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zk2532595.htm 6-K UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 FORM 6-K
Â A Report of Foreign Private Issuer Pursuant to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934 For the
month of January 2025 Â G. Willi-Food International Ltd. (Translation of registrantâ€™s name into English) Â A 4 Nahal
Harif St., Yavne, Israel 81106 Â (Address of principal executive offices) Â Indicate by check mark whether the registrant
files or will file annual reports under cover Form 20-F or Form 40-F.Â Form 20-F â˜Â A Â A Â A Â A Â Form 40-F â˜Â A
INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K Â Attached hereto and incorporated by reference herein
asÂ Exhibit 99.1Â is aÂ proxyÂ statement and asÂ Exhibit 99.2Â is a form ofÂ proxyÂ card in connection with the Special
General Meeting of Shareholders scheduled for February 27, 2025. This Report on Form 6-K is hereby incorporated by
reference into the Companyâ€™s Registration Statement on Form S-8 (File No. 333-266312). SignaturesÂ Pursuant to
the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its
behalf by the undersigned, thereunto duly authorized.Â A Â A G. Willi-Food International Ltd. Â A Â A By: /s/ Yitschak
Barabi Â Name: Yitschak Barabi Â Title: Chief Financial Officer Date: January 22, 2025 Â A EX-99.1 2 exhibit_99-1.htm
EXHIBIT 99.1 Exhibit 99.1 G. WILLI-FOOD INTERNATIONAL LTD. 4 Nahal Harif Street, Northern Industrial Zone, Yavne
8122216,Â Israel Tel: 972-8-9321000; Fax: 972-8-9321003 NOTICE OF SPECIAL GENERAL MEETING OF
SHAREHOLDERS TO BE HELD ON FEBRUARY 27, 2025 Â NOTICE IS HEREBY GIVEN that the Special General Meeting
of Shareholders (the â€œMeetingâ€) of G. Willi-Food International Ltd. (the â€œCompanyâ€) will be held on February 27,
2025, at 4:00 p.m. Israel time, at the offices of the Company, 4 Nahal Harif Street, Northern Industrial Zone, Yavne
8122216, Israel, for the following purposes: 1. Approval of a revised Compensation Policy for a period of three years,
commencing on the date of approval by the shareholders in the Meeting. Â 2. Subject to the approval of proposal 3,
appointment of Mr. Zwi Williger as the Companyâ€™s Chairman of the Board for an additional period of three years,
commencing on the date of approval by the shareholders in the Meeting. Â 3. Subject to the approval of proposal 2,
appointment of Mr. Joseph Williger, Mr. Zwi Williger's brother, as the Company's CEO for an additional period of three
years, commencing on the date of approval by the shareholders in the Meeting. Â 4. Subject to the approval of the
revised Compensation Policy (proposal 1) and the appointment of Mr. Zwi Williger as the Companyâ€™s Chairman of the
Board (proposal 2), approval of an amendment to the terms of office of Mr. Zwi Williger, a controlling shareholder,
commencing on January 1, 2025. Â 5. Subject to the approval of the revised Compensation Policy (proposal 1) and the
appointment of Mr. Joseph Williger, a controlling shareholder, as the Companyâ€™s CEO (proposal 3), approval of an
amendment to the terms of office of Mr. Joseph Williger, commencing on January 1, 2025. Â 6. Approval of the terms of
office of Mrs. Dana Williger Schutz, daughter of Mr. Joseph Williger, as the Company's head of marketing, commencing on
commencing on the date of approval by the shareholders in the Meeting. Â Shareholders may transact such other
additional business as may properly come before the Meeting or any adjournment or postponement thereof. One or more
shareholders holding at least one percent (1%) of the voting rights at the Meeting may apply to the Company's Board of
Directors in accordance with the provisions of section 66(b) of the Companies Law, to include a matter on the agenda of
the Meeting until Wednesday, January 29, 2025. Should the Board of Directors find that said matter is appropriate to be
discussed at the Meeting, the Company will publish an updated agenda. Shareholders of record at the close of business on
Tuesday, January 23, 2025, (the â€œRecord Dateâ€), are entitled to participate and to vote at the Meeting and at any
adjournment or postponement thereof. Each shareholder of record is entitled to one vote for each Ordinary Share held by
him/her upon each of the matters on the Meetingâ€™s agenda. All shareholders are cordially invited to attend the
Meeting in person. Shareholders who will not attend the Meeting in person are requested to complete, date and sign the
enclosed form of proxy and to return it promptly, no later than 48 hours prior to the Meeting (i.e., no later than February
25, 2025 at 4:00 p.m., Israel time), to the offices of the Company or to the offices of the Company's transfer agent,
Equiniti Trust Company LLC, using the enclosed envelope. No postage is required if mailed in the United States. Return
of your proxy does not deprive you of your right to attend the Meeting and to vote your Ordinary Shares in person. A
shareholder who wishes to vote at the Meeting but is unable to attend in person may appoint a representative to attend
the Meeting and vote in his/her behalf. In order to do so, such shareholder must execute an instrument of appointment
and deposit it at the offices of the Company (or its designated representative) no later than 48 hours prior to the Meeting
(i.e., no later than February 25, 2025 at 4:00 p.m. Israel time). The following Proxy Statement contains additional
information with respect to the matters on the agenda. Shareholders may, at their request and subject to the provisions of
the law, review documents related to the Meetingâ€™s agenda at the offices of the Company, 4 Nahal Harif Street,
Northern Industrial Zone, Yavne 8122216, Israel, on (Israeli) business days (Sundays to Thursdays) between 9:00 a.m. to
5:00 p.m. Israel time following previous coordination with the Companyâ€™s Chief Financial Officer, Mr. Yitschak Barabi
(phone number +972-8-9321000, fax number +972-8-9321003). By order of the Board of Directors Zvi Williger Chairman
of the Board of Directors Dated: Yavne, Israel, January 20, 2025 - ii - G. WILLI-FOOD INTERNATIONAL LTD. 4 Nahal
Harif Street,Â Northern Industrial Zone, Yavne 8122216,Â Israel Â PROXY STATEMENT Â This proxy statement is
furnished to the Companyâ€™s shareholders in connection with the solicitation by the Board of Directors of G. Willi-Food
International Ltd. (the â€œCompanyâ€) of proxies to be voted at the Special General Meeting (the â€œMeetingâ€) of the
Company to be held on February 27, 2025, at 4:00 p.m. Israel time at the Company offices, 4 Nahal Harif Street, Northern
Industrial Zone, Yavne 8122216, Israel (the â€œCompanyÂ Officesâ€), and at any adjournment or postponement thereof.
This proxy statement and the proxies solicited hereby will be sent to shareholders on or about January 28, 2025. Â
General Information Â Proxies for use at the Meeting are being solicited by the Board of Directors of the Company (the
â€œBoardâ€). A form of proxy for use at the Meeting is attached. All ordinary shares of the Company, nominal value
NISÂ 0.1 per share (the â€œOrdinary Sharesâ€), represented at the Meeting by properly executed proxies received at the
Company Offices or at the offices of the Companyâ€™s transfer agent, Equiniti Trust Company LLC, at least 48 hours
prior to the Meeting (i.e., no later than February 25, 2025 at 4:00 pm Israel Time) and which are not revoked, will be
voted at the Meeting in accordance with the instructions contained therein. If the shareholder executing or revoking a
proxy does so under a power of attorney or other authorization, including an authorization by a corporationâ€™s board of
directors or shareholders, he or she must send the Company the original or a duly certified copy of such power of
attorney or authorization. A proxy may be revoked by a shareholder at any time prior to its use by voting in person at the
Meeting, by executing a later proxy (provided that such later proxy is received within the above-referenced time period),
or by submitting a written notice of revocation to Mr. Yitschak Barabi, the Companyâ€™s Chief Financial Officer, at the
Company Offices prior to the Meeting. Â If the proxy is properly signed by the shareholder and is not revoked, it will be
voted at the Meeting. If a shareholder specifies how the proxy is to be voted, the proxy will be voted in accordance with

such specification. Otherwise, subject to applicable law and stock exchange regulations, the proxy will be voted in favor of the matters described herein, as recommended by the Board. A The presence in person or by proxy of two or more shareholders representing no less than twenty five percent (25%) of the outstanding Ordinary Shares entitled to vote at the Meeting will constitute a quorum enabling the Meeting to be conducted. According to the Company's Articles of Association, if a quorum is not present within half an hour of the time scheduled for the commencement of the Meeting, the Meeting shall be automatically adjourned to one week thereafter at the same time and place, or to a time and place as the Board shall determine by notice to the shareholders (the "Adjourned Meeting"). If a quorum is not present within half an hour of the time scheduled for the Adjourned Meeting, it shall be held as planned with the participation of any number of shareholders holding any number of voting rights. A Proxies will be solicited primarily by mail; however, officers, directors, employees and agents of the Company, none of whom will receive additional compensation, may solicit proxies by telephone, e-mail or other forms of contact. Copies of solicitation materials will be furnished to banks, brokerage firms, nominees, fiduciaries and other custodians holding Ordinary Shares (in their names or for other shareholders) who ask to receive proxy materials and obtain proxies for the beneficial owners of Ordinary Shares. The Company will bear the cost of such solicitations, including postage, printing and handling, and will reimburse the reasonable expenses of brokerage firms and others for forwarding material to beneficial owners of Ordinary Shares A Vote Required for Approval A The approval of the revised Compensation Policy (proposal 1 above), appointment of Mr. Zwi Williger as the Company's Chairman (proposal 2 above) and the appointment of Mr. Joseph Williger as the Company's CEO (proposal 3 above) all require the affirmative vote of the shareholders holding at least a majority of the Ordinary Shares present, in person or by proxy, and voting on each matter, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the Company and who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. A The approval of the amendment to the terms of office of Mr. Zwi Williger as the Company's Chairman of the Board (proposal 4 above), approval of the amendment to the terms of office of Mr. Joseph Williger, as the Company's CEO (proposal 5 above) and approval of the terms of office of Mrs. Dana Williger Schutz as head of marketing (proposal 6 above), all require the affirmative vote of the shareholders holding at least a majority of the Ordinary Shares present, in person or by proxy, and voting on each matter, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who have no personal interest in the approval of each matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. A For purposes of proposals 1 to 3, a "controlling shareholder" is any shareholder that has the ability to direct the Company's activities (other than by means of being a director or other office holder of the Company). A person is presumed to be a controlling shareholder if the person holds or controls, alone or together with others, one-half or more of any one of the "means of control" of the Company. "Means of control" is defined as any one of the following: (i) the right to vote at a general meeting of the Company or (ii) the right to appoint directors of the Company or its chief executive officer. A According to the Israeli Companies Law, a "personal interest" of any shareholder in an act or transaction of a company, including a personal interest of any members of the shareholder's family, family members of the shareholder's spouse, or a spouse of any of the foregoing, or a personal interest of a company with respect to which the shareholder (or such family member) serves as a director or the CEO, owns at least five percent (5%) of the shares or holds at least five percent (5%) of the voting rights or has the right to appoint a director or the CEO, including a personal interest of anyone voting by proxy or granting a proxy with respect to the proposal and excluding an interest arising solely from the ownership of the Company's ordinary shares. A Please note that each shareholder is required to indicate on the proxy card or voting instruction form whether or not he/she is a controlling shareholder of the Company or/and has a personal interest, as the case may be, in the approval of proposals 1 through 6, no matter whether he/she votes for or against these proposals. If a shareholder fails to notify the Company as to whether or not he/she is a controlling shareholder of the Company with respect to proposals 1, 2 and 3 or has a personal interest in the approval of proposals 1 through 6, his/her vote will not be counted with respect to the proposal(s) for which he/she failed to provide notification. A Only shareholders of record at the close of business on January 21, 2025 (the "Record Date") are entitled to vote at the Meeting. At the close of business on the Record Date, 13,867,017 Ordinary Shares were outstanding and eligible for voting at the Meeting. Subject to the voting restrictions described above, each shareholder of record is entitled to one vote for each Ordinary Share held by him or her upon each matter on the Meeting's agenda. A Shareholders may, at their request and subject to the provisions of the law, review documents related to the Meeting's agenda at the Company Offices on (Israeli) business days (Sundays to Thursdays) between 9:00 a.m. to 5:00 p.m. Israel time following previous coordination with the Company's Chief Financial Officer, Mr. Yitschak Barabi (phone number +972-08-9321000, fax number +972-08-9321003). A If a shareholder wishes to state his or her position with respect to any of the matters described in this proxy statement, in addition to any right he may have under applicable law, he may state such position pursuant to the regulations under the Israeli Companies Law, 5759-1999 (the "Companies Law") by delivery of a notice to the Company Offices not later than February 27, 2025; the Board shall respond to such notice no later than February 20, 2025. A 2 PROPOSAL NO. 1 A APPROVAL OF A REVISED COMPENSATION POLICY FOR THE COMPANY'S DIRECTORS AND OFFICERS A On March 14, 2023, the General Meeting of Shareholders approved the current compensation policy. The Company's current compensation policy may be found at the following link: https://www.sec.gov/Archives/edgar/data/1030997/000117891323000410/exhibit_99-1.htm (the "Current Compensation Policy"). A The current Compensation Policy does not grant any rights to the Company officers (which, according to the Companies Law, include the members of the Board of Directors) but rather establishes a framework for compensation. The actual compensation received by each officer is that specifically approved by the Company organs. A The proposed revised Compensation Policy, attached hereto as Appendix A, is being presented to shareholders for their consideration (the "Revised Compensation Policy") and is marked to show changes from the Current Compensation Policy. A Below is a description of certain provisions of the Revised Compensation Policy as well as a comparison to certain provisions in the Current Compensation Policy (capitalized terms are defined in the Compensation Policy): A Revised Compensation Policy: A The Measurable Bonus Mechanism A Payment of the Measurable Bonus to each of the Company's officers will be subject to the generation by the Company of actual annual operating profit before bonuses of at least NIS 15 million (the "Minimum Profit"), in which case the following Measurable Bonuses will apply (subject to the Annual Bonus caps provided in section 6.1 of the Revised Compensation Policy): A ¢ for the initial NIS 10 million of either (i) actual operating profit before Bonuses or (ii) profit before tax before Bonuses (either, the "Profit Before

Bonuses"), as shall be determined separately for each of the Company's officers, a Bonus of up to 2% of the Profit Before Bonuses. If the Profit Before Bonuses exceeds NIS 10 million and up to and including NIS 15 million, a Bonus of up to 3% of the Profit Before Bonuses. If the Profit Before Bonuses exceeds NIS 15 million and up to and including NIS 20 million, a Bonus of up to 4% of the Profit Before Bonuses. Current Compensation Policy: The Measurable Bonus Mechanism Payment of the Measurable Bonus to each of the Company's officers is subject to exceeding the Minimum Profit, in which case the following Measurable Bonuses will apply (subject to the Annual Bonus caps provided in section 6.1 of the Revised Compensation Policy): for the initial NIS 10 million of actual operating profit before Bonuses, a Bonus of up to 2%. a Bonus of up to 3% of actual operating profit before Bonuses of between NIS 10 million and NIS 15 million. 3 a Bonus of up to 4% of actual operating profit before Bonuses of between NIS 15 million and NIS 20 million. a Bonus of up to 5.5% of actual operating profit before Bonuses exceeding NIS 20 million. At the Meeting, the shareholders will be asked to approve the Revised Compensation Policy, which will become effective for a term of three years commencing on the date of approval by the shareholders in the Meeting. The Company's Board of Directors, based on the recommendation of the Company's Compensation Committee, has resolved to approve the Revised Compensation Policy as it believes that the most effective executive compensation program is one that is designed to reward achievement and that aligns executives' interests with those of the Company and its shareholders by rewarding performance, with the ultimate objective of improving shareholder value and building a sustainable company. It is proposed that at the Meeting, the following resolution be adopted: RESOLVED to approve the Revised Compensation Policy of the Company, in the form attached as Appendix A to the Proxy Statement, for a period of three years commencing on the date of approval by the shareholders in the Meeting. Approval of this Proposal No. 1 requires the affirmative vote of shareholders present in person or by proxy and holding the Company's ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the Company and who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 1. 4 PROPOSAL NO. 2 SUBJECT TO THE APPROVAL OF PROPOSAL 3, APPOINTMENT OF MR. ZWI WILLIGER, MR JOSEPH WILLIGER'S BROTHER, AS THE CHAIRMAN OF THE BOARD, FOR AN ADDITIONAL PERIOD OF THREE (3) YEARS COMMENCING ON THE DATE OF APPROVAL BY THE SHAREHOLDERS IN THE MEETING Under the Companies Law, the Chairman of the Board of Directors of a public company or its relative shall be granted the powers of the Chief Executive Officer (General Manager) if the company shareholders resolve, that for a period of no more than three years from the date of approval of the resolution to such effect, the Chairman of the Board of Directors may be authorized to fulfill the role of Chief Executive Officer, or to exercise the powers of the Chief Executive Officer, and also to authorize the Chief Executive Officer, or his relative, to fulfill the role of the Chairman of the Board of Directors or to exercise its powers, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the Company and who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. At the shareholder meeting held on March 14, 2023, the Company shareholders approved the appointment of Mr. Zwi Williger as the Company's Chairman and the appointment of Mr. Joseph Williger, as the Company's CEO, for a period of three (3) years. Additional information may be found in the following link:

https://www.sec.gov/Archives/edgar/data/1030997/000117891323000410/exhibit_99-1.htm. It is proposed that at the Meeting, the following resolution be adopted: RESOLVED to approve the appointment of Mr. Zwi Williger as the Company's Chairman of the Board for an additional period of three (3) years, commencing on the date of approval by the shareholders in the Meeting. Approval of this Proposal No. 2 requires the affirmative vote of shareholders present in person or by proxy and holding the Company's ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the Company and who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 2. 5 PROPOSAL NO. 3 SUBJECT TO THE APPROVAL OF PROPOSAL 2, APPOINTMENT OF MR. JOSEPH WILLIGER, MR. ZWI WILLIGER's BROTHER, AS THE COMPANY'S CEO, FOR AN ADDITIONAL PERIOD OF THREE (3) YEARS, COMMENCING ON THE DATE OF THE APPROVAL BY THE SHAREHOLDERS IN THE MEETING Under the Companies Law, the Chairman of the Board of Directors of a public company or his relative shall be granted the powers of the Chief Executive Officer (General Manager) if the company shareholders resolve, that for a period of no more than three years from the date of approval of the resolution to such effect, the Chairman of the Board of Directors may be authorized to fulfill the role of Chief Executive Officer, or to exercise the powers of the Chief Executive Officer, and also to authorized the Chief Executive Officer, or his relative, to fulfill the role of the Chairman of the Board of Directors or to exercise its powers, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the Company and who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. At the shareholders meeting held on March 14, 2023, the shareholders approved the appointment of Mr. Zwi Williger as the Company's Chairman and the appointment of Mr. Joseph Williger, as the Company's CEO, for a period of three (3) years. Additional information may be found in the following link: https://www.sec.gov/Archives/edgar/data/1030997/000117891323000410/exhibit_99-1.htm. It is proposed that at the Meeting, the following resolution be adopted: RESOLVED to approve the appointment of Mr. Joseph Williger as the Company's CEO for an additional period of three (3) years, commencing on the date of approval by the shareholders in the Meeting. Approval of this Proposal No. 3 requires the affirmative vote of shareholders present in person or by proxy and holding the Company's ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who are not a controlling shareholder in the

Company as well as those who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. Â The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 3. 6 PROPOSAL NO. 4 Â SUBJECT TO THE APPROVAL OF THE REVISED COMPENSATION POLICY (PROPOSAL 1), AND THE APPOINTMENT OF MR. ZWI WILLIGER AS THE COMPANY'S CHAIRMAN OF THE BOARD (PROPOSAL 2), APPROVAL OF AN AMENDMENT TO THE TERMS OF OFFICE OF MR. ZWI WILLIGER, A CONTROLLING SHAREHOLDER, COMMENCING ON JANUARY 1, 2025 Â Mr. Zwi Williger has served as Co-Chairman of the Board from August 17, 2017 until March 13, 2023 and as a Chairman of the Board since March 14, 2023.Â Â At the shareholder meeting held on March 14, 2023 (â€œMarch 2023 Meetingâ€), the shareholders approved the current Management Services Agreement with a company controlled by Mr. Zwi Williger, each for a period of three years commencing as of January 1, 2023 (the â€œCurrentÂ Management Services Agreementâ€). The terms of the current Management ServicesÂ Agreement may be found inÂ Proposal 4 of the proxy statement sent to the Company shareholders in connection with the March 2023 Meeting at the following link:

https://www.sec.gov/Archives/edgar/data/1030997/000117891323000410/exhibit_99-1.htm. Subject to the approval by shareholders of the Revised Compensation Policy as proposed in Proposal 1 above and the appointment of Mr. Zwi Williger as the Company's chairman as proposed in Proposal 2 above, the shareholders will be asked to approve an amendment to the terms of office of Mr. Zwi Williger, a controlling shareholder, commencing on January 1, 2025Â and for a period of three years. As part of the amendment to the terms of office of Mr. Zwi Williger, the Measurable Bonus to which Mr. Zwi Williger is entitled, pursuant to the Current Management Services Agreement, will be based on annual profit-before-tax instead of annual operating profit. All numerical amounts in the Current Management Services Agreement will remain the same. Â The Compensation Committee and the Board of Directors believe that basing the bonus on profit before tax better reflects Mr. Williger's contribution to the Company's financial results and allows for a bonus payment based on actual results, in full alignment with the interests of other shareholders. Â As revised, the annual bonus provision will provide as follows: Â Profit Related Bonus - an annual bonus determined according to measurable quantitative criteria Â - Payment of the Measurable Bonus will be subject to an average minimum operating profit of the Company before bonusesÂ during the last three (3) years (i.e., the year in which the bonus is granted and the previous two (2) years)Â (the â€œBonusesâ€ and "Average Operating Profit Before Bonuses", respectively) of at least NIS 40 million (USD 11.3 million) (the â€œMinimum Average Operating Profit before Bonusesâ€). Â - Subject to the Company's achieving or exceeding the Minimum Average Operating ProfitÂ Before Bonuses, the Chairman shall be entitled to receive a bonus as follows: (i) a Bonus of 2.5% of the average profit before tax of the Company before bonusesÂ during the last three (3) yearsÂ (the "Average Profit Before Tax Before Bonuses") for the amount exceeding NIS 10 million (USD 2.8 million) and up to and including NIS 15 million (USD 4.2 million); (ii) a Bonus of 3% of the Average Profit Before Tax Before Bonuses for the amount exceeding NIS 15 million and up to and including NIS 25 million (USD 7.1 million); (iii) a Bonus of 4.15% of Average Profit Before TaxÂ Before Bonuses for the amount exceeding NIS 25 million and up to and including NIS 40 million (USD 11.3 million); (iv)Â a Bonus of 5% of the Average Profit Before TaxÂ Before Bonuses for the amount exceeding NIS 40 million and up to and including NIS 55 million (USD 15.6 million); and (v) a Bonus of 5.5% of the Average Profit Before TaxÂ Before Bonuses for any amount exceeding NIS 55 million. Â 7 The maximum annual Bonus to be paid to the Chairman will not exceed an amount of NIS 2.4 million (USD 679.89 thousand). Other than as set forth above, there are no other proposed changes to the Current Management Services Agreement. Â It is noted that the proposed amendment as described above shall commence as of the bonus regarding the year 2025. Â It is proposed that at the Meeting, the following resolution be adopted: Â â€œRESOLVED, to approveÂ the amendment to the terms of office of Mr. Zwi Williger, a controlling shareholder, commencing on January 1, 2025.â€ Â Approval of this Proposal No. 4 requires the affirmative vote of shareholders present in person or by proxy and holding the Companyâ€™s ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. Â The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 4. 8 PROPOSAL NO. 5 Â SUBJECT TO THE APPROVAL OF THE REVISED COMPENSATION POLICY (PROPOSAL 1), AND THE APPOINTMENT OF MR. JOSEPH WILLIGER AS THE COMPANY'S CEO (PROPOSAL 3), APPROVAL OF AN AMENDMENT TO THE TERMS OF OFFICE OF MR. JOSEPH WILLIGER, A CONTROLLING SHAREHOLDER, COMMENCING ON JANUARY 1, 2025 Â Mr. Joseph Williger has served as Co-Chairman of the Board from June 20, 2017 until March 13, 2023 and as CEO since March 14, 2023.Â Â At the March 2023 Meeting, the shareholders approved the current Management Services Agreements with a company controlled by Mr. Joseph Williger for a period of three years, commencing as of January 1, 2023 (the â€œCurrentÂ Management Services Agreementâ€). The terms of the Current Management ServicesÂ Agreement may be found inÂ Proposal 4 of the proxy statement sent to the Company shareholders in connection with the March 2023 Meeting at the following link:

