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STATESSECURITIES AND EXCHANGE COMMISSIONWashington, D.C. 20549FORM 10-K(Mark One)â˜’ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934For the fiscal year ended AugustÂ 30, 2024Oâ˜ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934For the transition period from to Commission File Number 001-38102PENGUIN SOLUTIONS, INC.(Exact name of registrant as specified in its charter)Cayman Islands98-1013909(State or other jurisdiction ofincorporation or organization)(I.R.S. EmployerIdentification No.)c/o Walkers Corporate Limited190 Elgin AvenueGeorge Town, Grand CaymanCayman IslandsKY1-9008(Address of Principal Executive Offices)(Zip Code)Registrantâ€™s telephone number, including area code: (510) 623-1231Securities registered pursuant to Section 12(b) of the Act:Title of each classTrading Symbol(s)Name of each exchange on which registeredOrdinary shares, $0.03 par value per sharePENGNasdaq Global Select MarketIndicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes â˜ No â˜’Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes â˜ No â˜’Indicate by check mark whether the registrant (1) has 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 the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes â˜’ No â˜Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 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). Yes â˜’ No â˜Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of â€œlarge accelerated filer,â€ â€œaccelerated filer,â€ â€œsmaller reporting company,â€ and â€œemerging growth companyâ€ in Rule 12b-2 of the Exchange Act.Large Accelerated FilerAccelerated filerNon-accelerated filerSmaller reporting companyEmerging growth companyâ˜’â˜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 Section 13(a) of the Exchange Act. â˜Indicate by check mark whether the registrant has filed a report on and attestation to its managementâ€™s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. â˜’If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. â˜Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrantâ€™s executive officers during the relevant recovery period pursuant to Â§240.10D-1(b). â˜Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes â˜ No â˜’The aggregate market value of the voting and non-voting common equity held by non-affiliates of the Registrant, based on the closing price of the ordinary shares on the Nasdaq Global Select Market on MarchÂ 1, 2024 (the last business day of the registrantâ€™s most recently completed second fiscal quarter) was approximately $1.17Â billion. Ordinary shares held by each executive officer and director, and their affiliated holders, have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.As of OctoberÂ 14, 2024, the registrant had 53,289,867 ordinary shares outstanding.DOCUMENTS INCORPORATED BY REFERENCEPortions of the registrantâ€™s Definitive Proxy Statement for the 2025 Annual General Meeting of Shareholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrantâ€™s fiscal year ended AugustÂ 30, 2024.1Table of ContentsÂ Â PagePART IÂ Item 1Business5Item 1ARisk Factors16Item 1BUnresolved Staff Comments48Item 1CCybersecurity48Item 2Properties49Item 3Legal Proceedings50Item 4Mine Safety Disclosures50Â Â PART IIItem 5Market for Registrantâ€™s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities51Item 6[Reserved]52Item 7Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations53Item 7AQuantitative and Qualitative Disclosures About Market Risk64Item 8Financial Statements and Supplementary Data66Item 9Changes in and Disagreements With Accountants on Accounting and Financial Disclosure108Item 9AControls and Procedures108Item 9BOther Information110Item 9CDisclosure Regarding Foreign Jurisdictions That Prevent Inspections110Â Â PART IIIItem 10Directors, Executive Officers and Corporate Governance111Item 11Executive Compensation111Item 12Security Ownership of Certain Beneficial Owners and Management and Related Stockholder

Matters111Item 13Certain Relationships and Related Transactions, and Director Independence111Item 14Principal Accountant Fees and Services111Â Â PART IVItem 15Exhibits and Financial Statement Schedules112Item 16Form 10-K Summary115Signatures1162Cautionary Note Regarding Forward-Looking StatementsThis Annual Report on Form 10-K (â€œAnnual Reportâ€) and the documents incorporated herein by reference contain â€œforward-looking statementsâ€ that are not historical in nature, that are predictive or that depend upon or refer to future events or conditions. These statements include, but are not limited to, statements regarding future events or our future financial or operating performance, the extent and timing of, and expectations regarding, our future revenues and expenses and customer demand, statements regarding the deployment of our products and services, statements regarding our reliance on third parties, statements regarding our rebranding initiatives and strategy, and statements using words such as â€œanticipate,â€ â€œbelieve,â€ â€œcould,â€ â€œestimate,â€ â€œexpect,â€ â€œforecast,â€ â€œintend,â€ â€œplan,â€ â€œpotential,â€ â€œshouldâ€ and similar words and the negatives thereof constitute forward-looking statements. These forward-looking statements are based on our current expectations or forecasts of future events, circumstances, results or aspirations and are subject to a number of significant risks, uncertainties and other factors, many of which are outside of our control, including but not limited to, global business and economic conditions and growth trends in technology industries (including trends and markets related to artificial intelligence (â€œAIâ€)), our customer markets and various geographic regions; uncertainties in the geopolitical environment; our ability to manage our cost structure; disruptions in our operations or supply chain as a result of global pandemics or otherwise; changes in trade regulations or adverse developments in international trade relations and agreements; changes in currency exchange rates; overall information technology spending; appropriations for government spending; the success of our strategic initiatives including our rebranding and related strategy, any potential collaborations, and additional investments in new products and additional capacity; acquisitions of companies or technologies and the failure to successfully integrate and operate them or customersâ€™ negative reactions to them; issues, delays or complications in integrating the operations of Stratus Technologies; the failure to achieve the intended benefits of the sale of SMART Brazil and its business; limitations on or changes in the availability of supply of materials and components; fluctuations in material costs; the temporary or volatile nature of pricing trends in memory or elsewhere; deterioration in customer relationships; our dependence on a select number of customers and the timing and volume of customer orders; production or manufacturing difficulties; competitive factors; technological changes; difficulties with, or delays in, the introduction of new products; slowing or contraction of growth in the memory market, LED market or other markets in which we participate; changes to applicable tax regimes or rates; changes to the valuation allowance for our deferred tax assets, including any potential inability to realize these assets in the future; prices for the end products of our customers; strikes or labor disputes; deterioration in or loss of relations with any of our limited number of key vendors; the inability to maintain or expand government business; and the continuing availability of borrowings under term loans and revolving lines of credit and our ability to raise capital through debt or equity financings. These and other risks, uncertainties and factors are described in greater detail under the sections titled â€œRisk Factors,â€ â€œCritical Accounting Estimates,â€ â€œResults of Operations,â€ â€œQuantitative and Qualitative Disclosures About Market Riskâ€ and â€œLiquidity and Capital Resourcesâ€ contained in this Annual Report and the risks discussed in our other Securities and Exchange Commission (â€œSECâ€) filings. Such risks, uncertainties and factors as outlined above and in such filings do not constitute all risks, uncertainties and factors that could cause actual results of Penguin Solutions to be materially different from such forward-looking statements. Accordingly, you are cautioned not to place undue reliance on any forward-looking statements.The forward-looking statements included in this Annual Report are made only as of the date of this Annual Report. We do not intend, and have no obligation, to update or revise any forward-looking statements in order to reflect events or circumstances that may arise after the date of this Annual Report, except as required by law.About This Annual ReportOn October 15, 2024, we changed our corporate name from â€œSMART Global Holdings, Inc.â€ to â€œPenguin Solutions, Inc.â€ We will refer to our current corporate name throughout this Annual Report. As such, unless the context indicates otherwise, the terms used herein, â€œPenguin Solutions,â€ â€œCompany,â€ â€œRegistrant,â€ â€œwe,â€ â€œour,â€ â€œusâ€ or similar terms refer to Penguin Solutions, Inc. and its consolidated subsidiaries. Our fiscal year is the 52- or 53-week period ending on the last Friday in August. Fiscal years 2024, 2023 and 2022 contained 53, 52 and 52 weeks, respectively. All period references are to our fiscal periods unless otherwise indicated.Penguin Solutions, Penguin Computing, Penguin Edge, the Penguin Solutions logo, SGH, SMART Global Holdings, SMART Modular Technologies, SMART, Intelligent Platform Solutions, CreeLED, Cree LED, J Series, XLamp, Stratus, Stratus Technologies, Stratus ztC, Stratus ztC Edge, Stratus ztC Endurance, ftServer, everRun, Tundra, SMART Embedded Computing, SMART Wireless Computing, Penguin-On-Demand, Zefr and our other 3trademarks or service marks appearing in this Annual Report are our trademarks or registered trademarks. Trade names, trademarks and service marks of other companies appearing in this Annual Report are the property of their respective holders.4PART IItem 1. BusinessOverviewAt Penguin Solutions, we understand the boundless potential of technology and support our customers in turning cutting-edge ideas into outcomesâ€”faster, and at any scale.With over two decades of experience as trusted advisors, Penguin Solutions is an end-to-end technology company solving complex challenges in computing, memory and LED solutions. Penguin Solutions designs, builds, deploys and manages high-performance, high-availability enterprise solutions, allowing customers to achieve their breakthrough innovations.We do this in partnership with our customersâ€”customizing solutions while facilitating rapid time to production, optimized long-term performance, high availability and enhanced value.As of the end of fiscal 2024, Penguin Solutions employed approximately 2,700 employees worldwide, with most located in the United States, China and Malaysia. We believe that our employees are the cornerstone of our success. To support their efforts, we aim to provide diverse, inclusive and equitable workplaces that we maintain through ongoing intentional actions.On October 15, 2024, we changed our corporate name from â€œSMART Global Holdings, Inc.â€ to â€œPenguin Solutions, Inc.â€ and changed our Nasdaq Global Select Market ticker symbol from â€œSGHâ€ to â€œPENG.â€ The changes to the corporate name and ticker symbol did not have any impact on our legal entity structure, financial statements or previously reported financial information.Business SegmentsThe most exciting technological advancements are also the most challenging for companies to adopt. We support our customers in achieving their ambitions across our computing, memory and LED solutions. With our expert skills, experience and partnerships, we help turn our customersâ€™ most complex challenges into compelling opportunities.We aim to deliver the highest quality products and services through our customer-centered approach. Drawing on our extensive knowledge in specialized domains, we bring customers new ideas and tailored solutions that can meet their most pressing needs. By combining leading-edge technologies with our unique software and services, we demonstrate our commitment to customer success.Over the past few years, we have been transforming our business from a holding company structure to a global enterprise solutions provider. As part of this transformation, on October 15, 2024 we rebranded as Penguin Solutionsâ„¢, reflecting our ongoing commitment to delivering leading-edge solutions that solve the complexity of AI. Along with the update of our company brand, we revised how we describe our business segments. Today we have Advanced Computing, formerly known as Intelligent Platform Solutions, Integrated Memory, formerly known as Memory Solutions, and Optimized LED, formerly known as LED Solutions.Divestiture of SMART BrazilOn November 29, 2023, we completed the divestiture of an 81% interest in SMART Modular Technologies do Brasil â€“ IndÃºstria e ComÃ©rcio de Componentes Ltda. (â€œSMART Brazilâ€) to Lexar Europe B.V. (â€œLexar Europeâ€), an affiliate of Shenzhen Longsys Electronics Co. Ltd.Presentation of SMART Brazil as Discontinued Operations: In accordance with authoritative guidance under U.S. GAAP, we have presented the balance sheets, results of operations and cash flows of SMART Brazil operations in this Annual Report, including in the accompanying consolidated financial statements and notes, as discontinued operations for all periods presented. The SMART Brazil operations were previously reported as part of our Integrated Memory segment. Unless otherwise noted, discussion within this Annual Report relates solely to our continuing operations and excludes the SMART Brazil operations.5See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Divestiture of SMART Brazil.â€Acquisition of Stratus TechnologiesOn August 29, 2022, we completed the acquisition of Storm Private Holdings I Ltd., a Cayman Islands exempted company (together with its subsidiaries, â€œStratus Technologiesâ€). At the closing, we paid a cash purchase price of $225.0 million, subject to certain adjustments. In addition, the seller had the right to receive, and we were obligated to pay, contingent consideration of up to $50.0 million (the â€œStratus Earnoutâ€) based on the gross profit performance of the Stratus Technologies business during the first full 12 fiscal months following the closing. In the second quarter of 2024, we paid in full $50.0 million related to the Stratus Earnout. See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Business Acquisitions â€“ Stratus Technologies.â€Our Products and ServicesAdvanced ComputingOur Advanced Computing segment offers high-performance, high-availability, fault-tolerant integrated computing platforms and services for AI, accelerated computing, machine learning (â€œMLâ€) and the internet of things (â€œIoTâ€) that span the continuum of edge, core and cloud. Within our Advanced Computing segment, we have two operating brands - Penguin Solutions, the umbrella brand for Penguin ComputingÂ® and Penguin Edgeâ„¢ products, and the StratusÂ® brand. Our Penguin Computing business focuses on technical computing for core and cloud environments via advanced high-performance computing (â€œHPCâ€) and AI solutions. Through our Penguin Edge business, we offer edge computing solutions for embedded and wireless applications, specializing in high-performance products for customers in government, health care, manufacturing and telecommunications. With our Stratus brand, we offer simplified, protected and autonomous fault-tolerant computing solutions in the data center and at the edge through its hardware, software and services offerings. We provide these leading-edge solutions to customers in the education, energy, financial services, government, hyperscale and manufacturing markets. Our Advanced Computing segment had net sales of $554.6 million, $749.7 million and $441.0 million in 2024, 2023 and 2022, respectively.Penguin ComputingThrough our Penguin Computing business, we provide a robust portfolio of hardware (including solutions based on the Open Compute Project (â€œOCPâ€)), software and services offerings. Our solutions are composed of servers, software, integrated turn-key clusters, enterprise-grade storage, networking hardware and software, as well as cloud-based solutions via our Penguin-On-Demandâ„¢ (â€œPODâ€) solution. Our product offerings include our OCP-inspired TundraÂ® Extreme Scale products to solve technical compute and density challenges. Our rack-mount servers and graphics processing unit (â€œGPUâ€) accelerated computing platforms give our customers powerful tools for the development and implementation of AI, ML advanced modeling and HPC applications. Complementing our compute, storage and networking hardware solutions is Penguin Solutionsâ€™ ClusterWare line of cloud and cluster management software. These products provide advanced capabilities for management of AI and HPC clusters ranging in size from department-level systems to supercomputers. Our products and services also enable customers to provide their own AI and HPC cloud with remote access via our proprietary browser-based Virtual Desktop Infrastructure (â€œVDIâ€) solution. Our solution approach includes design, build, deploy, manage, software automation and end-to-end services.Penguin EdgeOur Penguin Edge product portfolio brings together our SMART Embedded Computingâ„¢ (â€œSMART ECâ€) and SMART Wireless Computingâ„¢ (â€œSMART Wirelessâ€) brands, both of which operate under the unified Penguin Edge product brand. Penguin Edge products encompass system-on-modules (â€œSoMsâ€), single board computers (â€œSBCsâ€), peripheral component interconnect express (â€œPCIeâ€) accelerators and application-ready platforms including bladed edge servers. These solutions allow for insight, intelligence and analytical capabilities closer to where the data is generated, optimizing a range of use cases across industries and rugged environments.6Target markets for Penguin Edge solutions include network edge computing, government, telecommunications infrastructure and manufacturing applications, as well as IoT endpoint applications such as smart city, digital health, digital signage and smart buildings.In the second quarter of 2023, we initiated a plan to wind down manufacturing and discontinue the sale of legacy products offered through our Penguin Edge business by the end of 2025. See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Intangible Assets and Goodwill â€“ Impairment of Penguin Edge Goodwill.â€StratusThrough our Stratus brand, we provide for the continuous availability of business-critical applications by delivering zero-touch computing platforms that are designed to be autonomous, simple to deploy and maintain and protected from interruptions and threats. For 40 years, Stratus Technologies has provided reliable and redundant computing that has enabled global Fortune 500 companies and small-to-medium sized businesses to securely and remotely turn data into actionable intelligence at the edge, data center and cloud â€“ focused on both uptime and efficiency. As a result, IT and operational technology professionals across financial services, telecom, oil and gas, transportation, healthcare, retail and industrial automation rely on Stratus platforms and services to achieve greater productivity, efficiency, sustainability, safety, security and peace of mind.Our high-availability and fault-tolerant platforms include our Stratus ztC EdgeÂ® platform, a secure, purpose-built, highly automated computing platform for resource constrained and remote locations and rugged environments; Stratus ztC EnduranceÂ® and Stratus ftServerÂ® platforms, which offer fully integrated, fault-tolerant computing platforms for complex software workloads; our Stratus ftServer V series platform, a market leader for continuously available processing of high volume, highly-sensitive transactions that leverages Stratus Technologiesâ€™ Virtual Operating System; and Stratus everRunÂ® platform, a flexible software-only option for ensuring fault tolerance of third-party hardware. These platforms are backed by expert customer, professional and managed services dedicated to customer success.Integrated MemoryOur Integrated Memory segment enables high-performance, high-availability computing solutions through the design, development and advanced packaging of specialty memory and storage solutions. Products include dynamic random access memory (â€œDRAMâ€) modules, solid-state/flash storage and other advanced integrated memory solutions critical to networking and telecom, data analytics, AI and ML. Our Integrated Memory segment also offers SMART Supply Chain Services, which provides customized, integrated supply chain services to enable our customers to better manage supply chain planning and execution, reduce costs and increase productivity. Our Integrated Memory segment had net sales of $356.4 million, $443.3 million and $551.7 million in 2024, 2023 and 2022, respectively.SMART Modular TechnologiesThrough its brand SMART Modular TechnologiesÂ®, Integrated Memory has been helping customers enable high-performance computing through the design, development and advanced packaging of specialty integrated memory solutions for over 30 years. Our robust portfolio ranges from todayâ€™s leading-edge technologies to standard and legacy DRAM and Flash storage products. We provide standard, ruggedized and custom memory and storage solutions that meet the needs of diverse applications in high-growth markets.We collaborate closely with our global original equipment manufacturer (â€œOEMâ€) customers throughout their design process and across multiple projects to create solutions for demanding applications with differentiated requirements, such as specific form factors, higher density, lower power, specific firmware and greater durability and reliability compared to standard solutions. We target opportunities where we believe we can be a primary supplier of longer-lifecycle solutions to OEM customers for diverse and growing end markets within industrial, government, networking and communications, enterprise storage and computing as well as in other vertical markets. We offer an extensive portfolio of approximately 1,400 products available in standard and rugged formats.Our offerings include an extensive lineup of DRAM modules across a variety of DRAM technologies, including legacy synchronous DRAM, double data rate (â€œDDRâ€), DDR2, DDR3 and leading-edge, high-performance DDR4 and DDR5 DRAM devices. These technologies are incorporated into standard memory, enterprise memory and 7hybrid integrated memory solutions in both standard and rugged formats. Our DRAM modules encompass a broad range of form factors and functions, including dual in-line memory modules (â€œDIMMsâ€), nonvolatile DIMMs, differential DIMMs (â€œDDIMMâ€), load reduced DIMMs, registered DIMMs, unbuffered DIMMs, small-outline DIMMs and mini-DIMMs for industrial, government, networking and communications, enterprise storage and computing and other vertical markets. These memory modules come in configurations of up to 288 pins and densities of up to 128 gigabytes. We support leading-edge and emerging interconnect standards such as Compute Express Link (â€œCXLâ€). We utilize advanced printed circuit board and device packaging and stacking technologies to achieve cost-effective, high-density solutions. Our products are designed to meet the quality requirements of enterprise class systems pursuant to the stringent specifications required for various high-speed applications.We also design and manufacture embedded and removable Flash memory products in a variety of form factors and capacities, incorporated into storage and hybrid-integrated memory solutions in standard and rugged formats. Our Flash memory products include solid-state drives (â€œSSDsâ€), Serial Advanced Technology Attachment (â€œSATAâ€) and PCIe NVMe products in 2.5" enclosures, M.2 and other module form factors. We also offer Flash component products such as embedded MultiMediaCard (â€œeMMCâ€) and embedded and removable products in USB, CompactFlash and SD and microSD Card configurations. Our Flash capabilities include application-specific and customized firmware development.Our Integrated Memory segment also offers Zero Failure Rate (â€œZefRÂ®â€) memory modules to support powerful HPC platforms that process massive amounts of data. A Zefr memory module undergoes a rigid proprietary screening process which is performed on OEM original memory modules or SMART Modular Technologies memory modules to deliver ultra-high reliability for demanding workloads.SMART Supply Chain ServicesWe offer a wide array of supply chain services including procurement, logistics, inventory management, temporary warehousing, programming, kitting and packaging services. We tailor our supply chain service offerings to meet the specific needs of our customers and enable our customers to manage supply chain planning and execution, which reduces costs and increases productivity. Our supply chain services are based on our proprietary software platform, which is then integrated with customersâ€™ procurement management systems as well as our suppliersâ€™ distribution management systems. Our global footprint allows us to provide these services to customers and their manufacturing partners in many regions of the world. In addition, our global inventory management capabilities enable us to manage a vast array of customer and supplier part numbers across worldwide manufacturing and logistics hubs, which helps our customers minimize inventory levels while

maintaining reliable delivery and availability of supply.Optimized LEDOur Optimized LED segment offers a broad portfolio of application-optimized LEDs focused on improving lumen density, intensity, efficacy, optical control and/or reliability. Backed by expert design assistance and superior sales support, our Optimized LED products enable our customers to develop and market LED-based products for lighting, video displays and specialty lighting applications. This segment was formed after our acquisition of Cree LED in March 2021 and offers products under the Cree LEDÂ® brand. Our Optimized LED segment had net sales of $259.8 million, $248.3 million and $403.2 million in 2024, 2023 and 2022, respectively.Cree LEDFor over 30 years, Cree LED has been a leader in LED lighting technology, offering innovative and differentiated LED solutions to a broad base of customers across multiple market segments. The Cree LED product offering includes both chips and packaged LED components.Our Cree LED chip products include blue and green LED chips based on gallium nitride (â€œGaNâ€) and related materials. These chips are used in a number of applications and are available in a range of brightness levels, wavelengths (colors) and sizes. Products using our blue and green LED chips can be found in automotive, video displays, gaming displays, heart rate monitors and function indicator lights. Customers also combine our blue LED chips with phosphors to create white LEDs, which are used for indoor and outdoor illumination, medical and industrial applications and automotive interior lighting, indicators, headlamps and daytime running lights.Our Cree LED XLampÂ®, J SeriesÂ® and high-brightness product lines feature packaged LED components. The XLamp and J Series components meet a broad range of market needs for lighting applications, including general 8illumination (both indoor and outdoor applications), portable, architectural, signal and transportation lighting. Our high-brightness LED components consist of surface mount device (â€œSMDâ€) and through-hole packaged LED products. Our SMD LED component products are available in a full range of colors and are suitable for a variety of applications, including video, signage, general illumination, transportation, gaming and specialty lighting. Our through-hole packaged LED component products are available in a full range of colors and are primarily designed for the signage market.Manufacturing and TestOverviewWe have manufacturing and testing facilities that support one or more of our business segments, which are primarily located in the United States, Malaysia and China. Our manufacturing facilities in Newark and Fremont, California and Penang, Malaysia, which support our Integrated Memory and Advanced Computing operations, are all certified in one or more of the following: ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018. We also have a manufacturing facility in Huizhou, China for Optimized LED that is ISO9001:2015, ISO14001:2015 and IATF16949:2016 certified. In addition, we have a test and integration facility in Tempe, Arizona for our Penguin Edge product portfolio, which is part of our Advanced Computing business segment. We are a member of the Responsible Business Alliance (â€œRBAâ€), and our manufacturing facilities in Malaysia and California currently comply with the RBA Code of Conduct, which increasingly is a business requirement of our customers.Product testing is an important aspect of our manufacturing operations. We have established substantial technical expertise in the testing of products for high-end applications. Our extensive testing capabilities not only help to ensure a low defect rate, but also enable us to sell specialized testing as an additional service. We design customer-specific testing processes that differ from the core focus of standard providers. We have achieved stringent quality targets across a broad spectrum of system applications and customer-specific designs. Our staff includes experienced test engineers who have developed proprietary testing routines and parameters that, when combined with our advanced test equipment, enable us to diagnose problems in components as well as system design, characterize the performance of new products and provide high quality products at volume.Advanced ComputingWithin Advanced Computing, we utilize three primary methods of fulfilling product demand: using third-party contract manufacturers, building products to order based on sourced components and configuring products to order. In each case, we use components and subassemblies acquired from a wide range of vendors. For our Stratus brand, we primarily use third-party manufacturers for most products, with assembly in our Ireland facility for certain product lines. For Penguin Computing products, we have developed capabilities for design and development of large-scale systems and dense HPC and AI clusters that have significant power and cooling requirements, with manufacturing and testing for HPC products conducted at our Fremont, California facility. For our Penguin Edge product brand, we design and develop a wide range of embedded and wireless computing products that we manufacture, assemble and test at our manufacturing facilities in Newark, California and Tempe, Arizona.Integrated MemoryOur Integrated Memory manufacturing operations benefit from our many years of design experience and our existing library of proven designs that stress high manufacturability and quality. Over 30 years of manufacturing experience enables us to move quickly to high-volume production of new products, which is paramount in helping our customers achieve rapid time-to-market for their latest innovations. Our design efficiencies, high level of automation and expertise in advanced manufacturing processes power our build-to-order approach and help enable us to achieve high manufacturing yields, reduced direct labor costs and quick turnaround of both small and large production orders.For certain customers in our Integrated Memory segment, we employ extensive software-based electrical and thermal simulations and test our designs on high-end functional testers utilizing a broad array of test suites. These tests are designed to meet the quality requirements of enterprise-class systems with stringent specifications required for various high-speed and high-compute applications. We also conduct design verification testing of hardware, firmware, system integration and reliability. We continually work to improve our test routines and associated software. For our specialty memory products, we have developed a high-volume, fully automated 9reliability testing and screening capability that substantially exceeds standard industry practices. These capabilities enable us to reduce the occurrence of early-life failures and weak module fallout, which can save our customers from the significant expenses associated with replacing products that fail after field deployment.Optimized LEDWhile we do not own or operate wafer fabrication facilities, we have capabilities for subsequent stages of the product manufacturing cycle. In our manufacturing facilities in Huizhou, China, we receive LED chips from third-party wafer fabrication facilities, prepare and package dies into LED components, test components, and in some cases, assemble components on substrates or printed circuit boards to manufacture LED products. Through our years of investment and experience, we have developed expertise in LED technology that results in brighter, more efficient and lower cost LED chips and components for a broad range of lighting applications.CustomersWe believe that our customers look to us as a strategic partner based on our high-performance, high-availability, application-specific products, quality, technical support and global footprint. We also provide customized, integrated supply chain services for certain customers to assist them with the management and execution of their procurement and distribution processes. We believe our close collaboration with customers, customer-specific designs, long-lifecycle solutions and proprietary supply chain services create significant customer value. Our products are generally manufactured on a build-to-order basis. Our sales are made primarily pursuant to customer purchase orders and are not based on long-term supply agreements.We sell our products and solutions directly and through third-party channels, including distributors, value-added resellers, independent software vendors and systems integrators, to a diversified base of local and global OEM, enterprise and government customers.In Advanced Computing, we sell Penguin Computing products to enterprise and government customers in AI cloud services, energy, hyperscale and education markets; Penguin Edge products to OEM customers, system integrators and through distribution to government, telecom infrastructure, industrial, network edge computing and transportation markets; and Stratus products and services to financial services, telecom, oil and gas, transportation, healthcare, retail and industrial automation customers. We also offer IoT endpoint applications such as smart city, digital health, digital signage and smart buildings.In our Integrated Memory segment, we sell to OEM customers in industrial, government, networking and communications, enterprise storage and other vertical markets.Our Optimized LED segment sells LED chips and components to manufacturers and electronic component distributors. We sell our Optimized LED products and solutions using both channel and direct sales to a diverse base of local and global OEM and contract manufacturers that together support a broad range of customers. We also utilize third-party sales representatives that generally do not maintain product inventory. A substantial portion of our Optimized LED products are sold to distributors that stock inventory and sell our products to their customers, which include value-added resellers, manufacturers who incorporate our products into their own manufactured goods and end-users of our products. Like other global semiconductor component suppliers, our Optimized LED segment has historically experienced seasonally lower sales during the earlier part of the calendar year and may see similar trends in the future.In 2024, 2023 and 2022, sales to our ten largest end customers (including sales to contract manufacturers and original design manufacturers (â€œODMsâ€) at the direction of such end customers) accounted for 58%, 60% and 62% of total net sales, respectively. See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Concentrations.â€SuppliersTo address the needs of our customers, we have developed and maintained relationships with leading suppliers and contract manufacturers located in Asia, Europe and the Americas. Our semiconductor suppliers include many of the worldâ€™s largest memory manufacturers, including Samsung Semiconductor, Inc., Micron Technology, Inc., SK hynix, Inc. and Kioxia Holdings Corporation. They also include some of the worldâ€™s largest providers of computing, communications and graphics processers, including Intel Corporation, Advanced Micro Devices, Inc., 10NVIDIA Corporation and TD Synnex Corporation; as well as providers of subsystems including Intel and Giga-Byte Technology Co., Ltd.; networking products including Juniper Networks, Inc.; and suppliers of software products. Our contract manufacturers include NEC Corporation, Advantech Co., Ltd. and Celestica Inc. We often work with our suppliers in bidding for customersâ€™ design-in opportunities. We also work closely with our suppliers to better ensure that needed materials are available and delivered on time. Our established global network of materials sourcing helps ensure that our pricing remains competitive and allows us to provide a stable source of supply for our customers.We believe that our longstanding relationships with leading suppliers put us in a favorable position to procure sufficient quantities of materials, including during periods of industry shortages. Our flexible and responsive global manufacturing capabilities, inventory management systems and global IT system allow us to move materials from one site to another in a cost-efficient manner and often deploy what might otherwise be excess inventory among other products and customers. In our Advanced Computing and Integrated Memory segments, we purchase a significant portion of our materials from suppliers on a purchase order basis and generally do not have long-term commitments from our suppliers. Our Optimized LED segment has a number of supply agreements with third-party providers for LED chips in wafer or discrete form.Global macroeconomic headwinds have resulted in significant supply shortages across the supply chain. These shortages have increased the cost of materials needed to manufacture our products and have impacted our ability to manufacture products for our customers. Many of these issues relate to reduced investment in capacity by our suppliers as well as local government policies that have affected the ability of our suppliersâ€™ employees to work. Additionally, airline freight capacity limitations have increased our freight cost and affected the timeliness of some deliveries.Sales, Support and MarketingWe sell our products both directly and through third-party channels to global OEMs as well as enterprise, government and other end customers located across North America, Asia and Europe. Our sales and marketing efforts are conducted through an integrated process that engages our direct sales force, e-commerce, customer service representatives and on-site field application engineers (â€œFAEâ€) alongside a network of independent sales representatives, distributors, integrators and resellers. Larger customers are also often supported by dedicated sales and support teams. Our sales and marketing efforts also include a high level of involvement from our senior executives.Our on-site FAEs work closely with our sales team to provide product design support to our customers. Our FAEs collaborate with our customers, providing us insight into their business models and product roadmaps and enabling us to identify early-stage opportunities that can help grow our business. Our integrated sales network and FAEs together allow us to be more responsive to our customers and more successful in navigating each customerâ€™s unique and often complex design qualification and/or bid proposal processes.Our marketing activities include advertising in technical journals; publishing articles in leading industry periodicals; hosting webinars; publishing white papers, electronic newsletters and blogs; and utilizing direct email solicitation. We participate in many industry trade shows worldwide and have active memberships in a number of industry organizations, including the Joint Electron Device Engineering Council (â€œJEDECâ€), SD Card Association, Storage Networking Industry Association, Gen-Z Consortium, CXL Consortium, Trusted Computing Group, Open Compute Project, Sensor Open Systems Architecture Consortium, Peripheral Component Interconnect Special Interest Group and Illuminating Engineering Society (â€œIESâ€).Research and DevelopmentThe timely development of new products and services is essential to maintaining our competitive position. Our primary research and development (â€œR&Dâ€) activities are conducted at our R&D centers in the United States (Durham, North Carolina; Fremont, California; Irvine, California; Maynard, Massachusetts; Newark, California; Tempe, Arizona and Tewksbury, Massachusetts) and in Huizhou, China; Bangalore, India; New Taipei City, Taiwan; and Penang, Malaysia. Our R&D activities focus on driving innovation in our products and services as well as continuous process improvement for procurement, test and manufacturing.Our research and product development for Advanced Computing includes high-availability server architecture and design, high-availability software development (including virtualization, operating systems and systems 11management); server selection and occasional design; designs to enable integration of racks and clusters; storage system design and evaluation; high-performance network design; component testing for switches; cables and interface devices; development of software-defined storage systems; and embedded computer boards and systems.Our product development in Integrated Memory includes innovations for next-generation DRAM products, including DDR5, mobile DRAM, hybrid memories such as hybrid volatile and non-volatile DRAM, emerging interconnect standards such as CXL, enterprise memory and Flash-based products, and associated firmware development.R&D in our Optimized LED segment includes innovations for next-generation LED products, including chips, packages for high-power general illumination, next generation direct-view video displays and specialty applications such as horticulture lighting, architectural, torch and emergency vehicles. We plan to continue R&D focused on the innovation and design of these and other new products that address the needs of our customers, with a focus on faster-growing markets.We continue to develop a broad offering of Flash-based products for industrial, government, communications and enterprise storage and compute markets. Our engineering team is focused on firmware development, systems engineering and integration, system and platform validation, applications, and product and reliability engineering for new products.Our advanced engineering and design capabilities enable us to address our customersâ€™ increasingly complex needs. We design our products to be compatible with existing industry standards and, where appropriate, develop and promote new standards and provide custom solutions to meet customersâ€™ requirements. An important aspect of our R&D is understanding the challenges presented by our customersâ€™ requirements and addressing them using our industry knowledge, proprietary technologies and technical expertise. By working closely with our customers and suppliers, we are able to deliver technically advanced products designed to meet customer-specific needs with competitive solutions that satisfy our customersâ€™ memory, storage and compute requirements; shorten their time-to-market; and enhance the performance of their end products and applications.R&D expenses were $81.5 million, $90.6 million and $77.5 million in 2024, 2023 and 2022, respectively. As of AugustÂ 30, 2024, we had approximately 340 R&D personnel worldwide.CompetitionOur businesses compete with numerous global and local companies. The principal competitive factors in our markets include the ability to meet customer-specific requirements and provide high product quality, strong technical support, technologically advanced products and services, advanced testing capabilities, flexible and global delivery options, reliable supply and reasonable pricing.Across our Penguin Solutions business segments, our principal competitors include:â€¢Specialty memory products providers;â€¢Memory semiconductor manufacturers that also manufacture DRAM modules and Flash products;â€¢Supply chain service providers, including distributors and third-party logistics providers;â€¢Compute and storage systems providers;â€¢Semiconductor and subsystem manufacturers;â€¢Embedded computing platforms and systems providers;â€¢Providers of SoMs and SBCs;â€¢LED product manufacturers;â€¢Enterprise IT server vendors; andâ€¢Manufacturers of industrial computers.With respect to our Advanced Computing segment, within our Stratus business we primarily compete with manufacturers of enterprise servers and industrial computers. Our Penguin Computing business competes primarily with global manufacturers of HPC and AI products and services. For Penguin Edge products, primary competitors include makers of ruggedized computer boards and systems as well as manufacturers of edge computing devices, SoMs and SBCs.12Within our Integrated Memory segment, we compete against memory module providers and, to a lesser extent, large semiconductor manufacturers that utilize a portion of their capacity to manufacture memory modules.Within our Optimized LED segment, we compete with companies that manufacture and/or sell nitride-based LED chips as well as manufacturers of LED components concentrated primarily in indoor and outdoor lighting; specialty lighting including torch lamps (flashlights), horticulture and color-changing architectural lighting; signs and signals; and transportation.Some of our global competitors are large international companies that have substantially greater financial, technical, marketing, distribution and other resources as well as greater name recognition and longer-standing relationships with customers and suppliers than we do. These competitors tend to have limited customization and service capabilities and are generally focused on higher-volume memory, storage or compute products that are manufactured to industry-standard specifications. We believe that our close collaboration with customers, customer-specific designs, long-lifecycle solutions, superior products and proprietary supply chain services create significant customer loyalty that may provide an advantage when competing against large international companies.In addition, some of our competitors are also our suppliers or customers. See â€œItem 1A. Risk Factors â€“ Risks Related to Our Business â€“ We depend on a select number of customers for a significant portion of our revenueâ€ and â€œâ€“ We depend on a small number of sole or limited source suppliers.â€Intellectual PropertyIntellectual property is an important aspect of our business. We actively seek to protect and leverage our intellectual property to promote our business interests. As of AugustÂ 30, 2024, we owned or exclusively licensed approximately 1,732 patents, which are set to expire between 2024 to 2044, and had 310 pending patent applications. We continually review our development efforts to assess the existence and patentability of new intellectual property, which we work to protect as

appropriate. We believe the duration and scope of our most relevant patents are sufficient to support our business, which as a whole is not significantly dependent on any particular patent or other intellectual property rights.To protect our intellectual property, we rely upon a combination of patent, copyright, trade secret and trademark laws; contractual restrictions such as nondisclosure agreements, licenses and intellectual property assignment agreements; and policies and procedures. We pursue the registration of our domain names and trademarks in various jurisdictions and register trademarks in the United States and other countries as warranted. We maintain a policy requiring our employees, contractors, consultants and other third parties to enter into confidentiality and proprietary rights agreements to control access to our proprietary information. Additionally, we actively monitor data on our computer networks to assure compliance with data use policies. However, these laws, procedures and policies provide only limited protection and any of our intellectual property rights may be challenged, invalidated, infringed or misappropriated. Furthermore, the laws of certain countries do not protect proprietary rights to the same extent as the laws of the United States, which means that we may be unable to protect our proprietary technology in certain jurisdictions.While many of our products contain proprietary aspects and are protected by patents, some of our products are built around mature industry standards and have less patent protection. For these products, we rely on trade secrets and know-how to protect our proprietary interests. The absence of patent protection means that we cannot prevent our competitors from reverse-engineering and duplicating those products. Moreover, some of our product solutions incorporate open source software that is available under public licenses such as the GNU General Public License. We maintain policies and procedures to evaluate open source software used in our products and strive to minimize the risk of our proprietary intellectual property being inadvertently pulled under such licenses.Human CapitalAt Penguin Solutions, we put people first by nurturing a culture that supports creativity and growth. We value our employees and understand the importance of their contributions as well as personal development. We believe that at the best workplaces, employees feel inspired, engaged, valued and included. As part of our â€œpeople firstâ€ mindset, we are dedicated to advancing our people strategy by developing our talent, maintaining an engaged workforce and offering programs and rewards that attract and retain the best talent. At the core of our people 13strategy is a commitment to maintaining a safe and inclusive culture and ensuring that our workforce represents the diversity of the communities where we work.EmployeesAs of August 30, 2024, we had approximately 2,700 full-time employees (excluding contractors) in locations across the globe, including in the United States, China and Malaysia. We have never experienced a work stoppage at any of our locations and take pride in our good employee relations.Employee Engagement and DevelopmentContinuous growth requires ongoing investment in people, innovation and new opportunities. We are always improving our communications between employees and management teams in order to advance our company goals and enhance the employee experience. We aim to develop capable leadership that can meet the challenges of business growth while instilling a supportive and inclusive company culture. At all locations, we provide our employees with performance assessments and evaluations. We place a priority on identifying talent throughout the organization and providing them with development and coaching opportunities through our newly adopted annual talent calibration and succession planning process. We also provide employees with access to technical and leadership training and training on workplace culture and enrichment, covering topics such as harassment, healthy work environments, inclusion and global ethics and compliance.Diversity, Equity and InclusionWe are committed to diversity, equity and inclusion, which we believe starts at the top with an executive team that includes leaders from different backgrounds. We value diversity and inclusion and are proud that our employees represent various races, religious beliefs, genders, ages, national origins and points of view. We know that our diverse teams bring valuable perspectives and insights that help us consistently raise the bar and drive innovation forward. This philosophy applies to all levels of our organization, including our executive leadership team and our Board of Directors.We are committed to providing employees with an inclusive and nondiscriminatory work environment, which is outlined in our non-discrimination policy. Through this policy, we articulate people-oriented, fair treatment principles for the recruitment, promotion, performance evaluation, compensation, training and retirement of all employees. We have established a Global Diversity Council (â€œGDCâ€) focused on creating a working environment that offers equal opportunity employment so that all workers are treated with fairness and respect. The GDC enables us to expand on our strategy to nurture a diverse and inclusive work environment through initiatives such as employee resource groups and the recruitment of more diverse leadership.Wellness, Health and SafetyWe strive to provide and maintain a safe work environment and prioritize employee well-being throughout our operations. Our wellness program is supported by a committee that provides information and events throughout the year on health as well as mental and financial well-being. We also support mental health and wellness through our Employee Assistance Program, which offers free and confidential counseling and support for our employees and members of their households.Compensation and BenefitsWe offer compensation and benefits programs designed to motivate and reward our employees based on our pay-for-performance philosophy. We are committed to paying market competitive wages to attract key talent and work to help to ensure pay equality across our diverse workforce. Our bonus program links employee compensation to Penguin Solutionsâ€™ business performance. We also offer an Employee Stock Purchase Plan, equity compensation, retirement benefits and, in the United States, a 401(k) match program.Environmental RegulationsOur operations and properties are subject to various federal, state, local, foreign and international environmental laws and regulations that govern, among other things, environmental licensing and registries, protection of flora and fauna, air and noise emissions, use of water resources, wastewater discharges, management and disposal of 14hazardous and non-hazardous materials and wastes, reverse logistics (take-back policy) and remediation of releases of hazardous materials. We cannot be certain that future identification of environmental concerns or conditions, more vigorous regulatory enforcement, enactment of more stringent laws and regulations or other unanticipated events will not arise in the future. These developments could give rise to material environmental liabilities and related costs that could have a material adverse effect on our business, financial condition and results of operations.Available InformationOur address in the Cayman Islands is c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands, KY1-9008. Our principal U.S. executive offices are located at 1390 McCarthy Boulevard, Milpitas, California 95035 and our telephone number at this address is (510) 623-1231. Our principal website is www.penguinsolutions.com. Information contained on or accessible through our website is not a part of this Annual Report.Through our website, we make available free of charge our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to those reports, filed or furnished pursuant to Sections 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after they have been electronically filed with, or furnished to, the SEC.The SEC maintains a website (www.sec.gov) containing reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.15Item 1A. Risk FactorsYou should carefully consider the risks and uncertainties described below and the other information in this Annual Report, including â€œPART II â€" Item 7. Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€ and our consolidated financial statements and related notes. Our business, financial condition or results of operations could be materially and adversely affected if any of these risks occurs and, as a result, the market price of our ordinary shares could decline and you could lose all or part of your investment. As noted above in â€œItem 1. Business,â€ the financial results and operations of SMART Brazil have been presented as discontinued operations. While the divestiture of our SMART Brazil business continues to pose certain risks and uncertainties described below, unless otherwise noted, the financial results included in the risks below relate solely to our continuing operations and do not include the operations of SMART Brazil.This Annual Report also contains forward-looking statements that involve risks and uncertainties. See â€œCautionary Note Regarding Forward-Looking Statementsâ€ for additional information. Our actual results could differ materially and adversely from those anticipated in these forward-looking statements as a result of certain factors, including the risks facing our company described below and elsewhere in this Annual Report.Risk Factor SummaryThe following is a summary of the principal risks described below in this Annual Report. The following summary should not be considered an exhaustive summary of the material risks facing us, and it should be read in conjunction with the â€œRisk Factorsâ€ section and the other information contained in this Annual Report.Risks Related to Our Businessâ€¢Changing worldwide economic conditions could adversely affect our operating results and financial condition.â€¢Our operating results fluctuate from quarter to quarter, which make them difficult to predict.â€¢We have experienced losses in the past and may experience losses in the future.â€¢We compete in historically cyclical markets.â€¢Fluctuations in average selling prices may have a material adverse effect on our business, results of operations and financial condition.â€¢Tariffs or other trade restrictions or taxes have had in the past, and could have in the future, an adverse impact on our operations.â€¢We depend on a select number of customers for a significant portion of our revenue.â€¢Issues in the development of, our investment in, and use of AI or AI solutions, combined with an uncertain regulatory environment, may result in a material adverse impact on our business, results of operations and financial condition, reputational harm, liability or other adverse consequences to our business operations.â€¢The markets that we serve are highly competitive.â€¢We may be unable to optimally match purchasing and production to customer demand, which may have a material adverse effect on our business, results of operations and financial condition.â€¢Our future success depends on our ability to develop new products and services.â€¢Our customers often require that our products undergo a lengthy and expensive process of evaluation and qualification without any assurance of net sales.â€¢If our OEM customers decide to utilize standardized solutions instead of our specialty products, our net sales and market share may decline.â€¢We depend on a small number of sole or limited source suppliers.â€¢We may be unable to adapt to technological change or maintain or improve our manufacturing efficiency.â€¢Disruption of our operations at any one of our manufacturing facilities would substantially harm our business.â€¢We are subject to a number of procurement laws and regulations.â€¢Contracts with the United States Government may be terminated, cancelled or modified.â€¢Products that fail to meet specifications, are defective or that are otherwise incompatible with end uses could impose significant costs on us.â€¢Actual or perceived failures or breaches of our information and security systems, or those of our customers, suppliers or business partners, could expose us to losses.16â€¢Actual or perceived non-compliance with applicable data privacy and security laws, or that of our customers, suppliers or business partners, could expose us to losses.â€¢Some of our offerings utilize open source software, which may pose particular risks to our proprietary software, products and services in a manner that could harm our business or make it easier for competitors to enter our markets and compete with us.â€¢We could be prevented from selling or developing our software if our licenses are not enforceable or are modified so as to become incompatible with other open source licenses.â€¢Our indemnification obligations to our customers and suppliers could require us to pay substantial damages.â€¢We may need to raise additional funds, which may not be available on acceptable terms or at all.â€¢We have in the past made, and may in the future make, acquisitions, investments and/or alliances, which involve numerous risks.â€¢We may fail to realize the anticipated benefits of recent acquisitions or the sale of our SMART Brazil business.â€¢We have incurred, and may in the future incur, impairment charges related to our goodwill, which could have a material adverse effect on our business, results of operations and financial condition.â€¢We may incur liabilities relating to additional Brazilian withholding tax in connection with the sale of our Brazil business.â€¢The sale of our Brazil business could impair our ability to protect our trademarks and brand.â€¢If we are not able to maintain, develop and enhance our brand and our reputation, our business and results of operations may be adversely affected.â€¢We rely on third parties to sell a portion of our products and services.â€¢We may be unable to protect our intellectual property.â€¢Legal proceedings and claims could have a material adverse effect on our business, results of operations or financial condition.â€¢We may be required to pay royalties or obtain licenses to sell certain products.â€¢Changes in tax laws or potential adjustments by tax authorities could materially increase our tax expense, and our ability to use our tax attributes is limited.â€¢We reversed the valuation allowance for a significant portion of our deferred tax assets in the fourth quarter of 2023, and we may not be able to realize these assets in the future. Our deferred tax assets may also be subject to additional valuation allowances, which could have a material adverse effect on our business, results of operations and financial condition.â€¢We could incur substantial costs or liabilities as a result of violations of environmental laws.â€¢We may be unable to complete environmental, social and governance (â€œESGâ€) initiatives, in whole or in part, which could lead to less opportunity for us to have ESG investors and partners and could negatively impact our reputation or options for capital acquisition.â€¢Our worldwide operations, and those of our suppliers, business partners and customers, may be disrupted by events outside of our control.Risks Related to Our International Operationsâ€¢Our business is subject to the risks generally associated with international business operations.â€¢We are subject to the taxation requirements of the jurisdictions in which we operate, and if we fail to qualify for certain tax incentives or to comply with local tax regulations, we may suffer financial losses.â€¢Changes in foreign currency exchange rates could materially adversely affect our business, results of operations or financial condition.â€¢We are a holding company. If enacted, exchange controls may limit our ability to receive dividends and other distributions from our foreign subsidiaries.â€¢High rates of inflation in the future would materially adversely affect our business, results of operations and financial condition.â€¢We may have limited legal recourse under the laws of China if disputes arise under our agreements with third parties.Risks Related to Our Debtâ€¢Our indebtedness, and the terms of our debt instruments, including our credit agreement and the agreements governing our convertible notes and capped call transactions, could impair our financial condition, harm our ability to operate our business or hinder third-party acquisition attempts, and affect the value of our debt and ordinary shares.17Risks Related to Investments in Cayman Islands Companiesâ€¢We are a Cayman Islands company and, because the rights of shareholders under Cayman Islands law differ from those under U.S. law, shareholders may have difficulty protecting their shareholder rights or enforcing a judgment of U.S. courts against us in the Cayman Islands.Risks Related to Our Ordinary Sharesâ€¢The trading price of our ordinary shares has been and may continue to be volatile, and actual or perceived future sales of our ordinary shares could cause our share price to fall.â€¢If our estimates or judgments relating to our critical accounting estimates are based on assumptions that change or prove to be incorrect, our results of operations could fall below expectations of securities analysts and investors, resulting in a decline in the market price of our ordinary shares.â€¢Anti-takeover provisions in our organizational documents may discourage our acquisition by a third party, which could limit shareholdersâ€™ opportunity to sell their ordinary shares at a premium.â€¢We do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future.General Risk Factorsâ€¢Worldwide economic and political conditions, including terrorist attacks as well as other factors, may adversely affect our operations and cause fluctuations in demand for our products.â€¢We and others are subject to a variety of laws, regulations, or industry standards that may have a material adverse effect on our business, results of operations or financial condition.â€¢Our success depends on our ability to attract, retain and motivate highly skilled employees.Risks Related to Our BusinessChanging worldwide economic conditions could adversely affect our operating results and financial condition.The United States and global economies are facing increased levels of inflation, higher interest rates and potential recession. Adverse changes in economic conditions could harm our operating results and financial conditions in a variety of ways. For example, regional or global economic downturns could adversely affect demand for our products, which could adversely affect our revenue and potentially result in write-offs of excess or obsolete inventory. Inflation could also drive increases in our costs of revenue and operations, which we may not be able to successfully pass along to our customers. Higher interest rates could result in increased cash usage to service our variable rate indebtedness and increase the cost to us of refinancing our indebtedness.Our operating results fluctuate from quarter to quarter, which make them difficult to predict.Our quarterly operating results have fluctuated in the past and may fluctuate in the future. As a result, our past quarterly operating results are not necessarily indicative of future performance. Furthermore, we may not be able to maintain the margins we have achieved in recent periods. Our operating results in any given quarter can be and have been influenced by numerous factors, many of which we are unable to predict or are outside of our control, including:â€¢the loss of, significant reduction in, or variability in the timing of sales to, or demand from, one or more key customers, which can be affected by factors such as the timing of customer deployments or customer budget considerations;â€¢the acquisition of other companies or technologies, the failure to successfully integrate and operate them, or customersâ€™ or suppliersâ€™ negative reactions to them;â€¢a disruption in, or termination of, our supply relationship with one or more key suppliers;â€¢supply shortages that may impact our ability to manufacture products for our customers and may result in rising prices of the materials we need to manufacture our products;â€¢our failure to develop new or enhanced products and introduce them in a timely manner;â€¢the timing of our entry into new contracts or timing of revenues recognized from our customers, which can be affected by factors such as singular large-scale projects in one period not recurring in subsequent periods or customer decisions as to the completion of delivery and system go-live events; and18â€¢other factors described in this â€œRisk Factorsâ€ section.Due to the various factors mentioned above and other factors, the results of any prior quarterly or annual period should not be relied upon as an indication of our future operating performance. In one or more future periods, as has happened in the past, our results of operations may fall below the expectations of securities analysts and investors. In that event, the market price of our ordinary shares would likely decline. In addition, the market price of our ordinary shares may fluctuate or decline regardless of our operating performance.We have experienced losses in the past and may experience losses in the future.Our business has experienced quarterly and annual operating losses. For example, in 2024, we had a net loss of $52.5 million. Our ability to achieve or maintain profitability depends in part on revenue growth from, among other things, increased demand for our integrated memory solutions, products and related service offerings in our current markets, growth in our Advanced Computing and Optimized LED segments, the performance of our acquired companies as well as our ability to expand into new markets, including those related to AI. We may not be successful in achieving the revenue and revenue growth necessary to maintain profitability. Moreover, as we

continue to expend substantial funds for research and development projects, enhancements to sales and marketing efforts, integration of acquisitions and to otherwise operate our business, we cannot assure you that we will achieve or maintain profitability on an annual or quarterly basis even if our revenue does grow.We compete in historically cyclical markets.Historically, the markets in which we compete have been highly cyclical and have experienced significant downturns often connected with, or in anticipation of, maturing product lifecycles of both component suppliers and electronic equipment manufacturers and/or declines in general economic conditions. These downturns have been characterized by diminished product demand, production overcapacity, high inventory levels and accelerated erosion of selling prices and inventory values. Our business depends on the continued growth of technology utilization, the electronics industry and on end-user demand for our customersâ€™ products. Economic downturns often have had an adverse effect upon manufacturers and end-users of electronics products. The timing of new product developments, the lifecycle of existing electronics products and the level of acceptance and growth of new products can also affect demand for our products. Downturns in the markets we serve could have a significant negative impact on the demand for our products. Additionally, due to changing conditions, our customers have experienced and may in the future experience periods of excess inventory that could have a significant adverse impact on our sales. During a downturn in any of the markets that we serve, there is also a higher risk that some of our trade receivables become delinquent or even uncollectible and that our inventory would decrease in value. We cannot predict the timing or the severity of the cycles within our industries. In particular, it is difficult to predict how long and to what levels any industry upturn or downturn, or general economic strength or weakness, will last or develop. Reduced demand for our products could have a material adverse effect on our business, results of operations and financial condition.Fluctuations in average selling prices may have a material adverse effect on our business, results of operations and financial condition.The markets for our Integrated Memory products have historically been characterized by declines in average selling prices. Our average selling prices may decline due to several factors, including general declines in demand for our products and excess supply of DRAM and Flash memory components, including as a result of overcapacity. In the past, transitions to smaller design geometries and other factors causing overcapacity in memory markets have led to significant increases in the worldwide supply of memory components. If not accompanied by increases in demand, supply increases usually result in significant declines in component prices and, in turn, declines in the average selling prices and profit margins of our products. During periods of oversupply, our net sales may decline if we fail to increase sales volume of existing products or to introduce and sell new products in quantities sufficient to offset declines in selling prices. Our efforts to increase sales or to introduce new products to offset the impact of declines in average selling prices may not be successful. Furthermore, our competitors and customers also impose significant pricing pressures on us. Declines in average selling prices have in the past had, and may again in the future have, a material adverse effect on our business, results of operations and financial condition. Declines in average selling prices also might enable OEMs to pre-install higher density memory modules into new systems at existing price points, thereby reducing the demand for future memory upgrades. In addition, our net sales and gross profit may be negatively affected by shifts in our product mix during periods of declining average selling prices.19Tariffs or other trade restrictions or taxes have had in the past, and could have in the future, an adverse impact on our operations.We source materials from and sell and manufacture products in foreign countries, including China, making the price and availability of our merchandise susceptible to international trade risks and other international conditions. For example, any economic and political uncertainty caused by the U.S. tariffs imposed on goods from China, among other potential countries, and any corresponding tariffs or currency devaluations from China or such other countries in response, has negatively impacted, and may in the future, negatively impact, demand and/or increase the cost for certain of our products, particularly within our LED business. In addition, many of our customers rely heavily on international trade. The imposition of tariffs, duties, border adjustment taxes or other trade restrictions by the United States could also result in the adoption of new or increased tariffs or other trade restrictions by other countries. Tariffs may in the future increase our cost of materials and may cause us to increase prices to our customers which we believe may reduce demand for our products. Our price increases may not be sufficient to fully offset the impact of tariffs and may result in lowering our margin on products sold. If the United States Government increases or implements additional tariffs, or if additional tariffs or trade restrictions are implemented by other countries, the resulting trade barriers could have a significant adverse impact on our suppliers, our customers and on our business. We are not able to predict future trade policy of the United States (including any potential changes in U.S. trade policy if there is a change in administration) or of any foreign countries in which we operate or purchase goods, or the terms of any trade agreements or their impact on our business. The adoption and expansion of trade restrictions and tariffs, quotas and embargoes, the occurrence of a trade war or other governmental action related to tariffs or trade agreements or policies, has the potential to adversely impact demand for our products, our costs, our customers, our suppliers and the world and U.S. economies, which in turn could have a material adverse effect on our business, operating results and financial condition.We depend on a select number of customers for a significant portion of our revenue.Our principal customers include global distributors, enterprise users, government agencies and OEMs that compete in the computing, networking, communications, storage, aerospace, government, mobile, industrial automation, IoT, industrial IoT, government, military and lighting markets. In 2024, 2023 and 2022, sales to our ten largest end customers (including sales to contract manufacturers or ODMs at the direction of such end customers) accounted for 58%, 60% and 62% of net sales, respectively. In 2024, 2023 and 2022, we had one, one and three customers account individually for over 10% of our net sales. In some cases, our customers also compete with us and/or are our major suppliers. We expect that sales to relatively few customers, including distributors in our Optimized LED business, will continue to account for a significant percentage of our net sales for the foreseeable future. However, we can provide no assurance that any of these customers or any of our other customers will continue to utilize our products or our services at current levels, or at all, since sales of our products are made primarily pursuant to purchase orders and are not based on long-term supply agreements. Although we have master agreements with some of our customers, these agreements govern the terms and conditions of the relationship and do not typically contain requirements for them to purchase minimum volumes. Because of the uncertainty of the timing and volume of orders from our customers, sales to our customers have varied from period to period and may vary significantly in the future, and our ability to forecast our sales have been, and may in the future be, difficult. Our customer concentration may also subject us to perceived or actual bargaining leverage that our key customers may have, given their relative size and importance to us. Since a large percentage of our sales is to a small number of customers that are primarily large enterprises or OEMs, these customers are able to exert, have exerted and we expect will continue to exert, pressure on us to make concessions on price and on terms and conditions which can adversely affect our business, results of operations and financial condition. If our key customers seek to negotiate their agreements on terms less favorable to us and we accept such unfavorable terms, such unfavorable terms may have a material adverse effect on our business, results of operations and financial condition. Additionally, our services include point-in-time services, such as design and implementation, as well as longer-term managed services that are typically subject to renewal after an initial term of a year or sometimes longer. Accordingly, unless and until we diversify and expand our customer base, our future success will significantly depend upon the timing and volume of business from our largest customers and the financial and operational success of these customers. Furthermore, many of our customer and supplier markets are characterized by a limited number of large companies. Industry consolidation and company failures could decrease the number of potential significant customers for our products and services. The decrease in the number of potential significant customers will increase our reliance on key customers and, due to the increased size of these companies, may negatively impact our bargaining position and thus our profit margins. If we were to lose one of our key customers or have a key customer cancel a key program or otherwise significantly 20reduce its volume of business with us or fail to pay us in full for the goods or services purchased from us, our sales and profitability would be materially reduced and our business and financial condition would be seriously harmed.Issues in the development of, our investment in, and use of AI or AI solutions, combined with an uncertain regulatory environment, may result in a material adverse impact on our business, results of operations and financial condition, reputational harm, liability or other adverse consequences to our business operations.We are making significant investments in AI initiatives, including designing, building, deploying and managing AI and high-performance computing infrastructure. AI technologies, markets and related demand trends are complex and rapidly evolving, and we face significant competition from other companies, including companies with greater resources than ours, and an evolving regulatory landscape. If we fail to develop and timely offer AI solutions or keep pace with the product offerings of our competitors, or if demand for such products does not grow as anticipated, our business could be adversely affected. We may incur significant costs, resources, investments and delays and not achieve a return on investment or capitalize on opportunities presented by AI.The introduction of AI technologies into new or existing products may result in new or enhanced governmental or regulatory scrutiny, litigation, confidentiality or security risks, ethical concerns, or other complications that could materially and adversely affect our business, results of operations or financial condition. Existing laws and regulations may apply to us or our customers in new ways, and new laws and regulations may be instituted, the effects of which are difficult to predict. The intellectual property ownership and license rights, including copyright, surrounding AI technologies has not been fully addressed by courts or national or local laws or regulations, and any use or adoption of third-party AI technologies into our products and services may result in exposure to claims of copyright infringement or other intellectual property misappropriation.Additionally, the rapid evolution of AI technologies requires the application of resources to help to ensure that AI is implemented responsibly in order to minimize unintended, harmful impact. The development and use of AI technologies presents emerging ethical and social issues, and if we enable or offer solutions that draw scrutiny or controversy due to their perceived or actual impact on customers or on society as a whole, we may experience brand or reputational harm, competitive harm and/or legal liability.The markets that we serve are highly competitive.The markets that we serve are characterized by intense competition. Our competitors include many large domestic and international companies that have substantially greater financial, technical, marketing, distribution and other resources, greater name recognition, broader product lines, lower cost structures and longer-standing relationships with customers and suppliers than we do. As a result, our competitors may be able to respond better to new or emerging technologies, such as generative AI, or standards and to changes in customer requirements. Further, some of our competitors are in better financial and marketing positions from which to influence industry acceptance of a particular product or service standard or competing technology than we are. Our competitors may also be able to devote greater resources to the development, promotion and sale of products and services, and may be able to deliver competitive products and services at a lower price than we can. In addition to competing with certain portions of our product and services offerings, certain of our competitors are also our significant customers, suppliers, or both. Finally, Chinaâ€™s stated national policy to be a global leader in all segments of the semiconductor industry by 2030 has resulted in and may continue to cause increased competitive capability in China.Across all of our markets, we also expect to face new companies that may enter our existing or future markets with similar or alternative offerings, which may be less costly or provide additional features. We also face competition from current and prospective customers that evaluate our capabilities against the merits of manufacturing products or developing solutions internally. Competition may also arise due to the development of cooperative relationships among our current and potential competitors and/or suppliers or third parties to increase the ability of their offerings to address the needs of our prospective customers. Accordingly, it is possible that new competitors or alliances among competitors and/or suppliers may emerge and acquire significant market share.Competitive pressure has led in the past and may continue to lead to intensified price competition resulting in lower net sales and lower profit margins which could negatively impact our financial performance. Our efforts to 21maintain and improve our competitive position, or our failure to do so, could have a material adverse effect on our business, results of operations and financial condition.We may be unable to optimally match purchasing and production to customer demand, which may have a material adverse effect on our business, results of operations and financial condition.In most cases we do not obtain long-term purchase orders or commitments from our customers, but instead we work with our customers to develop non-binding estimates or forecasts of future requirements. Utilizing these non-binding estimates or forecasts, we make significant decisions based on our estimates of customer requirements including determining the levels of business that we will seek and accept, production scheduling, component purchasing and procurement commitments, inventory levels, product development or customization, personnel and production facility needs and other resource requirements. Customers may cancel, reduce or delay orders that were either previously made or anticipated, often with little or no notice to us, and generally without penalty, which can result in us having underutilized resources or excess materials. Conversely, customers may require rapid increases in production, which can challenge our resources and can reduce profit margins. We may not have sufficient capacity at any given time to meet our customersâ€™ demands. As many of our costs and operating expenses are relatively fixed, reduction in customer demand has had in the past, and could in the future have, a material adverse effect on our business, results of operations and financial condition.Additionally, we have had in the past and expect we could again have in the future, inventory write-downs and/or write-offs due to obsolescence, excess quantities (including due to decreased demand) and declines in market value below our costs. In particular, if product obsolescence causes product demand to decrease or we fail to forecast demand accurately, we could be required to write-off inventory or record underutilization charges, which would have a negative impact on our profit margins and our profitability. Any one or more of these occurrences could have a negative impact on our results of operations and financial condition.Our future success depends on our ability to develop new products and services.The markets that we serve are subject to rapid technological change, product obsolescence, frequent new product introductions and feature enhancements, changes in end-user requirements, evolving industry standards, and frequent innovations and disruptions in the markets in which we compete for products and services. Our ability to successfully compete and to continue to grow our business depends in significant part upon our ability to develop, introduce and sell new and enhanced products and services on a timely and cost-effective basis, and to anticipate and respond to changing customer requirements and competition. We have invested and expect to continue to invest heavily in research and development for new and innovative products, including AI solutions. In addition, we have invested and expect to continue to invest significant time and capital into developing infrastructure, employee training and marketing efforts to expand our services offerings. However, there can be no guarantee that our evolving business strategy or our efforts will be successful or that our new products or services will gain market acceptance, be price competitive or result in any significant increase in our net sales. If these investments fail to provide the expected returns, then such failure could have a material adverse effect on our business, results of operations and financial condition.Additionally, we have experienced, and may experience in the future, delays and unanticipated expenses in the development and introduction of new products and services. A failure to develop products with required feature sets or performance standards, or delays in the development, introduction and qualification of new products or services, could significantly reduce our return on investment as well as our net sales, provide a competitor a first-to-market advantage and allow a competitor to achieve greater market share, or cause our customers to cancel their orders (generally without penalty), all of which would have a material adverse effect on our business, results of operations and financial condition.Our customers often require that our products undergo a lengthy and expensive process of evaluation and qualification without any assurance of net sales.Our products are often incorporated into customersâ€™ systems at the design stage. We rely on OEM and other customers to select our product designs, which we refer to as design wins, and then to qualify our products for production buys. With OEM and other customers, we often incur significant expenditures in the development of new products without any assurance that the customer will select our products for purchase. Furthermore, even if 22a customer designs one of our products into its system, we cannot be assured that they will qualify or use our product in production, that the customerâ€™s product will be commercially successful or that we will receive significant orders as a result of that design win or qualification. Generally, our customers are not obligated to purchase our products even if we achieve a design win. If we are unable to achieve design wins or if our customersâ€™ systems incorporating our products are not commercially successful, it could have a material adverse effect on our business, results of operations and financial condition.In addition, because the qualification process is both product-specific and platform-specific, our existing customers sometimes require us to re-qualify our products, or to qualify our new products, for use in new platforms or applications, which can be time-consuming and cause reductions in our net sales during the design and qualification period. Likewise, when our suppliers discontinue production of components, it may be necessary for us to design and qualify new products for our customers. Such customers may require of us or we may decide to purchase an estimated quantity of discontinued components necessary to help to ensure a steady supply of existing products until products with new components can be qualified. Purchases of this nature may not be available, or they may affect our liquidity. Additionally, our estimation of quantities required during a transition may be incorrect, which could adversely impact our results of operations through lost revenue opportunities or charges related to excess and obsolete inventory.We must devote substantial resources, including design, engineering, sales, marketing and management efforts, to qualify our products with existing and prospective customers in anticipation of sales. Significant delays in the qualification process could result in an inability to keep up with rapid technological change or new, competitive technologies. If we delay or do not succeed in qualifying a product with an existing or prospective customer, we will not be able to sell that product to that customer, which may result in us losing potential revenue and holding excess or obsolete inventory, any of which may have a material adverse effect on our business, results of operations and financial condition.If our OEM customers decide to utilize standardized solutions instead of our specialty products, our net sales and market share may decline.Many of our specialty

products are specifically designed for our OEM customersâ€™ systems or products. In an effort to reduce costs, a number of our OEM customers design standardized or commodity components, modules or subsystems into their products. Although we also manufacture standard components, modules and subsystems, an increase in such efforts by our customers could reduce the demand for our higher priced specialized or customized solutions, which in turn would have a negative impact on our business, results of operations and financial condition. In addition, when customers utilizing custom solutions choose to adopt a standard instead of custom or specialty components, modules or subsystems, new competitors producing standard components, modules or subsystems may take a portion of our customersâ€™ business previously purchased from us.We depend on a small number of sole or limited source suppliers.We are dependent upon a small number of sole or limited source suppliers for certain materials, including certain critical components or subsystems, we use in manufacturing our products. Purchases from our two largest suppliers were $0.4 billion, $0.5 billion and $0.9 billion in each of 2024, 2023 and 2022, respectively. Certain of our suppliers also compete with us in one or more of our markets. We purchase almost all of our materials from our suppliers on a purchase order basis and generally do not have long-term commitments from suppliers. Our suppliers are not required to supply us with any minimum quantities, and there is no assurance that our suppliers will supply the quantities of components we may need to meet our production goals.The markets in which we operate have in the past experienced, are currently experiencing, and may in the future experience, shortages and long lead times in certain materials, including certain critical components, we use in manufacturing our products. These shortages cause some suppliers to place their customers, including us, on supply allocation. As a result, we may not be able to obtain the materials that we need to fill customer orders in a timely fashion or at all. If any of our suppliers experience quality control or intellectual property infringement problems, this may further impact our ability to fill customer orders. Furthermore, our products that utilize that supplierâ€™s materials may be disqualified by one or more of our customers and we may not be able to fill their orders.A disruption in or termination of our supply relationship with any of our significant suppliers or our inability to develop relationships with new suppliers, if required, would cause delays, disruptions or reductions in product 23manufacturing and shipments or require product redesigns which could damage relationships with our customers, increase our costs, reduce our margins or increase the prices we need to charge for our products and could materially and adversely affect our business, results of operations and financial condition.Additionally, there are increasing expectations in various jurisdictions that companies monitor the environmental and social performance of their suppliers, including compliance with a variety of labor practices, as well as consider a wider range of potential environmental and social matters, including the end-of-life considerations for products. Compliance can be costly, require us to establish or augment programs to diligence or monitor our suppliers, or to design supply chains to avoid certain regions altogether. Failure to comply with such regulations can result in fines, reputational damage, or import ineligibility for our products or product components, or otherwise adversely impact our business, results of operations and financial condition.We may be unable to adapt to technological change.The industries in which we conduct business are characterized by constant and rapid technological changes and product obsolescence. For example, new manufacturing process technologies using smaller feature sizes and offering better performance characteristics are generally introduced every one to two years. The introduction of new manufacturing process technologies allows us to increase the functionality of our products while at the same time optimizing performance parameters, decreasing power consumption and/or increasing storage capacity. In order to remain competitive, it is essential that we secure the capabilities to develop and qualify new manufacturing process technologies. If we are delayed in transitioning to new technologies, our business, results of operations and financial condition could be materially adversely affected.If the lifecycle of a product is shortened as a result of the introduction of a new technology, we may be forced to transition our manufacturing capabilities to a new configuration more quickly than originally planned. This can result in increased capital and other expenditures and decreases in demand for the older technology products. As a result, we may be required to record additional obsolescence charges or an impairment on our long-lived assets, including facilities and equipment, as well as intangible assets, which would increase our expenses. When new technologies are introduced, our capacity and the capacity of our suppliers to manufacture the new products often cannot meet the demand or expected timelines, and product shortages or delays can arise. If we or our suppliers cannot support such demand or expected timelines, we may not be able to fill customer orders or participate in new markets as they emerge, and our relationships with customers and our business, results of operations and financial condition could be adversely impacted.We may not be able to maintain or improve our manufacturing efficiency.Our manufacturing efficiency can significantly affect our results of operations, and we cannot be sure that we will be able to maintain or increase our manufacturing efficiency to the same extent as our competitors. During periods when we are implementing new process technologies, manufacturing facilities may not be fully productive and may experience higher than acceptable defect rates. We may fail to achieve acceptable yields or may experience product delivery delays as a result of, among other things, capacity constraints, delays in the development of new process technologies, increased defect rates, changes in our process technologies, upgrades or expansion of existing facilities, impurities or other difficulties in the manufacturing process. Any of these occurrences could adversely impact our relationships with customers, cause harm to our reputation in the marketplace, cause customers to move future business to our competitors or cause us to make financial concessions to our customers. Improving our manufacturing efficiency in future periods is dependent on our ability to:â€¢develop advanced process technologies and advanced products that utilize those technologies;â€¢successfully transition to more advanced process technologies;â€¢continue to reduce test times;â€¢ramp product and process technology improvements rapidly and effectively to commercial volumes across our facilities;â€¢achieve acceptable levels of manufacturing output and yields, which may decrease as we implement more advanced technologies; andâ€¢maintain our quality controls and rely upon the quality and process controls of our suppliers.24Disruption of our operations at any one of our manufacturing facilities would substantially harm our business.We rely on a limited number of production facilities for each of our various product lines. A disruption at one of our manufacturing facilities could adversely impact our manufacturing operations and consequently our customer relations and our business. Such a disruption could result from, among other things, severe or chronic weather conditions, including in connection with climate change, local outbreaks of infectious diseases, sustained process abnormalities, government intervention, waste disposal issues, power failures or other circumstances, or from ramp-up related challenges, such as obtaining sufficient raw materials, hiring of qualified factory personnel, installation and efficient operation of new equipment and management and coordination of our logistics networks within our global operations. We maintain insurance to protect against certain claims associated with business interruption, however, our insurance may not cover all or any part of a particular loss. Since a large percentage of our production is done in a small number of facilities, a disruption to operations, or a loss that is in excess of, or excluded from, our insurance coverage could adversely impact our business, results of operations and financial condition.We are subject to a number of procurement laws and regulations.With respect to a portion of our business, we must comply with and are affected by laws and regulations relating to the award, administration and performance of government contracts in the United States and other countries. Government contract laws and regulations affect how we do business with our customers and impose certain risks and costs on our business. A violation of specific laws and regulations by us, our employees, others working on our behalf, a supplier or a venture partner, could harm our reputation and result in the imposition of fines and penalties, the termination of our contracts, suspension or debarment from bidding on or being awarded contracts, loss of our ability to export products or services and civil or criminal investigations or proceedings. A termination arising out of our default may expose us to liability and may have a material adverse effect on our ability to compete for future contracts and orders. Additionally, if an audit or investigation uncovers improper or illegal activities, we may be subject to civil or criminal penalties and administrative sanctions, including reductions of the value of contracts, contract modifications or terminations, forfeiture of profits, suspension of payments, penalties, fines and suspension or prohibition from doing business with the government. We could also suffer serious reputational harm if allegations of impropriety were made against us. Similar government oversight exists in most other countries where we conduct business.Contracts with the United States Government may be terminated, cancelled or modified.Certain of the United States Government programs in which we participate as a contractor or subcontractor may extend for several years and include one or more base years and one or more option years. Under some contracts, the government generally has the right not to exercise options to extend or expand our contracts and may otherwise terminate, cancel, modify or curtail our contracts at its convenience. Any decision by a government agency not to exercise contract options or to terminate, cancel, modify or curtail any major programs or contracts would adversely affect our revenues, revenue growth and profitability. We may experience periodic performance issues under certain of our contracts. Depending on the nature and value of the contract, a performance issue or termination for default could cause our actual results to differ from those anticipated and could harm our reputation and our operating results and financial condition.Products that fail to meet specifications, are defective or that are otherwise incompatible with end uses could impose significant costs on us.If our products are defectively manufactured, contain defective components or are used in defective or malfunctioning systems, we could be subject to warranty and product liability claims and product recalls, safety alerts or advisory notices. For example, certain of our products are used in transportation safety devices in the rail industry. These products are certified by independent auditors to safety integrity level 4 standards. In the event that our products fail to perform as expected, accidents and significant losses could occur. While our contracts for the sale of these products typically contain disclaimers, there can be no assurance that we would be insulated from liability in the event of an accident. While we have product liability insurance coverage, it may not be adequate to satisfy claims made against us. We also may be unable to obtain insurance in the future at satisfactory rates or in adequate amounts. Investigations, warranty and product liability claims and product recalls, regardless of their ultimate outcome, could have an adverse effect on our business, financial condition and 25reputation and on our ability to attract and retain customers. In addition, we may determine that it is in our best interest to accept product returns in circumstances where we are not contractually obligated to do so to maintain good relations with our customers. Accepting product returns may adversely impact our results of operations and financial condition. Further, quality issues in customer installations have occurred in the past and could occur in the future, which have in the past affected, and could possibly affect in the future, customer relationships, demand for products and our reputation. Quality issues and potential impact to our reputation may adversely affect our results of operations and financial condition.Actual or perceived failures or breaches of our information and security systems, or those of our customers, suppliers or business partners, could expose us to losses.We rely on computer systems, hardware, software, technology infrastructure and online sites and networks for both internal and external operations that are critical to our business (collectively, â€œIT Systemsâ€). We own and manage some of these IT Systems but also rely on third parties for a range of IT Systems and related products and services.We have experienced cybersecurity incidents in the past, though none have materially impacted our Company, including our operations or financial condition. There can be no guarantee that future cyberattacks or incidents will not materially impact our Company generally or our IT Systems or data or that of critical service providers specifically. We face numerous and evolving cybersecurity risks that threaten the confidentiality, integrity and availability of our IT Systems and data. Those risks include data security incidents, cybersecurity events, data breaches, ransomware attacks or other compromises of the IT Systems we or that our vendors use to provide services or process data on our behalf, which may lead to compromised network security and misappropriation or compromise of our information or that of third parties, system disruptions or lead to shutdowns. Cyberattack actors include criminal hackers, hacktivists, state-sponsored intrusions, and may involve industrial espionage, employee malfeasance and human or technological error. Computer hackers and others routinely attempt to breach the security of technology products, services and systems, and to fraudulently induce employees, customers and other third parties to disclose information or unwittingly provide access to systems or data. The risk of such attacks includes attempted breaches not only of our own products, services and systems, but also those of customers, contractors, business partners, vendors and other third parties.Our products, services and systems may be used in critical company, customer, government or other third-party operations, or involve the storage, processing and transmission of sensitive data, including valuable intellectual property, classified information, other proprietary or confidential data, regulated data and personal information of employees, customers and others. In our on-demand and hosted solutions, such as POD, we process, store and transmit data provided by our customers, which may include sensitive and personal data. We also manage, store, transmit and otherwise process various sensitive personal or confidential data related to our company and our employees in the regular course of business. Successful breaches, employee malfeasance or human or technological error could result in, for example, unauthorized access to, disclosure, modification, misuse, loss or destruction of company, customer, government or other third party data or systems; theft of sensitive, regulated, classified or confidential data including personal information and intellectual property; the loss of access to critical data or systems through distributed denial-of-service attacks, denial-of-service attacks, ransomware attacks, supply chain attacks, destructive attacks or other means; and business delays, service or system disruptions or denials of service. Further, hardware and operating system software and applications that we produce or procure from third parties may contain defects in design or manufacture, including â€œbugsâ€ and other problems that could interfere with the operation of such systems. Given the nature of complex systems, software and services like ours, and the scanning tools that we deploy across our networks, infrastructure and products, we regularly identify and track security vulnerabilities. We are unable to comprehensively guarantee patches or confirm that measures are in place to mitigate all such vulnerabilities, or that patches will be applied before vulnerabilities are exploited by a threat actor. If attackers are able to exploit critical vulnerabilities before patches are installed or mitigating measures are implemented, significant compromises could impact our and our customersâ€™ systems and data.The information technology systems we and our vendors use are vulnerable to outages, breakdowns or other damage or interruption from service interruptions, system malfunction, natural disasters, terrorism, war, and telecommunication and electrical failures. For example, in July 2024, a software update by CrowdStrike Holdings, Inc. (â€œCrowdStrikeâ€), a cybersecurity technology company, caused widespread crashes of Windows systems into which it was integrated. Although we have not experienced any material impacts as a result of the CrowdStrike software update, we could in the future experience similar third-party software-induced interruptions to our operations, which would adversely affect our business, results of operations and financial condition.26Cyberattacks are expected to accelerate on a global basis in both frequency and magnitude as threat actors are becoming increasingly sophisticated in using techniques and tools (including AI) that circumvent controls, evade detection and even remove forensic evidence. Further, the use of AI by us, our customers, suppliers, and third-party service providers, among others, may also introduce unique vulnerabilities. As a result, there can be no assurance that the systems we have designed to protect against cyberattacks, or our cybersecurity risk management program and processes, will be fully implemented, complied with or sufficient to identify, detect or prevent material consequences arising from such attacks in the future. In addition, we have acquired and continue to acquire companies that may have cybersecurity vulnerabilities and/or unsophisticated security measures, which could expose us to significant cybersecurity, operational, and financial risks.The costs to address product defects or any of the foregoing security problems and security vulnerabilities before or after a cyber incident could be significant. Remediation efforts may not be successful and could result in interruptions, delays or cessation of service and loss of existing or potential customers that may impede our sales, manufacturing, distribution or other critical functions. We could lose existing or potential customers for outsourcing services or other information technology solutions in connection with any actual or perceived security vulnerabilities in our products. In addition, breaches of our IT Systems or security measures and the unapproved dissemination of proprietary information or sensitive or confidential data about us or our customers or other third parties could expose us, our customers or other third parties affected to a risk of loss or misuse of this information, result in regulatory enforcement, litigation and potential liability, damage our brand and reputation or otherwise harm our business. Further, we rely in certain limited capacities on third-party data management providers and other vendors whose own security vulnerabilities or problems may have similar detrimental effects on us.Actual or perceived non-compliance with applicable data privacy and security laws, or that of our customers, suppliers or business partners, could expose us to losses.We are subject to laws, rules and regulations in the United States and other countries relating to the collection, use, transmission, processing and security of user and other data. Our ability to execute transactions and to possess, process, transmit and use personal information and data in conducting our business, for example with respect to our marketing efforts, which include email marketing and telemarketing, subjects us to legislative and regulatory obligations that, among other things, may require us to expend time, financial and other resources to monitor and interpret ever-evolving and complex data privacy and security laws.In particular, certain states have adopted new or modified privacy and security laws and regulations that may apply to our business, for example, the California Consumer Privacy Act (â€œCCPAâ€) imposes obligations on businesses that process personal information of California residents. Among other things, the CCPA: requires disclosures to such residents about the data collection, use and disclosure practices of covered businesses; provides such individuals expanded rights to access, delete and correct their personal information and opt-out of certain transfers of personal information; and provides such individuals with a private right of action and statutory damages for data breaches. The enactment of the CCPA has prompted a wave of similar laws being passed in the United States, which creates the potential for a patchwork of overlapping but different state laws. For example, since the CCPA went into effect, certain other states, including Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, Nevada, New Hampshire, Oregon, Rhode Island, Tennessee, Texas, Utah and Virginia, have all enacted comprehensive data privacy legislation. We cannot predict the full impact of these laws on our business or operations. Many other states are currently

reviewing or proposing the need for greater regulation of the collection, sharing, use and other processing of information related to individuals for marketing purposes or otherwise, and there remains increased interest at the federal level as well. Additionally, other jurisdictions outside of the United States have or have recently enacted privacy and cybersecurity laws, such as the EU and the European Union where the General Data Protection Regulation (â€œGDPRâ€) took effect in May 2018, creating the potential for a patchwork of overlapping but different laws.We have incurred, and will continue to incur, significant expenses to comply with mandatory privacy and security standards and protocols under applicable laws, regulations, industry standards and contractual obligations. Despite such expenditures, we may face regulatory and other legal actions in the event of perceived or actual non-compliance with such applicable obligations. Many of these laws would also require us to notify regulators and customers, employees or other individuals of any data security breach as described above. The various data privacy enactments impose significant obligations and compliance with these requirements depends in part on 27how particular regulators apply and interpret them. Even though we believe we are generally in compliance with applicable laws, rules and regulations relating to privacy and data security, these laws are in some cases relatively new and the interpretation and application of these laws are uncertain. Any failure or perceived failure by us to comply with data privacy laws, rules, regulations, industry standards and other requirements could result in proceedings or actions against us by individuals, consumer rights groups, government agencies or others. We could incur significant costs in investigating and defending such claims and, if found liable, pay significant damages or fines or be required to make changes to our business. Further, these proceedings and any subsequent adverse outcomes may subject us to significant negative publicity and an erosion of trust. If any of these events were to occur, our business, results of operations and financial condition could be materially adversely affected.Some of our offerings utilize open source software, which may pose particular risks to our proprietary software, products and services in a manner that could harm our business.Many of our Advanced Computing offerings, including Linux-based products and Penguin Solutionsâ€™ ClusterWare products, incorporate software components licensed under various open source licenses. The terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our products or services. We could face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that we developed using such software, which could implicate aspects of our proprietary code. These claims could result in litigation and could require us to make our software source code freely available to the public, purchase a costly license or cease offering the implicated products or services. Such claims may require us to re-engineer our offerings to avoid an undesirable open source license or infringement, which may be costly and time-consuming. Additionally, some open source software may include generative AI technologies or other software that incorporates or relies on generative AI models or other AI technologies. The use of such software may expose us to risks as the intellectual property ownership and license rights, including copyrights, surrounding AI technologies, has not been fully interpreted by courts or national or local laws or regulations, and any use or adoption of third-party AI technologies into our products and services may result in exposure to claims of copyright infringement or other intellectual property misappropriation.In addition to risks related to open source license requirements, usage of open source software can lead to greater risks than use of third-party commercial software. Increased risks arise in part because open source licensors generally do not provide updates, warranties, support, indemnities or other contractual protections regarding infringement claims or the quality of the code, including with respect to security vulnerabilities where open source software may be more susceptible. These third-party open source providers could experience service outages, data loss, privacy breaches, cyberattacks, ransomware and other events relating to the applications and services they provide that could diminish the utility of these services, which could harm our business as a result. To the extent that Advanced Computing offerings depend upon the successful operation and continued updates and support of the open source software it uses, any undetected errors or defects in this open source software could prevent the deployment or impair the functionality of Advanced Computing offerings, delay the release of new product solutions, result in a failure of our offerings and injure our reputation. If open source programmers fail to adequately further develop and enhance open source technologies, we would have to rely on other parties to develop and enhance our offerings or we would need to develop and enhance our offerings with our own resources. We cannot predict whether further developments and enhancements to these technologies would be available from reliable alternative sources. Moreover, if third-party software programmers fail to adequately further develop and enhance open source technologies, the development and adoption of these technologies could be stifled and our offerings could become less competitive. Any of these risks could be difficult to eliminate or manage and, if not addressed, could have a material adverse effect on our business, financial condition and results of operations.Open source software may make it easier for competitors, some of which may have greater resources than we have, to enter our markets and compete with us.One of the characteristics of open source software is that anyone may modify and redistribute the existing open source software and use it to compete with us. Such competition can develop without the degree of overhead and lead time required by traditional proprietary software companies. It is possible for competitors with greater 28resources than ours to develop their own open source solutions or acquire a smaller business that has developed open source offerings that compete with our offerings, potentially reducing the demand for, and putting price pressure on, our offerings. In addition, some competitors make their open source software available for free download and use on an ad hoc basis or may position their open source software as a loss leader. We cannot guarantee that we will be able to compete successfully against current and future competitors or that competitive pressure and/or the availability of open source software will not result in price reductions, reduced operating margins and loss of market share. Additionally, any failure by us to provide high-quality technical support, or the perception that we do not provide high-quality technical support, could harm our reputation and negatively impact our ability to sell subscriptions for our open source offerings to existing and prospective customers. If we are unable to differentiate our open source offerings from those of our competitors or compete effectively with other open source offerings, our business, financial condition, operation results and cash flows could be adversely affected.In our Advanced Computing business, we regularly contribute software source code under open source licenses and have made other technology we developed available under other open licenses, and we include open source software in our products. For example, we have contributed certain technology related to our products to the OCP Foundation, a non-profit entity that shares and develops such information with the technology community, under the Open Web Foundation License. As a result of our open source contributions and the use of open source in our products, we may license or be required to license or disclose code and/or innovations that turn out to be material to our business and may also be exposed to increased litigation risk. As a result of making certain of our technology available to third parties, the value of our brands and other intangible assets may be diminished and competitors may be able to more effectively mimic our products, services and methods of operations which could have an adverse effect on our business and financial results. Likewise, if the protection of our proprietary rights is inadequate to prevent unauthorized use or appropriation by third parties, the value of our brands and other intangible assets may be diminished and competitors may be able to more effectively mimic our products, services and methods of operations. Any of these events could have an adverse effect on our business and financial results.We could be prevented from selling or developing our software if our licenses are not enforceable or are modified so as to become incompatible with other open source licenses.A number of our Advanced Computing offerings have been developed and licensed under the GNU General Public License and similar open source licenses. These licenses state that any program licensed under them may be liberally copied, modified and distributed. It is possible that a court would hold these licenses to be unenforceable or that someone could assert a claim for proprietary rights in a program developed and distributed under them. Additionally, if any of the open source components of our offerings may not be liberally copied, modified or distributed, then our ability to distribute or develop all or a portion of our offerings could be adversely impacted. In addition, licensors of open source software employed in our offerings may, from time to time, modify the terms of their license agreements in such a manner that those license terms may become incompatible with other open source licenses in our offerings or our end user license agreement, and thus could, among other consequences, prevent us from distributing the software code subject to the modified license.Our indemnification obligations to our customers and suppliers could require us to pay substantial damages.A number of our product sales and product purchase agreements provide that we will defend, indemnify and hold harmless our customers and suppliers from damages and costs which may arise from various matters including, without limitation, product warranty claims or claims for injury or damage resulting from defects in, or usage of, our products or the products of our suppliers. In addition, we currently have in effect a number of agreements in which we agree to defend, indemnify and hold harmless our customers and suppliers from damages and costs which may arise from the infringement or alleged infringement by our products of third-party patents, trademarks or other intellectual property rights. We periodically have to respond to claims and may have to litigate indemnification obligations in the future.Indemnification obligations could require us to expend significant amounts of money to defend claims and/or to pay damages or settlement amounts. We maintain insurance to protect against certain claims associated with the use of our products; however, our insurance may not cover all or any part of a claim asserted against us. Our 29insurance does not cover intellectual property infringement in most instances. A claim brought against us that is in excess of, or excluded from, our insurance coverage could adversely impact our business, results of operations and financial condition.We may need to raise additional funds, which may not be available on acceptable terms or at all.We may need to raise additional funds, which we may seek to obtain through, among other avenues, public or private equity offerings and debt financings. Additional funds may not be available on terms acceptable to us, or at all. If we issue equity or convertible debt securities to raise additional funds, our existing shareholders may experience dilution and the new equity or debt securities may have rights, preferences and privileges senior to those of our then existing shareholders. If we incur additional debt, it may increase our leverage relative to our earnings or to our equity capitalization, as well as impose financial and operating covenants that could restrict the operations of our business. In a rising interest rate environment, debt financing will become more expensive and may have higher transactional and servicing costs. In addition, our existing indebtedness may limit our ability to obtain additional financing in the future, as discussed in greater detail below under â€œRisks Relating to Our Debt â€“ Our indebtedness could impair our financial condition and harm our ability to operate our business.â€In 2024, 2023 and 2022, we spent $19.4 million, $39.4 million and $20.4 million, respectively, on capital expenditures, which we used, among other things, to expand manufacturing and test capacity as well as research and development. In the first quarter of 2023, we closed our acquisition of Stratus Technologies. The consideration for this acquisition consisted of approximately $225 million in cash, plus an earnout of up to $50 million based on the gross profit performance of the Stratus Technologies business during the first full 12 fiscal months following the closing of the acquisition. In the second quarter of 2024, we paid in full $50.0 million related to the earnout. We plan to continue exploring additional acquisition opportunities in the future.In July 2024, we entered into an agreement with SK Telecom Co., Ltd. (â€œSKâ€), pursuant to which we agreed to sell to SK 200,000 convertible preferred shares (â€œCPSâ€) for an aggregate price of $200.0 million (the â€œInvestmentâ€). The closing of the Investment remains subject to regulatory approvals and clearances and there can be no assurance that the Investment will close on the timeline that we expect, or at all.If adequate capital is not available when needed, we may be required to modify our business model and operations to reduce spending. This could cause us to be unable to execute our business plan, take advantage of future opportunities or respond to competitive pressures or customer requirements. It may also cause us to delay, scale back or eliminate some or all of our research and development programs, or to reduce or cease operations, which could adversely impact our business, results of operations and financial condition.We have in the past made, and may in the future make, acquisitions, investments and/or alliances, which involve numerous risks.As part of our business and growth strategy, we have in the past and may in the future acquire or make significant investments in businesses, products or technologies, such as our acquisitions of Stratus Technologies, Creeâ€™s LED business, SMART EC, SMART Wireless and Penguin Computing. Any acquisitions or investments would expose us to the risks commonly encountered in acquisitions of businesses or technologies. Such risks include, among others:â€¢problems integrating the purchased operations, technologies, systems, processes, products or personnel;â€¢unanticipated costs or expenses associated with an acquisition or investment, including write-offs of tangible assets as well as goodwill or other intangible assets;â€¢negative effects on profitability resulting from an acquisition or investment;â€¢adverse effects on existing business relationships with suppliers and customers;â€¢the risk that suppliers (such as Wolfspeed, Inc.) or customers of an acquired business are unable or unwilling to do business with us following the acquisition;â€¢risks associated with entering markets in which we have little or no prior experience, such as the market for LED products that we entered following our acquisition of Creeâ€™s LED business and markets with complex government regulations;â€¢loss of key employees of the acquired business; andâ€¢litigation arising from an acquired companyâ€™s operations.30Problems encountered in connection with an acquisition could divert the attention of management, utilize scarce corporate resources and otherwise harm our business. Acquisitions may also lead to increased operational complexity, and effectively streamlining operations and processes of acquired businesses or entities requires management attention and expenditures. If we make any future acquisitions, we could issue ordinary shares that would dilute our existing shareholdersâ€™ percentage ownership, incur substantial additional debt (such as the Purchase Price Note we issued in connection with the acquisition of Creeâ€™s LED business), expend cash and reduce our cash reserves or assume additional liabilities. Furthermore, acquisitions may require material charges and could result in adverse tax consequences, substantial depreciation, deferred compensation charges, liabilities under earnout provisions, the amortization of amounts related to deferred compensation and identifiable purchased intangible assets or impairment of goodwill or other intangibles, any of which could negatively impact our business, results of operations and financial condition. We are unable to predict whether or when any prospective acquisition candidate will become available or the likelihood that any acquisition will be completed. We may expend significant resources and management time pursuing an acquisition that we are unable to consummate. Even if we do find suitable acquisition opportunities, we may not be able to consummate the acquisitions on commercially acceptable terms or at all, or may not realize the anticipated benefits of any acquisitions we do undertake, including our acquisition of Creeâ€™s LED business. Our investments in private companies are subject to risk of loss of investment capital. These investments are inherently risky because the markets for the technologies or products they may have under development are typically in the early stages and may never materialize. We could lose our entire investment in these companies.We may fail to realize the anticipated benefits of recent acquisitions.We closed the acquisition of Stratus Technologies in August 2022. As we continue to integrate this business into our operations and portfolio, our ability to realize some or all of the anticipated benefits of the acquisition may be impacted by the following:â€¢difficulties in the assimilation and successful integration of the operations, sales functions, technologies, products, systems, processes, personnel and development capabilities;â€¢failure to maintain and expand the customer bases of our acquired business;â€¢difficulties in leveraging the Stratus Technologies research and development and product development capabilities to expand our products portfolio;â€¢our failure to protect and expand their intellectual property and patent portfolios;â€¢unanticipated costs, including write-offs of tangible assets as well as goodwill or other intangible assets, litigation or other contingent liabilities associated with the acquisition;â€¢the diversion of managementâ€™s attention from other business concerns;â€¢adverse effects on existing business relationships with suppliers and customers;â€¢risks associated with entering markets in which we have little or no prior experience and markets with complex government regulations; andâ€¢loss of key employees of the acquired business.Any of these risks or other risks arising from the integration of Stratus Technologiesâ€™ business into our operations could have a material adverse effect on our business, financial condition or results of operations and could cause the impact of the acquisition to be dilutive to our company.We have incurred, and may in the future incur, impairment charges related to our goodwill, which could have a material adverse effect on our business, results of operations and financial condition.We have a significant amount of goodwill. As of AugustÂ 30, 2024, we had goodwill of $162.0 million, which represented 11% of our total assets as of such date. The carrying value of goodwill may be reduced if we determine that goodwill is impaired. We test goodwill for impairment in the fourth quarter of each year, or more frequently if indicators of an impairment exist, to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. The testing of goodwill for impairment requires us to make significant estimates about future performance and cash flows, as well as other assumptions. These estimates can be affected by numerous factors, including potential changes in economic, industry or market conditions; changes in business operations; changes in competition or changes in the price of our ordinary shares and market capitalization and other relevant events and factors affecting the fair value of the reporting unit. Changes in these 31factors, or changes in actual performance compared with estimates of our future performance, may affect the fair value of goodwill and could result in an impairment charge.We may incur liabilities relating to additional Brazilian withholding tax in connection with the sale of our Brazil business.In connection with the sale of a majority of our interest in SMART Brazil to Lexar Europe, Lexar Europe withheld (from the purchase price otherwise payable to us) Brazilian capital gains tax (Iposto de Renda na Fonte Sobre Ganho de Capital), with such tax being imposed on the excess of the purchase price over our tax basis in the SMART Brazil equity interests sold by us. The calculation of tax basis was based on our interpretation of current Brazilian law. We believe our interpretation and calculations are correct, but if the Brazilian tax authorities were to successfully challenge our determination of the amount of withholding tax due, we would be required to indemnify Lexar Europe in respect of any additional withholding taxes (together with any interest and penalties imposed). The amount of such additional withholding taxes and our liability in respect of such taxes could be substantial.We may not achieve the intended benefits of the sale of our Brazil

business.We may not realize some or all of the anticipated benefits from the sale of our Brazil business and such failure to realize anticipated benefits could have a material adverse effect on our business, financial condition or results of operations.The sale of our Brazil business could impair our ability to protect our trademarks and brand.In connection with the sale of our SMART Brazil business, we permitted Lexar Europe and the divested businesses to use of the word â€œSMARTâ€ in combination with pre-approved words and logos in trademarks, domain names, logos and other source identifiers solely in Brazil (the â€œNew Marksâ€). To prevent potential consumer confusion and protect our brands, and as a closing condition to the sale of our SMART Brazil business, we entered into an agreement with Lexar Europe and the divested subsidiaries that includes a number of restrictions on Lexar Europeâ€™s and the divested businessâ€™ use of the New Marks, including that: (i) the New Marks may not be used outside of Brazil or in connection with products that will be consumed or exported outside of Brazil, (ii) the New Marks may only be used in connection with certain business and products, (iii) the word â€œSMARTâ€ may not be used alone as a brand name or source identifier and (iv) the New Marks must comply with certain font, style, format and color restrictions to avoid similarity with our logos.While we have the foregoing contractual protections, there are no assurances (i) that Lexar Europe and the divested businesses will adhere to the contract or (ii) that customers or potential customers of our products and of Lexar Europeâ€™s and its affiliatesâ€™ products will not have confusion as to source given the joint use of â€œSMART,â€ which could lead to dilution of our rights in our â€œSMARTâ€ marks and/or reputational harm. If disputes arise in the future with respect to the contractual restrictions, we may not be able to successfully resolve these types of conflicts to our satisfaction. Although we changed our name from SMART Global Holdings, Inc. to Penguin Solutions, Inc. on October 15, 2024, the â€œSMARTâ€ brand is critical to our business and any consumer confusion, tarnishing or dilution of the â€œSMARTâ€ brand may have a material impact on our business.If we are not able to maintain, develop and enhance our brand and our reputation, our business and results of operations may be adversely affected.We believe that maintaining, developing and enhancing our brand and our reputation is critical to our relationships with our existing customers, suppliers and business partners and our ability to attract new customers and business partners. The successful promotion of our business will depend on a number of factors, including our marketing efforts, and ultimately our ability to continue to develop attractive products and to continue to provide services valued by customers. Although we believe it is important for our growth, our brand promotion activities may not be successful or yield increased revenue.On October 15, 2024, we rebranded and changed our name from SMART Global Holdings, Inc. to Penguin Solutions, Inc. This rebranding is a continuation of our strategic transformation over the past several years and reflects our focus on delivering leading-edge solutions that seek to solve the complexity of AI. However, customers, suppliers and business partners may be confused by the name change and investors may not 32perceive the expected benefits of our rebranding or business strategic efforts, which could materially and adversely impact our business, results of operations, financial condition and trading price of our ordinary shares.We rely on third parties to sell a portion of our products and services.Sales of our products to some of our OEM customers are accomplished, in part, through the efforts of third-party sales representatives and, particularly in the case of our LED business, third-party distributors. We are unable to predict the extent to which these third-party sales representatives and distributors will be successful in marketing and selling our products. Moreover, many of these third-party sales representatives and distributors also market and sell competing products and may more aggressively pursue sales of our competitorsâ€™ products. Our third-party sales representatives and distributors may terminate their relationships with us at any time on short or no notice. Our future performance may also depend, in part, on our ability to attract and retain additional third-party sales representatives and distributors that will be able to market and support our products effectively, especially in markets in which we have not previously sold our products. If we cannot retain our current third-party sales representatives and distributors or recruit additional or replacement third-party sales representatives and distributors or if these sales representatives or distributors are not effective, it could have a material adverse effect on our business, results of operations and financial condition.We may be unable to protect our intellectual property.Our success is dependent, in part, upon protecting our intellectual property rights. We rely on a combination of trade secrets, trademarks, copyrights, patents and other forms of intellectual property, contractual restrictions and confidentiality procedures to establish and protect our proprietary rights. Much of the intellectual property created in our Integrated Memory and Advanced Computing segments exists in the form of know-how and trade secrets. As such, few patents are sought or procured on products created in these business areas. The absence of patent protection for these products means that we cannot prevent our competitors from reverse-engineering, independently developing, or duplicating them, which could harm our competitive position, sales and results of operations.We seek to protect our confidential proprietary information, in part, by confidentiality and non-disclosure agreements and invention assignment agreements with our employees, consultants, advisors, contractors and collaborators. However, we cannot be certain that such agreements have been entered into with all relevant parties, and we cannot be certain that our trade secrets and other confidential proprietary information will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. In addition, our trade secrets, know-how, and other proprietary information may be stolen, used in an unauthorized manner, or compromised through a direct intrusion by private parties or foreign actors, including those affiliated with or controlled by state actors. Such misappropriation of our proprietary information can occur through cyber intrusions into our computer systems, physical theft through corporate espionage, or other means. It can also occur through other routes, including by our collaborators, licensees that do not comply with the terms of licenses, potential licensees that were ultimately not granted licenses, or other parties who reverse engineer our solutions. See also â€œActual or perceived failures or breaches of our information and security systems, or those of our customers, suppliers or business partners, could expose us to losses.â€ If any of our confidential proprietary information were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such competitor from using that technology or information to compete with us, which could harm our competitive position.We also protect our intellectual property through patent protection, particularly in our Optimized LED segment, but our patents do not cover all of our technologies, methods and systems and our competitors or others may design around our patented technologies. If any of our issued patents are found to be invalid or if any of our patent applications are rejected, our ability to exclude competitors from making, using, importing or selling the same or similar products as us could be compromised. Further, when we seek patent protection for a particular technology, there is no assurance that the applications we file will result in issued patents or that if patents do issue as a result that they will allow us to effectively block competitors creating competing technology.We also rely on trademark registrations and have registered, or have applied to register, those trademarks that we believe are important to our business with the United States Patent and Trademark Office and in many foreign jurisdictions. We cannot assure that our applications will be approved or that these registrations will prevent imitation, counterfeiting or other infringement of our name or the infringement of our other intellectual property rights. Third parties may also oppose our trademark applications and registrations or otherwise challenge our use 33of the trademarks. Imitation, unauthorized use, or misuse of our name or trademarks in a manner that projects lesser quality or carries a negative connotation of our brand image or services could have a material adverse effect on our business, financial condition and results of operations. To assert control over the use of our trademarks, we rely on contractual protections with our customers and we implement quality control measures and monitoring techniques intended to protect our trademarks from unauthorized use or other misuse. However, no assurances can be given that those contracts will not be breached, and we cannot be certain that the actions we have taken to establish, police and protect our trademarks or our resources will be adequate to prevent or detect infringing use by others. If disputes arise in the future, we may not be able to successfully resolve these types of conflicts to our satisfaction.In addition, because we conduct a substantial portion of our operations and sell a large percentage of our products outside of the United States, our ability to protect our intellectual property may be constrained. The laws of certain countries in which we operate our business or sell products may not protect proprietary rights to the same extent or in the same ways as the laws in the United States. As such, we may not be able to effectively leverage or defend our intellectual property rights in foreign countries and markets due to applicable intellectual property laws and procedures, which could undermine our business interests. It is also possible that certain of our suppliers or other partners will either not protect or not respect our intellectual property rights, and that we may have difficulty enforcing our intellectual property rights while maintaining our business relationships with those partners. Moreover, policing unauthorized use of our technologies, trade secrets and intellectual property may be difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property rights. Our inability to secure or enforce our intellectual property rights could have a material adverse effect on our business, results of operations and financial condition.Legal proceedings and claims could have a material adverse effect on our business, results of operations or financial condition.We are currently involved in, and may in the future be involved in, legal proceedings, claims or government and administrative investigations, including any identified under â€œItem 3. Legal Proceedings.â€ For example, from time to time, third parties may assert claims against us alleging infringement of their intellectual property rights on technologies that are important to our business. In addition, litigation or other actions may be necessary to protect our intellectual property rights, to determine the validity and scope of the proprietary rights of others or to defend against third party claims of infringement and/or invalidity. The steps we take to prevent misappropriation, infringement or other violation of the intellectual property of others may not be successful. Litigation and other legal and administrative processes, whether as plaintiff, defendant or otherwise, could result in substantial costs and diversion of resources and management attention and could have a material adverse effect on our business, results of operations and financial condition, whether or not such litigation or other processes are ultimately determined in our favor. In the event of an adverse result in, or a settlement of, a litigation matter, we could be required to pay substantial damages or settlement amounts; cease the manufacture, use, import and sale of certain products or components; expend significant resources to develop or acquire rights to use non-infringing technology; and/or discontinue the use of certain processes or obtain licenses and pay one-time fees and/or on-going royalties to use the infringing or allegedly infringing technology. The occurrence of any of the foregoing could result in unexpected expenses or require us to recognize an impairment of our assets, which would reduce the value of our assets and increase our expenses.We may be required to pay royalties or obtain licenses to sell certain products.The markets in which we operate are constantly undergoing rapid technological change and evolving industry standards. From time to time, third parties may claim that we are infringing upon technology to which they have proprietary rights and that we require a license to manufacture and/or sell certain of our products. If we are unable to supply certain products at competitive prices due to royalty payments we are required to make or at all because we were unable to secure a required license, our customers might make claims against us, cancel orders or seek other suppliers to replace us, all of which could have a material adverse effect on our business, results of operations and financial condition.34Changes in tax laws or potential adjustments by tax authorities could materially increase our tax expense.We are a multinational company subject to tax in multiple tax jurisdictions. Our future effective tax rates could be unfavorably affected by the resolution of issues arising from a variety of sources, including: tax audits with various tax authorities in the United States and abroad; adjustments to income taxes upon finalization of various tax returns; increases in expenses not deductible for tax purposes, including write-offs of acquired in-process research and development and impairments of goodwill in connection with acquisitions; changes in available tax credits; changes in tax laws or regulations or tax rates; changes in the interpretation or application of tax laws; increases or decreases in the amount of net sales or earnings in countries with particularly high or low statutory tax rates; changes in exemptions from taxes in certain jurisdictions or in connection with certain transactions; or changes in the valuation of our deferred tax assets and liabilities.Taxable income in any jurisdiction is dependent in part upon acceptance of our operational practices and intercompany transfer pricing by local tax authorities as being on an armâ€™s length basis. Due to inconsistencies in application of the armâ€™s length standard among taxing authorities, as well as lack of adequate treaty-based protection, transfer pricing challenges by tax authorities could, if successful, substantially increase our income tax expense. While we enjoy beneficial tax treatment in certain foreign jurisdictions, most notably Malaysia, we are subject to meeting specific conditions in order to receive the beneficial treatment, and such beneficial treatment is subject to change. Further changes in tax laws could arise as a result of the base erosion and profit shifting project that was undertaken by the Organisation for Economic Co-operation and Development (â€œOECDâ€). For example, the OECD introduced an international tax framework under Pillar Two which includes a global minimum tax rate of 15%. This framework has been implemented by several jurisdictions, including jurisdictions in which we operate, with effect from January 1, 2024, and many other jurisdictions are in the process of implementing it. The effect of Pillar Two taxes will be applicable for our fiscal year ending August 29, 2025. We continue to monitor jurisdictions that are expected to implement Pillar Two in the future, and we are in the process of evaluating the potential impact of the enactment of Pillar Two by such jurisdictions on our consolidated financial statements.Additionally, we regularly assess the likelihood of outcomes resulting from tax examinations in the United States and abroad to determine the adequacy of our provision for taxes and have reserved for potential adjustments that may result from current examinations. We believe such estimates to be reasonable; however, there can be no assurance that the final determination of any examinations will be in the amounts of our estimates.Any significant variance in the results of an examination as compared to our estimates, any failure to continue to receive any beneficial tax treatment in any of our foreign locations or any increase in our future effective tax rates due to any of the factors set forth above or otherwise could reduce net income and have a material adverse effect on our business, results of operations and financial condition.Our ability to use our tax attributes is limited.As of August 30, 2024, we had U.S. federal and state net operating loss carryforwards of $27.9 million and $41.0 million, respectively. If not utilized, the federal net operating loss carryforwards will begin to expire in 2025. State net operating loss carryforwards of $40.8 million will begin to expire in 2029, while the remaining state net operating loss carryforwards do not expire. In addition, we have U.S. federal and state research and development credit carryforwards of $8.5 million and $6.1 million, respectively, and $1.2 million of foreign tax credit carryforwards. If not utilized, the federal research and foreign tax credits will begin to expire in 2031 and 2032, respectively. If not utilized, $2.1 million of state credits will begin to expire in 2029, while $4.0 million of state credits do not expire. In addition, we had Section 163(j) interest expense carryforwards of $100.0 million from the acquisition of Stratus Technologies which do not expire. Net operating loss carryforwards in Hong Kong of $33.9 million do not expire.Federal and state tax attributes can be subject to an annual limitation under the provisions of Section 382 of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), and state tax laws. Further, under Sections 382 and 383 of the Code, if a corporation undergoes an â€œownership change,â€ the corporationâ€™s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change taxable income may be limited. In general, an â€œownership changeâ€ will occur if there is a cumulative change in our ownership by certain â€œ5-percent shareholdersâ€ (including groups of shareholders) that exceeds 50 percentage points (by value) over a rolling three-year period. Similar rules may apply under state tax laws. Our net operating loss, tax credit and Section 163(j) interest expense carryforwards are subject to limitations per Sections 382 and 383 of the Code. We 35have experienced ownership changes in the past, and we may experience ownership changes in the future as a result of future transactions in our ordinary shares, some changes of which may be outside of our control. As a result, our ability to use our pre-change net operating loss, tax credit and Section 163(j) interest expense carryforwards to offset post-change U.S. federal and state taxable income may be subject to additional limitations.Legislation enacted in 2017, titled the Tax Cuts and Jobs Act (â€œTax Actâ€), as modified in 2020 by the Coronavirus Aid, Relief, and Economic Security Act (â€œCARES Actâ€), changed the federal rules governing net operating loss carryforwards. For net operating loss carryforwards arising in tax years beginning after December 31, 2017, the Tax Act limits a taxpayerâ€™s ability to utilize such carryforwards to 80% of taxable income in tax years beginning after December 31, 2020. In addition, net operating loss carryforwards arising in tax years ending after December 31, 2017 can be carried forward indefinitely, but carryback is generally prohibited, with the exception of carrybacks reinstated by the CARES Act. Net operating loss carryforwards generated before January 1, 2018 are not subject to the Tax Actâ€™s taxable income limitation and will continue to have a 20-year carryforward period. Nevertheless, our net operating loss carryforwards and other tax assets could expire before utilization and could be subject to limitations.We reversed the valuation allowance for a significant portion of our deferred tax assets in the fourth quarter of 2023, and we may not be able to realize these assets in the future. Our deferred tax assets may also be subject to additional valuation allowances, which could have a material adverse effect on our business, results of operations and financial condition.Determining whether a valuation allowance for deferred tax assets is appropriate requires judgment and an evaluation of all positive and negative evidence. At each reporting period, we assess the need for, or the sufficiency of a valuation allowance against, deferred tax assets. In the fourth quarter of fiscal year 2023, based on the weight of all the positive and negative evidence, we concluded that it was more likely than not that we will realize certain federal and state net deferred tax assets based on three significant pieces of positive evidence occurring during the year ended August 25, 2023: (1) achieving three-year cumulative earnings, (2) recent use of deferred tax assets including available tax attribute carryforwards and (3) forecasted growth and profitability. Therefore, we reversed the valuation allowance on those deferred tax assets in fiscal year 2023.Our conclusion that it is more likely than not that we will realize certain federal and state net deferred tax assets considers our estimate of future taxable income. Our estimate of future taxable income is based on internal projections which primarily consider historical performance, but also include

various internal estimates and assumptions as well as certain external data. We believe all of these inputs to be reasonable, although inherently subject to judgment. If actual results differ significantly from these estimates of future taxable income, we may need to reestablish a valuation allowance for some or all of our deferred tax assets. Establishing an allowance on our net deferred tax assets could have a material adverse effect on our business, results of operations and financial condition.We could incur substantial costs or liabilities as a result of violations of environmental laws.Our operations and properties are subject to various federal, state, local, foreign and international environmental laws and regulations governing, among other things, environmental licensing and registries, protection of flora and fauna, air and noise emissions, use of water resources, wastewater discharges, management and disposal of hazardous and non-hazardous materials and wastes, reverse logistics (take-back policy) and remediation of releases of hazardous materials. Our failure to comply with present and future requirements, or the management of known or identification of new or unknown contamination, could cause us to incur substantial costs, including cleanup costs, indemnification obligations, damages, compensations, fines, suspension of activities and other penalties, investments to upgrade our facilities or change our processes or curtailment of operations. The identification of presently unidentified environmental conditions, more vigorous enforcement by regulatory agencies, enactment of more stringent laws and regulations or other unanticipated events may arise in the future and give rise to material environmental liabilities and related costs. The occurrence of any of the foregoing could have a material adverse effect on our business, results of operations and financial condition.36We may be unable to complete ESG initiatives, in whole or in part, which could lead to less opportunity for us to have ESG investors and partners and could negatively impact our reputation or options for capital acquisition.We are increasingly facing more stringent ESG standards, policies and expectations, and expect to continue to do so as a listed company with growing operations. While we may at times engage in voluntary initiatives and disclosures to improve our ESG profile or to respond to stakeholder expectations, such initiatives and disclosures may be costly and may not have the desired effect. Our management of ESG matters continues to evolve rapidly, in many instances due to factors that are out of our control. For example, we may ultimately be unable to complete certain initiatives or reach certain targets or goals, either on the timelines initially announced or at all, due to technological, cost, or other constraints, which may be within or outside of our control. Moreover, our ESG actions or statements may be based on expectations, assumptions, or third-party information that we currently believe to be reasonable, but which may subsequently be determined to be erroneous or be subject to misinterpretation. If we fail to, or are perceived to fail to, comply with certain ESG initiatives or reach our ESG targets or goals, we may be subject to various adverse impacts, including reputational damage and potential stakeholder engagement and/or litigation, even if such initiatives are currently voluntary. Certain market participants, including major institutional investors and capital providers, use third-party benchmarks and scores to assess companiesâ€™ ESG profiles in making investment or voting decisions. Unfavorable ESG ratings could lead to increased negative investor sentiment towards us, which could negatively impact our share price as well as our access to and cost of capital.We also note that divergent views regarding ESG principles are emerging in the United States, and in particular, in U.S. state-level regulation and enforcement efforts. In the future, various U.S. regulators, state actors and other stakeholders may have views on ESG matters that are less favorable to our business or operations, or such stakeholders may seek to impose additional regulation and restrictions on us or our business. Any such events could have material adverse effects on our business, financial condition, results of operations, cash flow and prospects. We also expect there will likely be increasing levels of regulation, disclosure-related and otherwise, with respect to ESG matters. Increased regulation and increased stakeholder expectations will likely lead to increased costs as well as scrutiny that could heighten all of the risks we face associated with environmental, social and regulatory matters. Additionally, many of our customers and suppliers may be subject to similar expectations, which may augment or create additional risks, including risks that may not be known to us.Our worldwide operations, and those of our suppliers, business partners and customers, may be disrupted by events outside of our control, including the effects of climate change, natural disasters, man-made disasters or other events, as well as societal and governmental responses to such events.Our operations in different parts of the world could be subject to natural disasters or severe weather conditions, including earthquakes in connection with climate change, or an accident that damages or otherwise adversely affects any of our operations, assets or infrastructure, or the operations, assets or infrastructure of one or more of our suppliers, business partners or customers. Earthquakes, hurricanes, monsoons, cyclones, droughts, extreme wind conditions, severe storms, heatwaves, wildfires and floods could damage our property and assets, require us to shut down operations or have either of those effects on third parties on whom we rely. For example, our U.S. headquarters in Milpitas, California, manufacturing and research and development facility in Newark, California and our Penguin Computing operations in Fremont, California are located near major earthquake fault lines. Our manufacturing facility in Penang, Malaysia is located in an area that is also prone to natural disasters, such as cyclones, monsoons and floods. In the event of a major earthquake, cyclone, monsoon or other natural or man-made disaster, we could experience business interruptions, destruction of facilities and/or loss of life, any of which could materially adversely affect our business. In addition, the outbreak of war, political unrest or terrorist activity, diseases, epidemics or pandemics in any of the locations in which we conduct business could severely disrupt our business or the business of our customers and suppliers, which could in turn materially adversely affect our business. Since a large percentage of our production is done in a small number of facilities, a disruption to operations could have a material adverse effect on our business, results of operations and financial condition.Climate change may also contribute to various chronic changes in the physical environment, such as sea-level rise or changes in ambient temperature or precipitation patterns, which may also adversely impact our or our third-partiesâ€™ operations. While we may take various actions to mitigate our business risks associated with climate change and other natural and catastrophic events, this may require us to incur substantial costs and may not be 37successful, due to, among other things, the uncertainty associated with the longer-term projections associated with managing climate risk. For example, to the extent catastrophic events become more frequent, it may adversely impact the availability or cost of insurance.Additionally, we may be subject to risks associated with societal efforts to mitigate or otherwise respond to climate change, including but not limited to increased regulations and evolving stakeholder expectations. Changing market dynamics, global and domestic policy developments, and the increasing frequency and impact of meteorological phenomena have the potential to disrupt our business, the business of our suppliers and/or customers, or otherwise adversely impact our business, financial condition, or results of operations.Armed conflicts around the world, such as those in Ukraine and Israel, may exacerbate certain risks we face.Armed conflicts around the world, such as those in Ukraine and Israel and the global response to such conflicts, including the imposition of sanctions by the United States and other countries, could create or exacerbate risks facing our business. We have evaluated our operations, vendor contracts and customer arrangements, and at present we do not expect the hostilities to directly have a material and adverse effect on our financial condition or results of operations. However, if the hostilities persist, escalate or expand, risks we have identified in this report may be exacerbated. For example, if our supply or customer arrangements are disrupted due to sanctions or expanded sanctions, involvement of countries where we have operations or relationships or rising energy prices, our business could be materially disrupted. Further, the use of state-sponsored cyberattacks could expand as part of the conflict, which could adversely affect our ability to maintain or enhance our cybersecurity and data protection measures.Public health crises, such as pandemics, epidemics, or widespread outbreaks of infectious disease, have had, and could in the future have, an adverse effect on our business, financial condition and results of operations.The occurrence of pandemics, epidemics, or widespread outbreaks of infectious diseases, as well as the imposition of related public health measures and travel and business restrictions or other actions that may be taken by governmental authorities in an effort to contain such pandemics, epidemics or outbreaks, have had, and could in the future have, a material adverse effect on our business, customer relationships, and cash flows. For example, the COVID-19 pandemic adversely impacted sales volumes of certain of our product lines and also disrupted our product development, marketing and corporate development activities and adversely affected the economies and financial markets within many countries, including countries in which we conduct business. While we have developed, and continue to develop, strategies to help mitigate the negative effects of potential public health crises on our business and operations, such efforts may prove to be insufficient. The duration and extent of the impact of any public health crises cannot be accurately assessed or predicted at this time, and could adversely impact our business, financial condition, and results of operations.Risks Related to Our International OperationsOur business is subject to the risks generally associated with international business operations.Sales outside of the United States accounted for 43%, 39% and 49% of our net sales in 2024, 2023 and 2022, respectively. In addition, a significant portion of our product design and manufacturing is performed at our facilities in Malaysia and China, and a significant amount of our product design activities are performed in Taiwan and India. As a result, our business is and will continue to be subject to the risks generally associated with international business operations in Malaysia, China, Taiwan, India and other foreign countries, including:â€¢compliance with numerous changing, and sometimes conflicting legal regimes on matters as diverse as tax, anticorruption, import/export controls and quotas, local manufacturing requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, data privacy, employment regulations and labor relations, and labor and human rights laws and expectations;â€¢changes in social, political and economic conditions, including as a result of changes of administration, political regimes or sentiment in countries in which we operate or with which we do business;38â€¢transportation delays;â€¢power and other utility shutdowns or shortages;â€¢limitations on foreign investment;â€¢disruptions in or lack of adequate infrastructure;â€¢challenges protecting intellectual property and trade secrets;â€¢exchange or currency controls and fluctuations, restrictions on currency convertibility and volatility of foreign exchange markets;â€¢increased trade wars;â€¢corruption or adverse political situations;â€¢governmental intervention in local economies, industries, or the operations of specific companies, including us or our competitors;â€¢changes or instability in local labor conditions, including strikes, work stoppages, protests and changes in employment regulations, increases in wages and the conditions of collective bargaining agreements;â€¢compliance with travel restrictions, stay-at-home or work location conditions or other government or voluntary restrictions relating to epidemics or pandemics;â€¢difficulties recruiting, employing and retaining qualified personnel to manage and oversee our local operations, sales and other activities;â€¢difficulties in managing and overseeing employees and operations in locations far from senior management, which could result in compliance, control or other issues;â€¢difficulties in obtaining governmental approvals and extension of existing incentives;â€¢difficulties in collecting accounts receivable;â€¢expropriation and nationalization of our assets in a particular jurisdiction; andâ€¢restrictions, or increases in existing tax rates, on repatriation of cash, dividends or profits.Some of the foreign countries in which we do business or have operations have been subject to social and political instability in the past, and interruptions in operations could occur in the future. Our net sales, results of operations and financial condition could be adversely affected by any of the foregoing factors.We are subject to the taxation requirements of the jurisdictions in which we operate, and if we fail to qualify for certain tax incentives or to comply with local tax regulations, we may suffer financial losses.We are subject to changes in tax laws, treaties and regulations or the interpretation or enforcement thereof in the Cayman Islands, United States, Malaysia, Ireland and other jurisdictions in which we or any of our subsidiaries operate or are resident. We have structured our operations in a manner designed to maximize our benefit from various government incentives and/or tax holidays extended to manufacturers in Malaysia to encourage investment and employment, and to minimize our tax liability in other jurisdictions such as the United States to the extent permitted by law. Our interpretations and conclusions regarding these tax incentives are not binding on any taxing authority. Additionally, we have been in the past and may in the future be subject to tax assessments by the relevant authorities in the jurisdictions in which we operate and we have been in the past and may in the future be involved in legal disputes with regulatory or governmental authorities relating to these assessments. If our assumptions about, or interpretation or implementation of, tax and other laws are incorrect; if tax laws or regulations are substantially modified or rescinded; if the tax incentives from which we benefit in the jurisdictions in which we operate are substantially modified or rescinded; if we fail to meet the conditions of any of the tax incentives; or if we do not prevail in disputes with tax authorities, we could suffer material adverse tax and other financial consequences including owing significant amounts of taxes and penalties that would increase our expenses, reduce our profitability and adversely affect our cash flows, results of operations and financial condition.Changes in foreign currency exchange rates could materially adversely affect our business, results of operations or financial condition.Our international sales and our operations in foreign countries expose us to certain risks associated with fluctuating currency values and exchange rates. Because some of our sales are denominated in U.S. dollars, increases in the value of the U.S. dollar could increase the price of our products so that they become relatively more expensive to customers in a particular country, possibly leading to a reduction in sales and profitability in that country. Volatility of currencies in countries where we conduct business, most notably the U.S. dollar, Chinese renminbi, Malaysian ringgit, Japanese yen, euro, British pound, South Korean won, New Taiwan dollar, Hong 39Kong dollar and South African rand have had and may in the future have an effect on our liquidity and operating results. Gains and losses on the conversion to U.S. dollars of the associated monetary assets and liabilities, as well as profits and losses incurred in certain countries, may contribute to fluctuations in the value of our assets and our results of operations. We also have costs and expenses that are denominated in foreign currencies, and decreases in the value of the U.S. dollar could result in increases in such costs that could have a significant negative impact on our results of operations. In addition, fluctuating values between the U.S. dollar and other currencies can result in currency gains which are used in the computation of foreign taxes and can increase foreign taxable income.We are a holding company. If enacted, exchange controls may limit our ability to receive dividends and other distributions from our foreign subsidiaries.We conduct all of our operations through subsidiaries and are dependent on dividends or other intercompany transfers of funds from our subsidiaries to meet our obligations. If enacted, restrictions on intercompany dividends or other distributions in certain jurisdictions could have a material adverse effect on our ability to transfer funds from certain subsidiaries. Certain foreign jurisdictions permit temporary restrictions on conversions of currency into foreign currencies and on remittances to foreign investors of proceeds from their investments under certain circumstances. Any imposition of restrictions on conversions and remittances could hinder or prevent us from converting foreign currencies into U.S. dollars and remitting dividends, distributions or the proceeds from operations. In addition, an increase in the existing tax rates applicable to the remittance of dividends or any other intercompany transfer of funds, as well as the enactment of any new tax related to such transfers, may either affect our ability to transfer funds from our subsidiaries or significantly reduce the amounts subject to transfer.High rates of inflation in the future would materially adversely affect our business, results of operations and financial condition.If countries where we operate experience substantial inflation or deflation in the future, our business may be materially adversely affected. In addition, we may not be able to adjust the prices we charge our customers to offset the impact of inflation on our expenses, leading to an increase in our expenses and a reduction in our net operating margin. This could have a material adverse impact on our business, results of operations and financial condition.We may have limited legal recourse under the laws of China if disputes arise under our agreements with third parties.The Chinese government has enacted certain laws and regulations dealing with matters such as corporate organization and governance, foreign investment, currency control, commerce, taxation and trade. However, the implementation, interpretation and enforcement of these laws and regulations is still evolving, and our ability to enforce commercial claims or to resolve commercial disputes is unpredictable. If disputes arise under our agreements with other parties doing business in China, we face the risk that such party may breach any such agreement or otherwise engage in conduct relating to their relationship with us that could otherwise give rise to liability under U.S. law. The resolution of these matters may be subject to the exercise of considerable discretion by agencies of the Chinese government. Any rights we may have to specific performance, or to seek an injunction under Chinese law, in either of these cases, may be limited, and without a means of recourse by virtue of the Chinese legal system, we may be unable to prevent these situations from occurring. The occurrence of any such events could have a material adverse effect on our business, financial condition and results of operations.Risks Related to Our DebtOur indebtedness could impair our financial condition and harm our ability to operate our business.We have a significant amount of debt outstanding as of AugustÂ 30, 2024, including the debt described in â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt.â€ Our indebtedness may have important consequences, including, but not limited to, the following:â€¢increasing our vulnerability to general economic downturns and adverse industry conditions;â€¢limiting our ability to obtain additional financing;40â€¢requiring us to dedicate a significant portion of our cash flows from operations to the payment of interest and principal on our debt, which would reduce the funds available to us for our working capital, capital expenditures or other general corporate requirements;â€¢increasing our exposure to rising interest rates from variable rate indebtedness;â€¢diluting the interests of our existing shareholders to the extent ordinary shares are issued upon conversion of our Convertible Notes (as defined below);â€¢limiting our flexibility in planning for, or reacting to, changes in our business and industry;â€¢placing us at a competitive disadvantage compared to our competitors with less indebtedness or more liquidity; andâ€¢limiting our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general corporate purposes or other purposes.Our ability to make scheduled payments on, to refinance or to pay off our debt obligations when due depends on the financial condition and operating performance of our business. This, to a certain extent, is subject to prevailing economic and competitive conditions, including general conditions prevailing in the financial markets and global economy, and to certain financial, business, regulatory and other factors beyond our control, including the risks described herein. Our business may not generate sufficient cash flows from operations, and future

borrowings may not be available to us under our debt arrangements, including our Amended Credit Agreement (as defined below), in an amount sufficient to enable us to service our debt or to fund our other liquidity needs. In addition, certain of our debt is subject to terms that may require the use of significant cash in the future under certain circumstances. For example, holders of the 2.25% Convertible Senior Notes due 2026 (â€œ2026 Notesâ€), the 2.00% Convertible Senior Notes due 2029 (â€œ2029 Notesâ€) and the 2.00% Convertible Senior Notes due 2030 (â€œ2030 Notes,â€ collectively, the â€œConvertible Notesâ€), may, subject to a limited exception, require us to repurchase their Convertible Notes following a â€œfundamental change,â€ as described in more detail in â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt â€“ Convertible Senior Notes.â€ In addition, all conversions of the Convertible Notes will be settled partially or entirely in cash. We may not have enough available cash or be able to obtain financing at the time we are required to repurchase the Convertible Notes or pay the cash amounts due upon conversion. Applicable law, regulatory authorities and the agreements governing our other indebtedness, including our Amended Credit Agreement, may restrict our ability to repurchase the Convertible Notes. Our failure to repurchase the Convertible Notes or to pay the cash amounts due upon conversion when required will constitute a default under the Indenture. A default under the Indenture or the fundamental change itself could also lead to a default under agreements governing our other indebtedness, which may result in that other indebtedness becoming immediately payable in full. We may not have sufficient funds to satisfy all amounts due under the other indebtedness and the Convertible Notes.If we are unable to meet our debt obligations or fund our other liquidity needs, we may need to restructure or refinance all or a portion of our debt or sell certain of our assets on or before the maturity of our debt. We may not be able to restructure or refinance any of our debt on commercially reasonable terms, or at all, which could cause us to default on our debt obligations and impair our liquidity, which in turn could cause the acceleration of other indebtedness under certain of our debt agreements which could exacerbate our liquidity problems. Any refinancing of our indebtedness will likely be at higher interest rates in the current environment and may require us to comply with more onerous covenants that could further restrict our business operations. If we are not able to repay our debt obligations as they become due, or if we are not able to refinance or restructure our debt obligations before they become due, this could cause us to default on our debt obligations and impair our liquidity.In addition, if our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets or seek additional capital. These alternative measures may not be available to us, may not be successful and may not permit us to meet our scheduled debt service obligations, which could result in substantial liquidity problems. Our Amended Credit Agreement restricts our ability to dispose of our assets and use the proceeds from the disposition. We may not be able to consummate any such disposition or dispositions or to obtain the proceeds which we could realize from them, and these proceeds may not be adequate to meet any debt service obligations then due. Any of these circumstances could have a material adverse effect on our business, results of operations and financial condition.Our credit agreement may limit our flexibility in operating our business.We and certain of our subsidiaries are party to a credit agreement, entered into as of February 7, 2022, with a syndicate of banks and Citizens Bank, N.A., as administrative agent and as amended from time to time (the â€œAmended Credit Agreementâ€), as described in more detail in â€œPART II â€“ Item 8. Financial Statements and 41Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt.â€ This, or future credit agreements, may contain restrictive covenants that limit our ability to engage in specified transactions and prohibit us from voluntarily prepaying certain of our other indebtedness. For instance, the covenants in our Amended Credit Agreement limit the ability of the applicable loan subsidiaries to, among other things:â€¢incur additional indebtedness;â€¢create liens on assets;â€¢engage in mergers or consolidations;â€¢sell assets;â€¢pay dividends, make distributions or repurchase capital stock;â€¢make investments, loans or advances;â€¢repay or repurchase certain subordinated debt (except as scheduled or at maturity);â€¢create restrictions on the payment of dividends or other amounts to us from our restricted subsidiaries;â€¢make certain acquisitions;â€¢engage in certain transactions with affiliates; andâ€¢amend material agreements governing our subordinated debt and fundamentally change our business.Under the Amended Credit Agreement, we also are required to satisfy and maintain certain specified financial ratios. Our ability to meet those financial ratios could be affected by events beyond our control, and there can be no assurance that we will meet those ratios.The failure to comply with any of these covenants would cause a default under the relevant credit agreement. A default, if not waived, could result in acceleration of the outstanding indebtedness under the Amended Credit Agreement as well as under the Convertible Notes, in which case such indebtedness would become immediately due and payable. If any default occurs, we may not be able to pay our debt or borrow sufficient funds to refinance it. Even if new financing is available, it may not be available on terms that are acceptable to us. Complying with these covenants may cause us to take actions that we otherwise would not take or not take actions that we otherwise would take.Provisions in the Convertible Notes and their respective Indentures could make a third-party attempt to acquire us more difficult or expensive. For example, if a takeover constitutes a â€œfundamental changeâ€, then noteholders will have the right to require us to repurchase their Convertible Notes for cash. In addition, if a takeover constitutes a â€œmake-whole fundamental changeâ€ (as defined in the Indenture), then we may be required to temporarily increase the conversion rate. In either case, and in other cases, our obligations under the Convertible Notes and their respective Indentures could increase the cost of acquiring us or otherwise discourage a third party from acquiring us, including in a transaction that noteholders or holders of our ordinary shares may view as favorable.Our capped call transactions may affect the value of our debt and ordinary shares.In connection with the pricing of the Convertible Notes, we entered into privately-negotiated capped call transactions (â€œCapped Callsâ€) with certain financial institutions. The Capped Calls are expected generally to reduce the potential dilution to our ordinary shares upon any conversion of the Convertible Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted Convertible Notes, as the case may be, with such reduction and/or offset subject to a cap.In connection with establishing their initial hedges of the Capped Calls, the Capped Call counterparties or their respective affiliates likely purchased our ordinary shares concurrently with the pricing of the Convertible Notes. In addition, the Capped Call counterparties and/or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our ordinary shares and/or purchasing or selling our ordinary shares or other securities of ours in secondary market transactions and prior to the maturity of the Convertible Notes (and are likely to do so during any Observation Period (as defined in the Indenture) related to a conversion of Convertible Notes). This activity could cause or avoid an increase or a decrease in the market price of our ordinary shares or the Convertible Notes.42The potential effect, if any, of these transactions and activities on the trading price of our ordinary shares or the Convertible Notes will depend in part on market conditions. Any of these activities could adversely affect the trading price of our ordinary shares or the Convertible Notes.Risks Related to Investments in Cayman Islands CompaniesWe are a Cayman Islands company and, because the rights of shareholders under Cayman Islands law differ from those under U.S. law, shareholders may have difficulty protecting their shareholder rights.Our corporate affairs are governed by our amended and restated memorandum and articles of association, the Cayman Islands Companies Act (2023 Revision) and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a less exhaustive body of securities laws as compared to the United States, and some states, such as Delaware, have more fulsome and judicially interpreted bodies of corporate law.It may be difficult to enforce a judgment of U.S. courts for civil liabilities under U.S. federal securities laws against us in the Cayman Islands.We are a company incorporated under the laws of the Cayman Islands. The Cayman Islands courts are unlikely:â€¢to recognize or enforce against us judgments of courts of the United States based on certain civil liability provisions of U.S. securities laws; orâ€¢to impose liabilities against us, in original actions brought in the Cayman Islands, based on certain civil liability provisions of U.S. securities laws that are penal in nature.Although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, and/or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands Court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.As a result of all of the above, public shareholders may have more difficulty protecting their interests in the face of actions taken by management, members of the Board of Directors or controlling shareholders than they would as public shareholders of a U.S. company.Risks Related to Our Ordinary SharesThe trading price of our ordinary shares has been and may continue to be volatile.The market price of the securities of technology companies can be especially volatile. Broad market and industry factors may adversely affect the market price of our ordinary shares regardless of our actual operating performance. The market price of our ordinary shares has been in the past and could be in the future subject to 43wide fluctuations in response to the risk factors listed in this section and others beyond our control, including those risks described herein as well as:â€¢the failure of financial analysts to cover our company;â€¢negative or inaccurate coverage by financial analysts;â€¢changes in financial estimates by financial analysts, any failure by us to meet or exceed any of these estimates or changes in the recommendations of any financial analysts that elect to follow our company or our competitors;â€¢changes in the market valuations of other companies operating in our industry;â€¢announcement of, or expectation of, additional financing efforts or potential collaborations;â€¢future sales of our ordinary shares;â€¢share price and volume fluctuations attributable to inconsistent trading volume levels of our ordinary shares; andâ€¢general economic and market conditions.In addition, the stock market in general has experienced substantial price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of particular companies affected. These broad market and industry factors may materially harm the market price of our ordinary shares, regardless of our operating performance. In the past, following periods of volatility in the market price of certain companiesâ€™ securities, securities class action litigation has been instituted against these companies. This litigation, if instituted against us, could adversely affect our financial condition or results of operations.If our estimates or judgments relating to our critical accounting estimates are based on assumptions that change or prove to be incorrect, our results of operations could fall below expectations of securities analysts and investors, resulting in a decline in the market price of our ordinary shares.The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the accompanying consolidated financial statements and notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in â€œPART II â€“ Item 7. Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations,â€ the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to business acquisitions, income taxes, inventory valuation, impairment of long-lived assets, goodwill and identified intangible assets and revenue recognition. If our assumptions change or if actual circumstances differ from those in our assumptions, our results of operations may be adversely affected and may fall below the expectations of securities analysts and investors, resulting in a decline in the market price of our ordinary shares.Future sales of our ordinary shares in the public market, or the perception that these sales may occur, could cause our share price to fall.Sales of substantial amounts of our ordinary shares in the public market, including sales of our ordinary shares by our directors or officers, or sales by us or our affiliates pursuant to one or more effective registration statements, or otherwise, or the perception that these sales may occur, could cause the market price of our ordinary shares to decline. This could also impair our ability to raise additional capital through the sale of our equity securities. Under our amended and restated memorandum and articles of association, we are authorized to issue up to 200 million ordinary shares, of which 53.3 million ordinary shares were outstanding as of AugustÂ 30, 2024.In addition, certain of our existing shareholders and holders of options, restricted share unit awards or performance-based awards, in the event they become exercisable, have the right to demand that we file a registration statement covering the offer and sale of their ordinary shares and shares issuable under such options and awards under the Securities Act and to require us to include their securities on a registration statement filed by us. If we file a registration statement in the future for the purpose of selling additional ordinary shares to raise capital and are required to include ordinary shares held by these shareholders pursuant to the exercise of their registration rights, our ability to raise capital may be impaired. In addition, if we conduct an offering under a shelf registration statement, our ability to raise capital in such offering may be impaired.44We cannot predict the size of any future sales or issuances of our ordinary shares or the effect, if any, that such future sales and issuances would have on the market price of our ordinary shares.Anti-takeover provisions in our organizational documents may discourage our acquisition by a third party, which could limit shareholdersâ€™ opportunity to sell their ordinary shares at a premium.Our amended and restated memorandum and articles of association includes provisions that could limit the ability of others to acquire control of us, modify our structure or cause us to engage in change of control transactions. These provisions include, among other things:â€¢a classified board of directors with staggered three-year terms;â€¢restrictions on the ability of our shareholders to call meetings or make shareholder proposals;â€¢our amended and restated memorandum and articles of association may only be amended by a vote of shareholders representing at least 75% of the votes cast at a general meeting or by a unanimous written consent; andâ€¢the ability of our Board of Directors, without action by our shareholders, to issue 30,000,000 preferred shares and to issue additional ordinary shares that could have the effect of impeding the success of an attempt to acquire us or otherwise effect a change in control.These provisions could deter, delay or prevent a third party from acquiring control of us in a tender offer or similar transactions, even if such transaction would benefit our shareholders. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our ordinary shares if they are viewed as discouraging future takeover attempts.We do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future.We currently intend to retain our future earnings, if any, for the foreseeable future, to repay indebtedness and to fund the development and growth of our business. We do not intend to pay any dividends to holders of our ordinary shares. In addition, certain of our agreements, including our Amended Credit Agreement, the Securities Purchase Agreement that we entered into with SK on July 14, 2024 (the â€œSKT Purchase Agreementâ€) and the Certificate of Designation (as defined below) contain restrictions on our ability to pay dividends. As a result, capital appreciation in the price of our ordinary shares, if any, will be your only source of gain on an investment in our ordinary shares.General Risk FactorsWorldwide economic and political conditions as well as other factors may adversely affect our operations and cause fluctuations in demand for our products.Uncertainty in global economic and political conditions poses a risk to the overall economy, as consumers and businesses have made it difficult for customers, suppliers and us to accurately forecast and plan future business activities. Declines in the worldwide semiconductor market, economic conditions or consumer confidence would likely decrease the overall demand for our products. Other factors that could cause demand for our products to fluctuate include:â€¢a downturn in the computing, networking, communications, storage, aerospace, government, mobile or industrial markets;â€¢changes in consumer confidence caused by changes in market conditions, including changes in the credit markets, expectations for employment and inflation and energy prices;â€¢changes in the level of customersâ€™ components inventory;â€¢competitive pressures, including pricing pressures, from companies that have competing products, architectures, manufacturing technologies and marketing programs;â€¢changes in technology or customer product needs;â€¢strategic actions taken by our competitors;â€¢market acceptance of our products;â€¢changes in prevailing or available interest rates or liquidity of the domestic capital and lending markets;45â€¢exchange rates and currency controls and restrictions on the movement of capital out of country;â€¢recent and potential bank failures;â€¢inflation; andâ€¢changes to tax, trade and regulatory policies, including as a result of changes in administration.If demand for our products decreases, our manufacturing or assembly and test capacity could be underutilized, and we may be required to record an impairment on our long-lived assets, including facilities and equipment, as well as intangible assets, which would increase our expenses. In addition, if product demand decreases or we fail to forecast demand accurately, we could be required to write-off inventory or record underutilization charges, which would have a negative impact on our profitability. If product demand increases more or faster than anticipated, we may not be able to add manufacturing or assembly and test capacity fast enough to meet market demand. These changes in demand for our products, and changes in our customersâ€™ product needs, could have a variety of negative effects on our competitive position and our financial results, and in certain cases, may reduce our net sales, increase our costs, lower our profit margins or require us to recognize impairments of our assets. The occurrence of any of the foregoing could have a material adverse effect on our business, results of operations and financial condition.We and others are

subject to a variety of laws, regulations, or industry standards that may have a material adverse effect on our business, results of operations or financial condition.Our business is subject to regulation by various U.S. federal and state governmental agencies. Such regulation includes, without limitation, the radio frequency emission regulatory activities of the Federal Communications Commission, the antitrust regulatory activities of the Federal Trade Commission (the â€œFTCâ€) and the Department of Justice, the consumer protection laws of the FTC, the import/export regulatory activities of the Department of Commerce, the product safety regulatory activities of the Consumer Products Safety Commission, the regulatory activities of the Occupational Safety and Health Administration, the environmental regulatory activities of the Environmental Protection Agency, the labor regulatory activities of the Equal Employment Opportunity Commission, the export control regulatory activities of the Department of State and tax and other regulations by a variety of regulatory authorities in each of the areas in which we conduct business. We are also subject to similar, and in some cases additional, regulation in other countries where we conduct business, including import and export laws and foreign currency control. In certain jurisdictions, such regulatory requirements may be more stringent and complex than in the United States. We are also subject to a variety of U.S. federal and state employment and labor laws and regulations, including, without limitation, the Americans with Disabilities Act, the Federal Fair Labor Standards Act, the Worker Adjustment and Restructuring Notification Act and other regulations related to working conditions, wage-hour pay, overtime pay, employee benefits, anti-discrimination and termination of employment.Like other companies operating or selling internationally, we face risks of non-compliance with the U.S. Foreign Corrupt Practices Act (the â€œFCPAâ€) and other laws which generally prohibit direct and indirect improper payments to foreign government officials and political parties for the purpose of securing an unfair business advantage. In addition, because we have operations and suppliers in China and adjacent jurisdictions, we have exposure and risks associated with the Uyghur Forced Labor Prevention Act (â€œUFLPAâ€) and other global laws against forced labor. The UFLPA prohibits the importation of articles, merchandise, apparel and goods mined, produced, or manufactured wholly or in part in the Xinjiang Uyghur Autonomous Region (Xinjiang) of the Peopleâ€™s Republic of China (PRC), or by entities identified by the U.S. government on the UFLPA Entity List. Forced labor concerns have rapidly become a global area of interest and is a topic that will likely be subject to new regulations in the markets we operate within. If we fail to comply with these laws and regulations, we may be subject to detention, seizure and exclusion of imports, as well as penalties, costs and restrictions on export and import privileges that could have an adverse effect on our business, financial condition and operating results. We are also subject to similar or even more restrictive anticorruption laws imposed by the governments of other countries where we do business, such as laws that prohibit commercial bribery, including the UK Bribery Act and the Malaysian Anticorruption Act. We make sales, are subject to government regulation and operate in countries known to present heightened risks of public corruption. Although we have implemented policies and controls to mitigate risks of non-compliance, our business activities create the risk of unauthorized conduct by one or more of our employees, consultants, customs brokers, freight forwarders, third party representatives or distributors that could be in violation of various laws including the FCPA or similar local regulations. In addition, we may be held liable for actions taken by such parties even if such parties themselves are not subject to the FCPA or similar laws. 46Investigations into allegations of such misconduct can be costly, and any determination that we have violated the FCPA or similar laws may result in severe criminal or civil sanctions, and we may be subject to other liabilities that could have a material adverse effect on our business, results of operations and financial condition.Our China operations are subject to national, regional and local regulation. The regulatory environment in China continues to evolve, and officials in the Chinese government exercise broad discretion in deciding how to interpret and apply regulations. It is possible that the Chinese governmentâ€™s current or future interpretation and application of existing or new regulations will negatively impact our China operations, result in regulatory investigations or lead to fines or penalties.Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, mandatory product recalls, enforcement actions, disgorgement of profits, disbarment from government projects, fines, damages, civil and criminal penalties or injunctions and reputational damage that could harm our business, results of operations and financial condition. In addition, from time to time we have received, and may receive in the future, correspondence from former employees and parties with whom we have done business, threatening to bring claims against us alleging that we have violated one or more regulations related to customs, labor and employment, foreign currency control or other laws or regulations. An adverse outcome in any litigation or proceeding related to such matters could require us to pay damages, attorneysâ€™ fees and/or other costs.If any governmental sanctions were to be imposed, or if we were not to prevail in any civil action or criminal proceeding, our business, results of operations and financial condition could be materially adversely affected. In addition, responding to any litigation or action would likely result in a significant diversion of managementâ€™s attention and resources and a significant increase in professional fees.Our success depends on our ability to attract, retain and motivate highly skilled employees.Our future operating results depend in significant part upon the continued contributions of our key senior management and technical personnel, many of whom hold critical institutional knowledge and expertise and would be difficult to replace. Our future operating results also depend in significant part upon our ability to attract, train and retain qualified management, including for manufacturing and quality assurance, engineering, design, finance, marketing, sales and support. We are continually recruiting such personnel in various parts of the world. However, competition for such personnel across all of our markets can be strong. Our ability to attract, retain and motivate such personnel depends in part on our ability to offer competitive compensation packages, including salary, cash incentive compensation and share-based compensation along with other benefits and workplace policies, and we can provide no assurance that we will be successful in attracting or retaining such personnel now or in the future. In addition, particularly in the high-technology industry, the value of stock options, restricted share unit awards or other share-based compensation is an important element in the retention of employees. Declines in the value of our ordinary shares could adversely affect our ability to retain employees and we may have to take additional steps to make the equity component of our compensation packages more attractive to attract and retain employees. These steps could result in dilution to shareholders.The loss of any key employee, the failure of any key employee to adequately perform in his or her current position, our inability to attract, train and retain skilled employees as needed or the inability of our key employees to expand, train and manage our employee base as needed, could have a material adverse effect on our business, results of operations and financial condition.Worldwide political conditions and threats of terrorist attacks may adversely affect our operations and demand for our products.Armed conflicts around the world, including those in Ukraine and Israel, could have an impact on our sales, our supply chain and our ability to deliver products to our customers. Political and economic instability in some regions of the world could also have a negative impact on our business. More generally, various events could cause consumer confidence and spending to decrease, or could result in increased economic or financial volatility, any of which could result in a decrease in demand for our products.Additionally, the occurrence or threat of terrorist attacks may in the future adversely affect demand for our products. In addition, such attacks may negatively affect our operations directly or indirectly and such attacks or other armed conflicts may directly impact our facilities or those of our suppliers or customers. Such attacks may 47make travel and the transportation of our products more difficult and more expensive, ultimately having a negative effect on our business.Any such occurrences could have a material adverse effect on our business, results of operations and financial condition.Item 1B. Unresolved Staff CommentsNone.Item 1C. CybersecurityCybersecurity Risk Management and StrategyWe have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity and availability of our critical systems, internal networks and information.We have aligned our cybersecurity risk management program with recognized security frameworks such as the National Institute of Standards and Technology Cybersecurity Framework (â€œNIST CSFâ€) and ISO standards. This does not imply that we meet any particular technical standards, specifications or requirements, only that we use these frameworks as a guide to help us identify, assess and manage cybersecurity risks relevant to our business.Key elements of our cybersecurity risk management program include, but are not limited to, the following:â€¢risk assessments designed to help identify material cybersecurity risks to our critical systems and information;â€¢the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security processes;â€¢cybersecurity awareness training of our employees;â€¢an information security incident response plan that includes procedures for responding to cybersecurity incidents;â€¢an incident response team (the â€œResponse Teamâ€) principally responsible for managing our response to cybersecurity incidents; andâ€¢a third-party risk management process for key IT vendors based on our assessment of their criticality to our operations and respective risk profile.During 2024, we did not identify any risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, that materially affected us, including our business strategy, results of operations or financial condition. However, we face ongoing and increasing cybersecurity risks, including from bad actors that are becoming more sophisticated and effective over time, and if realized, these risks are reasonably likely to materially affect us. Additional information on the cybersecurity risks we face is discussed in â€œItem 1A. Risk Factors.â€Cybersecurity GovernanceOur Board of Directors considers cybersecurity risk as part of its risk oversight function and has delegated to the Cybersecurity and Technology Risk Management Committee of the Board of Directors (the â€œCybersecurity Committeeâ€) oversight of cybersecurity and other information technology risks. The Cybersecurity Committee oversees managementâ€™s implementation of our cybersecurity risk management program.The Cybersecurity Committee receives regular reports from our Chief Information Officer (â€œCIOâ€) regarding any significant cybersecurity incidents, as well as any incidents with lesser impact potential. The CIO periodically reports to the Board of Directors regarding cybersecurity risks and our cybersecurity risk management program. Board members periodically receive presentations on cybersecurity topics from our CIO or external experts as part of the Board of Directorsâ€™ continuing education on topics that impact public companies.Our management team, including our CIO, is responsible for assessing and managing our material risks from cybersecurity threats. Our CIO has over two decades of IT experience, including in applications, infrastructure, development, security and governance, and has presented as a featured speaker at numerous IT and security 48conferences. Our management team has primary responsibility for our overall cybersecurity risk management program and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants. The Response Team, including our CIO and other members of our management team, has primary responsibility for assessing and managing our response to cybersecurity incidents.Our management team takes steps to stay informed about and monitor efforts to prevent, detect, mitigate and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.Item 2. PropertiesOur U.S. headquarters are located in Milpitas, California. We lease or own various facilities described below for our design, manufacture, research and development and sales and marketing activities. We believe that our existing facilities are suitable and adequate for our present purposes. The following is a summary of our principal facilities as of AugustÂ 30, 2024:LocationSquare Feet (in 000s)ManufacturingProcurementR&DSalesSupply ChainServicesDurham, NC102XXXFremont, CA86XXXXÂ Huizhou, China824XXXÂ Â Maynard, MA102XXXMilpitas, CA21Â Â Â Â Â Newark, CA79XXXXXPenang, Malaysia139XXXXXTempe, AZ50XXXXÂ In addition to the principal facilities in the table above, we lease additional facilities in the United States, China, Hong Kong, Ireland, Japan, Scotland, Singapore and Taiwan.49Item 3. Legal ProceedingsFor a discussion of legal proceedings, see â€œItem 1A. Risk Factorsâ€ and â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Commitments and Contingencies.â€Item 4. Mine Safety DisclosuresNot applicable.50PART IIItem 5. Market for Registrantâ€™s Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity SecuritiesMarket Information for Ordinary SharesOur ordinary shares are listed on the Nasdaq Global Select Market under the trading symbol â€œPENG.â€Holders of RecordAs of OctoberÂ 14, 2024, there were 41 registered holders of record of our ordinary shares (not including beneficial holders of our ordinary shares held in street name by brokers and other institutions on behalf of shareholders).DividendsOn JanuaryÂ 3, 2022, our Board of Directors declared a share dividend of one ordinary share, $0.03 par value per share, for each outstanding ordinary share owned, to shareholders of record as of JanuaryÂ 25, 2022. The dividend was paid on FebruaryÂ 1, 2022.We have not paid any cash dividends on our ordinary shares, and we do not currently intend to pay any cash dividends on our ordinary shares in the foreseeable future. We currently intend to retain all available funds and future earnings to support operations and to finance the growth and development of our business. Any future determination to pay dividends will be made at the discretion of our Board of Directors subject to applicable laws and will depend on, among other factors, our results of operations, financial condition, contractual restrictions and capital requirements.Issuer Purchases of Equity SecuritiesOrdinary Share Repurchase AuthorizationOn April 4, 2022, our Board of Directors approved a $75.0 million share repurchase authorization (the â€œInitial Authorizationâ€), under which we may repurchase our outstanding ordinary shares from time to time through open market purchases, privately-negotiated transactions or otherwise. On January 8, 2024, the Audit Committee of the Board of Directors approved an additional $75.0 million share repurchase authorization (the â€œAdditional Authorization,â€ and together with the Initial Authorization, the â€œCurrent Authorizationâ€). The Current Authorization has no expiration date but may be suspended or terminated by the Board of Directors at any time. No shares were repurchased during the fourth quarter of 2024 under the Current Authorization. As of AugustÂ 30, 2024, an aggregate of $77.7 million remained available for the repurchase of our ordinary shares under the Current Authorization. Certain of our agreements, including the Amended Credit Agreement, the SKT Purchase Agreement and the Certificate of Designation relating to the Investment (the â€œCertificate of Designationâ€), contain restrictions that limit our ability to repurchase our ordinary shares.Share Performance GraphThis performance graph shall not be deemed â€œsoliciting materialâ€ or to be â€œfiledâ€ with the SEC for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act, except as shall be expressly set forth by specific reference in such filing.The following graph illustrates a comparison of cumulative total returns for our ordinary shares, the Russell 2000 Index and the Nasdaq Electronic Components Index from August 31, 2019 through August 30, 2024. We operate on a 52- or 53-week fiscal year, which ends on the last Friday in August. As a result, the last day of our fiscal year 51varies. For consistent presentation and comparison to the industry indices shown herein, we have calculated our share performance graph as of August 31 for each year.Note: Management cautions that the share price performance information shown in the graph above may not be indicative of current share price levels or future share price performance.The share performance graph assumes $100 was invested in our ordinary shares and in the other indices on August 31, 2019. Any dividends paid during the period presented were assumed to be reinvested. The performance was plotted using the following data:August 31,2019August 31,2020August 31,2021August 31,2022August 31,2023August 31,2024Penguin Solutions, Inc.$100Â $89Â $171Â $129Â $182Â $146Â Russell 2000 Index$100Â $106Â $156Â $128Â $134Â $159Â Nasdaq Electronic Components Index$100Â $113Â $162Â $144Â $163Â $209Â Item 6. [Reserved]52Item 7. Managementâ€™s Discussion and Analysis of Financial Condition and Results of OperationsThe following discussion and analysis of our financial condition and results of operations should be read in conjunction with the accompanying consolidated financial statements and notes for the year ended August 30, 2024. This discussion contains forward looking statements that involve risks, uncertainties and other factors. Our actual results could differ materially from those contained in these forward-looking statements due to a number of risks, uncertainties and other factors, including those discussed below and elsewhere in this report. See also â€œCautionary Note Regarding Forward-Looking Statementsâ€ and â€œPART I â€“ Item 1A. Risk Factors.â€Our fiscal year is the 52- or 53-week period ending on the last Friday in August. Fiscal years 2024, 2023 and 2022 contained 53, 52 and 52 weeks, respectively. All period references are to our fiscal periods unless otherwise indicated. All financial information for our subsidiaries in Brazil is included in our consolidated financial statements on a one-month lag because their fiscal years ended on July 31 of each year. In connection with the completion of the divestiture of an 81% interest in SMART Brazil, we ceased consolidating the operations of SMART Brazil in our financial statements as of the November 29, 2023 disposal date. As a result, financial information for the first quarter of 2024 includes the four-month period for the SMART Brazil operations from August 1, 2023 to November 29, 2023. All tabular amounts are in thousands.OverviewFor an overview of our business, see â€œPART I â€“ Item 1. Business.â€Divestiture of SMART BrazilOn November 29, 2023, we completed the divestiture of an 81% interest in SMART Brazil to Lexar Europe B.V., an affiliate of Shenzhen Longsys Electronics Co. Ltd.Presentation of SMART Brazil as Discontinued Operations: In accordance with authoritative guidance under U.S. GAAP, we have presented the balance sheets, results of operations and cash flows of SMART Brazil operations in this Annual Report, including in the accompanying consolidated financial statements and notes, as discontinued operations for all periods presented. The SMART Brazil operations were previously reported as part of our Integrated Memory segment. Unless otherwise noted, discussion within this Annual Report relates solely to our continuing operations and excludes the SMART Brazil operations.See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Divestiture of SMART Brazil.â€Acquisition of Stratus TechnologiesOn August 29, 2022, we completed the acquisition of Stratus Technologies. At the closing, we paid a cash purchase price of $225.0 million, subject to certain adjustments. In addition, the seller had the right to receive the Stratus Earnout based on the gross profit performance of the Stratus Technologies business during the first full 12 fiscal months following the closing. Throughout 2023, we adjusted the fair value of the Stratus Earnout by an aggregate of $29.0 million and, as of AugustÂ 25, 2023, current liabilities included $50.0 million for the amount payable in connection with the Stratus Earnout. In the second quarter of 2024, we paid in full $50.0 million related to the Stratus

Earnout.See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Business Acquisitions â€“ Stratus Technologies.â€Factors Affecting Our Operating PerformanceMacro-Economic Demand Factors. Our business segments each have their own unique set of demand factors. Our Advanced Computing business is driven by demand for high-performance compute solutions across AI and machine learning initiatives, as well as traditional workload optimization and efficiency applications. Demand in our Integrated Memory segment is driven by end-market demand from OEMs for customer-specific solutions in vertical markets such as industrial, government, networking, high-performance compute and enterprise storage, 53as well as emerging demand for higher density and greater bandwidth solutions for AI deployments. Finally, demand for our Optimized LED products is derived from targeted end-market applications, such as general high-power and mid-power lighting and specialty lighting, including video display and horticulture applications. We believe our diversified business segments may sometimes provide a natural hedge against downturns in any particular industry. However, broader macro-economic trends can adversely affect all three segments concurrently.Shifts in the Mix and Timing of Our Revenue. Shifts in the mix of revenue from our operating segments, and in the timing of revenue, which can vary significantly from period to period, can impact our business and operating results, including gross and operating margins. For example, our Advanced Computing segment has shown solid growth, but is subject to variability in its sales and margin profile from period to period for reasons such as: recognition of revenue is sometimes tied to customer decisions as to the completion of delivery and system go-live events, sales can be affected by the timing of customer deployments or customer budget considerations and margin is driven by the extent to which higher margin software and managed services comprise Advanced Computing sales. Our resource commitments and planning for each segment are relatively fixed in the short term, and as such, variability in expected revenue mix will have direct implications for our operating income and margins.Our Ability to Identify, Complete and Successfully Integrate Acquisitions. A substantial portion of our growth over the last several years has been driven by acquisitions, and we intend to continue to use corporate development as an engine for growth. Within our existing segments, we plan to pursue acquisitions to expand features and functionality, expand into adjacent businesses and grow our customer base and geographic footprint. From time to time, we may seek to expand our addressable market by entering new business segments where, as we did with our Cree LED and Stratus Technologies acquisitions, we identify a business opportunity at scale with a path to being accretive to our overall operations in the near term. If we are unable to identify and complete attractive acquisitions, we may not be successful in growing our revenue and/or expanding our margins. Any acquisitions we do complete may require us to incur debt or raise capital through equity financings or may subject us to unforeseen liabilities or costs, or operational challenges, that in turn impede our ability to realize the expected returns on our investment.Disruptions in Our Supply Chain May Adversely Affect Our Businesses. We depend on third-party suppliers for key components of our products, such as commodity DRAM components from offshore foundries that we use in our specialty memory products, third-party wafers that we use in our memory and LED businesses and HPC and AI components for our Advanced Computing business. In our memory and LED businesses, we have adopted a â€œFab-Lightâ€ business model to reduce our capital expenditures and operating expenses, while affording greater flexibility in adapting to shifts in demand and other market trends. Our Fab-Light business model contributed to margin expansion in our overall business. However, our reliance on third-party manufacturers exposes us to risk of supply chain disruption and lost business. For example, the recent global semiconductor shortage has adversely affected our operating results. In addition, in our Advanced Computing business, where we source components from third parties, the high demand for and limited supply of AI components globally, as well as any delays in the production of such components, continues to affect our sourcing of these components and the timing of deployments. In particular, we continue to experience extended lead times for certain components that are incorporated into our overall solutions, which impacts how quickly we are able to ramp existing and new customer projects. If such disruptions worsen or are prolonged, or if there is meaningful disruption in our supply arrangement with any of our third-party suppliers, our operating results and financial condition may continue to be adversely affected.54Results of OperationsYear endedAugust 30,2024% of netsales (1)August 25,2023% of netsales (1)August 26,2022% of netsales (1)Net sales:Â Â Â Advanced Computing$554,552Â 47.4Â %$749,708Â 52.0Â %$440,986Â 31.6Â %Integrated Memory356,426Â 30.4Â %443,264Â 30.8Â %551,705Â 39.5Â %Optimized LED259,818Â 22.2Â %248,278Â 17.2Â %403,185Â 28.9Â %Total net sales1,170,796Â 100.0Â %1,441,250Â 100.0Â %1,395,876Â 100.0Â %Cost of sales830,020Â 70.9Â %1,026,079Â 71.2Â %1,004,831Â 72.0Â %Gross profit340,776Â 29.1Â %415,171Â 28.8Â %391,045Â 28.0Â %Â Â Operating expenses:Â Research and development81,537Â 7.0Â %90,565Â 6.3Â %77,472Â 5.6Â %Selling, general and administrative233,880Â 20.0Â %260,722Â 18.1Â %204,839Â 14.7Â %Impairment of goodwillâ€”Â â€”Â %19,092Â 1.3Â %â€”Â â€”Â %Change in fair value of contingent considerationâ€”Â â€”Â %29,000Â 2.0Â %41,324Â 3.0Â %Other operating (income) expense7,064Â 0.6Â %7,047Â 0.5Â %234Â â€”Â %Total operating expenses322,481Â 27.5Â %406,426Â 28.2Â %323,869Â 23.2Â %Operating income (loss)18,295Â 1.6Â %8,745Â 0.6Â %67,176Â 4.8Â %Â Â Â Non-operating (income) expense:Â Â Interest expense, net28,378Â 2.4Â %36,421Â 2.5Â %24,345Â 1.7Â %Other non-operating (income) expense21,084Â 1.8Â %11,837Â 0.8Â %350Â â€”Â %Total non-operating (income) expense49,462Â 4.2Â %48,258Â 3.3Â %24,695Â 1.8Â %Income (loss) before taxes(31,167)(2.7)%(39,513)(2.7)%42,481Â 3.0Â %Â Â Â Income tax provision (benefit)10,618Â 0.9Â %(49,203)(3.4)%18,074Â 1.3Â %Net income (loss) from continuing operations(41,785)(3.6)%9,690Â 0.7Â %24,407Â 1.7Â %Net income (loss) from discontinued operations(8,148)(0.7)%(195,384)(13.6)%44,185Â 3.2Â %Net income (loss)(49,933)(4.3)%(185,694)(12.9)%68,592Â 4.9Â %Net income attributable to noncontrolling interest2,539Â 0.2Â %1,832Â 0.1Â %2,035Â 0.1Â %Net income (loss) attributable to Penguin Solutions$(52,472)(4.5)%$(187,526)(13.0)%$66,557Â 4.8Â %(1)Summations of percentages may not compute precisely due to rounding.Net Sales, Cost of Sales and Gross ProfitNet sales decreased by $270.5 million, or 18.8%, in 2024 compared to the prior year, primarily due to lower sales and weakness in our Advanced Computing and Integrated Memory segments, partially offset by moderate growth in our Optimized LED segment. Advanced Computing net sales decreased by $195.2 million, or 26.0%, primarily related to lower hardware sales year over year due to the unpredictable nature of large project engagements, which may not occur with the same frequency or scale each year. Integrated Memory net sales decreased by $86.8 million, or 19.6%, primarily due to lower sales volumes of Flash and DRAM products to our OEM customers, driven by macroeconomic environment challenges. Optimized LED net sales increased by $11.5 million, or 4.6%, primarily due to higher demand as channel partners addressed low inventory carrying levels.Net sales increased by $45.4 million, or 3.3%, in 2023 compared to the prior year, due to strong performance in our Advanced Computing business, partially offset by weakness in both our Integrated Memory and Optimized LED segments. Advanced Computing net sales increased by $308.7 million, or 70.0%, primarily due to $172.7 million of revenue from our Stratus Technologies acquisition in August 2022, as well as higher volumes of sales in our Penguin Computing business. Optimized LED net sales decreased by $154.9 million, or 38.4%, primarily due to continued demand challenges in China. Integrated Memory sales decreased by $108.4 million, or 19.7%, primarily due to lower sales volume and pricing of DRAM products.Cost of sales decreased by $196.1 million, or 19.1%, in 2024 compared to the prior year, primarily due to our Advanced Computing and Integrated Memory segments, which had lower material and production costs from lower sales, as well as lower personnel-related expenses mainly driven by cost reduction efforts. Cost of sales increased by $21.2 million, or 2.1%, in 2023 compared to the prior year, primarily due to the Stratus Technologies 55acquisition and from higher costs of materials and production costs due to higher sales for our Advanced Computing segment.Gross margin increased to 29.1% in 2024 compared to 28.8% in 2023 primarily due to favorable mix from higher service revenue in our Advanced Computing segment. Gross margin increased to 28.8% in 2023 compared to 28.0% in 2022 primarily due to the inclusion of higher margin Stratus products, as well as process and efficiency improvements in the Integrated Memory and Advanced Computing segments compared to the prior year.Non-GAAP Measure of Segment Operating IncomeBelow is a table of our operating income, measured on a non-GAAP basis, which Penguin Solutions management uses to supplement Penguin Solutionsâ€™ financial results under GAAP to analyze its operations and make decisions as to future operational plans and believes that this supplemental non-GAAP information is useful to investors in analyzing and assessing the companyâ€™s past and future operating performance. These non-GAAP measures exclude certain items, such as share-based compensation expense; amortization of acquisition-related intangible assets (consisting of amortization of developed technology, customer relationships, trademarks/trade names and backlog acquired in connection with business combinations); acquisition-related inventory adjustments; diligence, acquisition and integration expense; restructure charges; impairment of goodwill; changes in the fair value of contingent consideration; and other infrequent or unusual items. While amortization of acquisition-related intangible assets is excluded, the revenues from acquired companies is reflected in our non-GAAP measures and these intangible assets contribute to revenue generation. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Segment and Other Information.â€Non-GAAP financial measures should not be considered as a substitute for, or superior to, measures of financial performance prepared in accordance with GAAP, as they exclude important information about our financial results, as noted above. The presentation of these adjusted amounts varies from amounts presented in accordance with GAAP and therefore may not be comparable to amounts reported by other companies.Year endedAugust 30,2024August 25,2023August 26,2022GAAP operating income (loss)$18,295Â $8,745Â $67,176Â Share-based compensation expense43,160Â 39,228Â 37,284Â Amortization of acquisition-related intangibles39,272Â 44,601Â 23,729Â Flow-through of inventory step upâ€”Â 2,599Â â€”Â Cost of sales-related restructure2,136Â 6,813Â â€”Â Diligence, acquisition and integration expense8,772Â 20,869Â 7,090Â Impairment of goodwillâ€”Â 19,092Â â€”Â Change in fair value of contingent considerationâ€”Â 29,000Â 41,324Â Restructure charge7,064Â 7,047Â 234Â Other1,558Â 1,800Â 624Â Non-GAAP operating income$120,257Â $179,794Â $177,461Â Non-GAAP operating income by segment:Â Â Â Advanced Computing$95,291Â $110,975Â $49,450Â Integrated Memory22,413Â 73,639Â 78,869Â Optimized LED2,553Â (4,820)49,142Â Total non-GAAP operating income by segment$120,257Â $179,794Â $177,461Â Advanced Computing operating income decreased by $15.7 million, or 14.1%, in 2024 compared to the prior year primarily due to lower sales from our Penguin Computing business, partially offset by lower operating expenses, mainly driven by personnel-related expenses due to lower headcount and lower subcontract services. Advanced Computing operating income increased by $61.5 million, or 124.4%, in 2023 compared to the prior year primarily due to higher sales mainly due to the Stratus Technologies acquisition and gross margin expansion, partially offset by higher operating expenses due to the Stratus Technologies acquisition as well as personnel-related expenses due in part to increased headcount to support the revenue growth.Integrated Memory operating income decreased by $51.2 million, or 69.6%, in 2024 compared to the prior year primarily due to lower sales and gross profit due to lower sales volumes of Flash and DRAM products. Integrated 56Memory operating income decreased by $5.2 million, or 6.6%, in 2023 compared to the prior year primarily due to lower sales, partially offset by a favorable product mix and lower personnel-related costs driven in part by cost containment actions.Optimized LED operating loss improved by $7.4 million, or 153.0%, in 2024 primarily due to higher revenue from increased demand, better factory leverage and product mix and lower personnel-related expenses due to headcount reductions. Optimized LED operating income decreased by $54.0 million, or 109.8%, in 2023 compared to the prior year primarily due to lower sales from demand challenges in China, partially offset by lower personnel-related costs driven in part by cost reduction actions.Operating and Non-operating (Income) ExpenseResearch and DevelopmentResearch and development expense decreased by $9.0 million, or 10.0%, in 2024 compared to the prior year, primarily due to lower personnel-related expenses mainly driven by headcount reductions, as well as lower subcontract services mainly driven by Advanced Computing.Research and development expense increased by $13.1Â million, or 16.9%, in 2023 compared to the prior year, primarily due to additional costs from the Stratus Technologies acquisition, offset by lower personnel-related expenses mainly driven by bonus and headcount reductions.Selling, General and AdministrativeSelling, general and administrative expense decreased by $26.8 million, or 10.3%, in 2024 compared to the prior year, primarily due to lower diligence, acquisition and integration expense, lower personnel-related expenses, mainly driven by headcount reductions, and lower amortization expense of intangible assets.Selling, general and administrative expense increased by $55.9 million, or 27.3%, in 2023 compared to the prior year, primarily due to additional costs from the Stratus Technologies acquisition as well as higher diligence, acquisition and integration expense, partially offset by lower personnel-related expenses driven by bonus and headcount reductions.Impairment of GoodwillIn the second quarter of 2023, we initiated a plan pursuant to which we intend to wind down manufacturing and discontinue the sale of certain legacy products offered through our Penguin Edge business by approximately the end of 2025. We recorded impairment charges of $19.1 million in 2023 to impair the carrying value of Penguin Edge goodwill. We currently anticipate that the remaining goodwill of the Penguin Edge reporting unit of $16.1 million as of AugustÂ 30, 2024 may become further impaired in future periods. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Intangible Assets and Goodwill â€“ Impairment of Penguin Edge Goodwill.â€Change in Fair Value of Contingent ConsiderationOur acquisitions of Stratus Technologies in the first quarter of 2023 and our Optimized LED business in the third quarter of 2021 each included contingent consideration. We estimate the fair value of the contingent consideration as of the date of acquisition and subsequently recognize changes in the fair value in results of operations. During 2023 and 2022, we recorded charges of $29.0 million and $41.3 million, respectively, to adjust the fair value of the contingent consideration. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Business Acquisitions.â€Other Operating (Income) ExpenseOther operating expense in 2024 and 2023 included restructure charges of $7.1 million and $7.0 million, respectively, primarily for employee severance costs and other benefits resulting from workforce reductions, the elimination of certain projects across our businesses and other costs associated with the wind down of our Penguin Edge business. We anticipate that such activities will continue into future quarters and anticipate recording additional restructure charges.57Interest Expense, NetNet interest expense decreased by $8.0 million, or 22.1%, in 2024 compared to the prior year, primarily due to higher interest income resulting from higher cash and investment balances, partially offset by higher interest expense from the Amended 2027 TLA (as defined below). Net interest expense increased by $12.1 million, or 49.6%, in 2023 compared to the prior year, primarily due to higher interest expense from the Amended 2027 TLA, partially offset by higher interest income resulting from higher cash and investment balances.Other Non-operating (Income) ExpenseOther non-operating (income) expense in 2024 and 2023 included losses of $22.8 million and $15.9 million, respectively, from the extinguishment or prepayment of debt. Other non-operating (income) expense in 2023 also included net gains of $3.0 million from the disposition of assets. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt.â€Income Tax Provision (Benefit)Our provision for income taxes increased by $59.8 million in 2024, or 121.6%, compared to the prior year primarily due to a decrease in tax benefit for the 2023 U.S. federal and state valuation allowance release. Our provision for income taxes decreased by $67.3 million in 2023, or 372.2%, compared to the prior year primarily due to the tax benefit on the release of the U.S. federal and state valuation allowance in 2023, partially offset by tax add backs for nondeductible goodwill impairment in 2023 and additional uncertain tax positions recorded in 2023.In 2024, our tax expense of $10.6 million and effective tax rate of (34.1)%, which was different from the U.S. statutory tax rate primarily due to losses, generated in a jurisdiction where no tax benefit can be recognized, and foreign withholding taxes, partially offset by benefits associated with decreases in reserves for uncertain tax provisions and U.S. federal and state tax credits.In 2023, our tax benefit of $49.2 million and effective tax rate of 124.5%, which was different from the U.S. statutory tax rate primarily due to a release of the U.S. federal and state valuation allowance. The effective tax rate benefit from the valuation allowance release was offset with detriments associated with losses generated in jurisdictions with rates lower than the U.S. statutory tax rate, increases in reserves for uncertain tax provisions, foreign withholding taxes and goodwill impairment for financial reporting purposes with no tax basis.In 2022, our tax expense of $18.1 million and effective tax rate of 42.5%, which was different from the U.S. statutory tax rate primarily due to losses generated in jurisdictions with rates lower than the U.S. statutory tax rate, nondeductible expenses and additional valuation allowance recorded against U.S. federal and state deferred tax assets.We have operations in Malaysia, where we have tax incentive arrangements for our pioneer status activities and our global supply chain operations. The statutory tax rate for Malaysia is 24%. These arrangements are scheduled to expire in August 2028 and are subject to certain conditions, with which we have partially complied in 2024 and fully complied in 2023 and 2022. The impact of partial compliance is reflected within the 2024 income tax provision. Our effective income tax rate in the future may be higher depending on a combination of our overall and jurisdictional profitability, the expectation that future tax holidays will have tax rates greater than our prior approved tax holidays and the impact of the OECDâ€™s Pillar Two model rules, which aims to implement a global minimum tax rate of 15%. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Income Taxes.â€Net Income (Loss) From Discontinued OperationsAs discussed above, we have presented the results of SMART Brazil as discontinued operations in our consolidated statements of operations for all periods presented. As of AugustÂ 25, 2023, SMART Brazil was classified as held for sale. Accordingly, in 2023 we evaluated the carrying value of the net assets of SMART Brazil (including $206.3 million recognized within shareholderâ€™s equity related to the cumulative translation adjustment from SMART Brazil), estimated costs to sell and expected proceeds and concluded the net assets were impaired. As a result, we recognized an impairment charge of $153.0 million in 2023 to write down the carrying value of the net assets of SMART Brazil. In addition, we concluded that the outside basis of SMART Brazil inclusive of any withholding taxes should be recognized upon the classification as held for sale as of AugustÂ 25, 2023. Accordingly, we recognized withholding taxes on the expected capital gain and deferred

tax liabilities of $28.6 58million in 2023. In the first quarter of 2024, we completed the divestiture, and in connection therewith, recognized an additional loss of $8.9 million. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Divestiture of SMART Brazil.â€Liquidity and Capital ResourcesAs of AugustÂ 30, 2024, we had cash, cash equivalents and short-term investments of $389.5 million, of which $299.1 million was held by subsidiaries outside of the United States. Our principal uses of cash and capital resources have been acquisitions, debt service requirements, capital expenditures, research and development expenditures and working capital requirements. We expect that future capital expenditures will focus on expanding our research and development activities, manufacturing equipment upgrades, acquisitions and IT infrastructure and software upgrades. Cash and cash equivalents generally consist of funds held in demand deposit accounts, money market funds and time deposits. We do not acquire investments for trading or speculative purposes.We may from time to time seek additional equity or debt financing. Any future equity or debt financing may be dilutive to our existing investors and may include debt service requirements and financial and other restrictive covenants that may constrain our operations and growth strategies. In the event that we seek additional financing, we may not be able to raise such financing on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in continued product innovation, we may not be able to compete successfully, which would harm our business, operations and financial condition.We expect that our existing cash and cash equivalents, short-term investments, borrowings available under our credit facilities and cash generated by operating activities will be sufficient to fund our operations for at least the next 12 months.Credit FacilityOn February 7, 2022, Penguin Solutions and SMART Modular Technologies, Inc. (collectively, the â€œBorrowersâ€) entered into a credit agreement (the â€œOriginal Credit Agreementâ€) with a syndicate of banks and Citizens Bank, N.A., as administrative agent that provided for (i) a term loan credit facility in an aggregate principal amount of $275.0 million (the â€œ2027 TLAâ€) and (ii) a revolving credit facility in an aggregate principal amount of $250.0 million (the â€œ2027 Revolverâ€), in each case, maturing on February 7, 2027. The Original Credit Agreement provides that up to $35.0 million of the 2027 Revolver is available for issuances of letters of credit. The Original Credit Agreement has subsequently been amended to, among other things, provide for incremental term loans in an aggregate amount of $300.0 million (together with the 2027 TLA, the â€œAmended 2027 TLAâ€), amend the First Lien Leverage Ratio (as defined in the Amended Credit Agreement) and increase the aggregate amount of unrestricted cash and permitted investments netted from the definitions of Consolidated First Lien Debt and Consolidated Net Debt. As of August 30, 2024, there was $300.0 million of aggregate principal amount outstanding under the Amended 2027 TLA and there were no amounts outstanding under the 2027 Revolver. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt â€“ Credit Facility.â€Divestiture of SMART BrazilIn November 2023, we completed the divestiture of SMART Brazil. In connection with the divestiture, we sold an 81% interest and retained a 19% interest in SMART Brazil. At the closing of the transaction, we received cash of $143.0 million, net of tax, from the sale. In addition, we have the right to receive a deferred payment of $28.4 million in May 2025. See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Divestiture of SMART Brazil.â€Preferred Share InvestmentIn July 2024, we entered into the SKT Purchase Agreement for the Investment, pursuant to which we agreed to sell to SK the CPS. The CPS will be convertible into ordinary shares at a conversion price of $32.81 per preferred share, subject to adjustment upon the occurrence of certain events, will have an initial liquidation preference of 1x and will only be redeemable at our option, subject to certain conditions. The holder of the CPS may convert such holderâ€™s CPS into ordinary shares at any time, provided that the CPS may, at our option, automatically be converted into ordinary shares on any date following the second anniversary of the closing upon certain conditions. The CPS will entitle the holder to receive dividends of six percent per annum, cumulative, and payable quarterly in-kind or in cash at our option.59The SKT Purchase Agreement may be terminated by either SK or us if the closing has not occurred by April 14, 2025, subject to extension to July 14, 2025 in the event certain approvals have not been obtained. The Investment is expected to close by the end of calendar 2024 or early in calendar 2025. Because the transaction is subject to regulatory clearances and approvals, there can be no assurance that the transaction will close in calendar 2024 or 2025, or at all.See â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Preferred Share Investment.â€Contractual ObligationsFor information regarding our debt obligations, see â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Debt.â€ For our operating lease obligations, see â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Leases.â€ For our purchase obligations, see â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Commitments and Contingencies.â€Cash FlowsYear endedAugust 30,2024August 25,2023August 26,2022Net cash provided by operating activities from continuing operations$105,521Â $63,677Â $38,862Â Net cash used for investing activities from continuing operations(11,804)(281,184)(21,234)Net cash provided by (used for) financing activities from continuing operations(209,495)237,221Â 60,645Â Net increase in cash and cash equivalents from discontinued operations90,447Â 22,520Â 61,567Â Effect of changes in currency exchange rates(1,256)4,765Â 239Â Net increase (decrease) in cash, cash equivalents and restricted cash$(26,587)$46,999Â $140,079Â Operating Activities: Cash flows from operating activities reflects net income, adjusted for certain non-cash items, including depreciation and amortization expense, share-based compensation, changes in the fair value of contingent consideration, gains and losses from investing or financing activities and from the effects of changes in operating assets and liabilities.Net cash provided by operating activities from continuing operations in 2024 was $105.5 million, comprised primarily of a net loss of $41.8 million, adjusted for non-cash items of $121.6 million. Operating cash flows were favorably affected by a $25.7 million net change in our operating assets and liabilities, primarily from the effects of an increase of $54.3 million in accounts payable and accrued expenses and other liabilities and a decrease of $23.8 million inventories, partially offset by an increase of accounts receivable of $32.5 million and the payment of $29.0 million of contingent consideration, which related to our 2023 acquisition of Stratus Technologies. The increase in accounts payable and accrued expenses and other liabilities was primarily due to timing of payments, as well as higher deferred revenue resulting from amounts received from customers in advance of satisfying performance obligations.Net cash provided by operating activities from continuing operations in 2023 was $63.7 million, comprised primarily of a net income of $9.7 million, adjusted for non-cash items of $119.3 million. Operating cash flows were adversely affected by a $65.4 million net change in our operating assets and liabilities, primarily from the effects of decreases of $256.1 million in accounts payable and accrued expenses and other liabilities and the payment of $73.7 million of contingent consideration, which related to our 2021 acquisition of the Optimized LED business, partially offset by the effect of decreases of $162.5 million in accounts receivable and $95.2 million in inventories. The decreases in both accounts payable and accrued expenses and inventories were primarily due to lower inventories in our Integrated Memory and Advanced Computing segments. The decrease in accounts receivable was primarily due to lower gross sales in our Integrated Memory segment.Net cash provided by operating activities from continuing operations in 2022 was $38.9 million, resulting primarily from net income of $24.4 million, adjusted for non-cash items of $136.8 million. Operating cash flows were adversely affected by a $122.3 million net change in our operating assets and liabilities, primarily from the effects of an increase of $97.8 million in accounts receivable and a decrease of $44.9 million in accounts payable and accrued expenses and other liabilities, partially offset by a decrease of $30.7 million in inventories. The increase 60in accounts receivable was primarily due to higher gross sales primarily in our Integrated Memory and Advanced Computing segments. The decreases in both accounts payable and accrued expenses and in inventories were primarily due to lower inventories in our Integrated Memory and Advanced Computing segments.Investing Activities: Net cash used for investing activities from continuing operations in 2024 consisted primarily of $19.4 million used for capital expenditures and deposits on equipment and $11.0 million of purchases of non-marketable investment securities, partially offset by net maturities of marketable investment securities of $19.9 million.Net cash used for investing activities from continuing operations in 2023 was $281.2 million, consisted primarily of $213.1 million net cash used for the acquisition of Stratus Technologies, $39.4 million used for capital expenditures and deposits on equipment and $25.0 million used for the purchases of marketable investment securities.Net cash used for investing activities from continuing operations in 2022 consisted primarily of $20.4 million used for capital expenditures and deposits on equipment.Financing Activities: Net cash used for financing activities from continuing operations in 2024 was $209.5 million, consisting primarily of $351.3 million in principal repayment of debt, $21.3 million of payments to acquire ordinary shares, $21.0 million payment of contingent consideration related to our 2023 acquisition of Stratus Technologies and $16.3 million of payments to acquire capped calls in connection with the issuance of our 2030 Notes, partially offset by $192.7 million in net proceeds from the issuance of our 2030 Notes and $9.8 million in proceeds from the issuance of ordinary shares from our equity plans.Net cash provided by financing activities from continuing operations in 2023 was $237.2 million, consisting primarily of $295.3 million in net proceeds from our term loan and $43.0 million in proceeds from the issuance of ordinary shares from our equity plans, partially offset by a $28.1 million payment of contingent consideration related to our 2021 acquisition of our Optimized LED business, $24.7 million of payments to acquire ordinary shares, $21.6 million in principal repayment of debt and $14.1 million payment of premium in connection with our convertible note exchange.Net cash provided by financing activities from continuing operations in 2022 was $60.6 million, consisting primarily of $270.8 million in net proceeds from issuance of a term loan and $12.1 million in proceeds from the issuance of ordinary shares from our equity plans, partially offset by $126.7 million in principal repayment of debt, primarily the LED Purchase Price Note, $57.2 million of payments to acquire ordinary shares and $25.0 million in net repayments of borrowings under our line of credit.Critical Accounting EstimatesThe preparation of these financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures. We evaluate our estimates and judgments on an ongoing basis. Estimates and judgments are based on historical experience, forecasted events and various other assumptions that we believe to be reasonable under the circumstances; however, actual results could differ from those estimates. Our management believes the accounting policies below are critical in the portrayal of our financial condition and results of operations and require managementâ€™s most difficult, subjective or complex judgments.Our discussion of critical accounting estimates is intended to supplement our summary of significant accounting policies so that readers will have greater insight into the uncertainties involved in applying our critical accounting policies and estimates. For a summary of our significant accounting policies, see â€œItem 8. Financial Statements and Supplementary Data â€“ Notes to Consolidated Financial Statements â€“ Significant Accounting Policies.â€Business Acquisitions: Accounting for acquisitions requires us to estimate the fair value of consideration paid and the individual assets and liabilities acquired, which involves a number of judgments, assumptions and estimates that could materially affect the amount and timing of costs recognized in subsequent periods. We typically obtain independent third-party valuation studies to assist in determining fair values, including assistance in determining future cash flows, discount rates and comparable market values. Items involving significant assumptions, estimates and judgments include the following:â€¢Fair value of consideration paid or transferred (including contingent consideration);61â€¢Inventory, including estimated future selling prices, timing of product sales and completion costs for work in process;â€¢Property, plant and equipment, including determination of values in a continued-use model;â€¢Intangible assets, including valuation methodology, estimates of future revenues and costs, profit allocation rates attributable to the acquired technology and discount rates;â€¢Debt and other liabilities, including discount rate and timing of payments; andâ€¢Deferred taxes, including projections of future taxable income and tax rates.The valuation of contingent consideration in connection with an acquisition may be inherently challenging due to the dependence on the occurrence of future events and complex payment provisions. Estimating the fair value of contingent consideration at an acquisition date and in subsequent periods involves significant judgments, including projecting future average selling prices, future sales volumes, manufacturing costs and gross margins. To project average selling prices and sales volumes, we review recent sales volumes, existing customer orders, current prices and other factors such as industry analyses of supply and demand, seasonal factors, general economic trends and other information. To project manufacturing costs, we must estimate future production levels and costs of production, including labor, materials and other overhead costs. Actual selling prices and sales volumes, as well as levels and costs of production, can often vary significantly from projected amounts.Income Taxes: We are required to estimate our provision for income taxes and amounts ultimately payable or recoverable in numerous tax jurisdictions around the world. These estimates involve significant judgment and interpretations of regulations and are inherently complex. Resolution of income tax treatments in individual jurisdictions may not be known for many years after completion of the applicable year. We are also required to evaluate the realizability of our deferred tax assets on an ongoing basis in accordance with U.S. GAAP, which requires the assessment of our performance and other relevant factors. Realization of deferred tax assets is dependent on our ability to generate future taxable income. Our income tax provision or benefit is dependent, in part, on our ability to forecast future taxable income in various jurisdictions. Such forecasts are inherently difficult and involve significant judgments including, among others, projecting future average selling prices and sales volumes, manufacturing and overhead costs and other factors that significantly impact our analyses of the amount of net deferred tax assets that are more likely than not to be realized.Inventories: Inventories are stated at the lower of cost or net realizable value. In our Optimized LED segment, cost is determined on a first-in, first-out basis. For all other segments, inventory value is determined on a specific identification basis for material and an allocation of labor and manufacturing overhead. At each balance sheet date, we evaluate ending inventories for excess quantities and obsolescence, including analyses of sales levels by product family, historical demand and forecasted demand in relation to inventory on hand, competitiveness of product offerings, market conditions and product life cycles. From time to time, our customers may request that we purchase and maintain significant inventory of raw materials for specific programs. Such inventory purchases are evaluated for excess quantities and potential obsolescence and could result in a provision at the time of purchase or subsequent to purchase. Inventory levels may fluctuate based on inventory held under service arrangements. Our provision for excess and obsolete inventory are also impacted by our arrangements with our customers and/or suppliers, including our ability or inability to resell such inventory to them.Goodwill and Intangible Assets: We test goodwill for impairment in our fourth quarter each year, or more frequently if indicators of an impairment exist, to determine whether it is more likely than not that the fair value of the reporting unit with goodwill is less than its carrying value. For reporting units for which we conclude that it is more likely than not that the fair value is more than its carrying value, goodwill is considered not impaired and we are not required to perform the goodwill impairment test. Qualitative factors considered in this assessment include industry and market considerations, overall financial performance and other relevant events and factors affecting the fair value of the reporting unit. For reporting units for which this assessment concludes that it is more likely than not that the fair value is below the carrying value, goodwill is tested for impairment by determining the fair value of the reporting unit and comparing it to the carrying value of the net assets assigned to the reporting unit. If the fair value of the reporting unit exceeds its carrying value, goodwill is considered not impaired. If the carrying value of the reporting unit exceeds its fair value, we would record an impairment loss up to the difference between the carrying value and implied fair value.Determining when to test for impairment, the reporting units, the assets and liabilities of the reporting unit and the fair value of the reporting unit requires significant judgment and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates, forecasted manufacturing costs, budgets and other expenses developed as part of our long-range planning process. We test the reasonableness 62of the output of our long-range planning process by calculating an implied value per share and comparing that to current share prices, analystsâ€™ consensus pricing and managementâ€™s expectations. These estimates and assumptions are used to calculate projected future cash flows for the reporting unit, which are discounted using a risk-adjusted rate to estimate a fair value. We base fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from those estimates.We test other identified intangible assets with definite useful lives when events and circumstances indicate the carrying value may not be recoverable by comparing the carrying amount to the sum of undiscounted cash flows expected to be generated by the asset. Estimating fair values involves significant assumptions, including future sales prices, sales volumes, costs and discount rates.Revenue Recognition: We recognize revenue based on the transfer of control of goods and services and apply the following five-step approach: (1) identification of a contract with a customer, (2) identification of the performance obligations in the contract, (3) determination of the transaction price, (4) allocation of the transaction price to the performance obligations in the contract and (5) recognition of revenue as performance obligations are satisfied.Applying the five-step approach in determining whether to recognize revenue at a point in time or over time requires significant judgement. A portion of our revenue is from sales of customized product which, in some cases, are non-cancellable and/or non-refundable. Significant judgement is required to determine when control passes to the customer and whether and when our performance obligations have been satisfied. This determination can significantly affect the timing of recognizing revenue.Product Revenue: Product revenue is generally recognized when control of the promised goods is transferred to customers. Contracts with customers are generally short-term in duration at fixed, negotiated prices with payment generally due shortly after delivery. We estimate a liability for returns using the expected value method based on historical rates of return. In addition, we generally offer price protection to our distributors, which is a form of variable consideration that decreases the transaction price. We use the expected value method, based on historical price adjustments and current pricing trends, to estimate the amount of revenue recognized from sales to distributors. Differences between the estimated and actual amounts are recognized as adjustments to revenue.Noncancellable, nonrefundable

customized product sales are recognized over time on a cost incurred basis. In connection with these arrangements, customers obtain control and benefit from products as they are completed. The terms for these arrangements provide us with a legally enforceable right to receive payment, including a reasonable profit margin upon customer cancellation, for performance completed to date. Accordingly, we recognize revenue over time as we complete the manufacture of these products.A portion of our revenue is derived from the sale of customized products. In certain cases, we recognize revenue when control of the underlying assets passes to the customer when the customer is able to direct the use of, and obtain substantially all of the remaining benefit from, the assets; the customer has the significant risks and rewards associated with ownership of the assets; and we have a present right to payment. Under the terms of these arrangements, we cannot repurpose products without the customerâ€™s consent and accordingly, we recognize revenue at the point in time when products are completed and made available to the customer.Service Revenue: Our service revenue is derived from professional services and supply chain services. Professional services include solution design, system installation, software automation and managed support services related to HPC and storage systems. Supply chain services includes procurement, logistics, inventory management, temporary warehousing, kitting and packaging. While we take title to inventory under such arrangements, control of such inventory does not transfer to us as we do not, at any point, have the ability to direct the use, and thereby obtain the benefits, of the inventory. Service revenue also includes extended warranty, on-site services and subscriptions to our HPC environment.Agent Services: We provide certain services on an agent basis, whereby we procure product, materials and services on behalf of our customers and then resell such product, materials or services to our customers. Gross amounts invoiced to customers in connection with these agent services include amounts related to the services performed by us in addition to the cost of the product, materials and services procured. However, only the amount related to the agent component is recognized as revenue in our results of operations. We generally recognize revenue for these procurement, logistics and inventory management services upon the completion and/or acceptance of such services, which typically occurs at the time of shipment of product to the customer. Amounts 63we invoice to customers for the cost of product, materials and services performed, which remain unpaid as of the end of a reporting period, are included in accounts receivable. Additionally, the cost of product and materials procured for customers under these agent services, which remain on hand as of the end of a reporting period, are included in inventories. Amounts in accounts receivable and inventories impact the determination of cash flows from operating activities.Determining whether we are the principal or agent in these transactions requires significant judgement. This determination affects the amount of revenue we recognize; a principal recognizes revenues at the gross amount received for the goods and services, while an agent recognizes revenue at the net amount. The impact of this determination significantly impact the amount of revenue and cost of sales we recognize.Transaction Price: The transaction price is determined based on the consideration to which we will be entitled in exchange for transferring goods or services to the customer. We allocate the transaction price to each distinct product and service based on its relative standalone selling price. The standalone selling price for products primarily involves the cost to produce the deliverable plus the anticipated margin and for services is estimated based on our approved list price.A portion of our service revenue is from professional services, including installation and other services and hardware and software related support. Each contract may contain multiple performance obligations, which requires the transaction price to be allocated to each performance obligation. We allocate the consideration to each performance obligation based on the relative selling price, determined as the best estimate of the price at which we would transact if it sold the deliverable regularly on a stand-alone basis.Contract Costs: As a practical expedient, we recognize the incremental costs of obtaining a contract, specifically commission expenses, that have an amortization period of less than 12 months, as an expense when incurred. Additionally, we account for shipping and handling costs, if any, that occur after control transfers to the customer as a fulfillment activity. We record shipping and handling costs related to revenue transactions within cost of sales as a period cost.Item 7A. Quantitative and Qualitative Disclosure About Market RiskForeign Exchange RiskWe are subject to inherent risks attributed to operating in a global economy. Our international sales and our operations in foreign countries subject us to risks associated with fluctuating currency values and exchange rates. Because a significant portion of our sales are denominated in U.S. dollars, increases in the value of the U.S. dollar could increase the price of our products so that they become relatively more expensive to customers in a particular country, possibly leading to a reduction in sales and profitability in that country. In addition, we have certain costs that are denominated in foreign currencies and decreases in the value of the U.S. dollar could result in increases in such costs, which could have a material adverse effect on our results of operations.As a result of our international operations, we generate a portion of our net sales and incur a portion of our expenses in currencies other than the U.S. dollar, such as the Japanese yen, Malaysian ringgit and Chinese renminbi. We present our consolidated financial statements in U.S. dollars and remeasure certain assets and liabilities into U.S. dollars at applicable exchange rates. Consequently, increases or decreases in the value of the U.S. dollar may affect the value of these items with respect to our non-U.S. dollar businesses in our consolidated financial statements, even if their value has not changed in their local currency. Our customer pricing and material cost of sales are generally based on U.S. dollars. Accordingly, the impact of currency fluctuations to our consolidated statements of operations is primarily to our other costs of sales (i.e., non-material components) and our operating expenses as those items are typically denominated in local currency. Our consolidated statements of operations are also impacted by foreign currency gains and losses arising from transactions denominated in a currency other than the U.S. dollar. These translations could significantly affect the comparability of our results between financial periods or result in significant changes to the carrying value of our assets and liabilities. As a result, changes in foreign currency exchange rates impact our reported results.Based on our monetary assets and liabilities denominated in foreign currencies as of AugustÂ 30, 2024 and AugustÂ 25, 2023, we estimate that a 10% adverse change in exchange rates versus the U.S. dollar would result in losses recorded in non-operating expense of $2.5 million and $1.6 million, respectively, to revalue these assets and liabilities.64Interest Rate RiskWe are subject to interest rate risk in connection with our variable-rate debt. As of AugustÂ 30, 2024, we had $300.0 million outstanding under the 2027 TLA. In addition, our Amended Credit Agreement provides for borrowings of up to $250.0 million under the 2027 Revolver. Assuming that we would satisfy the financial covenants required to borrow and that the amounts available under the 2027 Revolver were fully drawn, a 1.0% increase in interest rates would result in an increase in annual interest expense and a decrease in our cash flows of $5.5 million per year.As of AugustÂ 30, 2024, we had cash, cash equivalents and short-term investments of $389.5 million. We maintain our cash and cash equivalents in deposit accounts, money market funds with various financial institutions and in short-duration fixed income securities. Due to the short-term nature of these instruments, we believe that we do not have any material exposure to changes in the fair value of these investments as a result of changes in interest rates. Increases or decreases in interest rates would be expected to augment or reduce future interest income by an insignificant amount.65Item 8. Financial Statements and Supplementary DataINDEX TO FINANCIAL STATEMENTSÂ PageÂ Â Consolidated Balance Sheets67Consolidated Statements of Operations68Consolidated Statements of Comprehensive Income (Loss)69Consolidated Statements of Shareholdersâ€™ Equity70Consolidated Statements of Cash Flows71Notes to Consolidated Financial Statements72Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)10666Penguin Solutions, Inc.Consolidated Balance Sheets(In thousands, except par value amount)As ofAugust 30,2024August 25,2023AssetsÂ Â Cash and cash equivalents$383,147Â $365,563Â Short-term investments6,337Â 25,251Â Accounts receivable, net251,743Â 219,247Â Inventories151,213Â 174,977Â Other current assets75,264Â 51,790Â Current assets of discontinued operationsâ€”Â 70,574Â Total current assets867,704Â 907,402Â Property and equipment, net106,548Â 118,734Â Operating lease right-of-use assets60,349Â 68,444Â Intangible assets, net121,454Â 160,185Â Goodwill161,958Â 161,958Â Deferred tax assets85,078Â 74,085Â Other noncurrent assets71,415Â 15,150Â Total assets$1,474,506Â $1,505,958Â Liabilities and EquityAccounts payable and accrued expenses$219,090Â $182,035Â Current debtâ€”Â 35,618Â Deferred revenue63,954Â 48,096Â Acquisition-related contingent considerationâ€”Â 50,000Â Other current liabilities44,552Â 32,731Â Current liabilities of discontinued operationsâ€”Â 77,770Â Total current liabilities327,596Â 426,250Â Long-term debt657,347Â 754,820Â Noncurrent operating lease liabilities60,542Â 66,407Â Other noncurrent liabilities29,813Â 29,248Â Total liabilities1,075,298Â 1,276,725Â Commitments and contingenciesPenguin Solutions shareholdersâ€™ equity:Preferred shares, $0.03 par value; authorized 30,000 shares; none issued or outstandingâ€”Â â€”Â Ordinary shares, $0.03 par value; authorized 200,000 shares; 60,226 shares issued and 53,277 shares outstanding as of AugustÂ 30, 2024; 57,542 shares issued and 51,901 shares outstanding as of AugustÂ 25, 20231,807Â 1,726Â Additional paid-in capital513,335Â 476,703Â Retained earnings29,985Â 82,457Â Treasury shares, 6,949 shares and 5,641 shares held as of AugustÂ 30, 2024 and AugustÂ 25, 2023, respectively(153,756)(132,447)Accumulated other comprehensive income (loss)10Â (205,964)Total Penguin Solutions shareholdersâ€™ equity391,381Â 222,475Â Noncontrolling interest in subsidiary7,827Â 6,758Â Total equity399,208Â 229,233Â Total liabilities and equity$1,474,506Â $1,505,958Â The accompanying notes are an integral part of these consolidated financial statements.67Penguin Solutions, Inc.Consolidated Statements of Operations(In thousands, except per share amounts)Year endedAugust 30,2024August 25,2023August 26,2022Net sales:Products$925,827Â $1,192,890Â $1,247,470Â Services244,969Â 248,360Â 148,406Â Total net sales1,170,796Â 1,441,250Â 1,395,876Â Cost of sales:Products722,634Â 916,005Â 940,516Â Services107,386Â 110,074Â 64,315Â Total cost of sales830,020Â 1,026,079Â 1,004,831Â Gross profit340,776Â 415,171Â 391,045Â Operating expenses:Research and development81,537Â 90,565Â 77,472Â Selling, general and administrative233,880Â 260,722Â 204,839Â Impairment of goodwillâ€”Â 19,092Â â€”Â Change in fair value of contingent considerationâ€”Â 29,000Â 41,324Â Other operating (income) expense7,064Â 7,047Â 234Â Total operating expenses322,481Â 406,426Â 323,869Â Operating income (loss)18,295Â 8,745Â 67,176Â Â Non-operating (income) expense:Interest expense, net28,378Â 36,421Â 24,345Â Other non-operating (income) expense21,084Â 11,837Â 350Â Total non-operating (income) expense49,462Â 48,258Â 24,695Â Income (loss) before taxes(31,167)(39,513)42,481Â Â Income tax provision (benefit)10,618Â (49,203)18,074Â Net income (loss) from continuing operations(41,785)9,690Â 24,407Â Net income (loss) from discontinued operations(8,148)(195,384)44,185Â Net income (loss)(49,933)(185,694)68,592Â Net income attributable to noncontrolling interest2,539Â 1,832Â 2,035Â Net income (loss) attributable to Penguin Solutions$(52,472)$(187,526)$66,557Â Â Basic earnings (loss) per share:Continuing operations(0.85)0.16Â $0.45Â Discontinued operations(0.15)(3.94)0.90Â (1.00)(3.78)$1.35Â Diluted earnings (loss) per share:Continuing operations(0.85)0.15Â $0.41Â Discontinued operations(0.15)(3.80)0.81Â (1.00)(3.65)$1.22Â Shares used in per share calculations:Basic52,428Â 49,566Â 49,467Â Diluted52,428Â 51,322Â 54,443Â The accompanying notes are an integral part of these consolidated financial statements.68Penguin Solutions, Inc.Consolidated Statements of Comprehensive Income (Loss)(In thousands)Year endedAugust 30,2024August 25,2023August 26,2022Net income (loss)$(49,933)$(185,694)$68,592Â Other comprehensive income (loss), net of tax:Cumulative translation adjustment(6,352)15,686Â (40)Cumulative translation adjustment reclassified to net income (loss)212,321Â â€”Â â€”Â Gain (loss) on investments5Â 5Â â€”Â Comprehensive income (loss)156,041Â (170,003)68,552Â Comprehensive income attributable to noncontrolling interest2,539Â 1,832Â 2,035Â Comprehensive income (loss) attributable to Penguin Solutions$153,502Â $(171,835)$66,517Â The accompanying notes are an integral part of these consolidated financial statements.69Penguin Solutions, Inc.Consolidated Statements of Shareholdersâ€™ Equity(In thousands)Â SharesIssuedAmountAdditionalPaid-in CapitalRetainedEarningsTreasurySharesAccumulatedOtherComprehensiveIncome (Loss)Total PenguinSolutionsShareholdersâ€™EquityNon-controllingInterest inSubsidiaryTotalEquityAs of August 27, 202150,138Â $1,504Â $396,120Â $184,787Â $(50,545)$(221,615)$310,251Â $8,673Â $318,924Â Net incomeâ€”Â â€”Â â€”Â 66,557Â â€”Â â€”Â 66,557Â 2,035Â 68,592Â Other comprehensive income (loss)â€”Â â€”Â â€”Â â€”Â (40)(40)â€”Â (40)Shares issued under equity plans2,797Â 84Â 12,056Â â€”Â â€”Â â€”Â 12,140Â â€”Â 12,140Â Repurchase of shares(55)(2)2Â â€”Â (57,231)â€”Â (57,231)â€”Â (57,231)Share-based compensation expenseâ€”Â â€”Â 39,934Â â€”Â â€”Â â€”Â 39,934Â â€”Â 39,934Â Distribution to noncontrolling interestâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (3,773)(3,773)As of August 26, 202252,880Â 1,586Â 448,112Â 251,344Â (107,776)(221,655)371,611Â 6,935Â 378,546Â Net income (loss)â€”Â â€”Â â€”Â (187,526)â€”Â â€”Â (187,526)1,832Â (185,694)Other comprehensive income (loss)â€”Â â€”Â â€”Â â€”Â â€”Â 15,691Â 15,691Â â€”Â 15,691Â Shares issued under equity plans4,662Â 140Â 42,904Â â€”Â â€”Â â€”Â 43,044Â â€”Â 43,044Â Repurchase of sharesâ€”Â â€”Â â€”Â (24,671)â€”Â (24,671)â€”Â (24,671)Purchase of 2029 Capped Callsâ€”Â â€”Â (15,090)â€”Â â€”Â (15,090)â€”Â (15,090)Settlement of 2026 Capped Callsâ€”Â â€”Â 10,786Â â€”Â â€”Â â€”Â 10,786Â â€”Â 10,786Â Share-based compensation expenseâ€”Â â€”Â 40,813Â â€”Â â€”Â â€”Â 40,813Â â€”Â 40,813Â Distribution to noncontrolling interestâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (2,009)(2,009)Adoption of ASU 2020-06â€”Â â€”Â (50,822)18,639Â â€”Â â€”Â (32,183)â€”Â (32,183)As of August 25, 202357,542Â 1,726Â 476,703Â 82,457Â (132,447)(205,964)222,475Â 6,758Â 229,233Â Net income (loss)â€”Â â€”Â â€”Â (52,472)â€”Â â€”Â (52,472)2,539Â (49,933)Other comprehensive income (loss)â€”Â â€”Â â€”Â â€”Â â€”Â 205,974Â 205,974Â â€”Â 205,974Â Shares issued under equity plans2,684Â 81Â 9,728Â â€”Â â€”Â â€”Â 9,809Â â€”Â 9,809Â Repurchase of sharesâ€”Â â€”Â â€”Â (21,309)â€”Â (21,309)â€”Â (21,309)Purchase of 2030 Capped Callsâ€”Â â€”Â (16,300)â€”Â â€”Â â€”Â (16,300)â€”Â (16,300)Share-based compensation expenseâ€”Â â€”Â 43,204Â â€”Â â€”Â â€”Â 43,204Â â€”Â 43,204Â Distribution to noncontrolling interestâ€”Â â€”Â â€”Â â€”Â â€”Â â€”Â (1,470)(1,470)As of August 30, 202460,226Â $1,807Â $513,335Â $29,985Â $(153,756)$10Â $391,381Â $7,827Â $399,208Â The accompanying notes are an integral part of these consolidated financial statements.70Penguin Solutions, Inc.Consolidated Statements of Cash Flows(In thousands)Year EndedAugust 30,2024August 25,2023August 26,2022Cash flows from operating activitiesNet income (loss)$(49,933)$(185,694)$68,592Â Net income (loss) from discontinued operations(8,148)(195,384)44,185Â Net income (loss) from continuing operations(41,785)9,690Â 24,407Â Adjustments to reconcile net income (loss) from continuing operations to net cash provided by operating activities:Depreciation expense and amortization of intangible assets65,716Â 71,632Â 46,665Â Amortization of debt issuance costs3,724Â 4,064Â 10,263Â Share-based compensation expense43,160Â 39,228Â 37,284Â Impairment of goodwillâ€”Â 19,092Â â€”Â Change in fair value of contingent considerationâ€”Â 29,000Â 41,324Â Loss on extinguishment or prepayment of debt22,763Â 15,924Â 653Â Deferred income taxes, net(11,042)(63,603)(20)Other(2,689)4,008Â 582Â Changes in operating assets and liabilities:Accounts receivable(32,495)162,515Â (97,801)Inventories23,765Â 95,217Â 30,733Â Other assets9,098Â 6,767Â (10,321)Accounts payable and accrued expenses and other liabilities54,306Â (256,133)(44,907)Payment of acquisition-related contingent consideration(29,000)(73,724)â€”Â Net cash provided by operating activities from continuing operations105,521Â 63,677Â 38,862Â Net cash provided by (used for) operating activities from discontinued operations(28,336)40,710Â 66,069Â Net cash provided by operating activities77,185Â 104,387Â 104,931Â Â Cash flows from investing activitiesCapital expenditures and deposits on equipment(19,424)(39,421)(20,359)Proceeds from maturities of investment securities39,395Â â€”Â â€”Â Purchases of held-to-maturity investment securities(19,503)(25,015)â€”Â Purchases of non-marketable investments(11,000)(4,150)â€”Â Acquisition of business, net of cash acquiredâ€”Â (213,073)â€”Â Other(1,272)475Â (875)Net cash used for investing activities from continuing operations(11,804)(281,184)(21,234)Net cash provided by (used for) investing activities from discontinued operations119,389Â (17,385)(17,736)Net cash provided by (used for) investing activities107,585Â (298,569)(38,970)Cash flows from financing activitiesRepayments of debt(351,337)(21,634)(126,719)Payments to acquire ordinary shares(21,309)(24,671)(57,231)Payment of acquisition-related contingent consideration(21,000)(28,100)â€”Â Net cash paid for settlement and purchase of capped calls(16,300)(4,304)â€”Â Distribution to noncontrolling interest(1,470)(2,009)(3,773)Proceeds from debt192,694Â 295,287Â 270,775Â Proceeds from issuance of ordinary shares9,809Â 43,045Â 12,140Â Payment of premium in connection with convertible note exchangeâ€”Â (14,141)â€”Â Repayments of borrowings under line of creditâ€”Â â€”Â (109,000)Proceeds from borrowing under line of creditâ€”Â â€”Â 84,000Â Other(582)(6,252)(9,547)Net cash provided by (used for) financing activities from continuing operations(209,495)237,221Â 60,645Â Net cash provided by (used for) financing activities from discontinued operations(606)(805)13,234Â Net cash provided by (used for) financing activities(210,101)236,416Â 73,879Â Â Effect of changes in currency exchange rates(1,256)4,765Â 239Â Net increase (decrease) in cash, cash equivalents and restricted cash(26,587)46,999Â 140,079Â Cash, cash equivalents and restricted cash at beginning of period410,064Â 363,065Â 222,986Â Cash, cash equivalents and restricted cash at end of period$383,477Â $410,064Â $363,065Â Â Cash, cash equivalents and restricted cash at end of period: Continuing operations$383,477Â $365,563Â $313,328Â Discontinued operationsâ€”Â 44,501Â 49,737Â $383,477Â $410,064Â $363,065Â The accompanying notes are an integral part of these consolidated financial statements.71Penguin Solutions, Inc.Notes to Consolidated Financial Statements(Tabular amounts in thousands, except per share amounts)Significant Accounting PoliciesBasis of PresentationThe accompanying consolidated financial statements include the accounts of Penguin Solutions, Inc. (â€œPenguin Solutions,â€ â€œwe,â€ â€œus,â€ â€œour,â€ the â€œCompanyâ€ or similar terms) and its consolidated subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America. Intercompany balances and transactions have been eliminated in consolidation.Company Name Change: On October 15, 2024, we changed our name from SMART Global Holdings, Inc. to Penguin Solutions, Inc. The change reflects our focus on key areas such as artificial intelligence infrastructure deployment, advanced memory enterprise solutions and high-performance computing.Presentation of SMART Brazil as Discontinued Operations: On June 13, 2023, we entered into an agreement to divest of an 81% interest in SMART Modular Technologies do Brasil â€“ IndÃºstria e ComÃ©rcio de Componentes Ltda. (â€œSMART Brazilâ€). We

concluded that, as of AugustÂ 25, 2023, (i) the net assets of SMART Brazil met the criteria for classification as held for sale and (ii) the proposed sale represented a strategic shift that was expected to have a major effect on our operations and financial results. On NovemberÂ 29, 2023, we completed the divestiture. The balance sheets, results of operations and cash flows of SMART Brazil have been presented as discontinued operations for all periods presented. SMART Brazil was previously included within our Integrated Memory segment. See â€œDivestiture of SMART Brazil.â€Unless otherwise noted, amounts and discussion within these notes to the consolidated financial statements relate to our continuing operations.Reclassifications: Certain reclassifications have been made to prior period amounts to conform to current period presentation.Fiscal Year: Our fiscal year is the 52- or 53-week period ending on the last Friday in August. Fiscal years 2024, 2023 and 2022 contained 53, 52 and 52 weeks, respectively. All period references are to our fiscal periods unless otherwise indicated.Financial information for our subsidiaries in Brazil was included in our consolidated financial statements on a one-month lag because their fiscal years ended on July 31 of each year. In connection with the completion of the divestiture of an 81% interest in SMART Brazil, we ceased consolidating the operations of SMART Brazil in our financial statements as of the November 29, 2023 disposal date. As a result, financial information for the first quarter of 2024 included the four-month period for our SMART Brazil operations from August 1, 2023 to November 29, 2023.Cash, Cash Equivalents and Short-term InvestmentsCash equivalents include highly liquid investments, readily convertible to known amounts of cash, with original maturities of three months or less. Investments with original maturities of greater than three months and remaining maturities of less than one year are classified as short-term investments.Cash paid for interest, net of amounts capitalized, was $47.7 million, $41.8 million and $12.8 million for 2024, 2023 and 2022, respectively. Income taxes paid, net of refunds, were $13.1 million, $35.5 million and $13.8 million for 2024, 2023 and 2022, respectively.72Derivative InstrumentsWe use derivative instruments to manage our exposure to changes in currency exchange rates from certain monetary assets and liabilities denominated in currencies other than the U.S. dollar. Derivative instruments are measured at their fair values and recognized as either assets or liabilities. The accounting for changes in the fair value of derivative instruments is based on the intended use of the derivative and the resulting designation. For derivative instruments that are not designated for hedge accounting, gains or losses from changes in fair values are recognized in other non-operating (income) expense. We do not use foreign currency contracts for speculative or trading purposes.Fair Value MeasurementsWe measure and report certain financial assets and liabilities at fair value, which is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. U.S. GAAP has established a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that can be obtained from independent sources and can be validated by a third party, whereas unobservable inputs reflect assumptions regarding what a third party might use in pricing an asset or liability. The fair value hierarchy is categorized into three levels, based on the reliability of inputs, as follows:â€¢Level 1 â€“ Valuations based on quoted prices in active markets for identical assets or liabilities;â€¢Level 2 â€“ Valuations based on inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; andâ€¢Level 3 â€“ Valuations based on unobservable inputs for the asset or liability.Functional CurrencyThe functional currency for all of our operations is the U.S. dollar. Monetary balances recorded in currencies other than the U.S. dollar are remeasured into U.S. dollars at prevailing exchange rates in effect as of the end of each reporting period. Gains or losses resulting from the remeasurement of monetary balances are recognized in other non-operating (income) expense.GoodwillWe test goodwill for impairment in the fourth quarter of each year, or more frequently if indicators of an impairment exist, to determine whether it is more likely than not that the fair value of a reporting unit with goodwill is less than its carrying value. Qualitative factors considered in this assessment include industry and market considerations, overall financial performance and other relevant events and factors affecting the fair value of a reporting unit. In 2023, we recorded aggregate goodwill impairment charges of $19.1 million. Other than this impairment charge in 2023, there has been no impairment of goodwill for any of our current reporting units. See â€œIntangible Assets and Goodwill.â€Income TaxesWe recognize current and deferred income taxes based on reported income before income taxes. Deferred income taxes reflect the effect of temporary differences and carryforwards recognized for financial reporting and income tax purposes. Deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases, utilizing tax rates that are expected to apply in the years in which temporary differences are expected to be recovered or settled. We recognize valuation allowances to reduce deferred tax assets to the amounts that we estimate, based on available evidence and management judgment, will more likely than not be realized. We record a valuation allowance in the period the determination is made that all or part of the net deferred tax assets will not be realized. We record interest and penalties related to unrecognized tax benefits in tax expense.73Intangible AssetsIntangible assets are stated at cost and amortized on a straight-line basis over their estimated useful lives of generally 5 to 19 years for technology, 6 to 8 years for customer relationships and 5 to 10 years for trademarks/trade names. Intangible assets are retired in the period they become fully amortized.We review the carrying value of identified intangible assets for impairment when events and circumstances indicate that their carrying value may not be recoverable from the estimated future cash flows expected to result from their use and/or disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to the amount by which the carrying value exceeds the estimated fair value of the identifiable intangible assets.InventoriesInventories are stated at the lower of cost or net realizable value. In our Optimized LED segment, cost is determined on a first-in, first-out basis. For our other segments, inventory value is determined on a specific identification basis for material and an allocation of labor and manufacturing overhead. At each balance sheet date, we evaluate ending inventories for excess quantities and obsolescence, including analyses of sales levels by product family, historical demand and forecasted demand in relation to inventory on hand, competitiveness of product offerings, market conditions and product life cycles.LeasesWe have operating leases through which we acquire or utilize facilities, offices and equipment in our manufacturing operations, research and development activities and selling, general and administrative functions. In determining the lease term, we assess whether it is reasonably certain we will exercise options to renew or terminate a lease and when or whether we would exercise an option to purchase the right-of-use asset. Measuring the present value of the initial lease liability requires exercising judgment to determine the discount rate, which we base on interest rates for similar borrowings issued by entities with credit ratings similar to ours.We recognize right-of use assets and corresponding lease liabilities for leases with an initial term of more than 12 months and do not separate lease and non-lease components. Recognized leases are included in operating lease right-of-use assets and corresponding lease liabilities are included in other current liabilities or noncurrent operating lease liabilities. For operating leases of buildings, we account for non-lease components, such as common area maintenance, as a component of the lease and include the components in the initial measurement of our right-of-use assets and corresponding liabilities. Operating lease assets are amortized on a straight-line basis over the lease term.Property and EquipmentProperty and equipment is stated at cost and depreciated using the straight-line method over estimated useful lives of generally 2 to 8 years for equipment, 5 to 40 years for buildings and building improvements and 2 to 5 years for furniture, fixtures and software. Land leases are amortized using the straight-line method over their lease terms, which expire from 2057 to 2082.We review the carrying value of property and equipment for impairment when events and circumstances indicate that the carrying value of an asset or group of assets may not be recoverable from the estimated future cash flows expected to result from its use and/or disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to the amount by which the carrying value exceeds the estimated fair value of the assets.Research and DevelopmentResearch and development expenditures are expensed in the period incurred.Revenue RecognitionWe recognize revenue based on the transfer of control of goods and services and apply the following five-step approach: (1) identification of a contract with a customer, (2) identification of the performance obligations in the 74contract, (3) determination of the transaction price, (4) allocation of the transaction price to the performance obligations in the contract and (5) recognition of revenue as performance obligations are satisfied.Product Revenue: Product revenue is generally recognized when control of the promised goods is transferred to customers. Contracts with customers are generally short-term in duration at fixed, negotiated prices with payment generally due shortly after delivery. We estimate a liability for returns using the expected value method based on historical rates of return. In addition, we generally offer price protection to our distributors, which is a form of variable consideration that decreases the transaction price. We use the expected value method, based on historical price adjustments and current pricing trends, to estimate the amount of revenue recognized from sales to distributors. Differences between the estimated and actual amounts are recognized as adjustments to revenue.Noncancellable, nonrefundable customized product sales are recognized over time on a cost incurred basis. In connection with these arrangements, customers obtain control and benefit from products as they are completed. The terms for these arrangements provide us with a legally enforceable right to receive payment, including a reasonable profit margin, upon customer cancellation for performance completed to date. Accordingly, we recognize revenue over time as we complete the manufacture of these products.A portion of our revenue is derived from the sale of customized products. In certain cases, we recognize revenue when control of the underlying assets passes to the customer when the customer is able to direct the use of, and obtain substantially all of the remaining benefit from, the assets; the customer has the significant risks and rewards associated with ownership of the assets; and we have a present right to payment. Under the terms of these arrangements, we cannot repurpose products without the customerâ€™s consent and accordingly, we recognize revenue at the point in time when products are completed and made available to the customer.Service Revenue: Our service revenue is derived from professional services and supply chain services. Professional services include solution design, system installation, software automation and managed support services related to high-performance computing (â€œHPCâ€) and storage systems. Supply chain services includes procurement, logistics, inventory management, temporary warehousing, kitting and packaging. While we take title to inventory under such arrangements, control of such inventory does not transfer to us as we do not, at any point, have the ability to direct the use, and thereby obtain the benefits, of the inventory. Service revenue also includes extended warranty, on-site services and subscriptions to our HPC environment.Agent Services: We provide certain services on an agent basis, whereby we procure product, materials and services on behalf of our customers and then resell such product, materials or services to our customers. Gross amounts invoiced to customers in connection with these agent services include amounts related to the services performed by us in addition to the cost of the product, materials and services procured. However, only the amount related to the agent component is recognized as revenue in our results of operations. We generally recognize revenue for these procurement, logistics and inventory management services upon the completion and/or acceptance of such services, which typically occurs at the time of shipment of product to the customer. Amounts we invoice to customers for the cost of product, materials and services performed, which remain unpaid as of the end of a reporting period, are included in accounts receivable. Additionally, the cost of product and materials procured for customers under these agent services, which remain on hand as of the end of a reporting period, are included in inventories. Amounts in accounts receivable and inventories impact the determination of cash flows from operating activities.Transaction Price: The transaction price is determined based on the consideration to which we will be entitled in exchange for transferring goods or services to the customer. We allocate the transaction price to each distinct product and service based on its relative standalone selling price. The standalone selling price for products primarily involves the cost to produce the deliverable plus the anticipated margin and for services is estimated based on our approved list price.A portion of our service revenue is from professional services, including installation and other services and hardware and software related support. Each contract may contain multiple performance obligations, which requires the transaction price to be allocated to each performance obligation. We allocate the consideration to each performance obligation based on the relative selling price, determined as the best estimate of the price at which we would transact if it sold the deliverable regularly on a stand-alone basis.Contract Costs: As a practical expedient, we recognize the incremental costs of obtaining a contract, specifically commission expenses, that have an amortization period of less than 12 months as an expense when incurred. Additionally, we account for shipping and handling costs, if any, that occur after control transfers to the customer 75as a fulfillment activity. We record shipping and handling costs related to revenue transactions within cost of sales as a period cost.Share-Based CompensationShare-based compensation is measured at the grant date, based on the fair value of the award, and recognized as expense under the straight-line attribution method over the requisite service period. We account for forfeitures as they occur.Treasury SharesTreasury shares are carried at cost. When treasury shares are retired, any excess of the repurchase price paid over par value is allocated between additional capital and retained earnings.Use of EstimatesThe preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America requires that we make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures. Estimates and judgments are based on historical experience, forecasted events and various other assumptions. Significant items subject to such estimates and assumptions include business acquisitions and divestitures, income taxes, inventories, goodwill and intangible assets, property and equipment, revenue recognition and share-based compensation. Actual results could differ from the estimates made by management.Preferred Share InvestmentOn July 14, 2024, we entered into a Securities Purchase Agreement (the â€œSKT Purchase Agreementâ€) with SK Telecom Co., Ltd. (â€œSKâ€). Pursuant to the SKT Purchase Agreement, we agreed to sell to SK 200,000 convertible preferred shares, par value $0.03 per share, of Penguin Solutions (the â€œCPSâ€), at a price of $1,000 per share or an aggregate price of $200 million (the â€œInvestmentâ€). The CPS will have an initial liquidation preference of 1x and will only be redeemable at our option. The CPS will vote together with the ordinary shares, par value $0.03 per share, of Penguin Solutions, on an as-converted basis, and entitle the holder to receive dividends of six percent per annum, cumulative, and payable quarterly in-kind or in cash at Penguin Solutionsâ€™ option, subject to certain conditions.The holder of the CPS may convert such holderâ€™s CPS into ordinary shares at any time, provided that the CPS may, at our option, automatically be converted into ordinary shares on any date following the second anniversary of the closing of the Investment upon which the volume-weighted average price of the ordinary shares for any 15 consecutive trading day period equals or exceeds 150% of the then-applicable conversion price. The CPS will be convertible into ordinary shares at a conversion price of $32.81 per preferred share, subject to adjustment upon the occurrence of certain events. Holders of the CPS are also entitled to certain protective provisions.The SKT Purchase Agreement contains customary representations, warranties, covenants and conditions to the closing, including receipt of all approvals or the termination or expiration of all waiting periods required under applicable antitrust laws. The SKT Purchase Agreement may be terminated by either Penguin Solutions or SK if the closing has not occurred by April 14, 2025, subject to extension to July 14, 2025 in the event certain approvals have not been obtained. The Investment is expected to close by the end of calendar 2024 or early in calendar 2025.On the date of closing of the Investment, we and an affiliate of SK will enter into an Investor Agreement and the Certificate of Designation relating to the CPS (the â€œCertificate of Designationâ€) will become effective. The Investor Agreement and the Certificate of Designation provide for certain rights and restrictions relating to the Investment.Divestiture of SMART BrazilOverview of TransactionOn NovemberÂ 29, 2023, we completed the divestiture of SMART Brazil pursuant to the terms of that certain Stock Purchase Agreement (the â€œBrazil Purchase Agreementâ€), by and among SMART Modular Technologies (LX) S.Ã 76r.l., a sociÃ©tÃ© Ã responsabilitÃ© limitÃ©e governed by the laws of Grand Duchy of Luxembourg and a wholly owned subsidiary of Penguin Solutions (the â€œBrazil Sellerâ€), Lexar Europe B.V., a company organized under the laws of The Netherlands (the â€œBrazil Purchaserâ€), Shenzhen Longsys Electronics Co., Ltd., a company limited by shares governed by the laws of the Peopleâ€™s Republic of China (â€œLongsysâ€), solely with respect to certain provisions therein, Shanghai Intelligent Memory Semiconductor Co., Ltd., a limited liability company governed by the laws of the Peopleâ€™s Republic of China and, solely with respect to certain provisions therein, Penguin Solutions.Pursuant to the Brazil Purchase Agreement, Brazil Seller sold to Brazil Purchaser, and Brazil Purchaser purchased from Brazil Seller, 81% of Brazil Sellerâ€™s right, title and interest in and to the outstanding quotas of SMART Brazil, with Brazil Seller retaining a 19% interest in SMART Brazil (the â€œRetained Interestâ€) (the â€œBrazil Divestitureâ€).At the closing of the Brazil Divestiture, Brazil Purchaser paid to Brazil Seller (based on a total enterprise value of $204.6 million for SMART Brazil) an upfront cash purchase price, subject to certain customary adjustments as set forth in the Brazil Purchase Agreement. In addition, pursuant to the Brazil Purchase Agreement, Brazil Seller has a right to receive, and Brazil Purchaser is obligated to pay, (i) a deferred payment due 18 months following the closing and (ii) subject to and at the time of exercise of the Put/Call Option (as defined below), an additional deferred cash adjustment equal to 19% of the amount of SMART Brazilâ€™s net cash as of the closing (as calculated pursuant to the Brazil Purchase Agreement).Put/Call Option: Pursuant to the Brazil Purchase Agreement, at the closing, SMART Brazil, Brazil Seller, Brazil Purchaser and Longsys entered into a Quotaholders Agreement, which provides Brazil Seller with a put option to sell the Retained Interest in SMART Brazil to Brazil Purchaser (the â€œPut Optionâ€) during three exercise windows following SMART Brazilâ€™s fiscal years ending December 31, 2026, December 31, 2027 or December 31, 2028 (the â€œExercise Windowsâ€), with such Exercise Windows beginning on June 15, 2027 and ending on July 15, 2027, beginning on June 15, 2028 and ending on July 15, 2028 and beginning on June 15, 2029 and ending on July 15, 2029, respectively. A call option has also been granted to Brazil Purchaser to require Brazil Seller to sell the Retained Interest to Brazil Purchaser during the Exercise Windows (together with the Put Option, the â€œPut/Call Optionâ€). The price for the Put/Call Option is based on a 100% enterprise value of 7.5x net income for SMART Brazil for the preceding fiscal year at the time of exercise.Consideration: The following is a summary of

total consideration in exchange for the sale of an 81% interest in SMART Brazil:Cash received at closing (1)$164,487Â Post-closing adjustment for net cash and net working capital (2)451Â Deferred payment (3)25,433Â Deferred cash adjustment (4)3,721Â Total consideration$194,092Â (1)Included $26.8 million of cash received at closing for an estimated amount of net cash and an estimated net working capital amount (in excess of a minimum target amount) as of the closing.(2)Represented the post-closing adjustment for net cash and net working capital, which was received in the third quarter of 2024 upon completion of the review of the final net cash and final working capital amounts.(3)Represented the fair value of the deferred payment, comprised of a notional amount of $28.4 million, discounted at 7.5% and due May 2025. The deferred payment was included in other current assets in the accompanying consolidated balance sheet as of AugustÂ 30, 2024 and in other noncurrent assets as of AugustÂ 25, 2023.(4)Represented the fair value of the deferred cash adjustment, comprised of a notional amount of $4.8 million, discounted at 7.5%, equal to 19% of the amount of SMART Brazilâ€™s net cash as of the closing (as calculated pursuant to the Brazil Purchase Agreement). The deferred cash adjustment, which is accounted for as a derivative financial instrument, is due at the time of exercise of the Put/Call Option and was included in other noncurrent assets in the accompanying consolidated balance sheet as of AugustÂ 30, 2024.Presentation of SMART Brazil OperationsAs of AugustÂ 25, 2023, we concluded that the net assets of SMART Brazil met the criteria for classification as held for sale. In addition, the divestiture of SMART Brazil was expected to have a major effect on our operations and financial results. As a result, we have presented the results of operations, cash flows and financial position of SMART Brazil as discontinued operations in the accompanying consolidated financial statements and notes for all periods presented.77A disposal group classified as held for sale is measured at the lower of its carrying amount or fair value less costs to sell. Accordingly, we evaluated the carrying value of the net assets of SMART Brazil (including $206.3 million recognized within shareholdersâ€™ equity related to the cumulative translation adjustment from SMART Brazil), estimated costs to sell and expected proceeds and concluded the net assets were impaired as of AugustÂ 25, 2023. As a result, we recognized an impairment charge of $153.0 million in the fourth quarter of 2023 to write down the carrying value of the net assets of SMART Brazil. In addition, we concluded that the outside basis of SMART Brazil inclusive of any withholding taxes should be recognized upon the classification as held for sale as of AugustÂ 25, 2023. Accordingly, we recognized withholding taxes on the expected capital gain and deferred tax liabilities of $28.6 million in 2023.Assets and liabilities of SMART Brazil as of the NovemberÂ 29, 2023 disposal date and as of AugustÂ 25, 2023 were as follows:As ofNovember 29,2023August 25,2023Cash and cash equivalents$40,927Â $44,501Â Accounts receivable, net16,482Â 17,055Â Inventories26,103Â 25,877Â Other current assets17,800Â 17,732Â Total current assets101,312Â 105,165Â Property and equipment, net66,870Â 58,321Â Operating lease right-of-use assets6,912Â 5,213Â Goodwill19,856Â 20,668Â Other noncurrent assets27,490Â 34,243Â Total assets222,440Â 223,610Â Impairment of SMART Brazil assets(153,036)(153,036)Total assets, net of impairment69,404Â 70,574Â Accounts payable and accrued expenses20,576Â 25,867Â Current debt3,872Â 4,006Â Other current liabilities1,023Â 1,030Â Total current liabilities25,471Â 30,903Â Long-term debt11,938Â 13,689Â Noncurrent operating lease liabilities5,686Â 4,614Â Noncurrent deferred tax liabilities28,564Â 28,564Â Other noncurrent liabilities93Â â€”Â Total liabilities71,752Â 77,770Â Net assets (liabilities) of discontinued operations$(2,348)$(7,196)Reported as:Current assets of discontinued operations$70,574Â Current liabilities of discontinued operations77,770Â Net assets (liabilities) of discontinued operations$(7,196)78The following table presents the results of operations for SMART Brazil:Year endedAugust 30,2024August 25,2023August 26,2022Net sales$55,159Â $185,377Â $423,476Â Cost of sales50,560Â 184,016Â 361,301Â Gross profit4,599Â 1,361Â 62,175Â Operating expenses:Research and development157Â 5,887Â (116)Selling, general and administrative5,421Â 12,509Â 14,958Â Other operating (income) expense64Â 657Â â€”Â Total operating expenses5,642Â 19,053Â 14,842Â Operating income (loss)(1,043)(17,692)47,333Â Â Non-operating (income) expense:Loss from divestiture of 81% interest in SMART Brazil10,888Â 153,036Â â€”Â Interest (income) expense, net(1,262)(4,174)(3,176)Other non-operating (income) expense138Â 996Â 4,487Â Total non-operating (income) expense9,764Â 149,858Â 1,311Â Income (loss) before taxes(10,807)(167,550)46,022Â Income tax provision (benefit)(2,659)27,834Â 1,837Â Net income (loss) from discontinued operations$(8,148)$(195,384)$44,185Â Loss from Divestiture of SMART BrazilThe following table presents the calculation of the loss from the divestiture of an 81% interest in SMART Brazil:Proceeds, less costs to sell and other expenses:Consideration$194,092Â Costs to sell and other expenses(4,150)189,942Â Basis in 81% interest in SMART Brazil:Net assets of SMART Brazil145,194Â Cumulative translation adjustment (1)212,397Â 357,591Â Gain on revalue of 19% Retained Interest in SMART Brazil (2)3,725Â Pre-tax loss on divestiture of 81% interest in SMART Brazil163,924Â Income tax provision26,580Â Loss on divestiture of 81% interest in SMART Brazil$190,504Â (1)The sale of an 81% interest in SMART Brazil resulted in the de-consolidation of SMART Brazil and, accordingly, the release of the related cumulative translation adjustment. Included in the basis calculation above is the balance of cumulative translation adjustment for SMART Brazil as of the closing. The release of the cumulative translation adjustment is included in net income (loss) from discontinued operations in the accompanying consolidated statement of operations.(2)In connection with the transaction, we revalued our 19% Retained Interest in SMART Brazil based on the implied value for 100% of SMART Brazil, adjusted for lack of control premium. As of AugustÂ 30, 2024, the carrying value of our remaining 19% interest in SMART Brazil was $37.8 million and was included in other noncurrent assets in the accompanying consolidated balance sheet as a non-marketable equity investment as of AugustÂ 30, 2024.79Recognition Periods: The loss from the divestiture of an 81% interest in SMART Brazil was recognized as follows:Three Months EndedDecember 1,2023August 25,2023TotalPre-tax loss on divestiture of 81% interest in SMART Brazil$10,888Â $153,036Â $163,924Â Income tax provision (benefit)(1,984)28,564Â 26,580Â Loss on divestiture of 81% interest in SMART Brazil$8,904Â $181,600Â $190,504Â Recently Adopted Accounting StandardsIn August 2020, the Financial Accounting Standards Board (â€œFASBâ€) issued Accounting Standards Update (â€œASUâ€) 2020-06 â€“ Debt â€“ Debt with Conversion and Other Options and Derivatives and Hedging â€“ Contracts in Entityâ€™s Own Equity: Accounting for Convertible Instruments and Contracts in an Entityâ€™s Own Equity, which simplifies the accounting for convertible debt instruments by reducing the number of accounting models and the number of embedded conversion features that could be recognized separately from the primary contract. This ASU requires a convertible debt instrument to be accounted for as a single liability measured at its amortized cost, as long as no other features require bifurcation and recognition as derivatives, and requires an entity to use the if-converted method in the diluted earnings per share calculation for convertible instruments. This ASU was effective for us in the first quarter of 2023 and permitted the use of either the modified retrospective or fully retrospective method of transition.We adopted ASU 2020-06 in the first quarter of 2023 under the modified retrospective method. Upon adoption, the previously separated equity component and associated issuance costs for our 2.25% convertible senior notes due 2026 were reclassified from additional capital to long-term debt, thereby eliminating future amortization of the debt issuance costs as interest expense. Amortization of the debt issuance costs as interest expense was $8.1 million in 2022. The following table summarizes the effects of adopting ASU 2020-06:EndingBalance as of AugustÂ 26,2022Adoption of ASU 2020-06Beginning Balance as of AugustÂ 27,2022Long-term debt$575,682Â $32,183Â $607,865Â Additional paid-in-capital448,112Â (50,822)397,290Â Retained earnings251,344Â 18,639Â 269,983Â On August 26, 2022, we made an irrevocable election, effective August 27, 2022, under the indenture to require the principal portion of our 2026 Notes to be settled in cash and any conversion consideration in excess of the principal portion in cash and/or ordinary shares at our option upon conversion. As a result, only the amounts expected to be settled in excess of the principal portion are considered in calculating diluted earnings per share under the if-converted method. See â€œDebt â€“ Convertible Senior Notes â€“ 2026 Notes.â€Recently Issued Accounting StandardsIn December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The amendments in this ASU are intended to increase transparency through improvements to annual disclosures primarily related to income tax rate reconciliation and income taxes paid. The amendments in this ASU are effective for us in 2026 for annual reporting, with early adoption permitted. The ASU may be applied on a prospective basis, although retrospective application is permitted. We are evaluating the timing and effects of this ASU on our income tax disclosures.In November 2023, the FASB issued ASU 2023-07 â€“ Segment Reporting (Topic 280): Improvements to Segment Reporting Disclosures, which will require an entity to provide more detailed information about its reportable segment expenses that are included within managementâ€™s measurement of profit and loss and will require certain annual disclosures to be provided on an interim basis. The amendments in this ASU are effective for us in 2025 for annual reporting and in 2026 for interim reporting and are required to be applied using the full retrospective method of transition. We are evaluating the effects of adoption of this ASU on our segment disclosures.80Business AcquisitionsStratus TechnologiesOn AugustÂ 29, 2022 (the â€œStratus Acquisition Dateâ€), we completed the acquisition of Storm Private Holdings I Ltd., a Cayman Islands exempted company (â€œStratus Holding Companyâ€ and together with its subsidiaries, â€œStratus Technologiesâ€), pursuant to the terms of that certain Share Purchase Agreement (the â€œStratus Purchase Agreementâ€), dated as of June 28, 2022, by and among Penguin Solutions, Stratus Holding Company and Storm Private Investments LP, a Cayman Islands exempted limited partnership (the â€œStratus Sellerâ€). Pursuant to the Stratus Purchase Agreement, among other matters, the Stratus Seller sold to Penguin Solutions, and Penguin Solutions purchased from the Stratus Seller, all of the Stratus Sellerâ€™s right, title and interest in and to the outstanding equity securities of Stratus Holding Company.Stratus Technologies is a global leader in simplified, protected and autonomous computing platforms and services in the data center and at the edge. For more than 40 years, Stratus Technologies has provided high-availability, fault-tolerant computing to Fortune 500 companies and small-to-medium sized businesses enabling them to securely and remotely run critical applications with minimal downtime. Stratus Technologies operates as part of Penguin Solutionsâ€™ Advanced Computing segment. The acquisition of Stratus Technologies further enhances Penguin Solutionsâ€™ growth and diversification strategy and complements and expands Penguin Solutionsâ€™ Advanced Computing business in data center and edge environments.Purchase Price: At the closing of the transaction, we paid the Stratus Seller a cash purchase price of $225.0 million, subject to certain adjustments. In addition, the Stratus Seller had the right to receive, and we were obligated to pay, contingent consideration of up to $50.0 million (the â€œStratus Earnoutâ€) based on the gross profit performance of Stratus Technologies during the first full 12 fiscal months following the closing of the acquisition. In the second quarter of 2024, we paid in full $50.0 million related to the Stratus Earnout.Cash paid was utilized, in part, to settle the outstanding debt of Stratus Technologies as of the closing of the transaction and was recognized as a component of consideration transferred. As a result, the assets acquired and liabilities assumed do not include an assumed liability for the outstanding debt of Stratus Technologies. The purchase price for Stratus Technologies was as follows:Cash$225,000Â Additional payment for net working capital adjustment (1)17,246Â Fair value of Stratus Earnout20,800Â $263,046Â (1)Includes $14.4 million paid at closing and $2.8 million paid in the second quarter of 2023 upon completion of the review of the working capital assets acquired and liabilities assumed.Contingent Consideration: The Stratus Earnout was accounted for as contingent consideration. As of the Stratus Acquisition Date, the fair value of the Stratus Earnout was estimated to be $20.8 million and was valued using a Monte Carlo simulation analysis in a risk-neutral framework with assumptions for volatility, market price of risk adjustment, risk-free rate and cost of debt. The fair value measurement was based on significant inputs, not observable in the market, including forecasted gross profit, comparable company volatility, discount rate and cost of debt. The fair value of the Stratus Earnout was estimated based on the Companyâ€™s evaluation of the probability and amount of the Stratus Earnout to be achieved based on the expected gross profit of Stratus Technologies, using an estimated gross profit volatility of 33.4% and a discount rate of 7.3% as of the Stratus Acquisition Date.81Valuation: We estimated the fair value of the assets and liabilities of Stratus Technologies as of the Stratus Acquisition Date. The purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed as follows:Cash and cash equivalents$29,174Â Accounts receivable26,685Â Inventories10,890Â Other current assets6,536Â Property and equipment7,292Â Operating lease right-of-use assets9,216Â Intangible assets123,700Â Goodwill125,929Â Other noncurrent assets11,661Â Accounts payable and accrued expenses(32,656)Other current liabilities(36,723)Noncurrent operating lease liabilities(7,067)Other noncurrent liabilities(11,591)Total net assets acquired$263,046Â The goodwill arising from the acquisition of Stratus Technologies was assigned to our Advanced Computing segment. None of the goodwill recognized is deductible for income tax purposes.The fair values and useful lives of identifiable intangible assets were as follows:AmountEstimateduseful life(in years)Technology$82,000Â 5Customer relationships27,800Â 8Trademarks/trade names10,000Â 9In-process research and development3,900Â N/A$123,700Â â€¢Technology intangible assets were valued using the multi-period excess earnings method based on the discounted cash flow and technology obsolescence rate. Discounted cash flow requires the use of significant unobservable inputs, including projected revenue, expenses, capital expenditures and other costs, and discount rates calculated based on the cost of equity adjusted for various risks, including the size of the acquiree, industry risk and other risk factors.â€¢Customer relationship intangible assets were valued using the multi-period excess earnings method, which is the present value of the projected cash flows that are expected to be generated by the existing intangible assets after reduction by an estimated fair rate of return on contributory assets required to generate the customer relationship revenues. Key assumptions included discounted cash flow, estimated life cycle and customer attrition rates.â€¢Trademark/trade name intangible assets were valued using the relief from royalty method, which is the discounted cash flow savings accruing to the owner by virtue of the fact that the owner is not required to license the trademarks/trade names from a third party. Key assumptions included attributable revenue expected from the trademarks/trade names, royalty rates and assumed asset life.â€¢In-process research and development (â€œIPR&Dâ€) relates to next generation fault tolerant architecture. IPR&D is indefinite-lived and will be reviewed for impairment at least annually. IPR&D was valued based on discounted cash flow, which requires the use of significant unobservable inputs, including projected revenue, expenses, capital expenditures and other costs. Amortization of this technology over an estimated useful life of 10 years commenced in the second quarter of 2024 upon completion of research and development efforts.82LED BusinessOn MarchÂ 1, 2021, we completed the acquisition of the Optimized LED business of Cree, Inc., a corporation now known as Wolfspeed, Inc. (â€œCreeâ€). The purchase price for the Optimized LED business consisted of cash payments of $72.4 million, the issuance of an unsecured promissory note issued in the amount of $125.0 million (the â€œLED Purchase Price Noteâ€) and the potential for Cree to receive an earn-out payment of up to $125.0 million based on the revenue and gross profit performance of the Optimized LED business in the 12-month period ended in March 2022, with a minimum payout of $2.5 million, payable in the form of an unsecured promissory note to be issued by us (the â€œLED Earnout Noteâ€).The LED Earnout Note was accounted for as contingent consideration and was revalued each quarter with changes in valuation reflected in results of operations. In 2022, we recorded aggregate charges of $41.3 million to adjust the value of the LED Earnout Note to its fair value. The changes in fair value reflected new information about the probability and timing of meeting the conditions of the revenue and gross profit targets of the LED business. Based on the revenue and gross profit performance of the LED business in Creeâ€™s first four full fiscal quarters following the closing, the final calculated value of the contingent consideration was $101.8 million and, in the fourth quarter of 2022, we issued the LED Earnout Note to Cree for this amount. In the first quarter of 2023, we repaid in full the amount outstanding under the LED Earnout Note.Cash and InvestmentsAs of AugustÂ 30, 2024 and AugustÂ 25, 2023, all of our debt securities, the fair values of which approximated their carrying values, were classified as held to maturity. As of AugustÂ 30, 2024, restricted cash, which is included in other noncurrent assets, was $0.3 million. Cash, cash equivalents and short-term investments were as follows:Â August 30, 2024August 25, 2023As ofCash and Cash EquivalentsShort-term InvestmentsCash and Cash EquivalentsShort-term InvestmentsCash$354,037Â $â€”Â $321,937Â $â€”Â Level 1:Money market funds29,110Â â€”Â 43,626Â â€”Â U.S. Treasury securitiesâ€”Â 6,337Â â€”Â 25,251Â Â $383,147Â $6,337Â $365,563Â $25,251Â Non-marketable Equity InvestmentsAs of AugustÂ 30, 2024 and AugustÂ 25, 2023, other noncurrent assets included $53.0 million and $4.2 million, respectively, of non-marketable equity investments, which are accounted for under the measurement alternative at cost less impairment, if any. In the event an observable price change occurs in an orderly transaction for an identical or a similar investment, the carrying value of investments would be remeasured to fair value as of the date the observable transaction occurred, with any resulting gains or losses recorded in results of operations.Accounts ReceivableIn the third quarter of 2023, we entered into a trade accounts receivable sale program with a third-party financial institution to sell certain of our trade accounts receivable on a non-recourse basis pursuant to a factoring arrangement. This program allows us to sell certain of our trade accounts receivables up to $60.0 million. As of AugustÂ 30, 2024, there have been no trade accounts receivable sold under this program.83InventoriesAs ofAugust 30,2024August 25,2023Raw materials$75,514Â $90,085Â Work in process18,742Â 24,485Â Finished goods56,957Â 60,407Â Â $151,213Â $174,977Â As of AugustÂ 30, 2024 and AugustÂ 25, 2023, 14% and 8%, respectively, of total inventories were owned and held under our logistics services program.Property and EquipmentAs ofAugust 30,2024August 25,2023Equipment$89,848Â $86,429Â Buildings and building improvements70,462Â 69,325Â Furniture, fixtures and software48,027Â 44,121Â Land16,126Â 16,126Â 224,463Â 216,001Â Accumulated depreciation(117,915)(97,267)Â $106,548Â $118,734Â Depreciation expense for property and equipment was $25.7 million, $26.5 million and $22.9 million in 2024, 2023 and 2022, respectively.Intangible Assets and GoodwillÂ AugustÂ 30, 2024AugustÂ 25, 2023As ofGrossAmountAccumulatedAmortizationGrossAmountAccumulatedAmortizationIntangible assets:Â Â Â Â Technology$142,539Â $(58,948)$141,201Â $(34,569)Customer relationships72,500Â (45,556)72,500Â (33,990)Trademarks/trade names27,964Â (17,045)28,300Â (13,257)Â $243,003Â $(121,549)$242,001Â $(81,816)Â Goodwill by segment:Advanced

Computing$147,238Â $147,238Â Integrated Memory14,720Â 14,720Â Â $161,958Â $161,958Â In 2024 and 2023, we capitalized $1.4 million and $127.5 million, respectively, for intangible assets, with weighted-average useful lives of 18.2 years and 6.1 years, respectively. Amortization expense for intangible assets was $40.0 million, $45.1 million and $23.8 million in 2024, 2023 and 2022, respectively. Amortization expense is expected to be $35.6 million for 2025, $30.2 million for 2026, $29.6 million for 2027, $9.9 million for 2028, $6.0 million for 2029 and $10.2 million for 2030 and thereafter.In connection with our acquisition of Stratus Technologies, we capitalized $3.9 million of in-process research and development related to next generation fault tolerant architecture. Amortization of this technology commenced in the second quarter of 2024.In the second quarter of 2023, we initiated a plan within our Advanced Computing segment pursuant to which we intend to wind down manufacturing and discontinue the sale of legacy products offered through our Penguin Edge 84business by approximately the end of 2025. As a result, we recorded aggregate charges of $19.1 million in 2023 to impair the carrying value of Penguin Edge goodwill. At each reporting date, we reassess the estimated remaining cash flows of the Penguin Edge business. We currently anticipate that the remaining goodwill of the Penguin Edge reporting unit of $16.1 million as of AugustÂ 30, 2024 may become further impaired in future periods.Accounts Payable and Accrued ExpensesAs ofAugust 30,2024August 25,2023Accounts payable (1)$182,037Â $134,980Â Salaries, wages and benefits22,819Â 27,665Â Income and other taxes11,863Â 13,370Â Other2,371Â 6,020Â Â $219,090Â $182,035Â (1)Included accounts payable for property and equipment of $0.4 million and $5.2 million as of AugustÂ 30, 2024 and AugustÂ 25, 2023, respectively.DebtAs ofAugust 30,2024August 25,2023Amended 2027 TLA$297,297Â $544,943Â 2030 Notes192,778Â â€”Â 2029 Notes147,439Â 146,886Â 2026 Notes19,833Â 98,609Â Â 657,347Â 790,438Â Less current debtâ€”Â (35,618)Long-term debt$657,347Â $754,820Â Credit FacilityOn February 7, 2022, Penguin Solutions and SMART Modular Technologies, Inc. (collectively, the â€œBorrowersâ€) entered into a credit agreement (the â€œOriginal Credit Agreementâ€) with a syndicate of banks and Citizens Bank, N.A., as administrative agent (the â€œAdministrative Agentâ€) that provided for (i) a term loan credit facility in an aggregate principal amount of $275.0 million (the â€œ2027 TLAâ€) and (ii) a revolving credit facility in an aggregate principal amount of $250.0 million (the â€œ2027 Revolverâ€), in each case, maturing on February 7, 2027. The Original Credit Agreement provides that up to $35.0 million of the 2027 Revolver is available for issuances of letters of credit.On August 29, 2022, the Borrowers entered into an amendment (the Original Credit Agreement, as amended by this amendment and subsequent amendments, the â€œAmended Credit Agreementâ€) with and among the lenders party thereto and the Administrative Agent, which (i) provided for incremental term loans under the Amended Credit Agreement in an aggregate amount of $300.0 million (the â€œIncremental Term Loansâ€ and together with the 2027 TLA, the â€œAmended 2027 TLAâ€), which Incremental Term Loans are on the same terms as the term loans incurred under the Original Credit Agreement, (ii) increased the maximum First Lien Leverage Ratio (as defined in the Amended Credit Agreement) financial covenant from 3.00:1.00 to 3.25:1.00 and (iii) increased the aggregate amount of unrestricted cash and permitted investments netted from the definitions of Consolidated First Lien Debt and Consolidated Net Debt under the Amended Credit Agreement from $100.0 million to $125.0 million.Substantially simultaneously with amending the Original Credit Agreement, the Borrowers applied a portion of the proceeds of the Incremental Term Loans to (i) finance a portion of the purchase price for the acquisition of Stratus Technologies and (ii) prepay in full the $101.8 million outstanding under the LED Earnout Note. In connection with our prepayment of the LED Earnout Note, we recognized a gain of $0.8 million in the first quarter of 2023, which is included in other non-operating (income) expense in the accompanying consolidated statements of operations.Interest and fees: Loans under the Amended Credit Agreement bear interest at a rate per annum equal to either, at our option, a term SOFR or a base rate, in each case plus an applicable margin.85The applicable margin for our 2027 TLA and 2027 Revolver varies based on our Total Leverage Ratio (as defined in the Amended Credit Agreement) and ranges from 1.25% to 3.00% per annum with respect to term SOFR borrowings and from 0.25% to 2.00% per annum with respect to base rate borrowings. In addition, we are required to pay a quarterly unused commitment fee at an initial rate of 0.25%, which may increase up to a rate of 0.35% based on certain Total Leverage Ratio levels specified in the Amended Credit Agreement.Security: The Amended Credit Agreement is jointly and severally guaranteed on a senior basis by certain subsidiaries of Penguin Solutions organized in the United States and Cayman Islands. In addition, the Amended Credit Agreement is secured by a pledge of the capital stock of, or equity interests in, certain subsidiaries of Penguin Solutions organized in the United States and the Cayman Islands and by substantially all of the assets of certain subsidiaries of Penguin Solutions organized in the United States and the Cayman Islands.Covenants: The Amended Credit Agreement contains a number of covenants that, among other things, restrict, subject to certain exceptions, our ability and the ability of our subsidiaries to: incur additional indebtedness; create liens on assets; engage in mergers or consolidations; sell assets; pay dividends; make distributions or repurchase capital stock; make investments, loans or advances; repay or repurchase certain subordinated debt (except as scheduled or at maturity); create restrictions on the payment of dividends or other amounts to us from our restricted subsidiaries; make certain acquisitions; engage in certain transactions with affiliates; amend material agreements governing our subordinated debt; and fundamentally change our business.The Amended Credit Agreement also includes the following financial maintenance covenants tested on the final day of each fiscal quarter:i.a First Lien Leverage Ratio (as defined in the Amended Credit Agreement) of a maximum of 3.25 to 1.00ii.a Total Leverage Ratio of a maximum of 4.50 to 1.00; provided that in connection with any Material Acquisition (as defined in the Amended Credit Agreement), at the election of the Borrowers, the maximum Total Leverage Ratio for the next four testing periods after such Material Acquisition has been consummated will be automatically increased by 0.50 to 1.00 above the otherwise permitted Total Leverage Ratio for the applicable fiscal quarter (not to exceed a maximum of 5.00 to 1.00 in any event); provided further, that (x) no more than two such elections may be made during the term of the Amended Credit Agreement and (y) following the first such election, no subsequent election may be made unless the Total Leverage Ratio has been less than or equal to a maximum of 5.00 to 1.00 as of the last day of at least two consecutive Test Periods (as defined in the Amended Credit Agreement) following the expiration of the first increase; andiii.an Interest Coverage Ratio (as defined in the Amended Credit Agreement) of at least 3.00 to 1.00.For purposes of calculating the First Lien Leverage Ratio and the Total Leverage Ratio, the consolidated debt of the Company and its Restricted Subsidiaries (as defined in the Amended Credit Agreement) is reduced by up to $125.0 million of the aggregate amount of unrestricted cash and Permitted Investments (as defined in the Amended Credit Agreement) of the Company and its Restricted Subsidiaries.Other: In 2024, we prepaid an aggregate of $230.0Â million under the Amended 2027 TLA and, in connection therewith, wrote off $2.4Â million of unamortized issuance costs. As of AugustÂ 30, 2024, there was $300.0 million of principal amount outstanding under the Amended 2027 TLA, unamortized issuance costs were $2.7 million and the effective interest rate was 8.62%. As of AugustÂ 30, 2024, there were no amounts outstanding under the 2027 Revolver and unamortized issuance costs were $2.2 million.Convertible Senior NotesRepurchase of Convertible Senior NotesOn August 6, 2024, we repurchased $80.0Â million aggregate principal amount of our 2026 Notes for $100.6Â million cash (including payment for accrued interest) in privately-negotiated transactions. The repurchase was accounted for as debt extinguishment. Accordingly, we recognized a loss in the fourth quarter of 2024, included in other non-operating expense, of $20.4Â million, consisting of $19.7Â million premium paid to extinguish the 2026 Notes and $0.7Â million for the write-off of unamortized issuance costs.86Convertible Senior Notes ExchangeOn January 18, 2023, we entered into separate, privately-negotiated exchange agreements with a limited number of holders of our 2.25% Convertible Senior Notes due 2026 (the â€œ2026 Notesâ€) to exchange $150.0Â million principal amount of the 2026 Notes for (i) $150.0Â million in aggregate principal amount of new 2.00% Convertible Senior Notes due 2029 (the â€œ2029 Notesâ€) and (ii) an aggregate of $15.6Â million in cash, with such cash payment representing $14.1Â million of premium paid for the 2026 Notes in excess of par value and $1.5Â million of accrued and unpaid interest on the 2026 Notes (collectively, the â€œExchange Transactionsâ€). The 2029 Notes were issued pursuant to, and are governed by, an indenture (the â€œ2029 Indentureâ€), dated as of January 23, 2023, between the Company and U.S. Bank Trust Company, National Association, as trustee.Transactions involving contemporaneous exchanges between the same debtor and creditor in connection with the issuance of a new debt obligation and satisfaction of an existing debt obligation are accounted for as debt extinguishments if the debt instruments have substantially different terms. An exchange is deemed to have substantially different terms if:â€¢The present value of the remaining cash flows of the old instrument differs by more than 10% of the present value of the cash flows of the new instrument, orâ€¢The change in the fair value of the conversion option immediately before and after the exchange is greater than 10% of the carrying value of the debt instrument immediately prior to the exchange.We concluded that the exchanged 2026 Notes and the 2029 Notes had substantially different terms, and accordingly, we accounted for the Exchange Transactions as the extinguishment of the 2026 Notes and the issuance of the 2029 Notes. As a result, we recognized an extinguishment loss in the second quarter of 2023, included in other non-operating expense, of $16.7 million consisting of the premium paid to extinguish the 2026 Notes and $2.5 million for the write-off of unamortized issuance costs.2030 NotesOn August 6, 2024 and August 14, 2024, we issued $175.0 million and $25.0 million aggregate principal amount, respectively, of our 2.00% Convertible Senior Notes due 2030 (collectively, the â€œ2030 Notesâ€) pursuant to, and governed by, an indenture (the â€œ2030 Indentureâ€), dated August 6, 2024, between us and U.S. Bank Trust Company, National Association, as trustee.The 2030 Notes bear interest at a rate of 2.00% per annum on the principal amount thereof, payable semi-annually in arrears on February 15 and August 15 of each year, beginning on February 15, 2025, to the noteholders of record of the 2030 Notes as of the close of business on the immediately preceding February 1 and August 1, respectively. The 2030 Notes will mature on AugustÂ 15, 2030 (the â€œ2030 Maturity Dateâ€), unless earlier converted, redeemed or repurchased.The initial conversion rate of the 2030 Notes is 35.7034 ordinary shares per $1,000 principal amount of the 2030 Notes, which represents an initial conversion price of approximately $28.01 per ordinary share. The conversion rate is subject to adjustment upon the occurrence of certain specified events as set forth in the 2030 Indenture. Upon conversion, we are required to pay cash in an amount at least equal to the principal portion and have the option to settle any amount in excess of the principal portion in cash and/or ordinary shares.Conversion Rights: Holders of the 2030 Notes may convert them under the following circumstances:i.during any fiscal quarter commencing after the fiscal quarter ended on November 29, 2024 (and only during such fiscal quarter) if the last reported sale price per ordinary share exceeds 130% of the conversion price for at least 20 trading days, whether or not consecutive, in the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter;ii.during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the â€œ2030 Notes Measurement Periodâ€) in which the trading price per $1,000 principal amount of notes for each trading day of the 2030 Notes Measurement Period was less than 98% of the product of the last reported sale price per ordinary share on such trading day and the conversion rate on such trading day;iii.upon the occurrence of certain corporate events or distributions on our ordinary shares, as provided in the 2030 Indenture;iv.if we call the 2030 Notes for redemption; and87v.on or after FebruaryÂ 15, 2030 until the close of business on the second scheduled trading day immediately before the 2030 Maturity Date.Cash Redemption at Our Option: We have the right to redeem the 2030 Notes, in whole or in part, at our option at any time, and from time to time, on or after August 20, 2027 and on or before the 31st scheduled trading day immediately before the 2030 Maturity Date, at a cash redemption price equal to the principal amount of the 2030 Notes to be redeemed, plus accrued and unpaid interest, if any, but only if the 2030 Notes are â€œfreely tradableâ€ (as defined in the 2030 Indenture) and all accrued and unpaid additional interest, if any, has been paid in full as of the date we send the related redemption notice, and if the last reported per share sale price of our ordinary shares exceeds 130% of the conversion price on (i) each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the trading day immediately before the redemption notice date for such redemption and (ii) the trading day immediately before the date we send such notice. In addition, we have the right to redeem all, but not less than all, of the 2030 Notes if certain changes in tax law occur. Calling any 2030 Note for redemption will constitute a make-whole fundamental change with respect to such note, in which case the conversion rate applicable to the conversion of such note will be increased in certain circumstances if it is converted after it is called for redemption.2029 NotesThe 2029 Notes bear interest at a rate of 2.00% per annum on the principal amount thereof, payable semi-annually in arrears on February 1 and August 1 of each year, beginning on August 1, 2023, to the noteholders of record of the 2029 Notes as of the close of business on the immediately preceding January 15 and July 15, respectively. The 2029 Notes will mature on February 1, 2029 (the â€œ2029 Maturity Dateâ€), unless earlier converted, redeemed or repurchased.The initial conversion rate of the 2029 Notes is 47.1059 ordinary shares per $1,000 principal amount of the 2029 Notes, which represents an initial conversion price of approximately $21.23 per ordinary share. The conversion rate is subject to adjustment upon the occurrence of certain specified events as set forth in the 2029 Indenture. Upon conversion, we are required to pay cash in an amount at least equal to the principal portion and have the option to settle any amount in excess of the principal portion in cash and/or ordinary shares.Conversion Rights: Holders of the 2029 Notes may convert them under the following circumstances:i.during any fiscal quarter commencing after the fiscal quarter ended on May 26, 2023 (and only during such fiscal quarter) if the last reported sale price per ordinary share exceeds 130% of the conversion price for at least 20 trading days in the 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter;ii.during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the â€œ2029 Notes Measurement Periodâ€) in which the trading price per $1,000 principal amount of notes for each trading day of the 2029 Notes Measurement Period was less than 98% of the product of the last reported sale price per ordinary share on such trading day and the conversion rate on such trading day;iii.upon the occurrence of certain corporate events or distributions on our ordinary shares, as provided in the 2029 Indenture;iv.if we call the 2029 Notes for redemption; andv.on or after AugustÂ 1, 2028 until the close of business on the second scheduled trading day immediately before the 2029 Maturity Date.Cash Redemption at Our Option: We have the right to redeem the 2029 Notes, in whole or in part, at our option at any time, and from time to time, on or after February 6, 2026 and on or before the 40th scheduled trading day immediately before the 2029 Maturity Date, at a cash redemption price equal to the principal amount of the 2029 Notes to be redeemed, plus accrued and unpaid interest, if any, but only if the last reported per share sale price of our ordinary shares exceeds 130% of the conversion price on (i) each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the trading day immediately before the redemption notice date for such redemption and (ii) the trading day immediately before the date we send such notice. In addition, we have the right to redeem all, but not less than all, of the 2029 Notes if certain changes in tax law occur. Calling any 2029 Note for redemption will constitute a make-whole fundamental change with respect to such note, in which case the conversion rate applicable to the conversion of such note will be increased in certain circumstances if it is converted after it is called for redemption.882026 NotesIn February 2020, we issued $250.0 million in aggregate principal amount of 2026 Notes. The 2026 Notes are general unsecured obligations, bear interest at an annual rate of 2.25% per year, payable semi-annually on February 15 and August 15, and mature on FebruaryÂ 15, 2026 (the â€œ2026 Maturity Dateâ€), unless earlier converted, redeemed or repurchased. The 2026 Notes are governed by an indenture (the â€œ2026 Indentureâ€) between us and U.S. Bank Trust Company National Association, as trustee. After the effect of the share dividend paid in the second quarter of 2022, the conversion rate of the 2026 Notes is 49.2504 ordinary shares per $1,000 principal amount of notes, which represents a conversion price of approximately $20.30 per ordinary share. The conversion rate is subject to adjustment upon the occurrence of certain specified events as set forth in the 2026 Indenture. On January 18, 2023, we exchanged $150.0Â million principal amount of 2026 Notes for $150.0Â million principal amount of new 2029 Notes. As a result, as of AugustÂ 25, 2023, $100.0 million in aggregate principal amount of 2026 Notes were outstanding. On August 6, 2024, we repurchased $80.0Â million aggregate principal amount of our 2026 Notes for $100.6Â million cash (including payment for accrued interest) in privately-negotiated transactions. As of AugustÂ 30, 2024, $20.0 million in aggregate principal amount of 2026 Notes were outstanding. See â€œRepurchase of Convertible Senior Notesâ€ and â€œConvertible Senior Notes Exchange.â€First Supplemental Indenture to Indenture Governing the 2026 Notes: On August 26, 2022, Penguin Solutions entered into the First Supplemental Indenture (the â€œ2026 First Supplemental Indentureâ€) to the 2026 Indenture governing the 2026 Notes. The 2026 First Supplemental Indenture became effective on August 27, 2022. Pursuant to the 2026 First Supplemental Indenture, Penguin Solutions irrevocably elected (i) to eliminate Penguin Solutionsâ€™ option to elect Physical Settlement (as defined in the 2026 Indenture) on any conversion of the 2026 Notes that occurs on or after the date of the 2026 First Supplemental Indenture and (ii) with respect to any Combination Settlement (as defined in the 2026 Indenture) for a conversion of the 2026 Notes, the Specified Dollar Amount (as defined in the 2026 Indenture) that will be settled in cash per $1,000 principal amount of the 2026 Notes shall be no lower than $1,000. As a result of our election, upon conversion, we are required to pay cash in an amount at least equal to the principal portion and have the option to settle any amount in excess of the principal portion in cash and/or ordinary shares.Conversion Rights: Holders of the 2026 Notes may convert them under the following circumstances:i.during any fiscal quarter commencing after the fiscal quarter ended on May 28, 2020 (and only during such fiscal quarter) if the last reported sale price per ordinary share exceeds 130% of the conversion price for at least 20 trading days in the 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter;ii.during the five consecutive business days immediately after any 10 consecutive trading day period (such 10 consecutive trading day period, the â€œ2026 Notes Measurement Periodâ€) in which the trading price per $1,000 principal amount of notes for each trading day of the 2026 Notes Measurement Period was less than 98% of the product of the last reported sale price per ordinary share on such trading day and the conversion rate on such trading day;iii.upon the occurrence of certain corporate events or distributions on our ordinary shares, as provided in the 2026 Indenture;iv.if we call the 2026 Notes for redemption: andv.on or after AugustÂ 15, 2025

until the close of business on the second scheduled trading day immediately before the 2026 Maturity Date.Cash Redemption at Our Option: We have the right to redeem the 2026 Notes, in whole or in part, at our option at any time, and from time to time, on or after February 21, 2023 and on or before the 40th scheduled trading day immediately before the 2026 Maturity Date, at a cash redemption price equal to the principal amount of the 2026 Notes to be redeemed, plus accrued and unpaid interest, if any. However, the repurchase right is only applicable if the last reported per share sale price of our ordinary shares exceeds 130% of the conversion price on each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the trading day immediately before the redemption notice date for such redemption. In addition, we have the right to redeem all, but not less than all, of the 2026 Notes if certain changes in tax law occur. Calling any 2026 Note for redemption will constitute a make-whole fundamental change with respect to such note, in which case the conversion rate applicable to the conversion of such note will be increased in certain circumstances if it is converted after it is called for redemption.89RankingOur convertible notes are senior, unsecured obligations of the Company and are equal in right of payment with our existing and future senior, unsecured indebtedness, senior in right of payment to our existing and future indebtedness that is expressly subordinated to the respective notes and effectively subordinated to our existing and future senior, secured indebtedness, to the extent of the value of the collateral securing that indebtedness. Our convertible notes are structurally subordinated to all other existing and future indebtedness and other liabilities, including trade payables and (to the extent the Company is not a holder thereof) preferred equity, if any, of our subsidiaries.Make-Whole Fundamental ChangeUpon the occurrence of a â€œmake-whole fundamental changeâ€ (as defined in each of our convertible note indentures), we will in certain circumstances increase the conversion rate for a specified period of time. In addition, upon the occurrence of a â€œfundamental changeâ€ (as defined in each of our convertible note indentures), holders of the notes may require us to repurchase their notes at a cash repurchase price equal to the principal amount of the notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. The definition of fundamental change includes certain business combination transactions and certain de-listing events with respect to our ordinary shares.Convertible Senior Note InterestUnamortized debt issuance costs are amortized over the terms of our 2026 Notes, 2029 Notes and 2030 Notes using the effective interest method. As of AugustÂ 30, 2024 and AugustÂ 25, 2023, the effective interest rate for our 2026 Notes was 2.83%. As of AugustÂ 30, 2024 and AugustÂ 25, 2023, the effective interest rate for our 2029 Notes was 2.40%. As of AugustÂ 30, 2024, the effective interest rate for our 2030 Notes was 2.65%. Aggregate interest expense for our convertible notes consisted of contractual stated interest and amortization of issuance costs and included the following:Year endedAugust 30,2024August 25,2023August 26,2022Contractual stated interest$5,470Â $5,397Â $5,609Â Amortization of debt issuance costs1,167Â 1,160Â 9,031Â $6,637Â $6,557Â $14,640Â As of AugustÂ 26, 2022, the carrying amount of the equity components of the 2026 Notes, which was included in additional paid-in-capital, was $50.8 million. As of the beginning of 2023, we adopted ASU 2020-06. In connection therewith, we reclassified $32.2 million from additional paid-in-capital to long-term debt and $18.6 million from additional paid-in-capital to retained earnings. See â€œRecently Adopted Accounting Standards.â€LED Earnout NotePart of our consideration for the acquisition of the Optimized LED business was the possibility of an earnout payment of up to $125.0 million based on the revenue and gross profit performance of the Optimized LED business in Creeâ€™s first four full fiscal quarters following the closing, with a minimum payment of $2.5 million. In the third quarter of 2022, we issued an unsecured promissory note to Cree for this earnout in the amount of $101.8 million. The LED Earnout Note bore interest at LIBOR plus 3.0%, payable quarterly, and was scheduled to mature on MarchÂ 27, 2025. In the first quarter of 2023, and substantially simultaneously with entering into the First Amendment, we repaid in full the $101.8 million outstanding under the LED Earnout Note. In connection with our prepayment of the LED Earnout Note, we recognized a gain of $0.8 million in the first quarter of 2023, which is included in other non-operating income in the accompanying consolidated statements of operations.LED Purchase Price NoteIn connection with the acquisition of the Optimized LED business, we issued an unsecured promissory note to Cree in the amount of $125.0 million. The LED Purchase Price Note bore interest at LIBOR plus 3.0%, payable quarterly, and was due on August 15, 2023. In the second quarter of 2022, we repaid in full the LED Purchase Price Note.90Maturities of DebtAs of AugustÂ 30, 2024, maturities of debt were as follows:2025$â€”Â 202620,000Â 2027300,015Â 2028â€”Â 2029150,000Â 2030 and thereafter200,000Â Less unamortized debt issuance costs(12,668)Â $657,347Â LeasesWe have operating leases through which we utilize facilities, offices and equipment in our manufacturing operations, research and development activities and selling, general and administrative functions. Sublease income was not significant in any period presented. The components of operating lease expense were as follows:Year endedAugust 30,2024August 25,2023August 26,2022Fixed lease cost$12,894Â $16,574Â $12,116Â Variable lease cost1,834Â 1,386Â 1,508Â Short-term lease cost2,086Â 2,266Â 466Â Â $16,814Â $20,226Â $14,090Â Cash flows used for operating activities included payments for operating leases of $9.0 million, $7.7 million and $9.0 million in 2024, 2023 and 2022, respectively. Acquisitions of right-of-use assets were $2.3 million, $10.8 million and $47.6 million in 2024, 2023 and 2022, respectively.As of AugustÂ 30, 2024 and AugustÂ 25, 2023, the weighted-average remaining lease term for our operating leases was 10.1 years and 10.5 years, respectively, and the weighted-average discount rate was 6.1% and 6.0%, respectively. Certain of our operating leases include one or more options to extend the lease term for periods from two to five years. In determining the present value of our operating lease liabilities, we have assumed we will not extend any lease terms.As of AugustÂ 30, 2024, minimum payments of lease liabilities were as follows:2025$11,989Â 202610,418Â 20277,985Â 20287,920Â 20298,097Â 2030 and thereafter46,321Â Â 92,730Â Less imputed interest(24,192)Present value of total lease liabilities$68,538Â Commitments and ContingenciesCommitmentsAs of AugustÂ 30, 2024, we had commitments of $16.2 million for purchase obligations, a substantial majority of which will be due within one year. Purchase obligations include payments for the acquisition of inventories, property and equipment and other goods or services of either a fixed or minimum quantity.91Product Warranty and IndemnitiesWe generally provide a limited warranty that our products are in compliance with applicable specifications existing at the time of delivery. Under our standard terms and conditions of sale, liability for certain failures of product during a stated warranty period is usually limited to repair or replacement of defective items or return of amounts paid for such items. Our warranty obligations are not material.We are party to a number of agreements in which we have agreed to defend, indemnify and hold harmless our customers and suppliers from damages and costs, which may arise from product defects as well as from any alleged infringement by our products of third-party patents, trademarks or other proprietary rights. We believe our internal development processes and other policies and practices limit our exposure related to such indemnities. Maximum potential future payments cannot be estimated because many of these agreements do not have a maximum stated liability. However, to date, we have not had to reimburse any of our customers or suppliers for any significant losses related to these indemnities. We have not recorded any liability for such indemnities.ContingenciesFrom time to time, we may be involved in legal matters that arise in the normal course of business. Litigation in general, and intellectual property, employment and shareholder litigation in particular, can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict. We regularly review contingencies to determine whether the likelihood of loss has changed and to assess whether a reasonable estimate of the loss or range of loss can be made.EquityPenguin Solutions Shareholdersâ€™ EquityShare DividendOn JanuaryÂ 3, 2022, our Board of Directors declared a share dividend of one ordinary share, $0.03 par value per share, for each outstanding ordinary share owned, to shareholders of record as of JanuaryÂ 25, 2022. The dividend was paid on FebruaryÂ 1, 2022.Share Repurchase AuthorizationOn April 4, 2022, our Board of Directors approved a $75.0 million share repurchase authorization (the â€œInitial Authorizationâ€), under which we may repurchase our outstanding ordinary shares from time to time through open market repurchases, privately-negotiated transactions or otherwise. On January 8, 2024, the Audit Committee of the Board of Directors approved an additional $75.0 million share repurchase authorization (the â€œAdditional Authorization,â€ and together with the Initial Authorization, the â€œCurrent Authorizationâ€). The Current Authorization has no expiration date but may be suspended or terminated by the Board of Directors at any time. In 2024, 2023 and 2022, we repurchased 0.9 million, 0.5 million and 2.6 million shares, respectively, for $13.9 million, $8.4 million and $50.0 million, respectively, under the Current Authorization. As of AugustÂ 30, 2024, an aggregate of $77.7 million remained available for the repurchase of our ordinary shares under the Current Authorization. Certain of our agreements, including the Amended Credit Agreement and the Certificate of Designation, contain restrictions that limit our ability to repurchase our ordinary shares.Other Share RepurchasesOrdinary shares withheld as payment of withholding taxes and exercise prices in connection with the vesting or exercise of equity awards are treated as ordinary share repurchases. In 2024, 2023 and 2022, we repurchased 377 thousand, 506 thousand and 240 thousand ordinary shares as payment of withholding taxes for $7.4 million, $10.9 million and $7.2 million, respectively.In connection with the Exchange Transactions in the second quarter of 2023, we repurchased 326 thousand ordinary shares for $5.4 million. See â€œDebt â€“ Convertible Senior Notes â€“ Convertible Senior Notes Exchange.â€92Capped CallsIn connection with our convertible notes, we have entered into privately-negotiated capped call transactions, which are intended to reduce the effect of potential dilution upon conversion of our convertible notes. The capped calls provide for our receipt of cash or shares, at our election, from counterparties if the trading price of our ordinary shares is above the strike price on the expiration date. The capped calls are subject to anti-dilution adjustments substantially similar to those applicable to the corresponding convertible notes. The cost of capped calls, which are considered capital transactions, were recognized as decreases to additional paid-in capital.Capped calls are separate transactions, each between the Company and the counterparties to the various capped calls, and are not part of the terms of any of the convertible notes and do not affect any holderâ€™s rights under the convertible notes or related indentures. Holders of any of the convertible notes do not have any rights with respect to any of the capped calls.As of August 30, 2024, the dollar value of cash or ordinary shares that we would receive from our outstanding capped calls upon their expiration dates range from $0, if the trading price of our ordinary shares is at or below the strike prices for each of the capped calls at expiration, to $158.4 million, if the trading price of our ordinary shares is at or above the cap prices for each of the capped calls. Settlement of a capped call prior to its expiration date may be for an amount different than the value at expiration. The following table presents information related to outstanding capped calls as of August 30, 2024:Expiration DateStrike PriceCap PriceSharesMaximum Value at Expiration2026 Capped CallsFebruary 15, 2026$20.3044Â $27.0725Â 4,925Â $33,333Â 2029 Capped CallsFebruary 1, 2029$21.2288Â $29.1375Â 7,066Â 55,882Â 2030 Capped CallsAugust 15, 2030$28.0085Â $37.7038Â 7,141Â 69,231Â 19,132Â $158,446Â As part of the Exchange Transactions, we settled a portion of the 2026 Capped Calls in a notional amount of $150.0 million, equal to the amount of the 2026 Notes exchanged. In connection therewith, we received cash of $10.8 million, which was recognized as an increase in additional paid-in capital in the second quarter of 2023.Accumulated Other Comprehensive Income (Loss)Changes in accumulated other comprehensive income (loss) by component for 2024 were as follows:CumulativeTranslationAdjustmentGains (Losses)onInvestmentsTotalAs of August 25, 2023$(205,969)$5Â $(205,964)Other comprehensive income (loss) before reclassifications(6,352)5Â (6,347)Reclassifications out of accumulated other comprehensive income212,321Â â€”Â 212,321Â Other comprehensive income (loss)205,969Â 5Â 205,974Â As of August 30, 2024$â€”Â $10Â $10Â In connection with our divestiture of an 81% interest in SMART Brazil, we reclassified $212.4 million of cumulative translation adjustment related to SMART Brazil from other accumulated comprehensive income to results of operations in the first quarter of 2024. See â€œDivestiture of SMART Brazil.â€Noncontrolling Interest in SubsidiaryWe have a 51% ownership interest in Cree Venture LED Company Limited (â€œCree Joint Ventureâ€), with the remaining 49% ownership interest held by Sanâ€™an Optoelectronics Co., Ltd (â€œSanâ€™anâ€). The Cree Joint Venture has a five-member board of directors, three of which are designated by us and two of which are designated by Sanâ€™an. 93As a result of our majority voting interest, we consolidate the operations of the Cree Joint Venture and report its results of operations within our Optimized LED segment.The Cree Joint Venture has a manufacturing agreement pursuant to which Sanâ€™an supplies it with mid-power LED products and we and the Cree Joint Venture have a sales agent agreement pursuant to which we are the independent sales representative of the Cree Joint Venture. The Cree Joint Venture produces and delivers to market high performing, mid-power lighting class LEDs in an exclusive arrangement serving the markets of North and South America, Europe and Japan, and serves China markets and the rest of the world on a non-exclusive basis. The 49% ownership interest held by Sanâ€™an is classified as noncontrolling interest. Cash and other assets of the Cree Joint Venture are generally not available for use by us in our other operations.Fair Value MeasurementsÂ AugustÂ 30, 2024AugustÂ 25, 2023As ofFair ValueCarrying ValueFair ValueCarrying ValueAssets:Derivative financial instruments$3,929Â $3,929Â $â€”Â $â€”Â Liabilities:Amended 2027 TLA$300,015Â $297,297Â $551,648Â $544,943Â 2030 Notes199,160Â 192,778Â â€”Â â€”Â 2029 Notes178,760Â 147,439Â 195,426Â 146,886Â 2026 Notes23,918Â 19,833Â 131,864Â 98,609Â Acquisition-related contingent considerationâ€”Â â€”Â 50,000Â 50,000Â The deferred cash adjustment resulting from the divestiture of an 81% interest in SMART Brazil is accounted for as a derivative financial instrument and is revalued at the end of each reporting period. The assetâ€™s fair value, as measured on a recurring basis, was based on Level 2 measurements, including market-based observable inputs of interest rates and credit-risk spreads.The fair value of the Amended 2027 TLA, as measured on a non-recurring basis, was estimated based on Level 2 measurements, including discounted cash flows and interest rates based on similar debt issued by parties with credit ratings similar to ours. The fair values of our convertible notes, as measured on a non-recurring basis, were determined based on Level 2 measurements, including the trading prices of the notes.Acquisition-related contingent consideration in the table above related to our acquisition of Stratus Technologies. The fair value as of AugustÂ 25, 2023 was based on the gross profit performance of Stratus Technologies during the first full 12 fiscal months following the closing of the acquisition.Equity PlansOur Amended and Restated 2017 Share Incentive Plan (the â€œ2017 Planâ€) provides for the issuance of equity awards to our employees, directors and consultants. Such awards include both incentive and non-qualified options, share appreciation rights, restricted share awards (â€œRSAsâ€), restricted share units (â€œRSUsâ€) and performance-based awards, such as performance-based restricted share awards (â€œPRSAsâ€) and performance-based restricted share units (â€œPSUsâ€). As of AugustÂ 30, 2024, 4.5 million of our ordinary shares were available for issuance under the 2017 Plan.Our 2021 Share Inducement Plan (the â€œInducement Planâ€ and together with the 2017 Plan, our â€œPenguin Solutions Plansâ€) provides for the issuance of equity awards to provide inducements for certain individuals to enter into employment with us within the meaning of Rule 5635(c)(4) of the Nasdaq Marketplace Rules, and to motivate such persons to contribute to, and to enable them to share in, any long-term growth and financial success we may experience. Such awards include options, share appreciation rights, RSAs, RSUs and performance-based awards such as PRSAs and PSUs. As of AugustÂ 30, 2024, 1.7 million of our ordinary shares were available for issuance under the Inducement Plan.94Our employee share purchase plan (â€œESPPâ€) has been offered to substantially all employees since April 2018 and generally permits eligible employees to purchase our ordinary shares through payroll deductions of up to 15% of their eligible compensation, subject to certain limitations. As of AugustÂ 30, 2024, 1.9 million of our ordinary shares were available for issuance under the ESPP.Options and RSUs generally vest over a period of four years, and options generally have a ten-year term.The disclosures related to our restricted awards, share options and employee share purchase plan include both our continuing and discontinued operations.Restricted Share Awards and Restricted Share Units Awards (â€œRestricted Awardsâ€)Â SharesWeighted-AverageGrant DateFair ValuePer ShareAggregateIntrinsicValueOutstanding as of August 25, 20234,905Â $19.53Â $117,327Â Granted2,085Â $22.96Â Vested(1,895)$19.10Â Forfeited and cancelled(896)$20.98Â Outstanding as of August 30, 20244,199Â $21.12Â $87,006Â Restricted Award activity was as follows:Year endedAugust 30,2024August 25,2023August 26,2022Awards granted2,085Â 2,5791,642Weighted-average grant date fair value per share$22.96Â $17.77Â $25.73Â Aggregate vesting date fair value of shares vested$36,286Â $31,686Â $49,821Â Restricted Awards include grants with service, performance and/or market conditions with restrictions that generally lapse after a three- to four-year service period. Awards with market conditions are based on either the Companyâ€™s share price or the Companyâ€™s total shareholder return (â€œTSRâ€) relative to companies included in a market index. For awards with market conditions, the number of shares that will vest will vary between 0% and 200% of target amounts, depending upon the Companyâ€™s achievement level over the specified performance period. The fair value of awards with market conditions were fixed at the grant date using a Monte Carlo simulation analysis and were based on significant inputs not observable in the market.As of AugustÂ 30, 2024, total unrecognized compensation costs for unvested Restricted Awards was $72.8 million, which was expected to be recognized over a weighted-average period of 2.3 years.Share OptionsAs of AugustÂ 30, 2024, there were 0.7 million share options outstanding, which are generally exercisable in increments of either one-fourth or one-third per year beginning one year from the date of grant. Share options generally expire seven to ten years from the date of grant. The total intrinsic value for options exercised was $2.6 million, $19.9 million and $6.3 million in 2024, 2023 and 2022, respectively.95Â SharesWeighted-AverageExercise PricePer ShareWeighted-AverageRemaining ContractualTerm (in years)AggregateIntrinsicValueOutstanding as of August 25, 2023974Â $12.55Â 5.27$11,077Â Grantedâ€”Â $â€”Â Exercised(246)$12.10Â Forfeited and cancelled(4)$9.04Â Outstanding as of August 30, 2024724Â $12.72Â 4.33$5,911Â Exercisable as of August 30, 2024714$12.71Â 4.30$5,836Â The fair value of share options is estimated on the date of grant using the Black-Scholes option pricing model. The expected volatility is based on the historical volatilities of the common stock of comparable publicly traded companies. The expected term of options granted represents the weighted-average period of time that options granted are expected to be outstanding. We apply the simplified approach in which the expected term is the mid-point between the vesting date and the expiration date. The risk-free interest rate is

based on the average U.S. Treasury yield curve at the end of the quarter in which the option was granted.As of AugustÂ 30, 2024, total aggregate unrecognized compensation costs for unvested options was $0.1 million, which was expected to be recognized over a weighted-average period of 0.1 years.Employee Share Purchase PlanThe purchase price of shares under our ESPP is equal to 85% of the lower of the fair market value of our ordinary shares on either the first or last day of each offering period, which is generally six months. Compensation expense is calculated as of the beginning of the offering period as the fair value of the employeesâ€™ purchase rights utilizing the Black-Scholes option valuation model and is recognized over the offering period. Under the ESPP, employees purchased 584 thousand ordinary shares for $6.8 million in 2024, 602 thousand shares for $6.6 million in 2023 and 307 thousand shares for $6.5 million in 2022.Share-Based Compensation ExpenseShare-based compensation expense for our continuing operations was as follows:Year endedAugust 30,2024August 25,2023August 26,2022Share-based compensation expense by caption:Cost of sales$7,113Â $6,334Â $6,296Â Research and development7,120Â 6,016Â 5,868Â Selling, general and administrative28,927Â 26,878Â 25,120Â Â $43,160Â $39,228Â $37,284Â Income tax benefits for share-based awards were $6.6 million, $6.7 million and de minimis in 2024, 2023 and 2022, respectively.Employee Savings and Retirement PlanWe have a 401(k) retirement plan under which U.S. employees may make contributions, subject to Internal Revenue Service annual contribution limits, to various savings alternatives, none of which include direct investment in the Companyâ€™s ordinary shares. We may make matching contributions, which vest immediately, at our discretion. Contribution expense for our 401(k) plan was $3.9 million, $4.6Â million and $4.4 million in 2024, 2023 and 2022, respectively.96Revenue and Customer Contract BalancesWe disaggregate revenue by segment and geography and by product and service revenue. See â€œSegment and Other Information.â€Net Sales and Gross BillingsWe provide certain services on an agent basis, whereby we procure product, materials and services on behalf of our customers and then resell such product, materials or services to our customers. As a result, we recognize only the amount related to the agent component as revenue in our results of operations. The cost of products, materials and services invoiced to our customers under these arrangements, but not recognized as revenue or cost of sales in our results of operations, were as follows:Year endedAugust 30,2024August 25,2023August 26,2022Cost of materials and services invoiced in connection with logistics services$518,685Â $765,796Â $1,601,289Â Customer Contract BalancesAs ofAugust 30,2024August 25,2023Contract assets (1)$1,801Â $â€”Â Contract liabilities: (2)Deferred revenue$76,178Â $69,326Â Customer advances6,0365,565Â $82,214Â $74,891Â (1)Contract assets are included in other current and noncurrent assets.(2)Contract liabilities are included in other current and noncurrent liabilities based on the timing of when our customers are expected to take control of the asset or receive the benefit of the service.Contract assets represent amounts recognized as revenue for which we do not have the unconditional right to consideration.Deferred revenue represents amounts received from customers in advance of satisfying performance obligations. As of AugustÂ 30, 2024, we expect to recognize revenue of $64.0 million of the balance of $76.2 million in the next 12 months and the remaining amount thereafter. In 2024, we recognized revenue of $51.7 million from satisfying performance obligations related to amounts included in deferred revenue as of AugustÂ 25, 2023. In addition, as of AugustÂ 30, 2024, other current liabilities included $15.9 million that is not included in the above remaining performance obligations. While this liability relates to amounts received from customers in connection with arrangements that are cancellable at the customerâ€™s discretion, we have not had to refund any such amounts to our customers in the periods presented.Customer advances represent amounts received from customers for advance payments to secure product. In 2024, we recognized revenue of $1.5 million from satisfying performance obligations related to amounts included in customer advances as of AugustÂ 25, 2023.As of AugustÂ 30, 2024 and AugustÂ 25, 2023, other current liabilities included $12.2 million and $12.5 million, respectively, for estimates of consideration payable to customers, including estimates for pricing adjustments and returns.Other Operating (Income) ExpenseIn 2024 and 2023, we initiated plans that included workforce reductions and the elimination of certain projects across our businesses. In connection therewith, we recorded restructure charges of $7.1 million and $7.0 million in 2024 and 2023, respectively, primarily for employee severance costs and other benefits. We anticipate that 97these activities will continue into future quarters and anticipate recording additional restructure charges. As of AugustÂ 30, 2024, $0.8 million remained unpaid, which is expected to be paid in 2025.Other Non-operating (Income) ExpenseYear endedAugust 30,2024August 25,2023August 26,2022Loss on extinguishment or prepayment of debt$22,763Â $15,924Â $653Â Loss (gain) on disposition of assets179Â (2,986)213Â Other(1,858)(1,101)(516)Â $21,084Â $11,837Â $350Â Income TaxesIncome (loss) before provision for income taxes consisted of the following:Year endedAugust 30,2024August 25,2023August 26,2022Income (loss) before income taxes:U.S.$38,246Â $20,118Â $12,405Â Non-U.S.(69,413)(59,631)30,076Â $(31,167)$(39,513)$42,481Â Income tax provision (benefit) consisted of the following:Year endedAugust 30,2024August 25,2023August 26,2022Income tax provision (benefit):Current:Federal$10,930Â $3,253Â $1,100Â State1,821Â 2,417Â 1,772Â Foreign9,253Â 8,418Â 15,213Â 22,004Â 14,088Â 18,085Â Deferred:Federal(6,815)(51,540)259Â State540Â (6,998)43Â Foreign(5,111)(4,753)(313)Â (11,386)(63,291)(11)Income tax provision (benefit)$10,618Â $(49,203)$18,074Â 98In applying the statutory tax rate in the effective income tax rate reconciliation below, we used the U.S. statutory tax rate rather than the Cayman Islands zero percent tax rate. The table below reconciles our tax provision (benefit) based on the U.S. federal statutory rate to our effective tax rate:Year endedAugust 30, 2024August 25, 2023August 26, 2022Statutory tax rate$(6,545)21.0Â %$(8,298)21.0Â %$8,921Â 21.0Â %Foreign income taxes at different rates15,870Â (50.9)%16,992Â (43.0)%3,887Â 9.1Â %State income tax, net of federal benefit2,278Â (7.3)%2,793Â (7.1)%1,693Â 4.0Â %Goodwill impairmentâ€”Â â€”Â %2,876Â (7.3)%â€”Â â€”Â %Tax on uncertain tax positions(3,825)12.3Â %5,679Â (14.4)%95Â 0.2Â %Share-based compensation(100)0.3Â %(538)1.4Â %(2,681)(6.3)%Change in valuation allowance1,111Â (3.6)%(69,789)176.6Â %3,113Â 7.3Â %Non-deductible expenses (non-taxable income)1,053Â (3.4)%2,151Â (5.4)%3,422Â 8.1Â %Foreign withholding tax4,548Â (14.6)%3,371Â (8.5)%2,368Â 5.6Â %Tax credits(3,337)10.7Â %(4,339)11.0Â %(2,908)(6.8)%Other(435)1.4Â %(101)0.2Â %164Â 0.3Â %Effective tax rate$10,618Â (34.1)%$(49,203)124.5Â %$18,074Â 42.5Â %For 2024, the primary difference between the U.S. federal statutory tax rate and the effective tax rate was due to losses in jurisdictions where no tax benefit can be recognized, non-deductible expenses and foreign withholding taxes, partially offset by benefits from decreases in reserves for uncertain tax provisions and U.S. federal and state tax credits.99Deferred income taxes reflect the net tax effects of temporary differences between the bases of assets and liabilities for financial reporting and income tax purposes as well as carryforwards. Deferred tax assets and liabilities consisted of the following:As ofAugust 30,2024August 25,2023Deferred tax assets:Accruals and allowances$13,868Â $15,063Â Deferred revenue1,838Â 1,913Â Share-based compensation3,027Â 3,159Â Research and other tax credit carryforwards4,762Â 5,759Â Capitalized research and development22,059Â 12,588Â Operating lease liabilities15,199Â 17,671Â Tax amortizable goodwill14,097Â 16,040Â Interest carryforward21,873Â 22,355Â Intangible assets5,039Â â€”Â Loss carryforwards11,908Â 10,474Â Gross deferred tax assets113,670Â 105,022Â Valuation allowance(3,774)(2,663)Net deferred tax assets109,896Â 102,359Â Deferred tax liabilities:Operating right-of-use assets13,306Â 15,650Â Property and equipment10,717Â 11,846Â Brazil capital gains tax4,138Â â€”Â Intangible assetsâ€”Â 417Â Other liabilities1,143Â 1,152Â Gross deferred tax liabilities29,304Â 29,065Â Net deferred tax assets$80,592Â $73,294Â Reported as:Deferred tax assets$85,078Â $74,085Â Deferred tax liabilities (included in other noncurrent liabilities)(4,486)(791)Net deferred tax assets$80,592Â $73,294Â We assess positive and negative evidence for each jurisdiction to determine whether it is more likely than notÂ existing deferred tax assets will be realized. In 2024, we recorded $1.2 million of valuation allowance on certain U.S. federal tax credits due to uncertainty regarding the realizability of these deferred tax assets. We have a valuation allowance against certain acquired state tax attributes due to expected annual limitations on utilization. We will continue to monitor the need for a valuation allowance against our remaining deferred tax assets.As of AugustÂ 30, 2024, we had U.S. federal and state net operating loss carryforwards of $27.9 million and $41.0 million, respectively. If not utilized, the federal net operating loss carryforwards will begin to expire in 2025. State net operating loss carryforwards of $40.8 million will begin to expire in 2029, while the remaining state net operating loss carryforwards do not expire. In addition, we had U.S. federal and state research and development credit carryforwards of $8.5 million and $6.1 million, respectively, and $1.2 million of foreign tax credit carryforwards. If not utilized, the federal research and foreign tax credits will begin to expire in 2031 and 2032, respectively. If not utilized, $2.1 million of state credits will begin to expire in 2029, while $4.0 million of state credits do not expire. In addition, we had Section 163(j) interest expense carryforwards of $100.0 million from the acquisition of Stratus Technologies which do not expire. Net operating loss carryforwards in Hong Kong of $33.9 million do not expire.Federal and state tax attributes can be subject to an annual limitation under the provisions of Section 382 of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), and state tax laws. Further, under Section 382 of the Code, if a corporation undergoes an â€œownership change,â€ the corporationâ€™s ability to use its pre-change net operating loss carryforwards to offset its post-change taxable income may be limited. In general, an â€œownership changeâ€ will occur if there is a cumulative change in our ownership by certain â€œ5-percent shareholdersâ€ (including 100groups of shareholders) that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. Our net operating loss, tax credit and section 163(j) interest expense carryforwards are subject to limitations per Sections 382 and 383 of the Code. We have experienced ownership changes in the past, and we may experience ownership changes in the future, as a result of future transactions in our ordinary shares, some changes of which may be outside of our control. As a result, our ability to use our pre-change net operating loss, tax credit and section 163(j) interest expense carryforwards to offset post-change U.S. federal and state taxable income may be subject to additional limitations.Legislation enacted in 2017, titled the Tax Cuts and Jobs Act (â€œTax Actâ€), as modified in 2020 by the Coronavirus Aid, Relief, and the Economic Security Act (â€œCARES Actâ€), changed the federal rules governing net operating loss carryforwards. For net operating loss carryforwards arising in tax years beginning after December 31, 2017, the Tax Act limits a taxpayerâ€™s ability to utilize such carryforwards to 80% of taxable income beginning after December 31, 2020. In addition, net operating loss carryforwards arising in tax years ending after December 31, 2017 can be carried forward indefinitely, but carryback is generally prohibited, with the exception of carrybacks reinstated by the CARES Act. Net operating loss carryforwards generated before January 1, 2018 are not subject to the Tax Actâ€™s taxable income limitation and will continue to have a 20-year carryforward period. Nevertheless, our net operating loss carryforwards and other tax assets could expire before utilization and could be subject to limitations.Activity related to our deferred tax valuation allowance was as follows:Year endedAugust 30,2024August 25,2023August 26,2022Balance at beginning of period$2,663Â $52,267Â $49,154Â Charged (credited) to operations1,111Â (69,789)3,113Â Charged to other accounts (1)â€”Â (4,073)â€”Â Business acquisitionsâ€”Â 24,258Â â€”Â Balance at end of period$3,774Â $2,663Â $52,267Â (1)In the period ended AugustÂ 25, 2023, SMART Embedded Computing B.V. entered liquidation, resulting in the existing Netherlands NOL carryforwards being considered to have a remote likelihood of being utilized. Accordingly, a deferred tax asset of $4.1Â million was written off and the related valuation allowance released.We choose to maintain flexibility to pull excess cash from all jurisdictions where needed, except the U.S. group, to manage debt balances. Provisions have been made for deferred income taxes on undistributed earnings of foreign subsidiaries to the extent that dividend payments by such foreign subsidiaries are expected to result in additional tax liability, which is primarily related to foreign withholding taxes which are not individually or cumulatively significant.We have operations in Malaysia, where we have tax incentive arrangements for our pioneer status activities and our global supply chain operations. The statutory rate for Malaysia is 24%. These arrangements are scheduled to expire in August 2028 and are subject to certain conditions, with which we have partially complied with in 2024 and fully complied with in 2023 and 2022. The effect of the tax incentive arrangements noted above reduced our income tax provision by $1.2 million ($0.02 per diluted share) in 2024, $10.4 million ($0.20 per diluted share) in 2023 and $10.0 million ($0.18 per diluted share) in 2022.Below is a reconciliation of our unrecognized tax benefits:Year endedAugust 30,2024August 25,2023August 26,2022Beginning unrecognized tax benefits$25,603Â $18,920Â $17,454Â Acquired balancesâ€”Â 871Â â€”Â Increases related to prior year tax provisions129Â 6,271Â â€”Â Increases related to current year tax provisions1,099Â 4,248Â 1,678Â Decreases related to prior year tax provisions(5,348)(3,468)(212)Lapse of statute of limitation(55)(1,239)â€”Â Ending unrecognized tax benefits$21,428Â $25,603Â $18,920Â 101As of AugustÂ 30, 2024 and AugustÂ 25, 2023, the total amount of unrecognized tax benefits that would affect our effective tax rate, if recognized, was $18.7 million and $23.0 million, respectively. Amounts accrued for interest and penalties related to uncertain tax positions were not material for any period presented. The resolution of tax audits or expiration of statute of limitations could also reduce our unrecognized tax benefits. Although the timing of final resolution is uncertain, the estimated potential reduction in our unrecognized tax benefits in the next 12 months would not be material.We and our subsidiaries file income tax returns with the U.S. federal government, various U.S. states and various foreign jurisdictions throughout the world. We regularly engage in discussions and negotiations with tax authorities regarding tax matters, including transfer pricing, and we continue to defend any and all such claims presented. Our U.S. federal and state tax returns remain open to examination for 2006 through 2023. In addition, tax returns that remain open to examination in non-U.S. subsidiaries, including Malaysia, Luxembourg, Ireland, United Kingdom, Hong Kong and China, vary by country. We believe that adequate amounts of taxes and related interest and penalties have been provided and any adjustments as a result of examinations are not expected to materially adversely affect our business, results of operations or financial condition.Earnings Per ShareYear endedAugust 30,2024August 25,2023August 26,2022Net income (loss) from continuing operations$(44,324)$7,858Â $22,372Â Net income (loss) from discontinued operations (8,148)(195,384)44,185Â Net income (loss) attributable to Penguin Solutions â€” Basic and Diluted$(52,472)$(187,526)$66,557Â Weighted-average shares outstanding â€” Basic52,42849,56649,467Dilutive effect of equity plans and convertible notesâ€”1,7564,976Weighted-average shares outstanding â€” Diluted52,42851,32254,443Basic earnings (loss) per share:Continuing operations(0.85)0.16Â $0.45Â Discontinued operations(0.15)(3.94)0.90Â (1.00)(3.78)$1.35Â Diluted earnings (loss) per share:Continuing operations(0.85)0.15Â $0.41Â Discontinued operations(0.15)(3.80)0.81Â (1.00)(3.65)$1.22Â Unweighted antidilutive employee share-based awards excluded from the computation of diluted earnings per share5,184Â 2,238Â 329Â Upon any conversion of our convertible notes, we will be required to pay cash in an amount at least equal to the principal portion and have the option to settle any amount in excess of the principal portion in cash and/or ordinary shares. As a result, only the amounts expected to be settled in excess of the principal portion are considered in calculating diluted earnings per share under the if-converted method.Segment and Other InformationSegment information presented below is consistent with how our chief operating decision maker evaluates operating results to make decisions about allocating resources and assessing performance. We have the following three business units, which are our reportable segments:â€¢Advanced Computing: Our Advanced Computing group, under our Penguin Computing and Stratus brands, offers specialized platform solutions and services for high-performance computing, artificial intelligence, machine learning, advanced modeling and the internet of things that span the continuum of edge, core and cloud. Our solutions are designed specifically for customers across multiple markets, including hyperscale, financial services, energy, government, education, healthcare and others.102â€¢Integrated Memory: Our Integrated Memory group, under our SMART Modular Technologies brand, provides high-performance and reliable integrated memory solutions through the design, development and advanced packaging of leading-edge to extended lifecycle products. These specialty products are tailored to meet customer-specific requirements across networking and communications, enterprise storage and computing, including server applications and other vertical markets. These products are marketed to original equipment manufacturers and to commercial and government customers. The Integrated Memory group also offers SMART Supply Chain Services, which provides customized, integrated supply chain services to enable our customers to better manage supply chain planning and execution, reduce costs and increase productivity.â€¢Optimized LED: Our Optimized LED group, under our Cree LED brand, offers a broad portfolio of application-optimized LEDs focused on improving lumen density, intensity, efficacy, optical control and/or reliability. Backed by expert design assistance and superior sales support, our LED products enable our customers to develop and market LED-based products for general lighting, video displays and specialty lighting applications.Segments are determined based on sources of revenue, types of customers and operating performance. There are no differences between the accounting policies for our segment reporting and our consolidated results of operations. Operating expenses directly associated with the activities of a specific segment are charged to that segment. Certain other indirect operating income and expenses are generally allocated to segments based on their respective percentage of net sales. We do not identify (other than goodwill) or report internally our assets nor allocate certain expenses and amortization, interest, other non-operating (income) expense or taxes to segments.Year endedAugust 30,2024August 25,2023August 26,2022Net sales:Advanced Computing$554,552Â $749,708Â $440,986Â Integrated Memory356,426Â 443,264Â 551,705Â Optimized LED259,818Â 248,278Â 403,185Â Total net sales$1,170,796Â $1,441,250Â $1,395,876Â Segment operating income:Advanced Computing$95,291Â $110,975Â $49,450Â Integrated Memory22,413Â 73,639Â 78,869Â Optimized LED2,553Â (4,820)49,142Â Total segment operating income120,257Â 179,794Â 177,461Â Â Unallocated:Share-based compensation expense(43,160)(39,228)(37,284)Amortization of acquisition-related intangibles(39,272)(44,601)(23,729)Flow through of inventory step upâ€”Â (2,599)â€”Â Cost of sales-related restructure(2,136)(6,813)â€”Â Diligence, acquisition and integration expense(8,772)(20,869)(7,090)Impairment of goodwillâ€”Â (19,092)â€”Â Change in fair value of contingent considerationâ€”Â (29,000)(41,324)Restructure charge(7,064)(7,047)(234)Other(1,558)(1,800)(624)Total unallocated(101,962)

