

0001493152-25-0020176-K Taoping Inc. 2025011420250114063354063355063355 0 0001493152-25-002017 6-K 6 20250114 20250114 20250114 Taoping Inc. 0001552670 7372 000000000 D8 1231 6-K 34 001-35722 25527713 21ST FLOOR, EVERBRIGHT BANK BUILDING ZHUZILIN, FUTIAN DISTRICT, GUANGDONG SHENZHEN F4 518040 (86) 755-8831-9888 21ST FLOOR, EVERBRIGHT BANK BUILDING ZHUZILIN, FUTIAN DISTRICT, GUANGDONG SHENZHEN F4 518040 China Information Technology, Inc. 20120620 6-K 1 form6-k.htm Â Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549 Â FORM 6-K Â REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 OF THE SECURITIES EXCHANGE ACT OF 1934 Â For the month of January 2025 Â Commission File Number 001-35722 Â TAOPING INC. (Translation of registrant's name into English) Â 21st Floor, Everbright Bank Building Zhuzilin, Futian District Shenzhen, Guangdong, 518040 People's Republic of China (Address of principal executive offices) Â Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F: Form 20-F ~ Form 40-F ~ Â Â Â Â Â INCORPORATION BY REFERENCE Â This Form 6-K is hereby incorporated by reference into the registration statements of Taoping Inc. (the "Company") on Form S-8 (Registration Numbers 333-256600, 333-211363 and 333-283697) and Form F-3 (Registration Numbers 333-262181 and 333-229323) to the extent not superseded by documents or reports subsequently filed or furnished by the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended. Â Â Â On January 13, 2025, Taoping Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with Streeterville Capital, LLC, a Utah limited liability company (the "Investor"), pursuant to which the Company issued an unsecured convertible promissory note with a 12-month maturity (the "Convertible Note") to Investor. The Convertible Note has the original principal amount of \$1,311,000 including the original issue discount of \$96,000 and Investor's legal and other transaction costs of \$15,000. Â Interest accrues on the outstanding balance of the Convertible Note at 7% per annum. Upon the occurrence of a Trigger Event (as defined in the Convertible Note), Investor may increase the outstanding balance payable under the Convertible Note by 15% or 5%, depending on the nature of such event. If the Company fails to cure the Trigger Event within the required five (5) trading days, the Trigger Event will automatically become an event of default and interest will accrue at the lesser of 22% per annum or the maximum rate permitted by applicable law. Â Pursuant to the terms of the Convertible Note and the Purchase Agreement, the Company must obtain Investor's consent for certain fundamental transactions such as consolidation, merger, disposition of substantial assets, change of control, reorganization or recapitalization. Any occurrence of such fundamental transaction without Investor's prior written consent will be deemed a Trigger Event. Â After the Investor delivers the purchase price of the Convertible Note to the Company, Investor, subject to certain restrictions, may convert all or any part of the outstanding balance of the Convertible Note, at a fixed conversion price of \$3.00 per share, into the Company's ordinary shares. In addition, subject to certain restrictions, Investor may redeem all or any portion of the Convertible Note, subject to a maximum amount of \$300,000 per month, into ordinary shares of the Company at a price equal to the lesser of (i) \$3.00, and (ii) 80% multiplied by the lowest daily VWAP during the ten (10) trading days immediately preceding the applicable redemption, subject to a floor price of \$0.10. Investor also has the right, on any trading day and the following trading day, that any intraday trade price of the ordinary shares is 10% greater than the previous Measurement Period's Nasdaq Minimum Price (as defined in the Convertible Note), to redeem all or any portion of the outstanding balance of the Convertible Note into ordinary shares. Â The Company is responsible for certain late fees equal to 2% of the Conversion Share Value (as defined in the Convertible Note) with a floor of \$500 per day if it fails to deliver the ordinary shares upon conversion or redemption pursuant to the terms of the Convertible Note. The Company may prepay the outstanding balance of the Convertible Note in cash equal to 120% multiplied by the portion of the outstanding balance the Company elects to prepay. Â On January 13, 2025, the transaction contemplated by the Purchase Agreement was closed as all the closing conditions set forth therein were satisfied. On January 13, 2025, the Company filed a prospectus supplement (the "Prospectus Supplement") under the registration statement on Form F-3 (File No. 333-262181), to register up to 3,602,589 ordinary shares of the Company issuable upon the conversion of the Convertible Note. Â The foregoing summaries of the Purchase Agreement and the Convertible Note do not purport to be complete and are qualified in their entirety by reference to the Purchase Agreement and the Convertible Note, which are attached hereto as Exhibits 10.1 and 4.1, respectively, and each of which is incorporated herein by reference. A copy of the opinion of Maples and Calder relating to the validity of the shares that may be issued pursuant to the Convertible Note is filed herewith as Exhibit 5.1. Â This Report on Form 6-K does not constitute an offer to sell or the solicitation of an offer to buy, and the ordinary shares cannot be sold in any state or jurisdiction in which the offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any state or jurisdiction. Any offer will be made only by means of a prospectus, consisting of a prospectus supplement and the accompanying base prospectus, forming a part of the effective registration statement. Â EXHIBIT INDEX Â Exhibit Â Description 4.1 Â Convertible Promissory Note, dated January 13, 2025 5.1 Â Opinion of Maples and Calder 10.1 Â Securities Purchase Agreement, dated January 13, 2025 Â Â Â Â SIGNATURES Â 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 Date: January 14, 2025 TAOPING INC. Â Â Â Â By: /s/ Jianghuai Lin Â Â Jianghuai Lin Â Â Chief Executive Officer Â Â Â EX-4.1 2 ex4-1.htm Â Exhibit 4.1 Â CONVERTIBLE PROMISSORY NOTE Â January 13, 2025 U.S. \$1,311,000.00 Â FOR VALUE RECEIVED, Taoping Inc., a British Virgin Islands business company ("Borrower"), promises to pay to Streeterville Capital, LLC, a Utah limited liability company, or its successors or assigns ("Lender"), \$1,311,000.00 and any interest, fees, charges, and late fees accrued hereunder on the date that is twelve (12) months after the Purchase Price Date (the "Maturity Date") in accordance with the terms set forth herein and to pay interest on the Outstanding Balance at the rate of seven percent (7%) per annum from the Purchase Price Date until the same is paid in full. All interest calculations hereunder shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, simple interest and shall be payable in accordance with the terms of this Note. This Convertible Promissory Note (this "Note") is issued and made effective as of January 13, 2025 (the "Effective Date"). This Note is issued pursuant to that certain Securities Purchase Agreement dated January 13, 2025, as the same may be amended from time to time, by and between Borrower and Lender (the "Purchase Agreement"). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference. Â This Note carries an OID of \$96,000.00. In addition, Borrower agrees to pay \$15,000.00 to Lender to cover Lender's legal fees, accounting costs, due diligence, monitoring and other transaction costs incurred in connection with the purchase and sale of this Note (the "Transaction Expense Amount"). All of the OID and the Transaction Expense Amount is fully

earned as of the Effective Date and is included in the initial principal balance. The purchase price for this Note shall be \$1,200,000.00 (the "Purchase Price"), computed as follows: \$1,311,000.00 original principal balance, less the OID, less the Transaction Expense Amount. The Purchase Price shall be payable by Lender by wire transfer of immediately available funds.

1. Payment; Prepayment

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America or Conversion Shares (as defined below), as provided for herein, and delivered to Lender at the address or bank account furnished to Borrower for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. So long as no Event of Default (as defined below) has occurred and is continuing, Borrower shall have the right, exercisable on not less than five (5) Trading Days prior written notice to Lender to prepay the Outstanding Balance (less such portion of the Outstanding Balance for which Borrower has received a Conversion Notice (as defined below) from Lender where the applicable Conversion Shares have not yet been delivered) of this Note, in part or in full, in accordance with this Section 1.2. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to Lender at its registered address or through email and shall state: (i) that Borrower is exercising its right to prepay this Note, and (ii) the date of prepayment, which shall be not less than five (5) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), Borrower shall make payment of the Optional Prepayment Amount (as defined below) to or upon the order of Lender as may be specified by Lender in writing to Borrower. For the avoidance of doubt, Lender shall be entitled to exercise its Conversion (as defined below) rights until the Optional Prepayment Date. If Borrower exercises its right to prepay this Note, Borrower shall make payment to Lender of an amount in cash equal to 120% multiplied by the then Outstanding Balance of this Note being repaid (the "Optional Prepayment Amount"). In the event Borrower delivers the Optional Prepayment Amount to Lender prior to the Optional Prepayment Date, the Optional Prepayment Amount shall not be deemed to have been paid to Lender until the Optional Prepayment Date. In the event Borrower delivers the Optional Prepayment Amount without an Optional Prepayment Notice, then the Optional Prepayment Date will be deemed to be the date that is five (5) Trading Days from the date that the Optional Prepayment Amount was delivered to Lender and Lender shall be entitled to exercise its conversion rights set forth herein during such five (5) Trading Day period. In addition, if Borrower delivers an Optional Prepayment Notice and fails to pay the Optional Prepayment Amount due to Lender within two (2) Trading Days following the Optional Prepayment Date, Borrower shall forever forfeit its right to prepay this Note.

2. Security. This Note is unsecured.

3. Lender Optional Conversion

3.1. Lender Conversions. Lender has the right at any time after the Purchase Price Date until the Outstanding Balance has been paid in full, at its election but subject to the Unavailability of Conversion Shares (as defined below), to convert ("Lender Conversion") all or any portion of the Outstanding Balance into shares ("Lender Conversion Shares") of fully paid and non-assessable Ordinary Shares, no par value per share (the "Ordinary Shares"), of Borrower as per the following conversion formula: the amount being converted (the "Conversion Amount") divided by the Lender Conversion Price (as defined below). Conversion notices in the form attached hereto as Exhibit A (each, a "Lender Conversion Notice") may be effectively delivered to Borrower by any method set forth in the "Notices" Section of the Purchase Agreement, and all Lender Conversions shall be cashless and not require further payment from Lender. Borrower shall deliver the Lender Conversion Shares from any Lender Conversion to Lender in accordance with Section 9 below. Notwithstanding the foregoing, once Lender has been issued Conversion Shares under this Note equal to the Maximum Amount (as defined below), Lender may not make any conversions pursuant to this Section 3.1 until the date that is six (6) months from the Purchase Price Date and at any time thereafter.

3.2. Lender Conversion Price. Subject to adjustment as set forth in this Note, the price at which Lender has the right to convert all or any portion of the Outstanding Balance into Ordinary Shares is \$3.00 per share (the "Lender Conversion Price").

4. Trigger Events, Defaults and Remedies

4.1. Trigger Events. The following are trigger events under this Note (each, a "Trigger Event"): (a) Borrower fails to deliver any Conversion Shares (as defined below) in accordance with the terms hereof; (b) Borrower fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (c) a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; (d) Borrower becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; (e) Borrower makes a general assignment for the benefit of creditors; (f) Borrower files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (g) an involuntary bankruptcy proceeding is commenced or filed against Borrower; (h) the occurrence of a Fundamental Transaction without Lender's prior written consent; provided, however, that no consent will be required if the Note is paid in full in connection with such Fundamental Transaction; (i) Borrower fails to observe or perform any covenant set forth in Section 4 of the Purchase Agreement; (j) Borrower fails to maintain the Share Reserve (as defined in the Purchase Agreement); (k) Borrower defaults or otherwise fails to observe or perform any material covenant, obligation, condition or agreement of Borrower contained herein or in any other Transaction Document (as defined in the Purchase Agreement), other than those specifically set forth in this Section 4.1 and Section 4 of the Purchase Agreement; (l) any representation, warranty or other statement made or furnished by or on behalf of Borrower to Lender herein, in any Transaction Document, or otherwise in connection with the issuance of this Note is false, incorrect, incomplete or misleading in any material respect when made or furnished; (m) Borrower effectuates a reverse split of its Ordinary Shares without twenty (20) Trading Days prior written notice to Lender other than a reverse split of its Ordinary Shares to maintain compliance with the minimum bid price requirements of the principal market; (n) any money judgment, writ or similar process is entered or filed against Borrower or any subsidiary of Borrower or any of its property or other assets for more than \$500,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Lender; (o) Borrower fails to be DWAC Eligible; or (p) Borrower breaches any material covenant or other material term or condition contained in any Other Agreements. Notwithstanding the foregoing, the occurrence of any event specified in clauses 4.1(h)-(p) shall not be considered a Trigger Event if such event is cured within ten (10) Trading Days of the occurrence thereof. For the avoidance of doubt, the unavailability of Conversion Shares included in Form 424B solely due to the filing of the Company's annual report on Form 20-F for fiscal year ended December 31, 2024 after March 31, 2025 but before the required filing deadline (including any valid extensions) pursuant to the Securities Exchange Act of 1934, as amended (the "Unavailability of Conversion Shares"), shall not be considered as a Trigger Event.

4.2. Trigger Event Remedies. At any time following the occurrence of any Trigger Event, Lender may, at its option, increase the Outstanding Balance by applying the Trigger Effect.

4.3. Defaults. At any time following the occurrence of a Trigger

Event, Lender may, at its option, send written notice to Borrower demanding that Borrower cure the Trigger Event within five (5) Trading Days. If Borrower fails to cure the Trigger Event within the required five (5) Trading Day cure period, the Trigger Event will automatically become an event of default hereunder (each, an "Event of Default").

4.4. Default Remedies. At any time and from time to time following the occurrence of any Event of Default, Lender may accelerate this Note by written notice to Borrower, with the Outstanding Balance becoming immediately due and payable in cash at the Mandatory Default Amount.). Notwithstanding the foregoing, upon the occurrence of any Trigger Event described in clauses 4.1(c) - 4.1(g), an Event of Default will be deemed to have occurred and the Outstanding Balance as of the date of the occurrence of such Trigger Event shall become immediately and automatically due and payable in cash at the Mandatory Default Amount, without any written notice required by Lender for the Trigger Event to become an Event of Default. At any time following the occurrence of any Event of Default, upon written notice given by Lender to Borrower, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of twenty-two percent (22%) per annum or the maximum rate permitted under applicable law ("Default Interest"). For the avoidance of doubt, Lender may continue making Conversions at any time following a Trigger Event or an Event of Default until such time as the Note is paid in full. In connection with acceleration described herein, Lender need not provide, and Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and Lender may immediately enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Lender at any time prior to payment hereunder and Lender shall have all rights as a holder of the Note until such time, if any, as Lender receives full payment pursuant to this Section 4.2. No such rescission or annulment shall affect any subsequent Trigger Event or Event of Default or impair any right consequent thereon. Nothing herein shall limit Lender's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Borrower's failure to timely deliver Conversion Shares upon Conversion of the Note as required pursuant to the terms hereof.

5. Unconditional Obligation; No Offset. Borrower acknowledges that this Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower hereby waives any rights of offset it now has or may have hereafter against Lender, its successors and assigns, and agrees to make the payments or Conversions called for herein in accordance with the terms of this Note.

6. Waiver. No waiver of any provision of this Note shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

7. Rights Upon Issuance of Securities.

7.1. Adjustment upon Subdivision or Combination of Ordinary Shares. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a greater number of shares, the Lender Conversion Price in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding Ordinary Shares into a smaller number of shares, the Lender Conversion Price in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 7.1 shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 7.1 occurs during the period that a Redemption Conversion Price is calculated hereunder, then the calculation of such Redemption Conversion Price shall be adjusted appropriately to reflect such event.

7.2. Other Events. In the event that Borrower (or any subsidiary) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect Lender from dilution or if any event occurs of the type contemplated by the provisions of this Section 7 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then Borrower's board of directors shall in good faith determine and implement an appropriate adjustment in the Lender Conversion Price so as to protect the rights of Lender, provided that no such adjustment pursuant to this Section 7.2 will increase the Lender Conversion Price as otherwise determined pursuant to this Section 7, provided further that if Lender does not accept such adjustments as appropriately protecting its interests hereunder against such dilution, then Borrower's board of directors and Lender shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by Borrower.

8. Redemptions.

8.1. Redemption Conversion Price. Subject to the adjustments set forth herein, the conversion price for each Redemption Conversion (the "Redemption Conversion Price") shall be the lesser of (a) the Lender Conversion Price, and (b) the Market Price, but in no event less than the Floor Price.

8.2. Redemptions. Lender shall have the right, (i) for the maximum amount of Ordinary Shares included in a Form 424B prospectus supplement to the Borrower's registration statement on Form F-3 (333-262181) (the "Maximum Amount"), exercisable at any time after the Purchase Price Date and (ii) for Ordinary Shares exceeding the Maximum Amount, beginning on the date that is six (6) months from the Purchase Price Date, in its sole and absolute discretion, to redeem all or any portion of the Note (such amount, the "Redemption Amount"), subject to the Maximum Monthly Redemption Amount and the Unavailability of Conversion Shares, by providing Borrower with a notice substantially in the form attached hereto as Exhibit B (each, a "Redemption Notice"), and each date on which Lender delivers a Redemption Notice, a "Redemption Date"). For the avoidance of doubt, Lender may submit to Borrower one (1) or more Redemption Notices in any given calendar month; provided that the aggregate Redemption Amounts in such calendar month do not exceed the Maximum Monthly Redemption Amount. Payments of each Redemption Amount may be made, in Borrower's discretion, (a) in cash, (b) by converting such Redemption Amount into Ordinary Shares ("Redemption Conversion Shares"), and together with the Lender Conversion Shares, the "Conversion Shares") in accordance with this Section 8.2 (each, a "Redemption Conversion") per the following formula: the number of Redemption Conversion Shares equals the portion of the applicable Redemption Amount being converted divided by the Redemption Conversion Price, or (c) by any combination of the foregoing, so long as the cash is delivered to Lender on the fifth (5th) Trading Day immediately following the applicable Redemption Date and the Redemption Conversion Shares are delivered to Lender on or before the applicable Delivery Date (as defined below). Notwithstanding the foregoing, Borrower will not be entitled to elect a Redemption Conversion with respect to any portion of any applicable Redemption Amount and shall be required to pay the Redemption Amount in cash, if on the applicable Redemption Date, the Redemption Conversion Price is below the

Floor Price or there is an Equity Conditions Failure, and such failure is not waived in writing by Lender. Notwithstanding that failure to repay this Note in full by the Maturity Date is a Trigger Event, the Redemption Dates shall continue after the Maturity Date pursuant to this Section 8.2 until the Outstanding Balance is repaid in full. Notwithstanding the foregoing, once Lender has been issued Conversion Shares under this Note equal to the Maximum Amount, Lender may not make any redemption pursuant to this Section 8.2 until the date that is six (6) months from the Purchase Price Date and at any time thereafter. For the avoidance of doubt, the Unavailability of Conversion Shares shall not be considered as an Equity Conditions Failure.