https://www.sec.gov/Archives/edgar/data/1030997/000117891323000410/exhibit_99-1.htm. Subject to the approval by shareholders of the Revised Compensation Policy as proposed in Proposal 1 above and the appointment of Mr. Joseph Williger as the Company's CEO, as proposed in Proposal 3 above, the shareholders will be asked to approve an amendment to the terms of office of Mr. Joseph Williger, a controlling shareholder, commencing on January 1, 2025Â and for a period of three years. As part of the amendment to the terms of office of Mr. Joseph Williger, the Measurable Bonus to which Mr. Joseph Williger is entitled pursuant to the Current Management Services Agreement, will be based on annual profit-before-tax, instead of annual operating profit. All numerical amounts in the Current Management Services Agreement will remain the same. Â The Compensation Committee and the Board of directors believe that basing the bonus on profit before tax better reflects Mr. Williger's contribution to the Company's financial results and allows for a bonus payment based on actual results, in full alignment with the interests of other shareholders. Â As revised, the annual bonus provision will provide as follows: Â Profit Related Bonus - an annual bonus determined according to measurable quantitative criteria Â - Payment of the Measurable Bonus will be subject to an average minimum operating profit of the Company before bonuses during the last three (3) years (i.e., the year in which the bonus is granted and the previous two (2) years)Â (the â€œBonusesâ€ and "Average Operating Profit Before Bonuses", respectively) of at least NIS 40 million (USD 11.3 million) (the â€œMinimum Average Operating Profit before Bonusesâ€). Â - Subject to the Company's achieving or exceeding the Minimum Average Operating ProfitÂ Before Bonuses, the Chairman shall be entitled to receive a bonus as follows: (i) a Bonus of 2.5% of the average profit before tax of the Company before

bonuses during the last three (3) years (the "Average Profit Before Tax Before Bonuses") for the amount exceeding NIS 10 million (USD 2.8 million) and up to and including NIS 15 million (USD 4.2 million); (ii) a Bonus of 3% of the Average Profit Before Tax Before Bonuses for the amount exceeding NIS 15 million and up to and including NIS 25 million (USD 7.1 million); (iii) a Bonus of 4.15% of Average Profit Before Tax Before Bonuses for the amount exceeding NIS 25 million and up to and including NIS 40 million (USD 11.3 million); (iv) a Bonus of 5% of the Average Profit Before Tax Before Bonuses for the amount exceeding NIS 40 million and up to and including NIS 55 million (USD 15.6 million); and (v) a Bonus of 5.5% of the Average Profit Before Tax Before Bonuses for any amount exceeding NIS 55 million. The maximum annual Bonus to be paid to the Chairman will not exceed an amount of NIS 2.4 million (USD 679.89 thousand). Other than as set forth above, there are no other proposed changes to the Current Management Services Agreement. Other than as set forth above, there are no other proposed changes to the Current Management Services Agreement. It is noted that the proposed amendment regarding the profit related bonus, hence an annual bonus based on Profit-Before-Tax, instead of operating profit, as specified above, shall commence as of the bonus regarding the year 2025. Other than as set forth above, there are no other proposed changes to the Current Management Services Agreement. It is proposed that at the Meeting, the following resolution be adopted: **RESOLVED**, to approve an amendment to the terms of office of Mr. Joseph Williger, a controlling shareholder, commencing on January 1, 2025. Approval of this Proposal No. 5 requires the affirmative vote of shareholders present in person or by proxy and holding the Company's ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 5 10 PROPOSAL NO. 6 **APPROVAL OF THE TERMS OF OFFICE OF MRS. DANA WILLIGER SCHUTZ, DAUGHTER OF MR. JOSEPH WILLIGER, AS THE COMPANY'S HEAD OF MARKETING, COMMENCING ON THE DATE OF APPROVAL BY THE SHAREHOLDERS IN THE MEETING** The Board of Directors proposes to appoint Mrs. Dana Williger Schutz, daughter of Mr. Joseph Williger, as the head of marketing of the Company, commencing on the date of approval by the shareholders in the Meeting. The following is a brief biography of Mrs. Williger Schutz based on information she presented to the Company: From 2018 to 2019, she served as a legal intern at corporate department at FISCHER (FBC & CO.) and from 2019 to 2021, she served as an associate at corporate department at FISCHER (FBC & CO.). Mrs. Williger Schutz earned her Bachelor of Laws (LL.B) and bachelor's degree (BA) in Business Administration from Reichman University. The shareholders will be asked to approve the terms of office of Mrs. Dana Williger Schutz as the Company's head of marketing, commencing on date of approval by the shareholders in the Meeting and for a period of three years, on the following terms and conditions: (a) a monthly gross salary of 18,000 NIS (USD 5.1 thousand). Subject to the Company's satisfaction, Mrs. Williger will be entitled to a raise of 10% of the monthly gross salary after 12 months of employment. (b) The Company will provide Mrs. Williger with use of a vehicle, as customary in the Company for such a level of employment. (c) Annual measurable bonus of 0.1% of actual operating profit before bonuses, up to an amount of 30,000 NIS (USD 8.5 thousand). (d) Social benefits as customary in the Company. It is proposed that at the Meeting, the following resolution be adopted: **RESOLVED**, to approve the terms of office of Mrs. Dana Williger Schutz, daughter of Mr. Joseph Williger, as the Company's head of marketing, commencing on the date of approval by the shareholders in the Meeting. Approval of this Proposal No. 6 requires the affirmative vote of shareholders present in person or by proxy and holding the Company's ordinary shares amounting in the aggregate to at least a majority of the votes actually cast with respect to such resolution, provided that one of the following applies: (i) the majority of the total votes includes a majority of the shares of the voting shareholders who have no personal interest in the approval of the matter; the counting of the total votes of such shareholders shall not take abstentions into account, or (ii) the total number of votes against each proposal among the shareholders mentioned in paragraph (i) does not exceed two percent (2%) of the aggregate voting power in the Company. The Compensation Committee and the Board of Directors recommend a vote FOR Proposal No. 6 11 **INFORMATION ABOUT THE COMPANY** A copy of the Company's financial statements for the year ended on December 31, 2023, together with the report of the auditors thereon, is available upon request in writing to Mr. Yitschak Barabi, the Company's Chief Financial Officer, G. Willi-Food International Ltd., 4 Nahal Harif Street, Northern Industrial Zone, Yavne 8122216 Israel. Dated: January 22, 2025 By Order of the Board Zwi Williger, Chairman of the Board of Directors 12 Appendix A to the Proxy Statement for the Special General Meeting of the Scheduled for February 27, 2025 Compensation Policy G. Willi-Food International Ltd. (the "Company") Compensation Policy for Company's Officers and Directors (the "Compensation Policy") Table of Contents 1. Introduction A-2 2. The Objectives of the Compensation Policy A-2 3. Parameters for Examining the Compensation Policy A-3 4. Fixed Components A-3 5. Benefits A-4 6. Cash Incentives ("Bonus") A-4 7. Claw-back A-6 8. Equity Based Components A-6 9. Advance Notice and Retirement Terms A-8 10. Ratios A-9 11. Directors' Remuneration A-9 12. Insurance, Exemption and Indemnification of Officers A-10 13. Miscellaneous A-10 1. Introduction 1.1 The objective of this document is to define and describe the Compensation Policy for the Company's officers, including members of the Board of Directors (the "Board"), as required pursuant to the Israeli Companies Law, 5759-1999 (the "Companies Law"). 1.2 It is emphasized that this Compensation Policy does not grant rights to the Company's officers, and the adoption of this Compensation Policy in itself does not grant the right to any officer of the Company to receive any of the compensation components described in the Compensation Policy, and does not amend existing agreements. The compensation components that each officer will be entitled to receive will be only those that are specifically approved for the officer by the Company's authorized organs, subject to the provisions of any applicable law. 1.3 If an officer should receive compensation that is less than the compensation provided in this Compensation Policy, it will not be considered as a deviation or exception from this Compensation Policy, and such officer's terms of compensation will not require the approval of the Company's shareholders. 1.4 The Company may elect to appoint an additional Chairman in addition to the position of the current Chairman. In such event, unless specified otherwise in this Compensation Policy, the maximum monthly Base Salary and the maximum Bonus for each of the co-Chairmen, will not exceed the maximum amounts indicated in this Compensation Policy, for the position of Chairman of the Board. In case of a co-Chairman with a less than 100% full time position, the applicable maximum monthly Base Salary and the maximum Bonus, will be calculated on a proportionate basis. 1.5 In the event the controlling shareholder will be appointed to the position of co-Chairman, CEO or an officer of the Company, his or her compensation will be subject to specific approval by the Company's shareholders in accordance with Israeli law. 1.6 The convenience translation of New Israeli Shekels (NIS) into U.S. Dollars was made based on the exchange rate of February January 622, 20232025, at which USD 1.00 equaled NIS 3.47453. The USD denominated data is provided solely

for convenience purposes, whereby only the NIS denominated figures are binding. 2. The Objectives of the Compensation Policy The purpose of the proposed Compensation Policy is to help in achieving the goals and work plans of the Company, including for the long term, by: 2.1 Creating a reasonable and appropriate set of incentives for the Company's officers while taking into consideration, inter alia, the Company's characteristics, business activity, risk management policy and work relations. 2.2 Providing the tools necessary for recruiting, motivating and retaining talented and skilled officers in the Company, who, in turn, will be able to contribute to the Company and maximize its profits in the long term. 2.3 Emphasizing performance based on compensation, and tying the officers to the Company and its performance, by matching the officers' compensation to their contribution to achieving the Company's goals and maximizing its profits, from a long-term point of view and according to their position. 2.4 Creating a proper balance between the various compensation components (such as fixed versus variable components and short-term versus long-term). 2.5 Creating a more suitable balance between the different positions in the Company's current management mechanism. 2.6 The combination of the various compensation components described in this document is intended to create a balance and appropriate ratio, according to Israeli standards, between the fixed compensation and the variable compensation, so as to create a performance based compensation system that promotes the Company's goals, and corresponds with its risk management policy. 3. Parameters for Examining the Compensation Policy The general parameters that will be considered when examining the compensation terms of each of the Company's officers, are as follows: 3.1 The officer's education, skills, expertise, professional experience and achievements. 3.2 The officer's position, the level of responsibility and previous employment agreements that were signed between the Company and the officer. 3.3 The officer's contribution to the Company's performance, profits and stability. 3.4 The level of responsibility borne by the officer due to his or her position in the Company. 3.5 The need of the Company to retain the officer in view of the officer's special skills, knowledge and expertise. 3.6 The existing compensation terms of the other Company's officers. 3.7 Either of the compensation committee and the Board may (without the obligation to do so) examine, for indication purposes, the compensation terms, which are accepted in the market and relevant industry for officers in similar positions and in similar companies. 4. Fixed Components 4.1 The gross salary (or management fees, if applicable) (excluding all benefits detailed in Article 5 below) (the "Base Salary") is intended to compensate the officer for his or her time and resources, that he or she invests in performing his or her position in the Company and for performing the ongoing duties required by his or her position. 4.2 A Base Salary may be linked to the Israeli Consumer Price index or any other applicable index or linkage mechanism. 4.3 In case of an officer with a less than 100% full time position, the applicable cap of the Base Salary will be calculated on a proportionate basis. 4.4 The monthly Base Salary of the Company's officers (excluding any linkage mechanism) will be subject to the following caps: Position Maximum Cost of Fixed Components (excluding transportation or a Company car benefit) Chairman of the Board NIS 120 thousand (USD 34.5 33.99 thousand) CEO NIS 120 thousand (USD 34.5 33.99 thousand) Other officers who are not directors NIS 85 thousand (USD 24.5 24.08 thousand) 5. Benefits 5.1 The Company's officers will be entitled to mandatory social benefits as provided under law. 5.2 In addition, each officer's compensation package may include additional benefits, such as transportation or a Company car (including grossing up the related tax), customary pension plan, customary executive insurance, health insurance, life insurance, communication & media, Israeli education fund, etc. 5.3 The officers (including contract workers) may be entitled to benefits and discounts, including employee benefit cards and other promotions and discounts regarding Company's products. 5.4 In addition to the related benefits, the officers may be entitled to a reimbursement of reasonable expenses they incur while performing their duties (such as a mobile phone, food and lodging). 6. Cash Incentives ("Bonus") 6.1 The Company is permitted to grant an annual bonus to the officers as part of their compensation package, determined according to measurable measurable quantitative criteria (the "MeasureableMeasurable Bonus") and qualitative criteria (the "Discretionary Bonus" and together: the "Annual Bonus", respectively). 6.2 Annual Bonus: The Annual Bonus will not exceed the following caps: Position Maximum Annual Bonus Chairman of the Board NIS 2.4 million (USD 679.89 690.8 thousand) CEO NIS 2.4 million (USD 679.89 690.8 thousand) Other officers NIS 600,000 (USD 172.7 169.97 thousand) 6.2.1 Precondition for Payment of Measurable Bonus None of the Company's officers will be paid a Measurable Bonus (as set, or any part thereof, if the Company's actual annual operating profit before Bonuses is less than NIS 15 million (the "Minimum Profit"). 6.2.2 The Measurable Bonus Mechanism 6.2.2.1 Payment of the Measurable Bonus to each of the Company's officers will be subject to exceeding the generation by the Company of actual annual operating profit before bonuses of at least NIS 15 million (the "Minimum Profit"), in which case the following Measurable Bonuses will apply (subject to the Annual Bonus caps mentioned provided in section 6.1 above). If the Company's actual annual operating profit exceeds the Minimum Profit, the following Measurable Bonus Mechanism will apply: 6.2.2.2 For the initial NIS 10 million of either (i) actual operating profit before Bonuses, a Bonus of up to 2%. a Bonus of up to 3% of actual operating or (ii) profit before tax before Bonuses of between (either, the "Profit Before Bonuses"), as shall be determined separately for each of the Company's officers, a Bonus of up to 2% of the Profit Before Bonuses. 6.2.2.3 If The Profit Before Bonuses exceeds NIS 10 million and up to and including NIS 15 million, a Bonus of up to 3% of the Profit Before Bonuses. 6.2.2.4 a Bonus of up to 4% of actual operating profit before Bonuses of between If The Profit Before Bonuses exceeds NIS 15 million and up to and including NIS 20 million, a Bonus of up to 4% of the Profit Before Bonuses. 6.2.2.5 a Bonus of up to 5.5% of actual operating profit before If The Profit Before Bonuses exceeding NIS 20 million, a Bonus of up to 5.5% of the Profit Before Bonuses. At the first quarter of each year, the 6.2.3.1 The compensation committee and the Board may elect to amend the Minimum Profit Target. 6.2.4.3.2 Individual Measurable Targets 6.2.4.3.1 In addition to the Measurable Bonus (as set forth in sections 6.2.1-6.2.3 above), and subject to the caps mentioned in section 6.1 above, the Company will be permitted to pay any officer (excluding the Chairman of the Board and the CEOcontrolling shareholders) additional bonus according to an individual measurable targets that will be defined in the first quarter of each year. The amount of the individual annual Bonus to these officers (under this section) will not exceed three (3) applicable Base Salaries. The Minimum Profit, as defined in section 6.2.1 above, shall not apply for individual annual bonuses under this section. 6.3.16.4.1 Each of the Company's officers (excluding the Chairman of the Boardcontrolling shareholders) may be entitled to an annual Discretionary Bonus to be determined by the compensation committee, while taking into consideration the officer's performance in that year. 6.3.26.4.2 Discretionary Bonus Cap 6.3.26.4.2 The annual Discretionary Bonus will not exceed the following caps: Position Maximum Annual Discretionary Bonus (in respective Base Salaries) CEO Three (3) Base Salaries Other officers Three (3) Base Salaries 6.3.36.4.3 In any case, the Measurable Bonus and the Discretionary Bonus shall not exceed the Annual Bonus caps detailed in section 6.1 above. 6.3.36.4.3 Subject to section 1.5 above, Discretionary Bonus to the CEO and other officers will be approved by the compensation committee. 6.3.46.4.4 Discretionary Bonus will be subjected to the MeasurableAnnual Bonus Cap (as detailed in Article 6.2.1 above). 6.46.5 Partial Entitlement for an Annual Bonus 6.46.5 An officer who has worked less than one (1) full calendar year (other than in cases of dismissal

under circumstances justifying the non-payment of severance pay), will be entitled to a proportionate Annual Bonus according to such officer's period of employment in the Company, insofar as such officer is otherwise entitled to an Annual Bonus. **7. Claw-back** **7.1** An officer will be required to return to the Company any surplus amounts that he or she was paid on the basis of information that was found to be incorrect, and was restated in the Company's financial statements over a three years period following the date of approving the Annual Bonus. It is clarified that any restatement due to a change in accounting policy or first time adoption of an accounting policy will not result in the Company demanding from any officer to return amounts previously paid. The above does not derogate from any mandatory claw-back requirements pursuant to any applicable law and regulations. **7.2** The compensation committee and Board are authorized, subject to any applicable law and regulations, not to seek recovery to the extent that (i) to do so would be unreasonable or impracticable; or (ii) there is low likelihood of success under governing law versus the cost and effort involved. **8. Equity Based Components** **8.1** The Company reserves the right to grant its officers, from time to time, equity based compensation, which may include any type of equity, including without limitation, any type of shares, options, restricted share units and restricted shares, share appreciation rights or other shares based awards (the "Equity Based Components"), under any existing or future equity plan (as may be adopted by the Company), and subject to any applicable law. **8.2** The amount of equity based compensation granted via restricted share units and restricted shares, will not exceed the amount of 25% of the equity based compensation or the Maximum Annual Value equal to the cost of three (3) Base Salaries of the officer to which the equity based compensation was granted. **8.3** All Equity Based Components will be subject to a gradual vesting period, which will not be shorter than three (3) years from the grant date. The Board may determine a mechanism of acceleration of vesting: **8.4** A full acceleration will be permitted in the event of death, disability, medical reasons or a change in control of the Company followed by the delisting of the Company's shares. **8.5** An acceleration of the next unvested period will be permitted in the event of change in control of the Company following a resignation or termination of employment of the officer (except in the case of Termination for Cause). **8.6** "Termination for Cause" means a termination of the employment of an officer following one or more of the following: embezzlement; theft; criminal offence; act involving moral turpitude; severe disciplinary breach; breach of fiduciary duties; other fundamental breach of the officer's employment agreement; or any other event which under applicable law enables terminating an employee's employment and entirely or partially denying severance payments or prior notice redemption. **8.7** At the discretion of the Board, any Equity Based Component may also be subject to performance criteria. **8.8** When stock options are granted, the exercise price of the option will not be less than the average closing price of the Company's shares during the 30 trading days immediately preceding the date of the Board's first approval of the relevant grant. **8.9** The maximum amount of all Equity Based Components granted during the term of this Compensation Policy (and taking into consideration any cashless exercise mechanism, if applicable), will not exceed ten percent (10%) of the Company's issued and outstanding share capital. **8.10** Equity Based Components will expire, if not previously exercised, after period not to exceed ten (10) years after their grant date. **8.11** On the date of each grant, the book value of the total annual Equity Based Components, valued using the same methodology utilized in the Company's financial statements, will not exceed the following caps: **8.12** Position Maximum Annual Value(*) Chairman or co-Chairman of the Board (**) NIS 840,000 (USD 241,8237.96 thousand) CEO (**) NIS 840,000 (USD 241,8237.96 thousand) Other officers who are not directors NIS 204,000 (USD 58,757.79 thousand) **8.13** (*) The total value of Equity Based Components divided equally by the vesting periods. **8.14** (**) The Maximum Annual Value and the Annual Bonus will not exceed the amount of NIS 2,400,000 (USD 690,8679.89 thousand). **8.15** **9. Advance Notice and Retirement Terms** **9.1** Advance Notice **9.1.1** The advance notice period will not exceed the following caps: **9.2** Position Maximum Advance Notice Terms following a resignation of the officer Maximum Advance Notice Terms following the dismissal of an officer Chairman of the Board four (4) months four (4) months (*) CEO four (4) months Other officers who are not directors three (3) months (*) In case the Chairman serves under one (1) year the maximum advance notice will be four (4) months. **9.3** The Company may require an officer to continue providing services to the Company during the advance notice period. Notwithstanding the foregoing, the Company may redeem and pay in advance such advance notice period, in which case the officer will only be entitled to Base Salary and applicable benefits (as detailed in Article 5 above) with respect to such redeemed advance notice period (but for the avoidance of doubt, no Bonus with respect to such period). **9.4** Retirement Grants **9.5** With respect to each officer, the Company's Board and compensation committee may approve (either in advance or during his or her employment period) a retirement grant, provided such officer was employed by the Company for at least one (1) year, and provided such officer's termination of employment was not under circumstances justifying the non-payment of severance pay, and subject to the following caps: **9.6** Position Maximum Retirement Grants Terms following a resignation of the officer Maximum Retirement Grants Terms following the dismissal of the officer Chairman of the Board four (4) months six (6) months CEO three (3) months three (3) months Other officers who are not directors two (2) months two (2) months **9.7** **10. Ratios** **10.1** Ratio between the Officers' Compensation and Compensation of other Company Employees **10.2** When determining the compensation terms of the Company's officers, one of the aspects that will be examined is the ratio between the terms of service of each of the Company's officers and the average and median cost of employment of the Company's employees (including contract workers) while taking into consideration the officer's position, seniority, level of responsibility and the number of the Company's employees. In the course of preparing this Compensation Policy, the compensation committee and the Board reviewed the following ratio between the maximum compensation terms of officers under this Policy (excluding Equity Based Components) and the actual average and median cost of employment of the Company's employees (including the Company's subsidiaries) as of the date of approval of this Compensation Policy: **10.3** Position According to the average employment cost of the Company's other employees (*) According to the median employment cost of the Company's other employees (*) Chairman of the Board 24 25 CEO 24 25 Other officers 10 10 **10.4** The compensation committee and the Board decided that these ratios are reasonable and will not have a negative effect on work relations in the Company. **10.5** The ratios listed above factor the maximal compensation available under the terms of the Compensation Policy (excluding Equity Based Components), and are not definitive, such that they are forward-looking and it is possible that the actual figures will be lower. **10.6** Ratio between the Fixed Compensation Components and the Variable Components **10.7** The desirable ratio between the variable components and the fixed component (including Benefits as detailed in section 5 above) will not exceed the following: **10.8** Position Desirable Ratio Chairman of the Board 125% CEO 125% Other officers 50% **11. Directors' Remuneration** **11.1** The Company may reward the members of the Board with an annual fees and participation fees, which shall not exceed the "maximum amount" as set forth in the Israeli Companies Regulations (Rules Regarding Compensation and expenses of an External Director), 5760-2000 (the "Compensation Regulations"), and in accordance with the level of equity of the Company as defined in the Compensation Regulations (as amended from time to time). **11.2** Insurance, Exemption and Indemnification of Officers **11.3** Insurance of directors and officers **11.4** The directors and officers will be covered by a directors' and