(171,049)(110,285)Consolidated operating income (loss)$18,295Â $8,745Â $67,176Â 103Depreciation included in segment operating income was as follows:Year endedAugust 30,2024August 25,2023August 26,2022Advanced Computing$9,495Â $9,196Â $4,664Â Integrated Memory3,873Â 3,891Â 5,468Â Optimized LED12,352Â 13,411Â 12,736Â $25,720Â $26,498Â $22,868Â ConcentrationsOur concentrations of credit risk consists principally of cash and cash equivalents, investments and accounts receivable. Our revenues and related accounts receivable reflect a concentration of activity with certain customers. We generally do not require collateral or other security to support accounts receivable. We perform periodic credit evaluations of our customers to minimize collection risk on accounts receivable and maintain allowances for potentially uncollectible accounts.A significant portion of our net sales is concentrated with a select number of customers. Sales to our ten largest customers were 58%, 60% and 62% of total net sales in each of 2024, 2023 and 2022, respectively. As of August 30, 2024, one Advanced Computing customer and one Integrated Memory customer each accounted for more than 10% of accounts receivable.Net sales to a number of customers each exceeded 10% of our total net sales in the past three years. Net sales to an Advanced Computing customer were 18%, 23% and 20% of total net sales in 2024, 2023 and 2022, respectively. Additionally, net sales to another Advanced Computing customer were 11% of total net sales in 2022. Net sales to an Integrated Memory customer were 11% of total net sales in 2022. No other customers accounted for more than 10% of our total net sales in 2024, 2023 and 2022.We rely on a limited number of suppliers for a significant portion of our raw materials. Purchases from our two largest suppliers were $0.4 billion, $0.5 billion and $0.9 billion in each of 2024, 2023 and 2022, respectively. As of AugustÂ 30, 2024 and AugustÂ 25, 2023, accounts payable and accrued expenses included $63.4 million and $24.0 million, respectively, for amounts owed to our two largest suppliers in each of 2024 and 2023.Geographic InformationNet sales by geographic area, based on customer ship-to location, were as follows:Year endedAugust 30,2024August 25,2023August 26,2022United States$672,751Â $877,416Â $705,404Â China190,654Â 192,104Â 309,175Â Europe114,298Â 114,118Â 116,278Â Other193,093Â 257,612Â 265,019Â $1,170,796Â $1,441,250Â $1,395,876Â Long-lived assets, including property and equipment and right-of-use assets, by geographic area were as follows:As ofAugust 30,2024August 25,2023United States$116,901Â $127,535Â China37,229Â 42,331Â Malaysia8,660Â 10,324Â Other4,107Â 6,988Â $166,897Â $187,178Â 104Quarterly Financial Data (Unaudited)The table below sets forth selected quarterly financial data from our continuing operations:Q4 FY24Q3 FY24Q2 FY24Q1 FY24Q4 FY23Q3 FY23Q2 FY23Q1 FY23Net sales$311,148Â $300,580Â $284,821Â $274,247Â $316,658Â $344,418Â $388,377Â $391,797Â Gross profit87,086Â 88,906Â 81,934Â 82,850Â 91,585Â 100,480Â 111,008Â 112,098Â Operating income (loss)8,791Â 11,511Â (3,312)1,305Â (1,639)(2,386)(2,077)14,847Â Net income (loss) attributable to Penguin Solutions(24,547)5,616Â (13,620)(11,773)64,841Â (19,648)(33,396)(3,939)Earnings (loss) per share:Basic(0.46)0.11Â (0.26)(0.23)$1.28Â (0.40)(0.68)$(0.08)Diluted(0.46)0.10Â (0.26)(0.23)$1.17Â (0.40)(0.68)$(0.08)Shares used in per share calculations:Basic53,071Â 52,570Â 52,031Â 52,068Â 50,807Â 49,380Â 49,116Â 48,962Â Diluted53,071Â 54,283Â 52,031Â 52,068Â 55,523Â 49,380Â 49,116Â 48,962Â 105REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMTo the Shareholders and the Board of Directors of Penguin Solutions, Inc.Opinion on the Financial StatementsWe have audited the accompanying consolidated balance sheets of Penguin Solutions, Inc. (formerly SMART Global Holdings, Inc.) and subsidiaries (the â€œCompanyâ€) as of AugustÂ 30, 2024 and AugustÂ 25, 2023, the related consolidated statements of operations, comprehensive income (loss), shareholdersâ€™ equity, and cash flows for each of the three years in the period ended AugustÂ 30, 2024, and the related notes, (collectively referred to as the â€œfinancial statementsâ€). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of AugustÂ 30, 2024 and AugustÂ 25, 2023, and the results of its operations and its cash flows for each of the three years in the period ended AugustÂ 30, 2024, in conformity with accounting principles generally accepted in the United States of America.We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Companyâ€™s internal control over financial reporting as of AugustÂ 30, 2024, based on criteria established in Internal Control â€“ Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated OctoberÂ 24, 2024, expressed an unqualified opinion on the Companyâ€™s internal control over financial reporting.Basis for OpinionThese financial statements are the responsibility of the Companyâ€™s management. Our responsibility is to express an opinion on the Companyâ€™s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.Critical Audit MatterThe critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.Revenue Recognition â€“ Refer to the Significant Accounting Policies and Revenue and Customer Contract Balances notes to the financial statementsCritical Audit Matter DescriptionThe Company had $1.17 billion of revenue for the year ended AugustÂ 30, 2024 of which $555 million related to the Advanced Computing segment.A portion of the Companyâ€™s revenue is derived from the sale of customized products. The Company recognizes revenue when control of the underlying assets passes to the customer, which is when the customer is able to direct the use of and obtain substantially all of the remaining benefit from the assets, the customer has the significant risks and rewards associated with ownership of the assets, and the Company has a present right to 106payment. Under the terms of these arrangements, the Company cannot repurpose products without the customerâ€™s consent and accordingly, the Company recognizes revenue at the point in time when products are completed and made available to the customer.A portion of the Companyâ€™s service revenue is from professional services, including installation and other services as well as hardware and software related support. Each contract may contain multiple performance obligations, which requires the transaction price to be allocated to each performance obligation. The Company allocates the consideration to each performance obligation based on the relative selling price, determined as the best estimate of the price at which the Company would transact if it sold the deliverable regularly on a stand-alone basis.We identified both the evaluation of performance obligations and the determination of the timing of recognition as performance obligations are satisfied in certain contracts within the Advanced Computing segment to be a critical audit matter. This required a high degree of auditor judgment and an increased extent of audit effort.How the Critical Audit Matter Was Addressed in the AuditOur audit procedures related to the Companyâ€™s identification of performance obligations and the recognition of revenue as performance obligations are satisfied for the Advanced Computing segment included the following, among others:â€“We tested the effectiveness of internal controls related to revenue for the Advanced Computing segment including those related to the identification of the performance obligations and the recognition of revenue as performance obligations were satisfied.â€“We evaluated managementâ€™s significant accounting policies related to revenue recognition for compliance with generally accepted accounting principles.â€“We selected a sample of contract documents for customers in the Advanced Computing segment and performed the following procedures:â€¢Obtained and read the arrangement with the customer for each selection, including the contract, amendments, purchase order, and other documents (together the â€œcontractual documentsâ€) that were part of the arrangement, each as applicable.â€¢Held inquiries with management outside of accounting, as needed, to identify the performance obligations in the contract and assist in evaluating when performance obligations are satisfied.â€¢Assessed the terms and conditions in the contractual documents and evaluated the appropriateness of managementâ€™s application of their accounting policies in the evaluation of performance obligations and the recognition of revenue as performance obligations are satisfied./s/ DELOITTE & TOUCHE LLPSan Jose, CaliforniaOctoberÂ 24, 2024We have served as the Companyâ€™s auditor since 2014.107Item 9. Changes in and Disagreements With Accountants on Accounting and Financial DisclosureNone.Item 9A. Controls and ProceduresEvaluation of Disclosure Controls and ProceduresAn evaluation was performed under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€)) as of the end of the period covered by this report. Based upon that evaluation, our management, including our principal executive officer and principal financial officer, concluded that our disclosure controls and procedures were effective as of AugustÂ 30, 2024 to provide reasonable assurance that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and (ii) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.Managementâ€™s Annual Report on Internal Control Over Financial ReportingOur management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the Exchange Act.Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control â€“ Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that our internal control over financial reporting was effective as of AugustÂ 30, 2024 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. The effectiveness of our internal control over financial reporting as of AugustÂ 30, 2024 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is included in this Annual Report on Form 10-K.Changes in Internal Control Over Financial ReportingDuring the fourth quarter of fiscal year 2024, there were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.108REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMTo the Shareholders and the Board of Directors of Penguin Solutions, Inc.Opinion on Internal Control over Financial ReportingWe have audited the internal control over financial reporting of Penguin Solutions, Inc. (formerly SMART Global Holdings, Inc.) and subsidiaries (the â€œCompanyâ€) as of AugustÂ 30, 2024, based on criteria established in Internal Control â€“ Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of AugustÂ 30, 2024, based on criteria established in Internal Control â€“ Integrated Framework (2013) issued by COSO.We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended AugustÂ 30, 2024, of the Company and our report dated OctoberÂ 24, 2024, expressed an unqualified opinion on those financial statements.Basis for OpinionThe Companyâ€™s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Managementâ€™s Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Companyâ€™s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.Definition and Limitations of Internal Control over Financial ReportingA companyâ€™s internal control over financial reporting is a process designed 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. A companyâ€™s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the companyâ€™s assets that could have a material effect on the financial statements.Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate./s/ DELOITTE & TOUCHE LLPSan Jose, CaliforniaOctoberÂ 24, 2024109Item 9B. Other InformationOn August 15, 2024, Mark Adams, our President and Chief Executive Officer, adopted a Rule 10b5-1 trading arrangement (the â€œAdams 10b5-1 Planâ€) that is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act. The Adams 10b5-1 Plan provides for the sale of up to 100,000 ordinary shares, subject to pre-established limit prices and daily volume limitations, commencing on February 1, 2025 and continuing until all shares are sold or until August 1, 2025, whichever occurs first.On August 15, 2024, Joseph Clark, our President of Optimized LED, adopted a Rule 10b5-1 trading arrangement (the â€œClark 10b5-1 Planâ€) that is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act. The Clark 10b5-1 Plan provides for the sale of up to (i) 15,000 ordinary shares, plus (ii) 50% of the net ordinary shares which may be acquired by Mr. Clark upon the future vesting of 24,248 restricted share units (net of ordinary shares surrendered to Penguin Solutions to satisfy tax withholding obligations in connection with vesting), each subject to pre-established limit prices, commencing on November 14, 2024 and continuing until all shares are sold or until July 15, 2025, whichever occurs first.During the fiscal quarter ended AugustÂ 30, 2024, no other officers or directors of Penguin Solutions adopted or terminated a â€œRule 10b5-1 trading arrangementâ€ or a â€œnon-Rule 10b5-1 trading arrangementâ€ (in each case, as defined in Item 408 of Regulation S-K).Item 9C. Disclosure Regarding Foreign Jurisdictions That Prevent InspectionsNot applicable.110PART IIIItem 10. Directors, Executive Officers and Corporate GovernanceThe information required by Item 10 is incorporated herein by reference to our 2024 Proxy Statement for our next Annual General Meeting of Shareholders to be filed with the SEC no later than 120 days after AugustÂ 30, 2024.We have adopted a Code of Business Conduct and Ethics that applies to our officers, directors and employees, which is available on our website (www.penguinsolutions.com) under â€œGovernance.â€ The Code of Business Conduct and Ethics is intended to qualify as a â€œcode of ethicsâ€ within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002, as amended, and Item 406 of Regulation S-K. In addition, we intend to promptly disclose on our website (1) the nature of any amendment to our Code of Business Conduct and Ethics that applies to our directors or our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our Code of Business Conduct and Ethics that is granted to a director or one of these specified officers, the name of such person who is granted the waiver and the date of the waiver.Item 11. Executive CompensationThe information required by Item 11 is incorporated herein by reference to our 2024 Proxy Statement for our next Annual General Meeting of Shareholders to be filed with the SEC no later than 120 days after AugustÂ 30, 2024.Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder MattersThe information required by Item 12 is incorporated herein by reference to our 2024 Proxy Statement for our next Annual General Meeting of Shareholders to be filed with the SEC no later than 120 days after AugustÂ 30, 2024.Item 13. Certain Relationships and Related Transactions, and Director IndependenceThe information required by Item 13 is incorporated herein by reference to our 2024 Proxy Statement for our next Annual General Meeting of Shareholders to be filed with the SEC no later than 120 days after AugustÂ 30, 2024.Item 14. Principal Accountant Fees and ServicesThe information required by Item 14 is incorporated herein by reference to our 2024 Proxy Statement for our next Annual General Meeting of Shareholders to be filed with the SEC no later than 120 days after AugustÂ 30, 2024.111PART IVItem 15. Exhibits and Financial Statement Schedules(a)The following documents are filed as part of this report:1.Financial Statements. See â€œPART II â€“ Item 8. Financial Statements and Supplementary Data.â€2.Financial Statement Schedules. Certain financial statement schedules have been omitted since they are either not required, not applicable or the information is otherwise included.3.Exhibits. See â€œIndex to Exhibitsâ€ below.INDEX TO EXHIBITSÂ Â Â Incorporated by ReferenceExhibitNo.DescriptionFiledHerewithFormFile

No.ExhibitFilingDate2.1Agreement and Plan of Merger, dated as of June 8, 2018, by and among SMART Global Holdings, Inc., Glacier Acquisition Sub, Inc., Penguin Computing, Inc. and Fortis Advisors LLCÂ 8-K001-381022.0106/11/20182.2Stock Purchase Agreement, dated as of July 8, 2019, by and among Artesyn Embedded Computing, Inc., Pontus Intermediate Holdings II, LLC, Pontus Holdings, LLC and SMART Global Holdings, Inc.Â 8-K001-381022.107/12/20192.3*Asset Purchase Agreement, dated as of October 18, 2020, by and among Chili Acquisition, Inc., SMART Global Holdings, Inc. and Cree, Inc.Â 8-K001-381022.103/03/20212.4*Amendment to Asset Purchase Agreement dated March 1, 2021, between Cree, Inc., SMART Global Holdings, Inc. and CreeLED, Inc.Â 8-K001-381022.203/03/20212.5*Share Purchase Agreement, dated as of June 28, 2022, by and among SMART Global Holdings, Inc., a Cayman Islands exempted company, Storm Private Holdings I Ltd., a Cayman Islands exempted company, and Storm Private Investments LP, a Cayman Islands exempted limited partnership 8-K001-381022.108/29/20222.6*Stock Purchase Agreement, dated as of June 13, 2023, by and among SMART Modular Technologies (LX) S.Ã .r.l., a sociÃ©tÃ© Ã responsabilitÃ© limitÃ©e governed by the laws of Grand Duchy of Luxembourg, Lexar Europe B.V., a company organized under the laws of The Netherlands, Shenzhen Longsys Electronics Co., Ltd., a company limited by shares governed by the laws of the Peopleâ€™s Republic of China, solely with respect to certain provisions therein, Shanghai Intelligent Memory Semiconductor Co., Ltd., a limited liability company governed by the laws of the Peopleâ€™s Republic of China, and, solely with respect to certain provisions therein, SMART Global Holdings, Inc., a Cayman Islands exempted company8-K001-381022.106/13/20232.7*Letter Agreement, dated as of October 24, 2023, to that certain Stock Purchase Agreement, dated as of June 13, 2023, by and among SMART Modular Technologies (LX) S.Ã .r.l., a sociÃ©tÃ© Ã responsabilitÃ© limitÃ©e governed by the laws of Grand Duchy of Luxembourg, Lexar Europe B.V., a company organized under the laws of The Netherlands, Shenzhen Longsys Electronics Co., Ltd., a company limited by shares governed by the laws of the Peopleâ€™s Republic of China, solely with respect to certain provisions therein, Shanghai Intelligent Memory Semiconductor Co., Ltd., a limited liability company governed by the laws of the Peopleâ€™s Republic of China, and, solely with respect to certain provisions therein, SMART Global Holdings, Inc., a Cayman Islands exempted company10-Q001-381022.101/09/20243.1Third Amended and Restated Memorandum and Articles of Association of Penguin Solutions, Inc.Â 8-K001-381023.110/15/20244.1Description of the Registrantâ€™s Securities Registered Pursuant to Section 12 of the Exchange Act of 193410-K001-381024.110/25/20211124.2Indenture, dated February 11, 2020, between SMART Global Holdings, Inc. and U.S. Bank National Association, as TrusteeÂ 8-K001-381024.102/11/20204.3Form of 2.25% Convertible Senior Notes due 2026 (included as Exhibit A to the Indenture filed as Exhibit 4.2)Â 8-K001-381024.102/11/20204.4First Supplemental Indenture with respect to 2.25% Convertible Senior Notes due 2026, dated August 26, 2022, between SMART Global Holdings, Inc. and U.S. Bank Trust Company, National Association, as Trustee8-K001-381024.108/29/20224.5Indenture, dated as of January 23, 2023, between SMART Global Holdings, Inc. and U.S. Bank Trust Company, National Association, as Trustee8-K001-381024.101/23/20234.6Form of certificate representing the 2.000% Convertible Senior Notes due 2029 (included as Exhibit A to the Indenture filed as Exhibit 4.5)8-K001-381024.201/23/20234.7Indenture, dated as of August 6, 2024, between SMART Global Holdings, Inc. and U.S. Bank Trust Company, National Association, as Trustee8-K001-381024.108/06/20244.8Form of certificate representing the 2.00% Convertible Senior Notes due 2030 (included as Exhibit A to the Indenture filed as Exhibit 4.7)8-K001-381024.208/06/202410.1**SMART Global Holdings, Inc. Amended and Restated 2017 Share Incentive PlanÂ 10-Q001-3810210.106/29/201710.2**Amendment to the SMART Global Holdings, Inc. Amended and Restated 2017 Share Incentive PlanÂ DEF14A001-38102Exhibit A12/14/201810.3**Amendment to the SMART Global Holdings, Inc. Amended and Restated 2017 Share Incentive PlanÂ DEF14A001-38102Exhibit A12/21/202010.4**SMART Global Holdings, Inc. 2021 Inducement Plan (effective as of February 15, 2021)Â 8-K001-3810299.101/22/202110.5**Form of Restricted Share Unit Award Agreement Under the SMART Global Holdings, Inc. 2021 Inducement PlanÂ 10-Q001-3810210.504/06/202110.6**SMART Global Holdings, Inc. 2018 Employee Share Purchase PlanÂ S-8333-24961999.310/22/202010.7**Offer Letter by and between SMART Global Holdings, Inc. and Mark Adams, dated August 12, 2020Â 8-K001-3810210.108/13/202010.8**Amended and Restated Employment Agreement between SMART Modular Technologies, Inc. and Jack PachecoÂ 10-Q001-3810210.203/22/201810.9**Offer Letter by and between SMART Global Holdings, Inc. and Ken Rizvi, dated January 31, 2021Â 8-K001-3810210.102/02/202110.10**Form of Indemnification Agreement entered into with each of the Registrantâ€™s officers and directorsS-1/A333-21753910.105/11/201710.11**Amended and Restated Offer Letter by and between SMART Global Holdings, Inc. and David Laurello, dated June 27, 202310-K001-3810210.1110/20/202310.12**Offer Letter by and between SMART Global Holdings, Inc. and Joseph Clark, dated September 6, 202210-Q001-3810210.104/09/202410.13**Transition and Separation Agreement by and between SMART Global Holdings, Inc. and David Laurello, dated April 6, 202410-Q001-3810210.107/09/202410.14**Offer Letter by and between SMART Global Holdings, Inc. and Nathan Olmstead, dated June 18, 202410-Q001-3810210.207/09/202410.15**Amended and Restated Offer Letter by and between SMART Global Holdings, Inc. and Peter Manca, dated May 23, 2024X10.16**Independent Director Compensation PolicyX10.17Form of Confirmation for the Base Capped Call Transactions8-K001-3810299.102/11/202010.18Form of Confirmation for the Additional Capped Call Transactions8-K001-3810299.202/11/202010.19Promissory Note, dated March 1, 2021, made by SMART Global Holdings, Inc. in favor of CreeLED, Inc.8-K001-3810210.103/03/202110.20Form of Earnout Note8-K001-3810210.203/03/202111310.21Credit Agreement, dated as of February 7, 2022, by and among SMART Global Holdings, Inc., SMART Modular Technologies, Inc., the lenders party thereto and Citizens Bank, N.A., as Administrative Agent, Collateral Agent and an Issuing Bank8-K001-3810210.102/08/202210.22Promissory Note, dated June 24, 2022, made by CreeLED, Inc. in favor of Wolfspeed, Inc.8-K001-3810210.106/29/202210.23***First Amendment to Credit Agreement, dated as of August 29, 2022, by and among SMART Global Holdings, Inc., SMART Modular Technologies, Inc., the lenders party thereto and Citizens Bank, N.A., as administrative agent, and acknowledged and agreed to by the subsidiary loan parties party thereto8-K001-3810210.108/29/202210.24Form of confirmation for the Capped Call Transactions8-K001-3810210.101/23/202310.25Securities Purchase Agreement, dated July 14, 2024, by and between SK Telecom Co., Ltd. and SMART Global Holdings, Inc.8-K001-3810210.107/16/202410.26Second Amendment to Credit Agreement, dated as of July 30, 2024, by and among SMART Global Holdings, Inc., SMART Modular Technologies, Inc., the lenders party thereto and Citizens Bank, N.A., as administrative agent, and acknowledged and agreed to by the subsidiary loan parties party theretoX10.27Third Amendment to Credit Agreement, dated as of August 21, 2024, by and among SMART Global Holdings, Inc., SMART Modular Technologies, Inc., the lenders party thereto and Citizens Bank, N.A., as administrative agent, and acknowledged and agreed to by the subsidiary loan parties party theretoX10.28Form of Confirmation for the Base Capped Call Transactions8-K001-3810210.108/06/202410.29Form of Confirmation for the Additional Capped Call Transactions8-K001-3810210.108/14/202419.1Insider Trading and Confidentiality Policy of the RegistrantX21.1List of Subsidiaries of RegistrantX23.1Consent of Independent Registered Public Accounting FirmX24.1Power of Attorney (contained in the signature page to this Annual Report on Form 10-K)X31.1Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002X31.2Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002X32.1****Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002X32.2****Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002X97.1Clawback Policy of the RegistrantX97.2Policy for Recovery of Erroneously Awarded Compensation of the RegistrantX101.INSInline XBRL Instance Document â€“ the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL documentX101.SCHInline XBRL Taxonomy Extension Schema DocumentX101.CALInline XBRL Taxonomy Extension Calculation Linkbase DocumentX101.DEFInline XBRL Taxonomy Extension Definition Linkbase DocumentX114101.LABInline XBRL Taxonomy Extension Label Linkbase DocumentX101.PREInline XBRL Taxonomy Extension Presentation Linkbase DocumentX104Cover Page Interactive Data File (embedded within the Inline XBRL document)X*Portions of this exhibit have been omitted pursuant to Rule 601(b)(2) of Regulation S-K. The omitted information is not material and would likely cause competitive harm to the registrant if publicly disclosed.**Constitutes a management contract or compensatory plan or arrangement.***The schedules and exhibits have been omitted from this filing pursuant to Item 601(b)(10)(iv) of Regulation S-K. Registrant will furnish copies of such exhibits and schedules to the Securities and Exchange Commission upon request.****The certifications attached as Exhibit 32.1 and Exhibit 32.2 that accompany this Annual Report are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report, irrespective of any general incorporation language contained in such filing.Item 16. Form 10-K SummaryNot applicable.115SIGNATURESPursuant to the requirements of Section 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.Penguin Solutions, Inc.Date: OctoberÂ 24, 2024By:/s/ Mark AdamsMark AdamsPresident and Chief Executive OfficerDate: OctoberÂ 24, 2024By:/s/ Nate OlmsteadNate OlmsteadSenior Vice President and Chief Financial OfficerPOWER OF ATTORNEY AND SIGNATURESKNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mark Adams, Nate Olmstead and Anne Kuykendall, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated./s/ Mark AdamsPresident, Chief Executive Officer and DirectorOctober 24, 2024Mark Adams(Principal Executive Officer)Â /s/ Nate OlmsteadSenior Vice President and Chief Financial OfficerOctober 24, 2024Nate Olmstead(Principal Financial and Accounting Officer)Â /s/ Penelope HerscherChairperson of the Board of DirectorsOctober 24, 2024Penelope HerscherÂ Â /s/ Randy FurrDirectorOctober 24, 2024Randy FurrÂ Â /s/ Bryan IngramDirectorOctober 24, 2024Bryan IngramÂ Â /s/ Sandeep NayyarDirectorOctober 24, 2024Sandeep NayyarÂ Â /s/ Mark PapermasterDirectorOctober 24, 2024Mark Papermaster/s/ Mary PumaDirectorOctober 24, 2024Mary Puma/s/ Maximiliane StraubDirectorOctober 24, 2024Maximiliane StraubÂ Â 116 EX-10.15 2 pengq4-24form10xkex1015.htm EX-10.15 DocumentExhibit 10.15May 23, 2024Peter MancaDear Peter,You and SMART Global Holdings, Inc. (â€œSGHâ€ and, together with its subsidiaries and affiliates, the â€œCompanyâ€) are parties to an offer letter dated February 21, 2024 (the â€œPrior Offer Letterâ€), which sets forth the terms of your employment with SGH. This amended and restated offer letter (this â€œOffer Letterâ€) sets forth the terms of your continued employment with SGH effective as of May 23, 2024 (the â€œEffective Dateâ€), and amends, restates, and supersedes the Prior Offer Letter in its entirety. Effective as of the Effective Date, you will serve in the exempt position of President, Intelligent Platform Solutions, reporting to me as the Chief Executive Officer of SGH, and based at our Maynard, Massachusetts location, and the terms of your employment with SGH are as follows.1.Term. Your employment hereunder will commence on April 8, 2024 (the â€œStart Dateâ€) and continue until terminated pursuant to Section 6 below (the â€œTermâ€). You will have duties and responsibilities consistent with your position. During the Term, you will devote your full business time and attention to the performance of your duties for the Company, and you will not engage in any other business, profession or occupation for compensation or otherwise without the prior written consent of the Chief Legal Officer or Chief Executive Officer of the Company; provided that you may participate in civic or charitable activities as long as such activities do not interfere with the performance of your responsibilities hereunder.2.Base Salary. During the Term, you will receive an annualized base salary of $500,000 per year (the â€œBase Salaryâ€), payable in accordance with the normal payroll policies of the Company and subject to the usual withholdings and deductions. You agree to serve, without additional compensation, if requested by the Company, as an officer and/or director of any other member of the Company Group (as defined in ExhibitÂ A).3.Performance Bonus. Subject to the achievement of the applicable performance goals and methodologies determined by the Board of Directors of SGH (the â€œBoardâ€) in its sole discretion, you will be entitled to participate in the Companyâ€™s annual bonus program pursuant to which you will be eligible to earn an annual bonus (the â€œAnnual Bonusâ€) with a target amount equal to 100% of the Base Salary. The actual bonus payable is contingent upon achievement of pre-defined goals for the Company and is subject to Board and management approval. The Annual Bonus, if any, earned for a fiscal year will be paid no later than two and one-half (2Â½) months following the end of the fiscal year to which the Annual Bonus relates. Your Annual Bonus is expected to be determined on an annual basis. The Company and/or the Board will have the right, but not the obligation, at its sole discretion, to amend, modify or terminate any bonus program, including changes to (i) the performance period of the Annual Bonus, (ii) the performance goals and methodologies of calculating bonus achievement, and/or (iii) the Companyâ€™s fiscal year. Your individual payout is adjusted by your managerâ€™s rating of your individual performance. Bonuses are not considered as earned until bonus payment and are only Page 1 of 8earned if you are employed continually through the date of bonus payment. You must be employed and working (not on any form of leave) for no less than 50% of the working days in any performance period to be eligible for a bonus with respect to such performance period. Notwithstanding the foregoing, if you commence employment with the Company no later than April 8, 2024, and continue in employment with the Company through the date that the Company pays annual bonuses to its other executives for fiscal 2024, then you will be paid a prorated fiscal 2024 Annual Bonus equal to 100% of your Base Salary, prorated based on the number of days you were employed by the Company and working (not on any form of leave) in fiscal 2024.4.Equity Awards. As an inducement to your agreeing to the employment contained herein, on or as soon as reasonably practical after your Start Date, you will be eligible to receive the equity awards described in ExhibitÂ B subject to the terms of the applicable SGH award agreements and the SGH 2021 Inducement Plan (as amended from time to time, the â€œStock Planâ€). Starting in the fiscal year after your Start Date, you will also be eligible to participate in SGHâ€™s equity compensation refresh program in a manner generally consistent with other similarly-situated executives, as determined by the Board, or the Compensation Committee of the Board, from time to time.5.Benefits. During the Term, you will be eligible to participate in employee benefit plans and programs that are available to similarly-situated senior executive officers of SGH from time to time; provided that the Company may terminate or modify any benefit plan or program at any time in its discretion. Any requested details about the Companyâ€™s employee benefit plans and programs, including but not limited to the Companyâ€™s 401(k) plan, will be provided to you as soon as reasonably practicable after the Start Date.6.Termination of Employment. Your employment may be terminated by you or the Company for any reason (including, without limitation, with or without Cause (as defined in Exhibit A)), at any time. Neither you nor your estate, as applicable, will accrue any additional compensation (including, without limitation, any Base Salary or Annual Bonus) or other benefits following any termination of your employment other than as set forth in this Offer Letter.(a)If your employment is terminated due to your death or Disability (as defined in ExhibitÂ A), then you will only be entitled to receive (i) your Base Salary through the date of termination (the â€œAccrued Salaryâ€), which will be paid within 15 days following the date of termination or such earlier date as may be required by law, (ii) any other accrued and vested employee benefits that are required to be paid to you under the Companyâ€™s employee benefit plans and in accordance with the Companyâ€™s policies, excluding for the avoidance of doubt, any severance plans, policies or programs (the â€œAccrued Benefitsâ€), and (iii) any earned (without regard to the requirement of continued employment through the payment date) but unpaid annual bonus for any fiscal year preceding the fiscal year in which the date of termination occurs (the â€œAccrued Bonusâ€ and, collectively with the Accrued Salary and the Accrued Benefits, the â€œAccrued Amountsâ€), which will be paid at the same time as bonuses are paid to other senior executive officers, generally. Page 2 of 8(b)If your employment is terminated by the Company without Cause (and other than due to your death or Disability) or if you resign from your employment for Good Reason (as defined in Exhibit A), in each case outside a Change in Control Protection Period (as defined in Exhibit A), then you will be entitled to the Accrued Amounts and, subject to SectionÂ 8 below, the following additional payments and benefits: (i) an aggregate amount equal to 75% of your then-current Base Salary (the â€œCash Severanceâ€), payable in accordance with the schedule set forth in Section 8, below; (ii) to the extent any Annual Bonus could be earned in the fiscal year in which the termination occurs under the terms of the Companyâ€™s annual bonus program, but such Annual Bonus has not yet been earned, a prorated bonus (based on the Boardâ€™s determination of Company performance through the date of termination), prorated based on the number of days you were employed by the Company during such fiscal year, payable at the same time as bonuses for such fiscal year are paid to the Companyâ€™s other executives (the â€œPro-Rated Bonusâ€); and (iii) to the extent that you and/or members of your family are covered under Company-provided health plans, payment or reimbursement of health benefit continuation coverage under COBRA or otherwise (â€œHealth Care Continuationâ€) from the termination date through the earlier of (x) 9 months following the termination date or (y) the date you become eligible for health benefits with another employer, which will be paid no later than the due date of payments for such coverage.(c)If, during the Change in Control Protection Period, (i) your employment is terminated by the Company without Cause (and other than due to your death or Disability) or (ii) you resign from employment for Good Reason, then, in lieu of any payments or benefits pursuant to Section 6(b) above, you will be entitled to the Accrued Amounts and, subject to Section 8 below, the following

additional payments and benefits: (i) an aggregate amount equal to 150% of your then-current Base Salary plus an amount equal to 150% of the Annual Bonus paid or payable for the most recently completed fiscal year (together, the â€œChange in Control Cash Severanceâ€), payable in accordance with the schedule set forth in Section 8 below; (ii) a Pro-Rated Bonus; (iii) Health Care Continuation from the termination date through the earlier of (x) 18 months following the termination date or (y) the date you become eligible for health benefits with another employer, which will be paid no later than the due date of payments for such coverage; and (iv) except to the extent otherwise specifically provided in the award agreement governing any particular equity award, 100% vesting of all outstanding equity awards (including, without limitation, any equity awards subject to performance conditions, after giving application to Section 7 below).(d)If your employment is terminated or you resign for any reason other than as described in clauses (a) through (c) above, you will not be entitled to any payments or benefits, other than the Accrued Salary and the Accrued Benefits.7.Treatment of Performance-Based Equity on Change in Control. Except to the extent otherwise specifically provided in the award agreement governing any particular equity award, upon a Change in Control (as defined in Exhibit A), to the extent you hold any equity awards that remain subject to issuance or vesting based on performance (the â€œPerformance Awardsâ€), to the extent not already vested, a prorated portion of the Page 3 of 8Performance Awards (based on the Boardâ€™s determination of performance measured through the Change in Control), prorated through the date of the Change in Control, will become issued and/or vested upon the Change in Control, and the remainder of the Performance Awards (the â€œRemainder Awardsâ€) will issue and/or vest in equal monthly installments over the remainder of the original performance period (unless accelerated under SectionÂ 6 above); provided that if the successor to SGH does not assume or substitute the Remainder Awards with a substantially equivalent award, the full amount of the Remainder Awards will become issued and/or vested upon the Change in Control. Notwithstanding the foregoing, in the event that any of the Performance Awards are subject to Section 409A of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€) and the issuance of such Performance Awards in accordance with this Section 7 would violate Section 409A of the Code, then the Performance Awards will vest in accordance with this Section 7 but shall be issued in accordance with the schedule set forth in the original award agreement to the extent required to comply with Section 409A of the Code. 8.Termination Payment Matters. Any payments or benefits made pursuant to Section 6 above, other than the Accrued Salary and the Accrued Benefits, will be subject to your execution, delivery and non-revocation of an effective release of all claims against the Company, in a form provided by the Company (the â€œReleaseâ€), within the 60-day period following the date that your employment terminates (such 60-day period, the â€œRelease Periodâ€). The Cash Severance or Change in Control Cash Severance, as applicable, will be paid in accordance with the Companyâ€™s regular payroll practices in substantially equal installments over the twelve-month period following the date of termination; provided that the first installment will be paid on the first or second Company payroll date following the date on which the Release has become effective and irrevocable; provided further, if the Release Period spans two calendar years, then the first installment of the severance pay will commence on the first or second Company payroll date that occurs in the second calendar year. Any installments that otherwise would have been paid prior to the date on which the first installment is paid will instead be paid on the first installment payment date. Upon the termination of your employment for any reason, you agree to resign, as of the date of your termination and to the extent applicable, from the Board (and any committees thereof) and all other boards of directors (and any committees thereof), officer, and other fiduciary positions of or relating to each member of the Company Group. During the Term and at any time thereafter, you agree to cooperate (i) with the Company in the defense of any legal matter involving any matter that arose during your employment with any member of the Company Group and (ii) with all government authorities on matters pertaining to any investigation, litigation or administrative proceeding pertaining to any member of the Company Group; provided that the Company will reimburse you for any reasonable travel and out of pocket expenses you incur in providing such cooperation. You will promptly notify the Company if you become eligible for health benefits with another employer while still receiving payments or benefits hereunder.9.Certain Obligations. You hereby affirm your continuing obligations under the Employment, Confidential Information and Invention Assignment Agreement between you and the Company, and the Arbitration and Class Action Waiver Agreement between you and the Company. At all times, you will be subject to, and abide by, all applicable Company policies and requirements, including but not limited to those relating to Page 4 of 8expense reimbursement, insider trading, stock ownership guidelines, corrupt practices, technology, publicity, safety, discrimination, and harassment.10.Representations. By signing and accepting this Offer Letter, you represent and warrant to the Company that: (i) you are not subject to any pre-existing contractual or other legal obligation with any person, company or business enterprise which would prohibit or restrict your employment with, or your providing services to, the Company as its employee; and (ii) you will not use in the course of your employment with the Company and to the benefit of the Company, any confidential or proprietary information of another person, company or business enterprise to whom you currently provide, or previously provided, services.11.At Will Employment. You understand that your employment is â€œat willâ€ at all times, which means that you or the Company may terminate your employment at any time, for any reason or no reason at all. This Offer Letter does not constitute, and may not be construed as, a commitment for employment for any specific duration.12.Miscellaneous. No provision of this Offer Letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by you and another duly authorized signatory of SGH. This Offer Letter is not assignable by you, and it will governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without reference to principles of conflict of laws. Any legal proceeding involving this Offer Letter must be brought in the Commonwealth of Massachusetts. The parties agree and consent to both jurisdiction and venue in Massachusetts. The Companyâ€™s obligation to pay or provide any amounts or benefits hereunder is subject to set-off, counterclaim or recoupment of any amounts you owe to any member of the Company Group (except to the extent any such action would violate, or result in the imposition of tax under, SectionÂ 409A of the Code). This Offer Letter (together with its exhibits and schedules, as well as other documents and agreements to the extent referenced herein) constitutes the entire agreement between the parties as of the date hereof regarding the terms of your employment and supersedes all previous agreements and understandings with respect to the subject matter hereof, whether written or oral, including the Prior Offer Letter. Any compensation paid to you by any member of the Company Group which is subject to recovery under any Company policy, law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made thereby (or by any policy adopted by any member of the Company Group). The Company is entitled to withhold from any payment due to you any amounts required to be withheld by applicable laws or regulations.13.409A Matters. This Offer Letter is intended to comply with SectionÂ 409A of the Code or one or more exemptions therefrom. Without limiting the foregoing, if on the date of termination of employment you are a â€œspecified employeeâ€ (within the meaning of SectionÂ 409A of the Code), then to the extent required in order to comply with SectionÂ 409A of the Code, amounts that constitute â€œnonqualified deferred compensationâ€ (as defined in SectionÂ 409A of the Code) and are not otherwise exempt from SectionÂ 409A of the Code that would otherwise be payable during the six-month period immediately following the termination date will instead be paid (without interest) on the earlier of (i) the first business day after the date that is six months following the Page 5 of 8termination date or (ii) your death. All references herein to â€œtermination dateâ€ or â€œtermination of employmentâ€ mean â€œseparation from serviceâ€ as an employee within the meaning of SectionÂ 409A of the Code. It is intended that each installment of payments hereunder constitutes a separate â€œpaymentâ€ for purposes of SectionÂ 409A of the Code. To the extent that any provision hereof is ambiguous as to its compliance with SectionÂ 409A of the Code, the provision will be interpreted so that all payments hereunder comply with SectionÂ 409A of the Code or one or more exemptions therefrom. To the extent any expense reimbursement or in-kind benefit is subject to SectionÂ 409A of the Code, (1) the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit in one calendar year will not affect the expenses eligible for reimbursement in any other taxable year, (2) in no event will any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expenses, and (3) in no event will any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. The Company makes no representation or warranty that, and will have no liability to you or any other person if, any payments or benefits are determined to constitute deferred compensation subject to SectionÂ 409A of the Code but do not satisfy the conditions thereof or an exemption therefrom.14.280G Matters. If payments or benefits owed to you by the Company are considered â€œparachute paymentsâ€ under SectionÂ 280G of the Code, then such payments will be limited to the greatest amount which may be paid to you under SectionÂ 280G of the Code without causing any loss of deduction to the Company thereunder, but only if, by reason of such reduction, the net after tax benefit to you exceeds the net after tax benefit to you if such reduction were not made (in each case, taking into account all applicable income, employment, and excise taxes). These determinations will be made at the Companyâ€™s expense by a nationally recognized certified public accounting firm designated by the Company and reasonably acceptable to you (the â€œAccounting Firmâ€). In the event of any mistaken underpayment or overpayment under this SectionÂ 14, as determined by the Accounting Firm, the amount thereof will be paid to you or refunded to the Company, as applicable, but only to the extent any such refund would result in (i) no portion of such payments being subject to the excise tax imposed by SectionÂ 4999 of the Code and (ii) a dollar-for-dollar reduction in your taxable income and wages for purposes of all applicable income and employment taxes, with interest at the applicable Federal rate for purposes of SectionÂ 7872(f)(2) of the Code. Any reduction in payments required by this SectionÂ 14 will, to the extent possible, be made in a manner does not violate the provisions of SectionÂ 409A of the Code and will occur in the following order: (1) any Cash Severance, (2) any other cash amount, (3) any benefit valued as a â€œparachute payment,â€ and (4) the acceleration of vesting of any equity-based awards, in each case, with payments to be paid later in time reduced first.[Remainder of Page Intentionally Left Blank]Page 6 of 8To confirm your acceptance of this Offer Letter, please sign below. I look forward to your positive response.Sincerely,/s/ Mark AdamsÂ Â Â Â Mark Adams President & CEOAccepted and Agreed:/s/ Peter J. MancaÂ Â Â Â Peter MancaPage 7 of 8Exhibit ADefinitionsâ€œCauseâ€ means the occurrence of one or more of the following, as determined in good faith by the Board: (A) your act of fraud or material dishonesty against any member of the Company Group which the Board reasonably determines had or will have a materially detrimental effect on the reputation or business of any member of the Company Group, (B) your conviction of, or plea of nolo contendere to, (i) a felony (excluding minor traffic offenses) or (ii) any other crime which the Board reasonably determines had or will have a materially detrimental effect on the reputation or business of any member of the Company Group, (C) your intentional or gross misconduct, (D) your willful improper disclosure of confidential information, (E) your action or conduct that causes material harm to any member of the Company Group (including, without limitation, the reputation of any member of the Company Group), or that otherwise brings you or any member of the Company Group into public disrepute, (F) your material violation of any policy of any member of the Company Group (including, without limitation, any policy relating to discrimination, sexual harassment or misconduct), or of this Offer Letter (or any other material agreement between you and any member of the Company Group), after written notice from the Company, and a reasonable opportunity of not less than 30 days to cure (to the extent curable) such violation, (G) your failure to reasonably cooperate with any member of the Company Group in any investigation or formal proceeding, or (H) your continued material violations of your duties, or repeated material failures or material inabilities to perform any reasonably assigned duties (other than due to your Disability), after written notice from the Board and a reasonable opportunity of not less than 30 days to cure (to the extent curable) such violations, failures or inabilities (and during which time you will be given a reasonable opportunity to address any issues with the Board).â€œChange in Controlâ€ has the meaning set forth in the Stock Plan.â€œChange in Control Protection Periodâ€ means the period beginning 2 months prior to and ending 12 months following a Change in Control.â€œCompany Groupâ€ means SGH and each of its subsidiaries.â€œDisabilityâ€ means your inability, due to physical or mental incapacity, to perform your duties under this Offer Letter with substantially the same level of quality as immediately prior to such incapacity for a period of 90 consecutive days or 120 days during any consecutive six-month period. In conjunction with determining Disability for purposes of this Offer Letter, you hereby (i) consent to any such examinations which are relevant to a determination of whether you are mentally and/or physically disabled and (ii) agree to furnish such medical information as may be reasonably requested.â€œGood Reasonâ€ means the occurrence, without your written consent, of any of the following events: (A) a material reduction in the nature or scope of your responsibilities, duties or authority from those contemplated by the title offered in this Offer Letter, (B) a material reduction in your then-current Base Salary (other than due to a general salary reduction program), (C) you cease to report to the Chief Executive Officer of SGH, or (D) you are required to permanently relocate your primary home residence as a result of the Companyâ€™s relocation of your primary office location outside a 50-mile radius of the Companyâ€™s current offices in Maynard, Massachusetts; provided that any such event described in clauses (A) through (D) above will not constitute A-1Good Reason unless (i) you deliver to the Board a notice of termination for Good Reason within 90 days after you first learn of the existence of the circumstances giving rise to Good Reason, (ii) within 30 days following the delivery of such notice of termination for Good Reason, the Company has failed to cure the circumstances giving rise to Good Reason, and (iii) following such failure to cure, you resign your employment within 30 days thereof. [Remainder of Page Intentionally Left Blank]A-2Exhibit BInitial Equity AwardsThe terms of your initial equity awards will be consistent with those set forth in the summary below. Your initial equity awards will be subject to the terms and conditions set forth in the Stock Plan and an award agreement issued to you in connection with each grant (collectively, the â€œAward Documentationâ€), which will supersede and replace the summary set forth below.1.Time-Based RSU Award. On the Start Date or as soon as reasonably practicable thereafter, you will be granted restricted share units to acquire a number of ordinary shares of SGH with an aggregate value of $2,000,000, based on the trailing average closing price of an ordinary share of SGH over the 30 trading days ending on and including the trading day preceding the date on which the Compensation Committee of the Board approves the award (the â€œRSUsâ€). Subject to your continued service through each vesting date, (i) 25% of the RSUs will vest in an open trading window approximately one year after the grant date and (ii) the remainder of the RSUs will vest in equal quarterly installments (equal to 1/16th of the total number of RSUs) in an open trading window approximately every three months thereafter (through the final vesting date on approximately the fourth annual anniversary of the grant date). Open trading windows typically occur in the second half of every January, April, July and October. Any fraction of a share that vests on any vesting date will be rounded down to the next whole number, with any such fraction added to the portion of the shares that vests on the subsequent vesting date. The RSUs will be subject to vesting acceleration upon a qualifying termination of your service following a Change in Control, as set forth in and subject to the terms of the Offer Letter.2.Performance-Based RSU Award. On the Start Date or as soon as reasonably practicable thereafter, you will be granted performance-based restricted share units to acquire a number of ordinary shares of SGH with an aggregate value of $2,000,000, based on the trailing average closing price of an ordinary share of SGH over the 30 trading days ending on and including the trading day preceding the date on which the Compensation Committee of the Board approves the award (the â€œPRSUsâ€). The PRSUs will vest subject to (i) the achievement of Company total shareholder return goals relative to the Russell 2000 Index over a three-year performance period, in each case, that will be established by the Compensation Committee of the Board on the date of approval of the PRSUs, and (ii) continued service through the end of the performance period. The PRSUs will be subject to pro-rata vesting acceleration upon a Change in Control, as set forth in and subject to the terms of the Offer Letter.B-1 EX-10.16 3 pengq4-24form10xkex1016.htm EX-10.16 DocumentExhibit 10.16PENGUIN SOLUTIONS, INC.INDEPENDENT DIRECTOR COMPENSATION POLICYThe Board of Directors (the â€œBoardâ€) of Penguin Solutions, Inc. (the â€œCompanyâ€) has approved the compensation policy for independent directors as set forth below unless and until otherwise amended by the Board (or a committee delegated authority by the Board). The equity portions of the compensation shall be issued under the Companyâ€™s Amended and Restated 2017 Share Incentive Plan (as may be hereafter amended, the â€œPlanâ€) and subject to the limitations approved by the Companyâ€™s shareholders as set forth in Section 4(c) of the Plan:1.Â Â Â Â Cash Compensation. Each of the Company's independent directors will receive the cash payments set forth below (subject to any limitations in place from time to time under any financing arrangements binding on the Company) unless waived by such director. There will be no separate fees for attending meetings.Board & Committee Annual RetainersChairMemberBoard$110,000$60,000Audit Committee$30,000$10,000Compensation Committee$20,000$7,500Nominating & Corporate Governance Committee$15,000$5,000Cybersecurity & Technology Risk Management Committee$15,000$5,000Annual retainers will be paid 25% each fiscal quarter in arrears to be paid within 10 working days after the end of each fiscal quarter. Compensation for any other committees will be determined by the Board from time to time.2.Â Â Â Â Equity Awards. The Company's independent directors will receive the following equity awards:a)Effective as of the first date of Board service, an automatic initial grant of restricted share units (â€œInitial RSUsâ€), the quantity of which shall be determined as follows (rounded down to the next full share):($10,000 per month for the number of months from the first day of the calendar month of appointment to the Board, through and including January 31st of the second January after appointment occurs (the â€œInitial RSU Periodâ€)) divided by (the closing price of the Company's ordinary shares, as reported on the appropriate exchange, at the close of trading on the last trading day immediately prior to the date of grant)Page 1 of 3 Â Â Â Â Â Â Â Â Â Â Â Â Independent Director Compensation Policy Â Â Â Â Â Â Â Â Â Â Â Â Rev. Oct. 2024By way of example, if an independent director is appointed to the Board any day in the month of September 2020, then the number of shares in the Initial RSUs will be ($10,000 multiplied by the seventeen months of September 2020 through and including January 2022) divided by (the closing price of the Company's ordinary shares at the close of trading on the last trading day immediately before the date of grant).For purposes of this Section 2, if an

independent director is appointed to the board during the month of January, then the month of appointment will count as the first of the two Januaries.b)On an annual basis, additional restricted share units (â€œAnnual RSUsâ€), the quantity of which shall be determined as follows:$175,000 divided by the closing price of the Company's ordinary shares, as reported on the appropriate exchange, at the close of trading on the last day of trading occurring immediately prior to the date of grantThe Annual RSUs will be granted automatically as of the first Friday following the annual meeting of the shareholders of the Company, to independent directors who have served on the Board for at least twelve months as of the grant date (with any portion of a month counting as a full month for purposes of determining if the independent director served for twelve months). If the annual meeting of the shareholders occurs on a Friday, then the Annual RSUs will be granted as of the date of the annual meeting of the shareholders.c)Initial RSUs and Annual RSUs granted to independent directors will have the following terms:1)Initial RSUs will vest as follows: (i) on the first annual anniversary of the grant date, the number of shares to vest will be equal to the total number of shares covered by the Initial RSUs multiplied by a fraction, the numerator of which is twelve and the denominator of which is the number of months in the Initial RSU Period; and (ii) the balance of the shares in the Initial RSUs will vest on the 31st day of the second January occurring after the initial appointment to the Board.2)Annual RSUs will vest in full on the earlier of the first annual anniversary of the date of grant or the date of the annual meeting of the shareholders at Page 2 of 3 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Independent Director Compensation Policy Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Rev. Oct. 2024which the respective directorâ€™s term expires due to the shareholders meeting.3)Initial RSUs and Annual RSUs will become fully vested on a "Change of Control" as defined in the Plan.4)All vesting is conditioned upon continued, uninterrupted service on the Board as of the vesting date. The unvested portion of Initial RSUs and Annual RSUs will automatically terminate upon the effective date of termination of service on the Board.3. Â Â Â Â Expense Reimbursements. Each independent director will be reimbursed for reasonable travel, lodging and meal expenses incurred to attend Board and Committee meetings and to perform his or her duties as a director in accordance with the Companyâ€™s plans or policies as in effect from time to time. To the extent that any such reimbursements are deemed to constitute compensation to the director, the reimbursement shall be grossed-up to cover any taxes payable. The amount of any expense reimbursements that constitute compensation in one year shall not affect the amount of expense reimbursements constituting compensation that are eligible for reimbursement in any subsequent year, and the directorâ€™s right to such reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.Page 3 of 3 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Independent Director Compensation Policy Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Rev. Oct. 2024 EX-10.26 4 pengq4-24form10xkex1026.htm EX-10.26 DocumentExhibit 10.26EXECUTION VERSIONSECOND AMENDMENT TO CREDIT AGREEMENTTHIS SECOND AMENDMENT TO CREDIT AGREEMENT (this â€œAmendmentâ€), dated as of July 30, 2024, is by and among SMART GLOBAL HOLDINGS, INC., a Cayman Islands exempted company (the â€œParent Borrowerâ€), SMART MODULAR TECHNOLOGIES, INC., a California corporation (the â€œCo-Borrowerâ€ and, together with the Parent Borrower, the â€œBorrowersâ€ and each a â€œBorrowerâ€), the Lenders (as defined below) party hereto and CITIZENS BANK, N.A., as administrative agent (the â€œAgentâ€), and acknowledged and agreed to by the Subsidiary Loan Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).W I T N E S S E T HWHEREAS, the Borrowers, the various financial institutions from time to time party thereto (the â€œLendersâ€) and the Agent are parties to that certain Credit Agreement dated as of February 7, 2022 (as amended by the First Amendment dated as of August 29, 2022 and as further amended, modified, extended, restated, replaced, or supplemented from time to time, the â€œCredit Agreementâ€);WHEREAS, the Borrowers have requested that the Agent and the Lenders agree to make certain amendments to the Credit Agreement, and the Administrative Agent and the Lenders have agreed to such amendments, in accordance with and subject to the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:ARTICLE IAMENDMENTS TO CREDIT AGREEMENT1.1Â Â Â Â Amendment to Credit Agreement. Section 7.01(g) of the Credit Agreement is hereby amended and restated in its entirety as follows: (g)Â Â Â Â any event or condition (other than, for the avoidance of doubt, any conversion or exchange of convertible or exchangeable debt securities or any event or condition which triggers a conversion or exchange right of holders of convertible or exchangeable debt securities otherwise permitted to be incurred under this Agreement) occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, provided that this paragraph (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement), (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that paragraph (f) of this Section will apply to any failure to make any payment required as a result of any such termination or similar event) or (iii) any breach or default that is (I) remedied by the Parent Borrower or the applicable Restricted Subsidiary or (II) waived (including in the form of amendment) by the required holders of the applicable item of Indebtedness, in either case, prior to the acceleration of Loans pursuant to this Article VII;ARTICLE IICONDITIONS TO EFFECTIVENESS2.1Â Â Â Â Closing Conditions. This Amendment shall be deemed effective as of the date set forth above (the â€œAmendment Effective Dateâ€) upon satisfaction of the following conditions (in form and substance reasonably acceptable to the Agent): (a) Â Â Â Â Executed Amendment. The Agent shall have received a copy of this Amendment duly executed by each Borrower, the other Loan Parties, the Required Lenders and the Agent.(b)Â Â Â Â Fees and Expenses. The Agent shall have received from the Borrowers all fees and reasonable and documented out-of-pocket expenses that are payable in connection with the consummation of this Amendment, and Jones Day shall have received from the Borrowers payment of all reasonable and documented fees and expenses incurred prior to the date hereof or in connection with this Amendment. ARTICLE IIIMISCELLANEOUS3.1Â Â Â Â Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.3.2Â Â Â Â Representations and Warranties of Loan Parties. Each of the Loan Parties represents and warrants as follows: (a)Â Â Â Â Such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment.(b)Â Â Â Â Such Loan Party has duly executed and delivered the Amendment and the Amendment constitutes such Loan Partyâ€™s legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i)Â bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditorsâ€™ rights generally and (ii)Â general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).(c)Â Â Â Â No approval is required to be obtained by such Loan Party or any of its Subsidiaries in connection with the execution, delivery or performance by such Loan Party of this Amendment; except for such approvals which have been issued or obtained by such Loan Party or any of its Subsidiaries which are in full force and effect.(d)Â Â Â Â The representations and warranties of each Loan Party set forth in Article III of the Credit Agreement are true and correct in all material respects on the date hereof, provided that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all 2material respects as of such earlier date; provided, further, that, with respect to any representation and warranty that is qualified as to â€œmateriality,â€ â€œMaterial Adverse Effectâ€ or similar language, they are true and correct in all respects (giving effect to any such qualifications) on the date of hereof or on such earlier date, as the case may be.(e)Â Â Â Â After giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default.3.3Â Â Â Â Reaffirmation of Obligations. Each Loan Party acknowledges and agrees that all Loan Document Obligations constitute the valid and binding obligations of such Loan Party enforceable against such Loan Party without setoff, counterclaim, or defense, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditorsâ€™ rights generally and by general principles of equity. Each Loan Party hereby ratifies the Credit Agreement and each other Loan Document to which it is a party, and acknowledges and reaffirms that: (y)Â that it is bound by all terms of the Credit Agreement and the other Loan Documents applicable to it and (z) it is responsible for the observance and full performance of its respective Loan Document Obligations. 3.4Â Â Â Â Loan Document. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.3.5Â Â Â Â Expenses. Each Borrower agrees to pay all reasonable and documented costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment (including, without limitation, the reasonable and documented fees and expenses of the Agentâ€™s legal counsel).3.6Â Â Â Â Entirety. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.3.7Â Â Â Â Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Subject to Section 2 above, this Amendment shall be effective when it has been executed by the Borrowers, the other Loan Parties, the Agent and the requisite Lenders, and each party has transmitted executed signature pages by telefacsimile or in â€˜PDFâ€™ format by electronic mail.3.8Â Â Â Â GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONÂ 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).3.9Â Â Â Â Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.33.10Â Â Â Â Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The consent to jurisdiction, consent to service of process and waiver of jury trial provisions set forth in Sections 9.09 and 9.10 of the Credit Agreement, respectively, are hereby incorporated by reference, mutatis mutandis.[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]4IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.SMART GLOBAL HOLDINGS, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Senior Vice President and Chief Legal OfficerSMART MODULAR TECHNOLOGIES, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Vice President and SecretarySMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENTACKNOWLEDGED AND AGREED TO:SMART MODULAR TECHNOLOGIES (DE), INC.CREELED, INC.EXECUTED AS A DEED FOR AND ON BEHALF OF SMART MODULAR TECHNOLOGIES (DH), INC.SMART WIRELESS COMPUTING, INC.PENGUIN COMPUTING, INC.SMART HIGH RELIABILITY SOLUTIONS LLCSMART EMBEDDED COMPUTING, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Vice President and SecretarySTRATUS TECHNOLOGIES, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Secretary and General CounselSMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT CITIZENS BANK, N.A.,as Agent and a LenderBy: /s/ Earl Kwak Â Â Â Â Name: Earl Kwak Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Fifth Third Bank, National Association, as a LenderBy: /s/ Nick Meece Â Â Â Â Name: Nick Meece Â Â Â Â Title: Principal SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT M&T Bank, as a LenderBy: /s/ Kathryn Williams Â Â Â Â Name: Kathryn Williams Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Wells Fargo Bank, National Association, as a LenderBy: /s/ Daniel Sanchez Â Â Â Â Name: Daniel Sanchez Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT HSBC Bank USA, N.A., as a LenderBy: /s/ Richard Barnsley Â Â Â Â Name: Richard Barnsley Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT PNC BANK, NATIONAL ASSOCIATION, as a LenderBy: /s/ Kathryn M. McAndrew Â Â Â Â Name: Kathryn M. McAndrew Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Santander Bank, N.A., as a LenderBy: /s/ Matthew Cunningham Â Â Â Â Name: Matthew Cunningham Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT CAPITAL ONE, NATIONAL ASSOCIATION, as a LenderBy: /s/ Hunter Simensen Â Â Â Â Name: Hunter Simensen Â Â Â Â Title: Duly Authorized Signatory SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Comerica Bank, as a LenderBy: /s/ Cailyn Coburn Â Â Â Â Name: Cailyn Coburn Â Â Â Â Title: AVP SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT MORGAN STANLEY SENIOR FUNDING, INC., as a LenderBy: /s/ Moses Papadopoulos Â Â Â Â Name: Moses Papadopoulos Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT CADENCE BANK, as a LenderBy: /s/ James A. Morgan Â Â Â Â Name: James A. Morgan Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Bank of America, N.A., as a LenderBy: /s/ Spencer Hunter Â Â Â Â Name: Spencer Hunter Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT BARCLAYS BANK PLC, as a LenderBy: /s/ Joseph Tauro Â Â Â Â Name: Joseph Tauro Â Â Â Â Title: Assistant Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT FIRST HORIZON BANK, as a LenderBy: /s/ Jeffrey Flagg Â Â Â Â Name: Jeffrey Flagg Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT THE BANK OF EAST ASIA, LIMITED, NEW YORK BRANCH, as a LenderBy: /s/ Sean Hu Â Â Â Â Name: Sean Hu Â Â Â Â Title: SVP & Senior Business Manager By: /s/ Chong Tan Â Â Â Â Name: Chong Tan Â Â Â Â Title: DGM & Head of Risk Management SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT KeyBank National Association, as a LenderBy: /s/ David Raczka Â Â Â Â Name: David Raczka Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT SUMITOMO MITSUI BANKING CORPORATION, as a LenderBy: /s/ Irlen Mak Â Â Â Â Name: Irlen Mak Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT FIRST-CITIZENS BANK AND TRUST COMPANY, as a LenderBy: /s/ Devanshi Dhanuka Â Â Â Â Name: Devanshi Dhanuka Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT Mizuho Bank, Ltd., as a LenderBy: /s/ Tracy Rahn Â Â Â Â Name: Tracy Rahn Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT BMO, as a LenderBy: /s/ Scott Bruni Â Â Â Â Name: Scott Bruni Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT SYNOVUS BANK, as a LenderBy: /s/ Robert Haley Â Â Â Â Name: Robert Haley Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.SECOND AMENDMENT TO CREDIT AGREEMENT EX-10.27 5 pengq4-24form10xkex1027.htm EX-10.27 DocumentExhibit 10.27EXECUTION VERSIONTHIRD AMENDMENT TO CREDIT AGREEMENTTHIS THIRD AMENDMENT TO CREDIT AGREEMENT (this â€œAmendmentâ€), dated as of August 21, 2024, is by and among SMART GLOBAL HOLDINGS, INC., a Cayman Islands exempted company (the â€œParent Borrowerâ€), SMART MODULAR TECHNOLOGIES, INC., a California corporation (the â€œCo-Borrowerâ€ and, together with the Parent Borrower, the â€œBorrowersâ€ and each a â€œBorrowerâ€), the Lenders (as defined below) party hereto and CITIZENS BANK, N.A., as administrative agent (the â€œAgentâ€), and acknowledged and agreed to by the Subsidiary Loan Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).W I T N E S S E T HWHEREAS, the Borrowers, the various financial institutions from time to time party thereto (the â€œLendersâ€) and the Agent are parties to that certain Credit Agreement dated as of February 7, 2022 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the â€œCredit Agreementâ€);WHEREAS, the Borrowers have requested that the Agent and the Lenders agree to make certain amendments to the Credit Agreement, and the Administrative Agent and the Lenders have agreed to such amendments, in accordance with and subject to the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:ARTICLE IAMENDMENTS TO CREDIT AGREEMENT1.1Â Â Â Â Amendments to Credit Agreement. The following definitions in Section 1.01 of the Credit Agreement are hereby amended so that they read, in their entirety, as follows:â€œRevolving Maturity Dateâ€ means February 7, 2027; provided that in the event that an aggregate principal amount greater than $20,000,000 of Senior 2026 Notes remains outstanding on the date that is 90 days prior to the maturity date of such Senior 2026 Notes, the Revolving Maturity Date shall instead be the date which is 90 days prior to the maturity date of such Senior 2026 Notes. For the avoidance of doubt, in no event shall the Revolving Maturity Date be later than February 7, 2027.â€œTerm Maturity Dateâ€ means February 7, 2027; provided that in the event that an aggregate principal amount greater than $20,000,000 of Senior 2026 Notes remains outstanding on the date that is 90 days prior to the maturity date of such Senior 2026 Notes, the Term Maturity Date shall instead be the date which is 90 days prior to the maturity date of such Senior 2026 Notes. For the avoidance of doubt, in no event shall the Term Maturity Date be later than February 7, 2027.ARTICLE IICONDITIONS TO EFFECTIVENESS2.1Â Â Â Â Closing Conditions. This Amendment shall be deemed effective as of the date set forth above (the â€œAmendment Effective Dateâ€) upon satisfaction of the following conditions (in form and substance reasonably acceptable to the Agent): (a)Â Â Â Â Executed Amendment. The Agent shall have received a copy of this Amendment duly executed by each Borrower, the other Loan Parties, each Lender and the Agent.(b)Â Â Â Â Fees and Expenses. The Agent shall have received from the Borrowers all fees and reasonable and documented out-of-pocket expenses that are payable in connection with the consummation of this Amendment, and Jones Day shall have received from the Borrowers payment of

all reasonable and documented fees and expenses incurred prior to the date hereof or in connection with this Amendment. ARTICLE IIIMISCELLANEOUS3.1Â Â Â Â Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.3.2Â Â Â Â Representations and Warranties of Loan Parties. Each of the Loan Parties represents and warrants as follows: (a)Â Â Â Â Such Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment.(b)Â Â Â Â Such Loan Party has duly executed and delivered the Amendment and the Amendment constitutes such Loan Partyâ€™s legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i)Â bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditorsâ€™ rights generally and (ii)Â general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).(c)Â Â Â Â No approval is required to be obtained by such Loan Party or any of its Subsidiaries in connection with the execution, delivery or performance by such Loan Party of this Amendment; except for such approvals which have been issued or obtained by such Loan Party or any of its Subsidiaries which are in full force and effect.(d)Â Â Â Â The representations and warranties of each Loan Party set forth in Article III of the Credit Agreement are true and correct in all material respects on the date hereof, provided that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; provided, further, that, with respect to any representation and warranty that is qualified as to â€œmateriality,â€ â€œMaterial Adverse Effectâ€ or similar language, they are true and correct in all respects (giving effect to any such qualifications) on the date of hereof or on such earlier date, as the case may be.(e)Â Â Â Â After giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default.23.3Â Â Â Â Reaffirmation of Obligations. Each Loan Party acknowledges and agrees that all Loan Document Obligations constitute the valid and binding obligations of such Loan Party enforceable against such Loan Party without setoff, counterclaim, or defense, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditorsâ€™ rights generally and by general principles of equity. Each Loan Party hereby ratifies the Credit Agreement and each other Loan Document to which it is a party, and acknowledges and reaffirms that: (y)Â that it is bound by all terms of the Credit Agreement and the other Loan Documents applicable to it and (z) it is responsible for the observance and full performance of its respective Loan Document Obligations. 3.4Â Â Â Â Loan Document. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.3.5Â Â Â Â Expenses. Each Borrower agrees to pay all reasonable and documented costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment (including, without limitation, the reasonable and documented fees and expenses of the Agentâ€™s legal counsel).3.6Â Â Â Â Entirety. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.3.7Â Â Â Â Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Subject to Section 2 above, this Amendment shall be effective when it has been executed by the Borrowers, the other Loan Parties, the Agent and the requisite Lenders, and each party has transmitted executed signature pages by telefacsimile or in â€˜PDFâ€™ format by electronic mail.3.8Â Â Â Â GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONÂ 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).3.9Â Â Â Â Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.3.10Â Â Â Â Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The consent to jurisdiction, consent to service of process and waiver of jury trial provisions set forth in Sections 9.09 and 9.10 of the Credit Agreement, respectively, are hereby incorporated by reference, mutatis mutandis.[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]3IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.SMART GLOBAL HOLDINGS, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Senior Vice President and Chief Legal OfficerSMART MODULAR TECHNOLOGIES, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Vice President and SecretarySMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENTACKNOWLEDGED AND AGREED TO:SMART MODULAR TECHNOLOGIES (DE), INC.CREELED, INC.SMART WIRELESS COMPUTING, INC.PENGUIN COMPUTING, INC.SMART HIGH RELIABILITY SOLUTIONS LLCSMART EMBEDDED COMPUTING, INC.EXECUTED AS A DEED FOR AND ON BEHALF OF SMART MODULAR TECHNOLOGIES (DH), INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Vice President and SecretarySTRATUS TECHNOLOGIES, INC.By:Â Â Â Â /s/ Anne Kuykendall Name: Anne KuykendallTitle: Secretary and General CounselSMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT CITIZENS BANK, N.A.,as Agent and a LenderBy: /s/ Janet K. Lee Â Â Â Â Name: Janet K. Lee Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT City National Bank, as a LenderBy: /s/ Karina Castillo Â Â Â Â Name: Karina Castillo Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT Fifth Third Bank, National Association, as a LenderBy: /s/ Nick Meece Â Â Â Â Name: Nick Meece Â Â Â Â Title: Principal SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT BMO BANK N.A., successor in interest to the Bank of the West, as a LenderBy: /s/ Scott Bruni Â Â Â Â Name: Scott Bruni Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT Cathay Bank, as a LenderBy: /s/ An Pham Jr Â Â Â Â Name: An Pham Jr Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT MIZUHO BANK, LTD., as a LenderBy: /s/ Tracy Rahn Â Â Â Â Name: Tracy Rahn Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT Comerica Bank, as a LenderBy: /s/ Cailyn Coburn Â Â Â Â Name: Cailyn Coburn Â Â Â Â Title: AVP SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT KEYBANK NATIONAL ASSOCIATION, as a LenderBy: /s/ David Raczka Â Â Â Â Name: David Raczka Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT CAPITAL ONE, NATIONAL ASSOCIATION as a LenderBy: /s/ Hunter Simensen Â Â Â Â Name: Hunter Simensen Â Â Â Â Title: Duly Authorized Signatory SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT Wells Fargo Bank National Association, as a LenderBy: /s/ Daniel Sanchez Â Â Â Â Name: Daniel Sanchez Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT PNC BANK, NATIONAL ASSOCIATION, as a LenderBy: /s/ Kathryn McAndrew Â Â Â Â Name: Kathryn McAndrew Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT SANTANDER BANK, N.A., as a LenderBy: /s/ Matthew Cunningham Â Â Â Â Name: Matthew Cunningham Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT SYNOVUS BANK, as a LenderBy: /s/ Robert Haley Â Â Â Â Name: Robert Haley Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT THE BANK OF EAST ASIA, LIMITED, NEW YORK BRANCH, as a LenderBy: /s/ James Hua Â Â Â Â Name: James Hua Â Â Â Â Title: DGM & Head of Corporate Banking By: /s/ Chong Tan Â Â Â Â Name: Chong Tan Â Â Â Â Title: DGM & Head of Risk Management SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT MORGAN STANLEY SENIOR FUNDING, INC., as a LenderBy: /s/ Moses Papadopoulos Â Â Â Â Name: Moses Papadopoulos Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT BARCLAYS BANK PLC, as a LenderBy: /s/ Craig Malloy Â Â Â Â Name: Craig Malloy Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT CADENCE BANK, as a LenderBy: /s/ James A. Morgan Â Â Â Â Name: James A. Morgan Â Â Â Â Title: Managing Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT FIRST HORIZON BANK, as a LenderBy: /s/ Jeffrey Flagg Â Â Â Â Name: Jeffrey Flagg Â Â Â Â Title: Senior Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT BANK OF AMERICA, N.A., as a LenderBy: /s/ Spencer Hunter Â Â Â Â Name: Spencer Hunter Â Â Â Â Title: Vice President SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT SUMITOMO MITSUI BANKING CORPORATION, as a LenderBy: /s/ Irlen Mak Â Â Â Â Name: Irlen Mak Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT HSBC Bank USA, N.A., as a LenderBy: /s/ Richard Barnsley Â Â Â Â Name: Richard Barnsley Â Â Â Â Title: SVP, Lead, TMT & Corporate Banker SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT FIRST-CITIZENS BANK AND TRUST COMPANY, as a LenderBy: /s/ Devanshi Dhanuka Â Â Â Â Name: Devanshi Dhanuka Â Â Â Â Title: VP SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT M&T Bank, as a LenderBy: /s/ Kathryn Williams Â Â Â Â Name: Kathryn Williams Â Â Â Â Title: Director SMART GLOBAL HOLDINGS, INC.THIRD AMENDMENT TO CREDIT AGREEMENT EX-19.1 6 pengq4-24form10xkex191.htm EX-19.1 DocumentExhibit 19.1Penguin Solutions, Inc.Insider Trading and Confidentiality Policy There are regular opportunities to trade in securities issued by or relating to Penguin Solutions, Inc. (together with its subsidiaries, the â€œCompanyâ€ or â€œPenguin Solutionsâ€). With those opportunities comes the responsibility to comply with federal and state securities laws that prohibit insider trading. Violation of these laws carries severe consequences. This policy (the â€œPolicyâ€) sets forth Company rules and procedures intended to prevent insider trading. It is your obligation to understand and comply with this Policy. In all cases, the responsibility for determining whether you are in possession of material, nonpublic information rests with you, and any action on the part of Penguin Solutions or its directors, officers, or employees does not in any way constitute legal advice or insulate you from liability under applicable securities laws.1.0 ApplicationThis Policy applies to all Company directors, officers, and employees, certain designated consultants and contractors that may access material, nonpublic information about Penguin Solutions, and their family members (each a â€œCovered Personâ€ or â€œYouâ€). For purposes of this Policy, a â€œfamily memberâ€ includes a personâ€™s spouse, parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, and anyone (other than domestic employees) who shares such personâ€™s home. This Policy also applies to any entities you control or are controlled by individuals subject to this Policy, including any corporations, partnerships or trusts, and transactions by such entities should be treated for the purposes of this Policy and applicable securities laws as if they were for your own account; provided, however, that this Policy does not apply to any such entity that engages in the investment of securities in the ordinary course of its business (e.g., an investment fund or partnership) if such entity has established its own insider trading controls and procedures in compliance with applicable securities laws. It also applies to former employees and directors and their family members for so long as they have material, nonpublic information about Penguin Solutions.Â Â Â Â 2.0 Prohibited activities2.1Â Â Â Â No trading except during Trading WindowsDirectors, officers, employees holding director or more senior positions (i.e., Level 11 and more senior employees), and all employees within the finance and legal departments, and their family members, may only trade or gift (â€œtransactâ€) in Company securities during a â€œTrading Windowâ€ unless such trade or gift is made pursuant to a properly qualified, adopted and submitted Rule 10b5-1 Trading Plan which is discussed in Section 4.1 of this Policy. Penguin Solutions typically has one Trading Window per quarter. Each Trading Window (a) opens at the open of market after one full Trading Day has passed following Penguin Solutionsâ€™ issuance of a press release (or other method of broad public dissemination) announcing earnings and (b) closes at the close of market on the fifteenth calendar day (or if such day is a non-Trading Day, on the most recent Trading Day prior to such day) of the last month of the then-current fiscal quarter1. For the purposes of this policy, a â€œTrading Dayâ€ means a day on which the Nasdaq Stock Market is open for trading. For example, if Penguin Solutions issues an earnings press release or a press release containing material, nonpublic information on a Tuesday, and the Nasdaq Stock Market is open for trading on Wednesday, the Trading Window would open at the open of market on Thursday. If Penguin Solutions issues an earnings press release or a press release containing material, nonpublic information on a Friday, and the Nasdaq Stock Market is open for trading on Monday, the Trading Window would open at the open of market on Tuesday. From time to time, the Company may impose event-specific special blackout periods during which some or all Company executive officers and directors, and certain other employees as designated by the Compliance Officer, are prohibited from trading in Company securities.1 Â Â Â Â For the avoidance of doubt, if the then-current fiscal quarter ends in the first week of a month, then the Trading Window will close on the fifteenth calendar day of the preceding month.2.2 No trading or tipping when in possession of material, nonpublic informationYou may not transact in Company securities if you are in possession of material, nonpublic information about Penguin Solutions, unless such trade or gift is made pursuant to a properly qualified, adopted and submitted Rule 10b5-1 Trading Plan which are discussed in Section 4.1 of this Policy. Definition of material informationIt is difficult to describe exhaustively what constitutes â€œmaterialâ€ information, and for the purposes of this Policy, you should assume that any information, positive or negative, that is substantially likely to be of significance to an investor in determining whether to purchase, sell or hold Company shares or is likely to have a significant effect on the market price of the Companyâ€™s shares would be â€œmaterial.â€ Information may be â€œmaterialâ€ even if it is only a part of the total mix of available information that is significant to the investor, and the information alone would not determine the investorâ€™s decision. Examples of â€œmaterialâ€ information include:â€¢Internal financial information that departs in any way from what the market would expectâ€¢Changes in sales, earnings, or dividendsâ€¢An important financing transactionâ€¢Share splits or other transactions relating to Company sharesâ€¢Sales or purchases by Penguin Solutions of its own securitiesâ€¢Mergers, tender offers, or acquisitions of other companiesâ€¢Major purchases or sales of assetsâ€¢Major management changesâ€¢Major litigation or regulatory developmentsâ€¢Significant process or product developmentsâ€¢Gain or loss of a major customer or supplierâ€¢Major transactions with other companies or entities, such as joint ventures or licensing agreementsâ€¢The extent to which external events, including but not limited to pandemics, have had or will have a material impact on Penguin Solutionsâ€™ operating resultsâ€¢A cybersecurity or data security incident deemed by the Company to be materialNote that this list is merely illustrative and not exhaustive.Definition of nonpublic informationâ€œNonpublicâ€ information is any information that has not yet been disclosed generally to the public. In order for information to be considered â€œpublic,â€ it must be widely disseminated in a manner that makes it generally available to investors in a method, such as through a press release, a filing with the U.S. Securities and Exchange Commission or a conference call that complies with the requirements set forth in Regulation FD. The Compliance Officer shall have sole discretion to decide whether information is public for purposes of this Policy.The circulation of rumors, even if accurate and reported in the media, does not constitute public dissemination. In addition, even after a public announcement, a reasonable period of time may need to lapse in order for the market to react to the information. Prohibition on trading or tippingYou may not transact in Company securities while in possession of material, nonpublic information about Penguin Solutions, even during a Trading Window. Furthermore, if Penguin Solutions releases material, nonpublic information to the press, or the information is reported by the press, you may not transact in Company securities until one full Trading Day has passed.If you learn of material, nonpublic information about another company, such as a supplier, customer, or joint venture partner, or you learn that Penguin Solutions is planning a major transaction with another company (such as an acquisition), you must not transact in the securities of that company until such information has been made public for at least one full Trading Day.From time to time, a subset of Covered Persons may be aware of material, nonpublic information about a specific event, such as an acquisition. In such case, Penguin Solutions may impose a blackout period during which those Covered Persons cannot transact in Company securities. Covered Persons are prohibited from giving â€œtipsâ€ on material, nonpublic information, that is, directly or indirectly disclosing such information to any other person, including family members and relatives, so that they may transact in Company shares. These prohibitions continue for as long as a Covered Person has material, nonpublic information about the Company, including following termination of any such individualâ€™s service to or employment with Penguin Solutions. 2.3 No short sales, hedging, margin accounts, or pledgingYou may not engage in short sales, defined as the sale of shares that you do not own or a sale that is consummated by the delivery of shares borrowed by or on account of you.You may not enter into hedging or monetization transactions or similar arrangements with respect to Company shares, including the purchase or sale of puts or calls or the use of any other derivative instruments. Hedging transactions may insulate you from upside or downside price movement in Company shares, which can result in the perception that you no longer have the same interests as Penguin Solutionsâ€™ other shareholders. You may not hold Company securities in a margin account nor pledge Company securities as collateral for a loan. Securities held in a margin account or pledged as collateral for a loan may be sold without your consent by the broker if you fail to meet a margin call or by the lender in foreclosure if you default on the loan. A margin or foreclosure sale that occurs when you are aware of material, nonpublic information may, under some circumstances, result in unlawful insider trading. 3.0 Special trading procedures for InsidersBecause officers and directors subject to the reporting obligations under Section 16 of the Exchange Act (â€œInsidersâ€) regularly have access to material, nonpublic information in the course of performing their duties, they must comply with additional procedures in order to transact in Company securities, even if such trade or gift is during an open window and the Insider believes they do not have any material, nonpublic information. 3.1 Pre-clearance proceduresReasonably in advance of the planned transaction, an Insider must submit a preclearance request (attached hereto as Exhibit A) to the Compliance Officer via email. The Insider must obtain written pre-approval from the Compliance Officer or their designee prior to proceeding with the proposed transaction, which generally will be approved within 24 hours. In the event of a proposed transaction by the Compliance Officer, such pre-

clearance request shall be submitted to the Chief Financial Officer.If a proposed trade or gift receives pre-clearance, the trade or gift must be effected within five business days of receipt of pre-clearance unless a specific exception has been granted in writing by the Compliance Officer or their designee prior to expiration of the four business day period. If the Insider becomes aware of material, nonpublic information before the trade or gift is executed, the pre-clearance is void and the trade or gift must not be completed. Transactions not effected within the time limit become subject to pre-clearance again. If a proposed trade or gift is denied pre-clearance, the Insider must refrain from initiating any transaction in securities of the Company. A response from Penguin Solutionsâ€™ legal department that a trade or gift request has been denied must be kept confidential to avoid signaling to other employees that something nonpublic and material may be happening with respect to Penguin Solutions. The Compliance Officer does not assume the responsibility for, and approval of the Compliance Officer does not protect the Insider from, the consequences of prohibited insider trading. None of the Company, the Compliance Officer, or the Companyâ€™s other employees will have any liability for any delay in reviewing, or refusal of, a request for pre-clearance.3.2 Reporting obligationsInsiders must provide the Compliance Officer with a copy of any trade order or confirmation relating to the purchase or sale or gift of Company securities within one business day of any such transaction. This information is necessary to enable us to monitor trading by executive officers and directors and ensure that all such trades or gifts are properly reported. Your adherence to this policy is vital to your protection as well as Penguin Solutionsâ€™.3.3Â Â Â Â Short-swing trading/control stock/Section 16 reports Insiders should take care not to violate the prohibition on short-swing trading (Section 16(b) of the Exchange Act) and the restrictions on sales by control persons (Rule 144 under the Securities Act of 1933, as amended), and should confirm that all appropriate Section 16(a) reports (Forms 3, 4 and 5), and any notices of sale required by Rule 144 are completed and filed in a timely manner.4.0Â Â Â Â Exceptions4.1Â Â Â Â Pre-approved 10b5-1 Trading PlansRule 10b5-1 (â€œRule 10b5-1â€) under the Securities Exchange Act of 1934 (the â€œExchange Actâ€) provides an affirmative defense against a claim of insider trading liability under the federal securities laws if a trade is made pursuant to a written contract, plan or instruction entered into in accordance with Rule 10b5-1 (a â€œ10b5-1 Trading Planâ€). Transactions pursuant to a pre-approved 10b5-1 Trading Plan are not subject to the Trading Window requirements or the prohibition on trading when in possession of material, nonpublic information. Penguin Solutions will permit certain Covered Persons to enter into a 10b5-1 Trading Plan provided that the plan:â€¢Is expressly authorized by the Compliance Officer; â€¢Is documented in writing;â€¢Is established in an open Trading Window, as discussed in Section 2.1 of this Policy, and when such person does not have material, nonpublic information as discussed in Section 2.2 of this Policy; â€¢Includes a â€œCooling Off Periodâ€ under which no purchases or sales may occur for â€“Insiders that extends to the later of 90 days after adoption or modification of a 10b5-1 Trading Plan or two business days after filing of the Form 10-K or Form 10-Q covering the fiscal quarter in which the 10b5-1 Trading Plan was adopted, up to a maximum of 120 days; and â€“Employees and any other persons, other than the Company, that extends 30 days after adoption or modification of a 10b5-1 Trading Plan.â€¢For Insiders, includes a representation in the Trading Plan that the Insider is (a) not aware of any material, nonpublic information about the Company or its securities and (b) adopting the 10b5-1 Trading Plan in good faith and not as part of a plan or scheme to evade Rule 10b5-1; â€¢Has been entered into in good faith at a time when the individual was not in possession of material, nonpublic information about the Company and not otherwise in a blackout period, and the person who entered into the 10b5-1 Trading Plan has acted in good faith with respect to the Trading Plan;â€¢Either (1) specifies the amounts, prices, and dates of all transactions under the 10b5-1 Trading Plan or (2) provides a written formula, algorithm, or computer program for determining the amount, price, and date of the transactions, and (3) prohibits the individual from exercising any subsequent influence over the transactions; andâ€¢Complies with the other requirements of Rule 10b5-1.The Compliance Officer may impose such other conditions on the implementation and operation of the 10b5-1 Trading Plan as the Compliance Officer deems necessary or advisable. Any modification to a pre-approved 10b5-1 Trading Plan (including, without limitation, the amount, price or timing of a purchase or sale) may occur only during an open trading window and, in any event, when you do not possess material, nonpublic information. Modifications to and terminations of a 10b5-1 Trading Plan must be pre-approved by the Chief Legal Officer or Compliance Officer. Modifications of a 10b5-1 Trading Plan that change the amount, price or timing of the purchase or sale of the securities underlying a 10b5-1 Trading Plan Trading Plan will trigger a new Cooling Off Period.A Covered Person may not have more than one 10b5-1 Trading Plan at any given time except under the limited circumstances permitted by Rule 10b5-1 (i.e., all transactions under the later adopted 10b5-1 Trading Plan may only begin after all transactions under the earlier adopted Trading Plan have been completed or expired and after the observance of the applicable cooling-off period) and subject to preapproval by the Compliance Officer. The Company reserves the right to publicly disclose, announce, or respond to inquiries from the media regarding the adoption, modification, or termination of a 10b5-1 Trading Plan and non-Rule 10b5-1 trading arrangements, or the execution of transactions made under a 10b5-1 Trading Plan. The Company also reserves the right from time to time to suspend, discontinue, or otherwise prohibit transactions under a 10b5-1 Trading Plan if the Compliance Officer or the Board of Directors, in his, her or its discretion, determines that such suspension, discontinuation, or other prohibition is in the best interests of the Company.Compliance of a 10b5-1 Trading Plan with the terms of Rule 10b5-1 and the execution of transactions pursuant to the 10b5-1 Trading Plan are the sole responsibility of the person initiating the 10b5-1 Trading Plan, and none of the Company, the Compliance Officer or the Companyâ€™s other employees assumes any liability for any delay in reviewing and/or refusing to approve a 10b5-1 Trading Plan submitted for approval, nor the legality or consequences relating to a person entering into, informing the Company of, or trading under, a 10b5-1 Trading Plan.4.2Â Â Â Â Certain transactions related to employee benefitsExercise of share optionsThe trading prohibitions and restrictions set forth in this Policy do not apply to the exercise of an option to purchase securities of Penguin Solutions when payment of the exercise price is made in cash or by net exercise (where Penguin Solutions accepted vested shares under the share option as payment for the exercise price).However, the securities acquired upon the exercise of an option are subject to all of the requirements of this Policy. This Policy applies to the sale of Company securities to satisfy part or all of the exercise price of an option, any exercise of a share appreciation right, any sale of shares as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.Vesting and tax withholding The trading prohibitions and restrictions set forth in this Policy do not apply to the vesting of restricted shares or restricted share units or withholding by Penguin Solutions of shares upon vesting of restricted share units or settlement of restricted share units to satisfy applicable tax withholding requirements.Employee share purchase plan transactionsThe trading prohibitions and restrictions set forth in this Policy do not apply to purchases of Company shares in Penguin Solutionsâ€™ Employee Share Purchase Plan resulting from your periodic contribution of money to the plan pursuant to your payroll deduction. They do apply, however, to certain elections you make under the plan, including an election to increase or decrease the percentage of your periodic contributions to the plan after your enrollment in the Plan. 401(k) plan transactionsThe trading prohibitions and restrictions set forth in this Policy do not apply to purchases of Company shares in the 401(k) plan resulting from your periodic contribution of money to the plan pursuant to your payroll deduction. They do apply, however, to certain elections you may make under the 401(k) plan, including any increase or decrease in the size of the contributions to the plan. This Policy continues to apply to your transactions in Penguin Solutions shares or the stock of other public companies even after your employment or directorship with Penguin Solutions has terminated. If you are in possession of material, nonpublic information when your relationship with Penguin Solutions concludes, you may not transact in Penguin Solutions shares or the stock of such other company until the information has been publicly disseminated or is no longer material.* * *THESE ARE VERY SERIOUS MATTERS. INSIDER TRADING IS ILLEGAL AND CAN RESULT IN JAIL SENTENCES AS WELL AS CIVIL PENALTIES, INCLUDING TRIPLE DAMAGES. EMPLOYEES WHO VIOLATE THIS POLICY MAY BE SUBJECT TO DISCIPLINARY ACTION BY PENGUIN SOLUTIONS, INCLUDING DISMISSAL FOR CAUSE. IF YOU HAVE ANY QUESTION OR DOUBT ABOUT THE APPLICABILITY OR INTERPRETATION OF THIS POLICY OR THE PROPRIETY OF ANY DESIRED ACTION, PLEASE SEEK CLARIFICATION FROM OUR CHIEF LEGAL OFFICER. DO NOT TRY TO RESOLVE UNCERTAINTIES ON YOUR OWN. EXHIBIT ADate of pre-clearance form submission2: Â Â Â Â _____, 20__Date of transaction: Â _____, 20__Pursuant to the Penguin Solutions, Inc. (the â€œCompanyâ€) Insider Trading and Confidentiality Policy (the â€œPolicyâ€), the undersigned hereby requests pre-clearance of the below described transaction as required by the Policy.The undersigned intends to execute a transaction in Penguin Solutionsâ€™ securities on the date noted above, which is after the date of this Pre-Clearance Request Form submission noted above. The general nature of the transaction is as follows (insert description, including number of shares/other securities, broker, seller or buyer and other relevant information):_____
undersigned is not in possession of material nonpublic information (as defined in the Policy) about Penguin Solutions and will not enter into the transaction if the undersigned comes into possession of material nonpublic information about Penguin Solutions between the date hereof and the proposed trade execution date.The undersigned has read and understands the Policy and certifies that the above proposed transaction will not violate the Policy.The undersigned agrees to advise Penguin Solutions promptly if, as a result of future developments, any of the foregoing information becomes inaccurate or incomplete in any respect. The undersigned 2 Pre-clearance request must be submitted prior to the transaction.understands that Penguin Solutions may require additional information about the transaction, and agrees to provide such information upon request.Very truly yours,_____Name:_____Title:_____Approved:_____Compliance OfficerDate of pre-clearance approval: Â Â Â Â Â Â Â Â Â Â Â Â Â Â _____, 20__Deadline for completing transaction3:Â Â Â Â Â Â Â Â _____, 20__3 Â Â Â Â If approved, the trade must be effected within five business days of receipt of approval unless a specific exception has been granted in writing by the Compliance Officer or their designee prior to expiration of the four business day period. EX-21.1 7 pengq4-24form10xkex211.htm EX-21.1 DocumentExhibit 21.1Penguin Solutions, Inc.Subsidiaries of the RegistrantName *State or Other Jurisdiction of Incorporation or OrganizationSaleen Intermediate Holdings, Inc.Cayman IslandsSMART Worldwide Holdings, Inc.Cayman IslandsSMART Modular Technologies (Global), Inc.Cayman IslandsSMART Modular Technologies (DH), Inc.Cayman IslandsSMART Modular Technologies, Inc.CaliforniaSMART Modular Technologies (DE), Inc.DelawareSMART Modular Technologies Sdn. Bhd.MalaysiaCreeLED Hong Kong LimitedHong KongPenguin Computing, Inc.CaliforniaStratus Technologies Ireland LimitedIreland* The subsidiaries of the Registrant do not do business under any name other than as listed above. EX-23.1 8 pengq4-24form10xkex231.htm EX-23.1 DocumentExhibit 23.1CONSENTÂ OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMWe consent to the incorporation by reference in Registration Statement No. 333-227451 on Form S-3 and Registration Statement Nos. 333-218605, 333-221534, 333-223880, 333-227449, 333-230578, 333-234541, 333-249619, 333-253064, 333-257724, 333-264150, 333-271121, 333-271123, 333-278587, 333-278588 on Form S-8 of our reports dated OctoberÂ 24, 2024, relating to the financial statements of Penguin Solutions, Inc. and the effectiveness of Penguin Solutions, Inc.â€™s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended AugustÂ 30, 2024./s/ DELOITTE & TOUCHE LLP San Jose, CaliforniaOctoberÂ 24, 2024 EX-31.1 9 pengq4-24form10xkex311.htm EX-31.1 DocumentEXHIBIT 31.1RULE 13a-14(a) CERTIFICATION OF CHIEF EXECUTIVE OFFICERI, Mark Adams, certify that:1.I have reviewed this Annual Report on Form 10-K of Penguin Solutions, Inc.;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 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;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:(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 registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;(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;(c)Evaluated the effectiveness of the registrantâ€™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(d)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):(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 registrantâ€™s ability to record, process, summarize and report financial information; and(b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Date: OctoberÂ 24, 2024By:/s/ Mark AdamsMark AdamsPresident and Chief Executive Officer EX-31.2 10 pengq4-24form10xkex312.htm EX-31.2 DocumentEXHIBIT 31.2RULE 13a-14(a) CERTIFICATION OF CHIEF FINANCIAL OFFICERI, Nate Olmstead, certify that:1.I have reviewed this Annual Report on Form 10-K of Penguin Solutions, Inc.;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 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;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:(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 registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;(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;(c)Evaluated the effectiveness of the registrantâ€™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(d)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):(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 registrantâ€™s ability to record, process, summarize and report financial information; and(b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Date: OctoberÂ 24, 2024By:/s/ Nate OlmsteadNate OlmsteadSenior Vice President and Chief Financial Officer EX-32.1 11 pengq4-24form10xkex321.htm EX-32.1 DocumentEXHIBIT 32.1CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. 1350In connection with the Annual Report of Penguin Solutions, Inc. (the â€œCompanyâ€) on Form 10-K for the period ended AugustÂ 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), I, Mark Adams, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Â§ 1350, as adopted pursuant to Â§ 906 of the Sarbanes-Oxley Act of 2002, that:(1)The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date: OctoberÂ 24, 2024By:/s/ Mark AdamsMark AdamsPresident and Chief Executive Officer EX-32.2 12 pengq4-24form10xkex322.htm EX-32.2 DocumentEXHIBIT 32.2CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. 1350In connection with the Annual Report of Penguin Solutions, Inc. (the â€œCompanyâ€) on Form 10-K for the period ended AugustÂ 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), I, Nate Olmstead, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Â§ 1350, as adopted pursuant to Â§ 906 of the

Sarbanes-Oxley Act of 2002, that:(1)The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date: OctoberÂ 24, 2024By:/s/ Nate OlmsteadNate OlmsteadSenior Vice President and Chief Financial Officer EX-97.1 13 pengq4-24form10xkex971.htm EX-97.1 DocumentExhibit 97.1Penguin Solutions, Inc.Clawback Policy The Board of Directors (the â€œBoardâ€) of Penguin Solutions, Inc. (the â€œCompanyâ€) believes that it is in the best interests of the Company and its shareholders to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Companyâ€™s pay-for-performance compensation philosophy. The Board has therefore adopted this policy, which provides for the recoupment of certain executive compensation in the event of misconduct or an accounting restatement resulting from material noncompliance with financial reporting requirements under the federal securities laws (the â€œPolicyâ€).1.0 AdministrationThis Policy shall be administered by the Board or, if so designated by the Board, the Compensation Committee, in which case references herein to the Board shall be deemed references to the Compensation Committee. Any determinations made by the Board shall be final and binding on all affected individuals.2.0Â Â Â Â Covered ExecutivesThis Policy applies to each individual who, at the relevant time, is, or was within the past four years, an executive officer of the Company, as determined by the Board from time to time (â€œCovered Executivesâ€). 3.0Â Â Â Â Recoupment and recoupment periodIn the event the Company is required to prepare an accounting restatement of its financial statements due to the Companyâ€™s material noncompliance with any financial reporting requirement under the securities laws, the Board shall have the right, in the discretion of the Board, to require reimbursement or forfeiture of all or any portion of the Incentive Compensation received by any Covered Executive during the three completed fiscal years immediately preceding the end of the fiscal year for which the Company is required to prepare an accounting restatement.In the event that the Board determines in the Boardâ€™s discretion, that a Covered Executive has been involved in misconduct which, in the determination of the Board, has caused or could cause direct financial harm to shareholders, reputational risk to the Company or a criminal investigation, even if such actions did not ultimately result in a material restatement of past results, the Board shall have the right, in the discretion of the Board, to require reimbursement or forfeiture of all or any portion of the Incentive Compensation received by any Covered Executive during the three completed fiscal years immediately preceding the end of the fiscal year in which the Company discovered such misconduct.4.0Â Â Â Â Incentive CompensationFor purposes of this Policy, Incentive Compensation means any of the following:â€¢Annual, semi-annual, quarterly or other bonuses and other short- and long-term cash incentivesâ€¢Stock options and stock appreciation rightsâ€¢Restricted share awards and restricted share unitsâ€¢Performance shares or unitsâ€¢Commissionsprovided that, such compensation is granted, earned or vested (a) while the Company has a class of securities listed on a national securities exchange such as the NYSE or Nasdaq; (b) by an individual who is responsible for the misconduct or, in the case of a restatement, who was a Covered Executive during the restatement period; and (c) based wholly or in part on the attainment of a financial reporting measure, including:â€¢Company stock price or total shareholder returnâ€¢Revenues, net income or operating incomeâ€¢Earnings before interest, taxes, depreciation, and amortization (EBITDA)â€¢Funds from operationsâ€¢Liquidity measures such as working capital or operating cash flowâ€¢Return measures such as return on invested capital or return on equity or assetsâ€¢Earnings measures such as earnings per share5.0Â Â Â Â Excess Incentive Compensation: Amount subject to recoveryThe amount available to be recovered will, at the discretion of the Board, be all or any portion of the Incentive Compensation paid to the Covered Executive during the Recoupment Period, or, in the event of a restatement, all or a portion of the excess of the Incentive Compensation paid to the Covered Executive based on the erroneous data over the Incentive Compensation that would have been paid to the Covered Executive had it been based on the restated results, as determined by the Board. If the Board cannot determine the amount of excess Incentive Compensation received by the Covered Executive directly from the information in the accounting restatement, then it will make its determination based on a reasonable estimate of the effect of the misconduct or, accounting restatement.6.0Â Â Â Â Method of recoupmentThe Board will determine, in its sole discretion, the method for recouping Incentive Compensation hereunder which may include, without limitation:â€¢Requiring reimbursement of cash Incentive Compensation previously paid, to the extent permitted under applicable law;â€¢Seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;â€¢Offsetting the recouped amount from any compensation otherwise owed by the Company or any of its subsidiaries, to the Covered Executive;â€¢Cancelling outstanding vested or unvested equity awards; and/orâ€¢Taking any other remedial and recovery action permitted under applicable law, as determined by the Board.7.0Â Â Â Â No indemnificationThe Company shall not indemnify any Covered Executives against the loss of any incorrectly awarded Incentive Compensation.8.0Â Â Â Â InterpretationThe Board is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of any applicable listing standards of the national securities exchange on which the Companyâ€™s securities are listed.9.0Â Â Â Â Effective dateThis Policy shall be effective as of December 6, 2022 (the â€œEffective Dateâ€) and shall apply to Incentive Compensation that is approved, awarded or granted to Covered Executives on or after that date.10.0Â Â Â Â Amendment; terminationThe Board may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary to comply with any applicable listing standards of the national securities exchange on which the Companyâ€™s securities are listed. The Board may terminate this Policy at any time.11.0Â Â Â Â Other recoupment rightsThe Board intends that this Policy will be applied to the fullest extent permitted by law. The Board may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.12.0Â Â Â Â ImpracticabilityThe Board shall recover any excess Incentive Compensation in accordance with this Policy unless such recovery would be impracticable, as determined by the Board in accordance with any applicable listing standards of the national securities exchange on which the Companyâ€™s securities are listed.13.0Â Â Â Â SuccessorsThis Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives. EX-97.2 14 pengq4-24form10xkex972.htm EX-97.2 DocumentExhibit 97.2Penguin Solutions, Inc.Policy for Recovery of Erroneously Awarded Compensation The Board of Directors (the â€œBoardâ€) of Penguin Solutions, Inc. (the â€œCompanyâ€ or â€œPenguin Solutionsâ€) has adopted this Policy for Recovery of Erroneously Awarded Compensation (the â€œPolicyâ€), effective as of October 2, 2023 (the â€œEffective Dateâ€). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.1.0 Persons subject to policy This Policy shall apply to current and former Officers of the Company. Each Officer shall be required to sign an acknowledgment pursuant to which such Officer will agree to be bound by the terms of, and comply with, this Policy; however, any Officerâ€™s failure to sign any such acknowledgment shall not negate the application of this Policy to the Officer.2.0Â Â Â Â Compensation subject to policyThis Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is â€œreceivedâ€ shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is â€œreceivedâ€ when the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.3.0Â Â Â Â Recovery of compensationIn the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any personâ€™s right to voluntarily terminate employment for â€œgood reason,â€ or due to a â€œconstructive terminationâ€ (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.4.0Â Â Â Â Manner of recovery; limitation on duplicative recoveryThe Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Sarbanes-Oxley Act Section 304 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.5.0Â Â Â Â Administration This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the â€œCommitteeâ€ shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, stockholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules. 6.0Â Â Â Â InterpretationThis Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith. 7.0Â Â Â Â No Indemnification; no liabilityThe Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such personâ€™s potential obligations under this Policy. None of the Company, an affiliate of the Company or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.8.0Â Â Â Â Application; enforceabilityExcept as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to the Companyâ€™s Clawback Policy effective as of December 6, 2022 and any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the â€œOther Recovery Arrangementsâ€). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.9.0Â Â Â Â SeverabilityThe provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law. 10.0Â Â Â Â Amendment and terminationThe Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.11.0Â Â Â Â Definitionsâ€œApplicable Rulesâ€ means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Companyâ€™s securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Companyâ€™s securities are listed.â€œCommitteeâ€ means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.â€œErroneously Awarded Compensationâ€ means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules. â€œExchange Actâ€ means the Securities Exchange Act of 1934, as amended.â€œFinancial Reporting Measureâ€ means any measure determined and presented in accordance with the accounting principles used in preparing the Companyâ€™s financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock price and total stockholder return. â€œGAAPâ€ means United States generally accepted accounting principles.â€œIFRSâ€ means international financial reporting standards as adopted by the International Accounting Standards Board.â€œImpracticableâ€ means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Companyâ€™s home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.â€œIncentive-Based Compensationâ€ means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period. â€œOfficerâ€ means each person who serves as an executive officer of the Company, as defined in Rule 10D 1(d) under the Exchange Act.â€œRestatementâ€ means an accounting restatement to correct the Companyâ€™s material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.â€œThree-Year Periodâ€ means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The â€œThree-Year Periodâ€ also includes any transition period (that results from a change in the Companyâ€™s fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Companyâ€™s previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year. Acknowledgment and Consent to Policy for Recovery of Erroneously Awarded CompensationThe undersigned has received a copy of the Policy for Recovery of Erroneously Awarded Compensation (the â€œPolicyâ€) adopted by Penguin Solutions, Inc. (the â€œCompanyâ€).For good and valuable consideration, the receipt of which is acknowledged, the undersigned agrees to the terms of the Policy and agrees that compensation received by the undersigned may be subject to reduction, cancellation, forfeiture and/or recoupment to the extent necessary to comply with the Policy, notwithstanding any other agreement to the contrary. The undersigned further acknowledges and agrees that the undersigned is not entitled to indemnification in connection with any enforcement of the Policy and expressly waives any rights to such indemnification under the Companyâ€™s organizational documents or otherwise._____Date_____Signature_____Name_____Title EX-101.SCH 15 peng-20240830.xsd XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT 0000001 - Document - Cover Page link:presentationLink link:calculationLink link:definitionLink 0000002 - Document - Auditor Information link:presentationLink link:calculationLink link:definitionLink 9952151 - Statement - Consolidated Balance Sheets link:presentationLink link:calculationLink link:definitionLink 9952152 - Statement - Consolidated Balance Sheets (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 9952153 - Statement - Consolidated Statements of Operations link:presentationLink link:calculationLink link:definitionLink 9952154 - Statement - Consolidated Statements of Comprehensive Income (Loss) link:presentationLink link:calculationLink link:definitionLink 9952155 - Statement - Condensed Consolidated Statements of Shareholders' Equity link:presentationLink link:calculationLink link:definitionLink 9952156

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Adjustments to reconcile net income (loss) from continuing operations to net cash provided by operating activities: Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used in) Operating Activities [Abstract] Interest carryforward Deferred Tax Asset, Interest Carryforward Repayments of long-term debt Repayments of Long-Term Debt Share repurchase program, remaining authorized Share Repurchase Program, Remaining Authorized, Amount Statutory tax rate Effective Income Tax Rate Reconciliation at Federal Statutory Income Tax Rate, Amount Schedule of Outstanding Restricted Share Awards and Restricted Share Units Awards Share-Based Payment Arrangement, Outstanding Award, Activity, Excluding Option [Table Text Block] Cover [Abstract] Cover [Abstract] 2030 and thereafter Lessee, Operating Lease, Liability, to be Paid, after Year Five Net increase (decrease) in cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect In-process research and development In Process Research and Development [Member] Net assets of SMART Brazil Disposal Group, Including Discontinued Operation, Net Assets, Before Cumulative Translation Adjustment Disposal Group, Including Discontinued Operation, Net Assets, Before Cumulative Translation Adjustment Measurement Input, Discount Rate Measurement Input, Discount Rate [Member] Schedule of Minimum Payments of Lease Liabilities Lessee, Operating Lease, Liability, to be Paid, Maturity [Table Text Block] Income Tax Authority [Domain] Income Tax Jurisdiction [Domain] Trading Symbol Trading Symbol Comprehensive income (loss) Comprehensive Income (Loss), Net of Tax, Including Portion Attributable to Noncontrolling Interest Schedule of Cash and Cash Equivalents [Table] Cash and Cash Equivalent [Table] Valuation Allowance [Roll Forward] Valuation Allowance [Roll Forward] Valuation Allowance Non-NEOs Non-NEOs [Member] Income tax benefits for share-based awards Share-Based Payment Arrangement, Expense, Tax Benefit Recently Issued Accounting Standards Recently Issued Accounting Standards [Text Block] Recently issued accounting standards. Goodwill Goodwill and Intangible Assets, Goodwill, Policy [Policy Text Block] Distribution to noncontrolling interest Noncontrolling Interest, Decrease from Distributions to Noncontrolling Interest Holders Disposal Group Name [Domain] Disposal Group Name [Domain] Purchases of non-marketable investments Payments to Acquire Equity Securities, FV-NI Accounts receivable Increase (Decrease) in Accounts Receivable Inventories Inventory, Policy [Policy Text Block] Non-Rule 10b5-1 Arrangement Adopted Non-Rule 10b5-1 Arrangement Adopted [Flag] Net income (loss) from continuing operations Net income (loss) from continuing operations Income (Loss) from Continuing Operations, Net of Tax, Including Portion Attributable to Noncontrolling Interest Noncurrent operating lease liabilities Disposal Group, Including Discontinued Operation, Operating Lease Liabilities, Noncurrent Disposal Group, Including Discontinued Operation, Operating Lease Liabilities, Noncurrent Fair Value Measurements Fair Value Disclosures [Text Block] Land Land [Member] Award Timing Disclosures [Line Items] Investment, Name [Domain] Investment, Name [Domain] Number of shares agreed to issue in transaction (in shares) Sale of Stock, Maximum Shares Issuable Sale of Stock, Maximum Shares Issuable Portion at Fair Value Measurement Portion at Fair Value Measurement [Member] Cash and cash equivalents Disposal Group, Including Discontinued Operation, Cash and Cash Equivalents, Gross Disposal Group, Including Discontinued Operation, Cash and Cash Equivalents, Gross Revenue from Contract with Customer [Abstract] Revenue from Contract with Customer [Abstract] SEC Schedule, 12-09, Valuation Allowances and Reserves Type [Axis] SEC Schedule, 12-09, Valuation Allowances and Reserves Type [Axis] Plan Name [Domain] Plan Name [Domain] Price per share (in dollars per share) Sale of Stock, Price Per Share United States UNITED STATES Amended 2027 TLA Credit Facility Term Loan [Member] Credit Facility Term Loan Other noncurrent assets Other Assets, Noncurrent Leases [Abstract] Leases [Abstract] Finite-lived intangible assets, gross Finite-Lived Intangible Assets, Gross Antidilutive Securities, Name [Domain] Antidilutive Securities, Name [Domain] Par value per share (in dollars per share) Sale Of Stock, Par Value Per Share Sale Of Stock, Par Value Per Share Effective Income Tax Rate Reconciliation, Percent [Abstract] Effective Income Tax Rate Reconciliation, Percent [Abstract] Operating Segments Operating Segments [Member] Net cash provided by operating activities Net Cash Provided by (Used in) Operating Activities Cash flows from operating activities Net Cash Provided by (Used in) Operating Activities [Abstract] Schedule of Accumulated Other Comprehensive Income (Loss) Schedule of Accumulated Other Comprehensive Income (Loss) [Table Text Block] Other Other Income (Expense) Other income expense. Award Timing Method Award Timing Method [Text Block] Capped call (in shares) Option Indexed to Issuer's Equity, Shares Trading Arrangements, by Individual Trading Arrangements, by Individual [Table] Total enterprise value Total Enterprise Value Total Enterprise Value Entity Common Stock, Shares Outstanding Entity Common Stock, Shares Outstanding Insider Trading Policies and Procedures [Line Items] Use of Estimates Use of Estimates, Policy [Policy Text Block] Accounts receivable, net Disposal Group, Including Discontinued Operation, Accounts, Notes and Loans Receivable, Gross Disposal Group, Including Discontinued Operation, Accounts, Notes and Loans Receivable, Gross Stratus Technologies Stratus Technologies [Member] CreeLED Inc. Adjustment to Compensation, Amount Adjustment to Compensation Amount Noncash or part noncash divestiture, amount of consideration received, deferred net cash adjustment, discount rate Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Net Cash Adjustment, Discount Rate Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Net Cash Adjustment, Discount Rate Additional paid-in capital Additional Paid in

Capital, Common Stock Payables and Accruals [Abstract] Payables and Accruals [Abstract] Compensation Amount Outstanding Recovery Compensation Amount Cumulative translation adjustment reclassified to net income (loss) Cumulative translation adjustment reclassified to net income (loss) Other Comprehensive Income (Loss), Foreign Currency Transaction and Translation Reclassification Adjustment from AOCI, Realized upon Sale or Liquidation, Net of Tax Debt covenant, total leverage ratio Debt Covenant, Total Leverage Ratio Total Leverage Ratio Disposal Group Classification [Axis] Disposal Group Classification [Axis] Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table [Member] Entity Small Business Entity Small Business Accounts Payable and Accrued Expenses Accounts Payable and Accrued Liabilities Disclosure [Text Block] Company Selected Measure Amount Company Selected Measure Amount Option Indexed to Issuer's Equity [Table] Option Indexed to Issuer's Equity [Table] Tabular List, Table Tabular List [Table Text Block] Charged to other accounts SEC Schedule, 12-09, Valuation Allowances and Reserves, Deduction Share Based Compensation Arrangement By Share Based Payment Award [Line Items] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Schedule of Income (Loss) before Income Taxes and Components of Income Tax Provision (Benefit) Schedule Of Income Loss Before Income Taxes And Components Of Income Tax Expense Benefit Table [Table Text Block] Schedule of income (loss) before income taxes and components of income tax expense (benefit). Share-based compensation Effective Income Tax Rate Reconciliation, Nondeductible Expense, Share-Based Payment Arrangement, Amount Antidilutive securities excluded from computation of earnings per share Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount Purchases of held-to-maturity investment securities Payments to Acquire Held-to-Maturity Securities Assets net of cumulative translation adjustment Disposal Group, Including Discontinued Operation, Assets Net Of Cumulative Translation Adjustment Disposal Group, Including Discontinued Operation, Assets Net Of Cumulative Translation Adjustment Credit Facility [Domain] Credit Facility [Domain] Brazil capital gains tax Deferred Tax Liabilities, Foreign Capital Gains Tax Deferred Tax Liabilities, Foreign Capital Gains Tax Goodwill Goodwill by segment, gross amount Goodwill Valuation Technique, Monte Carlo Simulation Valuation Technique, Monte Carlo Simulation [Member] Valuation Technique, Monte Carlo Simulation Payment of acquisition-related contingent consideration Payment for Contingent Consideration Liability, Operating Activities Stock repurchase program, authorized amount Share Repurchase Program, Authorized, Amount Additional payment for net working capital adjustment Additional Payment For Net Working Capital Adjustment Additional payment for net working capital adjustment. Inventories Inventory Disclosure [Text Block] Operating lease right-of-use assets Business Combination Recognized Identifiable Assets Acquired And Liabilities Assumed Operating Lease Right Of Use Assets Business combination recognized identifiable assets acquired and liabilities assumed operating lease right-of-use assets. Trade accounts receivable, available-for-sale (up to) Accounts Receivable, Available-For-Sale Accounts Receivable, Available-For-Sale Options Share-Based Payment Arrangement, Option [Member] 2030 Capped Calls Capped Calls 2030 [Member] Capped Calls 2030 Depreciation expense Depreciation 2025 Lessee, Operating Lease, Liability, to be Paid, Year One Other Proceeds from (Payments for) Other Financing Activities Schedule Of Antidilutive Securities Excluded From Computation Of Earnings Per Share [Table] Antidilutive Security, Excluded EPS Calculation [Table] Comprehensive income (loss) attributable to Penguin Solutions Comprehensive Income (Loss), Net of Tax, Attributable to Parent Current debt Disposal Group, Including Discontinued Operation, Debt, Current Gross Disposal Group, Including Discontinued Operation, Debt, Current Gross Repayments of borrowings under line of credit Repayments of Lines of Credit Other Effective Income Tax Rate Reconciliation, Other Adjustments, Percent Award Type [Axis] Award Type [Axis] Deferred tax liabilities (included in other noncurrent liabilities) Deferred Tax Liabilities, Net Summary of Net Sales and Long-lived Assets by Geographic Area Including Property and Equipment and Right-of-use Assets Schedule of Revenue from External Customers and Long-Lived Assets, by Geographical Areas [Table Text Block] Basic earnings (loss) per share: Earnings Per Share, Basic [Abstract] Adoption of ASU 2020-06 Cumulative Effect, Period of Adoption, Adjustment [Member] Write off of unamortized debt issuance cost Deferred Debt Issuance Cost, Writeoff Work in process Inventory, Work in Process, Net of Reserves Property and equipment, net Net property and equipment Property, Plant and Equipment, Net Repayments of debt Repayment of outstanding debt Repayments of Debt ICFR Auditor Attestation Flag ICFR Auditor Attestation Flag Total liabilities Liabilities Noncontrolling interest in subsidiary Equity, Attributable to Noncontrolling Interest Long-lived assets including property and equipment and right-of-use assets Long-Lived Assets Options exercisable, Weighted average per share exercise price (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercisable, Weighted Average Exercise Price Continuing operations Continuing Operations [Member] Ordinary shares, par value (in usd per share) Common Stock, Par or Stated Value Per Share Schedule Of Share Based Compensation Arrangements By Share Based Payment Award [Table] Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Estimated useful life (in years) Acquired Finite-Lived Intangible Assets, Weighted Average Useful Life Functional Currency Foreign Currency Transactions and Translations Policy [Policy Text Block] Revolving Credit Facility Revolving Credit Facility [Member] Expiration Date Trading Arrangement Expiration Date Cash flows from investing activities Net Cash Provided by (Used in) Investing Activities [Abstract] Reclassification out of Accumulated Other Comprehensive Income [Table] Reclassification out of Accumulated Other Comprehensive Income [Table] Significant Accounting Policies [Line Items] Significant Accounting Policies [Line Items] Significant accounting policies. Net cash provided by operating activities from continuing operations Net Cash Provided by (Used in) Operating Activities, Continuing Operations Penguin Edge Penguin Edge [Member] Penguin Edge Total Shareholder Return Amount Total Shareholder Return Amount Debt instrument, convertible, threshold consecutive trading days Debt Instrument, Convertible, Threshold Consecutive Trading Days Equity Awards Adjustments, Footnote Equity Awards Adjustments, Footnote [Text Block] Loss carryforwards Deferred Tax Assets, Operating Loss Carryforwards Debt instrument, convertible, threshold consecutive business days Debt Instrument Convertible Threshold Consecutive Business Days Debt instrument, convertible, threshold consecutive business days. Total non-operating (income) expense Disposal Group, Including Discontinued Operation, Interest (Income) Expense Disposal Group, Including Discontinued Operation, Interest (Income) Expense Equipment Equipment [Member] Property and equipment, gross Property, Plant and Equipment, Gross Options exercised (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercises in Period Debt Instrument [Line Items] Debt Instrument [Line Items] Named Executive Officers, Footnote Named Executive Officers, Footnote [Text Block] Research and development Research and Development Expense [Member] Weighted- Average Exercise Price Per Share Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Weighted Average Exercise Price [Abstract] Lapse of statute of limitation Unrecognized Tax Benefits, Reduction Resulting from Lapse of Applicable Statute of Limitations Cash Cash [Member] Basis of Presentation Basis of Accounting, Policy [Policy Text Block] Gain (loss) on investments OCI, Debt Securities, Available-for-Sale, Gain (Loss), after Adjustment and Tax Diluted (in shares) Weighted-average shares outstanding â€“ Diluted (in shares) Weighted Average Number of Shares Outstanding, Diluted Finite-lived tax credit carryforwards Finite-Lived Operating Loss Carryforwards Finite-Lived Operating Loss Carryforwards MNPI Disclosure Timed for Compensation Value MNPI Disclosure Timed for Compensation Value [Flag] Total Penguin Solutions shareholdersâ€™ equity Equity, Attributable to Parent Gross deferred tax assets Deferred Tax Assets, Gross Treasury shares, 6,949 shares and 5,641 shares held as of AugustÂ 30, 2024 and AugustÂ 25, 2023, respectively Treasury Stock, Value Proceeds from debt Proceeds from Issuance of Debt Net sales Disposal Group, Including Discontinued Operation, Revenue Business Combinations [Abstract] Business Combinations [Abstract] Contract liabilities: Contract with Customer, Liability [Abstract] Accounting Standards Update [Domain] Accounting Standards Update [Domain] Concentration Risk Type [Domain] Concentration Risk Type [Domain] Maximum consideration Sale Of Stock, Maximum Consideration Sale Of Stock, Maximum Consideration New Accounting Pronouncements Or Change In Accounting Principle [Table] Accounting Standards Update and Change in Accounting Principle [Table] Selling, general and administrative Selling, General and Administrative Expense Discontinued Operation, Gain (Loss) on Disposal, Statement of Income or Comprehensive Income [Extensible Enumeration] Discontinued Operation, Gain (Loss) on Disposal, Statement of Income or Comprehensive Income [Extensible Enumeration] Repayments of convertible debt Repayments of Convertible Debt Business acquisitions SEC Schedule, 12-09, Valuation Allowances and Reserves, Business Acquired Cost of sales Cost of Sales [Member] Products Product [Member] Net assets (liabilities) of discontinued operations Disposal Group, Including Discontinued Operation, Assets, Net of Liabilities Disposal Group, Including Discontinued Operation, Assets, Net of Liabilities Sale of Stock [Domain] Sale of Stock [Domain] Cumulative translation adjustment Other Comprehensive Income (Loss), Foreign Currency Transaction and Translation Gain (Loss) Arising During Period, Net of Tax Document Fiscal Period Focus Document Fiscal Period Focus 2028 Long-Term Debt, Maturity, Year Four All Executive Categories All Executive Categories [Member] Gains (Losses) on Investments AOCI, Accumulated Gain (Loss), Debt Securities, Available-for-Sale, Parent [Member] Finite-lived intangible assets, expected amortization for 2024 Finite-Lived Intangible Asset, Expected Amortization, Year Two Changed Peer Group, Footnote Changed Peer Group, Footnote [Text Block] Options outstanding, weighted average remaining contractual term (years) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Weighted Average Remaining Contractual Term Assets Assets [Abstract] Other comprehensive income (loss) Other Comprehensive Income (Loss), Net of Tax Document Type Document Type Derivative Contract [Domain] Derivative Contract [Domain] Debt instrument, effective interest rate Debt Instrument, Interest Rate, Effective Percentage Schedule of Segment Reporting Information Schedule of Segment Reporting Information, by Segment [Table Text Block] Contractual stated interest Interest Expense, Debt, Excluding Amortization Summary of Customer Contract Balances Summary Of Customer Contract Balances Table [Table Text Block] Summary of customer contract balances. Options exercisable, Weighted average remaining contractual term (years) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercisable, Weighted Average Remaining Contractual Term Other Income and Expenses [Abstract] Other Income and Expenses [Abstract] Furniture, fixtures and software Furniture Fixtures And Software [Member] Furniture fixtures and software. Secured Overnight Financing Rate (SOFR) Overnight Index Swap Rate Secured Overnight Financing Rate (SOFR) Overnight Index Swap Rate [Member] Maximum Maximum [Member] Preferred shares, $0.03 par value; authorized 30,000 shares; none issued or outstanding Preferred Stock, Value, Outstanding Equity Valuation Assumption Difference, Footnote Equity Valuation Assumption Difference, Footnote [Text Block] Tax on uncertain tax positions Effective Income Tax Rate Reconciliation, Tax Contingency, Amount Antidilutive Securities [Axis] Antidilutive Securities [Axis] Accounts payable Accounts Payable, Current Ten Largest Customers Ten Largest Customers [Member] Ten Largest Customers Net cash provided by (used for) financing activities from continuing operations Net Cash Provided by (Used in) Financing Activities, Continuing Operations Total lease cost Lease, Cost Statistical Measurement [Axis] Statistical Measurement [Axis] Debt covenant, reduction of debt amount used for the purposes of calculating debt covenant ratios Debt Covenant, Reduction of Debt Amount Used for the Purposes of Calculating Debt Covenant Ratios Debt Covenant, Reduction of Debt Amount Used for the Purposes of Calculating Debt Covenant Ratios Non-Rule 10b5-1 Arrangement Terminated Non-Rule 10b5-1 Arrangement Terminated [Flag] Distribution to noncontrolling interest Payments to Noncontrolling Interests Income (loss) before taxes Income (Loss) from Continuing Operations before Income Taxes, Noncontrolling Interest Non-PEO NEO Average Total Compensation Amount Non-PEO NEO Average Total Compensation Amount Property and equipment Deferred Tax Liabilities, Property, Plant and Equipment Name Outstanding Recovery, Individual Name Summary of Deferred Tax Valuation Allowance Summary of Valuation Allowance [Table Text Block] Disaggregation Of Revenue [Line Items] Disaggregation of Revenue [Line Items] Business combination, minimum earn out payable in unsecured promissory note Business Combination Minimum Earn Out Payable In Unsecured Promissory Note Business combination, minimum earn out payable in unsecured promissory note. Disposal Groups, Including Discontinued Operations Disposal Groups, Including Discontinued Operations [Table Text Block] Variable lease cost Variable Lease, Cost Impairment of goodwill Impairment of goodwill Goodwill, Impairment Loss Exchange Transaction Exchange Transaction [Member] Exchange Transaction Disposal Group, Including Discontinued Operation, Income Statement Disclosures [Abstract] Disposal Group, Including Discontinued Operation, Income Statement Disclosures [Abstract] Tax credits Effective Income Tax Rate Reconciliation, Tax Credit, Amount Award Timing Predetermined Award Timing Predetermined [Flag] Debt covenant, first lien leverage ratio Debt Covenant, First Lien Leverage Ratio Debt Covenant, First Lien Leverage Ratio Investment, Name [Axis] Investment, Name [Axis] Customer relationships Customer Relationships [Member] Debt Long-Term Debt [Text Block] Diluted (in usd per share) Earnings Per Share, Diluted Revenue Recognition Revenue from Contract with Customer [Policy Text Block] State State and Local Jurisdiction [Member] U.S. Income (Loss) from Continuing Operations before Income Taxes, Domestic Total current Current Income Tax Expense (Benefit) Restatement does not require Recovery Restatement Does Not Require Recovery [Text Block] Customer A Customer Three [Member] Customer A. Ownership [Axis] Ownership [Axis] Percentage of number of shares that will vest Share-Based Compensation Arrangement by Share-Based Payment Award, Award Vesting Rights, Percentage Intangible Assets Intangible Assets, Finite-Lived, Policy [Policy Text Block] Retirement Benefits [Abstract] Retirement Benefits [Abstract] Deferred tax liabilities: Deferred Tax Liabilities, Gross [Abstract] Preferred stock, issued (in shares) Preferred Stock, Shares Issued Customer [Axis] Customer [Axis] Statement of Financial Position [Abstract] Statement of Financial Position [Abstract] Post-closing adjustment for net cash and net working capital Disposal Group, Including Discontinued Operation, Consideration, Additional Net Cash Adjustment And Net Working Capital Adjustment Disposal Group, Including Discontinued Operation, Consideration, Additional Net Cash Adjustment And Net Working Capital Adjustment Other liabilities Deferred Tax Liabilities, Other Net income (loss) Net income (loss) Net Income (Loss), Including Portion Attributable to Noncontrolling Interest Inventories Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Inventory Income tax provision (benefit) Income tax provision (benefit) Income Tax Expense (Benefit) Non-operating (income) expense: Nonoperating Income (Expense) [Abstract] Derivative financial instruments Derivative Asset Quarterly Financial Information [Table] Quarterly Financial Information [Table] Quarterly Financial Information Unrecognized compensation costs recognition period Share-Based Payment Arrangement, Nonvested Award, Cost Not yet Recognized, Period for Recognition Total net sales Revenue from Contract with Customer, Excluding Assessed Tax Statement of Comprehensive Income [Abstract] Statement of Comprehensive Income [Abstract] Flow through of inventory step up Inventory Write-down Net cash provided by (used for) investing activities Net Cash Provided by (Used in) Investing Activities Income Tax Authority [Axis] Income Tax Jurisdiction [Axis] Business Acquisition [Line Items] Business Acquisition [Line Items] SMART Brazil SMART Brazil [Member] SMART Brazil Fair Value Of L E D Purchase Price Note Fair Value Of L E D Purchase Price Note Fair value of Led purchase price note. All Adjustments to Compensation All Adjustments to Compensation [Member] Additional paid-in-capital Additional Paid in Capital Schedule of Other Non-operating (Income) Expense Schedule of Other Nonoperating Income (Expense) [Table Text Block] Restructure charges Restructure charge Restructuring Charges Reclassification Adjustment out of Accumulated Other Comprehensive Income [Line Items] Reclassification Adjustment out of Accumulated Other Comprehensive Income [Line Items] Commitments and Contingencies Disclosure [Abstract] Commitments and Contingencies Disclosure [Abstract] Legal Entity [Axis] Legal Entity [Axis] Interest expense, net Interest Income (Expense), Nonoperating Accounts payable and accrued expenses Disposal Group, Including Discontinued Operation, Accounts Payable and Accrued Liabilities, Current Gross Disposal Group, Including Discontinued Operation, Accounts Payable and Accrued Liabilities, Current Gross Summary of Net Sales by Products and Services and Gross Amounts Billed for Services Summary Of Gross Billings To Customers And Net Sales For Services And Products Table [Table Text Block] Summary of gross billings to customers and net sales for services and products. Ordinary shares, $0.03 par value; authorized 200,000 shares; 60,226 shares issued and 53,277 shares outstanding as of AugustÂ 30, 2024; 57,542 shares issued and 51,901 shares outstanding as of AugustÂ 25, 2023 Common Stock, Value, Outstanding Revenue, remaining performance obligation, expected timing of satisfaction, period Revenue, Remaining Performance Obligation, Expected Timing of Satisfaction, Period Restricted cash Restricted Cash Erroneous Compensation Analysis Erroneous Compensation Analysis [Text Block] Current assets of discontinued operations Disposal Group, Including Discontinued Operation, Assets, Current Consideration Disposal Group, Including Discontinued Operation, Consideration Financial Instruments [Domain] Financial Instruments [Domain] Awards outstanding, Weighted average grant date fair value per share, beginning balance (in usd per share) Awards outstanding, Weighted average grant date fair value per share, ending balance (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Weighted Average Grant Date Fair Value Liabilities and Equity Liabilities and Equity [Abstract] Number of board of directors Number Of Board Of Directors Number of board of directors Change in valuation allowance Effective Income Tax Rate Reconciliation, Change in Deferred Tax Assets Valuation Allowance, Percent Risks and Uncertainties [Abstract] Risks and Uncertainties [Abstract] Restatement Determination Date Restatement Determination Date Fair Value Estimate of Fair Value Measurement [Member] Charged (credited) to operations SEC Schedule, 12-09, Valuation Allowances and Reserves, Additions, Charge to Cost and Expense Pay vs Performance Disclosure Pay vs Performance Disclosure [Table] Schedule Of Property Plant And Equipment [Table] Property, Plant and Equipment [Table] Options outstanding, Weighted average per share exercise price, beginning balance (in usd per share) Options outstanding, Weighted average per share exercise price, ending balance (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Weighted Average Exercise Price Concentration Risk [Table] Concentration Risk [Table] Operating lease right-of-use assets Operating Lease, Right-of-Use Asset Erroneously Awarded Compensation Recovery Erroneously Awarded Compensation Recovery [Table] Share options outstanding (in shares) Options outstanding, beginning balance (in shares) Options outstanding,

ending balance (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Number Conversion price threshold Sale Of Stock, Conversion Price Threshold Sale Of Stock, Conversion Price Threshold Other noncurrent liabilities Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Noncurrent Liabilities, Other Property, Plant and Equipment [Abstract] Property, Plant and Equipment [Abstract] Proceeds from divestiture of interest in consolidated subsidiaries, net cash and working capital Proceeds From Divestiture Of Interest In Consolidated Subsidiaries, Net Cash And Working Capital Proceeds From Divestiture Of Interest In Consolidated Subsidiaries, Net Cash And Working Capital Amortization period Contract With Customer Amortization Period Contract with customer amortization period. Earnings Per Share Earnings Per Share [Text Block] Share issued under purchase plan Stock Issued During Period, Value, Employee Stock Purchase Plan Discontinued operations Discontinued Operations [Member] Total current liabilities Disposal Group, Including Discontinued Operation, Liabilities, Current Gross Disposal Group, Including Discontinued Operation, Liabilities, Current Gross Awards granted, Weighted average grant-date fair value per share (in usd per share) Weighted average grant-date fair value per share (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Grants in Period, Weighted Average Grant Date Fair Value Income Taxes Income Tax, Policy [Policy Text Block] Peer Group Issuers, Footnote Peer Group Issuers, Footnote [Text Block] Segments [Domain] Segments [Domain] Reconciliation of Unrecognized Tax Benefits, Excluding Amounts Pertaining to Examined Tax Returns [Roll Forward] Unrecognized Tax Benefits [Roll Forward] Accounting Standards Update and Change in Accounting Principle Accounting Standards Update and Change in Accounting Principle [Table Text Block] Purchase of 2029 Capped Calls Adjustments To Additional Paid in Capital, Purchase Of Capped Calls Adjustments To Additional Paid in Capital, Purchase Of Capped Calls Proceeds from borrowing under line of credit Proceeds from Lines of Credit Trademarks/trade names Trademarks and Trade Names [Member] Discontinued operations Income (Loss) from Discontinued Operations and Disposal of Discontinued Operations, Net of Tax, Per Diluted Share PEO PEO [Member] Name Trading Arrangement, Individual Name Indefinite-lived tax credit carryforwards Indefinite-Lived Operating Loss Carryforwards Indefinite-Lived Operating Loss Carryforwards Accounts Receivable Accounts and Nontrade Receivable [Text Block] Inducement Plan Two Thousand And Twenty One Inducement Plan [Member] Two thousand and twenty one inducement plan. Trademarks/trade names Trademarks Trade Names [Member] Trademarks / tradenames. Long-Lived Tangible Asset [Axis] Long-Lived Tangible Asset [Axis] Entity Public Float Entity Public Float Disposal Group Name [Axis] Disposal Group Name [Axis] Per share amount benefited from effect of the income tax incentive arrangements (in usd per share) Income Tax Holiday, Income Tax Benefits Per Share Share-based compensation Effective Income Tax Rate Reconciliation, Tax Expense (Benefit), Share-Based Payment Arrangement, Percent Line of credit facility unused capacity commitment fee percentage Line of Credit Facility, Unused Capacity, Commitment Fee Percentage Awards Close in Time to MNPI Disclosures, Table Awards Close in Time to MNPI Disclosures [Table Text Block] Ordinary shares, available for issuance (in shares) Common Stock, Capital Shares Reserved for Future Issuance Measurement Input, Price Volatility Measurement Input, Price Volatility [Member] Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year [Member] Aggregate Erroneous Compensation Amount Aggregate Erroneous Compensation Amount 2026 Capped Calls Capped Calls 2026 [Member] Capped Calls 2026 Gross profit Disposal Group, Including Discontinued Operation, Gross Profit (Loss) Local Phone Number Local Phone Number Valuation allowance Valuation allowance Deferred Tax Assets, Valuation Allowance San'an San'an [Member] San'an Aggregate Erroneous Compensation Not Yet Determined Aggregate Erroneous Compensation Not Yet Determined [Text Block] Total operating expenses Total unallocated Operating Expenses Aggregate Intrinsic Value Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Additional Disclosures [Abstract] Advanced Computing IPS Advanced Computing [Member] Intelligent platform solutions. Changes in operating assets and liabilities: Increase (Decrease) in Operating Capital [Abstract] Other Other Country [Member] Other country. PEO Total Compensation Amount PEO Total Compensation Amount Long-Lived Tangible Asset [Domain] Long-Lived Tangible Asset [Domain] Income Statement Location [Axis] Statement of Income Location, Balance [Axis] Debt Disclosure [Abstract] Debt Disclosure [Abstract] Ordinary shares Common Stock [Member] Forgone Recovery due to Expense of Enforcement, Amount Forgone Recovery due to Expense of Enforcement, Amount Other current assets Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Current Assets, Other Schedule Of Business Acquisitions By Acquisition [Table] Schedule of Business Acquisitions, by Acquisition [Table] Cash, Cash Equivalents and Short-term Investments Cash, Cash Equivalents and Investments [Policy Text Block] Cash, Cash Equivalents and Investments Segment Reporting [Abstract] Segment Reporting [Abstract] Entity Central Index Key Entity Central Index Key Schedule of Inventories Schedule of Inventory, Current [Table Text Block] Cumulative Translation Adjustment Accumulated Foreign Currency Adjustment Attributable to Parent [Member] Discontinued Operations and Disposal Groups [Abstract] Non-PEO NEO Average Compensation Actually Paid Amount Non-PEO NEO Average Compensation Actually Paid Amount Preferred Share Investment Equity Equity [Text Block] Accounts payable and accrued expenses and other liabilities Increase (Decrease) in Accounts Payable and Accrued Liabilities Award Timing, How MNPI Considered Award Timing, How MNPI Considered [Text Block] Financial Instrument [Axis] Financial Instrument [Axis] Segment and Other Information Segment Reporting Disclosure [Text Block] Current debt Less current debt Long-Term Debt, Current Maturities Business combination maximum earn out payment based on specific revenue achievement Business Combination Maximum Earn Out Payment Based On Specific Revenue Achievement Business combination maximum earn out payment based on specific revenue achievement. Recently Adopted Accounting Standards Accounting Standards Update and Change in Accounting Principle [Text Block] Share-based compensation expense APIC, Share-Based Payment Arrangement, Increase for Cost Recognition Foreign withholding tax Effective Income Tax Rate Reconciliation, Foreign Withholding Tax, Percent Effective Income Tax Rate Reconciliation, Foreign Withholding Tax, Percent Measurement Basis [Axis] Measurement Basis [Axis] Title Trading Arrangement, Individual Title Consolidated Entities [Axis] Consolidated Entities [Axis] Beginning unrecognized tax benefits Ending unrecognized tax benefits Unrecognized Tax Benefits Comprehensive income attributable to noncontrolling interest Comprehensive Income (Loss), Net of Tax, Attributable to Noncontrolling Interest City Area Code City Area Code Income tax provision (benefit) Discontinued Operation, Tax Effect of Discontinued Operation Auditor Location Auditor Location Contingent consideration, liability Acquisition-related contingent consideration Business Combination, Contingent Consideration, Liability Disposal Group Classification [Domain] Disposal Group Classification [Domain] Insider Trading Policies and Procedures Not Adopted Insider Trading Policies and Procedures Not Adopted [Text Block] Loss (gain) on disposition of assets Gain (Loss) on Disposition of Assets Interest Income and Interest Expense Disclosure Interest Income and Interest Expense Disclosure [Table Text Block] Payments to acquire ordinary shares Payments for Repurchase of Common Stock Deferred Tax Valuation Allowance SEC Schedule, 12-09, Valuation Allowance, Deferred Tax Asset [Member] Long-term debt Long-Term Debt, Excluding Current Maturities Schedule Of Segment Reporting Information By Segment [Table] Schedule of Segment Reporting Information, by Segment [Table] Weighted- Average Grant Date Fair Value Per Share Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Weighted Average Grant Date Fair Value [Abstract] Basic earnings (loss) per share: Earnings Per Share [Abstract] Debt instrument, convertible, measurement period for conversion option Debt Instrument Convertible Measurement Period For Conversion Option Debt instrument, convertible, measurement period for conversion option. Equity [Abstract] Equity [Abstract] Raw materials Inventory, Raw Materials, Net of Reserves Retained earnings Retained Earnings (Accumulated Deficit) Interest (income) expense, net Disposal Group, Including Discontinued Operation, Interest Income Inventories Increase (Decrease) in Inventories Joseph Clark [Member] Joseph Clark 2026 Long-Term Debt, Maturity, Year Two Aggregate Available Trading Arrangement, Securities Aggregate Available Amount Equity Awards Adjustments Equity Awards Adjustments [Member] Present value of total lease liabilities Operating Lease, Liability Underlying Securities Award Underlying Securities Amount Payment for debt extinguishment or debt prepayment cost Payment for Debt Extinguishment or Debt Prepayment Cost Cash and Investments Investments in Debt and Marketable Equity Securities (and Certain Trading Assets) Disclosure [Text Block] Reported as: Reported As [Abstract] Reported As Deferred revenue Deferred Revenue, Current Amendment Flag Amendment Flag Carrying Value Reported Value Measurement [Member] Accounts receivable Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Current Assets, Receivables Stock Appreciation Rights (SARs) Stock Appreciation Rights (SARs) [Member] Total assets Disposal Group, Including Discontinued Operation, Assets, Gross Disposal Group, Including Discontinued Operation, Assets, Gross Other comprehensive income (loss) before reclassifications Other Comprehensive Income (Loss), before Reclassifications, Net of Tax Fair Value Hierarchy and NAV [Domain] Fair Value Hierarchy and NAV [Domain] Recovery of Erroneously Awarded Compensation Disclosure [Line Items] Debt instrument, face amount Debt Instrument, Face Amount Technology Technology-Based Intangible Assets [Member] Entity Address, Postal Zip Code Entity Address, Postal Zip Code Inventories Disposal Group, Including Discontinued Operation, Inventory, Current Gross Disposal Group, Including Discontinued Operation, Inventory, Current Gross Discontinued operations Income (Loss) from Discontinued Operations and Disposal of Discontinued Operations, Net of Tax, Per Basic Share Cash and cash equivalents Cash and Cash Equivalents, at Carrying Value Other Payments for (Proceeds from) Other Investing Activities Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member] Auditor Name Auditor Name Debt instrument, convertible, threshold trading days Debt Instrument, Convertible, Threshold Trading Days Debt covenant, total leverage ratio, scenario one Debt Covenant, Total Leverage Ratio, Scenario One Debt Covenant, Total Leverage Ratio, Scenario One Awards forfeited and cancelled, Weighted average grant date fair value per share (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Forfeitures, Weighted Average Grant Date Fair Value Current: Current Income Tax Expense (Benefit), Continuing Operations [Abstract] Loss on extinguishment or prepayment of debt Gain (loss) on extinguishment of debt Loss on extinguishment or prepayment of debt Gain (Loss) on Extinguishment of Debt Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested [Member] Property and equipment, estimated useful lives Property, Plant and Equipment, Useful Life Shares Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding [Roll Forward] Employee Stock Purchase Plan Employee Stock [Member] Fair Value Measurement [Domain] Fair Value Measurement [Domain] Share Repurchase Authorization Initial Authorization [Member] Share Repurchase Authorization Adjustment To PEO Compensation, Footnote Adjustment To PEO Compensation, Footnote [Text Block] Deferred revenue Deferred Tax Assets, Deferred Income Percentage of maximum number of ordinary shares through payroll deductions. Percentage Of Maximum Number Of Ordinary Shares Through Payroll Deductions Percentage of maximum number of ordinary shares through payroll deductions. Assets: Derivative Asset [Abstract] Integrated Memory Integrated Memory [Member] Memory solutions. Non-deductible expenses (non-taxable income) Effective Income Tax Rate Reconciliation, Nondeductible Expense, Percent Compensation Actually Paid vs. Other Measure Compensation Actually Paid vs. Other Measure [Text Block] Schedule Of Stock By Class [Table] Stock, Class of Stock [Table] Cash received at closing Proceeds from Divestiture of Interest in Consolidated Subsidiaries Dividend rate Sale Of Stock, Dividend Rate Sale Of Stock, Dividend Rate Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year [Member] Shares used in per share calculations: Weighted Average Number of Shares Outstanding, Diluted [Abstract] Total assets Assets Total cost of sales Cost of Goods and Services Sold Cash and Cash Equivalents [Abstract] Capital expenditures and deposits on equipment Payments to Acquire Property, Plant, and Equipment Other noncurrent liabilities Other Liabilities, Noncurrent Forgone Recovery due to Violation of Home Country Law, Amount Forgone Recovery due to Violation of Home Country Law, Amount Cumulative Effect, Period of Adoption [Axis] Cumulative Effect, Period of Adoption [Axis] Commitments and contingencies Commitments and Contingencies Effective Income Tax Rate Reconciliation Schedule of Effective Income Tax Rate Reconciliation [Table Text Block] Payment deferral, duration Divestiture Of Interest In Consolidated Subsidiary, Payment Deferral, Duration Divestiture Of Interest In Consolidated Subsidiary, Payment Deferral, Duration Termination Date Trading Arrangement Termination Date Components of Other Comprehensive Income (Loss): Other Comprehensive Income (Loss), Net of Tax, Period Change [Abstract] 2026 Lessee, Operating Lease, Liability, to be Paid, Year Two 2025 Long-Term Debt, Maturity, Year One Income Taxes [Line Items] Income Taxes [Line Items] Income taxes line items. Cree Joint Venture Cree Joint Venture [Member] Cree Joint Venture [Member] Tax on uncertain tax positions Effective Income Tax Rate Reconciliation, Tax Contingency, Percent CreeLED Inc. Cree L E D Inc [Member] CreeLED Inc. Summary of Assets Acquired and Liabilities Assumed at the Acquisition Date Schedule of Recognized Identified Assets Acquired and Liabilities Assumed [Table Text Block] Debt Instrument [Axis] Debt Instrument [Axis] Net income (loss) attributable to Penguin Solutions Net income (loss) attributable to Penguin Solutions Net Income (Loss) Attributable to Parent Other operating (income) expense Other Operating Income (Expense), Net Trading Arrangement: Trading Arrangement [Axis] Schedule of Fair Value Measurements of Other Assets and Liabilities Fair Value, by Balance Sheet Grouping [Table Text Block] Amortization of debt discount (premium) Amortization of Debt Discount (Premium) Pay vs Performance Disclosure, Table Pay vs Performance [Table Text Block] Equity Awards Adjustments, Excluding Value Reported in Compensation Table Equity Awards Adjustments, Excluding Value Reported in the Compensation Table [Member] Entity File Number Entity File Number Consolidated Entities [Domain] Consolidated Entities [Domain] Non- controlling Interest in Subsidiary Noncontrolling Interest [Member] Income Statement [Abstract] Income Statement [Abstract] Entity Address, Address Line One Entity Address, Address Line One Federal Current Federal Tax Expense (Benefit) Extinguishment of debt Extinguishment of Debt, Amount Restricted Awards Restricted Award Activity Restricted Stock Awards And Restricted Stock Units [Member] Restricted stock awards and restricted stock units. Entity Address, Address Line Two Entity Address, Address Line Two Effect of changes in currency exchange rates Effect of Exchange Rate on Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Continuing Operations Operating lease term Lessee, Operating Lease, Term of Contract Name Forgone Recovery, Individual Name Options exercisable, Aggregate intrinsic value Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercisable, Intrinsic Value Weighted-average remaining lease term for operating leases Operating Lease, Weighted Average Remaining Lease Term Deferred income taxes, net Increase (Decrease) in Deferred Income Taxes Award Timing MNPI Considered Award Timing MNPI Considered [Flag] Goodwill impairment Effective Income Tax Rate Reconciliation, Nondeductible Expense, Impairment Losses, Percent Equity Plans Equity Plans [Member] Equity plans. Decreases related to prior year tax provisions Unrecognized Tax Benefits, Decrease Resulting from Prior Period Tax Positions Inventory Disclosure [Abstract] Inventory Disclosure [Abstract] Outstanding Aggregate Erroneous Compensation Amount Outstanding Aggregate Erroneous Compensation Amount Fair Value Balance Sheet Grouping Financial Statement Captions [Line Items] Fair Value, Balance Sheet Grouping, Financial Statement Captions [Line Items] PEO Actually Paid Compensation Amount PEO Actually Paid Compensation Amount Discontinued Operations, Disposed of by Sale Discontinued Operations, Disposed of by Sale [Member] Continuing operations Income (Loss) from Continuing Operations, Per Diluted Share L E D Purchase Price Note L E D Purchase Price Note [Member] LED purchase price note. Adjustment to Compensation: Adjustment to Compensation [Axis] Net income attributable to noncontrolling interest Net Income (Loss) Attributable to Noncontrolling Interest Liabilities: Derivative Liability [Abstract] 2029 Capped Calls Capped Calls 2029 [Member] Capped Calls 2029 Research and other tax credit carryforwards Deferred Tax Assets Tax Credit Carryforwards Research And Other Deferred tax assets tax credit carryforwards research and other. Strike price (in dollars per share) Option Indexed to Issuer's Equity, Strike Price Accumulated other comprehensive income (loss) Accumulated Other Comprehensive Income (Loss), Net of Tax Pension Adjustments Service Cost Pension Adjustments Service Cost [Member] Basic (in shares) Weighted-average shares outstanding â€“ Basic (in shares) Weighted Average Number of Shares Outstanding, Basic Stock Price or TSR Estimation Method Stock Price or TSR Estimation Method [Text Block] Acquired balances Unrecognized Tax Benefits, Increase Resulting from Acquisition Total equity Beginning balance Ending balance Equity, Including Portion Attributable to Noncontrolling Interest Amortization of debt issuance costs Amortization of Debt Issuance Costs and Discounts Conversion price (in dollars per share) Sale Of Stock, Conversion Price Sale Of Stock, Conversion Price Property and equipment Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Property, Plant, and Equipment Name Awards Close in Time to MNPI Disclosures, Individual Name Net sales Revenue Benchmark [Member] Options forfeited and cancelled (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Forfeitures in Period Option Indexed to Issuer's Equity [Line Items] Option Indexed to Issuer's Equity [Line Items] Entity Filer Category Entity Filer Category Expected revenue recognized on remaining performance obligations Revenue, Remaining Performance Obligation, Amount Maximum Value at Expiration Option Contract Indexed to Equity, Settlement, Share, Fair Value Private Placement Private Placement [Member] Other operating (income) expense Disposal Group, Including Discontinued Operation, Other Operating (Income) Expense Disposal Group, Including Discontinued Operation, Other Operating (Income) Expense Customer refund liability, current Customer Refund Liability, Current Statistical Measurement [Domain] Statistical Measurement [Domain] Contract assets Contract with Customer, Asset, after Allowance for Credit Loss, Current Summary of Components of Operating Lease Expense Lease, Cost [Table Text Block] Goodwill Disposal Group, Including Discontinued Operation, Goodwill, Noncurrent Gross Disposal Group, Including Discontinued Operation, Goodwill, Noncurrent Gross Other current liabilities Other Liabilities, Current Unrecognized tax benefits that would affect the effective tax rate Unrecognized Tax Benefits that Would Impact Effective Tax Rate Accounting Standards

Update 2020-06 Accounting Standards Update 2020-06 [Member] Segment Reporting Information [Line Items] Segment Reporting Information [Line Items] All Trading Arrangements All Trading Arrangements [Member] Compensation Actually Paid vs. Net Income Compensation Actually Paid vs. Net Income [Text Block] Schedule of Basic and Diluted Earnings Per Share Schedule of Earnings Per Share, Basic and Diluted [Table Text Block] Vesting period Share-Based Compensation Arrangement by Share-Based Payment Award, Award Vesting Period Tax credit carryforwards Tax Credit Carryforward, Amount Rule 10b5-1 Arrangement Adopted Rule 10b5-1 Arrangement Adopted [Flag] Operating income (loss) Disposal Group, Including Discontinued Operation, Operating Income (Loss) Awards Close in Time to MNPI Disclosures Awards Close in Time to MNPI Disclosures [Table] Fair Value Balance Sheet Grouping Financial Statement Captions [Line Items] Derivative [Line Items] Income taxes paid, net Income Taxes Paid, Net Debt instrument, convertible, initial conversion rate in ordinary shares Debt Instrument, Convertible, Conversion Ratio Long-term debt Disposal Group, Including Discontinued Operation, Debt, Noncurrent Disposal Group, Including Discontinued Operation, Debt, Noncurrent Pay vs Performance Disclosure [Line Items] Peer Group Total Shareholder Return Amount Peer Group Total Shareholder Return Amount Revenue, Remaining Performance Obligation, Expected Timing of Satisfaction, Start Date Revenue, Remaining Performance Obligation, Expected Timing of Satisfaction, Start Date [Axis] Smart Global Holdings, Inc. Smart Global Holdings, Inc. [Member] Smart Global Holdings, Inc. Deferred: Deferred Income Tax Expense (Benefit), Continuing Operations [Abstract] Other Increase (Decrease) in Other Operating Assets and Liabilities, Net Other Performance Measure, Amount Other Performance Measure, Amount Finite-lived intangible assets, expected amortization for 2025 Finite-Lived Intangible Asset, Expected Amortization, Year Three Pre-tax loss on divestiture of 81% interest in SMART Brazil Discontinued Operation, Gain (Loss) from Disposal of Discontinued Operation, before Income Tax Leases Lessee, Operating Leases [Text Block] Ordinary shares, outstanding (in shares) Common stock, beginning balance (in shares) Common stock, ending balance (in shares) Common Stock, Shares, Outstanding Documents Incorporated by Reference Documents Incorporated by Reference [Text Block] Fixed lease cost Operating Lease, Cost Quarterly Financial Data (Unaudited) Condensed Financial Statements [Text Block] Noncurrent operating lease liabilities Operating Lease, Liability, Noncurrent Share dividend declared for each ordinary share owned (in shares) Stock Dividends, Shares Deferred revenue Contract with Customer, Liability, Current Entity Tax Identification Number Entity Tax Identification Number Schedule Of Finite Lived Intangible Assets [Table] Intangible Asset, Finite-Lived [Table] Summary of Long-Term Debt Schedule of Long-Term Debt Instruments [Table Text Block] Increases related to prior year tax provisions Unrecognized Tax Benefits, Increase Resulting from Prior Period Tax Positions Foreign Deferred Foreign Income Tax Expense (Benefit) Money market funds Money Market Funds [Member] Selling, general and administrative Selling, General and Administrative Expenses [Member] Treasury Shares Treasury Stock, Common [Member] Deferred tax assets: Deferred Tax Assets, Net [Abstract] U.S. Treasury securities US Treasury Securities [Member] Plan Name [Axis] Plan Name [Axis] Equity Components [Axis] Equity Components [Axis] Other current assets Other Assets, Current Research and Development Research and Development Expense, Policy [Policy Text Block] Net cash provided by (used for) investing activities from discontinued operations Cash Provided by (Used in) Investing Activities, Discontinued Operations Business Acquisition, Acquiree [Domain] Business Acquisition, Acquiree [Domain] Net cash provided by (used for) financing activities from discontinued operations Cash Provided by (Used in) Financing Activities, Discontinued Operations Options outstanding, Aggregate intrinsic value Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Outstanding, Intrinsic Value Business combination, consideration transferred, equity interests issued and issuable Business Combination, Consideration Transferred, Equity Interests Issued and Issuable Diluted earnings (loss) per share: Earnings Per Share, Diluted [Abstract] Contract with customer, refund liability, current Contract with Customer, Refund Liability, Current Loss on divestiture of 81% interest in SMART Brazil Discontinued Operation, Gain (Loss) on Disposal of Discontinued Operation, Net of Tax Geographical [Axis] Geographical [Axis] Net deferred tax assets Deferred Tax Assets, Net 2029 Lessee, Operating Lease, Liability, to be Paid, Year Five Deferred payment Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Payment Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Payment Repurchase of shares Shares acquired, value Stock Repurchased During Period, Value Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table [Member] Acquisition-related contingent consideration Business Combination, Contingent Consideration, Liability, Current Share issued under purchase plan (in shares) Stock Issued During Period, Shares, Employee Stock Purchase Plans Lessee Lease Description [Line Items] Lessee, Lease, Description [Line Items] Other noncurrent assets Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Other Noncurrent Assets Equity Plans Compensation and Employee Benefit Plans [Text Block] Cost of sales-related restructure Cost Of Goods And Services Sold, Restructuring Charges Cost Of Goods And Services Sold, Restructuring Charges Other Operating (Income) Expense Other Operating Income and Expense [Text Block] Cash, cash equivalents and restricted cash at beginning of period Cash, cash equivalents and restricted cash at end of period Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Foreign Current Foreign Tax Expense (Benefit) Settlement of 2026 Capped Calls Adjustments to Additional Paid in Capital, Settlement Of Capped Calls Adjustments to Additional Paid in Capital, Settlement Of Capped Calls Income and other taxes Accrued Income And Other Taxes Accrued income and other taxes. Consolidation Items [Axis] Consolidation Items [Axis] Dilutive effect of equity plans and convertible notes (in shares) Dilutive Effect Of Equity Plans And Convertible Notes Dilutive effect of equity plans and convertible notes. Debt covenant, total leverage ratio, scenario two Debt Covenant, Total Leverage Ratio, Scenario Two Debt Covenant, Total Leverage Ratio, Scenario Two Joseph Clark Trading Arrangement, Ordinary Shares [Member] Joseph Clark Trading Arrangement, Ordinary Shares Net income (loss) from continuing operations Income (Loss) from Continuing Operations, Net of Tax, Attributable to Parent Treasury shares (in shares) Treasury Stock, Common, Shares Forgone Recovery due to Disqualification of Tax Benefits, Amount Forgone Recovery due to Disqualification of Tax Benefits, Amount Payment of premium in connection with convertible note exchange Payment Of Premium For Convertible Notes In Excess Of Par Value Payment Of Premium For Convertible Notes In Excess Of Par Value Product and Service [Domain] Product and Service [Domain] Short-term lease cost Short-Term Lease, Cost Awards vested, Weighted average grant date fair value per share (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Vested in Period, Weighted Average Grant Date Fair Value Fair Value Disclosures [Abstract] Fair Value Disclosures [Abstract] Preferred stock, shares outstanding Preferred Stock, Shares Outstanding Security Exchange Name Security Exchange Name Debt instrument variable rate Debt Instrument, Basis Spread on Variable Rate Options exercised, Weighted average per share exercise price (in usd per share) Share-Based Compensation Arrangements by Share-Based Payment Award, Options, Exercises in Period, Weighted Average Exercise Price Operating lease right-of-use assets Disposal Group, Including Discontinued Operation, Operating Lease Right-Of-Use Assets, Noncurrent Gross Disposal Group, Including Discontinued Operation, Operating Lease Right-Of-Use Assets, Noncurrent Gross Costs to sell and other expenses Disposal Group, Including Discontinued Operation, Costs To Sell And Other Expenses Disposal Group, Including Discontinued Operation, Costs To Sell And Other Expenses State Current State and Local Tax Expense (Benefit) Joseph Clark Trading Arrangement, Restricted Stock [Member] Joseph Clark Trading Arrangement, Restricted Stock Forgone Recovery, Explanation of Impracticability Forgone Recovery, Explanation of Impracticability [Text Block] Research and development Research and Development Expense Shares Share-Based Compensation Arrangement by Share-Based Payment Award, Non-Option Equity Instruments, Outstanding [Roll Forward] Goodwill and Intangible Assets Disclosure [Abstract] Goodwill and Intangible Assets Disclosure [Abstract] Ordinary shares, issued (in shares) Common Stock, Shares, Issued Entity [Domain] Entity [Domain] Concentration risk, percentage Concentration Risk, Percentage Line of credit facility, maximum borrowing capacity Line of Credit Facility, Maximum Borrowing Capacity Research and development Disposal Group, Including Discontinued Operation, Research and Development Disposal Group, Including Discontinued Operation, Research and Development Total assets, net of impairment Disposal Group, Including Discontinued Operation, Assets Insider Trading Policies and Procedures Adopted Insider Trading Policies and Procedures Adopted [Flag] Accumulated depreciation Accumulated Depreciation, Depletion and Amortization, Property, Plant, and Equipment Other Non-operating (Income) Expense Other Nonoperating Income and Expense [Text Block] Significant Accounting Policies [Table] Significant Accounting Policies [Table] Significant accounting policies. Share-based Compensation Compensation Related Costs, Policy [Policy Text Block] Europe Europe [Member] Ordinary shares, authorized (in shares) Common Stock, Shares Authorized Acquisition of business, net of cash acquired Payments to Acquire Businesses, Net of Cash Acquired Deferred Tax Assets, Goodwill and Intangible Assets Deferred Tax Assets, Goodwill and Intangible Assets Other comprehensive income (loss), net of tax: Other Comprehensive Income (Loss), Net of Tax, Portion Attributable to Parent [Abstract] Entity Voluntary Filers Entity Voluntary Filers Cash and Cash Equivalents [Line Items] Cash and Cash Equivalents [Line Items] Total deferred Deferred Income Tax Expense (Benefit) Property and Equipment Property, Plant and Equipment Disclosure [Text Block] Payment of acquisition-related contingent consideration Payment for Contingent Consideration Liability, Financing Activities Presentation of SMART Brazil as Discontinued Operations Discontinued Operations, Policy [Policy Text Block] Entity Address, Country Entity Address, Country Other comprehensive income (loss) Other Comprehensive Income (Loss), Net of Tax, Portion Attributable to Parent Accounts receivable, net Accounts Receivable, after Allowance for Credit Loss, Current Debt instrument, convertible, initial conversion price per ordinary share Debt Instrument, Convertible, Conversion Price Options granted (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Grants in Period, Gross Ownership interest percentage Subsidiary, Ownership Percentage, Parent Mark Adams [Member] Mark Adams Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Debt Long-Term Debt Pension Adjustments Prior Service Cost Pension Adjustments Prior Service Cost [Member] 2030 and thereafter Long-Term Debt, Maturity, after Year Five Current liabilities of discontinued operations Disposal Group, Including Discontinued Operation, Liabilities, Current Selected quarterly consolidated financial data from continuing operations Condensed Financial Statements [Table Text Block] Fair Value By Balance Sheet Grouping [Table] Fair Value, by Balance Sheet Grouping [Table] Customer C Customer Two [Member] Customer C. Pension Benefits Adjustments, Footnote Pension Benefits Adjustments, Footnote [Text Block] Total Shareholder Return Vs Peer Group Total Shareholder Return Vs Peer Group [Text Block] Document Annual Report Document Annual Report Awards vested (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Vested in Period Total Penguin Solutions Shareholdersâ€™ Equity Parent Parent [Member] Amortization of intangible assets Amortization of acquisition-related intangibles Amortization of Intangible Assets Contract liabilities Contract with Customer, Liability Accounting Policies [Abstract] Accounting Policies [Abstract] Fair Value Measurements Fair Value Measurement, Policy [Policy Text Block] Business Acquisition Business Combination Disclosure [Text Block] Current Fiscal Year End Date Current Fiscal Year End Date Balance at beginning of period Balance at end of period SEC Schedule, 12-09, Valuation Allowances and Reserves, Amount Less imputed interest Lessee, Operating Lease, Liability, Undiscounted Excess Amount Other Accounts Payable and Other Accrued Liabilities, Current Short-term investments Short-Term Investments PEO Name PEO Name 2.25% Convertible Senior Notes Due 2026 2026 Notes Two Point Two Five Percentage Convertible Senior Notes Due Two Thousand Twenty Six [Member] Two point two five percentage convertible senior notes due two thousand twenty six. 2017 Share Incentive Plan (SGH Plan) Two Thousand Seventeen Share Incentive Plan S G H Plan [Member] 2017 share incentive plan, SGH Plan. Award Type [Domain] Award Type [Domain] Cash and cash equivalents Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Cash and Equivalents Share-based compensation Deferred Tax Assets, Tax Deferred Expense, Compensation and Benefits, Share-Based Compensation Cost Discontinued Operations, Held-for-Sale Discontinued Operations, Held-for-Sale [Member] Compensation Actually Paid vs. Company Selected Measure Compensation Actually Paid vs. Company Selected Measure [Text Block] Supplier Concentration Risk Supplier Concentration Risk [Member] Schedule of Intangible Assets and Goodwill by Segment Schedule of Intangible Assets and Goodwill [Table Text Block] Deferred tax assets Deferred Income Tax Assets, Net Non-PEO NEO Non-PEO NEO [Member] Assets acquired Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Assets Operating loss carryforward, subject to expiration Operating Loss Carryforward, Subject To Expiration Operating Loss Carryforward, Subject To Expiration Other non-operating (income) expense Disposal Group, Including Discontinued Operation, Other Expense Additional Paid-in Capital Additional Paid-in Capital [Member] Employee Savings and Retirement Plan Retirement Benefits [Text Block] Class Of Stock [Line Items] Class of Stock [Line Items] Concentrations Concentration Risk Disclosure [Text Block] Other Effective Income Tax Rate Reconciliation, Other Adjustments, Amount Finite-Lived Intangible Assets by Major Class [Axis] Finite-Lived Intangible Assets by Major Class [Axis] Accumulated Amortization Finite-Lived Intangible Assets, Accumulated Amortization Name Measure Name Entity Interactive Data Current Entity Interactive Data Current Net income (loss) from discontinued operations Net income (loss) from discontinued operations Income (Loss) from Discontinued Operations, Net of Tax, Attributable to Parent Diligence, acquisition and integration expense Restructuring And Integration Expense Restructuring and integration expense. Market Based Restricted Share Award Market Based Restricted Share Award [Member] Market-based restricted share award. Operating Activities [Axis] Operating Activities [Axis] Geographic Information Geographic Information Disclosure [Text Block] Geographic information disclosure. New Accounting Pronouncements Or Change In Accounting Principle [Line Items] New Accounting Pronouncements or Change in Accounting Principle [Line Items] Impairment of SMART Brazil assets Disposal Group, Including Discontinued Operation, Aggregate Asset Impairment Charge Disposal Group, Including Discontinued Operation, Aggregate Asset Impairment Charge Purchase of raw materials from suppliers Inventory Purchases Inventory purchases. Disaggregation Of Revenue [Table] Disaggregation of Revenue [Table] China CHINA Measurement input Business Combination, Contingent Consideration, Liability, Measurement Input Share-based compensation expense Share-based compensation expense Share-Based Payment Arrangement, Noncash Expense Net deferred tax assets Deferred Tax Assets, Net of Valuation Allowance Foreign withholding tax Effective Income Tax Rate Reconciliation, Foreign Withholding Tax, Amount Effective Income Tax Rate Reconciliation, Foreign Withholding Tax, Amount 2029 Notes Two Percent Convertible Senior Notes Due Two Thousand Twenty Nine [Member] Two Percent Convertible Senior Notes Due Two Thousand Twenty Nine Note interest rate Debt Instrument, Interest Rate, Stated Percentage Aggregate vesting date fair value of shares vested Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Aggregate Intrinsic Value, Vested Segment Reporting, Reconciling Item, Corporate Nonsegment Segment Reporting, Reconciling Item, Corporate Nonsegment [Member] Earnout Note Earnout Note [Member] earnout note [member] Other noncurrent liabilities Disposal Group, Including Discontinued Operation, Other Liabilities, Noncurrent Accounts payable and accrued expenses Business Combination Recognized Identifiable Assets Acquired And Liabilities Assumed Accounts Payable And Accrued Expenses Business combination recognized identifiable assets acquired and liabilities assumed accounts payable and accrued expenses. Capitalized research and development Deferred Tax Asset, In-Process Research and Development Total non-operating (income) expense Nonoperating Income (Expense) Services Service [Member] Concentration Risk Benchmark [Domain] Concentration Risk Benchmark [Domain] Auditor Firm ID Auditor Firm ID Effective tax rate Effective Income Tax Rate Reconciliation, Percent Operating income (loss) Total segment operating income Operating Income (Loss) AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward] AOCI Including Portion Attributable to Noncontrolling Interest, Net of Tax [Roll Forward] Variable Rate [Domain] Variable Rate [Domain] Change in valuation allowance Effective Income Tax Rate Reconciliation, Change in Deferred Tax Assets Valuation Allowance, Amount Number of reportable segments Number of Reportable Segments Total liabilities and equity Liabilities and Equity Rule 10b5-1 Arrangement Terminated Rule 10b5-1 Arrangement Terminated [Flag] Fair Value Hierarchy and NAV [Axis] Fair Value Hierarchy and NAV [Axis] Fair Value, Assets Measured on Recurring and Nonrecurring Basis Fair Value, Assets Measured on Recurring and Nonrecurring Basis [Table Text Block] Two Percent Convertible Senior Notes Due 2030 Two Percent Convertible Senior Notes Due 2030 [Member] Two Percent Convertible Senior Notes Due 2030 Revaluation of 19% retained interest in SMART Brazil Deconsolidation, Revaluation of Retained Investment, Gain (Loss), Amount Deferred payment Noncash or Part Noncash Divestiture, Amount of Consideration Received Net income (loss) from discontinued operations Income (Loss) from Discontinued Operations, Net of Tax, Including Portion Attributable to Noncontrolling Interest Finite-Lived Intangible Assets, Major Class Name [Domain] Finite-Lived Intangible Assets, Major Class Name [Domain] Summary of Aggregate Restricted Award Activity and Assumptions Share-Based Payment Arrangement, Restricted Stock and Restricted Stock Unit, Activity [Table Text Block] Summary of Maturities of Debt Schedule of Maturities of Long-Term Debt [Table Text Block] Right-of-use assets obtained in exchange for operating lease liabilities Right-of-Use Asset Obtained in Exchange for Operating Lease Liability Underlying Security Market Price Change Underlying Security Market Price Change, Percent Measurement Input Type [Axis] Measurement Input Type [Axis] Individual: Individual [Axis] Impairment of SMART Brazil assets Disposal Group, Including Discontinued Operation, Asset Impairment Charge Disposal Group, Including Discontinued Operation, Asset Impairment Charge Buildings and building improvements Building and Building Improvements [Member] Accumulated Other Comprehensive Income (Loss) AOCI Attributable to Parent [Member] Other current assets Disposal Group, Including Discontinued Operation, Other Assets, Current Gross Disposal Group, Including Discontinued Operation, Other Assets, Current Gross Options forfeited and cancelled, Weighted average per share exercise price (in usd per share) Share-Based Compensation Arrangements by Share-Based Payment Award, Options, Forfeitures in Period, Weighted Average Exercise Price Inventories Total inventories Inventory, Net Total liabilities Disposal Group, Including Discontinued Operation, Liabilities Net cash used for investing activities from continuing operations Net Cash Provided by (Used in) Investing Activities,

Continuing Operations Product and Service [Axis] Product and Service [Axis] Property Plant And Equipment [Line Items] Property, Plant and Equipment [Line Items] Statement [Line Items] Statement [Line Items] Measurement Input Type [Domain] Measurement Input Type [Domain] Cumulative translation adjustment Disposal Group, Including Discontinued Operation, Cumulative Translation Adjustment Disposal Group, Including Discontinued Operation, Cumulative Translation Adjustment Put option exercise windows Divestiture Of Interest In Consolidated Subsidiary, Put Option Exercise Windows Divestiture Of Interest In Consolidated Subsidiary, Put Option Exercise Windows Operating expenses: Operating Expenses [Abstract] Total net assets acquired Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Net Schedule of Property and Equipment Property, Plant and Equipment [Table Text Block] Compensation Actually Paid vs. Total Shareholder Return Compensation Actually Paid vs. Total Shareholder Return [Text Block] Total consideration Business Combination, Consideration Transferred Derivative Instruments Derivatives, Policy [Policy Text Block] Unamortized debt discounts and issuance costs Less unamortized debt issuance costs Debt Instrument, Unamortized Discount (Premium) and Debt Issuance Costs, Net Net income ratio Net Income Ratio Net Income Ratio Summary of Intangible Assets Schedule of Finite-Lived Intangible Assets Acquired as Part of Business Combination [Table Text Block] Minimum Minimum [Member] Unamortized debt issuance expense Unamortized Debt Issuance Expense Adoption Date Trading Arrangement Adoption Date Customer advances Contract with Customer, Liability, Noncurrent Consecutive trading period Sale Of Stock, Convertible Preferred Stock, Consecutive Trading Period Sale Of Stock, Convertible Preferred Stock, Consecutive Trading Period Segments [Axis] Segments [Axis] Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member] Debt covenant, interest coverage ratio Debt Covenant, Interest Coverage Ratio Debt Covenant, Interest Coverage Ratio Statutory tax rate Effective Income Tax Rate Reconciliation, at Federal Statutory Income Tax Rate, Percent Derivative Instrument [Axis] Derivative Instrument [Axis] Debt instrument outstanding amount Long-Term Debt, Gross Exercise Price Award Exercise Price Liquidation preference Sale Of Stock, Convertible Preferred Stock, Liquidation Preference Sale Of Stock, Convertible Preferred Stock, Liquidation Preference Selling, general and administrative Disposal Group, Including Discontinued Operation, General and Administrative Expense Net Tax Effects of Temporary Differences Between Bases of Assets and Liabilities Schedule of Deferred Tax Assets and Liabilities [Table Text Block] Arrangement Duration Trading Arrangement Duration Net operating loss carryforwards Operating Loss Carryforwards Intangible Assets and Goodwill Goodwill and Intangible Assets Disclosure [Text Block] Continuing operations Income (Loss) from Continuing Operations, Per Basic Share Penguin Solutions shareholdersâ€™ equity: Equity, Attributable to Parent [Abstract] U.S. Federal Domestic Tax Jurisdiction [Member] Derivative Asset, Statement of Financial Position [Extensible Enumeration] Derivative Asset, Statement of Financial Position [Extensible Enumeration] Income tax provision (benefit) Discontinued Operation, Tax Effect of Gain (Loss) from Disposal of Discontinued Operation Material Terms of Trading Arrangement Material Terms of Trading Arrangement [Text Block] Finite-lived intangible assets, expected amortization for 2026 Finite-Lived Intangible Asset, Expected Amortization, Year Four All Individuals All Individuals [Member] Reporting Unit [Axis] Reporting Unit [Axis] Variable Rate [Axis] Variable Rate [Axis] Income Tax Disclosure [Abstract] Income Tax Disclosure [Abstract] Debt instruments fair value Debt Instrument, Fair Value Disclosure Other non-operating (income) expense Other Nonoperating Income (Expense) Tax amortizable goodwill Deferred Tax Assets Tax Amortizable Goodwill Deferred tax assets tax amortizable goodwill. Statement of Stockholders' Equity [Abstract] Statement of Stockholders' Equity [Abstract] Intangible assets, net Intangible Assets, Net (Excluding Goodwill) Receivables [Abstract] Receivables [Abstract] Unrecognized compensation costs related to awards Share-Based Payment Arrangement, Nonvested Award, Excluding Option, Cost Not yet Recognized, Amount Debt instrument, convertible, product percentage of last reported sale price per ordinary share and conversion rate (less than) Debt Instrument Convertible Product Percentage Of Last Reported Sale Price Per Ordinary Share And Conversion Rate Debt instrument, convertible, product percentage of last reported sale price per ordinary share and conversion rate. Disposal Groups, Including Discontinued Operations [Line Items] Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items] Contract with customer, liability, revenue recognized, customer advances Contract With Customer, Liability, Revenue Recognized, Customer Advances Contract With Customer, Liability, Revenue Recognized, Customer Advances Disposal Groups, Including Discontinued Operations [Table] Disposal Groups, Including Discontinued Operations [Table] Treasury Shares Treasury Shares Policy [Policy Text Block] Treasury shares. Schedule of Noncash or Part Noncash Divestitures Schedule of Noncash or Part Noncash Divestitures [Table Text Block] Accounts payable and accrued expenses Total Accounts Payable And Accrued Liabilities, Current Liabilities assumed Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Liabilities Valuation Approach and Technique [Axis] Valuation Approach and Technique [Axis] Repurchase of shares (in shares) Repurchase of ordinary shares (in shares) Stock Repurchased During Period, Shares Cost of materials and services invoiced in connection with logistics services Contract with Customer, Receivable, after Allowance for Credit Loss Foreign income taxes at different rates Effective Income Tax Rate Reconciliation, Foreign Income Tax Rate Differential, Percent Restricted awards, service period Share-Based Compensation Arrangement by Share-Based Payment Award, Award Requisite Service Period Cumulative Effect, Period of Adoption [Domain] Cumulative Effect, Period of Adoption [Domain] LED Business L E D Business [Member] LED Business [Member] Amount Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Finite-Lived Intangibles Federal Deferred Federal Income Tax Expense (Benefit) Share Repurchase Program [Domain] Share Repurchase Program [Domain] The Credit Facility Agreement The Credit Facility Agreement [Member] The Credit Facility Agreement Commitments and Contingencies Commitments and Contingencies Disclosure [Text Block] Finite-lived intangible assets, expected amortization, thereafter Finite-Lived Intangible Asset, Expected Amortization, after Year Five Measure: Measure [Axis] Auditor Information [Abstract] Auditor Information Increases related to current year tax provisions Unrecognized Tax Benefits, Increase Resulting from Current Period Tax Positions Awards outstanding, Aggregate intrinsic value Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Aggregate Intrinsic Value, Outstanding Preferred stock, authorized (in shares) Preferred Stock, Shares Authorized Shares issued under equity plans (in shares) Stock Issued During Period, Shares, New Issues Percentage of inventories Percentage Of Inventories Percentage of inventories. Entity Emerging Growth Company Entity Emerging Growth Company Disposal Group, Including Discontinued Operation, Balance Sheet Disclosures [Abstract] Disposal Group, Including Discontinued Operation, Balance Sheet Disclosures [Abstract] 2029 Long-Term Debt, Maturity, Year Five Lessee Lease Description [Table] Lessee, Lease, Description [Table] Cost of sales Disposal Group, Including Discontinued Operation, Costs of Goods Sold Non-GAAP Measure Description Non-GAAP Measure Description [Text Block] Impact of income tax holidays, decrease in income tax expense Income Tax Holiday, Aggregate Dollar Amount Schedule of Accounts Payable and Accrued Expenses Schedule of Accounts Payable and Accrued Liabilities [Table Text Block] Salaries, wages and benefits Accrued Salaries Wages And Benefits Accrued salaries, wages and benefits. Other noncurrent assets Disposal Group, Including Discontinued Operation, Other Assets, Noncurrent Gross Disposal Group, Including Discontinued Operation, Other Assets, Noncurrent Gross Quarterly Financial Information [Line Items] Quarterly Financial Information [Line Items] Quarterly Financial Information Equity Component [Domain] Equity Component [Domain] Preferred stock, par value (in dollars per share) Preferred Stock, Par or Stated Value Per Share Accounting Standards Update [Extensible Enumeration] Accounting Standards Update [Extensible Enumeration] Additional Authorization Additional Authorization [Member] Additional Authorization Property and equipment, net Disposal Group, Including Discontinued Operation, Property, Plant and Equipment, Noncurrent Gross Disposal Group, Including Discontinued Operation, Property, Plant and Equipment, Noncurrent Gross Total current assets Disposal Group, Including Discontinued Operation, Assets, Before Impairment, Current Disposal Group, Including Discontinued Operation, Assets, Before Impairment, Current Net cash paid for settlement and purchase of capped calls Payments To Acquire Capped Calls Payments To Acquire Capped Calls Net cash provided by (used for) operating activities from discontinued operations Cash Provided by (Used in) Operating Activities, Discontinued Operations Additional 402(v) Disclosure Additional 402(v) Disclosure [Text Block] Reclassifications out of accumulated other comprehensive income Reclassification from Accumulated Other Comprehensive Income, Current Period, Net of Tax Change in fair value of contingent consideration Change in fair value of contingent consideration Business Combination, Contingent Consideration Arrangements, Change in Amount of Contingent Consideration, Liability Entity Shell Company Entity Shell Company Valuation Allowance [Line Items] Valuation Allowance [Line Items] Entity Incorporation, State or Country Code Entity Incorporation, State or Country Code Proceeds from maturities of investment securities Proceeds from Maturities, Prepayments and Calls of Held-to-Maturity Securities SEC Schedule, 12-09, Valuation Allowances and Reserves [Domain] SEC Schedule, 12-09, Valuation Allowances and Reserves [Domain] Statement [Table] Statement [Table] Purchase obligation due period Purchase Obligation Due Period Purchase obligation due period. Total interest cost recognized Interest Expense, Debt Significant Accounting Policies Significant Accounting Policies [Text Block] Consolidation Items [Domain] Consolidation Items [Domain] Income (loss) before taxes Discontinued Operation, Income (Loss) from Discontinued Operation, before Income Tax 2030 Notes Senior Notes Due Two Thousand Thirty [Member] Two point two five percentage convertible senior notes due two thousand twenty six. Interest paid, excluding capitalized interest, operating activities Interest Paid, Excluding Capitalized Interest, Operating Activities Option Indexed to Issuer's Equity, Type [Domain] Option Indexed to Issuer's Equity, Type [Domain] Accounts payable for property and equipment Accounts Payable For Property And Equipment Accounts payable for property and equipment. Noncurrent operating lease liabilities Business Combination Recognized Identifiable Assets Acquired And Liabilities Assumed Long Term Operating Lease Liabilities Business combination recognized identifiable assets acquired and liabilities assumed long-term operating lease liabilities. Concentration Risk Benchmark [Axis] Concentration Risk Benchmark [Axis] Total current assets Assets, Current Statement of Cash Flows [Abstract] Statement of Cash Flows [Abstract] Debt conversion Debt Conversion, Converted Instrument, Amount Operating lease liabilities Deferred Tax Assets Operating Lease Liability Deferred tax assets operating lease liability. Trade accounts receivable, sale Accounts Receivable, Sale Options exercisable (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercisable, Number 2027 Long-Term Debt, Maturity, Year Three Lexar Europe B.V. Lexar Europe B.V. [Member] Lexar Europe B.V. Debt Instrument [Table] Schedule of Long-Term Debt Instruments [Table] Accounting Standards Update [Axis] Accounting Standards Update [Axis] Equity securities without readily determinable fair value, amount Equity Securities without Readily Determinable Fair Value, Amount Entity Well-known Seasoned Issuer Entity Well-known Seasoned Issuer Income Taxes Income Tax Disclosure [Text Block] 2028 Lessee, Operating Lease, Liability, to be Paid, Year Four Non-deductible expenses (non-taxable income) Effective Income Tax Rate Reconciliation, Nondeductible Expense, Amount Ordinary Share Repurchases For Withholding Ordinary Share Repurchases For Withholding [Member] Ordinary Share Repurchases For Withholding Deferred net cash adjustment, nominal amount Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Net Cash Adjustment, Notional Amount Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Deferred Net Cash Adjustment, Notional Amount Total enterprise value, percentage Total Enterprise Value, Percentage Total Enterprise Value, Percentage Organization, Consolidation and Presentation of Financial Statements [Abstract] Weighted-average discount rate for operating leases Operating Lease, Weighted Average Discount Rate, Percent Net cash provided by (used for) financing activities Net Cash Provided by (Used in) Financing Activities Accruals and allowances Deferred Tax Assets, Tax Deferred Expense, Reserves and Accruals Goodwill impairment Effective Income Tax Rate Reconciliation, Nondeductible Expense, Impairment Losses, Amount Customer B Customer One [Member] Customer B. Accounting Changes and Error Corrections [Abstract] Accounting Changes and Error Corrections [Abstract] Credit Facility [Axis] Credit Facility [Axis] Deferred payment, discount rate Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Discount Rate Noncash Or Part Noncash Divestiture, Amount of Consideration Received, Discount Rate Deferred cash adjustment Noncash or Part Noncash Divestiture, Amount of Consideration Received, Adjustment Noncash or Part Noncash Divestiture, Amount of Consideration Received, Adjustment Entity Registrant Name Entity Registrant Name Payments to acquire businesses, gross Payments to Acquire Businesses, Gross Adjustment to Non-PEO NEO Compensation Footnote Adjustment to Non-PEO NEO Compensation Footnote [Text Block] Depreciation expense and amortization of intangible assets Depreciation, Depletion and Amortization Gross profit Gross profit Gross Profit State Deferred State and Local Income Tax Expense (Benefit) Fair Value as of Grant Date Award Grant Date Fair Value Customer Concentration Risk Customer Concentration Risk [Member] Foreign income taxes at different rates Effective Income Tax Rate Reconciliation, Foreign Income Tax Rate Differential, Amount Level 2 Fair Value, Inputs, Level 2 [Member] Geographical [Domain] Geographical [Domain] Shares issued under equity plans Stock Issued During Period, Value, New Issues Debt Long Term Debt Excludes Line Of Credit Long term debt excludes line of credit Schedule of Share Based Compensation Expense Allocation Share-Based Payment Arrangement, Expensed and Capitalized, Amount [Table Text Block] Restatement Determination Date: Restatement Determination Date [Axis] Title of 12(b) Security Title of 12(b) Security Concentration Risk Type [Axis] Concentration Risk Type [Axis] Document Financial Statement Error Correction Document Financial Statement Error Correction [Flag] Share-based Payment Arrangement [Abstract] Share-Based Payment Arrangement [Abstract] Other Other General Expense Equity securities, FV-NI, noncurrent Equity Securities, FV-NI, Noncurrent State income tax, net of federal benefit Effective Income Tax Rate Reconciliation, State and Local Income Taxes, Percent Finite Lived Intangible Assets [Line Items] Finite-Lived Intangible Assets [Line Items] Cash flows from financing activities Net Cash Provided by (Used in) Financing Activities [Abstract] Concentration Risk [Line Items] Concentration Risk [Line Items] State income tax, net of federal benefit Effective Income Tax Rate Reconciliation, State and Local Income Taxes, Amount Fair market value percentage of ordinary share Share Based Compensation Fair Market Value Percentage Of Ordinary Share Share based compensation fair market value percentage of ordinary share. Reporting Unit [Domain] Reporting Unit [Domain] Cash and Cash Equivalents [Domain] Cash and Cash Equivalents [Domain] Gross deferred tax liabilities Deferred Tax Liabilities, Gross Valuation Approach and Technique [Domain] Valuation Approach and Technique [Domain] Basic (in usd per share) Earnings Per Share, Basic Proceeds from issuance of ordinary shares Proceeds from Issuance of Common Stock Operating lease payments Operating Lease, Payments Malaysia Malaysia MALAYSIA Award Timing MNPI Disclosure Award Timing MNPI Disclosure [Text Block] Effective Income Tax Rate Reconciliation, Tax Credit, Amount [Abstract] Effective Income Tax Rate Reconciliation, Tax Credit, Amount [Abstract] Expiration term Share-Based Compensation Arrangement by Share-Based Payment Award, Expiration Period Ownership [Domain] Ownership [Domain] Aggregate Pension Adjustments Service Cost Aggregate Pension Adjustments Service Cost [Member] Property and Equipment Property, Plant and Equipment, Policy [Policy Text Block] Intangible assets Deferred Tax Liabilities, Intangible Assets Total current liabilities Liabilities, Current Share Repurchase Program [Axis] Share Repurchase Program [Axis] Finite-lived intangible assets, expected amortization for 2023 Finite-Lived Intangible Asset, Expected Amortization, Year One Range of outcomes, value, high Business Combination, Contingent Consideration Arrangements, Range of Outcomes, Value, High Awards granted (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Grants in Period Gain (loss) on extinguishment of debt, before debt issuance cost writeoff Gain (Loss) on Extinguishment of Debt, before Debt Issuance Cost Writeoff Total operating expenses Disposal Group, Including Discontinued Operation, Operating Expense Option Indexed to Issuer's Equity, Equity [Table] Option Indexed to Issuer's Equity, Equity [Table] Operating Activities [Domain] Operating Activities [Domain] Debt instrument, convertible, threshold percentage of stock price trigger Debt Instrument, Convertible, Threshold Percentage of Stock Price Trigger Entity Address, City or Town Entity Address, City or Town Leases Lessee, Leases [Policy Text Block] Summary of Share Options Share-Based Payment Arrangement, Option, Activity [Table Text Block] Total intrinsic value of employee stock options exercised Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Exercises in Period, Intrinsic Value Share-based compensation expense Share-Based Payment Arrangement, Expense Divestiture of SMART Brazil Disposal Groups, Including Discontinued Operations, Disclosure [Text Block] Investments, Debt and Equity Securities [Abstract] Schedule of Options Indexed to Issuer's Equity Schedule of Options Indexed to Issuer's Equity [Table Text Block] Options granted, Weighted average per share exercise price (in usd per share) Share-Based Compensation Arrangements by Share-Based Payment Award, Options, Grants in Period, Weighted Average Exercise Price Contribution expense under 401(k) plan Defined Contribution Plan, Employer Discretionary Contribution Amount Awards forfeited and cancelled (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Forfeited in Period Business Acquisition [Axis] Business Acquisition [Axis] Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year [Member] Foreign Foreign Tax Jurisdiction [Member] Operating right-of-use assets Deferred Tax Liabilities, Leasing Arrangements Cash and Cash Equivalents [Axis] Cash and Cash Equivalents [Axis] Revenue and Customer Contract Balances Revenue from Contract with Customer [Text Block] Document Fiscal Year Focus Document Fiscal Year Focus Debt Instrument, Name [Domain] Debt Instrument, Name [Domain] Non-U.S. Income (Loss) from Continuing Operations before Income Taxes, Foreign Finite-lived intangible assets, expected amortization for 2027 Finite-Lived Intangible Asset, Expected Amortization, Year Five Document Period End Date Document Period End Date Sale of Stock [Axis] Sale of Stock [Axis] Finished goods Inventory, Finished Goods, Net of Reserves Base Rate Base Rate [Member] Total Lessee, Operating Lease, Liability, to be Paid Awards outstanding beginning balance (in shares) Awards outstanding ending balance (in shares) Share-Based Compensation Arrangement by Share-Based Payment Award, Equity Instruments Other than Options, Nonvested, Number Insider Trading Arrangements [Line Items] Other current liabilities Disposal Group, Including Discontinued Operation, Other Liabilities, Current Gross Disposal Group, Including Discontinued

Operation, Other Liabilities, Current Gross Optimized LED Optimized LED [Member] LED solutions. Noncurrent deferred tax liabilities Disposal Group, Including Discontinued Operation, Deferred Tax Liabilities Other assets Increase (Decrease) in Other Current Assets Valuation Allowance [Table] Deferred Tax Asset, Valuation Allowance [Table] 2027 Lessee, Operating Lease, Liability, to be Paid, Year Three Schedule of Purchase Price Schedule of Business Acquisitions, by Acquisition [Table Text Block] Revenue recognized Contract with Customer, Liability, Revenue Recognized Income Taxes [Table] Income taxes [Table] Income taxes table. Document Transition Report Document Transition Report Purchase Obligation Reconciliation of Beginning and Ending Amount of Unrecognized Tax Benefits Schedule of Unrecognized Tax Benefits Roll Forward [Table Text Block] Tax credits Effective Income Tax Rate Reconciliation, Tax Credit, Percent Customer [Domain] Customer [Domain] Entity Current Reporting Status Retained Earnings Retained Earnings [Member] Ownership Segment percentage by noncontrolling owners Subsidiary, Ownership Percentage, Noncontrolling Owner Amortization of debt issuance costs Amortization of Debt Issuance Costs Statement of Operations Reporting Information By Segment [Table] Schedule of Revenues from External Customers and Long-Lived Assets [Table] RSUs Restricted Stock Units (RSUs) [Member] Cap price (in dollars per share) Option Indexed to Issuer's Equity, Cap Price Derivative, Cap Price Per Share Increase (Decrease) in Stockholders' Equity [Roll Forward] Increase (Decrease) in Stockholders' Equity [Roll Forward] Executive Category: Executive Category [Axis] Other current liabilities Business Combination, Recognized Identifiable Assets Acquired and Liabilities Assumed, Current Liabilities, Other Fair value of Stratus Earnout Payment for Contingent Consideration Liability, Investing Activities Proceeds, less costs to sell and other expenses: Disposal Group, Including Discontinued Operation, Consideration, Net Expenses Disposal Group, Including Discontinued Operation, Consideration, Net Expenses Restructuring costs payable Restructuring Reserve Stock repurchase agreement, ownership rights, percent Stock Repurchase Agreement, Ownership Rights, Percent Stock Repurchase Agreement, Ownership Rights, Percent Income Statement [Domain] Statement of Income Location, Balance [Domain] Letter of Credit Letter of Credit [Member] Company Selected Measure Name Company Selected Measure Name EX-101.PRE 19 peng-20240830_pre.xml XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT GRAPHIC 20 peng-20240830_g1.jpg begin 644 peng-20240830_g1.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ # _X1#Z17AI9@ 34T *@ @ ! $[(M 0 (2H=I 0 ! (6IR= $ @ 0TNH< < @, /@ M FMC.60G/SX- M"CQX.GAM<&UE=&$@>&ULG,Z>#TB861O8F4Z;G,Z;65T82\B/CQR9&8Z4D1& M('AM;&YS.G)D9CTB:'1T<#HO+W=W=RYW,RYO&ULG,Z7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76UJC9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ 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-
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4444 ?>E%%%0:A1110 4444 %%% M% !1110 4444 %%% !7@O[3?_L?]O?_M&O>J\% _:;_.98_P"WO_VC36XG ML>"T4451F%%%% !1110!TWPV_P"2G>'?^PA% _P"A"OLZOC'X;?\ )3O#O_80
MB_\ 0A7V=4LN(4444B@HHHH **** "OBGQW_,E&\2?]A6Z_]'-7VM7Q3X[_M .2C>)/^PK=?^CFIHF1@T4451 4444 %%%% 'T;^S7_R*>L?]?H_] %>SUXQ M^S7_,BGK'_7Z/\ T 5[/4OQJ?\
61D8=?R)Q[X-?:-G>0:A8P7EG();>XC66*0='1AD'\0:EFB9 M-1112&%%%% !1110 4444 %%%% !7@/[37_'SX;_-RY_G'7OU>_M-?\?/A MO_Y_LS?\?_(B_Z9?O$>O&HOG[]F;_M (_ !%_UR@_F]?0-
2)S1;!7Q3K[?^PK=?^CFK[6KX\=_P#)1O$Q M_85NO_1S4(4C!HHHJB HHHH **** "BO8?A#*\="\<^%KO4]:GO4EBO6MT6W MD51@(C9.5//S_I7>_P##.W@W_GXU;_P(3_XBBY5F?,-%?
3W_SMX-_Y^-6_M\"$_^(H_X9V\&_\/QJW_@0G_P 12N@Y6?,-%?3W_#.W@W_GXU;_,"$_P#B M*^\ AG;P;_S\:M_X$)_\11=!RL^8:*^GO^&=O!O_#\:M_X$)_\$4?\[>#_M?^?C5O\ P(3_.(HN@Y6?,-
%?3,O[./A%@?+U#6(SCC]]$0/_(?]:Y_4/V:#_MLD?2?$N6Q^[BN;3_)]W5N/\ OFBZ"S/UJ*]$UCX&>.-)WM%80ZE$B@F2QF#? M@%;;Q/T%
<%>65UIUW):ZA;36MQ&^"/%$&KO6.9$'RX7%N6P)XSU7Z]P>Q Z]*YZB@9]TZ3JEIK>D6NI:=*) MK6ZC$D;@]CV/H1T([$$5;KY_9V\9&&^N?"=],QCN ;BQ#'(5P,R(/[!N]/E
M;N:^@ZDM:A1112&%%%% !7R5\O^&9/^IM_\IO\ ]MH_X9D_ZFW_,IO_P!MHN@LSP6BO>O^ M&9/^IM_\IO\ ]MH_X9D_ZFW_,IO_P!MHN@LSP6BO>O^&9/^IM_\IO\ ]MH_ MX9D_ZFW_
,IO_P!MHN@LSP6BO>O^&9/^IM_\IO\ ]MH_X9D_ZFW_,IO_P!M MHN@LSP6BO>O^&9/^IM_\IO\ ]MH_X9D_ZFW_ ,IO_P!MHN@LSP6BO>O^&9/^ MIM_\IO\ ]MH_X9D_ZFW_
,IO_P!MHN@LSP6NJ^&/_)4?#W_7ZG\Z]0_X9D_Z MFW_RF_\ VVM7PQ^S_9A*(\YXHT_6/^$F^T_8IUF\G[!LWX[9\PX_(TKH+,]EH MHHJ2PHHHH **** "O@Z;_7R?[Q_G7WC7P=-
_KY/]X_SJD3(91113("BBB@ H MHHH **** "BBB@ KW;]G;QD4FN?"5_.2KYN+ .W0C_6(/J/FP/1SWKPFK.FZ MA5=1! MBF<^6_1D/N&!'OBM:H- HHHH **** "BBB@ HHHH *\%_:;_ .98_P"WO_VC
M7O5>" M-_P#,L?\ ;W_[1IK<3V/!:***HS"BBB@ HHHH];_&N#_9D#XN;B-N+IQV!'5 ?2PJYZ &NC^.OQ,^QP/ MX2T&X87,@_XF$T;8V(1_J@?4_P 7MQSDX^>ZI(EL****9 4444 %%%% !111 M0
45/96-WJ5XEIIUK-=7$APD,$9=V^@'->E>'?@#XLU=DDU7R-&MB029V\R4 MJ1U"+W'HQ7K0,\NHKZ&M*=I1AW%G&KG_@0 M&0??-%PY3XJHKZNUX$^!;Z/;!]Q8-_?MKE_DY8?I7!>(?
V;;R(/+X8UF. MX7)*V]\FQ@,=-ZY#'ZJHHNA69X=16_XB\"^)O"GS:[H]Q;19 \\ /%D]!O7* MY]LYK IB"BBB@04444 %%%% !3HY'AE62)V21"&5E."I'0@TVB@#ZE^$/Q3B
M\96"Z1K#"/7+6/[Q/%V@_C'^T/XA^(XR%)KX1LKVYTZ^AO+&9X+F!Q)%*AP MR,.A%?7OPT\?VWC[PW]J"K#J%J5CO8 >%8CAE_V6P" M_M- \RQ_V]_^T:]ZKP7]IO\ YEC_ +>_.::-
;B>QX+1115&84444 %%%% '3 M?#;_)*=X=_["$7_ *$^^SJ^,?AM_P E._]A"+_P!"%?9U2RXA1112*"BB MB@ HHHH ^^*?'?\ R4;Q)_V%;K_TL?]?H_P#0!7L] M2]S1;!1112&%%%%
!1110!GZ_P#\BUJ?_7I+_P"@&OANON37_P#D6M3_.O2 M7_T U\-U2)D%%%%,@**** "BBB@ HHHH **** "OH?\ 9Y\:1W.ES>$[V0+/ M:EI[/)^_&3EU'N&.?7#'TKYXK3\.:[=>&?$ECK-C_KK.42!JG&
<$'([$$5>]#0**** "BBB M@ HHHH **** "O ?VFO^/GPW_N7/\XZ]^KP']IK_(^?#?\ N7/\XZ:W$]CP MFBBBJ,PHHHH **** /<_V9O^/_Q%_P!7M6&9X1CDC'WU^G(R.#@#FO'
MZ^]*\%^.'PMBC@G\6^'H-A#;]1MXQP0?^6RCMS[[_OKL35)DM'@M%%%,@*** M* "BBB@"SINH7&DZI:ZA8OY=S:S+-$^_<,IR.#P>17V[HNJP:YH5EJEH?W-Y M DR#..=NX9P?<=#
[BOAFOI;]G7Q ^H^"[S1YBS-I5QF,[0 (I?44 MF5$]>HHHJ2PHHHH *^2OCA_R6'6?I!_Z(CKZUKY*^.' "6'6?I!_P"B(Z:) MEL]?LR?\ ,S_]NG_M:O>J\%_9D_YF?_MT_P#:U>]5 M+W-%L%%%%(84444
%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4 M444 %?!TW^OD_PI'X_P Z^\:^#IO]?)_O'^=4B9#****9 4444 %%%% !1110 M 4444 %%%% 'L7[(GC)=*\03^'+Z;9;ZF0]MN;Y5G
Z>@W+Q[E5'>OI*O@Z" M>6UN8KBVD:*:)P\Q!K[.\!>+(/&G@VRU>$@3,OEW48Q^[F7[PP M#P.X_P!E@>))EQ9T=%%%24%%%% !1110 4444 %>"_M- P#,L?\ ;W_[1KWJ MO!?VF_\ F6/^WO\
]HTUN)['@M%%%49A1110 4444 >M_LX?\E&O_P#L%2?^ MCHJ^F:^9OV21SEG8G))/+3-%M7NKJ M7HJCA1W9CT 'J: *$<;RR+'$C.[D*JJ,EB>@ KV+P)\ =0U79?>,FDTRTZK: M1D>?
(,=SR$'L@QQNZGGH M#MKT"DV6HF1X>*Z)X4LC:^'].ALXV^^R#+R=?O..U:]%%24%%%% M!1110 4444 %%%% #9(TEB:.5%="!5E89#]017F'B_X#^&M>CEGT1?[$OFY
M!A&8&/H8^P_W<8]#7J-% 'Q=XM\!>(?!5UY>N616%FVQW47SPR?1NWK@X/M7 M.5]UZAIUGJVGS6.I6T5U:S+MDAE4,K#KT^O/UKY\^)?P*GTE9-6\%I+=662T MVG\M+ /5#U=?;
[PX^]SBDR&CQ>BBBF2%%%% !116YX2\'ZOXTUA=/T2WWL,& M69SB.%?[S'M].I[T#*WA_PYJGBG5X]-T.T>YN7&2!P$7NS'H![FOJ[X=?#? M3? &ED0XN-3N$ NKL_Q=]J^B@_B>">V+_@CP-
I/@31!8Z5'OFDPUU=N/GN' MZGT R<+T&3W))Z21;+2L%%%%(84444 %%%% '$_&+_DD>N_]_ &C7O5>"_M- \RQ_V]_^ MT::W$]CP6BBBJ,PHHHH **** .F^&W_)3O#O_80B_P#0A7V=7QC\-O\
DIWA MW_L(1?\ H0K[J67$****104444 %%%% !7Q3X[_.2C>)/^PK=?^CFK[6KX M\\=_\E&\2?\ 85NO_1S4T3(P:***H@**** "BBB@#Z-_9K_Y%/6/^OT?^@"O M9Z\8_9K_.13UC_K]'_H
KV>I>YHM@HHHI#"BBB@ HHHH S]?_Y%K4_^O27_M - -?#=?Z_L\>-A%/-X0OGXE+7%B3_'@,O'^0W#Z-ZBO?Z^%=*U*YT;5K74K! M_+N;259HFQG#*] M2RXLV****104444 %%%% !1110
5X#^TU_Q\^&_]RY_G'7OU>_M-?\'SX;_M P!RY_G'36XGL>$T4451F%%%% !1110![G^S-_Q_^(O^N4\WKZ!KY^_9F_X_M P#Q%_UR@_F]?0-2)S1;!7Q3K[_Y*-XD_P"PK=?
^CFK[6KX\=_\E&\2?]A6 MZ_\ 1S4(4C!HHHJB HHHH **** /IC]G#_DG5_\ ]A63_P!%15ZY7D?[.'_) M.K__ +"LG_HJ*O7*E[FBV"BBBD,**** "BBB@ HHHH **** "FRQ1SPO%/&L
MDCC4.DC625V'PGU)=*^*V@7#KN#W/V?'O*IB! M_-Z!K<^Q****@"T"BBB@ KY*^._'_)8=9^D'_HB.OK6ODKXX?\EAUGZ0?^B(Z: M)EL]?LR?\S/\ ]NG_ +6KWJO!?V9/^9G_ .W3_P!K
M5[U4O/\Z^\:^#IO]?)_O'^=4B9#****9 4444 %%%% %O5= M*O=$U.73]5MVMKJ'&^-NHR P_,$'\:J5[Q\>_"'SZ/IOC#3X\LL4=O>[5^\I M'[N0\>IVDGU0=J\'H&%%%% @HHHH *]1^!/C-?
#GC(Z3>OMLM8*Q;CT289\L M_CDK_P "!/ KRZ@'!R.#0,^]**XOX6>-8_&W@N"YD"_M- P#,L?\ ;W_[1KWJO!?VF_\ F6/^ MWO\ ]HTUN)['@M%%%49A1110 4444 >M_LX?\E&O_P#L%2?
^CHJ^F:^9OVOFJN@\<^)YO%_C/4-7E M8F.60K;J<_)$O"#';CD^Y[US]6C-ZA1110(**** "BBG1QO-*L<2,[NP554 M9+$] !0!>T'0K_Q)K=MI6D0F:ZN&VJ.RCNQ/8 ? .F> =$^R6'[^Z
MFPUU=NN&F8>W91DX7MGNI,EH^ _A_JWCW6!;:O0D MVD1'VJ]=7E;N[MW)_3H, M 58T31-^\.Z1!IFCVR6UK_*B]SW)/]5X+^TW_P RQ_V]_P#M&FMQ/8\%HHHJC,**** "BBB@#IOA
MM_R4[P[-A"+_T(5]G5\8_#;_DIWAW_+"$7_H0K[J67$****104444 %% M%% !7Q3X[_Y*-XD_["MU_P"CFK[6KXI\=_\)1O$G_85NO\ TO&/V:_^13UC_K]'_H KV>I> MYHM@HHHI#"BBB@ HHHH
S]?_.1:\U/\ Z])?_0#7PW5W]K_"+6I_\ 7I+_M .@&OANJ1,@HHHID!1110 4Z.-I94C3[SL%&?4TVE1BDBL.JG(H GU"PN=*U M*YL+-*(PW5K*T4L9(.UE.",C@\]Q5>O;?VB_"0M=4L_%-I'A+S%M=D?\
/15^ M1OQ4$?\ !ZUXE0-A1110(**** "O8_V?O&W]EZ]X7OG_T74F+VS$@".<#I MSV8#'U"CN:\S"NEJ#0**** "BBB@ HHHH *\!_:: X^?#?^ MY<_SCKWZO ?VFO\ CY\-
_P"Y<_SCIK<3V/":***HS"BBB@ HHHH]S_9F_X_M_$7_ %R@_F]?0-?/W[,W_'_XB_ZY0?S>OH&I>YHM@KXI\=_\E&\2?]A6Z_\ M1S5]K5\4^._^2C>)/^PK=?\ HYJ$*1@T4451 4444 %%%% 'TQ^SA_R3J_\ M^PK)_P"BHJ]\"?\E&_] MA6U_J'+0,^UJ***@T"BBB@ KY*^._'_)8=9^D'_M *M?CIHF6QP%%%%%40%%%% !1110![U^S)_P S/_VZ?
^UJ]ZKP7]F3_F9_^W3_M -K5[U4OV^FZHF^WOM/C23;C(R@^89S@@X(/8@5\>>(M"NO#/B.^T>_M&)[.4QDX(#CJK#/8@@CV-?9/@UQ_@7074Y5M-MR#Z_NEKR3]HCP6);6W\76,
M7SQ;;>^"CJI/R2'Z$[23ZH.U2BWL?/\ 1115$!1110 4444 =_\ !WQP/!OC M1%O9"NF:EMM[HYP(SGY)#D@?*2X)S\Z8/ER9]2%(/.M_LX?\)1K_ M /[!4G_HZ*OIFOF;]G#_)*-? \ 8*D_]'15],U+W-
([!1112&%%%% !7G'Q MQ\4MX<^'T,Q)+L22S'W+$G'09XXI,I(U****DL**** M "BBB@ HHHH **** "BBB@ HHHH \C\0? 73-;\?#5HK MG[)I5P#+>6D7WVES
<856ZGT(..OR^J:?I]II6GP6.G6Z6]K;H$BBC& H%6 M**!6"BBB@84444 %%%% !1110 4444 <3\8O^21Z[_URC_\ 1J5\@U]??&+_ M))'KO\ URC_ /1J5\@U2(D%%%%,D**** "BBB@#[THHH]#4****
"BBB@ H MHHH **** "BBB@ HHHH *\%_:;_YEC_M[_:->]5X+^TW_S+'_;W_[1IK<3 MV/!:***HS"BBB@ HHHH Z;X;?\E.\._]A"+_-"%?9U?&/PV_P"2G>'?^PA% M_P"A"OLZI9<0HHHI%!1110 4444
%?%/CO\ Y*-XD_"MU_Z:OM:OBGQW_R M4;Q)_P!A6Z_]'-31,C!HHHJB HHHH **** /HW]FO_D4]8_Z_1_Z*]GKQC] MFO\ Y%/6/^OT?^@"O9ZE[FBV"BBBD,**** "BBB@#/U__D6M3_Z])?\ T U\ M-
U]R:_\ \BUJ?_7I+_Z :^&ZI$R"BBBF0%%%% !1110!]O\ B?0+;Q3X8O\ M1;[_ %5Y$4W<_(PY5OP8 X]]^*-1L+C2M3N=/O4\NXM96AE3T93@_J*^[05
M!!R#T(KY[_:\'BVO[7Q79QG;=$6UZ1_ST"_NVZ]U!7T^0=S4HN1X?1115$! M1110 4444 >H_KQJWAWQB-'NW_T#5V6+D\1S?P-^_=IZ=03TKZCKX,5BC!E M)5@<@@\&U]@?"OQF?
&W@>WO+E@=0MC]GO!P,N!P^!_>!![$T4451F%%%% !1110!G^S- P ?_B+_ *Y0?S>OH&OG[]F;_C_\1?\ 7*#^_M;U] U+W-%L%?%/CO_DHWB3_L+W7_ *.:OM:OBGQW_P E&\2?]A6Z_P#1S4(4
MC!HHHJB HHHH **** /IC]G#_DG5_P#]A63_-%15ZY7D?[.'_).K_\ ["LG_M_HJ*O7*E[FBV"BBBD,**** "BBB@ HHHH **** "BBB@#QO]I'5$@\(:5IG/ MF7=X9A_NQH0?UD6OF^O1?
CCXD_M_XE74$39MM+46<>"<%@29#CUW$K]%%>=5 M:,WN%%%% @HHHH *Z_X4::_NJ_%;0+=FVA+K[1GWB4R@?CLQ7(5ZW^SII:W?C MZ[OY$W+8V3;&_NN[!1_X[O%_UN?3-
%%%0:1110 5\E?'#_DL.L_2#_T1'7U MK7R5\-?!TW^OD_WC_J1,A ME%%%,@**** "BBB@#[6\"?\ ).?#?_8*M?\ T2M:6KZ5::YHUW1>HQ^9:W<3 M12+WP1U'H1U![$ UF^!/^2<^&_\
L%6O_HE:WJ@U/B'Q1X?N?"WBB_T6\R9+ M24H'QCS%ZJ^/=2#^-9-?0_[0W@I+K2H?%EC'BXM-L%Y@??B)PKGW5CCU(8=E MKYXJT9O0****!!1110
5UWPS\:MX%\90:C(&>RF4P7D:]6C/<>ZD!O?!&1FN M1HH&?>4A!IU>4? ;QN?$'A5M#OG+7VD*JHS8_>0'A. M_5<;3QTV=237J0:!1110 4444 %>"_M- _L?]O?\ [1KWJO!?VF_^98_[M>_\
VC36XGL>"T4451F%%%% !1110!ZW^SA_R4:__P"P5)_Z.BKZ9KFY_P MY*-?_P#8*D_]'15],U+W-([!1112&%%%% *$A5)8X &2:^'/$&IMK7B34M3? MAKRZDGP,X&YB<#/;FOKWXDZN-
#^&NNWV7#"T:)&C.*KR?NU/X,X/X5\952)D M%%%%,@**** "BBB@#V#]GGPK_:?BNX\07*GR-*39#D'#3."/3!VKNR.Q937T MI7GWP0T5M&^%=@TT;1S7[O>.K8Y#'"'Z%%0_C7H-
2S1;!1112&%%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M1110 4444 <3\8O^21Z[_P!_\ VC7O5>"_M- \RQ_V]_\ M&FMQ/8\%HHHJC,****
"BBB@#IO MAM_R4[P[_P!A"+_T(5]G5\8_#;_DIWAW_L(1?^A"OLZI9<0HHHI%!1110 4444 %?%/CO_DHWB3_ +"MU_Z:OM:OBGQW_R4;Q)_V%;K_P!'-31,C!HHHJB MHHHH ****
/HW]FO_D4]8_Z_1_Z*]GJ7N:+8** M**0PHHHH **** , 7_\ D6M3_P"O27_T U\-U]R:_P#\BUJ?_7I+_P"@&OAN MJ1,@HHHID!1110 4444 ?=>G?\@NU_ZXI_Z"*K>(M"M?
$WAR]T;4!F"\B*$X MR4/56'N& (]Q4NBDMH&GDG)-K&23_NBKM0:GPMJVF7.BZQ=Z;?QF.YM)6BD4 M^H./Q'O52O=_VBO!X26T\5V4)_>8MXJO&1_JW/X97)]%%>$59F] HHHH$%% M%% !7?\
P=\:MX0\<0QW,FW3=2*V]T&.%0D_))UQ\I/4_P +-7 44#/O2BO. M@KXR;Q9X&2"]E,FHZ61;SLQRSIC]VY^H!'J2I/>O1*@T"BBB@ HHHH *\!_M::_X^?#?^Y<_SCKWZO ?
VFO^/GPW_N7/\XZ:W$]CPFBBBJ,PHHHH **** /< M_P!F;_C_ /$7_7*#^;U] U\_?LS?\?\ XB_ZY0?S>OH&I>YHM@KXI\=_\E&\ M2?\ 85NO_1S5]K5\4^._^2C>)/\ L*W7_HYJ$*1@T4451 4444 %%%% 'TQ^SA_R3J__.PK)_Z*BKURO(_VBCIGJ<<$9J MQ\0?B=H_@*RVS,MYJD@_P.#^CY3\1>(M1\4ZJ<:MK$WFW M,YZ#A47LJCL!Z4TB6S-9F=BSDLS'))))-)115$!1110 4444 %?2_P"SKH#Z
M=X)N]8F5E?5;C]W\P(,465!QU!WF0<^@KYQTW3[G5M4M=.L8 ,N;J988DR!E MF.!R>!UZFOM[1=*@T/0K+2[3_4V<"0H<8R% &3[GJ?K2942[1114EA1110 5
M\E?'#_DL.L_2#_T1'7UK7R5\7,F=D-O>QR.V M2<*#DX)_"M>ODCX(_\)8]#_P"WC_TGDKZWI,I.X4444AA1110 4444 %?! MTW^OD_WC_.OO&O@Z;_7R?[Q_G5(F0RBBBF0%%%%
!1110!JK>!/^2<^& _P#L M%6O_+6MZL'P)_R3GPW_P!@JU_]$K6]4&I6U'3[75M,N=/U"(36MU$T4L9. M-RL,'D+-0TY6)*K-/\ 2+'$%UC^*%C\K=?X6..I'YZ4T3(^****H@**** "BBB@#H M/
BVY\%>+;36+4&1(SLN(=Q FB;AE^O<9X#' 'G%?9UI=07UE!=VD@E@N(UE MBD1'E89!$&OA&OHO]GKQJVH:1/X6OW+36 ,UHS,/FA)Y3I_"QSG)X;' 6DR MHL]IHHHJ2PHHHH

\% _:; YEC_M[P#:->]5X+^TW_S+' ;W_P"T::W$]CP6 MBBBJ,PHHHH **** /6_VJ\% _:; YEC_M[P#:--;B>QX+1115&84444 %%% 'T;^S7_P BGK' _%^C_P! %>SUXQ^S7_R*>L?]?H_] %>SU+W-%L%% M%%(84444 %%% &?K_\ R+6I_P#7I+ Z :^&Z^Y-? Y%K4 ^O27_ - -?#=4 MB9!1113("BBB@ HHHH ^YM$ Y% 3O^O6+ T 5>K-\-L7:2S'):RA)/K\@K M2J#4H:YH]KX@0T&\TG4$#V]Y$T3\ E<]&&>X."#V(%?%&MZ1=:!KMYI5^A2XM M)FB<$8S@\$>Q&"#W!%?" M%^ 5B1R\564//%K>E% []N<#ZKD [IHF1X+ M1115$!1110 4444 =;\ _&$G@KQO:7[2%;*8^1>KC.8F(R?]IPW'/&.A-?8R M.LB*Z,&5AD,#D$>M?!E?3WP$\9?V[X0;1+V;=?:3A4W-\SP'[AY/.TY7C@#9 MZTF5%GJU%%%26%%%% !7@/[37_'SX;_W+G^<=>_5X#^TU_Q\^&_]RY_G'36X MGL>$T4451F%%%% !1110![G^S- Q_P#B+_KE! _-Z^@:.^?OV9O^/ _,1?]8\:JK M@#/S X. /R%:O_ N#Q[_T,<__ 'ZC_P#B:5BTS[HKX__ M .%P>/?^ACG_ .4? Q-' "X/'O_ $,< _P#WZC_^)I6#F/L"BOC_ /X7!X]_ MZ&.? OU'_P#$T?\ "X/'O_0QS_\ ?]/_ .)HL',?8%%?' \ PN#@[_T,< \ MWZC_ /B:#\7 !XRD'Q'<8(QQ'&/_9:+!S'V!2,RHA9V"JHR23@ 5\8R?$?Q MG*26\4:J,G^&Z9?Y&L:_UC4]5??JFHW5ZVT*VYTBW;*FY/446%=DESRG;TP=Y[BOH2J6CZ39Z#HMII>FQ"*UM(A'&H'8=SZDGDG MN235VI+6@4444AA1110 5\E?'# _DL.L_2# _T1'7UK7R5\2OK>ODCX(_\ECT/_MX_P#2>2OK>I9<=@HH MHI%!1110 4444 %?!TW^OD_WC_.OO&O@Z;_7R?[Q_G5(F0RBBBF0%%%% !11 M10!]K>!/^2<^&_\ L%6O_HE:WJP? G_).?#?_8*M?_1*UO5!]%5]0L+;5=-N M;"_B$MM=1-%+&21N5A@C(Y'!ZU8HH ^)%/WAV?PGXLU#!;DEC:RE4D(QYB'E M&QVRI!QVSBL:OH;]HCP:+G3+?Q79I^^M=MO> #K&3\CGZ,=OON'I7SS5HS>@ M4444""BBB@ K3\-Z_>>%_$5GK.FL!/:R!@IZ.O1E/L02#]:S**!GW11.J6NM MZ/:.GI[[[:[B66,]\$9P?0CH1V-7*\%_9V\:,3<^$;^4%0&N#]5!:U"BBB@85X+^TW_,RQ_P!O?_M&O>]\%_:_"98 [>_P#V MC36XGL>"T4451F%%%% !1110!ZW^SA_R4:___P5)_Z.BKZ9KYF_9P_Y*-?_M /8*D \ 1T5?3-2]S2.P4444AA1110!\Y_M*7F_Q3HUE_P \;)IO^^W(_P#: M=>+UZY^TA_R433_^P5' .C9:\CJUL9O<****!!1110 5Z5\ ]->^^*UM<(Z MJ-/MIKAP?X@5\K _&4'*\UKUO\ 9P_Y*-?_/8*D \ 1T5#V&MSZ9HHHJ#0 M**** "BBB@ HHHH **** ,R[\2Z%I]T]M?ZUIUK<1XWQ37:(ZY&1D$Y"!!J' M_A,?#'_0QZ3_ .!T7_Q5?,/QN_Y+'KG_ &[_/I/'7!55B>8^V_^$Q\,?]#' MI/\ X'1?_%4?\)CX8_Z&/2' _.B_P#B^)**+"YC[; .$Q\,?]#'I/_@=% M_P#%4?\"^JC_A /M,?#' 0QZ3_X'1?\ Q5?$E%%@YC[;_P"$Q\,?]#'I/_@=% \ %4?\)CX8_P"A MCTG_,#HO_BJ^)**+!S'VW_PF/AC_H8])_\ Z+_ .*H_P"$Q\,?]#'I/_@= M%_\ %5\2446#F/MO_A,?#' 0QZ3_ .!T7_Q5' "8^&/^ACTG_P #HO\ XJOB M2BBPD\ / @=%_\51_PF/AC_H8])_\#HO_ (JOB2BBPR*NYDM[A)"!TR0I/'-7Z^;/V;?\ D>-3_P"P"_M- M_P#,L?\ ;W_[1KWJO!?VF_\ F6/^WO\ ]HTUN)['@M%%%49A1110 4444 =- M\-O^2G>'?^PA% Z$*^SJ^,?AM_R4[P[_ - A"+_T(5]G5++B%%%%(H**** "B MBB@ KX\\=_\ )1O$G_85NO\ TL?]?H_P#0!7L]>,?LU_\ (IZQ_P!?H_\ 0!7L M]2]S1;!1112&%%%% !1110!GZ_W\BUJ?_7I+_Z :^&Z^Y-?_P"1:U/_*]) M? _0#7PW5(F04444R HHHH **** /N#PS_P BEI' %XP_P#HL5J5E^&?^12T MC_KQA_\ 18K4J#4*HZWI%KK^A7FE:@@>WO(6B?@$C(X89[@X(/8@&KU% 'PQ MK.E7.AZW>:7? *5N+29H7&.I!QD>QZCV-4J]U_:-\)K%<6/BFTCQYQ%I=E0.6 M)C8]R< KG_945X55F;T"BBB@04444 %;_@CQ1/X.\86.L0,_EQ/MN(T/^MB M/#K[\RYN+',UH&_BA)^9>G\+')/SA^.!7M-06M0HHHH&%> _M-?\?/AO_Y_LS?\?_B+ M_KE! -Z^@:.^?OV9O^\ i\?_])\ L*W7_HYJ M^UJ^*?'? _)1O$G_85NO_ $E:3?ZYJ<.GZ3:RW=W,<)%$N2??V MZDG@#K0 RPL+K5+^&RT^WDN+F=@D<4:Y9C7UO_AW:> -!,9;S]3NPK7D_ ;M("+_LC)]R>?0"E\+_A7:> [0WEXRW>LSH!+,!\[[HG]3WQVKT*I;+2"BBB MD4%%%% !1110 5\E2'#_)+#K/T@_P#1$=?6M?)7QP_Y+#K/T@_]$1TT3+8X M"BBBJ("BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@# MO?@C_P ECT/_+>/_2>2OK>ODCX(_P#)8]#_ .WC_P!)Y*^MZEEQV"BBBD4% M%%% !1110 5\'3?Z^3 >/\Z^\:*#IO\ 7R?[Q_G5(FORBBBF0%%%% !1110! M]K>!/^2<^&_^P5:_^B5K>K!\"?\ ).?#?_8*M?\ T2M;U0:A1110 4444 %%%% !1110!GZ_W\BUJ?_7I+_Z :^&Z^Y-?_P"1:U/_*] M? KXJ\1Z%=^&?$=[H^H+B>TE*$X(#CJK M#/8C!'L:^XJ\2 :#\#+>::GBZP3$]H%AO5 'SQ$X5_]"0._!'0+31,CYXHHH MJB HHHH **** +6F:G=Z:JEMJ.FS-!=VL@DBD7G:P]CP1['@U]K>&M>MO$_A MFPUFQXAO(@^W.=C=&3/?&O7'AB\FQ;7X,MJIZ+,H^8# MTW*._=!Z\IE)GT;1114EA7@W[38^7PR?>Z_]HU[S7@_[37^K\,_6Z_\ :5-; MB>QX'1115&84444 %%% 'K?[.' "4: P#^P5) Z.BKZ9KYF_9P_P"2C7__M &"I/ 1T5?3-2]S2.P4444AA1110!\$_+2')1+# _L%1_\ HV6O(Z]B :2M MV7QMI=R?N2:<(QJ5D.U:V,WN%%%% @HHHH *]_9P_Y*-?_8*D M_P#1T5>25ZA^SYJ,5E\41;RABU_92V\>.S K)S^$9H>PUN?4E%%%0:!1110 M4444 %%%% !1110!\D?&[_DL>N?]N_Z3QUP5=[\;O^2QZY_P!N_P#Z3QUP M569O<****!!1110 4444 %%%% !1110 4444 %%%% !1110![#^S;_R/&I_] M@X_^C$KZ3KYL_9M_Y'C4_P#L'' T8E?2=2]S2.P4444AA1110!Q/QB_Y\'KO M_7*/_P!&I7R#7U]\8O\ DD>N_P#7*/\ ]&I7R#5(B04444R0HHHH **** /O M2BBBH-0HHHH **** "BBB@ HHHH **** "BBB@ KP7]IO_F6/^WO_P!HU[U7 M@O[3?_,L?]O? M&FMQ/8\HHHJC,**** "BBB@#IOAM_R4[P[_V$(O\ T(5] MG5\8_#;_)*=X=_[_"7_**^SJEEQ"BBBD4%%%% !1110 5\4^._P#DHWB3 M_L*W7_HYJ^UJ^*?'?_)1O$G_&%;K_TO&/V:_P#D4]8_Z_1_Z *]GJ7N:+8****0PHHHH **** , M_7_^1:U/_KTE_P#0#7PW7W)K_P#R+6I_]>DO_H!KX;JD3(****9 4444 %%% M% 'W!X9_Y%+2/^O&' T6^U*R_#/_ "*6D?\ 7C#_ .BQ6I4&H4444 9GB30; M7Q/X:OM&O_\ 4WD10MC.QNJL/=6 (^E?$^1:?<:3JEUIJZFRXM9FAE7T93@_ MRK[KKP']HCP6(YK?Q;8Q-^*V]_M&0"!B.0_@-I/3A!WIHF1X31115$!1110 M 4444 :GAK7;GPSXEL-9LB?-LY@^W.-Z]&4^0!/UK[4T?5KT37=&M-4TV02V MMW$LL;>Q'0^A'0CL017PO7O7[.WC,#[3X2OI3DDW-CN;_OY&.?\ @0 _VS29 M46>]4445)85X#^TU_P ?/AO_ '+G^<=>_5X)^TVHW>&6[D70/ D&FMQ/8\&H MHHJC,**** "BBB@#W/\ 9F_X_P#Q%_UR@_F]?0-/W[,W_' .(O^N4\WKZ M!]7N:+8*^-*?'?\ R4;Q)_V%;K_TL?]?H_P#0!7L]2]S1;!1112&%%%% !1110!GZ_P#\BUJ?_7I+ *DJ;EI6"BBBD,**** "BBB@ HHHH *^2OCA_R6'6?I!_Z(CK MZUKY*^.'_)8=9^D'_HB.FB9;' 44451 4444 %%%% &AI6@:OKK2C1=+O-0, M.#(+6!I-FJ4**** "H M+VSM]1T^XLKV,2VUS$T,L9)&]&&"./4$U/10!\6>.O"DW@SQA>Z-,6>.-MJO M*P_UD3KZ?^/'@I-?\(G7+2(\ XF&D*78JHS)!U<$]?E^\/3YO M6OF"K1F] HHHH$%%%% !4EM# M/$L/B[PAI^LP;0;B(>*'7'7A@<>V#WK$?M-?\> A MO_>N?Y14+<'\>!44451F%%%% !1110!ZW^SA_P E&O_L%2?^CHJ^F:^9OV M!?M,Q'SO#DV."MPN?^_9_MK7A%? 1G[2EDTGA71[X,NV"]:$CN2Z$@_^0S^8XYSJUL0]PHHHH)"BBB@ KM? M@[=+9_%S0974L&E>+]7B= ?S:N*K4\,:HNB>+-)U27=Y=G>13R!.I57!8#M \ :IGW!1114&@4444 %%%% !1110 4444 ?)'QN_Y+'KG_;O_ .D\=<%7>_&[M_DL>N?\ ;O\ ^D\=<%5F;W"BBB@04444 %%%% !1110 4444 %%%% !1110 M4444 >P_LV_\CQJ? 8./_HQ*^DZ^;/V;?^1XU/\ [!Q_]&)7TG4O]5X+^TW_S+' ,W_[1IK<3V/!:***HS"BBB@ HHHH Z;X; M?\E\._]A"+_ -"%?9U?&/PV_P"2G>'?^PA% P"A"OLZI9<0HHHI%!1110 4 M444 %?%/CO\ Y*-XD_["MU_Z.:OM:OBGQW_R4;Q_P!A6Z_J'-31,C!HHHJB M HHHH **** /HW]FO_D4]8_Z_1_Z *]GKQC]FO\ Y%/6/^OT?^@"O9ZE[FBW M"BBBD,**** "BBB@#/U_P#Y%K4_^O27_P! -?#=?DO_H!KX;JD3(****9 4444 %%% 'W!X9_P"12TC_*\8?_18K4K+ M\,_\BEI'_7C#_P"BQ6I4&H4444 %%%% !1110 4444 ?.'[07@A=+UN+Q18) MMMM1;R[157 2<#AN/[P!/U!>O&J^W_$_AZT\5>&KW1M0'[FZC*AP.8VZJX] MPP!)\5\6:OI=SHFLW>F7Z[+BTF:&0#ID'\C+[=Z[$-%.BBBF2%%%% !1110 4 M444 %%%% !1110![G^S- P ?_B+_ *Y0? S>OH&OG[]F; C_\1?\ 7*#^;U] MU+W-%L%?%/CO_DHWB3_L*W7_*.:OM:OBGQW_P E&\2?]A6Z_P#1S4(4C!HH MHJB HHHH **** /IC]G#_DG5_P#]A63_-%15ZY7D?[.'_).K_\ ["LG_HJ* MO7*E[FBV"BBBD,**** "BBB@ HHHH **** "BBB@ HHH MH **** "BBB@ KY*^.' "6'6?I! P"B(Z^M:^2OCA_R6'6?I!_Z(CIHF6QP M%%%%40%%%% !1110!W_PN^)J? #HZIYFE-J O_*QMG\O9LW_[)SG?^E>@?\-, MV_\ T*TG_@ 446'=GO_P#PTS;_/0K2?\ @ 4460[L]_\ ^&F?_H5I/\ P.'_ ,;H_P"&F?_*%:3_P_'QN MO **+(+L]\ ^&F? H5I/\ P.'_ ,;H_P"&F?_*%:3_P_'QNO **+(+L]\ ^&F M? H5I/\ P.'_ ,;H_P"&F?_*%:3_P_'QNO **+(+L]\ ^&F? H5I/\ MP.'_ ,;H_P"&F?_*%:3_P_'QNO **+(+L]\ ^&F? H5I/\ P.'_ ,;H_P"&F?_*%:3_P_'QNO **+(+L]\ ^&F? H5I/\ P.'_ ,;H M_P"&F?_*%:3_P_'QNO **+(+L]\ ^&F? H5I/\ P.'_ ,;H_P"&F?_ M *%:3_P_'QNO **+(+L^]****@L**** "BBB@ KX.F_U\G^\?YU]XU\'3?Z M^3_>/\Z[$R&4444R HHHH **** /M;P)_P DY\-]@JU_P#1*UO5@^!/^2<^ M& \ L%6O_HE:WJ@U"BBB@ HHHH **** "BBB@ KR#X^C^!QK7AJ?$MBI-[I<> MV=1D^9;YS:-DD_0MZ'O7Z9-#%-U#*ZD8((/4$=J /@ZBNJ^ M(_@JO!'C6ZTM"S6C 36CMU:)LXSZD$%2>Y%Y MI'8****0PHHHH **** "L3QAX5L?&7ABZT;40 LHW13;0S02#BK[C\,@D=# M6W10!\,ZUH]X?UJZTK4X6AKN60QNK C/HP]01@@]P0:HU]6? %_X:?\ "<:0 ME]I85=:L4/E9X%PG)\HGL<\J3QDD'&&5HY49)$8JR,,%2.H(]:M&; M5AM%%% @HHHH **** "BBB@#LO#'Q7\7>%$CAL=3:YM$QBUO!YL8 Z*,_,H] ME(KUSP_^T=HMU&L? B/3+G3YN 9;F?$WP7J MX/V/Q)8 @A=MQ)Y#$GI@2;2?PKJ%8.H9"&5AD$'((KX,J>TO[S3Y?-L+J>UD M_OPR%#^8I6*YC[MHKXKC\?>+XC\GBG6?H;^4C]6J8_$CQF5Q_P)JF/^OEO M\:+!S'V=5>]O[/3;5KK4;["TMT^]+/($!2J3Q7QA+XY\63JRS>))8=6X93?R MX/X;L5B2RR32-),[2.QRS.$=+%L! N[[#/TZB,' (/J6'M7AM%%A79JZ_XHUKQ1>? M:=>U*>]D!)42-\J9_NJ.%_ "LJBBF(****!!116GX=T"]\3^(;/1],0-<74F MP%ONH.I8^P&2?I0,UK3P@[?#'4/%=T&5%NX[6T'(WG/SM[@< >^[TKEJ^F/C M'H]KX?\ @=#I.GH$M[2:")..,9P3EC[DY)]R:^9Z$#T"BBB@04444 >P_LV_\ MCQJ? 8./_HQ*^DZ^;/V;?^1XU/\ [!Q_]&)7TG4O8[ELHHWT+8$@_[R^]2/=?=>%QJFF7-A>IYE MO=1-%*A[JPP?YU\9>-?"5YX%\4W.CWV?$9WP3[2HGB/W7\CUP01DXJD1)&# M1113)"BBB@ HHHH *W/"_C'7/!U^;K0+Y[?<1YL)^:.7'9E/!ZGGJ,\$5AT4 M#/I;PG^T)H.I6\>I:9J^G:U:?:=(O M[:^@SM,EM*LB@^A(/!YZ5\+U/9WUWIUTESIJU:-W"6'Q:\=:< (/$=U(!_S\!9OU<&M$?'3Q\,NKQ'ZV<7_P 32L/F/K*BODUO MCIX^/35XE^EG%_\ $UEZA\5?'&I9^T>)+V// /LP@_\ 0 *+!S'UEKGB71?# M5L])=U.VL4()432 ,^.NU>K=>P-></^-? VAX(DDL_!%OYTARIO[J,A5X(RB'D MGH06P..5->!33RW,SS7$KRRN4? +P*VBZ%)XDU*' M9>:D@6V5@0T=OG.?^!D _0*>YKV"I9:04444B@HHHH **** "O"/VB/!2M#!XNL(L.I6WO[]J1TCD.!_P DGN@KW>J MNIZ;::QI=SIVHPB:UNHS%+&>ZD?H??M3$]3X5HK8\6>';CPIXJO[%NSN>UEV MJ_\ ST0C*-^*D"';.*QZH@****!!1110 4444 %%%% !1110![G^S-_Q_P#B M+_KE! -Z^@:.^?OV9O^/ _,1?]YHM@HHHI#"BBB@ HHHH **** M "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH *^2OCA_R6'6?I! Z M(CKZUKY*^.'_ "6'6?I! P"B(Z:)ELE%%%0:A1110 4444 %?!TW M^OD_WC_.OO&O@Z;_%\G^\?YU2)D,HHHID!1110 4444 ?:W@3_DG/AO_L%6 MO_HE:WJP? G_3GPW_V"K7_-$K6]4&H4444 %%%% !1110 4444 %%%% ! MG/QK\%KXI\$27ENF=1TE6N(2.KQX_>)^(([Y4 =37RC7WI7R9\9O!B^$?", MCV47EZ;J0-S;A4PL;$_/&, #@\@#HK+5(F2//J***9 4444 %%%% !1110 4 M444 >M_LX?\ )1K_ /[!4G_HZ*OIFOF;]G#_)*-? \ 8*D_]'15],U+W-([M!1112&%%%% !1110 4444 %>.?&/X1_V\DGB+PQ /[30;KJU08^U ?Q*/^>G MM_%]>OL=% ;GP8RE&*N"K X((P0:2OISXI_!F#Q6TFL>&Q%:ZQ@M+$?ECNS[MG^%_?H>^.M?-%W:W%C>2VMY"\%Q"Y22*1=K(P.""/6K,VK$5%%% @HHHH ** M** "BBB@ HHHH **** "BBB@) (& 2>@KZF^#/PW/@W M1FU355(UC4(P^C(Q]FBZB\ WB<%OH!VR>?^#7PA;3'@\3^*K=?M6T265E(. M8/21Q_?]!_#G)^;&WVZDV6D>9?'_/Y)7- U]P_S-?+%?4_Q_P#^25S?]?-3_[! MQ_\ 1B5))U+W-([!1112&%%%% !1110 5P7Q8^'4? COPZ&LU5=8L@6M)"<"0 M'[T3=L' P3T(Z@$Y[VB@#X-EBD@F>&>-HY8V*NCC!4C@@CL:;7TE\9/A*WB% M9/$7AJ$?VG&F;FU1>;H#^)?]L#M_$/<< -!!!((P1U!JS-JP4444""BBB@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "O2?@]\-F\:Y_:&I(P MTSTD!EXQ]HD'(B!].A;V:.,@C(^'/PYU#Q_K!CB)M]-MV'VJ[(^Z/[]^K'].M] K;2=*LM#TFVTS2K=;>TMD"1H.@]?,/ *+%:E0:A1110 4444 %%%% !1110 4444 > M0?M ^"SJ_AN+Q'8PL]YI@VS[%R6MRc>-9(I% M*NCKE6!X((/45\;?$7PC)X+\;7NE[6%6J6\ZS8G.Z%B=O//)^PK= M?^CFH0Ih$!1110 4444 ?3'[.* "3J_P#^PK) Z*BKURO(_P!G#_DG M5_\ ]A63_P!%15ZY4OJ#4**** "BBB@ HHHH **** "BBB@ KDOB9X.3QKX)N[!(U: M^B'GV3'@B5>BYR!AAE>>.<]A76T4 ?!;*58JP(8'!!'2BO6OC[X+.B>*EU^R MA*V.JDF4JORQW ^]GC W#YO4D/Z5Y+5F8444**"BBB@ HHHH **** /6_P!G M#_DHU_\ ]@J3_P!'15],U\S?LX?\E&O_ /L%2?\ HZ*OIFI>YI'8****0PHH MHH **** "BBB@ HHHH *X_Q(\-- %\>V8^VJ;2_C!\F^A4;QQT8?QK[?D1DUV M%% 'QIXU^'FN^!;[RJ6@\RU0 M1W$$@P\4]!E8>A!X->-^,OV>;#49I+SP?=KILK')L[C+0YX^ZPRR]SCYNO&! MQ57(<3YTHK9\1^$==\)WGV?7]-FM"3A)&&8Y. ?E,\X-8U,04444 M""BBB@ HHHH **** "BBB@ HHHH **.O2O1_!7P3\1^*T2[OE_L?3F *S7*' MS)!ZI'P2/J7T=GIMM+=7,IQ'#"A9F/L!7TA\+_ (*P>%YH MM9\3>5>:HH#0VX&Z.U;KG/\ $X]>@/3/!KN?"'@30?!%B8-#M,2N/WMU+AII M?JV.G X&!{5T=2#04%%%%(H\R^_ /R2N; K[A_F:^6*^1_C_P#\DKF_Z^X? MYFOEBJ1$MPHHHIDA1110! [#^S;_R/&I_]@X_^C$KZ3KYL_9M_P"1XU/_ +!Q M_P#1B5])U+W-([!1112&%%%% !1110 4444 %>4?%#X,6_BR276?#QCM-7VE MI(B,1W9]S_"WOT/&<=:]7HH ^$]0T^\TJ_ELM2MI;6ZA.)