8.3. Allocation of Redemption Amounts. Following its receipt of a Redemption Notice, Borrower may either ratify Lender's proposed allocation in the applicable Redemption Notice or elect to change the allocation by written notice to Lender by email or fax within twenty-four (24) hours of its receipt of such Redemption Notice, so long as the sum of the cash payments and the amount of Redemption Conversions equal the applicable Redemption Amount. If Borrower fails to notify Lender of its election to change the allocation prior to the deadline set forth in the previous sentence, it shall be deemed to have ratified and accepted the allocation set forth in the applicable Redemption Notice prepared by Lender. Borrower acknowledges and agrees that the amounts and calculations set forth thereon are subject to correction or adjustment because of error, mistake, or any adjustment resulting from a Trigger Event or other adjustment permitted under the Transaction Documents (an "Adjustment"). Furthermore, no error or mistake in the preparation of such notices, or failure to apply any Adjustment that could have been applied prior to the preparation of a Redemption Notice may be deemed a waiver of Lender's right to enforce the terms of any Note, even if such error, mistake, or failure to include an Adjustment arises from Lender's own calculation. Borrower shall deliver the Redemption Conversion Shares from any Redemption Conversion to Lender in accordance with Section 9 below on or before each applicable Delivery Date.

8.4. Special Redemption Provision. At any time after the Purchase Price Date, Lender will have the right, on any Trading Day and the following Trading Day, that (a) any Intraday Trade Price of the Ordinary Shares is ten percent (10%) greater than the previous Measurement Period's Nasdaq Minimum Price, or (b) the daily trading volume of the Ordinary Shares is at least 300% greater than the average daily trading volume of the previous five (5) Trading Days, to redeem all or any portion of the Outstanding Balance into Redemption Conversion Shares at the Redemption Conversion Price by delivering a Redemption Notice to Borrower. Equity Conditions Failures will not apply to redemptions pursuant to this Section 8.4 and the applicable Redemption Amount must be paid by delivery of Redemption Conversion Shares. Redemptions made pursuant to Section 8.4 will not reduce the Maximum Monthly Redemption Amount. By way of example only, if the Nasdaq Minimum Price on a Monday were \$1.00 and during after-hours trading on such Monday the Ordinary Shares traded at \$1.10, then pursuant to this Section 8.4, Lender would be entitled to submit a Redemption Notice on Monday after market close, Tuesday all day, and Wednesday until market close. Notwithstanding the foregoing, once Lender has been issued Conversion Shares under this Note equal to the Maximum Amount, Lender may not make any redemptions pursuant to this Section 8.4 until the date that is six (6) months from the Purchase Price Date and at any time thereafter.

9. Method of Conversion Share Delivery. On or before the close of business on the third (3rd) Trading Day following each Redemption Date or the third (3rd) Trading Day following the date of delivery of a Lender Conversion Notice, as applicable (the "Delivery Date"), Borrower shall, provided it is DWAC Eligible at such time and such Conversion Shares are eligible for delivery via DWAC, deliver or cause its transfer agent to deliver the applicable Conversion Shares electronically via DWAC to the account designated by Lender in the applicable Lender Conversion Notice or Redemption Notice. If Borrower is not DWAC Eligible or such Conversion Shares are not eligible for delivery via DWAC, it shall deliver to Lender or its broker (as designated in the Lender Conversion Notice or Redemption Notice), via reputable overnight courier, a certificate representing the number of Ordinary Shares equal to the number of Conversion Shares to which Lender shall be entitled, registered in the name of Lender or its designee. For the avoidance of doubt, Borrower has not met its obligation to deliver Conversion Shares by the Delivery Date unless Lender or its broker, as applicable, has actually received the certificate representing the applicable Conversion Shares no later than the close of business on the relevant Delivery Date pursuant to the terms set forth above.

10. Conversion Delays. If Borrower fails to deliver Conversion Shares in accordance with the timeframe stated in Section 9, Lender may at any time prior to receiving the applicable Conversion Shares rescind in whole or in part such Conversion, with such rescinded amount being returned to the Outstanding Balance (any returned amount will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144). In addition, for each Conversion, in the event that Conversion Shares are not delivered by the Delivery Date, a late fee equal to 2% of the applicable Conversion Share Value rounded to the nearest multiple of \$100.00 but with a floor of \$500.00 per day (but in any event the cumulative amount of such late fees for each Conversion shall not exceed 200% of the applicable Conversion Share Value) will be assessed for each day after the Delivery Date until Conversion Share delivery is made; and such late fees will be added to the Outstanding Balance (such fees, the "Conversion Delay Late Fees").

11. Sales Limitation. Lender agrees that so long as no Trigger Event has occurred, Lender will limit its sales of Conversion Shares on the open market in any given calendar week to fifteen percent (15%) of the weekly trading volume of the Ordinary Shares on Borrower's principal trading market for such week, unless otherwise authorized by Borrower in writing. Borrower's sole and exclusive remedy in the event of a breach by Lender of the foregoing sales limitation shall be to reduce the Outstanding Balance (or payable in cash if this Note has been paid in full) by the amount of proceeds that Lender received that exceeded the sales limitation. The foregoing sales limitation with expire on the date that is thirty (30) days from the date that this Note is paid in full.

12. Ownership Limitation. Notwithstanding anything to the contrary contained in this Note or the other Transaction Documents, Borrower shall not effect any conversion of this Note to the extent that after giving effect to such conversion would cause Lender (together with its affiliates) to beneficially own a number of shares exceeding 4.99% of the number of Ordinary Shares outstanding on such date (including for such purpose the Ordinary Shares issuable upon such issuance) (the "Maximum Percentage"). For purposes of this section, beneficial ownership of Ordinary Shares will be determined pursuant to Section 13(d) of the 1934 Act. Notwithstanding the foregoing, the term "4.99%" above shall be replaced with "9.99%" at such time as the Market Capitalization is less than \$10,000,000.00. Notwithstanding any other provision contained herein, if the term "4.99%" is replaced with "9.99%" pursuant to the preceding sentence, such increase to "9.99%" shall remain at 9.99% until increased, decreased or waived by Lender as set forth below. By written notice to Borrower, Lender may increase, decrease or waive the Maximum Percentage as to itself but any such waiver will not be effective until the 61st day after delivery thereof. The foregoing 61-day notice requirement is enforceable, unconditional and non-waivable and shall apply to all affiliates and assigns of Lender.

13. Opinion of Counsel. In the event that an opinion of counsel is needed for any matter related to this Note, Lender has the right to have any such opinion provided by its counsel.

14. Governing

Law; Venue. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference. Â 15. Arbitration of Disputes. By its issuance or acceptance of this Note, each party agrees to be bound by the Arbitration Provisions (as defined in the Purchase Agreement) set forth as an exhibit to the Purchase Agreement. Â 16. Cancellation. After repayment or conversion of the entire Outstanding Balance, this Note shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued. Â 17. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Note. Â 18. Assignments. Borrower may not assign this Note without the prior written consent of Lender. This Note and any Ordinary Shares issued upon conversion of this Note may be offered, sold, assigned or transferred by Lender without the consent of Borrower. Â 19. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled "Notices." Â 20. Liquidated Damages. Lender and Borrower agree that in the event Borrower fails to comply with any of the terms or provisions of this Note, Lender's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest or other charges assessed under this Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages (under Lender's and Borrower's expectations that any such liquidated damages will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144). Therefore, no additional penalty claims, lost profits or other damages shall be claimed in excess of agreed liquidated damage amounts under this Note. Â 21. Severability. If any part of this Note is construed to be in violation of any law, such part shall be modified to achieve the objective of Borrower and Lender to the fullest extent permitted by law and the balance of this Note shall remain in full force and effect. Â [Remainder of page intentionally left blank; signature page follows] Â 7 Â

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the Effective Date. Â Â

BORROWER: Â Â Â Taoping Inc. Â Â Â By: /s/ Jianghuai Lin Â Â Jianghuai Lin, CEO Â Â ACKNOWLEDGED, ACCEPTED AND AGREED: Â Â Â LENDER: Â Â Â Streeterville Capital, LLC Â Â Â By: Â /s/ John M. Fife Â Â John M. Fife, President Â Â [Signature Page to Convertible Promissory Note] Â Â Â Â ATTACHMENT 1

DEFINITIONS Â For purposes of this Note, the following terms shall have the following meanings: Â A1. "Closing Bid Price" and "Closing Trade Price" means the last closing bid price and last closing trade price, respectively, for the Ordinary Shares on its principal market, as reported by Bloomberg, or, if its principal market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of the Ordinary Shares prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if its principal market is not the principal securities exchange or trading market for the Ordinary Shares, the last closing bid price or last trade price, respectively, of the Ordinary Shares on the principal securities exchange or trading market where the Ordinary Shares is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of the Ordinary Shares in the over-the-counter market on the electronic bulletin board for the Ordinary Shares as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for the Ordinary Shares by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for the Ordinary Shares as reported by Nasdaq and any successor thereto. If the Closing Bid Price or the Closing Trade Price cannot be calculated for the Ordinary Shares on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Trade Price (as the case may be) of the Ordinary Shares on such date shall be the fair market value as mutually determined by Lender and Borrower. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period. Â A2. "Conversion" means a Lender Conversion under Section 3 or a Redemption Conversion under Section 8. Â A3. "Conversion Share Value" means the product of the number of Conversion Shares deliverable pursuant to any Conversion Notice multiplied by the Closing Trade Price of the Ordinary Shares on the Delivery Date for such Conversion. Â A4. "DTC" means the Depository Trust Company or any successor thereto. Â A5. "DTC/FAST Program" means the DTC's Fast Automated Securities Transfer program. Â A6. "DWAC" means the DTC's Deposit/Withdrawal at Custodian system. Â A7. "DWAC Eligible" means that (a) Borrower's Ordinary Shares is eligible at DTC for full services pursuant to DTC's operational arrangements, including without limitation transfer through DTC's DWAC system; (b) Borrower has been approved (without revocation) by DTC's underwriting department; (c) Borrower's transfer agent is approved as an agent in the DTC/FAST Program; (d) the Conversion Shares are otherwise eligible for delivery via DWAC; and (e) Borrower's transfer agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC. Â A8. "Equity Conditions Failure" means that any of the following conditions has not been satisfied on any given Redemption Date: (a) with respect to the applicable date of determination all of the Redemption Conversion Shares would be freely tradable pursuant to an effective registration statement, under Rule 144 (except for the limitations under Rule 144 that Lender may be subject to due to its "affiliate" status) or without the need for registration under any applicable federal or state securities laws (in each case, disregarding any limitation on conversion of this Note); (b) the applicable Redemption Conversion Shares would be eligible for immediate resale by Lender; (c) no Trigger Event shall have occurred; and (d) the Market Price is greater than or equal to \$0.25. Â A9. "Floor Price" means \$0.10. Â Attachment 1 to Convertible Promissory Note, Page 1 Â Â Â Â A10. "Fundamental Transaction" means that (a) (i) Borrower shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not Borrower or any of its subsidiaries is the surviving corporation) any other person or entity (excluding any such transactions for the purpose of change of Borrower's incorporation jurisdiction), or (ii) Borrower shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its consolidated properties or assets to any other person or entity, or (iii) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), or (iv) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without

limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), or (v) Borrower shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Ordinary Shares, other than an increase in the number of authorized shares of Borrower's Ordinary Shares or a share split or combination as provided in Section 7.1, or (b) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall, after the Purchase Price Date, become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of Borrower. A 11. "Intraday Trade Price" means any trade price of the Ordinary Shares on Borrower's principal market during any given Measurement Period. A 12. "Major Trigger Event" means any Trigger Event occurring under Sections 4.1(b) " 4.1(j). A 13. "Mandatory Default Amount" means the Outstanding Balance following the application of the Trigger Effect. A 14. "Market Capitalization" means a number equal to (a) the average VWAP of the Ordinary Shares for the immediately preceding fifteen (15) Trading Days, multiplied by (b) the aggregate number of outstanding Ordinary Shares as reported on Borrower's most recently filed Form 20-F. A 15. "Market Price" means 80% multiplied by the lowest daily VWAP during the ten (10) Trading Days preceding the applicable measurement date. A 16. "Maximum Monthly Redemption Amount" means \$300,000.00 per calendar month. A 17. "Measurement Period" means the period beginning with post-market trading of Borrower's Ordinary Shares on a given Trading Day and ending with the close of regular trading of the Ordinary Shares on the following Trading Day. For the avoidance of doubt, the Nasdaq Minimum Price on a given Trading Day would be in a different Measurement Period than after-market trading on the same Trading Day. A 18. "Minor Trigger Event" means any Trigger Event that is not a Major Trigger Event. A 19. "Nasdaq Minimum Price" means Nasdaq Minimum Price as defined in Nasdaq Listing Rule 5635(d). A 20. "OID" means an original issue discount. A 21. "Other Agreements" means, collectively, (a) all existing and future agreements and instruments between, among or by Borrower (or an affiliate), on the one hand, and Lender (or an affiliate), on the other hand, and (b) any financing agreement or a material agreement that affects Borrower's ongoing business operations. A 22. "Outstanding Balance" means as of any date of determination, the Purchase Price, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, Conversion, offset, or otherwise, plus the OID, accrued but unpaid interest, collection and enforcements costs (including attorneys' fees) incurred by Lender, transfer, stamp, issuance and similar taxes and fees related to Conversions, and any other fees or charges (including without limitation Conversion Delay Late Fees) incurred under this Note. A 23. "Purchase Price Date" means the date the Purchase Price is delivered by Lender to Borrower. A 24. "Trading Day" means any day on which Borrower's principal market is open for trading. A 25. "Trigger Effect" means multiplying the Outstanding Balance as of the date the applicable Trigger Event occurred by (a) fifteen percent (15%) for each occurrence of any Major Trigger Event, or (b) five percent (5%) for each occurrence of any Minor Trigger Event, and then adding the resulting product to the Outstanding Balance as of the date the applicable Trigger Event occurred, with the sum of the foregoing then becoming the Outstanding Balance under this Note as of the date the applicable Trigger Event occurred; provided that the Trigger Effect may only be applied three (3) times hereunder with respect to Major Trigger Events and three (3) times hereunder with respect to Minor Trigger Events; and provided further that the Trigger Effect shall not apply to any Trigger Event pursuant to Section 4.1(a) hereof. Notwithstanding the foregoing, the maximum aggregated application of the Trigger Effect will not exceed twenty-five percent (25%). A 26. "VWAP" means the volume weighted average price of the Ordinary Shares on the principal market for a particular Trading Day or set of Trading Days, as the case may be, as reported by Bloomberg. A [Remainder of page intentionally left blank] Attachment 1 to Convertible Promissory Note, Page 2 EXHIBIT A Streeterville Capital, LLC 297 Auto Mall Drive #4 St. George, Utah 84770 Taoping Inc. Date: _____ Attn: Jianghuai Lin 21st Floor, Everbright Bank Building Zhuzilin, Futian District Shenzhen, Guangdong 518040 People's Republic of China LENDER CONVERSION NOTICE The above-captioned Lender hereby gives notice to Taoping Inc., a British Virgin Islands company (the "Borrower"), pursuant to that certain Convertible Promissory Note made by Borrower in favor of Lender on January 13, 2025 (the "Note"), that Lender elects to convert the portion of the Note balance set forth below into fully paid and non-assessable Ordinary Shares of Borrower as of the date of conversion specified below (i.e. the date on which this Lender Conversion Notice is delivered). Said conversion shall be based on the Lender Conversion Price set forth below. In the event of a conflict between this Lender Conversion Notice and the Note, the Note shall govern, or, in the alternative, at the election of Lender in its sole discretion, Lender may provide a new form of Lender Conversion Notice to conform to the Note. Capitalized terms used in this notice without definition shall have the meanings given to them in the Note. A. Date of Conversion: _____ B. Lender Conversion #: _____ C. Conversion Amount: _____ D. Lender Conversion Price: _____ E. Lender Conversion Shares: _____ (C divided by D) F. Remaining Outstanding Balance of Note: _____ * * Subject to adjustments for corrections, defaults, interest and other adjustments permitted by the Transaction Documents (as defined in the Purchase Agreement), the terms of which shall control in the event of any dispute between the terms of this Lender Conversion Notice and such Transaction Documents. A Please transfer the Lender Conversion Shares electronically (via DWAC) to the following account: A Broker: _____ A Address: _____ A _____ DTC#: _____ A A _____ Account #: _____ A A _____ Account Name: _____ A A A A To the extent the Lender Conversion Shares are not able to be delivered to Lender electronically via the DWAC system, deliver all such certificated shares to Lender via reputable overnight courier after receipt of this Lender Conversion Notice (by facsimile transmission or otherwise) to:

A [Signature Page Follows] A Exhibit A to Convertible Promissory Note, Page 1 A A Sincerely, A Lender: A Streeterville Capital, LLC A A A By: A A John M. Fife, President A A Exhibit A to Convertible Promissory Note, Page 2 A A A EXHIBIT B A Streeterville Capital, LLC 297 Auto Mall Drive #4 St. George, Utah 84770 A Taoping Inc. Date: _____ Attn: Jianghuai Lin 21st Floor, Everbright Bank Building Zhuzilin, Futian District Shenzhen, Guangdong 518040 People's Republic of China A REDEMPTION NOTICE The above-captioned Lender hereby gives notice to Taoping Inc., a British Virgin Islands company (the "Borrower"), pursuant to that certain Convertible Promissory Note made by Borrower in favor of Lender on January 13, 2025 (the

“Note”), that Lender elects to redeem a portion of the Note in Redemption Conversion Shares or in cash as set forth below. In the event of a conflict between this Redemption Notice and the Note, the Note shall govern, or, in the alternative, at the election of Lender in its sole discretion, Lender may provide a new form of Redemption Notice to conform to the Note. Capitalized terms used in this notice without definition shall have the meanings given to them in the Note. A REDEMPTION INFORMATION A A. Redemption Date: _____, 202__ B. Redemption Amount: _____ C. Portion of Redemption Amount to be Paid in Cash: _____ D. Portion of Redemption Amount to be Converted into Ordinary Shares: _____ (B minus C) E. Redemption Conversion Price: _____ (lower of (i) Lender Conversion Price in effect and (ii) Market Price as of Redemption Date) F. Redemption Conversion Shares: _____ (D divided by E) G. Remaining Outstanding Balance of Note: _____ * A * Subject to adjustments for corrections, defaults, interest and other adjustments permitted by the Transaction Documents (as defined in the Purchase Agreement), the terms of which shall control in the event of any dispute between the terms of this Redemption Notice and such Transaction Documents. A Please transfer the Redemption Conversion Shares, if applicable, electronically (via DWAC) to the following account: A Broker: A _____ A Address: A _____ A DTC#: A _____ A A A _____ Account #: A _____ A A A _____ Account Name: A _____ A A A A To the extent the Redemption Conversion Shares are not able to be delivered to Lender electronically via the DWAC system, deliver all such certificated shares to Lender via reputable overnight courier after receipt of this Redemption Notice (by facsimile transmission or otherwise) to:

_____ A
Exhibit B to Convertible Promissory Note, Page 1 A A A A Sincerely, A Lender: A Streeterville Capital, LLC A A A
By: A A A John M. Fife, President A Exhibit B to Convertible Promissory Note, Page 2 A A A A EX-5.1 3 ex-5.1.htm
A Exhibit 5.1 A A Our ref EWR/673333-000023/39253198v4 A Taoping Inc. Kingston Chambers PO Box 173 Road
Town Tortola, VG1110 British Virgin Islands A 13 January 2025 A Taoping Inc. A We have acted as counsel as to
British Virgin Islands law to Taoping Inc. (the “Company”) in respect of the proposed offering (the “Offering”)
of up to 3,602,589 ordinary shares with no par value (the “Ordinary Shares”). We have been asked to provide this
legal opinion in connection with the Company’s registration statement on Form F-3 (File No. 333-262181), including
all amendments or supplements thereto, including the Prospectus dated 1 July 2022, as supplemented by the
Prospectus Supplements dated 10 January 2025 filed with the United States Securities and Exchange Commission (the
“Commission”) under the United States Securities Act of 1933, as amended (the “SEC Act”) (including its
exhibits, the “Registration Statement”). A This opinion letter is given in accordance with the terms of the Legal
Matters section of the Registration Statement. A 1 Documents Reviewed A We have reviewed originals, copies, drafts
or conformed copies of the following documents: A 1.1 The public records of the Company on file and available for
public inspection at the Registry of Corporate Affairs in the British Virgin Islands (the “Registry of Corporate
Affairs”) on 10 January 2025, including the Company’s Certificate of Incorporation and the memorandum and
articles of association registered on 23 December 2020 (the “Memorandum and Articles”). A A 1.2 A list of the
Company’s directors provided by the Registry of Corporate Affairs dated 10 January 2025 (the “Registry List of
Directors”). A A 1.3 The records of proceedings available from a search of the electronic records maintained on the
Judicial Enforcement Management System and the E-Litigation Portal from 1 January 2000 and available for inspection
on 10 January 2025 at the British Virgin Islands High Court Registry (the “High Court Registry”). A A A A 1.4
The written resolutions of the board of directors of the Company dated 10 January 2025 (the “Resolutions”). A A
1.5 A Certificate of Incumbency dated 10 January 2025, issued by Maples Corporate Services (BVI) Limited, the
Company’s registered agent (the “Registered Agent’s Certificate”). A A 1.6 A certificate of good standing
with respect to the Company issued by the Registrar of Corporate Affairs dated 10 January 2025 (the “Certificate of
Good Standing”). A A 1.7 A certificate from a director of the Company a copy of which is attached to this opinion (the
“Director’s Certificate”). A A 1.8 The Registration Statement. A A 1.9 A draft securities purchase agreement
to be entered into between the Company and Streeterville Capital LLC. A A 1.10 A draft of the \$1,311,000 principal
amount convertible note to be entered into by the Company and Streeterville Capital LLC. A The documents listed in
paragraphs 1.8 to 1.10 inclusive above shall be referred to collectively herein as the “Documents”. A 2
Assumptions A The following opinions are given only as to, and based on, circumstances and matters of fact existing
and known to us on the date of this opinion letter. These opinions only relate to the laws of the British Virgin Islands
which are in force on the date of this opinion letter. In giving the following opinions we have relied (without further
verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Registry List of Directors,
the Registered Agent’s Certificate, the Director’s Certificate and the Certificate of Good Standing. We have also
relied upon the following assumptions, which we have not independently verified: A 2.1 The Documents have been or
will be authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance
with all relevant laws (other than, with respect to the Company, the laws of the British Virgin Islands). A A 2.2 The
Documents are, or will be, legal, valid, binding and enforceable against all relevant parties in accordance with their
terms under the laws of the State of Utah (the “Relevant Law”) and all other relevant laws (other than, with
respect to the Company, the laws of the British Virgin Islands). A A 2.3 The choice of the Relevant Law as the
governing law of the Documents has been made in good faith and would be regarded as a valid and binding selection
which will be upheld by the courts of the State of Utah and any other relevant jurisdiction (other than the British Virgin
Islands) as a matter of the Relevant Law and all other relevant laws (other than the laws of the British Virgin Islands).
A A 2.4 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of,
or in the final forms of, the originals. A A 2.5 All signatures, initials and seals are genuine. A 2 A A 2.6 The capacity,
power, authority and legal right of all parties under all relevant laws and regulations (other than, with respect to the
Company, the laws and regulations of the British Virgin Islands) to enter into, execute, unconditionally deliver and
perform their respective obligations under the Documents. A A 2.7 That all public records of the Company which we
have examined are accurate and that the information disclosed by the searches which we conducted against the
Company at the Registry of Corporate Affairs and the High Court Registry is true and complete and that such
information has not since then been altered and that such searches did not fail to disclose any such information which
had been delivered for registration but did not appear on the public records at the date of our searches. A A 2.8 No
invitation has been or will be made by or on behalf of the Company to the public in the British Virgin Islands to
subscribe for any of the Ordinary Shares. A A 2.9 There is no contractual or other prohibition or restriction (other than
as arising under British Virgin Islands law) binding on the Company prohibiting or restricting it from entering into and

performing its obligations under the Documents and the Registration Statement. 2.10 No monies paid to or for the account of any party under the Documents or any property received or disposed of by any party to the Documents in each case in connection with the Documents or the consummation of the transactions contemplated thereby represent or will represent proceeds of criminal conduct or criminal property or terrorist property (as defined in the Proceeds of Criminal Conduct Act (As Revised)). 2.11 There is nothing contained in the minute book or corporate records of the Company (which we have not inspected) which would or might affect the opinions set out below. 2.12 There is nothing under any law (other than the laws of the British Virgin Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law. 2.13 The Company will have sufficient authorised and unissued shares under the Memorandum and Articles at the time any Ordinary Shares were or are issued. 2.14 The Company will receive or has received, cash consideration or non-cash consideration in consideration for the issue of the Ordinary Shares and none of the Ordinary Shares were, or will be, issued for less than par value. Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion letter.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Company is a company limited by shares incorporated with limited liability under the BVI Business Companies Act (As Revised) (the "Act"), is in good standing at the Registry of Corporate Affairs and is validly existing under the laws of the British Virgin Islands.

3.2 The Ordinary Shares to be offered and issued by the Company as contemplated by the Registration Statement have been duly authorised for issue, and when issued by the Company against payment in full of the consideration as set out in the Registration Statement and in accordance with the terms set out in the Registration Statement, such Ordinary Shares will be validly issued, fully paid and non-assessable. As a matter of British Virgin Islands law, a share is only issued when it has been entered in the register of members.

3.3 Qualifications

The opinions expressed above are subject to the following qualifications:

4.1 The obligations assumed by the Company under the Documents will not necessarily be enforceable in all circumstances in accordance with their terms. In particular:

(a) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to or affecting the rights of creditors;

(b) enforcement may be limited by general principles of equity. For example, equitable remedies such as specific performance may not be available, inter alia, where damages are considered to be an adequate remedy;

(c) where obligations are to be performed in a jurisdiction outside the British Virgin Islands, they may not be enforceable in the British Virgin Islands to the extent that performance would be illegal under the laws of that jurisdiction; and

(d) some claims may become barred under relevant statutes of limitation or may be or become subject to defences of set off, counterclaim, estoppel and similar defences.

4.2 To maintain the Company in good standing with the Registrar of Corporate Affairs under the laws of the British Virgin Islands, annual filing fees must be paid and returns made to the Registrar of Corporate Affairs within the time frame prescribed by law.

4.3 Under British Virgin Islands law, the register of members is prima facie evidence of title to shares and this register would not record a third party interest in such shares. However, there are certain limited circumstances where an application may be made to a British Virgin Islands court for a determination on whether the register of members reflects the correct legal position. Further, the British Virgin Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. For the purposes of the opinion given in paragraph 3.2, there are no circumstances or matters of fact known to us on the date of this opinion letter which would properly form the basis for an application for an order for rectification of the register of members of the Company, but if such an application were made in respect of the Ordinary Shares, then the validity of such shares may be subject to re-examination by a British Virgin Islands court.

4.4 In this opinion letter, the phrase "non-assessable" means, with respect to the issuance of shares, that a shareholder shall not, in respect of the relevant shares and in the absence of a contractual arrangement, or an obligation pursuant to the memorandum and articles of association, to the contrary, have any obligation to make further contributions to the Company's assets (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

4.5 The search of records of proceedings available at the High Court Registry would not reveal any proceeding which has been placed under seal or anonymised (whether by order of the Court or pursuant to the practice of the High Court Registry).

4.6 We hereby consent to the filing of this opinion letter as an exhibit to the Company's report filing on Form 6-K with the Commission, which will be incorporated by reference into and deemed part of the Registration Statement and to the references to our firm under the headings "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under section 7 of the Act or the Rules and Regulations of the Commission thereunder. We express no view as to the commercial terms of the Documents or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations that may be made by the Company. The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Documents and express no opinion or observation upon the terms of any such document.

This opinion letter is addressed to you and may be relied upon by you, your counsel and purchasers of Shares pursuant to the Registration Statement. This opinion letter is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

/s/ Maples and Calder

5 Appendix A

Director's Certificate

To: Maples and Calder

5th Floor, Ritter House

PO Box 173

Road Town

Tortola

British Virgin Islands

13 January 2025

Taoping Inc. (the "Company")

I, the undersigned, being a director of the Company, am aware that you are being asked to provide an opinion letter (the "Opinion") in relation to certain aspects of British Virgin Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

1 The Memorandum and Articles remain in full force and effect and are unamended.

2 The director resolutions dated 10 January 2025 (the "Resolutions") were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company). The Resolutions have not been amended, varied or revoked in any respect and the directors of the Company have not restricted or limited the powers of any future directors of the Company in any way.

3 Immediately prior to the issue of the Ordinary Shares, the Company had or will have sufficient authorised but unissued shares in order for Ordinary Shares to be issued as contemplated by the Registration Statement.

4 All shares of the Company in issue immediately prior to the offering of Ordinary Shares

have been duly authorised and are validly issued as fully paid and non-assessable. 5 The members of the Company (the "Members") have not restricted or limited the powers of the directors of the Company in any way. 6 The directors of the Company at the date of the Resolutions and at the date of this certificate were and are as follows: Jianghuai Lin, Zhiqiang Zhao, Ping Cai, Remington C.H. Hu and Yong Jiang. 7 The minute book and corporate records of the Company as maintained at its registered office in the British Virgin Islands and on which the Registered Agent's Certificate were prepared are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the members and directors (or any committee thereof) (duly convened in accordance with the Memorandum and Articles) and all resolutions passed at the meetings, or passed by written resolution or consent, as the case may be. 8 The Company has not created any charges over any of its property or assets. 9 Prior to, at the time of, and immediately following the approval of the transactions contemplated by the Registration Statement, the Company was, or will be, able to pay its debts as they fell, or fall, due and the transactions to which the Registration Statement relate will not cause the Company to become unable to pay its debts as they fall due. The Company has entered, or will enter, into the transactions contemplated by the Registration Statement for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor and the transactions contemplated thereby do not and will not give any creditor an unfair preference. 10 Neither the Company nor any of its subsidiaries (if any) has an interest in any land in the British Virgin Islands. 11 Each director of the Company considers the transactions contemplated by the Registration Statement to be of commercial benefit to the Company and has acted in good faith in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions which are the subject of the Opinion. 12 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of legal, arbitral, administrative or other proceedings in any jurisdiction. Nor have the Directors and/or the Members taken any steps to have the Company struck off or placed in liquidation, nor have any steps been taken to wind up the Company. Nor has any receiver been appointed over any of the Company's property or assets. 13 The Company has at no time had employees. 14 To the best of my knowledge and belief, having made due inquiry, there are no circumstances or matters of fact existing which may properly form the basis for an application for an order for rectification of the register of members of the Company. 15 The Registration Statement has been, or will be, authorised and duly executed and delivered by or on behalf of all relevant parties in accordance with all relevant laws. 16 No invitation has been made or will be made by or on behalf of the Company to the public in the British Virgin Islands to subscribe for any of the Ordinary Shares. 17 The Ordinary Shares to be issued pursuant to the Registration Statement have been, or will be, duly registered, and will continue to be registered, in the Company's register of members. 18 The Company is not a central bank, monetary authority or other sovereign entity of any state and is not a subsidiary, direct or indirect, of any sovereign entity or state. 19 There is no contractual or other prohibition or restriction (other than as arising under British Virgin Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Documents. [Signature page follows] 2 I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary. Signature: /s/ Jianghuai Lin Name: Jianghuai Lin Title: Director 3 EX-10.1 4 ex10-1.htm Exhibit 10.1 Securities Purchase Agreement This Securities Purchase Agreement (this "Agreement"), dated as of January 13, 2025, is entered into by and between Taoping Inc., a British Virgin Islands business company ("Company"), and Streeterville Capital, LLC, a Utah limited liability company, its successors and/or assigns ("Investor"). A. Company and Investor are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the Securities Act of 1933, as amended (the "1933 Act"), and the rules and regulations promulgated thereunder by the United States Securities and Exchange Commission (the "SEC"). B. Investor desires to purchase and Company desires to issue and sell, upon the terms and conditions set forth in this Agreement a Convertible Promissory Note, in the form attached hereto as Exhibit A, in the original principal amount of \$1,311,000.00 (the "Note"), convertible into ordinary shares, no par value per share, of Company (the "Ordinary Shares"), upon the terms and subject to the limitations and conditions set forth in such Note. C. This Agreement, the Note, and all other certificates, documents, agreements, resolutions and instruments delivered to any party under or in connection with this Agreement, as the same may be amended from time to time, are collectively referred to herein as the "Transaction Documents". D. For purposes of this Agreement: "Conversion Shares" means all Ordinary Shares issuable upon conversion of all or any portion of the Note; and "Securities" means the Note and the Conversion Shares. NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Investor hereby agree as follows: 1. Purchase and Sale of Securities. 1.1. Purchase of Securities. Company shall issue and sell to Investor and Investor shall purchase from Company the Note. In consideration thereof, Investor shall pay the Purchase Price (as defined below) to Company. 1.2. Form of Payment. On the Closing Date (as defined below), Investor shall pay the Purchase Price to Company via wire transfer of immediately available funds. 1.3. Closing Date. Subject to the satisfaction (or written waiver) of the conditions set forth in Section 5 and Section 6 below, the date of the issuance and sale of the Note pursuant to this Agreement (the "Closing Date") shall be January 13, 2025, or another mutually agreed upon date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date by means of the exchange by email of signed .pdf documents, but shall be deemed for all purposes to have occurred at the offices of Hansen Black Anderson Ashcraft PLLC in Lehi, Utah. 1.4. Collateral for the Note. The Note shall be unsecured. 1.5. Original Issue Discount; Transaction Expense Amount. The Note carries an original issue discount of \$96,000.00 (the "OID"). In addition, Company agrees to pay \$15,000.00 to Investor to cover Investor's legal fees, accounting costs, due diligence, monitoring and other transaction costs incurred in connection with the purchase and sale of the Securities (the "Transaction Expense Amount"). The "Purchase Price", therefore, shall be \$1,200,000.00, computed as follows: \$1,311,000.00 initial principal balance, less the OID, less the Transaction Expense Amount. 1 A 2. Investor's Representations and Warranties. Investor represents and warrants to Company that as of the Closing Date: (i) this Agreement has been duly and validly authorized by Investor; (ii) this Agreement constitutes a valid and binding agreement of Investor enforceable in accordance with its terms; and (iii) Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the 1933 Act. 3. Company's Representations and Warranties. Company represents and warrants to Investor that as of the Closing Date: (i) Company is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power to own its properties and to carry on its business as now being conducted; (ii) Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of

the business conducted or property owned by it makes such qualification necessary; (iii) Company has registered its Ordinary Shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and is obligated to file reports pursuant to Section 13 or Section 15(d) of the 1934 Act; (iv) each of the Transaction Documents and the transactions contemplated hereby and thereby, have been duly and validly authorized by Company and all necessary actions have been taken; (v) this Agreement, the Note, and the other Transaction Documents have been duly executed and delivered by Company and constitute the valid and binding obligations of Company enforceable in accordance with their terms; (vi) the execution and delivery of the Transaction Documents by Company, the issuance of Securities in accordance with the terms hereof, and the consummation by Company of the other transactions contemplated by the Transaction Documents do not and will not conflict with or result in a breach by Company of any of the terms or provisions of, or constitute a default under (a) Company's memorandum and articles of association, each as currently in effect, (b) any indenture, mortgage, deed of trust, or other material agreement or instrument to which Company is a party or by which it or any of its properties or assets are bound, including, without limitation, any listing agreement for the Ordinary Shares, or (c) any existing applicable law, rule, or regulation or any applicable decree, judgment, or order of any court, United States federal, state or foreign regulatory body, administrative agency, or other governmental body having jurisdiction over Company or any of Company's properties or assets, except, in the case of subsections (b) and (c) above, for such conflict, breach or default which (individually or in the aggregate) would not reasonably be expected to have a material adverse effect on the Company; (vii) except as have been obtained prior to the Closing, no further authorization, approval or consent of any court, governmental body, regulatory agency, self-regulatory organization, or stock exchange or market or the stockholders or any lender of Company is required to be obtained by Company for the issuance of the Securities to Investor or the entering into of the Transaction Documents; (viii) none of Company's filings with the SEC contained, at the time they were filed, any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (ix) Company has filed all reports, schedules, forms, statements and other documents required to be filed by Company with the SEC under the 1934 Act on a timely basis or has received a valid extension of such time of filing and has filed any such report, schedule, form, statement or other document prior to the expiration of any such extension; (x) there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or, to the knowledge of Company, threatened against or affecting Company before or by any governmental authority or non-governmental department, commission, board, bureau, agency or instrumentality or any other person, wherein an unfavorable decision, ruling or finding would have a material adverse effect on Company or which would adversely affect the validity or enforceability of, or the authority or ability of Company to perform its obligations under, any of the Transaction Documents; (xi) Company has not consummated any material financing transaction that has not been disclosed in a periodic filing or current report with the SEC under the 1934 Act; (xii) Company is not, nor has it been at any time in the previous twelve (12) months, a "Shell Company," as such type of "issuer" is described in Rule 144(i)(1) under the 1933 Act; (xiii) with respect to any commissions, placement agent or finder's fees or similar payments that will or would become due and owing by Company to any person or entity as a result of this Agreement or the transactions contemplated hereby ("Broker Fees"), any such Broker Fees will be made in full compliance with all applicable laws and regulations and only to a person or entity that is a registered investment adviser or registered broker-dealer; (xiv) Investor shall have no obligation with respect to any Broker Fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this subsection that may be due in connection with the transactions contemplated hereby and Company shall indemnify and hold harmless each of Investor, Investor's employees, officers, directors, stockholders, members, managers, agents, and partners, and their respective affiliates, from and against all claims, losses, damages, costs (including the costs of preparation and attorneys' fees) and expenses suffered in respect of any such claimed Broker Fees; (xv) neither Investor nor any of its officers, directors, stockholders, members, managers, employees, agents or representatives has made any representations or warranties to Company or any of its officers, directors, employees, agents or representatives except as expressly set forth in the Transaction Documents and, in making its decision to enter into the transactions contemplated by the Transaction Documents, Company is not relying on any representation, warranty, covenant or promise of Investor or its officers, directors, members, managers, employees, agents or representatives other than as set forth in the Transaction Documents; (xvi) Company acknowledges that the State of Utah has a reasonable relationship and sufficient contacts to the transactions contemplated by the Transaction Documents and any dispute that may arise related thereto such that the laws and venue of the State of Utah, as set forth more specifically in Section 11.2 below, shall be applicable to the Transaction Documents and the transactions contemplated therein; (xvii) Company has notified Nasdaq of its intention to be subject to the home country practice of the British Virgin Islands, has made all applicable filings with the SEC with respect to relying on home country practice and thus Nasdaq Listing Rule 5635(d) does not apply to Company; (xviii) Company acknowledges that Investor is not registered as a "dealer" under the 1934 Act; and (xix) Company has performed due diligence and background research on Investor and its affiliates and has received and reviewed the due diligence packet provided by Investor. Company, being aware of the matters and legal issues described in subsections (xviii) and (xix) above, acknowledges and agrees that such matters, or any similar matters, have no bearing on the transactions contemplated by the Transaction Documents and covenants and agrees it will not use any such information or legal theory as a defense to performance of its obligations under the Transaction Documents or in any attempt to avoid, modify, reduce, rescind or void such obligations.