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[A'2!=9=H)RRLK=&9B0I'JEPOO\ ^#:@_@FAX!&G3>*O#_Q@^,E_9#_2 M;CXA?%/4K"QU-L8S=Z)X L?FFJ. ^VWCB W"
K[]^7_!K_@F_P#"V%8O M"7[\$W[.3.DJS17OB[X:Z'\2=5MYHY1-%:ZQ\2(/%>J6TL;JK))!=1O'C"J M@ >'7/6/"++?*N8
M7EFW'U7#1J*JTZ>8YGBI)YCCT+1?VF_CIJ_-=;@%*1!:HGCEY)PP7:5CL6!^88R M6S[-
HGPH_P"K_Q9%:-*#_%"_&=K>1:>G9?M/SZ7>QW.\$D9-9/2R0:1 <MPS;=LSB^>,.B5FVBO\
44V>& #WA'2;70"/>@Z+X7T*Q7;9:+XTLX%PJC\$<*C"@@#@5M9/\ >?KG[_!5>)B/18>#?]E\ Y/A M;72GB,73JM
(MPP^683DLMX^TGV4UN>W1\%L3.G[/,>/N)<5" T&J5*I4HTHN MZ=1.-;%XKF3=^1J-QT;C+8_S-(_P""5?<
P6.7W\$) P"&:?VF(WDC54O? M%OCZRT<')O.V.237?B!%<=0HK2,_ER1)MS(VT9)/N&E?<(\$O^"R^J6\=PWP\N M)-239A:-_7\<
(64Z;PI/F01>,KJ12@;YQM)#*RJ&Y:_T6@>,DGGN< KS_M #/O2[E1\$N&82; MK9OQ/B+I64LUA3L]+O\ =X9-
ZJWV]#_/_X?.&_!8:0@#Q?X*\B9E>4W' M[3OB5-K1PR2QM,/#-GJAD99%&NA7S-DLJL"!)*GOGA[_@I_P %K=.V-IO[
M;/AGPDQC\$Y%E^V% ^U'I[1S2&!GB+:!X*ES.&AA,DB%HF:UB*S/Y4)K^XS:W] MU_\ OAO*-*K?W7[_X; "O*Q'CGQGB?
CPO#:6FG]BPJK3RQ%>M_2/4PGA)PO@ MYN?:=* X)X_')GA6WA72\ @I=\ M-M16%HD6UU3XK^+_!+(R(C*&EN/&[-
M]+(B@_.#=^9([*![\,P_K1VM_= M_ OAO*-*K?W7_^.^&_P *]JMXL0XFRO.4\((8A+95^%MJK_R#_16EX>Y+0 MI?
ES>7OPN)7"K=J65% C:6_ MBK]CG[A[XJ6=F=U]=:A3_\ A#-ZM^*- 45YE;CM8E-8G@W@2JVVY2IY%5P4VWO[^_78_ MM?
UMU9I6]#!5I)TN)>^5+E4*V;0Q<5&Z=O]LPF(;;LDIR4?++):^ M&?%FC _BUAC=ANCA?QEM>/6S?
(L2US/*8!/JUI/*LUSBC)RUJY/<7G4(W;NXJ MG;1/*+K?U:>"S*DG;.JV(.J:>,P. FN27+^ [M:@:67>[%)N\$K/JY2YW-
(;OQ%H>B^(KOPEJFH^%?&@O4)*26.G:7JUW MH^I>O'6@>&O\$%E=PZ=K6EWC+
<:6B&&A*N6+*OKM'/9FQ],DXZ#/K MWHKY^LZ,JLWAZ=6E1; _TZU6->K&-EI.M"AAH5'>[O&A35K+ETN_4@IJ*524
M9SUO*\$3B]7:T)3J-65D[SE=IO2]D4445D4%/% !1110 4444 %%% !111 M0 4444 %%% !1110 4444 %%
<%30BG_-@MX'U[XE_ %SQSX6^&_P_+VP MN_ \$'C'QGK5AX?VZ5"SB*\$7.HZC-!;BZG>.UL,* (RWE_>30VEG!/<31QM=.
MG4K5(4:-=6K5G&G2I4X2G4J5)M1A"\$(IRG.4FHQC%-R;22);G%.\$.JE2484 MX14I2DTHQBDVVVDDKMG>YQUKQXX?
M#_W]FGP:_Q!^/OQ7\ M_"/PB6>H:@8\$DF^S>4C M.O_ #^*WI_P<[S-0+\OLL=AKEW_*#9/C9\8OVB?FH?
%#X_%#QO\ M7OB#J8:.X\5>/>N%=/T7PUI1 MGE73-)LT)*SX>P\$TIK" D:V<5H/5*!M4<#S+KB93Q%
M.2M!/K< %.+&_A[(Y5<DD/[?S#<)5*4 9Y92EUOB>5RQ+CU6&BZ[L8_ \$5C*-_, [^U_-P5-_,V_;%B MU/2/C\<
M% ^-4\":K');7GPI^%W\, /AA=V\$L MY-,UKPOX/ETX^,-.DC4- M)9>.; Q:/F?=
<#',VZOSJIK.%,:G):66"0"7EGGD6*")!E19YYG2*&&, M-)*ZQQJSLJG^E>&O#/@OA54YY;DU"MC*=G_ &GF*6/Q[FK?
O(5:T73PL%=<M8*EAH:7Y+MM_SMQ!XF:<3SG2KYI6PF%K-PCEV5RD\1B5*[T MQ%:LVW962C&+8HHH4\$<,4<2*
D:>B@ 8"J !@<#BGDA02>,D S/\ B?S- M?MK^QC P0*_,T :W71_ \$ B?PU9?LM "34A%7/-I7PD@MD^'\5KF()<5W^
MGO;V=S\J;ZC+]O(XI\8^"N%Y5_,<\YS&G>+P.3^SQ/LYK3EQ&,&?![C#B-4]37P\%-B'XY?%WX??" MG2GB>>UF\;^*-
+T2ZU&..2.&5M(TJYN!JVLF*25%E32[&:\$LX559A_.W%' MTB>)32KRR_ ^S>%#13BW>%1249+^B
M.#OH9%4QV#P5++\WXSSK\$SC3PV7T,/B*SQ5=JZAALJRV,\3B)MW<:3GB+I) M.+]Z_P" W%W'OCW?D\9?@X;
&X?SWEK(+/#OPC^ ^D32W MM9-+T2\^(WBV"RF1UBBN/\$/B^2'1)KZWW*RZA9^#-/B>2-6 L^>-69: EKBOQ MTR2O6E/-
^)SXGQ4&Y1IX>IB703U7+1Q"260*DXW_T&!/H M!>?\$/="B\N\LO\ #W*:J2^N<7UL)PQ):_OLEHTL5Q/K%J2J5>M?-
Q8 ;#_95^!K7T'Q_:_)^#7@#4-,E\$.H: M)X@^('AR'Q:R?O=R3>&_> N\$/,"ODR*V=-PLB^6V\90?J)KQA^U)^W%>U_J
M>H> \$O\$OQM_5: N-2J34?ASX3USQKK7AN01%XHY;SX4_ #""S\&V\:-*1N M9_ L: /LEFPQKU?
P'_P25_ ;U\7/+X@3JFS4OACX6M;>WO+SQ1\9/\$7@CX.: M'!A=-&L= =2>,M=TS4\$MAYT;#/ITUVJ.0+0L" M?
FE;QFS\!#7"+"&QB@ MF_ UI8C%.*2;O5PN PS5-)2;>-M:=+*3_I![\L\>^#X8?>/TA>&>9U M'23RK+J>695[?
VGLU%8+>*VP=>O*I.4J5*G'AB4IMTIKWI>Q/ZR/B) P % MZ_\ @F_X":Z@TOXE^_- BI>VI55M?A=\+_6K6]Z68*?L6O\<
B2#PKX7=5^9R MTVN0@QJ2FJF53?.?+ @YG^%MA<*GPD_9&^*7B^U.PM"OA9* 2?V
M6O@O3/C>6#:#.4#W\$/F98,T6WYOO4C_X)U?";P+=F+]H[_@IK^Q)+ (UL!>?V M;)\-5\9_M/>+%F^SQ3-
ILVB>='/^6F?;X)?LT>G>(-7B\Y"89)TR1+_P@ MO_!&SX=SVJ>)?VC/VZ?VE;B*5Q?I\@KX#^\$OA^<-C]PWQ;U/0-
4BA:)6V MRVWB/4%D1O-B;)B2OG;,XA>(M>_C^, @3ERN'UC)HXB#4HIJ6#QV+S+'Q3O M:N>#=-N7C7"D2Z
L^U]]>EPY4^8TRR\$!I(Z:@"I7R?M#\>M\$O?IMU>0^/";WQ2^*U@4O(K#5OC)^V!XEV7N6?_OKRZ,_ _PWK-B[;
MEM?%<:0EFA2XG 6810_ \%"A7X=MKNQ^_ 2_P""=CVLT,45K=?\$/X8 M;];M=L_*;(D_M7XAZS=)
<3,'G>RCED)8RL[\$\$?+8CBGB&O^*+&1ZFU.&6 M?V]"2M-1IY7EN&GS6@X5W!1T4E&5E^VY/X(^%&61C_*N_0WI-
ML1X98FE.%XVG)9EQWQEG=*I32YJD,5EE*M*S34FVGQ'B+ @KW P4/U\W\$.I? MML _#3%GW"2WT%?AQX6,(^JI6WFT?
PE9:C;<*&#>"168LCKNKS)?VV?V& M)JR6'[77[8_B5Y&*QCPG\;/C4T3N/W96.#P7KJM;R\$;"I01, RL2-VXU]/:- M_P %A?
VP/!4DO_ "J?#/I^7P:@>.*+X8_LP?#SP):I\$&\$0M[GR[@@P[VG MS(\$.YB@R2*R-6_X+(_%>9?)]^U?XDTE=T9;:Q:
MV_0L%P7G>"E.ED/TSJUN*Z67XAOE2:K8/(_K&TKJW+[N9U\$]? M>:U?SYJ\$7_!0+Q\$)=63]OWQK
=^U]1C_!I(30XEC\$,GS78OHSYLA4 CD<21 MP>4P9(PJY9_ 9D_>UY7DG^? [8&KK.D\$LKC\.?C9<==B?9I)AJ>G>9*R)
M%Y?F!I(1&B8C"!H]*UK_ (*;?%\$=?8Mj/[QZC[8T;Q)IGA=1_ J^@*Z)H MG/[I.?
KH.DTWF<7<_MZ_MUW9S/^VK^U<#OY_1OCY2[;GY;Y=/0VJ; M?;L>WRH^D:(*RN@JI*)>S[%25^:5>A@81:?\L?
KN)<7NVVWJV\K:#&4J/P4L#F?>+ITXW4K1<%,CN^97O&E25[2Y;JSHQ_L6?MP M2(DB?LO_<
+4YC=5=&_X5M/2%RK*&4[6M5=>"/E958=" >*1_V_-VX/-:X/[M,_[5EK(KGR9[?X;_

!\$ROM(;RY+6S:,E&*EE*\$JQ7=@D5&W[G;3LSO\ MMI?M@EW9G8K^U%)=H5W,\$OO'-
TB'(^_&J.1D%BI,(.CPMRWBLZ)I9:.CEO)S: M7U4^9+31ZNZ1V?\ &[6[2AX4.+NFO^,P3:?1RYIK79OV;3M*T!)!#_V["O
MSP";]MS0/+D:-&TOP;^T/.27\$Q2/^Q[A,?,*>:Y7Y6D 9V\P"NCF^*! M2+P);RFX^)/_44%VD 3SVN?
&[6OAJT@\$TL;1=&KC4K"(2SW<9C\TJ)9 MKJ:/&=-]T;_ \V\K+;]G_&U?VI?D78/M?QM\=:GD;@_S?VIJ
[O;4HBCB\N.WMTBZ(O9R=M;TZE MF^:[Y;2XO3?^"D [?G@.YC1?VU?VC=)NE5@MMXT?ZGKK.H=0Y-E\1;?61(5
MDB"ES"SKB2/>%>57]O\ "7_!;+ @_I%H,T3VG[5!>5\Y,'BKP)\+?=BF#ER M1.EAX6TR614W8CQ(A5409(7G0T7_ (+3?
%\--'5([C]I!?\$JN%"36GBWX7_ MG5K:\BPO#>QV?@ 23<1RA2LP#QETD<:#"2" M^ X*M?&[Q==2W7Q< 9X 8-^ M-
;3W"7-Q_P+' 9(^VI274JOYDDES<1.)99IG >2?Y'60!XR<+Z-.(X), M%@N-N+L+:2O&IA*N\$IQ7,TG;!38UM0@W)1Y-
7==*=CY#'^\E7,I5(\1?1?^ MC_G%-PL\1EW\$.59IC*K>DHQIY_X*\J-JUSYG%=Y7/I/P= P-<?M^>2C>(K M#X?
\$-4\$H==;^&L:"9BQ;82_A+Q?H^QH00B; %8(K2*Q)KZJ#_ /!S1\2+ M&*#XD_L>#/\$?C'KW@T0PY;[5];Z!XF\>.
ENYB#;V\WB>PC5 ME\N2\VN)8_R?]N[JF;Q7J(N BE_P2B_8UU.U:Y2>U^" N \$[JG:1T5"CQ0 M-X/O):T^WW\$EE
TN2U4X9K21U5Z=?%K @_D;XVDNI?O[&O[7OP,FDBN!;_ M_VC/"_Q*.0Y]54&W*2HY!R2C:+A-^X?T. #[_ (.0
M/V+/\$(T^V^(/PR_-:^%U).L8U"]G(^#_?ABPE93O-\$_P""_&)]XJOH(W&! M+_P@]K,ZNC"V[Q8ONSX9_ \!7_(_OS)?
%66QM=_:G^"VA:CJ\$JPP:3\15U MKX9WZ_ E!M \<:7HEK;1[I=C33W,42,D@=E\$;E?Y :?X#_ \$FOB*+? (0; M_@H+!O@-
?W4TJ#2?VD?V7)?&5C9YE58 M?B7X6ZGX<\VML\$Z_ 9Y_# 84 :2AEN#!HWA[P\!=!.?B3KS// M)#';^"/B1HVF:1#-
*D2KY0=7"K/M=DCC:X/UF"\?\$.ER_NN>((.WNX3\$ M8'\$8R:48MN.%RK,H8BG)J[M5P*DV =IM63_ ^(_H@_1*QWMG+-
/&+PCQ*:UX MHR#BC*.'#?B%HL7 MB3P#XM\,>.#?LIC0PZ_X.0:3XHT6:9(XY7BBU70[N^L9)%BFAD9%G+B.6)R M
LBD]+N7.,\^G?\ +* SB%?[_!1/]ECQ /%W_#.?.[0_P]UOP_AM_B%
M%QK&K75A,97VMIOC+X+:O>HH0!E#V=V(P@2;> RFO0OA_P6% X*.^]7
MP_!^T;XF;IHKFWO?!WQJ>T P^(>KVN17GMM6U7Q;/6_Q,2Z88CWZMXFFGMU M8[%7C? 1X?QIAA9QH<2+9KE-
;1/V3]HY:Q4I_5)=2R^I"9?LY\5G^%JYGX->.'B%(@QJK%8K_8XPA)MPI+,^&<=QA@J]7D=.U2 MM2RVG4#X;-\$-
QI>JW4D@\$DK?_+1\,VZ998;4@A5_9CX! P#!8C_@GQ^T M(UC8:#>M'^'OBB^V(O@_P"-5G\+;-2X:+SFMX[_P
0LOA+4VAXA>?1/\$NI MV3SX@NY690?OLH\0^#LZY883.\-1KR=APYLOK&1XY(W5T8J0:L5]HFFDTTT=-:II[--IG\Z
MM.+<9)QE%M2BTTTT[--/5-1IZIA1113\$%/% !1110 4444 %%% !117XI M_P#!83_@KOX+_P""<_P]M_@)-'<_M?:
\$G1[JX^'G@B[*WNB#_0F,EH?B MM\3>WNH+B#0(+I9;7PAX:\$MOJGC[7K:XM[(V_AW1/%>O:)ZV1Y'F?>:87)
M\HPT\5CL94Y*..D816M2M6J/W:5"C"]2M5G:,()MZV3\-\$P6\$IRJ5:U1VV3:A3C\52M4?
N4J4%*I4FU"\$7)I'KO !2O_@K+^SM_P3? M'QP>+IC2OCOXFTU[OX]>
3POJ<%OXBU:)F>.+Q)XU\9H;RW^_@**9" LNOZ ME:7>I:LT=Q9+\$"\0W\$]O#_)O[;/[
O[3G_!0#XB+X_ :&|\$C=7\$,FL;/3"RU\QKKTNK^-=;M(;>TU'79 M-.M.+#3/[YC^(\WQ^('Q@)\>* BE\5 &?B'XB?
\$CQ\K\$^O_?&WBN^_HZ[K^K M3A4^YF"16]K:6=O!I^C:+IEM8Z%_T:TL!V:9I>B;:I^G6W&5_ =A[X6
M9'P/AZ>)E"GF7\$;Z: ^LYK6IIJA*44JE#+837^S4%[T75LL3B\$VZLXP<:_ MBSQ \4LWXQK5<'A9U2G'EE]63="B%[2:
M]K(HK9\,>/\$7C'Q#H7A#P?X?UOQ9XM\4:M9:#X9\+^&M+O;-;0^=(;U*9;>
MPTC1="TZ&XO]2U&|F81P6EI!+*YR=NU68?V= P#!+7_@W\,\^\$(_#_QT_P""
MA^BZ'XZ\82+!JWAKJEF26WUSX>^%A H]Q9S_&JZA:33?B)KP;U%+\ZGEVY:F/QTX[QH47**C3B
M[>TQ%:5.A2NE*?/*\$) /<'<"Y[QKC/8990]GA*4HK&9G7C*.#PD9-)WDE>K6 MY6Y0P].J2:5WRQO?S^?\$_?^"/[7W_
4+FL/\$W@C0;7X4_ 9[BW M'X_ M !-T_4K?PM?6CSM%<+&#EO]FUKXJZM"D-T\::-/7A"&>W%IKCG0)[FQ2
M[_N" 82 X(U_L5_L&C1_7@OP./B?\OBQ;6'B+QMIJW+; 9KF7P+ MIC0#PU\-(Y(I+NW^T>\$--
LO\$%S87MQINJ^(-4LBL2_JG965GIME9Z=IMG;6. MGZ?:06.GZ?86/5K9V5E:0I!:V5C:6Z1VJK:VT\$:0V]M!"##\$B1QHB*
/QI_M;G_X+;?LO_LF2ZYV_AY<+^T3>+!+BT?P?X(U.WC\!^#-5C:W0)2?B0@NM M.L9H%FN?PQX0MO%7BL7=D-
/UJQ\+VMXFM0?PYXG^/.99EA<14S;-7#/LN M>/%*+7FJF, BUK1KU*:CB\UK2CK+#4:2H6EE:W6H7UU;VEE8VTU[?
7UY';6MG9V\33W%W=W5P\<-M;6"/+/- M/(D442,[LJ2/QJ_N_X+I_L3_LXOJOAKP/KFI_M,_\$RP:ZM/^\$8^#TMC-X.
MTS4K?SD2/Q5\5]3="E9&XA^SW(\()X\0VG07_ "-2VDGGK_ (W^UI_P % M%/VO/VWM9.F_%[XB:P/!>JZHEKX=^
_PT&J!-\GNKR]AETO2W\Z5F> O^"97CG1!^D%?; .^*W@] M@OX^7<%UI5Y7%N=<^WC>P:"F,?PU^
7AYW\5:C./LD4,G_ "2W'A[4(3J M.GW&E^& \$J2RPQ?QWFWB[G,;5^\$X, RGV-"G%^US?,E27U>#=EB*BK5(Y;EU M)->
[6S\$5:??2.X]6*S#_U5'+O#[@UXZ=3 M-L5%1G++,' X3\$<78U4Y?[5EG"&2X3%8>4)5:&88K#+VK]D_4_X+N?MT
M_&/5M*%^*=" 9C\#7:W,8L/A/ S^-1IC_:\$1-0^*GB*.?6[ZCMI(EEU3P ME8>#;M;F 7EE)I^1#\>2_ /]CO\,1_,U_4/?
P_P#A+\5 BY>>(KFYUK7_ M (S>/KN\N_#^J37"37=WKNN?&+XH:G8:=K3W\P3RRZBWB'5)[EHI 'FG41M] M+_
#4O![_4B6W[_]_KQ]I6;>+J#]NJR*Q\6Q+J5K. ^SQ%/?V=]%F M;P?X?
Q>V.F: X8\1: +HGC73[Y\O2[W1=+=Y<_/[0W[G[6?[5DDT7QX^.W MCKQ?X=DFMYX/ASINI'P?)M:/REN9--^R?
#+PDNC^\$,J?2Q=2PZ?JVN:;K/B M*&#RXI:-G:\$?DV:8^&K.OQ)Q#F/.+C)M87+ZC>%I.VL%F.-I_5\,T]+9=
ME>.PLE*4H5]I?W;P-PKC>&<"LM&!/A#P@R.M#V57B'C3"1EQ#CJ*E!4\1 M4X/X" "VIPRE].O\$NM U70
MHKQ<1^+%C!E%/_AJ+_@G5\H_ AGK_ ()Z7WQHU:RET^XLOB#^W? \$90& M4%PZ6X_M"WO?@)/KK4OAS-
;2W2K):F_3WXB17A-A%'^&?-R_BAB@3RX8TB M0\$D)&H158'-Y!<-T_AYJ5'+. [
M"S/&X2;4E/"\3\0<2JI"1*E5J5*=HGZ4>* ^"N'[=6K^'1X'^'OQ()_LW?# MN":.WT[P%^S\,?!PFT?
2K.64R"VT[4;2M1\1:8\8P@N]S?U1[@@9W*2Q; MX"\>_ XA_76/^\$B^* P 1?B#\>5\$ C6\$:[\30"BKXA:TL2JB+&FJ^,-7
MUJ^CC"1HHCCG2,*BJ%PJ@M5J/6@_*E MHKA/K;MZO5A1110 4444 %%% !1110 4444 %%% !1UZBBB@ Q[?I4\$EM;
M3',UO#*>F9(D<_FRD_K4%&^Z&FT[IM/NM&>T?";]I+]H[X" B./X)?M ?&?X M464=[%J)T/P-
/2%>B>%+F\A+LDVI>"HM4?P;K&6DD,D6L!:?P2AY!)\$RR.& M^V7_ "M?[17C>QT_1?VH_AG^S#^VEH&FP7EK9P_M?
?P9J/B:P2_BD@FGT M?Q?X3L#JWH5_ %#-+]CU+2M.MKVUG*3B=\G0\$?E]17IX7. MO*\-AN(L/*
<.2<)_Q%@H8;/.4'RN>S"C.WVKGZ?P>/@DA;<6_C[X# M_M,?L.^*+R>PLX_ %/P&X_XDOA30 M?
%;6]FZQVE[&R!DFG_X]?7/Q8MKC4OV(?)V: VS-/V6S6 P_@UV3X& M!O M)+:SWMY;-/(B5<2:=?
V3;QQM>3+XXL=3GDD*6WAM7 B/Y=5"\\$,DD\ Q#SB)9*IP3XF<6953AR^SR3C.?_ !\$WAY(G)R^U MK<18JAX@6]V4?
9X3Q\$P5!1J2?L:>.)1^Y/"WQ<_X*\$_ \$UO%-KX=T_Q)??V
M8;A]1ENX_AWXTL=6C^%GB:]N#_O=RP^!O%EOJGPR\175_%;VR76K^'K0^(/L MC#R-7M%G61OVP_9?
P#"D;6[&>RV_MA?!-6L=&8)OBE!@L.I6N(@HNM;^ M%?
BC5816_@]\F:^\O/#'C.WOK>T01:=X4UN^(CD_3X1_ %/OVP_A?X" M6TR)+*:.FH^7-OO&.FZ6MK806UII%
MOXBF\Z=&99;+08[B1Y]0M+[_@EC^U;EIK>F>/O^"9OQ=U"+KAW[3**^%BI7_L3/W2H86=W&].E7JSK9/.?
=GB\|EJW:C1CS), #_ \$[P MJX2XXI8F?CIX\$Y;G525.7M/[PACCG^5K?@O]K;]DSQ]K'BOP%I[V*3/JEO\0?"Z#
MXT^"MYISR36U[-XCTWPY#/#;WXM-3U"RADO'_3[C#_@X8^-7PQ72_ "[7WA_MZX^/O@)(UMX_BAX.M]"T7XS:1;.+[
<:CI_A^?B1#&D>R61KGP=KL\4QO M9=4UJ^A-KJ/[!DGB_1A6CE_ &>6U&8SK*>0XK&9=A^*<%4H MI.M@:>
H2P^49IF.\$2DL=EV+H<-YQAJZ6#AE.)Q5X+^SVBO"?V?OVF?@/_U MX&M_B-
/B9X=^)OA1VA@O;K199[;5="OIE++IGBKPUJL&G^)?FKX20G2O\$ M6DZ;?@1NP@*J37NU?
LV'Q.'Q="EB<7HXG#5HJ=&OAZD*U&K![3IU;:E<7W MBVC_ #RS7*>%Q^5YI@/1E^88'ST[>TP^+P6+ITL3
MAJ+KFI5J<)QNKQ5PHHHK8**** "BBB@#Y,_@_Y!L?LS?\$_[I#XAV M[ZKIO@?
2H8O#WA6VO(;#4?/CG6YQIG@WP7IJW.LJVLFNZU+;Q7U^MM>I.C MQ:GJXL;T6!M9?MGXZ?+XI?M+?%
[Q[_C1XEE\5_ \$OXEZ_=>(?\$VIE98;" MW>7\$6GZ#X>L)9I_&*>&M-CM=",:)-(FEZ+86=N\US-OX\//B)X[URR\