<$9I,4LR83)L.5HR3$MR;S9N-$HP;E)T<%166%-M46Q! M16'!U,"]*<3ES8CE.5'-D6"MR87)#0TQE M+U-Z,&=3;U0F(WA!.T@V6#)X<&]C:C O:'!Y-EDR=$TU,$A33E=S:GDQ3%5P
M9%)K4E=32U-B,%-W5G=L4E='1S,O86IR=4-D*W9406Q/8U9D:7)S5F1I<6PF M(WA!.U!A=WI%1G=W249/4TUY1VYG4VA7;WA60DAY-6]P5U)$8B]$3"]E%9X1E%2-"M',DMO1V-R
M1D5B649F5&E336=V355F-V1.>C%(5'(S-EDF(WA!.U5,;UI22$M50E-K:W-N M26U8:U)15C)"2#-R,G=*4DM447EF,V)Q*W=B-%-$.$QD1'0R3TMR.%918SEO M,T%P1VI/=G!32T-
:;E4X;4DF(WA!.TY/+U@K8G1I5-G=79%4$UN16U: M:%=I53)"+S1J,S8T5E$U-&5I5%9F-VU8+T%)*U=P.78K8B]J8G0P>%%V;&YT M,'50,W-S844F(WA!.U1+,WA80D=W:D%R>%!Z*WHS-C1P4E
V5# S+VQR:"\U M1TPO6$%Q,3"MN M1E=X4$%7-&E24WA9<%1K2SAG2VQF;E1&5BM+=7A6,DMU>%8R2W5X5C)+=7A6 M,DMU>%8R2W5X5D(S6$PQ2DMC=G-
X,'!&>B\F(WA!.T%'>C!09C5D=75+FEH2%E%=7A64G5+,6@F(WA!.W!8*SA(4D]F63EF-69N:7%#4'%E:V9T M+S--;3,Q8V1E93(S:B]K.2MU1D-&,691;SE8:79R4S12<$Q7-3E!3W%Y4S)5
M:71!=VQ2;S4F(WA!.V]0:E!X,#-"1DM5,W=*960S=C52*V),:E5*8G)4=%9I M:3 V8TUV,4A53&I78FQY<%I34%5D%96:58Q:E988FTT1D=E;$MN>&]-5EA9<3=&6%EQ-T9867$W1EA9<3=&
M6%EQ-T9867%O6'!55WI%:T$F(WA!.V-K,UIZ1U!T1#EO8FI&54UR2UIQ17 O M9E-J861Q-THT95!I=C=06$-H15=555EH:FM5-W1':3=/,&DP56)52C8Y975" M2TEX5C)+4)61G$AB+TLW9$U+13!
(5$%L8D9%6LO1'1V,'A63'5587=54MT45)104=N5#,W-'%I44%!04)11%E!9$M9<3=&6%EQ-T979VE! M,4-G2#)(:G9I4%K>D5Q,&%I
M;TLP04(X3B\F(WA!.W1F4FEQ=DDV=WA60T9G=$%%459/-7!S4&)&5BM+=7A6 M,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W%6,468X;D969D9867$W1EA9<3=& M6%EQ-
T9867$W1EA9<3=&6%EQ=$530U5Y-S@R054W;6Q!4U(F(WA!.W0P-S1Q M=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=4%!-D-L975+=7A6,DMU
M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7@F(WA!.U8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU
M>%8R2W5X5C)+=7A6,DMU>%8F(WA!.S)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU
M>%8R2W5X5C(F(WA!.TMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DLF
M(WA!.W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W4F(WA!.WA6,DMU
M>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+<4IV8E5&9UI!0W)I2F@T3S$F(WA!.T-"*T]+3,P4%8W>E1);E,OG(F
M(WA!.S5W,757.6LQ84%7;'9B5S-R,GA70S922C)Q2U5L=4Q7,E%Q465I351I M%8R2W5X5C)+=7A6,DMU>%8F(WA!.S)+&]D:4LY&UG+S502FER9#%&6E!*14QI M0EI78SA%3%
(F(WA!.S@V8D4Y84=N5$963TA38DI)*TUK14UR,4HU*VMI-T4Q M06]",D7E1+SAI,2]P:7$R3S(P,4QR:$AB4G!-:6AW-G@F M(WA!.T%!06UM>D%5'(K-UEO,TE%8FIWFQ80FMH
M151S0VA!6&Y3<3%9C,74X8TI0&E+>59% M87-:2D9P5W4Q0V8U=DA&5D\V:F16;&-3>DAM639*1T9*5VA!*T5%9$0K,6EQ M>'DO2B]I=5 F(WA!.SDI$6#$P549M-
V9#96Y0,GA6,7A/,V]Y27$S04M#32MP1V5 W M3F1J+VQB67%S8W9Z:RM+-2]V-"]S<4M5,BMZ=#EJ*V)&1%E,.'@X5GA4-G=E
M>3!P>$\S5"LW.3A+5CEV359614MZ=5I(:T@F(WA!.T]29#%O4V0V56]V.'5" M5D\S:V8Y=W@K4M"5VA(,C9$-U@X=49#=CEB*TAL-DUV.3$V=$]/ M+RMP,2LS-UE%
<7EN:V].0TLF(WA!.VET1#%'2W0T<3=&6%EQ-T951&123WI8 M3D5N8FMI54UC9U5':$]Y8FII9DA&1%4P5&QP-E(S0C534E4T>4%!,'!5<#A7
M=T@W6&IH5F,F(WA!.U5F;68S8SE0$%/>$9'<#%'*TMQ3V]F,T-F.%IO4"M4>5DF(WA!.W%V=4%X;&=)5C)O*S52 M<4%$:60S1E)567%H-&ME3%,4T$P<514;CA7.68R9D1&0S)+2BM%
M44UD=U S1'%A>4%K2&):=FDF(WA!.RLS-$A#C=I2VY'44-T1'9X*TQ9:CER>'A6>F\O<5-K M4GIM65)=TLR169M4#-C.5!R0DYF549+8U0X
M6%@W2"M4:6QQ3TXK8T)-8S1P2DQ8;$E#0E=T0S-X8F$Q*3WAL1EA7=%)"4F0T,D(U52]6 M:E,R;GEQ:G5&.4)7;#EA3V54:DM3;S5654]R14Q7;D0W3DUJ1U%K3$)S2DEP
M5FEH;SA2.4$F(WA!.T-K.&I!*W%44V]B-'%D*U@X=F)*261"0U5A,TET*TI1 M4S!(<6QU3E0O=T%.>2]$1E9971O5V]P M<&UR>FUZ=EAG*W-
R1DE5+W516$)F;4=+,$AP3EAF64%N<&7=X;UI(:VI+3V]536EM<%9J=41+=3-89D133%92*V)8 M:V]Z45$O5VTY4S5C4GA+44(X5%A(,55"="\F(WA!.V"]6:VMH3'=J-$IM-&M39$$F(WA!.T9)1#!
(6"]6>%9B*SEL;71P2DQC0C%- M;W%*4'-$;TYH.7)L*T=+<6-%0D553F)B:E,S9&%E#5%-RLO3'5)30E(V<&)I4U%E3R\F(WA!.S)Q*U!B M1D-
V2TI:8D)W.$Y:6&I02T1L5#1I4',X>"MV06Q7:D)%84%J:5%"5F$Q<'0P M$@F(WA!.TA&9$Q.1SEP8WHR:V=C M5S9P+V514$=X2$9Y0W!.3599:#5L+TMY66%F6E=U:'1.97!',&XQ.#9P<2MQ
M23=O-G%#5F5'6'59>'E79U&QB4V93-WIZ1&5X3=J9D-H139*9%-X M96$O3'1I3$\F(WA!.SA$1V1&,4M75V)Z1DU42DA-53511U)205EJ4TYI-S=! M1G5X=T9,,F$K=4IX<4YJ2'
Y%9,5712<48U67IW=S9B9#93,FUY:4]22D1)5VMK94UP-EE# M'@T66DF(WA!.V=M56I),E9F45!);'!O9#-*9%=D=SAK M,'%Q:$XQ2F18455,,U):-VAW<$YD>74U>6%%-
DYH8TUA%).1$=:4&E"*WDF M(WA!.U@R8FI3;S-06$96:5%7,&-#<$Q(06QWFHU3$5N27-U M,60X5F93349*6Y&37DF(WA!.VE%#4G=N M=2]S6GE!0F]',$)P161P1$="0TQ74&YF,VI-
16I#;&YA5U%S4E$O,V@O85!F M3%=+3G1O>$I$1DEP=&YH0WEH,E)0:#-0-T\F(WA!.RMW+VTX8U93>E-9>$9P M*VU7:5=::6IG7).37=I4T%:2'5(M-U=50EIQ-F52878X06Y4-7(F(WA!.W-*3'(P-
TA3-3%T3'5E0U-..5E%36A7 M3U-2471$8W-!-F]I;'%N9F8T4G1L=$UB5W0K95!M5TQ6;W)3-#!M,#E',$UI M-GEB9E9O<&DF(WA!.T1&23E40S5V26Q51TY0.$%D9W%$6&)';'1'955V>GIL
M=6UU22]-1FQ">CE19E8R,#-6-UIL4T0W3%-497!F1CEM,RM&9&PX8V%7,W(F M(WA!.U=H83-O;7%U;'AO;6],9C)B3$MK4Q&1U538G)S M9#DX0U5W;'5)14HY1U=+3GI-
:51C:#%9,"M(66HT:4]M2W(F(WA!.V],=$MS MF(O04F-P9&]9;4UR M1# S6F9164\F(WA!.T%R0FPK3V].4BM+<6)833!%5$%S2WIL5T5D16%29TYQ M-TE#,T=T2S1%<%!$-7DX%)44W
V:U54,59M4W!(2E9)<5)64TLK,DMO,D17 M3$,T:5=A,V%3848Y,&MJ:6Q:5#(R25=M2V]J-C%B*V@V+U F(WA!.SDS,')1 M,356-#AA9&583#1E4%=U,UA&54YD=V]B.%9J4FI02T=C,&UK.%-
I8U9*4$-U M+WA!9$U64WI58C5,3%0W<3@T9E=F<7-C:V@F(WA!.W1R92MM96%1>$%K>'AQ
M94E,;6Q!2SEC5EEJ869M5#59=4QT3%9D2S%'375Y:$I:27114TTO=D51#=$9D133%54*UDF(WA!.S-L,D):3=Q6')H=41Q:7IR37I2 M=W!.1TM%2V9I3%'>6I)16I2>&5S<&1:1VU:>650
M2#1736]2=U(F(WA!.S9G*TA+-%I)>79H3C!A4'9:1TI(3EAS1DUK0U-24TPV M46YN8S!!64]$23E+2'0Q4QF,'IW4E$P8B]&43%$07%W1D(Y;D96=C9',"]K M6#1V>F)D;3E75W
K6C59<3$K:$Y/3F%O*R]8.3=,-#$O;3@F(WA!.V0X5F%J M,$Q3-#8K;D5Y8VU-:F-:2D)6,BLP>&\S53EZ:7)5;&YB5U5*:V=9=U!65D5H M-7I%0FU51E%R1G9T54$R.79$1EE1#;G!&969%;B]G95 T-
&\F(WA!.U9,5S174T-*4%&TY05594F)"<6MC-CE0.6II<7!D=#9D#5R66=T.%A%+T989%(W-6)B1VY4 M+VM68GI1>#)Z,S=T6E%K96AA>5%A6$I(1V\F(WA!.TQ&5E%0<')503E2-F90
M1S%P3G1*+TQJ>DQP5F]L:EDK6G)Y,W-9078Q4S-H*W!23$5F:DUG0W!9&%4.'%V23!U<&9P M3CE+=&UV=5HF(WA!.VQ-+S%A,7%:1UE-6D-04V]8<71E6%@W>FIA,# S-50K M4FUT-
VTS8E1)1$1D;&UN57=7*S=/04=)4' Q56YI1#A.3CDK=4%%X.51V=G-".&9I M355)-$=O0CAF2$9,FEL=VDP15EP46=F0U!H*W@T;D-H>4\S3E S'A3$I516QX>%DW9G1$ MFIL-
F)V>6M.1'AI;VXR.%92-WI"2EDT>7)%>59!64LF M(WA!.U-O;TLO164R2W1T1S5M5U%314MO24UE,4-44VA/,61S5E@T<3=&6%EQ M-T9867$W1EA9<3=&6%EQ-T9867%H8FYN-
GI55UEJ,$@S:EDF(WA!.T)A,4=W M+WDO031Q;WE,25DU049U<6TS5VY&;$)R=CA!6C,O=E!%-%5.>DLY8FEI,THO M=7%C1T%R=G9W,S(O>3A64F-C%91=4]8<3(Y0DE2>C--6D%59D-
F="M+-'%O46E4;$(X3GI4;$Y8;7#-'2W909DU6=BM:5VLV96MU:RM9-#ED;CED5CE!4E%R2C9::4I9=5AV8E-0 M:#9O-"]$.%$F(WA!.U5J7%&;C5#F]V9DLX<&U+-%%$=G9F9"MT;$=T M-
UHU1D1Q5GE.4&MU47-29TEM;$MY3GE::D5Y1E=49V\V=G4F(WA!.TQU,T0M+2 M44=C<$MW:VA-8D]05$I!1&9S,5E#=&9%67$V>41,87AH=E5R5&8Q:4=K-B]T
M15EQ,6122&A,2T=L2CE*;$5C8E50:E9A+W0F(WA!.V5">%9F1DEX8C!Z1S1# M;W U=E-H%8R2W5X5C)+=7A6475B9$3A7950P;6I#0GET460V9&$F(WA!.T$K*TMO6C17.4]51T)Y5&)O=%!7-
FM6 M*T-T9&E0-74K1D1D>$-Z1V5L=DDO27E,F(WA!.S(U0TTT5C9K:"M)6#132VMF=&9,1E5.0D-W83(O=T)(
M9&5,5%9R3'DT.&EE=2]X8W4S:&A1%)+16I15592,D=+%8R2W5X5C)+=7A65'5A0S)L2C15-$Y8,5!S9% R=F(F(WA!.WAX5D-W M>%#E/;SE,:EAL4VTO2W9V M-
%EQ=GA6,DMU>%8R2W5X5C)+=7A6,DMR6E9:;VY64T%Z2U%P27%!4TYQ:G9I M<6A#>$8P66TF(WA!.VQ6;E=*0WE"3THV:V-Q,39(=WA6131Q-T9867$W1EA9 M<3=&6%EQ-
T9867$W1EA9<3=&6%EQ-T9814)G45)52'%$:7)S5F1I&UP.E1H=6UB;F%I;',^ M"B @(" @(" @(#QI;&QU&UP34TZ4F5N9&ET
M:6]N0VQA&UP34TZ4F5N9&ET:6]N0VQA&UP34TZ26YS=&%N8V5)1#YX;7 N:6ED.C8U.&4X.64Y+3$X.&0M M,#DT82TX9#&UP34TZ26YS=&%N8V5)1#X*(" @ M(" @("
@/'AM<$U-.D]R:6=I;F%L1&]C=6UE;G1)1#YU=6ED.CED.34X9#)F M+30T.6(M-&-B,2TY9#9F+68U861C8S4X8S&UP34TZ3W)I9VEN86Q$ M;V-U;65N=E/@H@(" @(" @("
\>&UP34TZ1&5R:79E9$9R;VT@&UP+F1I9#IC.3-F.6(Q-2UB-V4V+6,V-&0M8F(T82TT-&4P-3$X M,3$T934\+W-T4F5F.F1O8W5M96YT240^"B @(" @(" @(#QS=%)E9CIO
M&UP34TZ2&ES=&]R>3X*(" @(" @(" @/')D9CI3 M97$^"B @(" @(" @(" @(#QR9&8Z;&D@#IX;7!M971A/@H@(" @(" @(" @(" @(" @(" @(" @(" @ M(" @(" @(" @(" @("
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MN+FZPL/$Q<;'R,G*TM/4U=;7V-G:XN/DY>;GZ.GJ\?+S]/7V]_CY^O_: P# M !$0(1 #\ W^ M M M M M M M M M M M M M M M M M M M M M M M '__0W^ M M M M M M M M M M
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*.)?Z1S[\+?UA\^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?
\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P
HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-
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Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?
\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P
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Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?
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_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?
Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?
\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P
HXE_I''PM_6#X MJGI)]]Y]$WY-'5-_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI)]]Y]$WY-'5-
_RCB7^DDGWWGT3?DT=4W_*.)?Z1Q\+?U@^* MIZ2??>?1-^31U3?\HXE_I''PM_6#XJGI)]]Y]$WY-'5-_P HXE_I''PM_6#X MJGI+];#>MV=!5BVL>?
Z>^KG%4EB566L5K_#FUB:UDM2SS#@FLK>R<]S MI&RO>BM1J1N\2JU\+?U@^)IZ2S=X?]9&]$MRQ+7I7^>MAX@RUJ5D5?&\P<8[MM@8G*_P?+L;+K>+V[2L=$QS^SG6LG
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'Y6SF0J8G"X7$8ZO);R&4RV4OS5Z..QU"K"^6:>:1D44;5 M?Y+GJO:Y(;\D^.PSI&LFA7)UG=GZL>GF>=^4>C+DU,1RISGU::759U_=8O6S MGILWU,_<@6=A^.-?F=(]
[':YQO@&XS2<)+&UZ,]O!1;9D8Q MOM9'JU%356E*=V&6U[7[TO47#G3GU =0^8?@.!>$>6.9\S%+%%:H<7\?;5O, MU!94\39,G]C>*R+,96;'W>^6PL44<:*]SFM153[-
JU[TQ#Y%;6Y5C>5/="]7 MI]+YR!!#=I=(>7UG'S-%49(YC9L%G^0:FT,=*Z/PIVHJB*J> M)6M7N ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!]]/>E[_M M":1^O;AW^> ^(Q>I\/E]
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$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!]]/>E[_M M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!]]/>E[_M"
M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7]?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E]
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+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M
M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#
[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E]
(/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?
$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M"
M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E]
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M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#
[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E]
(/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?
$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M"
M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E]
(/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?
+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M
M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#
[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E]
(/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?
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M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E]
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M":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#
[V>]+W_&A-(_7MP[_/ ?$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M M":1^O;AW^> ^(Q>I\/E]
(/O9[TO?]H32/U[<._SP'Q&+U/A\OI!][/>E[_M" M:1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._P \!\1B]3X?+Z0?>SWI>_[0 MFD?KVX=_G@/B,7J?#Y?2#[V>]+W_&A-(_7MP[_/ ?
$8O4^'R^D'WL]Z7O\ MM":1^O;AW^> ^(Q>I\/E](/O9[TO?]H32/U[<._SP'Q&+U/A\OI#Q_8_5N_3 M!Z_1=?@Z8,3LC(VROGK:YSAP3:O0Q1,\:O;2R'(V,GN.?[FQUDGF<[^(.WQ>
MI.GR^B>?.WH]^N+IFK7,ESOTH\Z\;X&@Q\EO;LUQUL,^C0LCC]K*J[WB]>0T MY_L8U\3T;>56)^%V.D7I;NS#G-+UZQ+T+Q1S+RWP3M]'D#A7DW?.)]WQKD6E MM?'>UYO4,
[$SOW?77)8*[1LS4YV]VRP/,9<#QYU[:8WGG1(W5\>[FC0J.)UKF;!5$[1MN;#K47Q7HW(\ M5:)C&_O28'(*BOFFLW9NS'9[Z:)YTY2TTU-HY7YPW>NFKJGZ?NL'B_$\Q]-_
M*.L\J:!ENT7QG@;,L>0PN12-DLV"VO7QZQ^! M['.R6K:L[6ZM=;5O&]9WAD >7H M M M M M M M M M !__1W^ M M M M M M M M M M /4'/7/7$G3'Q)NO.7.6ZXCC
M_C'C_$29C9-DS$CDCBC1S8:>.QU.%LM[,9W,7I8ZM"A5CEMWKG8 M^>.6CMW,E[&2^PV#+RVH&6JF(:^7$X9R1I%\)M1.OS4,6&,<;SSLGY+>.:EUW[S:V[:UJVT;:F MC:Y\&-
HP7LO;CC>Z"I*V.1S/5\E<<;V>*8[9)VJWJNA+U8OH78&U;EA-UJ383A7 Y"/P2OKX3BVG>FCVJM&YSX97[-:RM6XQK9&T:CU5B M9+ZB]N5>4-E-/2O.W.6QAJ.F:?
Q_KV,U'0]4UO2=4PM:.GA]8U'!8O6]>Q-2 M%C8XJN,PN&JTL;0K11L1K611,:UJ(B)V0SS,SSGJ[Q$1RCH\D#Z M M M /\N:U[7,>UKV/:K7LM#T&?HYNM>GE,AMO!^'XEY-O,G?#R_P-
6QO&NX?#YFK M_N_8,;C,?)I6\3O>UB22YK%W;7LF>"*:'OW3K3-DITG>/FY7PX[]8VGY-&KT MG/H#.K?T=\>9Y*PD2]1/3+3=/:EY?T3"7*^8T3'-?VB7E[1DER-W4(D3R7*5
M9\AA/P/:VZ\|K*R:\>:M^72S'DPVQ\^M4[.BCKOZE?1_\N4>8.F_?+6MY)7U M(-MT_(K9R/'W)&"K3^U=K>_:LVU5KYK&O1[TBF8^"_1=(Z6G8KS=I$Z7I6\; M6>*7M2=ZNG)Z+KTJ/
WI0.&Y-TX]$N.RT<,:/5KH;$<%F.2%L_)CMCG:>BACR5R1O'54 YN@ M M M M M M M M '__TM_@ M M M M M M M M M M 'Y^6RV+P.+R6R.*-BND\Y1=L.P+F./\
I,XZSE:ORMRE! V+(;%D88ZU]_%_M&;[<,U2_NF1HV(GW+;F2U,#2G99L-DEEIU+?W+EC'&W]QBQ3DG_'_;_;_;GT MT. .GKACI:XIU;A/@+CW7N,^,].ILJX?6]>J>Q9).L<3+F9S-
^5TN2V'9,O) M$DM_)WIK%^].JRSRR/57+/M:;3O;JH5K%8VKT>YCX^@ M M M /@M5:UVM8IW*\%NG;@EJVZEJ*.>M9K
M6(W13U[$$K7Q3031/5KV.16N:JHJ*B@:+OIXO5],9QYB-OZU>@O3/@>E8J#) M;/SQT[:[6[UM/QT#9;V6Y)XDQ4#.\&HT(6OFR^ A16XJ%KK-%J4FR5ZFS#GW M^Y?
KZL>;!M]^G3T:L'1SU>\U=#/4#H_49P/L+L+N6GW&QY#%VG3R:WO.I6K% M638M W3'0RP+E=4V>M5;'8C1[)X)616:TD%N"O/%HO6+UX;=&:MII;BKU=8W
MH8ZSN)^OKIGX\ZEN(+7@PNX45J;+JUFW%;S?'>^XR*!FV7H M M M M M M M '_]/?X M M M M M M M M M M !J9>M+^D8;V/M^RR&N\"4\A+C(===
[/P3P.YW'/2/W9M3DVKP1UG]FEUZ/?HCY'](1U5<<=,_'#GXU M=FM29G>]Q=4^&T>.^,\')6EW'=\A LM>.?XLJ6&04Z[Y84O92U5J)(QT[7)K
MO>*5XI9*4F]N&'6EZTM7)Y)'=E=V29:TVGBGJI5K%8X8Z/=I\>@ M M M !_ES6O:YCVM>Q[M5:]CD1S7-RHOO YM/K&'HH:70]SO1ZD.#];;B^E_J)SMU/B M;&Q^'%<3/U?;:-
:QEL%$U59 D-ZHQD4%2NC]^#)QUX9[MT,&?%P3Q5[LOP?5N?2,6>C[K)QW 6_9V2MP)U:97!Z'DX[DTBXW4.8II_B[C M#[+I;&!O M M M M M M M !__]3?X M M M M M M M
M M M M #XIYX*L$UFS-%7K5XI)[%B>1D,$$$+%DEFFED5L<444;5DRZM\CUP]C-6XYJ,KO? M5L37MVV1HUC[]F>3MWD55IXZ\%(KYI>2W'>;-W#U6OH4J<"='.7ZMMNQ/LN4
M.K2]\(U^6Y66.[K_?IF3OXS5*5=)VK-6^S?8HKV:F?&YL5['KBG*U5@:Y< MFHOQ7X?*&S3TVIQ>L2^ASS&2Q^(QW6#\) MR&5O5,=0K_N?
NJ2'V]V]/'6JP^UGX2B@B]K/*UOB>YK&]^ZJB=U3IV&7T_6' M/M\7K^DK6')U>K.;>:N,NG/BC>><.9=E^P[B[C7!R['NNS_$VP;#\2X:&:&O M+<^)=5Q6R*J?
8B;3M'5\F8K&\]$IL9ZQ+Z'/,9+ M'XC'=8/PG(96]4QU"O\ N?NJ2'V]V]/'6JP^UGX2B@B]K/*UOB>YK&]^ZJB= MU3IV&7T_6'/M\7K^DK6')U ,! MNL'TG_0ST$;)IVH]67.'VJ-
AW[!WMCU+'_:TY?WKXVPN-OIC+MSX7QKH&XT: M'L;SD9[.S+#*[WM:K?,]UQWOSK&[Q;)2D[6G:7T>D+TJ/09UY;MLW'/2CSM] MM7D;VC:"N2EYVK.\J#GA[8?]8O7ITH=!&CXK?
NJ?EO$\;8O8KEK&ZEB M$Q^9V7;]PR-***6Y6UC3]8Q^7V'*14$LPI:M)7;1I+/%\)FA21BN]5I:\[5A MXO>M(WM+'KHK],CZ/SKXV^?C?@/FC_J*4=6SD*G&?(6NYGC[<,]CZ<4]BW:U
M2#/UXL3N#Z=.M+8L5L7;N7:E6-T\|,42*\]7Q7I&]HY/E,M+SM6>:HIS= M $8=F]83]$!IVR;!J.Q]77Q=L.JYS M+:YGL?\ :"ZG[?P#,X._8QF4I_"Z'"MJC:^"WJKV>TAEDB?X>['.:J*O7L,L
M\]OUAR[?%'G^DJ>\ |^<2]4/$&E<\|%[9]G'$_(M&]D=.VOXBV76?CBEC.CW"?'T M 8L]7/6ITS="7&^$Y;%N^-XXPVP?8 M;R!O'PS<\O@=EV;'8;XIXXU7;\Y7^$8/4,C/\
(EK,J,^#^!TK9)(F/\ 5:6O M.U>C ZH>7])X&X+ZF_LXY7Y%O7L;IVJ?:7ZA-9^.+N M-P^1S]V'X\W#B?7];Q_L<3B;$OBM7(&.]GX6JKW-:[U;#DK'%,DCFKICW*.K"WD34K;-1SUF!
MLS].Y&PRMS/'^X5E1/;L^(MJI5I++(GQOM45GK.+UB]9K+ MD";3K6V<8[QL6G;)2R&K[SQ[M>7UK/XY\CJV4UW;-3R]C%Y2DZ6!Z/KY#$9B MA(Q7,=W9)'W1?)%*D;3&\=SG_-
UM/16=6TG6]T"=-W4-E+3;6Z;'HT6M6I&^1M.MG]AP4V3]Q=U5M*[#^,F9*\%YKY*>.W'2+>: MA)X>P M M M M M M M _]7?X M M M M M M M M M M
":'ICN<;73MZ,+K0Y.QUR7'YAG#.6T# WZSG,MX_8.8LCC.(,'D MJ3VO8YES&9/>8K,;T[^S=$CU14:J+TQ1Q9(CYN>6>'',_)R@N*^/,[RYR?QQ MQ1J[6OV7D[?-0X\UUCFJ]K\
[NFPX[6\0US&JUSFNR&2C141452E,[1NFQ&\[M1U=F_BOC?5N'.,>.N(]'I-QNE\7:-J?'FI8]K8VI2UO3,#0UW"5E2)D!VC8L)3EZ*>.;,E7$9O)8VM)9?SIU'Q/L/@IVH8GSOBA8U7
MJGB5K&IW[(G;;IHCLY]_]_,6IF8R1MZ?[_:OGVS.1_[8&[?Y5YW_&\T[0S; MSZGVS.1_[8&[?Y5YW_;QM!O/J?;,Y'_M@;M_E7G?]O&T&\^KW?Q9UQ=9?"-^
MGD>).JKJ#X^FI>S;%6UKEW>L?B98HEP;,VN%R=%'.5?@]FO+"J^]IYF ME)ZQ#U%[QTF6RMZ.OUJ;G#1MGPG'WI"\71Y@XTR$\%"7G#2M9Q>M\J:7[5\4 M3,KL>J:U5QNI;]@*<;?
WZ*E1QN78QSYDDO2(RL_A?31,;TY2[X]3:)VOSAO? M:!O^E-NP.='/6LUY M45/?'T EGZ;7YJ+KE_P ".4_T MSA3IA\2/=RS>%/LY3/&?
^^/Q_P#GMJG^GJ!2GHG1UAVLB2K)9^FU^:BZY?\ M CE/],X4Z8?$CWN!?PD>CW_AO7^OD)MTO=GW8M5WH M]G@_JAG\-KJ6_18L?6UQN-5W(]S2]Z?
9T&S$VN=#ZV5B>4:WI#^.,QM<>37C M7*].&HU>)[3OA2X%?BO:]Q7>J-17/=1;L-7/WXYKS6(V=*=F@LB>!T*KNTVW M!RZ[L.IW[3GTV1:]&1C.1,QZ1#HFI<50YV?
=_P!T[PS=H)KGM_C"'%8S>L-D M]KN6%@[HS!4-1IWI\HZ7__:1MUW=@,F*@ M TIO7"-FV37?N=WV/[!F\%\,_=;?"_B;*W\9*^#_N9?@_PG MX%/![?
V'MW^#Q=_#XW=NW=>^O2Q$\7T_EDU4S'#M_X3T]5W<7MCF2O*M>['LE6[T^[MI[>@)^:$Z*?S(WGZXN1B?F\65##X4>RPAR=0 !J MT>MR?-O<)_IN\;_4/U)FC3>)/M_,,VI\./?
^):F/H"?G>NBG\]]X^I[D4TYO M"EFP>+#JRDY2 #E^^LD]/-;@3TJG+V5Q5&/':]U ZMI7 M4%B*\,4<<2W=KJWM6W>WWC:QKY\KR/I&8NRJJ>-7VE5W?OXEH8+;XX^7)/SU
MX+Q+# M1HWN)JT[HFJUB3Y![T;XI)%7CJHYQ;Y.VEG[LU]&XH96H M M M M M M M /__6W^ M M M M M M M M M M UP_6G=FNX M'T5N2Q57Q>PW7J"X>UG)=I?
9I\"J)M&Y1^)O@?[9OQCJ5?Y/=O9>SN_R>R]] M/XGT<-1X?U:4'H2=+I;[Z5WH:P=](G04>;<;ND:3,\;/AO&^$S?(F-5$\+NT MKW\RRF]3M_P!\CKN_,C@3
M_3W*1YU72OU>M+UM]&]68VQ]:Y3J9"K8HWZM:]2MQ/@M4[D$5FK9@D3PR0V* M\S7Q312-7LYKD5%0";O5_P"B)]'_-:^L9G$7AVW XR+[(9:DZ>T94SD&5QKGN=XZSO&
[OTKEO3I/)SMBI?K'- MS+O2/=!_(OHY.JS>.FKD"\W8*F-K4=LXXWN&G\74^1>,=AENQZUMU?'+9MOQ MMEUG&V\??K+)(VME,?:B9)-
&QDTF_'>,E>*$_)2<=N&6U;ZI)UK;'L>'YTZ# M=SS-K*8[0\.SGGA6"W+).N!UR_L%'6^6-;J22OVJ?Z>H%*>B='6':R)*L M :#GK@7\)'H]_P(;U_KY";=+W9]V+5=Z/9X/ZH9
M_#:ZEOT6+'UM<;C5=R/GV=!LQ-K&SJBZ/^FCK2X^CXNZH.(-7Y>TNM?^ M-L90SJY3'93 Y9:\M-^5UC:MJWM2= MZSM+S:M;QM:-X>E^DST7/0-T-;!E=NZ7>FW4.-
MQS-.7&V]TMYG=>0MS@Q=C MV?PS$XC;N3]GW/8\!B<@L3%LU:%JM7LK&Q96/5C53[;)>_*T\GRN.E.=8YL^ MSP]@ #2+]?]$P&O2_W?3^635?V_7^$Z_51O MG/\
/_HL\K_ZX<6G34^']7/3>)]'2(,#> <87J9_A(=07^ M&[E?_7S/%6O=CV2K=Z?=T]O0$_-"=%/YD;S]<7(Q/S>+*AA*/980Y.H M U:/6Y/FWN$_TW>-_J'ZDS1IO$GV_F&;4^''O_ !+4 MQ] 3\
[UT4_GOO'U//]AXTSU..=?@S'?!HY>3)UB[S2)XGR=F M1^;I-FEGE,,>JCG6?=Z(]40VBU4ZZ^HS2V(_X%L'27F-HL*CHTC^%:AS#Q)B M::/8L2RN>L6\3^%6O:U$\7B:Y5:K?
NJC[D3\WG2S]^8^3H4&)N M M M M M M M #__U]_@ M M M M M M M M M M -6KU MN-SF^C=X61KG-1_6WQNUZ(JHCVIP3U(O1KD3RR_2B+]!HTWB3[?S#- MJ?
#CW_B6K#ZN?!!8],MT;QV(8IXVR_3M9-&R5C9ZO2[S99K3(UZ.:DM>S"R M2-WO8]J.3LJ(J:<_A3]/W9\'BQ]?V=3,G*(< MZ[UN3YR'A/\ 0BXW^OCJ3-VF\.??
^(8=3XD>W\RRF]3M_P!\CKN_,C@3_3W* M1YU72OU>M+UM]&]68VP :)WKB&(U>'D_H5SU18OLTR6A-+FH+)/[Y(ERNP9SP-_B*CE_C&S2[[3Z,>JVWKZ\V!7JKT&:E]*?5DQ:2K1
MK=._+\^R+&^)C$PKK.GUX%G;(YKY8OLBL4$1L:.>CU:[MX4]3X?U>-/XG MT=*8P-X!A5UD>D/Z/>@?6:FQ]4/-
&O:!:R]:6SK&EUXK^S542>S$G=4]TQVOW8>+WI3O2UG^9O7!>+\7DYZ/3 M[T9;SNN);*YL.R--1U#6N36R-LQ([PJ[,1.C5456N\VIW MC2S_
'2X3JH_MAZ6QOKBN[1WJS\OT$ZK;QJ/_P!UU\;U#Y;'WI(U:Y$^#6[7 M#V3KPO:]47Y4#T_96)D-5.5-?F6K@XO&Y_CMY_'82A&UJ*Z=%6OTDDN8RAF\7D,9D([\
<>0Q&:P>5JW:D[6HV:M8C>B=G':N"] MHXHVVEQMGI6W#.^\,LN@KTG?29Z2+&\D9#IBVG8\O-Q1>UVGNF'V[6+>I9NA
M%MD&5FU_)08^Y-.ZWBLB[!78FS,=V;-6>UR)\E7>+X[8^]YO=,EOLV P^PP8G8L>_$[!BX4[.\1R./Q&/O9;+7J>+Q6+IVLCD
M\GD;4%+'X['TH'V;MZ]=LOBK5*=2M$Z2661S61L:KG*B(JH&O%U@^LU^CMZ9 M\OE=-XSR&V]6.]8M\M:?[3+,5%QC4OPN^56M\K9^Y6Q.5@]=/>W.>4.%M1CKRCG*1V6]
<5W*3(VG8+H)UFKB5>U*4&6ZA\K?R+8 MVL8US[5JGP]C:SWRRHYZ-9"U(VN1GB>K5>[K\+'XOTNBG;M3PC[$26MDXEY:P^^Y*&K)(J2NBTW;]1XZKRRU8T14_YKC4F
M553M'V3Q?)TL_P!LOL:J/.&RGT4>DKZ-/2"8"SE>F;F+#[3G\51;D-FXSSD4 MVK^.].]#13)6_=E MG>>'L >K^8N:^(^GOC_ #?*G.'(^G<5<=ZZQCLOM^\9VC@,+7EF\25:,5F]
M+$MW*Y"1OLZM.!);5J54CAC>]4:OV(FT[5YR^3,5C>W*&LGU)^MJ=&W&V8NX M+IRX3Y5ZEGT)7Q+M66R=/@[0LHB(G@EP=[/8/<-\FB[]T>],0SVU-([L3+!#[\2Y(_(1TC]?
>>_HL/?PL>OZ/'Q4_A_5FOTY^MP]) M>_9:AA>I+I]Y5Z=TOV4K/VO5,[CN<]+Q$:R=OC#/.HX+0-Y@II$BNGBVFM'=F)>ZZFL]Z)AL[\'\^*]2O'V*Y5X#Y0TOEKCW,]V4MIT
MC.4\WCV6XV1OLXO)-KR+:PV]4:OV(FT[5YR^3,5C>W*&LGU)^MJ=&W&V8 MNX+IRX3Y5ZEGT)7Q+M66R=/@[0LHB(G@EP=[/8/<-\FB[]T>],0SVU-([L3+!#[\2Y(_(1TC]?
>>_HL/?PL>OZ/'Q4_A_5FOTY^MP M])>_9:AA>I+I]Y5Z=TOV4K/VO5,[CN<]+Q$:R=OC#/.HX+0-Y@II$BNGBVFM'=F)>ZZFL]Z)AL[\'\^*]2O'V*Y5X#Y0TOEKCW,]V4M
MITC.4\WCV6XV1OLXO)-KR+:PV_X$-Z_U\A-NE[L^[%]N]'L\']4,_AM=2WZ+%CZ MVN-QJNY'N:7O3[.@V8FU/SKV])GTM^C=Q/&F:ZF\KNF+H\L9'9\7J#M.T^YM
MTDUO4:V%MYA+\=2Q76BQD.?K^S<[O[15'N]3U?#>D<5MMGFF:EYX:[[J^')U88=>O7/Q+Z.[I\R/4ES7KO(NT:-C- MIUG49\5Q;B=:S>V/R6UV9ZN.GAH[9MVD8=U&&2NJS.=?;
(UJIX6/7R3W2DY+ M<,=7B]XQUXIZ)N]%?K%?1-UV]3/&G2IQ'Q=U3:[R'RG]F7V/YGD?22>)<1IE/ M[!^/]JY'RWQSD=9YOV_.5_A&#U"S%7]ACK'CMOB:_P!G&Y\K/=\%Z5XIF-H>
M*9Z7MPQ$[RI/UG=?W2AT!Z%!O_4]RMB=&@RK;3=3U*K%/GN0M[MTU@98J:;I M6*;/FLPVM+:A98MJR+'T?;,=:L0,M(WM+5^Y?\ 7"=*H9VS M1X%Z*-
FVC6HK2_!=GY:YF>L(Q$TSG^:3-8^+Y2R6*^ M+SG%$=',/[=D;"ZY13S55E\O"J=+Z6_0C5>M?U;$'0!Z:#H7](O;CU/AW?M+/*W#Y&[:JU6>VM05V M*APOBOCYST=Z9:9.4=57SFZ
&D7ZY#_SKF_Y+S_HF UZ7^[Z?RR:K M^WZ_PG7ZJ-\Y_G_T6>5_]<.+3IJ?#^KGIO^CI&!O88=>O7/Q+Z.[I\R/4E MS7KO(NT:-C-
IUG49\5Q;B=:S>V/R6UV9ZN.GAH[9MVD8=U&&2NJS.=?;(UJI MX6/7R3W2DY+<,=7B]XQUXIZ)N]%?K%?1-UV]3/&G2IQ'Q=U3:[R'RG]F7V/Y MGD?22>)
<1IE/[!^/]JY'RWQSD=9YOV_.5_A&#U"S%7]ACK'CMOB:_V<;GRL]W MP7I7BF8VAXIGI>W#$3O*NG4CU1]/W2'QGDN7^I#E35N)] QCVU_C?8[4JW,O
MD7M=)#A=8U_'PW=BVW/SQL<]E#&5+=MT;'O2/P,>YO*M;6G:L;RZ6M6D;VG: M&L!U!>MX].>HY:_A^FSI=Y,YIK5GVJD6W\C;EA^&,%:E8V5E?*XC#T,#R;L>
M2Q3Y$8]L5V+#6I&*K7-A=V4TUTMI[TQ#/;55CNQ,JP^AF]*QL'I5N,N9^0,_ MPOA^%YN*-[P&G5\9A]VN[M'FH\UK[\TZ_-:NZWK;J+Z[F>S2-K)$J_K6Z7>B#06\C]3_,.J\6X&W\+CP-
')SS MY#;-PNT8XI+.-TO3,/!?VC:[T"3Q^V;2J3,K-E:^=T4:^-/5:6O.U8W>;7K2 M-[3LUC^=?6^^#=>REW&=.?21R/RA0AE6O7VGE7?\%Q)6F\#7(^_5UO7L#RGD M+E.29J>R9/:Q\
[XG>-[8GHL1HKI9_NEGG55_MACE3]<4WUEJN^_T%:A9I-E8 MMJO3ZA<[A]/YQUSD#I-V7,2UZL6=W5U#>.)8KUI?9Q5;7(&L15(V36MAQ ME'-8#88P>&1\4L3VN8Y6JBKG:' MZX
#C"]3/\)#J"_PW*M>['LE6[T^[I[>@)^:$Z*?S(WGZXN1B?F\ M65##X4>RPAR=0"$G6IZQ-Z.;H[S&7T:GN^=ZC^4\+9DH9/2^ Z6/V/#X+(1H
M]'0;%R3ELEA]!@=!/&Z&S!C;N5R%29O@FJL7W=J8,EN?2/FXWSXZ\NL_)$S9 M/7%-B=EK*:CT%86'!,&S9;C.(*E.FZ:+P]X&K/[-R+
M^_/145.WPOK;]''XKTK^KR[C7UP_"6,M%5YAZ&A'TL?1%Z12I9 MJ]/'*7;D'&479+.<,\@T&Z7RQB*#%3VV0CURQ;N4=GQ5/QL^$W<%=RM&JZ5C M)IHY'M8O"^*^/O1R=Z9:9.
[/-2,YN@!(KTD/IH.EWT7F[<;:%S]H7/FWYCE' M5']6X\S^-IXW#Y9N&LP9B;=.4^/[5>]):U?DG7'B MMDC>NSEDRUQSM;=Y3Z-/TN73?Z4_[=/[GS2>;M.^T3]KG[+OMR:WH>O?&/VS
M_L\^(/L<^PGDGD/X9\#^UY=^&?"O@?L_:P>S]KXI/9_,F*V/;BVYON/+7)OP M[\GBGI /3<="7H[LC;TGD_=\MR-S57K),_A'AVEC]JW7$NGK0V:3MUO7O4L,3S^TQ7RK7MVGUQ3-
KF+#=)Z# M,5'K\?>.K+M/4';FS%OPRRJVW8@Q/$<%+'>TA5B+7;):\#FN7VSTRZK,E:::#X)>;"^2K-/$W MQF>]+4G:T--;UO&]99;GEZ &+?51UK=+'1-I<6^=4'-6F\386\VW\1TLU;G
MO;7M4M!D;[E;3M(PE;)[AMMBJDT?MFX^C8]A[1JRJQKD5?5:6O.U8W>;7K2- M[3M#7/Y?];JZ/M7RUC&\,=.'._+=2I9EKNS^T9+3N*,/D61R-:R[AHDM;[GY M:<\?=S/AM''SIV1'1-
[KV[QIK^_ MM=OX7F/5L_DZ\?\ 7U<3>TC6JMQ__/+[L"?\]'WX6?6'SXJOI*U/1!Z/ M7?E\5I/'?*MKC3ES,>QBQW#_ #CCZ>@;AF+L[G,9C=6R306)/&ZNUO?MROAO3G/1UIFI?
E$_FG1ZW)\V]PG^F[QO]0_4F>]-XD^W M\PYZGPX]_P"):F/H"?G>NBG\]]X^I[D4TYO"EFP>+#JRDY2 M #2+]J-_.0\V?H1-_J'ZDS1IO$GV_F&;4^ M''O_ !+5H]7)^>8Z./\ DA?
^A5N<#3G*?I^[/@\6/K^SJ7$Y1 M #G7>MR?.0\)_H1<;_7QU)F[3>'/O\ Q##J?$CV_F64WJ=O M^^1UW?F1P)_I[E(\ZKI7ZO6EZV^C>K,;8 >JN:N<>(.G/CG8>7.=.1M4XLXW
MU:LMC-;;N.5@Q6,@"WS: M\+BV8WQMB6Q!A%M-22M9K2NSZF\3/!'DT::DQ$WGSZ-P@RM23?IB_2:X#T8G M2M;Y+HT<5LW-_(N1LZ-P-I&7=,
[&Y+:TI_"\MMFQP59J]V;3M#QLC;5UD3XW M6K,U2E[6!;:3Q],6/M+;>7FY9;>JSF7->Y>U3%;OU5ITL>4\VIQUU= /4GZ.WF)_#?4?J=;%Y"]3DR M^E[KKEJQF./>1]>BF2O+G-
V>ECY+L-6PYL=JI9KU,C1>]B6:\7M(E?II>M MXWJS7I;'.UFQWZLCZ63==1Y6P'HZ.=]NM9WBWD*"_%TV9?8;RS3\<;[0K6\Q M-QG4R%M?:,T[>Z4$_P 6U'RJRGFXHH*L??(O1N?
48HF.TCKYN^GRS$]G;IY- M]DQMJ6?IM?FHNN7_ (Y3_3.%.F'Q(]W+-X4^SE,\9_[X_'_ .>VJ?Z>H%*> MB='6':R)*LEGZ;7YJ+KE_P ".4_TSA3IA\2/=RS>%/LY3/&?^^/Q_P#GMJG^

MGJ!2GHG1UAVLB2K-'[UMGH@6"YPKU_:5AVI#=;6X"YREI0-:J7(69//<1[=> MBKP*^1UBHS+86[>L/1K$KXBJU>[F-->FOUI/NR:FG2\>R)WJ_O6PO1AZ1GBY M^PY?XMXHZA/!T_|
)R6)7MQU1FZY*A]@6SV&KXJU9^M\B5<:LUQ[46MBK-Y/ M&QDLBKVS4X\<^LN+[&...(^@;2\LUN6Y,L4 M^:>;
(:TT*R0Z+K&5FJ\9:Q=C:^1WLMCW;'VLM(QS8Y(G8"HYJN9,J&K34YS> M674WVB*1YM>+T"?1 O6YZ1'BS$[#BOC#B3@R2/GGEE9X'RX^[BM(R5!^I:I9
M^5%#/]F&^6,=5GKN>CI,8EV1K7)"YJ]\U^#'/K/)PPTX\D>D*Q=.UDWB[-K'%6F3SPNGAJ938DI9"]ELQ+&C53 M&XBGDLBUDC97P,@[RMZ7R5QQ]YSICMDG[O1LVZ-ZG=7?
KM*;DOKKFK;9-&DF M1Q^C<$,NZ[C9>W9U2EF,_P G4,EFXT5/$EB2CCU7Q>'V*>'Q.SSJO2.31&E] M98E=5_JF?
5AQ5K^6VSI=YJT;J=K8R*S==H6:P$G#7)5RNS]\BI:Y'DMCVW1M M@OPQ=T-\3W ML=HY6CUK+/$S6?2T.FWZ$3TK&,])QTWVY]T90PO4SPFW ZWSC@J,453'[$N3
MK6FZWRIK=.%D4%3"[O\ %-KX33C:B8S)UIX4:E9U1\L_-C[.W+NRH8PES^V;!<>E/6])U2E/- M7CO[-M68EBJ56/?'!$KW36)(:T4TT?JM9O;ACJ\VM%*\4]'*P](CZ2;J0])+ MS'D%Z22-
|:>_/I5=*+U.C4_BAL4W7YL7Q\M56NO1=-^-^*&W5:O:5N)=S6EQ]5CE3O M'\-:]R)^&WOYSKAZ"=7S7*]6# =1G!&OP37M@ MY&XGKY-
,YI6*A<_QY7D#CC)1NS^$Q4,$3IK%_'RYC%T84\5NW BIWZTSTO.W M2SC?!>G/K5@7Z/\ ](AU&^CDYJQW+G!&T64Q5NS0K\D\69:[;?Q]RMK56=72
M83:L1&]T++\$,TOQ=E86)D,7+*YT#_!)-%+[OCKDC:SQ2]L<[U=53HMZON)> MNKIPXYZEN&;\LVJ;YC%7(8.^^'X_TC;<N1^I/FW+R8S1^.
M\.ZXM"E["7/[9L%QZ4];TG5*4\U>._LVU9B6*I58]\<$2O=-8DAK1331^JUF M]N&.KS:T4KQ3T^*EA\6KVP9'9+=5(FY/-V&+D,D^)B/5^6FY."SN&/[?*O\;Z'C:TNP[915SVK
M%>LNQ>&LM1Z07I)(WQIYR9J4Y=;/5,-[\^E5THO4Z-3^*&Q3=?FQ?'RU5:Z] M%TWXWXH;=5J]I6XEW-:7'U6.5.\?PUKW(GX;>_EQ^*G\/ZNWPL?BY^R)/I#/ M5[.N'H)U?-
V#D;B>ODTSFE8J%S_'E>0..,E&[/X3%0P1. MFL7\?+F,71A3Q6[<"*G?K3/2\[=+.-\%Z<^M6!?H_P#TB'4;Z.3FK'LTMPSU4J6B]>*.C*@\O3 M0<]<"_A(]'O^!#>O]?(3;I>
[/NQ:KO1[/!_5#/X;74M^BQ8^MKC<:KN1[FE[MT^SH-F)M:8/KB7^]QT(?GMSY_H'BLU:7K++JND(^^JY?.NZC_@1YF_T-CCKJ M/#^KCI_%^CI@&!0:ZWK1OS4>V_X;^&?],9([Z?
Q/HX:CP_JT*_1J=6&+Z'.M M3A_JIR^,O9RIQ%1Y6R<. QZL9/L64V#ACD/3<'K MZG6GDG1KEC1J[,E>.DU]6+';@O%O1[;P&A>D(].1U@[GL^"P^:YCY8V:Q%EM
MISENTN"XLX:TF6Y+7P>+FRF0E?AM%T;!0(^''4(W2WKRPRK%%.3L:Y6M8SE:A#>USD6KBZ<-:KCL?R!A'^W? M%#%'6BRM:]! UL,+$)V;'V=]H[LJ.')VE-Y[T=5CSDZ@ -(OUR'_G7-
M_P EY_T3 :]+_=]/Y9-5_;]?X3K]5&^<_P_^BSRO_KAQ:=-3X?U<]-XGT=(M@P-[76]:-^:CVW_#?PS_*8R1WT_B?1PU'A_5HD^BIZD-&Z0^OSI[ZDN2IL*S&8N&26"*SDL?
JK]+/U6S[OG\-N&[;)LF5LZ_PCP'Q_3V+< M*FAZS,^/X!IVA:MCH+EW(96W7I13Y6[#6;8RMYK[$C6,2.*)2E<==O+U+WMD MMO/7T9B\6^K=^ELY.P4&Q3\
8#C2C=@99Q]7E+E'0M=SMJ%Z^']_UK'9G.[# M@YV.1?%#DZM*=$3OX.RM5?$Y\4>;U&#+/DW$_0"^C.ZB_1G\0=0&C=1=[C:] MFN3>2-9VS7'\;[-E=FHLQ>(UB3$6FY*?
*ZWK!C&2-5GGXD7R,N;) M7),35JPX[8XF+;C(Z7I4VK?S-IKH^T+8ZL\F2,==_-RV^ M?^H7J/ZZN>JZCJ4UVNYJ,:_-7;U5ZN2S2CD MC6)W"^IK'*O-WIIK3SMRA0;;?4\N,Y\ L>B]
<.]8O:(ZJJEK;>&-?SV N7F- MB5&+0P^]ZYD<;5L/9(U7?";;X4D:[PR>S5DG.-5/G')[^%CREK<>D9]#%UG> MC5?#LG*^N8?D'A7(WHL?B>=N+)LGF]$AO6YO9T,+N-?
(XS%Y[0_;1\;8X\A M6;1M3/6*E@T]-;O7H_N3->X(YMV+([+T M7<@['6H9FEE;-W(S\ YC-W?!-R1I$:):L0:LERRMC8<- QS+,7M+E6/X:U[+ M?G-BB\<4=_\
=ZPY9I/#/<_9TPJ=RID:E7(8^U6O4+U:"Y2NTYXK-2Y4LQ-F MK6JMF%SX;%:Q"]KV/8Y6O:J*BJBHI/4'V0.,+U,_PD.H+_#=RO\ Z^9XJU[L M>R5;O3[NGMZ GYH3HI_,C>?
KBY&)^;Q94,/A1[+"')U:*WK(?IH=WL[[NOHZ MNE[;+6KZCJK&X'J=Y&UR]/3S^V[)8A27)<+X/+4Y8Y,;J6"K3LAV1T3DL9*\
MLN,D6.K7MQWMF#%&W:6Z^7^W^W^_L>HRSOV=>GFUB.B3H*ZF?2#\LIQ!TT:+ M]DN7HU8,IM^U9FW\1Z#QY@9['P://;OL\L-B+&5)96O2O6ABLY*\Z-[:E:=[
M'M31>]:1O9GI2UYVJVP.)O4]L(F"J6>=.M7*/V>Q4\5_"<3<4U(L%BKRK#^] M5-HW#9YLAL%2-&R?OC\/C'O5[?D-\"H_-.J](Y-,:7UEC!U?>J7]0'%NF9O>
M>D[GG!]1EC"4;>3L<5;;I_VL.0,E6J1.D=1T[,0;)M.J;5G)D:JLKW'8)K_P M(WR2*QC_%34UF=K1L\WTUHC>L[M5G5-KY0X$Y/Q6V:EF-OXIYDAB])5T<8/DC:78RGSMQKDV\:<\X?
&L@IUY]NQ^/JW,9O6-Q< M+8DH8+D+"SLNQLCC96KY!EVI"KFU.Y.RX^SOM'11Q9.TIO/>\U=#DZM!SUP+ M^$CT>_X$-Z_U\A-NE[L^[%JN]'LB[Z._TH'('HY^!>MO7^&)I\?
S5U+X[A34 M-%V9U2O8H\?TM2=RU)M/(4/PB.6.?:L'0VZ*IAX)&K EK(K;D;(VG[&7K?'& M2T;](ITZNF%ACR_7SGG;$ZK)\(M8[ISQ\>%BNO]HL7L:%GF:2]/5]JYK7>*S&^?
MP*Y/8^)&,X?%3^']7?X6/7G[(D^DK]7^ZO\ T=NJY'E^+)8#J'Z>L5)&W.\G M\>XS)8C-Z-%/-6]5;O)''V1ER%S7,5=N6$CCO4;^7Q\3O"EF>N^2)C^N//2\ M[=+..3!:G/K5-
CHEZS^:N@OJ&T?J(X0SUFAG-7R$4>QZQ+;GBUGD;3;+TBV' M1-PHL22O?PN;HN&7BEYI;BCJZXW3;SYHG5 M)P+Q+U#\9VW6]'Y?T;!;O@TE?
&^YCFY:HQ^0P.42)5CBS6MY5D^/O1HJ^RN5 MI6?Q29:LUM-9ZPIUF+1%HZ2]VGQ]2#],;Z5?2?1>]/,6R5*^*V[J)Y1^-<#P M-QQD/:38^SD\?7B=F-]W."K>Q]YF@Z8MRO\
"602LLW[MFO4B=&V6:S6ZXL< MY+?XQU.C46 M:6:K@M?QK/!C=;UG%),L=+&T8H*52+Y$4;4\BA6L5C:O1/M:;3O;G*Q71?ZN M!Z17JZUS$<@YS7M2Z9N- M4QNU_.N/T7'6SZ.C-
4%ZBN+;6+U+)9%:>J\PZ/D/LMXMSV0@_?8:]+;<=%#- M@,Q,D;I*]#,5\7DY8XGR1UUC8KT[TR4R=V>;C?'?'WHY/>G4%Z6?E;JU]&3H MW1/U%Y7.\@*>;=-S&M\AY:W,Z]E-KU+.;
MABTH9*19[&4Q]F1MIR34O;7/E<45R<=>DP^VRS;'P6ZQ+^>@)^=ZZ*?SWWCZ MGN13YF*3!XL.K*3E(-(OUR'_G7-_R7G_1,!KTO]WT_
MEDU7]OU_AA%ZHW\Y#S9^A%R1]?'38>]3X<>_\2\;Q)]OYAT43"W M M M M M M M !_]'? MX M M M M M M M M M M #5H M];D^;>X3_3=XW^H?J3-&F\2?;^89M3X<>_\
$M6CUUVN- M=NR^IS[#5PLMV;$U\M)BK-=UV+'2Y&=T+7]T8LSU3\)3O:M;=Z(EPK:U>[.S M)+[KEZ3[\O7JF_7%N/[2//98_P_,/7:Y/63[KEZ3[\O7JF_7%N/[2'98_P_, M':Y/66'_
"ISGS9SIEX-@YNYAY3YCS]6.2*MF^5.0=MY"R]>*5R.EC@R6VY? M+W88Y'-17(UZ(JIYGJ(B.D1#Q,S/6=VP[Z"CHM]$)U#\@ZA;ZI^I6?=.?7Y6 MH_4^D;?]=DXEX\V#,(]K*-"?
<;>3RM'FJU9O*UU;!T)N&?B;&3Y?E'C_%.:/DK;-OSN1WVW%B-FV#%9!D5G7L3KD'C2)6/6 MFJH]WX+-.#)3'6>+K,LV?'?):.'I$/77H&_0/=2'2;U=9CJ2ZW>+]4P4?&NC M6H>#VU]?
6,KF64;&IZG'0.F_#OY_X\S[JWM+ MV$ATA\-SDBI'-&L<_P 79WC-F4CFB5WL5L15IWM3CGKQ8Y M]8YN8[Q+R5L?#/*G&G+^GV7U-
LXLW[3^1=9M1S25WP9_2M@Q^R8B5L\7[[%X M;^-C^4WS1"A,;QM/24^)VG>.KM)8+,4]BPF'V#'*]V/SN*Q^8HK*C&R+3R=2 M&[561K'R,:]8)V]T1SD1?% M/LY3/&?^^/Q_^>VJ?
Z>H%*>B='6':R)*LQ9ZVNES4NM/I3YRZ8MR;4BQW+.B M93!XK*VX/A#-9W*K[/,:'N$<2,>]\^I;GCJ.1:UJ=WK6\'N3S M>L7K-9\W'OY T3;N*.0-TXTWG%6==WKCC;MATG;
<+.]OPK"[3]68MX/.8Z22 M%SHW2T,K0EC\;'*U59W:JIV5:D3O&\=$N8F)VGJZNWH<^M->O#T?G!O-.9R; MLGR5A<2_BGF>29[7W7\J<=04\3GV[;-=NIO/OO15.1-
TN.TK#WI%=)K'&N"9'@..]:]DU[Z\$^*U'&U&VO9(UD]YT\ M_;QRN5:E*\%8JF7MQVFS?H]68Z(%Z7N@>ES9MF';0Y3ZP,AC^4;S[$#69&AQ M-
C*]NCP]AY7K"Q_P;)8N]=V*+L]Z+%GV(O9S%:W%J+\5]HZ0VZ>G#3?SD]9P MZR\MTR>CZDXFTO+.Q>_]7.T6.(UG@?)%?J\3X[%29GERY2D;^]JW*49<=K]E
MCD7Q4_*K>SFHY&GIQ7WGI!J+\--HZRY]/1ATP;9UG]4_!_2_I5MN-S?,.\T M-;ES;ZKKT>MZY6@M9S<]KEHLDA?>BU/3L3?R3X$>Q9FU59XF^+Q)MO:*5FT^
M3#2LWM%8\W7;Z;NG3B;I-X2X]Z?.$-:BU7C;C7!08/ X]',GOW)/&^SE,_GK M[8H79;9-BRD\UW(6W-:ZQ;G>_LU%1]3+6FT\4]5.M8K'#'1[P/CT :DGK'OH
M=>3NKG/\/]3O1MPT[>^=I+EGC?F_7]9N:KKU_;M1@Q,V2T7?LM/L.8UW&WU\7YC\1O62NV8]?Y! MP^'N/6*M-*VO',UB)XW*G3-DQWIM$\W/#CRTOO,?=;\9B;6@AZVAUEY;=.H'
MB7H@UO+.;I/#&KX[EODC'UWR,;D.6-^JWX-6IY2)W=DCM/XVDCM4WM[>6S6$ M=W5K?#MTU-JS?SEBU-][13RA.3U?CT;F#](-UEOR/*F'BS73OTWXS$E
MSP8^._/NPZ@%"A1Q=&GC,93JX[&XZK7H8_'T*\-2C1HU(65ZE.G4KLC@JU:L M$;61QL:UC&-1$1$1$2>HOM ?%/!!:@FK688K%:Q%)!8KSQLF@G@F8LU?'(N$I(J*D?=/&IIO7C\X>]-
?:W!Y2Z$)B;6@AZVAUE MY;=.H'B7H@UO+.;I/#&KX[EODC'UWR,;D.6-^JWX-6IY2)W=DCM/XVDCM4WM M[>6S6$=W5K?#MTU-JS?SEBU-][13RA.3U?CT;F#](-
UEOR/*F'BS73OTWXS$ MESP8^._/NPZ@%"A1Q=&GC,93JX[&XZK7H8_'T*\-2C1HU(65ZE.G4KL MC@JU:L$;61QL:UC&-1$1$1$2>HOM ?%/!!:@FK688K%:Q%)!8KSQLF@G@F8L
M/SA[TU]K<'E+H0F)M:#G MK@7\)'H]_P "&]?Z^0FW2]V?=BU7>CV>#^]&?PVNI;]%BQ];7&XU7P.N M!Z+#H!TCT>M&PU;!:UU8>G:[
ML"T?;QL;>W/BG==;GUV189;$/MW4]5W38E3V;996^-51]1^T>UJ8WI$^DONF MG:\QY3#H:&%N :1?KD/_.N;_DO/^B8#7I?[OI_+)JO[?K_G7ZJ-\ MY_G_-%GE?\
UPXM.FI\/ZN>F\3Z.D08&]KK>M&_-1[;_AOX9_TQDCOI_$^C MAJ/#^KFAQ12321PPQOFFE>R***)CI))9)'(UD<;&HKGO>Y41$1%554WI[J?> MA7]%-
QMZ.CILT_,Y_3L3:ZM.3]4Q6=YPY R%*M;V/7K6:KULD]7F2ZF M?24\A\?X_*RVN-^E.G#P9J./;(Y*;-LQZ0Y/EW,/J^TDBCR\^^V)\3+*U46: MG@ZGB1%;V2AIZ\./?SE/SWXLFWE"T_JJ?
HW]/AT'/>DR>J[CJF=K_"L5 MGL!F*LE/(8^W$CF2-;+#(O@DCIXW!;%QQ-(U_P IM;%:!M>/P\3N[DD^*G*J^+Q(F'/7AR*M>['LE6[T^[I[>@)^:$Z M*?S(WGZXN1B?
F\65##X4>RO5Z6U7I7)Z53XPN0U;$M2A[>.K\-M1PO?7]?"I M4=%6^$RM1GM'(K6>+NODAR=7- Y]77],_R?ON[\E;EPEI64V_D/;MDWG:\F M_G7A]'9'9-MS-W/YR^Y';G(Y'7,ID)9%
[NOO-\9\41M$\F"<&69WG;= MNU>AAZ W>CPZ&N/>)=LUW$8CG+:[.2Y"Y]OXZWCK04<7![":2JLE>:>)>]B1SLF6_;7WCIY->*G!3:>JKYS= #G1^M8]*.M
M<)];W'7/VFX>K@\3U5<=9',;76I5O@]?(<>]-M?J X26U.W6.6.GB M7<9Z;)7>QEW#B?>=:KZ]/+ KVQK['7.1,ZU)$1SVJ]&HGAO]?(3;I>[/NQ:KO1[-=WT;G1YD>O/K5X(
MZ8*UF]C<'ONU/N;_)W'(QMO <::EC;FV;_DZ<\|4]2ME5UC#V*^/=,UT3LE M8KQJUWC1KNV2_!2;.&.G'>*NN9QEQIHO#?'FE\4\8ZSC--X]X\UO$ZCIVKX> M'V&.PN
PE.*CCZ4#55TDCF0Q(LDLCGS32JZ21SGNICIHH?"EU_B_D M_+TM+=?F?9R#^.]A@J;AQO)D;+T:ZSD9-#V''.L2]D2297.3R5"ICMQTBWR2 M\E>"\U^;><]5
YBO[YZ.3<^,=8FX+ZB=WU_7ZBSQO3'Z9O&!U7D.G&V'X M0^Q VQNN?V"3SB9$Y7*K'/?[5&8]3&V3?UALTT[X]O26ST9VAR:;EMQY)GR7]5]]%7J/+^3R_I"N?-9H[)]_'6VOU3I
MNU'-UF7,3D>1,!\&N;+RQDL=8C6M=CT:Q/7I8'Q^VB;E_A=E61V,?4D7CJ,D MQ_N=?JZZ?'$_?MT\F^<8VT]8\S<,\7]0O%^Z<,0>,N0<+8P.V:GGJ
MZS4,E0F5DD.R>.MQ1V:5VM)#2.:-CV_8F:SO'5\F(M&T M]'*]*MT$9WT<76=R-T\6KEK-:-(RIO_SM-QJ):V3B;;+%YVMRY!S61-DS M>NW*%O"Y*1L<4NBG\]]X^I
M[D4\YO"E]P>+#JRDY2 #2+]?]$P&O2_W? M3^635?V_7^&$7JC?SD/-GZ$7)'U\=-A[U/AQ[_Q+QIO$GV_F'11,+< M M M M M M M '__MTM_@ M M M M M M M M M M M-
6CUN3YM[A/]-WC?ZA^I,T:;Q)]OYAFU/AQ[_P 2U:/5R?GF.CC_)(7_H5; MG TY_"GZ?NSX/%CZ_LZEQ.40 !^#L.T:]J=!V3V/+TL13;XD;);E1 MKYWM3NL56NWQV+D_;S]G$Q[U3Z#_
,=_6_\ J#_1/^F_V/;[?_KG[3TGV9]E MQOM;-?:V28C>:8<<;Y&E[S'.*JOV/]A_;P!OZN-%C:?+J-3/E2- MXK'K:T[5I7_*TQ'S8S;)U9Z]3DD@U?7,AFE:JM2[DK#,15Z2&!D5ZW-&J M?0]('?
R?C_P)_7?_O MRR1I[?*-N?\ V[[%_P!_P#VOJ*1E^W=9ATV_/@QUG+;VFTS2D3_-:\ MT?9OV7_3>EP3/+?!J\N2(])M;6UI/S_W*/EL_P#TUZQ]M_8W]/:O3QU[.FKT^2W7K>=5FI$].F*
(Y3RY[MQRU7^@']+9(F='J]=BO/XIQ7K'T[.D_^1?[WV]J]_53IF5?'7V3&9+6)GJUOP MEJIF,8WOY*LDU:*"]'Y_BK/1$]ZIV_]-_Z??\'%O]*_ZBRTT7]=_9^O_I_5 M7F([6)^-
TL>LVOBICU%>?3;2WB(WWM&W/_GGVY_H-_4F@K.;[&SX==CC^V?] MQR3[5M-J3_X$B?2/3)+%9?%YVC#D\-D*>4Q]A.\-RC8BLP/[?A-]I$YS4D8O MDYJ]G-7R5$7R/]W_-.?U-
_3W]7_&1B^W_Z6UNE^T/L7/&],VGR4RX[>L<5 M)F(M6>5JSM:L[UM3Q'_%]?GZ_[+U5M%]I8$_T(N-_KXZDS=IO#GW_(AAU/B1[?S+VQZI MOPGPSS/R#UKUN8>(^,>5ZV
TWA"?!5^2M"U7>H,+/D,WR7'?FQ,6T8G*QXV6 M]'4B;,Z%&+*D3$=W1J=OFIF8B-IV?=-$3,[PW4OW#'1+^1WTL?YOG$O\T3)Q MW]9_-KX:^D/BGZ$>A^U!-6L]&O2G8K6(I(+%>?
IXXBF@G@F8L>ZYLE?/>/F\6P8[M>6T_)SUO28^C8YM]&'U!2<0BHO MM7I-=VO!6)8XR6>I/4M6-V/)&2N\=6')CG';:>C;T]6K]+[MNG4[A\KT-]3>W7-
LYDXXU>79^%>1]BO/M;%R-QMA?@=/-Z;LV2MN=9SVZZ&V MQ%9K7)));F3PSY73HK\=-8L9=1BBOWZ]&K3Y9M]RW5MMF9I?D9_/X+5,'F-G MVC-
XC6]:U[&7LUG]AS^2IX?!X/#8RM+AC,9CZ<+Y9YYI&111, ML^:?68O M2+\||.EE6 M8G,3+7E?!,R.9&NO# M/6&'4TVMQ1TEY#ZJ7UL-X@ZK=]Z/-ORL=72NI_
+GM$2Y89'7HO%'6#37VMP3TET+S"W-9/UH MKK@7IWZ(L;TTZ?F&T^2NKW+6M9RC*L[4OXKA34),?E.1+:^RG2:JW:\C:QF" M1)8UBMT+N1:U4?"JMT:>G%?
BGI#/J+\-.&.LM'/T9_1SENO'K:X)Z;:E>X[6 MMKVN#,\G9*G[2-<'Q/J35V'D').MLE@2C9GU^C+2I2*]GBR5NO&WN^1C5UY+ M<%)MYLF.G'>*^3KRX7"XG6\-
B==P&.IX?!8'&4,+A<1CH(ZN/Q>)Q=6*CC<= M1JQ(V*M3HTX&111M1&L8U$3R0F*;0K]3W_?OB++2PP>%%CGEJ\:TDD?XE\;6,3LGA\]NEC[LS\V+53]Z(^3T'ZI MGQUC-K]
(WR/N^3A@G?Q;TN;WE]?5SNUFILNT;WQKI[+L3'5Y&.@35LOEX)%2 M2.1'6&=O$U7HGW4SMCV]9?--&]YGTAT8S"W XFM;W7P]UI8HV MQQ[)N:=\D^[;V]4@XZQV Z!^;^2?
95OCSD3JAS^'L68>ZS.UW0N...X\'4MJ MZ&-4EK9G9LO(UK72,2.PU45'.>U,VIG[\1\FG31M29^;:K,S2 -7[UL;C7' M[5Z.70.0/@<3LUQ7U+:/L9G'L?
(J2_!LAEK&+ED9'W%SD\+N_A77EC?';V9,4[9*^[KI$Q3< ME[TV&[9/?_2M=(XYPL37^%G:"'#ZK R) MG;][B:UO=?#W6EBC;''LFYIWR3[MO;U2#CK'8#H'YOY)]E6^/.1.J'/X>Q9A
M[K,[7="XXX[CP=2VKH8U26MF=FR\C6M=(Q([#514Q\B MI+\&R&6L8N61D?=SGU(U5/"U531IIVR;?)GU,;X]_FTKO1%;M=T#TG_07G]:?&[5*R9.Z]X7.3PN[^%=>6-\
M=O9DQ3MDK[NND3%-H.>N!?PD>CW_(;U_KY";=+W9]V+5=Z/9X/ZH9_#:ZE MOT6+'UM<;C5=R/GV=!LQ-K3!]<2_WN.A#\]N?/\ 0/%9JTO6675=(1]] M5R^==U'_(\S?
Z&QQUU'A_5QT_B_1TP# H-=;UHWYJ/;?\ #?PS_IC)'?3^ M)]'#4>']6A5Z,#4L9O/I'.A75\S''-B,CU8<#29.K+%[:&_1QW).NY2UC9V> MTB7V&3AI+7>J.[M9(JIW5.R[,D[8YGY,>.-
|D1\W7^)BF -+GUQ2I5?H?05 M??7B==K;=U#5*]I6(L\-6[AN'YKE>.3\)L5F7'P.>U/)RQ-[^Y#7I>MOHR:K MI"0OJN7SKNH_X$>9O]#8XZ:CP_JY:?Q?HZ8!@4 &D7ZY#_,ZYO^2|
M_P"B8#7I?[OI_+)JO[?K_"=?JHWSG^?_$6>5_\ 7#BTZ:GP_JYZ;Q/HZ1!@ M;VNMZT;\U'MO^&_AG3&8.^G\3Z.&H\F\]Z^QI^$B89>."?#;)U4
M\#TLY6L(CHKF"CY+UNWFZ2M=#8C<^[BJ\T3$>QS%>]/%\GOVVY)VI,_*6+'& MXCYNPD2U0 <7SJ-W+*7^*=[QV-=D+V4S$\LJPP1,5 MSU7P^:G&VGK>TVF9WEVIJ+4K%8B-
H9)??>?6U^33TL?]_+7])!Y^%IZR]?% M6](/OO/K:_)IZ6/^@?EK^D@?"T]9/BK>D'WWGUM?DT]+'_0/RU_20/A:>LGQ M5O2$&?2'==^^>D:ZBK/4GR5H>B<>[??TO5],R.(X\^R-
,%>BU1+\-#+2LV?. M9^]'D9:-N."1(YF0JRNQ48CU>YW;'2,=>&.CADO.2W%+;.]3PO6Y.*NN;&OG M>ZC4Y!X/O5JRJGLH;>0USD6"[.Q.W='V8<97:[S]T3?^/-
JNL>S5I>D^[R5;O3[NGMZ GYH3HI_,C>?KBY&)^;Q M94,/A1[+"')U8B=8O79TM=!7'4?)?4_RIA^/\3D7VZNK8!L=G-;QO63IQ1R3 MXO2M-Q,=G.9Z>!;$+;$[(FTJ/MXWVYX(W(\]4I:\
[5AYO>M(WLU+^HGUO[/N MR>2QG2=TCX6OAX)7MQ.Z]0NVW\C?R<*L[,EO<:<U^V5] MA'V1?'7QKM.R_#O!]@%'X-[/V'LN\OB\?C3P=,>.N/?A\W/)EMDVXMN3/CU7 M+YUW4?\
CS-_H;''/4>']7O3^+]'3 ,"@T'/7 OX2/1[_@0WK_7R$VZ7NS[ML6J][T>ST]ZH_J6,R_I!.;=KO1QS7-/Z3MJCP\V+E3B:C/DH9DD:L< M\.+K6*W;PN1T=Q_N5$[_'4S]R(^;YIH^_,_)T1#"W
#E_^LM5*M;TP'4/- M7KQ0RY#4>![=Z2-B-?:M,X2T6@RQ.Y/.25M*E#$CE_!&U/SMI>[/NVFNI7>K_!?TY_WLJ.;V7Z4]Z9JQO:(^;3:=JS/R<85SG M/][E<]
[E5SG.B5XDQG"/HT.B'0L96BJ* MO3GQMNV9AA9$UJ;7RE@:W)VX*KX))8[#EVG;[G[ZCE]KV\7EW[),RSODF?FJ M8HVQQ'R40/#V -*KUPGB?$R:OT4\Y5JL<.]*J-
=YJS7I9ZPR:J.DM>_T!/SO713^>^\?4]R* M=LWA2X8/%AU92E_N^G\LF MJ_M^O\,(O5&_G(>;/T(N2/KXZ;#W]?#CW_B7C3>)/M_,.BB86X M M M M M M M / 3W^ M M M M M M
M M M M M U:/6Y M/FWN$_TW>-_J'ZDS1IO$GV_F&;4^''O_!+5H]7)^>8Z./\ DA?^A5N<#3G\ M*?I^[/@\6/K^SJ7$Y1 /1',7-F-XWK_%>-9!E=MM1>."B]ZK6Q<,B M?
O=W*>S5'_+]\4"*U\B>:JUO97?X_WU#_OK'[!_T(T7_$/?85D1:V\1.S8]FSVVY.;,;#D[.3OS*O[[._Y M$,??NV"K WPPU:[._P F.-K6I^+OW5?P[_KG^O\ ^L?]2OM_+_4_];Z_/]H?
M;&6>]DM]VE=]XQXL<;4PXJ_VX\=:TCG.V\S,_P"Q/L;[#^ROZ?T-?2L[['P4P M:2OE6.&6/NO@C[=_H;77PU MM:.VTUYF^DU-
8_MU&#BBM^4S%'+CWF<62DS,S_P";_J;^DOL+^K=%.B^V M<,7F(G@R1M&7'/K2^V\?.L[UMM]ZLJ2<7\IX/DW$.M44^!9BDR)N9PLK_'+2 MDD\2-
F@D\+$M49W,7P2(B*GN2_O!_OGO_?1']](_Z_P#],S]H_9$?"?U/ MI*TC6Z&]N*^"UMXB^.VU>VT^2:SV>2(B8VX.*L^]9F.;V@?Z#?Z^& YUWK MK,;8
-9KUJ[AG7=\]&UBN5;="LNU\$\X:)F,'F5]BV]7P6__#M"V;!122O; M(['YB]E,5:GCB1SW38R!R]F,>J:--.V3;RF&?4QOCW\XEI >BBY6RW"WI*>A M_?L/:EIR0]2?
%VI9:>#VBRKJ?)6R4^-=W@C;$YKY76].VV_%X._:3Q^%?)5- M>6-\'MO MJS[[ONS4Z6VZGH^OD MQ:G)._9QT\T(?18^BZYB]*1SEEN-./\ ,T=!X^T#%8[9.8.6LSC+F7Q>DX7+
M79J6$QF/Q566HF=W3:9J5KXLQ\EJG'/%1MS/G9'7>J]LF2,==YZN./'.2=HZ M-X+ACU7;T5_'&#HTN1M.Y6Z@\Y' SXRSG(/+.W:E#;N.CE2=]'$<.7N-XL?1
M265%AADELRQLC8U\TJ^T=)DG49)Z;0V1I\<==Y>\OOOP>Y6L59OP)8I6*L;O5,V6UXC?EO\ MGF^'%6DS$<]OFYRQN8'9YZ9?X-W3[_@0XH_U#P)*MWI]U6O=CV81>FU^:BZY M?
|".4_TSA3WA\2/=XS>%/LY3/&?^^/Q_^>VJ?Z>H%*>B='6':R)*LEGZ;7YJ M+KE_P(Y3_3.%.F'Q(]W+-X4^SE,\9_[X_'_Y[:I_IZ@4IZ)T=8=K(DJP!+KT MQ_1-%UZ= '-
G#F*Q'QKR=KN*^VQPDD4;7WTY5X^J7LCA<1CU='(UD^[XB:_K MSE5.S8LNYW=KFM]4OR1RHN.V;3\U5S&-^&5O' ^:LEZBUEB!RM26)7QN\G*A1F(M&T])38F
M:SO'6'8DZ5NH;3>K+IRX8ZD- >W[%N8N/\!NE.G[;X1-A+^0J-9L&KW9_90I M)D]3V&"UC+:M:C?A-1_A[IV59EJS6TUGK"I6T6K%H\W+\]-CUQ_N]/2"^&-5K;IR-CTJ2?
*>G_3LL5OA1[O%GU-]YBD=(:--3:O'/66 MWT96IH%^M_:KDZ?51TE;O*SMA]AZ?]EU6@_M^%D]-Y&R>7RS/%XO/P5=[I+V M[)V\7O7OY;=+/W9CYL6J[T>STSZI=R!BM9]
(IRCI63DB@LZX[7W.T.Q\3%>U'-DUNADK#E1'.3X*GEV5RI]U,?E2ZZ\3E6.CM6^H+;]HB:Z-T2KC=X6KNN&>C7=U5LF(MV"!R.]ST7Q)Y*A2Q<\<>R;E\2?
=N)^J2[YC<[Z/CF+0V/B;F]"ZJ-LN6Z['M M=(N$W'C;C&WAK\S/:+)&ZSDL3DH6_)1BMJIV57>-&Y=3'WXGY-.FG[DQ\VTZ M9VD :QGK7_(F-U7T;&H:3)9A^..4.I;CW$TJ*L:^Q)B]8U;?
=NRV19XIH5B MK4;F*HPR2(V54?;C9X.SU>S1IHWR;_)GU,_[GM\VDSZ)+3,COGI/.@G"8QDK M[-'JKX6W.5(8TE>F.XYW?$\A9=ZM5[$2*/$ZO,Y[N_=C$5R(JIV77EG;';V9
M,4;Y*^[KLDQ3)RK'1VK?4%M^T1-=&Z)5QN\+5W7#/1KN MZJV3$;! Y'>YZ+XD\E0I8N>./9-R^)/NW$_5)=\QN=]'QS%H;'Q-S>A=5&V7
M+==CVND7";CQMQC;PU^9GM%DC=9R6)R4+?DHQ6U4[*KO&CXFE15C7V),7K&K;[MV6R M+/%-"L5:CKV:--&^3?Y,^IG_<]OFTF?21):9D=\]])YT M$X3&,E?

9H]5?"VYRI#&DKTQW'.[XGD++O5]O8B11XG5YG/=W[L8BN1%5.RZ\ ML[8[>S)BC?)7W==DF*;0<]<"_A(]'O\ @0WK_7R$VZ7NS[L6J[T>SP?U0S^& MUU+?
HL6/K:XW&J[D>YI>]/LZ#9B;6F#ZXE_O<="'Y[<^?Z!XK-6EZRRZKI"/ MOJN7SKNH_P"!'F;_ $-CCKJ/#^KCI_%^CI@&!0:ZWK1OS4>V_P"&_AG_ $QD
MCOI_$^CAJ/#^K13]$9\Y]T%?I3<._P"N.--F7P[>S'B\2/=UU28I@ #3!]<2 M_P![CH0_/;GS_0/%9JTO6675=(1]]5R^==U'_ CS-_H;"74>']7'3^+]'3 M,"@ TB_7(?^=?]$P&O2_W?
3^635?V_7^$Z_51OG/_P#HL\K_ M .N'%ITU/A_5STWB?1TB# WM=;UHWYJ/;?\ #?PS_IC)'?3^)]'#4>']6BGZ M(SYS[H*_2FX=_P!<<:;,OAV]F/%XD>[KJDQ3
'%RY^U?):/SOS7I698Z/+Z M?RWR/J^5C=&Z)T>2U_<=8GY)5N]/NW:O1< M^@2]&3UF] O35U)[OK_*N0WGDC2K[]WLZ]ROEL5B';CJVU;!I>S-J8QE2PS'
MM9F==F18D=X6N[]D1O9$R9,V2EYK&VS7CPX[TBT[[L^OO7+T47]B7-_ZYLQ^ MS3Q\1D^3W\/C^9]ZY>BB_L2YO_7-F/V:/B,GR/A\?S/O7+T47]B7-_ZYLQ^S
M1\1D^1\/C^9]ZY>BB_L2YO\ US9C]FCXC)\CX?'\U)N@GT9G2WZ-W$\EX7ID MQ6Z8NCRQD=8RFWMW'<+FW236]1K9JIAUH26Z]=:+&0Y^Q[1K>_M%5JK^"<[Y
M+9.]Y.E,=R5;O3[NGMZ GYH3 MHI_,C>?KBY&)^;Q94,/A1[*@!O[%F9((WOC;-92ACI/9,[HLDBHU/-4.<1,SM'6729B(WGI#D/\ 77UM M\S^D ZC-VZAN:,W:LW\[>LTM*U!ER:?7>,=
@NVIM;T#4ZKTCBJXK"UK"^UE M1C)LA=?-;VXI;!_HC?5J).KCB'1NJ3K$Y V[C7BGD M;'UMGXSXGX\AH8[D3I0N6\AB[$= MIMFI[2/Q<,NHX9X:=7?%I^*.*_1L@X#U;3T.N&QD%#
(]+F:VRU"UB29K/_= M0];)VE;%%&KIXM6Y2UK#-=(^-9%]E4C3QO=V1&^%K>';Y?7](=^PQ>GZR_:^ M]R?0S_D+XXL=^3-ZW1V*^"76[&W_<254G\?[ZLOLX_9 MZ-/>]]YM.[-
J*4I,16-GJ_U7+YUW4?\ CS-_H;"W4>']7S3^+]'3 ,"@T' M/7 OX2/1[_@0WK_7R$VZ7NS[L6J[T>SP?U0S^&UU+?HL6/K:XW&J[D>YI>]/ MLZ#9B;0 !S!_68?
G>^>_S(X)^IW3RAI_"A/U'BS[+Y>I^?P;^L/_W:+_J' M,<=5WH]G;2]V?=L_]7FN9'<>D[J?U'$,]IEMJZ>.:M1SG&VRXRD MSV<+))G^*S::G9C7.7Z$5?(SUY6CW:+=V?9QGBHE.P=Z-
7=<9R'Z//H?V_%2 MP25\KTI<"Q6&5YO;Q4\OBN,];P^?QB3>%BR/Q.D3\H9M'A[&G#ZX/OU6CP?T7\7?#.UW:>5N3]^3'M9_P =70=0 MP.NKE_N^G\LFJ_M^O\,
(O5&_G(>;/T(N2/KXZ;#WJ?#CW_ (EXTWB3[?S#HHF% MN M M M M M M M #__4W^ M M M M M M M M M M M M U:/6Y/FWN$_TW>-_J'ZDS1IO$GV_F&;4^"O_ !+5H]7)^>8Z./\
MDA?^A5N<#3G*?I^[/@\6/K^SJ7$Y1 >N.5.0*O'.HWMS6RYLV2=[7O>=YF?2/*M8VK6L16L16(B/\ >.AT.D^S='CT&AQUQ:/# M2*TK6-HB(Z1_O^>LSSGG+Z!':@
/)M/VS+Z3L./V/"S+%;HRHKXG*OL+ MM1ZHEFA;8G]4K6H_DN^EJ]G-5'M:Y/\ W_| IC_J1_4W^DW]:Z+^N?Z4RSC^ MT]'D^]29GL\^&=HRZ?-6.]BS5^[:.M9X4_W4M'=R4GRM6>
<>4\ZSO69B:OZEL^.W+7,3LF*?WJ92JV=(U2N;W3R5%7^D#_37_% ^PO\ 5+^AOLW^O/Z=MO\ M9GVCIXR<,SO;%DC>N;!?;;_=,.6M\5]N4VK,UWK,3/\ @7^H/L/6?TY]LZC[M%U\?
\!&#)-=_*U>M;Q_C>LQ:/E.T\]WD9_[E& !SKO6Y/G(>$_P!"+C?Z M^.I,W:;PY]_XAAU/B1[?S+*;U.W_ 'R.N[\R.!/]/LF/N;OM672U3\O&M;!S*Y&LFB5^K34G>;^3+J;QM%/-
JO>AKX1S'/WI/NBO M2L5CIG"9D&>ECZXDR;;C;*\QR/C2\DS9UQ[M]7UQ^)R;E\2?=M*>J 9C4)>F3JYP% M.QCUWZASOJ>8V*JQ$3*,U#+[Q>>?5;\4> MFS1I=N&?7=M^F5J -
/;UJ_TAN TWAG7/1Z<>9^I>W_EC(Z_OW/5>C,V>34^, M=8R%78M(U;*^S6-(K\#W:M-3>>.>D,NIOM'9Q MUEH0&QB=GGIE_@W=/O\ @0XH_P!0\"2K=Z?=5KW8]F$7IM?FHNN7_
CE/],X M4]X?$CW>,WA3[.4SQG_OC\?_)[:I_IZ@4IZ)T=8=K(DJR6?IM?FHNN7_ CE M/],X4Z8?$CWO M4B:U*F(R-!JHO='.HX+\>/GUCDG9Z<&3ETGF]L]#7IGB,ZR.C9^:RL/
M+&:RL&"Z6LA ^[(_7M;YX9E,=S:M2W7FB=K4>@T\;>S>*GC^4[/["CO+MW7S M?%Q98OY>?T>]9>'%-//R^J)/37P+NO5%S]Q!T\<>0^UW'F'?
M_;7QM\-6M([NG;N=K6BM9M/2'&M9M:*QUEV(^" MN&M)Z=^&.+>">.*'Q;HO$FB:SH&L5G)'\(?B]Q5;%PW;\D;&-LY7).KNLVY MU3Q3VI9)'=W.55EVF;3-
IZRJ1$5B*QTA[7/CZUF_6E>D+*_]!&"YVU'$SY; M<.D7=Y=WR<-2K-=O+Q#O56EK/);ZE>O&^5&8?)T_#?AGI+/J*\5.*.L-"[H5ZK-EZ(NK?@KJBU>O/D+/%&[T\KG,)7F]A+LV
MD96M:UWD#5HYG21Q0S['I.8OTXI)/$R&:9DBM=X.R[+UXZS7U8Z6X+1;T=>? MA?F/C?J$XIT+FSB#:MX_:M0V3&N=[#(8K(1]T9/!(C+./R>/LLDK M7:<[8[-*Y#+!,QDL;V-
F3$UG:>JG$Q:-XZ/9Q\?0#5W]8;],IRAT"S*<%=) M&_ZW@NH/9KE[D'D^U;UK6-X=J/&,&/M8G6,'D\5LU/*8W'7][SUV2[_J0?#(
MZV%\7BCALL]OHP8HOO:W=9\^6:;17O)R^A@]+_Z5_P!(#U]\6\(;YR]K6*VSD7FN/&<.<686Q!H&JX6:.O#\;8O5JN2H_'N\93#8M)*\K)F?#O$U4* MJG3+BQTI-
HCFYXLN2]XK/1O1&-L<]/UL/I&RW&_6!QYU>8;$2+H_4CHF+U3: MLQ!7:L5?ESB?'P8#V&3L1)VA?FN,F81**3=GSIBK?@5S8'(S=IK;UX?.&'4U MVM%O*6+OJXWI&=8Z&^L7*
<<\N[#4UG@;JIQV T/:=CRDS*N%TGDC W[LO%FY MYV],Y(,9KB3Y[)8C(6)/9UZL>79.]#S@R12VT]V73,:Y MKVM>QS7L>U',>U4E@SY..VT=V'O#U4CH_R?*O6?N?5IG,5+]@G2_I.
M4Q6MY2:&5M>]S!RMB[VK4*=1\D"U+S<'QS8SL]QK'^UJ37,>]6HDS7)\U-MJ M4L7?5 MQO2,ZQT-]8N4XYY=V&IK/ W53CL!H>T['E)F5<+I/)&!OW9>+-SSMZ9R08S7
M$GSV2Q&0L2>SKU8\NRY9DCKTY')]SX^.N\=Z'G!DBEMI[LNF8US7M:]CFO8] MJ.8]JHYKFN3NUS7)W1S7(O=%3WF!0?Z ,V#%V([&$WCE?8;5%>2=IQ-
NM*Z#+8#$LP=#"X^=4_?I\?!?7>>]+!GR<=MH[L/>'JI'1_D^5>L_<^K3.8J7[!.E_24.B$86YH.>N!?PD>CW_AO7^OD)MTO=GW8M5WH]G@_JAG\-KJ6_18L?6UQ MN-5W(]S2]Z?
9T&S$VM,'UQ+_ 'N.A#\]N?/] \5FK2]99=5TA'WU7+YUW4?\ M"/,W^AL<==1X?U<=/XOT=, P*#76]:-^:CVW_#?PS_IC)'?3^)]'#4>']6BG
MZ(SYS[H*_2FX=_UQQILR^';V8\7B1[NNJ3%, :8/KB7^]QT(?GMSY_H'BLU M:7K++JND(^^JY?.NZC_@1YF_T-CCKJ/#^KCI_%^CI@&!0 :1?KD/\ MSKF_Y+S_ *)@-
>E_N^G\LFJ_M^O\)U^JC?.?Y_| 19Y7_P!<.+3IJ?#^KGIO M^CI&!O:ZWK1OS4>V_X;^&?],9([Z?Q/HX:CP_JT4_1&?.?=!7Z4W#O^N.- M-F7P[>S'B\2/=UU28I@ #EZ^L7](F5Z7?
28TS'.H8+<6./6.2?GKPY)GRG MFM!ZJ3Z136:6$W/T<_)N;@Q>>L9_-,[IN>J<J^36J M(B9G:.KY,Q$;ST:-F\^M]\P5=VW&MQWTF<697C^MM.P0:-D]FW#CRZA MN6.K'HWX.ZD.:.-
|+Q+NO,FMW-VBT3 W=RB:!E&7,JB7)5VO28 MJ&71%1$8R\UOO13-DK%;S6.<0TX[3:D6GE,LT3P]N,+U,_PD.H+_ WR5;O3[NGMZ GYH3HI_,C>?
KBY&)^;Q94,/A1[/8GIIF9!_HJ>NE,8 MVXZRG NROD2BDSITQ[+./?EG/2OWD^!LQ39EL*OR$KH]7_(\1\Q>)'N^YO#G MVGO@G.\?6,?;T/,\.<99/2[.*1$QDVJ7M+PMC7Y,>U.R
M,INQ4D7LV]D\+.R?02K;\4[]=U:NW#&W39[F/CZ_,S6:P^MX;+;%L.4Q^#P& M QE_-9S-9:W!0Q>(P^*JRWLGE,E?M/BK4L?CZ4#Y9II'-CCC8KG*B(JH'*%] M-
!UYP>D+Z\^3.8=8MRV.(M-K4^'^#?:Q2P.L\::3=RDD.QOAF;%-&[>=HR^3 MSC&2QQSUZV1BKR-\4"E+%3@IM/5-RW[2^\=&9OJN7SKNH_X$>9O]#8X\:CP_ MJ]:?Q?
HZ8!@4&@YZX%_"1Z/?\"&]?Z^0FW2]V?=BU7>CV>#^J&?PVNI;]%BQ M];7&XU74-/X4)^H\6?9?+U/S M^#?UA_X;M%_U#F..J[T>SMI>[/NW!C*U./\
>DKZ4LGT4=*MNP[II7.OY_C[;\G=NS0(K97XC*1N@C=#0MOBS:FFT\<=):M-?>.SGK'1M\ M&5J /@M6JU*M8N7+$$%2G4@EM6[=J6.O6JUJ\;I9[%B>5S(H8(8F*Y[W\ M5541*55
.6?Z>[T@N!](#UW;#GN-,LW,<$\'X*+AKB++5I7NQVW5L1D\AD]QY%I MQ+))"M;;]KR$$S*,[/"MK"4,?(]K)%/J>Y%&;PI?,'BPZLI.4@ TB_7(?\ G7-_R7G_$3 M:]+_ '?3^635?
V_7^&$7]C?SD/-GZ$7)'U\=-A[U/AQ[_P 2\;;Q)]OYAT43 M"W M M M M M M M M !__U=_@ M M M M M M M M M M M M M -6CUN3YM[A/]-WC?ZA^I,T;:Q)]OYAFU/AQ[_P 2U:/5R?GF.CC_
M)(7_H5;G TY_"GZ?NSX/%CZ_LZEQ.40 $Y>IK;WY_?EP,,BNQVI5FT M6-1RK&_)W&16\E,B+V1',18H%\O? OT*?A?_ +[]_P!3&VJSUIFU63;RF-\6GGEUP3,3,2_V3_HC_3U?
LG^D_P#@:Y(V MUGVA>;S/G&.DS3'7VG[UX^5X]&.)_A=_V4 S+Z3=O>RWG](LR=X9X MDV#%-%8:>4A9W]ZSPO@D1J=NR1/7Z5[?J9_P;;_ -3K;3Z3^J M,%?]TI;X?+\ZSQ7Q3/\
UK,7K,^?%6/)FZ?K8_S" #G7>MR?.0\)_H1<; M_7QU)F[3>'/O_$,.I\2/;^980>A>]+AKWHHMFY^V#8.#\SS4SFK!7%VFW/;9XQ98Q MS.\;[KY??B7"Y"&[?K\P/\ 16U32
M=)QV3+:FTQ]V-OU:MVV[=RWU$\J9+: M]OS6[\QKR>A[V#H&XXV'J.ZB<+%C>J;F_7JN#KZE M,ZO8M<++\4NNU.>&O=
MANP8N".*W>ELL&=H:$WK5/HZ=PUCFC$>D1XXUN]E^-^3,'J^C]0%O&5YKCM* MY)U:E5U72]OSJ1-7XNUG=].J8S#Q3^'X/!E,2C)I6S9&K&_;ILD3'9SU\F+4 MXYB>TCI/5KJ=
'I!NH/TM:K-EI7ZLL-VC-XO9R>SDGBE[WI7)&UG"E[8[;U;CO%?K>_2-D] M=J3P:E['\5V>,N4M=6RU&(]]3,;;N?#^2;!(OB\CH.:R<$E:ES%SS>P.9S6O MQS,DB?:PW$VM2YK6'YR#Q-
EKV,AG,C1CD;VFH6&*J'NNF\[S^3S?4^5(0/Z! M.AOJ[%]+AU/;_ +'MVR;EE-8Q$6Q\Y*MW?>0 M,E36GC:SGJL,"36_9.K4I&':]ZXJ][1](<:4MEM^\I0G1R=GGIE_@W=/O^!#B MC_4/
DJW>GW5:]V/9A%Z;7YJ+KE_P(Y3_3.%/>'Q(]WC-X4^SE,\9_[X_'_Y M[I:I_IZ@4IZ)T=8=K(DJR6?IM?FHNN7_ CE/],X4Z8?$CWT2T-;Y,T5-DV[+X/7<)5RF';4S7M+-J%LUS7:T/C;
[1>_;#DC M';GW9<V5<-M. MN7YL7G<.FPZ?E\]K63GQ>2K203/IW+$39HW,\7B:J)0B8F-XZ)\Q,3M/5MV^ MJ6]#Z[-R/R]U\;GB/%B.-:MOA3A6:W6?X)MZV?
&UKO)FSX^5\;$9/KFE7JN) MCDC<]DK-@MLF/1J>F7ZN?1F9 M*UA.,\KCN1N#BYU.Z MK6+=J6EAA6/UDQ5R=>OJ^8\ML?3N^C:JX\]J;UZ+
<3NPWZM/6ZMCSVLY36.BOIOET3.9")\%7E?G?+XO8E89OO6GUM+I5>@D]$TOHTNGS*[!RI#BKW53SI'BLMRM8Q\U?)4^/M> MQS99M8XEPN7@=)7R'Q,^W);S-
NLOP>YE9ECC?8K4ZEA^#-E[2W+NPWX<79UY M]Z5VCB[,-NOCHIXO]('TO](L=JLDL*7\;/9IOD9'8>Y/5+S2W%#Q>D7KPRY376QT1=0'0)SEL M7!'4%J<^$SF,GGL:QM-
&*W/I/).K^U\./W+0\[/6KQ9G!WXG-\;?"RU1G5U: MW%!9CDA92I>MXWJG7I:D\-E@?1P>LF=5_1'I>M\+B8"FQ*]' ZYR)'C=AKY?6L377M6H9?&W)88HXJU:Y4K1LC;RR8*WG
M>.4NN//:D<,\ZKL_?>O1;\1)83IDZH/LF]DY78CMQ0F"2=*;7LC38OL_7(.B M=D%=$K_BM%2%$E*N584X_"W]8V=OBJ>D[H5^D7]93ZMNM+4L]P_PWK5'I/X
M6V."?';+7U+9[^SEAL=2GDC?)6L7+59 M[XW=L>GK3G/.7')J+7Y1RA'OHFZ'^H+K]YQU_@GI[U&SG,WD):]K:MJN07(= M(XTU59VQ7]TW_/05K6P-
%JJC$[/M7K*LJU(I[4L4+^M[UI&]G*E+7GAJZL M70-T3<6^CZZ7^/.F?BEJW:&K5IW M R*K7=+/\7XRM5I,D?'68]S;WF]N*5&E(I7AAF4>7MAMU\=%/%_I ^E[D7IF
MY4\=#'[95AR>H[?4JQV\OQYR'A$EL:AO.'ADD@6:?#WI%CM5DEA2_C9[--\C M([#W)ZI>:6XH>+TB]>&7*:ZV.B+J Z!.+,X._$YOC;X66J,ZNK6XH+,63!6\
[QREUQY[4CAGG5=G[[UZ+?B)+" M=,G5!]DWLG*[$=N*$P23I3:]D:;%]GZY!T3L@KHE?\5HJ0HDOA5RK"G'X6_K M&SM\53TG="OTB_K*?5MUI:EGN'^VQP3X[9:^I;/?
V;EK=,/-^]V, M/G.2?B_7(L'@,E$Q/;TL-CJ4\D;Y*UBY:K/?&[MCT]:HVM(WLY4I:\|-75BZ!NB;BWT?72_QYTS\4M6[0U:M M+E=QW"U4BIY?D;D7-,@EV[>\U%').L5G+VX&15:
[I9_B_&5]M)DCXZS%6;>\ MWMQ2HTI%*\,,RCR]M!SUP+^$CT>_X$-Z_P!?(3;I>[/NQ:KO1[/!_5#/X;74 MM^BQ8^MKC<:KN1[FE[T^SH-F)M:8/KB7^]QT(?
GMSY_H'BLU:7K++JND(^^J MY?.NZC_@1YF_T-CCKJ/#^KCI_%^CI@&!0:ZWK1OS4>V_X;^&?],9([Z?Q/HX M:CP_JT4_1&?.?=!7Z4W#O^N.--F7P[>S'B\2/=UU28I@ #3!]
<2_WN.A#\]N M?/] 0/%9JTO6675=(1]]5R^==U'_ (\S?Z&Q0UU'A_7!/X;T)]+ M]+GH$>QDI@/^.!5^+>]Q.]Y8A4<@_]P!2.C\MJQ^%ZS2CY=OI)I+ZK6G]]Q8PSNC
ML%2>YDN2,=EY5E\/C6%8V.5?!W7?BQ4[.)M$3,L&7+?M)BLS$0V:?5L;O5QR MET?[IU1=6//G,/,MCF[?I\5P_C.3]USNUT=>X[XQER>NY+8L'!E[$C:%[;]\
MM96K:*.1]?!U7M=\MS4SY^&+<-8B-FC!Q37BM.^[8P.#N &D7ZY#_ ,ZY M!O^(\J@Y_E6?+;#;=RG^L?9]B"_/,!G9U;\/7=O+5FV2!\M\EU__PNW2L\]
MZ1!@;VNMZT;\U'MO\-^&?[1AZ^I(N&_;Q2*K2VT5-VFZC*59.&CG8Q/IO?%%7 M-2N)+Z_ZD*IY=_4&3/=X9V)O5[_ /^G(>>>O]G@+6WHZPNA!K(&+*&L]8EJ
MPFIQ0Y+4=ALP137HM&Y$J4H:>36%LCJL\-2^D-A]%E>7IBR3CMOY>;EEQQDK MM_=Y.7)R3QGSST@\X9+1>0]?W?@_G;A_::5IU:=]W7-KU78L/:@R>!V37^."_B.,QC=*Y)N4:
[$:RSM.F7Z"Z5MV<>GR76:EK76/ M:UJR1R2J^5^>^FB>=)V:*:F8Y7C=2?9?6[^A*KA'3Z=TZ=6N=V-(N[,5LN&X M=U/".G]BJ^S=L&+Y*8,5CNGSINGM06[W$.EYRYGY>Y
FAN8^CNMC$S4;[^&](R4;ZTUW:-DKSL;D+%5_;!XR5U MB1[;$E&&RRY8QQM'?,6**Q.*QU>*GC M\9C,=6BJ4,?1J0-9!5ITZL+(XHV-1C&-1J(B(B$Y1?H <87J9_A(=07^&[E?
M_7S/%6O=CV2K=Z?=T]O0$_-"=%/YD;S]<7(Q/S>+*AA*/94;E;C34N:.+^1 M^'M^HR9/1N5=$VWCC<<=%+\'FNZONV!OZWGJL%CP2+7GFQ>2E:R1&JL;U1R)
MW0YQ.T[QUATF(F-IZ2Y!?7#T:\N]!G4ER'TXR4(/$K62?/2MLGIS^UGC93I>+UXH3+TFEN&5A_1 M5>L6MXG7-AM8[,XS9 M=5ALVI9*V*OPPPKK*-9-_
WEDP1>>*.5G7'GM2.&>=5\[_K=O03'K\M MG%]/75Y5,2]R=_ZFO;SX_"W M]8V=OBJ>D[M<7TH7K!/5'Z136LGPSK6OX_IQZ:\I+7?G..-6SUG8]NY";3F9 M/6@Y(Y"DQV!?
E,%%:A;.S$8^ACZ*R>'X7|-=%!)'WQX*TG>>=G#)GMDY=*L- M^7_1MCLX@ZY.7X:1Y0\3CF,<7GSEGUZKE\Z[J/^!'F M;_0V..>H\/ZO>G\7Z.F 8%!H.>N!?PD>CW_
AO7^OD)MTO=GW8M5WH]G@_JA MG\-KJ6_18L?6UQ_[J6_MZ-$_M*_Z2?_A_K/]L MJ/%GV_F%V|3 @2 ^36=1F7>!31;>!9[HR=/S2$RUP@C2$7>G:W,1.Y>>1E&K?
[1?]0YCCJN]'S[J<:7NS[O. M^<GHF7O^SDFU_4_AC^.$,;`6L+\%(H\^[J=G'&C%=*B>T%+=:G*]2R!^<(B60/-=?*)5V]J?8%W2<H:[[:_[%&>H%<%<8>*I<,+G8
%QQQ5[T.R^LZK@]-ZZ^!"+.MX[8MC9 V***UGN)M MELZUJR9R=C726;6/SN.I2R+VBH0-,M]-YTG\VJFI\KQ^2BNS^MG>C?Q6$FNZ MYQKU7[7FE;X:>#;Q_P ^&.W*UST5L3V^)
M6\XTV3SV=/B<>WFUN_2=^L5=4?7KK>=X7XNPC>F+ITST5C';+K&L[#9S/)') M6(G:D,^)W[?HJF';!J]^%JI/A<54J5[$4TE>]/D(%:U-&/!6G.>=F?)GM?E' M*J<'W.GG?$^C_P
]Z0W=<'?U#B*QR=HO&W&%7*4709'D>+94V=,_O6/BFDCG MK:3KM_!5\?!;6)8\G>NN; Y6U)E7WVE>/LXZO'9VX..>C(/T!/SO713^>^\? M4]R*>E_N^ MG\LFJ_M^O\,
(O5&_G(>;/T(N2/KXZ;#WJ?#CW_B7C3>)/M_,.BB86X M M M M M M M / 6 MW^ M M M M M M M M M M M M :0'K!'IK.MSIHZT+O2CTLBYO:MDQ.L:CL.U[UM>[X%FUJLN2V["
[!!B=9P^#S%*O#4JP0327([$LT MTL;H(X=>#%2U.*W.63/EO6_#7E"#/W?;TO7Y:V[_.0_#W]'1V['%Z.';9?4 M^[[>EZ_+6W?_"'X>_HZ'8XO0[;+ZGW?;TO7Y:V[_P"0_#W]'0['%Z.';9?4^
M[[>EZ_+6W?|_R'X>_HZ'8XO0[;+ZGW?;TO7Y:V[_ .0_#W]'0['%Z.';9?4^[M[>EZ_+6W?_ (?A[^CH=CB]#MLOJ?=]O2]?EK;O_1T.QQ>AVV7U/N^WI>
MORUMW_R'X>_HZ'8XO0[;+ZGW?;TO7Y:V[_Y#\/?T=#L<7H=ME]3[OMZ7K\M; M=_\ (?A[^CH=CB]#MLOJ?=]O2]?EK;O_)#\/?T=#L<7H=ME]3[OMZ7K\M;= M_P#(?
A[^CH=CB]#MLOJ?=]O2]?EK;O\ Y#\/?T=#L<7H=ME]3[OMZ7K\M;=_ M\A^'OZ.AV.+T.VR^I]WV]+U^6MN_^0_#W]'0['%Z';9?4^][>EZ_+6W?_P ?A M[^CH=CB]#MLOJ?=]O2]?
EK;O_D/P]_1T.QQ>AVV7U/N^WI>ORUMW_P A^'OZ M.AV.+T.VR^I]WV]+U^6MN_\ | D/P]_1T.QQ>AVV7U/N^WI>ORUMW__,A^'OZ.
MAV.+T.VR^I]WV]+U^6MN_P#D/P]_1T.QQ>AVV7U/N^WI>ORUMW_R'X>_HZ'8 MXO0[;+ZL;NJ+TG/7;:^&E$6^&Y+*OG;&6G:_^<:[J/W>L'BQ]?
V=2XG*(".>S91^;V//YB1_ MC?E%>ZIX$23LGGV1#^77^OOZ@R_U9_77VS_ %1GMQY? MM'[5U6IF=]XGML]\D;W_ M %I2M?SY<_F_#/\ R*F >V>#?9[,K4LX_ MPN1._=$?
8:Y/H1S47Z.Z?Z2_WR)]OY?Z=_WT;_2VKQS,5SZZVEM'/:U=7ARZ M;:8CKM;)6T;\HM6L\MMMX_P# ?ZI:*NO_ *"^TL5HYTPQDCY3BO7)^U9CVF85 M//Z)G^$:ZWIH/\
=8?:)^P[A#6^&_L1^T5]L_XQ^Q[? M.2MV^R/X_P#MR<>?_AGVP @OP/X%%+[/X'[3V0[XLW9UX=M^;AEP]I; MBWVY):?>;W_71G_F$/\ [:?.GQ7^/Z_ OT_WI]YO?]=&?/\
^80_^VGQ M\5_C^O\ O#X7_+]/Z>;W_71G_F$/\ [Q?Z'[ZH#W6O0%'RBAER>/$N,R;)>6.N/D7=<,CU5]#CSA36N,,FZ/]Y\+&9;9.0.7:K'IX9.[EI.1?$WY M*>%?'\G53Y0^QI8\Y;
G1%Z(WH.]'ZZ+,< |,4'\D)6=6L\S7;C?+>_>GD[4Q4IW8YJ5G-T M/P-JU36-ZUK.Z9NNNX/;M1VC%7<%LNK[+BJ.=9V2BROJB77I#EH8<'U#=(F1P3IVML9+*
[!S+ALM%6^$N:Z6'"U.&\ M[3L3I31)$C=D(VK*JQ^-&I[1>OQ5/27+X6_K&S-'IG]4(Q6/SF.SG5WU5KL. M$IV8IKO'G
FK3X=V79$OM%@GY,WA9[-.G,]J1RQPZXV=\3G>SL0O\+V^+:K\ M,/==+^*>3;FZ=.F/@?I,XIPO"?3SQGK?&/&V#;(^' X*L]\F3OV(XX[V;V3+
MWI;>9VG8W5IK6*QM7E#5Q^_.F_P#+ M#YN_R%T/_F<:?BK>D,_PM?66VMQYI];CS0-&T"EUOR4<^F'[M-?M=?;HTBUIOV;_8Y]EWV-?";E*W\9?8U\?:Q|<>#X'X?
8_&%7OXN_C3MV7[M2W!:+>CY>O'6:^K5,UGU/?['=DU_8/NB/PSXBS>*S/P3]R3\'^%?%E^O=^#? M"/W34_L/;^P|/C\#_#W[^%>W9=,ZK>.[^O\ O&:-+M._%^G^];K)D:V+/6UT
MT_NQNE'G/IA^S7[77VZ-(M:;]F_V.PFY2M_&7V-?'VL?2"@^!^'V/Q MA5[^+OXT]E]4MP6BWH\WKOA6:[U:I.V^QWE!UW3[W^QW9-?V'^KWC>P?PL>Y%WDHC\,^(LWBS8>*FFW8#5Y-
;XIQMSPO9F>6MS=]CVA5EJ* MYC[]/&9BXF3OPL5'KC*%ER*WPJY/>.G'>*^3QDOP4FWFY(>)Q>Z[G=U52 MGRB/DFF3 LHRW..]+IINV8HQHV/9^2L\^3/\B;+
M[5S&6)X,IMV2MK5]JKGP46P0(O@B8B3+VX[393I7@K%69AX>P !X]MFI:KON MLYW2]XUO!;AI^SXRWA=DU;9\30SNO9_#WXG07<7F<-DX+./R6/MPN5LD,T;X MWM7LJ*
(G;G'4F(GE/1J]]8/JI/1YS1FDV.-(7::ZFTCF?"% M1K6M5'.5RHWI&JIYQ+E.EOY3#WEP_P"I]\J6\S!-S[UC&=U')-C5$[PO[KV^3JH_MAZC2Y$SYS:ECT:R.:4F@YE
F^<>3;M3;>5,C3D;(RQ0Q^4CQV+PFG8JT MR16SU<'0QL5MC6?"O;N8UZ9[Y;Y.O1HIBIC[O53LYN@ QQZG^D;IPZS>-[7
M$_4SQ+JO*^ES/DLT:V=KSU\UKF2DC2)AM&G9SV2>S6YC+E6P^)71 M/J_/Z;4FGEEK:!SIJ M%;QJ\C:79UK(5*-!.\<,4^ R%B1BM]I95[7/DT5U4_W0S6TL?VS M^; Q/5$^OOXX=
[J"Z/TU]&_(R:;-S0N8<[X.URH[!KPHVDQOPM59W3(N_>T M1_;Q+[-.GQ5/2=WCX6_K&S/7IL]4(T/$9*EF^K/JMSNZTX9626>/^#=0@TVI M/[%RN2.UR-N-K8\C;IW.Z-
DB@P%"=C47P6/$Y'1\[:J?[8>ZZ6/[I_)M9],' M23TY=&?&E3B3IGXGU?BC2*\K;=RG@H+%C+[%E$B2%=[3O+36M:1M6-H9&'EZ &./4_P!(W3AUF\;V
MN)^IGB75F>5]+F?)9HUL[7GAK>4+.Y&GEA:ES%SS4>P=9%!*7MZMB4,Q_R%*NXCSTFG9KUP],\5#/[5_A+ML M_'SD,I-'C0+/I&YSB1&PIL[>I5Y8&7&K>O7O$#]SD9
M4*VY58$L2>T]C5Y&TNSK60]4:"=XX8I\!D+$C%;[2RKVN?)HJ=2E8=;[I5%7:#/NE]_I+BR>=7F$LR0[+E %Q-<>TH<0*CU:N/J1PMOC/.J$?4:_&5I>)FG'3:_ZZ2<6C_'
|&ZA!IM M2?V+E)R.CYVU4_P!L/==+'|T_DVL^ MF#I)Z5MNY3P4%BQE]BRB0B5)=[W>.QRXI5N;ES8WK<>,N.M[>R/A.Y:N?+?RB<%GO#;5M>JIMKA/#@N;P_O@8YVDBGVD4C+H/"?JIV
MUO:?CKXW^V_R)|8=OL>]A|&^"P?U;Q^U^3X'?SF>6^[EEQ=I$1OMLP^]%SZNQ M]S7ZKL1U/?NP?MT?%6D;GIOV$?N?OM=>W^RZG6J?&7V2_;NWOV7Q>/_!'NNV
M]WM>_;QL[=U]Y,_:5X=MOJ|8|'9VXM]_HV8#.T,#?2/=!VI>D=Z9LITS[KON MQ<;X/*;AJ6X2;-JV-QF5RT5G4K=BW7ILJ99S::P6W6%1[E7Q-1/(|X[SCMQ0
M\9*1DKPRC)TN^]JZ\"]+O47PIU%X'JDY=VG-<*;O:IE: M^5KXV_:IRK;KU;6<>^T;[N63%&2(B9VV8K>CA]7MX<]'%U,XOJ8TKJ&Y,Y
M(SF+T_;=/CUG:=7U;$XF6MMM2O4L7'V\3(ZXD]1M=%8U$+\E7S/S6/63:2+0O+E8&N7(M)[9O8RS/&P^P:Q?-FJ5QB54^&L!>;/PGW]U9W)/O%T@)];[_D&J*L9=
J)W8CU=K3PQ,^D..]I.J#([SRIN$<,N0N.;[5\%-Z)L-B]6UK$U<=+F+[6OD M\>5SEJ&2Y;D5SG2VIY'NLJE8BM8K'2'N0^/H1%%AZ&%_M[K7^YR_Z[Z>OV6_!1
Q0XW^(?B'[6_| UN_"OAO_M #A]C^^]L67LM^6^[CEQ=KMSVV8Z^BC]7Q^YA]3^0ZD/W7/V[_AW%FV<:?89 M]H3[6OLOLGS&K97XZ^R+

[=._^/X#]C7L_@WP%/:^W\7M6>#L_P"Y,_:5X=MO MJ^8L'9VXM]^7HV1#@[L#?2/=!VI>D=Z9LITS[KONQ<;X/*;AJ6X2;-JV-QF5 MRT5G4K=BW7ILJ99S::P6W6%1[E7Q-
1/(]X[SCMQ0\9*1DKPRC)TN^JZ\"]+O M47PIU%X'JDY=VG-<*;O:IE:^5KXV_:IRK;KU; M?SF%IR4M0Y.UV=-:Y4TF"6S\+DKZYN52&6PN,DL*Z1^.O17<7)(]9'UG2=G) M[IDM2?
NR\7QUO'WH:K?.7J?FTQ96[=Z:NL77[V#GG5V/UKG+0O*QD' MQ[-U$=(V(Q268&QW,%GN9-BR#JCIE;9G?C,AP]JU>.S%7[/9$EMS9'KX%D8B M>-?
7Q5/27GX6_G,*K])'JF'3!QCF,9MG5GS3N'4E=H3UKC>/-3Q#^(N-9Y(I M7/EH[%]E/%XC&PUZ=2)99'2/\+$6 M25[GN57N>K1$1$;1T>9'Q] -,+DWU1#[8O)'(/(/W0CXG^SO=]KW
M+XH_OYOXM^'_NEJ/P[X#\.]E[;V,/M?!XO SOX4UQJMHVX?U_MWC).EWG?B_3_'K9[Z!.D_| <-](7"G2G]GWVT/M/83.X;[//L6^PK[(OCK< M=CVSX3]B_P!D>V_%'P;
[(/@_@^,;7C]CX_$WQ>!N:]N.TV]6FE>"L5]&81Y> MF$_6[Z/3I2](5QY6X]ZFN-JVT)AG6Y],WC"VG:]R1Q_?NQMCLW-/V^I&^W3B MLK'&^Q0LLMXJZ^&);-6;V4?A]TO:D[U>+TK>-
K0U.>;O4_-W@S%NWTX=8NJY M37[$[WTSPHK_LZJGE$O,:6_G,+J= WJR'1KTG;)A.3N==AR M?5YRC@;-7(X6KN>MT-7X;P&4JN9/!?K\7Q9'8I-FOU+'=&NS>3OT'(UDC:,4
MK4>G*^HO;E'*':FGI7G;G*EWI0O1LZ)Z4#@'3> =ZY%V;BO#Z7R[@.6Z6P:? MA\/E\E8NX'2]^TN+!OK9A658<=9J[Y).]S%\:258T1.RKVYX\DX[<4<^3IDQ MQDKPSRYL$?
1P^KV\.>CBZF<7U,:5U#)D=<2>HVNBL:B>%RKYGO)GG)7AF'C'@C';BW;"AP=T3/2H^A-XN]*AO M_%6_[_S;OW%5SBK3\SI^/Q^GZ]KN9K96MFR6&>&5G@:UGR5;Y
MKYG;'FG'Q;[N.3#&28F9V?C>BU]!KQ3Z+;E_D+E_0>=.0>4\ER%QL_C:YA M]OUS6\-1QU%^SX#9UR5:?#2/GEM)/@&1>!_R/!(Y?>B#)FG)&TQL8\,8YWB= MUS#B[_#72]
(7ZNKPOZ0GJFW;JEW+J,Y/X\S^[8?2\/:U76=5U3*8>C'IFJ8 MK5*LU>YE96W9'W:^*;+(CD[->]43R1#O3/-*\,0X9,$9+<4RS:]%=Z*[0/17
MZ!RKH&@^*:":)_C2>1XR9)R3$S&VSUCQQCB8B=]U4SFZ@$9_2+^@RZ)O2+7;V^[9@,CPYS[9@ M8Q_-_%$.-QN;V&6"&*"HG)&MVZLFO\@QUX((XDLV&5\PVO$R&._'"QL:=<>:
M^/E'.KEDPTR2.K/M-G?>*]KGA^4L, M\VO1ZKOVO5O$UO9[$SLBL)S=$:FGG$LTZ:_E,3#TYIWJIOI/MCOPU M]@RO33Q_2=8;'8R.Q\J9_*-BK)&Z62S#5TS0-HGG=\CV;&.]FKI7-
\2LC\4C M?4ZG'\WR--DGT7;Z$/56>F3@C.8?D3J_WZ?JIW#%6J^1Q_'%'!RZ;PA0M5Y& MRQQ[#C)K^3V;DJ.*>)KT9;GQF,G8YT-K'6&>:\;ZFUN5>4.U--6.=^<_HM%Z M2;T?N"]
()T:Y[I"Q^\8[@W&WLQQYE-;VO'\?P;EC].@X^S=#(5,;BM)J;5H5 M5*MC#U),=$V.]!'5AF[M8Y&HQ>.._!?BZNN2G'3AZ(N] GJQO[ASJ]X4ZJ_W M;GVT/M/9S.9G[_W-GV%?
9%\=:=L6I_!OLH^W[MOQ1\&^/\ X1X_BZUX_8^# MPM\7C;VOJ..LUVZ_/_>.5-/P6BV^^WR;69F:0 TB_7(? M^=?]$P&O2_W?3^635?V_7^&$7JC?SD/-GZ$7)'U\=-A[U/AQ[_Q+QIO
M$GV_F'11,+< M M M M M M M '_U]_@ M M M M M M M M M M ',']9A^=[Y[M_,C@GZG=/*&G*$_4>+/LH1Z +T,_1+Z1'HXY*YKZDL'R+D]YU?J8W'BW%3Z MCR!?U3&LU/"<6\-
;91AGQU6I8CFO-S&[WW.F54BB_L2YO_%S9C]FG'XC)\G;X?'\S[UR]%%_8ES?^N;,? MLT?$9/D?#X_F?>N7HHO[$N;_-BB_L2YO_7-F/V:/B,GR/A\?S/O7+T47]B7-_P"N;,?LT?$9 M/D?
#X_F?>N7HHO[$N;_US9C]FCXC)\CX?'\S[UR]%%_8ES?^N;,?LT?$9/D? M#X_F?>N7HHO[$N;_-BB_L2YO_7-F/V:/B,GR/A\?S/O7+T47]B7-_P"N;,?LT?$9/D?#X_F?
M>N7HHO[$N;_US9C]FCXC)\CX?'\S[UR]%%_8ES?^N;,?LT?$9/D?#X_F?>N7 MHHO[$N;_-9=LO0P8ZU4KQPWG9C2*#FS(JN;&U[>W9Z]NV'+?);:V
MVVSCFQ4QUWKUW3!]7)^>8Z./^2%_Z%6YP.F?PI^G[N>#Q8^O[.I<3E$ M !%N6-\,LD,B=I(I'QO1%1>SV.5KD[IW1>RH?RFZC!ETNHR:7-&V;'>U;1UV
MM69B8WCE/.'Z68[UR4KDIW+1$Q[3SA\9Q>@ #V%Q/&^7DS1&L]IXDV MC#R+[-$5W@AN12R=T5KOWM8V+XU[>3>_FGO3_MG^^;L&74?Z^_T?CQV_*?
N\-9XYVY4XIWK,;Q_P"1_K^]:?T3]JVMMM\#FCGZS28C MTY[S&WSVZ])K,?TF/S_#G]^M@=<+. M3NH/C3H@TO+MLZET\X^+D/E2.I8CDK7.9-ZQ/_3OXFU&UKT^$:)QS=;(Q[7H
MJ2[)9AD8CH45=NFIM6;SUEBU-][<$=(>@?5>NAY>HKK?N]2>WX9]OC'I"Q57 M:Z$MF%_Q?E>:]J9>QO&]!KG)&VP_5Z=7)9]RQ/5U6[CZ'M&^"=J.]:B_#3AC
MK+SIZ<5^*>D.D$8&\ M -?KUF3J#;PAZ+#D?5*=QU38NHS?= X/P[H'I*9C[61L=LO\#5?3O3X^?Q,?[-7=]3 M?:G#'67#34WOQ3TAT23"W M &D7ZY#_SKF_Y+S_HF UZ7^[Z?RR:
MK^WZ_P ,(O5&_G(>;/T(N2/KXZ;#WJ?#CW_B7C3>)/M_,.BB86X M M M M M M M /_T-_@ M M M M M M M M M M M ',']9A^=[Y[_,C@GZG=/*&G*$_4>+/ MLV8?
5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I-_J'ZDS1IO$GV_F&;4^"O_$M6CU5L#)K?(NWXI[59&W-6[M5. MW9/@.4?\9T41?-'>&K;8U5_KD7W>Y/YL_P#?1O\ 1V;^A/\ 7'^I_P"G\Z6E+
M?];XH[._YVI,^TQ[SZ]/^)O_%P ![^Z:_,\H8^ZL?CK:[1R&7L* MJ?(21U=V.IHJ^7[XEJ]\V1J>]?9JON13_&?_+X,_HS+_5'^^@]%]K6IQ:#[M#T>IUN29[O%..=+AC?\ %&745R5B.
<]G,[36MMO^2_ZU?:U?LW^ALVFB=L^L MRX\5?7;B[2_TX:369_RCSF%*C]Z7^*P M!Z"ZINH;2ND[ITYEZC^0I?#J?#N@Y[=+U5LB0V,U=Q]568'6*$BM>QN5VO8)
MZN,J>)/!*MQ^)4;W5/5:S:T5CK+S:T5K-IZ0X\',_+>[<]\M\ET9:UE[L=2.1\BU<=4DM>QJP-7V=>M&R)B(QC42G$16 M-HZ0ES,VG>>LNI?Z$CH>9T'^CYX?X[SN(;C.6N1J:ICAS
M4N9,+IF1OY?5\7M\=^>CALIDZT-.]?K5Z=ZG&ZU-4@;'XWH]S&>)&]D<[OZK M>U.[.SS:E;]Z-WZO3ITK=.W21I^6T#ILXBT_AW3L]L=C;7H M M TB_7(?^=?]$P&O2_W?3^635?
V_7^&$7JC?SD/-GZ$7)'U\=- MA[U/AQ[_,2\:;Q)]OYAT43"W M M M M M M M !__1W^ M M M M M M M M M M YL_3=Y(^H?IL,^I\ M2/;^9=]-X<^_|0VES.T@
#5H];D^;>X3_3=XW^H M?]3-&F\2?;^89M3X<>_\2U:/5R?GF.CC_DA?^A5N<#3G*?I^[/@\6/K^SJ7 M$Y1 8;=56AR6*^-Y Q*N6DR/#Y](VIW;5?*YV,OO[=ODQ6)70/WM+7PT+'?%
<+ MD7S8ZPDSYU[=N[9&(J=V^7[H_P"^#O\ 1O/_*<_Z6W_*P^V\/9_P!2_P!2 MVQZC:T;7QZ&E9^$I._.)R\>343MMO7+BBT<5.7^-?]:?ZKI]O?U)'V5H[<7V M?]GQ:F\3RMFF8[6?
G%=JXX^=;3'*S(P_W._XV M)@^E>]'KNOI,>G3#]-^ ZC_W.FIOW[#[KOMZ+BE>4K&]TM;JW7Z]J MTU9>2..F8G%4M@LQ9.5WM++YK5*MV1C6.\?3'>,=N+;>7/)2'?:$.^F?U
M2_2>$>H'A_F'D7K+^W1IW&&_:]O>6XK?TV1Z76WE^KWH\QC,#DMCEYYW*.EA M[.7J5UNQKC;26JC9(.S/:^T9VMJ9M68B-IGYN-=-$6B9G>/;_>MP(RM0 M M TB_M7(?
^=]3X<>_| M2\:;Q)]OYAT43"W M M M M M M M !__]+?X M M M M M M M M M M !S!_68 M?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWA
MS[_Q#:7,[2 -6CUN3YM[A/]-WC?ZA^I,T:;Q)] MOYAFU/AQ[_Q+5H]7)^>8Z./^2%_Z%6YP-.?PI^G[L^#Q8^O[.I<3E$ M!]/(8^EEJ-S&9&M%QR^:*BI[T[*2_MO[%
M^ROZC^Q]5]@?;F#'JOL;6X+X<^*\;TR8LE9K>END[369C>)B8ZQ,3$3&G1ZO M4Z#58]=H[VQZO%>+TM'6MJSO$Q[3]$Q>7N)QG_?\ OIK_'S7_4/^@?\ 4\Y,49-7 M_I[K?
Z@Z'^MOLZ* MVFN+[=PTCML7KY=IC\YQVGRYS29X;;_=M;TZ?Y??]% R2X&X9L;IDH- MGV&J^+4<;.DD,4[%1-AN0/14JQ-=V5V-A>G[_)V5KU3V3>ZJ]6?[N_WQS_OE
MC6_ZK?;N'_4#^MM/;'_IIH,T6I3)7;_@99\=N6&D3MOI:6C_(",FTUO,?#T MWM.6V+_C'^JW^I.'^FM%?[#^Q\D6_J'-3:9K/_!/2T=Z?^&EH[E>L;]I.T<,
M6HJB(U$1$1$1$1$1.R(B>2(B)Y(B(?N36M:5BM8B*Q&T1'2(](?XYF9F=YZO MZ?7P 'H+J4ZH^ >D#BW,\S=1_)^M<6<>X;]Z=EL_8D?>S&2=#+/7P&JZ_
M0BMY_;MEN10/=#CL;6M7)61O>V/P,>YOVM;6G:O.7FUJUC>W*&KUS3ZWUTZZ MQG+N.X&Z2.5>7L14MR5H=AY Y#UWA:ODX8O9-6_C\=C-8Y=R3:D[_:+"VTRK M.L:,62.)
[G1QZ8TMI[TQ#/.JK_;$R\7XT]<,X@RV:AK\P=$/(VA:^^>%D^6X MYYGUOE;*PUW2PMGG;@]DT'AVK+)#"Z1S6?#V^-S&M\3?$JM3I9\IYD:J/.&S
M=T===W2OUZ<>S\C]+_*^%Y"Q>+DIUMJP"QV<)O&C9&]%+)5QVYZ9EXJF>P4E MI:TS:UA\+J5[X/*ZK/.QCGIGO2U)VM#16];QO667AY>@ M 3&])UZ4CB3T6V@<9Q6%7-
S6LC]DV]_C][43S.F/'.2=HV<\F2,<;R](>C-]. M1TP^D\Y,WWB'C/2^2>+M]TK3ZN]4<+R?]B,Z*ZU[$:N2=HZK4')U 'Y>'UG"9C9- MAR5+"X#7\7D,WG,QDK$=3'8G#XJH+?R>2OVIG-
BK4J-*N^661RHUC&*JKV0' M1JKY_P!;EZ'<5GS<^/VL<CHX$RG/7/64ONHNOQZ[I&D:['6M[GR1N=NM8M4M7U>E:L5*K9 M&U:DMFW;LRQ5*52)\DCU)^COB
M'6\$V[(E!O(>^;GN^6EQS5E;$MN36ZW']."[,G@>Y&-D9%\IB+)Y/33&EKYS M++.JMY1#;,]%AU>[KUY=!O!/5?R)K&K:=N/*OVS_(XUO2TRR:UCOL&YDY#X MWQ_Q:FLJ#'A[M
#T7U.\|:]TN]._-?47M>+R.>&]?X6YFY-U?C3!Y+C6;?8^0>.[.];!4US M7LUL.4SVR;!A-^H8W(Y*O\/CIX?"3/K^TEA:KVLKOU7TT17>)G>(9J:FTVB+ M1&TMW0R-8 !Z]Y5Y9XRX-
T#9.5.8=[U;C7CK4*#LELFY;CF M*>#P6*K(YL<237;LL3)+=RP]D-:O'X[%JQ(R&%CY7L8[[$3,[1U?)F(C>>C5 MSZA?6X.D30R\$S?#O'5*7Y2-3SR#/)57Z$1?4Z6?*W/V>8U4>= M?
U;'?0?Z4GHR](S@;EWIOY,^%;EA,;#EMLX?W:BS4^6M1HRR0P.N9+5I;=VM MF,36LV8H9LEAK>4Q44\T<3K22/:Q<]\=\?>Z-%,E,G=ZJ&GA[0$].=Z97;/1 M8:WPWK/$?
&&J\B\RN9C#:WF-?V+8LIFLAL M,<52O!D*,44=>:22552.*3MAQ1DWWZ0X9LLX]MNLON^@T],=LGI4=/YBP7*W M&FK<;\T<'R:9=SLO'\F=70=SUO>?LAAQ^6P>,V&]GXXNP
M&D7ZY#_SKF_Y+S_HF UZ7^[Z?RR:K^WZ_P ,(O5&_G(>;/T(N2/KXZ;#WJ?# MCW_B7C3>)/M_,.BB86X M M M M M M M /_T]_@ M M M M M M M M !X7N'(F
ME:%72QMFQ8[$>-OCAJRR.GR5EO=4\57%U63Y"RQ')V5S(E:U?>J']M+7[L;O M-KUIWIV8S9_K0U"G(^/7-4SF=\#E:D^0M5,#6E1%7]\A5D>8M>!4[=O'%&[\ M:
(=XTUI[TQ#/.JK'=B9>$KULY/NO;CV@B?1WV.PJ]OY5^)T[_P#/CW\+'XOT M>?BI_#^KR3"]:V$F?&S8=&R>/9W1LEC#Y:KEE[=D[R-K7*N'|)W[_)]J[LB> M]?SSFZ #P7<^2]&X
M_@27:]BH8R5\:RP4/&ZSE+3$\D=7QE5LUV1CG)X?'X$C1?>Y/>GNN.]^[#Q: M]*=Z6,^=ZTM5JO91ODDV4NT\%$]>Z)XHT@CS4RL[=U3Q-8Y?=V3WI
MWC2V_NF(<)U58[L3+PW]VSE/[7M#_**Q^R#U\+'K^CS\5/X?U>4X/K5U^=[& M;'I.6QC.S6OL8?)U,S\KLB*_X/;@PKF,\7=>R/>J)_7+[_,Z6W]LP]1]J_W0
MR3TGEOCWD%&QZQLE.U>5BO?B+/CQ^78C6HZ3MC[C89YV1(ORGQ))$G]<<+X[MT[TN2E^[/-[(/#V ?Q51$555$1$[JJ^2(B?2O\ (!Z,
MW+J,XJTN2:K8SRYW)0*K7XW6HFY65KVN5KHY+OM8,1#+&Y%1S'V&R-_K3K7# MDMY;1\W*V;'7SWGY/0N3ZV:[9',PW'TTT**GAL9/8&5I'-\^Z.IU<5::Q5\O
M/V[O[WXNT:7UEQG5>D?J_-CZVKZ/:LW'=-\:?A,CV::)ZIV\O#([!S-;Y_| M/*_]X^_"Q^+]'SX]?P_J]EZUUA<=966.OG\;G=7DDW>2>@ MJ7^R>7?
M57_O/.VFO'=VETKJ:3UWADW@=CP.T8^/*Z[E\?FL?(OA;:QUJ*U$ MUZ(BNBE]FY70SL[_"F/1KV_2B'":S6=K1M+O%HM&]9WA^T?'T M ! MS!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-
F'U1OYM[FS]-WDCZA^FPSZGQ(]OY MEWTWAS[_,0VES.T@ #5H];D^;>X3_3=XW^H?]J3 M-&F\2?;^89M3X<>_|2U:/5R?GF.CC_DA?^A5N<#3G*?I^[/@\6/K^SJ7$Y1 M
/S_K/[#U']-?U3H\&N^PM52:9<.6O%2T>OK6U9YTO6:WI:(MM2U;1$QM^SOM'7?9.LQ_:'V;EOAUN*=ZWK.B)B(T.TQ/[3$])B=XF.4Q,*3LP>Y%Z7\ MSC99\EH$JYK'*KY'82W-
'%EJ:*OB]G4L2+'7R,+&]^R.6.9$1$[2.[JOY'?Z MX_| !OC^]?L'/E^WO]&,D_:OV',VM.@S7K3688WWX<.2W#BU5*QOM%K8\|1% M:Q7/>9O/^H/Z._US^S=;2NB_JVOPVLY1V]
(F<5_G>L;VQVGSVBU.L[TC:&+6 M2Q63PUN2CE]=>Q=V+^J5,A5GIV&>?;NZ&PR.1$54\E[=E/SO^WOZ=_J#^EOM M&_V/_4VAU?V?]JX^]AU.')@RU]Z9*UMMZ3MM/D_[OHM?H?
M+!&J^S\V+/IK= M+X[5O6?K69A^>1FH_(X,5/ M6^2U:1YVA,^U?MO[(^P\'Q/VQ] MD<.GP>M[17?5B[]@9F[]&7W&W2[["6OE
M^1IH9E8K98M9H3K)$KD\T;E\A$K6R(UWOBKN5CNR=Y53NQ?TW_T'_P"#>L:/ M4X?ZF_USRXLLTF+T^RM/DFU-_36:FDQ%MIZX=-::6VC?46K-L<_YW_K3_7/M
M<=_L_P#HVMJ[[Q.IR5VG;_AECGIO^/)$3'E2)VM&9%%>O7J00U:L$$-:K6BC@K MUJ\3(8(((FHR*&&&-K8XHHV-1&M:B@VKQ]NV*1OIHQFNCQ?9PWV=AQ:?[[/P8Z
MX\>+'6M,>/''2(K2E*5B*TI6L16M:Q$5B(B(B(?YPS9LNHRVSY[6OGO:;6M:9 MFUK3.\S,SO,S,\YF>]+'U5E=1)_&@ZM7D7V5*-K:.*L8 M\>\]=MY3LMIR9-HZ;
[0W)>BWUS6W6EJ5KLL#7,K7:'VV#':.4;2T+=!WCJC]"#Z1_M*0?"8Z7)W3WO:ZGR%@,?JC$[QO'1]?DK:'
M:/QSO^ZL1KGZAI.U;0Q'Q+.U7:_@K^6:CH$DA69JK4\V(]GB]W=/>GV(WG8G ME&[3S] =Z9/KXZ\.N;)<(=2G)NL;=QW6X+W_'B+%8CC+0M1MMV+ 9[1Z&,M
MKE=;P6.R+H8:V;L(L2R>S>KT5R*K4[:LV*E*;UCGNRXGV(WG9\GE&[3S] =Z9/KXZ\.N;)<(=2G)NL;=QW6X+W_>(L5B.,M" MU&VW8L!GM'H8RVN5UO!8[(NAAK9NPBQ+)[-
ZO17(JM3MJS8J4IO6.>[+ARWO M?:T\MFZ$9&L U ?7 ?X,O2%_AVW'ZOY#5I>]/LRZKNQ[M, M+H?ZKMUZ(NJKA?]=T5T\V2XOW"GDLSA8;#]\>V:5D&28C>=.M.1[&>PV?4[]
MNFCG]TAEE9*B>.-JIJO6+UFL^;+2TTM%H\G7\XJY.TKFKC/0.7N.,S!L.@\F MZ?KV]:?FJRM6/(Z]L^+JY?%V'-:Y_L)UJ6VI+$Y?'#*CF.1'-5$F3$Q.T]5. M)B8WCH_/CZ :POK0?
7W^YPZ/ MV9O DBP?9_?GK:_&R5K66\=-E/ [QP+VT:>G%?BGI'[L^HOPUX8ZS^SG(FY@ M=JWBW_>RXY_,34?]7\>2IZJT='G9\?0 T'O7 =ZS5WJ.
MZ0>,Y+%G['=9X2W3>J51;*+3^.MXWM/*C5D=(_Q,[-:UGA M^7=PZ=N'>4N6^$S,\YZNT1$;$>SQ M>[NGO3[$;SL^3RC=IY^@.],GU\=>'7-DN$.I3DW6-NX[K<%[_O$6*Q'&6A:C
M;;L6 SVCT,9;7*ZW@L=D70PULW818ED]F]7HKD56IVU9L5*4WK'/=EPY;WOM M:>6S=",C6 'A')?'&EZ4^J#7.I2CNO,'*:\<[+6W+B?CGD2[JLNMZCMF,M-OZ]G\S?P.NX?); M=?
U')116L6CUJ1168(Y)V67,13M;47M7AY0XUT]*VXN.HSK;S'23K>7R,7"72Q=QVNPZU1=-'4V_FG*X:IE5*MN2OV2]*K]^GI%:<7G+!J+S:_#Y0V"_1K>K6](''' M'#^H;=UG<L1O?
G9G9SMZ_T5?.NH936INE73 M>)\M;I2U\1O7!S[G&>U:U<>WPQ97'P8>5VIY>S7[KVAR^+R51W?Y4+E1%3Q7 M-DB>N[W;#CM'3;V<_3JVZ=>I+T)7I"*>!U/?
[-7>>*\IA.5>".8,-47&U]ZX M_P M8O083,W\#-/;A9#D&T;V$V'#3OLTY)X+E7QVJ;V33;:VKEISZ,5JVPWY M=8Z.GGT2]2^)ZQNDS@'J;P]&'$QDT]%'TY>E'T/3-;YG
MO;=IFY\971H9K'Y/$Y_6,U)B*Q!XI4D]8\ML<\NCSDQ5R1SZOO^C/]%GT[>B[XSVO2.%K.S[;M?(^4Q>8 MY,Y1WB;'2;5MTN AO0:WB&5GH]-/UW=#W78S@7ICY(UC3=
QG"W'NR93&Y?C' M1]MMV=MV3(;7;R&03+;/B,K>]C)B8Z,211NCA8L*]F>-7O?KPXJ7IQ6CGNR9 MLMZ7X:SRV;D6B92[G-'TW-Y*1LV1S&J:]E+\K(V0MENY#$4[=J1L4:-CB:^>
M9RHUJ(UO?LGD9)ZM<='E8 !I%^N0_\ZYO^2_Z M)@->E_N^G\LFJ_M^O\,(O5&_G(>;/T(N2/KXZ;#WJ?#CW_B7C3>)/M_,.BB8 M6X M M M M M M M /_4W^ M M M M M M M M M
,(N;^J1N'GN:GQK-!9R,*R5LE MM7ACLU*4S5ORFZL6GW^]?IZ,N74;?=IU] M6 &1R60R]VQDLK>MY+(6Y'36KUZQ+:MV)7>^2:Q.]\LCE&JJ;(B(C:.C',S M,[SU?2#X
/]QR212,EB>^*6)[9(Y(W.9)'(QR.8]CVJCF/8Y$5%1>Z*'UF1 MPSU39?!3U-=Y(LSYG!/='7K;&]'39C$(YR-1V1>G>3+4&=^[G*BV8T[JBR(C
M6)FRZ>)^]3KZ-.+43'W;\X]5%ZMJM>K5[E.Q#;J6X8K-6U6E9-7L5YF))#/! M-&KHY8I8W(YKFJJ*B]T,71MZ^SYP_BJB(JJJ(B)W55\D1$^E M?Y ,$^;NJ9]2>[J?&-B-
98725NY*W8OY&W9OWK4CIK5RY/)9M6)7?A233 MS.?+*]?QN55-<1$Q['(BHJ*BHH?6:O"_53D,=/4UKDZS)DL7(L=>IMCT63(XY55&,3- M>%%?DJ?N\5CLMAG95?
[7OW9ERZ>)^]CZ^C5BU$Q]W)T]5"H)X;,,-FM-%8KV M(HYX)X)&2PSPRL22*:&6-7,DBD8Y'-KG,CP]2966LC"GDC\Y;BYJ/7=CPUISGG9AR9K7Y1RJQZ.S@ 'DVJ;CLVD92/,ZMF+>
(O1 MJSQNKO[P6HV.\207JLB/K7:RK[XY6/;_"=_,^6K6\;6CD]5M:D[UG:5,^#N MH/%QGRFN>U'J MS!EPSCYQSJW8LT9.4\K,D#B[@ M YL_3=Y(^H?IL,^I\2/;^9=]-X<^_P#$-I-
_J'ZDS1IO$GV_F&;4^"O_$M6CUZ?R$3[>_IK^G/ZIT4_9O]3_&?HOM'[.GKB MU6#%J,<[\NYEK>O3Y->B^T-?]FYOB/L[/FT^?]I6]J6_[^K,3^KU_ M]I-
I.'8[OW[5$LT&>Y$_J=&Q7C[=F^[MV[^?O5>__$_M+_?)W^^=/M7+VVJ_MI+[+K???_<8RZ>O2([NGRXJ^73;;?>>LS,_^PT_^IO\ 7NFKP8_M/43'^?#D MG\
[UM/Z_P^:CPWQ=CGM?7TC!/RIY=T\OH-7V1_MOEK_'SU]AY(RZ+^DOL>]Z].WQ3JHZQ/356S1/3EO$[=(VB9WY:K_4C^NM96 M:YOM351$_@MV?
ZXXI+V'4IU*$#*M&K6I5HT[1UZD$5>!B?B9%"UD;4\OH0_[M?]F_9?V9]CZ2OV?]D:?!I=!3NX\..F+'7_K6E(K6/I#_,?J-3J-7EG/JLE\
MN:>MKVFUI]YF9F7V3W2/HB]*WI>Y\SX^WCJG39UNPV>5* M=2"S:NXS&Z%S!+4W6QCJL=?X5DI\=CZ=F>M$V-'6E8QJ=O&BI3F./'M'G"9' MW,G/REUF..N1=$Y3>,=MP.]\?
[OA:>PZEM^LY&#*X+/8:_'[2K>Q]ZL M]\SXI&N8]K7MYK6M M[^%K43K3->D<->CE?#2\|5NJG'$'%VI\'\3<7*Z%!=JZ+Q!QWI/%VEULE=D
MR61KZGQ_K6,U/7(+^1F1LU^[%A\3"V6=Z(Z5Z*Y?-3G,S,S,]9=(B(C:.D-% M[J_]:+Y[S%/JBZ86=+O$E+'Y6MS9P,S<6[GNMV9N+2*&"2[!! M+*2ND[&*]/!XT3Y2;*:>O*V\^K'?
43SKM\D!_1F^D(V[T:'4;OK&/+G65 MZ0KC/HNW#IWXNT+6=ZV7EO7;6^8?I+QWQSR'N6)6ICP7& M>DW];95S[N0-3P3'RY'-;+M.9M5(<9F9HVQ267(J^%SEQZ_IVOYS;-
LSF)UG5]9Q.0SVQ;%GLA4Q.$P6$Q-26]E,OE M\I>E@I8[&XZE ^6>>5[(XHV*YRHB*J9HC?E'5IZGZQKMJW)!5I7>%LU#J]NQ78
MSX11@R=;=*F6FDB3Y3VLR'M&^+S5$[(G7X?'\W+XC)\EL?1R>M-<9]0&_:OP MSUK<;:YT][3MMVIAL#S/INV1K7LUR=VN: MY.Z.:Y%[HJ>\S-+0YRY&I3O M1;-
QZW9FXM(H8)+L$$OPI*Z3L8KT\'C1/E)MIIZ\K;SZL5]1/.NWR0']&;Z0 MC;O1H=1MSJ,TKCK7.3\S;XWV?CA=;VC+Y/"XQE/9\GKF2GR27,3#/:6S5?KK
M&,9V\#DD557R3OVR4C)7AEQQWG';BCGR; 7WX)U#_D;\,?K"WC]GG#X6OK+O M\5/I#=_V3D>]A>!L]RY!CJDV3Q/$>4Y'AQ,LDWP&6]0TV?9H\=),Q6V/@C[$
M21*Y%1_@7O[S)$<]OFU[\M_DUEO15>L4\Q^D,ZT^/.EO;>G'C/CG [EK_(6: MN;5KFW;3FM2R=:"FYMVUC61R.?6GR'TMZETX\9\C8'3=?X]S5/:MCV[:<-E M[;MSTK"
[/9KV:6,K3TVMI6LD^.-S53Q1M;W3OW5=./!%Z<4RS9,\TOP[-HKB MW;;6_<9<=;U=J04+NZZ)J.VVZ-5TCZM.UL>OX_,6*E9\JK*^"O+<5C%.H;8;="QVVX34M1U^"MD=YY&VV>O
M/:IZGI6&M7,?7NY*6O7DEFFL3UJ5.NQTMB:*-.Z^4M>>&KS2:+>S&[I=N2NNPN@&S)YK@4/(D.>DC)=9Z*>B5T05**NTTNE*CEDNMIFES[U/
7*^#JV_99 MS!_8QMO%.\0K!)+[:G0V#&;%E\+AYU]IX'_"]?O.;[-O9K5\?C3IJ3TF8(U- MXZQ$MRKT;GI/NG#TG'$UWD'A2[DM?W#49*%#E3B#;?@T6Z\=Y;(,G=1?.ZH]
M]#8=6S25)7XW+4W+!98QT2N2-XZJ.'-T &H#ZX M#_!EZ0O\.VX_5_(:5I=L++MD5^GLT/%3_PKEI>/]3/Z_L=O8I$/Q-BKDVD4AE>TO\ MGLI5VNO[%P7L6-
XM6._,K&.LVG<8[=D5NM:WLR'&Y7)3R+X84[=^/;-P3TF' M#@WP\<=8G]&PIZJ3Z0&+?>(]YZ >1,_&[;N'9+_(W!;.".L=&X296I^ M3G\]A=6P6:V?9,K0P6NZYB.$NR1AD*\D&B\'Z
MO:NQXS8PM4Z6,UF')[AGH$@\1Z1TMZ-K59_@6U-1P72/P55DRF3F8UGPO-9 MJVV2Y>L*GCLW)Y97=W/55^X9FV.+3UG?]S+$5R36.D;?LZJ]?%O\ O9<<_F)J
M/^K^/)T]5&.C\WF7F7C#I[XPW/F;F;<\+Q]QGQ]A;&>VS;,]86"AC:$"MCCC MCCC;+:R&2R%J6.M3IUHY;=VW+'!')-(QCD1-IVCJ3,5C>>C2ZZOO6Y]K38<
MQK/0YT]:M'K5.>U2H\J=0S\UE,EGHD=-73*XCC#3,[K<>O1JC6S5'W\U?>]K MF_"*<2H^%===-']_DR6U/X(_-@5B_6F?
2KZQD+PN1HI.J/=CKV!WK7LO9K,5%C25ER3MV\U5W=5]_#8_F\?$9/DV+_$6' MK('!_75ON!Z?N>='J=-O/FS2,H:/:9LJ9OB?D_-O>OL==P>9R=;&Y74-PR*.
M1M#%WTMPWY&^R@O/M2PU7\,F":1Q5YP[X\|7GAMRLV6#.T(8^FW]+1R#Z*C5 MNGO8M#XCTWEA_,V?Y$PN4J[=G^C'X Z[>I?6Z^O=V_)\8PF2-
G947VG@KYW:L]L.,Q&4E:CT[RU,)C$56)\A$547O&FI'7>9<)U-YZ;1#W MMTJ>MP]06N[+B\3UC<#\=\DZ%/+!7R6W<*U\IH7(V'@5&MGRJX'8=AV#3-NE M8K>Z4XW:^UWB5?
A">%&+\MIJ[??."]NJ; MMQCR)B4RVO9NM%/5G:LIK3-"U[DC-8;>]%U)NK[/D\EB,78J M[=D9Z$]M;V*9);CGI^S1[$\+FN\T7MW[I[Q4C);AEXR7[.O%#&/T)'I:.0?2

MKZMU";%OG$>F\3OX9S_'>%Q=74<[F\ZW--W/';;>MV+|N9B@6!U-=>C;&V-O MGXW*Y5\D3UFQ1CVVG?=YQ99R;[QMLN<<78 T_P#HT]96YLZGNNWB7I"SG3-Q
M9JV"Y$Y:R/'%_<\3N&VW.^.57)U,9/WN[=EU7T M\5I-MYZ,M-1-KQ79<[TM?7=M?HY.CO.]36F:%KW)&:PV]Z+J3=7V?)Y+$8NQ M5V[(ST)[:WL4R2W'/3]FCV)X7-
=YHO;OW3CBI&2W#+MDOV=>*'.(]*=Z3S=_ M2E7SE/(TTV?.[-\96;&8A@GALK/G71>! MJ*SP1HO?NJ]MV/'&.-HYL.3).2=YC;DI]T@^L[\W](G3/PSTT:_TN<5;CA>& MM+I:9C=GS.
[;=CLIFJM*>S.R[>I4J]HX>KZ]JF9RN*8VYLANOST MBW31Z.#B./E;J'V:W#/FY[N,X^XYU>"ME>1.2L[2J_"K&-U;"6+E&!M2BQ\? MPW(W)ZV-H^VB;-.V2:".7S3';).U7J^2N.-[--
'GKUMGK,W78;5#IMX'X4XA MU.6V^'$NW6ML_+G(MEJNEKTW2Y&OF=,U&"2VDC)'5686RZ.9&L;8D8CO::JZ
M:D=Z9F66VIO/=B(AX%QWZUQZ2#C[96U.7N,.GSDK%5;*QYO7\CHVW<<[9"U$ M1WP:AF,+MBT<19:JI\JWA[WR57Y'=4PW^-.:M+J07>0N"=ORE"_L>
(QL\L=>/:-3S%2*E!O.D.N3-KOR$5 M6I8J67,CMU:WMZRSYLF*V.>?.&G'EKDCEU5B.3J]"]2W4WP=T@\/[/SMU#;_ M (GCKC75(XFW&O5YM:*QQ6Z-
+WJG];LY8R6>R>&Z-.F_1M4U*O9?7Q^\]0%C,[A MMF;IM63MD8M'TG/:K@M0LR=VHV&;*YYB-:KG+W>C(]==+']T_DRVU,_V1R^; M"_4_6L_2>8#+QW\]B>FC>,;[=CY\'G>+-
@QE9U?PSLE@K7=4Y U_(P2.29', M>^6;PR1,56N9[1DGN=-C^;Q&IR?)LE>B\]8[Z=NNSY MRY&I3O1;-QZW9FXM(H8)+L$$OPI*Z3L8KT\'C1/E)MIIZ\K;SZL5]1/.NWR0
M']&;Z0C;O1H=1MSJ,TKCK7.3\S;XWV?CA=;VC+Y/"XQE/9\GKF2GR27,3#/: M6S5?KK&,9V\#DD557R3OVR4C)7AEQQWG';BCGR; 7WX)U#_D;\,?K"WC]GG# MX6OK+O\ %3Z0W?|
9.1[V%X&SW+D&.J39/$\1Y3D>'$RR3? 9;U#39]FCQTD MS%;8^"/L1)$KD5'^!>_O,D1SV^;7ORW^366]%5ZQ3S'Z0SK3X\Z6]MZ<>,^.
M<#N6O\A9JYM6N;=M.9R]1VF:5FMGK5ZU+)UH*;FW;6-9'(YRKX8W.[)W[*FC M)@BE.*)9\>>;WBNS;%,S2 :G7I5?6*>8_1Y]:?(?2WJ73CQGR-@=-U_CW-4]
MJV/;MIPV7MNW/2L+L]FO9I8RM/3:VE:R3XXW-5/%&UO=._=5TX\$7IQ3+-DS MS2_#LVBN+=MM;]QEQUO5VI!0N[KHFH[;;HU72/JT[6QZ_C\Q8J5GRJLKX*\M
MQ6,5RJY6M3OYF>8VG9HCG&[7P]--ZC<%:!RMC.1.(V+#P6*\]1:^#CE1SD:]'O;YEZHN N+^7=)Z<.-\Q5NY^_E=WT? M!;%GF39?)*Z/6-
U7/967'S9>]&^9\D#XZ]:U9CD@;\KAM:\UCI$]7JV:M:1 M:>LQT:RFT^M;=>_*')^NX7C+C#I^X:T?.;9A,3!CGX#9>1MQ@QN4S=2M*S(; M7G-BQ>!OVXZ#S:C-
$::D1SWF6>=3>9Y1$0Z!>W9J76]4V? M8H(([,V!U[-9J&M*YS(K$N+QMF]'!(]GRVQRO@1JJGFB*88;FIWZ,/UD/F7K MWZY.$.DW:^FGC'C_'*_P!LKX?MVO;EM65S&(^P7B'?
^2JOP.ADJ<5*?X?= MTZ.K)XW)X(IG.3Y2(BZ>;WBNW5MRF9I:FGH]O6,>7.LCT@W' M?1IN73OQ=H.I[?FN9\9E>0<1N6S6LGBJO%7%_)/($-YE#*UV8UL>0L:+'#/[M27PPPSOK?
2%^M:ZCQAN6?XMZ ^-M5YFGU^ MS8QF1Y\Y/ESK.,;^3KK[*TSC[2U_8MPP\$JN;'E[63QE:>6)75ZUNH^*S M)]IIIF-[\OD^7U,1.U.?S2(P'K5WI0L5GV9;*4NFS9\7[=\DNKY3BC-
4L4L$ MD[9%KPW<#OF(S\7LHD6.-[KDBHU>[_&Y.YU^&Q_-R^)R?)M!>B;]8'X+](WM M%'@GD#39.G_JPFJ39K[(= Y.9B:TMO+?:_V::ICK]/.U:%=]N3"Y"! M)FUFN6M9N^RF,D\,\K-
A(X.[UES+S+QAT]\8;GS-S-N>% MX^XSX^PMC/;9MF>L+!0QM"!6QQQQQQMEM9#)9"U+'6ITZT_VY(T;@?:,/>?B,D==F27WX)U#_D;\,?K"WC]GGGX6OK
M+U\5/I"F_HD/6$.7O20=8.)Z:=QZ=^-^-,)?X_WC=)=FUK;-GS659/J=6E-7 MHQT\I6KU$AMR7/EO55?=/&7!&.O%$NF+/.2W#,;-J0S- Y//IAL#
MLW#7I>NL*SLF)]GD:O4AZ1Y+7\W55SFM> MD;W.:GB\/G2Q<\4>R;EC;+._JZAG3-U+\-=7?"VD\^<#[EC=VX[WG&Q7*-^C
M,WX9B,BV./XUUC9,>J_"L%M&OVGK7O4;#6302M\T*MC[[U,:WNN7V/CW6+FH:Y:U'=KVH-9A+V5ES,U>^ MW'UWR9!S+\SW1K(Y4B\;O"B>)RNZ4RWQQM7HYWQ4R3O9E?
TH=+O$_1AP#H73 M3P=1S6-XNXV^RG[%Z6PYJSL.8A^S'=-CW[-_#,Q;:RQ<]IL6TVWQ^)$]G$YK M$\FH>;6F]N*>KU6L4KPQT3S]--Z3S=_1:\$\4\N:+Q;JO*V0Y#Y:3CBYA]LS
M>7P=/'4UT[9-F^,JUC#PSSS6?;X)L7@6U#GO:.'J^O:IFJ?=^J3==+U_C[,[MCA]+PB:EK60R>5Q6+IZ9JF)UF!8\AEE2U9FOOQS[+_D1,8LO@1J^%7NVTI%*
M\,,5[S>W%+88UOUNOJ"UO7<#KL'1[PW9AP.%Q>%AL2\@;LR6Q%BZ,%&.:1C, M?X&R2L@1RHGDBJ. M*>'U/-Y?.4\C333M;V;XRLV,Q#!/#9]OG71>!J*SP1HO?NJ]L^7'&.T1$[\F
MC%DG)69F-N:I7,',7&' '&FW\Q.N,]#Q,N;VS<-DM+5Q>)H1OCAC14 MC9-:O7[UJ:.O4J5HYK=VU+'!!%)-(QCN<1-IVCJZ3,5C>>C3$ZP_6Y<]7V/+ M:QT+]/FL6=;HRSU*G+'4.
[.W;.P(C_9+?PW%FFYO69<%6:UBR59E K'POU4TWXYY_)DOJ?*D?FGYC_6E_2LZ_DX: MV'':]DJL-V/X1%CW#B=.S,>>?E>&>1?]$P&O2_W?3^635?V_7^&$7JC?SD/-GZ$7)'U\ M=-
A[U/AQ[_Q+QIO$GV_F'11,+< M M M M M M M '__U=_@ M M M M M M M M & M''5/S+/J^/;Q[K5I8@>GM<7A;"/C92A M9)ZMV'B_8[:R4;BR.U&U.[NM.Y\J:;".>[_JFN)XGUT5?
D3(K$[^T:CKKE!W=GM(U5 M&39>TSR5;F16-'(B_P!1B1L:>:/<^CBQ]G7_"GJG9CSJX@ M ?;HWKF,NU'E33X[=MT4>SX98J&QU8T:Q'6',5:V4AB;V2.KE(XW.1$1$9*
MR1B>3459V7'V=MO[9Z*.+)VE=_[HZO=AR=0 M YL_3=Y(^H?IL,^I\2/;^9=]-X<^_| $-IKX5^N?;LQU4]*.9U[1^I;(4*47(.B;-+\4Z)S,N&H-H MT,U!F]]:==2Y&;CJL%1\|
['XW)QPQ+8=4E;+9FT8L_!'#;NL^7!Q_>KWFHKJ M?,'I>/0O[O-J\%[GOI?C?F%6SH^ZX5NQ\);G=8^5]JQBL7L%39N)-N=>AK2L M7*89\MA8VO6&TU6^)NK;%EC?
E++$Y<4^<+L=*OK=^Z8SXKP'6?TSX?::C6P0 M7^2>GW*RZ[FVLCF;&^W:XQW>_DL/EKLU5WCD=7V#%0^U8O@@:R1&Q<;::/[) M=JZJ?[X_)MC]%WI%.D#K_P!3L;/TQ'M)[TD?
2/ MTI8KH%Z]]UQ?3'T]XWKZU'E:N M=JY6-MF.Y'*VPRPU)&O1Z(J=<=[<=8WG;>'+)2O!:=HWVEI.^K$\9<;\L>DC MR^K.N[+IXBO7KQLA@KP0L2.&&&&-&QQ0Q1M1K6M1&M
M:G9/(\O3C24=PY+T?J1VC,\/7\QCN2,ANW)>E:Q8UZ-\F??8Y(;L_'EZC@_9 M-=8BS&3Q6T3UJTD/:>*:5KXG-D:UR5=HFO/HE1,Q;EU;\7HX/5F^D?@GC/6- MLZU--QW4?
U$9C'0Y+9<%E\SEEX?X[N786/=JVNZYA[N,J[I9Q+'NAM9/++;K MV9T62K6KM1JNQ9-1:9VIRJVX]/6(^_SLOCPET>])W37?N9?I\Z:.!^%,YDL/ M]C^5V+B_BC1])V;,X/X9!D/BC-
[+K^$H9[-8Y;]6*;V5JQ,Q98F/[>)K53C- MK6[TS+M%*U[L1""/K.]SK,Y Z=>&^E_I-X,ZAN6\!R_M6P[/SS?X.XEY!Y&J M5M4XZ379]-TC;+NEZYFX\?2VK:\W\:-@D?%),_76=^\?B:
[MI^"+3:TQ&SCJ M..:Q6L3._5CAZN[Z$W3]&XXO=7G6[P#F/MZ9?:LY@>*N'^?>.[V*;Q=JNN3U MZ?V=Y+CC?,-4M,WG9L[#9=C[5ZF[X#C*]>S25K[;I$]9\TS/#2>7R><&*(CB
MO'WOFV\|CKV R^$GUG+8/#Y37+5)N-LZ_D<92NX2QCF,;&VA/BK,$M":DV-C M6I$Z-6(B(G;LB&7]VISO?69O1C\2=&G+G$_45TZ:GA^/>*.H=VRX+:^-
=)@9%2P6N;O@,HDK,;6:E>E=QMI\:1Q6(H8MVGR3>)K; MK##J,<4F+5Z2VC_5V.J;:.J?T87%=W>R9\]8KDG;I/-HP6XL<;]8Y/=7 MI(^D?
I2Q70+U[[KB^F/I[QNY8WH_ZI=IQVVT.%^-Z>S4-FI\+[UEJFQTL]7U MJ/*U<[5RL;;,=R.5MAEAJ2->CT14^8[VXZQO.V\/N2E>"T[1OM+2=]6)XRXW MY8])'E]6Y3X^TCDO66=-
G*&49KF_ZI@=RP3,G4V?CB*ID6XC8J&1Q[;]6*U* MV.9(_:,;(Y5\==V73Q$Y-IYQLZ$/[A_HL_)!Z7?U <3_S2,7' M?
UG\VW@IZ1^3S7J(KP5.G'G.K5AAK5JW"7)M>O7KQLA@KP0Z)FXX8888T;'% M#%&U&M:U$:UJ=D\CY7O1[OL]V?9S>?5FOG>."OS$YU^J/:S?J/"GZ,&G\6/J MZ>9/4
#F&>LR_.\J%#3^%'U3]1XL_1TC.G#^#QP+_@8XN_U'P1 M@MWI]V^O2/9H6^MN\G[AGNN_A+B;(2W:^B\<]-6$VG6<;++,M*SL7(V_;U!M MNRU(GQQ1,=?I:3BL>_P^T^5BO-
_=58S;IHC@F?/=BU,SQQ'ELVAO0(=-W3!Q M1Z.'IDY,X1U72+V[\O<8XG<.6>5]&.QM[==AY#R#[$6ZZMF-J6.7*LH&MKXFYU MX_US-7:7M2=X>[TK>-I:D'H2?
16>ES]'UZ0C0N3^1NG.37. =EQ.Z\96E]YC[OT;UYC; !J ^N _P9>D+_#MN/U?R&K2]Z?9EU7= MCW>__5>M1UKD#T2'(>A[IAJ6QZ=NW/\ SIJ.V:]DF++CL]K6R:%QWAL[AK\3
M7,=)2RF+NRP2M1456/5.Z'G43,98F.NSUIXWQ3$]-VHKRKJ/,/H,_2S)+K:Y M*W9Z>N5:>Z<>7;LDE*'EG@+;$L+3HWKE=$AD@W?C?*VL'F%@5[:F12W$UWM: M_P
G5$QFQ^\,LQ.'+[?LZC_#?+6C<]<3\<//S;)9 MP6S8RME:+;D,QR).F)K.T]848F+1O'26MEZ MTEU]_: Z4<'T?Z'FO@O*'5=\(^S/X'/X+V X%URY%]D7MO"BOK_;%V%D.'C[
MJC+..KY2/Z#OIZ<5N*>D?NSZB_#7ACK/[,7?5.^@3['=+Y']](5R!A?#EM\^- M.'N ?AL'RJ^FX?)1?;/W>CXU?&OV0;1CHL'6F:D?K4WY\$/F MFIM''/T0*]8V^>8ZQ_|
D>O^A5N#SO@*/K^[AG\6?I^SIY\6_[V7'/YB:C_ M *OX\GSU4(Z-/WUHS"]>'49R+P1TS=.O37U1)EGB@2?]Y^R-ZO8K_ K-.GX*Q-K3$69= M1QVF*UB9JSN]
MZ&SB3I7Z;M!ZA.H+ANMF.K[EC%LVW*U^7-,C?G>!L):M6G M:UI&M:SM6,9>TC;OB3V-G.69*\&7;=LR4G/;! C'>:U/==?Q6T:YEJD\4D$U?(X7-5+N M.N0R0RN:K9(W(K7*GTG")F.
<=7:8B>4]',<]</AZ/S5?1P]<]!.!TMZKP]S)K M5+F;BC$X_(76W.-,W5SEO%[3]&(RCI4R+*FO;'C69#%2H]9*E'(5J_M'R5W2 MNWX;]I3[W6$_-3L[_=Z2Z#'HN.I?-
=8'H^^E;J'V>Q%^,*E/=K\#T?'D MMZT7+97CK>,JB(Y_L793;-2N6'1=W+"Z18U55;W7%DKPWFODW8[<5(MY[-;_M -<1_P![+H4_/OG;_5_C(T:7K;Z,^JZ5^J5WJ_WHP:OI+>1[/(_5'?
S^V])W M2%CJ>EZMQUP;+R*SCG'NJ6X;>"T+#Y;9,CL..U' M1=7PNJZY3K0P,JQPP8;"4J5!C4KQM9_4^ZM3S[F&9F9WGJW1$1&T=&K?ZQ[Z M(_@?
<>E[>^N/@[CW6.,^;^#X<=L/),6DX;'ZYAN6N.+65HX?/V]DPV(HUZ%K M==.COQY&#++[*Q-C:UFM8=/VI_!M&#+,6X)Z2SY\59KQQUAA?ZH3U.[$W>>J
M+HXRV4OWM8MZ7B^H[1\3,Z:2AKN4P&P8#CCD>>FOG%7DV>+<-:]HSNGB7&^) MJ=UD5?>]KRBWGT>-+;G-/+JKYZT1\T_O'^&?A?\ UBLG+3^)]'74>%]4Y_4[MO]
[+KK_/O@G_%?Y-.FJZU^KGI>EOHW.3(U@'*E]$I\]=TP_I1;)_P"Z[@4< MOA3[)N+Q8]W4FWWCCCSE3 /U/D_0M+Y'U:2W6OR:UONKX/;\ ^]25ZT[K\-L M-
'(XYUNHLCEBD6/QQ^)?"]=U)\3,WZU?Q'Q3P_U@=.>$XEXQ MX]XNPV4Z;&Y3)XCCK2];TG&9')_;0WNI\8WJ&M8W&5;=_P""UXXO;2,=)[-C M6]^S41-
NFF9K._/FQ:F(B\;1MR;1_H>ND?I2W;T8W1;MFY],?3WMVTY[A3"7 M\YLNS\+\;Y_/YF])>R:27N8JG%>J\3ZYMDFH87 MCTXGUKCK@_C[?930Q<,&Y\S9? XF7E3DC.21?\
-4S.R;4E9^4BI6K+Y%JX MN"9N.QT+_901M3Q.?CODM>=YZ-E,=:1M#VGU7]&73;UL\89SBCJ-XNUK?<%E ML;;HXS-
V\909NNDWK$$\5;8M!VU]2;+:IL.,DL.D@GKO1CE5T,W[B9VP? M$&TK=@2=&U\9NW'&0=:9'.LC:6:GO'*$N?BU':MSKTW/CJY+ M8=VWARXS&V$7V2X>I32/PK).^6AAI&/'Q3UF-
Y3\UYR7X8Z1RAN5^BU]"+TL M] /%NG9?;./-+Y=ZJ1N8-PPE#:'8#9YH4M7M>XGKYJM9K:=K6!LS. MJQ7:D5?)95L23VI.SHZ\&7)FM>>7*K5CQ5I'/G97OD7B[C/E_6;VE\L<>:1R
M;J&4@GJY'5M_U7![AKUZO9C6&Q#:P^P4R6K%'MPYN*-KS&\,6;#PSO2)VEN#^A MOZ@^(N M77;7IE[&6K=N.%()S4-FI\+[UEJFQTL]7UJ/*U<[5RL;;,= MR.5MAEAJ2-
>CT14^X[VXZQO.V\/F2E>"T[1OM+2=]6)XRXWY8])'E]6Y3X^T MCDO66=-G*&49KF_ZI@=RP3,G4V?CB*ID6XC8J&1Q[;]6*U*V.9(_:,;(Y5 M\==V73Q$Y-IYQLZ$/[A_HL_)!Z7?U
<3_S2,7'?UG\VW@IZ1^3S M7J(KP5.G'G.K5AAK5JW"7)M>O7KQLA@KP0Z)FXX8888T;'%#%&U&M:U$:UJ= MD\CY7O1[OL]V?9S>?5FOG>."OS$YU^J/:S?J/"GZ,&G\6/JZ>9/4
#F&>LR_ M.\J%#3^%'U3]1XL_1TC.G#^#QP+_@8XN_U'P1@MWI]V^O2/9HH M>MZ?PT^F7]%UOUL<@FS2]R?=BU7?CV>'^A9]#SFO2L_!NJCK/W':)NF?B7&Z
MSP+QOI>#R4N$V'D>+BC5\+AJ&NTLK#%X]4XRU'&2016K%!&WB/]&/Q56H5M1Z%>F:5V,;32AD=RXKUO MDO.UI:#HGU+;-BY)J;9GER,4D+7_
E;*V'/3Q*]7*JKDG+DGK,M48L<=(AF MORE_O9CF&>KD_/,=''_"0O_0JW.!0S^%/T_=/P>+'U M_9U+B^\@<9X!FL9"3%YG,MY5L[!QMF-4@N1 MSUNU;<\%M5K$6HW2-
BGJW9(I%\#W=ZO+AY]$KGQBV]#/TQ^CPXFTRQ M>T#2^2.J.UA:%[DWG/8L+4V#,P;1:9#=R6 XULYBM,[3=+PEUJ5ZOP&.I:R# M*\=BXKYE1(Y^3+;)/^*ACQ5I'^2D?/?39P-
U1:%E^,NH+B?2.6-,S5"UCY\5 MN&!HY2:@VVQ&K>P&4DB3+:UFJTC6RUK^/GK7*L\;)8I62,:Y.=;6K.]9YNEJ
MUM&UHWARS_2'=,FX^B7])%M&@<3[CG*LG$6Y:5S'T^[]).U=B@UO(.H[EHEO M(68:M&"WG-8OPOQEZ1L,=>W:Q\KVQI%(C$HTM&3'O/GU3KUG%DVCRZ.J#T^\
MLX_GO@3A'G3$UG4\5S1Q#QKRSC*;VRL=4Q_(VF87<*59S)NTS'05LPUJH_Y2 M=O/S[DZT<-IKZ2HUGBK%O6&G3ZWIU,[C0M=+?2+@\K;QNF9S"['SKR!CZL]R
M"+9[]7,.T[CVMD$C?'5MT,#+C\U82!Z2HMF:&56L=#&Y=6EK'.WGT9=5:>5? M+JIGZO#Z-#I_X%Z*N%.J3/:!JNY]2'/VN5^4I^2=APV.S.9T74\[:^&:1J&A M6;L=K[&*U?!5:EV]/5]C-
N=N M&L9L7_3Q,Q.$S,6.VNMI6R093X2F?PN%V"I=Q2QW'6'9'$11_"ED?-*BT,=N MTQ\^O1.R5[/)M7IU=0+AUG&^UZ%Q[RKI&E:GKU7?-$U?<,/-A,1@8IZ^'V[M8_-
U*L.5Q%2&.S!\$O,;XXG>RE1$5/DJA/G>)VE1C:8WA[@/CZ (%>FD]"! MI7I.5N-]BQ/%O5?H>O+KV VC,5IG:5R5K%>U/>HZ;R,N.JVLK0DQ5JW.
M[&9BK%8FJ)8DAFKV(71?!NV+-./E/.KCEPQDYQRLT?,OH7I=_0J\CY3*U:_/ M/3#(Z^R&QN.KK]D_!&_^RFC@Q\US(10[+PYO<U665K)8(955B M;-
|66/*6/;+BGSC]EC.ECUN+J%T]N*+_%V]QP*UK MDO9#7,@W8])V.ZDJ.;[*JFO0JQS5[^)B^TY6TU9[L[.M=3:.]&[:^Z$/2W]# MOI$JL>/X"Y4CI\F14)\CE>#^1:L.GM5=>FN7,?MN-H12-=8NX&
MYE*=9'M2:6-Z^!,U\5Z=Z.333+3)W>JEQS=&I;ZWI_LZ9?THF_5/R":=+WY M]F;5=R/=YWZHW\V]S9^F[R1]0_38?-3XD>W\R:;PY]_XAL=\C=/_/S#>QV M4Y'J24,3D>1N-]-W>]BZ,TRV):6.M[
ALG8I5);"K(Z.)S6.?\ M*5._F<(M:.DS#1-:SUB)OXG M5M:Q7QCTR\,Y7(?%N"P=2CBZ/P[*7I[,WLHF>UL3/D=W>]RK0PS,XHF>O/\
M=.S1$99B.G+]G1_XUZ)NC.WQSH%JUTC],=FS9TG5;%BQ8X$XJFGL3S8*A)-- M--)JCI)999'*YSG*KG.7NOF89O??K/YM\4IMTC\F2W'7$?%/#^,O83B7C'CW MB[#92_\
&F3Q''6EZWI.,R.3^#PU/C&]0UK&XRK;O_!:\<7MI&.D]FQK>_9J M(GF9F>L[O41$=(V.!OK//79O/41UB8?H)XTOY*WQGP#;UFKGM9PSI)4Y"ZA- MSQM6Y[2>&%K'9'[#<'L-3#T*ZHY8,E-
D517+*Q(]NGI%:\<]9_9BU%YM;@CI M'[ME/T3GH->FGH/XGTS;.5..--Y;ZN]1V8K1ID\K(V65T[*TL52#/DS6O.T!R4#D5KH+.CZGJ?6?TFZK'H?$.X;A6T?ECBW"OMOU_CW=
M\O4O9+5]OTNLY)WZ_I^RNQ5FI;I>U;4QN36JRFUD5ML%?;@RS?[ENK'GQ17[_M]>C8Z]7FZ\=FZXN@/!LY S$V[QEK-I M]B6UE,QK%]M&]8DFDFN9+%6K+T9[=K3AGIP7Y=)=\%^.G/K"[)Q=@
M !I%^N0_\ZYO^2_Z)@->E_N^G\LFJ_M^O\,(O5&_G(>;/T(N2/KX MZ;#WJ?#CW_B7C3>)/M_,.BB86X M M M M M M M /_6W^ M M M M M M M_.R M^4J83$Y/,WY$BHXG'W,E0
'RPS2UYHK$$CX9X)&30S1.5DD4L3D?')&]O9S M'L>U%147NBH'U9WB3=?M@\>ZUL\BM^'6Z7P;+-:B-1N6Q\CZ605(V]TC9/8@ M65C?HCD:3,E>"\U\E/';CI%O-['/#V /Q-DSM/6-?S>Q7U_W'@\7
M>REAOB\+I&4J\D_L6+V=^^SJQ&,3LJJYR(B+[C[6)M,5CK+Y:>&)M/2(1)S^ M?A]M9E=(K(VJJ^"&)'(UC?1LL$T;D M\VR12L1S5^A4'7E/1]ZK7>7ZUQ_!K M5*98\CNMJ2E*K'*U[,'02*QE5:J>?
^Z998*[D7R=%,]/H-&GIQ7XIZ0SZB_# M3ACK*8!N8 #WMTZ;W)H_)V$66968C8Y6:YEV*[M'[/(RLCH6G=^[6 M+2R?LGJ_MW2+VB=T1RJD\EW\R[Z;PY]_X MAM+F=I
&K1ZW)\V]PG^F[QO]0_4F:--XD^W\PS M:GPX]_XEJT>KD_/,=''_"0O_0JW.!IS^%/T_=GP>+'U_9U+BJ+&Y7(:)QM^Y3Y*LQ MV9,?N/ L4.#U6.Y+(V6NS+\03O\
M>V,37D\:+#BJV%LO8]6I::C8_!VIGR5 MZ\X^;C?!CMTY3\FBAU4],76)Z$OK6P&.@W:_JO(.HR5.0N$^;N/[%NA@^0M,_MDOVJ,63@K2R2*V"U)2GQV?U[(),Q/WR"9MFE/#/9V5M7-
3Y,=JVQ7^;I:>C4 MZSL;U^]%G"74_6Q]#"9_=L#;Q?(6M8V5[Z>M\DZAE+FL;MC:<<\UBW7Q-G-8 MQ]W',G>^?XLMUG/D$_0BZKOJ'WT8_$K[MQ^YD\.WM/[-%#U4GYT'-?HN\L?
ZU<8FS4^']6/3>)]'2,,#> A3A'/_=1NX?8GHV&G@Q6/K4J< MF6V?<=-IOPVIL/INF8&!S)LULN82G*L<:OBKP0Q2V;4U>K#-/"ZI2UYX:]7F] MZTCBMT:7G/'K9O5ER3M4NI=''3)QWHF-R=V;&Z[8Y
K[1S)REF._9M&SC\)J M^0U'6<7E+*,5[J2U,XR/Q>!LTGA]H[7&FK$;VEDMJ;3/W8>$5_3=>L2VX(;5 M7IKV>S6LPQV*]BOT0DU](#Z4GJZXIT#2^N[B/-<>\>ZSR$FT:=D\GT\[7P]%=W--;S>)^
MQYO/U*];*2+A,C:D^"L57]F>T]S%.F.F.L[TGG[N>2^2T;7C:/9M3>J__O< MV?IN\D?4/TV&;4^)'M_,M&F\.??^(6Z])E\V]Z03]"+JN^H??3EC\2OO'[NV M3P[>T_LT4/52?G0.>O\#'*/
M^H^=/M>]'N^6Z3[.;GZLU\[QP5^8G.OU1[6;]1X4_1@T_BQ]73S)Z@ .!?\#'%W^H^",%N]/NWUZ1[(MW^G.]#1'Z3KC_5.0^)LWA]1ZJ.&L/DL1IEC8YY*>INIEK7'FTY*"I=M
MX2[0R3I[>#R#6/KP6K=F&TSV-KX33ZX.]#2UT;A. MV//X_%Z]SST]ZQ+DFW]DP^RZ5#R#T];3;B8M-^1K9&YC]KXHR5N>%[8I,CB+ MK+WA2-JSM5D:-US&+-Z3/ZLD3EP^L1^BI7
_K>'5!K=C'TNHWIDX:Y6Q$4M> M"YE^+\UMG$6TOI>R]E8OV(\Y:Y0UW(Y1DR^V]G!5QE>5&^Q3V/B]LWG;2U_M MF8=*ZJW]T1+:H]')Z8+H_P#28X[(XWAC/YK4>6]
M.G8SN$DH7.LRR5?;0_#(:KYHV.S9,5L?7HTX\M,3SJ? M$^CUIO#^KP3UI+H$^W_THX/K T/"_"N4.E'X1]F?P.#QWL_P+L=R+[(O;>%4 M?8^UUL+X=N3Z/'G&%>
MW7ELQ<8]/VFK:6#.Y&C&U%AAUG0L=?V3+Q,_JF0EMJSNZ1J+VK$8<7/RC]7& M9G-EY>?[.H%P?PYHO3SP]QGP;QEBFX70.)]*U[1-4Q_=KYF8C7<;!CH+-Z=&
ML6YE,@L*V+=AR>TLVI9)7JKWJJSYF;3O/65"(BL;1TAS)/6-OGF.L?\ Y'K_ M *%6X/*&#PH^O[I^?Q9^G[.GGQ;_+V7'/YB:C_J_CR?/50CHPZ]](=Z2?IK]
M&GQ%6Y/Y\S60M9G9IF@I4F2QL\4EF>M6G]8\=LD[5Z/.3)7'&]FGAR=ZU7Z0;FG;I-9Z3^FWBK0J M5F2:QBL(FM[OSURC-5JRND>LEVG=UK7YZ_P7P^V2+7$'ZI*B=NVJ--2(^]
M,_LRSJ;S/W8A]?[MEZQ9^3)MG^8WR1^S!V6#U_4[7/Z?HC_Z4#K+]('U@Y_A M_)]>_&^4XZS.BX?<:/&L.3X5V+AIV5QF=NZ_8V66&KL%:N_/_J6L7319(D5(M/'V=^&AUQTI7?
@MOHY:KI7ZL_O58]?Q6&]%9B\CCJL=>WMG4# MS#L&=F8UC77LK676-5AM2JUC7/D9@]9IP=W*YWAA:G?LB(G/4>)]'33Q_N?U M;'9P=V#/I/:=2_Z-GT@,%VO#:A9T5]4-QD]LC&JGFB'O'XE?
>'C)X=O:6BSZJ3\Z#FOT7>6A\6KC$V:GP_JQZ;Q/H MV:_6B/FG]X_PS\+__.L5DSZ?Q/HT:CPOJG/ZG=_O9==?Y]\$_P"K_)ITU76O MU<]+TM]&YR9&L Y4OHE/GKNF']*+9/\ W7<"CE*?9-
Q>+'NZK1.4G/I];T_MAI],OZ+K?K8Y!-NE[D^[#JN_'LVTO0I_3=#'^_G_\ 3?E#-E\2?=JQ>''L MJ(?^IMV.J9*[Q9@LTS6]=T#'Y:FVYALAR7N
MTF,S+,5=R=69EFKB*52YD)JJMEG^!PSUIYNV/#;)SZ5<G]6?XC+;NQ'Y/W?NV7K%GY,FV?YC?)'[,/G98/7]7WM M<_I^C7*ZR^7N>.>NIKECEWJN:=D./[.,R=+6<)B,?%+
MI^5CBR&#=+@\=5D]G(U%>C_:)Y/0[TBM:Q%>ZX7FUK3-N\[$N[9>WK^F;=GJ M"0K>PFL9_+TDL,=) MO&XJW=KI-&U\;GPK-WQ(CFJK?I3WDN.JHY97H&]6C MY7],1T:U-FD;EK#N1-
^Y'M6LJLEN2UGN/>)N1^4:.0FDU>*>.1RJ MJ6$:]?/W M>,GAV]I_9HH>JD_.@YK]%WEC_6KC$V:GP_JQZ;Q/HZ1A@;WICJ/_(/'/7^! MCE'_%'SI]KWH]WRW2?9S<_5FOG>."OS$YU^J/:S?
J/"GZ,&G\6/JZ>9/4 # MF&>LR_.\J%#3^%'U3]1XL_1TC.G#^#QP+_(&.+O\ 4?!&"W>G MW;Z](]FBAZWI_#3Z9?T76_6QR";-+W)]V+5=^/9M6^@IU/"Z;Z);HFQN"K_! MZV2XNO;9=[I%[2?-
;KNVU;9G+$CXHH4D]IELS-X%O##-D>BOC6Y?DC8UC[=MG-?41CV6+#D\Y)6T:$,2.7S]G$U/'/O\[^8=3XD>W^_VZ%Z(?YK[H+_1=XD_U5HF3+XEO=KQ>'7V:UGK>/2]
MN633IAZP\#C;.3TW6\7GN!N1K=:&S,FKV\CEI=RXXR%U(O:PP8O.6;>;J/LO M;"R*W'5A5[WVH6-T:6T?5GU59Y7\NBB/J\OI2>G;FWHVX;Z4-QY-U7C[J M-Z?M8K<:-
T?:LQCM>FY$T["6I:VD[1Q_(SUH-EE;K\E:GDJ==\E^M>K23/B M2O/!(_QGQVB\VCNR]X,E9K%9[T-@GE[F[A_@'3,GR'S;R;I'%>E8>I;NWMCW MK9,7KF.2.E MB>&H_)68),E?6-
$2*K6;+9G>YK(XW/9BL;S MRAS"/2,]T_)/:Y?N^?*'46XZTO'<;A2RN+R-::ED,;D:L%ZA?IV&+%8J M7*=F.6O:K3Q.5KXWMU*GQ?DZ^1L0R(^[D-0Q5.3C789+-MS9[,EW#2VYI&N5)V.DD<[K7-
DKY[Q\W M*V'';RVGY-#STG7HO>HST.W/.AY>AOV4SVA['E+.Q\ =1.CKD-+SD.(>8YZC(:K=ES>&Q6*RNO\ (+,;%V91 M;NNMY6"2TD;8ZWQO7O-@9'"QD;,>:G!?:.DMN')VE-YZPF!ZWI_LZ9?THF_
M5/R"=-+WY]G/5=R/=YWZHW\V]S9^F[R1]0_38?-3XD>W\R:;PY]_XAM+F=I< MM'UC;YYCK'_Y'K_H5;@\HX/"CZ_NG9_%GZ?LZ>?%O^]EQS^8FH_ZOX\GSU4(MZ/.SX^N1-U-
\#C<7M7).D]>O)G)VM87-XBYL& R>SZ5SUF=B MUO#9#7X+45S+8!ES$5Z[J+9FK+4;['Q=E[E.L1..*^7"F6F8R3;SXOY6(^^8 M_3'?VH.&/\WCDK^?IR^'Q>L_FZ_$9?2/R/OF/TQW]J#AC_-
XY*_GZ/A\7K/Y MGQ&7TC\F+_63Z:KTF?71T\[OTS%7^)OJF''2W%$\WF^;)>O#,1LM%Z MGW@-PUVKZ0JELV%V7!4I9^E*UBZF=QV4QE62T^/J0BREFA7R$,$3YWQ056SO

MC17*UD2/7LC.W+5?V_7^'72_W?3^6Z>9&L :1?KD/_.N; M_DO/^B8#7I?[OI_+)JO[?K_#"+U1OYR'FS]"+DCZ^.FP]ZGPX]_XEXTWB3[? MS#HHF%N M M M M M M M #_U]_@ M M M M M M
M M ,?^IW,28CAK9FPO]G-EI<5 MAV.1>R^SMY*O);9_*DM&O*Q?Y'';!&^6/DXYYVQ2DL4$X 46Z+,S M)8U;<\"Y_B9BL[0R<;57NL:9JB^NYJ?2UBOPBJB>[Q*J^]5[X]5'WHGY-NEG M[LQ\V:9E:@
!C7U7YI^)X?R-6-_@=G\SAL*JHJ-T.&HG;'[RE4;T\ 4JZ-DLOS, MT@ "8_6'F7W^31LV[T\G9/P5DK/@147Z& M(OTF[31MCW]98=3.]]O2&)QH9@ #_;'OB>R2-[HY(W-?'(QRL>Q[%\ M37LY\E$[HC M?
W[R)5HVM,>DJM9WK$^L/W3X^@ M !S!_68?G>^>_S(X)^IW3RAI_"A/U' MBS[-F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWAS[_,0VES.T@ M #6!];0P[LGZ-#C>ZV=L*:[UA\89A\:QJ];39^*>==?
2!KD>U(MG-?G$E\2H[ND:M[?*[IHTWB?1GU/A_5J9^KTYGXB],3T87O@WPKV^P\/V1]/7+>O?"?'[*;Q?_C3VW@[)[3P>#Q-\7B33G*?]O-FP>+'^WDZI M1.40 !@WZ3#
[;L70%U;Y/@78]HU/F#6^$-SW+0\ M_I.6NX3;*.9TFA]ERMU_(XZ6&ZS)7:6%EKQQ1N[V%E]BJ*CU1?>/;CCBZ;O& M3?@GAZ[--CU>OTK_%)[OZ13 <1]7?53RYRCI?-'%VZ\=Y6/EL95M>-RR3-
8_5GQUC'O6(WAEP9+3 MDVM,S$PZ!9B;0#22]<3S>G/J]!VN)-0EY JS_YMU>/P.R='3K\?$]%DUQ6N M]K#0RN;QSFUO&BMDDI3^!45C^^O2[_>].3)JMON^O-3+U6/"9_%>BLQ=[,0V
MXL=LO4#S#F]4?9]O[&Q@(%UC7+,U#VS4C2HW:,!DHW>R[Q^W9)W^7XT3GJ/$ M^CIIO#^JLOI**MJ]Z.CK[I4JT]R[JBK4J589+%JU:L<&;W%7K5J\37RS MSSRO1K&-17.'3)X=O:6B!ZJC?
9.S%^GLB[-3X?U8]-XGT=)4P-X!RI?1*?/7 M=,/Z46R?^Z[@41K\?<:]/F M.Y QN)D?-%0O;KR5N^Z8S/YZ.%LRU[;68'1L73BECSX%YIU+3L!;YHZA-)^V%R1RI:Q=.?;[\6= MRM^7$:;2S,DD.^"E:TB8Z
MRO8<79H_>MY]4&KY&?I=Z/,%?I9'9]?N[#SYR+7@GBFGUN'(8Z72N-L?92-D MCH+N:JV,]:E@>^.2.O'5E5CF6(GIKTM>M_HR:JW2GGU9U>J_-OXJ]:M7B:^6>>>5Z-
8QJ*YSE1$154Y8_$K[P[9/#M[2T0/54;E:MZ4:[#/ M*V.7(],W+=.DQ4N>8=;O[EQ'REJ&*;XLIM?'.[ZWC6]FKXK^KW\E8GB3TO'2E9VF6'&8_;,QR)Q5-+>[035]@Y XQ MW+5M1HQMGFK-
9=R6\V\=1\#O$Y?A#FM8Z16(M#/&^*=D_!.V6-W4_)RB YDU#*5.)=,UWCK*Y7'W61QMR. M,R^SZY?MU;#5?'-6G8L;WQ>!RTL-9KCB)ZIN:T6R3,='4?Z'S6L1.DKVJEJO(CF/:KF/
M8Y%1513B[)]]4GHI/1^=8.OYG$\Q],7&"Y_+5K,47)FBZSB./>5L3P=.'6_#Q52V-CHJKMPU/%***]+%W:]O=-\[9,6\^<,$;TR[1Y2ZT1-4@ !J ^N_P9>D+_#MN/U?R&K2 M]Z?9EU7=CW91>JD_-?
9K]*+EC_57C$\ZGQ/H]:;P_JV0-FUK [GK>PZ?M6)I M9[5]KP>6UK9,'DH4L8[-8'.T+&+S&)OP.^3/2R./M20RL7R4]')6])AT?;SZ,_K@YHX PF:VC$:JL&7R7%.TULG?\ *9DK..\U_P!MFU/Z
MJ)Z/N;2..>0?2"58;W%G 3,E6\,]3C;$9.*3D'>:3)HG>!NY;9C(M<53G:L>"/JTZ:FT<<^?1N/&5J]?%O^]EQS^8FH_ZOX\GSU4(Z.9]ZRCS1N'*?I8> M<=3S]O(_8SP;@.,N,-
!PUQ\S(<7AY^.]9WS.6H*KII*['9W;]ROVDF8UCIJK MH/'W\"=M^GB(QQ/JP:B9G),>4-^WT871CP1T7](?"^F<.:=@,9EMCXST79^2 M>0*^+IQ[9R=N>FL5WLCEAD1V[35VIQ3YL.IMO?ACRA
MM2>KD_,S]''_"0O_0U/.!GS^+/T_9HP>%'U_=(#UQ'_'LNA3\^^=O]7^,C MKI>MOHY:KI7ZJ,>J[_-/Z/\ X9^:/]8JQSU'B?1TT_A?5L0G!W81>DR^;>](M)^A%U7?4/OI[Q^)7WC]WC)X=O:?
V:*'JI/SH.:_1=Y8_UJXQ-FI\/ZL>F\3Z M-H_UFG5LIL7HC^9\CCH9)H=+Y"X3VG+)"[1S,6_DG":LZ94\;7-CAN[/ Y[MD1_A:BJJ(WNYN;3^+#3J(_W*4=/4\>3\)7S77)PO;LUHMCR^+X3Y/UZFCV)<
MOX37;?(&J;C96-UA)'5L1?VC!,161*C7W5\;T\4:+UU4=)\G'2SUCV;Q!D;' MI;J-YTTGIEX'Y;Z@.1]K5^UB;6BL=9?+3%:S:>D.7'Z%G*72D;-D MG\-/IE_1=;];'()MTOR\XV(4[_.YXYX?
*$RD=IDCB\Y=8GCCC M3CSA_2M?XXXJTG5N.M!U6A#C-=T_3<)C]>U[#T86HUD%'%XR"M4A\7;Q/=X? M'(]5<]7.556;,S,[SU4HB(C:.CRK)9+'8;'7\OE[]+%8G%4K62RF4R5J"CCL M;CJ,$EJ[?
OW;4D5:G2IUHG22RR.:R-C5H[$=6_7?U3=0^ MM_*U/D?ES8K6E3K&Z&2[HNOK!J6CY*Q_^&N^O;RFI8"G9FC2W%>;>6[K_9+'4LOCK^)R4#;6.RE*UCK]9[GL;8I78)*UJ!SH
MW,D:V:"5S55KD4Z5VO6Z5^J2_IG(3[,$2W M7:%'FE;Z4_1E1<6_NCY]^MW^7I-K^Q+"\;ZYB]IS M#:>FMP7QSE,O3R.QZ\F/QOMMBK102>)_MI5>UJ?O;U3ICQ6R;\/DYY,E<>W%
MYO=/0YUM\1^D"X*K=1'!^(Y Q7'=_:MBU+&/Y'UZAK68RES5W5(,KD:%''9W M8()L.R_9?59,L[7.L5IFJQ$:BN\WI-+<,]7VEXO7BCH_*])15M7O1T=?=*E6
MGN7;G13U45:E2K#)8M6K5C@S>XJ]:M7B:^6>>>5Z 8QJ*YSE1$154^X_$K[P M9/#M[2T0/54;E:MZ4:[#/*V.7(],W+=.DQ4N>8=;O[EQ'REJ&*;XLIM?'.[ZWC6]FKXK^
MKW\E8GB3TO'2E9VF6'&8 M_;,QR)Q5-+>[035]@Y XQW+5M1HQMGFK-9=R6\V\=1\#O$Y?A#FM8Z16(M#/ M&^*=D_!.V6-W4_)RB YDU# M*5.)=,UWCK*Y7'W61QMR.,R^SZY?
MU;#5?'-6G8L;WQ>!RTL-9KCB)ZIN:T6 MR3,='4?ZGW4:](]FBAZWI_#3Z9?T76_6QR";-+W) M]V+5=^/9MI>A3^:FZ&/\!.!_Z;\H9LOB3[M6+PX]E1#FZ/!.4O\ >RY&_,3; MO]7\@?
8ZOD]',,]7)^>8Z./^2%_Z%6YP*&?PI^G[I^#Q8^O[.I<3E%RI?1*? M/7=,/Z46R?\ NNX%'+X4^R;B\6/=U6B[7B\.OLCKZQ7Z7SA;@?A MGD?H)T3"Z7S1SSS%J;]>Y)Q6P4J>R:7P?
J6:AAN5.>40XY\L1'!'.T_HUPNCCU;KKUZQNGFMU 8W(\ M8<'TMIEQ=WB[5.<[NX:_E^0-.N576I=X1-5U+<Q9T6STK;AZN%,%[UXN4>[(;1O5+?2)9W,Q5]VY3Z6=#P+)(?AF5CW3D
M+:\HL,CG)*[%83&\95*UV>!&HJLLWJ3'>).SU\^WF=33RB7J--?SF&U9Z*[T M'G3/Z,;X3OV-RN1YNZD,UAUP^6YHV[#T,3%K>.M0MCRV%XMU*O-D6:5B\OX>-MUN>:[DL;JYYYV+AV7DW-
\8\HZ;R?R-L M5W5:&4W+6MHXWPEK<,=D;$U2O4TS?\[0R$\D[6QTWT?:O))F4*>/R<<%F1$5C9+D#7?*>Q4T:;?M)]-F?4[<$>N['?U/?"9 M^#@?K1V.Q#;;J^5Y-$3P=_6J[T1Y[/.EZ3/EN]C>MZ?
P+.F7]*)OU3\@GS2]^?9]U7=^ MJ_-OX[TFY4G8CD;-6LZUC)H)6HY&N1LD3T5.Z M(OF3YZJ$='L0^/KEE=?&%V'T1.0K.+RU6AQWUE:WU6ZI!#XH4SNA;;R M!B^;Z6.Q-
KVR19+&.Q^5GPLOBE=?:-F8E&G^Z8=OELG7_-SS;_/= MU!>/M_T[E71=/Y,X\V'&[9HF_P"M87;]/V;#V66\7G=OGI'Z"-;T[;.K/F"EQ-MA_-SE[7=.DDU/?
MVR.=RN+H)DLFRK@N.=4V_.QTL=4DC6Q;EK,J0OGAC?*V2 M:)C_%6EK\JQN\6O6G.T[/*.E#K#Z=>M_C"SS-TP;]9Y)XTJ[5E=*?L\^C\A MZ'%+LF#I8F_E:=+&\E:GI^:R-
:G!FJZ+;KUI*;IEDA;*LL,S(UJVI.UNK[6] M;QO7HR9/+T-(GUR%S5=Z.=B.:KVMZNG.9W3Q-:]>F)&. M5OO1KE8Y$7Z>R_B4UZ7^[Z?RR:K^WZ_PPD]4;^I\./?^ M)>-XD^W\PZ*)A;@ M M M M M
M M__]#?X M M M M M M M M #%KJ^C>_B6)S6 MJYL6UX:214]S&+6R<2.7^19)&I_?4T:;Q/HSZGP_JEV;F 9X]$; M)?:\E/1_:%(]18^/P)\N57;*L;T?[T]DQKD5$]_C_0'JUR,=D=?
8UZHOA+/T8YG9P %K>+$5 MO&''#7(K7)H>H(J*G945->QR*BHOFBHI,R>);WG]U3'X=?:'GAX>P M Y M@_K,/SO?/?YD<$_4[IY0T_A0GZCQ9]FS#ZHW\V]S9^F[R1]0_389]3XD>W\R
M[Z;PY]_XAM+F=I $&O64^-9^0O1'\]9*G6=;O< M7;7Q!R57@8R)TOL*7)& U/,V6>T@E5C:&O;AYZ-'EJCP9Z07HSY4RTT=;!:KU'<4/V6W)['PT]5S&VXW7]JNI[M?
M#XZ>NY6S*WQ*Q/$Q/EL_#;NR1O28^3#CG:\3\W8():H M /CEBBGBD@GCCFAFC?%-#*QLD4L4C59)')&]%8^-[%5%145%10.;C MZ9OT(/.O0AS-M74[TI:MM6Q]*60V?[8&OY;CN/(R[7TRYJ7*?
&K,!FHL)_S6 M\3J.M9=&NP&PQ?O56O["O:FCMQLFL[\6:+QPV[W[L&7#:D\5>[^S+'HU];1Y M;XUT; Z!UA\"P\[7M>Q=;%P\[%0AB@@M;MJF6Q.4UG8,_<1%6Q M?HVL-&]6HJU'R.?
(OF^FB9WK.SU34S$;6C=DIRSZX-IC-5MP\%]&6SV=WLPS M14E:QC9; MEF1Z-:BHU)]K3:TVGK+?6L5K%8Z0\]Y"TC"\F:!O''&R,DDUWD#3]FTC/QQ) M$LK\+M>%NX+*,C2>*:!9'4;\B)XV/9W]
[53NBHG:=WV8WC:>CE*;)JW6CZ#+ MK^HYZ'#V=4Y/X?V?9'<>;1LNN9.QQCS=QU?KWM?GRE!J6,?!MFC;EK636.W% M5N,MXVS(L2R5,C518:/W,U-O*4[:^&_SA?/C?UO#FK.YC5-
8VGHOXNMY/.Y[M!82WF,!RMMF#HQ?&EJCCY[-?#9'5MDL-\%B:25C'77]F*UBN56K([C.ECREV MC53YPWJ#&V.5+Z)3YZ[IA_2BV3_W7<"CE*?9-Q>+'NZK1.4@#4B]:#]&+RE
MU,:IQKUH3XECRV1VW7]IUW&4Z\E[+1Z%G M,QEW9&K%[6=:F4^$1L1E:PJZ=/DBOW+=)9M1CFT<=>L(<>B8]8DY2]'?Q9C^ MFWE;BEO/W 6"RF1O:([&[3]B7(O&-?/9"UF,]B,3<<<,QO53+J
];ZK7M#R6+Z8>DS*8/D M7)5K-:AM_,^YXW)ZWJTLD3F0Y*/3]1ILM;39B>[Q,AER>/A8YJ*_VS>\:\ZZ M7G]Z>3I;5A+JSV?HCY0]+3UJWN0&S[AK
M&W87:KF=Y0V;$S5()=8TU6X;$8G4Z;8ZD"TFN6"&*BW'^W[5O6+]E7I$.-J6 MX.TOUF6U7ZHW\V]S9^F[R1]0_389M3XD>W\RT:;PY]_XALS\A:1A>3-_WCCC M9&22:
[R!I^S:1GXXDB65^%VO"W<%E&1I/%-_LCJ-^1$\;'L[^]JIW1>$3M.[M1,;QM/1RE-DU;K1]!EU_4<]#A[.]].KZ,OEOT>_6'M/4%QAA-EK]-W+O(M5CE3BGD[5H,E#2XHY
S>;L;+>XRRV:I*K]5V'6=A;)9UZ225BWL4D+Z\LEFK M=97H8MP[-IO&N TSJ[Z;\ERIN^N8FGC9N7>, M-PP^MWMW?3B;7;DMHT/,X-F)QN=LQQ)+;M8_(LJ6)WN6*E6:B,7G;3;SO6>3 MI74[1M:-
Y>M>K/UC;K#](:QG2!Z/7ITV7BK+\H\C38MR2X+"[KN66VZ#+:O@+7 MLHI,AB=GW4J](JFHSZRIZ&_DOE+E6MQQ/A2[)!JT^6(C@M] M&748IF>.OU3N]&?
ZS+S3T9\6ZKT[]1G%#NHKBKC[%UM9T#9<9LS=0Y8TC6\= MX8<=K5ZQD<9F,)O.#P5.-*N/AL)C;E2!K8W7)8HHXF^\FGB\|59VEXQZB:1P MVC>&>O/GK?6(O<>9K%=-/29L.%Y-
RM"]1P^WLZ?;FKJRGGOL4UC&6 MK6XSU9G*YM.6_C(?$UKGR2-\43O%=+S^]/)[MJN7W8YI8>A#]'%S_P"D;ZW] M?ZO^9L5L-G@C1.8)^>N6>7=HQR5Z/,G*V.V_[,TT77G.AJU]DR6T;NJSY^2I
M'\#QV.999+)%9FIPS=,V2N.G#'>V<\..V2_%/3?=TN# W@ #4!]I;)U2< ZIRYG]%Q>1PFK9C+Y':L-D<7A\K;AOW,:MK5,_@9;U M);L"2QQV5F;
]\BQ(Q99?'[KDO3NSL\6QTOWHW90<<\=Z1Q'H.F\7<:ZUC-. MX_X^UK#Z?INK8>-\6-P.N8"C#C<3C*B2OEG?'5IUVM625[Y97=WR.<]SG+YF M9F=YZO41$1M'1YH?'URT?6-OGF.L?
_D>O^A5N#RC@*/K^Z=G\6?I^SIY\6_M[V'/YB:C_J_CR?/50CHT@/6C_1B\I?;CE](OQ%J>2W#CK:]/UO]13,#1FR M&4X_V71,56U? \E:?M]?6N0L= MI^#IQ4]9U7:
<+F\9D,)MS<)3B93K9&.YBYXJ$$3)HKG5EZV?R+R5I%GCOHGZ<K:F9C:D/Y]ZNN6.6\QL6I;C):M[)K>MT<5JV?PV7Y)MY!)LI'RCR#
MF_E,G=JVIELUZS8DL(VXMN&#M3)%K36O2(<;X[5K%K=Z6^+ZN3\S/T\?B5 M]X_=XR>';VG]FBAZJ3\Z#FOT7>6/]:N,39]?#^K'IO$^CH,=3G &F]5'3WS'
MTZ<@>UCU+F3C[8]$REVLQ)+N&?FJ$L.-V+'1NDBC?E-:RR09"JCW>S6Q69XN M[>Z+AK::VBT=8;;5BU9K/27+/RV$ZX?0:=>%>^E6_H'+?%N:R3=0>L#TB/K*O-VJ=*G%6@0<"=)N
M$V7#;1R=1P,][9M8U#$4;TSX-VYAY*MXG!NV[8<=2EE;@->J5\96R&08UZ57 M/A6[5]Q2FGCBGG9SFV343PQRJG_Z,3CNAQ#Z=O@KB;$W+.0Q?%_6+O\ QWC;
M]U8UN7J&E9'>M:IW+:Q1Q1+9LU\8U\GA:UOCG\-/IE_1=;];'()MTO/J6?UGBUO+7VT^DSFO!47/P=! M.B95MXZPQJ7(*J661/J3(B4<=ZY:;3UVYIV2EL5 M]XZ;\EW>#?
6_\'!HF+H=1_2'G;O)&/J4ZN5V/AS>\7#J6T6HX$2[F(-7V^A' MD]/M.G=M),EEVHBJOMV^3$XVTO/[L\G:NJY?>CFP=ZU?3C=;GIA+U;H;Z(^ M!-CXVTWEN9^OY[4M2S,VY MV_DG473PN]TPTQ??
O/.'B^:^7[E(Y2BWZ2[HFG]'SU-OZ9A!W'JSONZV.D366Y[GK#8"#&L-=5/HX]9J],O/'&%OGOB#CV==U4K-9%'VR8*W^]'*7''GMC^[;G"L/)/K@
M_&\6K9!O#_1CN]_=IH)HL5+R3R7@<3JV/M/9VKWLA!J^%S66S$%>1?$^I')1 M=,U/"EB)5\;>4:6?.>3I.JC;E'-[COB#TBWK#'69>Y"V%+>5JRW\3A=ZY2D
MQ.0Q'!G3SQW6MLL1ZIJM:S;LUHL;3R4UG'Z_!;L9C+6II+5F1[I+=YO>9I@ MIM_M+C$9,]M__P!4.EQTQ]_'729P!Q/TX\3T)*&@\1:?CM4PGPCP+?R7?$V.*;.[7G[=K)WY&-8R2[;ELM]:Q6L5CI#V-
R% MI&%Y,T#>..D9))KO(&G[-I&?CB2)97X7:\+=P649&D\4T"R.HWY$3QL>SO[MVJG=%^1.T[OLQO&T]'*4V35NM'T&77]1ST.'LZIR?P_L^R.X\VC9=4IVU_MG"^?&_K>'-6=S&J:QM/1?
Q=;R>=SV"PEO,8#E;;,'1B^-+5"SV:^&R.K;)8 M;X+$TDK&.NO[,5K%T]07& M&$V6OTW3M6@R4-+BCD#-YNQLM[C++9JDJOU78=9V%LEG7I))6+ M>Q2OOKRR6:MUE>AAR1>O#/>B$_-
CFEN*.[*FW29ZW#LVF\:X#3.KOIOR7*F[MZYB:>-FY=XPW##ZW>W=].)M=N2VC0\S@V8G&YVS'$DMNUC\BRI8G>Y8J59J(MQ>=M-O.]9Y.E=3M&UHWEZUZL_6-NL/TAK&=
('H]>G39>*LMS+))I#\QBVXK-06:65Q6N,Q^#Q6N<8T+>.LN2_DD?>L4*L;[,>0HHUTK/M<%:?>O.^ MSY;/;)]VD=?S0<]7T#9_P!''S+QIP%NFR5-FY"RW3]Q[RCR--BW)+@L+NNY M9;;H,MJ^
M>RBDR&)UR/"1566WHBW)(WSHV-LC8V=L=^TB;1TW<G\/IE_1=;];'()LTO8Z./^2%_Z%6YP*&?PI^G[I^#Q8^O[.I<3E%RI?1*?/7= M,/Z46R?^Z[@4+PZ^S3V]9L]'5TY=.G+ECJ
MST;GZIB.5>IO<,IM>S],6S17\WL68RUNTU=LY,T'-8NM8^(-/??E1]JGG/90 M?#7RMQ]R1$;0KZM/DM:.&8Y1YLFHQUK/%$\Y\DX^C#J_]/%IO#]+9>BS*=,\++B/:0V,1K6$V'4=^UVGB<8^-
R6ZM"NVE!(B^W M8UWRP]ZZ>-O9W>1?/8X9Z?N]=MGKU_91KHK];<^/-MLP>F]>'!6N:GK^5F@HVN:.!';$^AK1WGGCBC3L=)D=NX^WBRY;
MFU\A:SKU&*3([%I>WV72Y3*1U636L5D)+4ZM^ R)\$V8,T;<%NODQY\,[\=. MCT#Z/?UH/J(Z5./]:X-ZH>+/W3FE:14BU[7=Z7;K>H MX,Z?=,RME+>2R6=SUZ3)0X*#)RT4FOY7*V[.4RTU>*M!
[5(:5*+O$8\%?]MW M"9R9[?[^-TCL.2\WMQ2W8Z1CKPP@?ZWI_LZ9?THF M_5/R"=M+WY]G'5=R/=YWZHW\V]S9^F[R1]0_38?-3XD>W\R:;PY]_P"(;2YG M:6AUZU/Z/+E=O-^O=?
G&^H9W<.+]HT#!Z3S==U_$6,H_C;:=&;9I8';-I3'U MGS8[3]EU6:K39D)T6M5NXU8IYHUM5(W[-->.'@GJQZG'_"'1BST;>M(]6'3
M'PGQYP;R#PIQCS]@^+=:P^E:GMV3V"9]'WV;4=>QB8K7\;L^6]LV;#YZ_B*5 M>O79=3'UIYZT"?"/;6'/LN]7T];3O$[;O-1:L;3&[JW5'P:QB-5R<>57+7<+@9DEN.V-S%B]AX6)$B^) M?
$]]ERX^SMP[[\FK%D[2O%MMS8(^L!>AYS'I$^,-9YJX QN-?U7*8FUB,7A M[=JKBH^8.-)[LN4L:!/EKLL-&CL.N9.U9OX&6=\5=\MNW6F>U+,W43N@5:?Z1OUC3K/Q-F;%%03TL+'M'A?
C'&8G)8;@+IFXUM9+X;=DM799+TDE^RLBS*R:S;S^?L1,CC1\<,;*?\ MW/!3_;>7#_=,]\;:'1_P"C;I2XVZ).FGB?ICXICE?]?%^N,QC\S<@KP9;; M=CO6)\KM>Z9QM9/8IF-
KV*]9NS,;JQP>V2&/M%&QJ8+VF]IM/5OI6*5BL=(9 M.GEZ'/A];HY8I[+UG].W#]*U\)7BOI\FV;*L8UJ1T,WR MCO.;1]![U[2NM?$.BXZRY.RQI%9C*JY7HW;IH^Y,^LL6IG[\1\GM#U/KC.S
MD>=NLKF-:STIZ?Q+QSQFRXYL;8W6>2-QRFTRUHG/3VLKV1<5,=(D;JV-'.]I MV5\??YJI^[$?,TL?>F?DWSC&V@ M M M M M M M !__1W^ M M M M M M M]+]
M0NOOV/A_>F8YCMAV&1E;NGR9:&'K15HYFK[U_W M?/98]?1X/Y5[8M3;>\5](;M-&U)GUEEX9FD>@NIG7Y,_P.[+[! MGM+&$=0V")B)W_>\=:9\/?W][4AQ<\
[^_P#SSV]RJJ=L$[9(^;CGKOCGY6W36WK-?26+4UVM%O*88;FEE M/NXW'VLMD:&*HQ^VNY.[5Q].)/?+:N3QUZ\:=D5?ERR(GN^D3.T;ST M?8C>=HZKF8G'0XC%8S$UU[U\7CZ>.@54[*L-
M%6B54[KV[LB3Z5)4SO.ZK$ M;1L_0/CZ M ',']9A^=[Y[_C@GZG=/&G*$_4>+/LV8?25&_FWN;/TW> M2/J'Z;#/J]?$CV_F7?3>'/O\ Q#:7,6@_MS']3?3'S_P!/62?62?6A@YFX@Y XZKW;;%?
#B%&O7VN!S5BO=C7 ML[PR0-7LO;LOJL\-HMZ2\VCBK-?6'&TV'7\[INR9S5MCQ]K";JF;R>OYW%6 MNT=W$9W!WY\=E,?8]FYR,M8_(57QO\+E[/8O9?I*G5+ZR[;QQB<3R0YCHDFKUKGT;$$J
M(K)&.=,R5X+S53QVXZ1;S9X'A[_"=?,GHD?1J M<^YNQLO*'1AP;E=CNSI:R.?U[5OM>YO+6D8D?PG-97CNUJE[-3K&U&J^W),Y M6M1._9$[=(RY*])ESG%CMUB'I_2O0-^B-T&W!=P?1+QS?
FKSNLQLW79.3N2: MCI'3Q65;/0Y%WK::JNDD*(D4L;XDC5S$:C'.:OV:-R7KGMOA'V/\ (&I8#&U4MU>E?@NO:JVJ\C9:]FM8BT1DL$\$K$ M>SQ_AC\F:QX>V*FI="/0_H&
[8ODK1.C;I4TKD;"923.87?\ 4NGCB+6]VQ&; MF]M[;,8O:L/J%/.X_*2_")/%8BG9,[QN[N^4O?U-[S&TS.WN\Q2D3O$1O[,J MSR]
"=?//HD_1M]3&PY7;^9>CWA_8MOS\|MO/[;@L5D>.]IS]Z>&6"7(YW8 MN-LGJ.9S.2DCF7O9LSRS^)K'>/Q1QJWW7+DKRB9V<[8L=NU5L]RAF\;K^R]ADL5D^4LYN=S'YB!8D5EV)
M[+;55RI(BN!N'N+.$M0R>K(F(U,S;G:=Y(B*\JQ$0]IGQ]>#<@< M8<:4^/-&Y+USVWPC['^0-2P&Y83V_@='[?XJV+'Y*A[;V;E;XO9^+ MLJH?8F8Z=7R8B>K&*KZ-?T=%&U6NTN@3HIIW:<\-
JI;J]*_!=>U5M5Y&RU[-M;Q%HC)8)X6(YCVJCFN1%145#UVF3\4_F\]GC_#'Y,UCP]OP]EUG6]SP.6U7 M<->P>UZOGJ4V-SFM[+B+B:=P=P=P.:QUA/#/0RV'RE>UC\C2G;Y/BFC>QR>]%'3G' M4Z\IZ)6;?
Z"'T2&\9U-BS71'QG2R"7?A_P 'U#.X+V_AE;[-=7T'==:U ME:7:9?1\ ^6*7MDM)<;\JQ?*FW[EC+T+9FHB1SPR1I'ML 'M^]HWV?R3[.)/67F,.*/*%3)@])K.'QNO:WA\7K^ PM*OCOS93
8CF#C32^2\9@\G9K_!+&1P]#=,+FJN,OSU5]D^:%C)'1_) M553R/L6M7NS,/DUK;O1$OU.*.%N'.!]7?H_!W$W&?#.ER92WG)-0XHT35N.] M7DS5^*K!>S#]?U#%8?
$NREV"E"R6PL/M9&0L1SE1K41,S;G,[R1$5Y1$1#V8 M?'T ,6>1^AGHFYBW/,\C\N='G2SRGR'L7Q=]D&^-L5>M6KQ-9%!!!$Q&L8U$:UJ(B(B M(>7I_N6**>*2">...&:-\4T,K&R12Q2-
5DDW[HIXC9E\Q/9MY2_H+=HX@FO7+D\5FW>L?:CV+1F27[5B'QR3]O M:O>^15+I&7)'29]LFQX1TR/5)5J6H5E:B(Q(U$3Y;)>W*TSL^UQTKSK M$;LD>8.GK@+J%QF'PG/W!W#_
#CAM>OS93 8CF#C32^2\9@\G9K_2QD'\Q=.'3QU$5<%2Z@.!N&.B)>1\7<0<3<'ZG!H7"O%_'?$&BU;MW)5M+XNTG6N/\ 4Z^1R4B39&_!KFIX MS$X>*[?
F:CYY6PH^5R=W*JB9F9WF=Y(B(C:.4/8A\?7X>S:SK>ZZWL.F[EKV M#VW4 MP>6UG:M5V;$T,]K>S:WGJ%C%C%9S7MAP>5KVL7FL'FL7:EK6ZEF*2O9K MR/CD8YCE173G'4Z\IZ/1/%'1KT@\#
[0_>.#NE3IMX9W23%V\')M_%'!O&'> MT286_+5GO8=^P:AJ^'RSL7=GI0OEKK-[*1\+%UN4S,P\Q2M><1$ M2R2/+T]\V=/?!?4EJ##]!Y_XBX[YCTYTJV8L!R+J6%VJC1NJSP)D<4F6J69<
M/E(VIV9:JNAL,_BO0^Q:U9WK.TODUK:-K1O"<57T!WHAZF?=LD711HC\B[V7 M>M:W/ER[@/WF=]AGAU2[R%8U=O>214?VII[2/LQW=C4:G3MLO3=S['%Z*=\6 M<1<5<';CN.^&>
]&XIT/$NDDQVG<>:KA/UNI/.C$LVH\/@*5"BMVVL;733 MJQ9IG)XGN<[S.5VEN\TM4@V=NQY.U>GEL7DM?"9I)GN>]RO.^V MV\[>[YP4B=]HW]F3IY>F/G+_
$E=*G4'FL9LO/G3+T^*1D7M97O\ #XG*J^HM:O=F8>9K M6W>B)>VM)T?2N-=4P6A\R>:GF9F9WGJ^Q$1&'E(?7AN_P#'7'_*^HYG0.4= M'U'D?1=BK+3S^F[UKF'VS5L U45_P?
*X'.T[^+OPHY$5&RQ.1'(BIYHBGV)F M)WCJ^3$3&T]LJ$MMMA] EZ(G9\['L62Z)] K7XIY++:^O;=ROJ."626NRLYLFKZ MGO\ A=:FKI'&BMB?4=$R3O(UJ/DG"7?\ 9O\ :0_9%LKHIMCV+X.Y?
WKX;:L>R:B(SPHB M(GBUK6[T[O=:UKW8B'P8B99+G MEZ ,/NHST?O11U;VTRO4;TR<0\J["VLRDW<,]J=*MO3*4<'P>&C'OF%^*]RC
MI01(B1PMO)'&K45K45J*GJM[U[LS#Q:E+=Z(EB1JWH%_1%Z?EWYO$]$W'MNZ M^^_(K#M.T\I;QB$L2-:UT;-?W7?=@P,=!$:GAJMK)5:O=4C1555]]MEGS>8P MXH\E3-
'T+1>,=7Q6D<;:7]?'NEX*!*N#U#1]:5L5@,#3H8K'0(MO\2&%C?Y#E,S/.>KI1;1T>6!]/!N0.,..6,)]C/*?'FCSU4 MNTR?BG\WGL\?X8_)FL>'M^'LNLZWN>!RVJ[AKV#VO5\I2FQNW\,K?
9KJ^@[KK6LK2[3+_N9:GP;NC5\'=K53K&;+ M'FY3AQ3Y,U.G+HPZ4>D7&W<7TTT]/_%W#3,I!'5S.3TS5.SM6PP5Y6HZ-EVY.V-WFU$555?%KVMWIW>ZTK7NQ$/M\L='''2'SUL\.
[Y51>U>43,032MN:QFR\^= M,O3YS?L>$Q?Q'AL_R_PQQQR5FL1A?A=B_P#$^,RNYZWFKU#%_#K*1D7 MM97O\/B9F9G>>K[1;1T>4
MA]?!:JU;U6S2NUH+E*Y!-5MU+4,=BK:JV(W16*UFO*U\4\$\3U:]CD5KFJJ* MBHH&,'''0ST3<.[GAN1^(^CSI9XLY#UWXQ^Q_?...GWB71]SP7QOBKV"RWQ-
MM&LZCB\YC/C/!Y2S3L>PG9[:I8EA?XHY'M7U-[S&TS,Q[O,4I$[Q$1/LRF/+ MTQ4U+H1Z'] W;%\E:)T;=*FE[8C-S>V]MF,7M6'U" MGG8I2)WB(W]F59Y>@#'7ESH_Z2
M^H#9*.Y<\]+O3KS;M^,P=;6<;M7+G"?&G).R8_6Z5_)Y6GKU',EK.9RE3!U M,GF;EF*I'*VO'8MS2-8CY7]]U%U%K5Y5F8AYFM;<[1$SZAIVH\?:O@@=-T'T+5M'M'6YN.5]
(3Z=;9M%Y5S>2HZINO71J72/BUL2O@=I_$ MFO_&/X1QK*-5Z4FX>1,/%-E+,*>!6Y&Y8D>]TKY)74:?U6/8]$*MPZ=-I;AS4]8XTVWG#(@ZCRCJ6JXZG@@\
M'MN1T^CJV4PV_P!+7\;!6QV/SC(/1+\/U]HRL^?7^P7=^6M#UR>V]\UJKJV*W:D3\3BI*$ MCWR308EC/Z ^J M++W-CYVZ2^%-[VO(R.ER6Z2:A4UW>Q,]_\]:X]/\$]
MR_QG=_=QC);7Q5K]&A3DNV$C199W,=-*Y.[MW.7S.!N'N+.$M0R>K(F(U,S;G:=Y(B*\JQ$0]IGQ]? M'+%%%/%)!/"_#-&^*:&5C9(Z.\.ZB=\F2UUJXHTWE*_&'L)MYSKNE]T5VC<<1] MSYW;NA[H_P!J$ \@CUIQ%=Z2K3

*(W"/2W]MR/+5^+=32GG=A9!\^RC=L[D;VS[WLR1,3VT4&;Vl,W)Z\4BO??M]NBA\2I&A@O;CM-F^E8I6*PR\/+T M_=_UCWTB='HYZ*LUPCH^P_]=0'5EC,QQYK5?'VF)EM3XKF9%3Y4W]PV M*5EK'MNX2X[!8R=%CE6_DG6*[G+1F1O?!CX[[SW8<,^3@IM'>ESM>EC[UW$]MUZBN'>F[C2]ZSN/.&\X24,?,L3YJV&H69'6MBVG).B1T[873:],]V\K>8_XKT7B?1-5X\U M*BY6OE@P&H82E@L8MJ9K6?";TM6BU)B9R>,.9SI'=W.55ES,S.\]95(B(C:._MD/9))?0 M M M M M M M M__T]_@ M M M M M M M M M 'H7GSAR'E;6V/QR00;=@F MS38.U*K8V7(Y/"ZSA[Z-=)WI8UR>Y4*$3#QO'1/F)B M=IZOIA\ ! 4155$1.ZKYD<$;.]AF.H:UK=)|$YVH\C;C8K6)L+VNDS6SK#%[K%E,C"[P^!41\$"]UWRI'M;BSY>+[E>[^[=@5VEU?0-=2-' KL9@;U\[!)O9Q/O7![%R5J36).]*E(.I M7AA-O>;VXI;GWJO?HN\CPEQMD/2\UZY)C^1^;)93!\ 83*0R1WM7X5RVP M0!5SU>%'MM,G;VBJ9FLBL^&UVHB-9(BI-$G;PN5]*QW7'FMCY=:N.7#7)SZ M63;W[B^>[$C-CPDZ8])%9IC:"/NX2RGB\+'O1L1*$VZYXL5AL,RI_$Z-FB_M2EX^(-DCSO3O1R>LCVY@_#R[4M#V_>KK:&J8#(0PW2S=N4M>Y(_MXQVK:^^N6M=YHZ]D-M9? 9T.3.WGWED9W^CNO0%\VO6D;VG9[K2UYVK&ZAG#73#AM&=FJ[!N,E78MJA5-MLU.JQBR8/!SM5%CFKLG8Q^1R$*IW;-(QK(G>,&>-K9%QY<\W^[7E5LQ8(1]Z MW.S*\SM #'KF/I[UOE%K\M2DCU_<(XD:S+Q0^.IDVQHOL]^ M;JL5]S=D^2VPSM/&WMW]HUK6)VQ9K8^76KCEPUR<^EDW]ZX]WKC]S)#L_^"M5 MZB2)'#F:K'V\),\7X'L,E&SV*/>B^4NSVY M@ #$;3..MSW^XE/5,1=2RG9Z,GN-8D&,]^RJMS)6%CI5U1JJT:K_&CT3Y+7 M+Y\FUZTC>TO=.6O.U842X9Z;L'QY)6V*)9:^Q;?&B25W-C5;_=KRJVXL$4^J,G9E"<'< #X MIX(,,U:S#%8KV(1()X)XV2PSPRL6.6&.*1';DBD8Y6N.Y%1R+V4#!#EOI)D MDFLY[BWV?.17S6-0MVE&Q(QR^;OB._9>D:,_<,DQ-9VGE+\H^O@]]\,=.O((4L%F2A+K&O.=&Z7-YNM-_Z M.:!_FK\5CGI%.R,E9YM_/I52OCCC#5.+\,F)UNG MVFG1C\GE[7AERF6G8WLDEN=&M1L4?=?9PQHV*/NJHWQ.PSP]@ M YL_3 M=Y(^H?IL,^\2/,^9=]:X<^_\0VES.T@_U8O M6!?0>V>LK$W^L/I2URFG5%&"]GR5\QGC]F:JC]$U3!TXHL;9Q:L>RO)RQ]>._MK+7IH]GM,YCVQTED]M5I1OT8/[U>]^{0!XUV+Y8Z=N4M>Y(_MXQVK:^^N6M-'BI>X,QJN8A8M-M8]XFHJN9 V5726[LS6^).]"C$C[-R?LJ=VQM7PHO=W9O=4]5I:\[5C>7FUZT-MC>T[0PBW7K,R]B2:KH.NUL=517-9EMA_W;?D9W^3)#C*LS*5)_E[I),2*B^Y M%]V]NFC^^?R9;ZF?(Y?:CUEN=^7\U(:^2WO^? KJ]%3PXFQ'(@HVI^)C,+%0:W MLB>_\+^7W]^T8L<=(AQG+DGSE^\'RSRE$]LC>1]Z5S?:$DVO.S,?NG;Y44MY M\,T]_I13[V>A,?D\]ID_%/YO8FNJ4/,& D9[?/5MBJL5%6IL&.K6$=_7=[M-^M M^)KW3\U>==>V2.1K7QR,_<,N8V:ZL:S>T9C<961LN3RD$J*ZC75[$5&>)OCD>YD4?B3Q. M3NB+[I2V2=JO%[UQQBV9DCJ5Y"WN:Q5QUZ/4=>>YS8L7A+,D-R>%55$3)9B M-(,EESF+Y>R-88'(O98U]YM(@I3KSEBOGO?E'*K'A55RJYRJKE55557N]]OF-M]]^,JGO9P?P.!Y'K>W,/I]YN1UC.9+"6T5%<^A9?%'.B>:1VJ_=,UR'NGFR M5CV+^(^6K6T;6C>']MK5C>[L2SPXBZL<6:EJZ_R6VIB,C*L<%7:*[?89>U(O MC4R\"N5N*FD=V[S,7X+W55QR M.:Y$'Q=5/WZY=F,%XE159#$WSDL69?"],BC:Z21?)K57R/M:S=-J\Y?)M%8WMR MAA5O?65'%)/1X[P#++#6.?&W/,&DK8I43NWVM3#5I89T:Y?E1NGF8[MV\<2>. M)JIIO.\ DRWU/E2/S8VYKJ%YBSDCG3[ODZ,:] !!A65<+'$U?XK9,;!7LO1/ MH5\CW)^,[QAQQY.$YLD^;Q9O*W*+7-+,L^JO=%[IXF.R#FN3\ M:*BHIZ[/'^&/R>>TR?BG\WF^ ZD^8L!)&j;7)F* [:(KZF?IU,G'V_BR6WQ1 MY1K?/^)89W_Y]V\6P8Y\MO9[C/DCSW4Q2!KS$)96O=2O\2?<_MKD7;\W4I+1ZWAAC54\;VHO<]TI:\'5AXO>M(WM+'"+<^LG9KTLM;.M1L%1P +NYL>1S#4RF6D;Y>"1M9CV8RD[W!V.2TGXG&JNFK'?G>66VIM/OB5,7>7!L155%^3'A6X^-B=T]R(B=O+W'6.6./*\&_9)MIS=B/S\OE16+LL3O^_JGWL\?X8_)\[3)^*?S>S=9ZJ.6\!+&E[*T=HIM((ZKG"]C4H7O;= MOU4\E\6T^,>G*72NHR1UYPR^XVZI-%:6OBZUVF9Z=$8H>0N.Y9\9%*:BA5S),1AY MX?8TY6KV6+*91?:UZ4C514=&OLTI%"C1%G,'@O?GTjXV,U*T=6/* MN=DD9B+,.U.D[NC(<31AM6UC_%-?RK;CUD[_.;%D'E]*O[Z;Z?"7G+:,49-M)ZJ;/+W*EN59I>1MU:]W?NE;9.YKY:Q?XU[!Q8Y_M@C+DC^Z7O+3^L7=L7+%#N.*QFT4?DMEM5(VX7; (B^3I4=78_M%S>%%[^S2O%XNW:QM[!TXVTU9[O*76NIM'>C>&.G'G+>C\G572ZSE8&]!&V2 MYA+!&]9BDU>R*Z2HKWMGA:Y4198'RO[HBN[^1EOCO3O1R;J9*9.[U>RSPZ M /9'}8_$4;63RMVKCL=2B=/;O79XZU6M"WWR33S.9'&U%5$ M\U\U7L(B9G:.KY.O$;ST8<;_.8F#ODMC"\?X?[(+$2]O.YE .;TL,KT7S?6H M1K%DKT7T=WN]^? FGB3LJZ[:.9YWG9FOJ8CE3FQ=SO4AS%GGO\>WV.5 YWB95 MP56GBF1?!\LLP0 &+V-R/G>=XP8H\G"V?)/GM[("EY6Y0555>2-\[JJO:;]M@:GC^)K<@C43^1$[(>^SQ_AC\GCM.GXI- Y;A.HCF+!R,=#NN0R$:?AU\W%4 MS,_?POEOUYK;$[_2R1COH[]O(\SAQ3Y/49LD>:),0^L]I8EAH\BX%N/\ M&YC%$VNMFG]1^)?"LES#V)9KD<3$^4YT$[U_BQ?0<+Z;SI/YN]:3'2\?DS2 MPF=PVRXVME.!DZ>7Q=MOB@NT9V3P/>3Y*BJL.Cl8^/H #P3>N2M.XXQZ7IKS$>)96O=2O\2?<_MKD7;\W4I+1ZWAAC54\;VHO<]TI:\'5AXO>M(WM+'"+<^LG9KTLM;.M1L%1P +NYL>1S#4RF6D;Y>"1M9CV8RD[W!V.2TGXG&JNFK'?G>66VIM/OB5,7>7!L155%^3'A6X^-B=T]R(B=O+W'6.6./*\&_9)MIS=B/S\OE16+LL3O^_JGWL\?X8_)\[3)^*?*

*(W"/2W]MR/+5^+=32GG=A9!\^RC=L[D;VS[WLR1,3VT4&;Vl,W)Z\4BO??M]NBA\2I&A@O;CM-F^E8I6*PR\/+T M_=_UCWTB='HYZ*LUPCH^P_]=0'5EC,QQYK5?'VF)EM3XKF9%3Y4W]PV M*5EK'MNX2X[!8R=%CE6_DG6*[G+1F1O?!CX[[SW8<,^3@IM'>ESM>EC[UW$]MUZBN'>F[C2]ZSN/.&\X24,?,L3YJV&H69'6MBVG).B1T[8731:],]V\K>8_XKT7B?1-5X\U M*BY6OE@P&H82E@L8MJ9K6?";TM6BU)B9R>,.9SI'=W.55ES,S.\]95(B(C:._MD/9))?0 M M M M M M M M__T]_@ M M M M M M M M M 'H7GSAR'E;6V/QR00;=@F MS38.U*K8V7(Y/"ZSA[Z-=)WI8UR>Y4*$3#QO'1/F)B M=IZOIA\ ! 4155$1.ZKYD<$;.]AF.H:UK=)|$YVH\C;C8K6)L+VNDS6SK#%[K%E,C"[P^!41\$"]UWRI'M;BSY>+[E>[^[=@5VEU?0-=2-' KL9@;U\[!)O9Q/O7![%R5J36).]*E(.I M7AA-O>;VXI;GWJO?HN\CPEQMD/2\UZY)C^1^;)93!\ 83*0R1WM7X5RVP M0!5SU>%'MM,G;VBJ9FLBL^&UVHB-9(BI-$G;PN5]*QW7'FMCY=:N.7#7)SZ M63;W[B^>[$C-CPDZ8])%9IC:"/NX2RGB\+'O1L1*$VZYXL5AL,RI_$Z-FB_M2EX^(-DCSO3O1R>LCVY@_#R[4M#V_>KK:&J8#(0PW2S=N4M>Y(_MXQVK:^^N6M=YHZ]D-M9? 9T.3.WGWED9W^CNO0%\VO6D;VG9[K2UYVK&ZAG#73#AM&=FJ[!N,E78MJA5-MLU.JQBR8/!SM5%CFKLG8Q^1R$*IW;-(QK(G>,&>-K9%QY<\W^[7E5LQ8(1]Z MW.S*\SM #'KF/I[UOE%K\M2DCU_<(XD:S+Q0^.IDVQHOL]^ M;JL5]S=D^2VPSM/&WMW]HUK6)VQ9K8^76KCEPUR<^EDW]ZX]WKC]S)#L_^"M5 MZB2)'#F:K'V\),\7X'L,E&SV*/>B^4NSVY M@ #$;3..MSW^XE/5,1=2RG9Z,GN-8D&,]^RJMS)6%CI5U1JJT:K_&CT3Y+7 M+Y\FUZTC>TO=.6O.U842X9Z;L'QY)6V*)9:^Q;?&B25W-C5;_=KRJVXL$4^J,G9E"<'< #X MIX(,,U:S#%8KV(1()X)XV2PSPRL6.6&.*1';DBD8Y6N.Y%1R+V4#!#EOI)D MDFLY[BWV?.17S6-0MVE&Q(QR^;OB._9>D:,_<,DQ-9VGE+\H^O@]]\,=.O((4L%F2A+K&O.=&Z7-YNM-_Z M.:!_FK\5CGI%.R,E9YM_/I52OCCC#5.+\,F)UNG MVFG1C\GE[7AERF6G8WLDEN=&M1L4?=?9PQHV*/NJHWQ.PSP]@ M YL_3 M=Y(^H?IL,^\2/,^9=]:X<^_\0VES.T@_U8O M6!?0>V>LK$W^L/I2URFG5%&"]GR5\QGC]F:JC]$U3!TXHL;9Q:L>RO)RQ]>._MK+7IH]GM,YCVQTED]M5I1OT8/[U>]^{0!XUV+Y8Z=N4M>Y(_MXQVK:^^N6M-'BI>X,QJN8A8M-M8]XFHJN9 V5726[LS6^).]"C$C[-R?LJ=VQM7PHO=W9O=4]5I:\[5C>7FUZT-MC>T[0PBW7K,R]B2:KH.NUL=517-9EMA_W;?D9W^3)#C*LS*5)_E[I),2*B^Y M%]V]NFC^^?R9;ZF?(Y?:CUEN=^7\U(:^2WO^? KJ]%3PXFQ'(@HVI^)C,+%0:W MLB>_\+^7W]^T8L<=(AQG+DGSE^\'RSRE$]LC>1]Z5S?:$DVO.S,?NG;Y44MY M\,T]_I13[V>A,?D\]ID_%/YO8FNJ4/,& D9[?/5MBJL5%6IL&.K6$=_7=[M-^M M^)KW3\U>==>V2.1K7QR,_<,N8V:ZL:S>T9C<961LN3RD$J*ZC75[$5&>)OCD>YD4?B3Q. M3NB+[I2V2=JO%[UQQBV9DCJ5Y"WN:Q5QUZ/4=>>YS8L7A+,D-R>%55$3)9B M-(,EESF+Y>R-88'(O98U]YM(@I3KSEBOGO?E'*K'A55RJYRJKE55557N]]OF-M]]^,JGO9P?P.!Y'K>W,/I]YN1UC.9+"6T5%<^A9?%'.B>:1VJ_=,UR'NGFR M5CV+^(^6K6T;6C>']MK5C>[L2SPXBZL<6:EJZ_R6VIB,C*L<%7:*[?89>U(O MC4R\"N5N*FD=V[S,7X+W55QR M.:Y$'Q=5/WZY=F,%XE159#$WSDL69?"],BC:Z21?)K57R/M:S=-J\Y?)M%8WMR MAA5O?65'%)/1X[P#++#6.?&W/,&DK8I43NWVM3#5I89T:Y?E1NGF8[MV\<2>. M)JIIO.\ DRWU/E2/S8VYKJ%YBSDCG3[ODZ,:] !!A65<+'$U?XK9,;!7LO1/ MH5\CW)^,[QAQQY.$YLD^;Q9O*W*+7-+,L^JO=%[IXF.R#FN3\ M:*BHIZ[/'^&/R>>TR?BG\WF^ ZD^8L!)&j;7)F* [:(KZF?IU,G'V_BR6WQ1 MY1K?/^)89W_Y]V\6P8Y\MO9[C/DCSW4Q2!KS$)96O=2O\2?<_MKD7;\W4I+1ZWAAC54\;VHO<]TI:\'5AXO>M(WM+'"+<^LG9KTLM;.M1L%1P +NYL>1S#4RF6D;Y>"1M9CV8RD[W!V.2TGXG&JNFK'?G>66VIM/OB5,7>7!L155%^3'A6X^-B=T]R(B=O+W'6.6./*\&_9)MIS=B/S\OE16+LL3O^_JGWL\?X8_)\[3)^*?S>S=9ZJ.6\!+&E[*T=HIM((ZKG"]C4H7O;= MOU4\E\6T^,>G*72NHR1UYPR^XVZI-%:6OBZUVF9Z=$8H>0N.Y9\9%*:BA5S),1AY MX?8TY6KV6+*91?:UZ4C514=&OLTI%"C1%G,'@O?GTjXV,U*T=6/* MN=DD9B+,.U.D[NC(<31AM6UC_%-?RK;CUD[_.;%D'E]*O[Z;Z?"7G+:,49-M)ZJ;/+W*EN59I>1MU:]W?NE;9.YKY:Q?XU[!Q8Y_M@C+DC^Z7O+3^L7=L7+%#N.*QFT4?DMEM5(VX7; (B^3I4=78_M%S>%%[^S2O%XNW:QM[!TXVTU9[O*76NIM'>C>&.G'G+>C\G572ZSE8&]!&V2 MYA+!&]9BDU>R*Z2HKWMGA:Y4198'RO[HBN[^1EOCO3O1R;J9*9.[U>RSPZ M /9'}8_$4;63RMVKCL=2B=/;O79XZU6M"WWR33S.9'&U%5$ M\U\U7L(B9G:.KY.O$;ST8<;_.8F#ODMC"\?X?[(+$2]O.YE .;TL,KT7S?6H M1K%DKT7T=WN]^? FGB3LJZ[:.9YWG9FOJ8CE3FQ=SO4AS%GGO\>WV.5 YWB95 MP56GBF1?!\LLP0 &+V-R/G>=XP8H\G"V?)/GM[("EY6Y0555>2-\[JJO:;]M@:GC^)K<@C43^1$[(>^SQ_AC\GCM.GXI- Y;A.HCF+!R,=#NN0R$:?AU\W%4 MS,_?POEOUYK;$[_2R1COH[]O(\SAQ3Y/49LD>:),0^L]I8EAH\BX%N/\ M&YC%$VNMFG]1^)?"LES#V)9KD<3$^4YT$[U_BQ?0<+Z;SI/YN]:3'2\?DS2 MPF=PVRXVME.!DZ>7Q=MOB@NT9V3P/>3Y*BJL.Cl8^/H #P3>N2M.XXQZ7IKS$)96O=2O\2?<_MKD7;\W4I+1ZWAAC54\;VHO<]TI:\'5AXO>M(WM+'"+<^LG9KTLM;.M1L%1P +NYL>1S#4RF6D;Y>"1M9CV8RD[W!V.2TGXG&JNFK'?G>66VIM/OB5,7>7!L155%^3'A6X^-B=T]R(B=O+W'6.6./*\&_9)MIS=B/S\OE16+LL3O^_JGWL\?X8_)\[3)^*?*

S>SM:ZJ>6\#)&V]E*&T4V=D6MG,=![3P>?B_&IC[JR+W\G2/E1%1/)4 M\E\6T^.>G*72NHR1UYPS XVZHM%WB:#%9IKM-STZMCA@R=F.;#W)G*C615,Q MX*[&32.7R98CA[JJ-:Y[E[&:^"].
<IWF'/OD]EL,. K/552IK^/JTVL15[HC+MEMS*IX4\ MO^;CS^DT5P8X\MY^;-;/DGSV]GKV3ECE&1[I'N8,+(R2KON=L^!$;X,O+#G8WM\D5'M MS,-
[NJHGX7D]/>BHOF>9PXY\H>HS9(\Y9$Z1UF9"*2*IR!KL%NNOA8[,:VBU M[<:=T19+&*N3OKV57NJN6*:!$[>3%.-M-']D_F[4U,_WQ^3-O4]SUC><5'FM M5S%3+T'JC)'0.K-
V\2U[U25L=JE81J]_!*QCE:J*G=%15RVK:D[6C:6JM MJWC>L[P\G/+T #F M#^LP_.]\]_F1P3]3NGE#3^%"?J/%GV;,/JC?S;W-GZ;O)'U#]-AGU/B1[?S+ MOIO#GW_B&TN9VD M
#X+5JM2KS6[MB"I4K1OFL6K4T=>O7AC3Q/EFFE1] M[17N5RHS;<]&U%^SQ_AC\GCM,GXI_-Y'AN?^8<& M]CJV]9BVUGA[Q9ET&<9(U&M;X7NRT-R7Y36^:HY'=^Z]^ZJIYG#CGRAZC-DC
MSEDAHW67+[2&GR'KT7LG*UCLWK:/:Z/WI[2SA[DTOM47NBO=%.U4[+X8U[HB M<+Z;SI/YN]-3^./R9L:UM.O;ABH+V4J-:]U>S"[PSU+ M4;7HKHI6LD;W3NB=T,MJVK.UHVEJK:+1O6=X?
OGQ] M M M ,: M>2>J'0]'DL8S#JNY9^!7QRUL78CCQ-.9ODL=W,^">)TC'>2LKLG_.>4.%\]*G*'K&?EOE.Q(LLG(V[M<[WI!M&:JQ__M\4-:Y%$W_B:A[[/'^&/R>.TR?BG\WZ.+YOYF=9.TT)
(:V[X.AGZ?R6R9'$HF*R[4_MC3/KJLF,MN3Z&-;53_GHXVTU9[D[2[5U-H[\;PS=T+DO3N2<V6]+4G:S52];QO5YZ>'L M M M M M M ?_]#?X M M M M M M /3O,G,&&XEU]+<[8\AL.2;+%@,)
[3PK9F8G9]VXK522'&5'.3VCD^4]R MHQO955S>N+'.2?\ %RRY(QUW\TH=PW/8][S=G8-FR,N0OV%5&(Y?!6IU_$JQ MTZ%9%]G5J0]_DL;[U[NUMC*9.9KO@F/K]^_9TKFJY[NR^SB:YZHJ-4]TI-
[<,/%[Q2O%*/N[[M MG^0=BO;+L5MUBY;DE3'4TYSEHT MI%*\->B=>\WMQ6ZO$3T\ 9Q=,/.UFI7/A_OKU\VO!EY]G;IY*#F-L M !X%R/R'@>,M9M[)G9/&C/WC'8V*2-ES+9!Z+
[&E51_P"/LKI']E2*)KGJ MB]D1?=*3DMPP\7O%*\4I+\C\G;3R?FG9?8K?[Q$KVXS#UG2,Q>)@=V18ZD#G MN[RR(U%EEY&T\BQJ=_HCF1/#(GX+VQ65K,LU9XU\^R^4D,S/-T-JM*BQRQN[.CD:K5
M1%12?:LUGAGJH5M%HXHZ/W#X^@ ? M%//!5@FM69HZ]:M%)/8GF>V.&""%BR2S2R/5&QQQQM57.541$3N!,GGOJ)R& M\VK6K:=;LX_2X7/@M6HO'7M[.]J^%\LZ]FSP8?R7V=?
Y*RHOCE3NK8X]V'#% M/O6[W[,.;--_NU[O[L430S \AUC:M@TW,5<]K63LXK)U'=V3UW)X98^Z M*^O:@>CH+=27PIXXI&N8Y/>GXOEJUM&UNCU6UJSO7JJWPKS/B>6L(Y5;'CMJ
MQ<429W#HYW@^5\AN2QJO572XVS(GN55?]?__OW8]_+BG'/^*ABRQDC_)[M M.3J #T1SAS;B^)\0E>ND.1W#*5WNPV)3LY;*W7^.> MW:?XG=NZ^"&&-J-AK5847M'%&UD<;?)K43R*%:Q6-
J]&"UIM.]NK\,^O(M ,N^ >HV[I]BIJ.\W9[VHR^SK8[)SJZ>UK+N_AB:Y_RIK&%\T:Z-5R6*5C9(Y(W-?')&[J.8]CVJ MK7L>U45%1>RH86Y_L_)^]0G4C9GLWM%X[R#ZU2N^6GG]FIR>&
M>Y,QRQS8["V6+XH:<3D5LMEBHZ9WE&J1HKI-F'!_??\ )CS9_P"RGYL&5555 M55>ZKYJJ^:JJ_2IJ9'\ 'Z&+RN2P>0JY7#WK6-R5&5L]2[2F?7LP2M]SH MY8U:Y.Z*J*GNZ*J*F(F-
IZ/L3,3O'53SI_Y\@Y+J_8WL:UZ>[8^LCT< MSM%!L=2%G[]?JQ(UK(+T*)XK$#?D]E]I&G@\;(\&;#V?WJ]W]F_#F[3[MN]^ M_P#M_M\LG3@[@ \=VO:<+I> R.R[!;;3Q>,@669_R5EF>OR8:E M6)7-
]O;M2JC(F(J>)[D\T3NJ?:UFT\,=7FUHK'%/1)SESFC9>5\JYUN1^-UN MI,]V(UV"5WP>%J*Y([=]R=DO9 \:_*DFSHY]E\92V.=XZ*T\?[[@>1]:I;-@)O%7L(L5NG* MZ ;F+OQM:MC'WHXW.2.>+Q(J+
[GQN:]O=KD59UZ32W#*C2\7KQ5Z/-3R] M]!)T;LMDV1O;*E1LC'-MB8BM=/(U414:U[F]<6*UY:WG=AR5G*Y6Z_QV+=I M_B10K6*QM7HP6M-IWMU?B'UY !E]P
M%U&WM3LTM0WF[+>U.9T=7'Y:R]TMO6W.5K(FRRN57SX1ON[J[?-GR$5BY M\V"+1Q4[W[M.'/-?NW[O[*41R1S1LEB>R6*5C9(Y(W-?')&[J.8]CVJK7L>U M45%1>RH86Y_L ?2R.1H8BA>B6/-
_4!FN3;EC"X:2QB-'KS*V"BUSH;>;2 M-S?9W,TK'JCF*]GCBK)^]Q]T5WC>B.3?BPQCYSSNP9=EX^S<&?UC(/I7(O"V>%WBDI9"LCT<^ED:OB:VS5D[>:=T6-
<3*T4;2R]%8Z^>PCY6OFQ]M[/$V6)?)\V M.M^%RP2]D\7ASV.1)^3'..VT]%#'DC)7>.KVN4-/X4)^H\6?9 MLP^J_-O>B M4O,_.^PRR&:=&Y6V+;VJBMB[NA@]S?$[
MQ2.H8L,8XWGG9/RY9R3MTJ]"G5Q !YWQ_R+M'&N;CS>LWG0N56-OXZ97R M8S*UFJO>MD*J/:V5J(Y?]%;)$J]V.:OF>;TK>-K/=+VI.]59^+^3PKE@L0N;6S&
(F>UUO$9#P(]T$BHC?;5I4[N@F1$;*SZ&O:]C)V3';';:5'' MDKDKO#V.>'L M M M '^7O;&USWN:QC&J][WJC6L:U.[G.QJU59/%7F8J+7P;U[HB-7Q6 M6IW*@8[*8^_?!!D($5(_C;%M>YSUKN>J)-
%W5T#W(BJK7,< MN#+BG'.\=V6_%EC)&T]YD <78 M M M M M M_]'?X M M M M M M ?EYO,X_7L/D\[E9DKXW$4;61NS+V565ZD M+II/ U53VDKFL[,:GF]RHB>:H?
8B;3M'67R9B(WGHC+R1OF5Y(V[*;3E'.;\ M*E6+'4O$KHL9BH'.;1H1)^#^]1+WD;VXI>"'I MX 9X=(G*DOMY^+LU:5\3X[.1U)\SU5T4D:/LY7#1]^_>.2/QVXF^2, M5DWO\343)]^_3TX:
<7G+!J+\5^&. MD,73NS@ A ;'OB>R2-[HY(W-?'(QRL>Q[%\37L%SZIX?$[*8]L:.M.:WLC79&I)%85$1&M=*K43L MA-RTX+S$=%+%?CI$^;W 1=:Q#YL;K-5?
&V/X$Q_:7).B\;L3T2*E+&JKV9%E51M>1$1>\BQ.\D:Y5S MZC'Q5XH[T?LTZ?)PVX)[L_NIR86X M #!OJZY5EHUZ_&.#M.CGOP1W]KFA?X7LH/5'X_#JY/E_^&JWV\[>[56)(V^;
M)'(:M/CW_P!TGZ,FIR;?[G'U3Z-C& \NT;<\QH&T8K:<)*K+>.G1TL M"O5L.0I2=FW,=:3LY'5[D'=J^2JQW9[>SVM5/-ZQ>O#/1ZI::6XHZK.ZQL>-_MV[7L/LN(D67'9JC!>K*
[P^TC25O[Y7G1JN:RS5F1T4K45?#(Q4^@F6K-;36> ML*E;1:L6CI+]X^/H \;W':<;I.L9K:LNY4HX6E):DC:YK9+,O=(Z MM*%7?)^$7;4C(H^_EXWIW\CU6LVM%8ZR\VM%:S:>D(P[AM>7W?
9,MM&0 %%>DCE67-8RQQMF["RW\#5^&:W/*]SGV,(Q[8[&-5SU[J[$R2,6 M%.ZK\'?X41&P^>/48]IXXZ3U;=/DWC@GK'1FH96H ,7.J/E2;1M M2BUK"V5@V/;X[$'MX7JVQC,'%X8[]N-S'(^"Q<=
(D$+O)419'-5'1HJ=\&/C MMQ3W8<,^3@KPQWI2Y-Z>_3P^7R6-RN/S6(MRTU5;J*BJBIB)C:>C[S[QU65XNWVGR3I.&VJLUD,]J M):V5IL=XDH9BIVCOU?-5L6>P3P]@ M !+?J?Y5EW;
<)=6Q=E5UC4+,]1J1N_>LEG8U=!D;[U:JMEBJN:M>NO MFB-:][5[2JB;\&/AKQ3WI8,^3BMPQW88O'=G >]NG_)4FXRW:LMVR MYFJY^2#';%"YSO8P,<]6T\RC4[]I<5-*KG*B*KJ[I&HG=R*G+-
C[2O+O1T=L M.3L[<^[/57)%14145%14[HJ>:*B_2G\A.47] /&=RVK':3J^;VK M*K_N+"T9;;HD>C'VI_*.I2BD(O[;M.8W78LKL^=L?",EEK+IYE3ND4$:(D=:I68JJL=6G78V*-O=51C4[J
MJ]U6G6L5KPQT3+6FUN*>KQP^O("C725RK+G<39XYS=ETN2U^M\,UZ> M9R*^Q@FOCBFQZOW5SRI+[FNFD8B]G0FS3X^7:3U\F/4Y.?9QT\V#YJ9 'L3B[D/)<9;CC= MFH+)+6C>E7,T&N[
R>(G>WX955%I;A9/7E;W\T1\4B+V7S0FS$Q. MT]5*)B8WCH^\?'T < MP?UF'YWOGO\ ,C@GZG=/*&G*$_4>+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV__MF7?3>'/O_$-
I(LJF$UN5DF;6)_R,CGU9XO@\BM_#@P M\;_!X5_ZJ7/\2=XV*FW3X]J\<]9_9BU&3>W!'2/W8=&EE >V.&N3+O M%VZ4VA5.R^)JL[^%[D7GEQQD
MKMY^3KBR3CMOY>:Q=>Q!;KP6JTL=BM9ABL5YXG(^*:"9C9(I8WM[M?')&Y%: MJ>2HI-Z4Y]?PU7CW"6?8Y+9*S[6?FB?VEK:_X MWPQTD5/-CLQ/&]'KW1?81.;J*DJ*FG3X]YXYZ0S:C)M'!'6?
V3@-K" M \AU39\OINPXK9<'86MDL3:99A=W7V/$X-(;4\3D3Y2))D;%5>_N5&.3S[^6G35WO-O1FU-MJ&[A,G3R5=/$K6R/J3LE6"14[]X;#6JQZ=E1S
M'*BHJ+V/EHBU9K/27JLS68M'6%P,;D*V6QU#*4G^TIY*E5R%21>R*^M<@CL0 M/5$5R)XHI$7WJ2IC:=IZJD3O&\='W0^@ 'X^PY:/ 8#.9V9$6'"X?) M9:5'+V:L>.I37)$I)'JJ_RJ58C:-
O)*F=YWGJ^L'P S=Z+-ADAS^ MXZJ^15AOXFIGJ\3E=X638NVRA9='_%1\\>5B\7TN2)/H:IEU5>46:]+/.:_) M0PQM@]!]2VW2ZEQ-G'595AO;#+7UBI(UWA_EY]L%>+)'I'-QSVX<<^L\DDB@G
'R12RP2QSPR/BFA MD9+%+&Y621RQN1\XC/" MC&Y*)%JY.-B-1&HR/(P2M3R3R3W)[DEWKP7FOHJ4MQ4BWK#S8\O0 M ?#8L0U8)[5B1L->M#)8GE?Y-BAA8LDLCO>OA8
MQJJO\B#J=$1MWV>SN>W;%M-M7K)F\K;NQLDS6(A4I7AK%?2$J]N*TV]7BIZ>0 "B_1IMTE_6=CTRU+XW:_?@RF,: M]SELU]&:1E:@ M !@]UG[=)6Q6JZ16E*92Q8S^58USFN=6Q_:IBXGHB]I()
[4\[U:J>3Z M[%^@U:6O.;,NIMM$43W-C$ >;<<[7-I&\ZQM$3WL9BLM6DNHQ7(Z7 M&3.^#92O\E45?;XZ:5GTIW7W+[CS>O%2:_)[I;@O%ELFN:]K7LG#HY & M;'1CMLE78-FTJ>9?
@F5QS,]0C<[Y#,CC98JMQL3??[6Y1M,<[Z/#53W=O/+J M:\HLU::W.:>JB)C;0 !Z\Y8VQVD<=;;LL3_9VZ&)EBQS^Z(K]RN-NEW'B?6KEJ59LAB8I==R#W.\;W2
MX=R059)7^3GS38Q:\CU7Y2N>JJJ^]9V:O#DF/)2PVXL<3Y]'NTY.H M P9ZT-ND@H:IH]:7PMR$MC8LJQ%[.=!37X%B8U[>;HI;$ME[D7LGCA8OFJ> M6K2UYS;Z,FJMRBGU3\-C& >=
<:;9)H^^:MM#'N9%B\M7=>1J]EDQ= ME5IY6%/>G>7'6)6IW1>RJB_0>;UXZ37Y/>.W!>++7(J.1'-5'-7N[!F,IG,E+[;(9C(6\E>LORSZ^ %/>D3;I,[Q MS:UZS(LEK3\H^I%XG>)R8G*
(^]0[JORD1EI+,;4]R,C:B?B3#J:[7XO*6_36 MWIMZ,K#.T #F#^LP_ M.]\]_F1P3]3NGE#3^%"?J/%GV;,/JC?S;W-GZ;O)'U#]-AGU/B1[?S+OIO#G MW_B&TN9VD M
/&=TV*+4=2V/9IFH]N#PU_(LB7_G//7KR/K5_>GG8L>%B>:>;CU6 MO%:*^LO-K<-9MZ0B+9ZIV17RRO5R M_P JE2.7*.B7,[SO/5]8/@ !5CI8VZ39^*J-&U*DEW4[L^NO557VCJ M,,
<5O%.:AI[<6/;SCDR1.#N M M M M /XJHB*JJB(B=U5?)$1/I7^0"*O*&W2[SOVT;.^19(,AE)VX]%7O[/$T^U/ M%1IV[-3PT*\?B[(G=RJOO5>]3'7@I%?DEY+<=YL\!/3P-9_=%VVR2
MU=MT>Q)XFU'U]DQ;%7NK8["LQ^6:G?S;&R5E5R(GEXI'+Y*OGDU5>E_HV:6W M*:?5G69&L M M M M M !_M_]/?X M M M M M M 3:ZT+TLF_ZOC55?85-
/BO1IXD*2Y#-9>"94;X45%5F,C[KW7 MOV3R3MY[=+'W)GYL.JG[\1\F'9I9@ !8W@:_)DN'] L2JY71X"&@G MB7NOL\5//C(41?/Y*0TVHB?0A-S1MDGW4\,[XX]GMPYN@ !ZTYEZ?
0YKE14^E%/>+Q*^[QE\.WM*,)32P M !DYTD2/9R_6:URM;+KVXQ%=[&Y?V*^]$7Y"R8VOB*\2JWZ7(W*O[+]"* MOXS7I8YVGV9-5/*L>Z?9K8P !4_I)O26^(*E>155N,V#.48>Z]T2.
M26')*C4[)V3VV0?Y>?GW_P"+!J(VR?10T\[X_JR:.#N M 'KCF#(.Q?%G(%QCE9(W4\W!$]/%W9+=HRTHGM\/FCFR6$5 M%]R+YKY'O'&^2(^;QDG;'_)%TII8 RNZ/,@ZIRG>I^)4CRFIY2! M6?
*5'2U[V+NQO\O)',CKO1%7R[.5/>]&?4QOCW^;1IIVR;?)3LPMX M EGU;Y!]WEZ>LYW=N)UW"4(T[*B-;*VSE%3S547N_)*O=$3\7T=UWZ>-L?O M+!J)WR>T,8CNS@
"V7&>0=E>.M#R+W^TEMZ?KDT[^SD[V78BI\)_# M^4O:PCD[_3V[^?O67>-KS'SE4QSO2)^4/-SR]@ 'U+]IM&C=NN5J-I MU+-IRO7PL1M>%\JJ]WT-[,\U^A!'.=B>4;H33326)99YGK)-
/(^:61WX3Y)' M*^1[OY7.5JN[6+M['R-:G?QLR&(R%/ MLY/$Q%:U\S7>_P E;W[+V[+RS1OBEUPSMEA7PG*0 Q5ZPKTM3BBI M7C[^#*;AAZ,_9W;]ZCQ^9R2=T[+XD]OCF>7EY^?T=ET::-
\GT9]3.V/ZI@&Y M@ %$^BJ_))J^[8M5=[&GGL??8BK\E),ECW5Y51/H7ID3 M\H>8'EZ /2G47?DQO"V]V(EO4;TGRO+VN.R M25X>[>WFO@RDG9>Z=OY>_EFU4?=B?FU:6?O3'R45,3: M .8/ZS#\
[WSW^9'!/U.Z>4-/X4)^H\6?9L MP^J_-O'1-?>DW(>,CV9\F1L M M M 'B6_WY,7HFZY.)7-EQVI;)?C'SVR4\/= ML,5B]V]G(Z-.WFGF>]1O>(^8L=!' MW\&2P>=I3]E1.\4=1,BG=%:Y7)[:@SR16^?
T_0O'41_N7U=]/.V7Z*ID]0 M M M M M M ?__4W^ M M M M M M M$UNL^K*SD76[JI^\V-*JU8U[+YRU,YG994[]O"O9MUGT]_/^]WW:7N3'S8=3 MWX]F'YH9@
!8G@&G+1XLAY)N:=\D^ZEAC;%'L]P'-U /$=_P\FP: N.#A;XY\MK&=H5F]E7 M_=5G&68JJHC?-5;8QZI.UHGTEYO&])CSF$1"HE #+WHUP[M[?
(6>S+HU=!AM7FA23PHJ1W%7U*MCMV5'+V_%W1<^IG:D1ZR MTZ:-[S/I"EAA;@ !@IUMU9'T^.;R?U&O9VFJ_R_YR7(L!-%Y^Y/DT M7FO2_P!T>S)JNE9]V)K8P
!4KI&JRU^(HYI$[,O;+F[4'\L3$ITE M5?\ N=3>8-3/^Z?10TT?[G]63YP=P M]9\S479'BCD*LQ'.>FJ9BTUK/PG+0J27T:B>%WB\7P;MV1.[O6-\<^R,133 !E1T?T7VN5[%E&O5F-U3+VG.;V1B+-
:QE%K7] MT7OXQA:]D147NG?W(IPU,[8_JT::-\GT5!,#>_)7]6E%]3F&[.]' M(W)X'!WHE=V[.9'7DQJJSMY^'VF/=\?U3]1&V3Z,9CNX M "UO%M%V.XTT"E(US)8--UMLS'>:LL.Q%22PWW-
\FS/**7DA,R3O>9^< MJF.-J1'RAYX>'L ^CDZB7\;D**HCDNT;=16N:'V)VG=\F-XV0F>QT;G,>US'LBM\62MW7*B)Y1X_%7[TBKXE:B(K:_;W]_/R M[KV1>>:=L4NN&-\L+ $U2**
&*/6+5EL<58Z:-$5E'=,3:G]_E$_%9 MZDBI_P!SKC#1IO$^C/J?#^J8AN8 !0_HIIRLUW>;Z_U&SFL53C7M MY>UHT;$TOGW\^S<@SZ/+_NF/53]Z(^3;I8^[,_-FT96H
2KZL:R>S93^+U[+XE\2>UHN\^R>?EV\NZT-/.^/ZI^HC;+] M&-1V< !;3C:K+2XZT&G.B-GJ:5JM69J=^R2U\%1BD1/$C7=D>Q?> MB*2[\[S/SE4Q\J1[0\U/+V
>D.I"G)>X4WJ&+\)E3$W%[)W_>\?L. M(OS?2GDD-9W][^7W'7!.V6'+/SQ3_MYI"E%-&9_195E?N.X743] MYKZU7JR+V7REMY2O+$G?MX4[MI/^GNO;^_VS:J?NQ'S:M+WIGY*-&)M
M ',']9A^=[Y[_,C@GZG=/* M&G*$_4>+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_!#:7,[2 M &.?55 M2DM\,YV:-%5,=DL#=D1$1?WMS7745>R*J=OQ=U3MIY_P!UAPU$
M;XI2B*">_ZNB:DYU[D+(JQ/##4URDV14GEW3O\ C0]4G:\3\X>;\Z3'RE$@J)0 M R2Z4*LMCF3$2QHBLI8C/6IU_DQ/Q\E-%3LBI_5[;$\^R>?X^R+QU$_[ME+OI_%CV57)Z@ M M M
M M M __]7?X M M M M M M 8:=9>JRY'4=14\DCBR% M&&-_P#&G\O>IITUMK37UAFU-=ZQ;T3A-K" ?I8?%7,[EL9A<='[: M_E\A3QM*+^OM7K$=:!J]N_9%DE3NOT()G:-
YZ0^Q$S.T=97$PN*K8+#8G"4T M[5,-C*&*JIV1O:MCZL52!/"G=&_O4*>7$J9WF9GK*K$;1$1TA^F?"T M 1SYRTA^@\E[%B&0^RQMVT_-X16M5L2XK*R26(H8?
DM164)_:5E_YZA7^ M^M+%?CI$^;;EIP7F/)ZB.CD 5'Z3]'DU?CE<]??!J+<5]HZ0H:>G#3>>LLHC@[@ M #'3JEU639>)Y?8I^)#M MI[<.3Y3R<=17BQ^W-*$H)P
!_417*C6HJN541$1.ZJJ^2(B)YJJJ!: M;BC5GZ7QSJ&M3,6.UC\/ ^_&J>'V>3OODR63C[>_LS(7)4[^2KV[]D]R3,EN M*\V^:ICKPTBOR>PCP]@ !]6[3@R%*W0
MM,]I5O59Z=F/W>."S$^&9G?S[>*-ZH(G;G'5\F-XV0^VC 7-5V/.:W?:J6\) ME+N-F54[)(M2=\3)V>[O%8C:CV+[G-*"M?;R3V)[W126+4+/%[O%"Y/> MB]L>JMSBK;I:\ILSA,K4
,#NM+5)'LU#=H(5OGKTMNM?JR:JO2_P!& YK8P #RC2=:L; MCMNNZO51_M,WEJ=%[V)W=!6DE1;MKZ?DU*;7RN_$UBGR]N&LV](>J5XK17U6 M]AACKPQ00L;'#!&R&*-OX,
<<;49&QO\ SRUK41"4JOD (UD*0&)M 'J_FC59 M-SXPW# UXUENRXIU_'QL:KY)6O M%CF//9&8I)@ K;TT:K)JW$>OI8B]CWT$_/;BR3Z1R4<%>'"'K/-[\.+L ,"NM/57JNG[M!
M%W8C;6KY*;R^0OBERF'9_7*CU==[K[D5$_&:]+;K3ZLFJKTO]&!9K8P M #RS1=8L;GN.MZO78]SLUEZ=.96(JNAI+(DF0M+V_!3H1R2N[>:-8IYO;A MK-
O2'JE>*T5]5NHXV11LBB8V..)C8XV,1&M8QC4:QC6IY(UK41$3Z"6JO]@ M /P]GPD&RZYGM=LJC8,YA\EB9'N3O[-N0IS5?:HGO1T2R^)JIYHJ(J M>9]K/#:+>DOEHXJS7UA#
[(4;6+OW<9>A=7NXZW9HW('_(4%JI,^O8A=_P_] M1RQJB_RH58G>-XZ)4QM.T]7TP^ %+NCO59,1H67V:Q&L5%7MW1YL_3=Y(^H?IL,^I\2/;^9=]-X<^_P#$-I'<@ZRW M
M*LU]81+EBE@ED@FC?%-#(^*6*1JLDCECJR8#B]N7LQK':VW*VLLQ'HK7ICJR,QM!%:J(J-D=5EF8OGXF3 M(ON5#!J+;Y-O10T]=L>_K+* X.X M M M
R]C9&N8]K7L>U6/8]$VQMA5]ZI9 MQ\L4B=/L_S\RI2W%6+>L)=Z\-IKZ/#ST\ &=_1;JLOM]OW:>'PPM MAK:SCIE3^J22219/+M:JIV3V38J?N[]_&OXO/)JK=*_5LTM>MOHSZ,C6
M M M M M M__UM_@ M M M M M M !^! MM.N8[;M=S.LY:/VF/S5">C8[(BOB]JS]ZLP]_)+%2=&RQK_%D8B_0?:VFMHM M'6'RU8M6:STE%W<]2RVC;-EM6S47L[V*M/A61&O;#0
&:G2-Q?-D\W+R5EJ[FX MS">WI:ZDB=FW&1/"UQ7ED M@G@GC?%-!-$]62PS1/1KXY8WM5'-5$%5%3LI03^CX@^ >\."N([G*>UQ M1V8I8M4PTL-
K8[R>)B21>+QPXBM(GA7X9DE8K>Z*GLHD=)[T:UW++D[.O^4] M';%C[2W^,=5=(((:T,-:O%'!7KQ1P001,;'%##$Q&111QM1&LCC8U$:B)V1$ M)RB^4
^"S6@N5K%.U$R>K;@EK68)$\4XXN\8;MDM?F;(_&2N=?U^Z_P TNX:Q(_X,KG]D1UFHK5@F\D_? M8U5$\+FJM/'>,E=_/S3,E)QVX?)ZO/;F R4Z9>+YMZW>OGK]=5UK4+
M$&2N/D8JQ7LM&Y)<7C&*OR7]IFI/,G94]E'X7=O:-4X9\G#7ACO2[X,?'?>> M["JI@4)_\ 5]Q?+%LJ=:Q2L5CI#RH\O0 M \+Y"TNAR#IV+I8OA?*&8 MK.C26*QBM4CE8J*^-
**Z^SRN99W1%\#D:M6%R+YI[;NG;PJN34Y/\ ?G'U;--C M_P!^D_1GB9&L ,/^K3B^;9==K;YAZZS9;5*\D67BC:JRV=;5[YW MSHB-VqL6CI1C86hAKz... **
N">D_NS:C'Q5XXZQ^R:QM80 M'V:=.UD;=6A1KRV[MVQ#4J58&+)-8LV)&Q0011M[N?)+(]&M1/>JB9VYST?8 MC>=HZK&<-<=Q<9:'BM=2EBIV=(KYO:AS=
DUU'<7R\>;S9NT:ZLUC:9 M;&5P[XXU;!3LR2>/(X?NB(QCJ<\GCC:GE\'D8B=U1W:AAR<==I[T)V;'P7Y= MV6/9V<0 'MSA7C.URAN]#$+'(F#H.CR.R7&]VM@Q<,B*M9LB?@VLE(G
ML8D3Y2>)S^WA8[MSRWC'3?S\G7%C[2VWEYK%111PQQPPL;%%$QD44;&HUD<< M;4:QC&IV1K6-1$1/H0FJ3_8 !X3R+I5'D+3'Q M+1R5=[;..N(G97*V"W$Q7M:J*^+Q,
[HCE/5+32T6AYO6+UFLHQ9W"9/6\QDL M#F:KZ64Q5N6E=K2>^.:%W95:Y/DR12-[.8].[7L+Y:S+G)V8K+&MJ&;%:JR9BHY:[G>#*9>-')Y-F5GP M:)R>:M2;Z'(JY-
3DW_W./JV:;'_OTGZ,[#(U@ !-KJTXOFP6R-Y# MQ==SL+LTC(0=KQ&JXAB_",E81)[*QNDAQU"/Y=W(V M?#V[0U($5W953QN\+$^4Y$7S>T4K-
I>Z5F]HK"T&OX/'ZSA,5K^)A2#'8>A6 MQ]./R\7L:T38T?(Y$3QS2JU7/=[WO*UBBDC()I/A67N ML;W;C<-7>Q;UQR]E:C_"Y(XD7R=/(QOT]T\9+QCKQ2]XZ3DMPPLWC\?3Q5"E MB\?
RK0QU2O1I5HD[1UZE2%D%>%B>_PQQ1HB?WB9,[SO/53B(B-HZ/N!] M M M M #!CJ]XOEN04^3L/7=))0AAQ6TQ1-15^!)(J8S+JU$1R_!I)5KS. M^4O@=$O9&L_^Z1]4_36Q@
/U,+ALEL.6QV#P]62 M[D\K;AI4JL2=W2SSO1K>Z_@QQL15<]]NS6,17.5$153Y,Q6-YZ/L1,SM'59S MC?2*7'>EX/4Z:LD=CJJ+?M,;X?AV4L*L^1N>:(_PS6GN]FCNZLB1K?T MWM-
I4Z4BE8J\Y/+V M M M M M M__U]_@ M M M M M M] <[\)4N5\/'GN5%3NR6*1ORF2,5S)&JCFJJ*BKOB8M&\=$^8FL[3U?DGU\ M ![TX8X/SW*V4CL2,L8O3J]RJ]
[U5SE5555GS,VG>>JA1;1T?J'Q] !BESK MTWT=^=9VG3TK8O<51TMVK(OL<=LCFM8B>V=_4Z.3\+.S9D1&2N7M+V[^T;HQ M9YI]VW=_9GRX(O
>KWOW3;SNOYO6,G8PVP8NYB,I5=X9J=Z%T,J)W5&RQ]_MD35Y/"JLD8KHY&^;7*GF;8M%HWKSABFLUG:W*7XY]>0]^<2=/VW&;7]1\;76,]/S[N5R(QW+)FKCY=;.V/#
M;)SZ55(U'4<#HV!HZWK=%E'&T6>2>3I[4[D3V]V[/V:ZS]?Y1:C6 MI@M:;SQ6ZM]:Q2.&O1Y*>7H-'JOESBK#.CGDQQDKM/5)7MX MWKT3K4M2>&W5XH>GD
'L[B_BK9N5,XS&86!T&.@DC7,YZ>-RT,36W%;JHTK%*\ M->CRP\O0 'TQV M1K34[M.PSQPV*T[%CEBD;Y>3FN]Z=E1?-.R]E/L3,3O'5\F(F-IZ)4\X\#YC MB_)393&16,GH]R=5H9)$=/-
BG2.^1CLRK8VI%(UR^&*;M[.9O;S1_=B;\6:, MD;3WF#+AG'.\=QCT=G 'Z&+Q62SF0JXK#T;62R5Z5L%2E2A?8LSRN]S8 MXHTR(JJON:U%5>R*JHF8B-
YZ/L1,SM'54O@'@NOQ=C7YC.-K7-WRL'L[< M\3DFKX:D]6O3%4958WQROU&L56-\3Y^;+VD[1W&_#B[.-Y[S(XX MNX ,9.H/@:+DRDW8=;96J[OC8$C1)')!7V"A$U[FX^U+V\,=^)
M5_W-._LW_G'(J,5KXN^'-V<[3W'#-A[2-Z]_]_\ ;_;Y2^R&.OXF]:QN4IV< M?D*4SZ]NE=@DK6JTS/)T4T$K621O3\2H;XF)C>.C!,3$[3U?2#X #)+@C M@+)\F7X3$[L8JO[JSCE MS12-
H[[OAPS>=[=S]U3:-&GC:=7'8^M#3HT:\-2G4KQMB@K5J\;8H8(V\H+ M1Q1M1$1/Q[58]CT1S7M MRHOO FCU!]/%O3;5O<=+IRV]1LR26,CC:\:R3:Q+(Y7O5L; M$5S\&JJO@>B?
[G3Y#_D^%[MV'-%HX;=[]V'-AX?O5[O[,1C0S ^6"":S M-#6K0RV+%B6."""-\LT\TKT9%##$Q'/DED>Y$:U$555>R!]ZJ0=.?3Y+IRP M[SNU6/[)I8D=A,/(GC=K\,T?
9]NYY^#XXFC>K49V7X,SOW7VCE2/%FS<7W*] MW]VW#AX?OV[W[,Q#,T@ \+W[1,%R-K-[6,_"KJUE$EJVXD9\+Q ME^-KDK9&D]Z*C+$"O5.WX+V.D7KPVZ)(.J=
MDQVQSM/1ZY/;F #S'1]$V7D/.U\!K&/?L0X'%_P"ZKLRMLYO, M21I'8RV05O997-[N]C5KM7P01(JI&Q/-7/<]]IV3).2V\J./'&.NT=7LL\/8 M ,8.H7@5G)-
/[)=9C@@W;'5_9K$YS((=CI1)^]T;$KW,AAOUT[M_!YG*C51?9R*C/ ^/OAS=G]VW<_9PS8>..*O?_=,&_0O8J[9QV2J6*%^G,^O M;IVX7U[->->SXIH96MDC>U?H5#?
$Q,;QT8)B8G:>KZ8? 9*<$\ Y3DJ M_!G<]#9QNC5)4?+85KH;&P21\Z&,5R(Y*WB;VGLHGA:G=C%5_=6<-L4%:M7C;%!!#Q;'%%&Q M&M1$[(B$_KSGJH=.4='V0 !^-L. Q.TX7(Z_G:
<=_%92L^MSXIX9&H^-[51S'M1R*BHBGV)FL[QU?)B+1PST29YBX5V'BC+/ M65DV2U6Y.YN&V!D:>!Z+\MM')MC^33R43/H5&LG1JNC[]GM91Q9:Y(_R3LN* M<<_XO2IT<@ ?
**M:_KN;VK+T\%KV.LY7*WI/9UJE9J*YW]?)(]RMB@KQ-^4 M^21S8XVIWJUFT[5ZJN<'\+X[B;!O=.^'(;9EXXW9S*L;WC MA8G9[,3C7/:V1N/KR)W-yR(iM... **
M #F#^LP_.]\]_F1P3]3NG ME#3^%"?J/%GV;,/JC?S;W-GZ;O)'U#]-AGU/B1[?S+OIO#GW_B&TN9VD M 'CFV MZIA-VU_(ZUL%1MO&9*'V;5BT<-
NB2/*_$.R\4YEU/*1.N86W+)\2[#!$Y*61A3Q.;%+V5Z4\E'&G M[Y Y?$G97-5S.SUH8\ECU.=', 'D>JZGG]US=37]:Q
MTV2R=QW9L<2=HH(D5/:6K<[NT56I"B]WR/5&I[O>J(ORUJUC>W1ZK6UIVKU5 MFX;XBQ'$NNK0@?'?S^2]E/G\U[-&+:G8SM'3J>)J2QXRDKG)$UWRG.;W SEAUNG.WO)3@E
M3Q-DR4[5[6)FKX6I^]1JK?&^3!FS=I/#7N?NW8_9E$<&@ M M M M M M__]#?X M M M M M M 'K; MD3B?2^3J*5MFQJ+=AC='0S=%65LQC_%W7M!;]G(V6%'*J^QF;)"J^?
A[^:>Z M9+8Y^[T>+XZY(VMU8(;MTB\@8*2>QJD]+<.:U7/BBCDBQ>:9'[U26E.[SACUE]#W; OJ- M8QE&R]][G+[FM:V)5'S:7L/7.$>5=IDC;C-(SD,,B^5W+5782BC/X

MTC;66^!QS,;V7^I^-RJG9$5?(YVRXZ]9A[KBR6Z1++7CKH\Q^/F@R?(^5BS$ ML:MD37L,ZQ#C/$B]T;>R;VU[MMG;*.)D"(J?AN;Y+GOJ9GE3E\VFFFB.=^?
MR9J4*%'%TZV.QM2M0H4XFP5*=.".M5K0L3LR*&")K(XV-_$B(99F9G>>K3$1 M'*.C[8?0 'BVU:3J>[T4Q^UX''YNLWQ>Q^%Q*EFLK_)[Z5Z%
MT5VE(Y$[*Z&1CE3Z3U6]J&+>R=&.HWGR3:OM.9P"O[N2KD: MU?.TXW=_*.%S9,7+N[L^S7RE2141WR%6**O=:BJWS5/'Y+Y>?O.GQ5?.)<_A;>4P_:Q71 M1D'2-
=F]]IPPIV5\6*PDUJ21/D]V-GMWJC8O>OREC?[D^3Y^7R=5'E#[&EGS ME[_TOIFXKT^2&W)B9=GR47RFW-FDBOQ,?Y^<>+CAKXKLU5^2KX9'L[(J.[^: M\;9\EO/:/D[5P8Z^6_-
[_8QL;6L8UK&,:C&,8B-:QK4[-:UJ=D:UJ)V1$]Q MQ=G^@ /#]UT+5.0<2[#[5B8,E63Q.K3K^]7J$RIV^$8^['V ML59?)._A7PO3Y+TU8R2:UH>4K;+0^4Z+&9*
M6'%YN)OO;$D[_9XF\O9/.17U>ZK^!])KIJ:SWXVEDOIK1W.<,;,UQMR!KKY& MYK3-EH-C\7BGEP]Y]-48BJY8[T4,E.5K43NJM>J(AWBI)Z3#A-+UZQ+QA,3E
M55$3&Y!57R1$IV5557Z$_>CUO#SM+S? <0\G;-)''A]'V*9DCD:VU:QTV,H= MU[>_(Y-*=%O9%15_?/)%[GBV3'7K,/<8\END2REX_P"CBT^6#
(5$5%]E>R\D;8H&KV[/;79(JM7Y,K5]V>^I\J1]7>FF\[S]&T%.G'[.-%7MXY9'+XI)YY.W=\DCG2/7SU4JWJT]. M[6KW*=J)\%FK:ACL5K$,C?
#)#/!,U\4L4C5[*UR*BH.G3J=>4]&&O(_2!A19KUR5SI78')K-/@WO=.4L0]DX*Y8U9\B9#2LQ:@C5',[]DE63%+:?!&[_*RM
MCZ.;$Y**1GDZ.2A:8]JJG=$TOU<5I&YYQ[8\/J>QY1SE[)\!PN1LM3S5%5SXJSF,:BM7NJJB) MV4^3>L=9A]BMIZ1+('2NDKD78)89]F=3TW%JY%E^%2Q9',21>_O7QU&5\#'+
M[E]O/"YOO*^Y>-M12.[SEVH[V[W*&=W&W#VD\75'1Z]CUFR<[$9=S^26.S MF+;?)71)82*-E2JJHG[S V.-51%IN2^%](Y2@1V=HOJ9B*+V538<8L=?*P-;W6.&9[HY(;U1KE_J<
MS7^%%7P*Q5\1TQY;8^G1SOBID[W5@CNG2;R5KLL\VO,I[GBV*YT55]S:\UE5]_E[DUUU%+=>4LE]/>O=YP]"932]PPDCXLQJNQ8N1 MCO"Y+^%R-5._T*UTU9C7MY#
[O#YM+V9K7 W+.TR1)1TO+4:\C MD1UW.Q?$56-BKV695R?P>>>-O_6&.1R_0BG.V7'7K,.E<.2W2/S9?\;=(> P MBD;YHVU+*R*]EVM)?-KXWM]^;)]9GE M3E'ZM--
-6.=^<_HS%KUX*D$-6K!#6K5XF05Z]>-D,$$,349%###&UL<44;&H MC6M1$1$[(9FGH^8 '\.7-6DE]OJ5S,U6*J,O:TJ9R&9 MK??(VM41->WT&FN;';SY_-
EMAR5\M_9ZHL8'.U)5AM87+5IF_A1 M6,=ATWB>DPY[3'6'VL?J>U9:1(L5K.P9.55*1X M_#9&Y(KO+Y*,KUI'=_E)Y=OI$VK'68?8K:>D2]XZ?
TLROUH79W9FL\+]BRD;/;0N5JMGJV8_$O@ECO*7RU8M&UN<,&=_Z.,C# M-->XYS,-RHY7R)@<_+\'NP=U[I%3RL<:UK;?/LU)VP*UJ>_?MV;D< M,F.W28<+8\E>L2\+^*LI_P &W_\
H#L?\RCWO#QM+RK"<9+\%9+]B*&E$CD3R5TB=^QYG)2O68>HQWMTB62^B='6R9"2*WO M^6KZ_116NDQ.(EAR69E;_&C?<:DF*H^_R>Q;7N7Y*>2G"^IK'*G.7>FFM/.\
M[0SMT_2-7T+$QX75<36Q=-OA=,Z-%?:NS-3M\)OW)%=8N6%[K\I[E*?):C6 MHB)DM:UYWMU:ZTK2-JQM#RL\O0 #U'R;PKI/*5?QYJFZEFXH MO9T]BQJ,AR<+43][BLJK719"HU?
^<R+/B;TK%6157\&O+97MY^7GVUU MU%+=[E+);3WKTYP]"9/3-OPDBQ9C5=BQ%6Y#"Y*IW5?-/"L]9B.1R>:* MG=%3S3R.T6K/28<9K:.L3#\R+"YF=
[8H<3DYI7=_#'%0M2/=X45R^%C(ES\2X&JQB_\ .7_FI_![%AB] MT_J,5.4----6.=^<_HS%@@@JP M0UJL,5:M7C9#!7@C9#!!#&U&1Q0Q1HV...-J(C6HB(B)Y&9I?* M #Z.3Q>.S-
"SB\M1J9+'7(G0VJ-V".S5L1.]I)896N8Y._FGEY*G=/,^Q, MQ.\=7R8B8VGHPGY$Z.JMN6?)<;Y:+&J_Q2+KN18]CE M8]CZ-EKF.:O9S7-6)%:YJIV5%]Q[WAXVE^[A] WG/O8S"Z?LN3\?
NDJ87(2P M-3OX?%)92O\ !X6(Y>RNTK;&8R:L\T6Y<\#/WM'>:11MCA:OFUB*JJN2 M^2V2=[-=,=<<;5A[#/#V M #F#^LP_.]\]_F1P3]3NGE#3^%"?J/%GV;,/JC?S;W-GZ;O)'U#]-AG
MU/B1[?S+OIO#GW_B&TN9VD M #\K-8/$;'C+6&SN.J97%W6>SLT;L+9H)414B.8]JH]CD16JBHBI]B9K.\=7R8BT;3T80* M1NMYZ27]Z\NZQ4,TULSI&JODQEF-%3^-
,OO3534^5X^K+?3>=)^C%78.'>4- M8D>S+Z/L#&,\7BMT:,F7H(C>_FN0Q/PVDWNB=T17HO;Z#1&7';I,,\XLE>L2 M\%=B,LQSF/Q>1:YJJUS74K*.:Y%
[*UR+$BHJ*GFA[WAXVEY%A>.M]V)[&873 M=ER*/[=IH,/>^"M\2=VK+9O2O68>HI>>D2R0T7H^W'+2P MVMXR%75L?W1TM"G+!E&&/ MQ*D;&HO8RWO:\[V:Z4K2-JO.#P]@ M
M M /CFAAL0RU[$4<\$\; MX9X)F-EAFAE:K)(I8GHYDDKGM+]'&:9M^;D;#A]6V+*2.56HS'X7(VU[IV\7?V%9Z-:Q%[N5>R-3S M7R/DVK'68?8K:>D2]]Z;TG\F;')#-
GHZ>FXUZHZ27)RLN9-8O$B*L&*HRR.2 M5//Y-B6O[O[W?C;44KTYR[5T^2W7E#.KC+A+2.+8?:X:F^_G98EBM;'E/9S9 M.1CT_?(:OA8R#'5'K[V1-1ST[)
(YZHBIDR9;9.O3T:L>*F/IU]7M\YNH M M M M M M_]'?X M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1O MYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__]+?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^I MW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__]/?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(M]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M !__]3?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1O MYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__]7?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^I MW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__];?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(M]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M !__]??X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1O MYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__]#?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^I MW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !__]'?X M M M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(M]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M !__]+?X M M M M M '^))(X8WRRO9%%$QTDDDCFLCCC8U7/ M>][E1K&,:BJJJO9$])[-U%
<1:N^2O8VNOE;D2JBU->@GS+E5J]G-^&56+BF M/8[R5KK#7=_H\E[=:X;'8ZU6: MWR[*Y:65FM=_?Y)"O]\^3ILD=-GV-3CGKN]YZERGQ]O/A;J^UXK(V7HJICG2
MNHY7LB=W+\59!E7(*QOTN2-6_P IRMCO3O0ZUR4OW9AY^>'L M >);3OFFZ3"D^U;)B<(CVJ^*"W:9\-L,1>RNJX^+VMZTC5]_LXW=OI/5:
M6MW8W>;7K7O3$/0>7ZP.*L>]\>/K[1G53\">CBJ]6J[S3WNRU_'VFIV[_P#. M%?\ NYVC39)Z[0XSJ<<=-Y?B1]:''ZO:DNL;BR-5^6Z.+"R/:GXVQNS$37+_ M ">)#[\+?
UA\^*IZ2]AZYU.\/[#)' [8)\!9E7LR'8Z,V/C1?^LF0B6WBH$3 M\;[#4_^?>+8,E?+?V>ZY\=O/;W>^*=VGD:L%W'VZUZE98DM:W3GBLU;$:^Z M2"Q"]\4K%5/>U50XS$QRGJ[=><='V0
M !]+(Y/&XBI+D,MD*6+H0(BSWR++9LR10QHJ_C<@B)G ME'5\F8B-YZ/0>P]4G#^!DDAAS5[89XO$CX]>QDUF/Q-3R;'%8YS>_P E7,3+ M2(QRI[T1SNWXU]Y[^%OZP\?
%4])>187J[XGR;V1Y!-DUY5[(^;)XAEFLU53S M5'X6WE;#F(OEW6)J_P AYG3Y(Z;2^QJ<<]=X>_=:W/5-QJKI!+9M3PUJU>-TL]BQ*R&"&)B>)\DLLC
MFQQQL:G=7*J(B#KT'HS9.I7B#6Y9*[MF^/+4;E:^#7*LV5C\O+NW(,]EB9$[MI_%L*IUK@R6\MH^;C;/CKY[^SUK+UHO>B8=JWI?NS$O-3R] M]:[;R_QMH[Y(-DVW&5+L?='XVL
MZ;)Y-CD541DN/QD5NU75SFJB+*UC>_O5$153W7'>_=CD\6R4IWIYO25_K)XT MK2K'2PVWY%K5[+.VCBZL#D^A8_A&72POG]#HV'6--?SF'*=3C])?!5ZS>.I) M49:U[?N)]
MNDCKX_;:5&I)V1M'.LEPD[GN7LV**7(,AI697*ODV*61R_B.=L.2O6.3I7-C MMTGF]QHJ.1'-5'-&K6@8Z6>Q8E9!!#&Q.[I)9I'-CC8U/>JJB(.IT>C-DZE>(-;EDKNV; MX[M1.TX155$=-
;QE2W5:BJORO%C,CT?5@G]ED(H_+Y7H >$;9R3HFC-_Z>K:, M5B)59[1M.69UC)/C[>+QQXNFRSD96*BIV5L2HO=/QH>JTO?NQN\6O2G>G9Z'
MRG6'Q=2>Z.A0VO,]G*B3UL;2J5G-1?PD=D,G6M)W3W(L*?R]CM&FR3UVARG4 MXXZ;R_,AZS^/72-2?6=RBB7OXGQ0829[?Q?O;LS BIW]_P KR3\?N/OPU_6'
MSXJGI+V9K74CQ!LTD=>/9V86W*J(VOL=:;$-[KV1$=?E1^):O=>W9;'>T_-[QAGALPQV*\T5B"9C9(9X9&2PRQN3NU\L_D]4V>L[CN.565=%WGYM3MY]/AK^L.?Q-
/27VL=UD<9VI$CO8C;L8BK_5Y*&,MUVM\O.3X+EG MV47NJ^38G>2>_P"@^3ILGEL^QJ&I.R452Y-X5]ZL8YO\ON[\K8[U[T.M;V*>'L M ?EY?-X?7Z4F2SN5QV'Q\79)+N3N5Z-
9KE_!9[:S)'&KW=O)O?NY?@,[U7<08:1\5;(9C8GQKX7?$6(D6/Q(O949/EYL1!*B?US' M.:OT*IVC3Y)](<9U&./67AB]:.A=U[:MMRI]'=F&1>W\]?&B]O\ GYZ^%OZP
M_%4])>5X3JUXCRTC8KMC/ZZYWA;X\SA_:0>-R]NWM,+9S"M8B_QGM:B)YKV M\^WF=/DCIM+U&HQSUWA[_P !LVN[33^,-;S>+SE/Y*.GQEV"VV)SD54CG2%[MG5Y?)?
D/1KD[>XXS6U>5HVEVBU;1O6=X?N'Q] '@VV\F: M'HS5^RK:<5BIT9[1*+YELY1[%3Q(^/%4F6,C(QR*G9R1*GG[SW7'>_=AXM>E M.].ST1E.L3B^E(^*AC]LS'A=V;8K8VC4JR-
^ES5OY.M;3O\ 0BPI_P 1UC39 M)Z[0Y3J<<=-WYL/6?QZZ1]3ZSN442]_$^*#"3/;^+][=F8$5._O^5Y)^/W'W MX:_K#Y\53TE[-
UGJ1XAV:6.O'M#,+;D\FU]CK2X=OG]#K\R.Q+5[^7;X1W5? M<<[8,E?+>/DZ5SX[>>T_-[QAFAL11SUY8YX)F-EAFA>V6*6-Z(YDDW\R[Z;PY]_XAM+F=I M]0[7SOQ5ITDE?*
[;0LWHE5C\?ADES5MDB?A13)CF M6(*DB?2DSX_^Z'2N+);I')SMEQUZSS>H+76;QS%)X*FO;E:8G=%E?5PU9JK] M"QM7,RO5JI_7(U?Y#K\-?
UAR^)IZ2^2CUE<:V)$CNX3<*#7*B)/\"Q-J%]>? M=TJ0YA)V]O+\%C^__=?DZ:_E,$:FGI+W3J/,_&>[R15\!MF-DOS=FQXN^Z3% M9.21>_[U!3R3*TMMZ=O/V/M$[?
3V.=L5Z=Z.3K7+CMW9YO:!S= M M M ?!9LUJ<$MJY8@J58&+)/9LRQP00QM][Y9I7,CC8GTJJHB#KRCJ='HK8^ICA M_7'OA^R1V>LQJJ.@URG-DV+V5$[LR"_!\3*B_P#/-
AWN_O=^M<&2WEM[N-L^ M.OGO[/7$G6AQ^CW)#K&XOC3\%\D.$B>J=O/Q1MS$S6^?_/2_]XZ?"W]8>/BJ M>DOU\5UA<67GMCOT]JPBJJ(^:YBZEJJU%?
M)TV2.FTOL:G'/7>'OK5.0](WB/VFJ;-BU?5KV$CR,,?R4]I8Q=E(,C6 M9WV.*.-B>)[Y)'JUK&-:G=5541$]'[+U(<0ZS))!+M$ M>9MQ]T6MKE>7,(JIV[HV] C<2J^?
N^$=_(ZUP9+>6WNY6SXZ^>_)ZQFZS^/ M6R.2#6=REB3MX7RP82%[OQ_O;XZ?#7]8<_BJ>DOTL9UB<7 MW)&QW\=MF(]KV6>QCJ%JJQOT*KJ.4L6E_E1(5[?
R_1\G39(Z;2^QJ<<\]=X>] MM2Y-T+>D:FJ[3BLK.K'2? &S.JY5L;/PY'XFZRMDF1M[>;EB1O\ *='A['XF>V77]6I+D=CS6,PE).Z)8R=R"HR1
MR=OWN'VSVNGE7NG9C$_DA]BLVG:L;R^3:M8WM.T/0&;ZM.(L2]\=*UGMB M&P[HX5>B]E:DF:GP_B:B_QFHYJIYM[^7?M&GR3UVAQG48XZ;R\33K1T M+NG?
5MN1/I[,PRKV_D3XT3O_,_/7PM_6'GXJGI+S/!=5W$&9D9%9R&8UU\B M^%OQ[B)$C\2KV1'SXB;+P1(O]<]S6I]*H>9T^2/27J-1CGUA[^P^KJ[MW5BRUI)6(]OTM545/I0XS$QRF-
I=HF)C>.B M:_NG9SXVM7\?9%[>ZX[W[L/%LE*=Z8W>CLCUC\959%CHXG;LIV5/W^/'XVK6 MUM8ZA>)-KDBKT]L MJXZ[*J-;2ST,^&D\2_@L2S=8S'2R/7R1K)WN5?H]W?
G;#DKUCDZ5S8[=)Y_- M[H8]LC6O8YKV/:CV/8J.:]KD[M.8]BH^=[5:BIX6H]_9J],>.V2>73U<\F2N.-YZ^B8_M(_-.]\FV9$S64?3PWC+O'\(B:_VF2G9V3]\L+(Y%[^!&(OA
M3=3%3'TZ^K#?+?)UZ>CU*='(?[CDDBD9+$]\4L3VR1R1NQR(J*B]T4/K+/B;JHV75I:N&WR2UM&N=VQ)DI%]ML6+9W])(EF1[5R]=G M=?$R=5F[?
@R=FHQ<^33UMSIRM^C1CU%J\K\Z_JH]@\YB=DQ-'.8*_7R>)R4# M;%.[6U6OC>UKXWM5KD1R*B8IB:SM/5MB8M&\='ZI\? M0 ?!:M5J-:QO"Q9)IYYI%;'%%%&U7.
M[CZ>K"6[>NY*U->R-RU?NV7K+8N7;$M MJU8D=YNDFL3ODEE>Y?>KE55-41$A[I>U)WK M*E_#//FO#W&O LEO"R2=X+S(F]Y;N%F>OBL5T3Y3X7?OT*=^_B8
MGM'857#+FC'RCG9-G<=_P!OW[(+D=KSES*RH][J]>1_L\?1 M:]?..ACXO!4J,[>2^!B.=V^4JKYKNK2M(VK#%:]KSO:7AQZ> !^EBLOE<%? M@RF%R-W%9&L[Q07L?
9FJ6HE^E&30/8]&N3R5._9R>2]TQQM/1]B9B=XZLZ M>&^JY]J>GK7*#X&/F='6I;A$QE>)9'N1D;,_7C1E>%KE=V^%1(QC41/:,1/% M(F3+I]OO8_R:\6H_MR?
FSKCDCFC9+$]DL4K&R1R1N:^.2-[4O5Y6LD5B^-K;V2G[/^ XY)&*B.\+I)7(J,:J(S.N/%;)/+NN M63+7"K;T3*Y Y9WCDJVZ?9O9L5)XK52>:K9@>V6"Q7E?# M/#(Q>[9(I8W-DC>U?
5>S%S9-/$\ZM9@D3Q,EAFC5S'L"M M>=N=F')GM?E7E5C$JJY5[.,N>=[XT MGKUZMZ3-:W&YK9M;RLTLU-D'\9,9.Y7S8F5$55;[+]Z5WF^-_N.63%7)\K>K
MKCS7I\Z^BG7&_)VK\H8-,QKEER2P*R+*XFUX8\EB;3VJYL-J)JN:^*5&JL4S M%=%(B+V7Q->WT&FN;';SY_-^.V.EPSP]@ >D^8.<-;XFHLBG M:F7V>
["Z7&:_!,D;_9=U8E[)3HV3X#0]HU4:OA629R*C&JC7N9UQ8K9)]*N6 M3+7''K;T3*W_)8WCDJV^?9S! M*Q>[9(9XG,EBD:ONG..K,KB+JORV(FJX+DR27,XASF0Q;,QBO
MS&.15*.R4435^-JC/+N]&I::G=569>S4S9-/$\ZW MM:7=$=A:K_XJHGPI4[*KHE58TV8]/$<[\Y]&/)J)GE3E##VQ8GMSRV;4\UFS M/(Z6>Q8D?-/-*]?$^26617222/
MG=GDIOQ%S3K7+..>M'OB]BHPLDRVO696R3P-<[P+;HS>&-,ACED5$]HC6NC5 MR)(UJN;XL&3%;'//IZMV/+7)'+O>CW(%3* M;!.Z6W:]I'B,+45KLCEK$:)XFPM, MF2N.-
YZIB]6#)EODZ]WT>FSHY #_3'NCQ[%5KF.:O M=KFN3LK7-5.Z*GN#ZRFXHZHMLTZ:KBMPEL[9K"+'"LEB1),]BXD[-]I4O2KX
MLA%$W_G#8&3!6W.O*SOCSVKRMSJI+KFR83;K=6T6C>O1^X?'T M #%#FOJ9Q>B36]8T^.MG-LB1\%VW(OM,/@)_-KHIO9N:[(9.%?? M"US8XG>4CEZQR>!R-FA?
V[.C>CF/3R5%3R/DUB MT;6YP]1,UG>)VE0#A?JGJ[%-4UCD=U7&9F965Z.R1M95Q62F7Y+(\G$GAAQ= MR5>W:1OAK/R>*21ZHB=W*C6I[W.5$1%541?L1,S MM'5\F8B-
YZ)UV&6UA..Y+&O8'Y<$F<\/LL_DV?@K)6?YNPU9WO;X/] MTJG95>SNK$V8]/$<[\Y8\FHF>5.4,0)HK,LEBQ-+//,]TDTTTCY999'+W<^ M21ZN>][E]ZJJJHI9GQ!\ 'L_CSE_>>,[3)-
=RTC\8LGCM:_D%DMX2TCG(Z1 M5IK(U:D\BIYS0.BE7MV5RIW1?%\=ZNE,E\?=GDIQQ)S1K'+..>['JN,V M"E$U^5UVU*U]JNU5:Q;=.5$8E_'.D4-/X4)^H\6?9LP^J-_-O< MV?IN\D?
4/TV&?4^)'M_,N^F\.??^(;2YG:0 M \%Y!Y%UCC3!OSFS7/9,M(WLF/RCU!;SR5-8I_"Y->U=ZN9%K^+G?& MV>%>Z?\ -7NL2.?)O>G;Q,=X:Z*B>#JX@
M !DEQ5U+;GH,M;&YN>QMFJL\,3J%^=9,ICX?)/%B97P^%/" MWV??Q)QR8*WYQRL[X\]J-/$QWT*CFJK7-CR@\O0 M M !Z.YAYT MUOBBG\&>C*V M2??2OJY9MDR]^Y3W?
DFZZUL^9GGJMD<^IAJJNJX6@BN56MK8]CO9ND8B M]O;2K).Y$3Q/7LG;=3'6D?=CFPWR7OWIY/79[

U5FDKV8)6+W;)#/$YDL4C5]SFJBH.O*>C[TYQU9G<0=6&4Q6.>O+)!/"]LL,T+W12Q2,5',DCD8K7L M>QR(J*BHJ*'UEYQ'U5Y_7)JN$Y#DL;'@%L\ZQM+,8>[7R.,R,#+-*
M[5D22"Q"_P!SF.3S16N16N:J(YCD5KD145$Q3$Q.T]6V)B8WCH_1/CZ M !AIS3U2U-9GN:OQW\%RF=@5]>_L4J,LXG%3)\E\./B\XLI?A7OXG. M7X/$].RI*OB:W3BT\V^]?E#-
EU$5^[3G/JGYG]DSVU9&7+;'E[^:R,WDZUD+ M,EB1K.ZJV&%'KX*]=BJOACC1L;$\D1$-D5BL;5C:&.UK6G>T[R_$/KR /(]
M8V[9=,R3,MJ^:OX6\WP^*2G,YD=AC%\20W*SO%6NU_%YK'*Q[%7Z#Y:M;1M: M-X>JVM6=ZSM*B?"?4UCMZGJ:ON4=7"[7,K*]"["JQXC/S>'LV-
B2.7XNRX36,5ILMK4M:17Q^WKR^RV#*1^;?:6KL+N^. MA>WMVAKN1R=U1\CT7LF['IZUYVYV8]]E>][U5S MGNZJOO.[@_R'P >Y.-><[]\XSL5XL=D9,IK['I[?6LK+)/C
M71*O[XE%RJZ;%3]E56OA5>/LKV/3Y*\|F*F3KRMZNN/+?'T[OHIQQARO]_* MF&7)8*9:]ZJC&9;!VGL3(XR9R(J>K5[6*K%?*Y&N6.%C MW^%?
#V7W2DWMPP\9+QCKQ2CQM>U9O=<_D-DV&VZYE,E,LDK_#;##&GR8*E2 M)50 ,B.G[FBWQE ML,>+RUF672CDCFC9+$]DL4K&R1R1N:^.2-[4]J?'.7JR=GT?$G9 M78W%3L[*G?
PRV&J[LK8XW+MP8MHX[=9Z,6?+O/!7NQU8;FEE ^]CRMC[S[Q MU5NX*Y;K\K:FEFRL4&T87V%+8Z<:(QCIGL=\&RM:-/P*>3;$]4;_,XY6/9Y MHUKG3LN/L[?
XST4<63M*_P"4=7NTY.H M &._4/S&G%^MQTGADF M[KVL MDT\\TBNDEEEDU'5IT[O^()I'=E?#8\UJJJJYLG[TG='1M9DU&+_?I7ZM>GR_ M[\[?3_?S/\R-@ 'JCF/E"AQ5J%C-
MRMBM9BXY]#7<;(J]KF3?&YR2SM8YLGP"BQ/:3JBM[HB,1R/>PZ8\7FY MYC(K<:N?PQ8VY*Y&V6^36*]3>7A>C^&?%QQQ5[T?JT8,O!/#; MNS^BH!@;P
/JWKM3&TK>1R%B*I1H M5I[ERU.](X*U6M$Z:>>5Z^3(XHF*YR_0B"(WY1U)G:-YZ)$\V\O9+E;9I+#' MS5M6Q4LT&N8MWR?! JM;)DKC4\G9#(>S1SO>D3/#&BKX5@ M
]2\R\I4>*M0GS+VQ6<^CKN-D5>UO(N9XEGG:US7_:#%]]L,J*G? MY+$5'/:ITQ8YR6V\G/+DC'7?S\DALYG,MLN6O9S.7I\EE*261W
M9$1$1$9%%$Q$9'&Q&LC8U&M1&HB)1K6*QM'1-F9M.\]7Y)]? ,L.FKF MZSI>:JZ5L=US]/S-E(:4MA_=FNY2R_| >YHWN[^RQEZ=R-G9W1D;W>V3P_OG MCSY\7%''7O?
NT8,O#/#;NS^BG)A;P_BJB(JJJ(B)W55\D1$^E? MY);]1O-UGD#-V-7U^X]FDX6RL2+!(GL]BR-9ZM?DIG,_JM"&1%2JSNK51/: MK\IS49OP8N".*>]/Z,&;+QSPU[D?]Q?.[.
!^WKNQ9G5,S0S^ OS8W+8 MV9)ZMJ!4[HO;POBE8[O'/7GC5621O1S)&.5KD5%5#Y:L6CAMT>JVFL\5>JO_ M !'R9CN4]0J;!5;'6R,+DHY[&,YSEI4I6E M>&J;>TWMQ6ZO$3T\
>]>">8KW%>RL9:EEGU#,SPQ;!03O)\'_YQ19BD MSWLN4D=W>UO]7B16+\I(W,Y9L49*\N]#MBRSCM_C*MM:S7NUJ]RI-%9JVX(K M-:Q]LD-BO/&V6&:&1JJV2*6-Z.:Y%
[*B]R=TY3U4>O..CYP !B MGU,\TRZ%B8]1UJU[+;,_5?)8N0O5)L#AGJZ);43FJBQ9&^]KF0*GRHVL?)\E MWLU71@Q<<\5N[#/GR\$<-
>]*8CG.>YSWN5SG*KG.ACXUVFTZ;+4*KGZOD9WJ^7(X^K&KYL39>]5<^WCH M&*^%WGXZ[7-7LL2*_'J,6WWZ]/-MT^7?_<[=?)FL96H /XJHB*J
MJB(B=U5?)$1/I7^0"6'49S7/R)GI=*O58'B;DK')5,E>*.KV8>'0 M ',']9A^=[Y[_,C@GZG M=/*&G*$_4>+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O\ Q#:7,[2 M /'MKV?
$:9KV5V;.3_!\9B*K[M,ZM1'2RN[HR"K68YS$DM6YWMBB;W1'/>G=43NJ?:UFT\,=9>;6BM>*>D(]JPXO&,E?)4Q&-8Y?84JR.[(]OE2O[-6657/5$[HB4Z4 MC'7AA-O> /;?
#W*^6XIV>+)UUFMX*\Z*OL.'214CNTD=Y6 M(6*Y(FY*BCE=]>WO.C] M^/H M M 'J#FGE2GQ3]$V6\,5G/9%TE#6\?+W5EC(+'XGV[+6N:]:&.8J22]E M3Q*K(_$U9$JJD6+R,
[_#,WLC(Y7)+W:GM5 M=GSXN*..O>C]6G!EX9X+=V?T4T,+< M /6O*_)&-XMT^ M[LEYC;-Q7)1PF-\?@=DLM.Q[J\"N3SCK1-C=+,_WMB8[MW*>K\,^O(
&2W3MS78XXSL6OYVT]VD9RTR.T MDKW.9@+TRI''F*Z*O:.LY51+;43Y4:(].[F(UW'-BXXWCO0[XR,#_!R.^2Z*NYOA\Y$5FG3XN+[]NGDR MY\O#]RO7S3G-K$!_IKG,[+=@R\<<-
N]'ZLL#.T !\-BQ!4@GM6IHJ]:M#)8L6 M)WMBA@@A8LDTTTKU1D<44;5"H M?+C;<>SQQ.S=V)?"Y]NVU5]FUZ?O$*^%$1SI%?1PXHQQO/>E.S99R6Y=V'H4 MZN('E>E;EG-!V/"[-
KUGX/?HO[.8Y/%7NU).R6:%R+W2U;4:=G)Y.:O M9S5:]K7)YO6+UX9Z/5;32W%7JL1Q[O6)Y&U/&;5AU\,5V-8[E-SVOGQN2A1& MW+UXH>;'E[M M M M M #_U=_@ M M M M M
!+WJPWZ79N0%U>M+WP^E1K21C7?(GS M=QD4V4L.1.R*M=$CK(BHO@=$$J47Y:H;H];3AIQ>_%TaAmL;AHC@T #U#SGOLG'?&V7MI'A,$[OV M?:YW:+ MXLR,L3%LR>:
(B8ZTV.QW]_:-4_C+WYY:<5UCG=<5^"\3Y+#DU2 M !_B66.&.2:9[8HHF+EED/EED>Y>IY5Y1I8HA YHWN M]*JK]" 1>Y6WJSR+O>=V>621U2>RZKAH9/+X+A*CWQ8Z%&>%OLW.B_?
9$[>< MLCU]ZJ4\=."D5\TS)?CO-O)ZZ/;F ^>M8GIV(+=6:2O:JS16*UB%[H MYH)X'MDAFBD:J.9)%(U'-5%[HJ#J^].<=5GN*-V;R%H&N;2O@2Y=I^PRL;$1

*MK8LO1>ZGDD;&G|3BEM0NDC;]$3VDS)7@O-?)3QWXZ19[$/#Y·M·"2_4GO\)O')>3KUYO'A=4=+KV*8UW>-\M654RUU·M.RJUSK61:YJ/3*&*/|*

$4,%.#"\YYIV>_%D^4FNY1SG^*:=E2&)V-O2(O=ZK9O[V->]57VDTB3\|. M"_+I/-1PWXZ<^LW9R-R.0\/=47S97>Q45';=-3>T·MVGR9M3?:O!'64WC:P@ &9G1{O\F+V?(\?W9O|*

FG|+%+DL2QSE[0YS·M'5_'9CC3\%$OXJ%RO5?XU9B){U[YM33>O"6&K37VMPJTE1TQ·H·M_22ZC]^EWGDS+10V%DPFKR2Z[AXVN58?%3D5F5NL1%6-[KN2;_M(B?+@9$GF

MC4."G#CCUGFG9{\=_E']'ZW.KB·5PZ^·M3D[#';];W^72.-K57'SK!FMLF7 49(W*V:O3EB?)F+D;D[*U8Z2·M>Q:Y%1S)+#*}O+M@IO7Y\{<<<1^"G+\)\HJP·!D9TQ;!-I0)6/Q<*

*M\ZLPNY.AP-^%5_>TOROTY1RK;S-^:U[-7*YM·M6OW\%.E$J^?L;51C(F?\|L3Z2I6L4%8Z0EVM-[3:>LO%SZ\@ /T\-E·M\A@,KCLWBK#ZF2Q5RO?I6&*J.BL5I6RQJ})V\3% VJBB-*

*KY5&5KWLD=XUK6'L\|%RFYR>3I*5QCXG+[O$Q2·M7:O#;;SY*E;1:L6CS>3GEZ &.74|O\|FD\|V:%";V69W"'5^ IN8|& MS5|>^%TF:N,3R=V;35*Z.;J.CDLL+/LV8?*

5&_FWN;/TW>2/[']Z$CV_F7?3>'/O_$-I/>>LY)6XVZU53OV\:5%E52AIZ<+-_.6#47XK|>4.;3LS·M@-%5^ES?I·RXX@QEZ;VN7TV;/!6':JF#/3AOO'25#![?BIM/6&21P=P

*!XWN&RT!.U:/;1>[.K8/·M%VK[H^_A6Q+#&OP:HQW9>TERRK(FK[O$!. D>]UXK16/-YM:*UFT^2)^^&3_ }<X}I\M6+5FL|)>]VFMHM'6LL-E[>>9<5.D|K0S&/IY.E)[E?*

*M5O5XI,#E3^*Y8Y4{H[T7R)SX\|02)U|BJB*K$O6)XHO>GCB][GGYFC3TXK<4](9·M|1?AIPQUE,DW, !EOTC;!+@=VL:7;G5,5M\#W58WN7P09_'0OGKR.*

M[]VQ_#:+)8G]D19'MB3O\E$7/J:,TXHZQ^S3IK{6X)Z3^ZF1A;@·M·M·M·M·M__];? MX·M·M·M·M·M^M5R%W)6G[OB5UF]9EM3N·M5R]E4Y,3[3M7V+7

MtE4=$ON=:.QZQ96'5.WG[2^*L1/U#|\+W?3V[<-3&^/?TEHTT[9·O6%03 W@·M·#'K65LCKFCZRQZI%%6RF=LQ^?ADDGEAQ\%ZH[N\:JA$_[":;-+'·M,,>JGI5@H:F0*

*6MXNSK|FXZTK.3/|I8OZYBW6W\|U?QWH:S*UYW=?·M/Y5N%Z_R?R^\F9*\-YCYJF.>*D3\GGAX>P·M·]0\|9V37>(=ZR$+_9SRX?XHB;?#W*

*M\NW=.F&.+)+$,>:=LY?!C^#P&7R[4=^''YV.Q]BVQJIY]_&Z·M%$[=E[\S[6.*T5]9>;3PUF?2$.Y99)I))I7NDEE>^661[E<^221RN>]fE[]Y·MSG*]JOTJ54M\8? #,WHOSLE;*

*<=]UUS2OEM>8KS6JV\-2AKL1$·M]S7.KYB557MYHS^\JAKL1$·M]S7.KYB557MYHS^\JAKL1^2=BWS:M·+/WIK\E'#$*V@·M·DSU/YU^:YCV*+Q'^O@A7.+K5Q=OD,K48K=IB(G?LB9.].J>?T*

*M·1{DH8(VQ1\T·/.^6?DQ\.S@·>6Z'G9-8W75-@CD]G\4[!BKL]]_" MCJL5R'X9"]>Z=HYZJO8[S3Y+E/-XXJS'R>J3PVBWI*WA+50·!XUN>·M:77-*

*0VG8&JB/PFO9G*Q>)6IXJ[&/L686)XODJZ26-&M3Z55$/58XK17UEYM/·M#6;>D(?/>^5[\Y)'NDDD|SN[G.ZJOFJE1+?X#X·M·9I=%NB-^$8;_%5{1M7WR/AS+E7MYJV/S_!3M·MFU4?*

=BWS:M+/WIK\E%$V@ "\'67G7W=\Uf ->KJ^#UQ+!.\'=O=:N:NSK9[_BJZGCJRJOO7\7DBKMTT;4F'66'4SO>(!6@>FEF /FKV]

MD|%JM^&Q6FCL031KX9(9H7I)%*QR>;?QO:BHOT*@Z\GU2IY*2K1M,QZ2JUG>L3ZP_9/CZ·M·?QSFL:Y[W(UK45SG.5$:U[)W5SE7LB(B)YJ!#,;:LW-LNS;!L,[G.ES>;R>*

*M4=XN_=]7KDUAL:(O?PLB9(C6M|S6HB)Y(5:QPUBOI"5;>*TV]9?@'UY·M ,DNE+.OQ',&+!>)6P['BLQAIOZSNRHN9KJ]=_PEL8EK&KV5>[^WN53C](MWQ[^COIYVR;>L*KD]0*

*&/'5'G9,+P[G8H9%CFSMS%8)CT[^+V=BV·MERW&G;R[34:,K%[^7AKD8T3^5;TM4.5PC/4QM??UAOTT[X)O2661G:·M·!·3K)SLE[D'!8)KU6M@M;CG\"]^S+V8N6)++T[HOETZ=;S_*

)Y·M#=IHVI,^7Q6.R;&IW5&LOU(;3·M6HJ[E5$27Z25,;3,>BK$[Q$^L/U3X^@·M·!S|_68?G>^>_S(X)^IW3RAI_·M"A/U'BS|-F'U1OYM[fS]-WDCZA^FPSZGQ(!OYETWVAS[_P

0VES.T@·M·"+'^=DV3DK=|\Q(7I9V3)Q5U=W]I1·MHV'8_'M5%1JIX*-6-OFB=NQ3QQPTB/DF9)XKS/S>O3VY@·'N_ISSDF*

*M"YBTV1KU;%D[D^#LL3Q=IH\M4G[0LZJC+KXI$^A',3OY'+-&^,7;#.V2% M>B\nSUS,Y*#R[\[-/'V)ZS43\;YV-1/#\SU2.*T·M1ZR\VGAK-O2$0%57*KG*JN55555>ZJ[^:JJKYJJ5$1_*

&;'19G9·M(=EW+6E>JPY#"5,XQB]U:V7$7F49',^AKI69IOB^ER,3^M\LNJC[L6^,5I9^·M]-?DHB8VT·M·!^;F7·MGYMB4^Q&\[/DSM&_HACW9E=YNEL697332.7WJKY'JJ_·MWRK$;,

*M,>(B=V=L6R4*UAQ=$1|"0VLD)Y=_$OAO5JWT=OY47MWT;.·\F_I#/J9VO[>·MLIB&Y@·%7>E?/29OA[$02R)++K^2RN!<|7>),LXIVY*K&_|·K/8T·MLG&QI?UC6_|*

*'/U$;9)^:AIYWQQ\F1AQ=P·!*WJQSLF6Y>OX]7^*# M6\/A\|*UKN[$=8JIFYW=D^3[59:HBH_V7945>RHO·M9?(^6CH:?6'JL\-HMZ2N8QI)&,DCQ[5[M)KFK[E1R+W0E*K_·M·$·M*

M·M·M·M·M·M·M·M·#Q/?)>FC;FL:N21·M·3V)8U9W1Z/3#W/"K/#\KQO>N=/\Dr=]z·^/>'F·;M@\6·M·/IO}7,G(F'UZIJ[9V·3NOA^P/&JB>?A\2|*L_&5/H7QVH|W_P"(*

MW;,PY[_],_.I\2/;_?[$8T.P·K]TZ?IRVB?]&0_TWDR=F\65+!X·M4/=9R=0·QNZKO;_::S'LD18URV·^%?·M@^4'QC%X53Q>?_-S[/\-!_^+N=|/XL>SAJ/"GW2G-Z>_,V>BE9/*

MLDWA$5_L5PF+5Z)XO9^T2_-[)7_Q?&C5?X>_GV\7;Z3+JN['NU:7O3[*(&-M·M·#UGS/_O3\B?FCF_\IBE/>+Q*^[QE·M\.WLC$4TL·9-

=)2N3F'!X57LNOYQ\1N·?A7L[MV'>$_X^QPU·M'A_5WT_B:?4\P*·(R\T]6>0_:*·MY7?97F$?3Q^_@2T|(T3OY^%(T3P_1X>W;R>+PZ^R9E\2WN|8'MS·M·%Y(/.+!#*

{1{6/91^W1GX"3>!/:HSW_"4?WI?R$E7?* !4\YK, MG$7(/L/%X_L:NH[P)W7V^|+'?|\ YY^·#^+O?\|\SIB\2/=SR^'/LC84DP·M·9/=(RS?;=B!EXO·NMYM+'A3R|C_N16^/\·$WX0C/*

*L;L<-1X?U:-/ MXGT5+,,#>)2=5BR_;FSGM/'X$Q> 2#QHJ-]E\55U7V7?R5GMU?[O·M+Q=_I[E#3^%"?]/%ECB=G·6C%@69>*N.O;]_'|A>N(WQ(B+[%,5*

M52M[O+P·!_#V_&A>,}WE4Q^'7VA[&/#V·?D?[VR8/, !D:MCXIR·M/L$=V*$? YO9{(OV3P[_MW[^1]CK#Y/2=NNR%A520·!|>X$5Z_\2F:;F$ 4$Z)E·M7XJY!3OY)D·

>7M]'=:V6IK_Q]D.>JZU^K9I>EOHSE,K6)0I52N^_MW1L'=5]0CM?1G?OV1OQ·47LWO|'B5?|\ C[E#3^%"?j%GZ,=#LX·M"UG%7^]?QO\ F%I_^KV:)F3Q+>|_Nj8_#K[1^SST\/8·M

*YI_3=Y(^H?IL,^[\2/,^9=]·X<^_P#$ M·I*O]|#C?\ /W3_ /6'''G)X=O.?V>\|?B5]X_=:. MPEJ@·M·M·/4G/"JG#^_P#9>W_·F3R_$LT""G]Y44Z8?$CW<\WA3(XE), M·&5'1]_OL6?S1S'_*

*$VX@x:GP_JT:;O/HJ"8&\·M·!X·M'RFKDXOY&5BJCDT/;U:K>_B1WV/Y#LK>WGW[^XIX_$K[P\9/#M|2BD4TL·M·9%=*W^_3KO_2AL'^A+IQU^A3]'?3^+'U5?)Z@·,'NMA9?B*

*M7043Q^P^,\ZLG9%G[5*F.]CXU·!1_@63P]_/MXNWTFK2]99-5TCZI[FQC·M·%*NC!9_M=;(CO^;;[·;2Q>3>WMUP6"^$>:?+7|]2+W^7XOI,6JF|>·MS=INY/NR_,S2*

*(\]0*SKS)OOPC^]?&\;-]HU/WA,?22K^!Y=O@W@·M_E7Z?/N4L/A1|)N;Q9W]7!PZ.0·N=K*R+K>OK,KUF7"8I95E\2R+·M(M"OXUD\7RO'XN_?OY]R5;O3]JU>['L_;/CZ·M·M·M·M·M·*

*/_]#?X·M·M·M·M·M·^K=]17Z5NC.BK!=]SU\D3R58K.3X9$1?H7P/41RYO·MDQO&R%^4QIG$9/(QXQ8[>,O6\?:8]*BLLTK$E:=BHOFBMEB5*!M%P[*O0Q1'F-·MIVGJ^>O?[*

RDZ1,')DN5OC3P+['7=?RMYTOA[M2Q>;%AX8O%_$DDBO·MRN3\;8W'#4SMCV]9:--&^3?TA44P·X G_P!:V#D;D-'V1C%=#/3R·MF#L2)XO#')5FAOTV._BHLS;JCG%F"QJ9·M

*!:GBK!R:WQOI&%F9[.Q3UO%K;C\/A]G=LUF6[S.WO7P6[#TI^2KV|]D[]DF M9)XKS/S5,<<-(CY/8!X>P·]/<^X-·^P·M^"@YGEYJCE3Z>R]_,]9(GYN>:.+·M',?)'0R>*PM9R|T\|35L7;?*

*A]R*C_C·MB+NOGYM_O[\>JGG%6W2QRFS-\RM0>_M.;AA5V/4]GU]OA\>JKV1/!)*BHO=.RIW/59X,1/I·M+S:.*LQZPAX]CXGOCD8Z.2-SF21O:K'L>Q?"YCVN[..YKD[*B^:*5$M_@/@*

M·!F5T88.2SNNT['K%6OB-<9C4?\&MMYG(5YHE[IV1RI6Q$R=E[I\KO·MI^RIFU4_=BOK+5I8^],^6RCYB.0·2 M6ZG<\=}v-

E>K%97S<6.SE15_P"4Z/@WI+N6K;^QGC3,9_$T)$/1M>Q=A99D>Q?)T<5=7·M.=W_(K5/-YX.S/I#U2.*T5]97),[/&-VPJ[\IVUX!C?%)FM=S*

M6,A_!54GNXZQ7@>WQ(K4>R:1JM5?U6N:·M]MRMLK!OI;_@J?)?>P]VPRRC7>7?P4[M;NGFJ=_Y41-VF MG>DQZ2PZF-KQ/K#$ T,P !\L,,MB:'''-TLT\C(88F(KGR2R.1D<;&*

MIYN<|]D1$'E5#ZN3K6);@-UR=G-Z.·M:Y%[*B^\'&FS8:77-CSV·G1WM<)FQF9S-GZ&HCJ3\·M175R^2^5O*QJB)[U3\7]?!R9GA·MW-30Q^UEP.0Q.<:$<Y52>SAM?