2 4. Company Covenants. Until all of Company's obligations under all of the Transaction Documents are paid and performed in full, or within the timeframes otherwise specifically set forth below, Company will at all times comply with the following covenants: (i) so long as Investor beneficially owns any of the Securities and for at least twenty (20) Trading Days (as defined in the Note) thereafter, Company will timely file on the applicable deadline all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the 1934 Act, and will take all reasonable action under its control to ensure that adequate current public information with respect to Company, as required in accordance with Rule 144 of the 1933 Act, is publicly available, and will not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would permit such termination; (ii) when issued, the Conversion Shares will be duly authorized, validly issued, fully paid for and non-assessable, free and clear of all liens, claims, charges and encumbrances; (iii) the Ordinary Shares shall be listed or quoted for trading on NYSE or Nasdaq; (iv) trading in Company's Ordinary Shares will not be suspended, halted, chilled, frozen, reach zero bid or otherwise cease trading on Company's principal trading market; (v) at such time as Company has issued a total of \$10,000,000.00 in Restricted Issuances (as defined below) following the Closing Date

until the date that is five (5) Trading Days from the date that the Note is paid in full, Company will not make any further Restricted Issuances without Investor's prior written consent, which consent may be granted or withheld in Investor's sole and absolute discretion; and (vi) Company shall not enter into any agreement or otherwise agree to any covenant, condition, or obligation that locks up, restricts in any way or otherwise prohibits Company: (a) from entering into a variable rate transaction with Investor or any affiliate of Investor, or (b) from issuing Ordinary Shares, preferred stock, warrants, convertible notes, other debt securities, or any other Company securities to Investor or any affiliate of Investor. For purposes hereof, the term "Restricted Issuance" means the issuance, incurrence or guaranty of any debt obligations (other than trade payables in the ordinary course of business or any commercial loans borrowed from a bank or similar financing institution in China), or the issuance of any securities that (1) have or may have conversion rights of any kind, contingent, conditional or otherwise, in which the number of shares that may be issued pursuant to such conversion right varies with the market price of the Ordinary Shares, (2) are or may become convertible into Ordinary Shares (including without limitation convertible debt, warrants or convertible preferred shares), with a conversion price that varies with the market price of the Ordinary Shares, even if such security only becomes convertible following an event of default, the passage of time, or another trigger event or condition; or (3) have a fixed conversion price, exercise price or exchange price that is subject to being reset at some future date at any time after the initial issuance of such debt or equity security (A) due to a change in the market price of Company's Ordinary Shares since the date of the initial issuance or (B) upon the occurrence of specified or contingent events directly or indirectly related to the business of Company (including, without limitation, any "full ratchet" or "weighted average" anti-dilution provisions, but not including any standard anti-dilution protection for any reorganization, recapitalization, non-cash dividend, stock split or other similar transaction). For the avoidance of doubt, the issuance of Ordinary Shares under, pursuant to, in exchange for or in connection with any contract or instrument, whether convertible or not, is deemed a Restricted Issuance for purposes hereof if the number of Ordinary Shares to be issued is based upon or related in any way to the market price of the Ordinary Shares, including, but not limited to, Ordinary Shares issued in connection with a Section 3(a)(9) exchange, a Section 3(a)(10) settlement, or any other similar settlement or exchange. For the further avoidance of doubt, Ordinary Shares issued pursuant to any of the following will not be considered Restricted Issuances: (i) ATM facilities; (ii) primary offerings (equity or debt) without variable price mechanics; (iii) Company's equity line of credit currently in place; and (iv) except for the standard anti-dilution protection referenced in the definition of the term "Restricted Issuance" above, warrants that have no provisions that will increase the number of Ordinary Shares issuable upon exercise of such warrant relative to the number of shares holder was entitled to receive upon exercise of the warrant immediately prior to the adjustment.

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5. Conditions to Company's Obligation to Sell. The obligation of Company hereunder to issue and sell the Securities to Investor at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

5.1. Investor shall have executed this Agreement and delivered the same to Company.

5.2. Investor shall have delivered the Purchase Price to Company in accordance with Section 1.2 above.

6. Conditions to Investor's Obligation to Purchase. The obligation of Investor hereunder to purchase the Securities at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided that these conditions are for Investor's sole benefit and may be waived by Investor at any time in its sole discretion:

6.1. Company shall have executed this Agreement and the Note and delivered the same to Investor.

6.2. Company shall have delivered to Investor a fully executed Irrevocable Letter of Instructions to Transfer Agent (the "TA Letter") substantially in the form attached hereto as Exhibit B acknowledged and agreed to in writing by Company's transfer agent (the "Transfer Agent").

6.3. Company shall have delivered to Investor a fully executed Officer's Certificate substantially in the form attached hereto as Exhibit C evidencing Company's approval of the Transaction Documents.

6.4. Company shall have delivered to Investor a fully executed Share Issuance Resolution substantially in the form attached hereto as Exhibit D to be delivered to the Transfer Agent.

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6.5. Company shall have filed a Form 424B prospectus supplement to its registration statement on Form F-3 (333-262181) that is reasonably acceptable to Investor for the registration of all Conversion Shares that may be issuable pursuant to any conversion by Investor under the Note, subject to restrictions in General Instruction I.B.5 of Form F-3, and delivered to Investor any legal opinions deemed necessary by Investor to trade the Conversion Shares under such 424B prospectus.

7. Reservation of Shares. On the date hereof, Company will reserve 11,250,000 Ordinary Shares from its authorized and unissued Ordinary Shares to provide for all issuances of Ordinary Shares under the Note (the "Share Reserve"). Company further agrees to add additional Ordinary Shares to the Share Reserve in increments of 100,000 shares as and when requested by Investor if as of the date of any such request the number of shares being held in the Share Reserve is less than three (3) times the number of Ordinary Shares obtained by dividing the Outstanding Balance (as defined in the Note) as of the date of the request by the Redemption Conversion Price (as defined in the Note). Company shall further require the Transfer Agent to hold the Ordinary Shares reserved pursuant to the Share Reserve exclusively for the benefit of Investor and to issue such shares to Investor promptly upon Investor's delivery of a Redemption Notice under the Note. Finally, Company shall require the Transfer Agent to issue Ordinary Shares pursuant to the Note to Investor out of its authorized and unissued shares, and not the Share Reserve, to the extent Ordinary Shares have been authorized, but not issued, and are not included in the Share Reserve. The Transfer Agent shall only issue shares out of the Share Reserve to the extent there are no other authorized shares available for issuance and then only with Investor's written consent.

8. Participation Right. Beginning on the date that Company has issued at least \$10,000,000.00 in Restricted Issuances following the Closing Date and ending on the date that is five (5) Trading Days after the date that the Note is paid in full (the "Participation Period"), Investor shall have the right to participate at Investor's discretion in up to fifteen percent (15%) of the amount sold in any Restricted Issuance or debt issuance (other than any commercial loans borrowed from a bank or similar financing institution in China) (the "Participation Right") during the Participation Period. Within two (2) Trading Days following the consummation of a Restricted Issuance (provided Investor has consented to such Restricted Issuance), Company will provide Investor with written notice of the consummation of such Restricted Issuance, along with copies of the transaction documents. Investor will then have up to five (5) calendar days to elect to purchase up to fifteen percent (15%) of the amount of debt or equity securities issued in such transaction on the same terms and conditions offered to any other purchaser of the same securities. The parties agree that in the event Company breaches its obligations with respect to the Participation Right, Investor's sole and exclusive remedy shall be to receive, as liquidated damages, an amount equal to twenty percent (20%) of the amount Investor would have been entitled to invest under the Participation Right. For the avoidance of doubt, Company's breach of its obligations with respect to the Participation Right will not be considered a Trigger Event (as defined in the Note) under the Note. For the further avoidance of doubt, the Participation Right will not

include direct offerings of Ordinary Shares and/or warrants (registered or unregistered) not at a variable price. 5 9. Most Favored Nation. So long as the Note is outstanding, upon any issuance by Company of any security with any economic term or condition more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to Investor in the Transaction Documents, then Company shall notify Investor of such additional or more favorable economic term and such term, at Investor's option, shall become a part of the Transaction Documents for the benefit of Investor. Additionally, if Company fails to notify Investor of any such additional or more favorable term, but Investor becomes aware that Company has granted such a term to any third party, Investor may notify Company of such additional or more favorable term and such term shall become a part of the Transaction Documents retroactive to the date on which such term was granted to the applicable third party. The types of economic terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, conversion lookback periods, interest rates, original issue discounts, stock sale price, conversion price per share, warrant coverage, warrant exercise price, and anti-dilution/conversion and exercise price resets. For the avoidance of doubt, this Section 9 shall not apply to the up to \$10,000,000.00 in Restricted Issuances following the Closing Date and any issuance of Company securities pursuant to the Company's equity incentive plan, the Company's equity line of credit currently in place or in connection with any bona fide strategic or commercial alliances, acquisitions, mergers, licensing arrangements, and strategic partnerships. 10. OFAC; Patriot Act. 10.1. OFAC Certification. Company certifies that (i) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through its Office of Foreign Assets Control (OFAC) or otherwise, as a terrorist, Specially Designated Nation, Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, and (ii) Company is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation. 10.2. Foreign Corrupt Practices. Neither Company, nor any of its subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of Company or any subsidiary has, in the course of his actions for, or on behalf of, Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee. 10.3. Patriot Act. Company shall not (i) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the OFAC) that prohibits or limits Investor from making any advance or extension of credit to Company or from otherwise conducting business with Company, or (ii) fail to provide documentary and other evidence of Company's identity as may be requested by Investor at any time to enable Investor to verify Company's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318. Company shall comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Upon Investor's request from time to time, Company shall certify in writing to Investor that Company's representations, warranties and obligations under this Section 10.3 remain true and correct and have not been breached. Company shall immediately notify Investor in writing if any of such representations, warranties or covenants are no longer true or have been breached or if Company has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Company shall comply with all requirements of law and directives of governmental authorities and, at Investor's request, provide to Investor copies of all notices, reports and other communications exchanged with, or received from, governmental authorities relating to such an event. Company shall also reimburse Investor any expense incurred by Investor in evaluating the effect of such an event on the loan secured hereby, in obtaining any necessary license from governmental authorities as may be necessary for Investor to enforce its rights under the Transaction Documents, and in complying with all requirements of law applicable to Investor as the result of the existence of such an event and for any penalties or fines imposed upon Investor as a result thereof. 6 11. Miscellaneous. The provisions set forth in this Section 11 shall apply to this Agreement, as well as all other Transaction Documents as if these terms were fully set forth therein; provided, however, that in the event there is a conflict between any provision set forth in this Section 11 and any provision in any other Transaction Document, the provision in such other Transaction Document shall govern. 11.1. Arbitration of Claims. The parties shall submit all Claims (as defined in Exhibit E) arising under this Agreement or any other Transaction Document or any other agreement between the parties and their affiliates or any Claim relating to the relationship of the parties to binding arbitration pursuant to the arbitration provisions set forth in Exhibit E attached hereto (the "Arbitration Provisions"). For the avoidance of doubt, the parties agree that the injunction described in Section 11.3 below may be pursued in an arbitration that is separate and apart from any other arbitration regarding all other Claims arising under the Transaction Documents. The parties hereby acknowledge and agree that the Arbitration Provisions are unconditionally binding on the parties hereto and are severable from all other provisions of this Agreement. By executing this Agreement, Company represents, warrants and covenants that Company has reviewed the Arbitration Provisions carefully, consulted with legal counsel about such provisions (or waived its right to do so), understands that the Arbitration Provisions are intended to allow for the expeditious and efficient resolution of any dispute hereunder, agrees to the terms and limitations set forth in the Arbitration Provisions, and that Company will not take a position contrary to the foregoing representations. Company acknowledges and agrees that Investor may rely upon the foregoing representations and covenants of Company regarding the Arbitration Provisions. 11.2. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Each party consents to and expressly agrees that the exclusive venue for arbitration of any dispute arising out of or relating to any Transaction Document or the relationship of the parties or their affiliates shall be in Salt Lake County, Utah. Without modifying the parties' obligations to resolve disputes hereunder pursuant to the Arbitration Provisions, for any litigation arising in connection with any of the Transaction Documents (and notwithstanding the terms (specifically including any governing law and venue terms) of any transfer agent services agreement or other agreement between the Transfer Agent and Company, such litigation specifically includes, without limitation any action between or involving Company and the Transfer Agent under the TA Letter or otherwise related to Investor in any way

(specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Transfer Agent from issuing Ordinary Shares to Investor for any reason)), each party hereto hereby (i) consents to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in Salt Lake County, Utah, (ii) expressly submits to the exclusive venue of any such court for the purposes hereof, (iii) agrees to not bring any such action (specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Transfer Agent from issuing Ordinary Shares to Investor for any reason) outside of any state or federal court sitting in Salt Lake County, Utah, and (iv) waives any claim of improper venue and any claim or objection that such courts are an inconvenient forum or any other claim, defense or objection to the bringing of any such proceeding in such jurisdiction or to any claim that such venue of the suit, action or proceeding is improper. Finally, Company covenants and agrees to name Investor as a party in interest in, and provide written notice to Investor in accordance with Section 11.10 below prior to bringing or filing, any action (including without limitation any filing or action against any person or entity that is not a party to this Agreement, including without limitation the Transfer Agent) that is related in any way to the Transaction Documents or any transaction contemplated herein or therein, including without limitation any action brought by Company to enjoin or prevent the issuance of any Ordinary Shares to Investor by the Transfer Agent, and further agrees to timely name Investor as a party to any such action. Company acknowledges that the governing law and venue provisions set forth in this Section 11.2 are material terms to induce Investor to enter into the Transaction Documents and that but for Company's agreements set forth in this Section 11.2 Investor would not have entered into the Transaction Documents. ¶ 7 ¶ 11.3. Specific Performance. Company acknowledges and agrees that Investor may suffer irreparable harm in the event that Company fails to perform any material provision of this Agreement or any of the other Transaction Documents in accordance with its specific terms. It is accordingly agreed that Investor shall be entitled to one or more injunctions to prevent or cure breaches of the provisions of this Agreement or such other Transaction Document and to enforce specifically the terms and provisions hereof or thereof, this being in addition to any other remedy to which the Investor may be entitled under the Transaction Documents, at law or in equity. Company specifically agrees that: (a) following an Event of Default (as defined in the Note) under the Note, Investor shall have the right to seek and receive injunctive relief from a court or an arbitrator prohibiting Company from issuing any of its ordinary or preferred shares to any party unless the Note is being paid in full simultaneously with such issuance; and (b) following a breach of Section 4(vi) above, Investor shall have the right to seek and receive injunctive relief from a court or arbitrator invalidating such lock-up. Company specifically acknowledges that Investor's right to obtain specific performance constitutes bargained for leverage and that the loss of such leverage would result in irreparable harm to Investor. For the avoidance of doubt, in the event Investor seeks to obtain an injunction from a court or an arbitrator against Company or specific performance of any provision of any Transaction Document, such action shall not be a waiver of any right of Investor under any Transaction Document, at law, or in equity, including without limitation its rights to arbitrate any Claim pursuant to the terms of the Transaction Documents, nor shall Investor's pursuit of an injunction prevent Investor, under the doctrines of claim preclusion, issues preclusion, res judicata or other similar legal doctrines, from pursuing other Claims in the future in a separate arbitration. ¶ 11.4. Calculation Disputes. Notwithstanding the Arbitration Provisions, in the case of a dispute as to any determination or arithmetic calculation under the Transaction Documents, including without limitation, calculating the Outstanding Balance, Redemption Conversion Price, Conversion Shares (as defined in the Note), or VWAP (as defined in the Note) (each, a "Calculation"), Company or Investor (as the case may be) shall submit any disputed Calculation via email or facsimile with confirmation of receipt (i) within two (2) Trading Days after receipt of the applicable notice giving rise to such dispute to Company or Investor (as the case may be) or (ii) if no notice gave rise to such dispute, at any time after Investor learned of the circumstances giving rise to such dispute. If Investor and Company are unable to agree upon such Calculation within two (2) Trading Days of such disputed Calculation being submitted to Company or Investor (as the case may be), then Investor will promptly submit via email or facsimile the disputed Calculation to Unkar Systems Inc. ("Unkar Systems"). Investor shall cause Unkar Systems to perform the Calculation and notify Company and Investor of the results no later than ten (10) Trading Days from the time it receives such disputed Calculation. Unkar Systems' determination of the disputed Calculation shall be binding upon all parties absent demonstrable error. Unkar Systems' fee for performing such Calculation shall be paid by the incorrect party, or if both parties are incorrect, by the party whose Calculation is furthest from the correct Calculation as determined by Unkar Systems. In the event Company is the losing party, no extension of the Delivery Date (as defined in the Note) shall be granted and Company shall incur all effects for failing to deliver the applicable shares in a timely manner as set forth in the Transaction Documents. Notwithstanding the foregoing, Investor may, in its sole discretion, designate an independent, reputable investment bank or accounting firm other than Unkar Systems to resolve any such dispute and in such event, all references to "Unkar Systems" herein will be replaced with references to such independent, reputable investment bank or accounting firm so designated by Investor. ¶ 8 ¶ 11.5. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. ¶ 11.6. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement. ¶ 11.7. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof. ¶ 11.8. Entire Agreement. This Agreement, together with the other Transaction Documents, contains the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Company nor Investor makes any representation, warranty, covenant or undertaking with respect to such matters. For the avoidance of doubt, all prior term sheets or other documents between Company and Investor, or any affiliate thereof, related to the transactions contemplated by the Transaction Documents (collectively, "Prior Agreements"), that may have been entered into between Company and Investor, or any affiliate thereof, are hereby null and void and deemed to be replaced in their entirety by the Transaction Documents. To the extent there is a conflict between any term set forth in any Prior Agreement and the term(s) of the Transaction Documents, the Transaction Documents shall govern. ¶ 11.9. Amendments. No provision of this Agreement may be waived or amended other than by an instrument in writing signed