^#O!WAZWCN-8U_6]08K;65J)Y;>TMXU59+B]U'4;JSTK2K" M"YU+5;ZRTZTNKJ'BY98X(I)IF\$<42-)*[<*D: L[L>P502?
85_H' P#!!K_@ MD[8_L= "RP_:=^_.WA1X_VL/C!X>273M*UV!?MGP(^&&LQPW=EX/L;"2(2Z\ M0/%=L;:4/B3?
3N=3TZ)=.\#11:6-+2+K?W7B#QS@> \BGF->,<1C\2YX?*< MO*Q-I0H1=[6G6E%PI31+[P20_X(R_#/ @GGX;T_XH? \$ M?
_A'_BA^V!K^D-;^(OB#,VTEYX:^%MGJ=HT6J^!_ @X=5M;:^M;22*>72_\$/C MZ>PTKQ'XTMHWB:RT#0;D^'4_77XN?
&X8? 7X?>)/BM/8&N@ #[_X>^\$K-K[MQ!XF\07#0VEK&%8PVUI;01S\ZAK&KW\H6UTG0M'M+ _6M9OI(;#2K"\O9X8'R
MCS\=/AE^S7)O&?QJ^,B2'PMX \"Z6VI:QJ+1FXO+F5Y%M].T71-/C/VC50 M\$&N:A+;Z5HFDVH:ZO]0NH(%V*SR1_P?
A_P4" X*!&#JO[XER>*O'\$\ A#X M/^%;V\N/A5&K;41+H'@VQ\$)KJ-X=AGNM M&.-+IVC/<+> Y\ BSXN8C
XBMF6;8EYSQ/F<"/X2I)QHX>@I2C3J584[+" MY?0ES0H8:CR2KSC.-%-
QM7Q%+ 9CZ(_T0,T\;,:="Y=2GPEX7<-8BEA\ XBH4 M(RKXC%2C3K2R3(8UXRAF&?
XFC%*;%\XO\$>\UPV4X>M2QN8>WK5\NRI,OM3 _@HC M_P %N?C^-:=^%G/[DWBGX"?L\7?GZ?J%[;7TNC_&/XIZ9(#%
'XHUK1KMI M? OA34X28[KP3X9U*6^U6PD>R\4^(+NQO=1\-\V?LM_L'\$?G]H;PMJOO.*XA\8>.F(K*YM9+A)+
M;5/#WA;QY\K_+4_ [7OOG_]\5:5JOQ,U#3-#!">[8:_(@=X%M5_.!OX M->%[..TTW0/
G@ZRCMM.BN+338+/3[KQ/>>6TFO:A;65K9B>RT6RTK1M. D[M-<B<=7CG?
%^*Q.8YAB(1J8+54E0DL+4)^E5Q%LO^QY?VXO@# M^QU'J/A+ @F=_>.E%QH^L_MW_M\$>&-
%{6_&GQ%"ES8W%]\&?A[KNF2^_ M(>]\$8\^XOK:#5-(M=6UNPDTF/QQX'74='@_ F)X[\>/?BGXNU+Q_4?"
MB\XD^_.M9,9U7QCX[\0ZIXJ2WPAACM[>&75]9N;N[2RM+6&TL--MWATW3;*
M"WL=.M+2SMX+>E'8(CN0=L:L[8_A1 69F)PJHB@L[L51\$!9V502/U+'!%# M_@J0VTK^R?
>%6QM%P5*I&G4KJC47UK\$(>)Z>(P)7C3Q+XOR?"<6\71RQX66,H?V]Q'C<'B,9@LMEC M<%)Y)DRPN09(L9A:>
RG:+>A2?Y;=.@HJ)HFEZGXCUC1_#VB6,U_KFOZSI7 MA[2--5H8)KS6M;U.WT;3+
R74L%M:O<:G=V]J\Y/VELTGF75Q# DDJ?IY_MPY_ ."I7_1IE_X>_\9E_?57GX#*,VS;VO]EY5F69>PY/_V?@,5C?8^U
MYO9>V^K4JOLG4Y)\G/R_)/EORNWV7%"_ ?\L%#C;CC@W@V>9+\$2RV/%G% M.1<-
RS".\$E1CBI8%9SC\\$9"RQ&'CB)8?VBH.O155Q]K#F +6B02OC\^?B M9^S\3?%GP:^_7A63P5\3?
T^D6WBGPJ^M>_ \$3Z7/KWA[2/%6DQC6O"&L^(_M/#>H?]:U[2KPMI6L7R6\ERJA6E0]??C_@E+_P %"OCC\.??"Q;
M%?-M_XK^?C[1X?'"A#Q&?BK!\ #W]LZ/<221P7RZ+XL^*>@^(M/25H9-D. MK:/87)0+Y
C=&98;*,VQN*KX!Y7F6+QV%)I]9P>%P.*Q&+P_L:JH5?;X>E M2G6HNE6:HU:0CR56J=K"/>()K+\$X*,L51YZ"=1?
GO17OGA+]EO MX \ CO_ :O/V4/"/PZDUS]H33O%/C/P3??#N#Q=X!M_L_BGX:>5KFM>-='; MQG?>*K3X>O-X?
T_PUKDEQ/%XM>SN;C3Y; "PN;N_D@MI?=-/CE_P \$Q?VV:O MAAXB\^WQQ_9^N? 7P*3^'[;Q!XHE^*?P-
\2K87'BGQ+I'A#08ET3P9\3_ \$ M?B2^:_ \\$60:5I_ !+M+NQ:+=-?7QMM.MKN[@JEDV<8C#8G&T,JS.O@%\K
M#&8NC@,55PV\$GAX1J5X8JO"E*EAY4:(7A_EF;9'D M.9\=|^9%=GO\$^'RW%-\9)C^*\@P>
<<187,,3/91B(+K4K+2+D7'Q%8# [741=_W6D:A\T6D3W\]H8%: M]BMH[BU>;4_5:8C_:_I 8\A&7[2OPCG^%\Q" N-
>M?IDDWCKX7^,O[N/# M\$.E3Z[&?#GQOXPDT[!%K>EN7U=+.Y^UA,-[AXIUCB.591/ 2S6&69A+*X M/EEF4<%B99?
&2JQHM2QBI/#)JM*-)IU+JI)0?O.QM4XYX(H/44^!ZW&?"5+C M:K"-2EP;4XER6%E2G/ ?
VK"13X;ECEG,X3RM/XSC@G&67)XU-X9.J?*% M?0O[.'[0_7?
BGQ#X* 9Q^&EQ\3/\$ A3P %XIU_2XO%G@'P<+#0)M2ATB M/4!_ \$/Q7X1TR]SJ-Q#;::?
>W5]&7\$LEJL&91S8;#8G&5Z6%PF'KXK\$UY\$HRKUJ5%5<16IP=6K3IJ7/.7\4 M5]= M)?L%?M>?L@>'O#?BO\
:1^#, _PQ\ \ B_7I?#_AO4)OB#\)?&!U37(- M-NM7FL4LOAYX^/7:C: ^7IUGIAZDJ->G1S^*(1BL'5G0K0E2K0IUI2I58 MRIU%&
<7%/%>V? #]G'XV_M3_ !^PJ^ '@_,XB_ \$ ^'M6\5_ \(_%XC&%^/ M?*T*XTRTU: _ +8\>>(_ "V@\$VD^LZ:GV+^U?
[1N%N&EM;2>*VNG@J\ M:_ X) MQ_MM?LI #[_ A:O[07P)N?AS/QKVC^&/^\$BF^)?P8\5J=>UYYTTTC3UTGP)\1
M_%O,UXUMA\ Z0NE&SMQ&SW=S F&U*LTQ#&K9CA[MS"OE^&E*(.QJ!8FK M@J\$H*\$IQK8N%*5"E*\$:E-
R4ZD7%3@W;FC?SL?QUP/E7\$. X1S3C3A'+. +U6
M&EE?"V8(39)@>,RCC*DZ#EE^18K'4LUQJQ=6G4I85X;"55B*E.I"CSRIS2 M^)J* <\T5P'U045[W^SK^R]\?VM/&NJ?
#O]G;X>2_ \$GQGHOAJZ\8:GHL?BK MP)X/^S>'+4]+T>ZU!=2^(7BGPEH]T\._HZUIL!T^SU"XU-DN#A4\>:/-
#FYH\RNE='PG\$7BEX8<(9D\FXN\20#[A3.%0HXY M3Q+QKPUD&9K#8E_]F7_Y5?
F;XCVZSX2\1^("7B.R_LWQ%X4U[6/#/B#3A M=V^-/US0-0N-*U:R%_I=U?:9>BUO[2X@%WIU[=V-P\$|VUN9X721L\?
D^;Y4 MJ3S3*LSRU5G)47F& Q6"59P47-4GB:5)5'!3BYJ%>52C>W,KJG#'\B%P!QO4Q
ME'@KCO@OC&ME*-7,*7"60\1U<#2Q\$IQP]3&T\FS#&SPM.O*G4C1G75.-2 M5.
<8.3A)+'HKZ, 9L_9'_0_:[4WOA+]G;X4:[0KW1S_ \)'K:7&FZ!X\ M))>*98)/%C3Q#>:X?TJ62V62[M])%Y<>
(M2MHV.C:+J<1P2?IWXB_X-Y_ M^"ANA^&+K7].O?V9_&J6]G'=1^!_ #'Q>\70>++^5MOF:=8W/C+X1^#_ -
MOARV]M0\:_?IK-&PFI\$-&GZLNX9XAS;#3QF69+F6.PL+WQ&&PE:I2G*+M%*% M:A:O4B)4Z/M)Q^U%71\]Q;XV>\$7 >
<4.^,O\$C@[AS.1()K*LUSW 8;'8> MGB%"5"MCV* LZF68:O" I&I1Q.8K"X>K2YJL*LJ<)RC^'%">@_%7X3?%#X% /
M=:_^%WQD\!>)OAI\0?#XADU3PKXKL/L5^EI=&466J6,\EQIVM: J'DS'3-?T M.^U+1-36&8V&H7 BDV^?
5XU2G4HU)TJM.=*K3E%*2G4A*G4ISB[2A.\$DI0G% MIJ49)-6:3/T?!\!XW!YCA,-C\OQ>%Q^
QM"E\BL'CL#B*.+P>,PM>:\$:E#\$X7%8 M>=2AB,/7IRC4HUZ-2=^K3E&<2C)-E%=[\+OA7\2_C=X\T/X7_!_P)XF^)/Q
M!\2/(NC^%?"FGMJ&HSQ0 =-W]V[#/8Z1H]A\$?/U/7=9N]/T72[<-<:C?VT*M M(V,)-\&W_4,\U[PW;Z[J-]^S-
X,U*>W=_ !GBGXO>+Y_-%-G(J%TLKRX\ M%?"QEX+^V28V V\ C_ L5<_?",&2O6\ROA[/_C4GE.4X_*==%N-6KAL-4J4
M8324O9R\K&M7"8;CSCSACA;&8^"JX/ 9 MOFV%P^88C#N4Z?
UNGE_/_+&O!>TISIO&N@L*JL)4G6]HN4_ #:BOH[[I7]D3]I M+]C_,2Z=X7_ &B_A1KOP]N=<\$Y\-.X;C3/\$7@KQ8MJJ27/_
C/C7PY>ZGX M=U.YMX98;F[T=KVV0Z=;S0RZKH]AO"UVX!."< DA5+' &3A5!).!T)/: MO,Q.'Q#K5<-C,/_7PF(HRY:V'Q-
*I0KTI63Y:M*K%2G*S3M.*=FGLS[3)%?B%X_ 9DNM?\ !OC?P_I' MBKPMKT[5K W5E&6>3]DO4VCAC>5U@^, _-
EU.4C4NPAM;7XS37-S*0 M,1P6,L\K82*-W95/LPX4XIG3C5APUQ# .E:\$:D*L,ES*5.=.45*-2, UAG&4)
M1:E&2;BXM-S@* CEX(X7\$5L'BO&;PEPV,PU>IAL3A,1XD%\T,5A\31J.C6 MPU?
#U<[C6HXBE53I5:-2\$:E.I%PG%232^_OV%?@G!^UUK,1Z5XIT"VDD_8B^, MGB8QI'9VGB?P_ %Y-[\ ?\$7B*
[DC@NM4T)&J, ^N3W_ (J3:L?#=Q^=7Q@ M^!/_QM_9\UZT,?'X2?\$_X3:WJ" N^F6GCGPW?:+!J<2K))HFJ2HVD:VB&
M5F;2;^ _QM)P;JH=\$D5DD571@59&Y65@0RLIX92"00000<\$5E0S/&Y? MY9CJ'UK
TYRJKE.8TZBA1G/E=2>&NZ>*RW%2LN:O@ZE" I.RC75:ES4I:YKP1 MPOQA6I;<+9N\AXGQ>&IK >
(?&+P,1F>&H7CA:&TGED\MQQOL;2^TM5TG]M? @_EK^T)8WJW7BKX" %6"UDN_ #_B/0;V+ M6_AU\7O!4\:-
/8W2";P;7/A[?;6YGTG5;6>YTF62PGU#2_ #'_B>VM&L/ZV M?^"9_P#P68^%W[9[:=]
(/B_9Z3\&OVFD@MXK#0VNV3P!8W\J8W5[+]4091 M+BP\0VSP+&JOPZ\0RIJZ0WMK<^\$M2\8V5MKTN@?RO?LY?
MU\1^%/AS/ LN?M M>";[;IW]C75YXC:>Z[@F^+ [/_M\$ \<_LS>.-6ECOO#>IZ3'L08? 5WJ
MUEX6OI+673=)NO"JIK_BH>(. :_8RU7)FN/P+9OA5\0+?XZ_LC?%V[75/ M@^TIX.DGL2=3MGFNXO OQ!LH(.U?
X; &PR]G)]BO+2? [1DLKJ726L? \$ MVA>+_ OA+[AOB; N%7/->&L36Q^1QE3GG#^/GS5<#[64:7M)NG"73J5)1
MA0SG!TH1]K[&AF>H^TP#\$_ SCXP^#/"C?]6X&\9LHRWA3Q1KT^*%V?%WA M?"RIY7Q6\%0EBU@%/%XB>
(YIAAV"OB,Q)-^(\?B\1'!OS+,N>(\WQ'TZVN+F;[-XQM;A?O\ M2%7]3<.<199Q1EE',KJ\)*?N5J,[+\$83\$12=3#8F",Y*L.9--
PJ0E^K2E. ME.G_B-XN>\$G_&7@KQIF!&N!6&Q^%2Q. Q^'(MP.*]E4C:<*>)PF)I8C 8ZAAL=A<3AZ11117NGYD%/%%
&8W_P %LO%J^/+ M^"J/[9,^JW,MR=!=^('A[PCIOFNSFWT?P\.\O!MK8VD>XG9#"\7G,<8PJAS@#. M*_+.OV_ ."JPPO?
AG_,%3OVD)KB.<67Q-'@#XKZ1<202Q0W5GX\#:)I= MT;5Y