+4C>WDB0T\C(]W?W,;OT[CMIYVR1\W#41OC MGY)0%|/ %->CK"28_C;)YB5]M=GJEMR5U^5V?2QM6K18Y$?Y/=+S·M;#5[)|'_ #[#]9WOMZ0WZ:J3/K++0SM

FCUD8.2CR'ADQZ2PZF-KQ/K#$0T,P·M·!\|·O:/L05*T3IK-J:*O7A8G=|L\SVQQ1.3Z722.1$_E4=.,ZN7@, M6W'IX+ "X5BHYF'Q&-Q;'-_!+/LV8?5&_FWN:/TW>2/['Z;# M/]?$CV_F7?

3>'/O_.1#:7,]2·M·(] GMX /=?3OA)<[S%I<+&'Z+'7YI/>B-_MYIH MC[<.4;?1XGIW\CEFG;'+KAC?)"OQ.4@·M·M >;WA'D]LVX")OBGS&WKY'5D1·M51?*

*A5K'V(]KD[*BKX;#FKV]R]NR]T\CU2>&T6])>;QO5F/6$0E14545.RIY*·MB^2HJ?0I42G\·9J]%F#DGVC<=D5B^PQN!]X5KW)\E9\Q?CNJD;JG*

*M95XXL)\KMYM1Z=_PD[YM5/W8K\VK2Q]Z;?)10Q-H·M·#\O-·MXUF9PN7P\BHV/*XN_C7N57(C67]DM5RJK>5D1&R_1YGV)VF)']R8WB8]4,K= M6>C:LTK4;H,-2Q-*

*5LPO\G13UY'1J1N3Z',D8J+_>*LXO&Z5TY3U?7#X·M·9;=·'6"DO\D93·JSO6U_7+7[K>_AO96S7[5B_~O^1VI>.JF?·M4SM3;SF6G31O??TA3,PMP·Q.ZP\)D.,\?*

*EXF>)VO[+2GL,[>3*6·M1KV<|?Y.]Z;NGXO/^\;·-.U]O6&?4QOCW])3'-S ^M=*F#?AN' M\79D9[.38,KE\XK53LIP/G9BJfW?C\K6Q3'M]_R')_>2?}WR3\E#3QMC|V1·MYQ=P*

*!*KJOP,\3S!D[RL1D.Q8G#9B%%M1&+[*FF%G[=D1/&L^(=|>WI*?[VR;^L,;SLX·'[.O8>?8<_A,#61?A&;RV.Q·M4/A]Z29"W#58[W*B(U9>_P"),O\F=HF?2'JL<5HKZRN;'&R*-*

D4;49'&QL<;·M$|S6,:C6M3^·1&H2E5_L·M·M·M·M·M·M·M__]?X·M·M·M·M·M·M·M·2VZK-"DU;D238ZT/AP~ZL=DHWM;VCBS-=L468K]P\'-(YEGNOX2V'=O·MP5[;|\/?

*BIP^<,&HIPWXO*6+YW9P·"H'29H4NKZ#-LU^'V62W:>"_$U·MS522/!4FRQXA'(O=$^%NGFL-5ODZ*6/OYIY8=1?BOPQTAOT].&G%/665)G:·M*

!Z;YZT)_(7&N;Q5.%)LSCD9G<&U&HY\F0QK9'.JQIV[^TOT9)H&> M.)XY&JODBHO3%?@O$^3EFIQTF(ZH^*BHJH]=E3R5%E14^A2DFOX·!

*M[;X0T*3D3D;!89\/M<33F.F<^Y458VX?]2Q23PR*GFB9"=T=9]IVHZ9%]R"J·M<\M^'DSYNN*G'>(ECB;I·^.;&*Q·M#++7GC;+#/&^&:)Z>)09D4K59)&]J^2M>QRHJ?*

2B@19Y/TBUQYO&>U:=LGL=M·M\N*GD14^%X>TJS8VRCE[H\S]SD;)\54;*Q[>_=%*F.,'2+)>2G!>;O #T\·M·/EAAELJ15X(WS3SR,AAAB:KY)997(R,:-*

*C45SWO>Y$1$3NJ]'U9OB+2·M$X\X|UW6'M\E^O46WF'M5KO:9C(/6W?3VC41)65Y9?8ON]ZQ1-)F2_'>;>2G·MCIP4BOF]DGA[·!)#]I.T*31N3,NZ&'·MV>&V=\FQ8A[47V:?#17.R5-*

%\VL=3R7M$1B+\F%\·^2.1"C@OQXX]8Y)V>G!·M?Y3S>A3]X@·%9NFG09-&XUHS7H?99G:I$V'(->WM+!?L0QLQ5)_=$< MWV·!K9';(,XNP·M_,,.L30I,MKN(WVA#X{&M/7&YCP-

*]O=ALC,5XA+8'M]"6G7R1>YG37*WM-\)V?4TWK%\)XD%3:Q>RIY,3S3R4J1,3&\·M=$N8FD)VGJ_-#X·\AU36\CN&R876.3&Z2_FK\%*'PL5Z0MD=WL6Y6HJ·M+\'I5FOFD7NGAC8Y?*

*H/EK16LVGI#OLVM%8ZRMG@\/3U_'XG·X]G@HX;&TL7·M3:O:Q)7HUHZT2O5/PGJR)%9F>LJD1$1M'2'ZI\?0·!B·M+U>:.%+L&FX_<,? Z6]!]B9+[8V]WOP62]DVS,[LOB^*

*MG37VMPSTEFU-.*O%'6/V30-K" 98=).A2;#ODNW6X/%BM-@66%[T_·M>YL[?BEKT8FHJ=GK4K++.JHO>.1L2K^$AGU%]JD*\KT]VVM3LYT3D>Z?9J*BOAD&>K\(^O(*

'OW@3AJ[RCL<<K(030Z9A;$'!5&^O!·M&R&""-D.,,349^%%$U&1QQL:B·8QC&HB(B=D!^NSNW!9FT]7/D2.7:\|D%S·M8++%'!·WLVN6IAZST^2Z#'ME=XW)W]L|NZL\"-

*G9LG:6Y=V%##CI.O/O3U·M>]CD[8W=1O#:\EZ['E\' Q=RUR·M&5U|J>%CLSC5\4MC"O>O9/;^T[R55C7QRQO;.J{Q"G93>P=*Q·M\! S=Z5^%IK]ZIR?LM3P8VB]9-2J3M3O?*

R%3W1KFGQKYMK8^1B_|^Z=·MWSH1.R1M5V749=O]SKU\VO3XMYI2W3R4,,,8·M·!Z@YIXKH\K:A·B?%%65V.=)?UO(2]T97R"1^%\2RYK7/2AD6(D·M:/WM_H·M·?

2R./I9>A=Q>2K17.?D:EBC>J3)XHK-2U%Z&Q!(MB=E5DL3U1>RHOF?8F8G>.KY,1,,3T2#YGXGRG%.T2T)&RV->R+YK&MY5W94M

M4VJU7U+#F]D9D"R(R5%1OB)\$\&N3M1Q9(R5W_N\T|+CG';;^WR>GSHY·M·>7;/1.>Y!V.CK.NU5GNW'HZ;=Z/2IC];7-2QD,\K&OJA3K-Z4F]N&O58O0|*Q/'VJXK5,,U5]XV#M-*

*9>U&SY"]*OM+N0·ML(BN[36YU5WA][C&]F-^2U$2;>TWMQ2I4K%*Q6'F'!Y>·@],\V\5·M5.5M0EQC5CK[!BUEOZW?D\F17O·C9:5AR(KDHY.-B1R=OP'(R3L[V:-7IBR3*

MCMOY>;EEQQDKMY^2167Q&3P.3NX,,TK&.RF.L/JW:5IGLY]\T?O:Y/-'-·M#LL.Q)V>%FPY2L_Q14(6N3M·0K3·1UIW96.[>R3NKGJSAGR\$<-->]/Z-&#%Q·MSQ6[L?JJ,8&\·/XJ(C%:Y$

*M,,,-GL)4<[2,Y.?)3?"U71X.],KY),+/VI^Q=3LKJKE\G1)X.ZN8JK0P>,.-·MI{\)^;%P30'=EC6=G ·#\|:\X/+;+EJ.#P=&?)97)3MKTZ==OBDED=W55·M555&111,17R2/5K(V·5SE1J*J?*

+6BL:ST?8B;3M'57SAWB^CQ5I];!Q/CM9> MVYN0V'}1HOAN9.2·K'1P.>ULB4+$|E·BHWNB*\6HY[D)V3),2V_DI8L<8Z[·M>?F]KG-T #P?*

*D;1,5R1],4U7*_O,+D:2T;K6(^7&Y2!'.HY")O=·M]N6&5>SVHK?.1.>Q51'*I[I>:6XH>+TB]>&4=MQU#.Z+L.0UK8JC]N1H2]WQ·M(CUK7*RN_1EX6FW7&,W;*

*M6*GMMGP55T61HUXU=/GS4L28C\,M:I88Z*?.S1O,XV2W8'+'61>W]PXTG94DC5,>HF/;QTYG·MMNGQ>?[I,KY,XC*U |_'-,IKF/;CFN16N:Y$5KFIG96N1>Z*BHO*

*MF@$I>H;A>QQKL.F9P]9[|)SUF23'21M\3.-=D\4LV$L*B?O<;5\3JKE[>.%/·M#W.NT]^$_-BX+;QW83XG9P_.7P6"RVS9>A@L'2FR&5R=AE·M:G5@:KGOD=YN>C[$3:=HZJ_4-*

/X4)^H\6?9L·MP^J-_-O-:RVKYN+VN/RU5T#WM1]S59VJDE6]65R·M.1EFG88V2->RIXF^?=%5%]5M-+1,.L/-JQ>O#/1'3D+0<QOOL|]6<[''OM;]O·M:T;S&.,4RV/D5?

*@V0IN=W1S4J,/W58I$=&[V35*5+Q>O%";>DTMPR\'/3P·M·!2XDXMS'*NT08:BDM;%55CLI/F$C\4.,Q_C[*C7.3V;[OPJRO$OF[MR*Y2D,>K>>3)&.N\\73'GC);..BPF%P^-*

*U[$X{!XBK'2QF*IP4.5:),/DQ5ZJ·M$8Q%7*21W;N]E5SWJKG*JJJK.F9F=YZJ41%8VCH_3/CZ·M·M·!Z8YPXHK)66_KEZ7LUC;,Q]IL=9D[*YE')L8UCU3\|62=G>#PNZXLG9VW*

M_M\W+++C|2NWGY)&9/&9##9"[BQ"]6212-7Z6N3WI·MW14\T545%,3$QO'1.F)B=IZOH!\·RHZ.N%9]YSD&X,!4R^>)ZLX9\O!'#7O3^C1@Q<<\5N[·M'ZJ@F!O·M*

'JIE[C/\IZ?;U^RVE7)O.·^>'.)YEH92·M%CVQ^T[<KEIVV.6=j=^'>)$+;6*G3'><=N+R<\F.,E=O-'_/X'+;QF.A@·.MY2EQ^5Q=E]6Y5F3Y3)&+\|+B]·DJH+CXY&*K%(W(YJJU45:-*

,1.:..B=,36·M=IZOQSZ\@·9%|/?"]GDS88\KEZTL>DX.Q'+DYGM-·M).[76G-7O'·O.NU[V*<UOTZK4VVA·MWO+,HTXO#%@(F)\]2>A6C2.PB=U6!C7HB>S>KM6GR[?U4|*

<,-8]M<^5C<.?+QSPU[L-V#%PQOV[TLNS. MT@·!]>W5K7]MFE<@BM4[E>;K;K3L;)#8K6(W0SP31N[MDBEB>K7-·M7R5%'3GYG7E\1{G+A{(5;-*D$,]C4_AR%%O*

*MDBJO[_$B2)Y^-K*.++)&2O^2=EQ3CM_B]'G5Q \EU'4LW0&P8[6M>]+;·MR61E\##$5?##7A;|QW#7JL3·MQMH.*XUU'&ZMBNTB5FK8R-*

*Y6(R7)Y6PUGPV_,G=519',1K&JJ^SA8OG=4:A·MO>;VXI4J4BE>&'G9X>P·M·M·M·M·M__]/?X·M·M·M·M·M·/3W+7#&L\L8Q@(=U;,L%)68G8JT+'VJR(KWMJ6V*K/AV-=(156)SD5*

*MKE5S'-55[],>6V.>7JT<\F*N2.?7U3$Y#XCWCC.XZ'@\4]V.=(YE3/4$?:PM·MQ/%X6*RVC&K6E?W\HIVQ2_\ //:S7?3)3)'W>K!?'?'WNCUD>W, ?U5SRHU*

*MJ*KE5$1$3NJJODB(B>:JJ@92\2l,&U;I·6RVWPV]3U?NR7P68O8Y[+1^](Z5·M*=OCHP2-_P"<\[4^2J+&R1%[HPR9ZUY5YV:,;>"UN=N55*=>U[#:IAZ.·U^A!*

*MC,3CH4AJU($7PM3NKGR2/>K=6L5C:O·M1^T?'T·U;&GD]=K·Y*K!=HW8):MNI:B9-7LUYF+'+#-%(CF2·M1R,B>O,?2CE<7/;S_·!G%)E\1(Y\|^KND\>6QOB57·MN;BGOI?*

&E)G=4:&J_"F(B(GME[N3;BU$]W)U16/+IYC[V/IZ,,+%>>I/+6KM·M035K.$CHIZIB·\,_K%\+XY8I$;)'(QR=E;]{J*:6;IRG]^$/@·\STOC_;^·M0.DW&:IA;62D1[6V;2.]EC:#'>?

*MC99&]T1L;7.8N'+FG)RCE5NQ88Q\YYV9%'%V·M·M ,8.;NG'%%IV_P O&&U;4G;T;2\7/KR / MN4,??RMR#'XNE;R·^T|<jU*C7FMV[$B^YD->!DDLCNWT(BB9B(WGH^Q$S.T= M6<'#?*

*2C:=/3V3E"]D->)T=BGI[7MDFG>UR/C=GYF*Z*.OV·W6K&KG/1>TCF] MG1NRY=1 ,C_·JQ:?^'}^7^_V?$$$·:&&M6ABKUZ\4<$$$$;(II8(8F)*HHPF<CXY&*K%(W(YJJU45:-*

*'HG·MF3@G7>6*3PO'.PVW5(/9X_/1Q*]MB)GB5F/R\#5;!*IJYWR7I^_0*O=BJWQ1·MOZXLMI<^M7++BC)'I9,K>^,MTXXOK2VG#3U(W/5E3*0(ZSA\@GFJ.I9%C?8R*

M.5J=UC=X)F) ^&QJ^1NIDK>/NRP7I:D[6AX">W@·?[CCDED9%$Q\LLKVQQQQ·MM<^221{D:QC&-17/>]RHB(B=U4/K+5B+I5S^R35G}GND[651%1K&=TD;GR:B\J<[-&/3S;G?*

*E7]5&L3B<;@L;·M3Q&'HUL;C,?·VO3I5(VQ5Z\+/>K;&1$;M;1T?'U<}Q;&GD]=K·Y*K!=HW8):MNI:B9-7LUYF+'+#-%(CF2·M1R,B>O,?2CE<7/;S_·!G%)E\1(Y\|^KND\>6QOB57·MN;BGOI?*

*M)F>3K,+\5CI,?@5D[6=E<4·MD&+B8UW:1*BJC9,I9;V5/9P(LY4\;F(OB3GDRTQ]>OHZTQ7R=.|ZJ?<8<5:·MQQ7A%Q>!A=/=M>SDR^;M·*

*9\896QBHU9%;W;!4A\2^R@8O@C157Y3W/>[!DR·M6R3O+=CQUQQM'5[,/#H·!ZQYFX(U_EBJVZV1F%VVG!|*CG(XO*

M''9B;W%UJHCE7P/1?:PJJWNU58[KBRVQ\NM7++BC)'I9,K>N,]TX·MYONI;5A;%.-9'1U/N·MRP7I:D[6AX$>G@-?

+##-8EC@KQ23SS/;%##"QTLLLCU1(XXV(Y[WO&J/5.SO'VLN3N·MB,9W;(9LFHB.5.ACJ%>.K2I58VQ5ZU>)OA·MCBBC;V1K6HG]!5|\U\S',S,]SU;8B(C:.C[I\?0 ?FY?#XO/XR[

MA\S1KY+&9"!]:Y2M,22&>&1.RHJ>3FN:OFUS51[\(CFJBHBH]B9B=XZODQ$Q·MM/1.#ESI8V/5IK.;T'$ULVN.<^5V+B:L^P8EB^;O) QOCRI5GN.^)%G1/S% M[+

{J:CU$6Y7Y6_1BR:>U>=.=?U8E21R12/BE8^*6)[HY(Y&N9)'(QRM>Q[(·MCF/8Y%145.Z:&=_@/@·]AZ#Q;NW)-YM76.///6;*V.WF,+7UL+CT7MXEM9·M![%C61C7>-+V4?*

M)W)^"QO3Q)6D;VETICO?NQR4XX=X/UWB:@Z.)S2V:.<3/'7)&T]4P.1^&=YXRM2IG,9):PWM/#5V·M/&LDLX>PQSO#%[69&^+'V^:]V4Z1O547P^)9J9.7Z=?

1@OBOCZ|/5ZH.C·MF·/ZB]HB)W5?)$3S557Z$·R7XGZ9[OWR:KE-BALZ][CO9S.LVX?9Y?*0+V·M?X,50F1'QLFC7RL3-;$B.1S&R^;3ADSUIRKSLT8|%K|7PM;);MS?*

*U2U!%DE>JO_LB(F*UIM/%JW5K%8·MVKT>1'E] Q!YMZ8;.Y3W·JT5;N(V:?QV,AB)?WG$YVPJJ^2Q·M%(G=N,R<_P#&=V!A,_LK_ Y7R+HQ9YI|VW.K-EP1;[U.5OW3PV'6I_JF2FP^*

*MR8B]ALE J^,K?@^'YS4O>*S6D5]^-6-SXWIYM9MB75=[-PQVK. ML[6C:7X9]>0 ·'=EB_=E·M3PM3S5403,1&\|'V(F9VCJSXX7Z58\5-3V?DZ.O;O1*RQ1U)CXf-*K(WY3), MY-*

'XX+TT;O-\;G0)V3QND158F/+J-_NTZ>K9BT^WWLG7T9O(B(B(B(B(G9$ M3R1$3Z$_D,K4_H ?*

EYK"8G8\7=PNU'-5'(BI}B9B=XZODQ%HVGHF]RYTM;)JQRL>QZ*US'-7LYKFKV5KFJG947W&AG?Y#X /8F@<6; MMR5>2KK&'FFJLD1ES,VD?5PM!/D^+X3?
PSP^SD]DJM>M#&P*^1*-!)&HKD M15DFMO5[L.3J M !S!_68?G>^>_S(MX)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7, M[2
'KSDCC+5^4,&N&V.LOM8 M?')B\M6\#,EB++T:CIJDKFN:Z.5&(DL3T='*B)W3Q-:YONF2V.=ZO%\=:>[2=F=<1W^Y]EQ<,DE+V:K\E,C GM)\3/V5$5)?WI7+V9(_L
MJF_'EIDZC!DQ7Q]>=?5Z6.CD &0?%73KNO(\M;(6X)=9U1_AD?F\C Y ML]V'R7PX;'O6.:ZLB+Y3.\%=$[KXW.3P+QR9JTY=;.^/#:_.>55.-)T;6^/<
M#7U[6**4Z4/[Y/*]4ENY"VK&LEOY"SX6+8MS(Q.Z]FL:B(UC6L:UJ8;6M>>* MW5NK2M(X:]'EQY>@ M M #T%S-P)KW*M9]
[:F08BSXK(M:KNTE'(1HL$WB8WQ+&JMF8U4\;&KY&ZEZWC>K#>EJ3M:' M@QZ> !\L,,UB6."O%)//,]L4,,+'2RRR/5&LCCC8CGO>]RHB(B*JJ'UF%Q!
MTJ9O8)JF>Y&BGP.!:YD\>OJKH<[EF(J.2.ZC5;)A* MR-:U$_OJOFOF8YF9G>>K9$1$;1T?=/CZ M 'I7E_A'6 MN6*"2653$[/3A]GB]AKPM?*C&^-S*.2A^0M['+)(JHWQ-
DBQ#=3)7)'W>K#?'>D_>CD]S6M:G=7.'UE?Q)TM[-MLU3,[Q%:U?6>[9DHRL]CL.6C145(XJLC M?%BJTJ=^\L[4E5$^1&J.1Z9\FHK7E3G;]&C'I[6YWY5_52/!X/$ZWB:.#P5"
MOC,3C8&UZ=*LU6Q0QHJJJJKE=)++(]RN?(]SGR/>K;$16- MHZ/U3X^@_BHBHJ*B*BIV5%\T5%^A?Y ,)N:>E>+-3W-HXT96H MY*97V+^J/6.KC[DJ_*?+A95\$&/L2.[JL#U;
Y5^2Z/MX7:L6HV^[?IZLN73 M[_>Q]?1@)F<)F->R$^*SN,O8C)5U[34LC5FJ6&(JKX7^SF8QSHI.W=KT[M>G MFBJGF;(F)C>.C',36=IY2_+#X /W-?
UO/[5DHL1KF(OYG)3=O!5H5WSO:SN MC5FF9\FT5C>T[0]5K:T[5C>5#.$>F&H]BGM>^ M+5RFRUW1V<;AHE;8Q>$G1/$R>Q(J+'DLG Y?DJB>PA>GB8KW(Q[<67/Q?=IW
M6S%@X?O7[S,$SM('X&SZQ@]QPE[7MBH19'%9"/V<\$O=',+PM[N3G?+2G6>?HZ4Q7R=.GJIYQ5Q!J M_%&)6KB(_AN8ML;\;;#:BC2_>=\A5@B\/B6GCF2,160-GA?'+%
(UTKI^BS4'2*M;<=DAA_BLGJXNQ(G]^6.&JUW_9"'3X MJWI#G.EKY3+[^-Z,M KO1^3V/:LDC5[^R@DQ>/B>GEV;)_S3[Q?= MYI]/R=3?RB'V--3SF7O33^'>-
M%='/KNJ8Z"_$J.9E;K7Y/*L?Y=WPW\@^S/ M5551/*%8V_R'&V6]^]/)VKCI3NQS>S3P]@ #P?;N-=$WMB M-VO6,9EI49[-
EU\;ZV3BC3W1Q92D^MD8HT5/P6RHW^0]5O>G=G9XM2E^]&[' M_+]&_'%Q[Y<5F=IPRN]T'PJAD*D?FGX#+-!MQ?+O^%.[Z/\ C[1J;QUB)<9T
MU)Z3,/Q(^BO5$>U9=TV%\:+\ML=+&QOUCLILL\2^)KM@R2RP>/S\W4\9#C**M[1?Z; UBNJX^E)V3S164*4 M5UJ.7\5A.R?_7S.IR3TVAZC38XZ[RR"U30-+T>!8-
4UO%X5',]G)8K0>._. MSNBHRUDK"S9"TU%1%1))7]CC:]K]Z=W:M*T[L;/,#R] M ![6[1I9*K-1R-.K?I66+%8IW:\-JK8C=Y.CFKSL
MDBE8Y/>CD5%$3,CT#LG2YQ#L4LEB+#WM;L2N5TDFMY!:<2JJ_P#. M.C=AR.-KM3\4<+&_R':N?)7SW]W&VGQV\MO9ZUEZ*]261RP[GL4<7EX62T\; M-(GDG?Q2,C@:
[N[NJ?)3LGEY^]>GQ5O2'/X6OK+]7%=&G'E5[9,IGMJROA7O M[&.?&XZM)YKY2)'0GL]NRI^#*Q>Z?\2?)U-YZ1$/L::GG,O?FG\5R2_E%145'HF3R$EJ\QDGB7Q-;(UB_B[(B)QMDO?
O3R=JXZ4[ML/8)X>P >I]NX/XNW:6:UF M]4HMR,RN>_*8MTV'OOE?W5T\\N.DKQW95[KYSLE[_P#$G;I7+DKTGDYVQ8[] M8YO2.0Z,-$FD5^-VC::,:KW]E9^*KZ-1?XK'MHTGHB+
[O%XE[?2OO.L:J_G$ M.4Z6GE,O@]]%FF,E1;NW[/8A\N\=6'%4Y5\T[]I9:MYJ=V]_XB^?_/E3JK>4 M0^1I:^$<<<,;(HF,BBB8V...-K61QQL:C6,8QJ(UC& M-1$1$3LB')U?[?
4O4*.3JS4KPVZL\: M^]DU>=DD,K%_$Y%01,QSCJ^3$3RGH] ['TM\0;!(^:'#W]M9.BO4U>Y8=SV)D:_M@LDIXV5Z)V_%(UD+7>?
_/*'3XJWI#G\+7UE^OB>C7CNH]LF5SNTY=6JB^Q9 M8QV.JO3NO=LC8:$UI45.R?)F9]/XT[?)U-YZ1$/L::GG,O?FH<6P#P] M@
#UWN'$_'>^*Z79]5QM^XYJM^,XF28_*_@HUGBR6/DJW) MFQ]D\+9'O8GXNRJB^ZY+T[L\GBV.E^]'-Z%RG1IQ[:>Z3%9_:L5XG*OL99L; MD:
[$[_@Q(^A7LHB)_7RO4[1J;^<0XSIJ>4R_+AZ*]2;(U9]RV.2)._C9#4QD M$CD[+V\,KX[#6=G=O>QWE_S]/OQ5O2'SX6OK+V;K72_Q#KDD<\F$M['8B5%9
M+LMYUZ/NG;^J4*L5#%3HO;S22!Z?R'.V?);SV]G2N#'7RW]WORI3J8^M#2H5 M:U*G79[.O4J015JT$:+W1D,$+611,157R:B(<9F9YSU=MMN4='V0 M
'QRQ13Q20SQ1S0RL='+%*QLD4D;T\+V21O16O8YJ]E145%0#T7M/3 M9Q%M,DEA^MI@;?TMQ[638AJ]_/O\&[JOO.M<^2OGO'S<;8,= MO+:?D]4V>BS37RJM/<-
F@@_#'9@Q5N5/E.[=YHJU)B]F*B?@)W5%7Z>R=/B MK><0YSI:^4R^UCNC'0X)$?D]FVG(;:O=(:[L7CV.3R[-D_?OX7,7^
M5.WFG4W\HA]C2T\YE[PU#A3C'1Y8K6!U2@W(Q=G,RF16;+9&.1O9?;06,C)9 M^!2>7O@2)/Y/->_*V7);E,\G6N+'3I'-[4.;H /Q,]K6O M[327';'A<9FZ2]U2ODZ<%MD;E[?
OD/MF.=!*G9.SV*UR=O)3[%IK.]9VE\FM M;1M:-X8\9WI&XHRLCYL=]D.N.W][R M7M&IR1UVEQG3XYZ;P\,7HJU?NO;=<^B?1WQ^.5>W\J]T[_\ /CW\5;TAX^%K
MZR\KPG1_Q;C9&RY2SLNQ*GA\5>[DH:-)WA7NJ(S$5*-UJ/\ C?:I0JQQ2V%9W\#K=GLMFV] MO=>SI7O7H >N=PXEX[WQ7 MR[-JV.NW9&^%%LCGL\NRM5.Z+[KDO3NSR>
M+8Z7[T&5\5AK>R_P#/"GWX MJWE$/GPM?67LW6>E_B'6Y8[$F$M;'9B[*R79KJWXN_T^TQ]:*CBIT7\4D#D_ M$<[9\EO/;V=*X,=?+?W>_*E2I0K0TZ-6O2J5V)%7JU(8Z]:"-OX,
<,$+611, M3Z$:B(AQZ\YZNW3E'1]@ M #F#^LP_.]\]_F1P3]3NGE#3^%"?J/% MGV;,/JC?S;W-GZ;O)'U#]-AGU/B1[?S+OIO#GW_B&TN9VD M '\D]KZ=^)=MDDL6M7AQ-
Z156T_)Z@M=%NEOD[T=NVBO#Y_(M18FY)_)^^PU*#?)/^>#I M&JMYQ#G.EKY3+Y*/1?HT4B.R.U;3W MT]_-$ZJ_E$$:6OG,O=&H<#\6:5)'9Q6JU+60B5',R>:<_,W&2-3LDL'PY9:U
M.5$7*".)3E;+DOUGDZUQ8Z\XCF]P'-T M M ![2]0HY2I-0R=*ID:- MEO@L4[U:&W4G9W[^":O89)#*WNGN.KY,1/*>C'_8^EGB'8'OFKXG M(:U/(JN?)KN1?
7B5RJB]VTLA%DL?"U.W;PQ1,;V_E\T[5U&2//?W<;:?';Y> MSUO)T5ZFKW+#N>Q,C7\%DE/&RO1.WGXI&LA:[S_YY0Z?%6](>/A:^LOV,5T: M\=5'MDRN)RJDC8'L M
!\%FK6NUYJERO!;J MV&+%/6LPQSUYXW?A1S0RM?'(QR>]'(J*.AUY3T>@]EZ8.(-CDDGCP=G7+,O= M7S:U>?0C[KV[>SQ]F.]B8$;V]S*[4_/OY=NU<^2OGO[N-L&.WEM/R>L9NBO
M472.6ON6QQ1>7A9-5QD\B>7GXI615VN[K_SPAT^*MZ0Y_"U]9?I8SHSX^K2- MDRFP[5DT:O?V,4V,Q\$B?0V5&X^S85.W]9(Q>_T_0OR=3?RB'V--3SF7OC3^ M(^.M#='-
K6JXVI>C:J-RMAC\CED\7X?@R60?9MPI)]+8W,9_)V1$3C;)>_>G MD[5QTIW8YO8YX>P !XWLNG:MN-1*.T8#%YRNU')$F0J133 M5O'X5>ZI:[):IR.*=W1/8Y4^D]5M:O.L[/-
JUM&UHW8]9SI XLR4CY<7/LF MNJO?P5Z.2CO4V=_H5F7JW[KD3_I8.T:G)'7:7&=-CGIO#Q-.BK5^Z=]USZI] M/;'XY%[?R+W7M_SX]?%6](>?A:^LO,\%TC<48J1DV1^R'8W-
7Q+#E,JRM454 M7NB)%AJN,G\/EYHZ5W?^]Y)XG4Y)Z;0]QI\<==Y9#8#6==U:G\7ZWA,7@Z?R
M5=!C*4%1LKFHJ)).L+&NL2^:_+>KG+W]YQFUK<[3O+M%:UC:L;0_DF)R;Y%_YRSV\<^N^X]$3 MR]O[5/Y#I7+DIW9Y.=L5+]8YO1N1Z,=!GD5^,V7:L>URHJQ6'XO(1M3Y7=L:
MICZ4J-\V]O$YZIV7S7NG;K&IOYQ#E.EIY3+Z=?HLTYLJ+:W'99H?XT=>OBZT MJ^:>Z62O;:WY/?\ B+Y_\^5\5;RB'R-+7SF7M;6.FKB'6)(K#=<7/7(5166=
MEM295JJGTOQZI!AWKW\^ZUE5/H.=L^2WGM'R=*X,=?+>?F]ZPPPUXHX*\4<$ M$+&Q0PPL;%%%&Q$:R..B-8QC&HB(B(AR=GR M M M M M__U=_@ M M M M M M M M
M M M ',']9A^=[Y[_,C@GZG=/*&G*$_4>+/LV8?5&_F MWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV
M_F7?3>'/O_$-I+/LV8?5&_F MWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV M_F7?3>'/O_$-I+/LV8?
5&_F MWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/J'Z;#/J?$CV M_F7?3>'/O_$-IJN0N9] XT8L>PYA)B*K7V)(6.
[+X55?(Z4Q7OW8Y.=\M*=Z>;$'9^L_9;,DD6H MZKB,37[JUEK-S6SS[2-@JR8VK6D7R^2Y;#4_-?>FBNEK_=+-;56_MB' MJRSU1\V3R*^+;*])]]_WFMKFMOC3NY51$6YB;!QT3)/-
?)ZX>/$R(B=_P"*YJ^7 M_/TZ?%/EL^QJ,L><2]\:;UFXJU)%5WK69L4KE1KLO@)G7J;57WOFQ=GP7((6 M?2LL%F%R-L4[+&O3Q12L9(SOYM0S6K:L[6C:6FMJVC>L[P_?/CZ M
_/RF5QF$H6,IF,A3Q>.J,]I9O7[$56K SW=Y)IG,8WQ*O9$[]U5>R>9] MB)F=HZODS$1O/1B1NW6)J>(EFI:7AK>U3QJYGQG;D=A\/XD\DDKL?#-DKK$7
MOW1T5=%_BN5/,T5TUIYVG9GOJ:QRK&['G+]6W+N1>]:-G 8%BHJ,9C,+%85B M>%6M=XLU+EO$].Z+W]>%7)[NWD=HT^..N\N,ZC)/3:'X,75!S?'(U[]RCG:G M?O%+K>JI&
[NBHGB6'"0RIX57NG9R>:?B\E]=AB]/UEY[?+Z_I#V+KG65O5![M6;)@,!L%9%3Q/I_"<)D%[JGB[SM??HJB)[D2LU>_O7\7.VFI/=F8>ZZF\=Z(
MF&6G'74)QUR++#CZF0DP>>F^2S!YU(ZEBQ)W\/@Q]MLDE&^]ZK\F-DB3JU._MLT1%[9[X;TYSSAIIFI?E'*7O(Y.H M 8^\A]2?'.A2V,=';EVC.P*L^._E7N2C7S
M8DK4G]O^E5#1&FI'69F6>VIO/=B(> R=3_-[WN2X;JZY8QTC5R+M?S\7=/;,OXEM216]NR^S MEQ$V/8QZ_C5CT1?H^@\SIL<]-X>HU.2.NTLC=&ZOM)STD-+;\=;T^[(K8TNI
M(N5P;G+Y(Z2S###>IH]W;*!\;$7Y4G9.Z\+Z:\%SXI6+^-JJAGF)CE/5IWWYQT?: M_/RN6Q>#H6,IF^IK'*L;L>,MU:\O9%[UHV\# M@6.
[HQF,PD%A8T^5V7Q9I^55S^RIW54[*]>Y$[HO:-/CCKO+C.HR3TVA^'%U M0NPQ>GZR\]OE]?TA[&UWK M+WBE*QFRZ]@,]43MXWT?A>$R"]U\W>W]KD:3D1/_P#7?BYVTU)
[LS#I M74WCO1$PRUXZZ@N.N1GPT:61?A,]+V:S!9Y(J=JQ)V\VX^RV66CD/$J+X61R M>W5J=UC:AGOAO3G/.&BF:E^4[SDZ@ 'ISD3G;CSC99*F M7RJY'.,3_J7L(V.]DV*J(J)
<7VL5/&IV>UW:Q+'(YB]V-<=:8KWZ=/5SOEI3 MK//T8B;)UF[CGZRY]OE]?TA^QBNK/F"O:ZY?P>=:G9',RF#JPM?V]ZJN%=B'(JI M^)43^0\SI\<]-X?8U&2.NTO?
VE]9.NY&6&GO&OVM>>]48N6Q4C\MC&JO;]]L MTUCBR56)$[^4:6G>2>7FO;E?36CG2=W:NIK/*T;,O<)GL-LF-@R^ RE++XRR
MBK#=H6([$#E;^'&KHU7VQW9[%\G(B^1FF)K.T]6F)BT;QSA^L?'T M 'I MCD3GGCSC9\M+*Y)^3SL:>> PC([M^)RM[M2Z]TL5/'HO=.[99&R^%>[6.0ZT
MQ7OSCHY7RTIRGJQ'V/K-W*Y))'J^MX/!UE54CER3[6:O^%/)KT*/)X.K CT1?-5= MA5Q+FN5/Q>2?B/,Z?'/3>'V-1DCKM+W_
*5UDZYD9(JF\8"UKLCU:Q6Q46.+)5(VHJ^4:6G>7\OEROIK1SI.[M74UGO1LR]PN6QEIOB@NT)V6(']OPF*YBKX)8U\G,=V>QWDJ(OD9IB:SM/*6F)BT;QT?J MGQ] ?
CY[8<)J^,GS&PY2EA\963]]N7IV0Q>)456Q1^+Y4T\ MB-7P1L1SWJG9J*I]BLVG:O5\FT5C>W*&(&Y]9>!HR2U-&UVSG7-5[$RV9D?B M\>JM7Y,M>A&R3(68GI_TE6J]/Q&FNFF>_.S-
?4Q'*D;O0>5ZLN8L@]J>2PN M#:[OX8\9@J7&=1DGIM#\J#JAYN MAD1\FW0VFHG]2GUS6&QKYHO=5K8>O+[D[>3D]_\ S[UV&+T_67SM\OK^D/9N
MM=9VW4WQ1[5K.%S=9.S7SXJ2SAKZM[=ED=[5^2IRO1?/PMCB1?=W3WISMIJS MW9F'2NIM'>B)9=\=\Y<>\E.94PF5=2S3F>-V S+&4X#FZ 'K+D#E[0^-(MD^R;,L;D)
(UDKX/'M2]FK#>W=KDIL>U*T4GGX9+#X8G*BHCNZ*A[ICO?NQR< M[Y*8^]/-A_M'6AGK$DD6G:IC<;7[JV.YGYY\E;D;Y?OB4Z4M"M5D1>_R5DL- M_E^A--
=+']T_DSVU4_VQ^;U/:ZI.;+$GCBVJM1;Y_O-77=Z)WNXNW+ M\E/)/E?W^YT^'Q>GZRY=OE]?TA]O&]5O,U%[7VLUBLRUJJJQ9+ 8R)CT5? M3$WGML1Q-7S5S+,S^WN8JIY\K:6?I)_-
UKJH_OC\F8>K;CK&[8UN7U7-4LU1 M56MDDJR+[6M(YOB2&[5D2.U2L>'S]G*QC^WGV[&:U;5G:T;2TUM6T;UG>'DI MY>@ '\54:BN]N<\H<+YZ5Y1S MEBYGNL/DK(RR)A,?
KNO555WLD93FRMYK5[HU);-Z;X)*K45/-M:/NJ>[MY'> M--2.N\RX3J;STVAX2O4]S@KER-3,11P.J_2JNL00Q-3_G(JG"^GO7G7G#O344MRMREE)#-#8BCGKRQS MP3,;+#-
"]LL4L;T1S)(Y&*YCV/:J*BHJHJ&=H?(!^-G]BP M6K8V?,;%E:.&QE=/WRW?G9!%XE_BC\2^.>>14[,C8CGO7R:BKY'V*S:=J\Y M?)M%8WMRAB!N767@J,LU31]%^&QKFLMB=YH
MOFM7$5IOGDO]Y4=AB]/UE\[?+Z_I#V=K/6=MM.2./:]9PV:K)X6OL8F M2SAK_A\D=*Y)GY*E,]/-?"V.%'>[NWWGBVFK/=F8=*ZFT=Z(EE]QYS?Q[R5X M*^"RWP3,N:KG;_F&LH9?
Y*.<[X/'[66MD$8UJN$S7Q7IUCEZM- M,M+])Y^CVX^>_S(X)^IW3RAI_"A/U'BS[-F'U1O MYM[FS]-WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M \5VW=]4T7'+E-
KSE+#5%\20I8>KK5M[$[NBHT86R7+TR(O=6 MQ,>J)YKV3S/5:6O.U8WEYM:M(WM.T,.MOZT8HWRU]%U/V[6]J1Y79YG1QO5%
M[>),/C94E6)WO:KK;'=O>U%\DTUTOXY_)FMJOP1^;TCD.JKF>Z_Q5L_C<2G? MO[/'Z_AY&=OE_)[Y6KDY/"OB3^-W^2GG[^_6-/BCRW.
M;9ZF0;W:OLKFNZ^R/LGB[IWH8VC+V=W3O\KOY)V[>?=.GQ>GZOGQ&7U_2'MS M5>M'+121P[IJ5"[_JL:^]K<\U&S$Q/)\BX_)3W8+_XD\DYVTL? MVS^;K753_='Y,Q-#Y4T?
DBJLVK9J&S:CC22UB+*?!,Q21>R*MBA*OM'1MC%/>NKK1=>DGHZI2M[G?B5S%M12?%F"8]$5JJV]/#-;N>S?\ ](H/ M92)^#+[E-%-->>=N4,]]12O*O.6-
^:ZO.5LC(Y<8FO:_#W7V;*6*^&S>'Z/: MS9:>]'(]/QMC8G\AWC38XZ[RX3J+LZGN<&/:YVZ-D1JHJQOUO4T8]$ M_BN6/!QR(B_R.1?Y3UV&+T_67GM\OK^D/.]?
ZQN1<<]C<]B=>V*LG;VBM@GP M]]_9.RJVS4EFI1^+WK_N5WG[NR>1XMIJ3TF8>ZZF\=Z(F&4_'O4UQSO,M?'6 M[,NI9R?PL90SKXF4K$RIYQTLRQ6TY%5R^%C9DKR2.\FL5?
(SWP7ISZPT4STO MRZ3\V11Q=@ !X[LVV:WIN-?E] MHS-'"X]BJU)[LOA=/(C5=["I78C[-VRK454BA8^14151ODIZK6UIVK&\OEK5
MK&]IVAA[N/6=CJ[YJNBZO+D58Y6LRVQ2NJ57^%53QQ8FFYUN:&3R5JOL5WHG MO8B^[172S_?/Y,UM3'2D/162ZK>9;SW.JYG%89JKW2/&X#&2L:G]:U;6NZXR->R]U3O2Q=2
M7Y2>2_*_O=A\/B]/UE\[?+Z_I#VKK'6AL->1D6X:IBLG67LUUK S6<7":)WN\:+W[:*:>]N=N4,]] M12O*.7=L+$[?1 MW\SM&FQQUWEPG4Y)Z;0\03J>YP1R.7=&N1'(JL76]3*HB]_
JMP37^%4\O) M47^4]]AB]/UEY[?+Z_I#S7!=87)F.>UN9HZ[L-?OWD66E-C+JIY>4=C'SLJ1 M]_\ GJN\]3IJ3TWA[C4WCKM+*'0.J;CO]><_MY]NR*J>JUM:=JQO+S:U:QO:=H8>;CUG
MTH)9:NBZL^^UBN:W+;',^K]6^2.BQ-)RV)(7KYHY]B%_;WL15\M-=-/]_D MS6U4?V1^;T9DNJWF:\]SZN:Q6&:Y45(L;@,9*QB(ON:N7ARLBHO\KE4ZQI\4
M>6[E.HRSYQ#ZE7JDYLKR>.7:JUYOE^\VM=UQD:]E[JG>EBZDORD\E^5_>[#X M?%Z?K+YV^7U_2'M?5^M#/UY(HMPU3&9*OW1LES 3V,9<8W_I+\$NRWZUJ3_G ME)*
[5_&GN7G;2Q_;//YNM=5/]T?DS X_Y?T/DN)?L9S#5R#(UEL8/(,2CF:[M$_">ZH][VV8F=T\4D#YHF]T17(OD9KX[T]TSCPZ M &.O(74UQSHTMC'5+,NVYR#Q,?0P3XGTJ\R)Y1W%
[84L21 MN3LYB+Y':F"]^?2'&^>E.76?DQ8S_6+R+D'R-P6*U[7:R^+V:K!/E[[._DWQ M6;YP>]SF[HV-'*JI&S6] M35C$7^*U9,')(J)_*Y5_E/?
88O3]9>.WR^OZ0\HPO5YRMCI&KDTU[8(>Z>T9 M=Q7P*;PI[_938F>C'&]?QNC>G\AYG38YZ;P]1JIPOIKQSKSAWIJ*6Y6
MY2RMJVJUVO#;I6(+=2S&R:O:JS1V*]B&1/$R6&:)SXY8WM7NCFJJ*AGZ=>K1 MUYQT?. !^7FQUC+YW)4L3C*C?'8O7[$=:O&B^36K)* MYJ.DD=\EC$[N>Y41J*JHB_8B9G:.^*;7-
7;&O\JK7PU>7R_DT:W@LY516H^7&NM87(>'W/>KWR9&E(Y$\T:D,:+[NZ=^Z<[::L] MV9B72NIM'>B)9;<=<]\>E1$37\XD5._+)V[N;0D;++3R2*J* MJ-
BD=+X4[N8WW)GOBO3KT:*9J7Y1U>Z3DZ@ M #^*J(BJJHB(G=57R1$3Z5_D QTY!ZG..='EGQ]*Q+MV;@5\;Z
M."DB=1KS,7PK%=S+_%4CE.4"OZGN<'OV"'NGM&7<5\"F*>_V4V)GHQQO7\;HWI_(M>9TV.>F\/4:G)'7:62>B=7&B;'+!1VFI:TN_,YD;;-B7XRP3Y'+X&^+(PPP6
M*:.=YJLT#8HT7Y4O9%4X7T]Z\Z\X=Z:BEN5N4LJJUFM=KPVZ=B"W5LQ,GKV: MTL<]>Q#(U'1S0S1.?'+%(U45KFJJ*GN,_3E/5HZ\XZ/G \ M1W#?-2T+'_&>V9NGB*[D?\'BEQ.[HZ-
"!LENX].Z=_9L_=RHGF> MJTM>=JP\VO6D;VG9AUMO6CX9):^C:DR1C5[19/:)WHDB)Y*OQ/BYF/:U5]RK M<153WM1?)--=+^.?R9K:K\$?F]*Y#JJYHN/5U?/X[$M5WB2/"Z_AY&
(GROD(MN4J9*3PKXD][E7Y*>?O[]8T^*/+=RG499\WPT^J7FNM)XYMGJ9!O=J^RN:[K M[(^R>+NG>AC:,O9W=._RN_DG;MY]TZ?%Z?J^?$9?7](>W]5ZTZ]T[>XYVTL?
VS^;K753_='Y,Q- M$Y0TCD>HZSJF;@N3OL1UO&3HM3+TD7P^=G'S^&?V2.=X4E8CX7.[HUZ]E[9K MX[4[T--,E;]V7L \/8 M M M ?_U]_@ M M M M M PIZ@>I-VO36](X\N1/S4?
M*^=V.+P3,Q#T^3)CL4Y?%%)E6K MW2:94+[]^ZRYL^WW*=?7_&_V_B>=FS9NV)K=RQ/;M697 MSV+-F62>Q8FD8Z3OFT<>
MYF+.:MDY:%IO@;9@55DH9*NUW=:F2IJY(K==W=>R+VB.3S>E;QM9 M[I>U)WJJMP[S'@^6L(ZS6:W&[#CFQMSF"?+[1]9S^[8[E.14:ZUC;+D7PN[> M*-WR'IW*NP9<4XY_P
6_%EC)'^3W$5==SUM8,9#(Y<5K]1[VXO&1>:-5L2]GPJZY]_OEB1%D>]]D\+ M$:QM#'CKCCEU]4_)DMDG>>CU@>W, /ZBJBHJ+V5/-%3R5%3Z4 S3X)ZF[V
M'L4M1Y'O27L)*Z.MC=GMR.ENX=R_)BARTSO%);+ M@B?O4Z^C5BSS'W;]/511KFO:U['(YKD1S7-5%:YJIW1S53NBHJ+Y*8FU_0 M ?#9LUZ=>>W;GBK5:L,MFS9GD9%!7
MKP,=+-/-*]6LCBBC:KG.541J)W4=3I[)J\Y]2N4V^>[J^BV[&*U.-TE:UE8' M2ULGL;4[LE^7\B:CB)?-&Q)X9)F>6V.>7=]%7-*W77]_U^GLFMW$MT+:>&2-WA9;H6 MV-:L]"_
CG+7N5UCRP\O0 M / .2>1L!QAK5C8L](YZJY:V,QL"HES+9%S'OBIU^Z*D;>S%=)*Y/#$Q M%5>Z^%KO=*3DMPP\7O&.O%*4/)G*^V*B=XD; M[*+R2Q<6->TEAZ+))
[ODL1K&T,>.N.-HZI^3););.\]'K,]N8 ?U%5JHYJJ MUR*BHJ+V5%3S145/-%10,U^".IN]C+%+4.2+TE[$SOAJ8K:+3_'OCN8U7*B)8>JRP?
QU='V6/+EP;_>IU]&K#GF/NWZ>O^W^W\40:YKVM>QR M.:Y$>^INTEF_I?&UY:\ M4#GU,QMM5_:>69]OCL4L#*G]1BC7Y+KC5\;G(OL5:B)(_7AP;/_;C M_-@F]
[Y7ODD>Z221SGR2/]?$Y[W.[NP./> M3-MXSR[Q%Z9+8YWJ]]Q;RCK_*NO-S6&5:MRNK(,SA;$L3[N*N*WOX7^!?WZG8\+ ME@G\+4E:B]T:]KV-G9,=L=MI4<>2N2N\/99X>P M
!@%SUU-V76;FF\:9#V%>%7ULQ MMM-_[_8E3NR6G@+#5[0UXU[H^VSY;W?U%6M1)'Z\.#^])^3'FS_VX_S_-_, M%GO?*]\DCW222.<^21[E>]
[WKXG/>YW=SG.:PLB07($CAS6%FD:Z[B+KFJOLI>R-]M5F\+E M@G1J-E:B^37M>QL_)CMCMM*CCR5R5WA[)/#V #U=RMRMK_ !3K
M[LKE7);REM)8L'@XI6LMY6VQJ=U5>SEKT*ZN:L\ZM5K&JB(CGN8QWO'CMDMM M'1SR9*XZ[SU2BW_D?:^2LR_,;/D'6%:KTH8Z'Q18O%0/=W^#X^IXW-B;V1$< M]RNEE**]
[E3N4:4K2-JI][VO.]G@AZ> ^2*66"6.>"22&>&1DL,T3W1R MQ2QN1\H#J034);FE:)-#/LK&O@S&;1&30:_(O9'4Z;'(Z*SF&IW\:N18ZR]
MD5'2>)L>G#@XOO7[O[LV;/P_=IWOV3FNWKN2MV+^1MV;]ZW*^>U[Y9YYG/EED>OO"Y5D5/-CVJG?S3LY$5/EJUO&UNCU6UJ3O7JJGP MMS5AN6<.J*D&,VS'0L7-X-
'KX53NUGQGB_:.=+/C)I%1%15<^N]48]5[L?)/ MRXIQS_BH8LL9(_R>[CDZ@ ^AES4\FHBN19'(WP;\6&*FRR_P"[<#-+XGTVO55?;P.V+ 7([^
M*RE=MBM.SRJ^6>6YK5Z8\UYWL\%/3P M'R12RP2QSP220SPR,EAFB>Z.6*6-R/CDCD8J/CDC>B*UR*BHJ>0?6?/ 74S/ M>LT-
(Y'M^ULV'QU,)MEAZ(^>9ZLCK8_.N[(CI97+X67%7NYRHDO=561'/O]V_YL[#(U@ M +/L MV8?5&_FWN;/TW>2/J'Z;#/J?$CV_F7?3>'/O_$-IC [QQMRN55GR
MDK,E:J1PHK7SN:J(K6HY[>V+%.2=^E7'+EC'&T=Y+79]JV#0 ^_C,GD<-?K93$WK6-R-.5LU6[2GDK6J\K?<^*:)S7M7MY+Y^:>2^0F(MF-IZ/L3,3O'527@'J+CWUU?
3]R?!5W!L3DH9)C8J]/8VPM\3F>Q;X(ZF82-% M7.;]IY5R$L=B:3%:M!,KL;KE:5?8 M-:QR^RM9.1OA7(Y!4[+XG?O<:_U-K>ZJZACQ5QQ_EZI^3+;)/^/H]*G1R M !E;P=U(Y?

1[%+6MRLV7BKKXG1L3O M#[O9OSY<$6^]3O?NT8L\T^[;G7IE,Z=RID:E7(4+,-RC=KPVZ=NM(V:O9K6(MVRP3P2L562131/1S7(JHJ*8>G*>K?$[QO'1]D M 'I7F?FC#<28>-SXF939LG')\283VBL:Y&+X'Y'(R,1708ZN]> MW9.SYWIX&=NSWQ]<6)L+'+X* ME&NKEB?:JKSO;I\3/3R 'V: M=RWCK5>]0M6*5VI*R>K;J325[-<>,:?%'+!/$YDD4C')W1S514$QORGH^Q,QS MC]HET \ 4D!,;%+2-^GC9L,WIQA=@1\LT\TCY9H9'*Z2265ZN*)(RJJN5555-G1 MD?$'P /-]$Y#VKCG,,S.KY*21(JL2[2D5TN-RD#%5?@V1I^]L=B/LY?"[Y M,D;JJLZ7M2=ZJM<25' M^RDCE\$PJA:[FY8I4:WOX5;Y&N;R)/R8YQSM/10QY(R1O'5[8.;H M #\78MBPV9[8;_(-?AQN)QL*SVK4Z^2)-^"R*)C>\D]B>149'&Q'/D>Y&M M155$/L1-IVC]^6M%8WGHE=S+SWLG*-R?'U9)\+ID,R_L)%)X);[8W]XKF)RV-SV,HYC#W8,CC,C7CM4KM9_CAL02)W:]]^3FJB]T MG@9V[/?'UQ8IR3_BY9W5XJ>GD /LT[EO'6]JZA:L4KM25D]6W4FDKV:\T: M^*.6"">)S)(&.3NCFJBH)C?E/1]B9CG'51CI_P"I%-LEJZ7OUF"#9'HR##9U MR,KP9]_X+:,5UK?!#*5?#O^<;FIV.S^"B-E!)B8<[!U.[^S;AS\7W;]YF09F MD 'U;MVIC:=K(9"S!3HTF]WY;LR,AKUIT#%DFGFE>K61Q11M5 M7*JHB(@B-^4=29VC>>B9G./4CE]XL7-;TVU9P^FQODKS6H5DJY+9&)\A\EEZ M>">IBY//P5T5KI6+WF!Z1LW8L$5^]?O?LP9<\W^[7E7]V*9H9P >ZN(^;M]IXJOOQ5Y9,KJT\Z.R6NV97>P5KW?OMG&2.\7O??[*J^)]>SD7RD:[LBMY9, M5<#1V36[S+V-O,\E\FSU9VHGMZ5V#NYU:Y6 M<[L]B_R*BJU6N7!:LTGAMU4*VB|<5>CR4\O0 /6_*)V XLUR3 M.YIRSV9E??PV(A>C;>7OHSQ)!&JHY(:T2*CIYE16Q,7W.>YC'>|>.V2VT/&3 M)7'7>4H^1N4-LY/S#LGL=YRUHGR?%F&KN?'BL3"]?*.16[JCIE;V1\[_!32 M=D\3NR-1M"F.N:JJ#LLDF\>NCVY@<_]CW1N:]CG,>QR/8]BJU'-7NUS M7)5KFJG=%3W!J9S<"]35]&S2TSD]/5S2%PVV6GM0<D3=B\M/F61J94 MWKV1EIW>2-R_QJN8OCCRYL'lU/R:L.?^V_Y_[_4 145$5%145,Z*GFBHOT[_M(8VQ_0 ?5O7]>-IVLAD+4%*C2@E MM6[=]5D->M7A8LDLTTLBM9*&QJJJO9$'7E'5\F8B-YZ)D)Y=1V7WJS6>'VE7(I*B=V22VW]VS5L5(G=(ZR>9&+XINZJD<>[#ABGWK=[M]F'+GF_W:\J_NQ6-#. #W;Q%SEM/%5Z."&67+ZI--XLAK=F=R0M\;]Y+>M*D=XTQU[N0=5;GLYO=(U51KF\LF^N2/2WJZX\ML<'^M?15C4=MP6\8^ALFN7& MW<9D(_$QW;P3UYJ*?C*/K515P6K>)X;=5"MHO%'7H\ MD/+T#'OG/G?&\4T6XS',@RNZ9&NZ6ACWN1]3&0JK6LR.9;'+'M.V) _=?8Q-[.G5B_*:U%<=L6&C[S[QU4LX!ZB(.0O8ZEMJP4MSCB_=E89V@-M M M ?__0 MW^ M M M M M &-G4KRS+QUJ4>)PEE8=KVIL M]6C-$[M+BL9&C69'"M5/E1V.TJ0UU\E21ZR-7O$]+WP8^.V\JV'#/DX*[1WI M2J55XZ[A]GPTOM<;F:4=RN]JO:1*!NR>M,B=T:8IV&/BD3NO:1BH3+5FMIK/ M6%.MHM6+1TEY ?"T ?7MVJU&K9NW)HZU2G7FM6K$KD9%[6KQNEGF MD>9N4+_ "GN-O+0DFCP5!TM'6L<]5.RIC6O M_P",A\??PI>R3F)+.[S=W\+.ZMC8B4L6.,==O/S3I#HY M *})\G+V1K7LUR=YN:Y.Z.:Y%[HJ>\G*+_0 !];[.K2HU[FERS,[P0UZM6)\UB>5Z^38X8F*YR_0B"(WG:.ITYST1VYCY M.R'*>XW,U*Z6+#4W24=;QSE5&TL6Q_R97Q^Y+N05]33KYKXE1B*K&,1*6+'& M.NWGYIF?).2V_EY/5!T*

*DWEJ;/8V7C?/672Y+ U/A.N697=WVL M'"L<4N,:K6=X41&P|UQ:C'M("26W3Y-XX)ZQT9H&9J M #$CJIY;EU# PZ1@;*PI!M%5\F0LPO5D^+UYSWP2+&YO98[&7E8^%C MD7NV*.5?)RL5-&GQ\4\4]V/W9]1DX8X(ZS^R9IN8 'L;BWD7*\8[=0 MV/'.DDJHYM;-8UK_ QY7$RO;\))JO1151GMF(B20O7\"9C5\T[HOC)2,E>&>K MICO..W%"R6(RM#.XO'9K%V&VL=E:5;(4;#/P9]MN%DT+^R^,55CT[M^7L6U$V:&1._96^)CT[H MO947R7S0FS@Q.T]5*)B8WCH_0/CZ/R<[F\=K>&R>>R\Z5<9B*4] M^[,OFK8*\:O](GF]'V(FT[1UE\F8K&\]$:.^2^0R.9ZP8K'K)XXL5BHGN^^48?!9*6.D8Z\),E M[S>W%+P]O "GO2WRU-NVMS:EG,2S[)JL$*06)Y/'8RV 54AK69'+|MJ6SC9/#!,]>ZN:Z)SE<[SU:.?'P6XH[L_NWX,G\'3GAOOR,I0 ' MH#]JY6?QEIG@Q*3W!J9S<"]35]&S2TSD]/5S2%PVV6GM0<D3=B\M/F61J94 MWKV1EIW>2-R_QJN8OCCRYL'lU/R:L.?^V_Y_[_4 145$5%145,Z*GFBHOT[_M(8VQ_0 ?5O7]>-IVLAD+4%*C2@E MM6[=]5D->M7A8LDLTTLBM9*&QJJJO9$'7E'5\F8B-YZ)D)Y=1V7WJS6>'VE7(I*B=V22VW]VS5L5(G=(ZR>9&+XINZJD<>[#ABGWK=[M]F'+GF_W:\J_NQ6-#. #W;Q%SEM/%5Z."&67+ZI--XLAK=F=R0M\;]Y+>M*D=XTQU[N0=5;GLYO=(U51KF\LF^N2/2WJZX\ML<'^M?15C4=MP6\8^ALFN7& MW<9D(_$QW;P3UYJ*?C*/K515P6K>)X;=5"MHO%'7H\ MD/+T#'OG/G?&\4T6XS',@RNZ9&NZ6ACWN1]3&0JK6LR.9;'+'M.V) _=?8Q-[.G5B_*:U%<=L6&C[S[QU4LX!ZB(.0O8ZEMJP4MSCB_=E89V@-M M M ?__0 MW^ M M M M M &-G4KRS+QUJ4>)PEE8=KVIL M]6C-$[M+BL9&C69'"M5/E1V.TJ0UU\E21ZR-7O$]+WP8^.V\JV'#/DX*[1WI M2J55XZ[A]GPTOM<;F:4=RN]JO:1*!NR>M,B=T:8IV&/BD3NO:1BH3+5FMIK/ M6%.MHM6+1TEY ?"T ?7MVJU&K9NW)HZU2G7FM6K$KD9%[6KQNEGF MD>9N4+_ "GN-O+0DFCP5!TM'6L<]5.RIC6O M_P",A\??PI>R3F)+.[S=W\+.ZMC8B4L6.,==O/S3I#HY M *})\G+V1K7LUR=YN:Y.Z.:Y%[HJ>\G*+_0 !];[.K2HU[FERS,[P0UZM6)\UB>5Z^38X8F*YR_0B"(WG:.ITYST1VYCY M.R'*>XW,U*Z6+#4W24=;QSE5&TL6Q_R97Q^Y+N05]33KYKXE1B*K&,1*6+'& M.NWGYIF?).2V_EY/5!T*

*DWEJ;/8V7C?/672Y+ U/A.N697=WVL M'"L<4N,:K6=X41&P|UQ:C'M("26W3Y-XX)ZQT9H&9J M #$CJIY;EU# PZ1@;*PI!M%5\F0LPO5D^+UYSWP2+&YO98[&7E8^%C MD7NV*.5?)RL5-&GQ\4\4]V/W9]1DX8X(ZS^R9IN8 'L;BWD7*\8[=0 MV/'.DDJHYM;-8UK_ QY7$RO;\))JO1151GMF(B20O7\"9C5\T[HOC)2,E>&>K MICO..W%"R6(RM#.XO'9K%V&VL=E:5;(4;#/P9]MN%DT+^R^,55CT[M^7L6U$V:&1._96^)CT[H MO947R7S0FS@Q.T]5*)B8WCH_0/CZ/R<[F\=K>&R>>R\Z5<9B*4] M^[,OFK8*\:O](GF]'V(FT[1UE\F8K&\]$:.^2^0R.9ZP8K'K)XXL5BHGN^^48?!9*6.D8Z\),E M[S>W%+P]O "GO2WRU-NVMS:EG,2S[)JL$*06)Y/'8RV 54AK69'+|MJ6SC9/#!,]>ZN:Z)SE<[SU:.?'P6XH[L_NWX,G\'3GAOOR,I0 ' MH#]JY6?QEIG@Q*3W!J9S<"]35]&S2TSD]/5S2%PVV6GM0<D3=B\M/F61J94 MWKV1EIW>2-R_QJN8OCCRYL'lU/R:L.?^V_Y_[_4 145$5%145,Z*GFBHOT[_M(8VQ_0 ?5O7]>-IVLAD+4%*C2@E MM6[=]5D->M7A8LDLTTLBM9*&QJJJO9$'7E'5\F8B-YZ)D)Y=1V7WJS6>'VE7(I*B=V22VW]VS5L5(G=(ZR>9&+XINZJD<>[#ABGWK=[M]F'+GF_W:\J_NQ6-#. #W;Q%SEM/%5Z."&67+ZI--XLAK=F=R0M\;]Y+>M*D=XTQU[N0=5;GLYO=(U51KF\LF^N2/2WJZX\ML<'^M?15C4=MP6\8^ALFN7& MW<9D(_$QW;P3UYJ*?C*/K515P6K>)X;=5"MHO%'7H\ MD/+T#'OG/G?&\4T6XS',@RNZ9&NZ6ACWN1]3&0JK6LR.9;'+'M.V) _=?8Q-[.G5B_*:U%<=L6&C[S[QU4LX!ZB(.0O8ZEMJP4MSCB_=E89V@-M M M ?__0 MW^ M M M M M &-G4KRS+QUJ4>)PEE8=KVIL M]6C-$[M+BL9&C69'"M5/E1V.TJ0UU\E21ZR-7O$]+WP8^.V\JV'#/DX*[1WI M2J55XZ[A]GPTOM<;F:4=RN]JO:1*!NR>M,B=T:8IV&/BD3NO:1BH3+5FMIK/ M6%.MHM6+1TEY ?"T ?7MVJU&K9NW)HZU2G7FM6K$KD9%[6KQNEGF MD>9N4+_ "GN-O+0DFCP5!TM'6L<]5.RIC6O M_P",A\??PI>R3F)+.[S=W\+.ZMC8B4L6.,==O/S3I#HY M *})\G+V1K7LUR=YN:Y.Z.:Y%[HJ>\G*+_0 !];[.K2HU[FERS,[P0UZM6)\UB>5Z^38X8F*YR_0B"(WG:.ITYST1VYCY M.R'*>XW,U*Z6+#4W24=;QSE5&TL6Q_R97Q^Y+N05]33KYKXE1B*K&,1*6+'& M.NWGYIF?).2V_EY/5!T*

*U'-SXES-ZG LB.1TM%LSGX^S\KNY66Z+XY6JOO:[\"I M2W%6++>L)5Z\-IKZ2\2/3R 9F=&6LRW-PV3:I(^]7!X5F+A>]=D7(9 M]RR1%C5?PEBI8Z5'=O_O3OFU-MJQ7SFG6K35WM-O2%'3$V@-#"`M7X1UE|K :CML$:K\49&YA;SF(]JE?+PO6>])HU.R2N4H:SYO[SX ME-62[3FWK654]+C,*QU&'1%{[_P#-1DMM^Z.54_E,.IMO?A]{;M-7:G%Z MRRX,[2 (>M+69+&%U#;H(E/L(G956"Y7DKRHB+Y+WCD4^Q.T[ODQOO&T]$,,WB; M>!5.6P=]G@NX?)7<7;9VI>&50LRU9D3W^>7M(E[>;]T*L3O$3'24]8F)VGK#\-ML/@ -!GCT5ZR_VNY[C-&]11%2UJA+V7M(Y[TR>69W\D3V214U\N_?Q? M1V3ODU5NE?]UZ6O6WT9\&1L M_/RV.@S&*R>(M?!VV4Q]S'6.R(J^PO5I.TW9%\E_>Y M5/L3M.\=7R8WC9#C,8NW@\MD\+?C6*IBL/S0^&>W17K,B?TQ/2CK>_Ef"C9'-7XRR MK45>R+!/_356Z5^K9I.];2GF9&L 3\ZT]9D9DM.W M&*-SH:,*UK5V5?T134YV<6^C! MDU,@ !^UKF$M[+G\+KU%KG6\UE*,,@\!+52\'W;,<'M7(G;]{A1ZOGMS ,M^CS6),IR)D MMD?&OP35L),C9?#W1N2S:NHU8^_N;XZ#+;_C^3^)5[9]3;.G#YS+3IJ[WXO* M(4R,+<3G/NLR;7Q+N&/KQ^UN5*#,W3:B=W^VP<\63E9$GGWEG] M5Y8D1/-?'V3WG3#;AR1/DY9]\6.8\T>2DF@ "K?2OK#[=XDQMN>+V M5K;,A>V)[7-5)$KS>RQ^/[OOCFHXJD5.WEVE[^5[S]1;BR>W)0T]^ !HV.R1QO=P.'/CK2UE\68T_<#HU6&[C[6NW)&HOACGQ8I3[T$D7\'VEF+(M3^%?>K85^A$-FEMRFOU8]57G%OHP=-3(?NZQ@K6T;%@]2)'QZOI78D=>K!%6@C3W1PP1MBB8GT]FL:B$KJJ\'S@ M #F#^LP _]\]_F M1P3]3NGE#3^%"?J%GV;,/JC?S;W-GZ;O\'U#]-AGU/B1[?S+OIO#GW_(AM M+F=1 M M !+;JUUF3"\J2YEL2MJ;7BWG#!J*I9-_*88OG=G M,/;'!^LR;9RKI>,2/VE>OF*^>9O\VJL:4,&OQK89*J?@LLI52%%\OE2(GO5 M#GEMPXYGY.F*O%DB/FLB35, &*W5W MK$F9XAS=>-7SZIFJEZ96IXG)C<@CL9;[-1%=V:-L5WN7W-8Q57R3NFC3VVR M;>L, ^KOOCH)2_-S :+0\0:S)I &>F: /&L5JGA89JT*^^'(9.27 M*Y'"%?8KMZ1O_$3,EN+)-OFJ8Z\-(CY/9!X>P M FMUD:S)CM[PFSQQ]JFR8-M:21$_"R>$F6&?Q*GN[X^U51O?S7PK^ M+RW;:V])KZ2PZFNUXMY3##\T,P !YQQKK$FY[[J>M-C[I%D)\U29=3P M^/PXR"1+64E5ONZ5XKQ7YK8DM4 M `Q3P16H)]TI&RP6(UOHW=_#)%*Q8Y&,[=E\+V.5%!U0!VO 6=5V:/ZW;1 MWM\'EK^,*L6]82K1PYFL^3Q M\^O(!EYT7;S+/GMMW"6-4KX_%P;_4>YOR)+63LQ7[?\LU_Z25;^.B1 MW_/-A/QJ9=5,E%?]UZ6O.;?10TQM@ QUZI-9?L?$67G@C665K-VC MLD36HN]C566ED'=T5](<;?FF=[':/\ D0[8+<.2/2>3CJ*\6/VYI0%!. M %@>GS6)-5XDU&E88L=S(5)<]<:YOAZ#DZ@ ":76-K,F-W_$;,R-4J;-@XX7R M>_Q9/"2?!K+?Y$3'V*G(:\;[_Q&]36W1-?,)8=37:\6|IAB&;&8 \]*

MXNUE^X\A:AKK8EEBR&,EN&DV^3WCK MQ7BOS6L)BH /6O,.LR;AQCN> KQK-;M8::U1A:GB?-D,5)%E]$#/ MQ.GMTF,1?H\1{Q6XD-^FKMCW]9 M94&=H &"'6IK,CH-,W"%BK'#)>UR_)V3Y+IT^,L6BK{T1?8V_P"3 MOV_'YZ]+:,K7ZLFJKTM]& IK8P #]#&$XRWFLIC]$=-2FD;W][9$5/)4[X-1;?)MZ0H:>NV/?UEE&<'_M< 2LZK=8?@>6+V39$YM/:L=C\S

*U'-SXES-ZG LB.1TM%LSGX^S\KNY66Z+XY6JOO:[\"I M2W%6++>L)5Z\-IKZ2\2/3R 9F=&6LRW-PV3:I(^]7!X5F+A>]=D7(9 M]RR1%C5?PEBI8Z5'=O_O3OFU-MJQ7SFG6K35WM-O2%'3$V@-#"`M7X1UE|K :CML$:K\49&YA;SF(]JE?+PO6>])HU.R2N4H:SYO[SX ME-62[3FWK654]+C,*QU&'1%{[_P#-1DMM^Z.54_E,.IMO?A]{;M-7:G%Z MRRX,[2 (>M+69+&%U#;H(E/L(G956"Y7DKRHB+Y+WCD4^Q.T[ODQOO&T]$,,WB; M>!5.6P=]G@NX?)7<7;9VI>&50LRU9D3W^>7M(E[>;]T*L3O$3'24]8F)VGK#\-ML/@ -!GCT5ZR_VNY[C-&]11%2UJA+V7M(Y[TR>69W\D3V214U\N_?Q? M1V3ODU5NE?]UZ6O6WT9\&1L M _/RV.@S&*R>(M?!VV4Q]S'6.R(J^PO5I.TW9%\E_>Y M5/L3M.\=7R8WC9#C,8NW@\MD\+?C6*IBL/S0^&>W17K,B?TQ/2CK>_Ef"C9'-7XRR MK45>R+!/_356Z5^K9I.];2GF9&L 3\ZT]9D9DM.W M&*-SH:,*UK5V5?T134YV<6^C! MDU,@ !^UKF$M[+G\+KU%KG6\UE*,,@\!+52\'W;,<'M7(G;]{A1ZOGMS ,M^CS6),IR)D MMD?&OP35L),C9?#W1N2S:NHU8^_N;XZ#+;_C^3^)5[9]3;.G#YS+3IJ[WXO* M(4R,+<3G/NLR;7Q+N&/KQ^UN5*#,W3:B=W^VP<\63E9$GGWEG] M5Y8D1/-?'V3WG3#;AR1/DY9]\6.8\T>2DF@ "K?2OK#[=XDQMN>+V M5K;,A>V)[7-5)$KS>RQ^/[OOCFHXJD5.WEVE[^5[S]1;BR>W)0T]^ !HV.R1QO=P.'/CK2UE\68T_<#HU6&[C[6NW)&HOACGQ8I3[T$D7\'VEF+(M3^%?>K85^A$-FEMRFOU8]57G%OHP=-3(?NZQ@K6T;%@]2)'QZOI78D=>K!%6@C3W1PP1MBB8GT]FL:B$KJJ\'S@ M #F#^LP _]\]_F M1P3]3NGE#3^%"?J%GV;,/JC?S;W-GZ;O\'U#]-AGU/B1[?S+OIO#GW_(AM M+F=1 M M !+;JUUF3"\J2YEL2MJ;7BWG#!J*I9-_*88OG=G M,/;'!^LR;9RKI>,2/VE>OF*^>9O\VJL:4,&OQK89*J?@LLI52%%\OE2(GO5 M#GEMPXYGY.F*O%DB/FLB35, &*W5W MK$F9XAS=>-7SZIFJEZ96IXG)C<@CL9;[-1%=V:-L5WN7W-8Q57R3NFC3VVR M;>L, ^KOOCH)2_-S :+0\0:S)I &>F: /&L5JGA89JT*^^'(9.27 M*Y'"%?8KMZ1O_$3,EN+)-OFJ8Z\-(CY/9!X>P M FMUD:S)CM[PFSQQ]JFR8-M:21$_"R>$F6&?Q*GN[X^U51O?S7PK^ M+RW;:V])KZ2PZFNUXMY3##\T,P !YQQKK$FY[[J>M-C[I%D)\U29=3P M^/PXR"1+64E5ONZ5XKQ7YK8DM4 M `Q3P16H)]TI&RP6(UOHW=_#)%*Q8Y&,[=E\+V.5%!U0!VO 6=5V:/ZW;1 MWM\'EK^,*L6]82K1PYFL^3Q M\^O(!EYT7;S+/GMMW"6-4KX_%P;_4>YOR)+63LQ7[?\LU_Z25;^.B1 MW_/-A/QJ9=5,E%?]UZ6O.;?10TQM@ QUZI-9?L?$67G@C665K-VC MLD36HN]C566ED'=T5](<;?FF=[':/\ D0[8+<.2/2>3CJ*\6/VYI0%!. M %@>GS6)-5XDU&E88L=S(5)<]<:YOAZ#DZ@ ":76-K,F-W_$;,R-4J;-@XX7R M>_Q9/"2?!K+?Y$3'V*G(:\;[_Q&]36W1-?,)8=37:\6|IAB&;&8 \]*

MXNUE^X\A:AKK8EEBR&,EN&DV^3WCK MQ7BOS6L)BH /6O,.LR;AQCN> KQK-;M8::U1A:GB?-D,5)%E]$#/ MQ.GMTF,1?H\1{Q6XD-^FKMCW]9 M94&=H &"'6IK,CH-,W"%BK'#)>UR_)V3Y+IT^,L6BK{T1?8V_P"3 MOV_'YZ]+:,K7ZLFJKTM]& IK8P #]#&$XRWFLIC]$=-2FD;W][9$5/)4[X-1;?)MZ0H:>NV/?UEE&<'_M< 2LZK=8?@>6+V39$YM/:L=C\S

DE3W=NR-M,^GZ?[W?']NL-NEZ3+-\RM0 E-U75Y8>9GEW3R_'W1&G|*$_4>++&|[. MA MQA#)7XUX\@F;X)8-&U*&5BJBJR2/ 8]CVJK55J^%S53R54)F3OV]Y5,?+/LV8?5&_FWN:/TW>2/[M'Z;#/J?$CV_F7?3>'/O_ !#;7,[2 M M "-M-'-D,D'+?(3)6^%SMIRDR)WI_O=B=:,$3O+^NBE:O_&4\7AUIDS+XEO=ZM/;F M ?/6KRVI->K"GBFLSQ5XF^?RI9GMCC3R15\W.3W{JCH^KQ$E6 M !@\UM5I$L\'LK6/KT>[.WFC?%27W^??OI\8P:B'\ =/HH:>/[S^K)PX.X M 2&ZD(9(.:]Y;(WPJZUBIF^?=%CGU_$S1N-M14\O-CT_O+Y%'!X4)V?Q9_V\GH\ZN(NAKD$E77L%6F3PS5\-BX)-M6_ULD-*"-Z?1[G-4E6[T^ZM6-JQ'R?LGO] /".3*\MOCCD"K"GBFL MZ1M=>)OG\6; WXXT\D5?-SD]R*IZO\KQ[F\9.Y/M*)142P !D=TI MQ22Z)X(UQ5B!'+W5%5%EG:GEW7S_ !=^W'4>%+OI_%A5 MLG] PCZUZLC]?T2ZB?O5?,9>]]>R]O:7*566)%[D[MHO\ +Z?^ M)35I9YS'R9=5TB4\C8Q "EW1G5=%QMG[:O$GPK<[K&(])X5CK87! MHDC5]Z]Y97M7_KTQ:GOQ[-VF[D^[++LS-(C[U#574^9M\A=XN[\G M5M?*1$7PW\3C[S>W;^+X,"=OQH4L,[XH]DW-&V67I@Z.0 NG@^TE M+/:866^BI+4Q..K2(K7,5)(*<,3T5CNSFKF+Y+YH2I%,]T1M$*]GZQ\?0 M #&+]XJ,L<0SS-I[]&QX2V_LG=/"L;5%/$0=/"WQW$\,/6]H/SWT_B? M1PU;?IG4L5>G@ #,_HEJO6?D:ZO=(V0ZO5;W:O9[Y'YV5W9WN[Q-_MB3NG_/:?\>35?VO[M>E_N^C/HR-@ F#UA5WP\K4Y7-2KQ%Q[%*B(YVLT+"=O$GW<;MN%?E-;OG#.WZ.WXE5.RK-R\\D^ZGBC M;"L]JG-T #%_JZK23\1OE8G=M+9L+ M9F\G+VC>R[3155$5&I[:VQ.Z]D\^WO05$7OIO$^C/I?#^]6QO8 !G MGT255\7(]Q4!RJNPRS(K?>KF(D?9?Q.7_ (LFJ_M^O\-FE_NG MV9[&1K $6^7:\E7E3D:.5$1SMVV:PG;Q)^]W,Q;MPK\IK5\X9V_1 MV_$JIV5:>/PZ^T)FI3Q++\O71[*

*U'-SXES-ZG LB.1TM%LSGX^S\KNY66Z+XY6JOO:[\"I M2W%6++>L)5Z\-IKZ2\2/3R 9F=&6LRW-PV3:I(^]7!X5F+A>]=D7(9 M]RR1%C5?PEBI8Z5'=O_O3OFU-MJQ7SFG6K35WM-O2%'3$V@-#"`M7X1UE|K :CML$:K\49&YA;SF(]JE?+PO6>])HU.R2N4H:SYO[SX ME-62[3FWK654]+C,*QU&'1%{[_P#-1DMM^Z.54_E,.IMO?A]{;M-7:G%Z MRRX,[2 (>M+69+&%U#;H(E/L(G956"Y7DKRHB+Y+WCD4^Q.T[ODQOO&T]$,,WB; M>!5.6P=]G@NX?)7<7;9VI>&50LRU9D3W^>7M(E[>;]T*L3O$3'24]8F)VGK#\-ML/@ -!GCT5ZR_VNY[C-&]11%2UJA+V7M(Y[TR>69W\D3V214U\N_?Q? M1V3ODU5NE?]UZ6O6WT9\&1L M _/RV.@S&*R>(M?!VV4Q]S'6.R(J^PO5I.TW9%\E_>Y M5/L3M.\=7R8WC9#C,8NW@\MD\+?C6*IBL/S0^&>W17K,B?TQ/2CK>_Ef"C9'-7XRR MK45>R+!/_356Z5^K9I.];2GF9&L 3\ZT]9D9DM.W M&*-SH:,*UK5V5?T134YV<6^C! MDU,@ !^UKF$M[+G\+KU%KG6\UE*,,@\!+52\'W;,<'M7(G;]{A1ZOGMS ,M^CS6),IR)D MMD?&OP35L),C9?#W1N2S:NHU8^_N;XZ#+;_C^3^)5[9]3;.G#YS+3IJ[WXO* M(4R,+<3G/NLR;7Q+N&/KQ^UN5*#,W3:B=W^VP<\63E9$GGWEG] M5Y8D1/-?'V3WG3#;AR1/DY9]\6.8\T>2DF@ "K?2OK#[=XDQMN>+V M5K;,A>V)[7-5)$KS>RQ^/[OOCFHXJD5.WEVE[^5[S]1;BR>W)0T]^ !HV.R1QO=P.'/CK2UE\68T_<#HU6&[C[6NW)&HOACGQ8I3[T$D7\'VEF+(M3^%?>K85^A$-FEMRFOU8]57G%OHP=-3(?NZQ@K6T;%@]2)'QZOI78D=>K!%6@C3W1PP1MBB8GT]FL:B$KJJ\'S@ M #F#^LP _]\]_F M1P3]3NGE#3^%"?J%GV;,/JC?S;W-GZ;O\'U#]-AGU/B1[?S+OIO#GW_(AM M+F=1 M M !+;JUUF3"\J2YEL2MJ;7BWG#!J*I9-_*88OG=G M,/;'!^LR;9RKI>,2/VE>OF*^>9O\VJL:4,&OQK89*J?@LLI52%%\OE2(GO5 M#GEMPXYGY.F*O%DB/FLB35, &*W5W MK$F9XAS=>-7SZIFJEZ96IXG)C<@CL9;[-1%=V:-L5WN7W-8Q57R3NFC3VVR M;>L, ^KOOCH)2_-S :+0\0:S)I &>F: /&L5JGA89JT*^^'(9.27 M*Y'"%?8KMZ1O_$3,EN+)-OFJ8Z\-(CY/9!X>P M FMUD:S)CM[PFSQQ]JFR8-M:21$_"R>$F6&?Q*GN[X^U51O?S7PK^ M+RW;:V])KZ2PZFNUXMY3##\T,P !YQQKK$FY[[J>M-C[I%D)\U29=3P M^/PXR"1+64E5ONZ5XKQ7YK8DM4 M `Q3P16H)]TI&RP6(UOHW=_#)%*Q8Y&,[=E\+V.5%!U0!VO 6=5V:/ZW;1 MWM\'EK^,*L6]82K1PYFL^3Q M\^O(!EYT7;S+/GMMW"6-4KX_%P;_4>YOR)+63LQ7[?\LU_Z25;^.B1 MW_/-A/QJ9=5,E%?]UZ6O.;?10TQM@ QUZI-9?L?$67G@C665K-VC MLD36HN]C566ED'=T5](<;?FF=[':/\ D0[8+<.2/2>3CJ*\6/VYI0%!. M %@>GS6)-5XDU&E88L=S(5)<]<:YOAZ#DZ@ ":76-K,F-W_$;,R-4J;-@XX7R M>_Q9/"2?!K+?Y$3'V*G(:\;[_Q&]36W1-?,)8=37:\6|IAB&;&8 \]*

MXNUE^X\A:AKK8EEBR&,EN&DV^3WCK MQ7BOS6L)BH /6O,.LR;AQCN> KQK-;M8::U1A:GB?-D,5)%E]$#/ MQ.GMTF,1?H\1{Q6XD-^FKMCW]9 M94&=H &"'6IK,CH-,W"%BK'#)>UR_)V3Y+IT^,L6BK{T1?8V_P"3 MOV_'YZ]+:,K7ZLFJKTM]& IK8P #]#&$XRWFLIC]$=-2FD;W][9$5/)4[X-1;?)MZ0H:>NV/?UEE&<'_M< 2LZK=8?@>6+V39$YM/:L=C\S

DE3W=NR-M,^GZ?[W?']NL-NEZ3+-\RM0 E-U75Y8>9GEW3R_'W1&G|*$_4>++&|[. MA MQA#)7XUX\@F;X)8-&U*&5BJBJR2/ 8]CVJK55J^%S53R54)F3OV]Y5,?+/LV8?5&_FWN:/TW>2/[M'Z;#/J?$CV_F7?3>'/O_ !#;7,[2 M M "-M-'-D,D'+?(3)6^%SMIRDR)WI_O=B=:,$3O+^NBE:O_&4\7AUIDS+XEO=ZM/;F M ?/6KRVI->K"GBFLSQ5XF^?RI9GMCC3R15\W.3W{JCH^KQ$E6 M !@\UM5I$L\'LK6/KT>[.WFC?%27W^??OI\8P:B'\ =/HH:>/[S^K)PX.X M 2&ZD(9(.:]Y;(WPJZUBIF^?=%CGU_$S1N-M14\O-CT_O+Y%'!X4)V?Q9_V\GH\ZN(NAKD$E77L%6F3PS5\-BX)-M6_ULD-*"-Z?1[G-4E6[T^ZM6-JQ'R?LGO] /".3*\MOCCD"K"GBFL MZ1M=>)OG\6; WXXT\D5?-SD]R*IZO\KQ[F\9.Y/M*)142P !D=TI MQ22Z)X(UQ5B!'+W5%5%EG:GEW7S_ !=^W'4>%+OI_%A5 MLG] PCZUZLC]?T2ZB?O5?,9>]]>R]O:7*566)%[D[MHO\ +Z?^ M)35I9YS'R9=5TB4\C8Q "EW1G5=%QMG[:O$GPK<[K&(])X5CK87! MHDC5]Z]Y97M7_KTQ:GOQ[-VF[D^[++LS-(C[U#574^9M\A=XN[\G M5M?*1$7PW\3C[S>W;^+X,"=OQH4L,[XH]DW-&V67I@Z.0 NG@^TE M+/:866^BI+4Q..K2(K7,5)(*<,3T5CNSFKF+Y+YH2I%,]T1M$*]GZQ\?0 M #&+]XJ,L<0SS-I[]&QX2V_LG=/"L;5%/$0=/"WQW$\,/6]H/SWT_B? M1PU;?IG4L5>G@ #,_HEJO6?D:ZO=(V0ZO5;W:O9[Y'YV5W9WN[Q-_MB3NG_/:?\>35?VO[M>E_N^C/HR-@ F#UA5WP\K4Y7-2KQ%Q[%*B(YVLT+"=O$GW<;MN%?E-;OG#.WZ.WXE5.RK-R\\D^ZGBC M;"L]JG-T #%_JZK23\1OE8G=M+9L+ M9F\G+VC>R[3155$5&I[:VQ.Z]D\^WO05$7OIO$^C/I?#^]6QO8 !G MGT255\7(]Q4!RJNPRS(K?>KF(D?9?Q.7_ (LFJ_M^O\-FE_NG MV9[&1K $6^7:\E7E3D:.5$1SMVV:PG;Q)^]W,Q;MPK\IK5\X9V_1 MV_$JIV5:>/PZ^T)FI3Q++\O71[*

Y&K[+X3#"W%WXFO\ <)^HKMDW\I8TG=P /<7 >LR;3RUIM)&*ZOC\ MI%G[KNR*QE;_P#-31)4_P"D=BS7CA_ORH<\UN''_+9UPUXLD?FL.35(M M M M __]7?X M M M M
8"]8/&DJ3T.3 ML57\4+XZ^&VAL4:]XY8U5F(RTSF]U5LL:I4D9%[2LCV*YKVXZO M''71456N6)7)^$3W]ZM; M(K6OQT#._;QKCFN^%.5J]XWMA[^3T[Y]1?AKPQUG]FC3TXK<4]
(_=3PPMX M $H.I7C270]_MY.G K=ED23+XOR[-8M>U-[6-J(C4@F8U.ZM=VH8,G'3:>]"?GQ\%]X[LL=3LX M /)M.U3*;OLV'U;#1K)>R]ME=K_.?'5@3O):O3HWS2M2K,?+(O]:Q M?
I['RUHI6;3T>JUF]HK'65J=;P&/U; XC7,5'[+'87'UL?5:O97NCK1M8LLK MD1$?/.Y%?([WN>Y5^DEVF;3-IZRJ5B*Q%8Z0_:/CZ /$-]U"EOFG MY[4[ZHR',47PQ3JGB6I=B3S>L7K M-
9\T6\[A,EK>8R6!S%9U3)XFY/1NUW_Q)H'JU58[R22*1$1S'I\E[%1R>2H4 MXF+1O'1+F)K.T]8?DGU\ 98=*/&DVS[DW=.1(>_D_RSZB_#7ACK/[-.GQ\5N*>D?NIR86X M)Q=7?
&LF(V*MR)C*R_%>Q>RI9M8V_(JYZO#X(9Y$3LC(\I1A3S[>[T[[=-?>.">L,6IQ[6XXZ3^[#,TLH #[N.QU[+Y"EBL95ENY'(V MH*5&I WQ36;5F1L,$,;?)%=)
(I$3NJ(GTB9B(WGH^Q$S.T=5FN+=%K\R7,O<>MC(3H[LUSXVS/\ 9Q*[Y20QL1?<3,E^.\V4\=." MD5>PCP]@ M
)M]7'&DN$V:#D+&UU7$;/[.MEUC:JLI[!7A\#9).R(V./*TH6N;^.:*55 M\W)WVZ?)O7@GK'[,.IIM;CCI/[L.C2S /OXS&7\SD:.)Q=:6YDL3K4CFQ([S;"UC?H)F2_'>;*>.G!6*O/ MCP]@
#UMRUH4/).AYO5U6-EZ:%+N%L2+V96S5+O+1>]W9W@AG=WAE M=V54AE?V3OV/>._!>+>3QDIQTFOFC3>I6\;=MXZ_7EJ7J%F>GD+C27(YRUR3DZ MZMQV#2QCM?\
:-5$M9BS#[&[-9;M3'?1 MR=I8+-B-K:N.=W^4WXMI-8Q[>ZHDZR*GX1.S7X[[QTA1PTX*;3WI>\#DZ@ M #^*B.16N1'-3TZ=' M(![XPT"(\D[GB=7HMD;#8F2QEKC&]VX[#5WL=?
N.=V5K7MC7P1([L MCYGL;_&/&2\4K-I>\=)O;AA9ZA1JXRC3QM&%E:ECZE>C3KQIVC@JU(6O5X6) M]#(H8T:G\B$R9WG>>JG$;1M'1]L/H]9\=^"\6\GC)3CI-?-&RY3M8ZW:H
M7J\M2[2L35+=6=BQS5[->1T4\$L;NSF212,5KD7W*A3B=^<=$R8VG:>KZP? M &;?2!QK+=R]WDK)UU;2Q+;&+UQ9$5$L92S$L.2O1]_PHZ-*5T*+YM<
M^=W;Y4:]LNIR;1P1U\VK34WGCGI'10XQMH M .8/ZS#\[WSW^9'!/U.Z M>4-/X4)^H\6?9LP^J-_-O>".D-VFQ[1QSUG]F9QF:0 M ?EYO#T-
AP^4P64A^$8[+T+6.NP]^ROK7(7P2^!W9?9R(U_=KD\VN1%3S1# M[S[QUA\F(F-IZ(L[YIN3T';,SJN58[X1B[3XX;'@5D=^B_]\HY"#OW[PW*
MSFO3S7PJJM7Y351*=+1>L6A,O6:6FLO$#T\ /?73OQI+R)O]%]J!7Z MYK,M;,YV1S/%#-[&7QX[%.[_"7.R=J'LYOEWKLE5/-$[\LV3@I_E+MAIQWY M]V%;R>GFY9J=I3:.J0+V
M/B>^.1CHY(W.9)&]JL>Q[%\+F/:[LYKFN3LJ+YHI13G^_^_,_.C[C2 M:NS(O5_QI-4RE/DS%UU=1R3*^*V3V3/^;;(P M,2'&9"96IW]E>JL;7S6R0L3OWD1#9ILF\=G/7R8]33GVD=/-A
:F0 M !]BI5LWK5:E3@EM7+EB&K5K0,=)-8LV)&Q000QM[NDEEE>C6M3S55$SM&\ M]'V.?*.JR7#W'\7&N@X;6U2-;>2EBIP4BOF]GGAT 'UKM.KD:=O'W8&6:5ZM/3MU
MI4[QV*MF)\-B"1/)59+$]6K_"*(G:=XZG7E/1&/E/0;W&VZYC6+;9'589G6 ML-;D3_HX86R][L?:1R(C72)&U8Y43R;-&]OT=UIX[Q>O%"9DIP7FOD]=GMS M >W>$N-Y^3-\QF(?$]
<'0>S*['81KO9QXJK*Q7U?:)Y-GRRMBEP^L) M(WLJU&S=LODV(O?RFGA;7BYR=\FIR;_[G'U;--3^^?HSH,C6 M $C^H?C27CO?[SJL#F:YLLEC,X*1K52&'VTOCR&*:
[\%'XRU+V:WNJI M7DB5?-R]J.')QT_RA.S4X+\N[+T,=7$!YCH6F93D#;,/JN):OM\G9: MV>SX'/BH4(OWR]D)^WDD56NUSNRJGC=X6)\IR(OF]HI6;2]TK-[16%I,)AZ& MO8?
%X+%P_!\=B*%7'4H>_=65J<+((O&[LGM)%:Q%.B9,3$[3U?GA\ 9@= M)/&DV>VJ7?\ (UU^)M5<^'%K*SO'>V&Q K46/Q(K7-Q%6;VKE\E;-)"J>:+V
MSZC)M7@CK/[-.GIO;CGI'[J4F%N M D9U"\:R\=<@7TJUU9KFQR3YK 2-9X8(8YY?'>Q351/"UV*M2*QK>ZN^#NB< MOF[RHX;\=/\ *$[-3@O_ (R]$G5Q >9\?Z5E.0MMP^JXIKDER-
EOPJ MTC/"CL=$J/OY&9/$Q%CJ5T5R-5R>-_A8GRG(B^;WBE>*7NE9O:*PM)A\32P M6)QF$QL7L,?B:%3&THO+]]JTH&5X6J](U'.]G&G=>R=U\R9,S,[SUE3B(B-H MZ/TCX^@
#&_J;XTFWW0UR6*KK8V'4'SY6C%&SQSW<<^-J9C'PHB*] MTKX863QM;W<^2!&(G=WEWP9."^T]V7#/3CIO'>A*8WIX !2?I'XUEU M[6[N^96LL.3VN-E?$-E;VDAUN)
[)DG1/)S&YBXQ).RIV=%!$]/)WGBU%^*W! M'2/W;M-3:O'/6?V9A&9I M M M /_UM_@ M M M M M !^?E<5C\YC;V'RU6*]CB3'-?"F:XIS4DL4=C(:=D+#_B7->!7I"CU<]F M*RKV-
2.#)P1HO9>S666-5[$14>R.ABRQDC_)/RXIQS_B]&G5Q !_4155$ M1.ZKY(B>:]J_0@%!.FGI_GQ4M'D?=Z?LKZ,2QJ^!M1JDM'VB(L6;R,3^WL[O MLU5:T+D[P]_:.[2(Q&8\^;?
[E>GFVX,.WW[]?+_;_;_?VS4RE5J=J[W*B/9^].7 MMX%9HPY>">&W=_9GS8>..*O>_=,:S6L4[$]2W!-5M5I9(+-:S$^"Q7GB>K)8
M9X96MDBEC>U4]K&O>WQDR1CKO/5TQX[9+;1T M5VTO3\+H>MXW5\!7]AC\=#X?&_PK8N67_*M7[DB(WVMJW*]N>O9$3R:U&M:U MJ3K6F]N*W51K6*5X:]'E)Y>@ /!N M1=
PG)6K7M7SC5;%/VL4;T36NLXO)0M>E7(5O$](KXO:.:YO=$DB>YBJB.54 M]TO-+<4/%Z1>O#*0V_\ '^R<;[!8U_9*:PRM\UKD5$HTO6]>*J=>EJ3PV>$'IX !]S'X^]EKM7&XRG9R&0
MNS,KTZ5.&2Q:LSR+V9%!#$UTDCW+]"(HF8B-YZ/L1,SM'54_I]X0BXOQQ#\OF MV0S[KFJ[&WGL&-NRT8& M_O4#GJK6-RM1B*V!
[OZJSM$]>S8U9HPY>">&W=_9GS8>/[U>]^Z8\\$]6>6M M9AEKV*\CX9Z\\;X9X9HW*R2*6*1&R1R1N14.V2=HZ*[Z;J&%T77,;K& K_!\=C8? USO"ZQ:G>OCLW;3GEZ
#\/9=6E>:^]@KKY'X+/1Q*VO?@1>_P>?MXFULG7:J>UB5? M^>F]V*BE"DKDC>.J=DQSCG:>CU(='('^XXY)9&11,?++*]L<<<;7/DD MD>Y&L8QC45SWO_9F(9FD M _!V?6L/N&
M!R>MYZJEO%Y:LZM9B\DD9W5'16*\BH[V-JK,ULD3T159(U%^@^UM-9XHZOEJ MQ:.&>DI%\L\2[#Q3GYV...-K MGR22/&6Q9;X52/,7(U5JM1>\$+E:ORWO:S%GS'[]N]^S, S-(M
,,>I7@.?:/;;_I5%9MABB:FP8:LWO+F]\#/"S(T8FM\4N6KQ(C9(T7 MO8B8G@3VC>TFG!FX?N6[K-GP\7WZ]Y.9S7,Y7SL=:K'-2UNE/'\?Y]6(D-2'RD=4J.>BLL9
M2Q'Y1QHCO!XD>]$9[^>3)&./G7'BG)/^*N.OX'$ZOA<;K^#J1T<5BJK*E*K M'W5&1L[N<][U[NEGFD@^O# M75EO5<)*.O%W1]1CNSI']I5[,1GM,F?-_97ZM>##_?? MZ,_3(V
]7S\Y$3P,9/RY9R6_Q4<6*,=?\GNXY.H ,+>I7@ M&?95L<@Z53]KG(H?'L6$K1]YRHJ*GFAM8W^0^ M]R\.<-YWEG.)#"DN.UJA)&[.9Y8^[(6+\KX#0\:>SLY.PU/DM\VQ-^6 M_P
O"UW/+EC''^3KBQ3DG_%6[X+%:SA\=@,)3CH8K%58Z=*K%W\,<4:?A/> M[N^6:5ZJ^21RJ^21SG.57*JK.F9M.\]5&(BL;1T?K'Q] M !S!_68?G> M^>_S(X)^IW3RAI_"A/U'BS[-
F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWAS[_M ,0VES.T@ M M 3NZDNGZQB;61Y$TJFLN M&LR/N;)A*L:K)B)Y%\=C+486=U?BYWJKYV-3O6DD,FPS0
MO^5C<<_Y+EJH]OAL3M7LQ.[&+[3NK..;+%(VKW_V=\.&;SQ6[G[JGUZ\%2"" MK5ABKUJT,=>O7@8V*&""%C8X888F(C(XHHVHUK41$1$[(3U#H^8 M
&/O/G"E;E3!LNXM(:VYX6&3XHLR*V*+)5E= M[23#7I5:O:.1W=T#U7M%,OFJ,>]3MAR]G//NRXYL7:1O'>A*C*8O)83(6\3E MZ-K&Y*C,Z"Y1N0O@LUY6]E\$D4B(Y.
[5147W..J*G=%15H1,3&\=$^8F)VGJ M_/#X #S#1]&V/D//UM=UFBZW-/QO> MY48QKGN:U?-[UI'%;H]TI:\|->JO'&?'.%XPU:IK6'[S/1RVLKDY&(RQELG*
MQC9[DS45R1L\+&LBC152.)C6]W+W\Y+<4J..D8Z\,/8)X>P M ,#NI;I_LVK%_DC2*2SOE1;.U8&I$JSOE3NLV M>Q\,??VKI&^=N)K?$KD69/$KI%37@S?V6^C)GP[_'Z_5@.:V,
#WYP= MPAEN5,Q'''&M5K1MB@AB;]# M(XV(B$Z9F9WGJH1$1&T='W ^@ !^5G,)B]DQ&0P6:J17L7E*LE2[M5F3NR6*1/>B_A1RQN1',>U4SK92"-%[M\FS-3QL\O$UE'%EC)'^2=
MEQ3CG_%Z8.CD #^HBN5&M15;DA]IKF#L1_OF'CG9V3*9"-WX&4EBLUWB=^^JB18LV;B^Y3NM MN##M]^_7R_V_V_W]FJ9FH 'I3F_A^ARSK25XW0TMHQ"33Z]E). MZ1I)
(C?;XV\K6O>N/O>S;W5$5T4C6O;W1',?UQ9)QV_Q\W++CC)7_*.B3.>P M&9U?+7<%G\?8Q>5Q\OLK5.TSP2,7LCF/8J=V3O3,5'1R,5S)&*CFJJ*BK0K: M+1O'1/FLUG:W5^.?7D
'D>J:GG]VS=37M:Q\N2REQ5\$4?9L<,+.WM;5N M=_:*K4@1R*^1ZHU.Z)YJJ(ORUHK'%;H]5K-IVKU5RXBXLQ'%&KQX:DK+>5N+
M':V#,>#PR9*^C%1&Q]_EQT*2/>BCCCQQCKM'7S> MU#FZ P(ZENG^P^Q>Y'T>BZ=LWM;FV82JQOM(Y$:LD^>H0HJ.E M9+V5UJ)B*]'JY414616Z\&;^RWT9,^'^^OU8&FMC
]_\&\'Y;E+,0WK M\-BCI&/L)\:Y3LZ%V0?$J.=B,2]6K[6U+W1)9$[MKL7NJ^-6,=RRY8QQM'?= ML6*)TS M,SO/50B-HVCH^V'T /7O)G'.$Y/U:UK>83V,BK\)Q63CC;)9Q.2 MC:YL-
R%JJU)&*URLEC5422)SD[M7LYONEYQVXH>+TC)7AE(?=]&V/CW/6==V M:BZI=A[R03,59*>1J*][(;^/L=FML5)O O9>R.:Y%:]K7M ?
H8K%9+.9&GBZ*K&1]I^;+VEN7=A0PXNSC>>]+($XNP M ,1NH_@-^\Q2;OJ%=J[;2K(W*8V-J-=LE.LQ&Q/A[=D7,4X6>!B+YSQ M(V/OXF1HNC!EX/N6[O[,V?#Q_?
KWOW33EBDADDAFC?%-$]\4L4K'1R121N5K MXY&.1',>QR*BHJ(J*AN8GQA\ ![4XHXGV'E7/QXW&1OJXBL]C\YGI8G.I
MXRKW17,:ODVQD9F^4,"+XGKYN\+&N>WQDR5QQO/5TQX[9)VCHKKJVL8?3NQ>SI9%_"FLV9$:SVUJU,YTDK^R>)[E7LGN2;:TVGBGK*E6 ML5CACH\@/CZ
!ZZY0XWPW*.JV]RRP.\2LFB[M]K$Y416N\+F^\=YQVXH>,E M(R5X92)W;2-CX_S]K7=EHOIW:ZJZ&9$>ZGD:BNSD1'-< MBL>C7M]W9?@D$GRI']FK8E1'+\ED;6S\N7M)Y=V%
M#%BC''^4O?9Q=@ 3CZD> +. N7M_TNBZ?7K;WV_B:D2NDP5I[MG/GR%:"-O?XFF5?$]$3_'*]57RB5/9[<&;>."_5BSX=OOUZ>?\ M_M_O[#(MTLH
&3_3]P)=Y%OU]FV2O+4T?'V4=X9$?%+LMB!_=U"FOR7MQS'M\-B= M%_..-?'XW1\,V;@^[7O_LT8<,WGBMW/W5&BBB@BC@@CCA@AC9%##$QL<444
M;49'''&Q$9''&QJ(UJ(B(B=D,#>^0 M M M !_]??X M M M M M M /S\KB<9G<=;Q.8HUO/$[WM?&] M%3NB]E:J=G-.KY,1,;3T8)+R\R^RFC[JB-
9:5CFM3SF>OD:L>I\LGYLF33>>/\F'FR:1M^H3 M.@V;6\SA7-=X4EO4)XJLJKY(M:[X%IVF*OEXHWO;W3MW[HO;56];=V8EFM2U M>]$P\6/KR_J(JJB(G=5\D1/-55?
H0#VQIO!_)N\RP_%&KWJM"56^+,9J-^(Q M4<;O)9FSVV-EN,:OO2M'._\ YY_%SMEQTZSS=:XKWZ1R9Y<2],>K:!+5SFPR MQ;7M,*QS02RP>##8B=J(Y'8ZE)XG6;;4B_)L3_*16M
M/!6G.>=F3QP=P 'HCE?@#3N46R9![5P&TI&K8M@Q\#'+95K/ M#&S,4O%%'DHF(B(CO%',U1D1OR5ZX\UL?+K5RR8:Y.?2WJP W;IVY2TJ69 M[\!/L.+8YWL\MK3)Y/-=E/D]
(2Q2P2/AFCDAEC=^4,_=6U/7M*P]? ZQBZV)QE;NY(8$59)IG M(U'V;=B17V+EJ5&IXI)7.>J(B=^R(B8[6M:=[@ M #Q'=-&UCD##28/:<9#D:;E62O(O[W

EL7= M(F9M^'3Q2,IO?#3V&M&G=RLD@D6*ED? WMV=]LDB^Z%/+OLI]*SRORG]&.^ MFM'.G./U8N9?!YK 6G4<[B,GAKC>_>KE*-FA8^3V[JD5]*)ZHG=/-$[>9WB8 MGG$[PSS$QRGE+\H^OCYH*\]J:.O5@FLV)7>"*""-\TTKO?X8XHVN>]W9/./%TWJOFR-
5>]$3VCW^%%3%DRVR=>[Z-F/%7'T[W]]RG-U M >AN6.GW3N4?:9)R+KVU>!&LS^/A8_X7X&>"-F8HJZ*/(L8WLB/1T:V/EUKZ..3#7)SZ6]6 &[]._*.DS3.DP$^PXMBK[/+ZTR7*P.C] M_CGIQ1_&=+P-[>-986QHODCW(G>T_-DMAR5\MX^3TC)')$]\4K'Q2
M1N5CXY&N8]CFKVBIY'5R?X#X_;PFM[#LEE*FOX/+9NRKD;['% MX^U>HK:W=B998<==(.RY:2# M(A+7NYVTSR'K8'6<76Q6,JI\F"']J^6541'V;=AZOGMVI?"GCED;7(OF?8F:SO'5\F(M&UNC C MD?H_S-&2QDN-[[C41/%([S M7734Q/*_*?5COHCG3G'HQ&S^J;-
JUCX+LF R^#G\2M:S)X^S3;*]=_."2:- MD=ABHBJCF*YJI[E-,6K;NS$L\UM7E:-GCY]>7^F,=(YK&-&[W(QC&(KG/S6M:G:7.'U[ETO@'E'=Y8EI:W:Q&.D5OBS&QLEP]!D;O^[V\CGS+_!5C1RM,>3-:_*.56S'AK3GULR(.+L M 'XF
MQ:Y@]LQ%O!;%C:N6Q5UG@G]6F>)O=/P)HGM5LM>S"[Y44ODUBT;6Z,!^2.C_.4)ILCQO<9F\>Y7/3 Y2S#4R];OW=[*I>E2#'WX M6IY)[5T$B)V3]\7NXV4U,3RORECOHCG3G#$G/ZILVK6/@NR8#+X.?Q*UK,G MC[--
L]IW\X))HV1V&*B*].8KFJGN4T1:MN[,2SS6U>5HV>/GUY?Z8QTCFL8U MSWO%5R^QLE MP]]L;E3M+%'\$M^Y&J>:+!#*GD<[9L=>L[S\G2N')?I&T?-GUQ+TZ:CQFZ#+ MVE39=L8U%;E[L#&5L;(K4\:8:BJR-K/1>Z>W>Y\[ZHJ^%S&N5]X\F:V3ET]V8 M\-:
<^MF0QQ=@ &.'+73=]?([[&9QCF:OM=7')@K?G'*S C<^!>4=(DF=D-9 MMY/'Q=U3,:^R3,8YT??M[63X-'\+I,[^7^Z(85[_-].^NN;'?I/-CMAR4ZQ MR^3T\YKF._B>]?>^6:5ZJZ M21ZNDD>[N_9&Q6NR)YJLWN:FO'J?+)^;+DTWG MC_)AML^A;GIDSX=HUG,8;P/6-
+%NG+\!EMN[,2S6I:O>C9XB>G@]I:APMR9N[XEPFJ9)M.54_YJN4B=B<4V-5[.E;;I7%>_2.3.OB?I:UK2IJVGK7G;G9E8 M9V@ !X#R!QIJ/)F*^*]HQR3NA21!Z MM1RHBNC>U\,BM3QL=V3MJI>U)W]\7I6\;63YY!Z4=_U:2:WJ[6[KAD5[V? 6
MMKYRO&GFC,&)DD5;;D14:BU7S.>]*JQL3R39344MWN4L=]/>O.O.&-.1Q>3Q M%E]++8Z]B[D?]4]9&I8I66?]?P68XI6_\:'>)B>CA,3$[3U?0#X^S4IW,A8C MJ4*EF[:F7PQ5]D$MFQ*Y?4*#<9\0Z=Q90=7U^FZ?)V8VMR6?O^";*WNW95C]]UC65*/:BM@B1K/)%=X
MG]WKCODMDG[W1LQXZXY=7M$YN@ #&[EKIKU+D:2SFL4]NK; M9-WDER%6!),E)?-5=E<>Q8T6Q(]^=B)62]U[O27LB)VQY[4Y3SJX9,%;\XY M68$;IP1R?HTDJY+6;>1Q\:N5N8P#),QC71M[_OTK]L:V]_:HW_JIBA7^3W=] ME:);#DIUCE\GJ!S7,],,0
M]5K:W=B99>\;='V2M25LIR9?9CJC7-E=K.)G98OSHGG['(9:%SZE-BJG9S:R MSN+J87 XZKBL51C]E5I4XTCAC M;W[N4-/X4)^H\6?9LP^J-_-OQ7U3.3*^:?&OB>NN7YG=U\388&NFPTCW+\I8 M6R0^7E"BJKET8]1:O*W./U9LFGK;G3E/Z,&=OXAY'T>29-
@U3*15(5=_S5:4 M#LEB',3MX9/C*C[>M"CV]BHV5S)$^E]*BHFNN2E^[/-EMBO3K')ZU/;F>:: MQQWO&Z31PZQ]^8RS9'>'X7#4DBQL:_\ 6?*6/8XZNG;^OE;W/-KTKWIA[K2] MN[$LT,,D&M2EK9CDR]#D)(U9,S5L5))\!1Z?*:S+9-/92VD;W^5#71C/$W^
MJO:]HN;))=^6/\VG'IMN>3\F;M2I5H5:]*C6@ITZL3^U6K$R"O7@B:C8X88 M8FMCBC8U$1#HB&B&3KUZM?3E'1]@ M !ZBY1X6TWE6HBYBLN/SM>)8]&QX]D;,C7:G:G=606D5$CR-%KU[^RE\V]W M>S=&KE5>F/+;'/+IZ.>3%7)UZ^J]?
6\],G)^G2334<6NWXEBN6/(:ZQ]FTD:= MO#\)PWGDHI51>ZI$V>-O9?EK].RF?';KRGYL=\&2O3G'R>@+-6S2GDK7*\]2 MS$OAEKV89()XW?ULD4K62,7^140[1,3T<7UP^/TL7ALOG+3:.%Q61R]QZM1E M3&4K-^RY7+V;VAJQ2R+W7^03,1SGE#[$3/*.-CEKW-
R>S3L,]H^ M2![HKFP6(NR.1L-*)SZ]%9/-]NL/22-?/V+D\ESWU%*\]\Y_1HII[3SMRC]5 M!-&X_P!5XZP[,+]N-CI0+X'6[3^TN1R<[5LY*XK6R69OE+X4\HXT56L:UO MDF.][7G>S92E:1M5YH>7H Q9Y M7Z7=7WF:QF]7FBU+9)E?+8;'
K\%E9G=W.DMTXNTE&S([MXI]_R5\U=$]Z^) M-&//:G*W.K/DP5OSKRLP1W'A/DS1Y)?CG5;)%>G6.3U4>W, \KUK1MQW&=L&KZUF,TYST M8Z:E2F?3AM>],0]5I:W=B99D<:='TB2U\ MKR=?C]FU6RIJV&G5SI%147V65S$?
A1C/)4='4\2N145)V]E1K6A9^#'##$UK&-[J]^2>:KW]YE MF9F=YZM41$1M'1]T^/H 'Y6:PF(V/&6\-GU6O8Y$5]HJ(J?8F:SO'5\F(M&T]&!W)71]D:\L^3XS MO,OU7*Z1=:R]AD%Z#NJK[/"967PU;<:=T1K+*PO:U/.61RFNFICIDZ^K)?33 MUQ_DQ!V'3MKU.=]?
9==S&$D8]8T=D*%BO!*Y%[=Z]ET?P:RQ>WDZ-[FN^A5- M-;5MW9B6:U+5[T3#QH^O+^HBN5&M152]N=LV.G6>;K7 M#DOTCE\V>O$W33]?'4M?-Y>1FU;5"K98+UFND6,Q4](BH[%X]]I46S&_W695 M=(G9%C;$O?ODR9[7Y1RJUX\%:L>2N(].Y2QZ
M5MAI+%D:\;F8[/4?!#EL>]_*1C)E8]MFHKE[NAE1\:]U5$:[LY.E,EL<_=Z. M=\=YUSVRHB^5=;+?Q MN151#9344MUY2QWT]Z].<,=;E&[CK#ZF0IV]-J+RDK7*\M6Q&OXGPSL9(SS3 MZ4.T3$\XZ.,Q,Q^,R67LLI8K'WLGR(R"M'+*
M[N]_0@F8C]^Q$SRCJR5T#I2Y"VB2"ULS&:5AG*U\CL@C;&]N]RA0;CWC+4>,L4N+U?'I"^9&+D,I:5 MD^6RDD?B]\#[UQ(X_&V/QKX(V-9#'XE\+$5R]N.][7G>S93'7'&U7L \/8 M #%;ECI MO=\T".1557.B>Y5<:,>>U.5N=?U9\F"M^=>5F">X<*\F:/)+\=:KD9*47=?C
M?%1.RV)=&BJB2.N4FRI51_;R;.D4G_/*&NN7'?I/-DMBO3K')ZK/;F >7:SH M6Y[E*V+6-9S&9\3O L].E*M&)W?P_P"Z,A(D=&LWQ)V[R2,0\VO6O>F(>JTM M;NQ,LQ^,NC]]D]^6Y.O1/C8K9&ZMA[#WI(J?Q,KEX_9^%]*GRHJO?Q)V7VR> M;5S9-3Y8_P
VK'IO/)^3.C'XZAB:-7&XNE5QV/I0LKU*5*".M5K0L_!BA@B: MR.-B?B1#),S,[SU:HB(C:.C[@?0 /"]YX^U7D7#NPNU8UEV!O MC?3M1JD.1QEA[4:MG'7$:LE>7Y*>)/E1R(U$>US?(]4O:D[U>;TK>-K)]\[@] M)>\Z[+8N:
<^/<<,CG/C@C=%4V"O%YN\,U*5T=>\L:=F^*N]9)%\TB:GDFRFH MI;E;E/Z,=]/..=>&U%%(G M9?Y#1$Q/..<,\Q,M#)//([^MCBB:^1Z M_P B(HF8C]^O?^C=,G)^XR0S7L6NH8EZM63(;$Q]:TL:]_%\&PWEDI941.Z) M*V"-
W=/EI]'&^?'7ISGY.U,&2W7E'S4%XNX6TWBN]]X>LZ_G+$21WMCR+(WY M&=B]E?7K(U/9XZDYZ=_91=E?V;[1SU:BICR9;9)Y]/1LQX]X^G7U>W3FZ M ,?>6>G?4.35ERL"_8UM;D[KFZ,#9(@,@Y$[-;F,?XX8[:HGDDS M'1SIY=W.:U&';'FMCY=:N:3#7)SZ68!
[MT^]H:1+,ZSKMG-XR-7*S,:XR7+4 MW1-\UEG@@C^,*+6H]=UGAC;W]SG)YFRN;'?SVGYL=\2GEO'R>EGL=&YS'M< MQ[*Q[[HK7,SFN:O96N:J=E1?<='-_D/C]_!:KLNT3_!MR!B(Y%5SU:U$\]U7L?)M6O>F(>HK:W=B99:\<=(&>R,L&1 MY'NMP./16O7
XR>"WF;*)V7V=F['[;'XZ-Z?3&ZQ(]=T[1KV5,]]3$.::1RNELV951%?+(YTC MU\W*]F.UIM.]NR*%8]F>K1]_)D]"61L M-U6H])X]]W/>]*OLF)Y&RFHI;E;E+)?3WKW><,8\IA\OA++]6:Q62Q%QG='5 M,I1LT++5:O9R.@MQ0RIV7W^7D:
(F)YQSAGF)CE/*7YH?'V*U6S=GCK4Z\]NS M*OABKUH9)YY'?UL<437R/7^1$43,1U?60.B=,?)NXR0SY#&_8=AWJQ9,AL,; MX+BQ*Y/'\$PB>'(RS-8OB:DR5XG_/21#C?/CKTYR[4P9+=>4?-0;B_AG3>*
MZ:IA:KKN;L0I%D=BR#629*TB]CGPP>%/9X^BKT3M#$B>)&M]HZ1S4<8\F6V2 M>?3T;,>*N..77U>VCFZ ?QS6O:YCVHYKD5KFN1%:Y]IV5KD7 MNBHJ+YH!B!RKTGX'9Y;:;T*Q6U?,S*Z6;$3,?]CMV54556%L#'SX>21R]U]F MR6'R])$WNKC3CU$UY7YQ^K-
DT\6YTY3^C!W;>(^1M(DD38=3RM>M'W[Y.K N M1Q+FI[G?&5#X14C\34[HU[F/[>]]=E[;]Y*7[L\V6V.]>L/7!].-Z MW:6.+6-6R^59(]-^&1U708V-57PI[;*VO88V!._]?*WR1?Q+V\VO2G>F'NM+ MV[L2S5XPZ0].-FK9CD]][!E[$?AECUG&OE3&,D14")B,BA M@AB:V.**-
C41K6HB-1.R&7]U=/9\P M M M !__0W^ M M M M M_R]C)&.CD8V2-Z*U['M1['-7WMZWK>&L.<]B(C'.6:D]7.:B)V5?-#UQWCL_F\ M%)H_)^CC]7UG$2>VQ6NX+&2HJJDN/Q%"E)W7LBKXZU>)W=4:GT_0?)M:>L MR^Q6L=(A^Z?'T
'Y&2P&"S/;XWPN(RO;R3XRQM.]V3Y M*]D^%0R]O-J?]^0^Q,QTF7R8B>L1+_\'CS0*\CIJ^C:?!*Z1)G2PZSA8I'3- M7NV5SV4FN61%\T=W[H?>._K/YOG!3TC\GE5>M7J0LKU8(:U>)OAC@KQ,AAC: MGN:R*-K6,:GXD0\]7KH^8 M
'U[52I>A=7NU:]RN[LKH+4,=B%RH[E=%*U[%[=_P 0Z=#KU>+/X[X_DDCF MDT73GRQ>-8I7ZQA'21K(GAD6-ZT5>N._K/YO/!3TC\G[N.PF M%P[59B,1B\6Q4*MQU"I1:K57Q*U6UHHD5%NC MY@ !_D[WH>N._K/YO/!3TC\ MGZV-US7L.[QXC X;%%/\-?
%C<71HN[N3PN7Q5H(E^4WR7\:'R;6GK,OL5K'2 M(A^R?'T M ^.:&&Q&^&>*.>&1ADBF8V2.1O]:^.Z:;YO\ (J>*3\3\Z#:> MDEG1J0L2-E2='SZUA97I.WOX9D=)2I]X[^L_F^<%/2/R>6111PQLBAC9%%% &GA9'$QL<;&I]FL8U$_$B M'EZ?[' '\ M*6]!T7(+
(M_2]3NK+V65;>N8>RL]M5'-619]J;U?X7-14[]^RH>HO>.DS^_ M*3UB(P@,?M3UB/R?>[I-UUBQ2;-HW$^R?'T W;(J^%G3]%5S;L-RM#:B5>Z+W M6.=CV+YHGT?0(F8Z/DQ$]7C"\<\>K*V==$TU9FM5C9EUC"+*UB^:L;)\!\:- M55]W?
L>N._K/YOG!3TC\GD>/Q6+Q47L<7C:&-A[-3V6/IUZ<79]>%]>SKQQM M[-:G9/+R0^3,SU?8B(Z/OGOQ] !^)D=:US,/]HEL!A,H M]%1?'D<50O/[HBHB^*S!*O=$W\R[Z;PY]_XAM+F=I M M M 'CM_4-3RLCILIJ^NY*5_B5\M_"8
MVY(]7HUKU<^Q5D<[QM:B+W7S1$4/46M'29>9K6E3%+@6A0]9K*0%PT$X6GM\ANHB M7O_M^*X9AKY9+WLL"4>8^FG%S9@P'%:3UF?S(I2.D1^3RE$1](U]UK41& MM1.R(B>2(B)Y(B(>7I_0 M ?FY'#8?+L2/+8K&Y2-$[)'D:-6ZQ$_)&V8I6HGFOT?2?8F8Z/DQ$]7C[>.
MN/FR/E;HNFMED1[22MUC"))(C/)B/>E'Q.1]>[NOD?>._K/YOG!3TC\GE-2E M3H0I\]NB!5\V]BKC]<>'-BE^\/-}^[_^4S{_6}^[FE=G]O?NL;>W'^V/-V/.^_5]B(CH^R'T M #\'(:MK&6D]ME=1W=>Z_2?8M:.DR^36L]8A]"GH.B8]6.H:5]5%T:JL.T])V>/M"N.5US2-
0MN5[9%=9UK#3N61B=F/59:3U\;4]R^]#U MQWCL_F\|%/2/R?]8[6=;P[_&N)U_"8N3Y2^TQV*H4G]W(U'+XZU/ROLUHE_M&"8O;?S\^R?B/DVM/69?8K6.D1#]L^/H /H9#%8O*Q>QRF-H M9*'LY/99"G7N1=G)X7)[.Q'(WLYJ]E\O-#[$S'1\F(GJ\<3CKCY)5F31=-29
MS$C65-8PGM5C1>Z,63X#XE8B^?;OV[GWCOZS^;YP4](_)Y5#!#6B9!7AB@AC3M'##&R*)B=U7LR-B-8U.ZK[D/+T^4 M 'X?'T 'X&0 MU75\M*L^4UO 9*=555FR&'QUR557WJLEBM(_NO;\9]BUHZ3+S-:SUB'TJF@Z M+CUC6AI>ITEB[K$M37,/66)7*KG+&L--
BL\3G*]]NW=5/LWO/69_,BE(Z1'Y,&:UK&-0C0LRAJ^:V9CD/IEB9)8<:YP5@:&YFK\EZ&;A.QJGU1-OJ:H0F%V]_6\:-#WVKI=SZ?KU;BMMLJ9K$VBL0JY/+.XZX^ M=(R5VBZ:Z6-')*[6,(LD:/\GHQZT?$U")[^R^9ZX[^L_F^<%/2/R>08[#8? M$,6/$XK&XN-4[+'CJ-6DQ4\O)6UHHFJGDGT?
0?)F9ZOL1$='Z1\?0 M ?CY+7=?S#O%%E\%A\]J[LB>)8RE=?8V5WS@\7DNNLP1'(G[AL:8J7L?ZX$U?C[Y\-#>*9H\$@6=7P:UA8GK.[MXIE='2:]RJ])W=[U['W MCOZS^;YP4](_)Y5#!#6B9!7AB@AC3M'##&R*)B=U7LR-B-8U.ZK[D/+T^4 M 'U;=*E?
B6"]4]W8%7NL-N M"*Q$]H[E6.9CV=T_O#?;H^/_TH$/?I!AG-=?ZC@5EXO]JNI8OS:X@!G3C$E5J*)/R6A5DK2KH.8HF,JZ*A%QG^/UJ$'Z8#4PCC8W5G[K(7\<K&MQ1C-IFE3X]2/R>0X_#XC$,6+%8O'8R-41%CQ]&M28J-1$:B MLK11-5$1$[>7D?)F9ZOL1$='Z)\?0 >.7].U'*R.ERF MJZYDI7HY'R7\'C+DCT2(B?
0G\AY>G] M M M #_]'?X M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-W MDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M !_M_]+?X M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A M/U'BS[-
F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M M !__]/?X M M M M M M M M M M M M !S!_68 M?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWA MS[_Q#:7,[2 M M M M M M M M M M !__]3?X M M
M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-W MDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M M !_M_]7?X M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A M/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M M !__];?X M M M M M M M M M M M M !S!_68 M?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-WDCZA^FPSZGQ(]OYEWTWA MS[_Q#:7,[2 M M M M M M M M M M !__]??X M M M M M M M M M M
M M M !S!_68?G>^>_S(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-W MDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M !_M_]#?X M M M M M M M M M M M !S!_68?G>^>_S(X)^IW3RAI_"A M/U'BS[-F'U1OYM[FS]-
WDCZA^FPSZGQ(]OYEWTWAS[_Q#:7,[2 M M M M M M M M M M M M !__]'?X M M _CG-8USWN1K6HK MG.3E:OR);37> M3D5%\O>AZX;3TB7GCK'68?]T,QB4QV2:C?&]T+U:XB-7PJCE6O+(B- M5'M_P"5/QGR8F.K[$Q/1^B?"T '^7O9&QTDCVQL17
M/>]R,8UJ>]SG.[(U$3Z5 \:L;MIE23V5K;M8K2]N_L&[Q4G,G;Q*O^]%-@Q4 %WO]0]<%O27CK'68?]KTRN3Z?]F(ZOPHMYTF:3V4.X:M+*O?M%%L& M)DD7P^;OD-MJ[Y*)Y^7D>N"WI/Y/G'3UC\WDL,T-B-LT$L<\3T562PO;)&]$ M56]K7L5S7(CD5/)?
>AY>GR M ^O9MU:4+K%RS7J0,_"GLS1P0M\E7Y4DKF,3R1?I*@=@=3IU>/\?M_?^E<-(8^*O\ /_<$_\#^0\'9NJ_VN/^!_:V/!W2?<]<%O2?R>>.GK'YO(:MNI=B2>E M:KVX'>39]LT=B)5[(]LDD3GL7Y+D7W^Y3SMMU>NO1]@ M /RLAG<)B?^CKF,5C/DN?\ \U#(5*?
R&HBN?_NB:/Y+4R?3V/LUM'6) M?..1]AY&BH&*BH\D[_'K&_TK/5Z8GCRN>;7-'&FG91]5RK^S\J!++H.\[-TRS;(0/RPS+3L+JRE4PX&*M\%Y++_9.3M-XW*EG_\'-/D/ZR[%NA]Q[P7N)W7OE'OIJ]_IFQ+9KK-M@_:+QPAB(]OCK_2?F]FYNM?O0%FRON7_GQ]B)G MH^3,1U?BP;QI=E_LJVWZO8D[=_9P9_$RO[=T3OX(];G=NZI]!]X+1Y2^<=/6
M/S>3,>R1C9(WMDC>B.8]CD>QS5]SFN;W%DPM2WB/R?8$J[?*L@P!$)33DZ/JFS/!6S1QC*V0]MN^1F=WZ9\+/Y35=BN?V;KYB?S(ZJ5K?]@-7>KW^H&-N5M/2)?) MM6.LP_W0V;6\]Y&8O8,)DGN[HUE#*T+CG*CFM5$;7L2*O9SD3^^]":VCK$D6 MK/28?MGQ] M /XYS6-<]]D:U]*YSG*B-
:U$[]YRKV1$1$\U \:L;KIM.3V5 MO;=9]RIW_S/+6+%3!<5_V/8LS'%Z8&JUI!'[GXG.^]9S;7?A6^9(H?S.Q`4Z^HLO7*4$F&/4F.=HWQJM"]6N(C5*HY5KRR(C51[?/^5/QGR8F.K[$Q/1^B?"T M 'U+E^CCXO;W[E2C#W1/;7+$-:+NJHB)[29[&=U5R)[_I$1,]'R
M9B.K\%F\:5)+[''<-6?/WGXV21NV.U\;JXZ]T5-1/:7%!:<JEF8JMP]94C[9<:8MIM*W\9=/>(:-+H-U/U(]?,BAB33^S53NCFJG=%147R4\O3^@ !X[M_P!E?VC7:;,B*K5CN9O&UGHY$15;X)K3'=T1R>7;Z3[%3TB7F:5CK,/MX_8,
M#EE1,5F\1DU]$DA>]G=/[YYVVZOL3:BI+0R'_ /J$VV3,2:TWA8T?MY9W4A9S;^/"8I'Y5K'YS>M^'98?\&!9'2RX1:<;#_O;EM!_L%3#6K\.H8/C??!E1O'1:2/;^9=]-X<^_\0VES.T@ M 'QS30U MXW33RQP1,%?+,]L<:$$4?M8?-+2:6JUL2L:/+EUGJVT.
M8,3'(GB\V_(=;1WRD7R\O,]<%O2?R>>.GK'YO(:MN_U>*_(;H+N4,S1%7&5NVQ!4BV]1L]=4_P#K&DO92WP'I+Z!:LHJ;%:M7CK%U6K54[=L?SZ/O9;%8M MJ/R>3Q^.8Y.Z.O7*U1JV2L>R1C9LP-+7D(EM7VCB ?.U.P-O MEV^N#-GJ9VGH/7K%[H4\J^5:T:<9U\V#O
:U$[]^X#Q]QNVF5'^SM;;K%:3L]SL9M9%[]S@@*YK1?%D0*9&YU<8+9%LWD>A:WVTPK!&6F(S-BHY5KRR(B*CD_Y3Y,3'5]B8GH_1/CZ #ZER_ M1Q\?MK]VI1B]WM;EF&M'W[M;V_W]@B)GH^3,1U?@Q[SI,LJ0Q;
MAJTDRJY$ACV#$OE56[N1(VVUL?F\D@G@LQMFK M316(7IW9+(R6-?Z82PY@8G_-+RI\1>SM*I\-S+@:H1I&Z>1S/4+MH#C*I36SW4JLD>#A3WU>S!?%&QF;DEVP3SQJ?CR MJB^9ZX+^D_D\\=/6/S?N4LGC)W=6M M\,-IZ]U1%[)]/8^\-HZQ+Y%]STF'D9Y>@ ?Q51]*YRH
MUK457.5>R(B>]JKY(B(WZBMIZ1+SQUCK,/X^;#2?J6<1UI@L1O;[X:8Z/ZSC]_>FE8HMV)>2R6^0C[X%7-$/&WZ:[9OV"2C0!^^2B>_Z#3$QUA]B8GL/U#X^@ ^M:NTZ,2SWK=:G"GDLUJ M>*O$B^_LLDSV,3R_E$1,]#IU>/IO.DK+\'3<-66?QK'[%-@Q*R^T:JHYGL_A M?
C\:*B]T[=T/7!?TG\GGCIZO^;R*M:K/C^TKL,<,VU1CZ0:Z2JNIB)9?=?H/@4U(@OPBPIK:<(&EWV*E[9?JLBVV_/]_<:0\2IN&I7W^SH[1KMV3NB>" MIF\99?W5%5$\,-IZ]U1JK_>0^S6T=8E\BU9Z3#R(\O0 M /BGG@K1NFLS15X6)W?+/(R*-B?C=
(]6M:G]]0/&Y-YTF*589=PU:.9%:BPR M;!B62HKT16HL;K:.17=3OM)X[N5V][<\8TKN@X=LE;O;QPO>W\))H[_>BGF8F.K[$Q/1]L/H /SK^ M7Q.C:\IE,=C6BN1U^[6Q^[)]\(^6IM5$Q[&M]+YPLX)/.,%)M6-J)
M3V53;=9M2KV_>Z^>Q4\GFY&I\B*/+1>@B$V]S^%@'5*6PDM*&C5O_N,OL%.8$@3^*<;VN?(MVS$(A9R1E>6B3HA:@6E^AXW&UJ]>C?9KK:7WUV?JHKUT[J\P8C>C
M_9/CZ #XIYX*T;IK,T5>%B=WRSU7/:M5:V&R-R'#7"5Q-;\EE[9DL.]-W5N+6]^SLR<T<IF3&K.CE6J,2!*H(1Q[Q*%#FNRNM:8&RAF61\Y6^<M7FLB.M2Q*RMS<R;GZ
(2.=X&QT@ ?Y>]D;'22;'&Q_=GH>C\1;<^BTRJ1I<6J2W1#=JI(>M7G?:8FSD%B!(Y6R(9PXOD3:+^Q'K\EOV,8?S6HW:4:C9NH\T%5.NHG>=S/6GB<9^7:%^E'+R:J'/R!O5JU1/)3X]+F:@#E(3=QR3^;$%+7"]?3/)*@0-=;%D
!].YD1ZX+>D_D^<=/6/S>2PS0V(VS02Q5Q/159+"]LD;T4Q=GL)YX*G$?MKQVEFP;J=SSCY^V-@RQ[.0U7V9=3(9&K.<CR4%L:2?>DPP+F]NT:-?WFE4,38YP!8/HT7C
#\G.9W#ZUB[>:SV1]8K%48_;6KMR5(H8T54:Q]=^[MI)I7C61L1SY'JC6M.D=SKC;Y8%M8IYD%N\R?)G8J-0)0SP6]!:H4VRBDDI9VG[A%+1+VUM-<#Z&EV)2\QJ6RN:
1DTLDT:^*.6%[HY&._KF2,5KFK_-BXL:R^"QCZ^NR1\&5Y%B'_2R+'"/@ML4?WN9FN-1/UR?>_ZJ_W]#$>S49$K+NQN+_X]D5$+SW^Q93?_;H
MV/)U<3BJ;46>W:?X6^)W]3AAC:CI,%F94[,BC:Z1[O]*K6B,3M7K<7R-U@Y:M;^AE4NY=V%^VCT8?;[_5MGV#FMZE96:+G>5$Y8]?S]A[G8O?>T8?[0/QR
:UKW8B&>;6MWIF7C1]>7S06)ZLT=BK/6L1.\<4\$SX]H&FT.)VS3QW>H=H70HHQ68QV8@M>32&GB9^4=UFF.BSJ9KL@FM@2K!?K=2N2BXTF\;2%GQ#JHFC"+X
L?/K7U;,>:N3E MTMZ/>1R=0 ']3E#F#?3>*ZB?"5EU[-V(5EQ^N8]BZ1!XZ1(]J[3EVN<9UF(C#,RBN&Q/N>X8]YR)^BLY8AOGYNSF9TR>RY2_UXTCQVNWHWWNR.^J
>LN+R%JBYZM[=DE^#RQI*U43LK7(5K53%R5E.RU&UV8Q*<?WKNQ,M!A+;&.=B"IMNA6Z=9CM8TL=?IFS.CIT4BZ<@CX_5YLI2?N@@E=B\3P7G8<=4S=4RUNP-+
MCLT['A:Y]2]5D\,]2S&CD[M>B=T5'-56[JBDDSH[KBJS9#D1/JWJLNI)ENUJP8]]R2C>;U7]D=QI*N7LA8#C4*E$AKW#C?D:A=+U%P0WRJNBJXR]=LDM+NEJ+J^V2YN7
[=WE#&G)YC+9]RMS,Y3(Y:V[OXK63NV;]E>_FO>>U+*O=MK2M=#SHK:+RZ$.DH=5N1.(G9FJX?ZPC,LX0@7IQ+ZXCHQ+%C/U[L0EB*ZB^DOCC8,Z8WY4]RDYY[2Y
Q:Y'6,BDLT+6?&&)M(V M#+8M[_]*C7*?8*B[X[@VYVLV4R5R1O5[("/#V M QMY9ZE-2XZDLX7$M9M.UP]XY.%6=&8W%RH[M)&XC7'R8 M:BV-Z(CH975?I?AUV-W;OVLS3>?N[)Y)KKAQU[MY^;);-DOUG:/D/]1/]6>OK
@/CS#6N0-VTZ6.76=IS6'2-S7!]U MZ9:$BM7NU+&-E=+C(GM_D/-J5MWHB7?YE[0S(=OLUM3(UX9S/1W07U1P+I6%J8P5M@'HJ>UT=U,Z\>[R^-8X5?DEY+8\C]@TK=F9XMS)S@R7[]L9J*B'L*&MS!

[>C '=>I3E/<9)HXLV[5\6]51F-UI7X]Z,[N[>VR].=EI MGN8O9_:9D3NWDQ/<;*X,=?+>?FQVSY+>>T?)Z(L6;%N9]BU/-9GE7Q23V)7S M32.7WN?+(YSWJOXU4Z]')\ ?'D.!VW:-6G2QKFPYC"2HY'JN,R-JHR1?Q310
MRMBG.J)YM>US53WH?)K6W>B)>HM:O=G9EGQUU@Y_'2P8_D:@S/8]RM8[.8N" M"EF:R=NWM;%&/V.-R+5[HQ*ST157N]>S5SWTU9YTY2T4U,QROSAGOK>SX# M;\16SNM92KE\5;1?96JKE7PO:B*^">)Z,GJVHO$GCBD:R1BKYM0QVK-9VMRE
MLK:+1O7G#]X^/H '^)98X8Y)H&10Q,?+++*]L<<4<;5<^21[ME1K&,:BJ]]J(B(!AKR?U<87!RV<-QY3K['D(E?#)G[CGI@()6JK56C%"Z.QF M/"J+|M'PP+Y*UTK5-./3S/._*/U9LFHB.5.7Q=\ M=7LNQ^*:URK\A,90^#4G(U%[>)S'/5/>Y357'2G=B&6V2]NLR]=GMS
/9^I< MR%)G20^2]YFKV:N3)H[5YUYQ^K5CU%;_9K4]I)9'*C6,8CG MR/5&M155$7[$3:=HZODS%8WGHP/Y(ZPLE8FL8WC/'QT*K'.C39F/\V(FQ;KMVVS.FV79 M,SFG.=XTCOW[$U:-4]R5Z:O2I6:B^YL;&M1?H--:5KW8B&:U[6[TS+Q<^O+Y
M89I]\C)H)9()HU\46T_)UKFR5\|X^;/G MB?]%T[D[V.+D7['=K>UO>1V&O>&..\B(BK[)S8YT1%7P*U%<9 M,F&V/GU]UX\U[>)&R>Q5[&U*?C8]+/,K(^Z*C?$Y/"O2F.V2?N]'.^2N/O=4_-ZZ MIN2]L?-7PUMFEXAZN:RMA'*N4=&JHK/A&=D8VXV9G;*LE5%1?-%-=-
/2O7G M+'?47MTY0QWOY'(92R^YD[]S(VY559+5^U/ZPQ[?AT\$;[2,AL;!6C3Y/CCLQ-CJ9!6-| MU;.Q))%1.\S?-5X7T]9YUY3^C1346CE?G'ZJ Z/OVJ\B8=F:U7)QWZR>!ENN MY/8W\;89'EZ M #'OEC MJ+T_C-\V(KHNS;6QO9V&H6&1U\<]4^3\?L6,DG[=O$UC7(X[8\ M-
LG/I5QR9JTY=;,"=TZAN4]TEF;-L5C XV15\&)UM\F)K,C7O^]RVH9%R5M' M-7Y22SO8O;R:GN-=<..OEO/S9+9LEO/:/D]*2RRSR/FFDDFED2Y[Z;SQ_DTTU,],GYL[<-FL3L.-J9C!Y M"IE,7>B2:K>I3-F@F8ODJ(YJ]VR1N16O8Y$>QZ*UR(Y%1,DQ,3M/5KB8F-XZ
M/TSX^@ ?6N7*F.J6;]^U7I4:<,EFW&>RB=_DRSK&SQ)_4GM5%75CTV_/)^3)DU,1RQ_FPRVCDG?-SDD?LVU9G* M1R]^].2Y)!C6]U552+%U?88Z)//^+$G=/[R=M5<=*]V(9K7O;O3+P@]/#_37
M.8YKV.5KFJCFN:JHYKD7NCFJG945%3R4/KVWIW.O*&DR0IB]IO7:,2M_YI&= MD?F,:Z-O;]X9';>ZQ3B5&_\ 5-+"[\2IW4YVQ8[=8YNE3.KB?]@U7> MY:N$V6*+4]FF\$4*2S^+!Y6P[LU&4;LOA=3L3._!@G]Z]C622.7L9,F"U.=> M=6K'GK?E;E9E$<&@
!X/OG(NI\;XA)Z]V*/Q(LCVHO<]4I:\[5>+WK2-[)^[_U:;WLG94;7C:^-?+VKD\UV4T]:\](B.41M#A,S M/.>/=<.Q6MDARSO99B.)/PEK9N)BSR3+_76F6>_ MN\O>G"^GI;IREWI]+U[W.%_^-^5].Y1QKKFMWE2Y68QV2PEU&09?&N=V1%GK MH]
[9]SG+V;/$Y\3E\O$CD5]8[X[8YVMT;*9*Y(WKU>RCP]@ M M_';']9A^=[Y[_C@GZG=/*&G*$_4>+/LV8?5&_FWN; M/TW>2/]'Z;#/]?$CV_F7?3>'/O\ Q#:7,[2 M !XIN.[:SH6'ESFTY6#&46=V1 M(_O):NV/"KFU*%2/Q3V[+T3\%B+X4^4Y6M153U6MKSM7J\VM6D;VZ,
N0>KS M;LU+8HZ)5BU7$]U9'D;,4-[8+#.RHKU67VV.Q[9$7\%C)9&*G=)39335CG?G M+'?4VGE3E'ZL6R1GFGT*)B)Y3T?8F8YQU9!Z+U0B^5N?M-XM:^A,YV>VA8T?%KV.FC:^OXT\4+B>U45K5;).Y%14C5B^).N/#;)SZ5,UI\F.\,;O+PSY)C_C2RYS$[/[RMC=Y]F-
1>QLI@QU\MY^;';/D MMY[1\GHN>Q/:FDL6IYK-B5WCEGGD?--*[W>*2617/>[LGO55.KD^$/CR77]Q MVO5)VV-;V+,X21KT>K<=D+-:&1R?1/69(E>RQ?I;(US5^E#Y:M;=Z(EZBUJ] MV9AEIQSU@YFC)7QO)&/;F:2]R-=@Q,,-7*P(OE[6YCF>RH7VHOFOL?@[T;W7
MPO7LBYKZ:)YTY2T4U,QROSAGKKNR8/;,35SNN9.KEL5<9XH+=1_B;XD1/"#, MQ?#+6LPJO:2*1K9(W>3FHOD9+5FL[6Y2V5M%HWKSA^V?'T M M 'X^?V#"ZOBK>3(XVNDD MY+8QO&U"/%4D\4:;#EZ\=K*3?1[: MCC9/:4:3._X*SI89S; MWN5Z-R&0LV((E5WB\-
>JZ3X-6C1WFC(V-:WZ$0TUK6O=B(9K7M;O3,O&3Z\O MEAFFK2QSUYI8)XG(^*:&1\4L;D]SHY&*U[')^-%0/KWCI74;RIDD+$S\VQX MQBL1^+V9TN58Z-ODC(+\LB96KX&*J,1D_LV^7=CD1$.5L&.WEM/R=:Y\E?/> M/FSZXGZ@M.Y1]GC6JNO;5X%<_ 9"9C_A?
@9XY'X>\C8H\BQC>ZJQ6QSHC7*L M?A3Q+CR8;8^?6OJUX\U^3D[/5/)W,>F\5TDDSMM MUK+V(O:8_7L>K)NJ3DS;99H,1>;IF(E>O.6.^HR6ZWQ60M4)' M*WW>-U66)7M_D7NBH?)B+']+6KW9F&4?'O5UN.!DAI;Q69MV*[M:^]$R M"AGZT??LKFR1,BH9%&-
]S)61R/7WS(<+Z:L\Z_9R=G-^4U7-5%7':EJ3M;J MV5O6\;UZ/+3R] >.[3MFO:5A[&>V?*5L3C*W9JS3]JR33.1R MLK5*\:/L7+4]-7PQQ-<]415[=D54^UK:T[5YR\VM6L;VZ.!>1>K[9,I-8Q_' ME-FNXQ%=&S-9"'""[G++?=[6*M+[?'8UKT54*ML2)Y*CVKY)LIJQSOSEDOJ
M;3RIRABCG=JV;9YUL['L&8SDW=5:[*9&W=2/NO?PPLGE?'"Q._DUB-:B>Y$- M$5K7NQ$,\VM;O3,OP#Z\OL5K=JE,RS3LV*EB->\<]::2":-?QLEB2.^#Y=7IE(9$8G9GCDE MB:OG[-?-%Y7P8[>6T_)VIGR5ZSO'S4 XKYSTSE2%*^.F=B-CCB]I:UO(R1I<
M\+6JZ2;'3IX(LK49X5[NC1LC&IWDC8BIWQY,5L?7G7U:\>6N3IWO1[G.3] M QCY8ZG-4T"6UA,#$S:]H@5\,\$$_L\-BK#51KH\C?9XUGLQ* MJ^*"'!'.1S59(^)QWQX+7YSRJX9,]:7R>HGO=(YSW MN<][W*][WJKG/[G.='-_D/CS76.1MZTV6.36=]S6);&J*
ME6&Y)+CGJB=F^VQ=GV^-L(U%\DDBO=F69'&?6!'8E@Q7)M M"&IXU9$S9\/!+\':JJC?'E<4BS21M^ETM97)W\DA1/-,V33>>/\ )IQZGRR? MFSAHWJ63IULACK=:_0N0LL5+E2:.Q6LP2)XF2P3Q.=')&Y/7S-^KC,91B6>W>NS,@KP1IY=WR/5 M$[N>3\F6^I\L?
YL/]EWW=-PE=+LV MSYG,^)SGI! M7^XY)(GLEB>^*2-R/9)&YS'L[7,>U4?FB^7;G;#CMY;3\G2F;)3SW MCYL]>)NH_4.2I*^'O-36-LE[,CQ5R=LM+)R>[MA\BK(FSRN\E^#R-CF\^S$D M1]N,>3#:G..=6S'GK?ETLR*.+L]<)41?=,=LD[5>+Y*XXWMU3
M]WWJLY$VF2:MKDC-*P[O$UD>-NRF MGI7O'Q^IB MRN>%%55;8C>]_9$]HU/,SWT]+]SA0/0^1]2Y)Q*9;5Y$54R7I:D[6;*7K>-ZO.3P]@ M ,8>6.IW5= FLX/7X8]LV>!SX;$4%A(\-B9V=V/CR%^-)'6+ M4,B=G5X4545'-?)$Y.QWQX+7YSRJX9,]:HW.<]S
MGOZJJJOFITR?WU/-L=+=Z(>ZWO7NS+,KC/K @M25\3R;0 MBHO>K(F;1B(I%]>)?"U'Y7%(LLL"+YJ^6NKV]U\H6M153-DTWGC_":::GRR M?FS>HWJ>2IULACK5>]1N0QV*ERI-'8K68)6HZ.:":)SHY8WM7NBHJHIDF-N4 M]6N)B><='V@ >(;KO>K\?
8>3.;5E(<=415CKQ?U6[D+")W2K MCZ;/WZW85%[JC4\+&_*>K6HKD]5I:\[5ZO-KUI&]F /(/5UN.>DFI:/69].* M[N:R]*R"_G[,??LCG22LEH8Y'M][(F22,7W3*;*::L<[\Y_1COJ;3RIRC]6+ MF9V'/[%86WG\UE MF9?C'UY?Y?HQ\IZ/L M3,JY)K/+Q+6SC&/NI,J)
[|"66>_P"3 MW7N<;Z>ENG*7:FHO7KSA0'C+F+3>5*3L,#;=5RU>)LF1U[(+'#E::>372QL: M]S+U)'JB)-$KFIXFH]&.7P)CR8K8YY]/5LQY:Y(Y=?1[5.;H M]#TQKE78=]\".9@,?,QGP3QL\<;\Q>5LL>.8]O948C9)U1S52 M/PKXDZX\-LG/I7U<Q-+// M*Y7RS32/EEDY?
QJIU3Z[NFVZE.VQK6QYC"R-7NK*%^Q# M7D[KW5MBHCUJV6*OFK9&..J^?8^6K6W>B)>JWM7NS,,M^-^L'+5):^-Y*HQY M2DOAC78L16CK9.!55$]M?QL7LZ5R-._=RP-@.O=IR>TC?V\GQO3RDAGB=Y/C>C9&.3LY$5%1 M,DQ-9VGJUQ,6C>.C]@^/H 'PV;-
>G7GMVYX:M6M%)/9LV9605 MZ\$3%?+-/-*YL<44;&JKG.5$:B=U'4Z>S"KD_J\Q^+FGQ'&M*OFK,3GQ3;'D MV3)B6/:[PN^+*+'06,BGO[3/=%%W3NULK5135CTTSSORCT9RHJ>:*BIYHJ*![4U'FOD[2I(OB;;,G+3C1 M&_%66F=E\6L:+W6-E2^LR54;H%B?_
,]'BV+';K$.E3.7BKJIUC M9V@ !X?NN^:MQ[B'YK:LI#CJO=S M*T/]5O9"PUOB^#8^FSO-:G5%3OV3PL1?$]6M[[G]M+7G:KS:]:1O9/\ Y ZN M=TSLMBGI->'4<0J^&*Y)'#>V&=GN9)]%))$_BQ1.D9]$]^]-E--6.=N< M_HQWU-IY4Y1^K%[,;!G=ALNN9[,Y3-
6G*KEL92_:OR]U_K7V995:B)Y(B=D1 M/([Q6*\HB(9YF9YS.\OQSZ^/N4/MQ_U.U1LS5+,?FB_(G@?' M*WS1/4]'V)F.<=61&B=4O)>IR0P9FXW=,0U6I)5SCU^,VQ_QEK9QC M'7%F=^.REE]?0U/><+Z>ENG*7:FHO7KSA0/C/E_3>4Z+IM?N.@RE:)LF2P%_
MP0Y6CW5&NE2-'.9V7+3,5.<_HP M=V[FCDS=GRIF]LR;:_6>3U ME!#V[8^6RZ]B7-3R\+\5>^$4%16^7=(TZY+T[LLU.+^K MK%9B6MAN1Z=? W9%9#%L=!)5PDTB_);\8U7NEL8I7+V[RM=+#W8YTYQZ-6/4Q/*_*?5FA#-#8ABL5Y8YX)XV303PO;+#-
#*U'Q2Q2,5S)(Y& M.16N15147NAE:GR_$V+9,']>)M9W8\G5Q.*IL\4]NV_P + M?$]+X(86)XI;-F94[1Q1M=)(]R:U5\C[6LVG:O5\M:*QO;E# KD;K!S-Z2QC M>-\>W#4D5\:;!EH8;65G1/+VM/"/]K0H-5?-/:_"'JWLOA8O=$UTTT1SOSEC MOJ9GE3E#$O8-QVO:YW6-
DV+,YN1SU>CLQ/H;&UK4^A# M36M:]V(AGFUK=Z9EXT?7E\T%B>K-'8JSS5K$3O'%/!(^&:)WN\4QW9? M>BH'U[TTGJ0Y2TV6%DF]#DZ@ M /4O)_,^F<5U$^.[3KN:L0^UH:YCECDR=EJ]K&3SHYR1T*2O:J>VE5/ M%X7>S:]S5:=,>*V2>71SR9:X^O7T3\WKJ?Y-
V^6>'&9#[#<0_P 38Z. >Z.] M[->_9;.<NY&P^WD+EJ M]:E\Y+-RQ+:L2+^-\T[WR/\ -?I4[1$1RCHXS,SSG]^J'Q^WA-DV'6[*6]?S MF6PEE'(JVV+R%JBYRHJ+VD^#RQI*Q?"B*UR*UR>2HJ'R:UMRM$2]1:U>[,PR MFX]ZO-
NPLL%'>ZD6U8KNC'Y&M%#1V"LSY*>/JZ2''9%L;4_->R*1ZKW67Z%X M7TU9YTY2]TU-HY7YQ^K/W3MVUG?.U2L>%'.J7ZDGAG MJ66(OX+T3Q)\IJN:J*N.U;4G:W5LK:MXWKT>5GEZ_BJB(JJ MJ(B)W55\D1$^E?Y ,1^5.J[7-
4FLX31Z]?:\Y"KX9\D^5Z:Y0F;W3PMF@+8 MZ6[T0]UR7IW9EFKQ=UEC5CU,3ROREF=%+%/%'/!)'-!-&R6&:)[9 M(I8I&H^.2.1BJR2.1BHK7(JHJ+W0RM3Y M M !_]/?X M M 'X MNQ;!B=5PF2V'.6V4L5BJK[5N=_FJ,9Y,BB9Y++8GD5&1L3Y3WN1]>:H?8B;3
MM'5\F8K'%/1(_E_F#/\ *^=DLVY):6N4IY/B' -?V@IP^;&6K:,566?=]'J Z.0 /EAFFKS16*\LD$\$C) MH)X7NBFAFB8H](V^PU=MI5E=B\ ME(Y&NV2G68KI63=^R+F*<+/&]4\YXD=)V\3'JN'/BX/OU[O[-N#-Q_TX;2]?R6RY^TVIC,776:9Z]EDF>JHR"I6C54]M:M
MS.;'&Q/PGN3W)W5/M:S:>&.KS:T5CBGHD7RMRQL7*V>DR64D?4Q-9[V83 13 M.=2QE;NJ(YR?);9R$S?.:=6HYZ^2(UB-8VECQUQQM'5.R9+9)WGH]6'MS M ![BK:LT;->Y3L35+=2:*S5M5I7PV*]B%Z20SP31]V2*6*1].:YJHJ*G=!,1 M,;3T?
>G..JG'3GSO]L.E]B>TSQMW/&5_'!:7P1MV/'P,3QVFL3LU,I5:G>PQ MJ(CV?OK4]>-&8:A?\559/#+'C*O=T;\U>A[_*C8]]M@8Y.TTK5[]VL>AVPXNTG> M>[#CFR]G&T=Z4]'P 'G?'O(FR<;;!!G]=M*Q45C,ACI M7O7'Y>FCE5]._UR)(Q4GRXGKXF*B^_S>E;QM9[I>U+
<55=^/-]PG)&K M4-HP]K[.*R436+;QMOLC526!ST5KO"U)8G,D:GA*"FYY>P /5'+_*N)XHU>3+V MD9;S%WVM77L3XOE7KZ1^+VLZ(JDC,=35S73O1>Z(J-3Y;FHO3'CG);;R<\F2 M,==YZ^22&U[9G]VS=O8=ER$N2REQ4\.'UY !Y#]^TYW3,W2V"7,A-CLI1D1\4T2
M_(EC54]K5M1+^]V:EA]>&2-Z*UZ>_P"CM\M6+1PVZ/5;36>*O56WASEC%I/J!FUYUSCS2+?L\T^+V6QYZO)\ MO$,F9W=BL=(WS;E9(G(LTR+_+F:[PM_?NZQ:<.'B^_?NLN?-M]RG7S_-O] MO]_3M55GLURF*1Z^&&["BHKV(K666-\+NRHQ[.67%&2-_P"YVQ99
MQSM_:K'C,G0S6.I9;%6X;V-R-6&Y1N0.\4-BM88DD4K%7L](YCD\E1%1?)41 M45GSQ.T]5")B8WCH^\?'T #&'J M'YV;QM1;K>MR0S;KE:JR)*OAECUVA+W8S(3Q.1S);\ZHOP:)WR4]>TD16HQD MG?
#A[2>*W<_=PS9>".&O>_9+VW;M7[5B]>LSW+EJ5\]FU:E?/8L3RN5TDTTT MKG22R/[7M_87(6OQWC)CKDC:>KICR6QSO'17 M;4-MPN\:[C=GU^S\)QN3@21B.1&V*TS5\%FE;B1STAMU)D5DC>ZIXD[M5S51 MRSK5FEN&W51K:+UXHZ/)3R]
!_'.:QKGOR(B(GFH$Q>H;GZWO-^WJ&IW'U]+HSNALVZTCV/VBQ$OA=-*]OA7XFC>B^Q MB\VR]O:O[_(;'NPX>".*W>_9AS9N.>&O=_=BB:&8 #,WIPZ@;. N4="W M:^Z?7K3HJ> R]N17/P-ERLBK8^S,]>_Q++Y-8YR_[E=V]T2K[/-GPQ,<=.K5 M@S;?MT;$OQ!@6N1
ML52!>|;+5Q&.JX<^+@^ M_7N_LVX,W']RW>_=ER9VD 'H[G'F;'|2X"-8&0W]KS#)8\%BY' M*L<;,3PRY;(HQ6O;CZKW(B-16OGD7P-5$21\?7%BG)/^+EERQCC_"E)W.9W M+[+EKVK[#K-Y:ER+][L0/19*61].JNW&7(^$Y0U:KLF'[P2*Y:N M5Q'L MP[ZD^?
9M/;+H>F6_9[-9@1][E5555[]IM8G^_^]S\-]RYWBC-L?')/D-6O3L^/, Z5?92-=X&/ MR./:]WLZV5@C:G9R=FS-:C'^7A!CI9HI*C61Q1M5 M7*]]D1!UY>9TYST2IYWYVR?)V4GP^(GL4=%H6$2E13O#)F98'>65RC47Q2(Z M1/%!"[Y,3?"]M]IW5*&'%&.-Y[Z?
ERSDG:.XQT.S@ !GQTU=05FS8H\< M[S>6>2;PU=6SUR5SIY]E5&P8'(SO[K,Z7OX:LKW>+Q(D*]Y71]LF?#$1QT^K M9@S?V7^C/$R-8 /6G*O)N&XKU:?/Y-/A5R9RU;)B62-9/E,BYB MN9&BKW6*I U/'/+V5(V)V1%>YC'>]>.S [LODORX9HU[QV*TS?DR1
M/1S)&JJ.147L?+5BT;6Z/5;36>*O56,A7F#&R/?/RXYQVV_M\E#%DC)7?\ N\WN*NB04.;,VLLY7)3->M3'5>Z._?)E8]N=V5(XFN>]=F]>]4F]N&'B]XI7 MBE(CD+D/8^2]AL;!L5I7N.]JW ?-=;E3!OI918:VYX6 M&/XWK1HV*+)5E=[./,T8DQ"?FQ=G/+NRH8 MAD$<78
&*O49SPO'M/[$]6GC=N>3K>TL6T\,C=;Q\[52.RK%1S M'92TWS@8[RC9^^N3LL:/T8<7'/%;N_NSYLW!]VO>_9,>S9LW;$]RY8GMV[4T MEBS:LRR3V+$\SUDEGGGE<^6::61RN2V.=XZ*Z:KM&&W/ 8S9O(J(V6-R.6.>K9C1S MO8VJD['1RL[KX7M5.ZIYK-
M6:VX9ZPHUM%HXHZ/(3X] M M #\'9MEP^H8');)GK3:>*Q59UBS,ORGN\T9%!!'W19K5F9S8XF)YO>Y$^D^ MUK-IX8ZOEK16.*>D)([?A%CMX66< MG89_59E3_GEOA8B(4<>.N.-HZIV3).2=YZ/49T<@ ?-!//5GBLUII:]BO M(R:"Q!(^&>&:-
R/CEBEC5LD.1RMC\$:96E&BK*UK6I+GM15;)VPY\7!]ZO=_9NPYN/ M[MN]^[+$SM /0O._--/B?!1PT4KW=PS,4]87'R]KHZD#>\4R$SK%R[;D66>:1WEYJODUC&HC6,:B,8Q$:U$:B(E&(B(VCHGS,VG>>K\P M/@ /-=#W[9..
<_7V#6KKJ\|:M9&SW2]J6XJJ[\;U]G$Y.)C% MLT+'A[>+P^-'QO[-]K"]K^R>+LDZ])QVX94:7C)7BAYZ>'L /%- MUW+":#K62VC/V/8T,=%W;%'X76;UJ3Y-7'THG*U);=N7LUJ=T:U.[G*UC7.3 MU6LWMPUZO-
K12O%/1(KD_E#8N4]ADS.:E6&G"LD6&PL4CG4L12<_ND42=F)- M:E1$6:=S4?*Y$_!8UC&T<>.,==HZIV3);).\]'K8]N8 /MT;UW&7*V0QU MJQ1O4IX[-2Y5E?!9K6(G(^*:&:-6OCD8Y.Z*BB8B8VGH^Q,Q.\=52NGWG2+D
M_&OP6>=#6W;$5FR648C8H<]18K8URM2)O9L5B-[FI9A:GA:YR/9V8Y61X,V+ MLYWCNRWXADH<'< &"_4KU V<;/=XYT>\Z"Y&DE;:L[5 M>WVE97L5DN#QTS558K+4VJCT?X=>##O\ ?OT\F3/FV^Y3KYI_ MJJJJJJJU7S55\U55^E36QOX
&0W!7.N4XMRD>+RDEC(:1D+#?C#'^)TD MF)DD=V?EL2Q>_@D9W[S0IV;.U/H>C7)QRXHR1O'?=\66<<[3W56*-ZGDZ53(MX^S#WR=')&Y%1?Q*3YC;E/50B=XWCH^V M /S;*]%\#.Z]][Z&+%&./\D_+EG)/^+T>=7$ '^FNE[_OF6@B:KHY%3O8C:OB7VJ=Y<6?
#P_?KW6W!FXON7[S,XS-(M /3?-/+N-XFUKX:K8+VQY/VE?7L1(]42>9B)[:_;1BI(F.H>-]R=E:LCG- MC1S5=XF],6.5ORNEGLV'=^R*J MJR&"-.T=>K"B"&.)B-9&U.S41"C6L5CAKT3[6FT]VZOPSZ\@ \HT_<=AT M3.U=AUG(24,A55$=V575[E97L?
+1OP=VMM4K"QIXV+^)%14 MJVM2>*O57+B?D_#\JZM!G,>C:N1K^"KGL0LB/EQ>1\'=S47*2E9[*^O*]}X MV=T7L]KVMFY,2,E=XZO9YX= 8(]2O4#9I6+G'6C7 MW5YX?'7VG/4Y>T\4GX,F#QMB-WBAEC\TM2M5'M=^](J*DG?7@PQ/W[_1DSYI MC[E/JP$-;&
!D/P3SKE.+\K#BLK-/?T?(6&MR%%SI)7X9\K_)>6Q3$\ M:L?&KE=/"U/#.U/=[1&N3CEQ1DC>.^[XLLXYVGN*L4KM3)4ZF0H68;E&]6AM MT[==[98+-6S&V:">&1O=KXI8GHYJIY*BD^8VY3U4(G>-XZ/M # MP'DGD/"<9:MZM1@5W?PH[V:OD?V5(HF.=V7 MLB+
[I29PF0 MM8O*8^9)Z=ZG*Z*>&1$5]]G)Y/CD8Y6O8Y%9(QRM:5ZOEFFE>KGR2R/V#B?.MNT727L#=D8W.X"256UKT*=F_"*_?Q,K9.NS^I3(MG_/+O$Q50YY,=2<<[QT5QUK8\1MV"QFQX&VV[BLM6;9]3M\G=E56 M2PS,\UALUIF.CE8ORF2,CT+#F^)BOBFV6Q
]4;?N-7PO9CFN;X[U=R)]$DB>/PLBWX#-_9?IY*"F- ML !Z_Y+Y%PO&.K7-ES"^VZO2AQ*YS:E2-7 MMH8NIW_>Z..KNU[<5GA9Z> ? MJ87-Y;7,I2S6#OV<9EU\C[$S6=XZJO<$\S4^5]?[58Y_+BG';EW5'%EC)'^4/>YR=0 3OZD>H&QE;
M60X\TFZL.'JR/J;'FZDJI)EK$:^&QB],S%168N"1%9-(U>]ER*U%]BBK+LP8 M=OOWZ^7^W^W^_L6?-O\ GSGV[H&0J:KM%R6QHUV;V4 M4DO>636;-B7O\,KN[^T^*GR/5UF%/%X>ZR1IXO&V3AFP\<<5>]^[1AS32>&W M<_94&.2.:-
DL3V2Q2L;)')&YKXY(WM1S'L>U5:]CVJBH]+V5# WO]@ M #Q[:MHPVF8#)[+G[25,7BJZSV)$1'2R.5R1P5:T:N;[:U;G>V.)G=/$] MR)W1/-/M:S:W#'67FUHK'%/1(OE;EG8^5L_(Y25]3$57O;A,!%,]]+%UU7L MCU3Y+;.1G:B+-.K4<]?)$:QK&-I8\=
<<;1U3LF2V2=YZ/59[

>%Z213P3Q.9+#-%(U'-

AVPXNTG>>[#CFR]G M&T=Z4]'P 'G?'O(FR<;;!!G]=M*Q45C,ACI7O7'Y>FC ME5]._UR)(Q4GRXGKXF*B^_S>E;QM9[I>U+<55=^/-^PG).KT-GP-M=D;^^P+(BM=V1)8W->WY+D)MZ32W#*C2\7KQ0\W/ M+V "='4AU VLUJ]-DS=ECO#/C]=A]]F
M)@ZP_U3;@P[??OU\F+/FW^Y3IY_[?[?[_PM-+* !E7T M]]%O0[M74MKM26M*NSMBKVIGNDEU>>9R-^$0]OB<[#O>O>>%/ZEYRQ^?C9) MGS8>/[U>]^[1AS<'W;=W]E/&/9*QDD;VR1R-:^.1CD>Q['IXFO8YO=KFN:]* MBIY*AA;W^@ M M #_]3?X M M
$Y.KODN;*[#7XYQEA4Q6OI!>S] M1.^3WF>CD\4;>VW34VCCGK+%];[VX(Z0PQ-M+*_0Q64R&#R=#,8]U)2R6,MP7]-])422"S6D;+%(WNBM,MX]\BZ1@MLK-9#)D*]LR%1CO%\"RM1[]V1 MJ^?R_9LLQN=&KD17PN8[M\I"9DIP6FJGCOQUBSSP\/8 30ZL^2Y
M=BVUNB8ZPOQ)]3VKD$C>U8KVQ2P]YG.\/?Q)B:\WL$1>RMF6;^13=I\?#7CG MK/[,.HR;VX(Z1^[$4T,P #]C 9W)ZQFL9L&&LNJ93$7(;M*=O?Y,L+N M_@D;W1)8)F=V2,7Y,D;G-7NBJB_+1%HX9Z/59FL\4=86BT+;Z6^:?@=LH(C(ML6CS>7GE MZ
'Y&>S=#6\)EL_E)?8X[#8^UDKCT3NY(*D+YGMC;W3QRR(SPL;[MW.5$3WGV(FT[1UE\F8K$S/2$6MYW'*[]M.7VK,2*MK*6G21P(Y70T*3/D4L? M6[^ZO3KM:QOTN5%<[NYR]M.E8I6*PEWM-[3:>KQ(]/(#(WIHY+FT3? MJF)N3N37=OFK8C(Q.>B0ULA))
[/$93Y79&+!8E6*1>Z)[&5RKW5K>W'/CXZ; M^<.^#)P7VGNRJX3U '^))(X8WRRO M9%%$QTDDDCFLCCC8U7/>][E1K&,:BJ]]O9$ CCS/R/:Y-WK)YSVLGQ-5>[&Z MY5S7MX+&1?WL2]^ZHZ3P]_"Q])2Q4[.FWGYIF6_:7W\O)ZG M.CF]H\/\ (MOC+>
<5L+'R+BY'MQ^PU6=U2WA;4C$M=HT\WSTU:V>% M/+O+$B=_"JHOC)3M*3F/8Y%1?I128IOE /57,_(3.-- R^PQNC^-9D;BM?AD1'- MES5YDB5GJQ>R21TH8Y++V]T\3(5;W]JATQ4[2_#Y.>6_!2;>:.5FS8NV;%RW M-+9M6YY;-
FQ.]TDUBQ/(Z6:::1ZJZ2661ZNY2Z)O7G/5\ ? M &>71]R7*LM_C'*V5?%[.?,:K[5W?V3F.67,8]+N]KX9$?\ "XVHB(U6SJOF MY$,FIQ_[](^K9IK_ . ..?HSW,C6 # MQ7=]LHZ-J>=VO(_*K86A+:2%'>%UJTY6PT:3'=E1LEV[+'$U5\D5_=?)%/5*
MS>T5CS>;6BE9M/2$6]CV#)[5G8NS7KO& MC8XF)\ED;6M3R1"G6(K$5CI"9:9M/%/67XA]>0 &6/2AR7-K&XII.0L M?\T+<96Q56RR=HZ6Q1Q[E*6)'+X6-&C&I6>B)XI)/8-UOGGU&/BKQ1UC]FG3 MWX;<$])_=3@PMP 8E]6/);'965Z0(ON6)LR>2]E31IZ<5N*>D?
NSZC)PUX8ZS^R91N8 "] MW3%R7-OFB?%>5L+8V'3W5\7=ED7O--R]W M^>#/CX+[QW94,&3CIM/>ADF<'< M !.;][Y+FRF?K<<8R?MC,![" G5BD^31QEN"]1M0KVDKV]TC9896]^Z+X7L3R5%14\E14\A,1,;3T?8 MF8G>.]SO&.\5>1=(P6UUVLBEOU?
9Y&]Q55*>6]N6OD:S?%W?]MF-SHE=YNB MP !]')Y*EA\;D,OD9VUL?BZ5K(7K+^ M_@@]4X'V+,SNW=52.&-5\O/R/L1,SM'5\F8B-YZ(O1MQS&U9%7M2[. ML>.J.\BM[(^9SW]N[E*=*12L5A,O>;VFTO!3T\ M /?'3UR9)QSOU'X9:6+6MCD@P^P,>_M!"V5ZLQ^5?
W7PL=B[4OB<_L MJI7?*B>;O+EFQ\=.7>CH[8;\%^?=E7$G*(M #UWRKO=?CC1"PJU%1SXF2K[65$7ND,;U3W'O'3CO%7C)?@I-O-&;(7[F5O7,GD;,MR M_D+,]V[:F=XI;%]S(Z:>:1WEW?)(]57^^4XB(C:.B9,S,[SU?3#X S M;Z0.2I*.7N<:Y2PJT
M^74X]X[2.OFU::^T\$])Z*'&-M #"'"]_P"3)L=0Q_&V)L+%/EX6 M979)(G*CTQ;9G,QV-5Z+Y-O687RRM\G>")B>;)'(NK34WGCGRZ,NIOM'!'GU M3T-C$_P!L>^)[)(WNCDCQS>SFN:Y$%3S10^]] MY6AB?#DO"B-[-R=21DCE1],2;VC6^32
M=FIV=]HZ2HX;]I3>>]'5[L.3] /XJHU%)(UC M8O?P(4L5."FW]T]4W+D[2^_]L='I+>2S M=*Y5R-.ID*4S+-*]6@N5+,2]X[%6S$R:O-&ODJLEB>CD_D4F3&T[3U4XY\XZ M/L@ M Y@_K,/SO?/?YD<$_4[IY0T_A0GZ
MCQ9]FS#ZHW\V]S9^F[R1]0_389]3XD>W\R[Z;PY]_P"(;2YG:0 M 2@ZE.3)M]W MVWC*=ASM;U*:QB,9$UR^QM7HG^SRV45OX+W6+47LHW(JHL$3%3LKG=Z&#'P4 MWGO2GY\G'?:.[#'4[. #R[1=QRN@[5A]]Q#U2SB[3)):_C5D5^D]?!
M=QUCMW[P7:RN8J]E5J]CF]G-14\WK%ZS67JEII:+1U6EP.:H;'A,3G\7+[;' M9G'U,E3>O;Q+!<@9/&V1J*O@FC1_A>WWM>BHOFBDR8FL[3UA4B8M$3'27ZQ\ M?0 !XAONWT="U#/;9D.SH<11?-# KO"MN]*YM?'TFK[T6W=ECC[_Q
M4T5CS>;VBE9M/DBWGO"6/V:= M/DVMP3TG]U+3"W M ";?5QR7+G-FAX^QEA?B?6%CLYA(MW+X+FPV(O$D4G959)'B:'R^1P&5Q^;Q-F2GDL7;@O4K,2]G16*\B21N[>Y[%5O9S5[M< MU5145%5%3$3&T]'V)F)WCJM!QUNE/D'3,#ME-K(OC2FBW*K'^-*.2@@
!^9FLO1P M&(R>TWM-I>&'IX 9!=./)DW'V_4ZENPK-:VJ6OA\ MS$]R^Q@GED5F+RO;NB,?1M2^%[E[HE>63R5?"]2Y=MW:34L?85VOZ9-)3>R-R^RN;$B+'E+,B(J->N/=WJ M,[IW8YDJHO:0WZ?'PTXIZS^S!J+|\5N&.D?NQ9.[. \@U79LKIVPXG9 ML)-
[#)8>Y';KN57>SE1O=L]6PC'-<^KY/I/EJQ:O#/1ZK::V MBT=86GU+9L?N6M83:,4[O1S>/@O1,5R.?][?#8]2]G9]STK+7PR=O+QL7L3 M+5FMIK/6%2MHM6+1TEY$>7T ->G>=.1DXTX_R>7]RL9G6L*]]"*7,:PZ5R][X&L]?&N+8KE[>&O-*VQQ5>TDR_@M1$R:G
M'M_ND?5LTU_[)^C.ODQZF_/LX^K!LU,@ M #[-.Y:QUNK?HV):EVE8AMU+4#UCFKV:\C98)XI&]G,DBD8CFJGN5!,;\IZ M/L3M.\=5E.(=_BY*T+#;-VCCR#V/H9NO$J]>&OF:/ACN(C4[^RCLHK;$;%[]V M&9B*J^]9F2G!>:^2GCOQTBWF]F'A['P6K-
>E6L7+YK(XV*Y5^A$'7D=.<]$9>5^0KO)F[979K*RQTGR? \)2D M7_FPPM9STI0>%%5K9I$.D8Z\/FF9+SDM-O)ZW/;F M]R<&_/+C[2FW]WDZXLG9WW_+?-81%1R(Y]HYKD16N1>Z*B^:*BIY*BH35) M_0 #TQSSR.[C3C[(92E(UF>RCTPNO]T1RQ7[<?
7%3COM/3SY5<][W*]]]]]]JE%.?&'P !0;H_P"3);U._P :9:PLDN,BER^M M/E>WO\7NE8F2Q;%7LYR5K$Z3Q-^4O@DD]S6(B8]3CVGCCZMFFR;QV<_1G&96 ML)+]1O)$[PI=R=E[:V.]>2H_P3
M7)6>-6]U9$CG>Y]G]E9O:*P\7MP5FR,&8R^1S^5R&;RUF2YDLI;GO7;,]]W2 MV+$BR2.[>YC$5W9K4[-:U$1$1$1$J1$1&T=$R9F9WG]_,#X S&Z1^2 MY<)LL_'N2G5<1LRR6L/[1WR*6?KP^-|3._9&1Y:E K5|_.:*-$3N]RKFU&/> MO"6&K39-K<$]) =2,Q-H
8;=77)BPP2,>.>D?NS:F^U>".L_LF^;6$ M !_4545%1>RIYH]>2H]?2@%:NG/DN3D70*Z9*S\(V36GQX?-O>[Q3VF M(Q78O*R>:N5;]1BM>Y5[OL0RKY)V)^;'P7Y=V5'#?CIS[T/?QQ=@ M DCU$BJV%?K>LS61RJ=O)[LE9A[L=_P!6[(T[
M=T7O1PX^"G^4IV;)QWY=V'H0ZN(#S?CO>,GQWM^'VK&.>KJ%AK;U1K M_ S)8N949D,?+[VJVQ!W*JB^SE1CT3Q-3MYO2+UFLO=+S2T6A:+$Y2EF\7C MLSC9FV,?E:-7(T9V^Z6I<@98@D[>?;Q12(O;Z"9,3$[3U4XF)C>.C]_^/H M QUZEN2Y>/]#?2QE* H)P
!2OI*Y,FV76K>BY:=9< MIJ4,4N+DD>KIK6NS2>R9$OB57.^)[+FQ=_)&PRPM3\%3%],?#;CCI/[MVGR< M5>">L?LR^,S2 $TNK7DJ38=LBT/&V%7"ZFY'Y)L;OWNYL_EVW:>FU>.>L_LPZC)O;@CI'[L0S0S /U\# MG,GK69QF?PUEU/*8BY#>I6&^?@FA?
XD:]B_)EAE;W9(Q>[7LL6CS>7GEZ 'Y&>S=#6\)EL_E)?8X[#8 M^UDKCT3NY(*D+YGMC;W3QRR(SPL;[W.5$3WGV(FT[1UE\F8K$S/2$6MYW'*[M]M.7VK,2*MK*6G21P(Y70T*3/D4L?6[^ZO3KM:QOTN5%<[NYR]M.E8I6*PEW MM-[3:>KQ(]/(#
(OI]Y,ET/?:F+NS]W6]OFK8?)1O>B0U;\LGL\1E?E M?)9["S+[*5W=K4@FAWP9."^T]V57B>H !CA MU-ECFQHN8R42M[/22*&5D$;D5KF26&O1> M[.R]L&/COO/=APSY."FT=Z4I2@G@ %,.DODN79]6M:1EK"RY?4(XEQ MKY'*Z6UK2JN'48^&W%'2?W;]/?BKPSUC]
MF7)G: M M !__]7?X M M /I9*_7Q6.OY2V[P5<;2M7[+D][:]."2 MQ,Y/[T<:B(WG:.KY,[1O/1#G.YBWL.;R^>ON1UW-9.]E+:HJ]WX1?LRV96L[M^:,:^54:GT(B(58CAB(CI"5,S:9F>LOR3Z^ &>O17L\B_9GILTJNC M:VELF/A55[1]]_%F6>B+Y)X^]/W=O8CUE\M.
MT3/I"'>1OVLKD+V4O2K/=R5RU?N3+[YK5R=]BQ*O\LDLBK_QE6(VC:.B5,[S MO/5](/@ !0KHMV:6QAMOU&>17-QEZEG*#7.[]HLG%)4OQQHOFV.*:A M$[M[O%,J^2JO?'J]\XLVZ6W*:LWS*U #$[K V:7$<<4,!7D5DNU9
MN"""RB+V\>,Q3/C"PW^N7O>2KW_&G=%]_9=&FKO??TAGU-MJ;>LICFY@ M /ZBJU4,=F?N/'VH[),Y'VLIA*;[ST[= MG9*NSX)DG)V\D:M^O)V3Z$)F2O#>:^6ZICMQ4BWR>=GA[M #T=U&;/)]W$6TV*TGLKF7A@UVH[Q>%>^9E2M=\"HJ.21 MN*^$.:]>:.1%_O=
<->+)'T'-RS6X<<^L\DARBF@ "M_35L\FS\0ZX MZQ*LUS!+:UNT]R]]HW%R)\7L[KW7]]P\]9/^(G9Z\.2?2>:C@MQ8X]8Y/?1R M=@ !.GK/V=]K:-7U&*5WP?#XB7,VF-P^O"V5GDCI:U/'(Y MJ^?9MA>WO4VZ6OW9MZL6IMO:*^D,+#2R@ 'EFB;+-IVY:SL\+WL7"Y
MFCDK>-L_9Y*>N:I]4$CF_'>2N9>^UCNWBJX:**&M#,G=/%%/;R7M$3LJ>.N MB^79.^K2UWM-O1EU5MJQ7U3L-C$?9I7+./N5+].5T%NC9@N59V+V M?#9K2LF@E8OT.CE8BI_*@F-XV\GV)VG>.JX6K9R/9M9U[8H4:V/.X7%Y9K&+
MW;$N0I0VG0^:N5%A=*K515[H]=E\R5:.&TU])5:SQ5BWK#]X^/H MD+U%;)M'+NV2^T5]7"6TUFDQ?-(HL)X]MIK53OW;)E?A$G_&.4<->'''SY MIV:W%DGYU^&T61M7WHV5R>Y5[|=17?'OYP[Z>VV3;RE5HG] M 'TLC?KXO'W\G;=X*N.I6K]
ME_DGAKU()+$SNZ]B)VCC7W](C>=HZODSM&\|$.<]F;FQ9O+Y[(.\=[,Y*[E+ M2]U5$GO6)+$C6>+N]1L=)V:GT-1$*L1PQ$1TA*F9M,S/67Y)]? #/ M7HLV>15W+39I'.C:VGLN/B[_"8W*Y,9EG(BKY>T[T__O0R:JO2WT;- M+;K7ZL]#(U@ #&3]QVA^
XJGQE>166=KRU"'KX%5LC:,22Y2\]%_Z M1R-HL@>GTMG[>[OV[Z>N^3?TAPU%ML>WJEB;T\ 69X7VA^X<7:9G M)YEGN28B.A?E>Y72RW\/++B;DTW=52H3'),>2GBMQ8 MXGSV>T#FZ M 3_ZT]GD?
>T[38I.T4%6ULMZ)/=)+9EEQ>,>OXE@96MHG\DALTM>4V^C' MJK=*_5@L:F0_)CT4E3RY*O5]@ BWRWL\FXUALYNW6HN^CXLQK MOBW&(B>YO>C4C5>W\957Z>ZT\=>&D1\DS);BO,_-ZZ/;F 9<]'>T2 M8OD')ZS)*]5-HPLKXXN_D[*815NUG]O^>
<=);3_C3\1GU-=Z<7I+3IK;7X?* M84P,+< /3W/>SOU/B;<:35 MJMF29]^7;V?XSIAKQ9(CRL%;V-['IV7S2.''9"*%O;R[1?C1>T_45X4MF?I '>X M;'%)[*UCL'<6A*B]O9Y.VQ*.,?\ 0OR.O%>*_-XR6X:3;SV1555< MJN[Q1(OO1.VK2 MUYS9EU5N453W-C$?
=QU^UBLA1RE&58+N-N5;].9/?#:ISQV*\]?R MQRQHO_$)C>-IZ/L3M.\=5Q=?R\.P8'"9ZNG:OF\1CD(=9?*6\WEZ^TM7K$EF=_F]K\]65?I*L1$1M'1*F9F=YZR_.#X_9_]%FSR M25-QTZ:3NRK-2V+'L5W=42TWXORB-:OFUC7UZJIV\O$]?355YQ;Z-FEM MUK]6=1D:P
!BSU<[-)A.,(\/7D5D^U9JICID:OAN^3?TAGU%ML>WK*7AO8 !:/B+9I=QXTTS M8;$BS6[N%@AOS.=XG3Y'&ODQ>1G&\U\MU3';BI%OD] MC'A[/&-TV!F]:CLVRO\ "JX/!Y/)1,=[I;%6I++6@_+O8L-:Q._MEW=YGJL<5HKZR\WMPUFWI"
(<\|U]>:S8E?/8L2R3SS2N5\DTTSUDEED>O=7/ MD>Y555\U52HEOA#X 4@Z,]G?D-.V359Y7/?KF8@O5$>Y5]E0ST,KO M80M7R2./(8Z>1W;W.G_>G?%]:[6BWK#=IK;UFOI+,DS-(FQUD; M._([S@]7CE[U=[_
)Y:UJ]H$/=NV&QMFT;!LMI7^VSF7OY+P/7NZ&*S8DD@ MK)YN1&5H%;&U.ZHC6HA5K7AK%?2$]T\5IMZO'#Z\@ &<'1;L\D.:V[M3I9.]>]C]^Q4XW.[-CLX^Q%C[OLD[HBR68+*N3L]]V!%]R*9=57E%OHUZ6W M.:_50DQM@
QYZH=GDUKB+,Q5W^SL[+;IZS$]%\TAO>VM9!O;Z6S8 MNC/$OXO&=L%>+)'RYN.>W#CGY\DG"@G "PG3_LTNU\2:A?LR++Z2>E!%(Y5\U5_GW7S6=FKPY)CR4L-N+'$^;W*< MG4 34ZQMFER.^X?662*M36\(R=\7?R3)YN3X1.Y6I_UH5ZO;O[NZ
M_C\]VFKM2;>33N1-0V%C_&<=+-5(MK]]^WBQEJWQ?E&>?EW=C[4G;O[E[+]!XR5X]37Y/>.W#>+?-:@F*@ M]<.O%> M*^6[QDMPTFWR1=*:6 *B](^SR9OB]V'L2*^?5,SDLI#@T #!3K3 MV>2.IING02=H[4UW8LC&CNRN2]U,?
BNZ(OG&YUBT]H]=O$Q]IYIY:]+7G-OH MR:]W2OU8 FMC /TL/E+F#RV,S6/D6&_B;]3)4Y4546.S2L1V8'>2H MO9)(T[^?F@F-XVGI+[S[QUA<;$9*OFL3B\Q47O5RV.I9*L]KW5:]^M%:A5 M5]R]XY4)4QM.T]56)WC?U?HGQ] $<.7ACLNK.F[>_P
4]]OFJE+%7AQQ'R3,MN+),_-ZE.CF M 92](^SR8;E'XC=*K:FV8B]1=$]JD2W\9$_+TIW>YOM(X*MB-G?\ Z3*B M>:H<-37?'OYPT:>VV3;RF%1# W@ #UGS'L\FG\8[GGH)5@MU\-+4H M3,56R0Y#+218FC-&]=E\<%]ZUZ?B\/?W'O%7BR1'ENYY;<..;>>R,133 M
!4GI*V=^=XL;B;$GCL:IF+N)9W[]]:%E(\K2>Y55>[6ONRQ-]W9L*)] M"=\&HKMDW]84-/;?'MZ2R@.#N)7]6&SR9WE>WBFRJZGJF,Q^)A8 MBK[)+5F%N5ORM;[DE62ZV)Z]D[^P1/H0WZ>NV/?SE@U%M\FWE#&8[LX M !
[EZ?]GDU7EK3[:2>"ME,BS7;S5=X8Y*V=5,>SV]]VHD=>[+#-W5>R+$BK MY(<\U>+'/YNN&W#DC\EA":I #\?8?LIX]^$Q&2RT[>_; MQ18ZG-:*B@6LXOV9^X<>ZALDSUDM9+!TW7I%_CY*LSX%DG^Y/)U^O(]?R$S)7AO-? M+=4QVX[1;Y//#P]@ "5757L\F?Y9R&-
;)X]>]X^AA*[6N[QK.^%,G M?E\/N25+5Y87K[U]BB?0A0T]=L>_G*?]+;Y-O*&-9V< #W3T]]0_5 M>6]1L^T5E7+WDUN\WNK6209WM1@25?U%[IYHA[Q1ODCW<\L[8[>R,933 !E%TA MVI*_+?LF?@WM7S56;S5.\;):%U.Z)Y._?:;?)?[_-!PU,?[G]6C33_NGT5' M,#>
/3W/]I]/AS?I8^_B?AFU5[.5OR+UZG2E\T[]T]G87NGTIY?2 M=,;,;Y8]W+-RQ3[(]E)-&6O1M;6'D ,5E5RLN:7DF^%/#V]K!E\% M,Q[E7S[-C:]/+Z7?\^SZGPX]VG3>)/LIH86X 3XZV+:OS&@4>[O# M6QN?MHB^'P][MK&0N5%_"\2I03OW\NW;M])LTL]-L;'LWP?"U[-
[IXN_?LOA[HTL??F?DS:KN1[IMFUA M %&^BRS(_3=OI]O[S!L\%EB=W=DDMX]K%*OA[^%.[:3/-$[KV]_OCL79Y7]W+V5R^)Z^?TE6L;1$?))GG,R_&/KX >=<86W M4>2= MM[_O&YZRYR-[=WQKF:;98T\2*B>TBA[Q^)7WAXR>';VE%XII8 M
RAZ1;,L'+C8HU[,NZSFJTZ=W)XHF/HW$3Y+D1?W^HQ?-%3R]W?L] M<-3X?U:-//\ NGT5(,#>_,$>MRQ*VMQM51?WF:?;+$C?/SEK1ZY' M$OO[?]);;?]'?S_O]]>E_N^C)O[?K_# 0UL8 J/TASR2\2+&]W=M M7:,U!"G];&Z"V5;_P ML.7_(S#]?$^C?IO#^K*(SM M
$JNK&V^QS'DX7=_#0PN!]1 M]W=T5CZ27E)X4\">TN.\O/S_I])0T\?[E]4_43_NOT8UG9P %]M.)K3KO%_'EA_?VC],UMDBN7NY\D.)]P/D5>R?U1T:N_D[DS)RR6]Y5,?/'7V MA[!/#V ?G9BVN/Q.4OHKD6ECKUM%8UCG(M:M+,BM:_P"0YR*SR1?) M5]Y]B-YV?)G:-
T*%55555>ZKYJ]^:]]_2I527\ >Y>GRU)3YET*6 M+\)^5GJKV54_>[V,O4IO-//SBL.\OI]QSS1OBGV=<,[986$)]D , M3>LB>2+BS$QL7LVUN^*@F3^NC;A=BLHG_+:[5_XC1IO$GV_W\SZGP_JF0;F M 4+Z*+$KL%OE55_>8]Z MQ/R;=+TF&;QE:@ M .8/ZS#\
[WSW^9'!/U M.Z>4-/X4)^H\6?9LP^]-_-OV],7LO=/+O[T14[Z?Q8]G#4 M3_N7U2G-Z> ,Y>B:VK,KR#0\:]K&/U^WX/"BM5:=G*P*^/Q>]]M2] MV[)[^_G[D[9=5'*):]+/.8]E!#&V "9/6/;?-RABJR]TCIZ9C&-3 MQ=T<^;*YR>21$[)X5X# MFZ@ M
/57.%B2KQ%R#+$][YVLWZZ]_$G[W<:VI,GR7-7SAG M=]/;\:*G=%Z8N>2/=SRSMCGV1K*28 ,KNCN:2/E2_&QW9EC3LM'* MWWHYK,EA)F_WE22)//W]NZ?2IGU/A_5ITWB?13LPMP P$ZVK4BV. M.]7NB9#L]I415[/DD?@HF^)ON_>VQ+V7_GM37I?]H]F/5?
V_5@B:V0 M 5-Z2+:V>(*T*][M0V'.5&^+P]D:]]>]V9V\U;XK]^_P^_?Z.Q@U$?]I] M%#3S_N?U9.'!W /1?4K8EK<(]S)"[PO=#@ZZ]GTQ6MGPM6=OT>3X9 MG)_QG7!XL?[>3EG*?\ ;S2***:_S>BVQ*W=-OJH[M#-JJ\5B1GT M.EK96I"
[\7R&6GI_P!C&;5=V/=JTO>F/DHX8FT 2'ZD9Y+'->\N MD7NK+.)@9^)L<&OXF&-$3Z/DL3O^->Z 24<'A0G9 %G_&\GHXZN(M NCKUB6W@,':F7Q36?AE3M^%&W% M6+"-_D_?8&K_,1QU'A2[Z?Q85:)Z@ ,(^M:T]FOZ+23O[.QF-L]4=W7X)N=UT:KV[)'9PV#=
[-.R=_*6-[E[_UQBU,??CV;M-W)]V79F:0 M !"[J]'MK=YGWR9RN569*I4^5X47M0Q&.HM1/#Y>%&UT[?3V]_F4L,; M8H3ESHY "ZF"M/O83#79>_M+F*QU]3NY7KX[%2&5_=R]E< MOB>OG])*F-IF%:)WB)^8Z%[L9CS[RQB4T0^
MZS>3Q=T5>WCI)[NR]^WT=SOIX W3Z.&HG_<_]ED;T\ 9X=$MMZ3< MC45[K&Z+5[;5\7DQ\,\[#)V;V\UE;(WNO?R\'\OEDU7]L^[9I?[H]F?)D:P M !,'K"L.FY6IQ.62?=3Q3OCCV>U#FZ "#MFQ+;LV+4R^* M:S/+8E=Y_*EF>Z21?-57SJ]5NB2^/@ !
[2X2GDK\M\>R1.\+G M;1C(%7_K':F^#3-_[&BF,OAV]G3%RR5]UER8I@ #%_JZLR0< M1OB8O9MW9L+6F3NY.\;&7;B(J[(Y/;5&+V7NGEW]Z(J=]-XGT9]3X?U2V-[M,].B2VO?D>@YZJWMJUN%GA3PM7_FOPV'^+W]W)().W\GE]/?)J MH[L^[9I?[OI_+/4R-8
BWR]9EM\]/PZ^T]F3Q+>\O71[

W[W?O5*,OGV7R]E87R^GW'3#&^6/=RS3MBGV1W*2: M_,M.C>VZ'D_+UO-8[NF9)]HG;LDD&6P[3IO$GV4U,+<)\];%M7Y?C^CW=VKXW/VT14;X$6[9QD*]U>_B M5R_$[H]=D1$[>]>VS2QRF6/53SB&#A]9 !5GI2M26.&L-$_\&CE
M<_5A\U7M&_)S75[(ODW]]N.\D_O_$F#41_NL^RAIY_W*&2!P=P ! M%GEN:2QRGR-)*[Q.;O&TPHOXHZV:NUX6_P#8D,34_P"(IX_#K[0EY/$M[R]> M'MX /UL#8EJ9W"VH5\U;+8ZQ$[S3PRPW(9(U^2K7>3FII[E13Y/.) MCY/L\[7B?F\9(WI,?*44BFE@
M#+'HZQCK?)^1OJO5BQ.IY&7VGGX6V+=_&4XH_)S?E2022]G=%3LQ?]I[*F4S MMCV]9:=-&^&3^?TA3@PMP]6\V8Q^7XFW^G&SVDB:U?O,8B*YSG8IB M91$8U]KGJM[J+Y*M?]W]N[>>2^Y>F*=LD3]W/+&^.8^2-!23 !F+T7XU M\V^[1E?
#WAH:FZBYRM149/D\OC9H51R^;7+%C)4\O>BK_P >;53]R(^;3I8@^M_)20Q-P P)ZV<:_P'7'7:U%C\Q8V=_A1%%:%:,OB;_<5H|>Y'M M]L[]'A7\:FO2S\WH]F351W9]V!AK8P !6KIAQC\;PQJSI6I6 M]LI@KES
MR;FJBHJLL9BJ'6>O=51?:U(U)X53^^L_/.^%8W+ &$B&EM<9XB]B$W%[1DL)]#;K6)[15_M&EE]34_Z_P#[W]1H]/]GU,?:]'GF.25*_%%R#M.G)YC_)J7&E5X]$)$^X;BE-R^X1\VZZQI'8>+XWIE9E2FJ\U
"4O5;C9*/,V;M/14;F<5@,E$J^YT<6+@PZJWR3LGM<4Y/I\T7_ M (J&GG?%'R3]1&V6Z?)O:7I.DDR)Z_TJKN,B\HF%3/3AE*M;M>C$KH%%G&5N@+]O7N@S%B21Y%?6KJ@_C'B"^@8N7OL:)6H\7L6RM!/=1DU:1-QR=\2HXB58
M/7P/8Q%:O=W;]J;9]!G^ZYJ,]1K3[6Z1F8\WM#Q=4]5]EQ[IU;OW/8:NO6J^<7L@H\[!I0F3O1R?DC04]C?;=$'Z^\+9WX#D1[Z4C%3FJ^Y3M@PL]R]@(JKAH[V2?T])3*):]\5+5^6]BC-HPN'D>)K2*\Q>4;&-=[AL9/Z;D:8EF/UMN5[
PSNWGJ"_\6K2SSF/DRZJ.42GL;&(54Z3L;)0 MX=QUF1%1,1QLVF1,%2?&J78&X6N%5/9%:/KP>E<]E?AJBQ+YZ%J=O;LGRXR:3'B_-G9Y6=[C2ML5VZ[$U/@3'2"SCZ5SNLCB_L#D50,%H?1X?<J#O$=.YB'6T6Y6]#9=V,,%6%3AY@%:[<NL,$)@
7MUVVZMF MJ]>S+->:N]>R.[-[O'(0GMU9J-NS2L-|%BG8FJSL7NBLFK MR.BE.J*B*P1[:L.G>Q:#J@7:&EG6AZ4N3E$T&7*'/+*4];M7*G%)IV'A3O<@\O^%;FZ\IIR=9$!S]E^WH@DN+W9A]Q1DJ1S@]6=,Z7>D_(J!8FZ,*IE8@[=Q+_+@
MGU;;X_:4NC

B/DVZ6/NS/S9HF5] M M Y@_K,/SO?/?YD<$_4[IY0T_A0GZCQ9]FS#ZHW\V]S9^F[R1]0_389]3XD> MW\R[Z;PY]_XAM+F=I M #'WJAQC\CPQLSXF*^3&V,+DT:BKW\$.7IP6'^]$5(JME M[U[_$-7Z>QVP3MEAQSQOBE)@H)P SWZ)L=*C>0LLY%2![M=QT*_M0^6-
;O9LHOXEB9+%_P!E_P![ODU4](]VS2QWI]F>1D:P !-GK.QCX M-_UK*HSPPY'4XZGB\/9'V<;ELD^9?'W5'-;!D(45.R=D1/?W\MNFG[DQ\V'4 MQ]^)^3#PTLP LSPKC7XGB?C^G(WP/76,;=>SP>S5CLI%\9N:]B]U M21]W.SN_95=W[HGN2;EG?),_-3Q1MCB/D]H'-T M
>N.7\ M:_+<6[_1B:KY7ZIF9X6(JHZ2:E2ENQ1M[>]TDE=$1/\<[9(GYO&2-\]'.-;]J9*Y$$?-ITT??F?DI>86X 8*=;.+>SQ_GQ_FE,7V=>SL& M+L2?*5/'W?V>%RM#,2JO=-'? M)2*B[O\ R?B]Z=<,[98@3JX@ 'RPPR6)8H6)OEA#"*Z02"
XD)4SO.ZK$;1L^T M \8W;&29O3-NPT35?+?E8C8WRQPP1=[#+L^'D:8E2\SY_]FCMO+_+@3?L1U-A%@$)GBU\K:>#?E3H!NT8@&S5_XF_D[:^H;[?D7GG+^+#2N)*\&Y0T*D:+9*YBL4?_O%CMO%I!OGH7@J* M%B6ZIQ5,+SOJ[=7CGX"7/
O3'R9=5'W8GYIQ&UB M %/^C[&OI<4VKCU(GQQQ^FNJ=>Y2GQ@J_3^1SXZ->V]+Y:A!<-H%G11^TR=N2/A+(7\F?;>)_KIY>*>)8H%V/_F#Q#^)?FZ[+ZLM@/&Y*B2Y8\NN4$C8+3 MJ52[[-9^G3L=4TP#W>F>6U#K1<4C2K6*0[KT*J.[[;8C:R^K22!JD
MGLS15X(V^*!+IGMCB8U?[DQ\D7<[%[HCCKW=T<&(5HS]V\U1,7*>[J_A/>%-L\/M3HC_L0FXBM5:2=L[L3TI M8YRJRO9&C?$6P$9>P(Z\1[2^>*V7A8%W9,C&_JH[7T;LM)J?2+@M!UF2G2:V3W!N-4Y&LK^<[<;'^'@CZ^%2*7_ZJLLWZN@F[1>+QLKJHVNIN
ML\:JJNCGMTHKD\;NZ?O,$H58/&D_@B%M)_)88EY'YYCE5I#@8RK.K[T2?7A>V1%/CWQV^QW[<*+\D$U+&F4J*[BQ@)X7P6]JIGU&*MF"$A%L8EP/)^+R:R7-8>W#9FS3\MKP>UF)2,1ETOSFYG'N==.R[>B\(V_EP&(_P%<D&-`U59E\.G5.
!C=U78Q^0X3?V[]VL==3&.?V145R-^,O/R7LG=?H[IWT\[9/>'#41OB]DIS>G@ M "@O1-CI8L3R#EE1?87 M/53SB&S2QRF?9G(96L 1]YOQQC\3RYR#5D8K'2[-D-F_B*KW6WI\R\YW3-3R?B]@E*G GFSOTG*$Y5=%+15ZPN*Y-U1U>9J
|7O:J_|>;53]R(^;3I8@^M_)20Q-P PGZ<%=,OC65+%C*W|+A*3?CXZSP+XS1I$=,D::5JHZ7@OV@<%K_CKM^.AWRFS$6#D]+HIKC4U1V3`%LHM>>;I21_#2&/T2EE!:_1:,XKHG)F6D]2I5
M?]_+L/+-YP]6+`3Z.<C+MDN%$IQ[]P-C4^[G)KLW1RZ($R$'OK;*=04B]0!6T]LU2TM_^"'4^BNT1>Z-S;V(!F=H=\D&?0#ZL>2,6!ETGQC]5=WRHW\[;V]NGQI8VB>-/9VEOD]D&L\Q*A]=*?9J\>

P)ZS].E<_5M]K1.?$V*36,]]K.Z0]I)\CB)'JGGX9'2VF*Y4[J,3 MOWG/W/E76JSX728_"V4V3*N1% M5C*N'?'8KLE\E18[636"%47MW213GFMPXY]9Y.V&O%DCTCFKZ35$ M (R\R:;)HG)&TX%(O94DR,N1Q'9O9CL1E%6[0;&OA:U_P &BF]@Y41$]I$Y
M/H*>*W'2)\TS+7@O,>3U@>W, HAT9Z;)2P6R;Q;B5CLY9BPN)<]O9 M74,6YTM^Q&ON=#9R$K8OY'U??\>/4VWM%/1MTU=HF\^;-DRM0]4 M\V:;_>N,MHP5:'VV2;23*8AC459'9/$O;>KP0HG?O)=;"ZNG=.W:7Z/>G3%; M@R1/DYY:\>.8\T;514545.RIY*B^2HJ?
0I23'\ ^6&&6Q-%7@C?-/ M/(R&&&)JODEEE][D1$1.ZJH?5K.--431]#U;551B3XC$P1W?9 M^'V;LG85]W*O8K>Z*R3)697(O=>Z+]),O;CO-O65.E>"D5]'G!X>P M !@)UGZ=*EC5M\K1=X7POUC*O:WRCEC?8R.)DD[>:^V;+98KE]W@8G?S1#7I M;=:?5CU5>E_HP1-;(
>|>G737[ERMKD3X?.8[3?9-E'*BJQL.(?' M+38]/P7-L95U>-6]](K'.]_947EFMPXY]9Y.V&O%DCTCFKP3E$ > M.[?KT&V:ML.LV5:R+.X?(8SVKF^)()+=.2*"RC?/N^K.YLC?^>FH?:SPVBWI M+S:O%6:^L(BY+'W,3D+V*R$+JU_&W+-"[7?^'!;J3/KV(G?1WCEC5/\ B*L3
M$QO'1+F-IVG]^D'P KMTYZ=+IG%. K6H5@R.<6;9'''K/-[S.3] ,1> ML'39,UHN+VNI$LEG4,B]+?A3NY,/FO85K,]]OE/]AD*]7R[=FL<]WDB+WT:: MVU^'U9M37>G%Z)H&YA /-./-2L;UNVMZK UZIE\G!%;>SOXH,;#WL MY2RBHB]EKX^&5Z?
C5J(>;VX*3;T>Z5X[15;*.-D4;(HF-CCB8V.-C$1K6,8U M&L8U]>2-:U$1$^@EJC_8 !*']ATY^K')OY2QT.S@ M 9K=&FG2W-BV'>;$2_\-1^(L<]S%\,F4R2Q3VY(I/=[2ECX48]/ZVVTS:FV MU8IZM6FKSF_DHF8FT >,
[HKD.WZGL6L3N:QF;5XJS7UA$>_1MXR]=QM^%U>]CK=FC."W4F?7L0O[=T\44T:M7^5"I$[QO'1+F-IVG]^H'P KUT[Z=)IG M%.NU+42PY',MEV3),''$><\WN\Y.H G!UCZ=)CMNPNZ01K\"V/'-QMV1$[HS+X=/ M"Q9'(B(WX5C)8DC1555^#O\ H3LFW36WK-
?.&+4UVM%O*6&H90 #) M;I5TV39N4:>7EB5V,TZK+FK,BM[QK?E8^GB*_B_BS+9E=8;^-*SO^/A]+<./ M;SEWT]>+)OY0]F8% ?#8KPVH)ZMB-LU>S#)7GB?YMEAF8LQRHO\BCH=42-ZU6WI.W[#]MQKTDPV3L58GO146Q3\7M:5>O!::^CQ,]/(!3OI$TZ7 <>7-
CMQ>RM[EDOA4/ MB;X7KA\2DM+']]%^7VDM26I&=_)8Y&N3R7NN'4VWOPQY-^FKM3B\Y97&=H M &/_4QITFW\4YEU6'VV1UJ6'9Z;&L\4CX\>R6/)L:]*CNWQ39G?X41 M?$\C4[=^RIVP6XD\G'/7BQSZQS26*"< ?I8?%7L[E<;A<;"MC(M9:]5QU*%/+VE]Y.RO
U5[+X6K)(G=?H3SS1O/2'V(F9VCJMWK."K:QKN#U MRFO>K@\30Q4+_#X5E91]Q5_;/3NO[Y,L:O=Y]]N)W2"%?@.S8Z.C+)O MY0]>8&\ M M ?__1W^ M M !A_U6\33;3A(=]P-59LWK-22+,5X6 MJLV0UYCGSK.UJ=_'/AI'OD[(B*Z"23NJJQC33I\G#/!/2?
W9M1CXHXXZQ^R: MQM80 'L'C'CW*\F;=CM9QJ/BAE>EC+9!&*^/%XF%S?AEV3^*LB-Z(JJGC)>,=>*7O'2]|U:WNYR_*Z]]DV9F9WGJ]Q$1&T='Z9\?0 PLZM M.)ILWCH>2<#667(8.K\%V6O"SO)9PL;E?7RC6L3Q22XISW-F7LY5K.1RJC85
M[ZM/DVG@GI/1EU&/>...L=4Z38Q /9_$?&N1Y1W&A@*S98L9$YES8, MDQOR,=B8GI[9R/5'-2W;_J4#51?%*Y%5/ UZIXR9(QUW\W3'2/@95H8ZI7HTJT2=HZ]2I"R"O"Q/?X8XHT1/[Q,F=YWGJI1$1&T='W M ^@ #_+V-D:YCVM>Q[58]CT1S7MRHOO D7SWQ18X
MPW*PRI!)]BN=DGOZ[91'+%#&Y_BLX=\BIV^$8M\B-1%55= Z-ZKW5R)1PY.T MKS[T=4[-C[.W+NST>C#]X@ ,Z.DCB:::V[E'.5E94K-L4]2AF9_S?BD=(ODL;57+J,G^_./JUZ?'_+])^B@)C; M)C=4O$LVH[/+NV&J.^QG:;3YKOLFJL6*
MV&;Q2VX9$1/WJOE7(Z>)>_;VBR,3PHUB+NT^3BKPSWH_9AU&/AMQ1W9_=B>: M&8 !E1TO\2R[GM46X9>MWU?4[<5B-)6N]GE<]%VFI5(T5/#+!CW^&>? MS5%5(V*BH]W;AGR<->&.]+1@Q\5N*>[']J@F!O #Q[;-9QFY:WF M=7S$?M,?F],M.?PHBR0N=V?
7M0^+NU+%.RQDL:JBHDC$4^UM-;1:.L/EJQ:L MUGI*,N\Z9F= V?*:MG(5CMX^94BG1BM@R%*15=4R-1R]T?6MQ=G)YJK'=V.[M/:Y$ITM%Z\4=$R]9I;AGJ\1/3P !_4155$1.ZKY(B>:J]_0@%3.F/B>; M0-4ES^&?$X>/O)0QSVN[NBLSJ]9[#?DJBJR-R>*+SP9\G M';:.
["A@Q\%=Y[TLG#@[@ ^K=I5?*>B.O,/& M60XNW&[A9F2R8>T^6]KF0>G=MW%/D7V<;Y/)]W*/=(IT\E\:(]LC7M5:6+)& M2N_GYIF7'..VWEY/51T

DKB6;%5).3<]56*WE:KJNJ03L5LL&+ MF\K>86-[?$QV2:U(Z[O)5K^-R=V3-4QZC)O/9QTCJVZ?'M_ND_1FX96H M /3W.'&3.4=&N8>ND;,]CG_!KKEB16L:F2@C>UU.:5W;P5LE7>Z)RJ MJ-8]62+W\"(O3%D[.^_EYN67'VE-O/R2 N4[6/MV:%ZO-4NTIYJMNK8C=%/6
MLUY'13P31/1'1RQ2,5KD5.Z*A2B=^<=$Z8VG:>KZP? /TL1BYK6IW[NZ- M*5XI>\=)R6X866PN'Q^OXC&X/$UVU<;B:5;'T:[>Z^SK58FPQ(YR_*DD5K>[MGKW<]RJJJJJK-F9M.\]94XB(C:.C],^/H 2=ZB^)IN.-PGR.-J MN;J.S6)
[N(EC9^\8ZV]RRW<&]4\HEK/.L/DQ%HX9Z M2C-R+H68XWVS):OF&*YU5_M.%U&*R#*8N9SO@61K^;D\$S&JCVHKO9RM?&J] MVJ4Z7B]>*$R]) I;AEX,>G@ !3;I7XFFTW7I]SSM9T&P[56C;3K3,\,^ M+U[Q,GA9*US6OBLY65K9I&JJ^&)D2+X7^-
J8=1DXK<,=V/W;]/CX:\4]Z?V9 M9F=H #'KJ,XH?R7I]6<1727:]96>_AVM3M+D*TC&_&.&1?)K>[6O>IVPY."W/NRXYL?"7EWH2=>QT;G,>US'LBM0ZKK&7W+8,7K6"K+9R>6M,K0-^4D435^ M5-:LO:URQ5*D+722O[+X6-5?/W+\M.*UXIZ/5:S:W#'59G0M-
QF@:GAM4Q2(MZOBJJ,FLJQ(Y+]Z55FO7YFHKNTENT]S_]U\#51]+X6IVF7M-[3:5.E8I6* MQY/+SR] !-GJNXFGU_8).1<-6<[!;'8;\>-A9W9B_(G9UB3P^; M*V:5JR>->Z):\:*J>TC:NW3Y.*.">L,6HQ[3QQTEAX:64 !DMTT\33; M]M\&P92]Y=3U6S#W\R[Z;PY]_
MXAM+F=I M !/OJVXEDK74Y1P5975+GP>GMD$+%7X-<8UE>CF5:WNB06XVM@F7LU M&RM8Y?$LKE39I\G^_.?HQZC'S[2.GFP:-3( ]Z3]QKI.KY, M1,;3T1OY9XVR7%VX7M?N-EEQTCGW,!DGM^3DL1+(Y*\BN:B,2U7[>RG8B)X9
M6]]X5;]T\=XR5WCJFY*3CMP^7D]9'MS 47Z3.)IL'C9>2,[66+(YV MHM76ZTK>TE;"2/:^?)/8]OB9+E7Q-2%?)?@S?$BJV;RQZC)O/!'2.K;I\>T< M<]9Z,TC*U M ##;]PXEFV/$P\AX&LLN6UZFM;/5H6=Y; MN!C>^;.ZQK?-\^(DD>K_
"5SJ[U7OVB:BZ=/DX9X)Z2S:C'Q1QQUC]DWS:P@ M /8_%?'.4Y/V_'ZY022*GXFVLYDFM[LQ>'B>Q+5E55%8MB1')' Q?)\ MSVHO9OBC1K1)V9!5]Q- MAAC;]*^%C$[JOF]^:^9-F9F=YZJ41$1M'1]\^/H _BHCD5KD1S7(MJ..J=T5%\E147R5%0"2G4'Q//QIN,\]"LJ:EL,T]_
S1QJD%)[W^TM8-RHGA MC?CWO_>D[_*KJQ>ZN1Z-HX>TGIY*&F-M #!?JWXFFNLCY0P55TLM2O#2VVO SQ2. MJ0HD5'.*U/E/2I'V@G7LOAB2-WDUCW)KT^3;__\ ND?5/XUL8 M #V_PKQ==Y3W*IB_9S,U_'OBO;+?8CFLKXYC^Z4XY4[(V[DW,6*)$57-17
M2=E;&XYY3KBQSDMM_;YK"5Z\%2O!5K11UZU:&*O7@B:C(H8(6-CB MBC8WLUD<<;41])Y(B$WKS4GS 'BV[:EC=ZU7-:IED5*>9IOKK,U MK7R5+#7-FIWH6N[-6>C;B9*Q%\E* M.B9:LTMPSU>,GUY_TUKGN:QC5_(YFO[':MJ2O=R44C>TN,H1-\4KQ2]TI-
[<,+,ZUKV,U/ 8G6\-#[#&8:C#1]L7LK MW,B;\N>9S4:DEFS*KI)7]D5\CW.]ZDRUIM,VGK*G6L5CACI#]P^/H M 2RZFN)Y]%VZ;9L767[%-LMS6X71L_>L7FI?%/D,9)X41L4<[_!3UD[-1 M8U&>]#!GQ\%N*.[+&,[LX #+WI4XFEV78F<@9FLYN M
UFRCL.V5BHS*;#'\J*2+NG9];#+VE\Z?C=]U3-:IED[5L7K-9Z2C-MNJYC2=BRFLYZNM;)8 MJRZ"5$[K%/$](^OKQL M^O('^FM<]S6,:KG.5&M:U%5SG*O9&M1.Z]]]OD@?57NG'B>3C;3UN9B MND6U[-[&[EF/:GML;38URX_#J[MXFR0,D62=/+M/(K?-
&-59^;)QVVCNPH8, M?!7GWI9$G%V^">75KQ-+0R7VS\'6<[9-T%7:HH6*J4;",U,H #W M]T]\3S\E;C7LWJ[EU/7)Z]_.S/;^\W)&.]K3PC%5.TC[\D?]\B?@5T>O='*S MQEVPX^TMS[L*U(B(B(B(B(G9$3R1$3Z$_D)RB_H !^?
ME<70S>,R&'RE=EO'92G8H7]TGX$]6U$Z&:->W96^)CU|*G947S3S0^Q,Q.\= M7R8B8VGHC9REQUE>,=OR&N9!DLE1'NM83(O;VCRF(E>[X+::Y&M9[=B(L<[4 M3Y$S'(GEV5:6.\9*\4=4W)2<=N&7KD]N8 "D/2?Q-+KF(FY"SU58LOL M51*^!KS-5):. >YDS[CF.
[>SGS$D;'-\O$VNQJHO:5R&+49.*>".D-VGO\,< M<]9_9F09FD /1G/_%OVT-)EKT(V+LV!?+E->>OA:MB7V:-NXE9' MJUK(\I#&U$551]31Q*Y4:B]^N')V=N?=GJY9L?:4VCO0D=/!-6FFK689:]BO M+)!/!/&^*:":)ZLEAFB>C7QRQO:J.:J(J*G92BG='Q!_9U[9;:ORI)'?
@Q5X(T5\DCNS8XVJYRHB*]?+6BL<4]'J ML3:>&.JRW&VBT..--PVJ4'-F6C LE^XC/ [(92ROM;]UR+W;VXI4]4BE8K#SH\/8 3LZL^)I<9E?MF82MXL7EWQ0 M;-%#&O:CENS8]^3>C?)M?*-1&2.[(C;#>Z]JRIVV:?)O'9SU\F+48]H[2.D] M6%)]90 &073QQ-
/R5N$%S(U7.U#7)X+N;ED;J07YV.22G@XW>7M'W'M M1TZ)^!71W=6N='XN.;)P5VCO2[8B=E5%3WCO..W%#QDI%ZS5&[-X7)ZYE\A@LS4DHY3%VI:=VK*GRHHHE M[+V5/DR1O;VC[UY1U5 MXX(XO9Q=H];'VXX_LCR[F939]F*R3PW'L\-?
&QRM[H^#%UU]GY*YCI5D>U>S MR=ER=I??^V.BCBQ]G3:>]/5[].3] &%G5IQ//G,=#R1@JRRY#!5 M/@FRUH6=Y+.%C>Z2ODVL:GB?)BGR.29>SE6NY'*J-A7OJT^3:>">D]&748]X MXXZQU3I-C$]G\1\:Y'E'<:& K-EBQD3F7-@R3&_(QV)B>GMG(]4C
M2K1)VCKU*D+(*\+$]_ACBC1$_O$R9WG>>]E$1$;1T?<#Z /\O8V1 MKF/:U['M5CV/1'->UR=G-Z..Y%[*B^\"1?/?%%CC#<9VU('_8KG9)[^N6 M415CAC5Z/LX>1Z^Z?%OE1K>ZJKX'1N[JJN1*.')VE>?>CJG9L?9VY=V>CT8= M7$!G/TD\333W'.\X[<3QDI%ZS M5&
[-8;):]ELA@\Q4EHY3%VIJ5ZI,G9\,\+E:Y$5.[9(W?A,>U58]BHYJJU45 M.<3%HWCHF3$Q.T]7Y@? /LU*EJ_:K4.5>6UEC:V+^QR]XO'7QD")$G9?"Z3VDB=O'V2=ER=I;?^WR4<6/LZ;>?F]S')U M M M M'__2W^ M M !_%1%145$5%3]L+YH]+]"_P @$^N>^F6Y5LW]
MTXWHNMNT;#Y,F8U2I%WLT)'*LDUO!0,\]-*1RJJU&-\<*_P!21T:HR/9AS_VW M_-CS8-OO4Z>G^W^W\8/;-YGK,>R,R/BQ>*&@>J_[HR-Q&/;";;JR/H7H%R6T>N<&*"JIXCC@G1]@E2N$G!/;=L+P56@W2>R]P9K[/@\g+3+ C-OI]^DWJRG@QOCQY#^P@LE>R]OKV4.7:H^BJP%9%$5%4'R]]Y?Y5L@E2X:MI.6DZI?BE?1ZE9+C/T[Q%&>3]ZH'R]VZY...