by both parties hereto. 11.10. Notices. Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given on the earliest of: (i) the date delivered, if delivered by personal delivery as against written receipt therefor or by email to an executive officer named below or such officer's successor, or by facsimile (with successful transmission confirmation which is kept by sending party), (ii) the earlier of the date delivered or the fifth (5th) Trading Day after deposit, postage prepaid, with an international courier, or (iii) the earlier of the date delivered or the third Trading Day after mailing by express courier, with delivery costs and fees prepaid, in each case, addressed to each of the other parties thereunto entitled at the following addresses (or at such other addresses as such party may designate by five (5) calendar days' advance written notice similarly given to each of the other parties hereto): If to Company: Taoping Inc. Attn: Jianghuai Lin 21st Floor, Everbright Bank Building Zhuzilin, Futian District Shenzhen, Guangdong 518040 People's Republic of China 9 If to Investor: Streeterville Capital, LLC Attn: John Fife 297 Auto Mall Drive #4 St. George, Utah 84770 With a copy to (which copy shall not constitute notice): Hansen Black Anderson Ashcraft PLLC Attn: Jonathan Hansen 3051 West Maple Loop Drive, Suite 325 Lehi, Utah 84043 11.11. Successors and Assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Investor hereunder may be assigned by Investor to a third party, including its affiliates, in whole or in part, without the need to obtain Company's consent thereto. Company may not assign its rights or obligations under this Agreement or delegate its duties hereunder, whether directly or indirectly, without the prior written consent of Investor, and any such attempted assignment or delegation shall be null and void. 11.12. Survival. The representations and warranties of Company and the agreements and covenants set forth in this Agreement shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of Investor. Company agrees to indemnify and hold harmless Investor and all its officers, directors, employees, attorneys, and agents for loss or damage arising as a result of or related to any breach or alleged breach by Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred. 11.13. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby. 11.14. Investor's Rights and Remedies Cumulative. All rights, remedies, and powers conferred in this Agreement and the Transaction Documents are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Investor may have, whether specifically granted in this Agreement or any other Transaction Document, or existing at law, in equity, or by statute, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Investor may deem expedient. 11.15. Attorneys' Fees and Cost of Collection. In the event any suit, action or arbitration is filed by either party against the other to interpret or enforce any of the Transaction Documents, the unsuccessful party to such action agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal. The "prevailing party" shall be the party in whose favor a judgment is entered, regardless of whether judgment is entered on all claims asserted by such party and regardless of the amount of the judgment; or where, due to the assertion of counterclaims, judgments are entered in favor of and against both parties, then the judge or arbitrator shall determine the "prevailing party" by taking into account the relative dollar amounts of the judgments or, if the judgments involve nonmonetary relief, the relative importance and value of such relief. Nothing herein shall restrict or impair an arbitrator's or a court's power to award fees and expenses for frivolous or bad faith pleading. If (i) the Note is placed in the hands of an attorney for collection or enforcement prior to commencing arbitration or legal proceedings, or is collected or enforced through any arbitration or legal proceeding, or Investor otherwise takes action to collect amounts due under the Note or to enforce the provisions of the Note, or (ii) there occurs any bankruptcy, reorganization, receivership of Company or other proceedings affecting Company's creditors' rights and involving a claim under the Note; then Company shall pay the costs incurred by Investor for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees, expenses, deposition costs, and disbursements. 10 11.16. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing. 11.17. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING SUCH PARTY'S RIGHT TO DEMAND TRIAL BY JURY. 11.18. Time is of the Essence. Time is expressly made of the essence with respect to each and every provision of this Agreement and the other Transaction Documents. 11.19. Voluntary Agreement. Company has carefully read this Agreement and each of the other Transaction Documents and has asked any questions needed for Company to understand the terms, consequences and binding effect of this Agreement and each of the other Transaction Documents and fully understand them. Company has had the opportunity to seek the advice of an attorney of Company's choosing, or has waived the right to do so, and is executing this Agreement and each of the other Transaction Documents voluntarily and without any duress or undue influence by Investor or anyone else. 11.20. Document Imaging. Investor shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Company's loans, including, without limitation, this Agreement and the other Transaction Documents, and Investor may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Investor produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Investor is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, emailed, or other imaged copy of this Agreement or any other Transaction Document shall be deemed to be of the same force and effect as the original manually executed document. 11.21. No

Shorting. During the period beginning on the Closing Date and ending on the date the Note has been repaid in full or sold by Investor to a third party that is not an affiliate of Investor, Investor shall not directly or through an affiliate engage in any open market Short Sales (as defined below) of the Ordinary Shares; provided, however, that unless and until Company has affirmatively demonstrated by the use of specific evidence that Investor is engaging in open market Short Sales, Investor shall be assumed to be in compliance with the provisions of this Section 11.21 and Company shall remain fully obligated to fulfill all of its obligations under the Transaction Documents; and provided, further, that (i) Company shall under no circumstances be entitled to request or demand that Investor either (A) provide trading or other records of Investor or of any party or (B) affirmatively demonstrate that Investor or any other party has not engaged in any such Short Sales in breach of these provisions as a condition to Company's fulfillment of its obligations under any of the Transaction Documents, (ii) Company shall not assert Investor's or any other party's failure to demonstrate such absence of such Short Sales or provide any trading or other records of Investor or any other party as all or part of a defense to any breach of Company's obligations under any of the Transaction Documents, and (iii) Company shall have no setoff right with respect to any such Short Sales. For the avoidance of doubt, selling against delivery of Conversion Shares (as defined in the Note) after delivery of a Conversion Notice (as defined in the Note) is not a Short Sale. Other than the weekly sales limitation set forth in Section 11 of the Note, there will be no restriction or limitation of any kind on Investor's right or ability to sell or transfer any or all of the Conversion Shares at any time, in its sole and absolute discretion. As used herein, "Short Sale" has the meaning provided in Rule 200 promulgated under Regulation SHO under the 1934 Act. [Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned Investor and Company have caused this Agreement to be duly executed as of the date first above written.

INVESTOR: Streeterville Capital, LLC
By: /s/ John M. Fife
John M. Fife, President

COMPANY: Taoping Inc.
By: /s/ Jianghuai Lin
Jianghuai Lin, CEO

[Signature Page to Securities Purchase Agreement]

ATTACHED EXHIBITS: Exhibit A Note Exhibit B Irrevocable Transfer Agent Instructions Exhibit C Officer's Certificate Exhibit D Share Issuance Resolution Exhibit E Arbitration Provisions Exhibit E ARBITRATION PROVISIONS

1. Dispute Resolution. For purposes of this Exhibit E, the term "Claims" means any disputes, claims, demands, causes of action, requests for injunctive relief, requests for specific performance, questions regarding severability of any provisions of the Transaction Documents, liabilities, damages, losses, or controversies whatsoever arising from, related to, or connected with the transactions contemplated in the Transaction Documents and any communications between the parties related thereto, including without limitation any claims of mutual mistake, mistake, fraud, misrepresentation, failure of formation, failure of consideration, promissory estoppel, unconscionability, failure of condition precedent, rescission, and any statutory claims, tort claims, contract claims, or claims to void, invalidate or terminate the Agreement (or these Arbitration Provisions (defined below)) or any of the other Transaction Documents. The term "Claims" specifically excludes a dispute over Calculations. The parties to this Agreement (the "parties") hereby agree that the Claims may be arbitrated in one or more Arbitrations pursuant to these Arbitration Provisions (one for an injunction or injunctions and a separate one for all other Claims). The parties hereby agree that the arbitration provisions set forth in this Exhibit E ("Arbitration Provisions") are binding on each of them. As a result, any attempt to rescind the Agreement (or these Arbitration Provisions) or any other Transaction Document) or declare the Agreement (or these Arbitration Provisions) or any other Transaction Document invalid or unenforceable pursuant to Section 29 of the 1934 Act or for any other reason is subject to these Arbitration Provisions. These Arbitration Provisions shall also survive any termination or expiration of the Agreement. Any capitalized term not defined in these Arbitration Provisions shall have the meaning set forth in the Agreement.

2. Arbitration. Except as otherwise provided herein, all Claims must be submitted to arbitration ("Arbitration") to be conducted exclusively in Salt Lake County, Utah and pursuant to the terms set forth in these Arbitration Provisions. Subject to the arbitration appeal right provided for in Paragraph 5 below (the "Appeal Right"), the parties agree that the award of the arbitrator rendered pursuant to Paragraph 4 below (the "Arbitration Award") shall be (a) final and binding upon the parties, (b) the sole and exclusive remedy between them regarding any Claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator, and (c) promptly payable in United States dollars free of any tax, deduction or offset (with respect to monetary awards). Subject to the Appeal Right, any costs or fees, including without limitation attorneys' fees, incurred in connection with or incident to enforcing the Arbitration Award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The Arbitration Award shall include default interest (as defined or otherwise provided for in the Note, "Default Interest") (with respect to monetary awards) at the rate specified in the Note for Default Interest both before and after the Arbitration Award. Judgment upon the Arbitration Award will be entered and enforced by any state or federal court sitting in Salt Lake County, Utah.

3. The Arbitration Act. The parties hereby incorporate herein the provisions and procedures set forth in the Utah Uniform Arbitration Act, U.C.A. § 78B-11-101 et seq. (as amended or superseded from time to time, the "Arbitration Act"). Notwithstanding the foregoing, pursuant to, and to the maximum extent permitted by, Section 105 of the Arbitration Act, in the event of conflict or variation between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control and the parties hereby waive or otherwise agree to vary the effect of all requirements of the Arbitration Act that may conflict with or vary from these Arbitration Provisions.

4. Arbitration Proceedings. Arbitration between the parties will be subject to the following:

4.1 Initiation of Arbitration. Pursuant to Section 110 of the Arbitration Act, the parties agree that a party may initiate Arbitration by giving written notice to the other party ("Arbitration Notice") in the same manner that notice is permitted under Section 11.10 of the Agreement; provided, however, that the Arbitration Notice may not be given by email or fax. Arbitration will be deemed initiated as of the date that the Arbitration Notice is deemed delivered to such other party under Section 11.10 of the Agreement (the "Service Date"). After the Service Date, information may be delivered, and notices may be given, by email or fax pursuant to Section 11.10 of the Agreement or any other method permitted thereunder. The Arbitration Notice must describe the nature of the controversy, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Utah Rules of Civil Procedure.

4.2 Selection and Payment of Arbitrator. (a) Within ten (10) calendar days after the Service Date, Investor shall select and submit to Company the names of three (3) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Services (<http://www.utahadrservices.com>) (such three (3) designated persons hereunder are referred to herein as the "Proposed Arbitrators"). For the avoidance of doubt, each Proposed Arbitrator must be qualified as a "neutral" with Utah ADR Services. Within five (5) calendar days after Investor has submitted to Company the names of the Proposed Arbitrators, Company must select, by written notice to Investor, one (1) of the Proposed Arbitrators to act as the arbitrator for the parties under these Arbitration

Provisions. If Company fails to select one of the Proposed Arbitrators in writing within such 5-day period, then Investor may select the arbitrator from the Proposed Arbitrators by providing written notice of such selection to Company. (b) If Investor fails to submit to Company the Proposed Arbitrators within ten (10) calendar days after the Service Date pursuant to subparagraph (a) above, then Company may at any time prior to Investor so designating the Proposed Arbitrators, identify the names of three (3) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Service by written notice to Investor. Investor may then, within five (5) calendar days after Company has submitted notice of its Proposed Arbitrators to Investor, select, by written notice to Company, one (1) of the Proposed Arbitrators to act as the arbitrator for the parties under these Arbitration Provisions. If Investor fails to select in writing and within such 5-day period one (1) of the three (3) Proposed Arbitrators selected by Company, then Company may select the arbitrator from its three (3) previously selected Proposed Arbitrators by providing written notice of such selection to Investor. (c) If a Proposed Arbitrator chosen to serve as arbitrator declines or is otherwise unable to serve as arbitrator, then the party that selected such Proposed Arbitrator may select one (1) of the other three (3) Proposed Arbitrators within three (3) calendar days of the date the chosen Proposed Arbitrator declines or notifies the parties he or she is unable to serve as arbitrator. If all three (3) Proposed Arbitrators decline or are otherwise unable to serve as arbitrator, then the arbitrator selection process shall begin again in accordance with this Paragraph 4.2. (d) The date that the Proposed Arbitrator selected pursuant to this Paragraph 4.2 agrees in writing (including via email) delivered to both parties to serve as the arbitrator hereunder is referred to herein as the "Arbitration Commencement Date". If an arbitrator resigns or is unable to act during the Arbitration, a replacement arbitrator shall be chosen in accordance with this Paragraph 4.2 to continue the Arbitration. If Utah ADR Services ceases to exist or to provide a list of neutrals and there is no successor thereto, then the arbitrator shall be selected under the then prevailing rules of the American Arbitration Association. (e) Subject to Paragraph 4.10 below, the cost of the arbitrator must be paid equally by both parties. Subject to Paragraph 4.10 below, if one party refuses or fails to pay its portion of the arbitrator fee, then the other party can advance such unpaid amount (subject to the accrual of Default Interest thereupon), with such amount being added to or subtracted from, as applicable, the Arbitration Award. 4.3 Applicability of Certain Utah Rules. The parties agree that the Arbitration shall be conducted generally in accordance with the Utah Rules of Civil Procedure and the Utah Rules of Evidence. More specifically, the Utah Rules of Civil Procedure shall apply, without limitation, to the filing of any pleadings, motions or memoranda, the conducting of discovery, and the taking of any depositions. The Utah Rules of Evidence shall apply to any hearings, whether telephonic or in person, held by the arbitrator. Notwithstanding the foregoing, it is the parties' intent that the incorporation of such rules will in no event supersede these Arbitration Provisions. In the event of any conflict between the Utah Rules of Civil Procedure or the Utah Rules of Evidence and these Arbitration Provisions, these Arbitration Provisions shall control. 4.4 Answer and Default. An answer and any counterclaims to the Arbitration Notice shall be required to be delivered to the party initiating the Arbitration within twenty (20) calendar days after the Arbitration Commencement Date. If an answer is not delivered by the required deadline, the arbitrator must provide written notice to the defaulting party stating that the arbitrator will enter a default award against such party if such party does not file an answer within five (5) calendar days of receipt of such notice. If an answer is not filed within the five (5) day extension period, the arbitrator must render a default award, consistent with the relief requested in the Arbitration Notice, against a party that fails to submit an answer within such time period. 4.5 Related Litigation. The party that delivers the Arbitration Notice to the other party shall have the option to also commence concurrent legal proceedings with any state or federal court sitting in Salt Lake County, Utah ("Litigation Proceedings"), subject to the following: (a) the complaint in the Litigation Proceedings is to be substantially similar to the claims set forth in the Arbitration Notice, provided that an additional cause of action to compel arbitration will also be included therein, (b) so long as the other party files an answer to the complaint in the Litigation Proceedings and an answer to the Arbitration Notice, the Litigation Proceedings will be stayed pending an Arbitration Award (or Appeal Panel Award (defined below), as applicable) hereunder, (c) if the other party fails to file an answer in the Litigation Proceedings or an answer in the Arbitration proceedings, then the party initiating Arbitration shall be entitled to a default judgment consistent with the relief requested, to be entered in the Litigation Proceedings, and (d) any legal or procedural issue arising under the Arbitration Act that requires a decision of a court of competent jurisdiction may be determined in the Litigation Proceedings. Any award of the arbitrator (or of the Appeal Panel (defined below)) may be entered in such Litigation Proceedings pursuant to the Arbitration Act. 4.6 Discovery. Pursuant to Section 118(8) of the Arbitration Act, the parties agree that discovery shall be conducted as follows: (a) Written discovery will only be allowed if the likely benefits of the proposed written discovery outweigh the burden or expense thereof, and the written discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking written discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied. The scope of discovery in the Arbitration proceedings shall also be limited as follows: (i) To facts directly connected with the transactions contemplated by the Agreement. (ii) To facts and information that cannot be obtained from another source or in another manner that is more convenient, less burdensome or less expensive than in the manner requested. (b) No party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts), (iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three (3) depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition. The costs associated with depositions will be borne by the party taking the deposition. The party defending the deposition will submit a notice to the party taking the deposition of the estimated attorneys' fees that such party expects to incur in connection with defending the deposition. If the party defending the deposition fails to submit an estimate of attorneys' fees within five (5) calendar days of its receipt of a deposition notice, then such party shall be deemed to have waived its right to the estimated attorneys' fees. The party taking the deposition must pay the party defending the deposition the estimated attorneys' fees prior to taking the deposition, unless such obligation is deemed to be waived as set forth in the immediately preceding sentence. If the party taking the deposition believes that the estimated attorneys' fees are unreasonable, such party may submit the issue to the arbitrator for a decision. All depositions will be taken in Utah. (c) All discovery requests (including document production requests included in deposition notices) must be submitted in writing to the arbitrator and the other party. The party submitting the written discovery requests must include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Utah Rules of Civil Procedure. The receiving party will then be allowed, within five (5) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to

each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or challenge(s) to one or more discovery requests, consistent with subparagraph (c) above, the arbitrator will within three (3) calendar days make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (i) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (ii) requires the responding party to respond to the discovery requests as limited by the arbitrator within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 5-day period, the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. Any party submitting any written discovery requests, including without limitation interrogatories, requests for production subpoenas to a party or a third party, or requests for admissions, must prepay the estimated attorneys' fees and costs, before the responding party has any obligation to produce or respond to the same, unless such obligation is deemed waived as set forth above. (d) In order to allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Utah Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Utah Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards, or strike such discovery request in whole or in part. (e) Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted within sixty (60) days of the Arbitration Commencement Date. Each party will be allowed a maximum of two (2) experts. Expert reports must contain the following: (i) a complete statement of all opinions the expert will offer at trial and the basis and reasons for them; (ii) the expert's name and qualifications, including a list of all the expert's publications within the preceding ten (10) years, and a list of any other cases in which the expert has testified at trial or in a deposition or prepared a report within the preceding ten (10) years; and (iii) the compensation to be paid for the expert's report and testimony. The parties are entitled to depose any other party's expert witness one (1) time for no more than four (4) hours. An expert may not testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report. 4.6 Dispositive Motions. Each party shall have the right to submit dispositive motions pursuant to Rule 12 or Rule 56 of the Utah Rules of Civil Procedure (a "Dispositive Motion"). The party submitting the Dispositive Motion may, but is not required to, deliver to the arbitrator and to the other party a memorandum in support (the "Memorandum in Support") of the Dispositive Motion. Within seven (7) calendar days of delivery of the Memorandum in Support, the other party shall deliver to the arbitrator and to the other party a memorandum in opposition to the Memorandum in Support (the "Memorandum in Opposition"). Within seven (7) calendar days of delivery of the Memorandum in Opposition, as applicable, the party that submitted the Memorandum in Support shall deliver to the arbitrator and to the other party a reply memorandum to the Memorandum in Opposition ("Reply Memorandum"). If the applicable party shall fail to deliver the Memorandum in Opposition as required above, or if the other party fails to deliver the Reply Memorandum as required above, then the applicable party shall lose its right to so deliver the same, and the Dispositive Motion shall proceed regardless. 4.7 Confidentiality. All information disclosed by either party (or such party's agents) during the Arbitration process (including without limitation information disclosed during the discovery process or any Appeal (defined below)) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received from the other party (or its agents) during the Arbitration process (including without limitation during the discovery process or any Appeal) unless (a) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party or its agents, (b) such information is required by a court order, subpoena or similar legal duress to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure, or (c) such information is disclosed to the receiving party's agents, representatives and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. Pursuant to Section 118(5) of the Arbitration Act, the arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of either party. 4.8 Authorization; Timing; Scheduling Order. Subject to all other portions of these Arbitration Provisions, the parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the parties' intent for the Arbitration proceedings to be efficient and expeditious. Pursuant to Section 120 of the Arbitration Act, the parties hereby agree that an Arbitration Award must be made within one hundred twenty (120) calendar days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for discovery, expert testimony, and the submission of documents by the parties to enable the arbitrator to render a decision prior to the end of such 120-day period. 4.9 Relief. The arbitrator shall have the right to award or include in the Arbitration Award (or in a preliminary ruling) any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the arbitrator may not award exemplary or punitive damages. 4.10 Fees and Costs. As part of the Arbitration Award, the arbitrator is hereby directed to require the losing party (the party being awarded the least amount of money by the arbitrator, which, for the avoidance of doubt, shall be determined without regard to any statutory fines, penalties, fees, or other charges awarded to any party) to (a) pay the full amount of any unpaid costs and fees of the Arbitration, and (b) reimburse the prevailing party for all reasonable attorneys' fees, arbitrator costs and fees, deposition costs, other discovery costs, and other expenses, costs or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration. 5. Arbitration Appeal. 5.1 Initiation of Appeal. Following the entry of the Arbitration Award, either party (the "Appellant") shall have a period of thirty (30) calendar days in which to notify the other party (the "Appellee"), in writing, that the Appellant elects to appeal (the "Appeal") the Arbitration Award (such notice, an "Appeal Notice") to a panel of arbitrators as provided in Paragraph 5.2 below. The date the Appellant delivers an Appeal Notice to the Appellee is referred to herein as the "Appeal Date". The Appeal Notice must be delivered to the Appellee in accordance with the provisions of Paragraph 4.1 above with respect to delivery of an Arbitration Notice. In addition, together with delivery of the Appeal Notice to the Appellee, the Appellant must also pay for (and provide proof of such payment to the Appellee together with delivery of the Appeal Notice) a bond in the amount of 110% of the sum the Appellant owes to the Appellee as a result of the Arbitration Award the Appellant is appealing. In

the event an Appellant delivers an Appeal Notice to the Appellee (together with proof of payment of the applicable bond) in compliance with the provisions of this Paragraph 5.1, the Appeal will occur as a matter of right and, except as specifically set forth herein, will not be further conditioned. In the event a party does not deliver an Appeal Notice (along with proof of payment of the applicable bond) to the other party within the deadline prescribed in this Paragraph 5.1, such party shall lose its right to appeal the Arbitration Award. If no party delivers an Appeal Notice (along with proof of payment of the applicable bond) to the other party within the deadline described in this Paragraph 5.1, the Arbitration Award shall be final. The parties acknowledge and agree that any Appeal shall be deemed part of the parties' agreement to arbitrate for purposes of these Arbitration Provisions and the Arbitration Act.