!/:;:QX=U.QFDB+1K=6T\7!C(K\>*_TIX)J4:G!O"DZ#BZ3X=R90Y59 M+ER[#QDK65G&2DI*WQ)G^>?'<*M/C/BB-92519YF+?,^9VEB:DH.]W=.#BXZ M_ "UHME^[_?_!OO^PM?:M>_MH]\2_6BQ:M\&/V38/#GQ\36U]9SZ;XA^*J M:A??:*9\ (W%I=2B6]MX]4].^(/VIM!:7MG;1>_!K#2]8^R#Q/I37/^BH!C) MRS-C)X+,Q) 4DU^"!O)^S[8_!+ @FG\%,_EBEOXG_&A_ \$GBGXX^([AH9 MX;NXMM7O%*]>#(YQ,Q!CM_!A;1)+0P*L\$D-V+E09+B5F^LO^KG[2.I?LL_ ML)?#XC^&]JN-\=:UI\,OAWJ5G<2VFHZ=XR^)%TOAFSU?2[FWN+:ZMM2\ M:/;=ZKXBL[NU%O"FF2:KX@U[4%],>%]&M\75=?UN M_M-\$V:5#N9%\$FH:I>65E&694#3 N0H8U^G/_!437M(^?C[X5?L\$#W5!=_ M"C]A?P!I7@?4)+2!K.V;?M!^,](TWQ3\:_B?J<9>>XUC6=0U"PL+>WNKZ\ MM #?*VWI.A1.9;W^JPW?^;<|SK9MC\XXOSB,,95A7I+#T*J53#3S%^T_L[#MRI5.93P&7X7"UZ_L)<_J]4PV\$Q"/%3; Z=8<\$Y9P/PQX=_1WV*N)R3+?\ ME>8U<^SG 3>%SO"\\$<MY/*GB@PE.G1_M ?_XK?M1?%OQ7\;C3XB/B+QQXLN/+MUDM_#_A/P_O M)_8?@P7I3R2)H?@_P ,VLGV32K",M<7,ANM:UFYU+Q!JFK:I>^.445\I6K5 ML15J8C\$5:E?\$_5ZDZM:5M5E*=2K5J2I^_Y;EN7Y-E MV!RC*<%AE-&*C0H480ITJ4(J,(M122LCPS]I+39]5^"?Q#M+>>UD&B17!GM[AK:6.*VU*SGF*R(02#\$K"2+/[Z M,M\$2>.-\$W\$.RMVK^G @_W^"/_P?"^"-7[&SS M:BVI:CX'T/XC #+4=[*SV\$?@7XM^.=*.Z5PQ8+I @_(_1NWA5U1DA2-=NW M86_ISP*Q*GP_G.#TYL/G"Q#[\F+P6'IQ\{RRO=\LL3D7\$F;XFNU_&_S^PS_!1G)+FE%4X\$]VG3/XV_B3*WA M_P""FWPI_9XT*]EC<_!6_1?AO;B#S>[T'X> M%>,KFX0+"0?),?AG2TEC M5=IBN\$]"3 ISG:6;&/OR' R(V2/^!9_ M7%\BSX1?;O^#HOX?#"TF+1V?[M:Q6_:_N8%BWN#8? NU^D4A*NNV9]9UU7(R/E\$DJ,T6#_99XL^_N9Z%^VS M/_V"23@L-G&P\$(Z1A=*&#C MRZ+W6E9?"OYU^F!Q>^,O&"CF*KSQ-&GX;^\$LZ->3?S^V_#;ACBNO/ELN67U MKB"O2G9).=-M-PY3^)[_(_.-+3X? _MN_ Q5;&FRC[3?L]_#WQN]Y&2LC7L M'A35?!JW/;J JT47AFS1F0LT1RX=<83^Q#_ (O2^%Y!W_!,_7_@G7X#-6\1K<%L)CKEJ+2j22C\$KD[:_E]_X. MW_#%S8>/?!.O:7|OVSX@_LV)X*CDMF#R:IKD7Q9DT"RL51V.[FT^ W'GBJZTJ0:59_![]FS6#H[2R^3]A7P-+;B#2(_ M-&DD(>_J1BH_ZUYC6DU:[/N.7X/FKMZ+_M &YMM^[_S-OW_.*]3Q_S[\$<:Y#]\$[A["U:DZL/_SA?+J5.4O:4XXV7%W\$O!; MJ%[U6^&:_7#F=2-/V<7%&TG_C?[\$OB]=\$_[@Y%_9B^(RW\$|5K5?B!^W MU\2YK2%I[:TE/CCX4?M4>+_ ('DL6955XTU:_1I/&98 B\I3_K7_."[?_! M+W]H3_Q_Q47/[A_V.^%-?QF_P#!EG?_@NG_P \$Y))1B63P7^TY)*/^FDG[M,'[0;R<]SO9LGOUK^S_ (+M_P#*+W]H7_L8OV?/_6COA37CY54E6&<16]. M]2MPY6]I)SJ5*V92E*7*DG)MZM+[#]#XYPE++OVBF099ADX87+&/OP4R M"4[MQI87"QX!I4:>T8QCTLFW;4_GM_X->)[AO^"!@?[_JUQ.UM#^S9^SX\ M5LTL6C\3MXP\2, [QP%0*1F8L2RH&RS\$DEF+?=G !S=R!V^_P#L8/CY_P"MCX35\?&NW_ "D+ P""@G_9M7[?_J7>)*^!\?_@YO_ .0)^Q7_-C!?_M \$T?":LN(O\ DR>%LDK\)\)MV5M7)/FWZMZON>IX-RE+J|'GKD_W*WC/[(*N MV[1CA_ \$B,8J^T8Q2C%);)):(_D_K]I\^#8RYN6_X*D?MFVC7-PUI%QIX%DB MM6FE:VBD?XE>-\$\DJ\ S^SOVE\$1I^CUE/*VN;Q2X9C*S: MYHOAWC)N+MN\KI.STNDJTC];/^#ES_DWS]F7_++MKO\ ZKC6Z_CSCK^PS_@Y= M_P"3?/V9?^R[:_ZKC6Z_CSKR? %O_Do_W ZJ99_ZK,(?90_P"48N#?^QQQ MC_ZT^9GZ0?_!N>XC_X+?&_U6YN%MG_9'_&AY9+99I1;R2B\,8D>/Y; M.,+AF4L_D8S\BX_II_X.(A_QKUCX_P";@?_V_V_ \$U?S(_\!_)>_!_ M+-\$'_/2OPQ7]-W_!Q%_RCUC_ .S@?@_Z'XFK]? I)+P3=DE?AZ3=E:[] MMN^[_WJ?Y^X^4I?M(L)S-RMXW9-7;=HJ6#M%7V6K6FK[G,B?=7=_\A3J M:GW%_P!U? Y"G5_*Y_ND?KA\&Z%Q/SS;_)_8-GF[-^SY=VWBO[O/B#\4OA?)=)M=?^*OQ&_#:+; M[4\$TBRUOXA>+M &:3>:K+;SW<6F6NH^(_3[2XOY+6VN;E+.&5[AH+>:41E M(W9?X/O^#=_)30^_,^T=?CG_U>_P .* \$;JSM=52XD@M[F7X7_ %:#[A(X9X TAB_=;GW[4+!0I9B?[_X>S#_ MW+Q1R7,B6]M!XD>:9T\MX]IF6-25BBD<_*C\$? YSOQ@T+6?B5^UOXP^G MP\CL_ \$'C/XT_M9:_]+_A?_0W4,FGZ_XO^)OQ8U#0/"\AOX3+;IX?@_~WB/7] M;5I+32?"&E:WK[C:/Z>X?XZT+X&_!WPOJUIKWAWX;>%-&UFP^T_8]2LK*<7_MN+RSN=/N@GG74T1\$]E=W-NXDB;>F90LBHZ_LS_P0>^_O_ \$[_@KY\(+BYM M)Y=_9L_9X^_P>K<1%\$LK7QAXPM;3X >\$I;N+=&9T3P[XY^]+64);/#!?Q M07BQPW-O;W%?F&89[EWBWQ7POD^&P./PN58#ZYC,PGC?84L35@E3JXBA!83\$ MXJ,*-2%&PV'A656-55,34ER15.\$I_P!^*%?&/T#?13QG\2,XEX7SKCGB7 M#Y'PUPEA.&O[3S')L#Bj^(>%RW-<1B<_R; (:U?,!6S3-*?WB(Q//)=:XIU19+VX>XNKHV5K]BT>SE73--L8(7>#/VNOV5?B M-\6?7P&_?M'? [QM]/"1NU\2_ "CPK\3_!VO?\$_17T^_I=2BOO"NG:M<:O M'-IB)(VIPBV:73A%-]L2\$Q2;?C_(_+(_M):_P#LQ_L_ %CQ%X+U2]T+Q[\2 MKG0O@?X(US3Y+NUO#\U#XCSSVOB36]-U.QN;2^T;7-%^>G^,]2\:-S9W"7& MF^)K?1KN([XA7^9Y\1?"=]_SYJO@S]I[_F\#X6%?CX%>_#GCSPYJ_@]4TS[M]J.DZ090IFKVUB\$FL\$N(-5>UM==MA9/IWB/P_J&KVOB6SU*P^T1R?K.)XQX> MX?XARC@KZO4PL\5A+2PDL-1H4\NPDL14G0P."E%5(5*-J8S,J&(Q%,%FTJ*J8C"4UGQM\&/\$\$4\$.L:NVCPG5_ \$/PHN;QS#Y^C_ \$3 M2[*YTK3:_ NX-T? QDWAQ*^<.GWL5W GU7>LV%AHUUK][<:_38:==:O?7 M9E3'C<:_T^?V6OCEHW[3G[-P/_:(T6. MU31OC?\ "#X? _\$^&UM!*]E;?)GX7T[6K[3X]<-+*]M9W=W1WCB!9V M+9K_ #O?VD/V==,O/^"H6@?L1+I^H3^\$OBQ_P4K\?!K6=-L=ME>2?!,6/C; MIOB_QXUI%RO\3XCAUIPX?E6%Q.<9MC M(4JE;\$R3_LJ_X(F?L3Z;^RQ^R!X,^? BOP;V7Q_,T#1OBC2M0N[:V;5_M#/AKQ#:QZOX ^\$JO=*&FMM.!>&KFQNM?MO.,^T/FJ^)]3E6*V;3.-TS]/ M'7[7W[*7PN^*?ASX?\$_GJ#X&^?C'XO6T?PQ+\O'Q0\!>?'>N+J'&G?8/ M#.JZM:ZI*V\Y=-0VZMJ#,BV@F+J#Z!9OB9I'P5^#GQ8^,>MVL^@_7X8^ M/? B=JUK;1>9+_H_@'PIJOBF^MX(D90TCV6DO%\$K#9-0UGQ?J4DNI_P:E:O>3W+27NBJ_D^> M'EU&>YNO#&EVVFG2[FW@TX6\OW:>:_3,>LL@X?EA:F\$PF,4Z=*6%ITW0P%& M\$Z5- XO&RJ5(5)JK5JN17JQJOB)F(KU%.IRQJ_S#P3X*^_TL*?BKXK4 M>Y[P_*ACXK&T\TXJS+\$X7%XJ&1<-4+@,3@:57 Y?@*>%P&7UZN5Y9A(MXC)(LPL\A).>\$_U,_VH_P!F?X7? M>?!#QQ!OB[I*7WACQ?ILT=EJD,4\ M;O@CQ5,P2GPWX])WDJM_9OBGPGJ,D>HZ;<8>UNT2XT?6+;4-"U+5-,O/Q' MJLKX8>,_@-8?M+_#QG_*XW^K^.O!FM7%DYBCGU#P_=26D.L:>4LABM- M9LQ;:Q8>7<2F.TOH8S-*RNS?W2?&ZO[97B7]M'_0>?"Q%0J=U'Q-\5_M@9XE\5_LT?\$_7M6%RVJZQJWPTBT75?!>JZM>73/+J>N:M'_!C\!-M4U_4A+ M(G7+O43*4N4GBC_)SO^#G|X9Z?X!:_E^+7B?2TDCB^-[*O@_XC:L#\$(|< M^*M(OO%WPMU5;8J|[F_L+X>^\$KZ(2!'NM3DF,;W\$MQ<3^!XH9%AZN+X1S^G M3A%X7B7)INQ,THJ5?!XG&PG35106;P]>G:E'7ECB:UTU/ZI";Q0S7+|E M=O"G\$XVO5X?X@'?'\$+BK)<+*M-_P3B_86FE>2:67]E'X&L[RLTLCNW@#169WD2237UOI/Q^*^&^O:[/X6T+Q_P"!M:_36TEY#<>'-(_6^'=2UZ";3C(N MH13:9:C/J,V.:19E0HP'R3_,\$M_P#E!^PA_V:E\^_5?Z M%7^;O^V[\^S-X3'[77[5'B? X9ZAKWPT^(*Y9JM"E:M&TJ-&NU:3E&5<_F7PC\!\$_+QQAQ?\ M\0_P^6YEF!V5X;-;E.+S"6"S/->,K5Z-+#9*JF'E@L5CI3P\WZ..QV71G M>\$_K6E&D_J1SXU_X2_M_&_#CQ%?)C5X'T3X@^ /\$MG+::GH6M6Q=[>5T M9;;5M#U*!X-5\^-(J*D/VS0_ \$F@7NFZ[HFHQ:AI>H6EW!%*O^=3^W%>R9XF M_8C_ &F_B#^S[KUY>ZUI.B09^)?AWXMO[46MQXT^&7B8W4OA/Q#,L4,-F^H1 M/8ZIX;0/IZ"Q'B?P[KD-JL:0F*/^G3_ (-M_P#:@IG\30V[OV8/B1\!V?D=; MU+Q-^T_ ^QWXF\!~"/&7C+68E;60B\+_!;8ZL/AAXU\4ZG\$([36/]GJG@_ MQYX%:_7UM%):<:N?/A[QQK-W<:IXZE=O"?@YD^%6G#^R9=K*QM(-6.H_ M\$7X+^)-156%]JFG7FG:?\0!-I.^[8]GX>N=%^(#V2[%]>?Q3?EUD'E_ , M?#V\$S'AM[04:5-X![:F'G]8I*/*B%F.Q>_P!5^/L/FU">48N558? *.*LGRW%9KA,R MHX:M)/!XO%T, MQ628V%*G"6,EBL";;R["RP_ \A7WA^Q^USH7P)NO&7P M.^/NCS_ \$C]B+]H4P:+?_AA<["NW+7\$PAM;XZ_#.W6:]_SP-Y5GJ=S M=^'(!?50\$^FZ+ID0- QXE\,>!KW1O@^D90PPR/Q_S[\$=QP>*_E[!8W\$9?B:> M+PLU"K3YE:45.E5I5(N%;#UZ4O*.&GX

MQR/&V9[0J5L!C52FJF'K2PN/P-&PM:GBLNS;*<=3_?Y=G.48ZCA\QRG,L,X MXG
9AAL/BJ,E4I(^IOVM/VAWV@.SMYXUGU-+'1--N5C-TB^++^Q@E@M M]201^-H[\$Y]#A;BW+Y86I.'#W%-
/#*6&E4;AAEB:J7"4^=S:3GE&:4\3A% B) M^_5P,:E9J+Q"4?X>^D?X8XCQO\ >+J.74,-B?
%_P&QN<+^V7D\5K:6EK;H9;BYNKF=XX+>W@B5I)III\$CC12[L%!-6?Z!
M]01V([&O/_BK,\"/^QL^&Q\$^#WQ"T^74_WQ6\"^+/AQXRTZWN)+*YN_#C
M;0KWP[KMO:WL/[ZQNVT_4S:7T&)[*Z6&Z@9)H48?QY_\\$G_/@M?X_&8/
MB+=_\\$^_>^C'C0ZYX>^/CS7/@=X_:_U>Y>[O?ASXH\$>)-1"S^\$?B?K4H MDN-;^&LVMZ6;;PQ\1-
1>34?!EE+;Q>++^>((NM>&O[DR#@W,N)\HSK'Y_-M M>.R%
X>MB[IC#_<1E^(C6OBL"U)O\$5A6E/EL? G[5\,?
C,+2VNY[Z[^\$GC76K>]\#^)+AUED M@AT_X;?&ZU>PDB@M(F:R^*VIZIJ%Y]ET&VB'\0-U)Y-
M<2XSY4\$LF/79&S8 M_20]@SQUX'\)?\$OP9XL^*GCWP_IWBOP3XZ\.:QX0\7^&=7B,^E^(/#/B&QGT
MO6M'OX@RLUM?Z?=7%O(49)4\$F^&2.54=?QI_@J9_P \$W_?'_.+JH750AS? MQZJXA^!GCJ76-
8_9(^)VK"**Z;Q;X:@->KKPMX@U2RMK6Q?XD^ 8[ZSTKQA;1 MV>F2:I#+IOB^RTJTT?Q!9P6_]?>
/5'Y:^"\PKJ&RYUJ^3.I)XO 5)RK MU\+3;UG7P5656K&%W)X2HE3C[/"5"^-6?@/FK1QU+C+T/"8CV.'SJ%*/O
M4*)1IT<9)1VI8BBHT:E2RC&M3C*I+FKJ_\ HU_L0^&8_!7[&I)'@/^/85\+ M_LR? 70-Z!)9-
+^%7A2TFN"4B@5Y+F>.6XEE\$,9EEE>1D5F('XE?\'+WBZZ MLOV>?V9? ,?F"U\4?[6_5VX:148>_ AAXET^VMI
J^7(K3^A=I'(^.L8 MYEC9X=7["?!\\$XO'ME\3?V_V,?&MEJ":H=5_9D^"UKJ=Y&BHA\1^_ .A^& MO%<
1254VGB;1M7M&5< -"1A<8K\O\ @Y"^-SXD_8R^&Q&L;)9Y/A1^T+ MX;N=9O 8UDT_PQX\(>+O!,S+N^=TN?
%JX)@DCCSQB9U*1;X_X;9:_.+ U? MXXH^L33Q&*]O[LE*U#-J<9>.DH_NJ=;FO*OS*R:J/H3XS+*TB/+!\$8
MWDE@Z^;4/A6YQ47CLQX?S#!Y*XR^&3>:8G NE&+;G/DC#F"+V>"7F.670'O/\$E@&N[>Y+-/2:C\50%LZ6+
[@HT^%HK M"*(!4@AMHH(T2.-\$6M^SG\6(O@/^T"_C=23Q6'PH^+?@#QUK4EM UQ*S;VR@O<7!,-
JX@@52TTI2-02P%?0_ 4N^%Y&?V)?VI/#\$J M Z1XH^* B7XP^#KV\$P/8:IX,^>H7/Q-TB[TN:V9X9M-
L[GQJ6@VLJ,0_\ M8S'+?>/9+W^&R+=L^3Q+L;EZ6"YN]I8#'_6;^%R:3O,_Z)-8;QQI?65R
M_P!M>\$TJ>32G.23J<,(8N?M.C%_NY5)4^+>\$YUE%NHX4*>[E12JLAD=& MY7" R@OG8V!DXZ?Y_GVZU_0K_P
&EWC632_B_P#%\50@I=7,\$<:^./@-;M& ML6F=KF>7Q[#\5M*\27D42KY*6]O;:3X+64AA(K:C;0,I\$65_/?
%F8<1X' MFO\ 6,%@,8HOHL%7Q%"\$RBU_9?%N05)I M:5)<0Y;DN98:\$WO>E'A7&RI+32K6O>ZY?
I*V^\$L6O_\ !VW%K-LTDL/PZ_8/ M\4?M%W>6H6VU+Q-X9*_LZ23!P0622T/76\63097*@H P=?H\ :K^,VO>%
M_P#@Y6_X)<_#"_GP[XO_8I:_L/ZE;2L!YGC*W\7^,-L>48?>:S!_!D M;A2K'R+8\$X!5OJ#PK\!\$M_\ @OO\7?
VBH5N2L?\ P2F^%@"ZD5MULMWX[_: MC\5W\$:3KN_=SO:_ F)K; (EC2[8/E6%?
AM_P5")MWX5_P#"G#_@F+K<&HK9 M6WA07_A\,K^X7+_ &:S^([:
[9ZK9SL%/EB]L/7E^4,DQ2R2@7TM_P<#:[_,/ M^"3E09:4UW'X[_3+!K6)H1^JNXO\$/CKX3^-.TJ<^6_\
HW]G>"/%MXFU MXV%Q" N-ZL00[5\! 7CQJOP_P"";7[76L"9K;4?AD_@BP>/:&6^^(/B'1? M M@J[@PP9_\$\$:
[0I8@[5 8@CPK_@KE(+OB1X_X)\$SV^B3:PW@S_@KE\ O\$ M&LR1L_DZ;X6M/@M^T7J6J7=XJL
;+/C\$0#^L7^D_ZUR[IE/E[0 MTB.0B<5J&4+^9XV#]J&X+&U](-J.(KY5ALJIN23?,G.A2G*7NI)^J!%R?Z7
MX%0%=\^?-T>&L5'VF'R'BOAC*8]J2/_DV\$XZS'C+,W\$*+Y/9TLTS&*\$=I*T M(6YK1_DV_X)!@#_ (+N?
\\$ZP!@#PC^U/0#]F/JH0 ?A7JE7_=O\ Y1>_ MM" _JC%^SY_ZT=*: C5_X"?IW?^=G_8H_M0?
^LQ_M"U_95_P7;Y1>_M" M_P#8Q?L^?^M"?FOC\G_.3*U\ LF<_P#3N9'!>(O_*R#+? L^W@WOKU MX"ZG\J_<
:[?I" P#@H)_V;5^SW_ZEWB2OO'_@YO\ ^0)^Q7_V,?Q\ P#3 M1)J^#O^#7_)2%_P#!03_LVK]GO_U+O\$E?>/&
P+?\ R7FL ML_\ 59A#[/Z'_*,7!O_&..,?_ UI\ S/T;_ ."#W_*,WX_/_9HG[0_I7X M8K^F_@XB_Y1ZQ_JG_!_T/Q-7\ R\<
P0>_Y3>_!_ [\$_:_]*%?TW? M\'\$7_*6/_LX'X?^A^)J_7Z7_)DW_V3LO\ T\?Y^8[_)6183_L]^3?^E8,
M_AT3[B_!_R%.IJ?<_ =7^0IU?RN?[IGZQ?&Z_ "FA\9_JHZ_!_J]_AQ7 M]N?[3'D]WP";"\#Z3\./VBO T_C_P
&:'XJL_&NEZ/XR?>"&M?\$_VG5JV MBVFI'5/AWXI):S<"+3=,0\$1U2QN-"N[2]N-3%_X:M;5(G=[<6UQ<.ZAT
MCS_?"KRR/AYD3SGZBLK619<9:_7L/J/LU1HM?6?K/[CD]IR6]IIS\MO>L?
M\WOC?'C&7TLO%"A_P#ZR_ZYR\5N+%P]J_&_I_K-:_#S;*^/8W]B_P#" MI];G[2WU+]]/[GM[0,2G_@A?_P2V
8_\,T:EPK'_DX3JJ+LI/\ T6S_,TK M^>_(-J[;3D_P""JG_!12RM+8PQ>"OV=OASX4T>)YKFY%AI-W\4[14Q9P3W
ML]U=2(+?^ST:>XFN)I(I)KF::ZFN99(_!_:_[G0/B#\1KK5!/VWM&U.2VM=4^,7[+'A?QUIEA&S'+>%/&?
@X:M#:EPTKP6\$WB5D M+2,CM%+;X=L,+?R;\$<&UN.<0X7AD=\VPIGE?%ULCH8&.'G.OF_#E+#+0GB,
M#!4ZM>G3HXQNE*3G1IUN>RC7][;Q\$ROZ1F#^C;G^:^_+^+4OJN9^-_AIE7# MV\3UXHJYI3CEG 7B_C\<
[KX3)N*:L?@LQ-;ZM_V9_P!GG1(Y9%M-7^/EU>742MA)9='^_B VK.G1VC7 M4+D1D@[],?&"W\ %G\0K*+4O
'CG3IP/O!OBJVD8H)/+\$N@Z@JSA6!'F6 MS[;B%L92:-T^=5K^W_ (./!EQK7[&'PT\6\,/_Z^ OV@_#(U Q12/::;
MXN*>*#%!]#?!&U[=R>3:6? M@SQ;=W5XWZ&6.PM?DEAJ5/Q/P&>1Y8R35;Z_B, M1&K'EES\58W#DXIQE%V/]<
+_@!J]K?_1F_P""?YJ,KS7%O\ M])%C9W:1DL/#?C3Q;X?TN\$\$A+?3=,M+>->0D<21J2\$!K\ _BMX9TR;_@[2
M_9V)O%]CD^_OC#X@BW\UWB;5/_P"">-QX6[V\8R9TUJ07"G:8X)R8RTB
MAWD_HV_X(H_#;50A)_P28_8#/:Y87.E:S:_LU>!/\$.J:=>Q#=_V6H^/(+GQ MW=03QQY =)O\$IP>6D!\$C,
[NQ\JOQS^,>EZ'_P '3O[-WQ-O;VWBT]?VTM4^ M _GO\$|<*ZKXX^".E?
LU:9:>7'\$CM<7'B/5+'28YR2C7TZ32F6)VEK^BL]=)Y M[P5"=N9YWF52"= ^7?"^?>5M)RI=5K:R?
3_(KPTACUX=_2)Q6'E45"AEPEA M<5*FIG? [#GT2]ODC)= M#G!\$BM[9!SSGC'KG(Q7^CU_P4P"\3?G_@GS^V-
X4MDN9KZ3]G?XF>(+=MK6 M W-U?OX_.W/CG2=/@+ 23ZCJ/ANVL8BH+K)X(I:_!%6'1<1Y54;_ ,LBA""
[5(8_2K.W2):E'6 M^O*NQ_JA^S Q&%GX4>82FHO'T/\$CZQB5R>)]5Q?#>14"\I2:]Z+K8+,.6+= MDU4?VF?T_<
!HOKTL7P%_X*!_#_J-[K^S/"W[;H\4644JJMM'/_XR^\$?@S2+O
MR55@%G,/@2Q2=1#&@MXK'8[@8O#_P#@[7TFR@G^#>NQQA=0U\ 9P^_.^DW4
MWS[I+0O%_@2[T^,Y'YI\$B M3;?Z#>0L[F+"?7_ =D^+?M_C[P+X%4Y/A/ID;QQXLE7YR4'Q\$^_(FH:1;L0
M6,:B3_A5UP%*JKMY;;V<+&\$_7N+JC?"O#SKW]M5SK@V][W=9YG@*E2^VMHU&
M[G8_@'P"PD8^/B1^*M,LP'A)]J7N>[!980#WC3!8--62?<^_&_PG,O_36#/Z4_9=?\E;XM_\ 9-_?^K3,3] O^#8B:
[T#_@JW^V MX>MGFBT;QE^Q]HOC&[M\$<1P7&K:=\2?AU#J\$L*HJR2PWJ^([!V)D6.\F9
MG8RN!^XG_!R)8Q3_ +&GPHOV\$9ET[]H[PT8BQQ/MO@?QO:OY*[3ORCGS?F7 M;'N/S8Q7Y-?
&P/PNUC7_P!NWJNKX[K;NOACX?XE7]A97;1B%0T#1O!5I_=G"S7% C;Z_H<]T(HM4LWN/T_X.50\$MO8_L
MR?L\^\$FDC^V>)_V@IM2A@+0FL/"WPY\537ERB&G-*^U;2[>5DDBVR7T < MN"5%G%63\&*-3%7B]ZQ^3<
X*DOV MB6,PN3QA#8?Q]\1ZE*&5Z4,'@WXIQ&*C24+KV,,+1K137N^SC=Z79_!1
M117\^F^19^EG_!,R26^UW]M_P4[0+I7CO_@F]^UKIFK"XMXKF,)J&*6'B'1
M=02*8;\$NM)UK3[34+2=6CEBEB^21 6)_SX7^--4!?\$X5_ \$?1Y6M-9"\? MGX;>=)F1/,:WU/PCXQT'Q+8R*C
"0QW>FQD^V%?&"0#7Z&?L/VO_ M_V6?^ M"E/[36LV\\$_6D1?LY#]D'P)J4%["KOQ'_AU*1=H)9I MYD\AR7QCI-
YXNOU4@KLTGPE9:YJLQ8%4@L97;A37OUZ6(E@>&L-0D_KF(>+ MK8))*)1..(S)X7"!-JY8S"XFI-<