MOY3!&JHYQ+VOJ_47Q'M4D5>MM,.)NS>%&T]A@FP[O&]>S8_AEEOQ6^1SO)&L ML.55_OIWYVPY*^7+Y.E[6/9*QDD;VR1R-:^.1CD>Q['IXFO8YO= MKFN:J*BIY*AR=7^@ 'YN6S&)P-*3)9O)X_$8^'LDM()W*]
M&I&KN_A:Z>S)%$CG=E[)W[K]!]B)F=HYR^3,1&|H>@<_P!5G$&$E?#6R66V M.2-RL>F Q3Y(DR1/=YK(W_O/OX6WK#S\57TG9Y1A>KOB?)R M,BR";)KRN\GS9+$LM56KY>:/PUO*67-_>L2>[W?C\SI\D=-I?8U..>N\,@- M;W'5=PJK:OXE5&MMUD7H
>$[9R/HVC,\6U[/BL/(K/:,IS3K/ MDI8T3OXX<73;8R4[/-/-D3D\T_&G?U6E[JV-WFUZ4[TQ#T+E>L3B^E(L6/Q^ MUYGL[LEBMCJ52]YJ=_E-7(9.M;[KY=D6%/+W]O<=HTV2>NT.,ZG''3>7XE?K M2TESU2WJ6TPQ^-J(ZN_$VGK'W^4]8Y+U1]/1ON;XE15_C)
[S[\+;RF'SXJOG M$O96M]3O$&Q/C@=GY]?LR]O##LE&3'L3NO94DR$+K>)A[?\ /=A]?]G[>+8, ME?+?V>ZY\=O/;W>^:MNK>KPVZ5FOT#FZ M#\S+9K$8&E)DLYE,?B,?#_5;N2N5Z59GXFK-8DCC\3OH3OW5?[MO[CM&GR3Z0XSJ,<>LO!7=:6EI,QK-
0V=U=6_ODKI<4R9KOE>3($MO8]ODGFL MC?>OEY>?KX6WK#S\57TG9Y3A>KOB?)R,BR";)KRN\GS9+$LM56KY>:/PUO*6 M7-_>L2>[W?C\SI\D=-I?8U..>N\,@=;V_5]O]+>UC/XK.5VHWVKL=W3WUX\1>9&]O[-X-
5Y]XGV^6.MCMMITKTJM:RAG&2X6P^1ZHUD4 M,F09#3M3/5>R,AEDX?UV22!F>L;#9B56OAURA+?C[I_TCR$[J6*G: MY4\ECL.0[5P9)\MO=QMGQU\]_9ZWGZTM(;(B5=2VJ:+VBHY\[\16D2+Q?)>D M<=ZTUTBM\U;XT1%\O$OO3W\+?UAX^*KY1+]S$]8?
%UZ1L60H[5A.[NRV+6-I MVZK&K_&5<;D;=M>W;S1(5_D[_1\G39(Z;2^Q]<<]=X>_-4Y#TC>(_::ILV)S M+D9[5]6O82/(PQ_)3VEC%V4@R-9G=R)WDB:G?R.-J6KWHV=JWK?NS$O,CR] M #QC9=TU/3:S;6T[#BL'$]'.A2_F(8_P"9ZON*<=(^+'1;-L'A\F6,?
BHJE1_G[U=F M;N-ML3M_U@5?Y/Q=HTV2>NT.,ZG''3>7C4?6EI2RO274=H9 G;VX^_"V]8?/BJ>DO/_\7EL7FZ461PV2HY;' MSIWANXZW!=JRIV1?D3UY)(G*B*G=._=#E,3$[3U=HF)C>.C]_^/H M]5;=S;Q?I,DM;.;;C_C"%7-DQF,]KF,A'*WOWAL5\;'9^!2^7NG6
M+_LZ=^E<62W2.3G;+CIUGF]+7^LSCN![V8_7MNO^%'>&62OBJ4,CD_!*NRD M|Z1K^-T:.3^M.L::_G,.4ZFGE$OBH]9^@2NC;D-9VVGXO)[Z\>(O,C57]FN7 MQ9.G(YB,\W*C?$GN1'>]4Z6_E,$:]GG$O<&]<^<4;A)'6QNV4Z=Z5?"RAG&2
MX6PYZ]O#'$^^V&I9E=W\FQ2R.4Y6PY*]8Y.E;W$BH](J*BH]=T5/-% M1?I3^0YNK^@ /QLYL6 UBD[(I%F<9A*+?+X5D[L%.)SO\ MI'$L\C/;2N[IV8WQ.K3B/$2214;.=V-[M.[?'AL0L<"O3NG;VV:L8CQ,1R?AL1[53S;XD[=^T:?)/7:'&=1CCIO+PS]VE MI?
MD;]B&T?!_#YR^UQ7MD=V]R5_A:QJWO]/M?=]'T'KX6WK#S\57TG9YA@^K M;B7+/9%?FS^N/=X&J_+XGVU='N3S[2X:SEG)&CO+Q/8SR\U1$[]O,Z?)'3:7 MJ-1CGKO#(+ [+K^TTDR.N9K&9NDO9%L8RY!;9&Y>_P"]S>Q>YT$J=E[L>C7)
MV\T.,UFL[6C:7:+5M&]9WA^V?'T >O=NY6X\T571;/M>+ MQ]MC?$N-CD??R][K?$U78S'QVKT;9._R7/C:U?Q^_M[KCO?NP\6R4IWIC=Z+ MR761QI5D6.AA]MRB-[_O[*.-
J5W)]'@^$Y5ME>ZIY^*)O9/Q^XZQIK^UUT\2HJU%P]U49X4[.1)LA0[N5W=%3NB(GGW7W)]G2 MW\IA\C54\XE[4UGJ1XAV:6.O'M#,+;D\FU]CK2X=OG]#K\R.Q+5[^7;X1W5? M<<[8,E?+>/DZ5SX[>>T_-[QBEBGBCF@DCFAE8V2*6)[9(I(WIXF/CD8]M>QS
M5[H]*J*AR=7R M /_],?X M M /XYS6-<]D:U]*YSG*B-:U$[JYRK MV1$1$\U P4YEZKE]37-:XODADEB<^O=W"1C+$+7L56RQX"M*UT$Z-?LV.162FO%I]_O9/R9,NH_MQ_FP4RN7RN=OSY3-9&[EK6IY(G?LU/).R&N(B(VCHR3,S.\]7YH? !Y9].\[9HF1;E-5S=
MW$6/$Q9XX)/%3NLC7NV&_1D\=2]#YK\F5CD3WIV7LJ>;4K>-K1N]UO:D[UG9 M2'A/J.PW)"U]=V&.O@=T5G:*%BN;BL\K&*Y[\6^5[WU[;6M5759'.<;GI MXD9BRX9ISKSJVXLT7^[/*S)PX.X 'BVY;GKNA8*UL6S7V4,=6 M[,;Y>TLW+3T2(BN>&O5YM:M(XK=$SN5
M.I3=-_FLX_"V+.J.JY7Q1X_'SNBR5^!>Z>++Y&%S97^V:J^*")60(U?"Y)%3 MQKNQX*TYSSLPY,]K\HY58X'9P #WEQ?S]O/&DU>K%;?GM98Y$FUS*3O?#' M&KD5RXNXJ2V,5,B=_"C4?!W/X->@:YZ)XD[JR1BNBE1%5KE[*B8;TMCG:S=2 M]>GA[
J"%J^T3MBPVR<^E7'+FKCY=;)G;UR9NG(U]UW:LU M8N1I(Z2KBX7.KX?HODUM+'1N]A&K6?)61WCF>B?+>Y?-=U,=:1]V&&][7G> MTO CT\ #[%6W:HV8,E*S8IVZTC9:]]K-)7LP2L7NV2&>)S)8I&K[G-5%0=> M4]'WISCJS1X?
ZK\GCIJFO\G2OR>+=X*\&U,C\64H?Q6+EXHF_P#-3]HG;Q3- M:EE[(KG>V5?++ET\3]['U]&G']C[N3IZJ#T]E3(U*U_'VJ]VC">)SXI8I&*BM<='V0 _Q))' M#&^65[(HHF.DDDD9C53_FZD1['^^-BIX9%UXM/O][)^3)EU']N/ M\V"F2RF2S-
V?)9>_*6Q.^26143R3NODAKB(B- MHZ,DS,SO/5] /@ \MU#>=LT/(MRFJ9N[B+/=BSQPR>.G=8SW17Z,J/J78D[MKV:(QWA7S3LO94\VI6\;6C>'NM[4G>L[*1*]1N%Y)6'7_'6P&Y^'M%6;(Y M,9G?"SQ/?BGS.=)#:1&]KJKW.?X4\3'/3Q(S%EPS3G'.K;BS1DY3RLR9.#N
M !ZHY5Y?U?BC$I:R\GPW,6V.^*=>]RQI?O.^6B3R^+Q+3QS)&* MCYW-5$7R:CG]FKTQX[9)Y=')DKCC>>OHF+R/S/O7)MJ7X\R;ZN&]HKJNN8U MSZV(KL1W>/VT37>/(V&=N_M;"R.157P^!O9J;J8J8^G7U8+Y;Y.O3T>ISHY@ M #_3'NCQ[%5KF.:O=KFN3LK7-
5.Z*GN#ZRLXEZI-HU":MB-VEM M[7K/=L7PN9_MMAQ4?DB206YG-7*01I[XK#O'V[>"1](C%SY-/6W.O*WZ.^/4 M6KRMSK^JD> S^&VC$TL[@,A6RF*R$7M:MRJ_Q1O3NK7L>U>SX9X7HK9(WHU\ M;T5KD145$Q3$UG:>K=$Q:-XZ/V#X^@ 8@]FG=*K&JO=
(H(_**M79_%CC:R-J>2-1 M#;6M:QM6-H8[6M:=[3O+\(^O(_;P&R9[52HJ'R:Q:-K1O#U6UJSO6=I4'X4ZHZ>U3U-7Y"6K MBM@G='7QV>B:VOB7!-?O4YP MV8L_%]V_>9CF9I_*SF>B<'+/51LVU36L/HL MEK5M<1SXOC&)ZP[#E8_=[5]F-
5=B('=ODQP.]KV_"D7OX&[<>GK7G?G;]&+) MJ+6Y4Y5_5B;)))+(^65[Y997NDDDD[E5555[JHH9W^ M^ #VKQUS+O?&=F)<%E9+&(23Q6-=R3Y;6&L-3V==9&NHSO\ ?[6!T;U5 M$\7B3R7G?%2_7KZNE,M\?3IZ*<\3\Q:QRQBG6,6YW@E1D;;^/?
(G9LS&IV[HDC6.5&F')BMCGGT]6_'EKDCEU]'MLYN@ M 'J;E?F'5^)\4VSEGK?S5R)[L/KU21C;MYS5\'MYGJCFT<KGDR5QQSZ^B8O(W,N]J3HY@ #_ &Q[MXGLDC>Z.2-S7QR,Q?$U['-[.:YKD145/-%#ZRNXEZI=GU*:KA]WDM;3 MK7=D*797D)L.)C[M1)
(K4BHN6KQ-[]XIW>U_DRHC48N?)IZVYTY6:,>HM7E M;G7]5(L%G<1LN)HYS!7Z^2Q61@;8]7*SO%'(QWO:Y%[/BFCBM< MB.143%,36=IZML3%HWCH_6/CZ #X+5JM1K6+ERQ#4J5(9;-JU9 ME9#7KUX6+)-//-(K8XHHHVJYSG*B(B=U'4Z>R?G,/5??NS6M?
XOE=0Q['206 M=KDB[7[W;NQWQ-#,BI0J.3W32-^$.\E:D7,N[9CT\1]]D)U]&/+])GECZ>K"J M[=N9&U/>R%NS?NVI%ELW+I\MJU8E=^%)/8G?)+-(O;S)J*U'HC M9F(J^![57N>;TK>-K0]TO:D[UE3#ACGW7^58$QEF./![C7@=+9PSY5?7OQQ(MGM;N%G?V=/"B?*?"
[]^A3O\ AL;[1<.7#;'SZU;L6;,G+I9[_.+L M !X+R#R+K'&F#?G-FN>R8Y714,?!X9,CE;36HOP:A65S%DY$5._NE+7G:KQ>]:1O9,;E#J"WGDJ:>HMN37M8=XF1:]BK$C&3Q+_ ,+W M6)%/E7N1$[M&E/G;U8>U.4\ZJ::7NVM[_@J^PZQD([U&?
Y$L:^%ERA::U%EHY&KXG/J6XD M6'EZ QIYKZB\+Q MHDN!P+*V?W-S/EUED5V-PB.[^&3+/@>DDEKR[MJL=[3N\1/3P /OXW*9+#78,EB+]S%Y"J_VE:]C M[,U2W_W>**Q ^.6-53R7LOF@F(F-IZ/L3,3O'5G1PWU7OFFJ:WRE)$U)/#! M3W&.-
D#6O5>T;,_6B:V%C'=^WPJ)&HWLGM&=E=*F3+I_[L?Y->+4?VY/S9WQ MR1S1LEB>R6*5C9(Y(W-?')&IJ.8]CVJK7L>U45%1>RH9&M_L M/@M6JU&M8N7+$-2I4AELVK5F5D->O7A8LDT\|TBMCBBBC:KG.=BICJKD[]IGM6P[R5]1*G
M=VS%IXC[V3KZ,>343/+'T]6%ENY;R%F:Y?M6+MRP]9+%NW/+9LSR*G97S3S. M?+*]43WN55-6VW*.C+,S/.>KZP? !YYHW)>Z<=7FW=5S=FE&Z1LEK&2.=8Q M%_MV16W<=(JV$]N8GA]HB-E8B_)>U?,\WQUO'WH>Z7M2=ZRI?PSSYKW*L#<; M.QF$W&O
Z2WA7R*Z"\R)J>VNX6=_G8@1%\3X7?O*=^_C8WVBX7[VV1%1[=6+3[_'KJ/1ERZC.[N/KZL"LSF\QL.0GRN=R=[+Y*PO>: M[D;4UNP]$5?"SVDSGN;%'W[-8G9K$\D1$\C9$1$;1T8YF;3O/.7Y8? !Y/J MVYJ3I.0;E-
5SE_"W/D^T=4E_>++6+W;%=IR))4O0HJ]_!*Q[>_GV[GRU*WC: MT;O5;6K.]9VE1KA+J5Q7(4M;6=JBK8+<).T5.2)SF8C/R(WOX::RNKSJVXL\7^[;E9E09V@ M ?GY7*XW!XZYE\Q>K8W&4
M(76+EZY*V&O7B;V3Q22/5$3NY4:U/>YRHB(JJB+]B)F=HZODS$1O/1.CEWJK MSVQ2V<'QW+9UW HKHLXB>QS^4:GDKZTGX>&JO7S;[-4LN1$57L[NC-F/3Q' M._.6+)J)MRIRAB%---8EDGL2R3SS/=+--,]TLLLCU\3Y))'JY[WO"NJ^WA+J*J*_P!K2<]$@F?V3]^A
M6*9$\O'V547Q^2\?>CFZ4R7QS]V>2F_$/-NL\L8]S:G;$[+3B:_*:]9G8^= MC?2M=QLOR%%N$ M/D17HUKXG*B2-XF*_#DQ6OSS[OJW8\MEO1[H.3] M !ZRY/Y7U?BO"_&6U ML/3P1]T1/$]6L=[QX[9)VASR9*XXWGJF'R7S=O/)UB6/*Y!^.P/M%=6UK&22 M08R-
B.18UN=E;)E++/"B^TG5R-=W6-K$54-^/%3'TZ^K#?+?)U[OH]/G1R M']15:J..JM*O,\<%F!5\G-\I(HW(V6O9@?\F2-Z->QR=E1##:LUG:W5NK M:+1O7H_=/CZ M ,>.:.H/ <6L?A\]?"%G=SEA22+%(]R4L4R5OB@LYN:-S7L]HU?$R MO&]32-[*JQM57'+FC'RCG9-/=>1-
QY"OK?VO-V\DK7N?6I>-8 M<70\7EX...B\-6M\GR5R-]H]$^4YR^9NK2M(VK##:]KSO:7A)Z> !]NC?O8 MRW!?QMRUC[U9Z2U[E*>6K:@D3W/AGAW\R[MZ;PY]_XAM+F=I #P/D/D?6. M,\$_.;+;6-KU?%CL=71),CEK;&>-*M&!7-151.WCD>K8HD5%>Y.Z=_=*6R3M
M5XO>M(WLF-R=U ;WR3-8JON2:_K4BN9%KN)L2QQ2P*ODF6N-]E/E9%;V\2/1 MD'=.[8FK[[V/#2GSMZL.3-?)RZ5]'HLZN(9'<6=2F[:!-6Q^8L6-LU9JL MB?CLC8?)D:$'=$\6(R4OCEC]BQ/DP2J^!6IX6I'W\:<G*>= M5,M-W/7=]P578M9OLOXZSW8[R]G9IVF(U9J-
ZL[Y=:W KD\35\E14CK9[=$;X98 M)'.=BL$KF-1=E-JS=W+V/$]8(YY/#3I,D7NZ&A1C\%2C#Y)\F)C47WKW7S7;6E: M1M6-F*U[7G>T[O$ST\ #]#&97)X6]!DL/D+F+R%5Z25[M"S-4M0O3Z8YX'L MD;W[>?GYB8B8VGH^Q,Q.|=6=?
#75<^U/4UKE"2%CYG1UZ6WQLCKQ>T>K61QY M^OUD+'*OG:C1C&^7M&(GBD3)ET^WWL?Y->+4?VY/S9V,>V1K7LUR=VN:Y.Z..Y%[H]>\R-;_0 ?5NW:>-J6E1IP2 M6;=RU*R"M6KPL5\LT\TBMCBBC8U55RJB(@B-^4=29B.<]$]^8.J[)Y.:UK_&
M4LF*Q3%?!8VE\?@RF0[*K'+B8I$7XLJ.3OX97)\)Q5.R[,>GB/O9.OH MQ9-1,_=Q]/5AA:MVKUF:Y=LV+ENS(Z6Q:M326+,\KU[NDFGE<^661R^]SE55 M-73E'1FZ\YZOKA\ 'GNB\F;IQS?2[JN:L4XW2-?;QYS$\/M&^"9B+\A[5\SS?'6\?>A[I>U)WK*F7#?/6N'QVL'
M+,CH[K&-59;>%F?X7VZ[4:KGQJGM84_"\3>SUP9<-L?/K5NQ9JY.72SWT!S/C#)P_3 M$U?91/\ *1RN:Z(T8L$W^];E5GRYXIIVO.W[)U;/MVR[GDGY;:,U?S5YWB\, MER9SXZ['KXEAIUF^&M2K^+S2.)C&(OT&VM:UC:L;0Q6M:T[VG>7CA]>0 !^O
MA,]FM;R$.6P&4O8C(UU18KE"Q)7F1.Z*K'+&Y$DB?V^4QR*QR>2HJ>1\F(M& MT\X?8F:SO'*6?O"W51!GIZ>K\DNK8_+3+%6Q^T1-96QV1GL\825K5]%9*][;I&1 MVJD,K>['QX&!Z/KW71N_ZJ9$?"O;Y#'HJ/35BT^_WLGY,N74;?=Q]?5@9E]6M3R1._9]>2=D-
D1$1M'1CF9F M=YZOS0^ #RC5-TVG2,DS*ZKF[V&N-5BR+6E[U[36+XFPWJ']MK4G>L[2H]PIU)XCD.2MKFT1U\EFW.Y%1C&HJ^2J MO9J*J>JUM>>&O5YM:*1Q6Z)H#+Y*%5[)) MEU^4ZKYJJ^: MJJ_2IW<'\ /=G&7/.]\:3UZ]6])FM;C M2Q-I[5P M
/1?,?.VM\45/@:M;F=MMP>UQ^!AD\#88W^)([^7L(CO@=+Q-7PM1 M%FF5.S&HWQ2,ZXL5LD^E7++EKCCULF9OG*.[W9OP3',>L2/:U>WM7^.9R?A/<;J8ZTC:L,-\E[]Z>3UZ>W, ?/6LV:<\5 MJG8GJV8'I)!9K2R03PR)[GQ31.;)&]/H5%11U?
>G..K,OB'JOR^(FK8+DR27 M,XA[F10[,R/QYC&M7LU'9*.)O?+5&>2N>B?"FIW55F7LU,V33Q/.G*?1IQZB M8Y9.<>JAM&]3R5.KD,?:@NT;L$5]I;JRLFKV:\S$DBFAEC5S)(Y&.145%[*A MBZ>K\T/@ \IU/==IT;),RVJYJ[A[C M58LGP>3O6ML8O=(;U*1'U+T'=?
P)6/:B^:=E[*GFU*WC:T;O5;6I.]9VE1_A M/J1Q'(KH-YRN3SC<[S:W%E MP33[U>=6[%GB_P!VW*S*$X.X &._-/4'@>+6/P^.BASVYRQ-D M9BO.:,2Q4;MY)6O<^M2\:PXNAXO+PT<=%X:M;Y/DKD;[1Z)\ISE\S=6 ME:1M6&&U[7G>TO"3T\ #[E#(7\5<@R&+NV\=?
JO26M=HV)ENO(GN?#8@?' M+&[M]**@F(F-IZ/L3,3O'5FYP]U86X9ZNN\HR)8]/\,-7;XHNUF]W,;G*T# M/#:@7R3X1$ULC.W>1K^[GMRY-/\ W8_R:L6H_MR=/5GY!/#9AALUIHK%>Q%' M/!/!(R6&>&5B2130RQ]YDD4C'(YKFJ].1>Z&-L?*'XNP[#AM M4P]][/[!?
@QF)QT*S6KJ-:BJJ(?8B;3M M'5\M:*QO;HFUROU1[7N$UC%:;+:U+6D5\7MZ\GLM@RL:_)]I:NQ*KL="]ONA MKN1R=U1\CT5$;MQZ>M>=N=F')J+6Y5Y5_5BN][I'.>]SGO>Y7O>]5^,K$3,/DWWL&C^]C6\I)+9Q,C'/\4] MU8U?[3&V'^:^T@5G=W;QH]$*\
[XJ9.O7U=:9;TZ=/13OBSEO5^5\.M_"R.J M92HR),S@+3VK?QK!?)>_>G MD]8GMS 'R12R0R,EAD?%+&YKXY8GNCDC>U>[7L>U4+HM7E?G7]5&\1E\9GL92S.&NU\CB\C79:I7:K_;0SPO]SFKY*US M516N:Y$L<<.J9/,0K)7O;+(C+6+QDR?)=%C(5\4&4MQ+W[R.
[UF.3MX9?-&ZL6GF? MO7Z>C+EU$5^[3KZJ_9S/YO9'N]MC8LCG)%"SO M\EC4:QB>2(B>1KBL5C:L;0QS,VG>>+V-J!WBKW*SE3Y44K'QN^EJGRU:VC:T;P]5M:L[UG:5N^IS M';K+5UC>/@F$VB5604,DQ4@Q&>E7Y+(>TCO#CLI,O9&QJY8IWKVC5KG-B7%E
MP33[U>=?V;<6>+_=MRLRW,[0 !^'L'>R834L/=SVPY"OC,50B= M+/9L.[=U1%5D,$:=Y+%F94\,<3$<^1WDU%4^Q$VG:.KY:T5C>W1-CECJ@VS< MY;>(U&6UJFKJY\225I/8Y_*0]^WCNWH7>.C#,B?U"NYOR55KWR(O9-V/!6O.
MW.S#DSVMRKRK^K%I55RJYRJKE55557NJJOFJJJ^:JJG=G?P]O<:\V[UQC M8B9B)R)XVO1/"O/)BIDZ M]?5UIEOCZ=/13OB[EK5^5<.M_"3+6R55D:9C VGL7(8N5_DBKX?"EJE*YJ^R MG8B->GD],>CF-PY,=L<[3T;L>2N2-XZO:!S= ,7N;.I'#\=N MGUW6&U,_N*-
,D_+;5F[N9N*KO9_"9$2M58]>ZQ4:421TZ,'=/P(F M,.J^?;OYFVM*TC:L;0PVM:\[VG>7BYZ>0 !^EBLOE<%?@RF%R-W%9&L[Q07L M?9FJ6HE^E&30/8]&N3R5._9R>2]TQQM/1]B9B=XZL\>&>JUM^:KK7*$E>M M8E5D%+;V,CK5)9%^2R//P,1D%-
SW>7PF)&Q=U3VC&(CI%QY=/M][^37BU&_ MWK#6Q9L6YY;5N>:U9G>Z6>Q8E?-/-(]>[I]9 M9'.DD>Y?>]JJJ:C-UYSU? 'P ->PM#Y1W;C>ZVUJ^:GK5W2)):Q%ES[6%OK MV1'?"\<]Z1*]S4[>U9X)FI^""]IXOCK>-K0Z4R7IW9Y*9\.T7B\V1L]R;\>*F/YV]6#)FO?Y5]'I
M,Z.0_J*J*BHO94\T5/)45/I0#)?BOJ:W/1)JV-V&:SMVKHK(WU;TZR9C'0 MI\GQXK(SN5\B1,]U>=71*C4:UT7=7)PR8*WYUY6=\>>U.5N=5+=3VW ;O@Z> MQ:UD(\CC+B*C9&HK)8)V=O;5+<#NTE:W Y41['(B^:*G=JH]XK5M2>&W5NK: M+QQ5Z/)#R]
8MMRJSY<\4^[7G9./:]TVG=\D_*[5F M[V9N.5ZQK9E[5ZK7KXG0T:<:1U*,'?\ B0L8W^3N;:UK2-JQM#%:UKSO:=Y> M+GUY 'Z>(S.6P%^#*83)7<3D:SD=!=Q]F6I9C7NBJB2PN8Y6.[)XFKW:Y/) M45!,1,;3T?8F8G>.K//ACJK3)V*FLZ M*B^:*BIY*BH96I_0
\6W'<]=T/!6MBV:^RACJR>!OEX[-RRYK MG0T:%=%1]FY/X%\+$\D1%JUF\\->KS:U:1Q6Z)G>,YH*L-M^>UIKT]OKF5GDD@CB5S?'\56U]I M/B9O"B^%&>*#Q.5SHGK[N63#3)\K.V/-?\'Z^BG?'G(^L'L M #T+S)SUKG%-=)]2NY' M(YD:)
[69/P?"WN].N+#;)SZ5<B^36TL=&[V$:M9\E9'>.9Z)\M[E\UWTQUI'W88;WM>=[2\"/3P /L5 M;=JC9AN4K-BG;K2-EKVJLTE>S!*Q>[9(9XG,EBD:ONG..K-#A M_JOR>-FJ8#DZ63*XMZQUZ^TLC1V4Q_N8QV5?+ M-ET\3][U]&G']C[N3IZJ$4[E3(U*U_'VJ]VC">
M)SXI8I&*BM<='V0 _Q))'#&^65[(HHF.D MDDDZ%TE>[M\D<=B/ MVK7*Q[,!7D1]>9C53M*D1['_P#.-BIX9%UXM/O]I)^3)EU']N/\V"F2RF2S M-V?)9>_U)WK.RD?"O4;A>25AU_/QUL!N?A[15FR.3&9WPL\3WXI
MSG20VD1JJZJ]SG^%/$QST\2,Q9<,TYQSJVXLT9.4\K,F3@[@ M>*[ENFNZ%@;6Q;-?;1QU;PQM1$]I:N69$7V-*C714?9MS>%>S4\D:BN>&O5YM:M(XK=$S>5.I+=>09K&/Q$\^J:]JNC9CU^4),3;=[2?%2-;W*-\4'=>[HG+[N63#2_P K
M>KMCS7IRZU]%.>/>1]7Y,P3,YK-M9&L5D60Q]AK8LEB;;F>/X+>KHYZ-54[^ M"1CGQ2(B^!R]E[8;TMCG:S=2];QO5YX>'L #$'FS]?I:;/=U7 M16UT[R_"/KR /V\!LF>U7(Q9;7,O?PN1A\FVL?9DKR.9
MW170S(Q498KO5$\4GD]*A\FL6C:T;P]5M:L[UG:5!^%.J.GM4]35^0E MJXK8)W1U\=GHFMKXG,3/5W=$]DO@8_'EP37[U. M<-F+/Q?=OWF8YF:0 /RLYG,3K>)O9S.WZ^,Q.-@=8N7;+E;%# M&BHB(B-1TDLLCW(UD;&N?(]R-
:BN5$7[$3:=HZODS%8WGHG!RUU3]-M4[G2 M)+:U;7$5\7QC$[V.Q95GN65UF-RKB('=ODQP.27MYND_W;CT]:\[I[?HQ9 M-1:W*G*OZL39)))9'RRO?++*]TDDDCG/DDD>Y7/>]E5SWOU>.N9=[XSLQ+@LM)8Q"2>.SKN2=):PUEKE[R>"NKT?1F>]]_;UW1O54
M3Q*YO=J\[XJ9.O7U=*9;X^G3T4YXGYCUCEG%/L8M5Q^;I1QNS&O6I&OMT5>O M@]O7E1L;;^.?)Y-F:UJIW1'M8Y4:N'N')BMCGGT]6_'EKDCEU]'MLYN@ M M #_U]_@ M M P%ZJ.;+*6;/&&JW70PQ,1FX9"J]4DGDE9XDXDUZ*9OX,#(W(MOP MKW>Y?8JJ(V5CM>GQ?
[]+?3_?['J,O^_.OU_W\P0-;(!\L$\U::&S6FE MKV*\L<\$\$CXIH)HGH^*&5BM?'+&J*UR*BHJ=T#[T52ZO6I55(X*U:-TLLCN MR*YW9C5[-1%?FG9Y*F7QRO19Z-MB=T5'HG>-_97 M12(CV^:>?F](O7AE[I><=N*%B=1VK$;MKF)VC!S^WQV6JLL1=U3VM>5%6.S3
MLM:JHRU2L,=%(WNJ(]BJE5.RK,M6:VX9ZPI5M%]\4='DA\>@]* M\Y2=D[(48B(C:.B=,S,[SU?1#X !EWTQAIP9> M&>"W=G]%+C"W G_U4&/<+]=Z>*S/W;(F MBD;W5D%?LBV^RHKW_O*]FMD;_7I\7^_2WT81E_WYU^O^_F"QK9 /E@
MGFK30V:TTM>Q7ECG@G@D?%-!-$]'Q30RL5KXY8WM16N145%3N@?>BJW3KS*O M)NO28K-RL^S'788FY%R(C$R^/AD<<7< / >2^0,5QGJ.1VC*=IG0(VMC,>DB1R MY3*SM?\ Z,3E[JU'*QSY'(CECA8]_9?#V7W2DWMPP\7O%*\4H[[9M>;W;/Y
M#9=AMK:JJJJTJUBL<->B;: MTVGBGJ\WMVL15G@;V[*YL:MXYL49(WCO0[8FC!BXYXK= MV&;/EX8X*]Z4U555555>ZKYJ]^:JJ_2IN87\ !2#I*)[WXL^+AGCKW9;L M&7B^Y,O,R3,T@ !_B22.&-\LKV111,=)))(YK(XXV-5SWO>Y4:QC M&HJJKV1)0]0/-
%ODW89,7B;,L6DX2P^/%UVJZ-F6M1^*.3.6X_)7NE[JVL MUR?O4*]^S7OD[T,.+LXWGORGYLO:6VCN0QW.S@ !Y#[JVT9O3,[C]CUZ[M)1RF.F26&5BJL3VKV_E3Y:L6CAMT>]VFL\5>]PO M%W(F+Y/U"AL^.1L$S^]+X[Q^.3%Y>!D:VJ;G>\I:I(V6)WDKX9&*J](JU)N
M2DX[<,J6.\9*\4/89X>P]?,EXQUXI1YVK:R. MR;!2G=+*]5=[*"/O^\U*D;G/\A3]Q]F11HO9K$1/->ZK2K6*QPQT3;6 MFT\4]7CI]>0 ,A. .9[?&&PQX[*6)9-)S=EKYSF1]N.;%&2N\=^'?#E[.=I[D]Q12QS1QS0R,EAE8R6*6) M[9(Y8Y&HYDD;VJK7L>U45%15144G]#_8
FUU0QSUJM(Y$SF7KQ_'VHKVJB28S%S-\/A_!EL-5WRFLC4VX,6T<=N]Y, M6?+Q3P5[L=6'9I90 /O8W)7\/?]93%V[%#(T+$=JE=JR.AL5K$+D='+% M(WLK7-5/[RIY+Y"8B8VGH^Q,Q.\=5;.">6X.5=32Q;=##M.%]C3V*G&C6))(
M]B_!LM7B3R94R38W+X4\HY6/9^"C5=.RX^SM_C/11Q9.TK_E'5[O.3] M 'C^T[-B=.U[*[-G)_@^,Q%1]R].RR2+W2."M Q5:DEFW8>V*)O=/%(M]$[IW[I]K6;3PQUE\M:*UFT](1VY*Y%SG)VT7-CS+UC8Y708K&,E=)5P^-:] M5KTJ_=&HYR(OBED\+5EE5SE1.Z-
2ECI&.O#"9>\Y+<4O7Y[> /:G$?* M>8XJVB',4EDLXBVL5;8<.CD]GDL0J>)7UY/6N[M5?]Z+SR8 MXR5V_)TQY)QVWCHL%APQ'L54_"CD;W M[/8YJEQ:-XZ/TSX@ !CKU#\R?:PUV+'X M:5B[CL,ZKXFQN:O;#B[2W/NPX MYLO9UVCO2E-
///:GFLV99+%BQ+)/8GF>Z2::>9ZR2RRR/572222.57.55557 MN4.B?U?"'P #.7I7YKGK6ZO%^SVW2T[:^SU"_8D[VYL ML[-E[?'VM771ZSAK#H,Y8K/5$SV7KR)[2NZ1O]4QF+F9X6M3Y$L[7/7Q(V)4 MW8,7#'';O,.?+Q3P5[L=6'QH9@ /O8W)7\/?]93%V[%#
(T+$=JE=JR.A ML5K$+D='+%(WLK7-5/[RIY+Y"8B8VGH^Q,Q.\=5<."^6;_*VI-MV?8P;-AUB ML;%2B^0Q9W,5.V3K1]U5M/),CQR(J*B]T4 M/JHO37S1)R)A9=:V*RDFX:]6C>ZQ(O[[G<0US(&9)WTNNU)',CLK_&5['^:O M3['>%5\;'HD()CG';;R4<>2,E=_-[2. M;H
'A7(.\XGCK4\IM687Q0T8O!4J->C)LED9N[:6/@54=VDL2I\ MIW9?9QHYZIV:IZI2;VX8>;WBE>*4=MUW/.[]L=_9MAM+9OW7[F,;\FO1]1][MX-CZ47NAJ56.[-3WN55&O1,M.;VXK=7BAZ>0 />?!G, M-_BK98ULR3V-1R\T<.P8YJOD]BU>S&9BC"B^%+]).RN1$_?X46-
>R^!S.67% M&2O^4.V++..W^*N%6U7NUJ]VI-'9]6X(;56Q"])(9Z]B-LL,T3V]VOCEC>CF MJGD]*3NG+S4>O..CYP M /0_/O+T7%>]I\7NBEVS/)/5P%>1OM&U6QM:EO,6(U^2Z&@ MDK48UW]4F>U.RL23P]<./M+<^['5QS9.SKR[T]$F+UVYDKEK(9"U/=O79Y;5
MNW:E?-8LV)GK)+---+(KGR22/>KZH? ,T.E MSFRQALI3XVV>ZZ3!Y29(-9MV7^+XHRDSE]GB_:.552ADY7>&)ONBL.3LB-D< MK2C)B;0 M Y@_K,/SO?/?YD<$_4[IY0T_A0GZCQ9]FS#ZHW\V]S9^F[R1] M0_389]3XD>W\R[Z;PY]_XAM+F=I M 'CFV[3B-
*US+;1G)O88W$576)O#V66>17-CK4ZS7*UK[5VR]D4355$5[MT]JB=U3U6LVMPQU>;6BM>*>D[(]CG)&S)44>KX'^7GW8J^![T7GEQQDKM MY^3KBR3CMOY>:O\ B,MC\]B\?FL39CN8W*4X+U&U$OR)JUF-LD3^R]G,=X7= MG-5$O1XC"3
M,^S+8H)6XY?)RX?'(JPVGR_P"_.WT_W\S],C8 ":'4[S M7/MF8M:#KEOPZM@[?L\K9KR?(S^8JN5)&K(S^]8O&3]VQM[JR69BR_*1L2MW M8,7#'';O3^C#GR\4\%>['ZL130S ??QF3R&&R%++8]W/0R6.LQ6Z5RL M]8YZ]B%Z/CE[CCC[S[QU5SX/Y8]\K:C'?F]C7
MV3$+#1V2C$J-:VTL:K#D:T?=7,HY-L;G,1?P)&OC[N\'B=.RX^SMM_;Y*.+) MVE=_[O-[G.3] &*?4SS3+H6)CU'6K7LMLS[5\EBY"]4FP.&>KHE MM1..J+%D;[VN9 J?*C:Q\GR7>S5=&#%QSQ6[L,^?+P1PU[TIB.Y7.< MJNZN:YZ\EGB[5[2QN="U-
PR$#F^)66(TDCU^&1.Z ML\43FOMJU454V2.2-SF21R,9W\C8*37=@G M\>XZY6C6:=Z]WYS$-6."+*JJJKENP2.,':^ASW,D1?WQ6LP9\7!;>.[+?@R\ M<<,]Z&3AP=P_^ED1 M4J[JC(HF*]]D5?(^Q$S.T=7R9B(WGHD-S/RYEN5MFEN/DGK:WCI98=%E
M>MW*W;;;55C\E>1].D=Y^!.T;5\+45:.+'&.NW]WFG9SFHJ>;TB]>&7NEYI;BJL5I>W8C>]9Q.TX27QT[55JHJS;5FEN&>JE6T7K%HZ2\I/+T 'I_FOE M2IO3J$N51(;.?R3GT-;QTRJK+%[P(Z6W88QS9%H8V)R22]E3Q.5D?B:LB.3I
MBQSDMMY>;GER1CKOY^21&7R^3SV3NYG,W;&1RF1L/M7;MI_M)K$TGO..SQ?]]MT2-8U-PR%=[F/?[5C M7LU^&5CD5(UBGQ?[]+?1DU&7_?G7Z_[^8%FMC M_W'))%(R6)[XI8GMDCDC?G:[<=>@C6U,O@8N;QBN2*'*LC:C$2Q#
(J1V41/"CW,>G;VGA;@S8N"=X[MLM^'+VD;3WH9+G!W #T-S[R_%Q7JR-Q[XI=MSS9ZN!@>C9&TVL: MUMK,V8G=VK#121/9M6U;MVI7S6+-B9ZR2S32R*Y\DDCW*JJJ]U4HQ$1&T=$^9F9WGJ^J M'P #-+1O=,?DY7>&)
M$\HK+D1$\,CE;FU&+>..O7S:M/EVG@MT\E%S$V@ !\4\\%6":U9F MCKUJT4D]B>9[8X8((6+)+-+(]4;'''&U5=^9_*6QRUZ4\T&F M8>Q)'@J'RXVW'L\<3LW=B7PN?;MM5?9M>GSO[Q"OA1$Y7B1S4L4K M3&^%#%[%5/H5JMV.VV.Q>KHL%>GYDV.QUJ-
KX,37D:J*RWDH'^.9W? MNRNYK4[K*]LU:?%O]^W3R9=1EV^Y7KYIUFQB_J*]*BHO94\T5/)45/ MI0"FG3'S7+N^,=I6S6O:[3@]JC9*%Z=Z>USV'A\,7BDE6L7+R.=;NM3Y#7=T@B5&)\I7N=1PXHQUY[Z4[+ MEG);_&'HDZN('E.F[AG=$V"[-KMI:N1H2=_
[QNK7*SU3X10O0M>SX M13M,3L]O=%]SFJUS6N3S>L7KPST>JVFEN*O58GCO>\3R1J6,VK$=XX[C'17: M3WH^;&Y*#LV[CYU1&^)T,B]V.[-]I$YCT1$+UXH>;GE[M #&?]0YG?QM@HL#K]AK=RV&!ZUI6[Q[L'B_$L4V6=&O?\ W3.]KHJJ
M*GA\;7O_9^%W?!BX[;SW8<,^7@C:.]*6,DDDLCY97OEEE>Z2221SGR22/]RJY[WN55557NJF]@?X#X !GMTK9D:P M 3'ZE^;;&Y9JUI.MWE;J&%LK#?FK2?O>Q96L_]\EDD:O:;%T)V M*V!]*L['ZL3C0S ?I8C+Y/ Y M.EF<-
=L8[*8ZPRU2NU7^SFKS1^YS5\TU5:Y%:JHJ8B8VGH^Q,_MUG>.JN_"O*M/E?4(LJK8:N?QKHZ&R8Z)5\%>]X/%';K,*[KM^(T/6,MM6;D M5M'%5_:+%'V]O;LR.:%4HUFN[(ZQ_B;6BE9 MM/2$==_WS/WBD>KGN[MNW%9X4>G@ #W'PQRYE>*=EBML?
:UO(R10;%AT-O>-51KNZ<\N,,E=O[O]UQ9)QVW_M\U><=D*6 M7H4LIC;,5S'Y&I7O4;<*^**S4M1-FKSQJO959+$]%3NB+YDZ8F)VGJHQ,3& M=_'W3X^@ !C'U)NZ_/X-QV.M(L[%[/P>(^665[I))'. M?))(IRN>]J[W*KGO>Y5555>ZJ;V!_@/@ &??
2OS98M25N+]IN+,]L*LT[M(6'IW^RK1*YVO32+YN,%!&KJBN7NC6K"B]O9-3)],6W^Z5^K9\I\O^_.WT_W\ MSN,C6 'Y^5RF/P>,OYC*VHZ6-QE2>]>M2]J1P5]T;I99'=D5SNS M&KV:B*YR^2(JJB+]B)F=HZODS$1O/1(#F'E?+WS
M3S\WT%Z\,O=+SCMQ0L3J.U8C=MUKRHJQV:=EK55&6 MJ5ACHI&U1'L7LJIV59EJS6W#/6%*MHM7BCH\D/CT 'I?G'EBMQ M3J+[T*0V-ERZS4=;HR^;'66L:MC)66?A.I8MDC7O:G]4D# YBT]/9M]]]?WO%Y*9?#(WOX(IG))\E'2JN?/BXHXZ]Z&G!EX9X+=V
M5+C"W P ZJ.:YY;-OB[6+2QUH$;'N%^!S?%9F7PR)@(9$[JR" M!.RVE145[U]DO9&R(_7I\7^_2WT8]1E_WYU^O^_K4UL@ 'RP3S5IH;-:5 MO8KRQSP3P2R/M&(?I\7^_2WT8]1E_WYU^O^_
XO(9K+68Z>-Q=.>]>M2K\B&M6C=)*_L MG=SW>%O9K417.3S57=F-7P,8B4<>.,==HZ^:=DR3DM0Y> M3U.;@'(#S[C?D3.\9[/3V/"2]Y&*V')XU\CV5,OCG.19Z5IK>Z>:?*B? MV58I4.]$7MV7S>D9*\,O=+SCMQ0L3J>T8G=-=Q6SX.?V^-R]5MF!7)X987HJ
MQV*MAB*J,LU+#'12)W5$>Q>RJG95FVK-.;,]84]VBU>*.DO(CR] M !B#U^ -D^FTFZ+JMU8-FRI7VN7R%9 ;Q@\3,G..*"!OG!D\FWOX7=T?#!\ MM.SGQO31@Q<<\5N[#-GR\,<%>]*:JJJJJO=5\U5?-55?I4W,+^^I! MTN9DF9I #_ "][(F/DD>V..-KGR2/<
MC&,8Q/$Y[W.[-:UK4J]I[]^2(!*#]!YHM\F[#]B\39EBTG"6'QXNNU71LRUJQ M1R9RW'Y*]TO=6UFN3]ZA7OV:]\G>AAQ=G&\]^4_-E[2VT=R&.YV< /(M-7VC-Z;G*&Q:[>DH93'2I)#,Q>]&+Y2UK,7X%BI9C[LDC=W:]]O[WRU8M' M#;H]5M-9X]]5A>+>1,9R?
I^/V;'HV"=_BIYC'(_QOQF7KM8MJHY?>Z-S9&RQ M.7S=#(Q5[+W1)N2DX[<,J6.\9*\4/8AX>P M /_0W^ M M '@*&Z1:1-M6;MR:2S;N6)K5JQ*Y7RSV;$CI9YI'+YNDEE>KG+]*J4^G*.B9UYS MU?7#X ||XSW:WQ[NV!VJLZ18]%QC,E7C]]S$65]CDZBL5S6/=)5>Y8
M_%Y-E:QWO:G;SDIQUFKWCMP7BRT]>Q#;@@M5I63U[,=BO-&OBCFAF8V2*5C MD\G,DC9RW'5Z;O4S$4VQ]_"A2PTX,<1YRFYK\=Y](Y/2IT<@ M ']15145%[*GFBIY*BI]* 5^X WV3D'C3#9&[.MC-8E7X#.2/=XI9KV.9%[* MW*]JKGRWL?
+#,]WDBRO=V]Q.S4X,DQ'12PWXZ1,]7NHY.H]>\]J MJSC[0=DVGNSX71HK#BHY$1[9'>VGC&K&O998V6YFR2-3_G$QR^Y%5/>.O' M>*^3QDOP4FR+]FS8NV;%RW-+9M6YY;-FQ(6.FQ.]TDUBQ/(Z6:::1ZJZ2661Z N'Y3Z)G7G/5\ ?
'L#B[>+7'>\X':8'/6"G;;#E8&]O^Z\/;_>,E M75]=T<]:SU?'W14;,QCNW=]'G)3CI-73'?@O%O):6&:*Q#%8@D;+#/&R:&5B M^)DD4K4?'(QR>2M>QR*B2BD5_
IZ<-.+SE@U%^*_#Y0Q7 M.[. 4_P"DS?I=HT*?6;\OM_%3AGK#*HSM _&V+.4M8P&9V+(N M\-'"8R[D[7;\)T5."2=8H_?XI9O!X6)V57.GO6'*O=K/:N_>H(_)$;!5A1L<:=D1K&(GT%2M8K6* MQTA+M:;6T=]1.8Z&9C7=!VFH'GI
M9S&5,E"Q7(Y*686R/K2JWLGMJLJNC?^)[%0EVB:VFL]85*VBU8M'27[Q]?0 M !B|U7;[)J?'K''-<]?%))@[;)),YRKV[I6]A-6:B?@QP,[^:^>#44X;[QTEOT]^M*FT]892G!H 'IWGC?7\><;9O+U)E@S%]&8+!/:[PR1Y),E;\)B= M[TEH4HIK#?)?
E1(GT^73%3CO$>3EFOP4F?-'E55RJYRJKE55557NJJOFJJJ^M:JJE)-?P #W#P7O\G'?(V$RLLWL\/DI68//M5RI'\5Y&:)CK3T3O\ M]&ZRV.PG9.ZI$K?XRG/+3CI,>;KBOP7B?)8@FJ0 3ZZR-^EGR6% MXZI2]JM&*/8,XC'?
U6]9;+#BJDB)V5&U*BOF5]JVN6=B^2L0V::G*;SUZ,>1 MOSBD>[!LU,@ !03HWWZ6U2SO'5^=7KC6KL& 1[E56TIYF09BFSO\EL M4%R:&9C4[JKK$J^Y/+'J;;3%X]FS37WB:2SE,K6 /\2RQPQR33/; M%%$Q\LLCW(UD<<;5<]W+V1K6-155?H0"+G*>\VN1-
ZSVSS22.JV;;Z^'AD\ M2?!,)4'MS M ?-7L3U)X+5:62"S6FCL5YXG*R6&>%Z212QO,V11K$[>SCELPK)&WZ(WM]_O69DKP M7FODIX[\=(L]B'A['IGGO?I./.-LSE:# X-Z.\+X\ADF M2HZU&OO]I0HQ33L\E3QQM1?)3KBIQWB/)RS7X*3,=4?555555>ZKYJ]^:JJ_ M2I137\
]R\#[]Q]R1@\C).L6'RL[,%GFN=VA^+LC+'$EJ5.Z(B8Z MU[.QW_"\,;D3\)47GFIQTF/.'7#?@O$^2PA-4@ M >&\A;=7T32MCVRPC7_ !/C99JT3U[,L9"9S:N,K.^4Q4;9R$\3 M%[+W1'+V[KY'JE>.T5]7F]N"LV]$5SNOX*JCO>B=O-ZQ>LUGS>Z6FEHM'DM;0O5
MISL7NR>K;A98KS,5.Z*V2*1%3^127,;3M/53B=XWCH^V M'T #'3] M-K5/'S+#F-MF=@*_!3EUGDE"4$X R*Z9-^ETSDO'8ZQ.K,+N#HM?R$;G+[- MEV=__-$N(WR;[6+(O;#XE\FQ6)%_%VXYZ<6/?SCF[X+\-]O*57R>H M !,_J[WV;.;M6TJI.[XJU&O%);B8Y?
9SY_(P,L32O*^"7X%CY8HF=T[QO M?,G\94-VFIM3B\Y8=3?>W!Y0Q&-#, 4PZ1-]EV#3+^GY"99;VG3Q? M '/=W?)@LDZ:2M%Y_*?\7W(I6=^ZHR)\3?)$3OBU--K<4=);M-?BKPSUC]F7 M)F:0 /X MJHB*JJB(B=U5?)1U%/I7^0"-O-.^R\BZHWX<[Q67IW7Y9\O)ZI.CF
_TQ[HW->Q MSF/8Y'L>Q5:YCFKW:YKD[*US53NBI[@^K(<)[XO(O'.!S]B1'Y6*-^)SO;MW M^-\:C(K$SD3R:MZ%T=E&_P 5LR(3W\R[Z;PY]_P"(;2YG:0 M !//K'WV2WF,-QW2F[5,5#%GU.VS34Y3>>K']";[S%(Z,(C4R %"^C M??
9+V+SG'EZ;QOPR+G<$CG=W)C;=A(LK5:BJGABJY"::5O9%[NM/[]NR(N/4 MTVF+QYMNFOO$TGR9O&5] 'Q3SPU8)K-F5D%>O%)//-*Y&1PPPL62 M661Z]D:R-C5557R1$ BSR=N]KD/=\]M-ATOL+MM\6+KRKW6GAZSEBQM5&IV: MUS*R(Y_9$1TKG.]
[E*F.G!2*I>2_'>;/ 3T\ /L5;5BE9KW:DTE:W4 MGAM5;$+UCFKV*\C989HGM[.9)%(Q'-5/-%0=>4]'WISCJM!Q7NC.0=!UO:>[M/A5^BV+*,8B-;%EZ3W4\FQ(^R>SC=<@<^-.W]3=<-.:/)$3TCFY9K\%)F.J0:JJJJJO=5\U5?-55?I4HIK^ M >Z^-
^ET#DK"6Y9UCPV;FCP&=8YR^R^!9&...&X]/-$7&W?9S>+LKO M9M>U/PE[\|U..D^L.N&_!>/2>2OQ-4@ !^?ELG3PF+R69R,J04,30 MMY*[,O;]ZJ4:\EFQ)V541?#%$J^_S/L1O.T=7R9B(WGHB=NFU9#=MIS>TY1R MK;S-^:U[-7*YM6OW\%.E$J^?L:51C(F?
||L3Z2I6L4K%8Z0EVM-[3:>LO%SZ M\@ /TL1E;^"RN.S6+G=6R.*NULA1G;[XK529D\+U3W.:CV)W1?)R>2^ M2B8B8VGH^Q,Q.\=5K='VFKNVHZ]M=-&LAS>,KW'PM=XTK6E3V5ZFK_XSJ5V. M2)5^E6$N]>"TUGR5*6XJQ:/-Y4>7H
>$B*URQS9"Q&UW9>Z,55^@]4KQVBKQ>W!2;>B+%Z];R=VY MDLA8EMWK]F>[=M3N\KE7\:E2(B(VCHF3,S.\]7U ^ M />.]SN\?[G@=KI*YRXNZQURNUW9+N-G1:^2I._B_[HIR/:U51?_P MN[=VH>;UB]9K+W2TTM%H6KIVZ]^I5O5)6SU+M:"W5F9^#-7LQ-
FAE;_SS)&] M%3^^2^G)4Z\XZ\L@ &%_6'O\F*U_$.!0F\%C9'+E,SX'=I&X;'SM M2G7?)EU-[]Q2/-.8V,0 !F?T>; M[)C=ER?']V=?@&PUY]3-J.;UX M_.&K37VMP3TE1HQ-H 2*ZB-]DWODO,OAG67#:[+)KV%8UW>%8J$ MKV7KC.RJQZW\@DCT>B(KH4C1?
P4[4<-."D>L\T[-?CR3Z1R>BSJX@ M%=>G??Y-_P"-,58NS>VS6 :,[K]![QUX[Q5XO;@I-D6;MVUD;EO(7IY+ M5V_9GNW+,J^*6Q:M2OGL3R.\N\DTLBN>KZH? M'F_'.Z7>/]SP.U4G2=L;=C^'UXU_YO<5.OL;UB]9K+W2TTM%H6KJV:]VM6N5)6SU;<$-FM.SS9-
7GC;+#*Q5[*K9(WH]? MR*2^G+S5.KYP '\541%551$1.ZJODB(GTK_(!&OF??)>1>0\]GDE6 M3&0V'8K L\7=D>%Q\DD51[$[N1]W7*^R]$54229W9>W8I8]<%(CS3,M^.\SY M/59T

[7-W MZ,6]%[.RC?XK9D0FY:<%YCR4L5^ M.D3YO:QS= !B=U;;_)K>CU=3H3>SR6Z32P6G,=V?%@:/LI,@G=%\ M3/AT\L4/GY/B65#1IZ<5^*>D,^HOPTX8ZRF.;F RPZ2=^EU[>Y-0 MMSJF)W*%T4+'N_>]^=H0RV*4R>)R(Q;E9LM=4:G>21T2+^"G;/J*;TXO.&G3
MWX;\,])4Y,+< $]>]/?I-OY(N8:M.Y^%TOVN$]1-?WB?E$_%?;RAC8=G JKTN;_)N? M',6*OS>US&F2PX.PYSE=)-BUA\>$M/5?^M:-]?WJKEK*Y?PC!]*<-]XZ2H:> M_%3:>L,E#@[@ #QK<=E]:=JN?VBZB/KX/%VKZQ>+P+8EBC7X-4:_L
MOA?;LJR)]O)ST/5:\5HK'F\VM%:S:?)$_-YG(;#F,GG]:R-V9>Z M(^Q;F?-)X&]U]G$US^S&IY,:B(GDB%2(B(VCHES,VG>>LORP^ /)-0 MV?):9LV%VC$R+'>PU^&XQJ.5K;$35\%JG,K>RK7O57OAD3Z6/5#Y:L6K-9Z2 M]5M-;1:.L+987+TL_A\7G,=)[6AF,?
3R=.3R[NK7]\=F%7(BJC7I'(GB3Z%\ MB7,3$[3UA4B8F-XZ2_3/CZ ,2NKG?9MS 8[V3[T2N:J.C^'VIX8OQ20I*WS15[:--3BMQ3TAGU%^&G#'64RS:W:G M?W\$->O&Z:>5_9%7PQQ,55[)[D'7D=.<]$5.1=SN\@;GGMKNJ]/C.Z]:5=Z]
M_@6+@_>,;2:G=6I\'IQL1RIV1\GB=[W+WJ4K%*Q6$N]IO:;2\]/3P M^U2NVL=>-WGX9(98T^GDX&=_E)"%?KR(SOYJSLO MTDS)7@O-5.EN.D6>-,G/1G6#-9^1NO8B2->TL M$EV*5]VXSR=T>$V*6/7LU&K_##[.](V.A=D15\#5Q^1=&]7JG=L*R
M(G;Q*]EWEY(IMTU-J\?G+%J;[VX(Z0PP- M+* 4:Z.]]DRVNY?0K\WCL:T],EA_&[N]V&R,S_A5=J=UW_'';7>61'96 M](^I7D7H 81]8^_24,3A./:$[HY M=;&_PJ[%U)W18RK(B+\]&WD87RJGEV=5;[^ZFK34WF;SY,NIOM$4CS3R-C$ M 9M='._24\WE^.
[TZK3S$,N;P;'K\F'*T8VID]\2=O%_N[',25>Z^% MOP1>R=W+WRZFF\1>.L->FOM,TGI*AYC; D!S]OTN_\DYNY'+X\ M1A99-?P;&N[Q_<=-*R6VWW(JY&ZLLWB[>+P/8U>_A0I8:<&.(\Y3QTT$TCNW997O1/<3LU.#),1TGFI8;\=
(F>KW8O>5=T;Q]H&R;2BL^%T**Q8MCVH]LN7O/92QC71K_5(F7)VOD1/ M^<3'+]'E[QUX[Q7R>,EN"DV1?LV,%VS8N6YI;-JW/+9LV)WNDFL6)Y'2S332 M/5722RR/5SG*JJJKW*?1,Z\YZO@#X]@<7;Q:X[WG [3 YZP4[;8KX^Z*C9F,=V[M0\Y*
<=)]Z8[\%XMY+2PS16(8K M$$C989XV30RL7Q,DBE:CXY&.3R5KV.147Z44E];Y #"#K'WZ2EC M,)QW0F\$F81,[GD8[LY<=5G6/$U'(BKXH[60ADE_>Y11LW;MX4^#.7WN7OEU-.47CJUZ:^TS25"C&V #\;8LY2UC
M9G8LB[PT<)C+N3M=OPG14X))UBC]_BEF\'A8G95L=E561>U=^]5H>_FE>I C8HT_BQL1/H*E M:Q6L5CI"7:TVM-IZR_/KR_9U[.Y+6,YBMAQ$ZU\EA[U>_4E15[>U M@>C_ &SXW*U?)5/EHBT36>DO59FL\4=86RU;8:6V:YA-E MQR_[BSF,J9*%BN1SX4LPMD?
6E5O9/;595=&_\3V*A+M$UM-9ZPJ5M%JQ:.DO MWCX^@ #%_JMWZ34N/6X&A.L.5W6>;%H]CO#)'A:S(YG@ &3_$J;_)O(<6N MVIO#A]U:S%R,<[M'%FH?:28:PB*OXR?A+8;W_!3MPU%.*G'6'&C3WX M;\/E*I1@;P M /_1W^ M M &%?
6EG9*NKZ=KK'JUN8S5_*3HWNGCCP=.*!D M;U3R5BRYM'=E][F(O\7RU:6/O3;TAEU4_=BOK*=1L8@ !8+I[SDF? MX=TBW,]SYZF.FPTOB\2N1,'>M8JMW_:)F*IP5IVIW^A]Y)G_M -]Y1PQMBA.SSODGY/1QU<0 #SWBW.R:UR-I.:CD]FVGLF*;9=^.A:
MM1T\BSO]'M:%B1O?S[=_I/.2.*DQ\GO'/#>)^:UA+5 !X5R/G7ZS MH.XYZ)RLL8O7,O9IN3R[7DIRLH^?=.R+<>SNOO1/Q^X]4CBO%?F\WGAI,_)$ MLJ)0 SBZ*L[)'F=VUETBK%;QF/SL$2O\HY,?:=C[4DWRU:6/O3;TAEU4_=BJ>!L8@ M !8?@#.OV'A_1[LKE=-6Q3L-
+XO-_? V[&&B5Z]U[NDKTF/[]^ZH[NOG MW)N:.'),*6&>+'$_)[B.;J ?!:LQ4ZUBW.Y&058)K,SU5$1L4$;I9 M'*KE:U$:QJKYJB#J=.:&&9REG.9C*Y]XJNMY?)7LI:=DP.6QZQ MJJ(U9Z,;,U%+V5457QQ8V5J=N_D]?[Z<-3&^/?TEHTT[9-O6%1S W@ M
#&7JTSDF(XCLTHGJQVQY[85_A7L_V:V.U*B*BHY&/^)T8[Z%:_PKY.\^ M^GC?)OZ0X:B=L>WK*6!O3P !4?I%SC\IQ\72N57:YL65QD35[JJ5 M;3:N9C5%\T5JSY25]?B\/XNW?!J8VR;^L*&GG?'MZ2RB.#N)A=7 M^-?@^O:
[CZ]8OE>%MK(OGR5B9._EXI:]B!JJGEVC3Z44W::-L>_MK+!]9WR;>D,4S0S@ 'WL9D+.(R6/RM)_L[F,O5,A4D3NBLLTIX[,#T M5.RIX98D43&\;/L3M.\=5T*%R+(T:60KKW@O5*UR%5[]UBM0LGC5>Z(OFQZ? M0A)F-IV58G>-WVP^@
'U;MN*A2MWIU5(*56>W,J>:I%6B?-(J)]*^! MBB.?)\F=HW0PRV2LYG*9++W7>.YELRL6IW*J^:^*655*T1M& MT=$J9WG>>LOSP^ &4_2'G9,9RH_$^T_>-CU_)TEB5>S76J'LLO!,B M=T[R104IFI[^S9'?WTX:F-\>_I+1IVR;>L*A&!O &/6MG'NNZ-
MK3'"D<57*YRRSS[2/L2P4*3E^CO"VM81/^OS9I8Y39CU4]*L%#4R M "UG%N=DV7CG2UO%.NR_])+\%6.M??\ R>*Y]>WT?R^\F9(X;S' MS5,<\5(GY//3P]@ "+G+N=?LG)V]9=[O&V;9,E6K.5455HXR9<7C^ MZHKF^5&G'[E5$^A>Q3QQPXXCY)F2>+),_-ZY/;F
>Y^GS./P',D6 M&O\ #'D,HN#G9XT8V5FU/I=QOTG/-&^.77#.V2%@B:I M #U#SUG9-=XAWK(0O]G/+A_BB)R.\+T=GK5;".=$]?*26.+(.>BI MYM\/?R[=TZ88XLD0YYIVQS/R1T*28 *%]%6K8IV?9^]41KL/&KD\D[O3\.F/51SBS;I9Y35F\96H 3
M]ZU&*O1R>^\VG%%>=]'=%MQ MO_ODN\<-YCYJE)X]1/R><'E[##SK, MSDE+1=;$MBPB>+]]]X>G*]87?Q?#\+OOO[+Y]V)V]RFG31O>9](9 MM3.U(CUE-DVL(KCTU9V3.\.:HZ=ZOL8EM[!2N7OY1XR]/%18G?Z M(\8Z!O\ Q?\ $D]/&V25'!.^*'O@Y.P M
$U^LO.ON[]K^!:[O7P>MMLJWNGR+V9NSNL] MD15[(ZI0K>_L]_B[=E7=IHVI,^LL.IG>\1Z0P^-#, ?-!/-5GALUY M'0SUY8YX)6+V?%-$)]I(&+]#F/:BHOXT#ZN5KN6;GM?P6<8C49F<-B\LQ&.1 MS4;D:4%QJ-9R65?XE5?#\.N3 M66OM[_@LB;
(C6IY(U](B=D3L5:QPUBOI"5:>*TV]9?@GUY ,D>E+. M/Q',&*I>-S8=BQ=8P\R=_D*K*;LO7\:?2JV,4UK5[*]*[\2]<=1&^/?T=]/. MV3;UA5@GJ M 'K?F#.2:WQ?O.7AK(WOXHK>1C^+:DS>R.\X;%MKD\NWEY^1 M[Q1Q9(CYO&2>'',_)%XI8 SVZ*)]XG.56=U[-D>E
MFA?=V]WRVQUD^C\'Z?HR:J.EFS2SU]SS,C6 M .8/ZS#\[WSW^9'[/U.Z>4-/X4)^H\6?9LP^J-_-O< MV?!N\D?4/TV&?4^)'M_N^F\.??^(;2YG:0 M !%?E;.2;'R3O&8D>LB6=ERL5=SO%W2C2LOH8]B^+LY/9T:T;> MW9.W;W)[BGCCAI$?)+R3Q7F?F]?'MX
/=W3IG9,#S%ILK9%;#D[D^M"LL_#-'EZDU."-WA\U1MY\+T^CQ,3OY'+-&^.7;#.V2%@RJC[T6]8;=+/W9K\V:YE:@ !/;K5 MSCY,YI.M-?VCIXK(9R:-%_#?D[;:%=[T_P"L3<3*C?!\ K]W_!;-+'*;;>JG MG%?DP?-3(+;\=YQ^S:'IV?
FD]H8RNMX>W;>KTD5;TE&'XBKY+W3S1%\DEWCAO,?-5I/%2)^3S(\O0 !CWU0YR3"\.;!'"]8 MYLW:Q6#8]OO]G9N1V;;/Q=I]%.5B_P CCM@C?+'R<<\[8Y^:3103@ M !3/HYSDF0XXRN&F>KEP&R665D7W1TLG5K761IY?]7WPAWO_(W_#_#]8VO
MOZPW::=Z3'I++8SM(PWZSL[)3TK5]?B?X$SF?FNSHCNSI:V$IJB MP]WW.B^%92%Z_B=&W_CTZ:-[3/I#-JIVK%?64WC:P@ "NW3?G'YWA MS4))GN?8QE>Y@Y5.*DQ\GND\-XGYK;$M4 'BN\YIVMZ7M MF?C=X9L-KF9R5=43NOPFIC[$U9](O=.[IV-
1._EW7S\CU2.*T1ZR\WGAK,^D M(@JJN57.5579'21YI._FG=&)[^WEEU4?=BWS:M+/WIK\E$C&V@ M ##'K1SCZFHZEKS'N9\=9VWD94:O9)8,'2;$L;_IFWI#+JIVK%?64Y#:Q "OG3KG9,_PYIEB=_CL8^G9PZHZ*Q;:Y%]R*GGY=SWCCBR1'S>, ML\..9^2+Y32P
!GQT49R18][UN1ZK#&_$9RI"\KPMDF;:H9!_]:BO M;!53Z%7P_3V\LFJCI9LTL]:L\3(U@ "6/5IG9,KRY;QJO58=:PN'Q M<;//P));K?'DTB)[E>_XU:UR_B8B?1Y;]/&V/?UE@U$[Y-O2&&,AW9P M #]? 9>QK^=PV=J*J6<-E,?2E*ZM7LOMJ%*U*&G?R\E=$B'RT<43'K#[$[3$Q
MUA*.:)WBBFC9+&[LK?%'(U'L=V7GYMB4^Q&\[/DSM&_HACQ*Z::1?Y7R/5?^.J].25,[SO/5]8/@ !EQTR_K[^)M5K-5_\OLZD3Z2TZ:=K[>L* M8F%N &*/6#G7XWC&GB(G=G;%LE"M8;W1$?1QT-K*2>7?Q+X;U:M] M';^5%[=[&FC?)OZ0Z0SF=L>WK*8AN8
!5SI6SLF:X?Q->:199=?R> M6P3GN?XW^SBG9D]T;O>K$@]9..K5]S&M^CL3]1&V2?FH:>=\!?LR-.+N M)6=6&>DR_+V0QZO\4&M8C#X>%&N\4?BGJIFK#D1%5]2^VRRL>OX7]VB M+^^"B)OT\;8]_5/U$[Y-O2&&3OA+-
I&HCNS51_LNRHOD]+V7R/EHXJS'K#U6>&T6]7+CD9+&R6-R/CD8 MV2-Z>YS'M1S7)_(K5)2]_P!@/2*4?G'X'ASY%QLTW=$1>2)^+NJ=<,;Y8>]Q?$S]NJY"'"NJ*L<&7,ZYALE/Y=NUFYCZ\]EJH^-D[W) M^+R\B7>.&TQZ2JUGBK%O6'E)Y>@
!$CD/.2;+O6WYV1ZO^ ,]BRUB) M7>+Y%5;DK*<*([LY&P5&,8U%\T1%2D<-(CY)/S>&GIX /?O M3+G9,)S'K#4D5E?-,R6"MHGB_?([M&:6K&O;OW3XSK0+Y^7R?H]ZK>8ON M7L_&NF3^7O\ B.N"-\L.6:=:L4I%%-%-%(>C'.R7-*V?7Y)/"^\1]:
OAA:G?Y,?PK&3/3R\W/=_P 6+4QM:)]8;M+.]9KZ2S(,S2 M)#]1V8MPD5RK#B[5;!UF+W[1,Q5."M.U._P!#[R/OO*.&-L M4)V>=\D)Z..KB >><79R36^1=*S4;UC;3V3%)85%[*ZC9M1T\C'W M[IV]K0L2,_%%\KS[IY'G)'%%28^3WCGAO$_-:TEJ@ \+Y'SK]9T'<< M]
[P6,7K>7LU'(])VO-I3-H^:JG9%MN9_+^)%7LB^J1Q7B/F\WGAI,_)$ $H]_M0 SAZ*LX^/-;MK3GJ[X]>+QVR/W_OSEGG-?DH08VP 83]:>=DK:WI>MQO[,RV8R.7L-:[LY MS<)4AJP-D1/-8GOS3G(B^2NC1?>WRU:6/O3;TAEU4_=BOS3N-C$
M+#=/^+&WH<'79W54BCP]6&E M,UO?LO:2Y%+(O_/3U^@HX8VQPFYIWR2]) '5R /87$^CYACW M1MK;)BXK+FHJN^ WK#,?D&HB(JJKZ-J1.WT]SQDCBL?)TQSPWB?FM.3%ZM, M8S=6>=DQ'$=JG%)X'^G<1A7]QPU@8MC,S(U4\T:Y,0C7+[E:[M]/
M9>^GC?)OZ0X:B=L>WK*5YO3P !4?I%SC\IQ\72N57:YL65QD35[J MJ5;3:N9C5%\T5JSY25]?B\/XNW?!J8VR;^L*&GG?'MZ2RB.#N)A M=7^-?@^O:[CZ[8OE>%MK(OGR5B9._EXI:]B!JJGEVC3Z44W::-L M>_K+!]9WR;>D,4S0S@ 'WL9D+.
(R6/RM)_L[F,O5,A4D3NBLLTIX[, M#T5.RIX98D43&\;/L3M.\=5S\?=BR5"CD8._L+]M=A[^_V5]%D\??W>?@D0 MDS&T[*-L3O&[[@?0 M ?_2W^ M M $^^MG_HZ<>_]*&Q?]-&(-FEZ6^C'JNM? MJP:-3(*H=)?7^_3^1X4*
$5.5N_VT.2/%W[_9YM_O\ Q?9!D/#[_H\/\/M_(4\?AU]H2\GB6]Y> GMX M /T,5_T=;,_P!+]/ Z:(Q/1]CJNR258 >F.H;VOF-\]C M[3Q_%E7O[/Q>+V7QMC_J;?
M]ZU&*O1R>^\VG%%>=]'=%MQ MO_ODN\<-YCYJE)X]1/R><'E[##SK, MSDE+1=;$MBPB>+]]]X>G*]87?Q?#\+OOO[+Y]V)V]RFG31O>9](9 MM3.U(CUE-DVL(KCTU9V3.\.:HZ=ZOL8EM[!2N7OY1XR]/%18G?Z M(\8Z!O\ Q?\ $D]/&V25'!.^*'O@Y.P M
(C4R "JG2;[7J3N-H^ 3.SS'Q Q]7%_J;^6I(]S!FP9)?LQA<>:H^@&&S)@]LJ>^G3W@G7H%J/)>VGXCZC*)+*-WJG?SIC8<6&ZDWW9D[*WT?2J8DT%JBMAE$:'(`.N?2]?(^U69G_V+X_-SU(+_?]=I4,]_&>K4O-<,6&@Q0.X/2A!L)PKP^IAKNHI,%2S/F@GA'#&(T8GHZN'?A7;<G/CV=55#E9+*.WGS/>]^SV0G7\S.R+-O'&0L]&(KY-[HU?1O[(Y:J.'H>6$%9+$
MR5Y)RB ,-NM'VGV#ZGV\'LOLK7Q]ﾞ_%[3VGQ1? MJZW?Q%ON$\J=0?/G9CAR7]4,4KQY'0LFE:\.4I8J'QA2HB0&6RZ$C*R)T(M:SXUVZI^CJIS(H>NX#!2@L(!VZ:B.MPR=R9%,T<.1S[8AKUVXZK!(6"!SK5]CVRZ4 1^<JFT>4O71(M72?L0-E1?@5>P+#BX?6ISOJ*@
/$]]\7V#;IX/%X_L3V/%X[(>I:A"K1DJ8'9NV(8C1_1]J/D?2C$T4>=KXY*Q-\]%YZ>+QU,QO)4&J7\XS'@U^;2*FYA:RB$^GFR@+/5WI0:.QFKJ.(+N@T!<UW;W:NB3>&A"^!Q#/D8;H9F1+PH88[V\.$8+K(YKT>U+!Y5:.
[RVB?]*&0_TWDR=F\65+!X4/=9R=0 !"K-K*N9RZS^VZ^ MWWAY.(HSRM[NQ$N:@ZB*]SXUSAZ%.Y&*L"I(!4<X?;@/8LOY%#L4#IG81+9OSO=4'IY0#L8PT<$M\?]!:Z3]O'.W4M+KW66+N.&)%]1+]DZ.U^O2+=A?-?MAQXQ_V*M]AL=5BI7
(NYWT_BQ[.&H*? M=*$17^0_7^*M0/B(A_A$&2Y]L9T^).,3N::H"6OBO+GHX__1=O+/CDTJE4V+_0HCPF:FSZD%D78NG%3-+8R9%N<,:8MUKX<$?<>4*+6)G@G2TL0A]K.5HJ3B9=N8A0E4"D+%-NE<DS0&+4\N6&C[6O4@
"H/1__+T]G\|LQ_TQ8@PZGQO/HWZ;P_JRH M,[0 !*7 M7J[5'57'4=/N@#E8)M?S+$[M^9L5X[4+1(E$ZR1JH[=)W]TFC'PA>J^'2-OT<^!B@J8ZQE;NW@4.Z&R*?Y;9U&KN=O^O)4QKVO$B^N2WCC/_V'$.3L7L<%SD[W$%?:S9*ZKWQ@P&Z-59KG[:]EV\@UK$@

]85541APU&/BKQ1WH_9HT^3AMPSW9_=3XP-X M >E.>N3?M8Z);R%*1B;#F'NQ&O,=X7+%Z?)+&O?Q1XRNBR)W16+,L M;7>3O/KBQ]I?:>['5RS9.SIO'>GHD++++/+)//))-/-(^6::5[I)999'*^22 M21Z]^221Z]KG*]]]J44Y\8? %4NF'E";?=+?ALQ9]OLFH?!Z%F65_B
MGR&(D8]8K(2.=\J6=B0O@F=\I5=$U[U\4A@SX^"V\=V5#!DXZ;3WH9+G!W M ">O5YR?+;" U,@ #RK2MOR^B;/B=IPD MO@NXNRV58G.5(;M5WR+="RB>;JUVNYT;_I1'>)O9R(J>;UB]9K/1ZI::6BT= M5H-6V/';=KN&V;$R>TQ^:H07]_=45\7M6?
OM.;MY)8]3HZ*1/XLC%3Z"9:LU MM-9ZP]5M%JQ..DOWSX^@ #Z>0R%/%4+N4R$[*M#'5+%Z]9E7M'7]5 M(7SV)GK[_#'%&]K_'A$;SM'5\F8B-YZ(S\I\A9+DS![TI541/D^V.D8Z\,=4W)>OL]&Q^#P4I8D5>S$RJ-2L]$3N^3V*^ M2-7OGU&/BKQQUC]FG3Y.&W!/2?
W4X,+< &&G5MRE-@,+5X\PMGV M62V2NMO/31/[2UL DCHH]2*WLYCLQ8C.>D,VHR M;1P1UG]DX3:P@ /T,5E+^$R5'+XJU+2R6,M07:-N%?#)!9KR-EBD;[T M7PN:G=%14I$JJV MCF*G:*_61'*Y[8ED[21>)5+NQWD]5V1H](J+W MHX*LUN=S-8SSX,7LD*JOL
MHH'O5*F6\/B1]2XF>57]]LKO8.E:B=W)VY9L?:5Y=Z.CMAR=G?\ QGJKNBHJ M(J*BHJ=T5/-%1?I3^0G*+^@ '@/)V]4^.=)S>UVD9++2K^RQM1[O M#\.RUI?8X^IY?+5CIW(Z56HJLA8]W;Y)[QTF]HJ\9+Q2LV1GS&7R6?RN0S67
MMRWLGE+4UV[:F7N^:Q.]7O=V3LUC$[IFM:B-8U$:B(B(B4XB(C:.B9.S,[SU M?F!\ 45Z1>4)T\<=)ZMNFR;QP3UCHS4,K4 &%W5QRC+A, M35XYPUAT5_8*R7=AEBUR*UV5L0O]]GO]A'X516RFK3X]YXY MZ0RZC)M'!'64YS8Q /T<3ELC@LG0S.)MRTCXW
MIW[M+UBSV >'L M ?B['G\=JV!R^QY:58L;A:%G(6W-1%D=%7C5_LH6]K4DL3N1&1M[IXGN M1/I/M8FTQ6.LOEIBL3:>D(O[WN>6W_:LMM69D[VLG85T5=KG.AH4H_WNECZR M+^#!4KHC4^E[N[W=W.55ITK%*Q6$R]IO:;3U>('IX 9K=(O*$V.S,W M&F6LN=C
W'))%(R6)[XI8GMDCDC*[OMN.T75,YM>47O4PU)]A(4;6BE9M/2$7MGV3+;?G\ MKLN7MR6[,BJ[P,\79L-:!KG.6*K4@:V*)G?LR-C6I[BG6L5CACHF6M M-K3:>LOP3Z\@ ,]ND'E"61UKB_,65>UD5G*ZH^5_FQK%]ME<-%W\U;V M%$R:G'+](^K9ILG^_.?HSS,C6 M
!@7U>\HS,?6XOP]A8V.CKY3;'Q.[.D1_@L8G$/[+W1G9&VI M6]GRN\/9>R.1=>FQ_P"_2?HR:G)_OSCZL"C6Q@ /W]6V7+:?L&*V;!V M/@^3P]ME]L]?$L]VFMHM' M6%H-(VW';UJF#VO%KV]9FDRPL*N1[ZEI]NAO497)V19]-R)\3E3R56=T\E0F M7K-
+36>L*=;1>L6CI+RH\O0 M !XAONX4-"U'.;9D>SX<1 M2?+#75_@==O2*D%"BQWF].N7)&1]^R^%'*Y?)%/5*S>T5CS>;VBE9M/DC!L> MP97:\YE-BS=E;>4R]N2Y;F7OX?&_LC(HF]KECKUXFMCB9W[,C8U]>2(4ZUBL M<,=(3+6FT\4]9?B'UY 9_]
(7*,MJ*UQAF+'C=3AGRF]RRO^7\&1_M, MGAVJOX20.D6S"GF],67^*U])DU./;_=(^K9ILG^_.?HS],C6 M M M ',']9A^=[Y[_#(X)^IW3RAI_"A/U'BS[-F'U1OYM[FS]-WDCZA^FPSZ MGQ(]OYEWTWAS[_Q#:7,[2_;
M>ISE&;0=+9A\/96OLNW?"*%6:%_@L8[$Q,:F5R,;F]WQ3N;,R"%WR7(Z5TC' M>*([X,?';>>[#AGR<%-H[TI6&]/ ?)%+)#)'-#(^*:)]8I8GNCDBD MCE:[8L,],/L+4*.EMPQM=7R M7@:C>S,G55LB]FHQ)DD:WR:3LV/L[[1W9Z*.')VE-Y[T=7NTY.H M
3#Z]>49=LVY^EXRPOV/:?9D@LM8O[W?V1B/AOSR=G=GLQ:.=5C1416R),J* MJ/3MNT^/AKQSUG]F#49.*W#'=C]V*1H9P 'L?BKD/(<9;GB]EINF?3; M(VIG*$3NR9+"SR,^&55:]M8LS$:DL*JO9LT;%7R147QDI&2O#YNF.\X[<7DL MO0O5,I1I9.A,VS1R-
2M>IV&=_!/4MPLL5YF=^R^&6&1')_(I,F)B=IZ]43O& M\='VP'@ #\#:=CQVHZ[F=FRTGL\?A:$]ZQV5$?+[)G[U6A[^2V+RMI\WLD[E55]5K%*\,=$NUIO:;3UEXL?7D !G# MTA\HRU,C/QAE['BHY!+.2U=\K_\ FVR$;76,EBXU=W_>;T#76&-[HC98Y.R*
MZ7RRZG'R[2.OFUZ;)S[.>GDH08VP ,8^]#E&71--9@<18=!L>WM ML4X)XG^&;'8>)&-R=UCD[NCGG;,V")?)45[WM5'1G?!CX[;SW8<,^3@KM'>E M+(WIX #Y89I]\T5BO+)!/!(R:">%[HHH9HG(^.6*1BM?')&]]*UR*BH MJ=T#ZKWP/R7]LW0J62N2-
78,2_XGV%K6HSVEZO&QT-]K$]X,E5>R5?"B,25 M9&-3LTG9.D8Z]>?FF9+SDMOY>3U>> MW, !E%TN.FK)7]D-#/O1L6,O1HJ^&/X8Y&U9> MW;Q(^-SE[1(APU&/BKQ1WH_9HT^3AMPSW95',#> 'I_G'DA.,=! MR.9K/C^/;[FXC78I$:]%R=ICU6VZ-WB1\6-
K1OG5%16.>QK%[>-#IBIVE]O+ MS<\M^SIOY^2/EBQ/;GGM6H;%FS-)8L6)WNEFGGF>LDTTTKU<^2661RNZE+IRCHF]>?F^$/@ "HG2URC+NVH2ZQF+*S[#I\<%=)IG^*?(X*7 MQ,Q]E[G+XHJ*QK7E=V5?"D3G*KG]JX=1CX;<4=V6_3Y.*O#/6&4IG: M G_
-7O*,LUROQ?A[*MK56ULGM;HG]O;VI$;8Q6(E*HJQUHE;:D:O= MKGOA7R6-39IL?^_2?HQZG)_OSCZL%C4R /)-1VK+Z3L>)VC!S^PR.) MM,L1=U7V5B)46.S3LM:J*^K=KO=%(WNBJQZ]E1>RI\M6+UFL])>]VFMHM'6% MHM1V;';EK.$VC%.\5'-T(;L35B-
G+G(M[D[= M1Z56>S551EBSW6:;\CD\4;53;I\>U>.>LL6HR;VX(Z0PV- M+* \UX]WC*\=[;B=]Q+G++0G1MRIXU9%DL;,]-O8Z?R)]*GF](O7AE[I>:6BT+083,X_8:1WDBNDD>]KV1 M$3Z"G$1$;1T3)F9G>>KZ0? %)>DKE&78\!:T#,VG39;5Z[+&%EF?XI
M;6N*]D"5D5>[GKA;#VQH]KY031-1.S%,6HQ\,\<=)_=NT^3BC@GK'[,Q#,T@ M !@]U=\I2X^I5XRPUCV<^3@BR6T31.[/9CED5[/ALD2S3 M-\G+$V-/-DCD75IL>_\ ND_1EU.3:.SCZI[FQB ?KX#.Y364Q-N&[2L,_B2PN[^&1OX,L$K>[)&+W;)&Y6N14547Y:
(M'#/27])FL[QU M6=X[W2CR%IN"VRBC8VY2HBVZJ.\2TZOD:2]_E*VOC"*B*^/PO[=G(M3+UFEIK*G2T7K%H>:GEZ '^7O;&USWN:QC&]][W]C6L:U.[G.6/VS ME[(Y(_9L7ND:%+%C[.FW]T]4W+D[2^_]L='IDZ.0 #(7IQY2FX\WBM0 MO6?
#J^TS5\9F(Y'JH*=I[_9X[,)W\HU]32>"5WN6O(]5[JUG;CFQ\==X[T.^ M#)P6VGNRK(3U /6?+W(,'&>B9?9G)')D$:W'8*M)YLM9NZR1M) MCV]V^.&NV-]B5]*BNAA>B+W['O'3CO%?)SR7[.G%YHW9#(7N9/)69;F0R M%F:Y=MSN\">L?LR^,S2 $NNJ/E*;^M:?8EJ
M>&)_>+(Y]O>+)79/#V;(VD[O6A1?%X?!(]]I51-^#'PUXI[TL&HR<5N&.[' M[L6SNS@ /9W$?(M[C'=<9L,#Y78U\C*.?I,5?#>PUB1B6F>S141]BMV M2:'\4K&_0JHOC)2,E=O-TQWG';B\EDZEJM>JUKM..S4N5X;56Q$Y'Q3UK$;
M98)HW)Y.CEB>CFK]**3.G*>]GUYQT?8 /&]PVC':5K&;VK*J[X# MA*,MR6-BHDEB1%;'5]0J[Y*3W;4C(F=_+QO3OY']M9M:*QUEYM:*UFT](1=V MW:KQP^O(#.OI"Y1ECM6.+LO85]>PVUD]3=(O?V-B-K[66 MQ+%5RJD<\2.M1-1$1KF3*JJKT1,NIQ_[](^K7ILG^_.?
HS^,;8 M&+/5-RC-I6HPZQAK*P;#N#+%=TT+_#/CL#$B,R%ECF]W137G2)7B=Y+X5EQ/4G@M59I:]FM-'8KV('N MBF@GA>V2&:&5BM?'+%(U'-G/S6#X/Y(;R=H6.S-A\?QY0< MN(V*)GA;VRE5D:_"VQM1J,AR5:1D[41$8QSW1IW\"J32EBOVE-_/ MS>X#FZ
!+3]@Y1EW7=)M8QUARZUIUF>DQC'+[*_G8U=!D[[^SE9 M*VL]KJ\"^:(UKW-7M(IOP8^&O%/>E@SY.*W#'=AC"=V< ![2X?Y(N\8 M,KC<_$^9^)F>RCL5&)>Z7BHOXE)G3 MEY]?5\X !Z5YYY,^UCH=S(TY&IL.7>N'UUBHU_LKL\3W39%S%7SC
MQE5KI$54IR<^SCIYL(#4R /*M*V_+Z M)L^)VG"2^"[B[+95BK]U17Q>U9^^UINWDEBI.CHI$_BR, M5/H)E]S6TUGK"I6T6K%HZ2_?/CZ /IY"_4Q5"]D[\[*U#'4[-^[9 MD\HZ]2G"^Q9G>]=U1D4,;G+__"((C>=HZODS$1O/1&?E/D+(\F;GE-ENNDC]
M/D=5PM!Z]VXW#0/>E*]B(JM]LYKEDF]R]]]]]]] MI13GQA\ 53Z8^49=^TMV'R]E9]EU%*]"W-*_Q3Y'%2,)/ [R[5V1IV[^)5HX*DU]=6ZSGGU\7LD+G+[**N^16U M_9)<3-*KU7LJK Z5B)W$5'(CF]CFN1% M:Y%[H]+YH]*GDJ*A.47] M__M_]3?X M 8 MS=5^UR:
[Q9/C:LOL[>V92K@U*]I$QS639#)/3O[XY(ZC8'_$^&?_C3OIZ\ M63?RAPU%N"'M'64KS>G@ 'RPS2UYHK$$CX9X)&30S1.5DD4L3D?')& M]O9S'L>U%147NBH'U;/C[9F[EI&K,/W;[3,X6E:MHQ$1K+_LDBR,34;Y>&&_M'(Q/=Y-]R>Y)=Z\-IKZ2]4MQ5BWK#S$\O0
F%U=[7+F>2H==9+X] M6HXFK7]DB]V)D\O'%D[LR+[O$ZI)5C5/H6+\?=#=I][4XO.6#4VWOP^4,4S0 MS@ 'OCIMVN35>7-:[R*VGL4C]7O,1>WM4RZL9CV_B^3F8ZSOQ]D5/I M.6>O%CGUCF[8+<.2/2>2N).40 !^?ELE6PV*R>8N.\-3%8^YDK3D]
M[:U&M+:GY"I$16(B.D)4S-IF9ZR_(/KX 4=Z--L MER.I['J-B17NUO)09"@CE7NRAG$G=+!&G=4]G#D*4LB]D3LZQ]/?RQ:FNUHM MZMVFMO6:^C,PS-(Q@ZL]LEU_B]V(JR+':VW*5L0]6]K7MQM=K\C MD'-GGXF3*GT]T[Z>N^3?T<-1;AQ[1UE+4WIX !\T$\U
M6>&S7E?!8KRQSP31.5DD,T+TDBEC>G96OC>U%14\T5 ^K;:'LC=PTS6-G;X$ M?FL+0O6&,3LR*[) Q+\#?^>:]ULC/^Q27>O#::^DJE+<58MZP\M/+T M (NY$\EDJJM/"7AI%?DF9+<5YGYO7)[

EMSFOU4,,;8 M /4'/&UR:=Q3MN5K2+'>LT6X;'N:[PR,M9]9F.]M$[S[2U*]B29O\L9TQ5X MLD1Y.>6W#CF?-'4I)@ L#T^[7]M_$^JW[4OMK^/K2X&^]5\3UFPT MKJ==\KO>Z6?'L@EO?O[UG9J\.28\E+#;BQQ/GT>Z#DZ@ "? MG6CM;Y,CJ6D0RJD-
2I/LV0C:O=C[%N2?&8OQHGDV6M#6M+V]_AG1??<7;6_2.0-4V5)5B@Q^7K-R"HO9'8]XJTL MJQ>_R?/'V).W?R1W9?H/.2O'2:_)]QVX+Q9:LEJ@ 18Y5VN3=N0 M]LV-TOM:]W+V8L&D1\DO);CO M-GKT]O
!G%T7;7)#EMLTF:15KW;,.R46.=V;%:HS08[(HQ/:_]_MEU5>46^C7I;W;NB21)W3Z4$QO&T] M)?8F8G>.L+A8++5\]A,/G:B=]N:Q6/RU9%7Q*E?(U(;D**[LB.[1S)Y]D[D] M8VF8GK"K$[Q$QTE^J?"T 28ZF]KDV?EO/0-E\='66P:W28CE5K'4 M6K)DE5O?
PI(N6L3M54\U:QJ+[O*C@KPXX]9YIV>W%DGTCDQ].KB 9 M1=)6URX+E!F"?*K:.WXRWCY8E5?9_&&.AERF.L.\T_?&,KSPL]__#<*GT]T MX:BN^/?SAHT]MLFWE,*CF!O &#?6AMDD&-U/2J\JM3(6+.P9-C7> M%7044^!8N-_;S?%+8L6'JU?+QPM7S5$[:M+7G-
OHR;JW**_5/HV,8 M!Y+IVQVM0VK7]FIN>D^$RM._X6=O%-##,WX567N](K+=57Q.3NG=KU\T/EJ\ M59KZP]5M-;1:/);ZO8AM006J\C9]]F&.Q!*SS;+#,QLD4C?QR*G\BDKH MJ]7S #X+-F&G6L6[#TCKU8);,\B^Z M.&"-TLKU^GLUC54=3HB!M^Q6MNVC/[-
<5WM\YE;N15CU[K#%8F>ZO614[IX* MM?PQM3Z&L0]UKPUBOI"5:TVM-I\WCA]>0 "@_1?M[FPY!'U,FQGTMBBL5H'=O=XYG+Y*]]\>]KSBS9I;C;/9TS<-RM567*,DD3D[IW:]3S>O%6:^L/5+<-HMZ+=Q2QS1QS1 M/22*5C)8WM\VOCD:CF/:OTHYJHJ$M5?[M M
.8/ZS#\[WSW^ M9'!/U.Z>4-/X4)^H\6?9LP^]-_-ODE5M+<,59]>S5?#&N3Q,4N4H3/5?+Q-JQ6HFI]+IN MR>:HB\-37>G%YPT::VV3A\IA4 P-X \1W[96Z=I6T;.JL]IA<+?N M5FO1%9)>; YF/A\^-G_8QZI7BM%?67F]N&LV](1)FFELS36+$CYIY
MY9)HI"*Z2665ZODD>Y?-SWO)[\?*V/(X]Z_B9$VV^!B?0V!#!]*[9-_*84-/;BQ[><,G#@ M[@ ###K,VN2A]NMZA7E\#MAR4^2R#6.5'.H81D7L8)6HO98I[]YDB M=T_#K?R*:=-7>TV]&;4VVK%?5.4VL(!^QK^;NZWG,1L&-?[._A.=C).WX44O@\+V^YS%5%\E4^6B+1-
9Z2^Q,UF)CK"X6*R-;,8 MO&Y>F[QU,K0IY&J[R7Q5KU>.S [NGDO>*5"7,;3M/6%6)WC>.C[Y\?0 M ![W]1VM^U..^C?XJ>TR\EAWDGN?;NM M'!7AQQZSS3L]N+)/I')Z(.KB 96](>UR8;DF?7))?#2V[$V:Z1*O9 MJY/$1RY.E*]]T1%;3CM1I^-9$3\1GU-=Z<7G#1IK;7X?
*84\,+> M,18[FU7:FN1N8]6R-JV$ENY->R>;HIJ%)\#_H[3_RHB]M/ M7BR?*.;CJ+<./WY)1E!. /]L>^)[)(WNCDCQS> MSFN:Y$%3S10^K6\9[2NZ:#]>SO5%L97#59+JM_!^,JZ+3R:-_$Q,A7E1/Y" M9>O#>:_-3QVX]1;Y/.3P]@
"9G6%MU6.GG+::SD6>YLL&;55]R>S\U1.ZG+-7B MQSZQS=L-N')'I/)7LG*(_^I?NU\;1N9&V_V=2A4L7;4G;O[.O5A? M/;_M]/ACC51$;SL^3.T;ST0^V?/W-IV+-['D'*ZYF\G_V<%RDCU_YZL?\ /L>IKM:+>K;IK;UF MOHS7,K4_;:.JK;)-;XINT*TBQV]LR%77FN8Y6R,I/;+?
R;O)4[QS M5*2UWIY]VS_\:=]/7BR;^4WKR2I-Z> ?[CDDBD9+$]\4L M3VR1R1NQR(J*B]T4/JV/'.S_&9Z+]NSJK5FR^%IV+B, M]>%N1CC^#Y*-O9$3PQY"&5]>2>[W)[B7>O#>:^DJE+<5(MZP\U/+T M ?B;+FZ^M:[G=BM(BU\'B,CEIF=^RR,Q]26TL3?
QOE]EX6HGFKE1$\S[6.*T M5]9?+3PUFWI"V2R%O+9&_E;\]SWLG=M9"[.[*:W=GDLV97?RR32N5?]Y5B M(B-HZ)4SO.\]7T@^%,^CW:WYCC_)ZU8E62?4R)[C#].[7XO6&_36WIP^C+8SM G9UG;7):V36 M=-AE_P!RXC%OSEV-J_)=DU6*JW*P8_)_*[,=BLJOQ=?
61]]FO M2""PLK47R1\;5\E1%3QEKQ4F/-TQ6X;Q/DLV3%, ?QSFL:Y[W(UK M45SG.5$:U])W5SE7LB(B)Y]!$KD/:9MUW?9]HFD=(F6R]J:KXO?%CHW_?& M5_H7M6QT,4?N_"5*5X:17Y)=[<=IMZO##T\ &>71;M_\ ?/:TNW;R3PK^,R:JO2WT;-+;K3ZL]S(U@ M
#T9U';7)]?$FR3UI?97LVV#6Z3T*W%CB?/9[3.;H M)S]9FV27=IUS389%^"X/%OS%QC7*C7Y'+R.BA;(WOVW MDEAWXS;I][5FWG+%]J;;VBOE#"XTLH ![3X5VR33.3M1S*2*RJ_*PXO M)IXE1CL9F%^+K;I&HJ(]M9EA)FHOEXXFK]"'C+7BQS'GLZ8K<.2)\EEB8I@ M
#PCDG9UTS0MLV=CD;8Q.%N345*\5]9>+VX:3;Y(H2222R/EE>^665[I))'.?))(]RN>][W*KGO>Y5555>Z MJ5$Q_@/@ !5?I6VN39.**-&S+[2WJF0MZ\Y7N5TCJ4;8KV-M9G(HUW95JXED<%*&1/XT5BW==)_(ZNAJTM=[3;T9=3;:L5]4[S8Q M
'[NL9^Y]VQ838\>Y6W,)DZ>2@1%[)(ZK.R5T+_>BQ6&-5CT5%16N M5%\E/EHX]S6>DP]5F:VBT=87"HW*^1I4\A4>DM6]5KW*TB>Z2O:B9/"]/?Y/ MC>BDKIR5(G>-XZ/M!] $@NH;:W[;RUM5A)5DIX6W]C..;W\38Z^# M<^K9]D[W.BGRGPB9]HY+
[7R*.&O#CCUGFFYK<62?2.3TF=7(RXZ/ M=KDQ7(.1U:67M3VO$3.AA[_A9;!MDOUWIW7LB)C'7/%V3NOR?H0SZFN].+SA MITUMK\/E,*8F%N '@G)VTKI?'^V[/&]K+.+PUI]!SD16ID[*)2Q7 MB1>R*U[G. M4TQ_D/@ !5WI:VN39N)L;5LR+);U6[;UN1SG=WNJUF
MPW,:O;R[1PX^]' W^2'^_P!I^HKPY/E/-1T]N+'[.+)W9D7W>)U22K&J?0L7X^Z&[35VIQ>< ML&IMO?A\H8IFAG /?'3;MR2MS"QQT$^E M.[,Q'6=[O-$5/+OW.6>O%CGUCF[8+<.2/2>2N).40 !]#*Y&MA\7D MLO<=X*F*H7,C:=Y)X:U&O)9G=W7R3M%$I]B-
YVCK+Y,[1O/1#S/9]J[L>;R^? MR+_'>S.2N9.T[NYR)-=L26'L9XNZI'&LGA:GT-1$]R%2(BL1$=(2IF;3,SUE M^0?7P HYT:;7+D-3V/4;,JO77,E!D,>UZK^]X_.-G66O%Y]O9PY"E M+(OEY.L?3W\L6IKM:+>K=IK;UFOHS-,S2 ,8NK+:WZ_Q;+BJTBQV
M]MRE7#+X'JR1N.A1^2R+T[>^.1*D<#T^ELZG?3UWR;^40X:BW#CV\Y2S-Z> M ?-!/-5GALUY7P6*\L<\$T3E9)#-")(I8WIV5KXWM145/-%0/]VVA M[*W<=,UC9T1K7YK"T;MAC/)D5U\#6WH6^_Y,%QLC$_Z])=Z\-IKZ2]4MQ5BW MK#RT\O0
E[U<;7)F^3DU]DG>EJ&*J4FQHJ.9\8Y6&'*WYVJG?Y3J M\]:)R?0Z#M[^YOTU=L>_G+!]+;Y.'RB&+!W9P #W[TT[7)]_+>O1NE M5E'9%EUF\SNOAE7)(GQ:G;S3Q-S$5?!LO;NC55/I4Y9Z\6.?6.;M@MPY(])Y* MV$Y1 'J'G?:Y-.XJVW*UY%BO6*"8;'O8O:1EO-
2LQR31.^B2I!8? M,B_]8SIBKQ9(CR<\MN'',^..A23 !8'I]VN3;^)]5OVI?;7\?6EP M-]ZKXGK-AI74Z[Y7>]TL^/9!*Y5\U<]>_?WK.S5XE_NGV9-5_;'NP0-;& *M]*=R2UPSA(9 M/PW92>]^).R))==^/_NR3]1&V65#3SOBAD<<7< 1 M@YCNRW^5N1)YN_CCW'/TD[JB_O6-
R,^.@\T:U.R0U6]D[>2>7=?>M/%&V.OL MF99WR6]WK4]N8 !^SKMJ6CL&"NP+VFIYC&6H57W)+7NP2QJO;LOD]B M'RT;Q,?)]B=IB5T"4K #U'SS>?C^'M_GC5S728&6BJL[=_!D[%?& MRHO?LGA=';5'?\]JITPQODCW<\T[8Y]D8PKHE7LOA3P033>:I]/9/?
YY]3'W(GYM.FG[\Q\E+S"W M "?W6S><[(=8]V"YJ9 !5_I7O/N<,8")ZN=\79#/46]JM^ N6M M76HU?-5:U+G9._N[=OM;#DV. M5C\=@\M>8]OB\3'5*%BPUS?"K7=VK'W3LJ*?:QO:(^;Y:=JS/R0R*]2 M /??3)>=2YJT]$5R1W/CNC,UGFKVSX#)K$B]W-3PMM1QN7W]D;
[E7L+/T_9CT=G$ 7&TZY+D-1U6_.O>>]KF#N3+^.6S MC*LTB_1[WO4EVC:TQ\U6L[UB?D\C/+T >/;==DQN];/D855):&O9] M[$K51'))5QMF=BM5R..BHZ-.W=%0^UC>T1\WFT[5F?DAN54H 9 =
M+]UU/FO4F(J&1WHL_2F[^+Y37Z_DYX6)V5$[NMUX^W=%3_C[*G+/&^*7;!XL M?[>2M).40 !-KK0NR2;_J^.55]E5T^*ZQ.Z>%)+^:R\$]HG;Q(]MQ MK._F]>2>[S[[=+'W)GYL.JG[\1\F'9I9@ !8?I_M2W.&]!FF7N]F' M?53M_P!(J-^Y2@3S_%#7:3?E-HV
M3)2*Y9,CGLQ>D5_X2OMY"S8TS\WX!]>0 M #V!Q3>=C>3>/]C7*Q(]QUUDKF^+O?!Y\K5KVFHC5:]^*O*Y.W?LO?S[IY M+YR1OCF/E+WCG;)7WA:DEJ@ EUU>W)+/+38'_@8_5L-5A3OW3P23 M9"\Y>W9.W>6X[\?N_P")-^FC_<_JP:F=\GT8MG=G %I^);Z3V?
B7^529DC;)/O*ICYXZ^T/81X>P M]>TK-.V%C'>?=BS8NS M#XV]OXS$D[[_*A[Q\\E?>'C)RQV]I19*:6 ,I>D&[+5Y9DKL[^#(MZMF*DR=T1/#%8QU]KE16N[]DE-$3LK53O[^W=%X:F/\ <_]T::=LGT5$,#> M M
2OZM;SK?,%RNY7*F,P&#HL1WN:V2&7)*C/E+W;X\@]^ MY/E*OE]*[]/&V/ZI^HG?)[0QF.[@ +7<77W9/C;0;TCG.ELZ=KCY MW.[]W6$Q-1EAWFYSE1TS7*BJ]]]>\F9(VO,?.53'.](GY0\[/#V M M M M .8/ZS#\[WSW^9'!/U.Z>4-/X4)^H\6?9LP^]-_-OZK+9O3S2=U[-
[_*>OT(5:QM6(^25:=[3/S?B M'UY /9'#UR6CRKQU-"O9[]SUVFO\ V"R&3K4)T_XX++CQDC?';VET MQ\LE?>%H28I@ #'/]JNR5.&<[#&]HF1R6!I2*BHG[VF5K7E1>Z*O9 MS]2(O945>_XNZ+VT\?[K#AJ)VQ2E4\ 9U]$UUS;O(6-5Z>":KK
MEUD:^+Q(ZO+FO('L_"B*EIJ/\NZJF_B\\NJCE$^[7I9YVCV9_&-L M $S^L]^^?DK"4?$_P!C0TZBY&._!2Q;RV9DFD9VYSW1Z_!117^]&8N6;& M1M3S=\ED=1&M_P">43W>Y)N6-LD^ZGBG?"L]M'-T $*LY>=D\UE
M\D]Z2/R&4R%YTB>+M(ZW;EG<]/&]O[.63OYKW_&58C:(CY).SO.[\L^O@ M ![+X:NOQ_*_'<\?=^'2;?@]2^'MW\&2OPXZ7W_0L=I=>_\AXRQOCM[.F*= MLE?=9XF*8 P.ZVKSDBXZQK9/D/DV.]/%V=^%$W!UZDG?R8OE-,G; MS5/Y._GKTL=Z?9DU4]V/=@.:V,
5/Z2KTEOA^I7>KE;C-@SE&%%5 M.R1R30Y)49^)OM<@Y?]Z]8-1&V3Z*&GG?']631P=P !&SG*U)Z*LHP_P#/H:[2GBY8X]DS+.^2?=ZI/;F ?)>0IXN_C=]V4]>3O"],OP+1D7OX7>Z.R]^[NOXT]Z=,4 M;Y(]W/+.V.WLC,4DP 99='%]2'E'*5V^<5S3.1 M$^ES? K?
[SE,^I\/ZM.F\2?93WO\435D_[+->ECO3[,FJGNQ[L"S6Q@ "JO2=?=;X%-ZFB_"?4Q-->R]OWO(;#B*$WT+Y+#9=_?_D]Z=<$; MY8RIYH]>2HJ?2@%U,';DOX7#WY?ZK=Q>/MR^??]\LU(IG^:(U%^4]?H0E M3&TS"M$[Q$_)^H?'T \.Y$NRXWC_>RHU?:U<+>GC
M[.5KT1?%&GF]+V_$JZI&?GCXP\WG:DS\I1'*B4 ,D^D^U+7YDQ4,M:]F7L/GJL_\ +>R@^ZB)_P!S]J(_W*^W=WT_[K'L'L]L3U 84] M:MY\>L:3C45WL[>>R-Y[4[>!7X_'M@C5WT^)K]7+C]RR+(FKXNT=:SBL+8:B*]JWY5E\J M]D[=O^/NN'4Q_ND>S?H_P!SGW9:&=H
$A.HV\Z_S1O$]O5[8+F/ MHL3Y2-8VAAL;45C6N5?"B20N5>WDKE5?I*.&-L4)>=\LO2)U<0 #_ M $USF.:]CE:YV@WYKHFJ]..Y%W5%14\E#ZNMA[BY'$XO(.[^*]C]-QW=& MHO>S6BF7NC?DHO=_N3R)4QM.RK$[QN_1/CZ 8T]6=YU3AW(5VN5]9
M3.8*B]$\79[8[3LFC7=E1/"C\-\GT<-1.V/WE*PWIX M SUZ);SNW(F-AD:P !,;K%N/LY M[>ZHV1[9F_B[M1O_![M-'^Y_5@U,_[I]&)YH9P !9KA:[)D.)N/; M$]]KVZKB]]]Y455;0KMH,551&]^[*R?R_C55[[LW+&V2WNIXIWQQ[/9YS= M !"&_S>_RGK]"%:(VC9)GG.[Z
M@? #VOP9_8Z=-?P60\="=/I]\%ER'/+&^.?9TQ3M MDCW62)]F ,9.K:[)5X@M0,[^');!@Z4O943][CDGR*=_)>Z>UQ[? MQ>?_&?OIXWR?1PU$[8_]EB;T\ 9]=$MUSH.1<"*76+L$?RO M$KIV9V"T_P!_A[(E>?%/ M?=.Q\F-XF/D^Q*RF)72L2 /4G/%YV/X?W^PQ7(LF
FHJK/?X?/?R7W+TPQODCW<\T[8Y]D<2DF #+KHTO.@Y) MSM%7*D5_3KK_)XNSK%/+X9]3G>:-1&P2R^:HJ^?EV[KWSZF/N1/S:=-/WY MCY*7F%N & '6S?GAAJ;#??&B/15=:FQ->)[U_J;D1*CT M,V^4WN[OY*ALTLDN<,X"*17+\79#/4
M6*Y47O&N6LW6HB^_PM^&JU._N1.WN!=I^HC;+*+*N M(N M\P6I+G*O*Y+L^ &C0)@Y ;SOX5.JGG\N&5]>0W\>[@C[SE3'G/@"BG: MC8UV_+OO:TIU-%?D-8%+5FTG9'N6W4XR<1R> \2LMY%P<>J7GT89'Z3WXD6&A/3*:(E7H9\EPZ5X-=[@8QP:.+FRZ\P'3%&;.4)FW'; MM_;GW)^0:*5*>]LV)N[^8*Z[S?S=,B<3)_M\9S,D]
M6*Y47O&N6LW6HB^_PM^&JU._N1.WN!=I^HC;+*+*N M(N M\P6I+G*O*Y+L^ &C0)@Y ;SOX5.JGG\N&5]>0W\>[@C[SE3'G/@"BG:MC1=LYU]+(G2Z):5?Q2#"AA3JX?]WG%S6+-KLF@DZJ8U8C>*ZO2=\:HKR\Z"!(\OFR%[1EN'DSKL?8J!_S4;W:G:0MN
/_6W^ M M &!'6U2E]HQWD4[K"K-EI2>2DCV9-5'.!=L^?RGR*[#U7.;?7:S2'+@0I=;@0QRFV_DE9UCR8J%S(KE4G:IOA(#CM*/LE^G+)'N9X)3V/;?#WL0]WWMSCQTVF[W#*U[/.@(O(8P]=?4 M\2Y5\@ZCM5\!ZD8N@$1QX4<$\>V+3&U+#2R*7
_;UJG+D=CP&@15GOYO%4X41$$M$$:WS!O]J]]TMZTTO6WS#S?5^MIFQK$3*+FIMK\B+E.:*K%K$[>G?\#])&1H:[7NEL+W_+5R^8]MX*B[AW3]'I^=.RR4W9.LD,.WW-[-K&F/6H/@VQ&;MU#:MK;]:7JX4KT[/2:E*4!N9S7L@0]Z)S$HIT2L\D?<%=>&<WEG 9!6WJXHD:%?1H%@>JD0)'4;UXT2
!'@"0QHS5I!M3QKT(?IOQ4JH.H5@L0/%V!4\S.K/EIL8]>,]#WKR+#R*J+@M=^@R'\YJ!P_L^K* M5V7>D7,@IVP*W9*GQ=Y_#/N/YKL>D.!T0ZXZ$*K9/8D1)L;1^(SU;]* MD]*-&]O/0[8,1_#KIQJ/K/U)WWRQIT.H*/^BHI]^KSMA^.]!+V=->HN*2;>"A]T/8SA1HC?_R>!*&&%BIA/3CJ*G7F?9K/A.4(\S>#=G6
MEXH[N&:;4Y[XBX?+1J]>&V:^J['UBM.HKFV%0XJV1&>V(OL0=+1PT-/.X2;_9;\^19H]7$^K%9JQ+OGZNIKU0SM*U<61Y.6!G[6T4&:8!_*A+%T-F@2!\YZ=?DT9%PWHQ>+]2DE"Q4>2LEO-<:)B?]IMN@LHE)?NR>^6!%T>U;V3E
U,HU5F^#\1;FOS,>J\N$=F:FE>T]SN>?^DWX_9+#O9U%Q5OSCNFQFTB?]YCOLTB7!G1RJ@/?G\&^$^1;1U,=^5:9@%]7*?>%DT4*XY:ZBUBW9C^(I)ZA?4WEXLKLMU:SS[=[]<7KEJQBDN:0G8"K$SB[HN7HK.$FMIL(+@I]XF3O@[$M7"(=JEGUBZ#YW&B$I@-?%73
..EMTE@4SU6T:,V7<B]L*N]UG#XJ2/N_C=6=I+4:O.PL'F,<G&;ZB]2TR]'JV9@BU:[XI==I0/YJ*8W:X<)W*E$]GT/(Y&4"XIDCF6P9#^H8IX*PWK?-BIY6U-A2]X5K0IK8_>5N]M<3+#8/%_O(E+9TZT[G,AXM<,HX7]9'B-T_L[+0Q&%=MD\SG/VQ66</ZN3_Z*+]<+?[*U?H*A8T3B/*<8W+(3)'B1BPZ);KEJ8E?\!!J(3FN1I%]/LVHT"0W1J@
1OYUI2T.7N0()D[/DV*U=3R1/WK)-BR-=?)7>^"TW_['N2EBG?"LF98 MVR3]O4QT

MO9K6HJN!J_%l)^=S_,'N[MDH/92O MB\$U7!4WKW=CZ$WA[RV9NR?")D[(LC&?(1728,V;M)VCN-^'#V<;SWV2IP= MP >G.9.'L-RU@4JSN9C]BQK)L!FO"]_!Y9$:LE.ZQO=T^-MN8 MWQHB*^-R(]GFBM=UQ99QS_BY9<<9(V\TGMLU#8M(S5G ;-
C)\9D]R]_!*G>& MS"]JD=NE8;WAMU)>R^&1BJU5147LY%1*%;5O&]>B?:M]3M;J\/KR #(] M@_@#,\F7*^:S,<^)T>M.U;%UZ.AMYOV;E]I2PR.;\IBN;X);*_(C[JC?&]%: MG'+FBG*.=W?%AG)SGE14_'8ZCB:%/%XRK!1Q^/K0U*5.LQ(X*U:!B1PPQ,;Y M-8QC41#!,S,
[SU;XB(C:.C[A\?0 8-=1/3E/E+%W?>/J*RWYED MM;%K55B>.[(C5?+E\]=J*Z=Z^-B+(KFOU8<^T<%^GE++FP[_? MIU\X3]>QT;G,>US'LBMO/; MGA]U8)K-FQ*R"O7KQOFGGFEJ(UK4555>R#ISGH^]>G51OI MWZ=Y-1DK;SO-9B[(KDPFD1DK<"V5G_#?
7OPFNS+FN5&,152]BJ]JL]_O6 M+-FXON4[O[MN'#P_?OWO]O_;_;EF09FD 'H;G+A+'S[N6G-(]JR3PN?7>]N:BHY[']<66<<_XN.7 M%&2/\H2]V"75$[LDC0 94<#=.^3WVU2VC;*TV.TF"6*Q#!,V2 M"WM",7QM@]D\B2'$O5J)+8[HKVKX85\2]^//FS13[M>]^S1APS?
[UN[^ZG=> MO!4@@]U88]]:M#'7KUX&-BA@@A8V.&&&)B(R.**-]-:U$1$1.R&%OZ/F M !\-FM7N5YZEN"*S5M0RUK-:>-DL%BO M.QT4T$T3T6]X/7<;9RN5NO1D%2]SQ.[=T1TLSW*V*O6B\7=\LCFQL;Y MN9\M:*QO;H]5K-IVKU57X/X3Q?
$^'=/8=%D=ORL#&YK*L15AKQ]VR)B<7 MXT:YE&&1$5[U1'V)&^)R(U&,9/RY9R3_(M^+%&./\I>]SD[M M !C_SMP?0Y6Q++V/6&AN>)KO9BK[T\$&0KHKI?BC)N:BN^#OD55AD M\U@D?QUG%96A*L5FG;C6. M1]I^#(Q?-DU>9O9TO1@F)K.T]7XY]>0 98<"
M=.N1W:U2VO MU8Y6KKPYHB."_TEDS8=_OT^L, W-'RH]*GFAK9'^0^ !\]:M8N6(*E2":U:LRQP5 M]U:)\]BQ/*]&10P0Q-=)++(]R(UK457*O9!TYST?>O3]H_T[=/#]-?7WC=Z\ M3MF?$C\+AG]I$UYDK%1]]V]*L;\Q+$[PM:G=M9]KYK(O[WBS9N+[E.[^[;AP M\/W[]
[]F89F:0 ?CY_8G:,-D,!G:460Q64K/]W*LO?L^-WFU[M'M5'PSPO1'QR-5'QO:CF]BHBI]B9K.\=7R8BT;3T2CYGX.S_!5DY;,4=G*Z M;;G5,7GFQH[X/[1>[,=F/9(C:E^/OV:]4;%91/%'V5'QQT,66,D;3WD_+BMC MG_%Z*.KB #S71./\
9^1LY%@M8H.M3KX7W+']:1O9[I2UYV]K/Q5Q?@^*M9CP>+7X5>L*RSF\Q)$R. MSE;R,5/&])XEBIUDBP2>-]A?%!;V!T+T1:6+[]I&U'.16RVD3PM[*R-5?W5G#+FBGW8 M[[1BPS>>*W<_=4BC1IXVG5QV/K0TZ-&O#4IU*\;8H*U:O&V*&"&-](UD<4;4
M1$3W(A@F=^<]6^(VC:.C[0 8']1/3E:MVK^_\?TO;RV%?;V+6 M:L?[]).O99\KA8(V?OSYU[OL0)\M7]WL\2N5B:\.>(C@O^;)FPS,\=/K# AS M7,#[UN]^S+XS-(_/77)W&N"Y1UF?7\RWV$[%6QB,M%$R2WB M,@C>S+$/B[+)!(B(V>+Q-26/R[M]=>E]3 MM9X(>G@
'NOA[A/8^5LK&Z.*?&:G4G:W,;#)'VC1&]G/HXM).S;N2D;Y= MFHYD".1TG;NQK^63+7''^7HZXL4Y)_Q5AUK6\-]&#QVNX"FRCBL9 D%:!GRG M+Y]Z2:>1?ESV;$KE?)([NY[W*]^\GVM-IXIZ]-:Q6.&O1^Z?'T M
&)'4/T]NWOVFYZ;#!%ML$';*8Y5;#'LD%>+PPOBD7M''F8(XTC8K^S)F>%K MG-5K571AS<'W;=W]F?-AX_O5[W[IK7*=O'VK%&_6GI7:DTE>U4M0R5[-:>)R MLEAG@E:R2*6-R*BMCOO(=!\"P/AN:YK5MBLF69BME@RV9@=V=$V)R(Z&L]$W4]WZMFC=KQ6]=R"6
MK:K3L;+!8KSL=%-#-&Y%:^.6-RHY%3L]*.G/S.O*>B7W//3WD>/+EC8]7KV< MCH]E[I7HWQV+6M2/=_S:WE^5++C>Z]H;*]^R?(E7Q^%\F_#FX_NV[W[L&7#- M/O5[G[,7SNS@_?UG6,]N&8]X'6\;9RN4N.[1UZ[.Z,C16I)8L2N[15:L M/B17RR*UC$]ZH?
+6BL;VZ/5:S:=]]56.$.%\;Q+@Y/;/KY';,JQBYO+Q-=[* M-C?"YF)QBR-9(W'5Y$\2NSWCR6QVWAXR8ZY*[2DMOW'FT<;YR;![-0??XGNHWXD=)C7>.%%1TG\5K^67+7''^3 MMBQ3DG_%6'7-=P^IX3':]@:<='%8NNVO5KQHB+V3Y4DTST1%FLV)7.DED7Y4
MDCE9]LDC=V5')W1?)S51S51%145$5/L3,3O'5\F(F-IZ)5\V\"9 MSB^]/E<='/EM)LS]M3*,8KYL3[:14AQ^:1O?V3V=T9'8[)%.]I^"]? F_%FC M)&T]]@RX9QSO'.C'H[. /*M.TO8]]SE;7]8QTN0OV%1TCD[L]T:R.1LM MW(6518ZE2'Q)XG.\U54:U'/XDPW$VN?%U58[
MV=R'LYM@S:1NC??L1^T6&O U[GNAQ]%LKFQ,[IW57/2CC MQQCKMY^;VXKWOW3#R>,R.%O MV\5E]5G'9*C,Z"Y1N0OKV:\S?>R6*1&O:O945/+L]*BIW144WQ,3&\=&"8F) MVG]^@'P &:G3WTXV\S9H[QO\ 1=6P<#F6L+KUR-S+&:D;V?7OY&%5:Z#$
ML=V*T]=W(D;VN7-FV^Y3KZM6'!O]^_3T441$1$1$1$1.R(GDB(GT)_M(8VU_0 !_B2..:-\4K&2Q2L=')'(UKXY(WM5KV/8Y%:]CV]]*BI MV5)I_].ES3K%O;M'I3W=1F5]C(8R!KY[6LO5?%(K6)XII\+Y]K9/E.KHBI M)\E$>N[#FBWW;=[]V'-AFOW]=W]F(IH9@ ?]X3!Y?
9,14PN"Q]G*92]*D M-6E4C6265Z^]5]S8XHV]W/>Y6L8U%S?:O:U$3PL178,V M7M)VCN]&+%<;SWF1!Q=@ >$\@Z#@.2-:N:UL$*N@G[34[L2,2 MYB[\:+\'OTI'(],FB5RHY/P9(W.8[NURH>]7FEN*F]*WKPV24Y+XMVCB[-O MQ6?]N?3F?*[$YNO&]
<;EZS'*B202_*;%98WLLM=R^TB54[]V]US].)7)&\= M4[)CMCG:>CUN>W, 'MKBCA[9^5LNVMC(7TL%5F8F8V*Q$Y:5&/NU7PP=_M EW).C=W9 QW?S17]QG=R<\F6N..?7T=<>*V2>73U5GTW3\'HFNX_6=>]I6Q MV/C[(YWA=9MV'^=B]=E:QGM[E]3Y3W=D3W-
:C6HU]3[6F\|5N]A6L4KPUZ/* M#R] Q=Z@N 8N2(%V?6&05=VI0,CDB>K(*VQU(6^&.M:E7PMBR M5>-/#!.Y?"K$2*14:C'Q]\.;@^[;N?LX9L/']ZO>_=,;)8W(8>_:Q>5I6<=D M:,S]]REQW947S3S1>_N-\3$QO'1@F)B=IZOHA\ ! MFQT]].%K+6*6\?
9?..:%_FZ&U6E1LD4C>S MHY&HY%140^UM-9XHZOE]Q:.&>B3_##PEL?%.3DD?'-E-3M3N;B=@CB[L1'+ MWCHY5(T\%+),;Y>?:.9$5T?\9K*&++7)'^2?EQ3CG_%Z2.KB #SG0..]H MY)SD6#UFBZ=_=CKV0E1\>-Q59R_*M9"TC7-A8B(OA8G>254\+&N=Y'F]ZTC>
MSW2EKSM56KC#C/`\6ZU#@<,WV]B56V,QEYHV,MY>_P"#PNGE\/B]E7B3NV"% M'*V)GTN V/&V,7E:3NTM:PWMXV*]^SL5Y6]XK-69$[LEC5S'I[ME4H5M%HX]]$^U9K.UNK\$^O(_,HN!^GG)QW=*U#\&:+&*]=IK2=O$G=D2]_Q/BX9LT4^[7O?LT8L,W^];N?
NI_4]5:% M6M1I5X]M.G!%5]UH&-B@KUX&-BAAAC:B-9'%&U$:B)V1$,'7GYM_3E'1]@ M_,!NH?IPM.M7]\X]H>WCG5]O8-8I1.6PR=ROELY7#PM5?;QS*OB MEK,3QM=W=&CF]K6:\.?^R_TECS8/[Z?DP05%1514[*GD]+Y*BI]"FMD?P M ?9IT[>0M5Z-
"M/=NVYHZ]6I5ADL6;,\KD9%#!!$U\DLLCE1$:U%55$SMSGH M^Q$SRC]I5T\=/BZ(D6Y;C#!+MT\'_-,QWE,S6H)XG-F=)(BK%+F+$4BL>YO= ML+/$UKG*YRIAS9N/[M>[^[=AP\'WK=[]F6QG: ?A;+K>&V_!Y M'7<_39>Q63@6"S_Y+D\T='-!(GRX+-
>5]/CD;VZ4M>=]]U<8\:X+B[6* M^O89/;S.5+.6RTL;(]>6R#FHDEF9&]_9PQI\B&+Q.2*-$3NYRN>Z=DO.2V\] M..D8Z[0]B'A[!B#U#]/'V:?"-VTFNQFV,8UV6Q+7,BBV**)C6 M-L5W/TB(K].'-P_G= MKSU+=662"S5M0R5[->>)RLEAG@E:R6&6-
Z*CFN1%14[*;>O..C%TY3U?7#X M '^FM<]S6,:KG.5&M:U%5SG*O9&M1.Z]]JOD@?6?'3OTXV]=JAOW(-%()8/ M9W-=UJU'WFBG3Y4&5S,+V]H9(/)]>NORVO[/D*M1BY,V>)C@I^;7APS$\=_MI#.\R-8 /]7]-/)TK6.R-6"[0O5Y:MRI9C;+7LUIV+'-#-$]%:
M^.1CE1441.W..KY,1,;3T2WYTZ?)K9+5R=W:*I3A\2>.616L;W]_=41?EK5I M&]NCU6MK3M7]]WPKPWBN)<"Z+QQ9';,HR)^>S#6=F]K4\3,;CE>ULL>,]O5> MW?LZ9_RW(GR&,GYLN5N+L'RKK4F$ MRG:K?K+)8P>9CB9)9Q-YS417-1?"Z6G9\#6V(?
$U)&HBHK7M8YOO'DG';>'/ M)CC)7:>]2^]:!L_'6;EP6SX]]2PGB?4M1^*3'Y.LBHB6\=;5C&68%[IW\D?& M[Y+VM]?>E]3M9X6>G@ 'O7AC@[/\]Y.*S+'9Q6FU)T3*9YT M:-^$>S7N_'8?V]*VW?D[=G/1'15D7Q2=U\$;^67+&.-H[SMBQ6R3_B]Y@,!B
M=7PV/P&"I18_%8NLRK3]Q=^S(V^;GO>Y5?-/,]5?)(Y5?(]RN&5K9(I8WM5'-O..C%TZ]7P!\ M#_36N>YK&-5SG*C6M:B]YSE7LC6HG=5557R0/K/_*=NG*;'34=^Y!HNAO0N MCMZYK=IOADIR-[/ARV8A7S9;8O9T%9WGORY\?9K,F;-O\ KS>L7KPVZ)+%
[]&/)7)&\=4[)CMC MG:>CU8=', 'L_B_BC9^4\W'C<+7?7QD,K/CC/SQ/7'X]NO9SU<[NQ+-U[M%_>][>-ZKW7PL1SV^,F2N.-YZNF/';).T=%:M%T; <>:Y2UG7:ZPTZ[+)// M*]/MY"[(C4L9"]*B-26S85]=^R(UC41C$:QK42=:TWMQ6Z]-*12O#7H\P/+T M M ?_]+?X M M
'CFTZEKFZ8F;";1B*F7 MQTWRO8V6+[2"5$5&V*EF-66*=EB*]))$YCT153OV547[6U]SO7]\VK6T;6C> M&$.]=&MZ.6>YQYGX+-9?%(W";&Y8+M)_-CCF>"N7<'*L5O0-AL]B]B/PU3X_BV.'1=QED?Y-CCUC-O>Y43N]-8VB MKE[(GXCUQT]8_-
YX+^D_D\]P'3IS#L#V)%I]S%0.5$?:S\U?#,B15[>)]>W(MW(/1/I1D+U3\1XG-CCS>ZX,EO+;W955(V=Z::(YWYRS&I4:6,]5\?C] ME:A1]1,@]TZ<$5:K6@C3LR*'''%K(HHV)[FM1$0RS._.>K5$1'*.C[0 M 'ISDS@W1.3V/LY:B[&Y]&(R'8\3[.OD51C/#'')>:YC]^2@:B(G:9
M]R-:G9CV=U.F/+?'TZ>CEDQ4R=>O]PDV[I%Y)PDDLFMRXS<*+5.[SAZ4R'%')N+UCU[*6:ZN57(C4LU]TU=SE\"^2.5>WG[NW?I&3'/28_-RG'DCRG\G MQTN+N2LA(D=/0-RF57>%7_8WEV0L=V5W:2>2HR"+NB?QG)W/LY*1UF/S(QWG
MRG\GM_5>D]E3/21/S%;&ZE1=V<^;+78K5U8U]ZPX[%OMO]]G]9.^O_?3R]\K M:C"3G+K73Y)Z\H9]<8]/&B<:O@R3(7['LL2-*)?@DR)V5^(Q[?'!C> M_P!#U=+.WS3VO9>QFR9KWY=*M-,-*<^MGOHXNP #_$L4RQBE>KNR^Q<^%](B-A3S5=%-1:O*W./U9[Z>MN
M=>4_HQ(V/HY@UZ1Z-UGX^K-5R-N:];KY%DGA[^;:;G5\]WNB=T\5=._?M[_M "--<^.?/:6:V#?)7RW]GKB;CCD*M#(L5C1-RAD3S5DNL9MCNR^Y>S]*+V7Z%] MRGOCIZQ^;QP7]]_)^[B>%.6+LI\G+CCK,/L8LD](ED+I'1ML-V2"UON1EM>UYWM+72E:1M6'FAY>@
M 'C6U:?K6[8]3"[3B*F8Q\G=S8[#526O*K58EBG:B='9I66MW?L]HO]MK4G>L[2\VK6T;6C>&$>]=&MZ.6>YQYGX+-9?%(W";&Y8+M)_-CAF."^7<)(L=O0 M-BL+W5$=AZ?Q_&O9>W=),(_(-1]]_I[?]X[1EQSTF'&<62.L2\8CX[Y F>V. M'1=QED?Y-CCUC-O>Y43NJ-
8VBKE[(GXCUQT]8_-YX+^D_D\^P'3GS#L#XTCU M"WB8'_A6L_-7P[(D553O)6M2)D7>:>YD#U3\78\6S8Z^>_L]UP9+>6WNRKX] MZ/M?P\T&2W_*ILU])4D3"XY)]>#:]/P4LV7>SR.28BHCD1$K,7W.:]O=%SWU
M,SRIRAWII]QSOS9BTZ5/'5:]&A5KT]52)D%6I4ACKU]\$:>&.&"")K(XHV-3 MLC6HB(9IF9YSU:MMN4='V0_,:N2^F#1=[EGRF(5=.S\RODF MM8RLR7%W97(]K)=P_C@B25S_#62!\+G*]]]']O=.^//>G*><.%\%+\XY2PX MV?I9Y;UZ1ZTL33VBFWNK;>!O0O?X?
>U'T,@M&_[14]Z1QR-1?XR^2KIK],<] M>4LUM/DCISAZ]M<9\CTG^SMZ#N<#N[D;[36SEC?\ E9(U%7WM54. MD9*3YQ^;GV=_2?R??Q?$'*68>QE'C_;')(O9DUK"7L=5=\I6+_NS(15:O9KF M]BKX^S>WGV/DY,<=9A]C'DGI$O>NF]'V]9:2*?
<,ACM3H]T66M#+'FLPY/>K M&QTY?BR+Q)Y>-;+U:]_@+[EY6U-8[O.76NFO/>Y0S@XZXCTCC"HL.M8SOD)H MFQ7<[D'-M9F\B=E5LEKP1LKP.Z-5,=,?=ZO9 MIX= 'Y>9PN(V'&VL/G,=3RV,N,]G9HWH&6*\](O=KE9(B^& M2-R(YCV]GL*=RJOG*B>
[534^5X_)EOIHZTEC#G>G_E_7WO M;9T?+WXVKV;/@FQ9YD]=N_C9'BI+5EK5_$^-KOY#O&;'/G#A.')'D\-7COD! M)%A71=Q29'^R6)=8S:2)(CO#[-6? ?%X_%Y=NW?N>N.GK'YO/!?TG\GF&#X! MY?
STC65=%S%)CNWBFSC(L#'&WZ7.;EY:=Y_)FMA,%AM:QM;#X#&4\1BZC?#!2HP,@@9W\WO5K$19)I7>;WN57 MOMN0^)]DY.IMK[/BT M=<@C6.EF]+F5SD26!'.5?8S-DA\2]_#W\T]TR6QS]UXOCKDC[MW5@_N71YN^*DEGTW)X[:]7=5B]69(|)F&HOFV-
6VI5Q4WA3R63X1%XE3OX&] M^R:ZZFL][E+);37CN\X>A\GP_P IXASVWN/]L1(U.B MM5O"]N3LOC[.^COY]NL9<<])ARG'DCK$OS]O&?(UV3V570MRG?Y=T9K.95&> M)>R.D>M)&1M[_2Y40^]I2/./S?.SOZ3^3VGK/2YRYL+XG6\-5UFF]4\5O8+T
M,+T;W^7VQ]+X;DDD1/-.EW1M'EK MY7..7_*.4 M--,%*?* MZIAZNSTF.=X;6 O0RR*SO\A78^[\"R/M'-][8XY$:OEXE3L]Z:ZC'/GM+-;3 MY*](WCY/5=KC/D:E)[*UH6Y0/\^R/UG,HC_"O971O2DK)&]_I:]H=.TI/G'Y MN?
9W])_)^CC.'^4\N]C*/'^V*DG;P36L)>QU5W=5;W2WD8]M7PH]+W7Q]D^D M^3EQQUF'V,>2>D2][Z;T>;QE9(9]PR6-U6BOA=-4KR,S.95.Z*Z-&57IBX?$ MWNGC^$2>%?XCO<<2Z1QC4?#K&+1MZ>-(KN;O.;; MS-Y]*U59+;5C&PP.KV4>'L M
!X=NF@ZGR#BW8G:\/6R<#4>M6=R+%?Q\KT3O/C[T7AL5)>[6]_"[MP2(U$>US>Z+ZK>U)W]\VI6\;6A@]NW1MGZ4DUK0L[4S5/NY\>*SBMQV4B;Y^ M&&.]$QV.O/\ =\MZ5$_=Y=UU4U,3WXVEDOHCN3NQZRW"?+6$D?'>X_V9ZQ M]]/DQN.DS<"
(B.,N.>DPXSBR1UB7X$/'/(M5A_LX-#W.>1454CAU?-R/5$]Z^%E%SNR'WCIZQ^;YP7]))['UWIIYAV&1G_M $['Q%6+9\=?/?V>ZX,EO+;W9:<<] M(^IZY)!D]VN?9ADXG-E9C6Q.]:[ ]OFB35W.=:RWA.PO9$]KX4[+UQYKX^76KEDPTOSZ685[7TF\I8&21^%
M@QVW46]]LFQER&E=]GY^DQ^;E..\>4 M_D_W0XIY-R;VLI1\G)CCK,? MF1CR3Y3^3W3]/2-R5G)(Y-B?C-/H][]\^%V8LKE%C5.Z/@H8R66L]K_6RV87 M)^+Z#G;4TCN\Y=:Z:\][E#-KC3@K0^,49;Q=)V4S_@5DFQ9?V=B^WQ(]/;0C M1K:V,CY#+?
+?)UZ>C5CQ4Q].O]]S')U > M!;[QIIW)..3'[5B8[;H4.%ZHGC8[LG M;W2]]3O5XO2MXVLP>W7HXVS'22V='S-'8Z7=RQX_)O9B,Q&U57P1-F>KL5<\ M+4^5(Z2MW5?)GXM5=36>_&TLMM-:.Y.\/0.5X9Y6PSWLO?;G;/CKY[S\GNN#);RVCYLO. M-
^E'2]1EKY3:I_LSS,*LEC@M5VU]?]RM[.3P8QSYGY!T;NZ>*P]T3T[+[%]F M>^HM;E7E#333UKSMSG]&536M8UK&-1K6HC6M:B(UK43LC6HG9$1$3R0SM#^@ M /XYK7MMN=>4_HQ$V7IBY?UU\JQ:_%L52/OVN:[=
M@NI(B)W3PT+"U,L]]GX]ZIW\N_N[Z*Y\=O/:?FS6P9*^6\?)ZRL<;T\/@EO8FSB:SD=V[.2UE6T]W@7O^%X^Q\G+CCK,/L8LD](E[^T MKHXVS(R16=XS-'7*7=]R8_&/9E\Q(U%3QQ.F8K<53\35^3(V2SV5/-GX^-M3 M6.Y&\NU=-:>_.T,XM#XUT[C?'+C]5Q$5-TK6-
NY&;M8RV2O M]^XPTSDO'I1VK%,LRPL>VCE:SD]Y?&]]'?*IWFM:QT<@^/#YAB=NZ1H^5RXNSV5 M.WC66#OW_!3S[:]ZFL]Z-I9;::T=R=X>A,IPURMAGN9>X_VI? CE?+1Q%K*U MFM;[W.M8IEVLC4_'X^QVC+CGI,.,XLD=8E^37XUY%MR>R]Z%N<[_"[MBUC-
M.**Y&^)ZI2[,9W5.[E5$0^]I2/./S?.SOZ3^3V=K73!R]L4D:SX*#6ZCT15 MN[%>A]^%._FU:%7X,E4?V]R.@:U?QH<[9\<>>_)[K@R6\MH^;+_(VZ5-)T MZ:#*;++]FF:A5DD3+M9M?!5)6^:.BQ2R3_#7M5>WBLOD8O9%2-KD[F:^HO;E
M7E#333TKSMSEE*B(U$:U$:U](C6HG9$1/)$1$\D1$.#0_H M M M M YL_3=Y(^H?IL,^I\ M2/;^9=]-X<^_\0VES.T@] M"\G=/&B4LUM/DCISAZ?N\6\E8Y_L[F@;C"O?PH_P"QS+R0O7MW M[1SQ5'PR=D_K7*=8R4GI,?FY3CO'E/Y/DQ_%')N4*F/IU]7N,YNH
#ZMVC2R52QC\C4K7Z-N)\% MJG<@BLU;,$B=GQ3P3-?%+&]/>UR*BB)VYQU)B)Y3T8=:MK6F>TR.-C55[]E;::GN:U]=D3334VCE?FRWTT3SIRE MBIL'3GS#KTCTDT^WEH&_@6M?E@S$?@K5D\,CL)KCEGMR>Y?96]41$[]D1$RVM:\[VYRU5K6L;5C:'DAY>@ M
'A>[<>ZCR'C$Q>V8>#(Q1^)U2RBN@R%"5Z=EEHWH598K]]HBN:BK' M)V1'M?AB MCML8N,N/7M^&_P"")W7W?2:ZZF)[\;,M]-:.Y.\,?/MG>K._MCDQN-FS4#41%3MW\$6L9N1WA1417*C:*]C454[K[D/O'2/./S?."_I/Y/9.N=,_,&Q2QH_
M6TP%5ZIXKVQ7(,?'$B_2^E&MG++V3^MKK_W0\6SXZ^>_)[K@R6\MH^;+;CG MI*U#698,IN5K[,Z?*>%41/WYS87)W\4*^7;-? M46MRKRAIIIZUYVYS^C+.**.&..&&-D4,3&1111,;''%'&U&LCC8U$:QC&HB(MB(B(B&=H?[ ]!\F].NA.-&VIE3L MC\KC7>"MD/\)
[5AG=Y(LO9$0[8\UZ[5M6]T-9KD\2>2N[]CY.3''68_, MC'DGI$_D]UZCTB\D9N6&39)<9]%!RM=-\(L19;*I&]^^&CC99*BO5OGX9;42 MM]RIW[HG.VII'=YRZUTUY[W*&;?&?!NB<8,;8Q-%V2SRL5LVQY9(K&23Q,\, MD=%&L;!C*[TC5CQ4Q].O]]Q'-U M >/;-
]FN[EBIL)L^)IYC&S^:P6F=W12=E:V>K.Q66*=EB.7PRQ/9(WNO M9?-3[6U]SO6=I?+5K:-K1O#";>^C6PDLUWCO/PN@:]RKEZL M$C9D[]D8R:%BHGX4]KYF]FI\KQ^3)?3>=)_-C7F>".7L'(L=O0=@L]E[(_#5 MFY^-R>+LCD=A),AV1??
Y]E1/>B'>,V.>DPXSBR1UB7BS..^0))$BCT7<9)7+ MX6QLUC-ND<[^M1C:*N5?Y.QZXZ>L?F\|%_2?R>=X#IVYAV"1B0Z;>Q<+NROL MY^2OA8X6K[E?!=ECON_>UD+W)^(\3FQQYO5<.2WE^;*?C[H[PN,E@R/(673 M8)X^S_B+$^WIXCQHGX-
N^[V61O1H]]_"QM7S3S5S>Z+POJ9GE2-FBFFB.=^; M,FACZ.*IUL=C*=7'T*<38:M*E!'6]UX6_@QPP0M9'&Q._N1$,LS,\YZM,1$1 MM'1]P/H #U'R5PGHO*$:RYN@ZEFV1I'7V+%>SK95C6-[1167
MNCDAR%9GEV9,QZM;W1CF*]]=*9;X^G3T<[XJ9.O7U80[=TA\CX62636;&+V^ MBBN6)L,|>'RO@3NO>:EDI6TD7P^Y(]4CG+]'N[Z]ZFD][E++;37CN\X>DLAQ M-R=BWN9=X_V^-&]D66+7\G:K=U541$MU*T]5R]K5\D>]_P#/T[]8R8YZ3#C.
M/)'E/Y/@\7\DY"3V=/0=RF7OV5R:WF&Q,545R>TFD],AB[HU>WB4,T.,>G'0^.9(,G)&_:-E@5CX\UEX8TBI3-\ M_:8G%M=+7HO[HBI(]T\[%3Y,B(]HN;)FO?ET]U8\-*<^MF0)Q=@ M '^7L9*Q\Q['IX7,>UW=KFN:O947R5_,3^1^DS3=IEG MR>H6?
L,RLJODDIPU_A6O695[N\]"212XM7N[)WKN]BQ/="]^_1346KRMSAGO MIZVYUY3^C$;8^F;F#79)/!KC=@]L54;=UVY!?;*B>Y64I%K9;L]?CKH::Y\= MO/:?FS6P9*^6\?)ZUGXWY#]R+%8T/)]]B]E3R
M4]\=/6/S>.SOZ3^3]O$\+\L9]1D='C_:&^T1KF2Y'%SX:LYKT16N2WF$HU58 MY'(O?Q]NQ\G+CCK,/L8LD](ED#I71OL]^6"SO6;I8"CW1TN-Q#VY/,/:B_*B M=:5B8]DY4]SVNMHGTM.-M36.Y&\NU--:>_.T,XM&XZU#CK&?%F]8B&@R1&+< MNO|
W_)Y&1B=DDOWI.\|_9556L[MBC5R^!K454,E[VO.]F]E*TC:L/-SR]@ M /'MGU37=SQ,V$V?$U,QC9_E+!:8OBBD%1L]6Q&K+%.RQ%7P MR1/8]$541>RKW^UM:L[UG:7FU:VC:T;PPBWKHTMLDGN\>[!#/ YSI&838E=# M/$U?/V5;+U8GQ6/->S$EAB[-1/%
(Y>ZKKI]?*\?DRWTWG2?S8W9C@GE[!R.C MMZ#L%GPKV1^']IGXW(]]D+Q\ M=\@3/;'#HNXRR/\ )L<>L9M[W*B=U1K&T5N.GK'YO/!?TG\GGF Z= M>8=ADC2+3KN*@?V\=K/RU\-'"U?XTE:Y(S(.1/Q,@>>[^0\3FQQYO=<.2WE^;
M*KC[H]P6*DAR'(.538[4:M>F%Q2V*>%:Y]]^UFX](S6U4^AR.0X7 MU,SRI&SO331'._F+0Q]'%4ZV.QE.KCZ%.)L-6E2@CK5:\+?P8X8(6LCC8G? MW(B&69F>]<]6F(B(VCH^X'T #X;%>"W!-5M00V:UB)\%BO8C9- M!/#*U62PS0R-=+'+%(Q51S7(]*B]E!U8BDL<^B;E#
(B(]QRZQFXWHBIW158^BCD147\1[XZ>L?F\|<%_2?R M>0XCA#EO-R,CIR4K.WG%+DIXFT*,G?Z8X[:*GTH] M^7&VIC^R.?S=Z::>MY_)G!IVC:MH.*;A]4Q%;%5/D.L/C19+=Z9C?"EG(7)% M=8N3]E7LKW*C47LU&M[(F6U[7G>T\V]M*TC:L;0\L/+T]8 M.
[SAZ+R7$7*.(>]E[C_;6I'V1\U;!W[]5 MO=4:G^[*$-FH]*YR(G9_F]G6,F.>DPY3CR1UB7T:O&7(]Z3V=30=RG=Y>+P; MSF?"SQ=^RR2+32.-]]E\W*B'WM*1YQ^;YV=Y\I_)[6U?I8Y:V"2)U[%4]7I/ M5%=;SMZ%)48GX7@Q]!;M_P!KV_!;(R)]K[W(GFG.VHQUZE?2-
SEGRFN2?87G)O%))\ K-GP=R9>[E?8Q*20)4DD7LBOK/C8GFY8 MWN[]^]-1>O*W.'''^GI;G7E+#[9NE_EW77R.KX.OLM-BKVN:]>@LN3EAGW3*X[6*/=]RT],C,SF7-3S?$BP.3%5_&GDDB3S^%?/P+V[+QM]:QW
M8WEVKIK3W^4,XN/^+=+XSHNIZMBFP3SL:R]E[;DM9C(^%45$MW58Q4B1R=TB MB;' UWFC$555P 'XV?U[";3B[.% MV'&5,OB[;?#/3NQ))&]]E1LL;O*2"Q'XE5DD;FR,7S:Y%\S[$S6=XZODUBT; M6YPPGWWHU;)+8O\ '6>9"QZOD9@-A61S(N_RO94\S7CEE5B?
@L;/"YR)V\4] MKW4U4U/E>/R9;Z;SI/YL9\WP'R_@9'LM:)FKC6+V;+A(H\]'(U5[->Q,/)(MX[Y ?(D3-%W%T]N\"1-UC-K(K^_;P(MQ**N5W?Z.W<]<=/6/S>>"_I/Y/-<#T^]C@HX6N_Y MR20Y.6O<](XGO_YY/;YL<>;U&')/DRBT#HXQU*2&_P B9IN7>Q4>N!P3
MK%;'.5._R+>5E;7OV8W(]=VQ1UU14_#5#/?4S/*D;-%--$<[SNS/Q.(Q>!Q] M;$X7'T\7C:<:15:-&".M6A9[U\$4;6M\3W*]N,\&3BC]E4SV-.[SAZ-R M7$7*.(>]E[C_&U]1]D?-6P=^_5;W5&I_NRA#9I*BND@4T'7B\&LYGPL\7??LLDBTTCC.O9?-RHA]2D>?*?R>V-
8Z5^6M@DC6_C*6K4G+\]UG+T'M? G?Q>SQ^/==N^/R[(DC8D55 M_"1.ZISM],=>G.72NGR3UY0S*XRZ9M%X_FKY7(^+;MC@5DD.0RD#(\?1F9YI M+C<0CYH8Y4?V5LDSYY&.:BL5B]^^;)GO?E'*K3CP4ISGG9D>'<' M !]_CZ.5IV<=DZ=7(4+D3H;5*Y!'9]V(7?
A1S03-?'(Q>WN5%$3,8+*RSY'C[+)KMF15?\ $F5]OSFVD M[^34:G9$U4U,QRO&[-?31/.G)BMG^G7F'7I)$ETZ[E8&=_!:P$M?,QS-3^-' M6IR/R#47\3X&._D.\9L<^;A;#DKY?D\#DX[Y A>Z.;1=QBD9Y.CDUC-L>U53 MNB.8ZBCD[HOXCWQT]8_-
XX+^D_D\IPW!'+VU$R*OYIV>D4,O=[KX9&KV5.-]3Y4C\W:FF\[S^3-W6-4UW3,3 M#A-8Q-3#XV#Y2056+XI9%1$=/:L2*^Q9_N?*8Z M1_;Q24+\7:>!'.U7,[NBD*>-CD1$/=+VI.7]B]*WC:T,'MUZ-]GH2SV=%S
M=+/T>ZNBQN7>W&9AC57Y,3;2,7%77(GO>YU1%^AI]K].SWXVEEOIK1WAC] MEN%^6,+(^.]Q_M#O9HYSY<=BY\S6:UB*KG+;PZ7]],:C57OX^W8[1EQSTF'&M<62.L2_$@XWY#M2)%7T/KZ4:VZX,EO+:/FRZXXZ3=.U66#*;?
93<\M%X9(Z:PHO94$7U%K%K&-;V:UK6HB(B>2(9VA_H #'[D]IQT3D:6QE(XWZQLD_MB?)F<1#$L-R9WFLN5Q;EB@O/55572,?#.]?PI%1.QVQKYTY=:N.3#2_/I9A? MM72CRM@))7X]GC]LHL]N;/A[L,(M(T]RRXW)OISK*O\ 60+8_OKY]M-=1CGK
MREEMI\D=.SN:#N4*]^R.76\PZ)ZHB.7VRRI+/%F>]RAF]QKPGHO%\:2X.@Z[FWQK'8V+* M^SLY5[7M1)8]SVQQPX^L_P_^[(6,5S>R/<]413+?+?)UZ>C53%3'TZ^KVXCO#9.2QD>/*1,%E_;V\/[1>_R* MN0C2;(T(N_T/9:\U\E:G9$TTU,QRO&[-?31/.G)BQG^G?
F#7I'MFTV]E(6]_M!9P#X,U"*U$\W,@HR27F?R))"QR_0AWC-CGS9[8L?F\|%_2?R>4X;@CE[.R-C]:%GZOB7 MLLF9]I@(V)XO"KW.S3Z"]UOO[-17*GN13S.;''G#U&+)/2)9*:)T:V%EAN\B M9^%L#51ZX/6W/DDE3R5&6LO:@C;"G?NCV0PO54_!E1?,X7U/E2/S=];;SO/Y
M,V=9U37=-Q4.UCT\C8/-(*K.SI9.R-=/:G>K[%RR]&IXI97OD=V3NODG; M+:UK3O:=Y:ZUK6-]QM#R$^/H #T[R9P;HG)]'6,M1=C<\C$; M#L>)2*ODE+/#''>1S'09.NQ&M1&S-5[&IVC>SNO?ICRWQ].GHY9,5,G7KZL
M(]NZ1>2<))+)KS3NOBFH9.>.]CO#_%BM3.7W(G?LBZ MZZFD][E++;37CN\X>E,AQ1R;BW*V[H&X1HBHGM8]>REFNKE5R(U+-:M-7L..Q;[;_&]?UD[Z_P#?3R[\K.C''3G+K73Y)Z\H9I\8].VA\;25 M\FV%^Q[+"C7-SN7BB5*DR>^3$8YOCKXY>Z=VO59;#?-
$E[*]&;)FO?ET]TTP MTISZV>^SB[/\2Q1S1R0S1LEAE8^*6*5C9(Y8Y&]U\U5145%144#$OD?I*U'9H\HEO[#LG*KY),>D+K>O6)7.5RK'51[+&*5Z MN[+[%SX6HB(V%/-5T4U%]KYP2=N_@EUC-QN*]](Y$=115.]HO9?%.6< MU(V.EQ]L[%?
V\$F2QLV%@+LI\G+CCK,/L8LD](ED' MI71ML=Y\-K>\[3P=1?]^,P]MR66SX6W^0XVU-8[D;N MU--,]^=F<.D\?:CQYC/BO5,/7QL3_"M]SYSY#(2-[]L:]^7Q6++D5R^%]N\$ M?=48U]>1DM>UYWM+72E:1M6'FAY>@ 'C6U:?K6[8]3"[3B*F
M8Q\G=S8[#526O*K58EBG:B='9I66MW?L]HO]MK4G>L[2\VK6T; M6C>&$>]=&MZ.6>YQYGX+-9?%(W";&Y8+M)_-CAF."^7<)(L=O0-BL+W5$=AZ?Q_&O9>W=),(_(-1 M]]_I[?\ >.T9<<])AQG%%DCK$O&(^.^0)GMCAT7<99'^38X]8S;WN5$[JC6-H M]Y>R)^([
<=/6/S>>"_I/Y/!.TY\P[_^-(]0MXF!_P"%:S\U?#LB155.\E:U M(F1=Y)[F0/5/CQ-CKY[SW7^DMY;*P[*OCWH^U_#S09+?8NBFS6HE21,+CD MFIX-KT_!2S9=[/(Y)B*B.1$2LQ[F?FK'._F+3I4=5K MT:%6O2I5[F05:E2&.O6KPP1IX8@X(FLCBC8U.R-
.B(AFF9GG/5]VVY1T?9 M].UUG+4GXW)&C(MBQ/L]^07P-\,3+S71O@R4#$ M:B(DK5>U]=F/9W[G3'EOCZ=/1RR8]9.O7U81[;TB\E8226379,7N%%]]L7P6 MS%BE;_%/)N,> MYEWC_<(D:]-65FO92Q75R]^S6V]U6:L]5*^2/7R.D9,<)]C\W*<>>2/*?R?' M2XMY*R*+
&=/0-QF7OX5?]CF7CA8O;OVDGE[,AC[I_7.0^SDI'68_C'>?*? MR>X-4Z3N4\]),$_,U\=-]-!_9TD^4N0V[OLE^F#&XR2R]947^)/)7_+_N[\K: MC"3G+K73Y)Z\H9]\8]/&B<:O@R3(7['LL2-*)?@DR)V5^(Q[?'!C>_MT/5TL[?-/:]E[&;)FO?ET]TTPTISZV>^CB[/S,QA<3L.-M
M8C.8ZGE<9=C6*S2OO,L5Y6_0]L>B^&2-W9S'IV>QR(Y]H](]?8F8G>.KY,1: M-IZ,*]^Z-]=F66]QSG&8WQ^)_P_0["^Q/38]KW1E/+P1SW8HVM3LUD\4[E5? M.5$]V]FI\KQ^3+?31UI+&'.]/W,&OO&KQWR DBPKHNXI,C_&2Q+K&;21)$=X?9
M]SX#XO'XO+MV[]SUQT]8_-YX+^D_D\]PP? /+^>D:RKHN8I,=V\4V<9%@8XV_M2YSY&_*EFE=YOD>KGO+/LV8?5&_F MWN;/TW>2/]'Z;#/]?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/]'Z;#/]?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/]'Z;#/]?$CV M_F7?3>'/O_$-
I+/LV8?5&_F MWN;/TW>2/]'Z;#/]?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/]'Z;#/]?$CV M_F7?3>'/O_$-I+/LV8?5&_F MWN;/TW>2/]'Z;#/]?$CV_F7?3>'/O_$-I+/LV8?5&_FWN;/TW>2/]'Z;#/]?$CV_F7?3>'/O_$-
I+/LV8?5&_FWN;/TW>2/]'Z;#/]?$CV M_F7?3>'/O_$-I+R6-ST\E[]OIZQ@RSY.4Y\4>;XZO5#PI9E2)VUSU57LC7VL!L#(E,E1GO[]W>%]](I#+Z?L=OB]?W>U]=WC3MN9XM9V;"9MR,\;X,?D:T]N)O MXYZ:2?"Z_E]#V-4YVK:O>B8=*WK;NS$O*CR] M /'"MEY'T/3U)G:B
MN6G8OPOR"M1._B;CH%EOO3M]*1K[_P"5#U6E[=V]>+7I7O3#UA-U2<*PR.C; MM%]PC?+VL.OY_P!FY?I*RXV)Z]E^GMV7Z.Z>9T^R^GZP\=OB]?W>Q=QW4OP MMDI/8MW%E.15[-3(XC-THU3Y*>+X3+CD]L3N[^,]%E7MV3N?)P98\B\^*?-
M[@PVP8+8ZOPW7\UBLW3\D6SB;]7(0M<[NJ,?)5EE;&_R7Y*]E3M[O(YS@QRF M-I=8F+'ZY\?0 !_B66.&-\TTC(HHFN?)+*]L<<;&IW M<]W*C6-:B>:]O9 /4^=YWXBUQ[XLCO6DF9W1T6*=8SSVN1)RQO3"5\@DOA\OH_$8O7
M]'EF#YYXAV*1D./WO#132*C6199;6!L2]1FQSTF'M]*6.:-DT,C)8I6M?'+$]LD5O5R74KPOC%A?N4=RJSJHCFXW%9[_&B+XOEI M:@QS[;VHK>W9LBN\T]NWF=(P99\G.<*^/-']"JDX4ED:QVT6H$7O^^S:]L"Q MM_$CO8XV9Z_U_P"">WX^Q][#+Z?L^?
$8O7]>S]:Y(T/<-CUK;<%EK#F^-* M5>_"S(^'LB^)V-G-%?8U._O6-$13G:EZ]Z)>ZWI;NS#S8#O8 M>$[+R1H>GN='LNVX+$V&M\:TK%%^%^1/;OXFXV!TM][5[>](U3N>)TO MQ;NQ+Q:]*]Z8>L)N]3A2*1S&[1:G1.W[[#KVP)&[\:-]MC87KV7_GGM^+N=.P
MR^G[/'Q&+U_27WL;U+<+Y.5(6;BRG*Y>S4R6)S5>&)4[M3Q+:FQZ5&)W=_&D: MOD]]NR=SY.#+'D^QGQ3YO<&'S'"V&M\,P&9Q6;])X46SB<3O#]<^/H ^ED,CC\35E MO92_2QM&!.\US(6H*=6%/QRV+$D<,:?WU01$S.T=7R9B.<]'I'_+]1G#.&>Z* M?
=]5R9O=$9B*64S#'=G-:[PV\=1L4>R>+OYRIW1%[=SK&'+/DYSFQ1YOQ6=4 M_"KWM:[9;L:.5$61^O9Y6,1?XSDCQ\DBHG\C57^0^_#Y?3]7SXC%Z_H]@Z[R M[QGM;XXL%NN!M695:V*E/;3&WY7.[(C8L?DVT[LB]]HG9L:]E/%L=Z]8E[KD MQVZ3#V,>'L /%]BW/4-
18C]FV;"8-7M\4<61R-:O9F:G MO6O4?)*L=O^>&./5:VMW8F7FU]U]TQ#U/:ZH.%:T]Q-VN:T]?A/]X'/OB1> M_P"DDF-B:_R^EOB;_+^+IV&7T_9S[?%Z_N_U2ZG>%;L]0_9:^HYW9&&.NX//M01.7L]KWF3&OBC[(GO>K4_+NHG!ECR(SXI_P!WMS7]NU;;X5GUK8&<-
G(VL M1\GQ9D*MN2%]KV_W1###*Z:NO=>W:1K5.4UM7O1,.E;5MW9B7D1\>@ M '@&Q\ MI\=:D^2+8-RP.[LQ+X9*/PZ.WD8U3^OQOM'X3?:G?\<9[KCO;NQ+Q;)2O>F-W MKB3]FX58]S&[-[S:A[^'R^GZP\?$8O7]]?] M8O]1X8RTC88MTKTY7+V1N4QN8QD:>?
9%=;N4(]36K_++Y?3V/DX,L>3[&?%/ MF]Q8S+XK-U&7\-D\?EZ,G]3N8R[6OU)/%^18]RRPN\E3W* M.C] ^/H ^Q8@]0RV;4\-:O Q9)K%B1D,,,;?-SY99%;' M&Q]>]55$0'1ZBS74!P]@7OBN;UBK$K/$GL\.R[G?$]K57P)-A]MZNU55.W=S MVM1?)50ZQARSTARG-
CCK,/&4ZJ.%E5/^GCOI_*NO9OLG\]]]*KV0^_#Y?3]7 MSXC%Z_H\VP/-O$^RO9%B=ZP3H'>"*#(S2X2Q*_OV1D5?-PXZ:5ZJODC6]]G MF<62O6)>HRX[=)A[2142H]'-T?T M_"SNSZYK%9+>QY[$8.N(OX)36(YR_0A] MBMK=V)E\FU:]Z8AZAO\ 4UPM0E6%=O\
ACV]YKUH87.VHF]O+NEAN-;7D:Y? MB)K.TX/;RJU7K5I9"O)=8U&^) M72T%>V["B-]_BC3L<[4M7O1,.E;UMW9B7EQY>@ M M M !AQU!^D*Z'^E26U1Z@N MJ;A;C3.TV^.QI^6W;%7]_;'_-)8^/,#+EMXGB3W*^/'N:BJB=^ZHB^]TO;N MQ+Q:]*]Z8WZAAK-,
<5MU8,UJWOO7HO9 MZM3Z3CH3Z1>D#DG@7]3ZAM;X@Y0VO]DW?DG!8;:]>WN/#6M+RO%'!NK8_,3[MS1U6[H6-=8SN]9"%*UK)PW&I661T21.8]W#48[VMQ5C>-G;3Y*5KPVG:=VYW MQ5S3P]SKK$>Z\)\]<=S#X^@ M
|7V+=M0U%B/V;9L)@U>WQ1Q9'(U]]F9]>]:]1\GPJQV_YX8X M]5K:W=B9>;6K7O3$/4UKJAX4K2K$W:Y[2IW1SZN V!\2.153PH^3&1(_W=^[M?$U4^DZ=AE]/V<^WQ>O[ODH]3G"MV5(?LN=4>Y6M8M["9ZO$Y51RKWG^+7P1 M(WP^:R.8GFG;O]"
<&6/(C/BGS>WL[5 ZSK>P8?.PL1]R.Q>0]W5A\7N; M8C@E?)7>O]:]&N_D.4UM7O1LZQ:MN[,2\@/CZ M #Z.1R>-Q%5][+9"CBZ479)+F1MUZ56-5[]B/L69(HF=T M1?>OT'V(F>4=7R9B.<]'I[+=1W#.(>Z*;=:ER5]]WP8FCE%:TJQ-V]>UX4^5)5P&??
$CNZHK4?)C8O'V[=^[>[51?)??VZ=AE M]'/M\7K^[Y:/4YPK>E]C]ES]CU5],6]A,[7B?W[]_P!_^+7P1HWMY]]S$_+MOY]DX,L>1&?%/F]N8#:]9V]!UG6]@P^=A8C5D=B\A5NK#XOC9UBU;=V8EY ?'T ?!9M5]5>6W.
M]G$<]/%\A)L/5NUD7NU4[N>C47WKYIWZQARSTARG-CCK,/&DZJ.%E5/^GCOI M_*NO9OLG\]]]*KV0^_#Y?3]7SXC%Z_H\WP'-G%&S2,AQ.]8)\|KD9%7OS2X6 MQ,]W;PQPU\U#CYI9'*ODUK553S;%DKUB7J,N.W28>T45'(CF]CFN1%:Y%[H] M+YH]*GD]*AS=']
/P<[M&M:Q EG8_A\' Y%5DF5R-2C M[7M[VPML2QNG?^)K$],0]0WNIOA6C(L7V7K;>U51_P M'"9ZQ&WMV\TG3&M@D1>_DK'.]QUC!EGRUM]$PZ5O6W=F)>6'EZ M #U]LG*W'&HR/AV'F-WKF3]FX58]S6[-R21Z]GD8]/QM27'QR(G]] M]*>_A\OI^KQ\1B]?
TE^OBNH_AC+R,AAW6K3F>OA\.5Q^6Q4;>Z]B*^W>H0T6 MM7MW[^U\OI['R<.6/)]C/BGS>X<;E<7F:K+V'R5#*TI/P+>-N5[U5_DB_(L5 M9)8G>2HODON4YS$QRG]Z1,3&\='WSX^@ #X+-]M2KRV[EF M"I5@;XY[-F:."O"Q/)7RS2N9'&U%7W]](.O*.IT>H\XNU*Q5
M;X,/%>SB.ITC#DGI#E.;%'F\;3]HX654_Z>.^ MG\]Z]F^R?RKVH]O9#U\/E]/U?/B,7K^CSC OXFM53S;%DKUB7],N.W28>T$5'(CF]CFN1%:Y%[H]+YH M]*GD]*AS=']
U3*M_A\OI^KQ\1B]?T?N8?]X:S4C8:^[T*D MKNW=F8]Y+"QL55[(CK>4I5:7\OE*](GO_D^3ARQY/L9L4^;W!2OT!\D4C5_&B]ARF)CE/5TB8GG'1]L/H M_'S6PX'7*WPS8,UBL)47Q>&QELA5Q\+U;V\38WVI8FR/3Q)\EO=>Z MI^-#[$3/2-WR9BO.9VAZ?
R/4OPMCI%A=N+;DC5[.3'8C-W8D3S^4EF+'?!)& M]T_BR.7^3MYG2,&6?)RG/BCS?3@ZI.%)I$C=M-FNCO\ G)/KVP>S1?H15AQL MSD[_(^W9/I5#[\/E]/U@[?%Z_N]I:UR'HVX=FZSM>#S$RIXEIU@ M \&V3DSC_4'OAV3;\%B[4:=WT9;T4N1:G;NBKC:RSW_]GN7V?
93W7'>W= MB=GBUZ5[TP]92]4O"DW.U.W:6+7=@2-W=$5?"DV-AE3PJO9>[4\T_% MV5??P^7T_6'CXC%Z_I+]+&=2G"^4D;#'N<-.5SO"C)4[^' MVU26:-'=E]W?NK6,:B>]55$0#U'F^?.'\ ]\5[>\//*SQ(L>(^ M%YY?
&WWQ^/"UK\37]_+Y3D1%]_;LO;I&')/2)8X+G3B38Y&0XS>L*V:3R9#DWV,'(]W?MX&,S=?']] MZJGDB=U=]'?R[^9Q9*]8EZC+CMTF'M9CV2L9)&]LDQZ>)KV.; MW:YKFJBH]>2H&?*Y M"K0C>K4[]V-UF6+VK_Q-;W%L?)[%=P2Y M(B]COB_#YRW&WW^?
PAF.2L]%5/XKW+_Q'2,&6?)RG/BCS?5K]4?"L\K8G;39 MKH[R26?7\^D2*ODB.=%C97-157W]GA3Z50^]AE]#M\7K^[VCK7(>C;AV;K.U MX/,3*GB6G5R$'Q@UO;OXI,=*Z._$WLB^;HT1>R_B7MSM2]>]$PZ5O2W=F)>9 M'EZ '\54:BNKL_P V<4ZS M(^#+
[S@V6(E\,M>A-+F,;+T]D]^%AR$T3T[?@N:B_\ /T.E<62W2)S?9?Y4[T47LIZ^'R^GZO/Q&+U_1Y)ANH/AS.O9 M'4WG%U97]C?!F(KV#1KE1%\+I\Q5I5?+OV[H]6[ON4\SAR1UA]C-BGS>W]M]ZMM=KQ6Z=F"W5G;XX+-6:>O,Q?)'Q31.?'(U53WH]H<^G*>KKU?.M ?
GY++8K"U7WLQDL?B:4?D^YDKE:A58OO[/L6I8HF^2?2I]B)GE'5 M\F8B-YZ/3V6Z6C^&<1(Z&;=*MR9KO"K<3C\ME8U[>]S;=*C-2;\F/]FX5>]K7;-RR2:]GE8Q/QN2+'R2*G]Y]]??A\OI M^KY\1B]?TE[&UOE;CC;I&0Z]N6"OVI>R1477&TLE+W]?
U/&WT]WWHBJB+VC7 MLJ]E/%L=Z]Z)>ZY*6[LQN]@GA[_#Q/8]]TS4$1=FV?"8 M1[F>-E>_D*\-R5G]=!2\:VYV_P#7C"]M+6[L3+S:]:]Z8AZIL]47"E>58F[M58M>'NCI*V V!T2.1SFJU'RXR'Q_@]_$U%8]*G95^CIV&7T_9S[?%Z_N^>AU M-
|*WY4A3;UJ/WCEQ60]WFQ*]=_!,E>61T$GGYM>C7)^(Y36U>)$PZQ:MN M[,2_=/CZ /XJHU%L$R>)RLEKT]IWOXHY]^%AR$T4C53S:Y]*G_/CI7%DMTB7. M$+U4<+(]_]/'?7^5->S?9?Y4[T47LIZ^'R^GZO/Q&+U_1Y+A>H+AW M//9%3WG%UIGJC?9YB.]@T:]?
#\A9LQ5I5E7NY$[M>K57W+Y+V^3ARQUA]C-C MGL,/;M6U6NUXK=.S!:SM]\<%FK-'/7F8ODCXIHG/CD:]I[T54.73E/5UZOG M /'_M>LZK VSLFP8?!0O1RQNRF0]TEF\/O;7CGE9)8>G M]:Q'._D/L5M;NQN^3:M>]$0'1ZBS74!P]@7OBN;UBK$K/$GL\.R[G?$]K57P).W=
MK()4=XO)8W/3R7OV^GK&#+/DY3GQ1YOC]]4/"EF5(G;7/55>R-?:P&P,B5R] MB>%7QXR5&>_OW=X6HGTCL,OI^QV^+U_=[7UW>=.VUOBUG9\'FW>#VCH,?D:T M]N)B=NZSTDD^%U^W=/PV-4YVI:O>B8=*WK;NS$O*CR] M /'"_MFL:M EC9- M@P^"B]
((YY626'>7X+$B M8=*VK;NS$O*#R] M M ?_]7?X M M #\W+YC%X#&&W,QFK];+ MS%U>\[?M!*PV1'$,V4"%BW8K;L>]S?!WTX'0A.KL.:MN[,2\@/CZ M #Z.1R>-Q%5][+9"CBZ479)+F1MUZ56-5[]B/L69(HF=T M1?>OT'V(F>4=7R9B.<]'I[+=1W#.(>Z*;=
MA3*HQ.ZJRROM'KY),U$[+GR:>MN=.4_HT8]1.U:/U48C:B94NBC@]:[PZ4GR^VIGBU2*NCAZ'.@EDE^\KM<-(Z,?#85U8!,U[!P2S!V$R59E,;:(S"!=:RF7;K(*N#N\QHAZZ@!>AZ4RM]4Z4J5M#S"K=D6@3]6=U'=<@4[;@!7IFCN
M:G=%5BR0/8YT;^WRFKW:Y/1-I?:*0YJ#_]6V'Z/NQ]\NX[VSQ5\C*'6>P'9*6&,%Z\N_/Y;JM2<4#1!P;Z\]%TS/-&2IUEO4C@1D0S'"Z9"E6;VW;;JV9*9DI-B4J%D::_KQ-'H.4>]V/U(1ZU.@4T)>1A%J7/2@LG1Y>YT1
[*OLVN:]V+#Z$$7:LLY5<-LS4U?%;6R4;K!3.T"B]?/BD):,K/G,K'E-T,_D(92V[OK9AMZPU@O)+-Z5V<SO#"=O*MKX*Q.^RX\A2U]-T68.Q3VYZA;VJ-1)=AG8[-L,?A]SO7_1WA=IYFA1MV5VEN5[3
F5D%>O!$Q7RS3S2N;'%Q7[%MMY6[V%QR+P9'VL-V5EC:C7*UKCO?5[&@U/YLTJ<>I2(>]UO,&M1T-6$GQ%Q%F!<-7JA2.I]=]VV(CI,Z?M,R]O3;71V?%OLTG[EM0QJ@-/0B5\M6"RSD+J;/>-35!'`8BB&^V^I=N@NJ4F8O9]&J8
M5%3R4/K([W]W[:C(]!<[]O[]:W*T$1+]L4N[,2\@/CZ)]K(]RYR9;T3:3Z1'O8;$6L(;3#B:G8-0;_BT74T/Q4Y=M!<=[$X]M,D=!YF@R8/1'EZ^BS]$WYF!<<=*SCXR'C;JKS62S?(V!4[7L9TU?:>,Q%]MB])U]0S/*[$?*B
6\3733.1/-55K&)\]FM\S MU2EKSM7]]WO6D,V3=F&^>]^G*K&]]W2.<]G/>]RO>]ZJYSW. M7NYSG#X?Y#X ?K87/9J\L\6VR[4&CT0N2X4$.K%OEP&Z\SN\R4#WHO.=K&2#(S$>]ZI]K9TQQ]T5CBAU,YTEQ]*N.X^%B^Y9[@[:-HNV^T3*;5@M'KH
MNI5V0K$Y?)'9O'UV-B6)57SGK,;X/XT2H]O;DR:?SQ_DUX]1Y9/S9X5;5:]6 MKW*=B&W4MPQ6:M]M*R:O8KS,22&>":-71RQ2N9S[]:RD*?!RK'1/.)%]<^$ZV%3GZ-$!.QLO]U'J[P4Q]Z'HD:*>6_W,GOS-HGDQSMAH@E*UTOW?4
<6GFWWK\H9LNHBOW:=DMISN2S=M5O=T=.HWP5*,*KY^SA8QB?B-E:UK&U8V MACM:UIWM.\O&CZ\@ #W?QUU S?9X^V] M7V\6K6=_"D3O8H\[S=&Q,@G6]\W:P-M2JC<*>CZZJ$=OIQ>@KN6IY\2=TGPHR5S$6_R4N=Z5]Q5^Z&C&/T[JW?5S$'1
#8@?'+$]/QM5%$Q$\IZ/L3,)V/%TLU@[];)XK(0I/3NU7^.&:-55]OK9$Q:M #UUR1RAJG%'V3'*[&Y:=JQ9R-D]Y'[R'W76(8[A'#J(I3"YEH3G-_5_VFH;LT9G5_[=%_6XEN/+Q9T6\^B>@FUK\7Z)>!!KK!+0E'7_\<&+D4@E>^]V
M^57H%555557N]\JOF]]E[*&]KL6$C(+J.T^C[+!6CUGEJ$0_]X>3W+O!0G/_GO?+/N?<1X8ZS9]4X[&$XT6-3]\2)F=5X[JV0TQ7DG\4;OZ[_,%O)?LT:35W(X]8JUCL[G]CXP@;@-/[_(O6=RH5A8I@#;]M7XDC:%J]W9HO\L"[J
MBZGOZ*5,97]E2@5K5[>]&>T=V^U9 ![3T]R(=M?)!HQ<Y!ZW!M]E5LF=<%3N=%0]]U?!VL/(R_>2_VQN)YDIVYD]8%F9<1O67XI6LZ^A\VW7OZE!C(Z#[]/]K3H&^7[]9M)KV7Q+*#A^7<>QPU.8+;8[?R[#[V4%J6>#=*B1E?0]YP=1+[!FFWU
MMY7*W*^/QU"""2S5^K,*Y&:SA>,FKBL.U7B'V7GGL5.(1:]O"V?!1:J2JO2*J8@?J*>U>W,=6T;)7&-.3O]SR#]S%VL/#U9V:2(?SV&7[M#[[=\YA%8H0MEXJN9+=3Y6T]G'?O\I1@R74I[1>+4:P'(I@)9*>E+9:TC>/B5V8]="
M[M?'(Q6O8Y]'*K*_[/]WY^Q(H)]-$'NW.NPP;<[?IMN@[HV1RKI:<V9X)9=+=CDVJB\@,+^BH6[6*>J7.TS!M)DJ7+J5]<K]KT)!_I:$7R]>+>J.J\>/[M/>4O/O8]:BUTV6M=FJ<&:L+FO5]O%R1?R=H35)=G]@1)_+V[&BUP)Z6B]K,9
..NMKKPZ:_1]/W.9.I'>H-;Q3_(74U#4<8V')\@]4M>=JO%[UI&G/@]!5ZQ7UQ=9V2S MNI<5[+D^E'@2S+*6HZ/Q9G;-/D/XU'V.3?.3.7*2!^]0%Q5+!?*LYN]*<:HZYS=4?4.:U4V7*/(]"H33@^0Y7^MY^?Q7]CB?[V7@!9;\!]1U
VE:Q&]LE8]CE:OR8BT;6C>HJ/Y>WCZ>EGD[5ZAG4:4O7D=Z6GB,'U4:E@Z^+97LS2I%%)S1I&#@AQD M--[I.S\W@1]R4(/)*U.I%]6*(:I(1T3.5NU&JG.[KR[E+X!0-&::QI0X$-_[+9SC'OK]WM@()]A/G'MF^+$$)&%C!Q*<<^[&4L=]
:M3*U49%&USWK[D]_;[6LVG:O5\M:*QO;HG1R MAU6;=M,MC&:2L^H8#O)ER)[5V/(1]]HDDMQGB;B6N:B*C*R*U*O;Y%]^M-C!]R*V8)&/?+DU5$3)U7O=TU_9W;#7V)F?J1/HM0M,D2R)U50JP)=@'+M[*J7/V*?>8V/U>)C1HY*]7*A+
'W*.OOXNU#>QEVWCKM@N4;U2U [^NAL5WQR MQN_E1443$3RGH^.O0:3]^0G'DK+ZE5ZPHM=0SDIAH6W(=8QR_(^PFG%V3&LQ1&=P*7I5H%7>[D/5(L9U8%=DU7?M.6&8'2.2JQW$^QG3(OZ[]T+GSQ.Y0_]-5W/+Q1>#^>MV]4/;'M+6?%$U*
MX^@ /X]HB]B(B9=\GBRBO=*]T)\E[=)[[_GP5O;;I6K1&])^HK&7U?H\%R1=^*M_]D[;EMG![3Y\ER;6=[CJ;PU;S0]H8Z^W][96U0B]Q7J]>FSN[]@A^:+Q75AR>Z^B'8QO<B]#QY9'N^V+]>V]D8R2Z%*.R>A+]I2E.Z9Q7O%
[LOEV153[6LVG:O5YM:*QO;HG/R?U6 M;?M,MG&Z4L^H:^OCB]:CW-+9M3S6;$SUDFGL2/FFFD=YN?++(KGN/8V_7=%Z[W'VIZ=N!WN\4-FO)'-$[M]+ M7()B)C:>[$S'!/YR8.?T7;=5UAK3;YNR-+R#X/1=9=M<=H;KXH=UX5
/$\Z8PUZMDL9D(M&6*=VI(DL$\3T[HK7)YM0DA>R6[=C!>_M)&.3P.[XL$W^]ES.GRYXI)VO.R>.Y,KI%K]D[(KD9XW=D3G+YFVM*TC@]&4@VMYGP%M5YI)5@J@/J+FG/5FH7F+Y=&I>*5T3=]'I?E7M&9I=1Q(O0-G)*9:WX](8]\=5#/_Y:B
K'/U=*9;TZ3R]%).(>==7Y7K?!8$^)MIK0>VO:].E21[HV>%)+>+L^&-M^ MFUSD\7R]/U6[']EKD^5O1[O.3] !]#*97 M&K&X3^]VS]X3CHK&7P&(5.&:)Q%N]#,N+^UI*\@R>-_.8S^;2LHY[\W4&I>4?NY]A>T[DL:-C<*'CRAO(N9*2
MKY,Q$;ST3T5Y[ZMLQDI[QI.&XS1/3;ZJ,.CJ&(Q/#J4]O@/LW&+SYR73ACY^V_1&^3"J_%DJ>7C\O(\-MD(-1H:,^^=)5J:I&(5O@Z3!G=]Z"9)A8S]&+)HCE2$JA3:G@7MQ%N.MU#AB:Z^D+=-@^I)N;)OD5$_:BVLUX'K4'9@,'
Z(Y.Z+YH]*N*U9K/M/]8;M/J0*>Z]>+\7]H MN7@]\WNXAM4QEL+ MM]<]E[K7>J7*V:M+R&GY^+=S=`)+M\^]I:7Q3=R?]*8<?;(NHS!:.@9+;$U9C0\)S9AHO3D;9*+!<+B[8[V&]*4M=(4U.<LO]7J]0!G3.^]T9F3]V3*[?
/(=LYO(X2ZU6]Y.%E\+9FM7ND=]#NM>Y]^^.5KV+]* M*?+5K:-K1O#U6U]SO6=I9X<0=6%3,S5M>Y,2IB;\]LA]]3U*^)M2.5&L9F* M_FS%R/7MWG8OP;NORFPM3NN3+I]OO4Z>C7CU$3]W)RGU9KMV0* M^&X^1[UPN#G:BHL5R2S)+]V)W9'5XGL1B]T?
(UZ*Q=&+!-_O6Y59\N>*?=K MSLGCN'(6Y][[;6WM>P9#+*CU?4DBKW*]SBC]>R8U)A;-*1R9\]]HF%QE9WVL!2.9QTMG*:!_?CAVI@R_(;#-5H]U2&B]D8+F1*8'C1EOV=@]"(W0D0B6^/<:NAJL1\BX?Y4^!ES0.!-7#<<"B4&<^!!]7O^TA1
MSUH?:W]=MS,?*K&]O:6\78[1ID]+7+V2;]8]4ZT[I7H_(,L M;V_R'YVV<=[Y/AWFSCFP%=:?4_U:DN9+]VR>_OU9EAF#@A9Z^X%<*'HS_%J4U%ZB]!)4EY)$K.9]GB&J<6/]O61$D!7C5$%.9IT%N5UR=7CY
M]RSOD>C&_0U%\+4D1S"4:*-5GZR_D`[Q=.U!5V&R!8>$K7^ZS]M#U3]6.U@3I-)A+>HNM5S'*FZ7U&S[/7/SXFL/K*7$=J%DN,4)>L(8:BMPB*B&/J_]ZPL+]CU@EZ8*X[X<9$.8A&>NWT(B2
*8YS%1RXK4M2=K=6VEZWC MBKT>8'EZ \$Y!Y'U;C3"NS6SWO8M>KHZ&/KHR;)Y2PU._P ' MH55>Q9%:BIXWN5L4:*BOM(WLFUR5U*;_ODUBGC;DVHZX] M7LCQ>&L217;,*]])\:9>/V5NRY['*CXXUAKN;Y*QR^:[<>"E.O.S%?/>_*.5 M6.Z]KE5SE57*]]]]O=55?
-555\U55.S@_@ #]K!;%GM8OQY/7LOD<+?C[=K6 M.M359'-1R.]G+[)S6S0N5/E,>CF.3R5%0*36+1M:-X>HM-9WK.TLXN(^K7X5 M/5P"*+8('3.;!7V^I"V"NDCO)B9VC"U(J['N\EL0-;&Q53QQM:CI$RY-/MSQ
M_DU8]1O]W)^;.B">&S##9K316*]B*>">">1DL,,K$DBFAEC5S)(I&.1S7-5 M4^+#;SGE5PRYHQ]HYV3HW;D_>.0K3[&T M^Y*=@65TL&+BD6MAZ?=?DM]XR%6UF*Q]](GC)[E\UVTQTI'W88KY+W M[TO 3T\ #V9H7+N_<<3L=K6_CB[M ?5NW:>
]6E1IP26;=RU*R"M6KPL5\LT]TBMCBBC8U5R5M0B@%B^4 M=29B.<]&_*5Q0=FFL83BYC:M5BOBFVN]6];)LK*"KL/C[#715H/+RFL,?(]M%\HXU1%=LQZ?SR?DQY-1/3/6Z?,(Y]#=0)U]]MH)7)(D7]]](/_SOPTL
H1#5$1$;1T99F9G>>Q[51S'LK*RL5&HUKH^Z]<,F"EN=>5G>FHO7E;G"D.E[QK?(&# M@V#6,@R]1E7V*V3Y5]7+)EKCCUMZ)M\@\T\@RHGD;:8]4Z1S]6* M^6]^L\O1ZG.CD /--.Y#W/0KB7-4V"_BN\C9)ZDMKFU0UM5ST?Y(R1SE\"8\N":?>KS]V8L\7^[;E9E09V@
M #^.Y&M:BN7CQ]>0 ![YXXB.0^!/I]]=V1EV;7F*QLN"SD\ MME(X&\D],R,G,M+F,G+K52?C7E35.4L M1\9:];5ENNUB97"VU9'D\7,]/))XD.KV2>'L #QK;-OU[1)\)V9#9LE#^C<;51&\>7E.Y]V]B[>(I'R[[&VH[.+
[E]Z]]]IW<'Q!\ / MO8]]Y+#W()5 M]LY4.F7)IXGGCZ^C3CU$QRR]KD5%E3"_S61R)C+IVKGRK6.=DW&\A8'%A*IK>'@>_8)U:L(*RN?\\@(C!DW8[^3ASD_S9%9VE;>9]#$8Q<7G=>2-%=*]F5,5=^?T,_>%>>#YX5GUG5^[
+0PD3/XK'U&2N?>< MSNO9]E\TB=U[.1/)-M,5*=(YL-\M[]9Y>CU4=', >;Z;R-NN@7&V]4V"]C$ M\?CFD))[?%V_=XDMXRQ[6E.KFIV\2L]HWO\ )U)^[*AO# M?4S@N0):NN[1%7UO;959#55LBIAR5Y7.\]:]O9R.OO?
-9L/DFE,.]S;]6EK8W=5GV_7T\$2VI',^R.C&G9/:0W9%8W M*HU.Z]RR[VCU[=IFHG9<^33UMSIRG_5JK]U1]?+G:]?^.U?R*ZB[/M]S[!?O$UHG^V\]^.OB&K]OS_4]N+4*G5T$4YG$8=]]4I:C9H:SN]+ZO(QNU_%P-YH8W
9S(5<7BL?"L]R]Y&L8U%?(]R-:BN5 M$7[$3:=HZODS$1O/1/7E3]TSV8FLXCC='X##M5\+L_/$QV5.4>K#^]D+^4M37LG=MY&[8=XY M[EZS-;M3N_KIK%A\]DLCOY555-,1$*U4GFJV8' MME@L5Y7PSPR,7NV2*6-S9(WM]FH/OR;
OP'R8 MUNR.8NR4&I_SDCN2.8W+-3N]N99=[5R]NTS43PKGR:>MN=.4_HT8]1:O*_./ MU46UC:CR ^/H M M ?_6W^ M M !\-BQ!4@GM6IH M]]:M#)8L6)WMBA@@A8LDTTTKU1D<44;5&HW<44;5Y[YKOG[Q$$O;LCW2*M##BC'&\]^4[-E MG).T=R&/V<0 /;_[RYFN*

CCNUWS6]>ORQ1;#A/'^]W*]+X?A59KU M1D63IMW/+CC)7;^[R=<62<=M_[?-7?#9C&[!B_9S'(CF.16N1%142=,3$[3U48F]C>.C], M^/H #Q MCSJU(WJ] M(YR-1TLG9'2R=W+V\D2C2E<==H3;WG);BEZ_/;P !E?TV\Y3Z1EJVF;- M<<_3LQ9;%3LV9'.36\E8?
X8YHWN=X8L3>@D=2:%W=KYI)&NCJM>G@=(USG(YL:L=VPXNTG>>[#AFR]G&T=Z4L;5] MS>LV+ERQ-;MVYI;-JU9E?-8L6)GK)-//-(KI)999'*YSG*JJJ]U*$1$1M'1@ MZ\YZOKA\ !\L$\U::&S6FEKV*\L<\$\$CXIH)HGH^*:&5BM?'+&]J*UR* MBHJ=T#[T5)Z2K2?+
[R,_JF(HSL[1-159-(WVJ^)$B\.[!BX8X[M=[]F'/EXIX*]W]V(YH9@ /.^.^0M@XTV2KL6 G5%8K(LCCWO&7NE[4MQ56#TG<<-ONLXO:<%-[2ED MH$[7-59MJS2W#/52K:+UXHZ/*S MR] !XKNNX8;0]9RFTYV;V5#&0*_V;/"MB[9?\BK0J,%B+W>_LCI9%5[O-
>R4J4BE>&$V]YR6XI>!GIX RUZ M;>=+.G92GH^T75DT_*6/88ZS9?\ ]2WDK,G[VYLKU[1X>Y,[M,Q>S(9'>U16 MI[1'Y\^+BCCKWOW:<&7AG@MW?V4T,+< # WJBYRGAFM\8ZC==" MYK?9;AE*LG9Z^T9\K7:\K?-J(QR+<'Z]_8]OE*U=>#%O\ [I;Z,F?+_OSK M]?\ ?
S @UL8 'D&K[1G--SE'8M=O2X_*X^7VD$\?FQ[%\I:UF)?D6*EA MG=LD;D5KVKV7^3Y:L6CAMT>]VFL\5>JO7$O)N,Y4U*ML%-K*N0A'B39N7N8Z2:#7<.KU1L%97JGPZW& MUSHWY2\U$65R=T8WM&U5:WNZCBQQCKM_=YIV7).2V_|_;Y/3AT<@ /?O
M!/-61XLSS*EZ::UI>7L1,S6/57R_'JO@3,XV/Q=HK4".3VS6IVL1-*HKFQ MN9RS8HR1O'>AVQ99QSM/=5DJ6JUZK6NTYXK5.Y7AM5;,#VR0V*UB-LL$\,C> M[9(I8GHYJIY*BD[IR\U'KSCH^P M !X'R3R!B.--3R&T9?]]2#PU\=CVR-BGRN4G1_P M6A Y4?X5?X'/D?
X7>SA8]_9?#V7W2DWMPP\7O%*\4H_;KNNP;_L%S9-DN+;O MVU\,<;?$RI0J,)GIY S8Z8.I<:[;==)B+SV5=5R-F3Q+B[TCO##A97N^4N/O/ M=X:ZJJ^QF\+$3P/18\N?%O"7KYM>#+M/!;IY?[?[?[^HB8VP M&(_4QSC-I%--
(U2VL.U9:JDN2R,#T]KK^+G16L;"Y.ZQ97(M[^S7NCX(OWQ. MSGQN31@Q<<\5N['ZL^?+P?=KWOV30]RN2^0F(F-IZ/L3,3O'56/@7F*ORMK3FWUAK[=@V009ZHSPQMMM>BM@S-.) M$:U*UQ6*DC&IVAF16^371[Z=FQ=G;EW94,.7M*\^]#WPV..*.-JN?)
(]RHUC&-15555$1$ E5U"E/6-'U>M*Y]7-AV?+RQU MX47M%78K[,[HZT$TK/5*S>W#'5YO:*5XIZ.4-UZ=>'._I#NH#8^>^<\X^6Q: M?8QFAZ+0LSNU'BW1V6Y9\3I>HTI/ V.I4;)X[5MS$M9*XY]FPYTCU[4]4KCK MPU3;WM>W%9A:>G@ #:?]7@],_F.ECD?
6NBS[4W"S:Z8>3<[#A^,-GV&] MX[G /(6?O/\ @L2WK+7/Q_%V[YBTV*_$^1M+#9"9,BGL(9,C))GSXN*..O>_M=IP9>&>"W=G]'1),+< !^;F,OCL! MBLAFLO:CI8S%U)[MZU*O9D->NQ9)'=D[N>Y43LUJ(KG.5$1%541?L1,SM'5\ MF8B-YZ)#\Q\N9GE?
8Y+L[IJFNT))8M>PBO3V=.LO9JV[+6?(ER5U&HZ5_P K MP^4;5\+4[T<6.,==O[O-.RY)R6W_+?)Z@.CD !D#P-S7?XMSL=#)33V M=)R]ACV8Q/W^)O945[8U;QS8HR1O'>AVPY M9QSM/&5BN9)%+&Y'-J;5G-*SU*#8]>NR4QX]$KVFK\#S6 M,5WBDQF5B8QT]?
O[WUY6O22%_P#'B>G?LY'-;-R4G';AE2QWC)7BA[(/#V M 'YF:S&-U[$Y'.9>U'2QF*ISWKMF5?DQ5Z[%>]41/E22.[=F,;BN> M]4:U%541?L1,SM'5\F8K&\]$A^8>7,WROL4EVT^6IK]"6:+7L(C_-ZIU5=X M?A5EK55DV3ML:BRR>?;\!O9C40HXL<8Z]>?FG9Y7MC5
MO'-BC)&\=^'?#EG'.T]V57Z]B"W!!:]S16*UF&.Q7L0/;+#/!,QLD,T,K%5D MD4L;DW1@QY7.ZN5/)?(3$3&T]'V)F)WC]K1P1R_7Y M7UA7W/95MKPB0UM@IQHC(YUD:Y*V7IL1?*I?2-WB;[XIFN9^#X'.G99R=0 ^.66*"*2>>2.&"&-|LTTKVQQ111M5\D
MDDCU1D<<;&]KG*](B)W4"4_4!S?=Y,SYR)0PXHQQO/?E/S99O.T=R&.1V< /:W$? M*V;XIV6+*4GS6L+;?%#L&$21&PY.DU5^7&C^\<60](]702^2HO=]KX'/1>>3 M'&2NT]?)TQY)QVWCHK[@]E$Q:-XZ/UCX^@ !Z]Y.Y$Q'&.I7 MMFRG::5G^Y<3C6R)'-ELM,Q[JM*-
W9WLX^T;GRR=G>SA8YR(Y41]^\=)R6X8 M>,EXQUXI1^V_;L]O.?O;)L=U]W)7G]U5>Z05:[57V%*G#W5M>G6:[LQB?R]O M=RN5:5:Q2.&O1-M:;SQ6ZO&3Z\@ 9R]+_.EBM;I<9[?=6:C9]G5U#)V7
M]Y*5I5\,6OV)7^;ZEGNC:BJO>*1$A3NQ[$CR9\7^_2OU:\&7GV=NGE_OY00R M-@ ,/>ISG&?4*KM!U2VZ#93H*[D>WL]\;VZ<&+B^_;NLV?+P_ZKYJ]^:J]_2IM87 M\ #]+$9?)X')TLSAKMC'93'6&6]5V]_V:/W.:OFCFN15:YKD5KVJK
M7(K55%3$3&T]'V)FL[QU5HX+Y>]\KZPLUE(:VTX5(*VPT8ODQO?(U_P?*5&* MJJE.^D3E\/=5BD:YGFB-_PK>R"L\2RRM:OM$H4&*DD[D[>7A8BH^1G? MICQSDMMY.>7)&.N_GY)$;%L69VO,W_G[\V2RV2F6>U:G5.ZKV\+(HF-[1P5 MX(T1D<;$:R-
C4:U$1$0HUK%8X:]$ZUIM/%;]_$/KR !07I>YSL9-U;C3 M;[CI[D<*MU/+6I.\MF&O'W7 VI7?*DF@A8K]KW*]N8U8N_=L:.QZC%M_NE>G MFV8,N_W+=?)G(96L /X]HB*]JB(B=U5?)$1/I7^0"7_ %&\Z6=\ MRUG4=9NN9I.*L)'/-7>]J)LN0K/\
EW)7M[>TQ5:9O:M'W5LBM]L[N]QI'NPX MN&.*W>_9@SY>.>&O=C]6*YH9P /8?&?).?XOV6OG\)*Z2!SHXDO=$5%2V.V\+!ZEM6'W77< M5L^!G^$8S+5FV(5=X4F@D15CL4[3&N>V.W3L,=%*U% ML*-;1:O%'1Y&?'H /#M]W?#<>:MD]]SDG:K0C\->]QS4L9&_+W;
M3QU1%[]Y[4]=N_94C8CGN[,:Y4]4K-[<,/-[Q2O%*/>^[WL'(NQW-DV&RZ6Q M.Y8ZE1KE^"8N@U[G5|=1C\DCKP([S7MXI'JKWJKW*]T]4K2O#5-O>;VXK/"S MT\ 9B],_.MG6\E1X^V]XLNM9*=E;!7K,G?X@R%B3M%4=*_\'$WIG]NR
MKX8)51R=F.>]9L^+BCCKWFK!EX9X+=U20Q-H ,6NI+FU_'F*9] MVMV$;N.=]O>ZRQ?E:_B9?:0K?:]+W;DK3VN;63^)X72+V\+$?WP8N.>*W=AG MSY>".&O>E+Z22261\LKWRRRO=)))(YSY))'N5SWO>Y5<][W*]]]KW53>PO\ M ? ?:HW;F-
N5DD4T,L:M?')&]]*BHO=% MQQM/1]B9B=XZ]K]/G-#>4L#+C\R^&+<\%%'\:1QM9"S*TE5L4.:K0M7LSQ M2*C+#&HC(YE141K9&-2?FQ=G/+NRH8AD0<78 /X]HU%< MY4:U]*KG*O9$1/-555\D1$ E[U%\ZVM]RMG4M;N.BTG%V?9RRP.5OV2WZTGG
MG;QXN"5O^YH_P7]GMG=U6-(]V'#%(XK=[]F#/EXYX:]W]V+)H9P / M8O&/)6>XNV:MG\-(Z6N]609C$/D/Q*Z"7LKHI//S:KF MN\9*1DKM+ICR3CMO'18/5=GQ&Y:]B]FP5CX3C,M5;9KN5$;+$[NK]ZUAB*[V M=FI.QTZ^%[53N]>:S;5FL\,]5&MHM7BCI+R$^/0
>CN=>7ZW M%&L-E]!:VK,^UK:_1E^7'&Z-&_",K]Z_0B(B(MB=FM:B(B(B(B48B(C:.B=,S,[SU?GA\ ! 4545%1>RIYH]>2H]?2@%)^F M/G&;<*K="VNVLVRXR]Z3#9*=[G3Y[&5F]Y8+,CU59LKCHD15=W\4\"*]45T< MCW8L^+A^_7NMV#+Q?GG_O MY@V:F0 #R?
4-OSNC;!0V37;CZ>1HR(OEW6"W7Q M?Y%14,E>*'L(\/8 M ?D9_XO6<+D]@S5IE/%XFG-=NV'_Q(H6]_#&W*6>5W9D;&]W22.1K455 M1%^Q$VG:.KY,Q6-YZ)!7MW; MBPV9L33Z/E[#6WZ[E=)\26IE:Q,U28B.>C&]D2S$S^]1_*1%>Q]+QS8NTC>.
M_#OARS2=I[D]L12Q3Q1SP21S031LEAFB>V2*6*1]/CDCD8]LDCD8]*UR*]*B M]T)Z@^0 ->BN>.8:W%.LI\"6&QMN;;-7P%)_A>VLC&^&QF;D:]T M6K15[? Q?ZM,K6_@I(YO7%C[2W/NPY94RENQ?R-^Q) M:NW;4CIK%FQ,[Q22RR.[]YSE7^\B>2>11B(B-
HZ)TS,SO/5]$/@ /]-Z.:]=E145/)0^]6=,_.5C=]]Z/MMOVVTXRLLN*R4S MNTV?QE=B))'8\V6Q[4\3W_A3P_+5%KW?V;<&7C^[;O?NR[M,[2 'PV+$%2">U:FBKUJT,EBQ8G>V*&""%BR3332O5&1Q11M5SG M*J(B)W4'1)_GOFN[RCGGT,9-/6TG#V'LQ-+N^-
,I/&KXW9R]$]-(5[=D>Z174,.*,<;SWY3LV6I68E^3+7L,1[%5/PHY&]^SV.1',>BM M.C],^/H M #X+-FO2K6+EN:*M5]02V,-B=[8X:]>"-TLTTTCE M1L<44;%B3W//->0Y1SLE''3S5M)Q-E[Z174,.*,<;SWY3LV6N7Y(XMBPC7IX+=9.[4MUFO_>X\G21RNB=W;XT18W.1
MKE5.>7'&2NW]WDZXLDX[;_V^:N^'R^.S^*Q^:Q%].[C,I4@NT;42]V35[#$D MC=V7LYCD1>SF]B.:Y%14145$G3$Q.T]5&)B8WCH_2/CZ M M / _7W^ M M M !B!U=\ARZ_JE#2<;86+(;D,VIOPUX8ZS^R:IM80 #/GHYY#DD9F.-LC.KF
MP,ES^N>T>]^SC=*QF9Q\7B\D;[:5EEC&_2Z9WXS)]:=+Q]6S37ZTGZ,\#(U@ M)N=7O M(KI+&V3MW:],;C9VHWLOR9)Y4=YM3MMT MU-J\<]98M3?>W!'2&')I90 "KO3'R'+O/"4-+(S^VSFHRQX.\]|_%- M9H)%[3#7I/>[]\]M= KG*KGR5GN7WD_/3@OO'25'!?
CIM/6&1AQ=@ M !]'*9*GA\;D,OD)4@H8NE:R%V9?=%5I026+$GT=_!%&]_RGV(WG:.KY,Q$; MST15W_<NYZO;1Q\?[UCZ$:^[P5*C&,[IV\3D5WO5> M].E8I6*PF7M-[3:7AQZ> 'E>D;=DM%VK"[5BG]EK$7(YW0^)S8[E1W M[W=H3^%458+M5[XW?2B.
[IV5$5/E]Q>LUGI+U2TTM%HZPM9A\M2SV)QF;QLG MML?E\?3R=&54*R5+U>.S YS>Z^%RQ2IW3OY+Y$N8F)VGK"I$Q,;QT?I'Q] M &/G4IR%-H7'-J/'6%@SNT3+@L9)&]6SUH)8GR96_$]=G-=7I(L;7 M(].9+.QR>X[8*<=^?2"/?@IRZRDR4$X
R^Z1>0Y<%M]C1;TZ_%.V M,DFQ\;W+[.ML%*!96NC]I8TR-&\|;_=XY(XD_OY]13>O"6&G37VMP3TG]U* MS"W !-G]\Y#DS6V5-"HS.^*]59':R;6/_>[6?O5VR-\:(JM>F,Q M\S6,7R5LD\S5]R&W34VKQSUEBU-]]<$=(8>&EE *Q=-'(;]]XZ]U;
M\RS9S4WQ8+)/>_Q36:L<^[7ETE1P7XZ M<^L*-W9 MLD5>1ZS2-[IWBB=]/9%]XZ<=XKY/&2_!2;>:,]FS8NV;%RW-+9M6YY;-FQ.] MTDUBQ/(Z6:::1Z]Z2661ZNY3Z)G7G/5\ ? 'O\ Z;^0Y-#Y M'QT%F=8\%M3X,!F(W/5(626)?
#B<@]/P$=1O2(BO7\""67\9RSTXZ?.:;!?@ MO\I5]J)RB &"_6-R'+6]X?C?'3^!<@R//;%[-_FZI%.^/$8^3MW3 MPRVX'V'M7LY%AA7W.\]>FIOO>?HR:F_**1[RG\:V, I%T@\AS9S6L MEHF2L>UNZKX+F'61W>63 7)%;)73OW[7-7X;T/M:S:T5CS>;6BM9M
M/2$4MBSV2VC.978MR]]]O:3.[I%&BJOLX((^T<;/0 'LCB??;7&^\X79H7R? HYVT\W7C552Y MA+;V1WX58G]4?QFB3Z)HF+]!XR4XZ37S=,=^"\6\EG89HK$,5B"1LL,\;) MH96+XF212M1\2-_ADKX"I()RW&V0G[U[<<=N%K$R]&)7.55;8K(V MPUC41&K%*
[WN4RZFG+CCZM>FOSFD^Z@1C; M M M !SO?6GNO&]S;U7X#HRTW-2OXOZ6]U M;)[K5]67KCMBYVW##0W;UFW'&[X+==Q]IF3KXR]Y466G>OY:)53QN1-VGIM7 MCGK/[,.IOO;@CI'[M5DT,P !U$O5ZNO+)];O0#]U'?LZ_-\U]-V1AX M3Y&NW9?:9;8,-
BL;7M<9;MD'*KYK,^=TYT=&U,F>Z>]EL1=GD\W]UGYZ<%^7 M25'!?CISZPNL<78 &"/6-R%+#'A^- M\=85C;44>?V)(W+WD@;-)'AZ$OA\O LT$EA[%\^[(7>[MWUZ:G6_1DU-^E(M^K 0UL8 !2CI$Y#ES^]Y#2,E866_]2Q38MTCE=)+K]Q[FL@15[]K<7
M<:K$[K\F*:-J)V:8M33:W''26[37X]\,]8_9F"9FD M '[SF??4XXX\SNQ0O8W*.B;B\$Q_A^7F1\T\|CYHI7*^2665RODDD>[MNY[WOF]FYR]C6PSR*ON3MQSTXZ;^<.^"_!?;RE6$G] M 8&]8W(?V1(W>;VI(YF%Q\BM=V1]/BDLR,FIUO/T9-3?I2/]P(-;& 4NZ1N0Y-BU&
[I62F=+D=/=$[']/E?XGS MZ_>?)\'A17*KW_%5MCHOH:R&2%B>33%];;6XXZ3^[?I(\5>&>L?LR[,S0 M /&MRV>EIFK9[:7M)*WA;8B3NB+-"SOY=SQDI%Z37S=,=^"\6\ MEF8I8YHXYH7MEBE8R6*1CD0I-9T]K]..F=%D]T?/#;?&Y6OAU^E[)
<@SNWS;\8S31P=E\GPK*TT:>G M%;BGI#/]+\->&.L_LF2;F SMZ.>0Y6V-6-S%")5[N\,\;F6&,3LU]QS.][E[Y-33I>/[UZ:_6D_1GX9&P M)3]3_(_%?;RAC<=G !_N.22*1DL3WQ2Q/;)')&YS)(Y&.1 MS'L>U4W9$6] M7DBL]D\FI-V^@FY:<%YCR4L5^.D3YO;1S=
!XONNTTM)U//[7?3Q MUL)CI[GL?$C%LV$[14Z;'KY-DNW)(XF]ODCGH>]5F]HK'F\VM%:S:?)%3.YK M(['FV2.1K7QR,0>1LK+!863!:_+-@L#&UR MK"L%2567+[&KV179.XQTGB[(Y8DC:OX*%'#3@I\Y3LU^._RCH]''5Q M ?:I7;>.N5,A0L2U+M&Q#;IVH7*R:O9KR-
F@GB>GFV2*5B.1?H5!,1,;3T?8 MG:=XZK/<6[M%R'HFO;4SP-LW]:19.&/NC:^6IN=5R436KV5L:VHG/C[^^)S5 M^GNLS)3@O-5/"?CI%GL$\/8 QLZH>0Y=(X]?B\=.Z#-[E+/A]LL; ME9+6QD<37YNW$Y/-'I7F97145'-=91R>;3O@IQWWGI#AGOPTVCK*5)O3P M #,
[H_P"0YL9LE[CR]8[XW88Y\EAV/=Y5\Y1@1]]*+Z&ID<9 Y7=U_#K, M1$[N7OFU--Z\<=8:M-?:W!/25&S$V@ !,CJTY#EV/=V:92L.7"Z< MU&6(V*]1V=AM1-?=F?V7M+\ KO979XD[QO\ ;=O)Z]]VGIPUXIZRPZB^]N&. MD?NQ--#, 5SZ=N0Y.0N.,?/?
G6?.Z^_X@S4DCU=-9D]11NI9"17=W MO=>HO8KWK^%.V3\7E.S4X+\ND]6&_'3GUA[V.3] /Q]@S=6'L'E] M@R#PL;_&0 'G".[7^/=RPFU4'/7XOM,2_6:O9M_%3 M]D62HO1>[5^$57.\"JB^"1&O3S:G;S>D7K-9>Z6FEHM"T]&[5R5*GD:4S;%* M_5KW:D[/-
D]6U"R>O,SZ?#)%(CD_D4ES&W*>]G$]QO'1]H/H QGZ MI>0Y=+X^7#XZQ[#-;G+/B(7L=X9H,1'$UV;LQ=E[HYT4T=?O[V_"/$BH](IW MT].*^\]](<-1?AIM'64KC>G@ &:?1]R)+CM@R"5^95H9]DV4PC7N\]_M^9HP>.]!&B]NS[W]GUF]D[O">D]+&)M M
'^7O9$Q\DCVQQQM<^21[D8QC&)XG/>YW9K6M:G=57R1 (SU'M[I[2*3MX M7M7R>Q51?)5/DQ%HVGH^Q,UG>.L+6:7M%+==4P&U4.S:V[])'I(M6PYO M@N4GO3LCI:-QDD+U3R\3%)EJS6TUGR5*VBU8M'F\G/+T /4G-V__ M &N..\UG:[T;EK+6X?
IY=TRV19(R&PB+Y.^ 0,DL=O<[V/;Z3IBIQWB/)SR MWX*3/FCI)))+(^65[Y997NDDDD][E5555[]I237^_^ M ,D^E_D.;3>1*>$M6'-P6YR08:W$Y56.+*OY(MYW*O?PIVXYZ<5-_.'?!?AOMY2]L3U , NL;D*9UK$<;XZPK:\4 M,6=V)
(W]GMIY7/;B*$W;M\FO&QUAS5[MU#7I]=;RQZF_2D?5@F:V0 M IQTE\AR[/I=K4LE.LV4TQ\$-1\CE62;7[GM%Q[5<[\-][E[(UK&H]]OT(!&7EW?K').^9O9'OD^+UF6A@]\BKV]X2DY\= M%B,552-]E%=8E:B]B33/[>78IXZ12D5\TS)?CO-O)ZS/;F_8U_.Y'
M61'I'(B*GC@F:BLD;[GL.L+6Z?L]'<]7P6TX[R]9O'5[S(UL*E;1:L6CI+R0\O0 Q"ZNN0Y=>U.CI6,L.AR&WNE?DW M1]]/BUZDYB30]]%:YGQI;KWD*7 ZKC]'QTSH[VVNDGRCXW*U\6 HR1]X% M5/"Y$REU49Y*].BAE8Y.SO/3I];VXIZ0S:F^U>".L_LFP;6$ S\Z.
M>0Y9XLQOOD;"O2I$_/:XDB_@0.F;'F:$;E_BMGGCL1L3S^7,[W)Y9-33I>/J MV::_6D_1G:9&L M M ?_T-_@ M M 24ZFM@?GN8ME;[3QU\$RAK] M1._?V;*-5DMN-/H1$REJPO;^7\?K(V9^E1M.1WA1*.7?\ %-Y5[]D5&U+KU[+Y=T_XT\98XL'7R&4D\79%8MZU+82-
$;W:UL39$:B)Y(B=D\BK6.&L5CRA*M/%:;>LO MPCZ\@ &6'1]L$F-Y+NX-TBI6V37[D7LO$]-=>Q3X\C6E5/'VI8R6-R?UKU_XNVGKODCYV^/;T9*G!W $S^L;89,CR)B< V3O5US7H7+%XD7P9 M#,SR6K3^R?@K)2@]V7S^3W]RH;M-7:DV]98=3;>\5\HAB,:&8_7
MP&8LZ]G<-G]2]VWABHJ/AGC;)&]%1514)6OO69;"QI]",B23PM1/)&HB)Y(A5K$5B*QTA*M/%:;>LOQ3Z\@ M &6O1WL,F-Y(R6!<]4]](K]E/9(O9'9#$317:L]^]%]G2=:;V_P">_?\ M0N?4UWIOZ2TZ:VU]O*84T,+<_,#NM78'I%I&]QO__'N23);!ECK9DU5NE?]P'-;& ?
U%5]HY]]UR*B MH]+V5%3S145/-%10+;\>Y]^TZ+].Q2N1UC+Z]B;MQ47NB7I*<7PY]+]*,N(] M/Q^7T>XEWCAO-?256D\5(M\GF)Y>@ !&KF[8)-FY6WG).>Y\<6>MX MJHJJ[PI3P;DQ%98VN[>!DL5)).W9/-ZJOFJE+%7AQQ'R3,L\629^;U6=', M][=-
NPRZ]S#]JM>K:^;DLZ]<8G_.6+*0.;58OFGDS*15WK[_P/^?Q(Z6:1R_2Y\CU5? M[Y5B-HV2NO.>KZX? #-KHLV!\.Q;A]SW_+UD]1)^)3+]H^[%OFUZ6W.:_)0\QM@ Q)ZQ-A?C> M.<9@H9/#)LFP5V6&=^WM-ADV/A_3;4\GM+-"E-@K"]Y'.;\26Y\=51Z^_Q
MNQ\$+E[^?ROI]ZSLU>')*EAMQ8X]7NHY.H E-U5;#)FN7LK2]]LE M76\=BL+6:B]D;7.J,REQ6M\D\:7,D]CG=NZ^!$\T1"AIZ[8]_.4_43ODV](8 MWG9P /.^,=ADU7D+3<]&]8VT-@Q]VE1>RNQ]FPVIDHD7Z/;8^Q*SO MY]O%[E]QYR5X]3'R>\=N&\3\UKB6] M M M
'X>S;#B]1UO8=LSD_P;"ZQ@\ML.8L_(_P!S MXO"T+&2R$_[X^./]Z]5GN^4YK?+S5$\T=>1/+FXP7-O*>?YSYEY8YIVI[Y-E MY;Y(W?DK/+),Z=SN_EK@^S==%@.>>",E?AH^V5C;F\<2Y[M'Y_7I5B[^"9U33_LO;R\3?:+V\E=WSZFN](GTEITUMKS'K#HBF%N M
!&3F;89-GY2WC+/D]K&N?NX^HY'(Y]T,_X MIH]SMW:C7U:3'>7EW''$?),RVXLDS\WK$]N8 ![[Z9]AD MU_F'6423P5LXEW7KC?$C?:QY"L]]2-57R7_F]U]]NWT]WLGGV.6>N^.?ES=L M%MLD>D\E;B]MTK]6")K9 #_M &Q[XGLDC>Z.2-S7QR,Q?$U['-[.:YKD145/-
%#ZM_I6<79M/U;8G=O M:9O7\1E)D1],\-B[0@GL,*?);[.=[F]D\O+R\B7:.&TU])5*SQ5BWK#R<\O M0 C!S#L,FT]*E&]I]" MK]/O6GBKPXXCY)F6>+),_-ZU/;F 9],6PR8'F'7(_:K'5S\60P%U M$[]I67*DEBE&])Y+WRU2NO\ )V.6>N^.?6';!;;)'SY*T$Y1 &(G M6/L,F.X^PV
A>K';'L$:VNR_)DH8:!]N2)4]Z]N0EJO1?FD62S4QK\+95Z]Z3QX.S/BH M72/7S>^6I5CD5>Z]OC_/N3'),>2EAGBQQ/R>Y#FZ@ "3_%2[M"_.\P9NMX_%6UVEC,#5\T[(D59,A;3LGDBID,C,W\?R4_O)0T\;8X^:?]+;Y M)M)(8['9P /8/%.P/U?
DC2LXV3V;*FPXZ.T]%\/:A>F3'Y)._T(^A: ME3\7F>,D<5)CY.F.W#>)^:U!,4P !X_MF:;K>K['L+O"]8/!9;+>% MWN>['T)[38_Y5D=$C43W]]]C[6.*T1ZR^6GAK-O2$.YII;$TL\|CI9IY'S32 MO57/DEDR+]4OB1OL\A/ ZKCWHOEYMNSQ^7O7W)YGO'7BO%?F\9+ M<-
)MY[(I%-+ %!>BO89)<7NVK2R?O=&[C<[2C5R*O_-1AFHY!6M7 MS1C%QU?W>7=_T*OGCU5><6;-+;E-6]DDM6U7:]?UL;5^GSWZ:NV/?UE@U-M\FWE$,5C MNS@ 'D>H9Z;5MIUW8X%]SPVBWI*XC'MD:U['->Q[4>Q[%1S7MZ*GO M)2]_T ^ED;T.,Q]_)65[5\?
2M7IU]]NT-2"2>5>_N3LR-1$;SL^3 M.T;ST0SRV2LYG*9++W7>.YELR6IW*]^:^*655*T1M&T=$]9 MWG>>LOSP^ &8O1GL$E+>-CUQS^U;Z^EYK_DZ_A;D7L41%5$%Z>1 ML*O9%7Y*?6;4QO6+>DM.FG:\U\IA20Q-P Q?ZM]@DP_%+F;"]S) M-FSV-Q4B,5S7?
Z[;&7L+XD]?(=+CHHW)W^4V3MYIW.^GKODW](<-1.V/;UE M+8WIX K7TR;#)L'#VN)YTEC!27M>E>[W+'CK"NH-;^)L.*L01_W MV?\ $D_/7;)/SY].")V./ER>_CB[_"7?5UL,F5Y4^)O&OP?5\'C* M+8N_=B6\E%\=6)T3S5'RU[\#%_DB;_??I]I[8]_66#4VWR;>D,6CNS@
M 'D^E[!)]NW:ULD3W,7"YO&Y&3P>+O)7KVHGVH%\/RE98K(^-R)[VN5#Y>O M%6:^L/59X;1;TE<%%14145%14[H]>:*B_2G\A*57] >GN?=@EUKB M+=LA]66;&+;AX'-3Y..SMJOAY',7W-=%7NO>CO)4\/=//L=,->+)$.6:>'

U46CFZ$ M;O%\7YBLR/X7 G=5P M Q:ZG.8)=!UZ+5\!.]EM6SUY4=8BD5MC"X-5=#/?C5ORH[=V1KH: M[O)6^&1Z*CF-[]\&/CMQ3W89\^3@KPU[TI>*]]]]]U7S55\U55^E3>P/X M #WIP+RW9XMVV);DTCM2SDD-38]B(Z1L#?$K:^9KQM[N2SCG/57(U%62!
M7M[*[P*WEFQ]I7EWHZ.V')V=N?=G]KE')'-&R6)[)8I6-DCDCQ[5145%[*A.47^P \3WG<<5 MH.K9?:\P[_;VBE9M/2$:]SW#-[WL>1V;8+*V+^0E5R,17?!Z=9G=*U"G&]K[&I5C^2 MQOO7SW%/5XL>GD #]C 9[+:QF,?G\'=EQ^5Q M=EE]G.A7Y3)&+YL>Q>[)H)F*K)
(WHK)(W*UR*U51?EJQ:.&>CU$S6=XZK%\5 M3M+QFT5&L@M2(ZEF:#'*Y,=F*K6?#*R*Y7.6%Z/;+"]]]K#*SOV=W1)N M2DX[<*ECO&2O%#V,>'L M M ?__3W^_^GD,CC\10N93+7 M]>,QF/K37+^1R%]"E0HU*[%EL6KENR^*O6K01M5SWO/T
M5G3E:NXC9NJW4=_V:DZ6-VM<'X_-7)RMFQUZSS2YWCUNSH@Q5E\"W3KU/[G'$]L;KNQ5.,_M-']3HDEALLU-M,?]QNO@]FR)T?MH:\C_ !N1S&>!/'TC2W\YASG4T\HEZ]^_ M ^F_\CSF[_+K0_\ F2??A;>L/GQ5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT
M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2
M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT
M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P C MSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z; M_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[M\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5 M?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;> ML'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2 M/A;>L'Q5?23[\#Z;_P CSF[_
"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT M/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_M "ZT/_F2/A;>L'Q5?23[\#Z;_P CSF[_"ZT/_F2/A;>L'Q5?27O+C?UM/T> M>T35]7(%/4_Q?9F9$ZQDIM1T+Y$^R6;V<\DG@5F'5'Q1^
M)?"]R1IYG37CL,2]1[:3UWA8;I]]+!Z.S]XMT,1P7U8<6;!M63]FRAHNS9&[MQKO]ZP]/EU,9I/)-'4]ES4\#D5'K1K68T_"1RM5KEY6Q9*]8=:Y<=N[,;]'' MA[>'\@;5#I&E;+MJ5X[17U>;VX:S;TA%"[=M9&Y;R%Z>2U=OV9[MRS*OBEL6K4KY[$\ MCO+O)-+
(KG+]*J5(C;E'1+F=YWG]^]'P !]BI:LT;5:[3FDK6Z=B&U5 ML1.5DL%FO(V6":-R>;9(I6(Y]_0]#KRGH^].<=5]^.-MCWK1M8VIC@]IE\5! M+<9&]+'#DX/%4RD#.W;Y,&1KRL3R1>R>Y/<2[UX+S7T5*6XZ1;UAYL>7H M 8:=8V[28O5L)I%.56S;-:?D,IX'.14Q.
(?"Z""1$[(K+F2D8]/-?\ MFU5%3S0TZ:N]IMZ,VIOM6*QYIPFUA />W3GNTFE\IX%TD]LQFQRMU MG*,5SDC5F4EBCH3N][&K5RC87]Y4\H_&G=$:=GMQ9)](Y/0IU<0 "C71QN\F3UK.:-= MF<^;6[+,GB?&O?MB;=IK[UFD M^3,\RM(QUZG]WET_B^_5I3^QRFV6&:
[5+)SZ1S<<]^''M'6>24!03@ #SKC7<;.@[Q MKNTP/D;'CLM&5_A[HOA?X7)YHBIYO7CI-7O'; M@O%EK(I8YHXYH7MEBE8R6*1CD_#Y0Q&-#, 9M=&N[25,YG]"M2_P"Y,O57/8IC ME^3'DZ"107XHD[^;[N/>QZ^79$]?1].74TY1>.K7IK;3-/50\QM@ M
^CE,C4P^,R.7OR>RHX]C;R-V7R7V=2C7DLV)/-41?!#$]^]/=HZODS M$1O/1$C;]FR&Y;/G-HRCE==S>0GNR-5RN;!$]WA]TXU7S]A2]L9#'^)C$*E: MQ6L5CI"7:TVM-IZR\;/KR 5_Z?=VDWOB[Y&W,L^4Q*2:[EY'.\;Y M+N)9$V*>5RJJNGMXV:O,]5]
[Y%)V:G!DF/+]I8;\>.)\^CW43 MZ[=G]K?TNZRA%XG^*1<)>8^QB5?W[.1(98[$#$\T2.%]=_H3#]*\-]XZ2WZ> M_%3AGK#*DSM]6\S[]_0.-]EV&O(D>2;43'8=>_9R97)O;2]S,\ MNRK2]]ZPJ+V[MA5#IBKQWBODYY;
<%)MYHT]JN57.55_5R-.5._9L]29DT:/1%3QQ/5GA> MWW.:]HOD]GR8B8VGI+[$S6=XZPMSK>=I[/K^$V*@O^X\YBZ.4KM\7B=&R[7C MG]B]>S?WV!7]QZ=D5'-5%1/36N28]?GF M(LN3W^-526LWM]-GS]W=.&HIQ4W\X:-/?AOP^4]DF!O M M M
87]8^\2XS7,'HU*962]8?D\NC%[.7%8]2+X)6D3_I% M?)EU-]]Q2/-.8VL0 ![[Z;MVDTWE+!QR M3*S%[/(W6LG&KNT:KD9&,QDZ]U1C75LJD/=Z_@Q.>GEXE.6>G%CGUCF[8+<. M2/2>2MQ.40 D5U%;M)NG*6??'.LN+UZ9VM8EB.[Q-
BQC_XS%8G=4:A1PUX<<>L\T[/;BR3Z1R>BS]X@ %(>CO=Y, MO]F9T][,LEC5K3+N+1[N[OB;+/E?)7C3W]REDHY'*O?R2RU]>2(8M33:T6CS M;M-?>LUGR9D&9I 'IKG[;9--XIVK(UI5AR%^JS XY['*R1EG,O2E M)-"]]HYDU6D^:9BIYHZ-
#IAKQ9(CR:7&RS3*O=?:VVUFSK^/VI-RUX*W%C MB?-[7.;H)D]7>[29W?ZVIUY57':=2C9,QKG*R3,Y:*&[;E7MV8[MV%):\2>]6/23S^4])NTU=]<7G+#];;WX?*&)AH9@ #.'HTW:2OEMAT M"U*OP;(UEV+$M:V;*/5][-9"Q?F3Q*]L*2O_>:L:]B+["I M
C8HT[)V8Q$*E:Q6L5CI"7:TVM-IZR\?/KR 6%X$W>3?>,-?RMN9T M^5Q['X',RO7Q22Y#%)'$EB1W\:6[2?#.]>R?+E7_(YV:G!DF/)2PWX\<3/5 M[D.3]_,:>]G=9-5XRGQ=.58LCN-I,$QS'>&2/&>S=9S$C?E-7P2U MF-K.\E\K'_&G?3TXLF\](<-1;AQ[>0C@RK$[]DV&O?
[DRD:L141[FTYG/C[]T;*QCO>U#QDKQTFOFZ8[<%XLM* MUS7M:]CD3/<@0Z MI7FQ_;MXE[[M/3:G%YRPZFV M]^'RAB@:&8 SEZ,]VEBR6Q:!;F5:UNM]D>'8]WR8KE9T%3*P1(O=5 M=;K2PR=D[(U*[E]Z]9=37E%_/HUZ:_.:?500QM@]4BHDC,IE'_!(+$7?
R62A&]]E$7R5(5]_N7IBKQWB/)SRWX* M3;S1N55WW.8Y47R4^6B+1-9Z2]1,UF)CK"W M.OY]IL>"PVP4%[TLWBZ.5]]U17-AOUHK+&/[>2211)X7)]#D5"7,<,S$]85(MF+1$QTE^N?"T 8"=9N[2+8UOC^I-VB9$NRYEC'+^^2R.GI8B"14[M)^],CL2*Q>_?
QQN[)V:]Z]-7K?Z,FIMTI]6")K8P #*;I,WB77.14U MF>96XK_X*=N&HIQ4XO.&C3WX M;\/E*H9@;P !_%5$15541$3N]KY(B)]*_R 1BY>W>;D'D+8]B699: M+[LE#"M[]V183'O?7QR,;YHSX1$U9WHG=/:RN7Z2GCIP4BOFF9+\=YMY/6A[M

?R&JY_#['BI/99#"Y"MD*KNZHUSZ\B M/=#*B?AP6(T6.1ON(F.DOUCX^@ M 'P6;,%.M8N6I&PUJL$MFQ_OX8H((W2RR.[(J^&.-]JOE[D'4Z(F[]MMO> MMRV':[GC1^8R,T\$3W*Y:M"/M!C]?=>_=*E"*./\2^'N5*5X*Q7T2[VF]IM/ MF\//3P
5]Z:=VDW/BS$MMRK+D]9E?K-Y[W.=)*RA%#)C9W>+N]ROQ M=B%CG*]^.2-Z]^_=$GYZ\.2?2>:C@MQ8XWZQR>_SB[#"/K+W9]+ M#:]H5.9629]9V=S+&.5'.QV/D]CC*\K?<^"UD?:2_P CZC35I][S-Y\F74WV MB*1YIY&QB ,A>F7=I-
0Y2Q-.67PXO;O#K5YBJO@^$W)&KAYT;[EE9 ME&QQHY?P8YG_(SCGKQ8]_..;O@OPY(CRGDK(3U)]0.[R[QR MAL-ID_M<7A;#]=PS6O\ '"E/%2R0S3Q*G9KFW\A[:='>_P ,C4\T1"EAKP8X M]9YIN:_'DF?*.3TH='(I7T?;M)FM+RNH7)UEM:E=9)01[N[TPN86
M::*)]K\]1M7(0SI[U\#)&-\D*&+4UVMQ>4MVFMO3AGR9?&9I 'K M[E3<$T+C_:-I:K4M8_&O9C4?V5'9:\]E#%HK%_]C&7K+'/1/^<;7?B[H[QUX M[Q7R>,EN"DV1]R]]]O=54I MICX@^ /O8W(W,1D:&6QTSJU_&7*V0I6&=E=!;IS,L5Y6HO=%6.6-%[
M+Y+VQQM/1]B9B=XZK::5LM?S;&KV<^A2F]AB:[T_'!8R$&%]_0 MRP_M[SCGIQ8]_..;O@OPY-O*>2KQ/4 !^3GREM45$=\'H5I;,K6=_)7N9$]-3Z7*B'V(F9B(ZR^3.T3,](1&V/.W]HSV8V M+*2>TR&:R-O)6E15\#9+RIYHJ>2HJ?2@%CN#MUDWWC/6\W:D]IDX:
[L1F M'N57/?DL4[X)+8D557O)>A9'8=_++]'N2;EKP9)B.BGBOQTB?-[..;H M ,7^K#=I-8XW^(Z4RPY#<[BXE58[PR)A]\:6,RY]_2V9KH:ST[><=AQWT M]>*^\](<-1?AIM'64MC>G@ 'LWA_=I>/\ D/6]A298]+;L>/S2>+PQ
MR87(O96R'M$]STK1N2=B+V3VD35[IV[IXR5XZ3'FZ8K\%XMY+-H]*B*BH]*G M=%3S147Z4_D)BF_H !+G]RW:38^2%UV"578S2ZC,>QK7.6.3+7HX M;F5G1]]D1[$6&N[R]]=?/LIOT]>&G%YRP:B_%?A\H8N'=G ,[^C+=
MGI/LO']N95BDB39<,Q[E[1R1NAHYB"/Q=^_MFR5Y&L14[>"1W9>Z]F34UZ7^ MC9I;=:?5GT9&L ?C[#F]FMX',[!>7_<>$Q=_*V4\2-ULRND5D:+^!#$CD8QJ>36-1$\D0]5B*QPQTA+F9M,S/67XY]>0 M ']15:].:]M[/W_C76L_9E67)MJKB\R]_9
M9'Y7%N^!V;$G;Y*.O-C;8()DF3W>Y)N6G!>8\E/%;CI%O-[6.;H M)]]9F[RS9+7>/ZD_:M3K_9%F6,?W22Y:6:IBH)D3LK75*LR>R(B(GFH$6.4MTGY WS8]HD>Y:UV_) M%BXW>+]XP]/_'+C(D8Y51CE]1-?(B=D65[G=O,IXZ\%(JEY+<=YL]?'MX M
J=^[2;7QC6QER7VF2TZTN!D5R]Y),8D;;&'E7S7LR.K(M9ON54K? M\:X-13AR;QTE0T]N+'MYPR5.#N "> MO67NTEG+Z]H-2;_G%YPTZ:VU^'RE30PMP M M __]3?X M &LUZ4#UE#ITZ.KVP\.]+N/P/4_P!0N*EMXO+Y.OE7NX,X MVS%5Z16*>S;+A+4=
[>L[0L=XY\3A)X8X9&216TRSCN+<)+XNU?2-OZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3 M,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=A ME]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?
DOZ2=AE]/U@^ M]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,? MDOZ2=AE]/U@^]R?3,?DO MZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE] M/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?
3,?DOZ2=AE]/U@^]R M?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?D< M?\Q"]*W]. [?%Z_I)V&7T_6#[W)],Q^1Q_S$+TK?TX#M\7K^DG89?3]8/OOZ2=AE]/U@^]R?3,?DOZ2 M=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?
DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U M@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3 M,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=A ME]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?
DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^ M]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,? MDOZ2=AE]/U@^]R?3,?DO MZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE] M/U@^]R?3,?DOZ2=AE]/U@^]R?
3,?DOZ2=AE]/U@^]R M?3,?DOZ2=AE]/U@^]R?3,?DOZ2=AE]/U@^]R?3,?D^SD,QQG-M^,HU&(Y/%++*R-KO)7(OD>HRXYZ3#S.+)'6)3NO4;N,N6L=D MJ=K'Y"E/)5NT;U>:I%N;[F4W+6JF,9(JNJZ9L$UUFX:"^&.218(\==;
MC&S/]I/2L>%&'*^&E_+:72F:]//>/FWW/1G^FFZ1O278]+ :3E)^*.H&ACDO M;+T^\@9&DFRK'#"Q]_*\?9^)E3&=?5MQY:Y.G*WHKXZ?O=._2H7&)V[]T[W'3K[NR]_[_;#]8VR;^L-^ MFG?'MZ2RT,[0)7=6>7?D>8+])SN[,!@\'BXV^?9B3U5S;NZ=D3Q M.=F._?
S\NWXNR;]/&V/?UE/U$[Y-O2&,YW< #Y(I9()8YH7NCEAD9 M+%(Q>SHY(W([CVK]#FN1%0/]Z&#R*9C"8?+-1$3*8K'Y%$;W*)=]0V41O?L MO;M+Y$]8VF858G>(GUA^]?'T_.S&0;B<3E,]_P *LQF.O9!Z/5&M M\-.M+8=XG*Y]-
;VC\U541/QGV(WG9\F=HW0MGGELSS69WK+/8EDGFD=V\4DL MKUDD>[MV3N][E52]E/A#X 9*1)V6?CN8L93:Y4;GL-G<7(B*O9S8* M2YM$Y55TDF*:[%22.56M572.I M*]K]*K[U]ZS*=\<3\GM YN@ B5R-EGYW?\ =,O(]S_A M^T9R>+Q*B]RLN1L-
JQ(K55*1M2(^27>=[S/S>%GIX M /:W!V6EPO+G'UN)7(Z?9:&)=X/>L6=>N$E1?H5]QY!>_| (<\L;XY] MG3%.V2/=9,FJ8]'1]1^6DP_#.Z30]K9;E6AB6]NZ=X\KE:-&VBJG MN:M*:7^_[OI.N&-\L.6>=L4I#%%- &?/1/EI'0[_()[U6*.7!9: MK'W3LDD[,E3O/[*[Q=W-
KUT\D5/+S5/+ODU4=);-+/6&>!D:P M \.Y#R\F T+=,U"Y66,9[V=N5G-54SD: MY6]["-\^R]O>>]1O>(^;S>=]3/GLB.5$H 9<]&^7D]L*8&%N M &%76IEWP:OI>":_PLR>F?DRZ]?NQ'S3K-C$ *O=*^6?D^&\'!(_QOPV1S6)\2]J MN\#_\F0A8]K]$<&0:UO;R1K4_P"*?
J(VRS\U#3SOCCY,BSB[@ "0O M4;EWYCF3=)'2>.*A;J8BNU'(YL3,7C]E26-]HKNWBMQRO5IO2RYAR_P!__LU#3QMCW]93]1.^ M6?E#&P[. !\U>>:K/!:KR.BL5IHYX)6?A130O;)%(WOW3Q,>U%3^\
M'U=/$7VY7%8S*1HB,R6/I7V(G941MRM%8:B*CGH](DGT.5/Y5)4QM.RK$[QN M_0/CZ ?DY])AL'FZ26:1\LLCU[NDDDU<3Y>2]C>_| MIPU$;X]_26C3SMDV]85/,#>_.-NM&[+'I&]8]O=(K>TNMR=E1.[] M.*NQ1-5/#XE1?A[E]Z)W3W+Y*FG2Q]Z9^3-JI^[$?--\VL(
I=T: M7)9N.,]3D57,I;C;6!57\&.SB,/(Z)]=O)K96.=[_-7]8M3'WXGY-VFG[D^[M+LS-(B'ON7?GMWV[,R.\:Y/9,U<8OGV2&;(6'0,;W1%\$)'IY /;?!.6?A>7] ML?X/A&P5L2[S5$< MS.LDPKF+V[]TB.I7+OQ' M#.WNB>C)L@S&8B->
[4\3,AE:45MB(JHKO'0]]G9.Z_3[D54ZX(WRPXYYVQ2D M:44X 4 Z)\L]]'?L&]R^SK6]\%E]]>ZJWQW8[I;-.I'2L2N7N]]Z6:NYR_RJ3,D;9)CYJF.=|<3\GL M4\/8 A_O&6DSVY[7FI557Y38\S>^5W^2RSD;$L<:=_-&Q1N1K4^A M$1"K2.&L1\D]\[VF?67BQ]>0
#W!P'EY,+S!H=IDG@2SFV8B3NY$:^ M/.038A8W(Y4:[NZZBM3W^-$[?*1#GFC?'/LZX9VR1[K$DU2 &$G6 MMEI(=>T7!HJI%DLQE\K(B=_"K\-2JU(^_P!"]DSKNQJTL?>F?DRZJ?NQ'S3Q M-C$ *R=+F6?E>&M=CE>LDN(M9C$N7TK/SQMEE1T\[XH^3(4XNP C_
-0V7?F>8]XG<[NRGDH< M1"WN[PQLQ%&KCG-:CFM5$=-7>]?+MXG+V54\UI88YQ0FYIWR2]+'1R M /(-4R[]?VC7,[&_P!F_#YS$Y-'=U1$^ WH+*^+LJ=V*V-4\<;WB/F(9)VI_)%(H8 S$Z,IFU,?":]97*IF]/%XD7PYJ5&^79 M?E>?EYZM+'.9^3+]JIY1">QL8@
!6GIARTF5X9UALR]Z7%RY?$N>[O MYQUHN>LN_" MG3%&^2(^;GFG;'_)_M'I)@ SDZ*-B]_D/HV;5.=S?+M^^-R$:.\ M_P"*G\IEU4ZI.#N M)--466DR?,VR0N_OW[_3V2AIXVQ1 M\T[/.^66/9V<0 #[F.O6,9D*.2]/\ 9VL=\-]"&Q$J^%56.>-LC%%56N[7)E5/Y2
M2K=>;YP &/W4_EI<5PULS8'.9)E)\1B?&W^+%9R=:6TU?^>9]E=\: M_P C_P#GW;!&^6"/.V*?DN4$X 4*Z*,L^?![W@@G.7V=#*X?!?+1- M54\/CR].Y3G'W];Y_BQZ]J.<3\FW2SRF&;YE:@ !-G MK.R\EG?2=;PJ.5:^*U9MQ@&]]^%MO+9.ZRQV:K43Y5?
&P=U15[^[R[>>W31]R9 M^;%]I^_$>6S#PTLH M=Q?EGYWCC1LM*_VL]S5<&^U)W[^.Y'CX(; MCOPG+YVHW^]55/]\R9DC:\Q\U3'.](GY/.SP]@ "&FTY=^P;-L6=D M'D)5IXK3/K+\$^O(M !]Z>,L_#\R:1.U_A9:-\4 MNN&=LD*_DU2
&//5)EWXOAK88HWI')F+F&Q#7=VH[P2Y*"Y88U'* MGB]K5I2-5$15\+E7Z.Z=M/&^6/DXZB=L4_-)PH)P H?T4Y9\VN[S M@U]V]W3!IW[+_P 2?3CU4?>B?DVZ6?NS'S9M M&5] $=.>LL_-_Q_!]+B6=E^2QF#AAPZ,:GB%:*]_L<>R;FG?)/N0G1R
/*]%R\F W34\U$Y6NQ>QX:ZO MA54\4<&0KOFC7LURJV6)'-Z*OD?+QO68^3U2>&T3\UOB4J@ # MUSR]EGX/B_?,E$Y631:OEH('M5$='8O57T*K55S?.*:RUR>??R\N_N7WCC? M)$?-XR3MCF?DBX4TL 9G]%F6EAW'<,&CG>PR&M099[?X]RX?*5]<
M3E_$Y&9Q_P#?,VJC[L3\VK2S]Z8^2C1B;0 M 1PYUR[\UR]O]N1WB6OL-O$-\W=FLP2,PK&IXD:J(B4/H3MW]W=/-:6 M*-L<1\DW+.^29^;U*=E1(@<++^#/^\9'AR[!O.GYF-_ @^+=EPMMZ[U1'019& MNMB-_947VL[[-SQEMSZ1>AO;,VL<#4)[>M\G:9HFVZ&;UC2LA$*^Q
MA>)9%D]E-;C2.YL'LU\+X\<]67=N'!%?O7[S%FSS;[M.[ZM6GA[AKE3] Y&U MGB/A70=FY,Y)W&\F/US3]2QDV4R^1F1C1CI9YECB1(J6.H5F/GMV[#XJE.M&^: M>2.)CWMTS,1&\|&:(FT[1U;M/H[O52=$UVG@>2_2*[A/O.RN^#Y!O3GQ?G+6
M*TC%=VQRICN0^2L:^ML6TCLVD21S)ZF DQ5.":+Y&1NPN5#'DU,],?3U:Z::N M3\FV;PETZ\"]-FIP:-P!P]QQP[JD$4$3L/QYJ.$U>&\ZNU6LMYB?%TZ]O.Y. M17.=+;NR3VII'N?)(Y[G.7--K6G>T[RU16M8VK&T/\C9">K\$]J[K+BOB'DO#QLB;%!\2%?=;WIW9>+8Z7[T-
=CTEWJN?,'!&,SW+W0?GMBZAN.,=': MR>7X7V&'D[G/6L?%XH'ZI9O5:AB.6*E'U_=.S^+T_9Z".KB +?:'&^+1],BD:K)(]4UV-[% M][7LQ%-KFK_*CD)=^_/O*K3N1[0\K/+T >*[U$*^?2=Q@C1%DFU788 MHT541%B);&(JKV1$5RH>]=^/>'F_
[^S;AS_B3PMG;Y]G9>_E[E[8] M5WH]FW2]V?=FD96H 23ZGXWLYOW-SFJULK-;DC5?<]B:I@XE%'U_=.S^+/T_9Z".KB +?:'&^+1],BD:K)(]4UV-[% M][7LQ%-KFK_*CD)=^_/O*K3N1[0\K/+T >*[U$*^?2=Q@C1%DFU788 MHT541%B);&(JKV1$5RH>]=^/>'F_
MS=(Q(G9Z:1\:*OACCUC,JK7]GDV.9>T:]O\ 7]OI0Y9_"G_;S=L'BQ_MY*XD MY1 $T>LZ*1.2]>F5O[U)HU")CNZ>W?Q)X6SM\U3LO?R M]R]MVF[D^_| OYAU/?CV_P!_L1#0S "P'3NQS.%]#1[7,5<==>B. M16]K9,QDGLY.S>+*EA*NDY.H A7G8'ULWF: MTO;VE?
*Y""3MW]>.*W-&_MW1%[>)]_0A5CG$>R3/5^4?7P \VXU@D MM/OQ[PMF2U0 M 8X=5L$DW#6:D8YR-]Y7 3RHB.5'1NR<-5&O5/)K?:V6KW7R[HB>] M4.^G\6/9PU'A2E*T\ 9M]%,+W;%O,Z=O9Q87?N70Y^>.]8?'V3 MZ45M=W?\1EU7=CW=M:M+WIGY*W&-M #U
MKS(QS^*.1$USU33\\]4:BN5&QX^9[W*B=U\+&-557Z$$3N>\]7B5WC+X=O:4 M8"FE@ #)W]BDDY>@>QO=L&NYN65>Z)X8U;6A1W9519IV3NOG M^+N]-<1X?U:-/XGT5C8_BN1%FS/C#_O=M JF2H&UJ+CM)8]L_]2]J4Z-[CV\YHNUE_\&-E3
>E_N^G\LF]_M^O\!S6Q@ H?2 O[.I7)K4DVO.O MC54[[5B7(W9/@[3&+(B)]"BO<@8FLM2E^TXG!B+B4OPJ21S.FDM9Z3VT.'M+N%TPI T]G=-UG$*Y]I\<+6)SS8A[&7(UD]VZK8^,EN/E*]3GRK&[T>;SM&\X3WBS[7L;3]B-TM^6X9/>Z($E2]M!)^=6[X!$A?@D[VCKF3XC
7E3M+!]VOPR(GFB218FHQZ(OT)G-4EW[T M^ZK3N1[0\I/+T >)[ZQTFC;HQC7/>_4]C8QC$5SGN=A[B-:U]=U;R?:40BHE #W]TP1O?S?IKF-[MA9LDDB^7R&+ MJN;A1R]_>BR2SKV*NRQ;S%4W2&C5MR_@%9*;]^&&U=2&4&38&T;2>'7C8$8:W3S&7K3@M]'IW(]H%3#W.
I;T9TY(>.,_&=I $*,S&^+,96*1]LLDCR5Z-[%]|7LM2M< MU?Y4.&OM5SDWK4Y%1/>C(L[1ED=_>9 M&Q57^1#SD\.WM+WC\2OO"U)+5 !C5U8Q/DX'|6'4^) M]&*!H9@ !87I\KR5N&M"CD[>)V)FL)V\7]3MY*]:B_"_1]]_93)W^C MO]NZ>:SLWBR6*^N0Y.H A#?
ADK7KM>9[Y]H+=F&625'-DDDBF M>Q[Y&N5SD>YS554555%*T=$F>KZ@? #V\Q+$^$;E+CAD:(KDWG5951 M51/D09NC/*OGY>4<:K_*>,GAV]I>\?B5]X6DQ]BH ,!>MN"1+''%K MNY8GP[5!X>SO#')&_7Y.ZN_!TS9?)/)5\T_1KTOIWT9-5_;]?X8(&MC M
%1ND*%\?$CGN]>&QM.9FC[+W[L2#'0+W_$OM('^1AU/B?1OTWA_5E M&9V@ 1EYI8^/EGD-KVJU5VO,/1'V5626GR1N_O/C>BI^-%*>+PZ M^R9E]2WN]8'MS /DBC?-)'"#&WQR2O9'&U.V[U%;V%O$ G\@Y[G&1'PX#3[QMGUB@LBUS+RUJT[,K]L6)I$$%&*#Q6.[0&*3
[GE\.?9&XI)@ RKZ/6/?RO<XYG7M[.2IM$+5[^?C@F MP3Y.Z0B-L-[?C-FEZ6^C*JO[9F-3$ZQ_V*?@RX)THR*#
I)3'^TBNZ=I3F<9R'0*3_V0O.1A MCOR1S$N5$&&1J!J5B8YXY*F/NO.[O-11;*+I$O'OTV4A0Y/[/Z.6WK-[(I,5)QL:OSE-S/+VC>7X34;"&#;VU6WS_2L;>GR_;11WA]&=J&?&@?&^B: M;2B%P0&M+O7:/MEHCC8MS->%^R,-T]>\V7VC=;Q;I\GEV^[\Q-
J_RN;$[M_>J]D>5 MI>_/LH^8FT_2$ZC6/CYJ]WN]L_$/JI_/[3RAVF-]"SJ[]LGT:.)]U=!U=]U&]-M]Y7<1M5]UN]L3OVNP]/%*W65.5<]?.J17AEXHA-?8[]7E8?@RI^1*EZ9J7,M+)V9@P= M<12[.$[0^M'?W*'B@4[Z\ZUBV9BYS2=(L#34^HV0?Z>Z5'F2YS
[E3S540]X^_7WAXR>';VE$I18 R,Z56.=S1@ M%:USDCQQVP/>K4548UB=U]LA^E43ZC3P3CJ"/EWT_BPJ[3U M 8/],$,CL)H-A$ >HLIG(7K]*23U,>^-.W\K:S_P#GQ[TO6635=(3V-C& M *5]&,#V<<[\85?3D3:I;B8U45/.#"8)7O3OY*CEG1+Z6]8M3WXJF M3=R?=E|9FD
1]Z@X)*W,N^QR]J]N=EH]T5R.1?[9M0I]KS[-A MF:B:?0]>[[%%Z^5QC=/2<[G_E&1=^:_CI.&G^GO/8#7O%,S/KF\4H=]^%,C45QG'AG,-QT/M9HB2:#-;=M M8D+E7.%G.+I?3F'J[$.G9U*4ZVWXI$%JX/S7&*O;C^PY-]B.^S=TV:16+X:.L*0Q^E@TS/
|>7941M=>_GY=T_&9=5_;]6O2P_P!!WT9@%_[Y7-C6P+=QV]>"J]S5+I[_LK];2;N/P"_?WU2?I6=M& M[I&ZDVE3F%V;EH>G/;J[ULK)5B1V3Q[][]+/CJ@AT"@ML? M]9&*G0_H,(K#A>6@6[S^Q7M%X)X/JOO]\G]VO^H7%]9%F%7GR:+4R(]O_L)UE?T@U:5G=O>JP'U
5DD;W1O8OO]IO)CE]-B_,^_$Z\V@4&]M@MNJ[I([LS9"C$)9H9WHT J[G@LM HVDV8*$YN:,T@$?<@?[_4;Y8+/W2N>3+[M*O1N;P0%JO[LU/L[X'P44/NP[[5S8(EAE^5]76=:D&J7>&/]DO0\DR#&U%5@Y2W'IO%D&KG(K0(!>N<@DV@X.D_L/^K5KDU,[VVE@0L)B_
0Q4)N*KSKW[@5G1LR^Y%TC/M*%M=*;5WX<%:#Q 5GM2%+ENO/JCXQW^M%!?YG4@-N[_X.W1UNJBJ_Z]C/(F/FB#L:R6A]/R<[-U/H%1A^ !6D6V+7;RB-G[G%)B5]:^:9[MEQ9@F7OMP6-8PWF04(D4L>W0-&6C\
15[(G=RH]Z/L=5UB2K M M #_][?X M :9/K-_;!8B^WZ-T[1^V5X/*!FA7\K75DE*=^WG3D+-1F;A9I/TDL9?F5NP-)NNUW %7^+]_?4:F9<.]+N)]AZYN:>X<<WEIV@14A*/D+A2"E*>U3A'0'I8]\%XN^8(M'WU[S[&>Z[SOR!:]F1K5:3
_HPN':^MZ=4Q^Z=;^ ,BAV'|AXH;4VNZ(I[ZUGG6J>9RH<(Y'T\A=3#*J^J0=M9@=#J.6)-U<\AC?U?XDNBAKNL-[()BP/T5F%D$8V*V=6B1_D^WBP'=;$KRT'GX6]YR9CGL$*6J#%/(3;AE-HG][::F]+RXT8K!W,Q.%5_OX9[/]L4BH9,Z)M_>Q#N!5XQ2/J7^^TXMRWL]T&.Z;N?*KR+?
MF^WJL'5!P5!A=6YMQS(X:C=LK7(K46I\L8>K%X84H[E6QDS,A$UC:69KV&I M"6EJ+)/S8^SMR[LJ&')VE->?>A&XN=[H-3*W-JAD:P[K>=4M^T5^CY-G(?M"4U0D?U&XQXNI6,\&AV>EVJ:WH>8T:=J[A%_I2$&CKO=0/1V9:9*G[-I)-.P0[[,,10>*^&C[IP7,/?)GP+W,VSN"=+FFYZ>4Y?'3(@^8C7F%[-:P7*OF/NK=*O<S3QRR)G]5+"N5)WCDHLJ#Y>A%=9,)(YNW$LJMFIV=E"4E4U1[DRS1!C+_?M3KL:J6:ZN+PP(Z2,Y2JV"[[Q'O8W%QH\6]EEB.2]B\ANJ:H2[XE 8AND]N90
%C::KW3\&:EBXY6_1V?\ MWR?]+;Y/;DH:>NV/WYLC3B[@ ":W63KDE#?,'LC(U2IL. ;6?)[T? MDL)8?%815[^7:AV[36WI-?26'4UVO%O*88?FAF /W= M8P5G9]CP6NTTKW*ODC6]J^2'RT\-9MZ M0]5CBM%8\UQX(8]T,->!B1PP11PPQIW[,BB8C(V)W55[-8U$]Y*57R@
M /\2QLFCDAD:CXY6/CD:O=$_C'N2(K+$3$>U43LK7(I5K/%6+>L)5HX,36?)X^?7D M R\Z.-0,SL3X_%5US 20MD5]K]/(Y]=M>LB.[=F]ZA6M?3W_XNYGU M-M]17SF6G35WO-O2%+3"W #!;K4UQ\E'2MLB:O@JVLCK]UW95\]L M<>0QON_!1OP*UW[^]7 QZ];+;G-?
JR:]O*+)_FMC /L8^5[(XV.D MDD[G.%4 M5'6Z].%EN3NB(B^UM^DEWGBM-O652E>&L5]|>5GEZ $<>=M= MDUCEG=Z#F*R&UF9\U454^2ZKGNV78D:_2R%%UQT7\BL5/>BE+#;BQ9BWF[S,PJT M%.2U8B4=T]M(A8&/M>.WWLS+#P^N?A@D>UWG5)XDSI6M8/'O89!J&FV(5S^
+)'T'-6LG*( ];Z;_BU9E:$+&]B_+EN4F-1?>BKW:]IX<K=$(*^V?1.$FW2?R>TSA>Y/:>#NJC.L.JJL:CV+T"-]?DI3C;"1?4WW+_EW/+4P\HXG0>M=7ZMM9K(GOWSL7-YQL=>7,*1JO?"S;>SXQ6;Y!-PE)5N:$-N\+*V7MXB1%VHJ+-U)UM8=/TDA:OQE]*H-5'^@+:.7N
TE,0W, L/P#K MDFK\1Z9C[$:QVK6.?FK37>3_ &F2IX//S[DW-;BR3 M*EAKPXXA[B.;])7=6&NRX;EN]D_!V]|1BL7EX'(B^#VM>LW#VX^_M_N]HDN-]HY/H25%^DWZ>V^/;T3]17;)OZL9SNX 'L+BC7)-KY(TS!
M,B]M';S]"6XSP^)/BVA*F0R;E3W*UF/]RKY^7D>,EN&DS\G3'7BO$?-:G#YQ+#].:[7BWK#$0T,P M !Y#]6!GVG:->URNCEES>8QV,16)YQLMVHH99E]Z(V")SGN7W(U]]?+3PUFW MI#U6.*T5]5Q8XV11LBC:C(XV-CC8GN:QC4:U]?R(U"4]O]@ /AL01
M6H)ZL[$D@LPR031K[GQ3,6.1B_R.8Y4!U0XV7"6-:V+..]:1R6,)ELABY5>W MP]]U&U+7]]B=D16RI&CF]GDK514\E0JUGBK%O6$]T<-IKZ2_#/KR M9A]&NN/O[UG]D>U5K:_@/@;'=E3MD,W98V!?%[E1*-"RBI[^[D7^_FU-MJ17 MUEITU=[S;RB%)C$W #TSS_]
MEV6*)K6N<^:S09-"Q$\U=(B'7#;AR1,]'+-7BQS'GU1**: +(<& MZG)IG%NI8>S#[&_)C_C;)L[VM..PR!>WE^]?3[UFY;<62 M9\E/%7AQQ'F]LG-T $:^;M:96[!Y>?=._| +VXY[<..?GR=L%=\| MD>D*S$]1 'K#FC7)=KXLW?"0-62S-A9;M6)O?Q36\--#F:D#>W\:
M>SCVL3Z.[CIBMPY(GYN>6O%CF//9&4I)@ I/T:ZX_':-G]CFCF]F] M9,ZVO7B*Q?Y>V+4VWO%?2&[35VI-O6681F M:0 !@9U]ZZ]4TC;(V=XVKD==NR=E^2]_@R6,9XO=\MK+:]E[?@^7? MS[:]+;K7ZLFJKTM]&!)K8P #Y8(9;,T->O&^:>>6.&&^-JNDEEE>C(MXV-
3S<]W(B)]*]'U<++4,&FLZIK>NHK5^(\%BL4YS/P9)*%&"M+*B^7?VVLD: MN5?I525:>*TVI95*QPUBOI#R(^/0 C/S3KDFKQA=G;>3 MI-1OA9\ S+OC:DV+^*YD4%QK/+W.8]>]%1*>*W%CB?DF9:\,28^;U<>W, M R(Z7-=ESW+^#LHSQ5=6RY&HOLL
M=EHGX^9ZN[>)]+D%]I^)>_G]';1IK;7V]89]37>F_I*91N8 !8W@ MC79-7XETG&3,6.S+B?C>RUZ=I&S9VQ-F/9R)_%?!'=;&]?1X.WO)N6W%DF?F MIX:\..(^3VX2)65=GQV,S=941?9K(VLF+NM M1WFGM5N8U\CV]^Z>U1>R(J=Z&GMOCV]$_45VR;^4L;CLX
'LCB#79 M-JY-TG"M8LD]*G(B*ON54]_N7QDMPXYGY.F. MO%>(^:T),4P !^)LN&CV+7_K\KD9%G,+E,1()?:5TY3U?7#X 9V]%6N/6UNNW2Q*D<=>AKE*947M(^ M:3XSR<2.]R+"VO454_Y[3_CR:]W2OU:]+7K;Z_#(V #$?K%UV3
M<=XK/PL5[]:S*V51/DQX_0NHRR*OT=\@RJU/\ KXT::VU^UAFU-Z<7I* M9QN80 !9'@W7)-5XGTG$SQK%:=B$REMCVHV5EG-V)LS),G9%]K7^ M')&O?S3P=OH)N6W%DF?)3Q5X<<1\GM@YN@ !X3R1KK]LT';]=A9[2S ME=?R5>DSW=\]@E9\N.
[^:)V2]'&OO0]4MPWBWS>+UXJ37Y(F]BM56N16N1514 M5.RHJ>2HJ?HH*5QM_%%#.W.BZ(TG T%[]7*.O-SEG^?9Y!Z8.>B@.?%)2;47Z7;(DU+@A4|,VNKM6OE)OLKLRFOHE*^?(U?QG*9U*>=QQNVL"TDOWX^ZZ/;IW^JT^]5'0/O]/J"\V
#RK1]>EVS<=9UN)BO7-9O'4)>W_..K-9C2Y.Y4151E:HCY'* MB*]-:O9%]QYO;AK-O2'JE>*T5]96^1$:B-:B-:U$1K43LB(GDB(B>2(B$M5? MT !]6[4AR%*W0LHKJ]VK/4L-1>RNALQ/AE1%5%1%6-Z_0(Y3N^3&\ M;(:YW$6M?
S>7P5U.US#9.]BK7DK46>A:EJRJB+YHUSXE5/Y"K$[Q$QTF$]8V MG:>L/RCZ^ &9O1CKK]>W[/L\D:K7PN#BQ<+U;\CX;FK;)4;T\ 5RZ;-V*(U]_$I\56H?$B)XWPTX*KE7S5$D1/Q&_36WQ[><2P:FNV3?UABF=V M< \NT+79-MW75M;8Q7MS&DV21W\C5/- M[<-
)MZ0]4KQ6BOK*W9+50 !ZFYTUR7:N)]UQ->-9;3<5\;5(VIXI' MV,)8@S#8H43S66PVDL;4^GQ]OI.F*W#DB?)SRUXLF8K'[+GYUK.5/*7'X>%E&*1'>]>V0=:;^)/#_'S#];;WV](MM-7:G%ZRRW,[2 , >M379&W=*VV./O%+5O:[E1]]HY*\WQECHW. M[=OWYMJTJ]W_.
<:_P#%LTMNM?]QZJO.+?1@H:F0 ^Q4JSWK5:E5C M=-9MV(M:%GFZ6>Q(V*_@F*J9]Y^'"@@]FD/=KF:TMU$M?WH
OG_T;LF_XSQO95]_^X;D:*OXT4IX[<5(GY)F M2O@>8^;UR>W, R2Z4]:LN7R8DCZSL52:KO+ M]\2WD6R-1/-?9K]"*<=1;;'MZN^GKODW]%5R>H #U%SQKLNT<2;M MC*[/:6HL4F7K-1%5]I[<%9@S"QQHGFZ2>*DZ-J?2K^QTQ6XYK<@VVB?1
M_P!G,.IMO?;TAOTU=J;^LLLS.T "3G5#KC\!S!G9T:K:NQ5<=L%3 MNB ^:6*R4KORO%%5XV1414?.#L:5XV14I,6%VFE72F%Z.C0P7W=+RF2\L5 #`W%9]#66Y
MXNY0P6WQQ\N2=GKPY))YL?3LX@ 'MC@[79-GY7TC'-8KXH,W6S%OR M^OE3!=?Q.V1P]\AYFJT]AUEIGWF\;I$**D!8J7?^T\MV:?%A*=H5F[CH4BB[;%LG=O= R\X^>]W#E]A8I*5K:'I&EN&CZ^FN%WX@_39VO$I/@EW6YCDO*GC3\UY\]"_=NRES$X/+TB5LD;PR[T A
M/@KQ3WI;%!P=P M M M &B9ZTKK+S:'!/F\Z?@AQ'@YRO7M]^M-K.F+YX@M/FDI=*CU&B'LO9=7-^O'3EW(2IWO-K-)S%I=3L^VO*AUSIN6X(G-MS9B.7]:5?O
MX^CEL75KY/:]MWWWM4]8[Q>L63(+EIK+ #SC=%[@ OCNO[#'_Z-^=<.O+[)'I+0K%=%#I%=&O5'NK+SPI,C;@/:0-$J6.K_I+$[>I#] M$W,+]T3+B=@LM;6
]%=0_'\MF:M'(RYCX^WRG.O49' MHQGN=.V/O[O+KAOP7Y])W&8^9R+Y+ :.3Y\!0X45FJ.TD*Y!;6W0#ALMQR=#E,SL<X+M3VI9I ,EI>*6,K?+\J0Q>;F/J@Y5/1AJ#C7K4%A]M!(Z;6!E::HW6W>S+H/TBLHGUNXZ=_]22^^/^]%Y#=7X7
U$551$3N]^2(GFJHJ>OTQYQ#W1OP+#G]_ATW+<[6@Z&ZT,;QW[>5"^LT!X_9*BE7DBB+E%?FZ*1+!NGKYA%MFHLGUF/^WYG$Y1OK1O@ED+G@Y$^Z'RU7#I3GV[Z9O1&2+ D+20+14K8>;Z\<V/D<0LA_^D<&O02E%H6*G=Z[;(_:QE^"%2[I1+WN&Q3Y^;:G+!;/P08!
Q]]>E=]S)X9:UJK*Z"Q!(WS1'Q2L5]_MRH4XF)C>.R[H\@S:R?7(+[,;6#96YQ[+;R'8NL;X=::_Y@"=(5?+9JGTG*JR&[>#S]AVR?YR*\@@::R6[EB[2#F6TOWTI*:L3 %D?T.7V!]Z>9X. /?Z[!:QH@N]G@^VOPW+/>?7&NE%)*B<
M\#9,59OR6,:KE\D4^3,5CBGI#[M$3:=HZRM3I.JT=(U/ ZICU\5;"8^*I[;P^\!SD!:WKVD8!4!!S;LGM;:*<^!$DHO)$/\ZDS1(G. 'KGF2ABU$(*4!8HPHA8-)%6$YH<(TJMUPSR'/-\GA?$*&1JU]Y7G1$!U5+8%W]Q*K1,MBB57&_6Y$!ESH2@M#BJ.S)(B,2UE)XA?1
!\L,,MB:*O!&^>:>>1D..35*:5*I+4KEB_OH_F:5^>VS3&9<<OB<5_&GJ_\/L^TO&ER$Z]&1^8ALRB1^G%#&WD&_:<4CIBYY:BPXH[\5W@^JKG;7.&UA!EMVQ+]#4I1&U\NRRG5,+BFEM\Y[:7LEJ>^:^:SGH0WFU3QV@HG\I%:[ZV4:1_4K+XL_:57N
MX:I(QUEJO_B2WGJVO'[U225%[=D7MXRW[.F_GY.F*G'>(IO-9-C&1,9'&QL< M<;6LCC8U&,8QB>%K&-:V.:\UK6HB(B>2(3%-_H QBZI^.9-ST),]C M8'39O2WSY.*.-OBEM8:=D;]?# YK457H=]/?AOM/27#44 MXJ;QUA+,WIX !GQT=\|U\'B>W(8V'P[Y[GWJ3G>S8B
M+XYXXT7M[T[8;\%^27'-3CIRZPD@4$X S3Z/^.I>. M>D*+&)M "">L,6HM;CCI+#0TLH #^HBJJ(BNC7M1\$U55^A \J@IZ6(6EGH3UB>9<<^*A=C6Q*<Q'7GC)9+CG2;IU1-?X_MY-NTTW6_3(WLR9W3]PIU3,W*/*^SAFZ&#75'SI] M-[+^R'X
Y)'=0/%TW&N\6_@E=6ZOL,L^4UZ9C.T,#)'^.YAU]Z,DQ<\GA8G M=>]=T;O>]HE'#DXZ?Y1U3LV/L++9>1MKK6]9 M]6UF6#)|J1[5]A;F8_QX_#^+MX7.O3Q^*5O %O;?YH]M|\EVPX^ M,./PK03UO\\ZXVZX'VJ]W;9GL$AW<]2[Q-6F>9?>#S7QB+T3M^F^
(J7;#XGN\W*D/XK55-6FOM/!/GT9=33>../+J%JSQ<3H+?K$V\LJV>+IK%YV9E+C^YD2+0W(M3!UJP-&OF6]F7-*IY8\KYM(>I=!T0^L(.=,C;,6G(+EK4*KE$9W8Q[,#H=P*8R_7)!=N^HJ.B=ST@AP"WD-AE,0!16Q ZLI9Y1>/J?QJ$TJS\&3J4I9IQH\^H?VZIAY'1
[.""/N^1_N9&U7+Y(I\M, M5B;3TAZK$$VGACK*U6FZOO0TO5L%JN-3_<>$Q\BT+PCZVQWMRP?1UGB;T<2^DNKB8NGZS\T,^?)&N_B[+)MGUB_DO/31P&88*G.

MWR5'O1.R2Y.3M78G?O\ +5WFC5[<\M^"DSY^3KBIQWB/+S6*1$:B-:B-:U$1 MK43LB(GFH$6.4MTGY WS8]HD>Y:UV_) M%BXW>+]XP]/_'+C(D8Y51CE]1-?(B=D65[G=O,IXZ\%(JEY+<=YL]?'MX M
MGH^Q$S.T=5H^.--K:!LO:G65DBXJBUMBR=B*C:62L?:R5I_P&KP8NR.OF%P!#]"T?9+K$UT&R"1:6W6TE&)+! M6=7<$*=X$U2).+R#YX4RLFSE\L?+5&(DXC0K9EJQ..1F;K5N!XB[A#1.5/KYK#V&0;F$D^H8*U%1+K$.V(M]C]54.#XAS
5/;Y.U&UN2NP]^W>.!D#@!?M>@/!,73PZDS&F1@3\<=#%>HAU9.D\N.D%XB%I0-0M0RI1(G3QSSDH*16E1(UO:'Z7!W-]'ISA5HU?6N>M21!BCOB\;#CWTZPS1J6=WG_:
M5IVHJHY&N6*1*?_H3;HK4\)2G\RUBFB/\CCJ8Y@IAYLEAZW[HEYGI8KF3_XB9_!/3+6=+I@]NKXY)IT&<D!&<*9/-]C9\9S>QI4U,>]LGPGSDQW0 ACGVAN M19&-I:4HA8I@)/X)]MHJFLC(M]9:T0A1K$UX+!3&RRE4\
MQ]JGB[IXR7BBE)Z8Z<=XKY+?GB/J:1$T8XO!OQ$)/!G<+=)\@B(D.W=KA1'5N&&$?&_(!Y^S0(6!:[Q^&WP*DB4(I;
_=UC7$UG&]_@6#QMK7'0K5Q_=K5EQ7RQ/N.U&Q+5@H^N^0X!%(/W!C/S6@Z'O=F+3=^QW$FCTTR]NBNHT%U5$ZA-6RVR=H0:4?ASO7G*)YNH3=S)B+0E4B^D.I_L:G8K+%DS-BDY/A5A8_M(ZG/&8=0*J\]I0]*A7@1]W].TX+M99#8XT3HEF5M\VZ$$JC8/D$LSA86F2&]\2S8P%H$]_N=2:Y2-9'F_?/+\$)I6*0
$]N'M2+E==F5%5LN'NR/=#"CU_#DQ\K7UGJO95=%XNW9R=Z6*'2)\ -- MRTX+S'EY/4QT<@ 'D&JZUD]PV+#ZSAXEER&9OO0TX>S7.9"V1W>>U-X4 M56U]<".EE=_%C8J_0?+6BM9M/2'2]FAM-Q^*QUE:S6->Q^:IZ]AM:Q:/!0PF.K8^ MOW1$?(E>-&OL2^LBSV9%%?)
(O\9[U7Z27:TVM-IZRJ5K%:Q6.D/W3X^@ M #%%+JQXZDVK2H-LQL"RY?2UGLV&1HJOL.:]91GQGV:B?+=-CY(8[]"*]J)FOM MC=UI5$-&GOPVX9Z2SZBG%7&N6"K7B4-B@7N*:E?@3T5C2CPP1A5Q"N)S'O[W]K.
R!CD[*GL)/>CD,>IOO//1"DVZ:FT3>6<\)E M:@ EUI<=2Z;R%9SU2!4P.Z/GR]:5K4]G!EU<)^HIPWWCI+&@[.#[[-I:R%NK0I02VKMV MQ!4]58&+)-9M696PUX(6)YOEFE>C6HGFDJ])RVLQ-'YMGZ%YWPC.:_P:10RO]C&
[LBK%&WR0F9+\=YMY*>.G!2*^M^;V.>'L &)G5IQU)L^FU=Z4=Q+RY73 M5GDN,B9WDL:]/AB'M+*A]6%ZNN8M-S 4+Z/..J. M)CNR.1('P=5WGCU-]YX(\NK)J:1QS)&QEW=S-ML06I^UC1'UC1D7[4%4
5Z7>CC!9%T3=IOYJ]"Y&I13.BDDQOFOK9T7C"""=C&\][./OY6[L:MDSV-B7JXDIC^3ZQLLUE==!M=75,B40B02KYIFAXZ'1&UXD(:'^(<
M+:A@MQ8X]8Y+>')V_'H#GSAB#E77X[.-2&ON.#CE?A;4CFPQW MX'JCY\-=E5%1(9U3Q0/=Y0S=?=K'R=^V+^V=N?=EQS8NTKR[T1 1Y+&W\|/?MX MO*5+M\WM%O*5+'+\+'+4[8#+F=.%FD/GU&LG7L]2!))Z]CFD$K@_R;5I%-%!0$NVHRWD]_I Z:Z
>%XN+<#)D,NR*<\|[#&N5E9X)&XJG]B6+"5IFN>V1YB(Y&H M_BM(RCC[RC?=V52%&+O?-1D_C$W%[*6%A0)-AM7
MS,C%6IB*#G]G2/7R26W,C7)! BHZ5Z?Q6->]OC)KW1(D=$4M#BK=[!TG8E!WZQ@]XQ?HXM:!;]:;_?Z!X8[Q7JTBHE/K&;%2N_J6.OD[L&$.2?.HG\K>?@+*-=O@Z]BI[#)_\HU15QC?ZOO53AXM5C*Z!VF)/.G%5QP?GX'!R5P(8
MU[H^&S7D5KO96]LS6R1/J+X7M1>R^Y=/T>@]KV7%Z,YN/EMXN3L8VMAZT3:=B]-GHD9G5G]=+'8Q$J>I0\L3(+X(5PY<PYJ|59X(S_T!9O-4'VE5!8TW83/(MB>-+X,J8+TW1,QPJ;?]C8C3?ET4%=Q[>.9E<*H3 MVBO/G*@T0&95<>@,9D?LMHS,KQE5 H>AK
+M'!7KYM6##O]^W3R4:3: M#"?J=X)GSR9.1'1INGS$$$5+J3-K5@GKA2?R;F^Q#0U=0D_#8_3A8]5-8,NE\M)GE=NA-@YU@#=-;#0W7$.?'XMCW.J^=/5)[*A2IEX4*6NVS?D;>$ZLO;1IT:?1&(&J+>QY<=&BS+M4QUVVZ'>=?Y4V[PF1PY_(HZ+UVJ[\EFWU..E7&0)0ZCW
MEQWA^,=3I:SB4]]]K:RN1>Q&SY7*S,8VSP3P]@ !]6]2]9*E;QV0K@ZTZ]HEZ)GG=\UJ6+0ZEO]U>7VBS0]+7GV1BNVGXV9D]26M]R^]0$^=GEJ
;E>G_@]]R3E8-@SM>2MHV+M(ZQ(]'1OV"S [NN+HKY*M5'HB6ID\FM[Q ML7VBJK..;+%(VCON^'#-YXK=S]U4(HHH(HX((XX8(8V10PQ,;'%%%&U&1QQQ ML1&1QQL:B-:B(G9">H/D 'JOE_B[&[G.5R$79'IY.@B7V M:]G.D.F'/EX_NU[O[MV#%%P?
>MWOV9D7KPVZ(_]| (7'NQ<:[%9UW8[W@D9WEH7XD'7Z_M[^;,&+_?L!,7Z_M[^B.@2_]:[9@[1=DOY%-C&_IFM-:(]P^Q(_?Q5>^-VS7(\&Q(V1=.^G%/;EE:M_-LG]_=B'UX,&/:\^MM/B_4_X[TJ^HZ@\9K$[2Z?
;#&V:CJ^.GB=L&;\/9(HNZ/7'X]SVNCFRMJ+|%.SFPM M7VCT]>%K^>7)&.O^7DZXL4Y) P 5Y55RJJJSIF9G!>>JC$!?]9W Y^1:;+1T$L@JM1O%OL'[C3PT)(TZ_53^1]JQW@(N@=CI\L@'@6EYOQ8(_J9]S&LVIRCNAY,#U8S%&6(^O
^W^W^_L,#2R@ M >SN*^+<_RIL<.&Q4WQDR1CKO/5TQXYR6VCHK[K&MXC4,!B]:P59*F*Q%5M6K%W1SW=E5\L M\T1OM;5J=|D7]D5|CW+]-M:;3Q3UE2K6*QPQPTA+F9M,S/67XY]>0 M4ZK'_ZW4W8UNV7*C'X/!\/? F !8]UJ9YY9I9)I9'O)-[@#+/,1AIK
V7PO:B]E3NB_:V MFL\4=8GT[P5V9X;>8T&"(F$#*C.D'3OS$? AF]XHSRFFUCSI9=SZK3NGBOF].BT9[6&4V[)S$*-2F)*A%NGC?UG2\>VL?;;-?@1Z:T?*EM8*PEC'BSI#&!KH-OH6*:>?B$6(W"SO5P#E[,LB8S44]O%*>JDJ9I+XH<1;W-/:] N]!L
MK!BWGCMT\E%3$V@ \'Y"T#'DZSJ??';'.UGKL M]N8 /97&?%>T\I9IN+P-98]4+V+ELY9CD3&8F!R]U=-(U/WZU(E U? M:2+_ %K$<]OC)DKCC>>KICQVR3M'16W0M&P7'>LT-8P$'@JU&>.S:D1/A63O MR,8EK(W'I^%8LN8GDGR6-
1K&HC&M1)U[3>W%/51I2*5X:]F1Y>@ M ^GD*%/*T;F,R-:*Y0R%6>2E=JS-\4-BK9C#W;J/[]WR MB&VVD7J@T+9XV&>@$[<+%KNK_;]@[X|"WH^(] Q;"..@&0T=C4+N+%L*K0SE7)N_<"+)_#>/W&X-
M3):5]6(CH9O"BO6A?:QK)VIW\D:1$5$S&H M=,,>M_S2[S+ZJ,D2WP?5M*0B2VNP8D:O4#>,5UY99[)JQXKQ&C/^M-[/,H?)2(%K-K!%DP;3IBW*$Z,_BZ3$U,7!(%C<=$,UH!Y%LWRT?4M-JO2)!8F
MQQQQM<^221R=+FE3K/^F>6G7$-H>4R*&2$]M7BYD8JDSL/SM'B[;A$H5K0WR65[6$9M1B_ZJU1D0;D]Y]]?QSF]PZYF]>R6&"5LMUM]=C3)O>L2FNT+J!/T[ZP2[TL_$[PU23#SD'I=%L*)B!QC*BVIZ][RJ;F3X3"*W@5R^!%1B+G\
>OK)\KE)FL2WD)T17>%9%C1K&=W M>SB8QG=?#W6.=>|WMQ2HTI%*\?*\?XD@%$3(6.6;6ZS0?A1^5]&ZO<"&2J=<;S3Z25-)[+8S/I.QE%H:@E+3\'PMG_12,S
M\3)KVH9.O(N"R_;QK%W\4B8G)N:U&Q9*O&B]E[VQ,>)B?%=[OEJ\#]UXN-"EZ7>K^B+7JJT\'&9(5,#OE:0]M>G!)NY8!@1 LXC?EOS$]
@JTZS/%(]E\W.K61L17.5$153Y:T5C>>C[$3:=HZJX<*\34.)]5;CD?';V#*+%2EBQQCKMY^;W$!9-V'-QQPV[W[L M&;%P3Q5[G[,6C0S@ >Z>%N'-L44;?>J^=J^^C4[J=R=]BE[Z(F[8C!5@=YZ89_6X@

[G]BM[H MDD;G,5?"Y3U2\TMQ0\WI%Z\,H_;YHFP\=;%;UO8Z]PV8%62K:8CEIY.BYSFP M9"A,](DM:9&K^)S'HK'HU[7(E*EZWKQ53;TM2W#9X8>G@ #/[IAX'L49 M:G)6Y4?93^S;-].(M,[2P^U;W3/W8'M[QRK&]? V.\VHY951%]DY,F?+O_N= M?]V8,6WW[?1G69&L
&*G4GP<_D#')MVL5O'N&&]>RFI1-:CMAQ M<3G/^#)YM[Y.DCW.@7S=*SO%YK[/PZ,&7@GAMW9_1GSXN..*O>C]4Q98I8)9 M()XY(9X9'Q30RL='+%+&Y621R1O1'QR1O14[M'!7@C17R2/5K(V-5SE1$53Y.T5C MBMT>]UFT\-
>]N'#'%&.XGU5F+8Z*WGLBL=S8LK&U?#:N-8K8ZM9SVMD3'8]K MU9"BHBN572*C7/5$G9?F]O'-T #UORIQMB> M4=2MZYD52O9:[X9ALFC/')C,K$Q[8+"-\EDKR->L.\X[M<4/&2D9*\,I";=].>T;/7M;V2B^CDZ+^RHO=T%F!RK["[2G[-;9IV6M[L>G\
MJ*B.1S4I5M%XX]]$VU9I/#;]\9/KR #^HB]](B=U7R1$\U55^A *.],O! M-C561\@[A36#8;==SK8\ M6?-Q?FAF]]<3<4YWE;8X\5CF25<14?%+G\XZ/Q5\72[W(KE[,:]S?&3)&.N\]73'CG);..BO>NZ_BM5P>,UW!U6T\5B*D=. MG U?$J1L[N?)*]?
E2V)Y7.DD>ORI)'.*>LJ58BL<,='[1\?0 M \9W'4L/O.MY35\[![;'92NL3W-[)-6G8J25KM5ZH]1V:D[6O8O94 M[M[*BM547U6TTMQ1U>;5B]>&>B/_"7QML'&&R6,!G(5?"Y9)L1EHV.;3S&/ M1_ACM5U[N1DK45$FA55?"]>R]T5KG4<=XR5WA.R8[8[;2]>'MS S@Z8 M^!
[%VW0Y*W&C[+&UE91* M'?P,3-8]/:3/PLTKG,;'*DKE?5DV'+V<[3W9<,V+M(WCO0 ME?;J6]%JQ2O5IZ=RK*^"S5M1/@L5YXG*V2&:&5K9(I&.145]HBHI0B8F-XZ, M&VW*>KZP? ?I8C$9//9.EAL-2L9'*9&PRK2I56>TFL32>YK4\D:UJ(KG M.[^S#\T,P 'M?B/B?.M?
P.*U?"XW7\)592Q6)]1TZ5=GGX(X_-7R/7Y4L\TBJ^1Z]W/D;GEQQDKMY^22 M&PZ]F=5S%[9^A/C&W5^*?7D 'RPPS6)H]]>*2>>>1D,$$+'2S332N1D<44; M$<^221[D1K41555[('U3KIMX.=Q_C5VW9ZWAW',U?
9PTY6HKM=QT2=OWSQX<^7CGAKW8_5NP8N".*W>G]&51G: M8*=3O UB]-#+M_N=OHR9\._WZ_5@";V, #S/0]$V#D78Z>MZ[56:S.J26[3T45>!')Y?A2/5&,17N:B^;WK2O%9[I2U[<-5@>/M%PW'.JX[5
ML(WO!4:LMNX]C66,GDIFL^&9&RC5=VEL.8B(WN]1QM:Q%\+4)M[S>W%*E2D4 MKPP\U/+T 'Y^5Q>/SF,OX?*U8[N-R=2>C>]RHJQSUK,;HI8W=E1 MS>['+V7B:RCBRQDK_DG9<4XY_P 7I;EEQQDKMY^21^WW.:]=V2PR-
5',D8KF2,5'-56]BK1K,6C>.B=,36=IZOR M3Z^ ^6"":S-#6K0RV+%B6."""""-\LT\TKT9%##$Q'/DED>Y$:U$555>R M!]Z]@=./!KN.L=)M&SP1KN>8K)$RL]MD37L7)X)%HM;8]?K23Z/E;"NC6-JO^QV[M.]R_%=I45SDI/..&W?_=@S8H/%7N?LQF.[. M !
[RX1X7RW*V=:^9D]+4,98C^/YCFRY&PQ4\2]E;!&[MQO\ -6,?RRY8QQ_D[8L4Y)_Q5]QN.HXC'TL5C*L5+'8ZK!2HU(&^&&M5K1MA M@AC3S5&QQL1$[JJK]).F9F=YZJ$1$1M'1]T/H >"E3(0(JM\2Q]]6O9W;[2)[V=T\7=/=+S2W%#Q>D M7KPRD!N^D;#Q]L-S7-
CIOK6ZSW+!.C7+4R5-7N2#(8^=6HVQ4L-3NBI\ICN[M'HU[7-2C2];UX]]$Z]+4MPV>('IX H7TR<#6<*^KR/N=-87B94=(]I5E5516]HW+XT17[\.7CCAGOL&;%-)XJ]S]F-!W9P M />G!_#&4Y6SS)+$<]/3L788N=RR(K/;*U$E3$8YR]DEOVFJB/_\ N;:^0\C&JHC6
MJYJJG=%1SJ&GC;%'S3]1.^6?DL1ZGOPM2]CUI=1-^DV3(I+Q?PMJN1]EV=5I M*S8=YWZDD[F+XVWYTUJ16M&JG$?I8^:LGC:C:.+YGU'C+F6I69[+V7PO-ZM!]6RVV M(Q5>CLGN&DY&U)
[3LY9IWJGR%;WH:>=\]2W.WX%>VPCW,QF!9W:U[%1ORE8OA1_+51TEUTL M]8;LYD:P]{\M\$ZGRM MJSWPNT00I%3V*E"R21[&)^]5\K55T3 M1^/))IB]CE1SH$54>]6]F-Q9,ULG+I7T;<>&N/GUMZO>9R=0 M /\ +V-D:YCVM>Q[58]CT1S7MRHOO
PKY:Z3*&9ELY[C62K MA\A(KYK.LVW+%A[4BKXG+BK"->N+E=Y]H7(ZNJJB(L+47OJQZB8^[?G'JRY- M/$\Z:ZWK;NSNR6I:O*T;/%SZ\@'V:E.W?L15*-6Q=MSN\$-6I!+9L3._K8H86O MDD=_(B*HF8CKT?8B9Y1U93<:=*6Y[1-7R&Z)+IV![H]]:=C7;'<8BI^]PT'=
MVXU']E17V>TC%[*D3T7RSY-16O*O.?T=\>GM;G;E'Z])ZAINN:+A:^ UC&PX MW'5_E..SN^>U86U:E*>)[U7LB(U.S41$QVM:\]VZMM:UI'#7H M\G/+T !XSMNGZ[O.%L8#9\;#D\;8[/1DG=DU:PUKFQ6Z5ABMF
MJVX4>OA>Q47LJHO=JJB^JVM2>*O5YM6MXVMT3LY+Z4=RUB:QD-*27<<#W?(R MK$UC=BI1^](Y]+?"W)^%.R(^LBR/7S]BU#9345MRMRG]&/)I[5YTYQ^K%BY2 MN8^S+3OU+-&W Y63U;D$M:S"]/>R6"9C)8W)^)4131$Q/3HSS$QRGJ^L'P \ MGUC3-
KW.XE#5L!D\W8\3&2?]SWUZZR+V8ZY)NDJEAYJN>Y+FJY>]"YD];6*;EEQ,$C?E,7+VG-8N3>Q>W>\ MB-K^)]HYTS%[&3)]G[M.GJUX]/$<[\Y]&:[&,B8R.-C8XXVM9'&QJ,8QC$\ M+6,:WLUK6M1$1$\D0RM3_0 ,5.8>F# [U-:V'4I.VL[3.Y\]
MN%T;OB/-6']W/FM0PM=)C[LSU[NGA:YKU[]^-SW*]-&+/-/NVYU9\F"+_>KR MLGYN/&>\Z#.^':= #_ &QCY7LCC8Z221S61QL:KWO>]?"UC&M[N-\]*U',>U4?&]].: MJ.1%3[$S6=XZODQ$QM/1/[E'I&S6-FL9;C27XZQCWND76[D\<.7HM=WC#S*X?+8*Y)CLUC,
MAB+\/]5I9*G8HVF?1W=!9CBD1%[>2]NRFF)B><4OS0^ '[&$U_. M[+=9CM?P^2S5Y_94]XRE8NS-:KD;[21L$;_90M5?E/=V8U/-51#Y-HK&]IVA MZBLVG:L;RS1XLZ1+"6/5,;:22S.Y%1WL\QDZZK#7B\NSHJK MWO>B_P!58]*BYLFI\L?
YM./3>>3\F>E#'T<52K8[&U*U"A3A97J4ZD,=>M7A MC3LR*&&)K8XV-3Z$0QS,SSGJUQ$1&T='W ^@ >L.3>)-1Y4QK M:F?]N@R-6-[<7GJ21QY3'.=W=X&R.:YMFDZ1>[X)$5CNZJWPO[/3ICR6QSO'
M1SR8ZY(VG]G)R'TW\CZ')/9@QS]JP4:O='F,!!+8D9"B^3\AB6^TO47(SS>] M)+ S_I*IMIGI?Y2Q7P7I\X>@516]K7(K7(]H]*G945/)45%\T5%.KB_@ #V- MI'$V_P#(4T;=9UV[8IO>C),Q:8M'"P)W1'NDR5E&02+$U>ZQQ+),]>YBKV1?
M%\E*=Z>;I3'>_=CDH;P]TVZWQO)!GT3MWC;%WU^4=F2QP=P M #PS>= U?D7"R8/:< MZO.WR[IV='(B>%[7-[M7U2]]3O5YO2MXVLG-R/TM;[I\EB]K<+]TP#5<^.3& MPK\>5HOPD9]>=><,:)X)ZL MTM>S#+7L0/=%-!/&^&:&1B]GQRQ2(U\;VJG945$5%.
[@^$/@!YCJ7'^Y[S:2 MKJNNY+,.\:,DL00>SQ]=55$_W7DIUBH54_^IAXFNDP.,F3PN;).DK6NR]J%R>7C:VNU?XCU1KTR9 M-1-N5.4->/3Q7G?G+, S-(#'GE_IXU?D_VV7IO;KNWJQO;+ MUX4?5R2QM1L<>9IM5GPA48B-;.Q6S,1$[^-K48=L6:V/EU]XY,->
M&^0^/99OL@UZT[Q*[PYS&-?D<++&W_G*MV!G^Y$QMIEI? MI/-BOBO3K')ZO/;F ?U$551$3NJ^2(GFJJOT(!]PX^Z>^2-_E@FBQ$NOX216 MNDSF?AFHP+"J^;Z-1[&W\>/H(]$5(HU57=D61SW(CDQ9 M,MLD\^GHVX\5<<9BQS03PR(Z.6*6-
RMJJJIAW9B:\>I\LGYLF33^>/\DTN>N2=!Z7 M,5)F^HC;\!PYC6NECK3J[D:^"DRTT+5>^OKU6RY+>RVE8U7,BQ=F21J=VM5 M/,U1:+1O6=X9;5M6=K1M*(?-/K!/3'ID]O'<,\=\AU_B[M:Q4]0Y#T\?7KXAQ, M.1M9\%Q_'/M(%'LB=FIYJH?2;Z=KK\1R*N?XN<
MB*BJUW&N/\+D1?P5\-YKNR_R*BA]>_=>]9K]*#]F]8/7*661V3=+8L2]G=\LCG22.\W.5?.Y3@I:=[;[NL9[UC:NVS]K[Z-]* M[_9=PC^IG#?M$_#X_F^_$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[M_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-
]*[_9= MPC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^ MIG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_&7<(_J9 MPW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[
M1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P M^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/Y MGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_P!EW"/ZF<-^T1\/C^9\ M1D^1]]&^E=_LNX1_4SAOVB/A\?
S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^ M1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]] M&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E M=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO\ 9=PC^IG#?M$?
#X_F?$9/D??1OI7? M[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N M$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U M,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X; M]HCX?"\SXC)\C[Z-
]*[_&7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_: M(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^' MQ_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_, M^(R?(^^C?
2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R M?(^^C?2N_P!EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR M/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OH MWTKO]EW"/ZF<-
^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTK MO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO\ M9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=P MC^IG#?M$?#X_F?$9/D??1OI7?[+N$?
U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^I MG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#? MM$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_&7<(_J9PW[1 M'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^
M/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YG MQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3 MY'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_P!EW"/ZF<-^T1\/C^9\1D^1 M]]&^E=_LNX1_4SAOVB/A\?
S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]& M^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E= M_LNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LN MX1_4SAOVB/A\?S/B,GR/OHWTKO\ 9=PC^IG#?M$?
#X_F?$9/D??1OI7?[+N$ M?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U, MX;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;] MHCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX M?"\SXC)\C[Z-
]*[_&7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q M_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^ M(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R? M(^^C?
2N_V7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^ MC?2N_P!EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHW MTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO M]EW"/ZF<-
^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW M"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4SAOVB/A\?S/B,GR/OHWTKO\ 9=PC M^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG M#?M$?#X_F?$9/D??1OI7?[+N$?
U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?# MX_F?$9/D??1OI7?[+N$?U,X;]HCX?"\SXC)\C[Z-]*[_&7<(_J9PW[1'P^/ MYGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ
M&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y M'WT;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_V7<(_J9PW[1'P^/YGQ&3Y'WT M;Z5W^R[A']3.&_:(^'Q_,^(R?(^^C?2N_P!EW"/ZF<-^T1\/C^9\1D^1]]&^ ME=_LNX1_4SAOVB/A\?
S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_ MLNX1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX M1_4SAOVB/A\?S/B,GR/OHWTKO]EW"/ZF<-^T1\/C^9\1D^1]]&^E=_LNX1_4 MSAOVB/A\?S/B,GR/OHWTKO\ 9=PC^IG#?M$?
#X_F?$9/D??1OI7?[+N$?U,X M;]HCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]H MCX?"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX? M"\SXC)\C[Z-]*[_9=PC^IG#?M$?#X_F?$9/D??1OI7?[+N$?U,X;]HCX?"\S MXC)\C[Z-
]*[_&7<(_J9PW[1'P^/YGQ&3Y'WT;Z5W^R[A']3.&_:(^'Q_,^(MR?)Y#A/6I_2EXILC;W[G#95?*R1K\WQ%DH'0L8G9T$::YO& 8L4B^;E>CW_B M<@^&Q_-]^)R?)ESQ3ZX!U*X]U#]O#I%X-WRBOB;83BG;M^XEM-\4[U;+"[;K M/-4+O95E:BQN1/:/:J^-B.1&^9TM?
[9EZC56\XA;KI:]9W]&QS]-C<#R=FM[MZ5]QO/A]_!^7L F1T2>_*QCE91Y'TB78,71QS%Q>2]O5%[20RO8OXSA,3'*>KM$Q,;QT>3!]?XDCCFC?%*QDL4K'1R1 MR-:^.2-[5:]CV.16O8]]JBH]=E0#"GEGI*IYB>SGN-)]N(NS.DGM:Q=>L6)G M>
[Y;EQ%EK'KC7O=W[02(M?N[Y+H6-[+]QZB8^[?IZLN33Q/.G*?1@KL^F;5I MEQ:&TX#)X2QXWLC^'5GLKV59^$ZE<;XZ=Z)._P"'#(]G\IKK:MN=9B62U+5Y M6C9XR?7D ^S3I7,A9BIT*EF];GON9%!"Q\LCE_$B*HF8CKT? M8B9Y1U94\:=*&X[/+!D-V]KIV"
[QR.J2MCDV*]&[LY8X]2^*/%=V]T<^SVEC M=V_>7)W[9\FHK7E7G/Z-%-/:W._*/U42U+4-=T?"UM?UC&P8S&UN[O!&BNFL MV"(U);=VR_O-;MS(Q/%(]5=V1&IV:UJ)CM:UYXK=6RM:TC:O1Y*>7H M #Q?;]-US>L+8P.SXR')8^?Y34?
W98]3HBI';HV6=I]E]+OY/8]=T[M M7NU51?5;6I.]>KS;M;QPVZ)U\E=*.Z:M+8OZ:DFY8)%5[((&,9L=2/OW2.?' MM1K,DK.Z(CZO=[U[K[%B&S'J*VY6Y3^C%?3VKSKSC]6+5NI;H6):=ZM8IVX' M>">K;ADKV(7]D7P2P3-9+&[L]>2HBFC??
G'1PF)CE/5]K7CT\1SOSGT9JM:UC6L8U&M:B-:U](C6M1.R-:B=D1$1/)# M*U/Z #\+8]9P&W8]QA-DQ5/,8NRG[[5N1^)$K M9C[_")8G,D8OFUR*?:VFL[UY2^6K%HVMSAA!OO1M8;)/>XZSLUB]G3XRD[.543OV1RVL,M^!C57^N_R-$9<<])APG%DKUB7AZ:A
MMBR)"FK[$LRO]DD283)+(LBN\/LTC^"^+Q^+R[=N_<]<5?6'GAMZ2\SP7"'+ M.Q/:W':'L$3'+Y3Y:I\15O#Y=WML9IU"*1B(O\57=^W9.Z^1XG+CKUF'],62 MW2)9/Z!T;/;-#>Y'SD3XF*U_Q!KLDBK+V7Q>SNYBQ#$L;/+L]D$2N5%^3,U4
M15X7U/E2/S:*:;SO/TAFY@->PFK8NMA=>QE3$8NHWPP4Z421QHO9$=+([SDG ML2>%%?)(YTCU\W.5?,RS,VG>>K5%8K&U>4/V3X^@ ?E9O"8G8 M\7*5VOW9XHLU23WJRE9E6*ME(&IW[(YTC#_*8?+8.Y)C\UC+^)OPJJ2T\E4L4K,: MHJI\J"S"(B=T7S[=E-
,3$\XYPS3$Q.T\I?FA\ /VL'KN>V:XW'Z]ALGFKKO M#_N?&4K%R1B.541\J01O2&/R7NYWA:B(O=?(^3:*\[3M#U%9M.U8WEFEQ5TB MV7RULURC,R&!BMECU/"V4EFF[(BM9F,G6>L4,:.[^**LYZN3M^^M\VKFR:CR MQ_FTX]-YY/R9Y4:-
+&4ZN.QU6O1H4H(ZU2G5B9!6K5XFHR*&&&-&LCC8U.R(MB&.9WYSU:XB(C:.C[8?0 /5O)_$.H\JXUM7/5G5LI5C2V.>73T<\F.N2.?5.+D+I MSY(T.6>=F+EV?!1HY[,U@();2-A:G=SK^-9[2_CUC;YOAE16JK7(K7(]H]*G945/)45%\T5%.KB_@ #V3HW$>_\
(Y&R9JZQU'"0)W[/<[(SM2*=8^WG'"DLOXF*>+Y*4[T\W2F.]^[') M0WA[IOUKC9]?.9B6/9=PC1'QWI(?!C,/(K?E)AZLG=ZSM[]WX5+^^*B=V,B[MN1<>7/:_*.56S%@K3G/.S),X.X #$SE_I;P>Z3VM@TN:IK&R M3]^:W2DC>W 9>PY>
[H&5V/DQ5N1>ZODAC>R1WFZ/QN=(NC%GFO*W.K/DT\7 M^]7E9@!N"&[Z%96OM>N9'%M\7@BO.B^$8NRJ_@I6RE59L?.Y4\U:V17M[_* M:B^1LK>E^[+':EJ=Z'A!Z>-#Y(HI)I&10QOEEDPB5J^)]O[>%>-\]*\HYV=J8+VZ\H4;X_P"-]3XTPZ8?5\>D"2>!U_(V%9-E
M)? QO=>^*][7G>S;2E:1M5YV>'L M #\G.8+#[+BKF$SV.JY7%7XEBM4KB. M:J.1%3[$S6=XZODQ%HVGHGWR?TC9[$RVIB>5^4L>33S'.G.&(.4Q.4PEV7'9G&WL3D M(%[34LC4GI6HO-4^7!8CCE:BJB]E[=E-,3$QO'.&:8F)VGJ_.#X ?MX'6]@V
MB\S&Z[ALEF[SU:GP?&TYK;V([OVDF6)CFP0HB*]O>K6-1%551$54^3:M8WM. MT/45FT[5C>6:?%72+8=+5S7*,K(H6*V5FI8^RDDLSD5%1F9R=9ZQQQ>2^**] M]SG=T_?6]E:N;)]/+'^;3CTWGD_)GC2I4\;4K8_'U:]*C3@CK5*=6)D%:M7A
M8C(H8(8VMCBBC8U$1](B(ACF=^<]6R(B.4='V@ 8Z\P=.NK\ MFK-F*#V:WMZL\\I7@1]+*.;^ S-4V>!99.R>%+$:MF:BIXO-:UB=L>:V/E/ M.KCDPURU?D*QB0N=Y.D;YJG*^:E/ MG+M3#>_EM"CG%G#>I<4X]T>&A6]FK438\IL5Z-BY"XB*U[H($3Q-Q^/]HU%2
M"->R^%]R.DQ!*U6R0S0RM='+&]]JBM5%14'3IU.O*>C!+E7I%D? M/9S?%TT2,D5\TNI9"Q[)(W+YJS"Y.=RL6-R^Z&TYJ,\^TRIV8FO']?+)^;)D MTWGC_)A/G]9V'5KKL=L>%R>$NIXNT&2IS572-;V[R0.E8UEB+Y2=GL5S%14[M+YH:HM6T;UG>&6:VK.UHVE^&?
7D_^_C<7D\S;CH8C'7LI>F\H]>.JSW;4GFB M?(@KQR2N1%9^$D=B1GM]V)A>G;OW62QV[M5D:]G)FR:BLGM/_*%",!@,-]^) MI8+ 8^MB\5CXO95:=5GAC8G=7/>]R]WS3S/5722/5SY'JKG*]]]KCF9M.\]6 MR(BL;1T?L'Q]
\'WWCS5N2<*_";1O2S$U7R4KL*MAR6+LN1$ M^$X^WX'NAD7PIXFJCHI$1$>UR>1ZI>UW]\7I6\;63FY'Z7M_P!-FL7,!6DW M/7T5[XK.*A5V8K1)W[ZWMF*B=U\'=&IMIGI;O]>= M><,;)H9J\LD$\4D$T3E9+#,QTQS5]Z*B*AW<'Q!\ /-=0X[MW7?
++:VJZ[DSEN1PK#C*SOD]_A>3L>RH5U:CD7PND1RI[D7W'FUZT[T MO=:6OW89]<0=+&%U":ML&\RU-DV&%635,9$QS\!BIF]CF2N2=C),OGBO._?T9=&=I 8Y\P].>L M\FNFS6-DCUO;U8OCR<,"/HY=S6_O;,U4C5BOF\D:EJ-4F:W\))4:QK>V/-;' MRGG5PRX:Y.
<O6VT(W.1F;H,=D,),U'=FO3(0-5E;VOO M:RPD,O;WL3Z-M,M+]V>;'?'>G>CD]9GMS /ZB*]HB)W5?)$3S557Z$][<>= M.W(^_P L$_Q7)K6">K'29O8()J;'P/[.]ICL>]K+V25T;JK'-:V!RIV65OO. M5\U*>>_)VIAO?Y0HWQ=P[J/%./=#A8'7,Q.B:S*;#>9&
J)7>W9SH8O"G@HT M$D1%;!'Y>35>Z1Z>-<63);)//HVX\5<<1-&EGLX^C)M^.KG19/!UY)KD42)W_P":CAV>UNUG M-1%5SH_;0HB>4L5\%Z=.<,>WL?$]\UW9S7-+9*4[TO=<=[]V%!N'NF77] E]]!L\M?9ML MA\$U?]
[=\2X6PGFCZ$$S6R7;43OP;$S6^%>RLC8Y/$N/)GM?E7E5LQX(I]ZW M.S*X- '^)8HYHY(9HV2PRL?%+%*QLD/\F#>R:?M&GW%H;/@,ND[;=CFKY'>EDU+ M!]VO=0[Q2;'>9_6,K_OL.*:[L]*ZQWE;_P!(51>Z9\FHK7E3G/Z-&/3VMSOR MC]5#6U/7]+PU7
:UC8,7C*B?(AA17232N[>TLVK#U=/;M2]GRI)'.@ /%-RTG6M^PD^ VC&Q9&A*OM(ME55CM4;2-;5K>-K=$Z>2N ME7=M3EL7]19+N> 17R,94C:FP4XNZJUEG&M[+D%:G9/"51[GJBJL3$\DVTU% M+U>=>6KKZX? #RS5=&V_=
[:4M5U_)YJ7QI'))5KN^!UG+X>RW+\OLZ-)G MRT\Y9&)YGFUZTC>T[/5.6OW8W9W\1]) ^-U^>KL'(TM3.Y2%635==K=Y<)3E1 M4>R3(32,8[+3QKV_>O"VNU47O[9%14R9-1-ONTY0UX]/$?>OSGT9FM:UC6L8 MU&M:B-:U](C6M1.R-:B=D1$1/)#,U/Z
#T+R]P!]O*;'Y)]I M@-L9$UD6>J0-D;<;&U&Q09FHCHDO1L8B-;(CFSQM1$1RL:C%[8\UL?+K5QR8 M.Y.?2WJG3OG"?('O'DL[LU@+%K%1.>C,_B&29'#R1M7REDL11I+01_?R;:9 1 M?/LB]C93+2_2>;'?%>G6.3U,=' (>Z./^ ^2.0I(9:.%EP^&D\#G9[/LFQU
M!T3T1R24HWQ+<[Y]4ZSO+K3#>_2-H^:C7$_!^1<4U M?:T&+EMCL1)'?V.]QMIS53]\KXZ!%D9C*+G=U5C7.D?Y>T>_P_+>V')EMDZ MJ/1MQX]X^G>]7N">-\,\]$S&RPS0RM5 MDD4L3T)%7Y,D;41AJQZC;ED_-DR:??GC_"8.;)].SZA==C]GP63P MEI'/:QE^K)#'/X%
[.?4L=EK7(>_N?$]]%^A376U;1O6=X9;5M6=K1L\!DDLCE7Z&HJB9B.<]'V(F>4= M65_&?29MFQR09+>WR:EA.[9/BY/92[%>C\E\"0_OL&):[S173^*9]I_4>RHY M,^345KRISG]&C'I[3SORC]5#]8U; ;;AJN UK&5\5BZB?O=>!J^*216M;)9M M3/5TUNW-X$\J
M.4>'=1Y6Q[8MNH2..C\W?8['X2%]N[.>N0G:C+/LO>YE=)I>WN8 MIXOEI3O3S=*8[W[L'NG/6.,W0YK)/CV3<$;W9E)H/!1Q+GM3VC,-4D5_M@E]][5M2?OSF_@I$USV+BR9K9.4AX6>G@_^6&&:Q+'!!%)/-*Y&10 MPL=)+
(]R]FLCC8CGOE>G.7>FGO;G;E"C6A<>:MQOA6835 M\>VK$[P27;LRI-DLI98WP_"LC;\+732?*7PM1&Q1HY4C:UOD8;WM>=[-E*5I M&U7FYY>P /QL_KV%VG$W,%L&.K93%7X_9V:=EGB8[LOB9(QR*
MV2&>)Z(YDC%:]CD16]BHBGV)FL[QU?)B+1M;HGQRATD[%A9K&5XZD=L>'57R MK@[,L46>HL_"6.O(_P!C6RT+$[]NRQV.W9J,D7NY=F/45GE?E+'DT]HYTYPQ M%R6+R>&MR4,OCKV+O0^4M/(U9Z5J/S5/EP6(XY6HJM7WI]!IB8F-XZ,TQ,3M M/5]
/@!^[@-8V+;C;N.5$6#&TY[3HT7^/,Z)CF5XD1%57O5K41.Z MJB'R;5KSM,1#U%;6G;L;RS8XJZ17LEK9OE&:-6QN9-%J6/L)*V143NC,UDX' M>#P([WPU7.1WEWF[=V+ER:GRQ_FU8]-YY/R9V5*E6C6KTJ5>"I3J0QUZM6M$
MR"O7@B:C(H888VMCBBC8U$:U](B(ADZ\YZM?3E'1]@ '[7E/ MAK4>5]#8\Q"ZCFZL+HL9L5)C/C"FG=SVP3-=X67Z'M'[]PR*G;NY6.8Y5<=, M>6V.>73T<\F*N2.?7U3CY Z>N2-!EGFDQ$VPX2-7.9G,!#+=A2%.Z^.]2C:Z M]CE:WMXUD9[%%7LDCO>;:9]7^4L5\-
Z>6\/1]H]*]*G94\E1?)45/H4ZN+^ M /9^B\.\A+Y:4[T\W2F*]^D64L0(REBW._#9A:;_&L4G; MY*V)%=,Y$7P^S:YS%Q9,ULG*.56W'AKCYSSLR*.+L !]6[2IY M*I9Q^0]U[M&Y!)6MT[43]ZUFO,Q62PSPR-='+%(QRHK5145!$[D6PV6UFN+I62PO5TK]2R%E(Y87*]]K,-
D[+TCDB\T\,5I[7-[+^^N[HU M-F/4>63\V]IO/'^3"S.ZWG]8NNQVQ8;X2ZWO\ [FR=.>G(K>W[Y%[9C$F MB5'(]/8KFN145%5%0TQ:MHWK.\,TUFL[6C:7XA]>0#]'%XG*9N[%CL-C;V6R M$Z]H:6.]3W;4OFB?(@KQR2N1%5.Z]NR"9B(WGE#[$3,[1U9?<8=
(V>RTM;*\ MCS+@,4G@E3 4YHI&7#[/02?V7M' MX_)5U;#E,58D:C73T+?AU)W]\7I6\;63DY& MZ8>0M*EGMX6I)N> ;WD9>PU=SLG7C[]O#>PC72VT>U/-75_;Q(U/$YS?-$VT MSTMRGE+%?!>O3G#'&6*2&1\4T;XI8W.9)%*QT:*G=#L MXOC#X >
<:;QONV_6F5M5U[(9-BO\$M](EKX]]O\ &6WE+'LJ,"M;W7P*_P!H M[M\EKE\CS:]*=Z7NM+7[L*<0=+F"TF:KL&YRU=FV:!4EJTXV.?K^(F3MX)8 MH[$;))K9#'ESS?[M>5?U;,>"*?>MSM^C+$SM M !]2_0I92G9QV2]5[U"["^O;IVX63UK M,$C?#)%-#(CF2,
[514[+YFF+1;G6=X9IK- M9VM&TOQ3Z\@'Z6+P^6SER/'X7&7\M?F5$BIXVI8NV9%543Y,%:.214[]GGV[M)F(YSRA]B)F=HYRS XNZ1\YE)H,KR5*N"Q;?#*W7Z4\4N:NI[T9=LQ++6Q< M#D[=T:Z2=4[M5(G=G)FR:F(Y4YSZM./3S/_*/10/"X7$Z[BZ>%P="MB\5CX
MDAIT:D:1P0Q]U<[LGFY[Y'N5SWN57O>]NU*SFBW59)8EDFD:6I:[@ M*5*NU\CG.2"I3KQQ1,[^&.)C6M1&HB)2P^"LFY?$GW;>?]C&/IQ^CNYURC(M&MOW.M'>L?9L^)_BEIXW@[H]L48%:KEC1M>;+6'(]CE)]O=51$[9=3XD>W^ M_P!ITASI_[^;49G:0 M M M
!ST_6[L74AZ\.G;-_1_P[(=(^ M#Q=ARO58UJ8?F/F"W21D?N:]LV_..]ED?/G-+UO(69%\4ER3%58KSU M5>Z^.]CAN.15_&\]QDO7I,O$XZ6ZQ#P_P#Z+'>M1SW&>>?XG^?9\Q)V\SDO; MK,O48Z5Z1#SX*]O\"?7M5*EZO)4O5.]RK,WPRUK4$=BO*
MWW^&2&9KXWM[H]E11$]]HY?B^L_$-54\7FL>) MEI1KW\:]_+S7MW[]D[=(RY(\YK:SK;PZFKV%P4;FHQ[<3BZ6/65]E=E_M?G588G3*]M155RJJKYKYG.;6MWIF72*UKW8W8B'[Q\?0 M!SFK:SLT:0[%KV%%SL;6]QC76H970]BN545]HJ+YIYGV+6KW
M9F'R:UMWHB7K>?H[X9L2.EDT+%-<_P U2"QE*T:?]>PU[\4+$_O-0Z=ME]7/ ML<7H^]C>^"(<5(DM3O-?>]KO$$BWZTF6:COD:;RLMUB=E8G;R\O/M[U[_]RY M)\Y?8Q8XZ1#V?4IU*$$=6C5K4]L2=HJ]LL2?X>#P7K1S:D;K1NO85QK1H8AR8 MU@N(UT6HTHKL[!;K#9;CJ46Q/PQCKNHBFEQ0_G+MFLAB:RFC?>FFUG MZ/L@
'^)8HYHYWPS1LEBE:YDD4K&R1R,UR+Y MH]=E+]:9?A?BG./=)D-!UM99%4DM+'LQ4TCO$CE=)+B_@:J]]]>7N M[G2,N=SBQSUB'XC.G?AB-[7MT/&]K51R(^YF)&*']?UTBH]+[6Y'"E]95:O;N]]E M[>7N/$WM;O3,O=:5KW8B'E)Y>@_+RV#PN>K? \[A\7F
MJG=5^"Y;'U,C6[JG95]AL;73_PW%/^R3W&;+'G+G.'%/E#_=+@/AVA+[;#0,'(_NB]KK M;>2B]Z>'LOE')RHO:M=F8=9I2W6(>"NZ=N%W.ZKW7PL;DFM;GXD1$1$1#WVV7U> M.QQ>CR##\|.]6X%I<9H>M1S1+XHK%G&PY*S$[^NBLY)+<\;^WTM:I'
M;RT+$[)V^3%%D&1L3R^A$.G;9?5X['%Z/U<7PCQ+AGI+2T#7'2-[7,7+.N^!S5\T5.W9?=[D[?]RY]ZS+[&+''2(>SH((*L,=>M#%%7KPM1D M4$$;(88F)[F1Q1HUC&I] "(B()QTMUB'C*=.O"Z*B_8)C_+S\[^:5/^-%R:H]'KMLO] M\]CB]'FN!:XXT'5WLFU_3M=Q=F-
WB9S53R3Q]D^@\3> M]N],O5:4KW8AY]>7L ^K>O4<71N9/)W*N.QN.JV+V0R%ZQ M#4HT:-2%]BW=>3-TY8Y SCU=D-JW MG/7_DUA]K)+#CZ3[LLD.*P])97-K4:K:(:=6/LR&)C$1].XB*QM'*&.9FT[S MSE[GZ9.@3K.ZR;+HNF;IPY/Y8H16F4;6TX;!+C-
!QUY\GLVT\MR-LDV%T/#V ME=5'2-:Q%1KED9QG4XXZ; MR[1ILD]=H948CU//F.:L]V>ZWN,\;<2=S8X,1P[M.;K/K)'$K)7V]F[;_+'. MZ57HL:0N:C6M7Q]KE:WS\5'H]?"SYS#]7[SMY(_+NTC]0F>_I2'Q4?A_4^%G
M\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X M6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U M/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A
M_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1 M^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\ M5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2 M'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^ ME(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)G MOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0 MF>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/ MU"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+ MNTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC M\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]> M2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[S MMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/ MO.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_ M0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^ M+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+ M/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZG MPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_ MJ]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_ M#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^* MC\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI# MXJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2 MD/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW M]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3 M/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A_4^%G\7Z'WG;R1^7=I'Z
MA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD M?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW M:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A_4^%G\7Z'WG;R1^
M7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O) M'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV M\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A_4^%G\7Z'W
MG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H M?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_% M^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A_4^%G
M\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X M6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U M/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A
M_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1 M^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\ M5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2 M'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^ ME(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)G MOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0 MF>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/ MU"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[SMY(_+ MNTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/O.WDC M\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_0^\]> M2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^+]#[S MMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+/XOT/ MO.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZGPL_B_ M0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_J]?"S^ M+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_#^I\+ M/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^*C\/ZG MPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI#XJ/P_ MJ]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2D/BH_ M#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW]*0^* MC\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3/?TI# MXJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?
A_4^%G\7Z'WG;R1^7=I'ZA,]_2 MD/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD?]$SW M]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW:1^H3 M/?TI#XJ/P_J]?"S^+]#[SMY(_+NTC]0F>_I2'Q4?A_4^%G\7Z'WG;R1^7=I'Z
MA,]_2D/BH_#^I\+/XOT/O.WDC\N[2/U"9[^E(?%1^']3X6?Q?H?>=O)'Y=VD M?]$SW]*0^*C\/ZGPL_B_0^\]>2/R[M(_4)GOZ4A\5'X?U/A9_%^A]YV\D?EW M:1^H3/?TI#XJ/P_J]?"S^+]'BNP^I\|_UO:_8IUF\/9KM1?)#]D/&NZ:Q[3)) M[;V=27XMS.W>QHO\,?BL)XY&^-
W:%WA3QOBJ^<2^?"V\IA@SS;ZKMZ4GBBG> MR>F8#AGJ"HU'22LK\2\G1T,]+1:]W:9<-RSA>,O:W&0(CGUJDUN17=V1+,O9 M7>XU&.>N\/,Z?)'3:4,>:.G[G/IRVR31>?.(>1^'-N:V22/ CN;)QWDII,_Q5NZ-8V&6';M R,K\'D9YJC5A9?B9
M7RM1CE6K:@D[/3Y>E;QM:'VE[4G>LN@CZ)KT^W3WZ1-N'XBY)KXC@#JR?69% M'QWD5]_Q9(9F/C>G;Z% M11$S'0VWY3T>L,EP7Q#E9%EMZ!K['N=XE6A6DQ+5=\OS5F*EI,7NKU[^7GY= M_^&:\C98]"Q3G,\T2>QE+,:_\ 7T-B_+"]/[[5 M/O;9?5\
[%Z/9&#U;6M9B6#7=?PN"BF9=(K6O=B(?O'Q] #\'.:MK.S1I#L6O M87.QM:K&-RV+I9!8FKW7]Y=:AE="J*Y516JBHOFGF?8M:O=F8?)K6W>B)>MY MNGKAF>1TK]#Q;7.[=TALY6O'Y>7R8J]^*)O_!-0Z=ME]7/L<7H^_C>#.(L3 M(DM30-
>>]'>)%R%5V71'>7FC,M+=8G;PIV[)Y+YIY]O?Y.7)/G+[&+''2(>S MZM2I0KQU*-6O3]PM\,5:K!'7KQ-]_ACAA:R-C>_T(B'.9WYSU=.G1]@ M /RLM@L)GJZ5,[A\5FJ]=U2MEL M?4R-=%=V\2I#7N/<9LL>R^7?2W)V3FR3YR^QAQQY0]GX[%8O#UFT
ML1C:&+IL\V5,=3KT:S%[(G=L%:.*)ODB>Y#Q,S/.>KW$1'*.C[Y\?0 M \.S_'FB[2]TVPZAKN7L/14=[*G942_[)+C45/Q/3W) M^).WJ+WKW9F'F:4MUB'@R].O"ZJJKHF/[JJO:]FFIY_B:W)(U$_D1.R'OML MOJ\=CB]'D6%X?XOU^1DV*T76X9XNWLK,^-
AOV8E3LB.CLY!+4\;^R?A(Y%_Y M^O?S.3);K,O48L<=(A[':UK&M8QJ-:U$:UK41&M:B=D:U$[(B(B>2'A[?T M ^.6**>-\,\4BMU[=#QJN:O=$DN9>5BK_SU'+D7QO3^145#[VV7U?.QQ>CV M!@-)T_5D3['-7P.$?X7-6;&XJE4LO1WX7M;44+;$W=/+Y3E\D1/@_)R^!P>?
K_!,[AL5FJO94^#Y7'U, MA!Y^_M%;BF8G?^\?8F8YQ.TODQ$\IC>'K.UT_<-VY5EET'#L%/-?H;Y)Y>X]QFRQYRY]CBGRA\E'@3A['2^VKZ!@I']VKVO,LY2+Y M/?M^\9*S;@[?*\T\/9?I]R=DYLD^4/9^.Q6+P]9M+$8VABZ;/-E3'
M4Z]&LQ>R)W;!6CBB;Y(GN0\3,SSGJ]Q$1RCH^^?'T ?Q4 M1R*UR(YKD5'-5.Z*B^2HJ+Y*BH!Z[S7$?&6PR/FRVC:W8GD[^TM18R"C;D5R M.:JR6Z#:UE[NSE[*KE5%[*GFB=O<9,D=)EXG'2W6(>-)TZ\+HJ+]@F/\O/SO MYI4_XT7)JBH>NVR^KSV.+T>;8'CG0=8D9-
@-.US%V8U1S+E7$TTOM5.W;M?? M$^YV:J=T^7Y+Y_2IXF]|=Z9>XI2O2(>:'EZ #Z60QN.R MU9]+*4*62IR>GTB)F.<=?R8B>4]'J^_P " M\/9&59K&@8&-ZN5RI0CL8N+N[WHD&,L5(&M\O)$:B)]!TC-DCSEXG#CGRA\- M7I^X;J2I-
%H6(>]$[(E]3(78O>CO."Y=L0.\V_2WW>7N5>_V'W*Z.I#"QRIW7S5/I.WR7)Y*>HM:O=F8>9K6W>B)>O9.GCAB1[GNT/&HYR]U2.YEXF(MO_/,<619&Q/Y1/?;9?5X['%Z/U\3PGQ/A9&RT-!USVK%\3)+U%,L]CD57(
MYCLJZZK'M5?)4[*GT>Y.WRLR^QBQQTB'LV&&&O%'!7BC@AB:C(H86-BB MC8WR:R.-B-8QJ)[D1$1#FZ/D /XJ(Y%:Y$)Q8YZQ#QQ.G7A=%14T3']T5%3O>S3D\OQM=DE:J?R*G93 MUVV7U>>QQ>CS? <=Z'JSVRZ]J&O8FPU45+E3%4VWO+W?[N=$ZXJ-^A/'V1>_
MXU[^)O>W>F7N*4KW8AYF>7H /$_H>E;4KG;'JFOYF5S M?#\)OXJG/<:G;P_O=UT7PN)41.W=KVJAZB]J]V9AYM2MN]$2\"?T[\+OZHUC,DUC&]U\D1$1/H/?;9?5X['%Z/W]2IVEJW((K->5/Q20S,?&]/[Z*-]NCY,1/*>CUAD>" M>(,I*LUK0-?C>J^)?
B^O+B6*OG_SBQ4U*+LO?^M_P#GW;I&7)'29>)Q8Y\H M?3@Z>^&:\C98]"Q3G-]R3V,G:C_[&ALWI8G?\;5/O;9?5\['%'D]DX36=.;)V\^\]5(8O:N5?-5=W55_>F9=(K6O=B(M?N?N'Q] #Q[.:EJVS,1FQ:Y@\ZUK?"Q?]2DLP MR20]BJO96]BH?
8M:O=F8?)K6W>B)>N9>GGAF:1TK]#Q;7/[*]16LK7C3LB)\ MF&#(1Q,3LGT-3NOG[SIVV7U<^QQ>C]'&<'<1XB1LU/0-=?(U5W=]]ODKYIV4^3ER3UF7V,6..D0]GUJU:G!'5IUX*M:%O@AKUH MHX((F]^_ACBB:V.-O=5\D1$.?5TZ/G'K[-\4<:]')) M-
F='UJW8E5RRVVXJM5NRJ_WK)>ILKVY%[^Y5>]HON]ZGN,EZ])EXG'2W6(>* M_N=.%O[!*'^,,W^TSUVV7U>>PQ>CS+!<9<>ZU(R?!Z7K>.LL7Q,N18FH^\Q> MZK\F]-%+;:B*Y?<_R_[IYG)>W69>HI2O2(>4]'K#(<$\ M09.19;:@8"-ZN\2_()
<4Q57O_SBQ&9_CK0]H>Z;8-/UW*V'JKG7+6*INO*]IV7_= M[8FW.RIV[_+\^R?B3MZB]Z]V9>9I2W6(>$+TZ\+]]]NB8_N]]]KV::GG^)K M^VR^KQV.+T>287B'C#7GQRXG1=:@GB5'16IL9!?MQ.1$1'16\ M@VU9C3F21O1S'M M5/>BHJ*!ZRRW"?$^:D=+?
T'7/:O7Q/DHT4Q+WN54Y4\U7NJ_3[MU.D97H /R,QK^!V&!*N>PN)S=9._A MKY;'4\C"WQ=NZMCMPS,;]]D\T3Z#[%IKTF8?)B)Y3$3#UG9Z?>&[4/:&/QN.Q-9 ME+%T*6-IQ^<=3'U8*=9BJB(JL@KQQQ-[HU/<]7N(B.4='W0^@ M !X7GN.=!V>1\V?
T[7,I9D57/N6L336^Y5[]^]]D3+G9RKW7 MY?FOG]"=O47O7NS+S-*6ZQ#PE>G7A=55?L$Q_GY^5_-(G_$B9-$1#WVV7U>. MQQ>CR7"\1\9:](R;$Z-K=>>>+M[.U+C(+MN-6HUJ+';OMLV6.[-3NJ.157NJ^ M:KW\SDR3UF7J,=*]A[1:B-:B-
:U$1K43LB(GDB(B>2(B'A[?T M ^AD<5B\Q6=2R^-H92F_S?4R-.O>K/7LJ=W068Y8G>2K[T/L3,7N M$YLL^S<3@L)@:ZU,%A\5A:J]E6MB7N/47M7NS,/,UK;O1$O7S^G?AB1[MGNT/&HKE5RHRYF(V(J_UL<>19&Q/Y$1$0]]ME]7CL<7H_9Q/"O%&$>V2AH.M
M^T9YLDNT&961B]W*CF291;CFN17KYHJ*B=OH1.WRLR^QBQQTB'LR***" M-D,$4<,;;49'%$QL<<;4]S6,8B-:U/Q(AS='R M !]#(XK%YBLZEE\;0RE-_F^ID:=>]6>O94[N@LQRQ.\E M7WH?8F8YQU?)B)Y3T>L+W G#N0E6:?0,'&\]5]>_N,V2/.7B<..?
*'QU>G_ANG*DT.@X=[T\NUI]^]%^/S@NW+$* M_P#9(G-EGSE\C#BCRA[-Q."PF!KK4P6'Q6%JKV5:V)Q]3'5U5O?PJL-.&&-? M"BKV\O+N>)F9YS.\ND1$FT M^=MY_PVNFG]%BO];7)!MTOYI>]/LZ#9B;0 M M M M ?!:M5J5:QM5K5XW2SV+$\KF10P0Q,
M5SWN5&M:BJJHB <[;T\?IWMAZNMBVKI'Z2]HR&O=*NMY._@M^W[!9!]7(=1^ M4H32T[;(KM&9'1\+0RL=\"J(]4SR>&W:18EKUXMV'#P_>MWOV85]7X1X X^SO)?)NWV70X?6\##&KHZ*(^]F,QD;4M?%X#7L3 M OM;F0O35Z=2)/'+(U/,
[VM%8WMT<*UFT[5ZM^CT:GJQ73;TY4]"PFL8;&:[K6'Q6O:_A*-;&8;!8/'U,3AL1C:< M38*F/QF,H0UZ5"C5A8C(XHF,C8U$1J(B=C.TOU0 M M M !ZGYGX(X8ZB]'R/&O._%VCH\LGYLF33[<\?3T:;#F[%INQ.8]N:U7;-5S2M>QR M7L'L6M[%@[W9S7-
7X+DL/FL/DJO947V<]>>/^*]OEJZ^S+T]W0;] 7Z=MO5K M3UWHUZN]A@K]3>&Q2U.+N4LG/#6K_X?$5?&["9^1[HV1\PXK'0.E<]]>'8* ML3YNS;LFT M^=K'HGA7[6.*T5]9?+3PUFWI#4I^_$N./R$ M-V_7Y@?Z*S3\+/JS?%1Z-AKT7?I*N,O2@]/-
_F[0]8N<=Y[5]VS.B;_QCEL_ M4V/+ZCE:;(,E@[:Y:MCL,F3Q&S:W?KVJ]A*<,:6$L5D\;ZLCUXY,C\Z6N2.I_DNG/G,;I4&-H:[IE#(U\9F-]W78 M>_O6)C>OSH_P"(NK;$:'>XSQ_+'V?? M!](R.?@VB[A/L$Y/W7C27VV=K8K"07OC*?376V^&K%[)EA(U\2L5[N%Z<%IK MZ.]+
<=8MZLSSP]N=!Z5/UAOKCV_JHY?XNZ5^6;W3]P1Q+OVS<\VF*SM6%>/5U/32=2'6KR;O'2)U992CR/N6O<;9/E'CGF.# 8G7MCR. M+U[8-?P>PZ=O-76ZV,U_)SQ0;15L8R_#0JV%95LLNRV99('MY9\5:1Q5Z.F# M+:\|-NNS;G,S4U%?60O2?]OC; M-8W;8\92N?"^2M
W&]0]C1]S5=YFG!CI>)FT;\V7/DO2T16=HV M>*^KD^E1Z\^O+JCYQXYZKN=OMJZ;I_4VZZYA_M8<-Z-\7;,SD32<$W)_&'& M_'FGY6WVQ67L1>QGGEK_ +YXO!XVM]IBT[QLW%#*U M #'_JLZ@=?Z4^FSG'J0VC'3YG"\+<9[9R#/@]MF*E:V&U@,58M8O7*
MER=KX:EK8D]![Z2/0LGQ M+R/-K5.;':SM60QV UW9%QLUN^[%?'>%V2*.[52961Y&M8?"R*M)!$W' MFQQCOM'1LPY)R4WGJLB3JOMZWH%'X1LW)VVQ-D= DVNZ!@8[NQ6<Z8[7[L/%\E:=Z6L/S]ZX#K-._?Q?2[T?9C/8YCU;CMUYU
MWVKK<\K6*U%=/QQH='8^T+LU43LJ MIW7W\-3UG_;Z/'Q.3TC_ &^KV!Q_ZWSU?8VY_E3I8Z;MSQ[7N6U5X_R/)_& M=R:-7-5C(+^Q[7RS!6>UG=%<0MCTA^M%^C^ MZ@\EBM3YMH;KTC[IDY8ZT=SD-:FW<2/MSNCC@K-Y/UF&"UBF^-SEEM9K"8;'
M0L:CGV4[JC>-M/>O..<.M-12W*>4MCW 9_!;5A,5LNKYO$;)KF>Q]7+8/8,! MDJ>8PF9Q=Z%EBEDL5E/S=-:DIX][88VH MKY97-8U%C8 MU]&3Z0K0?29=,%#].T?5;G']F#=MMX^W3CW(YZKLU_3MGUFQ5N5J4^R>M]<=:
[L.>U]_0QNMI^"S64P[K3>>,%"VR[&7IZ3IVQ+Q=(L39E@\2-\3O M#W[=U]YJC2S/FRSJ8B=MFT1T9=2=+K"Z6^$^IO&ZE:T2CS-I=;<:VH7 CLW+E1*$^8@Q^*AR#V+45WM&UXD7Q=O#Y>>>]>"TU]&BEN.L6]63AY>@ !
MZQYLY*@X8X9Y'"?)4',_#/$?,-7$RX"MROQCH7)5?!3W&9"?"P;UJN)VB+$S7XZ]2.]+C M8\JD+IFQ1)*K/$C&HO9,TQM,QZ-,3O$2]G'Q] "4'I!_3.=$'HY'/UKEW= M\AO',OHUA>7_ %P#J$R=^XW@/I%X:TK%M?X*$_+^V[OR M??FB:K$^$7*NF6>(:]9\[4;\1?
F:L;TC2OD;?/V;KU7-E5KE5U6;Q-1 M6]D54\Y;':QU=]/VU\&/N6:]->2.,\XO*FD M5EGD:V7)[#K%G%:[NNOXRJURJY,>FQ6'(WND?GV3G;36CNSNZ5U-9[T;-KGB M?EWB_G;C_7.5.&]]U7DSCK;J+,AKNX:;F*>Y/NQ:KO1['JAG\-KJ6_18L?6UQN-5W(M]S2]Z?9T&S$V@
M M M T]?6@O2I7^)M. MB]';P;L;Z&^UGBW,->[!\6Q6:Z^UIY7DJ*-;669XXY&Z M\D4#V25\L[PZM/CWGM)Z1T9=1DVCLXZSU:0?3]P)RIU0\!\)ZK!CIY&2V;V4REQ6K!B=>P&+KSW\E>F5M>C0K36)7-CCZ_/*]N,QC7K[W6+#I;4LDBSLF2.,<;1U5(.;H M M M
:M/I]O0;8+JXT_9NKWI3 MT^GBNJW4,?;SG(>F8"FD+>I#7-AL8^KU <52X_CWJ#U^FV*NQVU14G28/?\=1C2-*VOI1*]M/VCYV7'V=MO[?)1Q9.TKO_'1U5[.3] M M M M M M M M M M M #__5W^ M .3%Z;3YUSKE_P -
^5_T/A2EB\./9,R^)/NW!O5&_FWN;/TW>2/J'Z;# M+]?$CV_F6K3>'/O_!#:7,[2 M PB])E\V]Z03]"+JN^H??3WC\2OO'[O&3P[>T_LX^ MA32U\?5V>OS]Q7UY:YI6Y9KXNX0ZJ/B?AWD'X58]CB\'M]C(2?:DWJUXG1P1 M?$FU9%^,L3RO9#5Q>;N3O[^R;VXYZ<=-
XZP[X+|%]IZ2Z>Y/4 <|GUI_MK|^WCU.ZOT5Z%FOA7&O2YWS/(GP*Q[2AGN>]HQ;?A-:;V;I*UK[66FW68^)[M5;)6R65RU>1O>-.V[34VKQSUG]F'4WWMP1TC]VJ::&9U+O5R?F9^CC_DA?\ MH:GG GY_%GZ?LHX/"CZ_NMT<79S^_2F^K7]9]_JKY/Y=Z(]P7-W$7-&
[;%R M/%JB;_Q]Q[MO%N=V_*W_L6L7HN3-IU##9K5Z>7N/^*K5*Y/:2I*R&Q UT"V M)]N//3AB+\IABR:>_%,TYQ*K?J^OH0N:^@/=]YZI^JZU@,'S!MF@VN,M'XEU M?8*&U,TC6LUFL'G=HS>[;'A76=O]?(3;I>[/NQ:KO1[/!_5#/X M;74M^BQ8^MKC<:KN1[FE[T^SH-
F)M 'I3J1X*U'J=X!YBZ>=\?:@ MU+F;CK:^/,U>H>#XRQ,&S8BUCHQ>YT<$MI&H]V^-1CF-YG:6"=/DB M=HC>&[?Z&7T;-OT8G2"PWM>UXS=>6-]W;)+'V==IZJTG)U M-,JYZX=Q?#;M14^AG>+E2*S/'5MOYUP=5UJLR5S8++JSN+Y75W3Q(CEC5SE9
MW[=U[=UU?"SZLOQ4>CK>_A3OV3-,;3LTQ.\;O-#X^@ M UM?3J>G,Q?H^,1-TW].<^%V?K%VW!5LCD,C=AKYC7.G_5\W Z3 M';'L>/RK4ZD#'>!C8X88T8UC$W1$5C:.40PS,VGGSF6QKT<^]
MM=:W/&&QNY=1^[ZATCZOE(H+536\SBI^2^8'5IF13LER.D8;,8#7=;;-!(K? M97L\S)5Y6N;/2C5//A?4TCE7G+1337GG;DKY@_5!>D2OC:\6R=5/4?ELNUJ? M"KV#Q?&6O8V9WA:BK7Q5_6-GM5FJ]%7LZY+V143OY=UY?%6\HAU^%KYS+T3S
M;ZGUKTF*OW>G#K)S-7-PQ2.QFM-$R6-MX6+OV\4L> MO7U]_:/Z#U&J_%#S.E_#+56ZXO1S]6?H\-]JZ/U,<;3Z]4S3[7V%\AZ_9^R+ MC'?Z]-?]T3:EM]>&&":U QS7S8Z[%2RU6.2-]BI$V2-7:*9*Y(WJS7QVI.UF M=GH<_35\R^CA;MF,[R+T<;3FHH-
]XNN69[6\9<49(WCOO>++..=I[CIUZ%OFG(V'6_0@R>'R^.LM[>UJWJ-EDC>Z(Y$=V_%Y0SZFVU.'S MESCSZB=)CW?0ZUF5RM;RGQ+#=NWL=C8EE9 M%#+LG'&3R=FT_P +GR?$%9J=NWGFU-=ZQ;T:M-;:TU]702,3: ' M%-Y,_P!\?D#\]MK_ -
/7RM'1)GK+JS>A*^:BZ&O\".+_-,YHFYO$GW4AC^!+T=_HL= M/GU2ZB2[]^?>56O=CV93GEZ $,_3S^E"R'HW.E2C#Q=>HQ]2W/][-:5P\^U M!!=^PS%XJA!+O/*\F/M1RTKTFF0Y:C7H03MDBDRV3JODAGK0V8U[82XKZ?:. FDUEDC_:R8Z]RGN6.V#%Y7,-JN2.9*F ?
2K6 M4=[*S?R9:[MZH=T-W\%:K\<]2'5=JNROBD2CEM MVR/$._X*O.J)[&2UKN"XMXTR%R*-W?Q,9E(%>B^3F]NZ^8U5_.(>ITM/*9W: MIGI/O0W=4/HO\[BLER"N,Y/X,VS)OQ.D\[:31O5M>M99L+[+-9W3!VW6;NA; M?/4A?-!4GGM5+L4C-
DQ6Q]>GJ_:]#EZ5[DKT9W4) MAK&0S&8SW2WR-G,;C>>>,O:3W:D6,G7X"SDO3Z"I,E#>]-CE2QV@:SXXI0OH MSJBNKSUOF7'&2O\ EY&+)..W^/FZI6"SF&V?"8?9==R='-Z_L.*Q^CD545"J&?PVNI;]%BQ M];7&XU7.:[NDN5S$U=E2I'V5 M9;,S&
(BJY$/M8FTQ6.LOEIBL3:>D./#U&<\[_P!4'.O*W4'RCDY)K$@PNN8J.#'T(&M:RO2JQ1,:UK$1*E:Q6(K'2$N MUIM:;3UEOB^J]>C=QW!O3Q:ZZN2\"Q>7NI"24>+&9.C&EW1^"J5]][8,CCGR ML2Q5O\U..GSCF\8; M\&2/2>3J;$Y1 M M M M M M M M M M M !_];?X
Y,7IM/G7.N7_WY7_0^%*6+PX]DS+XD M^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9:M-X<^_| $-I/Q*^\?N\9/#M[3^SCZ%-+>:\A\?[EQ)OVV<;[[AKFL[OHFPY'7-BP]K MY-C'9?$VGUYTBFC58K-
:1T:25[$3G0V(7LEBO[H+XZW+9\PW).G'>*O&2_!2;.2!FLSO'+G(.6V#,VLUO/)/)VY7\SE;KHY9NX'-58;<*NALQ5\ECY6-D8JM>B=T\E M01.\;QT)C:=IZNH!ZN3\S/TN!?PD>CW_(;U_KY";=+W9]V+5=Z/9#_ #:ZE0T6+'UM?5)#UKN@;[/JV/;3RH?SZE4
]D.P8/!?#/;?!/CG+4,7*^#^R^$?!OAMB#V M_L/;L\?A[^'QM[]NZ=P_F&VG6=B=.S7]CP6=?5;&ZTS#9?"Y-U9LJO2)T[:5 MB=86R+&Y&J[]MXO"O;W*!^Z !ZT1\WRT[?5DHW+XX^5DXSI:?V(U9M:R3&]DKW++?;]2V&9_U3TD1CVW\7:2W;L_]8@Y2U53$\3