5.2 Selection and Payment of Appeal Panel.

In the event an Appellant delivers an Appeal Notice to the Appellee (together with proof of payment of the applicable bond) in compliance with the provisions of Paragraph 5.1 above, the Appeal will be heard by a three (3) person arbitration panel (the "Appeal Panel").

(a) Within ten (10) calendar days after the Appeal Date, the Appellee shall select and submit to the Appellant the names of five (5) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Services (<http://www.utahadrservices.com>) (such five (5) designated persons hereunder are referred to herein as the "Proposed Appeal Arbitrators"). For the avoidance of doubt, each Proposed Appeal Arbitrator must be qualified as a "neutral" with Utah ADR Services, and shall not be the arbitrator who rendered the Arbitration Award being appealed (the "Original Arbitrator"). Within five (5) calendar days after the Appellee has submitted to the Appellant the names of the Proposed Appeal Arbitrators, the Appellant must select, by written notice to the Appellee, three (3) of the Proposed Appeal Arbitrators to act as the members of the Appeal Panel. If the Appellant fails to select three (3) of the Proposed Appeal Arbitrators in writing within such 5-day period, then the Appellee may select such three (3) arbitrators from the Proposed Appeal Arbitrators by providing written notice of such selection to the Appellant.

(b) If the Appellee fails to submit to the Appellant the names of the Proposed Appeal Arbitrators within ten (10) calendar days after the Appeal Date pursuant to subparagraph (a) above, then the Appellant may at any time prior to the Appellee so designating the Proposed Appeal Arbitrators, identify the names of five (5) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Service (none of whom may be the Original Arbitrator) by written notice to the Appellee. The Appellee may then, within five (5) calendar days after the Appellant has submitted notice of its selected arbitrators to the Appellee, select, by written notice to the Appellant, three (3) of such selected arbitrators to serve on the Appeal Panel. If the Appellee fails to select in writing within such 5-day period three (3) of the arbitrators selected by the Appellant to serve as the members of the Appeal Panel, then the Appellant may select the three (3) members of the Appeal Panel from the Appellant's list of five (5) arbitrators by providing written notice of such selection to the Appellee.

(c) If a selected Proposed Appeal Arbitrator declines or is otherwise unable to serve, then the party that selected such Proposed Appeal Arbitrator may select one (1) of the other five (5) designated Proposed Appeal Arbitrators within three (3) calendar days of the date a chosen Proposed Appeal Arbitrator declines or notifies the parties he or she is unable to serve as an arbitrator. If at least three (3) of the five (5) designated Proposed Appeal Arbitrators decline or are otherwise unable to serve, then the Proposed Appeal Arbitrator selection process shall begin again in accordance with this Paragraph 5.2; provided, however, that any Proposed Appeal Arbitrators who have already agreed to serve shall remain on the Appeal Panel.

(d) The date that all three (3) Proposed Appeal Arbitrators selected pursuant to this Paragraph 5.2 agree in writing (including via email) delivered to both the Appellant and the Appellee to serve as members of the Appeal Panel hereunder is referred to herein as the "Appeal Commencement Date". No later than five (5) calendar days after the Appeal Commencement Date, the Appellee shall designate in writing (including via email) to the Appellant and the Appeal Panel the name of one (1) of the three (3) members of the Appeal Panel to serve as the lead arbitrator in the Appeal proceedings. Each member of the Appeal Panel shall be deemed an arbitrator for purposes of these Arbitration Provisions and the Arbitration Act, provided that, in conducting the Appeal, the Appeal Panel may only act or make determinations upon the approval or vote of no less than the majority vote of its members, as announced or communicated by the lead arbitrator on the Appeal Panel. If an arbitrator on the Appeal Panel ceases or is unable to act during the Appeal proceedings, a replacement arbitrator shall be chosen in accordance with Paragraph 5.2 above to continue the Appeal as a member of the Appeal Panel. If Utah ADR Services ceases to exist or to provide a list of neutrals, then the arbitrators for the Appeal Panel shall be selected under the then prevailing rules of the American Arbitration Association.

(d) Subject to Paragraph 5.7 below, the cost of the Appeal Panel must be paid entirely by the Appellant.

5.3 Appeal Procedure.

The Appeal will be deemed an appeal of the entire Arbitration Award. In conducting the Appeal, the Appeal Panel shall conduct a de novo review of all Claims described or otherwise set forth in the Arbitration Notice. Subject to the foregoing and all other provisions of this Paragraph 5, the Appeal Panel shall conduct the Appeal in a manner the Appeal Panel considers appropriate for a fair and expeditious disposition of the Appeal, may hold one or more hearings and permit oral argument, and may review all previous evidence and discovery, together with all briefs, pleadings and other documents filed with the Original Arbitrator (as well as any documents filed with the Appeal Panel pursuant to Paragraph 5.4(a) below). Notwithstanding the foregoing, in connection with the Appeal, the Appeal Panel shall not permit the parties to conduct any additional discovery or raise any new Claims to be arbitrated, shall not permit new witnesses or affidavits, and shall not base any of its findings or determinations on the Original Arbitrator's findings or the Arbitration Award.

5.4 Timing.

(a) Within seven (7) calendar days of the Appeal Commencement Date, the Appellant (i) shall deliver or cause to be delivered to the Appeal Panel copies of the Appeal Notice, all discovery conducted in connection with the Arbitration, and all briefs, pleadings and other documents filed with the Original Arbitrator (which material Appellee shall have the right to review and supplement if necessary), and (ii) may, but is not required to, deliver to the Appeal Panel and to the Appellee a Memorandum in Support of the Appellant's arguments concerning or position with respect to all Claims, counterclaims, issues, or accountings presented or pleaded in the Arbitration. Within seven (7) calendar days of the Appellant's delivery of the Memorandum in Support, as applicable, the Appellee shall deliver to the Appeal Panel and to the Appellant a Memorandum in Opposition to the Memorandum in Support. Within seven (7) calendar days of the Appellee's delivery of the Memorandum in Opposition, as applicable, the Appellant shall deliver to the Appeal Panel and to the Appellee a Reply Memorandum to the Memorandum in Opposition. If the Appellant shall fail to substantially comply with the requirements of clause (i) of this subparagraph (a), the Appellant shall lose its right to appeal the Arbitration Award, and the Arbitration Award shall be final. If the Appellee shall fail to deliver the Memorandum in Opposition as required above, or if the Appellant shall fail to deliver the Reply Memorandum as required above, then the Appellee or the Appellant, as the case may be, shall lose its right to so deliver the same, and the Appeal shall proceed regardless.

(b) Subject to subparagraph (a) above, the parties hereby agree that the Appeal must be heard by the Appeal Panel within thirty (30) calendar days of the Appeal Commencement Date, and that the

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*DGA*V2U.LQD\ M-BJ=|/%PP628+L5AL9@>Z%6K@|5[&I1Q.'K%#9:IXCMK= \$WO8\O6*7?Q_ ^*&O_3^)-
:DD2WM9#HFF MD0^&!E<0K-IGA+1M&LKIF BO+NX_G \4_W \$6|X2R,E;6P_., EOY'V" M("OP01ST))K_9OMPJ;
<8R#GH/|8"2"1@_*20.YZ=L|CCJ7_I(|_13_."L M.E?%1O^%YZU#J^FQ01)\&5%::VCS^3\$|IX-
XP_ML:A' HU\^OY.C.3< M+*(R3Y@|K@#CO"83./\$|N+|RO\$|PXR\.-_HP^+|JTL9B)8SB'/W@ZN%I5%
MAH5Y4(UI4:M'GG*.#PM.GA*D|J&39|DV)=-U(T M8TL#@)3=2|B|X?Z|JKZ;\1 M?VH|5A^#?AT6LQ6^M_!1,6N?
%W5\$ACD2:2T?P3:W7A*>508X,KQA8^8&WI%- M^4?*"O\ P;0^,O&G|/GPE^(?B7]MSXP_WQ:\2_?
AKXB>* A9X+,\ ""2?"6 MK>*|(L|3BTFXFM?&FC_VE| ^E:5+INEZG>W-DLOVROGMHW:V@(@ (;G @H! P2 M#T?
(* \$ M1?LZ?"XI_';7M'^%W|/D>B"V^ FG>"]U'1O%|1>X/%GC,ZI MXINM9BNK%/'=KI'ACPWJGV;1I'M=
(T0&WD\ _FP_LFL04 !554_5%4 !54 ! M0!|U %"A5R.#|OG%>E@O%&? WAQPSPWX?9LJ\$&:9EFW\$7'^.GE.%Q.(8J:6
M69#D=|9U@L70Q%+ Y=#ZY4Q&&I3IPO6(3HU8U8U9'/B.%|Y|O+F.9\0X3VF7 MX7" T_MR&E3Q-
2,09/GJXW&570|T.E.5:J_9|KGRRI|Q:T/Y#_&G_ :W:|J_ MA+O#8P?%\$OC/XQOVTN|NM%\.-/'|W/A?
5|>M.:6XT2TU<3^/-2CM| "74UM M4FOH|'ZN:%)'NK9'GCC |3_X->OVH=9U|X' ^&K|A_P"(ANM.^ (7|+WCS5M<|
M.^"M4\$J:E8>|?&^N7Z>*!=|+O|J2>#?BK;>)|H=0C'E1V@|3Z7|'#(?-9/ZGB) M.G;@:*G'Y! 4'KU<&<\$ XOR"" =+N?
#6LQ.= (T=_%<7BM=;M|^TBU+O_H.E_ \$>W3^R M9A9ZU\$|A&6L'PNR|7<:OKP1OKPCXFYU+&5Y4_NS_
(\$QO|E82E|2XGRVJ|&* MP-2&39=A84J=&Y34K86>(|1<:=3#TYU1-58M2^ \$:>39|DN=<.8/E49XC|9U1
MGBZLO:9;BJ3Y*L98J07E*>"O&'R5&H\U.I&RYFFOP@ P""NNB:%XH_X.) MV#O#?B;1| \1>/'\$6L?
L=:+KV@:UI|K|NB:WHV]?&S7:34=+U73:Z*XLK_3K MZUE>WNK2|@FM|B&1XI8W1B#_
%MZ1^OC^R'H6H6NK: ^'RS^SEL|63F2SU'2 MO@K.K" |M9(G62.2UN+;P|%+;2)(JLC1/&4<*5VX%?GW^U' _.\$?
' :8_X^M)_L_P#!0&|^_NN>\$=2^!| !C4K?X6V?@K3-6T|O*?@_P".+SOG;P3^)|K7
M+2|TP:|T=|N&BTRY%DBFXB.DCFOV:56SN(P1G(W9&H/9?6O#|0>- \ M+G/#OA-E>09OFE&?"
+R/B&AAL3FN6OCFW^L&Q:4E0QN"HXJ*P5>G&=6. M*|+DE/#P|N/M:;|_@R">%S+BO%9C@L)4CFF?
1QN7U*U'#8B<|'"|4|5Y2|J4: MDJ|7-3B|:;<7S2O>5OT5E'|" # \$BAA6.*&&.)\$BABB50D44.:4BC1458T15
M5%X"XQC^*K_ @O|&6_P""W7 !Z-6<6 [850N-S?|-8Z|3@#|/3(!R=POS7 |M|KY8'&WDD9'3IZC/7\OK|& ^"H7 !\$/2O|
@I5?O 'OYO|VDO\$ P_M2^' M_P_---'^>GZ3X>":?XD>5M,16^ (?%MMX@CUB?O'HEY9WT5UKHBMXH(@8<
MN(K@2.0, !;B;A_3CF>:<29A+M&L,904G|RE/F=RN.LKQ^Y!|4RS#OQ,+AC|KQ=+ #NI2HPG#|8N% M><5.I*\$*;
<(N^Y5|3<:*Z_ =E|'7S" L>3NX|4G(PH|&%SCUP|7/0_2X3.Q0% M_L_2-/&|AS|OOXI>#:#|QXGF|OZ_?)X9^&
MMII\$B1: KU_K@TN:|TSX@V-S?6EG+>:%P<2R0_ :C%&S|4>?^#7CQ!N_Y2: ? MM!@Y' _L:ESGT|
PM.Y|ZU^L>|U7PDA|N+J_ %=/O862+%91P|@IY:7X_XG MQ|:#5|GRC"Y?
54Z^&K4_-4@ZM%SI.FIIP7O.|F_D>%O|:>&L|AE4N\$ZN=|& M8_ \$1O%+.LLH0E3O>)=:-Z\$^:5-
^| ^+:3(O1P|C.SN"@6,9!>?O MOM !)8D8_/ER1XA|#OVDO@5^TWX:U7Q? _BEX+^*OAS0?\$6L^\$M:O_AJ
MR:@VD>|_ U"YT|5-JU6S*|?6.R7%HTEE)=6T,|J63P:EIDMS|S:W_S=^P= M^P99_L;_ +*&I?LK^+?BMXF_*T;7-
<^(>H:YXK;VUWIFIZKHOO#B2SU'PU M.BZ|K5W%|&G_ :+1)X-66:%U*T"6K;2(OE^) P#P: \ |P|T:Q|>^_ V) P|L M/XS
+)OVXR>>XX;|Q=|HUG(|O#HV@>+O#_ (N^?C2'0|/S-ECI_B'5_ \$| MUM"#"+^0XE3|ER|(/#O&X|B*"|X|QV3T:&
(H4^&.(H+X_ ,GS:#4JE18RK MFV7T,7_ :F5SQ=)T)8.\$85U2E3K1OCF|JB9]=CL=O!2PV_Q&"R&CC)5:&|OX^ZG|8-
!UOX2V4D=L_C31O'FG6&M+2=8C90-2LO"-WIAM-\$U.R.F MGZEK|HD.63)=K U|U^| /-|P-XS^&O_ 3_ /V/ OC^
|M|7AC|G?X7:; MX@L+|<:W3|T>|&|7^SKL\,CN-|MYK>RFA?YH6MVB.6W)]|DC_ (-O_@A_M_B_I|'0|4OQM|??
MH_\$ P|J|MIK6AVOCS3DT7P(=6TR1.G2=3|3:1|>N>-_ M\$WC.YTF|5;S3|/7?%T_A^_Z1)KG0KQ|T/Z0!'*Y"DY8D9'/(P1R2
0.X|_8 M&X'T"|\$?#5#@:A7PRX2SC&|4X#(|<:EN)R?"U961=HHHKB/M@HHHH * M*** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@
M@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH ****
"BBB@ HHHH **** "BBB@ HHHH 0 ML!U..W/XG^O)STP">E>_ 'W|H7P5^S_X:36?\$AEU/6-3.T/ASPKITD*ZIK4|
MO&K23%|F"66DVCR1|J&I2)*L'FQ16|5U>2OVC^|2\$M|JG|#J_>YP3CCG"(X MW="0N: '=M*A_ :7_ &|-PDC8%|L|
M:|6WL=W|:#YKBWNS"S- J)%=%*DY?#"|=N|J6R^? #&%>S: M>MK:V2?|L/M-%^+?|?|OPC'B'X:%= \ ^\$|K|YIE|>:?
H|5G?6S\|S6VH^+ MX=0O=7B"C+7VGZ3:6%;<^9|4^FZ M7I%VEK; JAE:|\\$P6FH:?
DNF+B^TB|@5|ADDVB1: 5"WMTMU6-.\$CBCCCAC MC18XHHHU*1PO1@!8TC4
(B|41<*|C|S(|\$@J|R#D\$X)^HP,|L@-PISQSC|JO M:OO_ :5MOAO*W^*^|W3M|A>O=E>M5YK:VE:- \-
FK7W5|3S":OCK5|V|(KS MO^=\$N"/VOO^ #N_ \5Q^|6,%W=Z'J8V|3ZK:;?|)AO#)-:3%%G3|VO" M+'& MX=5_-
+X0_?N:|XWZ7|V| #U_ AY|%MH5|:Z=|3ZGLD:Z75W9I=PF_*ZN|_M;PDR>8@5_2\$QD"ZA?&X!>AG|1.9\$>+V
|#_ PCNHEN3C.6W\$GCDFO\$^_X M)A@#PA_#|E./%F@*0"."OAY1G@D9|
|9XYXITW&.*C|G3E9QMSOYN52UNM8VB*UB@:9B\$MUUC2;V_L+&^F*E;2/5|AM|DLL:R*ZAI/T, ^ M&WQ#\,?