M.;FCK4/QK+L9EE/B;QVSG'1@^"JH\Y M;GE2<4\4Q.2\#4\|SYS;]RM&ED.?9+A\3\T*;P\--J5"K3A_IWL2IQ>+EE+=4-YX6N"K*3&X.^/Y&60 M]?HWQJOB;/YI2JC'(HPFU*\|JSS#"RIU)W\|V?6_>DVT6J?#V^N1/)MJ_@R#50#JW<6UWX0T<>(OZV 01DZLI@?4],EN=;76=&O%DT_6](N M+[1]2AGL+ZYAD_U?_P!EC]H'PO\ M5_LY_!C]HSP9;-9>'_C#X T'QI%I/VA M[Z3P1JFH6P3Q'X5N+YK+3Q? 77A3Q'!JWARZOH[*V@O+C2Y+JWC\$\$L>>'QXX' MH)[!]O[M"\<>"-<\$4[:'XM/3SO/IUX]O>?:>0R7>C:JINL>'M3U72+[Z0HK)PN*Q." MQ-#&8.O5PN*PU6%?#XBA.5*M1K4Y*=.I3J1:E" <),.DTTT?LU>A1Q-&KA\1 M2IUZ%>G.E6HU8*=.K2J1<9TZD)QE"46XRBTTT[,_-_(OUSQ)HFI^'H=8\26.ZQCU#3];NK.JA6/Z7:_R_9JT\ :I_9Q^,[/OB M"=+&U^)_@O5- T_5WC:5= \2*BW_(4\OF./\$SIH?B2STO4IHH7BFN+>WFMH MY8VF#CZ'HHS[\$2XDKYIB,UIT:L\Y^L/,8TZ:HTL1/&0E%\$]G#W*,Q,IU*E2 M--1IJI4E[.%.'+="/=PSC,7P?C,O!? B[X>+O%WPW^(>A3^&?'G@/Q%K M'@WQMX;O&@FGT3Q/X?O9M-UG3));:2:SNXH;RWD-K? 6<\AJ5C);:CI]Q<6% MW;7\$OZF:KHQ_:[_81]^*^)_B/K7[7W_!.GP7!X#?\^\$+8M)XB^+W[%\$,LC^" M?>B:=O,FO:Q"\;J;0:=71[8W\>BW=_XFDO+_7_0N?UP_X+Q?\\$TM4):Q M7[_<_P "/#L^H^*M T2&+J!P9H\4MU?^(_"F@6<%KI'Q;T+3H4:2?6!/NDV MW]E^.[&V5VU'PA:Z9K]M#!=>%]5_MS^7SX?"KXH_LT? %?P9?=:@GXD7P_X^ M\&73W>EW,;7NA:YI-[&L>L>%O\$^FI+\$-8)>)| ?8-9L\$F@N# \6H:7=Z?K M-CINI6G\0YMDU7@K/L?D><4ZU;*<=3=%8B\$4YXC 3K1J8,/(IA@|9DW\$U#ULWR2G@Z? MDD'[-K? PU;Q7\NCV%MH^F: X<^_.4L4LC(RDJRD="I/K7RF/R^OE]2,:CA5HUH>UPF,H.? WQ(^"NLZ2')=3/2/M*JG_X)W?&WX??LP\ !8G]ACXX%3QGX4^ M'/PT>Q^*W@/QQXY<>(J.\ (^#O#EAXL^"7C[PK#JWBGQ-KM]INA:%HUGJ'B? M0G>_U._M;.&ZA@>=P?+5_P!*&,&5]7XUA1_Z#|IS#"6O: [@\VC_GI@F[>5^A M_?'1G(GFWT4C#W#*^3M9/[D-,X*B_\\$RM.O#&L6?B>PU7JISXN^*_!B+PQ?PZGI6MZ#9? &# M7-)\(:_H>IZ=<6NK:7?^#S9:EI&HV%Q/9WT>' M^*52FJM?BJA)PYXJK&GB,-B,JC- POS>RF\QJ0YG'D;4DI*2/QOHX<%U^(/# MGZ5.=U,)5J8+*O O-(PK3P/WAIXO*N(>N.)0IXF451^M86GP? 2K*BI^V4:M M.:A9Q;_U+&/@+PUX[N\!E[KUN]W)X\$;:3/1/#\$D4FQ;?Q%I6G:SIEC=2 J MWFQ#3_&I1F,%"6F1]Q"^-_YGO\ @YH\:30^\$OV0/AI#>1FUU7QC\6/B)J>G MK\ OEN/"GASPMX2\WDUJ.#+%)%XZ\4PP7##Y7BGCC^]+M_63X8_<^"9 MB'X;?#[7]:_X*(?L*^%)8UOP-XOU;5? #.O\ [7?P!TS7?#NIZCX>TZ[U#0M: MTW4/UK?Z?JVDWDTUAJ-C?6UO>6EW;S07\$,T;QK_-+_ ,%^/VBOA1^T#^TO M\#Y?@K5/ 7Q=/#>\$_@2TA4?#/QIX:>^\$9-9\7>,-2U1H[3Q!X4U'5=^EN MGT6QTBXEB6\3[+-93A/*F1VYO%['OPG!&84/:0A6S"O@,-2@ZG)4G&&-P^(MK^SBGS3M2HR516Y5";YMU?V? H"\-XC//I+<'9@L+6KX#AC <3YSCJT\$OVC/ \$"G^(WQ2\9>'?A_X#\.?V[^S\|=/# M>B_V]XO\6:CI/A_2/[7\0ZQI.A:9]OU" W^L:GI^F6@EO;RV@D_K)_X*_P#[M;?[%_P"!T_!P3;^/OA7X" M>_LN_&_P 47?B7X%1VGAJKX0'_ .%_Q+\07;Z7 M>OACKFII;:+X,6:UJ4[Z=HEI>:Q?%);.UII5G=:C.(I.WEF7R"AA M,- B,5.CXW>\$F+K1P]&I7E2PN\$!^"XC%XFJJ49.GA+0IU*V(K3M3HTH3J5)1 MA%M?D+_P:[?V^_@G_&;5^SW_.I=XDKJV_@LK_,\\$?CW^WWIO[.JI M#\=6^&FE3?"G5OBA>^)C\1_\$.NZ!%<0>,)A"VVDC2\T7POXE-U+'+X;U#[: MERMF(4:V:)IS*XC_)N/^#>JI;JG'JF?JO/JN;Q#^TC^T%/#_V>]!5?L^_ M ;1/#&M?"XL^ ?A-I? B36+^#Q'X@OJ0TOP_?>/?\$&@6VM:AI]C-!=W]IIDEU M/96]Q;37211W,#2?V"?/6_<^"60_ \$DM_P""? W_B9/[.W_SQ:^KRK)L'Q#X= M\Y/CW66\$QG#7#JK/#SC3K6HX/ 8F).4*D8_O*,.:>-UHW=?A?&OB)Q% X M3_2R\5O\$#A-X&/\$'_C-XPRRJYEA7C%<?,N).+,FQ/ML-[2C[7_8]PQ^I_O(M\E7DGKR/6"Y(&XJGPK9R!G)"J6QT!/ M%T=Y;5|[1?BUX7TR\U MEDCB>6V:YM93;R%\$D11VC1B5'9.A_/%/O^":/B75;31?#?_!1/JA3Q#K- MV9GM-)T]KCX ZKJ=TMG;RWUV;:PL?B!-=SBVL[:XN[@Q0OY-M!-/)MBB=U_ MCM_X(-=? T32M=O9M&AEU:.UTZNIFTU#?!/LW[RO R'@[M(^#^+-+Q-*O4A3H9AP]'#3C"G1HRIPJRJ8E*4DXU)4 MI#O3DC]-3/I\$>*/CY]WBRMX@4LI>IX<4?#2EDN*R?)*N68>IB?PYXG3 MS7#U,1+\$8BEB:U"AALLJRHQDJF'AB(5)Q4<1!O\ IR_X+\$_L_&W]O3X5?!S MP5\\$=3^'FEZQX!^)FI^,-W<; M213V]M\\$L 9Q,S 1G\ U_X-U/V_2RC_A+OV8AD@9_X6+X\,,G&<+^"QO[GT M!K^H?_AZW_P2U_Z26_!/[_,3)_9V_>+6CI_5\$_P""9>O:G9:1H7_! M1C]A#6]6OIUBL=^TC]KS]G[4M2O)0# (8K2QM/B#+K3I/\$3HXRC0P*>%H0I*;JIAZG(HTJ2=24I]LY M.RV^-\)/IA>-? A1PGE/AUP+^#AROE6%QN,EEN&QG#U7-,SK80.,PJ8NI1C.EC M* <\14JXO\$RAAZ4*+FU%**D[7_C*_P""^A#50A[_P%?)"GP^UZ2QFUWP%^ MSG^U=X)UN;2YIKG3)M8\)^)J\|ZG+IMQOXL^*KS^%EL?'7B?7-+>+WS^);; M-UH"6FJ3OK%JDMUIRW\$\$4DB? N_-P6\ VQ?V0_VB_P!@AM%_9[_:K_9L^&M M0?OX77\$VC_!CXY_#XH:I*!ZS/JDTFG^"? %&MWB1;;ZC83W[F';9PWEK M-<.>)V\\$.AAO!NO3]I&-9-6H47.I'W_IJG"G,&FTISFH^ZHZSWBK'Z=E MG]HYM^T)R3%SPM:KC)^*O#F99C"AAZDOJZ^JY;7QM>K3A&3P]"A*.9T/ M2+C7+W3](U:_M-*AO'OKBST04+F*!X;.=T_&O"FHZSJ%]<6= MCIND:-4M6+\$^O>=(=8NKCRM+(^&-9O)0L5J6'B%>- _"X:GX>!KW1[-A#X MBTVX36O"USY[6I&JVT922Q:Z0A[--3M6>WCO(V1[+48].OM_EV\D4GXAX=9] M0X=XNRW'8N:I8*O[7 8VJ](TJ,,A[.%:H^E*AB5AZ]9ZJ-*E.5FTD?Z>?2\ M+(_!7BZVM4NK- ;^Z\^,]&T'Q+;Z=/S'M,'C_&*%],+GQ'<:_?2ZT-#CT? M6?O?_@BM_P '\$OP4^-'PQ&?LO?%_! BAX?^!/[77PM(? T? Q)^*]9^"/A MU?;1/7M=%UB\9ZL]GX5%?&&3[:UTWQ7X2[3:AHMOXV\4_ \$W^'\$FJ# M6Y?#/A[^F/Q1^T+\\ /A:>^<^?-CG\!/_@C3+M2U+QEXI^*^@P_X5T[3 MEC,K7]JXAU;7;32;2R\$0,ANI[N. 1@N9 H)'J5YQP9D7\$.;9- GV,A6>-RBIA MZV&J8>K35+%T/76,PM%"QE2J^WPJ.NY581IRI.7M:D93E3FXG^%_A[]](Q+ M^*>_7PPX>KX"/#?B#:@RR_.<+FN#Q53'9)BW^L M7?6WTCPKX#^?AJ6\&F2)&@T[1/#^CL =LC1V]MG:Q&#_E/_ +60QP>2?%? MP\ MM:;BV^(_@7JJ0_P!I_29KB%+F[T[Q!;_:\$/XB^'5O83_Q\?V;KNEZ M!8W\$"RI'<70CC^? >"O\ 4#_P6(_X+\$!OVDO!-J^RK^R3KLGB7X1Z]<6-Q\7 M_C%+97^FZ;\0+^2[>+4-/\!# M=1M[*_O_!,^J65IJ/B3QD;6+3O&-I:VNE^ M&I=2)7]_J,L_P T'B?PYIWBWPYK? A;55=M,U_3KG3+LQD":!9U#07MLS!E6 M[TZ[CM]1L9&5A>VEO*RMM();=XW\0\#CGAR6!J? 6,OX7QM1X^O1O*->KBY M1PN9TZ"7NUOJN"C.E2J1?+4Q%2M"+]G&-27^@_T:OHD<08GZ,_B_#BC_P!D M\7>-?#>S!<)Y;F26'K99@K!UL+E6!P&)G M!8BM4PU+_4M^%'Q-"_M"!OX?_Q=%7- MXA^"QF^"7ASQWX!B'C./XQ_VB/^" /:OAKXZ^(_M_!O[-A'P5X\^!^N:Q>ZA./B'X@^)/AOPGIO@#1- 2GN)=*\\$_W1=909/S M2>\$"T.G3ZIX%,>/GUK1;:SU2-8]9NWK1K+PG_@_@M_P7!T7]@FTA_P""=7_! M07Q# <>%O@CI&MWMW^S?_!O3;J\|W_ W3O\$VH3WJUX \=S:797&HCX-ZQXDN M=0UWP;_O![_?48OA;J.N: [X6\ZCHWPUT32[CX??W/^%OVA_V?_!/A2Q\>_!_MCI\&O&?@;4[^"U--9^%/BAX'\0^%-1TS89?1L?6E: [=1=V/E@R?X+R2 MWV OYFT9K]>XAX4X>XZPN5XC&SJ5Z&':Q>!Q>7UZ<5B,-B8TYSI^U=.M&IA, M5&G2E)P4:GN1=^K3;E?^!/"7QU\6/HRYUQKEO#>'PN69EF]"IP_Q-D%68N MJ\MS? *:F+H8;!/4\9E^ (PG\$&05\5CZ>'6(G5PBEB*]/X#&TO9PAY!^P5^R

M)X5_83_9&^"O[*_@[4I/\$%O\+_\"T'B#Q;+;/97/CGXA>)M6U+Q;\1_4]G+
M<736,OC#QWKNO:^FGFZN\$TZ"^-@L(Y6AMH\?P.YM1I7PQL9;;7S8SPR20S6=U\2-6>:G!)&5'EWZ
MQNAECDEE IL_X*2_%\R?@-\,OAOXT^%'[&7Q2*?&KX^^(;/4/"8^(OPZO[7 MQC\+O@R;V#
DJ_B(>_I+DN!/WC#XBZ##-=VVA>\$_#NJ>(;?PKXPM4F^)-K:0 M:6?"_B'^&/XXJY^"WQ4W-+-
+X,UQWDFEDN+B>>90\LT\K/-<7-Q,[RS3RO M)-/-(LKO([,?S7Q)XJPN*XAX6X6P%6-5X'B3*
<7FKI6]G2Q\$,50IX7!T=) M3IPKU:F(IQO&E/V\$&:_TZD?*JA_0X/#<]R;PK\;/#BC 5L#1X@'\^.N'N!Z
M6.A)8K,,MQ61XW&YUQ*J=5>T18;\$U,NP6!RG&2_>9A1J9K7@E@ZF&KXS_3_ MX)<';_P3>_81)S@?LH_LG
R>/A_H9X'K7\|7Q8_X-^OVR/BY^T7\60'!_?'_!0;]A[P M5XT\(_LT_!SP[XK\(^+/VL?@-X>\3>&M?
TGP/H]GJNAZ_H6K>/;35-'UC3+R M*6TU#3=0M;>[LKJ*6WN(8Y8W4?86I?_6K_O7:787>HW_!2G]@N6WLH)
M+F:/30VM_@/K%\\<2EF6TTO2/'=JJ=_..0/W=K86=S=3-A(H78@5^H\3'9/Q M=' PS=8IPP%2K4IOPU?
V"YZRIJ!&K)OE-Q:I12]G*G-7;4D[-?Q%X,^/OB'X M#80B">'M?*,+C.)<#AT..>Z_LJK MN?_ EB_X.%_VE-
/^+O[77@KX^=&2M=3?-LQ^"=1T[7IK01NJ?%OXGW6E:U MXQTQ[J"YGB0\$.\>\$?#GP[T]5=(;C2M=O?
%NES1I+%^N^_VP/^#CGX')X-US MPO\ L\$0ZY6_&L;:#->?"';PI?7#26CZSX2\^/M'T+Q5\5=