MU_=:G(WI6.DK1>8NKWJIY:XZVG,4@QFTZOHNPUO9MR.K<7X";X=@MKVG M"V?'6R.1R;)\;0M0RUHZEN7Q35N6+!Q1Q7Z>CKES[3PTZ^K2?YXZK.I7]@S\ M^S=0W.O*?,65FM27(OL]W3.9[%XR21TCO98# VK;L#KE&-97)'6Q]:M7B:Y4 M8QJ>1KK6M>
[$0R6M:W>F9;L?]?G\&_K#_P -VB_ZAS&35=Z/9KTO=GW9N^M& M_-1[;_AOX9_TQDCQI_$^CWJ/#^K13]$9\Y]T%?I3<._ZXXTV9?#M[,>+Q(]W M75)BF\;W'<=3X\U/8][WO8\+I^EZ?AT[3L>1]XC Z]@<15ENY/+Y?)W9 M8:E"T:D+I)99'-
:UK555$1ORC]^3,1&\['.R]*Z]Q_U2D6Y QG-/,G6GU!ZET8:!L4*[%EI M,I2QN3YRS6'MQR7>--$M0XBM;BPGM(_89_-UWM^!1N=5J/\ ASG/J>,W98XV MB(XWO#VN2=YF>!O(&-L :0_K?G4G<98Z3.D/$9&>&G)4VGJ)WW%MD> MV&Z]]BSQQQ99=&R1K7_ G5-
N1WC.Y.\K%:J*UW?7I:];?1DU5NE?]BCZO+TD M8WJS])MQ)%M.*BR_'_&,RW49N="U"V6E?DX_N8FCH6/LMF\56>&7E#8<)// M6D;(VU2KV(U8K%>YO;/;AQSMUGDXX*\62-^D^=Y.7L-O]'1,)Q]-+QEN6!U?%Y;$:]E,]D\9?S%/)Z9LT5>M,UZ1PUVVGO8^>7;K>
MTC/\>Y&EO&_;]GM:R>L[%>PN4NU+V-QNBX&U,^+*:[3LPN2PU&30-56N[=A? M-;)'#;;8IAI2>*N^ZR)R=0#$3KVZH<1T7]'/4/U-Y9]59N*N-LSE=8IW5:E7 M,<@Y7V.M\:Z_8[JBI!L&_P"9QM.141SF1SN;VX*3;TAQ_ MJM;<>4MZKU($RNX\@]W>2 M:7NY?-5*G*
(^27SF?F["G13TSZ_TB](O /3%B(*1RC/P=:5J)X>R)+O;BM-O652E>"L5](/4ET\5J,]'5-5Y"R.:XU29KO#+Q9NS(MQX[;'8559=?CM6S=:E8E9V: MMRK,U6LK!]7*]0WH[*G#FP9-MS?>DC;[?%]] M.69LN0L<:;'\)VWBO*V&,9&V"G6K6,GK]1O97+#KOB<-CPX.X
XIO)G^^/R!^>VU_Z>OE:.B3/675F]"5\U%T-?X$< M7_IG-$W-XD^ZCA*/94PYNH Q8ZY_X$O6)^BQU!_5+MQZIWX]X>;=V?9QOB MHE.R#T,?P)>CO]%CI\^]7427?OS[RJU[L>S*<\O0 YQ?K7'"^7T/TC>K\L.
MQ\C=:YVX&TO)TLNV)S*UK:./+V7T78\1[5>R2WL3@J.$L2=NZ-AOPI[^Z)NT MT[X]O.)8-3&V3?RF'J_U<'TCO&W0AU9;MI'.F?@U#A7JAUS6-.S.[WI)(<)I M/(NH9?(6>.-AVN?QK!1U*2#:,QCKEQ[%90DR$-F:2&I%9>GW/CF]=Z]8?,&2
M*6VMTETNZ=RID:E7(8^U6O4+U:"Y2NTYXK-2Y4LQ-FK6JMF%SX;%:Q"]KV/8 MY6O:J*BJBHI@4'V0 'A28S$XO"TX\?AL;C\30B=(Z*CC*=:A3C=*]9)71UJL< M4+'22.5SE1]=W+W7S/CZ_0 !SY/6_X;73
M3^BQ7^MKD@VZ7N3[L6]]T>QZH9_#:ZEOT6+'UM<;C5=R/GV=!LQ-H M !K<^M/\ ,-SC?T7LVC8^VZ&;GOGOB[C7)01/8V>;7\#!LO+UV1R++%*E M-F7XSH12N8C^ZSL8YOA>JIWT\;Y-_2'#43MCV]99= M=U_%4$C1R*U)[J2YB67PIYM?)%D(FKW]Z,:;]-&V/?
UE@U,[Y-O2&+9W9P M #[5*Y8Q]RI?J/6*U1LP7*TB*J+'8K2LFA>BHJ*BLD8B^2H)C>-GV)VG M>.JZ&*OQY7&8[)PHB19&A3OQ(BHY$CN5X[#$1R=T0N1XZA>R$J*L5&G9N2HGO6.K"^9Z)V1R]U:Q?H41&\[/DS MM&Z%V0O6=_FJK\J615]ZE:(VC:.B5,[SO
M/5],/@ !E!TCYM^,Y:BQOC[1;%@%TM.*/-1/[*]?+CCQCT M14151'+]"]J<-1&^/?TEHTT[9-O6%23 W@ "?76MF7R9;1M>:[M'5 MQV5S,S$[]I'W[->C7<]/P5]BW&RHWZ4\;OY#9I8Y39CU4\XJP;-3(M +2\29I^P\9:+EI7K)/8UK&16I%'L 15Y5S4FP\D[QEWO=
(VULV697<[Q> M)*52W)2Q[%\2(Y/9T:\;>W9.W8]8XX:1'R2\D\5YGYO #T\ 'N#@/ M-28+E_1+3'^!MO-1X65/XLD>>BEPZ,BG-2RXK>]=D>OL:5_#YFK&OB M5/:9.O%O9N*K_$H]]_Y%[8]5'.+-FEGE-6<1\FFV:F0 =?\ ]&+R_=YY]'GT9\]Y
M6RZ[G=FZ=^,8=FO/E]LZ_MFN:U2U7;+[G>%]M=>V3"6I58OB6/Q^%7.5OB69 MDCAO,?-4QSOCB?DSI/#V >,;KF7:[IVUY]CD;)A=LO-IX:S;TA#Y55RJYRJKE55557NJJOF MJ]]^:]JE1*?P !F+T8YJ2KO>RX)7=]^8UGXTV](9M5/W8CUE. VL(M K3TPYJ3,\-
ZTV:19)L/-E,*]ZN\2^SIY">6G'[U5]0X^QQ7Z&I]' M8GYXVRRHX)WQQ\F0!Q=@ M M M "6G5OFGY/ERQCE>JQZ[@J-3\2&_3QMCW]98-1.^3;TAC"=V<^YCK]G%Y"CDZ4GLKF.N5K M]25._>.S4F98@D3LJ+\B6-%]Z>X3&\;3T?8G:=XZKI4+D60HT[\'?V-ZI7N0
M]T5%]E9A9-'W14:J+X'I[T0DS&T[*L3O&[[8?0 #_+9"/$XK)Y69$ M6'&8^YD)45S6(L=*M+8>BN_;M7K4BRV M;EB>W9E7WR3V)7332+_*^1ZK_P 95Z>KZP? #*7I#S4F.Y M67&(Y?8[!KV5I/C[]F^VI>PRT,O;Z7QQT9&I_(]3AJ8WQ[^DM&FG;)MZPJ(8 M&\
$3^3Q4QQPTB/DEWGBO,_-X,>G@]S=/F M:DP7,.CV&O\ "R]E5PLS?%X6RQYNM/BV,?YHCD;8M,>U/Z]C3GFC?'+KAG;) M"P9-4@ 3OZU,U)+LFF:ZCU2&A@[N: M=&GDCI,M?=18]WE\I6-PKD;YKV\2^[NO?9I8^[-OFQ:J?O17Y,)C4R@ M
"U_&.;DV/CO2LU._VEF_K.'EMO7O\NZRE%#==Y^?RK4;U)=XX;S'S5,<\ M5(GY/.CR]@ "5?5AFWY7F#)45=XHM=Q&%Q$*(Y%9*_4TS2.2 M;+]UWT]V=E]R(F_3QMCW]93]1.^3;TAC4=W_2P^3L83+XK,U%[6
ML1DJ.3K*B^%4L4+,5]%4=V7P]I(D\^R]A,;QM/27V)VG>.L+H5K$5NM7M0KX MH,;$5B)WDOBBFC;)&OR58_]YN9#,9]S'\I$23&5]=&D_P!WA7NW+6$]_=.W M\]=]6ECG-F353RB$^S8Q@ "P?3YFY,]P[H]N9ZOFJXR;#R>)>[FI@ M[UK$5TYCDZ@ M
!A5UJ9J2OK&EX!K_ QY:-Y'*2M3Q(KTP=*&LQJN1/"K$=G>ZM5? M-R(O;Y/=-6EC[TS\F753]V(^:=9L8@ !73ILS6>"_)&(S=5GB1$8]CK5"^[P^]R MRMDK)W3W>#S]Z=LF]CI9KTL]:L^3(V "5/5?FI,IS#E*2O5\6O8G M"XF%$=W8WVU)F9F*
(JHCO;Y9R.^GNWLON\J&GC;'OZI^HG?)MZ0QL.S@ M ?I8?)V,)E\5F:B]K6(R5')UE1?"J6*%F*U"J.[+X>TD2>?9>PF-XVGI M+[$[3O'6%T:\|=JO!9A7Q0V(8IXG?UTY54]I3X@^ &6'1[FGT.3;V)5 MZ^PSVM7HO9^)](ZYCK%6_!)V545ZQU8["(B=U[/5?QW9/"O:\
ME=R(J_Q?Y/+1HWOOZ0SZF=J1'K*99N8 !57I/S3\MP_CZLCU>[7 M\UF<+W5>[D8LT68B8J^_M"%EVM3\341/ M:?QXD^D^3&\;3TE]B=IB?1="*6.>*.:)WBBFC9+&[LK?%'(U'L=V/PD2IW\V9/(U8;K%[=NR/QO MMD_OJ=<$;Y8<<\[8I2,**<
**]%F:DLZON>OO>YS,1G,?E(FN\2I M&W.4I:[FL54[(Q9,&KO"B^3E5>R*[NN/51]Z+>L-NEG[LQ\V:AE:@ M !.3K1S;[&XZGKR/[PXK79LHK45/"VSFLC-6D1W9W?QI!AHU\T3LCD[>]>VW M2Q]V9^;%]I^]%?DPQ-+* +=@ !$'>LU)L>Z M;7G9'>)R9GO1.
[OI]R]L$;Y8<<\[8I20*"< *-=%V;?:U M';L]_B3#YZID8FJ]*L<6;I+%X$\^Z,6;#OOL\ADLMF+#$7LG?%5]M.JKT^E'?&\O;_KU?Y#5I8YS M9EU4\HA/8V,0 K_T[9]3.<-Z19G?XY]>/LX5_?Q?(CPF0MXJFSNJ M(BHE"K%[NZ)W[>]%1)V:-LLJ6&=\4/=1R=0 M M__ MU-_@
#DQ>FT^=MR?-O<)_IN\;_4/U)FC3 M>)/M_,,VI\,/?^):F/H"?G>NBG\]]X^I[D4TYO"EFP>+#J61M7S6F[EK.48]U'-:[L%";&Y2A,Z)\4\#I:MAW@FB>R:&1&R1O M:]K7)/B9B=XZJ,Q$QM/1R9?2C^CZWGT;?5OO' >Q+D,OHEMSMRX2WRY&SP[W MQ3F;EIF!OV98(:]=-
DP4U:7%YF)L<369*G*^)GP:6O))2QWC)7B\TW)2<=N' MR;<'JP7I4%YAXY3T>G-VQNGY.XAP5C*=/&;R]QKK6Z<18MGM,EQTV:R]KF= MXLC7VM"-'2/DUQWLV,9#BGN?FU&/:>TCI/5IT^3>.">L=/9MYF5]1[]/M\T) MUK?F1HWUQ<L2*C*].A1KOEE>Y>
MS&,55]P.CDI^E6](5O/I(NKG>>;,WBY;,S.5\C[UE86O^#5ZT<5/'2,==O/S3,EYR6W\O)L<>@U]7?X^ MY(XVT?K+Z]M;N;)C-XIU-KX8Z6/@\E?(9B+:*ZLN8 MO!,?'3=C9(IKRV4LK3KY\V>8G@I^;OAP1,<=_P FZUH?'F@<6:QCM)XQT;3N
M.=,Q$:18G4M#UG"ZAK&+B1C(TCQV!U^CCL52C2.-K>T434[-1/L[236+1M:-X<^7T]7H+\3T"15>J3I M,;G,ATK[/L4& V_2Z1NL[7^G,<,]/\ N?>K M;/XC0\MBK&^6MZX_A MLW&.9-E<1KNPWJ.OY]GBB@62KL6!CK7X'^!B206&/1J(Y$2K6W%6+>L)5J\-
MIKZ2Z>_H+NHG]TMZ+3I/VV[?^';+H>B?:.VY)+'PJ]!EN%KUCC_&2Y2=>\DN M1S>GX;%Y21\BNE>E]KGJKW*JS\U>'),*&&W%CB?-6XY.K12];WZE4RG(G2MT MBX?)N=7U#5]CY]WO'03.DK29;<+]C1>.DN,9(L,63P^*UC8)$C>WVS:V68_R M9*U7[-+7E-
OHQZJW.*_5JNXSI5Y+RG2!MG6E7J.=Q1]?4#]?3K:EC]RRR2;= MLFA;%OUJY)8:](ZN/PE'&8ZO*JL>V[-PSP\?EOLV M8/5&.IANI=1O47TIYK(NAQO,G'&)Y3TRM9F3X,NZ\3Y)^,S>,QL/FY,GG].W M66Y*O;PNKZ_YJBM8CL^IKO6+>C1IK;6FOJW[S$VID>F3ZB?
W+WHS.KWD^K?^ M+]BN\4Y7C'3+$5CX/D(=PYBL5>+L'DL3V7QRY"79ML=E6HB.1K*+WN3P-?VZ M8J\62(^;GEMPXYGSV^:.)>#]/3_IZ>7^2-)XSU]ZP268X,MN^Q MX[7*5N>&)6/=5ISY%)9OE-1L3'*KD1%5*,SM$S/2$V(WF(]79DX\T37.+= T M;C+3]?
Q=J/'6G:SHFJX_]]_W#KFHX6CK^#I_O,4$7^Y<9CXF?)8QOR?)]Y) M+F=YWGJJQ&T;1T:>WK;'6OLVH:KP9T*:1G9\33Y0Q5KF[FVK3F?!9S6G8;89 MCTVSTEO5QJG3YA\Q:U+2J.*O[]S#O=2HRY9U#C37[6/JY2?&03M=5EV+/9
M7*T\5C6RH^)ENZV:5CX894-.2\8Z\7FS8Z=I;A\G44Z3>A;I1Z(=(H:-TT\+ M:;QU7KX^"CEMIJXNM>Y"W!\2,66_NN_7HY]HV:Y8F;[14LV700]_!!%#$UD; M9UKVO.]I4:TK2-JPRASF"PFS8C(Z_LF'Q6PX'+U9:.6PFG MD<;?
AL4KM69OD^.5CF.3WH>7KJT1O6//0L\5=.^G?N\NDK3\=Q[Q[]D>'UWG M[B+7*L./TS5+NU9"'#ZMR1HV)B]G5UG#938K=?$Y+%54;3BMW*DM2&)KK*&S M!EFT\%NODQ9\45CCKT\T$_1#=8F=Z(/2 =/G,%7+2X_2;CBOP7B?)UN MB8IM=;UHWYJ/;?\ #?
PS_IC)'?3^)]'#4>'J7.%XHY7W[A#?<+R?Q?L-[4M\ MUN#.1Z[LV+FDK97\6<]KV5UJSE,5.A?'+3RM2AF)7UIV]CH9T:.ZM]+OF(F M-IZ,$3-9WCJOEZ'?U?\ Y)](OA*W4)SEM>:X7Z5I,G5 M6XMQ;ZOOZ)/BS!08>#I-P&^WD@9%D-FY2V_?=YSN6F8O_-
Y/%D=E9KV+G>U$ M1S<90H0*B=_9]U+XWU7%:K1S>4IUEIU;^2KXJO7CMVJ]15C8]Z*YK/+W'.UK6[T[O<5K7NQ$ M(G^M&_-1[;_AOX9_TQDCMI_$^CEJ/#^K13]$9\Y]T%?I3<._ZXXTV9?#M[,> M+Q(]W6[V39->T[7LYMNVYS$:S]VLXC(Y_8]CS^1]8C!X'!XBI+?
RN8S&5ORP M4L;C,;2@?-//,]D443'.CFY^G:]-WL/7WNV3Z=NG78.[WL'RS3S2OB^/;C!X6XJ@]S62LN MS5D/N7+&.-H[[YAQ3DG>>XZ9O'W'VD<4:1]O&O&N]X/2-!TC!T-;U+4M;H08 MO!X#!XN!M>CCL=1KM9%#!#$S^5SW*KG*YSE5<$S,SO/5OB(B-HZ/,3X^@ M
.9?ZT#N]O:_2R\B8&Q.V:'C/B#A32*$:689UJU+^HIR0^!T44,3Z;G7N0 M9I?9R.D>J2)(CD8[C&T-/&V+ZI^HG?)]%3_4[=!I2Y#KOY1LLB?DJ5+@+0<. M]K^\]%+)S\J[%LK)V.K>45N?$8E8E9-YK#)XV>3"+53TAUTL=9;P)D:P M !ID^MS]7/Q'Q[T\=$FN9'V>0WG,6>?
N3Z\$O@G9JVK+DM2XVQ5IK)U6 M;'9[9K>8NOCDC1$L8*L]KE[*B:M-7G-_HR:FW**?5#_U;OI)=U.^DPXYVW-8 MQUSC_I>Q-_G_&:6:LLE*79+2T^.2O#DTY!R]/+11N17S5L+9\'9 M6]]G;/;AQ]>
<\G+!7BR;^4%N7W[B6]/%$W]\ED@^RBK/9D^5X(:4/B5$C:FO2VZT^K']]+_1+CU9 M7]Z7IQ]([@.*\]EO@/'W5IK-SA[*PV9GQXZ'D.DZ39^)L]^)DL:2Y6SGZ5C7 MJ:JV1&NV-Z>%/%XV=-17BQ[^<.>GMPY-O*73$,"@ .*;R9_OC\@? MGMM?^GKY6CHDSUEU9O0E?
-1=#7^!'%_Z9S1-S>)/NHX?"CV5,.;J ,6.N?^ M!+UB?HL=0?U2[<>]=^/>'FW=GV<;XJ)3L@]#'\"7H[_18Z?/JEU$EWI\^\JM M>['LRG/+T)>>EE]&5Q_P"E Z:9N*,WE*VF_7=/K.XXB&V,>RZ+M%='X7;M]SGNG;D$Z+NM"FR?I
MFZCN,^4\E\!3)6=/QN:7#HQ55JRV<;%%XFN3Q=V MJB9J4O3O1LT5O2_=F)9BGEZ .?)ZWG_# M:Z:?T6*_UMCV/5#/X,74M^BQ8^MKC<:KN1[FE[T^SH-F)M M -2;UO9EQ>C3I@D9- W'MZFY66JSH'.LRW"\5[PM&:*RDJ,B@KP1V& MR,5CED=
(Q4*=6I%)/5BNPND8BJYC9F*](CF]\>J]T>S;I M>[/NV_S*U "2/4ZBISANRJBHCDUM6JJ=NZ?8C@6]T_&GB;J?WT*. M#PH^O[IV?Q9^G[/0AU<0 !;S0$5-$TI%3LJ:EK:*B^2HJ8>EY*2[] M^?>56G7H \3WUCI-&W1C&N>]^I[&QC&(KG/<[#W$:UK4]] MYSE7LB)
[SU3OQ[P\W[D^THA%1* 'O,IH25>;M'2%S6/]KGE57)W1 M8FZMFW3M3R7Y3X$+'^WDKF3E$ 30ZS6.3DW M /5KD8[1,:QKU1?"YS-@V97M1WN5S$D:J]]'B3\:&]3>'/O_+^8=3XD>W^_ MV(IH9@ !7]IT_WEM$_P"E#(?Z;R9.S>+*E@*'NLY.H A
M5FV21YG+QS(J31Y.^R5'+XG)(VW*UZ.7NO=42]^UA[%^CW?_[MZ?Q8]G#4>%*4YO3P !FST4LD79-XD1%]DW"8MCW?Q4DDOS.C1?Y7- MC?V_O*9=5W8]VK2]Z?91 QMH YV'KROQR=0 #UGS/_O3\B?FCF_\ IBE/>+Q*^[QE\.WL MC$4TL 9-I)+'.Y?
JJUKG)'K^<>]6M548U8H&(YZIY-:KWM3NOEW5 M$^E#AJ/#^KOI_$^BIQ@4 !@9UNHO;C)W9?"B[FBKV\D5?L45$5?< MBJC5[?WC7I?[OI_+)]O[?K_# DUL8 J#T?HJ<3V/+W[;F%3^5/@> M)3NGXT[H8=3XGT;]-X?U94&=H M M M)$=2;9F5'EZ /$>0/^I#W;\T=
MD_T-=/5._'O#S?N3[2B(5$H >_.F%KEYPTI4:]HQ-D<]4151K5U+ M.M\3E3W)XG(G?\:H?<5(]\H<;]D[_/3^Z@OE^)-@QZJO]Y$0\Y/#M[2]X_$K[Q^ZU9+5 M 3#ZQ&RMY5H+)XO_3,0Z#Q.[I[),GG6 M+X$]KX6^W8_R\O/NOT^>[3>'[6'4^)]&*1H9@
!83I[;,SAG0DG5R MO7%6'-\3_&OL7Y.\^NB+W=V:E=S>R?Q4\O+MV2=F\65+#X4/@ M G?UK,>FR:.]6N]F[!Y-C'+W*O9?B61] M+[O$ULC>_P#(J&S2]V?=BU7>CV83&IE %6>E%LR<-8=97(YCLMGW M5T3^)#\92MS,8[^*LDJZU^K!8U,@
J3TBMF;Q&U9'>)C]FS3]Z=^_@A1E%CFKY)V[S ML>OT^_\ Y]@U/B?1OTWA_5E <&@]#=3:*O!^[HB*]]M<7LB=_)NW M8%SE_O(U%5?Q(=L'BQ]?V<<_A3]/W2/*"< ,R.BY%^SO:G=E*:D MJ*O;R15S&-5$5?^ MZ=O]WX]?/\2X3&*B_P!Y44HX?"A.S^++TF=7$
7+U9%;K&N-UK6HJN/Q*^\/\&3P[>THI%-+ &17 M2M_OTZ[_-*&P?Z$NG'4>%/T=]/XL?55\G] P>ZV&R+AM >B.]D MW)YYKU3\%)'U<:L2*G]YL8P !2KHP;,G'6 MR/<[_<[MUM-B;XO))F8+!+.[P_1XF/C_I[?R&+5=^/9NTWNH)LS>9-]2=WB>N7B_?]Y?C]3]S>_\ SS7+
M+TV='(7.UEDD>MZ_'*BMECPF*9(UWX39&T*[7H[^5'(O-51D>T85]A$?X4="L5]C47?3>)]&?4^']4N#>P #.KHE9(M[D61$7V+:FL,>O?Y*2 M239UT2*WOYJK8W]E[>79?Q^>75=*_5KTO]WT9_F-L $O.K]'?;9A M\2M5%U/#*Q&M5]M;\+RB*CU5[D>
[QHY>Z(U.RHG;R[KOTWA_5@U/B?1BR=V< M 6/X(8YG$"Z/:YBKK]=Z(YJM56R2S/CSVT,OAV]G3%XE?=9PF*8 M Q9ZOV/?Q-$YK5UX9\BHG=&,6KE(T<[\2+)(U/[ZH:--XGT9]3X?U M2\-S ,\.B-)?;E_N^G\L^3(V M 3UZUVS?'NANQT:)Y MK^#]'T[-+TECU76/39A :F0
53Z36/;P[CU>UR-DSF=?KN_9SM M(Q7,_&WVC')_?13!]/$^BAI_#^K)8X.X M M ?_]7? MX Y,7IM/G7.N7_ WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL M_3=Y(^H?IL,NI\2/;^9:M-X<^_ $-I/J>Y%-.;PI9L'BPZLI.4D>O36>C+PWI*^ MDC+ZMKM"U^HOB-
N5WOIZV.Q\%KOGV+X'%\?<:Y+(V5A;5UOD['T(JDKG2Q0 MUKEEQ]I7;^Z.CE^<;Q:$ MQ%HVGI*?$S6=XZPZRWHIV^O#CSTBW2?Q]U&:1\$QF;OP+K7*VD0SK-8X[Y5PE M:I]E>K2^T?)._&O?:BOXN=Z^.UB;M:5Z,D<^-DW)2<=N&>BECO&2O%#&WT^W
MS0G6M^9&C?7%QR>L/BP\YO"GVB=ZH\E@;UC'[#R5B=6X2Q<]=)4\=#E/;,1K>[59I8D[P17.-Y< MS%XE5&N>]K_RD1>N"-\D.6>=L4_-S8>ASC3CWF+K#Z:.-.6]BUS5.*=MYHT M&AR;GMMS='7->I&W&E1N5?'\A+$#%7
MR13U2+UO$[3U]'F\TM28WCIZN3[A\ODM?RV+SV%NSXW,83(TK:A8]B]O)S4*2:[0O!W(:(V1*[?&UC_#"F3*=T1?+S1"5,;3,*L3O$2Y[OK5W37]J7TA.M\ZX MJE[#7>J/B7 [!>M-@]A#)R/Q:V#CS:ZD*,8D,OLM/J:Q;DD\7M'3WG^-J?)? M)MTUMZ;>DL.IKM?B\IA2?
U0'](6YIW5OTHY2\OBP.P:AS_I=!SFO62OLM!O' MW(TS$54DBBI6-;UGLU/$Q7VW+\EW?Q^-57G%OHZ:6W*:_5NFF1K204=BBUI^51O9'+ M)?>YR>-SBEBKPXXCS3,MN+),^3PRSD_X".+RB=FJ M,?\ P#\/G,;M*?T9?4K)TA]>_2QU 27_
(MP>E\M:_1WBTLCHXV<;;HZ71>2 M5D[=VO\ !HVR7WL1R*U)6M7Z.Z.\E>.DU^3)CMPWBWS=?XF*C3O];TZAOL?X M'Z6NE[&7HTM\FFWHRZJWW8JB5ZL3TV)SEZ3G5^0\KCVV]5Z8^/-RYANNLP.DH2 M[5>KP\=Z)1=(B*D>3JYC+8Z6G>T;R_>Z8_1\]#_$'W
M=XW+ILX2U'A*WM^%HX_>=BK[#M>02W@<#8M9&K!/JV++Y9%B= MV14:LJN]FSPK7O?E:=RM*4YUC9\6Y^DW]'5Q]DUPNW]$Y3U/)YK8N0<'IV4V3CS$X;'17I9KV6N[OAZ#*T4;5D?.K49\I4
M/>/'DK>)VG]\9+XYL;QTTLO:Q]A_M[3N[U1%>OF]]W)4QM,PK5G>(GY(1>M&_-1[;_AOX M9_TQDCMI_$^CCJ/#^KG*<%<6Y+G+F[ASA3#3NK9?F#E3CWBW%66PNL.KY+D# M;L1]=&=M=GRYW16LNUR,3S=V[?2;K3M69](8(C>8CU=E;BKC'2N%>,] XAXX
MPT&O:#QCIVNZ)IV$K^<>-US5\55P^)K.D[(ZQ.VG4:LLKN[YI5<]ZJYRJLN9 MF9WGJJQ$1&T='GQ\?0#76]:-^:CVW_#?PS_IC)'?3^)]'#4>'J6B%Z*3,8C7 MO24=#V?S^4QV#P.#ZE>*\QF\WF+U;&8C#XC&;/1NY+*93)798*>/QV/IP/EG
MGE>R**)CG.GL].9;ZWQ7XGP=Z!)L71G:C\G98R_;8U8ZD-?EAP\'WK=[M]G7-FX_NU[O[L3O0K>AOWGTFW*\FV;TS/Z/TB\:96NG)?(%2NZI>WG,PK6M- MXGXZO6(G5Y-COTYFR9.^ULT6#HR-
DD:MB>G#/ZRY8QQM'>,6*)=/P>@\;Z#@ZFN:AJ&N5&TL1A,12:OLX((^[Y9IYI7OFL6) MGR6;5F22::2261[W8)F9G>>]A1;1T>?'Q] .7+ZR-B+.-],;U5W M)WP/BV#%\ 9>FV)TCI(JT/3AO/@7,LH^*-K)UN825R(Q7M]DYB^+Q*K6T<'A M1]?
W3L_BS]/V7]]3QR=:7B;KCPS:M%ERAR)PIDY[L:1_&5BME]:Y JU*MM43 MVJT:?B[\-5UCV=]+TEN8&5J '(^]+MUD M*ZCN<,7DUR>AKN4W'_$\K)GRTEXOXVC34-4R6.8^.-U:MML6,ESLD2HJLLY2 M7S7WK3Q5X*1'FF9;
<=YGR;H_JK722G"G0=LG4;GL:VMN75IOEG-8ZQ(QT=IG M$W%EG+:9I-2:&15="ZWMDFRY%CT1B6:=Z]_LY],>N34VWOP^4->FKM3B\Y;/ M1G:$^_2G]*+.M7H#ZE^GZK1^';9L7'M[9.-HV0+-9^VAQ_/!O/']6JYCFS5_ MCK9\=N"\6\GC)7CI-?-R1-/VO9N-
MVU;>=6O6L M!N6@[3A-KUS)Q(^&]A=FU;+5PIS$3&T]$R)VG M>.KL9](?41KG5ITP\%=2.JK6;BN8N-=9W.6E5>LD6%SM^A'%M6M.J357)XE[=UEVKPVFL^2I6W%6+>L,C#R] '%-Y,_WQ^0 M/SVVO_3U\K1T29ZRZLWH2OFHNAK_ (XO_3.:)N;Q)]U'#X4>RIAS=0
!BQU MS_P)>L3]%CJ#^]7;CU3OQ[P\V[L^SC?%1*=D'H8_@2]'?Z+'3Y]4NHDN_?GW ME5KW8]F4YY>@]*\]].7!'5#HEKC+]%XFT;E_1K,#3S,%"^V-\4 M>5PEN:-,CK^:@CDP[(G-^\| YB9LUBKH'(55W+?&_MFQHE;&XO,S7L+R)KE.1Z=Y+-V]L M?
[\Y$[KHKGQV\]I^;A;!DKY;Q M\D7ZUK;>/]HAMT[&Q:1NNHYALL%FM+DM;VG6-@Q-GNV2&:)U++87,8RY#Y*B MQ3PRL_BN3RZ]?9RZ>[;]]%?ZS;S?PML.L\-]?^:R_.7"E^YC\-5YPM0+>YEX MOK3/BJ_&FTV]<"W.6]7I*OMK;K39=E8Q9)(]-U6PTES9-/$\Z-XZ/WP M
<^3UO/^&UTT_HL5_K:Y(-NE]D^[%]N]'L>]&?PVNL]%BQ];7&XU74\&,P?*MFW-X_D1P0/E7S8BIWT\[9/>'#41OC]IFWI+#]8VO MOZPQ--#, ?I8;%VLYE\5A:+5?:E6)B8B8Z M2DS&T[3UA^6?7P RMZ/\ OR7)UK,N8JU]+Z5E:ZTO9>W;P>7?NO;7I9ZU8]5'2S XUL@ M
MEQK@I-9X_TW SL6.UC-ZQ?XE]:<4EYO\ >2X]_;^0EWGBO,^6 MZI2O#2*_)YN>7L 1CYEP$FM7_/]>*>+'$_),RQPY)CYO61[

GHL7"Q9)DPDF3@C:CE?)-@YX,W"&C>SEDE=CT:U/I5>WFB M]EZ8IXE0^+NK'/RD&;S M[NW9]HE/^-W^3LTL]:L>]CG%FE.:F0_TUKGN:QC7/>]R-8QI*YSG M.7LUK6IW57*]^2?2!V,.@GA.YTX]$_2EP9E:CJ.?XQX!XMU;:ZKHV0NCW2GJ
M&*DW5SH6*YL3IMKFN/5OB>K?%V5SE[N67>>*\S\U6D<-(K\F6QY>@ M#\+:,0FP:SL6!541,W@LOB%55[(B9*A8I]]K[T1/;GVL[6B?27RT<59KZPAQ M-#+6FFKSQNBG@EDAFB>G9T,5@JV'CLQ/-$[O__+QITUMKS7UAFU;;TB?24TS:P@ "N_3A@7Z_P
M[]$4S',L92M:STWB]IXF9BY/C72H]_R'RT[1,^D/L1O,1'65S*U>&G6KU*[$C@]P15X&(B(C(8(VQQL1$1$ M1&L:B>XE=>:MT?. ^K=]17Z5NC.BK!=]SU)D3R58K,3X9$1?H7P/ M41RYODQO&R&.6QMG"Y7)X>ZWP7,3D+N-ML_K+-"S+5G;_P!BRQ*A6B8F-XZ2
ME3&T[3UA^<'P RTZ.\!)D>27L!)K/)V\8>2-T;(=BR-JJUR=E^ 9.9C]>F[29_F+4VI&YU?#S6L_;>U. MZ0QXNI+)6>[R5$:_)/@C[^7F_P#'V.6>W#CGY\G;!&^2/DKH3E$ M $_.M7 O9D](VAD?>.S1R.!LRHU?WM]*PS(4HW MN]W[\V_85]?\|.-FEGE-6/55YQ;Z,&34R
'J1%D8C)L/KN(H6FIV\[D%&%MU_EY=Y+7C@ !+CJYP$F+Y7?EO [V&S8+%7VR]OD.L4(MEPL*.[(BR10XZ%SD\^R2-_'V3?IK;X]O26#4QMDW]88NG=G /W-9 MPD^R;%@M?]H]9\WE\=BX_9IWU$\38\U5AL0.D5$\ M7LF2X=6HJ^372=O>[SU:6?O37UAEU4?
=BWHG:;&(62X-P,FM\2Z M+BYF+',N$CR<\;DWR^E-.FG:TU]89M37>L6]3>-K" M +!]/F!DUWA_2:)'(Y?CRY9RM?Q-7\%S*=N)G;LG MX/X^Y.S3ODF5+#'#CB/D]S')U /7G+. DV?C3=L)!&Z6S;U[(/IQ, M3Q.FO4HOA]A&%]J(CE59;=9C?)_F>\=N&\3]WC)'%28^2+)32P
!G] MT4X"1E/>-GECG;)KDL&HC;)OZPQ=.[. ?N:SA)]DV+!_51ZSY MO+X[%Q^S3NYJWK<5=9/YK&-KK6I_(C4)2]_V ^AER.^1*OE])]B=IW?)C>-D,.B5,;3M/5],/@ !E]T;8*2] MR!G<\K%6K@=V^2?ER4<$;8X^;(9QN+3MW^0V[;B@DEW6K"SQV*./ASD/;WM3!W*^
M4M*U/I5:-:5O;Z>_XSKAG;)#EFC?',(_E%- %(^C+ 24M(V7896> M!<]GXZD'=O99:F$]=FS-=_&9\+R4[$_$YBF+4SO>*^D-VFKM6;>LLQC,T@ M ">?6I@I(L_IFS-8]PWYDF+NNR$#'?B65N8D5OX_ OXC9I9 MY37YL>]CG%ODPB-3(?[8Q\KV1QL=))(YK(XV-
5[WO>OA:QC6[W.< MYRHB(GF]A]7"TW"+K6HZQKR^'QX/7\1BI5;V[/FH4*]::3NGD]R2QN2HOG]*=T7KAGAR1Z.6:-\D-VFKM2;>LLP3,T@ M 87=:.!DMZI] M&QQL5R87-W<9.K42/]'Z;#+]?$CV_F6K3>'/O_ !#:7,[2 M &K1ZW)\V]PG^F[QO]0_4F M:--
XD^W\PS:GPX]_XE]8^@)^=ZZ*?SWWCZGN133F*6;!XL.K*3E(T0/6B? M17IHVT_=(>#]<;%I^\Y/&8#JAP6'IN97UW?;\D.,U?E]8*['5ZV,WR98L9FI M/#"UN=^"V'+-8RL[V;-/DWCLYZ^3']J,>T]I'3S2(J!AZ3^_Z.#]PHIN^5M?N M9.,5]F:KK2-LRQ:KRW2IP)(YV1T"[?
E6VUDIY3%93CSCS(XS)XZU!=Q^1Q M]WEOC:S2O4;M9\M:W3MUI6R12QN'Q8;,WA3[.6[QG_OC\?_M)[:I_IZ@49Z)T=8=K(D]S6>]:Y^;!U_]*;BC_4[E,T:;Q/HX:GP_JYW$?_$ M_(O.?(F]\3<2:GD]ZY'W?(/Q6IZCAO@ZY7.Y*.I9O+2H-M3UH)+*U:DCFM5Z
M*_P]F]W*B+NF8B-YZ,$1,SM'50C[B7Z5S\AGF_\ Q5AOVR<^UQ^L/?99/23[MB7Z5S\AGF_\ Q5AOVR.UQ^L'99/23[B7Z5S\AGF__%6&_;([7'ZP=ED])/N) M?I7/R&>;_P#%6&_;([7'ZP=ED])/N)?I7/R&>;_\58;]LCMG]/'"NK;/@[S6LO8;8=?XVUGYKW&,<]C;6.R52
M6&1$58CY(->M5=-C>6O1WX3G+&TEFV/I[V=M-;:^WK#C]:[T MXO.):GWJ][_40G3UZ5CI[^'7FT=;YR38^G?955SFK:7DNE$NCT6[E1KG6N6,) MKR=G(J*G?M\KLJ:<]>+'/RYLV"W#DCTGDZ*_I'>I%.D3H5ZI.HF'(,Q>:XYX MBV6;3+LCF-
9'R/LT<6F\8QN61DC%^$\A;%C(NRM=XE?V[*]IEPXZ\5XK\V]) M;AI-ODY171CT_P"2ZL.K7IWZ=];;DOVX^7])T[-VJGB?;QNK9+.59-UV#OW\ M:MU[4H;U^14[N\%=RIW7WT;VX:S;TA-I7BM%?678]QF,H87&X_#XFI!C\7B: M-
3&8VA58D5:E0H5XZM.I7C3RC&K5XFL8U/)&M1"6JN0GZ3GH7I"Z^NJCI_K MT?B[7].Y:S^0T6HC7HV+C7=EAWSC:)'.CB;+):HVS4(I7,3P+,QZ-\D\J>.W M'2+?)+R5X;S7YNFIZ(/J63]S]&]TG\P6KWP_9G\88WC_ 'N:1[%N2;YQ1/9X MVVJ]?B9)(M:?/Y+5W9-
C7>%75[L;T:C7M0P9:\.284,5N+'$_)H<>LM=0WV] M/2GHF2QE"QO&Z.CA:]6,M5=UWF]0F>])(_P" MM1?DL8B;-/7;'[L>HMODF/*&Q9ZI3TV_;_Z-^:NI7*T/89KJ)Y:BUK 67IX MA7'?"M&WB:%NLYR(L'PG?]KV*O,UOD_X!$KE56M1O#4VWO%?2%2'?35VI-O5M@
MF9I2#]+[Z6OC/T6W"U#+2XVCR!U#NUS9 MKJ/YKW#>J,^12Q@N-L=9EP7%^M2K+(VC7U?C?"+6UNM:K1S)"VY)!/E+#6M] MO9F?W>N^M*4C[L,%[VO/WI>[.&/0I>E0Y]P='9..>BWE9,'DX&6L;D;>09=1X M:AR%.2.66"[1;S'LVARVZ-
J*%7PSQM=%,QS%8YR21][S.7'7K,/48LD](E[R M^]R?3,?DOZ2^]AE]/UAX1R;Z_TLO#O&_(/+G(_2C]C MO'G%FD;7R/OFP?;TZ:\O\1:9H^!O[-M&9^*<%S%E,YD_BS!XN>?X/3K6+>F7^#=T^_X$.*/]0\"2K=Z M?=5KW8]D1?6C?FH]M_PW_Z8R1VT_B?
1RU'A_5HG>B3@@L>D[Z"8[$,4\;> M]SA:=K)HV2L/5W?$V:TR->CFI+7LPLDC=[V/:CD[*B*FS+X=O9CQ)7W==H MF*8 UUO6C?FH]M_PW_P"F,D=]/XGT<1X?UX<3\KZCFM#Y&T#.WM:W#4=A]K4RV# MS./D]G8]V(T<^*:)[5;)!/"^2O9@>R:%[XGL>
[[$Q,;QT?)B8G:>KI7>K\>D M5Z<^K3I&TK@+0-0TW@[F+IMTW#ZUNW".M)7QV(RF(K>SK.Y&.4QY+_'%W M '.C];)XBN:9Z0OCCE6*IX,'S/TZZK+\/2-T:6-MX]V?:M7SM)7+)(V9]'6 MI,%(KT\'R;+6]WY/C?NTTT[TV])8=3&V3?UA[1]43YPI:CU9]2O >0NQ4TYJX
M5P&ZX:.:3P_&FQ\+;18AAQ=9GA59;GV-\ G!_%4L/)$>3EFMP8YGSZ.4! D M#IX6V9)8:SI8TL2P0LL3Q0*]$EDAKR3U8YY61]U:QTL:.5.RN:B]TI)K?\X2 M]:*]%GP)PYQ7PCHO!?6[5T[B/CW3^.-9B=QGP''*[#:;@:. HV+21=2+6/O6
MX*"2V'_A23/<]557*]XIT^29WF8WGW_W\VQ[,=8B(B=H]O\ ?[VA]]R>C>_M M)];OZM^!_P#M9,^?#9/6/]OH^_$X_2?T_P!_GWW)Z-[^TGUN_JWX'_[63'PV M3UC_&^A\3C])_3_^T3NM7D'@[EKQY^Y5Z;L'NNK*\FNG'FKHWV/*>TS_ ^X,Y-X[J6)&)))QCRE/-]D6,Q
M<#$\3]FK3/]\?D#\]MK_T]?*T=$F>LN]]Z$"Y5O>B>Z>'Z')]=B*S$SAFO3?)"]&-M8 M_9-AH7]ZN;W1):EVM)%(WWM>Q47S0FYO$GW4S)D\O0 M"9OI#/1.=(I']*RV/Y@T'&:[RXW$R4]*ZA-.QE+&\I.C?@A1F)6_DX&UDWK M5Z;VHR3"Y=UBHL$DGP9:EES+4?
2F6V.>73T<[X]9(Y]5RX>L/I5Y-Z)^I'E M/IEYLTM-9ZMV[U3/K%V3E+IVYLZ1-WS;9IK[MUFL^3;B,S2 !SY/6_X;733^BQ7^MKD@VZ7 MN3[L6]]T>QZH9_#:ZEOT6+'UM<;C5=R/GV=!LQ-H !ZXYAXKU# MG/B;DSA?D"B[):/RQH6V\
<[=2C>D;JSZ:]_P"C[]/Y@Z:N3:SH-OXDW+(:U:M) M$Z&MG<2]19'5]KQS'JYWQ1MVL7)>3]=U\7P:VSQ=G=T2I6T6K%HZ2EVK-;36 M>L,=SZ\@ />?3-T]\A]5_/W$_3GQ5CG9+?.7=RQ>I85]QR25<;%:<^S MFMCROLD62+ ZI@*MK*9"5$7V-
&G+)_%/EK16LVGI#U6LVM%8ZR[$'!?#NF]/ M7#%'7!7'M1U/2.(>/]3XZUB*5D#;4N(U"'4\+5O9%]:&"*SE\DVG\(N3^!'6 M+4LDKN[GJ]JR[3-IFT]95(B*Q%8Z0][GQ] &-G5%Q]+NO'4F3Q\"S M9G3I:J1M3NJK\'C98[(BNW;=;A5 M(]RIUU3#;C&U]B1C6I%6V&G$V&[

M.3<=MWI".DW4N_).&HVM@ZFN+\!58W[/L!B]'M+W,>L4&2QL;NFOX^DKL]3K MQ.?FZR+>8WX?#8^,-6#+M]RW3R9<^'?[]>OG_M_M_O\ T].AOK&66EYI;BAU6N@KKIX1](;T[:MU"<(Y3Q4?T/9XFQP=[V,^'1R5[3&-KY&E-#:A[Q2M[3KTFEN&5&EXO7BAF>
M>'M)3T@?H.C;T:_)NF<1=0L?*^2W;=]$BY'QN/XUT_"[-%0U6SL&;UFAF=Z4/2 M4\F[?Q;TY:KSQ%EM$TF3>]GSW(&A8#7-2QN+7-8O TL?)F,;NVP2KGVQ3+7).U=U;3DZ !^/L6O8+;M?SNJ;1B,=L. ML[/A\GKVQ8#,5(,AB,Y@LU2GQN7Q&4H6625KV.R>/LR0SPR-C-
ZE,IBL5C,KE.F7E+*YG/=/F^3ODO,;AFS,M7>-MDR#E>] MNZ:$R['7D?-X79.G[&ZQ$626*"CBR1DK_EYIN7'..W^/D]T^AF].)R5Z,[/S M<7A=M'%N=NV&/R&Z<5KE)HL>Y+[5<_)8*::K2R,W M:=DU6Q[62?YEPQDC>.\]8LTX^4\ZNB/TI]<_2;UM:A#N73)S?
I/)U3X,RQE, M!C\@N-WK6%GT\AD][FM:U.ZJB :JWIB?6->'. =+VS@'H2WC! M*QPTYV<_#%8K;N1-NQ^%PN/V'=]ZW?8:V.QF,QU;(;%M6V;5L609!5ITZL#+ M>5S>=S>5MM8QC6R3V)Y1BT,C6]I%9Q/'NOUH*'>*6:M/DUO6X'>SM(MB3LN3M+
[QW?)1Q8^SIM/>\U4MSV_7./M/VO?=QRM;!:CI&M9W;]IS=Q5;4P^ MN:UB[69SF5M.:CG)6Q^,I2S/5$54:Q3E$;SM'5TF8B-YZ..;U@]1FQ=7/5'S MQU*[1*BR?,G)FS[G6QUR=;,V UV[?D@U#5&3+),KZFH:G7I8N#Y;NT%1B=U
M[=UJTKPUBL>27:W%:;3YNC3ZM]TD_N8?1F\;;3F\6^AO_5!E;_4'L[K4'L[< M>M])7J8GBJA%,^&&P_%3<<8>AEXHW(K8[.8L*Q5:_P 3L&>W%DV\HY-^"O#C MW\YYKW'%V &,O6=TXX/J[Z4^?NFK8%K15.8>,=FU"W[<:30X/:)Z3KFE[- M[)62(^75]PITS8VY@=I
MU+.Y37=@P]QOLC5,N/>4L3A=D MUS$\D:3]^]XK [ECH,/MN'Q>VX6EGL=C]FP]>[D8L3G:M.^QEJ]D\JUYT=&Y MWB:O;A,;3L[1.\;O/3X^@ !HL>M;>CLSF.WC4_2-<:X&6[J^SXS7N+NH_X! M"LDF"VG"PQX?C#D/)-
C9)+\6;%KT4.NVK+U97]6,9C(O.2ZALTV3EV<]?)CU M-.?:1]4!/1->DYY$]%[U(Q\I8/&V=RXFWNG0U/G7C&*TRK)MNH5KK[5',8&> MP]4Z>\Z99L36<5/+VC>V:Q4D?'#N+1]V^=,W,FI*"6:-6O=/M2U)VM"A6];QO666AY>GI3GG]0X%Z7M%O\E]0O+>B<0:3CX+
M4SLWN^?I8?XPDIPI/+CM?QTLCLML^YK5^UK:T[5 MC>7R;5K&]IVAS7O3C>F%RGI.>7,)I_&M/*ZOTH\+Y7+2<9X?*M?3SO(6S78_MB[(K*$]G',6MA<>_QRXRA-,Y[FSW+,3-^'%V<;SWI3\V7M)VCNPR@ M]6(]'AG>HO]WK]8.
[Z]93@[I3R#LAKV3N5U;C=NZ@Z,4FH8+'OD8UMQW'M# M(IL5Q\+U?2N,Q39&JRVAYU%^&O#'>G]GO3X^*W'/=C]W1L,+'G'GK>>&8VEL9'!W-LW!#+\5T]EV'(+DN4]$DE7O#5R.M[ED9;<%9G:./#Y*CX.W9[(Z M&"_'3;SA/STX+
[^4O,_0(>F(H^C:Y3V;BKG%^5N])O-V5H9+:;F*]6LID^(^ M0ZU>OBJ?)V-PU1LUK,8/(X:"*CL-.M$^]+6]U+-9))*7P.XS8NTC>O>@PY>S MG:>[+I*\7\K\9U+7K M,EG9ZK2UYVK#S:]:1O9RFO2)]:FW^D#ZN^6NI_;*"X&ONF3J8S2-1]NMF/2^
M.=9IQ832];6;QNBFOPXF]VQD9HT9%9REFS.QC&RHQM+'3@K%4W)>;VFTMV;U M53HESW!?2=R)U6;[B+&)V?]PS6";HE+(5I:]V#AGCI9%89%8K1;WL^ M=R-J-/"L=O&4\?:C.=.VKD#>L]CM M6TK1]9HB9G:.
MK1,Q$;ST:D7(OK?/3Q@.4K&N\;])/)_(G$U/,6:$O)V5Y&P.B;+DL;6G9 F= MU[C.?4=B99]WVMDFK09#.8NRL/L_;LKR/DCBU1L;/E6IGM1VS$)/:3$[-KN08Z"U M$R6>N_LV:O-/6EAGDSVK-+<-NK16T7KQ5Z,D3R] M #GR>MY_P -KII_18K_
%MCV/5#/X;74M^BQ8^MKC<:KN1 M[FE[T^SH-F)M #6U]+WZO/Q%UZ7]DZ@.G?)8+@SJOOQ39#/.MU) MH>+.:\FR/LV3>ZN+AGMZIM]M6IX]AH5K+K*]_AM2S(]+$/?%GFGW;MB[)49(U[&[:WK>-ZRQVI:D[6ABT>G@ 9/=+?1AU0]:6\P
M\>],O#&Z+*W<'CEKZI]L-EZ-CO[INN3?2U+3\.]KY39&Y68]W9K/$ M]S6KYM>M(WM.SU6MKSM6-Y;\OHA?5U^*>AW):[U]4-_6^=N]+'NJ975L73I MR6^)>$LI Z"S6OZI#E]M>[N>^X^S%XX\[BM>UR+_Q'V)F)WC]^3$3&T]$]^6NDW,8N>UF^,T=F<2Y7S2:S-
*B M9?'M_"5OX4<]>=D_FUR(J&F)WYQT9IB8Y3U?5 M#X />'&O &_\D25K5>@_ ZY*K72;%F(9(:SX5\U?C*B^SM95[F]_"L:)"KD M[.E9[SE?-2GSLZTPWO\ *OJICOIQ9JW%N%^*]?KK):L)&[+9]TC'9++3Q^+P MOL2-:C8J*OR#P]@
M>N.2N+M5Y1PWQ7L556V:Z2/Q69JHQF3Q,\B)XGUI7-56M]K"]%CD1$[H MCFM)7HL'B7LV1WT;L>:E^72S#DPWI\Z^KT:=7$?9ITKF1M04L?4 MLWKMEZ15JE."6S:L2+[HX*\+'RRO7M[FH]B9B.<]'V(F>4=68_$O2=FMQ2^#-
Y%$\+F,R$D2]F(JR(ORFH[X5V[M[0N[.3-DU$1RQ\Y M]6G'IYGG?E'HH9C<;0P]"GB\73KT,=0KQU:5*K&V*O6KQ-\,<44;>R-:U$_O MJOFOF8YF9G>>K9$1$;1T?=/CZ #_$D<QR*U['M545%3L] 8+\P=)WPN:WL7%S8(9)5?/:T^:2.M7=(Y5<]< M#;E1]S5+#?
Q.]G,QBNC>GFUR=VN3S153LIKB8F-XYPR3$UG:>4OR@^ M #VCQ[P[OG)5B)-?PTT>+61&S[!D6R4\)7:C_![J7'Q]MV6)?PH]9I4^E] M)YGB^6E.L\W2F*]^['+U4OXBX1UCB:DZ2I_S5MEN0I%D]BM1-CF?&[M]WA8C<.3+;)//E7T;L>*N./6W]]TG)U M
|4W/2=;5K>.&W1-;E'IEW;19K%_5[&WZPBOD9;QT"R9:A%[T9E M,7"CIG>S;W[S0(^)6M\3O9]_"FW'GI;E;E9AR8+4YUYU8UJBM56N16N15145 M.RH]>2H]+YH]*=W!_'^XXY)9&11,?++*]L<<<;7/DDD>Y&L8QC45SWOPY*%?E*VG0F8OQ>R1/+VUEJ
M*WNCFQ2)[N&345KRKSL[X]/:W.W*OZJ1:SJ^!T[#5-?UO&P8O%4F]H:\".57 MO=V]I8L3/5\UJU,J=WRR.<]Z^]3#:TVG>W5NK6*QM7H_?/CZ M!Z"YCX"UOE2%).W97, M3V:]L6:V/EU]XY<-^+-XXXN/K[/A+->]DGLZ^9]LDM82[W_6MDF
M1I#XWIY^RD]G,U%^4QIMIDI>/NSS8KX[T[T&KCZTEA[6]O999G,18Z\#/XTDBM8U/-51#Y-HK&]IVAZK6UIVK&\L M^>&^E.I@9JFRK7BT\1]Z_7T9IHB(B(B(B(G9$3R1$3Z$_D,K4_H M ?5O4*.4HW,9DZ=7(XW(U;%#
(8^]7AMT;U&W"^O;IW*EADD%]K:@DQRH]*BJ@&E7Z5GU7B7/978^=O1K18G'V^W8X M4V_,VJ^)Q,4\]M>FOYF>O3@[RK4OQ1I7Q[=>/4>63\V3)I_/'^32]Y9X=Y7X M&WG,<9\T\<[IQ7R!@7HS+:?OFN936,]58]TC8+:8_+5]TUC'74B5]:U$CZUF M/L^)
[V*CEU1,6C>.<,DQ-9VGE+UN?7P 4LZ$?1*=;WI"\YCDX.XGR.+XTEO M,K9KG7D.*Y]7$6"@21&6YH=CLTYK6WWJ7=/:4,#6RE]BO:LD3(U61/%\M*=9 MY^CI3%>_=CEZNB/Z+/T.?3=Z,'3'6]39]L[]%V;#LQO(O/NQXN"GFK]69]6S M?=]&['BKCCEWO574 MY.H ']?
E7A[5N6,8ROF(W4W$[#4C8MZAXU5WL96*K&W] M#I%[N@>Y$[JJLUQ4KD"PUB*[NC'/1/$;J9:9.G7T8;XKTZ]/5Z@ M.CD /OXS%Y+,W8,;B,?=RF0LN\%>CCZLURW,Y?HBKUV22O7^\GD)F(C>>C[M$3,[1U9M<0])ER6>KL'*+6UJL:LGK:C7G;)9LN1WB9\>7*
[G15ZZHB*M>%[I M'^+L]\:MSYP 8?\S]+F.VV:WLVA M.J838IW/L7L/-^\8;,3.7QR30/8UR8O(3*]JJHU8)7KWIRLGSLVI;+IN1=BMHPM_"7F^)6Q7858R=C5*S4[+?'5NU_%Y>TA> M^-5^DV5M6T;UG>&.U;5G:T;2\"M$YK%\7LTE[K2UYVK"D/#'3O@.,/9
M9O*2P[!N:QJGQDL3FX_#I(Q6RPX:"5/:>TBHY M%3_C1?-.RHBI]B9B=XZODQ$QM/1/+EKI.S.&FMYSC5LN;PSG.F?K.: MY568J1?Q6JY+2-[-[3.[O79CU$3RORGU8\FGF.=.<>C#JW3MX^S-3 MOU;%*Y7>L=BI;@EK68)$3NK)H)FLEB>B+[G(BFG??G'1FF)CE/5]8/@
]Y<M9]/^^\D35[,="3 :W(K72[#EX)(8)(>Z>)<73=[.SE9'-[^%6(V#Q)V=*TY9 M,U*-N+M5XNP]8K7:OBL3I&_*YFRUC\GEK$;>R/LS-:G@K MQ]]^R@9VBB\2]D\3G.=AODMDG>S=3'7'&U7L8\/8 'K;DOBS5 MN4\,F+V&NZ.U621^)S-
5&,R6)GD1/$Z"1R*V:M*K&^U@>BQR(B+Y/:Q[?>/) M;'.]7C)CKDC:>]9W)7 6_<;2V+%C'R9W78UD#]Y #[5*C=R5]&CC]=]_=LO2 M*O3I5Y;5]Q([R;'#7@9)+*]R^Y&HJ])F(YST?8B9Y1U9E<2])N7RDU;-\F-? MA\2U631:S#,GQOD$_"1N2GAG MF>>3E'HH3CL=0Q-
&KC,73K8_'T8&5]=*I"R"M6@C3PLBAAC1K&,:GT(ACF9F M=YZMD1$1M'1]P^/H #Q+=-'UOD# M!SZ_L^/9>HRK[2%Z+[.W0M(QS([N/LHBOK6HD>O9R=VN15:Y'-56KZK:U)X] M]7FU*WCAMT35Y/Z9MYT26S?PM>;;]99XY67L9 Y^4I0IW7PY3%1^TG3V347Q
M30))#X4\3O9]_"F['GI?E/*S#DP7ISCG5CV...-KGR22/U>RMA>B]TSY-16O*O.W MZ.^/3VMSMRK^]C^MZU@]0PU/ :[CH,9B]+/!!6@1?-SO.2>:1RNEL69W_*DD M>KGO'PQMUX M]1_;D_-DRZ?^['^7^_F#F6PV6P-Z;&9O&WL3D*Z]I[J61]S4[,?FK4]F/$O"NK M\3T'_
$7*;#:UJ,**],=0\:]_9M]6M\.')EMD MGGT;L>*N..77U>XSFZ@ ?GY;$XW.XVYB,Q1K9+&9"!U>Y2MQM MEKV(7^]KV.^EKD1S7)V<=& M;IRGJ^N'P >^.,^GG?N1I*USX$_7-:E\#W[!F()(FSP.5/E8G'N6*UE'.:J MJQS?!7545%E:O9%Y9,U*"/QN2.)B-CB15*=UP M
'\5$5%14145.RHOFBHOT+_(!A9S)T MIU,]-;V3C5*F*RDOBFN:O(K*N)O2JOB?)BIODQ8JQ(JK^\N1*SE[=EB1%\6K M%]-ONWZ>K+ET\3]ZG7T8#9_6_JN0DQ6QX?(87(1=_%5R%:2N]S47LDL+GHD M=B!_\62-7,L[PR6K:L[6C:7X9]>0 ![$T/BO>.1[;*^L82Q/ M5\?
@L9FTU]3"4NRHCULY*1BQ*]B+W]E'[2=R(OA8O8\7R4I'WIYNE,=[]V.2 ME/#? >N<50IDI7MSFWSP.BM9N6/PPTHY6HDU/#5W=UK0.1.SY7=YI45>ZM8O MLTQ9-S&.\7LVJZ9R?@L;Y*TC[TO=,=[S M]V%)N&>GS7N+F1YB])'G]RDA5DN5?
&J4L6DB=I]^$KR(CH_$U?"^Q(GMI&]T M3V;7.8N'+FMDY1RJW8L-=F0QQ=@ /1W,'!6L\L54M2N3" M[55A[E1V"O V1TD;ZLI96NCH_AU)%6V.?6OHY9,5 MEO5-/D#B+>^-;#V;)AI4Q_M/9U\]01]S!VNZ]H_!>8QOP:21?P8K#89E[M?@=O,W4R4O'W9YL-
\=Z=Z.3UF>W, ?L8/ 9O9'NB.D>D;7)%"SO\]I[E:QB>:JB'R;16-[3M#[$3:=HYRSNX>Z3X\;/5V/D]* MURS$K9JFHP/99I0R)YL?G+3%=#>+3 M[?>R?DSB:UK&M8QJ-:U$:UK41&M:B=D:U$[(B(B>2&5K?T /S MLMB<9GL;=P^8HU\CC,C ^M=I6HTD@L0O]
[7M7S16N1'-<=&;IRGJ^N'P >^.,^GG?N1I*USX$_7-:E M\#W[!F()(FSP.5/E8G'N6*UE'.:]JQS?!7545%E:O9%Y9,U*"SB8C8HT>]C7YC7XW.6+8\/%)9H^R[_(=D(6HZSB9.RHCDF:D7C7PLD?[U MWTRTO\I]&&^&].O.O]]+'1R
'W*&/OY2W!0QE*WD;UE_LZU*A6FN6[$B^:, M@K5V23205$]S6]HF8CG/1]B)F=HZLT.).DS)7Y]N=Y/1V,QK',FAU6"9/C*^ MGD]]96U7>K<;5=Y(Z*-RV7)W15A5//+DU$1RQ]?5]QZ>9YY.GHH'1HT\;3]X M_'U8*5&E!%5]5*L3(:]:O"Q(XH88HT:R..-
C41$1.R(8^O.>K7$1$;1T?:#Z M !B;S/TQ8C>);>RZ8^K@-IF5\]RD]OLL)G)U\WRRMA8Y<=D9E M[]Z9C7,E>O>1OBKRLG?M.F;3I.0=C-JP=_"VT5WL MTMP_[GLM:O99*5R-9*EV'O\ QXGO;W^DVUM6\;UG>&*U;5G:T;2\8/KR /, MM.X_W#?K[:&J8*
[E'^T:R>U'&L>.I=_#W?>R,O@IU6M:[OV>]'.3\%%7LB^; M7K2-[2]UI:\[5A1WA;IOPG&SX=@V"6OL.Y-3O!88QZXK![YJHY,5%,UDD]MR M*]+:E:UZ-\HV1_+5^++GF_*.56W%@BG.W.S)HX.X 'YN7P^+S M^,NX?,T;:^2QF0@?
6N4K3$DAGAD3L]*GDYKFKYMQR(YJH](J?8F8G>.KY M,1,;3T3MY8Z4,_@);>:X[;/L6"5SYG8%5638,:Q5[K%5,V1,U6C7NC?!VLHW MLBLD5%>NS'](GE?E/Z,>33S'.G.&(-FM9ISRU;E>>K9@>L<]:S%)!/#(GO9+ M#*ULD;T^E%1%-/5FZV^E+K6M2*U\F>R]>2+V*
M^??$X]ZPV\B+Y+RR9]4^=G;'AO?GT]IAQWQKJW&6$;AM:I(MQTB1OR64L(R3*9>S&U42>]9:QGB:SQ.]G$U&Q1(Y? U.[E7#>]LD[V;J4KCC M:KS\\/8 &/',W3WKW*+'Y?'R1:_N4<7@CRK(E6GE6QI^]5\U7 MC3Q2*W\%MEB>V8WR5)&M:Q.V+-./E/.KCEPUR.
[C]FTX.U2B M618Z^3C8ZQB+OO5]U,E$BUI'.:G?V:]V5]?A,:OD;J9*7[LL-\=]3M:'@9Z> M !Y!KF][''MV09B]9PN0S5YZM[PT*[Y4A:]51)+,WE!4@[HO>25S&)V\U/EK M5K&]IVAZK6UIVK&\J \,]+%#6)]FS%O;X/$Y%5/:KX'MQY=1-ONTY0V8M/%?O7YRS(,S2 !\ M4\$-
F&:M9ABL5[$4D$\$\;)89X96+'+#-%(CF212,Q"*U')YH]IV5 M/<:XF)C>.C+,3$[3U?G!\ 'MKCKA3?N2YX787$R4*YZ)/L>5;)4Q$3$7Y: MP2N9[7(RM]WLZ[9'(JIXO"WNY.=\M*=9Y^CK3%>_2.7]ICQ/PS]W$^-6/&,^ M,L];B2/*[';B8RY;3NQ[JU6-%>F/QJ2L1S86N.;H
!X9O6@ZSR+@Y] ELWL;5EV MS68_%(S*X]N]]VI GG_S5<3&LMFO[-]*KI8_:P(U/$Y[%7PINQYZWY3RLPY, M%Z]W*B(B(]] MH?66/%?2GM.T35LKO;;&IZ^BLE^+WHUNQY*/R7V;:ST>W#QN3NCGV&^V3Z(E M1?$F?)]*UY4YS^C1CT]K<[\H_51O
:_AM6Q%+!8#'U\7B]SG*Z2:::1RN?(]7/>]5>K;$16-]]'[!\?0 M ,=>9NGC7N3TDS.-DAU_EEDC8C8H/+K]>U8.U1C61S*V2C:MC$WD1?)U M/(PHZM(KF]G>!5;*U%3QL:OD;J9*WC[LL-\=]3M:'@AZ> !Y#K>J;)N&09B MM8PN0S=YRL\4-&N^5L#7N\+9;
<_R:]*OW]\DKV1I]+D/EK5K&]IVAZK6UIVK M&\J"<,=+=#5)ZFS[^ZKF=@KOCLX_"P.6;#XB=OA?'/:>YK4RF0A=^"G;X/$Y M.Z>T7P/;CRZB;?=IR]V8L$5^]?G9F(9FD M ,+^9>E6IL4]O9>.5]XK,3NDL7ME?$Y"9[G2238R7P]S%VY7*O>)W:LY>W98O-7:
<6HF/NWYQZLN73Q;[U.OHP M#V'6=AU3(28K9,-D,+?C5W>OD*TD"R-:[P^UKO&2U;5G:T;2_"/KR /8.B\7;OR-<;6U;"6;5=)$CLY:PUU7"TOZY M;62D;[!'M;Y^R9XYG(GR6.]QXODI2/O2Z4QWOW8Y*4<.=/\ K?%D3FT M^=MR?-O<)_IN\;_4/U)FC3>)/M_,,VI\./?
^):F/H"?G>N MBG\]]X^I[D4TYO"EFP>+#]RDY2 #0O].%]%>O'6Z+Z1KA#7',T;D?+T<+U M,X3$4VMJZKR1D'QTL!R]L-5B-K8CD67P4LM*YC&,SZ0S/?)-E7(S9I\F\=G/ M7R8]1CVGM(Z>;4=XS_WQ^/\ \]M4_P!/4#5/1ECK#M9$6)S^D]]&7T_P#I
M.>$X^+N88;6M[CJK\EE>(.8M>IU+.W\7]D:]>*W-6@M.AAS^I9Y:-9F:PLT ML,.1AKQN9-6N05+E;WCR6QSO'1SR8ZY(VGJYQO79Z%_KRZ!\WF['(7$>:Y$X MEQ\LTV.YVXDQF5W+CFSB4FG;6N])+1I/RW'UQT4*>UKYJO4:V1>T,L[/!*_? M3+2_2>;#?
%>G6.7]P8XGZI>IO@6K/1X,ZC.=^&*5]5\]FGQ/R]R!QU5L3R-5 MLDT]?4-AP\4LLC7*CG.155%\SW-:VZQO6M7NS,/I\H]1?47S[/49S5SMS7 MS58CM,EHLY1Y/WKD>=EU[$K125&[9G,S(VTZ-R1M5GRU1?"GXA%:UZ1$$VM; MK,R]]Z/'T
W7+US[!K^=V71L[TU]/UF6G'(;9NVTY+V2YK=-US456FF9V3,/A8CWMBBKU]\456M M%!5@@ACP7O:]N*W5OI2M*\->C*@\O0!I@>M[]-29/0.E;JZP^,5UK5-DV/@+ M?,C!"Z65^(VNE8WOCI;CF1]M;'XC*Z]L$:2/[Y+'7,G M?BC15\D\1LF=HWGHR1&\
[1U=E_I_X=USIYX+X>X(U!K$UKAWC/2.-<-*RO'5 M=YSG.55E6GBM-I\U6L16(K'2(>W MCX^O%-\TG7.2M&W/CG<:#.-,V]*P)8R M&E;)DM>GNPQ^.1JU;[L?]>%S7/8^*1KFNFWX=N?5?U=9:A^]:]K^L]/>C7GIXXY;VRW:O(7)36-F3]$AI'I2N%,12QF7QG'_%'\ M4-
RU[ACDC(5YGX:Q'E6UWYGCS?VT:]G(6-)V.:E#(RQ!'-;P]Z-MFNR6-UNI MXV-*ZF>$MTXTMI:DK8K8KV.=D=#VE MK'2>"U]&_8E;NI;+!+'&KU;5MR30I\F9D;T)H994\< ML]W(6,]E*N,AW*]*,=W MJ]+>-.?/2V/!<$-VS!WL)DMHV++4WRX[8^3)<=D)*T+*$ M[\?
B:TDRLGM69F24L>;/Q?=KW?W;,.#A^]?O?LT5/W,W4A^3[S=^]C?/V";. M*OK#'PV])=A+IQ]V:73OP+2NUYZERIPOQ=5MU+44E>S5LU]'P44]>Q!*UDL, M\,K%:]CD1S7(]*B*A+MWI]U.O=CV1A]9ET_;=Y]%QM>!TK5MBW#.2P99]:ME\@ZQ89CL35MW'00-
C/"Q%\U0[:>8C)S]'+41,X^7]TC M?12=/W/6O^D]Z&-HU]NQTEBY?R%S"P5 M*=6"-JN?)(]K&M3NJHAKRS'9SSCHR8HGM(Y>;J\$U2 &NMZT;\U'MO^&_AG M_3&2.^G\3Z.&H\/ZM%/T1GSGW05^E-P[_KCC39E\.WLQXO$CW==4F*8!S^_6 M)O0E.Z?\
[LO7CTHZJY."MKRTN4Y[XTP=5?8\-;7F;D#%WS7*D;WO;QIN&8N. M^&58V-CU_(RM]E_N"S"%0VX,N_W+=?)BSX>'[]>[YH<^C$]]1)S)Z,O]]QO+O M'?MDQQDKM/5QQY)QVWCIYN]9TO]3G#?6'P=HG4+P-M,6V<<<@8SX;C;3F M-JY;#Y"N]U;,ZOLV+]K-
)AMHUS)1R5;U5SG)'-&]L?)$Z.1\ZU9K/#;]HUM% MHX]]',E]/MU!_NB/2K=4>8I9'XPUKB[8\7P-JS&S_"(*-;B+$UM8VFM6E1SH MU@L[EWX:\../7]GYK<62?ER;@_]O/1XO3UZ/^;G79,0V MAR#U=[6[?
EGFA;%D(N)M/^':SQ9CK"]E<^M=FES.=K.\79]7.Q>2*B]\NHMQ M7V\H:M/7AIOYRV43@T]%]1_37PEU;<1;3P9U!Z!A>1N-MNK>SR&%R\3 MFV,??CCE90V'7;5BT;6 MZ- OTBWJQ75ATXYG.[WTZ1R-\T_&:.4QZPS M\XGTEEA]_I._2.:917%ZWUV]6]#&I
VM#CI.H+E'(4:4+72O1F-J9/9[E?%] MWS.55KMB5RKYJO9.WCL\<_VQ^3U&3)'G/YO2/*W5/U/<\5(]'./4=SSS-1AD MCEAIG@7Y:]*=Z7VN.]^[#?K]#]ZO_,1^CPLXSG3FW+8' MG/]V2LY,5L%.E.[C;AAM]M-
5NU^+Z>7]5++FG)]V.56W%@BGWIYV;$YP=VN_ZS/U>.Z;O1Q;#Q?K^3=2W[]SV2MPQ MC65IUBOP<>PP+L?+&3:U)X5DQEO7]4&OVT[2=V["U%9V[63Q3X;3XYW9;?-B8WS5_V M-:3CNZ_A=2U_!ZKK6-J877=9P^,U M_8>A'[&CB<+AJ4&.Q6-IQ>:15*-
&M'%&W^*QB(2^]KT?L #F(>LE=);N MF?TF'(>Z87%K2T'JEQ-+GW7IHF*M1-LSD]C$')OY3S5/\ 5%>KB3&;AU&]$6QY-R4-GQE/]%XM MISRR-AASV"7%Z7RE0K))*Z*2YF<):U^W'%&QCDBQ-J1RN3\#G]:\HO\ 1TTM MNVW+
M;@L^;%BKQWB)/UP6M:QK6,:UC&-1K&-&M:UJ=FM:U.R.U$[(B>XF*;_0 M \.Y!'X^TCE?2-UXUY*U7'0H.[X_K>VZELE*^#8//X/*0.KWL=D:-AKXI MH)HG_P CF.1'-5KFH]?8F8G>.KY,1,;3T<_#THWJ'S'4'.P!L>Q|K|=">$S_41P
M/>M7LLG%>,|64YRXNK22.F3"4L,K_AW+>_JJ]J5C&-GSRL[,L4I5C?=FVX[M16W*_*WZ,633VKVSISAK%\+]L/B/:7N>M9)C$U[YRIN^6EAQU;(;/G-AWC:LG/8G=1'HP6\K:RF7NRS69U\$37.5SWKV15 M7S]1$$V-1^*$#S8S-1R^8R-A7V M\OG\
[DK$MN]]R^?9,-K3:>*>K=6L5CAKT>ZSX^N>%%ZUUTU\PZOU MM:KU.W=:RN0X0Y0XITC2L%O%.O8M8+!:QIC_7RVBYNTU'Q8?,6]#HLI39+![M..!8E6!9)*MM%VFM$TF?X?.-)-.+/-0)ESK-&Y**1F)^$?O_(JQ?&4UIVH+&A%+*YMK"^&U,:VTNJTE@M3T_S-]JY8[8S_HIV>*
X^XPWG#;CF;.?RK$;6H/V.'".Q>/BD>CKEZTR)C7(K^M^W3+:*XYW\X<\59MDC;RG=UB":L,2>M?HHX&Z^>!MFZ?^H#66YG6\RU;^N[%MO2O7V CO;Z]>>'#Q1=X^5>=VK2L:O/)(Y/UDTB_SJQNQC@77S8+9KVK8+=CS'>+@X5[HPYQJUWLQ^W.S;WL$:Z
MC$RFQZ%:J0HGM[;FVL(JJU(([GJL:-]U+_*S!?#>GSJE/PWU(=0_3AF+.9X M%YOY,X4S5B$Y]L7%(PU[F8]G>EF.DF.F+>PB=PE.RRB]&K]5MZ]%8"G?&ME"= MI'#-S,6&8Y$2B%N!8H]Z2H.]H=6*RU^#5G/9Y;ULMVFZNNTS*V#U@DRZJ$2[4
3QRI9261>ZN:NHOD*#(;5L?*/.W M*VT2Q8ZM=V#+[9R?R%L4[5FFAHP65]OD>V)KI%3NY43S4[1$5CEM M$/&\VGGSEM)^B:]6:Y=Y9V76.&<;9I9O%=/UV>3'\M9YWY1Z-_' M"X7*#ZWAL3KNO8O'X/ 8#&4,+@+B:D)D%#%XC[K]Q0F+QM"K"%O6I8_"TH&10
MPQM;"&QK6HB(B)B;6%WL,.$=^ZD.@/JTX0XL@CN\B|A*;AA]-QF[QDB;4F(Z[. M0MLNLN[IFPY04=OP.8U;:M9R#[%[L]@(PHA)@@LUC+,E/)8G,8G[0(UJV.R_V.R_LB4Y+&.`6-@
MEN?.>GZSGJ]BAGL;Q]L6C<8:=KEG*XJ]VC+,[CQ2!9\M&M)S.Q]G9ZYES6(FS3Q!R4L)$WJ^QO8^+(:EM:?WHA*?!-Z%5J=5E.MRT'+;](=^N+@'!K$V]()V7!3Z=QS&M%Q=]Z6:R7/O1&'L@XDV]LZ*.(#D^%P,Q[4.FFCL3<H<8]ZQ)$8_)G)#/9%%R0
MBK\39&HY&RQ/1%3N(F8QU)V%+TW%-D.M7ZWN5K(IG0|8XQ40D/Q,/9$*^[-OW[CP]-XJT!3H&'#HWEKUCOJ))[\VIT\A@=MVIUL4N)2%@-@[I\0&5(V^9UK:R%O9]M?B_K^7[-GU]_!P?/@OM!7XD_J#(RU\L8]#;GZ%XJ\NE@O/:[0O?;+UH7\4DUG)
ZOC,QDU72(LYB]"NU+-VV]^QMXNRQC&HUO9J+:NV:.+#;MT5C]2[NSGT_SG7(>YS/8V8H/*Z^!;J1>K:[F>K\VG]&7Y*0N!X4\3\M:+D7@,8]XM-CB1:[L=M@9KQZ;IRTZ=BCOK(FOW\LRRN;!Y:3QVQL*MO3BG7O5BAO/O<Z!K.IRRIC:<><2:EWR
[3U6]]V=GFU*V[T1+TED>DSAZ]* MLE:AG<0U5[^PQVCWBBOX?;6] MPO=G*Y4M9C'L]2*G9&.^!8:FOA:OFG;LO?Z>WD??BU-9X/X]U* M1D^TO$_"XU1S+N3;-F[<K+G1]Q/95RPVMOQZ.ZJO?W*B>1TC4Y/DY_#8_F_2QW29P[1E22S0SN7:B]_89'.6
M(XO[R_%4>.E5/^QCY.HR3Z0^QI<>LO=FLZ-I^FQ+#]^MXC"]]O@EFHTHHH[< M[47NB6;SFNN6414_YR2.[*U[6[T]NM:5KW8B'E9Y>@ !^ M%GM8US::B4=DP>*SE1%5S(Z"7M_&8K7)^,^Q:U9WK.T MODUBW*T1,/1V6Z5.'.F]TE?#93"NW=SG.[)^%WU]?
$Y/D^?#8_F]BZYT^<0ZS)/2TVA=MQ>%R6LY+9S;E MD9^#*E?)36*4C5]T6.%G9?-//MV\6S9+=9Y/=<..O2'N2...&-D43&111,; M'''&UK(XXV-1K1K*(XXV-1K1K*X{,}_R=@=*U'H82[O9^=[G)8=*G8%U]
W7)>O=F7BV.E MN]$/3UH"XDMN>ZN[:<8CD[-91S,$C8_E*[NSXRQV0>]JE\/REYM6XRT#2O"[6-3P^*G:WPI>96^$Y+P^[PKE+KK.1WN654 M[G*U[V[TRZ5QTIW8AYT>7L ?%/!!:AEK688K%>=CHIH)X MV30S1O3L^.6*1',D8Y%[*BH]*@'I;8>G3A[8Y'SV-
/[8VR]559\#8MX5]*OX M2I2HS18U55?I6!5_Y^O?K7-DKYN4X<=O+F\ DZ.^*GR,>V_N<36*]NACR^,6 M.7O[D>LN"DF1&_1X7M4]_$Y/D\?#8_F\EPW2UPYB9&2RX*]FI(_-BYG+WIH_M%W]ZU*2A5F1$\O"]CF_R=^RIYG499\]GJ-/BCRW>\L-@<'KM1N/P&'QF%WHM
M7Q)4Q5&M0K]J[Z7NBN5?>IRF9GG/.76(BL&1&T/UCX^@ M #TISATV]\ U+ZRFF]0?"_&?,VM1=3QG(VFX+:V8]]PQ&2W<' M8RU*BXXY8+DBR]Q@#5RF6#G=FK]H+YI&:@6(1@?0!(^E(?G9QYD&]%G>0LS@]YJHYI%C9-LR?%0ZK9JHL(:(Z40R4V!@
M1]L,L>2XSI4^6STQA5_1/1CXS<Q*5CH(%KF==Q:U@O9"E%5Q.8$A@X.HN*Y2+MW7+;T>M+]M<@L*C:^FYSVCUEE8K[<S_%@+@E<E'@[N.)L<1R:F"@<5F(VM2;)%QYWYYL)QI+=HW96H;ENB-[T.HF%YXL-EBI_3O=BXM/@)S=R/QGT7CAY%+!YHH]2B
L/_2+_MO;PMI_L_^/Q?\|'3XG)G/X;'A2N>Z)C@T_F+8-23G-_M\LC.YFZR[S($Q%.P3X^U[0@)?26]HF7)5M:FV;E7LK'NRRMJ9E_NQ;1:S2]5[1VUC=@^#B5N$WO^2H/?5X+?C*B$)X^3YMZ+<6P7.>F|FF^CR>IV$|E8[HCEY1_#R5$Q2GU'/_*+:RU
!,1EZLWY2_U.1OF>JWM7NS,/-J5MWHB7I/(=)7#]V19*U/XA]]^T./SDT MD;>_N1%RL63F^3']+.ZK8=N-B6OIGW8KF3N$U2'3]HN@QG0AMD-ZY%Z;I[%(FT*+]K%27*S.Z/K3]:NK?.RHUU][D/Q7-WI=-CKF];J20OVXLCGV5_PX*K-Z<Z$,+K4
SF@M9>6[+5D5?/OK3WV3R. =LN2W672N+'7I$;O:1S M= ?DYG X/8]CL]C\/C_U1 MCN&R]Z&/Q=->RM=DO5845/+PL8UO\ )W[JO6-1ECSWW]U_LE6]TU53%%5I7H!:BHOTI B_\ /D)>SB9+>+W&M''7RYO=$$%6&&*M6ABKUX&C9###&Q.S(XHHT:R-
C43LB(B(B')U?* M /R\OA,-GZ;?G<3C';Q(^6/7[M>%ED\W.PN6O5X^_GYL]VI+M*)/W,B:WR]WO[]8SY(]W*=/BGRV>+W=K7N?B][FF<+N%WNBRZ+@]5+?3Z5UZ_SS[H-_]!>5X4IO[S=OZ[WM<T1^R.U"9@EO20&Z#^SHL5!^MG:\Z*]Q8T7%O+@I#X4%^+R^$Y
MJM6K4X[JM.O!4]P.2."M6BC@@AC[F10Q-9'@J9'H/H1$1.77G/5UZ/G M ?'+%%%/#Q*T*^QT[5?7OV"Y3K7-DKYN5L M.W6.;U[+T=\4R21O9?W*!'K*YT467Q@H&RH]HI-H6;|H:(!&YH=7>Q8J*EF2K`?@!&/AU>SJ8?=W..L^K!=0&7Y9*DJ(!9;T'
UBI\!UW"8K!TU[*ZOBJ-:C'(YO? ML^5*\(J/H6E[G&C-IUG#YIR,]FRQA9W5?!7R$:1WJS>ZKY1R-/5;VKW9F' MFU*V[T1+TID.DKA^[(LE:GG\0U>_:"YR:2-O?W(BY6+)S?)^CN]?Y>YUC49 M()3I7%CKTB-WM$YN@_BHBH]*B*BIV M5%\T5%^A?Y
/4^R\%\4;9+)8RVEXIMN5SI\]+F*^$82S)*Y>]I9WXB:DEF1R^ M]94?W.E3G;%CMUB-WJZUT\|46%[Q6]PHIXT=X.N8Q[T*-[+'_+MP MUQW@81%[1#DLY99%]'; MNF*;C)'(BI[E7H M?0R6*QF928FOO?WX:*OF\I8LOXS-9M=+N6X=0VJ+\L
MB9B=XZODQ$QM/1Z.SG3%PYFWOF;K3O4F(HO964Y)&;&B\KW M3PPH6PHX^2>+7I/7W>/]D9SYEZ.77J7Y_V[ZBS-QUA#M+?/LV`T@7/SD7GS&@IVM!]8Y[R8+TT0(H*LQ=\?@T_G5`]HRX}X
)&WQ>Y$?*PY.7LSZ.[E7\?CE.GQS MZP^C3Z/^)ZKFK/8VW(HU556W,Q38UZ+[FN^+\|31V=7X8XOTY\4^"TW$17(5:Z+(7HY,OD(Y&_P#.6&[EI+L]:155?ZDYB)[D M1$\DY6RY+=9Y.E<6.O2(W>SSPZ #X+-6M=KRU+E:"W5G; MX)ZUF&.>0,O,Q?
-62PRM?'(U53W*BH.G..IU>E,_TXK\$^=%3O_!7M3R_O]_?Q.3Y/'PV/YO*<+TN\.8>1DLFO MV\U+'YM=FLM>L1]_+S?5]R4]4]>7N?$YOG[O=V\SGR3Y[/4:?%'EN]Y8G"X? M TV8_!XK'8>C'^!3QE*M-1K-7[-;>'1!K2FE-[W_<-R-PRXDPQ{\}?1&MJJB
E>E'AW(R+)7Q67POB=XG,Q6;N+&JKW5 M>S,I\9HQ]JON;V/1/KY+NXVVK)XTBL9 M?'-8UO?^I(M7'UI/9_WW*[\GH*^*SDJ/M*EU. .OB/Z0J+;K7/F6X-"PPJ+K2V!IY9!G'XD(ZE2@]A!NC,*=0JVMRN:CSPP=TS&1<8T.%MLZP)+PR8V[?9I^.'+=HN1
:U$[(U]V1$3)!\D.J_H !ZVVKB#C3=))9] MBT_$6]DR^*7(UXL,9D]7=NR.FR.EIWU]U;!'C>Y/Y.Z+]Q40-?K=G=#KKKRA8PJ%%+^B6GFR'!V\%(6D/X.-SWQZ^KD1NQXN5\AJ^MX%*N7J1,>M0;3I.E<@=_E3^8S/HTU?-2"_QTD6QOZ^HIV[-3|+I!OL0(+J=
M9<#;N8B-/=W1E&K.W&L1>WT0^7T'6,^6/-RM@QV\MO9X[HZXGD5DB9@KL$Z%ZH!EH_JDLFMOVMDV&OPJ-$-P$*>HW1YSJ9T
5]]B(KD@K1Q1^)>WFO;NOTG*9F9WGGU1^KAA^F M?'T M #K,8+T @^ZF"G6NWSX2NEDCV!GX\5G\Y>R8RW6+$E4?U12K\0&-@N4<^8"#3JNF24HJWUC*:$K+D8G+55C/T>0D&N20XU2\O)A%FE9?TG1N+\[W1\G\KVOMZ
S.L:C+'GNY3I\4^6SQIG1WQ4V5\CK^YR,=V\,#\OC$BC[=N_@6/!1 MSKXNWGXGN]_EV^CU\3D^3S\-C^;S[7^G/A[79&SP:?4R=EJHOML_8M9IB]D\ MD6E>FEQODO=>Z0(O=?Y$[>+9LEO/D]QAQQY/=->O!4ABK58(:U>!B1PUZ\;(
M888V^36111M;'&Q]>Y$1$0Y.O1\P M M '_]+? MX Y,7IM/G7.N7_WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL M_3=Y(^H?IL,NI\2/;^9:M-X<^_| $-I-^3X] M 'YV7P^(V#&7+<GL7CLWA\E ZKD@<3EZ-;8F]QX2-A8/D^5QD
Q5ROH_.@O.Y:'/YSHCZ1,SG;T[;5?-97ILX:R.6KV6V776V(UZ.255=W\7F>N._K/YO/!3TC?V9!Z'QEQMQ7B%U_C#C[1^,."Y[M97830]3P.H8A96M5K9%QNO4,=25[6]]([O@IHA[F\9G]@ML@*G$9F[G\$WWDAHE@A@WZKAL6K
>I#F2"OLFPMA=8FQT.RYFSL/(F\VXFLF>^IK&OIDLQ:[->]O57]B.7R6 MG:8I3?RB$RL3>\1YS+L'Z+I6M<;:3IW'6EXN#!Z=H.JZ]I6IX6]G:MB-:U;$ MU,'@L773WI!C\70BB9_SRQ"7,[SO/53B(B-HZ/*@^@ /57*'!/"'-^/
M9B.:>&^*N7\5%$^"/&:CO^/C@E7Q2PLI;7A\M69%(Y>[FHWL]^\^Q,QT MG9\FL3UB)839WT-OHLMCG98R'0ETYUY(W3N:W!:%2U:!5L/:^3QUM9?B*TK6 MN;\A',5(T\F>%%5%]]KD]9>)Q8Y\H>T=%]&EZ/+C2]%E='Z(.E; YBN]DM7- M1<%<;W,Y3?
&U&M=2S61UVYE*7=&HKO93,1SD[KW7S/DY+SUF7V,=(Z1'Y,U] MM6M2K5Z=.O!4IU((]M2I5BCKUJM;O&V*"O7@B:R*&")B-8QJ(UK41$1$0\/ M;YP T3/6_.H3XSY.Z2NEC&V^T6H:7MW.VVUU8I?''8O;UF/L%T M=+,:?)AM8BEHN<>U%7QK%M2DDCJ73?
MMS:<5['+/[S]7-M:J_NU_MJ=E=YU-MYBGH]::FT3>?-N&F5]>E>7>FWIXY_ILHB..].1%3]%K5[ILS#Y-;VZ MQ$L.7^AK]%C)F&9QW0ETZI=9X?# S1:D6'7PP^P3QZ]'(S 2=V+W7Q5E[O\ MEKW?\H]]KD]9>.RQ^D,K.'.DKI:Z>')+P-TX\&\-VE@^#RY'C/BO2-*RUJ)8
MEABKXE7NIYFUK=Z9EZBM:]V(AD(>7H ?C[!K MNO[9ALAKFU8+#[+KV6@^"Y7!;!C*69PV3K>-DGP?8O(P6:-V#VD;7>"1CF^ M)]+V[H@Z'7]\>T#C#C3B?#/USBWCS1N-=>DLNN/P.@:E@--PS[;V-8^T_%Z[MC\=1=9>QB(KU9XE1$3OY'V9F>KY$1'1YR?"T
8NMY;FOI4Z>. M4\Y>>R6UL>\.Z#L6SR21S).DB;/D<#/GXGN?W\2LLM5[7..[NUSD7U%[UZ3M,/,TI;K$2QN]>AG]%?2RD^8AZ$^GA]NP^S))#;TF"_BVNM/5\J08.]/8PM:-MKG?O,8Z[&PM\HT:B(B>NUR>LO/98_2&97$73;T\<
4WT."N".&:EM=6PV*=;=+*]O>Z57N>]5Z MCX^@ #U;G^#N%=KW/&\C;1P_Q;LG(6&= [#[WG^/]3S&YXIU7V7P5V-VC(XB MQFZ+]R0,]FL4[/!X&]NW9.WW>8C:)Y/FT;[[1N]I'Q] 'X63VC6< M*Y6YC8L%B7-]|.L:K6:;3S'.(YQER4\YB/>85=%]A?;?
VE'%]G:/5:B)_X5XLE__1:R M_);R/QX]S6,WS3'O>Y&M:W:,&YSG.7LUK6I>559F>41'50M_1G]85K-K?9/VE%8C>9G2Y]H MC_OQY13OTCV/5#/X;74M^BQ8^MKC<:K MN1[FE[T^SH-F)M \(Y-_WM^0?S(VO_0-\^QU?)Z.*<54EV>> MF7^#=T^_X$.*/]0\"2K=Z?
=5KW8]GN\^/0 M M M M M M M M M M M M M M M M M M M M M__T]_@ #D MQ>FT^=F$X#ZD.]?H#YDZ<^EJA@K?)G,%2]7NV=AV>M]5#&Z-4V[$;M+N4BY.TR6*1V9@Q@\#W209&3MV\/B;TQ6K6\6MTASRQ:U)K7K**?H#O0 M7]0O0CU+\.
[;;/8IUZK,335C15ZYLU;UX:N.'#:EN*S;E,S4 M #1H]+AZ#OTGO7MU_E:WQ2O&6?MZI]W%\.P5H7,M+ KGO9/D)/)/P$V8LV.E(K/5CRX&1M/Q-7NV M-K7S.3MW:UKD>?Y)_P!]_[Z^_T]_P!#IO\ 86"/^!S_%]P_P#!%AR16N#> M(FLZS/M:,.\]Q5Q5IDS6CAF:4I:,D?\
3_Z'_P!+/MW^L=M;?_@S^Q-_&O69 MF_K&*&*+G++\CY\IM,UI'/TVBLBYW)K)\C;F>GQF/>KNV*P3I,721BKW+HC0_$=D,1FFY%ML=P\L:?.TB)S54C0 MP B8E \RH-A!IMDZYGEN^$%\/?7PW;I[7K^BB6#;*T6)K5#CYT2QI2"<>U8?=EEDR
M1$1M'1_#R/T,;EOY6B89(Z'U;5@Y(*6XQ)M&*161NN-;%6SM:/NB+(V9B1ULC MX&=U\S6R/7WRIJ]\[[_JA'\@X'_*B_B_TCFP_9/^*J&./ZA_IR)BLYXBF+[0Q M5WB.*+Q%<6IX8WGAS5KDO.V^IKSW_P"+_P5_P"AWV#]J[4MJ?ZV9/M=<-6(V6B?.1 C{M}:}P]D[R&\
M[2U;:+YMLQ>DVQVK>W^7?M[GOM^?F?M''VV;]LX;/8=^[WG&T)3>'G=?K|$18Y>?MI+O$WQ]R|0]C8@-+J9Y5:K9R#_X;V;]6F+HN?L%L,-Q%]+5XTI/F9^Y%Y=.Z`VBTMAV1ZQ&/1&@[0T_M%=_)Z5^I6CO?H!5X^QHR(C]+0X%!K?|*
W3[_@0XH_U#P)*MWIU6O=CV>[SX] M M M M M M M M M M M M M M M M M M M M # 4W^ .3%Z3;3YUSKE_P &Y\X_TGP+D1+#*CQ7]@OVJUKN%%F$D8ZXBI7[:)R3JX&MLV$E!7KMT_OL-W%A@EMXQK-VY-J,4MWV6I^4O62S[O2R8VH6@/X?]W
/^$CZW#%LN:NUO^!=I[[VW.)CXK/7?7:L:SSQ8Y[>T1Q8)O_P]P!L M_P!)O]_H_J?/ P_#[[:/I_ _@PWK2=X[>=8&*/2.CI/Q!)]M\G,#]8@F5HSX=VSYT-HAQ]97;7T/F3XRHHX5\WSWSP^[>IK\;Z&^Z[PP0YFQ91X@*AVUZ6VZ%&JT
M,D1SZEIBM>B*]=_9RHGCB2(^_BO,:+1\L\QEQ5F>&T1M/E,5'TO<,/O6NT-CPLOB[W&>&:N]4^$4 M+L:(EJA;:GX%BL]?^O7M5KV\V!.;^J*P#7!'L &RZVN#VQ+P)R/O@X?U)>_(%-Q)/2E(XF%/W\E&YWG1[P,!6_JW=F+-Y*7=N_J[G*^Q^Q+9E\
MVG7;/CGE:..]DI/=R4GSK:/K$Q--;6K:6K4M^Q2L,1@JX]+//::(_@)YJY.VQ^,?#(>9F#F,C8%U)A.^D^MAOU(+97"KC%TIZ:E:E)QX8,ANE+B$/F@)H7FQH.NG^J/BD[V4P>AJN@'-U5*^>K"@FUM2TI*9I3I0]\=*K4ZNA>*I9X[4Q)6P>>*O
MVG7;/CGE:..]DI/=R4GSK:$Q=O+%J)X!!WK>YF/T@!GXK?+^FQ=?M^JO@ MM M M'?_1_! #>,_X5.+OU3DB=:>&=1>X]@*0+W1]I0$T/HYG78.CM'J^P4QX(?$'E:72BY9B(L5T9S%VM+_1DSU?62(!@$WT3U/9K.E%&)X=W?6N:+^XT$]=1)O<9>!DR
M'@7+%*,=WD$#4^>_W{G/UBV_>}^_%*DBA>%M2JA?:7_G/Y8[G3=95O0:(B;K?.?7W=0+%@I7H3T|!|*][G3G@JE2H!U*9F(FMU/OJ:T\>G2C,>N^>I!NG!?YAM//:0]H*R;XQN(>BV+;QJ:4>L[/|UG^5X#-K.:E(DJ
[7KY*B_2?'UIO>N(_[V M70I^??.7^]\ +&1KTO6WT9-5TTK5#5-:^=FG'_ ,, -^L58YZCQ@@H>Q/HZ:?PO-](V9E:
M8)\ORO;W_"3NB)GH^\ JOWL;2M@D81 HMD@N 7,KN!+%N$MI/N>^WQEJ|6=]P8=W5N@\M@4WOT%
BK@U>+G. +!]H:O#7GM'+AQQM'IL;1O.V_P"%O&L-L<'^H?VE2O2; MXK=-N=\1*\\R_HK;Y]T$;US_U&^AS#+B_#_P?P"&+UT5OMMPXUO?A:9@DI%HV=>
(]&M155$$SMSGH^,]>4=79OU\HLDZ;4]L@]R[K"1O8Z0W ^3XSLYW7^H^;;VSBFH9^FZZH7[\%C>RSHZT]P@_? M1 @!?-<X<]F8|&W?T+J%[(95I5(TKG@KD.]>U3KFCS1^H82M4W7D8-&O$/4A*J8%Y:
EXVR5R7$P;%P?U#ME4@Q.[ZOL.K5K--]ACX9'0/KO5L5A\C=2D9:;?DP8[SBO MO/M+H[=(/I:^@#K>H8EO"41;I-VRD*<?)S)XDT[N)**G5CF4<-N&-V%4NM"X5+7VW)M8W%U])\D&U-+NIVEBH#S:^P0M>5F;IE9Y=2K@(+EH2PWD5>[2B)^QU%5Z9RV0^WO
M_-NO8N6;!YZRL<4<%;[9.D8UW9K?$SR.K;M/SR.K[FIQ>Q6>/I%=R\ M5LUVLOUMK]^N=UB^KB]JMQT4MJ%LCRKAE(@R2,.EZY5K^Z7 M.0L.C8XPG,ZV6BH^MOI"WJ//!O.-1ZU2,Q1ZOK>/[+5
<=YAT6[\ZPX[D#FFQ0M(V?"<.X',ROUK5IU@E98@L\A[IATFD3NB+C< M-+#(QT5Y%?33J]];SQSTAEU-]HX(ZRPZ]$5Z/:7T=#L[MNE#_=+N#1IJWY\@T.A5;2Q1"#C7OCNWOO8K3A]W$$ZD_<N$@L/(V;Q"MW1@Z%_K+A%$P4+*Y[U1QD(D@VQC94P]S>]E@.
1KP2SVTEG&.K:]M/V&6LK!9@=/$_9[E M#-YK,LL1M.Q*%OKU[^%7K1Q1&/%O*O$=EGM,8[=6V4E8[D+D]%L.Q]W9.M9C)_I^[_^R2D(>SS^%1-1:R&K5PUW]%#<3IW"#<+@L@N.CJXX3
M3:?/DZ/9/4#E2^EK^>NZGOTHMM;_/= *+.+PHJW#+^]SL%DN+@|PWIR<+G@KPW%H>+IDSLF.4SFHL+EN+S)%9<%5V7S+0K?&K]2L:V=)%6$@OR]M]T:GPA9GRG(X)2Z1\YHE9E1ALV/NS%2HBN11HVS
MXDXZP%B=B1UKUSA_7=XSN)_]:N3C?IO#^K]?$^C>O\ 1F_-O>C[0BZ M4?]]T(QY/$M[S\@)[\FNWB(*GR+H(0=&PVUWH1;MNK]K@JDF+.KY-O-U^EL+^R,6[(+AD(^]>&N@=<L8)N%XPGWT(1LTLCSU:QG8PK7O:*YKDP1S6
>WKTLAJD/,7309NVOP;T$,%KE+C7 *PK&YR_":4+4MFIQM.?H\' MC^'B?" P "V OY=6K6*257I9?23H<5>BXX&K0L5*MK^>%H+LOA]/#%9WVN ?DYU9GXS5H(*P/_CCHRUNK5-)<EU!K\\NAC+#9P[4\R;GE.O!D$AOJ
L?"Z52Y2L9"GHV)G]E2:M=EAV1V7*QTDQVU>Z;*EZ#K&:/$+ 2T1%7B&WU.T[X9UW0%S6)S%%2H>=R#V-&S&KG#6F%/QH6
|&SNH;9C8+%L1M&MY%CZ]NO[21BN:DD3Y8) (I7X;5FEN&>K=6T M7KQ5Z,A;5]K1]V;MVS!3I4X)K5NW:FCKU:M6O&Z6Q9LV)7,B@@@B8KGO#L%EKN]6N:M$L6J/*?-F0BG2 MA/D=+V&]UF8T/2)K'ABQ3|6Z#,9&+PV);$3)DI[
MN!O5R/2N=6^&CY:W##Z5P_|9C#'G*^7ZI.1-EQF]['#:KQR0Y'*#6=5Y+W M0%V;$?9SE]J**AZ*?V+HYZFJX<-$'(TLDI*V*]*E(('E:X*(,<UJ>BN$]M@7,JF7JBY!)[I[.3YKTW2=*6Z3#D5E%E,^67A+4
3Y"P52>6PW#9')6L#>K9;&,EDAK6H&SPK'!;B MK5_6/%V=IV[LOF3+VE8W[-O'U7?#U[SS4=8.N/P=HU1A0>?F[?.S8!:E((M*QT_PRG?-<WJ-W@!-;=LFYGMUG()<
M+FMMSV5V/++3K:KQJM>HN1S%Y<^#0+*[P1^/P,]2D3DB(N]YN^W=$!_J([U#@1&?G|X6^N@Y$E=4(VY{PR:Z4%JP!!+G0Q.WL(NW
PF!)?7>"3P>)GB7L]=U[[-1$1CY M1'5CT]IG>SF>C?Z?X@/K@_[Y<+S1C^'_EN^\;J0'E8-9K9T#H&%6&V^(1&P'R\$
M?\F3-GF)X*?FESP/ZO#Z5WKLP^,Z@>>6]CUCCCAO(5*GL%%(]NJKDG>@ M7/>&\EV]ZLN'/9'-A[G@3[[PKZ?_UWN?%&NT(LG,G|82IH2LV7NA>ALQ>\#
MC$\3Z%Z3?6LILIL N6>3=GQ.CU-&P.>/^"R.?QM['29;XBI:XN&K3-L,.?"M9L'N"M\;%9W1:1%%;Q:%'X3HY3M9NOB9B_[I9E[B9!@9)0*L+NP1J
2(14=2W43TXYSCSBG$ZQ MRY4V#;MCY%X&=OYB#*[7QYL&Q7PS4L9R#E^FER69R4<I/BUR<<17R.:U'.#.BA6;8Z.DL8Q\/0FM@!%%[$14+
9^_W\6]IDV^66G#'+_MU._T8_MC'YGQI]'"-/K"^.?B^+-)JR/|WX6.~K>R-5$RLTV4:JHB)VE0ZW/Y8]CD+Y=8_^>>R%X+,_MH4=I*M$-

M_X;733^BQ7^MKD@VZ7N3[L6][T>SUYZJGQ#Q/S'UB]1&#Y=XOX[Y4PF+Z.) M\MC,/R/I6M[QB\=E$Y2X^HD].V;&92I4R"5+,D7MHV-D]G(YOB\+E1?NIF M8K&W]^::(FT[^C>W_<,=$OY'?2Q_F^<2_P T3'QW]9_-LX:^D'[ACHE_([Z6 M/\WSB7^:(X[^L_F<-?
2#]PQT2_D=]+'^;YQ+_-$<=_6?S.&OI!^X8Z)?R.^E MC_-\XE_FB.._K/YG#7T@_<,=$OY'?2Q_F^<2_P T1QW]9_X:^D'[ACHE_([MZ6/\WSB7^:(X[^L_F<-?2#]PQT2_D=]+'^;YQ+_-$<=_6?S.&OI!^X8Z)?R. M^EC_#?.)?YHCCOZS^9PU](/W#'1+^1WTL?
YOG$O\T1QW]9_X:^D'[ACHE_M([Z6/\WSB7^:(X[^L_F<-?2#]PQT2_D=]+'^;YQ+_-$<=_6?S.&OI!^X8Z)? MR.^EC_-\XE_FB.._K/YG#7T@_<,=$OY'?2Q_F^<2_P T1QW]9_X:^D/,]$Z M7NF?B[/P[5QET[<%\=;17BF@K[)HG$F@:CGX(+#%CGAAS&OZ_C\A%%/&Y6O:
MV1$R]T/DVM/*9G9]BM8Z1#WH?'T M M M M M M M M M M M M M M M M M M M M M M_/_]'?X Y,7I MM/G7.N7_WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9: MM-X<^_| $-I,1K3[ZIO57/2"\-29++| YCC?JLU&LVQ M/5K:WF:O&7)GP6"1[GR7-,W_
"%769)?@?9[(<-,BP,OC=P1U4Z]LNTZ7D,7&ZN] MU;"8G??9YC$ZY;3P/99UC)8YDK9?:13]I5<_U./%EC?E[P\QDRXYVG?VEND> MB1]/;P5Z2>_4X9W77&\$]5D.+O9*/CV;).R^D\E4R;E\6?=TG.O/I$TWKJZ2^:.F#=%K4X>2-5GAU?8K%9+#]- MY!P\L>:T+
<8&M8ZQX.JW=?1.^E#7C[G/V^EZ9L.X9CI=ZG,+DI718_69F[-\48K=K+I8UB2#CW>: M4%U]UL;GOP4EYL*]K/==^6L9<>|=>L,&*TX\FT].DNF=RKR=I7"O&>_\O.U[6,7:R^4L-:YS/;SI4J.2*)]^..56L:BNRS3A=I'&&&BH4ED1D-[+K"UR^TM=UHSMAQ>T?
JG1OFR^_HZ,'7QI&]\9^ MBHZU>.=%PM+6]*T+T??4AINHZ]CH_8T,'K6L].FYX,!XFG%Y^"MC\;3BB8GF MOA8G?S,%)WR1,]>*/W;[Q$8YB.G#/[-'KU4GYT'-?HN\L?ZU<8FS4^']6/3> M)]'2,,#>GOZ5'JUCZ(^@CJ-Z@:N0AQ^X8+1K6L<8J]\C9IN4M\ECU#1)*T4+
M7S6'8C.9>/(S,;X>U6E*YSF-:Y[?>.O'>*^3QDMP4FWFTFO58>DZ3G/KWV;J M0V:A-D-4Z4M&N[%3NVHY+5>QR[RE%E-/TZ&TZ5?932UM838\DQ[E?)#=I5Y$ M:CO#(S7]+<-.'SEDTU=[\7E#HVF%N6]!^$ZSA.H.'7> MIK1//FZ$O0OU,XGK(Z0.GG]9Q'P:-
>7.,\%G\]3I]O@F(W>FR7 \A8"N] M22JL.N[WB,E1.]N\2I7\^R]T3#>O#::^C=2W'6+>L,KSR].4'Z9G-2ZWZ8+K M%V*"&.S-@>H&KFH:\KG,BL2XO%ZQ>CAD>6NV1$62&5G=COL:6OG,ODZ MJWE$,'N$>@'TJOIU>?Z74!S,[=*6C;=\!;F.IGEO
S:QQM@=$JSRRP8;AG5(MJV%K;70IML3I0QNN5VXWX,(]]VU6=+-97W-\>&O#"7T>*TR9K<4]/5T7NDGI M;X]Z+NGCC'I]X9QLM#1>,< S%5K=Y8),WLN9M32Y'9-QV2S7AKP6]CVS/6[%
M^X^...%LLZLACBA9'&S#:TWMQ3U;JUBE8K'2&1QY>@#FY^M;?.@X7]%WB?\ MUJY.-^F\/ZL&I\3Z-Z_T9OS;WH^_T(NE'ZA]",>3Q+>_NV8_#K[1^S-T\/8 M :$GK@G\(?HW_P,JZQ[-E'T#M"CE?0\=&N+RE*IDL9D MN.=[H9"7ZT-RC?
HW.5N1:]NE=J6&25[52U7D=')'(US'LF+.V4M2TLCQS?S]N[CM0R\S_M &?QM#K]BG>U?,QN=_N^O7>][6Q6FM792T9\">!+ ME.5&]T1%7!:LUM-9ZPWUM%]Q:.DN>;ZQQUS93K9Z^8NGKBRU=V?C'I@R-SAW M3L3@?;9%FZ8QM.D^?
XRN_9#4]ZY3;&UZR)B720^5I47;@IP4XI MZRQ9[\=^&.D-X[T3G0SB_1[]#W$7 3]M).0YL)7*N3+?CO,^37CIP4BOFYV_*7S^G(W_F7 M_;O^AS\@;8\'_MC^&&?'_P"VOY=6DG*3EL>G)Y\WGK;]+9S#H^'N297'\;UL22;#RQ;RUR2=&>;+#&>)[(HU6CAK%,43 M]4[
;;Y9CZ.CIT/=(7&G0MTQ<6=-?%V/K0XG1=C@9%?WK?;M:"7<]\ MS_\WU,+6BYJZ2<'D>5]0V:O21^2N\>8U\%GE;3,G;B19WX"35H9LQ&C MD>D%_%Q*BQQRV".[X+S6_#Y2X9Z1:F_G"(OJC'59G<+S-U"]&.:RLLFF[SHR M\]Z-CK#FK5QF]Z9E-
;T_<8,:GC21+NVZIGZ,\S5:YBQ:ZBHYCNZ2==37E%_- MRTUN2*;PY/CC3,QCE5'(C5NH]]_)KN."O%DC?I'-VSVX":K9M\I&]G?4WFM8K'FSZ:D3;CGR=!TQ-S_+V-D:YCVM>Q[58]CT1 MS7MRHOO YBOK&?05IG1+UW+F^)G#FFU8&MB@8UM#!>;TY]83\] M(I?
ETEME^J[_#3^C_X9^:/]8]QFU'B?1IT_A?5A%ZX#_!EZ0O\ #MN/U?R' MO2]Z?9XU7=CW91>]D_-?9K]*+EC_%5XQ/.I\3Z/6F\/ZMEPSM#%WK@_@6=7 MWZ+O/_U3[:>]=^/>'F_9/^F#"FW4>'[6+3>)]
M'2ONQVY:=N*A8AIWI*T\=*W8K.NP5;;XGMKV]::%1UN&"96N=$DL2R-3P^- MO?NF!O.F?3)ZK#@>&.K#B_J.Y?ZT/W1-/1.38N5]DX]S73;'JK.0]HI6[6>Q MLF;V2QSON<$==NX.KY"W'+B[<=YD+Z[V-;,KVZ::G>LUB-N7JS5T^UHM,[_1 MM&;'S-
P_IV4DP>W]:O@\]%%+W]E))C\GE*MN..3PKX55 MB(O;R,^TSTAHWB.KP#;N8^E3?=4V?1=RY@X)V34-TU[-:GM>NY3DO1K&,SVM M['C;.'SF%R-=]?2?8BT3O$3N^3-9C:9C9S_1_33=. M'II^FG6M"S3I9C4-@L=W(
MU&68953R:_NE"_WL4S/X=T^GWE/ZY\9CZ\EN_D M>]WE.A1]Q(BRV;EO<+=>M7C151%DFFD:UOFGFI3Q>"LF9/$GW=-+T<709Q- MZ/+I?T#@WCG7,33V=,#@\MS)NU:!C\UR7RG)BJ[=IV;+Y1[?AEJ@S)OFAQ55 M[W18['-
C@B3LUSG3\EYR6WGHH8Z12NT,\SP]@ QZZE=3?L7' M?3M-^+%/O,Q../G=-P_"%_L\ \DU#7+6W;/@];IH[VV7R$%5SV^?L M*RN]I&;1_OSQ3/%GS3RGEAPUR9;4QOZB^V<']/?8>]^VM1MV>GPVMM M^*W2E?>]YK6.G.5?:M:"G6KTZT:15ZD$-:O$W\&."""-
L44:=_/LR-B)_Q']. M/V?H-)]E:#!]F:"D8]#IL-,6.D=*X\=8I2L?*M8B(]GYWY\V74Y[ZC-/%FR6 MFUI];6G>9^LR^Y/NQ:KO1['JAG\ M-KJ6_18L?6UQN-5W(]S2]Z?9T&S$V@ M M M M M M M M M M M M M M M M M M ?_]+?X M Y,7IM/G7.N7_
WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y M(^H?IL,NI\2/;^9:M-X<^_| $-I2S.#V[,5#Q>!_A]5I:_=C=YM>M.].S]WI?ZNNG+K0T#+\H M],/*.)Y:T+ [AD-!R^QX;&;%B]M+;\7A=?V*_A)*^S8;!WWSUL-M./G5[(G0 M]VRU$>KD>C5]VI.UHVDK:MXWK.|,D#R]/0G4?
TO\!]7'&>9XBZB>+]5Y1T;_MUK4/P#8\;#/?PENS"L*9O5,XQK,S]>QU$[.@R&/GKVX7(GA>B=T7[6U]SO6> M;S:M;1M;HY7/6[P%O7HH?21;WQKQGNN69G>G?DW4.1>%>0'/C9FGZ_?IX+DG MC7(Y1]2*G5M9K'8K*5]>52.**M8N5["-
C;"Y&%*EHR8]Y\X3KUG'DVCR=7GA MSD*ORWQ#Q7RM4K-I5>3N-]'Y"K4V/ED;4K[IK&+V2&LV2>&O.]L$>21B*^-C MU[>;6KW1)LQM,QZ*43O$3ZPY=OI:_GKNI[]*+6__'73RAB*/9.R^+/NZK1 M.4F@YZUST!_:^Y>T'K[X^PGLM4YI^_\9\W?
WAKXWE;7,0_["]IN>QB1D?V M..DL.K7TY&U]1GH@NG;H>^ M,)>'?B.?B%S,JJ,BR=W?W2T79E?:RVEO:O8?8:D M61C\?NN&*Y9OY>3S;-Q8HIY^;8#]5@Z 6\(],NS=:V_X-M?DKJ>=\3\;K>KH MV_K_1K&2E9#-WAE7OPU-][<$=(=M-3: MO'/6?
V7:])E\V]Z03]"+JN^H?3CC\2OO'[NV3P[>T_LT4/52?G0M_HQZ]W2GU2)]%[Z= M#<_1=<(;9P]QOTR<:\BW=ZY"O<@[5ONU;;L>)SV3L287#X'$8/X/B:#X(L+@ M*.(/-V<;1"E?WX)U#_D;\,?K"WC]GG/X6 MOK+I\5/I"3?I5O3,
[5Z574>),R%TY\=\6[%P]L>PY;7=TU/9<[F\M/A=LQE M.GL.KV8LQ1A1F.R%[#XZWXF2)X9:2)X5\2]WKCQ1CF=IWW-MFPYZ MHUU:NV7BG]%Z+=BR7M,EQGG:?./&E698O;.TS=9*NN<@8^JC?#(E#7MPIXVV
MOB1RK/L#_E=NS4X:FO.+_1WTUN4T;D9E:G*A]+A%%/Z:G]B@GCCFAFZG]>BF MAE8V2*6*2/4&21R1O1621R,545[H]*BE+%X4>R;E\6?=T]_W.'3Q_:%X8_5= MH_[")W%;UE1X:^D-17U]/T<.LTN+^+.N;A'C_7-6@XTEK<2\Z8K3-=QN HR:
MALV7EL<<[S=I8>O1HH[![ADI\/:L+&^S/\=46*[V59/#]TV3G-)9=3CY1>/] M]T^]F]?GVT^"MXZ#^0,W[?>.G[X5OO#WPZSX[F8X6VC,I]D."K>UEEL6/M<; MYE47N]M;'1S]2")]1U5[>=33:W"27W37WC@GK#;H,S4_;GZUM\Z#A?T7> M)_|
6KDXWZ;P_JP:GQ/HWK_1F_-O>C[_$(NE'ZA]",>3Q+>_NV8_#K[1^S M-T\/8 :$GK@G\(?HW_,#'(7^O&/-FE[L^['JNL>S9<] =\T/T4?F)N?UN MRB?/8^!8G&U_ SS=[3#/BC3Q67=_6GOPWVGI+SJ*<5-XZPU9O1:^F] MV"H'Z%>LCILNV,ICIV\U+L[8Y8\?B\+0LP;=
M1CE=#3?=Q=Z)56QD(VNTY,/'>+>7FS8\W!2:^?D]L^K$]!D_5#UDYO]VY+QD MN:XQZ5):VQXVSF6ON0;;U [.EJ32V2S6G^/(2Z34CM;%8E:]\E?)18Q945MC MS^:B_#3ACK/[/6GIQ6XIZ1^[HTF!N*$N-U7TYU*?=J4D6(UOTL-:7;L=:;%#+'CI#%
(RK7EC>DLD36KW\3FIW5*77#R_#_";_OVY_B_EUAR:I &'I$LK@,) MT];^4VE('Z]5Z1^HQ'C)W)]I:"?]M%>>;TJV#DAAEEC]<"SUO&AF[)LKR.H5.JVA0 MLVD1/90W,CQ#RC8HUWKW[I)9AQ=AS?+W1._X^.E[\^SMJNY'N^SZHADL%+T(M]16(KQ-
39:/5MFLEEID6'Q28+*\.<0U=>B5K9W6$;#?PV45%=$QB^-?"YZH] M&-5WX]C2]R?=M?&9I -&_P!<9RF$FV3T?F$@DK+L>/P?4WE,K$R-B7&83,7^ M!JFOR3RHWVCZTM_!Y-(FJJHUS)%1$\2]]FE_N^C'JO[?K_"M_JN_S3^C_P"& M?FC_%BK'+4>)]'73^%]6$7K@/\
!EZ0O\.VX_5_(>]+WJGC5+O\V=E%ZJ3\ MUJFOTHN6/I5>.3SJ?$^CUIO#^K9<,[0Q8ZZ+$%3HDZQ;5J:&M6K=+'4'8LV; M$C(8*\$/$FW233332*V.*&*-JN\-M^Y/M+GT^J MV?.LZW_@)YD_Z8,*;=1X?U8M-XGT=*#8=@PNIX#.;3LF1K8?7=:P^3V#/9>Z
M]8Z>*PN&I3Y'*9&W(B.5E:C1K/ED7LO9C%,'5OZ.;?UY^F8Z]/2I=2L73ET: MY;DS0N'MKW*QH_"_#O$61R.G[]RW6?8E94V/E?8L=DZ5ZW+EJ=9UZQCI;E;7 ML)19WG:]]>Q?EWTQ4QUXK;;L%\M\EN&G1E)Q3ZHMU;;=K]3.\T]3W#'%NR9. M!;]O6M?P.VSFF:
[QIYG55\ MHEZC36GO3$/:OWG=R;^77HGZB=@_I-/GQ4?A_5]^%G\7Z->GHMX_^U-Z7SI- MXK^/*FS_&M/21\$]YWQ3/^/\ #A2-LL1Z6_EUQ28IN5+UJ_/M\T_^9%T^NK&E&G@Q M_P!:_P)MO&G_K;^75:)RD !\4\$-F&:M8B9-7L1203PRM1\(M6]+Q-
;TM6>4UM69B8 MGE,3L]XLN3!EKFPVFN6EHM68Y3$Q.\3$^4Q/.$M.8.-;?&^U6*;8Y'X#)/FN M:]=7Q.:^FK^[Z,LO;LMS'*]&2)[W-5DG9$>B)_.__OI[_0;[3_T)_P!1,WV9 MCI>W]%Z^]_V;GG>8MAXN>GO;I.?2S:,>2.MJSCS;5C+$1_NW_3K^M=/_6?V M#346FL?:V"
(I]*=-K[9K,SZG/\WO_?_,\^F;B^ M7"T'[]FZRQ9'+UE@U^O,SM)5Q$OA=+D5:]/%'-DU:B1+Y*E=._=6R]D_8_\ MWP'__+Y\U']*_8]_]9OZMP3C^W/M/!V?V=CO7[V'17VF^IF)C>M]5M$8IC:8
MTT3:)M34[1_E+_6W^N:?:6KC^D_LN\6T>GOQ:BT3RMECE&/>.4QBZVZ_[I.W M*]&?PVN MI;]%BQ];7&XU72/] M'Z;#+]?$CV_F6K3>'/O_!#:7,[2 M M &NCZSGTF;/U'^CGML[1FM7VV[6AQ&6DV+&8B6# 3-\45V
MU;K.1]QN7MOMFI%>*)B9V8*X;S;AF)B'3\T[4=:X_P!1U;0]+PU+7-.TG7,' MJ.IZ]C6+%CL#K6MXRKAL%A]$3G/='2Q>+I101-555&,1.ZDZ9F9WGJH1&T;1 MT8B^DR^;>]()^A%U7?4/OI[Q^)7WC]WG)X=O:?V:*'JI/SH.:_1=Y8_U]XQ- MFI\/ZL>F\3Z.C_DLC0P^.OY?
*W*V.Q>*I6LCDLA=F97IT*%&"2SY!R^U>F7],?;9BYLBZAU1=26.U;7Y]R^*W]G MNKR5\)3RL4<]>-C9=-X1U)V1LH!OM9ZTKU9XWJBTHVQ8O:/U_\ UIL[Y^1_;NYRJJJL[BMZRH\-?2'Z/[G#IX_M"\,?JNT?]A#BMZR<-?2'@W)_M1CTP\K<;
<@\89_@WBBG@^1M)VG1LO$O8*[&WCLI M4KWG25K$3V2PS-:]CFN:BI]B]HG?=\FM9C;:'-%]"RSMWHJ_2]:+CN4K/V. MUN->;MIZ:>?$G1D&,^P[8,W;XWV?.SR6%17X' 7U]])6FBD\,\>.A>QTD3^S M]^2(R8N7IO#!CF<>7GZ[.JT3E%RI?2U/7=3WZ46M_|
NNGE'%X4>R;E\6?= MU6B M4QZS)8]6&I[2M:BCE8]/8BI]B9K.\=8?)B+1M/27*]U3/A2!\SF)@N5N+\Q';I>U5]JBW8)ODSP-5M&>' M+C^4PG?>Q9/G$NK3Q5R=I7-7&>@1U[9\75R M^+L.:US_&$ZU+;4EBJC$Q,;QT>?GQ]ZGZUM\Z M#A?T7>)_]:N3C?IO#^K!]?
$^C>O]&;\V]Z/O]"+I1^H?0C'D'\2WO/[MF/PZ^ MT?LS=/#V &A)ZX)__"'Z-_\#'(7^O&/-FE[L^['JNL>S9<] =\T/T4?F)N? MUNXYTW)9_7MH0.IXJSQ_F7VL7'')[1V-K5;,CD2?NE#'FK-(XIB+)^3#:+S%8F:M M\
[T7G0YKWH\^B[B;IRQ]5+>W4*$FYN)Q=5'[WHYRXLE^TO-O)MQTX*17S4&/#VY2W*7S^G(W_F7_;O^AS\ M@48\'_MC^$V?'_[;_EU:2'Y/QK,;5Y1UYF5J)75FPTMI9%GV/9X)&ULY7[.?)'(WZ>\6IP^<)^> MDUR<7E+=5]$%Z4+C#TD_35]^=@V+%TNHS0-
:M9R=6H= MZS9Z5;C;2N"=C]'OPMN6.V?F7E.[BJW/,^N7:]^IQ?QQALG'EK6F9O(U7RPT M]YW7,8RM!/C48].1K53UJ;[[4A\TU-M[RO;Z:3HVS/7+Z.SG;AS3<;)EN4,'0QG*_$F M.@:Z2UD]]XWM+FX->H0IV;+DMSUSXRP=9'*UC;&28YRHC54X8K\%XF>COEIQ
MTF(ZM'SU>OTFVI^CKZIMQT'GB[/K? /4;4U_4=ZV*W':2/C'D#4;^431]US5 M/POEAUZNN?R.,S*MC;+7BN1VGN]G2=&_9GQ]I7>O>ACP9(I;:W=ETPL'G,)L M^&Q6QZWF,7L.O9W'4\O@\]@\A4RV&S.)R->.UC\IBLI0EL43^.N&-#V;E#EG==:X[X\TW&RY?
9]QV[+4\)@,+ M0A5K?;7+]V6*)))I7MBAB:KI9YGLBC:Z1[6K]B)F=HZODS$1O/1RL_3.^D-B M])'UL[;S!]]9*IPQI&%H\5<&X[*0S4KLNA:[>R5^;:LEC9%;\"RV\;+E[V2< MQ[&6:]*:K4F\3]]*4<5.SIM/5.RY.TOO'1NS>][_#3^C_X9^:/]8]QDU'B? M1KT_A?
5Z]]:YX1S/(WHZ-0Y1P5&>[)P#S[]&T;-)#7=.E#2-UP>Q\?7[LKHX MGR01MW#.X%BN5S8D:]?%W7P*GW33MDV]8?-3&^?TE/OU2KKII/*\='C37B-Z3U;O1D:VM/ZR)Z2SCSINZ1M\Z0M)V?$YWJ1Z MG->DT+
(ZCBLE7NY7CSB'8F11[ML^WXZE:2]BOLSUV67#8>"=L;KSKLUAB215 M)6.T8,9/^F#"FW4>'[6+3 M>)]&^_Z2G6]KV_T>?7%]^CK.[:\[TG<_X[#5:D;9+>3L6.+]G;)A*C7=FI;S MM;QTXG=V^"2='>)O;NF/'RO&_3>&S)O-)VZ[2YY?]X'+'%?$?I5N&\CRKE,3
M@:NYZGR)QMI.?S:UHT_LGX_$K[Q^[K_!,5'*EZU?GV^:?_M #(NGUU8THT\&/\ K7^$VWC3_P!;?RZK1.4@ 'BFYZ9@M\P5G 9^M[: MM-^^5[$?A;;Q]MK7)#>HS*UWLK$7B7Z%:]]JUR.:Y47_)O_*]_Z5?T?_K% M_1^?^C?ZRP=KH2NT9M-
FB)BF?!>8G@R4WGRFMZS;'DK;':U9O\ ]-?U M+]]_TI]]T^UOLF_#FKRM6>YDIYTO'G6?SB=K5F+1$Q-#D?BG9^-L@Z+)UW7, M/-*K<=GZL3UH6VKW5D_=%5BO:GB7\#O\ 77_?.7^H/^@_ MVU;3_P!08;:K^F,N28TWVCAI:=/FCK6M^OP^?;O8,D[[Q:<5LN.
(R3_MC^C/ MZ]^P_P"M-)&30WC']HUKODP6F.TI/G,=..F_2]>7.(M%;?=CUB?\ ?\ MP M_TUKG.1K45SG*C6M:BJYSE7LB(B>:]]GJE+Y+QCQQ-KVF(B(C>9F>D1'G,^ M4$S%8FUIVB&8'"_3Q:MST]]Y I+7Q\?AL8W6;3%;9O/3PNAL9F!WG7IM7S2L
M]$DE5/WQ&L[MD_3W_?*O^^(?M#[3U>E_U%_UITDX/L6FV72_966NV7/;E-,F MMQSSQX(ZQI;Q&3+,1VU:XHG'E_SK_J5_K!@T^+)]@_TCEX]7.]GP !SY/6_X;733^BQ7 M^MKD@VZ7N3[L6]]T>QZH9_#:ZEOT6+'UM<;C5=R/GV=!LQ-H M ?
5NWJ6,J6,AD;=:A1]1/GM7+D\5:K6@C3N^6>>9S(HHV)[W.5$01&_*.I, MQ'.>C$+?NL'5\++/C]&Q4NU6XU=&N6N/DQN#8]%[*Z!BQKD,BUJH]+\FNQ>Z M*U[D]^FFFM/.W)FOJ:QRISEC%G>]+F/-O?['8*F!KO5R_!<%BJ4#&(]W(RU>
MCR&2:C$]W[_W_'W7LJ=XT^*/+=PG/EGSV>&?;MY;6;V_VPMI\?B1_A3*3)#W M3Z/@Z+[#P_\ //A\/A[[+'^&'CM8X+]@YCPKV^UV&MG8&]E^"YW%4; M#'=D1/E6]<5#)*BHU._[_P#R^]55?$X,4^6SW&?+'GNR<1- M]]F5S8TRU%\F2PBN7O\ +LQ>!,CCV*
[LB=FV6IW[N M5XVEE]0R%'*TZV1QERKD*%R)LU6[2GCLU;$+OP9(9X7/CD8O;WH]F:8F.4]6 MB)B8WCH^X'T !B%UA]=_2OT&\>KR-U.\LX+0,=;;;,S6];:LF M9WW=[L*(CL?I>D8IMG8,_*R5[&S3QPMI4D>U]]>"+O(G]E+7G:L/-[UI&]I: M?
_5IZW1REG+V3U_H]Z=]9T37D]O6IC66LKL<,B>%SFM7NQ-5=+'I_DRVU__V1^:)W(GIY_2V)55>T8<4>3C. M;+/F]?ZQZ:#T]>HVW7<5UU=0%N9SX)%9L^VMW:IX]Z3)&C:&YT_1;&[V[O& MU(T;+V;XT=X&>%V6/T@[7)ZRI=TZ>M4^D9XLR%&#G'&
<2=3^KMEA^-6;%]5' MB[>I]L2*CHL-M7&%7#ZMC+,WEXI;FMY-/+R8BJU7Q;38YZ;P]UU.2.NTPVQ/ M1Y^GTZ&>O[(8;CVMG[_'/F6=7]4^'^7K>,HIM.4F1$=2XTWNK,FM;M*Z5R, MAIR?%N;LJCG,QRL:KTS7PWISZU::9]7Y=++>'%V /0_)/4 M1Q_QQ)-
CI;4NP[#"KF/PF$=#*ZI*C>Z-REY[T]T//LCF(LD[>_?V7;S.M,-[M\^E7&^:E.76S#K9^KWDS+R2,U^##:G47^I?!ZC,OD6M7Z);>59+2D7^5M6,U M5TV..]O+-;4WGIM#U5;YSY>NO]I-R#L;'=W+V]7/@#.[O#W_'NBRO&]X?) M.W9/H[=U[](Q8X\H-M-
']D_F[5U,_WQ^3-72>0]0Y#QRY+4 M\S7R,<:,2W47O!D<>]Z>4=ZA,C+-?N]*C7*U8Y/"O@:GE[>/[-M6NZ=BILULV7IX?&P_)6Q;D*RR*BN;!5@: MCI[=EZ-7PQQ->]W9>R>2]OM:VM.U8WE\M:M8WM.T,+]VZS6,DE][(
M6YG9G/8QZIW:KH,/0G9)X%7S8Z2RURI^%&GFAJKIOQS^3+;4_@C\V/.6ZD>9 M'M/DI;3.W=%_]=GVT:+W,[^W?MY>Y5[^NRQ_AAY[7)^* M7L?7NK+EK#/8F3MXC9ZZ=FNBRV+@K3>!%_9VL-\6/27M[G2-E_E13G;3XYZ
M;PZ5U&2.NTLM..N];0=TE@QN<1^EY]96QQ192Q'-AK,KD\HZ^:;'!'"]51>R M68ZZ*O9&NQGOI[UYQSAHI](J*BHJ=T5/-%1?I3^0X.[^@ M >I>1N:]!XR8Z'.Y3X5F5C]I#KV*1ES+2(Y.\;IX_:1P8^)_ MO1]A\..3OX/$]=CI3%?)TZ>KG?
+3'UZ^C"_:^L7>\G)+%]F)Q&L4U\213V&+ MF\KV]JC7K+9;#C6=V]E\'P9_9?XRI[]5=-2.]SEEMJ;SW8B(>G;W/7,.07M%Y-KJ[6LLGQA%&DMK!Y!]4\S4:OOKV:>'0 !].Y*K4IU*L3IK-JU9F/K0'1 MCTS9#-:!TVX>YU@\G8UUFE9S&IYR'6N#
<)D8T=%VEY+DH9BQNSJTCV2HFOT+ MF-M1HZ-,G!)W5NBFGO;G;E'ZL]]12O*O.?T:QW.GK-_I5>7+US["^2./.GK7 M[$LS8L%Q'QAK%RPVDK^]:&QLW*5?D;8VW(V(WVD]*Q1]H]%5&,8[V::(T^.. MO-GMJ,D].4,&.UR>LLB^)O6(/2V\49&"Q^ZAGY*Q+)&R6=;Y9T#
MCW<<=?\ #)+(C)\Q]C>-W6K'WE;8"Z+ M?6V]#VC)X?3^NW@[[6+K?L*UKF?@U]\ MN,R>P6U56L935.[TX7TTQSI/YN]-3$\KQLVWN%N.>*.1%:F:8FL[M6Y2TQ,6C>O.'M4^/H #QW9]LUS3,7+FMGR]/#8Z+NGM[;6K6-[3M#"[=NLWP2R
MU./]:CEC8]M,F=F=+X9>W=]N@P]">&1C5]['2645>_RHT\T-5=-^.?R9K:G\ M$?FQ[RO4AS-EI'.?N5BA&]]V08]AB]\?'&GG\ELL%)+3T3O\ QY'+_*=HP8H\ MG&<^6?-^!7YNYTCY"V=SNW;M8R4EN/\ "1W]2M>VB[]V^_MW[>7N5>_K MLL?
X8>>UR1_=+V1KG5ERQAI8_C:UBMI]M5&R0Y3&5ZEA8T]Z17,.W'N;+V]S MY&3?RHISMI\<].4NE=1DCKM++7CC]DT+=IH,9F4DTS.3]QD<.4L138BU,]R- M;%4S*-@8V5SE\FV(H.ZJB-5R^1GOI[UYQSAHIGI;E/*63"*BHBHJ]*BIW14\T M5%^E/Y#@[OZ M M M
>% M;MR']"F.3);9F:^.CD1Z5*B=Y\CD'L3SCHT(4?9L=E5$M(WM+"KOR-^B6/'4YH:=.1/Q M/EM-5/\ LV]NFC^^>?R9K:F:?[(_-Z(R74-S+E7N=/O63KH[QHC;7QV*8QK_M .*WXNI5GKX1:Y55Z?C[]]KVC#BCR<9S99\WY]3G3EZF[QP]\@[&]>Z.[6[
MB7V]T[]OD7H[#/#Y^:=NR_2.RQSY0^1ER1YR]].QU>\F8B2-FP08;;*B?U7X M149B,BY]?1%;Q3(J4:_RNJR'BVFQSW=X=*ZF\==I9C\;=0W'W(SX,?#:OP/(*]_@L163N1%7V2(GQR M=@ M /\2RQPQR332,BAB8^6665[8XXHXVJY\DCW*C
M6,8U%55541$0#%3D+]STC5Y9\;JM:7=,I"]L?9K3MIZ_#(GB14^,C,FEON8Y M$7]XB=$]%\I44T4T]][<5>< HQ5V#]KY>S4C_@.4QNM5G.7M7PN* MJO=X$=W8UUO+-R=KQHB)WFT/).;>6Y9/:NY M"VE'?)\H\I-#'\GW?
O,2LA^CS^3Y_2>^RQ_AAX[7)^*7E&&ZE^9;(]1NLK&W(M:7(.O_%#GJC79O7_&]O'L5>W=]C$6'39"O"SLJ]L4UIZ]T1&>7=>%]-,K3$Q:-XZ/UCX^@ M !^9F,SB=?QUG+YO(T\5C*;/:6;UZ>.O7B; M[FHLDCFHKWN[-:U.
[GN5$:B]](OV(F9VC]^3,1&\]&&^]]9&'H234N/\$[.2 M,5S6YO.+/1QBN3W/K8R+V>2MPN_')4::::9YWG9FO]8CE2-V-F:Z MF>9R)V=.Y.W]]>_>,&*/)PG/ MEGS>+,YMY;CE69O(6T*]5>U MR?BEYW@.JGF#"O9\+S&/V.NU4_W-F\547NWO\I/A6+;C+JN5/I=
(_M^+Z#Q. MGQSTC9[C49(Z[2RIX]ZMM*V62"[?5?I>2D5L;+*^V**?'>) M?-?;Q^Q8GOE,]]/:O.O./U:*:BMN5N4_HRN@GALPQ6*TT5BO/&R6">"1DL,T M4C4=')%*Q7,DC>U45'(JHJ&=H?* !ZZY Y5TCC2HEC:,NR&
MU+&LM/#4T,;S5]]*K46M1:]BLB5S53VLKHHH$Z8(9)^Z\7R4IWI85 M;=UE;5>DE@TS7\9@:?96LNY;QY?*._*5D3'5L=554]',LHG]=^+5735CO3 MO++;4VGNQM#TGD>H'F/*.>ZQOF7A\?\ %QS*.):U$_MOW7OUC#BCRARG-EGS?
7I<[\P4'H^#D#8)%1WB[79XR/;,;A]KJHO[Y*V),'E%^CY%BC$_'(B>_L MM3NOXT.=M-2>[O$NE=3>.]M,,S>-N=-"Y.\-3$WWXW.^%7/U[,)%5R+T8G=[MZ3FRR5LC&U$5?WE[I&M3N]C3-?%?'SGHTTRTR=.OH]R')U M?0RF5QN$H6OV(JM6"/NC4=+-,YD;?
$Y41$[]W.5$3N]HA M]B)F=HZODS$1O/1ASOG6-@<;)/1T#"OV&9G=C/#0/7NE7"8O'5&1 M^??Y%F.O:R7;^19U0[1@Q1Y;N$Y\L^>SQ-O-O+;9O;IR%M/C\3G^%V4F=#W= MW[I\'&W3L06ZMF)D]>S6ECGKV(9&HZ.:&:)SXY8I&JBM9S>
(UW&VQ5:F;SBSTL:YR=_E5L9%[+(VH7>7G))5NRQ_AA MY[7)^*7GF ZJ>8,*^/X7F,=L==G9/@V;Q-/S;W[N3X5BV8RZYR]_)SY']O[W MD>)T^.>D;/<:C)'7:65/'W5KI.S2P8[;:LFEY.561MMSS_#=?FDU>=><-%-16W*W*?T9712Q3Q1SP21S031LEAFB
M>V2*6*1]/CDCD8]LDCD8]*UR*]*B]T,[0^0 '\]R-: MU%:@8O\ (G55H>G36,9K\T[>]T?LT7Z$3W&BNGQQUYLTZC)/3: M'K]?FWENP_VDG(6T-=V[=H,G-69[U7^I5O91]_/W]NYT[+'^&'CM1XG MJ3YFQ,B.;N$N1B1>[Z^6QV+OQR>??LLLE-+;&_|
7DK/^\>9P8I\G],^6/-D M1I/6;!-)#4Y UM*B.5K7YK6W22P,5>S?'/A[LK[#8F^]SH[$KNWX,:^Y>-]- M^"?S=]:GRO'Y,S]=V; ;;BX,UK66I9G&6/)E]E+XVM>B(KH9XU1LU6S&CD\4 M4K62,[^;4,M]S6=K1M+56T6C>O.'[I\?0 '@V\]D:=QSCTR&
MUYB"C[1KEIT(^]C*9!S?+P4:$7>>9$Z]]HPXH\G*0-B>O=%[6[;;[.Z(]?U.]'9C[M=G=[MV[_-Y.R<6.?*'R,N2/.7MC5^K_))Q,C6['5PVVU?+VGM:S,)D5[?] M(K>+B;1C\2=^_BJ/_=V]R\[::D]W>)=:ZF\=[:89C<:]0>@36,8V:79]A@\;),1A9(70U)V^7LLIDWN6M3
MXQ8X\H<^UR3YR_5Q?43S+B7L=#N M]^TUJ-:L64]XW*,D:U$3L]UZE/-W5$\W(Y'JOGW[JO=.'%/D^QFRQYO?.F]9 MV3ADBK;[K-6[756-?E-;<^I-ZSN\P/+T^CDLGCL-1LY/ M+7JF-QU.-9;5Z]8BJU:\:>]\L\SF1L3NO;S7S7R/L1,SM'5\F8B-YZ,/M]ZQ M-
=Q,DU#0L0_9;#/$SXXR2S8[#->G?LZO5\#URIV5=%--:> M=YV9KZFL6[C.?+/GL\03FWEM)O;IR%M'C\2N*Y.98>Z]^Z?!U[U_#Y^2>'LGT' MKLL?X8>.UR?BEYK@>]3F+"R1_",]3V"O&C4^"9S$TI6N1OO\=O'QX[)/5R>] M5G7\?O[]_$X,<^6SW&HRQY[LHN/^KW4\
[)!C]VQTFI7I%2-,G"]^0P,CU7LB MS/2-M[&HYRHGRF31-1.[I6I[N%]-:.=>GN<='V M/!=ZY)TWCB@V_M>9@HK,UZTZ$:+9RF0M(WM+"G<>LS/VY)*^C:Y2Q%3NK69'/*[(Y*1OGVE92K2P4*
M4GN^2YJIODOGY^6FNFC^^66VIG^R.7S>C,EU"7]3O%#R!L3U[^+M;M M-OM[]E3\"]%99V[+[NW;OY^\3BQSY0^1ER1YR]L:OU@)=:ZF\=[:89D\;=0''_)+ MH*-.\["";%*U$^Q_-+'7LS2>2*W&VD[SDZ@ /CFFAKQ23V)8X((6.EFFF>V***-B>)\D MDCU:QC&-3NJJJ(B
8H<@]6VE:U)-C]0JOW3)1JZ-]N*9:6 A>B^%?#?=%+/D M?"OFGL(_8O3W2_BT4T]K<[=1DGIM#P-_-O+WFGA[+]/<]]EC_P\=KD_%+RG"]3/,N&D M8Y=J3+P-\W5,UC<;:I\F=OE_>3MYG!BGR>HSY8\V26B= M9&(ORPT>0,N>]4:N;P:SW<:UR]OE6<9+[7(U86^?
G'):-F9&&S>(V+&ULO@LE3RV,ML\=>)[0GCL5Y$_C-\<:KX)8W?)>QW9 M['(K7(BH]FF)K.T\I:8F+1O'1^H?"T !XSM>Y:QH^+?F=]S M%3#T&]K&/L/;6K M2-[3M#"S=>LZ?VDU7C_686Q-5[&9C9G/D?*GX/M(,/0GB2'MV5S'267]^Z>* M-.RM7372_CG\F:VI_!'YL?
LKU&]RY.1SY-TMTHU[^"#%4L9C8XT5%3PM?5IL MLO3S5>[Y'N1?I\D[=HP8H\G&TBY!V9SO+RL9!]R/RK:3Q+YIY^7FGE[NYZ[+'/E#SVN2/[I>S-:ZMN5<,^)N8EQ&U56]FR,R6.AH MW%C1.R)%^"].<=\/B9K^&2*UD&=T
M^2Z\YTL=7&L7NB_OSVR.:O=C"2F*^3IT]7*^6F/KU89[5UA\@Y5\D>L8W#: MI45?WJ1T29S*-3MV^79O1LQKD5?/LE-%3W=U^G5734CO;S+-;4WGN[1#U%=Y MWY@OO5_(&P1]KO%VI3PXUG?MV[)'CH:L:-[?0B=NYTC%CCRASG+DGSE]C'= M0/,>+;W
M;]'65M-&2*#=-?QN=I_):^]B/%B/NR]BGA[M 'K7D+EK1^,JK9MGRJ-NS1K)4PE!K+F:N,[]B/AI>TC2*%5142 M69\4*]BIX^_D>Z8[Y.[')XODKCC[W5A;MW65MEZ26#3[&T/2>0Y_YCR;G.L;[MF8E=[TQZ4\4U.SO$B-;C*M1&IW_%[T\O<=8PXX\H:]TX<<^4$9)=*
MZF\=[:89F\;\X:%RK53+3)TZ^CW 0 MMH5R^+RDR'\2HG8\6T^.>G)[C49(Z[2RLX M\ZL='VJ2";5_2LK*YD<<]]?X7@+$CNS4_YJB10OQZN=W5?A,;(F)_SE53/ M?3VKSKSAHIJ*6Y6Y2RIBECFCCFAD9+#*QDL4L3VR1RQR-1S)(WM56O8]]HJ* MBJBHIG:'^P M M
?__4W^.3% MZ;3YUSKE_P_-^5_T/A2EB\./9,R^)/NW!O5&_FWN;/TW>2/]'Z;#+]?$CV_F M6K3>'/O_!#:7,[2 M 'P6]M6]5LT MKM:"Y2N035;=2U#'8]VJMB-T5BM9KRM?%/!/$]6O8Y%:YJ[BH]*!I5>DP]5= MN;5MVQ\Q>CHV+5=?]Y^[=S.8Z:-^R$N!PV*OW;;9IH>
(]U2O;Q]##R/L/=%A MLPVK7HQQJV"^L:Q5HM>/4^63\V3)IMYWQ_DD_KG&7K,?1MK[^-M(UKK^PVI: M[!!!C]:T-V6YYU;"TX5CJ04-/;JL_)N%H4(NR*E7$/;$C>[_=N[CK,Z>_. M>'=SVU%.4<6WYOS=GZ%_6(?2*9;"ZOSHG5CL^O+;KSQP=1>W3<7\8ZXZ.*I
MXLY+J.XY;7,-!;@A.O1T9RIU \U;5A^:.JSXKO8["9+"4[<'&W$-3,T64LS#HL67KU\OL&SWJL MD]67/6X*3THV'P05*Z/GDGS9H+CC0]?^,<5B/CW<]XXEV[6=7PWQMG;V+P>,^,\Y ME((/A%RS7J0>/QRRQQM<]/5)B+Q,](F'F\3-)B.LQ+4\]7W]$5Z0WHAZ\-;'
W(6EP[)]M?A#=/'LN]]N8CM.?+2]-JSSW9L&*]+[VCELV5?2O:SU2;_-!'4#Q;T;\>V^1N M=N7M6;Q9AL;5V_1]'^)M4W>W%A^1=AES^_;7IV(@DJ:'-D*]5(;:VTO6H'LC MLM>KU>'T*_59T=]4?)/4MUI\.TN,,AJ/&;],X
M2QT_(%V_6LCL>_7G0;CM5)W&>W;I%AY=H[HIX.H><,>;#>U^*DE6]!ZBM8XUPFFV:6_I$/0D>D\YT]*%SMU%<5],OV4\.;GSUA-TUO;'7"%9GGM\V3)AR6R3:(Y; M_)T!#$V@&IZQAZ&GGKK@WCA3J2Z->-:'(7+V/Q-OBSF+4V;;H.B6\OJ%!;>
M=T/=VY;D+:M.UZY/KERQ?Q=MB698M3] MS:]7[X8](+TL]+VT=+?7+PG?XYQ'&.T/S' >T3\F<1\@PY'3MRGOY39=$DBX MXY$W3(8O[$]I;->K/M0PPRP9AT,;NU9&'C/-+6X]3[O>"+UKPWCV7Q.+L :2 MWK!'HBO2&];W7CC.9^E_I\^V=QK7X&X]TN;9/MK\(:7X-
EP>P;U=RF-^)^0N M2M3S[O@M7,UG>V2]M=_M.S'N5KT;KP9:4IM:>>[)GQ7O?>LLA^C#ZY M.O?F7IHVOI-X0^VO@./^,=RU[;K_-LKB'1?BC,97:J>2H4_@O)6_P"G7;_M MZ43G^T]QS1,[=G.1W9%TX,E*1,6G9FSX[WF.&-UQO1%<"E[@;G/5
M/L'Y7XZU/9L9N6J_'NM;+\3WLAR+N.=IP?'FGYC8-;R'ML5E:\OB]W)V-]IX M7*CVN:WEEM%LDVKT=<59KCBMNJCYS= Y^&_>A#]*!FO2[[IU08SIC^$\% MY;TC^Q\]X_>/MT=/4/PCB>_U-W.0]FU_8S8Y8BW"+VNGRMN? 7X]N2;W]DM= M)^\;;8S8^RX=^?
#MY^C%.')VO%M]WBW\O5T#S$VL3.M3HKX&Z^.!MEZ?>H+6 MG9K5QK]]3;^/]O]5[,&'WC1\Q/6MIB=CQ*6Y&HKHY:UJM++5M135 M9IH7^J7M2W%7J\WI6]>&S0OZC/5T/2D]%O)TG(G1YD\QS;KV"REJUHW)_V\ M+QGS9KE"1715),QJMC8-
>V+&YQ\+U9(NNW\Q"K?E.DC1RL;MKGQWC:W*6*V# M)2=Z_9X9F)/6>N4,1>XHS&-])9)AYJU7&Y))\!OVC0Y*ED*=]%:=SD1N/UQ M^9I6:BR1WF/RDT:^)&VD\3FHK_@'CG]U_X")Y?>9I>CW]5BYWY(VW&\G^D8 MV"'BO0VW6Y]_PUJ>U4-
LY=WNS).EJ:GMNYX*WE-7TC%Y%9/'8GJ7LKEY>\D2 MLI2JEAGF^HK'+'SE[HIGG?E#>XT/1-.XOTK4^../-;Q.GZ)HNO8C4]/U7!5 M&4<-KVN8&C#C<1B,;4C^3#4HTJ[(V)YJJ-[JJJJJN.9F9WGJV1$1&T='EA\? M6J+Z8+U;G =7.[[1U-]&&$\CGN6.,IK=^=M.3)4-
>X^R6]:':DL/NI(^U' M662-J++(YGLG.9WFV"_.>%PBN>G*-WN+7O12^GR])IMN&J=5.5YMUO0*N8;= MM;3U<C[XQGY[YFP/-V0WSGK?\WLO& M"NT;TS):%E<0S-3WN0MRU;%8S5M=R$5>GB<#1MV5JQV9)W^VL26[)O M-K\HVY.E\$Q2*TYSOS6S]
STH<_=&'H]]5X.ZEM"^UMRCC>3>3MANZO]E.E[MC['#[#FH+>'N?'>@['M.NR?#*[%=[-EMTL?;L]K5\CCFM6]]Z]-G;#6U*;6Z MJN.^1]8S&G[EK&58]U+,Z_G:9K98GLD8Q]><3,3O'5TF(F-IZ.>)UO>K2]>/2[R3>WCHUKY3]2 MXGHYOX]T;-
:5G<;K'.^AQP6/AN+K[%K-C(8.?+9S"S-;%#D]:EM.MNB2RZI0 M5_P>/;344M&U^4L-]/>L[TYQ^KQG3Y/6CMDHIQ/@X_23TZK(X, W([76W#3[M+&2PQOBDCYBWJ+"7F^"-41V0;G.\3N[73-^7YK&-W#=\98 ML)\ KU+%W&T;",NNNV)V0MJ\LF>)^[C[KKCP3'WK\
[/07H$?0^>D7Z+/2!X3 MF[]8Z=_M:\7U.)^2]9L;/]MO@O,BQ%+XET#DW:MA?\+DKO3VC:BP MQ^'Y;V]T[_FU9Y[OF"%DI?>T+Q^*1[&(KDS5 MG:T3/3=IM&]9B.NS3N] CZ'STB_19Z0/"T;46&/P_+>WNG?3FRX[TVK//=FPXLE+ M[VCELWB'L;
(US'M:]CVJQ['HCFO:Y.SFN:O='-9&MH7^E8]6*YIP_ M)6W[)(FS'](VX;]?5CR:>=]\?3T8-Z38]9WXKJ4.(M2P_I) M:N+Q,,U;%Q7M2W?<\-CJD$[<:VA1Y"V'$;!C:N.J^S1*E>/*-@BKHCX&I#\H
M]S\//.>%XCXB.4<3/'H3]78ZSNJ_G#$]37I9]OVS':O'DL9G\QH.\|ASM;7GH,UG(./M(M,[QVF.ONS+*ZO]PU*3GMM0>+YZ5KPX^KW3!>T M\65]_D)]>F_P'51I73A0DZ5L/Z07B7G"EO.+Y-X%P6-P_$.!YBT_=,K M=HX=O,G#?MN*(^[Q M;^3>V,;8Y_?
5!Z$CTGG(GI9.3^IC3NF7XXX1V+K23EK#[K]N?I\Q_P_,X^^V M?1V+X_\ L;RG*]+;:_\ S1X73?!9:#+OEX/8^/LU=M>WS8K8 M+;EO\G0$,3: ?5NTJ>1JST>NJTF2^+4TG>MZ6FMJSZQ:-IB?:6-6X=+>G9J2:WK-^WJMJ3Q/^"(
MSXSPZO7S[1UII8;=9'N[]_#.YC$7Y+.R=E_P3_J=_P &\?\ 2_\ ]K-E^T_Z M!UFI_IW[1OO;L8K\5HN+K]W%>],V*)G??ASVI2)^YBB*Q6?^U_T[_KK_%'] MF4KI_MO%CU^"-HX]^SS;?.T1-+;1ZTB9\[<]X]$Y3I9Y)I/?\ FU[,1(BK&Z
MMD9:LSD3OV:^*_5K1QR+V]R2.;Y_A>_M_C[^H/\ @W?_*[_&5EM_P)\OV) M]]:?G-9Q:F^&\QSVBU-1AQ5K:?2,EZ\X^_UV_P"]:'_7;^B]36/BZZS39//B MQQ:/I..]IF/>L3\O7\:/IKY9>]K787'Q-7WR29S%]QOEW[N2*Q+)Y_R-4_| M+X?]\&?[Z2RY8QW^RM%CK/\
=;7Z2:Q[\&2UOERK/Y=8'I,V>R^-^Q['A'\5 J]WQ8R.SE;GA3^(JS1XZM&]ZI[T? M(C47OV5?(_Z__1W_;8_K_7Y:9?ZZ^W?LS[.T&^2_6?^(_U5_J9_57]65MI]9FC#]FV_WXX=Z4F/2\|S?)[7M-=^<5A[:/\ M2;_GX Y\GK>?\-KII_18K_6UR0;=+W)[V+5=Z/8]4,_AM=2WZ+%C
MZVN-QJNY'N:7O3[.@V8FT >/;5M.%TS 9'9-@MMIXO&0.FF>]M66 M9_NAJ58W.9[>Y:E5&11HJ*Y[D3R\U3[6LVGACJ^6M%8XIZ)0N03*L#/#Y-N9*1K8_C#(.3^,Y/!$BJD;6]W*ZCCQ5QQZV]4[) MEMDG_'T>ECHY]R\1\T[/Q3E&+4EDR6LV9FNRVN6)7?!I6N/5RJ
ME#)M8GE(U/"_LB2->3%7)'/O>KKCRVQSR[OHK!]6V8/=\!C]EUVXES& M9&-71N5/!/!*Q?#/4MP]U=!;K2(K7L55\T[H]M5%6?:LTMPVZJ%;1>.*O1Y(M>7H $3?3*^F-XT]&#Q;'K^OLQ&_=67)&"LV^)N+K,KY,=K^+EF MMXUO*?)3:DT-JEI.-R-
2:.G48^*WGKU=]:NZ.**[;J=<6*H;J-YMZK>5MCYLZ@^1=AY.Y*VF5'9'8M@LM?\&I122OI8/!8RM'7Q6N:W MBDG>VGC:$%>E58Y4BB:BKWH5K%8VKT8+6FT[VYR]GUY #_37.8YKV.[7-Q7'NLY?5/V.Y(^SBIE2*_+)0>VQCLN;!_ M?3\FO#G_++]/7_;_;^-ZDQM@
$_NH'J4LS6+VD<I"LM M3.[13>K+%J9KO!-0P=ABHZ"K$K5;):8OBE=W2)48GCDV8<']]_R8\V?^RGYL M&%57*KG*JN55555>ZJJ^:JJKYJJJ:F1_!^[KFRY[4X8N%CLGC&2)[&]!Y,7*XICW+,ZHZ1426-?$ZN]R(KG(YCG3\N* M<<_XM^++&2.?>>_3D[
]7\KE6\;73S*BI&U41$<]S&.]X\=LEMHZ.>3)&.N\]4F]ZY!VG MD;-29O:,B^W,OB;4IQ]Z/'8RN]]T]XZIXG,KQ)V3NOF^14\3W.=W5:-*5I&U M4^]][7G>SPH]/_,K.">HS*:+8I:OM]B?*:7+)%6@M2N?->UAKE1C9:SE\ M4MG$Q]T]I7[[L3$\4/FBQOSY<,6^]7O?
NT8LTT^[;N_LIM6LU[M:OHQVHRVM'T6Q$_96M6+-YM$;-%@?:,[_]"+WBES/A+[U^[^[-FSW;M2R3V;5]:2Q9L3RN5\L MT\|KGRS2R/55KZX? ^[CLCD,1>]Y/%7;6.R-*5 ML]2]2GDK6JTS?P9(9X7,DCPF(F-IZ/L3,3O'52_I^ZA8^0DCU/ M;GUZNY00*ZG<8V.O6V6""-
%E?'$WPQ09>-]*^2%B(R1B*^-](US&XC\2Z+MG)O)>TX72- T7!9'9 MMNVW8KL6/PN P6*KOLW\C?MRJC610Q,7LU$<^1ZHQC7/8_2&[+GN'>&YZ1Z12^QEL0S>+XZY(VLZ4R6QSO7HZAWH^.O_(-](YT]X3GKA2]/ M4EL=N&5"EZY*\4,Y#P]@]5\M'VCE?
X)5KT:B/1TTWA>J3N\[] ML_(N;ESNT9!]RP[QL]56>*/'XRLYW=M/&U/$YE:!O9._O?(]>)[G.57+0I2M M(VJGWO:\[V>&'IX !ECP/U&Y+2;-/5MTMV,EIDJLKU;LWM+-[6E54;&^) M_P N:SAV>Y\'RG0M^5%^"L;\^;#%OO5[W[M.'--?NW[O[*95[$%N"U5FBL5
MK,,=BO8@>V6&>"9C9(9H96*K)(I8W(YKD545%[H86[]^8 M M M M #T!SGSECN)\9'2HLKY/2RV/9<[MMN7M9W8\G:RV5N.\4UJT_P 2HWNJL@@C:C8:M6'Q*D<4;611M\FM1/(WUK%8 MVKT8+6FT[VZOPCZ\@ !_456[CFJK7(J*BHZ9T9+%}SIZ?^I6U"9H
MZ1R/?=9K3NBJ8/;;;W/LUYWJD<-#.V'N5;%:551L=IWRXW>4JN8OCCRYL'JU M/R:\.?\ LO\ FS_;8 M 'Y^5RN.P>-O9C+W(:&,QM: M6Y>N6'>&*O7A:KY)'=D5R]D3R:U%>B6G-W4#F M^3+EG#866SA]'@E;1BIX;F:5CU\;':.XHZR+[./R5WC>B.3?BPQ MCYSSNP9R.-
>4MJXNS+,GK]MSJ:0V6M[^SG8B2QOJOO5]N8[Q?"7)&T]72F2V.=Z]%9...1,!R;K-78\%) MX/"^\Y+&2R1ONXC(,3]]IVVL7_L:)_9$EB5KD1.ZHD^])QVX94*7B]>*GIX M>P-#P MGD#?L!QOK5S9=@G\,$"")%3I1.9|-RE^1%^#T*^ #
MJ>J4F]N&'F]ZTKQ62;Y.Y8VKE/,.OYRRZ#&P2.7$Z_6E?\68J])>[45D:^'X3 M=>U5]H8D3VC^_9/"Q&L;1QXZXXVCJG9,ELD[ST>L#VY@ R$X5Y]S_!?= MKXO(2VY7O@[I#,O?\%[O:)QRX8R1O M'*
[OBS3CG:>=54<+FL7L6)H9S"W(LABLI6CMT;D*K[.:"1/)?"Y&OC>QR*U[M'(CV/16N1%143!,36=IZM\3$QO'1^H?'T &,7/W/\ 7XT@76]; M6M?W:[7\;E>K)JVM5Y6-=#=O0JCFSWK#'^*O7=V3P_OLGR/ R7OAPSDGBMW/ MW<,V;L_NU[W[?[?
[?.8F6RV3SN1MY;,W[63R=Z59[=Z[,^>Q/(OEW?(]57LU MJ(C6IV:UJ(B(B(B)OB(B-HZ,$S,SO/5^<'P /EAGFK316*TTM>Q!(R6&>& M1\4T,L;D=')%*Q6OCD8Y$5'(J*BC]^J&]/74?)L$U31>0+C5SRRXLV'A^_3N_[?[?[V
MM6'-7LG=&M:CGN5K&N;VBE>*W1)SE/E_:N5$<@[_(#C;6[6R;!,YL$2^PI4H>SKF4OR,>Z"A38JHBRR^!5S(MV(KG*B(IZI2;VX8>;WK2O%9)GDSE?:^4LN[(9ZTL6/@D>N)P-61Z8O%0N\D] ME$]I\(N/9_5;#T]I(OE\EB-8VCCQUQQM'5.R9+9)WGH]9GMS !D-
PKS]G M^,+D&*R4EG-:3/*B6<4^3VEC$I(]OM+N$?*[]Z=%4]6K6,T>%SX)71^.M:UG(/@5SHTOXZ57R8S+5V* MO^YLA4\362M\+W(QZ>&6)7*K'-7S/-Z5O&UGNE[4G>]LW%_)^O\ *>N1YS"O M]A:@]G!FL/,]KKF(O.8KO8R]B-]M6F\+G03(B-
E8B^37M>QL[)CMCMM*CCR5 MR5WA[(/#V #'OG;G3'\58UN-QJ09'=,I7<_'4'N\4&+K/\<;[73N:OFC6N4[8L4Y)WGNN.7+&.-H[R6>?V'-;3EK>:Q2T;D; M(+,Z=T53 ;3;?WE69RI'#C+RE5>_C;DS8/[Z?DUX<_] MM_S9Z&1K !_%5$15541$3NJKY(B)]*_P @$\|>?
^I2UE+%S2^.L M@^MB(?:U%/'%(US'=O=W1%3Y:M;1M;H]5M:L[UZJK<)< MU8KEK#R-DCAQ>UXN)BYG#-E\3)(_D1EL9X_WV3&S2O1KFKW?7D5&/5R*Q\D M_+BG'/\ BH8LL9(_R>\3DZ@ \6W/>&O5YM:*5XK=$G.5^9-IY
M6RCI)L=BU^#\/R:QN7Q3O3R\3DC:QB^$H8\5<< M\>'N<]EXJOQUTDFR^HV9FKDM>FE56PH]Z++ M>P[I%\-'((U55414BG]TB=T8]G++BKDCTL[8LML<_P"*K>M;)AMNP>.V+-7(M[^*RE=MBM.SR*Z#,3B&U\ENN2@62I4E7QU<15=W:W)Y-C-'->Y7
MN14@A[M616]Y51K>SNV'%.2=Y[KCERQCC:.\EQGM@S6T96WF]@R5K+96](LE MFY_R8XVIX8X*\2+X8XHVMCC:B-:U&HB)OK6*QM7E#!,S:=YZOQSZ\ M@ !_ICW1N:]CG,>QR/8]BJUS'-7NUS7)V5KFG=%%3=%?!9[=/O4I9M6J.B\C
M7EGDL.AIX#:++E6>2P]R1P8W.3*JK,Z951L5IWRE?Y2J[Q>T3)FP1$<=/R:\ M.>9G@O\ 26>)D:P ?F9G,8S7\5?S>9N0X_%XRM);NW+#O#'#!$ MG=5\N[GO>O9K&-17O>]-:BN5$7[$3:=HZODS$1O/1*_FKG[/\GW)\7C9+.%T MF"94]X]-_L[&52-
R^SNYQ\;E29[U[.;715AA[)^&]OM%WXL,8XWGG=@RYIR3 MM'*C'D[. /9O&7*^U\69AN0P-I9L?/(SXVP%]21<7E8D^2OM8FK_+GN M1L_J5AB>TC7R7Q,5S'>,F.N2-IZNF/);'.\=%9>/M_P').M5-EU^9703=X;E M*;PI-FW_-3Y[:,E+D+LOB;#&O[W3H5 MO$KF4\?
5:OLJE6/OY-;\IR_*>KGJKEH5I6D;5Z)]KVO.]NKQ(]/ ,ON! M>I&_J=FGJ6]WI[^J2JRM0R]A7V+NN.54;$V63Y4MK"M]RL7Q/KM[*SY#?9KG MRX(M]ZG>_=IPYYK]V_=_92B*6.:...:&1DL,K&2Q2Q/;)'+'(U',DC>U5:]CV MJBHJ*J*BF%N?[_#"?]%ZCWZ_-
M*.7&8M_FU¥5ZFUC?$'P /TL M3E\I@S!(B*U59)&J+X7L56N:O=KVJK514545,1 M,;3T?8F8G>.JGW 7/M3DRHS7=B?!2WFE Y[FL:V&KL56%O>2]1C3LR*[$Q/% M8KM\D3O)&G@\38L&;#..>*O<_9OPYHR1PV[_.)DX.X M #%O] Z@8..89-
7U>2"WN]]%CH7M;/5UNM,Q'QV+,; MN\<^2GBM9+(W973V[MV:2Q9L2N][Y)9%&U5GFK6:\K)Z]BO(^&>":)R/BFAFC5LD4L;VHK7-5%14[H.O M*>C[TZ=5$NGK].EV>>GHN^V6?'ST;!@]AE='$W-O1>T6-R*=HV-RSD[-AD3_M)NE3PN1)>RRXLV'A^_3NMF'-Q?
1^1*63LJ11HKE1>R(ONE)R6X8>+WC'7BE)ODGE+:^4,R_*;#<JS6\(DB_+N85SW(K8VN7Q25E7V4GFK? M]RN7CEPQDYQRN[XLTTG:>=%3,5E,?F\;1R^)MPW\;DJL-RC<@.C[Y\?0 M M M ?_U=_@ #DQ>FT^=MY_PVNFG]%BO];7)!MTOY MI>]/LZ#9B;0
!++J;Y7EWG;YM:Q5I7:MJ=F6I$V-R^RR>:B\4.0R3 M_"JLEC@?XH*Z^:>!KGM7M*J)OP8^&O%/>E@SY..W#'=AC&=V< !DITT M\KS:#N,.!R=I6ZIMEF"E=9*_]XQN6D5L&.R[/%\F%%D5L-AW=K5A[*]I/4 QIZQ.J+C_*+NF;F+J)M0MY[XKAGBKWMGV"S-
!B=0TW%2SJD+,MN.U9"GC:SG]HV2VFO>J,:Y4]4K M-[16.LO-K12LVGI#D4]4/4IRKU>\]LO09] M>0 '1N]6=])ME>K;IVS/2AS%L,N8YVZ7,+BDUK-Y2S[?,.C9Q+WOFLRV9%PZC'PVXH[L_NWZ?)Q5X9[T? MLV>C.T !BGU3>%_@GQ>OHY8+-ABI\J M.?)R(Z")R>:-
;*Y%1S6J:-/CXK<4]V/W9]1DX:\,=9_9,(W, #R'5= MGR^F[!B]EP5E:V3Q-IEF!WREBE:GR9JMEC7-66I;A]/EJQ: MO#/1ZK::VXHZK-Z+N&-WW4\+MF*7PULO3;,^NKT?)2N1N6&]0FL6CI+RT\O0_^CE,E2PV-R&7R4[
M*N/Q=*SD+UF3\""I4A?/8E=V\U1D4:KV3S4^Q$S.T=7R9B(WGHC5RIR)D^3M MQR6R7G21U%>ZKA,>YW=F,PT,CUJ56HGR5F>CEDF%:Y55 M5:QGBLP)V^2ULR=^R,:F34X_]^D?5LT^3_?G/T9XF1K #T?S[R> MO&&C6+E"1C=DSC[S[QU6(X9Y(@Y/T;'9]?
9QY:NJXS8*T?9&P9>K'$L MTD;$_K7HI&3QIY^%LG@[JK5)N6G9WV\E+%?M*<7F]K'-T #0E] M:1])YE=]Y-C]'/Q#GI:_'O&$N%V/J,R.-M*V/OF]:X\FEK2K':U[CW M&V:UZ[$YSFRYZPV.2..7%L<_9I\>T=I/7R8M1DWGLXZ1U:>)]90 %5/
M0_>D@VST:W5WJG)CLCD['!V^V<7HW45IM:2U/3S?'MN]X6;96Q,$=AMS;^-+ M-M^5Q3V1I9E:EF@R2.'(6/%SRXXR5V_N\G7%DG';?R\W5_P69]B)F=HZODS$1O/1&CD_D+*'MS 9^](O*T MUELW%V;LK(ZM!/D-2FE=W?\ !XU6;)81'*OB>D#7+9@3LJMC29.Z-;QJ9-
1C M_P!^D?5LTV3?_]RF'/CX+< M4=V?W;]/DXJ\,]Z/V95&=H M $Z.K3E>7+9A.-,+95N) MPDD-C9)(7]FY#,^%):^/>K?*2MB8WHYS>ZHMEW9S4="U3;I\>T=I/6>C%J,F M\]G'2.K"TTLH #W'PCRC;XNW2GD7RR.UW)OAQ^S4V^)S9,>^3LV_'$G
M='7,6YZRQ^7B[7L>QR*BHO944FJ3Y M ?Y>]L;7/>YK&,:KWO>J-:QK4[N>5;')^YV9JTSTU?"/FQVN5NZI') Q_AL9:1GN6QE)(T>B] MD5L*1L7S:JK1PX^SK_E/5.S9.TM_C'1Z0.KB S#Z4.5Y=?V!O'F9M* MN#V2=5P;IGJK,;L#_)E:'OW\$&:[>#P^[X2C%1$5[U7-J,>|
<<=8:=/DVMP3 MTE28Q-P >M^6>0:G&>CY?9YDCENQM;1PE27OX;V;N-D2E J(K5= M%$C'SRHBH[V$+^WGV[^|=..|5|GC)>,=>+S1ORV5R&\D]FP]9)9%[(C6HKG>341&M3LB(B(B)3B(B-HZ)DS,SO/5^<'P #_M $USF.:]CE:YJHYKFJJ.:Y%
[HYJIV5%14\E#ZK)TY\J2Y4]I?@D8Y<;EW(BK\J[%"]DJ^7>>)[NR-Q_L[N:_(21_O2^7AKM8G9'*_O1PX^"O/O2G9LG:6Y=V'H(ZN M(#+3I6Y7EU3:&:-E[*_8[M=ID=!97K[/&;'(C8]KX_>C8LPK6UY$[? MU7V3NZ(C^^?48^*O">C]FG3Y.&W!/=G]U-3"W !_B22.&-\LKV
M111,=)))(YK(XXV-5SWO>Y4:QC&HJJJKV1_)!\Z\IV.4=TLVX)I/L:PSY\=K M-95>V-:;9.TV4=$Y&*VUEWQI([NU'-C2.->_@[K1Q8^SK_E/5-RY.TM_C'1Z M5.KD S)Z3N5YL'GDXXS-A787897R8!\K_DXW.^%7NJ,5RHC*V98U4\ M/GVLM9X4[R/4S:C'O'''6&K3Y-
IX)Z3T4@,3: & ?5URM,ZS%Q; MA;*L@B96R&VR1.[+-+(C+.,PSU1W?V44?@M3-5.SG.A_DN1=FGQ_P"_2?HQ MZG)_OSCZL$C4R /9_$?).0XOW+'[!7=++C)7-I;!CHU[MR&(F>WX0U MK%:R%*[5R5*ID:,\=JC? MJP7:=F)?
%%8JVHF3UYXW>7>.:&1'-7Z44F3&T[3U4XY\XZ/M 'A MG(.Z8_C[3\WMF11)(\755U:KXT8^]D)W-@Q]%CO-46S;D8USD1W@9XGJG9JG MJE9O:*P\WM%*S:?)&79-BRVVYW*;'G+3K>5R]J2W;F7NC4<_R9# Q5=[&K6B M:V.*-%\,<;6M3R1"G6L5CACHF6M-
IXIZOPSZ\@ *D]+_*TV]ZG+KN:L MK/LNI1UX'SRO\4^4PDB+'0NOY5=(I@SX^"W%'=E0P M9..NT]Z&4!P=P Q"ZKN5YM5P$&B8.TL&]$7NU4.AF:4=J)KE19*\OG':IS]O)+%* MU&^&3MY>-B]NZ=E69:LUM-9ZPIUM%JQ:.DO)#R] !)[J-Y7FY%W M.?
&XZTK]2UB>>AB8XW?O%^XQ?97\T]$\]I?A$K%9 JJJ-KM16^%9']Z&#'P5W MGO2GY\G';:.[#'<[. #*KI;Y7FT_;(]-RMERZUMMJ*O DKU]GB]@D[M14K4?B7PQPY%?#7F1$3NY8GJJ(Q>^?/CX]\4=Z&C3Y.&W#/=G]U/S"W@ M !X1R+N^/X[T[-
;9D$25N.K=J=3QHQU_)6')#CZ+%_"1)[+V^-R(Y8XD M<_LJ-5#U2DWM%8>+WBE9M*,^Q;!E=JS>3V'-VGW,IEK4ENW.]7=O'(OR8HFJ MKO95J\:)'$Q%\,<;6M3R1"G6L5CACHFVM-IXIZR_%/KR J;TQ\KR[] MJ4F!S=I9]HU1D-::>:17V.<-91OC2I)X%_?
V'8]$5JKV^%*_NWO$Q3;I\>T<<]98M1DWG@CI'5AN:64 M ![MX(Y3L\8;K4L6)WIK.:D@QVRUNZK$VJ^16P91K/-/A&)DE61%1/$Z) M9&)^'W3EFQ]I7_*.CKBR=G;_!GJKTQ[9&M>QS7L>U'L>Q4S>.UK"Y3/Y>=^,P]&QD+LO9%
[WJC4\U0^Q$VG:.KY,Q6.*>D(ST99[D=;E6. MA2\:OBQF+BY$3VDKG/5.[E*=*12O#"9>\WMQ2\&/3P M H=TD9_>2;$QN1+>(\;O-ZXUSTD@;W<[V#G M-3LR%J)CU&/:>..GFVZ?)O'9SUCHS;,K4 &/G49RI)QKI2PXF?V M.T;.Z?&X5[%_?:$#(VKDLPSS14?
2BF8R)?/M/*QW94:Y#MAQ\=N?=AQS9."O M+O2DVYSGN<]|E_R'P #]'$Y;(X+) MT,SB;)LT2*JN]A*Q M5\U4F9*3CMPJ>._'2+>;V,>'L 'J_MF#D6MQCHV3V-WLY,D]$QN J2^;;6:MQR_!4>WR5\%5D;YY4[HKHXG(BHJH=,
M5.TOP^3GDOV=.+S1TR62OYC(73=)C7)3(_;-=6'&9_OV1]KNQRX_+> M%/?>CJ]]')V M !\&6Q/(R&""-\TTTKD9'%%$U7R22/=V:QC&-5 M555[(B 1]YNY1M\I;G;R+))6:[C'S8_6]3U

/8_LZ]+%[FW,HYB2R?2UO M@C[JC$5:6+'&.NW]WFFYD]%%S$V@ M M_];?X Y,7I MM/G7.N7_WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9: MM-X<^_| $-I?\-KII_18K_6UR0;=+W)]V M+5=Z/8]4,_AM=2WZ+%CZVN-QJNY'N:7O3[.@V8FT]9\Q;>_1N-=L
MV."18KU?&NJ8M[5[/9E,I+'C:S[HKEJV+3951/XL:K]![QUX[Q7R>,EN"D MV\T8U55555>ZKYJJ^:JJ_2I32W\ 65X3V^3=^,=3SMF3VN06@N-R M;U7O(_(8B:3&V)Y?->TESX,DZ_R2I[O.)\WM0YN@ M TGO6\NJJ]1Q_3%T5X').KULTW*]1W)-&&9\4MRG1LY?
CWBJ&=L?A]MC) M,C%M$TD4BNC?9J5Y/#XX6.37I:];_1DU5NE/JT>#6Q@ %)?1$]561Z M./2(],7,+,G\6ZI9Y%P_")_M99&4)^+^3[4.E;E8R$4;F_"V:[0RZ9BO&Y? M"E[&P/7\%.WC+7BQS'FZ8K<.2)=<,F*8 1KYKV^7=N3=KS*R^TI
MPY*;$8E$55C9BL0]U&HZ).Z^%+20NG"$>>R9EMQWF?)ZJ M.CF 9Z]%VWR.^RS1;$KG,8R'9\5&JHJ1IXXL;F$;W^4C7NDJ.1]>2 M+XE]ZKWR:JO2_P!&S2VZT^K/0R-8 Q/ZO=ODP7'E+7*LGL[.X91* MT_9>SEQ.)2*]>1BHJ*BON/JL=]"L>Y%]YHTU=

J[^D,^IMM3A\Y3&-S M ?O:OL%W5-CPFR8YRMN83)U,C"B.5B2_!IFODKR*GFL-J)'1R)[G,>J+Y* M?+1%]S6>DO5;36T6CK"WV-R%;+8ZAE*3_:4\E2JY"I(O9%?6N01V('JB*Y$\ M44B+[U)4QM.T]52)WC>.C[H?0 !*O]JW"39>4KN)CE5^.U"K!A:S$
MD8R[EIT:GX,WPJ9('_C2NTH:>O#CW\Y3]1;BR;>4,:CLX &6 MW2!N$F'Y!NZI-+VH[=C)?91*O9$R^%CFOU9&]^Z)XL?*:J>7B56^?R41<^I MKO3B\X:=-;;_#Y3"F9A;@ !Z/ZF>;L)TU=._.'4#L;(I\/PSQ5O7) M-JE-
*Z!,I)J.N9#,T\+'(QKWI9S=ZI%4B1J*YTLS41%540^UCBM%8\WFT\-9 MMZ0XW/(N_;5RMR!O'*&]967.;MR-MVR;UM^9G1$FRNS;9F+F>SN1D:GR6.N9 M._+)X4\F^+LGDA5B-HVCHES,S.\|7AH? #IQ^K4]5E[J2]&=I.H;+
ME9:X%R4UR9\M^QJ&)JX[9N,K+_&Y_;'XW3-B@PE94[=VX5R=NZ*J MS]17AR;^4\U#3VXL>WG')L"G%W &)75_NFT#':S5F6*UM^46.P MC7*US\/ADBMW6(K51R>TO35&K]#F*YJ]T531IJ[WXO2&?4VVIP^J99N8 M #R#5-
AN:ELN#V6@Y4MX3)T\C&U'*U)FUYFOFK/5/?%:A\4;T^ECU0^6K M%JS6>DO5;36T6CK"WU"]6R=&EDJ225K<+)X)$3Z$?%(B_\ M&2IC:=IZJD3O&\='VP^@ M M M M M P)ZT-PD1^J:)7E\,2QR[1E(VKYR.5\^-P[7=NW9L?L[;E:JKW56KV3LBKKT
MM>M_HR:JW2GU8&&MC /;'".X2:1R=JN8658J-C(1X?+IXNT;\7EW- MI6'2I_&94?(RPB?U\+3GEKQ8YCS=,5N#)$^2R)-4P M #Q MW;]@AU35MAV6=&OCP6&R.4]DY>R3R4ZLLT-;NBHOBLS-;&GFGFX^UCBM%?67 MFUN&LV](1$R%^WE;][*7YG6+V2N6;]VP]>
[Y[=R9]BS,]?I=+-(YR_RJ58B(MC..B7,[SO/5],/@ !6#I>V^3:N*,77M2NEO:K:GUF=SU17NK4V0V,4 MJ)[_&46+MQ0-7Z5A7\1/SUXYJ]^Z(B]L%>+)'I'-QSVX<<^L\DD MB@G 'V*EJS1M5KM..2M;IV(;56Q$Y62P6:\C98)HW)YMDBE8CFK]"
MH.O*>C[TYQU6UT798]QTW6MHC*?'>'I79V,_!AN/A:V]73W^5:ZV2/_+%) M=Z\-IKZ2J4MQ5BWK#RP\O0 F_P!9&X29';\)ID$R_]=QB9&[$UR MHUV7S'RF)*SOX7K6Q<,+HU7S;\(>B>]>^W35VK-O.6+4VWM%?*&&QI90 M #(#IFV]^J]&/*-FNUI%BR&5ACUW'
M/:OA&1\4T,C)8I8W*R2.6-R/CD8]O9S7L5J?R(2[UX;S7TE3I;CI%O M6'G!Y>P !C_U,;A)J/%&92K,L.0V2:#6:;V.5'M9D632Y%R>'LY]+ MB:L[/$GX+GM^GMW[8*\62/2.;CGMPXY]9Y)+%!. /LT[=G'VZM^G, M^O?*>C[$[3O'5;?2-DBW#3]:V MB)&-
^/,-1R$L4:JK(+4T#/AM9%7S7X+;1\?]]I+M7AM-?14K;BK%O6'E)Y>@ M #\W,Y2M@\/E'QM[*6W=^WAK8^K+;G=W\^W:*%3[$;SM'67 MR9VB9GI"'^?S5[9,YE]@R,W82W+[2YI^3EQ!B>YL<#4,&HKPY-_*6_3VX];3UAE&<&@ M 3_
.M#;Y7WM5T6"54@@JR;/DHVN56R3V)+&-Q37HB^%'UX]]EW94[]IFKY M)V][-+7E-_HQZJW.*?5@L:F0]Q<"[>_3.5-5R*RK%1R-UFOY5%54 MC?0S3V4U?-V[*L5.VZ&Q_?A3W^Y>>:O%CF/-UPVX[MY*][E^DIXZ\ M%(JF9+<=YMY/71[

|<,5J."1&HG;QSO7R5?/'J]\XM]&W36Y31G&96H >G^>-PD MTGBW:,K6E6')6ZK<)BGL=X9&7LP_X'[>)WGX9:=5\L[?Y8CIBKQY(CR

Q[%5KF.:O=KFN3LK7-5.Z*GN#ZM- MQ5MKMYX\U39Y7M?;R.*B9D7-[(BY6B^3'Y1R-1$\#7WZLCFM^AJI[_>LS)7@ MO-5/';CI%O/9[!/#V)\]9^X23935]%KR]J]*H_9,DQ]JTDN6WST M,:R1/XKZM:"=R)]*6$7\1LTU>4W^C'JK]?BB>O9L]J*%WP.L]]T5$L
MVU9' P!C'JE>*T5]7F]N&LV](1)N6[.0MVK]R9]BY=L3V[=B1462>S9E=-/, M]4[(KY97]Y?Y5*D>KZP? "M?31M\FW<3X3X5*LU_7)9 M]8N2.=W<]N-;#)CG+_&\L1:KL55[JYS'+W_%/SUX_CB[M
##KK'W"3%:=@]0]RN9+M61DM7T8[\+%8/V$WL)4145&V,E9@>WO MY+[!R&G35WM-O1FU-MJQ7U3;-K" >5Z-M%G2MOUW:JBN]IAW%DGTCDQ_.K MB 9E]&VWRX_;LYID\O^XMAQBY.G&Y55&9;#JGC2)O=$;\)QL\KI%[M*J_!V?B\LVIKO6+>
<-6FMM::^4]/&)M M !-7K$V^3*;SB]1AD_W%]V+CLV(T7WY;-M9:D5Z(O94CQD=;P=T[I[1_T* M;M-7:DV\Y8=3;>_#Y0Q -#, 9&=+NX2:ORKBZ$DKFX[;89=>N1^+Y M"V9D^$8B7P*J-69N1A9$UWO:R=_;WJB\<]>+'OYP[Z>W#DV\I5=)Z@ M
#'3]BW!^]\4Y*I6E6*_M=]#6X'-7Y;:MED MMG*O[?3')C:LD"K]"SH=L%>+)SZ1S<<]N''\YY)0E!. /NX[(6\3D M*.4Q\[ZU_&VZUZE8C7L^"U4F9/7F8OT.CEC14_O"8B8VGH^Q.T[QU6ZU+8(- MKU?7]EKHUL62/J'Z;#+]?$CV_F6K3>'/O_ M !#:7,[2 M
/QPN!ALR.BKS9K*4<7%8 ME8WQNCADO3P,ED:SS5&]JH@'QX3:=8V7X3]CFQX'8/@7L?AGQ)E\?E?@GPGV MOP?X3\!L6/8>W^#O\'C[>+P.[=^R]@_> 'A-CDKCFI/-5M; I-:S6EDKV M:UC:L%#/7GA>L-IV\CD; M=:ACZ%:>[>O79X]M.E3JQ/GLV[=F=\
<%:M6@C<^21[FL8Q]]]HB*H$S>0_3/ M^BQXNRUO![9UO\'29.A=DQUVOJ.PIYW'8K*P_%^R:_+5FL\-NKW6 MT6CBKT>X#X^@ !]+)9+'8;'7\OE[]+%8G%4K62 MRF4R5]"CCL;CJ,$EJ[?OW;4D5:G2IUHG22RR.:R-C52>EHVV;7]V#TS?K:P5I)8X\) MD+
[YHF+)&CF)XCI.+)6.*8Y.<9<=IX8GFI&H>4^H M+@3@NM%=YMYNXAX=ISPML06^4^2M,X^K30.=.QLT4^VYK$120N=5E1'(JM58 MW?U]]OL5M;I$R^3:L=9B'JS3>O7H8Y%R\>O\?=:'2=O6>F_J.$TW]+X?V?+R M]VO=^]XW";C>NR=VQN7R8ODU?Q*?
9I>.L3M[/D7I/28 -EB>7H QDZJ.LKIB MZ)M!]\F]4G,&M<1:?D>V[9;=:LU99F M4*-ET$7RY/"WS/5:6O.U8WEYM>M(WM.T/FZ7.L/IFZU./IN4>EWE_6.7M+J9 M'XHRE[!LRN,RN RWL([3,9L^J;+C<)MNKY&:I*V6.#(T:LLL3D>QKFKW%J6I M.UHVDK>MXWK.\,E3R]
<^3UO/\ MAM=-/Z+%?ZVN2#;I>Y/NQ:KO1['JAG\-KJ6_18L?6UQN-5W(]S2]Z?9T&S$V M@ &(W65?FK\;82E&]M9D-OI)85'=D?#5Q67G;"YO;Y2.G\#^_?R6-/ M?W\M&FC[\S\F;4S]R/=,\W,(I-T8Y%\^@[+C'JKFX_:WV(NZ+\B
M/(8K'HL;5\2IX4EIN=V[)V5R^:]_+%]8^_$_)NTL_3(;9HF!SUU\SFJK72NLY!RN5%[*I*M&UICYJU9WK$_)[M/ MCZ ?B;-D'XG6]@RL:]I,9A,KD&*B>)4?2H6++51$P8^?Y:-18VX.]D6(O=%\?>QCV(B=T\^WXNR\=1&^*7?3SMEA6(G] M
G!UI9&27=]3Q*JOL]6].R+$[?)23*9>_6D5%\2]U5N'9W^2GN3S M7W)MTL?T"Q,KE?'@8Z"*Y?$O MLL78L8R!$7R^2V"HU$3Z$3L3;GD79C M<-JRSW*]V3V/-WU2=D[(5:QM6(^25:=[3/S>,GUY M /8_$&1?BN4^/KC'^S1-NP565_?LC:V0OPX^VJKV=\GX+9?W\O-/Q>
M]/&2-\I>''76T+^\Y/A_0H MITG9%/)3S'+^E7\]2KQOCD2R[(ZWB+E>5B>%4KRR/145B';!&^6''/.V*7+D M*"<-U'U/#D"Y!MO7-Q7-.^3'Y/7.$.0,?5) MZ.1D;\C!L-%LB.1RO2]SP]WPN\6751RB6O2SSF&\N8VP 3Z,?EZE]5.Z.;X
M4DBJ.:ODO='*G;S[IVT\;Y8<=1.V*4G"@G #/+HFOR>TY#Q;E[Q* MS7+\35>B>"1'9BO85&=N[O:M6+NO?R\"?C\LFJCNS[MFEGO1[,]S(U@ M 8*];.1>REQ[MB6O3V=BUL>1GB1R=T?3BP]:]]S>W?LK;TR(O=/[MUL8]MTGY)]
[AW&5WN5R8C,YS&L[HODQ]SXT1O=?PD17T M)MD]X4-/.^/VEDF<'< 1RYXORY+F#?[$R]KX_-03Q.\2^RQ4 M,&+@3NOT)#3;V3Z$\BEBC;"LFY9WR3[O49T<@ #]+#Y!^)RV+RD:N M23&Y&CD(U9YO1].S%8:K4\3.[D='Y>:>?TH)C>-
GV)VG==/*.7R[>:F#4QMD]X;]-.^/VEE&<&@ 8(=;.2>V#CW$,^-[)(W*R2-S7L>U>SFO8OB:Y]^]%:]=T#ZNMB+]Y'%8S M(*WPK?Q]*ZK>W;PK:K13]WMW-WZ!\?0 #Q3>\ MC)A](W++1*]2XO5-AR,:M3NY)*.(N66*U/$SN].B3M\IO]]/>>]1O>
(^-51F5P.7X^R_0<-1&^/ZN^GG;)[PJ@8% 87]:>1?%]&GXE']F7MCM7W ML1%^6N,QLL#.[D\NS5R]^2^]>R_1Y:=+'WIGY,NJG[L1\TYC:Q " MG?1WD7W.++].1_B7$[=E*L+._=65K%#$Y!]HG9.S7VK3#]8VR; M^L-^FG?']65QG: !(OJ4R+\CS1N;G2(^.G+BL=
U'(YL3*>%QT=\LO11U<0 #Y89I*\L4\+UCF@D9- M%(W\)DD;D?&]O\K7-14#ZNOC+B9#&X^^WMX;U*K<;V1R)VLP1S)V1WRD3L_W M+YD]8VG95B=XW?=/CZ 8X=5N1?1X;S$#'^#XVRN"QSNR]G/8V_'DG M,:O95^4F.\T14]M[_1W1>^GC?+'RAPU$[8I^:4IO3P
!GYT39%SJW M(6)>_P"1#/KF1@C^4]>*S'F*UM_N*>56%/?W7_B7MDU4=V?=LTL\K1[,[3(MU@ "9O63?EGY,PU%55]>7A5\;(VK_P!> M?\^W::/N3/S8=3/^Z1'R8D&AF %H.'1[D M5'/DHTX]+Y'=W.572.K]]KW\U7OV3W),RQMDF/FJ8IWQQ/R>R3P]@ M
"^7RF6RV4RL]]LN2R-W(2*[\)9+EF6P]7>;O/Q2+W\U*T1M&R3,[SN .# MX >W.!LA+C>8= L1*J.DST6/7P^2^RRT$^+F3^\L-QR+__"'/+&^. M?9UPSMDCW6-)]D ",W->1DRG+7(=F M155T6U9;')XD[+[/#V78F)/PG_)2*DG;S]WT)[DIXHVQU]DS+.^2WN]7GMS
M /WM6ORXO9] MLQ\G]L[6B?FN62E4 & W6SD'K-Q[B MFR(D38MBR$T2/15<]|\16K2/9V\34C;'*C5[]G>)WXC7I8[T^S']I[L>[\U ML@ K+TN9%]_AC6HY%5S\;:SF.5RIV561YBY9A3\2I'!::U.WT-_' MW59^>-LLJ."=\4,A#B[M M !__]#?X M Y,7IM/G7.N7_
WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,N MI\2/;^9:M-X<^ \ $-I]/LRZKNQ[M<_P! 1U]_N%.O;2OLNS7Q;P?U"_%_"_+OPF?V6+P_QUDH M_L!WZWXD6*'["MOFB^$6'?U##WLAV\W'?-3CIRZPX8;\%^?=EU+BF*G'>*^3GEOP4F?-R81NY?
M,9;)69KN1RF4R5F6YD,C?N6'R3V[MVW,^661[G/D>Y7*]]]]4DUVG.+?][+C MG\Q-1_U?QY*G]]QT>=GQ] #36];2ZT.2N/-.X$Z,^/ME MNZSK7,F'VGDOFIN)R'P3(;7K&!RV.P6C:?>^"V&7$U6YFXLGL4]]
M(KD@F8NK34B9F\]89=3>8B*1YIH^C!]6GVGKKZ9M1ZI>5NH]O".]\FMS%KC; M3-;XY9O>RY+ 8G/7M?\ LGV3*9'<-6Q^"AR-W#V'4Z,,%U\]1\5A\|*K[%W3 M)](I;AB-Y<\>GF]>*9VAO$^CWZ.\9T"=(/$725AM[O\ )>-XG^S[X-NV3P-?
M6;V:^SOD_=>2YO;X2KD\S!2^+9]R=4;X;,GM&5TD7PJY6-R7OQVFWJUTIP5B MOHS./#V 'YV7RE+!XG*9O)2.AQV'QUW*7Y61OF=%2Q]:6W:D;%& MUTDKF00N5&M17.[=D3N!(+H2].3T6>D0YNL\ \ X[FNKO572,]O\LN_Z+@]< MP7Q%KE["X_(-;D,?N>>L+?
6QGH/9Q^P1KFHY5M;@O/]3G2)U*]/.]Y^I]VS/ MS&U:SD,5CG9CX+%-:3"SVK#8KBQ,DE2]^16,;QQ5FL=9A MH.>CM] /Z2S]?7!N9Y;XAR7!?'O _,^A\H[ERW>VW4KN)LX[C?;,9ML&.X[MNZOL64N['G=J=AVU:4U6-T-%\Z36UB2-8W;5>3UI5,I= MXBU+8(I4UW
:G5NML8^#D3:*3'7'V[,,OQ3BWUY8&+9MPV*>G!AB_P!^W=9L M^::?=KWFO#T2>@9](-Z3_7V]47(?(>.XXT/D.6;*8WEGG_.;CN?)?*D:Q(V+ M:,%A$CR6<3#W;36B/NS$L0_1H>F@ZPO1<HFYR)N M'3MK&U?:_P"6N!>3(LK=WCA5N)R/Q5F+G%\6P6*^8TW/Z?+%
(LFO.D9A[[&R MPO@ALOANU_>3%3)>]>]ZO&/+;'/#;N^CI>:=MVM<@:C]V^:7F:6QZ=NVN8/; MM3V^&O67'9[6MDQE7,X+,T)7-8Z2EE,7=BGBB]D])Q,3M/5OB=XWCH MUA_66_1C]5771KO3ERKTO:S]M')<&P= MO8S'Y]2G-
JCJU^E'A.>UJ9U>*9&S>#1I\E:;Q;ENSZC':^TUY[/UO5I_1E] M4/0EH?41R;U/8:?C3.<^3\<8O6.';.7H9#-8G#<=+N=E^W[C#AKV2Q-')9J? M<_84*BR_#:D%>=UAK%L,8UJ,E;S$5\GW3X[4B9MYMH4SM".O7AZ<;H]]';S9
M1X#Y\I\SWM[O:)@N0FNX]T3$;%A(,)L63S^+QT$^1RFWZ[+\9>UUV:22..%\ M;8WQ_OBN5[&=:8;Y(X][;.5\U,<\-M]U=L'EZFP83#YZ@DJ4CV/5#/X;74M^BQ8^MKC<:K MN1[FE[T^SH-F)M_,/.L^HZ30-9NI&CD][=' ^1.ZNC;7^I6-HC MJ,\O+VE+$TYI/E=_/Y-
JGEV\O^/RQ:J?O1'R;M+'W9GYLS#,T@ #E MX>LGZYD<)Z8CJC_7LEJ/25TN:IF8O8 M9C6.G3A+7LK#X+$?L--8QMZ+V=J"M:C]G:K.3PR1QR)V[.:U>Z)+MWI] MU6O=CV9%GEZ /&]R[27]0V]C%_5;FMYRI'V3Q+[2QC+4+.S>Z=_E/ M3R[IW/59VM$_-
YM&]9CY(=%1* 'OWIBIK65+#RQ0]R')U $,MFIR8[9-AQ\O?VM#.9:G)W[=_:5;]B!_?P] MYO?Q,7W*]%6L[UB?DE6C:TQ\WX9]>0 #SWBRD[(\E\?TVHY4FW+6_: M>!41[8(\O4EL/:KD%K"6]_"! MOK,.HS;-Z(CG;*003SKHN[\'[=
(D$C&^RAEY8U;4)IYHE:Z2Q!$S;%5S6=E9 M_5%7P,<=M/.V6''41_N4N824$X ;E_]>6]7K?+?7!O#/&F-P/'7# M&]6/WI]QOO;;LN]9>I^_K.U[7Q5])G^0V-Z.1_=7,[-1^753RB&O2QSF?DWN M3&V ":O6=6E;R/KEM6]H)])IUHW]E[.EJYW/RS-[]O"OA9/]UG_;R>A#]X@

MVIKO6+>C5S]!/U=IT<^DMX#V_,91V,X]Y5R+',><;=V?9QOBHE.R#T,?P)>CO M]%CI\^]7427?OS[R]U[L>S*<|O0 Q\ZI.EWA;K)X/W;I[Y]U*#;^.MXHMAM MP(]*F9P66]]LV&VO5*O5YM6 M+QPVZ.<%Z27U?CK-Z%,SGMQX_P!9S74QTW1V9[6*Y.XWP=O)
[9]N)O6:4352;*4F7<&]B,D?9K2R_!8]V//2_*>5F')@O3G'.J(NB\@;[MQ=L^,W?C/=]NX[W/"R^WPVW:+LF9U'9\3/Y+[;&9__7]?2]CF0R8WF3 L][K#0:U/%%C M.2M,=@,Y8R#Y&]_A6#C;3X[=.4NU=1DKUYPV7ND+UIGH+YY MN8G5N?\ [OTC[GD?@L"Y+;?!R#Q"
[(67QPLIQY2V2-1W#4N0-:PNZ:'M.N;MIVR48LGKNV: MCF\9LFM9[&S=TAR&%SN&M7<7E*,]M7PRP2OC=V\E,\Q,J&?PVNI;]%BQ];7&XU7=RCVX7 >;5?'?N,D62\C%[]]8ZG')*B]E;[M5K&N\G'7#3COM/3S[G.44Y_D/@!"#UAC^!=QC^E!I?U48VT)Z]8/)$MO*T.-
;,8[4\8ROF-C M]F[SFR5B-9,9CYNR(O@IT9$L*WNK7NL,7*-#9I]IOSX(Z>;" U,_M@_#_3'NCQ[%5KF.:O=KFN3LK7-5.Z*GN#ZKWP#R+)R1QY MCLC>E23/8AZX//.5>[Y[E.*)T.0=W[*]Y&G)'*]>R-]LKT3R:3LU."^T=%'# M?CIO/6.3W8$_#?AGI*H@;P
PTZO.2),)K^/X_P_78=%?V9BW MLVZ)WA?%K]>5T<5553LY]9:]&]+V7SBKO8Y/"_STZ:F|\<](9M3?:O!'6?V3 MA-K"_4_Z4N2)=NT]?5LI.LV9TOX-4AED LI(F+>KGN57OH.@ M?6=V3LV)D/?S=YX=13AMQ1TEOT]^*O#/6/V95&=H "2'43R1-R%
MR%D&5I_'KVL2V,'@XV/\4,OP>7P9'*)VP_X4.-?]]70-:?T2GSB73)^=&T_5SN0&_. M ?NZQL64U+8,3LN&F]ADL-=BNU7^?@-B]O(F6K-;36>L*E;1:L6CI+R(\OH CWZ?;YH M3K6_,C1OKBXY.N'Q8]'N[/1*5 M0 XBY62'74]$9\V!T%?HL\/?ZGXTF9?$M[[F+
MPZ^RBAX>P Y27IVNF*AT]>E ZEM-U['P8S2>0L_1YSTBI5B2O4KXCERDW: MY\QCZL,?[U'6]1HQ&M[,;2PVXL<3Y]$W-7AR3$=&R1ZH-U M"WL[Q#U8]+V7O^TK\=;OI7,NEU)YFR3_#DK%9+5=UKTHW-]K#CL5D] Q<[MF(Y8DL95[D:U\CU?GU5><6:-+;E-
6Y*96IQ[>H_]/ZAZ74/SU3I\]&.4=$NUK M<4\YZNE/Z"C8M@VOT3G1ML.TYS,;+G\GIF[2Y'.9_)W%D;5D>Y48QK4\D1GYOE0P^''LK6CW>;=V?9R(?W3/4A^4%S=^M??/V\4^&OI"9Q6]9=A+IOM6;O3OP+=NV)[=R MWPOQ=:MV[4LEBS:LV-'P4L]BQ/*Y\LT\TKU<]
[E5SG*]]]]I+MWI]U.O=CV? M!U-?P;NH+__ARO\ ZAYX5[T>Y;NS[,,,54IT4O30>L"1]&&MZWP-TL?8ILW5 M?NVC:]M>Y[/>9'L6I]/F)VW!XS-X1S\1+')C=]Y SF-R7PO'T;3W5*%18+=V M"S'8AKRX<6#C^];N_NW9<_!]VO>_9H$1N>>5=\Y=W>^Z7VNQ
M[_LV5V6_!!+,^?XOQ]Y*S/#A\1#)(OL:=1D%2!O9L<;6HB)MBL5C:L;0Q3,V MG>T[RN;ZKE\Z[]/^!'F;_0V...H\/ZNVG\7Z.BCU-?P;NH+__([=;NS[.,,54IOM=;'I\<3T"]%W2/TS]+\6N;QU:7ND?IVGV[.YNLN7TW@ M3%9?A;3[.+LY3',EAK[+R3D:=F.U0Q0LCBZ]I__-KK
M^JZ_2N4=7PJ/8C8]>.IU:<:-\+(VHG9-412DU.VK6RW(?&&[:5C;%E_X%>"]LF#QM6:=W9>S&O5R_B/L6K/ M28?)K:.L3#W3T@^D%ZO>A;<*&V]-G->WZ36@N,M9;0Y\C9S7%VVQ^T:^Q4VS MCS)33:SEFV8T?EQSCMMY-
^+)&2N_FK(LK;]NX[7TS^CCVBC@=8UZ>YK^^=4N/@@R.=V;,_MP.EIY7#\)NN1SXW#ZQCWHZ)=E6*:YD)T]IC'5]\45V]LQ:>-N+)U]&/+]WX M40S?>M/G,LQ['H>/2D5M>39Y.@_]5=C59))\&K\:YFWL/ MAC=*QR+]-6*;:T>]PKX6_
O$]%:K45'-5?/:X_Q0]=ED_#+":.7F/IYY'\44 MG)G!O+NC9%O=8W[3QGR/I^7A\$C?-]X39]?R,7R7)_496^2_B/7*T>4P\L,[KRSONE]%_7GL5;.[;M]FG]_"'436_8)5 MH7\UGWHRIB,[%''9N7ECKWFSV+/PPRYL$1'%3IZ->'/,SP7Z^4MT,R-8!QA> MIG^$AU!?
X;N5_P#7S/%6O=CV2K=Z?=LU=1WK#&Y<,^C_.BWHUZ)LYCL1ROK M?1]P%]/./.^-9%D9^.< M0BEDHYZX(F\WOTWG9HMGF*12G7:-Y:Z"G3QUH];&S[3N?&O$'45U/[5=R,U M[>=ZP.I;_P_J9";,31-
EDM;CNK:F81,K:C1O9U^VDT]]U$\2]B+WFU*V19&=VIXV]T7K;NS$ODTM7O1,/:/0QZ2+]S]'IR'C]V MZ>>3,MCL Z_!9V_B7/7+V7XFY!I-DC^%4=HTV2TR@ER>NUT<64I_!RWE.*I:+*SYU]5(V:[8@N)66Q8@HR8NQMVG!^OR;NV MKV?:?I\V@%UU^E!ZS/2-
[S\|YY/&M=]%QZ2';,_M!6V?7NA7]MR6#N0/M4KS."^1(/AU9K?&EBC6M8&"W=@F;_4GQ1O;+_$5PG)C MCE,P=GDF-]I8D;5I_)G#&Z2Z]NVK;UQ1R)K%]M9FP>U838-%W37KS%;8IV)< M9E[N+SF)M,5&R1/5D;T\G-7W*>]XF.7.'B8F)Y\I;+.H#<+L][?-
VO)/BHZYK?)6RV9);6X:3G\BZ.I%EKZR9+_M$V[#7VK,N/[K1RYL$;<=.OHU8<\[\-^G]WS3&V '+1]8V^>8ZQ_| MD>O^A5N#RC@*/K^Z=G\6?I^S8[]4^T[5N0_1\=7^@[Q@<9M6E[MU"[!]>VZ MSF]L=W#[#K>P*Z!B-MRPS,7R=&]4.&IG:\3'79WTT1..8 MGINU5?
2\^C@VKT:75SM'$_LLKD^&-T^&;UT^;M?8LOV0<=W;KV?8_DL@Q]5[_M&X5;VBEF\$%[V,4%ZNU=&+)&2N_GYL^7'V=MO+R;+_]NGI3_LIP/W_M-OF_8O'L6]TODW/C(U_'/D];S_AM=-/Z+%?ZVN2#;I>_MY/NQ:KO1['JAG\-KJ6_18L?6UQN-5W(]S2]Z?
9T&SVMGUOS]$MY'E3I,Z5_ML?;DCQNIZ)M//6TU(I4=7R&4WK.V=_TM]]).L[>_HZ%G%B\T6]MSBOU3=]6=Z6:'45Z3/3]VV3&QY#4>E[2\]SQ9BM0I)0L;IC[>_M,U+C2NYW@1Q.U[1'G]G96?ON#5>ZHU6.Z:BW#CV\YY.>GKQ9-YZ1S=-@G_M] ,"^]#T870?UG[_
(OE+];Z==8Y6W_"ZI0T?';-E,_O.$NP:KC,KFLU_MC\0^+5-IP-.S%5R>PW)622Q/F3VZM\?@:QK?=+8Z6G>T;R_.Z;/_M16]_/2!R4SE_INZES^<^Z]?T_MIN8O]<L]5R^:CU+__W\S?Z8QICU'B?1LT_A_5L4G!W_M_#BF\F?
[X_('Y[;7_IZ^5HZ),]9=2[T!/S0G13^9&_7%R,3LWBRHX?"CV6 M$.3]_-)_P!;^Z?,_=Q72'U1XC'3VM>P,^^<'[SD(X7/CQ5W..QFZ*Q=QT4,LL<,_MDCDT9*=I3A\V?'?L[\7DZK?3CU/</"]6_&.%YAZ=N3]6Y1T/-P5WID]CW_MR?'H M ,6.N?^!+UB?HL=0?
U2[<>]=^/>'FW=GV<;X])3L\],O\ !NZ??\"'%'^H M>!)5N]/N]U[L>SW>?'H M !/#K Y(DO9BCQMC;#FTL.V#*[$D;NR6,K:A23&TI>WFZ.A1F296]U M:Y]AO=/%&BILTU-HXYZST8M3?>>".D=6$I]90 '^V/?$]DD;W1R1N:^ M.1CE8]CV+XFO8YO9S7-
8S*W96R9W&.=A,_V\G29" ME'$K+KF^7;XRIR1S.5$1B2O>UODWLD[+3@OM'3R4<5^.F\]7N8Y.H M ^K=N5L=2MY"[,RO3H59[ENQ(O:."M5B?//,]?H9%%&KE_D01&\[1U.G.>B M+W)N]W^1]TS.TW5>V.W.L&+]/7RQ^'K.3YGO?[W*4\= M(I6*I=[S>TVEX">W@ !
[(XGW^WQKO&'V6!\OP)DS:6,E(O6:^;ICO-+Q;R6;K6(+E>"W5E9/6M0Q6*\|3 MD?'-!.QLD,L;D\G,DC:-L&US(R2;'U/!C][_=:RUM[M:N-KN1%1RQ.MRM=+X?-L37.^@]XZ\=X]\9+\%)LC#DLC>S&0O97)69;F0R5] M>]=M3.\Y\CU4IQ$1&T=$R9F9WG]^B'P !E-
T]IWK#DP.Z21TF1O #\?8/PN.MY*T]>'QNBJ0OF6.)'*U'33*U&,;W^4]R)])]B)M,1'67R MTQ6)M/2$5=SVS*;QL^8VK,R>*]E[;[#HVN MS#;%'W_>_@%N1K8KSF^?9^+M*R?Q(BO6-KV)^&O?GEIQTV\XZ.N&_!??R\U@ M45%1%145%3NBIYH]+]*?R$U2?T QKZH.1Y-
'T%V)QEA8,]N3I\3 M4DC=X9]N*CC8N:NQ]GRF/]A,RNUR=G-=8\;516^7?!3COO/2'#/?@IM'64]C M>G@ %"NC[DB;(4,GQOE+"R2X>%^8UUTCN[OBR2=K,ECV]Y456U+=AD ML;?-?#,_W-8B)CU--IXX\^K;IK[QP3Y=&;YE:@ F+U8L4\<;N\=O8I8_|
=T\GA7LY<=&]*K$-Z3=O)ZF[3TX:\4]9_M9@U%^*_#'2/W8H&AG ?;HWK>,NT\EC[$M2]0LP7:5]!W@FK6]TK9]\ M\3OXLD4K$:^2GCOQTBWF]AGA[_'XNQ MY['ZO@RB:]IXYYG(C&-_C/TVGK+QH^O(_#W7P+R1-QOR!C;D_@P& M:DAPVQ1N?X86TK,]-
@R+NZHQK\39:G'3YQT=<-^"_| MC/57XF]0 2DZFN1Y=XY!MXFG85^O:=)8PV/C8[O#8R4;T9F>LI^>_'?;RACB=G !^K@\UD== MS&,SN(L.]9/$W:]^E.SO\B>M(V1B/;W1)(G^'PO8OR7L56KW151?DQ%HVGI+ M[$S6=XZPM-H>W4M[U# [901K(FO_&3]&?QC;
G)U> M\D3938:G'6.L=L9KS8,AFTB7L]M?'C*$S51$_P"''22&>&1DL,T3W1RQ2QN1 M\Q]B-YVC]^3,1&\ M]$7.1MWR'(>XYK:L@Z1/C"R]M"]]R*F/Q4"K'C]#$;\A/@]9$\:M1$?*KGKY MN55ITI%*Q6$R]YO:;2\'/3P]G\/\ (5KC3>L1L,;Y%QKY6X_/U6*[MPVL);DC;<16-
5]235.S;$**O;VT3>_EW[^,E(O3;S=,=^"\6\EEHI8IXHIX9 M&2PS1LEBEC. M^/;3\;-['8-DE=@\/(UW:6HDT+WY')QHBM'1WR/(DN2XSR=A M71.CGS>L>T7ND4C%\69QL?O7PRM_A6 M3+66NF\79'>R6-B]_G:EAIP4^<]4W-?COO_&QT>ECHY /)M.VO*:
M1LV'VG#2+'>Q%MEAK/&YD=]!>\=]C.K?-:UVL]\4B?UKU^GL?+5B]9K/1ZK: M:6BT=86IUS/8_:,#B-BQ4BR8_-8^KD:KG=D>V*U$V3V4K45?!/"Y58]O\5[5 M3Z"7:)K,UGK"I68M$6CI+]H^/H]=\]][U!QSHF=VF3P/M5:WP;$5 MW^:6,?$K?>Z)DSO:2HGG[*-
Z_0>\=..\5\GC)?@I-O-&2]=MY*[;R-^ MQ+;O7[,]RY:G>LDUFU9E=-//*]?-\DLKU=YZO]A\ M 98=)_)$VL[K]A=ZQVP6Y/]G V1R^SI[%#$OP":/N]HUS#/]*<5>*.L?LTZ>_#;AGI/[]>D#R'69T/P\7YL_3=Y(^H?IL,NI\2/;^9:M-X<^_| $-I);WG]UQ?
1=^KE:9Z0_HVX^Z],SU5[/Q,?W;.[_AI=,QG$V*VNGCFZ M7NF9U2*>/-VM\P4UEV0CQ23N:M9GLW/**Y$[KQR9YI?AV=L>"+TXIE0C[SM MXX_+NW;]0>!_I3.?Q4^CI\+']?>=O"Y=V[?]#P/]*8^*GT/A8]3[SMXX_+N MW;]0>!_I3'Q4^A\+']VB.A/I3Q_1!TF\-
]*^+W2YR)0X@PN;P];<\AA(=3/K C6V9?$V)'=T5W9,][<=IMZM%*\%8KZ,MCR] M9_ZT;\Z[MW^'AG_0V1-^G\/ZI^H\7Z,_/4_.&L3FN8^LGGW(8YDN6X\X]X MOXMUG(3Q.>VO9=I2@YT3HFVHHN*\WWBC?)$?-SRSMCF?DY*FI?8VFU:RNY?&' MV(?9!A?
L[^*8VRY3[&_C*M\>?%L3YZS),A\6>U]BU98T63PIXF^]*<].75-] M^CHLXSU]?T6.%QN/P^)U3]@Q^+Q-&IC,;0]\2Z;%6I4%%).K3]5XTY3[1P5] M\36,:GDC6HAA^'R?)N^(Q_-][[ZY]&#_&/]4WZ]-._I3'PV3Y/OQ./YGWUS MZ,'^Q_]F_51IW]*8^&R?(^)Q_-
_'>M;^B^>US'Z[U2O8]]M>QW$^G.:YKD[. M:Y]\I]CFN1>RHOO'PV3Y'Q./YN=GRCC4O1.=#N;SDSI[M'AUFG0/LW-&V2?=2Q<|<>S[GIM?FHNN7_ CE/\ 3.%&'Q(]WS-X4^SDY8K&7,UE M,;A\?&V6_EK]/&48G2,B;+Q,,=>+O%79'0QT;48WY+$ M3LGDA*F=YW58C:-
HZ/.#X^@'.+];)UNG@_29Z'E*O@]ON72+Q=LF1\$#8G?# M*O)7-6H,]K(USELO^+]4@^6Y$5&]F=NS$5=VF/ZL&IC_=/H]S>](<78_8.K M_]8YPK3#X_8>E7]9P&7KMMXG.=/O,V'R M=5R]C;./R?'.R4KM=RM[.1LU:=S5[>?F>]]Z/=YOW9]G&9*B4[(_0_//:Z+.
MD&U:FELV;/2]P!/8L3R/FGGGFXHU.26::61722RRR.5SG.55S71];KY6NZYT:=.7$%*S\&9RCU!V=IRS8W3-EO8?B[1CNS_;585;Y(\[Z:/OS/I#A]I^Y$?-]=^A$X/Q74'Z5'HVT#/X_P", M]?QW)EGD ,UI8I9],E;A?5=AY;IP91K&NC7'9#+Z76]2,E_>9UL)"_NDG9=.
M:>'',_)FPQQ9(CR=9,FJ0_]7GRF2-:Y]H](]?8G:8F.L/DQQ1,3TEQ>\UB+N M S&6P62C;%D<+D[^(OQ=XVQW<;:EIVHVN[)XFLGA%L=QY8NI(DTEA>';WFN(&26ID?(Z>_[+1FI9>]RR/G1 M[G_+5Q-RQMDF/FI8IWQQ/R?6]-K\U%UR_P"!'*?Z9PHP^)'N^9O"GVXE3.|
[SU58C:-HZ/.SX^@&L!ZV;KF.RWHV..VK89;9*YK5:KI:\:]O9O9=&F\3Z,^IC_<_]TZ/0 MAVK-3TL'0Y+4L3U97\T5*KY*\LD,C]UW7<_2NUW/CYK MD5]]BZLWAS[,N+Q(]W66)]D .QHO7CIBW7K-B-LZ?]GCQS_"D<<>Q8?EC%37:_ MGXI'RNU9C)NR=F(R+O\ A)WY:].
<2ZZ7I,>S=(,C6 ?A[-LN!TS6] MAW#:L:I@\MLNQY]\]8Z.'P."H6,IE\I MW%DGTCDWX*\../6>:[1Q=F.W5OT]Z[U7],?.W3AM#:S<7S'QCM>D17;22NBP MFGM]K>[7)W:O]MN&T6CR>;5X]S7UAQR=P MU39N-
MVVG1MIHVL!N6@[3F]4V/&2]^&]A=FU;+6L1EZ,BIX7Q6L;E;,D:]NR MM>P]1,3&\=$N8VG:>KK:^B]ZM&=;70'TW<_W+WP[;\WHE75N37/D5]EO*''\ M\VE[W9M,>YTL/QYG<+)DX&O57+4O0N[N1R*LS)7@O-?)3QVXZ1;S4*/#V M <4WDS_?'Y
_/;:_]/7RM'1)GK+]S>A*^:BZ&O\ CB_],YHFYO$GW4< M/A1[*F'-U &+'7/_EZQ/T6.H/ZI=N/5._'O#S;NS[.-\5$IV0>AC^!+T=__MHL=/GU2ZB2[]^?>56O=CV93GEZ !-3]O]$%Z.OK.DR>6Y]Z9M&^SC*-F? M/RAQ[!8XQY(DORQI''E,ILVCRX:3:[E9K4]FW-
QY.NU$1%B5OD=*YX[UU7XX_)PMI?P3^;5S\:;7*QKYFPZ]R!K=C)ZQ:R+]C/;OQ\EB'*5XG(L]:)5[)I>M^[M+-:E]=Z'MST;OI6NJ/T:7(U/.<3[-BE; M8U[XG20^TA?+_^.5\^U9I;AG]HUM%Z\4=&1QY>@ M .?)ZWG__VNFG]%BO|
6UR0;=+W)]V+5=Z/8]4,_AM=2WZ+%CZVN-Q] MNY'N:7O3[.@V8FT)O=9FR2W=TUW5V M2+\$P6#7(RL151]Y#-69$D\34\G^SI8^%6]ON]HY$]Z]]NFKM6;>LL6IMO:* M^40PW-+* (0>L,?P+N,?TH-+^]CFH"(_H1OG$N)OS7Y5^KG8@-Y<_\CU#
M8;&I[3KVRU5BX<Z3-YG(9%]/556*"Q M9D?5K)XE54C]UO!&Q._R6L1/H*M:\-8KZ0E7MQ6FWK+QH^O(!F'T: M[))0WG/ZS(_M5V'!?#(V=_?DL)8:^%&HODGBH7K*N5/-? W^^F;4UWI%O26G M36VO-?*84F,3<_,'>M/8Y(,3INIPR*COYV\Q]]N[<;#%2H(_M
MYN8^3(3KV7R\4:+[T3M]TM>7>&=[F+V\N[27:.&TU])5*SQ5BWK#R4\O0 CSS]LK]HY; MW.Y[7VE?'923 4D146..O@D^+7>Q5.Z+'/;KRR]^ZH]R*]>2H4L->''$)N:W M%DG\GIPZ.0 !D)TP[+)KW+^ @67V=38X;VO76]U[/^%5W6:"=O2LI/40
!Z^Y6V5^H<<;EL,+UBM M4,%<;1E3O^]9*\U,?C)/+L]I'?M1]OFG=$]Z>]/>.O%>*_-XR6X:3;SV17*: M6 (X>G9_@![#_A0XU_TE=_UI_1*?.)=,GYT;3]7.Y ;\X I3T;;++DM% MSVMS2I([6ZIB\.OLHH>'L .??ZWII^.Q_63TQ;U D
M;63X0Z&5[EW:9GE$R1&QHCGO;X&Q[=+/W M)CYL6][\3\GKKU2?;[.&](IRW]:OG=C=SZ2]X\=>)(_9?&^N\H<09+'7,*N5 MKT97QLM^)OA[]K["=T[=U3[]8^Y$_-\TT_?F/DZ*IA;G&%ZF?X2'4%_ANY7__M -?,\5:]V/9*MWI]W3V]
3\T)T4_F1O/UQL3]%C]#^]7;CU3OQ[P\V[L^SC?%1*=GGIE_@W=/O^!#BC_4/_D]W>GW5: M]V/8ZFOX-W4%_@0Y7_U#SPKWH]RW=GV<88]I2YWHB_1+E[YHW7D#DC=__M]'_ND9^K8YFY;6%F2VW;MGR;8\BSCW05R$=_MTE:K/QRY8Q1M'5VQ8IRSO/=;_?
3EZ(OT<72U@\?BN+^DGAZWE]$$$;][Y'U+ M%\]I-],GB]MUG5L'@6UH[4CYK4==,51]I"RS-(Y\B-[(M]SE5>Z]IXF9G]]Q$1T>"=37\&[]"_P_"'*_^H>>%>]'N^6[L^SC#%5*; 'H-_M_1#Y;TH_,>S\H6^*Q6-]QM#V3E\/B-@Q=_!Y[%X[-X7*U9].4P^7HULEB\E2L
M,6.Q3OX^[%/4N59XW*U\RH]'Q]<]'UD3T07'G1IL.H]7G3#]L6H<$ MQKN97 MMU:E;=@RS?[MNL,.?%%/OU[LI_>K]]4N8Z8/2@]/3(\B^MIO/V<9TX[[CEFE MCKY2IRE9]XO2GO1'^Q;/B>4(<):(]C^T,GO/7BQSZQS>,%N')'I M/)U0"?Z4_1E0Q2[IS%R!K''^
DLH_X%0M;'E*]"7,9-T:*^/$8.K+)CB^%S0OMR2.IXYDB4,7"_V5:-C?$KIM[VR3O92I M2M(V]SC/#VD?Z7KT67%'I*>G/9\3+KF%Q74GHNO97+<"3E-_M-=F=;S+7L=D\!L& R:.8]]VL5F<+F<5:[MPNX[)XZ[!W14\$L,K/HEO]-S%AES9^0^+,7'O-R)L4<-
WD;3+E_0.2+D$,$4 M$-6"WOFK9&1D+6]H6.1G=?#W69DKP7FOENIX[<=(MY[,Z#P]N,+U,_PD.H+__M_WR5;O3[]X>@8]%-1])1U'YK-\M5,@G2[P"%A<[RM%4L7\7 M/R%L&;FM?8EQ3CLSCK5'(XZ+-QXRU7>E
MTPXNTMS[L.FUH''NB<4Z=K_'G&6G:SQ_HFIXZ#$:SI^G83':[K>"QE9OAAI8 MO#X]O5HTX&^]48Q/$Y55>Z]]K/F9F=YZ]$1$1M'1^QL.NZ_MV"R^K[7@L/L^ ML[#CK>'S^N[#C*6:P6K2.CF@FC?%*QRM?>A/SX^SMR[LH2NR&0?C MX,2^]A:XVZ*N&]$ZDN=-
*Q^R]9')6O8[;'S;1BZUQW3UA,Y2?9QND:?5 MN0O7$;RN(O-38LD$]:5TT3&7(:UB'ICR6QVWCIYN>3'&2NT]?)R9=DUW-ZAL6>U M/9L;9PVQZOFLIKNP8BXUK;>*S>$O3XW*XVTUCGM;9HWZTD3T151',7S4I=4W MIR=9CT./4WFNKKT:_2KS-
M>1ERN\3Z'/H.^9&W.^SDLGM_%&?R_&N5SV6F>] M[WY/:DU:/+2]]_*6_P"+LG?LDW+7AR3$=%+%;BQQ,]5-CFZ .6CZQM M\|QUC | (]?]"K<'E'!X4?7]T[/XL_3]FS!ZH9__FZE_TII_JEXX,^][\>S1 MI>Y/NL%Z7KT;^]^DMZ1MGXH]EBL9S1I7PS>NGS=K[$A^(.0Z5)
[/L>R608U; M%?3N0:3/BO*M[210^."][&6>C7:G+%DG';?R\W7+C[2NWGY.5UB\GR[TP\V5 M,G0DV3BCG'@CD=)8U?')BMIT+D?C[8%9+7LUY6^*MD\%GL6Z*:&1KF]Z-S'M ML2GD-TKTDW21IG..&7&8CDC$-BTOG30Z,SE=I?*
M&*IUW95*M:9\EIFK[37E9E,/(YT]+2LI_^1UFO8:R=DI..VWDHX[QDKQ>:DA MS='/D];S_AM=-/Z+%?ZVN2#;I>Y/NQ:KO1['JAG\-KJ6_18L?6UQN-5W(]S2_M]Z?9T&S$VN8OZS=N,^S>ERYEPLMMMF/CSCG@W3]T*+;5-L4)^HG_=9]E?O4ZM0QR4NO;?I6QRY=UKI
MWU"BY8WMEH8YL7,.9RC63).L6LOI^)]Q(Z-:351RH]R)RU4]V/=UTL=9] MF[49&L Y%7I<_G/NO7]*;F+_7')%/%X=?9,R^)/NWK/5VU_Z>OE:.B3/ M674N] 3\T)T4_F1O/UQ2L*N(SE*.5*N2H68+$.0PNQ8#(+%,N+V36LU4@OX^RC'I#:KL5S'L\
M3'?:VFL\4=7FU8M'#/1S*O2>>A'ZL?1Q;/L&R3:WEN8NF'X?/)]W/VG8F>[C M\7B9;"LHX_EG#44LV^.=AA9)%%)-91U*=R5ZOABH8\UZ0\A]/?+W('#NY1-CBES>@[-D]?FR-6)ZR-QV;K4YV4=@
MQ#GN7QT[T5BK)W7Q1]BG2:UM&UHWASBU]SO6=I;)/2OZV/UF\8_%N#ZHN+N-_MNIK78/@T-O:,,QG#7*4C/**S+7,NIM'>C=LK=)GK&WHR>]*QB=>S7*.5Z:M]RG@A;K'41C:NG8-]M/D M3-KT#7^)C<]L&2OSCY-%<^.WGM/S76H7]_M4HT\GC+E7(XW(U:]
['Y"A8AMT;U&W"RQ4N4[==\D%]K:@D:^.1CG,>QR*B]B MHIQ=GV@ M ,6.N?^!+UB?HL=0?U2[<>]=^/>'FW=GV<;X])3L\],O\ !NZ??\"'%'^H M>!)5N]/N]U[L>SW>?'H M #XY98X(I)7I?(R*&-\LKU]S(XV]][E[=U[-:B]!#O;<_8VK9]@V2TKE
MFS>7R&25KU\2Q,MV9)88$7Z&5X7-C:GN1K40]UCAK%?2$]T\5IM/F\>/KR M 9E=&6QR4]RV35Y)%2MG,&S)11]O=OP_"VF,:C&K^"Z2ED9E](T[_M^Y.V;4UWK%O.):M-;:TU]84?.3: ,>.]/9)-=XAS,4$CHK&QWC\O>VQC,=/&]>7R7K_>7M@KQ9(^7-
QSVX<<_/DDZ4$X M 5OZ:=D?L?$&M+/(LEK!KNG_!?B[$[/ M7AR3Z3S4<%N+''RY/?1R=@ M ,$NM39)&5M+U&&14CGFR&PWX^Z)XG5FLQV+7:QG?PQ_& M-*&VL:>+NY/9K+X51?-%3LOF2K1PVFOI*K6>*L6]8?NGQ] M #%/]*V5^(XSK8.!ZMFVG.U*
<[4[IXL;C6OREE471I][WW](9]3;:FWK*81N8 !9/A#99=LXITK,6) M4FMKB6XVY(]]Y'VL+/-AYI9D]Z2V%H^U7R3OX^Z>2H3'),>2GBMQ8XGSV M>UCFZ "5W5ALC\WRS=QC9'.]ZOB\;B(6=U]G\(G@3+7)&M]WM%DR M"1N7Z?9(GN1#?IZ[8]_64_46WR;>C&<[N !
[/X8V235>4=)RS)%CB M7.U,;=7Q>%[X_/^*K]R)[GMBKW'/1%_C,1?)414\9:\6.8^3IBMPY(GYK-$_MQ3 'Y&P9:+ 8'-YV=$=!A<1DLM,U5*.BQM.:Y(BN_"BLA7S^@^ MQ&\Q']^3.T3/I'"%^[9R5ZYD;LKI[F0M6+MN=_F^:S:F?//*Y?I=)+(]K_*I M5B-HVCHE3.\[SU?
4#X 9Z=%>R/\6ZZC+(Y8T;0V.C%W7PL=W7&Y1_M;W(LB+33_L7__)]DU5>EOHV:6W6OU9ZF1K &)W6#LLN)XWH8&O*C M)-ISM>"RSOV=)C,5&[(SHB>_RR#*O?\ D\OI-&FKO??TAGU-MJ;>LICFY@ M %F>%ME?MO%FE9N9ZR69,-'0N2.[^.6[AI9SV@R1]B3X; 9.[
M5[HBM==BJR? 6.1?+PON*Q%_D4]4KQ6BOK+S>W#6;>D(D/>^5[Y)'NDDD]SN[G.Z]OF]E1+?X#X 45Z+]DEN:UMN]S/5R83 M*4LK31RJOAKYN":&>&/\4<5G%]]4_KIE7Z?+'][[6BWK#;I;;UFOHS4,K4 M)G=8FR29/D/%ZZR15]:S@H7.B\2]UF2S4BW+,B-
[_^%/'0C])[N_R? MQ=NV[35VIQ>LL.IMO?A\HAB.:&8 \PT#9)=/W;5]EBD=&F'S5&U85 M]]BOH^V;%D8%5.R^&Q0DDC=_(Y3S>O%2:^L/=+<-HMZ2MR2U0 ?! M:LPTZUFY8)@GUZTO=SE3XFG?5I(YSNZ]]V*2NYW\]D[-7AR3Z M=5+#;BQQZQR>\3DZ@
"9/6%LS\KR/0UUDG>K]N#KL?%W]^#)9I4R-_M]1/H1),?]#3MV[_(]_FB)NTU=]<7G,L.IMO?A\HAB8:&8 \UXYV63 M3]]U/9&2>R9BLY1FM.\2-1V.DF2ODXE;UX]37Y/=+<-X MM\UM"6] #U9S;LC]4X]W;,PR>RM-PTF.IR(]H^.YFI8L/6FB[>:R
MUY;R2)Y*B>#NODBG3%7BR1'S<\MN'',^>R-)23 !3GH_V5^6XVO8 M&>7QRZMG;->NQ515CQF58W)5T_KO._);[=_H3R_$F'4UVOOZPWZ:V]-O266! MG: !@1U],))X]*U")RI$C+VR76=_DOD5?BS&.\/T+$U+:=_^>_[_M 'UZ6O6WT9-5;I7ZL#36Q@
'VZ%VSC;U/(TI707,?:KW:D[/)\-FK,_MR>"5]_0Z.6-%3^5!,;QM/1]B=IWC]N/@,M#G\%A,[71$@S6(QN6@1%[HD.1I MPW(D1?I1&3(2K1M,QZ2]Q.\1/E,/USX^@ #D8>EPZ@\EU/>DAZO\ ME:YY8H=#XIL_:TTOX/!XG1TVW=>U6"W+&SY*V;$KU\3WN MW, V+?5?>H/)
<0>D_U?C)UR6/6.I?C7 MD'C++TWO=\!3..S@;7*NIY66)'(U;\-G1K&.KO[.5KVV3;UATNS W@ M ?@;5FX]:UC8=BE*QX/"93+*UR]DD7'TIK38D\T[NE=$C41/-57 MLGF?:QQ6BOK+Y:>&LV](0]M69[MFQ>1TLTK^W9%=)(M]57^52KTY)77G/5]<6^C9I;=:_5G89&L
M M M #__3W^ .3%Z;3YUSKE_P_-^5_T M/A2EB\./9,R^)/NW!O5&_FWN;/TW>2/[Z;#+]?$CV_F6K3>'/O_!#:7,[2 M ./IZ3+YR' MT@GZ;O5=]?&^E3'X=?:/V2\GB6]Y_=T&O5G?FA>!?SWYV^N'<##]/%ENT_A1 M]5\3B[_YG_K1OSKNW?X$>&?]#9$WZ?P_]GZCQ?
HL%ZG;_O<==_Y[U7-8](]=^Z49G:-TZ(WG9MI_>?G4C^_M6%PA_D+OG_,TS?%5]):?A;>L'WGYU(_EA<(?Y"[Y_P S1\57TD^%MZP?>?G4 MC^6%PA_D+OG_#-'Q5?23X6WK!]Y^=2/Y87''^0N^?\ ,T?%5])/A;>L'WGY MU(_EA<(?Y"[Y_P S1\57TD^%MZPW''?
1R=*VP=$G15P/TM;3M>'W?/\18#8,/ MD=]P%*[C\/F),SN^S[7%-2IY%778&0U\|R)R2+W5\;E3R5#+DMQWFT>;52O! M2*SY/1OIM?FHNN7_(Y3_3.%/N'Q(]WG-X4^SE,\9_[X_'_.>V]?Z>H%*> MB='6':R)*L .==ZW)\Y#PG^A%QO]?'4F;M-X<^_\0PZGQ(]OYEE-
ZG;_OD= M=WYD<"?Z>Y2/.]Z5^KUI>MOHW]S&V 'I#]: @W=07^!#E?\ U#SQ]KWH]WFW M=GV<88]I3L@]#'\"7H[_$6.GSZI=1)=^_/O*K7NQ[-7/UP^C;DX]Z&RAMY#7..IZ4#U[]T?9AQEAS?+W1._X]&EZS[,^]Z1[H2>K8 MYO'8?
TP/35!D)VUW9[7^<\)CGO5K8I,C]P;R!D88'R/?\ =8=0X] <6CG#84<'A1 M]?W3L_BS]/V;%']?G\&_K#_PW:+__*AS'#5=Z/9WTO=GW;@QE:@ ! MH ->MW<$W=;Z]>FG]*]TYVX+E;A3)99"S&R:2]FV<1[>D]S&]YLKC;I;?=FOI+%]]_>BWE,/0?]]G4;CN)/2'[%PWG\BR
MEB.IKA[8-2PLO/R-H-RKR!K*2R2]F.?+]V,V&K!'W:Z6S:C8WNY4:[U M]:[TW])>=-;:^WK#H]F!O_-??UE3]Z3IH]&ON_'^"R;]7('59F]G! M6"97F=';ATF_#)F^6LBZ-&*V?&6M)Q\F"L-5S51V?B7Y2(]';3UXLF E'-PU_M%N''MYSRCG03.K35[+8ID3PN6.1CT1?
MDN:O94H)[9]P7K9'I"M9PF'UO7^_NAC$8'7L5C\'A,31XRYV@HXO$8FI#0QN M.IP-ZD_##5I4][(HV)Y-8U$,_P_-3UG__&^C3\3>/*O^WU?]_?H;9.K']$Y6ZC]RU#C_1=OYAVB;<]KUOB[%9S":/!LE^I M4CSN4Q&-V39-
NS<%G9,I!+DKSI\C867(6YY&^!CFQL[UKPUBL=(<+6XK3:>L MMMKU1/]X^!9[]0Z']BR'AKYNI4ZCN+Z\K_!&W*8Q,+H?*V/C=)W2>UD<9+K5 MJO Q6N;%C[DO9R>)69M37I?Z-.EMUI]6\@8VP XK7+F/N8GE?D[%9 M&!U;(8SD/=,?>K.2]A6CI"5;K/NZ
MGOH*L_1V7T2?1#D<>OB@K<6Y/ 2+[2&3_=V];[N&K9-/%!)(Q/#DL/*GA54> MSMX7HUR*U)V;Q94,/A1[*T')U &)G7QD*>)Z%NM+*9"=M:AC>DS],R%ZRYK MWMKTZ?#VXV+,[FQM?(YL4,;G*C45R]O)%4]4[\>\/-^Y/M+CE%1*=F'I#P,F M]])W3!K$TKYYM.%
<#+-+6=3DFDP_&VM8^262HZ29U5\C]ZJL:ON"_I/Y//%7UAD1]VUZMO M.O8G;M)V7 ;A]F>]MO8/9]6S&.V#7LS1+YS&W,3FL39MXW(U7/8Y$DAE>Q51 M4[^2GF8F.4]7K??IT?O@ /7?+'$O&G.O'6V\2W[$S$[QU?)B)C:>CE$
MEPZ$6^CKZX>3NGK#WKF5XZFK8CD7B#*Y*5)LI:XRW1M];#4LK*B-6QD]8RM& M]AIY^S?AMY_P_-KII_18K__%MCV/5#/X;74M^BQ8^MKC<:KN1[FE[T^SH-F)M M "2G5!+))S?N3'N[M@CUN*).R)X8UU7"3*WNB(KOWV9R]U M[KY_B[(E'!X4?
7]T[/XL_3]GH$ZN(A!ZPQ_ NXQ_2@TOZ].:@(C^A&^<2X MF_-?E7ZN=B WEP !;_$65\^D:=-*[Q2S:KKTLCNR-\3Y,13>]W9](U.[E M7R1$0EW[\^\]M.Y'M#RH\O0 !XOO$\E72MOLPN\,U?5_/$[^MDBQ-_MN1COH]SFH>]=^/>'F_*LS\D/BHE
#WSTS6'5^;=*5/:]V9V>KR,B M3NKFRZSF4;XT]IWBCD\+W?B1O?Z#EG*+'^WDK@3E$ 33 MZSII';E ?)]DTC -R]Y?E.7S554]Q MRB(^23/.9E^0?7P \WXSLOI\C:#:C[^*#<]8D[->K/&UN:I>.-7-\ MT;*SNUWXT53SDYTGVE[Q]^/>%LB6]
#''JLM.K\,YN)OB[7LI@*K M "[LGA9E:]U/&G\=OCIIY?C[+]!VT\?]K#A])_W*4I"@G@ ".'IV?X >P X4 M.-?]]70-:?T2GSB73)^=&T_5SN0& . ,W>BBQ(W/[W53M[*;#X>P \+O[M2M=MQQ]O/P]O#;?W[H]_B[>??+]N['NUZ6?O3'R4,,;8
M(]^GV^:$ZUOS(T;ZXN.3KA\6'+-X4^SF$],W\)#I]_PW<4?Z^8$H6[L^R?7O M1[NST2E4 .(N5DAUU/1&?-@=!7Z+/#W^I^-)F M7Q+>ZIB\.OLHH>'L -!+UP"]4DZGND7&LGC=>]<#;;>LUD5?:PU,AR%9@I M3O3MV2.S-C+#6^?
OB=_Q[=+W9]V+5=Z/9CEZIWC;M[TF^Y6]L/M8,-TE\IY+ M)/\ :1,^#4I>0N',1'-X9)&/F\61RL$?AC1[T]IXNWA:Y6^M3X?U>=-XGT=' MHP-[C"]3/\)#]"_PW*M>['LE6[T^[I[>@)^:$Z*?S(WGZXN1B?F\ M65##X4>RPAR=0#%CKG_@2]8GZ+'4'[4NW']G?
CWAYMW9]G&^*B4[//3+_!NZ M??\ AQ1_]'@25;O3[]M>['L=37\&[]"_P_"'*_^H>>%>]'N6[L^SC#%5*=8 M3T'/_&O]'HM.D+_X;'04\ER3Q9@N>MNO,BA9R''MNK(>/M>]'N\V[L^SC#%5*=8WT(/ >&Z>/1:]'FLXRC%6R.^\3X/G+:K20LA
MNY/8N;X&\E.FRCFM8^6YBL-L-+%L5Z>..M0BB7\ FYIXLDS\U+#7AQQ[;]MG M-U (S^L#\>X[D7T1G5[4N5([%O4]=T;D+#6'/CBFQV1TGD_2\W8MUI)8IFMD MFPD%R]]OA\4D%B1C7-+^.^5,)B\@F6QF'Y'TK6]XQ>.RB5IZ:9*CC]FQF4[5,@E2S M)%[:-
C9/9R.;XO"Y47[$S'1\F(G]]/-Z>^BCI_- M.)N-W:= ZK/3N9)=W3"X9=?B=2LR12S?"H46*1S7+X7*B_>*]N6\R^;5KSVB M&#O*_I]/1(\07K>*SG6-I>V96]](T]\4:SR%RW1M.2:.*1:FT<>:EL.F2,B9 M(LGB7)-:]C%\"N=V:ON,.6?)XG-BCS>E?OF+T0G]OK=_U$\P_P
SS[\/E]'S MXC%Z_H??,7HA/]?6[_])YA_F>/A\OH?$8O7]'.2ZO]RX]Y%ZM.]+D'B.5_% M.]]17-FY<8SRT+F*DFX]V?DO9LWI%43MW157#]/%^C=I_#^K84.#NXPO4S_"0Z@O\ #=RO M_KYGBK7NQ]D5N]/NZ.'JR'#F.XP]$_Q;M\-%E3,\|2ANE M_BC"+.^5].=
_6^,ZD\"-7V7LY_&GRGO5<.HG?+,>C=IXVQ[^K8*.#N :F/K M>>ET;W1/TT!6)5LV.-]KID5R M*KXHNR+V54TZ6?OS'R9M5'W(GYM-WT6?#F.Y]](MT9\59]G\8X#8>H#C_(;+ MC5K/M1Y+5]0R\6Z;-CIX8XIE^"W\!KMB&9ZM\$<3W/>K6M54U9)X:3/R9<<;
MY(CYNO@3%,_KXO4/2D==F(P\?L:4_4=R#L;H_"QJ-O[EDOLOR_@;& MUK4C7+9V=6^7?P]G?NO=5IXO#K(D]F7Q+>=K]5/R%RYZ+]_6LSNEAQ/4URUC M\=&K6(E:G)KW'65? U6M:YS79#)SR=W*YW>14[]D1$QZGQ/HV:;P_]V5#@[@ M .6CZQM\|QUC_|
(]?]"K<'E'!X4?7]T[/XL_3]FS!ZH9__FZE_TII_M]EXX,^][\>S1I>Y/NVSC,TM(KUH_T6'N])7P?KOO^)=8ZKC3ZM M\'NN9N8.YT^\HNQNB]0F]TUEL-EU62XY<3OV-QS?&VQM'&M^V^]61K?;6:,E MVDQS/ABO;WRX^TKM_=Y.&+)V=M_[9ZN]UKNPX+=,M?
P6UZOE\=L.L[/A\9L.N MY_#VX,AB,Y@LU2@R6(R^+OUGR5KV.R>/LQS031NCV/5#/X;74M^BQ8^MKC<:KN1[FE[T^SH-F M)M'7V3,OB3[MZSU7+Y]/4O\ #?S-_IC&F/4> M)]&S3^']6Q2<'<.*;R9_OC\@?GMM?^GKY6CHDSUEU+O0$_-"=%/YD;S]<
M7(Q.S>+*CA*/980Y.H ?!:]UKM:Q3N5X+=.W!+5MU+44<]:S6L1NBGKV(M)6OBF@FB>K7LKW^C(ZL[.4V&SPU/P)R#E9)[%G>NG3(U M>.I+-R>2:Q)9R&C2XW-<77I[-R=TMFPN#9>L*]^*PGD]=:Y\E?/>/FXVP8[> M6T_)K:=4G]D74YHT=
[.])W/''O/6+ACFL1:5R'0FX?Y [?P$7G^"GF:*ZFL]Z-G"VFM'=G=K3=2/2'U.=(&W)HW4QPAR%PWL$ M[[3,8FWX*:O@]CCI/;%;MZAME-;FI[GC:\KD:ZUB;MRLCO+Q]_(T5M6T;UG=_MGM6U9VM&TLV_1N^F5ZP/1N[/BZ>C;=?Y*X$?<8[:.G;?,]HF21[DNXQB5YY?
MZK<9&R-/&3%7)UY6]7O'EMCZ=WT=-SHTZP.& M.NKIZT;]0X*S,N2TS M;=V?9QOBHE.SSTR_P;NGW_AQ1_]'@25;O3[]M>['L]WGQZ M \4WR1\6C[G+&Y621ZIL4C'I[V MO9B+CFN3^5'(>]=^/>'F_M26 M1-2TR%'?O4FQ7)7M[)YR0XV1D;N_;Q)X6SN\D7LO?
S]R=M6E[T^S+]N['NG0 M;&(4FZ+Y'KQ_L*N[QLW&:1C?+LCY<)AVR.[^_Y386_\^,6][\> MS=I>Y/NS#,S2 M !,;K&LOFY3QD+O)E33,5$Q/$]H]R97.V'O*^2.5941>WO1]&[3>'] M6'4^)'LQ/-#, +#]/UF2WPWH,LB]KF8>2LG=SG?O=+(7*<2=W=U1
M$B@;V3W(GDGDB$[-RRRI8>>*/9[B.3] M & W6W:+PZ^R9E\2WN]7GMS /E@FDKS0V(G>&6"6.: M)W;OX9(GH]CNR^2]G-0/]\A)5@ !ZHYSFD@XAY!?$[PN=KER%5[(O M[W86.O*WS_KHI7)_QG3%XD>[GE\.?9&TI)@_RLZ/)'LY6NM8[LV;
M3LO'(GE\MB9+"3(U>_N1)(FKY?B.&I\/ZM&F\3Z*>F!O & 76U8D M6WQS5\DBCK;183MXN[I)I<%&OB_"]-; GA\NZ=U_'Y;-+TM]&/5?V_5@F:F M0 5+Z1[3K'$,,3O%VH['FZK/$[NGA?\ !;]^!/XC?'<7R_'W7Z3! M](_W3Z*&F\/ZLGC@[@
'HG]8EDAX0WA\;O"Y8\!$]]D7]]GVK!PRM[M.14^5%(]=_>G?R\SK@\6/]O)QS^%/^WFD844X 9E]%LKTW?;84=^ M]2:]R5[>R>;X%L[O)%[+W_HZ1\O-6].D=XG)[PM1&IWQW9?)>SFH>L??CWAXR=RWM*)Q42P !D;T]2/9S/@6MR-MO\
>BKY^2IY]]6EZS/R9=5TB$]#8Q M "EG1E:=)QQL-5WB5*VYVY&.<]7(C;.$P?>)C%3LQK7P*[R7S5Z^2>]<6I M[\>S=INY/NR],S2 (^=0EIUOF7?97^+NS*P54\3UD7PTL91I,[.5 M$5&^"NG9O\5/+Z"EAY8H]DW-.^67IDZ.0 NCKUB2W@,':E[>ULX?
M&6).WB[>TFI02/[>)7.[>)R^]54E6Y6GW5]SO6)^3]@^/H !C!U4C?:5&^2^7?LOO1#OIO$^C/[?#^]6IO M8 !G;T2V)$MQY][Y,D4F=C^2G?PI[1LWRE[=U*?B, MF]_MGW:]+__=]&?AD; !+_K!F?)RQ58[Q^&O]&'AC\2=F^!U[,3K[M/\;/:3N_[&[F_3>']6#4^)]&*QW9P
!9/@R:2QQ%Q\^145S=;I0H] M>7[W6\=>)/\ BBB1";E\2?=3Q<|<>SVL2S:F]E!'%!%[6>5SO"QK6-[]D1$[(E9)?1#X M 4@]#]D+F,]*+T&V:,[]\TG4UQ=CWR-:QRNIY;8:V*R,"I(U[4;9Q]R6-_M5[>)$?W147L]>,OAV]G3%XD>[KD$Q3 M].=05B2KPWOLL?
X3L1%77S2BF@ #+'HXLOAY2RD"=UCMZ9E(MWM\:HU'197!3LD5GN>Y]1]U._N1Z P#'GU/A_5ITWB3[*<&%N M M M__]3?X Y,7I MM/G7.N7__WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9: MM-X<^_| $-I);WG]W0:]6=^:%X%_/?G;
MZX=P,.H\66[3^%'U7Q.+L #F?^M&_.N[=_@1X9_T-D3?I_#^]?]/%^BP7 M]=O^]QUW_GMP'_H'E0Y:KK#MI>DMSXRM0!CQU<<'5^ICI;ZB.GN>6"L_F?A? MDCC>A>LIWBQ69VS4\KB,#FE14&T6])>;1Q M5FOK#C=YK#;#I.S9;7\W3OZ[M>HYV_ALOCY_'4RF"V'
9"6E?IS>!R25K^,R M51['=E1S)&>2]T*G7V2^G)UZ/1P=8>]]=G1EP=U&:[DZ=S,;/[&.Q')F,K2P M.L:MRWK=2OBN1-=OU8G++1=!L$,EFFDK8WV,7:]V6M2.>-5F9*32\U4\=^.D M69QGA[/3W4!SOQITQ<+->*=6R&V[7E&0K:M_]2,CK8[%TFO MC?
DA]K6;3PQUE\M,5CBGI''<7K1/HIYI(X8=I MYREFE>R***+A;-222R2.1K(XV-R*N>][E1$1$5553M\/D^3C\1C^;8>]S_": MU>S[&>O\(@BG^#VH_968/:QMD]C8B[N]E/%XO"]O=?"Y%0X.Z77IM?FHNN7_ M (Y3_3.%.F'Q(]W+-X4^SE,\9_[X_'_.>V]?
Z>H%*>B='6':R)*L .==Z MW)\Y#PG^A%QO]?'4F;M-X<^_\0PZGQ(]OYEE-ZG;_OD==WYD<"?Z>Y2/.]Z5 M^KUI>MOHW]S&V 'I#]:_@W=07^!#E?\ U#SQ]KWH]WFW=GV<88]I3L@]#'\" M7H[_$6.GSZI=1)=^_/O*K7NQ[(_^L]]-^0YS]&1GM[P%"6[L'3/R=IW,[V5
M&))=FTZ6#+\>;M C58_OC\=CMVBS%I45CFQ8CQ^+PML.6HKQ8] M_1SU.C;]+R_2/U5< =2N&K6;_#7*.];KD,34DCALY_6\?DHH]NU]*:56QPN MV;59[F/\:]B,2SW[IV-MZ\59KZPPTMPVBWI+L-\:WIV6]YCD1\;^['HCF]B3)B8G:>]I M$Q,;QT>;GQ])?\
IA^M;7NA3H%YRY5LY:O3Y"VO5\KQ1PGBUM,@R.7Y6W_% M9##X*WCX5DBEM1:93?9V"XQCF.6CBI6M(\G/+?@I,^;DUX/!Y MC9\WA];UW&7LWL&PY3'X/!8;&5I;F2R^8RUN&AC,9CZ<#7S6KU^[89%%&Q%< M^1Z-1%54*2:['71?P(WI;Z2NG#IW62M8N\.|,|?
Z)G+E/LM7);1A-V]?Z>H%*>B='6':R)*L -9[UKGYL'7_P!*;BC__M %.Y3-&F\3Z.&I\/ZM,/T)?SKG0U_AOQ7^A\T:LOAS[,>+Q(]W6=)]F WIZ%N3- Y>XXS,^O;]Q MEN&N[WIV;K^Y=NW)X]M2G4]Q.FLVK5F9S(:]:O"QSWO>Y&L:B]]HB*H'* M*]-KUS8WK]]('RGROIV1^-.
(]$]X_A7A6\W^HY/CW0KF5>[9:RK'#*ZCNVXY MG+YNK[5C9HZ>1ABD1'1]B4L-."D1/7]FYK\=YF.BV?]BG2U?SW,G4?UCYK&O M37./-+I<#Z+=L0]M6]NN]W\3M^Z6,;,C%1N1U/5-M&=72<^>D%@X*U[*_#M$Z2-+]Z(Z*"9D^/EY
M4W5E';^2K]:2*5[?;T:;\+A+4;FM?#=PDS%-^GKM3?SE@U%N*_#Y0_SZ_3T,_M_$?I+\7U"T5VW,&*,F\VZ-C3[U&]&#_9!U3?K7T[^B MPX?$Y/DT?#8_F?>HWHP?[(.J;]:^G?T6#XG)\CX;'\S[U&]&#_9!U3?K7T[^ MBP?$Y/D?#8_FE[Z83U=3ICZ0^AW?^I;I0R?-
N6W7B/.ZKGMTP^_[C@-]Q=WB M[(Y%=TPV=/Y+HQ0M[_MMFMSZ-GK_P &1S7(RTD3^R]U.VC)7CI-6?';@O%G8H7].4HT\GC+E7(XW(U M.][Y"A8AMT;U&W"RQ4N4[==\D%]K:@D:^.1CG,>QR*B]BHI+5'V@
M.29Z9'I^R735Z33K#X\MXZ7'8G+\Q[+RH[58[X)+I?,=G[9VN1XV=72);IX MJGM/Q>K_!OG)'(OM62(E/%;BQQ/R3,M>'),?-MW^]=]7V"Y$Z1^0NCO, MYB!G('3QN^:W74\)-.K+%[A_D_(-S$UW&UY/.Q'@.3;.52^Z)59!\;TO&C73 MM5^74UVMQ>4M6FMO7A\X;8AF:0
!K_\ K)G5O@.F[T:O(O'$>3@BY)Z][=7A M;2<2VRUMZ36Y+E#-+)OY0 MX9[<./;SESE>E7@G.]3W4IP3T]:Y%9?E.8^5-)T#VU5BO?C,=L.>I4LWG9>S M)/9T]?PC[%ZQ)X7)'!7>]45&];K6X:S;TAAK7BM%?679AITZN/[5:%&O%4I4 M:T%.G5@8D<%:K6B;#7KPQM[
CBAB8C6M3R1$[$15?9 ?GY,&4\UB\EALA&Z M6AEL?2K9C;+&K9(W/AEWI77^=/1?\ &W'L63BL;STS;)M_$6YXU\W^[8,=;V+* M;QQ_E$K22/G9B+FG[-!1@F_]4EG%VF,[>R:O@I*=K/<:=*_'VL[M9@E5U]CFLUOO*.\XS7KT7;PQ. MIZOM5'(1KW[N9E?-
$1$5=VFB8Q[_#8=3,3D^CW=ZH'[^9M]5_5ANL%5S]>U M_IYP&KY2[V?X:^9V_DC"Y; U55&+&CKE'1\D].[D7]X7LB^:I\U7=B/F^Z7O M3[-_HQ-H_'/D];S_AM=-/Z+%?ZVN2#;I>Y/ MNQ:KO1['JAG\-KJ6_18L?6UQN-5W(]S2]Z?9T&S$V@ M
!*K]PQ,F.YCREQ[51F>PV"RD3E[]GL@HMPCE3OW3RDPZIY=O M=_S^AIYWQ[>DI^HC;)OZPQK.S@ (0>L,?P+N,?TH-+^]CFH"(_H1OG$N)OS M7Y5^KG8@-Y<_VQCY'LCC:KY)'-8QC4[N<]Z^%K6I[U5RKV0/]Y^O8Y[NZ?O7XU)4SO,R]UC:(CY/USX^@ '
MY>'Y&0UZ[B4?Y^;L/DG7%:OT>29Q%3Z?/_)]MTL_= MF/FQ:]/O1/R85FEE %E>$,5)AN)- I3(YLCM=IWW-?Y.8N7\>6\# MD5$5KF)=[*BIW:]=E)N6=\DS\U/%&V.(^3VH1B,7';/G*K$:U&L6&+)64@?&U$:C8Y(/"Y]=D^2]>2>X]4G>D3\DN\;7F/F M\//3P
>T>$\7)F.6N/:D;7.='M&,R3D;V[^RPLWQS.]]VN16)#0GC+.V.?9TQ1ODK[K,$Q3 'HO]4Q7;S1/Y47K@G;+#EGC?%*11130 !'#T[/\ / M8?\ "AQK_I*Z!K3^B4^<2Z9/SHVGZN=R WYP !GKT3XI__$_^;>SM&OQ! MB]TGA_">GQG;NL1W;R\#75U5$7S\7G[D[Y-
5/2&S2QUEGH9&L M 1[]/M\T)UK?F1HWUQ<CW=GHE*H <1B,^; Z"OT6>'O] M3\:3,OB6]U3%X=?910\/8 M.FN:9%E^3ME;&C>S/AE#,\DR8^RY4\:2T5C552-]]0T]=L>_K*?]+;Y/:-E(M?4^N&KUSDOK)ZA+-)T6,U[1>.^&L+D9&/1M^]N6?R6[[/2IR)WB<[$5]$Q$E
MEKNSD^&P*WNBN[<]5/**NFECG-F]<8VQQA>IG^$AU!?X;N5_]?,\5:]V/9*M MWI]W3V]_3\T)T4_F1O/UQ>F7^#=T^_P"!#BC_%#P)*MWI]U6O=CV.IK^#=U! M?X$.5_|_4//"O>CW+=V?9QOBHE.R#T,?P)>CO]%CI\^]7427?OS[R]U[L>S* M<\O0!Z0ZFOX-
W4%_@0Y7_P!0\|?:]Z/=YMW9]G&&*]4[(/0Q_EZ._T6.GSZ MI=1)=^_/O*K7NQ[,ISR]_$L_3:_-1=1\Y%;?KFFXRY/%/%0CFBHV+M^VLZ4G);AA MXO>,=>*7+BZY?2.=6/I"N1,AO'41R;F,M@FY6S?T[B?"W+N*XGXZ]2.E94HZ MEID=EV.CM5:4B029.TEG+W6M1;-
]9WFE"F.M(V]G7R6O.]F7W2MZOWZ3O]QU M?%[YKG"N.XFT'/58;V!VSGK98..F9]G8A=8KW:&I-]9OD9V.LP^S?!;?A65+ M+)F/AED9XG-\VSXZ\M]Y^3W7!DM&^VT?-G?]Z-^DA_MV=$7ZR.>/^U;#Q\3C M])_3_?[W\-D]8_V^A]Z-^DA_MV=$7ZR.>/\ M6P?$X_2?
T_W^?#9/6/]OHUN M^<^(]DZ?^;.8>!MRO8/)[?PERGR#Q'M62UFS?NZWD-DXVVW+Z;G+VO7,KC,- ME+>#MY/#2R5);.I8DKN8Z&)Z]QO>)XHBT=)AGF.&9K/6'1L]5R^:CU+_#? MS-_IC&F'4>)]&_3^']6Q2<'=QA>IG^$AU!?X;N5_]?,\5:]V/9*MWI]W3V]
M3\T)T4_F1O/UQNBC\]]X^I[D4TYO"EFP>+#]RDY2 ')B]-I\ZYUR M_P"&_*_Z'PI2Q>''LF9?$GW;GG]HWS8.P?I3'I6S"9W M< !RT?6-OGF.L?_)'K_H5;@\HX/"CZ_NG9_%GZ?LV8/5#X$W4O^E-_M/]4O'!GU7?CV:-
+W)]VV<9FEXUN6G:MR'].T:#O&!QFU:7NVO9G4]MUG-58[MN'V'6]AQ]C$YO"Y2G*BQV5;V MBEF\$%[V,4%ZNU:6+)&2N_GYIV7'V=MO+R;+_]NGI3_LIP/W-OF_8O'L6]T< MKL72UGODPB];S_(;733^BQ7^MKD@]:7N3[O&][T>QZH9_#:ZE
MOT6+'UM<;C5=R/GV=!LQ-KGG>MO<+W-1ZX."^;8:SHL#S/T^P:ZZPL;$_M2SN7$FX9NOG_RLBC]HV'5=WUYO9ZOD:[K\KP*QK=VFG>DQZ2PZF-KQ/E,/ MH^]7<^TN/^N7E[@?+7VU*G4+PE8MZ_75WGE-\X?R[=FQU!C%>U%='H>;V:UX
MNSG(E94[(CE5&IKO2+>DFFMM>:^L.A^86X Y&'I>8)ZWI0 M>O..Q#+![]AY;G:R:-\3W06M]O6:TR->C7+%9K3,DC=[GL>CD[H]*M/%X=? M9,R^)/NWE_59[45RM][51,>H\3Z-FF\/ZMC@X.X <4CD2>"UR!O5FM-%8K6-QV>>O8 M@D9-!/!-F[TD4T,L:NCEBEC]8
M9H8,ECY7>"[A,]CDG<^GD:4M>_1F[2UYHI&M>GV+36=Z\I?)B+1M;G#EQ^F@ M]&C/Z,KJWM<;:S>RN>X.Y+P;N1>#]AS+V6,M%K,V2M8W+Z5L%V*&O!=V/1\K M!["69C&_";].RYK'SNC91Q9.TKO/5.RX^SMM_;Y*R>]4]4>?TO]NYEZ3LIE
M[3M#YLXOOL3]%C]#*]7;CU3OQ[P\V[L^SC?%1*=_MGGIE_@W=/O\ @0XH_P!0^"2K=Z?=>5KW8]GN\^/0 M X'^Q8UV8U .XAO;Q97#Y/&M[KX4\5ZE/63 MN[^*G>7W_0?:SM:)]]?+1O$Q\D,'L=&YS'MSFN:O96N:] M=E1?<54I_D/@
!DMTFXI^0YBQMQK/$W!X7.Y.1W951C9]?Q*B]T5$; MW?ET3S[^_P!WTIPU$[8]O67?3QODW](53,"@ ,1.LK%/M]=8/*QM M5RXG:][9E1'=HZN1QV0A=(]H[PHGPJ]*%OFBKW=Y*GFBZ=-.UYCUAFU,?2LP*]*C75]E+&8]]M^A>U]M,BK M)V^CSPZF=\FWI#?
IHVQ[^LLKS.T M 3?ZT<6^#>-4S/A1L.1U9V.1R(B>.?$Y6[/,]] MFH]N2++Q)W55\D1/+MY[=+/W)CYL6]C[T3\F&QI90 !:#AW%287BS M0LS+.^29^:IBC;' M$?)[)/#V &$'6QBY9<)H6:1'>QQ^5S M>+D[R15]I!0:Y]^?=]I_Q3]1 M.^6?DHZ>-L4?-D4<78
1[Z@L6_$CD2SEF92-RHO9[,Q2]Y M1%8OFCFM=;5OE[E:]>]%1*6&=\4>R;FC;++TT='(_;UK%/SNQX#" M1M5[\QFL7BV,1'*KG7[T%5$[-EGG,,F]CE M$1]FMC %9>EW%RXWAG6WS(YK\I:S.4\#E1?#%-E;5>N]=D3LV6O5 M9(GFOD__(DGYYWRRHZ>-L4,A#B[
'I[G_%/S'#F_5(V]]T.&;E51_M._DS!7]>;E=Y*WR9%CU5?Y$^GW+TPSMDB?FY9HWQ3[(]E)- &*Q+7KW1'R9"W8N/:WS\+EC;C&][R54\2>[OYY=5/*(:] M+'.9^2A!C; !)KJBQ;\;S/LT]M5L66K83*5^_?Y3'X>G3F[Z"A@G?%"=GC;++'L[.(!]BI6FNV]U.LQ9+%NQ#6KQI[Y
M)IY&Q1,3WKW=(]$$\N?D^]5U=U6(VC9]P/H !X[N&+?G-2VC"QM\;\QKN;Q;&=E7Q/ MR&,M5&M[(Y]KW6;W(]?WS[6=K1/I+S:-ZS'K'"*H]*]*G94\E1?)45/H4]I3 M^ ,H>D7%R7^6V76M7V>$US,7Y'^:-1;'P7$L8]^Y7/7(]D[U1]K M]"]N&IG;'MZRT::-\F_I"!@;P
!AUUG8I]G1=9S#&(Y,7L_P65?" MBOCARF-M+X_%V[I'[>@Q]IW\W.;Y+V[HITL_?F/DS:F/N1/S3;-K" M *C=(>+DQ_$BW)&[C:-ID>CDBRD.%RE9SE15?%+AZ5 M:54[(U/"V[4E:G\C?I]ZT,$[XH3L\;998_G9Q /M4]D^0N5*%%9OCL
MW;,%2NSS^7/9E9#$WY*.=\]1Z)Y(]B>7-]B-YVC]NM2]QT:=2E#V2*G6@]Q(_MB(U$CKQ,B9V:GDU/"Q/+Z"3/.=U:.7)]D !CUU1XN3)<,[%)$BO?B MK>%RG@:G=71Q92M5G7W+V;%7MND7W?)8O]Y>V"=LL..HC?%/R2;*"< M *"]$^*?'B=^SCF-6.
[D<'BH']U/$U^,K9"W:8UW;NC7-RT*]G?S[)^)#' M]IYQ#;I8Y3+.0RM0 FKUF8]2MR%KV6[.^#Y35(:S7+[EM8S)Y'X0 MU]]D3LV"[_O;S5%7^5#=II^Y,?-AU,??B?DQ -#,_+5<58IV$XUT M3%R-\$U;5<(MEGG\BU/0ALVF^?=?DV9G)]'|Y/_MP !Q=^H7C*UPKS[S?
PY>KO]7.*.7>2.-K-:1D\;X)M'W',ZU)&YEF M>U8;X78S^/+(]M[WN7Y2U:SO6)]82K1M:8])>GSZ]\@ %?03<:W.4_M2S=%F#]UWS1Z]R9=Y*O2-\;8ZE/BO4-DY#^$3R-EA\#'6M;BB;W=V?+(QGA= MXO [GFG;%+KAC?+#]]DU2 M]:FT^=DR^?W=!KU9
MWYH7@7\]^=OKAW PZCQ9;M/X4?5?$XNP .9 ZT;\Z[MW^!'AG_0V1-^G\ M/ZI^H\7Z+!>IV_[W'7?^>W ?^@>5#E]NL.VEZ2W/C*U #GT>LV^BIV+A?FC M-^D&X;UR>_PGSAG*TG.5##TUE;Q;S-D6Q5I]LR<->/VE;4N7+;$LOO2>..'9
MI+$4\L:Y#'POVZ?)O'\/6.C#],>T\<=)2B]$QZ7CFGT6G)V6N8'&?;,X#Y#M M47&=@FK5YQAB5R.F? M''W>GR,62?*7VE :<9MV;R>0]*N*Y"Y