UHTLEM"Z>.\PX3EB< MNK+)JM"GAZ^:3QF'I86-7#XBC6C5EEE.I'%YK/\$8CV-:48UHK\$4(T<+&DJ7M M<72K.OW?
4\^C2Q<%CH5)U*->\$CAJLZJA4I3@HK%RC[# JE3]HHN47*G4*:WO[*O#UUX(N]"B2:MI!-CX(\37IGX9BTO[*75/\$=E?G5
MK71=.4 .1 X*- M5?OIEOIM/O)\-#\ !7X0?!+X ?LG>(\%OBF+XE>/- M- :9@\
< M.^%/AS\7[34 AGXB)VNDZ!H A P%HWBC3 A?6>KZ9::A09/ M'OA#:Z:H>H LO6?I%UI8+XR^(=
MTDWL,E@FKO6?PN\$UYXMN+J*U@37=4"**(9HO&Y%T= B9A!;B+S'OU P2< X) M^?
\$EK<^,OV>K'4XXA:/V @Q<6UI0 BWH-EK7P^^%FVNC=? 2P4V'AWQII M-EXOU P)I%G;Z5X6\=>*+?
5 '>C:=&+2S\2OPLZ/[F\$X@X&PN-PU>GPO4I4) M)5PU6C.6&H8RK/V=55<4L51K9M'ABYUE%4,4JOC' 1G4K2P^,?
[M<.(RKB6 MM0JTWFT)2Q\$:T:L8UJE"\$%+A05"IP+J4H4K^TK0BW+\$N.8>VPZ3G+O?IM] MQ3I3?GI8"!?
[&OAOXR \$3X#?#3X\!^T)\2?BAXO\ A#K-EX3^* C=O@EX M+T'4 #'PO\>.[S3M3N/"UEJNI>
(90%'BN70+:3O)JOA[P]J&G6L^F0RS:OI M P Y>. VMOVA/V2 A[X>^"?PW :B 9\ ;&^*E \$G[K]" A. &?A+XU M"?&
M'2/AK"K 2&TCX3 !.^&O[&OAO6]6O/BIX(O \$EEX(^- QK9S?"OP3V/+Z MTT7^W/"6KZJXC^PV7Z_M# LD?
L M6>' #7AOXI>I'6VO@G73XF#ZSI'B MSQK/V?"@C77LI=+N=2&?&?X:^ (O! Q *SZCI)\^D:R-"3V,6N:1--!>L
M1WUC+) WBMYP2^ 85N ! PN"1 33=*- !RV\;6/@:+PUXW^)/WA/65TIX MF7\$%\2-.8>*?#'C32?
%/O.TSXA:A:6^I^.-.)>L^+K/O7JTS&JZI[#?ZA% M'<+Y> SK((8^*)F6%Q-
6CA;/&8&EE&3XBC6,4)=F&*AF53.*E?"9DY5L+B M<)E]?!4L13A"G@J4TITJ=*#ZJ^69K18OM;#UZ:J5U!8?%2ON-
IU*%+ZOA:L M(T'J=;!J-.K1K8J&)=*4W+\$3@K5U)A=M9 X*^< % 3?B3J/I3G@ 0IKJZ^- M P#P3? ^ "=B#X7 L >-
OB3K7 "DO OT :T :3\6?#F#Q!XAKO7I':KH?A MRJUVR7O+XNTO1=%U P 2^%O#ME:W\$N@K-Y^DW;[INSIK?IESXS?
M P'O1M M"GO)^-FJ M \SWOV(M2N=:T:QO97%OX M13%M>-XHDFLK-H.S2/^"8I[#6B>"?BA\K' MX&PR>/C-?\
PXUGXDOJWO#^* B#O-X@2 "*/2/X;^X/60^M3\<>'O'W MA2662]LO'WACO%HOC.XU1VU?
4=84I4U1H4O9XB\$*#Q.93NZ^9TXSE"7\$LFXB4HR6:T^.:1B M\$U6KPGA91FY5)<I*4JD:.%3IS"-O@X GWIO\
P42 ;V5W7L MWPBT/X "CX? '7XX M# M/ ;O#>OAS^TI(AKXL-?!?X\$O; 7\ M> ?PZ\9VGAOXO>/'7B'2WGM-
6\#>*X=6U2\|0>'-8\+V?B 1AJ%MXIT \ M?.V><6\ NC"UT(8AT.S.&-?)P/ 8(M 9-^%%%\(|5! ".1M<^!OCGXH?[\$X=>
(:GOE\OM?) \$=K1OC1XOO #\ M3 "BSO#XC6:MK/O,4>+?I\VI7'A^JUGXF7OBZIM-/CT^/2Y+!])TMI/Z^" M# R.
<8X/Z X?RKXK.L7EN,EA8Y3EM'+Z5*&)>(E&E4A5O->KB^>E)NKC<.*- M"EA80C1P[<7AYU*T':8B*I5(0Y=AL:0C6>-
Q<34FZ*IJ4H.*\$*-IJU/#X M=2J5*TI2J54G&HHPDH4WS1D^BBC # GU "O)/3"BBB@ HHH P Y SSVH *M*** "BBB@
HH[G@ 7C!^G.>/<#VS10 4444 %%%% !11 2B@ HHI">O!/:K M|SZ|!SDC!P +111G'Y\$^O3Z4 %%%%'?^ \E0 44?
Y SZ A10 444F>GN,]#I M?EU"YH 6BC #I|>O'KV P X\ /?I P#JH ***/^/?\=Z "BBB@ HH MS 3\B?]=% !1110
4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M11110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%%
!1110!^4 @K] MI?XI^,+GXMV7B#7/\$7@J^#?@:J|>OCX?6IT/PGI6N?M\$#P5\4OBWX%MM3\ \$ MZG<:-KVD:3X'^
=CH?@C1[VY&D2>-/\$?CCO-X:UWO:H.F^ H?#U\>[V?M M@?\$.R%IXD\1?# P)\
(M'^)GA X,ZYK47BR[U'XJZGK&N?!3PS\2|+QW9Z%! MX7T?PE)9P^)-:M !>L^&GU'2:FZM9-0<:<7?
VB:38>" \$7UJ]7P\$^\$>KZ7H^ MBZCX(TFXTS0-4)ZSHIL7U",V.H?%.V5V?O%>*Y@O8KM|;OA;>-O\$T>M:=
M<2:." \$J^* PIGFO :%^'NB> /&?B;O%K.6GZSXS'^&T\>(=);P9#?ZO M=>\$|"61^*-5USPI#+-
XM:POI"\">&+*\@MKK4>3OOVSOB!H6O:7XX\0M/V= M2^\$?@/\
9K ;.^+GO:TSP+!XJE6:KJGL,WB'X)&)]\$TCOOI/A77?!7B!O#O MCVZAF^'WC"*WDM=2U:~%WK>LZ78>?&?&]>E?
#]#@CX=>#K Q7<>.[NR?V.O M^ K#X6Z;I=KX:/@:STCP3I?B]?&]B^S1/\$%V-.\36GB2UT?5=&D^&R?#+P#X
M'O=&M;[X9 #CP+J%WJMU??0VE LX?IK1[SPYJ]CX/W:EX7M 'MG8ZKJ&O^*= M8U;5:3XI#1/^%B6?
C75M6URU'XCV7C/O#7A>77+3X@W7B:VN\CPMX9?#6? MP]HTEB-
1VM=6UOW>ZZ:;=M;'H'S;K/I3OOI\^+XO^* AA*9OBUXBUX3+ M-H;^?B#XFN/ .GZ\90^%OV-Z-6U'4O!EGXBO-
4^&K?! 6III(M\$TJS^N MC7NF2Z+X/U.76=.\.7M;^/2Q\5? ?P JL:Z;\.OB+KOI3MC^S%XF0>&F
MV\4Z7X&O\$&F7^K:IX\4.OIMWX+TC6 M=":=%=IVN>*-=UG6+'PIX+TKQ)XDM?W@:UOHO!A; A(\$ ^A:1876MZE/<
M]5]7P4^&K^"O\$ PZO\ PEIT @OOCX@U P 6^(-#E "EWXJ]3>+COYJOB> MVOX+V+5=(\1#OK<-
XLTO6M%O].U'0/\$.5IJV@W&FWME9S0 'R7X^U+X^ #KO MY" /@OXT:73-15 '7O5HS1?>WT32-1TKPH?V7?
BMXOMM ^)TWP\,V* M^*!9>-?#GXL+1Z5X>^'VHW6EG3/5-U :;)]&]8,?I=OB"\NOA9?6W@3P MO%IFO>(?
@EX\$^OABRUOOUXK\4>\$ /QE^-TWP&O(K/Q+HGPYB\ Z-X7\$>) M#IGB30]3>:KX<0 %GPMJ-U)9^%?
A >6.AIXP^OO"G/GPD\%R:'=>"FS M5?#WC#5 'VG^(9UWO-X]4S>.]<I*ZEX%U+O+K/BKO3K6L^ (\$FJS>"]5O?
M"L%OXCU35?L&@-:7IJV=GI]A%:(/%)GHEQXC'\^I B7X+1ZSX8M/\$.ASO)XA)>-]J?7?#>M^ (=U75-%>
M1K#3KJ#2\60 /F (:X :*U'2M'XO1 A:\%X=.16 #KXU %/PVFJ \$?QL:W M3?
#WP#0:=HVLZ/KR6/P >&ZUGXCZPSI=UH]ID\5EV"^\J1ZE;^/7TRO37M M;P-
^T1\89/% CJO=(HGAK6O@QJO\0OP%^\^F66J>*.N/O]X2T XZ? KIF>ZL M8M L;3PY'X??2"/?
C XCOJFK:J^L3ZIXEM \$7B+5-U+1GT/1 #WB7Z A^! MWPKMK+2].@'\;:8:)X7:^\!+M5DOREGX5^(MY9W_C?
18BUXSFV\176GV4U MZ[L]RCV\8M)K=-R'E]'EKX#Z;XOL 'MAX L[7O+9:AX9UB.6+6/\$WIBW6N>
M" ".E^!/OB+5O"3ZX A+7?GA#PEHFD:-X4\1ZUH>H:WX:@T^VGT:^\LKR.7 M-&G9?T[?@?
(/AK\N XI>* #.G>.=#^!27GA+XBV7P]U:X7:KJLGO\$(:%HB \$ MCXZ "3X0^\$O#7O4\8:
[V#HTFN^+/#GO:LOB5IFH?"JW?Z;ID'A'XB^%VM] M<3PYX74 \$+W?1OC\3]7X^:5\
(/GA+PCX:TS4; P#X172]7NCXXTJ]?:K M9 ">U^(\^H^- AQJEUX>U'P#K.C/K=OXM&)\+9 &" \$C3=+%\:U\0]NXN-/B
MO/#FF>C:9^RS!='U34M7LOA]8 ;=2U:3];B6\U7Q)]>G^"I[3OB+H Q<6/P M1I&IZU>:3V+U'XG>"]\>=>
(=!^67AS0 %7B30-!U+O+IVK3:)IIM=^W^ M7PHM/B)\5:;PMY/C:25IO\$ ([#BZY\X*N?./@DZO P@UMX NO
M!SR^\$[KQ];^&XO&-SX9GN=I\FUM]+N9\0 Y\:(\^* ?P5L:]> (%?A/ M5]2^ .WJ-W@R[USP]H.C^) &5MX:^(7I0?
PR#>+]?PSHFO>/%NFWVK:AX7\ MOZOI]MYGAW5+BV^TM=V,=[V]O#Y>" % O P#& P 1 'P.USO P#%GP%X
M9\66'[1W0T'XHEZ]X'^GA;X\>#AU&K]I]F3P=X<V^(\!U+P=?%"/XU?O MM\>/%&[<:PWP^T+O+J_AKX?
>9%PNE:7#X@U+4+K]\$%?@_P -^M/L=*5:5;M:O\^F^?]"7B^PMKEID2V2^!?
\$VD^O"6K1F":%C=):XGT/2M7M5=F@>XLHH M[F&=>W:6&3F/B1\ /'O9M]#A\<:3?
74 AC4IM7,ZSH/B7O3X)5>&]4N\O M=%OKKP XS\$:WX\6:.=3T?4KW2=5ATW6:6#5M-N9;+48KFW?RZ/Z?D!\^)
M/BY8+CX'?#F"U\8>.]KOO-^U7K , O\$GC'X7Z#\K?Q]XXV/>#/\$ O*T(Z MGH6D \$#3]SX:;+XBUFU):3/XHD>VM--
@EMO\$4FA0Z8UO9:5!2^%G]2 OXU& MPU X:;7I&E^+/BOV=;^-\L^<K?XYWUCX&7^&O!]?@&[\#Z]X!\>-T^%GAI
M5!/U4?&?@7XK?#IQ ?%OA*(^!\:YHWB*2W4:S(=Z)JHZI^SO(=6^ M'?AOX4OX3.E>!/U]IVI^%)-+ :JXH\%:AX-
:MH B?P;K>@^*!5Y M6U+4I-3U6'6UU#6IM4U6:6+F^EU.^>?F+GID/IGJ\:=X4G\ \$Z9I^H>)=4
M>]B\6>.K7Q5K=YXUM[6S:?)CXXM \$VC:OU9^,K+3M'L/%VE^-?&\$OZ:XF ML=!\V6MVE]:Z!HT-BK^ORZ>O7[@/+?
O]7^?#XS #WX-Z-X&L;> ^)PU M\ M%:3K% KS)IOI.^J>%=! M/4-2LH;*25OBG8?%/O%HW@F#P9%'I5OX1
MU5?B0?\$ LZ:PC=[D=Y2=6 .) :.*^!O?&C7?#W@BR^"OP#^')@V?POX? \M &AWGRP?O#X] :.(T:O5):ZOXE-^+(I:7-
+^'A P#MR \ %46HV5M#9LVA M:;X?=[J>Y]PB^!GPJ@UFS\0V @O2K76]M<:7I]U.T:^M;W3 ^&B^+CX5 M:7JFG7-
M>ORV?O9 #2U#P+P+H=HT7A\>&-4U;2'TI/5=1CNKOBKX #?OO M)Z/?%A6PUI?BA\K7X4 \$ 74M\H\5?
#FRF\7SVWA#5!;W< ?2%D\>?,1) M"(9KF#7[^\VN9YK:1(8R\WMI:23> WZIK319] ^#8M< : O?V<+X/I:7\7OC
MGXHU37+XA \$WP+X1\&>\$OV?KOXL:KX%UR6RE^# \$ B(>(?#AWO)O"FA>[. M#7 %^DZ-X:3O=JFL^