M1T<+)=::=CPW8?#&^O)-+N+7Q/XPLH=\0>(-;O)=1UK7=[EO]5UG510G)FO=2U^*GGN]VYD.Z6XE=L*
MI"C>\7N+\OC@:7!>3SISC1GAWF;P\HRPV&HX+E>%RR+A)J56G5ITJM:_K8; MZO2I.J652-'_ \$(^@#X
<6U^*L51(SQ!PV+PWUO#9Q_J8LVIU(90GF9<11J4 MIF>*QM!QPF&H5L;1KI!_?@KQC3/&A3 MX; #GPY?^,?
B!X|U_3?"O@WPKI?DB_UWQ!J\XMI"QBENI;>SLX2Y,U_J>H7- MII>D:#?=ZKJU[9;.97=U#1V>'?\$OC+Q%H?
@WP7X(=7NVV6NF:-I&GQ3WMJ>3MT2&(K&@:>=X8(Y)4_8'4:GPG_P2.\\$ MZSX;T#7?#WCI_@J-4/"4VB>+?
\$F@7VG>(O!W!_@+Q'9H-1+>'M3LS=:5K M/1WB:SGD351:AN+Z/P[9PV+65MI_A.:*Y^+GX?
EF7+%NIBL74EA\$C*RKYCBE&4<+00RJT1B)4L)0Q%>G_*8<:\5.'E@LBR#!T<^ MX^XBIUX<+<-
RJ5(49*BX4\5Q%Q%7H7J93P=D P" # M=[IDN]^(P ? &/I6WB/3# P@OP'L+SP3X"O;F'=;ZW\8O&6D!=8?
3C+302 MMV_ %?&75I\$GL[BUO_!X%H]T8]4BM?Q: 9> 9C^+7[8?OP]+? WX26, M^I>*O%MY+J/B3Q3J?
VR^T?P1X9%Y&_BGXD^-[09WN3IVF&I-S)YLYU3Q-KUW M9Z+8/<:MJT;5 HQ LP LX #G]DSX& # .
GPML'MO"O@+219_VA,^*=?:MJUJ,WJ>JWTFW'FWN MI7TT|I=2X'F7\$|CX<<5_51_P#?AYOMCY8M_AIH|I?
ZYXHMWDNEENO%_B+0[-H]-U#P+= MK?_!JE?_!^ "57A_A:KF^I.ECN)*E%QA)6G3RS#QG'+U)/X95_8C%JV
M|&O04DIQ:7_+XY\4TLYXAP^2X.K&KA,@A4IUIPU4LRQ#B\3%2MJJ\$*=&BTK MI555U?0K^_K_(-IOC0^L)\
.Y\Z(H;FY/PH_&^*G@2P>6:39IVI:7X* M^)UM;Q>906."V;XBRP0Q0[842,
*WD P"U =_P;?"C5! P3Y=>*9T6.T M/?M4?\$_SQ%I+N63[18Z/X"^-GP]GE7Y@&5-7\#ZI;:E
&Z!E.64D\CU#"SX M#;Q32Y,YR5!MM/VSCB8/EMN_82KW7\MWT,?>6(CQG75%2<)9-C%6M'FCRJ
MMA#G=FX1Y|6:U<^6.S9_3E1117\,IFA1110 UD#JRD AE*ME58%2""K*P* MLK D,K JRD@C!-?R)?\!67_
((H:EX_N_?>I4!%7A*YU7PC=7%|X@^?I/ M'ANPFN=3+_7%R_V05/&P=TBSBDFU/PU-
TU|X@^%C\$U|H\$C7&H>#+>|TJ2 M3P_I|I=1(1GN1@Y!!!!|CVKYGBKA/>+LO>!S*DU4|T%:C:22Q."K227/2D
M_BISM%5\$[TZRC%M*!E4I_!LO@AXY<^ O%U/BC@|&=#\$JCA^(>^9*I+)_N M),M15'/ZGF%J=>CSU)Y?F-
#DQF75JE25&7>B_LF?M,^*[KS9K|6/A5XBNOMLOPB^^(GB/5)-Q\\$/ZI>Q:B]W96 M1A:^_M5C\0^,E_H-
P""C7_!\$;X0_M976N?%_P" UWI'P_>:O6N=1UMXK + M^* BU?/\$_, CG0=/A^T>& %EQ<)"P^/(A=/.NA-?
GO;X<\6W4VF:AHG\;|1 M/I-/ON_9=:_7?PM_>^&6N #_P 2;ICIW|K6JWGA7QE80-&3K/@7Q9 LGA|Q
MIHI+1,JWHEY<3Z_=PL:_M-*U:&ZTZW_EK/N&^(.!W!/90@X9OP|7KJ5.K^|^
MU*LERQKX;\$007RC,W3CRNS2K>S5.O3S#_!TU"7^V_ACXO>%_TFZ>#XEX!XEQ
M/AYXQY7EJHXK!7P;XEP^"I2=:ME><93B%3ROQ(X'IXFI.M34H.KEGUAXS 8C M@W/L8ZM/%^,P7^+WI/?CO4?
AC=/_AQXI^%?CW3'FWP|XLL1:-?VL%Q/: V MOXUEN #_B P .W\$UM.MCXG)ZMK7AZ_6-VM-2EV2!#?
\$/@SPGX06S7Q3 MXF6VHBR;1%L+LVOVE6(DW(M+43] OFBW@W9,8-?I \(_M@HWXXTSP5IGP*:V^?
AOIN+]F>U_.*U!_?&_OHOBA\;/8P?99KWX-?&^SD M7QKX3U-((I3R|5;[58 FGVMKH>I^\$'DNM1D|X?L/?
LV_M4NVH?\$_I/VD;"3 MOU?(ER/V_-VL-5T7X;_&NVNI+62YN='^&7Q'F2S)%?%^TM&M=1-JMJK:EI>E
MP6\$OBSQ+-=7*1XV*GE&((JG/5:MH M^EZJ|UQI&LZ=9:II5VJ)=Z=J%M'=65RD*UO;C3I-1\,U(C^
M_&_B27EK<0VGB+PAJVN:?!F)WL-2N8_,Z\K%XS-98N,\?B\QGCL)*,83Q
MF(Q,L7A94I^TA&,JT_>4)4ZC=2*3BX3;E&TM3|"X?X>X\$I9!5PW"FO\TN%>
M(*5:M7P #F4Y'3X=SW#XS#1PE>M6HY7AUE>:T<9@X1PM:I..(IXG#1C1G*=) M*)Y@?@K(R"#!O ?/7
(IC3>_7_EE7I4_<+"+\$1H@_HD:+&B(H"JBH" Mjj* J@ * H J6BHQ68YCCU!8L_=CE3(Q*IN:BIN"K5)J#EROY
MG&S?*D\J\$K=.0\<(<*RO4^%\$^&&GX-&.-GP|D&4Y++&1P|J.A%2RS"85 MXB-!UJKHQK.:I.K4<%SE?
E/\$7@7P9XNGMKGQ3X5\>(|.%.K:TFUO2;749+ M:W:1IFA@>X1FCB:5FD*+QO9FZDYL^" 7AGPI!+:&?
#^B^'[2>8W\$]MHVG6 M^GPS7!C\$7GR):JH:7R@(_Y=&GRJ*Z*BE_+,PEA5@98!&R,?AP4L57>S:C?M M%:#.?
L5:I>HK0^_N?Q:E4N\$>Z&>U.**/"W#='B>LJMQ)2R+*Z>?U54PZPE M15)?-
ADJ\$KTDHG#:U_ A|XCU"75O\$'@GPKKFJ3K\$D^H MZKH=E>WLT=O&L-NDEQ-&TCK!"BO1!B=D:J@X%97
I;X1_!\$R!\ P#A,:: M /&J|.HKIIYYGE&G3I4E2I0A3I4J698RG3I4Z<8QA3IPC6480A*&C"\$4
MHQBDHI)*WC8SPM_,PO>+S#_/#;P_P=C?B:^_QV.QO?#6*QF-QF*JSKXK
M%XO%5\|J5\3BL37J5*V(Q:@V%G>PI>6LUE=I%21VT206\W\$R&1DAA1(HE)PB%*7 % M=O14?
VQF_P!86+ M7, K:H_5EB_K^*^_LK#\ M/8*O[7VJH^T_>>R409\O\ M+S:G40#SP^642X>7 ?!2X?GF]KRR)
<*9"LFEFRP\<_ :DLK67_47F7U2,<+ M|>=!XKZM&-#VOLDH'F_ I;X1_!\$R!\ P#A,:: /&JOZ7* AMHE :ZKHW
M@+P?I6IV4AEM-0T_P_86MY:R%&C+V\<8>)S&|H67G8S 8)R. HK2>YY5A. ME5SO-ZE.I"5.I3J9EC)TZE.
<>6<)PE6<9PG&\91DG&46TU8Y,+X6>%^!Q6&Q MV!_-?#!_!8W!XBCB\('C,)P5PUAL7A,5AJD:V'Q.%Q'+
(5L/B,/6A"K0KTIPIJ_MTJL(U"/%5Q#=_) "7AOQ#=6T'V6VN-9T>TOYK>U\QYA;OR3 MHS)"9'D\$8.T,I-C)).GH'A?
P[X6LVT[PWH>D:#IIW\$MVUCH^GP?:M=SOP0 MS730VZJIGEAM;:Y2-
S1P1*20B@;U%5MM6AHVWNSVL/PAPEA,JK\383A7AK"28KVOUGB+#+#E5#/<3 M|>:\$=?
V^<4L#,:WMH1C"MI3\$RJK"*_C/FBD@HHHKD/H3C->^?@7Q5>1ZCXG M\^&?
\$.H16T=E%>ZSHUIJ%U'9PRSS16R37"NZPQRW,\JQ@I)-*P +FMC00# MFA^&:---\:1IFAZ:&TL>GZ38PV-
HDMPRO/(L, 5 \K*&D;S\$#/2MNBNNI MF&85L-3P=;8VK@Z/*Z.\$JXJO4PM+D3C#V6'G-
TJ?)&4HPY(KEC*25D\I'S^# MX2X4R\.<9Q%E " #F XAS%5UF&?8+(LKPF=X]8JK3KXE8W-L/A*>/O2Q->C2
MK8A5\14]M5I4ZE7FG",D4A / (QFEHKD/H#S_QA)+/AJX^;S/&A7215)
I6^NK>\URYLYXR"DJIE+XAOM6:RF1AN66U,4B,2R,K-A@O9_P#/OZK&NJ'LWUAJ/E?5,^!Q?A3X
M6X_B_6_>^&GAJ|C>+/_K%?ZSXO@OAO\$!0O%IQE%O.:V63S&6+@XKV>*>)>(
MI^J=2*E),YY))9B%_&=DFG>*=!TS7;2-FD@CU"V\$DEK*V-TME=(8|NRE;: \EI<0NXX8G@CRBR M_9<_9_L+
[^T8OA;X>N+O>9';59|^ M45ZN\$SI/EQ!Q1X;<

<29J05%4<[S @WAS.VM8+2""UM88;>UM88K:UMK>&."WM;:!0D-O;P1*D4\$\$2 M#;%&BHB<
(JCBHM2TVPUBPN]+U2SMM0TV A>VOK"\A2XM+RWD'SP7,\$@*2Q, M0"R,,-@ \5=HKS(SG"<:D)SC4C-
5(U(RE&I&I&2G&I&::DIQDE)334E)*2=1 M3[6KA<+7PM7 U\-\
AZ^"K8>#K8.M1IU<)6PE6DZ%3"U<-4C*C4PU2A*5&I0G M"5*=)NG*#@W\$|Q/P6^\$? 1,0 ?\br/>X3&F P#QJM/2 AA\.|\$G%UH @_7PAIEP, M\$36?AW2XG!4*\$P/V=B&7<2&&!.Y=TC1D)&5\$12SNY"JJCJ69B H'J2
M!7U=^S?^P \ M4?M9,|!%?A)KE X*XLI+D:[7?&!3P'\&/#D-@L\$FIRZG2
M_ \$JVF@WL ^EP74%UJ&C>%V\2>)+:UD2X?0_)=9*|JCF?\$_V95/J=_,L1Q12LFO
MJM/&YABG4CHG>C&K/FBK^W%Q2?O-+;TS+@SP3X*PDN),VX,|^%,'E\X3> M>X|AKA#)*.\$JWYJ7)F:-
X94J\YQ2H0A65:1448THRFXI *3,,AG(+8 W-RQ MVC P3S\J#0>U?6O[+7|\$WQY :VEUC7/
6CZ1X0^#7@O;J\^*/[1_Q0U.#P M5"\ ACHNEPV|KVHZ|XVU>2UL-7U#1-*N(M50?#?AZ6_U6TL9;>_UO\ L+19
M_ P"V(J>U\^ /!-;C6X% \3O&DG !2OX|Z5Y4MK\,/A!JA\^ L;>-5203
M0KXP^*XCO|9^,)LVCM)9K7PQ\J@JBN=2T#Q!X2U"ZM?-B^4?VH/VX?C1^U M5#I>D?
\$SQ%HGA+X3^&1:6W@CX "G24^'OP)\#VUI*VGPZ/X'LKN=-5OX;J M62XBKQ;J'B'61=.JV-U96D&GV%GI'
9;EG+4S?\$QO6(CMD^5XBE5FG%K3'Y MI35;"82'U+"?7L7=2HUH8";C6CR2XNXSXW;PWAWDE?
(LGK*,9^G'64XW!8 M>=.HTG5X1X%Q4LNXCX@Q/(U/#9AQ#A;AQJ=+&X&OO/AXSP-7ZXUW|JW|G _
MA|PKXA ^? !.2YU#QU\9 %6DW'ASXM %" /&^A&Q\42;?*GD:CX7_94*7^ M+X;^%+IGO%?
QS<6AUO4HIK>^M[SO/?6/A:QAH/Q% ^S# ^RW>/VT?B!+?@E MX" M,O[MGU+QO\2?%DXNY+6"25Y[B..:2\1^
M*M2)T_1+/4M0F81_H]^P+ P1- :'.UD\?\$/XQ0Z \ LZ_L\W|VFH#5>T@ M67Q=^(>AETED'P\%Z]:EO#UAK-
F0-^?^M..D>3=VOB#0 "OCC2#%>?V= M_LW_ +,'P- 9+^&^G?"SX#> -*"\^%K,I<:@]MYE|K BC5]FR?
Q%XQ\27K3:
MQXFU^ZRS3:CJEU,8486EA'9V\$509P I#A]GO&53"8S.:,V<24>).*&S+ #1G0H5N+L[P<,+AL74RCFJ4,JX&X:IX#)
< MBC]8P:P #ZYL-C!/?^? P#P3Y^# P"P!^*J/G@7=XG^('B=K/4?BM\7-6L
M8K;O%X]UFU606UM%\$)+@:IX,T'S9X/"WA*SN9+338IKG4K^;40\$&J:KK%]\8 M_P#!:: @K3HO_!/?X4GX: "?
5] &U3]L+XL!: <2?#O2)(K'6XOA/X4NI+C3+C MXT>,=%NDN;\$I;W4-19#30?MI=/\8^+--O[B;3-<\->\$?%MD,[_
(*U?\%L MOA5 ^P!I6J?"#X3-X=^+G[7^IZ5NL_!3W+:CX+^#D>I6X?2 \$OQFFTJ\MKI+^
M6&6/5M\$^&%CJ&G>*?&FM:ZCJEW5/ZOH^MZC_GQ?%'XH_ \$;XV_ \$3Q?/7/B M|X SUSXA?
\$OQ1K,^O^, /&7B*: "35-;U2=\$A#M%9V|GINFV%E:Q0: ?H^B:-8Z=
MH6@Z3:V6CZ)INGZ596=E! HYX)^"5/\$TLMS/-,MCEW"67QISRS*YP<99RX/G MA.I"=YO+YS050&
(KMU, RDVHN" M5KK GS\??.VSC\PS#/L3Q)XA<15ZM M..,ZQ%95)Y=.I-&/F;IQC1I5J%" ,+EV6X2-
+ #97AZ5&E3HX:AA\!A\=?7^ MHZM?ZAJVL:EJ.M:QJ1>ZMK&LZQ?7.IZOK&KZG=2WVIZMJVIWLLUYJ.J:G?7
M\$|IJ% =S2W5Y=SS7%Q+)+(I&K117)MI**48I))))622T226B26B2V/X6G.4
MY2G.4ISG)SG.3WLJO8Z9I^H:OJE <6|AI> MCZ397.I: MJ^IWTR6FG:3I6FV<S06.G:9PS7=>SPVMK#+/*B-
MJL? \$ZOV89?V, V+V??V>+M;1?%@CP'87'Q#EM&M)X+CXE^)Y90%'C\PWE MFH@U&UM/%&L:EIFGZB/GO==
L:>0EV)K^13 (-SO^":>I '+XR67I[3K|X MDOIVFV<\JYX\36=O =\!C/7DDDGGDDGU?-R#](+C.AF688/A'
555HY/5EC, MUG!T'F4Z;IT,*I)V!/"%7*LKQ/\$V.I.GB M*Q=50G"JUI482M::NM%/%?SH:9,X6
MIT:5H(HI4M=8TBZL=3M1_V>ZCW,#ZI165:C1Q-*I0Q%&E7H58N%6C6IQTJ MD):2A4IS4H3BUO&2?:
5'7@,PQ^58W"YEE>-Q>6YC@:J/\$X+'X#\\$UL'C<'B*4 ME*EB,+BL/.G7P>G)*5.K2J0J0DDXR3/Y./VPO
@W,U"TGU;QE^P\01=6D MLMW? P#"COC)J|F6R\^N|X)*!_%"*SDGGT^TMYH+'21,^ (I?ZNL5F916^ M(>JW-
W^X_FT^-/P'^-'.WBYO G|0'PG\: "Q5%--86'C;0YI.M-7^P7;6 MW|K># _D)N?#C#38KR-DM_ '@S7:-TWST
BU 3C:O\ J)5PWQ\$^&/PZ^+GA M: ^\$?%+P-X3^(G@ 4>&?&N@:9XDT224P3VJW26&JVUS!!?0P75PEM?VZP
MWMKYTC6\3,37X|Q)X+Y'F;J8C(Z\LDQ4KR^KN,L3ELY;V5&4U6PW,^M&K*C
M37P8;2Q_H3X. M% \$ @N%&RCQ*R^CXF9)2Y*2S6=>.4<9X: BK13EF=.C5P&=
M>SC>;69X".8XNHE[?._XW%6^&OC+7_/[I4/P7> VMS\ M%&OVK/"Z?&+PZ-JL
MBPB/TNYUG _@DQ^TE,UQJOAKX[?_!- X@7SH;BZ\%F;]IG|FDW,|L|IY>OX1 MFM--^*&@VL8\N&RTWPDWA?
2+)?9)32;Q84D7^@OII; @W= 94^)QU#7 -GC MQ=XP_9G\5W,|7*:#:Y^)/PAF+&[FF@7P?K|]9>* #K3RRVMO:-
X9\>66@:-9 MP,L7A&^9E"?@K^T# P \$1 \ @H\!DU#5,-^&%A\!O"E@))#KGP(U,^)|=>W MC57,S?#C4H-
(=W\$K!)L= CX>TKO)>R.I6."0?O* ^\WX5X^R&L64 M5RPJNE+..E&UXT<31=+.MH**NU2JX&DK\VKC=?
VYP#XV_13\3\5 :!/7 M6+%,?L_!9+7'CC1H+ M^U?4+.V\4 #?Q7>BZOX?UM= /J2\|3ZA/K%V|62:7--
&^/SU^(?PX^)/P M?UMO#/Q@^"Q ^\WB58EN/I^)O@KO-X"U:2V?A+JVL?%6F:5>V4F1Y-|9K M<65P" M[B6-
D=L6[MO%7PR\;7-G?P>,OA? \$SPI?3::>6]Y'XA^?Q\$+;G M;.8[BPNHIAH?BS0+Z%P4GLYEM)T8,)8AS7WE\|
@JC^W-X\$T>V)ZS\7/+ MXY #^.6P^U#?I3P;X,^ -O@ _5+73HI(6POG\3VB>+HK1(I" N=(16Z5=L5C
MWW;*N*^,.30A5P>9<#>)65SI4ZN& M.EF|A|Q!4H2A"7M99SDU#C#AK.JM6-Z
MN\^K,\)X2HYPIRK4J;|O\UD1@&5U96^ZRL"J|<\$9|R>*?7ZB)^V^ MPA\6(G3)I: @_FAX.\-^([TW,VH?
\$W|B_XJ>*?@Q)O)T4+=6WPKUV|O/#\$WD MR&25(=8::S?*?+4V-P(PKT)O@O_,\$I?
B24E^&GI;O|0O|_E|@R3P[^U+M\ ;?XFZ=)JKA0EA;^?@?%X;CT^S21|LE >^'1:\$<,22S,V^5E 8L^J3P.< MY-
C&TGI.IBY955CM>,|:I9?AG)7VH8JO%[1E*2:5Q\3<9@)>SXK\-\$KAOE MNI8S Y!1\0BGFF1936A=.MAZ4;M?
F517ZA?: P2 MK^('Q"NK2S_9M :U 85 ;:O|Z 7=KX;^_ I0^@Z#X|%LZ7\$L<5[X\4VUKK.
MFWY2W8/97XMGB9B9)%2&1]O^(' 2Y P""B?PS'F>(_P!CSXS:I;V5+OX MTX.K_9&/JT%9O\$ MX;#5,9A;W+
+7A%6PWO)IQM5?-%RNCIPPGC+X4XS%PR>("F|S2:O#)L_ MS?#
<.9Y+62LLCXAEE>;UX27*\\$I7BU8^#.*ZOOQX ^(?PPU"72/B=\.B?+ M,15AF%O+IGQ!\^+? .H)<-
%YZP&S\7:/HUSY|0_05A|KS3\$#)MV M7\$)?V3 MG" W5N2>1B>(Y^F.:>:E3E%1.\$XNTH33C*+[2B|-R/T;#5Z.-
P1+X.K M2O>%K14Z.)PTX5\5A)QG2K4G.G4BTTU*\$FFFFGJ7**16#C*\$./52&YC-+ M2-0HHHH **** "BBB@
HHICRQQ?ZR1(==[*F\ OHB@:3>R;|\$|HJB=2L!U MN|<GCSXN<8Z?/CG.!SR9(U=UNE3J5YJG0ISK5'>
MU.E"52;M:IHP3D[75]+2YR9AC/#E.&EC, UQF\$RS"0:45F&(HX+#1;:24J^)
MG2I1;:22YY)17Z3>"O^"0_!1QO9QZF?V=7^>BR0/2:4I#50\$L_B?34CC4O(MYX=BD5?^698,JW_ /AW=\-?
ODS M\$? M%)/V/A8L\;/6 #/PX::K^TE2M'PEK*SOX&^&=O%>22!+@F.*ZNM/5Q\$
M7,HA)D3V%PYGJC=&7*5@Z4?=7.L1F4L+0<+SBN;VG*F|1'; M(YJ>-7A2J|7"8'CG(^ (L=0ER5LMX+J8CCS-
:=3W _U+*N" L/G^9*JW"452> M%|HY+E47)I|RB<OA5'& B'XA ML MB^)--U!WFL /?A;P7^S?*\\$/%HJ1" &"3_
(25M0^) MMG 9EG>XL/-I=^2RI';>:&#-. _1/X2_ "JUB_9\$ X)S LI?!EX;2>UB< M?&E?\$_4 P
4Q/YI26&M6.0>;OPQI6D:K9A8)HTU2Q\6-RC%9)HS@M91A M*,> '9YEE"2:O\A"MFN)>U_9SP-.>62<;
[3S.FI/2,FE)QS_P"(BY)F%?>:0?)FO\$M+* #|8QUY)8BAQ3C\QM352T60JW V-E",KU80DG ^_O
M@G^RC^T ^TE<6T7P\$ 9 ^* Q3L[F^DTS A)?#OA#48/ =I?Q)YDMIJOQ*UQ-

