* M+V>14ATY5\Z81P.*[*,;B,GY?8'CUQVR0"O_ ,*M\&]_ R:F_^+H_X5;X-M_P"@-_Y-3?\ Q=3Q^*;N14F%A#Y/[M7_ '^&WN#P,C& 1U/8^U.@\\43F!?/M M46=V.*I\Z8F/E[48,H(SO)R,C"Y!YX *W_"K?!O_$!O_)]; P"+H_X5;X-_MZ W_)-3?_%U/;^))8+2**=%>80_;&=WP/*"_2Y..,,FW_@0-1CQ7?E+@+81 M;[59I)?.9X\K&D3*R[@2) <<@=,^U #/^%6^#?\ H#?^34W_,71_P *M\&_M] ;_,FIO_BZL+XDECN(X4A#J;QH9-Q=F4-U) MB:YFW+$DPCDFBPQ4(Q& Q 5L<< C/>@#/_X5;X-_Z W_)-3?_%T?*M\&]_] M ;_R:F_^+J;S\2RA[:U%O/<*@19YYEV.A:5X\ M!7*E#DYP<<4[3_$%S]6]6 MD+1B)2ZOE X#HT*=(< M2I &%;ENV3QTHK?NQ^2T:;_V KC__'1T4 5 A_R+&H_P#88O/_$8;Z]=(MTU9)Y%T^U#W (F/E+ ^\!.2&XYR>3ZUR'PF_Y%C4?^PQ>2^C#7>4 8UW_&9I M306Z;:79T9DCMX0<*C!B" MTNQB'?<->21_"J*K$1A"K1)GZ,?>M%1ILCW),.8^Q2I)&9!A&6 64CZ*XYJE>:"]X+U)3$T5S]$ SM+ M$?(B1*0<#KE#^G:,_P"$=>+3M5L+5DA@OKE6&&)*Q%(TD'(/S$*^.HY% !;W MGAZ3^QV2UB0S[DLM\ !C*=5_V2#QCU]ZBBN?#,,URL=G#')!;M=.H@ W(N]# MCUP XQZ-[TW_ (1:= [N5)KOS;1C+(DC$"5'<(<@*H4$.A8'U-5)/".HSZ5=(M]S;+]#VRI%,F[;OS+O!&/NL)<=|=>PH V[B;3M&DBACT^5BB-*HMH=VP !2< M#GI@<9-1VTNE7%]*;/3/- ,DD9DN8H5VLV%D4DYR<:E;ZFIM0@U:.G%=Z=#:2 M_N&B;[1.T>TD@@@!&W=.F1\;S-.T"]TF\C6.WMKBW3R5%PUY)&X5(DC/[L(5 M)^0G[W.>U &]^IV<%O:W\5O+(VH[1& (D&] D9QGGLJF]\=SH2S6LV71=8N=(TNRN,#39!I[H0OV^0"8")XR21%E3EE M..>_/[H\+:A);.7OEAE@@"6B1$,B,)#(H8LNXJ"(AD8)"9/)H U4?1O;O%;: M,12730*#&,>9&7!S[HW- 4(Y='!MI8;66UM+8M>1!;<+'.=NP.._;@<<8[" MI!HM_)(EK,+9;%;J6Z,B2L9"9 Y*;=H PTA^,/0#CGB";0M7N[<6L\D"11VQ MMR4N9"MQQ@$QXVIZ\;CVS0!MI#ISWDMH+6(R0VX1@8QCRI"? E^A*'(]][W<6 MB:+%&)K6&&.[D^S?+'PQD R&]B$&2?09J33-%BTO4KR:V14MYXXE"AB3N4OD MG(\ O#OV-5V\ 6T>GV&G0+NLX+AY)$F"'7Y3E\ 9Y'*CFD'AC45GM=ILQ%#-$V5;#;4G:0Y_=Y M)*G &X $GKUH Z!+;29XD58[.6.%# H 5@BM@;/H< 8[\5GW)T.VE^R2:6/) M@*Q-(L ,XOKKS'W/&\;">0)E0,%D!"DY&02#VH 9>6NDV^G/:1&*TBN MU\DM"JCY#N;Z '+|^YJ;5]+U 2;,-!' #%C*N@*#"A@1GV(YK%_X1W5-L >+ M3Y1;^0L;/*V]%C9SEOD^4_,,.>1UID7A&[CA>/S;?:R8"!FV_=0;.GW%R[.8[?.QR2)SM_>;R:!O/;()H Z6BH8KRUG<)#