H1+BU.9='M]&N T#^&'B*7Q? \ #3X?^*16T/Q/!XF M\%>%=N[<,)P>'=7NM7T6QOKO4M
AU2&UU2WT>|N+B:YTV#4K>VU&WM'AA
MO;>"Z26).=^)'P+^&7Q:NM*OO>A7NH:EHMAK>DZ;J^C>)O%G@O6XM#\21VL M?B+PY/KG@G7?#NK7_A?
718:+=K'A?4;VIT#4KG3M/N[K3I+C3[22#T]2+T M0]*T 1=&L;+2M)TBPM-+TG3-.M(++3M-
TVPX[60L+^OM4BMK.SLK6**VM;6 MWCC@@BCBCC6-50.#;O#W[87O!\'ZUXT\7^(O%7OD\<:?\ #S6?^"BOO"^\)
MW@/Q1O\ A7X>S? #IE7XD?^M PYH5U\O&D?A/P=?>(O&AW7+7X^19H\
M4^_K.YT7O3K&K>+C9WR6^MU]2:W^U%6O!>M>*OA9X\.'?''1?BYI5G\#]>T MO4-\$U_XC^*
UUH/QSN_C3I[EIVE^']+\#XE^, &WA#4 @\0:9M!T:0M+L M?&&@?V!XR?5 UO<>)]!(244GP)^\\$.MAHVES^ ?
#IWIWA_O1\2/&6E6-f;2 MW|K|X@^.#>-3\3KF>WO)YHM0LO&Y^(GC,^(=%U):O1+|^VI-VG*++3A9\1IO MJ)'P"TGp -
X=TIp5?VJO+KOAWO)%K9\= \$67OW8ZMX0TJ?0O"DFC \$FX\6R? M\$30;PUH5]JV@Z#HNC>*+#+1=)T/7?\$.D66GP:?
XBURVOP#XL^(G[80OJ]^(?P M\$^(7BGX4^%/#?@B\|?L|:|+4?&^M:CXIUNT3;J?C/Q;\4_IL/AO;ZAX&
M:|Y/"!\^#OB3Q>Q;\Z3I=OXDBO-#\S:~?X4Q;K5/\$>C?3 P"TT:~?*\$XG?LUZ M?X1^_
WO,^!>C %GXO:O.V.O%6C>\$K'X57=DFC:5^SK^T1V4X=3TN:OK\.?%^I M66NW'B?X>^%UNKE|^\XL6TRTGLH-.>@
[N+A^FU+|C+|FC5M*T+0;|X6:7)H7A M_P_?(C:Z)#K/BNRT?4O*#:Y|'BBOT3O7IECX@MK+OO8Z)XKU;5/%OAJ/OK
M!X@;PMXLU&|3>"TO7)WOS|SKO@|PYXEU7PAK6MZ9!?'ZEX"\17'BSPA=3&9 M9-
!>27A/O3X%N=7L *EC1KJ7PCXU4Z\$RW*3P?9-9N6\$VA+>:.\$ K^O0#X5 M\;?
M*/ASHWC3XR #PK80^)|6^O1\1^+O@5H/CG5] M;U" TNV.#PMKXZO_AAXU_^|*TVY;|T>|?
PGX@O|JZTU_5=&|*2)^W/.=&TCP#IE?#^H \$+Q3X2NH?%T=W:~:
O@%X,^&7O!U#1 BW;75GI+ C9\O%WPXTOP^9KI8 #-C;^_IM2OJ-CI.WU59? +X3Z=\0KSXI6?A*&+O MK?
7&|7|E|V|:|HUMK6NZ7|H>N^)|M*'7&JS>|"%|7Z|HMNNCZ|XPTGP|9>) M|9TN>|T_4M6N;2_OHKG-T'|F?
X\$^%|V:5X>^&7AC1K#P|(\|2^ AZWL+6 M> :5\=(=7ETZ?4? 5O*+GSCHE\$|I-
C.WFR27R31RRO7D;W=V9QM6V;^|;L!O_MP*^-/O#\=^)|KSPA3?7@|P|J|W|+OAU\9/#\W@;O)K/B'3H?#?O!?'6|&3PM
MKDFO>' #R^O^&-6T&9%U|3H|/|+3:=?078TGPU=6DNGW&7^U"XZTP?"G4_M|/Q?^(PY7O%|7OAG\|9T|PE9?
#6VT^ P!'\9>*8|+5M0E'C;X=^;V'6(| M%VM;*XLKZTM(5"2264TZF1OH71OA|X0V|ZU%XAT;1+6PUB'PGH?@1+Z\$W)F7
MPAX:GO:K0! EGDC^OZ==:C?3P.8S(M%|6Z,EP9@-|2>'+O;_0|7A\F6+==:=>*)X5E|R|F"B:&105(|+XM^(?
B|J6BZ):P "\$YT/1 MO#.F>#%T&;QMKVC>'4T2P.GW/K5|)L-.MO!U|PVG?M/ !QMI?A M\1 &/A X;:=\4_9"\> M, >-/
GAO4/\$.K^):.731X=U7PMHOA_O;J.E:58 M7|!|9:|INEZU=ZCI>DZ9+|JUW;682TL" UY|/|GPBU;O\ O.U#PA%<>,II MA?
7%X-8|0;/>:VOAJX\1^++|PA;:Q#X.OO'|@ZY?PE;^/+K09?&5MX7CM
MO#|MKD6E6=E:V|Z7X&?"N:;P|/+X0LF'PU):KX"(6PN=46PM/ VM:#;:>&M M4'\:OIB7XT_O:X8N|
(L.K.)M"\76NNZ=%>V=E|J%O%K%I;W\8!>ZY^T'8;+ MXG? SP-1(O! @.^N?B-X)\8^*;OP#XEN|5*Z|'?*?
P& :KUX^%M?O/%V@ M:+=6%SX19?^!_JU'68GL;#7;32M&\1(OAR*XU3PW8^H LN_M,^)?CEXE|<>
M%_%/AGP|I%UX>^/P8^+6DZOX3?QV@7OA|XUW_O5TS3 #MM< \$/P-X\$U+O- M-X4O/A-
J9_X6#HNE6WAGOOI^MZ;?Z;HWAVYM;_2X_2_#7|+OP*)O6<>D> K M:5M.UNSU^ON?\$.M>)_ &%_ ;WVF>#?
\$GPI|JU74?%VN:Y?OX?T:P5XP|5>-'#\ M)R7+^%=&TSQ#JT6F;+>S.VW* V?OA+%;O5K_& A>;1+ 7|OA#PAJ-
M_? B3Q9XIOY|/"P^N%>%SX%*VU|XNU|7KK3_#7@Z3QIXI3PSH&G2VNDZ+; M:SGVD%HD\$.0!P'OP^*VJ !7X@?
#3QAKVL&#X:|H/O6>_M-DATQ8|'Q MAH7@F\^* A#Q&F|2PIJ-NLGAOXU:YU?O9>>*M6AU_3?TL^ M(OPV|?#?
%GPK<^"/B/X9TSOAX2O-4\ZU>>'|9B>?3+O4O" B72|&'ARXN8\$D MC\X:9XDT'2-4C@D+6\EFL%W#
<6DL|O+O7O%_9U^#WO7U^Z+O+X\|5|7|C) MX:OY|O|X|V_B:PO?<
MJD/A|QUIWAG7='TSXA>\$H;^6|N(O"WCBS|O)#&= M3UB/3U@UG58KP__\#XN^-/O'^/&F>&?VS|;|%'?-
M*C|* L>>|?VA?A M-?6|PS|(F'P)?6O|2EY=VVB:~?XAM=3NM1U'O%: #GPC)?AXZE|36FGSVUO M_9OAO3UGFMCL?
M)?%+XV?#7XC^&M.V?S\$M+;1/C'X5|\$^%M T9?!WAEK?X9Z MOXZ :F_9\$ 9^D^(&E7=|9:G|'B;Q?
HFD_'WOAXBTZT\03-X)EU+3O#-E?^\$9 M|2TU*34?N#Q!)OA|X|C;OZ_P"^-/U*+XC?#^W^%7C:*47\$47B'X=VB^+5M
M?"=Y;SP)'ID">.%ROFR%K=*- ">F>)(+
MGP1XC^',B:@MP<>" %MYX;U'7|'B:"XA>W2|U'PAX9U""4+=XM7TV_T33|W2 M|OLK|\$RN >:?
'Q!XO3O9?/AAJ|8:O\1(OA11|/#.E^'/&?B&T.VOB:~?1 M|&'PH|^#^/'|_
>*9"FA^& #|KOA[6=>U66TO;/0M(F;P;J_A&VU*VO-2M;K M7=;^&^?LV:|X |(&^ A%X=^"NNZ5+|1=;
M|5_\$W1|O_BA:~\$ 2;SO/K'A.9 "^AO?V#\-[B3Q'=Z=8^)|H|#3KG6+K2\$G^ MZ_AW,?!/PKT6|T+P1|\$VG6F|ZU?^)-
:O=2UC7?S_B/O'XAU..V@O=|4^+? M%>|ZWX|4:P|E9:=|46I>(-8U&M-#TK1|M9H-'T?3+*UXKXF?LW_"#XO:|
M%XF=^'|8O\6%|CPC|3Z+X|^|(?@VWUWPH+V|U#_A&?%FF^"O%GAW3|&/AX
M76I:FXT;O59ZQIP74|3A%MY&HWL4X|T:3^T|XO^(\A_8GB304|_KWXV?<
M|3X:~\$%G@|Q|=S:A|1|;XA># !OCY %=WI_B#PC>6>C?#S4|+|86|E9:~:7
M%QXLU6V1:|>)?"TH6WDX#P=^TU^T%?%V?A=XCUOPO9?S\$CXE^)?A#XZ|87V@> M%U""P=):'?'SX1_#
<^,+WPU%#X3U7X@:P/AUX0:ZYXZU;2|"-X=3UW0_#VM M:'H/AO6O\$NMZ)/I WS: 7^&%G;16=EX-T:OL|?QGH?
Q#M:;RAEM+*T9^& MM.TO1= URSL|:>*VM'TC2M&TS3|"OMHMM+@M;*VB6OVQX;CI/V6O@3+H? ". M-
X"M_P"R(O|< LV :|XK6Y\MK_C_P/?%2YD|(ZDFOKJ?@R;3/B1X2|>- M"D_A|T6;P3XDT#2|4|\&R:#<6D3*?'+_M|/?/7-
\$IO%GC#1 !VH:Q|/C#9>%W;2X|3^'L'C;PSXW2:1IU|8WVA^+; M")A-|E|?Z|JEO\ \$\$Z;|JNH^ ?
\$SX|MV;GX'?;7_9\$T+|F_OCX\0?S|MSU.RM ?"6H:IX%LOC!|OB9J|&HV^G7>|QO:=H.B^/'PYU?0|"\>K:U|2?"
M|'_VA.S^PZ|^SY(O#-A+INC^#|>*&Z->/'6H7%|J>OZU|JNKZ#\0=-E\ M4>.:?7-
=UK5M0UK7;_Q:XCGFUO7M>UC4+WQ|I6I32W5Q|;R.36_XG^\$'PU: M> M/^%OBOP?HWB#X?:7_(G|B)\ZK;O=Z1\$/
VIZ3K/A)#%)*994T34M"TF MY@26619Q:|+|>"YMYKB*4TOM9I)7TUZOTULK ?!A#|H+|H|0\$OA#X=^*M%L M-5^+ _P
1_"G|/6I;GH_CK6-/T3PA)M:~" MC^=4T8Z;X-|&RZUK5|,=& M^#6A^ [Z]?FA|?
3Z3IH^")GUSQ+|J>EXU \^*D&AQ^|X|W33OAM|01 M^T|H_@/6|(|J?#;4)+:SA&
MH6O@.W>PCU:'OC=7EQ;Z=|S:A)|A|JOC6W^)&H^&+""|+M7MO\$NB7-|6-5TKP>GA:#0&2|^-
>AWWAGQY'K^|Z7K|C:A9W6@ZM|^G MD|X3|> O\$'B:>|A1?%;O#|3/&E&EZ7XCM|E_7S SO"?|47O*N_&&CP:MX#
M)|+|SXZVOI.G|LP^+=1N_B)|XDU+X;:;XWTGO -I(\.=X9_L\$-: M\1WUK?
K;ROXUT_5=ME'X+U*O_ ^T|!7|/|B|XVVOA|OX%>D^& C'X|VN MK:GX?|4:UX?
^\$ A&|_9S_\$B^UGO!HWPR\;YXU_3|>|:RX>CO8:Z'A^ M_P#%MKJ>H72Z|I*:9);/P=%/H|5L%/@W7|
|1:2|_@B|/"VHVVE:G96>K: M*9+5+>|BED#H#X:|+?M9?S\$W^>|:~?J?@76=1USX|>|"|+X+ !OX M?
>.:S|@S|E+XU:UHWPI|MOA9V|2|7 !T?:QKXX|0ZFGB1|(T72|/M/%V MH>+>0O(XX-\$|ZKW'A|LCXF^-
VM/&.D?"WP;IOPNL?%7|+OACO%|JOC76W^ M(\$S_+3WAKX57|OP@^E'CHD#ZYI_B-)/".K>)O!5_::CIGPT)?|NWBL-6|
(M:YH>|Z=HTOPL|>#? VH>&:*|M_#>L:#XAVBW4=R?^A@/V|B2R :B^/7BCO'_BGH'P^LM9^GO1_97_.: ^\$
M7PE^&+9?^\$P^5CI?|PH/5O@|H/O%BU3PFT>A>-M4_,WUFEE'W/B/2_M'6I>?*\$'@>*P=W?A_P_XI:~?
8O|/7Q8U7XL># \$EYK|PH/5O@|H/O%BU3PFT>A>-M4_,WUFEE'W/B/2_M'6I>?*\$'@>*P=W?A_P_XI:~?
MAH_B#3S%CP_LA?LYP7GB.|/PPTF|?Q1|COP|J-G|>I>-8T>RV?|\$6+>O' M|00#_A?
0=5UN|T/P3H7C'Q'I>F^(|>TCP;I^@:~?>(M-T|7GMO|7L;2A|7^ M'OPS|&_ |2|1TGP;IU|:O:S|TFOZY|L^(|</p></div>

\$GB Q)X@UN6QL*.K>(O%OC'5 M]?\ %/B& BTC2=)T:TN=9UB^EL=%TG2M'LV@TS3;*U@ .IHhhh **** "BBB M@
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH
_& \5ZW":G|LOXFS^,OC#\28 @+XG\ M>'AIX\$\3>/O\$FO>&[F3Q\(\ A-K\$6MZ59V.I:KJ5K#XX=WFIW%W9V.MZI
MIFCF6S\Z3=2V>GZ3/UOPU^./O5\? "X6:%XLL=2\+?:8:\= #=VMMX:\? M?#G1?B=I^C #:X)^,=\43?
#KXF6=CXWV/X?U+OMKGAB*TUZ*YBNKW1;SO' MHEI\$K'S\,SOZM'=1RZ#:V^ENIM(4B&%X*^"PA^K:6 @
A'KX:^"?#SVAV>O:AI-WHWAS3K2_LK_P 56NF6/B6_CU%8C?M?:[8:'H>GZI>2 MW\$EQ>:=HNDV\$TC6FFV4_!YP?
CVOB3XL^-?@AHNB \$#PIJUEX1LSHGCB P#@ MO\5)=!LO%6I:GX^T:6 N=2U3PEI @R\+:: A2RU#1=' %\ES+8Z9J
MDZ8D'G?P^U'Q-K'\-BY 'OZ\4^'U\ (%CXIZ-XO^-NN+X.LO&!\^&WPO^/W MCC2=4^TZELA>&?! A/4=5\>'?
^\$=E\2^/'VECPK974VH^\$-.T?5/[1/W3 M?LY=\$TF/5I]>BTZPBUFF[T^ST]U6.SMUU*[TS3KB\N].T^YOA&+J:RL+K4=0
MN;2U>5H0[ZIECO/<2EN#U X-?"GO7X/U?X>>)OAUx*UJ#KFO7GBG6?!>J^ M&M)O?#.J^);SO4WCF[U 4-
'FMFL;O6;KQI+)XLGU*;!IN3Q\$QUAI3? 3@_ ,MOO/XF :-C.\>?"!VE7'Q[\1:C>>#OVD/BOX.\&:\XN\?#KXV>'O 6F>(M M
MOV= %7QB\4?;\$-M&.NW'ARRU7^S-4^&GB&74?%&HWFm:-!8 #GC?4?# 'BU1: M^)\':%K=^.?V??
#>E?'[PUX9C.\>)/V4+GO _AL/">J?'7/CO=^#7N\(\L # M/BK3HM7T P"&>D #/Q:WCG6)-,MK*ZG\5^*?!FCPZU8MX
\=Z!> >EU^RG^S MCJ&BZ=X)8M/C\3P+Y CE?3/%.FZ:;^ M*-%EDDT:O'::?9V^LZ?
>O6:CV&^\>%\3TW1=&U#P]HEYH AR_VZKH.DSZ M58OINC:GX4O+6 \#-
_I5EY(MI)NO#UY8V=SHLMJD1TV>VMY;01/#\$53=OO2 M^J\ 4#X/VB/B=4="^-/C+5O#?B#XAP>!?
A'K'/D>N>*O#6L>'.^&OPFL M/%?BFPO (JV'Q0^'FI2Q^*?B]=^*/AJJ.G7-OJNB:3XLM/INFZOH[>%(!W
MBC2 %LZATWA:Q\6/#WOEN=1^(9\<6&E %CXS?&?X4 "O%\9-\<^"='O MM.TWQ;JO@/6 @EH\$-
MH^FZ=%X>":ZZ2#O9?^)M/U_39+7OCIOA^U.Z:3/ ML#O3"?@YXS\8Z=X\6?#3P:XA\8:2^DR6FOZIH=IO3J?
AM]0+((=8 M?POJ:/J?A9]7AOG\:-E)+J&AM87DLL\O6 [WP4LO&FM?\$6S^% @BV;^(1K M(U?
Q)%X>L!%W+XFM8M\3WN?+\B#5/\$IA!;6/B;5[6?\$5E:6EIK5Y?06 MMND3 ^>?@%-XN4 &6^L?C-XV2 "#3?
#&F>'M\$^+WQ6?2-4.L &GPXGBNU^, M/Q7\I=6]E9V'PFAN3X;M8M&DFM_AS)XG+^*O A6^@>'? UJ-<|; /M[XS
M^*?A+QMXC^ |Q\0OB|X?TWO7X] 9N\6OBCQOXI\)^*O'6J>\$/B\XF^(B>. MOC%X#\8^"UC3? F@_&/4?!UEX%\^-^"
[B?3=<^>NWEYK?@WPI/[75O"UG) M^@/PZ_9U^!'PGT[4](^&GPA^7@71]9T^V\,ZKH A?PGLD:3? AVTAFM;7
M0;K3+:W6PFT>"UEEMH]-W-HMO*^E>4O0Y^F?LR?L Z%X8\2>"M^*\$/@&T\ M^+XM)@\1Z(OAZSDM-
4MO#TON\]'G*TPEN(;#P?<; 9 !6GVDUO9>#9DBD\,0 M:4\,+1@'O-X9U;X@?#\$XL:S^S]?Q[^]7A:PA*M/ :-
U/PYXVT'7]#L?' B M>\\$>(/@WIG@JY2>+=0T>|M %D7P|B^(6HVN0Z;XBT 6-%\>2: X#?XV?:X MPN+5)/% ^\$?
CS\8?B=\,SW\1NI \$#6?#B X5^/V/' ASX:^&G&F?" MOIWOG^#WJ*GOA B'8:UX/U2+5; P 0^?(BMXD -:5?
#/PKJ=J]IR^#\ \$M%> &^'UMI/BVU^(-|X|_ \$2UC|EW|GCO|X4\,^!];^# 'PXU3PAX.?6'\-^K
MWPKIDVGZ; PD*XU0Q"2[MO&DSO\XYM-0DN\7QM\DOBJ'5Y)79NEU X' M "'O+X\T'XFZ\|- !FK?
\$#PM;Z3: ^' %M H%A=I\$@N)]+TN\OH8)GB >K%+);K*T9P(Y*8;!K\ \$=3 ."HG[9VD?!!
M3XO7/P< 9EN=.3]@+X5 \%%X]+MO% O4ANI/A=XEL81XI^%LLL^EXM B#J5Y
M(^I>&O\$D:WGASPY9POHFL:9XEN6AUF7^@C4+"TU.PO--O|>"\L+^VN+. ^L]J
M&.XM;RSNHG@N[2YMY0T4UO=0220S12*R'/(RD\$&O"KC|EO\ 9NN #1\&77P&
M^%OX1/P:TW]G7 A&9OAWX6ET('1^)-^"OTM]-R/POTT ?8O!/DCP ;\$ MPV*#Y:<6E?F3E=Z6?
PKEBK:M:N5WHG;=W ^%K \X*^"_:;|L/1 @?IGA[X= M^)OA;K7QM\7?LAR:KH6B?'H>)O"?CGPI^S|K7QON+OQ-
V2 \$'P[\? C4]=B MFT67P|K/PE\#>)O%7B+1=.O:#O++XJN9[14T/2OASXB_?(VG?B'^RS::MJ M|A|- A=JW[07]&>D?
M4 "+O;\! & BZ\8 #IO"?OT 9|^'GC?PMXRNM9@AC M2:O# P +:+->Z&T'Z4-+1^\$M575;NRDU>;IO9 V4/V:YOB-
> &%/@3\)+? MXO7VH-J]?%2#X>^%D\?P: \(\U?>#AXCMO%'JFG5(-?A;4KK0)M7BG2^N] M'9-NYYI.&&&/R+X'?
!.W|DWX"?33OA-9?!?X8>.XY?AOX,^&7C|OCXN^ M&W@B|\5 %O0?:V%|HC '!O:?!((\$JZOIMCKL-
S&;5]>MH=6:%KR&&6- MO=.U^6\DUKTE:[=|=KM:):WWTNU9ZZOR\CY\,?%%?V@/%7Q>^)^A^& P!G M2P4?
#3PSX] :X^\$?A:07OBCP5]T'C?JEW2/&+Z3JGB_XK^-6P^#|UI'O7\ M3^ M6\,7&@^'YAKOPJ76]!\0>*
[K4=*@UZ72 H'ICG|LSO\':O#OO9M?C%I MA;PS\3 A5#X-U'O\,|&\% &CX: \$+0QXO\':IXSM/#>N #
[XU>&=&GU'4&D M->+;PEXP^'/BSOIX'^(^D:%>:|HVVH.4MI>:=#|*|E|/F=OB#XJ^+,GP ^ M#4WQ,\A>,_ '4_PU
(S^)O%6C^)-@T;O1I^OZK-I4EQJEOXHT6"UT;Q M,+II'\OZ19V>F:P|8V\%O'3\?\$?LC?LO_#5?#
<7P^_9^@#O@Q?!OC(?\$/PFW MASX>^&|+D\,^8 ">K^X/%FD36MC'-8Z[:>!M=UCP9I^H02)-IOA74;OP_8
MFWTJ5K6E|O16 ':OM^" X[K16?G!X> X*(?M*W?P'^% O@UCX? [,^*/B^|N? 5 ^U\3(O
DO 'G1I=&:4=0*^"+&ZL]2O?'W M@FZTF#O9XO% \-|-\Z-=6J>|KGGY? @I!^U'K%|XD^& A+X8 \$?:X66W
M|:JE3=9UWQ!\0S\M5UG|C/6/@I/+>OU-M:TZT\2V<6C|!J-EI>O2S^(=)LI^OZ5XAN;K7M.@M
M=6NKB\DZ;P|^S|^SGX3TOP_H?AGX% "70=*\^#?'GP^\-;:;I7@#PU96FA^! M BCJ-|K/Q-*==%!IZ+;Z\1=9T^SU?
QU8+^Y5ZI;OZCKBWUZHGH0'K&6_E M;H^ZZ:]7O73T&?O[?%?8'Q:~/ P 1O\$?@OXK^ ?A[X2@U3|F |G|J|CX; MS>
=>1:O#O!W|K:I_PC|AY7&F:+ :%Y|@MX/M,N TVAVOH MFEYN ?\ X !1112 **** "BBB@ HHHH **** "BBB@ HHHH
**** "BBB@ H MHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@
HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@#_V0\$! end