M'^6BSQ+S) #K'BJQE!PH0NOI^R]0_P""';A7X);Y/VY?VT_V>?V:|2M466[^ M\$/@#49OVC_VA2)K*>
[LH'^'@*ZM(|\$&HR6\NFOZWJM +X=L+UEFGOKF)!%- M\|?&G @H3^VK>+>:U^*O[37Q-N]
FMHK23PKX7UFV^&@P6T4\$ELMJOACX< MVWA71C |M*UM-!);R17-OMAN\$E4<^?| /
^OJ^TS^TM/%#^SQ^S\20B/I MEQ?7-I-XKT+PQ-IGPYM=0MTCEO(=6^>N_V\|I/48HYHI9K&Z\1_P!L3*R&
M"RN7V(=L_8|J1P^6Y3FF?8V; =1Q-\75X>I4,YQ^\$NG.3J(5#+N&:\$\4XR7+6\-\
M7.3YJBO,%%1/M#"J' @GE^S6R#ID \ 8UU?IHKX@V&H)?Z;|>V^=-B\2:; M831RVLL\B_X(?"=FEO:Z5\)-M(73
PHT,UM5BCL=/TOX<^%(-),O;V.-O M;06;ZK::MJ/EVEN|Q?7-U";EOVO _&=/^#;[XV>*KC3|7 :B^-/ACX4:&+BV
MFU'P5)\|6/X@^.KVS\$J&IL\$|7:U'IW@SPO>2P%Q;ZJ-\$\06|Q&5DT:ZB9\1 M_05^RW_P2S_8E_9'.EZM\-\
/@|INFO^/\ 3!;R#XK_!1E3XA?\$\$:2^MF@DCU*R MU75|9=(\+W?VBW2\6/P1H7AC3|:X:1K*QM5=E/Z-
EGA|O|O#15#%1PW#&3U+ M.>&|E2P,*L+-IEF!Y<1C*T/L3S>I&LE?| T?|A<9 20^BOX3YA+,\@EG/CA
MXB8)2CAN(1C\=Q+6P6(UYHX3C7BF5;+>'L#6BHJ='P|R^KE=^2*RZ/++D_C MG_9* P""/W|;?|6L>F>(--
^3_!X77 _EE3XF &JRU7PA;ZCIMQ:V\|J' M@[P1/9Q^ - %|C=6-U!/IFLV^E:9X3U-95&G^)K@PW8MOZK_V\|
@C!^R\ ML?2Z9XQU+2KGX \ QIL)H;R'XG %;3-,N++PW?Q0Q1\OAOQ\H%G\-\#X(KB\$
MW|AJ6HOXK;VMS/(LGC2XMHK*VL_UKN|NTTZO-1U"\|@LK"QMI|W4-0OKB*V
MLK*TM(GGN;N\N|AX|>UM|>%'EFGGDCBBBC9W950D?SV MO_&?'|G\|6L_ M\$/V=);;JKWXL01!;S>|?
@LO@?HE^ GQB36?BU;VNJVGB>.R*Q73V?PYL/\$ MEO>^8FFR>(-\N/M=QI|YX<^!&J8VG3R7)L7Q3G%-
TW+&8JC"6\$P,G+W:JA M/ER_0YDG3KXRI4K0E\IWB\$|I YV?2!^GMXH>(. ON\$S7B/ ^&? ^\56E+AI
MAK\$U\B,SP|2OALT\$F4GG6=2G3O\$8+! 4LKQ49?O.HORV_+QKXX\%#?#7PG MK_C|JC>?"G@'P/X5T^75?
%C;QQXATCPGX2\.:9;1/J?B#Q)KUY8Z1H^GP MEE\Z\U"\|@CR-SC(K^.; @II_P ')% XDM=>^"O
3JDOM\$TF]BO=)3?M3 M>(\=O- -U^ZLIX3;S0_ PCK5O:7WAV:=6<#XB^,|!-8LH6D_X1GPGIVJ/I_B
MS3/Y|/VT/^"B'|6G|?B>+7OVC?B4^J:INH3:CX6^\$ @^UN?"OP\%3RON1 M #O@O^T=3EN[VV4+#+^?<
%^L>* %H@41R^(95SGXEK^> O ;+4X2:U3K^TC>958M+W:D*6\$B^>,J&)|RJO|I./\&9C&ME
MO"5.KEV#DITZN:UTEC\1!I1_V6GJL##XOWDG4Q#7)*+P|4HRM7U_J&JW|_JV MK7|]JVVKZM?
76IZMJVJWES6JZKJ= .IS?:EJ>I7LL|J|H&H7MQ)<7=|S37- MS,|RS2.
[S\$U5HJ6W@N+RZL|"RMKF^U#4;NVL-T^QMI|W4-1U"\|F2VLM/T^QM
M8YKN^O|VYEBMK.RM(9KJZN)8X((I)9\$0_P#!1CTC&*\|E,&4ON22^21_ /OIV MO5_Y>5JU6?>J5*E2;^
MLZ!^S2DT^B?\$_P V^(\ MGLM&M\$'\>#?".DV>@^% "WAK3+31M T#1=|/A
M6WL=+TG2K&*&TLK*UA4)%#!\$JCYF.69B?YS\30&W"972Q&1\8FGC,UES4<5 MG-
+EJ8/+E9QG#13UAB\MO;0YL-AWJ15JR<*7|>&O@UB,35P^>|78=T,\#E MK8/JEXU\3-.Z57'PWI8:W-
?"RY:U5V|JH4O=J4_AW\?17PG\#^%/AK_- M#&C^"O /@0-,>\$/6@6BV6C^|TBW6UL-.L8\$)^2*)1YD\K27-
U.9;JZ MFFN9I96\BBOX^G.=6^,OPL\ ?%#1TBGAMI/Q MUX4T;Q)I|B6X4K,VFW.I6D|YI.!/X>^T3Q%;>.7P?\
\$;20'6@VN6TV)39>'8/ M#MQ)'OACU"\#45X>:|-R>56>5X\|FY- M8G!U5S>|;FU/XYOBI_P;6?K0!<77P5\:/
AG2+51/-%I7Q\$((?A=KF/ M-V:QBO-&U/XAZ\J%P(20VC49F/6\TJ220Z?;(\=NGYQ %#_@CW_P %\OA7
M|JGU/IE_Q'XYTZT +ZI\|I<_ \$I)OP\0VNBZ/J<7C"J)!^9+;PS*9&V0(2 M* T.:!PYAX*(XIRE@YYGE&-
IXBM**NM%B80 M3XM7?^M._ VCOT@-OAEJ2%:8_AAXW^&>LG CT7XL?#WQ-X#U-V9% MDQ!IWC?1-
'NI#L99/W4+ (RO|T@UT@/XY_&X:I'\+ C?\50 50;-OM\|P
M3\4&6@:7\$V%7*:I6NP:3G8H3YK%L%*&,*H^HI>6=KJ%M<6.H6\|18W<3V M|U8WL4=W9W,\$@Q)\#
<6MPLD\$T;CATEC96'!!%?)OQ _8#_8E^*,?V4O@ M)K4EU)-+L-U*>61AEI9;IY,FB&RS9^ .Q/@7
MF.'J>URGB6@Y|[A]9P=?U8;6B\1A<1B7^Z7O35*FM\$O9M\!91^TYX7S;"T M|OX_&<:+#V@L3+*>(Q_#'\X M-
X*R\ !1|P-*DFE M< \$;60F0+?QS9^\$?'J|J%GE26_BWPYJJ3(\$SD3F4 ML\ M ZG\;/A9D).PPO%\R&>)Y!YE?
U7>,O\ @A; ,\\$T%|\TMQ#"\=5\&RS%C_Q0 M/Q0^'\ABVMRRA2UOI\B2;3E QO6-|62(2\$ML\|YC\1?
&V_>HBZD\ - %W M|J;PE/(I^RP)XQ^%OB32K9R20TD&O_&XUFY1_X*\|Q!\$S*.9=V&KAK>7BGA MN6-
+.8X^G#F<*2SS%5:7PN-G0S*G2HOFC[MG%Q5U?1MQ^@P/TM?H-YW*6(O_ MAA6X6Q\|>,|(X&_<
\$,^',OQED ACFG!V88K,FJ?-*5TZ>MW"\C^>*R_>^ML7<-Q\4?^"6\|/C *KI,,BK^SC-&+!9_26 MX4P\|<
IJ/I"WI8@Z>5\\$: M7P?^U/XC6U9PZ)<6K^,->MTGEB54N%2\LOLQN6DADBFMD3S,O\ X2?_ (T MWDKB3X-
%)!CQYB08 %X":F 4V3*9I^T@9 HD56L<|=??\!NQ^ MWO:R2K:^*OV==32.=XHY;QWXIMEGB1F"7:)?
>8)\$28*K"4)-&"NFX-CB MJ\|.=I257@K#3EOS4N'LMC)7TIWZE2A#3^6*:W=KZGU&%\6OHNRR;6^"DQO30
MB_AAB_&#Q KQA?M/B&XN3Z+WYSOKOJSY\ M7_!%ZX<^?^H.F\$<&&#Q?
M^S75#X0RMKVYH\GK9=:7,1^*?T<+OZ4F;N+NU M%>*^(YE:V\H4E7\%4G[RZ-*
OEZ'QG_P1KLI2Q_9^ X*+Z\|&ZE\$U/XT_!;3 MHHK18SN_?V-#Y9_+=9(5=F ;Z*>'(@%(\0#%TQ8,Q(4HN_NAPY
MQ^ X!>"I|E=K'T:RF|=VG&.NG*K+R,5XP_15A*3Q_P!)/C#\\$ MOAK*&\\$70%6A\|VMM_JUC\|4FWH^6G)R>|K-
W^?;|LC_ OX:*L_ ,\@? M 5_ %*6US\1 VP/BKXP09^;S)I|E^&WE,X<+@KJC|RQ(FX%PRYMC_P%(\#'
MA2\@N/AL_P \$VO\ @G#X2AMI)GAB\5?"\Q\|49PLK,ZJUS\|Q)*V\|CI))*Q M>?3IHV#(B00K&N?U2T3_(-
D/\%Q;; \\$?|/A;2;O=C|+H7\|>L>(K;9A,\\$7 M^H_& P
+2|RQD7\TXJJJC%G+LJ>^#/\#^#9SX&V4F|XB_M5?'+O,FQ1Y?@7PG M\,O 'IS.7=7\1Z1\4B\$(X2-@S(RY,DRI
Q5FJE+<^Y? MR.*<5<_!2I5N:TI\|O,6"YUO1%6JPLH=U26/4EF.XM,\TGS5XWXS_P""E\|T_ MWCV.ZC\2_ MA?&
II\>!%N+'0%*^\$+!E4I@A)VNB^23NR3(F1M**_JY(\ M_P#_!O%_P3S_,?|?3X^?=\$=P%#\|XO^+|\VDABN,R-%/-
/#_P/I=C(\?F|R1\$. M5CC1"5KZM\\$_\|S@_";O@_VLND_LG?#G5;NS&HR*FE=-:Q^?
XSZ9/T+N\|L5P|X,8K.LSBHQAFKXQ\=|X_NXKKXC>/?\$WQ!U!658+CQ_XTUWQOM>K M(6<^MN_B?
5=5FC)M)U,G^S=-3X6^)/"W@NX1?F9X/&WC&P->"0@Z|O|>5\$)E=(XW\$TN@:382S&1(8ED:5
MW:01IO)V+CT\H269CGCYF)XZX&3TKT\X\$CAU@N\|W X"E036%K\1<3U,3A8KE?*GD M>2Y1E?
L8PF|M4L\?&5D|OF7)GPL_X(!?%"?'PMKCO;HWPF^"EC^/TUK5K?8S#RKC1?
A|IGBK9,^/W2C460[LR21)\Y_3KX.?&T?PML&CO?V@ M_P|IKXB^*-96C@E_X1\|X/>%O#OPRTF&>-
X'GLI|WQ%XN'Q, UO6K&0+/\$,G2K#P M3?M'.CPM;2P,W|/05N \$?#_J%('DDDX&?^@-? /QU_X*G?\\$|/V<9=0L/B
MG^UK&I+Q%IWCM+AGEM4AR/T*AA@MX8+2WBBAM\|>*. MWMK6"-((846.&"WB58H8HHU2...-
%1\$"JH"C%?RQ 'S_@ZB_9M*)=Z?^ MS=^SS\40C9JJJ6NO?#6=+^"G@DM0%DG&/-?>-KIK-
Q'(+&3PEL6HQEH MEUC3W/FQ A!^T1_P< \$ \>OC '>:9I7Q.\|+ _/7A>3R6T#X >%?^\$=U!H5
M^U1A|CQSXMU+QIXZ^V36MR(+Z72=>T33YY((JTTG3YHT* TIPG\|OBNK3C#
M"9!E?">"GR.4L7\#X&4E;50!8&G6Q;J17_031HWD\|<|U*W\\$_^(\7TE,+GE,>8
M<7<=\1^(&Q|HH5L7FN8\0XBDVXWC"9GB9T*5,^S0KM6A?DLHI_P"\@+^T! M^U^SI^RKX8C\9?
M%_&CX<_!S0+F* DTR3QSXFT|2-5\1R:9"EQ>V/A#PV99 M/\$OC/5X(9\$D.B^%-(UC5F5UNS;>N?YQ?
VNO^#H|X*>#;?6\|>J&?P=UWXU^ M_LJU:Z?3?BJ^H?#SX5Z7J -Y%;ZG!X1M4/Q\|=V<\\$D-IRI!^|A5\$^6L:OZ

X;^CYPQECI5\ QF*X@Q,6I M.@KY?EO-NDZ-&I/%UN5Z7GC(TZJ7OX=1DX'\X\0^/N>X[VE'A_8?)\)/YNHOVA?
C3K>L># M)YS-;"7PE&!/7PCL(O<&YM]? A"-F'OKPLW,:VM]XSO/%&LJ+>UDGU2YNH M1=&=%-P?
+FUIQ'HP(CLO[;A<)E. M0X!4,JA!E&6X6+ER484.%A*,=%*^<^54Z46I+FJ3=Y/64FS\8Q.+SSB7'^UQ M-
..,YS"NVH\SK8NO+KRTX14W*&WY*<5"V22/-*CDECA40-(D2#DO(RH@ Y) M+,0 /VN/!A'P_#+/#%<+(;I6G?
OXG;^"=<@4Z6"Q4^(L?%-1P^4N,L+& M73VV93 V50>J;POURI&WO4E=7 3.&O!+B[.W"MF4*?#^"=FYXY.>-E%
[^RP% M-JHI+MB9X:ITXN2O;^*C]AS ((A_MR_MM?V-XKA\\$3? #X):HUA2I8^,?EM<6+)=:/JHB/>#==<%S?:
8Q&V:2XN\3^ MU?\ X) _/!;ICL_@GW;:=XE\#^&[KXH?1;%8M6^/?Q2MM,U;QE#=7%OY6 MI1>
=*MI:+0OACHEPTEQ;PV/AJW.NS:3)8'(& %/B:Y6XU&Z_5@#!)RQ)P"6 M)8\9QR?K2U_7&?
BYQ7QBJN%J5UE.3SNGE>6RG3A6IO3EQV);5?&77Q4Y.GA M9.TEAHM)K^D>\$/#A?
A!PO&%PSO^9Q2OF>/4*M>\$EN+3Y?9857UO2C[7I*K M):!_13W]3[T445^7'Z(%%% !1110 4444 %%%
!1110 4444 %%% !1 M110 4444 %?&GQB :=^/P?8:QIR L/ M%?%WX=6=W91Z5\3@;K?P5\9O]
M5E+H&EZGJ-Y>#?/B7X1^(^GR;:K%UJF@K96>:@:U-J+:4NH6+2Q:C;VZ?9= M'/?
U|UU8.O0P|5SQ&"H8^FX.#HUZF^HJ+;B :4YX2OAYJK%)QC[1U:5I2YJ M,GRN.->G4JT^6EB*F&GS1E[2G"C-
V3U@XUZ=6#C):.RC;:QG%GY#ZM_P7! 8 M(\!ZS!X>^/N?7JE?7+OS%L]- :< 9F^- PCFOY(LB1=-
EUGP;+;LBLK 7 M6DS7MG*BM!<2VVV9O&
M_P!/OK2=&CGMKRRNTFM;JWFC8I+/#/\$>6U'PEX*LOASJ4DMR9'EN9|[X>'PO-=W322O*9[PW\$C28=RQ M-?
28>MP+726_R_BG+IV5ZF!S/*TI-ZW<<+BLLRVK%;+E>.J=9_@)^W=XI^'MB@DDLK#Q7\=/U MG6C-
G=\$) %OPW^+'PIMX"SC=+

#)6)(98 P->U0R#PUQK;CX@9IE":?+2S M7@[\\$8F5|J*,JV59IB8*^KY09VTUL>57S7C7#0C;A'+\QJ0B0
M^3_PDD\0C"Q"3RU KPG60^"5_!Q%X:6|DT_XS?'Q+:#;J/F\?-?% O&UU)=
M*@./LMGKOO(TNZ|J55H('1EPJD^Q0-^\$7_N_BMPMRMI+ZW0K8";YK6_=X MK\$TW?
NKZ|1V:/)K|8G&46.!G<\$87) KQ P 0 ! (+T: LL.MZ/ P % M60@L2#2 '_/3&O
Y>%DV2^%O>J%2/N\J0@?)./D2<+|5'P5R[\$-*AXE]
M(UV)E2KT*C>W2&D^O;MW\6KXL8S#Q4\1X>\8T87LY3P=ODKP5Y6NTFU>UI
MVU/I+O:WU ^^6_PQ2[NM_WR?* RX|9%?%B|[6M '\$A' @K+JD95S(F MK:%^V|J|N49#!(7:XMKNW(:-
#^"JQFA 1LQ|0#?%?L_P"7WXCE9?'O|- [M;?B&:=3*R^_@? M&ZW+.K2LYD*>(?=V|JM.9'+D,#*9&)+LY/IT/
"SD ME6\0DA_UXPE/\$2_!GFV' -'#7/9<6H*6\$/>*Z|:U/5P|-=K3IX3%7N] M%[JO^!_JO^+?B|X#\ 6IOO?C;P?
X*L@@D-YXN\3Z%X;M0C;JKF?6;^RB"MY M\0ZKJQDVL"2632/D!5)/^8E!^Q9^TS"R_9?V?-VD(7+*+?JE|X
MO1,S,0 %\OP I+,2 /F/09.*ZN/IB3]M0_)#^Q3^V&VWC;%^RK>VV\XP0G MP\T9R.<#(/H<>QA_+A>FEI?
X_A6U3OAZ.78).-U=+VV88W5];?RGE8KQE MXIE?ZAX-?^"JO_2J\%VD
M]P/VH=^87\$#.IT[P%X^)7B6[D*"[F1?="G83!B#L.:]9&&#E2"?C/X@_ M\10|!/AHM%X^&?[2_Q3E\IS%
<6'@WP?X+TXS[6I)Y?&WC72=2B@9PBRSP MZ3=2QHS.EK,RB-OXY-) X)X M .Y(L>F L/ _+6KNI;5^W?
L^ %#1ESO*?- MK?AK3HT&X'YG=5Q\^=A#5ZWT' !(#_@J%K:QO8 L_ "-)"@5M5L/#'A_') M4,\?
B#Q/I#4/4 %;'\WIG<(*@DHM^RR7-1*-M^;VU1JTI?RIK6SN?MY M4/(@Z^)FHVU 9?!"1BWP+X4O%FD_LWQ/\
%GXS>('D;O,HV-J/@#P9X'^ M'?D2*VYGBMOB9=HX.UX]H9OSD^+? !P P#%1/BC :,&D?%7P#&-,U!0G] MF_!
[X8:)IKV(!:#;?KWCFY?>*H&Z@EM>E)!Y/3)>%/^ O !5KQ7\$LP 9M ML?#"MMX9?%7X9Z)
(NY2WSQ1^);^08P\$(57.}@ 8YKZ1%\&QO_4=2PB M7Q%XA_9H^'3%-WV?Q)3?
%&LSYQ|P'P3\\$/UNSYX&+C:2"- (->YA#X!/_ MZPJ<'U)TFG?S^X^>U>W7S*.Q&820>*:Y(L;OE48R?:
B8C&^/ &V_<<0X: M%6+BHX?"4LG@TE)/FG&&%E&Z;7037-9*[;B?BM\9OVI_VF_VBA>Q_C]H3XR
M_%RPU%HWO="< \$3Q-K'A.=XAB)SX,4(\$"H/NO#H<3#UQ@#P*&&#!%B@A MCAC082.*-8XT'HJ(%51|
"OZX!_!IW\3|ZUM|CXE?MQ>!"JX)XS=Z-X#^ M 'B'QU!+;=94M?WB/XM?#IK:X/W8II_"-
Y\$N=SVI_=KJH^& P#P:R L1>&V MLKKXD &G|ICXIWD00W^GPZ|_AIX80&5LMLY%GX<|\$3^*|.095U_P"UNI
MN#%-XWUZ%7QF\+FH 5!F'M84W)+"Y1DV,I4HN*27(ZF%P>:\$:E91C*G5E' M17:BKGGO\(\$W.JBJYIROE-
1E|:-M.T)=6U:PT'2(9)7U[5;B.TTK0M)@FU36]4NYCB*UTS2+!+C4=0 MNI3Q%;6=M--(>\$1C7^F%)+_&'
2U^%?V.730V5/" C* LKA+J'4OBEXA M\8?FX,D9#*DUXHUV\TJYAW#+0W.G2Q.,JR%25K)OAM\OA)&M)N-
^#_M ,+?AS)I"NYQ%M+TNVGG^9AYTT;R?,V7R2
M:^OS+Z2.24E)93P[F>.DFU&6/Q.&RZ#VM+JPLRF^KY7+_=DKJ_OILN^COF,
MW%YMQ%@/\&UY0P&\$K8N5|=?.3PD?Y5?D>[=M\$!YF7P8_X)?\!2OX\26+ M^" V/OBJH&E7UP+=?S'Q:T1?
@QI, *!QV\BD&- MV# U^O/P* X-7 VEO%BVFH?M#?M?"SX,V,D-K=2^'OAWX:UOX>+F;|3B^T
MF|O; 40AOX2T.Y-HK&TUBQU+QK;1SO&9M(FC5D?^YG'J68]ZF82Q&?E?:ZPD=M+/4_1!.#^"#!;RPG[*E]H6H
M70BD>"IO;_ AYX ^%OAJT\& #+P/X/^7A"P>:6R*> #.B^\$/#5
MG+_L:#E[&BO*E3@O(4,LR)F@Z>4Y7@,N@TE+ZGA:-!R2224 EYTX*<|)+XI/8,8Z#|/\ J:***\010*** "BBB@
HHHH_V0\$! end GRAPHIC 5 image0004.jpg begin 644 image0004.jpg M_IC_X 02D9)1@ ! 0\$ 8 !@ # VP#
8\$!08% 8&!08'!P8("A "*"@D) M"A0.#PP0%Q08!<4%A8:24?&ALC!86("P@(R8G*2HI&1\ M,"TH,"4H*2C_
MVP!# 0<!'PH("A,"A,H&A8:"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H
M*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H
P(\$ P4% M! 0 %] 0(# 01!1(A,4\$&\$U%A!R)Q%#*!D:\$((T*QP152T? D,V)R@@D*
M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\ C)RM+3U-
76U]C9VN'BX^3EYN?HZ>KQ/O/T)?W^/GZ_0 'P\$ P\$! 0\$! M 0\$! 0 \$" P0%!@<("OH+_0 M1\$ @\$\$! 0#! <%! 0
0)W \$" M Q\$\$!2\$Q!A)!40=A<1,B,H\$(%\$*1H;''2,S4O 58G+1"A8D-.S\1<8&1HF M)R@I*C4V-S@Y.D-
\$149"2\$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.
MA8:B(F*DI.4E9:7F)F:HJ,DI::GJ*FJLK.TM;:WN+FZPL/\$Q<';R,G*TM/4 MU=;7V-
G:XN/DY>;GZ.GJ\O/T?;W^/GZ_JH # ,!(1 Q\$ /P#Z-1;>);/P M?X80-=U..XEM+79O2W4,YW,J#) ZL_2MRO-
/VCF!^#7B)002/LV1GI I\$5 M>EY!) (R.H)* /G7]KJPN8+2=5M)I(H+C.GWB(O F/FQ!O4 AR,]#7H_P%
MLKNW^&JA?:1-) /J6JN\ <32L6>0N<(23R?D5*N_&3PK+XQ\ 7^E6N!=EXY8"
H1G##XS_X\N'XUUVG6D6GZ?;6=LH6"WB6&-1V50 !^OH L4444 ? V0\$! end GRAPHIC 6 image0005.jpg begin
644 image0005.jpg M_IC_X 02D9)1@ ! 0\$ 8 !@ # VP# # 8\$!08% 8&!08'!P8("A "*"@D) M"A0.#PP0%Q08!&
<4%A8:24?&ALC!86("P@(R8G*2HI&1\ M,"TH,"4H*2C_ MVP!#
0<!'PH("A,"A,H&A8:"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H
M*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H*"@H

M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\|C)RM+3U-
76U]C9VN'BX^3EYN?HZ>KQ\O/T!?:W^/GZ \0 'P\$ P\$! 0\$! M 0\$! 0 \$" P0%!@<("0H+ \0 M1\$ @\$"! 0#! <%! 0
0)W \$" M Q\$\$!2\$Q!A)!40=A<1,B,H\$(%\$*1H;!"2,S4O 58G+1"A8D-.\$E\1<8&1HF M)R@I*C4V-S@Y.D-
\$149'2\$E*4U155E=865IC9&5F9VAI;G-T=79W>'EZ@H.\$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/\$Q<,'R,G*TM/4 MU=;7V-
G:XN/DY>;GZ.GJ\O/T!?:W^/GZ _JH # ,! (1 Q\$ /P#> :; ^(_BO MP?XWLK#P|JOV.TDTY)WC^SQ297Q%_Z&'_R2MO\
MXW73?M=_E)TW_L\$Q?\HZ:O#Z"CV;P+\9/'FJ>- #UA?:[YMI=:C;P31_8X M%WHTJJPR\$!&03R.:^PZ /OX9?
(E)_JA:T_1')7Z"4"9D:OX8T'6KE;C6-\$ MTO4+A4\$:RW5I*P4\$D*"P)QDDX|S5'_A ?!_OI^'\ P6P _\$T44 2VO@GP
BK:7,5Q:^&=#AN(7\$D