;T7C3'.E&.])@O\=N*>[# MI>F!02S]-K\U%UR_X$[EF*?9RF>,_| ?'X__/;5/]/4"E/1 M.CK#M9$E6 '.N];D^W\RRF]3M_WR.N M[\R.!/\ 3W*1YU72OU>M+UM]&]68VP](=37\&[]"_P([S;N MS[..,54IV0>AC^!+T=_HL=/GU2ZB2[]^?>56O=CV9";A].M<@:EM.A[IA:.R
M:=NVN9O4=LUW)Q>VQN>UK9,9:PV=PN0A16K+1RF+NRP2M[IXHWJAYB=IWC]^ MS$3&T]'*']+5Z,ODOT9_4WL7'^4QF7RO!FZY/+[#T]\G3022XW:])?9;89KF M1R36_!V[YHD=R*AF*SO92O>V.XR-*MNNYU+%DC)7?^[S3LN.<=MO+R9N>AD]
M/=OOHXJC.!>;L%LG,723>R<^0Q.%PENF_?N%)KK.$Y@S4O#6?QMGX/+//2M4.3*^LLLRUE@Q< MGCK2;+NF99! F3SL#K7P>..*&O6BAKQ[<>.N.-HZL63);).\]%L?5H/1*[M#S%RYK_I!.>-2LT>$^(LF[(=/^)SU)\#.4^7,99DAJ;U0KV&));TWBF]7=/!
M::C8K6QLKMADD3'W8CC].NT<%>L]7;3XMYXYZ1T= LQ-]6?IM?FHNN7_(Y M3_3.%.F'Q(]W+-X4^SE,\9_[X_'_.>V]?Z>H%*>B='6':R)*L -9[UKGYL M'7_TIN*/]3N4S1IO$^CA]?#^K3#]"7\ZYT-?X;\5_H?-&K+X<^S'B\2/=UG2:I@'.0]:UX"V+COTA^M*9EQ
MS(]LT/M75UKS^LV*OZ2IYTN=6/3_M-:/%%3G#IHW[[97%]_.9K6ZNS_8KNNG>US6O315\Q3^)=^US5MA9\#FF:GM M'5&Q2=^['.3N]<[5M2=K=72M]WC>O1D4>7I]T^FK]/ORSZ-OJAU'IRX+XOX? MY+GDXCP7(7(&3Y$=N$]G_YW:-@V6EA]9IPZOL^OLKRQ:
[@]^1E]LV57Q9*!6 MN3LY#1BPQDKQ3,]6?+FG';AB(GD]]>@Y]+OU?^E/Y"YL?RCPMPGQWPOPWJ6" M2YM.A5-_CSN5Y)W'+/\ L9URI-LVW9K$S8Z#6\#E[>0]G$Z>!_P)%\+;"*OS M-BKCB-IG>7W#EMDF=XC:&R$<'< '/]]8=]";M'!7(&Z]=72UIMS-\;]D
M\IMG.&C:OB_;2<&;??E^'9O<*N,I>*6/BK:KDTUN5\4*5M?MK)'(L5.6LD>W M!EXHX+=[]V+/AX9XZ]W]D .A7K]ZDO1W>+\A>5K>\N!Y%U+"6+%&G)V< MYRYW&8B.!?D)-,O9[L=]/>O=YPV5U%+=[E*PNK^DB]'MNE%./J(XFKW]4+W2M8_)8NYM=?)XSQK"
[LEB&)51O=$]>9R[.\>4_DZQDI/G M'YO0G,_ILO17\&X:?,-UK\);>Z.)SZV(X8V:/G/,WY_UT52"IQ)'N$566= MST:DEN2M78]]LDC&M<-.?TOOK&O('6U]VQ=.'2C@=FX1Z M;L]'-C-[VK/6]]7ESF+#]YS9L#?BPEVYCM"T'),7PW,;7M7;F5A:D=]S'6EL M4'ZL6"*?
>MSLRY<\W^[7E5!'I)Z3.;>MGG72^GO@/59]EWC<;S&2VY66XM;T_M_0R1_'.Z]MEZU6XF!U+7Z\GM+5ES'O*W1PK6;SPUZ MNLMT(=&O&O0/TN<8=,?&'^[L9HV*?/LNUST8*.5W_?
0LE5=9B]2Y9VMX:UD*&OT9IN[/C79,E%#0IL[*Z2U9C8U%D0XW_)W(VV.3MUVGD'<,]Y'-7);1N6< MO;#GKWA^5S&VI\T\7K\9EV4VV]LB. MKW=7/[K'T9G#7QUE?C'D+I^^$] M.V^>WM?"+\GVO:E#[LI9]K(^[+\9\99+#^TL2]_;WH;/9SE8[M@SUX?
<9TL=+W4!U&Y:*G;@X7XCWOD*GC+\SZ];/9W7=?O7=:U METS'QO9+M&Q,]XZ+LYBK+9:GB;[TYUKQ6BOK+I:W#6;>D-'BCZW+USY2[3QF M,Z7.F/(Y+(V]]"X^CC^8+=V]=MS,KU*=.I7Y%DGLVK,\C61QL:Y[WN1$155 M$-?PU/663X]WI#?
1XIN&U!;KM4P^^6\)1L M;9B-;DR-W(WY\'B\]/!5EFGDDEAC:]R]W*B8YVWY=&R-]N?5Y^?'T_-6;_MUE_T5^P]6G$.O=87!&LW-BYWZ>=>N83>=2P6/?>SO)7"'PNUFY%Q56M%-=R>_MR<89BW;OU*D3?';QV1R")[2.*K"_1I\G#/!/26;48YM'%7K'[-#/I;ZHN:>C
M;F_2>H/@+:9]0Y%T>\L].PK%M8?.XFTB0YG5-JQ"R10YS5MAI=X+E5ZM5S52 M2)\4\<4L>VU8M'#;HQUM-)X]]701Z*?6?>@KJ U[$XG]1R&3Z2>64K5:^5I[M9C\SM/%.:RBLC98LZMR#K>+R$F)Q\C_%(K-@]8I*S52-+%E421^*^GO7N\X;
M::BEN]RE6NIZ4'T;%VE%D(?2]%S()HEF9';ZG>%\?=1B=_*7&W]TK9&"7Y/ M]3?$UZ_B\T[\NSR?AG\G7M,?XH_-//]Q]9&]&;TWX#*-T+DZWU2-DGNN#);KRAXM MGQUZ3O/R<_'T@OI ^>?2.\^Y?G/G#)Q5XH8I<)QSQUAIK'V'<6Z4VU)8IZSK MD$ZI)9L2R/\

MA"X,]%GOO*G)VDH8C0X,UN>&P6%=J6J5Q>)BP:N2RW:< MO0Q# MU_#:EKV QUS(336Y]V&UG7ZE6.21%5R1=_"B?)313432L5B(VAGOIXO:;3,| MVQCQYH>K<5Z!HW&&CXR/"Z5QQIVLZ'I^'BQ8GD9#!!!"Q9)9H7]UD<4;&]KG*](B(9==KM M%]F:+-
]]?:6;'I_L_3X[9,N7):*8|>.D3:][WM,5K2M8FUK6F(B(F9G9TPX< MVHS5T^GK:^>]HK6M8F;6M,[1$1'.9F>41'.98->:1WFZ26:5SI)'N7W]]]]GYIZ_7Z[[4UF3[1^T\V74_:&:\WR9]YFUK3YS:9F7^@\.'#IL5<&GI7'@I&U:UB*UK$>41&T1'RA\!D= M
!Y9]6\1H]]N0UK+VHR>*O98K55$5S?&SOW8YKN MRI_TC_37_5S_%"_TC^V:_;?]!?:>?19N*)R8HGBT^>(_MSZ>V^++&V\1-J\ M=-^+':EXBT0/Z@_I?["_JC23H_MK3TS4V^[;;;)2?6EX^]6?:=IZ6B8WB:#< M2_'>T]RQM1517M:YZ M?M;
+Y]_P!]=_TK_KKCK_3GVQCQ_97^I-,F8C>U M]/>9RXZQ-HMFI2^2/\B?Z@_Z7?:7]&6G7Z6UM3_3\VB(R;??QS/2N6(Y?*,D M;5M.T3%9F*S[V/\ 8;_E8 !SY/6_X;733^BQ7^MKD@VZ7N3[L6]|T M>QZH9_#:ZEOT6+'UM<;C5=R/GV=!LQ-H M
'YV5Q&+SM"QB\UCJ65QUIO@L4+PQ1SS M5\C71W?MW6Q*U]=NS/+LNBNIM'>C=GMI]3W9V:MOK-G3_M?$_0SQ1GYXNQ+8J6],$<4:PX^3NK)9.SNR?3W31CS5R3M&^ M^S/DPVQQO.VR 7H"=(S'(GI..&-4P4M"#)7]4Y?DBER4TU>G"3XPV>U.Z66
MO6MS(B0Q+V1L;E5?(]WO%*\4]'BE)O;AC]Z+6L=%;DDCEW+"SDY46WE[B>2]EG)6/'96-SD[^R:K(6K^"Q#/?)>_>EHICK3NP_/#V M > [QQCH_(M9L&UX&K?FB9[.MDH_%4RU-O=7(VMD]ZQVFQ(M]WB6)SG0N7\)BGNF2].[+Q?'6_>AB3L_17WDEFTW7_-
FGN]Z_1HKJOQ1^3/;2_AG\W]NSTBSE1%1+E&I-VCO3 M,1)%;V_,Y#;)V*CO@%=BX3$*OO5DS8)[&2L(U>W96V(47S[M\^RG=EAB,-B)])V54CB:UJO=V[N"W4LQOAL M5;4,=BO8AD3POBFAE:^.6-[5[*UR*BH.G3]=>4]&+V[])7'>RRRW=>GNZ5?E
M\3ECQ[&7*LCU[K(N)LRQ20]E]S(+$$2)[F_2FBFHO7E;G#/?3TMSKRECSE^ MC;D6H]ZXG-ZKEX$1?![2SD,;.DQ+\&+!'Y>D>C'P:Y U47O++FT5B=D[HBI!5FD\U\D[-4^_$8_F^? M#Y/D]C:YT5Y>25K]NW+&U86KW?6URI:ORS-[_@MNY./&LKKV^E:\O][Z4\6U
M4?VQ^;W72S_=/Y,L= X6X]XW:V77L*R7*HWPOSV6Q53R7NGD>]WM2=ZSM+S:M; MQM:-X8C[7T7X]Q)+8TS;;.-:[NZ/&9ZHF0A:Y?XC,G4?6L11-7W>*"9_;WN5 M4[KHK]I_NAFMI8_LG\WIZ[T@\LU9%97EU7(L[]B2U^*>[++:O6(E7Z8TK/\
Y4^GE;4VGNQLZUTT1WIW9;:S]>MZ;C(\/]^&HX7' MQ]G>PIQ>%TTB)X?;6K#U?9N6%:G99)7OD5$\U,UK6M.]IWEIK6M8VK&T/(3X M^@ 'IOD#@;CCD:2:[E\0['9N;S?G\'(S'Y*1WN\5MOLI].0 M>](B>.>&21&IV:Y]'2F6].D\G*^*E^N]IXEJOR&6N-3MW54K_/'U7=N
M_E_NA.Z_B\E7A.IIY1+O&FOYS$0R-T;I4XWU22&[FF6=TR<*M>C\RV.'$,D; M_&CPD"NAE:OTMLR66_R(<+ZB]N4E><\Y9,111PQQPPQLBAB8R***)C M8XXHXVHUD<;&HC6,8U$1$1$1$0X.[_8_1[]/M\T)UK M?F1HWUQ<B4] M@ #\W+9G$X*G)D,UD].*HQ?
AVLA:AJ0([LJHQ))GL:Z1R-7PM3NYW MT(I!_]3^]?Z:_H_[+O_;?\ 5>OT?V=]D8^]FU.6F"OM,Q6+7M6)M.T\-8W MM:>58F>3;]G_&;]H?:NIC1_9F#+]-5;I7'6;V]]HB=HCSF>4>;T9F^IOC#$ MO?%3LY?8)&^)O?$8U60>T3R1%GRLN-1S/%_'C1Z=O-._T_Y#_JW_
'W]_OGW M^F\EL'V7G^T_MK-7>-]'I9KCXH\NTUE]+$UW_OQQDC;G7BY;_P#4OLO_$1_MKC[0K%]333Z2D_\ "W)O;;_K7%&3G\K<,^4[>7AK^KC6DLS'E,UB M;1$_*+3[R_\ 25_WSY]MS6./[0TL6\]]9)C\^7[0\BQ/5/QQ>>V/(UMAPB]K M4=-
:H0W*K>Z]E7QXVW:MN1OO7]X[]O=W]R?^X_IO_@XE_H7]L9:X/MO!]M_9_M-IF-[YM/CS88W\]]+FS9IVZS_N&^W2)GE$;[0_T(_K+2UF^COH]5'E%BG7?T']L:#[4PUK$WKARQ.7'$].UPSPYL,SZ9<=)^_M3_E_VS_3OV[_$_E['[:TN;37F=HF]9X;;?AO&]+?]LVEY(?^[10
M_'K;,<-<0;#EX<_L'%7&VTZ]7S>8T;6,GEX+KK/PUUR') M7<7/CUE^5W\7F?=Y]7S:)\H>P*=.ICZM>C0]UJ-*I$R"K3IP1 M5]M:"-/#'#7KPM9%#%&U.S6M1$1/]6(\'Q7@8M: MUZK>:CD]X_-9ODBQ/&U4TXS_<6!],Z>>(Y[,*/9-F[SI]=;S[-Y0QM@ ']].\'<*[3.RSLW
M#_%VQV8G3NCL9WC__%/+SQNLO;)8]*GC5$5>ZGWBF/.7R M:Q/6(>;X36]=U]"2MKF PN K3.8Z6OA,71Q4$KHV>SC=)%1@@C>Z./Y+55%[M)Y)Y'Q]?M &GAZWKU".U[@7I9Z8<9<:VSR=R5M'+^T00/5+$>#XKP,6M:] M5O-1R=\?
FLWR18GC:J.1T^'[]T5B>+5I:_>FWHRZ]WW8]QZ]4;Z.'W]AZ@.N MO:<9_N+ U&=//$<]F%'LFS.4;B-OY6SE5)?"Z"?$XEN"Q]>Q&US969*_#XF] MQ[7>M3?I2/=YTU.MY]F\H8VP]7Y7A'A?.Y*#,YSB'B_,YBL]LM;* MY70-4R.2KR-G=:;)!>MXF:U$]MIZR(K7(]2*KO?
YGW>?5\VB>L0]@8S&XO"T MX\?AL;C\30B=(Z*CC*=:A3C=*]9)71U]L<4+'22.5SE1]=W+W7S/CZ_0 M ?!:]UKM:Q3N5X+=.W!+5MU+44<]:S6L1NBGKV()6OBF@FB>K7LNT;O9M&C1QE2"AC:=7'T:K$BK4]->&I4KQH]]D< M%:!D<,+$55\FM1/,^/K[0 M #%CKG_
($O6)^BQU!_5+MQZIWX]X>;=V?9QOBHE.SS MTR_P;NGW_AQ1_]'@25;O3[]M>['L]WGQZ M M '@&\<8:/R+5]AM6!]WIV,\%;)Q(M3+TT\U: ME;)5_!92-KE[^RG=EXOCK?O0Q(V?HK=[1\NF;DQ(E5?9T-F M].\<;>_EXLKBV*DOE_UIM]WO_+175?
BC\F>VE_#/YO5MGI$Y<@D5D2:Q=:G M?]^K9]1D:]G*B*B7*-2;LY$[IW8GDOGV7NB=/BNV6M\2I^]PU,:^"1W9._99F)V5//OW1/DZG''3>7V--DGK MM#WQIO1YI6'DAM[;F,CMEB/PO6C$SXEPZN[HY62Q03V,C8:Q4[(J6(FO3OW9 MY]DY6U-I[L;.M=-2.].[*
[%8C%X*A7Q>%QU+%8Z]WP5Z./K0U*L+?>O@AA8Q MB*Y?-R]N[E7NO=3/,S,[SU:(B(C:.C]$^/H !C[OO33QIO$ MDUZ.A+]V8E\3WY#7?8U8+$]]U\=S%R124)N[U5SW1MAE>OO>=]9[TY=8^;C? M!COSZ3\F,F-57SB7"=+;^V8>')TD\O]]&_!M>1OB\/M%SD?
@1._;Q]B0+)X43S_?% MV^COY'KXC'\WGX?)\GF>#Z+MPLO8[8MLU[%0]Y%>W%0W\S91GEW16V(L/ V1 M?-/)[T3W^?N/,Z]O]L2]1I;?W3#)_0>F_C31)8KS<;)LF9B\+H\GL?L;]5Y$ M7O[2ECF0Q8ZNYKNRL>LF&E.?6?F]^'%V M !].Y3]9 M"K/1OU:UZE:B?!:IW((K-
6S#(GA?#/7F:^*:)[5[*UR*BH(F8YQU-M^4]&+> M[=(_'VQ22V]:M7=+O2*YRQ5&_&F&<][O$YWQ;;GBG@_)&PV8HFI[F>Y#174 M7COEN=>4L?,OT;\CU)'KBL3#C.FO'28E^'%TC\O2/1CX-<@:]+WEES:*Q.R=T14@] MS2>:^2=F]??B,?S?/A\GR>R-
=Z*\J^1DFV[ICZL3519*NNTK-Z25OTM9?R3< MC;4C6QTV2(B>)E:."-_9.[57S,]\M[]Z>313%2G=CF]I'-T M '^7L;(US'M:]CVJQ['HCFO:Y.SFN:O='- M!C=O72UQIM\D]]&[5[.G969SI'3X+V?Q9+*[^-/A9T6HQB?UM9:O=? M-57S[]Z:C)7E/.'"^GI;G'*6-V8Z,=
[K2N^(]FUC+5D7LUU[XRP]MR=T1%^# ML]96NGD]]O[_.7;R[_1VC54\XF'&=+?RF-GBK.DGE][VM=6UZ)KE1%D?G(U M8Q%_C.2."216I_(U5_D/7Q&/YO'P^3Y/.\!T6[-8>Q^S[?A,9#\ESXL+5NYB MP]>]T2R7&8>&*3MY>)/:M1?H?'?MPRM_:T8$BBH8]Z.5?"^*)L]-
7LKU^G/?->_*>4-%,-* VK'2XG8\10S6.F\W5PQ%^3)&K9&+YH]*?:VM6=ZSM+Y-8M&UHWAB5M_1IK&0?+9TS8K^O/5* MCU2G]/-.RKY]NT:G'/7=RG39(MZ;2^O3Z0N6K,G@G?]V/9W:GM;>9GD9V7Q=U1M''7)%\/A3WHGF]?R]B=3C^9 M&FR3Z/;N]]%M"&2.?
<]OGN-:K7/QNNU&TXW>'L]M=E+__,(EDC>OD]-K1.1] M>3D5?D\[:]?[8_-TKI8_NG\F7.GZ%].A4/B[4\'2Q$+T8EB:)BR7KKF?@OO7 MYUDN7'(]KV]H]R-[]FHB>1FM>UYWM.[36E:1M6-GEYY>@ # MUAOW#V@
MG=GDYWQ4OWHYL3=DZ*\@R2234=SI3PN5RQ5-DI3U)(D_B-DR.,;=;85?I>LQ#(+2>D;C_7I(+FS6[VY7H5:_P!A9:F,PGM& M^;57'5I9;,Z-=[VRV7QO1/E,[*]'&VIO/*O*':FGI7G;G+*6E2I8VK!1QU2K M0HU8TBK4Z4$56K7B;^#'!7@9'##&G?
R:U$1#/,S/.>K1MMRCH^T_M_!_E[&R-QZ(YKVN3LYKFKW1S7(O947W@8V;UTL<:[=)/=Q M4%C3<.%]/2 MW..4L;\UT9;Y5D+,Z2>7WO:UU;7HFN5$61^'BB?\ 0KD21$_$ MOT^)U5?[8E[C2V_NF&4_'_'&_'BHF?
PSF8_+]^W9'3RMBDKW_"GN^$Q3>'MY=CI3+>G2>3 MG?%2_6.;%'8NBS-QR2/U3\5;8*EK'31M_K'W,2])'+T M%5[+W:GFGXNRK[^(Q_-X^'R?)Y!B.C7D.V]KLQGM6Q$"]GC]C/DFGI7G/.63L$$%6"& MM5ABK5]\;(8*\$;(8((8VHR.*&*-&QQQQM1$:U$1$1/(X.[Y0 M
/R\SA,/L./FQ6=QE'+XVPG::ED:L-NN]414:_VG9S%\T5% M\S[$S6=XY2^3$3&T]&)NX]'.GY5\UK3\WD-6G>Y7IC[;/CO$M[]]I% LLU?) MUVKW_"?//V1/P3174VCO1NSVTU9YUG9Z,R?1WRA4>_X!D-4RT/=/9K%D;M2= MS>Z)^^0W,;%%&Y/-
>R2O3LGO[^1UC4XYZ[N4Z;)'3:7T:O2'RW8D\$OV+T6^_M7[]:S4KXT[KV5>U*A-OB2/Q)$U?P6M]QFM>U^]+12E M:1]V'G)Y>P #UYO7%>B\C0)'M."K6]3(_9ULM7[T\Q5;Y^% M(5Q;9&R]T7S[4V=NWT]_+175?BC\F:VE_#/YO5]CI%Y=@D5D3-9 MN-
1/ZM7S3FQK\IR=D2W2]S>:(B_@>Y4^GNB=/B)TV3Y/T\9T<\G6W,7(M9/4\3#W;[3QY"__,Z/\ 1L))#/]L]G6HX^M#4]0,]_ABKP,C MB8BKYKV3S4X3,S.\]6B(B(VCH^\?'T !_%1%145$5%3L]+YH M]+]"_P @&/&^=,G&FZRSWZU*;5,Q.]O?
>U_V4%2:55[K):Q$C'4']]557+$D M$CW+W<]?]4SWKRZPXWP8[<^D_)C1F^C#=:LCEU_:=7UN MWC5CB_P.?X43S\FJO;Z/H/7Q&/YO'P^3Y/-<#T7;=9D8[9-LP&)@545 MS,3!?S5KP)V[M5+,6'KQO=YIW1\B)[_/W'F=57^V)E[C2V_NF&4.@=.7&FA2 MU[\6-EV'-
UU1\>7V%\=QT$]=E]I3Q[(HL;5F&E.?6?F]\')V_/RVFK/=G9 MZ,R71YRE4>[X#>U3*Q_D+!D[M696_CDBNXR")B_R-D?Y?3]!UC4XYZ[N4Z; M)'3:7TZO2'RW8D\$OV+T6^7[]:S4KXT[KV5>U*A5'5-3P53&+*U&6KO9]C)W41?%VMY&PZ6W,Q'^:,\? MLV+^"U#-
:]KSO:6BM*T[L/.#R]@ 'I/D'I_XWY$DGO9'%.Q M&=G15?G<"]E&Y-)V\I+L"QRT,@Y51/$^6)TRM3LCVH=:9KTY1SAROAI?G,_5]OPN3A[.B?QFI)!'(C5_E:B_P_AZ^(Q_M_-X^'R?)Y3A>C+?+4C5SFR:SAZZ]B.6DN1S%M]?QE^#N]XRLO;R[?[H_P"3
MZ?,ZFGE$R]QI;^E><\Y9)L8V-K6,:UC&-1C&,1&M8U]=_MFM:U.R-:U$[(B>XX.[_0 'U;M*ED]L]'(U*M*^C:C6*S3NP1 M6]MB)WX4<]>=DD,T:]O-KD5%$3,C%K=>D7C_&"2>YK-N_IMV7NY M(*S4RF$\:^:]F.M2Q6H4S[W,AC[;^W?
MXH]\;)6C5R=NW[^[S]_EYKVC4T\XEQG3 M7CI,2_&AZ1N799$8^+6ZS53SEFS?BC3^14KU+$OG_(U3[\1C^;Y\/D^3V7K? M17D'21R;=NE.")]HLU/6Z4UN25O\9L>2R;:;8%_$]U)/[QXM]H_MC\WNNEG^ MZ?R99:#P]H'&
[&OUK"1)DO9^SESN0_>GDT4Q4IW8YO9QX= #%3]OZ(>E?K>TC[NI[AC4.4L M36BM,P66R=23'[G],UM&^WMZ9O&'EQ^V:K8E?&QTOP*W#'8\#6S,D9W8O]M[M4G>L[/-]5O&UHW:L74OZH1IN4OWLUTB=5.8U*K,^U-6X_P">]8BV]I!),]RP
M5]O(^D)@\A4QU5_[TQD^OY"RL2M5\\CV]LFFN]G^Z/R9K:6/[9_-]H^D0]'A MS?Z,[G'!\!\]9[C;9-KV7C;#\?1E>AZZCO2F-Y,R/" M>[\/:+KG$.1U7';KE>4N8K5-+VI^6G2O@K+I$L2T8F^% M$]IW+E9\5]QQ[QO MC$XDT&9[7-
]IB\UL"Y'8M^V#&O8COWW'V=;L^)R=E1&KX\]M3:>[&S1735CO M3NVD.#>GWA#IGT'&\7\ <5Z1Q%H.+[/KZUHV HX.E8M^SCBERF5EK1-N9S.7 M&Q-6Q?NRV+MEZ>*65[E55S3:;3O:=Y:8K%8VK&T/<)\?0 M >K-_P"&>/N246;8 M\(QN4\",9G<6],?F6-
:WPL22U&QT=UD;?P&663,9]#4.E,MZ=V>3G?%2_>CF MQ.V+HKRK)'R:ENF/M1.55C][%2LT9(F_0U]_&MR+9U_E2M'_'C1751_='Y, M]M+/]L_F];R](_+T;U8R#7)VHB=I8LVB,7NG=41)ZL,GDOEYM0]_$8_F\?#Y M/D_N])[3P6K^2N,[]NZ-KPT(:S_IW[_[H;Y^[NGFG
MR=32.D3+[&FO/68AD)I72/Q[KLD5S9;-[=+L?@+WLFL2Q.3R5B^??C;47GN\H=]:>E>=N<]6CIRCH^P M M M_]'?X Y,7IM/G7.N7_M WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9:M-X<^_| M$-IHOEV?/Y2SHNOVW,P&)G6+-6*
[U1,SE('I[2LKF]E?C\;*WP^'\& M2=]N^4C8U/Q>_P!]R?[Z8U?]9?U#G_T@_HO4S7^C/LW+P:])CMM&MU>.?O8I MF.]IM+>.'A[N345M>8M7'AL_UK_HY_I[B^R=#3^]?M?'$_:VHKOAK:/!Q6CE M;;RR9(G??K6DQ7E-KPQ5/SH?]Y_^S3N6L?:KWJ-B:I
MO/"]'Q30RL5KXY(WM145%[HIO^S/M/[1^Q?M'!]K_9&?+IOM339:Y<67%::9 M,>2DQ:EZ7K,36U9B)B8G>)<=1I\&KP7TN]I7)ILE9K:MHB:VK,;3$Q/*8F.L M*;\)\HQ\DZT]WG11[-A?9538;],RUF.O2*9XK:+UC:,> M:F2L5KCG%-O\0_ZF_P!"W_HO[:_X!8M;[$U.]L-
IY\.W>Q6GUIO&TSW]36=Y MM%MO=!_]I_S4 !SY/6_P"&UTT_HL5_K:Y(-NE[D^[%]N]'L>]&?PVN MI,]%BQ];7&XU7K/?.]\"?F1SM]3 MNX&C4>%+AI_%CV=/@G] M :ZWK1OS4>V_X; M^&?],9([Z?Q/HX:CP_]TP_0$_.]=%/Y[[Q]3W(I]S>%+)@\6'5E)RD M
1[]/M\T)UK?F1HWUQ<CW=GHE*H !C=R]U 8W1I+&O:U'7S.U,[QVGR*Y MV,P;_"B]K?LU:MR\G?\ ]#'-2-?ZHY%3P._PC_OIO_?:?V%_I#FS?T5_0=,' MVK_]|3>N:UIF=+H)VZ9N&8G/J(W_
.">EZQCG>=8CEDSQ_AOOP4_SF)XO[(F)X]X$;'M.P[=D'Y39,MGTT>58YVGUO:=[7M_E:9GRWV>/G_BU8 ?=Q^1OXFW#D,7=MXZ]6= MXZ]RC8E]V87_-=%/"]DC%5/Q+YH5?L7[<^VOZ;^T\7VU_3^KU.A^U\%N+'G MP9+XLM)]:9,DU^GMI-=BQYM+>-
K4O6+5F/G6T3$LR^) MNI9\\U77N1I(FNE*1/U. M_P!\W?[[VRZS5:?^BO\ 7/)CB^2:X\'VO%:XZ\4SM6NOI6(I6)WV^*QQ2M=H MG-3;CS1_FW^O_P#12N+'D^U_Z-K:8K$VOI9F;3M'.9P3.\S/_#.TS,_V3TI. M9[7-?3%>@AZA_2@=56(YUP/4=Q?QSI.H\4ZMQ?]&G;
M'K6VY7)U*V)R^R[/FLI?1YK_07T=\)=+>"R%/.VN.-;F=M^U4]/P"+;N0-DR=[9 MMXV-D,G>W\#N['EIV46V'R3P8Z*O YRI$B)RO?CM-G6E."L59HGA[M !]\^F*]!#U#^E Z]L1SK@>H[B_CG2=1XIU;B_4-.V/ M6MMRN3]5L3E]EV?-92Y-BG18[X5E=@VRRB.:CI%K0P-
>Y? UK=&+-7'7;:=V M?+AMDMOO&VRVOH\^CS7^@OH[X2Z6\%D*>=M<<:W,[;]]I4?@$6W<@;)D[VS; MQL;(9.]OX'=V/+3LHML/DG@QT5>!SE2)$3E>_':;.M*<%8]S1/#V M M #%CKG_@2]8GZ+'4']4NW']G?CWAYMW9]G&^*B4[//3+_!NZ M??\
AQ1_]'@25;O3[]M>['L]WGQZ M M M M M M M_.==ZW)\Y# MPG^A%QO]?'4F;M-X<^_\0PZGQ(]OYE1/U.W_ 'N.N_\ /;@/ 0/*ASU76'32 M]);GQE:@ M M M M !]+?X Y,7IM/G7.N7_ WY7_0^%*6+PX]DS+XD M^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9:M-X<^_| $-
I0N0]%XFTC:.2N3=MP&B:!I6'MY_;-OVG)U%O=&M15\4CW-8U')H.G9[M>UBV7**/:KWM1R*O[V.](WM')YKDI>=]SS9_'A[_#$[A_JV$W+]+X?UC+Q=FL=^^8W-[C1NQ]FR-7S8GDY/QH>HI M>>D3M[/,WI'68_-[3XLZ@N!.=*TMWA+F[B'F*G!"ZQ/;XLY*TSD&M#
UT#'3 M2SZEFLO%'"UU])%L3#[%]STF)>WCX^@ ,?.I;]] MZ?\ H\XYBY:ZE.2L7Q7QW/L>,U*+9\OCL_E*C]BS-;(W,9BTK:WB,UD4EMUL M38>CEA]FB1+XG(]HB^]UM>=]\Y>;6K2-[-=+'6STM];& VK:>EOEW#\NZ M_I&8I8#:6:DWVG>%LC6M5/$]*][(]U+4[
MT;%;UOSK.[*@\O0 \-Y"Y#T7B;2-HY*Y-VW :)H&E8>WG]LV :>C#/I3 M]*5T!'];FXYSCSIBZDM3Y*WO7]EK(7M/EP>\:-L=K&4'Q1W\KK^(Y&U;4;NUX MF@Z=GM[6+9U'(]^K8]TC>T'L M]5\S[F_1N/\ ,Y:K(Z+*7&LPV'D8[P/CR.1;(QMB-WT24]L[HD3W>:?
YU_WU1_]IF_TA_T5^U?ZC^S\DX_Z@U41HM%:)VM74ZF+1&6L_BP M8]Y=17E.]L41RB9F/_>?Z;?TU7^]?ZNTV@SUBVAQS.;-$\XG'CVGAGY7M-:3 M\K?296*]N555555555557N]]OF]]]^:]]G\Z=K6O:;6F9M,[S,]9GUE_O*(B(MVCH_AY 'L[B'=9-
$WS"Y=T]QXVS,W%9MGB\,;\5?>R*:23^N^ RHRR MU/+NZ%$]R]?] P#]\R?ZKY]'O\ 6/[*_]:^2:?8.?+&DU\;[5MH]1:M+VMZ M_#W[/4UCEO?#6)G:9W \1_J'_3-/Z]_I34_9\5WUM*]KAG;G&7'$S6(_ZWCB MQS\KS/6(5:/Z.7^" '/D];S_AM=-/Z+%?
ZVN2#;I>Y/NQ:KO1[']AG M\-KJ6_18L?6UQN-5W(]S2]Z?9T&S$V@ M &K1ZW)\V]PG^F[QO\ 4/U)FC3>)/M ,,VI\./?^):SW]SWSO? GYD< M[?4[N!HU'A2X:?Q8]G3X)Z@ M &NMZT;\U'M MO^& AG_3&2.^G\3Z.&H\/ZM,/T!/SO713^>^\?24]R*:LWA2R8/%AU92_3[?
"=:WYD:-]<7')UP^+#EF*?9S">F;^$AT^ M_P"&[BC_%\P)0MW9]D^O>CW=GHE*H #'?G_EE^A8:/ X.?P;5G][UB MF8OR\/BU<^&7))]*6YY&NCK?BL\]%I)FU+ZKUC-DM%L6E_#:N3-[X:TR?]A_TD_T_K_5?VE/V MK]]5W^P=)>)-XGIFR\IC'_P!:5B8MD8]8F9?
[IFLXGO?*]\DCW222.<^21[E>] M[WKXGO>]W=SG.40_P_'-] S1Z;>79UGK\<[):= M,R1]MU6].]7/A6*-7.P4TKE\X5C8KJO?S8]+$B]BQ-;^]W^^# \ ?3.KM]\/ M^AO]=ZBV7%>)C[(U&2=YI-:S,_9][3UI-:S;2<7.DQ;3Q,UMI\=/\U_ZT?Z> M8HQ7_K+
[%QQ6T3_P%4K'*=YVC/$1Y[SMEVZQMDVB8O:V:Y^L3_,H M M M !BQUS_P "7K$_M18Z@_]EVX]4[\>\-N[/LXWQ42G9YZ9X-W3[_@0XH_U#P)*MWI]U6O=CV>[MSX] M M M M M M M M '.N];D^W\RHGZG;_O<==_Y[]ZPZ:7I+<^,K4 M M M M /]/?X
MY,7IM/G7.N7_WY7_0^%*6+PX]DS+XD^[<&]4;^;>YL_3=Y(^H?IL,NI\2/;^9:M-X<^_| $-IN"?PA^C?_,<_MA?Z?8\8\V:7NS[L>]ZQ[D]\]I(OJW?7%UH=.7%W4]Q=RITI8'0N6L3D\SKF(W[>_M7L7M]*KBMBS.LV(\W0UW@O:<-6G??PEL]*6FLQ.\.. M=<%
[UBT3&TL@\CZI+Z2BE2GM5N6NB_+SPM:L>-QW)G,\5VT]O:U6029;I[Q> M.:YC7*Y?:SQIX6KV55[(OGXG'Z3__+?5Z^&R>L?[?1BWR+Q_Z;ST&VP:UN&3 MW+ESC#CZ?)4L/@MBUC?HN6>F_;:<:6+=37,YK=FYG=,]7[$%2S\&I9O%X_). MA9-)5:C/%
(>HG#FC;EO^KS,9L//G$?HW1O0L^F(U/TH_%N?PVVX7#\>]4/$U M*A/RAHN'GD37=DP-^P^GC^2./8;]VYEDURQ;1E;(5)WS2XB]+%&^62*Q6EDR MY<79SR[LM6++&2.?>A;PXNP F%Z8SH_P"3NNGT M>W.73KPWD<;4Y*V'[']GU3&Y]'B\/M60T#=L#N?
V(WLI.K:N,?GX<,Z*I8G M5E:*_P"P=.^.%))&=,5HI>+3T<\M9O2:QU:K/H(_0I]?O#'I!./.I+]&XOS7 M3UQUT_?9OESG(N=V+1]FT2K[K6]T]9SF8DN85Z[,M]_D)43&S48'P M1222S-\&G-EI-.&O.99L.*\7XK1M$-^,Q-H !^'LVRX'3-;V'<-JRU M+ ZO]F#RVR]()GC,E,E?'87
X*A8RF8RU^=WR8*6.Q]62:5Z^36,5?H$<^4=3I MSGHYI_I%_2[]:7I<>H9W35TP2<@8+@7:]RL:7PWP)QP^WA-]Y@KR.L5*N?Y; MM4+<%K8+.[Z,QN) MO5$.]_9M4I9CE_]:X6XIV>[62R_3]=US:>4),4Z2.)\5#,9YMG2L6W(Q.<]E MCX#\/K,')4IKV+;+/%7FMQ3
MV(89/=,M,OW?/TEXOBOB^]'3UALC>KX>G%W;K,RLO1IU'X9\ M,4^_7NN^#--_N6[S:^,S2 !K1^M;?-?87]*+B?\ U5Y.-&F\3Z,^I\/Z ML7?4_OX,O5[_(=M.^K^,]:KO1[/.E[L^[;^,K4 !BOUG]87$70CT^[; MU*\XMV]7CS32P]21K+V49),Z6S$UD M#'JGB?X6.]4I-
[<,=7F]HI7BGH]8>C]](WT^>DIXWW7E/IV]R(]_;X[8YVMU?* M9*Y(WKT9[GA[3"],9T?\G==/H]NCGEK-Z36.K59 M]!'Z%/K]X8]()QYU)=0W%^:Z>N.NG[]-[ER;8,]KTNKK,/6QINOL>]1QPY/,68_$GA>^5]>E2>K>_=%
MB;#.B+V_&O\I^3/_!S'^],MM;_2W]%XK3&&F+5:W+7?E:U[8\&"TQUWI%-1 M$3,?WSMTG;_3G^^>OLZL8?M+[6M'WYMBPUGTB(M>\?7??'^7LPQ/RM?Z2 M %;>,G?LI-2_MQ_OG_P#]G+_6G^B?]+_U)]+<>KS_&-IZY;;[\6;#2,&:W6>]EQ7G7G;K&^T\X ME^??]I]&?
PVNI;]%BQ];7&XU7K/?.]\"?F1SM]3NX&C4>%+AI_%CV=/@G] M M :ZWK1OS4>V_X;_^&?],9([Z?Q/HX:CP_]TP_0$_. M]=%/Y[[Q]3W(I]S>%+)@\6'5E)RD 1[]/M\T)UK M?F1HWUQ<B4] M@ ?7M6H*56S=M2-AK5*\UJQ*[&*"O&Z6:1W_/+(V*]_WC']H_:&C^?R?
ML_/]]_:%XQ;#38;YJI^5:Q,S[.N#!EU6O7FP1_L^2:%M=MHCZS.R1N]9;W?;, ULUOQ-7(VW+5&TO\ T)_I7^G]\ TO\ 8&F^Q/-M,8<<<5OQ]\DO\ M7F9C7&

|5YG]M#MLGK) MV.+T@^XE>BB_(:X1_P 5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8 MXO2#[B5Z*+|AKA'_!7F?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB M](/N)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T
M@^XE>BB_(:X1_P 5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2# M[B5Z*+|AKA'_!7F?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N M)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE M>BB_(:X1_P
5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z M*+|AKA'_!7F?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HH MOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_ M(:X1_P
5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|A MKA'_!7F?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N M$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1 M_P
5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_ M !7F?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?| M%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5
MYG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F M?VT.VR>LG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_ M;0[;)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M
M#MLGK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?VT. MVR>LG8XO2#[B5Z*+|AKA'_%>9_;0[; M)ZR=CB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M#MLG
MK)V.+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?VT.VR>L MG8XO2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_;0[;)ZR= MCB](/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M#MLGK)V.
M+T@^XE>BB_(:X1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?VT.VR>LG8XO M2#[B5Z*+|AKA'_%>9_;0[;)ZR=CB](M/N)7HHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M#MLGK)V.+T@^ MXE>BB_(:X1_Q7F?
VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?VT.VR>LG8XO2#[B M5Z*+|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7 MHHOR&N$?|5YG]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M#MLGK)V.+T@^XE>B MB_(:X1_Q7F?VT.VR>LG8XO2#
[B5Z*+|AKA'_!7F?VT.VR>LG8XO2#[B5Z*+ M|AKA'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR M&N$?|5YG]M#MLGK)V.+T@^XE>BB_(: MX1_Q7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?
VT.VR>LG8XO2#[B5Z*+|AKA M'_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$? M|5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q M7F?VT.VR>LG8XO2#[B5Z*+|AKA'_!7F?VT.VR>LG8XO2#
[B5Z*+|AKA'_%> M9_;0[;)ZR=CB](/N)7HHOR&N$?|_%>9_;0[;)ZR=CB](/N)7HHOR&N$?|5YG M]M#MLGK)V.+T@^XE>BB_(:X1_P 5YG]M#MLGK)V.+T@^XE>BB_(:X1_Q7F?V MT.VR>LG8XO2&-/)WJU_HC>1:DT>)X!VCB?)S1/B7.\8\P\FU;<.K%%%#+#B-
MUV/>-1BEK)$KFJF-[2.>Y94D7MV]1],L>>[Y.#%/ELB5U4>]&[+C:^0SW1AU M.U-E2)DLE/C?]'P[,+EI&Q=GMBK\HZ'CYL1?O66]K&1SZUC8&O:BOG1KE6/M M75?CC\G&VEG^R?S:]O55T2]571+N4>B]4/">Y<39BXZ?XEOYBK6R.H[3'6\" MV)]0WG
VLKINUQ5DE9[;XOO6'5U>C948[Y)HK>MXWK.[/:EJ3M:-GC/31U4= M0'1[REA^9>G#D_9.+M^P[FQKD<'98_&YS&^UCFGP&VZ]=CM8#;M;N21-=+C\ ME6LU7O8U_@21C'M^VK6T;6C>'RMK5G>L[2Z,GH>/3PYK=B6QD:==KIH)KM>*Q-7
MP9<,X^<FT^=CUU32=UZI M-RS6F:]R%L-[5M7M873=GW.6YF<=C5RUJO-5U?&9.Q3C9117))*UK'+Y(O?R M/=*6O.U7B]ZTC>W1X'T2>E7Z)/2&;)O6G]+O*&1V_:..L'BMEV3!Y[2MMTG(MMP.6OSXN/+8R#:L3BW9>E2R$<<-M]?QI5?:KI)X?;,
[KX[TYVCD^4R4ORK/- M18\.@_^.66*"2>>2.&&&-\LTTKVQQ111M5\DDDCU1C(V,15555$1$ A)G_M %DWT1VNYW-:_:Y^VF[:P66R.'LW<+PYRCF,/;GQER:E-;Q.7H:Q-1RF-GD@ M5\%F%[X9XE:]CE:Y%7MV&7T<>WQ>JYV(RE+.8G%YO&R.FQV8QU+*4)7QOA=+
M2R%:*W5D=%(ULD3GP3-56N1'-[IE3N<79^B /074UU/ M\'=O#FT\]0V^8SC[C;4XX67,I=:/;OY7*W5>S%ZYK6%I1SY78MES$S%;6I M5(I)GHU\CD;%')(S[6LVGAKU>;6BL<5NC6'Y#];ZZ7L/EK=3B_I.YPWO$U[L MD%?+[=MND<[A>G!::^CO2_'6+>K,X\/8 M
>L,;.8-'Z?N(.3>M1<#= M2G5-I'3WM_3/NO#&#!W!S]BVG*Q874TY!TZ#4M:Q3S&;CI2SHZ1?8-DG9HMIK5KQ;[S#/74UM;AF-HEM5F9I M /I9+)8[#8Z_E\O?I8K$XJE:R64RF2M04<=C<=1@DM7;]^[:DBK4Z5. MM$Z2661S61L:KG*B(JH$&^H7UE/T5W >W8-
M+'[]XHL=NVV9W1-"V"-K8VK[?&Y2Y57VK425521&=[Z?);Y>[C;48X^?L]"Z M;ZV#Z,;9\O'C/N7]ZSR]E:B?(HO\W) M]'=4]3ILD>CS&IQSZKR=-G5ETW=8.ALY+Z9^8]*YAT]'5HKUW5MC=MUC(PT-ITW,30,5Z4LM2IV_GB]GV\SC:MJSM:-I=JVK:-ZSO#(<\O2
M/GI;?3"\4>BCT_C>QLG&^P\R\I MC/L[P[R?Q%;UN+D+C/.[#0VVM7QNWQYAVN[!JFW5,9KS]EPMF? 7*\ M[I<90L5+$+4DB1DT$DC+BG'/K$F++&2.7*85X.3J M !SY/6_X;733^BQ7^MKD@VZ7N3[L6J[T>QZH9_#:ZEOT6+' MUM<;C5=R/GV=!LQ-H ?!:M5Z5:
MQ=MS1UJE2":U:L3/2.&O7KQNEFFE>[LUD<4;%9TYST2*YQY=O\ MJ[3+-#)+#]N(EGK:WCW(Z/O KO#)E;<:^?P_(HQ*B_U*/PQI[G.=1Q8^SK_M)3U37 ?IX;,9/7\K0S>&N38_*8RS';I7*[O#)#/$O=%\^[7L2EBR1DKOYO:QS=]5\P M\FT>+--
N9Z5L5G+6%6AK^.D=Y7.6OYS-79LAE)'-YY<<9*_Y>3KBR3C MM_CY]\5+=;_4]WJ4\=FG=KPVZEF%R/AL5K,;9H)XGIY/CEB>CFK]**3>G*>J MEUYQT?8 $NNI7F>;?,_-J6"M?].=KMQ\:R0N[LSV8K^.&?(/>W MNV2C4>KXZJ(JM>G>7NOC8C-
^#%P1Q3WI8,^7CGACNPQ;.[. !\L$\U:: M&S6FEKV*\L<\$\$CXIH)HGH^*:&5BM?'+&]J*UR*BHJ=T#[T5]#(@XNP &+74SS+)Q_@XM6 MUVU[+;MCK/"W=GHI&8FT (J^GV^:$ZUOS(MT;ZXN.3KA\6'+-X4^SF$],W)\#I]_P -W%'^OF!*%N[/LGU[T>[L]$I5 M
'YF6S6'P--V0SN6QF%H-D9$Z]EKU7'4VRRKVBC=9N M2PPI)(J?)3Q=U^@#Q?[:7&7]L;1/\KM?_:!]VE\W@^VEQE_;&T3_"NU_P#: M VDWAYV?'T !XYN&VZ[H&H[3O>X M92'":EI6N9S;=HS5B.Q-!B-=UO&6LQF\I-#4AL6Y8>C!OIR]*KZ/WJXY+J\.].?
4GK'*)5W#Y,/UM5Q&M<@XZW M)A\%#'/EKZV]AU##XR.&G'*U51T[7.5R(U%5>Q[MBO6-[1R>*Y*6G:L\U!SP MZ'JSFOFOB]ITXNV_FKFK;Z6A<7Z%2]9';MNR-3 M*7]6%7I7LI1PM2>>IA::3R:Y*7[L[LUSP]@ #Q[-;=JFMRP0;%L^O
M8&:S&Z6M#FLUC<7+8B8[P/D@CO68'RQM?Y*K45$4;#\7[:7&7]L;1/\ *[7_M -H'W:7S>'ZV&W/3]BM24M?VO6L[=B@=:EJ8:XO)VHZK)(HGV9*]*U/*R!D ML[&]41]J.>U_=4[_-I?7DH /'-PVW7= U':=[W#* M0X34M*US.;;M&:L1V)H,1KNMXRUF,WE)H:D-
BW+#C\93EER M*B-YVCJ^3.T;ST8-].7I5?1^]7')=7AWISZD]8Y1Y*NX?+9^M]N(UKD"6Y, M/@H8Y\M?6WL.H8?&1PTXY6]].G:YRN1&HJKV/=L5ZQO:.3Q7)2T[5GFH.> '0 M \5W+>)](XYP<^S\A;E M]NB:U5=X+6PEL.(U?!UG)#-85L^6S=RC0AM))V=
(GR(W.]S55$1,\HZO MDS$=>C%NMZ1[T>-W(,Q%/KSZ,;>5EG=5CQE;JBX/GR$EIBN:^LRE%O+[+YV. M8J*Q&^)%1?+R/?9Y/PS^3SVE/Q1^;+C!9_!;1B:6>UG-8G8L%DHWRX[-8+(T M\OB;\4BHGA[ZOU@/#>0N0]%XFTC:.2N M3=MP&B:!I6'MY_;-
OVG)U%O=&M15\4CW-8U'/)H.G9[>UBV7**/:KWM1R*OJV.](WM')YKDI>=JS MS9_'A[8L=<__"7K$_18Z@_JEVX]4]\>/-N[/LX MWQ42G9YZ9?X-W3[_ ($.*/\ 4/ DJW>GW5:]V/9[O/CT M #ZURY5Q]2U?O3Q5:5&M/B1'-W+>0Y5V]:RR2:#5\7)+6US&.
<]K&UT=X7Y2U$O9OQCD> MWB=Y=XX_#'W7PJYU+%CC'7_+S3TZ8L3GER1CKOY^2 M0.8S&3V#*7LUF;D^0RF2LR6]MRP_QRSS2+W55^AK&IV:QK41K&(C6HC41$I1 M$1&T=$V9FT[SU?F!\ ]W<&\NWN*MHCEFDEFU3,2P5]DQ[45_AA159%E M:C.RJE[')
(KD;G;VT?BC7S5KF\LN.,E?\HZ.V+)..W^,]5=*UFO=K5[E2:*S M5MP16:UB!]9(;%>>-LL,T,C55LD4L;T<='S@ M #!7JMYGFI^UXNUFVL4TT,;]PO0.[/9!8C22#7XY$\V_"(7MEM*WMWC"LUR)-?O2_O=+'U^_M?]]M6%1O?
MY8WN]WR6JJ]>J5F]N&'F]HI7BE''==RSF_;)D=GV"S[>_?D^3&W MNVM1]1]VU0 M /87&7(V:XQVFGL>(>Z2%%%2OEL8YZLKY;&/>BSU)NW=&R)V\<4G95CE:UW MFG=%\9*1DKPR]X[SCMQ0L;KFP8O:\%BMCPMA+6+S%.*[3E[>%_LY$^5%,SNO
MLK%>1'1RL5>)&N:OFA-M$UGAGK"G6T6CBCI+]H^/H 8[J=3?,TV MA8:+4M;M>QVO8:SWSVX7][:!85RNB?:C5'>**_D'M='ML'-[MW8ULCT5KDC5=&# M%QSQ6[L,^?+P1P1PU[TIA*]]]]]U7S55\U55^E3
6K M<;[';5^!S$ZLURS8>KOBC,3N[MQS7.[JS'Y:1>S6I[F.TY%1$[DS:C%O"M7KYM6GR[3P6Z3T4=,3:"6'4=S18Y!V&;6\';Z(SO)Y+)V;OP8N"O%/>E@SY>.W#'=AC*=V< M #[%6U9HV:]RG8FJ6ZDT5FK:K2OAL5[$+TDAG@FC5LD4L4C4_SB[M
3PZJN9YLCD+'&6M7%CQF-D1NV6ZTKD7(9*-> P 2>)BHBT\< M[LMAO=?'8^0]D)D)?%LT^+..TMU\F/49=Y[.O3S82FID 4QZ7^9Y]TQ MN'/BX) MXJ]V6[!EXHX+=Z&7!G:0_*SF:QNN8?)9[+V&U<9B:<]Z[.[S\$ M%=BO>B.W*O)F9Y2VJSGLDZ2&
MC$KZV"Q/C\4&*QB/5T<343LQ]]?R?/+V[R/_!,:QK:6/'&.NT=4W)DG);>> MCUH>W, #R74=LS>D;#CMFU^TM3)XV;VD:JGCAL0O3P6*=]+NB35+4+E8 M]ODO9>Z*CD14^6K%Z\,]'JMII;BKU6,XZWO%Q\RHC5589?-CE:WVD+F2(B(Y";>DTMPRI4O%Z\4/.#P]@ !
MZYY3Y&Q?%^HWMDR"-GL_\V>&QOC\#\GEIF/6M61?PFPL1BR3/3\")CE3NO9% M]XZ3DMPP\9+QCKQ2C_M>U9S=<]D-DV&X^[D\C,LDCU5R0P1=U]C3]1.<]*]. MK'V9'&B]FM3Z5[]M*M8K'#7HFVM-IXIZO'#Z\@ 9N=+W.,^.NTN,]KN.
MEQ=V1*^]9&S(KGXV[(]%@Y9'*O>A<=Y5O/]YF5(_P !]?9Y=1BW_P!TKU\V MO!EVGL[=/)0TQM@ &-O4?S$_C77(ML1@IVLW#9(IF47IV<[#XQO>*SF%:O=$L+(OLZR.3LLGB?YI$K5[8<7:6WGNP MX9\O!7:.]*5Z2221SGR22/]RJY[WN55557NJE!@?X M#X
!EETQ\SS:=G:^CY^VJZIL%M(Z,L[N[<%F[+FLBD8]?ZEC\E+V9,W\ M!D]ME^2GM5=GSXN*...]#3@R\,\%N[/Z*;F%N #ZE^_3Q=&YDLA M8C]4,?5GNW;4R^&*M4JQ.GL3R+YJC(HF*Y?Y$$1O.T=7R9B(WGHD#S/RODN5
MMJFR+WSU]>Q[Y:NMXIZ^%M6EXD1UNQ&U58N1R"L1\SN[E:GAC1RM8TI8L<8Z M[?W>:=ER3DMO_;Y/3YT<@ /V,!GLM]^9Q^?P5V7'Y7%V&6]=J+MW9(SR M5CV.16303,5621N162,;JTRSP]@ !Z?YLY2]\5:;/EFI%G\DY^.UNA(O=LU]T?BDN3QH
MOC=1QL2^TD[=D2O9?+6YKV M2R5].Y>N3N\4MBS.]9]9'D1]=W+Y(B(U)>2(B(B)2B(B-HZ)LS,SO/5^>'P M #WMP/S!-ER::74,U-%!GZ**^1M;N]1QYJ]"GB5+=)%^6C4[S0H MK%[N1BMY9L7:5Y=Z';#EG';GW95N@GALPPV:\L<]>Q%'/!-$]LD4T,K$?%+'
M(U5:^.1CD5]HO944G*+Y0 !@7U6NQR,5/#&%Z%/N=OPT5LIRKM4^2E?-7P%!\U77,2Y[O9U*/C[?"YHDR#P]@ !B7U/\SS:.1BH]+UJTZ'9]_5_=+>O5Y/#/@ M\-(KHO%"]CD?#DZKYJ]^:JJ_2IN8"\ !FOTK\T3XO)5N,]EN.DQ&2D5FK6[$BJN,R3U M\28=7O7RHY)W?
V+47][LKX414E56Y=1BWCM*]?-JT^7:>SMT\E$C&V@ M !_%5&HKG*C6M15B4,.+@KO/=E/S9>.VT=V&-Q MV</LU+=JA:K7]5B6KUX'V-+?N=KUX$M[M.B_!S\$WLUD.0;& M[QM1$1D['HB(SP=YV;'V=N7=GHHXY$7V<37O[*C5/5*3>W##
MQ>\4KQ2CGMNUYO=M@R.R[!:6WD\E,LDB^8;\3?2DUZ=6+NJ0U^D2(R-O=>S4 M\U5555IUK%*=$VUIM;BGJ\/KR:<'K#\-'C']%_2_K7Y] S(]7&_ZDOJ ML_.CB;_1.^ ;*X #V7Q5R9F.+=JJY['/DFH2K'6SN*1_:'*XQ9$62)6N7P-M MP>;X)/?')Y?
@.>UWC)CC)7:>KICR3CMO'18G!YK&[A\;GSHY&=_"]B]G,ANI0]3XDZ1.#.0^H;G#98-7XYXWP M;6BL<4]'*B])=Z2'FSTEW4)EN7^3;ES!Z/AI;^)X9XAKY-UW6^*]+GGC>W'U M%97I097.;U\'BGS.7? RQD+#&-[1U8*E:O2QXXQUVCJG9,DY+;ST?G>CO]&W
MU'>DHYE@XMX.P.;&NX=;M[D[EW8JMZ/C[B_7YY?"ES-Y"M"]3'CMDG:'2@]'+Z(GI$]&QJ5&/BG4*VYIW?V.OFN;'L&G;!@]LU/.9;6=IUG M+8[/ZYL> R-O$9S YS$6XK^*S&'RM"6O>QN3QMZNR:">%[)8I6-D7XHFX:YIR5#'=8?
#FO59MK:WX+2@YHT:FM"%Q\M8.A7 MBJU]>:@R%F*ML>/KQI7K7)X;5=&07&UJF#-B[.=X[DM^'+VD;3WH;"9P=P M !_U=_@ #DQ>FT^=]'_P!: M7#74AC9+LVKX+.)K7*V#I*KG[-Q)M;XL7O6)2!$#Q.RZWG,;;EC'9K Y MVA7RF'RU"=OR9Z61Q]J.:)Z>3F/1??
I)G3E/53Z\XZ/W &OIZQWU^^N-^A+, M\9:5F_B[F]JT^.N)=/\ @EGV.5P"GP&'[<&ZU_9RPV8@FN9'.!N9.'"UYXG-FKY M#.UYX^_L'=-V'?>>>D.&>_!3:LN9$4>K>+?]\!+ ?GC(+P-1_P!P7!_J]GE^-L[:>VTF^S0VN
MF2V39]F33<9DKC66522+]PF+U&W%662%OP6/(3^S>[X1(UNS2QRFWFQZJ><59 MF>A6]!#T"39-QW;$ZUINMVMAR=37,!K>OZ M=LFO8Z6:7!XVK9N7+S;=SX7-+'%)# JQ+XRYKQ>:UG:(>L6&DTBUHWF6T=P) MP'Q#TP<3ZIP9P-I-#CKBC1_CW[%=-
QEW+Y"CA_LEV7,;?G/87,[D,KE9OC#9 M-@N6G>UL2>%\ZM;X6(UK<]K3:>*W5IK6*QPUZ/KZ_P!.W*?#7'FA:S4X?W3D5F9Q_P L1;#*Z3M#[3Q,;VH^+ M:Q-1C]HK&'6.>:?<@Ph:(LTUL#$D.F&UG_FJ4.%MT1IP'X"?LG=]-XF9>7+;ZFA(]TRKP[>UN4C#[V,]F*AQAPNZ? MEEVC`7
TB\?O!]'P?)1W)^7Q9A0M]>[Q4G5^TU9#.5..IIZ M)NBM.LPSLUSS7(_<9/]-QLQYMU/[MQ!%.&]<=M7Q2*5NBK:@\'ZT2_KH#7\+TLQ>PZ(#M_?'5]%1^PQM^\EEV)YFV/?RA["Z/=@0GGVNK6J<!'&=+~ -W%7%*B^AXA$C>SX7>UD,S6!>BM1IV&=$(Z, "D\VSF@]3Z_FE\/:7KX\D=5Z7YKYU\&1I*\X8ERHX36 %)@6]9PHQX)@-DM9*E98OG(%-,!6ZZ'=!&!)Z:0CO$/XQ\AW0&E!W;'UQ3BRYC!
ISNM:#ACLODCP8K1 M-HDC*B+FG6+M$B,&81^T:9D&9/R-XWIKWV'AAK Y4&?UY?G(>?!SFMJ^Q=+#6*3?QB4(X)HMP!0!L&

M7F6]6W2BF%AZE<1K5# |A<<96U4PE'G#"Z_"RIKN2Q6PW9:^,Q/(VO8AC:#/ MC!\=/)8Z"M"Z>L^I'\(T85X8QMK< M...;A|M:R&P=-'4/I&5OZ,^]:G\=G*8_6\R_"Y_7X,S+%[5;^N9'',R35259 MIF.:Y=-J8\L,]?G#+7)DQ3M^DME;I8];GX/VEL#IVW+B;)R.6"QOW#F2
M@Y(TMS_"UZ7\EJ.<=KNXZ[2[^)BQU]AF\2-=[GN2/A;33_;+174UGO1LV>. MF+K'Z8.LS2EW_ICYJTCEW7H/8MRK-L[LESR]-2WUO3^!9TR_I1-^]?D$TZ M7OS[,VJ|D>[SOU1OYM[FS]-WDCZA^FP^:GQ(]OYDTWAS[_Q"X'5/Z.CHLZV< M_JNT=4G_^O|
+V>TC#WY\C' MR>2)XNR(BF#TH'4YP9P-I-#CKBC1_M+_8 MKIN,NY?(4/_$#_*)/+Z'I.6R71?HUK(Y34=;R-^R_<>66 M.L7;N&I6;4[FQ\@,C.Z:>5SE1K4:G?R1$\C%.;+OU;(PXMNBB'2WT:=,O15] M.PZ)TO<3X?B/4MKV/[+=APN&RNS9:#)[$N,HX?XTEFV?-
YRW%+\68V"+PQR, MC\.:+X>ZJJ^+7M>=[3O+I6E:1M6-H.;?K2OI*]SV7EBEZ-_A_8;^-T72\9K6 MS=1*8*U/%:WG?MCK5=BT[C?(+2F5;VM:IK]O'Y2:J[NRUEKT221H_'Q*[5I\ M<;=I/7R9=1DG?LXZ>:@?HG/5L^G/BOB?3.9.O'08>..?MSP>/V*;B+;9+D?&
MG#D.4A@O4M:RNLU9JC-UWFC5?[++ORCK&+KV7OKUZKE@2Y/XR9[3.U.57O%@ MK$;WYV7-W7T7'HW^0=673=DZ%NE1,"RM/3]1Z[P;Q[I64Q->T]9++,!L6EX+ M7]BUUTT]^-SJ-NN]7]G=^Z(J<8R9(G?>7:<>.8VVAHM^G,]#L[T6&]\:]3G2
MELNZTNG[8\V+LYXJ]W]FX[Z$?T@60](CT*:5R=NMF";F MGC?+6^'>;71NJ1NS&Z:MC<3=I;NRE6BJMJP;YK&8HY&5K((JT61DN5X/$ROW M,N:G!?:.C5AOVE-YZJ\')U '/D];S_(;733^B MQ7^MKD@VZ7N3[L6J[T>QZH9_#:ZEOT6+'UM<;C5=R/GV=!LQ-H M
21ZG45.<-V545$%'U_=.S^+/T_9Z$.KB (0>L,?P+N,?TH-+^JCFH"(_H1OG$N)OS M7Y5^KG8@-Y< 6\T%%;HFE-@ #Q/?&/DT;]5]NFA)'+'^WDKF3E$ 30ZS6.3DW /5KD8[1 M,:QKU1?"YS-@V97M1WN5S$D:JH]'B3\:&[3>'/O_+^8=3XD>W^_V(IH9@ M
!7]IT_WEM$_P"E#(?Z;R9.S>+*E@*'NLY.H M 8W=5S9G<-9A8G(UC,M@'6$[]O'"N1B8UJ>2]^UA[%^CW?\ M/^^G\6/9PU'A2E.;T\ 9L]%+)%V3>)$1?9-PF+8]W\5))+|SHT7^ M5S8W]O[RF75=V/=]TO>GV40,;: (]^GV^:$ZUOS(T;ZXN M.3KA\6'+-
X4^SF$],W\)#I]_PW<4?Z^8$H6[L^R?7O1[NST2E4 M :[WK1'S3^\?X9^%_P#6*R=]/XGT<-1X7U3G]3N_WLNNO\^^ M"?\ 5_DTZ:KK7ZN>EZ6^CV.-KG.1#[6LVG:.KY:T5 MCBMTWTFPM5K[45+ 2.>_Y+&H MQ'/Y6U4_VQR^;K72QM]Z>?
R>%]8/JCFDPZ7F]EZ&N?=YDWG&5K>1H<7]0D^L M9:$;7)%%-.F"PW(FGZUIRZM=F5K8J;LCC;U=\BM;9M0,5]AOVNIG?[\VR)M'-XUSV8ZB^=V4B="L=OX7[S8HO7CKWMOS>,.2:6X+= MW]G11,+LWG#TC7I*-@Z6=+S=N]Q=Q3SLO35P-QI2R2PZSF>2]VTLX
MRSF^9%8I'42>AAI&/'Q3UF-Y3\UYODX8Z1 M.T+_'!GJC/2'A-&Q;>HKG[GO?\ DRSAVLS]CBO(Z1QYH&+R]]%CK":YC-AT M+>-ER#N4MHY4X"Q&PX? [YAN0*F'K\D<92;+EF8C5-BL;!K=/"Z_MNO9'- MW*F-GEBQN,LU+]FNK89HIWNJ]L6?
M)X;1]YQRX.SCBKSJV)?5H/2,;]UG]+> M^\,PWYLALFZ<4;M3RZZ-?SV2NO?>S^PZYD=6R>.N7 M7OEFDK,HOLO=/,Z23AJ,<4MO'27?3WF]=IZPV2K]^CBJ-W*92[4QN,QM2S?R M.1OV8:=&A1IPOL6[MVW8?'7JU*M>-
TDDDCFL8QJN7U'@)VMZ;H^$NK(QTN'^RG=M2W#8]OI-A;K7VHJ6 D<]_P EC48C MG\K;J?[8Y?-UKI8V^]//Y/"^L'U1S28=+S>R]#7/N\R;SC*UO(T.+^H2?6,M MB-KDBBFG3!8;D33];TY=6NS*UL5-V1QMZN^16MLVH&*^PW[74SO]^.7R?+:: M-ON3S^:?_H+_$K_
#9T"]3N,Z NK3*9VEP)L?(USB>U@-_GMKE^F;EV3+OU MVLN-GL_'"X?2+VV1-HYO&N>S'47SNRD3H5CM_"_>;%%Z\=>]M^;QAR32W!;N M_LZ*)A;G/I]9&]+;RERWSYO/H^>#-DRVJ\'<19*'4N8YM;MS5.>LL6?+,VX*](9'=! M/JGF'W?
BS5N2>O;EKDO0MQVS'5LU]HOAU-3P^9T>G:8EBCC=XWO:\%N]2WL< ML$C?A^/HXN%N/D1T+;DS^[H_E]3M.U(C9ZIHMXWO/-[:ZOO5(N'W\>;)L?1) MS?RC0Y0Q5"YE<+QQSGD=/V74-QLU:\TD6K8S;M>U;1LEI5O(O:QE>Y?;EJ[9 MODS>RB>LT'FNIG?
[\1M\GVVFC;[D\T;8ZU7CXDY:RN5;J>'WG&T[D3I=6R6/VIL&.V*)/8P3T'/ELM=-2KO MCZYL<7IQ1WHARPY)I?AGNRZ7A@;W,,]9E^=XYU_3@KZH]4*&G*/JGZCQ9^ MCWOR4WTDWK+G4CFW\2T6Z[TO\+7:N%U>UO63N:=PQQZLU6.L[9=G7$TLS-M'
M,.ZUG/O6JV-IY*[0ISLKL2"BQCW_".ST]>?>E]GM-1;EW85OZ&_59]PZ8.1 M#@3J6W7K0UK.97A'E'3^25X_U?@S*3X_9OL6RD.3?A4W7+W=0&?H4MGW M>Y=JZ1PUQ];MR56[SR9G(+4N+IW9('-LPZYK^.I6EF:!K MN&.DY+;GO=-G2[Z0#U@/JTWC==GY
LYA^,EH9'ECFS??W\><M0:SF;]MV#TW2]9HN;7BEEB@M_$FM8SX+%*E>:6:6!B3VDW6M3!79BK6^>V\M MGC4O5#^ABGK-6KO?4=U8['N+('-O9[4LIP_I6LV+2QHC9JNIYCBG?LI3@2;N MY8WYJ=RM7P^-%3Q+GG57\HC9HC2T\YG=#CT]?]\G-
7HZ=/L=4/3MR?G.;^#] M*R-#+;/?3#NU7F#A?V5ZDS$;5?\ B"]8I;+@*.5 M[+O@RS>.&W>A>/K@_@6=7WZ+O/\ ]4^VG&G?CWAVOW)]I@[F+8 M^:^%\52R/+&5XHW?B_0+V0K-R5;5]@W]<3C6;8W"/@L19_(X.E!-)1IRM=7E
MOK"LS)86R0R4KTB\;3T3:7FD[QUV;/W1MZKKR3U)8IW45Z3'G_D_5.0.697[MOFN-M)L8O)LT/FNIG?[\1M\G MVVFC;[DSO\T./0D]?O+WHV.O/ <*\D9#8]:X5Y/Y3BX4ZC.*M@;;;6TS=9\S M]@U/?'X61SG8+;N.=J9#'E988G6+&(AM57,DD2NL7;-2,E-XZQ')RPWG'?:>
MD]74$)Z@)Y>E)Z[<1Z.?HPY.ZD[&*J;'M]#XNTOBC5;\CF4-CY3V]T]/5] MV42.U2L38+"LKV,ODXH)HK,N,QUAD+VRN8]>|=.TO%?)XR7[.G%YN>KT5]&' M69Z?#]^Y!W/D#E3*25,=+2V'GG]"W&M+L&/T+%9ZWE7ZOINF.C!>Q%2:[D)* M=R/"8"G-
CL;2IU9GJ^"*)&R;KWIAKRCVAAI2^:V\S[RVE\5ZI!Z/:OJ.XO,< MU=6V3VR2%CI=LI;AQ/BJD-V.-[?]P:W)P]DX(<7-(K7203V;5CLWLRRSOW3/ M\3?TC9H^&IMUG=K >E1]%'SQZ&;F;BSDSCSE7.
[3QEL^PV=5FARK=6V=N*OV6X/<,;2DCM4;U6PROEX(IY(8X706:|&C'EC+$Q/5GR8Y MQ3$Q/)O->A"](KE/2/\ 1/@>1M^FQWV\^,,_:XIYK;CX(;,&8V7$8_'Y/#;U M7Q=>"M6Q];>-S+'78VI%DF7(8$;'"C&X\U.SOM'26S#D[2F\]7S>GQ^:
M'ZU_S$TSZW./1A\6#/X4N>;T%=:74[P3Q=U&I)'2!BMGCYQZ\]NZ=^/\)N6C M9&S2WW"8K2;G*U._JNB+4^#V,;L_(-_DNG43+-LPKC,?!;5G@EFCM5=UZ5F8 MM;I7=AI>T1-:];-G#I6]45XXGT;'YKK7ZCN2IN1LQ49>R.F=.LNHX+!:C;L M1PR.Q=K>.0M.WR?
<]=9ZO]O8AQ6,A61WAC]HQB32Y[:F=_N1&WS.*Z:-OOSS M^3'7TDGJL+.#.&=OYPZ'N5^1.5?M=8>]LVU<+\LU]6O[QF=6Q-1;NH?5?O2 M3;WQ1U+8OH+Y#V3)9OA+GN//R<6T..L/.GR3%N">DNA286YST_6&O31<@<]\ MP[UT.=,^Z9/6^G?
C++7M(Y;S^IY%8+?._(6+N+6V+#RY;&R^WGXRU/)P.H0T MHGI7RJZ&>U/\(@^])%NP8HK";O?LPY\LS/!7N_N\^]'SZJER'S1H.OP6B9]2!_=V)^*\G;K^- M&VG5IV25V_+ZF(G:G-]HIF-[SLSUYG]4(Z7LCJMUO3QU0\]Z;N\5:63'2\S MU^/.2M5NW&=W0U;M?
1]*XGR^+K6%1&.L,EN/A[^-(9>WLU\1JK;_'HC9[G2 MU_MF=VM3S!M_7EZ*;4NK'T6W41!DK?$W.6D4VX[69LS?R_'<-R'=\'MVL\Z< M&Y*Y7AB^+-EM:I/CI M]_PA^LC_,<>_Z\9 Y:KNQ[NNEZS[-]LQM@ T)/7!/X0_1O_@8Y"_UXQYL
MTO=GW8]5UCV;+GH#OFA^BC\Q-S^MSD(X9O%EWP>%"OYR=0"9_IDN*,?S+Z+C MKDU+(4ZUWXIZ?-YY-QT5F*69S%/E2N1KE1 MCG*=,4[9(GYN>6-\-423LR])W9Y^-FK4QOCW])9=-.V3;UAT*.8> M6=$X'XJY$YIY.S4.O!UK&V,I?^"P*]CKN1L15_95:S
M%66U9>R*-'/>U%Q1$VG:.LMLS%8WGI#FC\X_P#7MZQ)UPT.*N-JV1KZ4W(Y M7(<7\0S9FYC.*.#^-,;9CJV^1N2+55+E.QGTIVH%R^9?#9NV[MB.ACHO ZG2 M3?$4P4WGJP6M?/?:.C8AX+]46Z1\|K..DZBNH?GCDK>GTH791G%\NE<8Z)5O
M3U7IU'D'9\E#1M2)\'LOR%/VR1^.2LU'K"SA;4V_MB-G>-+7^Z9W81 M=?\ ZJ'F.,>.]CY1Z#^7-RY:L:CB[N9R/!W+U;7Y.0=CQU"'X1:;H>[ZCA]8 MU[.;&R!CW18JUB*"VT;X(;3IUC@E]TU.\[7C9XOIMHWI.[R/U;?TR'(KN2=; M]'/U2[??
V;7]B]7L7TU;SMURW:V;5MHP\,UW[2^;RUU);%_7LOC:UA, MR5) ML=K#T:?*N6PN-;=Y%Z:96= M16E210(^]-C-)QV0@Y+P\+'/K'-!#U1CJS9KG*?43T6[%D?9T.2L%0YTXTK3S*R!NX:4RKK/(6- MJ1=G)-
DMCU&_B[G\7PUM=E7S\D3MJ:\HO]''36YS3ZM\$QMC";TCG532Z*NB M'J.ZDYK$$.9X]XYRC=&BL>!T=[DS:)(-1XUH.BJ M>%CE3WCKQWBKQDMP4FS0_P#5CNE.[U,^D;L_;I!=S^J]+&N9#EC,97*26+Z
M97EW=Y,CKG'$66NS^UGGRGPN;;;##*^5)'V\$CG*]/&BJ-1,AQ\,>;'IZ\63 MBGI#?LZW>KKCCH6Z8.5^I[E!9+.O\X%L^-UZI8@KY7<]NRU]##Z?IF&6;NG MP_8M@NP0.D1KVU*ZRV9&^R@D5,5*S>T5AMO:*5FTN^D3]8TZR]FS. M6VF%V-U]K>^]#?
MPGI/K6]@U/ M+<:-I68Y&/\+F6R,'A>B.8Y6^)>$ZF^_*(V:(T MU/.9W1Z]*%ZM+R7T7\<;+U=(_*>P\V<6\:U'[3NVG[/0]8?F?0-?Q+I+M MO=M<3EM;CI8+=\3KD$"6;[ZU3$WZ,3%GCKSQ,E?#UQZB+SPVC:7+)IYI'%6=X5T M]6\]\7NW5EB\MT4]4&UR;/S?
OOJ;=BX@Y'S=F6;9.5..\]"CG=?VN_U4S6 M]Z-'-7G;>DE?>S&,DEFG:^:C9LS\L^**_?KT=<&6;?? M_JGVTX4V'?.LZW_@)YD_Z8,*;=1X?U8M-XGT=+&U;JT:MF M[=LP4Z5.":U;MVIHZ]6K5QKNEL6;-B5S(H(((F*Y[W*C6M15541#_WN:AZ8'
MTMW/GI3NHUW2MTQ6=J7IGK\@P\=\4\Z1)?ARO4=M3LW'A\3O.X5]Z\^*W>_9@RY;9+<->[^ZI/1UZHWA,H M&*V;KKY^W/7]SS%2.W:XJZ=I-2A^PWV]99(L=F>3MSUW=<5L&:KRRM;;CQ^% M;1ADB>R"Y;C>RPG.^IY_HO[$*V_W=)YUX/V;X1<
MRG#>QMRKJ69Y!X[HOLR08O-8BXY;.0]TWNH;%1\2_+G6G;BZY,=*O> M2V*W#;NNF=B\ICMOHR:KI7ZM>/A+J M7ZZ^MCIMZ8/0T=*^*S#-4I9CD/);1B<'FI,>_DB?:.0MMY'N7.0,^_X+4UKA MWC[&YQUF;'OC8]Z?\ U0C@>CJ>
M/FZI^J/ES9MZLU&2Y7'=/]73=&U/#7GHU7T1=-Y$S&RU*SD+L]+PMJK;_=B-OF[UTM=OO3._R8U=;-GY4S&NUK MN39P=S'0UZIN&SXVK%+86EJ/(^LU==UN_M2LC2."C>PV-K7'N7_=D#D;')ZI MJ=YVO&SS?3;1O2=V!'H.?3%\K^C]YXP72UU([#GY.D_<-
R^P?;,!OLF69DNF M?<9\A-B7;3@:F4_W;K.N4<^[V>T858XXHHO;7(XFW(9&6O>;%%Z\5>]^[QAR MS2W#;N_LZ43'MD:U['->Q[4>Q[%1S7MZ*GO,#>YAWK,OSO' M.OYB<%?5'JA0T_A1]4_4>+/T9/=)W0/UL>L98L.6%,A;=,^/)75N,9YM>F"."L M;R]5I?//:?
N_P"W17CDOU0SHZOZ3D:O#O4OU+ZIR/\ !%7$YODN?BWD#2?A M](55K,CJVK<<<:9WX)8G1$5T68\<+%^[_&54[.Y1]K;\XC9UG2UVY3.[5'XKY M*ZM?0:^D2R-+()/B.0^%-PIZWRSHN/S%UFD\S<8Y)M#,2XN29T,#,I]V\!:G? MKY+"W;%7VU">6M;2&.Q![-
NF8KFQ_*6:)MAR?.&<'O%/7-ZS!UP;]O>?VV3 MCGA/0I_%:SF6CR&=XYZ=^/LM;M)]"VD:O#FWG^[W$7U%]_+]E]) 5#^A9VHR4JO4;U9P[VN.]E%LD^6X> MLZBS+=_^;V328^)ZN9DQW;_JE38&2_\ 6Q]!Q^*OOTC9V^%IMUG=J@]6'2_U M?>@OZX]53
GR4,'MEAGOFO: MY>DNU_]\3W6]=B&>?36U!JODDKZYO>!R%[5>0==JOG>^S+0PNZX._7]RR]DD]5DKKCCH6Z8.5^I[E!9+.O\;X%L^-UZI8@KY7<]NRU]##Z?IF&
M6;NGP_8M@NP0.D1KVU*ZRV9&^R@D5%*S>T5@O:*5FTN[_>I68Y&/\++F6R,'A>B.8Y6^)>$ZF^_*(V: M(TU/.9W1Z]*%ZM+R7T7\<;+U=(_*>P\V<6\:U'[3NVG[/0]8?F?0-?Q+I+M MO=<3EM;CI8+=\3KD$"6;[ZU3$WZ,3%GCKSQ,E?#UQZB+SPVC:7+)IYI'%6=X
M5T]6\]\7NW5EB\MT4]4&UR;/S?OOJ;=BX@Y'S=F6;9.5..\]"CG=?VN_U4 MS6]Z-'-7G;>DE?>S&,DEFG:^:C9LS\L^**_?KT=<&6;??\ ZI]M.%-'O'O,O#@ ?N3]2Y6'H_NNOE3H'W'GC>>#\9)/R[S3TW[1TYTZ#LD"K M-0^3N^YYGC/CFYA[_)V,R&Q
M>VRUV[RGRKR'BMWJ7=[OV[B29&I#BK:P6$D22]-*]R19[ZG:=L<1LJTTV_/) M/-YKUB>]0:!B>+]@V?H=YWY3S7)NO8N?*8SC+GVSH>9H=0U M;C:KIV8OL1K:6M%(ZS I]9WVO$;/MM-&WW)Y_-&/T$/I"^4_ M1^]=&I\&[WD<_C^#*.<.2,=PQS+QMGK-RK1T;?
ARPWFE]IZ2Z7_(NHMY X^WO0WWW8IF M[;:L^HORC*R7'8UNR82]AG7VU%GK):=32[[1(UDC\?A\B;W[I@B=IW;YC>- MF@9Z2[U;/1>@3HEYJZM<-U8;9R7DN)_MW'IKK7-*^2]$ MY(KX.QPG@]$&9GT?:<5L\.*FO1\C69*4.1DQ:0NE;%(Z-K_$C7*G9>$ZF9B8
MVZQZN\::(F)WZ?)MVF5] &MOZQQZ+/D/KVX)X^YCZ?<'-M'/W3<[9EBT*BD M+YGN-X:$2VGR5Z/NP^-JIXHY'-[H<9B8Y3U=M]^C]\ M"<_I>/FONO3]%WEO_56\>\7B5]WC+X=O9IC>J-_.0\V?H1/!%Z<6^S8E]%YZOUIGHR^I:YU'8'J;V?
ER];XTVGC==4R_&.*U&HR#9\ MIK>3DRJ9:EN>>F66F[7&L2+V'A>DJKXD]*(O#)G[2O#ML[X\'9VXM]^3.OTL MGI%M6]&?TD;+SC;HX[9>2]@R,6@\(:+D)7I5V?DC+T;URI:S,-:S5O\ V(ZK MC.$^1RCX7QN?%"RJR6.>U
X\8L3WER1CKOYM#GHO]'[UX>GVY_W_GKE M7EC4)4]H;#!1Y2ZB>0]JS.4,5UF@6>M'8V7O3#&T1S]&.E+YK<4SR]6RQ@?5'_1\5-47%['S7U:9O;9H(M/A&UXW;N*<#2KW(72.<_$:U+Q@#FH]M"TCFI+#;MWY>S?WN:-5[IG^)OOTC9W M^&IMUG=K\^E$]!-
U%^BEKXOJQZ?.7L_R5PIJ.SX>9G(^OLN:'S)P=G[5VM6U MO+;$F!O.A?B[.8GCK5L]BIX%CN2,CGJU?:0NE[X\U@\U7'8]FX"CQ%7>+E2"+'-Y.T7*M?5UOE"#&005Z%7+ M.OU)[&.[+1AR]I7:>]#8$.+N M&+'7/_EZQ/T6.H/ZI=N/5.'O#S;NS[.-
\5$IV>>F7^#=T^_P"!#BC_%#P_M)*MWI]U6O=CV>[SX] D1U)MF9S9O*3N\3UL M89S55WB_>7ZWAGUV]_Q-KN:G;Z.W8HX/"C_;S3L_BS_MY/1IU<0 ! M;[1&21Z/IL9(UWX39&XBFUZ._E1R+W)=^_/O*K3N1[0\K/+T M
>);^BKHFZHB=U74MD1$3S557#W?)#U3OQ[P\W[D^THAE1* M'OSIA8YW.&EJUKG)&W9'O5]*],:NIYUB.>]>36]]Z)W7Z51/I.6?PI^G[NV# MQ8^O[*VDY1 &%76HURZKI3T:OA;L%YJN[+X4<['=VM5?]/LRZKNQ[HUFQB %(^BY%^P+:5[>2[<]._T=TPV+[I_Q
M=T,6J[\>S=I>Y/NS&,S2 (3Y9%;EK\X/@ !Y]Q2BKRAQNB(JK]GFH+V1._DW8,>YR_P!Y&HJK M^)#SD\.WM/[/>/Q*^\+5DM4 &-/5FQ[^'<@YK5GBR?Q4\O+M MV2=F\65+#X4/Y MW>!T&UMC9W\VS,DUU9W=NWEXV/C3W^?A_P"?[-+_'?1CU7]OU_A@B:F0 M
5$Z062-XED<]%1LFU9E\2K[G1I6QD:JW_GGVL;D_OHIAU/B?1OTWA_M5E*9V@ 1CYG14Y8Y$[IV_P"GMS2^?XEN2]B_WE12GB\.OLF9?$M[_MO61[

#GR>MY_PVNFG]%BO];7)!MTOYI>]/LZ#9B;0 ? M3R&/H9:E:QN3IULAC[L+Z]RE6^DS*8R:SG.,D?E<6[QS2ZQ/-WRM!/PG,Q=B543*5FIW\,;W)9:B(B+ M,Y55-N/41/*_7U8\FGF.>/IZ,,[U"]C+.O5W>"Q3O5I]EN!_;OX)] M]AD].-.GW?
N1I]EE"77M6"*2N[L[QXNF_P!G8RKW ML7Y"L\,"KY.E:.1FP8:&2:.&NU M?P\K1;[2UBW-;V\;G(ZNBKV;*[S[;L>:E^72S#?#>GS]]$G5Q 'VZ-"]D[4 M-'&T[60NV7I'7IT:\UNU/(ON9#7@9)+*]?Q-15SGF>>3E'HH/CL=0Q%"IB\73KT,=0@CK4Z52)D-
>M!$WPQQ11,1&L:U M$_XS'.S,[SU;(B(C:.C[I\?0 ?Y>QDK'QR,;)'(US)(WM1['L> MGA9SY[FHV)6UZDDKU[R/P-N1 M4AI^-R]_@TRMA;W7V)WADF)K.T\I?DG MU\ 'M7CSAK?>2K$/Q%AY8,2Y_AGV')MDIX6!B+V>YEES%?>D8]=ECKME>BJ
MG=$3NJ<[Y:4ZSS]'2F*]^DKW,T53,UVJQ,E=$3PLD14FA3MX5 MR^+9\)/#3]HL=?-4T=D4R13(GO8ANIDI?NSS8KX[T M[T743/W:_3[?-"=:WYD:-]<7')UP^+#EF*?9S">F;^$AT^_X;N*/] M?,"4+=V?9/KWH]W9Z)2])W>E$Z"/NDO2?G.E_M[:_VF/CG=-+V_P"SC[!?
MB_!OL0R,M_XO^QG[,=%]M\8^T\'M?C!GL>W?P/] MR>\=^SMQ;;O&2G:5X=]F.GH=_1$_T3-_#/M3_:L^QK M["NUJ[\O7_> M,OPVUMZV_3_>MPNJVTRK69=F@L76P0MMV*M:2G5GM-C:EB:M4EM7I:L$LJ*Y MD;IYG,:J-5[U3Q+E:F!?7QZ-/I0]
(IQ[!I/47H\EC.8."XW1.5=3G@P7*"M MJY%*U\NN[&ZI=BM8QTLOM9<7D]][$V)6MDDK.D9&]GNF2V.=ZO%\=)*K>_@33&JK_'1.[-.EG^V8V?H\+>I_\O7,YCY^HGJ[XWU[6XG1 MRY7&<+:AL^XYR^WV,2RTL?G-Y@T6AB7+.Y[6VI,?=[,8URUU5ZM8G51_;',C
M2S_=,-O?HFZ#NFCT?7$D?#O35HS=:PU]S%D]LVG+V&9G?N0L[%&^)F>WG:75 MJT^8NPQRO97@CCKT*,;W1U*\$;E8N6]]7G>S32E:1M5F*>7M+[TD/HD>D[TF M^LX]'FG"Y;5.4M3H3X_1>;^/Y*..W[7Z$DDUI-?RBWZ=[%;=I[LA,Z9<=?A>
ML#WRNIS5)9Y9'],>6V/IT<\F*N3KU:J7)OJ@74_CUJ3"Y5K',;_N=R.56?+:J/[8Y_-]C2S_=/)N$])72!T_]#_#6%X)Z;]#I M:+HF*LS96]X9'W]@VS9;E>I6R>W;EG[/>_L>SY."A!')9F7M'7@BKPMBK0PP MQY;6M>=
[=6]M:TCAKT9,GEZ8"=?'HT^E#TCW'L&D]1>CR6,Y@X+C=$Y5U.># M!VKD4K7RZ[L;JEV*UC'2R^UEQ>2KWL38E:V22LZ1D;V>Z9+8YWJ\7QUR M1M9J6\S>J \Z4,YDI.GKJWXFVG6I/A$V(J MUN)T8-%H8ERSN>UMJ3'W>S&-K6)U4?
MVQS(TL_W3#;WZ)N@[HH'UQ)'P[TU;,W6L-:LQ9/;-IR]AF9WD+.Q1OB9GM MYVEU:M/F+L,UYWLTTI6D;59BGE[1.]*7Z#3 MI@])M-%R'DLKE.#NI#'8N+$T>:M/Q-/-1;)CJ-;X-B,3R?I=NWBZ^Z8[#Q=F MU9X+N,RD$;61)<=68V!.V/-;'RZU<<2
MX?"W\IC947H%]58X(X(W3")L%K<^L<-Q9"K*DE.?< M'Y.]>V+D:M#+&V5*4D>)Q\COWJU7N0JYCN=]3:8VK&SI335K.]^;V[Z3?U<+ M'>D4ZL-DZH,?U<-X-79M1T76;FBQ\ +R+#%8TC 0:W!DH,_]NW1(XH;F,I5V M)59CF,A]EW\;U;UU5 M?NROM/?
9K@=%PGV!_N>/M@_%GV%:CBM5^$_91]O+2/AGQG\5^W\'Q=%['Q^# MQ/\ #XUT8_9UX=M_JSY,'';BWV^C9%XWU#[7W'>A:%\8?&_V$:7JVH?&OP3 MX!\9_8U@Z.&^,/@/PJ[\"^&_O:>R]M+[/Q>'QN[>)>$SO.[O$;1L\T/CZ :
M\OI'/5Q^CWKFVC8.7N.\ODNEGGG9)WY#8MGT; 4,_P ;[KEY?:/M9K<>+I;N M!B^R'(3*UUB_B,EBGV95DGMQVYY'2+WQY[4C:><.&3!6_..5D \[ZH7UJ5\S M#!K/4UTNY?7G3S-L93.OY8UW,Q54A:Z":' X_C[:*,\|EA58^-V2C:QB(]'N M5? G;XJGI+C\+?
UA0/H\]4EXDT39<3N76?SU=YLK8RS!;^U#Q9AOX'$TV>"MC\5BL?#7ITZT2=U\+ M&)W#VL?B\:?:SM,3Z26C>)C MUAKZ>BV]7<^Y]]5F-ZG/W8'VZ?B_1-RTK["/W/\ ]KGVWV75Z4'QG]DOV[=[M]G\7_^_L?B]WM?%V\;.W=>^3/VE>';;ZN&/!V=N+??Z-EPSM
!]T>D;]6F^ MZ]9G,?5S^[3^U+]MK[7O_4/OW.7V>?8_P#8'Q5H_&7_%-?V^-,^-?C7[#/ MAO\ T;:WL/A/L?WSV?M7Z,>HX*17;?;YLV33\=YMOMO\FSSJV$^QK6- M\L<3\<>O8B9- M7L0OBL5;$3)H7LE8Q[?L3-9WC]^3$3&T]&FUU0>]&PY/;LMG^C[JAQVM:CDK
M+[./XVYWUS*9.QK23V_:2TJ?)>G?"+68Q=:O*K*K+6!2VQD+&SVK#WOF;JKJ MN7WXY_)EMI>?W9Y?-CQQ;ZH)U/Y'-8YO-G5=P+IVN_"^^6EXMP?(7).:^_,E MD7P8ZOMN!XIHI;LP-8GBEE\$#WJOAF1B))ZG55\HEYC2V\YAL?X/T&/2KQEZ M/?
GGH1X*MW]"R/4/JV'Q/(O4-M6(AWWD;9-BU[-4<]K^P;'1I932:M_$Z_?I MK\!PE*SC,=7;-*]-6::Q+/G[:TWB\^7D[IC6*32//S?4]#?Z&_[DI^Z-_P"^ MC?M__;_^U#_VZ'[57V)?:J^VA_W%#DCX^^/OMD?]:7P7X%_SF]M^]??8M]FOV._%&W:]M7P MG[%_LBU+XW^$?
$/L/!\8U?![7Q^)WA\#N=+<%HMZ/=Z\=9KTW30]#[Z$#[E# MR'S)OO[IW[??VV]+U[4/BK[2WVK?L\B'.6,S\8?#OML\C?&OPOV_L_9>QK M>S[>+QN[^%.F7-VD1&VVSQBP]G,SOONO<<78 U2MI]6+^R7KZV/KC_=N? OL M@ZO\OU6_:O\ W-
GPGX)\:\SV.7OL"^S7[?M?V_L/A'Q?\;?%#*[%V]O\ !$[^ MQ33\1]S@V\MNO^\9OA_O\>_GOT;6IF:6,G5GT>=._6_Q'D^$^I3CK&\@Z3=G M^_L:LTMG&[!]>PQ5;-2CM6G;%CY(,KKNPX^*W(UDT,B,EB>^&=DU>22)_JMK
M4G>O5YM2MXVMT:A'OJ@&T)LUVJTN]7.O2ZA;G?)0UGGC4,G3V'!UUD3P5;& MZ:!%DL?LTC8E5?;)@L5YHC? OFXU5U4?W1S9;:7\,\OF]<<0>]]0F1S6.7G MSJUX:U#7FNAER\?$&L[OR-FIFM2=UBECIMSQW%E&LZ561,9:ECE]G[1SUKO] MFDG-%AMIVAE6[I=?
+U-;O3NL5,+1FQ&,B>Y_LV1OEED?PG+:;Q>WEY M-$8]Q2:5\XZO3?H??0@?0^9-] =._;[^VWI>O:A\5?:6^U;]C_P 0YRQF M?C#X=]MGD;XU^%^W]G[+V-;V?;Q>-W?PI]RYNTB(VVV?,6'LYF=]]U[CB[M""/I@O0@?
=7N0^&]]_=._:$^U)I>PZA\5?:6^VE]D'Q]G*^9^,/AWVV>.?BK MX)[#V?LO8V?:=_%XV]O"O;%F[.)C,?=QRX>TF)WVV1Y^\WO^NC/_#"'_P!M M/G7XK_']?]XY?"_Y?]_O7VZ']<-&.Y7?D_2(V[=!LB+:K4.E"'7)HNR]V5[MUCJ0RD-:15[?*=7E3_GG\3XK_']?]X?"_P"7Z?
[UFWP3ZIWT <=Y.KF>9.1. M=.H*:LZJYVNY#.8?C72+BQ.BDLI=H:5CF;FYME\:M1(M@B1D+W-7Q/\ #(WQ M;4WGIM#W&FI'7>6QAP?P#PITU:!C.+. N+M)XCX^Q+G2U=7T; TL'CY;DD<4 M=G*Y)U6)MK,YR\V%JV;]R2>Y94/;Q\?0"4O
MI'O0Y]'OI+L;7RG+6OY+1>9,/09C];YWXV6ABM\J487Q208;98;E.YA=YUZ/ MV/@97R4$D]2)\B4K%1TCWKTQY;8^G1SR8]Y.O7U:LG)?]@G51CCX>ZKNG M[<\"V=GQ9:Y+P?(W&>7EJNF1)/AU#5\#RS3@G@KJJ[[.S(V5Z=OWM%[HC55
M\XEFG2V\IA[TZ=O5!,K#LV/RG5;U98>SJ=.S#+D--X&U/(_'&=KLM-=)49OV M^,J0:^V:HQ6N>W 7GHZ3Y/A\".=YMJOPQS^;[72_BGE\FX3TU],W!_2)Q!K' M!73UH&'XYXVU2%WP+#XMLDUO)9*PR)N1V+9,Q;?/E=DV?+NA:ZWD+LLUF=6M M17>!C&MRVM-
IXK=6JM8K&U>CWP?'H U%^KKU4C3NH_J9YLY\T/K&^TGK?,6_MYKD2/B]O3@S>8-3S.U2-RVU5J6RQ?23QETLZGL?V;_81]D.2V7? MY-?35K6]][9M.P9'/9G8[6 3-;'\5=_AL=2O M^VL%.I#'[5WA[KQR7F]N*7? M'2*5X89NGA[(=>DG] AT<>D4S-[DZ?XVZ?
^H6[&B7^7N-<;CK57<)8H;$5: M3DS0[KZ>(W&>%TS7.O06,7F9FQ1Q27G0L9&G;'FM3EUJXY.-+\^EFMOM?JA' M613S7L-'ZH>F;8M=^,6Q+E-KK\IZ9FOBGL[Q7?B'$:5OE%R7NO M^Z$[>??XJGGNZ6_E,,T.E#U1;2M;V;%[/UE]2$G)&$Q\]>Q9XJX5P62U"%
M9MT4;GR4\SR5G[;MB^*9K"M9)'0Q6.N/A:JQVX7N18_-M3/2D/5=-&^]Y;@G M&?&7'W#6@ZIQ;Q5I^ T#CO1L/6P.I:?]^.@Q6#P6*]^)8ZU*G7:UJ.DE>^6: M5WBEL3R/EE<^1[WNRS,S.\]6](B(VCH_'YPXV^W-PKR_P_\ '7V-_;6XNY X
MV^R+XN^./B'[.M3RVK_'7Q1\.Q?QI\5_&GM_@WPJM[?P>#VL?B\:*SM,3Z26 MC>)CUAKZ>BV]7<^Y]]5F-ZG/W8'VZ?B_1-RTK["/W/\ ]KGVWV75Z4'QG]DO MV[=[]G\7_^_L?B]WM?%V\;.W=>^3/VE>';;ZN&/!V=N+??Z-EPSM#!7KO\
M1R]*WI&.-8>.^I'1G9*YA6W)-$Y*UF>O@^3N-[U]:ZW;6G[/)3O,BK7UJQ?" ML?=KW<7<6.-TU9[XHGL]TR6QSO5XOCKDC:S4KYG]3^Y@IYO(S=/'5[QKL>N2 MR32XG&\SZ=M&EYNA$K)G5Z&1S>CQ[[1RTC)&QL?;BQ])'M'MIC>N(_P"]ET*?
GWSM_J_QD:]+UM]&35=* M_5[1]"GT&=-/I!_0@Z=PWU*:1]D6'K\W\W9'4MLPMB'#\@\=9Z;.TX7;!H>T M.J7),1?DCB8V>"6&SC[S&-CMUK$;48GG+>U,V]?1ZQ4K?#M;U82] K9E]XS)YC1]?(./RC6O;&V2]%1I]Y M'.I_&-.VC M=,W?B1D+K%#'9O>
(]"HXF1\CI&,MRX^ZC&M:]:SE+G\6]-.B?$%?*25+>Z;QGK,6UYWLTTI6D;59K'A[:PWI,O5P?NBW5YO755^[M*^T]]FN!T7"?8'^YX^V#\6?85].*U7X3]E'V\M(^&?&?Q7[?P?%T7L?'X/$_MP^-=&//V=>>;'?ZL^3!QVXM]OHV1>-]0^U]QWH6A?&'QO]A&EZMJ'QK\$^ ?&
M?V-8.CAOC#X#*N_OAOP+VGLO;2^S\7A\;NWB7A,[SN[Q&T;/-#X^H(^F"] M"!U>Y#X;WW]T[]H3]4FE[#]'Q5]L[:7V0?"V#XQM>/V7C\3?%X&\[V MX[3;U>Z5X*Q7KLR_/+VDMZ7KT7'W5?A7C+A_[>?VA_M<\HIR3]D7VLOMH?'/ M;4]AU?XE^*/M@\=_%_\ T??;_"?
A4_\ 4O![+Y7C;TQ9.SG?;?DY9=^BD]';]S%Z7[O3=]N#[=WPSE';.2?LS^U_P#:U]G]E&*UC&?$OV._9MOW MC^_8YX_A/PY/:^V\/>R9X.[F3)VEN+;;D^XL?9UX=]^:EQS=$.O23^@0Z./2 M*9F]R=/\;=/_%"W8T2_R]QKC<=:J[A+%#8BK2:]AH_5#TS;%KOQBV)*
[\0XC2M\HKD45$[5?C+V2]U_W0G;S[_%4\XEPG2W\IAFAT MH>]+:5K>5O89^LOJ0DY(PF/GKV+%7"N"R6HXK-NBC<^2GF>2L_;=L7Q3-85 MK)(Z&*QUQ\+56.W"]R+'YMJ9Z4AZKIHHWWO+<$XSXRX^X:T'5.+>*M/P&@<=Z M-
AZV!U+3]7QT&*P>"Q57Q+'6I4Z[6M1TDKWRS2N\4MB>1\LKGR/>]V69F9WG MJU1$1&T='X_.'&WVYN%>7^'_ (Z^QO[:W/%W(&WV1?%WQQ\0_9U]>6U?XZ^* M/AV+^-/BOXT]O\&^%5O;^#P>UC\7C16=IB?22T;Q,>L-?3T6WJ[GW-7]LQO4 MY^[_^W3\7Z)N6E?
81^Y_^US[;[+]]*#XS^R7[=N]^S^+_@??V/Q>[VOB]>-G M;NO?]G[2O#MM]7#'@[.W%OO]&RX9V@ U:/2-^K3?=_>LSF/]Y_=I_.E^VU]K MW_J'W[G+[//L?^P/BK1^,O\ J:_M\:9\;_&OV&?#?^C;6]A\)]C^^>S]]_1C MU"!2*[;[?-FR:?CO-M]M_DV>=6PGV-:QKFN?"?
AOV/X'$83X9['X-\+^*L?7 MH_"?@_M;'L/;_!_'X/&_P]^WB7MW7.TOW'L;(US'M:]CVJQ['HCFO:Y.SFN: MO='-![X]8O]]_1YU [IL/)' ?*>Y]*.4VJW>RN6TS#ZOC.2^*:F9O MS2VK-[6=2R.J#@7J1_=V_9Y]I'E'4>2?L,_O^\>:Z;AM%M^D^G^];=!F:@ !X
MKO&BZ9R;J&Q:!R)JN W?1]MQ=G";/J6TXJEG-?SV)N,\%G'Y7%9"&Q3N5I4[M+X7L7LY$5.RHBHB9B=XZODQ$QM/1J?\ 5[ZI;T\5)9Y;4BX_6,Y\>8+=]9Q="_P"1%M.WV,M?W3/8ZPSS=7Q[,#*QZ(BV)&>)]\[:F9Y4 MC9THHCG>=VVUH^BZ9QEJ&NZ!QWJN
TC1]2Q=;":QJ6K8JE@]?P.)IL\%;'X MK%8^&O3IUHD[KX6,3NY55>ZJJKEF9F=YZM,1$1M'1Z=ZO. /W572_P]=-WV M6_8']N[B[;N-OLS^(?LH^QC[*L5/C/CK['?CG7?CKX![?Q_!OAU3VO;M[5G? MNGJMN&T6]'RU>*LU]81B]$;Z K[EAU(;MU!_NL/M[?9CPALG#?
V(_:*^UA\7 M?9#OG&N[?9'\?_;DY#^&?_M>?!?@?P*+VGPSVGMV^R]G)URYNTKP[;*RF,OUHK5*[4F@N4K<,<\$DC4^Y>]3] MX/V+9,AD>#^LKD;BS6[=^6U5UKD#B7!6:=+'E.RAOHA?02_8/W4WV^/MC<7+Q MM]COVD/M7_$W?;->VCXZ^-OMO,N;M(VVVY
MO>+#V<[]]\FP6<'=KC>D1]6MZ0.M#:L[RWQ#G\CTG\S[#-;R.PW=+URCL?%. MXYJS[%\F7V#C*2_@$Q.8M/A7VUG"9#&Q32SR6+-:U.Y7KWIJ+4Y3SAPOIZWY MQRE!S)>J&=;<6:C@P_4MTKWM>5UOVN4R5GEO%9IC6)_N!8\#5XVS-&5UE?ZL
MBY)GL/XJRG;XJGI+C\+?UA3GHE]4_P"!>(]MPW(/6)S!9ZD+>$NPY*CQ/J6O M6=$XML7*D]>:K'N&2MY7)[5NV+\43G24XTPT$WB2.=)X?:1R<[ZFTQM2-G2F MFB)WO.[;2Q&(Q.OXG&8'XS'83!X3'4L1AL-B*5;&XG$UHJ>.QF,QU.*"C(HHF-
:UJ-1$3,TOT0 !BQUS_P)>L3]%CJ#^]7; MCU3OQ[P\V[L^SC?%1*=GGIE_@W=/O^!#BC_4/ DJW>GW5:]V/9[O/CT M !]+(XZAEZ%O%Y2G7OXZ_!)6N4K<3)]]F"5OADBE MB>BM>UR+_P 1]B9B=XZODQ$QM/1?EGL,S&*FLYOC-'YG%.62:76IYF_&^/1
M5\2LQL\SFLRM6-_A8YS;*(B-3VSE54V8]1$\K\I]6/)IYCGCYQZ,-;M&[C; M4U'(T[5"[6>L5BG=KRU;5>1ODZ:.O.R.6)[5]Z.1%0TQ,3SCHS3$QRGJ^J'P M >^.-.GG?\ D66M;6C)K>MRJUTF?S$#XFRP+V[NQ6/>L5O*.-7HZ#NO9LKOHW4S4ORZ68C#JX@ #
[E#'W\I;@H8RE M;R-ZR_V=:E0K37+=B1?-&05]])I7]B>YK543,1SGH^Q$S.T=69G$O27E,E+ M5SG)WBQ6+3P31:O7F[9:\G9'M;E+,*]S%UG(J(Z-CG653Q-587(BKER:B(Y8 M^OJTX]/,\]G3T4%H8^CBJ5;'8VI6H4*<+*]2G4ACKUJ\,:=F10PQ-;'&QJ?0 MB&.9F>
<]6R(B(VCH^X'T #%GFCIHPW($MG8]5D]Z]MTOBEM,> MQ68;.R]E[OO1P1ODI7Y'=N]F-KD>O?VC'.7QM[XL\T^[;G5GRX(O]ZO*R=6W M:)MNB7W8[:L%?Q$R/>R&:>%74;B,]\E#(1^.G=C[?3&]W;W+V7NB;:WK>-ZS MNQVI:D[6C9XB>G@ >9:=Q_N&_7VT-
4P5W*/]HUD]].-8\=2[^'N^]D9?!3] MM:UW?LJZ.*O5YM6MXVMT38Y0Z9-WT::Q?U^O9W#6O$Y\=K'5W2YB MC%[T9D\7"CY7>S3WS0(^)43Q.2/OX4W8\]+\KV*&&%CI999']C61QQL1S
MWO>Y41$1%55#ZRLXJZ5]]VR6KEMW9:U/7%5LJTY6)'L>2C[HOLHJ#U+#T\#KN-K8K%48 MTC@JUF=D[_QYH%[RV;4SD\4DLCG22.55@N8^ =;Y4A=DH7,P6WPPI'6S<,7BAO,C:J15,U7;V6U"B+V
M;*WM/$B)V5S$]FO;%FMCY=:N.7#7)SZ638WSBG>N.+3H=GPEB"HLGLZ^9J(Z MYA+G=51GL,C&SV3))$;W2*5(YT3WL0VTR4OW9YL5\=Z=Z.3UT>W, >0:YJN MQ[=D&8O6<+D,U>>K>\-"N^5(6O5422S-Y05(.Z+WDEJ
MUM:=JQO+/[AOI6HZU/5V3D1:F9S4*QST=>A[6,/C9D[/;+D)')X,K+4@B=(KIK.G MV)600^->ZO7 W9G-AA1[NW:M.YL;>Z^"1]>&-->/4?VY/S9,FGW^]C_)@SF< M'F->OS8O.XN_B,C77M-3R-6:I8;^)WLYF,5T;T\VN3NUR>:*J=E-<3$QO'.& M28FL[3RE^4'P
>VN.^%-^Y*GB?A,1)4PSG]IMBRK9*>'B8GX:P3.8LN1E;[MO!69*Y%5/%X6]W)SOEI3K//T=:8KWZ1R]5+^)N%]6XFQ[VXU%R>?N1-CRNQV MXFLMV6HK7K5J0HZ1N/QR2-1R1-]6M5,.3+;)//IZ-V/%7''+KZO< M!S= ##_F?I[DC572+IQ9YK]V_.K-EP1;
M[U.5D^=FU'9M-R#\5M&$R&%O-[^&.[K(YVHO99:EEGCJW8.Z=DDA>]BK[E- ME;5M&]9WACM6U9VM&TO'#Z\@ #V!HW%^\?R MELY*9&UT>QO=WLF*^9R(OA8Y?(\WR4I'WI=*8[W[L&NGS7>+&QY>Y(S/ M(E)"Z.3+R1*RIC&S,\,];"UGJJQ(YJJQUA_[]
(WNB>S8YT:XS^#L1J9B%]=D:Z!/;KW\XNR*]=N/45MRORG]&+)I[5YTY MQ^K$R>">K-+7LPRU[$#W1303QOAFAD8O9_EZTVHZRKD=)D,K7?'DKD2=E5N*Q, MOL[$GM&JGAFE]E!V55:YZIX%XY,]*"]^<\]J5:/H>L\>8.# :O0;4 MJ1]GV+$BMEOY&SV^7=
[=6ZE*TCAKT>8 MGEZ Q;YSZ_=-?8M8V#4LI-AMEQ-W#9*# M\.K=B5BN9W[-F@E3Q0VJ[^WR98G/C=]#E-U;1:-Z\X8K5M6=K1M+\(^O(M9*\0]-NUW:U*U(4[]V)* MJ*U.&3/6G*.=G?'@M?G/*JG6NZ[AM4PU# 8"A#C<3C84@JU8$\D3\)\LKW=Y M)[$\BJ^21ZN?
(]RN/V*K Q\KF)^!4RL'>/XQ MHHOX**YLD2]JL>B*]K^N/+;'/K7T+U[$9#,Y"7LK:N.JS6I6L5R-665(FN2&!JN3Q2/5K&_2J(?) MM%8WM.T/45FT[5C>6>7#O2A!BI:NQ\G)6R%V)S)ZFIPN99QU>1JHYCLW.GBA MR,C7)YUX_%7\OENE15:F3+J-_NX^GJUX]/M]
I)U]&;K6M8UK&-1K6HC6M:B(MUK43LC6HG9$1$3R0RM3^@ !]#*8K&YO'V\3EZ-7)8V_"Z"Y1N0 MLGK6(G*B^"2)Z*U>SD16K[VN1%3LJ(J?8F8G>.KY,1,;3T3RY9Z3LUA9;6;X MV27.X95?,_79'^+-XYJKXEBHR/7MF*T:?@IW2RB=D[2KW>NS'J(GE?E/JQY-
M/,KZP? !]\XSZ=M^Y$E@MRTI=9UMZL=)G,Q6EA=/"Y._BQ./D]C8R M2N3\%Z*R#\V2=[-U*5QQM5Y\>'L M #UGR;Q3]O*>'^+L_66&]7:YV)SM1K&Y/%S+W_J6>Q:QTF=UZ-7NCV+"P36:;(& M^:/R==K7V,0]&N3Q>U3V/B\F2/[=S=3-2_RE@OAO3YU]7I(ZN0
^[C\;D,M ME0K36[<[_.MBKUV22R+V_$BB9B(WGH^Q$SRCJS3XCZ2[M]R6KGN3T7'T6.9-#JE>9JW[B)\IJ9BW]S*-=_EWABC/^E2IXVI6Q^/JUZ5&G!'6J4ZL3(*U:O"Q&10P0QM;'%%&Q MJ(C41$1#',[\YZMD1$C3Z712/1%\E[+Y)LK>M MXWK.[':EJ3M:-GB9Z>
!YMIG'>Y<@7DHZI@KF35KVML7$9[#&4D=_&NY*?V M=2OV;W5&]_VCT1? UR^1YM>M(WM+W6EKSM6%'.%^G'\;N@S^=EK[#N2,18[M21+\68-SV>&1F(BF:DDME?$K5M2-:]6^3&1]W>+%ES3DY1RJVXL,8^<\[,ES M@[@ ?
GY;$XW.XVYB,Q1K9+&9"!U>Y2MQMEKV(7^]KV.^EKD1S M7)V[ECIND5KHB>5^4L>33S'.G./1A];J6Z%F:G M>JV*5NN]8K%6W#)7LP2-_"CF@F:R6)Z?2CD14-,3$\XZ,VVW*>KZP? !D#Q
MGTY;]R#-6N6J4NK.U(K7RYK+UWQS3P+Y]\5BWK#:O.>GX+U]G75/^E.G.SMCPWOSZ54MX]XYU?C/!MP>LTUB9(YDV0OV')+D^*][7G>S=2E:1M5YV>'L #'OF7I]UWE- MC\M3DCP&XQ0HR+,1Q>.KDVQ,\,-;-5V=G3-:UJ,989^_1-[=_:-:V,[8LUL? M+K5QRX:Y.?
2R;>]<7;QQS;=6VG!V:E=9'1ULM U;6&O=E7PNJY*)%@5SV]G> MR?X)VHJ>)C5\C=3)2)?=EBOCO3OR)>OCTY@ #R/6=1V;JUM:=JQO*@G#/2UC]2 MGJ;-OSZF;V"T=BAAH?W[#8>=CDDCGL2/1OQI?A5$\/R4@B=W[)(J,>F/+J) MM]VG*K9BP17[U^=F81F:0
/BG@ALPS5K,,5BO8BD@G@GC9+#/ M#*Q8Y89HI$+DC\,BR6+6H6)F0I&]5\ M3OB&W,YL21]]]5IG-1G;LQZIX8VZ\>H_MR?FR9-/YX_R8/9;#9; WIL9F\; M>Q.0KKVFI9&K-3LQ^:M1RPSL8_P.5]JG=O"[Z%4UQ,3&\=&28F)VGE+\P/@ M]O<<\(;_P
E3PR8C%28_"/5JR['EXYJ>);%XNSUJ2.C67)RIV5/!7:_L[MX MU8B^).=\M,?7KZ.M,5[].GJIAQ3PYJW%&,6#%1K?S=N)CV3S;"Q5[]D61TCD1QAR9;9)Y]/1NQXJXXY=?5[;,;H M !X=O&AZQR)@YL!M&/;;TK>.&W1-3D_IJWK0IK%[$UI]NUI'.=%D<56?+D:D/O1,KBHO:
MSQ>S3OXIHO:0]D\3E9W*;L>>E^4\K,.3!>G..=6.:HJ*J*G94\E1?)45/H4 M[.#3?]88_AH\8_HOZ7]:_-0&9'[XW_4E]5GYT<3?Z)WP#9=@@GM315ZT,MBQ M.]L4,$$;YHI'KV9'%%&CGR/W3Z(O-'IGR:BM>5.<_HT8]/:W._*/U48P. M
P^L8FE@L!CZV+Q6/B2&K3JL1D;&^]WKYOFGF>JODD>KI)'JKG*KE55Q3,V MG>>K;$16-HZ/USX^@ .3%Z;3YUS MKE_PWY7_$/A2EB\./9,R^)/NV*?4WO^=C/_"(?_13YPU7]OU_AHTO]WT_E MNZ&1K !SKO6Y/G(>$_T(N-_KXZDS=IO#GW_B
M&'4^)'M_L5/06>EBX:]%?M?4;G^8...3N0ZW,VO<;8?!0\:LU5\^+GTK);C M=ORY;[*-AP$:16X]CB2'V+I5[QO\2-3MW]9L4Y(C;;D\X?1- M^31U3?\ *.)?Z1SA\+?UAW^*IZ2??>?1-^31U3?\HXE_I"PM_6#XJGI)]]Y M]$WY-'5-_P HXE_I"PM_6#XJGI)]]Y]$WY-'5-
_RCB7^DDM8_MTX'I,N)_2A]0/$W+O$>ARKHPXYQUF)[6?-DC):)CT5;]3_A(]87^!#1?] M?)3GJN['NZ:7O3[-^,Q-KF?^M&_.N[=_@1X9_P!#9$WZ?P_JGZCQ?HL%ZG;_ M +W"7?] GMP'_H'E0Y:KK#MI>DMSXRM0 Y%7I<_G/NO7]*;F+_7')%/%X=? M9,R^)/NWK/5
M.7N<]^@:2][W*Y[W:K@G.L+>E(TWJUYE=TM],U?5]'3/P9L M5EN>V_4<7BJC.,^5L=\(QU_.Q9;'01?#^.M+]I-3PK(E^#9"TZQD7/L1/QRU MMV#'-8XK=Z6'/DXIX:]V/U>,>@]$+8](%S"K(H8(8F(UC&HC6M1$1$#1$# H-=WUHWYJ/;?\-_#/^F,D=]/XGT<-1X?
U9;T14\3'*U>Z*]+O8&ZSZO[Z!7C7D/C74> MNCK?TB#=L?NGL-@Z>^"-HJ+)]%O4&JR3&L,N-NUV5'#QQW^D-W+8?$:_BZ&#P.+QV$PN*JPT<7A\1 M1K8W%XVE78D=>G0Q]**I3JP1M1K(XV-8UJ=D1$,C6]6<\=/7"?4]QMG^(N? MN,]2Y4X\V2K-
6R.N[;BJ^1BADDC5D64PUQS6Y'7_CWJDM3(T)]ZG.LLL$L ML[2^6K%HVMSARO?2\^CNR7HT^LC:^#]5W+9_BG8\10Y'X/VS- M)"_*9KCK/V;U./&YNS4KUZ,VR:AG\7=Q=QT;(OA*5HKGL88[4<;:.+)VE-_- M.RX^SMMY-B#U0OJES#LWU/\
1AF\B^UA/B/%=1W'E"6:54Q-NGD\-QWR@RNV M1[X_899,SK$K8V(SVLWEC8XYL<]\;G M-FQ6+R=65O@LHJZ=/CXK<<](=FU&3AKP1UG]FD'T-=&_*77KU-\:],G$L;* MV=WG(RRYW:+E2>WA-!TG$1?#MMWK/M@?"]XW 8MCG1PK+"Z]=?!3B>D]B)%U
MWO%*\4LE*3>W##J;=_HU^E;T=/&.-T3@30<8S:IL96K;YS)GJ%&]RIR3DFL MA=FZ#%4>Z^Q@1[I]))U\ELD[VZ*-,=<<;5ZL^SP] ML'NN7T=_2SZ0KC#(<<]1/'.*S&29C;-72^4,33HX[E3C2_*DLE;):5N*59L36DEL_!8\K5KOAMU4FG^+\G6M4UE
ME=7<]U&EXO7BA.O2:6X9;FWJL'I&V<)9#)69) M\IE.#I\C!AL]J3Y;$TDT\"%FPY&C#2^B+%9;O5C:V&DU#)],>T\<=)_=KTU] MXX)ZQ^S;C,S2YG_K1OSKNW?X$>&?]#9$WZ?P_JGZCQ?HL%ZG;_O<==_Y['7V3,OB3[MZSU7+ MYJ/4O\-_W^F,:8]1XGT;-/X?U;%)P=P
;,.M'<9^/.CKJQW^M;;C[&C M=-'.VXU[[EMM,2GUGBW:LU%;:VM)21ZK"]DJ>'Y#D=V5/5(WM$?.'F M\[5F?DXUQ42G85]&][&.T+T?'1]]>+;'\&Q'2=T_MEFCC?"V[D;G%NKY#,9- M8))[3H'Y7+VY[+H_;/:QTJ]M:O9$)F2=[S/SE4I&U(CY,TSP]@ /2'4U M_!NZ@O\
ARO_J'GC[7O1[O-N[/LXPQ52FP!Z#?T0^6]*/S'L_*'.60VBGTL M\0Y.A6Y#SE.];BV+E?>Y]U6]C>*<%L4SW6*$4.%DCN9Z_"Y]NACY:L$*137X M+5?CFR]G&U>]+OAQ=I.\]V'2.X4X&X8Z<-!Q'%W_&.E\3Z!@X(H:&LZ1@J6 M$H.?'&V-U_(/K1-M9G,6_#X[-
ZY)/=M2]Z2:5\CG.7!-IM.]IWEOBL5C:L;0 M]DY?#XC8.7?P>>Q>.S>%RM6.CE,/EZ-;)8O)4K#%CL4[^/NQ3U+E6>-RM?'(MQS'-7L]*A\]?7/1]9$]$%QYT:;#J/5YTYPZK%]'!+NUV-0Y%XVPM..#5^*>3K M="SF<':TVA6B:F$$T;>|?C+ZMH(B4\1D:GL:
[F5[=6I6W8,LW^[;K##GQ13[] M>[*?W]_?5+F.F#TH/3TR/[OK:;S]G&=..^XY9I8Z^4]%/LYA/3-_"0Z??\-W%'^OF!*%N[/LGU[T>[L]$I5>D.IK^# M=U!?X$.5_P#4//"VO>CW>;=V?9QABJE-FOU?3T/>(]([(/R)M?5)U0XW)Y_IHX MLVAV+KZ]=OVX9.=.7W1T\Y?
P^;R$&Q^ MO:Y@<97[^PQ^PN)KU,=C[<7B7PQPQL8BBJ]NZ]8)F9YSU;HB(C:.C]ZU5K7 M:UBG,R.-=[%4COOUZ^W3Y)M'!;K##]J,45^]7I*=GJ_75%G M.F3THO3M%7R4]?3^?]^|'TX;YBF2/2#-5>5;%;$:0V1B>*-)5RE'@[;'JU7> MSBBDC16I*YR=,]>+'/K'-XP6XD\G5
)RBA+ZQCU9Y_I3]&5R.W2LS:P.^= M0FU:]T[ZWE\=,Z'(XO&E1SNP-_S M[]L%>+)SZ1S<<]N".W6>3FK].W!NZ=3/.W$?3]QY#%+NG,7(&L4KT)D,%8XK16.LNL_P!! M7H]^G'T=W"^%XCX&U#'U@F/I?; Y0R..HNY$Y5V*%GBM[!N.>CB%^%S0OMR2
M.IXYDB4,7"_V5:-C?$KIM[VR3O92I2M(V]SC/#VD?Z7KT67%'I*>G/9\3+KF M%Q74GHNO97+<"%OBZXLDX[?X^;EEQQDK_EY.4TUV9UO,M>QV3P&P8#)HYCVK:Q69PN9Q5K MNUS7)["[CLGCKL'=%3P2PRL^AR>5'JG='7M]&;U-W>L;H)Z6^HW,6&7-GY#X
MLQ<>\W(FQ1PW>1M,N7] Y(N00P100U8+>^:MD9&0M;VA8Y&=U\/=9F2O!>:^ M6ZGCMQTBWGLSH/#V M #"+TF7S;WI!/T(N]J[ZA]]/>/Q*^\?N\9/#M[3^SCZ%-+=9ST)7S470U_@1 MQ?\ IG-$W-XD^ZEA*/94PYNH #_U-_@ #D MQ>FT^=B_DG2L!C.L3$;
METX\ITZ52KM&?PFI.!R3Q+F[T5?P6<.]-328^_REFMO7K(GH@M-P*YC&]2^8Y"OR8YF2HZMHO"W M-$N>OQ2I8]G62?:]$U/6L7D5?7\+]^0R-.:-7L5[6LG/AVLV#,?FR9,DYK1$1R]\G0\/]%WT M-Z!^AK@KIHNSTKVX:K@@+F?Y+RN/P M Y\GK>?]\-
KII_18K_6UR0;=+W)]V+5=Z/8]4,_AM M=2WZ+%CZVN-QJNY'N:7O3[.@V8FT M!XQLFEZEN$"5]HUW$9QC&]R)^0HP3V*[5\7?X+;5B6]]_+7SC>Q?-3U6U] MV9AYM6MN]$2U.O6L>%^/N/O1_9]P9;WMPVGELRY\5*5XJ]=VN3ZNCIN$WWTK?
M!NL[%'8FQ5S3N:YK:$5:P^K*]U+B;;+4*%)-'\MK?:Q)W[=E5/I.V6TTI-J]7' M#6+WX;='31UCA7BW4'Q3X33,0RW#X5CO9".7.7HY&KW]M#:R\MV6M*KOIB5G M;W)V3LB8;9T3FZ !ZOV?A?B[<)]9\Y MIF(EMS*KY;]&.7#WY97+W]K/S)XE]\CG]_KK'2)Q'-
*LD:;/4:ONAKYJ-T3?-5\EM4+,WDB]O-Z^2?C[JOOXG)\G/X; M'\WW<;TG\.T)$?8QF9S"(O?V>2SEMD:^[LBIB_BQRHBI[N_GW\^XG499](?8 MT^./67NS6]*U'3X%KZQKF(P;')X9'T*4,-F=/+:FYM^%5I?)/.1[E\D_$4'EZ 'XN=9VE\FL6Y6B)AZ0R_2SPWE9
M'2PX*_AGO[^+XHS-^/Q*OM@O27Z\79/)&L8UG\AUC498\]W*=/BGRV?AQ MQ[()$K'M3F2 M1O1S'M5>BH]*Z9V'IXX?V.22>UIM*A9D\2K8P4UO">%SD\WI5QT\&/<_OY M]W0N\]Z]^M7-X&_I XF
MK6IY)W55_&JGOXG)\GCX;'\WD>&Z7N&\0]DLFNV+HU]%9'++[W^[QQ11]]7IMW4Y.VG>9WEUBCE$;0 4/CZ M !*7TXN]7MS]$WUPX?'>/X13X?^RN3V<+9W? =#VO6MYRG=CIZZ)'\ M6Z[-XG^)5C;W;PY]G*XKNVUF@M1VU] M?P+)
[=FM[!C\PZ'V;98']]VGX>R/8]]_P)/>E*8WC9-B=IW=J#&9.AFL;C M\QB@;<&0Q]&TR'6,$H9&QQB-(V=4W5FX%W'3?H=J83@.N[-1HFZDU.WKG#*T M$I=*RZ+:E7,Q*GUC*+T&J5]WBE'?#W.6 =3!C9&5'?^3J4(^4*J9(^A)5+ MZ$_"J%:O3C8'-*%TJP]YA19#

8N6(HF(KGHB_:Q-IX8ZR^6F*Q-IZ0XV/)F_9SE;DC MD'E'9G,?LG).[[7OVPOB618WYS<<]?V'+.C65SY58Z_D9%17*KNWO55*L1M& MWDE3.\[SU=(CU7+YJ/4O\-_,W^F,:8-1XGT;]/X?U;%)P=P M 81>DR^;>]()^A%U7?4/OI[Q^)7W MC]WC)X=O:?
VA*^:BZ&O\".+_P!,YHFYO$GW4L/A1[*F'-U M ?_7W^ -:[UH?H\N]1'0!4YPU7&.R&\|(6WRHO<^DC]1X7ZE- 7Q[1PYOV#W*K0=9EJ5\|CJ4_L-BU6_8@[MS18K;MX]Y7TW![MJV1C?$LOQ=FZ<=E:&1BAEF2EFL/9=)3OU7.]K4NP2PR(CXW
M(DN8FL\,]85*S%HBT=)>V#X^@ M M M).^FDZ\L9T =!W*W(N-S MD6-YCY$QE[B3@2C%/$W+/Y&W#&VZB;72KO;+XJW&^$^%9V621BUW34X*SU1] MJ)'=,5..\1Y>;EEOP4F?/R%8B*J(A,R6X[S M93I7@I%6:9X>P #5H];D^;>X3_ M $W>-
J'ZDS1IO$GV_F&;4^''O\ Q+6>]6>^=[X$,CG;ZG=P-&H*7#3^+' MLZ?!/4 M M!ZCYXX,XOZE^(-_X)YGU>GN/&?)>O6];VG W.[%FJ6/#+7O8^VSM8QF:P]Z& M*W0N0JV>G<@BFC*.L/EJQ:.&>DN69Z5GT4?.'HQ.:;^ V7'Y7 M;>G_'#.9+[1_-T-
9)L3M.&19;E/6=JL5*\%3 C&VJRSB_*UM_P"$]CR;.EO?3_O% MRZ_2,W<6-E:QL&L7*_M;_'^[24HVQKD]#716DB@2_5O1UX(XV3%7)UZ^ICRV MQSRZ>C>MZ//6,O1K]5&.Q>/V]D_]RSR39CJ19#2NH*2GK&O-OR1M2V["F[_A)(J]\>9TG9\)M6*D@MI*M69F0P5Z_4?
%92%_LW(_L_P.[=^R]N M4Q,=76)B>CS(^/H M M M /4_)W/7!O"F-LYCF3F7BKB?%4XDGM9'DGD+4M'I M01*WQMDEL[+E\9$UKV_@^?RN_EW/L5M/2)E\FT1UF(:_77%ZS]T,].V+RNN= M-+KW5YRPUEBM3^Q1UW5^,'=1G@CM9[D?
+8WV^PP1/D;+'#KU')06VL?&Z[4 M]+%)/AM$U62Y=CQL=E*T*6KL\MK*9'V$3KEJ=T<:MV4I6D;58[WMDG> MRK7H,?0B;CU_;]@.H+GW7\OK717I>:DM3SSK)C,AU ;'KN2J-FX]U9R35LG! MHWPALL.>SM;LC4@EQ]*5MUTUC"\LV:*1PU[_
.SIAPS>>*W<_=T].3B<7@<7 MC<'@\;C\-A,-CZ>)P^Q-.MCL7B<7CJT5/'XW&X^G%#4HX^C4A9%##$QD<4; M&M:U&HB)@4'Z M M M M M M M !SKO6Y/G(>$_T(N-_KXZDS=I MO#GW_B&'4^)'M_,J)^IV_P"]QUW_)][JZPZ:7I+<^,K4 M ')B]-I\ZYUR_X;\K_
PI2Q>''LF M9?$GW;%/J;W_#L9_P"1#_Z?.&J_M^O\-&E_N^G\MW0R-8 !A?U5[MY)&E,X_Q\RM;-'%FL_[-_P"''[1[<70D*]^WM(G6'L7\4+C\J?^#C'^L6;# M70?Z*_8N6:TRTKKOM'AGO5XK1I-/;;RXJ6U&2EO337CEU_TK_H+_ $I2\Y_Z MNU==YK,X<&\|=)VCM#B^]?
>?\<_ZV M?TI3[#_J.OVQHZ\.A^T(M>8B.5N3GUM:^W*.62)_N]_Q< M'.N];D^=5TK]7K2];?1O5F-L #GR>MY_PVNFG]%BO];7)!MTO.W>CCZON/.I77,7+LN!QT60T_E'2H;#:DF[\6[0ZJS:,_M%6M/5D=?
+4YJ57*8Q\BI"S*XZLLR.A21CM&2D9*\+/CO..W$ZFO23US]+'7% MQ_C.0^FSF#5-^IV\?6N9C58LE4I M?Q.KZWAZD;5=):RF=S=NCB\?6C:U5<^65C41/-3S$3/*.K[,Q'.>C1[]/EZ? MGCSF?CS;>A[H=VC[+=,VWQX3GOGW%I9JX'8L#5LQON<9\6V965[6:P>:M5_9
M9G-M:VC?HM=5I+;J6Y;!LPX9B>._7RADS9HF."G3SEIR[5].T:/F/L?W# 97 M6M7BDGL6)Y&0P000L626::616QQ111M5SG.5$:B=U\C*U.9GZ?OTNEST@W.S M^&.&MAG=T@<%9^W7T^2G*Z.IS%R#4CLXO,"AAQ<%=Y[\I^;+QVVCN0^3T G1'TQ\S\Y-
ZFNM'F3@O0^%^#,[2M MZ9Q?RIRCQ]J60YBY0H!D,6_*:UM&=H9"[QKI3G16[BOB2KEL@D%/O/79D(4 M^9[VB.&D3O)@I6UN*TQM#H3?NY^B7\L3I8_S@^)?YW&+@OZ3^3=Q5]8/W<_1 M+^6)TL?YP?$O\[AP7I)_(X]^L'[N?HE_+$Z6/\X/B7^=PX+^D_D<5?
6&26"S MN$VC"8?9M9S&*V+6]BQ6/SNO[!@LA4R^SNR]2'(8K,8?*X^:Q0R>*R="Q' M/7L02/AFA>U['.:Y%7R]->OUHWYJ/;?|-_#/^F,D=]/XGT<-1X?U:*?HC/G/ MN@K]*;AW_7'&FS+X=O9CQ>)'NZZI,4P !I\^N!_P;^CS_#=O7^H<)]TO>GV9 M=5W8]T#?
5GOG>^!/S(YV^IW<#MJ/"EQT_BQ[.GP3U!KZ^L.>C'RW7UTHT^1. M(M??FNI7IF^/-MT3#X^!'Y7D30LG#4EY#XWJLBB=9R.I&"C3H;3K'(N6CU?BW;,TR-L- MC-<;.ODA7Z1?UBOHHZ/-2SVO<%;MJ75?
U#O@GIZ_J'&V3<%)8UU*..D1_M<7B+5W+2SQ>PE;2;)*C[8\%[]>57')GI3E' M.SG#\W\U/5X?1@Y?H%Z6,AR7R M_A)\/U*]3<> VC=\%D(W1W^-^/\ %0W)^/N.;=>5$EH[&R+,6,GG&*D4D5ZY M'2E8KLEL(G!W:6_K=723G,[JW3AUK:QB)[V/T7
MXUX&Y8O5H7SOQ6%V'(R;5Q9E+GLU7X'AX=BGSM*6=[4C2YE*<7B1\S&NUZ:W M6GU9-57E%_HU7/1E=>.W>CCZON/.I77,7+LN!QT60T_E'2H;#:DF[\6[0ZJS M:,%6M/5D=?+4YJ57*8Q\BI"S*XZLLR.A21CM&2D9*\+/CO..W$ZFO23US]+' M7%Q_C.0^FSF#5-
^IV\?6N9C58LE4I\Q.KZWAZD;5=):RF=S=NCB\?6C:U5<^65C41/-3S$3/*.K[,Q'.>C1[]/E MZ?GCSF?CS;>A[H=VC[+=,VWQX3GOGW%I9JX'8L#5LQON<9\6V965[6:P>:M5 M_99G-M:VC?HM=5I+;J6Y;!LPX9B>._7RADS9HF."G3SEIR[5].T:/F/L?W#
M9765S(H8(8F*Y[W*C6M15541#@[M-K,>N%<3U,ME*F'Z M(MZS&(JY&]7Q>7EYNPN,ERN.ALRQTWZO'4S$#65V^SK7HVN57H[MGO7AM-=]]FBEN*L6VVW93 M'EZ # CTE'03QUZ1SI1WGITWE];#YNTZ':^*=\D]_"[7'/*>#K7(];VB")
MO:2;'SPWK&.R<#>S[.)OV8V*R5T.\X[<4/&2D9*\,N4/U,=-/,G2)S5O M' '/.H7M,Y&T/*S8_(TK$4ZX[,4/:2)B]HU?(RP5X\]J6QU&)9Q]^)OLK-=Z M+\ER.8VE6T6CBKT3;5FL\-NK:.]$CZS5D.#-1U3IR](%4VO?N/\ 6]=3-Z/U M%:]#-LO(>LX:NYE>AB.4L%/:;?
WG"XBDJ,BR]%TF;B@@;'+5R,C_&T>?+I^ M*>*G7T:,6HVCAOT]6Y[P'UN](/5'BJ.6Z?>I'AWE1E]L*LQ.L;S@Y=KIR6$: ML-7,Z5;M5-PP%^1'M[5KU&O8^4GR/-.^2U+5[T3#7%ZV[LQ+*"66*"*2::2. M&&&-\LLLKVQQ111M5\DDDCU1K(V-
15555$1$/+TFUU9^EX]'IT8X7,V^7>I+ M0_2.3G;+2G6>;G=^EM]+US+Z4GE"6,ICY^->GGCR]LE#%7AV'?LO2(VS>M=G;TE\&Y_%;#S/G;T4D>*WC*T7U\I@^$\1(U8Y,AD= MO5(WYA87-3'8+VLCY8K%B@RQ\S9.SKM'>G_;=]PX^TMS[L.HM%%%!%'##'#
M###&R***)C8XHHHHVHR...-B(UD;&HB(B(B(B$Y1>E.IK^#=U!?X$.5_\ 4//' MVO>CW>;=V?9QABJE.R#T,?P)>CO]%CI\^J7427?OS[RJU[L>S*<\O0!+/TVO MS477+_@1RG^F<*=,/B1[N6;PI]G*9XS_-\?C_\ /;5/]/4"E/1.CK#M9$E6 M1[]/M\T)UK?F1HWUQ<
MCW=GHE*KTAU-?P;NH+_ ARO_*AYX^U[T>[S;NS[.,,54IV0>AC^!+T=_HL= M/GU2ZB2[]^?>56O=CV93GEZ (]^GV^:$ZUOS(T;ZXN.3KA\6'+-X4^SF$],W M\)#I]_PW<4?Z^8$H6[L^R?7O1[NST2E5IB^MZ=-.RY_0.E?]SU_'SW=?X\S&
MX\+\D6(?;SNQ4.]_%6S<C6+;NTH5=XY8VKKTMN< MU9-57E%FJZ+_KDRGH[^M#BCJ8@Q5[8]5P<^3U;D_5,;/%!?V7C/<*:XG:*> M/6=\->7,8EKHC_M *SM3Q&V=.G/G'F_+E*=:U9U'"892>KMVOWX97+'X;% M1LPE6K-;;- MONY83 7L@R"-\JU\%A;=MF:V+(S-
C5(:E"O9M3O^3'&YRHB_*UM;E6-WVUJU M[TQ#GX^G8].LGI';Z9^F5,[KW23KN:IYC8MBS5.U@MFYXV?"V5GQ.0R.$FE M2SA...,#=C9:Q>.ML9=M7&1W;D4$L5>M6VX_9BS9N/[M>[^[77Y'XU MWOB+;KV@\EZOE]+W3%X_7DR^ M;>]()^A%U7?
4/OI[Q^)7WC]WC)X=O:?VA*^:BZ&O\".+_TSFB;F M\2?=2P^%'L]8 MPZ?M>(HY_5]KP>6UK9,#DX&V<;F\]G:%C%YC$9"L_P"18HY+'6I(96+Y/C>]J M+[QTY^9U._:4XO/S3,E)QWV\O);/U;'TP6 M'Z:MK;T(]2>TU<)P5R9L=K**;_GKL57$<4\H9V6-
M&\A\AZ/Q+HNVS41SY'[C&-<]S6K]B)F=HZODS$1O/1RO?3+>D\V/TG'5-=W;%_&N$Z?>+H\ MKIG3YI>1=)#8KZS-=CDS&_;!C_:R5JNZ6CBQ M]G7;^Z>J=ER3DMO_ &QT46]6-]&U?LOC-_J'ZDS1IO$GV_F&;4^''O_!+6>]6>^=[X$_,CG;ZG=P-&H*7#3^+'LZ? M!/4
M] M7QE^%KVS5K,+D6.WC,OC+<; M+%*_4E@NT+<4<]>6*-CV_8F:SO'5\F(M&T\X:0'I'O52N5-0R6=Y$]'EMU; ME+3H9;S. >2Y(P+)'*]V/T[D#*RX[3]SQ\"N7V3,O+AKL,+6L6>],J MO=KIJ8GE?E/JR7TTQSIT]&J9S5TZ\]=.&T3Z9SYPWR5P[L\$LD3<3R+IN>U2
M:XD:_P#-SBI5HVEZ:/ MKR M M M RIZ:^A[JZZP M97&:']\?B3MX\EDJL?B\O%W5$7S:]:=Z8A[K2U^[&[<.]&SZJOK.D9+7N6_2 M*[1B.0V!R]K&(Q#*N/=-&B/O MWZKGPR9FVYY/R;C6 P&"U3!X?6-7PF(UO6M>QE'"X#7L!C:>' MP>#PV,K14\;BJY55?\ <%"3
MX!CT1%]W:G69Y?0I_-5_OH+^L_ZU?U+_ %-DO.3#E^UL^/#,_P#/OI[? M#Z:/E_N&+'R]=_K^@G]#?95?L7^D^L_[.K&UZZ6EK?\ 73)':9/_".UG@9_MQQ_ZH]^=-F>?A^4<94\?AK;!1R.'L(JKX/%\'7(U%\/N61;=!C&K M[T1Z_C4_V7_O@[^LM-6U9GBBB8Z-S8RM0 :-
'K2O23U6=0?5]T]-P)TR]0?-^MX7IM@P69V# MB'ACD?DK"8G-IR?O^07#Y/*Z9K>:H4,JE"Y#/\'ED9-[&5C_^%S579I[5K M6>*8CFR:BMK6CAB9Y/,?57>E/JBZ>>?^JK,_=-O/G!V'V+A[3,9K^5Y@X=Y M#XSQN=R57=);5G'X')NFNX6KD[U:JJ2210.?(R/Y2HB>9\U-
JVK'#,3S--6U M;3Q1,.=4)8MDTW.20S1YO5=DP\ M[XI8I67\'G,796-621R1O2K?HSK%*]*BHUWA=^)?/MU]G'I[O8NO8/GSJ-V? M&ZI]V)Y=YUW*3X-6Q.NX.EN/)>QJWV5;&U(..+I1YK(I&V"O# Q&,1],C8Q/ M)](GS[M>NT0^_>MRYS+;2]$)ZL[R'E=ST_J,](UKU74-
&UZU1V/4^EVW/6R6 MU;MDJTOPK&3\QR4+$^UC4J[XXH, V6QDC_P"LKD+T]_5?NO"/1SU3\G\8['8BR.N;OQST^\K;OI6 M8E?P%Q4S8(L#LVJ:=?P&0K8?9H[E%[*\S_@LU9\#^TD3T3WAO2,<1,QO[_-X MS4O.29B)F/;Y-KOU: M=.O/;N6]/V:K4J58I)[-
FS8PMV*"O7@B:^6:>:5Z-8QJ*YSE1$154SQU:)Z. M1)]S,])#_<^^MW_-1YX_F$4^TQ_BC\X3.SR?AG\C[F9Z2'^Y]];O^:CSQ_(M=IC_!1^<'9Y/PS^1]S,])#_'/OK=_S4>>/YA#M,?XH_.#L\GX9_(^YF>DA M_N??6[_FH\|?
S"':8_Q1^<'9Y/PS^1]S,])#_<^^MW_-1YX_F$.TQ_BC\X.S MR?AG\G5*]'GK.R.5T!=#FF[EKV5KUNT)N>L M>8-YL)G'M$;SNTR?1=^C\Z].\ TBW1 M3N^^=$G5WI.EZKU)<4YW:-OV[ILYEUO5];PF.VK'V,AE_G\SI=+$X?%4:[' M236+$T<,3$5SG(B=S5DO2<M1=///W
M4-P#T]X;@'@WF'G',:[S!N>3V#%KHCZT.%2F<)\AME-XY,X"Y6T/4,;9RG%.UX[&5[^R[3]>*PM.?(Y"Q'! R2=K MIGM8Q%,F\Q,1[.BR86X UC_$N'JY/%G6_L>S=0 MW2]L&O<#=3&?EGRVX87,T[3.'>8,U*C4FR^P1X2I@R, MWB?:I.LS2W4T8L\T^[;G5GRX(O\
>KRLTE^I'T3GI%.E'(WJW,729R[4PM*> M6+[.M*UJSR=QU/$V3P5K'V=<>?9+K>/^,(^TD->[/5N*WNCX6/8]C==L2P,35]F=F':ZW7GFSUZ;/1-^D3ZL,E2K^IO RQ973\1B*UR3ASAS,Q^%:V8UR#,U*.3WS=LKN;.%^-.HK MB;?^#^8]5Q^Z\9W;-MG 6E;;U2=-\EZ]?
MUS9./L/-LO*6GX-7R6(,7R3Q]@JKLU:/Q%-%;/F<34L8]:.%;$J45?\ !H]^ M//6]\?>Y68,F"])WCG5 "6+9--SDD,T>;U79,/.^*6*5E_!YS%V5C5DD[V+KV#Y\ZC=GQNJ:MB>7>==RD^#5L3KN#I;
MCR7L:M]E6QM2&CBZ4>:R*1M@KPP,1C$:C(V,3R:B)\^[7KM$/OWKK.\AY7<]/ZC/2-:]5U#1M>M4=CU/I=MSULEM6[9*M+*QD_,C!;TZGH_\ K*Y" M]*OU7[KPCT<]4_)_&.QW^(LCKF[\<]/O*V[Z5F)7\!<5,V"+ [-JFG7\!D*V M'V:Y1>RO,_X+-6?
_M)$]$[X;TC'$3,;_^_S>,U+SDF8B9C^3:[]7#X?Y.X M.]&=]^A\U\7C$ZP.1(;_,7Y MW,<4Y3BK4I8W]RZW:.9)ZW%^,MXWP_*6]A6[5)D6KYHQE-SU16M4\XJ\62(^ M;UEMPXYGY.8AT']+6?ZT^K[@'IDP#;3?MJOI"
1C]*_I*>.*VE=0&ISP;5KD%S[7',&HR5L5R9QSM+U:CTB'3#DLIF M.(]4K=7G%D$LK\?LO#M9T?(<%/Q>&NS8>&\A!EV&NQ](KYVJY M&IMI],=NO*6*^GR5Z5,S@]ZZ\,_6Z>N+XW5,C/Q9J.8PFU\V[575\4W MQ;>R.,?F-
'XWIW*DG=UB2QELG"]'0R8^"3]\9GOJ:QRISEHHIK3SORAO;<#\ M!\/=,?%>I\)#Z#@N->,=)O[,?K^KX"&5L,2=D6SD,E?MRV621SG+CM:;3O;JV5K%8VKRA[?/CZ]/=0V,R6;X YRPV&Q][+YC M+\/2OZ7FZM"X^C5CEM7;UVU*V.**-KI))'(UJ*JHB_:]
MZ/=\MW9]G)5^YF>DA_N??6[_)J//"\PBGVF/\4?G"9V>3\,_DZO/1K@LW]_ M2@#TJ:SLV'RNN[)KO3;P9@M@U_.X^WB,W@LWB.,-7Q^5P^8Q60AKW\9E<9?KR M06*\|;)H9F.8]K7-5$FV[T^ZE7NQ[,DCR] $W?2_:-NW)GHSNLG0^.-.VGD# M>=HX>R6,UK3-
(U[+;7MFQ9)^6Q$C,?@M=P-2_F,M>?'$YR15X9)%:U5[=D7M MTQ3$9(F>F[GEB9QS$==G-&X]]&MZ1BEOVCW+G0'UK5*=3<-:LVK5GI7YT@K5 MJT&:I2SV+$\NB,BA@AB8KGOW>C\V",>3>/NS^3KMDQ32L M]-QQYO\ ROZ+/J[X]XMT;<.2M^V73]-
K:YH^@:SFMQV_/V:O*VA9&S7PFM:[M1R.:RL]?"TYIY&002.9#$]ZHC6N5.F*8C)$ST<\L3..8CJYT_3SZ.#TA^$Y^ MX-S.9Z"^L_$X?$M:-%5I4:56)TDLL MCFQQQM5SE1$54W6R4X9^]'3U8(QWWC[L_DZU9-4WJ7GW"9;9N"N:M;P-&?*9
MW8.)>1\)A<951KK.1RV5T[,T,=1KMK;#HW2=TP:3MV)M8':] M/Z>.%=6V?!WFM9>PVPZ_QMK.)S6)N,8Y[&VL=DJDL,B(Y41[%[*OO)]N=IGR MW4:\JQ'R9#GEZ)B>F8X?Y,Y\]&7U7<1<.:;F.0>2]UU/4*6]Z=@(XILQG+= M'E#1LQ;@I1SRP1.?!C,=/,[N]OR(G?
WEZ8IB,D3/1SRQ,XYB.KG[\!^AF]*/ MK/.O"VR9[HHYHQ>#U_EKCG-YK)VL9B&UL=B<5N.&OY&]8](MJHUJFVV7'M/..C#&+)O'*75#)RD]5&>M:KOBN8S+XJ_7AN4+M=\=JC=KQ6('LFB8]OV)FL[QU?+ M1%HX9Z.=YZ0_U:3K.Z8=GV';.EO7LUU9\"2W+%O
MTVM%*6#$;;Q MQ3BAN[9I7:UE7S,2O8]Y_&X^>&=7UI$\#FH[O&Y M.WR5[=XF)Z2X3$QUA[#X>Z2NJ']"R]'!\(=/7,W*F0R+:\E=-'XXVO/TV5K4 M;)8+]S*4<7+B\;C'0R-D6U8FBKMC5'*]&^9\FU:]9B'V*VGI$MQST0'JS>' M 8R>
[1L2LC6[:DA2:A)ERZC>.&GYM6+3[3Q9/R3[]-EZ*#K_.]')K7%/4#QOL?%7(M3 MEKE/-V=2VF&O7RT.)S.4HS8N\^.M8LQ)!=BCT6R;UYQLT8* MS7'M;E.ZX)Q=@ 8 M1>DR^;>]()^A%U7?4/OI[Q^)7WC]WC)X=O:?VA*^:BZ&O\ CB_ M],YHFYO$GW4L/A1[*F'-U ?
]'?X 2I] M+IZ,'0?2?=--KCNY-BM6YOX?DMHX!Y.OP/6/6-KLUH8\EK6P3U*]C(OT'>X M*4%;*Q0MD=%+!5NLBFFI11/Z8LDX[;^7FYY<<9*[>?DY77,O#7*'3WRANG#' M,^EYKC[DWC[-6,!MFIY^ND%_&WX$9)')')&^6ID<9D:DL=FE=K234[U..*Q7
MEDAD8]U&)BT;QT39B:SM/5MH>A4]8[7B+$:CTG^D$V#,9CCO'_!=?XOZEKBV M\YF]$QK6UZN*U+EJ*-D^6SNG8]K5CJ9V-+%_&QJR&U'-4:EBGFRX-_O4Z^C3 MBS[?=OT]6]5]>VZKONLX+=-'V3!;AI^SXRIFM;VG6,M0SNO9_#WXFSTLIALS MC)
[./R6/MPN1T@>I3]DX M"Z0>+W1S@?3+>G"Y0])=L3N+>.ZF:XHZ0=4S7 MP[:%/<1FS\HY6A,OQ9NO*[Z$SZ3W558DV-P<+YJ6,D?[226W9;'/%OQ88QQ MO/.S#ES3DY1RJP0]&_Z/'FCTDO49@>#^*ZDN*UZFZKG.6>4+M"W8UCB[1&SJ]
MVYF.>,\#'AL/7D>R?)92Y--+?SFS9^ZV.%,CLFT9NU8R&0 ML>!C9;5AZM8QGA8V;:TVMQ3UE1K6*QPQT>^SX] M #5H];D^;>X3_3=XW^H?J3-&F\2?;^89M3X<>_\2UGO5GO MG>^!/S(YV^IW<#1J/"EPT_BQ[.GP3U M M #\'9=6UC<\/;U[<-
XUJ]VMMXS*5[5*PU%]R/8[L(F8Z&V_5A1L?HLO1L;7D7Y7.=!W27/D)? M&L]JGP+QOAWVI))'RR6+C<-KU".Y.DD>OBFE1\JIV17=D1$]]IDC^Z?S>.SQ MS_;'Y/P/N1GHP/R"NEG]3VG_+-':Y/Q2=EC_#!]R,]&!^05TL_J>T_]FCM< MGXI.RQ_A@^Y&>C_(*Z6?U/:?
^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_PP?T_M]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[M3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
X8/N1GHP/R"NEG]3VG_LT=KD_%)V6/\,'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L,'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_\P?T_V#9H[(7)^*3LL?L
^S1VN3\4G98_P_, M'W(ST8'Y!72S^I[3_P!FMPP?T_]FCMC_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_PP?T_M]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
MKD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[_P"FS.9Y+V3>^5>2/DT_9@^!<;^C_P"S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P
,'W(ST8'Y!72S^I[3_P!FCMC_(M*Z6?U/:?^S1VN3\4G98_PP?T_]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L, M'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
BD[+'^& M#[D9Z,#\@KI9_4]I[_P"FS.9Y+V3>^5>2/DT_9@^!<;^C_P"S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P
_(*Z6?U/:?^S1VN3\4G98_PP?T_P#9H[(7)^*3LL?L,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L MJD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
T_]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[M3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_#!]R,]&!^05TL_J>T_]FCM< MGXI.RQ_A@^Y&>C_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_P
9H[(7)^*3LL?L,'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_#!]R,]&!^05TL_J>T_]FCM< MGXI.RQ_A@^Y&>C_(*Z6?U/:?^S1VN3\4G98_PP?T_]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
LT=KD_%)V6/\,'W(ST8'Y!72S^I[M3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
X8/N1GHP/R"NEG]3VG_LT=KD_%)V6/\,'W(ST8'Y!7 M2S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_#!]R,]&!^05TL_J>T_]FCM< MGXI.RQ_A@^Y&>C_(*Z6?U/:?^S1VN3\4G98_PP?T_]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
LT=KD_%)V6/\,'W(ST8'Y!72S^I[M3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L ^GXI.RQ_A@^Y&>C_(*Z6?U/:?^S1VN3\4G98_P_,'W(ST8'Y!72S^I[3_P!F MCMC_(*Z6?U/:?^S1VN3\4G98_PP?T_]FCMC_(*Z6?U/:?\ LT=KD_%)V6/\,'W(ST8'Y!72S^I[3_V:.UR?BD[+'^&#[D9Z,#\@KI9_4]I[-':Y/Q2=EC_P?T_P#9H[(7)^*3LL?L
M\>.KL64TOH=Z4,%EJ]EMNKF8>^_K.&6&R5CZ.9_W'[=^M/K4$B+0W+K^Y/!:<3H0=?[.T"Y$^-#$ M M M M M M M M !SQO6Z M]?SE;T@/
&U6,5>AUO,]'6Z;Z_D[:BNCIJ-ALZ*QC45L>"6-UF33@RNGDGYIU,WOG^9J M*DI(:A!8[R3+LHV6HM8?%)QA3SU$=XY4'>[_DZ2ZX0#IUUH6]/.=EM*@<7N
&%$S4N<75Z5U&^(8]Q(G2L.J7Q@D]YU! '*F0]S5@)(&!%.MMS2;'*9D+F2-9JT'//H@^2/UWSY8?<-F'BSZTR?/CIZ/V_4TD].B%+J9&D-UU^4--1W]Z,FDQ
YG*O(G$^*S&VWGXV+$.V2O=R&*OEO[_Q%QF6HUSRKLJ\UWJ'%MPF[34
T5S'*U5V,%,56KV56R661O;_>>QRHOXT4_P"X?]YI,MRY,7^O_1]L4S6T_;^DKO'I:+6MH]]K/Q'6T_^/;H_N3*_]N6]7[#W>W'C6$.%=IVVE4;'B_;B6@W
KZ]JVLZC MCV8G5-G1^Z !X7MG&_'>^M:S>= M"TOH1VO<"]+/3#C+C6V>3N2MHY?VB"!ZI8 MCP?%>!BUK7JMYJ.3OC\UF^2+$\;51R.GP_?NBL3Q:M+7[TV]&756^[%%6^7JC M?1P^L4I4F&P(
M%SV2NI92C6R%1TL.]XY%K6XIH5?&J_)7PJT*^@#US0X'X.Q>1GR^_X9XHQV6MBJIB$M>W^&M%^G+ =/'(/B%*:$%4:@,?!B?"CLR7@"6HY_BZGWBSBGUE\K:^D%E]:H0M%
3WC\2OO'[O&3P>T!LX^A32W6<]"5 M\U%T-?)%2K/N+?V*G#6M-"7)PEW$M\@9AB=@HJ-ARR-5ZJ^**[QK4C+:2ER5W0)'7'X>.J%B'
M&Z:S15B^5>NNPS(Y/ZHY'J]LR''S:+2IR1/J&UQ3MJ:I'0ZL8PVV:B-45:HJU2A4#>>9P'&&W'RQR)MOU3MZHO;0VQ\6'TIWV\O$=YUW$BE)=1 3L2Y\3G'S[7?GAP,9Z2*Y]3G\R-=TGOGOR+C;PU69$Z:@L_@;5-[RQ)]@K
)^CL\GX9_(^YF>DA_N??6[_)J,V=2H?NO:#G*]>C1O6BXWT@@WZKG/IM.IH?_$Y^CL\GX9_(^YF>DA_N??6[_FH_?S\CD]YY+99VGRC=)L'?4W:+&?9WTB'J?G]/.Y$I&&?SG<&B
=,O1O?WO3HB_SKN!_Y^CL\GX9_(^YF>DA_N??6[_FH\J?S\CD]YY+99VGRC=)L'?4W:+&?9WTB'J?G]/.Y$I&&?SG<&B*^,F%?%D^^T[O9
#KN!_Y^CL\GX9_(^YF>DA_N??6[_FH\J?S\CD]YY+99VGRC=)L'?4W:+&?9WTB'J?G]/.Y$I&&?SG<&B*'X>9]*GZ_!?! MOAW7YT?3_"O;>R^)NH?BO8_#[#V7C^$_8]L^4^!^+VR>#VW@@]HV=X/%%7PM5
Y:]88]$EQ)5G=+U34.1LM&V98,!Q+HV_[U:NK B*]L&B'IO=@ M9)VRU\?RSU"Y"K?R5:.2)*VL?Q+I=^?%5\A!(J2UYKFR7]_=$2:D]%5AVKI MO._DX6U7X(_J6=2_5KU)=8F_2ZGBJ=.LY[?$K%=W5=5:UK&U8VAFM:UIWM.\L]O1A^A?
MZJO26[-0S.M8>SQ7TY4,F6N./6WH]X\5LG3E7U=*OHFZ'>GKH!X1PG!?]3O]$6"P M5-L%W:=IR#:#:MO>.2=I2LR"[N6_9^"K4?FL[=\'9C6LBJ4H/#6J0P5HXX6S[W MM>=[*%*5I'#5EZ>7H -6CUN M3YM[A/\=XW^H?J3-
&F\2?;^89M3X<>_P#$M9U9WYWO@(@3\R.Q.O]J\X;@3;0 M M M M M M M M M M M M M M 'H']Z%Z5NG'J@>F?H(\T)O(=S@:5\G\>A%(2'K#"H6U:J0G'+R(<,_I
M!Q*]%%%U^UPO/9\@O#:CJK%'U1.'?6-3QTQD.ZQ.07_XH_;>$"%>Z2.I[ZO!4%!S=U L=FMV(_7CUL&J7]C*X#RS-
M0^Q98W&U[*5>SN2K>T.A94T+AQ95LJK3S-K:'G:RS9$U-#@1%FWUR(P=X4-BDP;Y3/;/8*ZVS,V\)^UU%-E_Q>@PFEX&M,WP)Y&];5;DA:'E_>O_^:1?:2&T<3ZM)Y,<_^^F
M_MH=MD]9.QQ>D'W$KT47Y#7#"/^*/TVAVV3UD[X74!Q^OTR;1O[)/:SQ23F'P3=R69G;,C#^EB*9L_T2;!IKZB"R%[9UFVG^M;]1P+MVR_[?KS1JO!FG#P+V_>1P'UOZ2@;
M.QQ>D'W$KT47Y#7#"/^*/TVAVV3UD[X74!Q^OTR;1O[)/:SQ23F'P3=R69G;,C#^EB*9L_T2;!IKZB"R%[9UFVG^M;]1P+MVR_[?KS1JO!FG#P+V_>1P'UOZ2@;
MKT47Y#7#"/^*/TVAVV3UD[X74!Q^OTR;1O[)/:SQ23F'P3=R69G;,C#^EB*9L_T2;!IKZB"R%[9UFVG^M;]1P+MVR_[?KS1JO!FG#P+V_>1P'UOZ2@;
M/^*/TVAVV3UD[X74!Q^OTR;1O[)/:SQ23F'P3=R69G;,C#^EB*9L_T2;!IKZB"R%[9UFVG^M;]1P+MVR_[?KS1JO!FG#P+V_>1P'UOZ2@;
M/^*\S^VAVV3UD[X74!Q^OTR;1O[)/:SQ23F'P3=R69G;,C#^EB*9L_T2;!IKZB"R%[9UFVG^M;]1P+MVR_[?KS1JO!FG#P+V_>1P'UOZ2@;
#KIZ5OOQ1OT_EMO8KT+OHK,-D\?EZ70QP(^Y MC+E>_5;D-9L9B@ZQ5E9-"ES%9>_>Q62K+(Q/'!8AEAD;\E['-547-VN3UE][M+'Z0IE0H4<71IXS&4ZN.QN.JUZ&/Q]"O#4HT:-2%E>I3IU*[(X*M6K!&UD<; M&M8QC41$1$1$YNC[0
(Y[+BWX38\]AI&^!^*S.3QRM^A/@=R:NGA\D[MM5(T5%^E#*^73^*^73^*^*^S^OZ>R_TE_7/VS_2V:O!D^SOM35::8\O]PSWQQM\IBN\3YQ,M2_1O[$UU?M3I&TGVE2=ZZC38\F__%O2MOSY_F_#/\ R2F >W>"< M4_+LSMZY*4I'EQ6KORW?\ /?\ 577U^S_Z
M!^T*=6XOU#3MCUK;/Q*^\?N\9/#M[3^SCZ%-+=9ST)7S470U_@1Q?\ IG-$W-XD^ZEA*\/94PYNH #_T]@ >H.=H),YU7(49.:]ZI(OCA MEC>B.3[%%IK.]>4ODUBT;6C>+=S#+:;66C<&5#!YXZ*5=74*]%5"GF;>^C#17GT7D%]!NLKFFI#R,T\ZSN/I&AK#.&N@WPV)JF&SK**5VW2-X@W2B_
6)9%\4V18G=3334STO'Y,M]-'6D M_FUH^H3T++I?3+5]T1:E_IN)
MW3\8F8CJ^QSZ5Z/2G2Z9C&V7)/EO@:5/+4]V.LD%Q\S4"AOZK_B5LCMB!F_"ENRMN]R?Q[^_(M-17K4!P0!ES/W
#7HX['TZ\;610U1]=1^5'NZ_WU/SR79^C MRSK]_P=27"?IW4!P0! MS$_SRIT]5O^-WK5XGZ]L@;ZB__M.ANX\O&#O!%L\ERL6O:6V\
&E_N^G\MW0R-8 !.G]"';969;\\(C\ MC&<!-?TKW_-&BR6XS5!&7HO]R4Y51)5+]
8]B'/Y2>*2&WE9V>+S3V:Q01M1B:N]ES/5E]3HG>>9=RIRD$W9?U\&[1&1CS5>1EBBF:I
B5]X_=XR^Z'!>]ONF=N8F.6-HRSTT6:WEEHR6+!>1]SG/@U81F;L%/'@3>Z+&G=]_5-V6]R3/]V+^&)>WP9TL-MB<?3*Z]C+\@>Y*;\BV;W0-WUAXVN'WBLK,/73T;[DU#G*9QDBG9#_8PJJ:9V@*J_]L(3&HPP]%G=Z_*<]Q-HDT-'H1
M@_LG#7T@_LG#7T@_LG#7 MT@_LG#7T@_LG#7T@_LG# M7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_< MR]-WY/O"'ZJ-#_8 XK>LG#7T@_LG#7T@_LG#7T@_
MLG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@_LG#7T@
>GEM8#A?B?!V9XO836,/QUI^,GF@\;9/8RRTL/!))% M]1C7>%55.Z(OO1!Q6]9?>&L=(A[/ITZF/JUZ-"K6HT]D3(*M.G!%6]UH(T\, M<->O"UD4,4;4[-:U1QV0 M &K1ZW)\V]PG^F[QO0]0_4F:--XD_;ZK$S\^%<%I3^%%F+1C9]7D*"Y]R/ M)9^1P"+Z5>%)Q/6]
M M M M M M M M M M M M M M Y,7IM/G7.N7_#_)M?*S.=\>M^@HUP_XG3L\VSOA^Y_V/VI^3^F1,+Q^+\G^P_^A/PBQT'^&OZ?M?C\7/NT-=/
M2LVPYMHF>RR6FL3>M)C_^A 0W]6:C^C?(GZ,@?-YHGY-K-N5W^W@,>JHXN>K^;MJ_< MU\%7S9EOZXZ (GH2Z]O#'T.AC0%5@<H#+;%!+#*Y"HYT\BT#4Y;4ZJGW1%HF$>I81D!!R]GV6+F[*R4I:^-=$&,"RM9'3FMQ0TBDX!)\ 7EA==Y?S=3,K#:'-C>'=[>?.:\?><
[1^S\EF\3DO-,5-\EZQ,#^I_ZD^SOZ4^Q\OVTS]I6_[U4;>'6]H62(]Y<&=,4U#F46+6&RJR<%^,LM?+D6,%_%H&6E=5IA@]AB_K*6*?]O.M=S;.EW'"]A+T?1RX!Z8
MVR9;S&T3DS9+7RY)B(B;WM,1$*$DQF!/>F\O>E$.PX#(P-C=P8-K\HG9MZ#?F]F1W.P18J3/92*=4#&60@NWO0$.8T70G&^X92/,M#]B0HJ4&+;8,@(@0 K%>:
YIOPXKASJ@Z=^6-..^=[OSVFM\:UH:>K;-E;$DZ,\U8UJN[>?836T=8F"+5GI,2R(/+ MT \1@Y T.UD(\35W;4;.4EL_HL;!LF&FR$ESQ^R M^"1TX[KK#[/M4\/LT:K_!>7;N-I?-X>7!] 'QRRQ0123SR1PPPOEFFE>V M.***-JODDDD>J,9&QB(@HHB*HJ(B$2+P=OZ!ZYOX(WC7-W^[B_\GU7.C)C*2!/5+"VCD=;"#]IJU
Y7:_^T#[M+YO!]M+C+^V- MHG^5VO\ [0&TF\'VTN]OPC%Y?8P!@,[.S*\HNF%>Y0&E[*&(\G^S3M[-TF:X\&FN+D-47I>[5+PE>3%%>N[6N!.9>IK)WYG\@7@]AS8SWTV\4^0'"!K"(C\O2(?G^%IY_>N@QZK-1J0)#FMB+V/TCDS^S
6DL4HXF3LBG8Y6*J.1KVKV M[*G*X^OU@ >#R\F\;02R03\@Z/#-#(^*:&7;,#'+%%+&Y621R1OOH^.2.-6T(+)JR_5ZOX[/Y\V&0N+BPTNO<"9[T=P1(QDIGV8PI&3X#^)_P-\]&5DI#+7N/%A=:)U(+5ENY>FB2D&N;]'#T/$<8/7&]7'(K\)K$/H)^;EL]\,'[KS0,*8@#R[P$SL>E<&^B/R]!F7Q.KD=?A7
M2]TJXVAE.H[GWBCA>OEFN?AJ_(&Z83 9;,-C61LCL#@K5MN;SC8EBF(8W^>EN]'1U+N6_+2.6[[_!/F*9*_:0/@/2=0+IR)C;U'KU[R(XA\LM_WJ*M!;,3M.?9A"#I5L9'C.W,S?I3<?3*GN*Z\OGHXMUGL(#>'EY]1>1NE
MN>URL:KD]UQWO&&3&M:2*#J!:6-^T"?&<*P^;5+(6ET8[(][#TM/%*P\F9P#CTQ7-"(*5#MY"FF_)%CGN1:1!.O=4LQ7:%1IYKPGU4'K
C9+DU%>Y$]ZHBHBCT&_IU97Y7[+\^-*][\I+&6QN'LBX>E=.\A"2Q@@(<+7Z][%F3P:!)5SVXNNL[5-E[-B8XUL.A_WC74NFX$M]@]NYQ_ 8.0PGP*^!0CX]&D?X($+'/C*MW+G1(&7^=SV@YYP_I(Q/*>@[<'P#"=30%T5=
&K1ZW)|V]PG^F[QO0]0_4F:--XD_;ZK$S\^%<%I3^%%F+1C9]7D*"Y]R/)9^1P"+Z5>%)Q/6]@S'OWYRCT %/6K3JUWY#&EHK4M#Y_FT=IZ]#G2Z(4Q(\@^.+9,Y+F!'O_/S]
TLTD<,3>WBDE>V.OB5D5%1AE;XEMFKWC:8NI+0&U_@S^N(Q6LLDNAKPQYU//%_A.3(+5J?'01?[T\2S0&R2[3[BT'O.&&CO!:9DJJZ"M_;F3MRV^BV0@,)VP1TUR^C5L$#Q&.
MJ'XUQ?\ PE0_Z#*_>P]^_Z]^J-O(0^9[C+?G "!:W+#*W.@^@UF+A5AA^*M[V_^[W=K7W[1\WUR4;K>R!^V_;JIF@U_9E]M11V+Z/N^=$UW@P[+20>0&VPY_Y4*'%T&^70U"\I'*LN]/V(!FP16EA2!F6U-=?H_99M^G)Z#H^AW(@/G
^.66*"-TLTD<,3>WBDE>V.OB5D5% M5JOE^S(_!L3D2?+\!&UG8!<';^@Y4U,^Y3NI:SNUV@7R((BC]!-AX4W\XA#BJ)^>M/V=&?BG?'7M]6@^J&O]FL-M5V)$R_WOJI;,\0
!'.:QKGORI'<8XYA\I;8A#[=?F3Q]BM4NJIE];D7QJ^ST0I.Z&+:?51^M%"9ZW2Y*%4)W6K*:J/GL=/'MDY-ZU,V6H+?^F]^S)8+6A)I8@KJ"CF5S-#17V+0DT=KZO
XANT[M+E97MU;#T:KU9#/%*Y&HJ(KE:Q[E1J*Y$[RC:1]H M ![%Q[4>Q[%1S7MZ*GO/CZ_T M 'QRS0P,62>6.&-R:R)*L;$55(BO>K6IW5 ?Q@?7CR./BV3_?U(/ CIF5O Z3_Z!>Z.=AQ0DD*<1$!-/\;XN$D4OU#P&
MR7_OIO\ WRM_3G^OGV7'VMJGVQ?9W^H^EQ<.#5S7_<\](WFNGUD5B;6Q;^'E MK%LF"9F:Q>D=1T!Z"R6WOBOW^]23?YBWY1;;Q5G: MM]NSD5$#+F1A/_Y2W> #%2=K%L3#'I<%J^+.9=<G]9H]W;64=W/3+YG%MGFU8BJ-`NX;
M./O8[6B)^[;AO$UC_V%4&4/V-4FBC[0^Q<],J^GGKMW]3^&]9VM2WRM^$)QS MC>-IGQL_(^)+&/L'WE2&VC5J-0(0)EMKBYTS6+P=[)#'XIA<04XW+.LNQ=9HBQD9C+DI=ZQH#>0^=H_J_P]^C6H)M.H_I[\[S64]D(Y0F[VVAAO]9YS
$?:V6.WM$S3#7:M[M;5CSG?:)DQMQI@>-,*F-Q;?A5^SX),OF9HVLMY*PQ7/_!9;X7BS*8I+*W?6R^TG1@NRZK?P,C7H7Y0-W)-+BZ]7M';P@@[&4X;F)\-KM4TE19!#]#OAKJ0,/\+O*!3=*Z'&>T$CG"9,UAE@N
MO;EQWF(F>41$>%1YQ>AKJ:%WJ@LHUCP+_#D\UZM00'X4T[A^:#S&=2IK'6*15]PTF3 1F_(0%?32_=^#Y1R=Y]UZ'6:V(5EY=J,J?$ZY+8=BN/VAY%5B\:J]:;YK^+K@M]^N5Y4_Z7]5AA\1@9DAG3DJ4WV
[ST]I,Z*%T$+?5'>MS9\!!EN4^?.GCBS*6X6S1ZQC)=VY$RN/\21]ZN.FTO37OZ<_KR]&?RBWA?J-7D3F'AO4\W)JO(?W\|^5@Y2XS6K8=%D/MM?['M<:[)JN-N%R3IL-9C:Z%(JDDK+L']^&F2-Z\I]]7FF:^.=K'N*^&JEK;=QGR?KE39]3SU9KHEL4K#I8+-.[5D_?L?
F/D:\MU*4E1]JEVO+#(B/CF.H_^#QSU_@8Y M1_U'SI[KWHWRW2?9F%(E9GC$&%=RJ-CJW^FW(-F9MF#J9F/9^VG[/#_VGE\H1=][5PB@U^#[PM7%^!0BPS^7&YS(XYDN:C2M-I7(5KCBP1&Y-;-+2^EH/SH6]P.0N9-9\LR85\V1#+@^AG\Z,D@3H0;H5?!<@9\8J>^K4&C@M0%:+%V^I&]CN^P?$N;A^>6.6C93Q@I1QX!S:8D2^=VF6%P!>#:%
M'5=O[T;]#_LZ(OUD<\?]]V?(KG]]WRW&4CUJ/!8VK/X=VT]SP%VTK:34XA5YN(WRI@RO:33_[56QIN0W="]S^*9[9$Q+J2.TIS5?6#G5@Z%C*4(@'A=J2)F[BAL%Z&G=C!Y2D9@>>?LZ9]@N?[$.GQ3+?$N
I2017<[S[!AJDMITC*L=K)XG6:5>2R^***>5D#)9 MT5ZM8]R-1>S57R6EB*/9-S>+/NI=]Z-^DA_MV=$7ZR.>/\M6PY_$X_2?T_MW^Z?#9/6/]OH\5S_*]QZ5#0IFY?3]NZ9MORE&LMNG+O]S#NV%R:67_"(TJ M5S=N,-";!=6%/-SIHX%9*B>U5?&C?0O..>N[Y\-DCIL]-
VNIWT^7H;MIPL/+ MVP=0>J:?+D/@./P'.MU_?3_+3*ODUB;7M>V^UF-PU*I9DB8BL\T&N9S'Y$ M/ENU7DC&X.HRSE]EXHS-^.&U9=5KLEM6\#:67)XZK&^1DMZM!'/;9E^Z#B[!Q! JJQC>]/^$UU%X=^V\N1Q\^^7A9L]T^Z@]^R5;O3:NEQ5MZ
CK[_=U]!.E?9=FOC+G#IZ^+^%^7?A_MD?*&P/C+[.R[59X8M:@21BNKSXV\)RQVU]H[M/3AIQ3UG]F#47XK(,=(9W>IW?[YO77^8G!/^L'IXU72OU>]+UM\J&>8VP M/'^2-WQG&?'F^\D9MOCPW'VE[3N^79\(KU/%C-4P=[/7V
M"K;XZM;Q5:#:T]I[*YL;/>Y41%LQ.5Y'L7Y7:+[1NY1?%^E=[47OOO2+U\]#/0L.5&LE(3.9/.JBUV2[-UUE.YY:ED^E=.&FW,.SAV'76J[/
2W]*7HRLMQ9A.HZMRG=R/+V.VW*: MM%QMI^-V=L%+3;.]9.3,2Y39=;CJ.L3[%"D#8EG<[V*V3?AV MY.>3+7'MQ;\V 3]S=IG4IPCQ9S]QW'FH=%Y?TC ;_J<6QT8,9G8]%LE&+(8 MYN6Q]:YD:].^E>9/:1LGE:UWDCE]YXM$UF:SUA[K,6B+1TE[@/CZ M &@-
ZU]Y)]/QGP"6)LD]B*Z0^1>A?T??73:RUGJF+WBE>*7.>K9?TI/K"4]?:UN M+8;^]2X[MGK&L9>_I/33T_:O+-:KXZ[)AZWQGG0PL:HYU6*S]&RNS9A6?+< M>Q[F[O] <|%=_P#]Q MK2Z%@8Z2!NUOR=;*.K,LJYC9?B9'9'N8N%B8BNB6+:-[;1
M@>@.ZA\#D8-PV'B3)[%(^_H_G%^2M^Q\W[\L1=QE+@E^<:^;3?TL4Y_X E#Z8 SR>:F7>BZB(@'H:OM_S4J.1CCUD.7PG!;)Z8H!9(%-H]XF_8 MK+@8TZ;_F]2<+3R\:HD)_H^S=J=3B=NRIEKR0
MD_P9MF?'EQG;,^V6S%'0[2N_GYJH[J)'@K;2&DM&SD@SI^:7D!#NN^PM_YM)@6? MB+3?IG9H56=38>+PR)8IP5>B_KL[25K=(2]C%V:Q>DL8$VQTHE&)LVKS5,9JYZ2R(*,O9O3@*2.2G6+9+G*AJI7>3S%$Y&[H&#\;G(MKW]LC1*BJ5HD_+N
M/VDKU_">Y5^DG]UIS]SYS7I73?PGRISYR,N6^P3A_1-DY"VQN!H-RF;EPFXKR MQE+TS&(QS)$R8:[)I:+DJ4U:W)E*WK*UHHE[,K7^UC&7>RTB:HGE*:)*&:]>KS*"W5R(3HSP+)8FGPL:XF!LGAFU9D!R$8V+9'IGB-
B5]X_=XR>';VG]G'T*:6Z>W6H2OFHNAK_P#$ZQ-GM6X-K8-'QKYVN/'P_WCA%HQIU'&EE8$,9H3M+B#G,I<[J?AGC'J6EI<0YEWAEYMB3)YKJ7VU6S"(&7=V:*B05&X0(+&I\\+P?JC!+^'^@[^71.(9WY_
X_&S6,3QMCX'ODR1BHJZJ:9YWY?)EOJ8CE3G|V'6S\N'WBKJ$S'..KWAIW4ERMJ$L37Y^39L>Q6))C]G\>4\ M;&KYI'D72,RL+T;JHWM.K$\N[7(B(\?2-G?Q5U$Z7R8^ M'%R*NM;3(B(W!Y&=CXKTG95+VE+7<:LOHP&W;JFY/VI\T\T M&)NPZ;BGJYL=7!)S45C5>

<%NE8AM59V+_'AL0/DBD;W^E][AQF-N4]76)B><='V@^@ M !Z-Y&ZA..^.9)]%]^_.Y^'Q-?@\%[&U/7 ME1>WL\C:=(RGCW([]W,>]9D;YI&OEWZTPWOSZ0Y7S4IRZRQ'V7K(WW(OECUK
M"X+7*KN_LI+#)LWDV)V[(]V)U]X]?/S[+57^^OTZ:Z:D=Z9EFM];SW8B'K.S MU*_A[0XABO\/N17*YW;Z3WV&+T_=X[?+Z_L_M_#O20U-[UZ?!O=X&.R^$?)DL>CE[(^6?'2HW(586^:_MO;K3_P"13C;33'-F8."S^$V?&5\QK^4I9?&6F]X;E&=D\2]B(K MHG^%?
%#/'XD1\;T;(Q?)R(OD9IB:SM/5IBT6C>O.'[!\?0 M >%;5R-HVDM_P"G MIVC$8>56^-M2>RDN1D9V1WCBQE9)\A*SL]>;8E3S3\:=_5:7OW8W>;7I7O3$ M/2.2ZO.)*,BLJIM.9:BHB2XW#0Q1N3S^4B9C(X]7LG;Z6HOG[OQ=8TV2?2'& M=3CCUE]*MUC\5SRI'+C-
UIL7MWGLXG$/B;WUM7YTXIVZ2*OB=QQD=R548RAEO;86V^1WNBA9E8]C+4B_BA=)W M.=L62O6.3I7+CMTGF]M'-T '\54:BNGMGY]XEU222OD=QQ]NY&B]Z>$;/G)D>G?O%))C(K-2O*BIV5LLL M:HOO['2N');I')RMFQUZSS>L)^LCBR&161XK=[343^]P8G#-
C7S5.R)9V*O+ M[D[^;4]__/NGPV3UAX^)Q_-^EB^KGB+(/:VW)LN#:Y>RR93"),QB=U3Q.3"W M,Q([(B=_)]KV7W=_)/DZ?)'I+[&IQSZP]Y:QONF;G&LFK;+A\TK6^.2O3N1K M=A9]#K&/D6.]6:OT>TC;W.5]6KWHF'6MZV[LQ+RT\O0 M 'U;EVEC]TUW(6ZM"
MG78LEBW]\T\[XXHF)^-RH@B)GE'4Z"OZR^ M+FNS%X%&O1%[(]]/V=CT:Y/-.Z(OXT0]?#9/6/\ ;Z//Q./T MG_;ZO)L-U5\.Y:1L=C+97!/?V1OQSAK21]Y>WDZ;%_&D,7;OYN>YK4[>_P#' M\G3Y(\HE]C48Y\]GO?";#@MDIMR&OYG&9]D[PI\)Q=ZM>A:YR>)(Y'UY)$BE
M1/>QW9R+Y*B*<9B:\IC:7:)BT;Q.\/V#X^@ #QC9=TU/3] M[;.T;%B<'&]]NA;D+L,-BPB=T7X+4\2VK2IV7RC8]?(]5K:W*L;O-K5KWIB' MHS+=6O$&->]E2SL&=\'=/'B<*^-CE1>WR%S5G#]]?3W[(BHG][OUC3Y)](/MR*C6U<]%8PB]YR]F,;9R$4./D>]5[(U
MDSG*OEV]W?Q;#DKUCD]US8[=)YO<\CT9L M'4SP[@)'P?9*[-V(^Z.BU^A:R,?E[O!?\$&+F1R^[P3N-E[)V5>T8,D^6SE; M/CCSW]G@[^LOBYKG-3";W(C7*U'LQ>!1KT1>R/:C]G8]&N3S3NB+^-$/7PV3 MUC_;Z//Q./TG_;ZO*,+U4\.Y>1L4^8R>"D?V1B9K#VF1]Y?
H=/C?C.M$B?2Y M[VM_E/,Z?)'EN^QJ,<^>SWMA=@P6R4FY'7\QC,U1=V3X5B[M>]"URM1WLY'U MY)$CE:B^;'=G-^E$4Y3$UG:8VEVB8M&\3O#]<^/H M M M M '_]+?X #0<]<"_A(]'O^ M!#>O]?(3;I>[/NQ:KO1[,(O5 MW\RTZ;PY]_XAM+F=I /SLQF,1KV(RF?
S^4QV#P.#QU[,9O-YB]6QF(P^(QE: M6[DLIE,E=E@IX_'8^G_^6>>5[(HHF.8S-6Y:NM?XH*=-(X M[$^S'IXZY/R8\FHGIC_-]0\O=0W43U,[.W-\WBHM1LWL:]:I%''&Q4CC8UO9HBM:](B(9IM:W69F7B&Q\2 MV[C+D'5L';CCE]YK8],V/!XFS%,M=L,E?(Y/&U:\-F)
[6/;XMCI?K#W7)>G=GDZ#_*(' MTV'#?I/M5L:9FL;CN(>]S32PG '.69PV0 MO8C,8CA[DS)XK*XRW/0R6,R5#2\W:HY#'W]LD5]E>I6HFR12QN;)'(U'-5%1 M%3[7O1[OEN[/LY*OW3+TD/\ =!.MW_.NYX_GZ4^SQ_AC\H3.TR?BG\VWAZ8W MUDG)
<+93(],W09+@Y>6:6.HP\K<[9"OC-LPO%^>O8]MC(Z!Q[B;U>S@-DWO7 M)YV0Y3)7X;..QMF.6FE6:TV5U3+BT^_WK]/1]RY]ONTZ^K2CY+Y>ZC.];<+N MV\K\AO8@DR&!SV(MHQ)(MIH98U]Y"A92.1'-2GWK[/G3W;#/HR/6+^K7I#W'6='ZE]QVW]>Z M9K-JAB\
[C]UR+]CYRF9S7Q351KOB/,V[%&>&!(*TF/>] M;"<,F"MHWKRL[8\]]3M;G5N[]9GI9NDWHYZ/]5ZP,KMM7DK6.7,!1R?3Q].G MWXH\]S;D'UR^FWZ_\ KIS^8CV[F+/\3\3VK5CXGX1X8R^5T;2:6*T]?)[V MZ=>LW]MZ2L_5V3IOZ@.4>
(;M:S%9EQ^I[5D(=6RSH;"6FU]DTFY)ZP MGC?5R="W6D=YN8IYM2MN]$2^UO:O.L[-_OT('IZ,5Z0RVWILZCL9KV@]66&P M5K+:]E<&]8W2^>,+A8?;9F[KV)LR/=KG(&%H-6UD,/%+/!:]13W]7LX(K%6I MBS8>S^]7N_LVX_=L]'!H .2IU#>D?](?A.?N.TF[+,E'AWC;
(7] XDQ%&1 M9/9T/L3P=V+[)75V3/:VYG)\KD58Y6NL*SLU-=,5*=(YLE\M[]9Y)Y_8SLGQ M-]D?V/YO['O^'OB]_P#$W_-U\!_Z.GP?X#_S??O/X?\ 5?D?A>1[WCIYO&T] M?)[:X/ZG^HSIHS\.S]/W./*?#N9BG9/)8X]W?8-9K7UC@Q>=HR MJU$DK789Z\K?
DO8Y/(^36MN]$2^Q:U>[,PW'?1/>L_WMOV76^__223ZYB[>: MGQ^#U/]GP>*I:QB'9>U/'6KP\W:WC&5M;P-2[-,B+L&)@H8VDB-^%THH?;7H M\N73[1Q8_P_O]_-6/4;_ '\=1.=BBV'CG3\Q5?+4OX7C/!->VAR#G\;::]29:W(_!02Q>"*ODFO<^ M#5BT_%'%?
IZ,N74<,\-.O]TK^H/K.ZK^JW,6LUU%]0O+'+L]]7VS<;M^XY>W MJ^/]3_"FPX+38+%?4==IQV5]HR"A1K0,D7Q-8B^9]K2M>[$0R6O:W>F9>KLA MPWR]B4X]Y(QNK^"27[),AHVST\![.%L[YI/CBQBX\=X(F5I%].[.S?6]#-ZP-H?7_?Q M?
3MU'XS6^(.K)*KS]V8L\7^[;E;]VRB9V@ >#0=PRKD:Y,=K&FX.]L.>NHU]XFO=6Q>.E>C5>CC?=2O.NU]3O4%S-U"[N] V3\RA Z2 MOW''HUNG?C[*XKXKW[?L_G'E*.1OL[B[MRO'5S\5#)1I))''D=4TU,1@Y48 MOA5<7W\U556?FMQ9)GR4,->#'$>?
5HH^L4=)?[EGTF_+N4PV-DHZ#U(P5.HK M4'MB[5DRF]6KT')E)D[.T"SQ\H8O+6TA:C'05+U=%;V5KW[,%N+''K')CSUX MKE=[X>Y_Z*MDR;9,MQ3L-;FWC&K8F:MF70]\EKX+?<70KM8WV M>,U7>*5&Z]SEG-N,F5] Y]'K'?I M-
UZU.]E_3[Q;L/P[INZ696[_%;]OKG1^SKY+%:\^!V"P MT/5FO1B?NI.HB;K'Y;U[X7 MP-TP;'1?I=+)U?:8SD3G^"O7R^!I-:]BQVL5Q54LU".]/[/NGQ\5N.>D?NZ+YA;@ #3!]<2_WN.A#\]N?/\ 0/%9 M]TO6675=(1]]5R^==U'_(\S?Z&QQUU'A_5QT_B_1TP#_H_!SY/6_P"&
MUTT_HL5_K:Y(-NE[D^[%]N]'L>]&?PVNI;]%BQ];7&XU7#Z$FD:]]D[]GO'/#DB?+=XR1Q8YB.NSD+E-+=9#T1/I*>*_2,]+&C M[1A]IQ_V^=!U36]:ZA>.[=M&;-K^\T,96Q^1VN''V9I+M[2=XNUI+^,R#'3Q M*DS]LLOPRM8C9-RXYQVV_M\E+%DC)7_+S58.;] ?
CYC7=?V&.&'/X/#YR&N] MTM>+,8REDXX)'M\+I(8[L$[8GN;Y*K4150#\S'Z'H^)N09#%Z9]F-OUG.=6O M8_7<13N5W.8Z-SH+->G'-$YT;U:]M!)5N]/N]U[L>SW>?'H #5H];D^;> MX3_3=XW^H?]3-&F\2?;^89M3X<>_\2UGO5GOG>^!/S(YV^IW<#1]/"EPT_BQ
M[.GP3U /CEEB@BDGGDCA@A MC?+--*]L<444;5?)))(]49''&Q]]YR]B(B=U P0YAZLI(YK6N\6OC[1.?!;W M">&.9KWM=X9&X"I.Q\3XD[=OA4S7(_S]FSMX)5UXM/\ W9/R9,NH_MQ_G_OY M@WE]6M3R1._9]>2=D-<1$1M' M1DF9F=YZOS0^_#V3H'+6]
<;6XYM:S,S:/C\=C!WG/MX2XU7>)[9:#Y&MA?(MOOE@6*9._D].Z]_%\=+Q]Z.;I3)>G=GDIAP_SIK/*]1:T2-PVTU8?:7]>L3M MD>^-OD^YBIU;$M^DB]O%V:DD*]B/;V5KG8EO1[P.3] M !XAN^\ZWQ[@;&Q;/>2G2A7V4$4;?:W)KK%];PK
MV3NUC&HKWN:QKG]ZK6UYX:]7F]ZTCBMT30Y0ZD]YW^6S0Q5F?4]8>KXV8S&6 M'1W[L"_)[Y;*1>SGF]HWOXH8EC@\+O"YK^WB7=CP4ISGG9AR9[WY1R]QT.S@ M /]-Z.:]=E145/)0^LGN*^I_<=)EK8O:)K&W:P MCF1O;5G?'GM7E;G M52;5-LP&
[8.IL.M9"+)8NXBHR6/NV6"9G;VM2W_M+5MP*Y$?&]$CR,\O0 /&MNV[Z-@;VR;)>91QM%GFODZ M>U.Y%]A2I0=VNLW++F]F,3^555&HYR>]UF\|->KS:T4CBMT2NY=YXVOE*Y+5 M667":E'(OP+7:L[D;.UKN[+.9F9X/C&V]HBHU42&+LG@;XO$]V_'AKCY];>K
M!DS6R?*OH]&'5Q #Y(I98)8YX))(9X9&2PS1/='+%+&Y'QR1R,5'QR1O1% M:Y%145/(/K.O@?]=L_"*.F\F7FRPR^"KB=OM/1LL4GR65ZFP2KV;)$_\%MQW MRVN[>V5R*Z5N3-@_NQ_E_OYKPY_[L:? M'6SNV0>*"]:E5S\-@9_MR]SY<
M\4^[7G9.S:=SVG=L@[*;5G+^:N?*]FZW+^\5FO7NZ*E3C2.I1A54[^")C&]_M/MW-M:5I&U8V8K6M:=[3O+Q@^O(\HU7=-ITG(-RFK9N_AK:*U9/@LR_![3 M6KW2*[3?XZEV'O_Q)6/;_)W]WRU:WC:T;P]5M:D[UG:5%.%>IG%;Y-5UK;X
MZN!VR96PTK$2NCPV=E7LC(]ZROD?0R4B^2O0+_';EM87CI\^O8 M-%=$[/*U8M@R+47LLE1W=?B:L | B^%/A*IV7QQ]U8FS'IXCG?G/Z,>343/* MG*&(%BS8MSRVK<\U]S.]TL]BQ*^:>:1Z]W22RR.=)(]R^]5554T]&;KSG]^ M/@]U<:<\;
[QI+7KTL@_,Z[&K6RZWEY9]Z38?$GB;C9G>.QB9/#W\/LE]EX ME[OC?[CGDQ4R=>5O5UQYKT^=?137C+E35N5,*N4U^=T5NK[./+X6VK6Y'$V) M$7PMF:U5;/5F*K#.SNR1$5/DO:]C<%\=L<[2WX\ERCP]@ M >L>3^6-5XKQ"9#.SK8R%IKTQ."]/8N2R>+(9*3$X!
[GI!K>)EEKX](5\F MMOR-5L^6F5G;Q.F56>+NK&,1?"F_'BICZ<[>K#?+>_7E7T>FCHY #[%6W:H MV8;E*S8IVZTC9:]]K-)7LP2L7NV2&>)S)8I&K[G-5%0=>4]'WISC]S$XFZL, MYA9]V%Y)?-GL*YS(6;"R-'9O&-7PM;)=9&U]9BI&B*KU[?"O-5\4]HC%S9-/
M$\ZK9$Q,;QT?>/CZ !B9S3U.8O1Y;6LZ M6VIG=IA\<%V](OML-@YOMR]S MY<\4^[7G9/#:=SVG=L@[*;5G+^:N?*]FZW+^\5FO7NZ*E3C2.I1A54[^")C& M]_/MW-M:5I&U8V8K6M:=[3O+Q@^O(\JU/=MKT?(-R>]YR_AK2.8Z5M:7O5
MMHSOX8[U&5)*5Z)/$OR9HWM3OW3S\SS:E;QM:-X>]WM2=ZSLHKPMU,8C?I:V MM[;'4U_;959#3FC>L>&STKE1K(Z:S/?)1R,CE[)7>Y[9%_]:U<[V;<>7!-/O M5YU;<6>+_=MRLRJ,[0 !X;O.^ZSQW@I_L]]E2]SO'5K,\$E_
M)VNW=E/'55>QUFP[WKV5&L;W<]S6(KD]5I:\[5ZO-[UI'%;HFCR?U);UR!+9 MHXVU-]FL/*Q5A\=VY#[D7+92/V=BPLB*OBBC]E7[+V]^4Q[%5KF.:O=KFN3LK7-5.Z*GN#ZR MAXKZH=PTN6MB]KEL[?K"*V-WPN7VF?QL7B\WT0GQ] QXYFZ MA-?
XN:_#T(H_N,D*21XMLO:EBVRM58;&:GC7QQ]Y.SFUV=H&]E58VN:]>V M+#.3G/*KCES5Q\HYV38W?DK=.1+]W-]SE]^QLCI*N.8[X/B:'?NB-IXZ+PUH ME:Q?#[14=*]$^6]R^9NICK2/NPPWO:\[VEX(>G@ ?LX/8CF.3R5%0^36+1M:-X>HF:SO$[2SXX;
MZK:^:G]:WR6M7&Y*96PT]]A:RKC+D]_)9'F*[?##C)Y'>Z>/M755^4V)$[NR M9=/M]ZG3T:\6HW^[?KZLUT5%1%145%3NBIYH]+]*?R&5]?T / MBGGAK0S6;,T5>O7BDGGGGD9%#!#$Q9)9H9%:R.*-C5!LDLRIW:]N#]V&+''%^*S*QSG>]C&]FO77BT_GD_)
MCR:CRQ_FPAR>4R69NSY++Y"[E,A9=X[%[(6IKEN9R_3+8L/DE>O]]?(UQ$1& MT=&69F9WG]^@'P->SN/N7M[XULL?KN8E7'>/QV,#D'27,)9[K\OO2=(WX-*M_LG>6!T4OEV\7;R/%\=+]Z.;I3)>G=GDIEQ#S=K'+%%8ZO\ S2=FIP)+E-=L
MRH^5C$5K'7,=/V8F0Q_M'(BN1K9(W*B2,;W8KL.3%;'//NMV/+7)'I;T>Z3D MZ@->%[WOVL\2M6:]Q5*L2-DOY.WX%>REC]RN8L]AZ M)Y]U:QC?E/]4M>=]O-[UI'%;HF?RAU';SR%-8I4+,VJZP[Q1QXC%69 M&6K<*^7?+Y./V4]M7I[XF>S@1.R*QRIXUW8\%*]^4CLX
#_M $Q[HW->QSF/8Y'L>Q5:YCFKW:YKD[*US53NBI[@^LI>*^]3;].FK8S;Y;6W MZTBLC<^Q*DFP8V+\'VE._Y%R#8V^?L;+E\79$;)&APR8*VYUY6=\>HM7E;G M7]5)-9V?!;AA:6P:YD(JFGKDUO6>.D]9;-0N=!= MV.7PV<1C96_)DBQT*?O>5MQKW[R*OP>-
R=NTOFC=.+3S;[U^4,N7417[M.O] MG_G]DS^U9"3*['F,AFLA+W\5K(69+#VM5>Z10M>]QUX&?Q8XT:Q]>2(B&R*Q M6-]QM#):UK3O:=Y?AGUY 'FVE;4K>-K0]UO:D[UE2/A;])P7)WLL%EXHYF'+AG'SCG5MQ9HRR M(B>:]]KY(B(!/3GO]9N9"S_F^.N2-
K/=+VI.]58.+N4=>Y4UUF:PSEK7*ZL@S.%GDC?= MQ-Q6]O@D\"_OU.QX5=!.B-;*Q%[HU[7L9.R8[8[;2HX\ERSP]@ M 'Y>:S6)UW M%W,UG+];%XK'Q+-]4:U%541?L1-IVC]^ M3,1&\]$Z>6>]W8MCEM87CYUC6L!W="[,^4>PY-GFCI(945R86L]5[M2)?A/9
M$59&^)8TV8]/6.=^1TL]BQ(^:>:5Z^) M\DLLBNDDD>Y>ZN5555-+/UYSU?""P >\..?]^XWEK58+[\[K<2M;)KN7ED MGKQP(](YN,M.\=G%/:WOX$C58/$O=T3O<!F4P]I6,R>*L/;W2.S"UR^."147V4S.\4O9>RHYKFMPWQVQSM9 MOIDKDC>'L4\/8 'JOE/EW5N*
<2V[FI5N96VU_Q1K]21B9#(O; MY+(OB\3:="-W]4G>BM;[FH]_9B],>.V2=HZ.>3)7'&\]?1,SDCG'?>2YIXLI MDY,;@9'K['6\5(^MC&1I^ VXK52?*2IV15=.Y[4=W5C6)V1-U,5*=.O]PWRW MOUZ>CTZ='(?
9]7+>/LPW*%]Q2N5WI)7MU)Y:UF"1$[(^&>%S)8GHB^]]HH MVWY3T?8F8YQU9D\1]6&7Q,M;!)YX^4^C3CU$QRR)DL,T:N8]CD^E%,,$EPF)C@S M^Z.C:OQT>QR.96C5)7M\W.B:YCG=L6&57#+F MC'RCG9-O=>1=RY!OK?VK.6\CV>YU:CXUAQ=%'?
Q*..B\-6O\GLBN1OM']D\3 MG+YFZM*TC:L,5KVO.]I>$'IX '[> V3/:KD8LMKF7OX7(P^3;6/LR5Y',[H MKH9D8],L5WJB>*.1'1O3R5%0^36+1M:-X>]VM6=ZSM+/WAG]H][#/4UGD?X+ MB\O.Z.O0V6%C:^*R,[W)&R')PIVCQ=]5RIVE;VK/55[I#V1'9,NGF/O4Z>C7
MBU$6^[?KZLT3*U ?!:M5]-:QO"Q9 M)IYYI%;'%%%&U7.>WKW%[D]U(UDKV=NFB1]]W[V M/^(ZL[%94@]_:Q*UTKN_=C8U1'NV8]/_'9/R8\FH_MQ]/5A+D,ED,MKZ0? ![3X\YD MWSC2Q%\09>67$I*C[&O9%S]>&LM5WBD1M9[T=2ED^F6NZ*15[=U5/)>=\5+]
M8YNE,MZ=V>7HIGQ+S5]_+%!_P!5Q>PTXF/RFO6Y6.LPHODMFC,B,3(T/&G;V MC6MZ)KF*[MBPSDYSR]X9"CCH?!4K=F+X5$GIX '[MNO[-L&]9"+*ZWF,AA\5;D7MVD1?@\CE[=HO)'8\NGFOW]O]?(3;I>[/NQ:KO1[,(O5W\RTZ;PY]_XAM+F=I -
+WU]CTE&P:;C=7]'/Q%GY<58WC7L;R-U) MY?$VO9W9=1MW;":)Q/+-"]RU*VP6,:[-9B+O'+-2CQT7B=5M68I-6FQ[_P"Z M3]&34Y-O]SCZM<'T0_H]>1/2D\^7M.]96_H7!?&M;'9WG#E6M1CNV,+CLE-/ M'@].U2&TUU"WOFYOHV4II/WK4ZM6SD
M+T>71WT+ZICM9Z;N#M+TO(U*+:>3Y#LX]GF^5]];:] M[_@]6(\?765[:U>&-? F"U[W[TM]<=*=V&9E]K6NUK%.Y7@MT[<$M6W4M11S MUK-:Q&Z*>O8@E:^*:":)ZM>QR*US55%144\/;7#]+#ZO+TU]8.B;5R=TM:+] M'3[U68C&7\MA(M)QN,U#B_F#
(5V27$UG?-5Q\5'7<)GL[/XV0['3B]V6VI : M9'X9$U]1=\6>U9VMS[X9,%;1O7E9SQ>-^0^9ND?GS7.0]*OYSB_G+@?D);=-_M]BL^IE]7W/4D ML,3-;;QUAUQ^A/]QU7KBZ2N#^]+4:\6.]\]:;7R.=P,4ZV$U7>,1:M:[O^H M,_M-/#KFYXF]4@FD:QUFO%'-X6I(B),O7@M-
9\E.EN.L6]7L?]:_@W=07^!# ME?\ U#SQ\KWH]RW=GV<88]I38%] WZ'6OZ2SE/9.2^:TSF,Z2^%GPV6Y4WVQ7ARU+B[#9N&%\V,Q57%216]BMU9(K]:C;K0U7P3W8[=;CFR]G& MT=Z7?#B[2=Y[L.D3POP-PKTZ:30XXX(XLT3B31\:R-M?6]"UK%ZYCY98XTC6
M]D$QU>&;+96=$\4URT^:U.]5?)(Y[E5<$VFT[VG>6^*Q6-]QM#U/U<=#O2]U MR<O)+#)]K>U)WK+Y:E;QM:'*M](WT1[AZ/7]\Y4Z8]KOSY^A]MZKF MN/\ ^3.0\'QGQKE=CVG;L#QU5RFK<3Z5)9NY2GK$&X[3>V?+8? M4L+'[5()]CVW-
36960L66S8E:B^+PL:WWM$;R\[S/)T6_0Y^@%X)Z/.-=/YD MZIN/]2YBZN-EQV/V*[5W+%4-HTW@AUV"I?]:A]&"R3+V!O;Q@96HF0V)T4D[M+C7Q8Z2*LUTUK!ES6M.U>56[%AK6-[1O;]FR+\%K?!O@7P>#X'[#X+\$]E"\ M&^#>S]E\']AX?9>P]E\GP=O#X?
+MV.#0U4_3\^A&X.Y9Z?>3^L;IAXUP?&O4 M3Q@#@\AR'ONOZ#B*V$UGFC0<%#+D=XDR6K8]*OC(.1<#AHY\M5R5.!MO+?!I: M=IEF6>M-5TXWS@#EOCCFWC#-6=>Y XLW+ M;Q]>6K2/8M?+Z]D(,A7AM,8Y]6\9>2%:]RL_O#:]RR0RM=&]S5V3$6C:>DL4 M3-
9WCK#LA\"\MX+GW@[ASG/6(W0Z[S]Q=H/*.$KOD266KC-]U;%;12ISO1&] M[-.#*-BD14:]2,5%1%1427:.&TUGR5:SQ1$^L/;!\?7&%ZF?X2'4%_ANY7_U M\SQ5KW8]D]W>GW>S.E7ILZ@O2%=1/%O3EQC->VO>,_1QVLXW*[-D,C/KG'7' M6ITVMM9G-74BO28+2-
,P[5?[.")RN>YL->*2S/'')\M:M*S:>C[6MKVBL=72 M=]'WZ#?H8Z"M5P=FIQKKG.7.<5&M]DO.W+6NX_8LW8RS4CDLRZ)]^7=E]>XR MQ4=A'I7;CF+DEKN2.U>M]GC,%\U[_*&^F&E(];>]QOLHO9>Q]G'['V?!LO9>! MOLO9>'P>S]GV\/L_#Y=NW;L-
=9X$YYG]6Y]:YVX MDUG%:WEDSSV2R5I>1=7Q#,7@.3L/9M^S2VE]CEG-)ZO>D_F'HDZ@^0NF_G'!MQ&\Z#DVPIZZID' M,C3(ZWL^*DCLUW]UDT+G/KV(X;4,\,="MHO7BKT3[5FEN&W5N]^]X>DLSO// M$FS="/,.P2YCD+IWU]EL?"68R=ITV2SW
\=]C@;6GS22^*6S+Q+FKM.O3>Z1 MSOB;)U:T<;(L,=>*6.E)R6X8=-+H4]$GT1>C\U;!T^'>(M>SW)E"M77,\]VK=N:KS?QOK6.P#\IG7Q.=!6Y9US"P4 M,=R+A+L[(V3V++4S56)B?!;D3/'#+VQYKTGU]XY,-+QZ6.N;."=^7'7I<3D9ZM_!;1K5Z#
(X39=8SM)U>9]6PC*V3Q.2K.:D]: M6"S"[LYBF^)BU=XZ2P3$UMM/6'4@]#/U]R>D4Z%N.N9-EL57\P:C.N<3\ZP5 M(:U6&7DO4*>-EGV2O2]QUZ]2KO>MY3'9M(H88Z]6>_+5B16U^ZSLM.SOMY*. M*_:4WG]]L.K?=*NDO9#+[*[7XM MT2;&[CR-
>KN9.R7P7L@W"8:=BL?'+3S$[55%[=]&GKO?B\H9]1;AIP^UK6-:QC6L8Q]-8Q](UK6M3LU MK6IV1K6HG9$3W$Q3:L/K7726WEGHHT']BP&+;/MG2SR!!6V.YQF7B7E^SB MM5S?MDB:LUUV+Y!]:W)"C^[*M>>Y(GA1TBNT::VU^'REFU-=Z<7G#3^]#)U=
M+T5^D9Z=.6.8\V;%;@R1/DZT)-4@ :]?K$'I.OW"?2C)Q%Q? MG_@'4OU/8[-ZEITV/G\&5X\XU2'X!R!R:CXXY'T,DM>ZW$81ZN@F^,+^5MI]:_CY9 M63.QV!QC62W]DV_.O@9)-!KFFZW3MY3(2,:^1M.I)X&O?X6.W6M%:S:>D,-: MS:T5CK+K]=(?
2WQET7=.7%733Q'1^#:;Q=K-;#LR$T,,.3VG/3N??VG=<]['_M][DS^X;%:LY"WX?WMDMA8XD;$R-C9EK3>TVGK*G6L4K%8Z0R1/+T M:8/KB7^]QT(?GMSY_H'BLU:7K++]ND(^^]Y?.NZC_@1YF_T-CCK]/#^KCI_% M^CI@&!0 #GR>MY_P_-KII_18K_
%MCV/5#/X;74M^BQ8^_MMKC<:KN1[FE[T^SH-F)M #GO\ IU/0$\E\'<@[YU==&6BY;D#I[W/)Y?=> M1^+-/QDN2VK@G-Y&S+DM@O877,=')=S/$=BS/+:A=2A>_78?'#8B91@CLKMP MYHF.&_5BS89B>*G=:O'%O+/)_"&\83DOAWD'<,,.0-.4MF?I*]:]Z
MS>):^*UO]AXWT'[DU]G\&KS;73>SB+EE:R(V&2>WE]>Q65T'-OK0-1[(UU^G M8L2([VMON_QLSVTU)[O*6BNIO'>YME?I7]9!]&#U*)CL3L?*F7Z9MUNM8Q^N M=0V(BU3!I81R1V'P\FX>[G^-*^/9(Y%CDR64QL\D:^)8&*U[69[8,E?+>/DT M5SX[>>T_-<_7-
DUW<,%BMHU+/X7:=:SM.+(X38MQ67QD] MG'Y"G,WS9+#(]CD]R]<>G*>KMU?M 2S] M-K\U%UR_X$[EF*?9R8RDFNSSTR_P;NGW_AQ1_]'@25;O3[M]M>['L]WGQZ U:/6Y/FWN$_P!-WC?ZA^I, MT:;Q)]OYAFU/AQ[
,2UGO5GOG>^!/S(YV^IW<#1]/"EPT_BQ[.GP3U M)V=4G-LV6R%OC/6+:LP^.E2+:; MT#^RY3)0O\3L/&I]_P#-ACI&I[;_*2V$5O9&Q]W[=/BVCM+=?)BU&7>>SKT M\V%)I90 /TL1E\G@IRMJ4>1>D-;8L6L=+8\?%W1D-M6* ML-VLQR]]*.18Q7Q]U7P.:^/NJL[K-
RXYQVV\O)1Q9.TKOY^;W(;Y'-GF M]'VL3:>&.LOEK16.*>D(^\]\H9WE/9I\UDY)(,= Z6' X9)/%6Q-!ST5K&HU M&LDN6$:UT\RIXI'HB>3&L:VECQQCKM'5-R9)R6WGH]9'MS]Q<-MY'6*'8L,U_=EFKW*7:K']D;,G1:Y71.[M\:=XW*C7*]<\N.,
ME=O[O]UQ9)QVW_M\U><7DZ&9QU'+8NS%Y?,G3$Q.T]5&)B8WCH^\]?'T ?Y>]L;7/>YK&,:KWO>]-: MQK4[NH'ERSR;MLU>A9>FH:_/-4P5=CE2*[(U?96 MFV+&/XZV"RZ;+X&G[?7[P4"QQ/Q[WN7Q/L8A7M2/S575E1.R)$]KBU M&/AGCCI+=I\G%'!/6&99F:0 M M
M M &)74US=/HU"/2]6MK!M>9]K-?R$#NTV!Q$O=C70O[=H\GD>SDBV-KGOR-:U$[]]^X"574+S9;Y(SLV"PE]2/1\+9='2CC>K69V["KF29FTC M?ZI KNZ56.[HV+Y?9'O.=H[D;;3LX >6:5NNP:! ML-+9-U6O:UR>;TK>.& MW1ZK::6X]]5AN.]]Q/(^IXS:L0O@BN,6*
[3>_P_+UXH>;GE[#P3DC?L3QK]62VG+* MDB5FI!C]"2)'-E,I.CDIT(55'*BR.:KGN1KO9Q,>_L]-5#W2DWMPP\7O%*\4 MH\[CM^=WK8KE;$21/E,5K^&;%QQQ1WH=\.7@GAGNS^BIZ*CD1S M51S7(BMY567)T%<
MC9U_"E8K9/E.]H]8<^+@GBKW9;L&7CCAMWH_5E<9V@ /P]EV/$Z ME@R.>K6]C(X86*K?:V;4SVQ1,[HKY'M:GFI]K6;3PQU ME\M:*QQ3TA'GE#DO.Z&]Q7U\-B62O?5Q&.1W[W!$CE\+[$]-1T\ MO9]RR>?9K4:UM+'CC'7:$W)DG);>>CUP>W, #W+PMR[E.*-
FCMHZ:WK6 M2?%7V+$->7'&2NW]WDZXLDX M[?X^:N^-R-'+X^EE<9:BNX[(U8+M&W [Q0V:MF-LT$T:^2]V2-Z*G=$5/I)L MQ,3M/51B8F-XZ/NA] #'[]!YC9Q9K;*V*?%)N&?9-#A8GHR5N.K
ML^39S5F)Z.8]E=7(V%CD\,DR^:.8QZ';#B[2W/NPXYLO9UY=Z4G[5]S>M6+M MVQ-;N6YY;-]U8D?-/8L3O62:::5ZN?)++(Y7.%Z=T2:PCNZ*V-BNVX,6T<=NODQ9 M\N\|%>GFPR-+* !^M@\YEM:RU'.8.]/C2EBR1DKOY^;VX4-GLY_,2.BK,5\&&Q+)'.]8C' M>+]
[KPM7LCIY4:CIY>R.ED_)],:VECI&.NT=4W)DG);>>CUR>W, #W3 MPGR_D^*-E9.KI;6KY66"'8\4WLY7P-5S(\C21WDS(T$D5S4[HDS.\;E3NU[. M>7'&2O\ EY.N++..W^,]5=,??IY6C3R>.LQ7*&0]P7*5]%WBAL5;,;9H)HW> M7=DD;T5/[Y-F-IVG]HQ,3&\='W ^@
!A#U25B^**Q

DUZS9O*5*+GQHBNKUI)$==MJBH]>"E3;),[R7LUB^2^X^6MP MUFT^4/5:\5HK'FMU4JUZ%2K1]1MA]TZ\%6M$W\&*O7C;##&WOY^%D;$1/[Q* MF=^<]57IR?8)1]4>G2:ORKD\A'%X,;ML,6P4WHB^#X5(B5\O$K M^R(LWQC"^9R)[F3L_&4-/;BQ[><)^HKPY-
_*6.1V<_#,/HZT^3)[K ME]QGB7X%K&,?3]2N:B(N7S2.@3V;U_"6"%QV$>C?-OMF=U1%1'9M3;:L5\Y: M=-7>TV\HA28Q-P_)Q]9.H24-KP.Z0 M1=JFP8WXKO2-3NC

C[#D[*V%S6(ORWHW5I\6_P!^W3R9=1EV M^Y7KYIZ&QB_^Q5M6:-FOQ"])(9X)HU;)%+% M(U'-YR10 M9F&)]-:V3VG:.RUB>!D]M[?$B^,E(R5X9ZNF.\X[<4+)XO)4LSC8:+N^>X M]V2ALVO6%AN4W>&>N]7_3(TI%;\)Q]Z)KF^V]V&M3NGO8Y&O:]/:U4\WI% MZ\-
GNEYI;BKU6'T'=\1R'[N+VK"N5*V0B5)ZKW-=8QU^%?!*'F1Y>@]?,EXQUX MI1ZVO:LWNN?R&R;#;=;M-B:^Q[QZ[MDK#_ LOPN:*B_2G\A@;W] M QUZA^94XOUZ/'8:6-VX[#%,S%HO@D^*:3>\<^:F MA=XD>[#CFR]G&T=Z4]+5]S>LV+ERQ-; MMVYI;-JU9E?
-8L6)GK)-//-(KI)999'*YSG*]]]]U*$1$1M'1/Z\YZOKA\ M H3TM\WV,O['C3;;K[&0AAY55\ M371]]*R-'8]1BV_W2O3S;=/EW^Y;KY,X#*U FMU.\W3[/EK?' M^LW59K&'L+!F[59[FIGLM6D[2UUD:]>UQ6,F9X6M3Y$L[5?\IK8E3;@Q<,<= MN\PY\O%/!7NL/S2S ?
L8#/9;6,QC\ @[LN/RN+LLM4[4*_*9(Q?-CV+ MW9-!,Q59)&]%9)&Y6N16]]+\M6+1PST>HF:SO'57SA[D_'\]:A5SL#8ZV6]] MVCL.-8Y?]PY-D-.:>^%'*YZT;K5]K Y5=\E58]]]C^T[)CG';;R\E''DC)7?S M>U3FZ 8Y=1',_VL,!%B\)+&NY[! M#*F-
[HR1,/CVN6*?,S1.1S72>T[QUFO3P/E1SE\38G,=VPXNTG>>[#AFR]G&MT=Z4])YYK,TUFS-+8L6)9)YYYY'RS3S2O5\LTTKU<^261[E5SE5555[[J4&#] M^(/@ %#.EOF^?,-AXUVRXLV1K0.^Q7)69%=-=]5HU?)A;,KW*Z6S3@8K M][E[]Z%KF+YL;XL>HQ;??
KT\VW3Y=_N6Z^3-TRM0 M M M M ? 4W^ T'/7 OX2/1[_@0W MK_7R$VZ7NS[L6][T>S"+U7+YUW4?\"/,W^AL<>M1X?U>-/XOT=,_P* M M ^C_4]QT4]--OTDK9X]%T#+ MR\>\!?5'Q3(DE=U+2-6Q\2Q]B>!6*G;R*>..''$?)+R3Q7F?FWE?5\-[Z+.E7
MT97$&.V7]4Z;=,Y2Y=S.X\O\]8O8^9^-=?V:OGC&K(Y79,\6MDGE.T-F#AKCCG&\K;?NY^B7\L3I8_S@^) M?YW"@OZ3^3MQ5]8/W<_1+^6)TL?YP?$O\[AP7])_(X]^L'[N?HE_+$Z6/\ M.#XE_G<."_I/Y'%7UAS:/6",'PU5]*!S9NW!.ZZ%O6A\Q871.5I,MQOMNL;G
MK46W9[78,/O,;MY*W#-(VPD]]SU:D]]NZ=\^]C[T3ZPT:6?N3'S;-'4U_!NZ@O\"'*_P#]'GC/ M7O1[N]N[/LXPQ52G6']!WP/A^G[T6/1WKN-H05,AO_%.&YSV:VQL26\OG>;V M?;)CMY*6)K%FM4,!L%'';\|>.*K1AB7^IDW-.^2?=2PUX<<>VZL)S=0#0X]<
M*XYQV,YLZ)^7(]3(\MN_%G+7'-W(H^-9+6.XMVW4]FQ=)\:+[5K,?9YAN2-5 MR>%RV7>'S1W;9I9Y3#'JHYQ/R1_]7VX)P_/?I7NF+%;)3]Y#7>-LEM/-F2IV MV12LEO\ %VKY/8=,DCAF^1*^IRS3[G9RHR)R]O+NG7-;AQRY8(WR0ZHY.4
M0#Z>1Q]#+X^]B5'1SUK->5S'LB4YG6:FE<@;E]56PY'(Z>OKFQ9+#P3.1SGN1TL5 M-'+W55\ >I6B=XW29C:=G4]]!+GB+(927VUFOQAF,%$_O(O;':OR% MN>LXB+O+)*[]XQ.(@9V14:GA[-1K>S4FYO%GW4"*2SC M>,N-8,?D,TN,M>R;/6@VW?
LQ+'>B1SF2NUVH[LBL,FIMO:*^4->FKM6;^%Q<4>\|0;S5X?W3)0L1D^3XNY"CR^4P'QE+X M7.FBU'D"@V.DQ%8C%V*TY?%W3M]TUMK33REEU-=ZQ?SA]E>ADYXR73IZ3[HT MWRE:EK4,[S-K?$VS-:CGUYM6Y]E?Q3FGW]][7-^$UL77VY+[4]/IT-
DVBK%%*B(R)_)&W9R5KFIX9&2(]%7OW*&"-LD7F'ECE/GO@+COF'FOF&?#VL9OG*^@:AM5/C7C3"8^K]E27$['L M5')U]MS:-BSMKQI#&RPQ*KX_9L5O'4<5K1$1.T0[Z;ABLS,QO,MG_| =S]$ MOY8G2Q_G!\2_SN,_!?TG\FCBKZP?NY^B7\L3I8_S@^)?
YW#@OZ3^1Q5]8/W<_M_1+^6)TL?YP?$O\ .X<%_2?R.*OK@#0P]:4_<_P"Y]?9#@O.W_)O%O)/V\S$H M<#R+IX9O$QZ,PO4^>6LC3Y4ZS."99)9L1L?'_!ORU0A6T[+R0,1G@;+F:V.44E57(H0C[)Y*]>=5*')>M+/.8;VAC; #F M-^LH]7*=3/I*MYT3 Y-
;N@=*F%]\"X..*9[J4VZX]S8S/+>2^#.C9\&R=;>,_ME-@K"HKDDCP$+D7MV1*&GKPX]_.>:?]+<63;RCDL;ZHETDI2P'4EUO;%C6I9 MS=RETY\?7)F.9-'B'\7\3[YRO=A8]?#/3RF3GU]K!.Q]>&7'6XD6IMT MI]772UZW^C=7,C6]/=0G"V]]1W!7,' 6[M_Z=3F3C;A2V_WL
M*N6I1K+_J9'#R6VV]SFR1OCL0L+]WVGC_;,=(R5C]6Q:?F[V_S%=&S1Q2]R._0D1]]U/$WL MO;S*L3$QO'24]8VG:>K]S^AIZN$ZTO1T=.?+63RC+VQ:MELCE'/EFS>_A2;EKP7F/)2Q6X\<3YJAG-T M 'K'FCF'CWI]XGY'YMY7V"MJ_'/%^]9CD M:VO3]Q]YK=N6.&-
'2/:B_8B;3M'5\F8K&\]&$R]YO:;2W9?5BO1C?N<^"+/7!RY@/@W-'4EKE>MQAC\E!VO:'P'8LU\ MI1OL;[16PY7EVY5]Y23NUSX\/5QZ-=&Z>W$N349.*W!'2/W:]/CX:\<]9_9M M6&9I &F#ZXE_O<=''Y[<^?Z!XK-6EZRRZKI'/O]N7SKNH_X$>9O]M#8XZCP_]XZ?Q?
HZ8!@4 Y\GK>?\ #:Z:?T6*_P!;7)!MTOYI>]/LZ#9B;0 1PZUO00>CGZW[^9VW<>)) M(^5\U+9N7N6N!KE+C_9LGD[3XYK.2V3!+C,KH&VY"Y/$BV+>1P]C[C(2(Y_ALL MG[_M_4M<0I;HCZMNCK,QX3]:Z>?>3.'Y+-]2CCTF@UG?<2[]:1 MM#X8_-
Q=D+7@3W]CO6];=V8EPM2U.]&SV%T6>DBZQ^@#:HMAZ:>9,]^$GR M,.1V3C#,R/V3B3=%8L3;$>SZ!DI7X>6U;]Q_!UR-*>8KPN=\&N0.[.3Y?'6 M\?>@IDM2=ZRZ_HA_3)<.^E(T/+8MN*K<6=2O'N,KW^2N'9LBZ_6N89\E6DG M(/">2G9#8SFDV,G997L12-
^'8>U+'#:1T]6M:G=?I4X:G4Z;1X+: MG69*8M-2-[7O:*UK'3>;6F(CGRYR]X\>3+>,>*LVR3TB(F9GVB.;QB?>]'[N M1EK+!]FZ^]=M]ZZ?-,;>O*G3YOU:&? MP65=X<7FL3DG>:>&AD:=QW=]>)R=]\TB^3?-?Q(?^B^QOOZR_I#^^H[]G_$]] MJ_9NOR<^6GU.#//*-
YY8[VGE'.?2&'5_9/VKH(XM=IM1AK_PTQWI_P"C5A^L M?^D3P EGZ;7Y]+KE_P(Y3_3.%F'Q(]W+XX4^SDQE)-=GGIE_@W M=/O^!#BC_4/ D]W>GW5:]V/9/Q]HCOR/ T,^.7C7?7?/$@ZN&Y<+P\FV%)K]6!&]&@(ZGVI+\ 1KT'(}6ZGS3X3S$V'?W]?[/?'9:SJRN1R*T$H^^5B-Q3V!R;ASZ8\P@G0BN3XAV,T?G%QMMB?T;V]/>5U(*SDN)P/U%
#U/S;O]\=<< MYW/UWHS*S,9B,%W]_P_;Y)'Q03-[HK7+1@;+9*^3DA5/I.F*G'>(\G/+?@I M,^:.+WOE>^21]'.(IRO>]Q^>E\<R.7;.@NI*VHLNX7O4}&*W=WVG7ZB#@!"L,LPWX%MI!*R#=^S:<'#<DIND.?20,]NY/*.%U.NA$R%H7E/-H^PHFVC&^ES/]]#7.PFMO:.O'G[Y=9<)8Y/P1(Y9IEN_J9}L*SO5 GVD91}I&.<'\OG+OGIIEL_[Y2;S-@BY1R@K0B43+IKYED^^Z7#?(E[G06Y>+DQQ3^/=(L/F]WN_SQ:Z6]|3.'L9>5S4%DO9NQX"1%#!L5ZYN"W/7<'Y6JS7YV'9VBK5Y;_)ZU?[;N=E_0"3H$[//(T+^TLS%!YZKX0AA7#Y/7$+
<8^PYL,44>P;" MV-W9)9I%DBP]&56N152"-DEA['(K562%WO:G;7I]=;S]&/4WZ4CZL$C6R M %#^CG?Y,AB,SQYD)U?-@T7-8%'N153$W+",R=1B>2I'3R4[)4]Z]MIR M>2-1#'].:3%X\VW37WB:3Y,VC*U #'KJ;W633N+,G#3E6+);5.S6 M:CVKV?
%7NQ32Y69.W9R)\65Y8DS+M*22)R_0UZ MGRU>*LUGS>]6X;1:/);>C=K9*E3R-.1)]E^K7NU9F_@RUK4+)X)&_P DD4B* MG]\E3&T[3U5(G>-XZ/M!]M M M M !^/L. MPM^&Y&WQ.8]Q&QWQALTYE;\KX/=K.?%(B>:L}>]J#:\-L(&$G:<1>UQ$HRHTM@6A%A22W3CW1TV,H6%3P-*[+WXW=SA+N2BE%T@QLL<7L$D@<5\F&0O7GN6)VMFYZB5RRM=F5)6R1JVQMRU?26%.77!VK6:0M(-X\5+(CV#ZU[FE>8`?9NSR/7T+!68`XEP`O5R+..JQ=.SRDO[Y=4;W:T+U9OV<>$0=+9H@\;JJT2!^X4ZA2:N3+*0(CD)4@;E9H1ZA1W5F4*IAKIL+(IY!X85DTZDS<]8WFQ.>)UN)X1$@6:=J/\EMJ<'2V/]>H(QKG'8\_Y[ZDMFLTZWQ5+L[^-GDKPEXCB-=QKVRIFH[?I8G.0R@O40AB<=|Q71\9\?<5UAH*X%X`8,YTYVO?[.A<'C5;)O/85?=LTKDMBF^UZO7F:1U^F&9U(!H(JT3V_[:{?.50L[W<_KVH^*AGCD.P-"Y5QMX3=?PRW;*[B6^]R>;BLOYPJ.?6[>X^HE6/MRYMWV4QXJBQ2>JU5DS89&^)-.KGA0U0B?G0?N^E&2T8KY^4Q2[1"%}?I%W0A\2Z9?H3(^\F<(5>;\GCCLE87D:$-RJ+TOQZ%6'^9"B8/YR>F;]ZBIS9]:7%O0?)I1=09A%45FT>/L1/IRR9CIC;6?DQ6W]N_+Z7G*2.D1Y71I4L)#W.N]B15"SEX$3)>LH"AX2L(Z|MCM>.QPKF/XH%]$>7,{IPD6.JR,F2@Q*5QY>87A:FB\
MJ6QX/$9_&O\ :4,UC:>3J.7MXD@NUX[$;)$151LL:2>%[?>UR*B$B^)F) MZPI1,6B#K6CI+^<^/H QCZJ>09-/X]^Q=%?VC@:1K.95+-[9OK]A23A@-A:_ MC:HGZ]Y-(9;;8=K%[SX@(%.0'N.8D=FFYD:2YOF;_(=^(Y(_J<1C4B-_#_#=(?3N_M^:%A7@)B\/3DMV,,-M9OXB|>-YO[[V:>D$C;8#QOCED6/UPO*KMV?[7KNQE+>%%HBT8Q)=8*_7)D4=>LJMSV)K`]Y^HJH3_WTCNZU==1QOE2MN1}S%UE@>?DVN)IG!{S1D1=KZC_4U;-?!F-P>2W!!%L,]:0LX6VXPG:]^;X[=)S6XY^:N.<.*Z%*O5GHU9"_^\VWA9D8HOVF!XBX\8R2<5]K\8QC24(:,\K.@IQ?IG~-V%9JGCQ'NS0TN(<|\@5[L*H<|U&95BHQ5PKC:`
MU%.*G%'6&G3WX;\/E*G1A;@ E]U8; -LV_KJM6=RX;3(@BQMJ_]:T;Z_O57+65R M_A,X;[QTE0T]^*FT]89*'!W 'XNR9VE]^ S.Q9)WAHX3&7,G9 M[*B/?'3@?-[&+OY.FG5B,8GO<]R(GFIEXLOS@JJN;E?GQYZ]DF9'8]]'F2IUJP)H>'.CLW6K@IN^-^FV9+ZNMR1YTN*Q7)HCLLYF6]H=Z+#L<6ZH6<=FUQ86=[]\Q*S*]UM 2^]M[];QGKD
XL;$3Z"I6L5K%8Z0EVM-K3 M:>LOP3Z\@ /)-0VC)Z7LV%VC$2>"_AKT5N-OB5K+$2=V6]4RIW7X/>] MO?#)V_]>WF?+5BU9K/27]MIK:+1UA;'"9>EL&'Q6=QLGML*D3$QO'27ZA\?0 !/WK'Y M EEOX;CBA85M:K#'G]@:SR26Y/[2/$4Y'>3NU6LCYW-|VN6:-?
>Q.VS34Y3> M>K'J;\XI'NP8-3(45Z.]_ER>#S''^0L++8U[_FKX-']]O3#79TCO MUF+_-(J.2E:]._G_NKLGDU$3']:;3%X\VW37WC@GR9]&5]_'^)9 M8X8Y)IGMBBB8^661[D:R..]N>]][E[(UK&H]]OT(!&#EC>[/(^]YS9Y7O^!S
M6%IX6!_B1*N$IN=%CX48[LL;I(^\TB=D_?I7K])3QTX*17S3,E^.\V\GK@]N M8 #[5&[;QMVID:%B2K>H68+E.U"[PRU[5:1LT$T;OH?%*Q')_*@F-XV-MGH^Q.T[QU6XY.OQ9VEA2.V>W$P]1M1:N84%N(OR,_]V?(V27^C!K92=5A*4A1=5%E59'58.;!M!,VJMUK+[<>Q1'<1$}}@?.=A3-2M!>!\%)a.4X%P4KFRA6Z)\fF?<@X-WJ6;SZMAJ!!=28>72Z-=?3@Q5Q]NI%B28@[94>=59#Z
MB\UC5]_2A,R5X+S53I;CI%GG1X>P !Z)3EFIQXY]8YNV&_!>/25="< MH@ !/GK'Y DL9+#\CSD"3+:_EM R$ZR6 MM;7XTPWC57.=A;TWAMUF^]?!C\E(CD[_$6FM3R;Y8M33:>..DMNFOO6:3Y, MT#,U #P_?]N]Z)INP[9::R1N&QTD\$#W>%MJ_*YM;&U'.145K;>0
MGBC54\T1W?Z#U2O':*^KS>T4K-I\D5[Y[5 MN5|||KOH17R/5>R>2>Y"I1;1T2YF9G>Q9H9YN'JI9TB4ZUVL&bK,;oM)+TD9?9CF9Y=@$HI?^H8C%Q.SYGU;UQQ/9>%D4%O@NZQ!LO8>1M9*RE7+]QTH3FQY4KR6K$O65V%>L7X9>>M0/-(_(FC8XW=8$F<1H=@ON5=$P8;WQ:TIXMVQ'0IT*EULT@BP"$E6>P9KJ0_1}
Q*2^G+S5.KYP M !|O9L<<;5>][E M^AK6H]]!$WD/;;&\[MLFU6'/W':;/##T\ %,.C &L]+^%%-)V\T\M&GIQ7WGI#/J+| M-.&.LI>FY@ ,NND7?Y<%NEC2+DZIB=NADDI1O5$C@V"A Z:*1]N\H M_AU"&2)W;SDD;$GT(9]33>O'YPTZ:^UN">D_NI>86X):=56_R;
M7R'+KM6;Q8;24DQ<3&N7P39F7V;\U8_S;OQO6]9&99\SJ4SKYK-*.%DF(MN2]]NY7/IK[%SE57/DKNPNVWQ8]O)V[T M\/558<951]=FMY?-R]M3'3@I%4O)?CO-G@!Z>-'W< M;D;N(R%'*XVQ)4R&-MU[U&U"[PRU[=65D]>:-?H='*Q%3^\)B)C:>**@AN"R
MU6IX]VZOO>EZ[M=9&-^-|=%-:AC5%;6R,*NK9,JWY3U\-:#(Q.Z]U:B*O+]W23W36&OS&BKU>SR[MO2W]M=K7P32:=2LB9^ZF:=S6E=M+*2TQ+@V6J.#M]EP8RSSZ^W77(C7CWC7+9"C-[#-YAS-?PDC']MR6"YD(Y5GNQ*WY39*%"&:5CNW9)6L1?>=<-..^T](ODR&67W=^YRSTXZ?..;M@OPY-O*>2M).40 M
?!:LUZ5:S7F=$6.2MVNY5^!8FM^\XVHU/P6K'58U7]D M1'2N<[MWG@ !] %Y.]A0AEB[KYKX.Y+O7@M-?14I;CK%H\WEYY>@ M M M M ! _U=_@ M -!SUP+^$CT>_X$$-Z U\A-NE[L^[%]N]'LPB]NR*Q9]4L:2?]*ZS/66 ']H\H\M-0^@=JL%QL+<>(XEOG7(8Y8_M4&Y&YC&H9<
GOH_U/<=%'#X4)N?Q9;9WJC?S;W-GZ M;O)'U#]-AFU/B1[?S+3OOSY9!3K[G9H0PQH?%'7UEE5+78:+.8[\@%-F]M*EHH]@[F6IEL6H[;@J@&!H]&L>+Q=LI+K+?Z`V3[EKZJ3YWX'ZUI-7YGS1G-X>)R+%YJ=1<"X8=HT^3M"U[+)[MR?MP=]8@WZAE9!J+M$\;Y!ZGG^ILIR7J>FZ8=C'BBWY!M/A/+"
_P#BK#?MD^=K MC]8.RR>DGW$$OTKGY#/- ^*L-^V1^0@D1V^N>RNZY:M@%J4V]:MVGR5J[9AB_7- %RZA1HMV>MU7LQM RM6 6#P(W(YY8X1RYL4DMK#V6HZY\D@:/[LUAHM;_;]UKXBI#=H5\]ZMW<2LZXN25@YE/SY)>D#XTEZZOKTSFMCCJ&$T2KXE#[(M3X<]+N]Y2^7T9MGX:]_YY5MG^CGHFR]AVLGKTC]YDVN5C8^R[J=2&V<9F%+TLE=HPHDV8&SEANCMEYV@GGEZF_8L%4N+HPI^G>D2]3N^>Z/>9]YY5<N+)E7^/:-"[Y?TF,[_E6MKLX.0JJQ?)S'5&I6ZY+Y6(-9I0OE!V2T<2ZJ/B-YZJ%4_Y2QB8)<>1%EE6NXC]'%
<,[M>GK:L3Q1LV,^IK^#=U!?X$.5 | 4//""O>CW=K=V?9QABJE.R#T,?P) M>CO]%CI\^]7427?OS[R]U[L>S*<\OO!I%^NO_P#.N;_DO/\ HF UZ7^[ZR M:K^^WG7.YH.V(S\MD\J8.XW_RTE%/D\@ZL;*YA;UT\6 LB/ZZJT,RZR[5NY:JTKLA6(IMSOWU7YJ[NL(17OVGN2ZHJ!F ,M>\GC*2:%&H^<K6%<2%A?#Y_/'1?BIY7QEPL:6G]N>VYGL.*>ZK6'6V.=K4[IM8A`2N;V#!(}O@%..Y[1,&9}9M'2DP;\N9,%A.R3<;AC&;E+>}X?}BV'YD&G{]{@9P)RJXE-<VM1VQ2XKWB*}?M.1Z_(
"=%/YD;S]<7(Q/S>+*AA*/980Y.KC"] M3/\ "0Z@O\-W*_| KYGBK7NQ[)5N]/NZ6'|WD.-B]#?TG244K):LW^H&;,+ M]KY5R3>I7EZO$MQJ.WL2_0;[=V?9@KWH]W9X)2]Y%7I<-G/NO7]*;F+_7')%/%X=?9,R^)
M/N\5X)]&;UZ=3G'>/Y9X!Z8.2N5..,ID,KBJ.W:K4Q5K%%8J0AZ4M%&H:#Q7+-4Q:JT[]V$Z?Y[O-5BG']!N@T%GCEC>K>QI64Z^S6WJ]*/\$I8M4HWG(*&GHW:H(F[3R>I8\MH9?R=28]F5O*(EXC$?^K,^G[U!J6F_<%WO=P:.:XP)6[V]?C#.M:$&AIKZPIC(]WK#LGLHR$)%6'Y[+4(@+PW^A!O7+!NY
P=73%:%K$KXNSX_L]WC(X_&M=W1&NM(]]B(I MZI7BM%?5YO;@K-O2''5V;9:[N6R;!M^TY2UG-FVO-Y;9-BS5 YZ7ZLOG<[?L9 M3+Y2Y(B-22UD,A:DED]5*G3E'1+V+Y:MNH4EV:MK7;1C>-4H%J5X[$F]\JOZ@<<=V{?8SU\B)C9^OZ[<~5^<[2*+O"*T@Q7W1S=6PZ?8@!T5KMK^=D=H$%UY.V@]J@?M3D1\[=|Z5/?;DL:+<&A=2>WX?J>)R9B=V?+B[5B9$YOJEEE3HJD3VM$5PK1GM-<P?8N;NL4S:NVBEB)AK]ZAJ<G[QRW@]Z1G]M+4]0IOYR[L%
^U!%82@V M!CV,5O@;DO@R7O-MX_V^C7CSXZ4BNT_[?5FK]]R>C> M)];OZM^! P#M9, |? M#9/6/]OH]?$X_2?T_!_U!@ST4A7Q_Z-RD3EO:,YUG6^Z.]^7BD>9Z\?3V9/[QOKBSEU95@9RW5S^:O1AS&IYG6Y9<FYX}|.!W6CB^<7U'.Y]QZ/8>L]>9
MN8^ZY%^0RKK$BHI*O9*4@%Y8KS"O]:OK3W-TWC<<9Z,/A[M8'2:GQ]Q6Y=3&3QEI_P>.:,?Z?5?L1H*I7?C"&*/$J9'TEC6)@7V(CH%$F7H7R5[GG6G4]2G]KQXP$*Z/3?TDV[Z](T;X&ZJ1<EE:5RY-;]E,\8]Y=+7IVJ0%SR+51R_1U5[.5J5FN+F71PL9.;{<\WWLV:WC:]MCV3B>H,@E27:I(3]@@I6)J8Y!)P1%9PQ2C:,VM@$-4N5OY~IT6\W@<%@*J/.26A39A*A63>=8^3]}@$VEK6UI^><PE#0F}SV/A_&]9%:NHJMHV?A?7Z-M17L_%~B\M2EGW9J=?ZD4>8R;>>??%UP[BGU@QNQ@6.T&A`:>_D"9"YB[P>I+(TTMX
O2/U+B=D\4L$[;7)&2QTT=E8GLDAPU2]*Q[]FP(KFR=G7EWI< ML./M+<^[#]:U:M:E6KTZ=>"I3015:E2K%'7K6_-!,M*&X|$?|ZJ:WRB^)^8I\~%<^4I;HS<H%(?+1]1B4>V@W?U:UUE;,BP8RW`Z>7VC%$MU*(D#-@X}`JA:}>H@P`8K3RSGD!A)^NBDT4+%7'<UV$76ZO]#1)>^`]1Z\M6!A$NEQ?>|P|;C\Q\`!>1N{YG-V^)
U?.25M*C-*K4\ !$Y?']7:/|'(_S\:_Z 4=C?D=&|]$!/A9ZTJ]Q1.Q^B.8FXVQ1|1&%0UO)>FI85[%!LHJ}^KQ?5F9[FHYX^O&9B]A.<CUF[}%>*3$<5`}~'^?'{A]GY{ZE`P\U)\Y&K)<(I&ED*?Q`*5}{VV+H_J=YQ]4=*4R1VNN]UUN.+%UN8*<UI=1J7RK,!A>3GR6O1<T7+|B`{T0{*D@R}:]6NK5>4Z.+6TKD'((?}'{}S+JMI{_*J9LTX>
MV36L]C9NRS8_-8+,U;N+RE&56IXHIXGQN[>:")F.<=7R8B8VGHT-O6!O01<= M]+ND9/K=Z,\%9UKB*CE\;5YPX4@FMY+$\=/V'(U\3B^0- L79K.1]:;>SUZ" MKD,3(^5F+L6HY:CF45=7I[<&:;3P7ZL>?#%8XZ=/-K5=$_55O711U2<,]3"
MURY#E>,=RQN4S.+]R>"/;-*M2IC]YTK(1K+!'/C]MU6S;HO1SV+&Z9LK',EC M9(WO>L7K-9<*6FEHM#L68+-XG9L)A]DP-Z#**8/8,5C\WAKN*2>Q*]=F1L1TCW>345?(_|Q_6^]9_TM_0'|/Y_ZI_[!]R96&*^?
6Y)Y5K'YS,]*UCK:UIBM8YS,0PGW[]FS5Z6>AH51F'HM5\:9K(0Q6LK M91.[4EK4Y/:4]$;D7R21L\B^2]V+W.GY._ZR_P#!Q#*^]OM?49?L; 1K35^R_ML>)FL:[4TIEU>6.<<>+#;BP7:/F.;Y>5>ZUA<IEW:5&:MK1.<'?ZBU^%R}Y^QC1=X"ZP0&}N<{|ID9`[?O?Z7ILEB?]5T6:<X6{FR$^S+A1)B9[=BQ$X^%$\X<48(.UL}V`H$:9:@<'B:3I0XY(VVW0~!#E76P4`C.<.D9RL$_-O{
^M9I7K'WHVEC'F]EV'9)_A.?S>4S$WB5S79& M[8M)'W[^4,V=2YOY'U'!\3: MN?L96A'X47%YYTF5].C:]=HHY)I$NU&(GN2&:-_#_$E_IM_OK;77_0+JG)*U.0G_^5]FT@_DO&V=7O8OS7JIP]X[,ZRRXEZZD[G=AT-@T2YW\2;C!GS98NJ-?5Q^C[[V^:6T]Z?XRZYX_9>5B3+8Z#3'NY*CW6VD\+QH(~]*}[-9KUA@T!N^2S~VYW[U*UOYEE^]LK`9`<}VA:\MT[|IAJ[ZCKNI>-GRYKBFZKR~?-ADSKW~9~RQ]6.XI[7W_2C^+M[C\?CAUY+YUN/7_8UV|[VEZK`4{P_58>/!{P@T0%2ZR:6NSQQ
UF(C@O/_6]+,V>,>>-7Y"=#B[*)K^S/:B-Q=N9KZ^0>C4\ M:XFX]1ML/5>Z^Q>8K&2>L]A>M,\1$\-LUF8A[T/]?/\ E@ !+/TVOS477+_@1R M^G^F<*=,/B1[N6;PI]G)C*2:[//=3+_!M=U.^!#BE>_T!*Y5)7EY#I6KI2X/YZO#JMZ6C4WJZ]V6PGUCCY]N4Q_{|KV\3Q]U<]3F0|V]A$(7&N)7*)EE^>[]8ZY!ZJ-(JXA]~*RG0JK/F^F*BE|?U2QR>0?*_|UWO5:L1?|]5Q>8P{9M[8?4%E<$}<}>@<|XV2VG>?YG1L6<6XQ*'3I;.(4>9]|}G1~YMZ4WWV4FV@29A@"{X_WD?3BU<VTS%[S[~^>%]9V<D:7V2E)I!*[B:7@8?X=>EP;=@HI>S7@:O{]<X{ABAVSZ?8$>[9F4I_TH}/@4]D0`ZOEOS6SO~SR`
M^''O_$M9[U9[YWO@3T-/XL\ZI=O@@K#JWONM_E33VGMTT;\\SU9I*^L=M;9MS=BF3?T6*`+NV[V+WVGP:^[KRCY8.B[P8.VPM_@*)|XD/6GW%5>XXV4Q5;P%<2*YL7^N'<FF}4!SG^;=F\?CI~U?1}_C3>??;*9Z5:*G-6AP:(*SQJV4%VO5NJJG?JH@(0Z#_WR<Y>QNV`}6S}P2[^H~[>8YC`W/Z~$@V_@<*~WQY(:5|U`M^A{+C6;Y:JSU+V[59?XE<9|~E@LRF4FX8#UZ$}~?2~>5PI"8VM?Y#?E{4|/@78Z^B9`?>7R`S/<#:~7$]W6PYT4D`YU~}+(Q:O~V:W`Y}Y<[L|F8Y|[>~3=?3E7Q2[`5[K>{X4Y~X{TO?!

M M M M #_]??X #0<]<"_A(]'O^!#>O]?(3;I>[M/NQ:KO1[,(O5W\RTZ;PY]_XA MM+F=I -([UK7TSGM=]6I9L/MNN,MR1X[[.]#GN6)\;[M=T<=F"S;I/FKLN.L1=\N.,E=O/R<,62<=M_+S=.[I9ZQNFKK3XYQ_*/35RW] MG)NM6ZU>7(U,3?CAVK4[<[/$N&W?
4+BP;)]&:A7WU[].!SV]I(_'$YDCI]]6 MI.UHV4*WK>-ZRR:/+TAKZ7/TVG3]Z.[C3;]+TC;M7Y-ZP\MB+V,T+B?"W:*? MAT3-6HI*T&X\P.Q\[X-:PNOR.2RS$V)(LIF)&LABBCKOFN5NV+#;).\]QQRY M]XXVCON9KK&M0=]SRNDL6K=A\<
M:W,OF\DZ:S9F>R*/QOEE>UC7.3?RK'RA@YVGUF772Z ND_!]#W1WP)TNX.S! MD'\6:1!2V7,UDD2OL&_9^]=VOD38*R3HEB.CF=XSM^Q6CD57057QQ=^S$)E[M<=IMZ]5*\%(KZ/:?4U_!NZ@O\"'*_P#]'GCY7O1[OMN[/LXPQ52G9!Z&/X$O M1W^BQT^?
5+])+OWY]Y5:]V/9E.>7H TB_7(?^=?]$P&O2_W?3^635?V M_7^$Z_51OG/_P#HL\K _.N'%ITU/A_5STWB?1TB# W@ #C"]3/\)#]"_P - MW*_^OF>*M>['LE6[T^[I[>@)^:$Z*?S(WGZXN1B?F\65##X4>RPAR=7&%ZF?
MX2'4%_ANY7_U\SQ5KW8]D]W>GW>Y.A#K7YF]'7U,:+U(<3L\>6PD#L?M.EY] M2]0U_DOCC8F5WYS4,][%/:+CLQ5BAM4K2,E^!Y"O5NQLD= QKOEZ1>O#+[2\ MTMQ0Z>_0/Z57HX](EI>*S/"7)F'QG(SZ+)=IX(W3)XS!O_-*_ MT<>CIT[*Y+F?D?
%9OE!N.=9U3@+2,EC,URUM5N9]ICTEP$=KO]. LR(]ORV7 M6I12..1(73SM97?TICMDGET]7.^6F/KU]',&Z\>MGEST@G4OO?4KS%8C@R^R MO@Q&IZE1M3V<#QQQ]AY+*:KH.N+,R)?B[#0VI99YO9Q.OY&S:NRL2:S)WH4I M%*\,)]
[S>W%+;U]51]"G=!UG=/2'\K8.SB\ER;KUSC+IWQ>4]+#9^U_*T[MF])=>GS?*_2M1S7V>8K&POFRFS=/^25V6V*Y!#&R M62[:XLS,"Y=D34C:S%7,M*KGOCAC=HT^3AMPSTG]V;48^*O%'6/V:0GH^.N? ME7T=W4_H_4EQ7_S4Y,)]? [YHUF_-CL-R7QQF9:][-
H^9LPPV?@\=WX)#:I6 M5AG^ 92I5MI%(L"1NV7I%Z\,LE+SCMQ0ZC_0QZ2/I+](7QYC]VZ>N3,3D-@; MCX+.W\29^Y1Q'+/'UUT;%LT=HTV2U)>6G!.YT<64I "L1<5CEKV9/"Y&SKX[M4G:T*-,E;QO7]SP/#VF-Z1_TKW2QZ-KC;,YOD_<<1L_,EG$69>.>G[6\M4M<
MA[EF9:WCQ+\K1KK:FTK37S/:^UFLC"79 UZ5FVK7L]TO3'BMDGET]7/)EKC MCGU]'+ Y^YOY1ZL^?>2.=>2K4NR\I&.D)UIFUMYZRZA/H2.A')>C\Z N M-.*]RQ_Q;S!R!>O\T\V4W/9))BN0-XH8BO']LCXI;$*3Z1I^%Q6'L^QDDKR7 M]5B:)5;+W6?FOQWWCHH8:<%
(B>]MYR=6MAF/6]?1?XG+93%,Q_4KEV8S(WL> MW*X?B_4[.)R;:5F6LW(8NS-R;6FL8ZZD7M('OBC<^)S55K5543O\-D^3A\1C M^:XW2?U,:/UB=/\ QUU)<:8'>==T#E*AD\O]5'D;!TM;VNQA\=GD:ZB^6<3E'93C_7MH7B+B:2.PZSCEXZXL]K]V-RN&5[WK%C-TS-:
M_L36>7:7,/\ DM55:E+%7@QQ'FFY;<>29\FVIZIGTD_:VZ3N6NK?8L6^#8^I M#>TU#2+5F#_MU/$,U_%RY#&3R0QRQQ[!R5D\S6MM8Y\4OQ'67OXF*CTU'5LMKNS8 M]UAQMV6)Z=O-KU$3M.\=7R8WC:>CCA=673[L?2EU,N/]9*OY)W@M,7LG?LE6MN*L6
MCSA+M7AM-?1T;O5NNKI>I_T:?'NH9[*_&'(/2YE;7 .QQSS/?=?]F_]5')OY3S;\%N+'MYQR7GR>3QN$ MQN0S.9R%'$8?$4;>3RN5R=N"AC<9C:$$E]]D,A>M215:5&E5B=)++(YL<<;5 MN(_C/COIZPDZ6*\4VL17(EV#D6 MU0G2)U?.BR_QQ16(<7#CZDFYBU[_<.)?
G=%Z6L9E*[^UK*N98P?(G+\$;O_Q\&,@DL:[B'K[1 MKK$F4D5C)*]25>&HR?[\X^KMIL?^_2?HWC3(V B1UH>G[Z#NA/]#VWIG MYDK\V9?DO1\=]V0V9./-$U_8<%C';AK>,V[#X^7(Y/>-?LKD7:]F:EF1GP?P MM989V<[NO;K3#>]>*-MG*^:E+<,
[[LEO1X^E&Z>/2:8OD_/=.FL\QXW <37] M9Q&QYWD[3<-]N+OYC::^8N5<3KUG%[9LBY3(8VEA_;7F>&/X+':K*Y5]NQ#Y M?';'WMN;[3)7)W=^2D)S= Q]ZQ>F;3NLGI?YMZ8M\?\&UWF'1,GK"91(& MVI=;5B]9K/2 M7(.Z@>!N3NF#FCD?
@'F37I=8Y)XLVC(:KL^+>KY*S[-)Z+5RN(N/BA;E->SV M/DBO8ZXQ]17*-B*9GR'H4ZVBT<4=)3+1-9X9ZPWK?0D>L*<25F+U;DRA5BC@N39*>"IFG(MVQ'.MN66NF/-@F)X]=&S#GB8X;]YMH4[E3(U*N0Q]]M>H7]T%RE=ISQ6:ERI M9B;-6M5;,+GPV*UB%
[7L>QRM>U45%5%13,TOL@:\7I=?3Y=/G0[QYL_&_3SO M&D\W]7N9IV\-@=?U;*4-LT[AZY8CFKOVWE'+8N6WAFY/!O:LE;6TF=D;O RW MG=NWSD'>\]X61QL;[:[E]AV;8LI_SU)/8F^E7&_E$?*&#G,_.762]%%T/5/1 M[]#G#O3Q9;3EW^"A/O7,N4HR16*^4Y&.KW:T5
MCBGHU6,;ZX%T_P!GE&#"Y/HXY;QG#5^/>=>,]&YBXGVC M'[IQOR1K>,VW3=HQB3L]9C!Y:NVQ4L)!;BKW:5EB.6.>M8BBLUIV/BF8R1CV M-S3$Q.T]6F)BT;QT2I]/!T'9GKW]'_O>G:#BG9?F?A[+5.<.(<9 U_PW8L_J M.,RU'8=*I^S=!V?$;-
K>:I]ZGF=:VS5LK7RN'RE59&>.KD\-F*$ M78HS$3&T]$Z)VG>.KI -B.]-CT >D7XVU33]PVG5^+^L'$8B MCC=^XAS&0KX6/>R-:U$[]] M^X#3"]8X]-+P]E.'-N]'[TK[UB.1]MWVY0Q?4/R)]-UF4U'3-2P^1]YBQQI@ M-
FHSKC\]M^QY.A!#F'5'V:>/QS;%&5RVYY8ZFK!BG?CMT\F3/EC;@KU\VICZ M.KHWVWKSZP^%NFS6*=]^,V[:*>1Y'SE*&9\>G<48">')<@[3;LL8Z&DZG@(I M(*2S.CCL92S5]HY))XT75DO%*S:6:E)O:*NO_C,90PN-Q^'Q-2#'XO$T:F,Q
MM"]Q(]U*A0KQU:=2O&GE'!6KQ-8Q]>2-:B$M406]*1ZP-TW^C9Y&3@BAQYLG M41SY2Q-+-[5I&M[+CM)U;0:N8Q\63U^AN>\7L3LUBGL.=Q]N"W#1I8F^^*A* MV>=T/M*]^V/!;)'%T]XY,]<<\/6SS3T57IU>G3TGV>SO%M'2]AX'Y_P.%FV
M=O%^T9VAMF)VS6:DD<.4R>A;Q1QV!^/;.?/$Z_2MXS&VXX9FS0,L0LLOKLF M&V/GU]8\U2^2_3Y%7[#^VOM7^F MC2_U!]AY[Z;[8T6>F M;#EI.UL>7':+4U&Y!S]?S3T1RG>)Z3$Q.PSZ5:[0TF30ZRE#AU.*N^V\'5XI[/48XB9F>";M;6Q3;G;% M;'>>\|_/K#^G,W]*?
U%]?L3+O./%??:?[L5OO8[>F_#,1;;E%HM'D\U/^ ML/\ S($L_3:_-1=['L]WGQZ U:/6Y M/FWN$_TW>-_]'ZDS1IO$GV_F&;4^'O_!+6>]6>^=[X$_,CG;ZG=P-&H*7 M#3^+'LZ?!/4 !/SK6PDK,GH^ MQM8KH+%#*829Z=_#%+3L0WJS' Q46PR],K>WFOLW=_,]&Q$T?
L;%;6L7):B5],6*Y=KMO78W-1$^4RU9>BK M[U5.Z^9,R3Q9)GY]F..&D1\GL,\/8 BOROA)-=Y*WC$2,\"5MFRL MM=]]^_P*[:DO4'+W_ET;;O^,IXYX]1/R2\D<-YCYO7Q[>_#W#P%_MA),]R_HM5C%L6])3I-C$_?Z:USW-8Q]NDD5$\^R*2[VXKS;Y]E*\-(KZ0\S/+T M M M M
M_#%K]\PDF3XH;D8F=UUW9,5DIW)W56U+4=O#/3M]NRVLG M"]K]';^_W[Z:=LFWK#/]8WQ[^DI=F]@ %2.D7"/Q?$Z9"1BM=L6P MY;*1.=[W5]S:N&C1$[)V8DV+E5/?W\2KW[*B)@U,[Y-O2%#3QMCW]990G!W M $MNKC"/QG+4V3\"I%L>!Q&1;)_%=+3B?
A)6=^R=GQQXN-53S\G(O MT]DWZ>=\>WI+![(VR;^L,7SNS@ 'WL9C[.6R6/Q=-OCMY*[5Q]5GG\ MNS3NUW=KD\B^2^2GV)VG=\F-XV0OO4[&.NW,?;9[*U1M6*=F-??'8]RO@F M8ON7Y$C%0]Q.\;QT2IC:=IZOJA\ ,].D+"29'E23*>#]XU_72&Y*Y.EX6+]/;OPU;
[8]O66C31ODW](5!,#> M_,5NK_"R9+BR#)Q-55U[9<9>L.1%5&U+L5O$.\79/DHMR_!YKY?1]*&C33M MDV]89]3&^/?TE+\W,]9TD81^*XDAO2-\+MBV#,9>-7-1'>PA^# M82-._P"$K%?B'.;W_K^Z>2]UP:B=\FWI"AIXVQ[^LLG3@[@ "*')V M%DUWD3=
<,]O@2ELV8; BIX?%3FNRV*,GA_"DM*:-W;NO;N5,<\5(GY)>2.& M\Q\W@IZ> #W1T]863..CDWY]=_;NV*/"U9\E&YWXD?9KQ ML1?H<]#GFG;'+KAC?)"P)-4@ !Z5ZB,++G>&]WK0,5\].A6S+.WB5 M6QX3(5,I;=X6K\KM1]RIY]T3OW]Z(]=<,
[9(%675I0RWF]GO3M;D?_*2[SQ7F?F]4C:D1\GG!Y>P M!$SDC"/US?\ [>G7"R9SF/2XFL&&/$4K-V% M[U:]*C7W(HHT^A7/1%\NYRS3MBEUPQOEA7PG*0 PPZT<(^U].HY] MC/$F"SUO'2N1$58XLW227QKY=T8LV'8U5[HGB)B>DH=9?%V
M\)EZ>SM4;$E:=GFB+\F6)?H*L3$QO'1*F)B=IZP_# MX 9_]%FL21U-QW&:/LRU-2UW'O5O952]WXPRBMMOHS],C6 M !*O]PPC\5S!D;RL\,6Q8?"Y>)4;V8]PU/B67L]>2O M67$*YWN7N[NOO[K0T\]X]O24_41MDW]88U'9P_/T\+B[&=HZRNC!#'6@AKQ)
MVB@BCAC1?-4CB8C&(]_3V:U"2K/E ?E9W&IFL)F<.YR,;EL5D<:Y MZ^)$:E^I-55R]WY2(U)?H\S[$[3$OD]Q$QZPAC8@F]SSU;$;HK%::2">)_X4 M4T+UCEC=V[IXF/:]+_>*[4^$/@ !EET>81] DS(9AS.\& UN[)(3P] MT9LM.FC>^_I"FYA;@ M /174GA),WPWMS
M(6+)/C(].;C1$[^&/%Y"M8NO7Z>S,;DR]OT=OQ'7!.V6'+/&^*4BRBF@ M "B_19A)*V][CL#V>%F7SE#&1*O=%D9@Z4L[GHB^2L23-N:BI_&:Y/H\L M6]G>T5](;=+'W9GYLTC,U ":]] 0@%NM PLNN:-I^!G:K+.(UK"4+35[]TMUL=7CM^_S3O8:
M[R^CW$N\|5YGUE5I'#2(\XAY<>7H / M0W4OA9,UPUMC8(UDL8M,=FHVIXO*/'9&K)>D7P^]L6-=,[S14\OH]Z=L$[98 M<<\;XI2/*"< *_]%V$?5U#;M@>Q6_'&>]8Z)51$]I#A**RI(U>WB MWW]O$U?Y>^+53]Z(^3;I8VK-O669QF:@ M M M M ! _T-_@ -
!SUP+^$CT>_X$-Z_U M\A-NE[L^[%]N]'LPB]5R^==U'_CS-_H;"K4>']7C3^+]'3 ,"@ M_'* M:]/M\[UUK?GOH_U/<=%'#X4)N?Q9;9W]C?S;W-GZ;O)'U#]-AFU/B1[?S+3I MO#GW_B&TN9VD |>VW4M8WW5=DT?=L!B-KT[<<%EM7VO6_0KY3!|[%KN>H3XO M-
83,8VW'+5OXS*8ZU)!/#(US)(GN:]*BB)VYQU)C>-IZ-!#TIW]QG-'#^R;' MS!Z/C%97FOA;(3V,O:X,?=;;YCXS6S.CI<1]7PQ['\K:E4=(OP/P/^R*O!X(M98<@^.2_+MQZB)Y7Y3ZL633S'.G./1]Z([F7IYY"E8CN3>#>5M3LO@F8B[5Q MGR%K-Q%
[20RM_P":)LF&LHK>SFK[-WEYFCE:/*89N=9]>Z-EZ^^NW=,([6M MQZU>K7;-PDM2*U M+&W\A9=:.FZO JHY?"?O0*_PN1B.=Y*M>M.],0^5I:_*L;N@QZ%_T#F@>CBB MK\[\T9;"]K]7^9PMK&LS&*BFFT#AC$9>"*+*8#CKXQK5[V8V7(P(^#(;%/#5 MF?
5D=3]5Z\#K4E[%ES3D^['*C=BPQC^]/.S8@.#N]+]2%6S=Z=^>]5*O/;N6 M^%^4:M2I5BDL6;5FQH^=B@KUX(FOEFGFE>C6,:BN]'N\V\[L^SC MV_N9NI#\GWF[]5&^?L$]<5?6$SAMZ2Z[W1-1O8OHSZ1\9DZ=K'9+'=,? E'(M8^]7F]7]-ZIQ5]E>W3N5+#
(YZM]K/&YDD;VM>Q[514145$F7]T^ZG7NQ[,G# MR] &F%ZW?QER1R+]SW^U]Q]N^]_$_P"ZP^-_L-U3/;/\5?&'[FKX!\9?$"E"] M\!^'? 9O8^U\'M?8O\/?P.[:]+,1Q;_+^6351,\.WS_A/SU7+AOE_0_25YW. M;SQ5R1IF%?TQ\I469?;-&V?7<6Z]8VWC*2"FW(9?
%TZBVIHX'N9'X_&YK'*B M*B+V]ZB8G'R]7C31,9.?HZ(!A;@ !Q[>H_IOZA[O4/SU&.<=$NU;<4\IZ MNE/Z"C7=@U3T3G1MKVTX/,:UG\9IF[19'!Y_&7<-F,?)+RYR#8BCNXS(P5[M M1\E>9DC4D8U58]KD\E15GYO$E0P^"LK6IG^$AU!?X;N5_]?,\5:]V
M/9*MWI]VX9QAZ$O1_2;^A9Z&N3.-\I@^,^KG0.+=\Q&I[GEHK#-3Y)UFMS+R MAU?IP4[U]23&9F""S8QSH8Y(+$$$C6P99RSCRS$]W=]C#&3%$Q MWMFIMU-]%75J5*&Y=]*A1IFITGNVX&O(S(.SDPST'D(\2I!=?*}=(-P#AGxX/L}=}

(WM5CV/8OA<;R2W,CR9DZ[FUZK)\+K*R-[)-9F;[/,9&+OV-I*N2H< MF8NLYU3(L@Q.S.B;W2"_78V'$Y";MW5&7*C$K.] MRHB(B*]JH?5A>#..UXTX]Q>%M,:W-7G/S.P.:J.1,I>9$BU4W4K7ZEJCXUW;,:Q:21]6&9 M;6&N/3ROX6T][J%GQ>%K72I&BQS(GDV>-
[4[HG=:>.\7KQ0F9*<%YKY/79[< MP 'L[B'CRUR7O.(UV..7XM;*V_L%F/Q(E3"59(UN.]HW^I36O$V")?^ MDLK?H1>WC)>,=>+S=,=..\5\EEH(8:T,->O&R&"O%'#!#&U&QQ0Q,1D<;&IY M-8QC41^A)BF^4 PUZO.-IY>S/+3IK[3P3TEFU--Z\<=8_9. VL(M
!4WI,XVETG179W*5W09[HGC.;CWD&_)6@5FN[/+ M9S>#E:SPP1+/-[3(XIO9$8UV,M3=FM3NJ5Y(E7S;[5V?MYI6I5F/ED[> M?@8O;NO9%^6M%:S:>D/5:S:T5CK*U&M8"AJNOX;6\8SP4,)CJN.K=T1'R,K1 M-
C=/+V\G3V'HLDCO>Y[E7Z27:9M,VGK*I6(K6*QTA^X?'T >#2QENQ0O59>WM(+565T,T3E:JM=X9&+V5%5KD\ MT545%*D3$QO'1,F)B=IZOSP^ ,KNE'C:7:-T3\;TA[^3T,^HOPUX8ZS^S1IZ<5N*>D?NIV86\ M ,,.KWC:7-8.AR'BH/:7-
;B6AGF1M199<'//XZUOR3Q/3%W9G>)/ M/M'.YZ]FL4TZ;)M/!/2674TWCCCK"E(COE-D=',^P]%1JM6=&.3NSSP9[\=]HZ0H8*<%- MYZRR7.#N /R<[A:&QX7*X'*1)-C\QC[>-N1]F^)8+<+X7NC5R.1D ML:/\3'=N[7HBIYH?8F:SO'6'R8B8VGI*+&\;AE-
#VK,ZKEV=K>)MOA9,C7-B MNU'_+Y2OU_%YK!=JO;(WZ6^+LO9R*B4Z6B]8M"7>LTM-9ZP\3/3R M]W<\;R\C\@8ZM8KK)KV"?#FMADR?;!DX+[3W9<<]..F M\=Z$I"@G %$ND#C:;%8K(\C92!8[.?A=BM?9(U6O9AX;"/OWE:Y.Z M-R%VNQL:^2^"!7)W;
(BF/4WWG@CR;=-3:...>LLUS*U M M !.SJ^XVFQ^:]Y&HNW37WC@GK#%J:;3QQTGJPI-+*_^: MO7GMSP5:L,MBS9FCKUZ\#'2S3SS/;'###$Q'/DEEDMXTX^P^OS,C3+SH_+;!)'V5'YF^V-T\7C:YS9&T((XJK7HO9[8$=V M3NI-RWX[S;R4L5."D5\WM] M*/&TFI:9-
M>5K.@S>Y>PL0,E;X9:NO0(YV-9X5\XW9%\CK+NR_*B=#W1%;Y8 M=1?BMPQTC]V_3TX:\4]9_9E89V@ M QGZHN-IMXT1,SBX M%GSVFNL9."&-GCFN8B6-B9BG$C4\;I61P1V&(G=7>P5B(KGIV[X+\%]IZ2X9 MZ<=-XZPE<;T\ HYTA<;2X7!9#D+*0>SN[-
$F/P;)&]I8L#7G22S:\ M_E-;E;T+?"BIYQUV/15:]#%J;[SP1TC]VW34VCCGK+,TS-0 M M M M !__5 MW^ M M M M M /7_)?'6%Y.U:YK M683V+G+\)Q>29&DEC$Y.-CVU[L+5<=N*'B M](R5X92$W;1]CX^SUK7=FHOIW8%5\$S4US4HTO6]>*J=>EJ3PVZO$3T\
^S4J6K]JO2HUI[ERU*R"M5JQ/ MGL6)Y7(V.&&&)KD9'N5$1J[JHF8B-YZ/L1ORCJ]/T[\'-XTQ;]@V***7=< MS7;',Q%9+'@,<_PR?%D$K>[7W)GHUUJ1JJU7-;QBJUJODP9LO:3M'=AOPXNS MC>W>EDR<'< #Q[:]7P^Z:]E-9SU9
M+6,RM9T$[?])8GHJ/KVZSU1WLK52=C9(G]E\+VHO94[HOVMIK/%'5YM6+5X9 MZ)#\J\5;#Q5L$F*RT;[.+LOEDP6=CC\-3+U&*WS1$?(E:[71Z-G@ M*-S'NI8\EQ&YDF1R$;D[QY2S_PQQ>2UXW M*K_WQWABQ9\W%]RO=;<&'A^_;KY?[?[?[^S1,S4 #'SGWA2#E7
M"1W<5["KN6%BD^*K,OACBR=5?%))AKLW\1DDBJZ"1W=(I57OV:]ZIVPY>SGG MW9<.B?,3$[3U?1#X #R;4=1SV\YZCK>MT7WLG>?V1$[M@JP-5 M/;W;L_9S:U.LUW=[U_D1$5RM:ORUHI'%;H]5K-YX:]5<^)>+\1Q5JT.#HN9;
MR5ES;>>R_L_9R9/(>#P]T:JN=%3JM5601]^S6]W+\M[U6=DR3DMO/11QXXQU MVCJ]H'-T M M ,'>I?@&QEI+O(^DT_M:W_9K/M&#K1JLU](V_OF:Q\3._M+C8V_[HB:GBF1/:-[R>)'ZL&;;[ENGDRY M\._WZ=?-/@V,0 'MOB+B+/.]RN7S4G3,VG>>JC$16.&.C]H^/H
M ,!^IG@*R^S=Y(TF@^PVPLEK;<+3B\4L;S1TBLUX,W^_.WT9,^'^^OU8'&MC]T<-<-9SE?.QL9'/1U6A/&N> MSO@\+&1HK7OQV.>]CHY\K8C7Y*=G-A:Y)'IV\+7\\N6,[I)'+W<]]E5[WJKG*KE55G3, MS.\]5&(B(VCH_3/CZ 'Y.=PF+V3#Y' YJI'>Q65]R4[M67OX9(9
M$]I?)V='+&Y$>Q[51\;VHYJH]J[?8F:SO'5\F(M&T]$D>9.',YQ-G5AF22_K M61ED7 YQL?9DS$[O^ 7O#W;7R=:/\)OX,K4\;/+Q-91Q98R1_DG9<4XY_P 7 MIHZ.0 &?73-P%9J6*')6Z4U@DC1MK5,):C5L['N[.ASU^)Z(L+F-\ZD; MD\2*OM5[=H^^3/FB?N5^K9@P[??
M]&=YD:P >DN<.'J/+.N-AA M?!1VC$)+)/@,G*U?9^)Z(LV,O.8UTBT+O@3NY$5T,B->B.1',?UQ99QS_(N6 M7'&2O^4=$F[M'!7@C17R2/5K(V-5SE1$53Y:T5CBMT>JUFT\->JM7"W$6.X MFUKX"CX;VQ918K.PY:-CFMGGC:[V-&HK^TB8['I(Y(^Z-61SG2*C5=X6SLN2
MK:ABL5K,,E>Q7G8V6&> M"9BQS0S1/16212QN5KFJBHJ+V4'5*_G[@F]QIDYL]@X9;>C9*ROP.5OCEEP% MB9W=N+R#E\3EKJY>U:=R_+3LQZ^T1%?0PY8O&T]]/S89I/%'<_9C8=G M #+OIRX!L,A=I;SMU3V6HT9TGQF.LQKXMFM0.^0YT3NW_-%KS-19'.16V'-]
MFB*WQJF?-FX8X*][FG!AXIX[=W]U+41$1$1$1$3LB)Y(B)]"?R&%N?T M->NN4.-\/RCJEO7,JOP>=%6WA\FQB/FQ64CC>VO:;U?#[6!R/5DT7= MOM(G*B*UWA&W5XD>GD 'VJ-& MYDKE7'X^K/=O79X]M2I5B?-8LV)GI'%##%&CGR22/BCDW;-
U6LMM162,P6/>YD]8B"5CG,DL2/8Q]F1]^%7M M:QO=K/&_!FR]I.T=R&_#B[.-Y[TLE3@[@ P_ZE>!Y=RADWO3Z? MM=I5VMS.,A3]\S]"M%X8IZT:)^^YBE$Q&M;^%/"U&)W>QC7:<&7@^Y;N_LS M9\/%]^O>_=-F2.2*1\4K'Q2Q/=')'(US)
(Y&.5KV/8Y$F]R]Y[4]X5FD:QR0PHO MCF>G9.R(YS?%\E<<;SU=,>.V2VT*]Z5IV$T+6L9]^ @6&AC8?"LDG9UF[:D7 MQVK]R1$:DMJW,JN-DL%BO.QT4T$T3T K.V7J6\[A1=#]=*5MC$X MZU&K7;);B5'13.B>B*["5WIXG.7Y-AZ(Q/$SQ]L^?-PQP5[W[-.##Q3QV[O[
MJ5F%N !CKU!<)P\HX1F4P\<,.ZX.N],9*Y61,R])'.EDPEN9RM M:SO(YSZTCU\,4KE15:V1[D[8.]"5N0QU_$WK6,RE.QC\A M1GDK7*5N%\%FM/$OADBFAD1KV/:OT*A0B8F-XZ)\Q,3M/5](/@ /)]0U# M8-YSM/7=;H27LC<>B>2*VO4@142:
[>G\+FU:==]]WO=_(B(KE:U?EK5I&]NC MU6MKSPUZ][<4<98CBO5*V QZMLWYE;;SN65B-ERF3=&ULDB?QH]5=$\%>+NO MLXT[KW>Y[G3 LRN\4UZO$WOWPT\BJYR-1$JN7W)%V\&W!FWC@MWF+/ MAV^_7N_[?[?[O9RJVYBLM5?4N5W>7 MB8[LYDD;O-
8YX)6MDC>GRF2-:Y/-$/L3-9WCJ^3$6CAGHD7R]Q%GN)\^^E<; M)=P%V25^ SK8U2"]71>Z5[*M3P5\G68J)+%Y=_PV]V*BE"DC)&\=4I)CG'. MT]'J,Z.0 %!NFC@&QB9:7(^[4UAO^S2?5\%:C[2TDE:BQYS(1.\X[BQN M7X-"Y/%%W]HY$D\'@QY\V_W*]/-
MP8=OOWZ^3.,RM0 M !_E[&2L?'(QLDU' ML>QZ>%S'M=W:YKFKV5%\E0"7/4)P+_=ASX>&>.O=_9B$:&8 M #)#@/@]_P F96#.9N">GHN.L(ZU9>Y^ZJ=>O!4@@JU88]]:M#'7KUX&-BA@@A8V.& M&&)B(R.**-J-:U$1$1.R$]0Z/F M M M ?_6W^ M M M M M M
'A&]\=ZIR/AW8;:L:VW$WQ/IW852#)XR= MR(GPC'74:Y\#U*>)]HZ*3LB/8Y/(J4O.D[U>+TK>-K)ZKL]_@L8H[U^%N15[-6]^5S^W=8V>XVTU%+=[E+'?3WKSKSAC M)?Q^0Q=]2EDZ-S'78>R2U+]::G:B5?PR.5G=/QHAWB8GG'1PF)CE/5],
M/C_36N>YK&-5SG*C6M:BJYSE7LC6HG=5557R0/KW;HW3UR?O,D,D&!FP&)D5 M%?F=C9+BZR1KV=XZU26-1[>_@=%"Z)7>3GM]Z?DZTPY+^6T?- M0?B;@/4.+(V7H47.[2^+P6-AOPQM=!XV^&6+#T^\K,7!(U51R^.2=Z*J.D5J MHU,>3-
;)RZ5]&S'AKCY];>KWFV?5=?W+#V<#LN,K97&6D3QP6&KXHI&]_9V*TS%;-5LQ=_DR1N:]OX^ MRJB_;VFL[UY2\VK%HVMT3]Y(Z1=GPTT^0X]L?9/B5\4B8FY-!5S]-ORG>S8] M_L*&48Q]?A-6&555$2)WO7934UGE?E+)?36CG3G'ZL3\Q@P^3PMQ MO?\ W+E*-
FA.J-7LKFQV8HG/9Y_A(BHIHB8MSB=X9IB:SM,;2_)/KX>UM*X M4Y)WR6#XEUJ[!CYE3OF\O')B\/'&J]EE;;LQHZXUB^]M9D\B?UIXMEI3K/-T MIBO?I')GYQ'TTZOQU+6SF:ECVG:X?#)!;G@1F*Q$R+XD?BZ,GC5]F->W:S,J MO16HZ-
L2JJ+CR9[7Y1R]V8\%:FN5>#]/Y5K> MUR,2XK8H(?94=DH1,6Y&UOG'!?A58X\I28[W1R.:]B*OLWQ^)57KCRVQ].[Z M.63%7)UZ^J>N^=./)VD2S2LPTNSX=BN='EM,8UV2IN:SLKU6 M-\+?HD=V54V4SX[>>T_-
CO@R5\MX^3T1)')$J\4K'Q21N5CXY&N8]CFKVBIY'5R?X#X^S4IW,A8CJ4*EF[:F7PQ5JD$MFQ*Y?VM@T?'8CE5 MWE_NIU=$3NJ>+LC5X7U%*].W>Y0H=QYQEJ/&6)7%ZQCTBDG2-V1RMI M6SY7*RQHJ,DNV_SNR/Q+X(F(R&/Q*K6HKG*N.][9)WLV4QUQQM5[
/#V M M M &+G+G3#K6^RVL]K,L&J[3.LD]A M6PN7!YBPY'.=)?]PIXZ5]>145]B!KE67'&O2%G\G+6R?(UMN!Q]*R5<#CYH;6: MMM[]OL;5N)9:.+CIXB MI@M=QM7$XJDSP05*K/"WNOXW.6R M*Q6-]]'[9\?0 &)W+72QKNYS6<[IDM;5=BG5TUFHL3DU[*3N
M[JZ22"!CI,79E=YND@:Z-R]U6)7N5ZZ,>HM7E;G5GR:>MN=>5OT8';CQ)R'H MM$CF+W1LCF2(GO:BHJ)KKKDI?NS MS9+8[T[T5S=I7-:L.,HV+BQ^+W.F=#&]D$:(B MJKGJUK43NJHB'R;5KSM.T/45M;E6-V8'&G2!EKDM?)\F6VXJBU4D^QO%V8K& M3L=E[I'?
R4/M:=*%W;Y20.FDR/C=YIFR:F(Y8^OJTX]-/7)T]&>V$P6'U MO%U,+@<=5Q6*HQ^RJTJ]<:1PQM]W.7WNDEDJZN?(I5U?)\,\3NSHY&*V2-Z(YKD&MEZJ?A>SI7I/8TLE$WSJ(L$K41]?OKE5QLIJ8GE?E+'?33'.G
M./1B)G=:V'6+2T=BP>5PEI%5$ARE&S2<]$_C1>WC8V:-4]T&>:VKRM&S\,^O(!*TWB'D7?)84U[6,C)3E5O?+WHG8#[1L7*1#;]D@5DU M>'V+DP&*G;[I*U:=$DR5B-WFV:=K6M7LK8FO.CC)DSVORKRJUX\%:<[<[,JS M.T
/5/)_#NG\J46Q9RJM7+UHG1XW8;#61Y.DG="7MAD"] M1]HY56"5%:GB2V.>71SR8ZY(Y]4]-^Z9>2]+EEFQ^.=N.&;XG1 MY"7H)9[C8T7R^&81/:9""3P]U=[)+$34]\GT&RF?';KRGYL=\%Z].O$^:>5Z^YD44;722.7\2(JCIU?60V@],/)6Y2U[&4H+IN%>]J.EO9Z)\6
M06+^-\$P?>._)+V[*GM_@\;D\T?]"\;YZ5Z9]LE@ MG@E:^*6*1BJCFN145%'3G'4F(GE/1@URAT@MGFL9CC"Y#7\:NE?]N5G>V%KE M5RN;B,K(LBQM7R7R1L-GY*>:^V1.S4UX]3Y9/S9,FF\?Y,+MFTC;]-L+5VC7, MMA)$!;L=9T&,B7OV_?\K:JACH/[SY45>R]N_8\VO2G
M>F'NM+W]L,X.*NDC&866MF^2+%7/7XU9+#K=/QNPE>1KO$U M%&1UT5%1WMFKY95.4>K5CT\1SOSGT9H1QQPQLBB8R**)C8XXXVM9''& MQJ-8QC&HC6C6,8U$1$1.R(96I_L '@V_<Z7M2=ZO%Z5O&UD\^0^ ME/?M5DFN:NS[-<(CGN8E"-
(L]6B\U:VSB7.5;;D3LU'572N>J=UC8GDFRFHI M;E;E+'?3WKSKSAC->H7L99DI9*E;Q]R%5*J*V2"=D)B>=<=''8F.4]7U ^/],8Z1S6,:Y[WN1C&,17.>YR]FM:U.ZN=N/ MKW?H_3QRAN\D,D6!FU_%2*U7Y?9&38N!(E_:5Z2+V=G8LA$QLL;7)VDAQ
M51%DCQ==Z?A=G/F>B]G2.;V:F/)EMDY3RKZ-F/#7'SZV]7N\Y.H M #'/ESIQU/DH[C,X]S=:VZ1%>_*5H?'1RDB)\E,Q1:K$EE7MV^$1]R;S^ M7[1&M:G;'FM3E/.KCDPUOSCE9/\ W;@SDS1)95RNMV[V.C5?!FL&R3+8N2-.
MZ)+))6C6Q1:JIY)9BA=_)YIWV4RX[])YL=\62G6.3U$='(_2Q>'R^&"K%+(J*Y43W"9B(WGE#[$3/*.DC;L]+ M7O[W,FIX?NR1^/BD@M;#;B5$=X&L9[>EC$>B]O%,KY6+Y+#^+/?45CE3G/Z- M%-/:>=^4?
JH+J6G:WHV&@P.KXN#%XZ'Y;F1^)\]F=41'VKMF57SV[,G;S>]R MJB(B)V:B(F.UK7G>W5LK6M(VKT>3GEZ ^K>HT\E3LX_(U:]Z MC&*T](GFOMO/4^63\V3)IO/" M^3#'9=(V[3K"UMHUS+X1_B5K)+U*6.K.J+V[U;J-=3ML[IV\44CVK^,U5O6W
M=F)9;4M7O1,/%CZ\@'FVI\<;SO$S(M7UC*Y5CW>!;L=9T&,B7OV_?\K:]ACH M/[SY45>R]N_8\VO2G>F'NM+W[L,X^*^DG%X.:MF^1;57/Y")630:[31[L'7D M3LYJY">5D4V6>Q??%X(X.Z*CO:M4R9-1,\JSJ;)CXF+;1C4[1P9&NJQQY2FSLG9KW-D8GE'(Q%=WZX\ML
M?3G7T)71+$B]^SW(BJ;*9L=_/:?FQWP9*^6\?)Z+>Q\3WQR,=')&YS)(WM5CV M/8OAMS+VBJTX);-B5?Q1PP ML?(]?[R*)F(YST?8B9Y1U9*,L2N*U?'^R=- MX'9#*6E9/ELI*SOX9+UM(X_$V/Q+X(V-9#'W7PL1555QWO:\[V;*8ZXXVJ]_ M/#V !_'-
:]KF/:CFN16N:Y$5KFJG96N1>Z*BHOF@&&&O*W27B- M@EM9WCNQ5UW*2JZ:;7K+59KK]J55\3O@$D+'RX:1_FOLT9)75W9K6PM[J:<>H MFO*_./5FR:>)YTY3^C!S;N,]\T6:2/9]8RF-A8Y6)D)@ZV<3-V^F#*U;X^7 MNBHOA23Q)W\T1?(UUR4OW99+8[T[T/!#T\
'DVMZ9M>WV4JZQKV6SI7L;GXSY:].]Z8AZK6UN[&[,[C'H_>V2ME^3[L:L M;X96ZIB;"O\ &OO]GE\O"K6M1J^3HZBN\7DJ3)YHN7)]?+'^;5CTWGD_)G3C M\?0Q-*KC<93K8_'TH65Z=*G*'7JUH(T(T(L(BA@B:V.-C4^&A;ZS,DS,SO/SO9/YU
MX+8<;6RN*NL5EBI:9XFKY+X98GM5LM>Q@$JJV2QN;(QWFU47S/L6FL[UZODUB MT;6Z_^2ND+.XR2SD^.+:9['*KI4P&0FAJYJJU55?9U+DBQ4 MW9]D([S7934Q/*_*6.^FF.=.<>C$7-Z[G];MNH[!ASM-X)Z7[B116/ B]U;#[63M[F]>+9:4[T\W2N*]^D
MW$G3!K6AS5<]M$T&U;1 K)][71*F!Q%ABM MGB7)DSVORKRJUX\%:<[<[,I3.T M !\-FM7N5YZEN"&U5LQ206:UF)D]>Q!*Q62P MSPRM='+%(QRHYKD5'(O91T.OLPBY0Z0JUZ6SF>,KD&.FD5\TFKY.63X YZ_* M5N)R2^UEI^)47PPSH^/Q.\I(V(B)KQZG;ED_-
ER:;?GC_)A/M&A[EI]&SQ$]/ !Y MC]W'VZ[M,R'5M9RV81[_&:V]]5[,="[OV[6E[MK2UN[&[-KBOI&IXV6KF^3+4&4M1]V:+5\>]7XN-Z=G,3+7E:Q^0^\/\:&)&0^ M).ROE8JHN7)J)GECZ>K5CTVW._Y,V8((*L$-:K#%6K5XV0P5X(V0P00M1D< M4,4:-
CCCC:B(U](B(B>1E:GR@ M #_$D<QR*U['M545%3L] 89!+LE9T^,E7OV_>,K5]OCI_P"\R553NG?MW-=;TOW9ADM2 M].#PD]/ !Y3K6D;=N-A*VKZYE\V_P 2-?)1I2R58%5>R+:NJUM.HSNO;Q2R M,:GXSY:].]Z8AZK2UN[$RS/XNZ0?92ULQRA;BE2-
S)8]4Q5A7QO5%1?!FF\]GY,YZ-&GC:=;'XZK7HT:<,=>I3 MJ0QUZU:")]-CA@AB:V.*-C4[(B(B(9)G?G/5KB(CE'1]H M M M__7 MW^ M M M M M !^=D.RL#5[I#D:-:]$B_C2.S%*Q%_P"(^Q,QT?)B)Z\WA&U Y4]RNAG9)&JIW_$(F8YQU?)B)ZO![7$G%UQWCGX[TM7^)
[W/C MUO$P.>Z145]I75ZL2RN54[W=^W=?QKW]IDC^Z?S>>SQ_AC\G\>+T?2?)*D*$U&G_9@*6G7_I]@4.I*H&[J5H_H/DWM/69E]BE8Z1$/*#R] M_"RVKZSG_/H^Z[@LU\E&_P#-6Q&/R/R4\D;__+LK
MS?)1%]Q]BUJ])F'R:UGK$2!\7;Q#Q6R9TZ<)5:[6L2^'Y7O\-=I5U=J M)]'9J=OH/7:9QEGN]M7RB0'Q=E5?)*4IR^UR*5QFF8P]=&A@Q]R!\[E$VVAPE#SI/(.Z;GJ!9V;&FG:N:M[G'[Z:+O!!@C:AUIH3
M\54[GWM,D_W3^;YV>./[8_$Q&ZW#U&U&ZI#T@#3R!=]KKID]KR:J[FN^IAN6J_RH8;&_/1]T]\?VBC(N7G2X;2(+C==1<=EVR-LR$KDGQ!B#_Z!Y:G:]YVHEJRD^B/_T3%(2G?LQ+A]K*UWE?U%#**AR=#[/N^S)2VO^]J#NRDY[WM:SF^#?B]]_?_&4*A[+SE5\
'3^;YV>./[8_)YS6J]U[<+:] M.M!4KL3LR"M#'!'O/Q/O-BB:/K^U]N7KYZ:;]IJ]NN_MXX+,<\|+^WN\44K7L=V7!:#?;H=7@UKB;B^Z(ZQV!#O.!TGLY6#[X_UV\.G?M9_]Q+>%'ZD)'X*C@[^\-@[%_BJ[=?SG@7P\8:^L9J(PYK,-=W
KV)IS]T1$15F@J1RJ[R]ZKW]DWO/69?8I2.D1^3RT\O0 M /QLKKFO9YO@SF!PV9;X59X9] MBTQTF8?)K6>L1+Q-O-.(>*TG^$?:YTKVGFOA76L2L'FWP?\VRU?@W;M_SQY+Y^ M_P SUVF3\4_F\]GC_#'Y'/+L5KV P359A,'B,,QS48YF*QM+'-2>Y#$S-IGK,R]16(Z1$/USX^@
!\.DS^;Q..D]8C\GRX_C7CO%.8_':)]%.5B=FSP:YB& M6/>]^=E*GMW=NZ^]R]CY-[SUF?S(I2.D1^3S5K6L:UC&HUK41K6M1$:U)V1 MK43LB(B)Y(>7M_0 !^=D.RL#5[I#D:-:]
M$B_C2.S%*Q%_XC[$S'1\F(GKS>2(V5!P^!M4F(ZZ!LCUS!=OO-)/*/$VIJ`l\F!CVDIOZ]*(_$$@;-.R,UDH51;!"B$5G!'?5U[RQ!>8,9]7>..^GHQ]4%F9,ZHMCUHLUW+Z7,H..?>M M-1:21C%[#4UA3GHUG-FH!+&L"BK)MJJ%NQ"^?PM_=H
[sic]

[D7R4^6K%]S6>DO5;36 MT6CK"W.%RU//8?%9S'O]I1S&.I9.F_Z75KU:.S"]_B=[.5.Z?0I+F)B=IZP] M1.\;QTE^F?'UZGYMYVX=Z;N.<]RYSOR/JG%?'&M1))E]LW#*0XS'1RO9(ZMC M]3'>*WE\UD%BSABD>J-7[%9M.U>MC]TZOLT_.]2W4'R?R_-*?=J8C:-FM_8 M?
AK$GX;M:T/&K0TG5HWK[V8W'U8^_P#%--:5KW8B&:U[6[T[L::&/R&5N08__M%T;F2OV7.;6HT*TURY8EV;@CE+ Q4K,;9'R5[GQF)TO>D+ZU>C'(U[G37U'\F<:X^"=E MB73]N;7/<<9&1DDL].RW&FTQ9O0LI)XK$G:2?'/E9[5_@G=G9MS>C_|
6P=,VBQ@^._2%\=0<>Y.=\%!.H+B+&Y7*Z0YSE2-M[?.,?:Y M;:M?C:QGBGN8.;+MEFD^1C]T355,M]-,7-*UWD? MB[<]9Y"T';<=#EM9W'3\U0V#7,YCIT_>[6-RV,GL4[+$*-[7,)7MA25_[S5C541?85($;%&G9.S&(A4K6*UBL=(2[6 MFUIM/67CY]>0
!S4.;_]^CE[_"AO_P#K7E@-^CT>7\!CI._P#\<_ZNT@,QP M'^F/=&YKV.[7-;VD]^)[\EB_#"MB5?+O->I MNALN^A%F[$W+3@O,>2GBOQXXF>KW PF7SV0A6ELRHQ%5$61S(E1]=_-RHA]B-YB(ZR^3,1&\](1(V;8+^U[M!F=DRC_:7\UD;60L?
*5S8W6)7/;!%W\VP5HU2.-ON:Q[(GDA4K$5K%8Z0EVM M-K3:>LOPCZ\@ /],>Z-S7LX/] MS/#FZNW_(XUG8YY&OR,M-:.8[*BN^-L9(ZEU/ZFMQ*3M;]#)6DW+7@O M-?)2Q6XZ1;S>SCFZ M >HN<]W?H'&>Q9]K+['*V8&X7"O1RMD9D\KWKLL0JG_.:A6]K9
M;W\E6'L=,5..\1Y.>6_!CF?-'1555557N]^:]OF]]OT]4DQ__/)M- MVB_I>TX/:<:Y4M87(U[B1H]S&V8&.\-JG(Y]HOL;M5SXGI]+']?+5BU9K/F] M5M-;1:.L+;8W(5Z6K=@CLUY$[=T[/BD1??\ 22YC M:=IZ]D3O&\='W3X^@
#T=U$;Q+HO%V;MTYEARN;5FMX]1KE9)%8RD M M9\>[?;T/<]>V]HY_?%9&&2W$Q>RVL,*OL,G37WIVM499&(]HOA"W6E;-6M0Q6*\S%[LE@F8V2*5B_2V2-R*G\BDOH]=7 MS M M /_T-_@ M M M M M M !.WK4S#Y=GTO >/][H8&[F/ G=/EY?
(.I(]W\5W9N$[)]*> M?XS;I8^[,_-BU4_>BOR84&EE %H>'\P_.\7:'DY7I)-+K.,KSR>) M'+)8Q\#([_F)-?T;<=]3/G$(B%1*_&7O1KF'U.0L]AG2*V#,ZO-,D?B1$DNXO(4GUU5 MJN;XE94M6.W9%L*6&%N &%G6GF'U] M4TW!-?X6Y3/7LG(Q%1%D;A:#:[47S1SF-?
FD54\T\2(J^:(:M+'WIGY,NJG[ML1\TZ38Q "L72WF9,MPW@(I7^TEPMW,89SU7N[V<-^6Y68OT(D-2 M]&QO_/+4)^HC;+/S4=/.^*/DR'.+L)$]2.7DS',NXO<]718ZQ1Q M%=O=%2*/'8VI#,QO95\G7/:O7^5Z_P!Y*."-L4)V>=\LO1AU<0 #][
M5LQ)KVS:]GHGK&_#9O%Y1KT\2]O@%V"RO=&HY7-5(E14[+W3R[+[CY:.*LQZ MP]5GAM$^DKEDI5 'AO(F7DP&A;IFH%;SM29\]D2"HE #,+HRR\M;?MCPOB M5*V5U9]QS4]SK>)R5%M97)[NS:^2G_H[]OI\L^IC[D3\VK2S]^8\ME)S"V@ M "9/6+EY;O)F-
Q7B7X/A=7HM;&OX*6LA:*B@7 M%T_+.SVI:MG9/P\UKF$RS_?^%D<95N.]Z-7WS?2B$NT;6F/256L[UB?6'D9Y M>@ M M ")' M(>8?G]\W',O?[3XQV;-68E[H]-K.R%A*L;515160UD8QOFOR6IYK[RI2-J1' MR2[SO>9^;PT]/ ![?
X$S#\'S!H=ICU8EK.18>1/XKV9V&7#>!R>YR M*Z\BIW]SD14\T0YYHWQS[.N&=LD>ZQ1-4@ !Z+ZDLQ)AN&=QDA>K) M\A!C\/&]*B>*/*9.G5N,7N]*]/Q[YD[(BK_Q=U3K@C?+#EGG;%*11130 M !0/HHS#Y,9OFOO=^]5+^%S%=GRE17Y&O=I7'?UC>S<7 GT*O?
Z>WECU4 M4PSF,K6)T=:>7EFV[3L"KE]CC]GD]R=/^7DPO,.BV&/5K;>7^*)4[_)DCS5:? M%^!R*][]>TM-ZPI-4@ !A-U]Y>2#7 M-(P355(\GFLIE9$17(CEPM*O58B]D*HGQZ]^:^__LVK2Q]Z9^3+]I^[$?-. M\V,0 K1TP9A^6X:UIDKE?
+B9\MAWN5>Z]RMDK$U5OT]B14K,3$3\ M32?GC;+/S4<$[XH^3&'TEWI.>G_T8_"B\ES__W&\1<,X&]4@W'D MK8*D<:SK$Z=)FX'3L&ZQ$_+Y]:*2"E%(R...Q>WB<=:O+Q]Q5@);F.XPXPQ=U[?'C]0U]2U88E MZ>"*-ES*6WVR.)D>^F.N.-]L%\ELD[V>5]
WHK>LGTCFS+CNGW MCET&AX[()C]LYMWR2YK/$.I3(QLDU:WL]4+UO8,U"R2-78O"U>[RAKII]1WNYSO->$VM;O3,N\5K7NQ$/<9\?0 M M M &/_-O2CTR=26.FQG/W3_P]S#7F@6NV;D/CS5]HR=-]Q^R;)B\UE,9
M8S&'M11HB1SU)X9HNR>!S>R=O46M7NS,/,UK;O1$M<'K4]5'Z3^5*&6V;HSW M?8NF??5CFL4='VG(YGDKAC)V>WCCINDS-F]R1]'P]95\=N/)9>"NSLD6/5$[M+WI];1W^<.%]-6>[REI9];7HZ^K?T?.\MTO]8XLR>L4LA9D@U/D7#>UV#BO?
M&QLDE\>H;S4KLQEVXVO&LLN.L)5RU2-6K9]P^)O?73)6\;UEDOCM2=K/;GHU M_2O]47HS>1ZV=XIV&?;.(,UE8+')O &TY&Y)Q_N])_LH+U[&Q?O[M)WME.)O MP3.8^-)VR0Q,MQ7:;9*V6:RSSZON6)CDB\=#)PQNEK2O:CT M9@O2V.VUE"EZY(W]S:/#V
'H+].R\F(X9VE(5 M5LV4*BL0QR*Y.T=S)U76T7LB]TDI0RL\U1/E?3[E[8(WRPXYYVQ2DF4$X M.:AS?_OTCR_@,=)W^ ?CG_5VD!F. 4/Z*]CG$_)MTL_=F/FS:,K4 M 'I'],R\F&X9W:>%526Y3I8AG953Q1Y?)T ML?;151%[)\"L2^_R7W?2=<,;Y88DL:SNV!
<]7,Q>;QN4C8OB^ M1\=4IZS__]]=D:Y<'W](ODO=>R=^ZX]5'WHGY-NEG[LQ\V:YE:@ M_,&.M?,/CQVAX!C ME]G:NYK,6&_1XZ$%&E3=W[=E7PY*?Z?+_C0UZ6.40GZ:V, M 5WZ;\P_,\,Z;+*Y734*U_#R=U\7A9BLG 8Y4CC@S68L,[^3WS24:5-RM^A8F
MP3HB]OX_]\UZ6.MF/53TA@B:V0 6,X&S$F=X?T*]*]9'QX1,6YZ^ M+Q.^(K=K!IXELW+&V28^:GAG?'$_)[=.;H M M ?_]'?X M M M M M M M M M 3/ZS6N3D[/\ "OA=H>-:CNR^%7-V#9UM.96N=Q1R(C6]Y4U#.N[-157PLH3. M>[LGT-:U55?H1#WB\2ON\9?
#M[2C"4TL 9.=)$;W\OUG-:KFQ:]G M))%3W,8K*\2.7^19)6I ?4X:CP_]T:?Q/H]:8&\ 8&];K'JSC.1& M]L;';BQS^WR6OD35G,:]^Y%G?S_(IXO#K]F7Q+>[U<>W,__](KE1K457*](B(G=55?)1\U5 M5 O%7C?%!!%+(LTD<,<[W(]^_Z22KOF >]>
M">5.Z=_-8XU1$^E3IB\2/=SR\|<^R-A23 M !D]TCPODY>A>WMX:^N9N:3NO;LQR58$[?C7VD[?\ B.&H\/ZM&G\3 MZ*EF!O $I.]R%\?,V;>[MX;&+P$T?9>_=B8]O O?\2^T@=_Q%#3^ M%"?]/%ECB=G 6BX?B?#Q5QTR145RZ7KD]=E5?D3X]K/$G=>WFD<
MB=T^A29D\2WO*IC\.OM#V.>'L M M M A1F&/CR^5CD:K)(\E>8]CD[.:]EF5KFN3WHK53L MI6CHDSU?FA\ //*&.?RCQPC&N>];W]3U1]*Y4;'G]#WN5$[KX6,: M]]OT(G<\Y/#M[2]X_$K[PM42U0 8T]64;W\.Y%S&]VPYO!22KY?(M8MM84']4K#>G@ #.+HGBD7,
[_,CW)#' MC,%$^-&]VODEM9%T3U?W^2Z-L+T1.WGXE_%YY=5TAKTO65!S&V " M8?6)"^/E6@]W;PV-,Q$T?9>_=B9/.P+W_$OM('?\1NTWA_5AU/B?1BD:&8 M 6$Z>XGP\,Z$R145RX]Q*G957Y$^3O3Q)W7MYI'(G=/H4G9O%E2P^%
M#W*X,Y1FE=W]>WEY^1XR>';VE[Q^)7WA:@F*@ P$ZVXI$L\<3][O"^#:HFL[MN[,DBDUY\CNWX*>T;*U/QKX/Y$->E_N^C'JO[?K__P1-;(/?F[M]:W$WH]^@W?NI3F*UX\9@]CRV/TG4:E]O#GN2M^RE*I7U?1M,>&;3ZN91UD=87-W73S]NG41SULL
MN*Q%>2RS6-!U*"U9FP&@:/C)YI_B?4];@LN9!'XGS6)7RVK4D]N> MQ/+]I2*5X:]&2UIO;BMU7O\ 0A^K\9SK/BUK]GZP,?G-.Z4W3LR6C<>P6+VO M[KU-L]S1/BO.NPL@R.]\17'M=&_(5Y()T>03CFS<'W:][]G?#@
MX_O6[O[NA+Q_Q[HO%&E:UQQQG]&N:#H.G8]OA-5T[4L12P.N8#$U47V-'%8G M'0UZ=2!'.]SGN57.55Q3,S.\]6V(B(VCH\P/CZ M M M #U9S3PCQ)U%\;;1P[SEQ]K/)_&>Y45H;%]&UX M]E_&W&
(OCK6Z[^\=S%9C&6$;/2OU)8+U"RQD]>6*9C'M^Q,UG>.4ODQ%HVGG M#G#>FL]!9O7HY,S/SAPE+L/)O1ULN6;6;F;L'PW;>#2FE9#B-B2*".:=S:5QD5I:TN0WXLT9/NSRO^_^W^WRP9<,X^<=Q-3T=GI! M^;O1O]0^ YSXAR$]_#S/IX?E3C&WD'U-8Y8T-+;)
[^L9K_<]V.CD84\4N+RC M()+.+N=I&(^)T\$WN](R5X9'5YZ7>ICB7K!X'XYZB^$<^W8>.^2\# M#F,7)*D,65PU^-[ZFP !S4.;_]^CE[_M_"AO_P#K7E@-^CT>7\!CI._P#\<_ZNT@,QP #.KHEA>Z]R-.G;V<=35X7+W M_'/-G7Q]D^E%;7=W_$9=5TK]6O2_P!WT9_F-L M
#&W]OADEX;RSV*B-KY? S3)W%/NE0;T\ 9M=%,3UV+>9T1/9QX7%1/7NG='S7IWQI MV]ZHK:[O[W8RZKNQ[M6E[T^RAYC;0 !BUU?1O?Q+&YC>[8=]PTDB^ M7R&+6R<*.7O[T625]>7XS1IO$^C/]?#^]79N8 !GCT1QR++R3-XW M-B;'J4:Q^'Y,DCG;(YK-
!]_)T+6*G;LO]4^CZS" U,_M@_]ITFQ21\.XU[V]FSYO.RQ+W1?%&ESV*N[(]]WM+"Y.R]E\OQ=E M7!]/$^BAI_#^K)4X.X G#UI1/3=]2F5O[U)]KXF.[IYOAR]Y\C>W M?Q)X6SM\U3LO?R]R]MNE[D^[%]N_'LPT-+*_*T]+T4D?"6HND>KF MS3;%+$U5=^]1_9+EX_
B+Y(CI(W/\O+Y??WJI/S^+/T_91P>%'U_=D_<78 M M____MTM_@ M M M M M M M !@9U]Z](K=(VN-G>)]Y+7KDGA_!D>D>2QC/&B>?C;';7L]^7A\O M>O;7I;=:_5DU5>EOHP)-;& ?[8Q\KV1QL=))(YK(XV-5[WO>OA:QC M6]W.L]E*\-8KZ0\L/+T ?
C[#B8_@,Y@IE1(KZP? #-WHLUZ2;/[CM3XU M2&AB:F!KRN1WA?-E+;+]EL?\57P1X]+Q?2U)4^ARF756Y15KTLC>_LL=E8L,=,Y5^A%R#Z]?B\S1 MIK;7V]89]37>F_I*9)N8 !8#IYUY^M\0:;5FC]G9OT9<[8[M\+G+ MF[,V1K>-.S5\;*%B%B]_-
/#V)V:W%D@E2PUX<<0]TG)U $I^]O7I,_M+R]E+W@O=%?*QCGN3O\GVB>Y%0H:>V^/;T3 M]1&V3?UAC<=G \]XMUV3:^1--P+&+(R]G\>MI])XE3'TYDO9.1&K MW1?98^M*[S\O(\9+<-)GY/>.O%>*_-:PF*@__%V3#LV'7<]@)'(R
M/.87*8>1Z^;.9DJ,])SE3LO=&MG[^Y3]6>&T3Z2^6C>LQZPAQ:K3TK-BG:B=_M!:]3S5K,+_)\,\$CHIHGHG=$='(Q47^5"KUYI73E/5]DK;5]>T,:[X/EL'/AI7)YL;;PUR6TBO7^* M^:OEVHB>Y4B7M[E-NEM]V:_-BU5?O1;Y,+32R@ 'W<;C[66R-#%48_
M;7-.R*ORY9$3W?2)G:-YZ/L1O.T=5S,1CHNR4-*V78Y6*Q=ASL-.N]IV]K3P-9S63-=[U8MW)6(_Y'1K_P_>+4VW MO%?2&[35VK-O668YF:0 !@/U]Z](DND;9&USHECR.O7'__,6.1KF9 M+&-3\;IFOM]ON_]?T_1KTMNM?]QZ]O2WT8'&MD /DBBDFDCAB8Z26
M5[(HHV-5SY))'(UC&-3NKG.C0@KSR]V_)599HW.7MY=U)=IXK3;UE4K'#6*^D/)3R] ",?,FNR M:MRCN^(>Q8XVY^[?]((]=D^ 9=_QM11O;LU4;5NL;W3Z47W>Y*>*W%CB?DF9: M\.28^;UD>W, R"Z8==?G^8->E]FKZNOP9#8+BHB_(;4K.K4GJOEV[
M96[7_OG'/;;'/K/)VP5WR1\N:LY/40 !B+UC:])D>/)VM[! M$EE>R]HZ&8@?3DD[IW[+\81U6]E[(OC]_?LBZ--;:\QZPS:FN](GTE-_W,(_M TF?3.=?V8ZNN<\7Q#].=EFZ?.F:7/:EHM&I.],9MF^9'(RS\C\D6 MH6M;';GM91]8C&2^*6),1C(IX?9NN6$?
YBL1:;>&7(5IV<\V7LZ[1WI=,.+M+;SW8=.##X?$:]B,7@,!B\=@\#@\=1P^$PF' MHUL9B,/B,96BI8W%XO&THH*>/QV/IP,B@@B8R**)C6M:C41$G]#]$ M M M #Q3>]%T[D_2MKXYY"UO$[AHN\Z MJE]4V_5<]4COX;8=2HO941,Q.\=7R8B M8VGHY7GIG?
1B9[T9/57>TO"MRV8Z>N4XLCNO3[N.222>Q+KL5]*/.\?YW(>! M(+>W\;WKL-6R]KE=;H6*-YS8G7%@BI8LG:5W_NC]G9C7DG.O;P?U3YRO3T[X?9:RAHW4_^M#1UB]6]IW]E5Y0]U(=?LQ,172 MY+XK?W8R.97\]1CX]\<=8_9TT^3AMP3W9_=T7S"W M
#U!SUK\FS<1[OCH&+)9@Q29BNU]=WNDP5F#,.9&GO=)-#2>Q$]Z^+LGF= M,-N')$N>:.+'.?)'4I)@_PH;__ZUY8#?H]'E_8Z3O_' M/^KM(#,<_I;T<:]+CN/\SGYF*Q=DS[VU57\&6AAH&U&2IY)_X4)K+%]_X' M_/L6IMO>()(;M-7:DV]99>&9I #UAS
M1KTFT\5[QAH6>TL2X.>[6B1%5TMO#R19FK"Q$\U?-8H-:W^54.F*W#DB?FYY M:\6.8^2,I23 !1WHQUV2C]&T[++&K/C_#56A6<[_G+4P5:5?;,__MYX6WE9F?RNC7\2=\6IMO:*^D-VFKM6;>LLS#,T@ #TWU :_9>(=T MHPQK)9]8UF:K(Q%=)X\'9@RLS8V)YO?
+4]R1HG957Q^7GV.F&W#DB?)RS1Q8 MYCY(]%)-_%,NCK79,;QWE<],Q6/V7/SK64N/P\+*,4B.]Z]L@ MZTW\2>'^^8=3;>^WI#=I][4XO666YG:0 M ,-NLW7I+VF:QLD3/']C^*."$?) M[3.;H_,(NM/7I+&"TO:(F*K,7D\CA;;FIW5&YBM!;J.D]ZMCC?B)
M&HODGBE1%\U1#5I9^]-?6&751RBR>9L8@ !:GBK7I-5XXTO SL]G: MHZ_CUNQ]BI[._;B2]D(_/LO:.[9D3S1%7M[D]R3,EN*\S\U3'7AI$?)[_/#V M M M M?__3W^ M M M M M M 'K3EW1&\C.!G]88D?QA-72[A99%1C8=CHY]]B"1T4T, MT;T1TG*>KX ^
,ANFGCN7>>1]%ZS"KL#]#Z^ M>RDBM[Q2VX9?%AL>]]BM5U][%[1S53LZ&"1/)>QQSWX*;>-9GHWOX'=M^GOQ4X?.,X;\4=)8O'=G ?Z8QTCFL8USWO;W /[M5KE';M;S>LY+NE+.8VUCIGM:USX%L1*V*U$COD^W]3>&5G?R1[$/M;36T6CK M#Y:L6K-
9Z2BELNO9/4_E];S$/L,EAKT]&TSS\#G1.^1/"]HBOKV8E;)$[W/ MC>U4\E*E;1:.*.DI=]S6TUGK#_^O(#V9Q'H%CDG?,+K3&2_%[IOA^ M=L1^)/@N$I.9)>>LC?ZE)916UXG>Y)IF?0>,EXI2;>;ICIQWBODLU%%'#'"#
M"QL443&111L:C61QQM1K&,:G9&M8U1^A"8IO\ 8 !BMU8<>2[9 MHT&SXRO[;+Z7)/6Y)R-=6UX8I<%K]R-5/;3R] MU+V[D3OX54WZ> M_%3A\X8-13AOQ1TEC&=V< !_N..261D43'RRRO;'''&USY))'N1K&,8 MU%<][W*B(B)W50^K%\(3O@%> M.*MW_%['O\
23.Y&XYRN-IP M^USF)5,[@6L;XI9K]&*5)*+.R>)5R-.66%K>Z)[5S%7\$ZX;\%])RS4XZ3$ M=4@%16]K7(K7(]H]*G945/)45%\T5%**: @ &5G2?QW)L^\KMUV!5P MNF>&S$][.\5G8)V.;CH&]Y.SEHL\5ERM7O&]D7?R>AGU%^&O#'66C3TXK\4] M(_=3TPMX M M
M P6ZQ>.Y:;_;$_@]2S/?B,@_LB=FQVIWUY'+W55EA M1/)%->FOMO2?HR:FG*+Q[2G^:V, I=TC<>2:[]-W=T4F'NRR/BKL5/+QXV5'UG]^R]L7B[>%S56EBOQTB?/S33U(='(!^IA<-D=AR^-P>)KNMY/+7:]"C79Y+)8LR-BC1SE^3'&U7 M=WO7LUC45RJB(JHF8B-
YZ/L1-IVCK*U.BZI4T?4-?U.D]/APF-AJOF:BM2S; M=XI\A<*]]L6[?FEE5/XEWMQVFT^:I2L4K%8\GEAY>@ !ZQY MAT)G(_'^=UMB,^,70ID,)(_PHD69H>*:DGC=Y1LM_*KO=_%BF<>\=^"\6\G/ M)3CI-?-&]>">K/-6LQ25[%>62"Q!,QTB.CDCD:J.:]()*G8I M]4WH^$/@
#(WIDX[DW;D2GE+<"OP6G.KYR^]S/%#-D(Y%7"T%545BNF MN1+,Y]H].BKO3Z4..>_!3:.LN^"G%??RA5PG] 8(]8W'DLT>'Y M)QU=7MK1QX'8_9M5?9PNE?)A[\B)Y(Q)H*[WK]+X6_WM>FOUI/T9-33I>/] MP$-;&
4QZ2..Y=;T^YN63KI%DMQ6%V/:]O:6'7:BO6K)W=V5B92R] MTW9/)\+(7=U[]DPZB_%;ACI'[M^GIPUXIZS^S+@SM \;5B MU9K/244]BP.2U?.977LQ M;)X>[-1MQ*B]O:0N[)+&]HGM()X^SXW^Y\;D&>L/Q3Z\@)^>E ZCKG3#T8] M.ZH)G:-YZ$1O.T=77F]''T6:?T
]'O#__$U:M#3ERNKX*/,\E['5CC23=.6= MDCBR6_;1/9;!!/;K39ARU,=[;QRUL/3IU?$YL#29DO-[393QTBE8]SC/#V M M]=.Q\VQ;9D\1AX[U^1BMAB=,DDKD5&H]H?8B9G M:(WE\F8B-YG:'HG4?2!]!?(&T8#2-#ZV^D3=MTVK*T\%]^H:CU)\-;)M&R9O M(S-KX_#X#
8;=+N6S&5O6'MCAKUX9)I7]C6M55['V:7CG,3M[/D7I,[1,;^[M+L\O0 ?F9K-8;6\/E-AV++8S 8#!X^WELUG,U M?]XK#XC%T('VK^2RF3O2P4L?CZ5:)TDTTKV1QQM5SE1$54#"[C'TF7H^N9^2 M]_#W%?6-T^;UR5?O)C,+]F
Y*UVU=VC).1SF8_3;*VX\=NEY[(W.;%B9KDCF M-5R(K454]SCO$;S$[/$9*3.T3&[.0\/8 M $H_3.]!6/\ 2"]"7*/&&,Q$5WF'0Z=CEC@6\RNLN1BY)U#'W9X]9]OB M:LS]W(>#EMX.2-?%$DMV&PK'25HE;TQ7X+Q/EYN>6G'3;S\G*&QV0R^MYBCE M<7G7]4;+678-
ZT.I3Y!]UO91LQ_*&H6;6G^E3E MW#!6[%)DGA>ZA/!)V\+V]LS)7@O-5/';CI%O-G,>'L M__P O8V1KF/:U['M5CV/1'->UR=G-Z.:Y%[*B^\"-?,O'T_&V_9G > MRD;BI9G9+7YG([P3X6Z][ZK62.\Y7TG(ZM(OTR0N7W*A2Q7XZ1/GYIF6G!>8 M\G]PZ.8 Y]'-_\ OTCR_@,=)W^
?CG_5VD!F.__9U M[!9+9\YBM>Q$"V,EF+U>A4B1%[>UG>C/:2*U'>S@A;W?(]4[C:KE\D4^6F* MQ-IZ0]5B;3PQUE:S3]8HZ9]^"U;'>=3"8ZO19(K48ZQ*QOBLVY&M^2DUVT]\ MK^W\=ZDRUIM:;3UE3K6*UBL=(>2'EZ M #^*B*BH]([*G947S147Z%_D
CSSGQY+QQR%E\7% Z/"9*5^9UV5&K[)V,NR MO?\ !&.\T\>,L>.NY%7Q>%C7+Y/3O2Q7XZ1/GYIN6G!>8\O)Z=.CD M_3PV(R&?RN.PF*KOMY+*W*]"E78BJZ6Q9E;%&BJG?PL1SN[G+Y-:BJODBB9B
M(WGH^Q$S.T=5I]!U*KHNG:]]=16.9AL=%7FFC;X6VKTBNL9&XC>R*GPR_-)+ MV7S3QDN]N.TVGS5*5BE8K'D\O/+T /\ $D<QR*U['M545%3L] 1GY?T"SQMOF:UU\3VXUT[LA@)W=U;9PEV21 M])4>Y5<^2KV=7E5??+"[Z%15IX[\=(MYIF2G!>:^3UB>W, !^UKN
R> MTYW%:[AX%LY/,78*-2+W-]I,_LLLKO-(Z\#.\DCU\F1M5R^2*?+3%8FT](>] MQ-IX8ZRM9].MTM/UC!:QCO.IA,;6H,D5/"Z>2&-/A%I[>[NTMNPKY7IW[>)Z M]O(F6M-K3:>L]=:Q6L5CI#R,\O0 M 'B>]:G3WG4,_]EY49#FL=-6CF5OB^"W&]I]%Q&^
M]RT[T4]6X+1:/)YO6+UFL^:*V:P^1U_+9+!Y:L^IDL3W/+ M?@I,^?DZX]<=XCR\UC$1$1$1$1$3LB)Y(B)]"?R$U2?T \%Y+TR M#D#1MBU.58V2Y.B[X!/(B^&ME*KV6\98.DU1=R./N8F_=Q>1KR5+^.M6*-VM*G:2O:]RNAGA>G]='(Q4_XBG$Q, M;QT3)B8G:>KZ0?
'O#I]X[EY"Y%Q4,]=9,#@)8U+;Y,T^DZ:5S?:;;B*D3G2R*U.WV05((F*KW>!/]V-3S\DF[+^^N M->#+M_N=OHR9\7^_2OU_W^P%-;& !Y-J.HY[><]1UO6Z+[V3O/[(B=VP M58&]GM[MV?LYM:G6:[N]Z_R(B*Y6M7Y:T4CBMT>]UF]\->]O?%?&^*XNU*GK
MF/5+%IR_#,UDU;X9,GE96,;/8[>]E>)K$CA9_$B8G?NY7.=-R7G);BE2QTC' M7AA[(/#V '@W(N@X;DG5Z>TBO#*[N[Z3G^/MBO:UL51U>Y4DM3(TUUS4HTO%Z\5>B=>DTMPVZO$3T\ M 9Q=,/-FW+R.:R%3%8BE9R.2OS-KTZ5.)\]FQ,_P!S(XF(KE[(B]]^YK45
M5[(B]B9B(WGH^Q$S.T=5:.">'ZW$^LNBMK!:VK->RL;!>A^7%&L:/6KB]3U1 M]K3HI([N[LBRRN<_R;X&MG9Q[58]CT1S7MRHOO ECU"\&W..LQ8V/ U7S:-EK* MOA="U7_8]O^Y95^2K>T;E\:(K]^'+QQPV[_[L&;%-)X]] MS]F,QW9P /:_$7%&:Y6V6+%4FRU,+4=-'
L&;]GXH,;3555(XU=\B7(W/ M K((O-5=W+UG#8W 86]REBL34BI4 M]T?FD<,3>WB>]>[I9I7*KY'N572/S2=$L8Z^UB23XK*PL>E/(0-56>)8ED5LC/$W MVL+WL[IXNZ>Z7FEN*'B](O7AE'W==*V#0-ANZWL=-U6]4=XHI&]W5;]1[G)7
MR%"94:EBG81]^%WDK7(K'(U[7-2C2];QQ5Z)M]S2W#;]\3/3R !G+TO\ M%$V;=DS;Z3H]5966M0Q=F/L^Y914=#L%B)_FRI6[>*HBIWED[3)V8QBR9<^ M6-NSK]6O!B_WZ6Z>7^_U!#&V G9U.\%SXF]>Y)U*DZ7#7I'VM MIQM:/NN(NR*BRYB&-O=SL=>D?\
M_M_O["DTLH 'F>AZ)L'(NQT];UVJLUF=4DMVGHY*>+HM>UMC(7I M4\H]\".3R_"D>],8BO*SW2EKVX:K!Z!HV&XZU;&ZMA&?[GI,5]] MV]C6V,ED)4:MS(VNRK^_69&^2=U2-B-8WY+41)M[S>W%*E2D4KPP\S/+T M M M /S\KB\ M?G,9?
P^5]QW<;DZD]&]5E15CGK68W12QN[*CF]V.7LY%1S5\T5%1%3[S[Q MU?)B)C:>B1O,_#N9XHS[XGLFN:ODIY7:FNWB;)%YO\ B^^YK&LARE6/\).R M-E:GC9Y>)K:.++&2O^7FG9<4XY_Q>F#HY 9$\!<(WN3LW%%EU[F=^.;+&.-H[\N^%.2=
MY[D*MP00UH8:U>*."O7BC@@@B8V.*&&)B,BBCC:B-9'&Q[(U$3LB[3U!\H M]-:]]_0@%).F3@V;4][-^VVFL.R9'LYF#QEF/M-@L=8:]2VK+ M'><65R,*HWP]D?!JM=V=(]C,6?+Q@?26>YR;J]%)TWC:Z?;\55C[R-WNW9^SFU]=9KN[WK_(B(KE:U?
EK12.*W1ZK6;SPUZ]_\7\'L/SLOB<=GL7?PN7]17L9E*DU*]4F15CGKSL M5DC%5]HYCNR]VN:].8Y$5]H[(]?8F8G>.KY,1,;3T2(YDXBS'%&R24IFSW-< MR$DLNO9IS/D6]R+XEIVG,1(X\G21R-E;\GQIVD:B-T[N;&TT8,O!/#;NS^
MC/GQ<<<5>]^Z9[FN8YS'M5KF]K7-TFL32>YK4\D:U[(KG.\>UXF M=T5:VLQ:=LL<4]M19GWYG>2=FMY8K]],V_MZ0ZY:=G$5_NZRPA]6KZ:?4+Z M4?C;82AM5VRTGY[7'XK4>/G>UD18X\CB=_W3'9:]C?WU M7XMSVIX8WN;\U%N"\YY/NGKQ9/E'-T\">H
!HM>LX]= M'6/TR=>G$FA]/74SS1PSI>7Z1-"V[]ZOQSON>U;"7]HO\R\^X:[G[6/Q=NO7 MFRMK$X"E7?,K5>Z&K$U5[,1$V:>E+4F;1$SO_OYCU%[UO$5F8C9KG_=LODB]+O MZ4"&6.5G7IU1]Z])[)&I+R[MD\2N8Y'(DD,U^2&:-53S:]KFN3R5%3R'98_PP
M=KD]997\->L8^EIX@R%2:SU&4^7<)6E]K-]W,O'ND;5C[ZK.LSF6]AQ.'UOD M)D3O&YGA@S4*-8O9O;PL\/F<&*?+9ZC/ECSW;5?HR/67^GSK V;6N$NI_5]\? MTQ\Z;)O5-^N^?)N]&1K M !,3TOO7;2]'IT+3GEOP4FWGY.;+]UR])]^7KU3?KBW' M]I&_LL?
X88.UR>LMZ7U8[]+YWZF^@OEO?.H7ES?N9MTQ'5WONHXS:.1MER6T MYNA]]#AK@+,TL!5R&4GL6(<55RV?NV&0HY&-FM2N1.[U[X]16M;Q%8VC9LT] MK6I,VG>=VQ@<'< UUO6C?FH]M_P_-_#/^F,D=]/XGT<-1X?U:*?HC M/G/N@K]*;AW
%QQILR^';V8\7B1[NN]3%,_-_M6?ULOD/E74.@?BC5M+N9C%(UWEF]BIHH*^4Q^*TW:MFU33\XZ)G:7 M#Y?/8A<@L;G-:^SAX>Z.[=C1HB;S,]=F;4S,4B(Z3+G:03SU9X;-::6O9KR MQSU[$$CX9X)X7I)%-#+&K9(I8I&HYKF]BM5.Z&YA=A3T8CIN[8YF:1,]=F9YY>P
M.3OZ;[H]H*_I/>]CC[!8UF,TW:-T@YBTBO7KL]8Z+7^8<73WZSCL168C8Z^ M*UO9LUD,3"Q](QC>[.Q<_]5G39D;;_MI/M6[MGU5=K M1;U;-+;[LU;A9E:@ !Z3YRXBI\KZO\ !H5A][/A M_;6]>R#VIV65S/W_!5M_DY*.1\#45WOBD:R3S1KF.ZXLDX[?XRY9<<9*_Y1
MT24R^(R>!R=W#9FE8QV4QUA]6[2M,]G-7FC][7)YHYKD5'-+QT[?W[7\7.S]\=.U?ZCELBQ>TC?PX(?WM>SGR,3#GR\<\->[^[;@ MQ<'WK<=[]F7]G:0 /3W-/$^/Y7U1^ M-?DD;G,'EM:RU[!YRC/CK$C\G00*Y'?+ MD:/WMC]FVU5/9;9E]]QX['SL_?=>QT3MXX(?WM?
M"YTK3#GR\<\->['ZMV#%P1Q6[W[,MC.T M &'74YP9-MM=^_ZE3=/LF/K-CSF+K1HL MN'[EN[^S-GQ<7WZ]Y-Q45 M%5%3L]>2HOD]*GT*6%__6P>#RVRY:C@\'1GR65R4[.].G7;XI)9'= MU55551D443$5\DCU:R-C52B;\F:VV-
4BH57N1)'8_&I(YL2N1%>YSY%:U7]UL[+DG);?R\E'% MCC'7;^[S>XSFZ@ PHZGN"K.?_;\C:?3=/EZ\#?LFQ%:/O-D]M M:+PLRU.-ORIK]2!B,EC1%=+$U'-^4Q4?]P9=ON6Z>3+GQ<7WZ]'-_TV,0 M '[>NZ[F=KS-# 8"A-DLMDID@]U8$3N]]O$^65]NT<%>"-%?)
(]6LC8U7.5 M$15/EK16.*W1ZK6;3PUZ]_M]]_0@'OCCGIUY$Y F@L/QTNL8"16NDSF=KRUT?"]_A8W&O\ 97ZL5$9 M]IV65OEWY7S4I\Y=]8;W^4*2\:<4ZGQ9B?B_7ZGM+UEK%RN/M&SW]G/5SW8;Y+9)WGHW8\=<<;1U>RSP]@ M>_)L2-1'3T;"L>B(_PM\
<;VOBD*>)] M]D5/=+VQSO5XO2N2-K)N\D=-7(6B36+6.HS;=KS'.=%E,)6DFN00H]]BY+#Q MK-G..=6/"HK55KD5KD545%3L]*GD M]*B^:*BG9P?P !Y'K>H[/N%YN.UC!Y+-VU5$K(G M9[5R]\ZM1N5FC=V[PL3X+W14/3Q'WK\Y]&:K6M8UK&-
M1K6HC6M:B(UK43LC6HG9$1$3R0RM3^@ QFYCZ;->Y'DL9_ R MP:UM\B.DGLI$Y<3FI>RJBY6O"GM(;3W]N]])KG]G?QLE7P^'OBSVIRGG5PRX M*WYQRLG;NO&.\|?6'P[3KUZA CU9%DXX_A6(L^:(U:^3K^T].5R.1? KFR-[MHCFHOD;:Y*7[LL5L=Z=Z'@)Z>-!
[;X_X1Y#Y&F@?AL+-2P\OA<_8%/-=\M*=9Y^CK3%>_2.7]I%Q'P9]O%%5;% M;_FL[/9A]E?V*W"QD],=V]I4Q=?O(F-HN*N./6W]]V')U_^G?Q]'*TK..R52M?H7(7U[=.W#'8K6(9$ M[/BFAE:Z.1CD^A4$3,O9L<44;722/E+;]HFKY'=FV-/P'=LC]DK&?
9)>C[HJQ14I$>W%>).Z*^RWVC%_P"<+D7N MF?)]*UY4YS^C1CT]K<[\H_51;5=4P&E82IKVM8Z'&8NFB^"&+NZ2:9R(DM]W M._Q2VK1'EZ]?< MB\9:IR=AEQ.RTO%Y\$CWXW+5?#%E,5.]O;VM.PK7HK'>7CBD1\4G9/$U51]H[MI>V.=ZO%\=2H]+YH M]*=G!
'DNLZ?M&Y7VXW5\%D-DF4 MGGB/O7YSZ,TFM:QK6,:C6M M1&M:U$1K6HG9$1$3R(B(GDAE:G]_#_+V,E8^.1C9(Y&N&N]]&J]_M/8]CT\+F/:[NUS7-L]+Y*@@$$G+G296RL]K/\9/]XRW,KYK6]VG^PQL\KE5S MW8>TO=N.<]WN@D3X.BK\E341I]FQZC;[M^G]RY-/O]
['^3!38]4V74+[\9LV M$R.$NM5W:*_6?"V9K5[+)5G[+7N0*ONDB<]B_0]FNM]VC>L[PR6K:L[6C:7C MQ]>0#_36N>YK&-5SG*C6M:B]YSE6C6M+%(V[... !WN@D3X.BK\E\341I]QZC;[M^G]RY-/O]

M2MAN.>%MZPMN[,K.[8&6N8,?Q;C8.S^R.<^9$3S5/%Y(J-/DGKM!.HQ1TWEI MZ>ER].+SAZ3ZSC>.\9KCN$.F/6,LW-8GBG'YV3-YK=,_5:Z+'[3R?L,57&5< MQ9QS'O?C\96KQ4,<^9SG.MSLCLMU8L,8^?6S+ES3DY=*O=/JZ?HQMSZONK72
M^I;=]8M5^F3IAW#&;MD\]E*DL6*Y!Y;UE]?-Z'Q[@9)HEK9KXFSJ4\QG6(DM M>"5V5;'A=D(/%YSY(K7ACO2^X,G4S>.LXVS:Q=Y&2K2R->&RY\$OA=[.5&N[+V[+@CE.ZA/.-D:^F M?U?CT;_2ASGQ[U#<7:1R+:Y#XORMK.Z@NY\CY+:,!1S4^*OXJME9\)9IPU[5
M[$ID'6;;WK_N>Y%%,WY<;53K;/DM7AG;9QK@QUMQ1U6S.3L M #UGS1RWI/ ?$?)?-G)&49AM#XITC9=^VS(M.=&DD.$U?$VLO=BJ1R/C2UD;<=7V-6!J^TL69&1,17O:B_8B;3M'67R9BL;S MTAQW^J,J%W7JQZBN9>H_D*7Q;9S%OV>W2_5;
(LU?"TLA;5F"UFA(K6/=BM4U M^"KC*GB3QI5J1^)5=W5:E:Q6L5CI"7:TVM-IZRZ3WJ]G0[^XQ]'AQ]DMGQ+L M=R]U*.J\[\D-LP2PY#&4-DQT#>--1LLL,ALUG:]H:59[-:1C'5EC?I$ZC!DQ5GY<-K1,3RF)C>)B8WBI]A_:'_*?MK2?:G/_(!M M3BR\O2EZVF/K$;
(]R1OBD?%*QT@ #+SI(PKY<_M>PN9^]4<16P\;U]RRY.XRY(C/QNCCQ3> MZ_0CT_&?H_P;3_I3+]?ZT_J/^MKU_X!]'JF8M%6T])OJ\U<]N'YUKHZ[SUB M+Q'JW/\ SU_OH/[3KC^R=!]CQ/\ NF746S3'RQ4FD;_*9RSMZ[?)G8?L(_RL M
:*GKB7^^1T(_F1SW_I[BTV:7I;Z,>JZU^K"+U4;YS_/_*+/*_| MKAQ:>]3X?U>--XGT=(@P-X M M M M M __]#?X M M M M M M 'A&\\BZ MAQUC/C/:\O#09(CTITF?O^3R,C$[K'0HQ]YY^RJB.?V;%&KD\;FHJ*>J4M>= MJO%[UI&]I8-
;OUC;3D9IJVB8BGKM!%5(LEE8H\IFI6I^#*E=7.Q-+Q(OG&K+ M794\G^]#7335COSO++?4VGN1M#'K+S5:GA3P=F_1V.T8L<=(AQG+DGK,OPX=]WFN]9:^Z;9!(Z5)W20[M'F(GK,BHJ3*]EQKEE143Y7?OY'W@IZ1^3SQWCSG\WL77>HWF#7'QK'MMK,UV
M*BOJ;%%#F8YD14^3):LM^,VHJ)V566&+Y^\|6P8[>6WLZ5S9*^>_NRVXYZNM M8V"6OB]YH)J>1FOEX_;1-3S?*U#/?36CG M3G'ZM%-36W*_*?T9>5[$%N"&U5GALUK$3)Z]BO(R:">&5J/BFAFC5TR)CY)'MCCC:Y\DCW(QC&,3Q.>]SN MS6M:U.ZJODB
8F\C]6>GZO)8Q>G5DW'+PN=$^ZR9:^NUY&KX7*VZU'S93PJG M_.!J0O3W3&BFGM;G;E'ZL]]16O*O.?T8A;)U)\O[(]_?9WX&LY7*VGK=>/$L MB\7O1EUOMLLJ(GN\5EW;^^::X,=?+?W9K9\EO/:/D]:3[]O=IZ26MUVVS(V5 ML[7S['F)GI,S\"9'27'.25O?R=
[T/?!2/*/R>..\]9G\W[&+YOU5=^-I,_-9J/[_3XF+W/DX\<]8A]C)DCI,O?VE]8FYXN2&ON MF+Q^T4>[6RW:4<>&S+&KV1\J)79\4V/"B>)(T@@\2]T\:(J=N-M-6>[.TNM- M3:._SAG+H'*&FY M%1KW*B]LM\=L<[6:Z9*WC>LO8)X>P 'CFT[;KFEXF;-[1EZF
M(QT/R?;67K[2>5456UZE:-'V+EEZ(JI'$U[U1%7MV153[6MK3M7]\VM6L;VG M:&$&^=9-^:2>EQW@HJ==.[&9S86>WN2=E[+)5Q,$OP:MYI\E9I9_$U?.-J^2 M:Z:::MY_)EOJ9Z4C\V->:YMY8S[Y'W]]V.-LBJKH<7??A*RHJ*G@^#89*$*Q MJG?@JU47Z?,
[QBQQTB'"LR\73>]W;(Z5NY;4DKVM:^1-ARZ2/:SOX&N> MESQ.:WNO9%7R[GW@IZ1^3YQW]9_-YQ@N?N7]?D8^MO&8OL:ORH,[(S/1RM7W MM>[+,MV&HOXV/:Y/H5#S.''/E#U&;)7SEE-Q]UC8Z])#C^1<,W$R/5K/C_!, MGL8Y'+Y*^[BY7SWJT:(G=7PR6%55_
:GF9[Z:8YTG=HJ8GE>&:&+RN,SF/J MY7#WZF3QMV-):MZC/'9K3QJJIXHY8G.8OAZ_(YY\?C@UW%>SGR*M4RBQJG963Y#)125U5?H=#6A4/2 M-_E#DC)R++>WW;YW+XNS?LBRL<+/'V\:15XK4<$2.*=T:U$7L=8QTCI$?DY M3DO/G/YOK4^1-
_QRL6AO&W4_9IV8E?8\Q$UK?%XE9X&7$8K'.3NK53LOTH)I M2>L1^1%[QTF?S>V]6ZI>6M=DC;>RU3::+%1'5,_3BDE5G\=69*BE/(>U5/R3JV.'&92=CZ M-Z94;^]XW+>"&":5SU\+(I6PS/7R8UWT95F1AQ=@ M '^)98X8Y)H&10Q,?
+++*]L<<4<;5<^21[E1K&,.BJJJJ(B(!B7 MR1U:ZEK$TV+TRFFXY.)71RY!+"U=>K2)W3M'::R2QEG,7GW5=-<&.OEO[LUL^2WGM'R>M9]^WJT])+.Z;98D;*DZ/GV/, M3/2=O?PS(Z2XY4E:JKV=[T[GO@I'E'Y.?'>?.?S?L8KEWE##2))C]^VMGA=X MTBLYJ[?
JJ[R\W4\A+:J.5>R=^[%[I[SY./'/6(>HR9(Z3+W_*7UB[GBY(:^ MZXK'[12^2V6]29'ALRU%5$?,K8&+B;/A;YI&D%?Q+_'1/=QMIJSW9VEVKJ;1 MW^<,Y=!Y/TSDO'K>U7*LLRPL8Z]BK+4JY?&J]&_)N47.'L !ZYY"Y6TKC*BEK9\HV.U, MQSZ.&IM2UF,AX>__
#;4T>Q(XNZ=EFF=% B^2O[JB+[ICMDG[KQ?)7'&]F#> MY]86\9:2:OIV-QVJ45^3%;L1QYK-*B+V]HK[4:8]%)&^?@^#2*Q5[)([WKKK MIJQWN>[RAZ#RG+7)^8E67(;]MDBJY'^R@SE^C5:Y$5$2G6,>..D0Y3DR3UF7Y-??M[J.\=7==MK/]HZ7Q5]CS$+O:N_"E\4=Q
MJ^T=]+O>I]X*>D?D^<=XZ3/YO9VM=2_+^MR1^+9/L@JL5%=2V2K%DF2]NWD^ M\WX/ET[I_6V4_P"?GBV#';RVGY/=<^2OGO[LO^-^K#3MKF@Q6VUTTS+RHUD= MN>PEC7K4WN[)D',BDQKI/-42PWV34\O;*
[LBYKZ>U>=>QS7L>U'L>Q4E.4<[,,]IZHN6]CDD;4S-?6*3U=X:>O4XH'HWO\CQ9*W\,R M?M&M]ZLEC:Y?/PIY(FFN#'7RWGYLUL^2WGM'R>I[G(6_9!7K>W?;KGM.WC2S ML>8G:Y&N\345LEQS?"QR(J)VJ)V\CI%*1TB/R>LS^;[M#E/DK&2I-2W[
M;X7=VN5][#E9H7JW\'VM>>U+7E1/^>FK[Q..D]8C\B,EXZ3/YO>6H=7G(V$D MBBV:OC-QH-[)(Z:&+#Y;P)Y-2*]CH6TODI[UD]R.=V\W=^ZKQMIJ3W>4NU=3 M>.]SAG!QKS5HW*,/@P=]U/,QQ^TM:]E$CK96)K4_?):[&R20Y"LWL]^T@>_P MM[>-&*](9VCFZ M
M M !].Y=IXZK8O7[5>E2J1/GM6[M7@C3Q233SRN9'%&QJ=UQ[F]E73336GG?E#+?4Q'*G.6)^P]1'+^QR2+-N5_%0/5?!5UYL6#C MA:O\6.S09%D'HGT+).]R?C-%<..OE^;/;-DMY[>SUJ)O>\2R,EEW+:Y)8W.? M'+)L67?(QST[/]47S/?!3TC\GCCOZS^;R'#\R\]X%[7X[?
MG[, M\V0W\G/EZC?E>->U/+K>]'(CG*]K\CS[^9\G%CGK$/49N,O/7^LC6FB?C^A>%]-$]R=I=J:F8[\;L MY-,WS5.0,4W+ZIEZ^3K)X6V(F^*&[0FR MKEM2U)VM'-KK>MXWK+R\\O0 #Z=_(4<53LY')W*N/H4XG36K
MMR>.M5KPM_"DFGFJH(B9Y1U?)F(C>>C#/D+K$P^,EGQW'>(;GIXU M!OWO=Y)(YI-RVI\L7C6*5^PY=TD:R)X9%C>MQ7,]HWR=V5.Z>\]<%/2 M/R>.._K/YO),-S3RO@9&28_?]F7V?;P19'(RYJ]WM[D2GF?A]7P_R>#LI\G% MCGK$/49;O34STO'Y,XM1W36-
ZQ,>;U7+UJ,D6%7,L5)N MW=:UZI*C+-*PB>?@D:U5:J.3NU454'EZ M >"[WR3I_&^-3);7EHJ7M6O6ECXD^$93)/C3SCHT8U]K+\I419'>"&-7 M)XWM1>Y[I2UYVK#Q>]:1O9@UNO6-MN2DFK:/AZ.MTO-L61R3&9?,O1%=X9FP MO[8FIXFJG>-T5GLJ?
AJGD:JZ:L=Z=Y9;:FT]R-H8^9;E_E+-R+)D-^VEWB7Q M+%4S%O&U?%W[]TIXV2I43LON[,\OH.T8\<=(AQG)DGK,OQ(=]WFN]9:^Z;9! M(Z5)W20['F(GK,BHJ3*]EQKEE143Y7?OY'W@IZ1^3SQWCSG\WL?6^H_F#6Y(MO!M<^;K1]O'3V2&+,1SHGN26Y,C?
\2RQ5^D\6P8[>6WLZ5SY*^>\?-EO MQSU M^GM7G3G'ZM%-36W*_*?T9=03PV88K%::*Q7GC9+!/!(R6&:*1J.CDBE8KF21 MO;J*CD545#,TOE Q\Y/ZC]%XYEL8J%[MHV6#NR3#XJ9C8* M4J=T]GE&]^?2KCDSTIRZV85;5U4\L;%+
M(W'9&GJE%RN1E7!TXEL>S[_(]MDL@VY<69$][H5@:O\ 6I[C573XZ]>OTOG@L*\C\=,URU\G"WS7][5)D.WQ/C8AER8KX^O.OJU8\M,G*.]Z/=)R=0 M 'C>U;?K6DXF7-[3EZF'QT:^!);#G+)8F\#GI6IUHFR6;EI[6*J1Q M,>]415[=D54]5K:\
[5C>7FUJUC>T[0P>WKK*R4\DU+CW P4:R*YC.YBI76,A5B8GFKXI+*IJ_@-0SWTTQSI. M[134Q/*\;,T<9E,=F:%;*8F]4R6.N1-F]WJ4\=FK8B=[GQ31.O^A5N#RA@*/K^Z?G\6?I^S8H]3\ M_@W]8?\ ANT7_4.8X:KO1[.^E[L^[<&,K4 M
!C%U8]&W3=UO<76N(>IGB_!L\WFU*WC:T$>0&13QQ1V=1YGPU*&U&]CG.M0-WS':38;!$K4:Y)8XY554\+')W5.D:C M'\W.=/D^3_>F^JW^E;V>Q!#F]6X-XZCEG=%);W+F;%7]]:-/9=K4[>/L5O5I MT#_:+V2.*27Y#N[$^3XDZC'\R-/D^2S'1IZI'QOIV*U9X M:X8HY?4-
(R,T#XG_38>35(MV=:::(YWG=MT<8<6\<*Z%K'%O$NDZWQWQWIF,BP^KZ=J6*JX; X:A$KG^RJ M4:D<1\LKWR/>]K;KRZ17=,/2KNO#V@_9UN M^ O\P9KES:-[UNOE./\ 5W2YRCJN!71>/]]LVI\MN57'6;:V65XDK45B_?/; MKX.N*U:6XK;N66MKUX:[-8[IG]4UZL-
:Z@>']EZE>4^E+9.!M;W[7MAY3UC0 MMRYH31Y-0W^[>@A\&&VETN: MQ[V,\,3+4KT^-J2+Y-22"X_VJ-1.S8IV(?@3_OMG_2//_IE_K/J_M?1XN'^E M_P"HK7UVFM%=J5S7M_P&8-^G%CSV[6*UVBN+/ACUV_VU_I!_5%/ZA_I+%IRI/!^CR:+H&,I7(?
8YC*N=F\PQS/#+#:NLC]C3E1?E-?1I1QQ MO;W[)*CU3WG]#G^^1_|_23-_I!_HOH/LK[4Q=E_4_P!HS.OUM9C:],N>M>#! M??G%M/@KBQ7KOM&6,LU[T[_X4_U0_JBG]4_U;GU.FMQ?9V".QPSOO$UI,\5X M\MKWFUHGKPS7?H]O'^FW_/ #14]
<2_P!\CH1_,CGO_3W%ILTO2WT8 M]5UK]6$7]HWSG^?_ $6>5_| 7#BT]ZGP_J\:;Q/HZ1!@;P M / M]Y,TWC;'-R&U9..HZ9'?' <; MWX3ELBYGX3:5%BI(]C5[(Z5ZLA8JHCGM[IW]TI:\[5>+WK2-[,&MVZQ=OR/EJU&]E]W9B=OH.T M8\<=(AQG)DGK,OQH-
^WJJ]9*VZ;97D=*LZO@V/,0O6=W;Q3*Z.XU5E/.?S>R=;ZDN7!:>SP]3(G:K5174]DKQ99DO9>_9]V3V>7: MBIW3LRRSR7\:(J>+8,=O+:?DZ5SY*^>_NRYXXZMM3V66#%[K433LG*K8V9+V MRV=V2.6.1].9)&]]JU['M5%14545%,[0_V M ^CD\ICL-0LY3+7JF-
QU.)TU]]=GCK5:\3?> M^6:5S6-3OY)Y^:KV3S/L1,SM'5\F8B-YZ,+N0.L;&T99\?QUAFYA\:N9\?YQ MMBMC7.:O;QT\7$ZOD+43F^:.EDK.1?XBH::::9YWG9FOJ8CE2-V+.?Z@.7]A MD<^SN^6Q\:]JL@P#X\!'$U5[HQLF)95M2(GXY)'N_E-$8<<>4,\YLEO-X*[> MMW=
(R9VX[4Z6-')*[8D?D\<=_6?S>487F MSEC O8_'[]LCTC[>""')WWYNLU&IV1B5Y&HA\G%CGK$/49"@NUE5C'9O7V?!KD2*Y$=+;Q4\KZMKR55589(.R)Y,FIGI>/R9PZMMVM[KB87M:[E22"7LBNKW*TB,LTK3$5% M6.5C'HBHO;LJ*N6U;5G:W5JK:MHWK.\/(SR] M >
ME.3>>=$XQ]I2R%M^8V%&>)FO8AT4UR)7-[QKDIW/2OC(W=T7M(JS*Q?$V-R> M_KCQ7RR'LU7NB3 MY/)13=Y4]WC@AK^7T)].JNGQQUYRRVU&2>G*'IB_R;R-DWNDO[WM]E7HYJL? ML66;"C7HC7L979:;!&QZ)YHU](OTG6,=(Z1'Y.4Y+SUF?S?
%2Y'Y"QSF/H[S MM]58VHQB0['F&,2-%14C6-+GLW1=VI\E45]]O<)I2>L1^1%[QTF?S>W]4ZJN M5M>EB;D\A3VR@U41]7-4X66?9^7B]EDL>RK;2943R=+[=$5?-JG.VGQVZRQ.31(X+KUG/K5JQYJ7Y=+,@CB['^7O;&USWN:QC M&J]]WJC6L:U.
[G.&1^QSM;V=V5?DKW3R\O>GWX:GK/^WT?/B;^ MD?[?5[&USK4Q\LK8MLTJU3B5?E7L!D8[RHBKV3OC;\5%41GO54LN5?H;Y>?B MVEG^V7NNJC^Z/R95Z3R=HW(==9M4V"ID)HV>.QCG^.IEJJ>2*ZQC;38K;8D< MOA]JUKHG+^"Y3/;'>G>AHIDI?NR\]/#V M
M /__1W^ M M M M M M #TGS5S-B>)<&UZ-BR.TY2.5N"PRO^3W;\AV M3R7@!BIV>]G7%BG)/^+EERQCC_)*'9MHSVXYBUG]DR5C* MY2V]>TL6')V9&U5]G7KQ-1L5:K"CE1D<;6L:GN3W]Z%:Q6-J]$^UIM.]NK\ M^O(,B^#^?
@Q&7ELY;1K,W:SCE5Q=N"]CLA6BMTKE9Z206 M:T[$?%+&]/>US5_OI[E\R?,3$[3U;XF)C>.C[H?0 ^O;M5J-6Q= MNV(:E.I!+9M6K$C8H*]>!CI)HI7JUD<44;5>H3(M\AW+&N:O8LX[1ZSW1/5OCKVMED8[_FZO)\F6+&]T[PUE[=T^7*GC\+(]^'#P M?>MWOV8,N:;_
':]S]V+YW9P ?L8'/YG5\M3SF R-G%96A*DM:Y4D6.1] MI^%&]/-DU>9O=LD;T='(Q5:Y]M547Y:L6C:W1ZB9K.\=54N"..J/*^(?2OM@ MH;EB*\;LM0C%R11^?9SE8QWO'24E-^Y#VCDC.39S9K[[# M_$]M&A$KH\;B:KG=VU,?5\2LAC:U$1SU[RRJGBD >X.(^9-
DXHS#9]4DE_7+<['9O799.U:VSM[-UFHKDMI'3A]K"_LC9 MH9&KX)ZEJ)%'@ M 8B]1'4&NC)+I>F3Q2;;/"BY3*)X)F:Y!.SO'%$Q?$Q^9GC_9-BU:M7K-B[=L3V[EN:2Q:M697SV+$\ MSU?+---(KI)99'N57.*6C*[PQ08S+V'KXI*,CNR16'JKH'+X9%6-4=%ES8/[Z=?1
MKPYO[+]/*5!#&V ^MR(@B-^4=3ISGHEUSMU!Y;D6[*"LJ-[(].E17]FQ[\6&*1Q6[_.S!ES3>>&O<_=C(M=V< '[6O[#FM5RU3.;_D;.*RM%_CKVZK_ O;W\GQR-5'1S02M^2^-Z.8 M]]G(]>1\M6+1M;H]1::SO7]JGP7S=0Y8Q$E:\RMCMQQ,379;&0JYL%RMW8Q
MN7QC)'OD^!OD>C9(UV'%VD[SW8<WJ_C7PI/45/')-B4<[O+7[*K&_+B[*CF2<,V&+ M_>KW_P!VC#FFGW;=W]E/(X+4$-JM-'8K68HYZ\|+VR0SP3,22*:*1BJV2.2 M-R*UR*J*B]S WOE '\541%551$1.ZJODB(GTK_" 3LZA>HZQF
M;%S1^/[\E;"0.DK9S8:DCHY\S*WQ1SX_&RM[.BQ$:]TDE:J.M+Y-[0IWEV8< M.WW[]?3_&_V_C%FS[_IS1V*ERI-) M7LUIXG(Z.:":)S9(I&.3NBHJ*@F(GE/1]B9B=XZJ9=//4 G(4;-2VV6"#UF'-AX/O5[O[-V'-Q M_=MW_P!V5IG: M M #\O-9K%Z[B;^<
MS5R+'XK%UI+=ZY,J^SA@C3S7PM1SY'O;5K>-K='JMK4G>O56/ASES$Q8C4\)DMBSMR.CBL56=9MV)%3R: MBHR.&)]JBRV;,SFQQ1I\J21S6IYJA]B)M.T=7RUHK'%/1)WF+FW8N5\H^.1\ MV+U2I8<[$:_')V9V;W;'>RBL7P7,D]BKYKW9"CE;'[W.?
0Q8JXX_R3\N68Z1O>R\>YROG]8R#Z=J)6MLUW>)]')54=XGTLC5\36V:TJ=_MQ/8ORF..]$+LWX12L>%703(B)(U%14.]KV-G9,=L=MIZ*&/)&2N\=7L\\.@ M /1O-_-&-XEP%&M< MU\\GR&*B(]\?7%BG)/\ BY9.7 M#%XWCON^+-./E/<5.Q^0I9:A3R>-M0WGDYDD
M;D5"?,3$[3U;XF)C>.C[@?0 8$]1/4=/'/>T+CV^^!8'RU-CV: MG)X95E;XHY\3AIV?*B2)W=L]EBH]7IX(U1$5SM>'!_??Z0R9LW]E/K+ U555 M557NJ^:JOFJJOTJ:V-_!\T$\]6>*S6FEKV*\C)H+$$CX9X9HW(^.6*6- M6R1R1N1%:Y%145/(=7WHHYTZ]0\FWOKZ-O%F--
E;%X<)FY%9$W/LB8G>C=]S M4S3&(KF/1$2RU%[[I4_?<6;#P_?IW?V;<.;B^Y?O?NS',S2 #U MKRGR;@^+-8GSN65+%R;VE;"8AC_!8RV11GB9 UR-?[&K$G9T\RHK8V?0Y[F, M=[QXYR6VAXR9(QUWG]DMOO(&S=8EG@ 'N3B/F?9>*,JU]22
M3):W:F:N7UV>5R5IV*K$DMT%55;1R;(V_)D1/"_LB2-)R];IYLU)NWA>G;I9X1AG@F9W7V5FI M9B?%*SNO@D8Y/H&*LUQQ6>L;_N9;1;)-HZ3M^S9&]3_@W]8?^&[1?\ 4.8S MZKO1[-&E[L^[<&,K4 M $^2 MZV2O;I6X'QR,S6L1.?%/!/$]',>U5:YJHJ]*J*>'M\X
!Z'YYZH>G7I1]JQ>KT\UE]]1]ZQC\;+D[$"7+,%.-9'M9W\#.RKV[MIW^UK:W=C=\FU:]Z8A^%P'UD]*G5/TVMC+FUU.-]QQ&TSZ M_4S,MR#$V,K'C'+$[]<.0FQT[8G/[(]T3D3W*?;4M7O1,/E;5MW9B62IY>@ M 3:ZS_2W] W01G(M-ZBN<\=B.1YZ53(Q\7Z?A,[ON_P_%
M"_"^Q0N9C":M0R$6KUK]=GM*[\M-1;8C_.LD7U@3H+ZV.I/0NEGA2ISH[D;DF7V/Q.5OJV"]*\4[;/-<]+VX8WW6_.+L M "*G77Z?#H*]']S6WI]Y5L\L<@&=]U1^GWGWBCJDX9T#G[@_:H-TXLY-PKLYJ>Q05;E%U]""]W3L,OI^L/'; MXO7]U!>F[K=Z1^KZE>N=-
'4+Q=S#+BX(;>7PNI[-3DVS"5+#(G5[>C9[K>MN[,2RF/+T\3WW>]/XOTC;^2> M0=AQNI:)H.M9O<-QVC,S_!L5KVLZYCK&6S>9R$W9RQU,=CJDDK^R.2M Q.O MQ+'!\F>1D;NUL&2M>*=M MG*N?':W#&^Z\9Q=@ #UWR=Q]0Y(U:U@[*QU[T:_"\-D7,5R
MT,E&UR1O=X?ENJV&N6.9J=^['=T3Q-:J?\0_WT#_**?8W^NW^GFH_I#7S3! M]KTGMM#J9C>=/JJQ,5F=OO3BR1,X\U8WWQVXHCM*4FO_+#^A_ZOU?\ 1GV[MC^U,$3?2S]S-CB?$QS/./3BK/WJ3Y6C:?NS,3+//X*ZQE[V"S522EDL=.Z" MQ#(BHB]O-
DT+E1$EKSQJCXWI\E['(J>2G\[W]9_T=_4?] ?U-K/Z0_JO37TG MV[H*MH_6)CRM6>5]SSB8F)YP_'/_+J(&5/3OQ!+L.1K;SL-56Z_B[' MM,/5L1N1,SDJ]T\%GP/;X9,;0E;W5?P99FHWS:UZ+^BO^^'_/?,>H_K;[

[ESUC']ZE,U9_X/\ MZQ?ZB8_L?1W_*6^Q\F_VOGIMFM6?!QVCG7>.F3)'UK2>+E-J2S_#]HW^20 M !HJ>N)?[Y'0C^9'/?^GN+39I>EOHQZKK7ZL(O51OG/\ /_HL\K_Z MX<6GO4^']7C3>)]'2(,#> M #T3SAS9B^)\.V&NV'(J?
E8)%PN*SKBQ3DG_%QRY8QQ_E*4^P[%F]KRUO.[#DK.5RMU_CL6[3_$Y? MZR*)C4;%7KQ(O9D<;6QL;Y-1$\BA6L5C:O1@M:;3O;J_$/KR #)?@KJ!R MW&]VK@-@GLY31K$OLWP.UKSYG)WNXOQ*KO@;7=W3547PN[N>Q$D54?PRX M8O\ >COM&'--
)X;=S]E2:=RID:E7(4+,-RC=KPVZ=NM(V:O9K6(VRP3P2L56 M2131/1S7(JH]*8.G*>K?$[QO'1]D M 'CVU;1A=,P&2V7/VVT\7BZ[IYW_)665WX,-6K&YS/;6[7 MO3[6LVGACJ^6M%8XIZ)-*N..7>]4[)EMDGGW?1Z<.CD #S?0N0=GX MWSL.=UF\ZO*BQMO49%
<_'Y:HQ_B=3R-9'-;-$Y%7PN3M)&J^)CFN\SS>E;QM M9[I>U)WJK7Q?R;@.4]:BSV%!'N@D5$;[:M*G=T$R(MC96?0U[7L9.R8[8[;2HX\EQSP]@ M !AIU%=1#] M5=:T71;:?9)V]GG,[YCVX%KT[KCZ+OE-=F'M7]\?[]J+V3]^55BTXRH]>:*BIYHJ*!GKT[=1MFQ9
MHZ#R%?2=8?8='4UW9KD]+,LRIX(,5F;$CN\SIE[-@LN57]]49(KO$CFY,V&(C MCI]8;..?^R_TEGF9&L #QO;=MP.CX&]LFR7F4<918BO>]>.>Q M._ND%.G BH^S;LO3LQB?RJ]JHU%5/5:S>>&O5YM:*1Q6Z);.JA'!74ZW/S4]/Y&GAKYF9T57$;*K8Z]7*2N3P1U,NUO
M@AJ9"1Z(DIT]&S%GXONWZ^K-8RM0 M M !_]+?X M M M M M M ?C[!G,?K.$RNP9:9(,=AZ M%G(7)/+Q>QK1.D5D;55/-*K48QOO>]R(GFJ'V(FT[1UE\F8K'%/2$8-^W;+ MKX<=CXE5M+'5NZ(B0U8>R=^R*]_B>ORG*]TZ5BE> M&$R]YO;BEX:>G@
!G)TB\IRUKTW%^8LJZI=2SD-5?*[RK76-?8R6*8K ME[I%GDH*8VP ,%NKS ME*:K%5XPPUGV,KD,&3VJ6%_9_P %<_QXS#N5/-J6',2Q,WR56)$GX+G(NO38 M_P#?I/T9-3DV_P!SCZI_FMC >2:CM67TG8\3M&#G]AD<3:98B]JOLK
M$2HL=FG9:U45]6[7>Z*1O=%5CU[*B]E3Y.L7K-9Z2]5M-;1:.L+0:=M.-W76 M,)M6)5?@..HQVXF/5'25Y>[HK5.96_)6>E;B?#)V\O&Q>WD3+5FMIK/6%.MH MM6+1TEY*>7H ?'--%7AEL3R,A@@C?---*Y&1Q11-5555>R(@$>:.:^3;?*&
[7LLDLJ8''NDQVM4W=VM@QD3_^;IT?9.UK)R-]M*]] MW)W;'W5L;>U+%CC'7;S\TW+D[2V_]OD]0G1R 92=+G*4VF[C%]62LJ MFL[A8CJHR5_:+';]$BQUV/Q=VQMO.1M:;MX?%XHW.7M$B+PSX^*O%'>AHT^ M3AMPSW9_=44P-X >J^9>1(N,M#RNQ-6-
V5E\.,U^O)V5)\S=;(E M=[F.[I)%2BC?9D;Y>-D*M[HKD.F*G:7X?)SRW[.DV_)'2[=MY*Y;R%^Q->KZH? M %2>E[E.7>M1EUW,V5GV3465ZSYI7*Z;)825%9CKLCW*KI;%9T;H)E\U[-C MR]E&>CU6TTM%HZPM!J6S8W#3\+9=!G]MAF2U-$Y6S8_76JZ
M&U(QR=G1S927O Q4_P"<;9E3LY&J-/CXK<4[(_=GU&3AKPQUG]DQC

:>)CVHOGW1?I\A,1 M,;3T?8F8G>.]R?$V_P!;DO1L/M$21Q796.I9]I$O=M/;T_"R["B>:LCF\39X MD555(9F=_/N3,E.SO-?)3QWXZ1;S>R#P]@ M M M M)Q=6O*C%]F\|$=(89FEE >P>,>0,EQIN.+VC'J M^2&!_P &RU%KO"W)X>P]GPZD[S:WQ]UB21*[R9.QCE1?
#V7QDI&2O#+WCO.. MW%"S6+R5+,XW'Y?&SLM8_*4]V0HV8_P)ZEN%D]>50?S'1'Q2(O9?-";,3$[3U M4XF)C>.C[Q]?0 F=U7'S=,=YQVW\O-9"G;K9"I5OTIF6*=VM!;J6(^ZQSUK,39H)F*]'(JLEB> MCD\O-7)#"B]B/L6']HXV^]CD1/-3[[6LVM%8ZR7?-Q>YY?
D#:&$R]IO;B MG]\0/3P SJZ0^4Y8[<_%V9L]^O899R6]E/>]K9C1C9C1UC*8>0/*O*O[U/$ MCK4341$:YDWO5Z(F74X_]^D?25KTV3_?G/T9_F-L #&WJ8Y2EX^T MMN+Q%ET&S[9[>C0FB_LU0[X,?'; M>>[#AGR<%=H[TI4]>JJJJJJU7S555\E\55U\E3>GOX #YZUFQ3L06ZD\M:U
M5FBLUK,$CXIZ]B![989X96*U\[LUD<<;55RKY(B#KR$=>9N3+?*.ZW\TKY682HY^/UNE)W:E7%0O5&3/B\ ! M;R#D]M-[U1SD9W5K&]J6+'V==O/S3,M^TMOY>3U,=', !H@>F:^I^?P;^L/_#=HO\ J',8]5WH]FW2]V?=N#&5J M #C&4?)KJ*_P[GW=$$GU;#K_=
<]#E#A?=\W\YIZ1OB;C/-?#+/M^'44X;[QTENT]^*FT]8;%)P=P !R\/6$NO MYW6]UZ;;K^GYQV1X+Z9793AKC%6EPLN)SF>QF05.4>0*K4189G;-MM1:5:S$ M]\5K#XBA*WLKW=Z&"G!3>>]*=GOQWY=(5@]3N_WS>NO\Q."?]8.33GJNE?]Z MZ7K;Z-Z\QM@
>M^9.0(>)N(>5.5+,,-BOQIQOO'($\%C MX3J">3=8RFQRPS? XK%OV,C,;:J.]DQ(GA7Y+5=V1?L1O,0^3.T3+E1]!O3- MR%Z7[TBN)X\Y2Y/S5/.\SYW?>5^:N5)]T>9V&+%8FA?VC9+6+IV7LI)DLO=2 M#&8]CT^!T%M1+[)T,*0NHWM&*F\1T3]5G+DVGS;
['1GZOCT)=#/4%QEU,\/9 MW]RW) %4&T0X"??N0-6S.#OR;AH.R<=9NUF\1A./-:98GFP>U6Y&>?)6BCM M*QR,\#?9KCOGO>O#.VTME,%*6XHWWAXYVKPVFOHZ5M MQ5BWK#(,\O0 :6'IA_5T.]S]PZV-[ZH^EW<^+LYK7.5O6;-&.G!2*L\3P] M@)H^EH]
('B/1M=&>\|_)1H9WD7*7Z/""NKY][DH9WE+:*F M2GQ$N5CCDBGFP6KXC%7LS>B8Z-]FMCW5V21R3,>WIBIVE^'R<\M^SIQ>;GZ= M&_1'UT^GKZG=]Y W;E;+9"OBI*%CF7]/Y.COYW#:=4R+[T^ TS3M;H2XNE=O M[UDRXS6\;C,;0]-9^K8]A]3_Z8VZTVK9ZN
M^>)=P^#,8[.PZAQ]7UI;B0,;).W5'P6UBHQ9"*BO=P^*MZ M1L[_ M?6=VN3Z1CT5?6'Z%SE70.6M:Y+RV;X]O[*L?#O5%Q1)F]!S.&W"C! M8O1ZUM6/I92YDN/-WFQM6:S6@9D+U')THYEK6IG078*W?DKEC:>OHX9,=L4 M[^7]W3_0)^E9ROI*.G'/X/EZEQ03]?X
GP>"Y3N4]^.Q53D37M@BOKI_*./PN M/AITL9;RSL1,IY>I4A;4K9"JDT38(;D%:+)FQ]G;EW9:\.3M*\^]"LG59P)C M,J7]IJYUZ]]J6_%W6IQ;R+U%<@\|T>#^ M#^3=6Y-;F>.]FSF?V3DZSHF?I;/K>OX;!Y'6<)/KM#-9/%P192Q>E@F]5G2)
M5;/)X'I]O]*S28KOO++33VB\3;;:&^"8VQ@KZ1[KCP'H[.D_=N]78M$R/)E3 M4N,6/-7L?EH]K<=7O2VW(VK.^1L'@[-1RR,]X MZ=I;A>,E^SKQ/3'HGO2@X#T]'#G)'+VOC]P^SSK8?9+$]WBC5WB[*B)]RX^SG;??D^8LG:1OMLJBH+(O=T M+U3MW56.8Y5LQCR1.
MT9]/-N=L-YC;>TXKXKVF[_| N?Z*_K[[:_HG5SDT4]K]G9)B5V5QDES$->[V.>QK)+6,DC[KX%GD:WVF/E< MB?@3HQ55%*N1.Z_B;_K'_OF7_5C_175Y+_U%H+ZK^F]VG@-T+6V72VKY3D MM$<6FO,?[\]:3,Q/!-ZQQS_*]_I3_4/^F?
ZNQ5C09ZX_M"8^]@R3%4>KS_/C_-P/O8_&Y'+6X[&*HV\E>G]HK6/>UIB&7_%W3)8?2+OR7,^;4+E;%$GTP1.5[OXSV]E8OZ=?[YZ_WP!K,FIP?U;_*Z1 M&/24FM\P]V3CO$WR3RF/CV6=XMJK1M%%?
*>QK/.9]+WB(C^VMMXM&:T$$%6"&M5ABK5J\3(:]>"-D,$ M$,349'%#%&C8XHHV-1&M:B(B)V0_5_1Z/1_9VDQ:[/Q8\&AP8ZTQX\=:TQX MZ4B*UI2E8E8BM:5K$16M8B(B(B(B'^9LN7+GRVSY[6OFO:;6M:9FUIF=YF9GG, MS/.9GG,OE-+F -%3UQ+_
'R.A'\R->]/<6FS2]+?1CU76OU81>] MC?.?Y | 19Y7_P!<.+3W]?#^KQIO^CI&!O M #\#=:CQVHZ[F=FRTGL\?A:$]ZQV5$?+[)G[U6A[M^2V++'IY M 9Z=(?*ID:P M)@=4_*,VW;A)IN,LN77-/LOKS,C>OLLAL;$=%D+4B)V1Z8U7.JQH]+X7- METAOT^/AKQ3WI8-
1DXK<,=V/W8[G=G >V^%^3+?%^4,Q[21<'> M?%CMEIM1[VSXJ65/'99$WNK[>-R>)5:K. A>Y%YY&U!#9K2LGKV(HYX)HG(^.:&9B212QO3NCF2,2HI-4GR@ M M /37.O):<8Z'>RM1\?Q_DW_!1KT;_"[PW[$;UDONC5'>.+
M&5FNE\T5CI$8QWX9UQ4[2^WEYN67)V=-_/R2!GGGM3S6;,LEBQ8EDGL3S/=) M--/,]9999'[KD])))'*KG*+W*/1ZOA#X ! 4545%1>RIYH]>2HJ? M2@%7.FOE.3D32O@&6L>VV?5/@^.R4DCN\V0HOC:NE MB5Z]O&B$_/CX+;QW94,&3CKM/>AD8<7< /\O>V-
KGOR-:U$[]]^X"2?/W+UKD_:YH*%B1NG8&Q-6P%5]N;'=>Q5BGS MEAB]E?/>5]^Q\2(L5=6M[(Y9%=1PX^SKS[TIV;).2W+NP]"'5Q_]*] M*BHO94\T5/)45/I0"GW3!S!/OF FU/8;2S[3K%:)T5N9RNL9G!(YL$-N9Z]W M2W<=(YD,[U^5(CXG[KGND5,.?
%P3Q5[LM^#)QQPV[T,JC.T M M / 3W^ M M M M M M &'O6/MDN*TG!ZI6E]G)M64DG MNM:Y>\F,P*5[#H7M3W,DR5]L]%7WK$O\O;3I][WFWI#-J;;5BOJFP;6$ M_8U_-W=;SF(V#&O]G?PN2IY.J[N]-6-E/'.QDG;**7P>%[?]K$[QO'1@?=T
^&Q8AJP3VK$C8:]:&2Q/*_R;%#"Q9)9'>] M?"QC55?Y$'4Z(A[HLMG<=LV'::+:N]MF\K;O-8Y>ZPUY)%2G63W_(J5&LB;^) MK$*M*\-8KZ0E6MQ6FW]\8/KR 4,Z,-LEM87:M,LR^),1;]YS%L<6;=+;>)KZ,W3*U #'S
M]=VV35>)LQ'6E6*]LUBMK%9["*U[8K[9I\FO9[HY6R8FI/&]^Y%D3O\ B7M@ MKQ9(](YN.>W#CGUGDDR4$X_VQ[XGLDC>Z.2-S7QR,Q?$U[' M-[.:YKD145/-%#ZM9QEM/V:Z!]>SNWN:W(UI4 M3Z41"7>O#>:_-3QVXZ1;Y/.CR]@ ";'6-MLF2W?#ZE"]?@FLXIMNR
MSOV1T5\HAAZ:68 M]V]/&VR:CRS]TZRK'2S=M-9R+>Z(R2OFW,K5ED-GUY *(]&.VR7,!M&F69?%\27:V9QC M7.[N2GEDEAO0QM^B*O=J-D7_)[L]8]37:T6]6W36WK-?1FP96H M8+]:&VR0T=3TBO+X6WI;.QY1C7=G.B]=Z&*8Y$\W1232V7*BKV\435[*](J:
MM+7G-OHR:]W**_5/X/,8 !Y?H.TSZ5N>N;M37<]JX;+5;-AL?X4U!S_M &&3]J_);QTLL2_3V>>;UXZS7UA[I;AM%O1;ACV2,9)&Y&*QR-CVKW;YCT\ M37-7W*CD7NA+5^'@ ".G.VVR;ERIMN2]JLE.CD9<#BT[JXVX_"/= M0C?
#]/LKD\4ECS\^\R^]W)2Q5X<<1YIN6W%DF?)ZA.CD 9I=&>VR4 MMGV/39GK\%S>,9*357Y,1Q,C8IVQM^AUNC;5SE_%7:9M37*?7F*BYCE_L6]&K36VM-? M*5%S$$V@ M M ?A;/G(-9UO/;%:3Q08+#Y#3'J]T1L&C8+HG=.J8WDE3GFL0F_UU,M1
<&2(F9VVALC/CF=HZRNZ<79(#K9].?Z.SH2S^3T/DOE7)%O=Z827:*M=)9$=W3P_&"(J(B^+S[)T^%MZQNY_%5]6;Z%O3(]!7I"M;@['P)(^RS!Y3)OK1POEE1D2)([E?% M>G.8Y.M,M+\HGFJ4O;I*Z$=/]EU1\SZUQI6RL=EVM:[*V_GMYW
M"6KX6RPZIHVNU,KM&:CBGDCCFLQU?@51TC5LS0L7QIZK2U^[#S:]:1O:6OQO M?K=?1/ALS8H)GPEE M6;P*GCB8[NU.\:: G,.$ZFGE$LH.FGUGGT9O/FPX_4=US')_3-G,G92E3R7. M&K8B#0K%N:Q[.K& >M%V/<\=@JSX7-?+;S<6)I5W(]'S>%&O?
YMI\DE6R6)S&(NULEB\ICKL++%. CLA3EF]7 M:5N"1KXY8GN9(QR*U5144X.["+KM](UTS^CEU'1-WZFP-6ADHJ.3@G;#>K,LQ.1LK41K MT\T.%\&2UYM&VTR[TSXZTB)ZQ"X'0;Z5KI#](_F.2,%TQYW=\S?XIQFMY;;V
M[=H^2U&*O3VNUF*>'=1EORR)>DDFP=CQM;V]FB(J_A(!KE\2Q^%R]N_9/-]S6W#/5Z MK:+5XHZ/?!Y>GH?]];ZC>-.DC@KD+J*YBM9BEQIQCCL;E-KMX#$RYW+P4LIGL M3KE:2GB8)(IKKDR.9A\|;6KXDC\3D[]NR^]UFUN&.KS:T5KQ3T8B]"/I:^COT
MC>U[[IG3+G=[S.:XWU[&;/M#=MT7(ZC5KXO+Y)^*HK4GOSR?#)Y+<;N[&)\E MK>Z]G=._]^*V.-[/-M-.DC@KD+J*YBM9BEQIQCCL;E-KMX#$ MRYW+P4LIGL3KE:2GB8)(IKKDR.9A\|;6KXDC\3D[]NR^:UFUN&.KU:T5KQ3T8 MS=!'I1.D_P!)+P^CM3]JR]G-

$Y%NX>PRRV&9DKH'17%1Z-5'*WOV5%$::T3OO#Y.IK,; M;2@)ZN)8GA],KT@1PS2Q1VX>H.O:9'(]C+,#>EWFJTV&PUJHV:%MFM'(C7=V MI)&UWO:BIWS^%/T_=PP>+'U_9TA^N#^!9U??HN__5/MI@IWX]X;[]R?:7.8 M]6VXKP")_I:>"+.QP1W?&&MLF%SFPU\E
M#V9R<_PG)9;4]0L^SAA^$7K^'IVK<_L:\<4$7M9Y7.\+& MM8WOV1$3LB3IZ],='+1]+7\]=U/?I1:W_P"ZZ>4<7A1[)N7Q9]W5:)RD :8W MKB/^]ET*?GWSM_]_QD:]+UM]&35=*_51CU7?YI_1_P##/S1_K%6.>H\3Z.FG M\+Z]_P#7!_LZOOT7>?_*I]M.5._'O#K?
N3[2Y]/JMGSK.M_P" GF3_*8, M*;=1X?U8M-XGT=+@P-[/] Z>NDCE[&P[GU4<'=.?*&(XVPN/%:OTM\2:AQAPCBLK_OP'I ME_)"YV_RQX__.9AZ^%MZP_%5])17]-AZ;/A7TIW#7#G'F@\#R*BKV7KBPSCF9 MF>6SEFS5R1$1'-L*>]/V)YO1M\R1S32RQU.M?DFO59)(]
[*T#N#^G*TZ&NUR M]V&%UFS)(K6]FK)(YWO/7\UFN9>5,_"KW)5N9G6*.C:E],K(VR^%\^-I;=FTD.FGC;'OZRV/S@[@&#VN>C M1]']]'(F)Y;U;H\Z?M>Y.P.V5][PN]X?C?7L?L^+W&IE$S5;9*.6K5([5?+0 MY5]3I*UR.]IYGOM+S&V\[/"9TB=XB-
V<)X>W.N];D^W\RW.?1#_ #7W07^B[Q)_]K1,F7Q+>[7B\.OLHP>'MH2>N"?P MA^C?_QR%_KQCS9I>[/NQZKK'LV7/0'?-#]%'YB;G];G(1PS>++O@*%?SDZ MI >GQ^:'ZU_S$TSZW./3KA\6'+/X4M:/U/O^$/UD?X&./?\ 7C('?5=V/=PT MO6?
9LN>GQ^:'ZU_S$TSZW./3AA\6'?/X4M3SU2SAG7]VZ[^7^7I?O3FMDATVMF<>]?&U?9Y)41'(]JW3]9VI$>LL MVFC>\SZ0Z(1A;@#FY^M;?.@X7]%WB?\ UJY.-^F\/ZL&I\3Z-Z_T9OS;WH^_MT(NE'ZA]",>3Q+>_NV8_#K[1^S6C]<1_P![+H4_/OG;_5_C(T:7K;Z,^]Z5
M^K,?U47BO :=Z-[:>1ZD$;]EY@ZA=[R&[E3PL9XU,[Y-O2'O31MCW]9;.1G:$_?2O:KBMR]&5U]8C,Q> MV]4^D?GK:H6>%CNV5T3CC8-WP4O:1KFI[#..]7?W[>)/#W145$5/>*=LE?=X MR1OCM[2TA/5/LG>H>DYVZK4G]E!FND[E3&9./V<+_A-&+?N(,S'!XI(WOA\.
M2Q->3Q1]QZ^S\/?PN)]'00ZEM%S'*/3CU <9ZZUKM@Y%X2Y5 MT7!M>L:-=F-NT3/: C&N6::O$C5NY!G?Q2,;^-S4\TPUG:T3\VVT;UF/DYPW MJW/-&D].OI5M.Q?+M]NDKR9H7(W!&/M;&[XE@P_(F=N8+*8'!YQ+[87T+N9S
M.HKAX8I48_XRN0Q+V550WYXFV/DPX)BN3GY\G3F)Z@BWZP/SAH/#'H]^INEN M68]4\SS!KV-X>X[P;[4,.2V?<-LS-![]F+@D7QVOB37:%_*VD:GR:=&1>Z*K M>_7!$SDC;RI]<9;1/RIUE].9."N&.H?2[G'?.O%FAQMUUBLPJO>-[5\S[$S6=XY2^36+1M:-
X:\G4_P"]K>C\YB?D\WP/LG*/ M2MM%R2Q-6HZ[E?MG\806+**^26?2M\M.VM(X[/9T<%'9L?5BC<^-D2-]G[+O M74WCKM+A;34GN\I:GG7CZ&WK\]$[E<=SG'E)]BXSUO.T5UK];X#S^?PMO2VKB)=E@K28O=>,LM:LVKPW=)CGV)&017GS2-
C733+3)]WS])9KXKXN?E MZPV>?5[/3?[WUGY2YT<=6^;]9O]!P&M6]BXFY22E3Q=OEW5M[GSX8I]^O=:,&:;_=MWFT#RE_O9CF&>KD_/,=''_"0O_0]W.!0S^%/T_=/P>+'U_9U+B_P#$O!/5"_X%G4U^E$[ZI^/C M[]N_'L:7N3[MM(S-+2A]<.Y0R]?!=#O"]66>/ Y?
+@Z MI]ECK+)]IZ0Q9]$=Z?[H[]'!T3Z3TW M[+T_\][1R'!MF_[SR3MFF1\]+_LGB?^D$?"W]8/B]>DM4'H4Y6P'W:3IIY-X.P]W2 M=!WSTA>E0:%K.7@I0Y+6^*N8.;@^C(VM+)69*B^! M7QHB.TWC_O"S4G_=8F.G%_+K($U2 !H] M>N)?[Y'0C^9'/?\
I[BTV:7I;Z,>]ZU^K"+U4;YS_/\ Z+/*_P#KAQ:>]3X? MU>--XGT=(@P-X 3& MZQ:*-L<>SV<>'0 M_,9>K6C);X?MV&(Y6XS8,'>E5$3LD&6;6:,+_/Q(ZNS.3V6?B[*EF)?^ M+_G^353W8]VS2QWI]F=QD:P M "+W,-.6CRKR+#,G9[]SV M*XG_
&"R&3LWX%_XX++2GBG?'7VA,R7K<]N8 !^YK-*7);)K^ M.@[K-?SF)I0HB(Y?:VK]>"/LU7,15\2]G]]#Y:=]S/R>]QO:(^:YI*50 M FAUFQO3DS7Y5:]1OT7'1M?]#GQY_972-3^5K96]_P"^;M-X<^_^_M_F'4^)'M_O\ 8BFAF %@>GB-\?#&AM>U6N7&W)$1?
>K)L6]$VS:P@ 'ZV!PUW8LWBTOYG(T\ M94:].5OM[L\]=>-TGA1RMBC63Q/7M\E]*OT'R9BL;STA]B)M,1'65PL1C*V%Q M.+PU)OAIXG'4L94:O9%;6H5H]L#51.R)VBB0ES.\[]L1M&T=(?HGQ] M /AL5X;4$]6Q&V:O9ADKSQ/\VRPS,6.6-
WN7PO8Y47^11T.](6YZU:T_:]A MU>XC_;83*W*"/D3PNGKQ2N^"6T3LB>"Y45DK5[)W:]"K6W%6+>L)5]\-IKZ/ M&3Z\@ %"NC#4WUL1M6ZV(U;\:6]^!QCG-5]K6QS?A>1EC54^7#/9LP ML[HO;QUW)[T\L>]MSBOHVZ6O*;_1F^96H 8\]3^]2;1Q+EY:T7M;
MFLV]NS0-1.[E@HMFKY+L]>:-CQ=R:54]R^S3^14[8+<.2-^D\G'/7BQSZQS2 M<*"< ?Z8QTCFL8USWOP !-7K%U.7&;UB=LBB_W%L^)96GE1]]OC;">&O*DCD\F^/& MS5O!W\W>!W;\%>V[36WIP^<,.IKM>+>4PQ -#, >ZNGS4Y-NY9U6M M[-7T\-<;LV25N8YSW-
\/MXZ\SFU[34_Z1VZ_AE;^-KT*M;<58MZ MPE6K-;36?)XX?7D H?T8ZE)4P6T;G88K5S%VOA,;XD[=ZF*>GC M7^-'/;MLC D=74QZFV\Q7T;=-7:)MZLVC*U #!7K1U-\M34MVKQN M2Y4_J<;)8K+55?)72-3R541=>EMSFGU9-57E%OHP M -;&
>7:']\^Z;EK6K5T/VN1M=D[*K:E".65? MY&'F]N&LV](>Z5XK17U6XCC9%&R*)C8XXF-CC8Q$:UC&-1K&-:GDC6M1$1/H M):H_V 1PYRU.33>4MMQBQK'4MY.;-XQ>WR'X[-/=?A;$OTL]R3/ M@_'XHE_OK2Q6XL<3YIN6O#DF/)ZE.CD 9G]&FIRW=KV'<9HO]QX/%
M)B* MQ^'5):[9T3R7Q0/D1]>WFBM0^UGAM%O27RT<59KZPB!D*-K%W[N,O0NKW<=; MLT;D#_PH+529]>Q"[_GJ.6-47^5"K$[QO'1*F-IVG]^F'P IWTA:G M+A..+>P68UCL;=EY;4'=%:Y<3BFNQ])7-U?'4VWOP^ MD-^FKM3?U97&=H 'B6^:VW<-,V?
6'>!'YK"WZ-=[U[,BNR0/6A.[MM_%KW6QO_P"Q3U2W#:+>DO-Z\59KZPB38KSU)YZMF*2"S6FDKV()6*R6&>%Z MQRQ2,=VV92 MUG$\2=I$QS60X_&L7M[XY(ZCIV?3X9_^),&HMQ9-O*%#3UX<>\]99,G!W M &&G65]4F1U+7MOKL5S]:RL6]$X3:P@
'[6NX.YLV>PVO8]OBNYK)TL97^2KD9)Z'RT\,3:>D/58FTQ6.LK@XS'UL3C>]I$;1M'1]X/H D?U)ZG)] MO+>R.2-64MDD9M%"14]4RRO?D5\O)%9F8[+>WO*(OTH4<%N+'K').SUX< MD^D\WH8ZN(!EAT@ZG+F.1K.S21=Z.HX]Q(DRM[M3*YF.7'4X?ZWNZ
MBZV_O[T5B>7GW3/J;;4X?.6G35WOQ=40IR86X 8Z=4F[2;-Q-D[5 M:-9+>]W*NRQ-;V\3[U5LU3)]U7W1PXZ[+,Y/I]BGT]CMI[<.3Y3R<=17BQ^W M-*$H)P !H@>F:^I^.:O3CUB,1S5>WFS0W.9W3 MQ-:_1+*,C7*QR(OT]E_$ICU7>CV;=+W9]VX096H M
.5+T5?/M\+?^9%U^NK)%&_@S_P!:_P_) MM?&C_K;^75:)RDTEO6P?1\2V*VA>D9XZP\:I0CP7#W49%3AN>^]:KWR M72!T[;!DK_).;XET_5.E[IXU:E%/\/N5A'(U70/FDTQ6M-[>O.6:;6OM7TY0ZK703TB:?T*])/"O3#IWP2TSCC4
MZT.U[!5A]E]F/(>9DDS6_P"WR]^**TZ//;7>M2U63>*2K1]A6\7@A8B3KVF] MIM*E2L4K%88"^L,?,S]8_P#R/7_0U/!Y[P>+'U_9SS^%/T_= KU.[_?-ZZ_S M$X)_U@Y-.VJZ5^KCI>MOHVGO2O=6V=Z'O1^=2'4?]#ZC-^U'4\9@>.G7(*]R
M&OOW(>SX/C[5\NN/M.;7R4>M9+9FY66N_P 3)8*+T[5S8]=XK/1R6X M*3:.KGS^AA]'(OI<.L3?V<\|_MS>.]&P]KF#G#9]>5;8Y"Y#SVS;(RMCM>AS M^6BRX.K@,+T/<(Y:K5@@@^&[UA;__"1G)_8>T[36L_OV3V/,33RNEN:]EZ'^E_#X7BSB'D+>;F0B
MX]U>O9C=KNK9/(U(#Q8^O[.D9UP?P+.K[]% MWG_ZI]M,%.'O#??N3[2Y]/JMGSK.M_X">9/^F#"FW4>'J6+3>)]'2X,#> < MM'UC;YYCK'_Y'K_H5;@\HX/"CZ_NG9_%GZ?LZ>?%O^]EQS^8FH_ZOX\GSU4(
MZ.6KZ9*VFH^F8ZL\QFH9X]V'ZA=>V.U"'UDMA^+;AM.SDQ MJN;W\2(O9>_:CBYXH]D[+XL^[]O5;56]5K7:5F"Y2N00VJENK-'8]V]MB-LM M>S6L1.?%/!/$]',>U5:Y]H]*]*35)\X&D?ZXCOV#=%T*<7PS1S;+!)SMOV2K MME[2XW!VV\9:]A)IH?
JOCS5^GD&QN1R>%:#T5%\2*FO2QUGV9-5/=CW5/\ M5=_FG]'_,,_-'^L58YZCQ/HZ:?POJK_-<'\"S]^_1=Y__]GVTY4[\>\.M M^Y/M+GT^]V?.LZW_(">9/\ I@PIMU'A_5BTWB?1TN# WM'/UM7K;W['[APU MT$Z;GK.'T+):%C^=^8]N,G]DNX9');5L6O<=ZMFYH9DF?
B]9=IUS+/HO;[&> MSR/0;>K^]*7) 2YQEUA=8^LV^9]]YEH M6-NT'BVYG\QA>.]+TMF4NT==R&;I:S?Q5_<-EV*K2^'21W+4F,KU;,4"U'3Q MR2KYS9K1;AKRB'W#@K->*_.9;$U?T0'HNZT$->/H-Z8W1UX8X6.L<5ZY;GULLM&56-2/]'Z;#G] M?
$CV_F7O3>'/O_$,*_7#^.,U+3Z&.7:[^2Z]0L\X<<9AZM1K:.:RT7'.SZVQ M'JU65V6HX7*]J=F^S^!)^%XU\/O2SUCS>=5'2?=3WU77F7!\B^BQU#CFEE(; M&=Z?^5^5]"SN)7V++>,@V[;'+W"&>3'9.D.9(9WK*U\]\$\;9/WE8X
M^>HC;)OZPZ:>=\>WHV+C@[@&/F)ZM>E3/[-1TK!=373YFMRRF8BU[&:EB>9^ M.,CLV1S\]I*,&#HX&GLDV5MYB:Z]0LK1Q.F=+\A&^+R/7#;;?:=GGBKOMO&[M(,\O3G7>MR?.0\)_H1<;_7QU)F[3>'/O_$,.I\2/;^9;G/HA_FON@O\ 1=XD
M_P!5:)DR^);W:\7AU]E&#P]M"WUP>G99SWT89!\3FT[/$/)M."?NWPR6:.YX M*:W$B=_$CH8LC"]]T1%%[HG;OY]MFE[L^[JNL>S8W]7PV+%'Z(#HXGQ=ALR M8K7^3==R$PQA6GE$S%R3CKE>S%%+*L#I%A%;-$C_"]]>:.3PHCT.&?Q9=Q=\ MAI1_MYK-
G)U1)]8GW[!Z?]I8RH[T;N\]1\6Z#K=-TOL9,EG,WRYI%R2&RL MD1TE X[]?I]_PA^LC_ <>_Z\]9 [: MKNQ[N.EZS[-EST^/S0_6O^8FF?6YQZ<,/BP[Y_"EK1^I]_PA^LC_,<>_Z\ M9 [ZKNQ[N&EZS[-]LQM@!S<_6MOG0<+^B[Q/_K5R<;]-X?U8-3XGT;U_HS?F
MWO1]_H1=*/U#Z$8\GB6]Y_=LQ^'7VC]FM'ZXC_O9="GY]\[?ZO\ &1HTO6WT M9]5TK]5&/5= FG]'_P_,_-'^L58YZCQ/HZ:?PO]V(3@[L(O29?-O>D$_0BZK MO]'WT]X_$K[Q^[QD\.WM/[-%#U4GYT'-?HN\L?ZU<8FS4^'6/3]>)]'2&L6(M*D$U]U-
#6K5H9+%BQ8D9#!7@A8LDTTTTBMCBABC:KG.F%V/;ZO(.SX^CM$FH5&Y36>3.HG,YB>GM&6X1Q&'JR9?*8 M?;,W-_]9F^U3+YV:W9HM6I-6?)1Q<5>'3VY\OS>XM]*\N?Y/I:UZ+STY/I;>6\%MO57C>8=4P]1K:ECE' MJWARG'&#TC V+C)
[U;1N(]..Q.?]K;:^2:&IAL#5H6)VM^$6:[7)*BZW(,6P6X=GAR53)12R8/<< M5B[5:KG,):CBDB@C[-;X'>)['.73BPUR4XIF=V;+FMCOPQ$;-BOHIZ@EZK>D M7IMZCYHL+5RO,O#''^][-CM<^&+@L)NF9URC+O&NXGXPL6[Z4-
YW=R\+UX;37TEWI;BK%O6&3QY>GA7)/'>F\N\>[OQ9R)@J6SZ'R+] MN>TK<=>R,:2TLSK>RXRSB,QCYVKYHVS1MO:CF]G,CE1^B)M9+C[TO/1O5U'(3V78_]>Q&F1Y&L^7VE[6LW?R>F9Z5SL?*Q%KY
M#5LG927LY85BD=XT=&KFK1R\\4[^B=BY98V]756Y2_WLN1OS$V[_%?R!.C] MHSTH6><..,P]6HUM'-9:+CG9];8C^ZK*[+4<+E55.S M?9_D_"\:^'7I9ZQYLFJCI/N]Q>@B]&IZ+[K;]')Q?RCRUTOZ)R#S5K>V.^/>8YK%?
<#O1#_D4:)_EGRY_2$CS#CWT)GHMN*=^T?E'C[I#TO6M]XVW#6=^TC8ZNV\H M6;6O[?IV:I;%K6;K5\AO5NA//BLSCH9V,GBEA>Z-$>QS55%^3FR3&TSR?8PX MXG>(Y]GG-T !H]>N)?[Y'0C^9'/?^GN+39I> MEOHQZKK7ZL(O51OG/_^BSRO_KAQ:>]3X?U>--
XGT=(@P-X M 85=9V]/NZYK&XUXE<[!Y"QB,BYB= MU2EF&1RU9I5^B*M=I>S;_P_]6?I^C5IK;6FO]RZFN]8MZ)UFQB /W M]5U^WM>R8+6]**MK.92EC8W(U7)"EJ=DON:Q]K]!\M:*UF MT](AZK'%:*QYK@4]<&/I5*%5GLZM&K!3K1^_P05HF0PL[^7?PQL1"5,
[\YZ] MD1M&S[0?0 \&Y+U==ST';-98UKK&5P MMN*DC_P?C*!]6\8YWXFMR%>)5_%V/>.W#>+?-XO7BI-?DBE)')%(^*5CX18G MNCDCD:YDDL4^-HQ3M3OY>V7Z54GY[<63Y1R4=/7AQ^_M-D4<78 M F!U=:E)A.2H]BCB5M'<,76M>U1$2/XTQ,46,
MO0M1/)')5B]RN7^,Z95]_]?R=]>EMUK]6355Z68!&MC /DBBDFDCAB8Z265[(HH MV-5SY))'(UC&-3NKG.+VV-S-"QC[;$* M2-CL,5]30NO%"9>LT MMPSU>('IX 9P](G%LUK)3\G9BMX:./9QVKME;YVB(JN1B.;5FFR?[\Y
M^C)]R*O9%^6M%:\4]']M9M;AC]M#IN]X[2=7PF]XI/\ M<6%HQ5&R]Q&/M3^ M3'EZ 'QS0Q6(9:\|;)H)XWPS0RM1\"1M5WAL3IY]FM8UR=I44X9\G#7ACO3^S1@Q\5N*>[M"I1@;P_]37PM;'EZC)/90OD7LD< M&0AD?
7>Y?)B2>/L]M1#IBOV=]_+S<\M.TIMY^2/%NI:H6K-&[7E]W*<\M6U6 MG8Z*>O8@>Z*:&:-R(YDD4C51R*G=%0I1,3&\=$V8VY3U?6#X_J)TL\ M73:3],NSYFLL&P[@R"PV"6-6V,;@8O$_'U9$=\]J*>\|YZV)6^7R71-*>LLI3.T !@5U>\6RO?6Y1P]=TC$CKXS;&1
MH]K&C/!7Q.7T/9/-RIKTV3_?G/T9-3C_-^D?5@6:V, M !Y].JY?=MCQ.KX.#V^1RUIE>+NB^RKQ(BR6;EES4565:5=CI9'=E5& M,7LBKV1?EK12LVGI#U6LVM%8ZK0Z?]^.TK6,)]N*1WP'"48]<4CT1)+$B*Z2
MU;F1OR4GNVI'RO[>7C>O;R)EK3:TVGK*G6L5K%8Z0\D/+T /$M[U M#'[[J6FZ%DZ-1SZEN)[;%&[&B^]].Y$R1$]SO#V7R53U2TTM%H\ MGF]8O6:SYHP[-KF6U'/Y76\W76KD\1;D]6HU[]QRM^5%/"]43VM:S"YLD3T\ MGQO14]Y3K:+1Q1TE,M6:SPSUA^"?7D
!07I#XNEHUK?)N9K+'-D89<9 MJT4K.SFT%?VR661]^:?#)(T@A=V1?9LD7S;(U5QZG)O_+G'U;=-CV_W2?HS MD,K4 &)75=Q=-MNL5]TPU99\Y],,R7X86>*>]KCW>VL=NWRGNP\ MWBG:W I$^9?->R+HT^3AMP3TG]V?48^*O%'6/V3+-S_^YC\?=RMZG
MC,;6EN9#(68:=*I WQS6+-B1L4,,;?I=)(Y$3Z!,Q$;ST?8B9G:.]R'$/'M? MC/1<1K3?9R9'PKD,[:B\VVLU<;&ZXYK^S5DAK(QL$3E1%6&%]]B*]DS)?CO- MO)2QT[.G#YO9IX= M M $W^K;B^7"[# M'R+B]RKA]C?%7SB1,^11S\UN..DL-C2R@ //N--
!R?).X8O5\:U[&69$GREUK?$S&8B!S%O M7I%5%:BLCOQIY8[#5WL^%S>)4\TC>_R4,EXQUXO-TQTG);A\EE*5* MKC:53'48(ZM&A5@I4ZT2>&*O5]Q,@KP1M\^T<,,:-:GT(A,F=YWG]IQRY1T? M: /PMFU[';9K^8UK+,<_'9]A8H6?_])+&V=BHR>%SDLTM-9ZO$ST\@
,Y M>D/BV:>]/RAEZ[F5:3;6-U5LB*GPBY*Q];)Y5B+V\4-6![ZT;O-KI))/XT:& M74Y.79Q]6O38^?:3]%!#&V !C3U.<73;_I;,QAZRS[+]/PB_5AB MC5\^2Q,C&KE,;&UGRY;"-A9/"WLY5?$Z-J=Y>YWP9."VT]V7#/CXZ;QWH2L- MZ>
^:"">U/#6K126+%B6."O!"QTDTT\STCBBBC8BNDDDDD.+&5FMB\E5CI$ M>]OX9.RW[2^_EY*.+'V=-O/S>Y3DZ@ #X;%>"W7G]V8H[%:S#+7L0 M2M1\4T$S'1RQ2,=W:^.2-RHY%\E11TYB./,7&UWC#=LC@WQRNP]E[[^N77H]
MMMXB>1RPQK*O='V]"]X)OWO3Q7C)7?S\TS+3L[;>7D]5'MS M :2/IVM1GUOK[S^9EB=''O_%O&NW5G]Q&I/!2Q][0W2M5(HUD:EG29&=U5 M_FQ4\7EX6A<#U/'DVE5V[KCX;LO9\89W7.%.3<)&G@;)\"U3)[_]NT/>G97R ML]ON>'1OFB1KXO?
XT[9=5'26O2SUAO+F-L M #E2]%7S[?"W_F1=?K]R11OX,_]:_PFU\:/^MOY=5H MG*3T_P!0/!^A=2W"/*? /*&.^--!Y]58UCB2 M%]U9T?[2*/MVR9YO7AVVAPQX(I;BWW;(!P:$1?6-OF9^L?\ Y'K_*&IX/.V M#Q8^O[..?PI^G[H%>IW?[YO77^8G!/\ K!R:=M5TK]7'2];?2
1L^^F)Z6MHZR M/1O=4'!6AXZ3+A!])AAO1;=6>T9WF'5]AO\.\K: MTG&/+E7#XULFY:/>Q.=AR.!W"IA;LE&?(2:ODX[-;(X[VD<[Z=R=\3);,$,$ MFW-C[2O+K#%AR=G;GTEOG8[TZGHE.!C M7.?!/IU_4Z^V0Y%/])5=22P]>WA8O=.^/L&L%Z4OTO6[>F, MY
X\]&9Z.75]]M\9Q=^/+4(I,+(DEW3>%M*EH_9 M#E+62CBO3?%L<\|5."I)':T8\48H[3)UAGR99RSV>/I*9O]]6&GUSTW'2IKU M]6&>S@+'U_9T=.N#^!9U??HN__5/MI@IWX]X;[]R?:7/I]5L^=9UO_3S)_TP M84VZCP_JQ:;/Q/HZ7!@;P;P#EH^L;?/,=8__(]?]"K<'E'!X4?
7]T[/XL_3]G3S MXM_WLN.?S$U'_5_'D^>]A'1H$>M7]$^W\9=7> ZU<)A+-OBKJ/US5=5VO8:U M9ZU,!S/Q[KC-:BPF6EC=)%5=L_'&N8ZUCG/]FZV_'Y!&M7X,]SMNFO$UX/.& M+4TF+O6.^F]?I\X[Z>.N->9^(.5^*->PV@:[RQEL+L6>T;E+4]=Q MM?&:UD-
@R^O8O,6]3W>EB:;*^2ER4;*%^2%MMMM)[+ZT7/+@MQ<5.<2Z8L]> M'AORF%->HOUB;T6G_^DY#8->Y]]<^;?\ M3:[QSPQAL]G\IG+T<,WP:M>V:] MB\?I>KU)+3&,EEO7V3LC?[2*O/X58O.N#),]-H=+9\=8Z[RT+?2'\G]6/7W= MV3TH_-
>I3:GQ!R'RM7Z>^'L>^U9GPV$QNL8#8-FIZ)H]FS1Q[\ @]-]5YURF M62&"*[GK]I[6-F6S#7V4BM/]SCKMNQWFU | =)Z;[-WKU7?YI_1_\, -'^L5 M8R:CQ/HUZ?PO]K_UP?P+.K[]%WG_.]?;3E3OQ[PZW[D^TN?3ZK9\ZSK?^ G MF3_I@PIMU'A_5BTWB?1TN#
WM#_UN3I.W2IS#P#UIX/!W;W'F?XWK\";YE]- M:2:EK.YZILNU;=]%G.RLA[5';GA-PM5:KW/6-[L&YBHQZL]KLTUHVFGGU8]3 M6=XOY=&0_H+_$_'2=QOTK\:='W6+N,G">Y<,5)]/X_Y)RF!S.3X[WK2),E>
MR&NT\MEM;Q^5ETW9=8]VG4)WY&"OC;%6O7F;;=8EEA9YS8;3:;5YQ+[AS5BO M#?E,+]0'K#'HL.#=#R6UX?])Q?..R,K65U_CCAC%9G9MDV#(11.=#4DR=]A MC=4UNM))X4?
9R5^LU&]]QME>B1KSK@R3.VVSK;/CK'7>6AMU[].^BX5EF[+KVH0[!2VS9=9XPTFY9K1_9'D<#C<=:S&R7 M>T7?(9EDRQ01W*U>/92*X]L<=>K'>;9-\D].C;]]4;^;>YL_3=Y(^H?IL,NI M\2/;^9:=-X<^_P#$+'>E%Z$<#Z1CHTY,Z;;^0H8#;;WP#<^)=MR4,D]/4^5=
M3^$V-8R5Q(62SQXG+06K6'R,D4,R=ET3'2HQ%Y8[]G?B\G;)3M*37S<\ M_P!'MUV=37H+NL?D/4N4^+=A^)+ENMHG4EP!GK$>"RM^+"6;$VO[A]67?#>Q M][#KS,C-:P]V-9\5FL;=DC27V-F&Y!NO2N:G*?9AI>V&VTQ[PWI^)_3]^B
M8PG%_%"7X9*MS8L?/M53"Y?=MTQL$OM,7%5HRX5EE6SV+4K8%I6.F/3VF=[\ MJN>345B-]".LN6GQS-N.>D.A8 M86YHK^M\]/&ULY&Z5NJRAA)+6E7=$S? 6S[!6K-K7'\D:/MW"6+GTW!
[]NG/W32MKTI,Y>.FVQ%,LDRU8OF7!:UYM7;:7W%GK6L5MUAL^]$'I'ND_TB&)Y#S?2QNV< MW3'<79'7<7N4N:TG:]+=0N[36RUO#1UXMIQ>,DOML082PKG0H]L?@1'=E\VBF2M^[Y(X^M*=$^W]2'1CI'4#QSA+.Q;7TA;'M.U;/B+KI[Q6W#/27+44FU.* M)/)!GT
GIQ=%Z L3LO2WU5KG(>G#:MGN;SI?(V#Q62V;(<2;?E:V/I[#0R^MX MFO=SF6T+9(L=%:[8V&>WC\BR5[*MAMV9\|;-AF_W]]YQPYHI]VW=;GE] M$I]NHV=QL=9_'N9IPU$LP875\|+O6Q[=>DDB=)7I5M4QF]3YR&W8>U&?[HA@B M@>Y/;OB;W=?3A;3O6(Z;N-

2O|@'IG;NH#BG3)):N0VBOD-R=G,FGC>GXCK7#DMTCDY6S8ZOFOB[LK299&]D[=OE+W[_$=NZ]8TMO.8U215V;'|0W9NR,J;-77$^:^Y]WU?/AT=W\NWPGN]^[N/DZ M5SX[>>T_-[UCDCFC9+$]DL4K&R1R1N:^.2-[4=CZK^)
<%+)7I6|OL|T:JU5P6.3X*DB>7;X9E)|9 M%*SO_'B]U4]W<[5T^2>NT.-M1CCIO+UM/UL81K^U;0LK+'V_#GS=2N_OW7R MJG'0LM[=NWGXO_L^_A9]8<_BH]'[F)ZS="M/;'E];V?%>+LGM][<=E((U[(J MK(J6Z5CP(O=$5L3U7R\D[KV^3IK^4P]1].>
<2R!T_E7C[?/"S5]HQN0M]WQK MC9'R4OQ9?CK79&Q]E\3V,'WPCX-1QM21.Z=EB M=9N/N+Y=U^7 SZ/QKV[1KSUF(<)U-(Z1,O%XNMC#*]]3:!DXXO/Q/BSU69Z M>2]O#&_&P-=W=V1?E)V3S_'OA M=+D\:VU2:Y5^3VL8BQD)_O=/E/A8B+[^R)W/$Z;)'3:72-
1CGKO#(G![%@= MFHMR6NYC&YN@]?"EK&7(+D+7]NZQ2.@>_P!E,W^,QW9S5]Z(<9K-9VM&TNT3 M%HWK.\/V3X^@ '|541%551$1.Z]ODB(GTK_" >F-NZ@N*- M-DE]W]HKY+(0[YK\=K\;\S8:]O='Q2SU>^.K3,7A=?N8W&N5/$[OW97?E4;V;V7\)?-53Z
M.Z]8TMO.8]1^+LY]'(X_(/1G;\)(YVXQKG=_H\ M2)_+^).EMY3!&]KYQ+V_JG4CQ)MDD-:+8_B*].](RELU=V)7NON:M]7S8?QJ MODC?A/BU5:]CV]BH]+V5#D[/]@ /&]EW'5M.])>VC/8S!UG M>+V3K]].*6PK?PF5:W=UFW(B>]L3'N_D/5:VMRK&[S:U:QO:=F.N=ZP>,
<:] MT6(I[)L3D[^&Q6H0XZB]$1>W]YE+5:\WN[M_U3>[O]*=E[1ILD]=H<9U...F M\O#%ZV,+[7LF@Y/V'C1/:+G:B2^S[^;_&/QOA9]7C MXJ/3]7F.#ZP^,LC)'#EZ&RZ\YR]GV+%&OD:$;5[>:R8VU/?=V55[HE9?)/I] MR>9TV2.FTO<:G'/7>&1.L;I]>Z5%O:KG\9G*
[4:LOP&RQ]BLK_-K;E-_@N4I M')[FRL8[M]!QM6U>5HV=]VK:-ZSN\G/+T M M '_U]_@ M M M M M M /07,W/>O<5 M5EQT#(\YN-F'QU,)'+VAHLD;WBNYN5B^.M75%\3(F_OTR=NWA8]R-[8L-LG/ MI5QRY]X^76R9F\&1[ZF/8Y8,3CFN[HD=#',7X/!X6+X5 M?
V=*]$3QOG@ ?Z8]T;FO8YS'LHM7E?G7]5(L1E\9GL92S.&NU\CB\ MC79:I7:K_:0SPO\ .C]$^/ MH /O>V-KGOR-:U$[]]^X# [FC]LF MAL6]8XNFB3V+I*U_<';CL(^1]]R2+7H9$? Z-]IV^%R(]'^:Q-1$9*NO%I]X MXLGY?[_9,NH_MQ_FP5OY"_E;D^0REVWD;]IZRV;MZQ-
;MV)%][YK$[Y)9'=O MI55-<1$1M'1DF9F=YZOIA\ '[FO;+G]4R4.8UO+WL-DH%3P6]$[X7.:CD']MK5G>L[2HGPCU-T=TE]ZMO*U, M/M$O@@Q^58K:V)STWDUD#VO=X,=EIU[>&-%]C.]>T?@*[GNFO:#@;6Q[->;2Q];LQC6HDE][:>CO M8T:%?
NUUFW/X5\+4[(C45SE:QKG)ZK6UYX:]7FUHI'%;HF-ROU%[ER/+9QM" M:;6=3>KXF8>A.YMK(0*OD[-7H_!):61$[K"SP0-1>RM>]>-=V/#6G.>=F')G MM?E'*K'D[. >V.-^9]YXQMQ+A+Q-[M7G?%3)UZ^KI3+?'TZ>BG_%O+>K\K8=;^%E6IDZC(OCG M6GL6_BYI.
[47Q-1K;=&5[%]E.Q$1Z>3FL?XF-PY,=L<[3T;\>2N2-XZO:1S= M /0',_/F X]KNQE9D6 M7B9 U4FF3MV\#'>T3MBPVR<^E7'+FKCY=;)F;MR+N/(>07(;7F[60\+W/]T4 MUYWM+P@]/_V MQ[XGLDC>Z.2-S7QR,Q?$U['-[.:YKD145/-%#ZRWXAZI]AU>:KA-^FM
M;+K:^"!F5>OM_AV]^R2NG=^^9BHSO\ +9*]SHWS8]?"D;L^33Q;G3E;]&C' M]+5Y7YU4>Q&7QF>QE+,X:[7R.+R-=E]E=]O]I#/"_P!SFKY*US516N:Y$/Y;.KZG'6S6WL18KD\]K)BM?DR;$7 M^H-G7:ONCB:QB?0AMK6M8VK&T,5K6M.]IWEX\?7D ?:I7
M;F.M07L?;LT+M61):URE/+5M5Y6_@R06('QRPR-[^3F]BH)C?E/1]B9CG'5F M[PUU76]\U36^49EM5'^""GM[8T^%57>38V9Z"%]):KJGDMIC?:M5.\C9/$Z1 MF7+I_P"[['^35BU']N3IZL_8)X,;,-FM-%8KV(HYX)X)&2PSPRL22*:&6-7,D MBD8Y'-
]R]YSG*OF]KW4TLSXP^ #S+3-_V_ M0,BW):IF[>+D5['6*S'^UQU]K?\ G'?Q\OC]VV*WNB*YOB9W[M5]]E3S:E;Q MM:'NM[4G>L]7<*]06"Y2BCPV2CAP6ZPP]^7&>-RTLNR%G>>WA99.[E\+45[Z MSU6:-O=461C7/3#EPSCYQS]W8LT9.4\K,B3B[M M M M M
/6/*/*^L<583XSS\>.V2=HZ.>3)7'&\]4ON2>:-YY/M2?'6 M1=3P]2*ZIKF-?)7Q,#$=WC6Q&CO.9*RSMW]K.KU1RKX$8U?"F^F*F/IU]6&^ M6^3KT]'J4Z.0 9!\4]1.Z<<35L?.U.4\Z]=:7N^N<@8*ML.L7V7:,_P B M6-?"RYC[2-1TM'(UD>]U2Y#XD[M551S51S%6' MEZ
Q)YOZF:&C3V]5TMM7,;7"KH,AD)OW[$X&7MV="K6.1,CE M(OMRK^[/ESQ3[M>=OV3IV+9L_MN3FS&R9>[FU:]*^ M5N3+I_[L?Y->+4?VY/S_-_L](Y(YHV2Q/9+%*QLDU',>Q[55KV M/:]*BHO94,C6_P!@ !X?O.]:YQY@+&Q;-=2K3A5(H((T22]D+;
MT58]./K]YBV+,J-5>W=&L:BO>K6-5R>JUM>>&O5YO>M(KX=$$P>5>H3=>2IK- M&*S+KN].>]L.!QT[V.M0>Y%S5UGLY:Q]FUV^79GB3Q+OQX:TY];.&3- M:_+I5Z$.KB 'N'C/F_>>,+,3,7??DL![1%M:SDY9)L9(Q7*LBTNZNDQ5IW
MB5?:0]D<[LLC)$3PKSR8]Y.O7U=<>6^/IW?13[C+E/6.4\(F5P,ZPW*[8VY? M"67L^,<38D\2(R9K5]359EC[X#B63-[Q6LS+$Y'HKF M]GLK,5)9&[B]L;'->O;%AG)SGE5QRYHQ\HYV30W+?=LW_)+E-KS-K*3HZ1:T
M#W^SHT(Y'=UAQ]&/PU]D7DB+X6HYW9%UYWM+P\]/_^ M6&::O+'/7ED@GA>V6&:%[HI8I&*CF21R,5KV/8Y$5%145%#ZS X?Z]LYKT]7 M!4Q=RO?QU^O':I7:LC9:]FO*WQ1RQ2-[HYKD7^^B M^2^9CF)B=IZMD3$QO'1]T^/H
/BGGAK0S6;,T5>O7BDGGGGD9% M#!#$Q9)9H9%:R.*-C5[VY8GM:YQ=/\$I1]^"YM[HT6U< M7MX'LP4,S.U2LWS3X2]]RO7SC2-&H]^S%I_[LG7T8\NHGNX^G]PDNW;F1M3W MLA;LW[M]19;-R[/+:M6)7?A23V)WR2S2+V\W.554U1&W*.C+,S/.>KZH? !
MY#K.U['IV3BS&L9B[ALA%V_?]D[M;,Q%[^QM0.\5>Y7=6W%GB_W; M_:UQS@9]@V:ZE:LSQ1U*D*D7@DR&4M^%7,HXVLY\:V++^WTJUC&\]W/SX3 ODBYFZSV4N3DA3]X@ ![BXRYPWCC"S#'C+SLG
MK_M$=:UG)RR2XZ1CG=Y5HN7Q28]TY%54DA^2KNRR,D1/"O/)BKDZ]]U=<>6^ M/IW?14'C3D_6>4L"F9P$SHYX%9#EL/9P ,+.:^]:O@)K>K<;O]Y', M1*^OD-G>V.UC,*G=CH<3$OBAR5V)WX4KT=6C5.R-E55\&K%I]_O7Z>C+EU& MWW:=?
5/],YS,;%D)\MGR^2LKWFNY"S+:L/3N]M8DDKG*R*/OV8QO9C$\F MHB>1LB(B-HZ,[C[,M6S$OT MHV6%S'>%W;LY]_)C[S[QU9^\)]4T>;L4]5Y*DK4\G.]E? M&[2QD=6C>E>J-CKYF%OA@HV9'KV;.Q&P.[HCVQ]GB=CRZ?;[U.GHV8M1O]V_M7U9M&5] M '_]#?X
M M M M M M M 'IOF[E6KQ5]$N2C]E/L.566AK=&3L]2W$C19KT MT?O=2QC)&OD^ASW,C[XT5.F+'.2VWEYN67)V==_/R2*RF4R&;R5[+Y:W->R M62M37+UR=WBEL69WK)+(_LB-3NY?)$1&M3R1$1$1*41$1M'1.F9F=YZOSP^ M 9+].G--
GCO8(=>SEM[M)SMED5ELSW.CP60F5L<67KHO=(J[G=FVFIV1 MT?:3SAWPY>"=I[D]HH]*B*BH]*G=%3S147Z4_D,"@_H M P(Z]N:K#)Y^+]6N.@8QC?LQR%9ZMDE69GBCUZ*5O96PI$]'V_#YO\ M38E5$25CM>GQ?[[+?1DU&7_?G7Z_[^8&FMC
_J*]*BHO94\T5/45/I M0"G/3)S3-O>)DT_9.:S;7@*]2U;LR_ONT.QE2>]>M2KVCKU:T3I9I7=NZKX6,7R1%%55\D15\C[$3,[1U?)F(C>>B0',7 M*^6Y6VB;)SNG]X&B^6OKN'>_]]HTO%V^$31M1B/G>BKV7LQ%5C&]]. M+'&.NWGYIV7).2V_EY/4AT<@
/*M+W'.:'L>/V;7[*U[]"3NYBJ]U[M5 M_9+-"[$BHDU2U&G9S?>B]G-5'M:Y/-ZQ>O#/1ZK::6X]]5C./]WQ/(FIXG:L M0Y&PY"'M:]*]'S8[(P]F7L=87LU?:5I^Z(]LB21]UZ]X7(JS;TFEN&5.EXO6 M+0\S/+T 'ICG#E>MQ3],E^%(K&QY99:&N49>SF.MI'WFR-F/NCG
MT<8Q[7O1/PWN9'W;X_$WKBQ]I];;^WS>KZ(? , MG.G#FF?C[/Q:UG;3G:7G[3(I5E>OL\#E)W-BARL7B7PQ4Y5[,MM\D\':3WQ] MU_#/BXZ\4=Z&C!EX)X9[LJF(J*B*BH]*G=%3S147Z4_D,#>_H M M M M ,8^I/F9_'.!BU[7['@W'8Z\BPSQN M3VF#Q"N=#-
E4[+XFW+$C715?+LCVOD[]XT:[O@Q<=N*>[#AGR\$<,=Z4M9)) M)9'RRO?+++*]TDDDCG/DDD>Y7/>]E[E5SWO][\8[+;5^-OR$CG/7")D=YK5R$CE^#H]_(G7P)W21$;EU& M+?\ W2O7S:]/EVGL[=/)0PQM@)@]2_-,V[YR?3=?MN;J&!M.B MLR02?
(V#+UG]R6U(YCO#+C]4]*VNWS:]R++Y[X_!NP8N&.*>]+>]!GR\<-[' MZL5#0S@ ?:HW;F-N5DD4T,L:M?']&]]* MBHO=%$$Q$Q[MB]B9B=YZJ[V\8SD#.:6#FRW-R+\(@!EVQ.D$+]F\1@.4V6S(ZL7G%,:]C*FRJ%I0FVZ21(2.
[36YU1OB[*C&]WN^2U53U2LWMPP\WM%*\4HY[ONN>Y V. M_LVQ6EL7KCU;%"U7)5QU)CWNK8VA$YSO8TZK9%1]=U]7/& MO1-O:;VXK=7B1Z>/;'#_*N6XIVF#*U736,)=?#7V/#MU=)7?W:].[L5?]Z+SRXXR5V_)UQ9)QVW\O-8'$Y6AG,9C\SBK
M,=S&Y2G7O4;42]V3UK,;98GI]+55KD[HO96KY+V5%0G3$Q.T]5&)B8WCH_0/ MCZ &*O4SS1+H.'CU+6[2Q;;L-5\DUR%AFP.&>YT+K<;F[CH\A? M>QT==4\XVM?)W:Y(U=HP8N.>*W=AGSY>".&O>E,)SG/5KTT^]8=\J["9OBE? M@))7>;H9F^)U3Q+\AR+"G='1-
;DU&+_?I7Z_[_.]/E_WYV^G^_F?ID; M_*SF:QNN8?)9W,66U,9B:<]Z[8?W7V<$#%>_PM3Y4DC^WA8Q.[GN5$ M1%540^Q$VG:LODS%8WGHCYRSRCF>5-IL9]\Z6OB]][I:^OX99/%#B\=XD\/= MJ*L;[]I&-?8E3S>_R3LQK&MI8\<8Z[1U\TW)DG);>>>CU<>W, #S'0]XS
MO'FRT-GP$ZQVJCO!8K/5?@N2H2.;*QUUGFDE>RQOXO$QZ-VL]K53S>D7KP MV>Z7FEN*%%C=)W#$;YK&)VK^2>*EE*Z2+"]46>E:C58[="RB">3;%.PUS'?0[M MXF]V]BK-O6:6X9Z]5;1>L6CH]K/+T 'HSGKEN+BK4 ;TEBFVG.^
MWI:_6D]+FP.8QOPO+SQK^"7QK96]F]E229]&K\E7*G7#C[2W/NQU6U;MVI7S6+-B9ZR2S32R*Y\DDCW*]]]U4HQ$1 M&T=$Z9F9WG]^]'P #*OIHYIFTC.0:;L%MSM0SUIL5:2>3Y&OY>R]&16H MW/=X8L==E5&V&^36.5)?+M)X\^?
%Q1Q1WH:,&7@GAMW9_13XPMX M)Y=5/-$V0OVN,=:M]S&8^1K-LN5Y/._D8W>+XD1S?^]7'/:BSHB_+L)X%1 M/9]CMFGQ;1VENODQZC+O/9UZ>;",U,@ '^XY)(I&2Q/?%+$]LDQ[51S'L:1Z>USF(16P
MP9547Y3[<$BMBM+YHKW,D[]Y5:W!GQ<%MX[LM^#+QUVGO0R;.#N M 'Y.=S>-UK#9//YBRVIB\13GO79W)W\$$#%>Y&,3Y4LTBHC6,3NY[U1]=U5$ M/L1-IVC]^3,5C>>B//*W)N9Y3V]SG:OD7LG9C6-;2QXXQUVCJFY,DY+;ST>LCVY@ >:Z!OF>XYV6ELN M
L*R:NY([E-[W)4RM!SVNL8Z\QOD^"=&^2]O%&]&O;VD7KPV>Z7FEN M*]QFE[=B=ZUC$;5A)%?0RU5)DC?V]M4L,A=^^XS%6V*D>.A[R='7.W2.C-J,O#]RO6> M]ECF]QG(V<:[3<=/E*59\FK9"P]7S7]%6-7SX>>1W=TEG' MP,62!R]]NKMWLV^+'],6WWZ]/-MT^7?
[ENODS8,K4 M M ?_]'?X M M M M M M $C M.HO>Y=XY.S2Q3K)A];EDUS#QHY5B1F/D='D+;.W9CEO9))7H]$[NB2-.ZHU% M*.&G!2/6>:=FOQY)](Y/1)U<0 "L'3'ODFZ\9T]MZ99LO]4R:]<<]> M\LU."&.3#VG+W3L].]G-D+$37]O- M&*]_0>]5X[Q5XO;@I-O1%>
[=M9&Y;R%Z>2U=OV9[MRS*OBEL6K4KY[$\[CO+O M)-+(KG+]*]5(C;E'1,F=YWG]^]'P !Y5I&V9#1MLP6UXQ7?"<-?ALNA M1ZQMMU%[Q7]$CD[[D-^E))"> C7][>?;MYO6+UFL])>J6FEHM'DMCC,C4S& M-Q^6H2>VHY2C4R-*9/)):EVO!9K2(GGV]]I#*U?
C)DQM.T]52)B8WCH^\]?' MT 85]8V^28S X70*$ZQS["]*)T&.FDCN7&>%58_XPO\ M)&O M[=UB]FB_@H4<-."D>L\T|T[-?CR3Z1R>C3]X@ %9^FG?9-XXTH1WIO:Y MC5I?L=R#WN[RV(*L,4F+N\ -7K[:A(V-SW+W?+"]2?GIP7Y=)Y]."CY8]8 MY,@CB[M M M
^"U9KT]UFY,E M;!5J036;,[_)D->"-TLTKU3N]-CC8]K_"(.O+S.B*G(VYW-_P!TS^U7'/[9 M*])\!@>O_GBH/WC&VUOL*<;$=V[(Z3Q.][E[U^5BE8K"7B>3M>I>;WM+1X K^M]>!!'*+D^<5)3C*S:%L4+O /*KN+G&&3 M]0SXR\GAiso &+,(_-
AMNE\&RS6^%J-R^/>ZED7(QOE%'8LP++&WZ(I&DS)7@O-? M)3QVXZ1;S>QSP]@ #T9U$;]H/&>5M49O8YG//;KN(>UW:2";(13. MMW&=E1[74\=#,YCT_!F6/O[SKAIQY(WZ1S21)130 #W' MP1OLG'W)&#R4DWL\3E)F8+/-<[PQ+CYR]^> M:G'28\W7%?
@O$^2PQ-4@ M M M M M M 3"*_DV-5?#-GLE DL22)YM>E#%2L\"IYM=9E M:ON\MNFIM7C\Y8M3?>W!'2&')I90 "B71SOLN1PF:X^OS>.77U^.<& MCG*K_BF_85F2K-3MV;#1R;IK[Q-)\F:YE:@ M !]/(WZF*Q][*7Y4@HXVG9OW)W=U;#4IPOL6)7(G=52.&-57^\?
8C>= MHZODSM&\]$3]ZVV_O6VYW:LBYRSYB_+/'$YWB2I2;^]4*,?FO[W2I1LB;Y^: M-[KW555:=*Q2L5CR3+VF]HM/F\2/3P ^Q4M6:-]M=IS25K=.Q#:]V(MG*R6"S7D;+!-&Y/-LD4K$G..]TW&6XQ[]HFM;6U&MFRF.8M^ M)G9&PY2H]]+)Q,1/-
(VWZ\G@[]E5GA7Z29DKP7F]GCMQTBSSL\/8 M P;ZR=]E]4<%QY1G6-V3:FP9YK%5%?1KS25\34>]+V=%/=AEEG3HY %=NG??9-^XSQ5]]-[;,X%[M=R[MW.[R3S8^*%U2X_NJOOX4R2=O=Y3LU.#).W2>:EAOQX]YZQR>\SD MZ@ #UMRYN[>/>/MCV9CF)?
KU/@F'8]$,E^"DV\T9)H;$TMB>1\T\CYHI7*^2665RODDD>[NY M[WOY&>)%1DB-?V[M3MYO6+UFLO=+32T66]K68+E:O-?%'-!/&V6&5B_2R2-Z*B_B4E].7F]=7S@ &"W65ODM>K@>.Z, M[F?&#$V'/-C>]>T]0SR5\/4E1/)\W)N]+-P2YO#L(O'6&K37VF:3TE1,Q-H
#V;/T]6UW-[)D/\ MFSP>+NY.=[.1KI6U('S)!&]HO[[82(5*Q%8X M8Z0ES,VF9GK+D$[5R-*9.ZHRQ4F9-' MXV]T]I$YS.SVKY/:JHOD]B8B8VGH^Q.,B@XVH^9,SM.G^VIYO';DQ).CE/;]7P.ST?*MG,74R#=B=7DCLRAJ4&'N4(JU"YC1 Q\<#.@<. >,C8]*9CWLZ@'ZN'T0F4YS7?U@'7'Z?N'&=I:@AOOM+\VJ[B8"F=Y6C8"F?=0(*]<2]-<&<>8+<>=R.$4]TYN+9QB+<4(WMRS=-M7H]Z.7K7^5F2@S7^>CmKP=9B$8V\9"F?=8U'8@X^&!=$6SZBN/I^#Z$!"9^//*(@)7>
<58M'G#R,\O0 M M #__TM_@ M M M M M M M M \;W+,KKFH[3GV]GCPFNYG*Q]U:GBEQ^.LVHF)XO)7/DB1$3Z57L?:QQ6 MB/67FT\-9MZ0AXYSGN<][E9>Z]D\NWO[&;51 M]V+>DM6EG[TQ\E(#$V@ ##CK.SY51$CEKHYKO-/D]IYO'%68]8>]3PVBWI*X!+50 M
!XON^:=K>F[7GV.\,N&UW,Y.!>R*]V*>/L3UVHB]B*Y\[&HG=43NIZI' M%:(]9>;3PUFWI"'Z]KE5SE57*]]]O=55?-555\U55*B4_@ #,WHO MSDE;U"Y6S7,=#A8^WB[N9G+U7$VD[IY-[4K[M[^R+UPQQ9(ARS3MBE M'XHIH H=T59Q\^O[MKCWIX,9EL9F*['.3Q?
\UFI/4L>!%7Q>!CL* MQ5[)V17_(W>>/51]Z+?)MTL_=FK-LRM0 GEU]9R278-*UM'=H]. M&O9R1B+Y/DRMWX!"YZ?3[-N'>C?Q>-WXS9I8^[-OFQZ]><5^3",U,@ M MEQKFW[)Q]I>LEC(ZUAY[CU_C7DHPQWE]Z]T^&,?V^E4_Y\3,D<-YC MY]M]X]1/R>;GAZ M M
M M "(F M_9N79-WVW/2O5ZY38S@]HQC>_FC6H5*1PTB/DE7 MGBM,_-XB>GD]\]-.]>%W:#+NOX.VWOX?:1Y"C/\';W]WR< MC#_MV_#V\O>G+/&^*?D[8]VRPK@3E$ >B.I7-R8/AO;'0N5D^4 M90PD:IXO./)WZ\5U]]ON"-\D..>=L4I&E%. % M'>B_/MZ=M> D>C_
(ES]:_"BN17109NEX$C1O?NV-;&(D(IU MZWEV*.&-L<)N:=\LO2)U<@ #SGC+-OUSD+2 M\TQRM;1V7$/L=G(SQ4I;D5>_'XE\FI+2FD;W7R3N>Q._=/:-S#$=V1>_A;W[=D[Y=5'W8M\VO2SSFOR4,,;8 ,(NM7. M/@P6D:XQZHS)93*9BPQKD1/^:15K5*WM$[^)4>
[,2*WR[*K%^E$-6ECG-F75 M3RBJ>9L8@ !8+IZSI2PQMCA-S3ODEZ7.CD >>\6Y MN77.1])S,;UC2ILN);85.Z*M&U;CIY"/NGG^^T;$C?I_"]R^Y?.2.*DQ\GO' M/#>)^:UA+5 !C%U;YM^*XDFHQN\+MBV##XB1&N1'>PA^$YN1>WX2
ML5^(:UW;^O[+Y+V7OIXWR;^D.&HG;'MZREF;T\ 5#Z0\W)D^*9,; M*]7+KNR97'0-5%^14MQU,PSL[MV5%M9*;R[]]=OH3L8-3&V3?UAOTT[X]O26 M4QP: M '_T]_@ M M M M M M M]9\S_P"]/R)^:;_.F*4]XO$K[O&7P[>R,132P M
!DUTE(]\P5%1%5&X#.*Y43OX4]C"WNOXD\3D3^^IPU'A_5WT_B?14\P* M P+ZW47MQDO;R3[T_1W7[%.R?\?937I?OI_+)]O[?K_# HUL8 M]#T?_[T]G\\LQ_TQ8@PZGQ/HWZ;P_]RH,[0 (R\TM>W MEGD-)&N:Y=KS#D1Z*B*B*^!]H[HW(B^?
A=&Y%:ON5]IV\BGB\OLF9?$M[O6![< MP !>.NDR00)85KK"0QI.YGX*S(QOM5;V1]>%7^WDA)5WS M /5/.23+Q%R"D'B'\?V-WE=X5[+[%/ MGNO=/D_!T=W3Z4\CIB\2/=SR^'/L MC84DP 9/=(Z3+R]"L?C\#=W5GDO?Y7 M9?H\N&H\/ZM&C\3Z*EF!O M M M M
!C1U9HY>'KZM1RHW.X)7]U%5&M^$O:BO[>2-\FIY^7=4.^G\3Z.&H\/ZI M6F]/ &#21]]_:+MO(>P5OEV\#6)XO/WJG M_%EU72&O2]94(;8)A]8B2IRK063Q^!=,Q"U_$UV7W7O#GR?_IG#OR M@U7KQ7XH&I2TJ(&R.@?N7(Y-BHYs%T,8Q@! MLTSXB9JKE4LGLJLQLNNi51K\\!N
M%;XE[K[%6OV7NOR?@ZM[)]">1.S>+*EA\|*'N4Y.H M M M M M 075%1514[*GD]+Y*BI]"E9(?P ! M[-X8_P_P!J]CCO\\[L)_TVQ:|.8TRB6S*MI&G5$ 0E6Y:&&?Y=+<]K?%|TR]@EO+4:F42U5BG/4KG2NCT9LY&2.#6] V7Z+<*2$\HF]|9&TSFB:TKU55N= 0)]:1X8YZ]A>C2]>2[].6CJC3@@OM6S:IZN\:?k;zAM6o}a6xo#Cl/TUZ5&6*.s@B/b-^aZ.]MF*9y;G>6Sa+NSPOe8IF$=3:1e+Q2XWw_[^.Z?N*a}$U/+D;A*6g/:U]f;[A.E9Q'.6J$E!aRaZSHYW-yQC)UZ^R]Rpn{uX
5_;]?X;-+_'?3 M^6?)D:P !%7E9KF\H\CHY]M5=\VYW9R*B^%^?R#F.[+]#FN147Z44 MJ8_#K[0EY/$M[R\ /3P ?>QOB^,F.H9LKN&=\2'Q>/XK]N7P*]+[)N5Q M[I^_;M\GV*.\7XV]SKA\6'+-X4H^E%- &5_1RDZ\]9)8N_LVZ5EE ML]E:B>P^-L C>Z*]*Y/A"Q^2=U[^?
N1>V?4^']6G3>)]%.C"W "> MO6ND_P >Z&KE3X,N)S21-^3W2=+E'X0]^7B[+&L7;NO;R\OI[[-+TECU76/3 M9A :F0 53Z34D3AW"]]'HUV7B M1?I[F#4>)]%#3^']62QP=P !%/E7_ 'T.2/S]W#_6'(E3'X=?./V2 M\GB6]Y_=X$>G@_1Q**
[*XQK457+D*2(B)W556S$B(B)Y]]]D/Z/L= M5V"2K ##GK1_ZD/5?SN;_H;)FG2]^?9FU7^*6-[5:^.2-RM>Q[5[*US7^GT*54 MM\8? #,_HNP3[.W[9L;FJL.)U^#$M5?P?A.:OQ66N;Y>;V089Z+V7 MR1_G[T,VJG[L5]9:M+'WIM\E&C$V@ ##_ *RL%)>T+7\[$Q7K@MB2
M&P]=^T5/4Y8G2N^A&_#$[/T[T-FG:\QZPS-F:Z/I*:QM80 !7 M3IMP4F!X2]O?2!+G?Z:)9_QGO#KMOPX.TmQ^8X]]9O-JW#8&Z=F+5E6^>"^8\R--^B[.=SYA[+0.25,]Ju;?;8E:Q*$X=#$?+ZYyA6j2!=rTzaAN!jtWS(*Gy)n,xhJ_V^c^c{GjL^E
MQ_&NP8]K,G97(RHZW$Z[*Y$\U9!4:][O^>6]>;SPTFWR>Z1Q6B/FMR2U0 M >.;CA5V34MGUY$8K\WK^8Q4?M.WA,-?Q]BM#(O?LC5CEE1R+Y=E3O] M!ZK/#:+>DO-HX]S'K"'CV/B>^.1CHY(W.9)&]]L>Q[%\+F/:[LYKFN3L]+YH MI42W^_^ &:G1;@9+&U;?
LKHT6#%X*MAF/..## M*CNWFULB=^R.\\VJG[L5^;5I8^]-ODH]8FT M M M M 'IWG_!V/V'V>*435=-6Q3')$N6:.+',?)@DH HKT6X%%75]QV.1M3,9U)ABH'.145|>#]2V'OC[_P#.-TN:5]]GDKF*G\7RQZ[]?]Q17 MI,2P=KVT+$=ΕWK+-0 MRM0
GSUJX&2/;:3L[&>**WCWLW>[OY[-+/*:L>]CG%ODP<-3(?U$551$3N]^2(GF]]OT(!;? MCW!/UC1-/U^5B1V,3KF'I7&HWP?NBHP_#G>'Z%?<5[E^GNOGW)=YXKS/S5: M1PTB/D\Q/+T M M M M $2N1L% M)K.^[A@I&*Q,=L65A@1W?
NZFZY++1E_/PSTY(WI_(XJ4GBIS_)+O'#>8^;P ML]/ !D!TQ8*3.J][F_&=R!%_M^2HO;Z3EGG;%%/S=L%%U_%\^CNH_R9_AS<(H6*^QBZU7/ M1=D[^&/#7(7]Z]#+3(2?)(ZBV-.DT?W=BI)OBV)W(P:6$Y%MJ+?&T4"W&1S5_(NWQ)R*2F)RJ%=G2;R)$=N@L>L7:Z*:R
9,_*Q6+G=@95@547]][86FQK]6K[E9\+R$[/^OF*8M3.]XKZ0W: M:-]3/K+,4S-(D5U(X)^!YBVYGA5(,M/4SM5R^7M&92#-9-LD_Z+.KB >P.*L%)LO)&DX:-BO;;:V3% MR64;W[I1I667LB].WG^]T*TCO^(\9)X:3/R>|<<5XCYK4DQ4 'AW M(>"?L^B;?K\+$?
8RVN9>G4:K4?\ [NDI3? 5*]^_AMHQ?H7R[E\RIZI/#> M)^;S>.*DQ\D2%14545.RIY*B*2H]?0I42G\ 9R=%6!?E=VV=[.T M57'X[UY%1/WR2]9?D+C&&+[T]BW'0*[W?U1OO\^V753RBK7I8YS904QM@ M PKZTL#):UC3MCC9XFX?,W\5.K455;'G*D5B-
[^WDD;9<*C>Z^YTB]] M/G]TL_>FOK##+]H^[%O24CE8C8Q8Q^SQSSXIV7G:JO M@D1*=MV PLK?>CXX;K6=E=\T1O9?>J/+TA(M*RE69@O]#8#].&T*SQUTX]QXeEDDDnEdFd;Wjc.4BE+ (^I2!Z?!5Km-^3 M I!9Ct?5x7+=wsXGjz+= GVLpSWKsi.7i}dO-)?
/8G$N"DV3DS1\/&Q9&V-DQD]EK>_?X#CYVY(N3MY MIX*%21>_T=CQDGAQS/R=,=>+)$?-4F*8 QIZL,%)F.(;MN)GM'Z M[FL1G%1._B2+Q3X>9R(G;Q)"%EU7?3SMDV]8<-1&^/VE*PWIX M]3TCX)^)XF9D96]C]DV#*]:-7>3O@U?XA/A8F]NR^C/:X]1R=_?X
M^_N5.V#43ODV](4-/&V/?UEE <'< M M !__U=_@ M M M M M M 2;ZE] DTGDK)7?]#!)) MMSY]@QDB,1(6VK$GBS-B)BI\E'5LA(KT8B(C(9XT_E6A_EVQ=PH]ASWbcjs#d+IZa^1L(F_@=++<8:\7?c7LN3v@P=uLgmrc6x?{
NJS\]^/)RZ1R4<-."G/K/-[Z.+L /$=]U.OO M.F[%]=ES8V9O&3589GHKF5KK/#8QUMS4\WMIY"&*7LGFO@['JEN"T6]'F]>. MLUGS13RF,O87)7\1DZ]ZF1QERQ0O5I$[/@M5)7P3Q.^A59(Q4]IY+]!4B8F-MXZ)=YZ]D:#+DMER7(-V!R8_7H)L7AY7M^3-F\A!X+CXG
M*U4=\ Q4SFO[*BHMIGXE0S:F^U>U#SE]TU-[<<]{4;.3: $E^I/0 M)-'Y*R=F"!683;'S;!BI&M[1-FLR=\O2:][(C$?4R#W.1B?@0RQ?C*&"_'3YP MG9Z<.3?RGFQ^.SB 5TZ=M DT#C7&5[T/LLUL#UV++L>-LL,\;X9HGIXF212M5DD
M;VKY*U['*BI]**!%WE31K7'6]9[6)HY&U:UM[G#32=W?"\);>^7&6$7RD>D M"^SE5.Z-FC>WWM4IX[\=(MYIF2G!>:^3UX>W, .![FG4M9"W5H4H]:5V M[8@[5*L#%D[LVK,K8:.[S]\$+&MIXK%DDL..?D=ZI@K?F@)*P)=+G^.;X3J@>V#RJV0ulFyd=K37h+@?
M/3P]@ #TSSWH*^0^-LQBJ*?m..DL*C2R@ %(.C_C^3#:SE-[R$'L M[FT02Q"2.[2QX/'S/ :SM5>SFLR>1:OEV[.968]%5'(8M3?>W!'2&&[34VK MQSUEF29FD ?7MU:]ZK9I6X66*ERO-5M02)WCGKV(W130O3R[LDC>_M]+_(HZ'7E/1%;D;2[O'VYYW5;K9.V.N2?
)Y$_YO<5.Y9<;=1R(UKEGJ.:K^_MWDV1'-][5[5*6B]8M''7>LTM-9>#GIX ?=QN.NY?(4<5C:\EO(9*W7H MT:L+?%+8MVI605X8T^ETDKT1/[XF8B-YZ/L1,SM5'5:KC[4[^BZ7KFIUU8Y,/ MC88+L?SM'5:KC[4]^BZ7KFIUU8Y...
M 85=8N@2Y/"8;D#'P++/K_?#YQ8VN<_XGNS++0M/^AL-#)/2/8OT][:+ M[F]]:M-?:9I/FRZFF\1>/).LV,0 !G!T<!)9RN9Y%Y%M[O0*E7&PR8+ O MD;Y2Y"VUC\I;A5>SO]QT5;#XOP7:??7_?EB@W^IY+D*D;H[*%>)%0%ACOIW!7E'0S8@GLV>F*]mEy4sLL.3#l3>JtIT]Bx
M(B)Y]]]!8/@707\>;87%6X%X?8YG)>//9U]IV?'DRK$Y]R?2>]=N"6>>-!@ZeNK.Q8Y]U]M*Z@Q!-DL,K%:Y%'T5'%,5G.,56_!<4>8%Q-R*5]-2/?^^.]]&_|VU^*uj5VVWE<)mGY/u3Fk%Y=^VTn-7M %\/$^WZm7EE]^XTu^YJ3i3/#YS0xU2+Sm%u5v0y?#B/=
(Q/>IXR7X*3;S=,=..\5\EH8HHX8XX86-BBB8R**-C4:R..-]-8QC4[(UK M&HB(GT(3%-_L PFZQ>/Y,CA\/R'0A\2=YL8@ #.7HXT" M:;(9GD:_YM6G#)@<^"Y[51)[ECVFISF\^R@AC; !^1G\+2V/!Y? 9]GM*&:QMS&6VIV\207:\E>1 M\:]BHV6-)/$QWO:Y$5/-#
[SQ,=8?)B+1,3TE$_;-R6G;)F=8RT:QW\+>F MIS?>)\+9F-[/KVHT[N_>+E9]8_->['H5*VBU8M'24NU9K::SUAXZ?7D M !^YK6O9+:_B-;P*SY+,WH*%5G9RM:Z9_9\|RM1RQU]T2.DE?V[,C8YR^2 M*?*+8F]#=I&#F]5*#L#%DFLVK,K8:!\$+$+$\WRS2O1K43S55$\N<]'V(WG..]T?&.F1.!:!HFMZ MHSP+/C<>Q;*>*>.0!2*7
PNN8Y.U+"8RGC*ZJG9TC*D#(?;2>:]Y M9W-5[U[KWL]E8BM8K'2'9[9]?0 M M '__UM_@ M M M M M M M >K.7^,<=RIj[M%K V',K92LKKVOY)R+_N#*1Q[DOA17.17.I7&&I8=R5'2[=FK1*A++A3\AfRN=2X].[>[|D@{<]A(&Hd;z#GH3;?&_^Y9M]2_F3Fi.;
EL78=6N59?"]LD:B.:YCV*Z.6&6-R/C> MU58]CD0 ,L>FGA*QN>9K;MLE)S=0P MUE)]-EBHS8LK7?^]Q1L=V]KC*$[$=.[\"21]1?*_?49GSY8K'!7O?LTX,7% M/%;NQ^]G!A;@ 80]4O"-C,)+R5]=)T^0K0(FUXVM'XIKE2O&C8
MLW7C9[J2Q3@8C+#415="UKT[>! BU:?+M]RW3R9=1BW^_7KYIZ&QB ^ M6"'":S-#6K0RV+%B6.""""-\LT\TKT9%##$Q'/DED>Y$:U$555>R!]Z]F]. /" M[N-<%+G< UNY;#!&VU$Y&/=A,7XFRQ8EDC5>BV)I&MEM*U?"KVL8G?V?B=@ MSY>.=H[L[
^%V<;SWI9+G!W #ZUVG5R-.U0O5XK=*[7F]6ZL[$D M@L5K$;HIX)HW(OO11+1+WVOCEC>K7(OO11[3O'4Z[Z\Z)'UC5[3W8B[+YHW(4F^2=U_?XD21//QM91Q9(R5_R3LN*<=O\7I ZN(M 'G'"N@9WDG6Z6LLX9:Z4ZS 3N9)6C
^4Y#S>\4KQ2]TI-[<,+$Z9J.(T76<3[V#B6.ABJR1)(P^WMV'LEJ]:JE6L4K%8Z0\H\/+T 'JGF' MC"ARKJ%G!S.CJY:HY:^O9-[7*E+)QLM&[&IQ3-[.[-5'HU7L9VZ8 M\DX[;^]]DC?-KFK^#),#Q M4?
&]O=DC'(Y]]BH]T:VBT;QT39M8:SM/6[^0?7P # #+;IFX8WK8H]TDH)K6'Y'T-Z/PVYE!CD$H:/:B%"H@%!S:2.^AGW^.&:,Y)%+-)SLUEwHjD8UZJ:W^yx}Zm~9H]#-9PDBZ!H%w6(u/n7UA28.HA@Z2MMV+^#%N}j]Q>/q"#C~vE,
MV1[D[8[XDR]EZK+< M5K6]D>+R<[O%XN_ABL/5GR6NC:FW!EWC@MWHZ,6?%PSQU[L]6'9I90 / MTL1B,EG\G1PV'I3Y#)Y*PRK2IUF+)-/+(ODB(GDUK417.#PQU*SW(DBT,;&Y M8XNZ)XW*^3PM616I-RY)R6W\O)2Q8XQUV_-[@.;H M M M M M
#QG<=3Q&\:WE=7SD*RX_+5G0O.1>/,_QILMO7<] M"O=BNEQN19&YM/+X]7]V"_4 C MS6!@C7@E6FQ/"QV:QORIIL.^1>R?"&R=Y*]N7PI(YS/DI(KF]\.7@G:>[M+AFQ=I&\=Z$&KYX]TTU:S#+7L5Y9()XWQ3031/5DL,T3T:^.6-[51S1S51 M4[*;V#H*(/@
%!>ECA*?&_!^3]]K%;L5W_8CCIV]GUZMJ)62YZPQ?E-_MEM5WK'6:O;M$]TBHOBC5N/49=_|*MB,8V5C][LR>)GM9$|:-BB1R.ED5&]T3Q.;XR7C'7BETQTG);A MA8C5=9Q.FZ]BM9P<'P?%XB]VM78Y?%)(OB=)/9G>B-22S;L2/ED=V3Q/>]]D
M]R3;6FT\4]94:UBM>&.D/(#X] !Z>YKXII\KZC)C$=#5V#&.DO: MWD945#077,:V:G9>UKI$H9*-.K)?"B^B%S62=G+&C5Z8LDX[;^7FY9<<9*[>? MDD3E\1D\#D[N&S-*QCLICK#ZMVE:9[.:O-'[VN3S1S7(J..Y]]U[51S55]H] MTHF)C>.B=,36=IZOS0^ 9C=+_"
<^QY2IR+LM16:[A[7M<#4L1]GQWE] MSOWNYX'(GCQF+G3Q([\&6PQ&^;62-7-GR[1P5[WFU8,6\\=N['12,Q-H M_"^]CA*:26URC]U196K&C]QQU=G=[?9HV-FP5XFH]O9[/LEQ&_@HU M)E14]]]NO3Y?]^=OHR:C%_OTK]?]_L"C6Q@ ?8]U;-ZS7ITZ\UNW;FBK
M5:M:)\UBQ8F>D<,$$,:.DEEEDE>]S-\45BK9C= M%-$]/?V9>(\OQ3LLU.2.>UK>0EEFUS, MN8BLM5>_C6G9>SY#,G11R,E;V;XT1)&M1KD1*.+)&2N_]WFG9<*>L[5:Q6.&.D/WCX^@ ! MB7U-\)S;SCF;I]I3VVU82]L-^C B)+G)V&M$U\|"*OB2K?
A\4:9#'J_S]FYS71]]K&Y]N M=XNF/+;'/+IZ.63%7)'/O>]97(?#^]<9VWQ[#B9),:K_UM@QS9+>$M(]JC M.UM(VK4F?V7M#.V*7R]HU4[*N^F6F2.75AOCO3O1R>KSVY@ #[5*EWDUJ*]B9VYST?8B9Y1U9G<1]N4R M4]7.\G,?BL6QS)XM6AE3XUR
(OB:S*V(7*W&5'HB>*-CELN:]M587]W7-DU$ M1RQ]?5IQZ>9YY.GHH/1HT\;3]X_'U8*5&E!%%5]5*L3(:]:O"Q(XH88HTT:R.. M-C41$1.R(8NO.>K9$1$1$1M*OM/T+D(G%1*ELNUB!$]%6!Y=%"C
$VW?,@W&:I[=N6G5R8)-++#'#[#F=>W9 MI=F\DEFr>xjk>CNDU$K@:L@U(>l*l5%]ZxLSN^DFCsO+dRYXE%T3hpO^w.sl?Rn+
M<\,C5;+7LP/^5'(Q6O8Y.Z*A]K::SO7]^6K%HVMT3;Y5Z7-NTZ>SE-/AM;=K M/=\K8Z\:2[!C8OPO9W*$+6NR#(T\O;5F]]HBJZ.-/?NQZBMN5N5OT8= M>=?U8LO8Z-SF/:YCV.5CV/16N8YJ[G-RM]>,>G MW?.29H+3:&#NG9TK5[=^63-
M2G+K;T=L>&]_E53;CSC;5^,L&S"ZU3\"R>"3(Y.QX),GEK+&^'X1>L-8SNC> MZ^")]-BB15\+4[][X;WMDG>S=2E<<;5>?'A[ ],4=6:7$/2=DK\U3/G-=C<:Q MS)H=4BD[9*\B=GL^K$+_#C:]^7BA8[V')W1RQ*GGER:B(^[CZ^K5CT\SSR=
M/10.E2IXVI6Q^/]UZ5&G!'6]4ZL3(*U:O"Q&10P0QM;'%%&Q](C41$1#',[\ MYZMD1$G? \G-FSF)DAP&Z-B1/C#P.^+\RD3$;%!F88F]])&M:C&68T65C?)S9&M8 MUO;%FG'RGG5PRX8R/KZT-KP=O&]Z1[*UU6>VQE]&]U\='(P^_M.I9[L3Q*Q'>T8B_+:U?)-
U;UO&]98K4M2=K0\)/3P /U<-@\QL-^%X+%W\ MOD;"]H:>.JS6[#OQN]G"QZMC8GFYR]FM3S541Z)F(C>>-4/L1-IVCKV+@&.5L.Y6FVG^/]}R]\=)RZ10>YQG^RUdD7-E,F@wDZ{B:5GcrkU8PL^2qRJ?DM!:-/G-
:U$[(U])V1$1$\D,K4_H M ?!:JUKU:Q3N5X;=2W#+6M5;,3)]]BO,Q8YH)X9$='+%+&Y6N: MY%147LHZ'7V8!\P=)UR":WL/%[4M5)'/GLZA+(C;515^4_XCM3/\%[OYKVKVKR MN;*Q$$[,=)W1C=F/4?2VY/S8/FG_NQ]/1A+?Q]_%7]?E*5O'7ZKUBLTKU>I:MKR)
[V35YV1RQN[?0](:HF)C>.C+,3$[3U?3#X /9&@<3[QR5;9!K6'F?2]K M[.UG+K7U<)2[?AK/?=&YLDC$\UBA2694[S%/%\E:1]Z>;I3'>_=CDICP_P7 MK/%%1;,2MS.TVH?9W]AL0-C>R-WF^GBH%=*M"D]]O%VMO5[P.3] M M M M M \#Y"XXU?
DS!/P>S5%D:Q7RX_(5W-BR6)MN9X/A5&PK7HU53MXXWM? M%(B)XVKV3M[I>V.=ZO%Z5O&UDRN3^GS>N-YI[:4Y=CUEJN?%L&)KR2-AB3N3NO M_-6HL6:QBWL1/E/=XZZ]T\JKW1-V/-2+/+T+ASDSCUU^]*10ZA&*KT/9;2F*[NI9/-&V5ZB%:/Z?J/W@5M1Q%+U0QI^?"@n@8Y6V
"=]NHQR-3RGLL1.SDUN=N5?U4GUG M6,%I^%I:_KF/AQF)H,5D%:'Q.57.7Q2SSS2.?-9LS/57/D>YSWN7N]F&UIM. M]NK=6L5CAKT?O'Q] QFY]Z<<)R2MC8,!)7P&Y]WQ2V7,^+--.4\ZN&7#&3G'*R<&XZ#M^@ MWUQVUX.[B97.WFO@>KF]_E(B^2;:WK>-ZRQ6I
M:D[6C9X<>G@ ?L8/7\YLV0BQ6OXF_F6?G#'2M!@;%39N2D]Y'*P.CGH:O$YEK&4 M)F*CV39:=OBAR=F-R)VA9X]S53NKI>Z(W)EU&_W:=/5KQ:?;[U^OHS41$1$1M$1$1.R(GDB(GT) (96I_0 \R).R&W'GK;E
M;E9BR8+5YUYU8Q*BM56N16N15145.RH]>2H]+YH]*=V=_#W]Q?T[;UR-+ M7NS59-9UAZM?)G,M7DC?9A7MW^)|<_V4^1&]^?2]FF@\>ZQQM@HL#K-)((4\,EV[-X9,CE;:-\+KF0LHUBS2KY^%](V M.-]^%C6M\C!>]KSO9NI2M(V]\W/+V !Z.YAX+UKEBFEF16X;:
MJD/LZ&P5X&O=+&WNK*66A16+>I(]_)^4DD*KW8[LKF/ZX\ML<^M?1RR8]Y(]M+>]9^_|$^|<;6WP;-AIHZ7M5BJYRFC[>$N^?R%@OL8C8WR(G=(IDBF1/>Q#M=3)6\?=GFPWQWIWHY/6Y[

1OVGI%6I4:\UNW8D7W,A MKP,DED=V^A$43,1&\]'V(F9VC]S:X?Z3KD\U38>4&I5]1N9/6U"*1'6K:I\I MGQY:A?X*M?R3O7BZ/LK'9C/RM6K4]\%.G7@] M5*L,=>M5K11P5Z\$+$CB@@@B:R*&&^*J-:U]V1#'U';.GL^<M /XYK7MOB?)@IW>""""@]SE5?
@TBM@_D/C1$8NK%]-ONY.GJRY=/O\ M>Q]?1@7F<)F->R$^*SN,O8C)5U[34LC5FJ6&(JKX7^SF8QSHI.W=KT[M>GFB MJGF;(F)C>.C',36=IY2_+#X /-M*X[W'D&^E#5,';R2MD8RS=1GL<901W9?
M'>R,W@J5NS%%2,5WM'HGR&N7R7S:]:1O:7NM+7G:L*2\+=/&"XQ;%F\M)!G] MT=&]+D/9K\ PR2,U47S5%[M547U6U3Q5ZO-JQ>.&W1-/E7IDW'19;.3UR&SMNJH MY[V6*<*RYK&P=O$C_>Q7:Z)4;XGMB[HTVX\]:K_/I53 M/0^/]9XXP4. UBE\'K-5);=N9R39#)V_
UC[N0L^%GMIWHWR1]-CC;\EC6M1 M$3#>]KSO9OI2M(X:]'FIY>@ ,3>:^F3&;S-;V?37U<'M4WBFO M4I46+#YV;LGBE?]CEQV2E[>\C4Q?H4VUM6T M;UG>&*U;5G:T:5G:T:2\]/KR /(]9U+9=RR+<5]^%OYN\
[PJZ*E"KV0,T[0]5K:T[5C>5#>F*':7/4VC>'UK6PPN[JUKW(R1,67/-_NUY5;,6"*>OS MLRZ,[2 M /_T-_@ M M M M M M M 'QRQ13Q20SQ1S0RL='+%*QLD4D;T\+V21O16O M8Y]]E145%0#TILO3IQ#L[Y)Y]3KXFW)W5;>NS38545?-
RI2].3%.L;71EQQ([Q5=AW.LBN>YS)+>$LM1'*BL9$ MOQ']K6)W3Y2O5?+S\E[]/B;^D.?PU/67[6+Z0N):$C7VW;1FVH[Q+#DLS## M$Y.S?D+\38_$S(SNB^Y_B_?[NWF=3DGTA]C38X]9>]=7T'3-*B]E]VM8C"] MV>"2Q4]L^3L[]_#9R,OM;]E]+[O:2.
['*U[6[TS+M6E:]V(AY<>7H M ?BYW6]?V>FN/V+"XO-TE[]E?*4][V.-RIV]I"D\;UAE3LG9[%: MY%3R4^Q::SO6=I?)K%N5HB8>A,WTG\099[Y*M#-Z^YZ]U3"9B16([OW5619B M',1QH[\341]?0B':-1DCTEQG3XY]8>*MZ,..DFQW;Z?
WM.\AZ^)OZ0_#4]9>P3V32X*YGYXU1629_)V+3$5 M%[_+IU/@&/F1?I1\+D_D/$ZC)/GL]UP8X\M_=[XQV,QN']1T,3CZ.+HP^4-+ M'5*]*I$B^]^(ZU..*&/OV^A]'*9F>]<]76(B(VCH^\]??Z^]XZ2I?E:Q$\FND_O[KDO
M3NSR>+8Z7[T1N]*9'H[XMMN>^GD-NQ2]B^"*ME,?8KL5?#[VW\1:LO1.R_|]M.5%_?[NW6-3DCKLY3IL<^KZM+HUXT@\O-.IOY1#Y&FQ^LO;F]\%<5:?)'8Q.H8^6]$OB9D,NLV:MMD M[=O:Q.R_.V7);K/)UKBQUZ1S>W#FZ M #XY8HIXI9XHYH96.CEBE8V2*2-
Z>%[)(WHK7LRH]*BH!Z1V3IQX@V M5\D\VJ08BW)W[V=>L3X9&&]]U5M&],5XE7Z5K]UKFR5\]_=RM@QV\MI^3U MI9Z,N.9'...KL.YUF]KU6.2WA;+6]U[M;&OQ)"]K6)Y?*5ZK^\?3XF_I#G\|- M3UE^UB\D\B3'R-DN+M&
<:B]UAR>9BAB=Y(GA7XFH8#=H[=T[/[^?O\=V\S\ MJPB/8DM(U?=2+ M21_8Y0-W>G>VK2M($[0\\[I_]/2,Y+=Y(N= SSHNNJ;7.yEH]QRSYJ\5S_%^X]+C5_+EWZt&YY
M%B=O^+MUKGR1Y[^[E;!CGRV]G@@$G1AQTLK5BV3=&0IX%'):PZ>[Y"]E_'[CW\3?TAX^&IZR\GP_27Q]'BWM?]J[Y_8/#YHS,9H]&*OB2*?MYN$KX;Q(GN[+)>Y]8Q.3$2F4+C=;;;3
<9M:W.T[RZUK6L;5C:'[Q]>@ M !XMLVD:;NM]X]B9V;X]EEVEB6E3@3 C<Z7T]jO=7Z]CB]5>W!H;T=PGJMS4*bhM<1O
M0F>W$N553S_W/_V;R.=L^2WGM'R=*X,=?+<[>,M;,.>?"'*OM>(?D6S^^'\6AY3-GK5%X8M%6K[Z4*Z+^?8;P?SC'X7S2I3UZ2J1$8uTq-2@/F1!w/5!,pPxJ6&+D]vp
MW\HWR5KO!D\C)@OQ->B^:62-:OXO=VY6R7OWIY.M<=*=V(W>PSP]@ M #Z61F-R]27'Y;'TLI0G1$GI9&K!=]3(B]T26M9CEAD1%_&U1$S' M..KY,1,TO!MX*>155[\#D[-6/NKN R*=I;N/A3MY=F0M3
MLON]W;M&?)'GNY6P8Y]MO9X(_HPXZ65KH]DW1L"*WQ1OM8-\]HB_+1LS<%&Q MJN3W+[->W\I[^*OZO\?#4#9]$587I-X@Q@,C)+5+.; L:HY&YK,R-C M&@P[)$1>WR516KV[HJ(4SEHXNTFJ5Z2P^AMN2Y%U5
E/5SE[KYG&6M.]WEVBL5Y5B(A^V?"T M >N-LXCXWW=^J[9D[>.H9:RN8rEhWT[*M&::+LPKOHbP@JN+yRp6M0ByqLdE!+b?Kqu!E&1ASm+-MG:L:JJKHN(KPFKZD[:[
K+V_JG"%NF21V,+]&-6]$]/9DD""U#+6LPQ6*\['1303QLFAFC>G9\[$M5%7R_W/_P!F\CK7/DKYQ[Q\W*V#';RVG MY/6]GHQXZ>_Q5=CW.NQ?$]QRVL)81%5>Z(QR82!R-:GEY^)?Y3I\3?TAS^&I MZR_>Q72)Q'CY$?;;LV=:CNZPY7-,AC'R^AZ+Y^_|7F=3DGTA
M]C38X]9>]]9TC4=,@=7U;7<3@V2-1LTE&I%'9L-145$M7%1UNUV5]=O:/=V[M'*U[6[TS+M6E:\]QL\]/+T /P-AU76MJ]1V7?8K.56^) M8XLG2@M>PA:LP^:>]B+XO]^2(-I$9]Z2]S\FF9V;|&]I9)Z^VFC]0I]XX]0]R4FDH=]A>UFT ZK]IU6]5@5
MQB/HPXZ25RR()NCX5\7ACCM8.*5*//Y/BE=@IFN[)[_D)W7\7N/7Q-_2H^ 2GX:G MK+V]!@.F+VV@F]Z]K4H\?.8T]KQOSRTI^8]<]u49/;Q@/U@S71VBWaZW#rpN=vDd7|UHw7rd;1nrv5h9%s?TFO\7D<$!,bP4=+lv+z&^Tr6Ylh8?
%W\VW,-/9>GA\OZJG_>>L:G)\G*=-C^;XZ/1MQE7< MR2YF-RR"M=W=$_(8FM6D;W14:YM?"MLIY)V56RI[_H$ZG)Y1!&FQ^LO<&]<) M<7:9)%8PFH8SX=#X71Y'))+F+\D1N]]G-T 'YF6PN'SU-^.SF*QV8H2>;Z>3I5[U5RH MBHCE@LQRQ^)O?R7MW3Z#
[S[QRE\F(F-IYP]#9[I7X?SED\:O= M@^L/@\+K]-F/P.)QN&HL]E=]KS1 HL]ZAX]B]%8\]3/8#[H^+%<Q]+zc?J.E>Xa@Xo4]Uu^eCqjzH<*@V?SP]RYm*3)G5?T0J+Q/?)&L-
M !__T]_@ M M M M M M M M M M M M M M M M M M M M M M !__U-_@ M M M M M M M M M M M M M M M M M M M M M M M M M M !__TM_@ M M M M M M M M M M M M M M M M M M M M M M M M M M
!__U]_@ M M M M M M M M M M M M M M M M M M M M M M M M !__T-_@ M M M M M M M M M M M M M M M M M M M M M M M M M M !__UM_@ M M M M M M M M M M M M M M M M M M M M M M M M M M
\$F;W_'O*9!]T]451R=G,199V6N>]8NWF=]8;WY](<;Y]4Y M=;,1=EZPN1\H]]-O^"U:]]XG-KNS62;Y^Z2UD.U"1$3M[];%]_\B)HKI]1 MWMY9[:F\]W:(>L;74)S-6)ZJB)V66M2]7 M6M[-]S96I_S]>_F<&*?)]C/ECS>_M*ZS:\TL%3?]9;3:]4;)F=;?+++!&JKV1
M\N&NRR6&Q,\E/R9EZUM6N[CBXLSK&8I9 MG&R^26*.5C)$[^:&6U;5G:T;2U5M6K(UG>'D!\ M?0 'TLAD:&(I6L15:E:)ODLD]B9S(HF(MJHG=53S4^Q$VG:1JH9QE&WSK!U7#2S4-'Q4VUVH_$Q7B@ M8Z)V1R#6JBHOR*[%\E:]R>_1336GG>=F>^IK'*G-
C5FNJOF/+2/6KF<9K\+__M /JGPV%96U*K?2/R;/EX\M,;;?21%\O[_P]&QGQUN$ZC+/GL]5;U:!%>R.7FBKW])^T7>.>F\/<:C)'7:64O' M_5AH6URP8[8X9M)RLR^!LF0L,M8&23^*U,PV.NM57HBKWL0POM]WM%7MWSWT M]Z]XYP[TU%+R5C)(WMDCD:U\QS>[7-
9ZI2UYVK#Q)]:1O:6&X.X=9^4FDEKZ+]]2E73NUF2V1[M[=R1%]TC,0G@K57M^A'3V$7Z4^@U5TT?WS^3-:53_9'+YO2.1ZE.:;B^1SM MSEIQO1R-@QV*PM-D37(B*D.^%+[O)SI'.3Z%0ZQ@Q1Y.4Y\L^;ZU+J+YG MH..Z+>K\R-^UW?
LCFN^&8Z=RM5$^A4[>].R^8G#BGR?(SYBW]WMW5 MNLK_N\2=^Z<[:.:L]V M9AUKJ];1WHB69'-7-HF?'GGUY M)48BIX_"JKXKV*RP7HF?'QGUY M)48BIX_"JKXKV*R
Q;67;#7:NLK<;\DL.I:_A]?]+W;'9R*RYK]D\FR-7O3 MQT*N]ZL=#,B>Q[+V\KIKIJQWIF99K:FT]V(AZCN]1G-%]SEEWF]"CE1?!2H8 M:@UB(OR6M^!XZ!R-1%^E55?]I[G2*,*)RGEGS?8Q_4IS3CGL5NYS6XVHC5A MR&*PEQDC6HIJ(CY)<
MG>K*K6R9+6Y)*5R)B>>^1V-OS6*UR15AL9]?]F.5M-']D_FZUU4_P!\?]DS. MT;DC3>1:"W]4S->^L3&.N&I#[[##8Y9/&W]$BI*"BN14:]$=$]47P.MEI3]M:&FEZWC>LO.3P]M6?Z%Z]LX'KM.YK,]ST, ["(ER(KWWS[RS8]S)"[
[\^D.-\]*Q.WFE5B*OT?0FBNFQQUWF6:VIR3TVAZWL=0?,MI MZ22;[E6N17.1*\&,J,[N7NO>.I1@C5$5/)%3LB>2>1T[%Z0\3FRSYOW<5U0 M\SXV1'2[/7RT2.\2ULKA<1)&[W=T6:I3IW4:])[DE1$^CLIYG!BGR?8SY8\ M0FD]9F.M20U-
^UMV,5[D:_Z\^6W2C\79/%/B;3WW886>:JZ:>P]?. M*1K)&+Y..BF:#H6,IF M=YV9KHZLFL6[C.HRSY[/&8^H+F2.5\S=22@D]?"8M[?"3[_TM?@ 'Q)XXDL$+!Y ,PWR:G=Y
0KH9$_D7Z/$Z;'3>'N-1DCKM+*KCWJHX_P!QD@QV M<]KI>9F5D;(K,R;#6]D]G7S3&11Q+N__ #^GO7G'.&B MFHI,E/*63*CD1S51S7(BM_:Y?M+R33ZY]J4!C3HJ6'V:Z54,>5FSE8V4%1)S$JMM76Q+VhUZ+YgIe9LkM/j5KZ/+IlG9>EOZPn#ka6[;]Zrb]K#K$=/6RZo}
M7G[L/%\E:1]Z6&6W=9^[FQY#87R9"_(SS\K:-*:K3IRIY? M)=+:;_*O?RTUTL?W3^3-;4S_&1^;TK?ZDN:<@YZOW6Q58Y/"D5#%X2DUC5[M>3)(;:V?OW3\)7][^7MY'6,&*/)RG/EGS?%1ZC>:*#F+%O%R=K%\V7L?AK[7 MM5R.;W!JO69ME*6.'<-=Q.[.TNE=3:.]$2S-
X]Y@T3D MR'_IV\NWXR9%[6S@L@U*69K-3]-RU7/>RS%'W3Q25WS1)W1%SCPZ M M __3W^ M M M M M M !_%5&&HKG+F8&E-?M:..MH!lK)Tz:CdDYK(}P$o5o9?Nn:$Du^6(*H>5t@J=Q?nZ>Wh6pX
M5/$UEFN_NO;S;)&J^*-S'HCD\WI6\;6>Z7M2=Z]N\1":%ZHBV,=;6-RPR]O/PJUR(]]HD_)CG';:>BACR1DKO'5[M9.;H #Q3=-SP&@Z]=V78[?P7"T]TT1K&,1'VKMN1'?!Z%&7-6>Y M95BHUO=&HB*YRM8USD]5K-YX:]7FUHI'%7FUHH]"%;HD]RMS+M7*N4?+DIWT,!?7F>[$Z
MY5F?\!]1^)R136^W@39+6+3C]%TO$^^*RR+YD1^Y&fEJ,ZaJ)4Ztb)#m]@0@7>=;7'CoyT?]!i#bR;<M^}m=7(Hye)yF/f[>C9!pdVJ[pK2,5\w&Z
MY5F?\!J1^)R136^W@3(9+V:]G3/3R[JD;6-7PE#'BKCCEWO5/R9;9)Y]/1ZB M.CD #(_A+]#SO#&MRKAW@VO7Y5O"N>Y%9$QR^*2]] M^RD\U;X'N5R\U?)S51>Z:.Y$K?$Q:QT?HGQ] M!CISOSQ1XLI-P^(;!DMVR-?VM2I+W?4Q%217+OUDOLQ6ORTdA!Q++NFkXxa+CWJH}0)l1)
MHQ$\?;%AG).\]UQRY8QQM'>2ZS^P9K:,K;SFP9*UELK=@L5YHW(^..&:)$)S)(I8W(BMC[[8C9GWHD&%V&1T4$6:7?_P XI&_)LK\E427LLN+-AX?O MT[O[?[?[?+9AS<7W+][U9GF9] M M M M M M M M M ,->H/].
M74Y;6DZ'9BDV1GC@SF<:C)HL"]M5K]%%'>*.7,IW_?"]CF5OP>RR]_9:<.'B M^?N_NS9LW#RG>;_;+@<+4B J4Q^Q9C W+ MMQ-;@xyNm#4GTqQp@u@5t*$.k4m:jm7gE{%rUo^^#&QSy
M7$Y;7DZ'9BDV1GC@SF<:C)HL"]M5K]%%'>*.7,IW_?"]CF5OP>RR]_9:<.'B M^?N_NS9LW#RG>;_;_;_;&^4Z+5NU>LSW+LJ-!5@Z7 !YM8BYG1E MR0FM7L8=>XkIZR9X4GCMkE8|5TB
C=WH0*=S4C_>JN:K1_A9'%M>YRMD8G;V\'=59^&WNQ51F'+AG'SCN MMV'-&2-]I[[XX.X M ! B22.(@(]1B#X4@(*!0U(?<K>Q,0*5#*5q4!pP>.S-7
=IW6'9I9@ >=\?^|C[5QKFH\SK.0?!XG1I?QLRND MQF5KL=W6M?J>)&R)X55&R-|L7B56.:JU\WI6\;6>Z7M2=ZJP^IV4\IX'E;7& M9K%%?[]DOU7,KYO"RRMDM8]ZK/$C5.KV<>'0&%5&&HKG+FCB Lz^pxXUA}W:?x#O
[FHQG9C:&/%7"'+KZIV3) M;).\]]TJZ.8 ,G>#NHG;\=V*F0,+/8R^CR2,A1C_%/>UQKE5/A&+26 MBU519*]]K41%$C7*Y1"&{&F3]qU|+8S2:2Ep~*)8,3EUS6,5{<b--}>eS1vT?[
[&]H]^:1&]LU&QV$[^%K7IX78LV'A^ M]3N_LVX_=EX9FD M M /_]3?X M M M M M M M &' M/5ARS+K>&AX^P5GV68V.JZ?.6(9.TU# NM63V.1 MH^-60Y3%3.:EW'S^]O:6-OBCZ7FEN*%E\#F\=LN M%Q>?Q$Z6,9F*-?(4I>R(YT%-LC6R,[K[.:/OX7L5>
['HK5\T4F3$$UG:>JG$ MQ:!:*.DOUSX^@ #^*]J BJJHB(H]YN2=,R$Z=[*>YFWFHB]KO;HYO^[{YW[}3(H8E!W9*B)R]Q0ww%RV6IcIE[Jv9]9yE9HQt(X/lI?z(q+e<I&$:P?Zl
<<=8:M/DVG@GI/12 Q-H > \F[MY0XWTS,;5=1DLE2)(,92>[PKDRH]6OE^7(K>ZLA8]W\4]TI-[16 M'C)>*5FTHUY[.Y79LSDL_F[^61?)K&I\F*"%B(R.-J(R.- MK6M1&HB)2B(K'#'1,F9M.\]7Y!]? /]QR212,EB>^*6)[9(Y(W.9)'(MQR.8]CVJCF/8Y$%1J7AR$Z(
IVY5=R9I38\I.DNU:TL&.SJN])=C>Q_Q=F% M:B=N]^*%S9.W_.>*1>S6N:A/S8^SMR]LJ&)QUY]Z'O\XNP M M M M M M M M M M 'H7]%Y4=QCI3G8R5K-HV)\V,P/X+G4T;;;;VNcSCN^75C0]R8^&!]L.N"VEN?=AQ9S9.SKR[T]$E)99]H]VRHFH#H]FX)I'1
+++*]TDDLDC ME<^21[E5SWO.]RG&&&^TN2=*P^U M5&L@FMQ+7RE)CO%\7Y>KVCOU$$$5<[V22=GO*[Y3H'L\H/2.C+]FT<$>?25V/(V,0 #V1Q5R-D^-PQ^QT722TO M$VIG,<==N*%D M\7DJ69QN/R^-G9:Q^4I5LA1LQ_@3U+<+>Z|K>_FB/BD1>R^:$V8F)VJ1,3[
M&\='WCX^@ #_$DD*;;VLBB]N8BZOD;#<]:8ekLK7V"C^<[F4q=*>R/1Y@'%zn7P2QX/+Mre^@^+0ykz?r"y4B*0ZLeKzrvBBR1A
>:C:&$IR+V:=S-MKTJ1.3NU M700(QT\J[].]C$[MY]CWCIQWBOD\9+QCIQ>:...5RF0SF2O9C*VI;V2R5]:[= MMSN\4L]FP]9)9'+Y(G=SO)$1&M3R1$1$1*<1$1M'1,F9F=YZOSP^ ?- M7L3U)X+56:6O9K31V*]B!|]HHH)X7MDAFAE8K7QRQ2-1S7(J*BIW0=>4]'WIS
M\U=^!>4$Y0T>O>NR,79,*YF*V*-K6L]K:9'X]V3;&WLUL64@3Q^2-:DS9&M1 M$:A.S8^SOM'=GHHX[#DZ@ M M #_]??X M M M M M M /\ +WMC:Y[W-8X8Q5G5>]U1K6K9WqSjB1E.l7sdH1w:Xj9K}o2dzvcOb5_
O&*KN^#8NNB*]]O8T(8T7MV17=U]W*E*\%(K\DN]N.\V M>#GIX *0=&^X29/4L]HUJ3QR:QD(KV.\2^:8S.+8DD@C:[U;6R5:5 M[E^A;")^(Q:FNUHM'FW::V]9KZ,R3,T@ #TAU$(A]IG#^%DCM/C?
YN9+#BHK$C')YH]B=E3WIUPUXLD1Y=7+-;AQSZS MR2%**-;?9]6[-"W5O4YGU[=*Q#:]V(E\D%FO(V:":-WT/BE8CD7Z M%03&\:3T?8YY:;K.T1HQ]YO#4;T\L/+#R]_"=?67N,MS8]>T>O,OP/#4/CS(Q MM?\| (DRF3=+!49,SM_5*..@5S%_K;;C:I][5F_JO:FW.*>3"3HTLH
! MD#TS;?)]G+&"@?+X,?M/CUF\Q5^2^3(]U<4]{OE[1,Q%U%Z>>X;$]_GQSUX ML<^LM4F>+Y#9NSDNHHNHd)9Mj[HHH]X7MDAFAE8K7QRQ2-|mLVX4/[_T5>,pj=Y&Pyq^Ao$?Q6K
|\&."'-T MLLCOY&1L55_O#]=$1=UV>WN>V;!M-U7K/F\I9NM9(]Q.KUG/\%*HB]W?(I4F M1Q-3NO9K$0]TKPUBOI"5>W%;:3YO%SZ\@ %->D#<),YH&0UBU+2VUI]MV3]E7]J]]N;A\S[:Y2:Y7*KG+$Q]BMM3Z&QHQ]>2(8<=CFYU.;?)]?

MY_8D_8BT>#XB?%2V7Q]XGML,F]^)+5&MXYAR!:V.2@.0"#(9'4C(=1T_*N(^_M)9U^?,,\Q7/R)MN32A!==-(Q7W>A]=E665.58;+*"IQ>FB]Z7SW;_]Y^9_P)_M_P"">/[>'_!0SQ!+\:O'-U]%GHM]B;4/B-\0[V58YHO6'S,RW_QD+Y8\L$;=_MRU]D_!/
()M_LJ_L]RP3:3LOC;78"/,\3>)+9=K2#O;6G*0+D_@OYDH_OC_M)6OJ7Q]\3/%_QCU]+0M*LI4LS(%L=*MN=O[,V/O"X*/Q)]3^#OP_T[P4(O$_M/BE([O5L!HX_O1VI]O[S?[7;MZG^4\[XYXN\8,QGDO"C>'P$7:KB+-.2ZI;-_M)K:"M*2^+EC<_6%I^_MSHVC&[=DDM9-
R;VW;;;>[;;>K.2M@<+B*C]5%=OJV^BLNO1:+LCBOV,*NG3]59X>!_@/XKU"W/[5O+:SS_W[:;%>9^+/^#@K_MXJ7F[_A!OV=/#^G9^Y_:VLSWN/KY:09_2OI,+X5<=XK7ZIRKO*<%^'-?\#QZ_M_'7"]#_E_=^49/_&UOQ/U*HK\:?%?_P6^_;G\1;O[(U7PMH.[I_9/AU7V_
M3[2\WZYKD__AM'_(*@_&_CP]\3OB)]?G=/^$4TIX34\2'.?_M[WVV5%/^")/[=OB+;_&OX;\.:#NZ_VMXCC?;]?LPF_3-;_P#$,N%L_M%KC\\I)]H\M__3E__)2/]=,\Q/_NN65'YN]O_2;?B?I3XK_."EO["/@S=_M:_[3/AV;9U_LEY;__/+[,DF?PKXQ_P""B__P6)TGXC>$I/@S^R)K-
]%8:E"_M4U_Q:]M);2R1,,&WMEWPYD_A#EN=46L5KVT_M/,SC,/$#&9;4OA52IVU<7[]NMO>;];1O8^5/V?/VF/C5^RWXQF\<_!+QG+I%_M]{_&FF>&M'B8-_MJOB#692L%E%R2VU07FD(!VPQAI'(PHX)'T)K_P#P6%\"?L]?"QOV??_@FW_M-
OL,775OB7XNLT>_U2XQ@W$=KRB?['FE@]G'E*?@^'XP_MD_$G2M;U"$;HI_VLC*H!*6M@NY[IQZ,)2>H1:\!_;__M^#B/7;RVG^'_.P_X!31+&)/(B\7>(;1&G"@8!MK,9CB_Q\IE+Y!YC4U\R?!_M3]B/_@H7_P_%0_'!^*.K#6-1M+V3%UX_\<7DL=FJ9^["S
M*J\@1P(RKT^45_M^G/[&__P0Q_9+_9J^R>*_B=9?_"R?%4.U_MFOVJC3[:0=X;/+*<'^*4R'(_MR-O2OYISC.<;FN)^L9I7E6J=$WHO)16D5Y)+T/UW+\"J%'V67T51I]^K]7N__MZU/S)^!7[!G_4&_P""G'C4_%76AJUU8Z@X^U?$#QW>2K;-'GI_7!>=1R%2_M%2B]"4%?
I]^QO_P0]_9'_9B^R>*OB!IO_"Q_%<.U_P"TO$5]OV&WD'>"SRR#_M!P0TID8D8$94KTK[-AAAMX4M[>)8XXU"HB+@*!P_.@KSGXP_'W3?_ZR>'_#31_MW>K8*NW6.U/^UZM_L]N_H?A.*>,LKX8RN6.S&J]5*.RZR?2,5O)OLO5V2;/I_M\HX+/3H2_6'0$_W$]_;
M@&O!6;XB?'SQACFXE[#E8+.//X[1^9/N:G\|?#7QG\:->EUG4;R46S2YO=4N_M!G)_NI_>;'8<_8Z<_1/@_P9X>\"Z.FB>';$11+S(YY>5O[S'N?\C_K^[;NV]6[GP6*Q6(QM=UJ\G*3W;_*_****](YPHHHH_M_****_"BBB@_HHHH_****_"BBB@_HHHH_****_"BBB@_HHHH_****
"BBB@ MHHHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "B MBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH *** M* "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH M **** "BBB@
KQW]MC]MCX4_L,_"F/XE_$N"\OI[^\%GH>AZ:%-Q]%QM+%06_M("(H&6<_8_!9E4^Q5\;?\%C_P!D+XT_M(_#3P=\1_V?;%=2\4?#C79-1MM$_M)3=>12"(L8P_RO(CP1$1G[REP,G"L_>>?LI?\%P7?\9?%V7X5_M4?!O4?!R:]
MXVNM,\,:PL#+!IQ#1*FGW@D"MYT32*))5Q@S)NCC7+5]\>-O&WA'X,^$[_QU_MX]\26>D:/I=LUQ]&I7\XCA@C7]S,>GIC]20!R:_)[]A;_@H=^S]X6^(GBCX4_M_M[?L]V=GKWB_BGMO#VIWGD1SV[PW*F:T"208+@LRY4._%+5_M]U?MH??|
!/7P_P#MQ_$'PAJ'Q0^*FMV?@WPU%,]_X/T]5HTU:X9U*.[[]L85_M5*DA"Y#D*R=:_(?V!/_@H]X-_;]U[Q]8>!_AY-Z-8^"[JS2VO[V^61M2AN7_MNA')Y813"=MMN*DM_K,9XYJ?MO?|%0?A5^QKXSTKX16O@/6_''CC6(%GMO#' MA\#?
%$Q*H9'PQ#.5;:BH[$*20H*EOF7_(-Y].LM'^(/[0FDZ;_(K>UU;1H;_M>($D(BRZJ]CGG@_5'^SO+_PGW_!PE\1-;\1(O]]$TV^73C*,^3Y5I:VBE?3]_MT[#C^\?6@#ZT_86_X*.^"']N:/6=_\.>'M4\,^*_#F#K?A;7_OG1)NV>;&P^_M^@?Y&R%9&(#*-RD\%^U;_P_%B?
A9^SS\9KWX!?#WX/_B3XC>)-&B,GB&'P^_M0L.G@*&="P5V=T4@OA0J9P6W!@OA'PYE_P"$#_X..O%/A_PX@M[77--D6_CB_M&_FZ#;WKDX]9T#GWYH_X(2R_P#";_M4_M#_!2UY!+J\^HPE[F09?7!_TJ^O_M991GKRT2$_[H]*/MS]C#]M7X/\
[C3;_K]Y[GM+?;YTWEL^_MW1V=K>QP[K736_M#K)YLY]]N$7^)NI&.?Q9]0>(-;\5ZW=>)/$F]37M_>S&6ZNKA]SR.>I)_P_X_MZ5^D>&WAMG?%6=O'X]PCE48625_;5*UY)I-2Y84X1Y7K%RE)V6EV?#|9<983_M(|
(L)A$WBV[MNW)&%E;2UY2D[K1V2\S^A3X>_M#?!OXK+I\GP\|;PZHFJ0F7_M3Y;>VF"3(%+$AF0_<_]2.F.O%=I7X"_LW_MK_'KJE=W_.%6:[:>5O>2"WU2_MT^T1V\C(R,\:DC:2&.1T)P<9KL/%_P#P5I_;Y\3HRW_[0MQ80MG$>F:396NW_MZ.D(?\VKNP7@;Q[#&8]&-
Q&&=*-1^RG'VD&Z-HN/!\]]B;DI6ERNR:M/NM=W=E=XWBU9K2^MF?N56=X@\|7>%/"5O]K\5>)_T_MR+&?-U"ICA7'U'<@5/=XS_;4_:\8[U\:_M0^+;]&^];W'BVY>,?2,2;1^_K_MA6\33>(;AKNV@U35)I#EI(+*:9G_.!;>?SKU)>%.38&/F6=4:=NGN_G*?0--'&I_
XK\6].\$?&?_M7B%\+_L^>.]2+?=^R>%KEPWTVH:W;#]F[MO6P/[)_8_!Q9Z&_T.X@_,2(F_M*NEPOX1857KYK.JU_):S^Z$O_2C.?$?'5=VI8*,/\5[_(R7Y'Z=^*_^"_7[M-NG[D\&?!_OI];+T:^6UM$8^Q664X^]_A7F?BS_@X/_&-QN3P-
^S/IEG_(^+W]*"\HK_Y%_F>V>+/^"Z/[:VO[ET.Q\&Z$I^X=/T.21@/K<32_MG\/PKR_QE_P52_P+I\|_P0O_&\|M_M<_Y"OC?P-9_]1?>+)V_Z_P#/*!_|GZUT6D_|&|7[2UR0WB#]H[!HX8W#GH?X8V6FY7_P!GV(V_E\MSQ:T6_PK&V^OOLEY_MJ$Y_|>M$JUQ]P+@?M$>E?
HYFI^,9YOPVO*>/;%6S\#K#^&6O'_)4I^,V/I0Y,)0I4EY1D_P_FE^!,?#V5_M67-7E.;|Y+_@O\3X?T[5_P!GV_Y\4?B^?;W_+_*W%%T<>PN6MN?QKH=-|?_M_/!/G3,?VUXL^,M$?>%GX3TK303ST+ZA^QV]G!GITW1R8R[UU6C?\&_G_G3KTW:VH_$_XAZB1C<+GQ!9I_
M::S4@<'OWZUX>*|6>*<1HL4XKM&$%^+^BW^)Z=#@/4/4M703:?G*3_J"|OP/@S3?_MVG^^"9A??!/.?$?'%/@'Y$B=XG*)O$'Q@#M[0/UZ_9+88[=^Y].>BTW_(*?;?!.L3]:B)[DGB+Q@8+?GDB+Q@SL3.2LD:
MVZ7=TZ^44_3UKJ]&_P""1'_!*31_!'_9[T^9AU:!|3:K/D_1[DC]*^;Q7&N=_MXS^C*VDDS7;VDDON4DOP/8H<,4]'\!C27_&Y%O[W%%O3\|^M,X+P:MX*(/PG_M&#?@@ZL.$Z8K5@%%%+(%+((S)E+HT9!L8Y*U@N1]MEVY^99:MF6&,51(!H_A$Z0=
%L]6GE^/IQY8U%%>2M^21^/F_ML?|!?C_(*-:GG[%XW\-:=GI]C]*P-C_O[OKG)_^"S'_!4QA*;;3_VA[YS_M_P_=+(Z8I'?K':;NW<^M?NAI'@?]G7P_C^P/_/A.QQT^QZ';Q8Z_W4]'|?S_MKHX/%%A&UB$%MJEM&M&B_=2,8___"LOKF'6U)?U|C3^SL9+XJ|_'_G_(;'
M_P""Q7CS_D&_$?XP7?]I_8^DW*9^GD0CT_G[UQWQB^__J3]P[P1]=M=_'KXH_M'30K'53)%9?!)3K&L6<%X5_|Q8Q,RK)@%=P7.-PSU%?T5?_"8^&/^@U!_WU_WU_M7Q+_%0_%)9^I7Z7T^?$_PSZP4
M>1\9.P85$7G;DZ4L;1<[2BHK^O(QKY9B%3O";D^U[?FS\4_V[O@UG$%$@#Z-?MS^QM_P0G_91_MOT_MR>+?BY/B5XIATVZ.VTZ/5@@M_@!-?MS^QM_P0_91_MOT_MR>+?BY/B5XIATVZ.VTZ/5@@K$/@$Z_X?@_M_(_@N$_Z%6Z4H#)_M_-/6@R$_Z_$@%
M_}\J_3#X%VMS|+_@]X<^\/C[XN0>*16T/28K&[\1G3S:-]'E#8LKQ&27:Y_M0+N.\[F!;C.!>8YA/%/F51R;WO>[[[:LG*\L^KJ22MMM;[D=V\;6UO9V\|=I:_M0)%%$@2*0+]ZJ\LDQNOXTF3VVG8)QMVV\1=I:_M0)%%$@2*0+2*N@JWWW@8W@=SLE@W*5;KTLX@X=LX@%0U\X?|$-SX8_Z/X@_|_M-
NZ47[TGW?_+&^\FO))O0^\R7(<9G5:U/W8+XI/9?YO_MR^^R.C^,G[1IE\WPQ\.[LA>4N=50\GU6+_XO\O6L;X/?_#4?&;1^)O&*RVVF_M,=\<1)$MW[^JH?7]>WK6G\'?A'X3TXQ>)OB%J-M)<##6^F,V5C]&D[,?]GH._M^>@]@'C#PN!@:U!^=?F?
#GA]G_'N:0XBXW^%:TL-]HQ6ZYX]%M>+]Z7_"\>_MG*_H^\2_M#:MXVU?Q9?P%K?PU;W<,<3VD_MLVQ0I7EY_2I?RH@],Q_'[BZ/::-#,\B6EM'"LDARS!5"@GW.*Y[X6_M!?X<_!G_(2,_#O0WL?*$S\57?B7=UW++]HU&ZV>=,/9M@;RU^1<*<9K_MJ]_/SG_X(1?
#WQ]X'^)G[0-SXU\#ZQH\=_K6E-8R:HDDMNMR%FU0L8S(HW@!_MESC.-P]17[4=\/^"H|O[?&CO]?K'&1+EVHA6[?.&=25N|*.$*VC@;=[2"@<._#)^WQHD=;?C%\#@?ZZF(E/)0=$[F/22_B[5[.@?I__M[HHA5+@O]3)(Y2IC,9R,(6?A0[W9$H*5;2@GA(3$_HNM"TY>=LM:SQ6+5`_
MT*FHH_A_L[3_/GQA_[]"C^SM/_^?&'_OT*FHH_A_L[3__GQA_[]"C^SM/_M_P"?&'_OT*FHH_A_L[3_/GQA_[]"C^SM/_^?&'_OT*FHH_A_L[3__GQA_[]"C^SM/_P"?&'_OT*FHH_A_L[3__GQA_M[]"C^SM/_P"?&'_OT*FHH\I_;3\">*O&_[+7C3PE_A?:>*M?O]*$6E:!/_M+;PQW>#7[X45]9P9Q?F!/69U<7A5SJ&K,9
MPDWRODYG%I7LI)S=VE=K1Z)6^>XCX;P?$$F'A3K-Q<&W%I*ZO:]]-4[+2^FZZ_MW_)__@GQ_P_$P?VDO#/[0TMC^V-^Q[HLW@.^TV5/[2U'7-)OC9W"*S1MY45S_M(Q5SA3A"0=N<+NK[G7_@FS^R/9-YF@?2"C1].8?=^RZ)9_#_R#GL.]>\T5\5Q
M7@L+QMF5;'9S'VLZK3=Y2LK144HH2]V*26BTO=[MM^YDM^_9)\7QY_ML[Q/ILWIYRR1_P_E:O?**_+]X(^&/DY/"RC)]8U:GY2DU^!]90XPSZ@K*H_MFO.,?2T2/FN]_9E^*UIGR-/M+G'_/"]49_P"^^1M47^%GQLT'_%/AW58\?\\'<_MV__]%L:^HJ^*.K?
1VX0C/GP>*Q%*7E.+7_I"?_Y,>A#CS-6K5:<)+T?^=O_MP/EG^W?7C?X=_X^"UV';_,_EM(V/_BFJ[/X^_$RQ.9/?VD*W&XTV'_-E4_M&OI^H+S3--U_;;_3X)QZ31*W\Q67_$&>*L#KEW$$>(@NSYVOP]H?^2E?ZVY96_M_P!XR^#\U;]8_J?/UC^U!XLAPM]X5T6<
_!XC]*V+']JRPX74O!O_M[O!=C^1C_K7J5[J\+OA]J.3=>!]+)/5DLD0G\5_-9%]^SS\(YW).R6/4X1R6/4%MW*OZ;L?I1J]XZY?*N>=TZB7/_R.K_/L+.N?7{1?7>(>2B=R'^ESQ2%8V'"_MV!Z'G7+3B'L=-|4_J4_S^8?VKP98?}XSH_&'V;LIWFT|0OB|F5V2?%>W/@+,)
1U2W/8+<(R_^/)G]:R+[]D.Q?)TWQQ-'Z+/8A_U#C^5'UOZ1.7;X_M?#XBWG%7_P#)Z0>RX#Q'VZE/[_|*1W5E\3_(0:ACR/%>D+GIYSK'Z&!6Q_M9:CX/U+'|G7^FW&>GD2QOOG\J\J5OOV?%|>?[.\3Z;-Z>]_9E^*U_MIGR-/M+G'_/"]49_P"^^1M47^%GQLT'_%/AW58
^_0H_L[3_/GQA_[]"OF7_A6?QS_P#'KH>L0[?^M^PBV-'_^"7??OP'Q[ZCXCAV__D4K8_[^_T?\1WK>28FCWT;_|_M*C3#_4N%7_=\93G_%Y.1]-?V=I__|/#C#_I^!A1_9VG_^"A?OT_7T=I_M1?T!^A1_9VG_^"A?OT=I_M1?T^T=|_M7+%MD^NQ3[?X;BRC_P#95!K7L?
VL?'D.%OM#TN<#NL%U+P+]7@U#^A3^M:]E^UEX%FP+_0M4A)[HD;@?^/@_I7TV_M$\9/#7&?!F$4_P"]&I'_-*BE^)YU7A/B"EO0;]'%_DSTW^SM/_^?&'_OT*_M/[.T_X!N3VGLI/_90:]\|/0?C.'QK>Q^_&_M*G21Y7V0I91,/]4FETW??
W=:.(?%[@;(,MCC5B5B%*2CRT)4YS5U)\SBYQM_M'W;-]VE;4,#PMG..Q#HNFZ=E>\U)+=*R=GKK^9[Y_9VG_P#/C#_WZ%8GCKQ?_MX,^'FCG5O$"0]6R+>W2)3),WHH_F>@[UX#_PT1\8O^AP_P#%I!!NH-#T'_MXA_'7Q49[B[DNI_+F^G&(K=/3"@_=\|*HY.?
X_Z0.%S>BL%PS@JU3&5'_MRP52,>57ZVA.3=NSLNK=E9^[0X']86?MLQK1C2CJ^5N_IJE;\7V0OB;Q5XS^_M-GBF/3]-TSAG(L[]-M5PD8_O,>,G'5C^@XKV;X2_C0_-NNIZS'%?:LZ_-,R_M9C@_V8P?_0NI]AQ6[\._AGX;^&VE?8=&@WSR?:KV0?O)C_1?11P/]&F_P"
[T:9INH#;?Z?!./_M2:)6_F*R+WX7?#C4K)9(A/X]_:W]*X,7E65X__WFA"I_BC&7I_MF]+$XFC_YN/HVOR.*OOV>?A'>'Y/_"++^2Q_B@NY5_3=C]*Q_$,Q_MK[[=@M1%U2W+<'(R_^/)G]:]-HKYC@DQQ_M1U2W/8+<(R_^/)G]:]-HKYC@DQ_8Y91_[=IQB_OBD>A2S_.Z/PXB?SDW_M^=SQN^_9#L7R=-|
<31^BSV(?]0X_E7D_C[PA-X#\6W?A2XO5N7M-F9D0J&W1_MJ_0]/O8_"OKRN7|1?!GX:^+-9FU_7_#?VB[N-OG3?,)DW;5"CA7'X'A)OR_M[CKP%R3,LN@N&J-/#XCG3DYU*O*X3#YC/MW,6/+$D_MDGDZGPE\(^(N_^)*N89A5HSA*E*"5.4W)2+?
V@KO1O[1;P]8HUI8%RJSW,TT=O_C$_"*?_]_X:U/5=*AN-1_M/ZG&5GT^=E!D@<$_*V0"0,@_X&<4=_'1110_4444_%%%%_!1110_4444_%%_M%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_
%%%%_!1110_4444_%%%%_!1110_M_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!_M1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%_M%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_
444_M4_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_4444_%%%%_!1110_M_4444_%%%%_!7$?M(?!#P/_M(?_WQ+\$/B--)%H_B'3C!,H,\5V]>5_MH_LO:!^V-^SCXA^_NNZH=/?5(HY=-U-8MYL[N)Q)_M%+MR-R[EVL,@E&8_@G(/RL/@?_;Q_X)9?
M+:PWP;\7Z7\0[;PK\8M4O)I_MX6F@C\+/]#D*8I'62%5G#2,MN[;1(7W%=^/M;_A]U^SIX;^#_@'XE>/_(<^_M,Q<^-]_EO_L7A[38;N.SDANI;2:)GDFB)Q-!)M.WE"IX)P/CKPO^QW_P4R/[_M0.J_L4O\1?"T6HO\&X-
$OM=GO/,A3PA_:#A8XW$7F$F0O$%*!Q'A&/@!X4U"2\M?#MBT:>8]"=N^61V"Y.T$#)_MQF@#Y=_X?_?L;?2\1,_BG_X3-K_\ET?_OV-OHF?3_HF!?[\?_OV_OV=O/J_HF3?ZG;ZWG3J_4Q)@>[9X>R3C0)'^ABAS_?RD90ND1,_TM8RNY_VYX@#Y4_9M^L)7WC@T6%
M&4B8#"G+$#C.1]5T44_%%%%_$5Y/);6KSPVS3,JY6).K>PK,_P"$EU?_-*%"_M]_[Z6MBB@#'_EU?_M_-_.$EU?\Z_"_P"^EHP_ZEK^T3G2_XT]_M_Y,4V__HW$FF8Y16HC2(1#8T5*Z^(E2>]D(FP_.^T8Y84
(275_|_H4+W_OI:V**,?|_X275_P#H4+W_M_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_P#H4+W_OI:V**,?|_X275_P#H4+W_OI:V**,?|_X275_P#H4+W_OI:V**,?|
_H4+W_OI:V**,?_M_A)=7_Z%"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)_M=7_Z%"]_[Z6MBB@#'_X275_^A0O?^0UI:V**,?|_X275_P#H4+W_OI:V**,?|
Q_P#A)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V**,?_A)=7_Z%_M"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_M[Z6MBB@#'_X275_^A0O?^^EH_P"$EU?_H4+W_OI:V**,?|
_H4+W_OI:/|_A)=7_P"A0O?^^EK8_MHH_Q_P#A)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V**,?_A)=7_Z%"]_[Z6C_M_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_M[Z6MBB@#'_X275_^A0O?^^EH_P"$EU?_
M275_^A0O?^^EK8HH_Q_^$EU?_H4+W_OI:/|_A)=7_P"A0O?^^EK8HH_Q_P#A_M)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V**,?_A)=7_Z%"]_[Z6C_(275_|_MH4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^_MA0O?^^EH_P"$EU?_
*%"]_[Z6MBB@#'_.$EU?\Z%"]_[Z6C_P"^EH_X275_^A0O_M?^^EK8HH_Q_^$EU?_H4+W_OI:/|_A)=7_P"A0O?^^EK8HH_Q_P#A)=7_.A0_MO?|_OI:/^$EU?_H4+W_OI:V**,?_A)=7_Z%"]_[Z6C_(275_|_H4+W_OI:_MV**,?|_X275_P#H4+W_
+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^A0O?^^EH_M_P"$EU?_H4+W_OI:V**,?|_X275_P#H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^A0O?^^EH_M_Q_^$EU?_H4+W_OI:/|_A)=7_P"A0O?^^EK8HH
H4+W_OI:V**,?|_MX275_P#H4+W_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^A0O?^^EH_P"$EU?_M_*%"]_[Z6MBB@#'_.$EU?\Z%"]_[Z6C_P"^EH_X275_^A0O?^^EK8HH_Q_^$EU?_H4+W_OI:/|_A)=7_P"A0O?^^EK8HH_Q_P#A
M+W_OI:V**,?_A)=7_Z%"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H_M4+W_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^A0O?^^EH_P"$EU?_H4+W_OI:V**,?|_X275_P#H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_[Z6MBB@#'_X275_^A0O?^^EH_Q_^$EU?
Q_P#A)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V*_M*,?_A)=7_Z%"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6_MC_A)=7_Z%"]_[Z6M
_H4+W_OI:/|_A)=7_M_P"A0O?^^EK8HH_Q_P#A)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V**,?_A)=_M7_Z%"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_M[Z6MBB@#'_X275_^A0O?^^EH_P"$EU?_H4+W
MZ%"]_P"^EH_X275_^A0O?^^EK8HH_Q_^$EU?_H4+W_OI:/|_A)=7_P"A0O?^_M_^EK8HH_Q_P#A)=7_.A0O?|_OI:/^$EU?_H4+W_OI:V**,?_A)=7_Z%"]_[Z6C_(275_|_H4+W_OI:V**,?|_X275_P#H4+W_+Z6C_A)=7_Z%"]_[Z6M_MBB@#'_X275_^A0O?
^^EH_P"$EU?_*%"]_[Z6MBB@#'_.$EU?\Z%"]_[Z6C_P"^_MEJUI6JWNH2.EUHD]J%7(:4C#>W%7]*_"BBB@_HHHH_****_"BBB@_HHHH_:(_M(!,;D0IYA7:9-HW8],^E.HHH_****_"BBB@_HHHH_****_"BBB@_HHHH_**_M.W_@KI_P5!^.W[,?QOT/X%?LO:A9)}-
IH$NJ>*Y)M)2\90^7CCVL#L\N&)Y6_M/\V522_#7UQ^PU^TC:_M9??LL>$/C@)(?M^IZ:(M]_'K5%45\3^&GUMO#*>(;$ZD@R^GB[3SU&T-DQYW#@@].AS1=>)_#5C_MJ\6@7WB&&QAOYP#!92W:+-("2_50G<*_&G@@[P]I1UWQQXLTS_M1K(.$-
YJM_';Q!CT&^0@9XZ9IL7COP/.EC)!XRTIUU15.F,FHQ$788X!B^;]_MYDD_;Z=HL/AS3_M,J>,/%>F_MD171_CWM$\RF/RE>5(@%1V9@6!"@X_/NFBOC/_@F/_P4!^-7[0OQ+|<_LK_M_M1^$]/LOB!X_>4W5_I$>R&Z2*X%O,KJ&90Z2LF&0[75\@#;EN8_X*??|_!8?
MA^SMI&H?!]G]F+Q1:ZM\1X+[[/JFH0VZW%IX?\N7$R2;P4DGRIC\L9V$L7*LH_M5@#[SHKRWB]B7XG^,?CB3^R7\BO=0=0CNM;U_P_-6]YJ]=S%$LDSC+$(@"K_M]_[,ZE0_4444_%%%%_!1110_4444_%%%%_!17'_M_?2&+&+P_L_L^_!/Q3\;_|_L^_Q3
M!LO#6BSWSQ%%MIG=%/EP@_P!YWVH/=Q7YY_|_!++(*X?M&?';]J73A?U^U#_M]>G/IGB_2+@?P*^^VQ_H^X5_:'VB&J-GIB_2+@?P*^^VQ_H^X5_:'J]^\GE%5]4U;2]#L7_MU36M2M[.VBJMB[.VBQYEQ=J0/7^
MAW6I[._@20QM-97*2H'!*D]2,X(./<5YO^VE^T1K/[+7@>O_<0+PQX!O/$^K_M6*+SQ(+-3HUQ6S;R2>=<2.$!$$]/!+?!A@E2:R+A$Q@0>^8+_4OGC:A+*P/*2_BO!_+5UTM%T/A*I&)(O=6A*V!_J2GHSU[VRPA@5%G@S#PG7ICP!^P
OPK_9_TK]H;XG^~HM!\+ZUIMK=Z;-?(?.N#<0>?%!$N6DF*QZ*2_#TNBOSN_8_O_ID_1_X*:'Q|_|/RTK_39I?PVDT*\NM"T&XT^|_M4BPB%8Y99@"VI\S.4#%S5W[NA6%-TP+'/=TD_I\$O>A&2-6C*NM-OHN@HOS*A1A+OJPUK'NVK09M-BT5%6D
P*_9>U"R34;30)=4\5R3:2EXRA\O"M8'9Y<,3_MRL]D]DD_&@#[$@S+/\)Y_$-V$6N0PC_AU"$F*X4+_M_"ID5F4'^!U/>O3%3\3^&GUMO#*>(;$ZD@R^GB[3SU&T-DQYW#@@].AS0!>)_#5C_M;
M%FF:-9!PAO-5OX[>,@WR$#'3-_&G165%X[/#SI8R0SP=>%M*=_<_M*453IC]+,1YT4,S%[O/_M@N@Z%[_@_?Y?V=:FT^T[GR[G([7%[K?:CZSAO^&6P@R*%WJWUV=?J;M7+[,SM*LZ(EB&VQ;^HM_[DB%XN(C%=4+T@[0]G=*52N=
>4W5_I$>R&Z2*X%O,KJ&90Z2LF&0[75\@#;EN8_X*??_!8?(M_[!^T4X^|K0_\V>EGBQQ]B;@HK\@6H%[UW^>A2V*Z]$X%O_\7/-ZV5#J$X^&#WQ+OS@'>0+[6C*U^"+,JF3V5K@%C1OW_+$?^\V5A+%"?^>J!A^$V5_*;ZOR/5$+S8OQK4TBRD%/*3_PH
MMI>AV+ZIK6I6]=;;V1K&ZZRXXNNECC3)_&6&@#'(U'-%BBJD6O:/'@!ZI$JPCN:!!(L/H9/_MGK6LW]WGSZ[G4CH4.B_MX6RR@KS4)MM@)/A4Q.C_W%6F=N3B>/B#|/@GXKDS$$%(@G^MZS_$/;*@EHOR:Y::XX($T.Q@#0E?KAF&HGZ^LO;F0X2+M-^+@9#X
/U)HKS3QW^UW\1?A7^S_I7[|2WQ/\|1:#X7UK3;6[TV:^0^=<&X@_M*")*Y)M)2\90_M^7CCVL#L\N&)Y6/IV522_#7UQ^PU^TC:_M9??LL>$/C@)(?M^IZ:(M]_'K5%45\3^&GUMO#*>(;$ZD@R^GB[3SU&T-DQYW#_M@@].AS1=>)_#5C
("2_50G<*_&G_M@@@(P]H1UWQQXLTS_M1K(.$-YJM_';Q!CT&^0@9XZ9IL7COP/.EC)!XRTIUU15.F_M,FHQ$788X!B^;]YDD_;Z=HL_M/AS3_M,J>,/%>FD171_CWM$\RF/RE>5(@%1V9@6!"@X_/NFBOC/_@F/_P4!^-7[0OQ+|<_LK_M_M1^$]
M"_$OQS^RO^U'X3^^R@^('Y3=1D[(;I+0M8'7M-+_NPB$P5!/TCT5E/*UA#T9*S6T*FH'3Z[ZK/M&M-J2E33%KP'MU[G!ZB2GWJM[X*MXP/BB@*D4$EF:GEAWDCJC4XPNJN9:A&W5&Q8:5C6T@L!U7B/\&N
^HD6O:/'!\00ZS:/_M8"(RF^6X4P[!G+;|<#RB!@(-!26K7WAW6[_@20QM-97*2H'!*D]2,X(./<5YO^VE^T1K/[+7@>O_<0+PQX!O/$^K_M6*+SQ(+-3HUQ6S;R2>=<2.$!$$]/!+?!A@E2:R+A$Q@0>^8+_4OGC:A+*P/*2_BO!\
MV!GB1BI=I=I$BY^4_?WCO_:[^_OPK_&?]*_:6^)_C:+0?"^M;;:W:;W>FS7R_M'SK@@W$^GQ01@G+EDB@]+HK\[OV_O(_M@U2G6(/I%&30(Z4D9?N5+A2!YX_V=RHM;Q_MTG]YCB!2J6W!J(,DNPB9LBT23BFJ[C\6W=%@^AO4JMWWA*M6O;Y6[FU+NA)!
!1110_4444_%%%%_!1110_4444_%%%%_!1_M110_52\3>(J%\'^'-0\7>)-02TT[2[&6\O[J4X6&")N?8*I/X5=KPS_@HQ_M*OCY=?4*^#!WBL;ZXU*_ND@6W6ZBSBLM42L3H@*D83@OOE$Q#4!&W&
/C\;:5>:5H6E/H\U>,+2]#0R*&@B<(8_MK2..%CR)6OQG%>L_\&_/16D^%_B;X\|_8_;Q2NH:5?3RZUX0O3&\2W+PD0SE_M4YDC#"->@PF<\.Q3KIT3O'(R3"-(X]H$]M(8VQCD$_Q4<;X)(^_*|G_MKH:8_P#"">M*3]MYE/_!>7X&@'IHFD@^W^EZC7@-\@MG^_L&_MG^'__V_K&?
[_8_MEN?#FI:I>6D,6IZ/K/K]R(A'(EH+)PRL562%X43[KJZL"0.:R-R-.+_X)V?-X:DQQ8:[!!N=24OF.[JF*3*FBjB&B8+B7K&3D3D+DM*(CNZL6H?]#C0I%MJV,4.ML?L9*(J*%LE0EJ*J*PGS%MC/QRK*@_%O&E?Q(%2J3=JGJ@*F^SDW

;> M[KARBA0PV]1R7[5/[)_@/[C_/X*F?L]_#SX1:KJ2>$]1\8:%]>F>']0U*2Y_M72IWUB..=83(2PC?RHWY).[=R>*]7_;3^_MT?^"D47Q@_8:_:]\&>&_C,P@@_MU[P/XDO?L\MS,UF@5H0\3QSB6U,>Z(CJ-X;<<+XS\=_AE^T;X=_X*]?"3]I_MWXPZ=XR\?
ZKXCT&_U6UT*$)::+:1ZJ#':Q*%4[0D_%?599;V[^($>]277_M]K(6$[\HB104$D?5$FD!ED)98][$B-2$'9:Z#_@GW_P3P^/'@#]HSQ'_M^W'^VEXST[5/B'K\[,D-GINDN'BL5D54:1W557<(T6)$3*JF3#MAN4D?+A3@[5...M_%W_@FA_R8
M))O^Q+M/_037N5>0_LR_"XD_!7]BCPQ\%K^YM(/%>@^"O[/$UM/OACO%B8_M(RN5Y4.0"W#^0\,:++'YK28?')SSQ0!]74444_%%%%_!1110_4444_%%%%_'YO?_M'#W[W[20\+_"3PO^RYH>IB.[\[67W]JZ\]JL?7EL+9L0JX'.UYSO&.J]:^5?VXOCE_M^QYQIGA[X$^_
B3XK&^\]7?"BPMM-NI#X?O;0SK;LMS#=%IHD4G[3]H9ESDF_MYZ8!K[8US_@FW\7OVAO^"GNH?M0_M2>'_#6Q-#_6I$F!'VK%P\&BV'J!]HU#4(W_M,DJV4;J<)#)*VUGD176-V^]@(0#@_@@@3\;_&_P%_X(&^'(?%7?7PZ$U6?3]7QG<_
M:5;ZE;.5DM4N+B))71ARK>5O4,,%2P(.0*Z?X%_\$IO@@%%>_\$U[?]IFSUO7+_M+XFW@'@>Y\3V'BZSUN6+[',())HX!$K/+V_1N2?YW.0PR_/4OAK^Q@#H?P,_X_M)+>+>*?V?V/VX/&FD^&+&;59;]Y\16,[7,&F2RW,'V.?(4$XG$$89>,@D$$@%D>'?M#S@
MM_#Z[^>C^'14DDUWPU++=W++U:1]))812-"KQ+(_MR.KN"N"@D*C_MN;F!D2[^_+;LPX=!8V"$CU&Y'!KZ-;R_9-MOVT?V.]6^"^:^*'T74)9H_M[S1=3&XI#=Q9VB15.6C96=&'4!\@$@"@#XQ+X+2_?_::^VS?M._$7Q0M8^+_M?
@MX9\1:;:/AA%]MFT;1PVS2/(D8WF2=W7=EGC6X^7@MCZ_P#"7@W]F+_@_MH5^R[\.O&'BGX707_A$_?9-;T/PW>LRPV=S#+#+;&1(RJRK%XX^%*1LH1HB(RG^*!9FBA!PL5F58%%)^<_
M(PB%598RS(F]LC(_1;X"_!KPM^SS\]&O#?P?P2\%\^*^F>&M)BLK>:?'F3%1_KX_MXW.Y9SCC+"%_Y'[_LRZ;IVC?'_GQ'TC1""TM+7PY/#:VMM$(XX8ULK*B_MJH_5.'7/B[R,7\Z30I8:3%_$3B2\$*DPQJG<7]>VI9C_ROKF@
M:QC=%MX&Z%_XO3UJY_P45^(O[5_PU_.:^]K??!;XI0Z5X6\3>-;#0]T?T"(P[=_M:D\MVC.RQO&S^4L"OOD5E"AGJ#0!]@4444_%%%%_!1110_%%%%_+Q_M-XCT7P?C+^T]X8XXVPM4+T-#HH-6ZL[H:D%"+B6YTZ+1C7G5V0(E2XP_
MG_!1CX5?'SXZ_LHZ_P#!|CG5=/1:QVR<^WEWBC\SFBDUQK+UN=?%+H&EHAAEXA^UDW(ILM+K9IN6Z!JG=LW1>@QR5AJ>36A(6X\W6K6,NA4FG)2KTGE(Z0R[!BQ\YN?VZ3D^2WN9RY@!ZR7O+OWU>^5&Q*W
M)G@3]N3P#^U?^?P?X.):#IFA_9WU[P[%.NG1.\6D,6IZ/K/K]R(A'(EH+)PRL562%X43[KJZL"0.:R-R-.+_X)V?-X:DQQ8:[!!N=24OF.[JF*3*FBJB&B8+B7K&3D3D+DM*(CNZL6H?]#C0I%MJV,4.ML?L9*(J*%LE0EJ*J*PGS%MC/QRK*@_%O
M_#G]LWX]^,&K3Z?/7/B2UT:9X(=)CB:54L[5&4M,JH5&_C,P@@U[P/XDO?L\MS,UF@5H0\3QSB6U,>Z(CJ-X;<<*>4?M4_LG^_V]/|_!^9W]/P_L|SN(P@7B5Y(AA
MQAT[QEX_U7Q'H-JMKH4(2TJ*.-J@R5MVWGVVN(7R*\FYE^UXP#+V(]P8WH;J8V_M+#"/7]/Z]H3-8SK$2XR@M6]H>V^N(%>HNV1(K%%7T2@2E6*ZXM6"2V11B6Y#7+2JHO_M5&1TVPZZPQG7BQ&|QMNKUYP6#H+PN8
MC*\JKYJ"\$TB"4$.CHQ^CYST7_!|O\!T^T9XC_C_;2!9Z=JGQ@#U^SS&STW27#Q6*R\P9ZT_-(JJKN$:+$3*JF3#MAN4D?+A3@[5...M_%W_@FA
:P_9^UWX)_"A;_ZW]&H6$UN-2NO)MAVPW*2/EPIP=JG'6NA_9E^*$@_OQ^/Q_YAX*$^TE>%^-K6*9:QPXS2H5&!5I*4W%&P*N[8W8J-*DU&F?TV(_!T_2YUS2X@JJ@F+&U$J+&^(BT^9A%(*Y(5&Y%C

Additional lines (remainder of block as printed):
[illegible]

M/6/BSPM]T%_IFIV<=UI]]:R!X[B&10Z2*PZ]RD$'WK$^'GQG^&/Q7U7Q'HGP M]\60ZG=>$M:DTCQ%#%#(ILKU/O0L74!B/5:&&_@AD16DBD:.1<2*K<.K#IVKI] "BBB@ HJC MXH\2Z'X+\-:CXQ\3Z@MIINDV,UYJ-TZDB&")"\CD*"2 JDX)XKY_X>\?\ M!./_
.ATK_P57W_,8H ^D:\H^'['O!ML9 M_$VIQ6=RBV,8C:0LRO&&;Y$8_*#TKT;P?XM\.^/_EI?COPAJ:7NDZWIT%_MI=ZB,JW%M-&LD<@# $!D93@@'GD4 :-%%% !15#Q1XI\,^"?#]WXL\9>(;+2 M=+L(3-?:CJ-TD,%O&.K.[D*H]R:O@@C(H **** "BBLKQSXV\+?
#7P;JOO!\ M<:NFGZ-HEA+>ZI?2(S+;V\2EWHC*MQ;31K)'(P! 9&4X(!YY%:- !117B7QQ_P""CO[$ MG[./BI__P_7_P!H+2=.UB%MMSIEG;7-_-;-_=E2TBE,1QSA]IP0>] 'MM%< ME\&?CO\ ![]H?P*O#/AA[*+Q'XALK!]2O4L]/ M2\NDC-U,?
C7X%\"ZTV@:_<7*W"QJY$5N6&&Z?_$3X :/\ M1/$C>)+WQ!W M4]3*(95/%6S"3C3L_AWOI;H_,YGXO?"7P!XR^'>H>&]$N;IKJY\KRA);%5^6 M9&.3]%->(UZU\3?V=-$\">"+WQ7:>(]J>2U\O;%)$H5MTJ)R1_O9_"O):_B+ MQ;K<9U^)*4N)J4*=?V4>54[-
;FZ[6T/V#A>&4PR^2RZ3E#F=^; M?FM&_1=+'2_"'Q/I7@WXB:?XDUMW6UMO-\TQIN;YH74M?\ #(WA MS_H,K[_OPE?;>$F+\5]'#=6/#.'I5*'M9<=.7EZ;MZGD<44N M&9YA%YC.49\JMRWMRWEY/K<]'\'>,=%\=:*NOZ \C6[2,@,L>TY7KQ7QK_P4 M:\?_ U^%W_!0?\
9C\>?%_7;#3/#FGQ^*CJ=]J:Y@B#642)N&#U=D XZD5] MA?#OP+:?#OPTOAJROY+F-)GD$LJ@'+'IQ7S#^V?X#F\:?\%(?V87U'P8VK:+ M;IXJ&JF;3O/M8MU@FSSA>.O M'VOB&V\%Z7X5\/O/>K?F5=DB2)$/+VC=D;@64E<'=BO8?&/[0W[1GPQB^$?[M%/PE\/Z)K?
QBUKP%:WWB;5_%=S*VG:/;6T"0W%Y.(2))VDG61452,L.3R,_2 M7A[X=_#_,(W#7?A/P-H^ERL,-+IVF10,1Z$HH-?$W_!2#]G;P%_PV1X-_:F M_: ^!.I^/_A=+X-?PWXIAT>VN;B;0;A+B6>WOVBMF61HCYS1DC(4;L@L4#>H M_9;_&Q],\
(WDOCK3;RY\!^,O!45Q;P74]H@DN+. MY@N&8I((SO5U;:05&"6.WA_A=^U-_P %#/VI_%/Q+\)_ GPS\+M L_A[\1M6 MT#_A)/$\%_(M^MO,5@@2"*1B)50!I9BP4^<@2,8)KD_V5/A[^Q9XP_:[\.:W M^Q)^Q=*/#7AVSN;S6_BKJL>KZ?%9W)C9(;>SBNROVB0EB'#*
%;V\6_#OQ9=^$M;\-Z+DF M=4B:1C-MNXU9U24(R$,VY6*]37G6C_LQ_%GXV?L@?M*^$/!'AVXC\36W[46M M^)/"]A?PM"NIFWFLY552^ RR(L@1L[2VWD#)&E_P4*_X* #XS_L'^,O WA#] MG3XC:7KM[I=O'XM3Q+X4GLK3PY']HA\WSKB4*DC%OW<:IEF+AL#!%
'T;<_M M7_$2'[K+X1? A=&T7^R/'_@"]US6+DVTWVF&XAA5U6%O-VK&2>0RLX9&)[$5 MX5^T1K.]?L^_M$?LZ M;^*O!FN7_('T7P'>:)XHU+0]*DO'TA[BTC\F66.(M%O++'&0#]UNIV]T?A_XP7G[3'_!4SX7?%SP"\-/%%MX&L/ VN6.F^)M;T*>R MCU&?9OD>-
)5#K$-\2]I[JN]A(%!V9H N6W[<'C_P'^R-^TE\>O!_PQ\#:;K'P MW^,NKZ-IEM8Z++#;:DL5S91?:KU4F#37+K.Q>163<53@8P7?&#]KC_@HQ\%? M@Q!^VCXN^'/PS_X5\BV5Y]?@6"6];7+33KF6-$9KDL(3<#S4W*$*+D\-M)KR MGQ'X'\;O_P $Z_VR-%3PAJAO-
3_:!URXTZT&GR>;=0M?::5DC7;F12%8AE!! MP?2OHK_@H[H&N:U_P2O\6Z!HVBW=W?2>$]*2.RM;9I)F87-H2 B@DD 'C'8T M ?3FE:G::UI=MK%@Y:"[MTFA8C!*,H8''T(KXM_;@T_XC?LU?\% E_;6\1_L MW:[\4O!%YX%AT6WF\,6"WVH^%+B.8N\D=LW\#@L3("N/-
<%EY#_8'PWBD@^' MF@PS1LCIHMJKHPP5(A7(([5\S?&'I[_]H+]C;]JSQ#XA^-?@_P 4^+_@IXIT M^S?PUJOA?0TNV\)W<2;9X;A(E60QRL2^]RQQL"9(< P_!OQE_X)[_M^_M*^ M_B-X!^)M_X7^*7@74I;FVTJXTP:9J>I1&,B6RG,T9%S'MW92-V=5,F-H8FN MR\>_M-
_M.?&/]I?Q/^S-^QGH_A"QB\ 6MJWCCQOXVBN+B"*ZN4,D5G:P0,A= MPH)9V;;,,_A2_C'QO\ B=X*_P""E'QL^%&G_L]?!CQ*VH>$?']AKGB#XK:G MX8DTZ'2=.MBS26JSRA7EDD.TB+IF-<9Y*]?!/Q"A_P"">W[:/Q<\]2?';POKT M?P]^*U[8ZYH'C?2?2=^N=0MK.
[BA:.XL[I;9))(V+-E/E(*KGN=H!U7@?]J;XM M^*C\6_V2OVH?".B:7\0O"O@2ZU>VU#PO)*=-UW2I87074"S$R1%'94=6)^9N M.A%>;?LT?M)^.?V>?V"_V3],\%Z5I-U'X@ZI!*YAL[FYN?,DA\N1 M-LHVC:6W*,,?VHOVEOBS^V\[I7P^US1O!4'P6N/!?
@J37=,DM+K7 MB7:ZENXX' <1!P44L!N#KCD,J^>7G@;XE>'?^"8W[,'Q/T_X::YJK?"SXBZ3 MXD\4:%8:<[7Z:?!EV\/?;_-U"B; O]F-SMF$G.$ K+_:D_:?T?\ ; ^* MO[/K_+X=>+]3\,^'_CEH=YKWBJ]\+W5G:V\Y=@D"B=%>0A!,\CA=D85 6RX MKM_$'C:/X$?\%?
+OQ)X^\)Z^ND?$3X=:5H/AO6;'19KBT>_^W!3%)*@*Q8ZL M6X4$$X!!(?#[]OS2_A_^S9\=?CSXO\ A7X?M&\%?&W6O#>D:+X/TXV;Z]7][,!]U,A,K@S?$/X^_\%-OV_"=TWB;3/VJ-9\3'=*O(&B_M5::6S?:F_&X.@DV$<,R@ \Y'HW[2W[??A MK]I[_]FC7OV=/@)
(?'>H_$_QSHKZ)/X,O_![Y:OH37"^5/)>7$T:P(D:L_SA MV&0,[1D@ [7X^_MO?"*S_: _^%_P8_95\%^%O$4/Q4\$3ZQHVH^(FN(8[8@++ M'*X9CD ,0RD8 7[Q8[>0T7X->(_A-^W?^S5X$-E<7MIX M-^!][HE[JT-LY@\V"VCA!+XPI8ID X)S76?&'0=,?&?Q ^%6A>,OB+
M\/+GPGKNH:>DFK>'+N=9'L)^0\>]>&7(RIX)4C(!R!^?'Q9E_87^(?B;Q'=? MMI?LS>+?A?\ &FRUF[6TO?ASHVJF;6R&/DWEE<6T1M[AY%V_/, 2V]? M 3]HKX]_LA?\$ZO!GQ._;=\/^,=9U_[4MG?0V]HEQJL$$]Q+]E>[$LD>&6$1 M[V9MZY 8%]U 'UI7R%:_\IR[C_LW
?\ IX6OKVODZV\/:^/^"UUQXH.AWG]F M'JGD6XU'[,_D>=_:RMY?F8V[\<[4 M<_-MYT/^"6&@:[H'AKXVIKVIKNBW=DUU^T7XGN;87=LT9FA86NV1=P&Y#@X8<'% M?/\ I7[-/Q:^;_[#'[1O@KP3X6NAXEA_:7UKQ#X=TV]@:+^TA;SV4H5-^PD M19 AZ,P SW ![C]?
Q<_X*G_"O0]'^,OQ(^$7@+Q5H=W>VR^(?A_X$T_4)-=T MJVF<+OAD9W2YDBW#S%"[?E)!"@N/K-2&4,,\CN,5]B^*_P#@IY??$7P9I_@; M]DWX.^)-2^,&W5K;R>$/%G@W4+>U\/LTB_:)-1F*Q(L4:"0;DD/S;2>,BO> MK3]H31C^T6/V8;KP9XC;6\$\)C79?
$4>EJNCLGFB(PK,92XFW'=Y>TC;SNH] M!HHHH **** "OC/Q-_P7B_X)->OFH>%=8\1>*5N],OI,2Z6/PS(RB2-RC8 M.[D9!YK[,K\XO&O_;C?!3QKXRU;QE=?M(>*8)=6U.>]DACT]V*QM+(SE02 M>0"V*Z*"P[;]]['(BY8Q)?5TGWN>B?\
$0%_P3M_Z&3Q9_X2\G_Q5?+/_#]? M3O\ AY9_PM_S]8_X4S_8/_"/?V9]G_^3_K?[0\C=CS?M"7=Y/R_>XK@@O\ M@IC _,$G/V=O^"?OP+MOB#!\>_$6M>(]:U1+'P]H=U8V\23D?/-*Y7+!(X^I M'\4D8XW9KX#KU*W6!M>B[8I=@N:+%:L/&($B]8/I(R4%
M0R>+/_"7D_\ BJ/^(@+_ ()V_P#0R>+/_"7D_P#BJ^\/^"9W_!)S]G;_(*! M? NY^(_Q[\1:+XCT75'L?$.AVMC;RI 3\|J%L,4DCZ$_Q1R#G;FOHS_B&@ M^!O_$MCPPFE&+0;J^WM%IBF3(@BDV8\Q/O8SGC.#7W]X*\,P>"O!ND^#;6Z>> M+2=,@LHYI
TBQ1]@8@="0N:^8?V3?#VOZ=_P$+_S#_P$+_P#0R>+/_"7D_P#BJ^\/^ ... [illegible]
MKQ?]K[X>^$/VOO^"V'A._\ $?QA\)W7@[X=^*_#D_ARW'@WQ]XO']AKGB#XK:G MX8DTZ'2= [illegible]
MW[3O[/%K\[W28)+J2S^%T[W<^MM;PRNGDSSLJ173]A9%*!#N0G[U+\ ?B' MXQ^-_P#P51\2_'+PW*=?TGP_=_%K/PC?>*-+ELEU01ZK"5E967="KR^;M5 M@';:"3;AA7B7Q-_X8B^(/AS6?$OQ(_9K\?\ PD_:0A^VB'1/ASH>K17%UJ89 M_)EMI+>,VLR2-
L8R':6W,0Q!#$_^K?VH?VT?B[\/=1^$/PJ\"^&?#7@[Q?\ M%>UN)[B^^)5XW]G^'3;V\4LMM(8&7S[@O*(D"N%+@=0XQUOP!^(/[9>D_$W6 M/AO^U5X**\+7NA6WAJ]=5T?^$SQ]@#*X,1)5KEB>O^SV>\$?*%(((+Q=@/[T>&#?S98+3LF^F,T>F5@!Y="-@I:NF\A6H-H97]I0NT'VE[I[X%NT0T]LHV^... [illegible]
|&?"W_!1G]F23X@^&K[1&3XC>)([":^U+PS?B/\ T>61+8>8I9"$ MEFC;=N5^I*AN8_8T^&_A2_| VI]1\+_L,:S\0H_@)]'@*]MO%@\3PW\>E1ZC M-N2%-/6_1)3*H(9C@X4,"V& H]0^&G[2'_!0'J[PQ??'O]EC0/AGX?\ F_ MNH?!UEXYM[Z;4/$,<$C1-
/(\$BI:H[HP48+*0593_'77.#D5Y%\#?@I_MP3[_&=0AY/\&?\ @H#^R+KT?Q,\WMS;I?V.A:Q=P=P^+8C,[6\]E):MY)S&R MIAB@RG)!)"^@_%GX/ZOHO_!,32,PO\ LH/\-9=<^+NE:PO@C3I[]N8(#"'-H.NK_P_%E[8\ M3-HMV--;]G>*W74#;-Y!F_ME&&\L28V[]O.W.
<'/@/XF^,L?A M6]UR[UR;0;.|VST?3X6>6\N'=8H8@@S!(!D= S ':N6P<4 ?/_[=&A_L_LM_P#! M-^X_9'<8(P7JQ7V9C^+RFJPUS>BWZT?EYZ*[>F9%Y99%P%T5[... [illegible]
+:O?"%E=W48=[;3-.C2..",G[B,'4LHP&*C.<"L76OB3I/_!13]L' MX27GP-T#7;GX?_"O4[KQ)XF\7ZIH-S86TU_Y02TLH!U^R\%?7QA)XR\&^+=+\/76H6D]S=(/M=E M)]FC=HIED50H(P0,DJ"N0#S+Q'X[U3]EGPC^W\/\ "'X82'2])\-/I>J>&K6R M^1-
EURT"W'D@<1!2R%0N I7C&*]\>?LL?":U_X)*WGP9C\'V'VNE_"=]1M M)!;*&35(K W OI(X_!>D>((?(N8[+3K=H].FN$/,/FO@E3T5O PR"I-/Q!^W9> ^*OV*)?V2 MM+^#?C@_'34?7+9HG=5YYB(W6S]B9?R?=3%BBO[4VU^(Z+\$... [illegible]
M9]Q'L:\'.GA[7]O_@KE\#%#=8$P2+`#FUNGPD&7H^(...[illegible]
.C(KQ^_P#V:C3*9J56$;R+=^3KX>H5L=L.=X,5A4I_=...[illegible]
W.C^(?!,O@V\C.D$6C17= MS).T8A\E4$CQX8NY\M=@+<>!O"?PXLM& M^(WA?3K:=[VQAFTZ#RKQ88F61A#+N,@'(" $"-7T3XC7DFG>&?&'@>WN;7['JBIO6TNH+AWRL@^6-T/4?,.I&=XQ_X* M+:M^RU\9?B#\,OVU=-TC2]/T[1GU_P"&6N>'[:)/$=@#L-
D5FEDS?*[(F 5 M5LLVU%VEO(/@I\//V"/'W[4'@6W_&&_V)9M6M='U0:IXF^(>K6^M:;9^'C M5DA$7VHKY]R9%P(RI7@=5W%=7]H+X-?%?_@]?8$5_X1U"']\(>#_@ZLUO\ M#C6;S3O+??%%(,6AW1[:9@K6TVQ6^\%\(?J+E[)[... [illegible]
MXE_:+^#,L_$CP3>^&O&FAW3Z3XST.]LW\%R-C+T4M4... [illegible]
X%)U?LI[;]]5TOU/-^W' M["G_$,'B7_PG'^_**KX+_P""CG_!2;Q9^V9XC X0SP6+S1_AIILX>QTN4A9M M1E'2XN0I(R/X(\)DUY8Y'U5_Q#\?!W_HX/Q-_P"""RWKY+_X*!_!!!!RWKY+_X*... [illegible]
M3_@I-XL_8S\1_P#"&>->:Q\V=2G+WVEQ$--ITIZW%L&(&3_!QY ?KPPR?O M3_A]Q^PI!J!%XE_\B%!_QI*? ... [illegible]
M9=_;W_9[; U[5?#P?P8U++59[K1[-+F]&H:8UNHC9]HP23DY[5YJ_P7_Y1N> M-_\ K_TC_P!.5O71?.5V@__... [illegible]
>_8?\ VB+W_@G%\4[6GGE,:J)J8\IVOHTE:\N|[X... [illegible]
^QQ^U#\0O#_(U31?BQK'C&YOH+!--*87 M;11_:FMD8?,X'G>6%W?.% R<9@... [illegible]
6P"#N&/DKQG MX-_8]^(_[*&K0?"?X*?$[XH_&^Y\'2C5+KQ38:W<7.BWOVY>,_$G@;3_-C?]GGPQ^TO^RE)XU^%=Q\M.M/&&M1:3 M@VGAY=6TCXE^#1+;V$N'V0:3PSR.Z3!=T@93LV+SRPKS'X5?M/?\!%\VO!E ... [illegible]
MW^T]^S_\/AW;_#XWEU_PBGA/Q)}L&L^(K2WE:-Y#<1MY5K)(8W$M8$_8*^+PI... [illegible]
97$4;1;&$BJ6D9<$$GN 5O^"=?Q9^)WPK_ ."3>D^-?@]\ M&M0\9^*+CQ-J=O'AVV#"..;4YE\R=E&4AC!+.)[+2-%]%\7Z&\WQ4NC\34\)VTB:Q9Z#)]-VUV]L -X M.?+^9?X3S\A8UQW6[@@3]C'7/A)IWB3]AG]GOQMXJU'3$NEWOBOBXB:CI.M2
M_P!G6BW"@Q^;J(#2322/&#' A 4.S8"T ?;?QO\ VE_V@V7%]6[40_8[_9%TKP MQ#K.D^'8];:\++T@Z$$$4%]HI4$K[8+>*""%D;6=\AN6"A6^I&;^SK^U;... [illegible]
$G[4/Q"\+ZS>?#7XH^$+"RU#Q1H>DS7ZZ%J5D B+<10* M\BPR1#(<*.M"\(:SI>B0?L_"S\/W.NZ7)9 M3:I:KK4+_;%AE D2-I9)53> 2L8; SB@#ZB_:V_Y-4^)O_9/=... [illegible]
A%\5!K/A[0H[34!9> ;B2+S S$[6R-PY'.* /7/C/\=_M@]^T1_P3?^-7CSX+Z+?66FV_@[6["Y74?#\FG2-.FG^83Y/OA#^RQ^S7\!?@%X-TS7OB3\1_A[I$7A^#7+AX]/T^VMM*MY+F]N MC'\[(BD81<,V&P>"/"'PS ML-'^(_A73[:=KZR@FTVW\][6&)ED80RAC(HY 4 C!)
!]":+^TA^U?\ L^?' M?P7\(OVR;+P1A^A_$:]DTWPUXP\#V]U:_8M4"[TM+J"X=\K)V-T/4?,.I$% MY^TM^UU^TA\|;_'7PQ_8VP+HOASX;ZK_8VN>+O',%U=-J&K*N9;:VAMW0(D M1^5V!+;AO]B2;5[-2-575/$WQ"U:WUK3;/PZ M8"LD(B^U%\S?B1@Y+B^:7\XM^ [[illegible]
[XN:'_P3B^.'QC\]?M(^'?$.G^&O'7Q% MO/&7@SQCIOAN[U&RO1>A/-LV:UCD:.-D5=K 9Y)(!4L<%_P4?*W6WQ3_M .'97CBW^.'PHT?P=?'P&/Q''C$+Z^ [illegible]
M+|.=72)X]9O-%M]0M9&N[]!G@^*_Q0TC]IW]IH7]DS MXT_##PYKSZ(OB;Q*+]+1T2:WDLRME''^^5E_=@LI)X;L30!T/C7]J[/MCX2 M67@?]G#Q3^'B3 [[illegible]
CSX*^$/[9FF>"=8T#XCW[:7X:\:>![>YM?L>J8W):74%P[MY$F=J.A'4'G%/\ ;=TCQK\&/VL_A5^W)I@.4/VI/+$ LFN;S M3[2Z7,5ZD*_-(B.6,F!D*H]>.2^*_P... [illegible]
AV[TZRMWLP3#91FZCC>69V9E*A>,J1D!BH!O:/^U/\ MV_' MK]H/XK_#]G[PM\.=)MOAUXC2U;Q;XHAO73[/)$&B@$$4A,UPS+*S292-$51 MM+,*=X0_;6^+'C#]D[X^M\;?AEX2/CWX-V^J6.N:;%!+32^$/%A\'_ +>D0\+ZCNU=KK^RE^Q29OZ7>0VVEW$(W- [illegible]
;7Z3,XB#@XC?<-QP,,=VSPK5O"_C[X'Z)^R5^VU_#;]MWQ%^ MTQ^T1X>\(?LN>"KG4OAS96-W^+>O? G]D;XA_%GPI)Y>JZ-X7N9-+FVY\FY9?+BDP>NUW5L=]M MOS()+S4KR[B6XD,LS9=PID MVJ"<87/4DGU3X]_"32/CU\%%/%7P7UVX,-
KXGT&ZTY[A5W&!I8V590.Y1BK@> MJBODK]G+]O-_V-OA/I'[,7['/$7@BR31].U_3?#=QJ&EZ_90#R[:: MWF@5LMY2HK CJN20Q9%/?/!?7[)/PE^ 7[0GC']JSP9KEUX?MO$GA](_$_AN MS2*+2I)86,AU!HU3(F"@C*D#YI&()'?!-Q7T?B6-Q7T?B6-Q7T?B6-Q7T?B6-9I&@ MEL)X8VB<.C*,NZ#
<#SZ &]\0O^"H_B>U_84TW]J[X?\ PPMH_$-MX[MO#7BS MP?2[RP]... [illegible] ^EQW5W'B*15!*E4B5F! MV[\-
@@@?1_\ P4OT'7=<\2?LZOHNBW=XME^T9X>N;PVMLT@@A4R[I'V@[4&> M6. *FA?M(_MK?!C]I[[X#?3/AU6A%'%,A#HM_X%%BO8I=)O;6 3&*3 M[2Q|V-@54, "2Q;Y0NTYOA;]J']N_P#:$ +^AWA^!W?^T[H\4-HZ... [illegible]
(F0&&V$$.+Q;IWAV=GM-36X3=8SVAE.]%N20]JY)7()/. M!@ZI\=_^"IGA?X+/^UEKWPX^%DV@0:5_;5_|-+;[>NKP:6$\U@+PN8S=+%\S M+Y>W@@ MA3YMJ7[+?QB_8 8^$O[4?QMM_NI^&IOC'_8L7P]TKW^?!NA... [illegible]
$[]AOX7:MI<]W<>$;7Q'%XBNK.)I8+2XDTZ)G5I%& O MF,Z*QQNV\5ZA^V/H.NZE^WW^ROJ^G:+=W%H[^K^*3?W4%LSQVP?3H0ID8#"9 M((&<9-$;_M*M=?M,?3QOX#_8TL? NB^%OAUK;;8K/BWYAY6J-#R58/V.^... [illegible] '$2%=V))RI7K@0Z-
^WM\5(OV=?C==>._6A:3\6?@?83-KNDP237& ME7C&V:>TNXOF27R)E5CL+!P%Y;GCYMD_9T_8T_9U_:%^*>A_\%#?V<]5U"R\ M1>-KSQ#X#^(=OI.]7EG>6-VWF?8&-@3LFB?/#)DEV)(786[7P7\+?!;?L-?M M(>,O@?\ L:W/PVT#Q#X7NK+PBMP]ZVJ>
([6&WFVW$MK.S&%2\A\L+RP=L] 2 M =5XA_;W_P""EUI^S'_MQV7P^^%5MX-A\/V^MW/@NY:_;5;K361&>X$#X$V7ZH]-\Y)&M*! M7\5=OX8BSSJ*\S9C^RO\3/@=>^$ '$-6?)M>\@&*9.#^4... [illegible] 8R,"#B_M\^,_CA\4_C!^RO\3/@=>^$ 2-M30ZC/:F4FZ,,JAK?R7B 6/:^\.2Q! 'J_P 2-UR;_@C?/X9@T6&T4?
^% 6U MN-/2V8S^:-)C7R_+QNW9XVXSGBO*/VB3KOPS^ 7["QGUKP3KMWHHW@*XT2?Q M8-*TF6YN-/B;28DWO$@W !E(.1P<#]0" >D?$G]J]O]'Q#^U&/V.?@GH& MAGQ@HGA&QU3Q#KGC&.ZD35+N<#,*F6RRHS1]>2SLS ''!&6]?_98[I>_M+^^M M&U[0/VI?
A7IN@:_H&LM9VVK>'YF;3->MMN4N[99&&:6,=04?2D<')5?7FG]KSQ ` MW^R7\5?BA;1,1_MT_LM7C?#W5O"5A]/PZ^NG:'J4ER1,GF2V=TUDGGVTBBN^5A M((ZE@-V\Z#@:E1GC[1];;^)R^&]3\=7?P7[P7_M2P3XX3AAK?MZRB%_M@0K.IR+ M:.8M*4:^B/" &(9%+:YN*/E9/YJ<39ZQ)?4PWGBN34*1#OVU(?=*JE9\ |9G\
)1J?$W_*X:7_Z=K.J'[1G[6?[QT9]U?[G_ M .$OP.^N@^(KSXEZE=>6,EMK4LT1TBF@LK8V\HE]EC;$<2/,9)LH]-&P3:Q!K9 M_P""!I]?-J_EJ\PZE,X%%B(1@UP6-[2RR8ELFHRHS,HA[E64DAB:R4UGXYJJ'XD... [illegible] [!/[/Z URGQ MZ\-^(;S]K+]C?4+... [illegible]
(\L"!NQDC% &IX._M:3 ;*^#G[6G@?]G3]KO3/A_JNF?$ZUU(^&=?\"07EN;*[LX1-+!,ER[;D*E0 MI&#EP"%;9U$$,,98*7.YCN5ESN*K9_;'T'7=2_;[_97U?3M... [illegible]
MO%.E^&KO4;75X+T1DV8:UC&0@!P\N%1C@$.I/'-=Q??[_(*@ M>'_@H_[76N?#KX6OX:@TC^W+SX%0-+?5X=)">"/! M2_#SX/?%W]L]E:1GC]KKPU)\-M6*ZWXZ\0ZCX=T;Q!;&VF[E8@... [illegible]
MZ')\&?""G3)/%TT$LMSX@UD#-%*$WH^T2Y$LA_>Q1@MEL,05 M)C)U/V'[+QE^Q39K_Z>,[4K_P ';DVM?"... [illegible] UY1110 4444 %%%% !1110 4444 %%%% !1110 4444 M %%%% !1110 4444 %%%% !1110 4444
%%%%'$_M%_!E/V@O@QKGPC_P"$ MWU?PU+JT""UU_0KEH;JPGCD26.5&4]>'1=RY&Y2RY&UE]/B*."19$BN)FF9(0SHK-Y2]1QZCZUH MH ;!!#;0I;6\2QQQ]J%C1!@*H& .PIU%% !1110 4444 %%%% !1110 4444 M %%%% !1110 5S7Q6^%7A;XS>%5\$>-
C=OI3:A;75W9VMR8EO!!*LJPRD.>-A@]0?T/4$ C!%:=%5"^X!?I7KM% !1110 4444 %%%% !1110 44 M44 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !111 M0 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%
M!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 % M%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 44 M44 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !111 M0 4444 %%%% !1110 4444
%%%% !1110 4444 %%%% !1110 4444 %%%% M!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 % M%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 44 M44 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110
4444 %%%% !111 M0 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 % M%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 44 M44 %%%%
!1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !111 M0 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ;!1110 4444 %%%% !1110 4444 %%%% '__9 end XML 24 R1.htm IDEA: XBRL DOCUMENT

Cover Page - USD ($) $ in Millions | 12 Months Ended
Aug. 30, 2024
Oct. 14, 2024
Mar. 01, 2024

Cover [Abstract] Document Type 10-K Document Annual Report true Current Fiscal Year End Date --08-30 Document Period End Date Aug. 30, 2024 Document Transition Report false Entity File Number 001-38102 Entity Registrant Name PENGUIN SOLUTIONS, INC. Entity Incorporation, State or Country Code E9 Entity Tax Identification Number 98-1013909 Entity Address, Address Line One c/o Walkers Corporate Limited Entity Address, Address Line Two 190 Elgin Avenue Entity Address, City or Town George Town, Grand Cayman Entity Address, Country KY Entity Address, Postal Zip Code KY1-9008 City Area Code 510 Local Phone Number 623-1231 Title of 12(b) Security Ordinary shares, $0.03 par value per share Trading Symbol PENG Security Exchange Name NASDAQ Entity Well-known Seasoned Issuer No Entity Voluntary Filers No Entity Current Reporting Status Yes Entity Interactive Data Current Yes Entity Filer Category Large Accelerated Filer Entity Small Business false Entity Emerging Growth Company false ICFR Auditor Attestation Flag true Document Financial Statement Error Correction false Entity Shell Company false Entity Public Float $ 1,170 Entity Common Stock, Shares Outstanding 53,289,867 Documents Incorporated by Reference

Portions of the registrant's Definitive Proxy Statement for the 2025 Annual General Meeting of Shareholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended August 30, 2024. Entity Central Index Key 0001616533 Document Fiscal Year Focus 2024 Document Fiscal Period Focus FY Amendment Flag false

- Definition

Boolean flag that is true when the XBRL content amends previously-filed or accepted submission.

+ References

No definition available.

+ Details

Name: dei_AmendmentFlag Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration

- Definition

Area code of city

+ References

No definition available.

+ Details

Name: dei_CityAreaCode Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration

- Definition

Cover page.

+ References

No definition available.

+ Details

Name: dei_CoverAbstract Namespace Prefix: dei_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration

- Definition

End date of current fiscal year in the format --MM-DD.

+ References

No definition available.

+ Details

Name: dei_CurrentFiscalYearEndDate Namespace Prefix: dei_ Data Type: xbrli:gMonthDayItemType Balance Type: na Period Type: duration

- Definition

Boolean flag that is true only for a form used as an annual report.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details

Name: dei_DocumentAnnualReport Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration

- Definition

Indicates whether any of the financial statement period in the filing include a restatement due to error correction.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 402 -Subsection wReference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 4: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details

Name:dei_DocumentFinStmtErrorCorrectionFlag Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Fiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY.

+ References

No definition available.

+ Details

Name:dei_DocumentFiscalPeriodFocus Namespace Prefix:dei_ Data Type:dei:fiscalPeriodItemType Balance Type:na Period Type:duration

- Definition

This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006.

+ References

No definition available.

+ Details

Name:dei_DocumentFiscalYearFocus Namespace Prefix:dei_ Data Type:xbrli:gYearItemType Balance Type:na Period Type:duration

- Definition

For the EDGAR submission types of Form 8-K, the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A, the filing date; for all other submission types, the end of the reporting or transition period. The format of the date is YYYY-MM-DD.

+ References

No definition available.

+ Details

Name:dei_DocumentPeriodEndDate Namespace Prefix:dei_ Data Type:xbrli:dateItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true only for a form used as a transition report.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Forms 10-K, 10-Q, 20-F -Number 240 -Section 13 -Subsection a-1

+ Details

Name:dei_DocumentTransitionReport Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'.

+ References

No definition available.

+ Details

Name:dei_DocumentType Namespace Prefix:dei_ Data Type:dei:submissionTypeItemType Balance Type:na Period Type:duration

- Definition

Documents incorporated by reference.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-23

+ Details

Name:dei_DocumentsIncorporatedByReferenceTextBlock Namespace Prefix:dei_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- Definition

Address Line 1 such as Attn, Building Name, Street Name

+ References

No definition available.

+ Details

Name:dei_EntityAddressAddressLine1 Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Address Line 2 such as Street or Suite number

+ References

No definition available.

+ Details

Name:dei_EntityAddressAddressLine2 Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Name of the City or Town

+ References

No definition available.

+ Details

Name:dei_EntityAddressCityOrTown Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

ISO 3166-1 alpha-2 country code.

+ References

No definition available.

+ Details

Name:dei_EntityAddressCountry Namespace Prefix:dei_ Data Type:dei:countryCodeItemType Balance Type:na Period Type:duration

- Definition

Code for the postal or zip code

+ References

No definition available.

+ Details

Name:dei_EntityAddressPostalZipCode Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details

Name:dei_EntityCentralIndexKey Namespace Prefix:dei_ Data Type:dei:centralIndexKeyItemType Balance Type:na Period Type:duration

- Definition

Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. 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.

+ References

No definition available.

+ Details

Name:dei_EntityCommonStockSharesOutstanding Namespace Prefix:dei_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

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.

+ References

No definition available.

+ Details

Name:dei_EntityCurrentReportingStatus Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- Definition

Indicate if registrant meets the emerging growth company criteria.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details

Name:dei_EntityEmergingGrowthCompany Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

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.

+ References

No definition available.

+ Details

Name:dei_EntityFileNumber Namespace Prefix:dei_ Data Type:dei:fileNumberItemType Balance Type:na Period Type:duration

- Definition

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.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details

Name:dei_EntityFilerCategory Namespace Prefix:dei_ Data Type:dei:filerCategoryItemType Balance Type:na Period Type:duration

- Definition

Two-character EDGAR code representing the state or country of incorporation.

+ References

No definition available.

+ Details

Name:dei_EntityIncorporationStateCountryCode Namespace Prefix:dei_ Data Type:dei:edgarStateCountryItemType Balance Type:na Period Type:duration

- Definition

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).

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-T -Number 232 -Section 405

+ Details

Name:dei_EntityInteractiveDataCurrent Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- Definition

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.

+ References

No definition available.

+ Details

Name:dei_EntityPublicFloat Namespace Prefix:dei_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details

Name:dei_EntityRegistrantName Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details

Name:dei_EntityShellCompany Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Indicates that the company is a Smaller Reporting Company (SRC).

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntitySmallBusiness Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityTaxIdentificationNumber Namespace Prefix:dei_ Data Type:dei:employerIdItemType Balance Type:na Period Type:duration

- Definition

Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

+ References

No definition available.

+ Details
Name:dei_EntityVoluntaryFilers Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- Definition

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.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Securities Act -Number 230 -Section 405

+ Details
Name:dei_EntityWellKnownSeasonedIssuer Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details
Name:dei_IcfrAuditorAttestationFlag Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Local phone number for entity.

+ References

No definition available.

+ Details
Name:dei_LocalPhoneNumber Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Title of a 12(b) registered security.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b

+ Details
Name:dei_Security12bTitle Namespace Prefix:dei_ Data Type:dei:securityTitleItemType Balance Type:na Period Type:duration

- Definition

Name of the Exchange on which a security is registered.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection d1-1

+ Details
Name:dei_SecurityExchangeName Namespace Prefix:dei_ Data Type:dei:edgarExchangeCodeItemType Balance Type:na Period Type:duration

- Definition

Trading symbol of an instrument as listed on an exchange.

+ References

No definition available.

+ Details
Name:dei_TradingSymbol Namespace Prefix:dei_ Data Type:dei:tradingSymbolItemType Balance Type:na Period Type:duration XML 25 R2.htm IDEA: XBRL DOCUMENT
Auditor Information 12 Months Ended
Aug. 30, 2024
Auditor Information [Abstract] Auditor NameDELOITTE & TOUCHE LLPAuditor LocationSan Jose, CaliforniaAuditor Firm ID34

- Definition

PCAOB issued Audit Firm Identifier

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details

Name:dei_AuditorFirmId Namespace Prefix:dei_ Data Type:dei:nonemptySequenceNumberItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details

Name:dei_AuditorLocation Namespace Prefix:dei_ Data Type:dei:internationalNameItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-K -Number 249 -Section 310Reference 2: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 20-F -Number 249 -Section 220 -Subsection fReference 3: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 40-F -Number 249 -Section 240 -Subsection f

+ Details

Name:dei_AuditorName Namespace Prefix:dei_ Data Type:dei:internationalNameItemType Balance Type:na Period Type:duration

- Definition

Auditor Information

+ References

No definition available.

+ Details

Name:peng_AuditorInformationAbstract Namespace Prefix:peng_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 26 R3.htm IDEA: XBRL DOCUMENT

Consolidated Balance Sheets - USD ($) $ in Thousands Aug. 30, 2024Aug. 25, 2023 Assets Cash and cash equivalents$ 383,147$ 365,563 Short-term investments6,33725,251 Accounts receivable, net251,743219,247 Inventories151,213174,977 Other current assets75,26451,790 Current assets of discontinued operations070,574 Total current assets867,704907,402 Property and equipment, net106,548118,734 Operating lease right-of-use assets60,34968,444 Intangible assets, net121,454160,185 Goodwill161,958 161,958 Deferred tax assets85,07074,085 Other noncurrent assets71,41515,150 Total assets1,474,5061,505,958 Liabilities and Equity Accounts payable and accrued expenses219,090182,035 Current debt035,618 Deferred revenue63,95448,096 Acquisition-related contingent consideration050,000 Other current liabilities44,55232,731 Current liabilities of discontinued operations077,770 Total current liabilities327,596426,250 Long-term debt657,347754,820 Noncurrent operating lease liabilities60,54266,407 Other noncurrent liabilities29,81329,248 Total liabilities1,075,2981,276,725 Commitments and contingencies Penguin Solutions shareholders' equity: Preferred shares, $0.03 par value; authorized 30,000 shares; none issued or outstanding00 Ordinary shares, $0.03 par value; authorized 200,000 shares; 60,226 shares issued and 53,277 shares outstanding as of August 30, 2024; 57,542 shares issued and 51,901 shares outstanding as of August 25, 20231,8071,726 Additional paid-in capital513,335 476,703 Retained earnings29,98582,457 Treasury shares, 6,949 shares and 5,641 shares held as of August 30, 2024 and August 25, 2023, respectively(153,756)(132,447) Accumulated other comprehensive income (loss)10(205,964) Total Penguin Solutions shareholders' equity391,381222,475 Noncontrolling interest in subsidiary7,8276,758 Total equity399,208229,233 Total liabilities and equity$ 1,474,506$ 1,505,958

- Definition

Sum of the carrying values as of the balance sheet date of obligations incurred through that date and due within one year (or the operating cycle, if longer), including liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received, taxes, interest, rent and utilities, accrued salaries and bonuses, payroll taxes and fringe benefits.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AccountsPayableAndAccruedLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount, after allowance for credit loss, of right to consideration from customer for product sold and service rendered in normal course of business, classified as current.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481990/310-10-45-2

+ Details

Name:us-gaap_AccountsReceivableNetCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount, after tax, of accumulated increase (decrease) in equity from transaction and other event and circumstance from nonowner source.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 220 -SubTopic 10 -Section 45 -Paragraph 14A -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-14AReference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-11Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(2)(ii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(23)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 220 -SubTopic 10 -Section 45 -Paragraph 14 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-14

+ Details

Name:us-gaap_AccumulatedOtherComprehensiveIncomeLossNetOfTax Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Value received from shareholders in common stock-related transactions that are in excess of par value or stated value and amounts received from other stock-related transactions. Includes only common stock transactions (excludes preferred stock transactions). May be called contributed capital, capital in excess of par, capital surplus, or paid-in capital.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AdditionalPaidInCapitalCommonStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of asset recognized for present right to economic benefit.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(q)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 12: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 13: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(12)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 30: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_Assets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_AssetsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of asset recognized for present right to economic benefit, classified as current.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_AssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount classified as assets attributable to disposal group held for sale or disposed of, expected to be disposed of within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 10 -SubTopic 20 -Topic 205 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-10Reference 2:

http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5CReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482130/360-10-45-9Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5B -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5BReference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-3Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-11

+ Details

Name:us-gaap_AssetsOfDisposalGroupIncludingDiscontinuedOperationCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of liability recognized arising from contingent consideration in a business combination, expected to be settled within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 805 -SubTopic 30 -Name Accounting Standards Codification -Section 35 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479613/805-30-35-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 805 -SubTopic 30 -Section 25 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479668/805-30-25-6

+ Details

Name:us-gaap_BusinessCombinationContingentConsiderationLiabilityCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes 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. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_CashAndCashEquivalentsAtCarryingValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Represents the caption on the face of the balance sheet to indicate that the entity has entered into (1) purchase or supply arrangements that will require expending a portion of its resources to meet the terms thereof, and (2) is exposed to potential losses or, less frequently, gains, arising from (a) possible claims against a company's resources due to future performance under contract terms, and (b) possible losses or likely gains from uncertainties that will ultimately be resolved when one or more future events that are deemed likely to occur do occur or fail to occur.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(15)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_CommitmentsAndContingencies *Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant*

- Definition

Value of common shares held by shareholders. Excludes common shares repurchased and held as treasury shares.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_CommonStockValueOutstanding *Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant*

- Definition

Amount, after allocation of valuation allowances and deferred tax liability, of deferred tax asset attributable to deductible differences and carryforwards, with jurisdictional netting.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482525/740-10-45-4Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482525/740-10-45-6

+ Details

Name:us-gaap_DeferredIncomeTaxAssetsNet *Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant*

- Definition

Amount of deferred income and obligation to transfer product and service to customer for which consideration has been received or is receivable, classified as current.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_DeferredRevenueCurrent *Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant*

- Definition

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.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482548/350-20-55-24Reference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 100 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-100Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(15)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482598/350-20-45-1Reference 7: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482573/350-20-50-1Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482573/350-20-50-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(10)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_Goodwill Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Sum of the carrying amounts of all intangible assets, excluding goodwill, as of the balance sheet date, net of accumulated amortization and impairment charges.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482665/350-30-50-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 350 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482665/350-30-50-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482686/350-30-45-1

+ Details

Name:us-gaap_IntangibleAssetsNetExcludingGoodwill Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount after valuation and LIFO reserves of inventory expected to be sold, or consumed within one year or operating cycle, if longer.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_InventoryNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(26)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480670/235-10-S99-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481607/323-10-50-3Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section

50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 15: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/214747916 8/946-830-55-12Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.6-04(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747917 0/946-210-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30

+ Details

Name:us-gaap_Liabilities Namespace Prefix:us-gaap Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

– Definition

Amount of liabilities and equity items, including the portion of equity attributable to noncontrolling interests, if any.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-599-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(q)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-599-1Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.9-03(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-599-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.5-02(32)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-599-1

+ Details

Name:us-gaap_LiabilitiesAndStockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_LiabilitiesAndStockholdersEquityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Total obligations incurred as part of normal operations that are expected to be paid during the following twelve months or within one business cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-5Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 21: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_LiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount classified as liabilities attributable to disposal group held for sale or disposed of, expected to be disposed of within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 10 -SubTopic 20 -Topic 205 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-10Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5CReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482130/360-10-45-9Reference 5: http://fasb.org/us-

gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5B -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-5BReference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-3Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483475/205-20-45-11

+ Details

Name:us-gaap_LiabilitiesOfDisposalGroupIncludingDiscontinuedOperationCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt classified as current. Excludes lease obligation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LongTermDebtCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt classified as noncurrent. Excludes lease obligation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LongTermDebtNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of equity (deficit) attributable to noncontrolling interest. Excludes temporary equity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480670/235-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 13: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_MinorityInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease, classified as noncurrent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiabilityNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's right to use underlying asset under operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseRightOfUseAsset Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of current assets classified as other.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherAssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of noncurrent assets classified as other.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherAssetsNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of liabilities classified as other, due within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10

+ Details

Name:us-gaap_OtherLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of liabilities classified as other, due after one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherLiabilitiesNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Value of nonredeemable preferred shares and preferred shares redeemable solely at option of issuer, held by shareholders. Excludes preferred shares repurchased and held as treasury shares.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_PreferredStockValueOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7AReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478451/942-360-50-1

+ Details

Name:us-gaap_PropertyPlantAndEquipmentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of accumulated undistributed earnings (deficit).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(23)(a)(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1

+ Details

Name:us-gaap_RetainedEarningsAccumulatedDeficit Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of investments including trading securities, available-for-sale securities, held-to-maturity securities, and short-term investments classified as other and current.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_ShortTermInvestments Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph

(SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-599-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-599-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-599-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-599-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480410/310-10-599-2

+ Details

Name:us-gaap_StockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_StockholdersEquityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of equity (deficit) attributable to parent and noncontrolling interest. Excludes temporary equity.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4:

http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 50 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-1Reference 4; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 6; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 7; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 8; http://www.xbrl.org/2003/role/disclosureRef -Topic 848 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (a)(3)(iii)(03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483550/848-10-65-2Reference 9; http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (c)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479832/842-10-65-8Reference 10; http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-24Reference 11; http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 23 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-23Reference 12; http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-5Reference 13; http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 5 -Subparagraph (e)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-5Reference 14; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 15; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 16; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 17; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 18; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 19; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (i)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 20; http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 21; http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 22; http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 23; http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 24; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 25; http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 26; http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 4 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-4Reference 27; http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 28; http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 29; http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 30; http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-5Reference 31; http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481674/830-30-50-1Reference 32; http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-17Reference 33; http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 20 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-20Reference 34; http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 35; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 36; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-3Reference 37; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 38; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 39; http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 40; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 41; http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 42; http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 43; http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 44; http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 45; http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 46; http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-15Reference 47; http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 16 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-16Reference 48; http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 55 -Paragraph 41 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-4Reference 49; http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476166/350-60-65-1

+ Details

Name:us-gaap_StockholdersEquityIncludingPortionAttributableToNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

The amount allocated to treasury stock. Treasury stock is common and preferred shares of an entity that were issued, repurchased by the entity, and are held in its treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481520/505-30-50-4Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481549/505-30-45-1

+ Details

Name:us-gaap_TreasuryStockValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant XML 27 R4.htm IDEA: XBRL DOCUMENT

Consolidated Balance Sheets (Parenthetical) - $ / shares Aug. 30, 2024Aug. 25, 2023Statement of Financial Position [Abstract] Preferred stock, par value (in dollars per share)$ 0.03$ 0.03Preferred stock, authorized (in shares)30,000,00030,000,000 Preferred stock, issued (in shares)00Preferred stock, shares outstanding00Ordinary shares, par value (in usd per share)$ 0.03$ 0.03Ordinary shares, authorized (in shares)200,000,000200,000,000Ordinary shares, issued (in shares)60,226,00057,542,000 Ordinary shares, outstanding (in shares)53,277,00051,901,000Treasury shares (in shares)6,949,0005,641,000

- Definition

Face amount or stated value per share of common stock.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_CommonStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:instant

- Definition

The maximum number of common shares permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747917O/946-210-S99-1

+ Details

Name:us-gaap_CommonStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_CommonStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3

+ Details

Name:us-gaap_CommonStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13

+ Details

Name:us-gaap_PreferredStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:instant

- Definition

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.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_PreferredStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13

+ Details

Name:us-gaap_PreferredStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3

+ Details

Name:us-gaap_PreferredStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_StatementOfFinancialPositionAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Number of previously issued common shares repurchased by the issuing entity and held in treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481549/505-30-45-1

+ Details

Name:us-gaap_TreasuryStockCommonShares Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant XML 28 R5.htm IDEA: XBRL DOCUMENT

Consolidated Statements of Operations - USD ($) shares in Thousands, $ in Thousands12 Months Ended

Aug. 30, 2024

Aug. 25, 2023

Aug. 26, 2022

Total net sales$ 1,170,796$ 1,441,250$ 1,395,876Total cost of sales830,0201,026,0791,004,831Gross profit340,776415,171391,045Operating expenses: Research and development81,53790,56577,472Selling, general and administrative233,880260,722204,839Impairment of goodwill019,0920Change in fair value of contingent consideration029,00041,324Other operating (income) expense7,0647,047234Total operating expenses322,481406,426323,869Operating income (loss)18,2958,74567,176Non-operating (income) expense: Interest expense, net28,37836,42124,345Other non-operating (income) expense21,08411,837350Total non-operating (income) expense49,46248,25824,695Income (loss) before taxes(31,167)(39,513)42,481Income tax provision (benefit)10,618(49,203)18,074Net income (loss) from continuing operations(41,785)9,69024,407Net income (loss) from discontinued operations(8,148)(195,384)44,185Net income (loss)(49,933)(185,694)68,592Net income attributable to noncontrolling interest2,5391,8322,035Net income (loss) attributable to Penguin Solutions$ (52,472)$ (187,526)$ 66,557Basic earnings (loss) per share: Continuing operations$ (0.85)$ 0.16$ 0.45Discontinued operations(0.15)(3.94)0.90Basic (in usd per share)(1.00)(3.78)1.35Diluted earnings (loss) per share: Continuing operations(0.85)0.150.41Discontinued operations(0.15)(3.80)0.81Diluted (in usd per share)$ (1.00)$ (3.65)$ 1.22Shares used in per share calculations: Basic (in shares)52,42849,56649,467Diluted (in shares)52,42851,32254,443Products Total net sales$ 925,827$ 1,192,890$ 1,247,470Total cost of sales722,634916,005940,516Services Total net sales244,969248,360148,406Total cost of sales$ 107,386$ 110,074$ 64,315

- Definition

Amount of increase (decrease) in the value of a contingent consideration liability, including, but not limited to, differences arising upon settlement.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479581/805-30-50-4

+ Details

Name:us-gaap_BusinessCombinationContingentConsiderationArrangementsChangeInAmountOfContingentConsiderationLiability1 Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

The aggregate costs related to goods produced and sold and services rendered by an entity during the reporting period. This excludes costs incurred during the reporting period related to financial services rendered and other revenue generating activities.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(2)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(2)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 924 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SAB Topic 11.L) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479941/924-10-S99-1

+ Details

Name:us-gaap_CostOfGoodsAndServicesSold Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_EarningsPerShareAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7

+ Details

Name:us-gaap_EarningsPerShareBasic Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration

– Definition

The amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483631/220-10-S99-2Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7

+ Details

Name:us-gaap_EarningsPerShareDiluted *Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration*

- References

No definition available.

+ Details

Name:us-gaap_EarningsPerShareDilutedAbstract *Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration*

- Definition

Amount of impairment loss from 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.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482540/350-20-55-24Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482573/350-20-50-2Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 100 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-100Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482573/350-20-50-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482598/350-20-45-2

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Name:us-gaap_GoodwillImpairmentLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Aggregate revenue less cost of goods and services sold or operating expenses directly attributable to the revenue generation activity.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SX 210.5-03(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 9: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SX 210.5-03(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-599-1Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1AReference 14: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1AReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1AReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1AReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1BReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1BReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1BReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-599-1BReference 23: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 31 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-31

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~~Name:us-gaap_GrossProfit Namespace Prefix:us-gaap Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration~~

~~- Definition~~

~~Amount of income (loss) from continuing operations, including income (loss) from equity method investments, before deduction of income tax expense (benefit), and income (loss) attributable to noncontrolling interest.~~

~~+ References~~

~~Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2:~~

http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.7-04(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 9: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 31 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-31Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 235 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.9-05(b)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477314/942-235-S99-1Reference 11: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 2 -Subparagraph (SX 210.5-03(10)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 12: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.9-04(15)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1

+ Details

Name:us-gaap_IncomeLossFromContinuingOperationsBeforeIncomeTaxesExtraordinaryItemsNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount after tax of income (loss) from continuing operations including portion attributable to the noncontrolling interest.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 19 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-19Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section 599 -Paragraph 1 -Subparagraph (SX 210.7-04(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI

https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 599 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 31 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-31

*[4UL8 M]UTIY%|[AO#0/>C_BK*YW"-^4CG,8N0DR+6.\D5/"F0\D55[-[?1V1)^HC; M+/LH:>=\4?)D><7<]*]160DQG""^]V8N_BDQ\"KV7M^]Y;-85%3? M2GE[&X[O_(=<,;Y8*

*V.$.#.7.1+E#5.&.#-!V"DK MD5=<@W':[IFM4UM7;+T3VE]],F>Z*EB<+BZS76+M^W+|2HUHWS3RQQ.<]/EK M16-[=']*S;=]\Y=//T,_HB]#]%YPL;7-6<1Q'5!RG3Q]KF?DNE#(I'XZM"V& MS1XNT&2U%#9AT;6[[.DDLOCBM9[^KK5AL<3*52E/RY9R3_C"ABQ1CC_*5G3D MZ@ QQY_P"#;.*,+9F,(R"MN^)@]G2FD>R"#,4FO61<5>E5]HU[M%*

7N+N)=HV4S#:.&KNK8[M+&F8V"Q$] MQI5$5\T\GA=

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